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, June 12, 2025 - 06:00 PM

Call to Order

Approve Agenda

Invocation

1 Commissioner Gregg Poole

Pledge

2 Commissioner Kathy Cooper

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

Consent Agenda

3 Approve the June 9, 2025 Work Session minutes.

4 Approve the June 9, 2025 Executive Session minutes.

5 Approve the June 9, 2025 Meeting minutes.

6 Approve the May 22, 2025 Voting Meeting minutes.

7 Approve the May 13-14, 2025 Board Retreat minutes.

8 Approve the award of IFB #004-46 Elevator Repair Services Annual Contract for Central Services to Summit Elevator, LLC of Senoia, GA. The estimated annual cost is $67,349.00.

9 Approve the renewal of the annual contract for RFQ/P# 44-008 GPS/AVL Vehicle Tracking System for Fleet Maintenance to LB Technology, Inc. of Memphis, TN. The estimated annual cost is $100,149.00.

10 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 $643,432.00.

11 Approve the Intergovernmental Agreement with the Georgia Department of Corrections with regard to the state inmate subsidy at the Correctional Institution.

12 Approve the renewal of the annual agreement for an inmate work detail consisting of one (1) full-time correctional officer and eight (8) to ten (10) inmates with the Georgia Department of Transportation (GDOT) of Atlanta, GA, in the amount of $61,157.10.

13 Approve the renewal of the annual agreement for an inmate work detail consisting of one (1) full-time correctional officer and four (4) inmates with the Georgia Department of Transportation (GDOT) of Atlanta, GA, in the amount of $79,468.11.

14 Approve the ratification of the amended application and award of the 2025 Judicial Council American Rescue Plan Act Grant funding for the Northeastern Judicial Circuit to address case backlogs in the amount of $129,569.00 and if awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. No cash or in-kind match is required.

15 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 $65,118.00.

16 Approve the renewal of the annual contract for IFB #011-44 Uniform Purchases for various County departments to Strongpoint, LLC of Gainesville, GA and Uniforms Unlimited of Athens, GA. The estimated annual cost is $140,939.00.

17 Approve the renewal of annual contract for RFQ #44-021 Demand Services for General Contractor Services for Hall County Projects for various County departments to Chattahoochee Group, Inc. of Clermont, GA, BM&K Construction, Inc. of Braselton, GA, Scroggs & Grizzel Contracting, Inc. of Clermont, GA, and Hogan Construction Group, LLC of Norcross, GA. The estimated annual cost is $2,000,000.00.

18 Approve the declaration of surplus vehicles and equipment 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.

19 Approve the All Hazard-All Emergency Mutual Aid Assistance Memorandum of Agreement with the U.S. Army Garrison of Fort Benning, GA and State of Georgia Counties (Dawson, Fannin, Gilmer, Hall, Lumpkin, Union, and White).

20 Approve the purchase of tuition, books and fees for Paramedic and EMT Training Programs for Fire Rescue to Lanier Technical College of Gainesville, GA. The estimated cost is $185,000.00.

21 Approve the award of IFB #006-46 Fire and EMS Uniform Supply Annual Contract for Fire Rescue to MES Service Company, LLC of Sandy Hook, CT, Strongpoint, LLC of Gainesville, GA, and North America Fire Equipment Co., Inc. (NAFECO) of Decatur, AL. The estimated annual cost is $326,139.00.

22 Approve the renewal of annual contract for IFB #005-45 Firefighting Equipment for Fire Rescue to North America Fire Equipment Co., Inc. (NAFECO) of Decatur, AL. The estimated annual cost is $275,000.00.

23 Approve the renewal of annual contract for IFB #002-45 Disposable EMS Supply for Fire Rescue to Bound Tree Medical, LLC of Dublin, OH. The estimated annual cost is $391,107.00.

24 Approve the Employment Agreement for Deputy Fire Chief of Administration.

25 Approve the Employment Agreement for Deputy Fire Chief of Operations.

26 Approve the FY 2026 annual contract renewal for property and casualty insurance brokers (Gallagher Bassett Services, Inc., and Arthur J. Gallagher Company), insurance program coverages, fees, and third party administrator (TPA) services in the amount of $2,116,314.00; and authorize the Chairman to execute all related documents.

27 Approve the renewal of the annual contract for RFQ #42-026 Public Works & Utilities Program Management for Public Works & Utilities to Rochester & Associates, Inc. of Gainesville, GA. The estimated annual cost is $600,000.00.

28 Approve the renewal of the annual contract for RFQ/P #45-004 Demand Services for On-Call Minor Resurfacing, Paving, and Sealcoating for Public Works & Utilities to Advanced Paving & Sealcoating Inc. of Gainesville, GA, Allied Paving Contractors, Inc. of Pendergrass, GA, Magnum Paving of Villa Rica, GA and Ryals Brothers, LLC of Lula, GA. The estimated annual cost is $136,000.00.

29 Approve the renewal of the annual contract for RFQ/P #44-004 Demand Services for On-Call Public Works Contractors for Public Works & Utilities to Allied Paving Contractors, Inc. of Pendergrass, GA, Multiplex LLC of Duluth, GA, Simpson Trucking & Grading, Inc. of Gainesville, GA, and Strickland & Sons Pipeline, Inc. of Gainesville, GA. The estimated annual cost is $3,000,000.00.

30 Approve the renewal of the annual contract for RFQ/P #45-015 Roll-Off Solid Waste Hauling Services for Public Works & Utilities to North GA Excavation Group, LLC of Lula, GA. The estimated annual cost is $787,500.00.

31 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 $1,229,559.00.

32 Approve the award of IFB #013-46 Front-End-Loader Hauling Services for the Resource Recovery Recycling Center to Peachtree Waste, LLC of Atlanta, GA. The estimated annual cost is $225,000.00.

33 Approval and authorization for the Chairman to execute an Intergovernmental Agreement between Hall County and the City of Buford to provide sanitary sewage collection and treatment service for Hall County Tax Parcel 08154 000003 which consists of approximately 3.07 acres; authorization for Hall County to collect any and all sewer fees, subject to review and approval by the County Attorney. Commission District 1.

34 Approve the acceptance of $1,553,009.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, Sewer and Sidewalks in Ponderosa Farm Phase II Subdivision. Commission District 1.

35 Approve the release of $297,169.00 Guaranty Performance/Maintenance Agreement and Acceptance of Streets into Hall County Maintenance in Magnolia Station Phase II Subdivision. Commission District 3.

36 Approval and authorization for the Chairman to execute a resolution to approve and adopt both the Hall County Safe Streets for All Safety Action Plan and a goal of working towards zero traffic related deaths and serious injuries by 2050, and authorize the Chairman to execute any necessary documents, subject to review and approval by the County Attorney.

37 Approve the purchase one (1) Fully Equipped 2022 Chevrolet Tahoe Pursuit Vehicle for the Sheriff Office to Thomas J Madden and Assoc Inc. of Buford, GA, in the amount of $72,000.00.

38 Approve the renewal of annual contract for IFB #001-45 Point Blank AXII-4 Ballistic Vests for the Sheriff's Office to Federal Eastern International, LLC (FEI) of Jacksonville, FL. The estimated annual cost is $78,383.00.

39 Approve the award of IFB #010-46 Uniform Supply Annual Contract for Sheriff's Office to Uniforms Unlimited of Athens, GA, Strongpoint, LLC of Gainesville, GA, Federal Eastern International, LLC of Jacksonville, FL, Smyrna Police Distributors of Smyrna, GA, and T & T Uniforms, Inc. of Austell, GA. The estimated annual cost is $121,254.00.

40 Approve the annual contract renewal for medical services for the Hall County Jail to Dr. Linwood Zoller, M.D. of Gainesville, GA. The estimated annual cost is $171,612.00.

41 Approve the annual contract renewal for nursing and mental health services for the Hall County Jail to Correctional Nursing Services, LLC of Oakwood, GA. The estimated annual cost is $2,250,000.00.

42 Approve the renewal of the annual contract for RFQ/P# 45-006 Inmate Food Services for the Hall County Jail to Kellwell Food Management of Beattyville, KY. The estimated annual cost is $1,360,000.00.

Other Business - Financial Services

43 Present the proposed Fiscal Year 2026 Budget and Public Hearing.

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

44 **4212 Roy Parks Road | Rezone |** from Agricultural Residential (AR-IV) and Highway Business (H-B) to Planned Industrial Development (PID) | on a 22.45± acre tract on the north side of Roy Parks Road approximately 408 feet from its intersection with Candler Road | Zoned AR-IV & H-B, Tax Parcel: 15024 000008 | **Proposed use: Natural gas facility** | Commission District 3 | **Clean Eagle RNG, LLC, applicant** Note: Tabled at the February 27, 2025 Voting Meeting until the March 27, 2025 Voting Meeting. Note: Tabled at the March 27, 2025 Voting Meeting until the April 8, 2025 Voting Meeting. Note: Tabled at the April 8, 2025 Meeting until the May 8, 2025 Voting Meeting. Note: Tabled at the May 8, 2025 Meeting until the June 12, 2025 Voting Meeting.

45 **5962 Jim Crow Road | Amend Conditions of Zoning** | on a 1.42± acre tract located on the north side of Jim Crow Road approximately 252 feet from its intersection with Old Federal Road | Zoned PCD; Tax Parcel 08101 002002 | **Proposed Use: Expansion of services** | Commission District 2 | **Burton Outdoor Adventures c/o Jason Burton, applicant**

46 **2905 McEver Road | Amend Conditions of Zoning |** in GCOD on a 1.00± acre tract located on the south side of McEver Road approximately 826 feet from its intersection with Green Road | Zoned H-B; Tax Parcel 07300 000003A | **Proposed Use: Expansion of vehicle sales and vehicle repair, major** | Commission District 2 | **Fady Hanna, applicant**

47 **4396 & 4382 Friendship Road & 4436 Ridge Road | Amend Conditions of Zoning |** on a combined 3.07± acre tract located on the south side of Friendship Road at its intersection with Ridge Road | Zoned PCD (GCOD); Tax Parcels 08154 000005A, 000005, & 000003 | **Proposed Use: Convenience store with retail and self-storage** | Commission District 1 | **Sinndar Enterprises, Inc., applicant**

48 **5707 Holiday Road | Amend Conditions of Zoning |** on a 3.04± acre tract located on the northeast side of Holiday Road approximately 194 feet from its intersection with Bethlehem Church Road | Zoned I-1; Tax Parcel 07329 001003 | **Proposed use: Vehicle sales, vehicle repair, and truck yard** | Commission District 2 | **Ayoub Botrus, applicant**

49 **2505 Dana Circle | Rezone |** from Agricultural Residential (AR-1) to Highway Business (H-B) | on a 0.33± acre tract located on the north side of Dana Circle at its intersection with Dana Drive | Zoned AR-1; Tax Parcel 15021A000036B | **Proposed Use: Vehicle sales** | Commission District 3 | **Tim Karas, applicant**

50 **5323 Thompson Bridge Road | Rezone |** from Agricultural Residential (AR-1) to Highway Business (H-B, GCOD) | on a 0.61± acre tract located on the southwest side of Thompson Bridge Road approximately 407 feet from its intersection with Marlow Road | Zoned AR-1; Tax Parcel 11082 000028A | **Proposed Use: Vehicle repair, major** | Commission District 2 | **John Cane, applicant**

51 **5323 Thompson Bridge Road | Special Use |** Vehicle repair, major in GCOD |on a 0.61± acre tract located on the southwest side of Thompson Bridge Road approximately 407 feet from its intersection with Marlow Road | Zoned AR-1; Tax Parcel 11082 000028A | **Proposed Use: Vehicle repair, major** | Commission District 2 | **John Cane, applicant**

52 **5323 Thompson Bridge Road | Appeal a Planning Commission Decision for a Variance to Section 6.2 |** Gateway Corridor Overlay District (GCOD) | on a 0.61± acre tract located on the southwest side of Thompson Bridge Road approximately 407 feet from its intersection with Marlow Road | Zoned AR-1; Tax Parcel 11082 000028A | **Proposed Use: Vehicle repair, major** | Commission District 2 | **John Cane, applicant**

Other Business - Tax Commissioner

53 Approval and authorization for the Chairman to execute a resolution expressing support for the Tax Commissioner, requesting good faith cooperation by the Board of Assessors in addressing an illegitimate homestead exemption application filed on behalf of the Tax Commissioner Darla Eden, subject to review and approval by the County Attorney. NOTE: Tabled at the May 22, 2025 Voting Meeting until the June 12, 2025 Voting Meeting.

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 (06/09/25)**

REPORT TO: **Voting Meeting (06/12/25)**

ITEM NO: 12/2025

SUBJECT: Commissioner Gregg Poole

Meetings:

Work Session Date: 06/09/25 **Voting Meeting Date:** 06/12/25

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
AD	JR

Attachments:

AGENDA ITEM

Pledge

REPORT TO: **Work Session (06/09/25)**

REPORT TO: **Voting Meeting (06/12/25)**

ITEM NO: 664/2024

SUBJECT: Commissioner Kathy Cooper

Meetings:

Work Session Date: 06/09/25 **Voting Meeting Date:** 06/12/25

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
AD	AD

Attachments:

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (06/09/25)**

REPORT TO: **Voting Meeting (06/12/25)**

ITEM NO: 391/2025

SUBJECT: Approve the June 9, 2025 Work Session minutes.

Meetings:

Work Session Date: 06/09/25 **Voting Meeting Date:** 06/12/25

Executive Summary:

Presenter: CA

Recommendation:
Approve.

Purpose of Request:
Approve the June 9, 2025 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?	2025-06-12

Approvals:

Approve	Attorney	Administration	Clerk
AD	WLI	CR	JR

Attachments:

6-9-2025 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, June 09, 2025 - 03:00 PM

Call to Order

Chairman Gibbs at 3:07 p.m.

Present:

Chairman David Gibbs, Vice-Chairman Jeff Stowe and Commissioners Kathy Cooper, Billy Powell and Gregg Poole

Also present were County Administrator Zach Propes, Assistant County Administrator Casey Ramsey, Commission Clerk Jennifer Rivera, Deputy Commission Clerk Ana Dominguez and County Attorney William Linkous III

Central Services

Kevin Ivey, Director of Central Services, addressed the Board.

1 Approve the award of IFB #004-46 Elevator Repair Services Annual Contract for Central Services to Summit Elevator, LLC of Senoia, GA. The estimated annual cost is $67,349.00.

Consent

2 Approve the renewal of the annual contract for RFQ/P# 44-008 GPS/AVL Vehicle Tracking System for Fleet Maintenance to LB Technology, Inc. of Memphis, TN. The estimated annual cost is $100,149.00.

Consent

3 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 $643,432.00.

Consent

Correctional Institution

Deputy Warden Mark Pilgrim, Correctional Institution, addressed the Board.

4 Approve the Intergovernmental Agreement with the Georgia Department of Corrections with regard to the state inmate subsidy at the Correctional Institution.

Consent

5 Approve the renewal of the annual agreement for an inmate work detail consisting of one (1) full-time correctional officer and eight (8) to ten (10) inmates with the Georgia Department of Transportation (GDOT) of Atlanta, GA, in the amount of $61,157.10.

Consent

6 Approve the renewal of the annual agreement for an inmate work detail consisting of one (1) full-time correctional officer and four (4) inmates with the Georgia Department of Transportation (GDOT) of Atlanta, GA, in the amount of $79,468.11.

Consent

Court Administration

Jason Stephenson, Court Administrator, addressed the Board.

7 Approve the ratification of the amended application and award of the 2025 Judicial Council American Rescue Plan Act Grant funding for the Northeastern Judicial Circuit to address case backlogs in the amount of $129,569.00 and if awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. No cash or in-kind match is required.

Consent

Financial Services

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

8 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 $65,118.00.

Consent

9 Approve the renewal of the annual contract for IFB #011-44 Uniform Purchases for various County departments to Strongpoint, LLC of Gainesville, GA and Uniforms Unlimited of Athens, GA. The estimated annual cost is $140,939.00.

Consent

10 Approve the renewal of annual contract for RFQ #44-021 Demand Services for General Contractor Services for Hall County Projects for various County departments to Chattahoochee Group, Inc. of Clermont, GA, BM&K Construction, Inc. of Braselton, GA, Scroggs & Grizzel Contracting, Inc. of Clermont, GA, and Hogan Construction Group, LLC of Norcross, GA. The estimated annual cost is $2,000,000.00.

Consent

11 Approve the declaration of surplus vehicles and equipment 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.

Consent

12 Present the proposed Fiscal Year 2026 Budget and Public Hearing.

Mr. Samples advised that he would present the FY 2026 Proposed Budget at the Voting Meeting on Thursday, June 12, 2025.

Fire Rescue

Jerry Smith, Fire Chief, addressed the Board.

13 Approve the All Hazard-All Emergency Mutual Aid Assistance Memorandum of Agreement with the U.S. Army Garrison of Fort Benning, GA and State of Georgia Counties (Dawson, Fannin, Gilmer, Hall, Lumpkin, Union, White).

Consent

14 Approve the purchase of tuition, books and fees for Paramedic and EMT Training Programs for Fire Rescue to Lanier Technical College of Gainesville, GA. The estimated cost is $185,000.00.

Consent

15 Approve the award of IFB #006-46 Fire and EMS Uniform Supply Annual Contract for Fire Rescue to MES Service Company, LLC of Sandy Hook, CT, Strongpoint, LLC of Gainesville, GA, and North America Fire Equipment Co., Inc. (NAFECO) of Clarkston, GA. The estimated annual cost is $326,139.00.

Consent

16 Approve the renewal of annual contract for IFB #005-45 Firefighting Equipment for Fire Rescue to North America Fire Equipment Co., Inc. (NAFECO) of Decatur, AL. The estimated annual cost is $275,000.00.

Consent

17 Approve the renewal of annual contract for IFB #002-45 Disposable EMS Supply for Fire Rescue to Bound Tree Medical, LLC of Dublin, OH. The estimated annual cost is $391,107.00.

Consent

Human Resources

Dr. LisaRae Jones, Director of Human Resources, addressed the Board.

18 Approve the Employment Agreement for Deputy Fire Chief of Administration.

Consent

19 Approve the Employment Agreement for Deputy Fire Chief of Operations.

Consent

20 Approve the FY 2026 annual contract renewal for property and casualty insurance brokers (Gallagher Bassett Services, Inc., and Arthur J. Gallagher Company), insurance program coverages, fees, and third party administrator (TPA) services in the amount of $2,116,314.00; and authorize the Chairman to execute all related documents.

Commissioner Stowe recused himself from item 20.

Consent

Planning & Zoning

Beth Garmon, Director of Planning and Zoning, addressed the Board.

21 **4212 Roy Parks Road | Rezone |** from Agricultural Residential (AR-IV) and Highway Business (H-B) to Planned Industrial Development (PID) | on a 22.45± acre tract on the north side of Roy Parks Road approximately 408 feet from its intersection with Candler Road | Zoned AR-IV & H-B, Tax Parcel: 15024 000008 | **Proposed use: Natural gas facility** | Commission District 3 | **Clean Eagle RNG, LLC, applicant** Note: Tabled at the February 27, 2025 Voting Meeting until the March 27, 2025 Voting Meeting. Note: Tabled at the March 27, 2025 Voting Meeting until the April 8, 2025 Voting Meeting. Note: Tabled at the April 8, 2025 Meeting until the May 8, 2025 Voting Meeting. Note: Tabled at the May 8, 2025 Meeting until the June 12, 2025 Voting Meeting.

22 **5962 Jim Crow Road | Amend Conditions of Zoning** | on a 1.42± acre tract located on the north side of Jim Crow Road approximately 252 feet from its intersection with Old Federal Road | Zoned PCD; Tax Parcel 08101 002002 | **Proposed Use: Expansion of services** | Commission District 2 | **Burton Outdoor Adventures c/o Jason Burton, applicant**

23 **2905 McEver Road | Amend Conditions of Zoning |** in GCOD on a 1.00± acre tract located on the south side of McEver Road approximately 826 feet from its intersection with Green Road | Zoned H-B; Tax Parcel 07300 000003A | **Proposed Use: Expansion of vehicle sales and vehicle repair, major** | Commission District 2 | **Fady Hanna, applicant**

24 **4396 & 4382 Friendship Road & 4436 Ridge Road | Amend Conditions of Zoning |** on a combined 3.07± acre tract located on the south side of Friendship Road at its intersection with Ridge Road | Zoned PCD (GCOD); Tax Parcels 08154 000005A, 000005, & 000003 | **Proposed Use: Convenience store with retail and self-storage** | Commission District 1 | **Sinndar Enterprises, Inc., applicant**

25 **5707 Holiday Road | Amend Conditions of Zoning |** on a 3.04± acre tract located on the northeast side of Holiday Road approximately 194 feet from its intersection with Bethlehem Church Road | Zoned I-1; Tax Parcel 07329 001003 | **Proposed use: Vehicle sales, vehicle repair, and truck yard** | Commission District 2 | **Ayoub Botrus, applicant**

26 **2505 Dana Circle | Rezone |** from Agricultural Residential (AR-1) to Highway Business (H-B) | on a 0.33± acre tract located on the north side of Dana Circle at its intersection with Dana Drive | Zoned AR-1; Tax Parcel 15021A000036B | **Proposed Use: Vehicle sales** | Commission District 3 | **Tim Karas, applicant**

27 **5323 Thompson Bridge Road | Rezone |** from Agricultural Residential (AR-1) to Highway Business (H-B, GCOD) | on a 0.61± acre tract located on the southwest side of Thompson Bridge Road approximately 407 feet from its intersection with Marlow Road | Zoned AR-1; Tax Parcel 11082 000028A | **Proposed Use: Vehicle repair, major** | Commission District 2 | **John Cane, applicant**

28 **5323 Thompson Bridge Road | Special Use |** Vehicle repair, major in GCOD |on a 0.61± acre tract located on the southwest side of Thompson Bridge Road approximately 407 feet from its intersection with Marlow Road | Zoned AR-1; Tax Parcel 11082 000028A | **Proposed Use: Vehicle repair, major** | Commission District 2 | **John Cane, applicant**

29 **5323 Thompson Bridge Road | Appeal a Planning Commission Decision for a Variance to Section 6.2 |** Gateway Corridor Overlay District (GCOD) | on a 0.61± acre tract located on the southwest side of Thompson Bridge Road approximately 407 feet from its intersection with Marlow Road | Zoned AR-1; Tax Parcel 11082 000028A | **Proposed Use: Vehicle repair, major** | Commission District 2 | **John Cane, applicant**

Public Works and Utilities

Bill Nash, Director of Public Works and Utilities, addressed the Board.

30 Approve the renewal of the annual contract for RFQ #42-026 Public Works & Utilities Program Management for Public Works & Utilities to Rochester & Associates, Inc. of Gainesville, GA. The estimated annual cost is $600,000.00.

Consent

31 Approve the renewal of the annual contract for RFQ/P #45-004 Demand Services for On-Call Minor Resurfacing, Paving, and Sealcoating for Public Works & Utilities to Advanced Paving & Sealcoating Inc. of Gainesville, GA, Allied Paving Contractors, Inc. of Pendergrass, GA, Magnum Paving of Villa Rica, GA and Ryals Brothers, LLC of Lula, GA. The estimated annual cost is $136,000.00.

Consent

32 Approve the renewal of the annual contract for RFQ/P #44-004 Demand Services for On-Call Public Works Contractors for Public Works & Utilities to Allied Paving Contractors, Inc. of Pendergrass, GA, Multiplex LLC of Duluth, GA, Simpson Trucking & Grading, Inc. of Gainesville, GA, and Strickland & Sons Pipeline, Inc. of Gainesville, GA. The estimated annual cost is $3,000,000.00.

Consent

33 Approve the renewal of the annual contract for RFQ/P #45-015 Roll-Off Solid Waste Hauling Services for Public Works & Utilities to North GA Excavation Group, LLC of Lula, GA. The estimated annual cost is $787,500.00.

Consent

34 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 $1,229,559.00.

Consent

35 Approve the award of IFB #013-46 Front-End-Loader Hauling Services for the Resource Recovery Recycling Center to Peachtree Waste, LLC of Atlanta, GA. The estimated annual cost is $225,000.00.

Consent

36 Approval and authorization for the Chairman to execute an Intergovernmental Agreement between Hall County and the City of Buford to provide sanitary sewage collection and treatment service for Hall County Tax Parcel 08154 000003 which consists of approximately 3.07 acres; authorization for Hall County to collect any and all sewer fees, subject to review and approval by the County Attorney. Commission District 1.

Consent

37 Approve the acceptance of $1,553,009.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, Sewer and Sidewalks in Ponderosa Farm Phase II Subdivision. Commission District 1.

Consent

38 Approve the release of $297,169.00 Guaranty Performance/Maintenance Agreement and Acceptance of Streets into Hall County Maintenance in Magnolia Station Phase II Subdivision. Commission District 3.

Consent

39 Approval and authorization for the Chairman to execute a resolution to approve and adopt both the Hall County Safe Streets for All Safety Action Plan and a goal of working towards zero traffic related deaths and serious injuries by 2050, and authorize the Chairman to execute any necessary documents, subject to review and approval by the County Attorney.

Consent

Sheriff's Office

Sergeant Mike Free, Sheriff's Office, addressed the Board.

40 Approve the purchase one (1) Fully Equipped 2022 Chevrolet Tahoe Pursuit Vehicle for the Sheriff Office to Thomas J Madden and Assoc Inc. of Buford, GA, in the amount of $72,000.00.

Consent

41 Approve the renewal of annual contract for IFB #001-45 Point Blank AXII-4 Ballistic Vests for the Sheriff's Office to Federal Eastern International, LLC (FEI) of Jacksonville, FL. The estimated annual cost is $78,383.00.

Consent

42 Approve the award of IFB #010-46 Uniform Supply Annual Contract for Sheriff's Office to Uniforms Unlimited of Athens, GA, Strongpoint, LLC of Gainesville GA, Federal Eastern International, LLC of Jacksonville, FL, Smyrna Police Distributors of Smyrna, GA, and T & T Uniforms, Inc. of Austell, GA. The estimated annual cost is $121,254.00.

Consent

1st Lieutenant Jeff Ashley, Sheriff's Office, addressed the Board.

43 Approve the annual contract renewal for medical services for the Hall County Jail to Dr. Linwood Zoller, M.D. of Gainesville, GA. The estimated annual cost is $171,612.00.

Consent

44 Approve the annual contract renewal for nursing and mental health services for the Hall County Jail to Correctional Nursing Services, LLC of Oakwood, GA. The estimated annual cost is $2,250,000.00.

Consent

45 Approve the renewal of the annual contract for RFQ/P# 45-006 Inmate Food Services for the Hall County Jail to Kellwell Food Management of Beattyville, KY. The estimated annual cost is $1,360,000.00.

Consent

County Administrator

Mr. Propes addressed the Board and stated the following:

Thanked public safety officials, law enforcement, Fire Rescue, Emergency Management, Parks, Public Works, road crews and Assistant County Administrator Casey Ramsey for their diligent work over the last 48 hours following a storm to help clear roads. Thanked Public Information Officer Joy Licciardi and the communications team for keeping the public informed during this weather event.

Public Comments

There were no comments from the public.

Commission Time

Commissioner Gregg Poole, District 3, mentioned a potential agenda item regarding zoning applications and possibly creating a sunset for 18-24 months for obtaining a land disturbance permit to drive the housing market. Also stated that there have been discussions with the federal government regarding parks and there is hope that the federal government will give those parks to the County and funding for those parks.

Adjourn

Chairman Gibbs adjourned the meeting at 3:52 p.m.

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (06/09/25)**

REPORT TO: **Voting Meeting (06/12/25)**

ITEM NO: 389/2025

SUBJECT: Approve the June 9, 2025 Executive Session minutes.

Meetings:

Work Session Date: 06/09/25 **Voting Meeting Date:** 06/12/25

Executive Summary:

Presenter: CA

Recommendation:
Approve.

Purpose of Request:
Approve the June 9, 2025 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?	2025-06-12

Approvals:

Approve	Attorney	Administration	Clerk
AD	WLI	CR	JR

Attachments:

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (06/09/25)**

REPORT TO: **Voting Meeting (06/12/25)**

ITEM NO: 390/2025

SUBJECT: Approve the June 9, 2025 Meeting minutes.

Meetings:

Work Session Date: 06/09/25 **Voting Meeting Date:** 06/12/25

Executive Summary:

Presenter: CA

Recommendation:
Approve.

Purpose of Request:
Approve the June 9, 2025 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?	2025-06-12

Approvals:

Approve	Attorney	Administration	Clerk
AD	WLI	CR	JR

Attachments:

6-9-2025 Meeting Minutes

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
Monday, June 09, 2025 - 02:00 PM

Call to Order

Chairman Gibbs at 2:00 p.m.

Present:

Chairman David Gibbs, Vice Chairman Jeff Stowe and Commissioners Kathy Cooper, Billy Powell and Gregg Poole

Also present were County Administrator Zach Propes, Assistant County Administrator Casey Ramsey, Commission Clerk Jennifer Rivera, Deputy Commission Clerk Ana Dominguezand County Attorney William Linkous III

Commissioner Powell/Commissioner Stowe — to go into Executive Session at 2:00 p.m. — Vote: 5 to 0

Commissioner Cooper — aye

Commissioner Powell — aye

Chairman Gibbs — aye

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

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 Powell/Commissioner Stowe — to adjourn the Executive Session at 3:04 p.m. — Vote: 5 to 0

Commissioner Cooper — aye

Commissioner Powell — aye

Chairman Gibbs — aye

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

Adjourn

Commissioner Powell/Commissioner Stowe — adjourn the Meeting at 3:04 p.m. — Vote: 5 to 0

Commissioner Cooper — aye

Commissioner Powell — aye

Chairman Gibbs — aye

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (06/09/25)**

REPORT TO: **Voting Meeting (06/12/25)**

ITEM NO: 392/2025

SUBJECT: Approve the May 22, 2025 Voting Meeting minutes.

Meetings:

Work Session Date: 06/09/25 **Voting Meeting Date:** 06/12/25

Executive Summary:

Presenter: CA

Recommendation:
Approve.

Purpose of Request:
Approve the May 22, 2025 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?	2025-06-12

Approvals:

Approve	Attorney	Administration	Clerk
AD	WLI	CR	JR

Attachments:

5-22-2025 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
Thursday, May 22, 2025 - 06:00 PM

Call to Order

Chairman Gibbs at 6:01 p.m.

Present:

Chairman David Gibbs, Vice Chairman Jeff Stowe and Commissioners Kathy Cooper, Billy Powell and Gregg Poole

Also present were County Administrator Zach Propes, Assistant County Administrator Casey Ramsey, Commission Clerk Jennifer Rivera, Deputy Commission Clerk Ana Dominguez, County Attorney William Linkous III, and Assistant County Attorney Justin Lawhon

Approve Agenda

Commissioner Powell/Commissioner Cooper — approve — Vote: 4 to 0

Commissioner Cooper — aye

Commissioner Powell — aye

Chairman Gibbs — aye

Commissioner Poole — abstained

Commissioner Stowe — aye

Motion passed.

Invocation

1 Commissioner Gregg Poole

Pledge

2 Commissioner Jeff Stowe

Public Comments

The following people addressed the Board:

- *Mandy Harris, 1459 Douglas Drive, Gainesville*

Proclamation/s

Ms. Rivera addressed the Board and introduced the proclamations.

3 Approve the joint proclamation with the City of Gainesville recognizing May 2025 as Myositis Awareness Month.

Commissioner Cooper/Commissioner Powell — approve — Vote: 5 to 0

Commissioner Cooper — aye

Commissioner Powell — aye

Chairman Gibbs — aye

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

4 Approve the proclamation recognizing Anita Kay Buffington's retirement after 20 years of service to Hall County, Georgia.

Commissioner Cooper presented Anita Kay Buffington with the Proclamation.

Commissioner Cooper/Commissioner Stowe — approve — Vote: 5 to 0

Commissioner Cooper — aye

Commissioner Powell — aye

Chairman Gibbs — aye

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

5 Approve the proclamation proclaiming May 18-24, 2025 as National Emergency Medical Services (EMS) Week.

Commissioner Stowe presented Fire Chief Jerry Smith and Fire Rescue staff with the Proclamation.

Commissioner Powell/Commissioner Cooper — approve — Vote: 5 to 0

Commissioner Cooper — aye

Commissioner Powell — aye

Chairman Gibbs — aye

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

6 Approve the proclamation proclaiming May 18-24, 2025 as National Public Works Week.

Commissioner Powell presented Public Works & Utilities Director Bill Nash and Public Works staff with the Proclamation.

Commissioner Cooper/Commissioner Stowe — approve — Vote: 5 to 0

Commissioner Cooper — aye

Commissioner Powell — aye

Chairman Gibbs — aye

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

7 Approve the proclamation proclaiming May 2025 as Building Safety Month.

Commissioner Poole presented Chief Building Official Robert Gutowski and Building Inspections staff with the Proclamation.

Commissioner Poole/Commissioner Cooper — approve — Vote: 5 to 0

Commissioner Cooper — aye

Commissioner Powell — aye

Chairman Gibbs — aye

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

8 Approve the proclamation recognizing Ashley Gibson as the winner of the 6 years old and younger category of the Hall County 2025 National County Government Month Coloring Contest.

Commissioner Cooper presented Ashley Gibson, Gideon Crawford and Mindy Crawford with Proclamations.

Commissioner Cooper/Commissioner Powell — approve — Vote: 5 to 0

Commissioner Cooper — aye

Commissioner Powell — aye

Chairman Gibbs — aye

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

9 Approve the proclamation recognizing Gideon Crawford as the winner of the 7 to 9 years old category of the Hall County 2025 National County Government Month Coloring Contest.

Commissioner Stowe/Commissioner Powell — approve — Vote: 5 to 0

Commissioner Cooper — aye

Commissioner Powell — aye

Chairman Gibbs — aye

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

10 Approve the proclamation recognizing Mindy Crawford as the winner of the 10 to 12 years old category of the Hall County 2025 National County Government Month Coloring Contest.

Commissioner Powell/Commissioner Stowe — approve — Vote: 5 to 0

Commissioner Cooper — aye

Commissioner Powell — aye

Chairman Gibbs — aye

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

Consent Agenda

Commissioner Stowe/Commissioner Poole — approve — Vote: 5 to 0

Commissioner Cooper — aye

Commissioner Powell — aye

Chairman Gibbs — aye

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

11 Approve the May 19, 2025 Work Session minutes.

12 Approve the May 19, 2025 Executive Session minutes.

13 Approve the May 19, 2025 Meeting minutes.

14 Approve the May 8, 2025 Voting Meeting minutes.

15 Approve the re-appointment of Keith Morris to the Chicopee Woods Greens Committee to serve a term from July 1, 2025 to June 30, 2026. Commission Districts 1, 2, 3 & 4.

16 Approve the re-appointment of Commissioner Billy Powell to the Convention & Vistior's Bureau (CVB) to serve a term from June 12, 2025 to June 11, 2026. Chairman's Appointment.

17 Approve the re-appointment of Christine Cave to the Convention & Vistior's Bureau (CVB) to serve a term from June 12, 2025 to June 11, 2026. Administrator's Appointment.

18 Approve the appointment of Natalie Crawford to the Department of Family & Children Services (DFACS) Board to serve a term from July 1, 2025 to June 30, 2030. Commission District 1.

19 Approve the appointment of Joey Millwood to the Department of Family & Children Services (DFACS) Board to serve an unexpired term to December 31, 2026. Commission Districts 1, 2, 3 & 4.

20 Approve the re-appointment of Deborah Mack to the Georgia Mountains Regional Commission (GMRC) as a Private Sector Member to serve a term from July 1, 2025 to June 30, 2026. Chairman and City Mayors Appointment.

21 Approve the modification of Taylor Ewing's appointment to the Library Board to correct her term end date to June 30, 2027. Commission District 1.

22 Approve the single source purchase of one (1) Mobile Adoption and Rescue Trailer for Animal Services to Jackson Creek Manufacturing Inc. of Denton, NC, in the amount of $80,250.00.

23 Approve the annual renewal of the Hardware Warranty Agreement for Elections to Dominion Voting Systems, Inc. of Broomfield, CO, in the amount of $91,270.75.

24 Approve the renewal of the annual contract for IFB #008-45 Inmate Clothing & Related Items Supply for the Correctional Institution and Jail to Bob Barker Company, Inc. of Fuquay-Varina, NC, Hard Time Products, LLC of Rome, GA and Victory Supply, Inc. of Mount Pleasant, TN. The estimated annual cost is $97,932.62.

25 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 $113,654.00.

26 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 $125,612.00.

27 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 $180,000.00.

28 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 $428,344.00.

29 Approve the annual contract for IFB #008-46 Prescription and Over-the-Counter (OTC) Sundry Drugs for the Correctional Institution and Jail to Riverside Pharmacy, Inc. of Gainesville, GA. The estimated annual cost is $255,025.00.

30 Approve the subscription renewal of Cartegraph Enterprise Asset Management Software for various County departments to Carahsoft Technology Corp. of Reston, VA. The estimated annual cost is $149,241.90.

31 Approve the Employment Agreement for the Assistant County Administrator.

32 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 $98,566.00.

33 Approve the renewal of the annual contract for RFQ/P #42-002 Demand Services for Resurfacing, Paving, & Full Depth Reclamation for Public Works & Utilities to Allied Paving Contractors, Inc. of Pendergrass, GA and Pittman Construction Company of Conyers, GA. The estimated annual cost is $15,618,070.00.

34 Approval and authorization for the Chairman to execute an Intergovernmental Agreement between the City of Buford and Hall County regarding Hall County paving a section of New Bethany Road that is approximately 3,300 feet from the intersection with South Waterworks Road to the northern boundary of the "Old Stringer Property" which is located at 6191 New Bethany Road. Commission District 2.

35 Approval and authorization for the Chairman to execute a resolution ratifying the purchase of 33.67 acres of real property located at 2710 Athens Highway, Hall County, GA, tax parcel number 15023A 000025 for the sum of $1,695,000.00 for the purpose of constructing and maintaining a Solid Waste Recycling Facility, approving and accepting the transfer of said property to the County, and authorization for the Chairman to execute any and all documents necessary to effectuate the transaction, subject to review and approval of the County Attorney.

36 Approve the acceptance of a $1,005,962.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, Sewer and Sidewalks in Brightside Braselton Subdivision. Commission District 1.

37 Approve the ratification of the purchase of a 2025 Fluid Open Cabin Patrol Boat for the Sheriff's Office to Brig USA, LLC (dba Fluid Watercraft) of Franklinton, NC, in the amount of $280,649.34.

38 Approve the renewal of the annual contract for IFB #004-45 Emergency Lighting & Siren Supply for the Sheriff's Office to West Chatham Warning Devices of Savannah, GA. The estimated annual cost is $407,038.00.

39 Approve Change Order #2 under RFQ/P #45-006 Inmate Food Service for the Hall County Jail to Kellwell Food Management of Beattyville, KY, in the amount of $260,000.00.

Other Business - Appointments for Consideration

40 Appointment to the Citizens Advisory Board of the Gainesville-Hall Metropolitian Planning Organization (GHMPO) to serve a term from July 1, 2025 to June 30, 2028. Commission District 3.

Commissioner Poole/Commissioner Stowe — appoint Randy Wright — Vote: 5 to 0

Commissioner Cooper — aye

Commissioner Powell — aye

Chairman Gibbs — aye

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

Other Business - County Attorney

Mr. Linkous addressed the Board.

41 Approval and authorization for the Chairman and District Commissioners to execute a resolution objecting to the annexation by The City of Flowery Branch of Tax Parcel Number 15046 000001 consisting of approximately 155.192 acres located at 4381 Hog Mountain Road, and authorization for the Chairman to execute any and all documents in relation to such objection, subject to review and approval by the County Attorney.

Commissioner Powell/Commissioner Cooper — approve — Vote: 5 to 0

Commissioner Cooper — aye

Commissioner Powell — aye

Chairman Gibbs — aye

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

42 Approval and authorization for the Chairman and District Commissioners to execute a resolution objecting to the annexation by The City of Flowery Branch of Tax Parcel Number 08097 000005 consisting of approximately 49.81 acres located at 4560 Hog Mountain Road, and authorization for the Chairman to execute any and all documents in relation to such objection, subject to review and approval by the County Attorney.

Commissioner Cooper/Commissioner Powell — approve — Vote: 5 to 0

Commissioner Cooper — aye

Commissioner Powell — aye

Chairman Gibbs — aye

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

43 Approval and authorization for the Chairman and District Commissioners to execute a resolution objecting to the annexation by The City of Flowery Branch of Tax Parcel Numbers 15046 000008 and 15046 000008B consisting of approximately 19.398 acres located at 4651 and 4665 Hog Mountain Road, and authorization for the Chairman to execute any and all documents in relation to such objection, subject to review and approval by the County Attorney.

Commissioner Cooper/Commissioner Stowe — approve — Vote: 5 to 0

Commissioner Cooper — aye

Commissioner Powell — aye

Chairman Gibbs — aye

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

Other Business - Planning and Zoning

Beth Garmon, Director of Planning and Zoning, addressed the Board.

44 Public Hearing to transmit Hall County's updated short-term work program and capital improvement element to the Georgia Mountains Regional Commission.

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

There were no comments from the public.

Commissioner Powell/Commissioner Stowe — approve — Vote: 4 to 0

Commissioner Cooper — aye

Commissioner Powell — aye

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

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

45 **2696 Cleveland Highway | Amend Conditions of Zoning |** on a 0.60± acre tract located on the southeast side of Cleveland Highway at its intersection with Wayman Drive | Zoned S-S; Tax Parcel 10138 000058 | **Proposed use: Vehicle repair, major** | Commission District 3 | **Ramon Carrillo Jr., applicant**

Mr. Lawhon introduced items 45 and 46, which were heard together. Ms. Garmon discussed the items.

