



**HALL COUNTY BOARD OF COMMISSIONERS
VOTING MEETING AGENDA**

Hall County Government Center 2nd Floor
2875 Browns Bridge Road
Gainesville, GA 30504

Streamed Live on Hall County Government's Website - www.hallcounty.org
Thursday, May 23, 2024 - 06:00 PM

Call to Order

Approve Agenda

Invocation

- 1 Chairman Richard Higgins

Pledge

- 2 Commissioner Jeff Stowe

Public Comments - Agenda Items Only (2 minutes per speaker/20 maximum)

Proclamation/s

- 3 Approve the Proclamation proclaiming May 19-25, 2024 as National Emergency Medical Services (EMS) Week.

Consent Agenda

- 4 Approve the May 20, 2024 Work Session minutes.
- 5 Approve the May 10, 2024 TSPLOST Referendum Meeting minutes.
- 6 Approve the May 8, 2023 Voting Meeting minutes.
- 7 Approve the May 8, 2024 Executive Session minutes.
- 8 Approve the May 8, 2024 Meeting minutes.
- 9 Approve the nominations of Alan Wayne, Brian Daniel and Alex Wayne to the Airport Advisory Committee to serve a term from June 6, 2024 to ending June 5, 2027. Commission Districts 1, 2, 3, and 4.
- 10 Approve the re-appointment of Keith Morris to the Chicopee Woods Greens Committee to serve a term from July 1, 2024 to June 30, 2025. Commission Districts 1, 2, 3, and 4.

- 11 Approve the appointment of Jesse Patton to the Citizens Advisory Committee of the Gainesville Hall Metropolitan Planning Organization (MPO) to serve a term from July 1, 2024 to June 30, 2027. Commission District 2.
- 12 Approve the re-appointment of Brent Hoffman to the Citizens Advisory Committee of the Gainesville Hall Metropolitan Planning Organization (MPO) to serve a term from July 1, 2024 to June 30, 2027. Commission District 2.
- 13 Approve the re-appointment of Renee Gerrell to the Citizens Advisory Committee of the Gainesville Hall Metropolitan Planning Organization (MPO) to serve a term from July 1, 2024 to June 30, 2027. Commission District 4.
- 14 Approve the appointment of Bob Norton to the Citizens Advisory Committee of the Gainesville Hall Metropolitan Planning Organization (MPO) to serve a term from July 1, 2024 to June 30, 2027. Commission District 4.
- 15 Approve the re-appointment of Commissioner Billy Powell to the Convention and Visitor's Bureau (CVB) to serve a term from June 12, 2024 to June 11, 2025. Chairman's Appointment.
- 16 Approve the re-appointment of Christine Cave to the Convention and Visitor's Bureau (CVB) to serve a term from June 12, 2024 to June 11, 2025. Administrator's Appointment.
- 17 Approve the re-appointment of Karla Swafford to the Department of Behavioral Health & Developmental Disabilities (DBHDD) Region 1 Advisory Council to serve a term from July 1, 2024 to June 30, 2027. Commission Districts 1, 2, 3, and 4.
- 18 Approve the re-appointment of Avery Niles to the Department of Behavioral Health & Developmental Disabilities (DBHDD) Region 1 Advisory Council to serve a term from July 1, 2024 to June 30, 2026. Commission Districts 1, 2, 3, and 4.
- 19 Approve the appointment of Ginger Folger to the Department of Family & Children Services to serve a term from July 1, 2024 to June 30, 2029. Commission District 4.
- 20 Approve the re-appointment of Deborah Mack to the Georgia Mountains Regional Commission (GMRC) to serve a term from July 1, 2024 to June 30, 2025. Commission Districts 1, 2, 3, and 4.
- 21 Approve the re-appointment of Commissioner Kathy Cooper to the Library Board to serve a term from July 1, 2024 to June 30, 2025. Commission Districts 1, 2, 3, and 4.
- 22 Approve the re-appointment of John Delzell to the Library Board to serve a term from July 1, 2024 to June 30, 2027. Commission District 2.
- 23 Approve the appointment of Connie Higgins to the Library Board to serve a term from July 1, 2024 to June 30, 2027. Chairman's Appointment.
- 24 Approve the re-appointment of Mark Arnold to the Region II Emergency Medical Services (EMS) Advisory Council to serve a term from July 1, 2024 to June 30, 2027. Commission Districts 1, 2, 3, and 4.
- 25 Approve the renewal of the annual contract for IFB #001-43 Athletic Uniforms Supply for Parks & Leisure to Hobbs Sporting Goods, Inc. of Gainesville, GA. The estimated annual cost is \$62,440.00.

- 26 Approve the renewal of the annual contract for RFQ/P #44-012 Athletic Officiating Services for Parks & Leisure to Hall County Officials of Flowery Branch, GA. The estimated annual cost is \$148,000.00.
- 27 Approve the renewal of annual contract for IFB #012-43 Elevator Repair Services for Facilities Management to Premier Elevator Company (dba Elevated) of Stockbridge, GA. The estimated annual cost is \$65,050.00.
- 28 Approve the award of Task Order #2024-032 Courtroom Lighting Conversion for 4th Floor of Hall County Courthouse under RFQ #43-007 Demand Services for On-Call Electrical Contractors for Facilities Management to DeHart and Hill Electric, Inc. of Cumming, GA, in the amount of \$167,696.00.
- 29 Approve the award of IFB #014-45 New Tires, Related Parts and Services for various County departments to Kesler Tire Service, Inc. of Gainesville, GA and Harrison Tire Service of Gainesville, GA. The estimated annual cost is \$473,935.00.
- 30 Approve the renewal for the annual contract for 911 Computer Aided Dispatch Services for Central Communications/911 to TriTech Software Systems of Lake Mary, FL, in the amount of \$162,894.31.
- 31 Approve the renewal of the annual contract for IFB #001-44 Bottle Water Services for various County departments to Fontis Water, Inc. of Marietta, GA. The estimated annual cost is \$56,576.00.
- 32 Approve the renewal of the annual contract for IFB #011-44 Uniform Purchase for various County departments to Strongpoint, LLC of Gainesville, GA and Uniforms Unlimited of Athens, GA. The estimated annual cost is \$112,850.00.
- 33 Approve the renewal of the annual contract for RFQ #42-006 Demand Services for On-Call Plumbing Contractors for various County departments to B&W Mechanical Contractors, Inc. of Lawrenceville, GA and Stripes Plumbing Contractors, LLC of Gainesville, GA. The estimated annual cost is \$138,357.00.
- 34 Approve the renewal of the annual contract for IFB #017-44 Drug Screen Kits & Services for various County departments to Redwood Toxicology Laboratory, Inc. of Santa Rosa, CA. The estimated annual cost is \$140,025.00.
- 35 Approve the renewal of the annual contract for RFQ #43-007 Demand Services for On-Call Electrical Contractors for various County departments to Capital City Electrical Services, LLC of Norcross, GA and DeHart & Hill Electric, Inc. of Cumming, GA. The estimated annual cost is \$153,900.00.
- 36 Approve the renewal of the annual contract for IFB #006-44 Office Supplies for various County departments to Perimeter Office Products of Lawrenceville, GA and Advanced Office Solutions of Gainesville, GA. The estimated annual cost is \$161,818.00.
- 37 Approve the renewal of the annual contract for IFB #023-42 Waste-Refuse Collection Services for various County departments to Waste Pro of GA, Inc. of Athens, GA. The estimated annual cost is \$183,206.00.
- 38 Approve the renewal of the annual contract for IFB #012-44 Vehicle Fuels Delivery for various County departments to Mansfield Oil Company of Gainesville, Inc. of Gainesville, GA. The estimated annual cost is \$187,710.00.

- 39 Approve the renewal of the annual contract for IFB #009-43 Prescription and Over-the-Counter (OTC) Sundry Drugs for the Jail and Correctional Institution to Riverside Pharmacy, Inc. of Gainesville, GA. The estimated annual cost is \$200,865.00.
- 40 Approve the award of IFB #002-45 Disposable EMS Supply for Fire Rescue to Bound Tree Medical, LLC of Dublin, OH. The estimated annual cost is \$385,000.00.
- 41 Approve the renewal of the annual contract for IFB #023-43 for Fire & EMS Uniform Supply for Fire Rescue to S.T.A.R. Apparel & Plastics, Inc. of Oakwood, GA and North America Fire Equipment Co. (NAFECO) of Decatur, AL. The estimated annual cost is \$410,750.00.
- 42 Approve the renewal of the annual contract for IFB #016-44 Traffic Control Supplies for Traffic Engineering to Vulcan Signs of Foley, AL. The estimated annual cost is \$60,853.00.
- 43 Approve the renewal of the annual contract for RFQ/P #44-005 Demand Services for On-Call Right of Way Services to Atlas Technical Consultants, LLC of Duluth, GA, BM&K, PC of Braselton, GA, Croy Engineering, LLC of Marietta, GA, Johnson, Mirmiran & Thompson, Inc. of Hunt Valley, MD, and THC, Inc. of Duluth, GA. The estimated annual cost is \$600,000.00.
- 44 Approve the renewal of the annual contract for RFQ/P #41-006 Engineering Demand Services for Hall County Sewer System for Public Works & Utilities to Civil Engineering Consultants, Inc. of Marietta, GA, AECOM of Atlanta, GA and Tetra Tech, Inc. of Atlanta, GA. The estimated annual cost is \$600,000.00.
- 45 Approve the renewal of the annual contract for RFQ/P #43-004 Sewer System Operations Service for Public Works & Utilities to ClearWater Solutions, LLC of Auburn, AL. The estimated annual cost is \$974,841.00.
- 46 Approve the sole source purchase of In-Lieu Fee Credits related to Sardis Road Connector Project for Public Works & Utilities to Georgia-Alabama Land Trust, Inc. of Piedmont, AL, in the amount of \$2,379,500.00.
- 47 Approval and authorization for the Chairman to execute a Underground Easement between Hall County and Georgia Power Company to construct, operate, maintain, repair, renew and rebuild under the easement area its lines for transmitting electric current at 1292 SE Athens Street. Commission District 4.
- 48 Approve the acceptance of a \$142,375.00 Irrevocable Letter of Credit for Streets and Stormwater Management Facilities in Westchester Subdivision. Commission District 4.
- 49 Approve the acceptance of a \$980,202.00 Guaranty Performance/Maintenance Agreement for Sewer in Union Heights Subdivision. Commission District 1.
- 50 Approve the acceptance of a \$1,271,588.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, and Sidewalks in Union Heights Subdivision. Commission District 1.
- 51 Approve the purchase of one (1) fully equipped 2018 and one (1) fully equipped 2020 Ford Explorer Police Pursuit Vehicles for the Sheriff's Office to Thomas J. Madden and Associates, Inc. of Braselton, GA, in the amount of \$60,000.00.

- 52 Approve the award of IFB #004-45 Emergency Lighting & Sirens Supply to West Chatham Warning Devices, Inc. of Savannah, GA. The estimated annual cost is \$385,000.00.

Other Business - Appointments for Consideration

- 53 Department of Behavioral Health & Developmental Disabilities (DBHDD) Region 1 Advisory Council appointment to serve a term from July 1, 2024 to June 30, 2027. Commission Districts 1, 2, 3, and 4.
- 54 Department of Behavioral Health & Developmental Disabilities (DBHDD) Region 1 Advisory Council appointment to serve a term from July 1, 2024 to June 30, 2027. Commission Districts 1, 2, 3, and 4.
- 55 Library Board appointment to serve a term from July 1, 2024 to June 30, 2027. Commission District 3.

Public Hearing to amend Hall County's Zoning Map as follows:

- 56 **6305 Garden Lane | Use Subject to County Commission Approval |** 17.110.040.O. Community Residences that fail to meet all requirements for an administrative occupancy permit | on a 0.97± acre tract located on the north side of Garden Lane, at its intersection with Spout Springs Road | Zoned AR-III; Tax Parcel 15046C000003 | **Proposed Use: Community residence | Commission District 1 | Priority Personal Care Home, LLC, applicant**
- 57 **4410 Holly Springs Road | Use Subject to County Commission Approval |** 17.120.040.O. Telecommunications facilities | on a 100.37± acre tract located on the south side of Holly Springs Road, approximately 2,300 feet from its intersection with Bryant Quarter Road | Zoned AR-IV; Tax Parcel 15002 000061 | **Proposed Use: Telecommunications facility | Commission District 3 | Verizon Wireless c/o Wayne Bruce, Pyramid Network Services, applicant**

County Administrator

Commission Time

Adjourn

Hall County Government welcomes people with disabilities and their trained service animals. For questions about accessibility or to request reasonable accommodations please contact Maria Tuck, Compliance Specialist at 770-531-6712 48 hours prior to the event or as soon as possible.



AGENDA ITEM

Invocation

REPORT TO: Work Session (05/20/24)
REPORT TO: Voting Meeting (05/23/24)
ITEM NO: 596/2023
SUBJECT: Chairman Richard Higgins

Meetings:

Work Session Date: 05/20/24 **Voting Meeting Date:** 05/23/24

Executive Summary:

Presenter: n
Recommendation: n/a

Purpose of Request: **History:**

Facts and Issues: **Options:**

Funding Requested \$ 0.00
Are funds within current budget? No
Source of Funds
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.? No
Has it been reviewed by the County Attorney? No
Is there a deadline for this item?

Approvals:

Approve	Clerk
AO	AO

Attachments:



AGENDA ITEM

Pledge

REPORT TO: Work Session (05/20/24)
REPORT TO: Voting Meeting (05/23/24)
ITEM NO: 597/2023
SUBJECT: Commissioner Jeff Stowe

Meetings:

Work Session Date: 05/20/24 **Voting Meeting Date:** 05/23/24

Executive Summary:

Presenter: n
Recommendation: n/a

Purpose of Request: **History:**

Facts and Issues: **Options:**

Funding Requested \$ 0.00
Are funds within current budget? No
Source of Funds
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.? No
Has it been reviewed by the County Attorney? No
Is there a deadline for this item?

Approvals:

Approve	Clerk
AO	AO

Attachments:

Proclamation

Hall County, Georgia



Board of Commissioners

WHEREAS, *the Hall County Board of Commissioners is committed to ensuring the safety and security of all those living in and visiting Hall County, Georgia; and*

WHEREAS, *emergency medical services are a vital public service, and members of emergency medical services teams are ready to provide lifesaving care to those in need; and*

WHEREAS, *access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and*

WHEREAS, *emergency medical services have grown to fill a gap by providing important, out of hospital care, including preventative medicine, follow-up care, and access to telemedicine; and*

WHEREAS, *the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; and*

WHEREAS, *it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week; and*

NOW THEREFORE, BE IT RESOLVED *that the Hall County Board of Commissioners does hereby proclaim May 19-25, 2024 as*

NATIONAL EMERGENCY MEDICAL SERVICES (EMS) WEEK

Adopted this 23rd day of May 2024.

RICHARD HIGGINS
CHAIRMAN

KATHY COOPER
DISTRICT 1

BILLY POWELL
DISTRICT 2

GREGG POOLE
DISTRICT 3

JEFFREY STOWE
DISTRICT 4

JENNIFER RIVERA
COMMISSION CLERK



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (05/20/24)
REPORT TO: Voting Meeting (05/23/24)
ITEM NO: 304/2024
SUBJECT: Approve the May 20, 2024 Work Session minutes.

Meetings:

Work Session Date: 05/20/24 **Voting Meeting Date:** 05/23/24

Executive Summary:

Presenter: CA
Recommendation:
 Approve.

Purpose of Request: Approve the May 20, 2024 Work Session minutes.
History:

Facts and Issues: **Options:**

Funding Requested \$ 0.00
Are funds within current budget? No
Source of Funds
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.? No
Has it been reviewed by the County Attorney? Yes
Is there a deadline for this item? 2024-05-23

Approvals:

Approve	Attorney	Administration	Clerk
AO	WLI	CR	AO

Attachments:

5-20-2024 Work Session Minutes



**HALL COUNTY BOARD OF COMMISSIONERS
WORK SESSION MINUTES**

**Hall County Government Center 2nd Floor
2875 Browns Bridge Road
Gainesville, GA 30504**

**Streamed Live on Hall County Government's Website - www.hallcounty.org
Monday, May 20, 2024 - 03:00 PM**

Call to Order

Chairman Higgins at 3:00 p.m.

Present:

Chairman Richard Higgins, Vice-Chairman Gregg Poole and Commissioners Kathy Cooper, Billy Powell and Jeff Stowe

Also present were County Administrator Zach Propes, Assistant County Administrator Katie Crumley, Commission Clerk Jennifer Rivera, Deputy Commission Clerk Abril Olivas and County Attorney William Linkous III

Appointments for Consideration

- 1 Airport Advisory Committee nominations (3) to serve a term from June 6, 2024 to ending June 5, 2027. Commission Districts 1, 2, 3, and 4.

Nominations of Alan Wayne, Brian Daniel and Alex Wayne - Consent

- 2 Chicopee Woods Greens Committee appointment to serve a term from July 1, 2024 to June 30, 2025. Commission Districts 1, 2, 3, and 4.

Re-appointment of Keith Morris - Consent

- 3 Citizens Advisory Committee of the Gainesville Hall Metropolitan Planning Organization (MPO) appointment to serve a term from July 1, 2024 to June 30, 2027. Commission District 2.

Appointment of Jesse Patton - Consent

- 4 Citizens Advisory Committee of the Gainesville Hall Metropolitan Planning Organization (MPO) appointment to serve a term from July 1, 2024 to June 30, 2027. Commission District 2.

Re-appointment of Brent Hoffman - Consent

- 5 Citizens Advisory Committee of the Gainesville Hall Metropolitan Planning Organization (MPO) appointment to serve a term from July 1, 2024 to June 30, 2027. Commission District 4.

Re-appointment of Renee Gerrell - Consent

6 Citizens Advisory Committee of the Gainesville Hall Metropolitan Planning Organization (MPO) appointment to serve a term from July 1, 2024 to June 30, 2027. Commission District 4.

Appointment of Bob Norton - Consent

7 Convention and Visitor's Bureau (CVB) appointment to serve a term from June 12, 2024 to June 11, 2025. Chairman's Appointment.

Appointment of Commissioner Billy Powell - Consent

8 Convention and Visitor's Bureau (CVB) appointment to serve a term from June 12, 2024 to June 11, 2025. Administrator's Appointment.

Appointment of Christine Cave - Consent

9 Department of Behavioral Health & Developmental Disabilities (DBHDD) Region 1 Advisory Council appointment to serve a term from July 1, 2024 to June 30, 2027. Commission Districts 1, 2, 3, and 4.

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Re-appointment of Karla Swafford - Consent

11 Department of Behavioral Health & Developmental Disabilities (DBHDD) Region 1 Advisory Council appointment to serve a term from July 1, 2024 to June 30, 2027. Commission Districts 1, 2, 3, and 4.

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Re-appointment of Avery Niles - Consent

13 Department of Family & Children Services appointment to serve a term from July 1, 2024 to June 30, 2029. Commission District 4.

Appointment of Ginger Folger - Consent

14 Georgia Mountains Regional Commission (GMRC) appointment to serve a term from July 1, 2024 to June 30, 2025. Commission Districts 1, 2, 3, and 4.

Re-appointment of Deborah Mack - Consent

15 Library Board appointment to serve a term from July 1, 2024 to June 30, 2025. Commission Districts 1, 2, 3, and 4.

Re-appointment of Commissioner Kathy Cooper - Consent

16 Library Board appointment to serve a term from July 1, 2024 to June 30, 2027. Commission District 2.

Re-appointment of John Delzell - Consent

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- Appointment of Connie Higgins - Consent*
- 19 Region II Emergency Medical Services (EMS) Advisory Council appointment to serve a term from July 1, 2024 to June 30, 2027. Commission Districts 1, 2, 3, and 4.
- Re-appointment of Mark Arnold - Consent*

Community Services and Parks

Brent Holloway, Director of Community Services and Parks, addressed the Board.

- 20 Approve the renewal of the annual contract for IFB #001-43 Athletic Uniforms Supply for Parks & Leisure to Hobbs Sporting Goods, Inc. of Gainesville, GA. The estimated annual cost is \$62,440.00.
- Consent*
- 21 Approve the renewal of the annual contract for RFQ/P #44-012 Athletic Officiating Services for Parks & Leisure to Hall County Officials of Flowery Branch, GA. The estimated annual cost is \$148,000.00.
- Consent*

Corrections and Maintenance

Walt Davis, Director of Corrections and Maintenance, addressed the Board.

- 22 Approve the renewal of annual contract for IFB #012-43 Elevator Repair Services for Facilities Management to Premier Elevator Company (dba Elevated) of Stockbridge, GA. The estimated annual cost is \$65,050.00.
- Consent*
- 23 Approve the award of Task Order #2024-032 Courtroom Lighting Conversion for 4th Floor of Hall County Courthouse under RFQ #43-007 Demand Services for On-Call Electrical Contractors for Facilities Management to DeHart and Hill Electric, Inc. of Cumming, GA, in the amount of \$167,696.00.
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- 24 Approve the award of IFB #014-45 New Tires, Related Parts and Services for various County departments to Kesler Tire Service, Inc. of Gainesville, GA and Harrison Tire Service of Gainesville, GA. The estimated annual cost is \$473,935.00.

Consent

Emergency Management

Zach Brackett, Director of Emergency Management (EMA), addressed the Board.

- 25 Approve the renewal for the annual contract for 911 Computer Aided Dispatch Services for Central Communications/911 to TriTech Software Systems of Lake Mary, FL, in the amount of \$162,894.31.

Consent

Financial Services

Taylor Samples, Interim Director of Financial Services, addressed the Board.

- 26 Approve the renewal of the annual contract for IFB #001-44 Bottle Water Services for various County departments to Fontis Water, Inc. of Marietta, GA. The estimated annual cost is \$56,576.00.

Consent

- 27 Approve the renewal of the annual contract for IFB #011-44 Uniform Purchase for various County departments to Strongpoint, LLC of Gainesville, GA and Uniforms Unlimited of Athens, GA. The estimated annual cost is \$112,850.00.

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Fire Rescue

Jerry Smith, Fire Chief, addressed the Board.

- 35 Approve the award of IFB #002-45 Disposable EMS Supply for Fire Rescue to Bound Tree Medical, LLC of Dublin, OH. The estimated annual cost is \$385,000.00.

Consent

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Planning and Development

Beth Garmon, Assistant Director of Planning & Development, addressed the Board.

- 37 **6305 Garden Lane | Use Subject to County Commission Approval | 17.110.040.O.Community Residences that fail to meet all requirements for an administrative occupancy permit | on a 0.97± acre tract located on the north side of Garden Lane, at its intersection with Spout Springs Road | Zoned AR-III; Tax Parcel 15046C000003 | Proposed Use: Community residence | Commission District 1 | Priority Personal Care Home, LLC, applicant**

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Public Works and Utilities

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Consent

47 Approve the acceptance of a \$1,271,588.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, and Sidewalks in Union Heights Subdivision. Commission District 1.

Consent

Sheriff's Office

Lieutenant John Morgan, Sheriff's Office, addressed the Board.

48 Approve the purchase of one (1) fully equipped 2018 and one (1) fully equipped 2020 Ford Explorer Police Pursuit Vehicles for the Sheriff's Office to Thomas J. Madden and Associates, Inc. of Braselton, GA, in the amount of \$60,000.00.

Consent

49 Approve the award of IFB #004-45 Emergency Lighting & Sirens Supply to West Chatham Warning Devices, Inc. of Savannah, GA. The estimated annual cost is \$385,000.00.

Consent

County Administrator

Mr. Propes addressed the Board. He stated the following:

- *Jordan Hood is our new digital media specialist and is currently training on running commission meetings.*
- *Discussed several 'WINS' over the past month which included:*
 - *The opening of Fire Station 17*
 - *The right of way certification for the Sardis Road Connector*
 - *The re-naming of the Allen Creek Soccer Complex to the Mike Little Fields at Allen Creek Soccer Complex*
 - *The publication of the spring issue of the Hall County Magazine*
- *Announced the Chief Jerry Smith's pinning ceremony will take place today at 4:00 pm in the Commission Meeting Room.*
- *Announced that Hall County Offices will be closed on Monday, May 27, 2024 in observance of the Memorial Day holiday.*

Public Comments

The following people addressed the Board:

- *Danny Rockett, 2541 Cove Road, Gainesville*
- *Claire Pryor, Cove Road, Gainesville*

Commission Time

Commissioner Billy Powell, District 2, acknowledged current members of Leadership Hall. These members addressed the Board:

- *Dujuana Stringer, Lanier Federal Credit Union*

Commissioner Gregg Poole, District 3, urged voters to go out and vote.

Commissioner Jeff Stowe, District 4, stated that the splash pads at Laurel and Butler Parks will be opening this weekend.

Adjourn

Chairman Higgins adjourned the meeting at 3:38 p.m.



**HALL COUNTY BOARD OF COMMISSIONERS
2024 TSPLOST REFERENDUM MEETING MINUTES**

**Hall County Government Center 4th Floor
2875 Browns Bridge Road
Gainesville, GA 30504**

Friday, May 10, 2024 - 12:00 PM

Call to Order

County Administrator Zach Propes at 12:06 p.m.

Mr. Propes greeted attendees and gave a brief introduction regarding the purpose of the meeting.

Chairman Higgins gave the invocation and lunch was served.

TSPLOST Discussion

- 1 Discussion regarding possible projects for inclusion in a Transportation Special Purpose Local Option Sales Tax (TSPLOST) referendum, along with the rate of the tax and other topics related to the TSPLOST.

Mr. Propes gave a presentation regarding the TSPLOST Referendum. There was a consensus between all municipalities to pursue a six (6) year TSPLOST.

Adjourn

Mr. Propes adjourned the meeting at 12:53 p.m.



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (05/20/24)

REPORT TO: Voting Meeting (05/23/24)

ITEM NO: 305/2024

SUBJECT: Approve the May 8, 2023 Voting Meeting minutes.

Meetings:

Work Session Date: 05/20/24 **Voting Meeting Date:** 05/23/24

Executive Summary:

Presenter: CA

Recommendation:
Approve.

Purpose of Request: Approve the May 8, 2023 Voting Meeting minutes.

History:

Facts and Issues: **Options:**

Funding Requested	\$ 0.00
Are funds within current budget?	No
Source of Funds	
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2024-05-23

Approvals:

Approve	Attorney	Administration	Clerk
AO	WLI	CR	AO

Attachments:

5-8-2024 Voting Meeting Minutes



**HALL COUNTY BOARD OF COMMISSIONERS
VOTING MEETING MINUTES**

Hall County Government Center 2nd Floor
2875 Browns Bridge Road
Gainesville, GA 30504

Streamed Live on Hall County Government's Website - www.hallcounty.org
Wednesday, May 08, 2024 - 06:00 PM

Call to Order

Chairman Higgins at 6:05 p.m.

Present:

Chairman Richard Higgins, Vice-Chairman Gregg Poole and Commissioners Kathy Cooper, Billy Powell and Jeff Stowe

Also present were County Administrator Zach Propes, Assistant County Administrators Katie Crumley and Casey Ramsey, Commission Clerk Jennifer Rivera, Deputy Commission Clerk Abril Olivas, County Attorney William Linkous III, and Assistant County Attorney Justin Lawhon

Approve Agenda

Commissioner Powell/Commissioner Poole — approve — unanimous

Invocation

- 1 Chairman Richard Higgins

Pledge

- 2 Commissioner Gregg Poole

Public Comments

There were no comments from the public.

Proclamation/s

- 3 Approve the Proclamation recognizing Saturday, May 11, 2024 as Mike Little Day.

Commissioner Stowe presented Amy Little with the Proclamation.

Commissioner Stowe/Commissioner Poole — approve — unanimous

- 4 Approve the Proclamation proclaiming May 12-18, 2024 as National Police Week.

Commissioner Poole presented Sheriff Gerald Couch, Deputy Kevin Edwards, Russell Rungruang, Sergeant Mitch Salain, Investigator Danielle Cuneo, Lieutenant Trey McConnell and Investigator Scott Buffington with the Proclamation.

Commissioner Powell/Commissioner Stowe — approve — unanimous

Consent Agenda

Commissioner Poole/Commissioner Stowe — approve — unanimous

- 5 Approve the May 6, 2024 Work Session minutes.
- 6 Approve the April 23, 2024 Voting Meeting minutes.
- 7 Approve the Agreement for Payment in Lieu of Ad Valorem Taxation between ACTS Retirement-Life Communities, Inc. and Hall County, subject to review and approval by the County Attorney.
- 8 Approve the purchase of twenty-five (25) Poll Pads for Elections to KNOWiNK, LLC of St. Louis, MO, in the amount of \$53,125.00.
- 9 Approve the renewal of the annual contract for RFQ/P #42-009 Landscape Maintenance Services for various County departments to ACS Landscape Management, Inc. of Oakwood, GA. The estimated annual cost is \$260,534.00.
- 10 Approve the renewal of the annual contract for IFB #004-43 Emergency Back-Up Power Generator Maintenance to Power & Energy Services, Inc. of Powder Springs, GA. The estimated annual cost is \$652,661.00.
- 11 Approve the declaration of surplus vehicles and authorize the Chairman to execute any and all documents necessary to declare as surplus and unserviceable, and authorize the Purchasing Division to upload for auction on GovDeals.com auction website, subject to review and approval by the County Attorney.
- 12 Approve the award of IFB #042-44 Repaving Gould Lane Compactor Site for Public Works & Utilities to Ryals Brothers, LLC of Gainesville, GA, in the amount of \$81,414.00.
- 13 Approve the award of IFB #016-45 Roll-Off Solid Waste and Recycling Hauling Services for Public Works & Utilities to Blue Level Services, LLC of Clarkesville, GA, in the amount of \$812,323.72.
- 14 Approve award of Task Order #2024-027 White Sulphur Road Intersection & Widening and Task Order #2024-029 Cagle Road Intersection Improvements under RFQ/P #41-001 Demand Services for Civil Engineering for Public Works & Utilities to Atlas Technical Consultants, LLC of Duluth, GA, in the amount of \$833,605.00.

- 15 Approval and authorization for the Board of Commissioners to execute a resolution to ratify and affirm all actions taken in furtherance of the Cagle Road Roadway Improvement Project between November 15, 2022 and May 5, 2024, and authorize the execution of any and all documents necessary to effectuate the ratification and affirmation, subject to review and approval by the County Attorney.
- 16 Approval and authorization for the Board of Commissioners to execute a resolution to ratify and affirm all actions taken in furtherance of the White Sulphur Road Realignment Project between November 15, 2022 and May 5, 2024, and authorize the execution of any and all documents necessary to effectuate the ratification and affirmation, subject to review and approval by the County Attorney.
- 17 Approve the acceptance of \$2,347,716.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, Sidewalks and Sewer in Clark Farms Phase I Subdivision. Commission District 1.

Public Hearing to amend Hall County's Zoning Map as follows:

Beth Garmon, Assistant Director of Planning and Development, addressed the Board.

- 18 **6189, 6191, 6193 & 6195 Christy Lane | Rezone** | from Residential I (R-I) to Agricultural Residential III (AR-III) on a combined 17.13± acre tract located on the north side of Christy Lane, approximately 476 feet from its intersection with Spout Springs Road | Zoned R-I; Tax Parcels 15046 000087, 000088, 000089 & 000100 | **Proposed Use: 4-lot single-family development** | Commission District 1 | **James & Amanda Edwards, applicant**

Mr. Lawhon introduced the item. Ms. Garmon discussed the item. Mr. Lawhon conducted the Public Hearing.

The following people addressed the Board:

Favor:

- *Amanda Edwards, 6195 Christy Lane, Gainesville*

Commissioner Cooper/Commissioner Stowe — approve with the one (1) condition listed below — unanimous

Condition:

1. *There shall be no further subdivision of the existing tracts.*

- 19 **3302 & 3212 Antioch Campground Road and 3446, 3450 & 3456 Looper Lake Road | Rezone** | from Agricultural Residential III (AR-III) to Planned Residential Development (PRD) | on a combined 59.31± acre tract located on the south side of Antioch Campground Road at its intersection with Looper Lake Road | Zoned AR-III; Tax Parcels 10096 000006, 000004, 000059, 000061, and 000062 | **Proposed Use: 115-lot single-family development** | Commission District 2 | **The Revive Land Group, LLC, applicant**

Mr. Lawhon introduced the item. Ms. Garmon discussed the item. Mr. Lawhon conducted the Public Hearing.

The following people addressed the Board:

Favor:

- Neville Allison, 3500 Lenox Road, Suite 625, Atlanta*

Opposition:

- Deb Parrish, 3679 Looper Lake Point, Gainesville*
- Deborah Dunagan, 1017 Farmhouse Road, Gainesville*

Commissioner Powell/Commissioner Stowe — approve with the thirty (30) conditions listed below — Vote: 4 to 0

Commissioner Cooper — aye

Commissioner Powell — aye

Chairman Higgins — aye

Commissioner Poole — abstained

Commissioner Stowe — aye

Motion passed.

Conditions:

- 1. The property shall be developed in accordance with the site plan dated April 23, 2024, and as described in the project narratives provided by the applicant, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.*
- 2. No variances or development exceptions are granted as part of this request unless explicitly listed herein.*
- 3. The development shall be limited to 114 single-family homes.*
- 4. The minimum heated floor area (HFA) shall be 1,675 square feet.*
- 5. Building elevations shall be composed of a mixture of cement siding, stone, and/or brick façade, with a minimum of brick or stone accents on the front of the homes. The balance of the home may be the same material or of fiber-cement material. Vinyl siding is prohibited. Homes shall be consistent with the submitted renderings. Final review and approval of building elevations is subject to the Assistant Director of Planning and Development, or their designee.*
- 6. Front-entry garage orientation may be semi-flush with the front façade, protruding no greater than 8 feet beyond the front façade as shown on the submitted plan elevations included in the project narrative. Garage door width shall not exceed 46% of the width of the front façade of the residence. No part of the residential structure shall be closer than 25 feet to the front property line.*
- 7. The development shall be served by public sewer, with the obtainment of all required easements and other construction costs such as a lift station and force main to be the responsibility of the developer.*

8. *All lots shall access internal subdivision roads only. No lot shall have direct access to Antioch Campground Road, Looper Lake Road, or Allison Road.*
9. *All existing structures must be removed from the property prior to any residential building permits being issued.*
10. *The development shall be limited to a maximum of ten model homes prior to recording of the final plat. All life-safety regulations shall be satisfied prior to the issuance of a permit for a model home.*
11. *All designated open space, buffer areas, and stormwater detention ponds within the development shall be commonly held, and not by any individual homeowner(s).*
12. *All conditions of zoning shall be made a part of any plats or construction plans created for the subdivision.*
13. *According to 17.180.060.B.6.a There shall be two trees per lot. Trees shall be considered understory species, and may or may not be flowering trees, and shall not exceed a maximum mature height of 30 feet. Trees species are to be approved by the Assistant Director of Planning and Development, or their designee.*
14. *HOA, or property owner if located on a private individual lot, will be responsible for any portion of the sewer system not dedicated to the City of Gainesville and any sewer maintenance necessary for sewer lines not located within the public right-of-way or easements.*
15. *All chain link fencing around detention pond areas shall be black vinyl-coated. This standard shall not be applicable to the detention pond closest to Antioch Campground Road, which shall be designed as a shallow grassed and/or landscaped pond to maximize aesthetic appeal as shown in Exhibit A.*
16. *The lots impacted by the stormwater pond referenced in Exhibit A may be reduced in area to a minimum of 6,000 square feet. No more than 15 lots affected by this stormwater pond shall be permitted to be less than 8,000 square feet.*
17. *Development shall be age restricted, following HUD guidelines for 55+ communities.*
18. *A 10-foot landscape strip with an ornamental iron fence with brick or stone columns shall be installed along Antioch Campground Road. The applicant or developer shall have the option to install a fence and column of the same design along all portions of Allison Road, with prior notification of the Assistant Director of Planning and Development, and her acknowledgment.*
19. *Amenities including nature trail, pickleball courts, dog park, fire pit, swimming pool, and clubhouse shall be completed prior to twenty-five percent (25%) build-out. Additional amenities may be constructed by the developer at the discretion and approval of the Assistant Director of Planning and Development.*
20. *All retaining wall finishes shall be tumbled face products in natural stone colors.*
21. *Homes shall feature decorative carriage-style garage doors. A minimum of five (5) lots shall have homes with side-entry garages.*
22. *The pump station and discharge line shall be designed and constructed in such a way to accommodate only the subject development. The pump station shall not be upgraded or expanded to accommodate any future development.*
23. *Sidewalks shall be five (5) feet wide on both sides of the road.*
24. *All traffic engineering standards shall be met, and associated costs shall be the sole responsibility of the developer.*

25. *The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property: "Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."*
26. *Short Term Rentals shall be prohibited.*
27. *The development shall include a minimum of 30% open space as required by the Planned Residential Development. However, the development shall be exempt from open space requirements as listed in sections 17.430.100 through 17.430.150, as shown under the Conservation Subdivision design option chapter, which provides open space standards for such developments.*
28. *The traffic study shall be updated prior to the issuance of a Land Disturbance Permit. The traffic study shall reflect the revised site plan and proposed entrance on Allison Road. All recommendations of the traffic study, as well as any other traffic requirements (local, state, or federal) shall be adhered to. Any improvements shall be at the cost of the developer.*
29. *The developer shall be responsible for dedicating five (5) feet of right-of-way along the subject property frontage adjacent to Looper Lake Road. The transitional landscape buffer may be reduced to 45 feet in width along this affected boundary.*
30. *Developer shall install a double row silt fence plus hay bales along western boundary to protect stream during construction.*

County Administrator

Mr. Propes addressed the Board.

- *Stated this week is Public Service Recognition Week (first week of May) and thanked Hall County employees for their service to Hall County.*
- *Stated this week is also Municipal Clerks Week (May 5-11). Recognized Commission Clerk Jennifer Rivera and Deputy Clerk Abril Olivas for their service to Hall County.*

Commission Time

Commissioner Gregg Poole, District 3, stated that he would have voted for item 19 if the applicant had spoken with the neighboring homeowners.

Adjourn

Commissioner Powell/Commissioner Stowe — adjourn at 6:47 p.m. — unanimous



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (05/20/24)
REPORT TO: Voting Meeting (05/23/24)
ITEM NO: 306/2024
SUBJECT: Approve the May 8, 2024 Executive Session minutes.

Meetings:

Work Session Date: 05/20/24 **Voting Meeting Date:** 05/23/24

Executive Summary:

Presenter: CA
Recommendation:
 Approve.

Purpose of Request: Approve the May 8, 2024 Executive Session minutes.
History:

Facts and Issues: **Options:**

Funding Requested \$ 0.00
Are funds within current budget? No
Source of Funds
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.? No
Has it been reviewed by the County Attorney? Yes
Is there a deadline for this item? 2024-05-23

Approvals:

Approve	Attorney	Administration	Clerk
AO	AO	CR	AO

Attachments:



**HALL COUNTY BOARD OF COMMISSIONERS
MEETING MINUTES**

**Hall County Government Center 2nd Floor
2875 Browns Bridge Road
Gainesville, GA 30504**

**Streamed Live on Hall County Government's Website - www.hallcounty.org
Wednesday, May 08, 2024 - 05:15 PM**

Call to Order

Chairman Higgins at 5:17 p.m.

Present:

Chairman Richard Higgins, Vice-Chairman Gregg Poole and Commissioners Kathy Cooper, Billy Powell and Jeff Stowe

Also present were County Administrator Zach Propes, Assistant County Administrators Katie Crumley and Casey Ramsey, Commission Clerk Jennifer Rivera, Deputy Commission Clerk Abril Olivas, and County Attorney William Linkous III

Commissioner Poole/Commissioner Stowe — to go into Executive Session at 5:17 p.m. — unanimous

Executive Session

- 1 Discussion regarding land acquisition, land disposition, personnel matters, potential litigation and/or litigation. Executive Session is not open to the public. Executive Session is a lawfully closed meeting [§ 50-14-1 (a)(2)].

Commissioner Poole/Commissioner Powell — to adjourn the Executive Session at 5:58 p.m. — unanimous

Adjourn

Commissioner Powell/Commissioner Stowe — adjourn the Meeting at 5:58 p.m. — unanimous



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (05/20/24)

REPORT TO: Voting Meeting (05/23/24)

ITEM NO: 251/2024

SUBJECT: Approve the nominations of Alan Wayne, Brian Daniel and Alex Wayne to the Airport Advisory Committee to serve a term from June 6, 2024 to ending June 5, 2027. Commission Districts 1, 2, 3, and 4.

Meetings:

Work Session Date: 05/20/24

Voting Meeting Date: 05/23/24

Executive Summary:

Presenter: B

Recommendation:
n/a

Purpose of Request:

Airport Advisory Committee nominations (3) to serve a term from June 6, 2024 to ending June 5, 2024. Commission Districts 1, 2, 3, and 4.

History:

Alan Wayne is the current appointment.

Facts and Issues:

Hall County must provide the City of Gainesville with three (3) nominations. The City of Gainesville Council will choose the appointment.

Alan Wayne is willing and eligible to serve another term.

Options:

Funding Requested \$ 0.00

Are funds within current budget? No

Source of Funds

Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.? No

Has it been reviewed by the County Attorney? Yes

Is there a deadline for this item? 2024-06-05

Approvals:

Approve	Clerk
JR	JR

Attachments:



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (05/20/24)

REPORT TO: Voting Meeting (05/23/24)

ITEM NO: 252/2024

SUBJECT: Approve the re-appointment of Keith Morris to the Chicopee Woods Greens Committee to serve a term from July 1, 2024 to June 30, 2025. Commission Districts 1, 2, 3, and 4.

Meetings:

Work Session Date: 05/20/24

Voting Meeting Date: 05/23/24

Executive Summary:

Presenter: B
Recommendation: n/a

Purpose of Request:
 Chicopee Woods Greens Committee appointment to serve a term from July 1, 2024 to June 30, 2025. Commission Districts 1, 2, 3, and 4.

History:
 Keith Morris is the current appointment.

Facts and Issues:
 Keith Morris is willing and eligible to serve another term.

Options:

Funding Requested	\$ 0.00
Are funds within current budget?	No
Source of Funds	
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2024-06-30

Approvals:

Approve	Clerk
JR	JR

Attachments:



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (05/20/24)

REPORT TO: Voting Meeting (05/23/24)

ITEM NO: 253/2024

SUBJECT: Approve the appointment of Jesse Patton to the Citizens Advisory Committee of the Gainesville Hall Metropolitan Planning Organization (MPO) to serve a term from July 1, 2024 to June 30, 2027. Commission District 2.

Meetings:

Work Session Date: 05/20/24

Voting Meeting Date: 05/23/24

Executive Summary:

Presenter: B

Recommendation:

Purpose of Request:
Citizens Advisory Committee of the Gainesville Hall Metropolitan Planning Organization (MPO) appointment to serve a term from July 1, 2024 to June 30, 2027. Commission District 2.

History:
Tonita Buffington is the current appointment.

Facts and Issues:
Tonita Buffington is not eligible to serve another term.

Options:

Funding Requested	\$ 0.00
Are funds within current budget?	No
Source of Funds	
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2024-06-30

Approvals:

Approve	Clerk
JR	JR

Attachments:



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (05/20/24)

REPORT TO: Voting Meeting (05/23/24)

ITEM NO: 254/2024

SUBJECT: Approve the re-appointment of Brent Hoffman to the Citizens Advisory Committee of the Gainesville Hall Metropolitan Planning Organization (MPO) to serve a term from July 1, 2024 to June 30, 2027. Commission District 2.

Meetings:

Work Session Date: 05/20/24

Voting Meeting Date: 05/23/24

Executive Summary:

Presenter: B
Recommendation: n/a

Purpose of Request:
 Citizens Advisory Committee of the Gainesville Hall Metropolitan Planning Organization (MPO) appointment to serve a term from July 1, 2024 to June 30, 2027. Commission District 2.

History:
 Brent Hoffman is the current appointment.

Facts and Issues:
 Brent Hoffman is willing and eligible to serve another term.

Options:

Funding Requested	\$ 0.00
Are funds within current budget?	No
Source of Funds	
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2024-06-30

Approvals:

Approve	Clerk
JR	JR

Attachments:



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (05/20/24)

REPORT TO: Voting Meeting (05/23/24)

ITEM NO: 255/2024

SUBJECT: Approve the re-appointment of Renee Gerrell to the Citizens Advisory Committee of the Gainesville Hall Metropolitan Planning Organization (MPO) to serve a term from July 1, 2024 to June 30, 2027. Commission District 4.

Meetings:

Work Session Date: 05/20/24

Voting Meeting Date: 05/23/24

Executive Summary:

Presenter: B
Recommendation: n/a

Purpose of Request:
 Citizens Advisory Committee of the Gainesville Hall Metropolitan Planning Organization (MPO) appointment to serve a term from July 1, 2024 to June 30, 2027. Commission District 4.

History:
 Renee Gerrell is the current appointment.

Facts and Issues:
 Renee Gerrell is willing and eligible to serve another term.

Options:

Funding Requested	\$ 0.00
Are funds within current budget?	No
Source of Funds	
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2024-06-30

Approvals:

Approve	Clerk
JR	JR

Attachments:



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (05/20/24)

REPORT TO: Voting Meeting (05/23/24)

ITEM NO: 256/2024

SUBJECT: Approve the appointment of Bob Norton to the Citizens Advisory Committee of the Gainesville Hall Metropolitan Planning Organization (MPO) to serve a term from July 1, 2024 to June 30, 2027. Commission District 4.

Meetings:

Work Session Date: 05/20/24

Voting Meeting Date: 05/23/24

Executive Summary:

Presenter: B
Recommendation: n/a

Purpose of Request:
 Citizens Advisory Committee of the Gainesville Hall Metropolitan Planning Organization (MPO) appointment to serve a term from July 1, 2024 to June 30, 2027. Commission District 4.

History:
 Joseph Kennedy is the current appointment.

Facts and Issues:
 Joseph Kennedy is not eligible to serve another term.

Options:

Funding Requested	\$ 0.00
Are funds within current budget?	No
Source of Funds	
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2024-06-30

Approvals:

Approve	Clerk
JR	JR

Attachments:



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (05/20/24)

REPORT TO: Voting Meeting (05/23/24)

ITEM NO: 257/2024

SUBJECT: Approve the re-appointment of Commissioner Billy Powell to the Convention and Visitor's Bureau (CVB) to serve a term from June 12, 2024 to June 11, 2025. Chairman's Appointment.

Meetings:

Work Session Date: 05/20/24

Voting Meeting Date: 05/23/24

Executive Summary:

Presenter: B
Recommendation: n/a

Purpose of Request:
 Convention and Visitor's Bureau (CVB) appointment to serve a term from June 12, 2024 to June 11, 2025. Chairman's Appointment.

History:
 Commissioner Billy Powell is the current appointment.

Facts and Issues:
 Commissioner Billy Powell is willing and eligible to serve another term.

Options:

Funding Requested	\$ 0.00
Are funds within current budget?	No
Source of Funds	
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2024-06-11

Approvals:

Approve	Clerk
JR	JR

Attachments:

Attachments:



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (05/20/24)

REPORT TO: Voting Meeting (05/23/24)

ITEM NO: 260/2024

SUBJECT: Approve the re-appointment of Karla Swafford to the Department of Behavioral Health & Developmental Disabilities (DBHDD) Region 1 Advisory Council to serve a term from July 1, 2024 to June 30, 2027. Commission Districts 1, 2, 3, and 4.

Meetings:

Work Session Date: 05/20/24

Voting Meeting Date: 05/23/24

Executive Summary:

Presenter: B
Recommendation: n/a

Purpose of Request:
Department of Behavioral Health & Developmental Disabilities (DBHDD) Region 1 Advisory Council appointment to serve a term from July 1, 2024 to June 30, 2027. Commission Districts 1, 2, 3, and 4.

History:
Karla Swafford is the current appointment.

Facts and Issues:
Karla Swafford is willing and eligible to serve another term.

Options:

Funding Requested	\$ 0.00
Are funds within current budget?	No
Source of Funds	
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2024-06-30

Approvals:

Approve	Clerk
JR	JR

Attachments:



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (05/20/24)

REPORT TO: Voting Meeting (05/23/24)

ITEM NO: 262/2024

SUBJECT: Approve the re-appointment of Avery Niles to the Department of Behavioral Health & Developmental Disabilities (DBHDD) Region 1 Advisory Council to serve a term from July 1, 2024 to June 30, 2026. Commission Districts 1, 2, 3, and 4.

Meetings:

Work Session Date: 05/20/24

Voting Meeting Date: 05/23/24

Executive Summary:

Presenter: B
Recommendation: n/a

Purpose of Request:
Department of Behavioral Health & Developmental Disabilities (DBHDD) Region 1 Advisory Council appointment to serve a term from July 1, 2024 to June 30, 2026. Commission Districts 1, 2, 3, and 4.

History:
Avery Niles is the current appointment.

Facts and Issues:
Avery Niles was appointed on June 8, 2023. There was an error in the agenda item stating that the term expiration was June 30, 2024, however, the correct term end date should have been June 30, 2026. This agenda item is to correct this error.

Options:

Avery Niles is willing and eligible to complete the term.

Funding Requested \$ 0.00

Are funds within current budget? No

Source of Funds

Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.? No

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item?

2024-06-30

Approvals:

Approve	Clerk
JR	JR

Attachments:



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (05/20/24)

REPORT TO: Voting Meeting (05/23/24)

ITEM NO: 263/2024

SUBJECT: Approve the appointment of Ginger Folger to the Department of Family & Children Services to serve a term from July 1, 2024 to June 30, 2029. Commission District 4.

Meetings:

Work Session Date: 05/20/24

Voting Meeting Date: 05/23/24

Executive Summary:

Presenter: B
Recommendation: n/a

Purpose of Request:
 Department of Family & Children Services appointment to serve a term from July 1, 2024 to June 30, 2029. Commission District 4.

History:
 Tonya Harris Jackson is the current appointment.

Facts and Issues:
 Tonya Harris Jackson is not eligible to serve another term.

Options:

Funding Requested	\$ 0.00
Are funds within current budget?	No
Source of Funds	
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2024-06-30

Approvals:

Approve	Clerk
JR	JR

Attachments:



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (05/20/24)

REPORT TO: Voting Meeting (05/23/24)

ITEM NO: 264/2024

SUBJECT: Approve the re-appointment of Deborah Mack to the Georgia Mountains Regional Commission (GMRC) to serve a term from July 1, 2024 to June 30, 2025. Commission Districts 1, 2, 3, and 4.

Meetings:

Work Session Date: 05/20/24

Voting Meeting Date: 05/23/24

Executive Summary:

Presenter: B
Recommendation: n/a

Purpose of Request:
 Georgia Mountains Regional Commission (GMRC) appointment to serve a term from July 1, 2024 to June 30, 2025. Commission Districts 1, 2, 3, and 4.

History:
 Deborah Mack is the current appointment.

Facts and Issues:
 Deborah Mack is willing and eligible to serve another term.

Options:

Funding Requested	\$ 0.00
Are funds within current budget?	No
Source of Funds	
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2024-06-30

Approvals:

Approve	Clerk
JR	JR

Attachments:

GMRC Appointment Form



MEMORANDUM

To: Gina Kessler, GMRC Executive Assistant
From: _____
Re: Appointment for _____ County's Private Sector Appointee

The County and its City(s) have agreed to appoint or reappoint _____ as our Private Sector Representative on the GMRC Council to serve from July 1, 2024 to June 30, 2025

County or City Official

Position

Attest

Date

Please return to gkessler@gmrc.ga.gov no later than June 17th.



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (05/20/24)

REPORT TO: Voting Meeting (05/23/24)

ITEM NO: 265/2024

SUBJECT: Approve the re-appointment of Commissioner Kathy Cooper to the Library Board to serve a term from July 1, 2024 to June 30, 2025. Commission Districts 1, 2, 3, and 4.

Meetings:

Work Session Date: 05/20/24

Voting Meeting Date: 05/23/24

Executive Summary:

Presenter: B
Recommendation: n/a

Purpose of Request:
 Library Board appointment to serve a term from July 1, 2024 to June 30, 2025. Commission Districts 1, 2, 3, and 4.

History:
 Commissioner Kathy Cooper is the current appointment.

Facts and Issues:
 Commissioner Kathy Cooper is willing and eligible to serve another term.

Options:

Funding Requested	\$ 0.00
Are funds within current budget?	No
Source of Funds	
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2024-06-30

Approvals:

Approve	Clerk
JR	JR

Attachments:



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (05/20/24)

REPORT TO: Voting Meeting (05/23/24)

ITEM NO: 266/2024

SUBJECT: Approve the re-appointment of John Delzell to the Library Board to serve a term from July 1, 2024 to June 30, 2027. Commission District 2.

Meetings:

Work Session Date: 05/20/24

Voting Meeting Date: 05/23/24

Executive Summary:

Presenter: B
Recommendation: n/a

Purpose of Request:
Library Board appointment to serve a term from July 1, 2024 to June 30, 2027. Commission District 2.

History:
John Delzell is the current appointment.

Facts and Issues:
John Delzell is willing and eligible to serve another term.

Options:

The following citizens have expressed interest in serving: Matt Caudell and Amy Brigham

Funding Requested	\$ 0.00
Are funds within current budget?	No
Source of Funds	
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2024-06-30

Approvals:

Approve	Clerk
---------	-------

Approve	Clerk
JR	JR

Attachments:

- Interest Form - Matt Caudell
- Interest Form - Amy Brigham

Board Member Interest Form

1 message

noreply@revize.com <noreply@revize.com>

Fri, Feb 9, 2024 at 12:06 PM

Reply-To: mcaudell@sgwmfirm.com

To: lmackinney@hallcountylibrary.org

Cc: ajunius@hallcountylibrary.org

Name = Matt Caudell

Street-Address = 306 Clarendon Court

City = Gainesville

Zip-Code = 30501

Primary-Phone = 770530419

Secondary-Phone =

Email = mcaudell@sgwmfirm.com

Employer = Smith, Gilliam, Williams & Miles PA

Occupation = Attorney

Expression-of-interest = Having grown up in Hall County, I spent my summers as a child going to the summer programs at the Gainesville and Murrayville branches of the Hall County Library System. After graduating law school, I returned to Gainesville and purchased a home right off the square. Each Saturday, my Wife and I walk to the Gainesville library to spend a portion of our morning. The libraries in Hall County are a vital and unique part of our greater community. The Murrayville location, for example, serves an area of Hall County that otherwise would not have access to the classes, meeting spaces, publications, and other offerings of our library system. After graduating, I spent many, many hours studying the bar exam in one of the rooms of the Murrayville branch. With developments in technology, I feel strongly that the role of physical, brick and motor libraries is more important than ever. At UGA, I was a student employee in the law library and saw firsthand the benefits of offering a physical space to the community. Programs like Libby have helped our libraries to evolve and adapt to suit the needs of our community. Libby, however popular, does not fill the void of offering a meeting space to the community. Recently, I attended a program presented by the Hall County Master Gardeners at the Murrayville Branch one evening, and the common observation by all attendees was that the meeting space provided by the branch was a great service to our community. Should I be appointed to the Library Board, I would be honored to offer my time and experience as an attorney to assist the board in document/contract review and program development (specifically, summer programs like the ones I participated in as a child). Thank you for your consideration and for your service to Hall County!

agreement = Yes

verify-status =

Client IP = 12.175.31.186

Jennifer Rivera (Administration)

From: Amy Brigham <amybrigham@gmail.com>
Sent: Friday, April 19, 2024 11:21 AM
To: Jennifer Rivera (Administration)
Subject: Re: Library Board Interest

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Jennifer,

Thank you for your email. I am always happy to talk library.

I am a longtime youth development program & community volunteer and homeschooling parent who settled down in Hall County after my husband left active-duty military service for the Georgia National Guard. I have been here for just under six years and have come to love my “adopted hometown” greatly. I am always interested in finding ways to serve and support the community that so warmly welcomed me and my family.

Serving on the library board interests me in particular because reading is one of my most cherished hobbies and promoting literacy and lifelong learning for folks of all ages is a great passion of mine. From the time I was a little girl all the way to now as I prepare to watch my daughter graduate high school, my many varied local libraries have been a partner in education for both me and my child, an excellent resource to help stretch my family’s budget, a wonderful way to learn about our new communities, and a place that has provided refuge and adventure throughout the challenges inherent to life. Libraries are a wonderful treasure for the communities they support and one I am interested in helping to promote and protect.

Thank you for getting in contact with me.

Sincerely,

Amy Brigham
(706) 386-3327

On Fri, Apr 19, 2024 at 11:03 AM Jennifer Rivera (Administration) <jrivera@hallcounty.org> wrote:

Hi Amy,

Our office has been notified of your interest in serving on the Hall County Library Board. Can you please tell us a little about yourself (background, occupation, and why the interest in the Library Board)?

Jennifer Rivera

Board of Commissioners Clerk

Hall County Government

Tel: 770-297-2684

jrivera@hallcounty.org

www.hallcounty.org





AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (05/20/24)
REPORT TO: Voting Meeting (05/23/24)
ITEM NO: 268/2024
SUBJECT: Approve the appointment of Connie Higgins to the Library Board to serve a term from July 1, 2024 to June 30, 2027. Chairman's Appointment.

Meetings:

Work Session Date: 05/20/24

Voting Meeting Date: 05/23/24

Executive Summary:

Presenter: B
Recommendation: n/a

Purpose of Request:
Library Board appointment to serve a term from July 1, 2024 to June 30, 2027. Chairman's Appointment.

History:
Jamie Lovett is the current appointment.

Facts and Issues:
Jamie Lovett is not eligible to serve another term.

Options:

The following citizens have expressed interest in serving: Matt Caudell and Amy Brigham.

Funding Requested	\$ 0.00
Are funds within current budget?	No
Source of Funds	
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2024-06-30

Approvals:

Approve	Clerk
---------	-------

Approve	Clerk
JR	JR

Attachments:

- Interest Form - Matt Caudell
- Interest Form - Amy Brigham

Board Member Interest Form

1 message

noreply@revize.com <noreply@revize.com>

Fri, Feb 9, 2024 at 12:06 PM

Reply-To: mcaudell@sgwmfirm.com

To: lmackinney@hallcountylibrary.org

Cc: ajunius@hallcountylibrary.org

Name = Matt Caudell

Street-Address = 306 Clarendon Court

City = Gainesville

Zip-Code = 30501

Primary-Phone = 770530419

Secondary-Phone =

Email = mcaudell@sgwmfirm.com

Employer = Smith, Gilliam, Williams & Miles PA

Occupation = Attorney

Expression-of-interest = Having grown up in Hall County, I spent my summers as a child going to the summer programs at the Gainesville and Murrayville branches of the Hall County Library System. After graduating law school, I returned to Gainesville and purchased a home right off the square. Each Saturday, my Wife and I walk to the Gainesville library to spend a portion of our morning. The libraries in Hall County are a vital and unique part of our greater community. The Murrayville location, for example, serves an area of Hall County that otherwise would not have access to the classes, meeting spaces, publications, and other offerings of our library system. After graduating, I spent many, many hours studying the bar exam in one of the rooms of the Murrayville branch. With developments in technology, I feel strongly that the role of physical, brick and motor libraries is more important than ever. At UGA, I was a student employee in the law library and saw firsthand the benefits of offering a physical space to the community. Programs like Libby have helped our libraries to evolve and adapt to suit the needs of our community. Libby, however popular, does not fill the void of offering a meeting space to the community. Recently, I attended a program presented by the Hall County Master Gardeners at the Murrayville Branch one evening, and the common observation by all attendees was that the meeting space provided by the branch was a great service to our community. Should I be appointed to the Library Board, I would be honored to offer my time and experience as an attorney to assist the board in document/contract review and program development (specifically, summer programs like the ones I participated in as a child). Thank you for your consideration and for your service to Hall County!

agreement = Yes

verify-status =

Client IP = 12.175.31.186

Jennifer Rivera (Administration)

From: Amy Brigham <amybrigham@gmail.com>
Sent: Friday, April 19, 2024 11:21 AM
To: Jennifer Rivera (Administration)
Subject: Re: Library Board Interest

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Jennifer,

Thank you for your email. I am always happy to talk library.

I am a longtime youth development program & community volunteer and homeschooling parent who settled down in Hall County after my husband left active-duty military service for the Georgia National Guard. I have been here for just under six years and have come to love my “adopted hometown” greatly. I am always interested in finding ways to serve and support the community that so warmly welcomed me and my family.

Serving on the library board interests me in particular because reading is one of my most cherished hobbies and promoting literacy and lifelong learning for folks of all ages is a great passion of mine. From the time I was a little girl all the way to now as I prepare to watch my daughter graduate high school, my many varied local libraries have been a partner in education for both me and my child, an excellent resource to help stretch my family’s budget, a wonderful way to learn about our new communities, and a place that has provided refuge and adventure throughout the challenges inherent to life. Libraries are a wonderful treasure for the communities they support and one I am interested in helping to promote and protect.

Thank you for getting in contact with me.

Sincerely,

Amy Brigham
(706) 386-3327

On Fri, Apr 19, 2024 at 11:03 AM Jennifer Rivera (Administration) <jrivera@hallcounty.org> wrote:

Hi Amy,

Our office has been notified of your interest in serving on the Hall County Library Board. Can you please tell us a little about yourself (background, occupation, and why the interest in the Library Board)?

Jennifer Rivera

Board of Commissioners Clerk

Hall County Government

Tel: 770-297-2684

jrivera@hallcounty.org

www.hallcounty.org





AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (05/20/24)

REPORT TO: Voting Meeting (05/23/24)

ITEM NO: 269/2024

SUBJECT: Approve the re-appointment of Mark Arnold to the Region II Emergency Medical Services (EMS) Advisory Council to serve a term from July 1, 2024 to June 30, 2027. Commission Districts 1, 2, 3, and 4.

Meetings:

Work Session Date: 05/20/24

Voting Meeting Date: 05/23/24

Executive Summary:

Presenter: B
Recommendation: n/a

Purpose of Request:
 Region II Emergency Medical Services (EMS) Advisory Council appointment to serve a term from July 1, 2024 to June 30, 2027. Commission Districts 1, 2, 3, and 4.

History:
 Mark Arnold is the current appointment.

Facts and Issues:
 Mark Arnold is willing and eligible to serve another term.

Options:

Funding Requested	\$ 0.00
Are funds within current budget?	No
Source of Funds	
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2024-06-30

Approvals:

Approve	Clerk
JR	JR

Attachments:

EMS Appointment Letter



_____ (Date)

To the Northeast Georgia Region 2 Emergency Medical Services Advisory Council,

On Behalf of _____ County, I/we nominate _____ to serve on the Northeast Georgia Region 2 Emergency Medical Services Council to fill the current term **July 1st 2024 - June 30th 2027**, for our county. I also understand that the position is not automatically renewed and requires a renewal or replacement decision from said county before the end of the term.

The current representative whose term is expiring is _____

Please let us know about your decision by June 12th, 2023, by completing the attached nomination letter. Your options are:

1. Reappoint _____ for another 3-yr. term ending **June 30th, 2027**.
2. Appoint a new representative from the recommended stakeholder list and send us his/her contact information for a term ending in June 2026.

I/We understand my/our decision must be received by **June 15th, 2024**, so we can notify the new representative of their attendance requirements and give a copy of the by-laws prior to the June 20th, 2024, meeting, and the locations of said meeting.

_____ (Please type or print name clearly)
Commissioner Representative

_____ (Signature) _____ (Date)

Please provide the following information for your representative:

Mailing Address _____ City _____ State _____ Zip _____

Email address _____ Phone Number _____

Employer _____ Title/Position _____

Please mail or email your decision to the following address:

Lanier Swafford
Region 2 OEMS- Regional Director
2916 Highway 136 West
Dawsonville, GA 30534
lanier.swafford@dph.ga.gov



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (05/20/24)

REPORT TO: Voting Meeting (05/23/24)

ITEM NO: 287/2024

SUBJECT: Approve the renewal of the annual contract for IFB #001-43 Athletic Uniforms Supply for Parks & Leisure to Hobbs Sporting Goods, Inc. of Gainesville, GA. The estimated annual cost is \$62,440.00.

Meetings:

Work Session Date: 05/20/24

Voting Meeting Date: 05/23/24

Executive Summary:

Presenter: BH
Recommendation: Approve.

Purpose of Request:
 Approve the renewal of the annual contract for IFB #001-43 Athletic Uniforms Supply for Parks & Leisure to Hobbs Sporting Goods, Inc. of Gainesville, GA. The estimated annual cost is \$62,440.00.

History:
 This bid was originally approved on 06/09/2022, agenda item #275/2022. This vendor is in good standing with the County.

Facts and Issues:
 This is year three (3) of a possible five (5) year contract.

Options:

Funding Requested	\$ 62,440.00
Are funds within current budget?	Yes
Source of Funds	Parks & Leisure
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Buyer	Submit	Approve	Purchasing
MH	BH	BH	AP

Budget	Finance	Attorney	Administration
EW	TS	WLI	CR
Clerk			
JR			

Attachments:

Financial Supplement
001-43 Athletic Uniform Supply - Renewal Contract



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 287/2024

Funds Requested: \$ 62,440.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Parks & Leisure

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	273-PARKS & LEISURE SERVICES FUND	6210-PARKS AND LEISURE SERVICES	531700-UNIFORMS	\$62,440.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: BH

Phone: (678) 997-5823



Hall County Government
FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

Date: 05/06/2024

To: Richard Higgins, Chairman, BOC

From: Mike Hawkins, Buyer

Your signature is requested to execute the attached annual contract renewal document for:

Bid/Contract No: 001-43-2

Bid/Contract Name: Athletic Uniforms Supply Annual Contract

Department(s) Requesting Contract: Parks & Leisure

Award Recipient Name: Hobbs Sporting Goods

Contract Description:

Annual Contract New Renewal

Prior Year's Spend: \$53,504

Price Increase Requested Increase Percentage: 0%

Project/Service Contract Estimated Amount: \$62,440

Product Contract Estimated Amount: \$0

Comments: Year three (3) of a possible five (5) year contract. Parks & Leisure has requested that this renewal be awarded to Hobbs Sporting Goods, as they have been the previous contract holder and have provided excellent service over the last year.

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR
Taylor Samples, CPA

Supplement Agreement #1

Athletic Uniform Supply

March 13, 2024

Whereas, the County desires to extend the contract period for a one-year period through June 30, 2025, in accordance with the terms and conditions of Contract# 001-43, Athletic Uniform Supply, and

Whereas the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the extension as stated and therefore, the above numbered contract is hereby changed as follows:

1. By extending the contract coverage for a one-year period through June 30, 2025,
2. Allow for price adjustments as agreed to and recorded in Attachment A,
3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved per the County's Purchasing Policies through the Contract Administrator prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

Subscribed and sworn to in our presence this _____ day of _____, 2024

Hall County, Georgia

Notary Public
Commission expires: _____

By: _____
Richard Higgins
Chairman, Board of Commissioners

Subscribed and sworn to in our presence this 2 day of May, 2024

Hobbs Sporting Goods

Notary Public
Commission expires: 04/27/2027

By: Nate Miller
Nate Miller



APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (05/20/24)

REPORT TO: Voting Meeting (05/23/24)

ITEM NO: 286/2024

SUBJECT: Approve the renewal of the annual contract for RFQ/P #44-012 Athletic Officiating Services for Parks & Leisure to Hall County Officials of Flowery Branch, GA. The estimated annual cost is \$148,000.00.

Meetings:

Work Session Date: 05/20/24

Voting Meeting Date: 05/23/24

Executive Summary:

Presenter: BH
Recommendation: Approve.

Purpose of Request:
 Approve the renewal of the annual contract for RFQ/P #44-012 Athletic Officiating Services for Parks & Leisure to Hall County Officials of Flowery Branch, GA. The estimated annual cost is \$148,000.00.

History:
 This bid was originally approved on 08-10-2023, agenda item #424/2023. This vendor is in good standing with the County.

Facts and Issues:
 This is year two (2) of a possible five (5) year contract.

Options:

Funding Requested	\$ 148,000.00
Are funds within current budget?	Yes
Source of Funds	Park and Leisure Fund
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Buyer	Submit	Approve	Purchasing
MH	BH	BH	AP

Buyer	Submit	Approve	Purchasing
Budget	Finance	Attorney	Administration
EW	TS	WLI	CR
Clerk			
JR			

Attachments:

Financial Supplement
44-012 Athletic Officiating Services - Renewal Contract



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 286/2024

Funds Requested: \$ 148,000.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Park and Leisure Fund

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	273-PARKS & LEISURE SERVICES FUND	6210-PARKS AND LEISURE SERVICES	523850-CONTRACT LABOR	\$148,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: BH

Phone: (678) 997-5823



Hall County Government

FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

Date: 05/06/2024

To: Richard Higgins, Chairman, BOC

From: Mike Hawkins, Buyer

Your signature is requested to execute the attached bid/contract award documents for:

Bid/Contract No: 44-012-1

Bid/Contract Name: Athletic Officiating Services Annual Contract

Department(s) Requesting Contract: Parks & Leisure

Award Recipient Name: Hall County Officials

Contract Description:

Annual Contract New Renewal

Prior Year's Spend: \$126,830

Price Increase Requested Increase Percentage: 0%

Project/Service Contract Estimated Amount: \$148,000

Product Contract Estimated Amount: \$0

Comments: Year two (2) of a possible five (5) year contract. Parks & Leisure has requested that this renewal be awarded to Hall County Officials, as they have been the previous contract holder and have provided excellent service over the last year.

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR
Taylor Samples, CPA

Supplement Agreement #1

Athletic Officiating Services

March 13, 2024

Whereas, the County desires to extend the contract period for a one-year period through June 30, 2025, in accordance with the terms and conditions of Contract# 44-012, Athletic Officiating Services, and

Whereas the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the extension as stated and therefore, the above numbered contract is hereby changed as follows:

1. By extending the contract coverage for a one-year period through June 30, 2025,
2. Allow for price adjustments as agreed to and recorded in Attachment A,
3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved per the County's Purchasing Policies through the Contract Administrator prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.



Subscribed and sworn to in our presence this 2nd day of May, 2024

Deborah Ann Leggett

Notary Public

Commission expires: 9/13/27

Hall County, Georgia

By: _____
Richard Higgins
Chairman, Board of Commissioners

Hall County Officials

Subscribed and sworn to in our presence this _____ day of _____, 2024

Notary Public
Commission expires: _____

By: *Corey Collins*

Corey Collins
President



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (05/20/24)

REPORT TO: Voting Meeting (05/23/24)

ITEM NO: 274/2024

SUBJECT: Approve the renewal of annual contract for IFB #012-43 Elevator Repair Services for Facilities Management to Premier Elevator Company (dba Elevated) of Stockbridge, GA. The estimated annual cost is \$65,050.00.

Meetings:

Work Session Date: 05/20/24

Voting Meeting Date: 05/23/24

Executive Summary:

Presenter: WD
Recommendation: Approve.

Purpose of Request:
Approve the renewal of annual contract for IFB #012-43 Elevator Repair Services for Facilities Management to Premier Elevator Company (dba Elevated) of Stockbridge, GA. The estimated annual cost is \$65,050.00.

History:
Premier Elevator has been the contract holder since FY 2023 and is a vendor in good standing with the County.

Facts and Issues:
This is year three (3) of a possible three (3) year contract. The vendor is requesting an overall four percent (4%) increase in pricing for FY 2025.

Options:

Funding Requested	\$ 65,050.00
Are funds within current budget?	Yes
Source of Funds	Various
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2024-06-30

Approvals:

Buyer	Submit	Purchasing	Budget
JD	WD	AY	EW
Finance	Attorney	Administration	Clerk
TS	WLI	CR	JR

Attachments:

Financial Supplement

Contract - Premier Elevator

Contract #012-43 Attachment A



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 274/2024

Funds Requested: \$ 65,050.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Various

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	TBD	TBD	522200-REPAIRS AND MAINTENANCE	\$65,050.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: KI

Phone: 678-616-4517



Hall County Government
FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

Date: 04/25/2024

To: Richard Higgins, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached bid/contract award documents for:

Bid/Contract No: 012-43-2

Bid/Contract Name: Elevator Repair Services Annual Contract

Department(s) Requesting Contract: Building Maintenance

Award Recipient Name: Premier Elevator

Contract Description:

Annual Contract New Renewal

Prior Year's Spend: \$52,040

Price Increase Requested Increase Percentage: 3.5%

Project/Service Contract Estimated Amount: \$65,050

Product Contract Estimated Amount: \$0

Comments: Year three (3) of a possible three (3) year contract. Premier Elevator is in good standing with the County. Vendor is requesting a four percent (4%) increase in pricing overall. Their provided explanation for the increases is found on Attachment A and spreadsheet which shows price differences from FY24, which are both attached.

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR
Taylor Samples, CPA

Contract Renewal #2

Elevator Repair Services Annual Contract

March 14, 2024

Whereas, the County desires to Renew the Contract period for a one year period through June 30, 2025, in accordance with the terms and conditions of Bid #012-43, Elevator Repair Services Annual Contract for dated July 1, 2022; and

Whereas, the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the Renewal as stated and therefore, the above numbered contract is hereby changed as follows:

1. By extending the Contract Term through June 30, 2025.
2. Allow for price adjustments as agreed to and recorded in Attachment A,
3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved in writing prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

Therefore, With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

Premier Elevator

HALL COUNTY, GEORGIA

By: *[Signature]*
 Print Name: James Duda
 Title: Regional Vice President

By: _____
 Richard Higgins, Chairman
 Board of Commissioners

Date: _____

Sworn to and subscribed before me this

Attestment: _____

8 Day of April, 2024

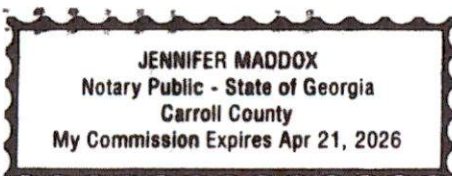
County Clerk

Approved as to Form

Notary Public: *[Signature]*

[Signature]

Notary commission expires: 4/21/2026



State of Georgia
County of Hall

Contract #012-43-2

Attachment A

Elevator Repair Services Annual Contract

March 13, 2024

Whereas, the Contractor and the County have agreed to a change in the contract prices and have recorded them below, and have both agreed to their rates, the prices associated with this contract are hereby changed upon approval of the County:

As our valued partners, we appreciate the opportunity to continue serving Hall County. After a thorough review of our costs and industry standards, we find it necessary to implement a 4% escalation on elevator maintenance services for the upcoming 2024-2025 renewal period. This adjustment will result in a monthly price increase from \$4,752.68 to \$4,935.39, ensuring that we can continue to uphold the high standards of service you expect and deserve. Attached, please find the detailed breakdown (Attachment A) outlining the revised monthly total and hourly service rates. We appreciate your continued trust in our services and look forward to another year of partnership with Hall County.

State of Georgia County of Hall		Attachment A		IFB#012-43
<u>Elevator Repair Services Annual Contract 2024-2025</u>				
	Item Description Site Specific Monthly Maintenance	<u>2023-2024 Renewal</u>	<u>2024-2025 Renewal</u>	<u>Escalation %</u>
1	HCGC - Three Traction Units	\$854.88	\$889.08	4%
2	HCGC - One Hydraulic Units	\$170.56	\$177.38	4%
3	Courthouse -Six Traction Units	\$1,424.80	\$1,350.00	4%
4	Courthouse Annex Bldg - Four 'Dover' Units	\$682.24	\$709.53	4%
5	Courthouse Parking Deck - One 'Dover' Unit	\$86.32	\$90.00	4%
6	Main Library- Two US Elevator Units	\$170.56	\$177.38	4%
7	JAS Building - One Unit	\$86.32	\$89.77	4%
8	Mulberry Creek CC -One Unit	\$86.32	\$89.77	4%
9	East Hall CC - One Unit	\$170.56	\$177.38	4%
10	Jail - Four Thyssenkrupp Units	\$664.56	\$691.14	4%
11	Sheriffs LEG - One Hydraulic Unit	\$170.56	\$177.38	4%
12	Emergency Services Complex - One Thyssenkrupp Unit	\$185.00 - NEW	\$185.00	0%
Section H - Monthly Maintenance Total		\$4,752.68	\$4,803.81	
General Services				
1	Maintenance/Repair-Regular Time Rate			
1a	Mechanic- Hourly Rate	\$255.00	\$265.00	4%
1b	Helper- Hourly Rate	\$195.00	\$200.00	3%
1c	Team - Hourly Rate Maintenance/Repair-OverTimeRate	\$430.00	\$445.00	3%
2	Maintenance/Repair-Overtime Rate			
2a	Mechanic - Hourly Rate	\$370.00	\$380.00	3%
2b	Helper - Hourly Rate	\$280.00	\$290.00	4%
2c	Team - Hourly Rate	\$630.00	\$650.00	3%
3	Materials Mark-Up (Cost Plus %)	20.00%	20.00%	
4a	Does your company have a scheduled chart for maintenance or preventative maintenance?	YES	YES	
4b	Does your company have a 'repair recommendation and materials request form'?	YES	YES	
4c	Does your company have a 'time ticket' or 'service call ticket' for use with each service?	YES	YES	
4d	Does your company have the ability to respond to an emergency repair service?	YES	YES	

IFB #012-43 Elevator Repair Services Annual Contract		Premier Elevator		
		FY24 Pricing	Requested FY25 Price Revisions	
No.	Item Description	PRICE	PRICE	% of Change
	Sec H - Site Specific Monthly Maintenance			
1	HCGC - Three Traction Units	\$854.88	\$889.08	4%
2	HCGC - One Hydraulic Units	\$170.56	\$177.38	4%
3	Courthouse - Six Traction Units	\$1,424.80	\$1,481.79	4%
4	Courthouse Annex Bldg - One 'Dover' Unit	\$682.24	\$709.53	4%
5	Courthouse Parking Deck - One 'Dover' Unit	\$86.32	\$89.77	4%
6	Main Library - Two US Elevator Units	\$170.56	\$177.38	4%
7	JAS Building - One Unit	\$86.32	\$89.77	4%
8	Mulberry Creek CC - One Unit	\$86.32	\$89.77	4%
9	East Hall CC - One Unit	\$170.56	\$177.38	4%
10	Jail - Four Thyssenkrupp Units	\$664.56	\$691.14	4%
11	Sheriff's LEC - One Hydraulic Unit	\$170.56	\$177.38	4%
12	Emergency Services Complex - One Thyssenkrupp Unit	\$185.00	\$185.00	0%
	Section H -Fixed Monthly Maintenance Total	\$4,752.68	\$4,935.37	4%
	General Services			
1	Maintenance/Repair - Regular Time Rate			
1a	Mechanic - Hourly Rate	\$255.00	\$265.00	4%
1b	Helper - Hourly Rate	\$195.00	\$200.00	3%
1c	Team - Hourly Rate	\$430.00	\$445.00	3%
2	Maintenance/Repair - OverTime Rate ^			
2a	Mechanic - Hourly Rate	\$370.00	\$380.00	3%
2b	Helper - Hourly Rate	\$280.00	\$290.00	4%
2c	Team - Hourly Rate	\$630.00	\$650.00	3%
3	Materials Mark-Up (Cost Plus %)	20%	20%	3.5%
4a	Does your company have a 'scheduled chart for maintenance or preventative maintenance?	YES	YES	
4b	Does your company have a 'repair recommendation and materials request form'?	YES	YES	
4c	Does your company have a 'time ticket' or 'service call ticket' for use with each service?	YES	YES	
4d	Does your company have the ability to respond to an emergency repair service?	YES	YES	



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (05/20/24)

REPORT TO: Voting Meeting (05/23/24)

ITEM NO: 225/2024

SUBJECT: Approve the award of Task Order #2024-032 Courtroom Lighting Conversion for 4th Floor of Hall County Courthouse under RFQ #43-007 Demand Services for On-Call Electrical Contractors for Facilities Management to DeHart and Hill Electric, Inc. of Cumming, GA, in the amount of \$167,696.00.

Meetings:

Work Session Date: 05/20/24

Voting Meeting Date: 05/23/24

Executive Summary:

Presenter: WD

Recommendation:

Approve.

Purpose of Request:

Approve the award of Task Order #2024-032 Courtroom Lighting Conversion for 4th Floor of Hall County Courthouse under RFQ #43-007 Demand Services for On-Call Electrical Contractors for Facilities Management to DeHart and Hill Electric, Inc. of Cumming, GA, in the amount of \$167,696.00.

History:

This Task Order was a result of the competitively bid RFQ/P #43-007 Demand Services for On-Call Electrical Contractors.

Facts and Issues:

DeHart and Hill will convert existing light fixtures, controls, and switches in courtrooms 401, 402, 403, and 404 to more efficient fixtures and equipment. Courtroom 401 will be the first room converted. After satisfactory evaluation of Courtroom 401 after work is completed, Courtrooms 402, 403, and 404 will be subsequently converted.

Options:

Funding Requested

\$ 167,696.00

Are funds within current budget?

Yes

Source of Funds

SPLOST VIII

Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.? Yes

Has it been reviewed by the County Attorney? Yes

Is there a deadline for this item?

Approvals:

Buyer	Submit	Purchasing	Budget
AY	WD	AY	EW
Finance	Attorney	Administration	Clerk
TS	WLI	CR	JR

Attachments:

Financial Supplement

Bid Tab

DeHart and Hill Task Order Response



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 225/2024

Funds Requested: \$ 167,696.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

SPLOST VIII

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	324-SPLOST VIII	1565-BUILDINGS AND MAINTENANCE	541300-BUILDING AND IMPROVEMENTS	\$167,696.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: KI

Phone: 6786144517



Hall County Government
FINANCIAL SERVICES

Task Order #2024-032

Courtroom Lighting Conversion for 4th Floor of Hall County Courthouse

Demand Services for On-Call Electrical Contractors Contract # 43-007

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

PROJECT DESCRIPTION

The Hall County Building Maintenance Department is requesting Task Order bids for converting ceiling lighting in each of the four (4) courtrooms on the 4th floor of the Hall County Courthouse.

Task Order bids must be received or emailed by Thursday, April 11, 2024, on the 4th floor of the Hall County Government Center, located at 2875 Browns Bridge, Gainesville, GA 30504 by 2:00pm. Email bids to andrew.youngblood@hallcounty.org.

SCHEDULE OF EVENTS

Release Date: Tuesday, March 26, 2024

Mandatory Site Visit: Tuesday, April 2, 2024 at 9:00am. Ladders will be provided by the County for Bidders to access areas above ceiling tile grids. Failure to attend this mandatory site visit will disqualify a bid.

Due Date: Thursday, April 11, 2024 by 2:00pm EST.

SCOPE OF WORK

See Addendum 1 – Stamped Drawings

This is a turnkey project. The Scope of Work is removing and disposing of existing ceiling lighting, controls, and switches and replacing with new ceiling lighting, controls, and switches. Coordinate any interruption of electrical service to the courthouse with the local electrical service provider and notify courthouse personnel of any anticipated interruption of electrical service within a reasonable time. The Scope will also include:

- To the greatest extent possible, reuse existing conduit, wiring, and supports.
- Electrical panel(s) are to be modified to accommodate any additional capacity needed.
 - Electrical panel(s) schedules are to be modified accordingly.
- Provide unswitched conductor for interior emergency lights, emergency lighting units, and exit signs.

Work shall begin in Courtroom 401 until Courtroom 401 is 100% completed. Then, work may progress to any of the other three (3) courtrooms on the 4th floor.

Work shall be performed outside of regular business hours of 8am-5pm Monday-Friday, or on weekends, so as not to disrupt courtroom proceedings and participants. Dates and times of scheduled work will be coordinated by the contractor with the Hall County Sheriff's Office. A Sheriff's Deputy must be present in the Courthouse building for work to be performed. Under no circumstances is any work to be performed without a Sheriff's Deputy present in the Courthouse building. If work is to be performed during the week, courtrooms shall be free of debris, materials, tools, and other equipment for the following day's business. All ceiling tiles, insulation, wires, cables, or other hardware shall be returned to their full operational status.

Lump Sum Bid for Courtroom 401 \$ 41,924.00

Lump Sum Bid for Courtroom 402 \$ 41,924.00

Lump Sum Bid for Courtroom 403 \$ 41,924.00

Lump Sum Bid for Courtroom 404 \$ 41,924.00

Lead Time for materials: 12 weeks

Sign below and return to andrew.youngblood@hallcounty.org.

Signature

DeHart and Hill Electric
(Contractor's Full Legal Corporate Name)

By: Shawn J Hill

Title: owner

Print Name: Shawn J Hill

Date: 4/11/24

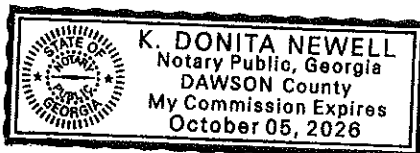
HALL COUNTY, GEORGIA

By: _____
Richard Higgins, Chairman
Hall County Board of Commissioners

Date: _____

Attestment: _____
Board of Commissioners Clerk

K. Donita Newell
10-5-2024





AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (05/20/24)

REPORT TO: Voting Meeting (05/23/24)

ITEM NO: 282/2024

SUBJECT: Approve the award of IFB #014-45 New Tires, Related Parts and Services for various County departments to Kesler Tire Service, Inc. of Gainesville, GA and Harrison Tire Service of Gainesville, GA. The estimated annual cost is \$473,935.00.

Meetings:

Work Session Date: 05/20/24

Voting Meeting Date: 05/23/24

Executive Summary:

Presenter: W D

Recommendation:
Approve.

Purpose of Request:

Approve the award of IFB #014-45 New Tires, Related Parts and Services for various County departments to Kesler Tire Service, Inc. of Gainesville, GA and Harrison Tire Service of Gainesville, GA. The estimated annual cost is \$473,935.00.

History:

Kesler Tire Services and Harrison Tire both held the previous contract and are vendors in good standing with the County.

Facts and Issues:

This is year one (1) of a possible five (5) year contract.

Fire Rescue, Sheriff, and Road Maintenance all reviewed the bid tabulation and agreed to award to Kesler Tire Services and Harrison Tire. In the past, Southern Tire Mart was part of the tire and related parts and services contract. However, each departments had issues with them not being able to provide alignment services when purchasing new tires. Regular sized tires would need to be ordered delaying service and vehicles being out of commission causing issues for departments with limited resources. Southern Tire provided good service when in stock items were needed but it was requested not to award to them at this time.

Options:

Funding Requested \$ 473,935.00

Are funds within current budget? Yes

Source of Funds Various

Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.? Yes

Has it been reviewed by the County Attorney? Yes

Is there a deadline for this item?

Approvals:

Buyer	Submit	Purchasing	Budget
JD	WD	AP	EW
Finance	Attorney	Administration	Clerk
TS	WLI	CR	JR

Attachments:

Financial Supplement

Contract - Harrison Tire

Contract - Kesler Tire

Bid Tabulation - Tires (New) and Related Parts



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 282/2024

Funds Requested: \$ 473,935.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Various

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	TBD	TBD	522205-VEHICLE MAINTENANCE	\$473,935.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: WD

Phone: 678-989-8540



Hall County Government

FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

Date: 05/02/2024

To: Richard Higgins, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached bid/contract award documents for:

Bid/Contract No: 014-45

Bid/Contract Name: Tires (New) & Related Parts & Services Annual Contract

Department(s) Requesting Contract: Various Departments

Award Recipient Name: Kesler Tire Services, Inc., and Harrison Tire

Contract Description:

Annual Contract New Renewal

Prior Year's Spend: \$379,148

Price Increase Requested Increase Percentage: 0%

Project/Service Contract Estimated Amount: \$473,935

Product Contract Estimated Amount: \$0

Comments: Year one (1) of a possible five (5) year contract. There were three (3) proposals received for this bid: Kesler Tire Services, Inc., Harrison Tire, and Southern Tire Mart. The bid tabulation is attached for review.

The bid tabulation was reviewed by Fire Rescue, Sheriff, and Road Maintenance. All agreed to award this contract to Kesler Tire Services, Inc., and Harrison Tire due to previous history with both vendors. In the past, Southern Tire Mart was part of this contract however, each department had issues with them not being able to provide alignment services when purchasing new tires. Regular size tires would need to be ordered delaying service and vehicles being out of commission causing issues for departments with limited resources. Southern Tire provided good service when in stock merchandise was needed but it was requested not to award to them at this time.

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR
Taylor Samples, CPA



Hall County Government

FINANCIAL SERVICES

CONTRACT FOR SERVICES

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT # 014-45

For the provision of Tires (New) & Related Parts & Services Annual Contract

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

ARTICLE #101 - INTRODUCTION

This Contract for Tires (New) & Related Parts & Services (hereinafter "Services") as entered into on _____, and with a limited term from July 1, 2024 to June 30, 2025 is by and between; Hall County, Georgia, (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Harrison Tire, located at Rt W Academy St, Gainesville, Ga 30501 (Hereinafter "Contractor"). Contractor is an entity that is legally registered and qualified, and holding any such licenses and certifications as may be required to render Services to do business in the State of Georgia. County and Contractor are known individually as a "Party" and collectively as the "Parties".

Whereas, the Parties do mutually desire to enter into this Contract to document the provision of Services or other good and valuable consideration by the Contractor to the County in exchange for payment as compensation, and

Whereas, this contract will become legally binding and executed upon signature by both parties, and

Whereas, any Exhibits, Attachments, and references are all incorporated herein by reference, and

NOW, THEREFORE and in consideration of the terms, conditions, mutual promises, covenants and agreements made as expressed and contained herein, or attached and incorporated and made a part hereof, and other good and valuable consideration, expressed by a valid offer and acceptance, the receipt and sufficiency of which the parties hereby acknowledge, the Parties hereto agree as follows:

ARTICLE #102 – CONTRACT

A. Contractor agrees to provide the Services to the County as detailed as the **Scope of Work**.

- B. County hereby agrees as good and valuable compensation as provided in the attached quote, as incorporated herein by reference, (including Performance & Payment Bonds and all permits if required) shown below:
- C. **Price Escalation Clause.** Contractor may request up to, but no more than, a four-Percent (4%) price escalation adjustment to this contract at each time of contract renewal.

ARTICLE #103 - NOTICES:

To the extent that either party to this Contract are required to provide notice(s) to the other party in compliance herewith, then the party shall direct notice(s) to the following persons:

COUNTY PROJECT MANAGER

Dusty Johnson
 Fleet Maintenance
 1670 Barber Rd.
 Gainesville, GA 30507
 mdjohnson@hallcounty.org
 Ph: (770)718-2349

COUNTY ISSUING OFFICER

Julie Dorough
 Buyer
 Hall County Purchasing Division
 2875 Browns Bridge Rd
 Gainesville, GA 30504
 jdorough@hallcounty.org
 Ph: (770) 535-8270

CONTRACTOR'S CONTACT INFO

NAME *HARRISON TIRE*
 TITLE *JAMES M HARRISON*
 COMPANY *PRESIDENT*
 ADDRESS *124 W ACADEMY ST*
 CITY, STATE ZIPCODE *GAINESVILLE, GA 30501*
 EMAIL ADDRESS *HTSHOC@ADL.COM*
 PHONE # *770 536-2361*

REMIT-TO ADDRESS (if different).

Same

ARTICLE #104 – NON-EXCLUSIVE RIGHTS:

The Contract is not exclusive. The County reserves the right to select other Contractors to provide the Services similar to those described in this Contract, during the term of the Contract should the need arise or the contractor fail to perform.

ARTICLE #105 – CONTRACT TERM:

For construction projects, until substantial and final completion of services according to the time-schedule and after all sub-contractor(s) and material suppliers liens are satisfied.

ARTICLE #106 - CONTRACT AMENDMENTS AND MODIFICATION:

This Contract can only be modified, amended, or added to in writing and fully executed by both parties hereto. This Contract document constitutes the sole and entire Contract and understanding between the parties as to the subject matter hereof, and no verbal promises have been made by either party in relation hereto.

ARTICLE # 107 – REMEDIES AND CONTRACT PERFORMANCE:

In the event that either party to this Contract breaches this Contract, including by failure to meet the timetables set forth herein, the non-breaching party shall provide written notice to the breaching party which describes the breach of this Contract. The party whose breach is alleged shall have thirty (30) days from the date of receipt of the written notice to cure the breach or to otherwise negotiate a resolution of the breach.

If the breach has not been cured and the parties hereto have not resolved the issue described in the notice letter by thirty (30) days after receipt of the notice letter, the party authoring the letter shall be entitled to seek any and all remedies allowed by Georgia law, including damages, equitable relief, declaratory relief, specific performance, and/or seeking relief as to any bonds issued hereon. Additional provisions are;

A. Delay or Impossibility of Performance. Any failure or delay must be beyond the control of and without the fault or negligence of the Contractor. If the Services to be provided to the County are interrupted by a Force Majeure Event, as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due to the Contractor under this Contract. If delay results from a subcontractor's negligent conduct or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract. Epidemics and pandemics are not considered Force Majeure events by the County.

Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, acts of war, civil unrest, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of Force Majeure.

Definition: The term 'force majeure' as defined in Black's Law Dictionary, is 'an event or effect that can be neither anticipated nor controlled. It is a contractual provision allocating the risk of loss if performance becomes impossible or impracticable, especially as a result of an event that the parties could not have anticipated or controlled.' ;

- B. Obligations beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Contract.

- C. Transition Cooperation with the County and Cooperation with other Contractors.** Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and reasonable cooperation and assistance to the County to ensure an orderly and efficient transition to the County or an alternative Contractor. Further, in the event that the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with such other Contractors. Contractor shall not engage in any act that will interfere with the performance of work by any other Contractor(s).

ARTICLE # 108 - TERMINATION:

The County may terminate this Contract by providing sixty (60) days written notice to the other party at any time. Should either party terminate this Contract prior to the date of automatic termination, Contractor shall provide the County with all deliverables up to the date of termination thirty (30) days after the Notice to Terminate is issued. The County shall pay the Contractor for all work properly performed in compliance with the terms of the Contract up to the date of termination.

- A. Termination for Convenience.** Following sixty (60) days written notice, either party may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.

- B. Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
 - 1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.

 - 2. The County determines that contractor's satisfactory performance of the Contract substantially endangered or that default is likely to occur.

3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
5. The Contractor has failed to comply with applicable federal, state and local laws, rules, County ordinances, regulations and orders when performing within the scope of the Contract.
6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with ARTICLE #108.C. below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.

C. Notice of Default. If either party causes one or more of the default events set out in ARTICLE #108, then either party shall issue a written Notice-of-Default to the party that causes one or more of the default events, requesting that the breach or noncompliance be remedied within the period of time specified in the party's Notice-of-Default to the Contractor. If the breach or noncompliance is not remedied within the period specified in the written notice, the non-breaching party may:

1. Immediately terminate the Contract for default without additional written notice.
2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

D. Termination Due to Non-Availability of Funds.

This Contract will terminate immediately and absolutely if the County determines that adequate funds are de-appropriated such that the County cannot fulfill its obligations under the Contract, such determination being at the County's sole discretion and conclusive. County agrees to provide prompt written notice to Contractor in the event of any de-appropriation.

E. Termination due to Failure of Contractor to Act.

The County may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:

1. In the event that the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees, or sub-Contractors have caused, or reasonably could cause, life, health or safety to be jeopardized.
3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal activity, incorrect or incomplete.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the Performance and Payment Bonds (if required) as and when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in ARTICLE #123 - PERFORMANCE AND PAYMENT BOND REQUIREMENT.

F. **Payment Limitation in Event of Termination.** In the event of termination of the Contract for any reason by either party, the County shall pay only those amounts, if any, due and owing to the Contractor for Services actually received and accepted by the County up to and including the date of termination of the Contract and for which the County is obligated to pay pursuant to the Contract.

G. **The Contractor's Termination Duties.** Upon receipt of notice of termination, the Contractor shall:

1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
2. Immediately cease using and return to the County, any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.

4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and
 5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.
- H. Liquidated Damages.** In the event that the Contractor unreasonably delays completion of the project, or who abandons the project before completion, the Contractor shall pay the County liquidated damages an amount equal to the percentage of work not completed.

ARTICLE # 109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY:

The parties agree that the County shall not be responsible for defending or indemnifying any Contractor from any claim brought by any third party against the Contractor.

ARTICLE #110 - ASSIGNMENT AND DELEGATION BY CONTRACTOR:

The Contractor shall not assign or delegate this Contract, or any performance required by it, in whole or in part, without the prior express written consent of the County.

ARTICLE #111 – USE OF THIRD PARTIES (SUB-CONTRACTORS):

This Contract is for the benefit of the parties hereto only and is not intended to benefit any third-party or give rise to any duty or causes of action for any third party. All restrictions, obligations and responsibilities of the Contractor under the Contract shall also apply to third parties such as sub-Contractors, if allowed in writing by the County. Any Contract with a subcontractor must also preserve the rights of the County.

ARTICLE #112 – SUPERSEDES FORMER CONTRACTS

Unless otherwise specified in the Contract, this Contract supersedes all prior Contracts or Agreements between the County and the Contractor for the Services provided in connection with the Contract.

ARTICLE #113 - SEVERABILITY:

If any paragraph, sub-paragraph, sentence, clause, phrase, or portion of this Contract is declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this Contract 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 remaining portions of this Contract not so held to be invalid or the application of this Contract to other circumstances not so held to be invalid.

ARTICLE # 114 - RECORDS:

- A. **Public Records Request.** The Georgia Open Records Act, as provided in O.C.G.A. § 50-18-70 et seq, requires procurement records and all other records received by or prepared or maintained on behalf of the County, shall be made open to public inspection, unless otherwise provided by law.
- B. **Record Retention and Access.** The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the County throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

ARTICLE # 115 - ADDITIONAL TERMS:

- A. The County shall not be bound by any terms and conditions included in any Contractor's literature, packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level agreement or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.
- B. The County shall not be bound to any Terms and Conditions of the Contractor that are only accessible by hyper-link. All Terms and Conditions must be in print and approved by the County.

ARTICLE # 116 - WAIVER:

The failure of any party hereto to seek a remedy for any alleged breach of this Contract shall not constitute a waiver of any claim, cause of action, or remedy allowed by Georgia law for breach thereof.

ARTICLE # 117 - CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS:

- A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment (chemical, material, etc., if applicable) considered by the County to be hazardous (or toxic) to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes as quickly as possible. In the event of such replacement, Contractor shall notify County of any resulting replacement, (ii) introduce the individual serving as the replacement to County, and (iii) provide County with a résumé

and any other information regarding the individual that may be reasonably requested by County.

- B. The County has the right to require the Contractor to reassign or remove any employee or subcontractor's employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is not suitable. The County's decision on this matter shall be final, and Contractor will remove this employee immediately and replace with a person of at least equivalent training, experience, and requisite qualifications as quickly as possible, subject to the County's prior approval.
- C. Contractor agrees to obtain prior written approval from the County for the use of sub-Contractors to provide the Services described in *SCOPE OF SERVICES* prior to subcontractor's performance of work.

ARTICLE # 118- INSURANCE REQUIREMENTS:

Workers Compensation Insurance: Required for all contracts.

- a. \$500,000 Bodily Injury by Accident Each Accident
- b. \$500,000 Bodily Injury by Disease Each Disease
- c. \$500,000 Bodily Injury by Disease Each Employee

Additional Provisions: Waiver of Subrogation. The insurer agrees to waive all rights of subrogation against Hall County Board of Commissioners (BOC), its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for Hall County BOC; but this provision applies regardless of whether or not Hall County BOC has received a waiver of subrogation from the insurer.

General Liability Insurance: Required for all contracts.

- a. \$2,000,000 General Aggregate
- b. \$2,000,000 Products & Completed Operations Aggregate
- c. \$1,000,000 Each Occurrence
- d. \$1,000,000 Personal & Advertising Injury
- e. \$500,000 Damages to Premises / Fire / Legal
- f. \$5,000 Medical Payments

Commercial Auto Liability Insurance: Required for all contracts, except for Goods and/or Services that are remote in nature and/or are delivered by a professional delivery service.

- a. \$1,000,000 Combined Single Limit OR
- b. \$500,000 per Person
- c. \$500,000 per Occurrence
- d. \$100,000 Property Damage
- e. \$1,000 for Medical Payments (no fault coverage)

Additional Provisions:

- a. Uninsured motorists' coverage should be equal to the per occurrence limit except for contracts with other governmental entities
- b. Coverage shall be included for any owned, leased, hired, or non-owned autos.
- c. For any contracts involving the transportation of hazardous materials, limited pollution endorsement ISO form CA9948 or its equivalent shall be on the policy.

Umbrella Liability Insurance: Required for all contracts:

- a. \$1,000,000 per Occurrence

Additional Provisions:

- a. Underlying coverage shall be General Liability, Automobile Liability, and Employers Liability (Workers Compensation)
- b. Minimum limit of \$5,000,000 per occurrence for all contracts over \$1,000,000 or involving any special risks or high hazard activities
- c. Minimum limit of \$5,000,000 for automobile coverage for any transportation contracts involving seniors, special education, transit services, students, or youths.
- d. Concurrent policy dates with primary liability policies except for workers compensation

Cyber Insurance (NOT APPLICABLE): Required for all software, computer hardware installation, data access, data integrations, data usage, cloud storage, SaaS, and or technology related contracts.

- a. \$1,000,000 Each Claim/Wrongful Act
- b. \$2,000,000 Annual Aggregate
- c. \$1,000,000 Business Interruption
- d. \$1,000,000 Data Recovery
- e. \$500,000 Cyber Extortion Expenses
- f. \$50,000 Cyber Extortion/Ransom Payments

Additional Provisions: (NOT APPLICABLE): Coverage shall include at a minimum:

- a. Information Security & Privacy Liability
- b. Regulatory Fines and Penalties
- c. Payment Card Industry (PCI) – if credit cards and/or banking information is obtained or accessed
- d. Ransomware

Professional Liability Insurance (Errors & Omissions): (NOT APPLICABLE) Required for all professional service contracts. This shall include any consultants, medical, legal, technical, insurance agents, or other professions that require proper licenses.

- a. \$1,000,000 Each Claim/Wrongful Act
- b. \$2,000,000 General Aggregate

Builders Risk: (NOT APPLICABLE) Recommended for most new construction projects

- a. With any construction project, Hall County should consider purchasing Builders Risk Coverage on a direct basis or have the contractor provide the coverage for projects under \$5,000,000 in value.

- b. For projects over \$5,000,000 in value, Hall County BOC should obtain Builders Risk Coverage on a direct basis to ensure coverage consistency and additional protections are made for Hall County BOC.

ARTICLE # 119 – NO WAIVER:

- A. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its terms. The representatives of the parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto.”
- B. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
- C. **Vehicles and Equipment.** With the exception of any specified County Owned Equipment and Vehicles listed herein, Contractor warrants that no Contractor employees, sub-contractors or others will not use County owned vehicles or equipment in the performance of this Contract without express written consent. Contractor shall be responsible for providing all transportation necessary to deliver Services under the Contract.

ARTICLE # 120 – INTELLECTUAL PROPERTY RIGHTS and OWNERSHIP:

Contractor agrees it will not use the name or any intellectual property, including but not limited to, County trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the County.

ARTICLE # 121 - COMPENSATION:

- A. The County will pay the Contractor for the Services provided pursuant to this Contract and in accordance with the prices quoted and conditions set forth herein. Payments will be made monthly in arrears to the Contractor after acceptance of the Contractor’s delivered Services by the County, and after receipt of undisputed invoice to the County.
- B. Prices quoted shall be firm and fixed throughout the term of this Contract, unless otherwise Amended or Modified by mutual agreement.
- C. Cost may be prorated for Services added or removed under this Contract to align cost with the remaining term of Contract.

- D. It is understood that this bid or proposal is made without collusion or fraud. Contractor understands and acknowledges that collusive bidding is a violation of state and federal law and may result in the cancellation of the Contract.

ARTICLE # 122 - COUNTY PAYMENT TO CONTRACTOR:

- A. The County will issue a Notice to Proceed (NTP) to the Contractor, and Purchase Order(s) (herein after 'PO'). The terms of this Contract shall be incorporated by reference into any and all PO(s) issued prior to the expiration or termination of this Contract. The County will issue the PO by electronic mail (e-mail) to the Contractor's representative in *ARTICLE #103 - NOTICES*. A PO is considered "issued" when the e-mail containing the PO is sent by the County to the Contractor.

The Contractor shall not deliver any Services, equipment, devices, or components thereof until authorized in writing by the County through issuance of a PO, which shall provide a commencement Notice to Proceed date. Any work, including but not limited to travel, preliminary meetings, planning, etc., performed outside of the terms and conditions of and before the issuance of the PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from within the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Services shall remain in effect from the Notice to Proceed to completion of the project. The Parties agree that the County will not pay or otherwise compensate the Contractor for any Services, materials, equipment, devices or components thereof outside of the Scope of Work and/or beyond the term of this Contract, unless specifically authorized in writing as evidenced by an amendment (see *ARTICLE #106 - CONTRACT AMENDMENTS &, MODIFICATION*), a time extension letter, or as otherwise authorized by the County.

B. Invoice/Payment.

1. Contractor shall invoice the County via email each month solely to accountspayable@hallcounty.org and only after the County inspects and accepts the Services provided. Receipt of the Services does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in *ARTICLE #102*.
2. Each invoice shall include the Contractor's current "Remit to" address; a description of the Services provided; the invoice amount; the Contract number; and the associated PO number issued. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO.

Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services.

3. The County does not pay for services not yet received but only in arrears.
4. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract.

C. Unsatisfactory Performance; Delay of Payment.

1. If the County determines that the quality of the Services provided are deficient, unacceptable, or unsatisfactory, the County's Project Manager identified in *ARTICLE #103* shall issue a written notice to Contractor. Contractor agrees that upon receipt of the written notice, it shall make every effort to correct the deficiency (ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiencies, the County reserves the right to delay or deny payment pursuant to this *ARTICLE #122* or terminate the Contract (*ARTICLE #108 – TERMINATION PROVISIONS*).
2. **Delay of Payment Due to Contractor's Failure.** If the County determines that the Contractor has failed to perform or deliver any Services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such Services are delivered and accepted. In this event, the County may withhold that portion of the Contractor's compensation, which represents payment for Services that were not delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the County to incur costs, the County may deduct the amount of such incurred costs as liquidated damages from any amounts payable to Contractor. The County's authority to deduct such incurred costs shall not in any way affect the County's authority to terminate the Contract.

D. Set-Off Against Sums Owed by the Contractor. In the event that the Contractor owes the County any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the County may set off the sum owed by the Contractor against any sum owed to the Contractor, in the County's sole discretion.

E. Final Payment. Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.

F. The Contractor must not "Factor or Assign Payments" to another or a financial institution. The County will only pay the party to whom it is contracted with. The County will not in any circumstances pay a third-party.

/

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – Not applicable

The Contractor must furnish to the County both a Performance and Payment Bond, both equal to one-hundred percent (100%) of the Contract's total initial award dollar amount. The County will only issue a Notice-to-Proceed after the bonds are received. Only surety companies licensed to do business in the State of Georgia are acceptable. The Contractor is required to provide new bonds at the issuance of each Renewal Option Term(s) or Extension(s) that follow.

The Contractor must provide all required bonding instruments to the County prior to commencement of any work. The County will consider any work done prior to the receipt of bonding instruments as null-and-void and thus not eligible for compensation.

ARTICLE #124 – RETAINAGE – Not applicable

The County will retain (not required) funds to be withheld from compensation in compliance with Georgia law. Hall County may hold up to five-percent (5%) retainage throughout the entire project and will release said retainage at the point of completion and final acceptance by the County.

ARTICLE #125 – VENUE AND GOVERNING LAW

The parties agree that this Contract shall be interpreted, construed, and enforced in accordance with the laws of the State of Georgia. To the extent that either party may bring a legal suit to enforce the terms of this Contract, including suit in equity, the parties agree and consent to file any such suit in the Superior Court of Hall County, Georgia.

ARTICLE # 126 - NOTICE OF INTENT TO LITIGATE

Contractor hereby agrees not to file any civil action of disputes or claims relating to the Contract except after first giving thirty days (30) written notice to the County of the claim and the intent to initiate a civil action.

ARTICLE # 127- GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (E-Verify):

- A. By signing this Contract, the Contractor certifies that prior to and throughout the performance of all applicable work under this Contract it will remain in full compliance with all federal and state immigration laws, including but not limited to 8 U.S.C. § 1324a and the Georgia Security and Immigration Compliance Act (O.C.G.A. §13-10-90 et seq.), as amended by the Illegal Immigration Reform and Enforcement Act of 2011, regarding the verification of employment eligibility of employees under the Immigration Reform and Control Act of 1986. Contractor will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this Contract or any subcontract or sub-subcontract hereunder.

- B. Contractor further certifies its compliance with the aforementioned federal and state immigration laws set forth by signing a sworn affidavit, the Georgia Security and Immigration Compliance Act Affidavit, notarized by an Official Notary Public, and obtaining the same affidavits from any sub-contractor providing services pursuant to this Contract.

ARTICLE # 128 – ORDER OF PRECEDENCE:

In the event of any inconsistency, ambiguity, or conflict among the specific provisions of the Contract and the Contractor's Response, the order of precedence shall be as follows:

- A. First, any amendments to the Contract, including all Exhibits thereto.
- B. Second, the Contract itself, including all Exhibits thereto.
- C. Third, Attachments appended to the Contract.

ARTICLE # 129– CONTRACT EXHIBITS AND ATTACHMENTS:

The Parties mutually acknowledge that all Exhibits and Attachments listed below made a part of this Contract, as though expressly written in the IFB documents and the bidder's response, are-herein-incorporated into this contract by reference.

ARTICLE # 130 - ENTIRE CONTRACT:

This Contract, as executed and approved, shall constitute the entire agreement between the Parties and supersedes all other prior and contemporaneous statements, agreements, and understandings between the Parties. No written or oral statements, agreements, or understandings that are not set out, referenced, or specifically incorporated in this Contract shall in any way be binding or of effect between the Parties.

ARTICLE # 131– VALIDITY

If any paragraph, sub-paragraph, sentence, clause, phrase or any portion of this agreement shall be declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be constructed to affect the portions of this agreement not so held to be invalid or the application of this agreement to other circumstances not so held to be invalid. The parties hereby declare that this is the intent of the parties to this agreement is to provide for separate and divisible parts.

ARTICLE #132 – SALES TAX EXEMPTION STATUS

The County is exempt from Federal Excise Taxes and from Georgia State and Local Sales and Use Taxes on the Services. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

ARTICLE #133 – HOLD HARMLESS AGREEMENT

The successful respondent hereby agrees to indemnify, hold free and harmless, Hall County Government, County Commissioners, its agents, servants, employees, officers, directors and elected officials, or any other person(s) against any loss or expense. This includes attorney fees, because of any liability imposed by law upon the County, except in cases of the County's sole negligence, sustained by any person(s) on account of bodily injury or property damage arising out of or in the consequence of this agreement.

ARTICLE # 134 – CONTRACT TERMS AND CONDITIONS

1. All purchases must comply with The Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the Terms and Conditions herein, and The Official Code of Hall County, the latter will govern.
3. The Terms and Conditions set forth herein shall supersede and govern over all Contractor's Terms and Conditions or Service Level Agreements.
4. Hall County, Georgia, herein referred to as 'The County', retains the right to 'red-line' sections of the Supplier's Terms and Conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order (PO) and delivery of Goods or Services serves as the Supplier's full and complete acceptance of The County's Terms and Conditions.
6. The terms; supplier, vendor, bidder, offeror, Contractor, Contractor, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one-and-the-same, herein denoted as 'Supplier' for goods and 'Contractor' for services.
7. Furthermore, the terms; goods, materials, commodities, components, drawings, drafts, renderings, plans, physical or digital, software, SaaS, Engineering, Architectural, capital asset equipment, vehicles, heavy earth-moving or other equipment, purchased or leased, or other such deliverables are herein denoted as 'Goods' and shall mean one-and-the-same.
8. 'Services' shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning or otherwise where services are offered for consideration.
9. The County's payment terms are Net 30 days.
10. The Supplier shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
11. The Supplier shall only deliver goods and services as described on the PO and within the Scope of Work and the Supplier's Bid Response.
12. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written Purchase Order or a Change Order of such.

13. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
14. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or Specifications set forth in the Purchase Order, Contract or Agreement, unless mutually agreed in writing by both parties.
15. The County does not accept automatic contract renewals with the exception of monthly subscription services.
16. The County only pays for services rendered in arrears. The County does not pay for services not yet rendered.
17. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items (such as window coverings and blinds, or carpet, tile etc.), fabrication, decoration, or otherwise custom designed specifically for the County.
18. The County will accept backorders only if goods are out of stock and with prior written notice. Supplier's shall ship all quantities that it has in stock and hold orders for backorders.
19. The County participates in Cooperative Purchasing Agreements, State of Georgia Statewide Contracts, and other state, local, Intergovernmental Agreements, Memorandums-of-Understanding and other such Agreements.
20. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities
21. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to address exist on the PO.
22. Risk of loss of the goods shall pass to The County upon inspection and acceptance only.
23. Receipt of goods or services does not constitute acceptance.
24. Title to the goods shall remain with the Supplier until acceptance by The County.
25. The Supplier warrants that the goods are merchantable and that the Supplier has a legal right to deliver the goods and services and as described herein.
26. The County shall have the right to inspect all goods or services at the time and place of delivery.
27. Vendor agrees not to assign in full or part of the Contract to another party without the County's express written consent. Any attempted assignment or delegation shall void and make ineffectual for all purposes unless made in conformity with this paragraph.
28. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
29. This issuance of the PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 *et seq.* of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
30. All goods and services supplied pursuant to this PO shall, unless otherwise noted, must conform exactly to all of the descriptions, specifications, Exhibits and attachments contained in the Bid Solicitation upon which a PO is based and all the terms, conditions, and specifications of the Bid Solicitation are incorporated herein by reference and made a part hereof.
31. Any-and-all media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials paid in full by The County is considered County property and shall be delivered to The County upon request.
32. Invoices submitted to The County will reflect the language of the PO with the PO Number printed on each invoice submitted.
33. In the event that a PO has an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.

34. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein.
35. The Supplier certifies that it and its subcontractors are not been debarred, suspended, or declared ineligible by any agency of the County, or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
36. The Supplier certifies that the Supplier is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
37. Goods are Free-On-Board (F.O.B.) destination and freight, shipping and delivery shall be pre-paid and added to the invoice as a separate line item.
38. The County does not pay late fees nor interest charges.
39. The Supplier shall charge the County the exact amount of freight, delivery, handling and insurance charges.
40. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier
41. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

COMPANY NAME

HALL COUNTY, GEORGIA

By: James M Harrison
Print Name: James M Harrison
Title: Owner

By: _____
Richard Higgins, Chairman
Board of Commissioners

Date: _____

Sworn to and subscribed before me this
3rd Day of April, 2024

Attestment: _____
Board of Commissioners Clerk

Notary Public: [Signature]

Approved as to Form
APPROVED AS TO FORM
[Signature]

Notary commission expires: 5/5/26

William J. Linkous III, County Attorney or designee
Nathaniel R. Anderson,
Senior Assistant County Attorney

[Seal or Stamp]



Hall County Government

FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

Date: 05/02/2024

To: Richard Higgins, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached bid/contract award documents for:

Bid/Contract No: 014-45

Bid/Contract Name: Tires (New) & Related Parts & Services Annual Contract

Department(s) Requesting Contract: Various Departments

Award Recipient Name: Kesler Tire Services, Inc., and Harrison Tire

Contract Description:

Annual Contract New Renewal

Prior Year's Spend: \$379,148

Price Increase Requested Increase Percentage: 0%

Project/Service Contract Estimated Amount: \$473,935

Product Contract Estimated Amount: \$0

Comments: Year one (1) of a possible five (5) year contract.

There were three (3) proposals received for this bid: Kesler Tire Services, Inc., Harrison Tire, and Southern Tire Mart. The bid tabulation is attached for review.

The bid tabulation was reviewed by Fire Rescue, Sheriff, and Road Maintenance. All agreed to award this contract to Kesler Tire Services, Inc., and Harrison Tire due to previous history with both vendors. In the past, Southern Tire Mart was part of this contract however, each department had issues with them not being able to provide alignment services when purchasing new tires. Regular size tires would need to be ordered delaying service and vehicles being out of commission causing issues for departments with limited resources. Southern Tire provided good service when in stock merchandise was needed but it was requested not to award to them at this time.

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR
Taylor Samples, CPA



Hall County Government

FINANCIAL SERVICES

CONTRACT FOR SERVICES

CONTRACT # 014-45

STATE OF GEORGIA
COUNTY OF HALL

For the provision of

Tires (New) & Related Parts & Services Annual Contract

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

ARTICLE #101 - INTRODUCTION

This Contract for Tires (New) & Related Parts & Services (hereinafter "Services") as entered into on _____, and with a limited term from July 1, 2024 to June 30, 2025 is by and between; Hall County, Georgia; (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Kesler Tire Service Inc. located at 1520 Atlanta Hwy, Gainesville, Ga. 30504 (Hereinafter "Contractor"). Contractor is an entity that is legally registered and qualified, and holding any such licenses and certifications as may be required to render Services to do business in the State of Georgia. County and Contractor are known individually as a "Party" and collectively as the "Parties".

Whereas, the Parties do mutually desire to enter into this Contract to document the provision of Services or other good and valuable consideration by the Contractor to the County in exchange for payment as compensation, and

Whereas, this contract will become legally binding and executed upon signature by both parties, and

Whereas, any Exhibits, Attachments, and references are all incorporated herein by reference, and

NOW, THEREFORE and in consideration of the terms, conditions, mutual promises, covenants and agreements made as expressed and contained herein, or attached and incorporated and made a part hereof, and other good and valuable consideration, expressed by a valid offer and acceptance, the receipt and sufficiency of which the parties hereby acknowledge, the Parties hereto agree as follows:

ARTICLE #102 - CONTRACT

A. Contractor agrees to provide the Services to the County as detailed as the **Scope of Work**.

B. County hereby agrees as good and valuable compensation as provided in the attached quote, as incorporated herein by reference, (including Performance & Payment Bonds and all permits if required) shown below:

C. Price Escalation Clause. Contractor may request up to, but no more than, a four-Percent (4%) price escalation adjustment to this contract at each time of contract renewal.

ARTICLE #103 - NOTICES:

To the extent that either party to this Contract are required to provide notice(s) to the other party in compliance herewith, then the party shall direct notice(s) to the following persons:

COUNTY PROJECT MANAGER

Dusty Johnson
Fleet Maintenance
1670 Barber Rd.
Gainesville, GA 30507
mdjohnson@hallcounty.org
Ph: (770)718-2349

COUNTY ISSUING OFFICER

Julie Dorough
Buyer
Hall County Purchasing Division
2875 Browns-Bridge Rd
Gainesville, GA 30504
jdorough@hallcounty.org
Ph: (770) 535-8270

CONTRACTOR'S CONTACT INFO

NAME Ladonna Smith
TITLE owner / CFO
COMPANY Kestler Time Service, Inc
ADDRESS 520 Atlanta Hwy
CITY, STATE ZIP CODE Gainesville, Ga. 30504
EMAIL ADDRESS ladonna@kestlertimeserv.com
PHONE # 770-536-4493

REMIT-TO ADDRESS (if different).

Same

ARTICLE #104 – NON-EXCLUSIVE RIGHTS:

The Contract is not exclusive. The County reserves the right to select other Contractors to provide the Services similar to those described in this Contract, during the term of the Contract should the need arise or the contractor fail to perform.

ARTICLE #105 – CONTRACT TERM:

For construction projects, until substantial and final completion of services according to the time-schedule and after all sub-contractor(s) and material suppliers liens are satisfied.

ARTICLE #106 - CONTRACT AMENDMENTS AND MODIFICATION:

This Contract can only be modified, amended, or added to in writing and fully executed by both parties hereto. This Contract document constitutes the sole and entire Contract and understanding between the parties as to the subject matter hereof, and no verbal promises have been made by either party in relation hereto.

ARTICLE # 107 – REMEDIES AND CONTRACT PERFORMANCE:

In the event that either party to this Contract breaches this Contract, including by failure to meet the timetables set forth herein, the non-breaching party shall provide written notice to the breaching party which describes the breach of this Contract. The party whose breach is alleged shall have thirty (30) days from the date of receipt of the written notice to cure the breach or to otherwise negotiate a resolution of the breach.

If the breach has not been cured and the parties hereto have not resolved the issue described in the notice letter by thirty (30) days after receipt of the notice letter, the party authoring the letter shall be entitled to seek any and all remedies allowed by Georgia law, including damages, equitable relief, declaratory relief, specific performance, and/or seeking relief as to any bonds issued hereon. Additional provisions are:

A. Delay or Impossibility of Performance. Any failure or delay must be beyond the control of and without the fault or negligence of the Contractor. If the Services to be provided to the County are interrupted by a Force Majeure Event, as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due to the Contractor under this Contract. If delay results from a subcontractor's negligent conduct or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract. Epidemics and pandemics are not considered Force Majeure events by the County.

Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party; including but not limited to fire, floods, embargoes, acts of war, civil unrest, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of Force Majeure.

Definition: The term 'force majeure' as defined in Black's Law Dictionary, is 'an event or effect that can be neither anticipated nor controlled. It is a contractual provision allocating the risk of loss if performance becomes impossible or impracticable, especially as a result of an event that the parties could not have anticipated or controlled.'

- B. Obligations beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Contract.
- C. Transition Cooperation with the County and Cooperation with other Contractors.** Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and reasonable cooperation and assistance to the County to ensure an orderly and efficient transition to the County or an alternative Contractor. Further, in the event that the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with such other Contractors. Contractor shall not engage in any act that will interfere with the performance of work by any other Contractor(s).

ARTICLE # 108 - TERMINATION:

The County may terminate this Contract by providing sixty (60) days written notice to the other party at any time. Should either party terminate this Contract prior to the date of automatic termination, Contractor shall provide the County with all deliverables up to the date of termination thirty (30) days after the Notice to Terminate is issued. The County shall pay the Contractor for all work properly performed in compliance with the terms of the Contract up to the date of termination.

- A. Termination for Convenience.** Following sixty (60) days written notice, either party may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.
- B. Termination for Cause:** The occurrence of any one or more of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
- 1.** The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.
 - 2.** The County determines that contractor's satisfactory performance of the Contract substantially endangered or that default is likely to occur.

3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
5. The Contractor has failed to comply with applicable federal, state and local laws, rules, County ordinances, regulations and orders when performing within the scope of the Contract.
6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with ARTICLE #108.C. below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.

C. Notice of Default. If either party causes one or more of the default events set out in ARTICLE #108, then either party shall issue a written Notice-of-Default to the party that causes one or more of the default events, requesting that the breach or noncompliance be remedied within the period of time specified in the party's Notice-of-Default to the Contractor. If the breach or noncompliance is not remedied within the period specified in the written notice, the non-breaching party may:

1. Immediately terminate the Contract for default without additional written notice.
2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

D. Termination Due to Non-Availability of Funds.

This Contract will terminate immediately and absolutely if the County determines that adequate funds are de-appropriated such that the County cannot fulfill its obligations under the Contract, such determination being at the County's sole discretion and conclusive. County agrees to provide prompt written notice to Contractor in the event of any de-appropriation.

E. Termination due to Failure of Contractor to Act.

The County may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:

1. In the event that the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees, or sub-Contractors have caused, or reasonably could cause, life, health or safety to be jeopardized.
3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal activity, incorrect or incomplete.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the Performance and Payment Bonds (if required) as and when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in ARTICLE #123 - PERFORMANCE AND PAYMENT BOND REQUIREMENT.