Commissioner Poole/Commissioner Stowe — approve withdrawal of item 45 — Vote: 4 to 0

Commissioner Cooper — aye

Commissioner Powell — aye

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

46 **2696 Cleveland Highway | Special Use |** on a 0.60± acre tract located on the southeast side of Cleveland Highway at its intersection with Wayman Drive | Zoned S-S; Tax Parcel 10138 000058 | **Proposed use: Vehicle repair, major** | Commission District 3 | **Ramon Carrillo Jr., applicant**

Commissioner Poole/Commissioner Powell — approve withdrawal of item 46 — Vote: 4 to 0

Commissioner Cooper — aye

Commissioner Powell — aye

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

47 **0 McKinzey Lane | Special Use |** Subdivision, minor | on a 5.73± acre tract located on the northwest side of McKinzey Lane approximately 303 feet from its intersection with Stephens Road | Zoned V-C; Tax Parcel 08089 001019A | **Proposed Use: 6-lot subdivision** | Commission District 2 | **Garry L. English, applicant**

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

The following people addressed the Board:

Favor:

- *Garry English, 5010 McKinzey Lane, Flowery Branch*

Commissioner Powell/Commissioner Cooper — approve with the five (5) conditions listed below — Vote: 4 to 0

Commissioner Cooper — aye

Commissioner Powell — aye

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

Conditions:

1. *The property shall be developed in accordance with the site plan dated February 21, 2025, and as described in the project narrative dated February 21, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.*
2. *The property may be subdivided into a maximum of six (6) single-family residential lots in accordance with the requirements of the Vacation Cottage (V-C) zoning district as detailed in Section 4.1 and Table 4.1.1.1 of the Unified Development Code of Hall County.*
3. *The developer shall be responsible for all costs and plans required to improve McKinzey Lane in order to provide appropriate fire apparatus access roads with an unobstructed width of not less than 20 feet exclusive of shoulders, and to provide an approved area for turning around fire apparatus.*
4. *No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any state regulations or other agencies or reviewing departments, including but not limited to, Environmental Health, the Fire Marshal, and Hall County Engineering.*
5. *All conditions of zoning shall be made as part of any plats or construction plans created for the property.*

48 **3754 Price Road & 3715 Wahoo Falls Trace | Amend Conditions of Zoning |** on a 14.28± acre assemblage located on the north side of Price Road at its intersection with Thompson Bridge Road | Zoned PCD; Tax Parcels 10100 000156C & 000156B | **Proposed Use: Master sign plan** | Commission District 2 | **Benderson Development c/o Todd Mathes, applicant**

Mr. Lawhon introduced the item.Ms. Garmon discussed the item. Mr. Lawhon

conducted the Public Hearing.

The following people addressed the Board:

Favor:

- *Julie Daniel, 7978 Cooper Creek Parkway, Sarasota, FL*

Commissioner Powell/Commissioner Stowe — approve with the six (6) conditions listed below — Vote: 4 to 0

Commissioner Cooper — aye

Commissioner Powell — aye

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

Conditions:

1. *Wall signage shall be developed in accordance with the Supplemental Application Packet dated March 21, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.*
2. *The previously approved conditions dated December 14, 2023, as amended and listed below, shall apply:*
    a. *The total building square footage for the proposed development shall be limited to a maximum of 85,000 square feet.*
    b. *Access to the development shall be approved by Hall County Traffic and/or the Georgia Department of Transportation, whichever applies.*
    c. *Any necessary access modifications shall be approved and permitted by the Georgia Department of Transportation (GDOT). All costs associated with any required improvements shall be the developer's responsibility.*
    d. *Building height shall be limited to 3-stories/45 feet.*
    e. *No outdoor storage shall be allowed for any use, with the exception of the grocery store and associated displays of seasonal items along the front entrance of the store.*
    f. *The following uses shall require a conditional use permit:*
        i. *Full-service car wash. Car washes associated with a gas station shall be permitted.*
        ii. *Self-storage facilities.*
    g. *The following uses shall not be permitted:*
        i. *Tire sales*
        ii. *Automobile repair*
        iii. *Maintenance businesses, with the exception of an auto parts and quick oil change services, which shall be allowed by right.*
    h. *The applicant shall submit architectural renderings, including building materials and colors, to be approved by the Planning Director, or their designee, prior to any issuance of any building permits.*
    i. *All conditions of zoning shall be made part of any new plat created for the property.*

j. The development shall adhere to the Hall County Erosion Control Ordinance Best Management Practices for Large Developments, which included the 3 BMPs from the County-approved list, even if the phase of development is less than 20 acres.

k. Hall County supports a traffic signal on Thompson Bridge Road provided the signal is permitted and approved by GDOT and paid for by the developers.

l. Monument signs placed within the median of any public or private street shall be constructed of a breakaway material, subject to review and approval of the Hall County Traffic Engineer. Signs located within the right-of-way of state routes shall be subject to GDOT regulations and permitting requirements.

3. *Window signage shall comply with the Unified Development Code (UDC).*
4. *No variances to Gateway Corridor Overlay District (GCOD) standards and no additional variances or development exceptions are granted as part of this request that are not explicitly granted herein. The development shall comply with the Hall County UDC, as well as any other agencies or reviewing departments, including, but not limited to the Fire Marshal and Hall County Engineering. Where there are discrepancies between the proposed standards and County regulations, the County regulations shall overrule unless otherwise approved.*
5. *Only tenants located on a corner, in an end cap space, or in a freestanding building shall be permitted a second wall sign. In the event that a second wall sign is warranted as noted above, said second wall sign may be installed on a secondary elevation of the building (regardless of whether or not that side of the building includes a primary or secondary entrance).*
6. *All conditions of zoning shall be made a part of the plat or construction drawing created for the property.*

Other Business - Tax Commissioner

Ken Jarrard of Jarrard & Davis addressed the Board.

49 Approval and authorization for the Chairman to execute a resolution expressing support for the Tax Commissioner, requesting good faith cooperation by the Board of Assessors in addressing an illegitimate homestead exemption application filed on behalf of the Tax Commissioner Darla Eden, subject to review and approval by the County Attorney.

Commissioner Powell/Commissioner Poole — approve tabling item 49 until the June 12, 2025 Voting Meeting — Vote: 5 to 0

Commissioner Cooper — aye

Commissioner Powell — aye

Chairman Gibbs — aye

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

County Administrator

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

- *Hall County Offices will be closed on Monday, May 26, 2025 in observance of the Memorial Day holiday.*

Commission Time

Commissioner Kathy Cooper, District 1, wished everyone a happy and safe Memorial Day.

Commissioner Billy Powell, District 2, spoke regarding the recent Lake Lanier Park closures by the US Army Corps of Engineers. Instead of twenty-one (21) park closings, there will only be nine (9) parks closings. Those parks are:

- *Burton Mill*
- *Van Pugh South*
- *Van Pugh North*
- *Old Federal Day Use Park*
- *Balus Creek Water Access Point*
- *Little Hall Park*
- *Little River Park*
- *Robinson Park*
- *Mountain View Water Access Point*

Mr. Propes stated he did not have any information on if these closures are temporary. Stated the Sheriff's Office has volunteered to help provide security for those that were re-opened.

Commissioner Gregg Poole, District 3, also provided remarks regarding the parks closures. Stated that Hall County and the Parks staff have done a tremendous job so far with these parks and our entire park system. Poole also stated that he has received several calls from citizens asking for Hall County to take over these parks, which he stated would increase Hall County's budget and taxes. Urged citizens to call their representatives.

Chairman David Gibbs agreed with Commissioner Poole and thanked Hall County staff for their hard work.

Adjourn

Commissioner Stowe/Commissioner Powell — adjourn at 6:49 p.m. — Vote: 4 to 0

Commissioner Cooper — aye

Commissioner Powell — aye

Chairman Gibbs — aye

Commissioner Poole — abstained

Commissioner Stowe — aye

Motion passed.

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (06/09/25)**

REPORT TO: **Voting Meeting (06/12/25)**

ITEM NO: 393/2025

SUBJECT: Approve the May 13-14, 2025 Board Retreat minutes.

Meetings:

Work Session Date: 06/09/25 **Voting Meeting Date:** 06/12/25

Executive Summary:

Presenter: CA

Recommendation:
Approve.

Purpose of Request:
Approve the May 13-14, 2025 Board Retreat 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?	2025-06-12

Approvals:

Approve	Attorney	Administration	Clerk
AD	WLI	CR	JR

Attachments:

May 13-14, 2025 Board Retreat Minutes

HALL COUNTY BOARD OF COMMISSIONERS
BOARD RETREAT MINUTES
The Ridges Resort on Lake Chatuge
3499 Highway 76
Young, Harris, GA 30852
May 13-14, 2025

Meeting on Tuesday, May 13, 2025 began at 1:00 p.m.

Present: Chairman David Gibbs, Commissioners Kathy Cooper, Billy Powell, Gregg Poole, Jeff Stowe and staff members Zach Propes, Casey Ramsey, Sarah Crowe, Bill Linkous, Bill Nash, Taylor Samples, Brent Holloway, Jason Stephenson

Welcome/Intro

Property Acquisition/Countywide Space Needs:

- Landfill: Discussed potential new landfill entrance at Candler that separates commercial and residential drop-offs, the reopening of Allen Creek Landfill, Recycling Center relocation and Wauka Mountain Compactor Site upgrade, as well as the potential for gas collection from landfill.
- Spout Springs Phase II: Discussed funding opportunities and ROW.
- Fire Training Facility: Board was presented with four potential properties for consideration for the location of a new Fire Training Facility. Further discussion is needed in order to move forward.
- Judicial Complex Expansion: Jason Stephenson joined. Discussed size and location of potential expansion, as well as desire to utilize a Construction Manager at Risk, a Capital Projects Manager and to form a committee of subject matter experts to value engineer project prior to placing plans out to bid.
- Spout Springs Phase I, Excess ROW: Discussed deeming excess ROW property as surplus to sell.
- Elections: Discussed current and future space needs for the Elections Department, including potential for relocation.
- Chicopee Woods Area Park Commission: Discussed cleanup of existing agreements for the Ag Center and the Transitional Home, and divesting interests in the Chicopee Woods Golf Course and Elachee.

Meeting on Wednesday, May 14, 2025 began at 8:30 a.m.

Present: Chairman David Gibbs, Commissioners Kathy Cooper, Billy Powell, Gregg Poole, Jeff Stowe and staff members Zach Propes, Casey Ramsey, Sarah Crowe, Bill Linkous, Bill Nash, Taylor Samples, Brent Holloway, Dr. LisaRae Jones, Joseph Boyd, Kevin Ivey, Barry Shaw, Dennis Udzinski, Kristie Turner, Beth Garmon, Zach Brackett, Jerry Smith, Daniel Sexton

Parks:

- South Hall Active Life Center: Discussed potential plans and design for new South Hall Active Life Center, including potential partnerships to pursue aquatics center in plans and design.
- Healan's-Head's Mill: Reviewed current projects and associated timelines, as well as property donation to expand land.
- Sardis Creek Park: Brief overview of July 1 plans for Sardis Creek Park.
- Butler Park: Discussed the status of sidewalks within Butler Park as well as the Athens Street sidewalks.
- Rafe Banks Park: Discussed the need to invest in park improvements in Lula and additional baseball fields needed throughout County, as well as funding through SPLOST.
- Gillsville Park: Discussed the need to invest in park improvements in Gillsville, as well as funding through SPLOST.
- Community Center Operations: Discussed community desire to have community centers open on Sundays. Parks to evaluate to maximize hours of operation to offset costs for Sunday operations.
- Parks Fee Revisions: Discussed updating Parks fee structure, as no update since 2013, and potential to move to cashless operations.
- Cedar Creek Reservoir: Reviewed current agreement in place and discussed the need for a dam inspection at the property.

Cybersecurity Training:

- Board completed annual cybersecurity training – topic was AI.

SPLOST XI:

- Presentation of the SPLOST IX project list and funding allocations across all project categories.

Impact Fees:

- Reviewed history and status of current impact fees in Hall County and discussed the need to do an Impact Fee Study.

Budget:

- Presentation of the current FY 2025 financial status, proposed FY 2026 Budget and update regarding the current status of the tax digest following HB 581 Clean-up bill.

Purchasing Ordinance:

- Reviewed the history and current state of Hall County's Purchasing Ordinance.

MPO:

- Presented history of MPO and SR 13 Corridor Study.

Judicial Salaries:

- Briefly discussed new legislation regarding Superior Court salaries following the passage of HB 85, Court Compensation Reform.

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (06/09/25)**

REPORT TO: **Voting Meeting (06/12/25)**

ITEM NO: 355/2025

SUBJECT: Approve the award of IFB #004-46 Elevator Repair Services Annual Contract for Central Services to Summit Elevator, LLC of Senoia, GA. The estimated annual cost is $67,349.00.

Meetings:

Work Session Date: 06/09/25

Voting Meeting Date: 06/12/25

Executive Summary:

Presenter: KI

Recommendation:
Approve.

Purpose of Request:
Approve the award of IFB #004-46 Elevator Repair Services Annual Contract for Central Services to Summit Elevator, LLC of Senoia, GA. The estimated annual cost is $67,349.00.

History:
The current contract holder was twenty-three (23) hours late in submitting their bid and was disqualified for this new contract.

Facts and Issues:
Year one (1) of a possible five (5) year contract.

After reviewing the bid proposals for this solicitation, Central Services is requesting that this contract be awarded to Summit Elevator LLC. Summit Elevator LLC will be a new vendor for Hall County.

Options:

Funding Requested	$ 67,349.00
Are funds within current budget?	Yes
Source of Funds	General 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:

Submit	Approve	Purchasing	Budget
KI	KI	AP	JM
Finance	**Attorney**	**Administration**	**Clerk**
TS	WLI	CR	JR

Attachments:

Financial Supplement
Contract
Bib Tabulation
Exhibit C - Mandatory Cost Proposal

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 355/2025

Funds Requested: $ 67,349.00

Request Budgeted: Yes

Proposed Source of Funding:

General Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	100-GENERAL FUND	1565-BUILDINGS AND MAINTENANCE	522200-REPAIRS AND MAINTENANCE	$67,349.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: KI

Phone: 678-616-4517

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Penick

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

CONTRACT EXECUTION SIGNATURE REQUEST

Date: May 21, 2025

To: David Gibbs, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 004-46

Bid/Contract Name: Elevator Repair Services Annual Contract

Department(s) Requesting Contract: Central Services

Award Recipient Name: Summit Elevator LLC

Contract Description:

☒ Annual Contract ☒ New ☐ Renewal

FY 2025 Projected Spend: $67,349.00

☐ Price Increase Requested Increase Percentage: %

☒ Project/Service Contract FY 2026 Estimated Amount: $67,349.00

☐ Product Contract Estimated Amount: $0

Comment:

Year one (1) of a possible five (5) year contract. This is a new contract for FY 2026.
The previous contract holder was twenty-three (23) hours late in delivering their bid proposal and was therefore disqualified. Summit Elevator will be a new vendor for the County. Based on the bid tabulations submitted by the three (3) bidders, Central Services is requesting that this contract be awarded to Summit Elevator, LLC.
FY 2026 Estimated amount has been reviewed against the projected FY 2026 budget by Finance.

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Penick

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT #004-46

For the provision of

Elevator Repair Services Annual Contract

ARTICLE #101 – INTRODUCTION

This Contract for Elevator Repair Services Annual Contract (hereinafter "Services") as entered into on_____ and with a limited term from July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and SUMMIT ELEVATOR, located at 8080 WELLS ST. SUITE 2C SENOIA GA 30276 (hereinafter "Contractor").

WHEREAS 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 Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors into a partner, employee, or agent of the County, nor shall either Party to this Contract have any authority to bind the other in any respect.

WHEREAS the Contractor represents that it complies with the State of Georgia requirements for corporations and has signified a willingness to provide Services to the County and the County has relied on such representation; and,

WHEREAS the Parties mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

WHEREAS this contract will become legally binding upon signature by both Parties; and,

WHEREAS any attached documents, plans, exhibits, attachments, or references are all incorporated herein by reference, and

NOW, THEREFORE and in consideration of the mutual promises, terms, conditions, covenants, and agreements made as expressed and contained herein, or attached, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.
C. **Price Escalation Clause**. Contractor may request up to, but no more than, a three percent (3%) price escalation adjustment to this contract at each time of contract renewal.

ARTICLE #103 – NOTICES

To the extent that either Party to this Contract is 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
Kevin Ivey
Superintendent & Director
Central Services Department
225 Green St SE
Gainesville, GA 30501
bradford.williams@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 INFORMATION

Name: STAN KENNEDY
Title: OWNER
Company Name: SUMMIT ELEVATOR LLC.
Physical Address: 8080 WELLS ST. SUITE 2C
City, State, ZIP: SENOIA GA 30276
Email: STAN @ SUMMIT-ELEVATOR.COM
Phone: 404-543-9773

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

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION

This Contract may only be modified, amended, or changed in writing and fully executed by both Parties hereto. This Contract 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance**. Any failure or delay must be beyond the reasonable 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.

Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS.*

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such Contractors. Contractor shall not engage in any act that will interfere with the performance of work by any other Contractor(s).

ARTICLE #108 – TERMINATION PROVISIONS

The County may terminate this Contract by providing thirty (30) days written notice to the Contractor at any time. Should the County 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) days' written notice, the County 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 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 expressed warranties made by the Contractor.
2. The County determines that Contractor's unsatisfactory performance substantially endangers completion 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the non-breaching Party may:

1. Immediately terminate the Contract for default without additional written notice; and/or,
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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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 subcontractors 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 BONDS.

F. **Payment Limitation in Event of Termination.** In the event of termination of the Contract for any reason by County, 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. **Contractor's Termination Duties.** Upon receipt of a 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 use 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.
5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

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 expressed written consent of the County.

ARTICLE #111 – USE OF THIRD PARTIES (SUBCONTRACTORS)

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 subcontractors, if allowed in writing by the County. Any Contract with a subcontractor must also preserve the rights of the County.

ARTICLE #112 – 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 #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

The County shall not be bound by any terms and conditions included in any Contractor's sales-orders, 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.

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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County as quickly as possible. In the event of such replacement, Contractor shall (i) notify County of any resulting replacement, (ii) introduce the individual serving as the replacement to County, and/or (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 shall be final, and Contractor will remove the 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 approval.

C. Contractor agrees to obtain prior written approval from the County for the use of subcontractors to provide the Services described in Scope of Work prior to subcontractor's performance of work.

ARTICLE #118 – INSURANCE REQUIREMENTS

The Contractor must procure and maintain insurance policies at the Contractor's own expense and must furnish the County with a certificate of insurance (COI) providing evidence of proof of coverage at least in the amounts indicated in this subsection. The

COI must list "Hall County, Georgia" as the certificate holder and as an additional insured under the commercial general, automobile, and umbrella liability policies as follows: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein throughout the duration of the Contract. The Contractor must maintain the following insurance coverage during the term of the Contract, in at least the minimum amounts set forth below, to cover all loss and liability for damages or destruction of property caused by or arising from any and all services carried on and any and all work performed by the Contractor pursuant to this Contract:

Workers Compensation Insurance: Required for all contracts.

- $500,000 Bodily Injury by Accident – Each Accident
- $500,000 Bodily Injury by Disease – Each Disease
- $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. 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.

- $2,000,000 General Aggregate
- $2,000,000 Products & Completed Operations Aggregate
- $1,000,000 Each Occurrence
- $1,000,000 Personal & Advertising Injury
- $500,000 Damages to Premises/Fire/Legal
- $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.

- $1,000,000 Combined Single Limit Or $500,000 per Person/$1,000,000 per Occurrence
- $100,000 Property Damage
- $1,000 for Medical Payments (no fault coverage)

Additional Provisions:

- Uninsured motorist's coverage should be equal to the per occurrence limit except for contracts with other governmental entities.
- Coverage shall be included for any owned, leased, hired, or non-owned autos.
- 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.
$1,000,000 per Occurrence

Additional Provisions: Required for all contracts.

- Underlying coverage shall be General Liability, Automobile Liability, and Employers Liability (Workers Compensation).
- Minimum limit of $5,000,000 per occurrence for all contracts over $1,000,000 or involving any special risks or high hazard activities.
- Minimum limit of $5,000,000 for automobile coverage for any transportation contracts involving seniors, special education, transit services, students, or youths.
- Concurrent policy dates with primary liability policies except for workers compensation.
- Coverage on a direct basis to ensure coverage consistency and additional protections are made for Hall County BOC.

ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from 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 Work shall remain in effect from the NTP date 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 pursuant to *ARTICLE #106 – CONTRACT AMENDMENTS AND 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 – NOTICES* shall issue a written Notice to Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), the County reserves the right to delay or deny payment pursuant to this *ARTICLE* or terminate the Contract pursuant to *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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – Not applicable for this contract

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 for this contact

(Required for construction, renovation, and repair projects)

The County will retain and withhold funds from compensation in compliance with Georgia law. The 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) from any subcontractor 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:

1. Any amendments to the Contract, including all exhibits thereto.
2. The Contract itself, including all exhibits thereto.

3. Attachments appended to the Contract.
4. All other Contract 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

ARTICLE #130 – SALES TAX EXEMPTION STATUS

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

ARTICLE #131 – 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, 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 Contract.

ARTICLE #132 – NOT A JOINT VENTURE

The County shall not be bound by any terms and conditions included in any Contractor 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 the addition to the terms and conditions contained herein.

ARTICLE #133 – 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 Supplier's terms and conditions or service level agreements.
4. 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", "consultant", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 Supplier shall transfer and deliver all goods or services described on the respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective PO and within the Scope of Work and the Supplier's bid response.
11. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written PO or a Change Order of such.
12. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
13. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or specifications set forth in a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. No right or interest in the contract shall be assigned by the Supplier without written permission of the County, and no delegation of any obligation owed or of the performance of any obligation by the Supplier shall be made without the written permission of the County. Any attempted assignment or delegation shall be wholly

void and totally ineffective for all purposes unless made in conformity with this paragraph.

27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This issuance of a 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.
29. All goods and services supplied pursuant to a PO shall, unless otherwise noted, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and the terms, conditions, and specifications of the bid solicitation are incorporated herein by reference and made a part hereof.
30. Any and all media production, recordings, videos, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a PO is issued with 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.
33. 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.
34. The Supplier certifies that it and any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, State of Georgia, or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
35. The Supplier certifies that it is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
36. Goods are Free-On-Board (F.O.B.) destination unless otherwise denoted. Freight, shipping, and delivery shall be pre-paid and added to the invoice as a separate line item.
37. The County does not pay late fees nor interest charges.
38. The Supplier shall charge the County the exact amount of freight, delivery, handling, and insurance charges the Supplier incurs.
39. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier.
40. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

IN WITNESS WHEREOF, said Parties have hereunto affixed their signatures and seals on the day, month, and year below. Bidder must print their company's full legal company name as it appears on their W-9 form below:

Print Company's Full Legal Name Below:

SUMMIT ELEVATOR LLC

By: _____

Print Name: STAN KENNEDY

Title: OWNER

Sworn to and subscribed before me this

15 Day of April, 2025.

Notary Public: _____

Notary commission expires: 2/19/28

[Locus Sigilli – Seal or Stamp]

DENETRIA JORDAN NOTARY PUBLIC COWETA COUNTY EXPIRES GEORGIA FEB. 19, 2028

HALL COUNTY, GEORGIA

By: _____
David Gibbs, Chairman
Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

_____
Nathaniel R. Anderson,
Senior Assistant County Attorney

IFB #: 004-46		TKE	Summit	ABEC
Elevator Repair Services				
ITEM NO.	**ITEM DESCRIPTION**	**PRICE**	**PRICE**	**PRICE**
	Sec H - Site Specific Monthly Maintenance			
1	HCGC - Three Traction Units	$750.00	$750.00	$1,185.00
2	HCGC - One Hydaulic Units	$125.00	$125.00	$195.00
3	Courthouse - Six Traction Units			
4	Courthouse Annex Bldg - One 'Dover' Unit	$125.00	$125.00	$195.00
5	Courthouse Parking Deck - One 'Dover' Unit			
6	Main Library - Two US Elevator Units	$250.00	$250.00	$390.00
7	JAS Building - One Unit	$125.00	$125.00	$195.00
8	Mulberry Creek CC - One Unit	$125.00	$125.00	$195.00
9	East Hall CC - One Unit	$125.00	$125.00	$195.00
10	Jail - Four Thyssenkrupp Units	$500.00	$500.00	$780.00
11	Sheriff's LEC - One Hydraulic Unit	$125.00	$125.00	$195.00
	EOC	$125.00	$125.00	$195.00
	Section H - Monthly Maintenance Total	**$2,375.00**	**$2,375.00**	**$3,720.00**
	Sec I - General Services			
1	Maintenance/Repair - Regular Time Rate			
1a	Mechanic - Hourly Rate	$350.00	$225.00	$195.00
1b	Helper - Hourly Rate	$280.00	$120.00	$156.00
1c	Team - Hourly Rate	$630.00	$345.00	$351.00
2	Maintenance/Repair - OverTime Rate			
2a	Mechanic - Hourly Rate	$700.00	$337.50	$292.50
2b	Helper - Hourly Rate	$476.00	$180.00	
2c	Team - Hourly Rate	$1,176.00	$517.50	$702.00
3	Materials Mark-Up (Cost Plus %)	20.00%	20.00%	15%
4a	Does your company have a 'scheduled chart for maintenance or preventative maintenance?	Y	Y	Y
4b	Does your company have a 'repair recommendation and materials request form'?	Y	Y	Y
4c	Does your company have a 'time ticket' or 'service call ticket' for use with each service?	Y	Y	Y
4d	Does your company have the ability to respond to an emergency repair service?	Y	Y	Y

BUDGET AMOUNT: **ANNUAL CONTRACT**
TOTAL AWARDED AMOUNT: **ANNUAL CONTRACT**
(PROJECTED ANNUAL EXPENDITURES TO EXCEED $50,000.00)
BIDS MAILED: **HALL: 0**
BIDS RECEIVED: **(0 - NO BIDS)** **HALL: 0**
FUNDS: **OPERATIONAL FUNDS - MISC DEPT**

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Penick

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

EXHIBIT C

MANDATORY COST PROPOSAL WORKSHEET

IFB #004-46, Elevator Repair Services Annual Contract

COMPANY NAME: SUMMIT ELEVATOR

BIDDER'S NAME: STAN KENNEDY

BIDDER'S SIGNATURE: [signature]

DATE: 4/15/25

Site Specific – Price each location as a per month charge for maintenance:

Description	Contract Price
1. Hall County Government Center 2875 Browns Bridge Rd. Gainesville, GA 30504 Contact: Brett Hubbard 470- 660-6260 Three (3) Ea. Traction Units, 5 Stops	$ 750.00 Per month for 3 units
2. Hall County Government Center 2875 Browns Bridge Rd. Gainesville, GA 30504 Contact: Brett Hubbard 470- 660-6260 One (1) Ea. Hydraulic Unit, 5 Stops	$ 125.00 Per month for 1 unit
3. Hall County Courthouse 225 Green St. Gainesville, GA 30501 Contact: Kevin Ivey 678- 617-4517 Six (6) Ea. Traction Units, 5 Stops	$ 1500.00 Per month for 6 units
4. Courthouse Annex Building 116 Spring St. Gainesville, GA 30501 Contact: Kevin Ivey (678-617-4517 One (1) "Dover" Unit, 3 Stops	$ 125.00 Per month for 1 unit
5. Parking Deck Corner of Spring St. and Green St. Gainesville, GA 30501 Contact: Kevin Ivey 678-617-4517 One (1) Ea. "Dover" Unit, 5 Stops	$ 125.00 Per month for 1 unit

Description:	Contract Price
6. Library 127 Main Street Gainesville, GA 30501 Contact: Samuel Evans 770-531-3322 Two (2) Ea. "U S Elevator" Units, 2 Stops	$ 250.00 per month for 2 units
7. JAS Building 2318 Browns Bridge Road Gainesville, GA 30504 Contact: Kevin Ivey 678-617-4517 One (1) Ea. Unit, 2 Stops	$ 125.00 per month for 1 unit
8. Mulberry Creek Community Center 4491 J M Turk Road Flowery Branch, GA 30542 Contact: Jonathan Davis, 770-965-1740 One (1) Ea. Unit, 2 Stops	$ 125.00 per month for 1 unit
9. East Hall Community Center 3911 P Davison Rd Gainesville, GA 30507 Contact: Brody Langston, (678) 450-1540 One (1) Ea. Schindler Hydraulic Unit, 2 stops	$ 125.00 per month for 1 unit
10. Hall County Jail 1700 Barber Road Gainesville, GA 30507 Contact: Joe Collier, 770-718-3138 Four (4) Ea. Thyssenkrupp Hydraulic Units	$ 500.00 per month for 4 units
11. Hall County Sheriff's Law Enforcement Center 2859 Browns Bridge Rd. Gainesville, GA 30504 Contact: Brandom Smith, 678-617-9857 One (1) Ea. Hydraulic Unit, 3 stops	$ 125.00 per month for 1 unit
12. Emergency Services Complex (EOC) 470 Crescent Dr. Gainesville, GA 30501 Contact: Bradley Martin, 678-343-0636 OR Zach Brackett, 770-536-3132 One (1) Thyssenkrupp Unit, 2 stops	$ 125.00 per month for 1 unit
Total Monthly Maintenance Price	$ 4,000.00

General - Service or repair work performed outside the scope of Specification 4, "Basic services to be covered by this contract," will be provided at the following billing rates

Description: Contract Price

1. Regular Time Rate – 8:00am–5:00pm, Mon-Fri
   a. Mechanic $ 225 / Hr
   b. Helper $ 120 / Hr
   c. Team (Mechanic & Helper) $ 345 / Hr
2. Overtime Rate (Regular Time Rate X 1.5) - After 5:00pm, Mon-Fri, Weekends, Holidays
   a. Mechanic $ 337.50 / Hr
   b. Helper $ 180 / Hr
   c. Team (Mechanic & Helper) $ 517.50 / Hr
3. Materials Mark-Up Cost Plus 20 %
4. All the following questions MUST be answered:
   a. Does your company have a 'scheduled chart for maintenance or preventative maintenance?

      Initial One: Yes X No_____

      If 'Yes', enclose a copy of your chart with your proposal. Chart should show what and when items and / or services are to be scheduled.

   b. Does your company have a 'repair recommendation and materials request form'?

      Initial One: Yes X No_____

   c. Does your company have a 'time ticket' or 'service call ticket' for use with each service?

      Initial One: Yes X No_____

   d. Does your company have the ability to respond to an emergency repair request and have a technician on scene within the required three (3) hours from receipt of emergency repair notification?

      Initial One: Yes X No_____

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (06/09/25)**

REPORT TO: **Voting Meeting (06/12/25)**

ITEM NO: 348/2025

SUBJECT: Approve the renewal of the annual contract for RFQ/P# 44-008 GPS/AVL Vehicle Tracking System for Fleet Maintenance to LB Technology, Inc. of Memphis, TN. The estimated annual cost is $100,149.00.

Meetings:

Work Session Date: 06/09/25 **Voting Meeting Date:** 06/12/25

Executive Summary:

Presenter: KI

Recommendation:
Approve.

Purpose of Request:
Approve the renewal of the annual contract for RFQ/P# 44-008 GPS/AVL Vehicle Tracking System for Fleet Maintenance to LB Technology, Inc. of Memphis, TN. The estimated annual cost is $100,149.00.

History:

LB Technology, Inc. is the vendor on this contract and is in good standing with the County.

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

There are no price increases for FY 2026.

Options:

Funding Requested	$ 100,149.00
Are funds within current budget?	Yes
Source of Funds	Fleet 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?	2025-07-01

Approvals:

Buyer	Submit	Approve	Purchasing
MH	KI	KI	AP
Budget	**Finance**	**Attorney**	**Administration**
JM	TS	WLI	CR
Clerk			
JR			

Attachments:

Financial Supplement
Renewal Contract

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 348/2025

Funds Requested: $ 100,149.00

Request Budgeted: Yes

Proposed Source of Funding:

Fleet Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	603-FLEET MAINTENANCE FUND	4900-FLEET MAINTENANCE	531600-SMALL FURNITURE & EQUIPMENT	$100,149.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: KI

Phone: 770-531-6823

HALL COUNTY
GEORGIA
*We have it **all** in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Penick

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

CONTRACT EXECUTION SIGNATURE REQUEST

Date: May 20, 2025

To: David Gibbs, Chairman, BOC

From: Mike Hawkins, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 44-008-2

Bid/Contract Name: GPS/AVL Vehicle Tracking System

Department(s) Requesting Contract: Fleet Maintenance

Award Recipient Name: LB Technology, Inc.

Contract Description:

☒ Annual Contract ☐ New ☒ Renewal

Prior Year's Spend: $98,184.50

☐ Price Increase Requested Increase Percentage: N/A

☒ Project/Service Contract Estimated Amount: $100,148.19

☐ Product Contract Estimated Amount: N/A

Comment:

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

State of Georgia
County of Hall

Contract#: 44-008-2

Contract Renewal

GPS/AVL Vehicle Tracking System

April 24, 2025

Whereas, the County desires to renew the contract period for a one (1) year period through June 30, 2026, in accordance with the terms and conditions of Contract#: 44-008, GPS/AVL Vehicle Tracking System; 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, 2026,
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.

LB Technology, Inc.

By: Meloni

Print Name: Chandler Meloni

Title: CFO

Sworn to and subscribed before me this

29th Day of April, 2025

Notary Public: Stephanie Weatherford

Notary commission expires: 5-17-26

Hall County, Georgia

By. _____

David Gibbs
Chairman
Hall County Board of Commissioners

Date: _____

STEPHANIE WEATHERFORD
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY
My Commission Expires 05-17-2026

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (06/09/25)**

REPORT TO: **Voting Meeting (06/12/25)**

ITEM NO: 260/2025

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 $643,432.00.

Meetings:

Work Session Date: 06/09/25

Voting Meeting Date: 06/12/25

Executive Summary:

Presenter: KI

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 $643,432.00.

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 vendors in good standing with the County.

Facts and Issues:
This is year four (4) of a possible five (5) year contract.

There are no price increases requested by either vendor for FY 2026.

Options:

Funding Requested	$ 643,432.00
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? 2025-06-30

Approvals:

Buyer	Submit	Approve	Purchasing
JD	ES	KI	AP
Budget	**Finance**	**Attorney**	**Administration**
JM	TS	WLI	CR
Clerk			
JR			

Attachments:

Financial Supplement
Contracts

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 260/2025

Funds Requested: $ 643,432.00

Request Budgeted: Yes

Proposed Source of Funding:

Various

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	TBD	TBD	522200-REPAIRS AND MAINTENANCE	$643,432.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: KI

Phone: 678-616-4517

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Penick

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

CONTRACT EXECUTION SIGNATURE REQUEST

Date: April 29, 2025

To: David Gibbs, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 43-007-3

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

Department(s) Requesting Contract: Multiple

Award Recipient Name: DeHart & Hill Electric and Capital City Electric

Contract Description:

☒ Annual Contract ☐ New ☒ Renewal

FY 2025 Projected Spend: $630,816

☐ Price Increase Requested Increase Percentage: 0%

☒ Project/Service Contract FY 2026 Estimated Amount: $643,432

☐ Product Contract Estimated Amount: $0

Comment:

Year four (4) of a five (5) year contract. Renewal FY2026.
DeHart & Hill Electric and Capital City Electric are both in good standing with the County. FY2026 There are no price increases requested for FY 2026.
The FY 2026 Estimated amount has been reviewed against the projected FY 2026 budget by Finance.

State of Georgia
County of Hall

Contract #43-007-3

Contract Renewal #3

Demand Services for On-Call Electrical Contractors

March 25, 2025

Whereas, the County desires to Renew the Contract period for a one year period through June 30, 2026, in accordance with the terms and conditions of Bid #43-007, Demand Services for 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 Renewal as stated and therefore, the above numbered contract is hereby changed as follows:

1. By extending the Contract Term through June 30, 2026,
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.

CAPITAL CITY ELECTRICAL SERVICES, LLC

By: _____
Print Name: Charlie Brooks
Title: President

Sworn to and subscribed before me this
27 Day of March, 2025

Notary Public: _____
Notary commission expires: 11/4/2027

HALL COUNTY, GEORGIA

By. _____
David Gibbs, Chairman
Board of Commissioners

Date: _____

Attestment: _____
County Clerk

APPROVED AS TO FORM

_____
Nathaniel R. Anderson,
Senior Assistant County Attorney

Susie England
NOTARY PUBLIC
GWINNETT COUNTY, GEORGIA
My Commission Expires
11/04/2027

State of Georgia
County of Hall

Contract #43-007-3

Contract Renewal #3

Demand Services for On-Call Electrical Contractors

March 25, 2025

Whereas, the County desires to Renew the Contract period for a one year period through June 30, 2026, in accordance with the terms and conditions of Bid #43-007, Demand Services for 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 Renewal as stated and therefore, the above numbered contract is hereby changed as follows:

1. By extending the Contract Term through June 30, 2026,
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.

DeHart and Hill Electric, Inc.

By: _____

Print Name: Shawn J Hill

Title: owner

HALL COUNTY, GEORGIA

By. _____

David Gibbs, Chairman

Board of Commissioners

Date: _____

Sworn to and subscribed before me this

28th Day of March, 2025

Attestment: _____

County Clerk

Notary Public

MELISSA WILSON
Notary Public, Georgia
Forsyth County
My Commission Expires
May 08, 2027

Notary commission expires: _____

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (06/09/25)**

REPORT TO: **Voting Meeting (06/12/25)**

ITEM NO: 307/2025

SUBJECT: Approve the Intergovernmental Agreement with the Georgia Department of Corrections with regard to the state inmate subsidy at the Correctional Institution.

Meetings:

Work Session Date: 06/09/25 **Voting Meeting Date:** 06/12/25

Executive Summary:

Presenter: DW MP

Recommendation:
Approve

Purpose of Request:
Approve the annual renewal of the subsidy contract with the Georgia Department of Corrections.

History:
This is a required contract which is renewed annually.

Facts and Issues:
New this year, an increase from $24 to $30 per day, per inmate. This will increase the county's annual revenue for the agreement by approximately $300,000.00.

Options:

Funding Requested	$ 0.00
Are funds within current budget?	Yes
Source of Funds	State of Georgia
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?	2025-08-01

Approvals:

Submit	Budget	Finance	Attorney
DU	JM	TS	WLI

Submit	Budget	Finance	Attorney

Administration	Clerk
CR	JR

Attachments:

IGA

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 307/2025

Funds Requested: $ 0.00

Request Budgeted: Yes

Proposed Source of Funding:

State of Georgia

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	100-GENERAL FUND	3420-CORRECTIONAL INSTITUTE	342330-INMATE HOUSING	$-1,100,000.00

Budget Transfer Items:

Additional Information/Comments:

The above amount is an average. Revenue amount will vary depending on inmate population.

Contact for Questions:

Phone:

INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
GEORGIA DEPARTMENT OF CORRECTIONS
AND
HALL COUNTY
COUNTY CAPACITY

THIS AGREEMENT is entered into the 1st day of July, 2025, by and between the GEORGIA DEPARTMENT OF CORRECTIONS, an agency of the State of Georgia ("Department"), and HALL COUNTY, a political subdivision of the State of Georgia ("County"), acting by and through its Board of County Commissioners, referred to individually as "Party" or together as "Parties."

WHEREAS, Department desires to contract with County for appropriate care and custody of certain offenders for which Department is responsible, ("State Offenders"); and

County desires to provide appropriate care and custody of State Offenders at a correctional institution operated by County ("Services").

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the parties hereby agree as follows:

1. Care and Custody. County agrees to provide complete care and custody of up to 135 State Offenders daily, for the Term of this Agreement and in accordance with all applicable state and federal laws, rules, and regulations. Without limiting the generality of the foregoing, the County specifically agrees that no State Offender labor shall benefit private persons or corporations.

2. Recording Offender Movement in SCRIBE. The county agrees to record any and all movement of State Offenders transferred in and out of the County facility by entering the movement in Department's SCRIBE system on the same day the movement occurs. Movements that are not entered in SCRIBE on the day the movement occurs will not show as an adjustment and result in an inaccurate daily count. The County is solely responsible for implementing procedures to ensure that SCRIBE entries are made accurately and in a timely manner. County is responsible for verifying the State Offender count and all movements in and out of the County facility in SCRIBE on a daily basis to ensure that the count is accurate. County understands that the count reflected in SCRIBE is the official count for purposes of calculating payment under this Agreement. Late documentation, lack of documentation, or inaccurate documentation may result in delayed payment or non-payment under this Agreement. The County agrees to grant Department access to County's records, documentation procedure, and personnel for purposes of auditing SCRIBE entries and verifying State Offender count at any time upon Department's request.

3. Notification of Medical Treatment. The County shall notify Department of any State

Offender that the County transfers to a hospital for treatment that will require an overnight stay or for whom treatment is likely to cost in excess of One Thousand Dollars ($1,000.00). Said notification shall be provided via telephone contact within Twenty-Four (24) hours of offender being admitted for treatment on an outpatient or inpatient basis. County shall notify Department pursuant to this paragraph by calling the Department's "On Call Utilization Management Nurse" at 404-863-3079 at any time of day or night.

4. Employee or Offender Misconduct. The County agrees that it will notify the Department within ten (10) business days after terminating an employee of the County correctional institution for misconduct or of the resignation of any employee in connection with an allegation or investigation of misconduct. The County further agrees that it will notify the Department within ten (10) business days if it, one of its employees, or any other law enforcement officer, secures a criminal warrant for the arrest or otherwise pursues the prosecution of an offender being housed at the County CI for criminal conduct allegedly committed at the County CI. The County agrees that it will not hire any employee terminated by the Department for misconduct or who resigns from the Department in connection with an allegation or investigation of misconduct.