F. Payment Limitation in Event of Termination. In the event of termination of the Contract for any reason by either party, the County shall pay only those amounts, if any, due and owing to the Contractor for Services actually received and accepted by the County up to and including the date of termination of the Contract and for which the County is obligated to pay pursuant to the Contract.

G. The Contractor's Termination Duties. Upon receipt of notice of termination, the Contractor shall:

1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
2. Immediately cease using and return to the County, any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.

4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and
5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

H. **Liquidated Damages:** In the event that the Contractor unreasonably delays completion of the project, or who abandons the project before completion, the Contractor shall pay the County liquidated damages an amount equal to the percentage of work not completed.

ARTICLE # 109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY:

The parties agree that the County shall not be responsible for defending or indemnifying any Contractor from any claim brought by any third party against the Contractor.

ARTICLE #110 - ASSIGNMENT AND DELEGATION BY CONTRACTOR:

The Contractor shall not assign or delegate this Contract, or any performance required by it, in whole or in part, without the prior express written consent of the County.

ARTICLE #111 – USE OF THIRD PARTIES (SUB-CONTRACTORS):

This Contract is for the benefit of the parties hereto only and is not intended to benefit any third-party or give rise to any duty or causes of action for any third party. All restrictions, obligations and responsibilities of the Contractor under the Contract shall also apply to third parties such as sub-Contractors, if allowed in writing by the County. Any Contract with a subcontractor must also preserve the rights of the County.

ARTICLE #112 – SUPERSEDES FORMER CONTRACTS

Unless otherwise specified in the Contract, this Contract supersedes all prior Contracts or Agreements between the County and the Contractor for the Services provided in connection with the Contract.

ARTICLE #113 - SEVERABILITY:

If any paragraph, sub-paragraph, sentence, clause, phrase, or portion of this Contract is declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this Contract 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 remaining portions of this Contract not so held to be invalid or the application of this Contract to other circumstances not so held to be invalid.

ARTICLE # 114 - RECORDS:

- A. **Public Records Request.** The Georgia Open Records Act, as provided in O.C.G.A. § 50-18-70 et seq, requires procurement records and all other records received by or prepared or maintained on behalf of the County, shall be made open to public inspection, unless otherwise provided by law.
- B. **Record Retention and Access.** The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the County throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

ARTICLE # 115 - ADDITIONAL TERMS:

- A. The County shall not be bound by any terms and conditions included in any Contractor's literature, packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level agreement or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.
- B. The County shall not be bound to any Terms and Conditions of the Contractor that are only accessible by hyper-link. All Terms and Conditions must be in print and approved by the County.

ARTICLE # 116 - WAIVER:

The failure of any party hereto to seek a remedy for any alleged breach of this Contract shall not constitute a waiver of any claim, cause of action, or remedy allowed by Georgia law for breach thereof.

ARTICLE # 117 - CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS:

- A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment (chemical, material, etc., if applicable) considered by the County to be hazardous (or toxic) to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes as quickly as possible. In the event of such replacement, Contractor shall notify County of any resulting replacement, (ii) introduce the individual serving as the replacement to County, and (iii) provide County with a résumé

and any other information regarding the individual that may be reasonably requested by County.

- B. The County has the right to require the Contractor to reassign or remove any employee or subcontractor's employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is not suitable. The County's decision on this matter shall be final, and Contractor will remove this employee immediately and replace with a person of at least equivalent training, experience, and requisite qualifications as quickly as possible, subject to the County's prior approval.
- C. Contractor agrees to obtain prior written approval from the County for the use of sub-Contractors to provide the Services described in *SCOPE OF SERVICES* prior to subcontractor's performance of work.

ARTICLE # 118- INSURANCE REQUIREMENTS:

Workers Compensation Insurance: Required for all contracts.

- a. \$500,000 Bodily Injury by Accident Each Accident
- b. \$500,000 Bodily Injury by Disease Each Disease
- c. \$500,000 Bodily Injury by Disease Each Employee

Additional Provisions: Waiver of Subrogation. The insurer agrees to waive all rights of subrogation against Hall County Board of Commissioners (BOC), its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for Hall County BOC; but this provision applies regardless of whether or not Hall County BOC has received a waiver of subrogation from the insurer.

General Liability Insurance: Required for all contracts.

- a. \$2,000,000 General Aggregate
- b. \$2,000,000 Products & Completed Operations Aggregate
- c. \$1,000,000 Each Occurrence
- d. \$1,000,000 Personal & Advertising Injury
- e. \$500,000 Damages to Premises / Fire / Legal
- f. \$5,000 Medical Payments

Commercial Auto Liability Insurance: Required for all contracts, except for Goods and/or Services that are remote in nature and/or are delivered by a professional delivery service.

- a. \$1,000,000 Combined Single Limit OR
- b. \$500,000 per Person
- c. \$500,000 per Occurrence
- d. \$100,000 Property Damage
- e. \$1,000 for Medical Payments (no fault coverage)

Additional Provisions:

- a. Uninsured motorists' coverage should be equal to the per occurrence limit except for contracts with other governmental entities
- b. Coverage shall be included for any owned, leased, hired, or non-owned autos.
- c. For any contracts involving the transportation of hazardous materials, limited pollution endorsement ISO form CA9948 or its equivalent shall be on the policy.

Umbrella Liability Insurance: Required for all contracts:

- a. \$1,000,000 per Occurrence

Additional Provisions:

- a. Underlying coverage shall be General Liability, Automobile Liability, and Employers Liability (Workers Compensation)
- b. Minimum limit of \$5,000,000 per occurrence for all contracts over \$1,000,000 or involving any special risks or high hazard activities
- c. Minimum limit of \$5,000,000 for automobile coverage for any transportation contracts involving seniors, special education, transit services, students, or youths.
- d. Concurrent policy dates with primary liability policies except for workers compensation.

Cyber Insurance (NOT APPLICABLE): Required for all software, computer hardware installation, data access, data integrations, data usage, cloud storage, SaaS, and or technology related contracts.

- a. \$1,000,000 Each Claim/Wrongful Act
- b. \$2,000,000 Annual Aggregate
- c. \$1,000,000 Business Interruption
- d. \$1,000,000 Data Recovery
- e. \$500,000 Cyber Extortion Expenses
- f. \$50,000 Cyber Extortion/Ransom Payments

Additional Provisions: (NOT APPLICABLE): Coverage shall include at a minimum:

- a. Information Security & Privacy Liability
- b. Regulatory Fines and Penalties
- c. Payment Card Industry (PCI) – if credit cards and/or banking information is obtained or accessed
- d. Ransomware

Professional Liability Insurance (Errors & Omissions): (NOT APPLICABLE) Required for all professional service contracts. This shall include any consultants, medical, legal, technical, insurance agents, or other professions that require proper licenses.

- a. \$1,000,000 Each Claim/Wrongful Act
- b. \$2,000,000 General Aggregate

Builders Risk: (NOT APPLICABLE) Recommended for most new construction projects

- a. With any construction project, Hall County should consider purchasing Builders Risk Coverage on a direct basis or have the contractor provide the coverage for projects under \$5,000,000 in value.

- b. For projects over \$5,000,000 in value, Hall County BOC should obtain Builders Risk Coverage on a direct basis to ensure coverage consistency and additional protections are made for Hall County BOC.

ARTICLE # 119 – NO WAIVER:

- A. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its terms. The representatives of the parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto.”
- B. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
- C. **Vehicles and Equipment.** With the exception of any specified County Owned Equipment and Vehicles listed herein, Contractor warrants that no Contractor employees, sub-contractors or others will not use County owned vehicles or equipment in the performance of this Contract without express written consent. Contractor shall be responsible for providing all transportation necessary to deliver Services under the Contract.

ARTICLE # 120 – INTELLECTUAL PROPERTY RIGHTS and OWNERSHIP:

Contractor agrees it will not use the name or any intellectual property, including but not limited to, County trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the County.

ARTICLE # 121 - COMPENSATION:

- A. The County will pay the Contractor for the Services provided pursuant to this Contract and in accordance with the prices quoted and conditions set forth herein. Payments will be made monthly in arrears to the Contractor after acceptance of the Contractor's delivered Services by the County, and after receipt of undisputed invoice to the County.
- B. Prices quoted shall be firm and fixed throughout the term of this Contract, unless otherwise Amended or Modified by mutual agreement.
- C. Cost may be prorated for Services added or removed under this Contract to align cost with the remaining term of Contract.

- D. It is understood that this bid or proposal is made without collusion or fraud. Contractor understands and acknowledges that collusive bidding is a violation of state and federal law and may result in the cancellation of the Contract.

ARTICLE # 122 - COUNTY PAYMENT TO CONTRACTOR:

- A. The County will issue a Notice to Proceed (NTP) to the Contractor, and Purchase Order(s) (herein after 'PO'). The terms of this Contract shall be incorporated by reference into any and all PO(s) issued prior to the expiration or termination of this Contract. The County will issue the PO by electronic mail (e-mail) to the Contractor's representative in *ARTICLE #103 - NOTICES*. A PO is considered "issued" when the e-mail containing the PO is sent by the County to the Contractor.

The Contractor shall not deliver any Services, equipment, devices, or components thereof until authorized in writing by the County through issuance of a PO, which shall provide a commencement Notice to Proceed date. Any work, including but not limited to travel, preliminary meetings, planning, etc., performed outside of the terms and conditions of and before the issuance of the PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from within the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Services shall remain in effect from the Notice to Proceed to completion of the project. The Parties agree that the County will not pay or otherwise compensate the Contractor for any Services, materials, equipment, devices or components thereof outside of the Scope of Work and/or beyond the term of this Contract, unless specifically authorized in writing as evidenced by an amendment (see *ARTICLE #106 - CONTRACT AMENDMENTS & MODIFICATION*), a time extension letter, or as otherwise authorized by the County.

B. Invoice/Payment.

1. Contractor shall invoice the County via email each month solely to accountspayable@hallcounty.org and only after the County inspects and accepts the Services provided. Receipt of the Services does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in *ARTICLE #102*.
2. Each invoice shall include the Contractor's current "Remit to" address; a description of the Services provided; the invoice amount; the Contract number; and the associated PO number issued. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO.

Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services.

3. The County does not pay for services not yet received but only in arrears.
4. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract.

C. Unsatisfactory Performance; Delay of Payment.

1. If the County determines that the quality of the Services provided are deficient, unacceptable, or unsatisfactory, the County's Project Manager identified in *ARTICLE #103* shall issue a written notice to Contractor. Contractor agrees that upon receipt of the written notice, it shall make every effort to correct the deficiency (ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiencies, the County reserves the right to delay or deny payment pursuant to this *ARTICLE #122* or terminate the Contract (*ARTICLE #108 – TERMINATION PROVISIONS*).
2. **Delay of Payment Due to Contractor's Failure.** If the County determines that the Contractor has failed to perform or deliver any Services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such Services are delivered and accepted. In this event, the County may withhold that portion of the Contractor's compensation, which represents payment for Services that were not delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the County to incur costs, the County may deduct the amount of such incurred costs as liquidated damages from any amounts payable to Contractor. The County's authority to deduct such incurred costs shall not in any way affect the County's authority to terminate the Contract.

D. Set-Off Against Sums Owed by the Contractor. In the event that the Contractor owes the County any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the County may set off the sum owed by the Contractor against any sum owed to the Contractor, in the County's sole discretion.

E. Final Payment. Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.

F. The Contractor must not "Factor or Assign Payments" to another or a financial institution. The County will only pay the party to whom it is contracted with. The County will not in any circumstances pay a third-party.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – Not applicable

The Contractor must furnish to the County both a Performance and Payment Bond, both equal to one-hundred percent (100%) of the Contract's total initial award dollar amount. The County will only issue a Notice-to-Proceed after the bonds are received. Only surety companies licensed to do business in the State of Georgia are acceptable. The Contractor is required to provide new bonds at the issuance of each Renewal Option Term(s) or Extension(s) that follow.

The Contractor must provide all required bonding instruments to the County prior to commencement of any work. The County will consider any work done prior to the receipt of bonding instruments as null-and-void and thus not eligible for compensation.

ARTICLE #124 – RETAINAGE – Not applicable

The County will retain (not required) funds to be withheld from compensation in compliance with Georgia law. Hall County may hold up to five-percent (5%) retainage throughout the entire project and will release said retainage at the point of completion and final acceptance by the County.

ARTICLE #125 – VENUE AND GOVERNING LAW

The parties agree that this Contract shall be interpreted, construed, and enforced in accordance with the laws of the State of Georgia. To the extent that either party may bring a legal suit to enforce the terms of this Contract, including suit in equity, the parties agree and consent to file any such suit in the Superior Court of Hall County, Georgia.

ARTICLE # 126 - NOTICE OF INTENT TO LITIGATE

Contractor hereby agrees not to file any civil action of disputes or claims relating to the Contract except after first giving thirty days (30) written notice to the County of the claim and the intent to initiate a civil action.

ARTICLE # 127- GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (E-Verify):

- A. By signing this Contract, the Contractor certifies that prior to and throughout the performance of all applicable work under this Contract it will remain in full compliance with all federal and state immigration laws, including but not limited to 8 U.S.C. § 1324a and the Georgia Security and Immigration Compliance Act (O.C.G.A. §13-10-90 et seq.), as amended by the Illegal Immigration Reform and Enforcement Act of 2011, regarding the verification of employment eligibility of employees under the Immigration Reform and Control Act of 1986. Contractor will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this Contract or any subcontract or sub-subcontract hereunder.

- B. Contractor further certifies its compliance with the aforementioned federal and state immigration laws set forth by signing a sworn affidavit, the Georgia Security and Immigration Compliance Act Affidavit, notarized by an Official Notary Public, and obtaining the same affidavits from any sub-contractor providing services pursuant to this Contract.

ARTICLE # 128 – ORDER OF PRECEDENCE:

In the event of any inconsistency, ambiguity, or conflict among the specific provisions of the Contract and the Contractor's Response, the order of precedence shall be as follows:

- A. First, any amendments to the Contract, including all Exhibits thereto.
- B. Second, the Contract itself, including all Exhibits thereto.
- C. Third, Attachments appended to the Contract.

ARTICLE # 129 – CONTRACT EXHIBITS AND ATTACHMENTS:

The Parties mutually acknowledge that all Exhibits and Attachments listed below made a part of this Contract, as though expressly written in the IFB documents and the bidder's response, are herein-incorporated into this contract by reference.

ARTICLE # 130 - ENTIRE CONTRACT:

This Contract, as executed and approved, shall constitute the entire agreement between the Parties and supersedes all other prior and contemporaneous statements, agreements, and understandings between the Parties. No written or oral statements, agreements, or understandings that are not set out, referenced, or specifically incorporated in this Contract shall in any way be binding or of effect between the Parties.

ARTICLE # 131 – VALIDITY

If any paragraph, sub-paragraph, sentence, clause, phrase or any portion of this agreement shall be declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be constructed to affect the portions of this agreement not so held to be invalid or the application of this agreement to other circumstances not so held to be invalid. The parties hereby declare that this is the intent of the parties to this agreement is to provide for separate and divisible parts.

ARTICLE #132 – SALES TAX EXEMPTION STATUS

The County is exempt from Federal Excise Taxes and from Georgia State and Local Sales and Use Taxes on the Services. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

ARTICLE #133 – HOLD HARMLESS AGREEMENT

The successful respondent hereby agrees to indemnify, hold free and harmless, Hall County Government, County Commissioners, its agents, servants, employees, officers, directors and elected officials, or any other person(s) against any loss or expense. This includes attorney fees, because of any liability imposed by law upon the County, except in cases of the County's sole negligence, sustained by any person(s) on account of bodily injury or property damage arising out of or in the consequence of this agreement.

ARTICLE # 134 – CONTRACT TERMS AND CONDITIONS

1. All purchases must comply with The Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the Terms and Conditions herein, and The Official Code of Hall County, the latter will govern.
3. The Terms and Conditions set forth herein shall supersede and govern over all Contractor's Terms and Conditions or Service Level Agreements.
4. Hall County, Georgia, herein referred to as 'The County', retains the right to 'red-line' sections of the Supplier's Terms and Conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order (PO) and delivery of Goods or Services serves as the Supplier's full and complete acceptance of The County's Terms and Conditions.
6. The terms; supplier, vendor, bidder, offeror, Contractor, Contractor, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one-and-the-same; herein denoted as 'Supplier' for goods and 'Contractor' for services.
7. Furthermore, the terms; goods, materials, commodities, components, drawings, drafts, renderings, plans, physical or digital, software, SaaS, Engineering, Architectural, capital asset equipment, vehicles, heavy earth-moving or other equipment, purchased or leased, or other such deliverables are herein denoted as 'Goods' and shall mean one-and-the-same.
8. 'Services' shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning or otherwise where services are offered for consideration.
9. The County's payment terms are Net 30 days.
10. The Supplier shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
11. The Supplier shall only deliver goods and services as described on the PO and within the Scope of Work and the Supplier's Bid Response.
12. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written Purchase Order or a Change Order of such.

13. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
14. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or Specifications set forth in the Purchase Order, Contract or Agreement, unless mutually agreed in writing by both parties.
15. The County does not accept automatic contract renewals with the exception of monthly subscription services.
16. The County only pays for services rendered in arrears. The County does not pay for services not yet rendered.
17. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items (such as window coverings and blinds, or carpet, tile etc.), fabrication, decoration, or otherwise custom designed specifically for the County.
18. The County will accept backorders only if goods are out of stock and with prior written notice. Supplier's shall ship all quantities that it has in stock and hold orders for backorders.
19. The County participates in Cooperative Purchasing Agreements, State of Georgia Statewide Contracts, and other state, local, Intergovernmental Agreements, Memorandums-of-Understanding and other such Agreements.
20. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
21. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to address exist on the PO.
22. Risk of loss of the goods shall pass to The County upon inspection and acceptance only.
23. Receipt of goods or services does not constitute acceptance.
24. Title to the goods shall remain with the Supplier until acceptance by The County.
25. The Supplier warrants that the goods are merchantable and that the Supplier has a legal right to deliver the goods and services and as described herein.
26. The County shall have the right to inspect all goods or services at the time and place of delivery.
27. Vendor agrees not to assign in full or part of the Contract to another party without the County's express written consent. Any attempted assignment or delegation shall void and make ineffectual for all purposes unless made in conformity with this paragraph.
28. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
29. This issuance of the PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 *et seq.* of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3:10.070 governing Ethics.
30. All goods and services supplied pursuant to this PO shall, unless otherwise noted; must conform exactly to all of the descriptions, specifications, Exhibits and attachments contained in the Bid Solicitation upon which a PO is based and all the terms, conditions, and specifications of the Bid Solicitation are incorporated herein by reference and made a part hereof.
31. Any-and-all media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials paid in full by The County is considered County property and shall be delivered to The County upon request.
32. Invoices submitted to The County will reflect the language of the PO with the PO Number printed on each invoice submitted.
33. In the event that a PO has an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.

34. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein.
35. The Supplier certifies that it and its subcontractors are not been debarred, suspended, or declared ineligible by any agency of the County, or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
36. The Supplier certifies that the Supplier is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
37. Goods are Free-On-Board (F.O.B.) destination and freight, shipping and delivery shall be pre-paid and added to the invoice as a separate line item.
38. The County does not pay late fees nor interest charges.
39. The Supplier shall charge the County the exact amount of freight, delivery, handling and insurance charges.
40. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier
41. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

COMPANY NAME

HALL COUNTY, GEORGIA

By: *Darlene J Smith*
Print Name: Ladonna J. Smith
Title: Owner CFO

By: _____
Richard Higgins, Chairman
Board of Commissioners

Date: _____

Sworn to and subscribed before me this

Attestment: _____
Board of Commissioners Clerk

3 Day of April, 2024

Approved as to Form

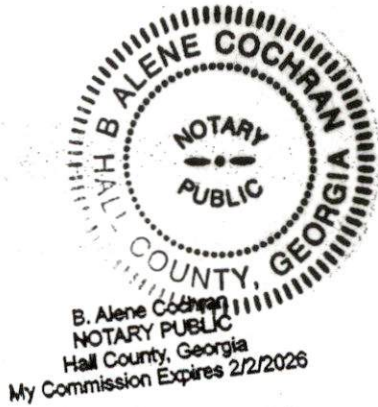
Notary Public: *B. Alene Cochran*

APPROVED AS TO FORM

Notary commission expires: *2/2/26*

William J. Linkous III County Attorney or designee
Nathaniel R. Anderson,
Senior Assistant County Attorney

[Seal or Stamp]



IFB #014-45 TIRES (NEW) & RELATED PARTS & SERVICE *All quantities are estimated annual usage		KESLER TIRE SERVICE, INC. GAINESVILLE, GA	HARRISON TIRE SERVICE GAINESVILLE, GA	SOUTHERN TIRE MART GAINESVILLE, GA
<u>Tires</u>		Price	Price	Price
Size	Description			
10 x 16.5	Titan HD200	\$175.00	\$225.76	\$131.00
11L-15	Load Range E, 12 Ply	\$160.00	\$121.98	\$101.00
11L-16	Load Range E, 12 Ply	\$136.00	\$154.65	\$151.00
11R 22.5	Firestone All Purpose FS561	\$345.00	\$376.60	\$355.00
11R 24.5	Bandag BDM Retread	\$172.00	\$193.42	\$210.00
11R 24.5	Load Range H, Tread Depth 19	\$500.00	\$177.00	\$355.00
11R 24.5	Truck Radial Casing	\$75.00	\$80.00	\$70.00
11R22.5	Load Range H, Tread Depth 19	\$345.00	\$171.00	\$340.00
11R22.5	Bandag 4310		\$171.00	\$170.00
11R22.5	Load Range G, Tread Depth 26	\$330.00	\$614.56	\$345.00
11R22.5	Bandag BDM Retread	\$178.00	\$188.62	\$205.00
11R22.5	Bandag DR4.3 Retread	\$157.00	\$171.00	\$170.00
11R22.5	Truck Radial Casing	\$75.00	\$80.00	\$70.00
12 x 16.5	Load Range F, Tread Depth 23, 12 Ply	\$195.00	\$172.74	\$212.00
12 x 16.5	PowerKing Super Highway	\$266.00	\$230.28	\$273.00
12 x 16.5	Power King KRG27A	\$201.00	\$172.74	\$201.00
12 x 16.5	Skid Steer	\$265.00	\$172.74	\$163.00
12 x 22.5	16 Ply Firestone A/P FS561	\$385.00	\$588.24	\$395.00
12 x 9.5-12	Turf tire			\$84.00
12.5 x 80	Load Range F	\$315.00	\$252.95	\$280.00
13 x 500-8	Rib Tread		\$22.79	
14 x 17.5	Load Range E, Tread Depth 22, 10 Ply	\$331.00	\$305.95	\$257.00
14 x 24	Power King PRG32		\$540.56	\$570.00
14.9 x 24	Load Range C, 6 Ply		\$359.95	\$331.00
14.9 x 28	Load Range C		\$481.38	\$375.00
16.9 x 28	Load Range D, Tread Depth 34, 8 Ply		\$514.18	\$561.00
16.9 x 30	BKT R-1 Tractor		\$611.72	\$689.00

17.5L24	E Industrial Lug tire		\$495.88	\$439.00
18 x 9.5-8	Load Range B, 4 Ply	\$64.00	\$58.76	\$37.00
18.4 x 30	R-1 Tread Design		\$724.73	\$528.00
22 x 12-8	Carlisle Field Trax	\$115.00	\$106.38	\$102.00
22 x 9.5-10	Carlisle All Trail	\$119.00	\$108.72	\$113.00
22.5 x 10-8	Load Range B, 2 Ply	\$110.00	\$109.01	\$110.00
23 x 10.50-12	Load Range B, 4 Ply	\$97.00	\$93.56	\$101.00
235/50R17	Sailun Atrezzo SVA-1	\$93.00	\$92.53	\$91.00
24 x 10.5-10	Carlisle All Trail	\$128.00	\$124.14	\$130.00
24 x 12-12	Carlisle Turf Master	\$110.00	\$106.12	\$124.00
25 x 13-9	for Golf Cart	\$136.00	\$127.90	\$109.00
255/60R18	Firehawk Pursuit	\$119.37	\$119.00	\$124.37
27 x 9.5-15	Samson 8 ply	\$127.00	\$136.55	\$167.20
8-14	Load Range F, 8 Ply	\$101.00	\$109.80	\$90.00
9 x 14.5	Power King Low Boy HD	\$132.00	\$124.55	\$129.00
9.5 x 24	BKT R1 (fits New Holland Tractor)		\$232.36	\$245.00
9.50 x 1.56	Load Range E, 8 Ply, Tread Depth 15	\$180.00	\$164.29	\$178.00
9.50R16.5	10 Ply Firestone HT Transforce	\$150.06	\$185.00	\$155.06
9R22.5	Load Range G	\$314.00	\$308.27	\$343.00
LT205/75D15	8 Ply Thunderer R501 STR	\$73.00	\$77.69	\$70.00
LT215/85R16	Firestone HT Transforce	\$108.58	\$112.00	\$113.58
LT225/75R16	Load Range E	\$120.69	\$124.00	\$125.69
LT235/85R16	Load Range E	\$112.55	\$115.00	\$117.55
LT245/75R16	Firestone Transforce HT	\$110.75	\$121.00	\$115.75
LT245/75R17	10 Ply Firestone HT Transforce	\$134.07	\$145.00	\$139.07
LT265/70R17	Load Range E	\$161.50	\$165.00	\$166.50
LT265/70R17	Firestone Transforce HT OWL	\$145.94	\$165.00	\$166.50
LT265/75R16	Firestone Transforce AT2 BL	\$114.30	\$147.05	\$149.30
LT265/75R16	Load Range E	\$130.53	\$134.00	\$135.53
LT265/75R16	Firestone Transforce 10P OWL	\$130.53	\$134.00	\$135.53
P195/65R15	Cooper CS5 Grand Touring	\$92.00	\$89.84	\$42.00
P205/60R15	Sailun Atrezzo SH406	\$72.00	\$69.66	\$59.00
P215/55R15	Firestone A/T Destination			\$99.53
P215/55R16	Uniroyal Tiger Paw	\$115.00	\$87.00	\$120.00
P215/55R16	Bridgestone Potenza RE97	\$89.41	\$87.00	\$101.99
P215/55R17	Firestone FR710	\$90.18	\$151.47	\$106.16

P215/60R15	Sumitomo Touring	\$67.00	\$68.50	\$63.00
P215/60R16	Firestone FR710	\$86.57	\$82.00	\$65.00
P215/60R16	Cooper CS5 Tour	\$100.00	\$82.00	\$54.00
P215/70R15	Treadwear - 400	\$78.33	\$80.41	\$83.33
P215/75R14	Load Range C, 102C	\$72.53	\$79.97	\$58.00
P215/75R17.5	Sumitomo ST727 LRH A/P	\$269.00	\$243.99	\$286.00
P225/45R18	Firestone Firehawk Indy 500	\$131.68	\$104.23	\$136.68
P225/50R17	Firestone FR710BW	\$102.14	\$102.37	\$107.75
P225/60R16	Firestone FR710 BW	\$103.31	\$108.84	\$104.56
P225/60R16	Firestone Fuel Fighter Champion	\$93.38	\$108.84	\$59.00
P225/60R16	Goodyear Eagle RS-A		\$108.84	\$104.56
P225/60R17	Cooper CS3 Touring	\$130.00	\$104.00	\$82.00
P225/65R16	Cooper CSS Tour	\$115.00	\$84.72	\$75.00
P225/70R15	Firestone Destination LE2 OWL	\$107.07	\$115.00	\$118.00
P225/70R19.5	Continental Hubrid HS3	\$269.00	\$274.81	\$279.32
P225/70R19.5	14 Ply, Continental HDR	\$277.00	\$274.81	\$287.08
P225/70R22.5	Load Range H, Tread Depth 18		\$361.47	\$329.00
P235/50R18	Firestone Firehawk GT Pursuit XL	\$129.98	\$149.41	\$135.70
P235/50R18	Cooper CS5 Touring	\$150.00	\$149.41	\$69.00
P235/55R17	Goodyear Eagle RS-A SL VSB		\$115.00	\$113.90
P235/65R17	Firestone Champion Fuel Fighter Blackwall	\$112.89	\$109.00	\$117.86
P235/65R18	Firestone Destination LE2	\$103.07	\$124.17	\$108.07
P235/70R16	Firestone Destination All Terrain OWL	\$143.47	\$99.85	\$148.47
P235/70R16XL	Firestone LE2 Destination	\$105.20	\$99.85	\$114.28
P235/70R17XL	Firestone LE2 Destination	\$99.63	\$142.00	\$104.63
P235/75R15	Treadwear - 460	\$117.10	\$75.48	\$102.18
P235/75R15	Treadwear - 480	\$97.18	\$75.48	\$66.00
P235/75R15XL	Firestone Destination LE	\$117.10	\$75.48	\$121.31
P235/75R16	Firestone Destination All Terrain OWL	\$117.45	\$144.44	\$122.45
P235/75R17.5	Sailun S637	\$208.00	\$212.32	\$202.00
P235/75R17.5	FALKEN RI-151 LRJ	\$337.00	\$212.32	\$148.00
P235/75R17.5	Sumitomo ST727	\$307.00	\$292.15	\$342.00
P245/45R18	Firestone GT Z Pursuit FireHawk	\$121.72	\$124.00	\$126.72
P245/55R18	Goodyear Eagle RS-A SL VSB		\$124.00	\$140.38
P245/55R18	Firestone Firehawk Wide Oval	\$132.00	\$124.00	\$192.05
P245/60R18	Firestone Destination LE2	\$102.06	\$132.46	\$107.06

P245/65R17	Treadwear - 520	\$106.57	\$109.00	\$111.57
P245/65R17	Firestone Destination LE2 OWL	\$100.67	\$109.00	\$111.57
P245/65R17	Firestone Destination All Terrain OWL	\$126.75	\$109.00	\$123.69
P245/70R16	Firestone LE2 Destination	\$99.29	\$145.26	\$119.35
P245/70R17	Treadwear - 500	\$102.54	\$115.00	\$127.35
P245/70R19.5	Michelin XZE 18 Ply	\$396.00		\$396.00
P245/75R17	Firestone OWL	\$134.07	\$145.00	\$139.07
P245/75R17	Firestone Transforce AT2 OWL	\$139.17	\$145.00	\$144.17
P255/65R17	Goodyear Wrangler Fortitude		\$149.62	\$132.30
P255/70R16	Firestone Destination LE2 OWL	\$119.08		\$124.08
P255/70R22.5	Firestone560	\$300.00	\$361.47	\$329.00
P265/60R17	Firestone Firehawk GT Pursuit	\$115.54	\$125.51	\$120.54
P265/60R17	Firestone Firehawk PVS # 149558 - Snow Tire	\$127.46	\$140.42	\$132.46
P265/60R18	Firestone Destination LE2	\$116.35	\$162.12	\$144.77
P265/70R16	Treadwear - 480	\$120.55	\$144.44	\$146.74
P265/70R16	Firestone Destination LE2 OWL	\$136.81	\$144.44	\$146.74
P265/70R17	Firestone Destination LE2 OWL	\$123.48	\$134.89	\$128.48
P265/70R17	Firestone Transforce AT2 OWL	\$152.04	\$143.00	\$171.86
P265/70R17	Firestone All Terrain Destination	\$119.80	\$143.00	\$124.80
P265/75R16	Firestone OWL	\$131.61	\$126.52	\$135.53
P265/75R16	Treadwear - 480, Speed Rating - T	\$127.99	\$126.52	\$130.20
P315/80R22.5	Firestone FS400	\$618.00	\$523.46	\$638.21
P385/65R22.5	Firestone FS818	\$582.00	\$674.34	\$602.78
P425/65R22.5	Firestone FS818	\$670.00	\$717.35	\$690.40
ST175/70R13	Sailun Atrezzo	\$58.00	\$59.23	\$50.00
ST175/80R13	Towmax 6Ply Trailer tire	\$60.00	\$65.83	\$50.00
ST185/80R13	Trailer Load Range C Power King Tow Max	\$60.00	\$70.07	\$57.00
ST205/75D14	Load Range C, 6 Ply	\$65.00	\$78.51	\$68.00
ST225/75R15	Load Range D, 8 Ply	\$76.00	\$94.10	\$72.00
ST235/80R16	12 Ply Thunderer R501	\$110.00	\$121.97	\$94.00
ST235/80R16	Power King Towmax LR E	\$110.00	\$120.89	\$108.00
ST235/85R16	14 Ply Sailun trailer tire	\$152.00	\$178.69	\$121.00

IFB #014-45 TIRES (NEW) & RELATED PARTS & SERVICE			
<u>Tubes</u>	KESLER TIRES SERVICE, INC. GAINESVILLE, GA	HARRISON TIRE SERVICE GAINESVILLE, GA	SOUTHERN TIRE MART GAINESVILLE, GA
Size	Unit Price	Unit Price	Unit Price
5" Tube	\$7.00	\$ 8.15	\$ 9.00
12' Tube	\$14.00	\$ 16.32	\$ 17.00
12-16.5 Tube	\$27.00	\$ 27.45	\$ 20.00
14R17.5 Tube	\$41.00	\$ 46.44	\$ 44.00
14R24 Tube		\$ 79.64	\$ 70.00
16" Tube	\$24.00	\$ 16.54	\$ 24.00
17.5 x24 Tube		\$ 72.47	\$ 59.00
18.4R30 Tube		\$ 89.84	\$ 72.00
Heavy Duty Truck and Bus Tubes			
	Price		
Radial, 900R20, Valve TR-175A	\$27.00	\$ 30.55	\$ 23.00
Radial, 1000R-20, Valve TR-78A	\$29.00	\$ 34.37	\$ 23.00
Farm Tubes			
	Price		
14.9 x 28		\$ 68.99	\$ 61.00
16.9 x 30 / 10.4 x 30		\$ 89.84	\$ 59.00
26-12-12	\$ 22.00	\$ 25.63	\$ 15.00
Wheels			
	Price		
16" Factory Impala Wheel			
16x6 8 lug Trailer wheel	\$80.00		
17" Tahoe			
18" Ford Explorer			
18" OE Taurus Wheel			
Tire O-Rings			
	Price		
24" Small		\$ 14.22	\$ 25.00
25" Small			\$ 25.00
24" Large		\$ 14.22	\$ 25.00
25" Large			\$ 25.00
Valve Stems			
	Price		
Passenger/Light Truck	\$ 2.00	\$ 2.00	\$ 3.50
Passenger/Car	\$ 2.00	\$ 2.00	\$ 3.50
Truck/Aluminum	\$ 8.00	\$ 8.95	\$ 8.00
Sensor Valve (Passenger/Light Trucks)	\$ 8.00	\$ 6.95	
Tire Boots			
	Price		
Small	\$8.00	\$ 10.80	

*All quantities are estimated annual usage

<u>Services</u>		KESLER TIRE SERVICES, INC.	HARRISON TIRE SERVICE	SOUTHERN TIRE MART GAINESVILLE, GA
		GAINESVILLE, GA	GAINESVILLE, GA	GAINESVILLE, GA
In-Shop Services	Qty	Unit Price	Unit Price	Unit Price
Electronic Balancing-Autos	Each Tire	\$12.00	\$10.00	
Electronic Balancing-Autos-After Business Hours	Each Tire	\$12.00	\$10.00	
Electronic Balancing-Autos-Emergency	Each Tire	\$12.00	\$10.00	
Electronic Balancing-Light Trucks	Each Tire	\$13.00	\$10.00	
Electronic Balancing-Light Trucks-After Business Hours	Each Tire	\$13.00	\$10.00	
Electronic Balancing-Light Trucks-Emergency	Each Tire	\$13.00	\$10.00	
Electronic Balancing-Medium/Heavy Trucks	Each Tire	\$25.00	\$40.00	
Electronic Balancing-Medium/Heavy Trucks-After Business Hours	Each Tire	\$25.00	\$40.00	
Electronic Balancing-Medium/Heavy Trucks-Emergency	Each Tire	\$25.00	\$40.00	
Alignment-Autos/Light Trucks	Each Tire	\$95.00	\$89.99	
Alignment-Autos/Light Trucks-After Business Hours	Each Tire	\$95.00		
Alignment-Autos/Light Trucks-Emergency	Each Tire	\$95.00		
Alignment External-Autos/Light Trucks-All 4 Wheels	Per Vehicle	\$95.00	\$89.99	
Alignment External-Autos/Light Trucks-All 4 Wheels-After Business Hours	Per Vehicle	\$95.00		
Alignment External-Autos/Light Trucks-All 4 Wheels-Emergency	Per Vehicle	\$95.00		
Alignment-Extended Cab Light Trucks	Per Vehicle	\$95.00	\$89.99	
Alignment-Extended Cab Light Trucks-After Business Hours	Per Vehicle	\$95.00		
Alignment-Extended Cab Light Trucks-Emergency	Per Vehicle	\$95.00		
Alignment-Medium/Heavy Trucks	Per Vehicle			
Alignment-Medium/Heavy Trucks-After Business Hours	Per Vehicle			
Alignment-Medium/Heavy Trucks-Emergency	Per Vehicle			
Rotation-Autos/Light Trucks	Per Vehicle	NO CHARGE	NO CHARGE	\$30.00
Rotation-Autos/Light Trucks-After Business Hours	Per Vehicle	NO CHARGE		\$30.00
Rotation-Autos/Light Trucks-Emergency	Per Vehicle	NO CHARGE		\$30.00
Rotation-Medium/Heavy Trucks-Business Hours	Per Vehicle	\$72.00/ 4 WHEELS	\$20/POSITION	\$60.00
Rotation-Medium/Heavy Trucks-After Business Hours	Per Vehicle	\$72.00/ 4 WHEELS		\$60.00
Rotation-Medium/Heavy Trucks-Emergency	Per Vehicle	\$72.00/ 4 WHEELS		\$60.00
Fix Flats-Autos	Each Tire	\$20.00	\$25.00	\$35.00
Fix Flats-Autos-After Business Hours	Each Tire	\$20.00	\$25.00	\$35.00
Fix Flats-Autos-Emergency	Each Tire	\$20.00	\$25.00	\$35.00
Fix Flats-Light Trucks	Each Tire	\$25.00	\$32.00	\$35.00
Fix Flats-Light Trucks-After Business Hours	Each Tire	\$25.00	\$32.00	\$35.00

Fix Flats-Light Trucks-Emergency	Each Tire	\$25.00	\$32.00	\$35.00
Fix Flats-Medium/Heavy Trucks	Each Tire	\$40.00	\$45.00	\$55.00
Fix Flats-Medium/Heavy Trucks-After Business Hours	Each Tire	\$40.00	\$45.00	\$55.00
Fix Flats-Medium/Heavy Trucks-Emergency	Each Tire	\$40.00	\$45.00	\$55.00
Fix Flats-Tractors with Side/Rear Mower Decks	Each Tire		\$65.00	\$130 / HR
Fix Flats-Tractors with Side/Rear Mower Decks-After Business Hours	Each Tire		\$65.00	\$130 / HR
Fix Flats-Tractors with Side/Rear Mower Decks-Emergency	Each Tire		\$65.00	\$130 / HR
Tire Sensor Band	Per Sensor		\$63.95 W/ SENSOR	\$130 / HR
Fix Flats-Tractors with 28" Rim Diameter or Under	Each Tire		\$65.00	\$130 / HR
Fix Flats-Tractors with 28" Rim Diameter or Under-After Business Hours	Each Tire		\$65.00	\$130 / HR
Fix Flats-Tractors with 28" Rim Diameter or Under-Emergency	Each Tire		\$65.00	\$130 / HR
Fix Flats-Tractors with 30" Rim Diameter or Larger	Each Tire		\$85.00	\$130 / HR
Fix Flats-Tractors with 30" Rim Diameter or Larger-After Business Hours	Each Tire		\$85.00	\$130 / HR
Fix Flats-Tractors with 30" Rim Diameter or Larger-Emergency	Each Tire		\$85.00	\$130 / HR
20.5-25-Demount and Mount	Each Tire			\$130 / HR
20.5-25-Demount and Mount-After Business Hours	Each Tire			\$130 / HR
20.5-25-Demount and Mount-Emergency	Each Tire			\$130 / HR
Large Mower-Demount and Mount	Each Tire		\$85.00	\$130 / HR
Large Mower-Demount and Mount-After Business Hours	Each Tire		\$85.00	\$130 / HR
Large Mower-Demount and Mount-Emergency	Each Tire		\$85.00	\$130 / HR
Labor Rate for Repairs	Each Tire	\$95.00/ HOUR	\$85/ HOUR	\$130 / HR
Labor Rate for Repairs-After Business Hours	Per Hour	\$95.00/ HOUR	\$135/ HOUR	\$130 / HR
Labor Rate for Repairs-Emergency	Per Hour	\$95.00/ HOUR	\$135/ HOUR	\$130 / HR

Road Services	Qty	Price	Price	Price
Fix Flats-Autos	Per Service Call	\$80.00	\$85.00	\$95 / HR
Fix Flats-Autos-After Business Hours	Per Service Call	\$99.50 - 2 HR MIN.	\$140.00	\$130 / HR
Fix Flats-Autos-Emergency	Per Service Call	\$80.00	\$140.00	\$150 / HR
Fix Flats-Light Trucks	Per Service Call	\$80.00	\$85.00	\$95 / HR
Fix Flats-Light Trucks-After Business Hours	Per Service Call	\$99.50 - 2 HR MIN.	\$140.00	\$130 / HR
Fix Flats-Light Trucks-Emergency	Per Service Call	\$80.00	\$140.00	\$150 / HR
Fix Flats-Medium/Heavy Trucks	Per Service Call	\$80.00	\$85.00	\$95 / HR
Fix Flats-Medium/Heavy Trucks-After Business Hours	Per Service Call	\$99.50 - 2 HR MIN.	\$140.00	\$130 / HR
Fix Flats-Medium/Heavy Trucks-Emergency	Per Service Call	\$80.00	\$140.00	\$150 / HR
Fix Flats-Tractors with Side/Rear Mower Decks	Per Service Call		\$85.00	\$130 / HR
Fix Flats-Tractors with Side/Rear Mower Decks-After Business Hours	Per Service Call		\$140.00	\$150 / HR
Fix Flats-Tractors with Side/Rear Mower Decks-Emergency	Per Service Call		\$140.00	\$200 / HR

Fix Flats-Tractors with 28" Rim Diameter or Under	Per Service Call	\$85.00	\$130 / HR
Fix Flats-Tractors with 28" Rim Diameter or Under-After Business Hours	Per Service Call	\$140.00	\$150 / HR
Fix Flats-Tractors with 28" Rim Diameter or Under-Emergency	Per Service Call	\$140.00	\$200 / HR
Fix Flats-Tractors with 30" Rim Diameter or Larger	Per Service Call	\$85.00	\$130 / HR
Fix Flats-Tractors with 30" Rim Diameter or Larger-After Business Hours	Per Service Call	\$140.00	\$150 / HR
Fix Flats-Tractors with 30" Rim Diameter or Larger-Emergency	Per Service Call	\$140.00	\$200 / HR

Off-The-Road Services: to include Service Call/Repair

	Qty	Price	Price	Price
Fix Flats-Autos	Per Service Ca	\$100.00	\$85.00	\$95 / HR
Fix Flats-Autos-After Business Hours	Per Service Ca	\$119.50/ 2 HR MIN.	\$140.00	\$130 / HR
Fix Flats-Autos-Emergency	Per Service Ca	\$100.00	\$140.00	\$150 / HR
Fix Flats-Light Trucks	Per Service Ca	\$105.00	\$85.00	\$95 / HR
Fix Flats-Light Trucks-After Business Hours	Per Service Ca	\$124.50/2 HR MIN.	\$140.00	\$130 / HR
Fix Flats-Light Trucks-Emergency	Per Service Ca	\$105.00	\$140.00	\$150 / HR
Fix Flats-Medium/Heavy Trucks	Per Service Ca	\$120.00	\$85.00	\$95 / HR
Fix Flats-Medium/Heavy Trucks-After Business Hours	Per Service Ca	\$139.50/ 2 HR MIN.	\$140.00	\$130 / HR
Fix Flats-Medium/Heavy Trucks-Emergency	Per Service Ca	\$120.00	\$140.00	\$150 / HR
Fix Flats-Tractors with Side/Rear Mower Decks	Per Service Call		\$85.00	\$130 / HR
Fix Flats-Tractors with Side/Rear Mower Decks-After Business Hours	Per Service Call		\$140.00	\$150 / HR
Fix Flats-Tractors with Side/Rear Mower Decks-Emergency	Per Service Call		\$140.00	\$200 / HR
Fix Flats-Tractors with 28" Rim Diameter or Under	Per Service Call		\$85.00	\$130 / HR
Fix Flats-Tractors with 28" Rim Diameter or Under-After Business Hours	Per Service Call		\$140.00	\$150 / HR
Fix Flats-Tractors with 28" Rim Diameter or Under-Emergency	Per Service Call		\$140.00	\$200 / HR
Fix Flats-Tractors with 30" Rim Diameter or Larger	Per Service Call		\$85.00	\$130 / HR
Fix Flats-Tractors with 30" Rim Diameter or Larger-After Business Hours	Per Service Call		\$140.00	\$150 / HR
Fix Flats-Tractors with 30" Rim Diameter or Larger-Emergency	Per Service Call		\$140.00	\$200 / HR

Emergency Vehicle Unique Services

	Qty	Price	Price	Price
Storage of Tires	Each Tire	NO CHARGE	NO CHARGE	NO CHARGE
State length of time for storage fee	Per Year			
Storage of Wheels - 16"	Per Wheel	NO CHARGE	NO CHARGE	NO CHARGE
State length of time for storage fee	Per Year			
Storage of Wheels - 17"	Per Wheel	NO CHARGE	NO CHARGE	NO CHARGE
State length of time for storage fee	Per Year			
Tire Changeover to include Service Call		\$95.00	5 & SERVICE CAL	\$95 / HR

Road Service for Autos/Light Trucks	Per Service Ca	\$80.00	\$85.00	\$95 / HR
Road Service for Medium/Heavy Trucks (i.e. Ambulances, Fire Trucks)	Per Service Ca	\$80.00	\$85.00	\$130 / HR

Waste Tire Disposal Fees

	Qty	Price	Price	Price
Passenger Car	Each Tire/Tube	\$5.00	\$5.00	\$5.00
Pursuit	Each Tire/Tube	\$5.00	\$5.00	\$5.00
Light Truck	Each Tire/Tube	\$6.50	\$5.00	\$5.00
Truck	Each Tire/Tube	\$12.00	\$12.00	\$12.00
Ambulance	Each Tire/Tube	\$7.50		\$12.00
Trailer Tires	Each Tire/Tube	\$5.00	\$10.00	\$12.00
Farm Tractor	Each Tire/Tube		\$18.00	\$50.00
Turf Tires	Each Tire/Tube	\$3.00	\$3.00	\$50.00
Tires 20.25	Each Tire/Tube			\$50.00

Budget	Finance	Attorney	Administration
EW	TS	WLI	CR
Clerk			
JR			

Attachments:

- Financial Supplement
- Renewal Document
- Original Sales Order



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 246/2024

Funds Requested: \$ 162,894.31

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

E-911 Fund

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	215-E911 FUND	3800-E911	522202-COMPUTER REPAIRS & MAINTENANCE	\$162,894.31

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: AL

Phone: 470-768-1446

Renewal Order #: Q-169443
Start Date: July 1, 2024
End Date: June 30, 2025
Billing Frequency: Yearly
Subsidiary: Tritech Software Systems**Renewal Order prepared for:**
Amanda Letson, 911 Director
Hall County 911 Dispatch
P.O. Drawer 1435
Gainesville, GA 30503
770-531-6765

Thank you for your continued business. We at CentralSquare appreciate and value our relationship and look forward to serving you in the future. CentralSquare provides software that powers over 8,000 communities. More information about all of our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	Enterprise CAD API - Customer Annual Maintenance Fee	1	1,459.36 USD
2.	Enterprise CAD Archive Server Software Annual Maintenance Fee	1	810.77 USD
3.	Enterprise CAD Browser (A - 1-40 Concurrent Users)	1	2,918.73 USD
4.	Enterprise CAD Caller Location Query Subscription (OP) Annual Subscription Fee	1	3,031.88 USD
5.	Enterprise CAD GISLink Utility Position Annual Maintenance Fee	1	1,297.21 USD
6.	Enterprise CAD Mapping	20	3,243.03 USD
7.	Enterprise CAD Mapping Test or Training Annual Maintenance Fee	1	175.39 USD
8.	Enterprise CAD Server Software (B - 6-20 Positions)	1	8,756.18 USD
9.	Enterprise CAD Test or Training System Annual Maintenance Fee	1	2,557.19 USD
10.	Enterprise Mobile Base Position Annual Maintenance Fee	2	306.46 USD
11.	Enterprise Mobile Base Position with CJIS/NCIC Forms Annual Maintenance Fee	2	1,447.22 USD
12.	Enterprise Mobile Mapping Test or Training Annual Maintenance Fee	1	68.11 USD
13.	Enterprise Mobile Server Software (D - 251-500 Positions)	1	21,890.47 USD
14.	Enterprise Mobile Test or Training System Annual Maintenance Fee	1	3,007.15 USD

15.	Field Ops - Fire/EMS	5	802.10 USD
16.	Inform CAD Position	20	58,374.57 USD
17.	Inform CAD Standard Alpha Numeric Paging Interface	1	2,626.85 USD
18.	Inform CAD Standard EMD Integration	20	2,918.73 USD
19.	Inform Mobile Mapping Software	5	324.30 USD
20.	IQ CrimeView Advanced Reports Annual Subscription Fee	1	8,277.02 USD
21.	NCIC/State Message Switch Software - Inform CAD/Inform Mobile	1	14,593.65 USD
22.	NCIC/State Query Position for Inform CAD	20	2,918.73 USD
23.	Standard ANI/ALI Interface	1	2,626.85 USD
24.	Standard Inform CAD to External System Incident Data Transfer Interface	4	17,512.36 USD

WHAT SERVICES ARE INCLUDED?

	DESCRIPTION	TOTAL
1.	Escrow Fee Recurring	950.00 USD
Renewal Order Total:		162,894.31 USD

Billing Information

This is not an invoice. Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the Ship To location provided by the Customer on the Renewal Order Form.

Please note that the Total Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Total Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Total Price displayed above.



**SALES ORDER
PURSUANT TO EXISTING AGREEMENT**

This Sales Order is intended as a binding Agreement between Hall County, GA (“Client”) and TriTech Software Systems, a CentralSquare Technologies company (“TriTech”), and shall be effective as of the date of the last signature herein.

Quote Number: Q-94747 is attached to this Sales Order as Exhibit “A”. The Quote contains a description of all products and services sold pursuant to this Sales Order. The Quote is hereby incorporated by reference as a term of this Sales Order.

Payment Terms.

Services

- 50% due upon execution of this Sales Order
- 50% due upon completion of Services

Payment due in full 30 days from date of invoice.

Master Agreement. This Sales Order shall be governed by the terms and conditions of the existing Agreement between the parties, more specifically described as: System Purchase Agreement dated and signed August 17th, 2016 (the “Master Agreement”). NO OTHER TERMS OR CONDITIONS OF THE MASTER AGREEMENT ARE NEGATED OR CHANGED AS A RESULT OF THIS DOCUMENT.

Purchase Order. Customer may provide TriTech with a valid purchase order, upon execution of this Sales Order. Notwithstanding anything to the contrary herein, purchase orders are to be used solely for Customer’s accounting purposes and any terms and conditions contained therein shall be deemed null and void with respect to the parties’ relationship and this Sales Order. Any such purchase order provided to TriTech shall in no way relieve Customer of any obligation entered into pursuant to this Sales Order including, but not limited to, its obligation to pay TriTech in a timely fashion.

Acceptance of Order Terms. By signing this Sales Order below, Customer represents and warrants that: (a) it has read and understands the Master Agreement and Quote that are incorporated by reference into this Sales Order and agrees to be bound by the terms thereof, and (b) it has full power and authority to accept this Sales Order.

Signature Page to Follow

TriTech Software Systems	Hall County, GA
1000 Business Center Dr. Lake Mary, FL 32746	P.O. Drawer 1435 Gainesville, GA 30503
By: <i>Dan Maier</i> <small>DocuSigned by: E4124F28B4F5410</small>	By:
Print Name: Dan Maier	Print Name:
Print Title: CRO	Print Title:
Date Signed: 7/21/2022	Date Signed:

Exhibit A
(Attached)

**Quote prepared on:**

June 28, 2022

Quote prepared by:

Bryan Shanley

bryan.shanley@centralsquare.com

Quote #: Q-94747**Primary Quoted Solution:** PSJ Enterprise**Quote expires on:** September 16, 2022**Quote prepared for:**

Amanda Letson

Hall County 911 Dispatch

2875 Browns Bridge Road

Gainesville, GA 30504

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SERVICES ARE INCLUDED?

DESCRIPTION	TOTAL
1. Public Safety GIS/Analytics Services - Fixed Fee	2,340.00
2. Public Safety Project Management Services - Fixed Fee	9,555.00
3. Public Safety Technical Services - Fixed Fee	46,020.00
Services Total	57,915.00 USD

QUOTE SUMMARY

Services Subtotal 57,915.00 USD

Quote Subtotal 57,915.00 USD

**Quote prepared on:**

June 28, 2022

Quote prepared by:

Bryan Shanley

bryan.shanley@centralsquare.com

Quote Total	57,915.00 USD
--------------------	----------------------

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	0.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

This Quote is not intended to constitute a binding agreement. The terms herein shall only be effective once incorporated into a definitive written agreement with CentralSquare Technologies (including its subsidiaries) containing other customary commercial terms and signed by authorized representatives of both parties.

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

MORE INFORMATION AT CENTRALSQUARE.COM



Quote prepared on:

June 28, 2022

Quote prepared by:

Bryan Shanley

bryan.shanley@centralsquare.com

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [] No []

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: _____

Initials: _____



Summary of Services

Project: Hall County, GA, Enterprise Rehost.

The parties mutually agree and acknowledge this Summary of Services is a high-level overview of the project requested, not a detailed requirements or design of solution.

Project Scheduling

Parties agree a schedule will be provided for services within sixty (60) days from the execution of the above quote number.

Change Requests

The parties may request a change to this summary of services, to increase hours or deliverables, through a written request to the CentralSquare project manager or resource.

Services Scope of Project

The project includes the following scope of services.

The following Servers will be rehosted from their current Operating Systems and SQL Server Versions to the latest supported Operating Systems and SQL Server versions for the products:

Server Name	Function	Environment	Notes
APP-GISLINK-01	GIS Link	Production	
PRODBROWSER	CAD Browser	Production	
PRODINFORMCAD	CAD Server\SQL	Production	
PRODMOBILE	Mobile – Server	Production	
PRODMOBILEINT1	Mobile - Interface Server	Production	Migrate to Mobile Server
PRODMOBILEINT2	Mobile - Interface Server	Production	Migrate to Mobile Server
PRODPTT	CAD - Interface Server	Production	PTT
PRODROUTING1	Routing Server	Production	
PRODSQLRPT1	CAD Archive	Production	
PRODSTINT1	CAD - Interface Server	Production	
PRODSTINT2	CAD - Interface Server	Production	ANIALI, Paging, One Solution RMS, Sungard RMS, Firehouse RMS, Zoll RMS
PRODSTINT3	CAD - Interface Server	Production	Distinct RPC
PRODTTMS	TTMS	Production	
PRODWEB	CAD – Web Server	Production	
TESTINFORMCAD	CAD Server\SQL	Test	
TESTMOBILE	Mobile - Server	Test	
TESTSTINT1	CAD - Interface Server	Test	
TESTWEB	CAD – Web Server	Test	
TRAININFORMCAD	CAD Server\SQL	Train	



TRAINMOBILE	Mobile - Server	Train	
TRAINSTINT1	CAD - Interface Server	Train	
TRAINWEB	CAD – Web Server	Train	

CentralSquare will host a planning meeting between the Technical Services staff and the Client's subject matter experts (IT staff, Operations staff and/or Client Project Manager). CentralSquare will provide a detailed plan for the rehost operation and review with the Client.

CentralSquare will perform verification on all servers once the Client has created and provided access to them. CentralSquare will install SQL Server on new servers which require SQL Server. CentralSquare will install CentralSquare applications on the new servers and migrate some configuration prior to Go Live.

Central Square Technical Services Engineer (Interface Systems Engineer) to test all interfaces in staging environment prior to Go Live. This assumes the third parties have available end points for testing.

CentralSquare in conjunction with the client will migrate each new server into production in turn according to the project plan developed as part of the project. CentralSquare will migrate databases to the new SQL Instances as part of this operation. CentralSquare will migrate configuration and Interfaces as part of this operation.

CentralSquare Technical Services Engineer to update CentralSquare documentation with all new Operating System, SQL version and configuration data.

Note for Disaster Recovery SQL Server protected systems the SQL Server version of Production must match the SQL Server version of the DR site.

Note: In some cases, SQL Server versions must match between certain server groups – example of these being SQL Replication partners, SQL Server versions per product across installed instances (i.e., Production and Test must match for refresh purposes), SQL Server versions for integrated products within a product line (i.e., Enterprise Classic and Enterprise Web RMS), SQL Cluster nodes\Availability Groups.

Note - Product upgrades may be required to move to the latest supported Operating System and SQL Server versions. For older versions of software on 32-bit operating systems, or for certain version upgrades there is the potential for multiple rehost and upgrade operations to migrate to the latest supported Operating System and SQL Version.

Note - Active Directory, Jump Servers and Hypervisor servers are not included in this scope unless explicitly contracted for. It is expected that these will be migrated or replaced by the Client.

Assumptions and Client Responsibilities

- Implementation will be carried out remotely during CentralSquare's regular business hours unless specifically noted in Services Scope.
- Services are proposed for delivery during normal business hours. To ensure the success of every project and availability of support resources from Central Square and various third party vendors, which vary from site to site, certain limitations are imposed, and a specific definition of business hours is defined. For the purpose of



scheduling such activities, business hours are defined as 9am-5pm EST, Monday thru Friday, excluding holidays. Services outside of normal business hours shall be scheduled between the hours of 5pm EST Monday and be completed no later than 5pm EST Thursday and incurs additional costs. Delivery of all services will be scheduled to avoid all client, Central Square and/or nationally recognized holidays.

- Client to supply hardware, virtualization software, Operating System licensing, SQL Server licensing and licensing of any other third party hardware or software not specifically listed in the quote or Services Scope.
- Client to install hardware, create virtual machines and install Operating Systems unless specified as a CentralSquare or partner responsibility in the quote or Services Scope.
- Client will maintain remote connectivity to the site either through CentralSquare's preferred remote connectivity solution, or a mutually agreed upon alternative.
- CentralSquare staff will be permitted console access to all servers.
- CentralSquare staff will be permitted SQL administrator access to all database instances.
- Client will adhere to minimum specifications and disk space recommendations and guidelines as documented in the System Planning Guide and the client-specific specifications documented by the CentralSquare project team as a project artefact.
- Client to ensure any client-installed third party software (for example utilities for backups, antivirus) are certified to operate on the new operating system.
- Client will be responsible for any physical connections to the servers such as serial interface connections.
- Client to run all Windows Critical and Important Updates on all new servers.
- Client to add all servers to the Client's domain and ensure the CentralSquare Console account has local administrative rights on all servers.
- During the staging process no new builds or configuration changes are recommended in any environment to be rehosted. If necessary, changes are to be coordinated through the Project Manager as well as Client Support. Some changes may require a Change Order to the project.

Project Management

Even in smaller, less complex projects, there needs to be a point of contact and someone driving a project to successful completion. CentralSquare's Implementation Methodology ensures a project has the right amount of oversight needed to successfully complete the work, no more no less. A CentralSquare Project Manager will be your point of contact for the scoped work with you to develop a timeline to meet your needs, drive the timeline to completion, work to resolve any issues that may arise during the life of the project, all while keeping you up to date so you have the peace of mind your project is on track for a successful completion.

Professional Services

Throughout the course of the project, CentralSquare will use several types of services (defined herein) to complete the necessary steps for successful deployment of the contracted services. The overall services aligned to implementation include Consulting Services, Technical Services, Data Conversion Services, Training Services, and in some cases, Installation Services.



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (05/20/24)

REPORT TO: Voting Meeting (05/23/24)

ITEM NO: 239/2024

SUBJECT: Approve the renewal of the annual contract for IFB #001-44 Bottle Water Services for various County departments to Fontis Water, Inc. of Marietta, GA. The estimated annual cost is \$56,576.00.

Meetings:

Work Session Date: 05/20/24

Voting Meeting Date: 05/23/24

Executive Summary:

Presenter: TS
Recommendation: Approve.

Purpose of Request:
 Approve the renewal of the annual contract for IFB #001-44 Bottle Water Services for various County departments to Fontis Water, Inc. of Marietta, GA. The estimated annual cost is \$56,576.00.

History:
 Fontis Water, Inc. is a vendor in good standing with the County.

Facts and Issues:
 This is year two (2) of a possible three (3) year contract. There are no price increases for FY 2025.

Options:

Funding Requested	\$ 56,576.00
Are funds within current budget?	Yes
Source of Funds	Various
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Buyer	Submit	Purchasing	Budget
JD	JD	AP	EW

Buyer	Submit	Purchasing	Budget
Finance	Attorney	Administration	Clerk
TS	WLI	CR	JR

Attachments:

Financial Supplement
Contract



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 239/2024

Funds Requested: \$ 56,576.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Various

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	TBD	TBD	521000- PROFESSIONAL SERVICES	\$56,576.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: TS

Phone: 770-531-3900



Hall County Government
FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

Date: 04/24/2024

To: Richard Higgins, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached bid/contract award documents for:

Bid/Contract No: 001-44-1

Bid/Contract Name: Bottle Water Services Annual Contract

Department(s) Requesting Contract: Multiple

Award Recipient Name: Fontis Water, Inc.

Contract Description:

Annual Contract New Renewal

Prior Year's Spend: \$46,061

Price Increase Requested Increase Percentage: 0%

Project/Service Contract Estimated Amount: \$56,576

Product Contract Estimated Amount: \$0

Comments: Year two (2) of a possible three (3) year contract.
Renewal for FY25. Fontis Water, Inc. is a vendor in good standing with the County. No price increase requested for FY25.

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR
Taylor Samples, CPA

Contract Renewal #1

Bottle Water Services Annual Contract

March 14, 2024

Whereas, the County desires to Renew the Contract period for a one year period through June 30, 2025, in accordance with the terms and conditions of Bid #001-44, Bottle Water Services Annual Contract for dated May 25, 2023; and

Whereas, the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the Renewal as stated and therefore, the above numbered contract is hereby changed as follows:

1. By extending the Contract Term through June 30, 2025,
2. Allow for price adjustments as agreed to and recorded in Attachment A,
3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved in writing prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

Therefore, With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

Fontis Water, Inc.

By: [Signature]
 Print Name: James Carroll
 Title: CEO

HALL COUNTY, GEORGIA

By: _____
 Richard Higgins, Chairman
 Board of Commissioners

Date: _____

Sworn to and subscribed before me this

17th Day of April, 2024

Attestment: _____
County Clerk

Approved as to Form

[Signature]



Mary Saskel Raugh
 Notary commission expires: 3/20/26



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (05/20/24)

REPORT TO: Voting Meeting (05/23/24)

ITEM NO: 289/2024

SUBJECT: Approve the renewal of the annual contract for IFB #011-44 Uniform Purchase for various County departments to Strongpoint, LLC of Gainesville, GA and Uniforms Unlimited of Athens, GA. The estimated annual cost is \$112,850.00.

Meetings:

Work Session Date: 05/20/24

Voting Meeting Date: 05/23/24

Executive Summary:

Presenter: TS

Recommendation:
Approve.

Purpose of Request:

Approve the renewal of the annual contract for IFB #011-44 Uniform Purchase for various County departments to Strongpoint, LLC of Gainesville, GA and Uniforms Unlimited of Athens, GA. The estimated annual cost is \$112,850.00.

History:

This bid was originally approved on 06/08/2023, agenda item #288/2023. These vendors are in good standing with the County. Lawmen's and Shooters were part of the original contract, but they have opted not to renew, since we did not purchase anything from them last year.

Facts and Issues:

This is year two (2) of a possible five (5) year contract. Uniforms Unlimited had a slight price increase on fourteen (14) items, while Strongpoint, LLC had no price changes.

Options:

Funding Requested	\$ 112,850.00
Are funds within current budget?	Yes
Source of Funds	TBD
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Buyer	Submit	Purchasing	Budget
MH	TS	AP	EW
Finance	Attorney	Administration	Clerk
TS	WLI	CR	JR

Attachments:

Financial Supplement

Renewal Contract

Uniforms Unlimited Price Changes



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 289/2024

Funds Requested: \$ 112,850.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

TBD

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	TBD	TBD	531700-UNIFORMS	\$112,850.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: TS

Phone: 770-531-3900



Hall County Government
FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

Date: 05/06/2024

To: Richard Higgins, Chairman, BOC

From: Mike Hawkins, Buyer

Your signature is requested to execute the attached annual contract renewal documents for:

Bid/Contract No: 011-44-1

Bid/Contract Name: Uniform Purchase Annual Contract

Department(s) Requesting Contract: Multiple

Award Recipient Name: Strongpoint, LLC & Uniforms Unlimited

Contract Description:

Annual Contract New Renewal

Prior Year's Spend: \$96,687

Price Increase Requested Increase Percentage: 0%

Project/Service Contract Estimated Amount: \$112,850

Product Contract Estimated Amount: \$0

Comments: Year two (2) of a possible five (5) year contract. Finance has requested that this renewal be awarded to Strongpoint, LLC & Uniforms Unlimited, as they have been the previous contract holders and have provided excellent service over the last year. Lawmen's & Shooters were also on the previous contract, but have opted not to renew, since we did not purchase anything from them last year.

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR
Taylor Samples, CPA

Supplement Agreement #1

Uniform Purchase Annual Contract

March 13, 2024

Whereas, the County desires to extend the contract period for a one-year period through June 30, 2025, in accordance with the terms and conditions of Contract# 011-44, Uniform Purchase Annual Contract, and

Whereas the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the extension as stated and therefore, the above numbered contract is hereby changed as follows:

1. By extending the contract coverage for a one-year period through June 30, 2025,
2. Allow for price adjustments as agreed to and recorded in Attachment A,
3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved per the County's Purchasing Policies through the Contract Administrator prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

Subscribed and sworn to in our presence this _____ day of _____, 2024

Hall County, Georgia

Notary Public
Commission expires: _____

By: _____
Richard Higgins
Chairman, Board of Commissioners

Subscribed and sworn to in our presence this 22nd day of March, 2024
Angel Archer Smith
Notary Public
Commission expires: 12/22/2025

Strongpoint, LLC

By: [Signature]
Rebecca Mason



APPROVED AS TO FORM
[Signature]
William J. Linkous III, County Attorney

Supplement Agreement #1

Uniform Purchase Annual Contract

March 13, 2024

Whereas, the County desires to extend the contract period for a one-year period through June 30, 2025, in accordance with the terms and conditions of Contract# 011-44, Uniform Purchase Annual Contract, and

Whereas the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the extension as stated and therefore, the above numbered contract is hereby changed as follows:

1. By extending the contract coverage for a one-year period through June 30, 2025,
2. Allow for price adjustments as agreed to and recorded in Attachment A,
3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved per the County's Purchasing Policies through the Contract Administrator prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

Subscribed and sworn to in our
presence this _____ day of
_____, 2024

Hall County, Georgia

Notary Public
Commission expires: _____

By: _____
Richard Higgins
Chairman, Board of Commissioners

Subscribed and sworn to in our
presence this 13 day of
March, 2024
Krystin M Keller

Notary Public

Uniforms Unlimited
By: Wayne Wilson
Wayne Wilson

Commission expires: Krystin M Keller
NOTARY PUBLIC
Oconee County, GEORGIA
My Commission Expires 08/29/2025

APPROVED AS TO FORM
William J. Linkous III
William J. Linkous III, County Attorney



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (05/20/24)

REPORT TO: Voting Meeting (05/23/24)

ITEM NO: 244/2024

SUBJECT: Approve the renewal of the annual contract for RFQ #42-006 Demand Services for On-Call Plumbing Contractors for various County departments to B&W Mechanical Contractors, Inc. of Lawrenceville, GA and Stripes Plumbing Contractors, LLC of Gainesville, GA. The estimated annual cost is \$138,357.00.

Meetings:

Work Session Date: 05/20/24

Voting Meeting Date: 05/23/24

Executive Summary:

Presenter: WD

Recommendation:

Approve.

Purpose of Request:

Approve the renewal of the annual contract for RFQ #42-006 Demand Services for On-Call Plumbing Contractors for various County departments to B&W Mechanical Contractors, Inc. of Lawrenceville, GA and Stripes Plumbing Contractors, LLC of Gainesville, GA. The estimated annual cost is \$138,357.00.

History:

This bid established a pool of qualified plumbing contractors to provide plumbing contractor services on an as-needed basis. All work is generated via task orders. Both vendors are in good standing with the County.

Facts and Issues:

This is year four (4) of a possible five (5) year contract.

Options:

Although this was issued as a qualifications only bid, B & W Mechanical is requesting an increase in their pricing for regular and overtime pay per hour for FY 2025. The pricing increase request from the vendor is in Attachment A.

Funding Requested

\$ 138,357.00

Are funds within current budget?

Yes

Source of Funds

Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?

Yes

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item?

2024-06-30

Approvals:

Buyer	Submit	Purchasing	Budget
JD	WD	AY	EW
Finance	Attorney	Administration	Clerk
TS	WLI	CR	JR

Attachments:

Financial Supplement

Contracts



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 244/2024

Funds Requested: \$ 138,357.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	TBD	TBD	522200-REPAIRS AND MAINTENANCE	\$138,357.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: KI

Phone: 678-617-4517



Hall County Government
FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

Date: 04/25/2024

To: Richard Higgins, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached bid/contract award documents for:

Bid/Contract No: 42-006-3

Bid/Contract Name: Demand Services for On-Call Plumbing Contractors

Department(s) Requesting Contract: Facilities Management

Award Recipient Name: B & W Mechanical Contractors, Inc. and Stripes Plumbing Contractors, LLC

Contract Description:

Annual Contract New Renewal

Prior Year's Spend: \$110,686

Price Increase Requested Increase Percentage: 0%

Project/Service Contract Estimated Amount: \$0

Product Contract Estimated Amount: \$138,357

Comments: Year four (4) of a possible five (5) year contract. Contract renewal for FY25. B & W Mechanical, Inc. and Stripes Plumbing Contractors, LLC are both vendors in good standing with the County. Although this contract was a Request for Qualifications only, B & W Mechanical is requesting an increase in their pricing for regular pay per hour and overtime pay per hour as well. This information is listed on Attachment A and from the vendor.

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR
Taylor Samples, CPA

Contract Renewal #3

Demand Services for On-Call Plumbing Contractors

March 17, 2024

Whereas, the County desires to Renew the Contract period for a one year period through June 30, 2025, in accordance with the terms and conditions of Bid #42-006, Demand Services On-Call Plumbing Contractors, dated August 30, 2022 and

Whereas, the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the Renewal as stated and therefore, the above numbered contract is hereby changed as follows:

1. By extending the Contract Term through June 30, 2025.
2. Allow for price adjustments as agreed to and recorded in Attachment A,
3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved in writing prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

Therefore, With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

B & W Mechanical Contractors, Inc.

HALL COUNTY, GEORGIA

By: [Signature]
 Print Name: Chris Klamey
 Title: Account Manager

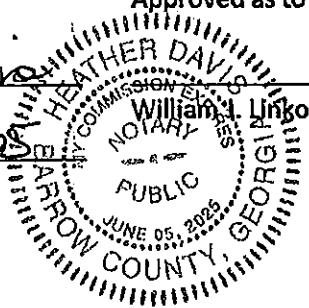
By: _____
 Richard Higgins, Chairman
 Hall County Board of Commissioners
 Date: _____

Sworn to and subscribed before me this
18 Day of March, 2024

Attestment: _____
 County Clerk

Notary Public: [Signature]
 Notary commission expires: 6/5/25
 Approved as to Form

 William J. Lingous, County Attorney or designee



Contract Renewal #3

Demand Services for On-Call Plumbing Contractors

March 25, 2024

Whereas, the County desires to Renew the Contract period for a one year period through June 30, 2025, in accordance with the terms and conditions of Bid #42-006, Demand Services On-Call Plumbing Contractors, dated August 30, 2022 and

Whereas, the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the Renewal as stated and therefore, the above numbered contract is hereby changed as follows:

1. By extending the Contract Term through June 30, 2025.
2. Allow for price adjustments as agreed to and recorded in Attachment A,
3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved in writing prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

Therefore, With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

Stripes Plumbing Contractors, LLC

HALL COUNTY, GEORGIA

By: David Medders
 Print Name: DAVID MEDDERS
 Title: CEO

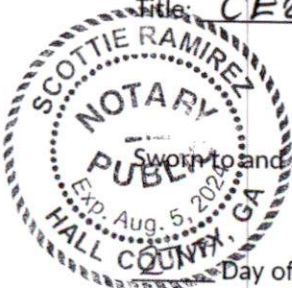
By: _____
 Richard Higgins, Chairman
 Hall County Board of Commissioners

Date: _____

Attestment: _____

County Clerk

Approved as to Form



Sworn to and subscribed before me this
 Day of March, 2024

Notary Public: Scottie Ramirez

Richard Higgins

Attachment A

Demand Services for On-Call Plumbing Contractors

March 14, 2024

Whereas, the Contractor and the County have agreed to a change in the contract prices and have recorded them below, and have both agreed to their rates, the prices associated with this contract are hereby changed upon approval of the County:

JM - 95.00 /hr (ninety-five) Reg. Pay
Apprentice - 80.00/hr (eighty) Reg. Pay

15% over Cost

JM - 140.00 /hr (one-hundred forty) Overtime Pay
Apprentice - 120.00/hr (one-hundred twenty) Overtime Pay



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (05/20/24)

REPORT TO: Voting Meeting (05/23/24)

ITEM NO: 228/2024

SUBJECT: Approve the renewal of the annual contract for IFB #017-44 Drug Screen Kits & Services for various County departments to Redwood Toxicology Laboratory, Inc. of Santa Rosa, CA. The estimated annual cost is \$140,025.00.

Meetings:

Work Session Date: 05/20/24

Voting Meeting Date: 05/23/24

Executive Summary:

Presenter: TS
Recommendation: Approve.

Purpose of Request:
Approve the renewal of the annual contract for IFB #017-44 Drug Screen Kits & Services for various County departments to Redwood Toxicology Laboratory, Inc. of Santa Rosa, CA. The estimated annual cost is \$140,025.00.

History:
Redwood Toxicology Laboratory, Inc. holds the current contract and has proven to be a good and reliable vendor for the County in servicing this contract.

The increase in cost stems from an increase in usage.

Facts and Issues:
This is year two (2) of a three (3) year contract.

Options:

Funding Requested	\$ 140,025.00
Are funds within current budget?	Yes
Source of Funds	Grant Funds
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2024-06-30

Approvals:

Buyer	Submit	Approve	Purchasing
CW	HH	KM	AY
Budget	Finance	Attorney	Administration
EW	TS	WLI	CR
Clerk			
JR			

Attachments:

Financial Supplement

Contract

Redwood Toxicology Bid Tab



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 228/2024

Funds Requested: \$ 140,025.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Grant Funds

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	250-MULTIPLE GRANT FUND	2160-TREATMENT SERVICES	521000-PROFESSIONAL SERVICES	\$14,000.00
2025	250-MULTIPLE GRANT FUND	2161-DRUG COURT	521000-PROFESSIONAL SERVICES	\$14,000.00
2025	250-MULTIPLE GRANT FUND	2162-DUI COURT	521000-PROFESSIONAL SERVICES	\$25,000.00
2025	250-MULTIPLE GRANT FUND	2163-MENTAL HEALTH COURT	521000-PROFESSIONAL SERVICES	\$27,000.00
2025	250-MULTIPLE GRANT FUND	2165-FAMILY TREATMENT COURT	521000-PROFESSIONAL SERVICES	\$60,025.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: HH

Phone:

770-536-3837



Hall County Government
FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

Date: 04/04/2024

To: Richard Higgins, Chairman, BOC

From: Cheryl Wright, Buyer

Your signature is requested to execute the attached bid/contract award documents for:

Bid/Contract No: 017-44-1

Bid/Contract Name: Drug Screen Kits & Services

Department(s) Requesting Contract: Treatment Services

Award Recipient Name: Redwood Toxicology Laboratory, Inc.

Contract Description:

Annual Contract New Renewal

Prior Year's Spend: \$112,020

Price Increase Requested Increase Percentage: 0%

Project/Service Contract Awarded Amount: \$140,025

Product Contract Awarded Amount: \$0

Comments: Year two (2) of a three (3) year contract.

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR
Taylor Samples, CPA

CONTRACT EXECUTION SIGNATURE REQUEST

PRICE INCREASE DETAILS

Bid/Contract No: 017-44

Bid/Contract Name: Drug Screen Kits & Services – Renewal contract for FY25. Vendor held previous contract for last year and is a vendor in good standing with the County. The estimated projected amount for FY25 is \$140,025.00

Contract Renewal #1

IFB #017-44-1, Drug Screen Kits & Services

March 14, 2024

Whereas, the County desires to extend the contract period for a one year period through June 30, 2025, in accordance with the terms and conditions of Bid #017-44, Drug Screen Kits and Services, dated June 20, 2023 and

Whereas, the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the extension as stated and therefore, the above numbered contract is hereby changed as follows:

1. By extending the Contract Term through June 30, 2025.
2. Allow for price adjustments as agreed to and recorded in Attachment A,
3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved in writing prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

Therefore, With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

Redwood Toxicology Laboratory, Inc.

HALL COUNTY, GEORGIA

By: Mary Tardel
Print Name: Mary Tardel
Title: Director, Government Services

By: _____
Richard Higgins, Chairman
Hall County Board of Commissioners

Date: _____

Sworn to and subscribed before me this

Attestment: _____
County Clerk

27 Day of March, 2024

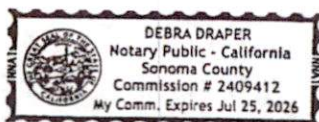
Approved as to Form

Notary Public: Debra Draper

Notary commission expires: 7/25/26

APPROVED AS TO FORM

Justin R. Lawhon
Justin R. Lawhon,
Senior Assistant County Attorney



SUMMATION OF BIDS RECEIVED			Redwood Tech (ABBOTT)	
INVITATION FOR BID # 017-44 DRUG KITS & SERVICES ANNUAL CONTRACT			Santa Rosa, CA	
Item Number	Item Description	Estimated Usage	Price	Total
1	5-Panel Drug Screen (kits)	1000	\$1.19	\$1,190.00
2	8-Panel Drug Screen (kits)	1000	\$2.30	\$2,300.00
3	9-Panel Drug Screen (kits)	1000	\$2.15	\$2,150.00
4	12-Panel Drug Screen (kits)	1000	\$3.59	\$3,590.00
5	ETG Test	1000	\$1.49	\$1,490.00
6	Drug Screen Confirmation (list all drugs which can be confirmed)	500	\$14.50	\$7,250.00
7	Urine Collection Cups (case)	40	no charge	\$0.00
8	Biohazard Specimen Bag (1,000/case)	1	no charge	\$0.00
9	K2 Test Kit (kits)	1000	\$1.49	\$1,490.00
10	Fentanyl Single Panel Dip Test (1,000/case)	1	\$37.25	\$37.25
11	Synthetic Opiates Single Panel Test (kit) case	1	\$0.76	\$0.76
12	Confirmation Test for Antipsychotics	1	no bid	\$0.00
13	Confirmation Test for Antidepressants	1	\$25.00	\$25.00
14	Confirmation Test for Kratom	1	\$32.00	\$32.00
15	Confirmation Test for Dextromethorphan	1	\$20.00	\$20.00
16	Confirmation Test for Steroids	1	\$60.00	\$60.00
17	Confirmation Test for Hallucinogenics (PCP)	1	\$15.00	\$15.00
	Confirmation Test for Hallucinogenics (Psilocybin)	1	\$40.00	\$40.00
18	Confirmation Test for Tianeptine	1	\$27.00	\$27.00
19	Confirmation Test for Fentanyl	1	\$60.00	\$60.00
20	Comprehensive Testing (list all drugs which can be tested)	1	\$20.00	\$20.00
21	Confirmation Test for OTC Medications (list all drugs which can be tested)	1	\$20.00	\$20.00
22	Confirmation Test for Rx Medications (list all drugs which can be tested)	1	\$20.00	\$20.00
23	Orab swab tests	1	\$4.75	\$4.75
	Confirmation	1	\$18.00	\$18.00
	Time		3-4 days	



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (05/20/24)

REPORT TO: Voting Meeting (05/23/24)

ITEM NO: 242/2024

SUBJECT: Approve the renewal of the annual contract for RFQ #43-007 Demand Services for On-Call Electrical Contractors for various County departments to Capital City Electrical Services, LLC of Norcross, GA and DeHart & Hill Electric, Inc. of Cumming, GA. The estimated annual cost is \$153,900.00.

Meetings:

Work Session Date: 05/20/24

Voting Meeting Date: 05/23/24

Executive Summary:

Presenter: WD
Recommendation: Approve.

Purpose of Request:

Approve the renewal of the annual contract for RFQ #43-007 Demand Services for On-Call Electrical Contractors for various County departments to Capital City Electrical Services, LLC of Norcross, GA and DeHart & Hill Electric, Inc. of Cumming, GA. The estimated annual cost is \$153,900.00.

History:

To expedite the completion of minor construction projects, Hall County has implemented the use of Demand Services pools of qualified on-call contractors for various services, including this pool for electrical contractors. Competitive pricing will be solicited from the vendor pool for individual projects via the issuance of Task Orders.

Both vendors have previously held contracts with Hall County and are in good standing.

Facts and Issues:

This is year three (3) of a possible five (5) year contract.

Options:

Funding Requested	\$ 153,900.00
Are funds within current budget?	Yes
Source of Funds	Various
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2024-06-30

Approvals:

Buyer	Submit	Purchasing	Budget
JD	WD	AY	EW
Finance	Attorney	Administration	Clerk
TS	WLI	CR	JR

Attachments:

Financial Supplement
Contracts



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 242/2024

Funds Requested: \$ 153,900.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Various

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	TBD	TBD	522200-REPAIRS AND MAINTENANCE	\$153,900.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: KI

Phone: 678-616-4517



Hall County Government
FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

Date: 04/25/2024

To: Richard Higgins, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached bid/contract award documents for:

Bid/Contract No: 43-007-2

Bid/Contract Name: Demand Services for On-Call Electrical Contractors

Department(s) Requesting Contract: Facilities Management

Award Recipient Name: DeHart and Hill Electric, Inc. and Capital City Electrical Services, LLC

Contract Description:

Annual Contract New Renewal

Prior Year's Spend: \$123,120

Price Increase Requested Increase Percentage: 0%

Project/Service Contract Estimated Amount: \$153,900

Product Contract Estimated Amount: \$0

Comments: Year three (3) of a possible five (5) year contract.
FY25 renewal and both vendors are in good standing with the County.
There are no price increases for FY25.

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR
Taylor Samples, CPA

Contract Renewal #2

Demand Services for On-Call Electrical Contractors

March 14, 2024

Whereas, the County desires to extend the contract period for a one year period through June 30, 2025, in accordance with the terms and conditions of Bid #43-007, Demand Services On-Call Electrical Contractors, dated July 1, 2022 and

Whereas, the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the extension as stated and therefore, the above numbered contract is hereby changed as follows:

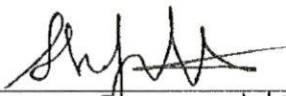
1. By extending the contract coverage for a one year period through June 30, 2025,
2. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved per the County's Purchasing Policies through the Contract Administrator prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

DeHart and Hill Electric, Inc.

HALL COUNTY, GEORGIA

By: 
 Print Name: Shawn Hill
 Title: Owner

By: _____
 Richard Higgins, Chairman
 Hall County Board of Commissioners

Date: _____

Sworn to and subscribed before me this
18th Day of March, 2024

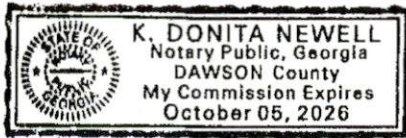
Attestment: _____
 County Clerk

Approved as to Form

Notary Public: 



Notary commission expires: 10/5/2026



Contract Renewal #2

Demand Services for On-Call Electrical Contractors

March 14, 2024

Whereas, the County desires to extend the contract period for a one year period through June 30, 2025, in accordance with the terms and conditions of Bid #43-007, Demand Services On-Call Electrical Contractors, dated July 1, 2022 and

Whereas, the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the extension as stated and therefore, the above numbered contract is hereby changed as follows:

1. By extending the contract coverage for a one year period through June 30, 2025,
2. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved per the County's Purchasing Policies through the Contract Administrator prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

Capital City Electrical Services, LLC.

HALL COUNTY, GEORGIA

By: *Charlie Brooks*
 Print Name: Charlie Brooks
 Title: President

By: _____
 Richard Higgins, Chairman
 Hall County Board of Commissioners

Date: _____

Sworn to and subscribed before me this
19 Day of March, 2024

Attestment: _____
 County Clerk

Approved as to Form

Notary Public: *Jennifer S. Eason*
 Notary commission expires: 4/3/25



**RFQ #43-001 DEMAND SERVICES FOR
ON-CALL ELECTRICAL CONTRACTORS**

CAPITAL CITY ELECTRICAL SERVICES	DEHART AND HILL ELECTRIC
NORCROSS, GA	CUMMING, GA



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (05/20/24)

REPORT TO: Voting Meeting (05/23/24)

ITEM NO: 241/2024

SUBJECT: Approve the renewal of the annual contract for IFB #006-44 Office Supplies for various County departments to Perimeter Office Products of Lawrenceville, GA and Advanced Office Solutions of Gainesville, GA. The estimated annual cost is \$161,818.00.

Meetings:

Work Session Date: 05/20/24

Voting Meeting Date: 05/23/24

Executive Summary:

Presenter: TS
Recommendation: Approve.

Purpose of Request: Approve the renewal of the annual contract for IFB #006-44 Office Supplies for various County departments to Perimeter Office Products of Lawrenceville, GA and Advanced Office Solutions of Gainesville, GA. The estimated annual cost is \$161,818.00.

History: Both vendors are in good standing with the County.

Facts and Issues: This is year two (2) of a possible three (3) year contract.

Options:

Funding Requested	\$ 161,818.00
Are funds within current budget?	Yes
Source of Funds	Various
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Buyer	Submit	Purchasing	Budget
-------	--------	------------	--------

Buyer	Submit	Purchasing	Budget
JD	JD	AP	EW
Finance	Attorney	Administration	Clerk
TS	WLI	CR	JR

Attachments:

Financial Supplement
Contract



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 241/2024

Funds Requested: \$ 161,818.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Various

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	TBD	TBD	531100-GENERAL SUPPLIES AND MATERIALS	\$161,818.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: TS

Phone: 770-531-3900



Hall County Government

FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

Date: 04/25/2024

To: Richard Higgins, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached bid/contract award documents for:

Bid/Contract No: 006-44-1

Bid/Contract Name: Office Supplies Annual Contract

Department(s) Requesting Contract: Multiple

Award Recipient Name: Perimeter Office Products and Advanced Office Solutions

Contract Description:

Annual Contract New Renewal

Prior Year's Spend: \$129,454

Price Increase Requested Increase Percentage: 9%

Project/Service Contract Estimated Amount: \$0

Product Contract Estimated Amount: \$161,818

Comments: Year two (2) of a possible three (3) year contract. Renewal for FY25. Perimeter Office Products and Advanced Office Solutions are both vendors in good standing with the County. Advanced Office Solutions requested a 9% price increase on one item, which is copy paper. Although it is a nine percent (9%) increase to \$39.85, it is still a much better price when compared to a similar item from Staples at \$60.42.

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR
Taylor Samples, CPA

Contract Renewal #1

Office Supplies Annual Contract

March 14, 2024

Whereas, the County desires to Renew the Contract period for a one year period through June 30, 2025, in accordance with the terms and conditions of Bid #006-44, Office Supplies Annual Contract for dated May 9, 2023; and

Whereas, the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the Renewal as stated and therefore, the above numbered contract is hereby changed as follows:

1. By extending the Contract Term through June 30, 2025.
2. Allow for price adjustments as agreed to and recorded in Attachment A,
3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved in writing prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

Therefore, With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

Perimeter Office Products

HALL COUNTY, GEORGIA

By: *James Guilan*
 Print Name: James Guilan
 Title: President

By: _____
 Richard Higgins, Chairman
 Board of Commissioners

Date: _____

Sworn to and subscribed before me this
21 Day of March, 2024

Attestment: _____
 County Clerk

Approved as to Form

Notary Public: *Beth Knyff*
 Notary commission expires: 3/10/25



Contract Renewal #1

Office Supplies Annual Contract

March 14, 2024

Whereas, the County desires to Renew the Contract period for a one year period through June 30, 2025, in accordance with the terms and conditions of Bid #006-44, Office Supplies Annual Contract for dated May 8, 2023; and

Whereas, the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the Renewal as stated and therefore, the above numbered contract is hereby changed as follows:

1. By extending the Contract Term through June 30, 2025.
2. Allow for price adjustments as agreed to and recorded in Attachment A,
3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved in writing prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

Therefore, With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

Advanced Office Solutions

HALL COUNTY, GEORGIA

By: Billy Perry
 Print Name: Billy Perry
 Title: Chairman

By: _____
 Richard Higgins, Chairman
 Board of Commissioners

Date: _____

Sworn to and subscribed before me this

Attestment: _____
 County Clerk

26th Day of March, 2024

Approved as to Form

Notary Public: Angela Hayes

[Signature]

Notary commission expires: Sept 03, 2026



IFB #: 006-44

Advanced Office Solutions

OFFICE SUPPLIES ANNUAL CONTRACT

Gainesville, GA

No.	Item Description	UOM	Unit Price	FY25 Price Increase
SAMPLE PRODUCT PRICING				
1	Binder Clips, 1-1/4" Wide, 5/8" Capacity, 12/BX, 144/CS	CS	\$6.60	
2	Binder Clips, 3/4" Wide, 3/8" Capacity, 12/BX, 144/CS	CS	\$17.16	
3	File Pocket, Smead, Expanding, Legal, 3-1/2" Expansion, Straight Cut Tab, Redrope, 25/BX	BX	\$36.98	
4	Folder, File, Manila, Legal Size, 3-Tab, 100/BX	BX	\$12.28	
5	Folder, Hanging, Standard Green, Legal Size, 5-Tab, 25/BX	BX	\$9.64	
6	Labels, Avery, White Laser Address with Easy Peel, 1-1/3"x4" 1,400/BX	BX	\$24.00	
7	Paper Clips, #1 Size, Non-Skid, 100/BX, 1,000/PK	PK	\$2.73	
8	Pen, Paper Mate, Stick, Med Point, Black, DZ	DZ	\$0.84	
9	Pen, Pilot P-700 Precise Gell Roller, 0.7 mm Fine Point, Red, DZ	DZ	\$11.64	
10	Pen, Pilot Precise V5 Premium Rollerball, Extra Fine Point, Blue, DZ	DZ	\$12.17	
11	Copier/Printer Paper, 20#, White, 92 Brightness, 8.5"x11", 5,000 Sheets/Case	CS	\$36.45	\$ 39.85
12	Post-It, 1-1/2"x2", Canary Yellow Notes, 12 Pads/PK	PK	\$4.35	
13	Post-It, 3"x3" Canary Yellow, Pop-Up Notes, 12 Pads/PK	PK	\$11.08	
14	Staples, Swingline, Standard, 1/4", 5,000/BX	BX	\$0.89	
15	Tape, 3M Scotch, Dispenser Refill, 3/4" x 1,000", 10/PK	PK	\$17.80	
		TOTAL	\$204.61	
DISCOUNT PROPOSAL				
1	State percentage of discount off Master Catalog retail price.	%		72%
2	State additional percentage of discount offered quarterly	%		N.A
3	State any additional price allowances, concessions, or volume-based rebates offered			2% annual volume rebate if annual sales exceed \$100,000
4	State shipment time to Hall County user department after receipt of order.	Days		\$1.00

9%



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (05/20/24)

REPORT TO: Voting Meeting (05/23/24)

ITEM NO: 233/2024

SUBJECT: Approve the renewal of the annual contract for IFB #023-42 Waste-Refuse Collection Services for various County departments to Waste Pro of GA, Inc. of Athens, GA. The estimated annual cost is \$183,206.00.

Meetings:

Work Session Date: 05/20/24

Voting Meeting Date: 05/23/24

Executive Summary:

Presenter: TS
Recommendation: Approve.

Purpose of Request:
 Approve the renewal of the annual contract for IFB #023-42 Waste-Refuse Collection Services for various County departments to Waste Pro of GA, Inc. of Athens, GA. The estimated annual cost is \$183,206.00.

History:
 Waste Pro of GA, Inc. is a vendor in good standing with the County and no price increases were requested for FY 2025.

Facts and Issues:
 This is year three (3) of a three (3) year contract.

Options:

Funding Requested	\$ 183,206.00
Are funds within current budget?	Yes
Source of Funds	Various
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Buyer	Submit	Purchasing	Budget
JD	JD	AP	EW

Buyer	Submit	Purchasing	Budget
Finance	Attorney	Administration	Clerk
TS	WLI	CR	JR

Attachments:

Financial Supplement
Contract



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 233/2024

Funds Requested: \$ 183,206.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Various

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	TBD	TBD	521000- PROFESSIONAL SERVICES	\$183,206.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: TS

Phone: 770-531-3900



Hall County Government
FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

Date: 04/24/2024

To: Richard Higgins, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached bid/contract award documents for:

Bid/Contract No: 023-42-2

Bid/Contract Name: Waste- Refuse Collection Services Annual Contract

Department(s) Requesting Contract: Multiple

Award Recipient Name: Waste Pro of GA, Inc.

Contract Description:

Annual Contract New Renewal

Prior Year's Spend: \$160,292

Price Increase Requested Increase Percentage: 0%

Project/Service Contract Estimated Amount: \$183,206

Product Contract Estimated Amount: \$0

Comments: Year three (3) of a possible three (3) year contract.
Contract renewal for FY25. Waste Pro of GA, Inc. is a vendor in good standing with the County and no price increases were requested for FY25.

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR
Taylor Samples, CPA

Contract Renewal #2

Waste – Refuse Collection Services Annual Contract

April 1, 2024

Whereas, the County desires to Renew the Contract period for a one year period through June 30, 2025, in accordance with the terms and conditions of Bid #023-42, Waste – Refuse Collection Services Annual Contract dated August 27, 2021; and

Whereas, the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the Renewal as stated and therefore, the above numbered contract is hereby changed as follows:

1. By extending the Contract Term through June 30, 2025.
2. Allow for price adjustments as agreed to and recorded in Attachment A,
3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved in writing prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

Therefore, With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

Waste Pro of GA, Inc.

HALL COUNTY, GEORGIA

By: Michael Viers
Print Name: Michael Viers
Title: Division Manager

By: _____
Richard Higgins, Chairman
Board of Commissioners

Date: _____

Sworn to and subscribed before me this

Attestment: _____

1 Day of April, 2024

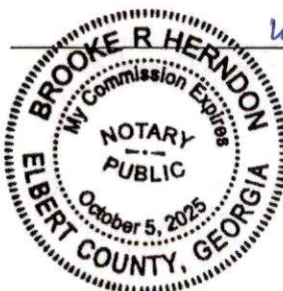
County Clerk

Approved as to Form

Notary Public: Brooke R Herndon

W.H. Higgins

Notary commission expires: 10-5-25





AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (05/20/24)

REPORT TO: Voting Meeting (05/23/24)

ITEM NO: 234/2024

SUBJECT: Approve the renewal of the annual contract for IFB #012-44 Vehicle Fuels Delivery for various County departments to Mansfield Oil Company of Gainesville, Inc. of Gainesville, GA. The estimated annual cost is \$187,710.00.

Meetings:

Work Session Date: 05/20/24

Voting Meeting Date: 05/23/24

Executive Summary:

Presenter: TS

Recommendation:
Approve.

Purpose of Request:

Approve the renewal of the annual contract for IFB #012-44 Vehicle Fuels Delivery for various County departments to Mansfield Oil Company of Gainesville, Inc. of Gainesville, GA. The estimated annual cost is \$187,710.00.

History:

Mansfield Oil Company provides diesel and gasoline fuel to Fire Rescue, the Landfill and Resource Recovery. They are a vendor in good standing with the County.

Facts and Issues:

Mansfield Oil Company of Gainesville, Inc. has requested to add a pump fee which is assessed at \$80 per delivery to the Landfill two (2) above ground storage sites. There are no other price increases requested for FY25 other than this pump fee.

Options:

This is year two (2) of a possible three (3) year contract.

Funding Requested

\$ 187,710.00

Are funds within current budget?

Yes

Source of Funds

Solid Waste/Fire Services

Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?

Yes

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item?

Approvals:

Buyer	Submit	Purchasing	Budget
JD	JD	AP	EW
Finance	Attorney	Administration	Clerk
TS	WLI	CR	JR

Attachments:

Financial Supplement

Contract

Attachment A - Pump Fee Request - Mansfield Oil



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 234/2024

Funds Requested: \$ 187,710.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Solid Waste/Fire Services

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	540-SOLID WASTE FUND	4530-LANDFILL	531270-FUEL	\$50,000.00
2025	540-SOLID WASTE FUND	4520-SOLID WASTE/DISPOSAL	531270-FUEL	\$87,710.00
2025	270-FIRE SERVICES FUND	3520-FIRE RESCUE	531270-FUEL	\$50,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: TS

Phone:

770-531-3900



Hall County Government
FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

Date: 04/24/2024

To: Richard Higgins, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached bid/contract award documents for:

Bid/Contract No: 012-44-1

Bid/Contract Name: Vehicle Fuels Deliver Annual Contract

Department(s) Requesting Contract: Fire Rescue and Landfill

Award Recipient Name: Mansfield Oil Company of Gainesville, Inc.

Contract Description:

Annual Contract New Renewal

Prior Year's Spend: \$150,168

Price Increase Requested Increase Percentage: See next page

Project/Service Contract Estimated Amount: \$187,710

Product Contract Estimated Amount: \$0

Comments: Year two (2) of a possible three (3) year contract. Contract renewal for FY25. Mansfield Oil Company of Gainesville, Inc. is a vendor in good standing with the County. Mansfield is requesting to add a pump fee for the two aboveground storage tanks at the Landfill. This has been assessed at \$80 per delivery. This information has been relayed to Nathan Smith at the Landfill and is in agreement with the fees.

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR
Taylor Samples, CPA

Contract Renewal #1

Vehicle Fuels Delivery Annual Contract

March 14, 2024

Whereas, the County desires to Renew the Contract period for a one year period through June 30, 2025, in accordance with the terms and conditions of Bid #012-44, Vehicle Fuels Delivery Annual Contract for dated June 21, 2023: and

Whereas, the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the Renewal as stated and therefore, the above numbered contract is hereby changed as follows:

1. By extending the Contract Term through June 30, 2025,
2. Allow for price adjustments as agreed to and recorded in Attachment A,
3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved in writing prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

Therefore, With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

Mansfield Oil Company of Gainesville, Inc.

HALL COUNTY, GEORGIA

By: [Signature]

By: _____

Print Name: David Zaroff

Richard Higgins, Chairman

Title: Director of Finance

Board of Commissioners

Date: _____

Sworn to and subscribed before me this

Attestment: _____

County Clerk

28 Day of March, 2024

Approved as to Form

Notary Public: Samuel W. Evans

[Signature]

Notary commission expires: July 27, 2026

IFB #012-44, VEHICLE FUELS DELIVERY

ANNUAL CONTRACT

Mansfield Oil

Gainesville, GA

ITEM NO.	ITEM DESCRIPTION	UOM	
1	REGULAR UNLEADED GASOLINE, MARK-UP OVER OPIS PRICE	GAL	\$0.0909
2	LOW SULFUR DIESEL FUEL, MARK-UP OVER OPIS PRICE	GAL	\$0.1257
3	PUMP FEE	per delivery	\$80



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (05/20/24)

REPORT TO: Voting Meeting (05/23/24)

ITEM NO: 232/2024

SUBJECT: Approve the renewal of the annual contract for IFB #009-43 Prescription and Over-the-Counter (OTC) Sundry Drugs for the Jail and Correctional Institution to Riverside Pharmacy, Inc. of Gainesville, GA. The estimated annual cost is \$200,865.00.

Meetings:

Work Session Date: 05/20/24

Voting Meeting Date: 05/23/24

Executive Summary:

Presenter: WD

Recommendation:
Approve.

Purpose of Request:

Approve the renewal of the annual contract for IFB #009-43 Prescription and Over-the-Counter (OTC) Sundry Drugs for the Jail and Correctional Institution to Riverside Pharmacy, Inc. of Gainesville, GA. The estimated annual cost is \$200,865.00.

History:

This is year three (3) of a three (3) year contract. Riverside Pharmacy has been an excellent vendor for many years and is in good standing with the Jail and the Correctional Institution.

Facts and Issues:

This is year three (3) of a three (3) year contract. No price increases were requested for FY 2025.

Options:

Funding Requested

\$ 200,865.00

Are funds within current budget?

Yes

Source of Funds

General Funds

Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?

Yes

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item?

Approvals:

Buyer	Submit	Purchasing	Budget
JD	WD	AY	EW
Finance	Attorney	Administration	Clerk
TS	WLI	CR	JR

Attachments:

Financial Supplement
Contract



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 232/2024

Funds Requested: \$ 200,865.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

General Funds

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	100-GENERAL FUND	3420-CORRECTIONAL INSTITUTE	521208-MEDICAL SERVICES	\$20,000.00
2025	100-GENERAL FUND	3326-SHERIFF&JAIL	521208-MEDICAL SERVICES	\$200,865.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: WD

Phone:

678-989-8540



Hall County Government
FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

Date: 04/24/2024

To: Richard Higgins, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached bid/contract award documents for:

Bid/Contract No: 009-43-2

Bid/Contract Name: Prescription and OTC Sundry Drugs Annual Contract

Department(s) Requesting Contract: Jail & Correctional Institute

Award Recipient Name: Riverside Pharmacy, Inc.

Contract Description:

Annual Contract New Renewal

Prior Year's Spend: \$160,692

Price Increase Requested Increase Percentage: 0%

Project/Service Contract Estimated Amount: \$0

Product Contract Estimated Amount: \$200,865

Comments: Year three (3) of a possible three (3) year contract.
Contract renewal for FY25. Riverside Pharmacy, Inc. is a vendor in good standing with the County and no price increases were requested for FY25.

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR
Taylor Samples, CPA

Contract Renewal #2

Prescription & OTC Sundry Drugs Annual Contract

March 14, 2024

Whereas, the County desires to Renew the Contract period for a one year period through June 30, 2025, in accordance with the terms and conditions of Bid #009-43, Prescription & OCT Sunday Drugs Annual Contract for dated June 23, 2022; and

Whereas, the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the Renewal as stated and therefore, the above numbered contract is hereby changed as follows:


1. By extending the Contract Term through June 30, 2025,
2. Allow for price adjustments as agreed to and recorded in Attachment A,
3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved in writing prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

Therefore, With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

Riverside Pharmacy, Inc.

HALL COUNTY, GEORGIA

By: 
 Print Name: Sethie Barber
 Title: CEO

By: _____
 Richard Higgins, Chairman
 Board of Commissioners

Date: _____

Sworn to and subscribed before me this
15th Day of March, 2024

Attestment: _____
 County Clerk

Approved as to Form

Notary Public: Wanda C. Allison



Notary commission expires: 10-16-2024



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (05/20/24)

REPORT TO: Voting Meeting (05/23/24)

ITEM NO: 271/2024

SUBJECT: Approve the award of IFB #002-45 Disposable EMS Supply for Fire Rescue to Bound Tree Medical, LLC of Dublin, OH. The estimated annual cost is \$385,000.00.

Meetings:

Work Session Date: 05/20/24

Voting Meeting Date: 05/23/24

Executive Summary:

Presenter: JS
Recommendation: Approve.

Purpose of Request:
 Approve the award of IFB #002-45 Disposable EMS Supply for Fire Rescue to Bound Tree Medical, LLC of Dublin, OH. The estimated annual cost is \$385,000.00.

History:
 Bound Tree, LLC was the previous contract holder and is a vendor in good standing with the County. They have provided excellent service over the years and they also have provided the lowest cost as a whole.

Facts and Issues:
 This is year one (1) of a possible five (5) year contract

Options:

Funding Requested	\$ 385,000.00
Are funds within current budget?	Yes
Source of Funds	Emergency Services
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Buyer	submit	approve	Purchasing
JD	JS	JS	AP

Budget	Finance	Attorney	Administration
EW	TS	WLI	CR
Clerk			
JR			

Attachments:

Financial Supplement

Contract - Bound Tree

Bid Tabulation - Disposable Bid Tabulation



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 271/2024

Funds Requested: \$ 385,000.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Emergency Services

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	271-EMERGENCY SERVICES FUND	3630-EMS	531100-GENERAL SUPPLIES AND MATERIALS	\$385,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: JS

Phone: 404-597-0084



Hall County Government

FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

Date: 04/25/2024

To: Richard Higgins, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached bid/contract award documents for:

Bid/Contract No: 002-45

Bid/Contract Name: Disposable EMS Supplies Annual Contract

Department(s) Requesting Contract: Fire Rescue

Award Recipient Name: Bound Tree Medical, LLC

Contract Description:

Annual Contract New Renewal

Prior Year's Spend: \$302,424

Price Increase Requested Increase Percentage: 0%

Project/Service Contract Estimated Amount: \$0

Product Contract Estimated Amount: \$385,000

Comments: Year one (1) of a possible five (5) year contract. Fire Rescue has requested that this bid be awarded to Bound Tree Medical, LLC as they have been the previous contract holder for many years. Bound Tree has provided excellent service over the years and overall, their proposal has the lowest pricing. There were four (4) companies that bid on this solicitation and two (2) submitted a no bid response.

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR
Taylor Samples, CPA



Hall County Government

FINANCIAL SERVICES

EXHIBIT B - CONTRACT FOR SERVICES

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT # 002-45

For the provision of

Disposable EMS Supplies Annual Contract

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

ARTICLE #101 - INTRODUCTION

This Contract for Disposable EMS Supplies (hereinafter "Services") as entered into on 7/1/2024, is by and between; Hall County, Georgia, (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Bound Tree Medical LLC, located at 5000 Tuttle Crossing Blvd., Dublin, OH 43016 (Hereinafter "Contractor"). Contractor is an entity that is legally registered and qualified, and holding any such licenses and certifications as may be required to render Services to do business in the State of Georgia. County and Contractor are known individually as a "Party" and collectively as the "Parties".

Whereas, the Parties do mutually desire to enter into this Contract to document the provision of Services or other good and valuable consideration by the Contractor to the County in exchange for payment as compensation, and

Whereas, this contract will become legally binding and executed upon signature by both parties, and

Whereas, any Exhibits, Attachments, and references are all incorporated herein by reference,

NOW, THEREFORE and in consideration of the terms, conditions, mutual promises, covenants and agreements made as expressed and contained herein, or attached and incorporated and made a part hereof, and other good and valuable consideration, expressed by a valid offer and acceptance, the receipt and sufficiency of which the parties hereby acknowledge, the Parties hereto agree as follows:

ARTICLE #102 – CONTRACT

- A. Contractor agrees to provide the Services to the County as detailed as the **Scope of Work**.
- B. County hereby agrees as good and valuable compensation as provided in EXHIBIT C- MANDATORY PRICING, as incorporated herein

by reference, (including Performance & Payment Bonds and all permits if required) shown below: **N/A**

- C. **Price Escalation Clause.** - Contractor may request up to a three-percent (3%) price increase at time of contract renewal. Price increases are not guaranteed.

ARTICLE #103 - NOTICES:

To the extent that either party to this Contract are required to provide notice(s) to the other party in compliance herewith, then the party shall direct notice(s) to the following persons:

COUNTY PROJECT MANAGER

Bradley Martin
Division Chief – Support Services
Fire Rescue Warehouse
3144 Gillsville Hwy.
Gainesville, GA 30507
Email: bmartin@hallcounty.org
Ph: (678)343-0636

COUNTY ISSUING OFFICER

Julie Dorough
Buyer
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
jdorough@hallcounty.org
Ph: (770) 535-8270

CONTRACTOR'S CONTACT INFO

Name Christopher Fyffe
Title Manager, Bids and Contract
Address 1 5000 Tuttle Crossing Blvd.
Address 2
City, State, Zip Dublin, OH 43016
Ph: 800.533.0523
Email: submitbids@boundtree.com

REMIT-TO ADDRESS (if different).

Bound Tree Medical, LLC.
Account Receivable
23537 Network Place

Chicago, IL 60673
800.533.0523

ARTICLE #104 – NON-EXCLUSIVE RIGHTS:

The Contract is not exclusive. The County reserves the right to select other Contractors to provide the Services similar to those described in this Contract, during the term of the Contract should the need arise or the contractor fail to perform.

ARTICLE #105 – CONTRACT TERM:

For multi-year contracts the term will be for one (1) initial year followed by four (4) one-year renewal options. Renewals are not automatically renewed nor guaranteed.

For construction, renovations and modernization projects, until substantial and final completion of Services according to agreed time-schedule of N/A and after all sub-contractor(s) and material suppliers' liens are satisfied.

ARTICLE #106 - CONTRACT AMENDMENTS AND MODIFICATION:

This Contract can only be modified, amended, or added to in writing and fully executed by both parties hereto. This Contract document constitutes the sole and entire Contract and understanding between the parties as to the subject matter hereof, and no verbal promises have been made by either party in relation hereto.

ARTICLE # 107 – REMEDIES AND CONTRACT PERFORMANCE:

In the event that either party to this Contract breaches this Contract, including by failure to meet the timetables set forth herein, the non-breaching party shall provide written notice to the breaching party which describes the breach of this Contract. The party whose breach is alleged shall have thirty (30) days from the date of receipt of the written notice to cure the breach or to otherwise negotiate a resolution of the breach.

If the breach has not been cured and the parties hereto have not resolved the issue described in the notice letter by thirty (30) days after receipt of the notice letter, the party authoring the letter shall be entitled to seek any and all remedies allowed by Georgia law, including damages, equitable relief, declaratory relief, specific performance, and/or seeking relief as to any bonds issued hereon. Additional provisions are;

- A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the control of and without the fault or negligence of the Contractor. If the Services to be provided to the County are interrupted by a Force Majeure Event, as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due to the Contractor under this Contract. If delay results from a subcontractor's negligent conduct or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract. Epidemics and pandemics are not considered Force Majeure events by the County.

Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, acts of war, civil unrest, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of Force Majeure.

Definition: The term ‘force majeure’ as defined in Black’s Law Dictionary, is ‘an event or effect that can be neither anticipated nor controlled. It is a contractual provision allocating the risk of loss if performance becomes impossible or impracticable, especially as a result of an event that the parties could not have anticipated or controlled.’”

- B. Obligations beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Contract.
- C. Transition Cooperation with the County and Cooperation with other Contractors.** Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and reasonable cooperation and assistance to the County to ensure an orderly and efficient transition to the County or an alternative Contractor. Further, in the event that the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with such other Contractors. Contractor shall not engage in any act that will interfere with the performance of work by any other Contractor(s).

ARTICLE # 108 - TERMINATION:

The County may terminate this Contract by providing sixty (60) days written notice to the other party at any time. Should either party terminate this Contract prior to the date of automatic termination, Contractor shall provide the County with all deliverables up to the date of termination thirty (30) days after the Notice to Terminate is issued. The County shall pay the Contractor for all work properly performed in compliance with the terms of the Contract up to the date of termination.

- A. Termination for Convenience.** Following sixty (60) days written notice, either party may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.
- B. Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
 - 1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County’s satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.
 - 2. The County determines that contractor’s satisfactory performance of the Contract substantially endangered or that default is likely to occur.

3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
5. The Contractor has failed to comply with applicable federal, state and local laws, rules, County ordinances, regulations and orders when performing within the scope of the Contract.
6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with ARTICLE #108.C. below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.

C. Notice of Default. If either party causes one or more of the default events set out in ARTICLE #108, then either party shall issue a written Notice-of-Default to the party that causes one or more of the default events, requesting that the breach or noncompliance be remedied within the period of time specified in the party's Notice-of-Default to the Contractor. If the breach or noncompliance is not remedied within the period specified in the written notice, the non-breaching party may:

1. Immediately terminate the Contract for default without additional written notice.
2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

D. Termination Due to Non-Availability of Funds.

This Contract will terminate immediately and absolutely if the County determines that adequate funds are de-appropriated such that the County cannot fulfill its obligations under the Contract, such determination being at the County's sole discretion and conclusive. County agrees to provide prompt written notice to Contractor in the event of any de-appropriation.

E. Termination due to Failure of Contractor to Act.

The County may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:

1. In the event that the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees or sub-Contractors have caused, or reasonably could cause, life, health or safety to be jeopardized.
3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal activity, incorrect or incomplete.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the Performance and Payment Bonds (if required) as and when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in ARTICLE #123 - PERFORMANCE AND PAYMENT BOND REQUIREMENT.

F. Payment Limitation in Event of Termination. In the event of termination of the Contract for any reason by either party, the County shall pay only those amounts, if any, due and owing to the Contractor for Services actually received and accepted by the County up to and including the date of termination of the Contract and for which the County is obligated to pay pursuant to the Contract.

G. The Contractor's Termination Duties. Upon receipt of notice of termination, the Contractor shall:

1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
2. Immediately cease using and return to the County, any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.

4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and
5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

H. Liquidated Damages. N/A

ARTICLE # 109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY:

The parties agree that the County shall not be responsible for defending or indemnifying any Contractor from any claim brought by any third party against the Contractor.

ARTICLE #110 - ASSIGNMENT AND DELEGATION BY CONTRACTOR:

The Contractor shall not assign or delegate this Contract, or any performance required by it, in whole or in part, without the prior express written consent of the County.

ARTICLE #111 – USE OF THIRD PARTIES (SUB-CONTRACTORS):

This Contract is for the benefit of the parties hereto only and is not intended to benefit any third-party or give rise to any duty or causes of action for any third party. All restrictions, obligations and responsibilities of the Contractor under the Contract shall also apply to third parties such as sub-Contractors, if allowed in writing by the County. Any Contract with a subcontractor must also preserve the rights of the County.

ARTICLE #112 – SUPERSEDES FORMER CONTRACTS

Unless otherwise specified in the Contract, this Contract supersedes all prior Contracts or Agreements between the County and the Contractor for the Services provided in connection with the Contract.

ARTICLE #113 - SEVERABILITY:

If any paragraph, sub-paragraph, sentence, clause, phrase, or portion of this Contract is declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this Contract 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 remaining portions of this Contract not so held to be invalid or the application of this Contract to other circumstances not so held to be invalid.

ARTICLE # 114 - RECORDS:

- A. **Public Records Request.** The Georgia Open Records Act, as provided in O.C.G.A. § 50-18-70 et seq, requires procurement records and all other records received by or prepared or maintained on behalf of the County, shall be made open to public inspection, unless otherwise provided by law.
- B. **Record Retention and Access.** The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the County throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

ARTICLE # 115 - ADDITIONAL TERMS:

- A. The County shall not be bound by any terms and conditions included in any Contractor's literature, packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level agreement or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.
- B. The County shall not be bound to any Terms and Conditions of the Contractor that are only accessible by hyper-link. All Terms and Conditions must be in print and approved by the County.

ARTICLE # 116 - WAIVER:

The failure of any party hereto to seek a remedy for any alleged breach of this Contract shall not constitute a waiver of any claim, cause of action, or remedy allowed by Georgia law for breach thereof.

ARTICLE # 117 - CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS:

- A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment (chemical, material, etc., if applicable) considered by the County to be hazardous (or toxic) to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes as quickly as possible. In the event of such replacement, Contractor shall notify County of any resulting replacement, (ii) introduce the individual serving as the replacement to County, and (iii) provide County with a résumé and any other information regarding the individual that may be reasonably requested by County.

- B. The County has the right to require the Contractor to reassign or remove any employee or subcontractor's employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is not suitable. The County's decision on this matter shall be final, and Contractor will remove this employee immediately and replace with a person of at least equivalent training, experience and requisite qualifications as quickly as possible, subject to the County's prior approval.
- C. Contractor agrees to obtain prior written approval from the County for the use of sub-Contractors to provide the Services described in *SCOPE OF WORK* prior to subcontractor's performance of work.

ARTICLE # 118-- INSURANCE REQUIREMENTS:

Workers Compensation Insurance: Required for all contracts.

- a. \$500,000 Bodily Injury by Accident Each Accident
- b. \$500,000 Bodily Injury by Disease Each Disease
- c. \$500,000 Bodily Injury by Disease Each Employee

Additional Provisions: Waiver of Subrogation. The insurer agrees to waive all rights of subrogation against Hall County Board of Commissioners (BOC), its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for Hall County BOC; but this provision applies regardless of whether or not Hall County BOC has received a waiver of subrogation from the insurer.

General Liability Insurance: Required for all contracts.

- a. \$2,000,000 General Aggregate
- b. \$2,000,000 Products & Completed Operations Aggregate
- c. \$1,000,000 Each Occurrence
- d. \$1,000,000 Personal & Advertising Injury
- e. \$500,000 Damages to Premises / Fire / Legal
- f. \$5,000 Medical Payments

Commercial Auto Liability Insurance: Required for all contracts, except for Goods and/or Services that are remote in nature and/or are delivered by a professional delivery service.

- a. \$1,000,000 Combined Single Limit OR
- b. \$500,000 per Person
- c. \$500,000 per Occurrence
- d. \$100,000 Property Damage
- e. \$1,000 for Medical Payments (no fault coverage)

Additional Provisions:

- a. Uninsured motorists' coverage should be equal to the per occurrence limit except for contracts with other governmental entities
- b. Coverage shall be included for any owned, leased, hired, or non-owned autos

- c. For any contracts involving the transportation of hazardous materials, limited pollution endorsement ISO form CA9948 or its equivalent shall be on the policy

Umbrella Liability Insurance: Required for all contracts

- a. \$1,000,000 per Occurrence

Additional Provisions:

- a. Underlying coverage shall be General Liability, Automobile Liability, and Employers Liability (Workers Compensation)
- b. Minimum limit of \$5,000,000 per occurrence for all contracts over \$1,000,000 or involving any special risks or high hazard activities
- c. Minimum limit of \$5,000,000 for automobile coverage for any transportation contracts involving seniors, special education, transit services, students, or youths.
- d. Concurrent policy dates with primary liability policies except for workers compensation
- e. For projects over \$5,000,000 in value, Hall County BOC should obtain Builders Risk
- f. Coverage on a direct basis to ensure coverage consistency and additional protections are made for Hall County BOC.

ARTICLE # 119 – NO WAIVER:

- A. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its terms. The representatives of the parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto.”
- B. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
- C. **Vehicles and Equipment.** With the exception of any specified County Owned Equipment and Vehicles listed herein, Contractor warrants that no Contractor employees, sub-contractors or others will use County owned vehicles or equipment in the performance of this Contract without express written consent. Contractor shall be responsible for providing all transportation necessary to deliver Services under the Contract.

ARTICLE # 120 – INTELLECTUAL PROPERTY RIGHTS and OWNERSHIP:

Contractor agrees it will not use the name or any intellectual property, including but not limited to, County trademarks or logos in any manner, including commercial

advertising or as a business reference, without the expressed prior written consent of the County.

ARTICLE # 121 - COMPENSATION:

- A. The County will pay the Contractor for the Services provided pursuant to this Contract and in accordance with the prices quoted and conditions set forth herein. Payments will be made monthly in arrears to the Contractor after acceptance of the Contractor's delivered Services by the County, and after receipt of undisputed invoice to the County.
- B. Prices quoted shall be firm and fixed throughout the term of this Contract, unless otherwise Amended or Modified by mutual agreement.
- C. Cost may be prorated for Services added or removed under this Contract to align cost with the remaining term of Contract.
- D. It is understood that this bid or proposal is made without collusion or fraud. Contractor understands and acknowledges that collusive bidding is a violation of state and federal law and may result in the cancellation of the Contract.

ARTICLE # 122 - COUNTY PAYMENT TO CONTRACTOR:

- A. The County will issue a Notice to Proceed (NTP) to the Contractor, and Purchase Order(s) (herein after 'PO'). The terms of this Contract shall be incorporated by reference into any and all PO(s) issued prior to the expiration or termination of this Contract. The County will issue the PO by electronic mail (e-mail) to the Contractor's representative in *ARTICLE #103 - NOTICES*. A PO is considered "issued" when the e-mail containing the PO is sent by the County to the Contractor.

The Contractor shall not deliver any Services, equipment, devices, or components thereof until authorized in writing by the County through issuance of a PO, which shall provide a commencement Notice to Proceed date. Any work, including but not limited to travel, preliminary meetings, planning, etc., performed outside of the terms and conditions of and before the issuance of the PO will not be considered for payment. Verbal communications from the County to the Contractor shall not authorize Contractor to begin work or ship any product. The County shall only be liable for payment for goods or services strictly authorized by a PO.

The Scope of Services shall remain in effect from the Notice to Proceed to completion of the project. The Parties agree that the County will not pay or otherwise compensate the Contractor for any Services, materials, equipment,

devices or components thereof outside of the Scope of Work and/or beyond the term of this Contract, unless specifically authorized in writing as evidenced by an amendment (see *ARTICLE #106 - CONTRACT AMENDMENTS & MODIFICATION*), a time extension letter, or as otherwise authorized by the County.

B. Invoice/Payment.

1. Contractor shall invoice the County via email each month solely to accountspayable@hallcounty.org and only after the County inspects and accepts the Services provided. Receipt of the Services does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in *ARTICLE #102*.
2. Each invoice shall include the Contractor's current "Remit to" address; a description of the Services provided; the invoice amount; the Contract number; and the associated PO number issued. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services.
3. The County does not pay for services not yet received but only in arrears.
4. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract.

C. Unsatisfactory Performance; Delay of Payment.

1. If the County determines that the quality of the Services provided are deficient, unacceptable, or unsatisfactory, the County's Project Manager identified in *ARTICLE #103* shall issue a written notice to Contractor. Contractor agrees that upon receipt of the written notice, it shall make every effort to correct the deficiency (ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiencies, the County reserves the right to delay or deny payment pursuant to this *ARTICLE #122* or terminate the Contract (*ARTICLE #108 – TERMINATION PROVISIONS*).
2. **Delay of Payment Due to Contractor's Failure.** If the County determines that the Contractor has failed to perform or deliver any Services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such Services are delivered and accepted. In this event, the County may withhold that portion of the Contractor's compensation, which represents payment for Services that were not delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the County to incur costs, the County may deduct the amount of such incurred costs as liquidated damages from any amounts payable to Contractor. The County's authority to deduct such incurred costs shall not in any way affect the County's authority to terminate the Contract.