5. Compensation. Department agrees to pay County the sum of Thirty Dollars ($30.00) per State Offender per day for the duration of this Agreement. The County agrees that upon receipt of documentation from the Department showing inmate dates and total amount of payment, the County shall validate the accuracy of the documentation in a manner as prescribed by the Department and return the validation of the same to the Business Management Unit within seven (7) business days of receiving the documentation. The Department shall endeavor to pay County for Services within Forty-Five (45) days of invoice receipt in the approved form. County acknowledges and agrees that the Commissioner of Corrections shall have sole authority with respect to the transfer of State Offenders to and from the County correctional institution and Department shall not incur charges for State Offenders not under the care and custody of County. A State Offender is not under the care and custody of County when; a State Offender is not housed at the County facility, State Offender is out to court, or when a State Offender is sent to a Department facility for medical or mental health evaluation.

6. Term of Agreement. The term of this Agreement shall be from July 1, 2025, until 11:59 p.m. on June 30, 2026 (the "Term"). The Parties may, by mutual agreement in writing, extend the Term for additional time periods.

7. Termination. Department may at any time and for any reason terminate this Agreement by providing written notice in advance of such termination to County. In the event of termination under this paragraph, the Department shall pay the County for Services performed prior to the effective date of termination; provided, however, that payments otherwise due to the County may be applied by the Department against amounts due or claimed to be due to the Department. If the County fails to comply with the provisions of this Agreement, the Department may terminate this Agreement for cause and without notice. If termination is for cause, payments may be withheld by the Department on account of the Services being deemed deficient and not remedied by the County prior to the

effective date of termination. The County shall be liable to the Department for any additional cost incurred by the Department as a result of deficiencies in the Services to be provided hereunder.

8. Prison Rape Elimination Act. The County agrees that it will adopt and comply with 28 C.F.R. 115, entitled the Prison Rape Elimination Act ("PREA"). As required in 28 C.F.R. 155.12, The County further agrees to cooperate with the Department in any audit, inspection, or investigation by the Department or other entity relating to the County's compliance with PREA. The Department shall monitor the County's compliance with PREA and shall have the right to inspect any documents or records relating to such audit, inspection or investigation, and the County will provide such documents or records at the Department's request. The County acknowledges that any violation of PREA is a material breach of this Agreement, is cause for termination of this Agreement and may lead to administrative and criminal sanctions. The County shall acknowledge in writing that the Department has advised the County of these matters.

9. Notices. Any notice under this Agreement, other than those referenced in Paragraph 3, "Notification of Medical Treatment," shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail, return receipt requested, to a Party hereto at the address set forth below or to such other address as the Parties may designate by notice from time to time in accordance with this Agreement.

If to the County:	Hall County Board of Commissioners Chairman, David Gibbs P.O. Drawer 1435 Gainesville, GA 30503
With a copy to:	Hall County Prison Warden, Dennis Udzinski 1968 Barber Road Gainesville, GA 30507
If to the Department:	Bryan S. Wilson Deputy General Counsel Georgia Department of Corrections State Office South, Gibson Hall, 3rd Floor P.O. Box 1529 Forsyth, Georgia 31029
With a copy to:	Benjamin Ford Facilities Director Georgia Department of Corrections State Office South, Gibson Hall, 1st Floor P.O. Box 1529 Forsyth, Georgia 31029

10. Reimbursement of Medical Costs.

a. The Department agrees to reimburse the County for certain costs of medical services required for medical conditions which: (1) pose an immediate threat to life or limb, and (2) occur under circumstances in which the State Offender cannot reasonably be placed in a state institution for the receipt of this care ("Emergency Medical Services"). The Department's obligation to reimburse County for the cost of any medical services, to include Emergency Medical Services, arises only when the cost per State Offender per incident exceeds One Thousand Dollars ($1,000.00), and Department shall only be liable for the amount in excess of One Thousand Dollars ($1,000.00), subject to the limitations of this paragraph and other applicable laws and regulations.

b. The County agrees to invoice the Department monthly for the actual cost of Emergency Medical Services paid by the County. If there existed any rate agreement between the County and the hospital or hospital authority at the time Emergency Medical Services were rendered, the invoice must reflect such rate. All invoices from the County must include an invoice or receipt from the hospital that clearly shows the actual cost of Emergency Medical Services paid by the County.

c. The Department is not liable to the County for any late fees or charges imposed by the hospital, hospital authority (collectively, "Late Fees"), or other service provider, for late or nonpayment by the County. The County agrees to exclude Late Fees from its invoices to the Department.

d. If the Department reasonably determines that there is a difference between the actual cost incurred by the County and the invoice sent to the Department, the Department may assess an administrative fee of one-half (1/2) of the difference to cover the administrative costs incurred by the Department. The Department shall send the County written notice of any administrative fees, and the County shall have Thirty (30) days to make payment or to dispute the fee in writing. If the County does not make payment of undisputed administrative fees by the due date, the Department is entitled to a setoff of the same amount against future payments owing to the County.

e. Pursuant to O.C.G.A. § 42-5-2(c), the Department shall reimburse the County no more than the applicable Georgia Medicaid Rate for Emergency Medical Services provided to a State Offender by a hospital, hospital authority, or other service provider. The Department shall not be liable to the County for any amount paid by the County to a hospital, hospital authority, or other service provider, in excess of the Medicaid Rate for emergency services provided to a State Offender.

11. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto and replaces, cancels and supersedes any

prior agreements and understandings relating to the subject matter hereof, and all prior representations, agreements, understandings and undertakings between the parties hereto with respect to the subject matter hereof are merged herein.

12. Sole Benefit. The Department and the County enter into this Agreement for their sole benefit. The Department and the County do not intend to give any rights pursuant to this Agreement to any other parties.

13. Choice of Law and Venue. The Contract shall be governed in all respects by the laws of the State of Georgia. Any lawsuit or other action brought against the Department and the State based upon or arising from this Agreement shall be brought in the Superior Court of Fulton County, Georgia.

14. Amendment. The Parties recognize and agree that it may be necessary or convenient for the Parties to amend this Agreement and the Parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the Parties.

15. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No Party shall be bound by this Agreement until all Parties have executed it.

IN WITNESS WHEREOF, the parties have caused the authorized representatives of each to execute this Agreement on the day and year first above written.

GEORGIA DEPARTMENT OF CORRECTIONS:

By: _____
Bryan S. Wilson
Deputy General Counsel

Date:_____

COUNTY:

By: _____

Print Name: _____

Title:_____

Date: _____

FACILITY WARDEN/SUPERINTENDENT

By: _____

Print Name: _____

Date: _____

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (06/09/25)**

REPORT TO: **Voting Meeting (06/12/25)**

ITEM NO: 270/2025

SUBJECT: Approve the renewal of the annual agreement for an inmate work detail consisting of one (1) full-time correctional officer and eight (8) to ten (10) inmates with the Georgia Department of Transportation (GDOT) of Atlanta, GA, in the amount of $61,157.10.

Meetings:

Work Session Date: 06/09/25 **Voting Meeting Date:** 06/12/25

Executive Summary:

Presenter: DW MP

Recommendation:
Approve

Purpose of Request:
Approve the renewal of the annual agreement for an inmate work detail consisting of one (1) fullâ€time correctional officer and four (4) to six (6) inmates with the Georgia Department of Transportation (GDOT) of Atlanta, GA, in the amount of $61,157.10.

History:

Contract has been in existence for over a decade.

Facts and Issues:

Options:

Funding Requested	$ 0.00
Are funds within current budget?	No
Source of Funds	N/A
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?	2025-07-01

Approvals:

Submit	Budget	Finance	Attorney
DU	JM	TS	WLI

Administration	Clerk
CR	JR

Attachments:

Agreement

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 270/2025

Funds Requested: $ 0.00

Request Budgeted: No

Proposed Source of Funding:

N/A

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	100-GENERAL FUND	3420-CORRECTIONAL INSTITUTE	336002-INTERGOVERNMENTAL REIMBURSE	$-61,157.10

Budget Transfer Items:

Additional Information/Comments:

This is an intergovernmental revenue item for Hall County.

Contact for Questions: DU

Phone: 678-617-2137

GEORGIA DEPARTMENT OF TRANSPORTATION
LEGAL SERVICES OFFICE

AGREEMENT

THIS AGREEMENT is entered into the ___ day of ____ , **2025**, by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia (hereinafter referred to as the "Department"), and the Hall County Correctional Institute, a prison facility in Hall County in the State of Georgia (hereinafter referred to as the "HCCI").

WITNESSETH:

WHEREAS, the HCCI desires to obtain appropriate work for inmates incarcerated at its Facilities; and

WHEREAS, the Department desires to obtain the services of inmate work crews on public works projects,

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the parties hereby agree as follows:

1. Scope of Services. The HCCI agrees to provide the Department with **one (1)** work detail. The work detail is to have a minimum of **eight (8) i**nmates and a maximum of **ten (10)** inmates as well as **one (1)** full-time correctional officer for the work detail, to assist in maintenance of DOT equipment, buildings, and rights of way or as communicated to the HCCI from time to time in the manner provided herein (the "Work"). The HCCI shall have the exclusive right and responsibility, through the correctional officer supervising the inmate work detail, to direct and supervise inmates with respect to the Work to be performed hereunder, provided that the Department shall at all times have the right and responsibility to direct the correctional officer concerning Work to be performed by inmates. The Department acknowledges and agrees that the Work shall not include inmate labor benefiting private persons or corporations.

2. Workplace Safety. The Department agrees to provide a safe workplace for the inmate work detail in accordance with the Occupational Safety and Health Act and State law. The Department shall be responsible for the coordination between the inmate work detail and other workers in the workplace. The HCCI shall be responsible for custody of inmates at all times, including security, meals, and medical care. Each party agrees to comply with applicable laws, rules, regulations and orders of federal, State and local governments in the performance of the Work.

3. Vehicles, Equipment and Supplies. The HCCI agrees to supply a suitable vehicle for the transport of the inmate work detail to and from the location or locations of the Work and to supply all necessary tools, equipment and supplies to complete the Work. The Department will supply all safety gear and any necessary protective clothing excluding safety vest and hats. Safety vest and hats will be supplied by the HCCI. It shall be the responsibility of the HCCI to procure and maintain a policy or policies of insurance protecting its interests of the vehicle and equipment provided by HCCI for use by the inmate work detail. The HCC further agrees to assume full responsibility for the condition, maintenance, damage or loss of any tools, equipment or supplies provided by HCCI hereunder.

4. Compensation. The Department agrees to pay the HCCI the sum of **$61,157.10** (Sixty One Thousand, One Hundred Fifty-Seven and 10/100 dollars) per year for the duration of the Agreement. The Department acknowledges that the foregoing sum is commensurate with labor supplied, salary, benefits and overtime for correctional officers assigned to the inmate work detail, including all state holidays, annual, sick leave and mandatory training days for correctional officers, periods of inclement weather or facility emergencies, such as inmate disturbances and medical quarantine, ***provided that the Department shall not be required to pay for any periods exceeding 15 days per fiscal year for any periods where a correctional officer cannot be provided for any reason except during periods of inclement weather when the Department has agreed there is no work for the inmate crew to perform. In the event the number of days exceeds 15 per fiscal year where a correctional officer cannot be provided for any reason except inclement weather, the Department shall not be required to pay for these additional days and the*** *HCCI* ***shall credit the Department with a pro rata share of the compensation agreed upon herein for any days exceeding 15 in which a correctional officer cannot be provided for the reasons set forth herein. This pro rata share shall be calculated as follows:*** *Two Hundred Twenty Eight and 0/100 Dollars ($228.00)* ***for each day exceeding 15 days per fiscal year where a correctional officer cannot be provided for any reason except inclement weather.*** The *HCCI* will provide the Agency with an explanation of any days in which the inmate work detail is not available on the *HCCI's* monthly invoice, which invoice is due and payable 30 days from receipt by the Department, ***and any reductions in the compensation to be paid by the Department shall be credited to the Department by the*** *HCCI* ***at the end of the fiscal year***.

5. Billing. Invoices for payment shall be submitted to the Department on a monthly basis. Each invoice shall include the following: a) printed on official letterhead b) unique invoice number c) date d) copy of the Daily Work Log. Withholding any of these items monthly may delay payment by the Department.

6. Term of Agreement. This Agreement shall be effective from the date hereof and shall continue in force and effect until ***June 30, 2026***. The parties may, by mutual agreement in writing, extend the effectiveness of this Agreement for additional time periods, provided, that either party may terminate this Agreement for convenience, by providing 60 days' notice to the other party in writing.

7. Notices. Any notice under this Agreement shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail -- return receipt requested, to a party hereto at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Agreement.

If to the Department: Commissioner
Georgia Department of Transportation
One Georgia Center
600 West Peachtree Street
Atlanta, GA 30308

If to the HCCI: Warden
Hall County Correctional Institute

If to the County: HALL County Manager
HALL County Commissioners

8. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto and replaces, cancels and supersedes any prior agreements and understandings relating to the subject matter hereof; and all prior representations, agreements, understandings and undertakings between the parties hereto with respect to the subject matter hereof are merged herein.

9. Amendment. The parties recognize and agree that it may be necessary or convenient for the parties to amend this Agreement so as to provide for the orderly implementation of all the undertakings described herein, and the parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the parties hereto.

10. Governing Law. This Agreement is executed in the State of Georgia, and all matters pertaining to the validity, construction, interpretation and effect of this Agreement shall be governed by the laws of the State of Georgia.

11. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until all parties have executed it.

IN WITNESS WHEREOF, the parties have caused the authorized representatives of each to execute this Agreement on the day and year first above written.

HALL COUNTY CORRECTIONAL INSTITUTE

By: _____
Dennis Udzinski, Warden

Witness: _____
County Clerk

THE GEORGIA DEPARTMENT OF TRANSPORTATION:

By: _____
Russell R. McMurry, P.E., Commissioner

Attest: _____
Angela Whitworth, Treasurer

HALL COUNTY BOARD OF COMMISSIONERS:

By: _____
Chairman, Commissioner

Witness: _____
County Clerk

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (06/09/25)**

REPORT TO: **Voting Meeting (06/12/25)**

ITEM NO: 269/2025

SUBJECT: Approve the renewal of the annual agreement for an inmate work detail consisting of one (1) full-time correctional officer and four (4) inmates with the Georgia Department of Transportation (GDOT) of Atlanta, GA, in the amount of $79,468.11.

Meetings:

Work Session Date: 06/09/25 **Voting Meeting Date:** 06/12/25

Executive Summary:

Presenter: DW MP

Recommendation:
Approve

Purpose of Request:
Approve the renewal of the annual agreement for an inmate work detail consisting of one (1) fullâ€time correctional officer and four (4) inmates with the Georgia Department of Transportation (GDOT) of Atlanta, GA, in the amount of $79,468.11.

History:

Contract has been in place for seven years.

Facts and Issues:

Options:

Funding Requested	$ 0.00
Are funds within current budget?	No
Source of Funds	N/A
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?	2025-07-01

Approvals:

Submit	Budget	Finance	Attorney
DU	JM	TS	WLI

Administration	Clerk
CR	JR

Attachments:

Agreement

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 269/2025

Funds Requested: $ 0.00

Request Budgeted: No

Proposed Source of Funding:

N/A

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	100-GENERAL FUND	3420-CORRECTIONAL INSTITUTE	336002-INTERGOVERNMENTAL REIMBURSE	$-79,468.11

Budget Transfer Items:

Additional Information/Comments:

This is an intergovernmental revenue item for Hall County.

Contact for Questions: DU

Phone: 678-617-2137

GEORGIA DEPARTMENT OF TRANSPORTATION
LEGAL SERVICES OFFICE

AGREEMENT

THIS AGREEMENT is entered into the _____ day of _____ , **2025**, by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia (hereinafter referred to as the "Department"), and the Hall County Correctional Institute, a prison facility in Hall County in the State of Georgia (hereinafter referred to as the "**HCCI**").

WITNESSETH:

WHEREAS, the HCCI desires to obtain appropriate work for inmates incarcerated at its Facilities; and

WHEREAS, the Department desires to obtain the services of inmate work crews on public works projects,

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the parties hereby agree as follows:

1. Scope of Services. The HCCI agrees to provide the Department with **one (1)** work detail. The work detail is to have **four (4)** inmates as well as **one (1)** full-time correctional officer for the work detail, to assist in maintenance of DOT equipment, buildings, and rights of way or as communicated to the HCCI from time to time in the manner provided herein (the "Work"). The HCCI shall have the exclusive right and responsibility, through the correctional officer supervising the inmate work detail, to direct and supervise inmates with respect to the Work to be performed hereunder, provided that the Department shall at all times have the right and responsibility to direct the correctional officer concerning Work to be performed by inmates. The Department acknowledges and agrees that the Work shall not include inmate labor benefiting private persons or corporations.

2. Workplace Safety. The Department agrees to provide a safe workplace for the inmate work detail in accordance with the Occupational Safety and Health Act and State law. The Department shall be responsible for the coordination between the inmate work detail and other workers in the workplace. The HCCI shall be responsible for custody of inmates at all times, including security, meals, and medical care. Each party agrees to comply with applicable laws, rules, regulations and orders of federal, State and local governments in the performance of the Work.

3. Vehicles, Equipment and Supplies. The HCCI agrees to supply a suitable vehicle for the transport of the inmate work detail to and from the location or locations of the Work and to supply all necessary tools, equipment and supplies as listed in Attachment 1 for the performance of the Work. The Department will supply all safety gear and any necessary protective clothing excluding safety vest and hats. Safety vest and hats will be supplied by the HCCI. It shall be the responsibility of the HCCI to procure and maintain a policy or policies of insurance protecting its interests of the vehicle and equipment provided by HCCI for use by the inmate work detail. The HCC further agrees to assume full responsibility for the condition, maintenance, damage or loss of any tools, equipment or supplies provided by HCCI hereunder.

4. Compensation. The Department agrees to pay the HCCI the sum of **$79,468.11** (Seventy-Nine Thousand, Four Hundred Sixty-Eight and 11/100 dollars) per year for the duration of the Agreement. The Department acknowledges that the foregoing sum is commensurate with labor supplied, salary, benefits and overtime for correctional officers assigned to the inmate work detail, including all state holidays, annual, sick leave and mandatory training days for correctional officers, periods of inclement weather or facility emergencies, such as inmate disturbances and medical quarantine, ***provided that the Department shall not be required to pay for any periods exceeding 15 days per fiscal year for any periods where a correctional officer cannot be provided for any reason except during periods of inclement weather when the Department has agreed there is no work for the inmate crew to perform. In the event the number of days exceeds 15 per fiscal year where a correctional officer cannot be provided for any reason except inclement weather, the Department shall not be required to pay for these additional days and the*** *HCCI* ***shall credit the Department with a pro rata share of the compensation agreed upon herein for any days exceeding 15 in which a correctional officer cannot be provided for the reasons set forth herein. This pro rate share shall be calculated as follows: Two Hundred Ninety Nine and 0/100 Dollars ($299.00) for each day exceeding 15 days per fiscal year where a correctional officer cannot be provided for any reason except inclement weather.*** The *HCCI* will provide the Agency with an explanation of any days in which the inmate work detail is not available on the *HCCI's* monthly invoice, which invoice is due and payable 30 days from receipt by the Department, ***and any reductions in the compensation to be paid by the Department shall be credited to the Department by the*** *HCCI* ***at the end of the fiscal year.***

5. Billing. Invoices for payment shall be submitted to the Department on a monthly basis. Each invoice shall include the following: a) printed on official letterhead b) unique invoice number c) date d) copy of the Daily Work Log. Withholding any of these items monthly may delay payment by the Department.

6. Term of Agreement. This Agreement shall be effective from the date hereof and shall continue in force and effect until ***June 30, 2026***. The parties may, by mutual agreement in writing, extend the effectiveness of this Agreement for additional time periods, provided, that either party may terminate this Agreement for convenience, by providing 60 days' notice to the other party in writing.

7. Notices. Any notice under this Agreement shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail – return receipt requested, to a party hereto at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Agreement.

If to the Department:	Commissioner Georgia Department of Transportation One Georgia Center 600 West Peachtree Street Atlanta, GA 30308
If to the HCCI:	Warden Hall County Correctional Institute
If to the County:	HALL County Manager HALL County Commissioners

8. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto and replaces, cancels and supersedes any prior agreements and understandings relating to the subject matter hereof; and all prior representations, agreements, understandings and undertakings between the parties hereto with respect to the subject matter hereof are merged herein.

9. Amendment. The parties recognize and agree that it may be necessary or convenient for the parties to amend this Agreement so as to provide for the orderly implementation of all the undertakings described herein, and the parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the parties hereto.

10. Governing Law. This Agreement is executed in the State of Georgia, and all matters pertaining to the validity, construction, interpretation and effect of this Agreement shall be governed by the laws of the State of Georgia.

11. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until all parties have executed it.

IN WITNESS WHEREOF, the parties have caused the authorized representatives of each to execute this Agreement on the day and year first above written.

HALL COUNTY CORRECTIONAL INNSTITUTE:

By: _____
Dennis Udzinski, HCCI Warden

Date Signed: _____

THE GEORGIA DEPARTMENT OF TRANSPORTATION:

By: _____
Russell R. McMurry, P.E., Commissioner

Date Signed: _____

HALL COUNTY BOARD OF COMMISSIONERS:

By: _____
Commissioner/Chairman

Date Signed: _____

Witness: _____
County Clerk

Date Signed: _____

Attest: _____
Treasurer

Attachment 1

Vehicle and Equipment Supplied by Hall County Correctional Institute

Crew Cab Pickup Truck
6 X 12 Foot Utility Trailer
Kubota 60 Inch Zero Turn Mower
2- Stihl 90R Trimmers
Backpack Sprayer
Backpack Blower
Edger
Ratchet straps
2- Prison Work Detail Signs
5 Gallon Gas Can
1 Gallon Gas Can
Spool of Trimmer String
Lunch & Water Cooler

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (06/09/25)**

REPORT TO: **Voting Meeting (06/12/25)**

ITEM NO: 320/2025

SUBJECT: Approve the ratification of the amended application and award of the 2025 Judicial Council American Rescue Plan Act Grant funding for the Northeastern Judicial Circuit to address case backlogs in the amount of $129,569.00 and if awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. No cash or in-kind match is required.

Meetings:

Work Session Date: 06/09/25

Voting Meeting Date: 06/12/25

Executive Summary:

Presenter: JS

Recommendation:
Approval

Purpose of Request:
Approve the ratification of the amended 2025 Judicial Council American Rescue Plan Act Grant funding application for the Northeastern Judicial Circuit to address case backlogs in the amount of $129,569.00, and if awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. No cash or in-kind match is required. This brings the cumulative award for CY2025 to $2,000,000.00.

History:

The Northeastern Judicial Circuit was awarded a total of $1,680,497.00 in 2022; $2,500,000.00 in 2023; and $1,870,431 in 2024.

Facts and Issues:

Options:

Governor Brian P. Kemp has allocated up to $110 million in American Rescue Plan Act funds to address backlogs of court cases, prioritizing cases involving serious violent felonies. The Judicial Council of Georgia and its Administrative Office of the Courts will administer up to $96 million in grants to authorized classes of court, prosecutors, and related agencies. The Ad Hoc Committee on American Rescue Plan Act Funding will exist from the date of October 28th, 2021 until September 30, 2026, unless otherwise extended. This item ratifies the application submitted by the Northeastern Judicial Circuit on April 28, 2025 seeking funds to be awarded in calendar year 2025. We are requesting the ARPA grant fund the following new positions: (1) Hall County Probation Officer, (1) Hall County Sentence Writer, and (1) Treatment Services Coordinator.

Funding Requested	$ 129,569.00
Are funds within current budget?	Yes
Source of Funds	American Rescue Plan
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	Grants	Budget
KM	JS	SG	JM
Finance	**Attorney**	**Administration**	**Clerk**
TS	WLI	CR	JR

Attachments:
Financial Supplement
Revised Application 4-28-2025
Revised Budget Worksheet 4-28-2025

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 320/2025

Funds Requested: $ 129,569.00

Request Budgeted: Yes

Proposed Source of Funding:

American Rescue Plan

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	230-AMERICAN RESCUE PLAN ACT FUND	3921-COVID RELIEF	531105-JURY SUPPLIES	$100,000.00
2026	230-AMERICAN RESCUE PLAN ACT FUND	3921-COVID RELIEF	521300-TECHNICAL SERVICES	$29,569.00
2026	230-AMERICAN RESCUE PLAN ACT FUND	3921-COVID RELIEF	331110-FEDERALâ€OPERATING DIRECT	$-129,569.00

Budget Transfer Items:

Additional Information/Comments:

We are requesting the ARPA grant fund the following new positions: (1) Hall County Probation Officer, (1) Hall County Sentence Writer, and (1) Treatment Services Coordinator. This will increase position control by three (3) FTEs in Hall County.

Contact for Questions: KAM

Phone: 5383

JUDICIAL COUNCIL ARPA GRANT APPLICATION
BASIC INSTRUCTIONS

Please read the **Overview and Instructions** posted under Quick Links at https://jcaoc.georgiacourts.gov/arpa/ for full details beyond the Basic Instructions presented below.

(B) CASE BACKLOGS REQUIRED TO JUSTIFY ARPA FUNDS

All applicants must objectively demonstrate that case backlogs exist to qualify for ARPA grant funds or continued funding. *All expenditures requested in this application must be "reasonably proportional" to the applicant's objectively demonstrated need to address case backlogs, with priority given to serious violent felonies (as defined in OCGA § 17-10-6.1 (a)).* 87 Fed. Reg. 4,344; 4,388 (Jan. 27, 2022). When calculating the need for additional resources to respond to case backlogs, a court may provide statistics comparing its case volume from a "normal" pre-pandemic year (e.g., case volume in 2019) to its current case volume. Applicants should also identify what portion of case backlogs are serious violent felony cases, as defined in OCGA § 17-10-6.1 (a).

(D) ARPA GRANT FUNDS REQUESTED OR RECEIVED FROM OTHER SOURCES TO ADDRESS CASE BACKLOGS

Applicants (except appellate courts) must also request ARPA funds from their respective county governments. For ARPA grant funds requested or received by any court or other entity included in this application from any other sources (including a county, municipality (to include a "nonentitlement unit of local government"), or an eligible non-profit entity), attach documentation explaining how requested, received, expended, or obligated funds have been or will be used, including whether such funds have been or will be used to address the backlog of serious violent felonies, as defined in OCGA § 17-10-6.1 (a). *Also attach any correspondence to and from each county from which ARPA funds were requested.*

(E) ARPA FUNDS BY EXPENDITURE CATEGORY (EC)

(E) (1) Payroll-Public Sector Staff Responding to Case Backlogs (EC 3.1)

More than 50 percent of total personnel costs awarded each calendar year under this EC must be dedicated to responding to serious violent felonies, as defined in OCGA § 17-10-6.1 (a). As used in (E) (1) (c), "total personnel costs" means the subtotal of funds requested under section (E) (1) only, as stated in (E) (1) (a). To get the percentage used in (E) (1) (c), divide the amount provided under (E) (1) (b) by the amount provided in (E) (1) (a).

New or existing staff may be used to respond to case backlogs, with priority given to serious violent felony cases (as defined in OCGA § 17-10-6.1 (a)). *However, only payroll for time spent actually responding to case backlogs may be reimbursed with ARPA grant funds.* 87 Fed. Reg. 4,341; 4,388 (Jan. 27, 2022) (Eligible use must "respond to the identified negative economic impact" of the pandemic, "e.g., backlogs in court systems"). This includes payroll of new personnel hired to backfill existing personnel responding to case backlogs (prioritizing cases involving serious violent felonies). Therefore, time spent responding to case backlogs (or backfilling others so they can respond) must be tracked and documented for reimbursement and auditing purposes.

Per U.S. Treasury Compliance and Reporting Guidance, federal "EC 3.1" is reserved for "Public Sector Workforce" payroll and benefits, so (E) (1) must exclude contractors, which fall under federal administrative ECs "3.5" and "7.1." 31 CFR § 35.6 (b) (3) (ii) (E) (1). To categorize contractors correctly under federal guidance, request contractors responding to case backlogs generally (i.e., not performing mental health, substance use, or eviction prevention diversion services) under (E) (6), which corresponds to federal administrative expenditure ECs "3.5" and "7.1." 31 CFR § 35.6 (b) (3) (ii) (E) (3)-(4).

(E) (2) Court-Based Mental Health Diversion (EC 1.12)

Per Executive Branch limitations, ARPA funds for court-based mental health diversion services must: (a) respond to case backlogs; and (b) conserve staff time and resources to respond to case backlogs of serious violent felony cases, as defined in OCGA § 17-10-6.1 (a). Accordingly, for purposes of this expenditure category, grant applicants *must provide* a *numerical estimate* in the description regarding the staff hours and resources court-based mental health diversion services will conserve so staff may respond to serious violent felonies. As used in this section, "numerical" means containing one or more of the number symbols 0, 1, 2, 3, 4, 5, 6, 7, 8, or 9; e.g., *20* hours of staff time per week, *18* percent of a judge's caseload, or some other numerical measurement. *Please also note that ARPA funds allocated to the Judicial Council may be used for court-based services only and not for out of court mental health treatment services.*

Contractors performing court-based mental health division services to respond to case backlogs must be requested under (E) (2) and not (E) (6) because federal "EC 1.12" applies to "Mental Health Services" generally. 31 CFR § 35.6 (b) (3) (i) (C).

(E) (3) Court-Based Substance Use Diversion (EC 1.13)

Per Executive Branch limitations, ARPA funds for court-based substance use diversion services must: (a) respond to case backlogs; and (b) conserve staff time and resources to respond to case backlogs of serious violent felony cases, as defined in OCGA § 17-10-6.1 (a). Accordingly, for purposes of this expenditure category, grant applicants *must provide* a *numerical estimate* in the description regarding the staff hours and resources court-based substance use diversion services will conserve so staff may respond to serious violent felonies. As used in this section, "numerical" means containing one or more of the number symbols 0, 1, 2, 3, 4, 5, 6, 7, 8, or 9; e.g., *20* hours of staff time per week, *18* percent of a judge's caseload, or some other numerical measurement. *Please also note that ARPA funds allocated to the Judicial Council may be used for court-based services only and not for out of court substance use treatment services.*

Contractors performing court-based substance use diversion services to respond to case backlogs must be requested under (E) (3) and not (E) (6) because federal "EC 1.13" applies to "Substance Use Services" generally. 31 CFR § 35.6 (b) (3) (i) (C).

(E) (4) Court-Based Eviction Prevention and Diversion (ECs 2.2, 2.18)

Per Executive Branch limitations, ARPA funds for court-based eviction prevention and diversion services must: (a) respond to case backlogs; and (b) conserve staff time and resources to respond to case backlogs of serious violent felony cases, as defined in OCGA § 17-10-6.1 (a). Accordingly,

for purposes of this expenditure category, grant applicants *must provide* a *numerical estimate* in the description regarding the staff hours and resources court-based eviction prevention and diversion services will conserve so that staff may respond to serious violent felonies. As used in this section, "numerical" means containing one or more of the number symbols 0, 1, 2, 3, 4, 5, 6, 7, 8, or 9; e.g., *20* hours of staff time per week, *18* percent of a judge's caseload, or some other numerical measurement. *Please also note that ARPA funds allocated to the Judicial Council may not be used for direct payments to landlords or tenants.*

Contractors performing court-based eviction prevention and diversion services to respond to case backlogs must be requested under (E) (4) and not (E) (6) because federal ECs "2.2" and "2.18" respectively apply to "Household Assistance: Rent, Mortgage, and Utility Aid" and "Housing Support: Other Housing Assistance" generally. 31 CFR § 35.6 (b) (3) (ii) (A) (1), (5).

(E) (6) ARPA-Eligible Administrative Expenses (ECs 3.5, 7.1)

Describe proposed ARPA-eligible administrative expenses in the space provided. Contractors performing mental health, substance use, or eviction prevention diversion services must be requested under (E) (2), (3), or (4) respectively. All other contractors responding to case backlogs and contractors performing grant administration must be requested under (E) (6). 31 CFR § 35.6 (b) (3) (ii) (E) (1), (3)-(4).

Grant Administration Payroll

Please request all grant administration personnel, including staff and contractors, under (E) (6) ARPA-Eligible Administrative Expenses. Do not request grant administration personnel under (E) (1) Payroll-Public Sector Staff Responding to Case Backlogs.

Supplies, Materials, and Equipment

ARPA funds are authorized for supplies, furniture (valued at under $5,000), and equipment (valued at under $5,000; e.g., monitors, computers, *authorized* software licenses, phones, and printers) that are necessary for personnel to respond to case backlogs or perform ARPA grant administration. If valued at under $5,000, such expenditures are generally classified as non-capital permitted expenditures and should be listed under (E) (6) and in the Administrative/Indirect Costs section of the **ARPA Budget Form** posted under Quick Links at https://jcaoc.georgiacourts.gov/arpa/. *Grant recipients should rent equipment (if possible, practical, and cost-effective) to avoid violating the prohibition on purchasing permanent infrastructure.* Special rules apply to software and audio-visual equipment, as explained below. See **FAQ 28.2** for procurement guidance.

Software

Effective July 26, 2023, the following are an ARPA-eligible expenditure: (1) legal research software for ARPA-funded staff attorneys and prosecutors; and (2) digital evidence management software. Per OPB requirements, however, the purchase of such software is subject to competitive procurement procedures regarding the purchase of equipment, supplies, services, or other items with public funds. *Basic computer operating and word processing software remains an ARPA-eligible expenditure. No other types of software are currently authorized.* See **FAQ 28.2** for procurement guidance.

Audio-Visual Equipment

Effective December 8, 2022, audio-visual equipment modernization in *existing* permanent courtrooms is an ARPA-eligible expenditure and not subject to the OPB prohibition on capital expenditures mentioned above. *Movable or temporary* audio-visual equipment for temporary courtrooms must be requested under (E) (6), not (E) (7). The purchase and installation of permanent audio-visual equipment (i.e., fixtures) in *existing* permanent courtrooms must be requested under section (E) (7) and is subject to specific rules and procedures.

(E) (7) Audio-Visual Equipment Modernization (ECs 3.5, 7.1)

On December 8, 2022, the ARPA Committee approved audio-visual equipment modernization in *existing* permanent courtrooms as an eligible expenditure, subject to certain rules and procedures. See the **Audio-Visual Equipment Modernization Policy** and the **Overview and Instructions** posted under Quick Links at https://jcaoc.georgiacourts.gov/arpa/ for details and restrictions. Use the AV Policy checklist provided in (E) (7) (c) to assist with compliance. See **FAQ 28.2** for procurement guidance.

Per federal regulations and OPB requirements, audio-visual modernization costs must be *necessary, reasonable, and proportional* to the objectively demonstrated need to respond to case backlogs caused by the pandemic, with a primary focus on cases involving serious violent felonies. No staff or contractor positions should be requested under this EC, which is reserved for "audio-visual equipment modernization" expenditures only, as defined in the AV Policy. All personnel should be requested under sections (E) (1)-(4), (6) of this application. The overall ARPA-funded staff and contractor headcount in this application must be proportional to the number of courtrooms you intend to modernize to comply with federal regulations and OPB requirements. AV Policy § (d).

(F) SUPPORTING DOCUMENTATION AND BUDGET FORM

The **ARPA Budget Form** posted under Quick Links at https://jcaoc.georgiacourts.gov/arpa/ must be submitted in an Excel spreadsheet format and *not* a .pdf file format. Copies of correspondence requesting county ARPA funds must also be attached, as well as any response to such request. If requesting funds under (E) (7), attach all documents required under section (b) (2)-(4) of the **Audio-Visual Equipment Modernization Policy** (posted under Quick Links at https://jcaoc.georgiacourts.gov/arpa/). Attach any other supporting documentation the ARPA Committee will need to review your application sufficiently and efficiently. Use the checklist provided in this section to assist with compliance.

(H) SUBMIT APPLICATION

The ARPA Grants Team will confirm receipt via e-mail and follow up with you regarding any issues with your application and next steps. Applications that are not timely completed during the application review window may need to be considered by the ARPA Committee in a subsequent application period. Promptly notify the ARPA Grants Team at ARPA@georgiacourts.gov if you need to revise or withdraw a submitted application. *If you do not receive a confirmation e-mail that your application has been received within three business days after submission, please promptly notify the ARPA Grants Team* at ARPA@georgiacourts.gov and call 404-656-5171 to ensure receipt.

JUDICIAL COUNCIL ARPA GRANT APPLICATION

Prior to completing this application, please review the ARPA **Overview and Instructions** posted under Quick Links at https://jcaoc.georgiacourts.gov/arpa/ and the Basic Instructions directly above. Please complete all sections to receive full consideration for federal American Rescue Plan Act (ARPA) grant funding allocated to the Judicial Branch. Type "N/A." if a particular section is not applicable.

TYPE OF APPLICATION NOTES

On July 26, 2023, the ARPA Committee approved the continued use of CY 2023 awards in CYs 2024-2025. Therefore, no application is needed to use the funds awarded for CY 2023 in CYs 2024-2025 *with no changes*. Use this application only if you are requesting a new award for CY 2025 or an amendment to your current award for CYs 2023-2025.

****ATTENTION****

- ***Amendments to current awards for CYs 2023-2025 are being accepted during this application period and will be effective immediately upon approval by the ARPA Committee.***
- ***Applications for new awards for the balance of CY 2025 (i.e., no current award) are being accepted during this application period. This will be the final opportunity to apply for a new award in CY 2025. The performance period for any new award approved by the ARPA Committee will be June 1, 2025 through December 31, 2025. An application for new funds does not guarantee an award.***
- ***Applications for CY 2026 are not being accepted during this application period.***

***** ALL AWARDS ARE SUBJECT TO THE AVAILABILITY OF ARPA FUNDS*****

Type of Grant Application (check only one):

☐ **New application for CY 2025 only (no current award); or**

☒ **Amend current award for CYs 2023-2025.**

Judicial Circuit or Appellate Court Name

Northeastern Judicial Circuit

Chief Judge/Justice of Judicial Circuit or Appellate Court Address

☒ *This information has changed since the last application was submitted.*

First Name	Last Name
Jason J.	Deal

Street

P.O. Box 49

City		ZIP Code
Gainesville	GA	30503

E-mail Address	Business Phone
jdeal@nejcga.gov jason.deal@nejcga.gov	770-531-6996

Application Contact

Name the *current* point of contact for application questions and status updates:
☒ *This information has changed since the last application was submitted.*

First Name	Last Name
Katie A.	Mincey
Job Title	Business Phone
Deputy Court Administrator	770-532-1895

E-mail Address (application status updates): Katie.mincey@nejcga.gov

Grant Compliance Official

Name the person who will be responsible for ARPA grant compliance:
☒ *This information has changed since the last application was submitted.*

First Name	Last Name
Katie A.	Mincey
Job Title	Business Phone
Deputy Court Administrator	770-532-1895

E-mail Address (grant compliance/reporting): Katie.mincey@nejcga.gov

Grant Reimbursement Official (Fiscal Agent)

☐ *This information has changed since the last application was submitted.*

Name the person from the lead county serving as the fiscal agent for the ARPA funds:

First Name		Last Name	
Taylor		Samples	
Job Title		Business Phone	
Financial Services Director		770-531-4940	
Street			
P.O. Drawer 1435			
City		ZIP Code	County
Gainesville	GA	30503	Hall

E-mail Address (grant reimbursement matters) tsamples@hallcounty.org

(A) USE OF ARPA FUNDS SUMMARY

The Northeastern Judicial Circuit was awarded a total of $1,680,497, in two separate cycles, for the year 2022, $2.5M, in two separate cycles, for the year 2023, and $1,870,431 for the year 2024/2025. The awards have been enormously helpful, as it included funding for a total of 5 new full-time positions across both Hall and Dawson Counties in 2024/2025.

The biggest barrier to implementation has been hiring. While several positions were filled within four weeks of the award, some ARPA-funded positions have taken as long as 8 months to make a hire. Additionally, every department and agency has faced unusually high levels of turnover in 2022 and 2023, and employees have consistently been shuffled around into new positions.

Administratively, the primary barrier to implementation has involved the Judicial Council clarifying grant reporting requirements. Significant staff resources are continuing to be spent on procedures and policies that are later revised, amended, or ended. Some of these challenges have receded, thankfully, but it continues to be an administrative strain. A lesser barrier

involved the task of coordinating funding across two counties where only one county may be designated to receive the reimbursement funds.

The availability of Senior Judges has been a concern, and something closely monitored as circuits across the state ramped up their requests. This circuit has mitigated that concern by relying heavily on local, qualified judges from other classes of court assisting in Superior Court.

(B) CASE BACKLOGS REQUIRED TO JUSTIFY ARPA FUNDS

(1) Description of Case Backlogs

Case backlogs have improved due to record-high clearance rates and fewer new cases being indicted or accused in Hall County. Pending case counts as of December 31, 2024, across both counties, are near pre-pandemic levels.

Most significantly, the circuit achieved a 162% clearance rate of serious violent felonies in 2024, as the courts prioritized those cases for trial and disposition. This was a result of the resources provided by ARPA and the extraordinary efforts of all involved.

When unindicted criminal cases are included, total pending caseloads have declined every year since 2022 and are now only slightly elevated above pre-pandemic numbers. As of December 31, 2024, this number is 7.5% higher than at the end of 2019.

In 2024, many pandemic-delayed cases moved to a post-adjudication stage as charges were resolved. However, these cases continue to create significant challenges for both counties in the circuit as census numbers in our Treatment Court programs and Probation departments have increased. This application reflects that shift, asking for increased resources in those stages of criminal resolutions.