- D. **Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes the County any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the County may set off the sum owed by the Contractor against any sum owed to the Contractor, in the County's sole discretion.
- E. **Final Payment.** Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.
- F. The Contractor must not "Factor or Assign Payments" to another or a financial institution. The County will only pay the party to whom it is contracted with. The County will not in any circumstances pay a third-party.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS (not applicable)

The Contractor must furnish to the County both a Performance and Payment Bond, both equal to one-hundred percent (100%) of the Contract's total initial award dollar amount. The County will only issue a Notice-to-Proceed after the bonds are received. Only surety companies licensed to do business in the State of Georgia are acceptable. The Contractor is required to provide new bonds at the issuance of each Renewal Option Term(s) or Extension(s) that follow.

The Contractor must provide all required bonding instruments to the County prior to commencement of any work. The County will consider any work done prior to the receipt of bonding instruments as null-and-void and thus not eligible for compensation.

ARTICLE #124 – RETAINAGE (not applicable)

The County will retain funds to be withheld from compensation in compliance with Georgia law. Hall County may hold up to five-percent (5%) retainage throughout the entire project and will release said retainage at the point of completion and final acceptance by the County.

ARTICLE #125 – VENUE AND GOVERNING LAW

The parties agree that this Contract shall be interpreted, construed, and enforced in accordance with the laws of the State of Georgia. To the extent that either party may bring a legal suit to enforce the terms of this Contract, including suit in equity, the parties agree and consent to file any such suit in the Superior Court of Hall County, Georgia.

ARTICLE # 126 - NOTICE OF INTENT TO LITIGATE

Contractor hereby agrees not to file any civil action of disputes or claims relating to the Contract except after first giving thirty days (30) written notice to the County of the claim and the intent to initiate a civil action.

ARTICLE # 127- GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (E-Verify):

- A. By signing this Contract, the Contractor certifies that prior to and throughout the performance of all applicable work under this Contract it will remain in full compliance with all federal and state immigration laws, including but not limited to 8 U.S.C. § 1324a and the Georgia Security and Immigration Compliance Act (O.C.G.A. §13-10-90 et seq.), as amended by the Illegal Immigration Reform and Enforcement Act of 2011, regarding the verification of employment eligibility of employees under the Immigration Reform and Control Act of 1986. Contractor will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this Contract or any subcontract or sub-subcontract hereunder.
- B. Contractor further certifies its compliance with the aforementioned federal and state immigration laws set forth by signing a sworn affidavit, the Georgia Security and Immigration Compliance Act Affidavit, notarized by an Official Notary Public, and obtaining the same affidavits from any sub-contractor providing services pursuant to this Contract.

ARTICLE # 128 – ORDER OF PRECEDENCE:

In the event of any inconsistency, ambiguity, or conflict among the specific provisions of the Contract and the Contractor's Response, the order of precedence shall be as follows:

- A. First, any amendments to the Contract, including all Exhibits thereto.
- B. Second, the Contract itself, including all Exhibits thereto.
- C. Third, Attachments appended to the Contract.

ARTICLE # 129– CONTRACT EXHIBITS AND ATTACHMENTS:

The Parties mutually acknowledge that all Exhibits and Attachments listed below made a part of this Contract, as though expressly written in the IFB documents and the bidder's response, are-herein-incorporated into this contract by reference.

ARTICLE # 130 - ENTIRE CONTRACT:

This Contract, as executed and approved, shall constitute the entire agreement between the Parties and supersedes all other prior and contemporaneous statements, agreements, and understandings between the Parties. No written or oral statements, agreements, or understandings that are not set out, referenced, or specifically incorporated in this Contract shall in any way be binding or of effect between the Parties.

ARTICLE # 131– VALIDITY

If any paragraph, sub-paragraph, sentence, clause, phrase or any portion of this agreement shall be declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be constructed to affect the portions of this agreement not so held to be invalid or the application of this agreement to other circumstances not so held to be invalid. The parties hereby declare that this is the intent of the parties to this agreement is to provide for separate and divisible parts.

ARTICLE #132 – SALES TAX EXEMPTION STATUS

The County is exempt from Federal Excise Taxes and from Georgia State and Local Sales and Use Taxes on the Services. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

ARTICLE #133 – HOLD HARMLESS AGREEMENT

The successful respondent hereby agrees to indemnify, hold free and harmless, Hall County Government, County Commissioners, its agents, servants, employees, officers, directors and elected officials, or any other person(s) against any loss or expense. This includes attorney fees, because of any liability imposed by law upon the County, except in cases of the County's sole negligence, sustained by any person(s) on account of bodily injury or property damage arising out of or in the consequence of this agreement.

ARTICLE # 134 – CONTRACT TERMS AND CONDITIONS

1. All purchases must comply with The Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the Terms and Conditions herein, and The Official Code of Hall County, the latter will govern.
3. The Terms and Conditions set forth herein shall supersede and govern over all Contractor's Terms and Conditions or Service Level Agreements.
4. Hall County, Georgia, herein referred to as 'The County', retains the right to 'red-line' sections of the Supplier's Terms and Conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order (PO) and delivery of Goods or Services serves as the Supplier's full and complete acceptance of The County's Terms and Conditions.
6. The terms; supplier, vendor, bidder, offeror, Contractor, Contractor, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service

shall mean one-and-the-same, herein denoted as 'Supplier' for goods and 'Contractor' for services.

7. Furthermore, the terms; goods, materials, commodities, components, drawings, drafts, renderings, plans, physical or digital, software, SaaS, Engineering, Architectural, capital asset equipment, vehicles, heavy earth-moving or other equipment, purchased or leased, or other such deliverables are herein denoted as 'Goods' and shall mean one-and-the-same.
8. 'Services' shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning or otherwise where services are offered for consideration.
9. The County's payment terms are Net 30 days.
10. The Supplier shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
11. The Supplier shall only deliver goods and services as described on the PO and within the Scope of Work and the Supplier's Bid Response.
12. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written Purchase Order or a Change Order of such.
13. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
14. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or Specifications set forth in the Purchase Order, Contract or Agreement, unless mutually agreed in writing by both parties.
15. The County does not accept automatic contract renewals with the exception of monthly subscription services.
16. The County only pays for services rendered in arrears. The County does not pay for services not yet rendered.
17. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items (such as window coverings and blinds, or carpet, tile etc.), fabrication, decoration, or otherwise custom designed specifically for the County.
18. The County will accept backorders only if goods are out of stock and with prior written notice. Supplier's shall ship all quantities that it has in stock and hold orders for backorders.
19. The County participates in Cooperative Purchasing Agreements, State of Georgia Statewide Contracts, and other state, local, Intergovernmental Agreements, Memorandums-of-Understanding and other such Agreements.
20. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities
21. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to address exist on the PO.
22. Risk of loss of the goods shall pass to The County upon inspection and acceptance only.
23. Receipt of goods or services does not constitute acceptance.
24. Title to the goods shall remain with the Supplier until acceptance by The County.
25. The Supplier warrants that the goods are merchantable and that the Supplier has a legal right to deliver the goods and services and as described herein.
26. The County shall have the right to inspect all goods or services at the time and place of delivery.
27. Vendor agrees not to assign in full or part of the Contract to another party without the County's express written consent. Any attempted assignment or delegation shall void and make ineffectual for all purposes unless made in conformity with this paragraph.

28. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
29. This issuance of the PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 *et seq.* of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
30. All goods and services supplied pursuant to this PO shall, unless otherwise noted, must conform exactly to all of the descriptions, specifications, Exhibits and attachments contained in the Bid Solicitation upon which a PO is based and all the terms, conditions, and specifications of the Bid Solicitation are incorporated herein by reference and made a part hereof.
31. Any-and-all media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials paid in full by The County is considered County property and shall be delivered to The County upon request.
32. Invoices submitted to The County will reflect the language of the PO with the PO Number printed on each invoice submitted.
33. In the event that a PO has an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
34. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein.
35. The Supplier certifies that it and its subcontractors are not been debarred, suspended, or declared ineligible by any agency of the County, or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
36. The Supplier certifies that the Supplier is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
37. Goods are Free-On-Board (F.O.B.) destination and freight, shipping and delivery shall be prepaid and added to the invoice as a separate line item.
38. The County does not pay late fees nor interest charges.
39. The Supplier shall charge the County the exact amount of freight, delivery, handling and insurance charges.
40. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier
41. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, said Parties have hereunto affixed their signature and seal on the day, month, and year first above written:

PRINT COMPANY'S FULL LEGAL NAME

Bound Tree Medical LLC,

HALL COUNTY, GEORGIA

By: [Signature]

By: _____

Print Name: Rob Meriweather

Richard Higgins, Chairman

Title: President - EP

Board of Commissioners

Date: _____

Sworn to and subscribed before me this
16th Day of April, 2024

Attestment: _____
Board of Commissioners Clerk

Approved as to Form

Notary Public: [Signature]

Notary commission expires: 12/13/28

[Locus Seal - Seal or Stamp]



MEGAN RAY ROPPLE
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
12-13-2028
Recorded in
Franklin County

APPROVED AS TO FORM
[Signature]
Justin R. Lawton,
Senior Assistant County Attorney

Disposable EMS Supply Annual Contract IFB # 002-45	Head to Heels Safety Supply	Henry Schein, Inc.	Life-Assist, Inc.	Bound Tree
	Miami Lakes, FL	Melville, NY	Rancho Cordova, CA	Dublin, OH
CATEGORY # 1 Airway and Oxgenation Materials				
Bite Stick	\$3.00	\$2.77	\$0.40	\$0.41
Bulb Syringe, 2 oz.	\$2.01	\$0.91	\$0.95	\$0.59
CPAP O2 Quick Connect	\$40.79	\$98.47	\$2.75	\$2.54
Cylinder Wrench	\$24.97	\$12.11	\$5.00	\$3.93
DC Power Cord "LSU4" (300 ml) Suction Unit	\$1,191.64	\$57.63	\$50.00	\$54.14
DC Power Cord "LSU Suction Unit (1200 ml) Canister	\$193.39	\$102.98	\$29.00	\$96.75
Emergency Resuscitator Adult Disposable Bag / Mask	\$74.24	\$9.21	\$43.00	\$38.24
End Tidal Disposable Co2 Detector	\$63.00	\$9.64	\$9.00	\$9.65
Endotracheal Tube-Uncuffed-2.5 mm w/stylette	\$5.83	\$1.50	\$3.50	\$1.36
Endotracheal Tube-Uncuffed-3.0 mm w/stylette	\$5.83	\$1.50	\$1.75	\$1.36
Endotracheal Tube-Uncuffed-3.5 mm w/stylette	\$5.83	\$1.50	\$1.75	\$1.36
Endotracheal Tube-Uncuffed-4.0 mm w/stylette	\$5.83	\$1.50	\$1.75	\$1.36
Endotracheal Tube-Uncuffed-4.5 mm w/stylette	\$5.83	\$1.50	\$1.75	\$1.36
Endotracheal Tube-Uncuffed-5.0 mm w/stylette	\$5.83	\$1.50	\$1.75	\$1.36
Endotracheal Tube-Uncuffed-5.5 mm w/stylette	\$5.83	\$1.50	\$1.75	\$1.58
Endotracheal Tube-Cuffed-6.0 mm w/stylette	\$5.83	\$1.50	\$1.75	\$1.58
Endotracheal Tube-Cuffed-6.5 mm w/stylette	\$7.66	\$1.50	\$1.75	\$1.58
Endotracheal Tube-Cuffed-7.0 mm w/stylette	\$7.66	\$1.50	\$1.75	\$1.58
Endotracheal Tube-Cuffed-7.5 mm w/stylette	\$7.66	\$1.50	\$1.75	\$1.58
Endotracheal Tube-Cuffed-8.0 mm w/stylette	\$7.66	\$1.50	\$1.75	\$1.58
Endotracheal Tube-Cuffed-8.5 mm w/stylette	\$7.66	\$1.50	\$1.75	\$1.58
Endotracheal Tube-Cuffed-9.0 mm w/stylette	\$7.66	\$1.50	\$1.75	\$1.58
Endotracheal Tube Holder Thomas Select #2130-42560	\$9.44	\$3.71	\$3.28	\$3.53
Endotracheal Tube Holder, Adult #600-10000	\$8.00	\$2.96	\$2.75	\$2.82
Endotracheal Tube Holder, Infant #600-20000	\$9.03	\$2.96	\$2.75	\$2.82
Endotracheal Tube Holder, Select Size, #600-40000	\$9.03	\$3.71	\$3.28	\$2.82
ET Tube Introducer, Adult	\$24.90	\$4.04	\$8.31	\$5.24
ET Tube Introducer, Pediatric	\$26.40	\$4.16	\$8.31	\$5.24
Filterline Set	\$21.76	\$5.34	\$6.30	\$5.60
Gasket Regulator Washer #10868	\$1.79	\$0.55	\$0.53	\$0.69
High Efficiency Filter Kit #2223-11388	\$49.53	\$20.02	\$17.33	\$18.64
Intranasal Mucosal Atomizer Device #2170-20300	\$12.96	\$7.20	\$4.62	\$3.75
Laryngoscope Blade-Macintosh-2 - Rapid Trauma	\$34.25	\$4.37	\$3.58	\$4.32
Laryngoscope Blade-Macintosh-3 - Rapid Trauma	\$34.25	\$4.37	\$3.58	\$4.32
Laryngoscope Blade-Macintosh-4 - Rapid Trauma	\$34.25	\$4.37	\$3.58	\$4.32
Laryngoscope Blade-Miller-0 Rapid Trauma	\$34.25	\$4.37	\$3.58	\$4.32
Laryngoscope Blade-Miller-1 Rapid Trauma	\$34.25	\$4.37	\$3.58	\$4.32
Laryngoscope Blade-Miller-2 Rapid Trauma	\$34.25	\$4.37	\$3.58	\$4.32
Laryngoscope Blade-Miller-3 Rapid Trauma	\$34.25	\$4.37	\$3.58	\$4.32
Laryngoscope Handle, Adult	\$90.21	\$9.89	\$24.00	\$12.09
Laryngoscope Handle, Pediatric	\$90.21	\$9.89	\$24.00	\$12.09
LCSU 4, 800 ml	\$1,335.13	\$454.05	\$475.00	\$532.51
Lubricating jelly	\$0.08	\$5.04	\$0.05	\$0.03
Nasal Cannula - Adult, Hudson only 7" tubing, non-crushable	\$2.05	\$0.32	\$0.29	\$0.84
Nasal Cannula-Adult-ZOLL X- Series compatible		\$5.11	\$8.50	\$5.00
Nasopharyngeal Airway-# 20 French-5.0 mm	\$10.36	\$1.98	\$1.90	\$1.44
Nasopharyngeal Airway-# 22 French-5.5 mm	\$10.36	\$1.98	\$1.90	\$1.44
Nasopharyngeal Airway-# 26 French-6.5 mm	\$10.33	\$1.98	\$1.90	\$1.44
Nasopharyngeal Airway-# 28 French-7.0 mm	\$34.88	\$1.98	\$1.90	\$1.44
Nasopharyngeal Airway-# 30 French-7.5 mm	2 2.19	\$1.98	\$1.90	\$1.44
Nasopharyngeal Airway-# 32 French-8.0 mm	\$38.55	\$1.98	\$1.90	\$1.44
Nasopharyngeal Airway-# 34 French-8.5 mm	\$12.44	\$1.98	\$1.90	\$1.44
Nasopharyngeal Airway-# 36 French-9.0 mm	\$22.19	\$1.98	\$1.90	\$1.44
Nebulizer-Adult		\$0.79	\$0.87	\$0.91
Nebulizer with Mask		\$57.50	\$1.26	\$0.86
Nebulizer, Adult with Mask		\$1.11	\$1.21	\$0.95
Nebulizer Kit (bag assist)	\$21.32	\$4.29	\$3.63	\$5.73
O2 Regulator, Precision Medicine Wall Mount		\$40.97	\$23.05	\$34.10
Oropharyngeal Airway-Neonatal-40 mm	\$1.10	\$0.21	\$0.31	\$0.14
Oropharyngeal Airway-Infant-50 mm	\$1.29	\$0.21	\$0.31	\$0.14
Oropharyngeal Airway-Small Child-60 mm	\$1.10	\$0.21	\$0.31	\$0.14
Oropharyngeal Airway-Large Child, 70 mm	\$1.29	\$0.21	\$0.31	\$0.14
Oropharyngeal Airway-Small Adult, 80 mm	\$1.10	\$0.24	\$0.31	\$0.14
Oropharyngeal Airway-Medium Adult, 90 mm	\$1.29	\$0.24	\$0.31	\$0.14
Oropharyngeal Airway-Large Adult, 100 mm	\$1.29	\$0.24	\$0.31	\$0.14
Oropharyngeal Airway-X-Large Adult, 110 mm	\$1.29	\$0.24	\$0.31	\$0.14
Oxygen Adapter		\$12.64	\$0.55	\$0.24
Oxygen Mask - adult	4.68	\$0.75	\$0.89	\$0.69
Oxygen Mask - pediatric	\$4.26	\$1.27	\$1.27	\$0.69
Oxygen Regulator	\$233.62	\$37.88	\$87.14	\$49.94
Oxygen Tubing	\$1.68	\$0.38	\$0.34	\$0.33
Resuscitator Mask - Adult	\$44.97	\$144.24	\$12.10	\$8.80
Resuscitator Mask / Bag - Infant / child		\$156.36	\$13.35	\$14.51
Replacement Canister Ambu # 2780000010	\$27.89	DISCONTINUED	\$24.01	\$8.71

Disposable EMS Supply Annual Contract IFB # 002-45	Head to Heels Safety Supply	Henry Schein, Inc.	Life-Assist, Inc.	Bound Tree
	Miami Lakes, FL	Melville, NY	Rancho Cordova, CA	Dublin, OH
Resuscitator HEPA Filter	\$82.10	\$72.65	\$3.25	\$2.35
Adjustable PEEP Valve	\$10.56	\$58.40	\$3.02	\$4.25
Replacement Canister Ambu #2760000010 for hand pump	\$27.89	DISCONTINUED	\$9.28	\$8.71
Rescue CPAP - medium adult	\$124.32	\$518.20	\$51.00	\$44.73
Rescue CPAP - small adult	\$95.94	\$25.32	\$22.51	\$22.52
Rescue CPA- large adult	\$57.25	\$26.61	\$22.51	\$22.52
Smart Capnoline	\$30.19	\$5.22	\$9.92	\$6.35
Suction Catheter-# 6 French	\$1.41	\$0.20	\$0.26	\$0.15
Suction Catheter-# 10 French	\$1.41	\$0.20	\$0.26	\$0.15
Suction Catheter-# 14 French	\$1.41	\$0.20	\$0.26	\$0.15
Suction Catheter-# 18 French	\$70.51	\$0.20	\$0.26	\$0.15
Suction Catheter-SSCOR DuCanto, tube length 9.3"	\$8.69	\$2.74	\$2.35	\$2.54
Suction Canister-Bemiss # 484410 Hi-Flow, 1200CC	\$18.74	\$3.30	\$3.08	\$3.49
Suction Canister - Laerdal #886100, 300 ml w/tubing	\$59.08	\$19.19	\$17.64	\$18.64
Suction Canister w/ lid 800 ml	\$3.25	\$2.78	\$3.13	\$2.99
Suction Pump	\$94.79	\$23.40	\$24.01	\$26.90
Suction Pump Canister Refill	\$40.77	\$7.08	\$9.28	\$8.46
Suction Tubing - 9/32" x 6"	\$3.83	\$76.44	\$1.92	\$2.06
Suction Unit LF	\$2,372.99	\$93.26	\$950.00	\$993.25
Replacement Filter for Laerdal Compact Suction Unit 4	\$19.50	\$112.43	\$10.20	\$10.56
Suction Unit LF Battery	\$67.06	\$139.42	\$122.93	\$57.00
Suction Unit LF Rechargeable Battery	\$328.49	\$139.42	\$122.93	\$63.48
Suction Unit LF Soft Carrying Case	\$193.49	\$56.84	\$54.90	\$54.14
Supraglottic Airway Kit , Pink - size 1, 2-5 kg., Neonate, 15mm connector	\$37.19	\$16.05	\$14.52	\$16.10
Supraglottic Airway Kit , Blue - size 1.5, 5-12 kg., Infant, 15mm connector	\$37.19	\$16.05	\$14.52	\$16.10
Supraglottic Airway Kit , Gray - size 2, 10-25 kg., Small Pediatric, 15mm connector	\$37.19	\$16.05	\$14.52	\$16.10
Supraglottic Airway Kit , White - size 2.5, 25-35 kg., Large Pediatric, 15mm connector	\$37.19	\$16.05	\$14.52	\$16.10
Supraglottic Airway Kit , Yellow - size 3, 30-60 kg., Small Adult, 15mm connector	\$41.41	\$26.76	\$25.92	\$26.83
Supraglottic Airway Kit , Green - size 4, 50-90 kg., Medium Adult, 15mm connector	\$41.41	\$26.76	\$25.92	\$26.83
Supraglottic Airway Kit , Orange - size 5, 90+ kg., Large Adult, 15mm connector	\$41.41	\$26.76	\$25.92	\$26.83
Tactical Bougie	\$2,080.00	\$6.89	\$8.31	\$5.92
Quick Trach II cuffed w/ plastic tube	\$115.49	\$184.02	\$181.70	\$175.00
Tube Flow Meter #8MFA1001 or equivalent	\$82.21	\$28.25	\$46.21	\$29.79
Zoll X ETC02 Infant/neonatal	\$61.47	\$344.43	\$10.92	\$16.76
12 V DC Battery for LSU #2223-11388	\$328.49	\$139.42	\$122.93	\$63.48
TOTAL FOR CATEGORY # 1	\$10,684.31	\$3,591.07	\$2,878.87	\$2,801.48
CATEGORY # 2 Bandaging Materials				
Abdominal Pad	\$0.38	\$3.07	\$0.26	\$0.10
Bandage-1" x 3"	\$0.06	\$1.13	\$0.02	\$0.01
Bandage, Conforming, 4"	\$1.00	\$2.69	\$0.32	\$0.20
Bandage, Conforming, 6"	\$2.01	\$2.64	\$0.66	\$0.32
Bandage-4-1/2" x 4.1	\$1.41	\$0.64	\$0.72	\$0.64
Bandage-3"x48"	\$55.81	\$16.68	\$15.18	\$17.11
Bum Dressing	\$51.63	\$8.49	\$7.99	\$8.85
Bum Sheet-60" x 90"	\$6.96	\$1.83	\$1.98	\$2.41
Elastic Bandage-2"	\$1.59	\$2.65	\$0.48	\$0.26
Elastic Bandage-4"	\$2.05	\$4.49	\$0.75	\$0.47
Elastic Bandage-6"	\$2.59	\$7.25	\$1.12	\$0.64
Eye Pad-50/box, oval, 2-5/8" x 1-5/8", sterile	\$0.18	\$3.93	\$0.12	\$0.08
Bandage - Israeli T3 Emergency Bandage	\$56.32	\$752.26	\$5.65	\$7.79
Gauze Sponge - 4"x4" sterile	\$0.11	\$1.71	\$0.07	\$0.05
Gauze Sponge - 4"x4" non sterile	\$0.04	\$2.35	\$2.40	\$0.02
Gauze Sponge - 2"x2" non sterile	\$0.02	\$0.64	\$1.04	\$0.01
Gauze Strip, Occlusive, 3" x 9" petroleum, gauze	\$1.87	\$21.06	\$0.71	\$0.48
Multi Trauma Bandage, 12" x 30", sterile	\$4.49	\$0.70	\$0.66	\$1.08
Tape, clear surgical, hypoallergenic, 1" x 10 yds.	\$3.56	\$6.20	\$0.62	\$0.53
Tape, clear surgical, hypoallergenic, 2" x 10 yds.	\$10.89	\$6.20	\$1.94	\$1.07
Tape, adhesive cloth, 2" x 10 yds.	\$2.54	\$8.26	\$1.55	\$1.46
Tape, Pedia	\$0.11	\$28.98	\$4.60	\$17.16
Tri-Angular Bandage	\$0.83	\$0.34	\$0.41	\$0.35
TOTAL FOR CATEGORY # 2	\$206.45	\$884.19	\$49.25	\$61.09
CATEGORY # 3 Diagnostic Materials				
AED Pads, Adult, defib	\$155.12		\$78.65	\$42.85
AED Pads, multi-function CPR, defib, Adult	\$155.12		\$43.00	\$79.43
AED Pads, defib, pedi-padz	\$179.45		\$123.75	\$42.85

Disposable EMS Supply Annual Contract IFB # 002-45	Head to Heels Safety Supply	Henry Schein, Inc.	Life-Assist, Inc.	Bound Tree
	Miami Lakes, FL	Melville, NY	Rancho Cordova, CA	Dublin, OH
AED Pads,multi-function ECG Electrode / Pacing, child, pedi-padz	\$124.13		\$42.66	\$103.05
Ammonia towelettes	\$0.46	\$2.59	\$0.25	\$0.26
Blood Glucose Monitor	\$118.18	N/C	\$5.56	\$29.58
Blood Glucose Test Strip	\$0.32	\$10.56	\$9.45	\$0.15
Blood Glucose Test Solution	\$61.02	\$10.15	\$9.00	\$5.00
Blood Glucose Safety Lancet, 2.2mm, 22 gauge	\$0.26	\$4.48	\$0.09	\$0.11
Blood Pressure Cuff - adult, navy, 11	\$67.58	\$5.30	\$12.71	\$14.55
Blood Pressure Cuff - large adult, navy, 12	\$81.06	\$5.50	\$16.24	\$18.58
Blood Pressure Cuff - small adult, navy, 10	\$67.58	\$5.12	\$12.71	\$14.55
Blood Pressure Cuff ,Manual, Infant #36010	\$36.84	\$6.85	\$7.27	\$6.55
Blood Pressure Cuff - Manual, Child #36011	\$56.54	\$5.12	\$7.27	\$6.47
Cardiac Monitoring Electrode, medium size, pediatric / adult 4 electrodes / pack	\$11.12	\$0.99	\$1.20	\$0.23
Cardiac Monitoring Electrode, medium size, pediatric / adult 10 electrodes / pack	\$4.41	\$2.36	\$2.88	\$0.22
EKG Calipers	\$30.96	\$4.24	\$3.60	\$7.55
Face Mask Level II, Blue 3-ply with ear loop	\$0.68	\$5.51	\$0.10	\$0.14
Forceps-Magill-Pediatric	\$44.01	\$4.64	\$4.13	\$2.86
Forceps-Magill-Adult	\$48.65	\$4.64	\$4.13	\$3.86
Intellisense Lithium Battery	\$558.56	\$413.00	\$385.00	\$311.81
Nail Polish remover pad	\$0.09	\$3.15	\$0.03	\$0.08
Penlight	\$2.75	\$4.50	\$0.79	\$0.66
Stethoscope	\$92.36	\$30.74	\$34.15	\$30.06
Thermometer - Sure Temp, handheld #179200	\$479.02	\$312.99	\$290.00	\$311.20
Thermometer - Welch Allyn ThermoScan Pro 6000 w/ SM cradle #2731-14602, ear-type	\$407.92	\$264.64	\$240.24	\$263.13
Thermometer Probe Cover Braun PRO6000 Ear	\$0.11	\$1.38	\$0.07	\$0.07
Thermometer Probe Covers, Sure Temp #2733-53175	\$0.06	\$9.53	\$0.04	\$0.04
TOTAL FOR CATEGORY # 3	\$2,774.36	\$1,117.98	\$1,334.97	\$1,295.87
CATEGORY # 4 Infection Control Materials				
Coverall - medium set in sleeve design, zipper, attached hood, boots, elastic wrist	\$12.89	\$132.12	\$2.58	\$5.33
Coverall - large set in sleeve design, zipper, attached hood, boots, elastic wrist	\$9.42	\$132.12	\$2.58	\$5.33
Coverall - X-large set in sleeve design, zipper, attached hood, boots, elastic wrist	\$9.78	\$132.12	\$2.58	\$5.33
Coverall - 2X-large set in sleeve design, zipper, attached hood, boots, elastic wrist	\$10.38	\$132.12	\$2.58	\$5.33
Coverall - 3X-large set in sleeve design, zipper, attached hood, boots, elastic wrist	\$10.98	\$140.43	\$2.58	\$5.67
Coverall - with mask	\$4.86			N/A
Exam Gloves-small, non-latex	\$0.60	\$17.05	\$0.16	\$0.16
Exam Gloves-medium, non-latex	\$0.60	\$17.05	\$0.16	\$0.16
Exam Gloves-large, non-latex	\$0.60	\$17.05	\$0.16	\$0.16
Exam Gloves-x-large, non-latex	\$0.60	\$17.05	\$0.16	\$0.16
Exam Gloves-2x-large, non-latex	\$0.60	\$17.05	\$0.16	\$0.16
Arm Sleeve, white disposable sleeve, white gauntlet, elastic openings 18"	\$0.66	\$140.57	\$0.46	\$1.73
Face Shield	\$0.67	\$99.09	\$1.47	\$1.29
Infectious Waste Bag	\$0.34	\$54.56	\$0.11	\$0.09
Germicidal Disposable Wipes - low alcohol	\$11.14	\$5.31	\$4.82	\$0.04
Hand Sanitizer	\$4.88	\$2.23	\$1.05	\$0.98
Impervious Gown	\$2.88	\$30.33	\$1.38	\$1.74
Respirator - N95 size S	\$3.39	\$42.17	\$1.19	\$1.18
Respirator -N95 #299174 size small	\$3.39	\$43.73	\$2.24	\$2.32
Respirator - nosefoam - regular	\$2.40	\$22.17	\$1.10	\$1.12
Respirator - nosefoam - small	\$2.40	\$22.17	\$1.10	\$1.12
Safety glasses	\$25.07	\$3.54	\$4.08	\$3.57
Spit Hood #1033-15311	\$32.25	\$2.24	\$2.76	\$2.92
TOTAL FOR CATEGORY # 4	\$150.78	\$1,222.27	\$32.88	\$45.89
CATEGORY # 5 Miscellaneous Materials				
Bedpan	\$2.29	\$1.47	\$1.02	\$1.67
Trauma Pelvic Orthotic Device	\$209.99	\$91.42	\$100.80	\$94.67
Cold Compress	\$1.71	\$0.69	\$0.61	\$0.46
Convenience Bag	\$5.34	\$15.50	\$1.75	\$1.78
Disposable Blanket	\$72.40	\$37.81	\$24.00	\$23.95
Emergency Blanket	\$19.02	\$56.16	\$4.95	\$4.56
Finger Ring Cutter	\$45.72	\$5.32	\$11.00	\$5.97
G2 Clinician Bag	\$512.99	\$227.40	\$195.00	\$218.18
G2 Airway Cell	\$253.49	\$110.73	\$97.35	\$107.27
G2 IV Cell		\$93.84	\$82.50	\$218.18
G2 Medicine Cell	\$278.99	\$115.88	\$104.94	\$115.64
G2 Universal Cell	\$188.99	\$82.57	\$72.60	\$79.34

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	Miami Lakes, FL	Melville, NY	Rancho Cordova, CA	Dublin, OH
Hot Pack	\$2.51	\$16.00	\$0.68	\$0.31
Obstetrical Kit	\$41.42	\$9.83	\$6.27	\$9.36
Pillow	\$9.78	\$65.48	\$1.05	\$3.80
Quik Clot	\$55.81	\$33.96	\$7.70	\$17.11
Shears	\$22.46	\$0.63	\$2.13	\$0.68
Sterile Foil Baby Bunting	\$35.89	\$4.19	\$5.70	\$4.36
Tourniquet - Combat application, 1 handed windless system	\$74.52	\$23.11	\$21.63	\$24.46
Tourniquet - 1" x 18", latex free, rolled, blue	\$0.17	\$17.85	\$0.09	\$0.08
Transport	\$1,330.49	\$402.16	\$352.66	\$348.95
Urinal	\$5.25	\$0.64	\$0.61	\$0.57
Window Punch	\$52.24	\$7.66	\$5.72	\$7.90
TOTAL FOR CATEGORY # 5	\$3,221.47	\$1,420.30	\$1,100.76	\$1,289.25
CATEGORY # 6 Pharmaceutical Materials				
Alcohol Prep Pad	\$0.02	\$1.15	\$0.01	\$0.01
SPEAR for needle decompression	\$85.24	\$28.26	\$25.26	\$29.73
Butterfly Set	\$1.31	\$14.18	\$0.25	\$0.33
Chest Seal	\$37.06	\$27.00	\$19.28	\$26.13
Extension Set	\$11.07	\$848.13	\$3.06	\$4.45
Extension Tubing	\$28.94	\$1.53	\$2.22	\$1.63
Glucose Gel	\$14.81	\$4.63	\$1.29	\$1.33
Hypodermic needle 18 gauge x1,# 26419	\$0.07	\$2.75	\$0.04	\$0.05
Hypodermic needle 22 gauge x1 1/2,# 11313	\$0.07	\$1.37	\$0.04	\$0.05
IV Administration Set - 60 drop 88"	\$3.89	\$1.28	\$1.32	\$1.53
IV Administration Set - 10 drop 88"	\$41.34	\$1.16	\$1.45	\$1.26
IV Administration Set	\$2.06	\$103.29	\$11.45	\$6.00
IV Arm Board - 3"x18"	\$5.09	\$1.90	\$0.78	\$2.08
IV Arm Board - 3"x9"	\$23.50	\$0.96	\$0.46	\$1.03
IV Dressing	\$0.83	\$20.22	\$0.30	\$0.31
I. V. Catheter - 24 gauge x 3/4"	\$3.24	\$1.45	\$1.56	\$2.21
I. V. Catheter - 22 gauge x 1"	\$3.24	\$1.45	\$1.56	\$2.21
I. V. Catheter - 20 gauge x 1.16"	\$3.24	\$1.45	\$1.56	\$2.00
I. V. Catheter - 18 gauge x 1.16"	\$3.24	\$1.45	\$1.56	\$2.00
I. V. Catheter - 16 gauge x 1.16"	\$3.37	\$118.00	\$1.56	\$2.00
I. V. Catheter - 14 gauge x 1-3/4"	\$3.37	\$1.45	\$2.17	\$2.00
I. V. Catheter - 14 gauge x 2"	\$1.12	\$153.42	\$0.73	\$0.92
IV Fluid Warmers	\$1,210.97	\$685.30	\$506.00	\$525.37
IV Starter Kit	\$39.97	\$0.90	\$1.10	\$0.99
Irrigation Solution	\$10.58	\$3.35	\$2.93	\$2.90
Male Adapter Plug	\$28.12	\$0.90	\$1.72	\$0.81
Needle / Connector #NF9285	\$0.25	\$135.70	\$0.29	\$0.32
Pressure Infusers	\$50.60	\$36.90	\$17.31	\$16.56
Sharps Container - 1 quart	\$3.13	\$2.14	\$2.11	\$2.07
Sharps Container - 5 quart	\$8.65	\$5.42	\$5.41	\$5.31
Sharps Container Solo Compact Size #64250	\$31.74	\$1.45	\$1.21	\$1.43
Stopcock	\$2.16	\$0.64	\$0.75	\$0.63
Syringe w/needle - 21 gauge x 1-1/2"	\$0.25	\$10.27	\$0.38	\$0.21
Syringe w/needle - 23 gauge x 1"	\$0.13	\$7.36	\$0.10	\$0.09
Syringe w/needle - 25 gauge x 5/8"	\$0.17	\$4.63	\$0.09	\$0.12
Syringe - 20-25cc	\$0.37	\$5.81	\$0.19	\$0.24
Syringe - 50-60cc	\$0.96	\$11.47	\$0.72	\$0.77
Wall enclosure	\$87.90	\$30.36	\$29.50	\$28.95
TOTAL FOR CATEGORY # 6	\$1,752.07	\$2,279.08	\$647.70	\$676.03
CATEGORY # 7 Splinting Materials				
Duct Tape	\$14.81	\$8.89	\$7.53	\$7.10
Extrication Collar, Pediatric	\$36.19	\$4.60	\$4.76	\$4.01
Extrication Collar, Adult	\$19.49	\$4.60	\$4.76	\$4.01
Extrication Device	\$179.99	\$61.17	\$57.21	\$68.53
Head Mobilizer Block	\$33.16	\$2.58	\$3.80	\$6.15
Immobilization System - Pediatric	\$650.99	\$248.47	\$208.75	\$215.15
Long Backboard	\$346.49	\$150.90	\$110.00	\$113.83
Mega Mover 1000 lbs - white	\$28.61	\$10.11	\$16.43	\$12.89
Mega Mover Plus 1000 lbs - gray	\$40.19	\$26.49	\$23.70	\$13.62
Replacement Splint-Small Arm	\$53.19	\$17.52	\$15.84	\$15.38
Replacement Splint-Small Leg	\$80.66	\$31.76	\$29.04	\$28.17
Replacement Splint-Large Leg	\$90.87	\$37.66	\$34.32	\$33.25
Replacement Traction Ankle Strap - Pedi, #S1006P	\$63.08	\$17.89	\$18.54	\$19.94
Replacement Traction Ankle Strap - Adult, #S1006A	\$120.36	\$17.89	\$18.54	\$19.94
Restraint Straps - 2"x5'	\$33.31	\$1.75	\$1.82	\$2.55
Restraint Strap - Foam Limb Holder Double	\$54.97	\$3.59	\$5.90	\$6.85
SAM Splint	\$64.50	\$3.03	\$6.88	\$7.40
Traction Splint - Ankle		\$16.86	\$440.00	\$177.51
Traction Splint - Child	\$1,438.49	\$173.35	\$440.00	\$448.38
Traction Splint - Adult	\$1,222.49	\$176.42	\$440.00	\$441.56

Disposable EMS Supply Annual Contract IFB # 002-45	Head to Heels Safety Supply	Henry Schein, Inc.	Life-Assist, Inc.	Bound Tree
	Miami Lakes, FL	Melville, NY	Rancho Cordova, CA	Dublin, OH
TOTAL FOR CATEGORY # 7	\$4,671.84	\$1,015.53	\$1,887.82	\$1,646.22
Three (3) UCAPIT MACHINES - Cap 5 model, controlled access pharmaceutical dispenser		\$6,385.00 EACH	\$9,999 EACH	\$8,389.06 EACH
		1 YR Software license \$1400.00 EACH		
		Freight & Equipment Installation not Included		
BUDGET AMOUNT: ANNUAL CONTRACT				
TOTAL AMOUNT:				
BIDS MAILED: 37 (H) 0				
BIDS RECEIVED: 4 (2 -No Bids) (H) 0				
No Bids: Teleflex, Interboro Packaging Corp.				
Departments: Fire Rescue / EMS				



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (05/20/24)

REPORT TO: Voting Meeting (05/23/24)

ITEM NO: 235/2024

SUBJECT: Approve the renewal of the annual contract for IFB #023-43 for Fire & EMS Uniform Supply for Fire Rescue to S.T.A.R. Apparel & Plastics, Inc. of Oakwood, GA and North America Fire Equipment Co. (NAFECO) of Decatur, AL. The estimated annual cost is \$410,750.00.

Meetings:

Work Session Date: 05/20/24

Voting Meeting Date: 05/23/24

Executive Summary:

Presenter: CJS
Recommendation: Approve.

Purpose of Request: Approve the renewal of the annual contract for IFB #023-43 for Fire & EMS Uniform Supply for Fire Rescue to S.T.A.R. Apparel & Plastics, Inc. of Oakwood, GA and North America Fire Equipment Co. (NAFECO) of Decatur, AL. The estimated annual cost is \$410,750.00.

History: This is year three (3) of a three (3) year contract. Both vendors are in good standing within the County.

Facts and Issues: We have used both vendors prior to the bid in FY23. They always work well with the County and service the contract very well.

Options:

Funding Requested	\$ 410,750.00
Are funds within current budget?	Yes
Source of Funds	Fire / Emergency Services
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Buyer	submit	approve	Purchasing
CW	JS	JS	AY
Budget	Finance	Attorney	Administration
EW	TS	WLI	CR
Clerk			
JR			

Attachments:

Financial Supplement
Contracts
NAFECO Bid Tab
S.T.A.R. Bid Tab



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 235/2024

Funds Requested: \$ 410,750.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Fire / Emergency Services

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	270-FIRE SERVICES FUND	3520-FIRE RESCUE	531700-UNIFORMS	\$250,000.00
2025	270-FIRE SERVICES FUND	3540-FIRE TRAINING CENTER	531700-UNIFORMS	\$60,750.00
2025	271-EMERGENCY SERVICES FUND	3630-EMS	531700-UNIFORMS	\$100,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: CJS

Phone:

404-597-0084



Hall County Government
FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

Date: 04/02/2024

To: Richard Higgins, Chairman, BOC

From: Cheryl Wright, Buyer

Your signature is requested to execute the attached bid/contract award documents for:

Bid/Contract No: 023-43-2

Bid/Contract Name: Fire and EMS Uniform Supply Annual Contract

Department(s) Requesting Contract: Fire and EMS

Award Recipient Name: NAFECO of Decatur, AL and S.T.A.R. Apparel & Plastics of Oakwood, GA

Contract Description:

Annual Contract New Renewal

Prior Year's Spend: \$334,700.00

Price Increase Requested Increase Percentage: 0%

Project/Service Contract Awarded Amount: \$0

Product Contract Estimated Amount: \$410,750.00

Comments: Year three (3) of a three (3) year contract.

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR
Taylor Samples, CPA

**CONTRACT EXECUTION SIGNATURE REQUEST
PRICE INCREASE DETAILS**

Bid/Contract No: 023-43

Bid/Contract Name: Fire and EMS Uniform Supply - Renewal contract for FY25. Vendor held previous contract for the last two (2) years and is a vendor in good standing with the County. There are no price increases for FY25.

Contract Renewal #2

IFB #023-43-2, Fire and EMS Uniform Supply Annual Contract

March 20, 2024

Whereas, the County desires to extend the contract period for a one year period through June 30, 2025, in accordance with the terms and conditions of Bid #023-43, Fire and EMS Uniform Supply Annual Contract, dated June 2, 2022 and

Whereas, the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the extension as stated and therefore, the above numbered contract is hereby changed as follows:

1. By extending the Contract Term through June 30, 2025,
2. Allow for price adjustments as agreed to and recorded in Attachment A,
3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved in writing prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

Therefore, With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

NAFECO

HALL COUNTY, GEORGIA

By: *John Head*
 Print Name: JOHN HEAD
 Title: SA SALES

By: _____
 Richard Higgins
 Commission Chairman

Date: _____

Sworn to and subscribed before me this
25 Day of March, 2024

Attestment: _____
 County Clerk

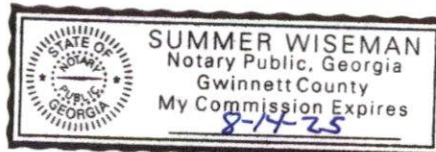
Notary Public: *Summer Wiseman*

Approved as to Form

APPROVED AS TO FORM
Justin R. Lawhon
 Justin R. Lawhon
 Senior Assistant County Attorney

Notary commission expires: 8-15-25

State of Georgia
County of Hall



Contract #023-43-2

Contract Renewal #2

IFB #023-43-2, Fire and EMS Uniform Supply Annual Contract

March 20, 2024

Whereas, the County desires to extend the contract period for a one year period through June 30, 2025, in accordance with the terms and conditions of Bid #023-43, Fire and EMS Uniform Supply Annual Contract, dated June 2, 2022 and

Whereas, the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

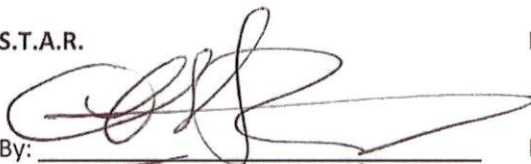
Whereas, with both parties agreeing to the extension as stated and therefore, the above numbered contract is hereby changed as follows:

1. By extending the Contract Term through June 30, 2025,
2. Allow for price adjustments as agreed to and recorded in Attachment A,
3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved in writing prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

Therefore, With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

S.T.A.R.

By: 
 Print Name: Tracy Staton
 Title: President

HALL COUNTY, GEORGIA

By: _____
 Richard Higgins
 Commission Chairman

Date: _____

Sworn to and subscribed before me this

3 Day of April, 2024

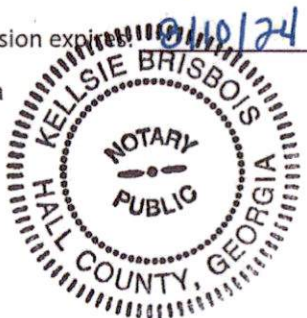
Attestment: _____
 County Clerk

Approved as to Form

Notary Public: Kelsie Brisbois

Notary commission expires: 04/10/24

State of Georgia
County of Hall



Contract #023-43-2

APPROVED AS TO FORM


 Justin R. Lawhon,
 Senior Assistant County Attorney

Attachment A

IFB #023-43-2, Fire and EMS Uniform Supply Annual Contract

March 20, 2024

Whereas, the Contractor and the County have agreed to a change in the contract prices and have recorded them below, and have both agreed to their rates, the prices associated with this contract are hereby changed upon approval of the County:

*Changes highlighted in yellow - price increased - cost increases
*Company no longer in business - Tri Mtn. - see
Suggested Substitutions

023-43-2 FIRE AND EMS UNIFORM
SUPPLY ANNUAL CONTRACT

NAFECO
Clarkston, GA

<u>Item #</u>	<u>Description</u>	
<u>Patches</u>		
1	Fire Service Uniform Patch	\$3.00
2	Badge Patch	\$2.00
3	Badge Patch	\$2.00
4	Georgia Smoke Diver Patch	\$3.00
5	Honor Guard Patch	\$3.00
6	Embroidered Collar Disc Patch - Captain / Battalion Chief	\$2.00
7	Embroidered Collar Disc Patch - Firefighter / Lieutenant	\$2.00
8	Embroidered Collar Disc Patch - Sergeant	\$2.00
9	Embroidered Collar Disc Patch - Division Chief	\$2.00
10	Embroidered Collar Dish Patch - Chief	\$2.00
11	Embroidered Paramedic Patch	\$2.00
12	Embroidered EMT Patch	\$2.00
12A	Sew-On namestrip	\$3.00
12B	New Badge Patch	\$3.00
12C	Challenge Coin size 1.75", round	\$8.00
<u>Badges and Bars</u>		
13	Sergeant Badge - BLACKINTON #B547	\$90.00
14	Firefighter Badge - BLACKINTON # B547	\$86.00
15	Lieutenant Badge - BLACKINTON # B1160	\$86.00
16	Chief - Captain Badges - BLACKINTON # B1160	\$86.00
17	Chief - Captain Badges - BLACKINTON # B1160-2	\$86.00
18	Honor Guard Badge - BLACKINTON # B586	\$88.00
19	FAO Collar Brass Set - BLACKINTON #A9427	\$56.00
20	Sergeant Collar Brass Set - BLACKINTON #A6223	\$56.00
21	Firefighter Collar Brass Set - BLACKINTON	\$52.00
22	Lieutenant Collar Brass Set - BLACKINTON	\$52.00
23	Captain Collar Brass Set - BLACKINTON	\$52.00
24	Battalion Chief Collar Brass Set - BLACKINTON	\$52.00
25	Commander Guard Collar Brass Badge Set - BLACKINTON	\$74.00
26	Division Chief - BLACKINTON #A2547/A2907	\$74.00
27	Deputy Chief Collar Brass Set - BLACKINTON #A2547/A2906	\$74.00
28	Chief Collar Brass Set - BLACKINTON #A2547/A2905	\$74.00
29	Lieutenant Hat Badge - BLACKINTON # A2817DE	\$56.00
30	Sergeant Cap Badge - BLACKINTON #A6223	\$36.00
31	Firefighter Cap Badge - BLACKINTON #A698	\$36.00
32	Captain Hat Badge - BLACKINTON #A6197DE	\$54.00
33	Battalion Chief Hat Badge - BLACKINTON A2816DE	\$54.00
34	Commander Badge - BLACKINTON #A2816DE	\$54.00
35	Division Chief Badge - BLACKINTON #A2853DE	\$54.00
36	Deputy Chief Hat Badge - BLACKINTON #A1962DE	\$54.00
37	Chief Hat Badge - BLACKINTON #A2815DE	\$54.00
38	Honor Guard Hat Badge - BLACKINTON #C12571	\$50.00
39	FAO Hat Badge - BLACKINTON #A6864-DE	\$57.00
40	Honor Guard Membership Bar - BLACKINTON #B1942	\$24.00
41	Nameplates	\$20.00
<u>Clothing - No exceptions where noted</u>		
42	Class A Dress Pants - (men) Flying Cross	
	List prices for sizes: 28-42	\$104.00
	List prices for oversizes: 44-58	\$124.00
43	Class a Dress Pants - (women) Patriot	

023-43-2 FIRE AND EMS UNIFORM
SUPPLY ANNUAL CONTRACT

NAFECO
Clarkston, GA

<u>Item #</u>	<u>Description</u>	
	List prices for sizes: 6-20	\$104.00
	List prices for oversizes: 22-24	\$124.00
44	Class A Dress Honor Guard Pants (made to measure) List prices for sizes: 28-42	\$120.00
45	Class A Dress Coat - (men) Flying Cross List prices for sizes: 34-46 List prices for oversizes: 48-50 List prices for oversizes: 52-54	\$325.00 \$350.00 \$375.00
46	Class A Dress Coat - (women) Patriot List prices for sizes: 6-20 List prices for oversizes: 22-24	\$325.00 \$350.00
47	Class A Dress Honor Guard Coat List prices for sizes: 38-46	\$450.00
48	Class A Dress Honor Guard Top Coat List prices for sizes: 38-46 List prices for oversizes: 48-50	\$230.00 \$250.00
49	Honor Guard Shoulder Cord, 1", 20", 22" adj.	\$28.00
50	Class A Dress Hat XS -2 XL	\$75.00
51	Class A Honor Guard Hat XS -2 XL Chief's Hat with Flame Visor	\$110.00 \$150.00
52	Class A Dress Shoe - Bates 941 High Gloss Military Uniform Oxford List prices for men sizes: 4-15 (half sizes 6-12) List prices for women sizes: 5-10 - (half sizes 5 1/2 - 9 1/2)	\$110.00 \$110.00
53	Dress Belt 28-42 44-54	\$24.00 \$26.00
54	Honor Guard Parade Belt Even sizes 24-60	\$98.00
55	Ties 4-in-Hand List prices for men sizes: 18, 20, 22 List prices women sizes: 14-16	\$6.50 \$6.50
56	Long Sleeve White Shirt - Flying Cross #45W6600 men / # 102W6600 ladies List prices for men neck sizes: 14-17.5 List prices for men neck sizes: 18.5-20 List prices for women bust sizes: 30-44 List prices for women bust sizes: 46-48	\$62.00 \$75.00 \$62.00 \$72.00
57	Short Sleeve White Shirt - Flying Cross #95R6600 men / #152R6600 women	

023-43-2 FIRE AND EMS UNIFORM
SUPPLY ANNUAL CONTRACT

NAFECO
Clarkston, GA

<u>Item #</u>	<u>Description</u>	
	List prices for men - S - XL	\$54.00
	List prices for men 2XL - 4XL	\$54.00
	List prices for women bust sizes: 30-44	\$58.00
	List prices for women bust sizes: 46-48	\$54.00
58	Long Sleeve Black Shirt - Flying Cross #47W6610 men / # 104W6610 ladies	
	List prices for men neck sizes: 14-17.5	\$62.00
	List prices for men neck sizes: 18.5-20	\$72.00
	List prices for women bust sizes: 30-44	\$62.00
	List prices for women bust sizes: 46-48	\$2.00
59	Short Sleeve Black Shirt - Flying Cross #97R6610 men / #154R6610 women	
	List prices for men - S - XL	\$62.00
	List prices for men 2XL - 4XL	\$72.00
	List prices for women bust sizes: 30-44	\$62.00
	List prices for women bust sizes: 46-48	\$72.00
60	Staff Non-Pleated Black Pant - Flying Cross 3900	
	List prices for sizes: 28-42	\$40.00
	List prices for oversizes: 44-52	\$45.00
	List price for women sizes: 2-20 even sizes	\$40.00
61	Physical Training shirts, NEXT LEVEL, s/s, Beefy T-shirt	
	S - XL	\$15.00
	2XL - 4XL	\$17.00
62	Physical Training Shorts - Champro # Boss 9	
	List prices for sizes: Small - XLarge	No bid
	List prices for sizes: 2XL - 3XL	No bid
63	Physical Training Pants - Champro #1550	
	List prices for sizes: Small - XLarge	\$30.00
	List prices for sizes: 2XL - 3XL	\$32.00
64	Sweatshirt Crewneck - Jerzees Style #562 Navy & Grey	
	List prices for sizes: Small - XLarge	\$28.00
	List prices for sizes: 2XL - 3XL	\$30.00
65	Cap - Embroidered - Navy Blue	\$16.50
66	Flex-Fit Cap - Embroidered in Navy Blue	
	Red / Silver: SM/Med: LG/XL	\$18.50
	Red / Gold: SM/Med: LG/XL	\$18.50
67	Fleece Beanie Hat in Navy Blue	\$9.00
68	Job Shirt - Tri-Mountain # 647 Alarm and # 644 React in Navy Blue	
	# 647 sizes: Small - 4X Large	
	Small - XL	\$62.00
	2XL - 4XL	\$64.00
	Large Tall 4XL	\$64.00
69	Boots - Bates #2066 - men's 7 - 12	No bid

023-43-2 FIRE AND EMS UNIFORM
SUPPLY ANNUAL CONTRACT

NAFECO
Clarkston, GA

<u>Item #</u>	<u>Description</u>	
70	Boots - Bates # 2261 men's medium - 6-12, 13, 14, 15, 16 men's extra wide - 7-12, 13, 14	No bid
71	Boots - USBBK, Redback Only List men full sizes: 4-15 List men half sizes: 5.5-12.5 List men wide width sizes: 15-16	No bid
72	Shoes - #834-633 Men's Oxford Black and #534-6333 Women's Oxford Black List prices for men sizes: 7-12	\$160.00
	List price for men size: 13	\$160.00
	List price for men size: 14	\$160.00
	List price for men size: 15	\$160.00
	List prices for women sizes: 7-12	\$160.00
	List price for women size: 13	\$160.00
	List price for women size: 14	\$160.00
	List price for women size: 15	\$160.00
73	Nomex Uniform Shirt - Workrite # 720NX45 Short Sleeve in Midnight Blue 38-50	\$124.00
	52-54	\$138.00
74	Nomex Polo Shirt, Workrite #263TK-67-NB, s/s, in navy S-XL	\$94.00
	2XL	\$100.00
75	Nomex Uniform Shirt, Workrite #705NX-45-NV, l/s in navy 38-50	\$136.00
	52-54	\$146.00
76	Nomex Uniform Shirt, Workrite #701NMX-45-NV, s/s in navy S-XL	\$124.00
	2XL	\$138.00
77	Nomex Uniform Shirt, Workrite #706NX-45-NV, l/s in navy S-XL	\$136.00
	2XL	\$146.00
78	Nomex Uniform Pant, Workrite #400-NX-75 Industrial or #402-NX-75 in navy List prices for sizes: 28-42	\$136.00
	List prices for oversizes: 44-56	\$146.00
79	Nomex Uniform Pant, Workrite #401-NX-75 in navy List prices for sizes: 2-20	\$136.00
	List prices for oversizes: 22-24	\$146.00
80	Nomex Uniform Pant, Workrite #401-NX-75-NV in navy List prices for sizes: 2-20	\$136.00
	List prices for oversizes: 22-24	\$146.00
81	Nomex Cargo Shorts, Workrite #425NX-60-NV in navy List prices for sizes: 28-42	\$120.00
	List prices for oversizes: 44-50	\$140.00

023-43-2 FIRE AND EMS UNIFORM
SUPPLY ANNUAL CONTRACT

NAFECO Clarkston, GA

<u>Item #</u>	<u>Description</u>	
82	Rescue Belt, Rescue Tech #703306, w"V" ring	\$36.00
	Standard size	\$40.00
	Over Size	
83	Firefighter Turnout Gear Bag, FIREARTH20-N-107-WH	\$78.00
84	Staff Short Sleeve Tactical Polo Shirt - Propper F534172	
	List price for men sizes: XS-XL	\$44.00
	List price for men size: 2XL - 6XL	\$48.00
85	Staff Long Sleeve Tactical Polo Shirt - Propper F5315	
	List price for men sizes: XS-XL	\$50.00
	List price for men size: 2XL - 6XL	\$54.00
86	Staff Short Sleeve Tactical Polo Shirt - UFX K5100	
	List price for men sizes: S-XL	\$62.50
	List price for men size: 2XL - 4XL	\$75.00

**# 023-43-2 FIRE AND EMS UNIFORM
SUPPLY ANNUAL CONTRACT**

NAFECO
Clarkston, GA

<u>Item #</u>	<u>Description</u>	
87	Tactical Pants - Propper # F52550	
		30-42 \$44.00
		44-54 \$48.00
88	Tactical Pants - Propper #F5252-50 (olive)	
		30-42
		44-54
	<u>Recruit Uniforms</u>	
89	T-Shirt Hanes Beefy in Heather Grey	
	List price for sizes: Small-X Large	\$14.00
	List price for size: 2XL - 3 XL	\$16.00
90	BDU Pant - Propper # F5201-38-405	
	List price for sizes: Small-X Large	\$32.00
	List price for sizes: 2X Large-3X Large	\$34.00
91	AV-56121F, Alert vision 5 point breakaway vest	
	List Price for sizes L - 2XL	\$64.00
92	Sweatshirt Crewneck - Recruit	
	List price for sizes: Small-X Large	\$28.00
	List price for size: 2XL - 3 XL	\$30.00
93	Physical Training Shorts _ Recruit	
	List price for sizes: Small-X Large	\$18.00
	List price for sizes: 2X Large-3X Large	\$20.00
	Added additional services 8/23/19 per Fire Services request as needed	
94	Hem Pants	
95	Add patch to sleeve	
96	Add collar insignia	
97	Add badge emblem	
98	Add namestrip (if provided)	
99	Add velcro to namestrip	
100	Add 1 gold stripe	
	Add 2 gold stripes	
	Add 3 gold stripes	
	Add 4 gold stripes	
	Add 5 gold stripes	
101	Add 1 Maltese Cross	
	Add 2 Maltese Crosses	
	Add 3 Maltese Crosses	
	Add 4 Maltese Crosses	
	Add 5 Maltese Crosses	
	Add 6 Maltese Crosses	

**SUMMATION OF BIDS RECEIVED
023-43-2 FIRE AND EMS UNIFORM
SUPPLY ANNUAL CONTRACT**

**S.T.A.R.
Oakwood, GA**

		FY24	FY25	
		Unit Price	Unit Price	% Increase
Item #	Description			
	Patches			
1	Fire Service Uniform Patch	No bid	No bid	
2	Badge Patch	No bid	No bid	
3	Badge Patch	No bid	No bid	
4	Georgia Smoke Diver Patch	No bid	No bid	
5	Honor Guard Patch	No bid	No bid	
6	Embroidered Collar Disc Patch - Captain / Battalion Chief	No bid	No bid	
7	Embroidered Collar Disc Patch - Firefighter / Lieutenant	No bid	No bid	
8	Embroidered Paramedic Patch	No bid	No bid	
9	Embroidered EMT Patch	No bid	No bid	
9A	Sew-On namestrip	No bid	No bid	
9B	New Badge Patch	No bid	No bid	
9C	Challenge Coin size 1.75", round	No bid	No bid	
	Badges and Bars			
10	Firefighter Badge - BLACKINTON # B547	No bid	No bid	
11	Lieutenant Badge - BLACKINTON # B1160	No bid	No bid	
12	Chief - Captain Badges - BLACKINTON # B1160	No bid	No bid	
13	Chief - Captain Badges - BLACKINTON # B1160-2	No bid	No bid	
14	Honor Guard Badge - BLACKINTON # B586	No bid	No bid	
15	Firefighter Collar Brass Set - BLACKINTON	No bid	No bid	
16	Lieutenant Collar Brass Set - BLACKINTON	No bid	No bid	
17	Captain Collar Brass Set - BLACKINTON	No bid	No bid	
18	Battalion Chief Collar Brass Set - BLACKINTON	No bid	No bid	
19	Commander Guard Collar Brass Badge Set - BLACKINTON	No bid	No bid	
20	Division Chief - BLACKINTON #A2547/A2907	No bid	No bid	
21	Deputy Chief Collar Brass Set - BLACKINTON #A2547/A2906	No bid	No bid	
22	Chief Collar Brass Set - BLACKINTON #A2547/A2905	No bid	No bid	
23	Lieutenant Hat Badge - BLACKINTON # A2817DE	No bid	No bid	
24	Sergeant Cap Badge - BLACKINTON #A6223	No bid	No bid	
25	Firefighter Cap Badge - BLACKINTON #A698	No bid	No bid	
26	Captain Hat Badge - BLACKINTON #A6197DE	No bid	No bid	
27	Battalion Chief Hat Badge - BLACKINTON A2816DE	No bid	No bid	
28	Commander Badge - BLACKINTON #A2816DE	No bid	No bid	
29	Division Chief Badge - BLACKINTON #A2853DE	No bid	No bid	
30	Deputy Chief Hat Badge - BLACKINTON #A1962DE	No bid	No bid	
31	Chief Hat Badge - BLACKINTON #A2815DE	No bid	No bid	

32	Honor Guard Hat Badge - BLACKINTON #C12571	No bid	No bid	
33	Honor Guard Membership Bar - BLACKINTON #B1942	No bid	No bid	
34	Nameplates	No bid	No bid	
	Clothing - No exceptions where noted			
35	Class A Dress Pants - (men) Flying Cross	No bid	No bid	
	List prices for sizes: 28-42			
	List prices for oversizes: 44-58			
36	Class a Dress Pants - (women) Patriot	No bid	No bid	
	List prices for sizes: 6-20			
	List prices for oversizes: 22-24			
37	Class A Dress Honor Guard Pants (made to measure)	No bid	No bid	
	List prices for sizes: 28-42			
38	Class A Dress Coat - (men) Flying Cross	No bid	No bid	
	List prices for sizes: 34-46			
	List prices for oversizes: 48-50			
	List prices for oversizes: 52-54			
39	Class A Dress Coat - (women) Patriot	No bid	No bid	
	List prices for sizes: 6-20			
	List prices for oversizes: 22-24			
40	Class A Dress Honor Guard Coat	No bid	No bid	
	List prices for sizes: 38-46			
41	Class A Dress Honor Guard Top Coat	No bid	No bid	
	List prices for sizes: 38-46			
	List prices for oversizes: 48-50			
42	Honor Guard Shoulder Cord, 1", 20", 22" adj.	No bid	No bid	
43	Class A Dress Hat	No bid	No bid	
	XS -2 XL			
44	Class A Honor Guard Hat	No bid	No bid	
	XS -2 XL			
	Chief's Hat with Flame Visor			
45	Class A Dress Shoe - Bates 941 High Gloss Military Uniform Oxford	No bid	No bid	
	List prices for men sizes: 4-15 (half sizes 6-12)			
	List prices for women sizes: 5-10 - (half sizes 5 1/2 - 9 1/2)			

46	Dress Belt	No bid	No bid	
	28-42			
	44-54			
47	Honor Guard Parade Belt	No bid	No bid	
	Even sizes 24-60			
48	Ties	No bid	No bid	
	4-in-Hand			
	List prices for men sizes: 18, 20, 22			
	List prices women sizes: 14-16			
49	Long Sleeve White Shirt - Flying Cross #45W6600 men / # 102W6600 ladies	No bid	No bid	
	List prices for men neck sizes: 14-17.5			
	List prices for men neck sizes: 18.5-20			
	List prices for women bust sizes: 30-44			
	List prices for women bust sizes: 46-48			
50	Short Sleeve White Shirt - Flying Cross #95R6600 men / #152R6600 women	No bid	No bid	
	List prices for men - S - XL			
	List prices for men 2XL - 4XL			
	List prices for women bust sizes: 30-44			
	List prices for women bust sizes: 46-48			
51	Long Sleeve Black Shirt - Flying Cross #47W6610 men / # 104W6610 ladies	No bid	No bid	
	List prices for men neck sizes: 14-17.5			
	List prices for men neck sizes: 18.5-20			
	List prices for women bust sizes: 30-44			
	List prices for women bust sizes: 46-48			
52	Short Sleeve Black Shirt - Flying Cross #97R6610 men / #154R6610 women	No bid	No bid	
	List prices for men - S - XL			
	List prices for men 2XL - 4XL			
	List prices for women bust sizes: 30-44			
	List prices for women bust sizes: 46-48			
53	Staff Non-Pleated Black Pant - Flying Cross 3900	No bid	No bid	
	List prices for sizes: 28-42			
	List prices for oversizes: 44-52			

	List price for women sizes: 2-20 even sizes			
54	Physical Training shirts, NEXT LEVEL, s/s, Beefy T-shirt			
	S - XL	\$8.50	\$9.50	12%
	2XL - 4XL	\$12.50	\$13.50	8%
55	Physical Training Shorts - Champro # Boss 9			
	List prices for sizes: Small - XLarge	\$10.65	\$10.65	
	List prices for sizes: 2XL - 3XL	\$12.15	\$12.15	
56	Physical Training Pants - Champro #1550			
	List prices for sizes: Small - XLarge	\$11.95	\$11.95	
	List prices for sizes: 2XL - 3XL	\$13.95	\$13.95	
57	Sweatshirt Crewneck - Jerzees Style #562 Navy & Grey			
	List prices for sizes: Small - XLarge	\$14.50	\$14.50	
	List prices for sizes: 2XL - 3XL	\$16.50	\$16.50	
58	Cap - Embroidered - Navy Blue	\$17.50	\$17.50	
59	Flex-Fit Cap - Embroidered in Navy Blue			
	Red / Silver: SM/Med: LG/XL	\$15.95	\$15.95	
	Red / Gold: SM/Med: LG/XL	\$15.95	\$15.95	
60	Fleece Beanie Hat in Navy Blue	\$8.50	\$9.50	12%
61	Job Shirt - Tri-Mountain # 647 Alarm and # 644 React in Navy Blue			
	# 647 sizes: Small - 4X Large			
	Small - XL	\$65.00	\$67.00	3%
	2XL - 4XL	\$75.00	\$67.00	-11%
	Large Tall 4XL	\$80.00	NA	
62	Boots - Bates #2066 - men's 7 - 12	No bid	No bid	
63	Boots - Bates # 2261	No bid	No bid	
	men's medium - 6-12, 13, 14, 15, 16			
	men's extra wide - 7-12, 13, 14			
64	Boots - USBBK, Redback Only	No bid	No bid	
	List men full sizes: 4-15			
	List men half sizes: 5.5-12.5			
	List men wide width sizes: 15-16			

65	Shoes - #834-633 Men's Oxford Black and #534-6333 Women's Oxford Black	No bid	No bid	
	List prices for men sizes: 7-12			
	List price for men size: 13			
	List price for men size: 14			
	List price for men size: 15			
	List prices for women sizes: 7-12			
	List price for women size: 13			
	List price for women size: 14			
	List price for women size: 15			
66	Nomex Uniform Shirt - Workrite # 720NX45 Short Sleeve in Midnight Blue			
	38-50	\$155.00	\$155.00	
	52-54	\$210.00	\$210.00	
67	Nomex Polo Shirt, Workrite #263TK-67-NB, s/s, in navy			
	S-XL	\$109.00	\$109.00	
	2XL	\$139.00	\$139.00	
68	Nomex Uniform Shirt, Workrite #705NX-45-NV, l/s in navy			
	38-50	\$185.00	\$185.00	
	52-54	\$245.00	\$245.00	
69	Nomex Uniform Shirt, Workrite #701NMX-45-NV, s/s in navy			
	S-XL	\$155.00	\$155.00	
	2XL	\$210.00	\$210.00	
70	Nomex Uniform Shirt, Workrite #706NX-45-NV, l/s in navy			
	S-XL	\$185.00	\$185.00	
	2XL	\$245.00	\$245.00	
71	Nomex Uniform Pant, Workrite #400-NX-75 Industrial or #402-NX-75 in navy			
	List prices for sizes: 28-42	\$175.00	\$175.00	
	List prices for oversizes: 44-56	\$235.00	\$235.00	
72	Nomex Uniform Pant, Workrite #401-NX-75 in navy			
	List prices for sizes: 2-20	\$175.00	\$175.00	
	List prices for oversizes: 22-24	\$235.00	\$235.00	
73	Nomex Uniform Pant, Workrite #401-NX-75-NV in navy			
	List prices for sizes: 2-20	\$175.00	\$175.00	
	List prices for oversizes: 22-24	\$235.00	\$235.00	

74	Nomex Cargo Shorts, Workrite #425NX-60-NV in navy			
	List prices for sizes: 28-42	\$185.00	\$185.00	
	List prices for oversizes: 44-50	\$245.00	\$245.00	
75	Rescue Belt, Rescue Tech #703306, w/"V" ring	No bid	No bid	
	Standard size			
	Over Size			
76	Firefighter Turnout Gear Bag, FIREARTH20-N-107-WH	No bid	No bid	
77	Staff Short Sleeve Tactical Polo Shirt - Propper F534172	No bid	\$44.00	100%
	List price for men sizes: XS-XL			
	List price for men size: 2XL - 6XL			
78	Staff Long Sleeve Tactical Polo Shirt - Propper F5315	No bid	\$44.00	100%
	List price for men sizes: XS-XL			
	List price for men size: 2XL - 6XL			
79	Staff Short Sleeve Tactical Polo Shirt - UFX K5100			
	List price for men sizes: S-XL	\$55.00	No Bid	-100%
	List price for men size: 2XL - 4XL	\$65.00	No Bid	-100%
80	Tactical Pants - Propper # F52550			
	30-42	\$42.00	\$54.00	29%
	44-54			
81	Tactical Pants - Propper #F5252-50 (olive)			
	30-42	No bid	\$44.00	100%
	44-54			
	Recruit Uniforms			
82	T-Shirt Hanes Beefy in Heather Grey			
	List price for sizes: Small-X Large	\$11.95	\$11.95	
	List price for size: 2XL - 3 XL	\$15.95	\$15.95	
83	BDU Pant - Propper # F5201-38-405			
	List price for sizes: Small-X Large	\$35.00	\$35.00	
	List price for sizes: 2X Large-3X Large	\$35.00	\$35.00	
84	AV-56121F, Alert vision 5 point breakaway vest	No bid	No bid	
	List Price for sizes L - 2XL			
85	Sweatshirt Crewneck - Recruit			

	List price for sizes: Small-X Large	\$14.50	\$14.50	
	List price for size: 2XL - 3 XL	\$19.50	\$19.50	
86	Physical Training Shorts _ Recruit			
	List price for sizes: Small-X Large	\$11.95	\$11.95	
	List price for sizes: 2X Large-3X Large	\$14.95	\$14.95	
	Added additional services 8/23/19 per Fire Services request as needed			
88	Hem Pants			
89	Add patch to sleeve			
90	Add collar insignia			
91	Add badge emblem			
92	Add namestrip (if provided)			
93	Add velcro to namestrip			
94	Add 1 gold stripe			
	Add 2 gold stripes			
	Add 3 gold stripes			
	Add 4 gold stripes			
	Add 5 gold stripes			
95	Add 1 Maltese Cross			
	Add 2 Maltese Crosses			
	Add 3 Maltese Crosses			
	Add 4 Maltese Crosses			
	Add 5 Maltese Crosses			
	Add 6 Maltese Crosses			
	Add 7 Maltese Crosses			
	Add 8 Maltese Crosses			
	Add 9 Maltese Crosses			
	Add 10 Maltese Crosses			
96	5.11 Responder Parka - black #48063-019			
	S-XL			
	2XL-4XL			

97	Thorogood Tactical Oxford black #834-6522			
	4-15			
98	Replace Bates 2066 to 2262			
	7-15			
99	Flexfit Cap with HCFS logo, #6580-NV		\$14.95	100%
	S/M, L/XL			
100	Richard 112 Cap with HCFS logo #112		\$13.95	100%
	one size			

Total Price per one of each line item

\$4,197.40 \$4,167.30



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (05/20/24)

REPORT TO: Voting Meeting (05/23/24)

ITEM NO: 243/2024

SUBJECT: Approve the renewal of the annual contract for IFB #016-44 Traffic Control Supplies for Traffic Engineering to Vulcan Signs of Foley, AL. The estimated annual cost is \$60,853.00.

Meetings:

Work Session Date: 05/20/24

Voting Meeting Date: 05/23/24

Executive Summary:

Presenter: BN
Recommendation: Approve.

Purpose of Request: Approve the renewal of the annual contract for IFB #016-44 Traffic Control Supplies for Traffic Engineering to Vulcan Signs of Foley, AL. The estimated annual cost is \$60,853.00.

History: Vulcan Signs is a vendor in good standing with the County and has held previous contracts for traffic control supplies.

Facts and Issues: This is year two (2) of a possible three (3) year contract. There are no price increases for FY 2025.

Options:

Funding Requested	\$ 60,853.00
Are funds within current budget?	No
Source of Funds	
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Buyer	Submit	Approve	Purchasing
-------	--------	---------	------------

Buyer	Submit	Approve	Purchasing
JD	BN	BN	AP
Budget	Finance	Attorney	Administration
EW	TS	WLI	CR
Clerk			
JR			

Attachments:

Financial Supplement
Contract



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 243/2024

Funds Requested: \$ 60,853.00

Request Budgeted: No

Proposed Source of Funding:

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	272-DEVELOPMENT SERVICES FUND	4971-ENGINEERING	531104-SIGNS	\$60,853.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: BN

Phone: 678780684



Hall County Government
FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

Date: 04/24/2024

To: Richard Higgins, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached bid/contract award documents for:

Bid/Contract No: 016-44-1

Bid/Contract Name: Traffic Control Supplies Annual Contract

Department(s) Requesting Contract: Public Works

Award Recipient Name: Vulcan Signs

Contract Description:

Annual Contract New Renewal

Prior Year's Spend: \$46,682

Price Increase Requested Increase Percentage: 0%

Project/Service Contract Estimated Amount: \$0

Product Contract Estimated Amount: \$60,853

Comments: Year two (2) of a possible three (3) year contract. Vulcan has been the contract holder for many years and is in good standing with the County. There are no price increases for FY25.

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR
Taylor Samples, CPA

Contract Renewal #1

Traffic Control Supplies Annual Contract

March 14, 2024

Whereas, the County desires to Renew the Contract period for a one year period through June 30, 2025, in accordance with the terms and conditions of Bid #013-44, Traffic Control Supplies Annual Contract for dated May 9, 2023: and

Whereas, the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the Renewal as stated and therefore, the above numbered contract is hereby changed as follows:


1. By extending the Contract Term through June 30, 2025,
2. Allow for price adjustments as agreed to and recorded in Attachment A,
3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved in writing prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

Therefore, With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

Vulcan Signs

HALL COUNTY, GEORGIA

By: 
 Print Name: David B Beviacqua
 Title: Vice President/GM

By: _____
 Richard Higgins, Chairman
 Board of Commissioners

Date: _____

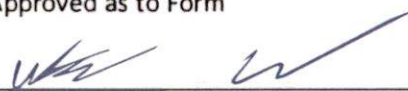
Sworn to and subscribed before me this

Attestment: _____
 County Clerk

18th Day of March, 2024

Approved as to Form

Notary Public: 
 Notary commission expires: 06/10/2026


 Nathaniel R. Anderson,
 Senior Assistant County Attorney



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (05/20/24)

REPORT TO: Voting Meeting (05/23/24)

ITEM NO: 237/2024

SUBJECT: Approve the renewal of the annual contract for RFQ/P #44-005 Demand Services for On-Call Right of Way Services to Atlas Technical Consultants, LLC of Duluth, GA, BM&K, PC of Braselton, GA, Croy Engineering, LLC of Marietta, GA, Johnson, Mirmiran & Thompson, Inc. of Hunt Valley, MD, and THC, Inc. of Duluth, GA. The estimated annual cost is \$600,000.00.

Meetings:

Work Session Date: 05/20/24

Voting Meeting Date: 05/23/24

Executive Summary:

Presenter: BN

Recommendation:

Approve.

Purpose of Request:

Approve the renewal of the annual contract for RFQ/P #44-005 Demand Services for On-Call Right of Way Services to Atlas Technical Consultants, LLC of Duluth, GA, BM&K, PC of Braselton, GA, Croy Engineering, LLC of Marietta, GA, Johnson, Mirmiran & Thompson, Inc. of Hunt Valley, MD, and THC, Inc. of Duluth, GA. The estimated annual cost is \$600,000.00.

History:

Facts and Issues:

This is to approve year two (2) of a possible five (5) year contract for Demand Services for On-Call Right of Way Services.

Options:

Funding Requested	\$ 600,000.00
Are funds within current budget?	Yes
Source of Funds	Various
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2024-06-30

Approvals:

Buyer	Submit	Approve	Purchasing
AY	BN	BN	AP
Budget	Finance	Attorney	Administration
EW	TS	WLI	CR
Clerk			
JR			

Attachments:

- Financial Supplement
- Atlas Technical Consultants - Contract
- BM&K, PC - Contract
- Croy Engineering - Contract
- Johnson, Mirmiran & Thompson, Inc - Contract
- THC, Inc - Contract



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 237/2024

Funds Requested: \$ 600,000.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Various

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	TBD	TBD	521000- PROFESSIONAL SERVICES	\$600,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: BN

Phone: 678-780-6843



Hall County Government

FINANCIAL SERVICES

CONTRACT RENEWAL SIGNATURE REQUEST

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR
Taylor Samples, CPA

Date: 04/24/2024

To: Richard Higgins, Chairman, BOC

From: Andrew Youngblood, Purchasing Supervisor

Your signature is requested to execute the attached contract renewal document for:

Bid/Contract No: 44-005-1

Bid/Contract Name: Demand Services for On-Call Right of Way Services

Department(s) Requesting Contract: Public Works and Utilities

Award Recipient Name: Atlas Technical Consultants, LLC

HCAM Item: 237/2024

Contract Description:

Annual Contract New Renewal

Prior Year's Spend: \$37,387.25

Price Increase Requested Increase Percentage: 0%

Project/Service Contract Awarded Amount: \$0

Product Contract Awarded Amount:

Comments: Year two (2) of a possible five (5) year contract.

Since May 1, 2023, we have spent approximately \$37,387.25 with Atlas Technical Consultants, LLC.

**CONTRACT RENEWAL SIGNATURE REQUEST
PRICE INCREASE DETAILS**

Bid/Contract No: 44-005-1

Bid/Contract Name: Demand Services for On-Call Right of Way Services

No price increases proposed for FY2025.

Contract Renewal #1
for
Year Two (2) of Five (5)

Title: #44-005 Demand Services for On-Call Right of Way Services

Date: March 25, 2024

Whereas, Contract #44-005 remains in force between Hall County, Georgia (Herein "County") located at 2875 Browns Rd., Gainesville, Georgia 30504 and Atlas Technical Consultants LLC of 2450 Commerce Ave, Suite 100, Duluth, GA 30096 until June 30, 2025, and

Whereas, the Parties desire to extend the contract period for an additional one (1) year term from July 1, 2024, through June 30, 2025 in accordance with the same Terms and Conditions and pricing of Contract #44-005 dated June 21, 2023, and

Whereas the Contractor has agreed to this renewal and agrees to provide services previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the renewal as stated and therefore, the above numbered contract is hereby modified as follows:

1. By extending the contract term through June 30, 2025,
2. Allow for price adjustments, if any, as agreed and recorded on Attachment A,
3. Change Orders: Any and all change orders must be approved by the County's Purchasing Division prior to any additional work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order may be rejected and not compensated.

Therefore, with the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

IN WITNESS WHEREOF, said Parties have hereunto affixed their signature and seal on the day, month, and year below.

Atlas Technical Consultants LLC

By: Todd Long
Print Name: Todd I. Long, PE, PTOE
Title: Southern States Hub Leader

Hall County, Georgia

By: _____
Richard Higgins, Chairman
Hall County Board of Commissioners

Date: _____

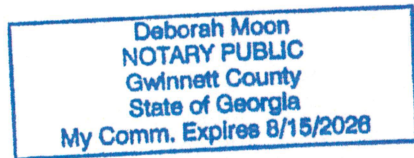
Sworn to and subscribed before me this
27th Day of March, 2024

Attestment: _____
Board of Commissioners Clerk

Notary Public: Deborah Moon

Approved as to Form: [Signature]

Notary commission expires: 8.15.2026
[Locus Sigilli – Seal or Stamp]





Hall County Government

FINANCIAL SERVICES

CONTRACT RENEWAL SIGNATURE REQUEST

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR
Taylor Samples, CPA

Date: 04/24/2024

To: Richard Higgins, Chairman, BOC

From: Andrew Youngblood, Purchasing Supervisor

Your signature is requested to execute the attached contract renewal document for:

Bid/Contract No: 44-005-1

Bid/Contract Name: Demand Services for On-Call Right of Way Services

Department(s) Requesting Contract: Public Works and Utilities

Award Recipient Name: BM&K, PC

HCAM Item: 237/2024

Contract Description:

Annual Contract New Renewal

Prior Year's Spend: \$0.00

Price Increase Requested Increase Percentage: 0%

Project/Service Contract Awarded Amount: \$0

Product Contract Awarded Amount:

Comments: Year two (2) of a possible five (5) year contract.

Since May 1, 2023, we have spent \$0.00 with BM&K, PC.

**CONTRACT RENEWAL SIGNATURE REQUEST
PRICE INCREASE DETAILS**

Bid/Contract No: 44-005-1

Bid/Contract Name: Demand Services for On-Call Right of Way Services

No price increases proposed for FY2025.

Contract Renewal #1
for
Year Two (2) of Five (5)

Title: #44-005 Demand Services for On-Call Right of Way Services

Date: March 22, 2024

Whereas, Contract #44-005 remains in force between Hall County, Georgia (Herein "County") located at 2875 Browns Rd., Gainesville, Georgia 30504 and BM&K, PC of 6700 Hwy 53, Braselton, GA 30517 until June 30, 2025, and

Whereas, the Parties desire to extend the contract period for an additional one (1) year term from July 1, 2024, through June 30, 2025 in accordance with the same Terms and Conditions and pricing of Contract #44-005 dated June 21, 2023, and

Whereas the Contractor has agreed to this renewal and agrees to provide services previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the renewal as stated and therefore, the above numbered contract is hereby modified as follows:

1. By extending the contract term through June 30, 2025,
2. Allow for price adjustments, if any, as agreed and recorded on Attachment A,
3. Change Orders: Any and all change orders must be approved by the County's Purchasing Division prior to any additional work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order may be rejected and not compensated.

Therefore, with the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

IN WITNESS WHEREOF, said Parties have hereunto affixed their signature and seal on the day, month, and year below.

BM&K, PC

Hall County, Georgia

By: [Signature]

By: _____

Print Name: DONALD CLERICI, PE

Richard Higgins, Chairman
Hall County Board of Commissioners

Title: PRESIDENT

Date: _____

Sworn to and subscribed before me this

Attestment: _____

26TH Day of MARCH, 2024

Board of Commissioners Clerk

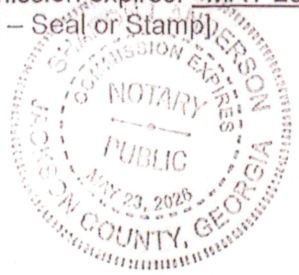
Approved as to Form:

Notary Public: [Signature]

[Signature]

Notary commission expires: MAY 23, 2026

[Locus Sigilli – Seal or Stamp]





Hall County Government
FINANCIAL SERVICES

CONTRACT RENEWAL SIGNATURE REQUEST

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR
Taylor Samples, CPA

Date: 04/24/2024

To: Richard Higgins, Chairman, BOC

From: Andrew Youngblood, Purchasing Supervisor

Your signature is requested to execute the attached contract renewal document for:

Bid/Contract No: 44-005-1

Bid/Contract Name: Demand Services for On-Call Right of Way Services

Department(s) Requesting Contract: Public Works and Utilities

Award Recipient Name: Croy Engineering, LLC

HCAM Item: 237/2024

Contract Description:

Annual Contract New Renewal

Prior Year's Spend: \$339,420.34

Price Increase Requested Increase Percentage: 0%

Project/Service Contract Awarded Amount: \$0

Product Contract Awarded Amount:

Comments: Year two (2) of a possible five (5) year contract.

Since May 1, 2023, we have spent approximately \$339,420.34 with Croy Engineering, LLC.

**CONTRACT RENEWAL SIGNATURE REQUEST
PRICE INCREASE DETAILS**

Bid/Contract No: 44-005-1

Bid/Contract Name: Demand Services for On-Call Right of Way Services

No price increases proposed for FY2025.

Contract Renewal #1
for
Year Two (2) of Five (5)

Title: #44-005 Demand Services for On-Call Right of Way Services

Date: March 22, 2024

Whereas, Contract #44-005 remains in force between Hall County, Georgia (Herein "County") located at 2875 Browns Rd., Gainesville, Georgia 30504 and Croy Engineering, LLC of 200 Cobb Parkway North, Suite 413, Marietta, GA 30062 until June 30, 2025, and

Whereas, the Parties desire to extend the contract period for an additional one (1) year term from July 1, 2024, through June 30, 2025 in accordance with the same Terms and Conditions and pricing of Contract #44-005 dated June 21, 2023, and

Whereas the Contractor has agreed to this renewal and agrees to provide services previously supplied in accordance with the original agreement; and

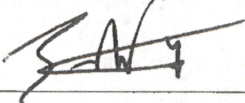
Whereas, with both parties agreeing to the renewal as stated and therefore, the above numbered contract is hereby modified as follows:

1. By extending the contract term through June 30, 2025,
2. Allow for price adjustments, if any, as agreed and recorded on Attachment A,
3. Change Orders: Any and all change orders must be approved by the County's Purchasing Division prior to any additional work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order may be rejected and not compensated.

Therefore, with the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

IN WITNESS WHEREOF, said Parties have hereunto affixed their signature and seal on the day, month, and year below.

Croy Engineering, LLC

By: 

Print Name: Eddie Wyle

Title: COO

Hall County, Georgia

By: _____

Richard Higgins, Chairman
Hall County Board of Commissioners

Date: _____

Sworn to and subscribed before me this

27 Day of March, 2024

Notary Public: 

Notary commission expires: 12/13/2025
[Locus Sigilli – Seal or Stamp]

Attestment: _____

Board of Commissioners Clerk

Approved as to Form:







Hall County Government

FINANCIAL SERVICES

CONTRACT RENEWAL SIGNATURE REQUEST

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR
Taylor Samples, CPA

Date: 04/24/2024

To: Richard Higgins, Chairman, BOC

From: Andrew Youngblood, Purchasing Supervisor

Your signature is requested to execute the attached contract renewal document for:

Bid/Contract No: 44-005-1

Bid/Contract Name: Demand Services for On-Call Right of Way Services

Department(s) Requesting Contract: Public Works and Utilities

Award Recipient Name: Johnson, Mirmiran & Thompson, Inc

HCAM Item: 237/2024

Contract Description:

Annual Contract New Renewal

Prior Year's Spend: \$0.00

Price Increase Requested Increase Percentage: 0%

Project/Service Contract Awarded Amount: \$0

Product Contract Awarded Amount:

Comments: Year two (2) of a possible five (5) year contract.

Since May 1, 2023, we have spent \$0.00 with Johnson, Mirmiran & Thompson, Inc.

**CONTRACT RENEWAL SIGNATURE REQUEST
PRICE INCREASE DETAILS**

Bid/Contract No: 44-005-1

Bid/Contract Name: Demand Services for On-Call Right of Way Services

No price increases proposed for FY2025.

Contract Renewal #1
for
Year Two (2) of Five (5)

Title: #44-005 Demand Services for On-Call Right of Way Services

Date: March 22, 2024

Whereas, Contract #44-005 remains in force between Hall County, Georgia (Herein "County") located at 2875 Browns Rd., Gainesville, Georgia 30504 and Johnson, Mirmiran & Thopson, Inc of 40 Wright Ave, Hunt Valley, MD 21030 until June 30, 2025, and

Whereas, the Parties desire to extend the contract period for an additional one (1) year term from July 1, 2024, through June 30, 2025 in accordance with the same Terms and Conditions and pricing of Contract #44-005 dated June 21, 2023, and

Whereas the Contractor has agreed to this renewal and agrees to provide services previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the renewal as stated and therefore, the above numbered contract is hereby modified as follows:

1. By extending the contract term through June 30, 2025,
2. Allow for price adjustments, if any, as agreed and recorded on Attachment A,
3. Change Orders: Any and all change orders must be approved by the County's Purchasing Division prior to any additional work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order may be rejected and not compensated.

Therefore, with the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

IN WITNESS WHEREOF, said Parties have hereunto affixed their signature and seal on the day, month, and year below.

Johnson, Mirmiran & Thompson, Inc

Hall County, Georgia

By: [Signature]

By: _____

Print Name: JAMES K. O'CONNOR

Richard Higgins, Chairman
Hall County Board of Commissioners

Title: SENIOR VICE PRESIDENT

Date: _____

Sworn to and subscribed before me this

Attestment: _____

25TH Day of MARCH, 2024

Board of Commissioners Clerk

Notary Public:

[Signature: Lorrin Lenarz]

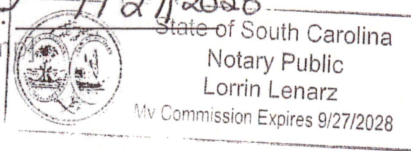
Approved as to Form:

[Signature]

Notary commission expires.

9/27/2028

[Locus Sigilli – Seal or Stamp]





Hall County Government
FINANCIAL SERVICES

CONTRACT RENEWAL SIGNATURE REQUEST

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR
Taylor Samples, CPA

Date: 04/24/2024

To: Richard Higgins, Chairman, BOC

From: Andrew Youngblood, Purchasing Supervisor

Your signature is requested to execute the attached contract renewal document for:

Bid/Contract No: 44-005-1

Bid/Contract Name: Demand Services for On-Call Right of Way Services

Department(s) Requesting Contract: Public Works and Utilities

Award Recipient Name: THC, Inc

HCAM Item: 237/2024

Contract Description:

Annual Contract New Renewal

Prior Year's Spend: \$0.00

Price Increase Requested Increase Percentage: 0%

Project/Service Contract Awarded Amount: \$0

Product Contract Awarded Amount:

Comments: Year two (2) of a possible five (5) year contract.

Since May 1, 2023, we have spent \$0.00 with THC, Inc.

**CONTRACT RENEWAL SIGNATURE REQUEST
PRICE INCREASE DETAILS**

Bid/Contract No: 44-005-1

Bid/Contract Name: Demand Services for On-Call Right of Way Services

No price increases proposed for FY2025.

Contract Renewal #1
for
Year Two (2) of Five (5)

Title: #44-005 Demand Services for On-Call Right of Way Services

Date: March 22, 2024

Whereas, Contract #44-005 remains in force between Hall County, Georgia (Herein "County") located at 2875 Browns Rd., Gainesville, Georgia 30504 and THC, Inc of 3300 Breckinridge Blvd, Suite 200, Duluth, GA 30096 until June 30, 2025, and

Whereas, the Parties desire to extend the contract period for an additional one (1) year term from July 1, 2024, through June 30, 2025 in accordance with the same Terms and Conditions and pricing of Contract #44-005 dated June 21, 2023, and

Whereas the Contractor has agreed to this renewal and agrees to provide services previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the renewal as stated and therefore, the above numbered contract is hereby modified as follows:

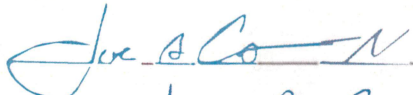
1. By extending the contract term through June 30, 2025,
2. Allow for price adjustments, if any, as agreed and recorded on Attachment A,
3. Change Orders: Any and all change orders must be approved by the County's Purchasing Division prior to any additional work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order may be rejected and not compensated.

Therefore, with the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

IN WITNESS WHEREOF, said Parties have hereunto affixed their signature and seal on the day, month, and year below.

THC, Inc

Hall County, Georgia

By: 
Print Name: Joe A. Carroll
Title: President

By: _____
Richard Higgins, Chairman
Hall County Board of Commissioners
Date: _____

Sworn to and subscribed before me this
25th Day of March, 2024

Attestment: _____
Board of Commissioners Clerk

Approved as to Form:

Notary Public: 
Notary commission expires: 4/5/25
[Locus Sigilli – Seal or Stamp]







AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (05/20/24)

REPORT TO: Voting Meeting (05/23/24)

ITEM NO: 240/2024

SUBJECT: Approve the renewal of the annual contract for RFQ/P #41-006 Engineering Demand Services for Hall County Sewer System for Public Works & Utilities to Civil Engineering Consultants, Inc. of Marietta, GA, AECOM of Atlanta, GA and Tetra Tech, Inc. of Atlanta, GA. The estimated annual cost is \$600,000.00.

Meetings:

Work Session Date: 05/20/24

Voting Meeting Date: 05/23/24

Executive Summary:

Presenter: BN

Recommendation:
Approve.

Purpose of Request:

Approve the renewal of the annual contract for RFQ/P #41-006 Engineering Demand Services for Hall County Sewer System for Public Works & Utilities to Civil Engineering Consultants, Inc. of Marietta, GA, AECOM of Atlanta, GA and Tetra Tech, Inc. of Atlanta, GA. The estimated annual cost is \$600,000.00.

History:

This Demand Service bid was issued for FY2021. This is year five (5) of a five (5) year contract. All three (3) vendors are in good standing on this contract within the County.

Facts and Issues:

This is year five (5) of five (5) year contract term, and all vendors are performing well for the County on their various projects.

Options:

Funding Requested	\$ 600,000.00
Are funds within current budget?	Yes
Source of Funds	Various
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Buyer	Submit	Approve	Purchasing
CW	BN	BN	AP
Budget	Finance	Attorney	Administration
EW	TS	WLI	CR
Clerk			
JR			

Attachments:

- Financial Supplement
- Contracts
- AECOM Price Increase
- Tetra Tech Price Increase



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 240/2024

Funds Requested: \$ 600,000.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Various

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	TBD	4430-SPOUT SPRINGS RECLAMATIONPLANT	541400- INFRASTRUCTURE	\$600,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: BN

Phone: 770-531-6800



Hall County Government
FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR
Taylor Samples, CPA

Date: 04/10/2024

To: Richard Higgins, Chairman, BOC

From: Cheryl Wright, Buyer

Your signature is requested to execute the attached bid/contract award documents for:

Bid/Contract No: 41-006-4

Bid/Contract Name: Engineering Demand Services for North Hall County and South Hall Sewer System

Department(s) Requesting Contract: Public Works

Award Recipient Name: Civil Engineering Consultants, Marietta, GA, AECOM, Atlanta, GA and Tetra Tech, Atlanta, GA

Contract Description:

Annual Contract New Renewal

Prior Year's Spend: \$470,682

Price Increase Requested Increase Percentage: 3.41-9.28%

Project/Service Contract Estimated Amount: \$600,000

Product Contract Awarded Amount: \$0

Comments: Year five (5) of a five (5) year contract.

**CONTRACT EXECUTION SIGNATURE REQUEST
PRICE INCREASE DETAILS**

Bid/Contract No: 41-006

Bid/Contract Name: Engineering Demand Services for North Hall and South Hall County Sewer System - Renewal contract for FY25. Vendors held previous contracts for the last four (4) years and are vendors in good standing with the County. Civil Engineering Consultants does not have a price increase for FY25. AECOM has a 3.41% increase and Tetra Tech has an 9.28% increase for FY25.

Contract Renewal #4

Engineering Demand Services for North Hall County Sewer System

March 20, 2024

Whereas, the County desires to extend the contract period for a one year period through June 30, 2025, in accordance with the terms and conditions of Bid #41-006, Engineering Demand Services for North Hall County Sewer System, dated September 1, 2020 and

Whereas, the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the extension as stated and therefore, the above numbered contract is hereby changed as follows:

1. By extending the contract coverage for a one year period through June 30, 2025,
2. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved per the County's Purchasing Policies through the Contract Administrator prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

Therefore, With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

CIVIL ENGINEERING CONSULTANTS

HALL COUNTY, GEORGIA

By: Andrew E. Lovejoy
Print Name: Andrew E. Lovejoy, P.E.
Title: President

By: _____
Richard Higgins, Chairman
Hall County Board of Commissioners

Date: _____

Sworn to and subscribed before me this

Attestment: _____
County Clerk

20th Day of March, 2024

Approved as to Form

Notary Public: Robin Argo Simoglou

Justin R. Lawhon

Notary commission expires: 7/11/26

Robin Argo Simoglou
Notary Public, Cobb County, Georgia
My Commission Expires 07/11/2026

APPROVED AS TO FORM
Justin R. Lawhon
Justin R. Lawhon,
Senior Assistant County Attorney

Contract Renewal #4

Engineering Demand Services for North Hall County Sewer System

March 20, 2024

Whereas, the County desires to extend the contract period for a one year period through June 30, 2025, in accordance with the terms and conditions of Bid #41-006, Engineering Demand Services for North Hall County Sewer System, dated September 1, 2020 and

Whereas, the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the extension as stated and therefore, the above numbered contract is hereby changed as follows:

1. By extending the contract coverage for a one year period through June 30, 2025,
2. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved per the County's Purchasing Policies through the Contract Administrator prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

Therefore, With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

AECOM

HALL COUNTY, GEORGIA

By: *Tina S. Houston*
 Print Name: TINA S. Houston
 Title: Authorized Signatory

By: _____
 Richard Higgins, Chairman
 Hall County Board of Commissioners

Date: _____

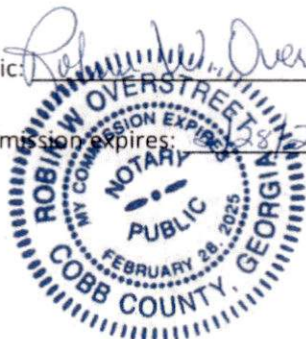
Sworn to and subscribed before me this
21st Day of March, 2024

Attestment: _____
 County Clerk

Approved as to Form

Notary Public: *Robin W. Overstreet* _____

Notary commission expires: 28/2025



APPROVED AS TO FORM
Justin R. Lawhon
 Justin R. Lawhon,
 Senior Assistant County Attorney

State of Georgia
County of Hall

Contract #41-006-4

Attachment A

Engineering Demand Services for North Hall County Sewer System

March 20, 2024

Whereas, the Contractor and the County have agreed to a change in the contract prices and have recorded them below, and have both agreed to their rates, the prices associated with this contract are hereby changed upon approval of the County:

SEE ATTACHED FOR
REVISED
RATES

Contract Renewal #4

Engineering Demand Services for South Hall County Sewer System

April 1, 2024

Whereas, the County desires to extend the contract period for a one year period through June 30, 2025, in accordance with the terms and conditions of Bid #41-006, Engineering Demand Services for South Hall County Sewer System, dated October 19, 2020 and

Whereas, the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the extension as stated and therefore, the above numbered contract is hereby changed as follows:

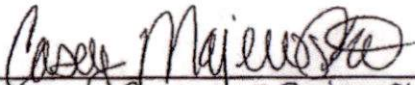
1. By extending the contract coverage for a one year period through June 30, 2025,
2. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved per the County's Purchasing Policies through the Contract Administrator prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

Therefore, With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

TETRA TECH

HALL COUNTY, GEORGIA

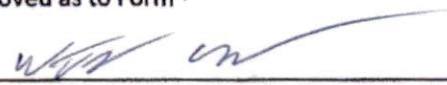
By: 
 Print Name: Casey Majewski
 Title: Regional Manager

By: _____
 Richard Higgins, Chairman
 Hall County Board of Commissioners

Date: _____

Sworn to and subscribed before me this
 _____ Day of _____, 2024

Attestment: _____
 County Clerk

Approved as to Form


Notary Public: _____

Notary commission expires: _____

See Attachment

RFQ #41-006 Engineering Demand Services for Hall County Sewer System Hall County, GA		AECOM		
		2024 Professional Hourly Billing Rate	2025 Professional Hourly Billing Rate	
	Professional Title & Classification	Unit Price	Unit Price	% Increase
	Principal-In-Charge*	\$280.00	\$280.00	0.00%
	Contract Manager	\$260.00	\$269.00	3.46%
	Technical Advisor, Senior	\$276.00	\$285.00	3.26%
	Technical Advisor	\$207.00	\$214.00	3.38%
	Task Manager	\$247.00	\$255.00	3.24%
	Accountant, Associate	\$103.00	\$107.00	3.88%
	Accountant	\$124.00	\$128.00	3.23%
	Accountant, Senior	\$138.00	\$143.00	3.62%
	Administrative Assistant/Clerical	\$90.00	\$93.00	3.33%
	Administrative Assistant/Clerical, Senior	\$110.00	\$114.00	3.64%
	Architect, Associate	\$94.00	\$97.00	3.19%
	Architect	\$106.00	\$109.00	2.83%
	Architect, Project	\$188.00	\$194.00	3.19%
	Architect, Senior	\$228.00	\$236.00	3.51%
	Construction Manager	\$148.00	\$154.00	4.05%
	Construction Manager, Project	\$195.00	\$202.00	3.59%
	Construction Manager, Senior	\$224.00	\$232.00	3.57%
	Contract Administrator/Controls	\$178.00	\$184.00	3.37%
	Senior Contract Administrator/Controls	\$178.00	\$184.00	3.37%
	Designer/CADD, Associate	\$103.00	\$107.00	3.88%
	Designer/CADD	\$127.00	\$132.00	3.94%
	Designer/CADD, Project	\$154.00	\$160.00	3.90%
	Designer/CADD, Senior	\$170.00	\$176.00	3.53%
	Engineer I	\$103.00	\$107.00	3.88%
	Engineer II	\$127.00	\$132.00	3.94%
	Engineer III	\$148.00	\$153.00	3.38%
	Engineer IV	\$164.00	\$170.00	3.66%
	Engineer V	\$190.00	\$197.00	3.68%
	Engineer VI	\$223.00	\$230.00	3.14%
	Engineer VII	\$248.00	\$257.00	3.63%
	Engineer VIII	\$262.00	\$271.00	3.44%
	Engineer VIII	\$275.00	\$285.00	3.64%
	Design Manager	\$247.00	\$255.00	3.24%
	Design Manager, Senior	\$258.00	\$267.00	3.49%
	GIS Technician I	\$92.00	\$95.00	3.26%
	GIS Technician II	\$109.00	\$113.00	3.67%
	GIS Technician III	\$143.00	\$148.00	3.50%

	GIS Manager	\$170.00	\$176.00	3.53%
	Health & Safety Manager / CIH	\$253.00	\$262.00	3.56%
	Health & Safety Specialist	\$138.00	\$143.00	3.62%
	Planner/Economist I	\$99.00	\$102.00	3.03%
	Planner/Economist II	\$143.00	\$148.00	3.50%
	Planner/Economist III	\$166.00	\$172.00	3.61%
	Planner/Economist IV	\$238.00	\$246.00	3.36%
	Scientist, Associate	\$106.00	\$109.00	2.83%
	Scientist	\$132.00	\$137.00	3.79%
	Scientist, Project	\$161.00	\$166.00	3.11%
	Scientist, Senior	\$212.00	\$220.00	3.77%
	Specifications Manager	\$167.00	\$173.00	3.59%
	Specifications Writer	\$109.00	\$113.00	3.67%
	2 Person Survey Crew	\$184.00	\$190.00	3.26%
	3 Person Survey Crew	\$207.00	\$214.00	3.38%
	Project Surveyor Technician	\$161.00	\$166.00	3.11%
	Senior Surveyor Technician	\$184.00	\$190.00	3.26%
	Survey, Project Manager (Registered Land Surveyor)	\$184.00	\$190.00	3.26%
	Survey, Principal (Registered Land Surveyor)	\$212.00	\$220.00	3.77%
	Technician I	\$80.00	\$83.00	3.75%
	Technician II	\$106.00	\$109.00	2.83%
	Technician III	\$129.00	\$133.00	3.10%
			Avg Increase	3.41%



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (05/20/24)
REPORT TO: Voting Meeting (05/23/24)
ITEM NO: 230/2024
SUBJECT: Approve the renewal of the annual contract for RFQ/P #43-004 Sewer System Operations Service for Public Works & Utilities to ClearWater Solutions, LLC of Auburn, AL. The estimated annual cost is \$974,841.00.

Meetings:

Work Session Date: 05/20/24

Voting Meeting Date: 05/23/24

Executive Summary:

Presenter: BN
Recommendation: Approve.

Purpose of Request: Approve the renewal of the annual contract for RFQ/P #43-004 Sewer System Operations Service for Public Works & Utilities to ClearWater Solutions, LLC of Auburn, AL. The estimated annual cost is \$974,841.00.

History: This bid was awarded to ClearWater Solutions, LLC, in April 2022 for FY 2023.

Facts and Issues: This is year three (3) of a five (5) year contract. ClearWater Solutions, LLC is in good standing within the County. As part of the contract, Clearwater will perform a service to rate the condition and inventory of the County's existing sewer lines over the five-year contract period.

Options:

There is potentially a 15.2% price decrease for the contract for FY25. This is due to removing their coordinating power bills from the scope. Hall County Sustainability officer will perform

Funding Requested	\$ 974,841.00
Are funds within current budget?	Yes
Source of Funds	Sewer Fund

Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.? Yes

Has it been reviewed by the County Attorney? Yes

Is there a deadline for this item?

Approvals:

Buyer	Submit	Approve	Purchasing
CW	BN	BN	AP
Budget	Finance	Attorney	Administration
EW	TS	WLI	CR
Clerk			
JR			

Attachments:

Financial Supplement

Contract

Annual Cost Breakdown



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 230/2024

Funds Requested: \$ 974,841.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Sewer Fund

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	505-WATER AND SEWER FUND	4430-SPOUT SPRINGS RECLAMATIONPLANT	521000-PROFESSIONAL SERVICES	\$974,841.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: BN

Phone: 770-531-6800



Hall County Government

FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

Date: 04/04/2024

To: Richard Higgins, Chairman, BOC

From: Cheryl Wright, Buyer

Your signature is requested to execute the attached bid/contract award documents for:

Bid/Contract No: 43-004-2

Bid/Contract Name: Operations Service Contract for Hall County Sewer System

Department(s) Requesting Contract: Public Works

Award Recipient Name: Clear Water Solutions

Contract Description:

Annual Contract New Renewal

Prior Year's Spend: \$1,149,652

Price Increase Requested **Decrease** Percentage: -15.20%

Project/Service Contract Estimated Amount: \$974,841

Product Contract Awarded Amount: \$0

Comments: Year three (3) of a five (5) year contract.

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR
Taylor Samples, CPA

**CONTRACT EXECUTION SIGNATURE REQUEST
PRICE INCREASE DETAILS**

Bid/Contract No: 43-004

Bid/Contract Name: Operations Service Contract for Hall County Sewer System - Renewal contract for FY25. This also includes money for four (4) additional lift stations. Vendor held previous contract for the last two (2) years and is a vendor in good standing with the County. There is a price decrease of 15.2% for FY25.

Contract Renewal #2

Operations Service Contract for Hall County Sewer System

March 20, 2024

Whereas, the County desires to extend the contract period for a one year period through June 30, 2025, in accordance with the terms and conditions of Bid #43-004, Operations Service Contract for Hall County Sewer System, dated May 7, 2022 and

Whereas, the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the extension as stated and therefore, the above numbered contract is hereby changed as follows:

1. By extending the contract coverage for a one year period through June 30, 2025,
2. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved per the County's Purchasing Policies through the Contract Administrator prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

Therefore, With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

CLEARWATER SOLUTIONS

HALL COUNTY, GEORGIA

By: DL
Print Name: Dana Hill
Title: VP of Operations

By: _____
Richard Higgins, Chairman
Hall County Board of Commissioners

Date: _____

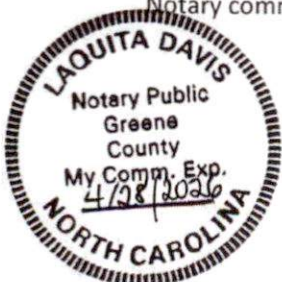
Sworn to and subscribed before me this
28 Day of March, 2024

Attestment: _____
County Clerk

Approved as to Form

Notary Public: Laquita Davis

Notary commission expires: 4/28/2026



APPROVED AS TO FORM

Justin R. Lawhon
Justin R. Lawhon,
Senior Assistant County Attorney

Attachment A

Operations Service Contract for Hall County Sewer System

March 20, 2024

Whereas, the Contractor and the County have agreed to a change in the contract prices and have recorded them below, and have both agreed to their rates, the prices associated with this contract are hereby changed upon approval of the County:

Fiscal Year 2025 - Renewal Pricing

Operational Expense \$629,941

Rebateable repair and Maintenance Expense = \$220,500

Rebateable Chemicals Expense = \$110,000

Total 2025 Annual Operations Fee = \$960,441

Total Annual Operations Fee of \$960,441 will give CWS the ability to continue the successful operations of the Hall County System. The annual fee includes laboratory expenses, tools and equipment, corporate expenses, and all costs associated with our employees.

Included with the total annual operations fee outlined above is a rebateable repair and maintenance account of \$330,500 per year, billed monthly. This account will set aside \$110,000 for chemicals and \$220,500 for repair and maintenance expenses. These two accounts would be treated seperately and each would provide rebates back to Hall County for money not spent. Any leftover funds would be refunded to the County, and any overages would be refunded to CWS, at the end of each year.

RFP #:	43-004-2			Clear Water Solutions, LLC	Clear Water Solutions, LLC	Clear Water Solutions, LLC
Sewer System Operation Services for Hall County				Auburn, AL	Auburn, AL	Auburn, AL
ITEM NO.	ITEM DESCRIPTION	Typical Qty.	Unit	FY25 PRICE	FY24 PRICE	FY23 Price
1	Chemicals	1	Annual	\$110,000.00	\$117,040.00	\$110,000.00
2	Electrical	1	Annual	\$0.00	\$239,400.00	\$225,000.00
3	R&M	1	Annual	\$220,500.00	\$234,612.00	\$220,500.00
4	Operating	1	Annual	\$629,941.00	\$558,600.00	\$525,000.00
5	Additional Lift Stations	1	Annual	\$14,400.00	\$0.00	\$0.00
Total Estimated Annual Fee for Operation				\$974,841.00	\$1,149,652.00	\$1,080,500.00

Requesting 15.2% decrease for FY25



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (05/20/24)
REPORT TO: Voting Meeting (05/23/24)
ITEM NO: 275/2024
SUBJECT: Approve the sole source purchase of In-Lieu Fee Credits related to Sardis Road Connector Project for Public Works & Utilities to Georgia-Alabama Land Trust, Inc. of Piedmont, AL, in the amount of \$2,379,500.00.

Meetings:

Work Session Date: 05/20/24

Voting Meeting Date: 05/23/24

Executive Summary:

Presenter: BN
Recommendation:
Approve

Purpose of Request:
Approve the sole source purchase of In-Lieu Fee Credits related to Sardis Road Connector Project for Public Works & Utilities to Georgia-Alabama Land Trust, Inc. of Piedmont, AL, in the amount of \$2,379,500.00.

History:

Facts and Issues:
The USACE RGP 34 Permit documents work to permanently impact 1,458 linear feet (lf) (0.51 acre) of perennial stream, 143 lf (0.03 acre) of intermittent streams, and 0.3 acre of wetland and to temporarily impact 166 lf (0.05 acre) of perennial streams and 50 lf (0.01 acre) of intermittent streams associated with the construction of a connector between State Route (SR) 60 and Sardis Road.

Options:

A total of 1,189.75 (2018 Stream credits) are required to be purchased to offset proposed impacts to waters of the United States.

Funding Requested \$ 2,379,500.00
Are funds within current budget? Yes
Source of Funds SPLOST VIII

Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?

Yes

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item?

2024-05-23

Approvals:

Submit	Approve	Budget	Finance
BN	BN	EW	TS
Attorney	Administration	Clerk	
WLI	CR	JR	

Attachments:

Financial Supplement

GALT In-lieu Fee Sheet

Statement of Credit Availability - Georgia Alabama Land Trust

Regional General Permit - Letter



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 275/2024

Funds Requested: \$ 2,379,500.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

SPLOST VIII

Yes

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	324-SPLOST VIII	4971-ENGINEERING	541400- INFRASTRUCTURE	\$2,379,500.00

Budget Transfer Items:

Fiscal Year	Fund	Division	Account	Amount
2024	324-SPLOST VIII	4971-ENGINEERING	541400- INFRASTRUCTURE	\$2,379,500.00
2024	324-SPLOST VIII	0000 - NOT APPLICABLE	399999 - PLANNED USE OF FUND BALANCE	\$-2,379,500.00

Additional Information/Comments:

To pay this invoice, funds will be transferred forward from the FY 2025 SPLOST VIII Sardis Capital Improvement Plan into FY 2024.

Contact for Questions: BN

Phone:

770 531-6800

Service Area	Wetland	Stream
Etowah (Wetland)	\$ 108,000 (Legacy)	N/A
Lower Flint (Stream)	N/A	\$ 1,800 (2018) \$ 150 (Legacy)
Lower Ogeechee	\$ 600,000 (2018)	\$ 1,800 (2018)
Lower Savannah	\$ 700,000 (2018)	\$ 1,800 (2018)
Middle Chattahoochee	N/A	\$ 2,200 (2018)
Satilla (Stream)	N/A	N/A
Tennessee	\$ 900,000 (2018) \$ 112,500 (Legacy)	\$ 2,200 (2018) \$ 185 (Legacy)
Upper Chattahoochee	\$ 100,000 (Legacy)	\$ 2,000 (2018)
Upper Coosa	\$ 900,000 (2018) \$ 112,500 (Legacy)	N/A
Upper Flint	N/A	\$2,200 (2018)
Upper Ocmulgee (Wetland)	\$ 800,000 (2018) \$ 100,000 (Legacy)	N/A
Upper Oconee	\$ 800,000 (2018)	\$ 1,800 (2018)
Upper Savannah	\$ 850,000 (2018) \$ 106,250 (Legacy)	\$ 1,800 (2018)
Withlacoochee (Stream)	N/A	\$ 1,800 (2018)

*Listed cost includes 5% temporal loss fee and 5% admin fee. Costs subject to change.

AVAILABLE CREDITS / CONTACT INFORMATION

For additional information on credit availability or to purchase credits please contact Michael Heneghan or Cole Huizinga at the following address:

Georgia-Alabama Land Trust, Inc.
226 Old Ladiga Road
Piedmont, AL 36272

Mike Heneghan, ILF Director
(706)938-4004
mheneghan@galandtrust.org

Cole Huizinga, ILF Specialist
(903)249-5675
chuizinga@galandtrust.org

STATEMENT OF CREDIT AVAILABILITY

APPLICATION INFORMATION

Permit Type: NWP
USACE Permit Number: SAS- 2018 - 00639
Project Name: Sardis Road Connector
Applicant: Georgia Department of Transportation
County: Hall
Impacted HUC: 3130001

CREDIT NEED

Stream Credit Type: Non-Perennial (2018)
Stream Credits Needed: 96.25
Wetland Credit Type: N/A
Wetland Credits Needed: N/A

MITIGATION BANK NAMED

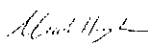
Bank/In-Lieu Fee (ILF) Program Name: GALT-ILF Program
Bank/ILF Program Number: SAS- 2011 - 00779
Primary Service Area HUC(s): Various
Secondary Service Area HUC(s): None
Stream Credit Type Utilized: Non-Perennial (2018)
Stream Credits Utilized: 96.25
Wetland Credit Type Utilized: N/A
Wetland Credits Utilized: N/A

The Bank Representative hereby authorizes the Applicant to provide this statement of credit availability for the mitigation bank listed above as a potential source of compensatory mitigation in its U.S. Army Corps of Engineers (Corps) permit application for the above referenced project. The Bank Representative shall indicate the current status of credit availability (see check boxes below) for all inquiries of credit availability for Corps permit applications within the geographic service area(s) of the respective mitigation bank. Failure of the Bank Sponsor to provide a statement of credit availability for a Corps permit application will result in the Corps' determination that the mitigation credits are **NOT AVAILABLE** for purchase from the respective mitigation bank.

By signing below, I certify that the mitigation credits specified above are currently **AVAILABLE** for purchase from the named Mitigation Bank. This certification does not create an obligation to sell the specified credits.

By signing below, I certify that the mitigation credits are currently **NOT AVAILABLE** for purchase from the named Mitigation Bank. This certification does not preclude the Bank Sponsor from offering the specified credits for sale if they should later become available. However, the Applicant will be under no obligation to purchase the later-offered credits if the Applicant secures acceptable credits from another source.

Bank/ILF Representative:

By:  Digitally signed by Michael Heneghan
Date: 2023.04.18 10:00:57 -04'00'
Name: Michael Heneghan
Date: 04/18/2023

As the Applicant, I understand that failure to purchase mitigation credits as required by the Corps may result in a suspension or revocation of the permit and/or civil or criminal enforcement actions by the Corps or the U.S. Environmental Protection Agency.

Applicant:

By: 
Name: Eric Duff
Date: 04/18/2023

Note 1: Potential mitigation credits that have not been released for sale will only be considered “available” at the discretion of the Corps.

Note 2: If the purchase of available credits identified in this statement of credit availability cannot be finalized by either party (Banker or Applicant), the Applicant will need to immediately coordinate with the Corps to ensure that an alternative compensatory mitigation plan is proposed to offset project impacts.

Note 3: If credits are being purchased from multiple mitigation banks, then a Statement of Credit Availability is required from each mitigation bank.

STATEMENT OF CREDIT AVAILABILITY

APPLICATION INFORMATION

Permit Type: NWP
USACE Permit Number: SAS- 2018 - 00639
Project Name: Sardis Road Connector
Applicant: Georgia Department of Transportation
County: Hall
Impacted HUC: 3130001

CREDIT NEED

Stream Credit Type: Perennial - Greater than 3 square
Stream Credits Needed: 308.25
Wetland Credit Type: N/A
Wetland Credits Needed: N/A

MITIGATION BANK NAMED

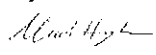
Bank/In-Lieu Fee (ILF) Program Name: GALT-ILF Program
Bank/ILF Program Number: SAS- 2011 - 00779
Primary Service Area HUC(s): Various
Secondary Service Area HUC(s): None
Stream Credit Type Utilized: Non-Perennial (2018)
Stream Credits Utilized: 96.25
Wetland Credit Type Utilized: N/A
Wetland Credits Utilized: N/A

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Date: 2023.04.18 10:00:57 -04'00'
Name: Michael Heneghan
Date: 04/18/2023

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Date: 04/18/2023

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STATEMENT OF CREDIT AVAILABILITY

APPLICATION INFORMATION

Permit Type: NWP
USACE Permit Number: SAS- 2018 - 00639
Project Name: Sardis Road Connector
Applicant: Georgia Department of Transportation
County: Hall
Impacted HUC: 3130001

CREDIT NEED

Stream Credit Type: Perennial - Less than 3 square m
Stream Credits Needed: 785.25
Wetland Credit Type: N/A
Wetland Credits Needed: N/A

MITIGATION BANK NAMED

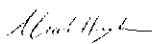
Bank/In-Lieu Fee (ILF) Program Name: GALT-ILF Program
Bank/ILF Program Number: SAS- 2011 - 00779
Primary Service Area HUC(s): Various
Secondary Service Area HUC(s): None
Stream Credit Type Utilized: Non-Perennial (2018)
Stream Credits Utilized: 96.25
Wetland Credit Type Utilized: N/A
Wetland Credits Utilized: N/A

The Bank Representative hereby authorizes the Applicant to provide this statement of credit availability for the mitigation bank listed above as a potential source of compensatory mitigation in its U.S. Army Corps of Engineers (Corps) permit application for the above referenced project. The Bank Representative shall indicate the current status of credit availability (see check boxes below) for all inquiries of credit availability for Corps permit applications within the geographic service area(s) of the respective mitigation bank. Failure of the Bank Sponsor to provide a statement of credit availability for a Corps permit application will result in the Corps' determination that the mitigation credits are **NOT AVAILABLE** for purchase from the respective mitigation bank.

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Date: 2023.04.18 10:00:57 -04'00'
Name: Michael Heneghan
Date: 04/18/2023

As the Applicant, I understand that failure to purchase mitigation credits as required by the Corps may result in a suspension or revocation of the permit and/or civil or criminal enforcement actions by the Corps or the U.S. Environmental Protection Agency.

Applicant:

By: 
Name: Eric Duff
Date: 04/18/2023

Note 1: Potential mitigation credits that have not been released for sale will only be considered “available” at the discretion of the Corps.

Note 2: If the purchase of available credits identified in this statement of credit availability cannot be finalized by either party (Banker or Applicant), the Applicant will need to immediately coordinate with the Corps to ensure that an alternative compensatory mitigation plan is proposed to offset project impacts.

Note 3: If credits are being purchased from multiple mitigation banks, then a Statement of Credit Availability is required from each mitigation bank.



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, SAVANNAH DISTRICT
4751 BEST ROAD, SUITE 140
COLLEGE PARK, GEORGIA 30337

April 26, 2024

Regulatory Division
SAS-2018-00639
GDOT P.I. 0003626

Mr. Eric Duff
State Environmental Administrator
Georgia Department of Transportation
600 West Peachtree Street NW, 16th Floor
Atlanta, Georgia 30308

Dear Mr. Duff:

I refer to the Pre-Construction Notification (PCN) received May 11, 2023, and supplemental information received on May 12, 2023, July 25, 2023, December 21, 2024, and April 8, 2024, requesting verification for use of Regional General Permit (RGP) 34 to permanently impact 1,458 linear feet (lf) (0.51 acre) of perennial stream, 143 lf (0.03 acre) of intermittent streams, and 0.3 acre of wetland and to temporarily impact 166 lf (0.05 acre) of perennial streams and 50 lf (0.01 acre) of intermittent streams associated with the construction of a connector between State Route (SR) 60 and Sardis Road, in Hall County, Georgia (Latitude 34.3574, Longitude -83.8877). I also refer to our letters dated January 4, 2018, and June 24, 2022, which previously verified the aquatic resource delineation and scope of analysis, which this verification supersedes. This project has retained the previously assigned number SAS-2018-00639, and it is important that you refer to this number in all communication concerning this matter.

A total of 1,189.75 (2018) stream credits and 1.84 legacy wetland credits are required to offset proposed impacts to waters of the United States. On March 3, 2023, GDOT purchased 1.84 legacy wetland mitigation credits from the Soque River Mitigation Bank. This fulfilled the wetland mitigation requirement for this project. On May 12, 2023, GDOT provided a Statement of Credit Availability for 1,189.75 (2018) stream mitigation credits from the Georgia Alabama Land Trust In-Lieu Fee Program, which once purchased, would fulfill the wetland mitigation requirement for this project.

We have completed an Aquatic Resources Delineation Review for this site. Any wetlands on-site were delineated in accordance with criteria contained in the 1987 "Corps of Engineers Wetland Delineation Manual," as amended by the most recent regional supplements to the manual. The enclosed exhibits entitled, "Figure 3A-E. Federal Waters Map (Aerial), Sardis Road Connector from State Route (SR) 60 to Sardis Road Near Chestatee Road, Hall County, P.I. 0003626," dated August 18, 2022,

accurately identify the delineated limits of all aquatic resources located within the Environmental Survey Boundary. Please note, should this delineation require re-verification, it is subject to change based on site conditions at the time of re-evaluation.