(2) Case Backlog Data

(a) Cases Pending – *HALL + DAWSON SUPERIOR COURTS*

As of Date	Cases Pending by Case Type			
	All Cases (Civil & Criminal)	All Felony Cases	Serious Violent Felony Cases	Serious Violent Felony Cases % of All Felony Cases Pending
12/31/2019	3,503	1,542	97	6.3%
12/31/2020	4,208	1,821	86	4.7%
12/31/2021	3,960	1,523	113	7.4%
12/31/2022	3,646	1,101	71	6.4%

12/31/2023	3,446	1,396	58	4.2%
12/31/2024	3,822	1,552	83	5.3%

Note: For this chart, enter the number of cases pending in each box. Only include cases pending in the courts applying for ARPA funds. "Serious Violent Felony Cases" means the types of cases listed in OCGA § 17-10-6.1 (a) (1)-(7) only.

(b) Number of Jury Trials- *HALL + DAWSON SUPERIOR COURTS*

Date Range	Number of Jury Trials by Case Type		
	All Cases (Civil & Criminal)	All Felony Cases	Serious Violent Felony Cases
1/1/19 - 12/31/19	75	43	12
1/1/20 - 12/31/20	40	21	4
1/1/21 - 12/31/21	68	48	16
1/1/22 - 12/31/22	80	50	18
1/1/23 - 12/31/23	67	55	20
1/1/24 - 12/31/24	42	36	14

Note: For this chart, include the total number of jury trials conducted during the date ranges indicated. "Serious Violent Felony Cases" means the types of cases listed in OCGA § 17-10-6.1 (a) (1)-(7) only.

(c) Clearance Rates – *HALL + DAWSON SUPERIOR COURTS*

Date Range	Clearance Rates (%) by Case Type		
	All Cases (Civil & Criminal)	All Felony Cases	Serious Violent Felony Cases
1/1/19 - 12/31/19	100%	108%	105%
1/1/20 - 12/31/20	89%	90%	132%
1/1/21 - 12/31/21	105%	120%	83%
1/1/22 - 12/31/22	113%	120%	146%
1/1/23 - 12/31/23	103%	104%	144%
1/1/24 - 12/31/24	104%	108%	162%

Note: For this chart, include the number of disposed cases *as a percentage* of the number of filed cases for the date ranges indicated within each category. "Serious Violent Felony Cases" means the types of cases listed in OCGA § 17-10-6.1 (a) (1)-(7) only.

(d) Description of Pending Warrants and Unindicted Cases

Please see "Description of Case Backlogs" above.

(C) TOTAL ARPA GRANT FUNDS FROM THE JUDICIAL COUNCIL TO ADDRESS CASE BACKLOGS

(1) Grand total ARPA funds for CYs 2023-2025: $ 4,500,000.
(a) Total ARPA grant funds for CY 2023: $ 2,500,000.
(b) Total ARPA grant funds for CY 2024: $ 1,870,431.
(c) Total ARPA grant funds for CY 2025: $ 129,569.

Note*: *New applicants with no current award must indicate "$0" for CY 2023 and CY 2024 for (C) (1) (a)-(b) and throughout.

(2) Amount of (C) (1) grand total ARPA funds for CYs 2023-2025 to be dedicated to backlogs of serious violent felonies (SVFs; OCGA § 17-10-6.1 (a)): $ 1,785,458.
(a) Total ARPA funds dedicated to SVFs for CY 2023: $ 1,086,324.
(b) Total ARPA funds dedicated to SVFs for CY 2024: $ 699,134.
(c) Total ARPA funds dedicated to SVFs for CY 2025: $ Zero (0).

(3) Overall number of staff and contractor positions for CYs 2023-2025: Thirty-two (32).
(a) Overall number of *full-time staff* positions for CYs 2023-2025: Twenty-four (24).
(b) Overall number of *part-time staff* positions for CYs 2023-2025: Seven (7).
(c) Overall number of *contractor* positions for CYs 2023-2025: One (1).

(4) Portion of overall number of staff and contractor positions that will be dedicated to backlogs of serious violent felonies in CY 2023-2025 (OCGA § 17-10-6.1 (a)): Seventeen (17).
(a) *Full-time staff* positions dedicated to serious violent felonies in CYs 2023-2025: Ten (10).
(b) *Part-time staff* positions dedicated to serious violent felonies in CYs 2023-2025: Seven (7).
(c) *Contractor* positions dedicated to serious violent felonies in CYs 2023-2025: Zero (0).

Note: As used throughout this application, "staff" means government employee.

(D) ARPA GRANT FUNDS REQUESTED OR RECEIVED FROM OTHER SOURCES TO ADDRESS CASE BACKLOGS

(1) Applicants (except appellate courts) must request ARPA funds from one or more counties in their circuit. Have you requested ARPA funds from any counties in your circuit?

☒ Yes ☐ No (*Note*: answering "No" here will create a compliance issue)

(2) List the counties from which you have requested ARPA funds (*attach request & response*):

County	Purpose(s) For Which ARPA Funds Were Requested with Dates Requested	Amount Requested	Amount Approved
HALL & DAWSON	*Please see attached documentation for requests made in 2020-2021.*	$	$
HALL	*Please see the attached letter and response from Hall County in 2022.*	$	$
DAWSON	*Please see attached letter to Dawson County in 2022. No response was received.*	$	$

Note: If your request for county ARPA funds and/or the county's response was verbal (i.e., not in writing), please attach a memorandum documenting your request and/or the county's response.

(3) County Resources Provided to Courts

The judicial system has worked closely with officials from both Hall and Dawson counties to respond to the COVID-19 crisis and the ensuing challenges presented by the backlog of cases. While early funding conversations focused narrowly on federal relief funds, subsequent discussions have focused less on the specific funding source and more on the project need. This has allowed both counties maximum flexibility to qualify and administer their ARPA and CARES Act funding as they deem fit.

As eligibility guidelines from OPB became clear, the courts have focused requests to the Judicial Council's ARPA committee on temporary positions and spaces, while the counties have provided needed infrastructure and facility upgrades. In addition, both counties have funded permanent, additional pretrial officer positions as a result of the pandemic.

Specifically, Hall County Commissioners have funded the installation of broadband internet at the courthouse, the conversion of every single trial courtroom into a "hybrid courtroom" capable of facilitating remote video hearings, the purchase of new software, and the redesign of the circuit website to facilitate livestreaming and public access. Most significantly, capital funds have been approved to purchase a new office building to house growing staff, and to construct a new, expanded jury assembly room. It is unknown if any of the monies for these projects come from County ARPA funds.

Dawson County Commissioners have also provided funding to enable remote video hearings in each courtroom and funded new invoicing software to handle growing caseloads. It is unknown if any of the monies came from County ARPA funds.

Finally, in an effort to address staff shortages, both counties have considered and approved various pay increases and cost-of-living adjustments for employees.

(4) Total ARPA grant funds *requested* from other sources: $ 2,744,291.

(5) Total ARPA grant funds *received* from other sources: $ *Unknown*.

(6) Total ARPA grant funds from other sources *expended* to date: $ *Unknown*.

(7) Total ARPA grant funds from other sources *obligated* to date: $ 126,796.

(E) ARPA FUNDS BY EXPENDITURE CATEGORY (EC)

(1) Payroll-Public Sector Staff Responding to Case Backlogs (EC 3.1; 31 CFR § 35.6 (b) (3) (ii) (E) (1))

(a) Total funds for this EC for CYs 2023-2025: $ 2,018,458.

(i) Total funds for this EC for CY 2023: $ 1,187,324.

(ii) Total funds for this EC for CY 2024: $ 831,134.

(iii) Total funds for this EC for CY 2025: $ Zero (0).

(b) Amount of (E) (1) (a) total dedicated to addressing the backlog of serious violent felonies (SVFs), as defined in OCGA § 17-10-6.1 (a): $ 1,785,458.

(i) Amount of (E) (1) (a) (i) total dedicated to SVFs in CY 2023: $ 1,086,324.

(ii) Amount of (E) (1) (a) (ii) total dedicated to SVFs in CY 2024: $ 699,134.

(iii) Amount of (E) (1) (a) (iii) total dedicated to SVFs in CY 2025: $ Zero (0).

(c) *More than 50 percent of total personnel costs awarded each calendar year under this EC must be dedicated to serious violent felonies*, as defined in OCGA § 17-10-6.1 (a). What percentage of the total under (E) (1) (a) will be dedicated to responding to serious violent felonies? 88 %.

(i) Percentage of total under (E) (1) (a) (i) dedicated to SVFs in CY 2023: 91 %.

(ii) Percentage of total under (E) (1) (a) (ii) dedicated to SVFs in CY 2024: 84 %.

(iii) Percentage of total under (E) (1) (a) (iii) dedicated to SVFs in CY 2025: 88 %.

Note: Please make sure that all percentages under (E) (1) (c) reflect the dollar amounts dedicated to addressing backlogs of SVFs provided under (E) (1) (b).

(d) Overall number of staff positions to be funded under this EC in CYs 2023-2025: Twenty-one (21).

(i) *Full-time staff* positions in CYs 2023-2025: Fourteen (14).

(ii) *Part-time staff* positions in CYs 2023-2025: Seven (7).

(e) Number of *staff* positions under this EC dedicated to serious violent felonies in CYs 2023-2025, as defined in OCGA § 17-10-6.1 (a): Seventeen (17).

(i) *Full-time staff* positions in CYs 2023-2025: Ten (10).

(ii) *Part-time staff* positions in CYs 2023-2025: Seven (7).

(f) The following applies for this EC only (check one):

☐ No changes to current award for CYs 2023-2025 *(type "No amendments." in the description box).*

☒ Make changes to current award for CYs 2023-2025, as explained in the description box below *(describe only the requested amendments)*:

☐ No funds have been awarded for this EC for CYs 2023-2025, so the following describes a new request *(in the description box below, describe all requested expenditures in detail)*:

☐ No funds are requested for this EC *(type "N/A." in the description box).*

This request renews what was previously awarded in 2025 with the exception of one position, Judicial Assistant, not continued and two new positions added. Every position requested will be used to prioritize serious violent felonies, with the exception of the Hall County Probation Officer and Sentence Writer.

Changes to Current 2023-2025

Judicial Assistant *– Decrease (CY23) by $109,117 ($8,117 to Court Reporter; $55,000 to Probation Officer – Hall County (NEW POSITION); $46,000 to Probation Sentence Writer-Hall County (NEW POSITION)).*

Court Reporter *– Increase (CY23) by $8,117 from Judicial Assistant.*

Deputy Clerk *– Decrease (CY24/25) by $13,161 ($1,213 to Treatment Services Coordinator (NEW POSITION); $10,000 to Juror Expenses; $1,948 to Court Reporter Transcripts).*

Investigator, District Attorney *– Decrease (CY24/25) by $2,899 to Treatment Servies Coordinator (NEW POSITION).*

Administrative Assistant, District Attorney *– Decrease (CY24/25) by $20,000 to Juror Expenses.*

Administrative Secretary, Pretrial *– Decrease (CY24/25) by $13,756 to Court Reporter Transcripts.*

Deputy Sheriff (Dawson County) *– Increase (CY24/25) by $9,000 from Probation Officer (Dawson County)*

Bailiffs (x5) *– Decrease (CY23) by $40,000 to Juror Expenses; Decrease (CY24/25) by $17,000 to Treatment Services Coordinator (NEW POSITION)*

Judicial Assistance (Senior Judges)*- Decrease (CY24/25) by $15,000 to Treatment Services Coordinator (NEW POSITION)*

Probation Officer (Dawson County) *– Decrease (CY24/25) by $44,000 ($9,000 to Deputy Sheriff Dawson County; $35,000 to Court Reporter Transcripts). Both positions have now been hired and the program is up and running. We plan to expend all $132,000 by December 31, 2025.*

Two (2) New Positions:

Probation Officer (Hall County)- Salaried at $55,000 for the period June 1, 2025-December 31, 2025. *Our current domestic violence caseload sits at 414 cases and is supervised by one PO. These cases require more intensive supervision than the typical case due to the increased potential for harm to Hall County residents. Additionally, the average caseload for the office is approximately 260 cases per officer which exceeds office best practices and is above industry standards for similarly situated offices. An additional officer would be assigned specifically to the domestic violence caseload, providing assistance in this critical area. Increased staff would also reduce the probationer to officer ratio, better equipping the office to provide the citizens of Hall County excellent service. These funds will provide the temporary assistance needed to hire one probation officer in June 2025.*

Probation Sentence Writer – Salaried at $46,000 for the period June 1, 2025-December 31, 2025. *Recent case management system changes and updated processes have altered staff work flow in the courtroom. As a result, the number of personnel required to perform the functions in court increased. Due to the additional personnel required in court, office staff are frequently*

required to work in the courtroom, impacting on their ability to perform other duties. This can create delays in important administrative tasks. This position would be a supplement to current court personnel. These funds will provide the temporary assistance needed to hire one new sentence writer in June 2025.

(2) Court-Based Mental Health Diversion (EC 1.12; 31 CFR § 35.6 (b) (3) (i) (C))

(a) Total funds for this EC for CYs 2023-2025: $ 92,579.

(i) Total funds for this EC for CY 2023: $ 66,339.

(ii) Total funds for this EC for CY 2024: $ 26,240.

(iii) Total funds for this EC for CY 2025: $ Zero (0).

(b) Overall number of *staff and contractor* positions to be funded under this EC in CYs 2023-2025: One (1).

(i) Full-time staff and contractor positions in CYs 2023-2025: One (1).

(ii) Part-time staff and contractor positions in CYs 2023-2025: Zero (0).

(c) The following applies for this EC only (check one):

☒ No changes to current award for CYs 2023-2025 *(type "No amendments." in the description box)*.

☐ Make changes to current award for CYs 2023-2025, as explained in the description box below *(describe only the requested amendments)*:

☐ No funds have been awarded for this EC for CYs 2023-2025, so the following describes a new request *(in the description box below, describe all requested expenditures in detail)*:

☐ No funds are requested for this EC *(type "N/A." in the description box)*.

No Amendments

(3) Court-Based Substance Use Diversion (EC 1.13; 31 CFR § 35.6 (b) (3) (i) (C))

(a) Total funds for this EC for CYs 2023-2025: $ 677,210.

(i) Total funds for this EC for CY 2023: $ 259,760.

(ii) Total funds for this EC for CY 2024: $ 417,450.

(iii) Total funds for this EC for CY 2025: $ Zero (0).

(b) Overall number of *staff and contractor* positions to be funded under this EC in CYs 2023-2025: Eight (8).

(i) Full-time staff and contractor positions in CYs 2023-2025: Seven (7).

(ii) Part-time staff and contractor positions in CYs 2023-2025: One (1).

(c) The following applies for this EC only (check one):

☐ No changes to current award for CYs 2023-2025 *(type "No amendments." in the description box)*.

☒ Make changes to current award for CYs 2023-2025, as explained in the description box below *(describe only the requested amendments)*:

☐ No funds have been awarded for this EC for CYs 2023-2025, so the following describes a new request *(in the description box below, describe all requested expenditures in detail)*:

☐ No funds are requested for this EC *(type "N/A." in the description box)*.

This request renews what was previously awarded in 2025 with the exception of one new position, Treatment Services Coordinator. Although this position will not be used to prioritize serious violent felonies, it will be used to assist current staff overseeing court-based treatment programs.

Changes to Current 2023-2025

***Case Manager (1)** – Decrease (CY24/25) by $5,200 to Case Manager (2).*

***Case Manager (2)**- Increase (CY24/25) by $7,700 ($5,200 from Case Manager (1); $2,500 from Operations Coordinator).*

***Operations Coordinator** – Decrease (CY24/25) by $2,500 to Case Manager (2).*

***Contract – Clinical Supervision** – Decrease (CY24/25) by $28,388 to Treatment Services Coordinator (NEW POSITION)*

One (1) New Position:

***Treatment Services Coordinator - Salaried at $68,000 for the period June 1, 2025-December 31, 2025.** Due to the restructure of treatment programming and the blending of counseling services for the Hall County Drug Court, Hall County HELP Court, and Hall County Family Treatment Court, Treatment Services has recognized the need to create a new Treatment Coordinator position to administratively supervise all counselors and treatment providers working for the agency. The Treatment Coordinator will work directly under the Assistant Director and will be the point of contact for all treatment-related issues, such as group coverage and treatment curriculum oversight and implementation, auditing and quality control of agency-wide counseling services, and weekly meetings with all counseling staff to ensure efficient communication across all programs. This position will be essential for ensuring that counseling services continue to run smoothly for the agency. These funds will provide the temporary assistance needed to hire one new sentence writer in June 2025.*

Additional Information

The Northeastern Judicial Circuit is fortunate to have a robust accountability court system operated under the umbrella agency of Treatment Services.

One-hundred percent (100%) of the funds requested will be used for court-based substance use services, and one-hundred percent (100%) of funds will be used to conserve resources in order to prioritize serious violent felonies.

Numerically, this request will facilitate the removal of around 250 felony cases from the circuit's trial calendars this year, allowing the judges to prioritize serious violent felony trials. This represents approximately 15% of the circuit's projected felony filings. Every drug case that our Treatment Services agency is able to staff appropriately is a non-serious case directly removed from the court's trial calendars. The seven requested positions will not directly touch serious

violent felonies, since such cases are ineligible for Drug Court admission, but every hour devoted to diversion directly impacts the circuit's ability to prioritize serious cases for trial.

(4) Court-Based Eviction Prevention and Diversion (ECs 2.2, 2.18; 31 CFR § 35.6 (b) (3) (ii) (A) (1), (5))

(a) Total funds for this EC for CYs 2023-2025: $ Zero (0).
(i) Total funds for this EC for CY 2023: $ Zero (0).
(ii) Total funds for this EC for CY 2024: $ Zero (0).
(iii) Total funds for this EC for CY 2025: $ Zero (0).

(b) Overall number of *staff and contractor* positions to be funded under this EC in CYs 2023-2025: Zero (0).
(i) Full-time staff and contractor positions in CYs 2023-2025: Zero (0).
(ii) Part-time staff and contractor positions in CYs 2023-2025: Zero (0).

(c) The following applies for this EC only (check one):

☐ No changes to current award for CYs 2023-2025 *(type "No amendments." in the description box)*.

☐ Make changes to current award for CYs 2023-2025, as explained in the description box below *(describe only the requested amendments)*:

☐ No funds have been awarded for this EC for CYs 2023-2025, so the following describes a new request *(in the description box below, describe all requested expenditures in detail)*:

☒ No funds are requested for this EC *(type "N/A." in the description box)*.

N/A

(5) Temporary Facilities or Workspace to Respond to Case Backlogs (ECs 3.5, 7.1; 31 CFR § 35.6 (b) (3) (ii) (E) (4))

(a) Total funds for this EC for CYs 2023-2025: $ Zero (0).
(i) Total funds for this EC for CY 2023: $ Zero (0).
(ii) Total funds for this EC for CY 2024: $ Zero (0).
(iii) Total funds for this EC for CY 2025: $ Zero (0).

(b) Amount of subtotal for this EC dedicated to addressing the backlog of serious violent felonies in CYs 2023-2025, as defined in OCGA § 17-10-6.1 (a): $ Zero (0).

(c) The following applies for this EC only (check one):

☐ No changes to current award for CYs 2023-2025 *(type "No amendments." in the description box)*.

☐ Make changes to current award for CYs 2023-2025, as explained in the description box below *(describe only the requested amendments)*:

☐ No funds have been awarded for this EC for CYs 2023-2025, so the following describes a new request *(in the description box below, describe all requested expenditures in detail)*:

☒ No funds are requested for this EC *(type "N/A." in the description box)*.

N/A

(6) ARPA-Eligible Administrative Expenses (ECs 3.5, 7.1; 31 CFR § 35.6 (b) (3) (ii) (E) (3)-(4))

(a) Total funds for this EC for CYs 2023-2025: $ 1,146,097.
(i) Total funds for this EC for CY 2023: $ 420,921.
(ii) Total funds for this EC for CY 2024: $ 595,607.
(iii) Total funds for this EC for CY 2025: $ 129,569.

(b) Overall number of *staff and contractor* positions to be funded under this EC in CYs 2023-2025: Two (2).
(i) Full-time staff and contractor positions in CYs 2023-2025: Two (2).
(ii) Part-time staff and contractor positions in CYs 2023-2025: Zero (0).

(c) The following applies for this EC only (check one):

☐ No changes to current award for CYs 2023-2025 *(type "No amendments." in the description box).*

☒ Make changes to current award for CYs 2023-2025, as explained in the description box below *(describe only the requested amendments)*:

☐ No funds have been awarded for this EC for CYs 2023-2025, so the following describes a new request *(in the description box below, describe all requested expenditures in detail)*:

☐ No funds are requested for this EC *(type "N/A." in the description box).*

(d) Procurement of legal research software or digital evidence management software (check one):

☐ By checking this box, the undersigned certifies that the purchase of (i) legal research software for ARPA-funded staff attorneys or prosecutors; or (ii) digital evidence management software will be subject to competitive bidding procedures regarding the purchase of equipment, supplies, services, or other items with public funds. See **FAQ 28.2**.

☐ This application does not request funding for legal research software for ARPA-funded staff attorneys or prosecutors or digital evidence management software.

Changes to Current 2023-2025

Staff Accountant *– Decrease (CY24/25) by $3,500 to Treatment Services Coordinator (NEW POSITION).*

Juror Expenses *– Increase (CY23) by $40,000 from Bailiffs, Increase (CY24/25) by $30,000 ($20,000 from Administrative Assistant, DA; $10,000 from Deputy Clerk).*

Court Reporter Transcripts *– Increase (CY24/25) by $50,704 ($1,948 from Deputy Clerk; $13,756 from Administrative Secretary, Pretrial; $35,000 from Probation Officers (Dawson County)).*

Add additional net new fundings to supplement current awarded direct / administrative costs for CY's 2024-2025 as follows:

Add: $100,000 to Juror Expenses; Add $29,569 to Court Reporter Transcripts.

(7) Audio-Visual Equipment Modernization (ECs 3.5, 7.1; 31 CFR § 35.6 (b) (3) (ii) (E) (4), (b) (4); 87 Fed. Reg. 4,389 (Jan. 27, 2022))

(a) Total funds for this EC for CYs 2023-2025: $ 565.657.

(i) Total funds for this EC for CY 2023: $ 565.657.

(ii) Total funds for this EC for CY 2024: $ Zero (0).

(iii) Total funds for this EC for CY 2025: $ Zero (0).

(b) The following applies for this EC only (check one):

☒ No changes to current award for CYs 2023-2025.

☐ Make changes to current award for CYs 2023-2025, as explained below:

☐ No funds have been awarded for this EC for CYs 2023-2025, so the following describes a new request:

☐ No funds are requested for this EC.

(c) **AV Policy** checklist (check all that apply to indicate compliance):

☐ A detailed justification letter is attached stating that audio-visual equipment modernization in the courtrooms listed in table (7) (d) below is a necessary component of a response to court case backlogs caused by the pandemic, with a primary focus on cases involving serious violent felonies. Id. at § (b) (2).

☐ A detailed summary of each audio-visual modernization project requested under this EC is attached, including a complete project timeline. Id. at § (b) (3).

☐ A detailed proposal from each vendor is attached, including an estimate of the cost of each project and all equipment to be installed. Id. at § (b) (4).

☐ Each attached proposal was subject to competitive bidding procedures and reflects market prices for comparable goods and services for the geographic area where the courtroom is located. Id. at §§ (c)-(d). See **FAQ 28.2** for procurement guidance.

☐ The projects are requested for *existing* courtrooms only, as defined. Id. at § (a) (2).

☐ The projects are requested for courtrooms where personnel are responding to case backlogs caused by the pandemic, with first priority given to courtrooms where personnel are responding to cases involving serious violent felonies. Id. at §§ (b) (2), (d).

☐ The projects requested are compliant with all other provisions of the ARPA Committee's **Audio-Visual Equipment Modernization Policy** (posted under Quick Links at https://jcaoc.georgiacourts.gov/arpa/).

(d) For each *existing* permanent courtroom where new audio-visual equipment is to be installed, fill in the following information (list new projects or amendments to currently approved projects; add additional rows to table if needed):

County	Address of Courtroom	Classes of Court That Use Courtroom	Requested Action	New/Amended Total Requested

			☐ New project or *Amendment:* ☐ Increase by $_____ ☐ Decrease by $_____	$
			☐ New project or *Amendment:* ☐ Increase by $_____ ☐ Decrease by $_____	$

(e) Audio-Visual Equipment Modernization Project(s) Description or Explanation:

N/A

(F) SUPPORTING DOCUMENTATION AND BUDGET FORM

The following supporting documentation is attached to this application (check all that apply):

☒ A completed **ARPA Budget Form** in an Excel spreadsheet file format (required).

☒ Correspondence to and from county governments requesting ARPA funds (required).

☐ All documents required under section (b) (2)-(4) of the **Audio-Visual Equipment Modernization Policy** (if requesting funds under section (E) (7) of this application).

☒ Any other documentation needed to support this application (if applicable).

(G) CERTIFICATION

☒ By checking this box, I, the undersigned, certify that (1) the information in this application is true and correct to the best of my knowledge; and (2) the proposed activities are eligible expenditures under the federal American Rescue Plan Act of 2021 and 31 CFR Part 35 ("Final Rule"). *I understand that the use of ARPA grant funds is subject to certain reporting requirements, audits, and recoupment if put toward impermissible uses.* 31 CFR § 35.10.

_____

Chief Judge/~~Justice~~ Signature

Printed Name: _ Judge Jason J. Deal_____

Title: Chief Judge, Superior Court_____

Date: 04/28/2025

(H) SUBMIT APPLICATION

E-mail a .pdf of your completed, certified, and signed application (with supporting documentation) to ARPA@georgiacourts.gov. *If you do not receive a confirmation e-mail that your application has been received within three business days after submission, please promptly notify the ARPA Grants Team* at ARPA@georgiacourts.gov and call 404-656-5171 to ensure receipt.

JUDICIAL BRANCH ARPA GRANT BUDGET TEMPLATE

Submitted by: Northeastern **Judicial Circuit**

Please show your last approved budget for CY23 and CY24/25 separately. Total approved awards for CY23 and CY24/25 should not change.

Budget Categories	Calendar Year 2023		Calendar Year 2023	Calendar Year 2024/2025		Calendar Year 2024/2025	Calendar Year 2025		
Personnel Services	**Current Approved Award**	**Amendment**	**CY 23 Requested Total**	**Current Approved Award**	**Amendment**	**CY24/25 Request Total**	**Additional**	**Total Requested Circuit Budget**	
Grant Administration and Clerical (include in application section (E) (6))									
Grants Specialist	$ 41,719	$ -	$ 41,719	$ -	$ -	$ -	$ -	$ **41,719**	NO LONGER FUNDED
Staff Accountant	$ -	$ -	$ -	$ 96,500	$ (3,500)	$ 93,000	$ -	$ **93,000**	$3,500 to Treatment Services Coordinator (NEW)
Total Grant Admin and Clerical Request	**$ 41,719**	**$ -**	$ 41,719	$ 96,500	$ (3,500)	$ 93,000	$ -	$ **134,719**	
Personnel Directly Responding to Case Backlog (include in application section (E) (1))									
Juvenile Judge	$ 196,029	$ -	$ 196,029	$ -	$ -	$ -	$ -	$ **196,029**	NO LONGER FUNDED
Judicial Assistant	$ 203,298	$ (109,117)	$ 94,181	$ -	$ -	$ -	$ -	$ **94,181**	$8,117 to Court Reporter , $55,000 to Probation Officer HC (NEW), $46,000 to Probation Sentence Writer HC (NEW)
Court Reporter	$ 73,245	$ 8,117	$ 81,362	$ 111,761	$ -	$ 111,761	$ -	$ **193,123**	$8,117 from Judicial Assistant
Deputy Clerk (Clerk of Court)	$ 45,206	$ -	$ 45,206	$ 43,854	$ (13,161)	$ 30,693	$ -	$ **75,899**	$1,213 to Treatment Services Coordinator (NEW), $10,000 to Juror Expenses, $1,948 to Court Reporter Transcripts
Assistant District Attorney	$ 47,005	$ -	$ 47,005	$ -	$ -	$ -	$ -	$ **47,005**	NO LONGER FUNDED
Investigator, District Attorney	$ 123,842	$ -	$ 123,842	$ 82,713	$ (2,899)	$ 79,814	$ -	$ **203,656**	$2,899 to Treatment Services Coordinator (NEW)
Administrative Assistant, District Attorney	$ 42,919	$ -	$ 42,919	$ 119,887	$ (20,000)	$ 99,887	$ -	$ **142,806**	$20,000 to Juror Expenses
Administrative Secretary, PreTrial	$ 75,806	$ -	$ 75,806	$ 56,498	$ (13,756)	$ 42,742	$ -	$ **118,548**	$13,756 to Court Reporter Transcripts
Associate Probate Judge	$ 156,237	$ -	$ 156,237	$ -	$ -	$ -	$ -	$ **156,237**	NO LONGER FUNDED
Solicitor Victims Witness Assistant (part-time to full-time)	$ 24,000	$ -	$ 24,000	$ -	$ -	$ -	$ -	$ **24,000**	NO LONGER FUNDED
Deputy Sheriff (Dawson County)	$ 72,083	$ -	$ 72,083	$ 151,925	$ 9,000	$ 160,925	$ -	$ **233,008**	$9,000 from DC Probation officer
Bailiffs (x5)	$ 90,000	$ (40,000)	$ 50,000	$ 90,000	$ (17,000)	$ 73,000	$ -	$ **123,000**	$40,000 to Juror Expenses, $17,000 to Treatment Services Coordinator (NEW)
Superior Court Senior Judge	$ 12,000	$ -	$ 12,000	$ 16,159	$ -	$ 16,159	$ -	$ **28,159**	
Judicial Assistance (Senior Judges, etc.)	$ 65,654	$ -	$ 65,654	$ 99,153	$ (15,000)	$ 84,153	$ -	$ **149,807**	$15,000 to Treatment Services Coordinator (NEW)
Probation Officer (Dawson County) (x2)	$ -	$ -	$ -	$ 176,000	$ (44,000)	$ 132,000	$ -	$ **132,000**	$9,000 to Deputy Sheriff, $35,000 to Court Reporter Transcripts
Probation Officer (Hall County) (NEW)	$ -	$ 55,000	$ 55,000	$ -	$ -	$ -	$ -	$ **55,000**	$55,000 from Judicial Assistant
Probation Sentence Writer (NEW)	$ -	$ 46,000	$ 46,000	$ -	$ -	$ -	$ -	$ **46,000**	$46,000 from Judicial Assistant
Total-Personnel Directly Responding to Case Backlog	**$ 1,227,324**	**$ (40,000)**	**$ 1,187,324**	**$ 947,950**	**$ (116,816)**	$ 831,134	$ -	$ **2,018,458**	
Percentage of "Total-Personnel Directly Responding to Case Backlog" for CYs 2023-2025 Dedicated to Serious Violent Felonies								**88%**	
Personnel Court-Based Mental Health Diversion (include in application section (E) (2))									
Human Services Coordinator	$ 66,339	$ -	$ 66,339	$ 26,240	$ -	$ 26,240	$ -	$ **92,579**	NO LONGER FUNDED
Total Personnel Court-Based Mental Health Diversion (include in application section	**$ 66,339**	**$ -**	**$ 66,339**	**$ 26,240**	**$ -**	**$ 26,240**	**$ -**	$ **92,579**	
Personnel Court-Based Substance Use Diversion (include in application section (E) (3))									
Program Counselor (Dawson)	$ 64,846	$ -	$ 64,846.00	$ 4,556	$ -	$ 4,556	$ -	$ **69,402**	NO LONGER FUNDED
Case Manager (1)	$ 94,707	$ -	$ 94,707.00	$ 136,218	$ (5,200)	$ 131,018	$ -	$ **225,725**	$5,200 to Case Manager (2)
Case Manager (2)	$ -	$ -	$ -	$ 76,000	$ 7,700	$ 83,700	$ -	$ **83,700**	$5,200 from Case Manager (1), $2,500 from Operations Coordinator
Operations Coordinator	$ -	$ -	$ -	$ 85,000	$ (2,500)	$ 82,500	$ -	$ **82,500**	$2,500 to Case Manager (2)
Intake Specialist	$ 92,207	$ -	$ 92,207.00	$ 16,064	$ -	$ 16,064	$ -	$ **108,271**	NO LONGER FUNDED
Contract - Clinical Supervision	$ 8,000	$ -	$ 8,000.00	$ 60,000	$ (28,388)	$ 31,612	$ -	$ **39,612**	$28,388 to Treatment Services Coordinator (NEW)
Treatment Services Coordinator (NEW)	$ -	$ -	$ -	$ -	$ 68,000	$ 68,000	$ -	$ **68,000**	$28,388 from Clinical Supervision, $15,000 from Judicial Assistance, $17,000 from Bailiffs, $3,500 from Staff Accountant, $2,899 from Investigator, DA, $1,213 from Deputy Clerk
Total Personnel Court-Based Substance Use Diversion (include in application section	**$ 259,760**	**$ -**	**$ 259,760.00**	**$ 377,838**	**$ 39,612**	$ 417,450	$ -	$ **677,210**	
Personnel Court-Based Eviction Prevention and Diversion (include in application section (E) (4))									
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Total Personnel Court-Based Eviction Prevention and Diversion (E) (4)	**$ -**	**$ -**	$ -	$ -	$ -	$ -	$ -	$ -	
Total Personnel Costs:	**$ 1,595,141**	**$ (40,000)**	**$ 1,555,141.06**	**$ 1,448,528**	**$ (80,704)**	**$ 1,367,824**	**$ -**	$ **2,922,965**	

Direct/Administrative Costs:	CY23	Amendment	CY23 Requested Total	CY24/25	Amendment	CY24/25 Total	Additional	Total Circuit Budget	
ARPA-Eligible Administrative Expenses (include in application section (E) (6))									
Equipment < $5,000 (Computers & Printers for addTl staff)	$ 4,982	$ -	$ 4,982	$ -	$ -	$ -	$ -	$ **4,982**	NO LONGER FUNDED
Supplies and Materials	$ 467	$ -	$ 467	$ -	$ -	$ -	$ -	$ **467**	NO LONGER FUNDED
Juror Expenses	$ 73,728	$ 40,000	$ 113,728	$ 120,000	$ 30,000	$ 150,000	$ 100,000	$ **363,728**	$40,000 from Bailiffs (CY23), $20,000 from Administrative Assistant, DA, $10,000 from Deputy Clerk
Court Reporter Transcripts	$ 158,142	$ -	$ 158,142	$ 244,937	$ 50,704	$ 295,641	$ 29,569	$ **483,352**	$1,948 from Deputy Clerk, $13,756 from Administrative Secretary, Pretrial, $35,000 from Probation Officers DC
Interpreter	$ 101,884	$ -	$ 101,884	$ -	$ -	$ -	$ -	$ **101,884**	NO LONGER FUNDED
Drug Screeners (Dawson)	$ -	$ -	$ -	$ 56,966	$ -	$ 56,966	$ -	$ **56,966**	
Total ARPA-Eligible Administrative Expenses	**$ 339,202**	**$ 40,000**	**$ 379,202**	**$ 421,903**	$ 80,704	$ 502,607	**$ 129,569**	$ **1,011,378**	
ARPA-Audio Visual Equipment Modernization (include in application section (E) (7))									
Audio-visual equipment modernization	$ 565,657	$ -	$ 565,657	$ -	$ -	$ -	$ -	$ **565,657**	
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Total ARPA Audio Visual Equipment Modernization	**$ 565,657**	**$ -**	$ 565,657	**$ -**	**$ -**	$ -	$ -	$ **565,657**	
Temporary Facilities or Workspace (include in application section (E) (5))									
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Total Temporary Facilities or Workspace	**$ -**	**$ -**	$ -	$ -	$ -	$ -	$ -	$ -	
Total Direct/Administrative Costs:	**$ 904,859**	**$ 40,000**	**$ 944,859**	**$ 421,903**	**$ 80,704**	$ 502,607	**$ 129,569**	$ **1,577,035**	

TOTAL OVERALL BUDGET	**$ 2,500,000**	**$ -**	**$ 2,500,000**	**$ 1,870,431**	**$ -**	$ 1,870,431	**$ 129,569**	$ **4,500,000**	
	CY23		CY23	CY24/25		CY24/25	CY25		*Budget template v.11 5.16.25 final*

$ 2,000,000

NOTE: Amendment and additional funds to existing awards for CYs 2023-2025

ALL EXISTING GRANT FUNDS AWARDED END DECEMBER 31,2025

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (06/09/25)**

REPORT TO: **Voting Meeting (06/12/25)**

ITEM NO: 298/2025

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 $65,118.00.

Meetings:

Work Session Date: 06/09/25 **Voting Meeting Date:** 06/12/25

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 $65,118.00.

History:
Fontis Water, Inc. is the current contract holder and has proven to be a good vendor for the County in servicing this contract.

Facts and Issues:
Year three (3) of a possible three (3) year contract. There are no price increases for FY 2026.

Options:

Funding Requested	$ 65,118.00
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?	2025-07-01

Approvals:

Buyer	Submit	Purchasing	Budget
JD	TS	AP	JM

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 298/2025

Funds Requested: $ 65,118.00

Request Budgeted: Yes

Proposed Source of Funding:

Various

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	TBD	TBD	521000-PROFESSIONAL SERVICES	$65,118.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: TS

Phone: 770-531-3900

HALL COUNTY
GEORGIA
*We have it **all** in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Penick

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

CONTRACT EXECUTION SIGNATURE REQUEST

Date: May 14, 2025

To: David Gibbs, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 001-44-2

Bid/Contract Name: Bottle Water Services Annual Contact

Department(s) Requesting Contract: Multiple

Award Recipient Name: Fontis Water, Inc.

Contract Description:

☒ Annual Contract ☐ New ☒ Renewal

FY 2025 Projected Spend: $63,841

☐ Price Increase Requested Increase Percentage: 0%

☒ Project/Service Contract FY 2026 Estimated Amount: $65,118

☐ Product Contract Estimated Amount: $0

Comment:

Year three (3) of a three (3) year contract. FY 2026 Renewal.
Fontis Water, Inc. is the current contract holder and is a vendor in good standing with the County. There are no requested price increases for FY 2026.
The FY 2026 Estimated amount has been reviewed against the projected FY 2026 budget by Finance.

State of Georgia
County of Hall

Contract #001-44-2

Contract Renewal #2

Bottle Water Services Annual Contract

March 18, 2025

Whereas, the County desires to Renew the Contract period for a one year period through June 30, 2026, 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, 2026,
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: _____
Print Name: James Carroll
Title: CEO

Sworn to and subscribed before me this

18th Day of March, 2025

Notary Public: _____
Notary commission expires: 3/20/2028

MARY SASKEL RAUGHLEY NOTARY PUBLIC CHEROKEE COUNTY, GEORGIA MY COMMISSION EXPIRES MARCH 20, 2028

HALL COUNTY, GEORGIA

By. _____
David Gibbs, Chairman
Board of Commissioners

Date: _____

Attestment: _____
County Clerk

Approved as to Form APPROVED AS TO FORM

_____
Nathaniel R. Anderson,
Senior Assistant County Attorney

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (06/09/25)**

REPORT TO: **Voting Meeting (06/12/25)**

ITEM NO: 349/2025

SUBJECT: Approve the renewal of the annual contract for IFB #011-44 Uniform Purchases for various County departments to Strongpoint, LLC of Gainesville, GA and Uniforms Unlimited of Athens, GA. The estimated annual cost is $140,939.00.

Meetings:

Work Session Date: 06/09/25 **Voting Meeting Date:** 06/12/25

Executive Summary:

Presenter: TS

Recommendation:
Approve.

Purpose of Request:
Approve the renewal of the annual contract for IFB #011-44 Uniform Purchases for various County departments to Strongpoint, LLC of Gainesville, GA and Uniforms Unlimited of Athens, GA. The estimated annual cost is $140,939.00.

History:

Strongpoint, LLC and Uniforms Unlimited are the vendors on this contract and both are in good standing with the County.

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

There are no price increases for FY 2026.

Options:

Funding Requested	$ 140,939.00
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?	2025-07-01

Approvals:

Buyer	Submit	Purchasing	Budget
MH	TS	AY	JM
Finance	**Attorney**	**Administration**	**Clerk**
TS	WLI	CR	JR

Attachments:

Financial Supplement
Renewal Contracts

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 349/2025

Funds Requested: $ 140,939.00

Request Budgeted: Yes

Proposed Source of Funding:

Various

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	TBD	TBD	531700-UNIFORMS	$140,939.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: TS

Phone: 770-531-3900

HALL COUNTY
GEORGIA
*We have it **all** in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Penick

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

CONTRACT EXECUTION SIGNATURE REQUEST

Date: May 20, 2025

To: David Gibbs, Chairman, BOC

From: Mike Hawkins, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 011-44-2

Bid/Contract Name: Uniform Purchase Annual Contract

Department(s) Requesting Contract: Multiple Departments

Award Recipient Name: Two (2) Vendors – Strongpoint, LLC and Uniforms Unlimited

Contract Description:

☒ Annual Contract ☐ New ☒ Renewal

Prior Year's Spend: $138,175.00

☐ Price Increase Requested Increase Percentage: N/A

☐ Project/Service Contract Estimated Amount: N/A

☒ Product Contract Estimated Amount: $140,938.50

Comment:

This is year three (3) of a three (3) year contract.

State of Georgia
County of Hall

Contract#: 011-44-2

Contract Renewal

Uniform Purchase Annual Contract

April 25, 2025

Whereas, the County desires to renew the contract period for a one (1) year period through June 30, 2026, 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 renewal as stated and therefore, the above numbered contract is hereby changed as follows:

1. By extending the Contract term through June 30, 2026,
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.

Uniforms Unlimited

By: Wayne Wilson

Print Name: Wayne Wilson

Title: President

Hall County, Georgia

By. _____

David Gibbs
Chairman
Hall County Board of Commissioners

Date: _____

Sworn to and subscribed before me this

1 Day of May, 2025

Notary Public: Krystin M Keller

Notary commission expires

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

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

State of Georgia
County of Hall

Contract#: 011-44-2

Contract Renewal

Uniform Purchase Annual Contract

April 25, 2025

Whereas, the County desires to renew the contract period for a one (1) year period through June 30, 2026, 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 renewal as stated and therefore, the above numbered contract is hereby changed as follows:

1. By extending the Contract term through June 30, 2026,
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.

Strongpoint, LLC

By: _____

Print Name: Rebecca Mason

Title: Owner

Hall County, Georgia

By. _____

David Gibbs
Chairman
Hall County Board of Commissioners

Date: _____

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

Sworn to and subscribed before me this

9 Day of May, 2025

Notary Public: _____

Notary commission expires: 7/27/26

KELLY W OLSON
NOTARY PUBLIC
HALL COUNTY, GA.
MY COMMISSION EXPIRES
JULY 27 2026

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (06/09/25)**

REPORT TO: **Voting Meeting (06/12/25)**

ITEM NO: 317/2025

SUBJECT: Approve the renewal of annual contract for RFQ #44-021 Demand Services for General Contractor Services for Hall County Projects for various County departments to Chattahoochee Group, Inc. of Clermont, GA, BM&K Construction, Inc. of Braselton, GA, Scroggs & Grizzel Contracting, Inc. of Clermont, GA, and Hogan Construction Group, LLC of Norcross, GA. The estimated annual cost is $2,000,000.00.

Meetings:

Work Session Date: 06/09/25

Voting Meeting Date: 06/12/25

Executive Summary:

Presenter: TS

Recommendation:
Approve.

Purpose of Request:
Approve the renewal of annual contract for RFQ #44-021 Demand Services for General Contractor Services for Hall County Projects for various County departments to Chattahoochee Group, Inc. of Clermont, GA, BM&K Construction, Inc. of Braselton, GA, Scroggs & Grizzel Contracting, Inc. of Clermont, GA, and Hogan Construction Group, LLC of Norcross, GA. The estimated annual cost is $2,000,000.00

History:

This is an on-demand pool of professional and qualified General Contractor vendors to assist Hall County with new construction, remodel and renovation projects. All four vendors are in good standing with the County.

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

Options:

Funding Requested	$ 2,000,000.00
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? 2025-07-01

Approvals:

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

Attachments:

Financial Supplement
Contracts - General Contractor

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 317/2025

Funds Requested: $ 2,000,000.00

Request Budgeted: Yes

Proposed Source of Funding:

Various

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	TBD	TBD	541300-BUILDING AND IMPROVEMENTS	$2,000,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: TS

Phone: 770-531-3900

HALL COUNTY
GEORGIA
*We have it **all** in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Penick

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

CONTRACT EXECUTION SIGNATURE REQUEST

Date: May 15, 2025

To: David Gibbs, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number:44-021-1

Bid/Contract Name: Demand Services for General Contractor Services for Hall County Projects

Department(s) Requesting Contract: Various

Award Recipient Name: Chattahoochee Group, Inc., BM & K Construction, Inc., Hogan Construction Group, LLC and Scroggs & Grizzel Contracting, Inc.

Contract Description:

☒ Annual Contract ☐ New ☒ Renewal

FY 2025 Projected Spend: $7,697,765

☐ Price Increase Requested Decrease Percentage: 0%

☒ Project/Service Contract FY 2026 Estimated Amount: $2,000,000

☐ Product Contract Estimated Amount: $0

Comment:

Year two (2) of a possible five (5) year contract. FY 2026 Renewal.
This is a convenience contract that is open to use by all Hall County Departments. All work will be requested by task orders. All four vendors are in good standing with the County.
The FY 2026 Estimated amount has been reviewed against the projected FY 2026 budget by Finance.

State of Georgia
County of Hall

Contract #44-021-1

Contract Renewal #1

Demand Services for General Contractor Services for Hall County Projects March 24, 2025

Whereas, the County desires to Renew the Contract period for a one year period through June 30, 2026, in accordance with the terms and conditions of Bid #44-021, Demand Services for General Contractor Services for Hall County Projects for dated March 14, 2024: 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, 2026,
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.

CHATTAHOOCHEE GROUP, INC.

By: Megan Thomas
Print Name: Megan Thomas
Title: CFO

Sworn to and subscribed before me this

1st Day of April, 2025

Notary Public: Tamara Norsworthy

Notary commission expires: 6/2/26

TAMARA NORSWORTHY NOTARY PUBLIC My Commission Expires June 2, 2026 HALL COUNTY, GEORGIA

HALL COUNTY, GEORGIA

By. _____
David Gibbs, Chairman
Board of Commissioners

Date: _____

Attestment: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

State of Georgia
County of Hall

Contract #44-021-1

Contract Renewal #1

Demand Services for General Contractor Services for Hall County Projects March 24, 2025

Whereas, the County desires to Renew the Contract period for a one year period through June 30, 2026, in accordance with the terms and conditions of Bid #44-021, Demand Services for General Contractor Services for Hall County Projects for dated March 14, 2024: 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, 2026,
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.

SCROGGS & GRIZZEL CONTRACTING, INC.

By: _____
Print Name: Mike Grizzel
Title: President

HALL COUNTY, GEORGIA

By. _____
David Gibbs, Chairman
Board of Commissioners

Date: _____

Attestment: _____
County Clerk

Sworn to and subscribed before me this

26th Day of March, 2025

Notary Public: Mary Elizabeth Manus

Notary commission expires: April 23, 2028

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

State of Georgia
County of Hall

Contract #44-021-1

Contract Renewal #1

Demand Services for General Contractor Services for Hall County Projects March 24, 2025

Whereas, the County desires to Renew the Contract period for a one year period through June 30, 2026, in accordance with the terms and conditions of Bid #44-021, Demand Services for General Contractor Services for Hall County Projects for dated March 14, 2024: 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, 2026,
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.

BM & K Construction, Inc.

By: _____
Print Name: Don Clerici
Title: President

Sworn to and subscribed before me this
21 Day of April, 2025

Notary Public: _____

Notary commission expires: 5/23/2026

SHARON L ANDERSON NOTARY PUBLIC JACKSON COUNTY, GEORGIA COMMISSION EXPIRES MAY 23, 2026

HALL COUNTY, GEORGIA

By. _____
David Gibbs, Chairman
Board of Commissioners

Date: _____

Attestment: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

State of Georgia
County of Hall

Contract #44-021-1

Contract Renewal #1

Demand Services for General Contractor Services for Hall County Projects March 24, 2025

Whereas, the County desires to Renew the Contract period for a one year period through June 30, 2026, in accordance with the terms and conditions of Bid #44-021, Demand Services for General Contractor Services for Hall County Projects for dated March 14, 2024: 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, 2026,
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.

HOGAN CONSTRUCTION GROUP, LLC

By: _____
Print Name: Paul Hogan
Title: President

HALL COUNTY, GEORGIA

By. _____
David Gibbs, Chairman
Board of Commissioners

Date: _____

Attestment: _____
County Clerk

Sworn to and subscribed before me this

13 Day of May, 2025

Notary Public: _____

Notary commission expires: 5/23/25

Abbie Hart Tischer
NOTARY PUBLIC
Forsyth County, GEORGIA
My Commission Expires 05/23/2025

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (06/09/25)**

REPORT TO: **Voting Meeting (06/12/25)**

ITEM NO: 293/2025

SUBJECT: Approve the declaration of surplus vehicles and equipment 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.

Meetings:

Work Session Date: 06/09/25

Voting Meeting Date: 06/12/25

Executive Summary:

Presenter: TS

Recommendation:
Approve.

Purpose of Request:
Approve the declaration of surplus vehicles and equipment 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.

History:

Facts and Issues:

Options:

These vehicles and equipment have been fully depreciated and are beyond their useful lives for Hall County. These vehicles and equipment will be uploaded to GovDeals.com, an auction website the County regularly uses to dispose of surplus assets. They will be listed and sold as individual assets.

The Purchasing Division has worked closely with GovDeals to strategically position theses units for quick sale based on recent transactions on the GovDeals.com website.

Detail of the vehicles and equipment are as follows:

- Two (2) Mack rolloff trucks
  - 2004 Mack 700 CV713 Granite bearing VIN Number 1M2AG11C54M013481
  - 2007 Mack 700 CTP713 bearing VIN Number 1M2AT04C87M003274
- Two (2) ambulances
  - 2015 Freightliner Osage Type I bearing VIN Number 1FVACWDU0FHGN4655
  - 2015 Freightliner Osage Type I bearing VIN Number 1FVACWDU9FHGN4654
- Two (2) asphalt pothole patchers
  - 2005 Freightliner bearing VIN Number 1FVACYDC65HU61697
  - 2005 Freightliner bearing VIN Number 1FVACYDC45HD61696
- One (1) Ferguson Roller bearing serial number 4218
- One (1) Waldon Sweep Master 250 bearing serial number SM25025432

Funding Requested	$ 0.00
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	Purchasing	Budget
AY	TS	AY	JM
Finance	**Attorney**	**Administration**	**Clerk**
TS	WLI	CR	JR

Attachments:
Vehicle Listing
Titles
Bills of Sale

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 293/2025

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: AY

Phone: 770-531-4940

Surplus Vehicles and Equipment to Auction

May 6, 2025

- 2004 Mack Granite rolloff truck – Solid Waste
  - 345,750 Miles
  - Purchase Date: May 5, 2004
  - Purchase Price: $85,584.82
  - VIN: 1M2AG11C54M013481

- 2007 Mack rolloff truck – Solid Waste
  - 273,450 Miles
  - Purchase Date: February 15, 2007
  - Purchase Price: $111,943.27
  - VIN: 1M2AT04C87M003274

- 2015 Freightliner Ambulance – Fire Rescue
  - 193,909 Miles
  - Purchase Date: June 30, 2016
  - Purchase Price: $283,485.00
  - VIN: 1FVACWDU0FHGN4655

- 2015 Freightliner Ambulance – Fire Rescue
  - 167,343 miles
  - Purchase Date: June 30, 2016
  - Purchase Price: $283,485.00
  - VIN: 1FVACWDU9FHGN4654

- 2005 Freightliner (Asphalt Pothole Patcher) – Road Maintenance
  - 161,623 Miles
  - Purchase Date: March 11, 2005
  - Purchase Price: $107,045.00
  - VIN: 1FVACYDC65HU61697

- 2005 Freightliner (Asphalt Pothole Patcher) – Road Maintenance
  - 202,429 Miles
  - Purchase Date: March 11, 2005
  - Purchase Price: $107,045.00
  - VIN: 1FVACYDC45HU61696

- Ferguson Roller
  - Unknown hours

    - Serial #: 4218
    - Model #: 46A

- Generac 300KW generator – Animal Services
    - Purchase Date: 2009
    - Purchase Price: Unknown
    - Model #: 10933090200
    - Serial #: 2102364
    - Type: SG0300-G36133N23HPSY

Georgia Certificate of Title

DISCLAIMER: DO NOT ACCEPT THIS TITLE WITHOUT THE SECURITY THREAD LOCATED APPROXIMATELY TWO INCHES FROM LEFT EDGE.

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	TYPE OF BODY	MODEL	CYL	DATE ISSUED
1M2AG11C54M013481	MACK	2004	TRUCK	700	6	05/18/2004

DATE VEHICLE PUR.	FUEL	NEW OR USED	ODOMETER*	PREVIOUS TITLE NBR/STATE OF ISSUE	NBR OF LIENS	COLOR	CURRENT TITLE NUMBER
05/05/2004	DIESEL	NEW	EXEMPT		0	UNK	771495041343010

OWNER

HALL COUNTY COMMISSIONERS
PO DWR 1435 SPRING ST
GAINESVILLE GA 30501-0001

1ST LIEN OR SECURITY INTEREST

2ND LIEN OR SECURITY INTEREST

3RD LIEN OR SECURITY INTEREST

RELEASE OF LIEN OR SECURITY INTEREST

	DATE OF RELEASE	SECURITY INTEREST HOLDER	AUTHORIZED AGENT
1ST LIEN			BY
2ND LIEN			BY
3RD LIEN			BY

MAIL TO

HALL COUNTY COMMISSIONERS
PO DWR 1435 SPRING ST
GAINESVILLE GA 30501-0001

The Ga Dept of Motor Vehicle Safety hereby certifies that on Application duly made the person named herein is registered by this Department as the lawful owner of the vehicle described subject to the liens or security interests herein set forth and such liens or security interests as may subsequently be filed with the Commissioner. This Certificate of Title is issued pursuant to the Motor Vehicle Certificate of Title Act and is subject to the provisions thereof.

011173883

DMVS COMMISSIONER

13262912

T/O REV. 6/03

THIS TITLE MUST BE TRANSFERRED **IMMEDIATELY** INTO THE NEW OWNER'S NAME. CAUTION: $100 FINE OR 30 DAYS IMPRISONMENT FOR ACCEPTANCE OR DELIVERY OF EACH CERTIFICATE OF TITLE ASSIGNED IN BLANK. **TAG REGISTRATION MUST BE TRANSFERRED WITHIN 30 DAYS** OR OWNER WILL BE SUBJECT TO **FINE** OF UP TO **$100.** NEW VEHICLES MUST BE REGISTERED WITHIN 30 DAYS OF THE DATE OF PURCHASE. OWNER MUST COMPLETE ALL SPACES IN FULL. DO NOT USE RED INK. **NOTICE:** ANY ALTERATION VOIDS THIS TITLE.

DO NOT ACCEPT TITLE SHOWING ANY ALTERATIONS, ERASURES OR MUTILATIONS

NOTICE TO BUYER

ASSIGNMENT AND WARRANTY OF TITLE BY OWNER

TO BE COMPLETED BY SELLER and delivered with the vehicle to the purchaser. Application for new Certificate of Title must be made by purchaser on title application form and filed within 90 days of date of purchase in order to avoid $10.00 penalty. If the vehicle described hereon is junked or dismantled, this Certificate of Title must be returned to Motor Vehicle Services within 72 hours. FEDERAL and State Law requires that you state the odometer reading in connection with transfer of ownership. Failure to complete ODOMETER STATEMENT OR providing a FALSE STATEMENT may result in fines and/or imprisonment. The undersigned hereby sells, assigns or transfers the vehicle described on the face of this certificate to:

ALL BLOCKS MUST BE COMPLETED ACCURATELY. SUBMIT SIGNED & NOTARIZED AFFIDAVITS EXPLAINING ANY ERRORS.

BUYER'S LEGAL NAME

STREET OR R.F.D. NO.

CITY, STATE & ZIP CODE | COUNTY OF RESIDENCE

DATE OF SALE/TRANSFER / /

Any alteration or erasure of date of sale will result in a $10.00 Penalty Fee.

"I/we certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked."

345,750 ODOMETER READING — NO TENTHS

***CAUTION:** READ CAREFULLY BEFORE YOU CHECK A BLOCK

☐ 1. The odometer reading stated is in excess of its mechanical limits
☐ 2. The odometer reading is NOT the actual mileage. **WARNING: ODOMETER DISCREPANCY**

I/WE WARRANT THAT SAID VEHICLE IS FREE OF ALL SECURITY INTERESTS, LIENS OR ENCUMBRANCES EXCEPT AS NOTED BELOW:

Transferor's (SELLER'S) Printed Name | Transferee's (BUYER'S) Printed Name

Transferor's (SELLER'S) Signature X | Transferee's (BUYER'S) Signature X

1st DEALER'S ASSIGNMENT

DEALER (COMPLETE ALL SPACES IN FULL) DO NOT USE RED INK

I/WE WARRANT THAT SAID VEHICLE IS FREE OF ALL SECURITY INTERESTS, LIENS OR ENCUMBRANCES EXCEPT AS NOTED BELOW.
We also warrant this Title and certify that the vehicle described herein has been transferred to the following:

Purchaser's Legal Name | Purchaser's Address | County of Residence

Dealer's Permanent ID Number and Dealer's Master Tag Number | **Unauthorized use may lead to prosecution** | Registered Dealer's Name

"I/we certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked."

ODOMETER READING — NO TENTHS

☐ 1. The odometer reading stated is in excess of its mechanical limits
☐ 2. The odometer reading is NOT the actual mileage. **WARNING: ODOMETER DISCREPANCY**

Date of Sale/Transfer / /

Transferor's (SELLER'S) Printed Name | Transferee's (BUYER'S) Printed Name

Transferor's (SELLER'S) Signature X | Transferee's (BUYER'S) Signature X

2nd DLR. ASSIGNMENT

Purchaser's Legal Name | Purchaser's Address | County of Residence

Dealer's Permanent ID Number and Dealer's Master Tag Number | **Unauthorized use may lead to prosecution** | Registered Dealer's Name

"I/we certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked."

ODOMETER READING — NO TENTHS

☐ 1. The odometer reading stated is in excess of its mechanical limits
☐ 2. The odometer reading is NOT the actual mileage. **WARNING: ODOMETER DISCREPANCY**

Date of Sale/Transfer / /

Transferor's (SELLER'S) Printed Name | Transferee's (BUYER'S) Printed Name

Transferor's (SELLER'S) Signature X | Transferee's (BUYER'S) Signature X

3rd DLR. ASSIGNMENT

Purchaser's Legal Name | Purchaser's Address | County of Residence

Dealer's Permanent ID Number and Dealer's Master Tag Number | **Unauthorized use may lead to prosecution** | Registered Dealer's Name

"I/we certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked."

ODOMETER READING — NO TENTHS

☐ 1. The odometer reading stated is in excess of its mechanical limits
☐ 2. The odometer reading is NOT the actual mileage. **WARNING: ODOMETER DISCREPANCY**

Date of Sale/Transfer / /

Transferor's (SELLER'S) Printed Name | Transferee's (BUYER'S) Printed Name

Transferor's (SELLER'S) Signature X | Transferee's (BUYER'S) Signature X

LIEN

LIEN OR SECURITY INTEREST HOLDER TO BE RECORDED ON NEW TITLE

LIEN/SECURITY INTEREST HOLDER'S Name

LIEN/SECURITY INTEREST HOLDER'S Address

ATTN: DEALERS AND DISTRIBUTORS. Retain a copy of front and back of this document. Retention period: 5 years.

NOTICE: ANY ALTERATION OR ERASURE VOIDS THIS TITLE

REMOVE YOUR TAG FROM THIS VEHICLE WHEN YOU ASSIGN TITLE TO THIS VEHICLE TO A NEW OWNER.

TAGS MUST BE TRANSFERRED OR PURCHASED WITHIN 30 DAYS OF THE PURCHASE DATE OR THE OWNER WILL BE SUBJECT TO FINES UP TO $100 BY LAW ENFORCEMENT FOR IMPROPER REGISTRATION.

#0623 D-133

Georgia Certificate of Title

DISCLAIMER: DO NOT ACCEPT THIS TITLE WITHOUT THE SECURITY THREAD LOCATED APPROXIMATELY TWO INCHES FROM LEFT EDGE.

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	TYPE OF BODY	MODEL	CYL	DATE ISSUED
1M2AT04C87M003274	MACK	2007	TRUCK	700 CTP700	6	06/08/2007

DATE VEHICLE PUR.	FUEL	NEW OR USED	ODOMETER*	PREVIOUS TITLE NBR/STATE OF ISSUE	NBR OF LIENS	COLOR	CURRENT TITLE NUMBER
01/26/2007	DIESEL	NEW	000175		0	UNK	772641071564010

OWNER

HALL COUNTY COMMISSIONERS
116 SPRING ST
GAINESVILLE GA 30501-2580

1ST LIEN OR SECURITY INTEREST

2ND LIEN OR SECURITY INTEREST

3RD LIEN OR SECURITY INTEREST

RELEASE OF LIEN OR SECURITY INTEREST

	DATE OF RELEASE	SECURITY INTEREST HOLDER	AUTHORIZED AGENT
1ST LIEN			BY
2ND LIEN			BY
3RD LIEN			BY

* ODOMETER READING IS ACTUAL MILEAGE OF THE VEHICLE UNLESS OTHERWISE INDICATED BELOW.

MAIL TO

HALL COUNTY COMMISSIONERS
PO BOX 1435
GAINESVILLE GA 30503-1435

The Georgia Department of Revenue issued this title pursuant to the Motor Vehicle Certificate of Title Act and this title is subject to its provisions. The Department certifies that on application duly made, the person named herein is registered as the lawful owner of the vehicle described subject to any liens or security interests set forth and such liens or security interests as may subsequently be filed with the Commissioner.

019263513

DOR

STATE REVENUE COMMISSIONER

21992119

T/O REV. 1/06

THIS TITLE MUST BE TRANSFERRED **IMMEDIATELY** INTO THE NEW OWNER'S NAME. CAUTION: $100 FINE OR 30 DAYS IMPRISONMENT FOR ACCEPTANCE OR DELIVERY OF EACH CERTIFICATE OF TITLE ASSIGNED IN BLANK. **TAG REGISTRATION MUST BE TRANSFERRED WITHIN 30 DAYS** OR OWNER WILL BE SUBJECT TO **FINE** OF UP TO **$100.** NEW VEHICLES MUST BE REGISTERED WITHIN 30 DAYS OF THE DATE OF PURCHASE. OWNER MUST COMPLETE ALL SPACES IN FULL. DO NOT USE RED INK. **NOTICE:** ANY ALTERATION VOIDS THIS TITLE.

DO NOT ACCEPT TITLE SHOWING ANY ALTERATIONS, ERASURES OR MUTILATIONS

NOTICE TO BUYER

ASSIGNMENT AND WARRANTY OF TITLE BY OWNER

TO BE COMPLETED BY SELLER and delivered with the vehicle to the purchaser. Application for new Certificate of Title must be made by purchaser on title application form and filed within 90 days of date of purchase in order to avoid $10.00 penalty. If the vehicle described hereon is junked or dismantled, this Certificate of Title must be returned to the Motor Vehicle Division within 72 hours. FEDERAL and State Law requires that you state the odometer reading in connection with transfer of ownership. Failure to complete ODOMETER STATEMENT OR providing a FALSE STATEMENT may result in fines and/or imprisonment. The undersigned hereby sells, assigns or transfers the vehicle described on the face of this certificate to:

ALL BLOCKS MUST BE COMPLETED ACCURATELY. SUBMIT SIGNED & NOTARIZED AFFIDAVITS EXPLAINING ANY ERRORS.

PURCHASER'S LEGAL NAME

STREET OR R.F.D. NO.

CITY, STATE & ZIP CODE

COUNTY OF RESIDENCE

DATE OF SALE/TRANSFER / /

Any alteration or erasure of date of sale will result in a $10.00 Penalty Fee.

"I/we certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked."

273,450 ODOMETER READING — NO TENTHS

*CAUTION: READ CAREFULLY BEFORE YOU CHECK A BLOCK

☐ 1. The odometer reading stated is in excess of its mechanical limits
☐ 2. The odometer reading is NOT the actual mileage. **WARNING: ODOMETER DISCREPANCY**

I/WE WARRANT THAT SAID VEHICLE IS FREE OF ALL SECURITY INTERESTS, LIENS OR ENCUMBRANCES EXCEPT AS NOTED BELOW:

Transferor's (SELLER'S) Printed Name

Transferor's (SELLER'S) Signature X

Transferee's (BUYER'S) Printed Name

Transferee's (BUYER'S) Signature X

1st DEALER'S ASSIGNMENT

DEALER (COMPLETE ALL SPACES IN FULL) DO NOT USE RED INK

I/WE WARRANT THAT SAID VEHICLE IS FREE OF ALL SECURITY INTERESTS, LIENS OR ENCUMBRANCES EXCEPT AS NOTED BELOW. We also warrant this Title and certify that the vehicle described herein has been transferred to the following:

Purchaser's Legal Name — Purchaser's Address — County of Residence

Dealer's Permanent ID Number or Dealer's Master Tag Number — **Unauthorized use may lead to prosecution** — Registered Dealer's Name

"I/we certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked."

ODOMETER READING — NO TENTHS

☐ 1. The odometer reading stated is in excess of its mechanical limits
☐ 2. The odometer reading is NOT the actual mileage. **WARNING: ODOMETER DISCREPANCY**

Date of Sale/Transfer / /

Transferor's (SELLER'S) Printed Name

Transferor's (SELLER'S) Signature X

Transferee's (BUYER'S) Printed Name

Transferee's (BUYER'S) Signature X

2nd DLR. ASSIGNMENT

Purchaser's Legal Name — Purchaser's Address — County of Residence

Dealer's Permanent ID Number or Dealer's Master Tag Number — **Unauthorized use may lead to prosecution** — Registered Dealer's Name

"I/we certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked."

ODOMETER READING — NO TENTHS

☐ 1. The odometer reading stated is in excess of its mechanical limits
☐ 2. The odometer reading is NOT the actual mileage. **WARNING: ODOMETER DISCREPANCY**

Date of Sale/Transfer / /

Transferor's (SELLER'S) Printed Name

Transferor's (SELLER'S) Signature X

Transferee's (BUYER'S) Printed Name

Transferee's (BUYER'S) Signature X

3rd DLR. ASSIGNMENT

Purchaser's Legal Name — Purchaser's Address — County of Residence

Dealer's Permanent ID Number or Dealer's Master Tag Number — **Unauthorized use may lead to prosecution** — Registered Dealer's Name

"I/we certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked."

ODOMETER READING — NO TENTHS

☐ 1. The odometer reading stated is in excess of its mechanical limits
☐ 2. The odometer reading is NOT the actual mileage. **WARNING: ODOMETER DISCREPANCY**

Date of Sale/Transfer / /

Transferor's (SELLER'S) Printed Name

Transferor's (SELLER'S) Signature X

Transferee's (BUYER'S) Printed Name

Transferee's (BUYER'S) Signature X

LIEN

LIEN OR SECURITY INTEREST HOLDER TO BE RECORDED ON NEW TITLE

The lien/security interest holder must be shown on the title application

LIEN/SECURITY INTEREST HOLDER'S Name

LIEN/SECURITY INTEREST HOLDER'S Address

ATTN: DEALERS AND DISTRIBUTORS. Retain a copy of front and back of this document. Retention period: 3 years.

NOTICE: ANY ALTERATION OR ERASURE VOIDS THIS TITLE

REMOVE YOUR TAG FROM THIS VEHICLE WHEN YOU ASSIGN TITLE TO THIS VEHICLE TO A NEW OWNER.

TAGS MUST BE TRANSFERRED OR PURCHASED WITHIN 30 DAYS OF THE PURCHASE DATE OR THE OWNER WILL BE SUBJECT TO FINES UP TO $100 BY LAW ENFORCEMENT FOR IMPROPER REGISTRATION.

D-124

Georgia Certificate of Title

DISCLAIMER: DO NOT ACCEPT THIS TITLE WITHOUT THE SECURITY THREAD LOCATED APPROXIMATELY TWO INCHES FROM LEFT EDGE.

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	TYPE OF BODY	MODEL	CYL	DATE ISSUED
1FVACWDU0FHGN4655	FREIGHTLINER	2015	AMBULANCE	OSAGE TYPE I	6	10/28/2015

DATE VEHICLE PUR	FUEL	NEW OR USED	ODOMETER*	PREVIOUS TITLE NBR / STATE OF ISSUE	NBR OF LIENS	COLOR	CURRENT TITLE NUMBER
08/18/2015	DIESEL	NEW	001742		0	UNK	778136152967010

OWNER

HALL COUNTY BOARD OF COMMISSIONERS
2875 BROWNS BRIDGE RD
GAINESVILLE GA 30504-5635

1ST LIEN OR SECURITY INTEREST

2ND LIEN OR SECURITY INTEREST

3RD LIEN OR SECURITY INTEREST

RELEASE OF LIEN OR SECURITY INTEREST

	DATE OF RELEASE	SECURITY INTEREST HOLDER	AUTHORIZED AGENT
1ST LIEN		BY	
2ND LIEN		BY	
3RD LIEN		BY	

* ODOMETER READING IS ACTUAL MILEAGE OF THE VEHICLE UNLESS OTHERWISE INDICATED BELOW.

MAIL TO:

T9

HALL COUNTY BOARD OF COMMISSIONERS
PO BOX 1435
GAINESVILLE GA 30503-1435

The Georgia Department of Revenue issued this title pursuant to the Motor Vehicle Certificate of Title Act and this title is subject to its provisions. The Department certifies that on application duly made, the person named herein is registered as the lawful owner of the vehicle described subject to any liens or security interests set forth and such liens or security interests as may subsequently be filed with the Commissioner.

038556838

Tyronda T. Riley

STATE REVENUE COMMISSIONER

4282929

T/O REV. 1/08

THIS TITLE MUST BE TRANSFERRED **IMMEDIATELY** INTO THE NEW OWNER'S NAME. CAUTION: $100 FINE OR 30 DAYS IMPRISONMENT FOR ACCEPTANCE OR DELIVERY OF EACH CERTIFICATE OF TITLE ASSIGNED IN BLANK. **TAG REGISTRATION MUST BE TRANSFERRED WITHIN 30 DAYS** OR OWNER WILL BE SUBJECT TO **FINE** OF UP TO **$100.** NEW VEHICLES MUST BE REGISTERED WITHIN 30 DAYS OF THE DATE OF PURCHASE. OWNER MUST COMPLETE ALL SPACES IN FULL. DO NOT USE RED INK. **NOTICE:** ANY ALTERATION VOIDS THIS TITLE.

DO NOT ACCEPT TITLE SHOWING ANY ALTERATIONS, ERASURES OR MUTILATIONS

NOTICE TO BUYER

ASSIGNMENT AND WARRANTY OF TITLE BY OWNER

TO BE COMPLETED BY SELLER and delivered with the vehicle to the purchaser. Effective July 1, 2008, an application for new Certificate of Title must be made by purchaser on title application form and filed within 30 days of date of purchase in order to avoid $10.00 penalty. If the vehicle described hereon is junked or dismantled, this Certificate of Title must be returned to the Motor Vehicle Division within 72 hours. FEDERAL and State Law requires that you state the odometer reading in connection with transfer of ownership. Failure to complete ODOMETER STATEMENT OR providing a FALSE STATEMENT may result in fines and/or imprisonment. The undersigned hereby sells, assigns or transfers the vehicle described on the face of this certificate to:

ALL BLOCKS MUST BE COMPLETED ACCURATELY. SUBMIT SIGNED & NOTARIZED AFFIDAVITS EXPLAINING ANY ERRORS.

PURCHASER'S LEGAL NAME

STREET OR R.F.D. NO.

CITY, STATE & ZIP CODE

COUNTY OF RESIDENCE

DATE OF SALE/TRANSFER / /

Any alteration or erasure of date of sale will result in a $10.00 Penalty Fee.

"I/we certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked."

193,909 ODOMETER READING — NO TENTHS

*CAUTION: READ CAREFULLY BEFORE YOU CHECK A BLOCK

☐ 1. The odometer reading stated is in excess of its mechanical limits
☐ 2. The odometer reading is NOT the actual mileage.

WARNING: ODOMETER DISCREPANCY

I/WE WARRANT THAT SAID VEHICLE IS FREE OF ALL SECURITY INTERESTS, LIENS OR ENCUMBRANCES EXCEPT AS NOTED BELOW:

Transferor's (SELLER'S) Printed Name

Transferor's (SELLER'S) Signature X

Transferee's (BUYER'S) Printed Name

Transferee's (BUYER'S) Signature X

1st DEALER'S ASSIGNMENT

DEALER (COMPLETE ALL SPACES IN FULL) DO NOT USE RED INK

I/WE WARRANT THAT SAID VEHICLE IS FREE OF ALL SECURITY INTERESTS, LIENS OR ENCUMBRANCES EXCEPT AS NOTED BELOW. We also warrant this Title and certify that the vehicle described herein has been transferred to the following:

Purchaser's Legal Name | Purchaser's Address | County of Residence

Dealer's Permanent ID Number or Dealer's Master Tag Number | **Unauthorized use may lead to prosecution** | Registered Dealer's Name

"I/we certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked."

ODOMETER READING — NO TENTHS

☐ 1. The odometer reading stated is in excess of its mechanical limits
☐ 2. The odometer reading is NOT the actual mileage.

WARNING: ODOMETER DISCREPANCY

Date of Sale/Transfer / /

Transferor's (SELLER'S) Printed Name

Transferor's (SELLER'S) Signature X

Transferee's (BUYER'S) Printed Name

Transferee's (BUYER'S) Signature X

2nd DLR. ASSIGNMENT

Purchaser's Legal Name | Purchaser's Address | County of Residence

Dealer's Permanent ID Number or Dealer's Master Tag Number | **Unauthorized use may lead to prosecution** | Registered Dealer's Name

"I/we certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked."

ODOMETER READING — NO TENTHS

☐ 1. The odometer reading stated is in excess of its mechanical limits
☐ 2. The odometer reading is NOT the actual mileage.

WARNING: ODOMETER DISCREPANCY

Date of Sale/Transfer / /

Transferor's (SELLER'S) Printed Name

Transferor's (SELLER'S) Signature X

Transferee's (BUYER'S) Printed Name

Transferee's (BUYER'S) Signature X

3rd DLR. ASSIGNMENT

Purchaser's Legal Name | Purchaser's Address | County of Residence

Dealer's Permanent ID Number or Dealer's Master Tag Number | **Unauthorized use may lead to prosecution** | Registered Dealer's Name

"I/we certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked."

ODOMETER READING — NO TENTHS

☐ 1. The odometer reading stated is in excess of its mechanical limits
☐ 2. The odometer reading is NOT the actual mileage.

WARNING: ODOMETER DISCREPANCY

Date of Sale/Transfer / /

Transferor's (SELLER'S) Printed Name

Transferor's (SELLER'S) Signature X

Transferee's (BUYER'S) Printed Name

Transferee's (BUYER'S) Signature X

LIEN

LIEN OR SECURITY INTEREST HOLDER TO BE RECORDED ON NEW TITLE

The lien/security interest holder must be shown on the title application

LIEN/SECURITY INTEREST HOLDER'S Name

LIEN/SECURITY INTEREST HOLDER'S Address

ATTN: DEALERS AND DISTRIBUTORS. Retain a copy of front and back of this document. Retention period: 3 Years.

NOTICE: ANY ALTERATION OR ERASURE VOIDS THIS TITLE

REMOVE YOUR TAG FROM THIS VEHICLE WHEN YOU ASSIGN TITLE TO THIS VEHICLE TO A NEW OWNER.

TAGS MUST BE TRANSFERRED OR PURCHASED WITHIN 30 DAYS OF THE PURCHASE DATE OR THE OWNER WILL BE SUBJECT TO FINES UP TO $100 BY LAW ENFORCEMENT FOR IMPROPER REGISTRATION.

D-124 9291

Georgia Certificate of Title

DISCLAIMER: DO NOT ACCEPT THIS TITLE WITHOUT THE SECURITY THREAD LOCATED APPROXIMATELY TWO INCHES FROM LEFT EDGE.

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	TYPE OF BODY	MODEL	CYL	DATE ISSUED
1FVACWDU9FHGN4654	FREIGHTLINER	2015	AMBULANCE	OSAGE TYPE 1	6	10/28/2015

DATE VEHICLE PUR	FUEL	NEW OR USED	ODOMETER*	PREVIOUS TITLE NBR / STATE OF ISSUE	NBR OF LIENS	COLOR	CURRENT TITLE NUMBER
08/18/2015	DIESEL	NEW	001310		0	UNK	778121152964010

OWNER

HALL COUNTY BOARD OF COMMISSIONERS
2875 BROWNS BRIDGE RD
GAINESVILLE GA 30504-5635

1ST LIEN OR SECURITY INTEREST

2ND LIEN OR SECURITY INTEREST

3RD LIEN OR SECURITY INTEREST

RELEASE OF LIEN OR SECURITY INTEREST

	DATE OF RELEASE	SECURITY INTEREST HOLDER	AUTHORIZED AGENT
1ST LIEN		BY	
2ND LIEN		BY	
3RD LIEN		BY	

* ODOMETER READING IS ACTUAL MILEAGE OF THE VEHICLE UNLESS OTHERWISE INDICATED BELOW.

MAIL TO:

T9

HALL COUNTY BOARD OF COMMISSIONERS
PO BOX 1435
GAINESVILLE GA 30503-1435

The Georgia Department of Revenue issued this title pursuant to the Motor Vehicle Certificate of Title Act and this title is subject to its provisions. The Department certifies that on application duly made, the person named herein is registered as the lawful owner of the vehicle described subject to any liens or security interests set forth and such liens or security interests as may subsequently be filed with the Commissioner.

038556842

Lynnette T. Riley

DOR

STATE REVENUE COMMISSIONER

428269 25

T/O REV. 1/08

THIS TITLE MUST BE TRANSFERRED **IMMEDIATELY** INTO THE NEW OWNER'S NAME. CAUTION: $100 FINE OR 30 DAYS IMPRISONMENT FOR ACCEPTANCE OR DELIVERY OF EACH CERTIFICATE OF TITLE ASSIGNED IN BLANK. **TAG REGISTRATION MUST BE TRANSFERRED WITHIN 30 DAYS** OR OWNER WILL BE SUBJECT TO **FINE** OF UP TO **$100.** NEW VEHICLES MUST BE REGISTERED WITHIN 30 DAYS OF THE DATE OF PURCHASE. OWNER MUST COMPLETE ALL SPACES IN FULL. DO NOT USE RED INK. **NOTICE:** ANY ALTERATION VOIDS THIS TITLE.

DO NOT ACCEPT TITLE SHOWING ANY ALTERATIONS, ERASURES OR MUTILATIONS

ASSIGNMENT AND WARRANTY OF TITLE BY OWNER

TO BE COMPLETED BY SELLER and delivered with the vehicle to the purchaser. Effective July 1, 2008, an application for new Certificate of Title must be made by purchaser on title application form and filed within 30 days of date of purchase in order to avoid $10.00 penalty. If the vehicle described hereon is junked or dismantled, this Certificate of Title must be returned to the Motor Vehicle Division within 72 hours. FEDERAL and State Law requires that you state the odometer reading in connection with transfer of ownership. Failure to complete ODOMETER STATEMENT OR providing a FALSE STATEMENT may result in fines and/or imprisonment. The undersigned hereby sells, assigns or transfers the vehicle described on the face of this certificate to:

ALL BLOCKS MUST BE COMPLETED ACCURATELY. SUBMIT SIGNED & NOTARIZED AFFIDAVITS EXPLAINING ANY ERRORS.

PURCHASER'S LEGAL NAME

STREET OR R.F.D. NO.

CITY, STATE & ZIP CODE | COUNTY OF RESIDENCE

DATE OF SALE/TRANSFER / /

Any alteration or erasure of date of sale will result in a $10.00 Penalty Fee.

NOTICE TO BUYER

"I/we certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked."

167,343 ODOMETER READING — NO TENTHS

***CAUTION:** READ CAREFULLY BEFORE YOU CHECK A BLOCK

☐ 1. The odometer reading stated is in excess of its mechanical limits
☐ 2. The odometer reading is NOT the actual mileage.

WARNING: ODOMETER DISCREPANCY

I/WE WARRANT THAT SAID VEHICLE IS FREE OF ALL SECURITY INTERESTS, LIENS OR ENCUMBRANCES EXCEPT AS NOTED BELOW:

Transferor's (SELLER'S) Printed Name
Transferor's (SELLER'S) Signature X

Transferee's (BUYER'S) Printed Name
Transferee's (BUYER'S) Signature X

1st DEALER'S ASSIGNMENT

DEALER (COMPLETE ALL SPACES IN FULL) DO NOT USE RED INK

I/WE WARRANT THAT SAID VEHICLE IS FREE OF ALL SECURITY INTERESTS, LIENS OR ENCUMBRANCES EXCEPT AS NOTED BELOW. We also warrant this Title and certify that the vehicle described herein has been transferred to the following:

Purchaser's Legal Name | Purchaser's Address | County of Residence

Dealer's Permanent ID Number or Dealer's Master Tag Number | **Unauthorized use may lead to prosecution** | Registered Dealer's Name

"I/we certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked."

ODOMETER READING — NO TENTHS

☐ 1. The odometer reading stated is in excess of its mechanical limits
☐ 2. The odometer reading is NOT the actual mileage.

WARNING: ODOMETER DISCREPANCY

Date of Sale/Transfer / /

Transferor's (SELLER'S) Printed Name
Transferor's (SELLER'S) Signature X

Transferee's (BUYER'S) Printed Name
Transferee's (BUYER'S) Signature X

2nd DLR. ASSIGNMENT

Purchaser's Legal Name | Purchaser's Address | County of Residence

Dealer's Permanent ID Number or Dealer's Master Tag Number | **Unauthorized use may lead to prosecution** | Registered Dealer's Name

"I/we certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked."

ODOMETER READING — NO TENTHS

☐ 1. The odometer reading stated is in excess of its mechanical limits
☐ 2. The odometer reading is NOT the actual mileage.

WARNING: ODOMETER DISCREPANCY

Date of Sale/Transfer / /

Transferor's (SELLER'S) Printed Name
Transferor's (SELLER'S) Signature X

Transferee's (BUYER'S) Printed Name
Transferee's (BUYER'S) Signature X

3rd DLR. ASSIGNMENT

Purchaser's Legal Name | Purchaser's Address | County of Residence

Dealer's Permanent ID Number or Dealer's Master Tag Number | **Unauthorized use may lead to prosecution** | Registered Dealer's Name

"I/we certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked."