The delineation included herein has been conducted to identify the location and extent of the aquatic resource boundaries and/or the jurisdictional status of aquatic resources for purposes of the Clean Water Act for the particular site identified in this request. This delineation and/or jurisdictional determination may not be valid for the Wetland Conservation Provisions of the Food Security Act of 1985, as amended. If you or your tenant are U.S. Department of Agriculture (USDA) program participants, or anticipate participation in USDA programs, you should discuss the applicability of a certified wetland determination with the local USDA service center, prior to starting work.

The Corps has determined that the scope of analysis for the proposal is limited to impacted waters of the US and the immediately adjacent uplands as depicted on the enclosed exhibits entitled, "Figure 2A-G. WOTUS Impact Map, STP00-003-00(626), Hall County, P.I. 0003626, SR 53/Dawsonville Highway to SR 60/Thompson Bridge Road," dated July 2023.

We have completed coordination with other federal and state agencies as described in Part VIII of RGP 34, issued on October 5, 2023. This RGP can be found at <http://www.sas.usace.army.mil/Missions/Regulatory/Permitting/GeneralPermits/RegionalGeneralPermits.aspx>. During our coordination procedure, no adverse comments regarding the proposed work were received.

As a result of our evaluation of your project, we have determined that the proposed activity is authorized under RGP 34. Your use of this RGP is valid only if:

a. The activity is conducted in accordance with the information submitted and meets the conditions applicable to the RGP.

b. You shall obtain and comply with all appropriate federal, state, and local authorizations required for this type of activity. A stream buffer variance may be required from the Georgia Department of Natural Resources, Environmental Protection Division (Georgia EPD), as defined in the Georgia Erosion and Sedimentation Control Act of 1975, as amended. Information concerning variances can be obtained at the Georgia EPD's website at www.epd.georgia.gov, or by calling (404) 463-1511.

c. All work conducted under this permit shall be located, outlined, designed, constructed and operated in accordance with the minimal requirements of the Georgia

Erosion and Sedimentation Control Act of 1975, as amended. Utilization of plans and specifications contained in the "Manual for Erosion and Sediment Control," (Latest Edition), published by the Georgia Soil and Water Conservation Commission, will aid in achieving compliance with the aforementioned minimal requirements.

d. You shall install and maintain erosion and sediment control measures in upland areas of the project site, in accordance with the Georgia Erosion and Sedimentation Control Act of 1975, as amended, to minimize the introduction of sediment into and the erosion of streams, wetlands and other waters of the United States. This permit does not authorize installation of check-dams, weirs, bulkheads or other erosion control measures in streams, wetlands or other waters of the United States. Authorization would be required from the Corps prior to installing any erosion control measures in waters of the United States.

e. You shall install and maintain erosion and sediment control measures for all fill material that is authorized to be discharged in streams, wetlands and other waters of the United States, in accordance with the Georgia Erosion and Sedimentation Control Act of 1975, as amended, and permanently stabilize fill areas at the earliest practicable date.

f. The project shall be constructed in accordance with the enclosed plans and drawings entitled, "Department of Transportation, State of Georgia, Plan and Profile of Proposed Sardis Road Connector, from East of Chestatee Road to West of S.R. 60, Along S.R. 283," Drawings No. 01-0001, dated 6/6/2022; "Mainline Plan, Sardis Road Connector, Hall County," Drawing No. 13-001, dated 10/12/2022; "Mainline Plan, Sardis Road Connector, Hall County," Drawing No. 13-002 through 13-007, dated 8/19/2022; "Mainline Plan, Sardis Road Connector, Hall County," Drawing No. 13-008, dated 8/25/2022; "Mainline Plan, Sardis Road Connector, Hall County," Drawing No. 13-009, dated 8/19/2022; "Mainline Plan, Sardis Road Connector, Hall County," Drawing No. 13-010, dated 8/22/2022; "Mainline Plan, Sardis Road Connector, Hall County," Drawing No. 13-011, dated 8/19/2022; Mainline Plan, Sardis Road Connector, Hall County," Drawing No. 13-012, dated 9/23/2022; "Mainline Plan, Sardis Road Connector, Hall County," Drawing No. 13-013 and 13-014, dated 8/19/2022; "Ledan Rd Ext., Sardis Road Connector, Hall County," Drawing No. 13-015, dated 8/19/2022; "Utility Plans, Sardis Road Connector, Hall County," Drawing No. 24-000, dated 8/15/2022; "Utility Plans, Sardis Road Connector, Hall County," Drawing No. 24-000 through 24-014, dated 8/15/2022; "Ledan Rd Ext., Sardis Road Connector, Hall County," Drawing No. 24-015, dated 8/15/2022; "Perennial Stream Culvert Diagrams, Perennial Stream 2 Plan View, Sardis Road Connector, Hall County," Drawing No. 39-001, dated 7/4/2022; "Perennial Stream Culvert Diagrams, Perennial Stream 2 Existing Profile, Sardis Road Connector, Hall County," Drawing No. 39-002, dated 7/4/2022; "Perennial Stream

Culvert Diagrams, Perennial Stream 2 Proposed Profile, Sardis Road Connector, Hall County,” Drawing No. 39-003, dated 9/23/2022; “Perennial Stream Culvert Diagrams, Perennial Stream 2 Stream Cross Section, Sardis Road Connector, Hall County,” Drawing Nos. 39-004 through 39-006, dated 7/4/2022; “Perennial Stream Culvert Diagrams, Perennial Stream 2 Plan View 2, Sardis Road Connector, Hall County,” Drawing No. 39-007, dated 7/4/2022; “Perennial Stream Culvert Diagrams, Perennial Stream 2 Existing Profile 2, Sardis Road Connector, Hall County,” Drawing No. 39-008, dated 7/4/2022; ; “Perennial Stream Culvert Diagrams, Perennial Stream 2 Proposed Profile, Sardis Road Connector, Hall County,” Drawing No. 39-009, dated 7/4/2022; “Perennial Stream Culvert Diagrams, Perennial Stream 2 Stream Cross Section, Sardis Road Connector, Hall County,” Drawing Nos. 39-010 through 39-012, dated 7/4/2022; “Perennial Stream Culvert Diagrams, Perennial Stream 11 Plan View, Sardis Road Connector, Hall County,” Drawing No. 39-013, dated 7/4/2022; “Perennial Stream Culvert Diagrams, Perennial Stream 11 Existing Profile, Sardis Road Connector, Hall County,” Drawing No. 39-014, dated 7/4/2022; “Perennial Stream Culvert Diagrams, Perennial Stream 11 Proposed Profile, Sardis Road Connector, Hall County,” Drawing No. 39-015, dated 7/4/2022; “Perennial Stream Culvert Diagrams, Perennial Stream 11 Stream Cross Section, Sardis Road Connector, Hall County,” Drawing Nos. 39-016 through 39-018, dated 7/4/2022; “Perennial Stream Culvert Diagrams, Perennial Stream 13 Plan View, Sardis Road Connector, Hall County,” Drawing No. 39-019, dated 7/4/2022; “Perennial Stream Culvert Diagrams, Perennial Stream 13 Existing Profile, Sardis Road Connector, Hall County,” Drawing No. 39-020, dated 7/4/2022; “Perennial Stream Culvert Diagrams, Perennial Stream 13 Proposed Profile, Sardis Road Connector, Hall County,” Drawing No. 39-021, dated 7/4/2022; and “Perennial Stream Culvert Diagrams, Perennial Stream 13 Stream Cross Section, Sardis Road Connector, Hall County,” Drawing Nos. 39-022 through 39-024, dated 7/4/2022.

g. You shall notify the Corps, in writing, at least 10 days in advance of commencement of work authorized by this permit.

h. You fill out and sign the enclosed certification and return it to our office within 30 days of completion of the activity authorized by this permit.

i. Prior to the commencement of any permitted work in waters of the United States, the permittee shall purchase 1,189.75 (2018) stream mitigation credits from the Georgia-Alabama Trust In-Lieu Fee Program and submit documentation of the credit purchase to the U.S. Army Corps of Engineers. The credit purchase documentation must reference the Corps file number assigned to the permitted project. If all or a portion of the required credits are not available from these sources, you must obtain written approval from the Corps prior to purchasing any credits from an alternate mitigation source.

The Corps has reviewed this project in accordance with Section 7 of the Endangered Species Act. The United States Fish and Wildlife Service Information for Planning and Consultation list was generated for the proposed project. No federally protected species are predicted to occur within the project area. Therefore, the project would have "no effect" on any federally protected species or critical habitat. Authorization of an activity by a RGP does not authorize the "take" of threatened or endangered species. In the absence of separate authorization, both lethal and non-lethal "takes" of protected species are in violation of the Endangered Species Act.

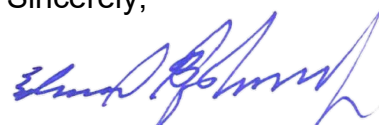
This verification is valid until the RGP is modified, reissued or revoked. All of the transportation RGPs are scheduled to expire on October 5, 2028. If the authorized work is not initiated or completed prior to the RGP expiration date, the project will be conditionally re-authorized if and when the RGPs are re-issued by the Corps for a subsequent five-year period, provided: (a) the expired and re-issued RGP used to authorize the project are substantively the same; and (b) the RGP authorized project is unchanged. In such cases, you are not required to request written verification from the Corps that the project continues to be authorized by the re-issued RGP. Please note, a RGP authorized project can only be conditionally re-authorized once. Further, should your project not be initiated or completed by the end of the second five-year RGP authorization period, you must submit a new PCN to the Corps and request verification of use of a RGP to complete the project. It is incumbent upon you to remain informed of changes to the RGP.

This authorization should not be construed to mean that any future projects requiring Department of the Army authorization would necessarily be authorized. Any new proposal, whether associated with this project or not, would be evaluated on a case-by-case basis. Any prior approvals would not be a determining factor in making a decision on any future request. Revisions to your proposal may invalidate this authorization. In the event changes to this project are contemplated, I recommend that you coordinate with us prior to proceeding with the work.

This communication does not relieve you of any obligation or responsibility for complying with the provisions of any other laws or regulations of other federal, state or local authorities. It does not affect your liability for any damages or claims that may arise as a result of the work. It does not convey any property rights, either in real estate or material, or any exclusive privileges. It also does not affect your liability for any interference with existing or proposed federal projects. If the information you have submitted and on which the Corps bases its determination/decision of authorization under the RGP is later found to be in error, this determination may be subject to modification, suspension, or revocation.

If you have any questions, please call Dr. Anne Sexton-Paperno, Biologist, Management Branch, at 678-422-5731.

Sincerely,

A handwritten signature in blue ink, appearing to read "Edward B. Johnson, Jr.", with a stylized flourish at the end.

Edward B. Johnson, Jr.
Chief, Management Branch

Enclosures

Regulatory Division

CERTIFICATION OF COMPLIANCE
WITH
DEPARTMENT OF THE ARMY
REGIONAL GENERAL PERMIT 34

PERMIT FILE NUMBER: SAS-2018-00639/GDOT P.I. 0003626

PERMITTEE ADDRESS: Mr. Eric Duff, State Environmental Administrator, Georgia Department of Transportation, 600 West Peachtree Street NW, 16th Floor, Atlanta, Georgia 30308.

LOCATION OF WORK: The project would construct a new location connector between the Sardis Road and Chestatee Road intersection and extend north to State Route (SR) 60 near the intersection with SR 283, west of the City of Gainesville, Hall County, Georgia (Latitude 34.3574, Longitude -83.8877).

PROJECT DESCRIPTION: To permanently impact 1,458 linear feet (lf) (0.51 acre) of perennial streams, 143 lf (0.03 acre) of intermittent streams, and 0.3 acre of wetland and to temporarily impact 166 lf (0.05 acre) of perennial streams and 50 lf (0.01 acre) of intermittent streams for the construction of a new location connector road.

ACRES AND/OR LINEAR FEET OF WATERS OF THE UNITED STATES IMPACTED: Permanent impacts to 1,458 linear feet (lf) (0.51 acre) of perennial streams, 143 lf (0.03 acre) of intermittent streams, and 0.3 acre of wetland, and temporary impacts to 166 lf (0.05 acre) of perennial streams and 50 lf (0.01 acre) of intermittent streams.

DATE WORK IN WATERS OF UNITED STATES COMPLETED: _____

COMPENSATORY MITIGATION REQUIRED: A total of 1,189.75 (2018) stream credits and 1.84 legacy wetland credits are required to offset proposed impacts to waters of the United States. On March 3, 2023, GDOT purchased 1.84 legacy wetland mitigation credits from the Soque River Mitigation Bank, fulfilling the wetland mitigation requirement for this project. On May 12, 2023, GDOT provided a Statement of Credit Availability for 1,189.75 (2018) stream mitigation credits from the Georgia Alabama Land Trust In-Lieu Fee Program, which once purchased, would fulfill the wetland mitigation requirement for this project.

I understand that the permitted activity is subject to a U.S. Army Corps of Engineers' Compliance Inspection. If I fail to comply with the permit conditions as specified in Regional General Permit 34, issued on October 5, 2023, it may be subject to suspension, modification or revocation.

I hereby certify that the work authorized by the above referenced permit as well as any required mitigation (if applicable) has been completed in accordance with the terms and conditions of the said permit.

Signature of Permittee

Date

Submit	Approve	Budget	Finance
WS	BN	EW	TS
Attorney	Administration	Clerk	
WLI	CR	JR	

Attachments:

GPC Easement Agreement

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

PROJECT 2024040152 LETTER FILE DEED FILE MAP FILE
ACCOUNT NUMBER 11047464-GPC9596-VBS-GP220E03524
NAME OF LINE/PROJECT: 1292 SE ATHENS ST (HALL COUNTY) DISTRIBUTION LINE

PARCEL NUMBER 001

STATE OF GEORGIA
HALL COUNTY

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

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

The "Property" is defined as that certain tract of land owned by the Undersigned at 1292 SE ATHENS ST, GAINESVILLE, GA 30503 (Tax Parcel ID No. 01140 000011) in the 411TH GMD (Georgia Militia District) of Hall County, Georgia.

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

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

PARCEL 001 NAME OF 1292 SE ATHENS ST (HALL COUNTY) DISTRIBUTION LINE
 LINE/PROJECT:

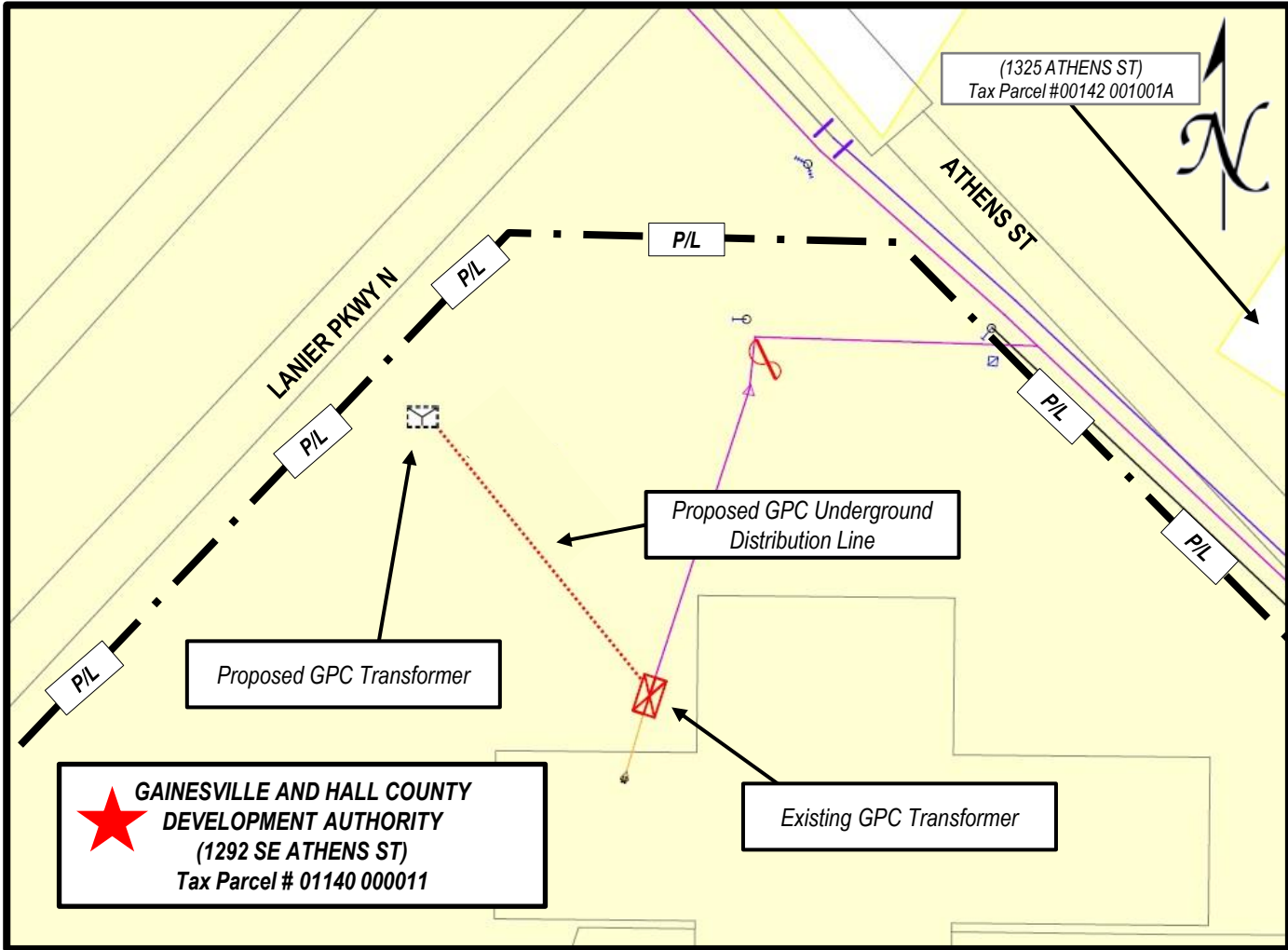
assign this Underground Easement in whole or in part; the right at all times to enter upon the Easement Area for the purpose of inspecting said lines and/or making repairs, renewals, alterations and extensions thereon, thereunder, thereto or therefrom; the right to cut, trim, remove, clear and keep clear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

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

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

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

Exhibit A



 **GAINESVILLE AND HALL COUNTY
DEVELOPMENT AUTHORITY**
(1292 SE ATHENS ST)
Tax Parcel # 01140 000011

This document pertains to an easement for LIMS No. 2024040152, Parcel No. 001

Notary Acknowledgement Form

State of Georgia

County of _____

This easement was executed before me on _____
Date

By _____, _____
Printed name of individual signing document Printed name of individual signing document

Who is

_____ personally known

Or

_____ proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Type of identification provided: _____ Location of signing: _____ Time: _____

Signature of notary public

Signature of individual signing document (Required)

Signature of individual signing document (Required)

Printed name of un-official witness (Required)

Underground Distribution Construction Agreement

PROJECT NAME: 1292 SE ATHENS ST (HALL COUNTY)
DISTRIBUTION LINE

LOCATION: 1292 SE ATHENS ST, GAINESVILLE, GA 30503
Tax ID # 01140 000011

DEVELOPER / CUSTOMER: GAINESVILLE AND HALL COUNTY DEVELOPMENT
AUTHORITY

AREA OF CONSTRUCTION: See Exhibit A

Customer / Developer does hereby attest that the above referenced area of construction in which underground electric distribution facilities are to be installed is clear of all obstructions; that all property lines, where required, are clearly marked and that the area is finished to a grade which shall not change more than three (3+/-) inches of the final grade.

Georgia Power Company, its employees, and contractors working on this project are hereby released from all claims due to damage of underground facilities that have not been located in the field and that are not covered by the "Utilities Protection Act of Georgia".

Customer / Developer does hereby agree to bear any and all costs to alter the installed underground electric distribution facilities as a result of grade changes or Developer design changes.

Customer / Developer shall be responsible for providing Georgia Power Company a clear unpaved route where underground electric distribution facilities can be installed. If this area is paved and conduit has not been installed, before Georgia Power Company facilities are installed the Developer shall be responsible for opening and re-paving the area required by Georgia Power Company.

Customer / Developer shall be responsible to communicate with contractors and subcontractors warning them of underground electric distribution facilities in the area and for notifying the Georgia Power Company by calling the Utilities Protection Center at GA 811 at least three (3) working days in advance to locate underground electric distribution facilities before digging or grading in the vicinity of installed underground electrical facilities. If Georgia Power Company is not notified, and the underground electric distribution facilities are damaged, then the Developer shall bear the cost of repairs.

Should underground electric distribution facilities become damaged in any way, Customer / Developer will notify the Georgia Power Company at phone #1-888-660-5890 and the Utilities Protection Center at GA 811.

Developer will establish and maintain the appropriate clearances for the transformer(s) on this site per Georgia Power Company Distribution Specification GUK-00.5003, dated 2/7/07. Electric service will not be provided until this specification is satisfied.

Georgia Power Company is not responsible for any damages to locks, gates, fences, walls, vehicles, equipment, trees, landscaping, sidewalks, or any other items that inhibit Georgia Power's access to the poles, cables, transformers, metering, or other equipment serving this site. This includes routine or emergency access of all equipment and personnel.

SIGNATURE: _____

DATE: _____

PRINTED NAME: _____

TITLE: _____

COMPANY: _____



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (05/20/24)

REPORT TO: Voting Meeting (05/23/24)

ITEM NO: 248/2024

SUBJECT: Approve the acceptance of a \$142,375.00 Irrevocable Letter of Credit for Streets and Stormwater Management Facilities in Westchester Subdivision. Commission District 4.

Meetings:

Work Session Date: 05/20/24

Voting Meeting Date: 05/23/24

Executive Summary:

Presenter: BN
Recommendation: Approve

Purpose of Request: Approve the acceptance of a \$142,375.00 Irrevocable Letter of Credit for Streets and Stormwater Management Facilities in Westchester Subdivision. Commission District 4.

History:

Facts and Issues:

Options:

Funding Requested \$ 0.00
Are funds within current budget? No
Source of Funds
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.? No
Has it been reviewed by the County Attorney? Yes
Is there a deadline for this item?

Approvals:

Submit	Approve	Budget	Finance
KM	BN	EW	TS
Attorney	Administration		Clerk
WLI	CR		JR

Attachments:

Final Plat Information
Irrevocable Letter of Credit



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 248/2024

Funds Requested: \$ 0.00

Request Budgeted: No

Proposed Source of Funding:

Budget Transfer Requested:

No

Funding Source Items:

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: BN

Phone:

Final Plat Information

Consider acceptance of \$142,375.00 Irrevocable Letter of Credit for Streets and Stormwater Management Facilities in Westchester Subdivision.

Subject Subdivision is located off of Gaines Mill Road.

NAME OF SUBDIVISION: Westchester
NAME OF OWNER/DEVELOPER: Breedlove Residential, LLC.
ADDRESS: 4651 Strickland Road
Flowery Branch, GA 30542

TYPE OF MAINTENANCE BOND: Irrevocable Letter of Credit
DATE OF BOND: April 12, 2024
AMOUNT OF BOND: \$142,375.00

FINANCIAL INSTITUTION: United Community Bank
AND ADDRESS: P.O. Box 2537
Gainesville, GA 30503

Account No.: 3321410

COMM.		R/W	LENGTH	WIDTH	TYPE	STATE
DIST.	STREET NAME	IN	IN	IN	OF	REF.
		FEET	FEET	FEET	SURFACE	NO.
4	Windermere Lane	50	1214	20	P.M.	----

NOTES:

NUMBER OF LOTS: 17
CURB & GUTTER: 24" Rolled Back
TOTAL ACRES OF S/D: 22.59 AC



IRREVOCABLE LETTER OF CREDIT

Hall County Board of Commissioners
P.O. Drawer 1435
Gainesville, GA 30503

RE: (Project name, owner/developer, Address, City, State, and Zip)

Chairman _____

The purpose of this Irrevocable Letter of Credit is one of the following:

- Public subdivisions/developments – To induce the Hall County Board of Commissioners to approve the street system as shown on the final plat, to induce the Hall County Board of Commissioners to accept the streets as shown on the final plat for public maintenance, and to ensure the completion of the project as per the approved plans and the regulations of Hall County, Georgia.
- Private subdivisions/developments – To induce the Hall County Board of Commissioners to approve the street system as shown on the final plat and to ensure the completion of the project as per the approved plans and the regulations of Hall County, Georgia.

United Community Bank (Banking institution hereinafter referred to as “Issuer”) hereby establishes its Irrevocable Letter of Credit No. 6000410396P in favor of Hall County, Georgia, for the account of Breedlove Residential LLC (Owner/developer) up to the aggregate amount of \$142,375.00 dollars effective immediately and available by your draft(s) drawn at sight on the Issuer when accompanied by this Irrevocable Letter of Credit. This Irrevocable Letter of Credit is to cover the value of materials and work associated with the construction of Westchester Subdivision (Name of project).

The owner/developer responsibilities are as follows:

All construction of the street system of Westchester Subdivision (Name of project) will be maintained for fifteen (15) months according to the terms and requirements as shown on the recorded final plat and of the Subdivision Regulations in force in Hall County, Georgia. Sidewalks will be completed throughout entire subdivision as shown on the recorded final plat within fifteen (15) months of the signing of said plat. The sidewalks, cuts, fills, sub-grades, shoulders, pavement, grassing, storm water management facilities, and traffic signs in Westchester Subdivision (Name of project) must be properly maintained and free from faults in design, materials, and workmanship as shown on the recorded final plat and as set out in the Subdivision Regulations in force in Hall County, Georgia.

Hall County will pursue the collection of funds for deficiencies upon the elapsing of one (1) year from final platting *and* after the compliance date given in the 45-day written notice.

The Issuer hereby agrees that all drafts drawn under and in compliance with the terms of this Irrevocable Letter of Credit will be duly honored if drawn and presented for payment to the Issuer’s office at 351 Jesse Jewell Parkway, Gainesville, Hall County, GA on or before the expiration date along with a written statement that indicates that the Owner has failed to comply with its responsibilities related to the Westchester Subdivision (Name of project)

This Irrevocable Letter of Credit is hereby issued on April 12, 2024 and expires on April 12, 2026 (Date, minimum 24 months from date of issuance), and the Issuer will have no more liability after that date. When the indicated expiration date falls on Sunday or a legal holiday, or for any reason the Issuer is not open for business, the expiration date shall be extended to the next succeeding business day.

This Letter of Credit is issued subject to the Uniform Customs and Practices for Documentary Credits, 2007 Revision, ICC Publication no. 600. This Letter of Credit is governed by the laws of the State of Georgia.

IN WITNESS WHEREOF the Issuer has set its hand and affixed its seal on this day of

April 15, 2024.

[Signature]
Witness

[Signature]
Notary Public

United Community Bank

By: [Signature]
Rick Frazier
Senior Vice President

My Commission Expires: 2/26/26

[Seal]





0000000600041039600004122024

SIGHT DRAFT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$142,375.00	04-12-2024	04-12-2026	6000410396	99 / 0100	3321410	506	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.

Borrower: BREEDLOVE RESIDENTIAL, LLC
4651 STRICKLAND ROAD
FLOWERY BRANCH, GA 30542

Lender: UNITED COMMUNITY BANK
GAINESVILLE - COMMERCIAL
PO BOX 2537
351 JESSE JEWELL PKWY SW
GAINESVILLE, GA 30501

DATE

RE: United Community Bank Irrevocable Letter of Credit No. 6000410396P, dated APRIL 12, 2024.

On this date we present this Sight Draft against the Letter of Credit referenced above for immediate payment in good funds in the amount of ONE HUNDRED FORTY TWO THOUSAND THREE HUNDRED SEVENTY FIVE AND NO/100 U.S. Dollars (\$142,375.00). This Sight Draft is submitted against Letter of Credit No. 6000410396P because:

Beneficiary:
HALL COUNTY BOARD OF COMMISSIONERS

By: _____

Title: _____

Attachments:

Guaranty Performance/Maintenance Agreement - Sewer
Final Plat Information

**STATE OF GEORGIA,
COUNTY OF HALL**

GUARANTY PERFORMANCE/MAINTENANCE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that we, Century Communities of Georgia, LLC (owner/principal, hereinafter referred to as "Principal"), and The Continental Insurance Company (surety), a company entitled and licensed to do business as a surety in the State of Georgia and Hall County, (hereinafter referred to as "Surety"), are held and bound unto Hall County, Georgia in the sum of \$ 980,202.00 * (hereinafter referred to as "bonded amount") for payment of which we bind ourselves, our heirs, executors, administrators and assigns.

WHEREAS, Century Communities of Georgia, LLC (principal) is owner of the Subdivision known as Union Heights Subdivision, which subdivision is shown on a plat prepared by _____, Georgia Registered Surveyor Number _____, and

WHEREAS, Century Communities of Georgia, LLC (principal) wishes to induce the Board of Commissioners of Hall County, Georgia to approve the street system shown on the Final Plat of Union Heights Subdivision for recording purposes, and

WHEREAS, Century Communities of Georgia, LLC (principal) wishes to induce the Board of Commissioners of Hall County, Georgia to accept the streets shown on the Final Plat of Union Heights Subdivision for public maintenance (not applicable to private developments);

Century Communities of Georgia, LLC (principal) and The Continental Insurance Company (surety) agree in consideration of the foregoing,

NOW, THEREFORE BE IT RESOLVED, Century Communities of Georgia, LLC (principal) agrees that all construction of the street system of Union Heights

Subdivision will be completed and maintained for fifteen (15) months according to the terms and requirements as shown on the recorded Final Plat and of the Subdivision Regulations in force in Hall County, Georgia.

Century Communities of Georgia, LLC (principal), and
The Continental Insurance Company (surety) agree to the following:

Sidewalks will be completed throughout entire subdivision as shown on recorded final plat within one (1) year of signing of said final plat. One inch of "F" mix asphalt may be placed anytime prior to final platting or up to one (1) year after final plat approval. In addition, Principal and Surety agree that if either the sidewalks, cuts, fills, sub-grades, shoulders, pavement, grassing, storm water management facilities, or traffic signs in Union Heights Subdivision are improperly maintained or are found to be defective from faults in design, materials or workmanship as shown on the recorded Final Plat, or as set out in the Subdivision Regulations in force in Hall County, Georgia, then upon demand from Hall County,

The Continental Insurance Company (surety) shall pay the bond amount to Hall County.

Terms of Guaranty:

Century Communities of Georgia, LLC (principal) and
The Continental Insurance Company (surety) shall be bound by the provisions of this agreement until a properly authorized letter is received by

The Continental Insurance Company (surety) from Hall County authorizing release of

Century Communities of Georgia, LLC (principal) and

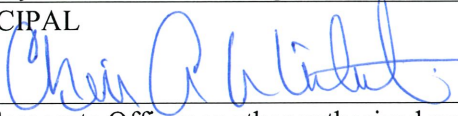
The Continental Insurance Company (surety) from this Guaranty Agreement.

NOTWITHSTANDING the above provisions, this Guaranty Performance/Maintenance Agreement is hereby issued on April 24, 2024 (Date) and expires on April 24, 2026 (Date, minimum 24 months from date of issuance), and the Issuer will have no more liability after that date. When


the indicated expiration date falls on Sunday or a legal holiday, or for any reason the Issuer is not open for business, the expiration date shall be extended to the next succeeding business day. Jurisdiction for any civil litigation necessary for collection of bond claims hereunder shall be in the Superior Court of Hall County, Georgia.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names and affixed their seals, this

24th day of April, 2024.

- Century Communities of Georgia, LLC
PRINCIPAL
By: 
(Corporate Officer or other authorized representative)

Principal's Address:
2325 Lakeview Parkway, Suite 600
Alpharetta, GA 30009

- The Continental Insurance Company
SURETY
By:  Kathleen K. Freund, Attorney-in-Fact
(Authorized Representative)

Surety's Address:
151 N. Franklin Street
Chicago, IL 60606

- Approved:
Hall County
By: _____
(Chairman)

* The amount of the bond equals 30 percent of all completed infrastructure including base, paving, grassing, stormwater management facilities, and sidewalks plus 100 percent of the cost of all incomplete infrastructure such as remaining sidewalks and asphalt topping. The unit cost data used in the calculations will be based upon the latest Georgia Department of Transportation (GADOT) Item Mean Summary, or the latest Hall County contract data, whichever is higher.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Kathleen K. Freund

, **Individually**

of Denver, Colorado, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond Number: 30190423
Principal: Century Communities of Georgia, LLC
Obligee: Hall County Planning and Development

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed below, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 13th day of March, 2024.



The Continental Insurance Company

Larry Kasten
Larry Kasten Vice President

State of South Dakota, County of Minnehaha, ss:

On this 13th day of March, 2024, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires March 2, 2026

M. Bent
M. Bent Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance company printed below are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 24th day of April, 2024.



The Continental Insurance Company

Paula Kolsrud
Paula Kolsrud Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

Final Plat Information

Consider Acceptance of \$980,202.00 Guaranty Performance/Maintenance Agreement for Sewer in Union Heights Subdivision

Subject Subdivision is located off Union Church Road

NAME OF SUBDIVISION: Union Heights
NAME OF OWNER/DEVELOPER: Century Communities of Georgia, LLC.
ADDRESS: 2325 Lakeview Parkway, Suite 600
Alpharetta, GA 30009

TYPE OF MAINTENANCE BOND: Guaranty Performance/Maintenance
DATE OF BOND: April 24, 2024
AMOUNT OF BOND: \$980,202.00

FINANCIAL INSTITUTION: The Continental Insurance Company
AND ADDRESS: 151 N. Franklin Street
Chicago, IL 60606

Account No.: 30190423

COMM.		R/W	LENGTH	WIDTH	TYPE	STATE
DIST.	STREET NAME	IN	IN	IN	OF	REF.
		FEET	FEET	FEET	SURFACE	NO.
1	Union Heights Way	50	1517	20	P.M.	----
1	Mulberry Creek Way	50	1872	20	P.M.	----
1	Sussex Drive	50	288	20	P.M.	----
1	Orpington Drive	50	572	20	P.M.	----

NOTES:

NUMBER OF LOTS: 125
CURB & GUTTER: 24" Rolled Back
TOTAL ACRES OF S/D: 79.81 AC



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (05/20/24)

REPORT TO: Voting Meeting (05/23/24)

ITEM NO: 249/2024

SUBJECT: Approve the acceptance of a \$1,271,588.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, and Sidewalks in Union Heights Subdivision. Commission District 1.

Meetings:

Work Session Date: 05/20/24

Voting Meeting Date: 05/23/24

Executive Summary:

Presenter: BN
Recommendation: Approve

Purpose of Request: Approve the acceptance of a \$1,271,588.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, and Sidewalks in Union Heights Subdivision. Commission District 1.

History:

Facts and Issues:

Options:

Funding Requested	\$ 0.00
Are funds within current budget?	No
Source of Funds	
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Submit	Approve	Budget	Finance
WS	BN	EW	TS

Attorney	Administration	Clerk
WLI	CR	JR

Attachments:

Guaranty Performance/Maintenance Agreement
Final Plat Information

**STATE OF GEORGIA,
COUNTY OF HALL**

GUARANTY PERFORMANCE/MAINTENANCE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that we, Century Communities of Georgia, LLC (owner/principal, hereinafter referred to as "Principal"), and The Continental Insurance Company (surety), a company entitled and licensed to do business as a surety in the State of Georgia and Hall County, (hereinafter referred to as "Surety"), are held and bound unto Hall County, Georgia in the sum of \$ 1,271,558.00 * (hereinafter referred to as "bonded amount") for payment of which we bind ourselves, our heirs, executors, administrators and assigns.

WHEREAS, Century Communities of Georgia, LLC (principal) is owner of the Subdivision known as Union Heights Subdivision, which subdivision is shown on a plat prepared by _____, Georgia Registered Surveyor Number _____, and

WHEREAS, Century Communities of Georgia, LLC (principal) wishes to induce the Board of Commissioners of Hall County, Georgia to approve the street system shown on the Final Plat of Union Heights Subdivision for recording purposes, and

WHEREAS, Century Communities of Georgia, LLC (principal) wishes to induce the Board of Commissioners of Hall County, Georgia to accept the streets shown on the Final Plat of Union Heights Subdivision for public maintenance (not applicable to private developments);

Century Communities of Georgia, LLC (principal) and The Continental Insurance Company (surety) agree in consideration of the foregoing,

NOW, THEREFORE BE IT RESOLVED, Century Communities of Georgia, LLC (principal) agrees that all construction of the street system of Union Heights

Subdivision will be completed and maintained for fifteen (15) months according to the terms and requirements as shown on the recorded Final Plat and of the Subdivision Regulations in force in Hall County, Georgia.

Century Communities of Georgia, LLC (principal), and
The Continental Insurance Company (surety) agree to the following:

Sidewalks will be completed throughout entire subdivision as shown on recorded final plat within one (1) year of signing of said final plat. One inch of "F" mix asphalt may be placed anytime prior to final platting or up to one (1) year after final plat approval. In addition, Principal and Surety agree that if either the sidewalks, cuts, fills, sub-grades, shoulders, pavement, grassing, storm water management facilities, or traffic signs in Union Heights Subdivision are improperly maintained or are found to be defective from faults in design, materials or workmanship as shown on the recorded Final Plat, or as set out in the Subdivision Regulations in force in Hall County, Georgia, then upon demand from Hall County,

The Continental Insurance Company (surety) shall pay the bond amount to Hall County.

Terms of Guaranty:

Century Communities of Georgia, LLC (principal) and
The Continental Insurance Company (surety) shall be bound by the provisions of this agreement until a properly authorized letter is received by

The Continental Insurance Company (surety) from Hall County authorizing release of

Century Communities of Georgia, LLC (principal) and

The Continental Insurance Company (surety) from this Guaranty Agreement.

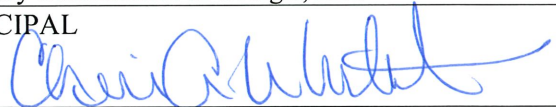
NOTWITHSTANDING the above provisions, this Guaranty Performance/Maintenance Agreement is hereby issued on April 24, 2024 (Date) and expires on April 24, 2026

(Date, minimum 24 months from date of issuance), and the Issuer will have no more liability after that date. When


the indicated expiration date falls on Sunday or a legal holiday, or for any reason the Issuer is not open for business, the expiration date shall be extended to the next succeeding business day. Jurisdiction for any civil litigation necessary for collection of bond claims hereunder shall be in the Superior Court of Hall County, Georgia.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names and affixed their seals, this

24th day of April, 2024.

- Century Communities of Georgia, LLC
PRINCIPAL
By: 
(Corporate Officer or other authorized representative)

Principal's Address:
2325 Lakeview Parkway, Suite 600
Alpharetta, GA 30009

- The Continental Insurance Company
SURETY
By:  Kathleen K. Freund, Attorney-in-Fact
(Authorized Representative)

Surety's Address:
151 N. Franklin Street
Chicago, IL 60606

- Approved:
Hall County
By: _____
(Chairman)

* The amount of the bond equals 30 percent of all completed infrastructure including base, paving, grassing, stormwater management facilities, and sidewalks plus 100 percent of the cost of all incomplete infrastructure such as remaining sidewalks and asphalt topping. The unit cost data used in the calculations will be based upon the latest Georgia Department of Transportation (GADOT) Item Mean Summary, or the latest Hall County contract data, whichever is higher.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Kathleen K. Freund

, **Individually**

of Denver, Colorado, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond Number: 30190422
Principal: Century Communities of Georgia, LLC
Obligee: Hall County Planning and Development

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed below, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 13th day of March, 2024.



The Continental Insurance Company

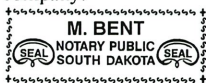
Larry Kasten

Larry Kasten

Vice President

State of South Dakota, County of Minnehaha, ss:

On this 13th day of March, 2024, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires March 2, 2026

M. Bent

M. Bent

Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance company printed below are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 24th day of April, 2024.



The Continental Insurance Company

Paula Kolsrud

Paula Kolsrud

Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

Final Plat Information

Consider Acceptance of \$1,271,588.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, and Sidewalks in Union Heights Subdivision

Subject Subdivision is located off Union Church Road

NAME OF SUBDIVISION: Union Heights
NAME OF OWNER/DEVELOPER: Century Communities of Georgia, LLC.
ADDRESS: 2325 Lakeview Parkway, Suite 600
Alpharetta, GA 30009

TYPE OF MAINTENANCE BOND: Guaranty Performance/Maintenance
DATE OF BOND: April 24, 2024
AMOUNT OF BOND: \$1,271,588.00

FINANCIAL INSTITUTION: The Continental Insurance Company
AND ADDRESS: 151 N. Franklin Street
Chicago, IL 60606

Account No.: 30190422

COMM.		R/W	LENGTH	WIDTH	TYPE	STATE
DIST.	STREET NAME	IN	IN	IN	OF	REF.
		FEET	FEET	FEET	SURFACE	NO.
1	Union Heights Way	50	1517	20	P.M.	----
1	Mulberry Creek Way	50	1872	20	P.M.	----
1	Sussex Drive	50	288	20	P.M.	----
1	Orpington Drive	50	572	20	P.M.	----

NOTES:

NUMBER OF LOTS: 125
CURB & GUTTER: 24" Rolled Back
TOTAL ACRES OF S/D: 79.81 AC



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (05/20/24)

REPORT TO: Voting Meeting (05/23/24)

ITEM NO: 280/2024

SUBJECT: Approve the purchase of one (1) fully equipped 2018 and one (1) fully equipped 2020 Ford Explorer Police Pursuit Vehicles for the Sheriff's Office to Thomas J. Madden and Associates, Inc. of Braselton, GA, in the amount of \$60,000.00.

Meetings:

Work Session Date: 05/20/24

Voting Meeting Date: 05/23/24

Executive Summary:

Presenter: LJM

Recommendation:
Approve.

Purpose of Request:

Approve the purchase of one (1) fully equipped 2018 and one (1) fully equipped 2020 Ford Explorer Police Pursuit Vehicles for the Sheriff's Office to Thomas J. Madden and Associates, Inc. of Braselton, GA, in the amount of \$60,000.00.

History:

The County uses Thomas J. Madden and Associates, Inc. for some specialty vehicle purchases. They are in good standing with the County.

Facts and Issues:

Since both of these vehicles are used, there isn't a state contract option to procure these vehicles. But staff researched comparable options, and based on purchasing a similar vehicle that is fully equipped with the appropriate equipment, the cost would be much higher. Purchasing these two vehicles from Thomas J. Madden and Associates, Inc. is the most advantageous route for the County.

Options:

Funding Requested

\$ 60,000.00

Are funds within current budget?

Yes

Source of Funds

Capital Projects

Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?

Yes

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item?

Approvals:

Buyer	Submit	Approve	Purchasing
MH	SC	SC	AP
Budget	Finance	Attorney	Administration
EW	TS	WLI	CR
Clerk			
JR			

Attachments:

- Financial Supplement
- 2020 Ford PIU Madden K9 Demo Vehicle
- 2018 Ford PIU Madden Demo
- Additional Quotes for Vehicles



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 280/2024

Funds Requested: \$ 60,000.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Capital Projects

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	350-CAPITAL PROJECTS FUND	3310- SHERIFF OPERATIONS	542200-MOTOR VEHICLES	\$60,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: LJM

Phone: 770-533-4023



Quote Number 00002193
 Prepared By Jim Madden

Expiration Date 12/31/2024
 Email jmadden@tjmadden.com

Bill To Name Hall Co Sheriff's Office
 Bill To 2859 Browns Bridge Road
 Gainesville, GA 30504
 USA

Ship To Name Hall Co Sheriff's Office
 Ship To 2859 Browns Bridge Road
 Gainesville, GA 30504
 USA

Quantity	Manufacturer	Product	Product Description	Line Item Description	Price	Total Price
1.00	Madden	MISC NON-INVENTORY		2020 Ford PIU Madden K9 Demo Vehicle	\$40,000.00	\$40,000.00
1.00	Whelen	60CREGCS	12V WHT/RED 6" COMPARTMENT LT		\$0.00	\$0.00
4.00	Whelen	TLI2JX	ION T-SERIES LINEAR DUO RB SMK		\$0.00	\$0.00
4.00	Whelen	TLI2EX	ION T-SERIES LINEAR DUO BW SMK		\$0.00	\$0.00
4.00	Whelen	TLI2DX	ION T-SERIES LINEAR DUO RW SMK		\$0.00	\$0.00
2.00	Whelen	TLMI2D	MINI ION T-SERIES LT RED/WHT		\$0.00	\$0.00
2.00	Whelen	TLMI2E	MINI ION T-SERIES LT BLU/WHT		\$0.00	\$0.00
2.00	Whelen	XI3SMJA	SURFACE MT TRIO ION R/B W/AMB		\$0.00	\$0.00
1.00	Whelen	MBFX20	ION MIRROR-BEAM HSGS UTILITY		\$0.00	\$0.00
2.00	Whelen	ARGES2	ARGES PROFOCUS REMOTE SPOTLT		\$0.00	\$0.00
1.00	Whelen	ARG50P	PASS FENDER MT INTERCEPTOR SUV		\$0.00	\$0.00
1.00	Whelen	ARG50D	DRVR FENDER MT INTERCEPTOR SUV		\$0.00	\$0.00
1.00	Whelen	ARGCH2	ARGES SWIVEL MT CONTROL HEAD		\$0.00	\$0.00
1.00	Whelen	LINSV2R	SURFACE MT LINZ V-SERIES RED		\$0.00	\$0.00
1.00	Whelen	LINSV2B	SURFACE MT LINZ V-SERIES BLUE		\$0.00	\$0.00
1.00	Whelen	LSVBKT50	LINSV MIRROR MT KIT 20 UTILITY		\$0.00	\$0.00
2.00	Whelen	PSJ02FCR	STRIP-LITE+ DUO FLASHR RED/BLU		\$0.00	\$0.00
2.00	Whelen	PSBKT90	STRIP-LITE+ 90 DEG MT KIT		\$0.00	\$0.00
4.00	Whelen	I3JC	TRIO ION R/B W/ WHT OVERRIDE		\$0.00	\$0.00
1.00	Whelen	IONPEDB	ION PEDESTAL MOUNT KIT BLACK		\$0.00	\$0.00
1.00	Whelen	XI3JC	TRIO ION R/B WHT OVERRIDE SMK		\$0.00	\$0.00
1.00	Whelen	IONBKT1	ION LICENSE PLATE BKT HORIZ.		\$0.00	\$0.00
2.00	Whelen	VTX609C	VERTEX SUPER-LED LIGHT WHITE		\$0.00	\$0.00
2.00	Whelen	TLMI2J	MINI ION T-SERIES LT RED/BLU		\$0.00	\$0.00
2.00	Whelen	3SRCCDCR	3" ROUND SPLIT RED/WHT COMPART		\$0.00	\$0.00
2.00	Whelen	PSCOMPH	STRIP-LITE+ COMPARTMENT LT HI		\$0.00	\$0.00
2.00	Whelen	PSBKT45	STRIP-LITE+ 45 DEG MTG KIT		\$0.00	\$0.00

1.00	Whelen	PELCB	PERIMETER ENHANCEMENT LT BLK		\$0.00	\$0.00
2.00	Whelen	TCRHT5	TRACER TRIO 5-LAMP HOUSING		\$0.00	\$0.00
2.00	Whelen	TCRB50	TRACER MTG KIT INTERCEPTOR SUV		\$0.00	\$0.00
1.00	Whelen	S30MB	30" SUMMIT W/ MARKER BLK		\$0.00	\$0.00
1.00	Whelen	SUBKT1B	Summit Universal mount kit 9-44"		\$0.00	\$0.00
2.00	Whelen	SUCBL15	SUMMIT 15' CABLE		\$0.00	\$0.00
1.00	Whelen	RPWT50	ION REARPILLAR WC TRIO UTILITY		\$0.00	\$0.00
4.00	Whelen	OEI3RBAX	ADD 1 RBA/SMK ION OUTER EDGE		\$0.00	\$0.00
2.00	Whelen	OEI3RBCX	ADD 1 RBW/SMK ION OUTER EDGE		\$0.00	\$0.00
1.00	Whelen	BS508T	I-E RST WCX 8-LT TRIO UTILITY		\$0.00	\$0.00
10.00	Whelen	ISTRBA	INNER EDGE FST/RST TRIO R/B/A		\$0.00	\$0.00
1.00	Whelen	BSFW50ZT	I-E FST WCX TRIO 10-LT UTILITY		\$0.00	\$0.00
10.00	Whelen	ISTRBC	INNER EDGE FST/RST TRIO R/B/W		\$0.00	\$0.00
1.00	Whelen	C399	CENCOM CORE WCX CONTROL CENTER		\$0.00	\$0.00
1.00	Whelen	CCTL6	WeCanX KNOB/SLIDE CONTROL HEAD		\$0.00	\$0.00
2.00	Whelen	CEM8	WeCanX 8 OUTPUT EXPANSION MOD		\$0.00	\$0.00
2.00	Whelen	CEM16	WeCanX 16 OUTPUT EXPANSION MOD		\$0.00	\$0.00
1.00	Whelen	CEXAMP	WeCanX EXTERNAL AMPLIFIER		\$0.00	\$0.00
1.00	Whelen	CHOWLER	WCX LOW FREQUENCY SIREN SYSTEM		\$0.00	\$0.00
1.00	Whelen	E325	LEGACY TRIO WCX 54" RBW		\$0.00	\$0.00
1.00	Havis	TSD-101	11.6" Capacitive Touch Screen Display		\$0.00	\$0.00
1.00	Havis	C-DMM-2018	Touch Screen Display Dash Mount for 2020-2021 Ford Interceptor Utility Vehicle		\$0.00	\$0.00
1.00	Havis	PKG-KB-203	Package - Bluetooth Keyboard With Mount		\$0.00	\$0.00
1.00	Havis	C-ADP-112	Adapter Plate For Mounting Amps Device To VESA Device		\$0.00	\$0.00
1.00	Havis	PKG-VSX-1800-INUT-PM-1	Package - 2020-2023 Ford Interceptor Utility VSX Console With Front PocketJet 6 & 7 Printer Mount For Laptop Docking Stations		\$0.00	\$0.00
1.00	Havis	K9-F28-XL-B	Extended K9 Transport System For 2020-2023 Ford Interceptor Utility - Black		\$0.00	\$0.00
1.00	Havis	K9-A-104	Window Guard & K9 Transport Fan Option		\$0.00	\$0.00
1.00	Havis	K9-A-103	K9 Transport Water Bowl Option		\$0.00	\$0.00
1.00	Havis	K9-A-102	K9 Transport Ceiling Fan Option		\$0.00	\$0.00
1.00	Havis	K9-A-201	K9 Transport Heat Alarm Unit Option		\$0.00	\$0.00
1.00	Havis	K9-A-304	K9 transport no K9 left behind option		\$0.00	\$0.00
1.00	Havis	CG-X	ChargeGuard-Select		\$0.00	\$0.00
1.00	Havis	C-EB35-RHP-1P	1-Piece Equipment Mounting Bracket, 3.5" Mounting Space, - Fits Acek9 Hot-N-Pop Control Head Used In Havis Model K9-A-201 Series Kits		\$0.00	\$0.00

1.00	Havis	DS-PAN-432-2	Docking Station For Panasonic TOUGHBOOK 55 Laptop With Advanced Port Replication & Dual Pass-Thru Antenna Connections With LIND Power Supply		\$0.00	\$0.00
1.00	Havis	C-HDM-134	Fixed Adapter Plate Short		\$0.00	\$0.00
2.00	Havis	SBX-1002	Medium Modular Storage Drawer With Heavy-Duty Lock		\$0.00	\$0.00
1.00	Havis	SBX-3003	Open Storage Drawer Topper		\$0.00	\$0.00
1.00	Havis	SBX-5001	2020-2023 Ford Interceptor Utility Storage Drawer Mount With Havis K9		\$0.00	\$0.00
4.00	Havis	SBX-4004	12V Drawer Fan		\$0.00	\$0.00
2.00	Havis	SBX-4003	12V LED Drawer Light		\$0.00	\$0.00
1.00	Havis	SBX-4002	Foam Inserts For Large Drawers		\$0.00	\$0.00
1.00	Havis	SBX-4008	Replacement Rubber Drawer Liners		\$0.00	\$0.00
2.00	Havis	SBX-4010	Drawer Connector Kit		\$0.00	\$0.00
1.00	Progard	PB4720HDL006	HD Push Bumper w/ Four Whelen® Ion™ Duo™ Smoked Lens Two Red/White & Two Blue/White Lights		\$0.00	\$0.00
1.00	Elsag	140033	ELSAG Plate Hunter™ M7 – 3 Camera		\$0.00	\$0.00
1.00	Elsag	413352-22	M7 Transp. Cam Cable W/90-4:30 22FT		\$0.00	\$0.00
1.00	Elsag	413353-16	M7 Transp. Cam Cable W/90-7:30 16FT		\$0.00	\$0.00
1.00	Elsag	510322-5.X	EOC Operation Center License 5.X		\$0.00	\$0.00
1.00	Elsag	520001-MOBILE-3	1 Year Standard Hardware & Software Extended Warranty Three Camera System		\$0.00	\$0.00

Total Price	\$40,000.00
Grand Total	\$40,000.00

2020 FORD PIU MADDEN K9 DEMO VEHICLE

VIN: 1FM5K8AW8LGA98171

MILEAGE: 75570

INCLUDES A 1 YEAR ELSAG LPR HARDWARE/SOFTWARE WARRANTY



Quote Number 00002194
 Prepared By Jim Madden

Expiration Date 12/31/2024
 Email jmadden@tjmadden.com

Bill To Name Hall Co Sheriff's Office
 Bill To 2859 Browns Bridge Road
 Gainesville, GA 30504
 USA

Ship To Name Hall Co Sheriff's Office
 Ship To 2859 Browns Bridge Road
 Gainesville, GA 30504
 USA

Quantity	Manufacturer	Product	Product Description	Line Item Description	Price	Total Price
1.00	Madden	MISC NON-INVENTORY		2018 Ford PIU Madden Demo	\$20,000.00	\$20,000.00
1.00	Whelen	E385	LEGACY TRIO WCX 48" RBW		\$0.00	\$0.00
1.00	Whelen	C399	CENCOM CORE WCX CONTROL CENTER		\$0.00	\$0.00
1.00	Whelen	CCTL7	WeCanX 21 BUTTON/SLIDE CTRL HD		\$0.00	\$0.00
1.00	Whelen	C399K1	OBDII CANPORT KIT FORD/DODGE		\$0.00	\$0.00
2.00	Whelen	CEM16	WeCanX 16 OUTPUT EXPANSION MOD		\$0.00	\$0.00
2.00	Whelen	SA315P	SA315P SPEAKER, BLACK PLASTIC		\$0.00	\$0.00
2.00	Whelen	SAK1	SA-315 MOUNT KIT UNIVERSAL		\$0.00	\$0.00
1.00	Whelen	CHOWLER	WCX LOW FREQUENCY SIREN SYSTEM		\$0.00	\$0.00
1.00	Whelen	CEXAMP	WeCanX EXTERNAL AMPLIFIER		\$0.00	\$0.00
2.00	Whelen	TCRHT5	TRACER TRIO 5-LAMP HOUSING		\$0.00	\$0.00
1.00	Whelen	TCRB34	TRACER MT KIT EXPLORER/UTILITY		\$0.00	\$0.00
1.00	Whelen	60CREGCS	12V WHT/RED 6" COMPARTMENT LT		\$0.00	\$0.00
2.00	Whelen	3SRCCDCR	3" ROUND SPLIT RED/WHT COMPART		\$0.00	\$0.00
1.00	Whelen	PELCB	PERIMETER ENHANCEMENT LT BLK		\$0.00	\$0.00
1.00	Whelen	ISFW50Z	IE FST WC 10LT FORD UTILITY		\$0.00	\$0.00
10.00	Whelen	ISTRBC	INNER EDGE FST/RST TRIO R/B/W		\$0.00	\$0.00
1.00	Whelen	OEWT50	ION O.E. WC TRIO INTERCEPTOR		\$0.00	\$0.00
6.00	Whelen	OEI3RBAX	ADD 1 RBA/SMK ION OUTER EDGE		\$0.00	\$0.00
1.00	Whelen	RPWD34	ION REAR PILLAR WC DUO UTILITY		\$0.00	\$0.00
6.00	Whelen	OEI2JX	ADD 1 R-B/SMK ION OUTER EDGE		\$0.00	\$0.00
1.00	Whelen	LSVBKT50	LINSV MIRROR MT KIT 20 UTILITY		\$0.00	\$0.00
2.00	Whelen	LINSV2BX	SURFACE MT LINZ-V BLUE/SMOKE		\$0.00	\$0.00
1.00	Whelen	MBFX20	ION MIRROR-BEAM HSGS UTILITY		\$0.00	\$0.00
2.00	Whelen	I3SMJC	SURFACE MT TRIO ION R/B W/WHT		\$0.00	\$0.00
2.00	Whelen	V23BTPB	V2 SERIES LIGHT BLUE/BLACK		\$0.00	\$0.00
2.00	Whelen	TCRHD2	TRACER DUO 2-LAMP HOUSING		\$0.00	\$0.00
4.00	Whelen	TCRLBKT	TRACER "L" BRACKET MTG KIT		\$0.00	\$0.00

1.00	Havis	TSD-101	11.6" Capacitive Touch Screen Display		\$0.00	\$0.00
1.00	Havis	PKG-KB-208	Package - USB Keyboard With Mount (Emergency Key)		\$0.00	\$0.00
1.00	Havis	C-DMM-2001	Touch Screen Display Dash Mount for 2013-2019 Ford Interceptor Utility Vehicle		\$0.00	\$0.00
1.00	Havis	C-VS-0810-INUT-PM	2013-2019 Ford Interceptor Utility vehicle 19" Vehicle-Specific console with printer mount		\$0.00	\$0.00
1.00	Havis	C-LP2-PS1-USB	2 Lighter plug outlet w/ 1 switch & 1 USB cut outs		\$0.00	\$0.00
1.00	Havis	C-CUP2-I	Internal cup holders		\$0.00	\$0.00
1.00	Havis	C-AP-0645-L	6" Accessory Pocket W/Hinged Lid & Lock, 4.5" Deep		\$0.00	\$0.00
1.00	Havis	CG-X	ChargeGuard-Select		\$0.00	\$0.00
1.00	Havis	C-TTP-INUT-200	2013-2019 Ford Interceptor Utility Full Width Trunk Top Plate Tray		\$0.00	\$0.00
1.00	Havis	C-TTP-INUT-2	2013-2019 Ford Interceptor Utility Full Width Trunk Bottom Plate Tray		\$0.00	\$0.00
1.00	Havis	C-ARM-103	Armrest For Top Mount, Console, Large Pad		\$0.00	\$0.00
1.00	Havis	SBX-4004	12V Drawer Fan		\$0.00	\$0.00
1.00	Progard	RWG47UINT13A	Set of Three (rear cargo and rear side) Window Guards, 11 Gauge Steel, Grid Pattern, Black		\$0.00	\$0.00
1.00	Progard	CSC47UINT13	Steel Cargo Security Cover (for use w/ Pro-gard cargo barrier only)		\$0.00	\$0.00
1.00	Progard	PVS4714UINT13A	Poly Center Slider Window with Expanded Metal Insert		\$0.00	\$0.00
1.00	Progard	S4705UINT13OSB	Charcoal Grey ABS, Standard Transport Seat w/ 7 Ga. Steel Screen Window Cargo Barrier, and Outboard Seat Belts		\$0.00	\$0.00
1.00	Progard	WB47UINT13	Pair, Steel Window Bars (for use with DP47UINT13 ABS Rear Door Panels only)		\$0.00	\$0.00
1.00	Progard	DP47UINT13	Pair, Black ABS, Rear Door Panels (for use with WB47UINT13 & WBP47UINT13 only)		\$0.00	\$0.00
1.00	Progard	GVM4713D-H	Self-Supporting Dual Weapon Tri-Lock Gun Rack w/Handcuff Key		\$0.00	\$0.00
1.00	Progard	PB4716HDL006	HD Push Bumper w/ Four Whelen® Ion™ Duo™ Smoked Lens Two Red/White & Two Blue/White Lights		\$0.00	\$0.00
1.00	Elsag	140033	ELSAG Plate Hunter™ M7 – 3 Camera		\$0.00	\$0.00
1.00	Elsag	413352-22	M7 Transp. Cam Cable W/90-4:30 22FT		\$0.00	\$0.00
1.00	Elsag	413353-16	M7 Transp. Cam Cable W/90-7:30 16FT		\$0.00	\$0.00
1.00	Elsag	510322-5.X	EOC Operation Center License 5.X		\$0.00	\$0.00
1.00	Elsag	520001-MOBILE-3	1 Year Standard Hardware & Software Extended Warranty Three Camera System		\$0.00	\$0.00

Total Price

\$20,000.00



Grand Total

\$20,000.00

2018 FORD PIU MADDEN DEMO VEHICLE

VIN: 1FM5K8AT8JGC01138

MILEAGE: 71,320

INCLUDES A 1 YEAR ELSAG LPR HARDWARE/SOFTWARE WARRANTY



Quote Number 00002196
 Prepared By Jim Madden

Expiration Date 12/31/2024
 Email jmadden@tjmadden.com

Bill To Name Hall Co Sheriff's Office
 Bill To 2859 Browns Bridge Road
 Gainesville, GA 30504
 USA

Ship To Name Hall Co Sheriff's Office
 Ship To 2859 Browns Bridge Road
 Gainesville, GA 30504
 USA

Quantity	Manufacturer	Product	Product Description	Line Item Description	Price	Total Price
1.00	Madden	MISC NON-INVENTORY		2018 Ford PIU Madden Demo	\$0.00	\$0.00
1.00	Whelen	E385	LEGACY TRIO WCX 48" RBW		\$4,564.20	\$4,564.20
1.00	Whelen	C399	CENCOM CORE WCX CONTROL CENTER		\$829.80	\$829.80
1.00	Whelen	CCTL7	WeCanX 21 BUTTON/SLIDE CTRL HD		\$277.80	\$277.80
1.00	Whelen	C399K1	OBDII CANPORT KIT FORD/DODGE		\$103.80	\$103.80
2.00	Whelen	CEM16	WeCanX 16 OUTPUT EXPANSION MOD		\$171.60	\$343.20
2.00	Whelen	SA315P	SA315P SPEAKER, BLACK PLASTIC		\$241.80	\$483.60
2.00	Whelen	SAK1	SA-315 MOUNT KIT UNIVERSAL		\$30.60	\$61.20
1.00	Whelen	CHOWLER	WCX LOW FREQUENCY SIREN SYSTEM		\$555.00	\$555.00
1.00	Whelen	CEXAMP	WeCanX EXTERNAL AMPLIFIER		\$220.80	\$220.80
2.00	Whelen	TCRHT5	TRACER TRIO 5-LAMP HOUSING		\$909.60	\$1,819.20
1.00	Whelen	TCRB34	TRACER MT KIT EXPLORER/UTILITY		\$30.00	\$30.00
1.00	Whelen	60CREGCS	12V WHT/RED 6" COMPARTMENT LT		\$151.20	\$151.20
2.00	Whelen	3SRCCDCR	3" ROUND SPLIT RED/WHT COMPART		\$60.60	\$121.20
1.00	Whelen	PELCB	PERIMETER ENHANCEMENT LT BLK		\$138.00	\$138.00
1.00	Whelen	ISFW50Z	IE FST WC 10LT FORD UTILITY		\$813.00	\$813.00
10.00	Whelen	ISTRBC	INNER EDGE FST/RST TRIO R/B/W		\$72.00	\$720.00
1.00	Whelen	OEWT50	ION O.E. WC TRIO INTERCEPTOR		\$1,211.40	\$1,211.40
6.00	Whelen	OEI3RBAX	ADD 1 RBA/SMK ION OUTER EDGE		\$9.00	\$54.00
1.00	Whelen	RPWD34	ION REAR PILLAR WC DUO UTILITY		\$943.20	\$943.20
6.00	Whelen	OEI2JX	ADD 1 R-B/SMK ION OUTER EDGE		\$9.00	\$54.00
1.00	Whelen	LSVBKT50	LINSV MIRROR MT KIT 20 UTILITY		\$20.40	\$20.40
2.00	Whelen	LINSV2BX	SURFACE MT LINZ-V BLUE/SMOKE		\$189.00	\$378.00
1.00	Whelen	MBFX20	ION MIRROR-BEAM HSGS UTILITY		\$291.00	\$291.00
2.00	Whelen	I3SMJC	SURFACE MT TRIO ION R/B W/WHT		\$142.80	\$285.60
2.00	Whelen	V23BTPB	V2 SERIES LIGHT BLUE/BLACK		\$208.80	\$417.60
2.00	Whelen	TCRHD2	TRACER DUO 2-LAMP HOUSING		\$373.80	\$747.60
4.00	Whelen	TCRLBKT	TRACER "L" BRACKET MTG KIT		\$9.00	\$36.00

1.00	Havis	TSD-101	11.6" Capacitive Touch Screen Display	\$647.50	\$647.50
1.00	Havis	PKG-KB-208	Package - USB Keyboard With Mount (Emergency Key)	\$494.20	\$494.20
1.00	Havis	C-DMM-2001	Touch Screen Display Dash Mount for 2013-2019 Ford Interceptor Utility Vehicle	\$233.04	\$233.04
1.00	Havis	C-VS-0810-INUT-PM	2013-2019 Ford Interceptor Utility vehicle 19" Vehicle-Specific console with printer mount	\$458.90	\$458.90
1.00	Havis	C-LP2-PS1-USB	2 Lighter plug outlet w/ 1 switch & 1 USB cut outs	\$92.51	\$92.51
1.00	Havis	C-CUP2-I	Internal cup holders	\$31.79	\$31.79
1.00	Havis	C-AP-0645-L	6" Accessory Pocket W/Hinged Lid & Lock, 4.5" Deep	\$126.00	\$126.00
1.00	Havis	CG-X	ChargeGuard-Select	\$74.90	\$74.90
1.00	Havis	C-TTP-INUT-200	2013-2019 Ford Interceptor Utility Full Width Trunk Top Plate Tray	\$917.90	\$917.90
1.00	Havis	C-TTP-INUT-2	2013-2019 Ford Interceptor Utility Full Width Trunk Bottom Plate Tray	\$293.00	\$293.00
1.00	Havis	C-ARM-103	Armrest For Top Mount, Console, Large Pad	\$127.40	\$127.40
1.00	Havis	SBX-4004	12V Drawer Fan	\$75.60	\$75.60
1.00	Progard	RWG47UINT13A	Set of Three (rear cargo and rear side) Window Guards, 11 Gauge Steel, Grid Pattern, Black	\$354.90	\$354.90
1.00	Progard	CSC47UINT13	Steel Cargo Security Cover (for use w/ Pro-gard cargo barrier only)	\$452.90	\$452.90
1.00	Progard	PVS4714UINT13A	Poly Center Slider Window with Expanded Metal Insert	\$3,518.20	\$3,518.20
1.00	Progard	S4705UINT13OSB	Charcoal Grey ABS, Standard Transport Seat w/ 7 Ga. Steel Screen Window Cargo Barrier, and Outboard Seat Belts	\$1,522.50	\$1,522.50
1.00	Progard	WB47UINT13	Pair, Steel Window Bars (for use with DP47UINT13 ABS Rear Door Panels only)	\$224.00	\$224.00
1.00	Progard	DP47UINT13	Pair, Black ABS, Rear Door Panels (for use with WB47UINT13 & WBP47UINT13 only)	\$130.90	\$130.90
1.00	Progard	GVM4713D-H	Self-Supporting Dual Weapon Tri-Lock Gun Rack w/Handcuff Key	\$503.30	\$503.30
1.00	Progard	PB4716HDL006	HD Push Bumper w/ Four Whelen® Ion™ Duo™ Smoked Lens Two Red/White & Two Blue/White Lights	\$1,188.60	\$1,188.60
1.00	Elsag	140033	ELSAG Plate Hunter™ M7 - 3 Camera	\$18,502.00	\$18,502.00
1.00	Elsag	413352-22	M7 Transp. Cam Cable W/90-4:30 22FT	\$75.00	\$75.00
1.00	Elsag	413353-16	M7 Transp. Cam Cable W/90-7:30 16FT	\$49.50	\$49.50
1.00	Elsag	510322-5.X	EOC Operation Center License 5.X	\$1,275.00	\$1,275.00
1.00	Elsag	520001-MOBILE-3	1 Year Standard Hardware & Software Extended Warranty Three Camera System	\$1,845.00	\$1,845.00

Total Price

\$48,885.33

Grand Total

\$48,885.33



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\$25,795 + \$48,885.33 FOR EQUIPMENT

→ Fair Deal + 5,500 LABOR

\$80,180.33 TOTAL

Deal Gauge™

Powered by Cars.com

We compared this car with similar 2018 Ford Utility Police Interceptors based on price, mileage, features, condition, and several other factors.

\$25,795

This is a fair deal. Why?



Avg. market price range

\$20.2K

\$22.5K

\$24.7K

\$27K

Suggested next steps

Get prequalified

- ✓ No impact to your credit score.
- ✓ Get an instant, personalized offer with real monthly payments on this car.
- ✓ Know your offer before visiting the dealership.

Get prequalified

Not all customers will qualify. All decisions related to submission of consumer's credit application, assignment of financing agreement, and available lenders are at sole discretion of the dealer. Cars.com is not an automobile dealer or a lender, and will not render a credit decision.

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\$20,995 + \$48,885.33 FOR EQUIPMENT
+ \$5500 FOR LABOR

➤ Good Deal | \$168 under

\$75,380.37 TOTAL

Deal Gauge™

Powered by Cars.com

We compared this car with similar 2018 Ford Utility Police Interceptors based on price, mileage, features, condition, and several other factors.



\$20,995

Good Deal \$168 under

Avg. market price \$21,163

\$19.3K

\$20.7K

\$22.2K

\$23.6K

Suggested next steps

Get prequalified

- ☑ No impact to your credit score.
- ☑ Get an instant, personalized offer with real monthly payments on this car.
- ☑ Know your offer before visiting the dealership.

[Get prequalified](#)

Not all customers will qualify. All decisions related to submission of consumer's credit application, assignment of financing agreement, and available lenders are at sole discretion of the dealer. Cars.com is not an automobile dealer or a lender, and will not render a credit decision.

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Quote Number 00002195
 Prepared By Jim Madden

Expiration Date 12/31/2024
 Email jmadden@tjmadden.com

Bill To Name Hall Co Sheriff's Office
 Bill To 2859 Browns Bridge Road
 Gainesville, GA 30504
 USA

Ship To Name Hall Co Sheriff's Office
 Ship To 2859 Browns Bridge Road
 Gainesville, GA 30504
 USA

Quantity	Manufacturer	Product	Product Description	Line Item Description	Price	Total Price
1.00	Madden	MISC NON-INVENTORY		2020 Ford PIU Madden K9 Demo Vehicle	\$0.00	\$0.00
1.00	Whelen	60CREGCS	12V WHT/RED 6" COMPARTMENT LT		\$151.20	\$151.20
4.00	Whelen	TLI2JX	ION T-SERIES LINEAR DUO RB SMK		\$123.60	\$494.40
4.00	Whelen	TLI2EX	ION T-SERIES LINEAR DUO BW SMK		\$123.60	\$494.40
4.00	Whelen	TLI2DX	ION T-SERIES LINEAR DUO RW SMK		\$123.60	\$494.40
2.00	Whelen	TLM12D	MINI ION T-SERIES LT RED/WHT		\$92.40	\$184.80
2.00	Whelen	TLM12E	MINI ION T-SERIES LT BLU/WHT		\$92.40	\$184.80
2.00	Whelen	XI3SMJA	SURFACE MT TRIO ION R/B W/AMB		\$150.60	\$301.20
1.00	Whelen	MBFX20	ION MIRROR-BEAM HSGS UTILITY		\$291.00	\$291.00
2.00	Whelen	ARGES2	ARGES PROFOCUS REMOTE SPOTLT		\$536.40	\$1,072.80
1.00	Whelen	ARG50P	PASS FENDER MT INTERCEPTOR SUV		\$67.80	\$67.80
1.00	Whelen	ARG50D	DRVR FENDER MT INTERCEPTOR SUV		\$67.80	\$67.80
1.00	Whelen	ARGCH2	ARGES SWIVEL MT CONTROL HEAD		\$207.00	\$207.00
1.00	Whelen	LINSV2R	SURFACE MT LINZ V-SERIES RED		\$181.20	\$181.20
1.00	Whelen	LINSV2B	SURFACE MT LINZ V-SERIES BLUE		\$181.20	\$181.20
1.00	Whelen	LSVBKT50	LINSV MIRROR MT KIT 20 UTILITY		\$20.40	\$20.40
2.00	Whelen	PSJ02FCR	STRIP-LITE+ DUO FLASHR RED/BLU		\$127.80	\$255.60
2.00	Whelen	PSBKT90	STRIP-LITE+ 90 DEG MT KIT		\$18.60	\$37.20
4.00	Whelen	I3JC	TRIO ION R/B W/ WHT OVERRIDE		\$142.80	\$571.20
1.00	Whelen	IONPEDB	ION PEDESTAL MOUNT KIT BLACK		\$52.80	\$52.80
1.00	Whelen	XI3JC	TRIO ION R/B WHT OVERRIDE SMK		\$150.60	\$150.60
1.00	Whelen	IONBKT1	ION LICENSE PLATE BKT HORIZ.		\$26.40	\$26.40
2.00	Whelen	VTX609C	VERTEX SUPER-LED LIGHT WHITE		\$84.60	\$169.20
2.00	Whelen	TLM12J	MINI ION T-SERIES LT RED/BLU		\$92.40	\$184.80
2.00	Whelen	3SRCCDCR	3" ROUND SPLIT RED/WHT COMPART		\$60.60	\$121.20
2.00	Whelen	PSCOMP	STRIP-LITE+ COMPARTMENT LT HI		\$102.60	\$205.20
2.00	Whelen	PSBKT45	STRIP-LITE+ 45 DEG MTG KIT		\$18.60	\$37.20

1.00	Whelen	PELCB	PERIMETER ENHANCEMENT LT BLK	\$138.00	\$138.00
2.00	Whelen	TCRHT5	TRACER TRIO 5-LAMP HOUSING	\$909.60	\$1,819.20
2.00	Whelen	TCRB50	TRACER MTG KIT INTERCEPTOR SUV	\$30.00	\$60.00
1.00	Whelen	S30MB	30" SUMMIT W/ MARKER BLK	\$988.80	\$988.80
1.00	Whelen	SUBKT1B	Summit Universal mount kit 9-44"	\$0.00	\$0.00
2.00	Whelen	SUCBL15	SUMMIT 15' CABLE	\$69.00	\$138.00
1.00	Whelen	RPWT50	ION REARPILLAR WC TRIO UTILITY	\$1,197.00	\$1,197.00
4.00	Whelen	OEI3RBAX	ADD 1 RBA/SMK ION OUTER EDGE	\$9.00	\$36.00
2.00	Whelen	OEI3RBCX	ADD 1 RBW/SMK ION OUTER EDGE	\$9.00	\$18.00
1.00	Whelen	BS508T	I-E RST WCX 8-LT TRIO UTILITY	\$822.60	\$822.60
10.00	Whelen	ISTRBA	INNER EDGE FST/RST TRIO R/B/A	\$72.00	\$720.00
1.00	Whelen	BSFW50ZT	I-E FST WCX TRIO 10-LT UTILITY	\$813.00	\$813.00
10.00	Whelen	ISTRBC	INNER EDGE FST/RST TRIO R/B/W	\$72.00	\$720.00
1.00	Whelen	C399	CENCOM CORE WCX CONTROL CENTER	\$829.80	\$829.80
1.00	Whelen	CCTL6	WeCanX KNOB/SLIDE CONTROL HEAD	\$277.80	\$277.80
2.00	Whelen	CEM8	WeCanX 8 OUTPUT EXPANSION MOD	\$133.20	\$266.40
2.00	Whelen	CEM16	WeCanX 16 OUTPUT EXPANSION MOD	\$171.60	\$343.20
1.00	Whelen	CEXAMP	WeCanX EXTERNAL AMPLIFIER	\$220.80	\$220.80
1.00	Whelen	CHOWLER	WCX LOW FREQUENCY SIREN SYSTEM	\$555.00	\$555.00
1.00	Whelen	E325	LEGACY TRIO WCX 54" RBW	\$4,791.00	\$4,791.00
1.00	Havis	TSD-101	11.6" Capacitive Touch Screen Display	\$555.00	\$555.00
1.00	Havis	C-DMM-2018	Touch Screen Display Dash Mount for 2020-2021 Ford Interceptor Utility Vehicle	\$221.94	\$221.94
1.00	Havis	PKG-KB-203	Package - Bluetooth Keyboard With Mount	\$513.00	\$513.00
1.00	Havis	C-ADP-112	Adapter Plate For Mounting Amps Device To VESA Device	\$11.40	\$11.40
1.00	Havis	PKG-VSX-1800-INUT-PM-1	Package - 2020-2023 Ford Interceptor Utility VSX Console With Front PocketJet 6 & 7 Printer Mount For Laptop Docking Stations	\$1,031.40	\$1,031.40
1.00	Havis	K9-F28-XL-B	Extended K9 Transport System For 2020-2023 Ford Interceptor Utility - Black	\$4,397.40	\$4,397.40
1.00	Havis	K9-A-104	Window Guard & K9 Transport Fan Option	\$459.20	\$459.20
1.00	Havis	K9-A-103	K9 Transport Water Bowl Option	\$58.80	\$58.80
1.00	Havis	K9-A-102	K9 Transport Ceiling Fan Option	\$154.00	\$154.00
1.00	Havis	K9-A-201	K9 Transport Heat Alarm Unit Option	\$2,197.30	\$2,197.30
1.00	Havis	K9-A-304	K9 transport no K9 left behind option	\$159.88	\$159.88
1.00	Havis	CG-X	ChargeGuard-Select	\$74.90	\$74.90
1.00	Havis	C-EB35-RHP-1P	1-Piece Equipment Mounting Bracket, 3.5" Mounting Space, - Fits Acek9 Hot-N-Pop Control Head Used In Havis Model K9-A-201 Series Kits	\$0.00	\$0.00


1.00	Havis	DS-PAN-432-2	Docking Station For Panasonic TOUGHBOOK 55 Laptop With Advanced Port Replication & Dual Pass-Thru Antenna Connections With LIND Power Supply	\$1,017.80	\$1,017.80
1.00	Havis	C-HDM-134	Fixed Adapter Plate Short	\$67.90	\$67.90
2.00	Havis	SBX-1002	Medium Modular Storage Drawer With Heavy-Duty Lock	\$1,131.20	\$2,262.40
1.00	Havis	SBX-3003	Open Storage Drawer Topper	\$186.20	\$186.20
1.00	Havis	SBX-5001	2020-2023 Ford Interceptor Utility Storage Drawer Mount With Havis K9	\$408.10	\$408.10
4.00	Havis	SBX-4004	12V Drawer Fan	\$75.60	\$302.40
2.00	Havis	SBX-4003	12V LED Drawer Light	\$71.40	\$142.80
1.00	Havis	SBX-4002	Foam Inserts For Large Drawers	\$102.90	\$102.90
1.00	Havis	SBX-4008	Replacement Rubber Drawer Liners	\$25.90	\$25.90
2.00	Havis	SBX-4010	Drawer Connector Kit	\$53.20	\$106.40
1.00	Progard	PB4720HDL006	HD Push Bumper w/ Four Whelen® Ion™ Duo™ Smoked Lens Two Red/White & Two Blue/White Lights	\$1,188.60	\$1,188.60
1.00	Elsag	140033	ELSAG Plate Hunter™ M7 – 3 Camera	\$18,502.00	\$18,502.00
1.00	Elsag	413352-22	M7 Transp. Cam Cable W/90-4:30 22FT	\$75.00	\$75.00
1.00	Elsag	413353-16	M7 Transp. Cam Cable W/90-7:30 16FT	\$49.50	\$49.50
1.00	Elsag	510322-5.X	EOC Operation Center License 5.X	\$1,275.00	\$1,275.00
1.00	Elsag	520001-MOBILE-3	1 Year Standard Hardware & Software Extended Warranty Three Camera System	\$1,845.00	\$1,845.00
				Total Price	\$58,352.52
				Grand Total	\$58,352.52




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 **WHITE BEAR LINCOLN**

3425 North Highway 
St. Paul, MN 55110

WHITE BEAR LINCOLN

WhiteBearLincoln  1/27

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\$36,000 + \$58,352.52 FOR EQUIPMENT

↗ Good Deal + 6500.00 FOR LABOR

\$100,852.52 TOTAL

Deal Gauge™

Powered by Cars.com

We compared this car with similar 2020 Ford Utility Police Interceptors based on price, mileage, features, condition, and several other factors.

\$36,000
This is a good deal.



Avg. market price range

\$31.6K

\$33.9K

\$36.3K

\$38.6K

Suggested next steps

Get prequalified

- ☑ No impact to your credit score.
- ☑ Get an instant, personalized offer with real monthly payments on this car.
- ☑ Know your offer before visiting the dealership.

[Get prequalified](#)

Not all customers will qualify. All decisions related to submission of consumer's credit application, assignment of financing agreement, and available lenders are at sole discretion of the dealer. Cars.com is not an automobile dealer or a lender, and will not render a credit decision.

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\$32,999 + \$58,352.52 For Equipment

+ 6,500.00 For Labor

→ Fair Deal

\$97,851.52 TOTAL

Deal Gauge™

Powered by Cars.com

We compared this car with similar 2020 Ford Utility Police Interceptors based on price, mileage, features, condition, and several other factors.

\$32,999

This is a fair deal. [Why?](#)



Avg. market price range

\$27.5K

\$29.9K

\$32.2K

\$34.6K

Suggested next steps

Get prequalified

- ✔ No impact to your credit score.
- ✔ Get an instant, personalized offer with real monthly payments on this car.
- ✔ Know your offer before visiting the dealership.

Get prequalified

Not all customers will qualify. All decisions related to submission of consumer's credit application, assignment of financing agreement, and available lenders are at sole discretion of the dealer. Cars.com is not an automobile dealer or a lender, and will not render a credit decision.

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AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (05/20/24)

REPORT TO: Voting Meeting (05/23/24)

ITEM NO: 277/2024

SUBJECT: Approve the award of IFB #004-45 Emergency Lighting & Sirens Supply to West Chatham Warning Devices, Inc. of Savannah, GA. The estimated annual cost is \$385,000.00.

Meetings:

Work Session Date: 05/20/24

Voting Meeting Date: 05/23/24

Executive Summary:

Presenter: LJM

Recommendation:
Approve.

Purpose of Request:

Approve the award of IFB #004-45 Emergency Lighting & Sirens Supply to West Chatham Warning Devices, Inc. of Savannah, GA. The estimated annual cost is \$385,000.00.

History:

West Chatham Warning Devices was the previous contract holder and is a vendor in good standing with the County.

Facts and Issues:

This is year one (1) of a possible five (5) year contract. For the items that were bid on by each vendor, West Chatham is the lowest cost provider.

Options:

Funding Requested

\$ 385,000.00

Are funds within current budget?

Yes

Source of Funds

SPLOST VIII and General

Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?

Yes

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item?

Approvals:

Buyer	Submit	Approve	Purchasing
JD	SC	SC	AP
Budget	Finance	Attorney	Administration
EW	TS	WLI	CR
Clerk			
JR			

Attachments:

Financial Supplement
Contract - West Chatham
Bid Tabulation



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 277/2024

Funds Requested: \$ 385,000.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

SPLOST VIII and General

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	324-SPLOST VIII	3310-SHERIFF OPERATIONS	542200-MOTOR VEHICLES	\$225,000.00
2025	100-GENERAL FUND	3310-SHERIFF OPERATIONS	522205-VEHICLE MAINTENANCE	\$160,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: JM

Phone:

678-618-1235



Hall County Government
FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

Date: 04/26/2024

To: Richard Higgins, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached bid/contract award documents for:

Bid/Contract No: 004-45

Bid/Contract Name: Emergency Lighting & Sirens Equipment Supply

Department(s) Requesting Contract: Sheriff

Award Recipient Name: West Chatham Warning Devices

Contract Description:

Annual Contract New Renewal

Prior Year's Spend: \$302,424

Price Increase Requested Increase Percentage: 0%

Project/Service Contract Estimated Amount: \$0

Product Contract Estimated Amount: \$385,000

Comments: Year one (1) of a possible five (5) year contract. This is a new contract for FY25. West Chatham was the contract holder of the previous contract and is a vendor in good standing with the County. Of the items that were bid on by each vendor, West Chatham is the lower cost provider. The bid tabulation for that comparison is attached as well as the full tabulation per vendor.

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR
Taylor Samples, CPA



Hall County Government
FINANCIAL SERVICES

EXHIBIT B - CONTRACT FOR SERVICES

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT # 004-45

For the provision of
Emergency Lighting & Sirens Supply

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

ARTICLE #101 - INTRODUCTION

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

2208
Gamble
Rd

This Contract for Emergency Lighting & Sirens Supply (hereinafter
"Services") as entered into on 4-1-24, and with an
Effective Date of July 1, 2024, is by and between; Hall County, Georgia,
(hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville,
Georgia 30504, and West Chatham Warning Devices
Savannah GA 31405 (hereinafter "Contractor"). Contractor is an
entity that is legally registered and qualified, and holding any such
licenses and certifications as may be required to render Services to do
business in the State of Georgia. County and Contractor are known
individually as a "Party" and collectively as the "Parties".

Whereas, the Parties do mutually desire to enter into this Contract to
document the provision of Services or other good and valuable
consideration by the Contractor to the County in exchange for payment
as compensation, and

Whereas, this contract will become legally binding and executed upon
signature by both parties, and

Whereas, any Exhibits, Attachments, and references are all
incorporated herein by reference,

NOW, THEREFORE and in consideration of the terms, conditions, mutual
promises, covenants and agreements made as expressed and contained
herein, or attached and incorporated and made a part hereof, and other
good and valuable consideration, expressed by a valid offer and
acceptance, the receipt and sufficiency of which the parties hereby
acknowledge, the Parties hereto agree as follows:

ARTICLE #102 - CONTRACT

- A. Contractor agrees to provide the Services to the County as detailed
as the Scope of Work.
B. County hereby agrees as good and valuable compensation as
provided in EXHIBIT C- MANDATORY PRICING, as incorporated herein

by reference, (including Performance & Payment Bonds and all permits if required) shown below: **N/A**

- C. **Price Escalation Clause.** - Contractor may request up to a three-percent (3%) price increase at time of contract renewal. Price increases are not guaranteed.

ARTICLE #103 - NOTICES:

To the extent that either party to this Contract are required to provide notice(s) to the other party in compliance herewith, then the party shall direct notice(s) to the following persons:

COUNTY PROJECT MANAGER

Sargent Mike Free
Hall County Quartermaster
2460 Athens Hwy.
Gainesville, GA 30501
Email: mfree@hallcounty.org
Ph: (770)531-6881

COUNTY ISSUING OFFICER

Julie Dorough
Buyer
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
jdorough@hallcounty.org
Ph: (770) 535-8270

CONTRACTOR'S CONTACT INFO

Name *Andrea Padgett*
Title *VP*
Address 1 *2208 Gamble Rd.*
Address 2
City, State, Zip *Savannah, GA 31405*
Ph: *912-234-2600*
Email: *andrea.p@westchatham.com*

REMIT-TO ADDRESS (if different).

ARTICLE #104 – NON-EXCLUSIVE RIGHTS:

The Contract is, not exclusive. The County reserves the right to select other Contractors to provide the Services similar to those described in this Contract, during the term of the Contract should the need arise or the contractor fail to perform.

ARTICLE #105 – CONTRACT TERM:

For multi-year contracts the term will be for one (1) initial year followed by four (4) one-year renewal options. Renewals are not automatically renewed nor guaranteed.

ARTICLE #106 - CONTRACT AMENDMENTS AND MODIFICATION:

This Contract can only be modified, amended, or added to in writing and fully executed by both parties hereto. This Contract document constitutes the sole and entire Contract

and understanding between the parties as to the subject matter hereof, and no verbal promises have been made by either party in relation hereto.

ARTICLE # 107 – REMEDIES AND CONTRACT PERFORMANCE:

In the event that either party to this Contract breaches this Contract, including by failure to meet the timetables set forth herein, the non-breaching party shall provide written notice to the breaching party which describes the breach of this Contract. The party whose breach is alleged shall have thirty (30) days from the date of receipt of the written notice to cure the breach or to otherwise negotiate a resolution of the breach.

If the breach has not been cured and the parties hereto have not resolved the issue described in the notice letter by thirty (30) days after receipt of the notice letter, the party authoring the letter shall be entitled to seek any and all remedies allowed by Georgia law, including damages, equitable relief, declaratory relief, specific performance, and/or seeking relief as to any bonds issued hereon. Additional provisions are;

A. Delay or Impossibility of Performance. Any failure or delay must be beyond the control of and without the fault or negligence of the Contractor. If the Services to be provided to the County are interrupted by a Force Majeure Event, as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due to the Contractor under this Contract. If delay results from a subcontractor's negligent conduct or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract. Epidemics and pandemics are not considered Force Majeure events by the County.

Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, acts of war, civil unrest, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch, whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of Force Majeure.

Definition: The term 'force majeure' as defined in Black's Law Dictionary, is 'an event or effect that can be neither anticipated nor controlled. It is a contractual provision allocating the risk of loss if performance becomes impossible or

impracticable, especially as a result of an event that the parties could not have anticipated or controlled.”

- B. **Obligations beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Contract.
- C. **Transition Cooperation with the County and Cooperation with other Contractors.** Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and reasonable cooperation and assistance to the County to ensure an orderly and efficient transition to the County or an alternative Contractor. Further, in the event that the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with such other Contractors. Contractor shall not engage in any act that will interfere with the performance of work by any other Contractor(s).

ARTICLE # 108 - TERMINATION:

The County may terminate this Contract by providing sixty (60) days written notice to the other party at any time. Should either party terminate this Contract prior to the date of automatic termination, Contractor shall provide the County with all deliverables up to the date of termination thirty (30) days after the Notice to Terminate is issued. The County shall pay the Contractor for all work properly performed in compliance with the terms of the Contract up to the date of termination.

- A. **Termination for Convenience.** Following sixty (60) days written notice, either party may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.
- B. **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
 - 1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.
 - 2. The County determines that contractor's satisfactory performance of the Contract substantially endangered or that default is likely to occur.
 - 3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
 - 4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law

including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.

5. The Contractor has failed to comply with applicable federal, state and local laws, rules, County ordinances, regulations and orders when performing within the scope of the Contract.
6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with ARTICLE #108.C. below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.

C. Notice of Default. If either party causes one or more of the default events set out in ARTICLE #108, then either party shall issue a written Notice-of-Default to the party that causes one or more of the default events, requesting that the breach or noncompliance be remedied within the period of time specified in the party's Notice-of-Default to the Contractor. If the breach or noncompliance is not remedied within the period specified in the written notice, the non-breaching party may:

1. Immediately terminate the Contract for default without additional written notice.
2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

D. Termination Due to Non-Availability of Funds.

This Contract will terminate immediately and absolutely if the County determines that adequate funds are de-appropriated such that the County cannot fulfill its obligations under the Contract, such determination being at the County's sole discretion and conclusive. County agrees to provide prompt written notice to Contractor in the event of any de-appropriation.

E. Termination due to Failure of Contractor to Act.

The County may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:

1. In the event that the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees or sub-Contractors have caused, or reasonably could cause, life, health or safety to be jeopardized.
3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal activity, incorrect or incomplete.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the Performance and Payment Bonds (if required) as and when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in ARTICLE #123 - PERFORMANCE AND PAYMENT BOND REQUIREMENT.

F. **Payment Limitation in Event of Termination.** In the event of termination of the Contract for any reason by either party, the County shall pay only those amounts, if any, due and owing to the Contractor for Services actually received and accepted by the County up to and including the date of termination of the Contract and for which the County is obligated to pay pursuant to the Contract.

G. **The Contractor's Termination Duties.** Upon receipt of notice of termination, the Contractor shall:

1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
2. Immediately cease using and return to the County, any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.
4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and
5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

H. Liquidated Damages. N/A for this contract

ARTICLE # 109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY:

The parties agree that the County shall not be responsible for defending or indemnifying any Contractor from any claim brought by any third party against the Contractor.

ARTICLE #110 - ASSIGNMENT AND DELEGATION BY CONTRACTOR:

The Contractor shall not assign or delegate this Contract, or any performance required by it, in whole or in part, without the prior express written consent of the County.

ARTICLE #111 – USE OF THIRD PARTIES (SUB-CONTRACTORS):

This Contract is for the benefit of the parties hereto only and is not intended to benefit any third-party or give rise to any duty or causes of action for any third party. All restrictions, obligations and responsibilities of the Contractor under the Contract shall also apply to third parties such as sub-Contractors, if allowed in writing by the County. Any Contract with a subcontractor must also preserve the rights of the County.

ARTICLE #112 – SUPERSEDES FORMER CONTRACTS

Unless otherwise specified in the Contract, this Contract supersedes all prior Contracts or Agreements between the County and the Contractor for the Services provided in connection with the Contract.

ARTICLE #113 - SEVERABILITY:

If any paragraph, sub-paragraph, sentence, clause, phrase, or portion of this Contract is declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this Contract 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 remaining portions of this Contract not so held to be invalid or the application of this Contract to other circumstances not so held to be invalid.

ARTICLE # 114 - RECORDS:

A. **Public Records Request.** The Georgia Open Records Act, as provided in O.C.G.A. § 50-18-70 et seq, requires procurement records and all other records received by or prepared or maintained on behalf of the County, shall be made open to public inspection, unless otherwise provided by law.

- B. **Record Retention and Access.** The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the County throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

ARTICLE # 115 - ADDITIONAL TERMS:

- A. The County shall not be bound by any terms and conditions included in any Contractor's literature, packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level agreement or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.
- B. The County shall not be bound to any Terms and Conditions of the Contractor that are only accessible by hyper-link. All Terms and Conditions must be in print and approved by the County.

ARTICLE # 116 - WAIVER:

The failure of any party hereto to seek a remedy for any alleged breach of this Contract shall not constitute a waiver of any claim, cause of action, or remedy allowed by Georgia law for breach thereof.

ARTICLE # 117 - CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS:

- A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment (chemical, material, etc., if applicable) considered by the County to be hazardous (or toxic) to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes as quickly as possible. In the event of such replacement, Contractor shall notify County of any resulting replacement, (ii) introduce the individual serving as the replacement to County, and (iii) provide County with a résumé and any other information regarding the individual that may be reasonably requested by County.
- B. The County has the right to require the Contractor to reassign or remove any employee or subcontractor's employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is not suitable. The County's decision on this matter shall be final, and Contractor will remove this employee immediately and replace with a person of at least equivalent

training, experience and requisite qualifications as quickly as possible, subject to the County's prior approval.

- C. Contractor agrees to obtain prior written approval from the County for the use of sub-Contractors to provide the Services described in *SCOPE OF WORK* prior to subcontractor's performance of work.

ARTICLE # 118- INSURANCE REQUIREMENTS:

Workers Compensation Insurance: Required for all contracts.

- a. \$500,000 Bodily Injury by Accident Each Accident
- b. \$500,000 Bodily Injury by Disease Each Disease
- c. \$500,000 Bodily Injury by Disease Each Employee

Additional Provisions: Waiver of Subrogation. The insurer agrees to waive all rights of subrogation against Hall County Board of Commissioners (BOC), its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for Hall County BOC; but this provision applies regardless of whether or not Hall County BOC has received a waiver of subrogation from the insurer.

General Liability Insurance: Required for all contracts.

- a. \$2,000,000 General Aggregate
- b. \$2,000,000 Products & Completed Operations Aggregate
- c. \$1,000,000 Each Occurrence
- d. \$1,000,000 Personal & Advertising Injury
- e. \$500,000 Damages to Premises / Fire / Legal
- f. \$5,000 Medical Payments

Commercial Auto Liability Insurance: Required for all contracts, except for Goods and/or Services that are remote in nature and/or are delivered by a professional delivery service.

- a. \$1,000,000 Combined Single Limit OR
- b. \$500,000 per Person
- c. \$500,000 per Occurrence
- d. \$100,000 Property Damage
- e. \$1,000 for Medical Payments (no fault coverage)

Additional Provisions:

- a. Uninsured motorists' coverage should be equal to the per occurrence limit except for contracts with other governmental entities
- b. Coverage shall be included for any owned, leased, hired, or non-owned autos
- c. For any contracts involving the transportation of hazardous materials, limited, pollution endorsement ISO form CA9948 or its equivalent shall be on the policy

Umbrella Liability Insurance: Required for all contracts

- a. \$1,000,000 per Occurrence

Additional Provisions:

- a. Underlying coverage shall be General Liability, Automobile Liability, and Employers Liability (Workers Compensation)
- b. Minimum limit of \$5,000,000 per occurrence for all contracts over \$1,000,000 or involving any special risks or high hazard activities
- c. Minimum limit of \$5,000,000 for automobile coverage for any transportation contracts involving seniors, special education, transit services, students, or youths.
- d. Concurrent policy dates with primary liability policies except for workers compensation

ARTICLE # 119 – NO WAIVER:

- A. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its terms. The representatives of the parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto.”
- B. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
- C. **Vehicles and Equipment.** With the exception of any specified County Owned Equipment and Vehicles listed herein, Contractor warrants that no Contractor employees, sub-contractors or others will use County owned vehicles or equipment in the performance of this Contract without express written consent. Contractor shall be responsible for providing all transportation necessary to deliver Services under the Contract.

ARTICLE # 120 – INTELLECTUAL PROPERTY RIGHTS and OWNERSHIP:

Contractor agrees it will not use the name or any intellectual property, including but not limited to, County trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the County.

ARTICLE # 121 - COMPENSATION:

- A. The County will pay the Contractor for the Services provided pursuant to this Contract and in accordance with the prices quoted and conditions set forth herein. Payments will be made monthly in arrears to the Contractor after

acceptance of the Contractor's delivered Services by the County, and after receipt of undisputed invoice to the County.

- B. Prices quoted shall be firm and fixed throughout the term of this Contract, unless otherwise Amended or Modified by mutual agreement.
- C. Cost may be prorated for Services added or removed under this Contract to align cost with the remaining term of Contract.
- D. It is understood that this bid or proposal is made without collusion or fraud. Contractor understands and acknowledges that collusive bidding is a violation of state and federal law and may result in the cancellation of the Contract.

ARTICLE # 122 - COUNTY PAYMENT TO CONTRACTOR:

- A. The County will issue a Notice to Proceed (NTP) to the Contractor, and Purchase Order(s) (herein after 'PO'). The terms of this Contract shall be incorporated by reference into any and all PO(s) issued prior to the expiration or termination of this Contract. The County will issue the PO by electronic mail (e-mail) to the Contractor's representative in *ARTICLE #103 - NOTICES*. A PO is considered "issued" when the e-mail containing the PO is sent by the County to the Contractor.

The Contractor shall not deliver any Services, equipment, devices, or components thereof until authorized in writing by the County through issuance of a PO, which shall provide a commencement Notice to Proceed date. Any work, including but not limited to travel, preliminary meetings, planning, etc., performed outside of the terms and conditions of and before the issuance of the PO will not be considered for payment. Verbal communications from the County to the Contractor shall not authorize Contractor to begin work or ship any product. The County shall only be liable for payment for goods or services strictly authorized by a PO.

The Scope of Services shall remain in effect from the Notice to Proceed to completion of the project. The Parties agree that the County will not pay or otherwise compensate the Contractor for any Services, materials, equipment, devices or components thereof outside of the Scope of Work and/or beyond the term of this Contract, unless specifically authorized in writing as evidenced by an amendment (see *ARTICLE #106 - CONTRACT AMENDMENTS & MODIFICATION*), a time extension letter, or as otherwise authorized by the County.

B. Invoice/Payment.

- 1. Contractor shall invoice the County via email each month solely to accountspayable@hallcounty.org and only after the County inspects and

accepts the Services provided. Receipt of the Services does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in *ARTICLE #102*.

2. Each invoice shall include the Contractor's current "Remit to" address; a description of the Services provided; the invoice amount; the Contract number; and the associated PO number issued. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services.
3. The County does not pay for services not yet received but only in arrears.
4. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract.

C. Unsatisfactory Performance; Delay of Payment.

1. If the County determines that the quality of the Services provided are deficient, unacceptable, or unsatisfactory, the County's Project Manager identified in *ARTICLE #103* shall issue a written notice to Contractor. Contractor agrees that upon receipt of the written notice, it shall make every effort to correct the deficiency (ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiencies, the County reserves the right to delay or deny payment pursuant to this *ARTICLE #122* or terminate the Contract (*ARTICLE #108 – TERMINATION PROVISIONS*).
2. **Delay of Payment Due to Contractor's Failure.** If the County determines that the Contractor has failed to perform or deliver any Services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such Services are delivered and accepted. In this event, the County may withhold that portion of the Contractor's compensation, which represents payment for Services that were not delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the County to incur costs, the County may deduct the amount of such incurred costs as liquidated damages from any amounts payable to Contractor. The County's authority to deduct such incurred costs shall not in any way affect the County's authority to terminate the Contract.

D. Set-Off Against Sums Owed by the Contractor. In the event that the Contractor owes the County any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the County may set off the sum owed by the Contractor against any sum owed to the Contractor, in the County's sole discretion.

E. Final Payment. Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.

- F. The Contractor must not "Factor or Assign Payments" to another or a financial institution. The County will only pay the party to whom it is contracted with. The County will not in any circumstances pay a third-party.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS (not applicable)

The Contractor must furnish to the County both a Performance and Payment Bond, both equal to one-hundred percent (100%) of the Contract's total initial award dollar amount. The County will only issue a Notice-to-Proceed after the bonds are received. Only surety companies licensed to do business in the State of Georgia are acceptable. The Contractor is required to provide new bonds at the issuance of each Renewal Option Term(s) or Extension(s) that follow.

The Contractor must provide all required bonding instruments to the County prior to commencement of any work. The County will consider any work done prior to the receipt of bonding instruments as null-and-void and thus not eligible for compensation.

ARTICLE #124 – RETAINAGE (not applicable)

The County will retain funds to be withheld from compensation in compliance with Georgia law. Hall County may hold up to five-percent (5%) retainage throughout the entire project and will release said retainage at the point of completion and final acceptance by the County.

ARTICLE #125 – VENUE AND GOVERNING LAW

The parties agree that this Contract shall be interpreted, construed, and enforced in accordance with the laws of the State of Georgia. To the extent that either party may bring a legal suit to enforce the terms of this Contract, including suit in equity, the parties agree and consent to file any such suit in the Superior Court of Hall County, Georgia.

ARTICLE # 126 - NOTICE OF INTENT TO LITIGATE

Contractor hereby agrees not to file any civil action of disputes or claims relating to the Contract except after first giving thirty days (30) written notice to the County of the claim and the intent to initiate a civil action.

ARTICLE # 127- GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (E-Verify):

- A. By signing this Contract, the Contractor certifies that prior to and throughout the performance of all applicable work under this Contract it will remain in full compliance with all federal and state immigration laws, including but not limited to 8 U.S.C. § 1324a and the Georgia Security and Immigration Compliance Act (O.C.G.A. §13-10-90 et seq.), as amended by the Illegal Immigration Reform and Enforcement Act of 2011, regarding the verification of employment eligibility of employees under the Immigration Reform and

Control Act of 1986. Contractor will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this Contract or any subcontract or sub-subcontract hereunder.

- B. Contractor further certifies its compliance with the aforementioned federal and state immigration laws set forth by signing a sworn affidavit, the Georgia Security and Immigration Compliance Act Affidavit, notarized by an Official Notary Public, and obtaining the same affidavits from any sub-contractor providing services pursuant to this Contract.

ARTICLE # 128 – ORDER OF PRECEDENCE:

In the event of any inconsistency, ambiguity, or conflict among the specific provisions of the Contract and the Contractor's Response, the order of precedence shall be as follows:

- A. First, any amendments to the Contract, including all Exhibits thereto.
- B. Second, the Contract itself, including all Exhibits thereto.
- C. Third, Attachments appended to the Contract.

ARTICLE # 129 – CONTRACT EXHIBITS AND ATTACHMENTS:

The Parties mutually acknowledge that all Exhibits and Attachments listed below made a part of this Contract, as though expressly written in the IFB documents and the bidder's response, are herein incorporated into this contract by reference.

ARTICLE # 130 - ENTIRE CONTRACT:

This Contract, as executed and approved, shall constitute the entire agreement between the Parties and supersedes all other prior and contemporaneous statements, agreements, and understandings between the Parties. No written or oral statements, agreements, or understandings that are not set out, referenced, or specifically incorporated in this Contract shall in any way be binding or of effect between the Parties.

ARTICLE # 131 – VALIDITY

If any paragraph, sub-paragraph, sentence, clause, phrase or any portion of this agreement shall be declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be constructed to affect the portions of this agreement not so held to be invalid or the application of this agreement to other circumstances not so held to be invalid. The parties hereby declare that this is the intent of the parties to this agreement is to provide for separate and divisible parts.

ARTICLE #132 – SALES TAX EXEMPTION STATUS

The County is exempt from Federal Excise Taxes and from Georgia State and Local Sales and Use Taxes on the Services. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

ARTICLE #133 – HOLD HARMLESS AGREEMENT

The successful respondent hereby agrees to indemnify, hold free and harmless, Hall County Government, County Commissioners, its agents, servants, employees, officers, directors and elected officials, or any other person(s) against any loss or expense. This includes attorney fees, because of any liability imposed by law upon the County, except in cases of the County's sole negligence, sustained by any person(s) on account of bodily injury or property damage arising out of or in the consequence of this agreement.

ARTICLE # 134 – CONTRACT TERMS AND CONDITIONS

1. All purchases must comply with The Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the Terms and Conditions herein, and The Official Code of Hall County, the latter will govern.
3. The Terms and Conditions set forth herein shall supersede and govern over all Contractor's Terms and Conditions or Service Level Agreements.
4. Hall County, Georgia, herein referred to as 'The County', retains the right to 'red-line' sections of the Supplier's Terms and Conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order (PO) and delivery of Goods or Services serves as the Supplier's full and complete acceptance of The County's Terms and Conditions.
6. The terms; supplier, vendor, bidder, offeror, Contractor, Contractor, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one-and-the-same, herein denoted as 'Supplier' for goods and 'Contractor' for services.
7. Furthermore, the terms; goods, materials, commodities, components, drawings, drafts, renderings, plans, physical or digital, software, SaaS, Engineering, Architectural, capital asset equipment, vehicles, heavy earth-moving or other equipment, purchased or leased, or other such deliverables are herein denoted as 'Goods' and shall mean one-and-the-same.
8. 'Services' shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning or otherwise where services are offered for consideration.
9. The County's payment terms are Net 30 days.
10. The Supplier shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
11. The Supplier shall only deliver goods and services as described on the PO and within the Scope of Work and the Supplier's Bid Response.
12. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written Purchase Order or a Change Order of such.

13. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
14. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or Specifications set forth in the Purchase Order, Contract or Agreement, unless mutually agreed in writing by both parties.
15. The County does not accept automatic contract renewals with the exception of monthly subscription services.
16. The County only pays for services rendered in arrears. The County does not pay for services not yet rendered.
17. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items (such as window coverings and blinds, or carpet, tile etc.), fabrication, decoration, or otherwise custom designed specifically for the County.
18. The County will accept backorders only if goods are out of stock and with prior written notice. Supplier's shall ship all quantities that it has in stock and hold orders for backorders.
19. The County participates in Cooperative Purchasing Agreements, State of Georgia Statewide Contracts, and other state, local, Intergovernmental Agreements, Memorandums-of-Understanding and other such Agreements.
20. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities
21. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to address exist on the PO.
22. Risk of loss of the goods shall pass to The County upon inspection and acceptance only.
23. Receipt of goods or services does not constitute acceptance.
24. Title to the goods shall remain with the Supplier until acceptance by The County.
25. The Supplier warrants that the goods are merchantable and that the Supplier has a legal right to deliver the goods and services and as described herein.
26. The County shall have the right to inspect all goods or services at the time and place of delivery.
27. Vendor agrees not to assign in full or part of the Contract to another party without the County's express written consent. Any attempted assignment or delegation shall void and make ineffectual for all purposes unless made in conformity with this paragraph.
28. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
29. This issuance of the PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 *et seq.* of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
30. All goods and services supplied pursuant to this PO shall, unless otherwise noted, must conform exactly to all of the descriptions, specifications, Exhibits and attachments contained in the Bid Solicitation upon which a PO is based and all the terms, conditions, and specifications of the Bid Solicitation are incorporated herein by reference and made a part hereof.
31. Any-and-all media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials paid in full by The County is considered County property and shall be delivered to The County upon request.
32. Invoices submitted to The County will reflect the language of the PO with the PO Number printed on each invoice submitted.
33. In the event that a PO has an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.

34. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein.
35. The Supplier certifies that it and its subcontractors are not been debarred, suspended, or declared ineligible by any agency of the County, or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
36. The Supplier certifies that the Supplier is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
37. Goods are Free-On-Board (F.O.B.) destination and freight, shipping and delivery shall be pre-paid and added to the invoice as a separate line item.
38. The County does not pay late fees nor interest charges.
39. The Supplier shall charge the County the exact amount of freight, delivery, handling and insurance charges.
40. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier
41. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

[Signature Page Follows]

APPROVED AS TO FORM

Thomas A. Johnson, County Attorney



IN WITNESS WHEREOF, said Parties have hereunto affixed their signature and seal on the day, month, and year first above written:

PRINT COMPANY'S FULL LEGAL NAME

West Chatham Warning Devices Inc HALL COUNTY, GEORGIA

By: APadgett
Print Name: Andrea Padgett
Title: V.P.

By: _____
Richard Higgins, Chairman
Board of Commissioners

Date: _____

Sworn to and subscribed before me this
1 Day of April, 2024

Attestment: _____
Board of Commissioners Clerk

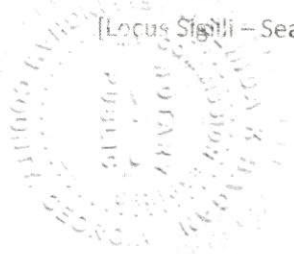
Approved as to Form **APPROVED AS TO FORM**

Notary Public: Melinda K Hagan

Nathaniel R. Anderson
Nathaniel R. Anderson,
Senior Assistant County Attorney

Notary commission expires: July 20, 2027

[Locus Signi - Seal or Stamp]



INVITATION FOR BID # 004-45	COMPASIRON AMONGST VENDORS		
EMERGENCY LIGHTING AND SIREN SUPPLY ANNUAL CONTRACT	West Chatham Warning Devices	fleet TEC	Interceptor Public Safety Products,
NO SUBSTITUTIONS!	Savannah, GA	Braselton, GA	Forsyth, GA
	Unit Price	Unit Price	Unit Price
Armrest, Top, Mt, Large Pad, "Havis Shields Stock # HAV-C-ARM-103"	\$127.40	\$127.40	\$119.90
Bracket, "L" angle mount, Whelen stock #DBKT4	\$19.20	\$19.20	\$22.02
Bracket, Tir3, "Whelen Stock # RBKT4"	\$29.40	\$29.40	\$33.72
Bracket, Tir3, "Whelen Stock # RBKT6"	\$19.80	\$19.80	\$22.70
Bracket, Brother armrest printer bracket, top mount, Havis stock C-ARPB-1014	\$231.00	\$231.00	\$210.08
Bracket, 1 pc. Equip. mounting, 4" mounting space, fits Whelen 295HFS series, Havis stock #HAV-C-EB40-WS2-1P	\$25.90	\$25.90	\$24.38
Cell Dial, "Ray Allen F-Series Stock # GSMD-F"			
Console, 18", With Mounting Brackets, "Havis Shields Stock # HAV-C-1800"	\$297.50	\$297.50	\$279.99
Console, 24" best depth, Havis stock #HAV-C-VS-2400-INUT-1			
Cupholder, Int Dual, 4", CUP2-1, "Havis Shields Stock # HAV-C-CUP2-1"	\$46.90	\$46.90	\$44.14
K9 Deployment, Includes Heat, Alarm System, Pager, "Ace-K9 Hot N Pop Pro" ACE-HP-5020	\$1,499.00	\$2,197.30	\$1,551.47
K9, Fan, 10", for K9 Transport with Activation Module, Manual Switch & Materials, "Ace-K9 Stock # ACE-HA-FKT-10"	\$239.00	\$399.70	\$247.25
License plate bracket for IONS (2ION) not surface mount, Whelen Stock #IONBKT1	\$26.40	\$26.40	\$30.28
Light, ION LED, light blue (2 tag bracket- 2PB) Whelen stock #IONB	\$104.40/light	\$104.40	\$103.09
Slide out locking arm, 11", w/low profile motion adapter, Havis stock #HAV-C-MD-119	\$256.90	\$256.90	\$241.78
Heavy duty 8.5" telescoping pole, side mount, short handle, Havis stock #HAV-C-HDM-204	\$161.00	\$161.00	\$151.52
Equipment mounting bracket, Havis stock #HAV-C-ED-40-WS2-1P	\$25.90	\$25.90	\$24.38
One piece mounting equipment, Havis stock #HAV-E-EB24-MMT-1P	\$23.10	\$23.10	\$24.38
Stinger spike system 2025, 25' spike, 40' rope defender, #FED-90225			
Stinger spike system 2010, 10' spike, 40' rope w/handle & hard caSe, #FED-90210			
Stinger spike system 2015, Trooper 15.5' w/40' rope w/handle storage case, FED-90200			
Dual Avenger Sync red/red, Whelen stock #AVNS2RR			
Single Avenger headliner bracket, Whelen stock #AVNBKT1			
Dominator plus 6-LINZ6, 3R/3W, Whelen stock #DP630030	\$688.20	\$688.20	\$789.23
Dominator 6 LED R/W/R/W/R/W, Whelen stock #D6RCRCRC	\$388.20	\$388.80	\$445.87
ION light red, Whelen stock #IONR	\$104.40	\$104.40	\$103.09
ION light, red/white, Whelen stock #IOND	\$104.40	\$104.40	\$103.09
ION pedestal mount kit, black, Whelen stock #IONPEDB	\$52.80	\$52.80	\$60.55
Vertex Super-LED light blue, Whelen stock #VTX609B	\$84.60	\$84.60	\$83.69
Vertex Super-LED split red/white, Whelen stock #VTX609D	\$88.20	\$88.20	\$83.69
Siren/control center, Whelen stock #295SLSA6	\$405.00	\$494.40	\$524.00
Hand-held siren, Whelen stock #HHS2200			
Speaker, black plastic, Whelen stock #SA315P	\$155.00	\$241.80	\$201.06
Universal mount kit, Whelen stock #SAK1	\$20.00	\$30.60	\$35.09
Ford Explorer, Police Int. SUV, mount kit, Whelen stock #SAK52	\$20.00	\$30.60	\$35.09
Ford Explorer, Police Int. SUV, mounting bracket, Whelen stock #SAK51	\$20.00	\$30.60	\$35.09
Ford Fusion, 2017 mounting kit, Whelen stock #SAK59			

INVITATION FOR BID # 004-45	COMPASIRON AMONGST VENDORS		
EMERGENCY LIGHTING AND SIREN SUPPLY ANNUAL CONTRACT	West Chatham Warning Devices	fleet TEC	Interceptor Public Safety Products,
NO SUBSTITUTIONS!	Savannah, GA	Braselton, GA	Forsyth, GA
Description	Unit Price	Unit Price	Unit Price
Inner edge RTX 8-light duo tray. Whelen Stock #IDTRAY8			
Pushbumper for 2020-2021 Explorer, Westin Stock #WES-36-2125	\$360.00	\$435.02	\$399.75
Wing wrap for pushbumper, Westin Stock #WES-36-2125W	\$270.00	\$276.00	\$253.63
Pit Bar, Westin Stock #WES-36-2125PB	\$325.00	\$396.00	\$363.77
Light Channel, Westin Stock #WES-36-6005W4	\$40.00	\$40.45	\$37.17
Split B/W Light, Whelen Stock #WHE-TLIEX	\$107.40	\$107.40	\$145.23
Duo ION Blue White, Whelen Stock #WHE-12E	\$120.40	\$120.60	\$147.25
Outer Edge, Whelen Stock #WHE-RPWD50 with OE125x(6)	\$1,057.20	\$1,057.20	\$1,217.28
Inner Edge Duo Blue / White, Whelen Stock #WHE-OEWD50 with OE12MX (6)	\$1,050.00	\$1,050.00	\$1,204.14
Duo, Whelen Stock #WHE-BSFW5D2 BSFW50Z Duo with 10 !SDE	\$960.00	\$1,084.00	\$733.85
Core, Whelen Stock #WHE-399	\$800.00	\$1,106.40	\$1,148.53
Controller, Whelen Stock #WHE-CLTL6			
Gateway OBD2 kit, Whelen Stock #WHE-C399K4			
Vehicle to vehicle gateway, Whelen Stock #WHE-CV2V	\$217.80	\$217.80	\$249.77
Expansion module 16 output 4 input, Whelen Stock #WHE-CEM16	\$171.60	\$171.60	\$196.79
ION Pedestal Mount , Black, Whelen Stock #WHE-IONPEDB	\$52.80	\$52.80	\$60.55
24" Flat Havis console 20-21 Int. SUV, Havis Stock #HAV-C-VS-0618-INUT	\$439.60	\$439.00	\$413.73
Printer mount for Brother PJ722, Havis Stock #HAV-C-PM-124-PC	\$180.60	\$180.60	\$169.97
Side mount armrest, Havis Stock #HAV-C-ARM-102	\$65.80	\$65.80	\$61.93
Arges Spotlight, Whelen Stock #WHE-ARGES1	\$463.20	\$436.20	\$531.20
Drivers fender mount, Whelen Stock #WHE-ARG50D	\$67.80	\$67.80	\$77.75
Progard self support dual Tri Gun Lock, Stock #PRG-GVM 4720 D-H	\$503.30	\$503.30	\$543.85
Wecan X 48" Lightbar, Whelen Stock #WHE-EB85P3E	\$1,895.00	\$2,200.00	\$3,041.46
Center sliding poly window partition, Stock #PRG-PRPSP4704UINT20A	\$791.70	\$791.70	\$855.49
Transport seat & outboard seatbetits - Stock #PRG-54705UINT2005B	\$1,523.90	\$1,230.60	\$1,601.30
Vertical Tri Gun Lock, Stock #PRG-GVPM D-H	\$480.20	\$480.20	\$518.89
Steel window bars '20 Explorer, Stock #PRG-WB47NPUINT20	\$224.00	\$224.00	\$242.05
	\$17,326.50	\$19,065.67	\$19,845.95

INVITATION FOR BID # 004-45			
EMERGENCY LIGHTING AND SIREN SUPPLY ANNUAL CONTRACT			
	West Chatham Warning Devices	fleet TEC	Interceptor Public Safety Products, Inc.
NO SUBSTITUTIONS!	Savannah, GA	Braselton, GA	Forsyth, GA
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Bracket, Brother armrest printer bracket, top mount, Havis stock C- ARPB-1014	\$231.00	\$231.00	\$210.08
Bracket, 1 pc. Equip. mounting, 4" mounting space, fits Whelen 295HFS series, Havis stock #HAV-C-EB40-WS2-1P	\$25.90	\$25.90	\$24.38
Cell Dial, "Ray Allen F-Series Stock # GSMD-F"	OBSOLETE	OBSOLETE	OBSOLETE
Console, 18", With Mounting Brackets, "Havis Shields Stock # HAV-C-1800"	\$297.50	\$297.50	\$279.99
Console, 24" best depth, Havis stock #HAV-C-VS-2400-INUT-1	OBSOLETE	OBSOLETE	\$423.90
Cupholder, Int Dual, 4", CUP2-1, "Havis Shields Stock # HAV-C-CUP2-1"	\$46.90	\$46.90	\$44.14
K9 Deployment, Includes Heat, Alarm System, Pager, "Ace-K9 Hot N Pop Pro" ACE-HP-5020	\$1,499.00	\$2,197.30	\$1,551.47
K9, Fan, 10", for K9 Transport with Activation Module, Manual Switch & Materials, "Ace-K9 Stock # ACE-HA-FKT-10"	\$239.00	\$399.70	\$247.25
License plate bracket for IONS (2ION) not surface mount, Whelen Stock #IONBKT1	\$26.40	\$26.40	\$30.28
Light, ION LED, light blue (2 tag bracket- 2PB) Whelen stock #IONB	\$104.40/light	\$104.40	\$103.09
Slide out locking arm, 11", w/low profile motion adapter, Havis stock #HAV-C-MD-119	\$256.90	\$256.90	\$241.78
Heavy duty 8.5" telescoping pole, side mount, short handle, Havis stock #HAV-C-HDM-204	\$161.00	\$161.00	\$151.52
Equipment mounting bracket, Havis stock #HAV-C-ED-40-WS2-1P	\$25.90	\$25.90	\$24.38
One piece mounting equipment, Havis stock #HAV-E-EB24-MMT-1P	\$23.10	\$23.10	\$24.38
Stinger spike system 2025, 25' spike, 40' rope defender, #FED-90225	\$952.00		\$1,027.15
Stinger spike system 2010, 10' spike, 40' rope w/handle & hard caSe, #FED-90210	\$504.00		\$520.13
Stinger spike system 2015, Trooper 15.5' w/40' rope w/handle storage case, FED-90200	\$633.00		\$642.10
Dual Avenger Sync red/red, Whelen stock #AVNS2RR	OBSOLETE	\$262.80	\$301.38
Single Avenger headliner bracket, Whelen stock #AVNBKT1	OBSOLETE	\$12.00	\$13.76
Dominator plus 6-LINZ6, 3R/3W, Whelen stock #DP630030	\$688.20	\$688.20	\$789.23
Dominator 6 LED R/W/R/W/R/W, Whelen stock #D6RCRCRC	\$388.20	\$388.80	\$445.87
ION light red, Whelen stock #IONR	\$104.40	\$104.40	\$103.09
ION light, red/white, Whelen stock #IOND	\$104.40	\$104.40	\$103.09
ION pedestal mount kit, black, Whelen stock #IONPEDB	\$52.80	\$52.80	\$60.55
Vertexz Super-LED light blue, Whelen stock #VTX609B	\$84.60	\$84.60	\$83.69
Vertex Super-LED split red/white, Whelen stock #VTX609D	\$88.20	\$88.20	\$83.69
Siren/control center, Whelen stock #295SLSA6	\$405.00	\$494.40	\$524.00
Hand-held siren, Whelen stock #HHS2200	OBSOLETE	\$441.00	\$524.00
Speaker, black plastic, Whelen stock #SA315P	\$155.00	\$241.80	\$201.06
Universal mount kit, Whelen stock #SAK1	\$20.00	\$30.60	\$35.09
Ford Explorer, Police Int. SUV, mount kit, Whelen stock #SAK52	\$20.00	\$30.60	\$35.09
Ford Explorer, Police Int. SUV, mounting bracket, Whelen stock #SAK51	\$20.00	\$30.60	\$35.09

INVITATION FOR BID # 004-45			
EMERGENCY LIGHTING AND SIREN SUPPLY			
ANNUAL CONTRACT			
	West Chatham Warning Devices	fleet TEC	Interceptor Public Safety Products, Inc.
NO SUBSTITUTIONS!	Savannah, GA	Braselton, GA	Forsyth, GA
Description	Unit Price	Unit Price	Unit Price
Ford Fusion, 2017 mounting kit, Whelen stock #SAK59	\$20.00	OBSOLETE	\$35.09
Inner edge RTX 8-light duo tray. Whelen Stock #IDTRAY8	OBSOLETE	\$1,096.80	\$879.84
Pushbumper for 2020-2021 Explorer, Westin Stock #WES-36-2125	\$360.00	\$435.02	\$399.75
Wing wrap for pushbumper, Westin Stock #WES-36-2125W	\$270.00	\$276.00	\$253.63
Pit Bar, Westin Stock #WES-36-2125PB	\$325.00	\$396.00	\$363.77
Light Channel, Westin Stock #WES-36-6005W4	\$40.00	\$40.45	\$37.17
Split B/W Light, Whelen Stock #WHE-TLIEX	\$107.40	\$107.40	\$145.23
Duo ION Blue White, Whelen Stock #WHE-12E	\$120.40	\$120.60	\$147.25
Outer Edge, Whelen Stock #WHE-RPWD50 with OE125x(6)	\$1,057.20	\$1,057.20	\$1,217.28
Inner Edge Duo Blue / White, Whelen Stock #WHE-OEWD50 with OE12MX (6)	\$1,050.00	\$1,050.00	\$1,204.14
Duo, Whelen Stock #WHE-BSFW5D2 BSFW50Z Duo with 10 ISDE	\$960.00	\$1,084.00	\$733.85
Core, Whelen Stock #WHE-399	\$800.00	\$1,106.40	\$1,148.53
Controller, Whelen Stock #WHE-CLTL6	\$245.00	included w/ core	\$318.58
Gateway OBD2 kit, Whelen Stock #WHE-C399K4	\$39.00	included w/ core	\$42.66
Vehicle to vehicle gateway, Whelen Stock #WHE-CV2V	\$217.80	\$217.80	\$249.77
Expansion module 16 output 4 input, Whelen Stock #WHE-CEM16	\$171.60	\$171.60	\$196.79
ION Pedestal Mount , Black, Whelen Stock #WHE-IONPEDB	\$52.80	\$52.80	\$60.55
24" Flat Havis console 20-21 Int. SUV, Havis Stock #HAV-C-VS-0618-INUT	\$439.60	\$439.00	\$413.73
Printer mount for Brother PJ722, Havis Stock #HAV-C-PM-124-PC	\$180.60	\$180.60	\$169.97
Side mount armrest, Havis Stock #HAV-C-ARM-102	\$65.80	\$65.80	\$61.93
Arges Spotlight, Whelen Stock #WHE-ARGES1	\$463.20	\$436.20	\$531.20
Drivers fender mount, Whelen Stock #WHE-ARG50D	\$67.80	\$67.80	\$77.75
Progard self support dual Tri Gun Lock, Stock #PRG-GVM 4720 D-H	\$503.30	\$503.30	\$543.85
Wecan X 48" Lightbar, Whelen Stock #WHE-EB85P3E	\$1,895.00	\$2,200.00	\$3,041.46
Center sliding poly window partition, Stock #PRG-PRPSP4704UIN20A	\$791.70	\$791.70	\$855.49
Transport seat & outboard seatbelts - Stock #PRG-54705UIN2005B	\$1,523.90	\$1,230.60	\$1,601.30
Vertical Tri Gun Lock, Stock #PRG-GVPM D-H	\$480.20	\$480.20	\$518.89
Steel window bars '20 Explorer, Stock #PRG-WB47NPUIN20	\$224.00	\$224.00	\$242.05
BUDGETED AMOUNT: Annual Contract			
BIDS MAILED: 31 (H) 4			
BIDS RECEIVED: 3 (1-No Bid) (H) 0			
No Bid :Abrams Mfg.			
DEPARTMENT: Sheriff's Office & Public Safety Depts			



AGENDA ITEM

Other Business - Appointments for Consideration

REPORT TO: Work Session (05/20/24)

REPORT TO: Voting Meeting (05/23/24)

ITEM NO: 259/2024

SUBJECT: Department of Behavioral Health & Developmental Disabilities (DBHDD) Region 1 Advisory Council appointment to serve a term from July 1, 2024 to June 30, 2027. Commission Districts 1, 2, 3, and 4.

Meetings:

Work Session Date: 05/20/24 **Voting Meeting Date:** 05/23/24

Executive Summary:

Presenter: B

Recommendation: n/a

Purpose of Request:
 Department of Behavioral Health & Developmental Disabilities (DBHDD) Region 1 Advisory Council appointment to serve a term from July 1, 2024 to June 30, 2027. Commission Districts 1, 2, 3, and 4.

History:
 Barbara Young is the current appointment.

Facts and Issues:
 Barbara Young is not eligible to serve another term.

Options:

Funding Requested	\$ 0.00
Are funds within current budget?	No
Source of Funds	
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2024-06-30

Approvals:

Approve JR	Clerk JR
---------------	-------------

Approve	Clerk
---------	-------

Attachments:



AGENDA ITEM

Other Business - Appointments for Consideration

REPORT TO: Work Session (05/20/24)

REPORT TO: Voting Meeting (05/23/24)

ITEM NO: 261/2024

SUBJECT: Department of Behavioral Health & Developmental Disabilities (DBHDD) Region 1 Advisory Council appointment to serve a term from July 1, 2024 to June 30, 2027. Commission Districts 1, 2, 3, and 4.

Meetings:

Work Session Date: 05/20/24

Voting Meeting Date: 05/23/24

Executive Summary:

Presenter: B
Recommendation: n/a

Purpose of Request:
 Department of Behavioral Health & Developmental Disabilities (DBHDD) Region 1 Advisory Council appointment to serve a term from July 1, 2024 to June 30, 2027. Commission Districts 1, 2, 3, and 4.

History:
 Tina Black is the current appointment.

Facts and Issues:
 Tina Black is not eligible to serve another term.

Options:

Funding Requested	\$ 0.00
Are funds within current budget?	No
Source of Funds	
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2024-06-30

Approvals:

<p>Approve</p> <p>JR</p>	<p>Clerk</p> <p>JR</p>
--------------------------	------------------------

Approve	Clerk
---------	-------

Attachments:



AGENDA ITEM

Other Business - Appointments for Consideration

REPORT TO: Work Session (05/20/24)

REPORT TO: Voting Meeting (05/23/24)

ITEM NO: 267/2024

SUBJECT: Library Board appointment to serve a term from July 1, 2024 to June 30, 2027. Commission District 3.

Meetings:

Work Session Date: 05/20/24

Voting Meeting Date: 05/23/24

Executive Summary:

Presenter: B
Recommendation: n/a

Purpose of Request:
Library Board appointment to serve a term from July 1, 2024 to June 30, 2027. Commission District 3.

History:
Rebecca Hamby is the current appointment.

Facts and Issues:
Rebecca Hamby is not eligible to serve another term.

Options:

The following citizens have expressed interest in serving: Matt Caudell and Amy Brigham

Funding Requested	\$ 0.00
Are funds within current budget?	No
Source of Funds	
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2024-06-30

Approvals:

Approve	Clerk
---------	-------

Approve	Clerk
JR	JR

Attachments:

- Interest Form - Matt Caudell
- Interest Form - Amy Brigham

Board Member Interest Form

1 message

noreply@revize.com <noreply@revize.com>

Fri, Feb 9, 2024 at 12:06 PM

Reply-To: mcaudell@sgwmfirm.com

To: lmackinney@hallcountylibrary.org

Cc: ajunius@hallcountylibrary.org

Name = Matt Caudell

Street-Address = 306 Clarendon Court

City = Gainesville

Zip-Code = 30501

Primary-Phone = 770530419

Secondary-Phone =

Email = mcaudell@sgwmfirm.com

Employer = Smith, Gilliam, Williams & Miles PA

Occupation = Attorney

Expression-of-interest = Having grown up in Hall County, I spent my summers as a child going to the summer programs at the Gainesville and Murrayville branches of the Hall County Library System. After graduating law school, I returned to Gainesville and purchased a home right off the square. Each Saturday, my Wife and I walk to the Gainesville library to spend a portion of our morning. The libraries in Hall County are a vital and unique part of our greater community. The Murrayville location, for example, serves an area of Hall County that otherwise would not have access to the classes, meeting spaces, publications, and other offerings of our library system. After graduating, I spent many, many hours studying the bar exam in one of the rooms of the Murrayville branch. With developments in technology, I feel strongly that the role of physical, brick and motor libraries is more important than ever. At UGA, I was a student employee in the law library and saw firsthand the benefits of offering a physical space to the community. Programs like Libby have helped our libraries to evolve and adapt to suit the needs of our community. Libby, however popular, does not fill the void of offering a meeting space to the community. Recently, I attended a program presented by the Hall County Master Gardeners at the Murrayville Branch one evening, and the common observation by all attendees was that the meeting space provided by the branch was a great service to our community. Should I be appointed to the Library Board, I would be honored to offer my time and experience as an attorney to assist the board in document/contract review and program development (specifically, summer programs like the ones I participated in as a child). Thank you for your consideration and for your service to Hall County!

agreement = Yes

verify-status =

Client IP = 12.175.31.186

Jennifer Rivera (Administration)

From: Amy Brigham <amybrigham@gmail.com>
Sent: Friday, April 19, 2024 11:21 AM
To: Jennifer Rivera (Administration)
Subject: Re: Library Board Interest

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Jennifer,

Thank you for your email. I am always happy to talk library.

I am a longtime youth development program & community volunteer and homeschooling parent who settled down in Hall County after my husband left active-duty military service for the Georgia National Guard. I have been here for just under six years and have come to love my “adopted hometown” greatly. I am always interested in finding ways to serve and support the community that so warmly welcomed me and my family.

Serving on the library board interests me in particular because reading is one of my most cherished hobbies and promoting literacy and lifelong learning for folks of all ages is a great passion of mine. From the time I was a little girl all the way to now as I prepare to watch my daughter graduate high school, my many varied local libraries have been a partner in education for both me and my child, an excellent resource to help stretch my family’s budget, a wonderful way to learn about our new communities, and a place that has provided refuge and adventure throughout the challenges inherent to life. Libraries are a wonderful treasure for the communities they support and one I am interested in helping to promote and protect.

Thank you for getting in contact with me.

Sincerely,

Amy Brigham
(706) 386-3327

On Fri, Apr 19, 2024 at 11:03 AM Jennifer Rivera (Administration) <jrivera@hallcounty.org> wrote:

Hi Amy,

Our office has been notified of your interest in serving on the Hall County Library Board. Can you please tell us a little about yourself (background, occupation, and why the interest in the Library Board)?

Jennifer Rivera

Board of Commissioners Clerk

Hall County Government

Tel: 770-297-2684

jrivera@hallcounty.org

www.hallcounty.org





AGENDA ITEM

Public Hearing to amend Hall County's Zoning Map as follows:

REPORT TO: Work Session (05/20/24)

REPORT TO: Voting Meeting (05/23/24)

ITEM NO: 284/2024

SUBJECT: **6305 Garden Lane | Use Subject to County Commission Approval |** 17.110.040.O.Community Residences that fail to meet all requirements for an administrative occupancy permit | on a 0.97± acre tract located on the north side of Garden Lane, at its intersection with Spout Springs Road | Zoned AR-III; Tax Parcel 15046C000003 | **Proposed Use: Community residence | Commission District 1 | Priority Personal Care Home, LLC, applicant**

Meetings:

Work Session Date: 05/20/24

Voting Meeting Date: 05/23/24

Executive Summary:

Presenter: BG
Recommendation: Approval.

Purpose of Request: **6305 Garden Lane | Use Subject to County Commission Approval |** 17.110.040.O.Community Residences that fail to meet all requirements for an administrative occupancy permit | on a 0.97± acre tract located on the north side of Garden Lane, at its intersection with Spout Springs Road | Zoned AR-III; Tax Parcel 15046C000003 | **Proposed Use: Community residence | Commission District 1 | Priority Personal Care Home, LLC, applicant**

History:

Facts and Issues:

Options:

Funding Requested	\$ 0.00
Are funds within current budget?	No
Source of Funds	
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Submit	Approve	Attorney	Administration
AD	BG	WLI	CR
Clerk			
JR			

Attachments:

Board Memo
Recommendation Report
Application
Narrative
Site Plan
Maps
Map of Active Personal Care Homes
Department of Community Health Permit
Certificate of Occupancy
Environmental Health Comments
GDOT Comments
Public Works Comments
Fire Comments
Notice Sign Photo



Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PLANNING AND DEVELOPMENT

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

PLANNING AND DEVELOPMENT
DIRECTOR
Randi Doveton

ASSISTANT DIRECTOR
Beth Garmon

To: Richard Higgins, Chairman
Kathy Cooper, District 1 Commissioner
Billy Powell, District 2 Commissioner
Gregg Poole, District 3 Commissioner
Jeff Stowe, District 4 Commissioner

From: Beth Garmon, Assistant Director of Planning & Development

Date: May 6, 2024

Subject: **6305 Garden Lane | Use Subject to County Commission Approval | 17.110.040.O.Community Residences that fail to meet all requirements for an administrative occupancy permit | on a 0.97± acre tract | Proposed Use: Community residence | Priority Personal Care Home, LLC, applicant**

The request before you is the request of Priority Personal Care Home, LLC for a Use Subject to County Commission Approval to allow a community residence. This item is located within Commission District 1.

At their April 15, 2024 meeting, the Hall County Planning Commission voted to recommend approval **(4-0, Varner absent)**.

Staff recommendation: **Approval**, as the proposed use is consistent with the Residential future land use classification within the [Comprehensive Plan](#).

There were **no comments submitted** in advance of the Planning Commission meeting and **two (2) people spoke in opposition during the public hearing**.

HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT

Applicant Priority Personal Care Home, LLC

Request Use Subject to County Commission Approval
(Community Residences that fail to meet all requirements for an administrative occupancy permit, [17.110.040.O](#))

Proposed Use Community residence

Size 0.97 ± acres

Zoning Current | Agricultural Residential III (AR-III, [17.110](#))

Location **6305 Garden Lane** | Tax Parcel 15046C000003

Commission District One

Planning Commission Date April 15, 2024

Staff Recommendation **Approval**, as the proposed use is consistent with the Residential future land use classification within the [Comprehensive Plan](#).

Record Number..... HZCU24-0007

Planning Commission Recommendation..... **Approval**
Vote: 4-0 (Varner absent)

Excerpts from the minutes of the April 15, 2024 meeting

Applicant’s Presentation:

Katie Greenway, Planning and Zoning Administrator, presented a summary of the request.

Daniel Stancea, 1119 Dee Kennedy Road, Auburn, presented the request. The applicant stated that the facility has four current residents. The applicant stated that the neighboring personal care home is not accessible through the property, it’s a six minute drive away.

Mary Stancea, 1119 Dee Kennedy Road, Auburn, presented the request.

Rebuttal

Ms. Stancea stated that they have had a fire inspection recently. Ms. Stancea stated they will cook meals and assist with medication for the residents. Ms. Stancea stated that most of the residents are on hospice. Mr. Stancea stated that new septic lines were installed in 2019 and most of the patients utilize diapers and get sponge baths so it will not create a toll on the septic system.

Public Forum:

William Cutlip, 6311 Garden Lane, Flowery Branch, spoke in opposition. Concerns were septic system, business operation, and traffic.

Jeff Cochran, 6315 Garden Lane, Flowery Branch, spoke in opposition. Concerns were plans with the home, traffic, narrow road, business operation, and property value.

Planning Commission Comments:

Mr. Braswell stated that the applicants have gone through proper licensing and inspections for operation.

Motion: A motion to approve was made by Mr. Sosebee and seconded by Mr. Hunt. Vote: 4-0 (Varner absent)

Staff recommends **APPROVAL** of the applicant's request.

The following should be considered as an exception to the Official Code of Hall County, and shall warrant further determination by the Board should it choose to approve the submitted narrative and site plan:

- **17.210.020 Community Residence**
 - Within Agricultural Residential-III (AR-III, [17.110.010.N](#)), Community residences are to be located at least 2,000 feet from any existing community residence.
 - The proposed community residence is located approximately 1,100 feet from an existing community residence, Labor of Love Adult Care, LLC.

Summary Analysis

The applicant is requesting County Commission approval on a 0.97+ acres tract currently zoned Agricultural Residential III (AR-III, [17.110](#)) for the use of a community residence that would provide care for elderly adults. Per [17.210.020](#), within AR-III, community residences shall be located at least 2,000 feet from any existing community residence. The applicant recently purchased the subject property, and during the business license application review it was determined that another community residence, located at 5606 Wooded Valley Way, is located approximately 1,100 feet from the subject property. Approval of this business license would require County Commission approval to encroach approximately 900 feet into the distance requirement.

The existing single-family home located on the subject property has been utilized as a community residence since 2019; however, no Hall County business license was ever obtained. Since purchasing the property, the

applicant has added lighting for the parking area for visibility to parking spaces and the rear of the home for the wheelchair and stretcher accessibility ramp.

The community residence located at 5606 Wooded Valley Way has been in operation since 2012.

The narrative states that four (4) of the five (5) available beds are currently occupied, and that the home will accommodate a maximum of five (5) residents in addition to a caretaker who also resides full time in the residence.

Community Residence standards ([17.210.020](#)) are listed below:

Standard	Compliance	Notes
17.210.020(1) - Distance to other community residence(s) – 2,000 feet separation required in AR-III or AR-IV zoning districts	Deficient	The proposed community residence is located approximately 1,100 feet from the nearest community residence.
17.210.020(2) – State Licensing requirement	Deficient	The applicant has provided a state license application. Proof of obtaining this state license will be required prior to issuance of the County business license.
17.20.300 – Community Residence residents	Complies	Maximum of 5 residents allowed (not to include staff).

Based on the future land use plan, staff finds the request **consistent** with the [Comprehensive Plan’s](#) future land use designation of “Residential”. The intent of this land use category is to preserve established neighborhoods and create new residential development consistent with surrounding suburban densities. Future land uses will continue to be detached, single-family homes at moderate densities, with opportunities for variations in housing size and types through the Planned Development District zoning classification.

Zoning Analysis

When considering a zoning amendment to the zoning maps or a use subject to approval of the county commission, the following items must be considered by the Planning Commission and the County Commission pursuant to [17.380.060](#):

1. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property; **A community residence is a permitted use within the current Agricultural Residential-III zoning district; however, due to the proximity of an existing community residence which is located less than 2,000 feet away from the subject property, this applicant requires County Commission approval.**
2. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **No, it is not anticipated that the proposed use will adversely affect adjacent properties.**

3. Whether the property to be affected by the zoning proposal has reasonable economic use as currently zoned. **Yes, the property has reasonable economic use as currently zoned, Agricultural Residential-III (AR-III, 17.110). However, the proposed use would not be permitted on this site without County Commission approval due to the proximity of an existing community residence.**
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, or utilities; **No traffic study was submitted as part of this request. The code does not require a traffic study for this type of request.**
5. Whether the zoning proposal is in conformity with the policy and intent of the land use plan; **The proposed use is consistent with the Comprehensive Plan and the "Residential" future land use designation. The Comprehensive Plan identifies "detached, single-family homes at moderate densities" as appropriate future land uses in this area.**
6. The extent to which property values are diminished by the existing zoning restrictions; **Absent a market study, staff is unable to determine whether property values are diminished by the existing zoning restrictions.**
7. The extent to which the destruction of the subject property's value under the existing zoning promotes the health, safety, morals or general welfare of the public; **Staff is unable to comment on the impact of property values without a full market analysis. Multiple factors impact property value including construction types, proposed uses, and maintenance.**
8. The relative gain to the public as compared to the hardship imposed upon the individual property owner; **Staff has not identified a hardship imposed on the property owner as the property is currently zoned.**
9. The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property; **The site is developed with one single-family dwelling which is consistent with the surrounding properties.**
10. Whether there are other existing or changing conditions affecting the use or development of the property which give supporting grounds for either approval or disapproval of the zoning proposal; **Staff is not aware of any changing conditions that affect the use and development of the property.**
11. Whether the change would create an isolated district unrelated to the surrounding districts; **There is no change to the zoning as part of this request.**
12. Whether the present zoning district boundaries are illogically drawn in relation to existing conditions in the area; **There is no evidence that the present zoning district boundaries are illogically drawn.**
13. Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **In general, the use does not appear to be out of scale with the needs of the immediate neighborhood of the county as a whole.**
14. Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **The proposal is a permitted use in the current zoning; however, due to proximity of an existing community residence, County Commission approval is required.**
15. Whether the need for rezoning could be handled instead by a variance request to the [Planning Commission]; **The request could not be handled alternatively as a variance.**

16. Whether there would be an ecological or pollution impact resulting from major modifications to the land if the request is granted; **Any land disturbance activities on the property shall be required to go through the permitting process and as a result are subject to local, state, and federal regulations. As a result, there should not be an ecological or pollution impact resulting from any modification to the land if the request is granted.**
17. Whether there is reasonable evidence based upon existing and anticipated land use that would indicate a mistake was made in the original zoning of the property; **There is no indication that a mistake was made in the original zoning.**

The **Agricultural Residential-III (AR-III, 17.110)** allows for a variety of residential uses, providing support to the local community and broader region. This includes community residences.

17.380.050. - Submission requirements for a rezoning request

- A. Any person or persons requesting a change in the official zoning map or use subject to approval of the County Commission shall file an application with a plat or map of the property attached thereto, together with payment of such fees set forth in [chapter 17.30](#) to cover administrative and advertising costs, in the planning department office. Such person or persons or their authorized agent shall appear in person at the public hearing held to consider the district change. **Proposal meets the requirement. The applicant has paid the appropriate fees and understands that someone must be present at both the Hall County Planning Commission meeting and the voting meeting of the Hall County Board of Commissioners.**
- B. All applications for a change of zoning classification or use subject to approval of the County Commission shall include:
 1. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in section [17.380.060\(C\)](#) of this section [chapter]. **Proposal does provide a narrative outlining the intent of the change; however, the applicant has not prepared a response to each of the criteria listed in [17.380.060\(C\)](#).**
 2. A site plan drawn to scale designating the area covered by the application and identifying existing and proposed buildings and uses, adjacent existing land uses, zoning on contiguous parcels, including those across an abutting public right-of-way, and any other significant site improvements proposed to accommodate the proposed use or buffer adjacent uses, etc., or a plat of the subject property where no specific land use is proposed. In cases where only a plat or map is provided and no land use is proposed, the planning commission and county commission shall evaluate the application based on the most intense possible land use permitted in the proposed district. **The application meets this requirement.**
- C. For any application for a slow rate land treatment system (see [chapter 17.20](#)), the following additional requirements apply. **The proposed development does not propose the use of a slow rate land treatment system.**
- D. For any application proposing the development of 100 or more residential dwelling units, a traffic impact study shall be submitted prior to consideration of the application by the planning commission. At the applicant's expense, the traffic impact study shall be prepared by a professional engineer in accordance with requirements established by the Hall County Engineering Department. The engineering department shall review the traffic impact study and forward any comments to the Hall County Planning Commission. **A traffic study was not submitted as part of this request.**

Development Support and Constraints – Departmental / Agency Comments

Hall County Environmental Health

In an email dated March 8, 2024, Emily McGahee stated: “This home is served by onsite sewage management system adequate for 6 residents (including staff).”

Hall County Fire Marshal

In an email dated March 13, 2024, John Hornick, NPQ Fire Inspector 1, Plans Review Lieutenant stated: “The Hall County Fire Marshal’s Office has no comments as proposed. Personal Care Home passed annual Life Safety Inspection on 2/6/24.”

Hall County Public Works and Utilities

In a memo dated March 13, 2024, Bill Nash, Director of Public Works and Utilities, provided the following comments:

Engineering:

No comment.

Traffic:

No comment.

Utilities

No comment.

Georgia Department of Transportation

In an email dated March 14, 2024, Veronica Chavers, D1TO Traffic Operations Civil Engineer 3, provided the following comments: “No GDOT coordination required.”

PLANNING AND DEVELOPMENT DEPARTMENT
 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
 MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
 t: 770-531-6809 | f: 770-531-3902



CONDITIONAL USE APPLICATION

Applicant (Name & Mailing Address)

Property Owner (Name & Mailing Address)

Priority Personal Care Home LLC
6305 Garden Ln
Flowery Branch, GA 30542

Daniel Stancea
1119 Dee Kennedy Rd
Auburn, GA 30011

Phone _____

Phone 678-708-5779

Email Address prioritypersonalch@gmail.com

Email Address dani4mary@ymail.com

Proposed Use Personal care home

Contact Person (Name & Mailing Address)

Status of Applicant

Requested Action

Daniel Stancea
1119 Dee Kennedy Rd
Auburn, GA 30011

Phone 678-708-5779

Email Address dani4mary@ymail.com

Tax Parcel Number _____

Location Address 6305 Garden Ln, Flowery Branch, GA 30542

Owner

Option to Purchase

Permissive Use:

HCPC HCC

Area Resident

Fee: \$ _____

Other

Receipt #: _____

Zoning: _____ Check #: _____

Acreage _____

I hereby certify that the above information and all attached information are true and correct.

Sign Daniel Stancea Date: 1-4-2024

Applicant must complete all information above. Failure to complete this section will result in the refusal of the application. The Planning Department has 15 days to review all applications and will set the dates for each application. If the application is found insufficient, an agenda date will not be set until the required information is submitted. Please note that the Planning Commission and County Commission dates are tentative.

Application Withdrawal: I hereby **withdraw** the application.

Sign _____ Date: _____

Staff Use Only

Application Date: _____ Taken by: _____

Tentative Planning Commission Date: _____ Tentative County Commission Date: _____

County Commission District: _____

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
t: 770-531-6809 | f: 770-531-3902



AUTHORIZATION OF PROPERTY OWNERS

Note: If the applicant is the property owner, please disregard this form.

Name of owner(s) Daniel Stancea

Address 1119 Dee Kennedy Rd

Auburn, GA 30011

Phone Number 678-708-5779

Name of applicant(s) Priority Personal Care Home LLC

Address 6305 Garden Lane

Flowery Branch, GA 30542

Phone Number _____

I swear that I am the owner of the property which is the subject matter of the attached applications as shown in the records of Hall County, Georgia.

I authorize the person named above to act as applicant in the pursuit of a rezoning, permissive use, or variance of this property.

Signature of Owner(s)
Daniel Stancea

Personally appeared before me
Daniel Stephen Stancea

who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Dylan McCurry
Notary Public



1/25/24
Date



CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

This form must be completed by the applicant and property owner, or person representing the property owner, for all zoning actions.

OCGA § 36-67A-3[C] Disclosure of campaign contributions:

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

- (3) The name and official position of the local government official to whom the campaign contribution was made; and
- (4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

I hereby certify that I have read the above and that:

I have** _____ I have not

within the two years immediately preceding this date, made any contribution(s) aggregating \$250.00 or more to any local government official involved in the review or consideration of this application.

****If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.**

Name of Official(s): _____

Office: _____

Dollar Amount: _____

Date of Contribution: _____

Applicant's/Owner's Signature: *Daniel Stancea*

Date: 1-4-2024

Applicant's/Owner's Name (Printed): DANIEL STANCEA

To whom it may concern:

My wife and I purchased PRIORITY PERSONAL CARE HOME, located at 6305 Garden Ln., Flowery Branch, in September 2023 from previous owners, who opened the business a few years before. This property sits on about one acre and has parking available for about five or six cars. At different times, there may be two to three cars parked, belonging to the caregiver, visiting family, or occasionally a health care provider. Soon after we had purchased the property, we requested that Jackson EMC install a light to the pole closest to our home, to improve the lighting of the parking area. This light also enhances visibility for areas behind the house, such as the wheelchair and stretcher accessibility ramp. The home has four bedrooms and three bathrooms, with one bedroom and bathroom being used by the caregiver.

Currently, PRIORITY PCH has four residents, with room for one more. The families of these residents prefer the home-like atmosphere for their parents instead of placing them in a large facility. We assist the residents on a 24-hour basis with ADLs, incontinence care, medication management, daily housekeeping and laundry, as well as providing home-cooked meals in our dining room.

My wife is a registered nurse. She graduated from Emory University in 1990, and is experienced in areas ranging from acute care to long-term care. I have been in the hospitality business for many years. My wife and I enjoy taking care of the elderly, treating them with the dignity and respect we believe they need and deserve. Our goal is to improve their quality of life to the best of our ability. We believe this is our calling and ministry, and also our way of giving back to the community.

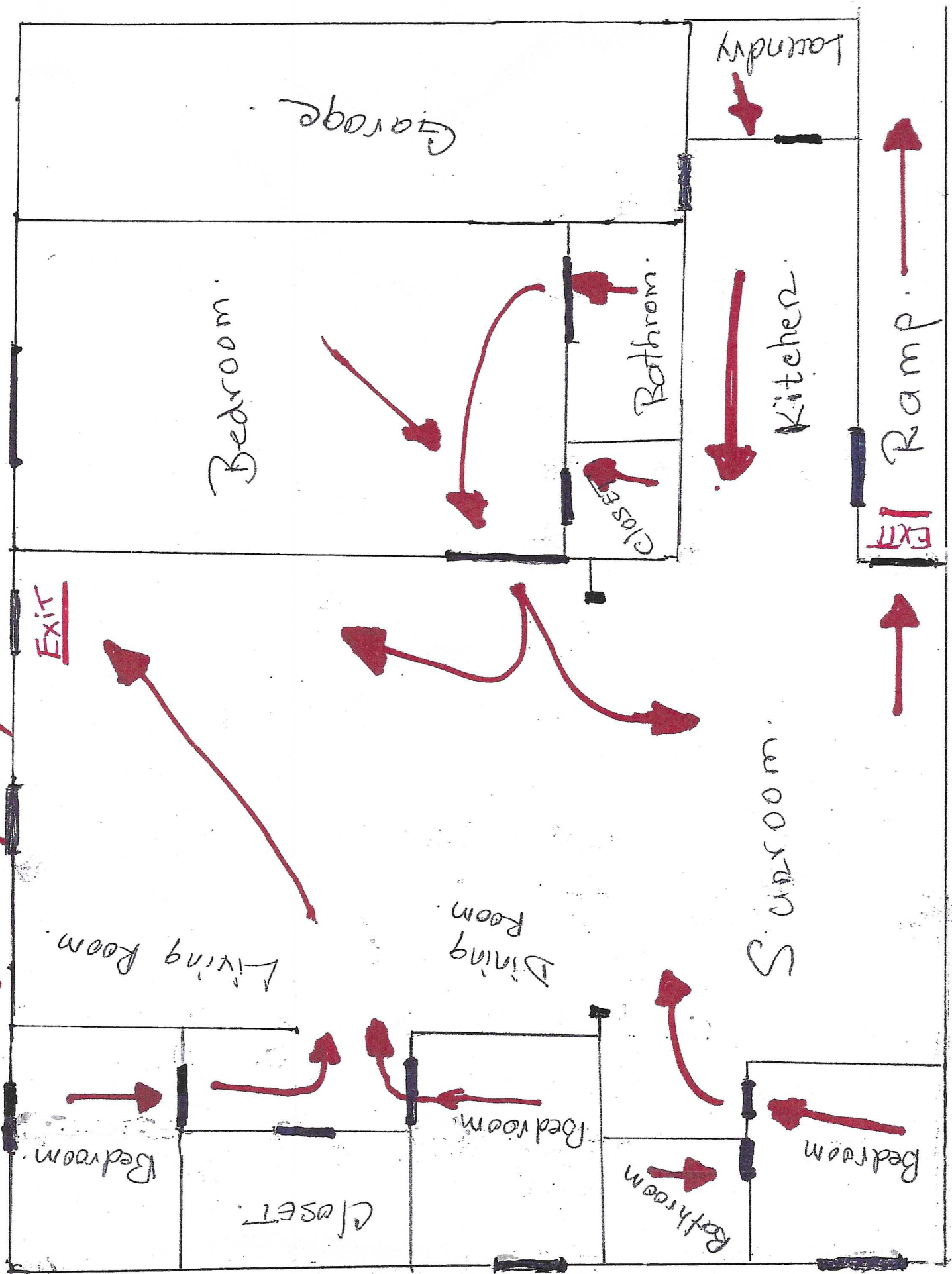
Thank you for your consideration. We look forward to hearing from you.

Sincerely,

Daniel Stancea



Emergency Evacuation.





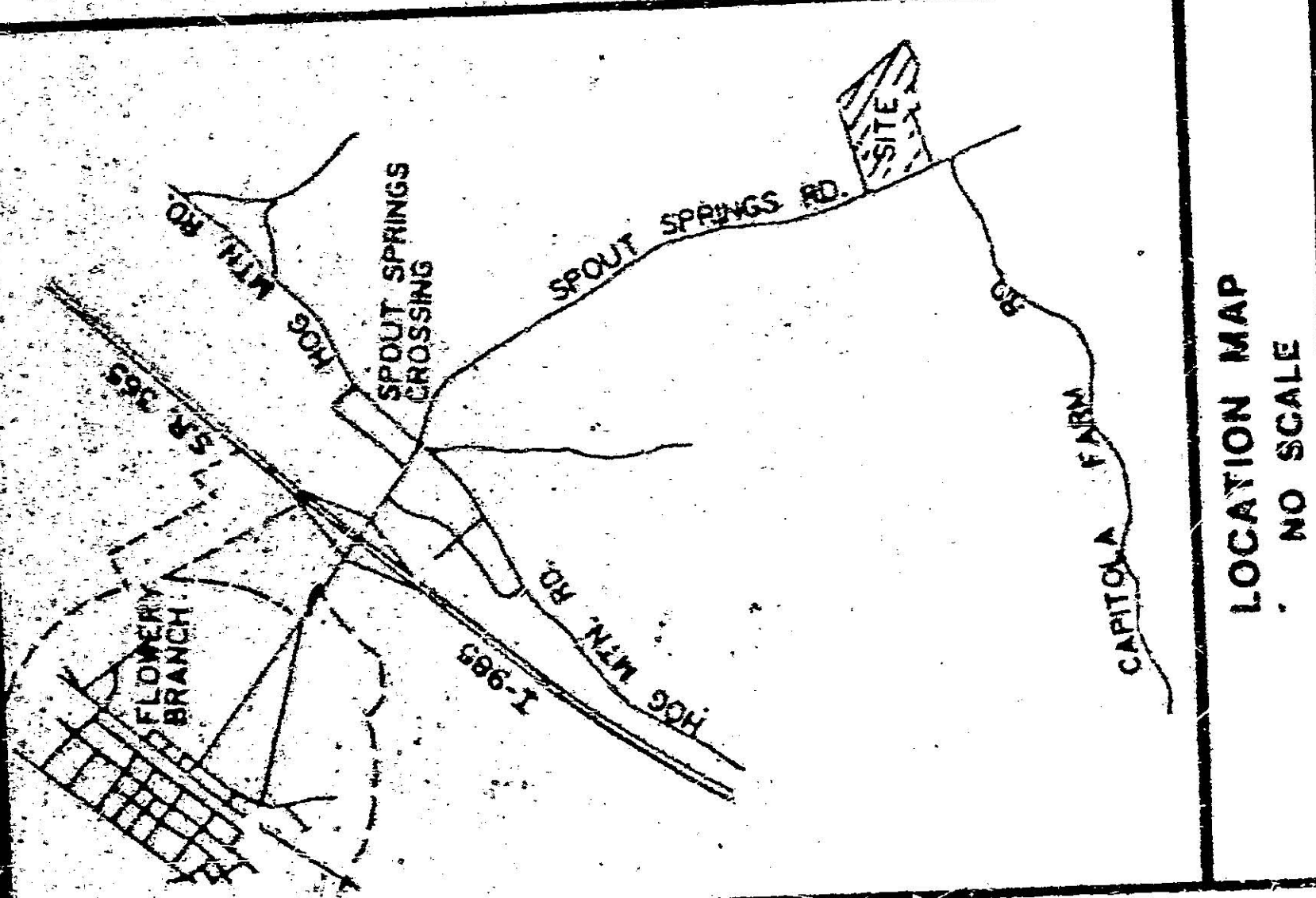
GARDEN LANE SUBDIVISION
G.M.D. 1270
HALL COUNTY, GEORGIA

7-20-87 RECEIVED LOTS 10, 11 & 12

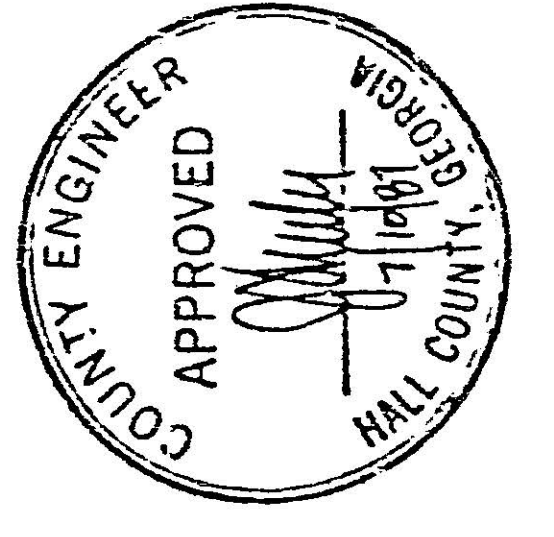
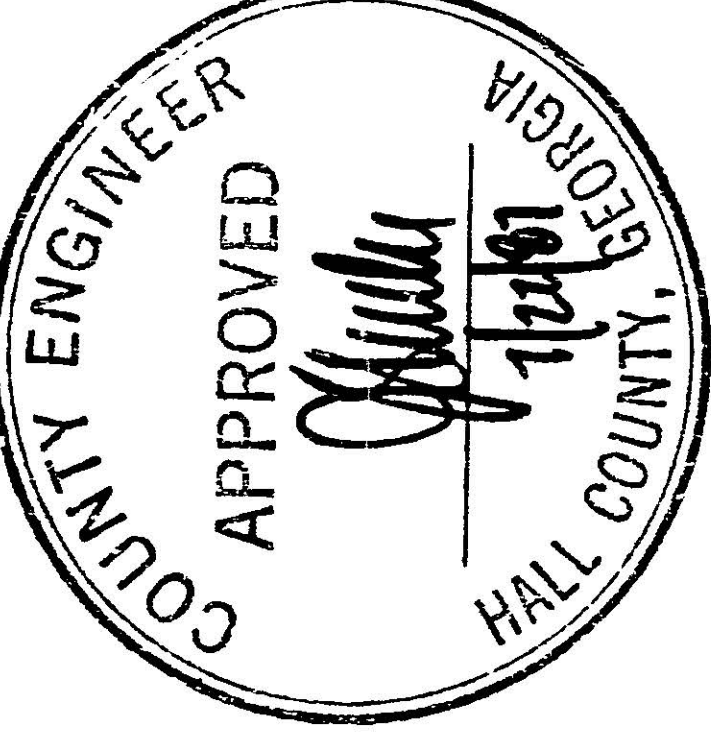
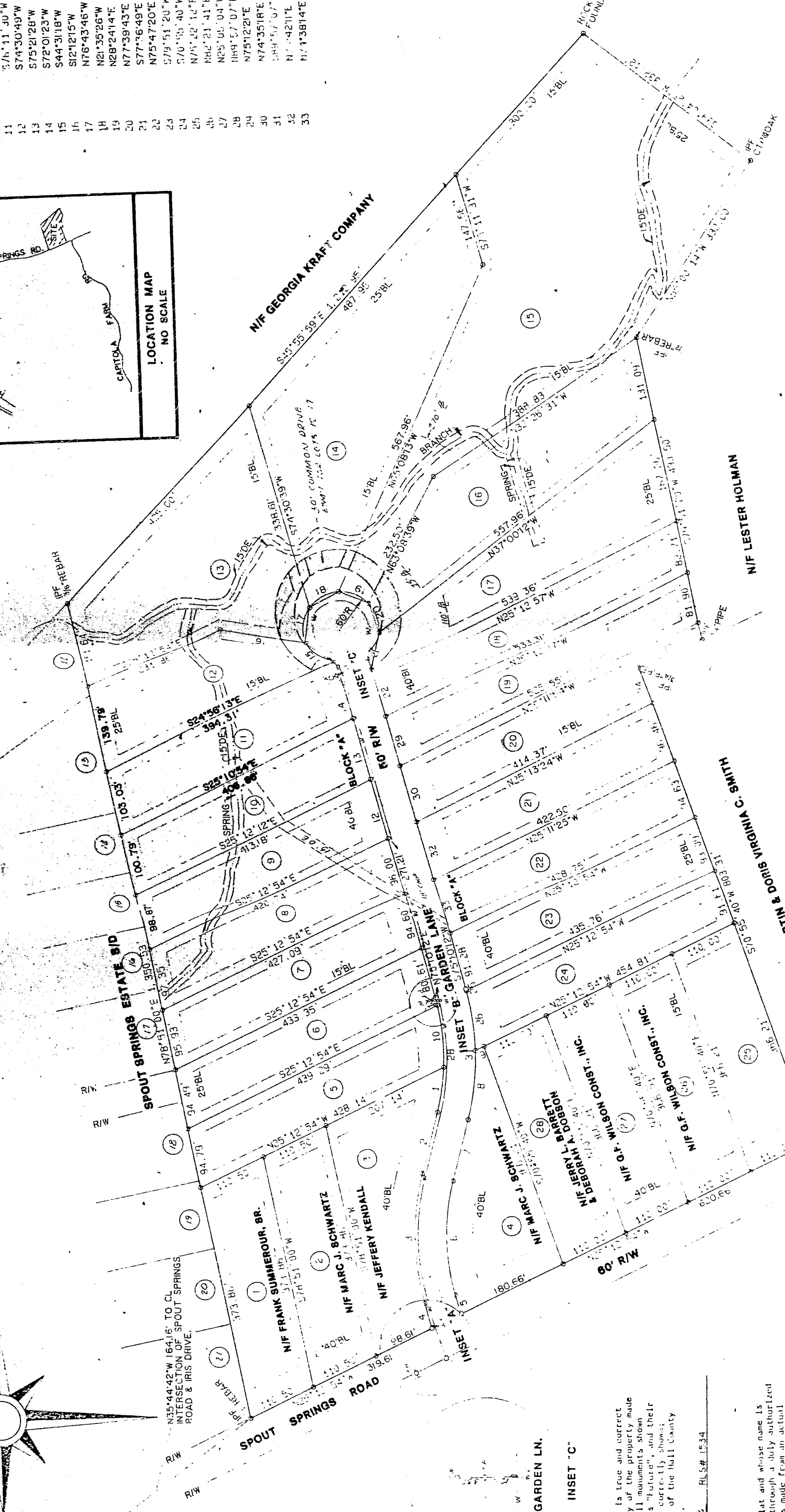
1	1
---	---

LINE & CURVE NUMBER	BEARING	DISTANCE	ARC	RADIUS
1	N81°03'40"W	71.48'	71° 00'	353.46'
2	N75°15'57"W	100.00'	208° 41'	141.97'
3	S81°57'07"W	206.14'		
4	S75°10'12"W	40.93'		
5	N75°10'12"E	31.77'		
6	N89°57'07"E	186.62'	182° 14'	31.97'
7	S75°15'57"E	100.00'		
8	S83°03'23"E	103.50'	109° 01'	40.54'
9	S25°12'54"E	44.91'		
10	S74°11'40"W	48.10'	98° 41'	31.97'
11	S74°30'49"W	97.46'	1° 14'	31.97'
12	S75°21'28"W	99.06'		
13	S72°01'23"W	99.05'		
14	S44°31'18"W	96.26'		
15	S21°12'15"W	136.35'		
16	S12°12'15"W	59.48'		
17	N76°43'46"W	51.46'		
18	N21°35'25"W	50.00'		
19	N28°24'14"E	50.00'		
20	N77°39'43"E	59.98'		
21	N75°47'20"E	81.26'		
22	S74°51'20"W	30.74'		
23	S74°51'20"W	30.74'		
24	N76°43'46"E	51.46'		
25	N21°35'25"E	50.00'		
26	N28°24'14"E	50.00'		
27	N77°39'43"E	59.98'		
28	N75°47'20"E	81.26'		
29	S74°51'20"W	30.74'		
30	S74°51'20"W	30.74'		
31	N76°43'46"E	51.46'		
32	N21°35'25"E	50.00'		
33	N28°24'14"E	50.00'		

- LESGO - ASP ASPHALT
- BL - BACK OF CURB
- BP - BUILDING LINE
- WP - WOOD PILING
- CH - CHAIN
- CI - CHORD
- CP - CAST IRON PIPE
- CL - CEMENT LINE
- CM - CONCRETE MONUMENT
- CC - CORRUGATED METAL PIPE
- CCMC - CORRUGATED METAL PIPE
- DI - DITCH
- DIP - DUCTILE IRON PIPE
- DWCB - DOUBLE WALL DUCTILE IRON PIPE
- FES - FLEXIBLE END SECTION
- FI - FIRE HYDRANT
- GL - GROUND LEVEL
- GP - GROUND PILE
- GR - GRASS
- GV - GUY WIRE
- GW - GUY WIRE
- HW - HIGHWAY
- HT - HIGH TENSION
- ITS - IRON TIE ROD (1 1/2" REBAR)
- JB - JOINT BOX
- LL - LEAD LINE
- LP - LEAD PILE
- MA - MASONRY
- MC - METAL CURB
- MP - METAL PIPE
- MS - METAL SHEET PILING
- PC - POLYETHYLENE PIPE
- PL - PLYWOOD
- PP - POLYPROPYLENE PIPE
- PS - POLYSTEER CONCRETE PIPE
- SA - SAND
- SB - SANDSTONE
- SP - SANDSTONE
- SW - SANDSTONE
- TC - TRUSS
- VE - VENT
- VP - VENT PIPE
- W - WATER
- WW - WASTE WATER
- WV - WASTE WATER
- RLS - REGISTERED LAND SURVEYOR



TOTAL LOT AREA = 33.507 ACRES
ROAD AREA = 1.496 ACRES
TOTAL AREA = 35.003 ACRES



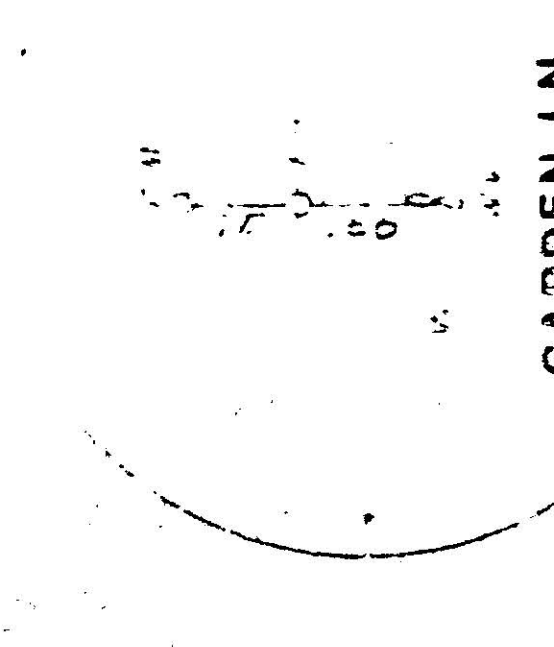
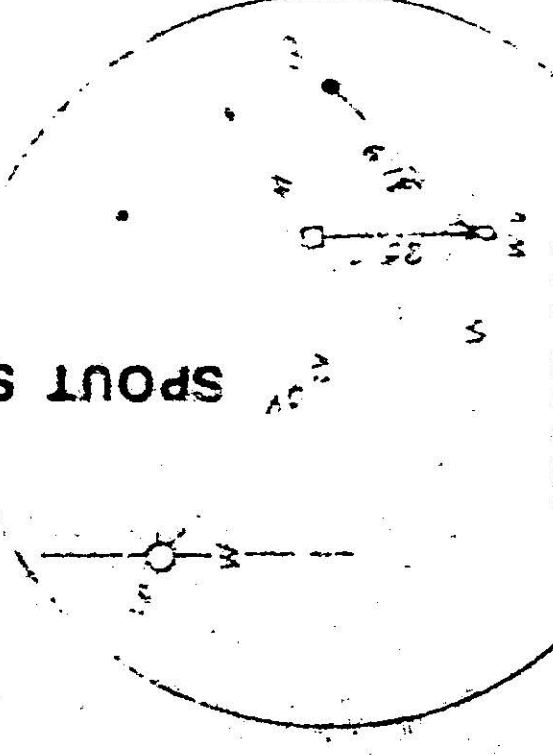
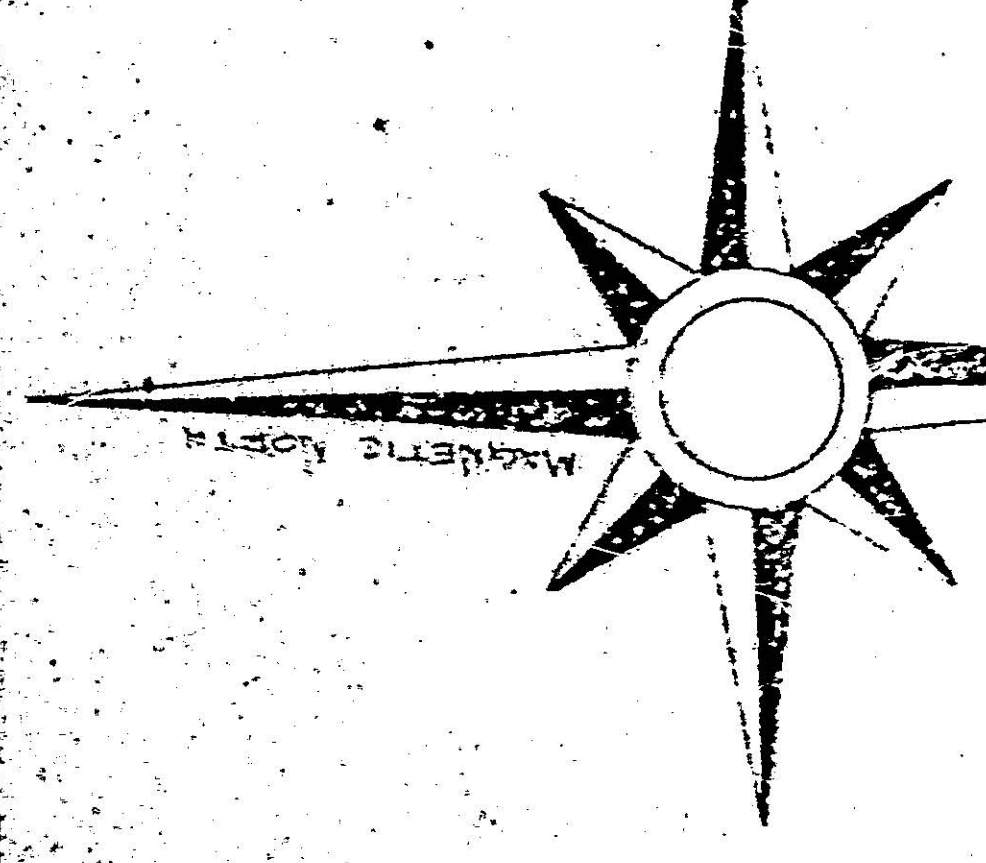
LOT	BLOCK "A" AREA (ACRES)
1	0.0071
2	0.0071
3	0.0071
4	0.0071
5	0.0071
6	0.0071
7	0.0071
8	0.0071
9	0.0071
10	0.0071
11	0.0071
12	0.0071
13	0.0071
14	0.0071
15	0.0071
16	0.0071
17	0.0071
18	0.0071
19	0.0071
20	0.0071
21	0.0071
22	0.0071
23	0.0071
24	0.0071
25	0.0071
26	0.0071
27	0.0071
28	0.0071

RECORDING PERMIT
By *[Signature]*
HALL COUNTY PLANNING COMMISSION

OWNER & SUBDIVIDER
NIF LESTER HOLMAN
NIF MARTIN & DOUG VIRGINIA C SMITH
NIF GEORGIA KRAFT COMPANY

NOTES:
1) BEARING SHOWN REFER TO MAGNETIC NORTH AND ARE COMPUTED FROM ANGLES TURNED.
2) BOUNDARIES SHOWN ARE PROPERTY CORNERS UNLESS OTHERWISE NOTED.
3) THERE ARE NO KNOWN NATIONAL GEODETIC SURVEY MONUMENTS WITHIN 500' OF THIS PROPERTY.
4) THIS PLAT IS TO BE USED FOR DISPOSAL OF TO BE WITHIN 30' OF ANY STREAM.
5) WITHIN 30' OF ANY STREAM.

BUILDING SETBACKS
FRONT - 40'
SIDE - 15'
REAR - 25'



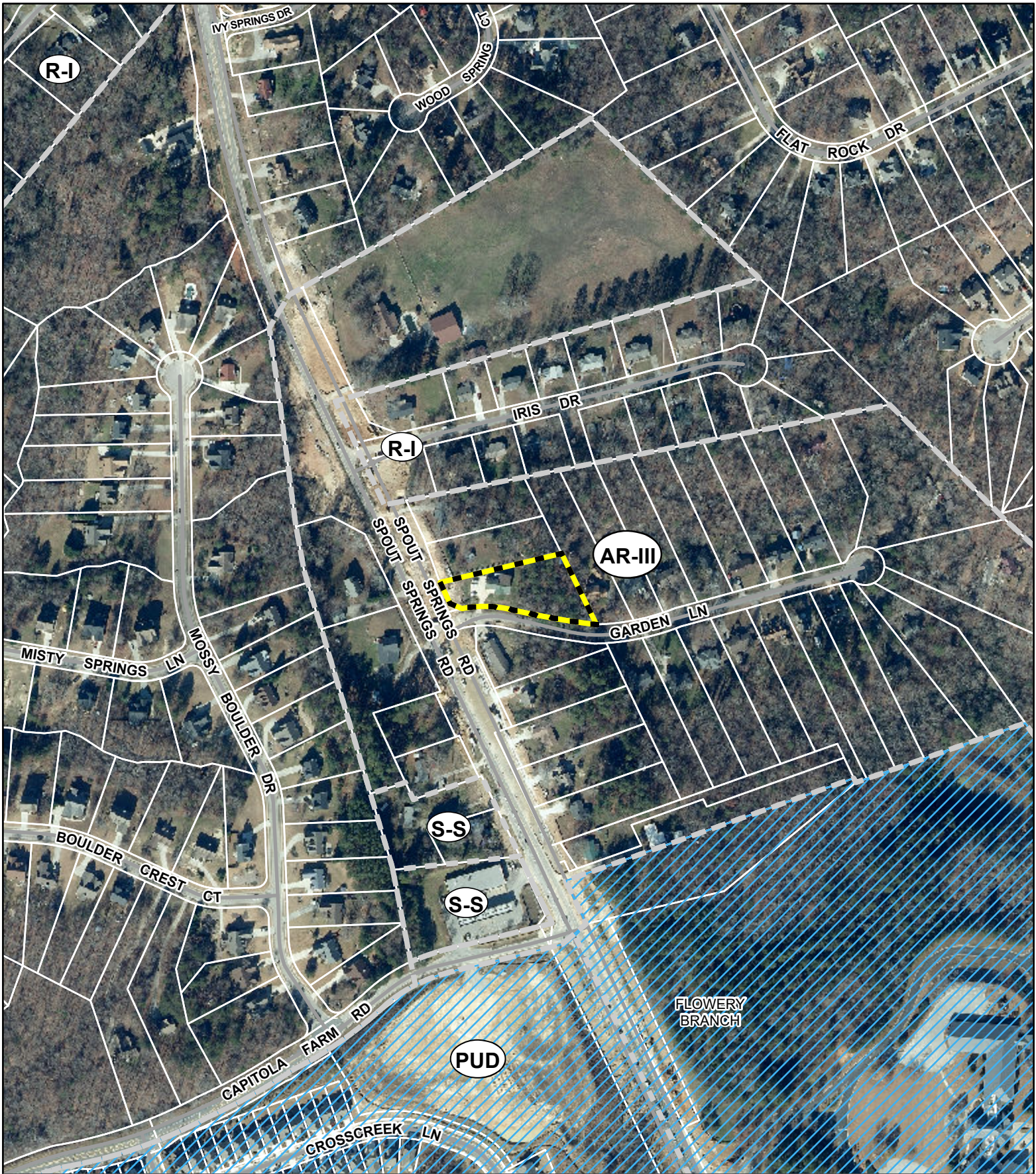
IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY SUPERVISION AND THAT THE SAME IS ACCURATE AND COMPLETELY CORRECT AND THAT ALL ENGINEERING REQUIREMENTS OF THE HALL COUNTY SUBDIVISION REGULATIONS HAVE BEEN MET.

STATE OF GEORGIA
COUNTY OF HALL
I, *[Signature]*, Surveyor General for the State of Georgia, do hereby certify that the above and foregoing plat was filed for record in the office of the County Clerk of Hall County, Georgia, on this 23rd day of July, 1987, and that the same is a true and correct copy of the original as filed.

Argument to the Hall County Subdivision Regulations, this plat was given final approval by the Hall County Planning Commission on this 23rd day of July, 1987. All of the conditions of the regulations have been met and the plat is hereby approved and this approval is granted under the authority of said regulations.

THIS PLAT IS SUBJECT TO THE COVENANTS SET FORTH IN THE SEPARATE DOCUMENT ATTACHED HERETO, DATED *[Date]*, OF RECORD IN HALL COUNTY, GEORGIA, BOOK *[Number]*, PAGE *[Number]*, AND SIGNED BY THE OWNER.

Recorded July 23, 1987 - Dwight A. Wood Clerk



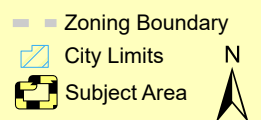
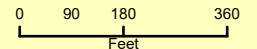
Applicant: PRIORITY PERSONAL CARE HOMES, LLC

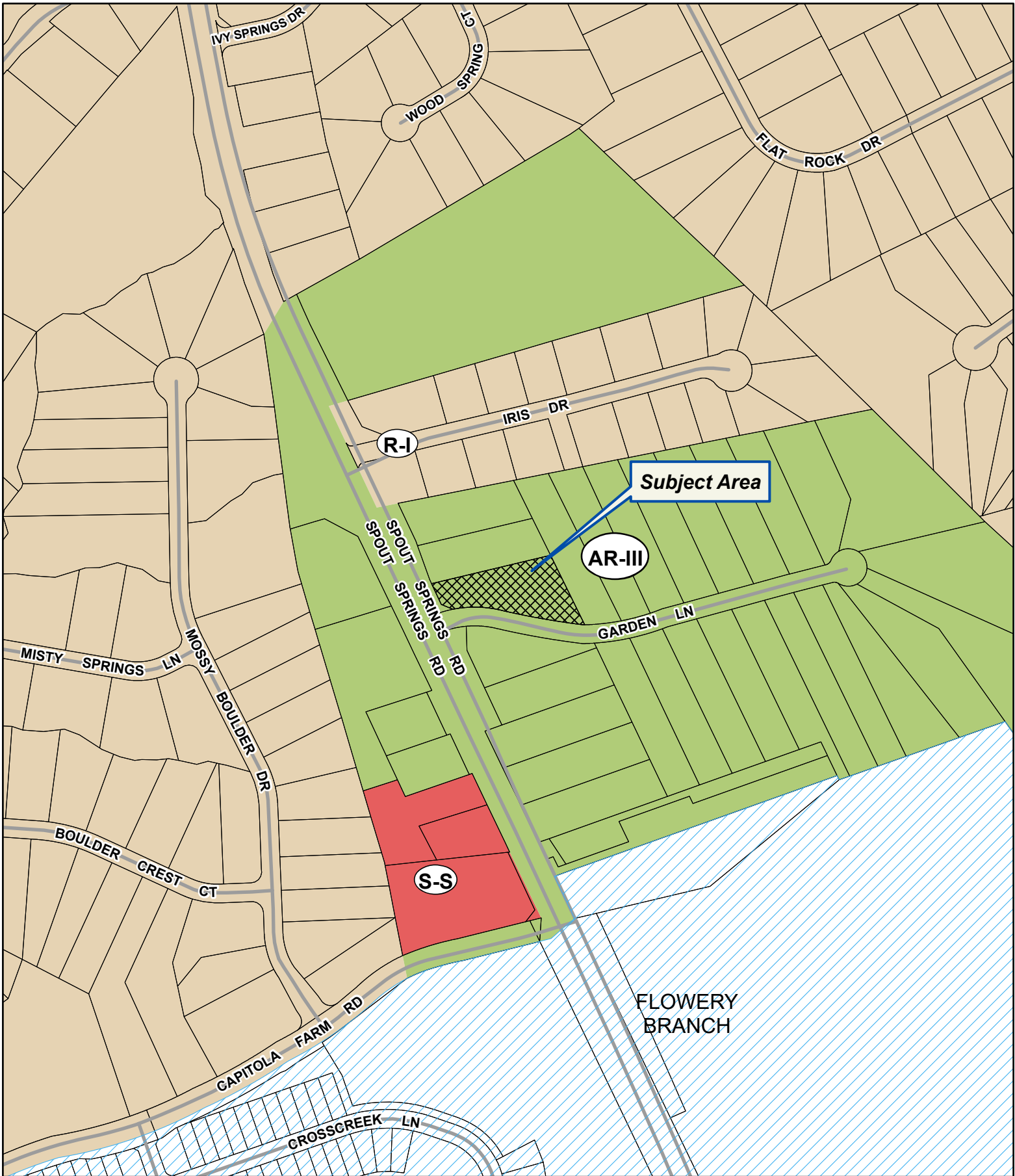
Tax Parcel #: 15046C000003

Location: 6305 GARDEN LANE, FLOWERY BRANCH, GA 30542

Commission District 1

PC Mtg. Date: 04/15/2024





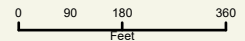
Applicant: PRIORITY PERSONAL CARE HOMES, LLC

Tax Parcel #: 15046C000003

Location: 6305 GARDEN LANE, FLOWERY BRANCH, GA 30542

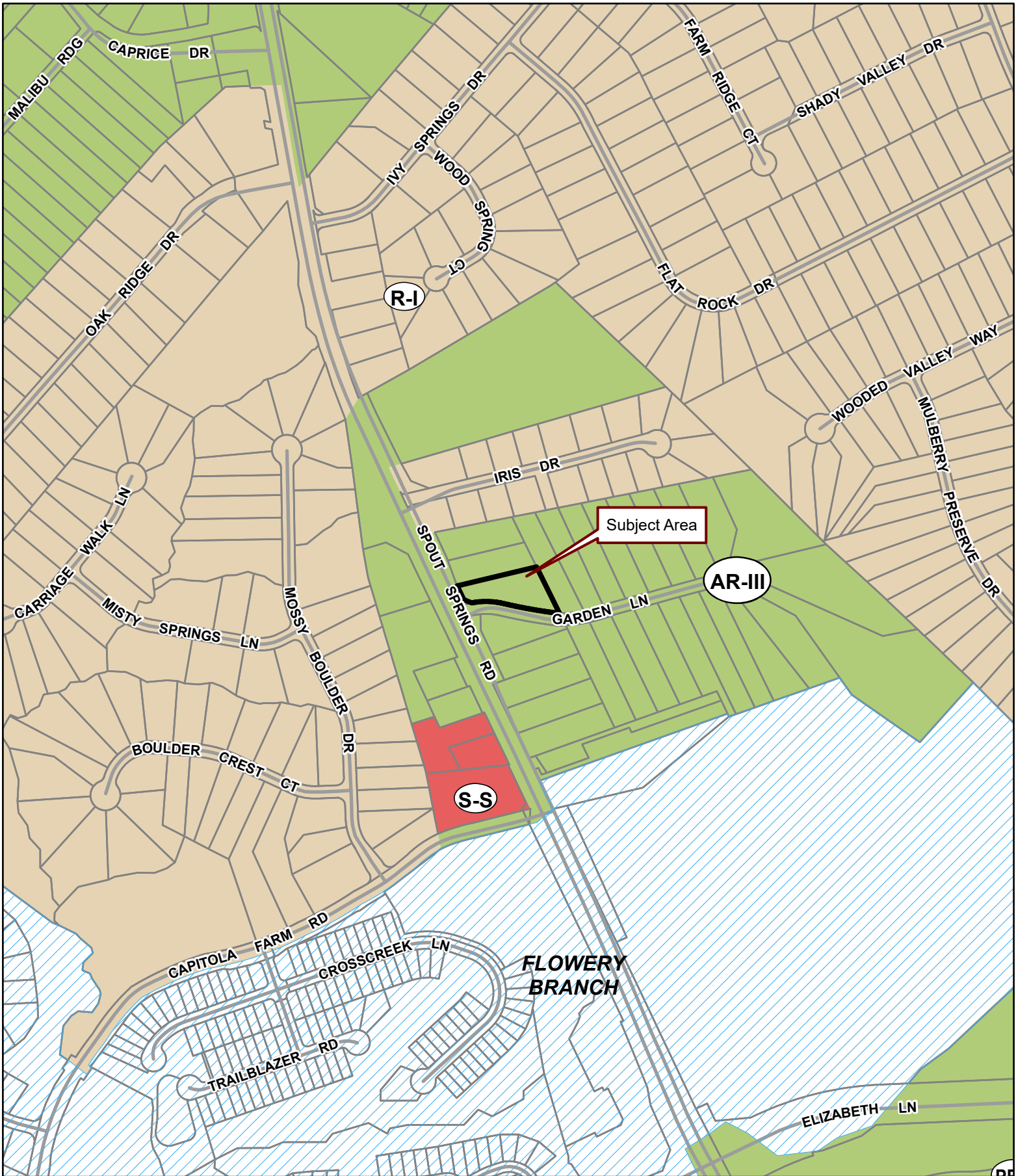
Commission District 1

PC Mtg. Date: 04/15/2024



- Zoning Boundary
- ▨ City Limits
- ▩ Subject Area
- Structure





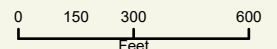
Applicant: PRIORITY PERSONAL CARE HOMES, LLC

Tax Parcel #: 15046C000003

Location: 6305 GARDEN LANE, FLOWERY BRANCH, GA 30542

Commission District 1

PC Mtg. Date: 04/15/2024



- Zoning Boundary
- City Limits
- Subject Area
- Structure



Katie L. Greenway (CDI: Planning)

From: Jim Budd (CDI: Planning)
Sent: Tuesday, January 2, 2024 5:06 PM
To: Katie L. Greenway (CDI: Planning)
Cc: Brandi Smith (CDI: Business License)
Subject: 2000 FT BUFFER OF 6305 GARDEN LANE
Attachments: HallCounty_Personal_Care_Home_Business_Licences_Active_20240102.xlsx; 2305_GARDEN_LANE_2000FT_BUFFER.pdf

Katie,

Attached is a list of all Business Licenses that are “Personal Care Homes”. Brandi helped me select these.

One of the current personal care homes falls within the 2000 ft buffer. Business record BUS-0029865 - LABOR OF LOVE ADULT CARE, LLC - 5606 WOODDED VALLEY WAY FLOWERY BRANCH GA 30542.

Jim Budd, GISP

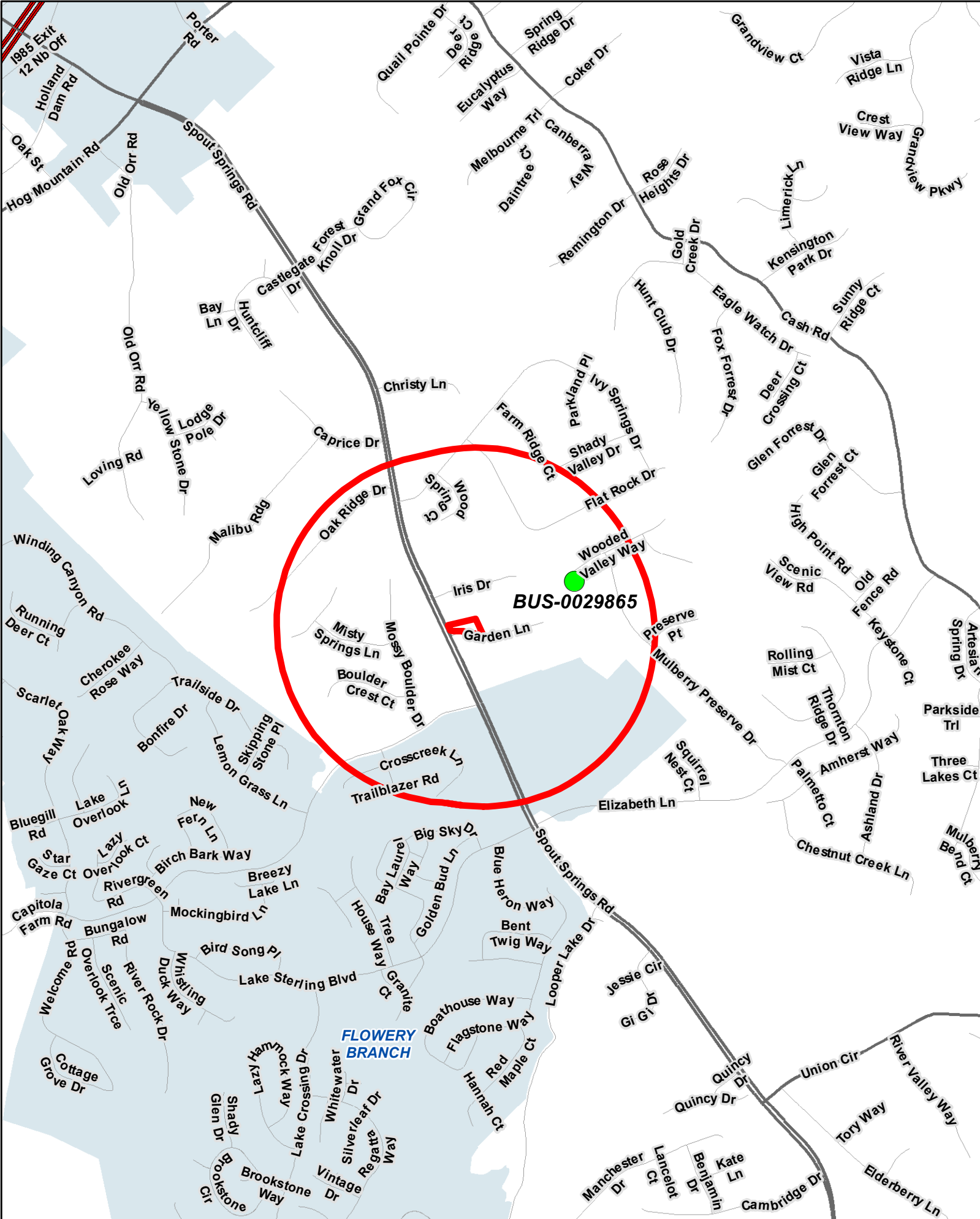
GIS Administrator

Hall County Community Development and Infrastructure

(770) 297-2601 | jbudd@hallcounty.org



6305 GARDEN LANE 2000 FT BUFFER





**GEORGIA DEPARTMENT
OF COMMUNITY HEALTH**

HFRD Applications and Waivers

Intake

Application

Facility Type: * Personal Care Home (PCH)

Application Type: * Change in Governing Body Name

Existing Facility

Begin typing the facility name or address below. When you see the correct facility in the dropdown list, click on the name to add it to the form.

Search by Name or Street Address 6305 ga

If any information is incorrect please update. If any information is missing please provide as required.

Facility Info

Facility Name only, not Governing Body Name

Facility Name * PRIORITY PERSONAL CARE HOME, LLC

Contact Person: * Daniel Stancea

Contact Phone Number: 678-708-5779
Phone Number Format: xxx-xxx-xxxx

Contact Email: * prioritypersonalch@gmail.com
Please enter valid email address and emails should be separated using ";" to enter multiple emails

Submit Payment

Reference Number: * 202310065

Total Fee: * \$ 300.00

Please enter your contact information below:

Payer Contact Information

First Name: * Daniel

Last Name: * Stancea

Email: * prioritypersonalch@gmail.com

Phone: 678-708-5779

Phone Number Format: xxx-xxx-xxxx

Billing Address

Street Address: * 1119 Dee Kennedy Rd

City: * Auburn

State: * GA

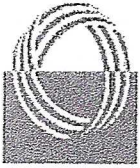
Zip Code: * 30011

***A convenience fee will be charged by a third party processor at checkout:
3.15 % of the total application fee for Credit Card transactions.
\$2 flat fee per transaction for E-check transactions.***

After clicking the "Checkout" button the FirstData Payleap form will load. This system uses TeleCheck to authorize checks. If paying by check, be sure that the first name and last name entered on this form matches the first name and last name on the checking account.

*******IMPORTANT*******

If using a corporate check enter the federal tax id with no dash. A dash in the federal tax id will cause the transaction to be rejected by TeleCheck.



GEORGIA DEPARTMENT OF
COMMUNITY HEALTH

STATE OF GEORGIA
PERSONAL CARE HOME PERMIT

This is to certify that a permit is hereby granted to

PRIORITY PERSONAL CARE HOME, LLC

(Name of Governing Body)

to maintain and operate a Personal Care Home with a capacity of 5 named as PRIORITY PERSONAL CARE HOME, LLC

(Name of Facility)

Said facility and premises are located at 6305 GARDEN LANE

(Street)

in FLOWERY BRANCH 30542 County of HALL

(Zip Code)

(City or Town)

, Georgia.

Permit Effective Date: Tuesday, November 5, 2019, and remains in effect unless revoked or suspended.

"This permit is granted pursuant to the authority vested in the Department of Community Health pursuant to O.C.G.A. 31-7-3 and signifies that its facilities and operations comply with the Rules and Regulations of the Department of Community Health on the date this permit was issued."

THIS PERMIT IS NOT TRANSFERABLE

PERMIT NO. PCH009942

In Witness Whereof, we have hereunto set our hand this 8TH day of NOVEMBER, 2019

GEORGIA DEPARTMENT OF COMMUNITY HEALTH

HEALTHCARE FACILITY REGULATION DIVISION

Melanie Simon, Division Chief



CERTIFICATE OF OCCUPANCY

HALL COUNTY

Building Inspection Department

770-531-6809



CERTIFICATE NO:	RES2019-00145	JURISDICTION:	HALL COUNTY
OWNER:	PRIORITY PERSONAL CARE HOME 6305 GARDEN LANE, FLOWERY BRANCH, GA 30542	CONTRACTOR:	
JOB ADDRESS:	6305 GARDEN LANE , FLOWERY BRANCH 30542		
PARCEL NO:	15046C000003	OCCUPIED SPACE:	1,600.00 SQ.FT
SUBDIVISION:		LOT NO:	
OCCUPANCY CLASS:	RESIDENTIAL	SPRINKLER SYSTEM:	No Sprinkler System
OCCUPANCY TYPE:	Occupancy	NO OF BEDROOMS:	
CONSTRUCTION TYPE:	V		
CODE:	2012 Edition IRC		
PURPOSE:	PERSONAL CARE HOME FOR SENIORS		
SPECIAL CONDITIONS:	NO MORE THAN 5 RESIDENTS AND 1 FULL-TIME CARETAKER		

YOU ARE HEREBY AUTHORIZED TO OCCUPY AS NOTED ABOVE.

DATE: 2/13/2019

ISSUED BY:

Building Official/Authorized Agent

THIS OCCUPANCY PERMIT IS ISSUED PURSUANT TO THE REQUIREMENTS OF THE HALL COUNTY BUILDING CODE AND THE HALL COUNTY ZONING REGULATIONS CERTIFYING THAT AT THE TIME OF ISSUANCE THAT THIS STRUCTURE OR USE OF LAND WAS IN COMPLIANCE WITH THE VARIOUS REGULATIONS OF HALL COUNTY REGULATING BUILDING CONSTRUCTION AND USE OF LAND. THIS OCCUPANCY PERMIT IS VOID IF THE USE IS CHANGED OR IF THE BUILDING IS ALTERED.

CERTIFICATE OF OCCUPANCY: RETAIN IN PERMANENT RECORDS

Anael Dominguez (CDI: Planning)

From: Emily McGahee (Environmental Health)
Sent: Friday, March 8, 2024 3:22 PM
To: Anael Dominguez (CDI: Planning); Randi Doveton (CDI: Planning); Beth Garmon (CDI: Planning)
Cc: Chad Harper (Environmental Health); Kelly Hairston (Environmental Health)
Subject: HCPC Tentative Agenda 4.15.24

Please find Environmental Health comments below:

Item 1, 1530 Browns Bridge Ave, Zamudio: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system. Area for a feasible, full conventional recovery system must be available. An existing system evaluation/site visit will be required for Environmental Health to process the building permit application.

Item 2, 6305 Garden Lane, Priority Personal Care: This home is served by an onsite sewage management system adequate for 6 residents (including staff).

Item 3, 4410 Holly Springs Road, Verizon: No comment.

Emily McGahee
Hall County Environmental Health
Hall County Government Center
2875 Browns Bridge Road
Mailing: PO Box 5901
Gainesville, GA 30504
(770) 531-3973 (phone)
emcgahee@hallcounty.org

<http://dph.georgia.gov/environmental-health> (State Website)
<http://www.phdistrict2.org/HallCounty.htm> (District Website)
<https://www.hallcounty.org/192/Environmental-Health> (County Website & Forms)

EMAIL Reader Advisory Notice: Email to and from a Georgia state agency is generally public record, except for content that is confidential under specific laws. Security by encryption is applied to all confidential information sent by email from the Georgia Department of Public Health (DPH). This message is only intended for specific recipient(s) and may contain privileged, private, or sensitive information. If you received this message in error, please delete it, and contact me.

Anael Dominguez (CDI: Planning)

From: Chavers, Veronica E <VChavers@dot.ga.gov>
Sent: Thursday, March 14, 2024 7:46 AM
To: Anael Dominguez (CDI: Planning); Beth Garmon (CDI: Planning)
Subject: RE: Tentative Planning Agenda for April 15, 2024

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

See comments in red, below.

From: Anael Dominguez (CDI: Planning) <adominguez@hallcounty.org>
Sent: Thursday, March 7, 2024 10:20 AM
Subject: Tentative Planning Agenda for April 15, 2024

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning –

Here is the Tentative Agenda and Maps for the **Monday, April 15, 2024** Hall County Planning Commission Meeting.

Please use the links to review the documents and respond with comments to Hall County Planning and Development. Failure to provide comments in a timely manner may result in the information not being included in the staff report.

When submitting comments, please include the name of the applicant along with the address of the property with the corresponding comment.

Comments are due by **Thursday, March 14th**. Email comments to Beth (bgarmon@hallcounty.org) and Ana (adominguez@hallcounty.org).

CALL TO ORDER

AGENDA REVIEW

APPROVAL OF MINUTES – April 1, 2024

NEW BUSINESS

1. [1530 Browns Bridge Avenue | Variance | 17.240.010. to reduce the rear yard setback | on a 0.33± acre tract located on the east side of Browns Bridge Avenue, approximately 724 feet from its intersection with Skelton Road | Zoned R-I; Tax Parcel 00123 008020 | Proposed Use: Accessory building | * Commission District 4 | Andres Martinez Zamudio, applicant No GDOT coordination required.](#)
2. [6305 Garden Lane | Use Subject to County Commission Approval | 17.110.040.O.Community Residences that fail to meet all requirements for an administrative occupancy permit | on a 0.97± acre tract located on the north side of Garden Lane, at its intersection with Spout Springs Road | Zoned AR-III; Tax Parcel 15046C000003 | Proposed Use: Community residence | ** Commission District 1 | Priority Personal Care Home, LLC, applicant No GDOT coordination required.](#)
3. [4410 Holly Springs Road | Use Subject to County Commission Approval | 17.120.040.O. Telecommunications facilities | on a 100.37± acre tract located on the south side of Holly Springs Road.](#)

approximately 2,300 feet from its intersection with Bryant Quarter Road | Zoned AR-IV; Tax Parcel 15002 000061 | Proposed Use: Telecommunications facility | ** Commission District 3 | Verizon Wireless c/o Wayne Bruce, Pyramid Network Services, applicant **GDOT coordination required for Utility Permit/ Access on State Route.**

*The Planning Commission's decision will be the final action taken unless appealed to the Board of Commissioners. To do so, file an application with the Planning Department within 30 days of the Planning Commission's decision.

The Hall County Board of Commissioners will hear appeals at a public hearing **Thursday, May 23, 2024**, at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

The Planning Commission's recommendation will be forwarded to the Board of Commissioners for final action at a public hearing on **Thursday, May 23, 2024. The Board will meet at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

Thank you,
Ana Dominguez
Planning Commission Clerk
Hall County Community Development and Infrastructure
(770) 531-6810 | www.hallcounty.org



Human trafficking impacts every corner of the globe, including our state and local communities. Georgia DOT is committed to end human trafficking in Georgia through education enabling its employees and the public to recognize the signs of human trafficking and how to react in order to help make a change. To learn more about the warning signs of human trafficking, visit <https://doas.ga.gov/human-resources-administration/human-trafficking-awareness/trafficking-in-georgia>. To report any suspicious activity, call the Georgia Human Trafficking Hotline at 866-363-4842. Let's band together to end human trafficking in Georgia.



Hall County Government
COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

MEMORANDUM

To: Randi Doveton, Director of Planning and Development

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

From: Bill Nash, Director of Public Works and Utilities

Date: March 13, 2024

t: 770.531.6800 | f: 770.531.3945

Subject: April 15, 2024 - Hall County Planning Commission Agenda

PUBLIC WORKS AND
UTILITIES DIRECTOR
Bill Nash, P.E.

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the April 15, 2024 meeting. Upon review, we provide the following comments.

NEW BUSINESS

1. [1530 Browns Bridge Avenue | Variance | 17.240.010. to reduce the rear yard setback | on a 0.33± acre tract located on the east side of Browns Bridge Avenue, approximately 724 feet from its intersection with Skelton Road | Zoned R-I; Tax Parcel 00123 008020 | Proposed Use: Accessory building | * Commission District 4 | Andres Martinez Zamudio, applicant](#)
 - a. **Engineering:** No comment
 - b. **Traffic:** No comment.
 - c. **Utilities:** Applicant needs to confirm location of septic system to ensure there is no conflict.

2. [6305 Garden Lane | Use Subject to County Commission Approval | 17.110.040.O.Community Residences that fail to meet all requirements for an administrative occupancy permit | on a 0.97± acre tract located on the north side of Garden Lane, at its intersection with Spout Springs Road | Zoned AR-III; Tax Parcel 15046C000003 | Proposed Use: Community residence | ** Commission District 1 | Priority Personal Care Home, LLC, applicant](#)
 - a. **Engineering:** No comment
 - b. **Traffic:** No comment
 - c. **Utilities:** No comment

3. [4410 Holly Springs Road | Use Subject to County Commission Approval | 17.120.040.O. Telecommunications facilities | on a 100.37± acre tract located on the south side of Holly Springs Road, approximately 2,300 feet from its intersection with Bryant Quarter Road | Zoned AR-IV; Tax Parcel 15002 000061 | Proposed Use: Telecommunications facility | ** Commission District 3 | Verizon Wireless c/o Wayne Bruce, Pyramid Network Services, applicant](#)

- a. **Engineering:** Will need a bond prior to land disturbance permit.
- b. **Traffic:** No comment
- c. **Utilities:** No comment

Anael Dominguez (CDI: Planning)

From: John Hornick (Fire Services)
Sent: Wednesday, March 13, 2024 2:56 PM
To: Anael Dominguez (CDI: Planning)
Cc: Randi Doveton (CDI: Planning)
Subject: Fire Comments

Monday, April 15, 2024 Hall County Planning Commission Meeting.

2. [6305 Garden Lane | Use Subject to County Commission Approval | 17.110.040.O.Community Residences that fail to meet all requirements for an administrative occupancy permit | on a 0.97± acre tract located on the north side of Garden Lane, at its intersection with Spout Springs Road | Zoned AR-III; Tax Parcel 15046C000003 | Proposed Use: Community residence | ** Commission District 1 | Priority Personal Care Home, LLC, applicant](#)

The Hall County Fire Marshal's Office has no comments as proposed. Personal Care Home passed annual Life Safety Inspection on 2/6/24

Regards,

John Hornick, NPQ Fire Service Plans Examiner 1
Lieutenant, Hall County Fire Rescue
Hall County Government
Main: 770-531-6838 | Cell: 404-597-0083
Website: www.Hallcounty.org





AGENDA ITEM

Public Hearing to amend Hall County's Zoning Map as follows:

REPORT TO: Work Session (05/20/24)

REPORT TO: Voting Meeting (05/23/24)

ITEM NO: 285/2024

SUBJECT: **4410 Holly Springs Road | Use Subject to County Commission Approval |** 17.120.040.O. Telecommunications facilities | on a 100.37± acre tract located on the south side of Holly Springs Road, approximately 2,300 feet from its intersection with Bryant Quarter Road | Zoned AR-IV; Tax Parcel 15002 000061 | **Proposed Use: Telecommunications facility |** Commission District 3 | **Verizon Wireless c/o Wayne Bruce, Pyramid Network Services, applicant**

Meetings:

Work Session Date: 05/20/24

Voting Meeting Date: 05/23/24

Executive Summary:

Presenter: BG

Recommendation:

Approval, with conditions:

1. The proposed tower shall be located as shown on the site plan and as described in the narrative both dated on February 16, 2024, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. The total height of the tower and all appurtenances, including lightning rods, shall be limited to 265 feet as shown on the proposed construction drawings.
3. The applicant shall provide an updated Federal Aviation Administration (FAA) Determination of No Hazard to Air Navigation letter prior to applying for any permits for the project.
4. All federally required signage shall be permitted at the tower site.
5. No variances or development exceptions are granted as part of this request unless explicitly listed herein.
6. All conditions of zoning shall be made part of any plats or development plans created for the property.

Purpose of Request:

History:

4410 Holly Springs Road | Use Subject to County Commission Approval | 17.120.040.O. Telecommunications facilities | on a 100.37± acre tract located on the south side of Holly Springs Road, approximately 2,300 feet from its intersection with Bryant Quarter Road | Zoned AR-IV; Tax Parcel 15002 000061 | Proposed Use: Telecommunications facility | Commission District 3 | Verizon Wireless c/o Wayne Bruce, Pyramid Network Services, applicant

Facts and Issues:

Options:

Funding Requested \$ 0.00
Are funds within current budget? No
Source of Funds
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.? No
Has it been reviewed by the County Attorney? Yes
Is there a deadline for this item?

Approvals:

Submit	Approve	Attorney	Administration
AD	BG	WLI	CR
Clerk			
JR			

Attachments:

- Board Memo
- Recommendation Report
- Application
- Narrative
- Site Plan
- Maps
- Fall Zone Letter
- FAA Extension
- Pond Fork SHPO
- Environmental Health Comments
- GDOT Comments
- Public Works Comments
- Fire Comments
- Notice Sign Photo



Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PLANNING AND DEVELOPMENT

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

PLANNING AND DEVELOPMENT
DIRECTOR
Randi Doveton

ASSISTANT DIRECTOR
Beth Garmon

To: Richard Higgins, Chairman
Kathy Cooper, District 1 Commissioner
Billy Powell, District 2 Commissioner
Gregg Poole, District 3 Commissioner
Jeff Stowe, District 4 Commissioner

From: Beth Garmon, Assistant Director of Planning & Development

Date: May 6, 2024

Subject: **4410 Holly Springs Road | Use Subject to County Commission Approval | 17.120.040.O.**
Telecommunications facilities | on a 100.37± acre tract
| Proposed Use: Telecommunications facility | Verizon Wireless c/o Wayne Bruce, Pyramid Network Services, applicant

The request before you is the request of Verizon Wireless c/o Wayne Bruce, Pyramid Network Services for a Use Subject to County Commission Approval to allow a telecommunications facility. This item is located within Commission District 3.

At their April 15, 2024 meeting, the Hall County Planning Commission voted to recommend approval with six (6) condition **(4-0, Varner absent)**.

Staff recommendation: **Approval, with conditions**

There were **no comments submitted** in advance of the Planning Commission meeting and **no one spoke during the public hearing**.

Planning Commission Conditions:

1. The proposed tower shall be located as shown on the site plan and as described in the narrative both dated on February 16, 2024, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. The total height of the tower and all appurtenances, including lightning rods, shall be limited to 265 feet as shown on the proposed construction drawings.
3. The applicant shall provide an updated Federal Aviation Administration (FAA) Determination of No Hazard to Air Navigation letter prior to applying for any permits for the project.
4. All federally required signage shall be permitted at the tower site.

5. No variances or development exceptions are granted as part of this request unless explicitly listed herein.
6. All conditions of zoning shall be made part of any plats or development plans created for the property.

**HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT**

Applicant Verizon Wireless c/o Wayne Bruce, Pyramid Network Services

Request Use Subject to County Commission Approval (17.120.040.O.)

Proposed Use Telecommunication tower

Size 100.37± acres

Zoning Current | Agricultural Residential IV (AR-IV, [17.120](#))

Location **4410 Holly Springs Road** | Tax Parcel 15002 000061

Commission District Three

Planning Commission Date April 15, 2024

Staff Recommendation **Approval, with conditions**

Record Number HZCU24-0009

Planning Commission Recommendation..... **Approval, with conditions**

Vote: 4-0 (Varner absent)

Plannig Commission Conditions:

1. The proposed tower shall be located as shown on the site plan and as described in the narrative both dated on February 16, 2024, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. The total height of the tower and all appurtenances, including lightning rods, shall be limited to 265 feet as shown on the proposed construction drawings.
3. The applicant shall provide an updated Federal Aviation Administration (FAA) Determination of No Hazard to Air Navigation letter prior to applying for any permits for the project.
4. All federally required signage shall be permitted at the tower site.

5. No variances or development exceptions are granted as part of this request unless explicitly listed herein.
6. All conditions of zoning shall be made part of any plats or development plans created for the property.

Excerpts from the minutes of the April 15, 2024 meeting

Applicant's Presentation:

Katie Greenway, Planning and Zoning Administrator, presented a summary of the request.

Wayne Bruce, 1901 Munford Place, McDonough, presented the request.

Public Forum:

There were no comments in support or opposition.

Planning Commission Comments:

No comments.

***Motion: A motion to approve, with conditions was made by Mr. Hunt and seconded by Mr. Sosebee.
Vote: 4-0 (Varner absent)***

Conditions:

1. The proposed tower shall be located as shown on the site plan and as described in the narrative both dated on February 16, 2024, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. The total height of the tower and all appurtenances, including lightning rods, shall be limited to 265 feet as shown on the proposed construction drawings.
3. The applicant shall provide an updated Federal Aviation Administration (FAA) Determination of No Hazard to Air Navigation letter prior to applying for any permits for the project.
4. All federally required signage shall be permitted at the tower site.
5. No variances or development exceptions are granted as part of this request unless explicitly listed herein.
6. All conditions of zoning shall be made part of any plats or development plans created for the property.

Staff Recommend Conditions:

1. The proposed tower shall be located as shown on the site plan and as described in the narrative both dated on February 16, 2024 , modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. The total height of the tower and all appurtenances, including lightning rods, shall be limited to 265 feet as shown on the proposed construction drawings.
3. The applicant shall provide an updated Federal Aviation Administration (FAA) Determination of No Hazard to Air Navigation letter prior to applying for any permits for the project.
4. All federally required signage shall be permitted at the tower site.
5. No variances or development exceptions are granted as part of this request unless explicitly listed herein.
6. All conditions of zoning shall be made part of any plats or development plans created for the property.

The following should be considered as exception to the Official Code of Hall County, and shall warrant further determination by the Board should it choose to approve the submitted narrative and site plan:

- **17.410.270.b.1 Tall Structure Permit - Generally**
 - In granting a tall structure permit, the Board of Commissioners may impose conditions to the extent that the board concludes such conditions are necessary to minimize adverse effects from the proposed tower on adjoining or nearby properties, including limiting the height of the proposed tower located in or near residential areas. In no event shall a new tower exceeding 100 feet in height be placed on residentially-zoned property, nor shall a new tower exceeding 195 feet in height be placed on property with any zoning classification.
 - The proposed telecommunications tower is located within an Agricultural Residential IV (AR-IV) zoning district and has a proposed overall height of 265 feet.
- **17.410.140.1 - Landscaping.**
 - Where adequate vegetation is not present, tower facilities shall be landscaped with a strip of plant materials which effectively screens the view of the tower, accessory buildings and equipment, and the tower compound generally. Landscaped strips of plant material shall be a minimum of ten feet in width and located outside the fenced perimeter of the tower compound. Landscaped strips of plat material shall satisfy the minimum design and planting requirements for landscaped buffers established in the county's tree protection ordinance and other applicable ordinances relating to buffers.

- The proposed project includes a 5 foot landscape buffer on the north, east, and south sides of the tower site.
-

Summary Analysis

The applicant is requesting County Commission approval to construct a 265 foot tall self-supporting telecommunications tower on a 100.37± acre parcel zoned Agricultural Residential IV (AR-IV). On January 20, 2022, the Board of Commissioners approved this request to construct a telecommunications tower at 265 feet tall; however, the project was delayed and the applicant did not take the required action pursuant to 17.380.13 within the 12 month window. The applicant has updated the application and seeks to reapply for approval of this project.

The applicant has leased an area measuring 100 feet by 100 feet with a 30 foot access and utility easement, which provides access from Holly Springs Road. Per the submitted site plan, the tower and all associated equipment will be located within a 70 foot by 70 foot area that will be enclosed with an 8 foot chain-link fence topped with barbed wire. Per the submitted narrative, the applicant will provide a 5 foot landscaped area for screening on the north, east, and south sides of the tower site. Per the applicant's narrative, the west portion of the tower site is adequately screened with existing vegetation and the applicant does not intend to provide additional screening.

The proposed location is zoned Agricultural Residential IV (AR-IV), and surrounding properties are zoned Agricultural Residential IV (AR-IV) and Planned Commercial Farm District (PCFD). In the narrative, the applicant states that the closest non-residential property is located 2.8 miles away at 3561 Athens Highway and is zoned Light Industrial (I-I).

The applicant has provided evidence that no existing tower or structure in the area can accommodate the proposed antenna. The closest tower is approximately 3.6 miles northwest at 3177 Suggs Road, Pendergrass, GA 30567. The applicant will be co-locating on this tower; however, the submitted narrative states that this will not fill or alleviate the significant gap in coverage.

Per the submitted narrative, the applicant has identified coverage gaps that extend southwest of Gillsville and north of Athens Highway and states that the proposed location will improve coverage in this area. The application states that the proposed location was selected due to owner interest, parcel size, and the location's placement between existing tower sites which will allow the applicant to improve the reliability of service to businesses and customers in the area.

The applicant is requesting to construct a 255 foot structure that will support an antenna centerline of 250 feet with a ten foot lightning rod for an overall height of 265 feet. In the submitted letter from Verizon, it is stated that this height is critical for achieving quality indoor-level service and to enable additional calling and data resources, improve the reliability of service to businesses and customers, and provide additional support for emergency communication in this area of Hall County. The proposed tower will also accommodate the co-location of 4 additional providers ([17.410.090](#)).

The subject property can accommodate the required setbacks from property lines and the required distance from residential structures, which is equal to two times the height of the structure ([17.410.210.B.1](#)). The proposed location is 530 feet from the northern property line, 959 feet from the eastern boundary, 561 feet from the southern boundary, and over 2,000 feet from the western

boundary. According to the narrative, the closest off-site residential structure is 1,024 feet away located at 4428 Holly Springs Road.

Per the application, the proposed tower will maintain a galvanized steel finish and will not be painted. Due to the tower height exceeding 200 feet, the FAA will require lighting. The Federal Communications Commission (FCC) will require signage on the gate of the compound. The details for the signage are included in the submitted construction drawings.

Zoning Analysis

Hall County Planning and Development contracted with a third-party subject matter expert, River Oaks Communications Corporation, to review and evaluate the application for completeness and criteria for the Factors for Consideration of Approval or Denial for a Tall Structure Permit ([17.410.330](#)). River Oaks comments are incorporated below along with Hall County Planning and Development staff comments.

17.410.330. - Considerations in approval or denial of a tall structure permit.

Any denial of a request to place, construct, or modify a telecommunications facility shall be in writing and supported by substantial evidence contained in a resolution signed by the chairman of the county's board of commissioners. The governing authority shall consider, but is not limited to, the following factors in acting upon a tall structure permit application under the provisions of this chapter:

1. The height and setbacks of the proposed tower;
 - River Oaks: "Tower is 255' tall. The setback from the northerly property line is 530 feet; 959 feet from the easterly property line; 561 feet from the southerly property line; and over 2,000 feet from the westerly property line. See page C-0 of construction drawings for detail."
 - Planning Staff: The maximum height permitted in Agricultural Residential IV zoning is 100 feet. The application **does not meet** this standard.
2. The proximity of the tower to residential structures and residential district boundaries;
 - River Oaks: "Closest residential property line is 850 feet to 4406 Holly Springs Road Owned by John Lipscomb Jr. Nearest Residential Structure is 1,024 feet and is on 4428 Holly Springs Road and is owned by the Lazy L Land and Cattle Company. (Same owner as the parcel the tower is being proposed. Parcel is separate.)"
 - Planning Staff: The distance requirement is equal to two times the height of the structure. The proposed structure is 265 feet. The required setback is 530 feet. The application **meets** this standard.
3. The nature of uses, as well as the height of existing structures, on adjacent and nearby properties;
 - River Oaks: "Nearby properties are a mix of residential housing and farming structures (barns, pens, etc) Heights of these structures vary from single to 2 story. Exact heights are unknown."
 - Planning Staff: No additional comment.

4. The surrounding topography;
 - River Oaks: “Mostly farming fields and wooded areas.”
 - Planning Staff: No additional comment.
5. The surrounding tree coverage and foliage;
 - River Oaks: “Tower is in a field and is planned to have a landscaping buffer on 3 sides and use the natural foliage as coverage on one side. See page L-1 of the drawings for more details.”
 - Planning Staff: No additional comment.
6. The design of the tower, with particular reference to design characteristics that have the effect of reducing or eliminating visual obtrusiveness;
 - River Oaks: “Galvanized metal will remain and the tower will not be painted. Landscaping buffer with planted shrubs will hide the equipment at the base of the tower.”
 - Planning Staff: The landscape standard requires the use of landscape strips a minimum of 10 feet in width [17.410.140](#). The applicant has proposed 5 foot landscape strips. The application **does not meet** this standard.
7. The proposed ingress and egress to the tower area;
 - River Oaks: “Access to the site will be from an existing pathway off of Holly Springs Road and is 1,350 feet long.”
 - Planning Staff: No additional comment.
8. The availability of suitable existing towers or other structures for antenna co-location;
 - River Oaks: “No existing structure exists that could provide a suitable location.”
 - Planning Staff: No additional comment.
9. The impact of the proposed tower upon scenic views and the visual quality of the surrounding area;
 - River Oaks: “Tower is set back far enough from the road as it would not be considered intrusive to the area. Tower is 255 feet tall and will be visible from some of the surrounding area.”
 - Planning Staff: No additional comment.
10. The evidence submitted regarding the need for the tower in the area, including, but not limited to, propagation maps and other similar materials;
 - River Oaks: “Justification package from Verizon RF Engineering was submitted with the zoning application that included propagation maps and opinion letter.”

- Planning Staff: See submitted propagation maps and opinion letter (application Exhibit B - Letter from Verizon to Hall County Commissioners).
11. The portion of the tower that will be visible from adjacent and nearby residential properties;
 - River Oaks: "No Balloon test or photo simulations were required by the county for the application."
 - Planning Staff: No additional comment.
 12. The number of required trips to the tower site on a monthly basis;
 - River Oaks: "After construction is complete, 1 visit per month per carrier is to be expected for inspection and cleaning of equipment."
 - Planning Staff: No additional comment.
 13. The tower's effect on property values of adjacent and nearby residential properties;
 - River Oaks: "Good cellular coverage is a high requirement for home buyers. Many homes no longer have land-line or wired telephones. Homes in areas of good cellular coverage generally increase in value."
 - Planning Staff: Staff is unable to comment on the impact of property values without a full market analysis.
 14. The ratio of the height of the proposed tower to the height of the tallest adjacent and nearby residential structure;
 - River Oaks: "roughly 10:1"
 - Planning Staff: No additional comment.
 15. Safety concerns associated with the proposed tower or antenna;
 - River Oaks: "None"
 - Planning Staff: No additional comment.
 16. The tower's effect upon potential purchasers of adjacent and nearby residentially-zoned property;
 - River Oaks: "Home buying is generally "opinion" or "personal preference" based, but buyers do value good cellular coverage for work or safety."
 - Planning Staff: Staff is unable to comment on the impact of property values without a full market analysis.
 -
 17. The coverage or lack of coverage experienced by cell phone users in the area of the proposed tower.
 - River Oaks: "As shown in the provided RF propagation maps, there is currently a strong need for better coverage in this area."

- Planning Staff: See submitted maps and reports.

Development Support and Constraints – Departmental / Agency Comments

Hall County Environmental Health

In an email dated March 8, 2024, Emily McGahee stated: “No Comment.”

Hall County Fire Marshal

In an email dated March 13, 2024, John Hornick, NPQ Fire Inspector 1, Plans Review Lieutenant stated: “The Hall County Fire Marshal’s Office has no comments as proposed.”

Hall County Public Works and Utilities

In a memo dated March 13, 2024, Bill Nash, Director of Public Works and Utilities, provided the following comments:

Engineering:

Will need a bond prior to land disturbance permit.

Traffic:

No comment

Utilities:

No comment

Georgia Department of Transportation

In an email dated March 14, 2024, Veronica Chavers, D1TO Traffic Operations Civil Engineer 3, provided the following comments: “GDOT coordination required for Utility Permit/Access on State Route.”

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30501
MAILING ADDRESS: PO BOX 1435, GAINESVILLE GA 30503
t: 770-031-6809 | f: 770-531-3902

HALL COUNTY

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CONDITIONAL USE APPLICATION

Applicant (Name & Mailing Address)	Property Owner (Name & Mailing Address)
Verizon Wireless c/o Wayne Bruce, Pyramid Network Services	Lay L Land and Cattle Company, LLC, c/o Mark Linkesh,
1901 Munford Place	3292 Thompson Bridge
McDonough, GA	Gainesville, GA 30506
30252	Phone 770 530 8414
Phone: 770-500-7072	

Email Address: wbruce@pyramidns.com Email Address: linkesh@clipperpetroleum.com

Proposed Use: wireless facility to include a 265-foot self-supporting tower within 100' X 100' lease area

Contact Person (Name & Mailing Address)	Status of Applicant	Requested Action
Wayne Bruce	Owner	Permissive Use:
1901 Munford Place	Option to Purchase	0 HCPC DC
McDonough, GA	Area Resident	Fee: \$ _____
30352		

Phone: 770-500-7072 X Other Receipt #: _____

Email Address: wbruce@pyramidns.com

Tax Parcel Number: 15002 000061 Acreage: 100.37

Location Address @ Holly Springs Road, Gillsville, GA 30543

I hereby certify that the above information and all attached information are true and correct.

Signed: *Wayne Bruce*

Date: 01/31/2024

Applicant must complete all information above. Failure to complete this section will result in the refusal of the application. The Planning Department has 15 days to review all applications and will set the dates for each application. If the application is found insufficient, an agenda date will not be set until the required information is submitted. Please note that the Planning Commission and County Commission dates are tentative.

Application Withdrawal: I hereby withdraw the application.

Sign _____ Date: _____

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
t: 770-531-6809 | f: 770-531-3902



AUTHORIZATION OF PROPERTY OWNERS

Note: If the applicant is the property owner, please disregard this form.

Name of owner(s) LAZY L. LAND & CATTLE % MARK LINKESH
Address 3292 Thompson Bridge
GAINESVILLE, GA 30506
Phone Number 770-530-8414

Name of applicant(s) Verizon Wireless / % Wayne Bruce
Address 1901 Munford Place
McDonough, GA 30252
Phone Number 770-500-7072

I swear that I am the owner of the property which is the subject matter of the attached applications as shown in the records of Hall County, Georgia.

I authorize the person named above to act as applicant in the pursuit of a rezoning, permissive use, or variance of this property.

Signature of Owner(s)

Mark Linkesh

Personally appeared before me

Mark Linkesh

who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Notary Public



February 1st 2024
Date

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
t: 770-531-6809 f: 770-531-3902



CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

This form must be completed by the applicant and property owner, or person representing the property owner, for all zoning actions.

OCGA § 36-67A-3[C] Disclosure of campaign contributions:

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

I hereby certify that I have read the above and that:

I have** I have not

within the two years immediately preceding this date, made any contribution(s) aggregating \$250.00 or more to any local government official involved in the review or consideration of this application.

**If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.

Name of Official(s): _____

Office: _____

Dollar Amount: _____

Date of Contribution: _____

Applicant's/Owner's Signature: Mark Linkesh

Date: 2-1-2024

Applicant's/Owner's Name (Printed): MARK LINKESH

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE E. GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE GA 30503
t: 770-531-6809 | f: 770-531-3902

HALL C@UNTY
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CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

This form must be completed by the applicant and property owner, or person representing the property owner, for all zoning actions.

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I hereby certify that I have read the above and that:

I have" _____ I have not X

within the two years immediately preceding this date, made any contribution(s) aggregating \$250.00 or more to any local government official involved in the review or consideration of this application.

**If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.

Name of Official(s): _____ Office: _____

Date of Contribution: _____

Date: 01/31/2024

Applicant's/Owner's Name (Printed): Wayne Bruce

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
t: 770-531-6809 | f: 770-531-3902

Truth in Filing Affidavit

Affidavit of Reporting for Zoning Filing

This Zoning Application has been completed in good faith. All statements herein are known to us to be truthful and accurate to the best of our abilities.

Signature of Applicant(s)

Wayne Bruce

Date:

Feb, 13, 2024

Personally appeared before me

Wayne Bruce

Notary Public (Print Name) who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Hailey Mathews

Notary Public Signature Date

Hailey Mathews February 13, 2024



PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
t: 770-531-6809 | f: 770-531-3902



Telecommunication Tower Affidavit

Affidavit of Evaluation of Existing Towers for Co-Location

The attached exhibit identifies towers or alternatives structures that were considered for co-location and were rejected. For each location a detailed explanation of why the existing tower was not usable for the proposed project has been provided in the attached exhibit.

Exhibit consists of 1 pages.

Signature of Owner(s)

Wayne Bruce

Date:

Feb 13, 2024

Personally appeared before me

Wayne Bruce

Notary Public (Print Name) who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Haley Mathews

Notary Public Signature Date

Haley Mathews February 13, 2024



PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
t: 770-531-6809 | f: 770-531-3902



Telecommunication Tower Affidavit

Affidavit of Inventory: existing towers/alternative tower structures.

The attached exhibit identifies 33 towers or alternative structures within Hall County, within all municipalities in Hall County, and within a one-mile border of Hall County.

Information provided includes:

- Location (latitude and longitude coordinates),
- Height
- Design
- Tower type
- Suitability for co-location
- Additional information:
 - Provider/lessee
 - Any Co-location providers/lessee

An application for a tall structure permit shall not be considered complete without this affidavit of inventory

Exhibit consists of 1 pages.

Signature of Owner(s)

Wayne Bruce

Date:

Feb 13, 2024

Personally appeared before me

Wayne Bruce

Notary Public (Print Name) who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Hailey Matthews

Notary Public Signature Date

Hailey Matthews February 13, 2024





10300 Old Alabama Connector Road
Alpharetta, GA 30022-1117

February 14th, 2024

Hall County Board of Commissioners
2875 Browns Bridge Road
Gainesville, GA 30504

**Re: Conditional Use Permit & Variance Request Application
For a 265' Self-Supporting Structure Located at Tax Parcel ID 15002 000061
4410 Holly Springs Road, Gillsville, GA 30543**

Dear Board of Commissioners,

The proposed 265-foot telecommunications facility proposed to be located at Holly Springs Road is strategically located and enables Verizon Wireless to provide reliable voice and broadband data coverage to this surrounding area of eastern Hall County. As indicated on the accompanying exhibits, the proposed facility will greatly improve wireless service coverage to the residential and agribusiness area east of Gainesville and southwest of Gillsville.

The primary objective of this site is to provide significant coverage improvements along Georgia State Route 82 N (Holly Springs Rd), Harmony Church Rd, 3 Bridges Rd, Bryant Quarter Rd, Georgia State Route 323 (Gillsville Hwy) and other streets within the desired service area. Current coverage in this area is mostly limited to vehicular or outdoor usage. Indoor-coverage is marginal. The proposed site will allow Verizon Wireless to improve the reliability of service to businesses and customers residing in these areas.

The proposed tower height is the minimum height needed to properly provide improved rural coverage and accommodate anticipated future growth for wireless demand in this area. The proposed facility will allow Verizon Wireless to mount cellular antennas at a height of 250 feet above ground level (915.5 feet above mean sea level), which is critical to achieve quality coverage and indoor-level service quality in this portion of Hall County. Standard sector frames for antennas will be used for each wireless tenant which also maximizes colocation opportunities, and more easily allows the addition of new FCC spectrum and wireless products and services as technology improves. The location of this additional coverage site will also enable Verizon Wireless to provide additional calling and data resources that might be needed in the event of an emergency.

Verizon Wireless provides Commercial Mobile Radio Services ("CMRS") under licenses granted by the Federal Communications Commission ("FCC"). Pursuant to these licenses, Verizon Wireless is authorized to provide CMRS and operate a CMRS network in many geographic areas

throughout the nation, including Hall County, GA. The FCC exclusively regulates all technical aspects of Verizon Wireless' operations and network and preempts all state and local regulation of radiofrequency transmissions. The FCC rules protect co-channel and adjacent licensees against harmful interference. The proposed facility will be designed and built-in compliance with all applicable FCC requirements. The following points cover Verizon Wireless' practices pertinent to complying with the FCC requirements:

1. Verizon Wireless locates its transmitting antenna(s) in order to maximize vertical and horizontal separation from other operator's systems to minimize interference potential.
2. All operating hardware at the site is type-accepted by the FCC as far as emission levels within our licensed frequency band in addition to spurious emissions outside of our frequency band.
3. The power levels generated by the base station hardware and corresponding effective radiated power (ERP) from the transmit antenna(s) are within the limitations specified by Part 22 (for cellular), Part 24 (for PCS), or Part 101 (for microwave) of the Commission's Rules.
4. Intermodulation studies are prepared and analyzed considering all other wireless carriers on our tower to ensure no mixing of frequencies will create harmful interference to or from our wireless system.

The FCC has established safety rules relating to potential RF exposure from cell sites. The rules are codified at 47 C.F.R § 1.1310. The FCC provides guidance on how to ensure compliance with its rules in the FCC Office of Engineering and Technology Bulletin 65, available at: https://transition.fcc.gov/Bureaus/Engineering_Technology/Documents/bulletins/oet65/oet65.pdf

The FCC developed the RF standards, known as Maximum Permissible Exposure (MPE) limits, in consultation with numerous other federal agencies, including the Environmental Protection Agency, the Food and Drug Administration, and the Occupational Safety and Health Administration. The FCC provides information about the safety of radio frequency (RF) emissions from cell towers on its website at: <https://www.fcc.gov/engineering-technology/electromagnetic-compatibility-division/radio-frequency-safety/faq/rf-safety>.

Please refer to the FCC Office of Engineering and Technology Bulletin 65 and the attached Verizon Wireless RF Brochure for information on RF exposure guidelines, RF safety, and landlord responsibilities.

For the above-mentioned reasons, the Verizon Wireless Network Team respectfully requests approval of the Conditional Use Permit and Variance Request Application to allow the proposed 265-foot telecommunications facility, which will allow Verizon Wireless to continue to provide the most reliable wireless network to the citizens and businesses of Hall County. Thank you for your thoughtful consideration of this request.

Sincerely,

Victor G Mata
RF Design Engineer
Verizon Wireless

A handwritten signature in blue ink, appearing to read "Victor G Mata", with a long horizontal flourish extending to the right.

CHAPTER 17.410 – TELECOMMUNICATIONS

ARTICLE I. – TOWERS AND ANTENNAS

DIVISION 1 – GENERALLY

17.410.010. – Purpose.

The purpose of this Chapter is to establish guidelines for the siting of all wireless, cellular, television, and radio telecommunications towers and antennas. The goals of this Chapter include the following.

1. To encourage the location of towers in nonresidential areas;
2. To minimize the total number of towers within the community necessary to provide adequate personal wireless communications services to residents of the county;
3. To encourage the joint use of new and existing tower sites among service providers;
4. To locate telecommunications towers and antennas in areas where adverse impacts on the community are minimized;
5. To encourage design and construction of towers and antennas to minimize adverse visual impacts; and
6. To enhance the ability of the telecommunications service providers to deliver such services to the community effectively and efficiently.

Acknowledged

17.410.020. – Definitions.

(a) Except as specifically defined herein, all words used in this Chapter shall be as defined in The Latest Illustrated Book of Development Definitions (2007, Rutgers). Words not defined herein or in the above-referenced text shall be construed to have the meaning given by common and ordinary usage and shall be interpreted within the context of the sentence, section, and article in which they occur.

(b) For the purpose of this Chapter, certain words or terms used herein shall be defined as follows.

1. The term “erected” includes the terms “constructed,” “located,” and/or “relocated.”
2. The term “map” or “zoning map” means the official zoning map of the county.
3. The term “parcel” includes the terms “plot” and/or “lot.”
4. The terms “used” or “occupied” include the words “intended, arranged, or designed to be used or occupied.”

(c) Definitions. The following words, terms, and phrases, when used in this Chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning: *Alternative tower structure* means clock towers, bell towers, church steeples, light/power poles, electric transmission towers, manmade trees (without accessory buildings/structures), and similar natural or manmade alternative-design mounting structures that camouflage or conceal the presence of antennas or towers.

Antenna means any exterior apparatus designed for wireless telecommunication, radio, or television communications through the sending and/or receiving of electromagnetic waves.

Co-location means the placement of the antennas of two or more service providers upon a single tower or alternative tower structure.

Department means the county department of planning and development.

FAA means the Federal Aviation Administration.

FCC means the Federal Communications Commission.

Geographic antenna placement area means the general vicinity within which the placement of an antenna is necessary to meet the engineering requirements of an applicant's cellular network or other broadcasting need.

Governing authority means the Hall County Board of Commissioners.

Height means the distance measured from ground level of a tower or other structure to the highest point on the same tower structure or lightning rod or appurtenance attached to the tower, when the term is used to refer to a tower or other structure.

Pre-existing tower and/or antenna(s) means structures as set forth in subsection 17.410.030 (d).

Public officer means the director of the county department of planning and development when used in reference to the procedures and legal remedies found in O.C.G.A. §§ 41-2-7 to 41-2-17.

Scenic views means those geographic areas containing visually significant or unique natural features, as indicated on the county's comprehensive plan or other official county documentation.

Tower means any structure that is designed and constructed primarily for the purpose of supporting one or more antennas, including self-supporting lattice towers, guy towers, or monopole towers. The term "tower" includes radio and television transmission towers, microwave towers, common-carrier towers, cellular telecommunication towers, manmade trees (with accessory buildings/structures), and other similar structures.

Visual quality means the appropriate design, arrangement, and location of tower structures in relation to the built or natural environment to avoid abrupt or severe differences.

Acknowledged.

17.410.030. – Application of chapter.

(a) *District height limitations.* Except as set forth in subsection (c) of this section, the requirements of this chapter shall govern the location of telecommunications towers that exceed, and antennas that are installed at a height in excess of, 50 feet.

(b) *Governmental exemption.* The provisions of this chapter shall not apply to governmental facilities and structures, including those of Hall County, Georgia.

(c) *Amateur radio; receive-only antennas.* This chapter shall not govern any tower, or the installation of any antenna, which is 75 feet or less in height and is owned and operated by a federally-licensed amateur radio station operator from the operator's residence, or which is 75 feet or less in height and is used exclusively as a receive-only antenna.

(d) *Pre-existing towers and antennas.* Any tower or antenna for which a permit has been properly issued prior to the effective date of the ordinance from which this chapter is derived shall not be required to meet the provisions of this chapter, other than the requirements of sections 17.410.160 and 17.410.170. Any such towers or antennas shall be referred to in this chapter as "pre-existing towers" or "pre-existing antennas."

(e) *Additional antennas.* If an additional antenna is co-located upon a pre-existing tower after adoption of this chapter, then fencing and landscaping requirements of sections 17.410.130 and 17.410.140 shall be met as part of the permitting process.

Verizon Acknowledges that the tower design exceeds the maximum allowable height and a variance is being requested.

17.410.040. – Removal of abandoned towers and antennas.

(a) Any tower or antenna that is not operated for a continuous period exceeding six months shall be considered abandoned, and the owner of any such antenna or tower shall remove the structure within 60 days of receipt of notice from the department that the tower or antenna is considered by the county to be abandoned.

(b) If, after receipt of notice of abandonment from the department, the owner of a tower or antenna

does not remove the abandoned tower or antenna within 60 days, the governing authority may, in the manner provided by O.C.G.A. §§ 41-2-7 to 41-2-17, remove such antenna or tower at the owner's expense. If there are two or more users of a single abandoned tower or antenna, then notice shall not be sent by the department until all users cease to utilize the tower or antenna.

(c) Prior to the issuance of a permit for the construction of a tower or antenna, the owner of the tower or antenna facility shall procure a bond or a letter of credit from a surety doing business in the State of Georgia with an office located in Hall County, Georgia, in an amount not less than \$25,000.00 conditioned upon the removal of the tower and/or antenna, should it be deemed abandoned under the provisions set forth in this section. Such bond or letter of credit must be renewed at least every two years during the life of the tower or antenna, and the failure to renew a bond or letter of credit shall be grounds for revocation of the tower or antenna permit.

Acknowledged

17.410.050. – Legal status provisions.

Whenever the regulations of this chapter require a greater width, depth, or size of yard or impose other more restrictive standards than are required in or under any other statute or covenants, the requirements of this chapter shall govern. Whenever the provisions of any other statute or covenants require more restrictive standards than those of this chapter, the provisions of such statutes or covenants shall govern.

Acknowledged

17.410.060. – Annual registration of telecommunications towers.

(a) On or before May 1 of each calendar year, the owner of any telecommunications tower shall register such tower with the director of the county department of planning and development on a form (or via electronic means) prescribed by the department. The initial annual registration shall identify such telecommunications tower by tax parcel number, physical street address, and/or GIS coordinates, and shall describe all structures and equipment on site associated with such telecommunications tower. Annually thereafter, each subsequent registration shall identify any transfer of ownership or such tower, and/or any modifications to such tower which occurred during the preceding calendar year.

(b) For all telecommunications towers which were constructed more than ten years prior to the submittal of the annual registration, at least once every three years the owner of such tower shall submit certification to the director that such tower was inspected and that a registered professional engineer has determined that no signs of defect, disrepair, or other hazardous condition exist.

(c) Any telecommunications tower owner which owns more than 20 towers that are subject to subsection (b) of this section shall be deemed to be in compliance with its requirements so long as all of such tower owner's towers which are more than ten years old are inspected within three years of the first deadline for registration under this section.

(d) The annual registration fee for each telecommunications tower shall be \$100.00 for the first registration year and \$50.00 per tower per year thereafter.

Verizon will comply

DIVISION 2 – GENERAL PROVISIONS

17.410.070. – Principal or accessory use.

A tower and/or antenna is considered a principal use if located on any lot or parcel of land as the sole or primary structure, and is considered an accessory use if located on a lot or parcel shared with a

different existing primary use or existing structure. An existing use or structure on the same lot or parcel shall not preclude the installation of an antenna or tower. For purposes of determining whether the installation of a tower or antenna complies with zoning district requirements, including, but not limited to, setback, buffer, and other requirements, the dimensions of the entire lot or parcel shall control, even though the antenna or tower may be located on a leased area within such lot or parcel. Towers that are constructed, and antennas that are installed, in accordance with the provisions of this chapter shall not be deemed to constitute the expansion of a nonconforming use or structure.

Acknowledged and would be considered Accessory use.

17.410.080. – Inventory of existing sites.

(a) The county's department of planning and development shall maintain an inventory of all towers or alternative tower structures, active and inactive, which are present in the county. This inventory shall include specific information about the location (latitude and longitude coordinates), height, design, tower type, and general suitability for antenna co-location of each tower, and other pertinent information as may be decided by the department.

(b) To facilitate the co-location of antennas, each applicant seeking to locate a new tower, alternative tower structure, or antenna, or modify any such existing structure, shall provide to the department an affidavit setting forth an inventory of its existing towers or alternative tower structures as provided for below. The applicant shall specifically identify its towers or alternative structures, active or inactive, which are present in the county. Applicants seeking to erect an amateur radio tower or antenna shall be exempt from this provision.

(c) The applicant's affidavit shall include all of its structures that are within the jurisdiction of the governing authority; within a municipality located in whole or in part within the county; or within one mile of the border of the county, and shall include specific information about the location (latitude and longitude coordinates), height, design, tower type, and general suitability for antenna co-location of each such tower, and other pertinent information as may be required by the department. The department may share such information with other applicants for a tall structure permit under this chapter or other organizations seeking to locate towers or antennas within the jurisdiction of the governing authority, provided however that the department shall not, by sharing such information, in any way be deemed to have represented or warranted that such sites are available or suitable.

(d) An application for a tall structure permit shall not be considered complete without this affidavit of inventory.

Map of surrounding existing Verizon facilities and a list of all Verizon facilities has been provided with this application. No existing tower or facility exists within the desired coverage range as demonstrated by the included RF (Radio Frequency) maps.

17.410.090. – Co-location; design requirements.

In addition to all applicable building and safety codes, all towers, except amateur radio towers, shall be designed to accommodate the co-location of cellular telecommunication antennas according to the following criteria:

1. For towers up to 125 feet in height, the structure and fenced compound shall be designed to accommodate at least two providers; and
2. For towers greater than 125 feet in height, the structure and fenced compound shall be designed to accommodate at least four providers.

Tower is designed to meet colocation requirements as shown on the provided construction drawings. Tower is 255' Tall and designed for 5 carriers (providers) total. (see site plans page C-2 for ground space

colocation layout and page C-13 for tower colocation space.)

17.410.100. – Co-location; availability of suitable existing structures.

- (a) No new tower, except amateur radio towers, shall be permitted unless the applicant demonstrates to the satisfaction of the department and board of commissioners that no existing tower or existing alternative tower structure can accommodate the applicant's proposed antenna. All evidence submitted shall be signed and sealed by appropriate licensed professionals or qualified industry experts and shall consist of more than mere conclusory statements that no existing tower is suitable. Evidence submitted to demonstrate that no existing tower or structure can accommodate the proposed antenna shall consist of one or more of the following:
1. That no existing towers or suitable alternative tower structures are located within the geographic antenna placement area required to meet the applicant's engineering requirements.
 2. That existing towers or structures do not have sufficient structural strength to support the applicant's antenna and related equipment.
 3. That the applicant's proposed antenna(s) would cause electromagnetic interference with the antenna(s) on the existing towers or structures, or the antenna(s) on the existing towers or structures would cause interference with the applicant's proposed antenna(s).
 4. That the cost or contractual provisions required by the tower owner to share an existing tower or structure or to adapt an existing tower or structure for sharing are unreasonable. Costs exceeding new tower development are presumed to be unreasonable.
 5. That the applicant adequately demonstrates that there are other limiting factors that render existing towers and structures unsuitable.
- (b) For each of the above, the applicant must submit an affidavit listing the existing towers which were considered, and ultimately rejected, by the applicant and provide a detailed explanation of why the existing towers are not useable.

No colocation options are available within the area. (Nearest tower is 3.6 miles away located at 3177 Suggs Rd, Pendergrass, GA)

17.410.110. – Aesthetics.

The guidelines set forth in this section shall govern the design and construction of all towers, and the installation of all antennas governed by this chapter.