ODOMETER READING — NO TENTHS

☐ 1. The odometer reading stated is in excess of its mechanical limits
☐ 2. The odometer reading is NOT the actual mileage.

WARNING: ODOMETER DISCREPANCY

Date of Sale/Transfer / /

Transferor's (SELLER'S) Printed Name
Transferor's (SELLER'S) Signature X

Transferee's (BUYER'S) Printed Name
Transferee's (BUYER'S) Signature X

LIEN

LIEN OR SECURITY INTEREST HOLDER TO BE RECORDED ON NEW TITLE

The lien/security interest holder must be shown on the title application

LIEN/SECURITY INTEREST HOLDER'S Name

LIEN/SECURITY INTEREST HOLDER'S Address

ATTN: DEALERS AND DISTRIBUTORS. Retain a copy of front and back of this document. Retention period: 3 Years.

NOTICE: ANY ALTERATION OR ERASURE VOIDS THIS TITLE

REMOVE YOUR TAG FROM THIS VEHICLE WHEN YOU ASSIGN TITLE TO THIS VEHICLE TO A NEW OWNER.

TAGS MUST BE TRANSFERRED OR PURCHASED WITHIN 30 DAYS OF THE PURCHASE DATE OR THE OWNER WILL BE SUBJECT TO FINES UP TO $100 BY LAW ENFORCEMENT FOR IMPROPER REGISTRATION.

#800 1131 11380

Georgia Certificate of Title

DISCLAIMER: DO NOT ACCEPT THIS TITLE WITHOUT THE SECURITY THREAD LOCATED APPROXIMATELY TWO INCHES FROM LEFT EDGE.

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	TYPE OF BODY	MODEL	CYL	DATE ISSUED
1FVACYDC65HU61697	FREIGHTLINER	2005	TRUCK	M2 106 MEDIUM	6	05/03/2005

DATE VEHICLE PUR.	FUEL	NEW OR USED	ODOMETER*	PREVIOUS TITLE NBR/STATE OF ISSUE	NBR OF LIENS	COLOR	CURRENT TITLE NUMBER
03/10/2005	DIESEL	NEW	000850		0	UNK	772621051180010

OWNER

HALL COUNTY BOARD OF COMMISSIONERS
PO BOX 1435
GAINESVILLE GA 30503-1435

1ST LIEN OR SECURITY INTEREST

2ND LIEN OR SECURITY INTEREST

3RD LIEN OR SECURITY INTEREST

RELEASE OF LIEN OR SECURITY INTEREST

	DATE OF RELEASE	SECURITY INTEREST HOLDER	AUTHORIZED AGENT
1ST LIEN			BY
2ND LIEN			BY
3RD LIEN			BY

* ODOMETER READING IS ACTUAL MILEAGE OF THE VEHICLE UNLESS OTHERWISE INDICATED BELOW.

MAIL TO

HALL COUNTY BOARD OF COMMISSIONERS
PO BOX 1435
GAINESVILLE GA 30503-1435

The Ga Dept of Motor Vehicle Safety hereby certifies that on Application duly made the person named herein is registered by this Department as the lawful owner of the vehicle described subject to the liens or security interests herein set forth and such liens or security interests as may subsequently be filed with the Commissioner. This Certificate of Title is issued pursuant to the Motor Vehicle Certificate of Title Act and is subject to the provisions thereof.

013629834

DMVS COMMISSIONER

15884138

T/O REV. 6/04

THIS TITLE MUST BE TRANSFERRED **IMMEDIATELY** INTO THE NEW OWNER'S NAME. CAUTION: $100 FINE OR 30 DAYS IMPRISONMENT FOR ACCEPTANCE OR DELIVERY OF EACH CERTIFICATE OF TITLE ASSIGNED IN BLANK. **TAG REGISTRATION MUST BE TRANSFERRED WITHIN 30 DAYS** OR OWNER WILL BE SUBJECT TO **FINE** OF UP TO **$100.** NEW VEHICLES MUST BE REGISTERED WITHIN 30 DAYS OF THE DATE OF PURCHASE. OWNER MUST COMPLETE ALL SPACES IN FULL. DO NOT USE RED INK. **NOTICE:** ANY ALTERATION VOIDS THIS TITLE.

DO NOT ACCEPT TITLE SHOWING ANY ALTERATIONS, ERASURES OR MUTILATIONS

NOTICE TO BUYER

ASSIGNMENT AND WARRANTY OF TITLE BY OWNER

TO BE COMPLETED BY SELLER and delivered with the vehicle to the purchaser. Application for new Certificate of Title must be made by purchaser on title application form and filed within 90 days of date of purchase in order to avoid $10.00 penalty. If the vehicle described hereon is junked or dismantled, this Certificate of Title must be returned to Motor Vehicle Services within 72 hours. FEDERAL and State Law requires that you state the odometer reading in connection with transfer of ownership. Failure to complete ODOMETER STATEMENT OR providing a FALSE STATEMENT may result in fines and/or imprisonment. The undersigned hereby sells, assigns or transfers the vehicle described on the face of this certificate to:

ALL BLOCKS MUST BE COMPLETED ACCURATELY. SUBMIT SIGNED & NOTARIZED AFFIDAVITS EXPLAINING ANY ERRORS.

PURCHASER'S LEGAL NAME

STREET OR R.F.D. NO.

CITY, STATE & ZIP CODE

COUNTY OF RESIDENCE

DATE OF SALE/TRANSFER / /

Any alteration or erasure of date of sale will result in a $10.00 Penalty Fee.

"I/we certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked."

161,623 ODOMETER READING | NO TENTHS

*CAUTION: READ CAREFULLY BEFORE YOU CHECK A BLOCK

☐ 1. The odometer reading stated is in excess of its mechanical limits
☐ 2. The odometer reading is NOT the actual mileage. **WARNING: ODOMETER DISCREPANCY**

I/WE WARRANT THAT SAID VEHICLE IS FREE OF ALL SECURITY INTERESTS, LIENS OR ENCUMBRANCES EXCEPT AS NOTED BELOW:

Transferor's (SELLER'S) Printed Name

Transferor's (SELLER'S) Signature X

Transferee's (BUYER'S) Printed Name

Transferee's (BUYER'S) Signature X

1st DEALER'S ASSIGNMENT

DEALER (COMPLETE ALL SPACES IN FULL) DO NOT USE RED INK

I/WE WARRANT THAT SAID VEHICLE IS FREE OF ALL SECURITY INTERESTS, LIENS OR ENCUMBRANCES EXCEPT AS NOTED BELOW.
We also warrant this Title and certify that the vehicle described herein has been transferred to the following:

Purchaser's Legal Name | Purchaser's Address | County of Residence

Dealer's Permanent ID Number or Dealer's Master Tag Number | **Unauthorized use may lead to prosecution** | Registered Dealer's Name

"I/we certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked."

ODOMETER READING | NO TENTHS

☐ 1. The odometer reading stated is in excess of its mechanical limits
☐ 2. The odometer reading is NOT the actual mileage. **WARNING: ODOMETER DISCREPANCY**

Date of Sale/Transfer / /

Transferor's (SELLER'S) Printed Name

Transferor's (SELLER'S) Signature X

Transferee's (BUYER'S) Printed Name

Transferee's (BUYER'S) Signature X

2nd DLR. ASSIGNMENT

Purchaser's Legal Name | Purchaser's Address | County of Residence

Dealer's Permanent ID Number or Dealer's Master Tag Number | **Unauthorized use may lead to prosecution** | Registered Dealer's Name

"I/we certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked."

ODOMETER READING | NO TENTHS

☐ 1. The odometer reading stated is in excess of its mechanical limits
☐ 2. The odometer reading is NOT the actual mileage. **WARNING: ODOMETER DISCREPANCY**

Date of Sale/Transfer / /

Transferor's (SELLER'S) Printed Name

Transferor's (SELLER'S) Signature X

Transferee's (BUYER'S) Printed Name

Transferee's (BUYER'S) Signature X

3rd DLR. ASSIGNMENT

Purchaser's Legal Name | Purchaser's Address | County of Residence

Dealer's Permanent ID Number or Dealer's Master Tag Number | **Unauthorized use may lead to prosecution** | Registered Dealer's Name

"I/we certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked."

ODOMETER READING | NO TENTHS

☐ 1. The odometer reading stated is in excess of its mechanical limits
☐ 2. The odometer reading is NOT the actual mileage. **WARNING: ODOMETER DISCREPANCY**

Date of Sale/Transfer / /

Transferor's (SELLER'S) Printed Name

Transferor's (SELLER'S) Signature X

Transferee's (BUYER'S) Printed Name

Transferee's (BUYER'S) Signature X

LIEN

LIEN OR SECURITY INTEREST HOLDER TO BE RECORDED ON NEW TITLE

The lien/security interest holder must be shown on the title application

LIEN/SECURITY INTEREST HOLDER'S Name

LIEN/SECURITY INTEREST HOLDER'S Address

ATTN: DEALERS AND DISTRIBUTORS. Retain a copy of front and back of this document. Retention period: 3 years.

NOTICE: ANY ALTERATION OR ERASURE VOIDS THIS TITLE

REMOVE YOUR TAG FROM THIS VEHICLE WHEN YOU ASSIGN TITLE TO THIS VEHICLE TO A NEW OWNER.

TAGS MUST BE TRANSFERRED OR PURCHASED WITHIN 30 DAYS OF THE PURCHASE DATE OR THE OWNER WILL BE SUBJECT TO FINES UP TO $100 BY LAW ENFORCEMENT FOR IMPROPER REGISTRATION.

#801 D-131 113719

Georgia Certificate of Title

DISCLAIMER: DO NOT ACCEPT THIS TITLE WITHOUT THE SECURITY THREAD LOCATED APPROXIMATELY TWO INCHES FROM LEFT EDGE.

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	TYPE OF BODY	MODEL	CYL	DATE ISSUED
1FVACYDC45HU61696	FREIGHTLINER	2005	TRUCK	M2 106 MEDIUM	6	05/03/2005

DATE VEHICLE PUR.	FUEL	NEW OR USED	ODOMETER*	PREVIOUS TITLE NBR/STATE OF ISSUE	NBR OF LIENS	COLOR	CURRENT TITLE NUMBER
03/10/2005	DIESEL	NEW	000854		0	UNK	772622051189010

OWNER

HALL COUNTY BOARD OF COMMISSIONERS
PO BOX 1435
GAINESVILLE GA 30503-1435

1ST LIEN OR SECURITY INTEREST

2ND LIEN OR SECURITY INTEREST

3RD LIEN OR SECURITY INTEREST

RELEASE OF LIEN OR SECURITY INTEREST

	DATE OF RELEASE	SECURITY INTEREST HOLDER	AUTHORIZED AGENT
1ST LIEN			BY
2ND LIEN			BY
3RD LIEN			BY

* ODOMETER READING IS ACTUAL MILEAGE OF THE VEHICLE UNLESS OTHERWISE INDICATED BELOW.

MAIL TO

HALL COUNTY BOARD OF COMMISSIONERS
PO BOX 1435
GAINESVILLE GA 30503-1435

The Ga Dept of Motor Vehicle Safety hereby certifies that on Application duly made the person named herein is registered by this Department as the lawful owner of the vehicle described subject to the liens or security interests herein set forth and such liens or security interests as may subsequently be filed with the Commissioner. This Certificate of Title is issued pursuant to the Motor Vehicle Certificate of Title Act and is subject to the provisions thereof.

013629835

DMVS

DMVS COMMISSIONER

15884139

T/O REV. 6/04

THIS TITLE MUST BE TRANSFERRED **IMMEDIATELY** INTO THE NEW OWNER'S NAME. CAUTION: $100 FINE OR 30 DAYS IMPRISONMENT FOR ACCEPTANCE OR DELIVERY OF EACH CERTIFICATE OF TITLE ASSIGNED IN BLANK. **TAG REGISTRATION MUST BE TRANSFERRED WITHIN 30 DAYS** OR OWNER WILL BE SUBJECT TO **FINE** OF UP TO **$100.** NEW VEHICLES MUST BE REGISTERED WITHIN 30 DAYS OF THE DATE OF PURCHASE. OWNER MUST COMPLETE ALL SPACES IN FULL. DO NOT USE RED INK. **NOTICE:** ANY ALTERATION VOIDS THIS TITLE.

DO NOT ACCEPT TITLE SHOWING ANY ALTERATIONS, ERASURES OR MUTILATIONS

NOTICE TO BUYER

ASSIGNMENT AND WARRANTY OF TITLE BY OWNER

TO BE COMPLETED BY SELLER and delivered with the vehicle to the purchaser. Application for new Certificate of Title must be made by purchaser on title application form and filed within 90 days of date of purchase in order to avoid $10.00 penalty. If the vehicle described hereon is junked or dismantled, this Certificate of Title must be returned to Motor Vehicle Services within 72 hours. FEDERAL and State Law requires that you state the odometer reading in connection with transfer of ownership. Failure to complete ODOMETER STATEMENT OR providing a FALSE STATEMENT may result in fines and/or imprisonment. The undersigned hereby sells, assigns or transfers the vehicle described on the face of this certificate to:

ALL BLOCKS MUST BE COMPLETED ACCURATELY. SUBMIT SIGNED & NOTARIZED AFFIDAVITS EXPLAINING ANY ERRORS.

PURCHASER'S LEGAL NAME

STREET OR R.F.D. NO.

CITY, STATE & ZIP CODE

COUNTY OF RESIDENCE

DATE OF SALE/TRANSFER / /

Any alteration or erasure of date of sale will result in a $10.00 Penalty Fee.

"I/we certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked."

202,439 ODOMETER READING — NO TENTHS

*CAUTION: READ CAREFULLY BEFORE YOU CHECK A BLOCK

☐ 1. The odometer reading stated is in excess of its mechanical limits
☐ 2. The odometer reading is NOT the actual mileage. **WARNING: ODOMETER DISCREPANCY**

I/WE WARRANT THAT SAID VEHICLE IS FREE OF ALL SECURITY INTERESTS, LIENS OR ENCUMBRANCES EXCEPT AS NOTED BELOW:

Transferor's (SELLER'S) Printed Name

Transferor's (SELLER'S) Signature X

Transferee's (BUYER'S) Printed Name

Transferee's (BUYER'S) Signature X

1st DEALER'S ASSIGNMENT

DEALER (COMPLETE ALL SPACES IN FULL) DO NOT USE RED INK

I/WE WARRANT THAT SAID VEHICLE IS FREE OF ALL SECURITY INTERESTS, LIENS OR ENCUMBRANCES EXCEPT AS NOTED BELOW. We also warrant this Title and certify that the vehicle described herein has been transferred to the following:

Purchaser's Legal Name | Purchaser's Address | County of Residence

Dealer's Permanent ID Number or Dealer's Master Tag Number | **Unauthorized use may lead to prosecution** | Registered Dealer's Name

"I/we certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked."

ODOMETER READING — NO TENTHS

☐ 1. The odometer reading stated is in excess of its mechanical limits
☐ 2. The odometer reading is NOT the actual mileage. **WARNING: ODOMETER DISCREPANCY**

Date of Sale/Transfer / /

Transferor's (SELLER'S) Printed Name

Transferor's (SELLER'S) Signature X

Transferee's (BUYER'S) Printed Name

Transferee's (BUYER'S) Signature X

2nd DLR. ASSIGNMENT

Purchaser's Legal Name | Purchaser's Address | County of Residence

Dealer's Permanent ID Number or Dealer's Master Tag Number | **Unauthorized use may lead to prosecution** | Registered Dealer's Name

"I/we certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked."

ODOMETER READING — NO TENTHS

☐ 1. The odometer reading stated is in excess of its mechanical limits
☐ 2. The odometer reading is NOT the actual mileage. **WARNING: ODOMETER DISCREPANCY**

Date of Sale/Transfer / /

Transferor's (SELLER'S) Printed Name

Transferor's (SELLER'S) Signature X

Transferee's (BUYER'S) Printed Name

Transferee's (BUYER'S) Signature X

3rd DLR. ASSIGNMENT

Purchaser's Legal Name | Purchaser's Address | County of Residence

Dealer's Permanent ID Number or Dealer's Master Tag Number | **Unauthorized use may lead to prosecution** | Registered Dealer's Name

"I/we certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked."

ODOMETER READING — NO TENTHS

☐ 1. The odometer reading stated is in excess of its mechanical limits
☐ 2. The odometer reading is NOT the actual mileage. **WARNING: ODOMETER DISCREPANCY**

Date of Sale/Transfer / /

Transferor's (SELLER'S) Printed Name

Transferor's (SELLER'S) Signature X

Transferee's (BUYER'S) Printed Name

Transferee's (BUYER'S) Signature X

LIEN

LIEN OR SECURITY INTEREST HOLDER TO BE RECORDED ON NEW TITLE

The lien/security interest holder must be shown on the title application

LIEN/SECURITY INTEREST HOLDER'S Name

LIEN/SECURITY INTEREST HOLDER'S Address

ATTN: DEALERS AND DISTRIBUTORS. Retain a copy of front and back of this document. Retention period: 3 years.

NOTICE: ANY ALTERATION OR ERASURE VOIDS THIS TITLE

REMOVE YOUR TAG FROM THIS VEHICLE WHEN YOU ASSIGN TITLE TO THIS VEHICLE TO A NEW OWNER.

TAGS MUST BE TRANSFERRED OR PURCHASED WITHIN 30 DAYS OF THE PURCHASE DATE OR THE OWNER WILL BE SUBJECT TO FINES UP TO $100 BY LAW ENFORCEMENT FOR IMPROPER REGISTRATION.

HALL COUNTY
GEORGIA
*We have it **all** in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270

DIRECTOR
Taylor Samples, CPA

Hall County Government
FINANCIAL SERVICES

VEHICLE BILL OF SALE

Hall County, Georgia, Board of Commissioners (herein "Seller"), located at 2875 Browns Bridge Rd, Gainesville, GA 30504, agrees to sell, transfer, and convey all rights, title, and interest in the below described vehicle (herein "Vehicle") to _____ (herein "Buyer"), located at _____ for and in consideration of the total sum of $_____, the receipt of which is hereby acknowledged.

Vehicle Information

Year, Make, Model: 2004 Mack 700 CV713 Granite

Color: Green

VIN: 1M2AG11C54M013481

Odometer Reading: 345,750

The Seller certifies to the Buyer that the Seller is the legal and rightful owner of the Vehicle and has full right and authority to convey the same. The Seller further certifies that there are no liens, security interests, or encumbrances on this vehicle.

The undersigned Buyer accepts receipt of the Vehicle described herein and understands and acknowledges that the Vehicle is sold in used condition – as-is, where-is – without any guarantees or warranties of any kind, either expressed or implied.

_____ _____
Seller Signature Date

David Gibbs, Chairman, Hall County Board of Commissioners
Seller Printed Name

_____ _____
Buyer Signature Date

_____
Buyer Printed Name

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270

DIRECTOR
Taylor Samples, CPA

Hall County Government
FINANCIAL SERVICES

VEHICLE BILL OF SALE

Hall County, Georgia, Board of Commissioners (herein "Seller"), located at 2875 Browns Bridge Rd, Gainesville, GA 30504, agrees to sell, transfer, and convey all rights, title, and interest in the below described vehicle (herein "Vehicle") to _____ (herein "Buyer"), located at _____ for and in consideration of the total sum of $_____, the receipt of which is hereby acknowledged.

Vehicle Information

Year, Make, Model: 2007 Mack 700 CTP713

Color: Green

VIN: 1M2AT04C87M003274

Odometer Reading: 273,450

The Seller certifies to the Buyer that the Seller is the legal and rightful owner of the Vehicle and has full right and authority to convey the same. The Seller further certifies that there are no liens, security interests, or encumbrances on this vehicle.

The undersigned Buyer accepts receipt of the Vehicle described herein and understands and acknowledges that the Vehicle is sold in used condition – as-is, where-is – without any guarantees or warranties of any kind, either expressed or implied.

_____ _____
Seller Signature Date

David Gibbs, Chairman, Hall County Board of Commissioners
Seller Printed Name

_____ _____
Buyer Signature Date

_____
Buyer Printed Name

HALL COUNTY
GEORGIA
We have it **all** in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270

DIRECTOR
Taylor Samples, CPA

Hall County Government

FINANCIAL SERVICES

VEHICLE BILL OF SALE

Hall County, Georgia, Board of Commissioners (herein "Seller"), located at 2875 Browns Bridge Rd, Gainesville, GA 30504, agrees to sell, transfer, and convey all rights, title, and interest in the below described vehicle (herein "Vehicle") to _____ (herein "Buyer"), located at _____ for and in consideration of the total sum of $_____, the receipt of which is hereby acknowledged.

Vehicle Information

Year, Make, Model: 2015 Freightliner Osage Type I Ambulance

Color: Red/Black

VIN: 1FVACWDU0FHGN4655

Odometer Reading: 193,909

The Seller certifies to the Buyer that the Seller is the legal and rightful owner of the Vehicle and has full right and authority to convey the same. The Seller further certifies that there are no liens, security interests, or encumbrances on this vehicle.

The undersigned Buyer accepts receipt of the Vehicle described herein and understands and acknowledges that the Vehicle is sold in used condition – as-is, where-is – without any guarantees or warranties of any kind, either expressed or implied.

_____ _____
Seller Signature Date

David Gibbs, Chairman, Hall County Board of Commissioners
Seller Printed Name

_____ _____
Buyer Signature Date

_____
Buyer Printed Name

HALL COUNTY
GEORGIA
We have it **all** in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270

DIRECTOR
Taylor Samples, CPA

Hall County Government

FINANCIAL SERVICES

VEHICLE BILL OF SALE

Hall County, Georgia, Board of Commissioners (herein "Seller"), located at 2875 Browns Bridge Rd, Gainesville, GA 30504, agrees to sell, transfer, and convey all rights, title, and interest in the below described vehicle (herein "Vehicle") to _____ (herein "Buyer"), located at _____ for and in consideration of the total sum of $_____, the receipt of which is hereby acknowledged.

Vehicle Information

Year, Make, Model: 2015 Freightliner Osage Type I Ambulance

Color: Red/Black

VIN: 1FVACWDU9FHGN4654

Odometer Reading: 167,343

The Seller certifies to the Buyer that the Seller is the legal and rightful owner of the Vehicle and has full right and authority to convey the same. The Seller further certifies that there are no liens, security interests, or encumbrances on this vehicle.

The undersigned Buyer accepts receipt of the Vehicle described herein and understands and acknowledges that the Vehicle is sold in used condition – as-is, where-is – without any guarantees or warranties of any kind, either expressed or implied.

_____ _____
Seller Signature Date

David Gibbs, Chairman, Hall County Board of Commissioners
Seller Printed Name

_____ _____
Buyer Signature Date

_____
Buyer Printed Name

HALL COUNTY
GEORGIA
*We have it **all** in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270

DIRECTOR
Taylor Samples, CPA

Hall County Government
FINANCIAL SERVICES

VEHICLE BILL OF SALE

Hall County, Georgia, Board of Commissioners (herein "Seller"), located at 2875 Browns Bridge Rd, Gainesville, GA 30504, agrees to sell, transfer, and convey all rights, title, and interest in the below described vehicle (herein "Vehicle") to _____ (herein "Buyer"), located at _____ for and in consideration of the total sum of $_____, the receipt of which is hereby acknowledged.

Vehicle Information

Year, Make, Model: 2005 Freightliner Asphalt Pothole Patcher

Color: Green/Black

VIN: 1FVACYDC65HU61697

Odometer Reading: 161,623

The Seller certifies to the Buyer that the Seller is the legal and rightful owner of the Vehicle and has full right and authority to convey the same. The Seller further certifies that there are no liens, security interests, or encumbrances on this vehicle.

The undersigned Buyer accepts receipt of the Vehicle described herein and understands and acknowledges that the Vehicle is sold in used condition – as-is, where-is – without any guarantees or warranties of any kind, either expressed or implied.

_____ _____
Seller Signature Date

David Gibbs, Chairman, Hall County Board of Commissioners
Seller Printed Name

_____ _____
Buyer Signature Date

_____
Buyer Printed Name

HALL COUNTY
GEORGIA
*We have it **all** in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270

DIRECTOR
Taylor Samples, CPA

Hall County Government
FINANCIAL SERVICES

VEHICLE BILL OF SALE

Hall County, Georgia, Board of Commissioners (herein "Seller"), located at 2875 Browns Bridge Rd, Gainesville, GA 30504, agrees to sell, transfer, and convey all rights, title, and interest in the below described vehicle (herein "Vehicle") to _____ (herein "Buyer"), located at _____ for and in consideration of the total sum of $_____, the receipt of which is hereby acknowledged.

Vehicle Information

Year, Make, Model: 2005 Freightliner Asphalt Pothole Patcher

Color: Green/Black

VIN: 1FVACYDC45HD61696

Odometer Reading: 202,429

The Seller certifies to the Buyer that the Seller is the legal and rightful owner of the Vehicle and has full right and authority to convey the same. The Seller further certifies that there are no liens, security interests, or encumbrances on this vehicle.

The undersigned Buyer accepts receipt of the Vehicle described herein and understands and acknowledges that the Vehicle is sold in used condition – as-is, where-is – without any guarantees or warranties of any kind, either expressed or implied.

_____ _____
Seller Signature Date

David Gibbs, Chairman, Hall County Board of Commissioners
Seller Printed Name

_____ _____
Buyer Signature Date

_____
Buyer Printed Name

HALL COUNTY
GEORGIA
*We have it **all** in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270

DIRECTOR
Taylor Samples, CPA

Hall County Government
FINANCIAL SERVICES

VEHICLE BILL OF SALE

Hall County, Georgia, Board of Commissioners (herein "Seller"), located at 2875 Browns Bridge Rd, Gainesville, GA 30504, agrees to sell, transfer, and convey all rights, title, and interest in the below described vehicle (herein "Vehicle") to _____ (herein "Buyer"), located at _____ for and in consideration of the total sum of $_____, the receipt of which is hereby acknowledged.

Vehicle Information

Year, Make, Model: Ferguson Roller

Color: Yellow

Model #/Serial #: 46A/4218

Hours: N/A

The Seller certifies to the Buyer that the Seller is the legal and rightful owner of the Vehicle and has full right and authority to convey the same. The Seller further certifies that there are no liens, security interests, or encumbrances on this vehicle.

The undersigned Buyer accepts receipt of the Vehicle described herein and understands and acknowledges that the Vehicle is sold in used condition – as-is, where-is – without any guarantees or warranties of any kind, either expressed or implied.

_____ _____
Seller Signature Date

David Gibbs, Chairman, Hall County Board of Commissioners
Seller Printed Name

_____ _____
Buyer Signature Date

_____
Buyer Printed Name

HALL COUNTY
GEORGIA
*We have it **all** in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270

DIRECTOR
Taylor Samples, CPA

Hall County Government
FINANCIAL SERVICES

VEHICLE BILL OF SALE

Hall County, Georgia, Board of Commissioners (herein "Seller"), located at 2875 Browns Bridge Rd, Gainesville, GA 30504, agrees to sell, transfer, and convey all rights, title, and interest in the below described vehicle (herein "Vehicle") to _____ (herein "Buyer"), located at _____ for and in consideration of the total sum of $_____, the receipt of which is hereby acknowledged.

Vehicle Information

Year, Make, Model: Waldon Sweep Master 250

Color: Yellow

Model #/Serial #: Sweep Master 250/SM25025432

Hours: N/A

The Seller certifies to the Buyer that the Seller is the legal and rightful owner of the Vehicle and has full right and authority to convey the same. The Seller further certifies that there are no liens, security interests, or encumbrances on this vehicle.

The undersigned Buyer accepts receipt of the Vehicle described herein and understands and acknowledges that the Vehicle is sold in used condition – as-is, where-is – without any guarantees or warranties of any kind, either expressed or implied.

_____ _____
Seller Signature Date

David Gibbs, Chairman, Hall County Board of Commissioners
Seller Printed Name

_____ _____
Buyer Signature Date

_____
Buyer Printed Name

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (06/09/25)**

REPORT TO: **Voting Meeting (06/12/25)**

ITEM NO: 303/2025

SUBJECT: Approve the All Hazard-All Emergency Mutual Aid Assistance Memorandum of Agreement with the U.S. Army Garrison of Fort Benning, GA and State of Georgia Counties (Dawson, Fannin, Gilmer, Hall, Lumpkin, Union, and White).

Meetings:

Work Session Date: 06/09/25 **Voting Meeting Date:** 06/12/25

Executive Summary:

Presenter: JS

Recommendation:
Approve the mutual aid agreement for all hazard response with Fort Benning United States Army.

Purpose of Request:
Approve mutual aid agreement with Fort Benning United States Army for all hazard response assistance.

History:
This is an updated agreement, originally August 2020.

Facts and Issues:
This agreement includes Fire Rescue, EMA, and Sheriff's Office.

Options:

Funding Requested	$ 0.00
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:

submit	approve	Budget	Finance
JS	JS	JM	TS

Attorney	Administration	Clerk
WLI	CR	JR

Attachments:

Agreement

DEPARTMENT OF THE ARMY
US ARMY INSTALLATION MANAGEMENT COMMAND
INSTALLATION DIRECTORATE-TRAINING
HEADQUARTERS, UNITED STATES ARMY GARRISON
1 KARKER STREET, BUILDING 4, SUITE 5900
FORT BENNING, GEORGIA 31905-4500

MEMORANDUM OF AGREEMENT BETWEEN U.S. ARMY GARRISON, FORT BENNING, GA AND STATE OF GEORGIA COUNTIES (DAWSON, FANNIN, GILMER, HALL, LUMPKIN, UNION, WHITE) IM-W909H3-25-00X-MOA

SUBJECT: All Hazard – All Emergency Mutual Aid Assistance Memorandum of Agreement

This All Hazard-All Emergency Mutual Aid Assistance Memorandum of Agreement ("Agreement") is entered into by, between, and among the political subdivisions located wholly or partially within the State of Georgia and United States Army Garrison-Fort Benning that by their signatures on duplicate original copies of this Agreement have consented to the terms of this Agreement (collectively, "the Parties.")

1. References. See Annex E and Addendum

2. Purpose. This Agreement creates a systematic approach to expedite local and regional mutual aid assistance, share information, and rapidly share and sustain emergency aid and resources between the U.S. Army Fort Benning, local governmental bodies, and regional emergency responders when organic resources and capabilities are exceeded by emergent situations, or when non-exigent circumstances have developed requiring pre-coordinated assistance.

3. Definitions.

a. Agreement – This All Hazard – All Emergency Mutual Aid Assistance Memorandum of Agreement, duly executed.

b. Assisting Party – The Party furnishing equipment, supplies, facilities, services and/or manpower to the Requesting Party.

c. Immediate Approval – Requests for support that require immediate approval when imminent loss of life, limb or eyesight is likely without additional assistance.

d. Pre-coordinated Approval – Requests for non-exigent support that are accomplished through deliberate staffing and higher-level authority approval.

e. Emergency – Any occasion or instance in which assistance is needed to reduce or eliminate an immediate threat to life, protect public health and safety, and to protect improved property that is significantly threatened due to disasters or emergencies.

4. Scope. The intent is to share professional personnel, specialized equipment, facilities, services, and any other resources required for support during an emergency or disaster. It is understood that the Agency requesting mutual aid will have exhausted the use of internal resources before requesting mutual aid from an external participating jurisdiction/agency. Specifically, a mutual aid request can be under exigent conditions to save lives, prevent human suffering, or to mitigate excessive property damage, or it can stem from a non-exigent situation requiring pre-coordinated support. The Incident Commander's (IC) primary means to formally request mutual aid assistance is through the applicable E-911 center. Understandably, agency heads may additionally communicate these requests informally among themselves. Request(s) for assistance will ultimately be approved by the appropriate jurisdiction/agency head. At Fort Benning, GA, the Garrison Commander serves as the approval authority for use of Fort Benning resources.

5. Understanding. The first responsibility of the parties to this Agreement is to the residents of their respective jurisdictions and to their respective agencies. There are two broad categories of support requests: **Immediate Approval** (when without assistance there is imminent loss of life, limb, or eyesight) and **Pre-Coordinated Approval** (accomplished through deliberate staffing and higher-level authority approval). Examples of Pre-Coordinated Approval may be event support or equipment loans using a lease arrangement.

6. Agreement. Parties to this Agreement will provide emergency first responder support and services to the maximum extent possible within the law.

a. Applicability. This Agreement applies to Fort Benning, GA, and the signatories on this Agreement. Overall command and control will occur through the Incident Command System (ICS). Responding agencies will report to the Incident Command Post, position their vehicles and equipment in a staging area, and the element leader will report to the IC on site. The element leaders will provide the IC with basic information about their capabilities and receive a briefing about the jurisdiction areas, tasks, and other relevant information concerning the incident and mission.

b. Standardization. National Incident Management System (NIMS). This Agreement requires participating jurisdictions, at their own cost, to adopt and fully implement a standardized NIMS as directed by Homeland Security Presidential Directive-5.

1) Participating agencies will implement the NIMS during all emergency responses.

2) Participating agencies will use plain language to ensure good communications among all participating agencies.

3) This Agreement shall also encourage cooperation between participating agencies in the development of standardized incident action plans for any hazardous, high occupancy, or industrial type sites or facilities. This Agreement encourages participating jurisdictions to conduct emergency or disaster-related exercises, testing, or

other training activities outside declared emergency periods to maximize response efficiencies and interoperability between participating agencies.

4) All participating agencies are invited and encouraged, on a reciprocal basis, to frequently visit each other's activities for guided familiarization tours consistent with local security requirements and, as feasible, to jointly conduct pre-planning and drills. In addition, participating agencies are invited and encouraged to:

- Conduct joint training, planning, and intelligence sharing and threat assessment development.

- Identify and inventory the current services, equipment, supplies, personnel, and other resources related to planning, prevention, mitigation, and response and recovery activities of the participating agency.

- Provide updated names, e-mail addresses and phone numbers as needed to implement an efficient and effective request/response.

- Maintain required NIMS personnel qualifications. Participating agencies will ensure that responding personnel meet the qualifications as established by the NIMS Integration Center. The qualifications of key personnel will be entered into a regional database and also entered into the NIMS Integration Center database. Each participating agency will ensure its personnel information in these databases is kept current.

c. Reimbursement. Each participating agency agrees that it will not seek reimbursement for normal immediate response operating costs from the agency requesting mutual aid assistance. For extended operations and planned events, each participating agency hereby recognizes that pursuant to the Section 11 of the Federal Fire Prevention and Control Act of 1974 (15 U.S.C. § 2210) and Federal regulations issued thereunder (44 CFR Part 151), a participating agency is permitted to seek reimbursement for all or any part of its direct expenses and losses (defined as additional costs over normal operational costs) incurred in emergency services operations on property under the jurisdiction of the United States. Furthermore, under the authority of 42 U.S.C. § 1856a, and, pursuant to any applicable state or local law, each participating jurisdiction hereby reserves the right to seek reimbursement from the other agency for all or any part of the costs (defined as additional costs over normal operational costs) incurred in providing emergency services to the requesting mutual aid organization in response to a request for assistance.

1) **Off-Post agency assistance to Fort Benning** - For minor costs, the miscellaneous payment guide will be used to reimburse local governments. Payment under this process will be made via the Standard Form (SF) 1034, Public Voucher for Purchases and Services other than Personal. To ensure compliance with fiscal law, Fort Benning Directorate of Emergency Services (DES) will process a standing SF1034 before any services/incidentals are provided to ensure availability and obligation of

funds before services are rendered. After the incident/event, Fort Benning DES will submit an invoice for payment through the General Fund Enterprise Business System (GFEBS) with supporting documentation. The initial obligation can be adjusted to the actual amount at that time.

2) **Fort Benning assistance to an off-post agency** - When Fort Benning DES is required to provide reimbursable services in accordance with (IAW) this Agreement, the assisted agency must provide payment up front. Checks should be made payable to the "United States Treasury" and mailed to the DES Budget Analyst at:

Staff Budget Branch
Program Budget Division
Garrison RMO AMIM-BER-MB
7533 Holtz Street, Building 70, Suite 2085
Fort Benning, GA 31905

d. Insurance. Each party hereto shall procure and maintain, at its sole and exclusive expense, insurance coverage or a comparable self-insurance program, including comprehensive liability, personal injury, property damage, automobile, worker's compensation, and, if applicable, professional liability insurance.

e. Waivers. Each Party hereto waives all claims against other Parties hereto for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused in whole or in part by the negligence of an officer, employee, or agent of another Party. No Party waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, and agents as a result of the foregoing sentence or its execution of this Agreement and the performance of the obligations contained herein.

f. Immunity. All activities performed under this agreement are deemed hereby to be governmental functions. The U.S. Army and participating political sub- divisions/ agencies, including their employees acting in their official capacity, shall not be liable for the death or injury of persons, or damage to property when complying, or attempting to comply, with the agreement, except to the extent permitted by the Federal Tort Claims Act (28 USC 2671 et. al.) in the case of the U.S. Army or applicable state and/or local statutes in the case of political subdivisions/agencies. This Agreement provides no immunity, rights or privileges for any individual who is not requested and/or authorized to respond to an emergency or disaster on behalf of a participating agency.

g. **Dispute Resolution.** Should a dispute arise between participating agencies under or related to this Agreement, the participating agencies agree that within 30 days after notice of the dispute from one participating agency to the other, the participating agencies will attempt to resolve the dispute through negotiations. If such negotiations reach an impasse, the participating agencies agree that within 60 days of the date of the Notice of an impasse, the agencies will attempt to resolve the matter through any

method or combination of non-binding alternative dispute resolution (ADR) methods available under the Administrative Dispute Resolution Act of 1996, Pub. L. No. 104-320 (codified at 5 U.S.C. §§ 571-583). The selection of any neutral third party will be by agreement of the Parties, and the cost of any neutral third-party participant will be equally divided among the agencies with the dispute. If such ADR proceeding does not result in resolution of the dispute, the participating agencies may separately pursue any other lawful remedy. However, participating agencies agree that the initiation of formal litigation does not preclude further attempts at resolving the dispute through alternative dispute resolution methods. Participating jurisdictions agree that the terms of this clause will be considered the "Administrative Remedies" that must be exhausted prior to initiation of any formal litigation.

h. Public Information Releases. All media releases and statements will be mutually agreed upon and jointly handled according to participating guidelines. Press releases will conform to Department of Defense (DoD) press release guidelines. No information release will be issued without U.S. Army Public Affairs coordination and approval.

7. Requesting Support and Precedence.

a. **Immediate Response**. This Agreement may provide mutual aid capabilities under Immediate Response Authority criteria. This authority must be exercised IAW DoD Directive (DoDD) 3025.18 paragraph 4.i. *See also* 42 U.S.C. §1856b. The Fort Benning Garrison Commander is the release authority for immediate response mutual aid. Immediate Response Authority must generally meet the following criteria:

1) There is a request from civil authorities for assistance with imminently serious conditions.

2) Time does not permit approval from higher headquarters.

3) Immediate notification will be made to the chain of command.

4) It ends when the necessity expires and must be reassessed not later than 72 hours after the request was received.

b. **Pre-Coordinated Agreements.** Separate agreements may be developed for additional support that does not meet Immediate Response Authority criteria. Examples are Equipment, Services, and Support. Pre-Coordinated Agreements include the following:

1) Memorandums of Agreement.

2) Intergovernmental Support Agreements.

3) Leases.

4) Contracts

8. Request Procedures. All initial requests for mutual aid will flow through E911 centers. During extended operations and once agency/installation/jurisdiction Emergency Operations Centers (EOC) are activated, information, reporting, requesting, etc., may be rerouted to appropriate staff within the EOC. During these extended operations with more structured Incident Command Posts and EOCs functioning, the Incident Commander or Operations Officer will redirect supporting agencies to the appropriate Points of Contact (POCs) within the EOCs. During a mutual aid request, the authorized requestor should provide the following information to the applicable E- 911 Center when requesting mutual aid assistance: (5Ws)

a. MUTUAL AID REQUEST FORMAT - Information required to support this type of request:

1) WHO is the requesting agency? Name, Phone Number, and Agency of requesting official.

2) WHAT specific type of asset is being requested? The amount and type of personnel, services, specialized equipment, or vehicles requested.

3) WHEN time and date asset is needed? Date and Time assets are requested.

4) WHERE does the asset need to be deployed to? A specific location to which the command and control, personnel, specialized equipment, or vehicles are to be dispatched. This location can be an address, intersection, or coordinates.

5) WHY is the asset required? Are local and regional assets depleted or no assets of the type needed are available?

b. DEPLOYMENT / INTEGRATION / RELEASE

1) DEPLOYMENT/DISPATCH - Upon official mutual aid request, *if available*, the responding participating agency shall dispatch command and control, personnel, specialized equipment, or vehicles to any point within the area for which the requesting participating agency normally provides services. If the responding participating agency is not able to dispatch the applicable resources, then its E-911 center will notify the Incident Commander, or a member of the Incident Commander's General Staff, to expedite the dispatch of secondary resources.

2) ARRIVAL - The responding agency's senior officer will report to the Incident Commander or Accountability Officer and will be subject to the Incident Commander's orders. If a DoD-owned or operated aircraft, or a military aircraft of any foreign nation crashes within the participating jurisdiction where they normally provide emergency services, the Fort Benning Fire Chief, any Fort Benning Executive Fire Officer, or the

first on-scene Fort Benning senior fire officer may assume Incident Command upon arrival at the scene of the aircraft crash.

3) TASKINGS - The Incident Commander, Operations Officer, or a member of the Incident Commander's General Staff will determine the mission requirements and match the responding agencies resources for the operational plan of the incident.

4) IC IN-BRIEF - The Incident Commander, Operations Officer, or a member of the Incident Commander's General Staff will provide the participating agency's senior officer with give complete details of the mission and any other information or intelligence as deemed necessary. Communications procedures will also be established during the IC In-Brief.

5) HAZMAT - Any hazardous materials incident response will include the response to, and control and containment of any release or suspected release of any material suspected to be or known to be hazardous. When the properties of a released material are not known and all technical resources available have been used, the material will be considered hazardous until stated otherwise by the Incident Commander or the Operations Officer. Cleanup and removal of contained hazardous materials will be the responsibility of the requesting mutual aid agency.

6) INCIDENT TERMINATION - Upon incident termination, when the responding participating agencies', services are no longer required, or when their services are required within their own emergency services areas of responsibility, the Incident Commander will release the responding participating agencies.

9. Termination. Any party to this Agreement may terminate its participation in the Agreement at any time by providing all signatories to the Agreement thirty (30) days written notice.

10. Other Mutual Aid Agreements. This Agreement shall supersede all agreements related to the same subject matter, written or verbal, between the parties.

11. Entirety. This Agreement constitutes the entire understanding of the parties and shall not be modified, amended, or altered except by a writing signed by all parties.

12. Term. This Agreement will become effective on the date of the last signature to the Agreement and will remain in effect for two (2) years from that date. The Fort Benning Garrison Commander must annually review this agreement for financial feasibility. The agreement in its entirety must be reviewed and updated every two years by the parties, in accordance with Army Regulation 420-1.

13. Expending Funds. Each party that performs services or furnished aid pursuant to this agreement shall do so with funds available to that Party. No Party shall have any liability for the failure to expend funds to provide aid hereunder. Further, nothing in this agreement shall obligate U.S. Army Garrison-Fort Benning to obligate

appropriated funds in violation of the Anti-Deficiency Act 31 U.S.C. §§ 1341-1351.

14. Third Parties. This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create any rights in third parties.

15. Warranty. The Agreement has been officially authorized by the governing or controlling body or agency of each Party hereto by order, ordinance or resolution and each signatory to this Agreement guarantees and warrants that the signatory has full authority to execute this Agreement and to legally bind the respective Party to the Agreement.

16. Points of Contact. Refer to Annexes F and G.

17. Transferability. This MOA is not transferable except with the written consent of the Parties.

18. Effective Date and Parties. This All Hazard – All Emergency Mutual Aid Assistance Agreement (Agreement) is made and entered into this DD day of MM YYYY, between the Secretary of the Army acting by and through the Commander, Fort Benning Garrison, Georgia and the below participating jurisdictions. The authority to enter into this Agreement is set forth pursuant to the authority in 42 U.S.C. § 1856a, and Title 15 United States Code Section 2210, the regulations implementing same at Title 44 Code of Federal Regulations Part 151 *Emergency Management and Assistance*, Department of Defense Instruction 6055.06 *DoD Fire and Emergency Services Program* and Army Regulation 420-1 *Army Facilities Management*, Chapter 25.

19. Signatures.

"By its signature on this Agreement, Fort Benning acknowledges its role in the accomplishment of the Agreement's objectives. However, nothing in this Agreement abrogates existing law and regulation regarding Fort Benning's ability to accomplish the same or its potential liability should it be able to do so. By their signatures, the participating jurisdictions acknowledge that certain limitations/requirements may exist under current law and regulation which affect Fort Benning's participation."

IN WITNESS WHEREOF, the participating jurisdictions hereto have executed this Agreement on the day, month and year written indicated.

FORT BENNING, GA

_____
COL Jerel D. Evans
Commanding
U.S. Army Garrison
Fort Benning, GA

_____
(Date)

DAWSON COUNTY, GA

Billy Thurmond, Chairman Dawson County, GA	Danny Thompson, Fire Chief Dawson County, GA
(Date)	(Date)
Kristen Cloud, Clerk Dawson County, GA	Sheriff Jeff Johnson Dawson County, GA
(Date)	(Date)

FANNIN COUNTY, GA

_____	_____
Robert Graham, EMA Director Fannin County, GA	Larry Thomas, Fire Chief/Deputy Fannin County, GA
_____	_____
(Date)	(Date)
_____	_____
Sheriff Dane Kirby Sheriff Fannin County, GA	Stan Helton, Chairman Fannin Board of Commissioners Fannin County, GA
_____	_____
(Date)	(Date)

GILMER COUNTY, GA

_____	_____
Daniel Kauffman, Fire Chief Gilmer County, GA	Sheriff Stacy L. Nicholson Gilmer County, GA
_____	_____
(Date)	(Date)
_____	_____
Charlie Paris, Chairman Gilmer County Board of Commissioners	Keith Kucera, Public Safety Director Gilmer County, GA
_____	_____
(Date)	(Date)

HALL COUNTY, GA

Zac Brackett, EMA Director
Hall County, GA

(Date)

Jerry Smith, Fire Chief
Hall County, GA

(Date)

David Gibbs, Chairman
Hall County oard of Commissioners
Hall County, GA

(Date)

Sheriff Gerald Couch
Hall County, GA

(Date)

Chris Dockery, Chairman
Board of Commissioners
Lumpkin County, GA

(Date)

LUMPKIN COUNTY, GA

Sheriff Stacy M. Jarrard
Lumpkin County, GA

(Date)

Fire Chief David Wimpy
Lumpkin County EMA Director

(Date)

Chris Dockery, Chairman
Board of Commissioners
Lumpkin County, GA

(Date)

UNION COUNTY, GA

_____	_____
Sheriff Mack Mason Union County, GA	Fire Chief R. David Dyer Union, County, GA
_____	_____
(Date)	(Date)

WHITE COUNTY, GA

_____
David Murphy, Public Safety Director
White County, GA

_____
(Date)

_____
Travis Turner, Chairman
Board of Commissioners
White County, GA

_____
(Date)

_____
Michael LeFevre, Division Fire Chief
White County, GA

_____
(Date)

_____
Rick Kelly, Sheriff
White County, GA

_____
(Date)

_____
Mike Renshaw, County Manager
White County, GA

_____
(Date)

ANNEX A
(Notification Procedures)

All participating jurisdictions shall follow the individual city, department, commission, and organization notification/contact procedures for requesting assistance.

Dawson County, GA	Sheriff Office	(706) 344-3535 Ext. 20051
Dawson County, GA	E-911Center	(706) 344-3636
Fannin County, GA	Sheriff Office	(706) 632-2044
Fannin County, GA	E-911 Center	(706) 632-6022
		(706) 632-8984
Fort Benning Military Installation	E-911 Center	(706) 545-2222
	MP Desk	(706) 545-5222
Gilmer County, GA	Sheriff Office	(706) 635-4162
		(706) 635-5775
Gilmer County, GA	E-911Center	(706) 635-8911
Hall County, GA	Sheriff Office	(770) 531-6900
Hall County, GA	E-911Center	(770) 536-8812
Lumpkin County, GA	Sheriff Office	(706) 864-0414
Lumpkin County, GA	E-911 Center	(706) 864-3633
Union County, GA	Sheriff Office	(706) 439-6068
Union County, GA	E-911Center	(706) 439-6038
White County, GA	Sheriff Office	(706) 865-6370
White County, GA	E-911 center	(706) 865-0911

ANNEX B
(Interoperable Communications)

1. Incident Commanders will designate a Communications Officer who will be responsible for ensuring that each responding agency has access to reliable communications with the Incident Command Post. This procedure may be accomplished through existing local resources or may be supplemented by responding agencies or other resources available through state and regional agreements.

2. Agencies / Jurisdictions participating in this Mutual Aid Agreement will task their appropriate communications personnel to contact agencies / jurisdictions that they expect to work with to plan, test, and exercise interoperability via Land Mobile Radios, Computer Aided Dispatch, and E911 center systems.

3. Key Points of Contact Rosters. Annex A of this agreement will be updated annually to ensure all agencies have accurate phone numbers to coordinate with one another.

ANNEX C
(Fire Resources and Coordination)

Fire and Emergency Service personnel and equipment support for mutual aid response zones should be coordinated between Fire Chiefs in advance of need. Discussions between agencies and templated plans for needed support based on known Fire Response Zones where mutual aid is likely and needed should be developed. This Agreement encourages this prior planning, joint training, and opportunities to exercise to ensure effective operations.

Types of Fire Support:

1. Command and Control Response (Personnel, Mobile Incident Command Post, or Mobile Incident Command Trailer)

2. Structural Fire Suppression/Aerial Response

   a. Breathing apparatus resupply

   b. Mobile water resupply

3. Aircraft Crash Rescue/Fire Suppression Response

4. Fire and Emergency Services Medical Response; Emergency Medical Services Technician Level

5. Ambulance Emergency Medical Services Response

   a. Emergency Medical Services Paramedic Level

6. Technical Rescue Response

   a. Structural Collapse

   b. Trench Collapse Rescue

   c. Vehicle/Machinery Rescue

   d. Confined Space Rescue

   e. High/Low Angle Rescue

   f. Water Rescue Response

      1) Shore Water Rescue

2) Surface Water Rescue

3) Swift Water Rescue

7. Hazardous Materials Response

a. Awareness Level

b. Operations Level (Containment/Decontamination)

c. Technician Level (Confinement)

8. Weapons of Mass Destruction Reponses

a. Awareness Level

b. Operations Level (Containment/Decontamination)

c. Technician Level (Confinement)

ANNEX D
(Police/Security Resources and Coordination)

1. Law Enforcement Equipment: DoD equipment can be provided to Civilian Law Enforcement Agencies (CLEAs) through lease agreements. Approvals vary depending on the purpose of the request: whether it is for responses to civil disturbances or for other purposes.

a. Civil disturbance: All emergency support to civilian authorities during civil disturbances must be approved by the Secretary of Defense (SECDEF).

b. Other purposes not including arms, munitions: Equipment requested for more than 180 days must be approved through the Office of the Deputy Chief of Staff of the Army and requests for less than 180 days may be approved by the Fort Benning Installation Commander. Lease agreements – For equipment, lease agreements must be established IAW AR 700-131 paragraph 2-9. These agreements are generally pre-coordinated due to the nature of the documentation and approvals. Reimbursement – Agencies must reimburse for all costs related to the lease as outlined in AR 700-131 chapter 5. Reimbursement provisions must be part of the written lease agreement. AR 700-131 para. 5-1 a.(2). *See also* 10 U.S.C. § 277.

2. Law Enforcement Personnel Support:

a. Military to Off-Post - Generally, use of Military Police (MP) and Department of the Army Civilian Police (DACP) off-post is prohibited by law (Posse Comitatus Act 18 U.S.C. § 1385). The purpose of the act – in concert with the Insurrection Act of 1807 – is to limit the powers of the federal government in using federal military personnel to enforce domestic policies within the United States.

b. Off-Post to Military - Pursuant to Title 10, section 2672(g) - Protection of buildings, grounds, property, and persons, the SECDEF may utilize the law enforcement resources of state and local authorities. This use may be memorialized in a formal agreement. The assistance provided to DoD components is subject to reimbursement. 10 U.S.C. 2672(g)-(h). Separate pre-coordinated agreements should be developed to support these types of arrangements.

3. Types of Law Enforcement Support:

a. **Military Working Dog (MWD) Support –** MWDs are generally available under exigent circumstances where loss of life, limb, or property is likely without additional support. This aid can be rendered when the requesting agency has exhausted internal and regional assets and the MWD asset is releasable without causing undue hardship to the military installations mission and security. MWD handlers may not perform direct contact, nor arrest or question the civilian public. The MWD Team (MWDT) should be isolated from the public as much as can practically be done based on the incident.

Neither the dog handler nor the MWD shall participate directly in law enforcement activities and may only provide support. When providing support to CLEAs, MWDTs will be accompanied by a representative from the requesting agency. There is a separate standing agreement for MWD support. If agencies intend to participate in this program, they should enter into this separate pre-coordinated agreement. Reference - IAW DoDI 3025.21 Enclosure 3, paragraph 1.d. *See also* DoDD 5200.31E, paragraph 4.f.

b. **Transportation of apprehended suspects and prisoners** - Upon notification and verification through the Georgia Crime Information Center/National Crime Information Center (GCIC/NCIC) of an active warrant, the law enforcement agency that entered the information (and verified the information) through the GCIC/NCIC will coordinate with the MP Desk Sergeant or Civil Liaison Officer for transfer of custody.

c. **Information Sharing Concerning Service Members** - The Fort Benning Military Police (MP) Desk Sergeant (706) 545-5223/5224 will be notified of off-post incidents involving Service Members, DoD Civilians and their family members as subjects, victims, or suspects of a crime in a timely manner that does not impede the investigative process. Military Commanders' interest may necessitate initial contact from the MP Desk to the arresting agency for an initial report; Commanders' interest is driven by unit readiness for conducting operations and training for mission execution. Upon notification of an actual or suspected incident of Domestic Violence or abuse occurring off the installation involving a Service Member, the MP Desk Sergeant will contact Family Advocacy Program/Behavioral Health (FAP/BH). Additionally, the Desk Sergeant will obtain a copy of the Civil Arrest/Incident report for generation of a Law Enforcement Report (LER) or Raw Data File (RDF) IAW the above procedures. The Civil Liaison Officer (706) 545-8480 will contact the civilian Law Enforcement agency that has jurisdiction for the purpose of obtaining a copy of the corresponding police report and any related documents available, if not already received by the MP Desk Sergeant.

d. **Sharing Law Enforcement Reports** - Procedures for transmitting incident and investigation reports and other LE information involving active-duty Service members from local civilian LE agencies to the installation LE office. LE information/incident reports can be sent to the MP Desk Sergeant via Fax at (706) 545-6670. Access to military records needed by a civilian Law Enforcement agency for investigation or prosecution of cases will be made available by the MP Administration Office IAW all applicable laws and regulation. Requests for records should be made through the Police Records Supervisor at (706) 545-2368, who in turn will arrange for the release of the necessary information.

e. **Military Police Reporting Procedures** -

1) MP Desk will receive the report from on and off-post sources and will implement proper notification procedures.

2) MP Desk will immediately make a journal entry of the report received.

3) Upon receipt of the written police report, the MP Desk will make a blotter report of the incident.

4) When telephonic notification from a civilian Law Enforcement agency is received, the Civil Liaison will follow up with the civilian Law Enforcement agency to obtain a copy of the initial report.

5) Blotter reports will be followed up by the Department of the Army Form (DA Form) 4833, the Commander's Report of Disciplinary or Administrative Action, which will then be sent directly to the company commander of the military service member.

6) Upon adjudication through civilian courts, the commander will complete DA Form 4833 and return a copy of the report to the Fort Benning Police Records Office. This report will cite all actions taken against or in favor of the military service member and/or family member involved in the off-post incident.

7) Request prior notification of release from civilian custody in order to coordinate whether pick up by Fort Benning Police or release on individual's own recognizance depending on the severity of the offense.

f. **Sex Offender Registry** - Notification of when a Soldier is required to register as a sex offender either through military judicial proceedings or civilian judicial proceedings.

g. **Civilian Protection Orders (CPO)** - Procedures for transmitting CPOs issued by civilian courts or magistrates involving active-duty Service members from local LE agencies to the installation LE office. The Civil Liaison Officer will contact the civilian Law Enforcement agency that has jurisdiction for the purpose of obtaining a copy of the corresponding police report and any related documents available, to include designation of the title of the local LE agency recipient of domestic violence and CPO information from the installation LE agency and sharing of information and facilities during the course of an investigation IAW 5 USC 552a (b)(7) (The Privacy Act of 1974).

h. **Military Protective Order** - Procedures for transmitting the Department of Defense Form 2873 (Military Protective Order) from the installation LE office to the local civilian LE agency with jurisdiction over the area in which the Service member resides. The Civil Liaison Officer will contact the civilian court that has jurisdiction for the purpose of obtaining a copy of the corresponding police report and any related documents available.

i. **Access Control Point (ACP) Closure** - Agencies may be requested to assist with the ACP closure during emergency periods or in case of a special event. In the event of a change of the Force Protection level, there may be significant backups at the Main Gate ACP. These events could cause impacts on the local community to include the

complete shutdown of some roadways. During these times local jurisdictions may need to provide Law Enforcement support to assist with traffic control or rerouting of traffic all together. An emergency access location will be established for local support based on the incident location at the time of the incident.

ANNEX E
(References)

1. Title 42 United States Code (U.S.C.) The Public Health and Welfare, Section 1856 – Reciprocal Fire Protection Agreements for the Protection of United States Property

2. Title 10 U.S.C. Armed Forces, Section 2672 – Use of military equipment and facilities

3. Title 10, U.S.C. Chapter 15 – Military Support for Civilian Law Enforcement Agencies

4. Title 10 U.S.C. 2679 – Installation-support services: Intergovernmental Support Agreements

5. Title 15 U.S.C. 2210 – Reimbursement for costs of firefighting on Federal property

6. Title 18 U.S.C. 1385 – Use of Army and Air Force as posse comitatus

7. Title 31 U.S.C. Chapter 65 – Intergovernmental Cooperation

8. Title 42 U.S.C. Chapter 15A – Reciprocal Fire Protection Agreements

9. Department of Defense Instruction (DoDI) 4000.19, Interservice and Intragovernmental Support

10. DoDI 6055.06, DoD Fire and Emergency Services Program

11. DoDI 6055.17, DoD Emergency Management (EM) Program

12. DoDI 7000.14R, Financial Management Regulations

13. Department of Defense Directive (DoDD) 3025.18, Defense Support of Civil Authorities

14. DoDD 3025.21, Defense Support of Civilian Law Enforcement Agencies

15. DoDD 4500.09E, Transportation and Traffic Management

16. DoDD 5200.31E, DoD Military Working Dog (MWD) Program

17. DoDD 5525.21, Protection of Buildings, Grounds, Property, and Persons and Implementation of Section 2672 of Title 10, United States Code

18. Army Regulation (AR) 5-9, Installation Agreements

19. AR 190-12, Military Working Dogs

20. AR 190-45, Army Law Enforcement Reporting

21. AR 420-1, Facilities Management, Chapter 25, Fire and Emergency Services

22. AR 525-27, Army Emergency Management Program

23. AR 700-131, Loan, Lease, and Donation of Army Materiel

24. National Fire Protection Association 1561: Standard on Emergency Services Incident Management System and Command Safety

25. Georgia Emergency Management Agency – Homeland Security Statewide Mutual Assistance Agreement

ANNEX F
(Primary Points of Contact)

Dawson County Clerk
POC: Kristen Cloud
kcloud@dawsoncountyga.gov
25 Justice Way, Suite 2235
Dawson County, GA 30534
(706) 344-3501

Dawson County Sheriff
POC: Sheriff Jeff Johnson
johnson@dawsoncountysheriff.org
Enforcement Center
19 Tucker Ave.
Dawson County, GA 30534
(706) 344-3535, ext.20051

Dawson County Fire
POC: Fire Chief/EMA Director
tleist@dawsoncountyga.gov
393 Memory Lane
Dawson County, GA 30534
(706) 344-3500 ext.44504
Troy Leist

Fannin County EMA
POC: Robert Graham
rgraham@fannincountyga.org
20 Station Ridge
Blue Ridge, GA 30513
(706) 632-1958

Fannin County Commissioner
POC: Chairman Jamie Hensley
jhensley@fannincountyga.org
(706) 632-2203

Gilmer County Sheriff
POC: Stacy L. Nicholson
sheriffnicholson@ellijay.com
1 Broad Street, suite 103,
Ellijay, GA 30513
(706) 635-4162

Fannin County Sheriff Office
POC: Sheriff Dane Kirby
dkirby@fannincountyga.org
645 W. First Street,
Blue Ridge, GA 30513
(706) 632-2044

Fannin County Fire
Fire Chief: Larry Thomas
lthomas@fannincountyga.org Law
20 Station Ridge
Blue Ridge, GA 30513
(706) 632-4711

Gilmer County Commissioner
POC: Chairman Charlie Paris
cparis@gilmercounty-ga.gov
1 Broad Street, Suite 103,
Ellijay, GA 30540
(706) 635-4361

Gilmer Public Safety Director
POC: Sam West
swest@gilmercounty-ga.gov
325 Howard Simmons Road
Ellijay, GA 30540
(706) 635-1333

Gilmer County Fire
POC: Chief Daniel Kauffman
dkauffman@gilmercounty-ga.gov
(706) 635-1334

Lumpkin County Sheriff
POC: Sheriff Stacy M. Jarrard
stacy.jarrard@lumpkincounty.gov
385 East Main Street
Dahlonega, GA 30533
(706) 482-2623

Hall County Commissioner
POC: Chairman David Gibbs
rhiggins@hallcounty.org
2875 Browns Bridge Rd
Gainesville, GA 30503
(770) 535-8288

Hall County EMA Director
POC: Zach Brackett
zbrackett@hallcounty.org
470 Crescent Drive
PO Box 907730
Gainesville, GA 30501
(770) 531-3132

Hall County Sheriff
POC: Sheriff Gerald Couch
sheriff@hallcounty.org
2859 Browns Bridge Road
Gainesville, GA 30504
(770) 531-6900

Lumpkin County Commissioner
POC: Chairman Chris Dockery
Chris.dockery@lumpkincounty.gov
Courthouse Hill
Dahlonega, GA 30533
(706) 864-3742

White County Public Safety Director
POC: David Murphy
dmurphy@whitecounty.net
1241 Helen Highway, Suite 100
Cleveland, GA 30528
(706) 865-9500

White County Sheriff Training & Certification
POC: Daren Welborn
dwelborn@whitecounty.net
1210 Hulsey Road
Cleveland, GA 30528
(706) 865-5177

Lumpkin County Fire
POC: David Wimpy
david.wimpy@lumpkincounty.gov
57 Pinetree Way
Dahlonega, GA 30533
(706) 864-3030

Union County Commissioner
POC: Chairman Lamar Paris
commissioner@uniongov.com
65 Courthouse Street, Suite 1
Blairsville, GA 30512
(706) 439-6000

Union County Sheriff
POC: Sheriff Mack Mason
sheriffmason@unioncountysoga.org
378 Beasley Street
Blairsville, GA 30512
(706) 439-6066

White County Commissioner
POC: Chairman Travis Turner
travis.turner@whitecounty.net
1235 Helen Way
Cleveland, GA 30528
(706) 865-2235

White County Fire
POC: Interim Chief David Murphy
dmurphy@whitecountyga.gov
1241 Helen Highway, Suite 100
Cleveland, GA 30528
(706) 865-9500

White County Sheriff
POC: Rick Kelly
rkelley@whitecounty.net
1210 Hulsey Road
Cleveland, GA 30528
(706) 865-5177

ANNEX G
(Alternate Points of Contact)

Dawson County Clerk
POC: Teri Wolak
twolak@dawsoncountyga.gov
(706) 344-3501 Ext. 42270

Dawson Sheriff Office
POC: Chief Greg Rowan
growan@dawsoncountysheriff.org
(706) 314-3535 Ext. 20011

Fannin County Sheriff
POC: Major Keith Bosen
kbosen@fanningcountyga.org
(706) 455-5831

Fannin County EMA Director
POC: Patrick Cooke
pcooke@fannincountyga.org
(706) 455-3075

Union County Sheriff
POC: Major Josh Barry
jberry@unioncountysoga.org
(706) 439-6066

White County Fire
POC: Deputy David Murphy
dmurphy@whitecountyga.gov
(706) 885-9500

White County Sheriff
Gus Sesam
gussesam@whitecountyga.gov
(706) 868-5177

Dawson County Fire
POC: Division Chief Johny Irvin
jirvin@dawsoncountyga.gov
(706) 344-3500

Fannin County Commissioner
POC: Sherry Walker
swalker@fannincountyga.org

Fannin County Fire
POC: Deputy Chief Rob Ross
rross@fanningcountyga.org
(706) 455-6260

Gilmer County Sheriff
POC: Deputy Chief Adam Smith
asmith@gilmersheriff.com
(706) 515-2868

Hall County Commissioner
POC: David Gibbs
dgibbs@hallcounty.org
(770) 535-8288

Hall County EMA Director
POC: Zac Brackett
zbrackett@hallcounty.org
(770) 531-3132

White County Commissioner
POC: Shanda Murphy
Shanda.murphy@whitecounty.net
(706) 868-2235

White County Public Safety Director
POC: Don Strength
dstrength@whitecountyga.gov
(706) 868-9500

Gilmer County Fire
POC: Deputy Chief Jason Bryant
jbryant@gilmercounty-ga.gov
(706) 635-1334

Gilmer Public Safety
POC: Chief Daniel Kauffman
dkauffman@gilmercounty-ga.gov
(706) 635-1334

Lumpkin County Fire
POC: Deputy Fire Chief Tony Kent
Tony.kent@lumpkincounty.gov
(706) 482-2492 (706) 439-6000

Union County Commissioner
POC: Harold Collins
uccommissioner@uniongov.com
(706) 439-6000

Lumpkin County Sheriff
POC: Mitzi Deaton
Mitzi.deaton@lumpkincounty.gov
(706) 482-2623

Union County Commissioner
POC: Harold Collins
uccommissioner@uniongov.com

Union County Commissioner
POC: Jennifer Mahan
ucexec@uniongov.com
(706) 439-6000

ADDENDUM

TO

THE MEMORANDUM OF AGREEMENT BETWEEN U.S. ARMY GARRISON, FORT BENNING AND DAWSON COUNTY, FANNIN COUNTY, GILMER COUNTY, HALL COUNTY, LUMPKIN COUNTY, UNION COUNTY, WHITE COUNTY

1. The intent of the addendum is to establish an automatic aid agreement in addition to the above Memorandum of Agreement between U.S. Army Garrison, Fort Benning – Camp Merrill District, GA and the Lumpkin County Fire Department, Dahlonega, GA, regarding fire prevention and firefighting services.

2. Agreements and Responsibilities:

a. Camp Frank D. Merrill Fire Department (CMFD) and Lumpkin County Fire Department (LCFD) mutually agree to an automatic aid response to all calls on and/or near Camp Wahsega Road and within an 8-mile radius to include Porter Village of the main camp. Lumpkin County 911 will tone out CMFD along with LCFD (Medics) automatically for any call for service.

b. On request to a representative of the Camp Frank D. Merrill Fire Department by an authorized representative of the Lumpkin County fire Department, firefighting equipment and personnel of the Camp Frank D. Merrill Fire Department will be dispatched, when available, to any point within the area for which the Lumpkin County Fire Department normally provides fire protection as designated by the representative of the Lumpkin County Fire Department.

c. On request to a representative of the Lumpkin County Fire Department by a representative of the Camp Frank D. Merrill Fire Department, firefighting equipment and personnel of the Lumpkin County Fire Department will be dispatched, when available, to any point within the firefighting jurisdiction of the Camp Frank D. Merrill Fire Department.

d. The rendering of assistance under the terms of this agreement shall not be mandatory, but the party receiving the request for assistance should immediately inform the requesting department if, for any reason, assistance cannot be rendered.

e. Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions: The responding organization will report to the officer in charge of the requesting organization at the location to which the equipment is dispatched and will be subject to the orders of that official.

1) The responding organization will be released by the requesting organization when the services of the responding organization are no longer required, or when the

responding organization is needed within the area for which it normally provides fire protection.

2) If a crash of aircraft owned or operated by the United States or military aircraft of any foreign nation occurs within the area for which the Lumpkin County Fire Department normally provides fire protection, the Chief of the Camp Frank D. Merrill Fire Department or his representative may assume full command upon arrival at the scene of the crash.

3) Both parties agree to implement the National Incident Management System during all emergency responses on and off Camp Frank D. Merrill in accordance with Homeland Security Presidential Directive (HSPD)-5.

4) Incident Safety Officer (ISO). ISO responsibilities shall be accomplished at all incidents and during training evolutions involving fire. When responding off Camp Frank D. Merrill, the senior fire officer will appoint an ISO to observe Army operations if the ISO is not already appointed by the Incident Commander (IC). If unsafe conditions are observed or encounter by Camp Frank D. Merrill Fire Department personnel, the ISO will mitigate the condition and inform the IC. Camp Frank D. Merrill Fire Department Firefighters that respond off-base will include on individual with the Department of Defense Certification of Fire Officer 1.

f. Each party hereby waives all claims against every other party for compensation for any loss, damage, injury, or death occurring as a consequence of the performance of this agreement, except those as stated in paragraph 6(f) of this agreement. This agreement does not prohibit claims authorized under 15 U.S.C. 2210.

g. The Fire Chief Officer and personnel of the fire departments of both parties to this agreement are invited and encouraged, on a reciprocal basis, to frequently visit each other's activities for guided familiarization tours consistent with local security requirements and, as feasible, to jointly conduct pre-fire planning inspections and drills/training.

h. The technical heads of the fire department of the parties to this agreement are authorized and directed to meet and draft any detailed plans and procedures of operation necessary to effectively implement this agreement. Such plans and procedures of operations shall become effective upon ratification by the signatory parties.

i. All equipment used by the Lumpkin County Fire Department in carrying out this agreement will be owned by the Lumpkin County Fire Department; and all personnel acting for the Lumpkin County Fire Department under this agreement will be an employee of the Lumpkin County Fire Department.

j. This agreement shall become effective upon the date hereof and remain in full force

and effect until canceled by mutual agreement of the parties hereto or by written notice by one party to the other party, giving thirty days' notice of said cancellation.

k. The obligation of the United States Army under this agreement are contingent upon and subject to the availability of appropriated funds for the purposes herein specified.

_____	_____
DAVID WIMPY EMA, EMS Director/Fire Chief Lumpkin County Fire Department Dahlonega, GA	COL JEREL D. EVANS Commanding U.S. Army Garrison Fort Benning, GA
_____	_____
(Date)	(Date)
_____	_____
TIMOTHY SEIGAL Fire Chief Fort Benning Fire Department Fort Benning, GA	JOSEPH LABRANCHE Director (Acting) Fort Benning, Directorate of Emergency Services Fort Benning GA
_____	_____
(Date)	(Date)

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (06/09/25)**

REPORT TO: **Voting Meeting (06/12/25)**

ITEM NO: 344/2025

SUBJECT: Approve the purchase of tuition, books and fees for Paramedic and EMT Training Programs for Fire Rescue to Lanier Technical College of Gainesville, GA. The estimated cost is $185,000.00.

Meetings:

Work Session Date: 06/09/25

Voting Meeting Date: 06/12/25

Executive Summary:

Presenter: CJS

Recommendation:
Approve.

Purpose of Request:
Approve the purchase of tuition, books and fees for Paramedic and EMT Training Programs for Fire Rescue to Lanier Technical College of Gainesville, GA. The estimated cost is $185,000.00.

History:

The department has utilized Lanier Technical College for paramedic and EMT training for over 35 years.

Facts and Issues:
Paramedics are required for ambulance service. Fire Rescue requires all firefighters to be dual trained in EMS and must obtain their EMT and Advanced EMT certification.

Education and Training is an exemption from bidding and contract requirements under the purchasing ordinance per Hall County Code of Ordinances Section 3.10.030 - Exemptions.

This agenda item would be to approve the cost of the services provided in FY 2026.

Options:

Funding Requested $ 185,000.00

Are funds within current budget? Yes

Source of Funds Emergency Services Fund

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?	2025-05-26

Approvals:

Buyer	submit	approve	Purchasing
AP	JS	JS	AP
Budget	**Finance**	**Attorney**	**Administration**
JM	TS	WLI	CR
Clerk			
JR			

Attachments:

Financial Supplement
Lanier Tech AMET Programs

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 344/2025

Funds Requested: $ 185,000.00

Request Budgeted: Yes

Proposed Source of Funding:

Emergency Services Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	271-EMERGENCY SERVICES FUND	3630-EMS	523700-EDUCATION AND TRAINING	$185,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions:

Phone:

EMT to AEMT Program for Hall County Fire Rescue

This proposal outlines the comprehensive plan to cover the necessary classes, books, and fees for completing the EMT (Emergency Medical Technician) and AEMT (Advanced Emergency Medical Technician) diploma programs at Lanier Technical College. These programs will provide students with the knowledge and skills to obtain both the Emergency Medical Technician Certificate and Advanced Emergency Medical Technician Certificate.

Upon completion of these programs, students will be eligible to challenge the National Registry of Emergency Medical Technicians (NREMT) exam for EMT certification and the NREMT-A exam for AEMT certification. It is important to note that students **must** pass the NREMT exam before they are eligible to challenge the NREMT-A exam. NOTE: Any student that has not been successful in challenging the NREMT exams within 2 years or are unsuccessful in 6 attempts will have to retake the program.

This proposal includes the following components:

1. **Class Enrollment**: The student will be enrolled in the required courses for both EMT and AEMT certifications, covering foundational and advanced emergency medical procedures, patient assessment, trauma care, and medical emergencies.
2. **Books and Materials**: All necessary textbooks, study materials, and other resources required for the EMT and AEMT programs will be provided or covered under the proposal.
3. **Fees**: The proposal will cover the tuition, testing fees, and any other required fees for both the EMT and AEMT programs, including fees for the NREMT and NREMT-A exams.
4. **Credentialing Exam Preparation**: Students will receive the necessary training and preparation to challenge both the NREMT and NREMT-A exams, ensuring they meet the

ADMISSION CRITERIA:

1. Be a high school graduate or obtain GED.
2. Have applied for admission to Lanier Technical College.
3. Have taken the ACCUPLACER/COMPASS/ASSET exams as required for admission to Lanier Technical College.
4. Be current employee of Hall County Fire Rescue.

ESTIMATED TUITION AND COSTS			**Approximate Costs:**
Lanier Technical College application fee			$25.00
Program completion requirements			
EMSP 1110	Intro EMT Professions	3	321.00
EMSP 1120	EMT Assessment/Airway Management	3	321.00
EMSP 1130	Medical Emergencies/EMT	3	321.00
EMSP 1140	Special Patient Populations	3	321.00
EMSP 1150	Shock/Trauma for EMT	3	321.00
EMSP 1160	Clinical/Practical Apps/EMT	1	107.00
EMSP 1510	Advanced Concepts/AEMT	3	321.00
EMSP 1520	Advanced Patient Care/AEMT	3	321.00
EMSP 1530	Clinical Applications/AEMT	1	107.00
EMSP 1540	Clinical/Practical Apps/AEMT	3	321.00
Estimated resident tuition		**26**	**$2782.00**

EMT to AEMT Program for Hall County Fire Rescue

Estimated cost of required items:

AHA BLS Provider Manual (text optional)	10.00/card
EMT Platinum Planner	90.00
AEMT Platinum Planner	130.00
FISDAP for EMT	84.00
Limmer Creative (EMT and AEMT)	35.00
ACEMAPP	50.00
FISDAP for AEMT	105.00
NREMT EMT Cognitive Exam (Paid to NREMT) 1st attempt	104.00
NREMT AEMT Cognitive Exam (Paid to NREMT) 1st attempt	159.00

To Be Completed Before Clinical Begins

Criminal History Background Check (Advantage)	100.00
Uniforms (polo/scrubs)	100.00
Health physical/Immunizations * (est. if no previous immun.)	Varies
Malpractice Insurance	42.60/year

Mandatory College Fees 425.00/semester

(Activity fee-45.00 / Registration fee-55.00 / Facilities fee-40.00 / Security fee-40.00/ Technology fee-110.00 / Insurance-6.00 / Instructional fee-60.00 / Program fee-25.00 / Wellness fee-4.00)

Books

Prehospital Emergency Care Textbook 12th edition 140.00
By: Joseph J. Mitsovich, Keith J. Karren, Brent Hafen
Pearson Publisher
(digital rental- included in tuition)

Advanced EMT: A Clinical Reasoning Approach, 2nd Edition 160.00
By: Melissa Alexander, Richard Belle
(digital rental- included in tuition)

Estimated Total Cost of EMT/AEMT Training at LTC $4541.60 or $4966.60 if over 1 semester fees are required.

Tuition: $2782 Program Fees/Books $1334.60 College Fees: $425/semester

Revised 10/20/2021

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (06/09/25)**

REPORT TO: **Voting Meeting (06/12/25)**

ITEM NO: 359/2025

SUBJECT: Approve the award of IFB #006-46 Fire and EMS Uniform Supply Annual Contract for Fire Rescue to MES Service Company, LLC of Sandy Hook, CT, Strongpoint, LLC of Gainesville, GA, and North America Fire Equipment Co., Inc. (NAFECO) of Decatur, AL. The estimated annual cost is $326,139.00.

Meetings:

Work Session Date: 06/09/25

Voting Meeting Date: 06/12/25

Executive Summary:

Presenter: JS

Recommendation:
Approve.

Purpose of Request:
Approve the award of IFB #006-46 Fire and EMS Uniform Supply Annual Contract for Fire Rescue to MES Service Company, LLC of Sandy Hook, CT, Strongpoint, LLC of Gainesville, GA, and North America Fire Equipment Co., Inc. (NAFECO) of Decatur, AL. The estimated annual cost is $326,139.00.

History:

All three (3) vendors have been used in the past for similiar bids and all are in good standing with the County.

Facts and Issues:
Year one (1) of a possible five (5) year contract.

Fire rescue is requesting that MES Service Company, LLC, Strongpoint, LLC and North America Fire Equipment CO., Inc. all be awarded this contract to provide better availability of items and pricing with a pool of vendors from which to choose.