1. Towers and/or antennas shall either maintain a galvanized steel or concrete finish, or, subject to any applicable standards of the FAA, be painted a neutral color so as to reduce visual obtrusiveness.
2. At all tower sites, the design of all buildings and related structures shall use materials, colors, textures, screening, and landscaping that will blend the tower facilities to the natural setting and building environment.
3. For antennas installed on a structure other than a tower, the antenna and supporting electrical and mechanical ground equipment shall be a neutral color so as to make the antenna and related equipment visually unobtrusive.
4. Towers shall not be artificially lighted, unless required by the FAA or other applicable authority. If lighting is required, the governing authority may review the available lighting alternatives and approve the design that would cause the least disturbance to the surrounding views. In the event that a tower requires lighting by virtue of its height, the county may require the construction of the tower at a lower height in order to avoid lighting requirements.
5. No signage or other identifying markings of a commercial nature shall be permitted upon

any tower or alternative tower structure within the county.

Verizon will comply. FAA will require lighting on any tower over 200'. Tower light locations are noted on page C-13 of the site plan. The FCC will require signs be posted on the fence gate of the compound. Sign details can be found on page C-11 of the site plans.

17.410.120. – Setbacks and separation.

The following setbacks and separation requirements shall apply to all towers:

1. Towers shall be set back a distance equal to one-half of the height of the tower, from its base, to any public way or property line of the lot or parcel containing the tower. All towers in residentially-zoned areas in excess of 50 feet shall be set back a distance equal to the full height of the tower from any adjoining off-site residential structure.
2. Guy-wires and accessory buildings and facilities shall meet the minimum accessory use location and setback requirements.
3. In zoning districts other than S-S, H-B, I-I, and I-II, or county-owned property, towers over 100 feet in height shall not be located closer than 1,500 feet from any existing tower that is over 100 feet in height. This requirement shall not apply to amateur radio towers.

Acknowledged. The location of the tower meets all requirements. The setback from the northerly property line is 530-feet; 959-feet from the easterly property line; 561-feet from the southerly property line; and over 2,000-feet from the westerly property line. See page C-0 for detail.

17.410.130. – Security fencing/anti-climbing devices.

- (a) All towers and supporting equipment shall be enclosed by fencing not less than six feet in height and shall also be equipped with appropriate anti-climbing devices. Fencing shall be of chain link, work, or other approved alternative.
- (b) Amateur radio towers and antennas, or receive-only antennas, shall not be subject to the provisions of this section unless compliance is required by the board of commissioners through the tall structure permit process.

Verizon will comply. See Site Plans Page C-7 for fencing detail.

17.410.140. – Landscaping.

The following requirements shall govern landscaping surrounding (and in the general vicinity of) all towers:

1. Where adequate vegetation is not present, tower facilities shall be landscaped with a strip of plant materials which effectively screens the view of the tower, accessory buildings and equipment, and the tower compound generally. Landscaped strips of plant material shall be a minimum of ten feet in width and located outside the fenced perimeter of the tower compound. Landscaped strips of plant material shall satisfy the minimum design and planting requirements for landscaped buffers established in the county's tree protection ordinance and other applicable ordinances relating to buffers.
2. Existing mature tree growth and natural land forms on the site shall be preserved to the maximum extent possible. Where natural vegetation around the perimeter of the site would provide an adequate visual screen, an undisturbed buffer may be utilized.
3. Amateur radio towers and antennas, or receive-only antennas, shall not be subject to the

provisions of this section unless compliance is required by the board of commissioners through the tall structure permit process.

Verizon will comply. A 5' landscaping buffer detail and planting list is shown on page L-1 of the site plans. Existing vegetation will be used as a screen on the west side while the remaining sides will be screened by a planted buffer.

17.410.150. – Review of tower and antenna erection.

If, upon receipt of an application for the erection of any tower or alternative tower structure governed by this chapter, the department deems that the proposed structure may interfere with the use of the airway of the county by the public or interfere with the operation of existing or proposed airport facilities, a copy of the application shall be submitted by the department for review to the appropriate governmental or aviation authority.

Verizon will comply.

17.410.160. – Federal requirements.

All towers must meet or exceed current standards and regulation of the FAA, FCC, and any other agency of the federal government with the authority to regulate towers and antennas. If such standards and regulations are changed, the owners of the towers and antennas governed by this chapter shall bring such towers and antennas into compliance with any such revised standards and regulations within six months of the effective date of such standards and regulations unless a more or less stringent compliance schedule is mandated by the controlling federal agency. Failure to bring towers and antennas into compliance with such revised standards and regulations shall constitute grounds for the removal of the tower or antenna at the owner's expense. Any such removal by the governing authority shall be in the manner provided by O.C.G.A. §§ 41-2-7 through 41-2-17.

Verizon will comply. Setbacks are met, as demonstrated on Site Plan, Page C-0

17.410.170. – Building codes; safety standards.

To ensure the structural integrity of towers, the tower's or alternative tower structure's owner, permittee, or subsequent lessee shall ensure that it is maintained in compliance with standards contained in applicable local building codes and the applicable standards for towers that are published by the Electronic Industries Association, as amended. If, upon inspection, the department concludes that a tower fails to comply with all applicable codes and standards, or constitutes a danger to persons or property, then upon receipt of written notice to the owner, permittee, or lessee of the tower, said party shall have 15 days to bring the tower into compliance with such standards. If the owner, permittee, or lessee fails to bring the tower into compliance within the 15-day period, the governing authority may remove the tower at the expense of the owner, permittee, or lessee. Prior to the removal of any tower, the department may consider detailed plans submitted by the owner, permittee, or subsequent lessee for repair of substandard towers, and may grant a reasonable extension of the above-referenced compliance period. Any such removal by the governing authority shall be in the manner provided in O.C.G.A. §§ 41-2-7 through 41-2-17.

Verizon will comply. Upon approval of this conditional use permit, Verizon will proceed with the tower and foundation design report which will include a geotechnical report of the soils for the foundation. The tower will be designed to meet or exceed the standards of the Telecommunications industry Association

(TIA) as expressed in TIA-222-H Standards. Furthermore, the tower will be designed to meet or exceed any local, state, or federal requirement. The height and design of the tower is shown on sheet C13 of the drawings submitted as a part of this application. A self-supporting tower was selected due to the necessary height of an antenna center line of 250-feet. The structure will be 255-feet with a ten-foot lightning rod at the top for an overall height of 265- feet.

17.410.180. – Change of ownership notification.

Upon transfer of ownership of any tower, alternative tower structure, or lot upon which such a structure has been erected, the tower permittee shall notify the department of the transaction in writing within 30 days of the effective date of the transaction.

Verizon will comply.

DIVISION 3 – PERMITTED USES

17.410.190. – Generally.

The uses listed in this division are deemed to be permitted uses and shall not require administrative review or approval of a tall structure permit. However, all such uses shall comply with requirements set forth in division 2 of this article and all other applicable codes and ordinances.

Acknowledged.

17.410.200. – Co-location of antennas required.

Applicants for the erection of a tower or placement of an antenna shall be required to co-locate upon an existing tower or alternative tower structure. An exception to co-location shall only be made if the applicant adequately demonstrates that an existing tower suitable for co-location does not exist in the geographic antenna placement area utilizing the tower inventory maintained by the department, and that no suitable alternative tower structure is available as set forth in section 17.410.100.

Verizon has made an extensive search of the area and has found no existing towers.

17.410.210. – Uses.

- (a) If it is adequately demonstrated that antenna co-location, as required by section 17.410.200, is not possible for a given geographic antenna placement area, the following uses are permitted uses.
1. Constructing a new tower, including the placement of a service building or other supporting equipment used in connection with said tower or antenna, in the following zoning districts provided, however, that all structures shall meet the setback, screening, and buffer requirements contained herein, and shall be located a minimum distance of two times the height of the tower from any residentially-zoned property:
 - A. S-S (Suburban Shopping District);
 - B. H-B (Highway Business District);
 - C. I-I (Industrial District);
 - D. I-II (Heavy Industrial District).
 2. Installation of an antenna on an existing structure other than a tower (such as a building, sign, light pole, water tower, or other freestanding nonresidential structure) that is 50 feet in height or greater, if the additional antenna height adds no more than 20 feet to the height of the existing structure, subject to the zoning district restrictions of subsection (1) of this section in the following zoning districts:
 - A. S-S (Suburban Shopping District);
 - B. H-B (Highway Business District);
 - C. I-I (Industrial District);
 - D. I-II (Heavy Industrial District);
 - E. POD (Planned Office District);
 - F. PCD (Planned Commercial District);
 - G. PID (Planned Industrial District).
- (b) If it is adequately demonstrated that antenna co-location, as required by section 17.410.200, is not possible for a given geographic antenna placement area, the following uses are permitted subject to approval by the county's board of commissioners per the provisions of section 17.380 et seq. of the Hall County Code of Ordinances.
1. Constructing a new tower, including the placement of a service building or other supporting equipment used in connection with said tower or antenna, in the following zoning districts provided, however, that all structures shall meet the setback, screening, and buffer requirements contained herein, and shall be located a minimum distance of two times the height of the tower from any residentially-zoned property:
 - A. AR-III (Agricultural Residential - III District);
 - B. AR-IV (Agricultural Residential – IV District).

Acknowledged.

17.410.220. – Public Notice/appeal.

- (a) At least ten days prior to the issuance of a building permit for the construction of a tower as a permitted use, the department of planning and development shall cause a sign to be posted on the property and the publication of public notice in a newspaper of general circulation within the territorial boundaries of the county. Said public notice shall state the nature of the application, street location of the proposal and height of the proposed structure.
- (b) If during the public notice period an objection to the building permit application is raised, the validity of the application and all pertinent documentation shall be determined by the county's planning commission. The objection shall be placed on the first available agenda of a regularly scheduled meeting following the expiration of the ten day appeal period. The planning commission shall dispense with the objection by either determining that the application is valid and meets all applicable criteria of this chapter, which shall result in the issuance of a building permit, or determining that the application is in error. Applications found to be in error must, as a result, be processed through the tall structure permit process set forth in division 5 of this article.

Verizon will comply.

17.410.230. – Appeal of administrative determination.

If a building permit application for a tower as a permitted use is determined by the department of planning and development to not meet all applicable criteria of this chapter, the building permit applicant may appeal the determination to the county's planning commission. The planning commission shall dispense with the objection by either:

1. Determining that the application is valid and meets all applicable criteria of this chapter, which shall result in the issuance of a building permit; or
2. Determining that the application does not satisfy all applicable criteria of this chapter. Applications that do not satisfy all applicable criteria must, as a result, be processed through the tall structure permit process set forth in division 5 of this article.

Acknowledged.

DIVISION 4 – ADMINISTRATIVE APPROVALS

17.410.240. – General.

- (a) The department may administratively approve the placement of additional antennas upon towers or alternative tower structures as set forth in section 17.410.260.
- (b) Each applicant requesting an administrative approval under this chapter shall submit a scaled site plan, scaled elevation view and supporting drawings, calculations, and other documentation, signed and sealed by appropriate licensed professionals, showing the location and dimensions of all improvements, including topography (utilizing minimum two-foot contour intervals), tower height requirements, setbacks, access driveways or easements, parking, fencing, landscaping, adjacent uses, and any other information deemed by the department to be necessary to assess compliance with this chapter and compatibility with surrounding uses.
- (c) Amateur radio antennas shall meet the requirements of the county's construction code. Certain documentation requirements of this section may be waived by the director for amateur radio antenna applications.

- (d) The department shall respond to each application within 30 days of its receipt by either approving or denying it. One 30-day extension of this review period may be exercised by the department if such additional time is deemed necessary to adequately assess the request. If the department fails to respond to the applicant within a maximum of 60 days, the application shall be deemed to be approved.
- (e) As part of any administrative approval, the department may administratively reduce setback requirements by up to ten percent to compensate for irregularly shaped lots or parcels.
- (f) If a request for administrative approval is denied, the applicant may appeal the decision to the county's planning commission. In such an instance, the planning commission may authorize such variances from the terms of the telecommunications tower and antenna ordinance as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the ordinance will, in an individual case, result in unnecessary hardship, so that the spirit of the ordinance shall be observed, public safety and welfare secured, and substantial justice done. Such variances may be granted in such individual cases of unnecessary hardship upon a finding by the planning commission that the denial of the variance presents a significant detriment to the telecommunications service provider making application, and that the denial of the variance is insubstantially related to the public welfare.

17.410.250. – Co-location of antennas required.

Applicants for the erection of an antenna, except for amateur radio operators, shall be required to co-locate upon an existing tower structure. An exception to co-location shall only be made if the applicant adequately demonstrates that an existing tower suitable for co-location does not exist in the geographic antenna placement area utilizing that tower inventory maintained by the department, and that no suitable alternative tower structure is available as set forth in section 17.410.100. The applicant must present an affidavit that lists the available existing towers and reasons why co-location on those towers is not possible.

No colocation options are available within the area. (Nearest tower is 3.6 miles away located at 3177 Suggs Rd, Pendergrass, GA)

17.410.260. – Uses allowed by administrative approval.

The following uses may be approved by the department after conducting an administrative review.

1. Installation of an antenna on any alternative tower structure, and further including the placement of additional structures or other supporting equipment used in connection with said antenna, provided that any such addition does not add more than 20 feet to the height of the existing structure;
2. Installation of an antenna on an existing tower of any height, including a pre-existing tower, and further including the placement of additional buildings or other supporting equipment used in connection with said antenna, provided that any such addition does not add more than 20 feet to the height of the existing tower.

DIVISION 5 – TALL STRUCTURE PERMIT REQUIRED

17.410.270. – Generally.

- (a) If the proposed location, height, setback, or other aspect of a tower or antenna cannot comply with the minimum requirements established in division 3 or division 4 of this article, then a

tall structure permit shall be required for the construction of a tower or the placement of an antenna in any zoning district.

(b) The following provisions shall also govern the issuance of tall structure permits for telecommunications and personal wireless service towers and antennas:

1. In granting a tall structure permit, the board of commissioners may impose conditions to the extent that the board concludes such conditions are necessary to minimize adverse effects from the proposed tower on adjoining or nearby properties, including limiting the height of proposed towers located in or near residential areas. In no event shall a new tower exceeding 100 feet in height be placed on residentially-zoned property, nor shall a new tower exceeding 195 feet in height be placed on property with any zoning classification.
2. All information of an engineering nature that the applicant submits, whether civil, mechanical, or electrical, shall be certified by a licensed professional engineer or qualified industry expert.
3. Amateur radio antennas shall meet the requirements of all applicable county codes.

Verizon Acknowledges that the tower design exceeds the maximum allowable height and a variance is being requested.

17.410.280. – Application; contents; fee.

All applications for tall structure permits shall be submitted to the department of planning and development. Each application shall contain as a part thereof detailed plans and specifications as set forth in section 17.410.290. An application for a tall structure permit shall not be accepted for processing without the information required in this chapter. An application fee shall be charged by the department for each such application consistent with applicable law in an amount calculated to reimburse the County for the cost of processing and administering the tall structure application.

Verizon will comply.

17.410.290. – Exhibits required.

Each applicant requesting a tall structure permit under this chapter shall submit a scaled site plan, scaled elevation view, and supporting drawings, calculations, and other documentation signed and sealed by appropriate licensed professionals or qualified industry experts, showing the location and dimensions of all improvements, including topography (utilizing minimum two-foot contour intervals), tower height requirements, setbacks, access driveways or easements, parking, fencing, landscaping, adjacent uses, affidavit of inventory as set forth in section 17.410.080, and any other information deemed by the department to be necessary to assess compliance with this chapter and compatibility with surrounding uses.

Verizon will comply.

17.410.300. – Review of application by radio-frequency engineer.

(a) Within five business days of accepting a tall structure permit application, the department of planning and development shall refer that tall structure permit application to a radio-frequency engineer for review and recommendation. Within 30 business days after receiving the tall structure permit application for review, the radio-frequency engineer shall submit a detailed report and findings regarding the application to the department of planning and development, including, but not limited to, the need

for the tower in the proposed location, whether or not the height of the tower should be lower than the height requested by the applicant, and possible alternatives for the location of the tower. These findings shall be submitted to the county's board of commissioners and the applicant for review within ten business days of receipt by the department of planning and development, along with any staff report or recommendations prepared by the department of planning and development for the board of commissioners' consideration.

(b) The applicant shall have ten business days after receiving the findings of the radio-frequency engineer and staff report to withdraw the tall structure permit application without prejudice. If the application is not withdrawn by the applicant within such time period, it shall be placed on the next available agenda for a public hearing by the board of commissioners, consistent with the notice requirements of section 17.410.320.

Acknowledged. Verizon will comply.

17.410.310. – Co-location of antennas required.

Applicants for the erection of a tower or antenna, except amateur radio operators, shall be required to co-locate upon an existing tower structure. An exception to co-location shall only be made if the applicant adequately demonstrates that an existing tower suitable for co-location does not exist in the geographic antenna placement area utilizing the tower inventory maintained by the department, and that no suitable alternative tower structure is available as set forth in section 17.410.100. An applicant must provide a detailed affidavit listing all towers within one mile of the proposed tower and explain why it cannot co-locate on each of the existing towers.

Acknowledged. No existing collocation options available.

17.410.320. – Public hearing.

Before taking action upon the proposed tall structure permit, the board of commissioners shall hold a public hearing on the matter. At least 30 days prior to the date of the public hearing, the following notice requirements shall be met by the applicant:

1. A sign shall be erected, in a conspicuous location, on or adjacent to each road frontage of the property under consideration. The sign shall state the time, place, location, and purpose of the public hearing.
2. A letter shall be sent by regular mail to all property owners of record of abutting parcels, and all residentially-zoned parcels lying in whole or in part within a distance of 1,000 feet of the subject property, giving notice of the public hearing. Owners of record shall be as indicated by the county tax commissioner's records. The letter shall state the same information as required for the sign, referenced in subsection (1) of this section.

Acknowledged. Verizon will comply.

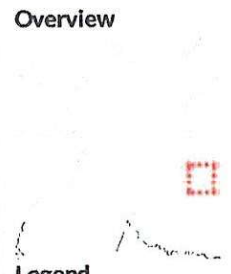
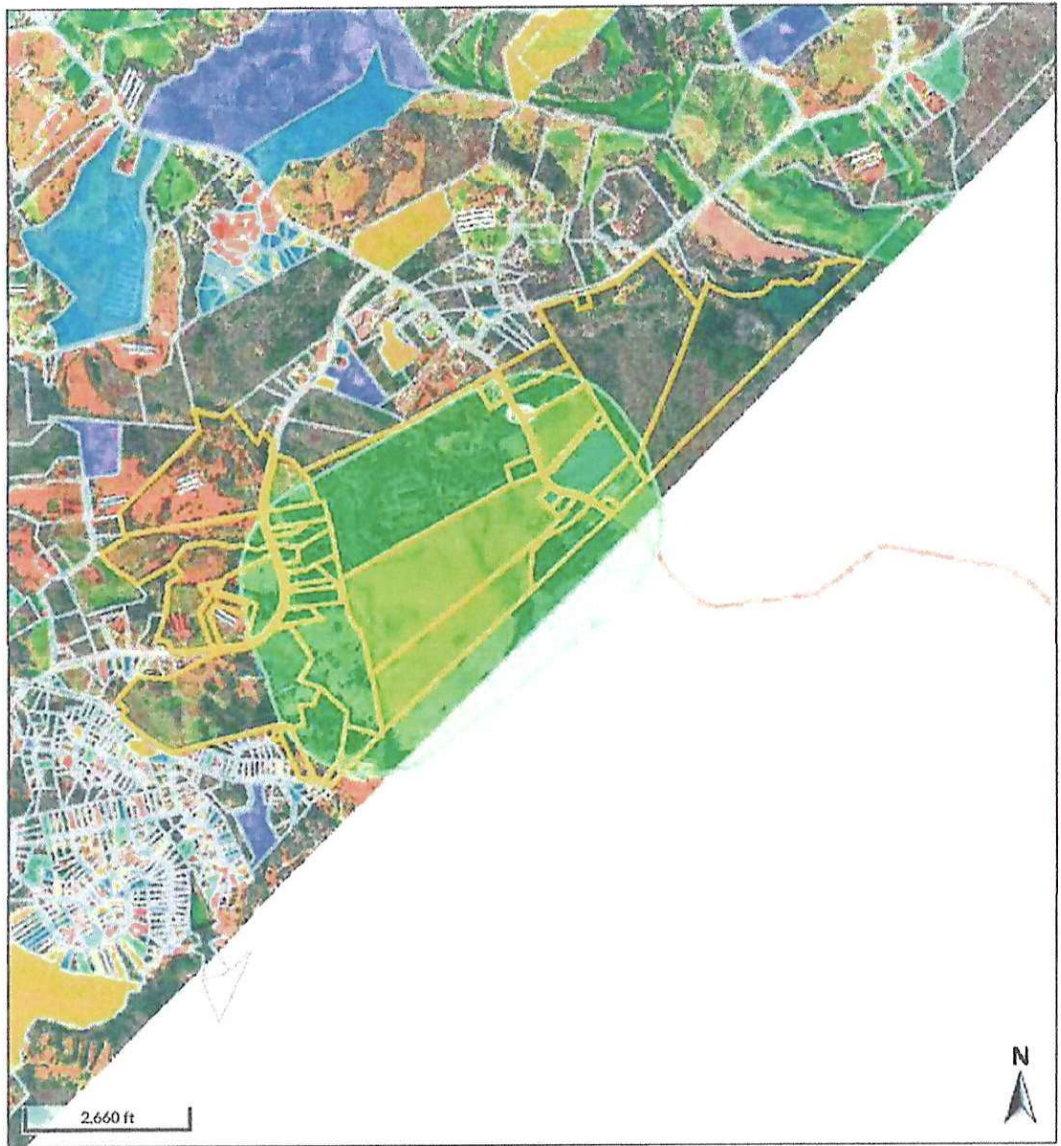
17.410.330. – Considerations in approval or denial of a tall structure permit.

Any denial of a request to place, construct, or modify a telecommunications facility shall be in writing and supported by substantial evidence contained in a resolution signed by the chairman of the county's board of commissioners. The governing authority shall consider, but is not limited to, the following factors in acting upon a tall structure permit application under the provisions of this chapter:

1. The height and setbacks of the proposed tower;
2. The proximity of the tower to residential structures and residential district boundaries;
3. The nature of uses, as well as the height of existing structures, on adjacent and nearby

- properties;
4. The surrounding topography;
 5. The surrounding tree coverage and foliage;
 6. The design of the tower, with particular reference to design characteristics that have the effect of reducing or eliminating visual obtrusiveness;
 7. The proposed ingress and egress to the tower area;
 8. The availability of suitable existing towers or other structures for antenna co-location;
 9. The impact of the proposed tower upon scenic views and the visual quality of the surrounding area;
 10. The evidence submitted regarding the need for the tower in the area, including, but not limited to, propagation maps and other similar materials;
 11. The portion of the tower that will be visible from adjacent and nearby residential properties;
 12. The number of required trips to the tower site on a monthly basis;
 13. The tower's effect on property values of adjacent and nearby residential properties;
 14. The ratio of the height of the proposed tower to the height of the tallest adjacent and nearby residential structure;
 15. Safety concerns associated with the proposed tower or antenna;
 16. The tower's effect upon potential purchasers of adjacent and nearby residentially-zoned property; and
 17. The coverage or lack of coverage experienced by cell phone users in the area of the proposed tower.

Acknowledged.



Legend

- Parcels
- Qualified Sales**
 - 2016
 - 2017
 - 2018
 - 2019
 - 2020
- Roads**
- Cities**
 - BRASELTON
 - BUFORD
 - CLERMONT
 - FLOWERY BRANC
 - GAINESVILLE
 - GILLSVILLE
 - LULA
 - OAKWOOD
 - RESTHAVEN

Date created: 10/15/2021
Last Data Uploaded: 10/14/2021 10:05:44 PM

January 31, 2024

Hall County Board of Commissioners
Hall County Planning Commission
c/o Ms. Beth Garmon, Planning and Zoning Administrator
Hall County Planning & Development
2875 Browns Bridge Road
Gainesville, GA 30504

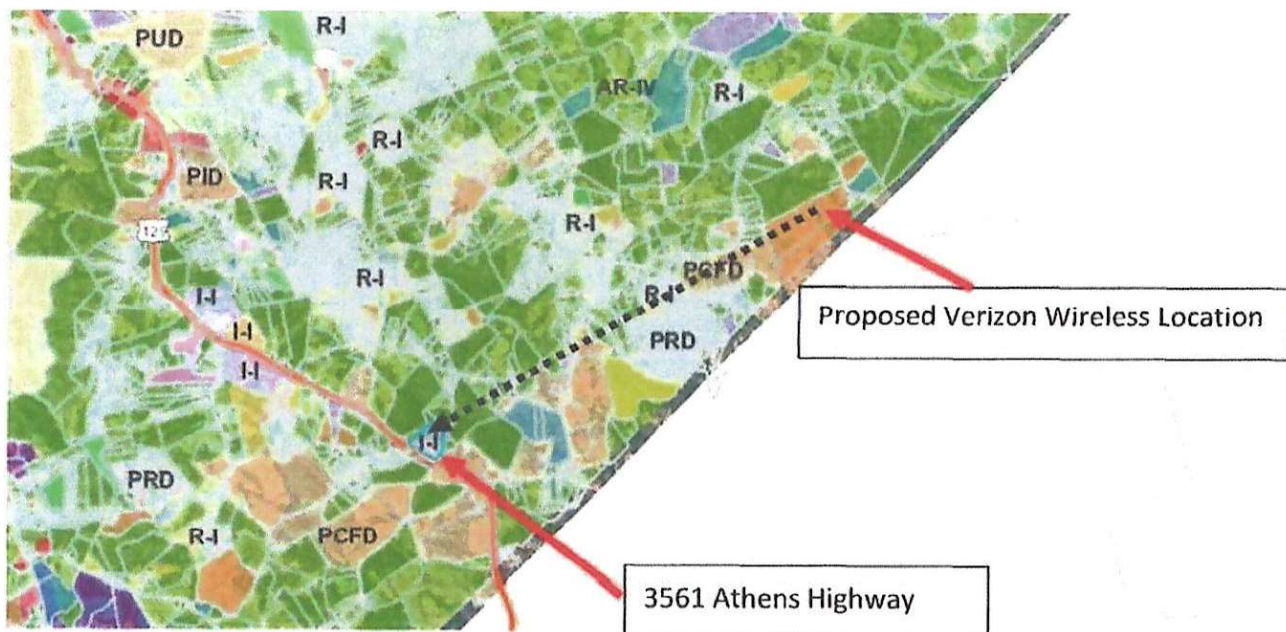
Re: Verizon Wireless Conditional Use Application and Variance Request for 265-foot Self-Supporting Tower
4410 Holly Springs Road, Gillsville, GA 30543

Dear Commission Members:

On behalf of Verizon Wireless and the property owner, Lazy L Land and Cattle Company, LLC, I respectfully submit this application for a Conditional Use Permit for a wireless facility to include a self-supporting telecommunications structure at an overall height of 265-feet, this includes the antennas at a level of 250-feet, the top of the structure will be 255-feet, and there will be a ten-foot lightning rod placed at the top. The subject property address is 4410 Holly Springs Road, Gillsville, GA 30543 and is tax parcel 15002 000061. Due to the required height needed for this structure, Verizon also requests approval of a variance to increase the height from 195-feet to 265-feet. The proposed facility includes a 100' X 100' lease area and will include a 30-foot-wide access and utility easement from Holly Springs Road. The subject property is currently used as a cow pasture.

In researching an area in which a wireless facility is needed, one of the first tasks is to review the jurisdictional ordinance as it relates to cell towers and the zoning maps. Properties that meet the ordinance requirements are vetted as potential candidates. This particular area of Hall County is primarily zoned AR-IV which allows cell towers, although structures are restricted to 195-feet. Nearby properties are primarily medium to large tracts with a mix of single-family and agricultural uses. There are also large tracts that are heavily wooded within the area. The closest non-residentially zoned parcel to the area in need is zoned I-I and is located 2.8 miles southwest at 3561 Athens Highway, see Zoning Map below.

Zoning Map





Additionally, there are no preferred location sites, as described in the County Ordinance, within the area. This includes co-location sites, publicly-used structures, industrial and commercial structures, and alternative structures. Although the proposed location is considered a disfavored location by the County Ordinance, the Ordinance does allow for a cell tower on AR-IV zoned property with approval of a Conditional Use. This site was selected because of owner interest and due to its size. Even at the requested height of 265-feet, the property can accommodate the required setbacks from property lines and residential structures. Additionally, the tower is placed toward the center of the 100.37 acre tract and will have a limited impact upon the area. This area does not include any preferred locations or more favorably zoned parcels, therefore, the property that is under consideration was selected. Additional details regarding this facility's compliance with the County Ordinance is included as Exhibit A – Response to Chapter 17.410 – Standards for Telecommunication Antennas and Towers of the Hall County Code of Ordinances.

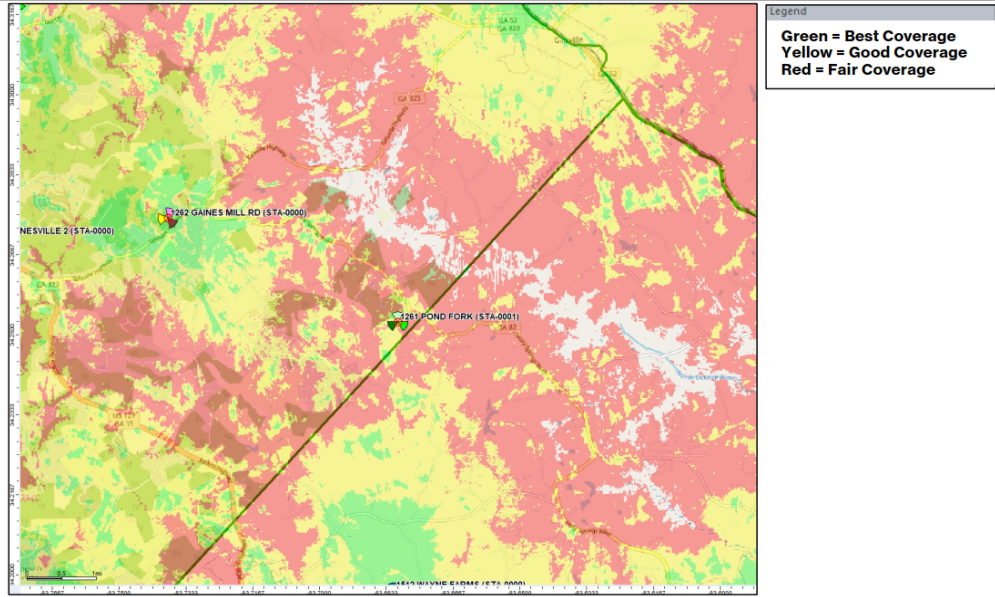
Verizon Wireless does make every reasonable effort to explore existing structures for co-location that are within the communities it is seeking to improve service. This includes existing towers and buildings with significant height to meet the needs for the placement of antennas to provide optimal coverage within an area. By co-locating on an existing tower or building, Verizon Wireless is able to shorten its timeframe to improve service and be more cost effective. The closest tower to the search area is approximately 3.6 miles northwest at 3177 Suggs Road, Pendergrass, GA 30567. Verizon is proposing to co-locate on this tower and it is noted as the Gaines Mill Road site in the RF documentation provided in Exhibit B.

The 100' X 100' lease area includes a 70' X 70' fenced in compound area which will be secured by six-foot fence with two feet of strained barbwire. The compound will be screened by five-foot landscape area to include Leland Cypress along the north, east, and south. There is no landscaping proposed along the west due to existing vegetation that effectively screens the compound from the west. The proposed 265-foot self-supporting structure will be located in the center of the compound with equipment cabinets located at its base.

Verizon Wireless makes every reasonable effort to explore existing structures for co-location that are within the communities it is seeking to improve service. This includes existing towers and buildings with significant height to meet the needs for the placement of antennas to provide optimal coverage within an area. By co-locating on an existing tower or building, Verizon Wireless is able to shorten its timeframe to improve service and be more cost effective. The closest tower to the search area is approximately 3.6 miles northwest at 3177 Suggs Road, Pendergrass, GA 30567. Verizon is proposing to co-locate on this tower and it is noted as Gaines Mill Road in RF documentation in Exhibit B.

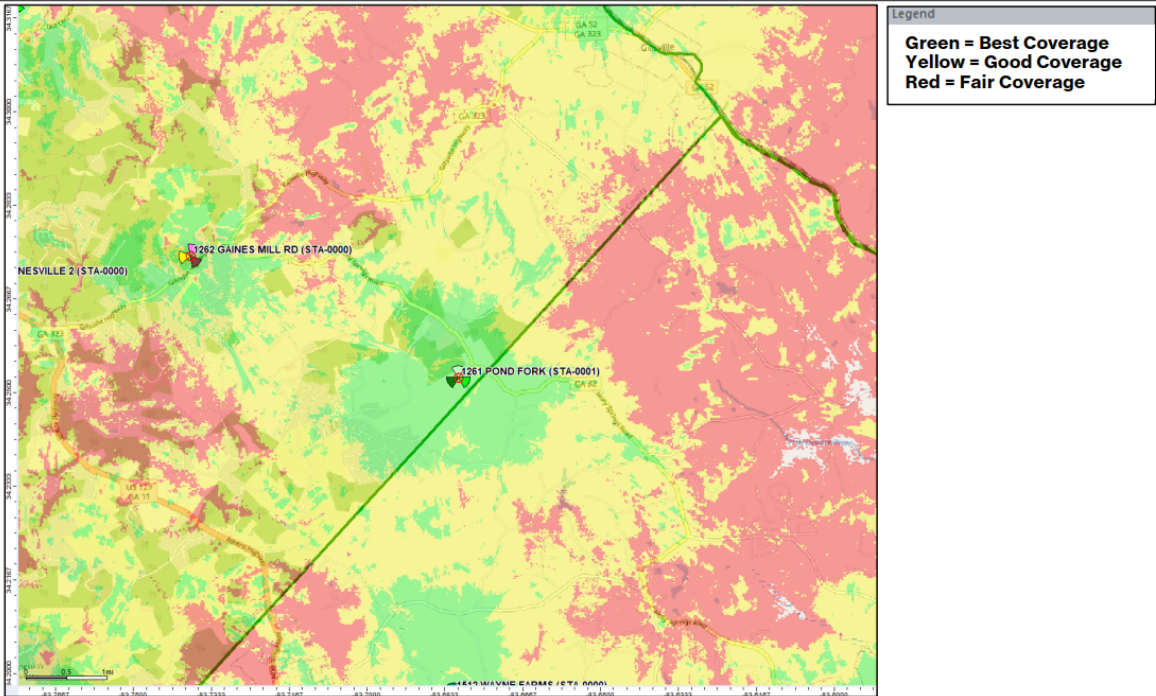
There is currently a significant gap in wireless coverage in eastern Hall County. This gap extends southwest of Gillsville to just north of Athens Highway (see propagation map A on following page). The service in this area is limited to outside service only or poor coverage. Therefore, wireless service in homes, business, schools, and vehicles is restricted. Residents and travelers using their cell phone or tablet for business, education, personal, or in the event of an emergency in this area, may have difficulties with reliable service. This gap is in between three existing sites and two proposed locations. Additional details regarding these sites can be found in Exhibit B – RF Propagation Maps for Pond Fork Site. In order to cover this large area, the subject property located on Holly Springs Road was selected. With the proposed site, wireless service in buildings and homes is greatly improved as is service in vehicles. Additionally, there is reduction in areas that are limited to outside only or areas of poor coverage (see propagation map B on following page).

Propagation Map A - Service Area & Coverage Objective



Verizon confidential and proprietary. Unauthorized disclosure, reproduction or other use prohibited.

Propagation Map B – Coverage with Proposed Site



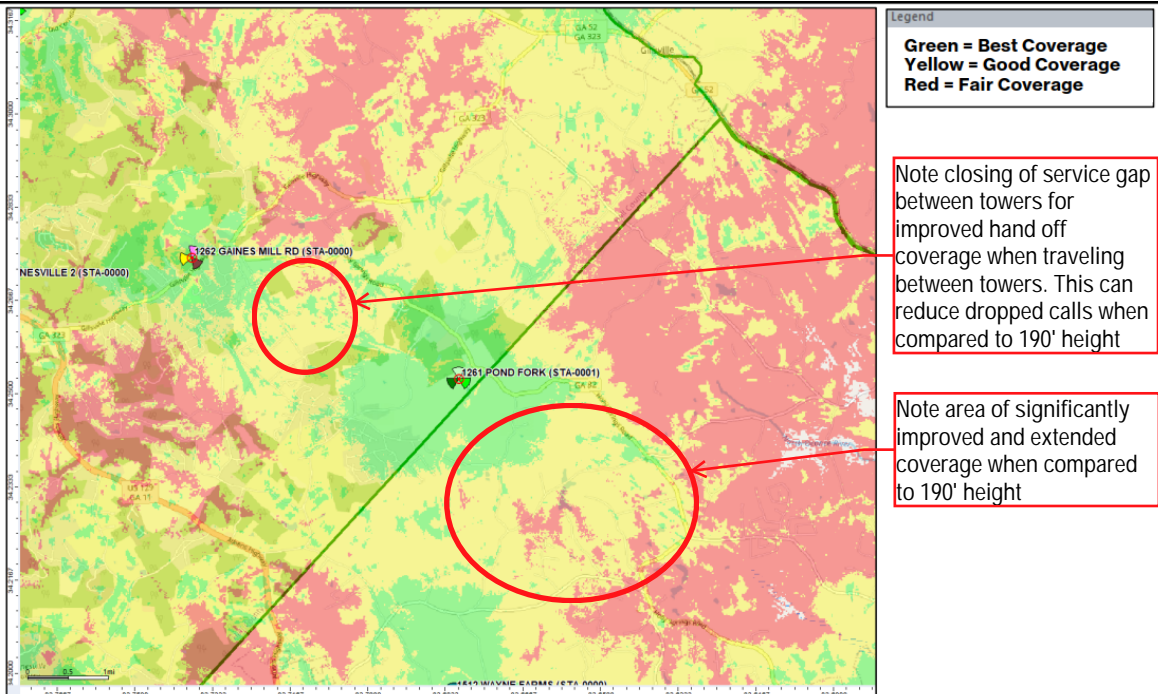
Verizon confidential and proprietary. Unauthorized disclosure, reproduction or other use prohibited.

The proposed tower will be designed, constructed, and operated in a safe manner, and in compliance with all applicable and permissible county, state, and federal codes, ordinances, regulations, and standards. The facility will meet all applicable Federal Communications Commission (FCC) requirements. Additionally, the 265-foot structure has been determined to have no hazard to air navigation by the Federal Aviation Administration (FAA), see Exhibit E.

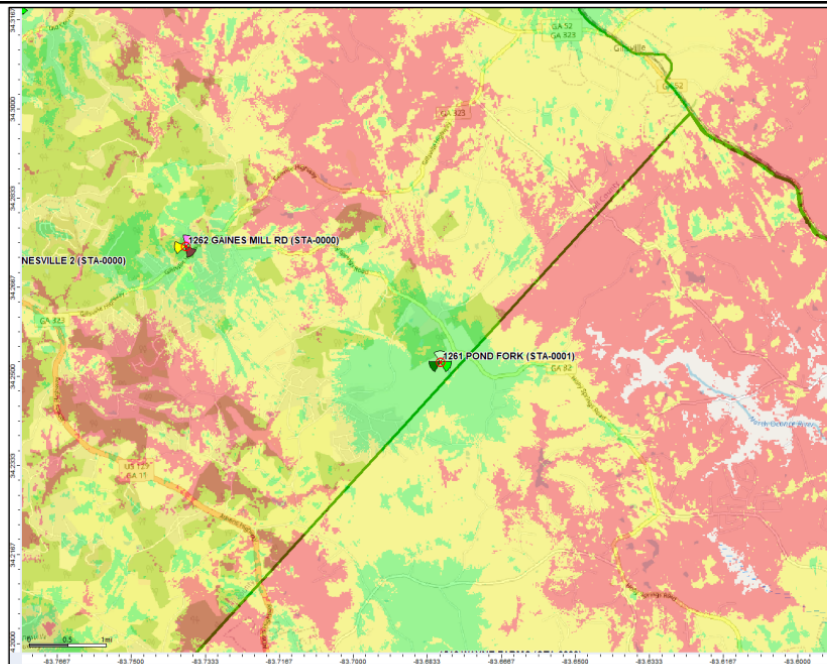
The approval of this Conditional Use application and the associated request to increase the height from 195-feet to 265-feet will allow Verizon Wireless to construct a wireless facility that will better serve residents and travelers in this rural area of eastern Hall County. These customers rely on seamless wireless service for their devices in their homes, places of businesses, and in their cars. They use these devices for personal, business, education, and in the event of an emergency on daily basis. As of June 2020, the National Center for Health Statistics of the Center for Disease Control (CDC) determined that 62.5% of U.S. households are now wireless only. This proposed facility is a part of the infrastructure that will meet the growing demand for reliable wireless service in Hall County.

The proposed height of 265-feet is the minimum height needed to properly fill the significant gap that exist and is documented in this application. Included with the RF documentation in Exhibit B and also below, are propagation maps detailing the level of service with antennas at 250-feet and at 190-feet, see propagation maps C and B below. These maps show the substantial difference in service at the two different levels. Areas that are currently experiencing on-street coverage (in red) are greatly reduced. Furthermore, the service levels received while driving in a car (in yellow) and in-building (in green) are greatly expanded. This is especially noticeable in the southern area of the area in need. This will improve the more populated areas along Harmony Church Road. At this height, the proposed tower meets setbacks from residential structures and property lines. Finally, the tower will be designed to accommodate four additional wireless providers. At this height, other carriers will be able to provide better service to its customers, if there is a need.

Propagation Map C – Antennas With Centerline of 250-feet



Propagation Map D – Antennas With Centerline of 190-foot



Legend
Green = Best Coverage
Yellow = Good Coverage
Red = Fair Coverage

There is significant deterioration in coverage when compared to the previous slide, especially along GA State Route 323, Holy Springs Rd, Bob Bryant Rd and Cobb Griffin Rd.

A centerline of 250' is the ideal height to place antennas to provide adequate coverage with in the desired service area.



Verizon confidential and proprietary. Unauthorized disclosure, reproduction or other use prohibited.

6

- Exhibit A – Response to Chapter 17.410 – Standards for Telecommunication Antennas and Towers of the Hall County Code of Ordinances
- Exhibit B – RF Engineer Statement of Need and Related Propagation Maps
- Exhibit C – Trileaf Correspondence with Georgia Historic Preservation Division
EDR NEPA Search – Historic Sites
- Exhibit D – Engineers Letter of Opinion of Tower Fall Zone by David Cousins, P.E., Kimley-Horn
- Exhibit E – FAA Determination of No Hazard to Air Navigation

With the exception of the requested height increase and structure type, the proposed wireless facility meets or exceeds all applicable codes in its design, construction, and operation. Therefore, on behalf of Verizon Wireless and the property owner, I respectfully request your approval of this application. If you should have any questions or comments, please feel free to contact me at 770-500-7072 or wbruce@pyramidns.com.

Wayne Bruce

Project Manager

Pyramid Network Services, LLC / for Verizon Wireless

POND FORK

Propagation Maps

Victor G Mata

RF Design Engineer

February 13th 2024

***Not for public distribution**



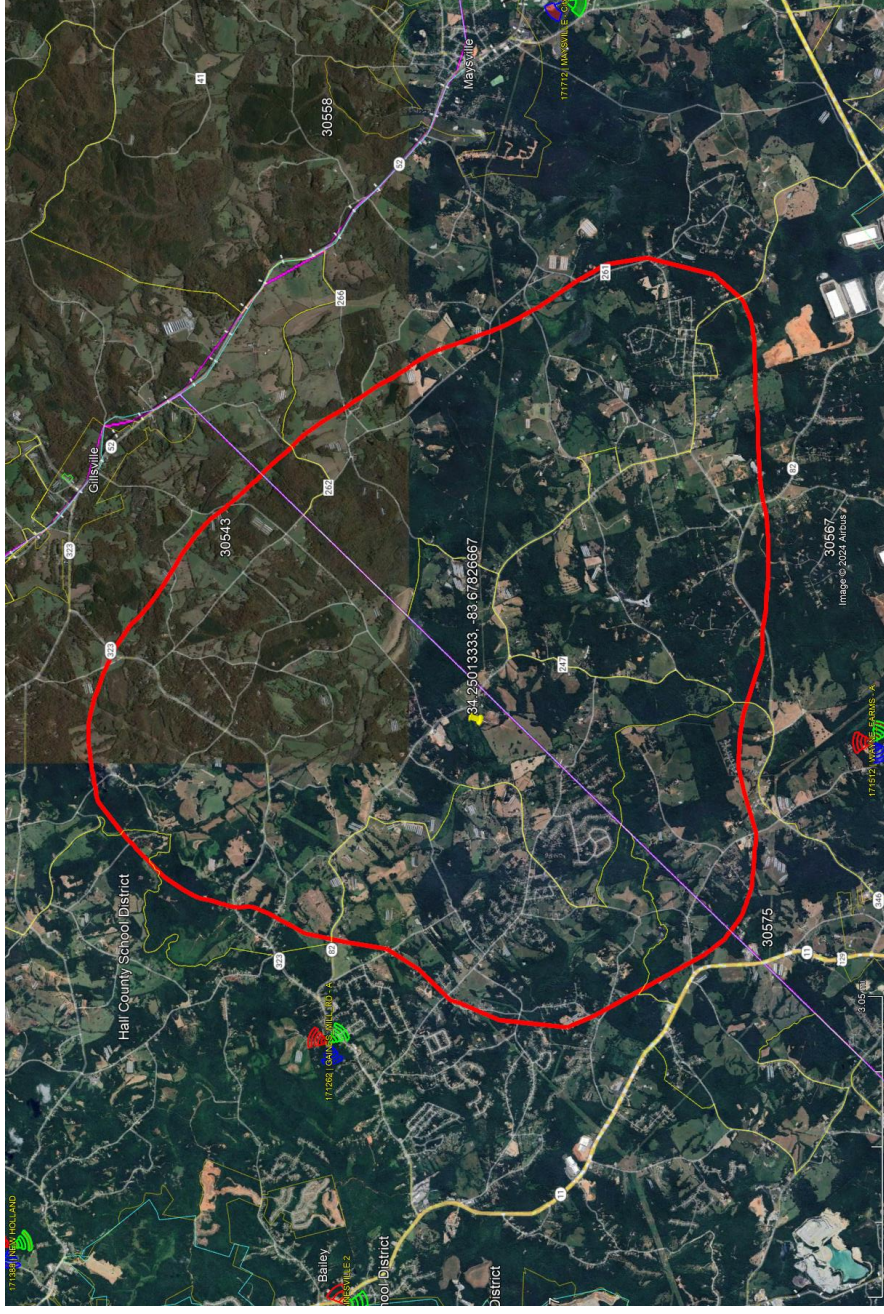
Search Area & Coverage Objective

VZ Proposed Location
34.2501333, -83.6782667

4410 Holly Springs Road,
Gillsville, GA 30543

Objective

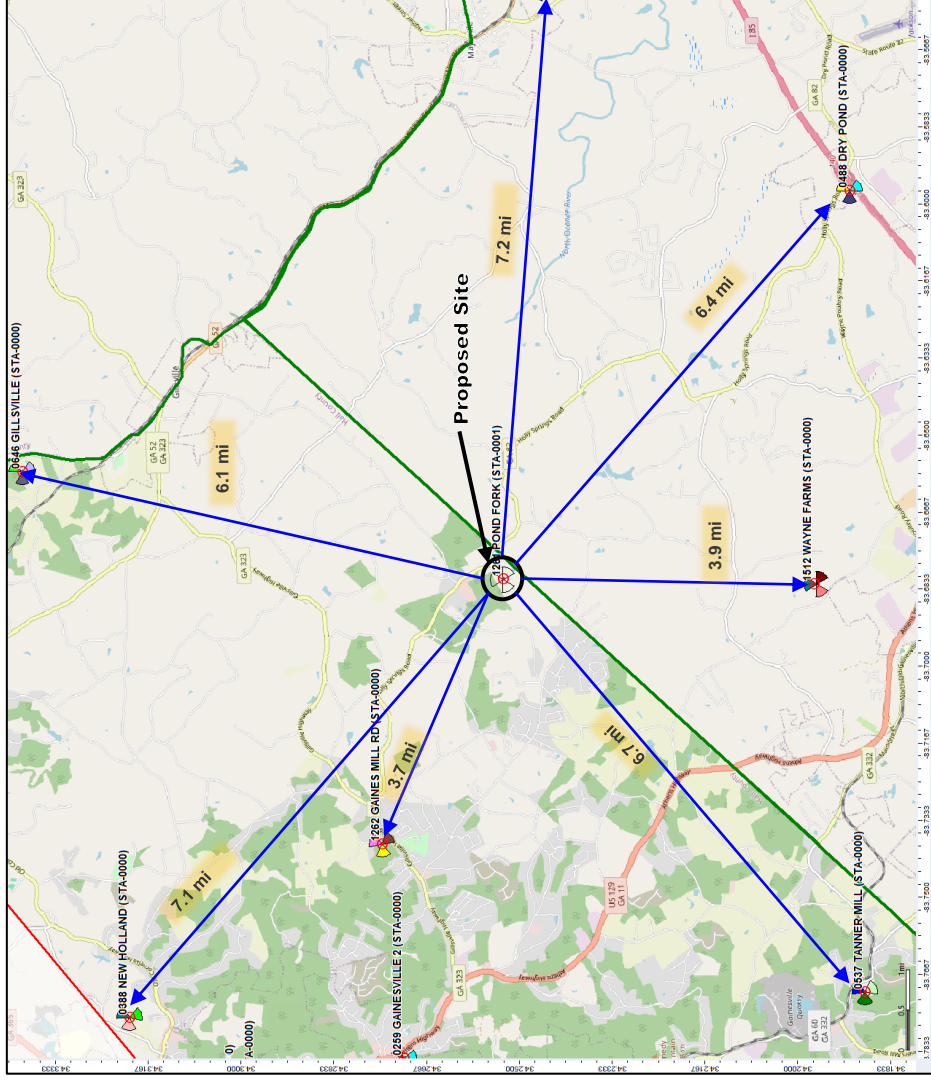
Service improvements are targeted within the red polygon. Current coverage in this area is mostly limited to vehicular or outdoor usage. Indoor-coverage is marginal. The proposed site will allow Verizon to improve the reliability of service to businesses and customers residing along GA State Route 82 N (Holly Springs Rd), Harmony Church Rd, 3 Bridges Rd, Bryant Quarter Rd, GA State Route 323 (Gillsville Hwy) & other streets within the desired service area.



Distance of proposed site to existing VZ neighboring sites

VZ Proposed Location
34.2501333, -83.6782667

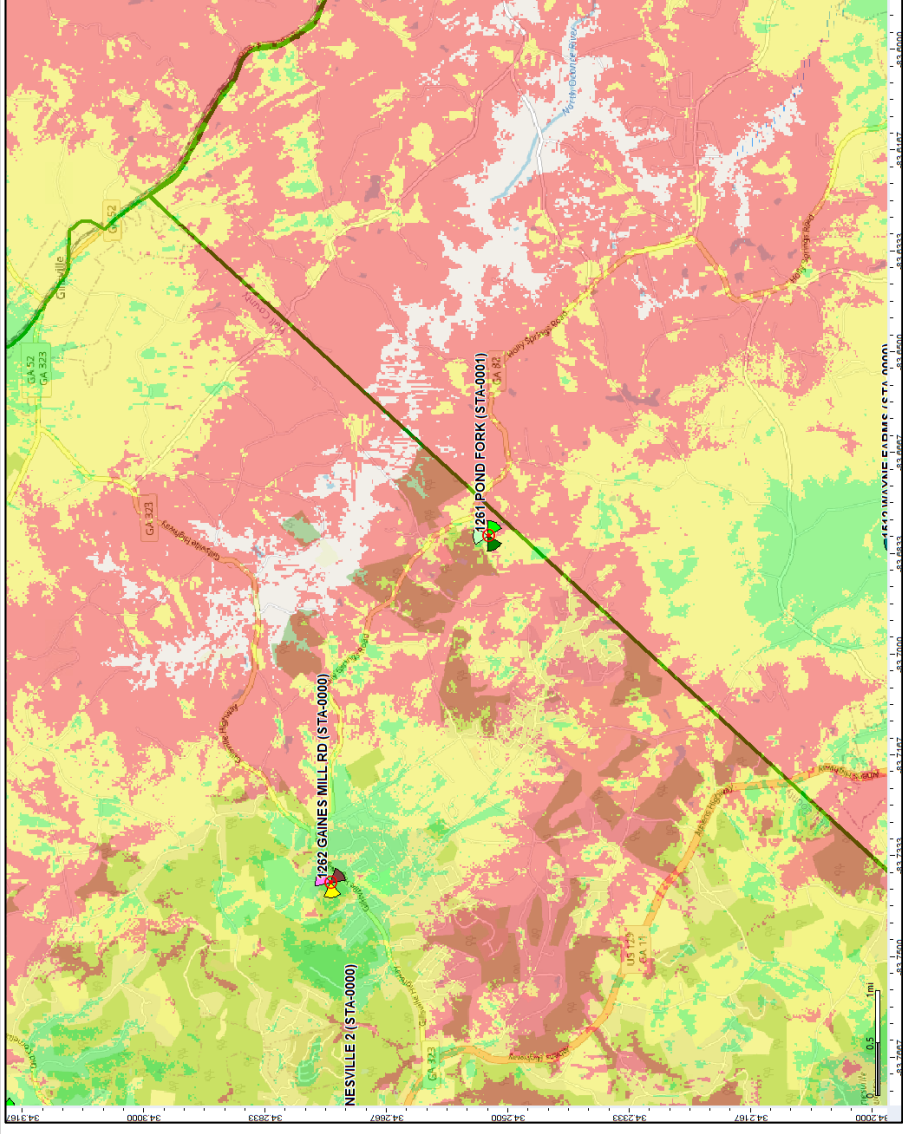
4410 Holly Springs Road,
Gillsville, GA 30543



Current Coverage Prediction

Legend

- Green = Best Coverage
- Yellow = Good Coverage
- Red = Fair Coverage

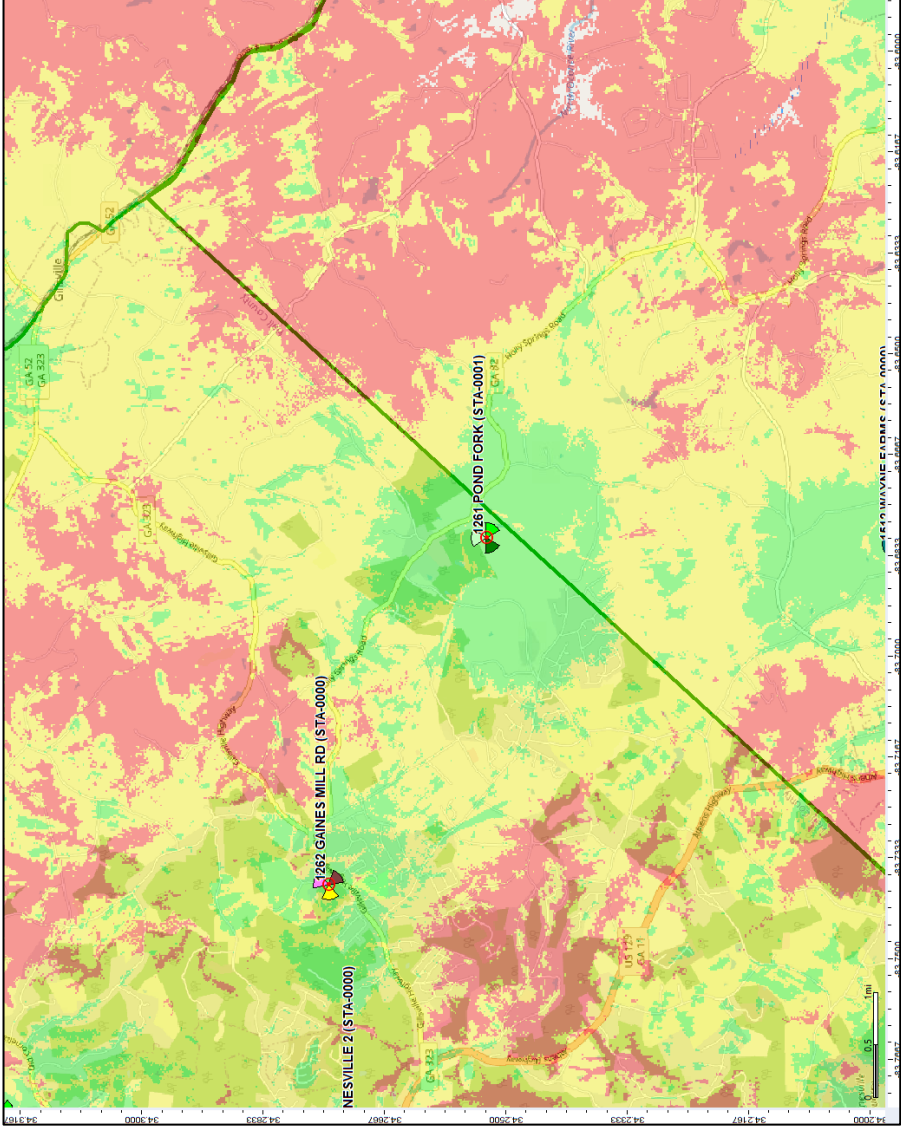


Verizon confidential and proprietary. Unauthorized disclosure, reproduction or other use prohibited.

Coverage Prediction with site at VZ proposed location (250' CL)

Legend

- Green = Best Coverage
- Yellow = Good Coverage
- Red = Fair Coverage



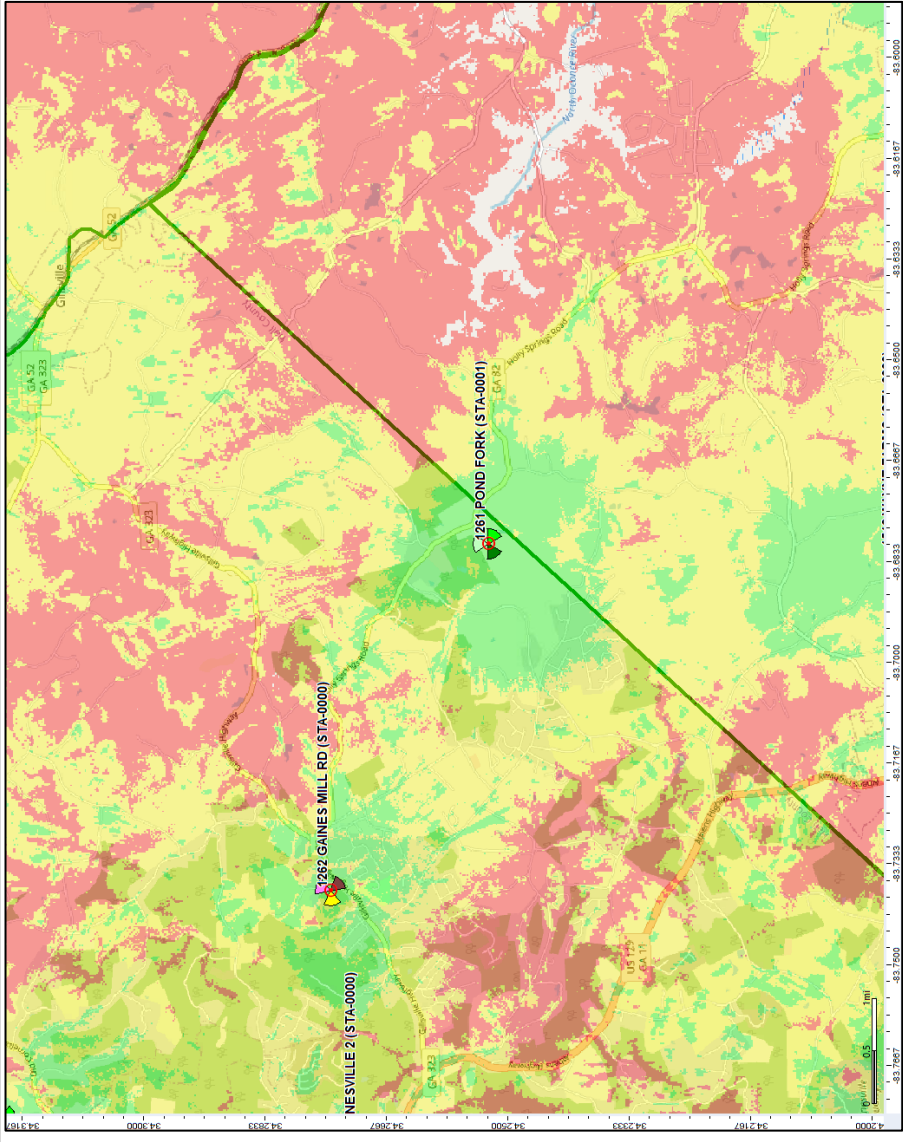
Coverage Prediction with site at VZ proposed location (190' CL)

Legend

- Green = Best Coverage
- Yellow = Good Coverage
- Red = Fair Coverage

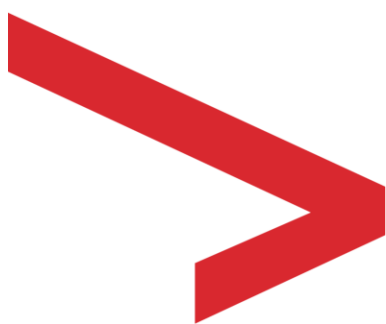
There is significant deterioration in coverage when compared to the previous slide, especially along GA State Route 323, Holy Springs Rd, Bob Bryant Rd and Cobb Griffin Rd.

A centerline of 250' is the ideal height to place antennas to provide adequate coverage with in the desired service area.



Verizon Legal Disclaimer

These maps are not a guarantee of coverage and may contain areas with no service. These maps reflect a depiction of predicted and approximate wireless coverage of the network and is intended to provide a relative comparison of coverage. The depictions of coverage do not guarantee service availability as there are many factors that can influence coverage and service availability. These factors vary from location to location and change over time. The coverage areas may include locations with limited or no coverage. Even within a coverage area shown, there are many factors, including but not limited to, usage volumes, service outages, customer's equipment, terrain, proximity to buildings, foliage, and weather that may impact service ("Factors"). The representations of "fair", "good" and "best" are qualitative representations of relative wireless outdoor signal strength at the network facilities level. Generally, calls can be made and received within all three categories, however, these Factors will likely have greater impact in areas of "fair" coverage. You can only make and receive calls when digital service is available. [When digital service is not available your device will not operate or be able to make 911 calls.]





10300 OLD ALABAMA ROAD CONNECTOR
ALPHARETTA, GEORGIA 30022

PROJECT INFORMATION:

SITE NAME:
POND FORK
SITE No.: 581347
FUZE PROJECT #: 16350691
4410 HOLLY SPRINGS ROAD
GILLSVILLE, GA 30543
HALL COUNTY

PLANS PREPARED BY:

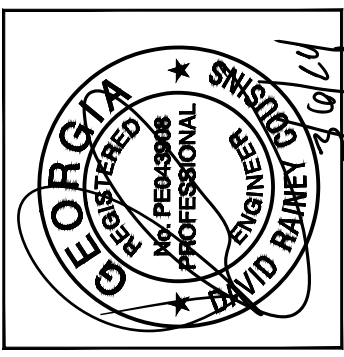


11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

REV: DATE: ISSUED FOR: BY:

7			
6			
5			
4			
3	03/06/24	CONSTRUCTION	DRC
2	01/26/22	CONSTRUCTION	DRC
1	08/31/21	CONSTRUCTION	DRC
0	05/18/21	CONSTRUCTION	DRC
A	04/29/21	PRELIMINARY	DRC

LICENSER:



KHA PROJECT NUMBER:

013509266

DRAWN BY: CHECKED BY:

TDM TRN

SHEET TITLE:

COVER SHEET

SHEET NUMBER:

T1

verizon

10300 OLD ALABAMA ROAD CONNECTOR
ALPHARETTA, GA 30022

POND FORK

SITE #: 581347

FUZE PROJECT ID: 16350691

SITE ADDRESS (E-911 TBD)

4410 HOLLY SPRINGS ROAD
GILLSVILLE, GA 30543
HALL COUNTY
LATITUDE: 34° 15' 00.39" N
LONGITUDE: 83° 40' 41.94" W
TAX/PIN #: 15002 000061

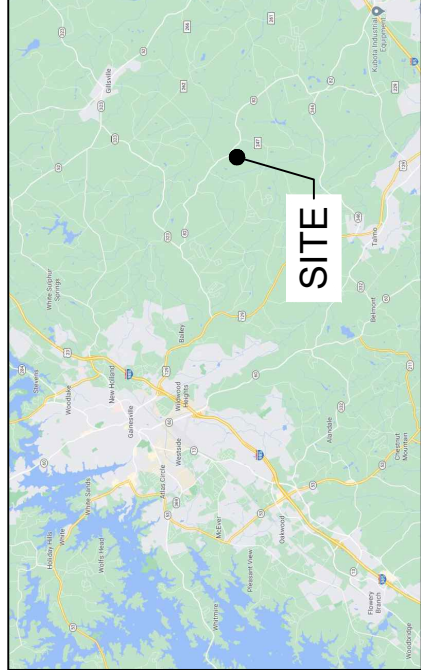
ZONING: AR-IV (AGRICULTURAL-RESIDENTIAL-IV DISTRICT)

HALL COUNTY SHERIFF DEPARTMENT

2859 BROWNS BRIDGE ROAD
GAINESVILLE, GA 30504
PHONE: (770) 531-6900
ATTN.: CUSTOMER SERVICE

HALL COUNTY FIRE DEPARTMENT

470 CRESCENT DRIVE
GAINESVILLE, GA 30501
PHONE: (770) 531-6838
ATTN.: CUSTOMER SERVICE



VICINITY MAP

FROM ALPHARETTA OFFICE: HEAD NORTH 381 FT; TURN RIGHT TOWARD OLD ALABAMA RD CON 82 FT; TURN LEFT AT THE 1ST CROSS STREET ONTO OLD ALABAMA RD CON 0.3 MI; TURN RIGHT ONTO MANSSELL RD 0.5 MI; USE THE LEFT 2 LANES TO TURN LEFT ONTO HAYNES BRIDGE RD 0.5 MI; CONTINUE STRAIGHT TO STAY ON HAYNES BRIDGE RD 0.4 MI; USE THE RIGHT LANE TO TAKE THE RAMP ONTO GA-400 N/US-19 N 0.5 MI; MERGE ONTO GA-400 N/US-19 N 11.7 MI; TAKE THE GA-20 E EXIT TOWARD BUFORD 0.2 MI; KEEP RIGHT AT THE FORK, FOLLOW SIGNS FOR STATE HWY 20 E AND MERGE ONTO GA-20 E/STATE HWY 20 E/BUFORD HWY 0.2 MI; MERGE ONTO GA-20 E/STATE HWY 20 E/BUFORD HWY 328 FT; KEEP RIGHT TO CONTINUE ON GA-20 E 8.9 MI; USE THE LEFT 2 LANES TO TURN LEFT ONTO PEACHTREE INDUSTRIAL BLVD 3.7 MI; CONTINUE ONTO MCEVER RD 1.0 MI; TURN RIGHT ONTO GA-347 E/FRIENDSHIP RD/LANIER ISLANDS PKWY 1.5 MI; TURN LEFT TO MERGE ONTO I-985 N 0.3 MI; MERGE ONTO I-985 N 12.8 MI; TAKE EXIT 22 TO MERGE ONTO US-129 S 3.3 MI; TURN LEFT ONTO GA-323 E 2.5 MI; SLIGHT RIGHT ONTO GA-82 S 3.8 MI. THE DESTINATION WILL BE ON THE RIGHT.

DRIVING DIRECTIONS

JURISDICTION:

HALL COUNTY

STATE:

GEORGIA

TOWER TYPE:

SELF SUPPORT TOWER

TOWER HEIGHT:

255' (265' TO HIGHEST APPURTENANCE)

NUMBER OF CARRIERS:

0 EXISTING, 1 PROPOSED

USE:

PROPOSED TELECOMMUNICATIONS TOWER AND UNMANNED EQUIPMENT

FLOOD INFO

SITE IS LOCATED WITHIN FEMA FLOOD MAP AREA 13139C0225F DATED 09/29/2006 WITHIN FLOOD ZONE X.

PROJECT SUMMARY

DEVELOPER

VERIZON WIRELESS
10300 OLD ALABAMA RD CON.
ALPHARETTA, GA 30022
PHONE: (678) 277-3612
ATTN: MATT HARTLEY

POWER COMPANY

JACKSON EMC
PHONE: (770) 536-2415
ATTN.: LUKE PARKER

PROPERTY OWNER

LAZY L LAND AND CATTLE COMPANY, LLC
3292 THOMPSON BRIDGE ROAD
GAINESVILLE, GA 30506
PHONE: (770) 530-8414
ATTN.: MARK LINKESH

CONSULTANT

KIMLEY-HORN AND ASSOCIATES, INC.
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: (678) 274-5032
ATTN.: DAVID COUSINS, P.E.

CONTACTS

SHEET NO.	SHEET TITLE
T1	COVER SHEET
--	SITE SURVEY (SHEET 1 OF 7)
--	SITE SURVEY (SHEET 2 OF 7)
--	SITE SURVEY (SHEET 3 OF 7)
--	SITE SURVEY (SHEET 4 OF 7)
--	SITE SURVEY (SHEET 5 OF 7)
--	SITE SURVEY (SHEET 6 OF 7)
--	SITE SURVEY (SHEET 7 OF 7)
N1	GENERAL NOTES
C0	OVERALL PARCEL PLAN
C1	OVERALL SITE PLAN
C2	SITE PLAN
C3	EQUIPMENT PAD LAYOUT
C4	EQUIPMENT RACK DETAIL - FRONT
C5	EQUIPMENT RACK DETAIL - REAR
C6	CONCRETE PAD FOUNDATION DETAILS
C7	FENCE, GATE AND COMPOUND DETAILS
C8	GRADING AND EROSION CONTROL PLAN
C8.1	GRADING AND EROSION CONTROL PLAN
C8.2	GRADING AND EROSION CONTROL PLAN
C9	GRADING AND EROSION CONTROL DETAILS
C10	ACCESS ROAD DETAILS
C11	SITE SIGNAGE DETAILS
C12	WAVEGUIDE BRIDGE DETAILS
C13	ANTENNA AND TOWER ELEVATION DETAILS
L1	LANDSCAPING PLAN
E1	ELECTRICAL NOTES
E2	UTILITY SERVICE ROUTING PLAN
E3	OVERALL UTILITY ROUTING PLAN
E4	METER RACK DETAILS - FRONT
E4.1	METER RACK DETAILS - REAR
E5	ELECTRICAL SINGLE LINE DIAGRAM
E6	PANEL SCHEDULE
E7	ELECTRICAL DETAILS
E8	GROUNDING NOTES
E9	GROUNDING PLAN
E10	GROUNDING SINGLE LINE DIAGRAM
E11	GROUNDING DETAILS
E12	GROUNDING DETAILS
SHEET INDEX	

HALL COUNTY PLANNING & DEVELOPMENT

2875 BROWNS BRIDGE ROAD, 3RD FLOOR
GAINESVILLE, GA 30504
PHONE: 770) 531-6809
ATTN.: CUSTOMER SERVICE

PERMIT INFORMATION

GENERAL NOTES:

1. This Survey is prepared exclusively to show site conditions and/or for use in support of instruments related to Leases and Easements as may be shown hereon. Any property boundary information shown hereon is a composite of information gathered from current or previous Surveys, Plat & Deed Description and/or Assessor's Tax Maps as may be referenced hereon. This Survey is not a Boundary Survey of any Tax Parcels or Deed Tracts, and does not create, combine, or divide any existing properties.
2. Survey shown hereon was performed under the supervision of a state-registered Land Surveyor and conforms to all applicable State Board Requirements.
3. Instruments Used: One or more of: Topcon Total Station, Topcon Hiperlite Plus GPS, Carlson Surveyor Data Collector, DJI UAV.
4. Where shown, improvements (utilities, buildings, trees, fences, etc.) are based on field Survey and/or aerial mapping.
5. Any Underground Utilities shown according to surface markings made by others, found at time of survey. Additional marked utilities outside the area covered by this survey map may be shown in provided CAD Files. Utility Markings may not be comprehensive: this survey does not relieve design and construction personnel of the responsibility to determine the locations of underground utilities prior to land disturbance activities.
6. This Survey is presented in the format required by Clients. Clients are advised that Official Jurisdictions may require the Survey to be presented in another format with additional notes and certifications. In the event other formats, notes or certifications are requested by applicable jurisdictions, it is the responsibility of the Client to request same be prepared by Surveyor. Survey as published is not intended to be suitable for recording as a Subdivision Plat.
7. This survey may have been reduced or enlarged in size due to subsequent reproduction. This should be taken into consideration when obtaining scaled data.
8. Geographic Coordinates, if published, meet FAA Accuracy Code 1A (are accurate to within ± 20 feet horizontally and to within ± 3 feet vertically).
9. Any Flood Zone information presented hereon is according to current FEMA Flood Map information as may be referenced hereon. No Flood Elevation Survey or Certification performed. This survey is not valid without the original signature and the original seal of a State-Licensed Land Surveyor, and is not complete without the total of sheets as specified in Survey Title Blocks.

SURVEYOR'S CERTIFICATION:

This Survey is a SPECIFIC PURPOSE SURVEY and does not subdivide or create any new Parcels, or make changes to real property boundaries. The recording information of the documents, maps, plats or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS OR COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board for Professional Engineers and Land Surveyors as set forth in O.C.G.A. Section 15-6-67.



Surveyed by Thomas A. Dobson
Georgia RLS No. 2205
Georgia COA No. LSF001190

PROPOSED TOWER LOCATION DATA

Latitude: NORTH: 34.250132° 34° 15' 00.48"
Longitude: WEST: 83.678267° 83° 40' 41.76"
Ground Elev: 915.5 FEET AMSL (NAVD88)
Benchmark: DM7831 GABN

PARENT TAX PARCEL

LAZY L LAND AND CATTLE COMPANY, LLC
TAX PARCEL: 15002 000061
SEE SHEET #2

NORTH ORIENTATION

GEORGIA WEST STATE PLANE COORDINATE SYSTEM
Based on GPS Survey relative to NGS CORS Network, NAD83 (2011)
ELEVATION DATUM: NAVD88, GEOID 12B
DATE OF SURVEY: 02-04-2021
Method: RTK (CORS); Confidence Level: 95%
Positional Accuracy: HZ $\pm 0.10'$
EPOCH 2010.00000

FLOOD DATA

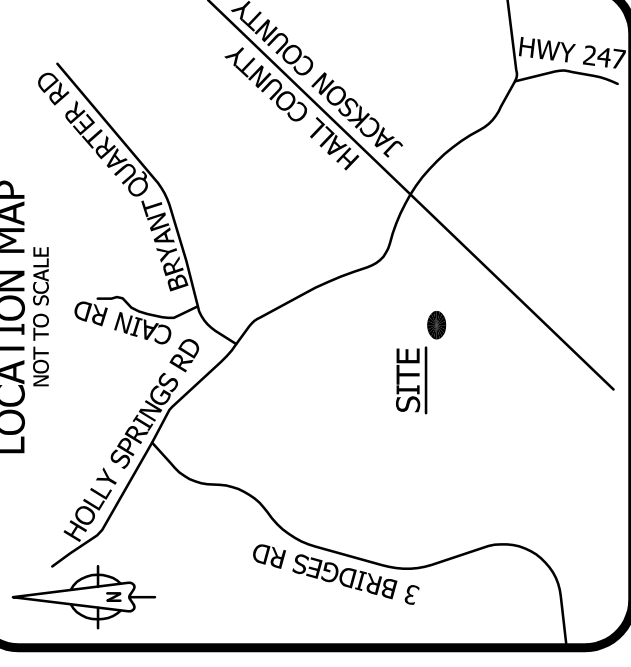
FEMA FLOOD MAP PANEL: 13139C0225F, Effective Date: 09-29-2006
Surveyed Area appears to lie within: ZONE X (Areas of Minimal Flood Hazard)
(Other portions of Parent Tax Parcel appear to lie within Special Flood Hazard Areas, shown where applicable per available FEMA information)

TITLE EXAMINATION:

See Sheet #7

LOCATION MAP

NOT TO SCALE



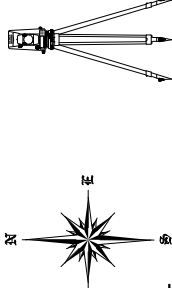
LEGEND

●	IRON ROD FOUND
○	UTILITY POLE
└	GUY ANCHOR
□	TELECOM JUNCTION
◆	SITE BENCHMARK
*	PROPOSED TOWER CENTER
R/W	RIGHT-OF-WAY
AUF	ACCESS/UTILITY/FIBER
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
ESMT	EASEMENT
Sq Ft	SQUARE FEET
———	PAVEMENT EDGE
———	UNPAVED ROAD EDGE
———	OVERHEAD UTILITY LINES
———	FENCE
———	DITCH
———	STORMWATER PIPE
———	5' CONTOURS
———	1' CONTOURS
———	PUBLIC R/W
———	TAX PARCEL LINE
———	FEMA ZONE BOUNDARY
———	LESSEE'S EASEMENT
———	LESSEE'S PREMISES

SURVEY RELEASE DATA

#	DETAILS	DATE	DRAWN	APP
0	Original Survey Issue	02-10-2021	DLH	TAD
1	Title Examination	02-16-2021	DLH	TAD
2	Additional Title Exam	03-16-2021	NB	TAD

THE
LAND CONSULTANTS
LLC
5449 Highway #41
Jasper, TN 37347
(423) 304-6722
Georgia C.O.A. No. LSF001190



PREPARED FOR

verizon

VERIZON WIRELESS

SPECIAL PURPOSE SURVEY

SITE NAME:

POND FORK

Location Code: 581347

Holly Springs Road, Gillsville, GA 30543

Tadmire District, 268 G.M.D.
Hall County, Georgia

DWG#: 21011
ISSUE #: 2
ISSUE DATE: 03-16-2021
SEE SHEET #1

COVER SHEET

SHEET 1 OF 7

PROPERTY INFORMATION

PARENT TAX PARCEL

- A. LAZY L LAND AND CATTLE COMPANY, LLC.
TAX PARCEL: 15002 000061
DEED BOOK 8192, PAGE 384
PLAT BOOK 876, PAGE 244

NOTE: Parent "Tax Parcel" is a portion of a contiguous extent of land conveyed to LAZY L LAND AND CATTLE COMPANY, LLC. by a deed record as Deed 8182-384 (Hall County), Deed 83H-004A (Jackson County), and of record on a Plat recorded as Plat 876-244 (Hall County), Plat 71-722 (Jackson County). The property is divided into three "TAX PARCELS":

- A. TAX PARCEL: 15002 000061 (HALL COUNTY)
- B. TAX PARCEL: 15002 000007 (HALL COUNTY)
- C. TAX PARCEL: 098 004A (JACKSON COUNTY)

"Setbacks" may apply as measured from "Tax Parcel" Lines, as decided by jurisdictions having authority, not addressed herein.

ADJOINING TAX PARCELS (HALL COUNTY)

- D. LAZY L LAND AND CATTLE COMPANY, LLC.
TAX PARCEL: 15002 00007A
DEED BOOK 8394, PAGE 647

- E. GREGORY L. GENSEL, JR.
TAX PARCEL: 15002 000050
DEED BOOK 6729, PAGE 27
PLAT BOOK 676, PAGE 97B

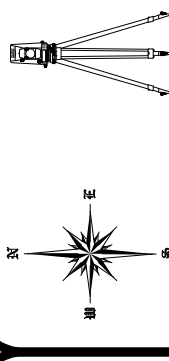
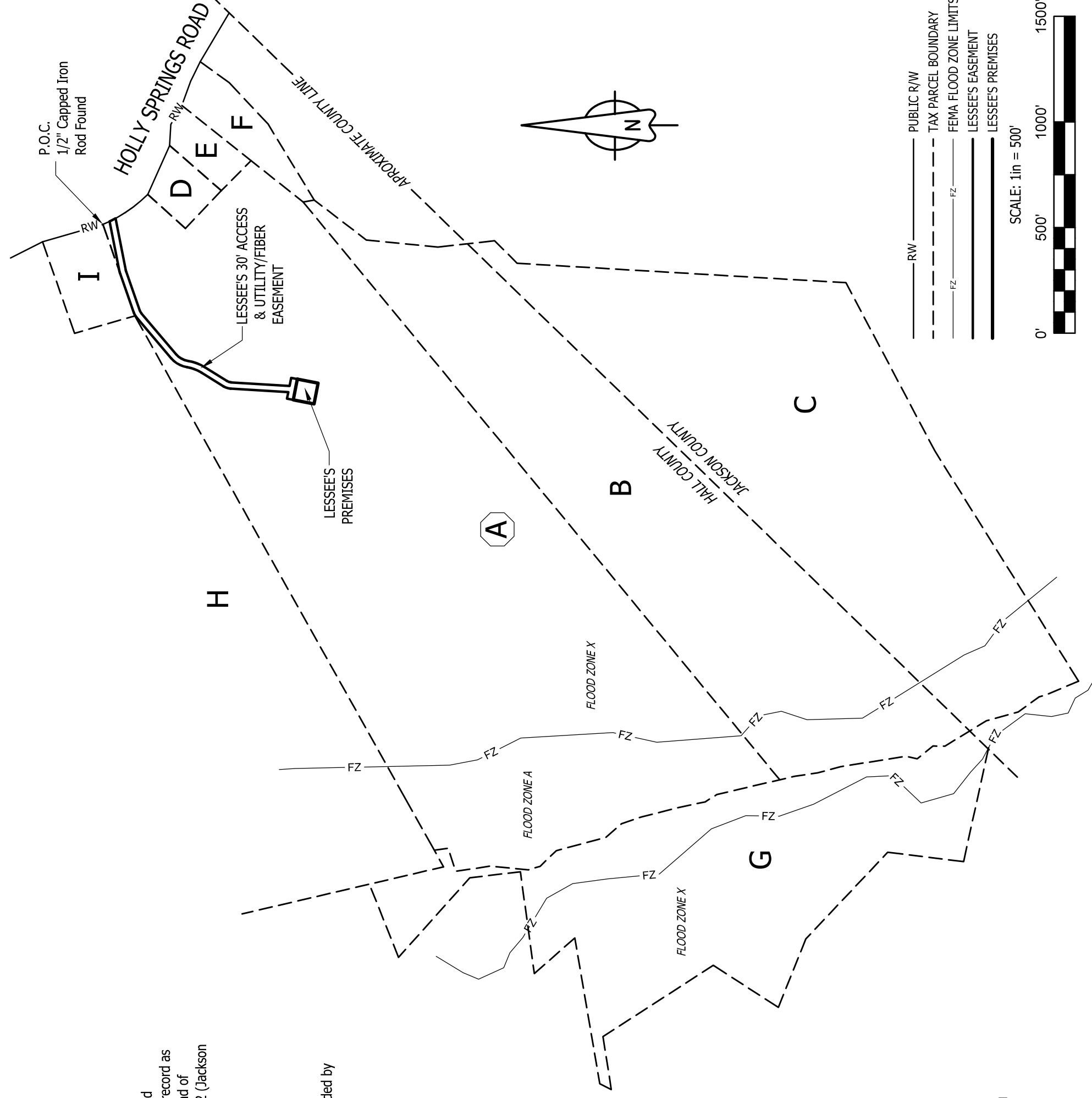
- F. JACK LATTIMER
TAX PARCEL: 15002 000027
DEED BOOK 1509, PAGE 99

- G. JOSE A. ARTEAGA
TAX PARCEL: 15011 000073
DEED BOOK 7174, PAGE 110
PLAT BOOK 107, PAGE 155

- H. HOLLY PIG FARM ...
TAX PARCEL: 15002 000008
DEED BOOK 7664, PAGE 11
PLAT BOOK 72, PAGE 200

- I. JOHN W. LIPSCOMB, JR. ...
TAX PARCEL: 15002 000008A
DEED BOOK 1692, PAGE 91

VICINITY/LOCATION MAP CAVEAT:
VICINITY/LOCATION MAP INTENDED ONLY TO SHOW SURVEYED PROPERTY IN RELATION TO SURROUNDING AREA. VESTING AND ADJOINING PARCEL BOUNDARIES ARE NOT INCLUDED IN OR CERTIFIED BY THIS SURVEY. BOUNDARY LINES ARE A COMPOSITE OF DEED, PLAT AND/OR TAX MAP INFORMATION.



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Jasper, TN 37347
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Georgia C.O.A. No. LSF001190

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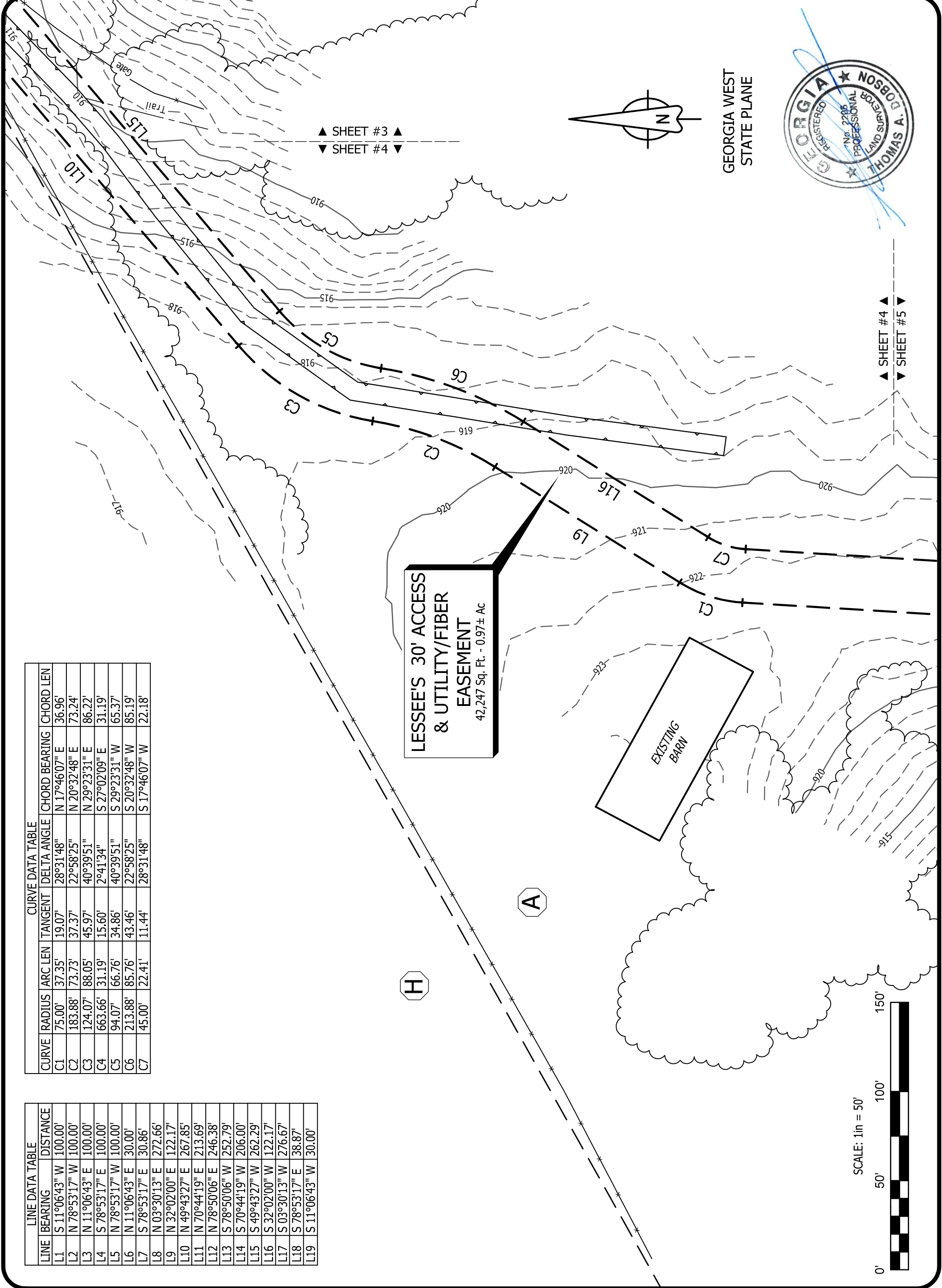
SPECIAL PURPOSE SURVEY
POND FORK
SITE NAME:
Location Code: 581347
Holly Springs Road, Gillsville, GA 30543
Tadmore District, 268 G.M.D.
Hall County, Georgia

DWG#: 21011
ISSUE #: 2
ISSUE DATE: 03-16-2021
SEE SHEET #1

OVERVIEW
SHEET 2 OF 7

LINE	BEARING	DISTANCE
L1	S 11°06'43" W	100.00'
L2	N 78°53'17" W	100.00'
L3	N 11°06'43" E	100.00'
L4	S 78°53'17" E	100.00'
L5	N 78°53'17" W	100.00'
L6	N 11°06'43" E	30.00'
L7	S 78°53'17" E	30.86'
L8	N 03°30'13" E	272.66'
L9	N 32°02'00" E	122.17'
L10	N 49°43'27" E	267.85'
L11	N 70°44'19" E	213.69'
L12	N 78°50'06" E	246.38'
L13	S 78°50'06" W	252.79'
L14	S 70°44'19" W	206.00'
L15	S 49°43'27" W	262.29'
L16	S 32°02'00" W	122.17'
L17	S 03°30'13" W	276.67'
L18	S 78°53'17" E	38.87'
L19	S 11°06'43" W	30.00'

CURVE	RADIUS	ARC LEN	TANGENT	DELTA ANGLE	CHORD BEARING	CHORD LEN
C1	75.00'	37.35'	19.07'	28°31'48"	N 17°46'07" E	36.96'
C2	183.88'	73.73'	37.37'	22°58'25"	N 20°32'48" E	73.24'
C3	124.07'	88.05'	45.97'	40°39'51"	N 29°23'31" E	86.22'
C4	663.66'	31.19'	15.60'	2°41'34"	S 27°02'09" E	31.19'
C5	94.07'	66.76'	34.86'	40°39'51"	S 29°23'31" W	65.37'
C6	213.88'	85.76'	43.46'	22°58'25"	S 20°32'48" W	85.19'
C7	45.00'	22.41'	11.44'	28°31'48"	S 17°46'07" W	22.18'



THE LAND CONSULTANTS LLC
 5449 Highway #41
 Jasper, TN 37347
 (423) 304-6722
 Georgia C.O.A. No. LSF001190

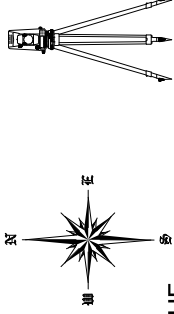
PREPARED FOR
verizon
 VERIZON WIRELESS

SPECIAL PURPOSE SURVEY
 SITE NAME:
POND FORK
 Location Code: 581347
 Holly Springs Road, Gillsville, GA 30543
 Tadmire District, 268 G.M.D.
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DWG#: 21011
 ISSUE #: 2
 ISSUE DATE: 03-16-2021
 SEE SHEET #1

SITE SURVEY
 SHEET 4 OF 7





THE
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 LLC
 5449 Highway #41
 Jasper, TN 37347
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 Georgia C.O.A. No. LSF001190

PREPARED FOR



VERIZON WIRELESS

SPECIAL PURPOSE SURVEY

SITE NAME:

POND FORK

Location Code: 581347
 Holly Springs Road, Gillsville, GA 30543
 Tadmore District, 268 G.M.D.
 Hall County, Georgia

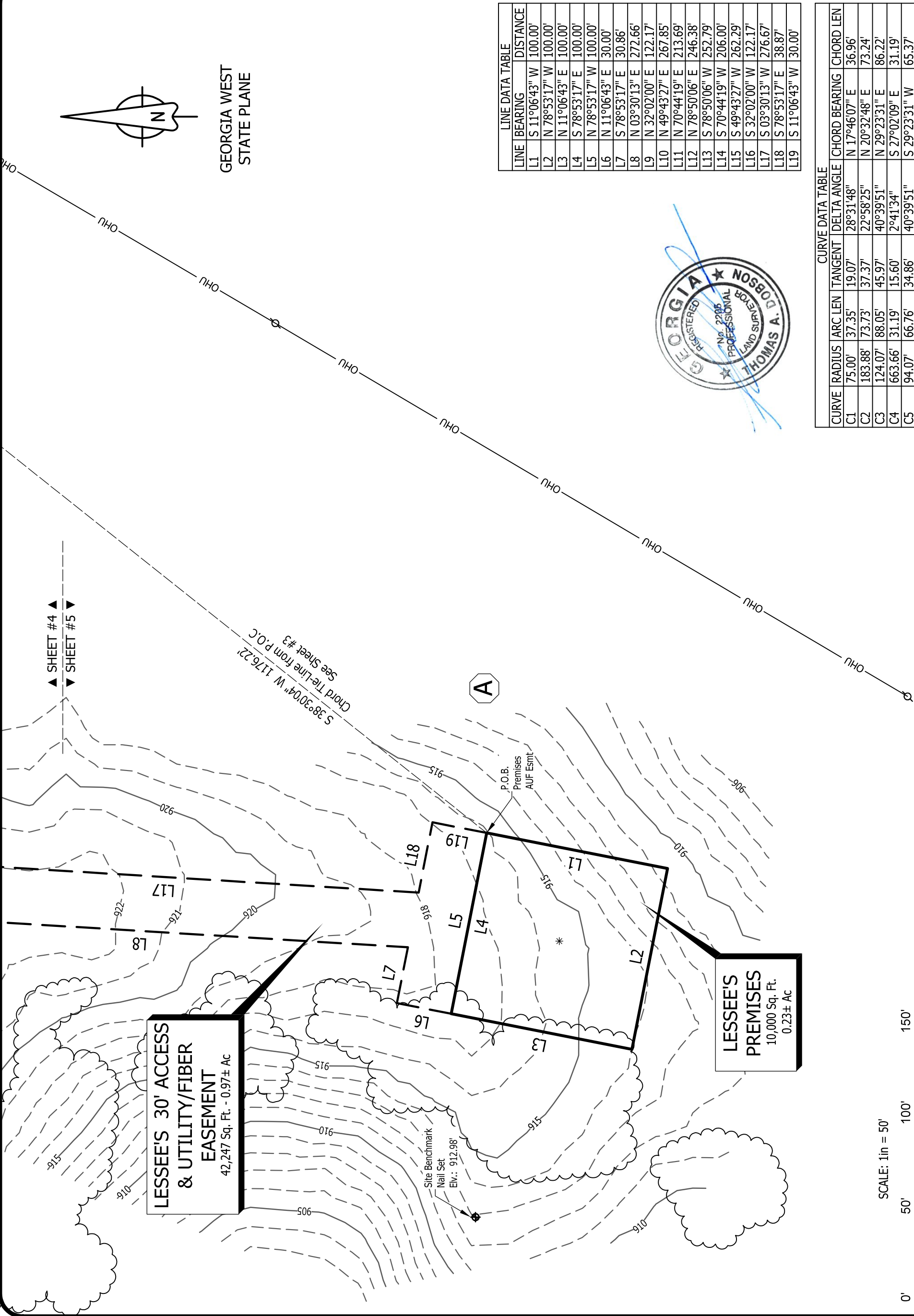
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ISSUE #: 2

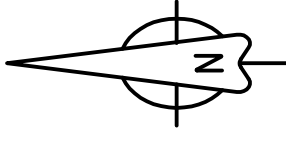
ISSUE DATE: 03-16-2021

SEE SHEET #1

SITE SURVEY

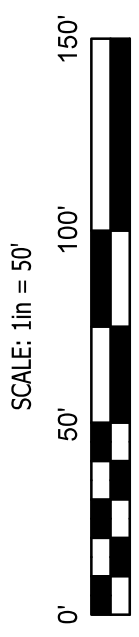


GEORGIA WEST
 STATE PLANE



LINE DATA TABLE	
LINE	DISTANCE
L1	100.00'
L2	100.00'
L3	100.00'
L4	100.00'
L5	100.00'
L6	30.00'
L7	30.86'
L8	272.66'
L9	122.17'
L10	267.85'
L11	213.69'
L12	246.38'
L13	252.79'
L14	206.00'
L15	262.29'
L16	122.17'
L17	276.67'
L18	38.87'
L19	30.00'

CURVE DATA TABLE						
CURVE	RADIUS	ARC LEN	TANGENT	DELTA ANGLE	CHORD BEARING	CHORD LEN
C1	75.00'	37.35'	19.07'	28°31'48"	N 17°46'07" E	36.96'
C2	183.88'	73.73'	37.37'	22°58'25"	N 20°32'48" E	73.24'
C3	124.07'	88.05'	45.97'	40°39'51"	N 29°23'31" E	86.22'
C4	663.66'	31.19'	15.60'	2°41'34"	S 27°02'09" E	31.19'
C5	94.07'	66.76'	34.86'	40°39'51"	S 29°23'31" W	65.37'
C6	213.88'	85.76'	43.46'	22°58'25"	S 20°32'48" W	85.19'
C7	45.00'	22.41'	11.44'	28°31'48"	S 17°46'07" W	22.18'



▲ SHEET #4
 ▼ SHEET #5

**LESSEE'S 30' ACCESS
 & UTILITY/FIBER
 EASEMENT**
 42,247 Sq. Ft. - 0.97± AC

**LESSEE'S
 PREMISES**
 10,000 Sq. Ft.
 0.23± AC

A

Chord Tie-Line from P.O.C.
 See Sheet #3
 S 38°30'4" W 1176.22'

Site Benchmark
 Nail Set
 EV.: 912.98'

P.O.B.
 Premises
 AUF Esmt

LESSEE'S PREMISES

All that Tract or Parcel of land lying and being in the Tadmore District, 268 G.M.D., Hall County, Georgia, and being a part of the lands owned by Lazy L Land and Cattle Company, LLC., of record in Deed Book 8192, Page 384, Plat Book 876, Page 244, Clerk's Office, Hall County, Georgia, and being more particularly described as follows:

COMMENCE at a one-half-inch Capped Iron Rod Found on the Southwestern Right-of-Way of Holly Springs Road, at the most Northern Corner of aforesaid Property;

Thence along a Chord Tie Line having a Bearing of N 38°30'04" E, a distance of 1,176.22 feet to the POINT OF BEGINNING;

Thence S 11°06'43" W, a distance of 100.00 feet;

Thence N 78°53'17" W, a distance of 100.00 feet;

Thence N 11°06'43" E, a distance of 100.00 feet;

Thence S 78°53'17" E, a distance of 100.00 feet to the POINT OF BEGINNING.

Said tract contains 0.23 Acres (10,000 Square Feet), more or less.

LESSEE'S 30' ACCESS & UTILITY/FIBER EASEMENT

All that Tract or Parcel of land lying and being in the Tadmore District, 268 G.M.D., Hall County, Georgia, and being a part of the lands owned by Lazy L Land and Cattle Company, LLC., of record in Deed Book 8192, Page 384, Plat Book 876, Page 244, Clerk's Office, Hall County, Georgia, and being more particularly described as follows:

COMMENCE at a one-half-inch Capped Iron Rod Found on the Southwestern

Right-of-Way of Holly Springs Road, at the most Northern Corner of aforesaid Property;

Thence along a Chord Tie Line having a Bearing of N 38°30'04" E, a distance of 1,176.22 feet to the POINT OF BEGINNING;

Thence N 78°53'17" W, a distance of 100.00 feet;

Thence N 11°06'43" E, a distance of 30.00 feet;

Thence S 78°53'17" E, a distance of 30.86 feet;

Thence N 03°30'13" E, a distance of 272.66 feet;

Thence with a curve to the right with an arc length of 37.35 feet, with a radius of 75.00 feet, with a chord bearing of N 17°46'07" E, with a chord length of 36.96 feet;

Thence N 32°02'00" E, a distance of 122.17 feet;

Thence with a curve to the left with an arc length of 73.73 feet, with a radius of 183.88 feet, with a chord bearing of N 20°32'48" E, with a chord length of 73.24 feet;

Thence with a curve to the right with an arc length of 88.05 feet, with a radius of 124.07

feet, with a chord bearing of N 29°23'31" E, with a chord length of 86.22 feet;

Thence N 49°43'27" E, a distance of 267.85 feet;

Thence N 70°44'19" E, a distance of 213.69 feet;

Thence N 78°50'06" E, a distance of 246.38 feet to a point on aforesaid Right-of-Way Line;

Thence along said Right-of-Way Line and with a curve to the left with an arc length of 31.19 feet, with a radius of 663.66 feet, with a chord bearing of S 27°02'09" E, with a chord length of 31.19 feet;

Thence S 78°50'06" W, leaving said Right-of-Way Line, a distance of 252.79 feet;

Thence S 70°44'19" W, a distance of 206.00 feet;

Thence S 49°43'27" W, a distance of 262.29 feet;

Thence with a curve to the left with an arc length of 66.76 feet, with a radius of 94.07 feet, with a chord bearing of S 29°23'31" W, with a chord length of 65.37 feet;

Thence with a curve to the right with an arc length of 85.76 feet, with a radius of 213.88

feet, with a chord bearing of S 20°32'48" W, with a chord length of 85.19 feet;

Thence S 32°02'00" W, a distance of 122.17 feet;

Thence with a curve to the left with an arc length of 22.41 feet, with a radius of 45.00 feet, with a chord bearing of S 17°46'07" W, with a chord length of 22.18 feet;

Thence S 03°30'13" W, a distance of 276.67 feet;

Thence S 78°53'17" E, a distance of 38.87 feet;

Thence S 11°06'43" W, a distance of 30.00 feet to the POINT OF BEGINNING.

Said Easement contains 0.97 Acres (42,247 Square Feet), more or less.

TITLE EXAMINATION

(Surveyor's treatment of Title Examination Items is limited to the scope described in ALTA/NSPS 2016 requirements, Section 6. C. ii., and is limited to determination of the location [within subject Tax Parcel(s)] described by Title Items. Items are mapped hereon only when adequately described of record and are within Survey Area. "Blanket" denotes items applicable to the entire Parcel (not subject to separate mapping). Surveyor may note where ambiguous or inexact descriptions might warrant a review by Title Attorney to establish "intent" or other matters, which are not addressed by Survey.

Reference: Report of Title, prepared by U.S. Title Solutions, File No. 67406-GA2102-5034, Issued 03-05-2021, Schedule B:

Item 1: Taxes, not addressed herein.

Item 2: Mortgages: Deed 8192-388: Applies to Parent Tax Parcel. Blanket.

Item 3, 4: No instruments listed.

Item 5: Writ, Deed 480-659: Deed contains no Land Descriptions.

Item 6, 7: No instruments Listed.

Item 8: Plat Book 852-141: Previous Plat of the vesting lands (Tax Parcels A, B & C hereon). Shows no relevant matters, but a new version of the plat was record, see Item 10 below.

Item 9: Boundary Line Agreement, Deed 5887-483: Agreement between former owners, parties agree that the Northwest Line of Parent Tax Parcel is as shown on previous Plat PB 876-141, ans is related to the Southwest Line of Parcel A. No influence on Lessee's Premises or Easement. Note: This survey is not a Boundary Survey of the Vesting Lands, and does not address the current location of the Southwest Line of Parcel A, which appears to have been modified again by Survey in Plat (see Item 10).

Item 10: Plat Book 876, Page 244: Current Plat of Parent Tax Parcel: Plat shows: Power line crossing property: Shown hereon within Survey Area, crosses Lessee's Easement. (Plat does not declare Easement for same).

Flood Hazard Zone, SW portion of Parcel, not located on Lessee's Premises or Easement.

Ponds, no easements declared, not located on Lessee's Premises or Easement.

Plat shows portion of gravel drive which lies partly upon adjacent Parcel I. Shown hereon. This survey does not address the significance of this item as a possible encroachment onto adjoining property: Lessee's Easement follows property line and does not lie on Parcels other than Parcel A.

Note: See Item 8 and 9 above. The current conveyance deed to present owner conveys the property relative to Plat 876-244.

Item 11: Current Use Assessment, Deed 8279-748: Applies to Parent Tax Parcel, Blanket.

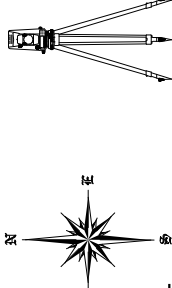
TITLE EXAMINATION DESCRIPTION OF PARENT TAX PARCEL

TITLE TO SAID ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS REPORT IS AT THE EFFECTIVE DATE HEREOF VESTED IN: Lazy L Land and Cattle Company, LLC, a Georgia Limited Liability Company.

SOURCE OF TITLE:

Limited Warranty Deed made by HOLCIM (US) Inc. as successor by merger to Lafarge Building Materials, Inc., a Delaware Corporation dated Dec 13, 2018 recorded on Dec 13, 2018 in Deed Book 8192, Page 384.

All that tract or parcel of land lying and being in Tadmore District, G.M.D. 268 Hall County, Georgia, and Millers District, G.M.D. 455 Jackson County, Georgia, and consisting of 203.006 acres, as shown on a survey for Lazy L land and Cattle, LLC dated November 12, 2018, prepared by EarthPro Land Surveying, Joseph K. Wood, Georgia Registered Land Surveyor No. 2932, recorded in Plat Book 876, page 244, Hall County, Georgia records and Plat Book 71, page 722, Jackson County, Georgia Records. Said Plat and the records thereof are incorporated herein by reference for a more complete description of said property.



THE

LAND CONSULTANTS

5449 Highway #41
Jasper, TN 37347

(423) 304-6722

Georgia C.O.A. No. LSF001190

LLC

PREPARED FOR

verizon

VERIZON WIRELESS

SPECIAL PURPOSE SURVEY

SITE NAME:

POND FORK

Location Code: 581347

Holly Springs Road, Gillsville, GA 30543

Tadmore District, 268 G.M.D.
Hall County, Georgia

DWG#: 21011
ISSUE #: 2
ISSUE DATE: 03-16-2021
SEE SHEET #1

DESCRIPTIONS

SHEET 6 OF 7

TITLE EXAMINATION #1

(Surveyor's treatment of Title Examination Items is limited to the scope described in ALTA/NSPS 2016 requirements, Section 6. C. ii., and is limited to determination of the location [within subject Tax Parcel(s)] described by Title Items. Items are mapped hereon only when adequately described of record and are within Survey Area. "Blanket" denotes items applicable to the entire Parcel (not subject to separate mapping). Surveyor may note where ambiguous or inexact descriptions might warrant a review by Title Attorney to establish "intent" or other matters, which are not addressed by Survey.

Reference: Report of Title, prepared by U.S. Title Solutions, File No. 66810-GA2012-5034 (Pond Fork), Issued 01-04-2021, Schedule B:

Item 1: Taxes, not addressed herein.

Item 2: Mortgages: Deed 8192-388: Applies to Parent Tax Parcel. Blanket.

Item 3, 4: No instruments listed.

Item 5: Writ, Deed 480-659: Deed contains no Land Descriptions.

Item 6: Current Use Assessment, Deed 8279-746: Applies to Tax Parcel "B" hereon. No influence on Lessee's Premises or Easement.

Item 7: Easement, Deed 324-256:

Item 8: Easement, Deed 338-128:

Easements for channel improvement, Lipscomb Creek. Granted from former owner. Creeks cross the Parent Tax Parcel, including that now known as East Fork Pond Fork. Deeds refer to a map that is not included: exact intended locations cannot be determined. Relationship to Parent Tax Parcel cannot be determined. No such creeks located in or near Lessee's Premises or Easement.

Item 9: Quit Claim Deed 5885-315: Deed may be related to Parent Tax Parcel according to Deed Chain information. Deed conveys a property described by reference to Deeds which were not included with Title Examination. Relationship, if any to current Parent Tax Parcel, can not be determined. (Instrument does not list any Easements, Rights-of-Way or Servitudes).

Item 10: Judgment, Deed 535-303: Relates to "5.425 Acres of land in Clermont District", not otherwise described. Relationship, if any to current Parent Tax Parcel, can not be determined.

Item 11: Boundary Line Agreement, Deed 5887-483: See Title Exam #2, Item 9

Item 12: Plat Book 876-244: See Title Exam #2, Item 10.

TITLE EXAMINATION DESCRIPTION OF PARENT TAX PARCEL

TITLE TO SAID ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS REPORT IS AT THE EFFECTIVE DATE HEREOF VESTED IN: Lazy L Land and Cattle Company, LLC, a Georgia Limited Liability Company.

SOURCE OF TITLE:

Limited Warranty Deed made by HOLCIM (US) Inc. as successor by merger to Lafarge Building Materials, Inc., a Delaware Corporation dated Dec 13, 2018 recorded on Dec 13, 2018 in Deed Book 8192, Page 384.

NOTE:

Both Title Exams call for the same vesting Deed, only the second Exam quotes the actual record Description per Deed (see left).

TITLE EXAMINATION #2

(Surveyor's treatment of Title Examination Items is limited to the scope described in ALTA/NSPS 2016 requirements, Section 6. C. ii., and is limited to determination of the location [within subject Tax Parcel(s)] described by Title Items. Items are mapped hereon only when adequately described of record and are within Survey Area. "Blanket" denotes items applicable to the entire Parcel (not subject to separate mapping). Surveyor may note where ambiguous or inexact descriptions might warrant a review by Title Attorney to establish "intent" or other matters, which are not addressed by Survey.

Reference: Report of Title, prepared by U.S. Title Solutions, File No. 67406-GA2102-5034, (Pond Fork Access"), Issued 03-05-2021, Schedule B:

Item 1: Taxes, not addressed herein.

Item 2: Mortgages: Deed 8192-388: Applies to Parent Tax Parcel. Blanket.

Item 3, 4: No instruments listed.

Item 5: Writ, Deed 480-659: Deed contains no Land Descriptions.

Item 6, 7: No instruments Listed.

Item 8: Plat Book 852-141: Previous Plat of the vesting lands (Tax Parcels A, B & C hereon). Shows no relevant matters, but a new version of the plat was record, see Item 10 below.

Item 9: Boundary Line Agreement, Deed 5887-483: Agreement between former owners, parties agree that the Northwest Line of Parent Tax Parcel is as shown on previous Plat PB 876-141, ans is related to the Southwest Line of Parcel A. No influence on Lessee's Premises or Easement. Note: This survey is not a Boundary Survey of the Vesting Lands, and does not address the current location of the Southwest Line of Parcel A, which appears to have been modified again by Survey in Plat (see Item 10).

Item 10: Plat Book 876, Page 244: Current Plat of Parent Tax Parcel: Plat shows: Power line crossing property: Shown hereon within Survey Area, crosses Lessee's Easement. (Plat does not declare Easement for same).

Flood Hazard Zone, SW portion of Parcel, not located on Lessee's Premises or Easement.

Ponds, no easements declared, not located on Lessee's Premises or Easement.

Plat shows portion of gravel drive which lies partly upon adjacent Parcel I. Shown hereon. This survey does not address the significance of this item as a possible encroachment onto adjoining property: Lessee's Easement follows property line and does not lie on Parcels other than Parcel A.

Note: See Item 8 and 9 above. The current conveyance deed to present owner conveys the property relative to Plat 876-244.

Item 11: Current Use Assessment, Deed 8279-748: Applies to Parent Tax Parcel, Blanket.

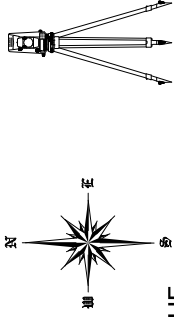
TITLE EXAMINATION DESCRIPTION OF PARENT TAX PARCEL

TITLE TO SAID ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS REPORT IS AT THE EFFECTIVE DATE HEREOF VESTED IN: Lazy L Land and Cattle Company, LLC, a Georgia Limited Liability Company.

SOURCE OF TITLE:

Limited Warranty Deed made by HOLCIM (US) Inc. as successor by merger to Lafarge Building Materials, Inc., a Delaware Corporation dated Dec 13, 2018 recorded on Dec 13, 2018 in Deed Book 8192, Page 384.

All that tract or parcel of land lying and being in Tadmore District, G.M.D. 268 Hall County, Georgia, and Millers District, G.M.D. 455 Jackson County, Georgia, and consisting of 203.006 acres, as shown on a survey for Lazy L land and Cattle, LLC dated November 12, 2018, prepared by EarthPro Land Surveying, Joseph K. Wood, Georgia Registered Land Surveyor No. 2932, recorded in Plat Book 876, page 244, Hall County, Georgia records and Plat Book 71, page 722, Jackson County, Georgia Records. Said Plat and the records thereof are incorporated herein by reference for a more complete description of said property.



THE
LAND CONSULTANTS
LLC
5449 Highway #41
Jasper, TN 37347
(423) 304-6722
Georgia C.O.A. No. LSF001190

PREPARED FOR



VERIZON WIRELESS

SPECIAL PURPOSE SURVEY

SITE NAME:

POND FORK

Location Code: 581347

Holly Springs Road, Gillsville, GA 30543

Tadmore District, 268 G.M.D.
Hall County, Georgia

DWG#: 21011
ISSUE #: 2
ISSUE DATE: 03-16-2021
SEE SHEET #1

DESCRIPTIONS

SHEET 7 OF 7

1.00 GENERAL NOTES

- 1.01 ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE DRAWINGS AND SPECIFICATIONS. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE STATE, LOCAL AND NATIONAL CODES, ORDINANCES AND OR REGULATIONS APPLICABLE TO THIS PROJECT.
- 1.02 THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE WORK OF ALL TRADES AND SHALL CHECK ALL DIMENSIONS. ALL DISCREPANCIES SHALL BE CALLED TO THE ATTENTION OF THE PROJECT MANAGER AND/OR ENGINEER AND BE RESOLVED BEFORE PROCEEDING WITH WORK. WHERE THERE IS A CONFLICT BETWEEN DRAWING AND VERIZON SPECIFICATIONS, THE VERIZON PROJECT ENGINEER SHOULD BE CONTACTED FOR CLARIFICATION.
- 1.03 ALL INFORMATION SHOWN ON THE DRAWINGS RELATIVE TO EXISTING CONDITIONS IS GIVEN AS THE BEST PRESENT KNOWLEDGE, BUT WITHOUT GUARANTEE OF ACCURACY. WHERE ACTUAL CONDITIONS CONFLICT WITH THE DRAWINGS, THEY SHALL BE REPORTED TO THE PROJECT MANAGER AND/OR ENGINEER SO THAT PROPER REVISIONS MAY BE MADE. MODIFICATION OF DETAILS OF CONSTRUCTION SHALL NOT BE MADE WITHOUT WRITTEN APPROVAL OF THE PROJECT MANAGER AND/OR ENGINEER.
- 1.04 CONTRACTOR SHALL REVIEW AND BE FAMILIAR WITH SITE CONDITIONS AS SHOWN ON THE ATTACHED SITE PLAN AND/OR SURVEY DRAWINGS.
- 1.05 WAVEGUIDE BRIDGE AND EQUIPMENT CABINETS ARE SHOWN FOR REFERENCE ONLY. REFER TO SEPARATE DRAWINGS FOR SPECIFIC INFORMATION.
- 1.06 ALL FINISHED GRADES SHALL SLOPE MINIMUM 1/4 IN./FT. AWAY FROM EQUIPMENT IN ALL DIRECTIONS. CONTRACTOR SHALL SLOPE SWALES AS REQUIRED ALONG EXISTING TERRAIN TO DRAIN AWAY FROM COMPOUND AND ACCESS DRIVE.
- 1.07 THE PROPOSED TOWER AND TOWER FOUNDATIONS WERE DESIGNED BY OTHERS. TOWER INFORMATION PROVIDED ON THESE PLANS ARE PROVIDED FOR REFERENCE PURPOSES ONLY. NOTIFY ENGINEER OR PROJECT MANAGER OF ANY CONFLICTS OR DISCREPANCIES. CONTRACTOR TO OBTAIN COPY OF TOWER DESIGN DRAWINGS, IF AVAILABLE; FROM VERIZON PROJECT MANAGER TO CONFIRM COAX ROUTING AND ANTENNA MOUNT INFORMATION.
- 1.08 THE CONTRACTOR SHALL PROVIDE ADEQUATE EXCAVATION SLOPING, SHORING, BRACING, AND GUYS IN ACCORDANCE WITH ALL NATIONAL, STATE, AND LOCAL SAFETY ORDINANCES.
- 1.09 UPON COMPLETION OF CONSTRUCTION, CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE CAUSED BY CONSTRUCTION ACTIVITIES TO THE EXISTING ACCESS ROAD AND COMPOUND GRAVEL AREAS. ANY NEW FILL MATERIALS SHALL BE COMPACTED.
- 1.10 THE CONTRACTOR IS HEREBY NOTIFIED THAT PRIOR TO COMMENCING CONSTRUCTION, HE IS RESPONSIBLE FOR CONTACTING THE UTILITY COMPANIES INVOLVED AND SHALL REQUEST A VERIFICATION AT THE CONSTRUCTION SITE OF THE LOCATIONS OF THEIR UNDERGROUND UTILITIES AND WHERE THEY MAY POSSIBLY CONFLICT WITH THE PLACEMENT OF IMPROVEMENTS AS SHOWN ON THESE PLANS. THE CONTRACTOR OR ANY SUBCONTRACTOR FOR THIS CONTRACT WILL BE REQUIRED TO NOTIFY "GEORGIA 811" 48 HOURS IN ADVANCE OF PERFORMING ANY WORK BY CALLING THE TOLL FREE NUMBER (800) 282-7411 (OR 811). ANY UTILITIES DAMAGED BY CONSTRUCTION ACTIVITIES SHALL BE REPAIRED BY THE CONTRACTOR, AT NO EXPENSE TO THE OWNER.
- 1.11 CONTRACTOR TO PROVIDE DUMPSTER AND PORTABLE TOILET FACILITY DURING CONSTRUCTION.
- 1.12 CONTRACTOR TO PROVIDE STYME LOCK OR EQUIVALENT AS APPROVED BY VERIZON PROJECT MANAGER.
- 1.13 CONTRACTOR TO PROVIDE ANY NECESSARY SIGNAGE PER VERIZON PROJECT MANAGER'S INSTRUCTIONS. SEE DETAIL ON SHEET C11.

2.00 EQUIPMENT FOUNDATION NOTES

- 2.01 FOUNDATIONS ARE DESIGNED FOR A PRESUMPTIVE ALLOWABLE SOIL BEARING CAPACITY OF 2,000 PSF. CONTRACTOR SHALL VERIFY SOIL CONDITIONS AND BEARING CAPACITY PRIOR TO CONSTRUCTION.
- 2.02 EXCAVATE A MINIMUM 18" BELOW PROPOSED EQUIPMENT FOUNDATIONS OF EXPANSIVE, ORGANIC, UNCONSOLIDATED OR OTHERWISE UNACCEPTABLE MATERIAL AND REPLACE WITH WELL-COMPACTED MATERIAL ACCEPTABLE TO VERIZON.
- 2.03 CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING, PROTECTING, AND RELOCATING AS REQUIRED ALL SERVICE AND UTILITY LINES IN VICINITY OF THE WORK SITE. ALL EXCAVATIONS NEAR THESE LINES TO BE CARRIED OUT WITH EXTREME CAUTION. COORDINATE ALL RELOCATIONS WITH THE PROPERTY OWNER.
- 2.04 CONTRACTOR TO CUT/FILL EXISTING COMPOUND SUBSOIL TO PROVIDE AN AREA AS LEVEL AS POSSIBLE FOR THE EQUIPMENT FOUNDATIONS. ALL FILL AREAS ARE TO BE FILLED WITH SUITABLE MATERIALS. FILL MATERIALS ARE TO BE PLACED, COMPACTED, AND TESTED IN MAXIMUM LAYERS OF 8". COMPACTION OF ALL FILL MATERIAL SHALL ACHIEVE 95 PERCENT OF MAXIMUM DRY DENSITY AT OPTIMUM MOISTURE CONTENT IN ACCORDANCE WITH ASTM D 698. ALL TESTS MUST MEET THE MINIMUM SPECIFIED SOIL BEARING CAPACITY. COMPACTION TESTING IS BY THE GEOTECHNICAL TESTING COMPANY DESIGNATED FOR THE PROJECT. SCHEDULING AND COORDINATION IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR. REPORTS OF ALL TESTING ARE TO BE PROMPTLY DELIVERED OR FAXED TO THE VERIZON WIRELESS PROJECT MANAGER.
- 2.05 CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI AT 28 DAYS AND SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST REVISION TO ACI-318 BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE.
- 2.06 CONCRETE SHALL HAVE A SLUMP BETWEEN 3" AND 6".
- 2.07 FIBERS FOR CONCRETE SHALL BE FIBERMESH 650, 100 PERCENT VIRGIN POLYPROPYLENE FIBRILLATED FIBERS, e3 PATENTED TECHNOLOGY PATENTED TECHNOLOGY, CONTAINING NO REPROCESSED OLEFIN MATERIALS. THE FIBERS SHALL CONFORM TO ASTM C1116 TYPE III AND MANUFACTURED SPECIFICALLY FOR THE SECONDARY REINFORCEMENT OF CONCRETE.
- 2.08 THE FIBERS SHALL BE MANUFACTURED IN AN ISO 9001:2008 CERTIFIED MANUFACTURING FACILITY. UNLESS OTHERWISE STATED, FIBERMESH 650 MACRO-SYNTHETIC FIBERS SHALL BE ADDED TO THE CONCRETE AT THE BATCHING PLANT AT THE RECOMMENDED APPLICATION RATE OF 3 LBS/YD' AND MIXED FOR A SUFFICIENT TIME (MINIMUM 5 MINUTES AT FULL MIXING SPEED) TO ENSURE UNIFORM DISTRIBUTION OF THE FIBERS THROUGHOUT THE CONCRETE. FIBROUS CONCRETE REINFORCEMENT SHALL BE MANUFACTURED BY FIBERMESH, 4019 INDUSTRY DRIVE, CHATTANOOGA, TN 37416 USA, TEL: 800 621-1273, WEBSITE: WWW.FIBERMESH.COM
- 2.09 AT THE REQUEST OF THE VERIZON WIRELESS PROJECT MANAGER, TEST CYLINDERS SHALL BE MOLDED AND LABORATORY CURED IN ACCORDANCE WITH ASTM C31. THREE CYLINDERS SHALL BE TAKEN FOR EACH DAY'S CONCRETE PLACEMENT. CYLINDERS SHALL BE TESTED IN ACCORDANCE WITH THE LATEST REVISION TO ASTM C39.
- 2.10 CHAMFER ALL EXPOSED EXTERNAL CORNERS OF CONCRETE WITH 3/4" x 45' CHAMFER, UNLESS OTHERWISE NOTED.
- 2.11 CONCRETE FORMWORK IS TO BE STRIPPED WITHIN 48 HOURS. VIBRATION OF THE CONCRETE MUST ASSURE THAT HONEYCOMBING WILL BE AT A MINIMUM. MECHANICAL VIBRATION OF ALL CONCRETE IS REQUIRED UNLESS OTHERWISE DIRECTED BY VERIZON WIRELESS' PROJECT MANAGER. ABOVE GRADE CONCRETE IS TO BE RUBBED AND PATCHED TO ASSURE SMOOTH FINISH AT TIME OF FORMS REMOVAL. CONTRACTOR SHALL PROVIDE A BROOM FINISH ON THE TOP SURFACE OF THE EQUIPMENT FOUNDATION UNLESS OTHERWISE DIRECTED BY VERIZON WIRELESS' PROJECT MANAGER.
- 2.12 TOPS OF CONCRETE FOUNDATION MUST BE WITHIN 0.02' OF ELEVATION REQUIRED.
- 2.13 TOP OF FOUNDATION FINISH TO BE LEVEL ±1/8" IN 10'.
- 2.14 TOP OF FOUNDATION TO HAVE MEDIUM BROOM FINISH.
- 2.15 CONTRACTOR SHALL REFER TO DRAWINGS OF OTHER TRADES AND VENDOR DRAWINGS FOR EMBEDDED ITEMS AND RECESSES NOT SHOWN ON THE STRUCTURAL DRAWINGS. CONTRACTOR SHALL VERIFY PLACEMENT OF EQUIPMENT AND LOCATION OF CONDUIT FOR MANUFACTURER'S AND VENDORS SPECIFICATIONS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE ALL OPENINGS AND SLEEVES FOR PROPER DISTRIBUTION OF ALL UTILITIES.

USE SUBJECT TO COUNTY COMMISSION APPROVAL JANUARY 13, 2022

CONDITIONS OF APPROVAL

1. THE PROPOSED TOWER SHALL BE LOCATED AS SHOWN ON THE SITE PLAN AND AS DESCRIBED IN THE NARRATIVE THAT WAS SUBMITTED.
2. THE APPLICANT SHALL NOTIFY THE COUNTY OF ANY CONSTRUCTION, TOWER, OR SITE MODIFICATIONS THAT WOULD BE DIFFERENT FROM WHAT IS SUBMITTED FOR CONSIDERATION. OF PARTICULAR INTEREST TO THE COUNTY ARE CHANGES IN HEIGHT, STRUCTURE, TOWER LIGHTING, AND GROUND FACILITIES THAT WOULD HAVE ANY IMPACT ON THE SITES ABILITY TO SUPPORT OTHER USERS OR AFFECT THE SURROUNDING NEIGHBORHOOD.
3. THE APPLICANT SHALL PROVIDE TOWER AND FOUNDATION DESIGN PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.
4. THE HEIGHT OF THE TOWER AND ALL APPURTENANCES, INCLUDING LIGHTNING RODS, SHALL BE LIMITED TO 265 FEET AS SHOWN ON THE PROPOSED CONSTRUCTION DRAWINGS.
5. ALL PLANS AND PLATS CREATED FOR THIS DEVELOPMENT SHALL REFERENCE THE CONDITIONS OF ZONING APPROVAL.

verizon

10300 OLD ALABAMA ROAD, CONNECTOR
ALPHARETTA, GEORGIA 30022

PROJECT INFORMATION:

SITE NAME:

POND FORK
SITE No.: 581347
FUZE PROJECT #: 16350691
4410 HOLLY SPRINGS ROAD
GILLSVILLE, GA 30543
HALL COUNTY

PLANS PREPARED BY:

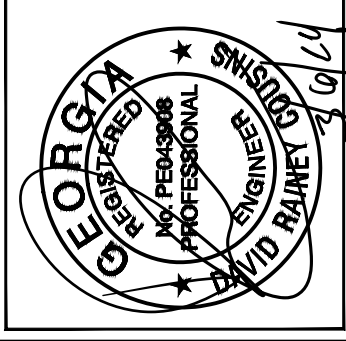
Kimley»Horn

11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

REV: DATE: ISSUED FOR: BY:

REV	DATE	ISSUED FOR	BY
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6			
5			
4			
3	03/06/24	CONSTRUCTION	DRC
2	01/26/22	CONSTRUCTION	DRC
1	08/31/21	CONSTRUCTION	DRC
0	05/18/21	CONSTRUCTION	DRC
A	04/29/21	PRELIMINARY	DRC

LICENSER:



KHA PROJECT NUMBER:

013509266

DRAWN BY:

TDM

CHECKED BY:

TRN

SHEET TITLE:

GENERAL NOTES

SHEET NUMBER:

N1



10300 OLD ALABAMA ROAD, CONNECTOR
ALPHARETTA, GEORGIA 30022

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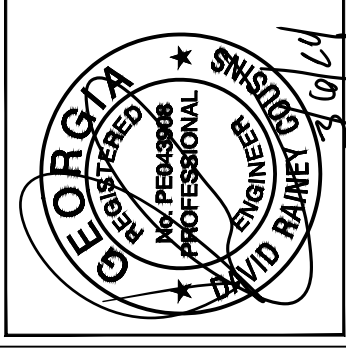
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TDM TRN

SHEET TITLE:

OVERALL PARCEL
PLAN

SHEET NUMBER:

C0

TOWER SETBACKS TO PROPERTY LINES (FROM TOWER CENTER)	
NORTH	530'-7"
SOUTH	564'-0"
EAST	971'-0"
WEST	2253'-11"

LAZY LAND AND CATTLE COMPANY, LLC.
TAX PARCEL: 15002 000007A
DEED BOOK 8394, PAGE 647
ZONING: AR-IV

GREGORY L. GENSEL, JR.
TAX PARCEL: 15002 0000050
DEED BOOK 6729, PAGE 27
PLAT BOOK 676, PAGE 97B
ZONING: AR-IV

JACK LATIMER
TAX PARCEL: 15002 000027
DEED BOOK 1509, PAGE 99
ZONING: AR-IV

ADJACENT RESIDENTIAL STRUCTURE (TYP)

HOLLY SPRINGS RD
(GA-82 N)

PROPOSED LESSEE 30' WIDE ACCESS & UTILITY/FIBER EASEMENT

JOSE A. ARTEAGA
TAX PARCEL: 15011 000008
DEED BOOK 7174, PAGE 11
PLAT BOOK 107, PAGE 155
ZONING: AR-IV

PROPOSED LESSEE 100' X 100' PREMISES (±10,000 SQ. FT.) (SEE SHEET C1)

LAZY L LAND AND CATTLE COMPANY, LLC.
TAX PARCEL: 15002 000061
DEED BOOK 8192, PAGE 384
PLAT BOOK 876, PAGE 244
ZONING: AR-IV

PROPOSED 255' SELF-SUPPORT TOWER WITH LESSEE 250' RAD CENTER (265' TO HIGHEST APPURTENANCE) (SEE SHEET C13)

LAZY L LAND AND CATTLE COMPANY, LLC.
TAX PARCEL: 15002 000007
DEED BOOK 876, PAGE 384
PLAT BOOK 876, PAGE 244
ZONING: AR-IV

LAZY L LAND AND CATTLE COMPANY, LLC.
TAX PARCEL: 098 0044
DEED BOOK 8192, PAGE 384
PLAT BOOK 876, PAGE 244
ZONING: AR-IV

TOWER SETBACK NOTE:
PER SECTION OF 17.410.40, E. SETBACKS 1. TELECOMMUNICATIONS TOWERS WITHIN THE AR-III OR AR-IV ZONING DISTRICTS SHALL BE SET BACK A MINIMUM OF TWO TOWER LENGTHS FROM THE BASE OF THE TOWER TO ALL PROPERTY LINES. REQUIRED TOWER SETBACK FROM ALL PROPERTY LINES: 530' (265' X 2)
3. ALL TELECOMMUNICATIONS TOWERS SHALL BE SET BACK FROM ANY RESIDENTIAL STRUCTURE EITHER A MINIMUM OF FOUR TOWER LENGTHS FROM THE BASE OF THE TOWER OR 500 FEET FROM THE BASE OF THE TOWER, WHICHEVER IS GREATER. 1,060' (265' X 4)

SURVEY NOTE:

1. VERIZON WIRELESS STAFF SHALL COORDINATE WITH THE PROPERTY OWNER TO OBTAIN THE PROPER EASEMENT AGREEMENTS TO CONSTRUCT AND MAINTAIN EQUIPMENT IN AND AROUND THE TOWER COMPOUND.
2. PROPOSED COMPOUND LAYOUT BASED ON SURVEY PROVIDED BY THE LAND CONSULTANTS, LLC DATED 03/16/21 AND SITE VISIT ON 02/04/21.



1 OVERALL PARCEL PLAN
C0 SCALE: 1" = 500'



10300 OLD ALABAMA ROAD CONNECTOR
ALPHARETTA, GEORGIA 30022

PROJECT INFORMATION:

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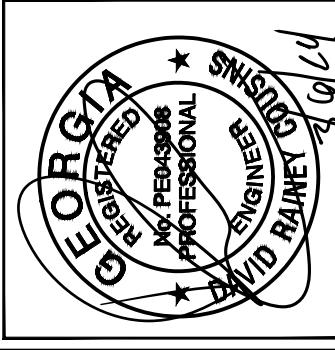
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LICENSER:



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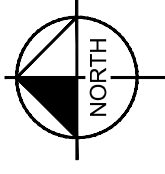
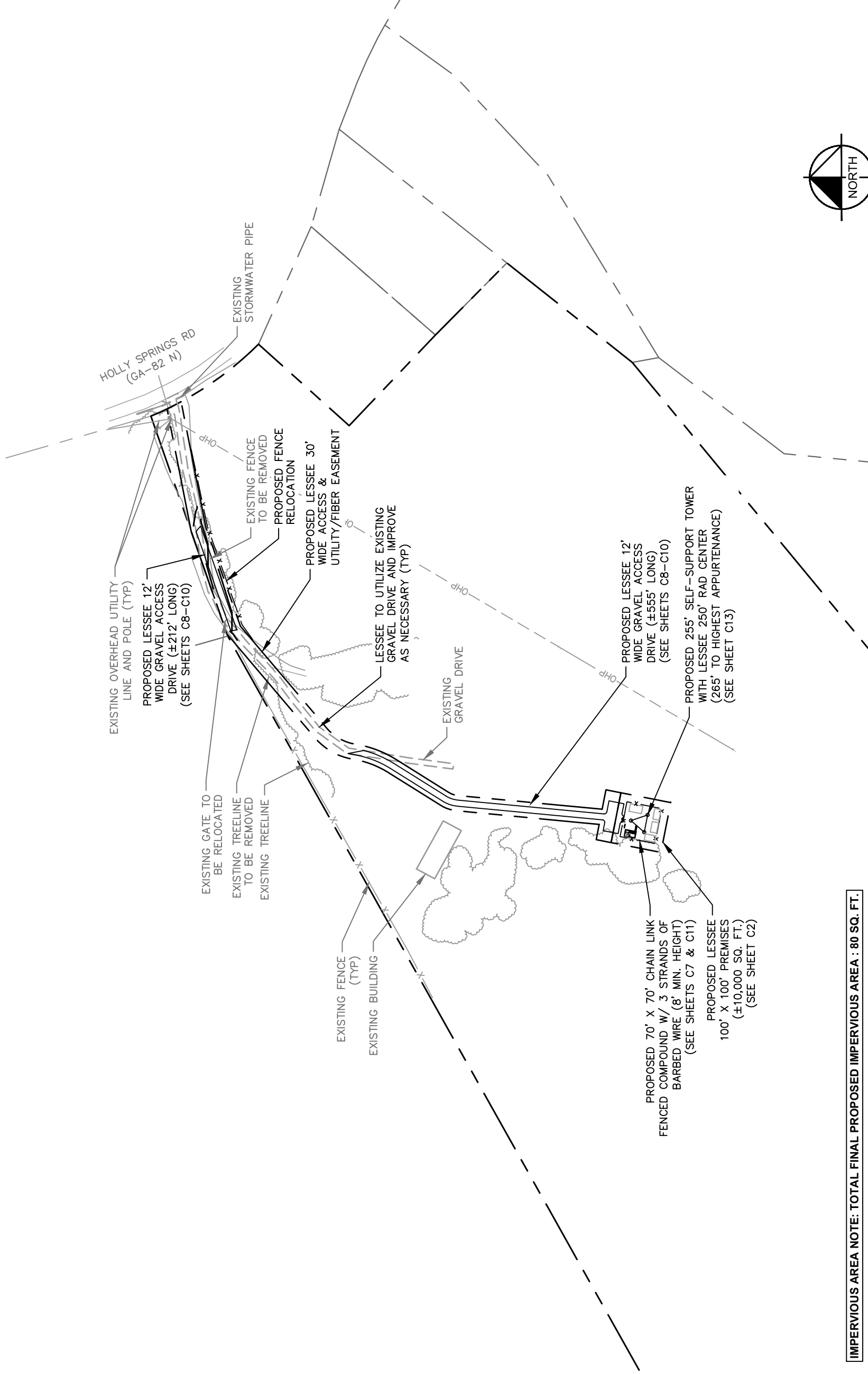
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SHEET TITLE:

OVERALL SITE
PLAN

SHEET NUMBER:

C1



GRAPHIC SCALE: 1" = 200'

1 OVERALL SITE PLAN

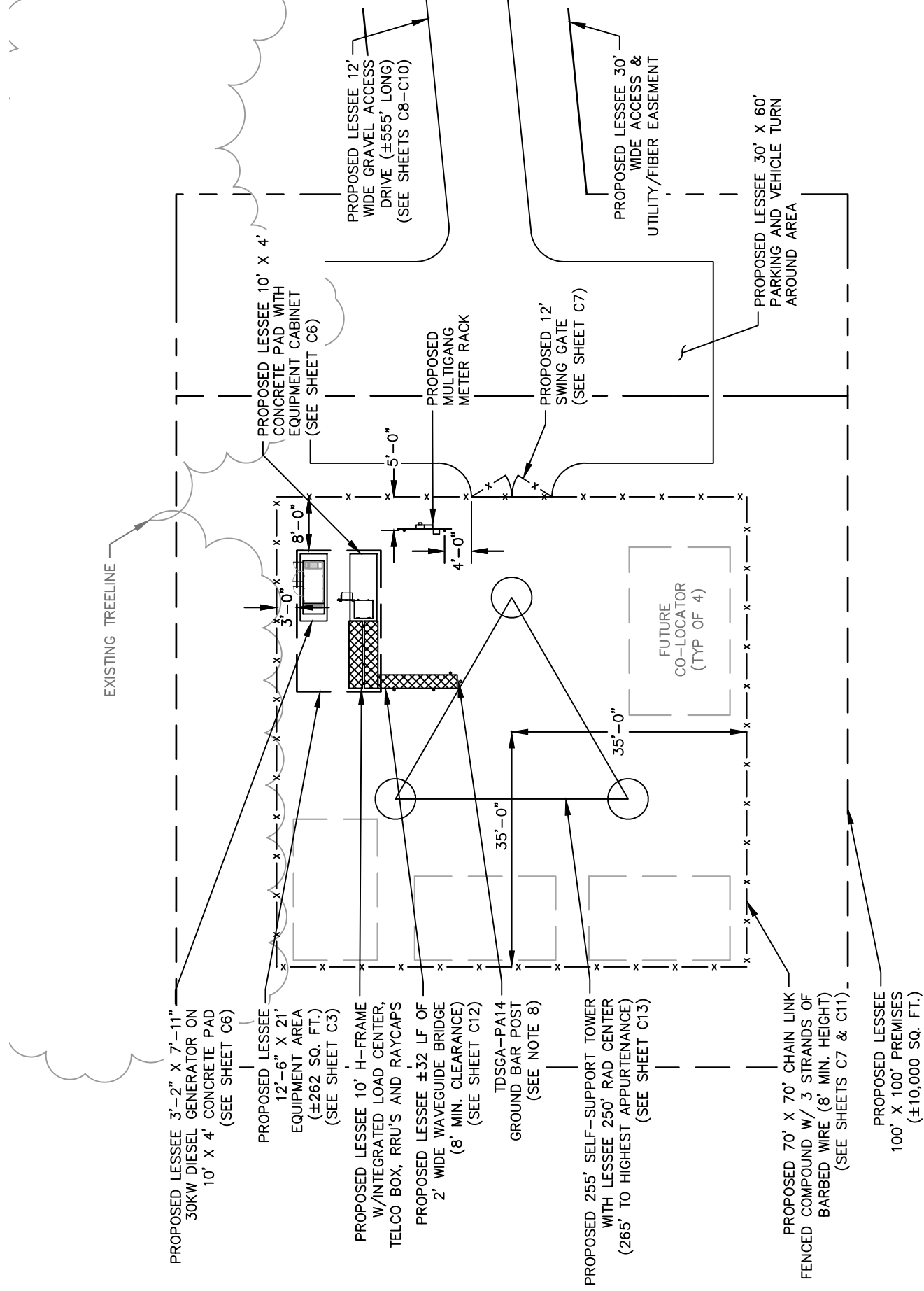
SCALE: 1" = 200'

IMPERVIOUS AREA NOTE: TOTAL FINAL PROPOSED IMPERVIOUS AREA : 80 SQ. FT.

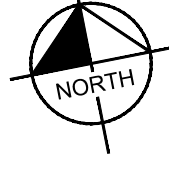
SURVEY NOTE:

1. VERIZON WIRELESS STAFF SHALL COORDINATE WITH THE PROPERTY OWNER TO OBTAIN THE PROPER EASEMENT AGREEMENTS TO CONSTRUCT AND MAINTAIN EQUIPMENT IN AND AROUND THE TOWER COMPOUND.
2. PROPOSED COMPOUND LAYOUT BASED ON SURVEY PROVIDED BY THE LAND CONSULTANTS, LLC DATED 03/16/21 AND SITE VISIT ON 02/04/21.

NOTE:
EXISTING NATURAL VEGETATION TO BE MAINTAINED AS A BUFFER ALONG WESTERLY SIDE OF COMPOUND.



1 SITE PLAN
C2 SCALE: 1" = 20'



SITE NOTES:

1. VERIZON WIRELESS STAFF SHALL COORDINATE WITH THE PROPERTY OWNER TO OBTAIN THE PROPER EASEMENT AGREEMENTS TO CONSTRUCT AND MAINTAIN EQUIPMENT IN AND AROUND THE TOWER COMPOUND.
2. PROPOSED COMPOUND LAYOUT BASED ON SURVEY PROVIDED BY THE LAND CONSULTANTS, LLC DATED 03/16/21 AND SITE VISIT ON 02/04/21.
3. CONTRACTOR TO CONFIRM WITH VERIZON CONSTRUCTION MANAGER THAT THE EQUIPMENT SHOWN HAS BEEN ORDERED/SCHEDULED FOR DELIVERY TO THIS SITE.
4. THE BASIS OF EQUIPMENT DESIGN INCLUDES ONE (1) RF CABINET, ONE (1) FUTURE BATTERY CABINET, AND ONE (1) FUTURE EXPANSION CABINET.
5. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING AND MODIFYING SCOPE OF WORK TO ACCOMMODATE ANY CHANGES IN THE EXACT EQUIPMENT PROCURED BY VERIZON WIRELESS. COORDINATE ANY CHANGES WITH VERIZON WIRELESS CONSTRUCTION MANAGER.
6. ROUTE COAX/FIBER UP TOWER PER STRUCTURAL ANALYSIS BY TOWER OWNER.
7. TOWER DIMENSIONS SHOWN ON THIS PLAN ARE FOR TOWER CENTER LOCATION. CONTRACTOR TO OBTAIN COPY OF TOWER ERECTION DRAWINGS FROM VERIZON CONSTRUCTION MANAGER PRIOR TO DRILLING TOWER FOUNDATIONS. CASSIONS AND TOWER SHOWN ON THIS PLAN ARE ILLUSTRATIVE, SEE DESIGN DRAWING BY OTHERS. DO NOT SCALE.
8. INSTALL 3/2" O.D. GALVANIZED STEEL POST FOR TDSGA-PA14 GROUND BAR. POST TO EXTEND 78" ABOVE GRADE AND SHALL BE EMBEDDED IN A 12"Ø CONCRETE FOOTING A MINIMUM OF 36". FOOTING SHALL EXTEND A MINIMUM OF 42" BELOW GRADE.
9. PER SECTION OF 17.410.40. F. PROVISIONS FOR CO-LOCATION. 3. ALL NEW TOWER INSTALLATIONS OF OVER 150 FEET IN HEIGHT SHALL PROVIDE ANTENNA AND SUPPORT SPACE FOR AT LEAST FIVE (5) CARRIERS.



PROJECT INFORMATION:

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4410 HOLLY SPRINGS ROAD
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HALL COUNTY

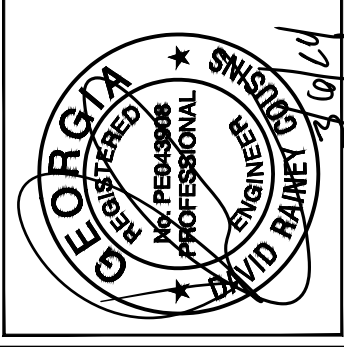
PLANS PREPARED BY:



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A	04/29/21	PRELIMINARY	DRC

LICENSER:



KHA PROJECT NUMBER:

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DRAWN BY:

TDM

CHECKED BY:

TRN

SHEET TITLE:

SITE PLAN

SHEET NUMBER:

C2

PROJECT INFORMATION:

SITE NAME:
POND FORK
SITE No.: 581347
FUZE PROJECT #: 16350691
4410 HOLLY SPRINGS ROAD
GILLSVILLE, GA 30543
HALL COUNTY

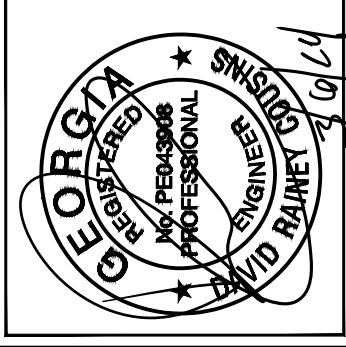
PLANS PREPARED BY:

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PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

REV: DATE: ISSUED FOR: BY:

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6			
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3	03/06/24	CONSTRUCTION	DRC
2	01/26/22	CONSTRUCTION	DRC
1	08/31/21	CONSTRUCTION	DRC
0	05/18/21	CONSTRUCTION	DRC
A	04/29/21	PRELIMINARY	DRC

LICENSER:



KHA PROJECT NUMBER:

013509266

DRAWN BY: CHECKED BY:

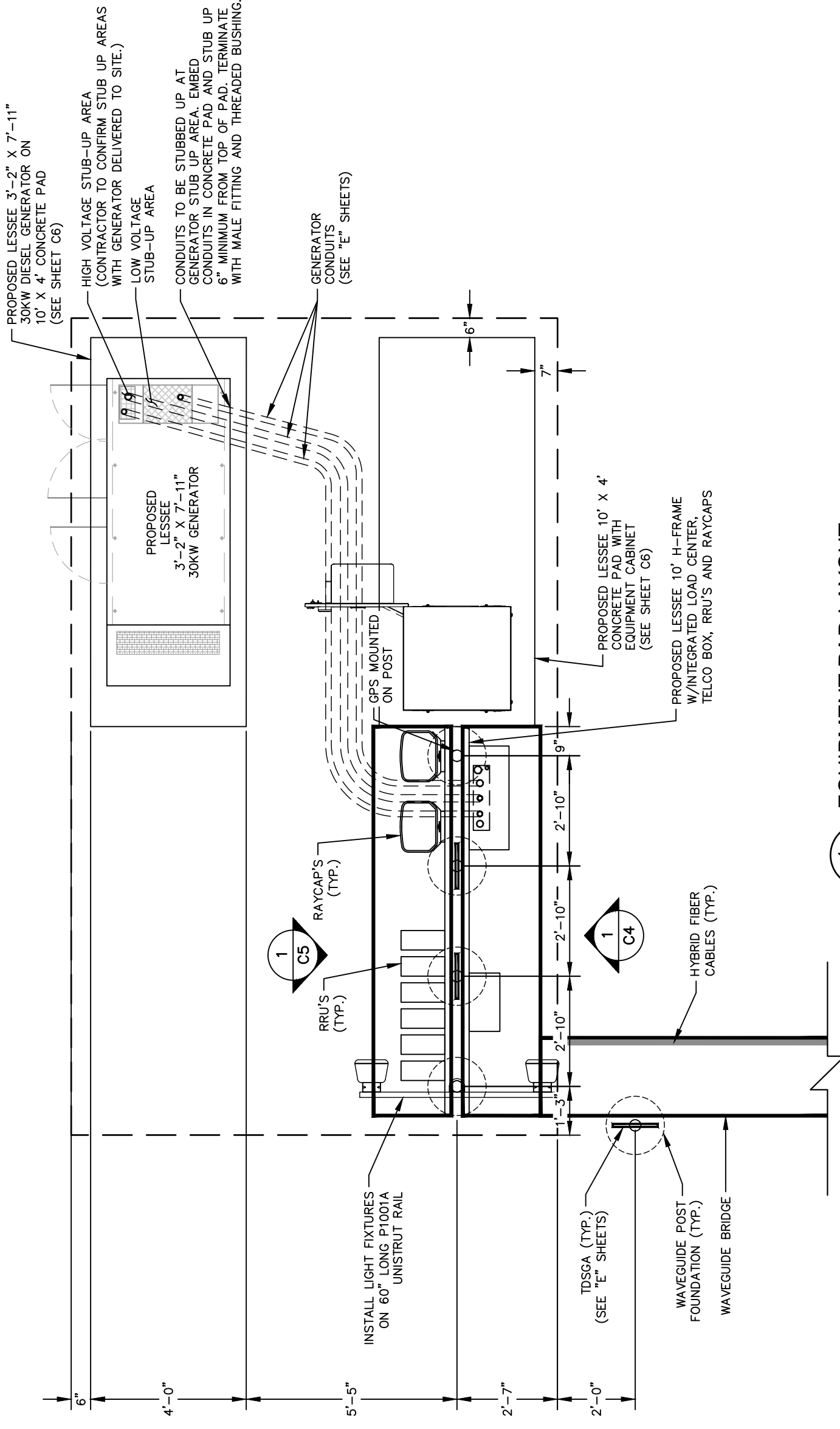
TDM TRN

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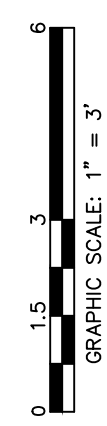
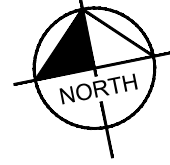
**EQUIPMENT PAD
LAYOUT**

SHEET NUMBER:

C3



1 EQUIPMENT PAD LAYOUT
SCALE: 1" = 3'



EQUIPMENT PAD/ROUTING NOTES:

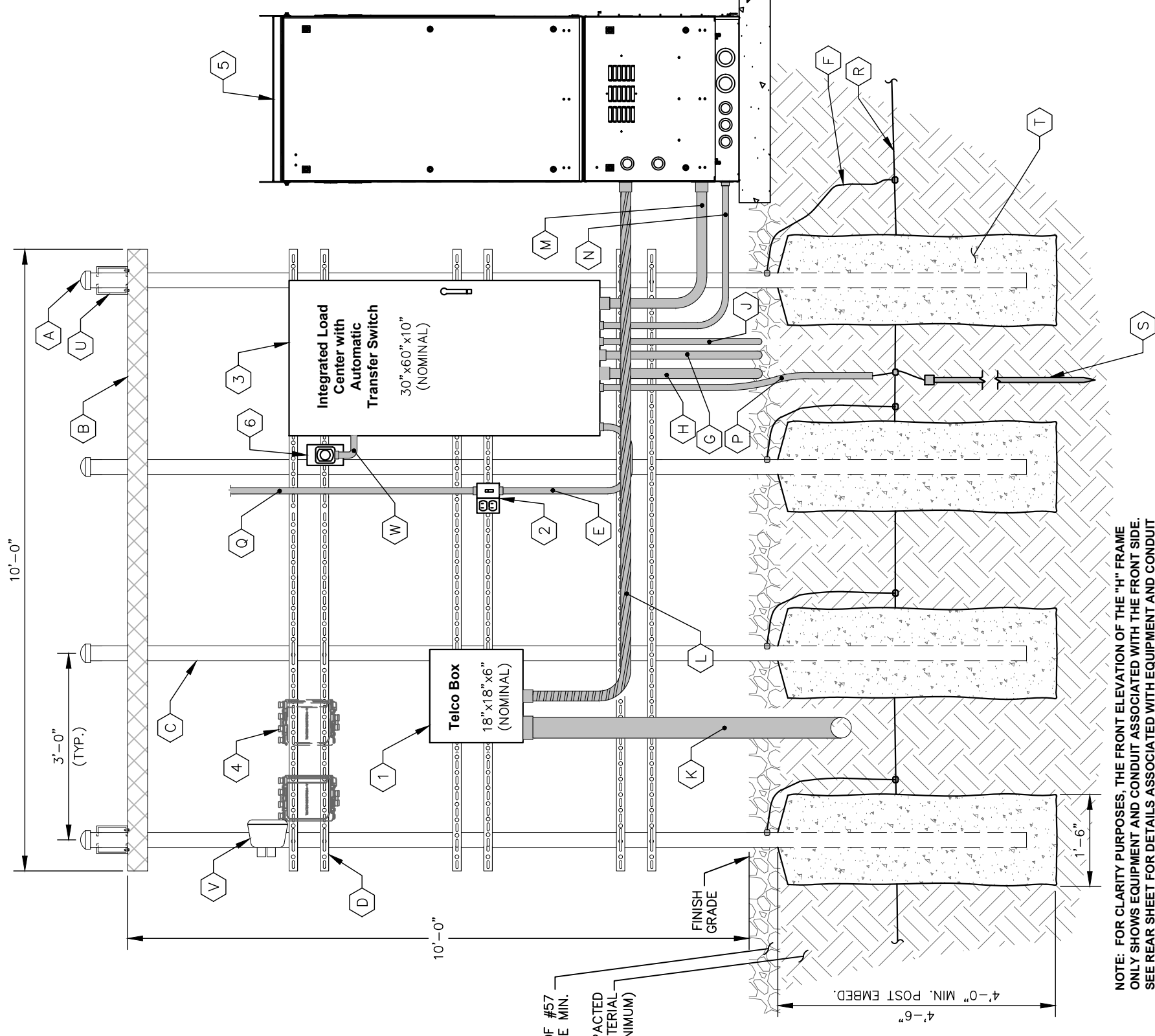
- REFER TO THE SITE PLAN FOR EQUIPMENT PAD LOCATION AND ORIENTATION.
- RUN 2" FLEX TELCO CONDUIT FROM BOTTOM OF TELCO BOX TO SIDE OF RF CABINET WITH CHASE NIPPLE THROUGH FACTORY KNOCKOUT.
- RUN 2" FLEX POWER CONDUIT AND 1" FLEX ALARM CONDUIT FROM BOTTOM OF ILC TO SIDE OF RF CABINET WITH CHASE NIPPLES THROUGH FACTORY KNOCKOUTS.
- RUN 2" FLEX FIBER CONDUIT FROM BOTTOM OF OVP TO SIDE OF RF CABINET WITH CHASE NIPPLE THROUGH FACTORY KNOCKOUT.
- RUN (1) 1/2" FLEX POWER CONDUIT FOR EVERY (6) RRU CIRCUITS FROM BOTTOM OF OVP TO SIDE OF RF CABINET WITH CHASE NIPPLE THROUGH FACTORY KNOCKOUT.
- SUPPORT FLEX CONDUIT ON HORIZONTAL H-FRAME RAILS OR ON VERTICAL SITE STRUT SNT10 RAILS ADDED TO H-FRAME FOR CONDUIT/CABLE MANAGEMENT.
- RUN HYBRID CABLE FOR TOWER MOUNTED RRU'S OVERHEAD ON TRAPEZE SUSPENDED FROM WAVE GUIDE BRIDGE. SWEEP DOWN ONTO H-FRAME RAILS, THEN LOOP UNDER OVP AND CONNECT TO BOTTOM OF OVP. ATTACH GROUND KITS TO HYBRID CABLE BEFORE LOOPING UNDER OVP, AND BOND TO TDSGA GROUND BAR AT BASE OF H-FRAME.
- RUN COAX CABLE FOR GROUND MOUNTED RRU'S (IF USED) OVERHEAD ON TRAPEZE SUSPENDED FROM WAVE GUIDE BRIDGE. TERMINATE COAX ON ICE BRIDGE AND TRANSITION TO JUMPERS JUST BEFORE REACHING H-FRAME. ATTACH GROUND KITS TO COAX CABLE ON TOWER SIDE OF LAST ICE BRIDGE POST AND BOND TO TDSGA GROUND BAR NEAR TOP OF POST.
- GPS ANTENNA TO BE MOUNTED TO STANDARD HEIGHT POST WITH EXTENDED MOUNTING PIPE, USING COMMSCOPE GPS-U MOUNTING KIT. MOUNT AS NEAR AS AS PRACTICAL TO RBA84 CABINET.
- BOLT CABINETS AND GENERATOR TO SLAB USING FASTENERS SPECIFIED BY EQUIPMENT MANUFACTURER IN FACTORY PROVIDED MOUNTING HOLES.

KEY NOTES - CONDUIT, CONDUCTORS, & MISC

- A GALVANIZED RIGID STEEL CAP, TYPICAL.
- B ICE BRIDGE, SEE CIVIL SHEETS FOR ADDITIONAL DETAILS.
- C 3" GALVANIZED RIGID STEEL PIPE, TYPICAL.
- D 1½" X 1½" GALVANIZED STEEL CHANNEL (UNISTRUT #P1000) WITH PLASTIC END CAP (UNISTRUT #P2860), TYPICAL.
- E 1" PVC CONDUIT FOR ROUTING POWER CONDUCTORS TO LIGHTS/DUPLEX OUTLET.
- F ONE (1) #2 AWG BARE SOLID TINNED COPPER BONDING CONDUCTOR (BC) FROM H-FRAME VERTICAL PIPE TO GROUND RING, EXOTHERMIC WELD BOTH ENDS.
- G 1" PVC CONDUIT FOR ROUTING GENERATOR CONTROL AND ALARM SIGNAL CABLES TO THE GENERATOR.
- H 2" PVC CONDUIT FOR ROUTING POWER CONDUCTORS TO THE GENERATOR.
- J 1" PVC CONDUIT FOR ROUTING POWER CONDUCTORS TO THE GENERATOR BATTERY CHARGER AND THE GENERATOR BLOCK HEATER.
- K 4" PVC TELCO CONDUIT, WITH TWO (2) PULL ROPES.
- L 2" FLEX CONDUIT FOR TELCO CABLES TO RF CABINET. REFER TO ROUTING NOTES ON EQUIPMENT PAD LAYOUT.
- M 2" PVC CONDUIT FOR ROUTING POWER CONDUCTORS TO RF CABINET. REFER TO ROUTING NOTES ON EQUIPMENT PAD LAYOUT.
- N 1" PVC CONDUIT FROM INTEGRATED LOAD CENTER (ILC) TO RF CABINET FOR ALARM SIGNAL CABLE. REFER TO ROUTING NOTES ON EQUIPMENT PAD LAYOUT.
- P ¾" PVC CONDUIT WITH ONE (1) - #2 AWG BARE TINNED COPPER GROUND LEAD FROM GROUNDING LUG IN ILC TO GROUND ROD, EXOTHERMIC WELD GEC TO GROUND ROD.
- Q 1" PVC CONDUIT FOR ROUTING POWER CONDUCTORS TO AREA LIGHTS.
- R GROUND RING (SEE "E" SHEETS).
- S GROUND ROD, EXOTHERMIC WELD TO GROUND RING (SEE "E" SHEETS).
- T CONCRETE FOUNDATION FOR H-FRAME VERTICAL PIPE. CONCRETE SHALL HAVE A 28 DAY COMPRESSIVE STRENGTH OF 4,000 PSI. AND INCLUDE FIBERMESH 650.
- U WB-K210-B15 HORSEHEAD SUPPORT BRACKET (SEE "WAVEGUIDE BRIDGE DETAILS" SHEET). THRU BOLTS REQUIRED FOR ATTACHMENT IN LIEU OF FACTORY PROVIDED U-BOLTS.
- V INSTALL LIGHT FIXTURES ON 60" LONG P1001A UNISTRUT RAIL (SEE "EQUIPMENT PAD LAYOUT" SHEET). ATTACH P1001A TO H-FRAME POST USING TWO (2) UB3 UNISTRUT CLAMPS. LIGHTS TO BE INSTALLED 7'-6" ABOVE GRADE.
- W 1" PVC CONDUIT FOR ROUTING POWER CONDUCTORS FROM THE ILC TO THE EMERGENCY GENERATOR STOP SWITCH.

KEY NOTES - ELECTRICAL EQUIPMENT

- 1 NEMA 3R ENCLOSURE TELCO BOX WITH REMOVABLE FRONT PANEL, PVC, (18" X 18" X 6" NOMINAL).
- 2 20 AMP GFCI DUPLEX RECEPTACLE AND TIMER SWITCH, ENERLITES HET06 SERIES (OR APPROVED EQUIVALENT) IN LOCKABLE NEMA 3R ENCLOSURE, 2 GANG BOX WITH RED DOT 2CKPM-W COVER.
- 3 200 AMP, 120/240 VOLT, INTEGRATED LOAD CENTER WITH 42 SPACE PANEL AND AUTOMATIC TRANSFER SWITCH (30" X 60" X 10" NOMINAL).
- 4 DIPLEXERS "AS NEEDED".
- 5 VERIZON RF CABINET-REAR VIEW.
- 6 EMERGENCY SHUTOFF SWITCH FOR GENERATOR MOUNTED ON 4' X 7' GALVANIZED J-BOX COVER PLATE.



NOTE: FOR CLARITY PURPOSES, THE FRONT ELEVATION OF THE "H" FRAME ONLY SHOWS EQUIPMENT AND CONDUIT ASSOCIATED WITH THE FRONT SIDE. SEE REAR SHEET FOR DETAILS ASSOCIATED WITH EQUIPMENT AND CONDUIT MOUNTED ON THE REAR SIDE OF THE "H" FRAME.

1 EQUIPMENT RACK DETAILS - FRONT

C4 NOT TO SCALE



PROJECT INFORMATION:
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 POND FORK
 SITE No.: 581347
 FUZE PROJECT #: 16350691
 4410 HOLLY SPRINGS ROAD
 GILLSVILLE, GA 30543
 HALL COUNTY

PLANS PREPARED BY:
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A	04/29/21	PRELIMINARY	DRG		

ISSUED FOR: BY:
 DATE: _____



KHA PROJECT NUMBER:
 013509266
 DRAWN BY: _____
 TDM
 CHECKED BY: _____
 TRN

SHEET TITLE:
**EQUIPMENT RACK
 DETAIL - FRONT**

SHEET NUMBER:
C4

PROJECT INFORMATION:

SITE NAME:
POND FORK
SITE No.: 581347
FUZE PROJECT #: 16350691
4410 HOLLY SPRINGS ROAD
GILLSVILLE, GA 30543
HALL COUNTY

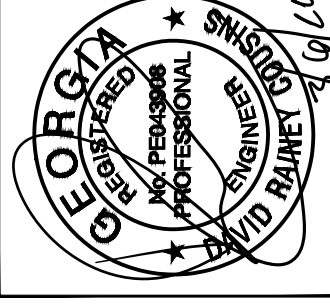
PLANS PREPARED BY:

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REV. DATE: ISSUED FOR: BY:

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1	08/31/21	CONSTRUCTION DRC
0	05/18/21	CONSTRUCTION DRC
A	04/29/21	PRELIMINARY DRC

LICENSER:



KHA PROJECT NUMBER:

013509266

DRAWN BY: TDM

CHECKED BY: TRN

SHEET TITLE:

EQUIPMENT RACK
DETAIL - REAR

SHEET NUMBER:

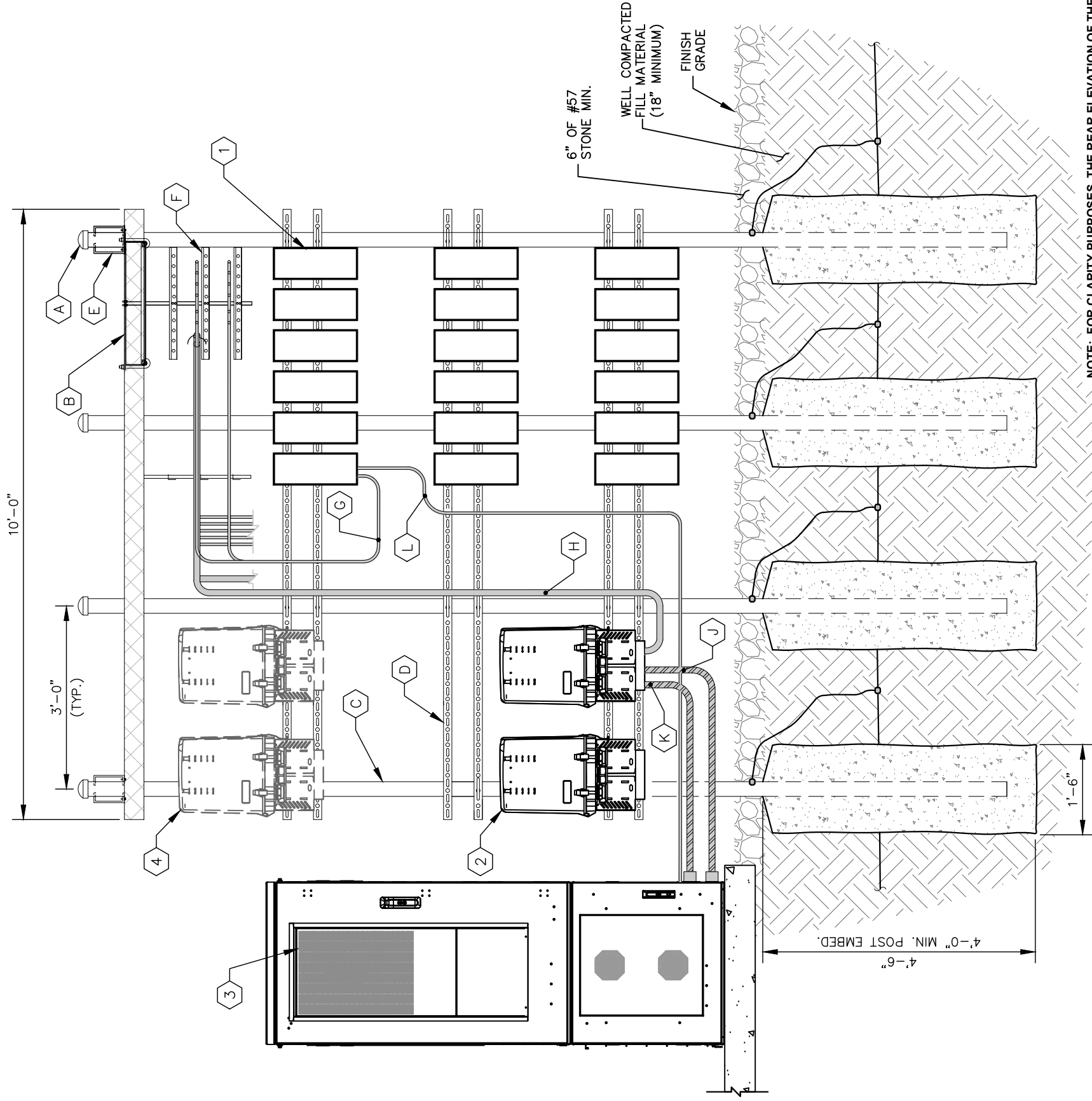
C5

KEY NOTES - CONDUIT, CONDUCTORS, & MISC

- A GALVANIZED RIGID STEEL CAP, TYPICAL.
- B ICE BRIDGE, SEE CIVIL SHEETS FOR ADDITIONAL DETAILS.
- C 3" GALVANIZED RIGID STEEL PIPE, TYPICAL.
- D 1½" X 1½" GALVANIZED STEEL CHANNEL (UNISTRUT #P1000) WITH PLASTIC END CAP (UNISTRUT #P2860), TYPICAL.
- E WB-K210-B15 HORSEHEAD SUPPORT BRACKET (SEE "WAVEGUIDE BRIDGE DETAILS" SHEET). THRU BOLTS REQUIRED FOR ATTACHMENT IN LIEU OF FACTORY PROVIDED U-BOLTS.
- F ICE BRIDGE RUNNING TOWARDS TOWER (SEE "EQUIPMENT PAD LAYOUT" SHEET).
- G COAX JUMPER CABLES INTO BOTTOM OF RRU'S, TYPICAL.
- H HYBRID CABLES RUNNING INTO BOTTOM OF RAYCAPS, TYPICAL (SEE NOTE 7 ON "EQUIPMENT PAD LAYOUT" SHEET).
- J 1½" POWER FLEX CONDUIT RUNNING FROM BOTTOM OF RAYCAPS TO CABINET, TYPICAL (SEE "EQUIPMENT PAD LAYOUT" SHEET).
- K 2" FIBER FLEX CONDUIT RUNNING FROM BOTTOM OF RAYCAPS TO CABINET, TYPICAL (SEE "EQUIPMENT PAD LAYOUT" SHEET).
- L FIBER/POWER JUMPER TO RRU (TYP. FOR EACH RRU).

KEY NOTES - ELECTRICAL EQUIPMENT

- 1 VERIZON RF RRU'S (MODEL, QUANTITY OF, AND CONFIGURATION DETERMINED BY RF DESIGN).
- 2 VERIZON RAYCAPS (MODEL, QUANTITY OF, AND CONFIGURATION DETERMINED BY RF DESIGN).
- 3 VERIZON RF CABINET-FRONT VIEW.
- 4 FUTURE VERIZON RAYCAPS.



NOTE: FOR CLARITY PURPOSES, THE REAR ELEVATION OF THE "H" FRAME ONLY SHOWS EQUIPMENT AND CONDUIT ASSOCIATED WITH THE REAR SIDE. SEE FRONT SHEET FOR DETAILS ASSOCIATED WITH EQUIPMENT AND CONDUIT MOUNTED ON THE FRONT SIDE OF THE "H" FRAME.

1 EQUIPMENT RACK DETAILS - REAR

NOT TO SCALE

C5



10300 OLD ALABAMA ROAD CONNECTOR
ALPHARETTA, GEORGIA 30022

PROJECT INFORMATION:

SITE NAME:
POND FORK
SITE No.: 581347
FUZE PROJECT #: 16350691
4410 HOLLY SPRINGS ROAD
GILLSVILLE, GA 30543
HALL COUNTY

PLANS PREPARED BY:

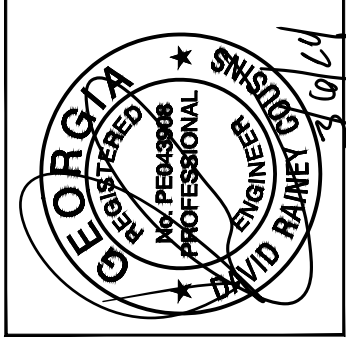


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REV: DATE: ISSUED FOR: BY:

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LICENSER:



KHA PROJECT NUMBER:

013509266

DRAWN BY:

TDM

CHECKED BY:

TRN

SHEET TITLE:

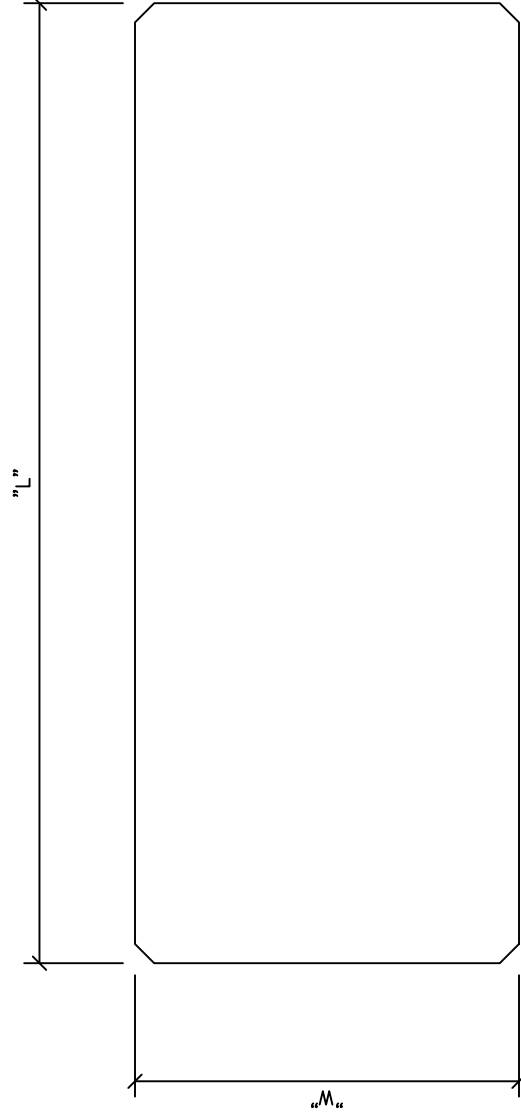
CONCRETE PAD
FOUNDATION
DETAILS

SHEET NUMBER:

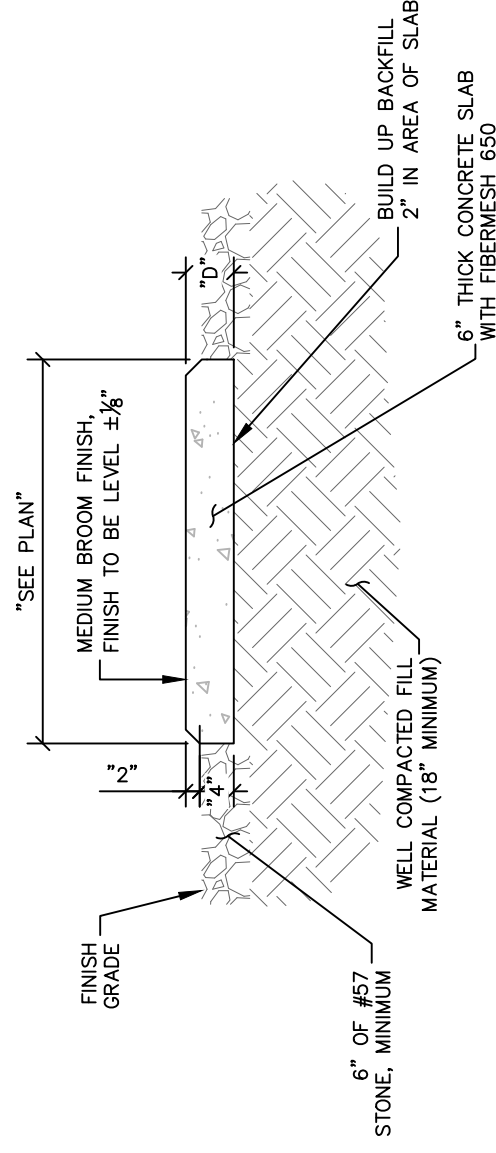
C6

CONCRETE PAD SCHEDULE

PAD TYPE	"L"	"W"	"D"	REINFORCEMENT
EQUIPMENT PAD	10'-0"	4'-0"	6"	SEE DETAIL 2/C6
GENERATOR PAD	8'-0"	3'-6"	6"	SEE DETAIL 2/C6



1 CONCRETE PAD PLAN
C6 NOT TO SCALE



2 CONCRETE PAD FOUNDATION SECTION
C6 NOT TO SCALE



10300 OLD ALABAMA ROAD, CONNECTOR
ALPHARETTA, GEORGIA 30022

PROJECT INFORMATION:

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POND FORK
SITE No.: 581347
FUZE PROJECT #: 16350691
4410 HOLLY SPRINGS ROAD
GILLSVILLE, GA 30543
HALL COUNTY

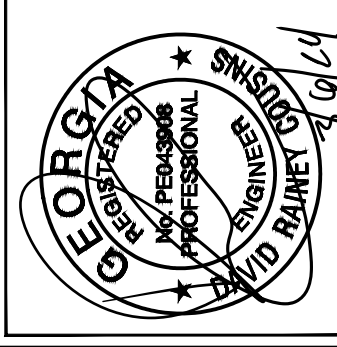
PLANS PREPARED BY:

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KHA PROJECT NUMBER:

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TDM

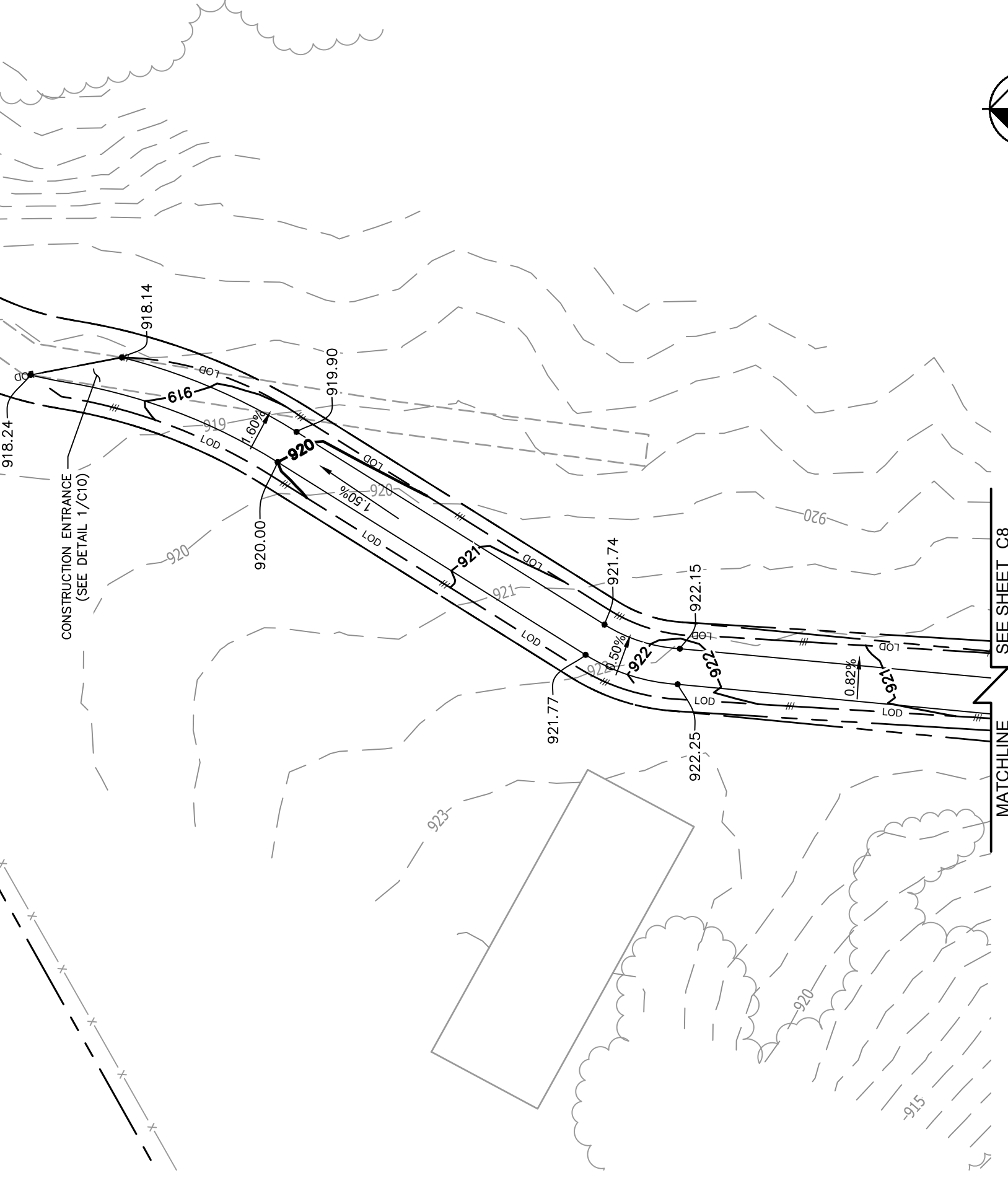
TRN

SHEET TITLE:

GRADING AND
EROSION
CONTROL PLAN

SHEET NUMBER:

C8.1



1 GRADING & EROSION CONTROL PLAN
C8.1 SCALE: 1" = 40'

NOTE:
CURRENT DESIGN ANTICIPATES APPROXIMATELY 28,564± SQ. FT. (0.66 ACRES) OF CLEARING AND GRADING FOR THE PROPOSED PROJECT. IF ADDITIONAL CLEARING IS REQUIRED BEYOND WHAT IS SHOWN IN THE PLANS THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND/OR PROJECT MANAGER.

- GRADING NOTES:**
1. THE CONTRACTOR SHALL CLEAR AND GRUB THE SITE AND PLACE, COMPACT, AND MOISTURE CONDITION ALL FILL PER THE PROJECT GEOTECHNICAL ENGINEERS SPECIFICATIONS. FILL MATERIAL SHALL BE APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO PLACEMENT.
 2. ALL PROPOSED CONTOURS AND SPOT ELEVATIONS REFLECT FINISHED GRADES. CONTRACTOR SHALL BLEND EARTHWORK SMOOTHLY TO TRANSITION BACK TO EXISTING GRADE.
 3. PORTIONS OF THE SITE NOT SPECIFICALLY MENTIONED WITHIN THE GEOTECHNICAL REPORT SHALL BE COMPACTED TO 95 PERCENT OF THE MATERIALS MAXIMUM DRY DENSITY WITHIN 3 PERCENT OF OPTIMUM MOISTURE CONTENT.
 4. FILL SHALL BE PLACED IN MAXIMUM 8 INCH LOOSE LIFTS.
 5. UNDISTURBED AREAS WITHIN 30' INGRESS/EGRESS EASEMENT NOT NEEDED FOR UTILITY ROUTING TO BE LEFT UNDISTURBED.
 6. GROUND WATER SHOULD BE REASONABLY EXPECTED. ANY DE-WATERING OR MOISTURE CONDITIONING IS THE RESPONSIBILITY OF THE CONTRACTOR AND SHOULD BE INCLUDED IN THE CONTRACT PRICE.
 7. SEED ALL DISTURBED AREAS NOT TOPPED WITH GRAVEL PER SEEDING SCHEDULE ON DETAIL ON SHEET C9.
 8. MAXIMUM CUT SLOPE = 2H:1V UNLESS OTHERWISE NOTED.
 9. MAXIMUM FILL SLOPE = 3H:1V UNLESS OTHERWISE NOTED.

LEGEND

EXISTING CONTOURS	---
PROPOSED CONTOURS	---
LOD/SILT FENCE	--- LOD --- //
TPF	--- TPF ---
EXISTING SPOT ELEVATION	x XXX
PROPOSED SPOT ELEVATION	● XXX



10300 OLD ALABAMA ROAD CONNECTOR
ALPHARETTA, GEORGIA 30022

PROJECT INFORMATION:

SITE NAME:
POND FORK
SITE No.: 581347
FUZE PROJECT #: 16350691
4410 HOLLY SPRINGS ROAD
GILLSVILLE, GA 30543
HALL COUNTY

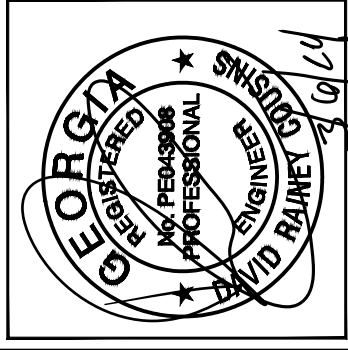
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LICENSER:



KHA PROJECT NUMBER:

013509266

DRAWN BY: CHECKED BY:

TDM

TRN

SHEET TITLE:

GRADING AND
EROSION
CONTROL PLAN

SHEET NUMBER:

C8.2

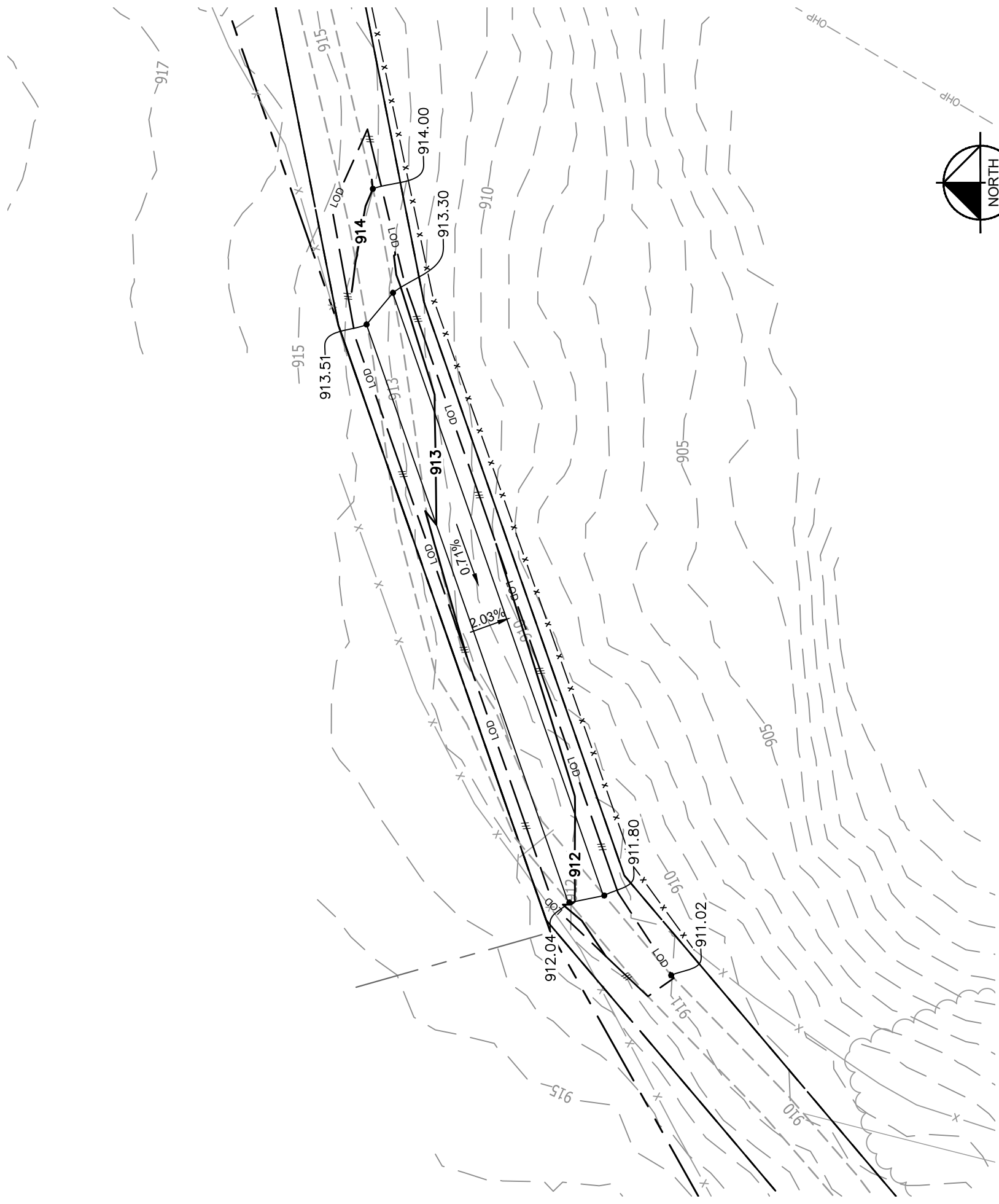
NOTE:
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GRADING NOTES:

1. THE CONTRACTOR SHALL CLEAR AND GRUB THE SITE AND PLACE, COMPACT, AND MOISTURE CONDITION ALL FILL PER THE PROJECT GEOTECHNICAL ENGINEERS SPECIFICATIONS. FILL MATERIAL SHALL BE APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO PLACEMENT.
2. ALL PROPOSED CONTOURS AND SPOT ELEVATIONS REFLECT FINISHED GRADES. CONTRACTOR SHALL BLEND EARTHWORK SMOOTHLY TO TRANSITION BACK TO EXISTING GRADE.
3. PORTIONS OF THE SITE NOT SPECIFICALLY MENTIONED WITHIN THE GEOTECHNICAL REPORT SHALL BE COMPACTED TO 95 PERCENT OF THE MATERIALS MAXIMUM DRY DENSITY WITHIN 3 PERCENT OF OPTIMUM MOISTURE CONTENT.
4. FILL SHALL BE PLACED IN MAXIMUM 8 INCH LOOSE LIFTS.
5. UNDISTURBED AREAS WITHIN 30' INGRESS/EGRESS EASEMENT NOT NEEDED FOR UTILITY ROUTING TO BE LEFT UNDISTURBED.
6. GROUND WATER SHOULD BE REASONABLY EXPECTED. ANY DE-WATERING OR MOISTURE CONDITIONING IS THE RESPONSIBILITY OF THE CONTRACTOR AND SHOULD BE INCLUDED IN THE CONTRACT PRICE.
7. SEED ALL DISTURBED AREAS NOT TOPPED WITH GRAVEL PER SEEDING SCHEDULE ON DETAIL ON SHEET C9.
8. MAXIMUM CUT SLOPE = 2H:1V UNLESS OTHERWISE NOTED.
9. MAXIMUM FILL SLOPE = 3H:1V UNLESS OTHERWISE NOTED.

LEGEND

- EXISTING CONTOURS ————
- PROPOSED CONTOURS ————
- LOD/SILT FENCE ——— LOD ———
- TPF ——— TPF ——— TPF
- EXISTING SPOT ELEVATION x
- PROPOSED SPOT ELEVATION ●



1 GRADING & EROSION CONTROL PLAN

C8.2 SCALE: 1" = 40'



10300 OLD ALABAMA ROAD, CONNECTOR
ALPHARETTA, GEORGIA 30022

PROJECT INFORMATION:

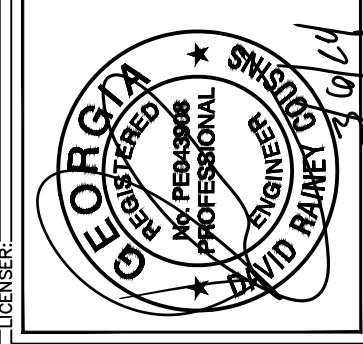
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KHA PROJECT NUMBER:

013509266

DRAWN BY: CHECKED BY:

TDM

TRN

SHEET TITLE:

GRADING AND
EROSION
CONTROL DETAILS

SHEET NUMBER:

C9

SEEDING SCHEDULE FOR WINTER / SPRING
CONSTRUCTION ACTIVITIES

SEEDING MIXTURE

Species	Rate (lb/acre)
Rye (grain)	120
Annual lespedeza (Kobe in Piedmont and Coastal Plain, Korean in Mountains)	50

Omit annual lespedeza when duration of temporary cover is not to extend beyond June.

SEEDING DATES

Mountains--	Above 2500 ft:	Feb 15 - May 15
	Below 2500 ft.:	Feb. 1 - May 1
Piedmont--	Jan. 1 - May 1	
Coastal Plain--	Dec. 1 - Apr. 15	

SOIL AMENDMENTS

Follow recommendations of soil tests or apply 2,000 lb/acre ground agricultural limestone and 750 lb/acre 10-10-10 fertilizer.

MULCH

Apply 4,000 lb/acre straw. Anchor straw by tacking with asphalt, netting, or a mulch anchoring tool. A disk with blades set nearly straight can be used as a mulch anchoring tool.

MAINTENANCE

Refertilize if growth is not fully adequate. Reseed, refertilize and mulch immediately following erosion or other damage.

SEEDING SCHEDULE FOR SUMMER
CONSTRUCTION ACTIVITIES

SEEDING MIXTURE

Species	Rate (lb/acre)
Common Bermudagrass	40-80 (1-2 lb/1,000 sq. ft.)

SEEDING DATES
Coastal Plain--Apr. 1 - July
Piedmont--Apr. 15 - June 30

SOIL AMENDMENTS

Apply lime and fertilizer according to soil tests, or apply 3,000 lb/acre ground agricultural limestone and 500 lb/acre 10-10-10 fertilizer.

MULCH

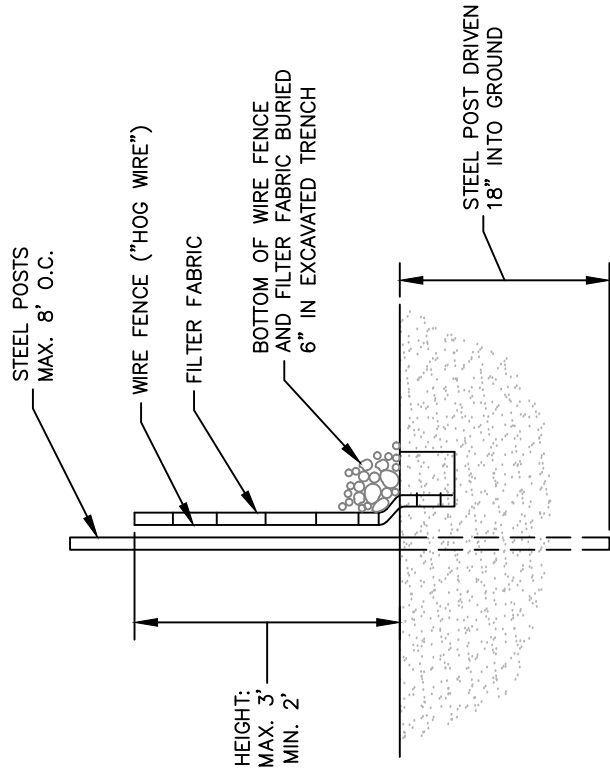
Use jute, excelsior matting, or other effective channel lining material to cover the bottom of channels and ditches. The lining should extend above the highest calculated depth of flow. On channel side slopes above this height, and in drainages not requiring temporary lining, apply 4,000 lb/acre grain straw and anchor straw by stapling netting over the top.

MAINTENANCE

A minimum of 3 weeks is required for establishment. Inspect and repair mulch frequently. Refertilize the following Apr. with 50 lb/acre nitrogen.

EROSION CONTROL NOTES:

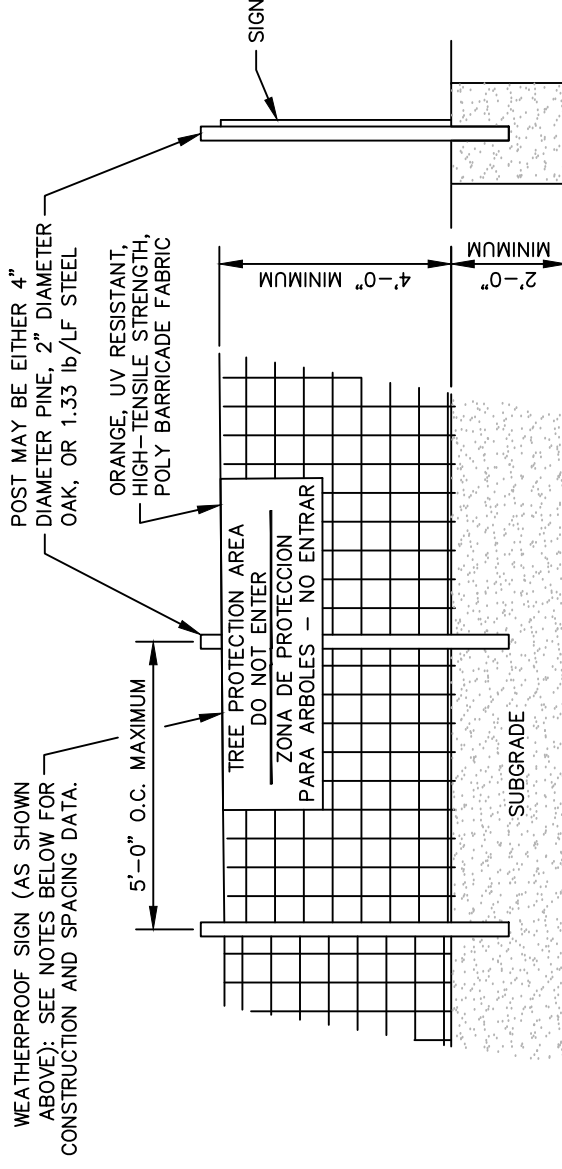
- EROSION CONTROLS SHALL BE INSTALLED PRIOR TO CONSTRUCTION AND SHALL BE ADEQUATE TO MAINTAIN SEDIMENT ON SITE.
- ALL EXCAVATED SOILS NOT NEEDED ON SITE FOR BACKFILL OPERATIONS SHALL BECOME PROPERTY OF THE CONTRACTOR AND SHALL BE TAKEN OFF SITE AND LEGALLY DISPOSED OF.
- SOIL REMAINING ON SITE SHALL HAVE SILT FENCE TIGHTLY PLACED AROUND THE ENTIRE CIRCUMFERENCE OF THE PILE.
- PROVIDE EROSION CONTROLS AS NECESSARY TO PREVENT EXISTING SOILS FROM DRAINING OFF SITE OR INTO EXISTING DRAINAGE STRUCTURES.
- ERECTION OF EROSION CONTROLS SHALL BE IN ACCORDANCE WITH STATE AND LOCAL EROSION CONTROL REGULATIONS.



SECTION

1 SEDIMENT FENCE (SILT FENCE)

NOT TO SCALE



NOTES
INSTALL TREE PROTECTION FENCE AND SIGNAGE PRIOR TO CALLING FOR SITE INSPECTION. MAINTAIN TREE PROTECTION FENCE THROUGHOUT DURATION OF PROJECT. ADDITIONAL SIGNS MAY BE REQUIRED BASED ON ACTUAL FIELD CONDITIONS.

2 TREE PROTECTION FENCE

NOT TO SCALE



10300 OLD ALABAMA ROAD CONNECTOR
ALPHARETTA, GEORGIA 30022

PROJECT INFORMATION:

SITE NAME:
POND FORK
SITE No.: 581347
FUZE PROJECT #: 16350691
4410 HOLLY SPRINGS ROAD
GILLSVILLE, GA 30543
HALL COUNTY

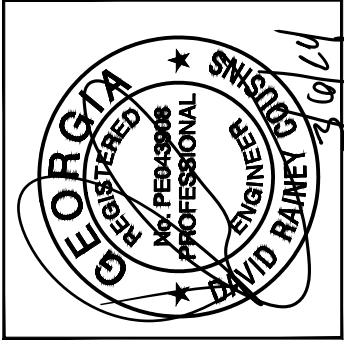
PLANS PREPARED BY:

Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

REV. DATE: ISSUED FOR: BY:

7			
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5			
4			
3	03/06/24	CONSTRUCTION	DRC
2	01/26/22	CONSTRUCTION	DRC
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A	04/29/21	PRELIMINARY	DRC

LICENSER:



KHA PROJECT NUMBER:

013509266

DRAWN BY:

TDM

CHECKED BY:

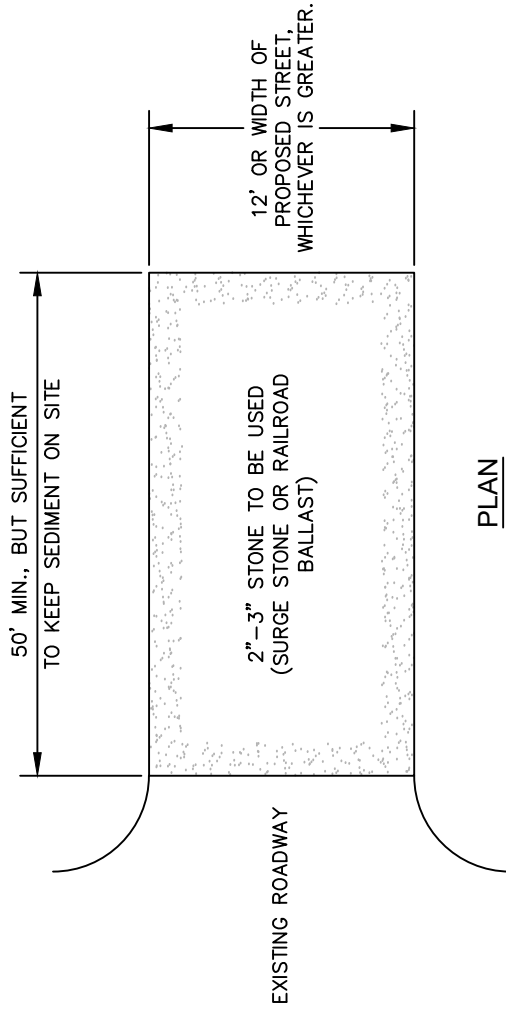
TRN

SHEET TITLE:

ACCESS ROAD
DETAILS

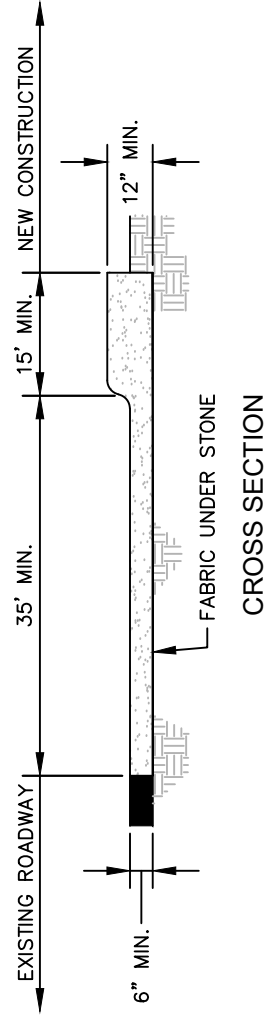
SHEET NUMBER:

C10



PLAN

- NOTES:
1. PUT SILT FENCE OR TREE PROTECTION FENCE UP TO ENSURE CONSTRUCTION ENTRANCE IS USED.
 2. IF CONSTRUCTION ON THE SITES ARE SUCH THAT THE MUD IS NOT REMOVED BY THE VEHICLE TRAVELING OVER THE STONE, THEN THE TIRES OF THE VEHICLES MUST BE WASHED BEFORE ENTERING THE PUBLIC ROAD.
 3. IF A PROJECT CONTINUES TO PULL MUD AND DEBRIS ON TO THE PUBLIC ROAD, THE GOVERNING AUTHORITY WILL CLEAN THE AREA AND INVOICE THE FINANCIALLY RESPONSIBLE PERSON AS INDICATED ON THE FINANCIAL RESPONSIBILITY FORM.

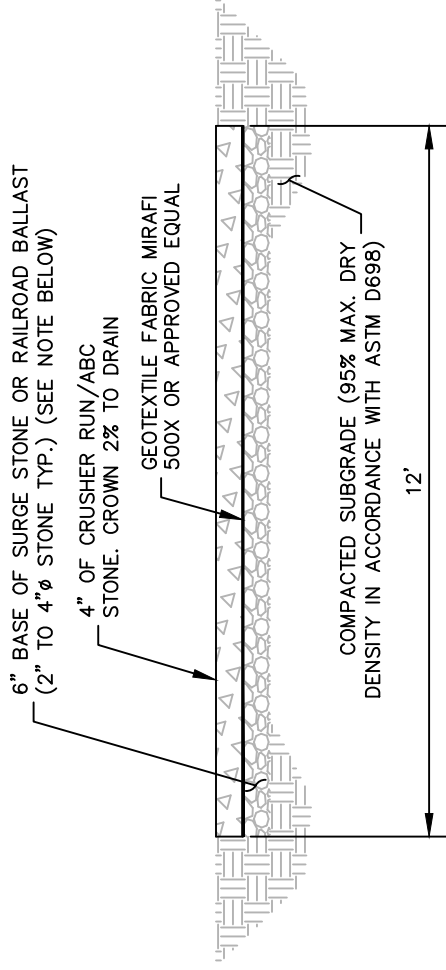


1 CONSTRUCTION ENTRANCE

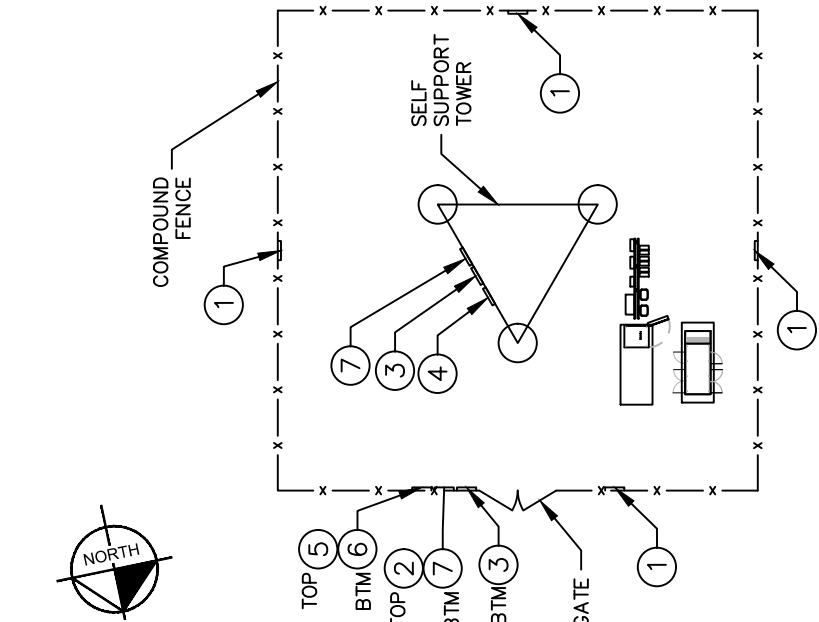
NOT TO SCALE

2 STANDARD ACCESS ROAD AND TURN-AROUND DETAIL

NOT TO SCALE



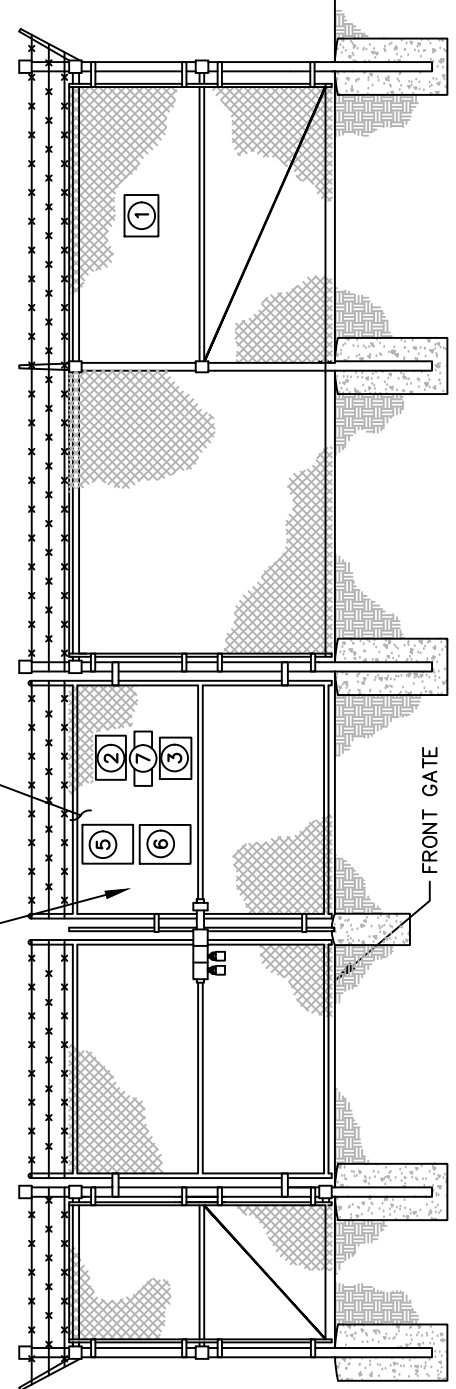
NOTE:
IF DETERMINED NECESSARY DURING GRADING AND CONSTRUCTION OF THE ACCESS ROAD BY THE VERIZON WIRELESS PROJECT MANAGER, THE CONTRACTOR SHALL INSTALL 6" BASE OF SURGE STONE OR RAILROAD BALLAST (2" TO 4" STONE TYP.)



NOTE: SEE TYPICAL SIGNS AND SPECIFICATIONS
DETAIL ON THIS SHEET FOR SIGN DESIGNATIONS.

1 SIGN PLACEMENT PLAN VIEW
C11 NOT TO SCALE

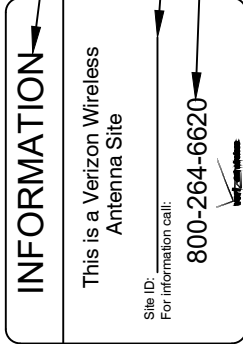
HERE AND ON ANY
GATED ACCESS ENTRY



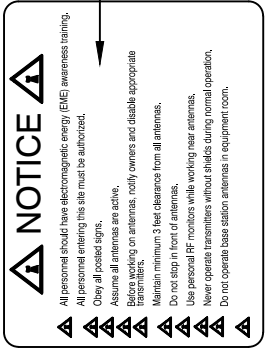
3 SIGN PLACEMENT FRONT GATE VIEW
C11 NOT TO SCALE



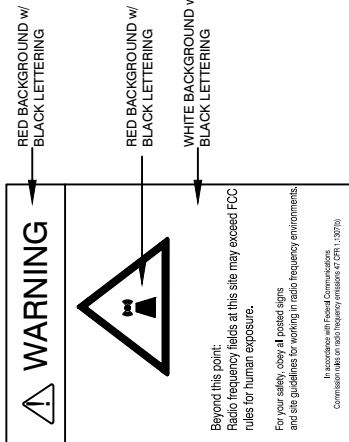
1 NO-TRESPASSING SIGN
18" HIGH X 24" WIDE
(OPERATIONS PROVIDED)



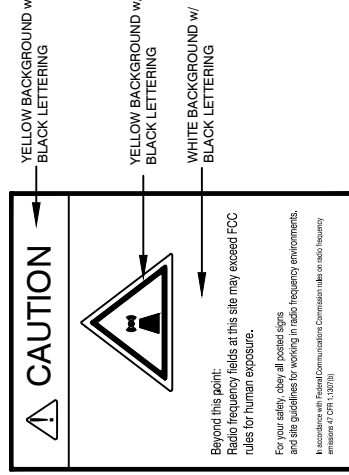
2 VERIZON WIRELESS - SITE ID SIGN
15" HIGH X 23" WIDE
(OPERATIONS PROVIDED)



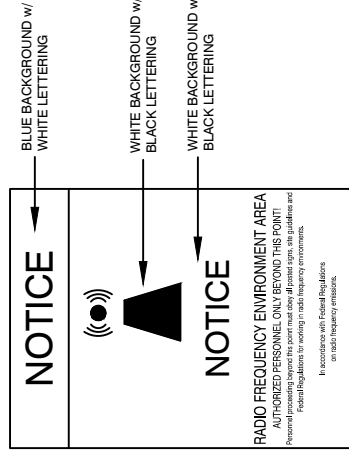
3 NOTICE-RFE SIGN
12" WIDE X 18" HIGH
(OPERATIONS PROVIDED)



4 WARNING-RF SIGN (RED)
12" WIDE X 18" HIGH



5 CAUTION-RF SIGN (YELLOW)
12" WIDE X 18" HIGH



6 NOTICE-RF SIGN (BLUE)
12" WIDE X 18" HIGH



7 FCC REGISTRATION SIGN
20 WIDE X 4" HIGH

2 TYPICAL SIGNS AND SPECIFICATIONS
C11 NOT TO SCALE

SIGNAGE NOTES:
1. SIGNS SHALL BE FABRICATED FROM CORROSION RESISTANT PRESSED METAL, AND PAINTED WITH LONG LASTING UV RESISTANT COATINGS.
2. SIGNS (EXCEPT WHERE NOTED OTHERWISE) SHALL BE MOUNTED TO THE TOWER, GATE, AND FENCE USING A MINIMUM OF 9 GAUGE ALUMINUM WIRE, HOG RINGS (AS UTILIZED IN FENCE INSTALLATIONS) OR BRACKETS WHERE NECESSARY. BRACKETS SHALL BE OF SIMILAR METAL AS THE STRUCTURE TO AVOID GALVANIC CORROSION.



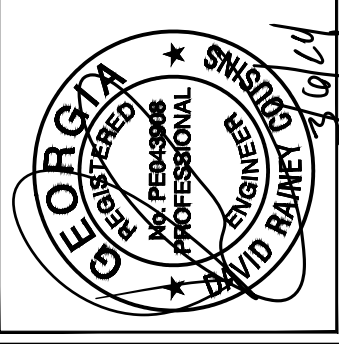
PROJECT INFORMATION:
SITE NAME:
POND FORK
SITE No.: 581347
FUZE PROJECT #: 16350691
4410 HOLLY SPRINGS ROAD
GILLSVILLE, GA 30543
HALL COUNTY



PLANS PREPARED BY:
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

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LICENSER:
KHA PROJECT NUMBER: 013509266
DRAWN BY: TDM
CHECKED BY: TRN

SHEET TITLE:
SITE SIGNAGE
DETAILS

SHEET NUMBER:
C11

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4410 HOLLY SPRINGS ROAD
GILLSVILLE, GA 30543
HALL COUNTY

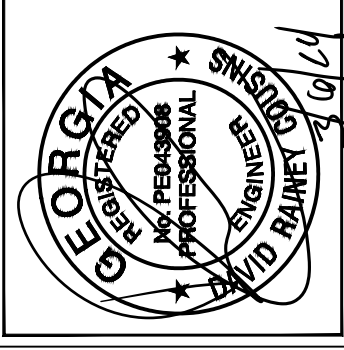
PLANS PREPARED BY:

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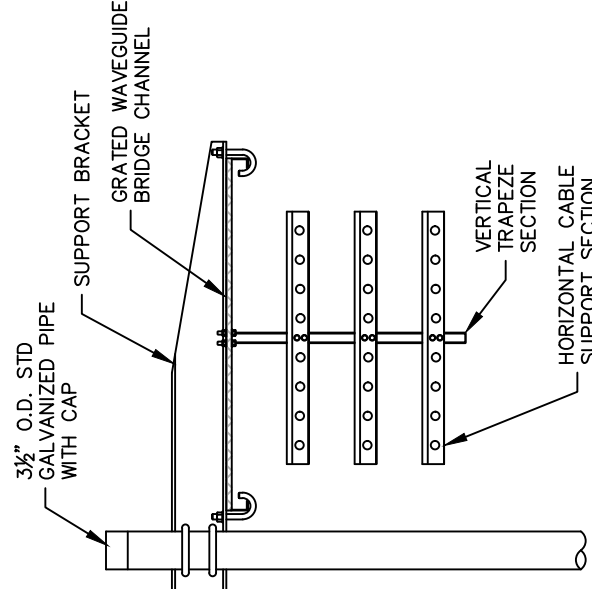
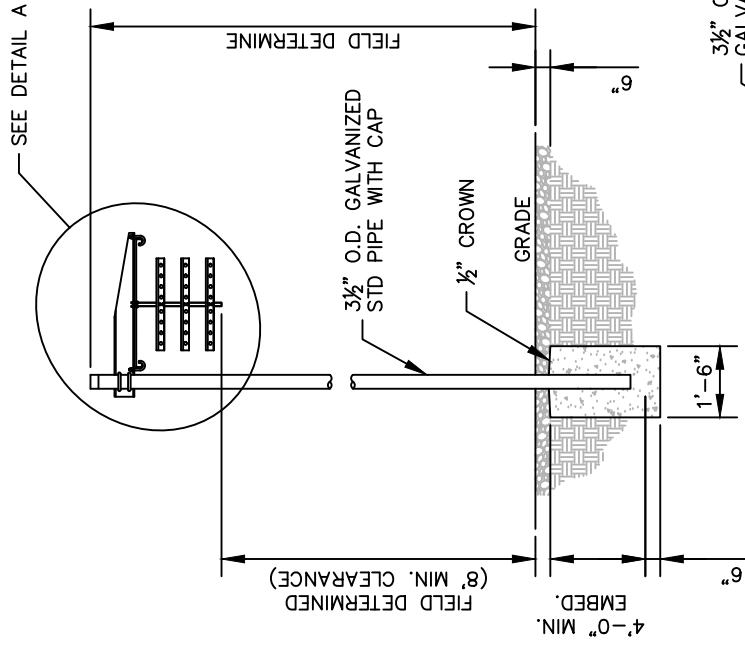
TDM TRN

SHEET TITLE:

WAVEGUIDE
BRIDGE DETAILS

SHEET NUMBER:

C12



DETAIL A

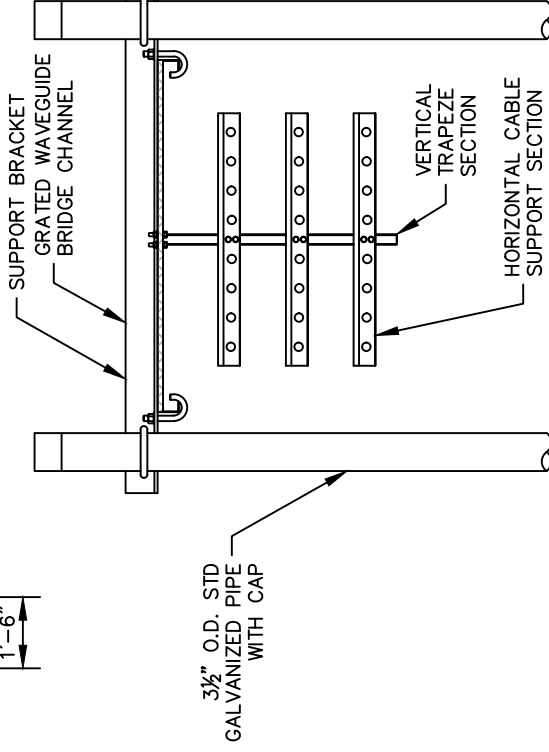
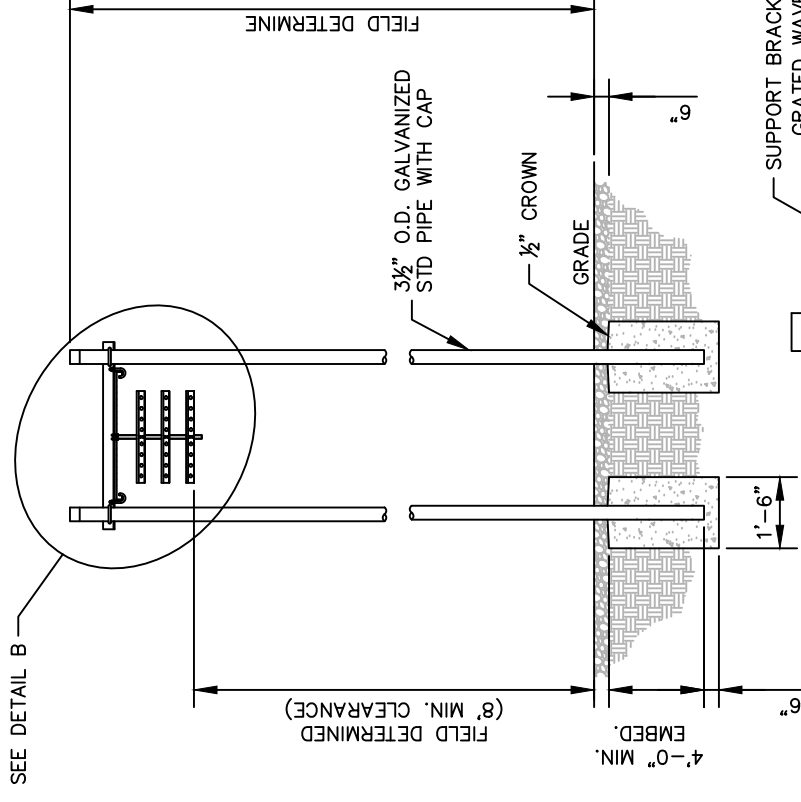
ANDREW 1 POST WAVEGUIDE BRIDGE
KIT (PART #: WB-K210-B15, OR
APPROVED EQUIVALENT)

NOTE:

1. ALL MATERIALS FURNISHED BY CONTRACTOR UNLESS OTHERWISE NOTED.

1 WAVEGUIDE BRIDGE DETAIL

C12 NOT TO SCALE



DETAIL B

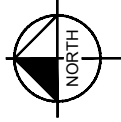
ANDREW 2 POST WAVEGUIDE BRIDGE
KIT (PART #: WB-K410-B15, OR
APPROVED EQUIVALENT)

NOTE:

1. ALL MATERIALS FURNISHED BY CONTRACTOR UNLESS OTHERWISE NOTED.

2 WAVEGUIDE BRIDGE DETAIL (ALT DESIGN - 2 PIPE COLUMNS)

C12 NOT TO SCALE



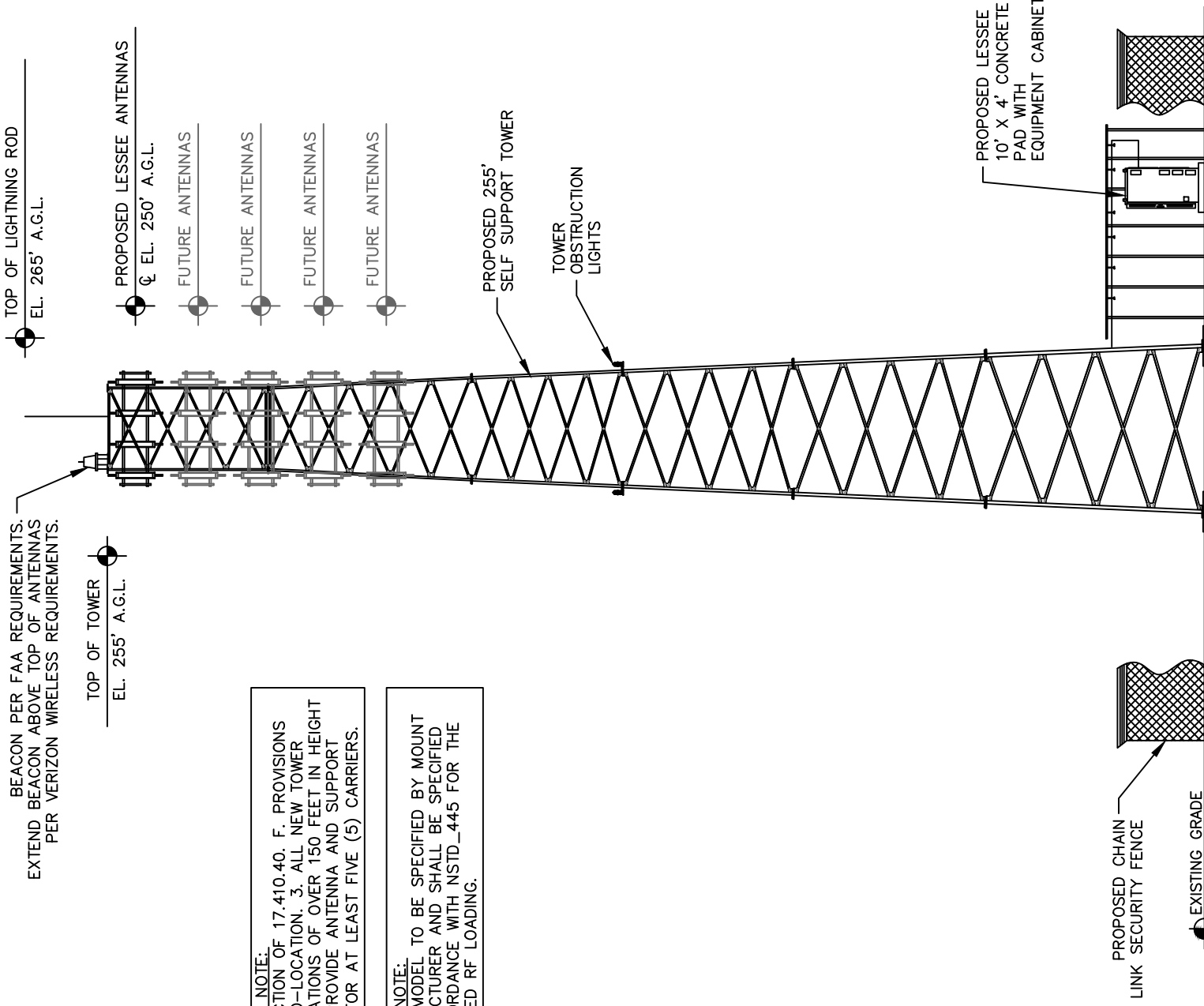
NOTE:
RADIO FREQUENCY DESIGN SHEET NOT AVAILABLE AT THIS TIME. PLEASE REFER TO THE CONSTRUCTION RFDS FOR FINAL ANTENNA AND APPURTENANCE CONFIGURATIONS.

1 ANTENNA ORIENTATION PLAN

(NOT TO SCALE, FOR ILLUSTRATIVE PURPOSES ONLY, SEE STRUCTURAL ANALYSIS BY OTHERS TO CONFIRM ANTENNA MOUNT TYPE)

CARRIER NOTE:
PER SECTION OF 17.410.40. F. PROVISIONS FOR CO-LOCATION. 3. ALL NEW TOWER INSTALLATIONS OF OVER 150 FEET IN HEIGHT SHALL PROVIDE ANTENNA AND SUPPORT SPACE FOR AT LEAST FIVE (5) CARRIERS.

MOUNT NOTE:
MOUNT MODEL TO BE SPECIFIED BY MOUNT MANUFACTURER AND SHALL BE SPECIFIED IN ACCORDANCE WITH NSTD_445 FOR THE PROPOSED RF LOADING.



BEACON PER FAA REQUIREMENTS.
EXTEND BEACON ABOVE TOP OF ANTENNAS
PER VERIZON WIRELESS REQUIREMENTS.

TOP OF TOWER
EL. 255' A.G.L.

TOP OF LIGHTNING ROD
EL. 265' A.G.L.

PROPOSED LESSEE ANTENNAS
Ø EL. 250' A.G.L.

FUTURE ANTENNAS

FUTURE ANTENNAS

FUTURE ANTENNAS

FUTURE ANTENNAS

PROPOSED 255'
SELF SUPPORT TOWER

TOWER
OBSTRUCTION
LIGHTS

PROPOSED LESSEE
10' X 4' CONCRETE
PAD WITH
EQUIPMENT CABINET

PROPOSED CHAIN
LINK SECURITY FENCE

EXISTING GRADE
(±0' A.G.L.)

2 SELF SUPPORT TOWER ELEVATION - N VIEW (FACING S)

NOT TO SCALE

NOTES:

1. ALL PROPOSED ATTACHMENTS TO TOWER BASED ON TOWER DESIGN DRAWINGS BY OTHERS (SEE GENERAL NOTE 1.07, SHEET N1).
2. THE TOWER ELEVATION SHOWN IS FOR REFERENCE ONLY.
3. COAX/FIBER CABLE LENGTHS ARE APPROXIMATE. CONTRACTOR TO VERIFY CORRECT LENGTH IN FIELD AT TIME OF CONSTRUCTION.
4. PROPOSED TOWER WILL BE GALVANIZED STEEL—GRAY IN COLOR.



10300 OLD ALABAMA ROAD, CONNECTOR
ALPHARETTA, GEORGIA 30022

PROJECT INFORMATION:

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FUZE PROJECT #: 16350691
4410 HOLLY SPRINGS ROAD
GILLSVILLE, GA 30543
HALL COUNTY

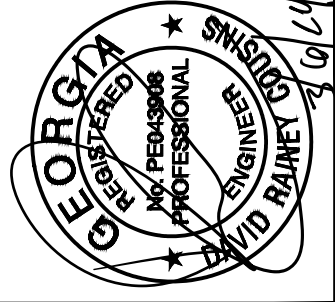
PLANS PREPARED BY:

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LICENSER:



KHA PROJECT NUMBER:

013509266

DRAWN BY: CHECKED BY:

TDM TRN

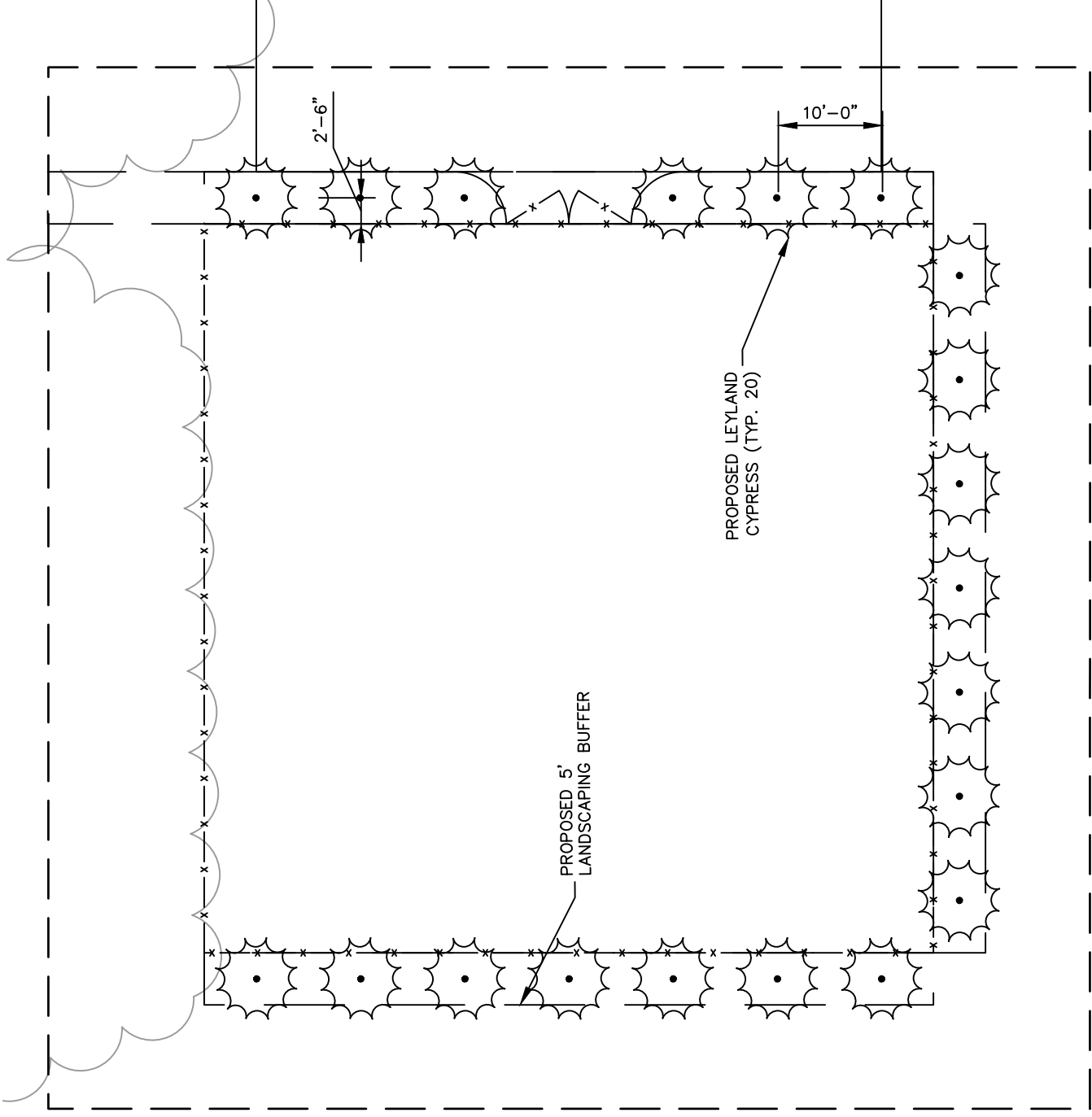
SHEET TITLE:

**ANTENNA AND
TOWER ELEVATION
DETAILS**

SHEET NUMBER:

C13

NOTE:
EXISTING NATURAL VEGETATION TO BE MAINTAINED AS A BUFFER ALONG WESTERLY SIDE OF COMPOUND.



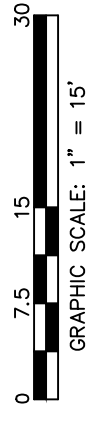
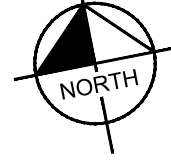
1
L1 LANDSCAPING PLAN
SCALE: 1" = 15'

PLANTING LIST				
SYM./KEY	QTY.	BOTANICAL NAME	SPECIFICATION	
			ROOT	PLANTING MIN. HEIGHT
TO	20	CUPRESSUS LEYLANDII	B&B	8'
		LEYLAND CYPRESS		10' O.C.

LEGEND	
	LEYLAND CYPRESS

GENERAL LANDSCAPE NOTES:

1. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF HIS WORK WITH THAT OF ALL OTHER CONTRACTORS. THIS PLAN DOES NOT GUARANTEE THE EXISTENCE OR NON-EXISTENCE OF ANY UTILITIES. PRIOR TO COMMENCEMENT OF ANY WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL ABOVE GROUND AND UNDERGROUND UTILITIES.
2. THE QUALITY AND SIZE OF ALL PLANT MATERIAL SHALL CONFORM TO THE MOST CURRENT STANDARDS AS SET FORTH IN ANSI Z60.180 - AMERICAN STANDARD FOR NURSERY STOCK.
3. ALL DISTURBED AREAS NOT COVERED BY HARDSCAPE OR PLANT MATERIALS SHALL BE COVERED WITH SEED AND STRAW.
4. PLANT SUBSTITUTION MAY BE PERMITTED ONLY AFTER PROOF THAT SPECIFIED PLANTS ARE UNAVAILABLE AND THE REQUEST HAS BEEN SUBMITTED TO THE OWNER OR LANDSCAPE ARCHITECT. THE CONTRACTOR SHALL PROVIDE THE NEAREST EQUIVALENT OBTAINABLE SIZE AND VARIETY OF THE PLANT HAVING THE SAME ESSENTIAL CHARACTERISTICS AS THE PLANT SPECIFIED
5. MINOR PLANT LOCATION ADJUSTMENTS MAY BE MADE IN THE FIELD TO ENSURE ACCESS TO UTILITY JUNCTION BOXES, FREE SITE LIGHTING OF FUTURE TREE CANOPY INTERFERENCE AND ALLOW UNINHIBITED PEDESTRIAN / VEHICULAR CIRCULATION ON ALL PAVEMENTS OR FOUNDATIONS.
6. ALL SHRUB MASSES OF TWO OR MORE SHALL BE EDGED INTO A PLANTING BED AND MULCHED PER DETAIL. ALL INDIVIDUAL TREES AND SHRUBS SHALL HAVE A MULCH SAUCER EQUAL IN DIAMETER TO THE PLANTING PIT DIAMETER AND SHALL BE MULCHED AS SHOWN ON THE DETAILS. UNLESS OTHERWISE INDICATED, ALL BED EDGES SHALL BE A DEEP CUT CLEAN SPADE EDGE.
7. THE CONTRACTOR SHALL VERIFY THAT EACH TREE OR SHRUB PIT WILL DRAIN BEFORE INSTALLING PLANT MATERIAL. HE SHALL FILL THE HOLE WITH SIX INCHES (6") OF WATER THAT SHOULD PERCOLATE OUT WITHIN TWENTY-FOUR HOURS. SHOULD ANY AREA NOT DRAIN PROPERLY, A PERFORATED DRAIN LINE SHALL BE INSTALLED, OR THE PLANTS RELOCATED.
8. THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY IF HE ENCOUNTERS ANY UNSUITABLE SURFACE OR SUBSURFACE DRAINAGE CONDITIONS, SOIL DEPTH, LATENT SOILS, HARD PAN, UTILITY LINES, OR OTHER CONDITIONS THAT WILL JEOPARDIZE THE HEALTH AND VIGOR OF THE PLANTS. SHOULD THE CONTRACTOR NOT NOTIFY THE OWNER OF A PROBLEM AREA, HE WARRANTS THAT THE AREAS ARE SUITABLE FOR PROPER GROWTH AND DEVELOPMENT OF ALL PLANTS INSTALLED.
9. THE CONTRACTOR SHOULD VERIFY LANDSCAPING/TREE PLANTING LOCATIONS WITH THE PUBLIC UTILITIES DEPARTMENT TO AVOID CONFLICTS WITH WATER, SEWER, AND GAS LINES.
10. PLANTS SHALL BE SO TRAINED IN DEVELOPMENT AND APPEARANCE AS TO BE UNQUESTIONABLE SUPERIOR IN FORM, COMPACTNESS AND SYMMETRY. THEY SHALL BE SOUND, HEALTHY, VIGOROUS, WELL BRANCHED AND DENSELY FOLIATED WHEN IN LEAF, AND FREE OF DISEASE AND INSECT ADULT EGGS, PUPAE OR LARVAE. THEY SHALL HAVE HEALTHY, WELL-DEVELOPED ROOT SYSTEMS AND SHALL BE FREE FROM PHYSICAL DAMAGE OR OTHER CONDITIONS THAT WOULD PREVENT THRIVING GROWTH.
11. THERE SHALL BE NO CIRCLING OR GIRDLING ROOTS. CIRCLING ROOTS SHOULD BE CUT IN AT LEAST ONE PLACE.
12. THERE SHOULD BE ONE DOMINANT LEADER TO THE TOP OF THE TREE WITH THE LARGEST BRANCHES SPACED AT LEAST 6 INCHES APART. THERE CAN BE TWO LEADERS IN THE TOP 10% OF THE TREE IF IT IS OTHERWISE OF GOOD QUALITY.
13. THE TREE CANOPY SHOULD BE SYMMETRICAL AND FREE OF LARGE VOIDS. CLEAR TRUNK SHOULD BE NO MORE THAN 40% OF TREE HEIGHT UNLESS OTHERWISE SPECIFIED IN THE PLANTING SPECIFICATIONS. CLEAR TRUNK SHALL BE OF SUFFICIENT HEIGHT TO CLEAR SURROUNDING USES THAT MAY BE IMPACTED BY THE FUTURE GROWTH OF THE TREE.
14. OPEN TRUNK AND BRANCH WOUNDS SHALL BE LESS THAN 10% OF THE CIRCUMFERENCE AT THE WOUND AND NO MORE THAN 2 INCHES TALL. PROPERLY MADE PRUNING CUTS ARE NOT CONSIDERED OPEN TRUNK WOUNDS. THERE SHOULD BE NO CONKS OR BLEEDING, AND THERE SHOULD BE NO SIGNS OF INSECTS OR DISEASE ON MORE THAN 5% OF THE TREE.
15. IF ANY OF THE ABOVE CONDITIONS ARE NOT MET, TREES MAY BE REJECTED.
16. TREE PROTECTION DEVICES MUST BE INSTALLED AND INSPECTED PRIOR TO ANY CLEARING, GRUBBING, OR GRADING OF THE SITE BY THE LOCAL ARBORIST.



PROJECT INFORMATION:

SITE NAME:
POND FORK
SITE No.: 581347
FUZE PROJECT #: 16350691
HOLLY SPRINGS ROAD
GILLSVILLE, GA 30543
HALL COUNTY

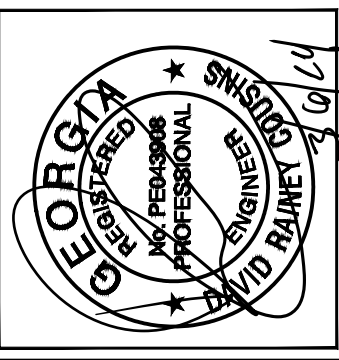
PLANS PREPARED BY:



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LICENSER:



KHA PROJECT NUMBER:

013509266

DRAWN BY: CHECKED BY:

TDM TRN

SHEET TITLE:

LANDSCAPING PLAN

SHEET NUMBER:

L1

ELECTRICAL NOTES

1.00 CODES, STANDARDS, & SPECIFICATIONS

- 1.01 IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT ALL MATERIALS AND LABOR RELATED DIRECTLY OR INDIRECTLY TO ALL ELECTRICAL WORK DOCUMENTED IN THESE DRAWINGS SHALL BE PROVIDED AND PERFORMED IN CONFORMANCE WITH ALL CURRENT GOVERNING CODES, STANDARDS, AND PROFESSIONAL STANDARD OF CARE TO INCLUDE THE AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM), UNDERWRITERS LABORATORY (UL), NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA), AMERICAN STANDARDS ASSOCIATION (ASA), NATIONAL FIRE PROTECTION ASSOCIATION (NFPA), AND THE NATIONAL ELECTRICAL CODE (NEC).
- 1.02 MATERIALS SHALL BE NEW AND SHALL CONFORM TO ALL APPLICABLE CURRENT GOVERNING STANDARDS ESTABLISHED FOR EACH ITEM BY ASTM, UL, NEMA, ASA, AND NFPA.
- 1.03 ALL ELECTRICAL WORK SHALL COMPLY WITH ALL APPLICABLE STATE, COUNTY, AND MUNICIPAL CODES AND ORDINANCES, AS WELL AS ALL CURRENT GOVERNING STANDARDS AND PRACTICES AS REQUIRED BY NEC, NEMA, ANSI, NFPA, UBC, UL, IEEE, AND THE LOCAL UTILITY COMPANY.
- 1.04 ALL ELECTRICAL GROUNDING SHALL COMPLY WITH THE CURRENT EDITION OF THE NEC.
- 1.05 CONTRACTOR SHALL MAINTAIN UL LISTED FIRE RATINGS AT ALL WALL PENETRATIONS.
- 1.06 CONTRACTOR SHALL MAINTAIN A MINIMUM CLEARANCE OF 36" IN FRONT OF ALL ELECTRICAL EQUIPMENT AS REQUIRED BY NEC. MINIMUM CLEARANCE SHALL BE OBSERVED FOR BOTH THE FRONT AND THE REAR OF THE METER H-FRAME RACK AND THE EQUIPMENT H-FRAME RACK.

2.00 GENERAL

- 2.01 CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS AND ASSOCIATED FEES RELATED TO THE PROJECT AND SHALL DELIVER A COPY OF ALL PERMITS TO THE VERIZON REPRESENTATIVE.
- 2.02 CONTRACTOR SHALL SCHEDULE AND SHOULD ATTEND ALL INSPECTIONS REQUIRED BY THE JURISDICTION HAVING AUTHORITY.
- 2.03 CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, TOOLS, ACCESSORIES, ETC., FOR A COMPLETE WORKING ELECTRICAL INSTALLATION.
- 2.04 ALL WORK SHALL BE PERFORMED IN STRICT ACCORDANCE WITH APPLICABLE BUILDING CODES AND LOCAL ORDINANCES, INSTALLED IN A NEAT MANNER, AND SHALL BE SUBJECT TO APPROVAL BY THE ENGINEER.
- 2.05 CONTRACTOR SHALL PROTECT ADJACENT EQUIPMENT AND FINISHES FROM DAMAGE AND SHALL REPAIR TO ORIGINAL CONDITION ANY ITEMS DAMAGED AS A RESULT OF THE WORK.
- 2.06 CONTRACTOR SHALL REPAIR ANY LANDSCAPING DISTURBED DURING CONSTRUCTION.
- 2.07 IF CONDUIT RUNS HAVE MORE THAN THREE (3) CONSECUTIVE 90 DEGREE TURNS, THE CONTRACTOR SHALL INSTALL PULL BOXES AS REQUIRED BY NEC.
- 2.08 CONTRACTOR SHALL INDICATE THE LOCATION OF ALL CAPPED UNDERGROUND SPARE CONDUIT ON THE RECORD DRAWINGS SUBMITTED TO THE OWNER.
- 2.09 CONTRACTOR SHALL COORDINATE EXACT ROUTING OF CONDUIT WITH OWNER. ALL CONDUIT SHALL BE ROUTED WITHIN 3 FEET, EITHER SIDE, OF PERIMETER FENCING.

3.00 MATERIALS

- 3.01 ALL EQUIPMENT AND MATERIALS SHOWN SHALL BE CONSIDERED NEW UNLESS SPECIFICALLY NOTED OTHERWISE ON THE DRAWINGS.
- 3.02 FINAL CONNECTIONS OF EQUIPMENT SHALL BE PER MANUFACTURER'S APPROVED WIRING DIAGRAMS, DETAILS, AND INSTRUCTIONS. THE ELECTRICAL CONTRACTOR SHALL PROVIDE MATERIALS AND EQUIPMENT COMPATIBLE WITH EQUIPMENT SUPPLIED BY VERIZON.
- 3.03 CONTRACTOR SHALL PROVIDE AN UPDATED PANELBOARD DIRECTORY FOR THE PANEL FROM WHICH THE NEW VERIZON EQUIPMENT CIRCUIT WILL BE CONNECTED. CONTRACTOR SHALL SUBMIT UPDATED DIRECTORY IN A PLASTIC COVER TO THE BUILDING OWNER FOR APPROVAL PRIOR TO INSTALLATION.
- 3.04 CONTRACTOR SHALL FIELD DETERMINE ACTUAL CONDUIT ROUTING AND SHALL OBTAIN APPROVAL FROM THE TOWER OWNER OF THE PROPOSED ROUTING PRIOR TO CONDUIT INSTALLATION.
- 3.05 ALL CONDUCTORS SHALL BE COPPER WITH THWN INSULATION AND ALL TERMINATIONS SHALL BE RATED FOR AT LEAST 75 DEGREES CELSIUS.
- 3.06 ALL NEUTRAL CONDUCTORS SHALL HAVE WHITE INSULATION. ALL GROUND CONDUCTORS SHALL HAVE GREEN INSULATION. COLOR TAPE IDENTIFICATION OF THESE CONDUCTORS IS NOT PERMITTED.
- 3.07 CONTRACTOR SHALL SEAL ALL CONDUITS ENTERING AN ENCLOSURE WITH CONDUIT SEALANT THAT IS COMPATIBLE WITH THE INSULATION OF THE CONDUCTORS IN THE CONDUIT.
- 3.08 CONDUIT RUNS SHALL HAVE A CONTINUOUS DOWNWARD SLOPE AWAY FROM ALL EQUIPMENT TO PREVENT WATER INFILTRATION.
- 3.09 ALL CONDUIT SHALL BE SCHEDULE 40 PVC UNLESS NOTED OTHERWISE ON THE PLANS. WHEN CONDUIT IS ROUTED UNDER A ROADWAY, SCHEDULE 80 PVC CONDUIT SHALL BE UTILIZED. MANUFACTURED BEND RADII SHALL BE PER NEC.
- 3.10 CONTRACTOR SHALL PROVIDE TWO (2) 200 POUND TEST POLYETHYLENE PULL CORDS IN ALL CONDUITS AND ALL INNERDUCTS. PULL CORDS SHALL BE SECURED AT EACH END OF CONDUIT RUNS. ALL SPARE CONDUIT ENDS SHALL BE CAPPED WITH MANUFACTURED PVC FITTINGS.
- 3.11 CONTRACTOR SHALL BOND EACH METALLIC CONDUIT ENTERING A METALLIC ENCLOSURE WITH A #8 MIN AWG INSULATED COPPER BONDING JUMPER PER NEC. CONTRACTOR SHALL BOND ALL ELECTRICAL EQUIPMENT TO THE H-FRAME RACK ON WHICH EQUIPMENT IS MOUNTED WITH #8 MIN AWG INSULATED COPPER BONDING JUMPERS PER NEC.
- 3.12 CONTRACTOR SHALL IDENTIFY THE END OF ALL SPARE UNDERGROUND CONDUITS AND PROVIDE AND INSTALL 90 DEGREE ELBOWS WITH VERTICAL CONDUIT EXTENSIONS TO EXTEND 3" ABOVE FINISHED CRUSHED AGGREGATE GRADE. CONTRACTOR SHALL TERMINATE CONDUITS WITH MANUFACTURED CONDUIT CAPS THAT THE CONTRACTOR HAS PAINTED ORANGE.
- 3.13 CONTRACTOR SHALL PROVIDE AND INSTALL AN ENGRAVED PHENOLIC PLATE ON THE FRONT OF THE INTEGRATED LOAD CENTER. THE WORDING ON THE PLATE SHALL READ AS FOLLOWS: "MAXIMUM DRAW OF ALL RECTIFIERS AND EQUIPMENT ON THE LOAD CENTER CANNOT EXCEED 35kW. IF ADDITIONAL POWER IS REQUIRED, THE EXISTING 35kW GENERATOR MUST BE REPLACED."

4.00 PRE-CONSTRUCTION COORDINATION

- 4.01 CONTRACTOR SHALL VISIT THE SITE PRIOR TO BID AND NOTE EXISTING CONDITIONS THAT MIGHT AFFECT THEIR WORK. ALL SUCH CONDITIONS SHALL BE REPORTED TO THE ENGINEER PRIOR TO BID.
- 4.02 THE CONTRACTOR SHALL PROVIDE A UTILITY LOCATOR AND SHALL VERIFY THE ACTUAL LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- 4.03 CONTRACTOR SHALL VERIFY, PRIOR TO ROUGH-IN, THAT SITE CONDITIONS ALLOW FOR THE PLACEMENT OF THE ELECTRICAL EQUIPMENT AS SHOWN ON THE PLANS.
- 4.04 CONTRACTOR SHALL COORDINATE WITH LOCAL ELECTRICAL UTILITY REGARDING THE EXACT LOCATION OF THE TRANSFORMER, ALL METERING REQUIREMENTS, AND CONDUIT ROUTING BETWEEN TRANSFORMER AND METER.
- 4.05 CONTRACTOR SHALL COORDINATE WITH LOCAL TELCO UTILITY REGARDING THE EXACT LOCATION OF THE TELCO SERVICE ENTRY POINT.
- 4.06 CONTRACTOR SHALL COORDINATE WITH AUTHORITY HAVING JURISDICTION REGARDING LOCAL FROST LINE REQUIREMENTS FOR RACEWAY MATERIAL SELECTION AND INSTALLATION.
- 4.07 CONTRACTOR SHALL PERFORM AN ARC FLASH ANALYSIS AT THE INTEGRATED LOAD CENTER AND PROVIDE ARC FLASH LABEL PER NEC.
- 4.08 ALL CIRCUIT BREAKERS AND EQUIPMENT SHALL HAVE A MINIMUM AIC RATING OF 10,000 AMPS. IF THE RATING OF THE UTILITY TRANSFORMER PROVIDING THE ELECTRICAL SERVICE IS GREATER THAN 75 KVA, THE CONTRACTOR SHALL PERFORM A SHORT CIRCUIT ANALYSIS TO DETERMINE THE REQUIRED AIC RATING FOR THE CIRCUIT BREAKERS AND EQUIPMENT. PRIOR TO PURCHASING EQUIPMENT, THE CONTRACTOR SHALL CONTACT THE ELECTRIC UTILITY AND OBTAIN IN WRITING THE MAXIMUM AVAILABLE FAULT CURRENT (AFC) AT THE UTILITY SERVICE POINT. PROVIDE MAX. AFC SIGNAGE AS REQUIRED PER NEC 110.24. THE CONTRACTOR SHALL ENSURE ALL ELECTRICAL EQUIPMENT, CIRCUIT BREAKERS, DISCONNECTS, FUSES, AND PANELBOARDS HAVE A FAULT CURRENT INTERRUPTING RATING GREATER THAN THE AVAILABLE FAULT CURRENT.

verizon

10300 OLD ALABAMA ROAD, CONNECTOR
ALPHARETTA, GEORGIA 30022

PROJECT INFORMATION:

SITE NAME:
POND FORK

SITE No.: 581347
FUZE PROJECT #: 16350691
4410 HOLLY SPRINGS ROAD
GILLSVILLE, GA 30543
HALL COUNTY

PLANS PREPARED BY:

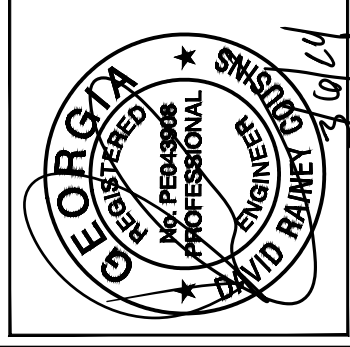
Kimley»Horn

11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

REV: DATE: ISSUED FOR: BY:

REV	DATE	ISSUED FOR	BY
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3	03/06/24	CONSTRUCTION	DRG
2	01/26/22	CONSTRUCTION	CCH
1	08/31/21	CONSTRUCTION	CCH
0	05/18/21	CONSTRUCTION	CCH
A	04/29/21	PRELIMINARY	CCH

LICENSER:



KHA PROJECT NUMBER:

013509266

DRAWN BY: CHECKED BY:

TDM TRN

SHEET TITLE:

**ELECTRICAL
NOTES**

SHEET NUMBER:

E1



10300 OLD ALABAMA ROAD CONNECTOR
ALPHARETTA, GEORGIA 30022

PROJECT INFORMATION:

SITE NAME:
POND FORK
SITE No.: 581347
FUZE PROJECT #: 16350691
4410 HOLLY SPRINGS ROAD
GILLSVILLE, GA 30543
HALL COUNTY

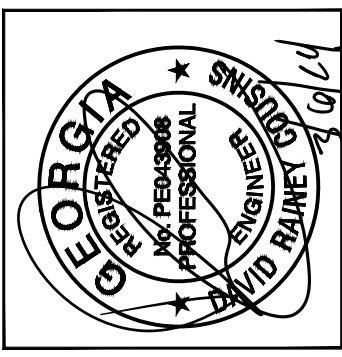
PLANS PREPARED BY:

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A	04/29/21	PRELIMINARY	CCH

LICENSER:



KHA PROJECT NUMBER:

013509266

DRAWN BY:

TDM

CHECKED BY:

TRN

SHEET TITLE:

UTILITY SERVICE
ROUTING PLAN

SHEET NUMBER:

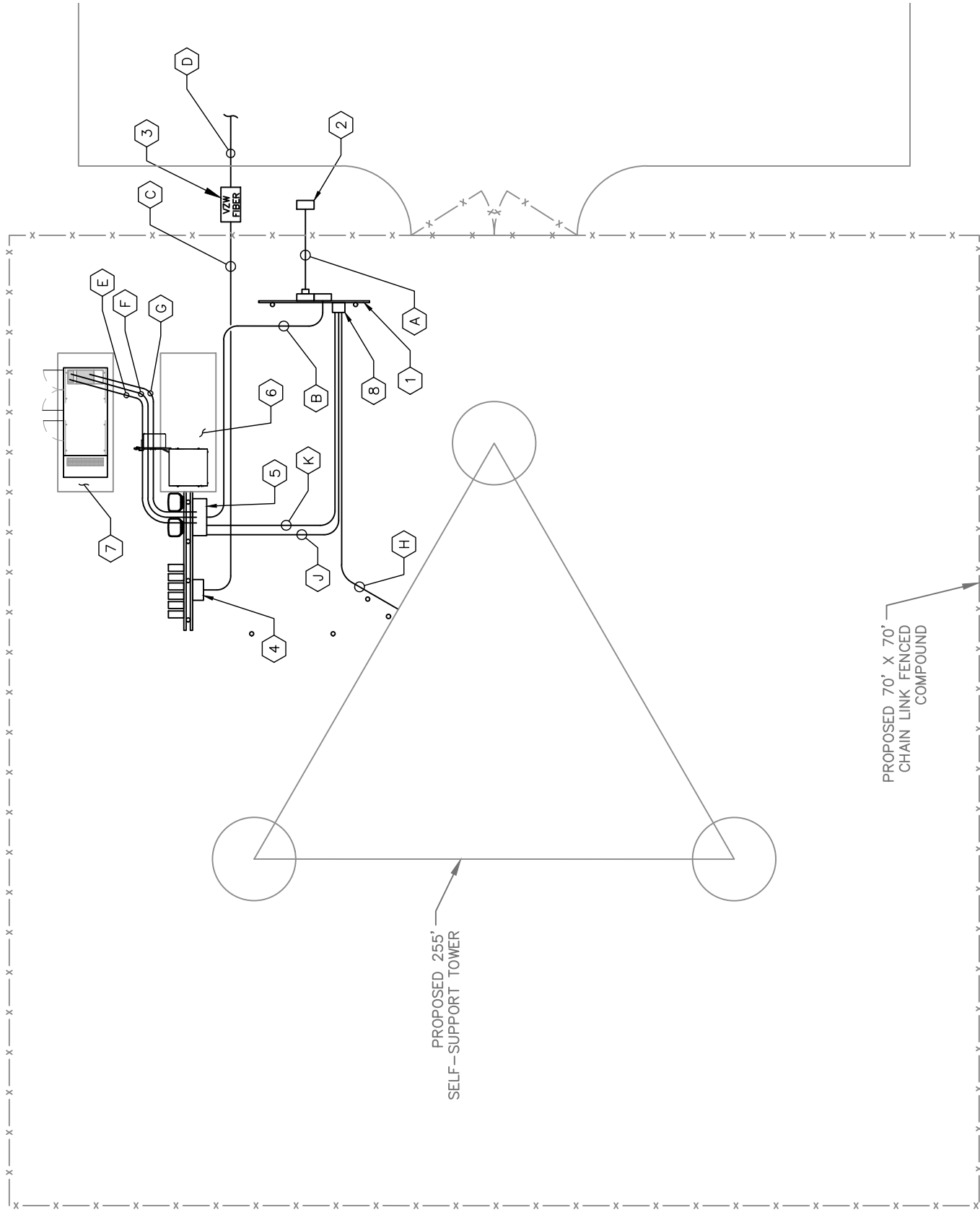
E2

KEY NOTES - ELECTRICAL EQUIPMENT

- 1 UTILITY METER H-FRAME (SEE DETAIL 1/E4).
- 2 POWER STUB UP (SEE NOTE 4.04 ON SHEET E1).
- 3 TRAFFIC RATED TELCO VAULT LABELED "VZW FIBER". (SEE NOTE 4.05 ON SHEET E1)
- 4 TELCO BOX (SEE SHEET C4).
- 5 INTEGRATED LOAD CENTER (SEE SHEET C4).
- 6 VERIZON CONCRETE EQUIPMENT PAD (SEE SHEET C6).
- 7 VERIZON CONCRETE GENERATOR PAD (SEE SHEET C6).
- 8 HAZARD LIGHTING CONTROL PANEL (SEE SHEET E4.1).

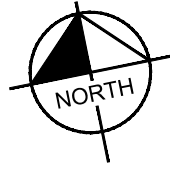
KEY NOTES - CONDUIT, CONDUCTORS, & MISC.

- A TWO (2) 4" PVC POWER CONDUITS FOR INCOMING SERVICE LATERALS FROM LOCAL UTILITY (SEE TRENCH DETAIL 2/E7).
- B 2" PVC POWER CONDUIT FROM PROPOSED METER RACK TO EQUIPMENT RACK (SEE TRENCH DETAIL 2/E7).
- C 4" PVC TELCO CONDUIT, WITH TWO (2) PULL ROPES (SEE TRENCH DETAIL 2/E7).
- D TWO (2) 2" PVC CONDUITS FROM RIGHT OF WAY W/TWO (2) PULL ROPES (SEE TRENCH DETAIL 2/E7 AND SHEET E3).
- E 2" PVC POWER CONDUIT TO THE GENERATOR (SEE TRENCH DETAIL 2/E7).
- F 1" PVC CONDUIT FOR ROUTING GENERATOR CONTROL AND ALARM SIGNAL CABLES TO THE GENERATOR (SEE TRENCH DETAIL 2/E7).
- G 1" PVC CONDUIT FOR ROUTING POWER CONDUCTOR TO THE GENERATOR BATTERY CHARGER AND THE GENERATOR BLOCK HEATER (SEE TRENCH DETAIL 2/E7).
- H 1" PVC POWER CONDUIT FROM PROPOSED HAZARD LIGHTING CONTROL PANEL ON METER RACK TO TOWER LIGHTING.
- J 1" PVC TELCO CONDUIT FROM PROPOSED HAZARD LIGHTING CONTROL PANEL TO PROPOSED ILC.
- K 1" PVC POWER CONDUIT FROM PROPOSED HAZARD LIGHTING CONTROL PANEL TO PROPOSED ILC.



1 E2 UTILITY SERVICE ROUTING PLAN

SCALE: 1" = 10'



GRAPHIC SCALE: 1" = 10'



10300 OLD ALABAMA ROAD CONNECTOR
ALPHARETTA, GEORGIA 30022

PROJECT INFORMATION:

SITE NAME:
POND FORK
SITE No.: 581347
FUZE PROJECT #: 16350691
4410 HOLLY SPRINGS ROAD
GILLSVILLE, GA 30543
HALL COUNTY

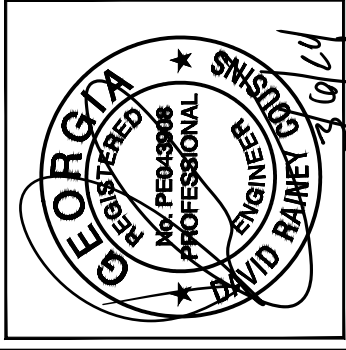
PLANS PREPARED BY:

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LICENSER:



KHA PROJECT NUMBER:

013509266

DRAWN BY: TDM

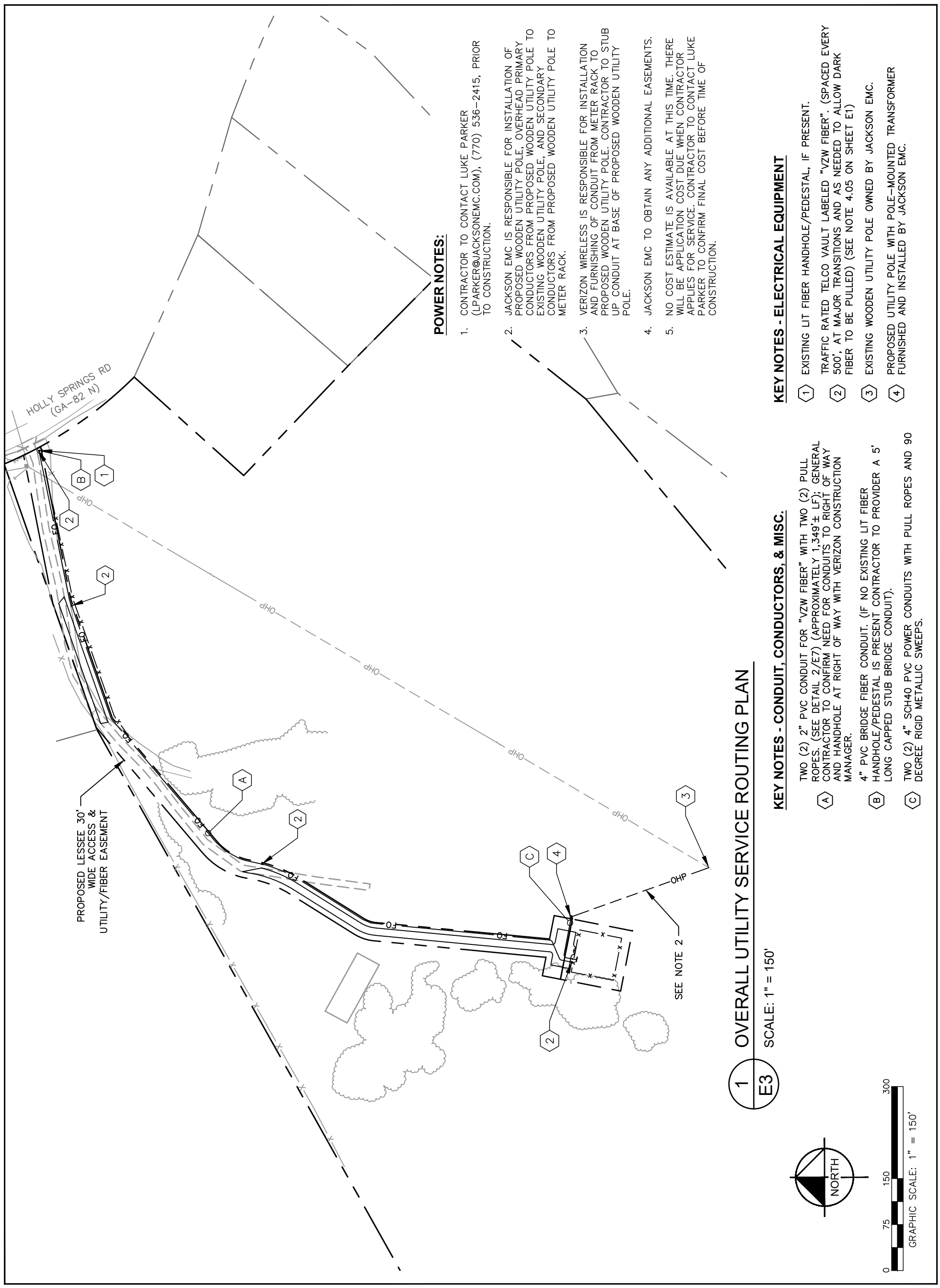
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SHEET TITLE:

**OVERALL UTILITY
ROUTING PLAN**

SHEET NUMBER:

E3



POWER NOTES:

1. CONTRACTOR TO CONTACT LUKE PARKER (LPARKER@JACKSONEMC.COM), (770) 536-2415, PRIOR TO CONSTRUCTION.
2. JACKSON EMC IS RESPONSIBLE FOR INSTALLATION OF PROPOSED WOODEN UTILITY POLE, OVERHEAD PRIMARY CONDUCTORS FROM PROPOSED WOODEN UTILITY POLE TO EXISTING WOODEN UTILITY POLE, AND SECONDARY CONDUCTORS FROM PROPOSED WOODEN UTILITY POLE TO METER RACK.
3. VERIZON WIRELESS IS RESPONSIBLE FOR INSTALLATION AND FURNISHING OF CONDUIT FROM METER RACK TO PROPOSED WOODEN UTILITY POLE. CONTRACTOR TO STUB UP CONDUIT AT BASE OF PROPOSED WOODEN UTILITY POLE.
4. JACKSON EMC TO OBTAIN ANY ADDITIONAL EASEMENTS.
5. NO COST ESTIMATE IS AVAILABLE AT THIS TIME. THERE WILL BE APPLICATION COST DUE WHEN CONTRACTOR APPLIES FOR SERVICE. CONTRACTOR TO CONTACT LUKE PARKER TO CONFIRM FINAL COST BEFORE TIME OF CONSTRUCTION.

KEY NOTES - ELECTRICAL EQUIPMENT

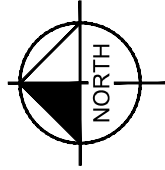
1. EXISTING LIT FIBER HANDHOLE/PEDESTAL, IF PRESENT.
2. TRAFFIC RATED TELCO VAULT LABELED "VZW FIBER". (SPACED EVERY 500', AT MAJOR TRANSITIONS AND AS NEEDED TO ALLOW DARK FIBER TO BE PULLED) (SEE NOTE 4.05 ON SHEET E1)
3. EXISTING WOODEN UTILITY POLE OWNED BY JACKSON EMC.
4. PROPOSED UTILITY POLE WITH POLE-MOUNTED TRANSFORMER FURNISHED AND INSTALLED BY JACKSON EMC.

KEY NOTES - CONDUIT, CONDUCTORS, & MISC.

- A. TWO (2) 2" PVC CONDUIT FOR "VZW FIBER" WITH TWO (2) PULL ROPES. (SEE DETAIL 2/E7) (APPROXIMATELY 1,349 ± LF); GENERAL CONTRACTOR TO CONFIRM NEED FOR CONDUITS TO RIGHT OF WAY AND HANDHOLE AT RIGHT OF WAY WITH VERIZON CONSTRUCTION MANAGER.
- B. 4" PVC BRIDGE FIBER CONDUIT. (IF NO EXISTING LIT FIBER HANDHOLE/PEDESTAL IS PRESENT CONTRACTOR TO PROVIDER A 5' LONG CAPPED STUB BRIDGE CONDUIT).
- C. TWO (2) 4" SCH40 PVC POWER CONDUITS WITH PULL ROPES AND 90 DEGREE RIGID METALLIC SWEEPS.

1 OVERALL UTILITY SERVICE ROUTING PLAN

SCALE: 1" = 150'



GRAPHIC SCALE: 1" = 150'

PROJECT INFORMATION:

SITE NAME:
POND FORK
SITE No.: 581347
FUZE PROJECT #: 16350691
4410 HOLLY SPRINGS ROAD
GILLSVILLE, GA 30543
HALL COUNTY

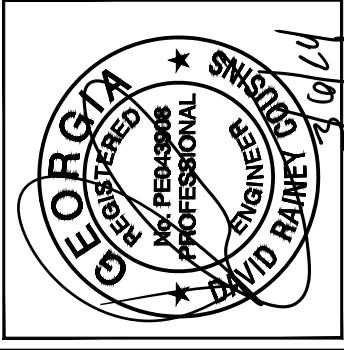
PLANS PREPARED BY:

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PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

REV: DATE: ISSUED FOR: BY:

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LICENSER:



KHA PROJECT NUMBER:

013509266

DRAWN BY:

TDM

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TRN

SHEET TITLE:

METER RACK
DETAILS - FRONT

SHEET NUMBER:

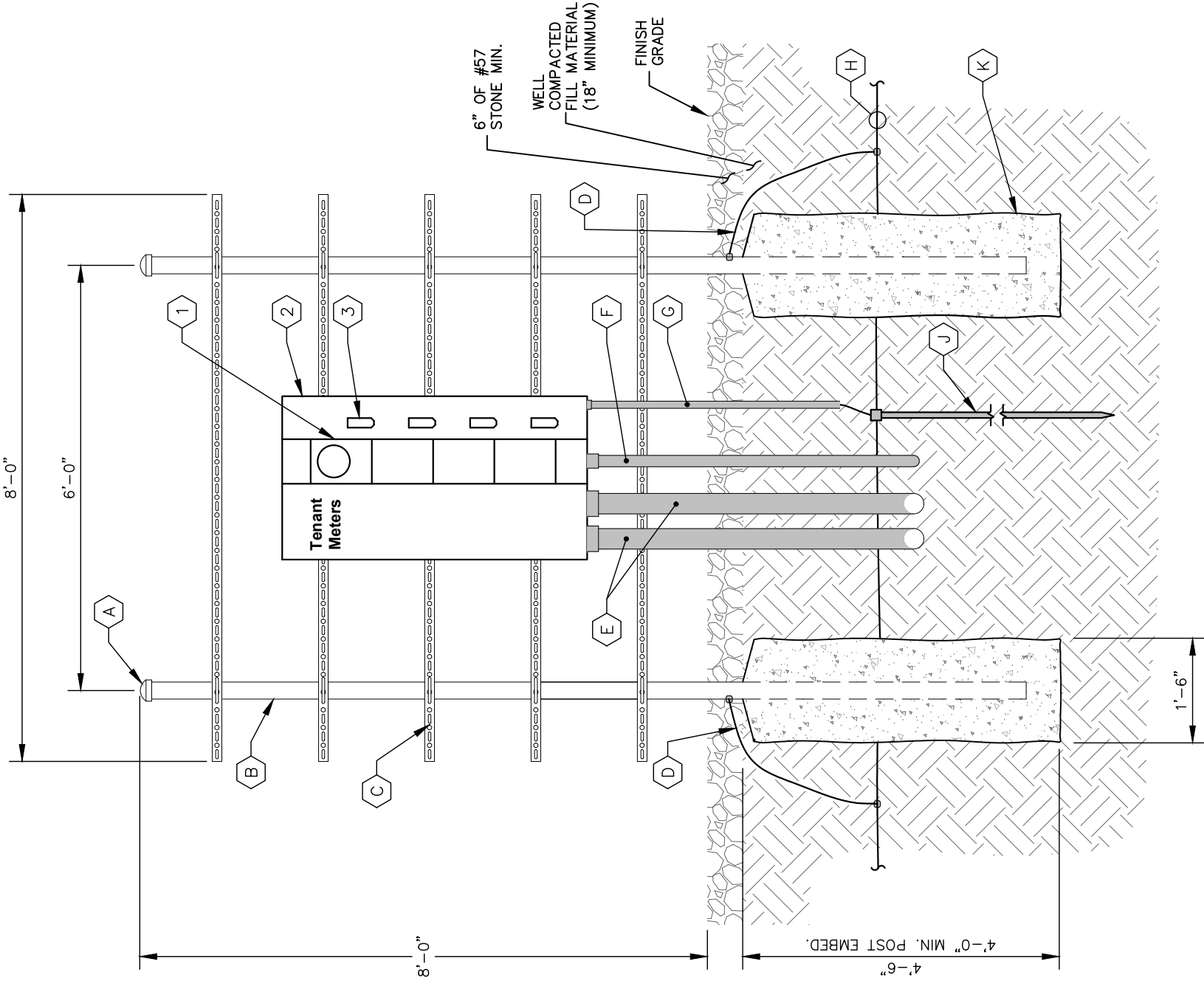
E4

KEY NOTES - CONDUIT, CONDUCTORS, & MISC

- (A) GALVANIZED RIGID STEEL CAP, TYPICAL.
- (B) 3" GALVANIZED RIGID STEEL PIPE, TYPICAL.
- (C) 1½" x 1½" GALVANIZED STEEL CHANNEL (UNISTRUT #P1000 OR APPROVED EQUIVALENT) WITH PLASTIC END CAP (UNISTRUT #P2860), TYPICAL.
- (D) ONE (1) #2 AWG BARE SOLID TINNED COPPER BONDING CONDUCTORS (BC) FROM H-FRAME VERTICAL PIPE TO GROUND RING, EXOTHERMIC WELD BOTH ENDS.
- (E) 4" PVC CONDUIT FOR INCOMING SERVICE LATERALS FROM LOCAL UTILITY, TYPICAL OF 2.
- (F) 2" PVC CONDUIT FOR ROUTING FEEDERS TO THE ILC.
- (G) ¾" PVC CONDUIT WITH ONE (1) - 2/0 BARE STRANDED TINNED COPPER GROUNDING ELECTRODE CONDUCTOR (GEC) FROM GROUNDING LUG TO GROUND ROD, EXOTHERMIC WELD GEC TO GROUND ROD.
- (H) GROUND RING (SEE DETAIL 1/E9).
- (J) GROUND ROD, EXOTHERMIC WELD TO GROUND RING. (SEE DETAIL 1/E9 & 2/E11).
- (K) CONCRETE FOUNDATION FOR H-FRAME VERTICAL PIPE. CONCRETE SHALL HAVE A 28 DAY COMPRESSIVE STRENGTH OF 4,000 PSI. AND INCLUDE FIBERMESH 300-3E.

KEY NOTES - ELECTRICAL EQUIPMENT

- (1) 200 AMP METER SOCKET IN NEMA 3R ENCLOSURE, TYPICAL OF 4. ONLY TOP SOCKET WILL RECEIVE METER UNDER THIS CONTRACT.
- (2) 800 AMP, 22KAIC, 4 GANG, SERVICE ENTRANCE RATED METER CENTER IN NEMA 3R ENCLOSURE. BOND TO RACK PER NEC.
- (3) 200 AMP, 2 POLE (22KAIC) DISCONNECT CIRCUIT BREAKER FOR TOP METER ONLY. CONTRACTOR SHALL MOUNT THE METER CENTER SUCH THAT THE TOP CIRCUIT BREAKER IS NO MORE THAN 6" ABOVE GRADE.



NOTE: FOR CLARITY PURPOSES, THE FRONT ELEVATION OF THE "H" FRAME ONLY SHOWS EQUIPMENT AND CONDUIT ASSOCIATED WITH THE FRONT SIDE. SEE SHEET E4.1 FOR DETAILS ASSOCIATED WITH EQUIPMENT AND CONDUIT MOUNTED ON THE REAR SIDE OF THE "H" FRAME.

1 METER RACK DETAILS - FRONT
E4 NOT TO SCALE

PROJECT INFORMATION:

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POND FORK
SITE No.: 581347
FUZE PROJECT #: 16350691
4410 HOLLY SPRINGS ROAD
GILLSVILLE, GA 30543
HALL COUNTY

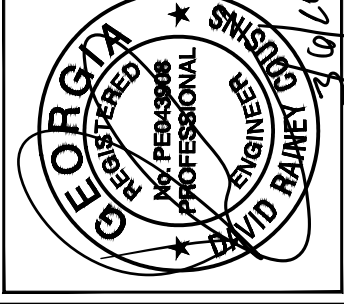
PLANS PREPARED BY:

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LICENSER:



KHA PROJECT NUMBER:

013509266

DRAWN BY:

TDM

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TRN

SHEET TITLE:

METER RACK
DETAILS - REAR

SHEET NUMBER:

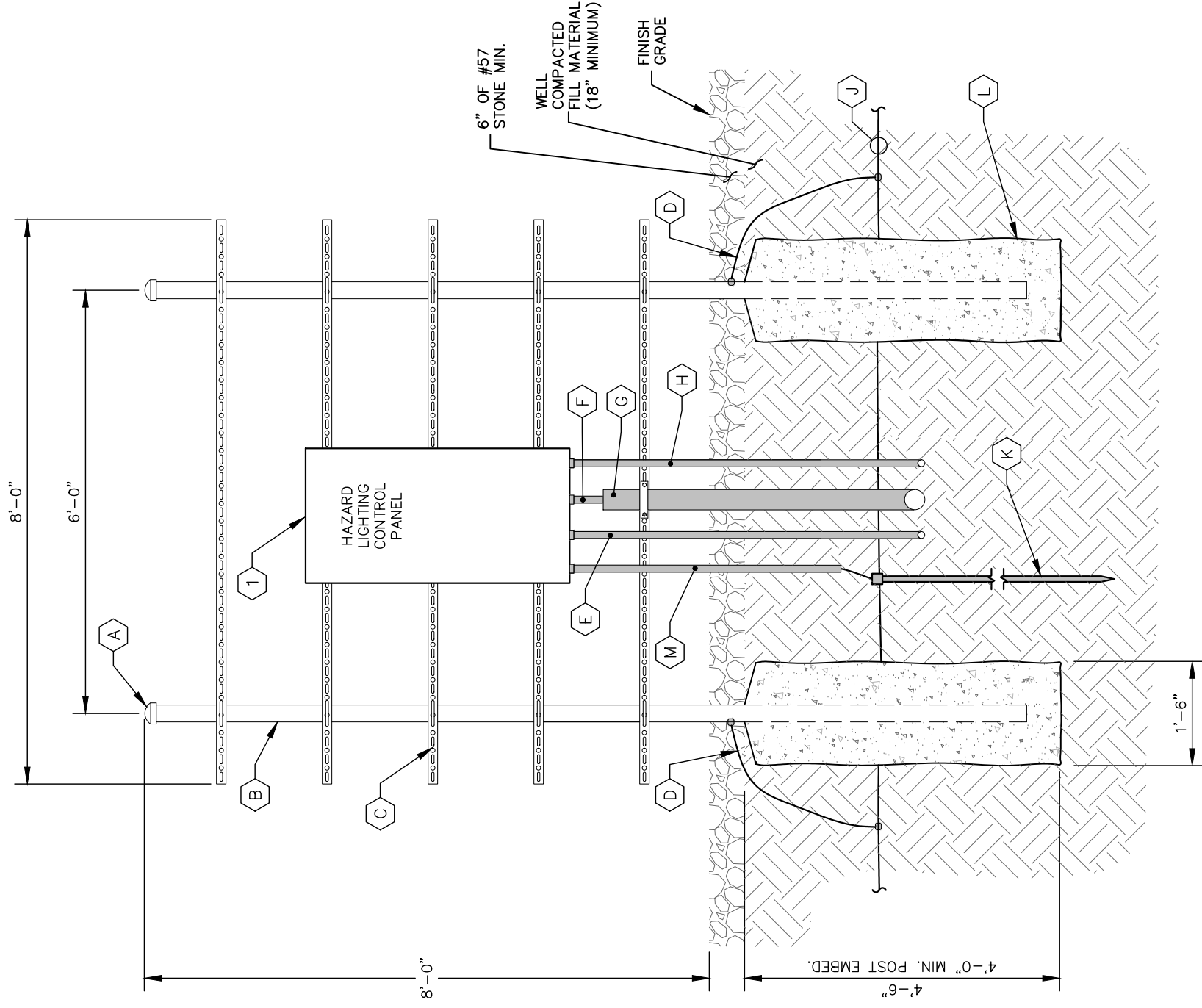
E4.1

KEY NOTES - CONDUIT, CONDUCTORS, & MISC

- A GALVANIZED RIGID STEEL CAP, TYPICAL.
- B 3" GALVANIZED RIGID STEEL PIPE, TYPICAL.
- C 1½" x 1½" GALVANIZED STEEL CHANNEL (UNISTRUT #P1000 OR APPROVED EQUIVALENT) WITH PLASTIC END CAP (UNISTRUT #P2860), TYPICAL.
- D ONE (1) #2 AWG BARE SOLID TINNED COPPER BONDING CONDUCTORS (BC) FROM H-FRAME VERTICAL PIPE TO GROUND RING, EXOTHERMIC WELD BOTH ENDS.
- E 1" PVC CONDUIT FOR POWER CABLES FROM INTEGRATED LOAD CENTER.
- F FLASH HEAD CABLE.
- G 2½" FLASH HEAD CABLE PROTECTION CONDUIT (MIN. 18" BELOW GRADE). TRANSITION TO 1" PVC CONDUIT FOR UNDERGROUND ROUTING TO TOWER.
- H 1" PVC CONDUIT FOR TELECOM LINK FROM INTEGRATED LOAD CENTER.
- J GROUND RING (SEE SHEETS E7 - E11).
- K GROUND ROD, EXOTHERMIC WELD TO GROUND RING. (SEE "GROUNDING SINGLE-LINE DIAGRAM" SHEET FOR DETAILS).
- L CONCRETE FOUNDATION FOR H-FRAME VERTICAL PIPE. CONCRETE SHALL HAVE A 28 DAY COMPRESSIVE STRENGTH OF 4,000 PSI. AND INCLUDE FIBERMESH 300-3E.
- M ¾" PVC WITH ONE (1) - #2 AWG BARE TINNED COPPER GROUND LEAD FROM GROUNDING LUG TO GROUND ROD, EXOTHERMIC WELD GEC TO GROUND ROD.

KEY NOTES - ELECTRICAL EQUIPMENT

- 1 HAZARD LIGHTING CONTROL PANEL IN NEMA 4X ENCLOSURE.



NOTE: FOR CLARITY PURPOSES, THE REAR ELEVATION OF THE "H" FRAME ONLY SHOWS EQUIPMENT AND CONDUIT ASSOCIATED WITH THE REAR SIDE. SEE SHEET E4 FOR DETAILS ASSOCIATED WITH EQUIPMENT AND CONDUIT MOUNTED ON THE FRONT SIDE OF THE "H" FRAME.

1 METER RACK DETAILS - REAR
E4.1 NOT TO SCALE

PROJECT INFORMATION:

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4410 HOLLY SPRINGS ROAD
GILLSVILLE, GA 30543
HALL COUNTY

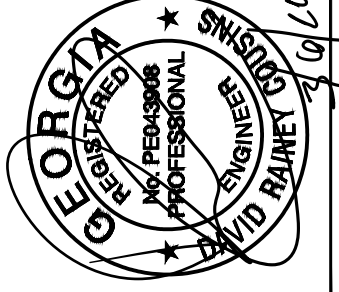
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LICENSER:



KHA PROJECT NUMBER:

013509266

DRAWN BY:

TDM

CHECKED BY:

TRN

SHEET TITLE:

**ELECTRICAL
SINGLE LINE
DIAGRAM**

SHEET NUMBER:

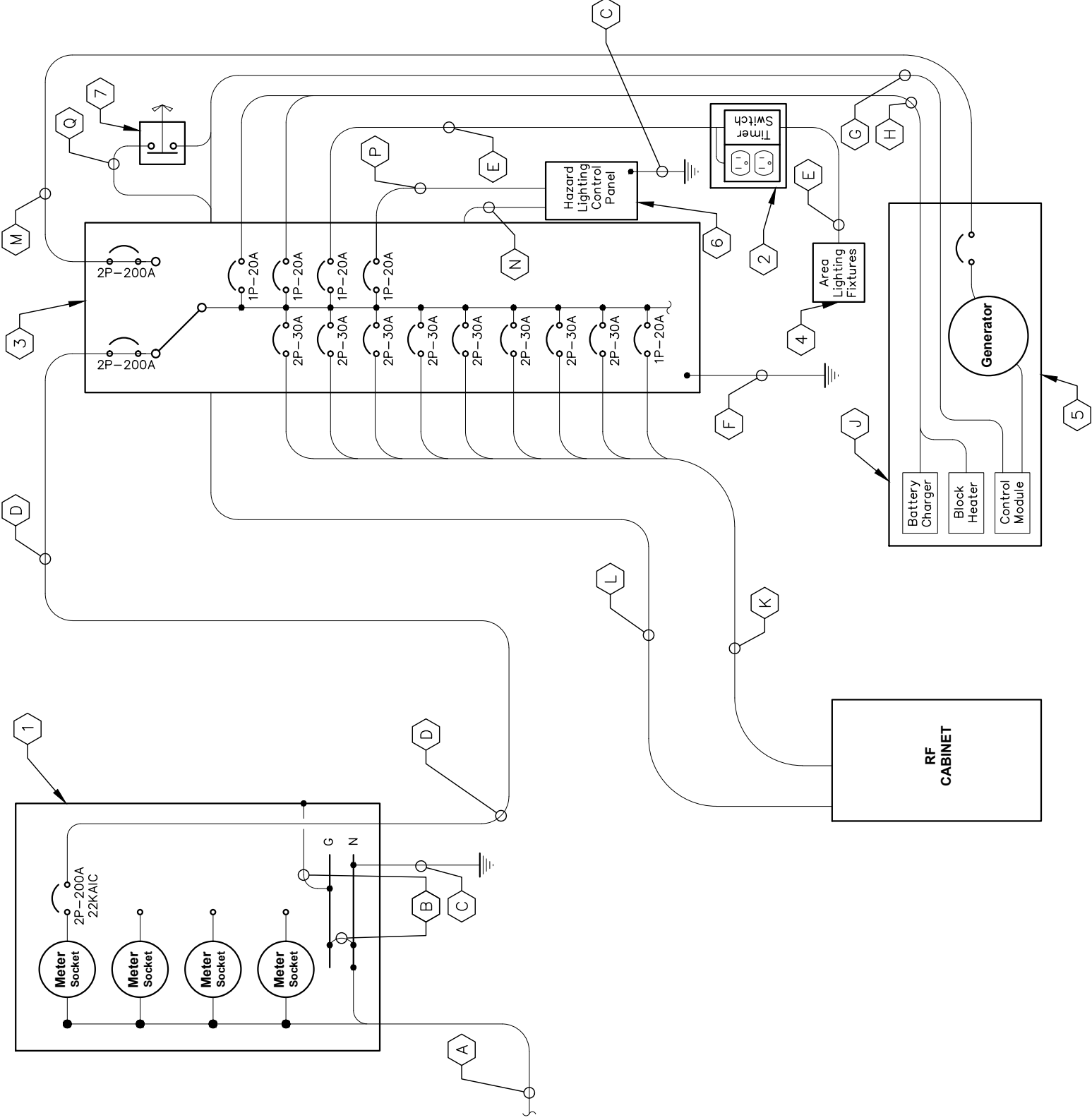
E5

KEY NOTES - CONDUIT, CONDUCTORS, & MISC

- A TWO (2) 4" CONDUITS BY CONTRACTOR FOR INCOMING SERVICE LATERALS BY LOCAL UTILITY FOR 800 AMP, 120/240 VOLT SINGLE PHASE SERVICE.
- B BOND GROUND BUS TO NEUTRAL BUS AND GROUND BUS TO ENCLOSURE WITH 2/0 BONDING JUMPERS.
- C ONE (1) 2/0 AWG BARE TINNED COPPER GROUNDING ELECTRODE CONDUCTOR (GEC) TO GROUND ROD, EXOTHERMIC WELD GEC TO GROUND ROD.
- D THREE (3) 3/0 CONDUCTORS AND ONE (1) #6 AWG GROUND IN 2" CONDUIT.
- E TWO (2) #12 AWG CONDUCTORS AND ONE (1) #12 AWG GROUND IN 1" CONDUIT.
- F ONE (1) #2 AWG BARE TINNED COPPER GROUND LEAD FROM GROUNDING LUG TO GROUND ROD, EXOTHERMIC WELD TO GROUND ROD.
- G AUTOMATIC TRANSFER SWITCH ALARM AND GENERATOR CONTROL CABLES IN 1" CONDUIT.
- H FOUR (4) #12 CONDUCTORS AND ONE (1) #12 AWG GROUND IN 1" CONDUIT.
- J THE GENERATOR, WHEN UTILIZING A TWO POLE ATS WITH A SOLID NEUTRAL, IS NOT A SEPARATELY DERIVED SYSTEM. THEREFORE, DO NOT BOND THE NEUTRAL TO THE GROUND AT THE GENERATOR.
- K SIXTEEN (16) #6 AWG CONDUCTORS AND FOUR (4) #6 EG FOR 30 AMP CIRCUITS. TWO (2) #8 AWG CONDUCTORS AND ONE (1) #8 EG FOR 20 AMP CIRCUIT. ALL IN 2" PVC CONDUIT.
- L ALARM CABLES IN 1" PVC CONDUIT.
- M THREE (3) 2/0 AWG CONDUCTORS AND ONE (1) #6 AWG EG IN 2" CONDUIT. VERIFY GENERATOR BREAKER DOES NOT EXCEED 175 AMPS.
- N 1" PVC CONDUIT FOR POWER CABLES FROM INTEGRATED LOAD CENTER TO HAZARD LIGHTING CONTROL PANEL.
- P 1" PVC CONDUIT FOR TELCOM LINK.
- Q 1" PVC CONDUIT FOR ROUTING POWER CONDUCTORS FROM THE ILC TO THE EMERGENCY GENERATOR STOP SWITCH.

KEY NOTES - ELECTRICAL EQUIPMENT

- 1 FURNISH AND INSTALL 800 AMP, 3-WIRE, SINGLE PHASE, 120/240 VOLT, 22KAIC, FOUR-SPACE MULTI-GANG METER CENTER WITH 200 AMP RATED METER SOCKETS IN NEMA 3R ENCLOSURE, SE RATED. CONTRACTOR SHALL FURNISH AND INSTALL 200 AMP CIRCUIT BREAKER AT METER BASE IF NOT ALREADY EXISTING.
- 2 20 AMP GFCI DUPLEX OUTLET RECEPTACLE AND TIMER SWITCH, ENERLITES HET06 SERIES (OR APPROVED EQUIVALENT) IN LOCKABLE NEMA 3R ENCLOSURE.
- 3 200 AMP, 120/240 VOLT, ILC BY GENERAC WITH 42 SPACE PANEL AND AUTOMATIC TRANSFER SWITCH. ALL CIRCUIT BREAKERS SHALL BE RATED 10KAIC MINIMUM. ILC IS FURNISHED BY VERIZON AND INSTALLED BY GENERAL CONTRACTOR.
- 4 FURNISH AND INSTALL TWO (2) AREA LIGHTS, (LITHONIA HFR-250M-TA120-DNA-LP1), (OR APPROVED EQUIVALENT).
- 5 35 KW PROPANE GENERATOR, CONTRACTOR SHALL COORDINATE SPECIFIC GENERATOR CONFIGURATION WITH OWNER AND INSTALL THE GENERATOR IN ACCORDANCE WITH MANUFACTURER'S INSTALLATION INSTRUCTIONS. GENERATOR BREAKER SIZED AND PROVIDED BY GENERATOR MANUFACTURER.
- 6 FURNISH AND INSTALL HAZARD LIGHTING CONTROL PANEL IN NEMA 4X ENCLOSURE.
- 7 FURNISH AND INSTALL EMERGENCY GENERATOR STOP SWITCH IN NEMA 3R ENCLOSURE.



REQUIRED SIGNAGE PER NEC 702 AT SERVICE DISCONNECT & INTEGRATED LOAD CENTER

"WARNING: Shock hazard exists if grounding electrode conductor or bonding jumper connection in this equipment is removed while alternate source(s) is energized. Opening the equipment disconnect will cause the stand-by generator to start. To remove power entirely from the equipment, the generator must be turned OFF and the generator circuit breaker must be open."

REQUIRED SIGNAGE PER NEC 702 AT SERVICE DISCONNECT

1 ELECTRICAL SINGLE LINE DIAGRAM

E5 NOT TO SCALE

PANEL SCHEDULE - VERIZON INTEGRATED LOAD CENTER

Voltage: 240/120 Volts
 Phase, Wires: Single Phase, 3 Wire
 Mounting Type: Surface
 Enclosure Type: NEMA 3R

MCB Size: 200 Amps
 AIC Rating: 10,000 Amps min
 Bus Rating: 200 Amps
 Neutral Rating: 100%

Load Served	Load (kVA)		Circuit Bkr Size	Ckt Nbr	Phase		Ckt Nbr	Circuit Bkr Size	Load (kVA)		Load Served
	A	B			A	B			A	B	
*RECTIFIER 1	2.13		2P-30	1	⎓	⎓	2	1P-20	1.54		*AREA LIGHTS/GFCI
*RECTIFIER 2	2.13	2.13	2P-30	3	⎓	⎓	4	1P-20	1.50		GEN BLOCK HEATER
*RECTIFIER 3	2.13		2P-30	5	⎓	⎓	6	1P-20	0.30		GEN BATTERY CHARGER
*RECTIFIER 4	2.13		2P-30	7	⎓	⎓	8	1P-20	0.60		TOWER LIGHT
*RECTIFIER 5	2.13		2P-30	9	⎓	⎓	10	1P-20	0.18		CAB DUPLEX OUTLET
*RECTIFIER 6	2.13		2P-30	11	⎓	⎓	12	----	0.00		SPACE
*RECTIFIER 7	2.13		2P-30	13	⎓	⎓	14	----	0.00		SPACE
*RECTIFIER 8	2.13		2P-30	15	⎓	⎓	16	----	0.00		SPACE
*RECTIFIER 9	2.13		2P-30	17	⎓	⎓	18	----	0.00		SPACE
*RECTIFIER 10	2.13		2P-30	19	⎓	⎓	20	----	0.00		SPACE
*RECTIFIER 11	2.13		2P-30	21	⎓	⎓	22	----	0.00		SPACE
*RECTIFIER 12	2.13		2P-30	23	⎓	⎓	24	----	0.00		SPACE
*RECTIFIER 13	2.13		2P-30	25	⎓	⎓	26	----	0.00		SPACE
*RECTIFIER 14	2.13		2P-30	27	⎓	⎓	28	----	0.00		SPACE
*RECTIFIER 15	2.13		2P-30	29	⎓	⎓	30	----	0.00		SPACE
*RECTIFIER 16	2.13		2P-30	31	⎓	⎓	32	----	0.00		SPACE
*RECTIFIER 17	2.13		2P-30	33	⎓	⎓	34	----	0.00		SPACE
*RECTIFIER 18	2.13		2P-30	35	⎓	⎓	36	----	0.00		SPACE
*RECTIFIER 19	2.13		2P-30	37	⎓	⎓	38	----	0.00		SPACE
*RECTIFIER 20	2.13		2P-30	39	⎓	⎓	40	----	0.00		SPACE
*RECTIFIER 21	2.13		2P-30	41	⎓	⎓	42	----	0.00		SPACE
RECTIFIER 7 (SPARE)	0.00		2P-30						2.02	2.10	Sub-Total (kVA)
RECTIFIER 8 (SPARE)	0.00		2P-30								Sub-Total (kVA)
SPACE	0.00		----								Sub-Total (kVA)
SPACE	0.00		----								Sub-Total (kVA)
SPACE	0.00		----								Sub-Total (kVA)
TVSS (INTERNAL TO ILC)	0.00		2P-30								Sub-Total (kVA)
Sub-Total (kVA)	12.78	12.78							2.02	2.10	Sub-Total (kVA)

Load Description	Connected Load (kVA)		Demand Factor	Demand Load (kVA)		Sub-Total (kVA)
	A	B		A	B	
RECTIFIERS/EQUIP	12.78	12.78	1.00	12.78	12.78	29.68
LARGEST MOTOR	0.00	0.00	1.25	0.00	0.00	
ALL OTHER MOTORS	0.00	0.00	1.00	0.00	0.00	
LIGHTING	1.54	0.60	1.25	1.93	0.75	
DUPLEX RECEPTACLES	0.18	0.00	1.25	0.23	0.00	
TOTAL MISCELLANEOUS	0.30	1.50	1.25	0.38	1.88	
Total Power per Phase				15.32	15.41	
Total Demand Current per Phase				127.67	128.42	
Total Demand Power				30.73		
**Generator Load				29.98		
Total Connected (kVA)				14.80	14.88	

*NOTE: CIRCUIT LOAD AND DEMAND FACTOR PROVIDED BY VERIZON.
 **NOTE: CHARGER LOAD REMOVED AND HEATER LOAD DEMAND FACTOR REDUCED TO 1.00 DURING GENERATOR OPERATION.

1 PANEL SCHEDULE
 E6 NOT TO SCALE



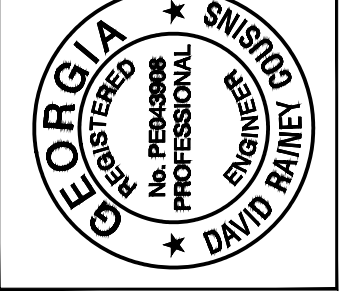
PROJECT INFORMATION:
 SITE NAME: POND FORK
 SITE No.: 581347
 FUZE PROJECT #: 16350691
 4410 HOLLY SPRINGS ROAD
 GILLSVILLE, GA 30543
 HALL COUNTY



PLANS PREPARED BY:
 11720 AMBER PARK DRIVE, SUITE 600
 ALPHARETTA, GA 30009
 PHONE: 770-619-4280
 WWW.KIMLEY-HORN.COM

REV: DATE: ISSUED FOR: BY:

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3	03/06/24	CONSTRUCTION	DRC
2	01/26/22	CONSTRUCTION	CCH
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A	04/29/21	PRELIMINARY	CCH



KHA PROJECT NUMBER: 013509266
 DRAWN BY: TDM
 CHECKED BY: TRN

SHEET TITLE: PANEL SCHEDULE

SHEET NUMBER: E6



10300 OLD ALABAMA ROAD CONNECTOR
ALPHARETTA, GEORGIA 30022

PROJECT INFORMATION:

SITE NAME:
POND FORK
SITE No.: 581347
FUZE PROJECT #: 16350691
4410 HOLLY SPRINGS ROAD
GILLSVILLE, GA 30543
HALL COUNTY

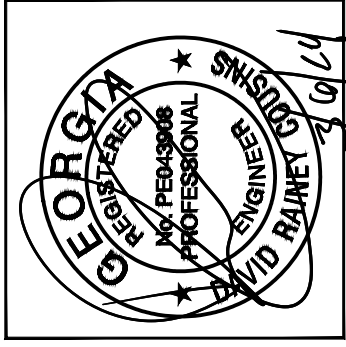
PLANS PREPARED BY:

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2	01/26/22	CONSTRUCTION CCH	
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0	05/18/21	CONSTRUCTION CCH	
A	04/29/21	PRELIMINARY CCH	

LICENSER:



KHA PROJECT NUMBER:

013509266

DRAWN BY: CHECKED BY:

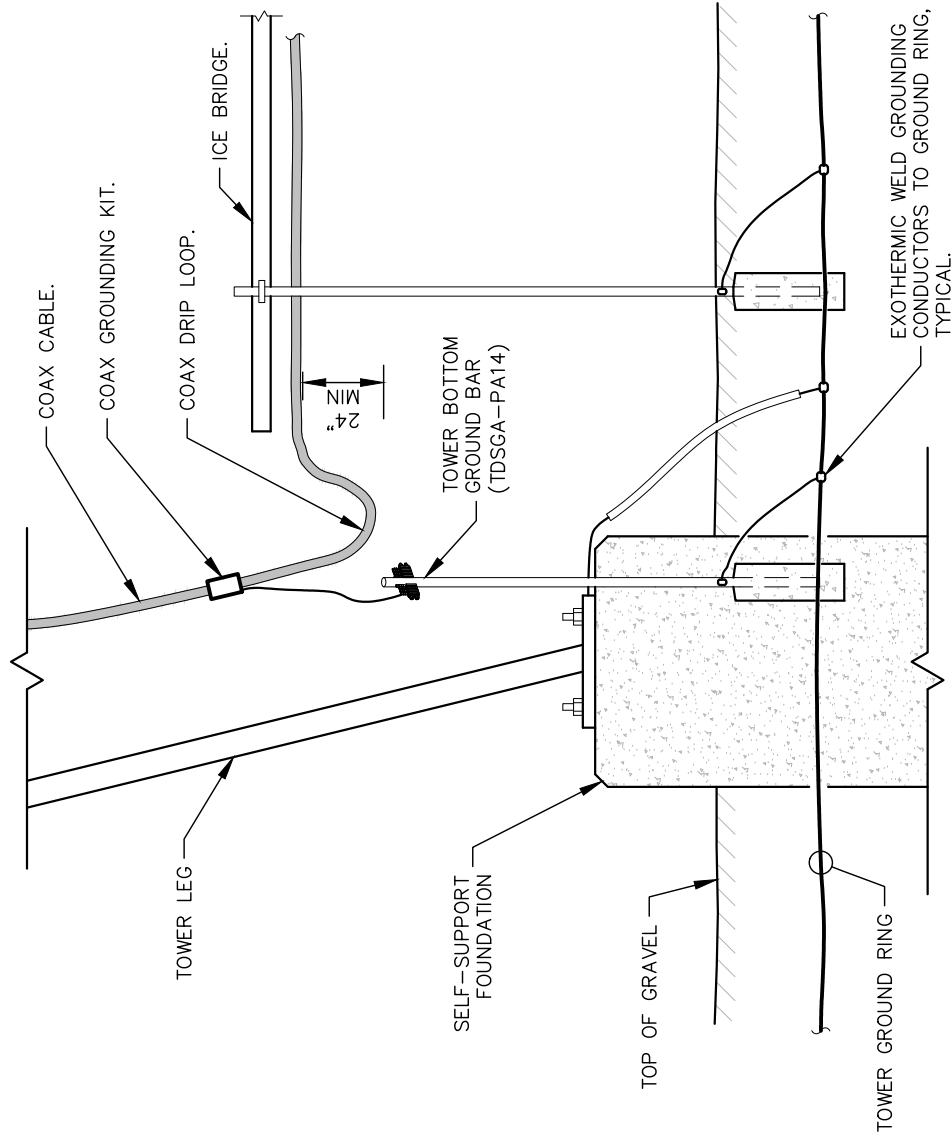
TDM TRN

SHEET TITLE:

ELECTRICAL
DETAILS

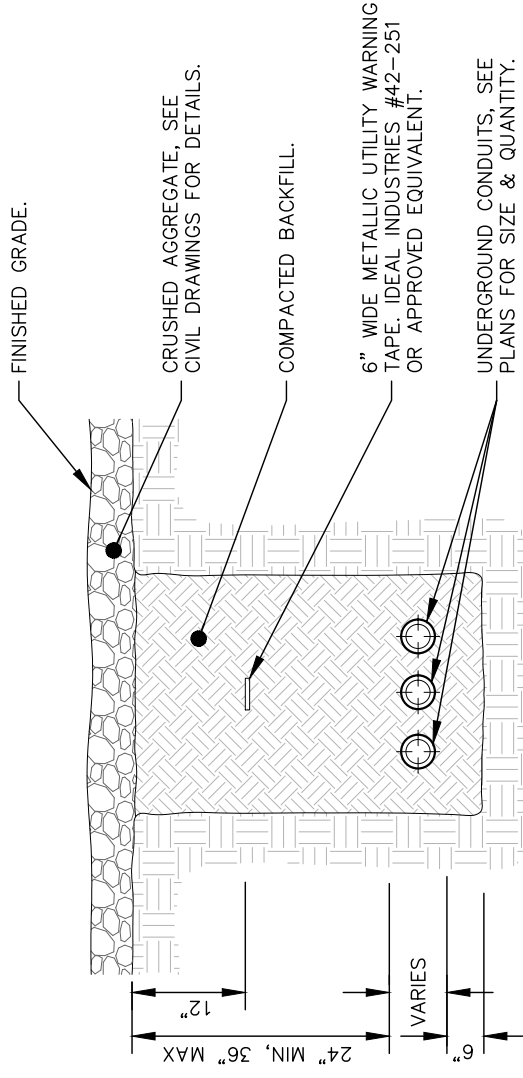
SHEET NUMBER:

E7



1 DRIP LOOP DETAIL

E7 NOT TO SCALE



- NOTES:
- IF GROUND SURFACE IS OTHER THAN NEWLY GRAVELED AREA, CONTRACTOR IS TO RESTORE TO ORIGINAL CONDITION.
 - PROVIDE PVC CONDUIT BELOW GRADE EXCEPT AS NOTED BELOW.
 - PROVIDE SCHEDULE 40 OR SCHEDULE 80 PVC CONDUIT & ELBOWS AT STUB UP LOCATIONS (I.E. POLES, EQUIPMENT, ETC.)
 - PROVIDE SCHEDULE 80 PVC CONDUIT BELOW PARKING LOTS AND ROADWAYS.

2 TYPICAL TRENCH DETAIL

E7 NOT TO SCALE

GROUNDING NOTES

1. THE GROUND RING SHALL CONSIST OF #2 AWG BARE SOLID TINNED COPPER (STC) CONDUCTOR, UNLESS NOTED OTHERWISE, BURIED AT 30" BELOW FINISHED GRADE (OR BELOW FROST LINE). LOCATE 24" MINIMUM AND 36" MAXIMUM FROM EQUIPMENT AREA AND FROM TOWER FOUNDATION. ALL CONNECTIONS SHALL BE MADE USING A PARALLEL TYPE EXOTHERMIC WELD, UNLESS NOTED OTHERWISE.
2. INSTALL GROUND RODS AS SHOWN AND, AS REQUIRED, GROUND RODS TO BE COPPER CLAD STEEL, 5/8" DIAMETER AND 10FT IN LENGTH. SPACING BETWEEN GROUND RODS SHALL BE 10FT MINIMUM AND 15FT MAXIMUM. TOP OF GROUND ROD TO BE 30" MINIMUM BELOW GRADE (OR BELOW FROST LINE). BOND TOP OF GROUND ROD TO GROUND WIRE WITH EXOTHERMIC WELD. DO NOT EXOTHERMICALLY WELD ANYTHING TO GROUND ROD EXCEPT GROUND WIRE WHICH PASSES OVER TOP OF GROUND ROD (CLAMPED CONNECTIONS TO GROUND ROD PER TOWER MANUFACTURERS DETAILS ARE ACCEPTABLE).
3. EQUIPMENT GROUND RING SHALL HAVE A MINIMUM OF 4 GROUND RODS, INSTALLED AT THE CORNERS OF THE GROUND RING PLUS ADDITIONAL RODS AS REQUIRED TO COMPLY WITH THE SPACING REQUIREMENTS. TOWER GROUND RING SHALL HAVE A MINIMUM OF 3 GROUND RODS, EXCEPT USE 4 RODS AT A MONOPOLE TOWER, WHERE SPREAD TOWER FOOTING WOULD PREVENT GROUND RODS FROM BEING DRIVEN INTO SOIL ADJACENT TO TOWER, PROVIDE VERTICAL 1" DIAMETER PVC SLEEVES EMBEDDED IN FOOTING TO ALLOW INSTALLATION OF GROUND RODS.
4. EQUIPMENT GROUND RING AND TOWER GROUND RING SHALL BE BONDED TOGETHER WITH TWO #2 STC GROUND LEADS, TYPICALLY ONE ON EACH SIDE OF ICE BRIDGE.
5. BOND TOWER TO TOWER GROUND RING AT THREE LOCATIONS WITH #2 STC GROUND LEAD. SELF SUPPORT TOWERS SHALL HAVE EACH LEG BONDED TO GROUND RING, MONOPOLES AND GUYED TOWERS SHALL HAVE GROUND LEADS EQUALLY SPACED AROUND TOWER. EXOTHERMICALLY WELD GROUND LEADS TO TOP OF BASE PLATES, OR ATTACH TO TOWER USING TOWER MANUFACTURER PROVIDED DETAIL.
6. PROVIDE #2 STC RADIALS FROM THE TOWER GROUND RING TO EACH FENCE CORNER POST. RADIALS SHALL HAVE GROUND RODS AS PER THE REQUIRED SPACING. THE GROUND ROD AT THE END OF EACH RADIAL SHALL BE 24" MAXIMUM FROM FENCE CORNER POST. EQUIPMENT AREA GROUND RING AND CONNECTING GROUND LEADS [BETWEEN EQUIPMENT AREA AND TOWER GROUND RINGS] MAY BE USED AS PART OF THE RADIAL GOING TO THE FENCE CORNER POST CLOSEST TO THE EQUIPMENT AREA.
7. MINIMUM BEND RADIUS FOR #2 AWG GROUND WIRE IS 12", EXCEPT USE 24" FOR TOWER GROUND RINGS AND EQUIPMENT PAD GROUND RINGS.
8. GROUND ALL EXTERIOR EXPOSED METAL OBJECTS. USE TWO HOLE LUGS FOR CONNECTION TO FLAT METAL SURFACES. USE ONLY STAINLESS STEEL HARDWARE ON ALL MECHANICAL CONNECTIONS. CLEAN ALL SURFACES (AND STRIP PAINTED SURFACES) TO BARE BRIGHT METAL PRIOR TO MAKING GROUND CONNECTIONS. APPLY ANTI-OXIDE COMPOUND TO ALL CONNECTIONS. APPLY ZINC RICH PAINT (COLD GALV.) TO ALL EXOTHERMIC WELDS, AND TO ANY METAL EXPOSED BY CLEANING, STRIPPING, GRINDING, CUTTING OR DRILLING.
9. ALL GROUNDING CONDUCTORS ABOVE GRADE SHALL BE RUN IN 3/4" FLEXIBLE PVC CONDUIT. CONDUIT SHALL BEGIN WITHIN 3/4" OF ABOVE GROUND CONNECTION POINT, SHALL EXTEND 24" BELOW GRADE MINIMUM, AND SHALL BE FILLED WITH SEALANT AT ABOVE GROUND CONNECTION POINT. SECURE CONDUIT EVERY 24" ON VERTICAL RUNS AND EVERY 36" ELSEWHERE WITH NON-METALLIC TIES.

- 10A. AT GUYED AND SELF SUPPORT TOWERS MOUNT TDSGA-PA14 TOWER BOTTOM GROUND BAR ON DEDICATED POST DIRECTLY BELOW COAX CABLES COMING OFF TOWER. POST TO BE 3.5" OD GALVANIZED SCHEDULE 40 PIPE WITH GALVANIZED PIPE CAP. TOP OF POST TO BE 78" ABOVE GRADE. EMBED POST 30" MINIMUM IN 12" DIAMETER BY 36" DEEP MINIMUM CONCRETE FOOTING WITH TOP OF FOOTING 6" BELOW GRADE. IF TOWER FOUNDATION OBSTRUCTS AUGERED FOOTING, USE POST WITH 10" SQUARE GALVANIZED STEEL FLANGE PLATE WELDED TO BOTTOM AND BOLT FLANGE TO TOP OF CONCRETE TOWER FOOTING.
- 10B. AT MONOPOLE TOWERS CLAMP TDSGA-BC14 TOWER BOTTOM GROUND BAR DIRECTLY TO TOWER. IF RUNNING COAX INSIDE MONOPOLE, CLAMP ONTO BOTTOM LIP OF EXIT PORT. IF BANDING COAX TO OUTSIDE OF TOWER, CLAMP ONTO STEEL ANGLE WHICH IS BANGED TO TOWER. BOND TDSGA-BC14 TO TOWER GROUND RING WITH TWO #2 STC LEADS LUGGED TO GROUND BAR AND EXOTHERMICALLY WELDED TO GROUND RING.
11. AT EQUIPMENT AREA, INSTALL TDSGA-PA14 EXTERIOR GROUND BAR (THRU-BOLTED STYLE) AT BASE OF (2) INTERIOR H-FRAME POSTS AND AT TOP OF ICE BRIDGE POST WHICH IS NEAREST TO (BUT CLOSER TO TOWER THAN) THE COAX CABLE TERMINATION. MOUNT GROUND BAR TO H-FRAME POSTS AT 6" ABOVE GRAVEL AND TO ICE BRIDGE POST AT 6FT ABOVE GRAVEL.
12. ALL ICE BRIDGE SECTIONS ARE TO BE JUMPERED TOGETHER WITH #2 WIRE, EITHER BARE TINNED COPPER OR GREEN INSULATED STRANDED. ICE BRIDGE SHALL BE GROUND AT EACH END WITH #2 STC WIRE LUGGED TO ICE BRIDGE AND EXOTHERMICALLY WELDED TO UPPER PORTION OF NEAREST ICE BRIDGE POST. ICE BRIDGE SECTIONS ABOVE H-FRAME SHALL BE BONDED TO EACH OTHER WITH JUMPERERS AT EACH END - THIS ASSEMBLY WILL BE CONSIDERED AS A SINGLE ICE BRIDGE SECTION FOR GROUNDING PURPOSES.
13. BOND EACH ICE BRIDGE POST, H-FRAME POST OR DEDICATED GROUNDING POST TO BURIED GROUNDING SYSTEM WITH #2 STC LEAD EXOTHERMICALLY WELDED TO POST BELOW TOP OF GRAVEL AND EXOTHERMICALLY WELDED TO GROUND RING. EACH POST TO HAVE SEPARATE GROUND LEAD DIRECTLY TO GROUND RING - DO NOT DAISY CHAIN POSTS TOGETHER.
14. BOND EACH RF CABINET TO EQUIPMENT GROUND RING WITH #2 AWG TINNED SOLID BARE COPPER CONDUCTOR LUGGED TO CABINET BODY AND EXOTHERMICALLY WELDED TO GROUND RING. LUG TO CABINET BODY USING LOCATION AT WHICH STUDS ON CABINET CHASSIS HAVE DIRECT GROUND WIRE CONNECTION TO CABINET INTERNAL GROUND BAR. RUN CONDUIT AND CONDUCTOR ACROSS BACK OF CABINET (DO NOT RUN TOWARDS NEAREST CORNER OF CABINET AND THEN BEND GROUND WIRE SHARPLY), ACROSS CONCRETE PAD BELOW CABLE LADDER, THEN DOWN INTO GRAVEL AREA.
15. BOND EACH BATTERY CABINET TO GROUND RING WITH #2 AWG TINNED SOLID BARE COPPER CONDUCTOR LUGGED TO CABINET BODY AND EXOTHERMICALLY WELDED TO GROUND RING. RUN GROUND LEAD IN FLEX CONDUIT ALONG BACK OF RBA72 CABINET, ACROSS CONCRETE PAD BELOW CABLE LADDER, THEN DOWN INTO GRAVEL AREA. CONNECT TWO HOLE LUG TO BACK OF CABINET AT FACTORY PROVIDED GROUNDING STUDS.
16. BOND GENERATOR TO GROUND RING WITH #2 STC AT TWO DIAGONALLY OPPOSITE LOCATIONS BY DRILLING AND BOLTING TWO HOLE LUG TO FINS ON GENERATOR BASE STRUCTURE. GROUND LEADS SHOULD TAKE SHORTEST PATH ACROSS CONCRETE PAD TO GRAVEL AREA, THEN CONTINUE TO GROUND RING.

17. WHERE PROPANE TANK IS INSTALLED TO FUEL GENERATOR, BOND PROPANE TANK TO GROUND RING WITH A SINGLE #2 STC CLAMPED TO FILLER PIPE OF PROPANE TANK AND EXOTHERMICALLY WELDED TO GROUND RING. GROUND LEAD SHOULD RUN TO TANK SUPPORT AND TAKE SHORTEST PATH ACROSS CONCRETE PAD TO GRAVEL AREA, THEN CONTINUE TO GROUND RING. IF PROPANE TANK FUEL LINE IS METALLIC AND CROSSES EQUIPMENT GROUND RING, BOND FUEL LINE TO EQUIPMENT GROUND RING WHERE THE TWO LINES CROSS WITH A SINGLE #2 STC CLAMPED TO FUEL LINE AND EXOTHERMICALLY WELDED TO GROUND RING.
18. BOND GPS ANTENNA and GPS ANTENNA MOUNT TO TSDGA GROUND BAR AT BOTTOM OF H-FRAME POST WITH #2 GREEN INSULATED STRANDED GROUND WIRE.
19. PROVIDE TWO GROUND RODS OUTSIDE GATES OF COMPOUND. DISTANCE BETWEEN GROUND RODS SHALL MATCH WIDTH OF GATE OPENING, AND DISTANCE FROM FENCE SHALL MATCH LENGTH OF LONGEST INDIVIDUAL GATE LEAF. BOND GATE POSTS TOGETHER WITH #2 STC LEAD WHICH RUNS PAST AND CONNECTS TO GROUND RODS OUTSIDE GATES.
20. BOND EACH GATE POST WITH #2 STC TO NEAREST PORTION OF GROUNDING SYSTEM INSIDE COMPOUND.
21. BOND EACH GATE TO GATE POST WITH FLEXIBLE INSULATED OR BRAIDED #4/0 COPPER STRAP. EXOTHERMICALLY WELD STRAP TO BOTH GATE AND GATE POSTS.
22. ANY METAL FENCE POST WITHIN 6FT OF A GROUNDED METAL OBJECT SHALL BE BONDED TO THE NEAREST GROUND RING. ANY METAL FENCE WITHIN 6FT OF A GROUND RING SHALL HAVE THE LINE POSTS BONDED TO THE GROUND RING AT 20FT MAXIMUM INTERVALS AS MEASURED ALONG THE LENGTH OF THE FENCE.
23. WHERE GROUND BASED RRU'S, RAYCAP OVP'S OR DIPLXERS ARE INSTALLED AT THE EQUIPMENT AREA, BOND EACH COMPONENT TO NEAREST TDSGA GROUND BAR BELOW THE COMPONENT WITH #2 GREEN INSULATED STRANDED GROUND WIRE. SINGLE HOLE LUG OR RING TYPE CONNECTOR IS SUITABLE FOR CONNECTION TO GROUNDING STUD ON EACH COMPONENT.
24. NOTIFY VZW CM TO INSPECT GROUND RING BEFORE BACKFILLING. CONTRACTOR SHALL HIRE A 3RD PARTY TO PERFORM AN IEEE81 FALL OF POTENTIAL METHOD GROUND TEST. MAXIMUM ALLOWABLE RESISTANCE TO GROUND IS 5 OHMS. PROVIDE ADDITIONAL GROUND SYSTEM COMPONENTS AS REQUIRED TO ACHIEVE THIS VALUE.
25. REFER TO TOWER GROUNDING DIAGRAM AND NOTES FOR GROUND SYSTEM REQUIREMENTS ON THE TOWER.
26. GROUNDING OF ALL ELECTRICAL EQUIPMENT SHALL BE AS PER NEC, MUNICIPAL AND UTILITY COMPANY REQUIREMENTS.

verizon

10300 OLD ALABAMA ROAD, CONNECTOR
ALPHARETTA, GEORGIA 30022

PROJECT INFORMATION:

SITE NAME:
POND FORK
SITE No.: 581347
FUZE PROJECT #: 16350691
4410 HOLLY SPRINGS ROAD
GILLSVILLE, GA 30543
HALL COUNTY

PLANS PREPARED BY:

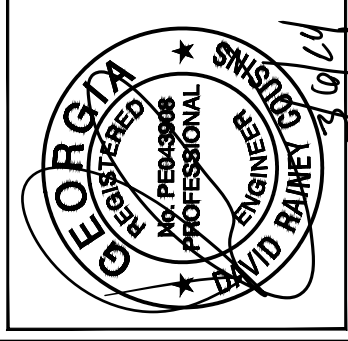
Kimley»Horn

11720 AMBER PARK DRIVE, SUITE 600
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REV: DATE: ISSUED FOR: BY:

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3	03/06/24	CONSTRUCTION	DRG
2	01/26/22	CONSTRUCTION	CCH
1	08/31/21	CONSTRUCTION	CCH
0	05/18/21	CONSTRUCTION	CCH
A	04/29/21	PRELIMINARY	CCH

LICENSER:



KHA PROJECT NUMBER:

013509266

DRAWN BY:

TDM

CHECKED BY:

TRN

SHEET TITLE:

**GROUNDING
NOTES**

SHEET NUMBER:

E8

PROJECT INFORMATION:

SITE NAME:
POND FORK
SITE No.: 581347
FUZE PROJECT #: 16350691
4410 HOLLY SPRINGS ROAD
GILLSVILLE, GA 30543
HALL COUNTY

PLANS PREPARED BY:

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LICENSER:



KHA PROJECT NUMBER:

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DRAWN BY:

TDM

CHECKED BY:

TRN

SHEET TITLE:

GROUNDING PLAN

SHEET NUMBER:

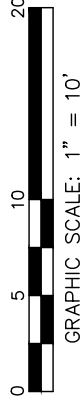
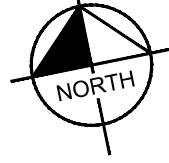
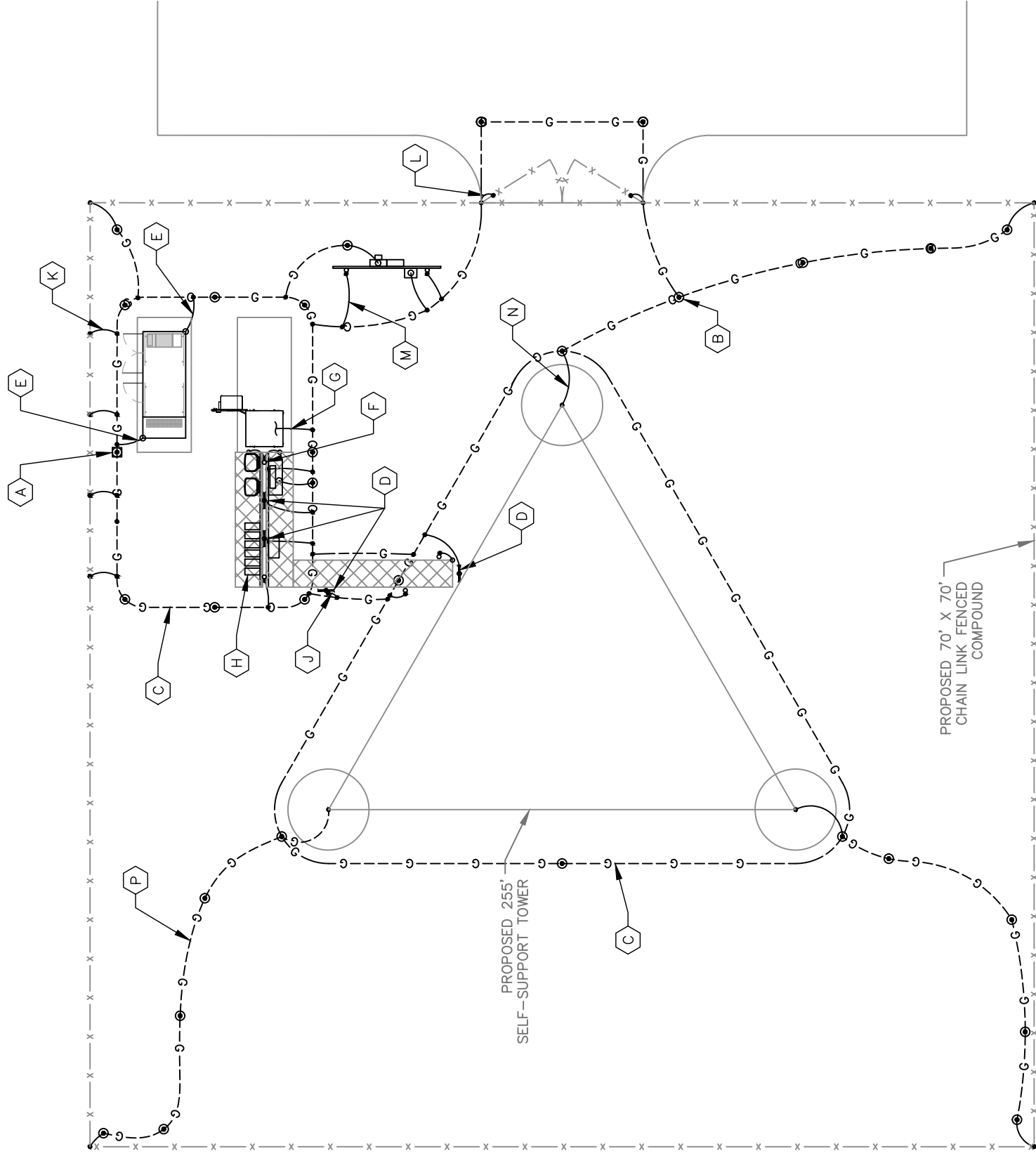
E9

KEY NOTES - GROUNDING EQUIPMENT

- A GROUND ROD TEST WELL (SEE DETAIL 1/E11).
- B GROUND ROD, TYPICAL (SEE DETAIL 2/E11 AND NOTES 2 AND 3 ON E8).
- C TOWER AND EQUIPMENT GROUND RING (SEE NOTES 1, 3, 4, 5, 6 AND 7 ON E8).
- D TDSGA-PA14 OR TDSGA-BC14 WHERE APPLICABLE (SEE NOTES 10 AND 11 ON E8).
- E GENERATOR GROUNDING (SEE NOTE 16 ON E8).
- F GPS ANTENNA GROUNDING (SEE NOTE 18 ON E8).
- G RF CABINET GROUNDING (SEE NOTE 14 ON E8).
- H RRU'S AND OVP'S GROUNDING (SEE NOTE 23 ON E8).
- J ICE BRIDGE POST BOND TO GROUND RING, TYPICAL (SEE NOTES 12 AND 13 ON E8).
- K FENCE POST GROUNDING, TYPICAL (SEE NOTE 22 ON E8).
- L GATE GROUNDING, TYPICAL (SEE NOTES 19, 20 & 21 ON E8).
- M UTILITY H-FRAME GROUNDING, TYPICAL (SEE SHEET E4 AND NOTE 13 ON E8).
- N TOWER GROUNDING, TYPICAL (SEE NOTES 5, 6 & 25 ON E8).
- P GROUND RADIALS, TYPICAL (SEE NOTE 6 ON E8).
- Q REFER TO SHEETS E8, E10, E11 & E12 FOR GROUNDING NOTES, DETAILS, AND SPECIFICATIONS.

LEGEND:

- G--- GROUND RING
- G---(●)--- GROUND ROD EXOTHERMICALLY WELDED TO GROUND RING
- EXOTHERMIC WELD
- ⊙ GROUND ROD TEST WELL (SEE DETAIL 1/E11)
- ⊕ MECHANICAL CONNECTION



1
E9
GROUNDING PLAN
SCALE: 1" = 10'

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SITE No.: 581347
FUZE PROJECT #: 16350691
4410 HOLLY SPRINGS ROAD
GILLSVILLE, GA 30543
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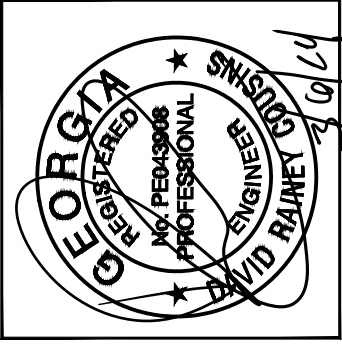
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0	05/18/21	CONSTRUCTION	CCH
A	04/29/21	PRELIMINARY	CCH

LICENSER:



KHA PROJECT NUMBER:

013509266

DRAWN BY: CHECKED BY:

TDM TRN

SHEET TITLE:

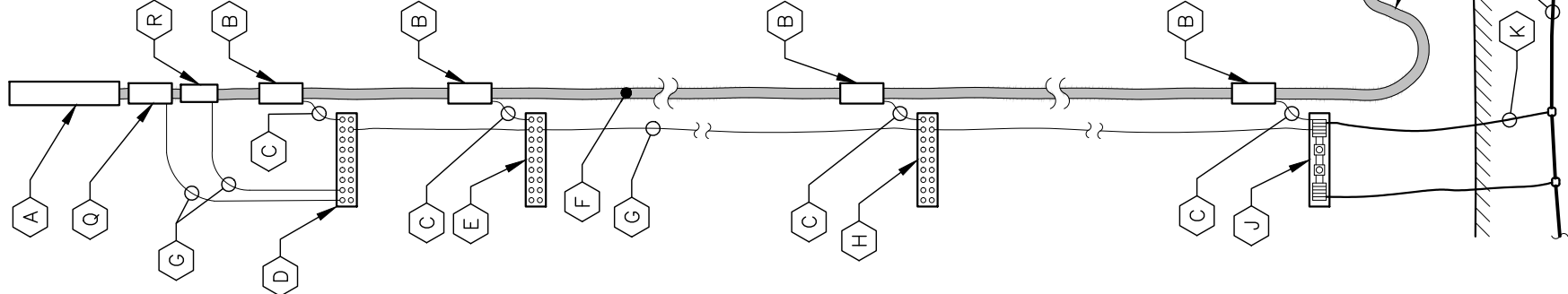
**GROUNDING
SINGLE LINE
DIAGRAM**

SHEET NUMBER:

E10

KEY NOTES - CONDUIT, CONDUCTORS, & MISC

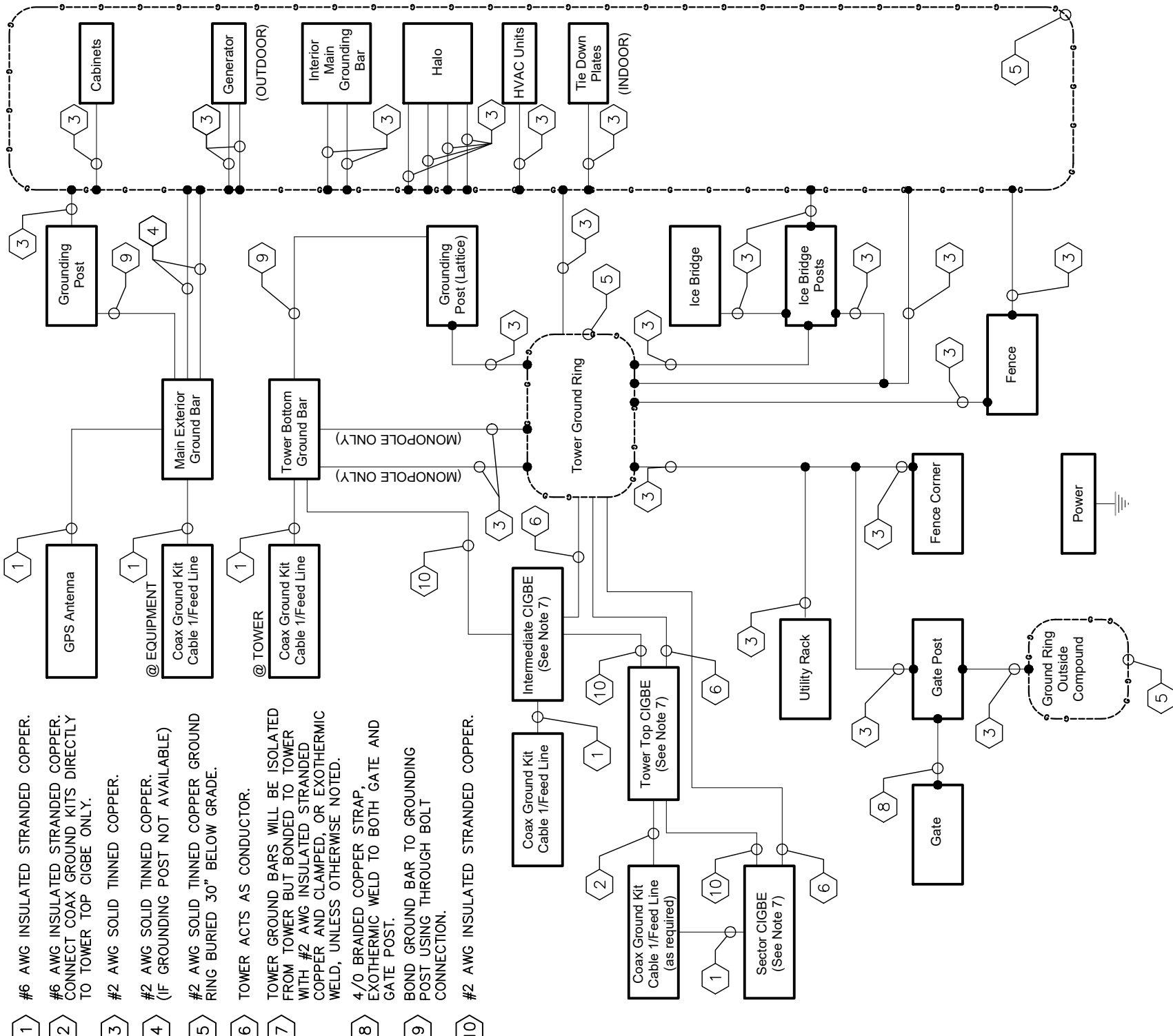
- A PROPOSED ANTENNA.
- B COAX OR HYBRID CABLE GROUNDING KIT, TYPICAL. GROUNDING KITS ARE REQUIRED EVERY 75 FT MAXIMUM EXCEPT WHERE COAX IS CONCEALED INSIDE MONOPOLE OR OTHER INACCESSIBLE SPACE.
- C #6 AWG INSULATED GROUNDING CONDUCTOR FROM COAX GROUND KIT TO TOWER GROUND BAR, TYPICAL.
- D SECTOR CIGBE GROUND BAR, PROVIDE ONE PER SECTOR NEXT TO ANTENNAS (OPTIONAL ON GUYED TOWERS) AND ISOLATED FROM TOWER. BOND TO TOWER OR SECTOR FRAME WITH #2 AWG SOLID TINNED COPPER AND APPROVED CLAMP. (SEE NOTE P BELOW)
- E TOWER TOP CIGBE GROUND BAR MOUNTED TO TOWER WHERE COAX CABLES LEAVE VERTICAL WAVE GUIDE SUPPORT OR COMMON CABLE TRAY. TYPICALLY OCCURS ON GUY TOWERS (IN LIEU OF SECTOR CIGBE'S), ROOFTOPS, OR ON WATER TANKS (THRU-BOLTED TO MESSENGER PIPE) IN ORDER TO MAINTAIN 75 FEET MAXIMUM DISTANCE BETWEEN COAX GROUND KITS. ISOLATE CIGBE FROM TOWER AND BOND TO TOWER WITH #2 AWG BARE SOLID TINNED COPPER AND APPROVED CLAMP. (SEE NOTE P BELOW)
- F COAX OR HYBRID CABLE.
- G #2 AWG INSULATED, STRANDED COPPER. (SEE NOTE P BELOW)
- H INTERMEDIATE CIGBE GROUND BAR MOUNTED TO TOWER BELOW AND WITHIN 3 FEET OF COAX GROUND KITS AND ISOLATED FROM TOWER (THRU-BOLTED TO MESSENGER PIPE ON WATER TANKS). BOND TO TOWER WITH #2 AWG BARE SOLID TINNED COPPER AND APPROVED CLAMP. (SEE NOTE P BELOW)
- J TOWER BOTTOM GROUND BAR TDGSA-PA14 ON DEDICATED STEEL POST WHERE POSSIBLE; OTHERWISE TDGSA-BC14 CLAMPED DIRECTLY TO TOWERS STEEL (THRU-BOLTED TO MESSENGER PIPE ON WATER TANKS).
- K #2 AWG BARE STRANDED TINNED COPPER GROUNDING CONDUCTOR WHEN USING TDGSA-BC14. TYPICAL TWO CONNECTIONS TO GROUND RING.
- L #2 AWG SOLID TINNED COPPER TOWER GROUND RING. DRIP LOOP.
- M TO SHELTER/RF CABINETS.
- N IF UNABLE TO CLAMP #2 AWG BARE SOLID TINNED COPPER TO METAL STRUCTURE, THEN RUN #2 AWG INSULATED STRANDED TINNED COPPER FROM CIGBE TO NEXT LOWEST CIGBE.
- Q PROPOSED RRU AND DIPLEXER (IF USED).
- R PROPOSED RAYCAP.



2 COAX-TOWER GROUNDING SCHEMATIC
E10 NOT TO SCALE

KEY NOTES - ELECTRICAL EQUIPMENT

- 1 #6 AWG INSULATED STRANDED COPPER.
- 2 #6 AWG INSULATED STRANDED COPPER. CONNECT COAX GROUND KITS DIRECTLY TO TOWER TOP CIGBE ONLY.
- 3 #2 AWG SOLID TINNED COPPER.
- 4 #2 AWG SOLID TINNED COPPER. (IF GROUNDING POST NOT AVAILABLE)
- 5 #2 AWG SOLID TINNED COPPER GROUND RING BURIED 30" BELOW GRADE.
- 6 TOWER ACTS AS CONDUCTOR.
- 7 TOWER GROUND BARS WILL BE ISOLATED FROM TOWER BUT BONDED TO TOWER WITH #2 AWG INSULATED STRANDED COPPER AND CLAMPED, OR EXOTHERMIC WELD, UNLESS OTHERWISE NOTED.
- 8 4/0 BRAIDED COPPER STRAP. EXOTHERMIC WELD TO BOTH GATE AND GATE POST.
- 9 BOND GROUND BAR TO GROUNDING POST USING THROUGH BOLT CONNECTION.
- 10 #2 AWG INSULATED STRANDED COPPER.



1 GROUNDING SINGLE LINE DIAGRAM
E10 NOT TO SCALE



10300 OLD ALABAMA ROAD CONNECTOR
ALPHARETTA, GEORGIA 30022

PROJECT INFORMATION:

SITE NAME:
POND FORK
SITE No.: 581347
FUZE PROJECT #: 16350691
4410 HOLLY SPRINGS ROAD
GILLSVILLE, GA 30543
HALL COUNTY

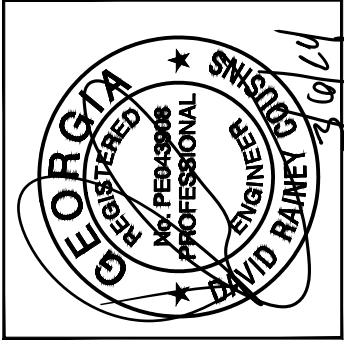
PLANS PREPARED BY:

Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

REV: DATE: ISSUED FOR: BY:

7			
6			
5			
4			
3	03/06/24	CONSTRUCTION DRC	
2	01/26/22	CONSTRUCTION CCH	
1	08/31/21	CONSTRUCTION CCH	
0	05/18/21	CONSTRUCTION CCH	
A	04/29/21	PRELIMINARY CCH	

LICENSER:



KHA PROJECT NUMBER:

013509266

DRAWN BY: CHECKED BY:

TDM TRN

SHEET TITLE:

GROUNDING
DETAILS

SHEET NUMBER:

E11

THREADED 8" DIAMETER SCHEDULE 40 PVC PLUG.

FINISHED GRADE.

CRUSHED AGGREGATE, SEE CIVIL DRAWINGS FOR DETAILS.

LOOP GROUND RING INTO TEST WELL.

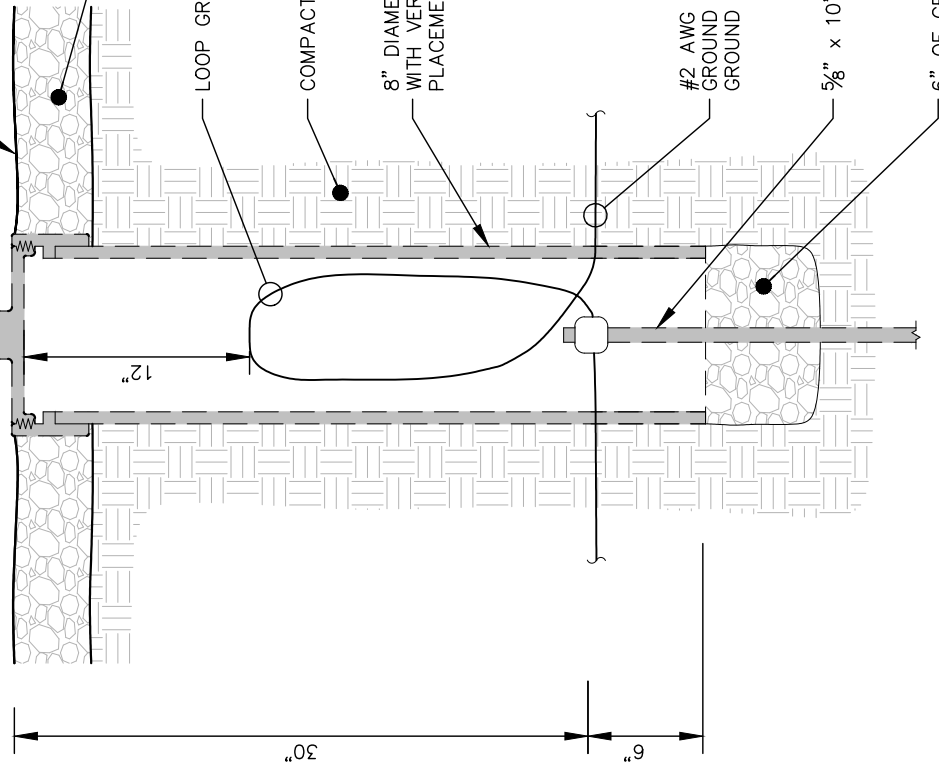
COMPACTED BACKFILL.

8" DIAMETER SCHEDULE 40 PVC PIPE WITH VERTICAL SLOT TO ALLOW PIPE PLACEMENT THRU GROUND RING.

#2 AWG BARE SOLID TINNED COPPER GROUND RING, EXOTHERMIC WELD TO GROUND ROD.

5/8" x 10' COPPER CLAD GROUND ROD.

6" OF CRUSHED AGGREGATE.



1 GROUND ROD TEST WELL DETAIL

E11 NOT TO SCALE

FINISHED GRADE.

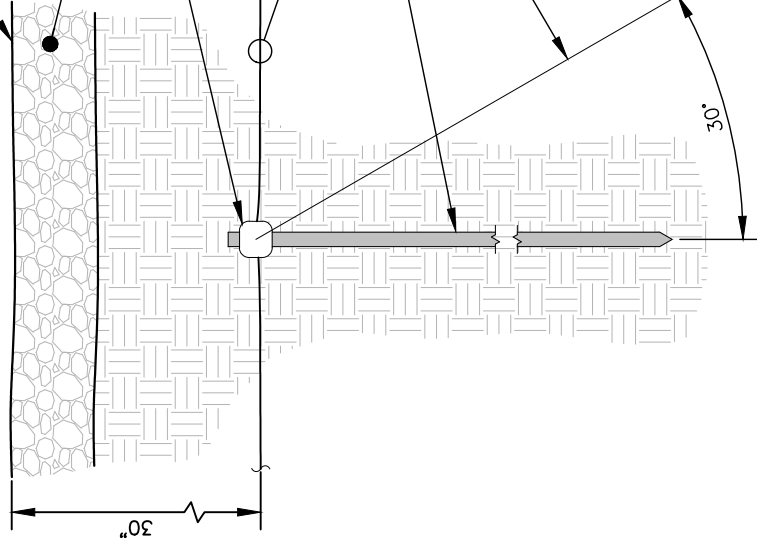
CRUSHED AGGREGATE, SEE CIVIL DRAWINGS FOR DETAILS.

EXOTHERMIC WELD, SEAL WITH TWO (2) COATS OF COLD GALVANIZED PAINT.

#2 BARE SOLID TINNED COPPER GROUND RING, EXOTHERMIC WELD TO GROUND ROD.

5/8" x 10' COPPER CLAD GROUND ROD.

PLACEMENT OF GROUND ROD SHALL NOT EXCEED 30 DEGREES FROM VERTICAL.



2 GROUND ROD INSTALLATION DETAIL

E11 NOT TO SCALE

PROJECT INFORMATION:

SITE NAME:
POND FORK
SITE No.: 581347
FUZE PROJECT #: 16350691
4410 HOLLY SPRINGS ROAD
GILLSVILLE, GA 30543
HALL COUNTY

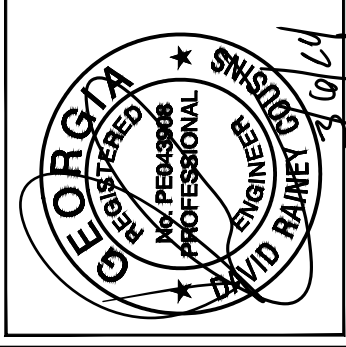
PLANS PREPARED BY:

Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

REV: DATE: ISSUED FOR: BY:

7			
6			
5			
4			
3	03/06/24	CONSTRUCTION	DRC
2	01/26/22	CONSTRUCTION	CCH
1	08/31/21	CONSTRUCTION	CCH
0	05/18/21	CONSTRUCTION	CCH
A	04/29/21	PRELIMINARY	CCH

LICENSER:



KHA PROJECT NUMBER:

013509266

DRAWN BY:

TDM

CHECKED BY:

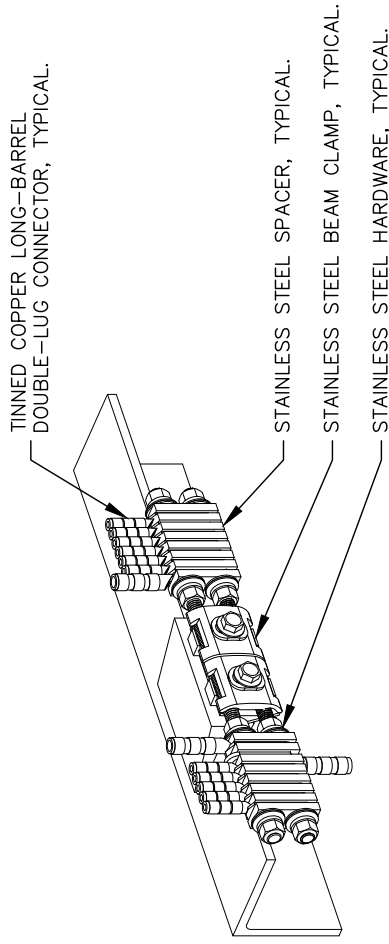
TRN

SHEET TITLE:

GROUNDING
DETAILS

SHEET NUMBER:

E12



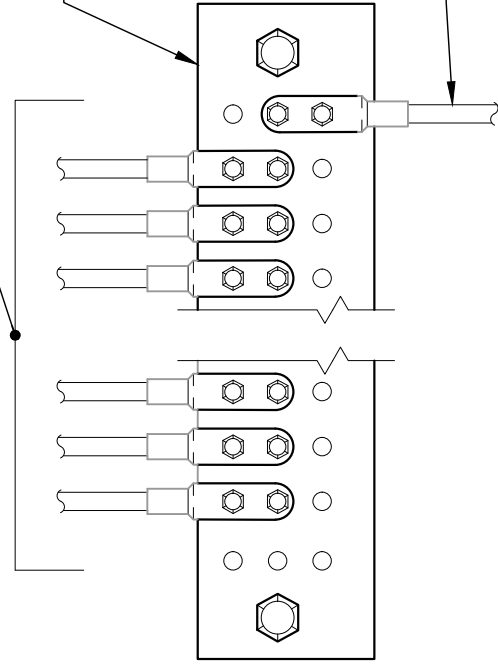
1 BAR NONE GROUNDED BEAM CLAMP (TDSGA-BC14)

E12 NOT TO SCALE

#6 AWG INCOMING GROUNDING CONDUCTORS FROM COAX GROUNDING KITS. (FOR TOWER TOP CIGBE'S OCCURS ONLY ON GUYED TOWERS, OR ON OTHER STRUCTURES WHERE REQUIRED TO ACHIEVE 75 FT MAXIMUM DISTANCE BETWEEN COAX GROUNDING LOCATIONS.)

CIGBE GROUND BARS ON ANTENNA TOWER, ISOLATE FROM TOWER.

#2 AWG GROUNDING CONDUCTOR RUN FROM CIGBE TO TOWER USING CLAMP, OR RUN #2 AWG INSULATED GROUNDING CONDUCTOR TO NEXT LOWER CIGBE.

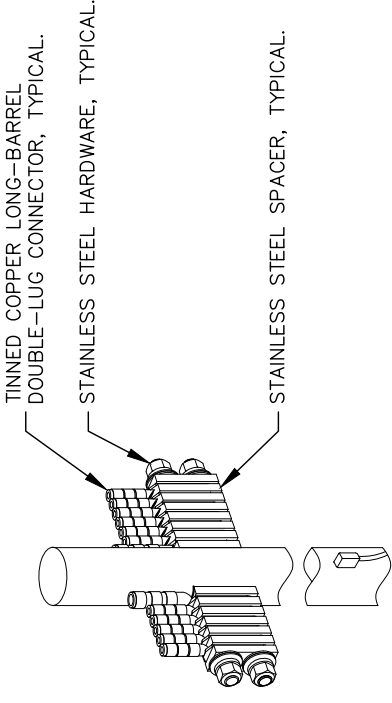


3 ANTENNA GROUND WIRE INSTALLATION DETAIL

E12 NOT TO SCALE

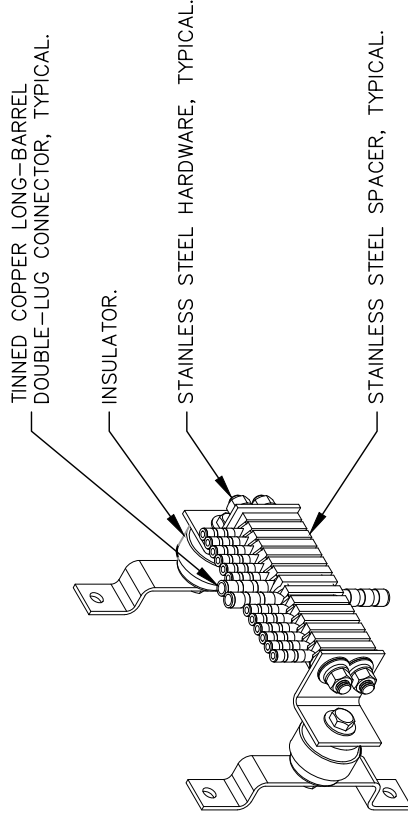
NOTES:

- ALL CIGBE GROUND BARS ON TOWER ARE TO BE ERICO TDSGA. TYPICALLY USE TDSGA-WB17 ISOLATED FROM UNISTRUT BRACKET.
- IF CIGBE CANNOT BE CONNECTED TO TOWER WITH #2 AWG GROUNDING CONDUCTOR, VIA CLAMP OR EXOTHERMIC WELD, THEN RUN #2 AWG BLACK GROUND LEAD FROM CIGBE DOWN TO NEXT LOWER CIGBE. SECURE GROUND LEAD WITH NON-METALIC TIES AT SAME SPACING AS COAX SUPPORTS.



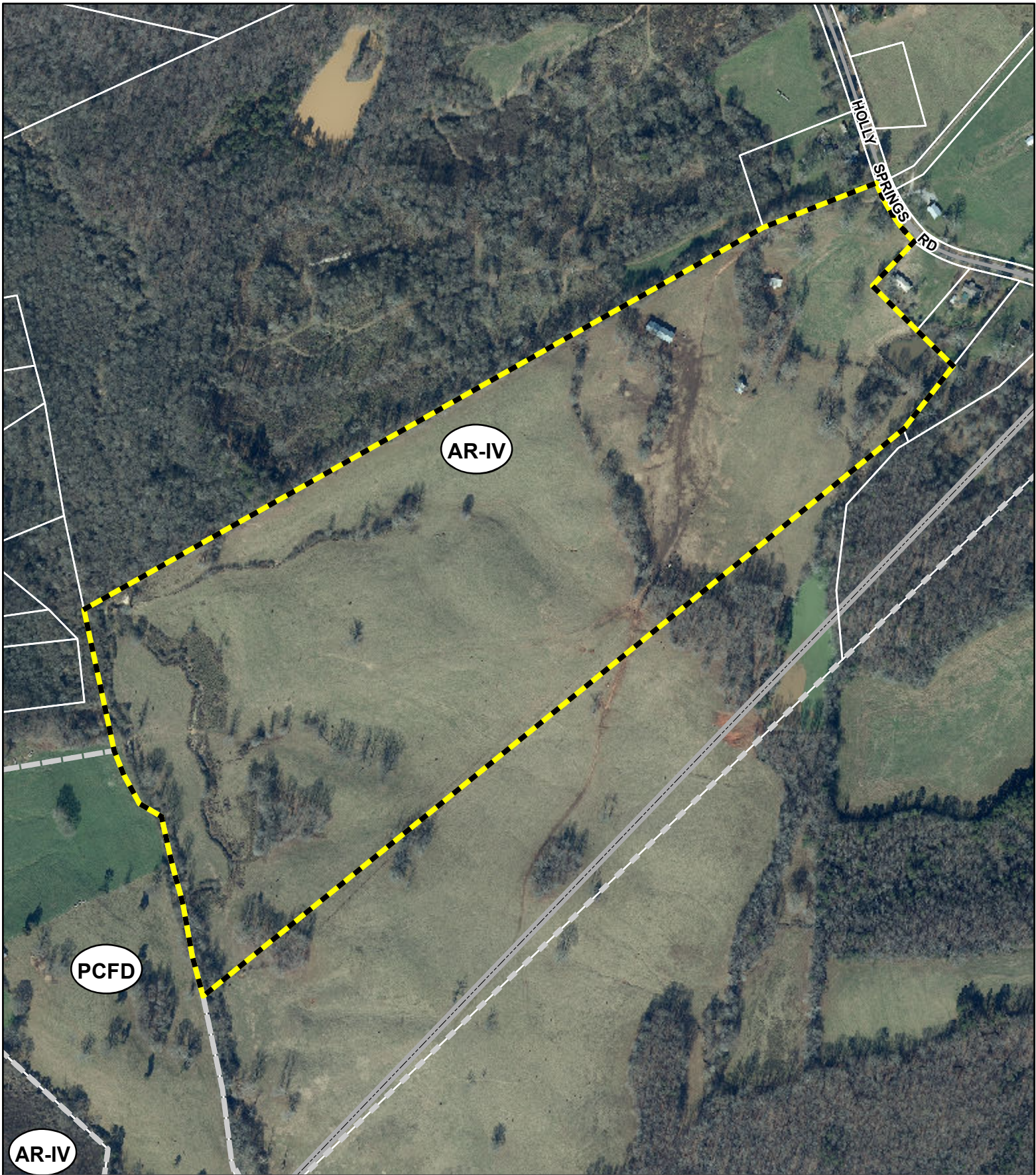
2 BAR NONE POST MOUNTED (TDSGA-PA14)

E12 NOT TO SCALE

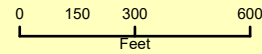





4 BAR NONE INSULATED (TDSGA-WB17)

E12 NOT TO SCALE



Applicant: VERIZON WIRELESS/ WAYNE BRUCE/ PYRAMID NETWORK SERVICES
Tax Parcel #: 15002 000061
Location: 4410 HOLLY SPRINGS ROAD
Commission District 3 **PC Mtg. Date:** 04/15/24



-  Zoning Boundary
-  City Limits
-  Subject Area





Subject Area

AR-IV

HOLLY SPRINGS RD

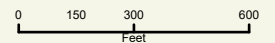
PCFD

Applicant: VERIZON WIRELESS/ WAYNE BRUCE/ PYRAMID NETWORK SERVICES

Tax Parcel #: 15002 000061

Location: 4410 HOLLY SPRINGS ROAD

Commission District 3 PC Mtg. Date: 04/15/24



- Zoning Boundary
- City Limits
- ▨ Subject Area
- Structure





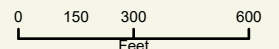
Applicant: VERIZON WIRELESS/ WAYNE BRUCE/ PYRAMID NETWORK SERVICES






Tax Parcel #: 15002 000061

Location: 4410 HOLLY SPRINGS ROAD

Commission District 3

PC Mtg. Date: 04/15/24



-  Zoning Boundary
 -  City Limits
 -  Subject Area
 -  Structure
- 

Kimley»Horn

March 6, 2024

Mr. Matt Hartley
Verizon Wireless
10300 Old Alabama Connector Road
Alpharetta, GA 30022

Re: Engineers Opinion of Tower Fall Zone – Pond Fork
4410 Holly Springs Road
Gillsville, GA 30543

Dear: Mr. Hartley

As part of the proposed telecommunications site listed above, we are designing the site to conform to the need of setback requirements. When the tower structure is procured and awarded to a tower manufacturer, the tower manufacturer will have considered and by design, controlled the characteristics of a tower collapse in the unlikely event of a greater than code-prescribed load event.

The industry standard, TIA-222-H, provides the applicable loads and strength design requirements for towers, foundations and the surrounding soils. It is based on a load and resistance factored design (LRFD) and ultimate strength design (USD) approach. These approaches apply larger than anticipated loads, including weights, wind, wind with ice and earthquake, as applicable to the site and structure. For instance, the wind loading used in the standard is based on a 50-year storm with a 2 percent probability of occurrence. An overload factor of 1.6 is applied to design wind load.

These loads are then compared with the reduced calculated resistances of the steel tower, concrete foundation and surrounding soils. Steel and concrete components are designed by reducing their calculated strength one tenth to one quarter. Foundation (soil) components are designed by reducing their calculated strength by one quarter.

This results in a factor of safety between 1.78 and 2.13. Therefore, towers are not designed to fail. Rather, we design them to sustain little to no damage during a design event. In our industry, this usually involves winds resulting from a hurricane.

If failure were to occur, the mode would likely include: localized buckling of bracing or vertical pipe columns, bending over and contacting the tower below or collapsing to ground. In either instance, the profile exposed to the wind would greatly reduce, thus would the loading on the remaining portion of tower.

Given the potential failure types, it should be noted that given a setback of twice the height of the tower to the property lines and four times the height from any off-site residential structure, this is more than adequate to contain any particular failure. With a tower height of 265', we have provided 530'-7" to the nearest property line as well as 1,060'-0" to the nearest off-site residential structure.

Sincerely,

David Cousins, P.E.





Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No.
2021-ASO-7398-OE

Issued Date: 10/20/2022

Network Regulatory
Cellco Partnership
5055 North Point Pkwy
NP2NE Network Engineering
Alpharetta, GA 30022

**** Extension ****

A Determination was issued by the Federal Aviation Administration (FAA) concerning:

Structure:	Antenna Tower POND_FORK - A - 16350691
Location:	Gillsville, GA
Latitude:	34-15-00.48N NAD 83
Longitude:	83-40-41.76W
Heights:	916 feet site elevation (SE) 265 feet above ground level (AGL) 1181 feet above mean sea level (AMSL)

In response to your request for an extension of the effective period of the determination, the FAA has reviewed the aeronautical study in light of current aeronautical operations in the area of the structure and finds that no significant aeronautical changes have occurred which would alter the determination issued for this structure.

Accordingly, pursuant to the authority delegated to me, the effective period of the determination issued under the above cited aeronautical study number is hereby extended and will expire on 04/20/2024 unless otherwise extended, revised, or terminated by this office. You must adhere to all conditions identified in the original determination.

This extension issued in accordance with 49 U.S.C., Section 44718 and, if applicable, Title 14 of the Code of Federal Regulations, part 77, concerns the effect of the structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this extension will be forwarded to the Federal Communications Commission (FCC) because the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (718) 553-2611, or angelique.eersteling@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2021-ASO-7398-OE.

Signature Control No: 470347703-558563778

(EXT)

Angelique Eersteling
Technician

Attachment(s)
Additional Information
Case Description

cc: FCC

Additional information for ASN 2021-ASO-7398-OE

All conditions previously cited in the original FAA determination will remain in effect.

Case Description for ASN 2021-ASO-7398-OE

Proposed 265' antenna tower. Dual/medium intensity marking/lighting is requested. For questions contact Crystal Swanson 770-797-1233. Crystal.Swanson@verizonwireless.com



1395 South Marietta Parkway, Building 400, Suite 209, Marietta, GA 30067 - 678-653-8673 - www.trileaf.com

March 8, 2024

Georgia Department of Community Affairs
Attn: Ms. Jennifer Dixon, Division Director, Historic Preservation Division
60 Executive Park South, NE
Atlanta, Georgia 30329
Phone: 770-389-7844

RE: **Cellco partnership and its controlled affiliates doing business as Verizon Wireless (Verizon Wireless) – POND_FORK - A /VZW# 16350691 – Trileaf Project #676105**
4416 Holly Springs Rd, Gillsville, Georgia 30543
Hall County, Gillsville Quadrangle (USGS)
Latitude: 34° 15' 0.48" N, Longitude: 83° 40' 41.76" W

Dear Ms. Dixon:

Trileaf Corporation is in the process of completing a NEPA Addendum at the referenced property. *Verizon Wireless* originally proposed to construct 255-foot (265-foot overall height) Self-Support Communications Tower and associated equipment within a 70-foot by 70-foot fenced compound enclosed within a 100-foot by 100-foot square foot lease area. The project includes a 30-foot-wide access/utility easement containing a 12-foot-wide gravel drive extending approximately 548 feet north-northeast, then continuing approximately 767.89 feet east-northeast along an existing gravel drive towards Holly Springs Road. The proposed project area is located within a wooded area.

In April 2021, Trileaf Corporation (Trileaf) performed a cultural resource inventory survey for the proposed telecommunications site. Archival research included a review of the Georgia State Historic Preservation Office GNAHRGIS GIS platform identified (2) historical resources (100507 and 100506), located within the project's ¾-mile APE for Visual Effects, with no prior determination of eligibility, but included for inclusivity. A review of archaeological sites and surveys, conducted through Georgia Archaeological Site Files (GASF 2021) by Zach Horne, M.A., RPA on April 8, 2021, identified no previously recorded archeological sites, and four (4) archaeological surveys (2026, 4117, 8362, and 12873) that were identified within 1-mile of the proposed project area. An archaeological survey conducted on April 21, 2021, of the project's Direct APE recorded no new archaeological sites. Based on these findings, Trileaf recommended no historic properties in the Direct APE and the Visual APE.

On May 17, 2021, Trileaf Corporation received a courtesy email from the Georgia Historic Preservation Division (HPD) notifying that they received a project for review on April 19, 2021, but that HPD will allow the 30-day review period to lapse without a response. Further, the email indicated the lack of official response does not imply concurrence with the finding or conclusions. Under Section VII B.2 of the NPA, *if the SHPO/THPO does not provide written notice to the Applicant that it agrees or disagrees with the Applicant's determination of no Historic Properties affected within 30 days following receipt of a complete Submission Packet, it is deemed that no Historic Properties exist within the APE or the Undertaking will have no effect on Historic Properties. The Section 106 process is then complete, and the Applicant may proceed with the project, unless further processing for reasons other than Section 106 is required.* A search of GNAHRGIS on March 8, 2024, revealed that no new NRHP-listed or eligible historic resources have been recorded in the APE-DE and APE-VE since the 2021 survey. In addition, it is anticipated that no new archaeological sites or surveys have been recorded within the APE-DE since the 2021 archaeological survey. Based on the results of the previous cultural resources investigation, and the current background research findings, Trileaf still recommends that there will be No Historic Properties in the Direct APE and in the Visual APE.

Please contact me at s.emory@trileaf.com; (410) 853-7128, ext. 913 if you need any additional information or have any questions. Thank you for your assistance.

Sincerely,

A handwritten signature in dark ink that reads "Scott A. Emory".

Scott Emory, M.A., RPA
Cultural Resources Project Manager

Anael Dominguez (CDI: Planning)

From: Emily McGahee (Environmental Health)
Sent: Friday, March 8, 2024 3:22 PM
To: Anael Dominguez (CDI: Planning); Randi Doveton (CDI: Planning); Beth Garmon (CDI: Planning)
Cc: Chad Harper (Environmental Health); Kelly Hairston (Environmental Health)
Subject: HCPC Tentative Agenda 4.15.24

Please find Environmental Health comments below:

Item 1, 1530 Browns Bridge Ave, Zamudio: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system. Area for a feasible, full conventional recovery system must be available. An existing system evaluation/site visit will be required for Environmental Health to process the building permit application.

Item 2, 6305 Garden Lane, Priority Personal Care: This home is served by an onsite sewage management system adequate for 6 residents (including staff).

Item 3, 4410 Holly Springs Road, Verizon: No comment.

Emily McGahee
Hall County Environmental Health
Hall County Government Center
2875 Browns Bridge Road
Mailing: PO Box 5901
Gainesville, GA 30504
(770) 531-3973 (phone)
emcgahee@hallcounty.org

<http://dph.georgia.gov/environmental-health> (State Website)
<http://www.phdistrict2.org/HallCounty.htm> (District Website)
<https://www.hallcounty.org/192/Environmental-Health> (County Website & Forms)

EMAIL Reader Advisory Notice: Email to and from a Georgia state agency is generally public record, except for content that is confidential under specific laws. Security by encryption is applied to all confidential information sent by email from the Georgia Department of Public Health (DPH). This message is only intended for specific recipient(s) and may contain privileged, private, or sensitive information. If you received this message in error, please delete it, and contact me.

Anael Dominguez (CDI: Planning)

From: Chavers, Veronica E <VChavers@dot.ga.gov>
Sent: Thursday, March 14, 2024 7:46 AM
To: Anael Dominguez (CDI: Planning); Beth Garmon (CDI: Planning)
Subject: RE: Tentative Planning Agenda for April 15, 2024

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

See comments in red, below.

From: Anael Dominguez (CDI: Planning) <adominguez@hallcounty.org>
Sent: Thursday, March 7, 2024 10:20 AM
Subject: Tentative Planning Agenda for April 15, 2024

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning –

Here is the Tentative Agenda and Maps for the **Monday, April 15, 2024** Hall County Planning Commission Meeting.

Please use the links to review the documents and respond with comments to Hall County Planning and Development. Failure to provide comments in a timely manner may result in the information not being included in the staff report.

When submitting comments, please include the name of the applicant along with the address of the property with the corresponding comment.

Comments are due by **Thursday, March 14th**. Email comments to Beth (bgarmon@hallcounty.org) and Ana (adominguez@hallcounty.org).

CALL TO ORDER

AGENDA REVIEW

APPROVAL OF MINUTES – April 1, 2024

NEW BUSINESS

1. [1530 Browns Bridge Avenue | Variance | 17.240.010. to reduce the rear yard setback | on a 0.33± acre tract located on the east side of Browns Bridge Avenue, approximately 724 feet from its intersection with Skelton Road | Zoned R-I; Tax Parcel 00123 008020 | Proposed Use: Accessory building | * Commission District 4 | Andres Martinez Zamudio, applicant](#) **No GDOT coordination required.**
2. [6305 Garden Lane | Use Subject to County Commission Approval | 17.110.040.O.Community Residences that fail to meet all requirements for an administrative occupancy permit | on a 0.97± acre tract located on the north side of Garden Lane, at its intersection with Spout Springs Road | Zoned AR-III; Tax Parcel 15046C000003 | Proposed Use: Community residence | ** Commission District 1 | Priority Personal Care Home, LLC, applicant](#) **No GDOT coordination required.**
3. [4410 Holly Springs Road | Use Subject to County Commission Approval | 17.120.040.O. Telecommunications facilities | on a 100.37± acre tract located on the south side of Holly Springs Road,](#)

approximately 2,300 feet from its intersection with Bryant Quarter Road | Zoned AR-IV; Tax Parcel 15002 000061 | Proposed Use: Telecommunications facility | ** Commission District 3 | Verizon Wireless c/o Wayne Bruce, Pyramid Network Services, applicant **GDOT coordination required for Utility Permit/ Access on State Route.**

*The Planning Commission's decision will be the final action taken unless appealed to the Board of Commissioners. To do so, file an application with the Planning Department within 30 days of the Planning Commission's decision.

The Hall County Board of Commissioners will hear appeals at a public hearing **Thursday, May 23, 2024**, at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

The Planning Commission's recommendation will be forwarded to the Board of Commissioners for final action at a public hearing on **Thursday, May 23, 2024. The Board will meet at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

Thank you,
Ana Dominguez
Planning Commission Clerk
Hall County Community Development and Infrastructure
(770) 531-6810 | www.hallcounty.org



Human trafficking impacts every corner of the globe, including our state and local communities. Georgia DOT is committed to end human trafficking in Georgia through education enabling its employees and the public to recognize the signs of human trafficking and how to react in order to help make a change. To learn more about the warning signs of human trafficking, visit <https://doas.ga.gov/human-resources-administration/human-trafficking-awareness/trafficking-in-georgia>. To report any suspicious activity, call the Georgia Human Trafficking Hotline at 866-363-4842. Let's band together to end human trafficking in Georgia.



Hall County Government
COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

MEMORANDUM

To: Randi Doveton, Director of Planning and Development

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

From: Bill Nash, Director of Public Works and Utilities

Date: March 13, 2024

t: 770.531.6800 | f: 770.531.3945

Subject: April 15, 2024 - Hall County Planning Commission Agenda

PUBLIC WORKS AND
UTILITIES DIRECTOR
Bill Nash, P.E.

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the April 15, 2024 meeting. Upon review, we provide the following comments.

NEW BUSINESS

1. [1530 Browns Bridge Avenue | Variance | 17.240.010. to reduce the rear yard setback | on a 0.33± acre tract located on the east side of Browns Bridge Avenue, approximately 724 feet from its intersection with Skelton Road | Zoned R-I; Tax Parcel 00123 008020 | Proposed Use: Accessory building | * Commission District 4 | Andres Martinez Zamudio, applicant](#)
 - a. **Engineering:** No comment
 - b. **Traffic:** No comment.
 - c. **Utilities:** Applicant needs to confirm location of septic system to ensure there is no conflict.

2. [6305 Garden Lane | Use Subject to County Commission Approval | 17.110.040.O.Community Residences that fail to meet all requirements for an administrative occupancy permit | on a 0.97± acre tract located on the north side of Garden Lane, at its intersection with Spout Springs Road | Zoned AR-III; Tax Parcel 15046C000003 | Proposed Use: Community residence | ** Commission District 1 | Priority Personal Care Home, LLC, applicant](#)
 - a. **Engineering:** No comment
 - b. **Traffic:** No comment
 - c. **Utilities:** No comment

3. [4410 Holly Springs Road | Use Subject to County Commission Approval | 17.120.040.O. Telecommunications facilities | on a 100.37± acre tract located on the south side of Holly Springs Road, approximately 2,300 feet from its intersection with Bryant Quarter Road | Zoned AR-IV; Tax Parcel 15002 000061 | Proposed Use: Telecommunications facility | ** Commission District 3 | Verizon Wireless c/o Wayne Bruce, Pyramid Network Services, applicant](#)

- a. **Engineering:** Will need a bond prior to land disturbance permit.
- b. **Traffic:** No comment
- c. **Utilities:** No comment

Anael Dominguez (CDI: Planning)

From: John Hornick (Fire Services)
Sent: Wednesday, March 13, 2024 2:44 PM
To: Anael Dominguez (CDI: Planning)
Cc: Randi Doveton (CDI: Planning)
Subject: Fire Comments

Monday, April 15, 2024 Hall County Planning Commission Meeting.

- [3. 4410 Holly Springs Road | Use Subject to County Commission Approval | 17.120.040.O. Telecommunications facilities | on a 100.37± acre tract located on the south side of Holly Springs Road, approximately 2,300 feet from its intersection with Bryant Quarter Road | Zoned AR-IV; Tax Parcel 15002 000061 | Proposed Use: Telecommunications facility | ** Commission District 3 | Verizon Wireless c/o Wayne Bruce, Pyramid Network Services, applicant](#)

The Hall County Fire Marshal's Office has no comments as proposed.

Regards,

John Hornick, NPQ Fire Service Plans Examiner 1
Lieutenant, Hall County Fire Rescue
Hall County Government
Main: 770-531-6838 | Cell: 404-597-0083
Website: www.Hallcounty.org



Verizon