Options:

Funding Requested	$ 326,139.00
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
JD	JS	JS	AP
Budget	**Finance**	**Attorney**	**Administration**
JM	TS	WLI	CR
Clerk			
JR			

Attachments:
Financial Supplement
Bid Tabulation
Contracts
Exhibit C - NAFECO
Exhibit C - Strongpoint
Exhibit C - MES

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 359/2025

Funds Requested: $ 326,139.00

Request Budgeted: Yes

Proposed Source of Funding:

Fire / Emergency Services

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	270-FIRE SERVICES FUND	3520-FIRE RESCUE	531700-UNIFORMS	$171,224.00
2026	270-FIRE SERVICES FUND	3540-FIRE TRAINING CENTER	531700-UNIFORMS	$57,074.00
2026	271-EMERGENCY SERVICES FUND	3630-EMS	531700-UNIFORMS	$97,841.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: JS

Phone: 404-597-0084

IFB #006-46 FIRE AND EMS UNIFORM SUPPLY ANNUAL CONTRACT SUMMATION OF BID PROPOSALS

Item #	Description	MES Service Company, LLC Sandy Hook, CT COST	Strongpoint, LLC Gainesville, GA COST	North American Fire Equipment Co., Inc. Decatur, AL COST
	Patches			
1	Georgia Smoke Diver Patch			$2.00
2	Honor Guard Patch			$2.75
3	Embroidered Collar Disc Patch - Chief (Gold)	$3.50		$1.00
4	Embroidered Collar Disc Patch - Assistant / Deputy Chief (Gold)	$3.50		$1.00
5	Embroidered Collar Disc Patch -Division Chief (Gold)	$3.50		$1.00
6	Embroidered Collar Disc Patch -Captain / Battalion Chief (Gold)	$3.50		$1.00
7	Embroidered Collar Disc Patch - Lieutenant(Silver & Gold)	$3.50		$1.00
8	Embroidered Collar Disc Patch - Sergant (Silver & Gold)	$3.50		$1.00
9	Embroidered Collar Disc Patch - FAO (Silver)	$3.50		$1.00
10	Embroidered Paramedic Patch	$13.00		$2.00
11	Embroidered EMT Patch	$13.00		$2.00
12	Sew-On Namestrip (Uniform & Job shirt)	$7.00		$6.00
13	New Badge Patch (Silver& Gold)			$2.75
14	Challenge Coin size 1.75", round			$15.00
15	Fire Rescue County Patch			$2.50
16	Heat Transfer Patch fo 5.11			$2.00
17	Hall County Embroidery on Polo Shirts / Job Shirts	$11.00		$7.00
	Badges and Bars			
16	Firefighter Badge - BLACKINTON # B547	$89.20	$83.00	$70.00
17	FAO Badge - BLACKTON #B547	$89.20	$83.00	$70.00
18	Sergent Badge - BLACKINTON # B547	$89.20	$83.00	$70.00
19	Lieutenant Badge - BLACKINTON # B1160	$135.50	$83.00	$95.00
20	Captain Badge - BLACKINTON # B1160	$135.50	$83.00	$95.00
21	Battalion Chief Badge - BLACKINTON # B1160	$135.50	$83.00	$95.00
22	Division Chief Badge - BLACKINTON # B1160	$135.50	$83.00	$95.00
23	Assistant Chief Badge - BLACKINTON # B1160	$135.50	$83.00	$95.00
24	Deputy Chief Badge - BLACKINTON # B1160	$135.50	$83.00	$95.00
25	Chief Badge - BLACKINTON # B1160	$135.50	$83.00	$95.00
26	FAO Collar Brass Set - BLACKINTON A9427	$25.90	$24.00	$38.00
27	Sergeant Collar Brass Set - BLACKINTON A6223	$25.90	$24.00	$38.00
28	Lieutenant Collar Brass Set - BLACKINTON A2547	$60.50	$60.00	$86.00
29	Captain Collar Brass Set - BLACKINTON	$60.50	$60.00	$86.00
30	Battalion Chief Collar Brass Set - BLACKINTON	$60.50	$60.00	$86.00
31	Division Chief Collar Brass Set - BLACKINTON #A2547/A2907	$60.50	$60.00	$86.00
32	Deputy Chief Collar Brass Set - BLACKINTON #A2547/A2906	$60.50	$60.00	$86.00
33	Assistant Chief Brass Set - BLACKINTON #	$60.50	$60.00	$86.00
34	Chief Collar Brass Set - BLACKINTON #A2547/A2905	$60.50	$60.00	$86.00
35	Firefighter Cap Badge - BLACKINTON #A698	$25.90	$41.00	$19.00
36	FAO Cap Badge - BLACKINTON #A6864DE	$49.50	$41.00	$36.00
37	Sergeant Cap Badge - BLACKINTON #A12520	$41.00	$90.00	$36.00
38	Lieutenant Cap Badge - BLACKINTO #A21817DE	$82.00	$90.00	$72.00
39	Captain Cap Badge - BLACKINTON #A6197DE	$82.00	$90.00	$72.00
40	Battalion Chief Hat Badge - BLACKINTON A2816DE		$90.00	$72.00
41	Division Chief Badge - BLACKINTON #A2853DE		$90.00	$86.00
42	Deputy Chief Hat Badge - BLACKINTON #A1962DE		$90.00	$72.00
43	Assistant Chief Cap Badge - BLACKINTON #		$90.00	$72.00
44	Chief Capt Badge - BLACKINTON #A2815DE		$90.00	$86.00
45	Honor Guard Badge - BLACKINTON # B586		$140.00	$86.00
46	Honor Guard Hat Badge - BLACKINTON #C12571			$86.00

IFB #006-46 FIRE AND EMS UNIFORM SUPPLY ANNUAL CONTRACT SUMMATION OF BID PROPOSALS

Item #	Description	MES Service Company, LLC Sandy Hook, CT COST	Strongpoint, LLC Gainesville, GA COST	North American Fire Equipment Co., Inc. Decatur, AL COST
47	Honor Guard Membership Bar - BLACKINTON #B1942		$26.00	$18.00
48	Nameplates		$18.00	$20.00
49	Years of Service Maltese Cross Enamel Bars		$23.00	$14.00
50	Enamel Commendation Bars		$23.00	$18.00
	Clothing - No exceptions where noted			
	Class A Dress Pants - (men) Flying Cross			
51	List prices for sizes: 28-42	$62.95		$145.00
	List prices for oversizes: 44-58	$97.95		$145.00
	Class a Dress Pants - (women) Patriot			
52	List prices for sizes: 6-20	$62.95		$128.00
	List prices for oversizes: 22-24	$62.95		$128.00
53	Class A Dress Honor Guard Pants (made to measure)			
	List prices for sizes: 28-42	$159.95		$165.00
	Class A Dress Coat - (men) Flying Cross			
54	List prices for sizes: 34-46	$503.95		$440.00
	List prices for oversizes: 48-50	$503.95		$440.00
	List prices for oversizes: 52-54	$503.95		$440.00
	Class A Dress Coat - (women) Patriot			
55	List prices for sizes: 6-20	$537.95		$440.00
	List prices for oversizes: 22-24	$537.95		$440.00
56	Class A Dress Honor Guard Coat			
	List prices for sizes: 38-46	$750.00		$735.00
	Class A Dress Honor Guard Top Coat			
57	List prices for sizes: 38-46	$875.00		$295.00
	List prices for oversizes: 48-50	$875.00		$325.00
58	Honor Guard Shoulder Cord, 1/", 20", 22" adj.	$13.97		$35.00
59	Class A Dress Hat			
	XS -2 XL	$109.29		$80.00
60	Class A Honor Guard Hat			
	XS -2 XL	$109.29		$110.00
61	Chief's Hat with Flame Visor	$154.31		$150.00
	Dress Belt			
62	28-42	$23.90		$25.00
	44-54	$23.90		$27.00
63	Honor Guard Parade Belt			
	Even sizes 24-60			$98.00

IFB #006-46 FIRE AND EMS UNIFORM SUPPLY ANNUAL CONTRACT SUMMATION OF BID PROPOSALS

Item #	Description	MES Service Company, LLC Sandy Hook, CT COST	Strongpoint, LLC Gainesville, GA COST	North American Fire Equipment Co., Inc. Decatur, AL COST
64	Ties			
	4-in-Hand			
	List prices for men sizes: 18, 20, 22	$7.90		$7.00
	List prices women sizes: 14-16	$7.90		$7.00
65	Long Sleeve White Shirt - Flying Cross #45W6600 men / # 102W6600 ladies			
	List prices for men neck sizes: 14-17.5	$80.95		$69.00
	List prices for men neck sizes: 18.5-20	$80.95		$69.00
	List prices for women bust sizes: 30-44	$80.95		$69.00
	List prices for women bust sizes: 46-48	$80.95		$69.00
66	Short Sleeve White Shirt - Flying Cross #95R6600 men /			
	List prices for men - S - XL	$72.95		$60.00
	List prices for men 2XL - 4XL	$72.95		$60.00
	List prices for women bust sizes: 30-44	$72.95		$60.00
	List prices for women bust sizes: 46-48	$72.95		$60.00
67	Staff Non-Pleated Black Pant - Flying Cross 3900			
	List prices for sizes: 28-42	$57.95		$48.00
	List prices for oversizes: 44-52	$57.95		$48.00
	List price for women sizes: 2-20 even sizes	$57.95		$48.00
68	Physical Training shirts, NEXT LEVEL, s/s, Beefy T-shirt			
	S - XL	$8.00		$18.00
	2XL - 4XL	$8.00		$19.50
69	Fleece Beanie Hat in Navy Blue	$4.38		$10.00
70	Job Shirt - Tri-Mountain # 647 Alarm and # 644 React in Navy Blue			
	sizes: Small - 4X Large			
	Small - XL	$66.50		$60.00
	2XL - 4XL	$74.10		$65.00
	Large Tall 4XL	$83.60		$65.00
71	Boots - USBBK, Redback Only			
	List men full sizes: 4-15			$160.00
	List men half sizes: 5.5-12.5			$160.00
	List men wide width sizes: 15-16			$170.00
72	Thorogood Shoe Poromeric Academy Oxford #831-0631 (Class A)			
	List sizes: 3.5 - 12	$84.95		$75.00
	List sizes: 3.5 - 13-15	$84.95		$75.00
73	Thorogood Slip On Boots (Duty Boots)			
	List sizes: 4-12	$129.95		$115.00
	List sizes: 13-14	$129.95		$115.00
74	Thorogood Side Zip Boots #834-6218 (Recruit Boots)			
	List sizes: 4-12			$120.00

IFB #006-46 FIRE AND EMS UNIFORM SUPPLY ANNUAL CONTRACT SUMMATION OF BID PROPOSALS

		MES Service Company, LLC	Strongpoint, LLC	North American Fire Equipment Co., Inc.
		Sandy Hook, CT	Gainesville, GA	Decatur, AL
Item #	**Description**	**COST**	**COST**	**COST**
	List sizes: 13-15			$120.00
	Nomex Polo Shirt, Workrite #263TK-67-NB, s/s, in navy			
75	S-XL	$107.00		$115.00
	2XL	$107.00		$115.00
	Nomex Uniform Shirt, Workrite #705NX-45-NV, l/s in navy			
76	38-50	$158.00		$158.00
	52-54	$158.00		$158.00
	Nomex Uniform Shirt, Workrite #706NX-45-NV, l/s in navy			
77	S-XL	$184.00		$158.00
	2XL	$248.40		$158.00
78	Nomex Uniform Pant, Workrite #400-NX-75 Industrial or #402-NX-75 in navy			
	List prices for sizes: 28-42	$176.00		$147.00
	List prices for oversizes: 44-56	$200.97		$147.00
	Nomex Uniform Pant, Workrite #401-NX-75 in navy			
79	List prices for sizes: 2-20	$176.00		$147.00
	List prices for oversizes: 22-24	$237.60		$147.00
	Nomex Cargo Shorts, Workrite #425NX-60-NV in navy			
80	List prices for sizes: 28-42	$190.00		$148.00
	List prices for oversizes: 44-50	$256.50		$148.00
	Rescue Belt, Rescue Tech #703306, w/"V" ring			
81	Standard size	$50.00		$53.00
	Over Size	$55.00		$53.00
82	Firefighter Turnout Gear Bag, FIREARTH20-N-107-WH			$59.00
	Staff Short Sleeve Tactical Polo Shirt - Propper F534172			
83	List price for men sizes: XS-XL	$44.99	$40.00	$47.00
	List price for men size: 2XL - 6XL	$44.99	$40.00	$47.00
	Staff Long Sleeve Tactical Polo Shirt - Propper F5315			
84	List price for men sizes: XS-XL	$44.99	$50.00	$52.00
	List price for men size: 2XL - 6XL	$44.99	$50.00	$52.00
	Staff Short Sleeve Tactical Polo Shirt - UFX K5100			
85	List price for men sizes: S-XL	$54.03		$65.00
	List price for men size: 2XL - 4XL	$65.86		$65.00

IFB #006-46 FIRE AND EMS UNIFORM SUPPLY ANNUAL CONTRACT SUMMATION OF BID PROPOSALS

Item #	Description	MES Service Company, LLC Sandy Hook, CT COST	Strongpoint, LLC Gainesville, GA COST	North American Fire Equipment Co., Inc. Decatur, AL COST
86	Tactical Pants - Propper # F52550			
	List price for sizes: 28 -42	$49.99	$45.00	$46.00
	List price for sizes: 44-54	$49.99	$45.00	$46.00
87	Tactical Pants - Propper #F5252-50 (olive)			
	List price for sizes: 28 -42	$49.99	$45.00	$46.00
	List price for sizes: 44-54	$49.99	$45.00	$46.00
88	Propper Summerweight Tactical Pants #F52583C250			
	List price for sizes: 28 -42	$59.99	$55.00	$46.00
	List price for sizes: 44-54	$59.99	$55.00	$46.00
89	Rothco MA-1 Flight Jacket			
	List price for sizes: XS - L	$53.99	$54.00	$52.00
	List price for sizes: XL - 5X	$55.99	$54.00	$52.00
90	5.11 Responder Parka Fleece Liner			
	List price for sizes: XS - L	$110.00	$110.00	$110.00
	List price for sizes: XL - 4XL	$110.00	$110.00	$118.00
91	Flying Cross Half-Zip Job Shirt #F1 53000 86			
	List price for sizes: XS - XL	$71.95		$68.00
	list price for sizes: 2XL - 5XL	$71.95		$68.00
92	5.11 Job Shirt with Canvas 2.0 #72535			
	List price for sizes: XS - XL	$70.00	$63.00	$74.00
	list price for sizes: 2XL - 5XL	$81.00	$73.00	$84.00
93	5.11 Water-Repellant Job Shirt 2.0 #72537			
	List price for sizes: XS - XL	$90.00	$81.00	$87.00
	list price for sizes: 2XL - 6XL	$103.96	$94.00	$98.00
94	Propper Station 1/4 Zip Job Shirt #F5836			
	List price for sizes: XS - XL	$49.99	$45.00	$50.00
	list price for sizes: 2XL - 5XL	$49.99	$45.00	$50.00
95	Propper Edge Tec Polo			
	List price for sizes: XS - XL	$34.99	$32.00	$38.00
	List price for sizes: 2XL - 5XL	$34.99	$32.00	$38.00
96	Flying Cross Polo Shirt, Short Sleeve #F1 8500 LAPD Navy			
	List price for sizes: XS - XL	$106.95		$100.00
	List price for sizes: 2XL - 6XL	$106.95		$100.00
	Recruit Uniforms			
97	T-Shirt Hanes Beefy in Heather Grey			
	List price for sizes: Small-X Large	$9.06	$9.00	$18.00
	List price for size: 2XL - 3 XL	$11.82	$9.00	$19.50
	BDU Pant - Propper # F5201-38-405			

IFB #006-46 FIRE AND EMS UNIFORM SUPPLY ANNUAL CONTRACT SUMMATION OF BID PROPOSALS

Item #	Description	MES Service Company, LLC Sandy Hook, CT COST	Strongpoint, LLC Gainesville, GA COST	North American Fire Equipment Co., Inc. Decatur, AL COST
98	List price for sizes: Small-X Large	$34.99	$36.00	$35.00
	List price for sizes: 2X Large-3X Large	$34.99	$36.00	$35.00
99	AV-56121F, Alert vision 5 point breakaway vest			
	List Price for sizes L - 2XL			$55.00
100	Sweatshirt Crewneck - Recruit			
	List price for sizes: Small-X Large	$15.76		$28.00
	List price for size: 2XL - 3 XL	$15.76		$30.00
101	Physical Training Shorts - Recruit			
	List price for sizes: Small-X Large	$21.00		$16.00
	List price for sizes: 2X Large-3X Large	$24.16		$19.00
102	Physical Training Shorts - Recruit, Black			
	Sport-Tek Jersey Knit w/ poockets #St310-BLK-1290756			
	List price for sizes: XS - XL	$20.98		$22.00
	List price for sizes: 2XL - 4XL	$22.98		$24.00
103	Hem Pants	$4.00	$10.00	$5.00
104	Add patch to sleeve	$5.00	$5.00	$3.00
105	Add collar insignia	$3.50	$5.00	$6.00
106	Add badge emblem	$13.00	$5.00	$3.00
107	Add namestrip (if provided)	$7.00	$5.00	$6.00
108	Add velcro to namestrip	$7.50	$5.00	$4.00
109	Add 1 gold stripe	$18.00	$5.00	$9.50
110	Add 2 gold stripes	$26.00	$5.00	$13.94
111	Add 3 gold stripes	$34.00	$5.00	$18.59
112	Add 4 gold stripes	$42.00	$5.00	$23.23
113	Add 5 gold stripes	$50.00	$5.00	$27.87
114	Add 1 Maltese Cross	$1.50	$5.00	$4.45
115	Add 2 Maltese Crosses	$3.00	$5.00	$4.95
116	Add 3 Maltese Crosses	$4.50	$5.00	$5.45
117	Add 4 Maltese Crosses	$6.00	$5.00	$5.95
118	Add 5 Maltese Crosses	$7.50	$5.00	$6.45
119	Add 6 Maltese Crosses	$9.00	$5.00	$6.95
120	Add 7 Maltese Crosses	$10.50	$5.00	$7.45
121	Add 8 Maltese Crosses	$12.00	$5.00	$7.95
122	Add 9 Maltese Crosses	$13.50	$5.00	$8.45
123	Add 10 Maltese Crosses	$15.00	$5.00	$8.95
124	5.11 Responder Parka - black #48063-019			
	S-XL	$219.00	$171.00	$185.00
	2XL-4XL	$219.00	$197.00	$195.00
125	Flexfit Cap with HCFS logo, #6580-NV			
	S/M, L/XL	$12.30		$18.00
126	Richard 112 Cap with HCFS logo #112			

IFB #006-46 FIRE AND EMS UNIFORM SUPPLY ANNUAL CONTRACT SUMMATION OF BID PROPOSALS

Item #	Description	MES Service Company, LLC Sandy Hook, CT COST	Strongpoint, LLC Gainesville, GA COST	North American Fire Equipment Co., Inc. Decatur, AL COST
126	one size	$14.00		$18.00
	Items on Addendum #001			
127	Workrite Nomex Men's Short Sleeve Uniform Shirt, #720NX-45			
	Sizes: S - XL	$158.00		$147.00
	Sizes: 2X+	$213.00		$147.00
128	Workrite Nomex Women's Short Sleeve Uniform Shirt, #701NMX-45-NV			
	Sizes: S - XL	$158.00		$147.00
	Sizes: 2X+	$213.00		$147.00
129	Elbeco, Shield Flextech Quarter Zip Job Shirt, 100% Polyester, Midnight Navy, #T3774			
	Sixes: XS - XL	$74.55		$68.00
	Sizes: 2XL - 5XL	$81.35		$68.00
130	Elbeco, Shield Self Collar Job Shirt, 82% Cotton / 18% Polyester Heavywieght Fleece, Midnight Navy, #37430			
	Sixes: XS - XL	$69.35		$70.00
	Sizes: 2XL - 5XL	$76.30		$70.00

SUBSTITUTED ITEM IN YELLOW

BUDGET AMOUNT: CONTRACT
TOTAL AMOUNT: annual contract

BIDS MAILED: 14 (H- 2)
BIDS RECEIVED: 3 (H-1)
No Bids: 0

Department: Fire Rescue

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Penick

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

CONTRACT EXECUTION SIGNATURE REQUEST

Date: April 25, 2025

To: David Gibbs, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 006-46

Bid/Contract Name: Fire and EMS Uniform Supply Annual Contract

Department(s) Requesting Contract: Fire Rescue

Award Recipient Name: MES Service Company, LLC, Strongpoint, LLC and North America Fire Equipment Co., Inc.

Contract Description:

☒ Annual Contract ☒ New ☐ Renewal

FY 2025 Projected Spend: $319,745

☐ Price Increase Requested Increase Percentage: 0%

☐ Project/Service Contract FY 2026 Estimated Amount: $0

☒ Product Contract Estimated Amount: $326,139

Comment:

Year one (1) of a possible five (5) year contract.
Fire Rescue has requested that this contract be awarded to the three (3) vendors above to provide better availability of items and pricing with a pool of vendors from which to choose. MES Service Company, LLC, Strongpoint, LLC and North America Fire Equipment Co. Inc are all current vendors with the County and are all in good standing as well.
The FY 2026 Estimated amount has been reviewed against the projected FY 2026 budget by Finance.

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Penick

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT #006-46

For the provision of

Fire & EMS Uniform Supply Annual Contract

ARTICLE #101 – INTRODUCTION

This Contract for Fire & EMS Uniform Supply Annual Contract (hereinafter "Services") as entered into on_____ and with a limited term from July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and MES Service Company, LLC, located at 12 Turnberry Ln 2nd FL, Sandy Hook, CT 06482 (hereinafter "Contractor").

WHEREAS 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 Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors into a partner, employee, or agent of the County, nor shall either Party to this Contract have any authority to bind the other in any respect.

WHEREAS the Contractor represents that it complies with the State of Georgia requirements for corporations and has signified a willingness to provide Services to the County and the County has relied on such representation; and,

WHEREAS the Parties mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

WHEREAS this contract will become legally binding upon signature by both Parties; and,

WHEREAS any attached documents, plans, exhibits, attachments, or references are all incorporated herein by reference, and

NOW, THEREFORE and in consideration of the mutual promises, terms, conditions, covenants, and agreements made as expressed and contained herein, or attached, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.
C. **Price Escalation Clause.** Contractor may request up to, but no more than, a three percent (3%) price escalation adjustment to this contract at each time of contract renewal.

ARTICLE #103 – NOTICES

To the extent that either Party to this Contract is 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
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 INFORMATION

Name: Ward Petrie

Title: SVP Finance

Company Name: MES Service Company,LLC

Physical Address: 12 Turnberry Ln, 2nd Floor

City, State, ZIP: Sandy Hook CT 06482

Email: wpetrie@mesfire.com

Phone: 203 364 0620

REMIT TO ADDRESS (if different):
PO Box 851792
Minneapolis, MN 94104-1207

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

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION

This Contract may only be modified, amended, or changed in writing and fully executed by both Parties hereto. This Contract 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance**. Any failure or delay must be beyond the reasonable 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.

Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS*.

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such Contractors. Contractor shall not engage in any act that will interfere with the performance of work by any other Contractor(s).

ARTICLE #108 – TERMINATION PROVISIONS

The County may terminate this Contract by providing thirty (30) days written notice to the Contractor at any time. Should the County 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) days' written notice, the County 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 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 expressed warranties made by the Contractor.
2. The County determines that Contractor's unsatisfactory performance substantially endangers completion 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the non-breaching Party may:

1. Immediately terminate the Contract for default without additional written notice; and/or,
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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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 subcontractors 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 BONDS.

F. Payment Limitation in Event of Termination. In the event of termination of the Contract for any reason by County, 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. Contractor's Termination Duties. Upon receipt of a 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 use 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.
5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

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 expressed written consent of the County.

ARTICLE #111 – USE OF THIRD PARTIES (SUBCONTRACTORS)

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 subcontractors, if allowed in writing by the County. Any Contract with a subcontractor must also preserve the rights of the County.

ARTICLE #112 – 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 #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

The County shall not be bound by any terms and conditions included in any Contractor's sales-orders, 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.

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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County as quickly as possible. In the event of such replacement, Contractor shall (i) notify County of any resulting replacement, (ii) introduce the individual serving as the replacement to County, and/or (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 shall be final, and Contractor will remove the 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 approval.

C. Contractor agrees to obtain prior written approval from the County for the use of subcontractors to provide the Services described in Scope of Work prior to subcontractor's performance of work.

ARTICLE #118 – INSURANCE REQUIREMENTS

The Contractor must procure and maintain insurance policies at the Contractor's own expense and must furnish the County with a certificate of insurance (COI) providing evidence of proof of coverage at least in the amounts indicated in this subsection. The

COI must list "Hall County, Georgia" as the certificate holder and as an additional insured under the commercial general, automobile, and umbrella liability policies as follows: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein throughout the duration of the Contract. The Contractor must maintain the following insurance coverage during the term of the Contract, in at least the minimum amounts set forth below, to cover all loss and liability for damages or destruction of property caused by or arising from any and all services carried on and any and all work performed by the Contractor pursuant to this Contract:

Workers Compensation Insurance: Required for all contracts.

- $500,000 Bodily Injury by Accident – Each Accident
- $500,000 Bodily Injury by Disease – Each Disease
- $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. 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.

- $2,000,000 General Aggregate
- $2,000,000 Products & Completed Operations Aggregate
- $1,000,000 Each Occurrence
- $1,000,000 Personal & Advertising Injury
- $500,000 Damages to Premises/Fire/Legal
- $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.

- $1,000,000 Combined Single Limit Or $500,000 per Person/$1,000,000 per Occurrence
- $100,000 Property Damage
- $1,000 for Medical Payments (no fault coverage)

Additional Provisions:

- Uninsured motorist's coverage should be equal to the per occurrence limit except for contracts with other governmental entities.
- Coverage shall be included for any owned, leased, hired, or non-owned autos.
- 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.
$1,000,000 per Occurrence

Additional Provisions: Required for all contracts.

- Underlying coverage shall be General Liability, Automobile Liability, and Employers Liability (Workers Compensation).
- Minimum limit of $5,000,000 per occurrence for all contracts over $1,000,000 or involving any special risks or high hazard activities.
- Minimum limit of $5,000,000 for automobile coverage for any transportation contracts involving seniors, special education, transit services, students, or youths.
- Concurrent policy dates with primary liability policies except for workers compensation.
- Coverage on a direct basis to ensure coverage consistency and additional protections are made for Hall County BOC.

ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from 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 Work shall remain in effect from the NTP date 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 pursuant to *ARTICLE #106 – CONTRACT AMENDMENTS AND 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 – NOTICES* shall issue a written Notice to Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), the County reserves the right to delay or deny payment pursuant to this *ARTICLE* or terminate the Contract pursuant to *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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – Not applicable for this contract

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 for this contact
(Required for construction, renovation, and repair projects)
The County will retain and withhold funds from compensation in compliance with Georgia law. The 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) from any subcontractor 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:

1. Any amendments to the Contract, including all exhibits thereto.
2. The Contract itself, including all exhibits thereto.
3. Attachments appended to the Contract.
4. All other Contract 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

ARTICLE #130 – SALES TAX EXEMPTION STATUS

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

ARTICLE #131 – 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, 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 Contract.

ARTICLE #132 – NOT A JOINT VENTURE

The County shall not be bound by any terms and conditions included in any Contractor 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 the addition to the terms and conditions contained herein.

ARTICLE #133 – 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 Supplier's terms and conditions or service level agreements.
4. 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", "consultant", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 Supplier shall transfer and deliver all goods or services described on the respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective PO and within the Scope of Work and the Supplier's bid response.
11. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written PO or a Change Order of such.
12. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
13. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or specifications set forth in a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. No right or interest in the contract shall be assigned by the Supplier without written permission of the County, and no delegation of any obligation owed or of the

performance of any obligation by the Supplier shall be made without the written permission of the County. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This issuance of a 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.
29. All goods and services supplied pursuant to a PO shall, unless otherwise noted, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and the terms, conditions, and specifications of the bid solicitation are incorporated herein by reference and made a part hereof.
30. Any and all media production, recordings, videos, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a PO is issued with 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.
33. 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.
34. The Supplier certifies that it and any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, State of Georgia, or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
35. The Supplier certifies that it is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
36. Goods are Free-On-Board (F.O.B.) destination unless otherwise denoted. Freight, shipping, and delivery shall be pre-paid and added to the invoice as a separate line item.
37. The County does not pay late fees nor interest charges.
38. The Supplier shall charge the County the exact amount of freight, delivery, handling, and insurance charges the Supplier incurs.
39. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier.
40. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

IN WITNESS WHEREOF, said Parties have hereunto affixed their signatures and seals on the day, month, and year below. Bidder must print their company's full legal company name as it appears on their W-9 form below:

Print Company's Full Legal Name Below:

MES Service Company, LLC

By: Ward Petrie

Print Name: Ward Petrie

Title: SVP Finance

Sworn to and subscribed before me this

23rd Day of April, 2025.

Notary Public

Notary commission expires: FEBRUARY 28, 2029

[affix notary seal or stamp]

TINAMARIE CAMPOLO
NOTARY PUBLIC
MY COMM. EXP. 02/28/2029
CONNECTICUT

TINAMARIE CAMPOLO
Notary Public, State of Connecticut
My Commission Expires Feb. 28, 2029

NOTARY NO: 0166220

HALL COUNTY, GEORGIA

By: _____
David Gibbs, Chairman
Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Penick

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT #006-46

For the provision of

Fire & EMS Uniform Supply Annual Contract

ARTICLE #101 – INTRODUCTION

This Contract for Fire & EMS Uniform Supply Annual Contract (hereinafter "Services") as entered into on_____ and with a limited term from July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Strongpoint, LLC, located at 2365 Monroe Dr. Unit A, Gainesville, GA 30507 (hereinafter "Contractor").

WHEREAS 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 Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors into a partner, employee, or agent of the County, nor shall either Party to this Contract have any authority to bind the other in any respect.

WHEREAS the Contractor represents that it complies with the State of Georgia requirements for corporations and has signified a willingness to provide Services to the County and the County has relied on such representation; and,

WHEREAS the Parties mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

WHEREAS this contract will become legally binding upon signature by both Parties; and,

WHEREAS any attached documents, plans, exhibits, attachments, or references are all incorporated herein by reference, and

NOW, THEREFORE and in consideration of the mutual promises, terms, conditions, covenants, and agreements made as expressed and contained herein, or attached, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.
C. **Price Escalation Clause**. Contractor may request up to, but no more than, a three percent (3%) price escalation adjustment to this contract at each time of contract renewal.

ARTICLE #103 – NOTICES

To the extent that either Party to this Contract is 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
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 INFORMATION

Name: Michael Haefele
Title: Owner
Company Name: Strongpoint, LLC
Physical Address: 2365 Monroe Dr. Unit A
City, State, ZIP: Gainesville, GA 30507
Email: strongpointapparel@gmail.com
Phone: 470-252-5818

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

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION

This Contract may only be modified, amended, or changed in writing and fully executed by both Parties hereto. This Contract 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable 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.

Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS.*

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such Contractors. Contractor shall not engage in any act that will interfere with the performance of work by any other Contractor(s).

ARTICLE #108 – TERMINATION PROVISIONS

The County may terminate this Contract by providing thirty (30) days written notice to the Contractor at any time. Should the County 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) days' written notice, the County 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 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 expressed warranties made by the Contractor.
2. The County determines that Contractor's unsatisfactory performance substantially endangers completion 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the non-breaching Party may:

1. Immediately terminate the Contract for default without additional written notice; and/or,
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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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 subcontractors 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 BONDS.

F. **Payment Limitation in Event of Termination.** In the event of termination of the Contract for any reason by County, 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. **Contractor's Termination Duties.** Upon receipt of a 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 use 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.
5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

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 expressed written consent of the County.

ARTICLE #111 – USE OF THIRD PARTIES (SUBCONTRACTORS)

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 subcontractors, if allowed in writing by the County. Any Contract with a subcontractor must also preserve the rights of the County.

ARTICLE #112 – 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 #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

The County shall not be bound by any terms and conditions included in any Contractor's sales-orders, 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.

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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County as quickly as possible. In the event of such replacement, Contractor shall (i) notify County of any resulting replacement, (ii) introduce the individual serving as the replacement to County, and/or (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 shall be final, and Contractor will remove the 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 approval.

C. Contractor agrees to obtain prior written approval from the County for the use of subcontractors to provide the Services described in Scope of Work prior to subcontractor's performance of work.

ARTICLE #118 – INSURANCE REQUIREMENTS

The Contractor must procure and maintain insurance policies at the Contractor's own expense and must furnish the County with a certificate of insurance (COI) providing evidence of proof of coverage at least in the amounts indicated in this subsection. The

COI must list "Hall County, Georgia" as the certificate holder and as an additional insured under the commercial general, automobile, and umbrella liability policies as follows: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein throughout the duration of the Contract. The Contractor must maintain the following insurance coverage during the term of the Contract, in at least the minimum amounts set forth below, to cover all loss and liability for damages or destruction of property caused by or arising from any and all services carried on and any and all work performed by the Contractor pursuant to this Contract:

Workers Compensation Insurance: Required for all contracts.

- $500,000 Bodily Injury by Accident – Each Accident
- $500,000 Bodily Injury by Disease – Each Disease
- $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. 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.

- $2,000,000 General Aggregate
- $2,000,000 Products & Completed Operations Aggregate
- $1,000,000 Each Occurrence
- $1,000,000 Personal & Advertising Injury
- $500,000 Damages to Premises/Fire/Legal
- $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.

- $1,000,000 Combined Single Limit Or $500,000 per Person/$1,000,000 per Occurrence
- $100,000 Property Damage
- $1,000 for Medical Payments (no fault coverage)

Additional Provisions:

- Uninsured motorist's coverage should be equal to the per occurrence limit except for contracts with other governmental entities.
- Coverage shall be included for any owned, leased, hired, or non-owned autos.
- 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.
$1,000,000 per Occurrence

Additional Provisions: Required for all contracts.

- Underlying coverage shall be General Liability, Automobile Liability, and Employers Liability (Workers Compensation).
- Minimum limit of $5,000,000 per occurrence for all contracts over $1,000,000 or involving any special risks or high hazard activities.
- Minimum limit of $5,000,000 for automobile coverage for any transportation contracts involving seniors, special education, transit services, students, or youths.
- Concurrent policy dates with primary liability policies except for workers compensation.
- Coverage on a direct basis to ensure coverage consistency and additional protections are made for Hall County BOC.

ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from 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 Work shall remain in effect from the NTP date 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 pursuant to *ARTICLE #106 – CONTRACT AMENDMENTS AND 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 – NOTICES* shall issue a written Notice to Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), the County reserves the right to delay or deny payment pursuant to this *ARTICLE* or terminate the Contract pursuant to *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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – Not applicable for this contract

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 for this contact
(Required for construction, renovation, and repair projects)
The County will retain and withhold funds from compensation in compliance with Georgia law. The 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) from any subcontractor 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:

1. Any amendments to the Contract, including all exhibits thereto.
2. The Contract itself, including all exhibits thereto.
3. Attachments appended to the Contract.
4. All other Contract 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

ARTICLE #130 – SALES TAX EXEMPTION STATUS

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

ARTICLE #131 – 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, 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 Contract.

ARTICLE #132 – NOT A JOINT VENTURE

The County shall not be bound by any terms and conditions included in any Contractor 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 the addition to the terms and conditions contained herein.

ARTICLE #133 – 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 Supplier's terms and conditions or service level agreements.
4. 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", "consultant", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 Supplier shall transfer and deliver all goods or services described on the respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective PO and within the Scope of Work and the Supplier's bid response.
11. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written PO or a Change Order of such.
12. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
13. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or specifications set forth in a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. No right or interest in the contract shall be assigned by the Supplier without written permission of the County, and no delegation of any obligation owed or of the

performance of any obligation by the Supplier shall be made without the written permission of the County. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This issuance of a 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.
29. All goods and services supplied pursuant to a PO shall, unless otherwise noted, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and the terms, conditions, and specifications of the bid solicitation are incorporated herein by reference and made a part hereof.
30. Any and all media production, recordings, videos, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a PO is issued with 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.
33. 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.
34. The Supplier certifies that it and any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, State of Georgia, or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
35. The Supplier certifies that it is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
36. Goods are Free-On-Board (F.O.B.) destination unless otherwise denoted. Freight, shipping, and delivery shall be pre-paid and added to the invoice as a separate line item.
37. The County does not pay late fees nor interest charges.
38. The Supplier shall charge the County the exact amount of freight, delivery, handling, and insurance charges the Supplier incurs.
39. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier.
40. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

IN WITNESS WHEREOF, said Parties have hereunto affixed their signatures and seals on the day, month, and year below. Bidder must print their company's full legal company name as it appears on their W-9 form below:

Print Company's Full Legal Name Below:

Strongpoint, LLC

By: _____

Print Name: Michael Haefele

Title: Owner

Sworn to and subscribed before me this

24th Day of April, 2025.

Notary Public: _____

Notary commission expires: 7/27/26

[Locus Sigilli – Seal or Stamp]

KELLY W OLSON
NOTARY PUBLIC
HALL COUNTY, GA
MY COMMISSION EXPIRES
JULY 27 2026

HALL COUNTY, GEORGIA

By: _____

David Gibbs, Chairman
Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Penick

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT #006-46

For the provision of

Fire & EMS Uniform Supply Annual Contract

ARTICLE #101 – INTRODUCTION

This Contract for Fire & EMS Uniform Supply Annual Contract (hereinafter "Services") as entered into on 4-17-25 and with a limited term from July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and North America Fire Equipment Co., Inc. (NAFECO), located at 715 Park N Blvd, Ste 120, Clarkston, GA 30021 (hereinafter "Contractor").

WHEREAS 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 Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors into a partner, employee, or agent of the County, nor shall either Party to this Contract have any authority to bind the other in any respect.

WHEREAS the Contractor represents that it complies with the State of Georgia requirements for corporations and has signified a willingness to provide Services to the County and the County has relied on such representation; and,

WHEREAS the Parties mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

WHEREAS this contract will become legally binding upon signature by both Parties; and,

WHEREAS any attached documents, plans, exhibits, attachments, or references are all incorporated herein by reference, and

NOW, THEREFORE and in consideration of the mutual promises, terms, conditions, covenants, and agreements made as expressed and contained herein, or attached, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.
C. **Price Escalation Clause**. Contractor may request up to, but no more than, a three percent (3%) price escalation adjustment to this contract at each time of contract renewal.

ARTICLE #103 – NOTICES

To the extent that either Party to this Contract is 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
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 INFORMATION

Name: Ronald Woodall

Title: Vice President

Company Name: North America Fire Equipment Co., Inc. (NAFECO)

Physical Address: 715 Park N Blvd, Ste 120

City, State, ZIP: Clarkston, GA 30021

Email: ronald.woodall@nafeco.com

Phone: 800-628-6233

REMIT TO ADDRESS (if different):
PO Box 2928, Decatur, AL 35602

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

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION

This Contract may only be modified, amended, or changed in writing and fully executed by both Parties hereto. This Contract 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable 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.

Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS.*

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such Contractors. Contractor shall not engage in any act that will interfere with the performance of work by any other Contractor(s).

ARTICLE #108 – TERMINATION PROVISIONS

The County may terminate this Contract by providing thirty (30) days written notice to the Contractor at any time. Should the County 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) days' written notice, the County 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 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 expressed warranties made by the Contractor.
2. The County determines that Contractor's unsatisfactory performance substantially endangers completion 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the non-breaching Party may:

1. Immediately terminate the Contract for default without additional written notice; and/or,
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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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 subcontractors 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 BONDS.

F. **Payment Limitation in Event of Termination.** In the event of termination of the Contract for any reason by County, 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. **Contractor's Termination Duties.** Upon receipt of a 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 use 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.
5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

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 expressed written consent of the County.

ARTICLE #111 – USE OF THIRD PARTIES (SUBCONTRACTORS)

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 subcontractors, if allowed in writing by the County. Any Contract with a subcontractor must also preserve the rights of the County.

ARTICLE #112 – 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 #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

The County shall not be bound by any terms and conditions included in any Contractor's sales-orders, 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.

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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County as quickly as possible. In the event of such replacement, Contractor shall (i) notify County of any resulting replacement, (ii) introduce the individual serving as the replacement to County, and/or (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 shall be final, and Contractor will remove the 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 approval.

C. Contractor agrees to obtain prior written approval from the County for the use of subcontractors to provide the Services described in Scope of Work prior to subcontractor's performance of work.

ARTICLE #118 – INSURANCE REQUIREMENTS

The Contractor must procure and maintain insurance policies at the Contractor's own expense and must furnish the County with a certificate of insurance (COI) providing evidence of proof of coverage at least in the amounts indicated in this subsection. The

COI must list "Hall County, Georgia" as the certificate holder and as an additional insured under the commercial general, automobile, and umbrella liability policies as follows: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein throughout the duration of the Contract. The Contractor must maintain the following insurance coverage during the term of the Contract, in at least the minimum amounts set forth below, to cover all loss and liability for damages or destruction of property caused by or arising from any and all services carried on and any and all work performed by the Contractor pursuant to this Contract:

Workers Compensation Insurance: Required for all contracts.

- $500,000 Bodily Injury by Accident – Each Accident
- $500,000 Bodily Injury by Disease – Each Disease
- $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. 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.

- $2,000,000 General Aggregate
- $2,000,000 Products & Completed Operations Aggregate
- $1,000,000 Each Occurrence
- $1,000,000 Personal & Advertising Injury
- $500,000 Damages to Premises/Fire/Legal
- $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.

- $1,000,000 Combined Single Limit Or $500,000 per Person/$1,000,000 per Occurrence
- $100,000 Property Damage
- $1,000 for Medical Payments (no fault coverage)

Additional Provisions:

- Uninsured motorist's coverage should be equal to the per occurrence limit except for contracts with other governmental entities.
- Coverage shall be included for any owned, leased, hired, or non-owned autos.
- 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.
$1,000,000 per Occurrence

Additional Provisions: Required for all contracts.

- Underlying coverage shall be General Liability, Automobile Liability, and Employers Liability (Workers Compensation).
- Minimum limit of $5,000,000 per occurrence for all contracts over $1,000,000 or involving any special risks or high hazard activities.
- Minimum limit of $5,000,000 for automobile coverage for any transportation contracts involving seniors, special education, transit services, students, or youths.
- Concurrent policy dates with primary liability policies except for workers compensation.
- Coverage on a direct basis to ensure coverage consistency and additional protections are made for Hall County BOC.

ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from 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 Work shall remain in effect from the NTP date 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 pursuant to *ARTICLE #106 – CONTRACT AMENDMENTS AND 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 – NOTICES* shall issue a written Notice to Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), the County reserves the right to delay or deny payment pursuant to this *ARTICLE* or terminate the Contract pursuant to *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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – Not applicable for this contract

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 for this contact

(Required for construction, renovation, and repair projects)

The County will retain and withhold funds from compensation in compliance with Georgia law. The 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) from any subcontractor 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:

1. Any amendments to the Contract, including all exhibits thereto.
2. The Contract itself, including all exhibits thereto.
3. Attachments appended to the Contract.
4. All other Contract 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

ARTICLE #130 – SALES TAX EXEMPTION STATUS

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

ARTICLE #131 – 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, 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 Contract.

ARTICLE #132 – NOT A JOINT VENTURE

The County shall not be bound by any terms and conditions included in any Contractor 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 the addition to the terms and conditions contained herein.

ARTICLE #133 – 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 Supplier's terms and conditions or service level agreements.
4. 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", "consultant", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 Supplier shall transfer and deliver all goods or services described on the respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective PO and within the Scope of Work and the Supplier's bid response.
11. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written PO or a Change Order of such.
12. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
13. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or specifications set forth in a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. No right or interest in the contract shall be assigned by the Supplier without written permission of the County, and no delegation of any obligation owed or of the

performance of any obligation by the Supplier shall be made without the written permission of the County. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This issuance of a 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.
29. All goods and services supplied pursuant to a PO shall, unless otherwise noted, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and the terms, conditions, and specifications of the bid solicitation are incorporated herein by reference and made a part hereof.
30. Any and all media production, recordings, videos, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a PO is issued with 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.
33. 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.
34. The Supplier certifies that it and any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, State of Georgia, or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
35. The Supplier certifies that it is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
36. Goods are Free-On-Board (F.O.B.) destination unless otherwise denoted. Freight, shipping, and delivery shall be pre-paid and added to the invoice as a separate line item.
37. The County does not pay late fees nor interest charges.
38. The Supplier shall charge the County the exact amount of freight, delivery, handling, and insurance charges the Supplier incurs.
39. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier.
40. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

IN WITNESS WHEREOF, said Parties have hereunto affixed their signatures and seals on the day, month, and year below. Bidder must print their company's full legal company name as it appears on their W-9 form below:

Print Company's Full Legal Name Below:

North America Fire Equipment Co., Inc. (NAFECO)

By: Ronald Woodall

Print Name: Ronald Woodall

Title: Vice President

Sworn to and subscribed before me this

17 Day of April, 2025.

Notary Public: Rhonda Sanders

Notary commission expires: 6/30/26

[Locus Sigilli – Seal or Stamp]

HALL COUNTY, GEORGIA

By: _____
David Gibbs, Chairman
Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

EXHIBIT C - Mandatory Cost Proposal Worksheet
IFB #006-46 Fire & EMS Uniform Supply Annual Contact

Company Name: North America Fire Equipment Co., Inc. (NAFECO)

Bidder's Name: Ronald Woodall

Signature: Ronald Woodall

Date: 4-17-25

Item #	Description	COST
1	<u>Patches</u>	
2	Georgia Smoke Diver Patch	$2.00
3	Honor Guard Patch	$2.75
4	Embroidered Collar Disc Patch - Chief (Gold)	$1.00
5	Embroidered Collar Disc Patch - Assistant / Deputy Chief (Gold)	$1.00
6	Embroidered Collar Disc Patch -Division Chief (Gold)	$1.00
7	Embroidered Collar Disc Patch -Captain / Battalion Chief (Gold)	$1.00
8	Embroidered Collar Disc Patch - Lieutenant(Silver & Gold)	$1.00
9	Embroidered Collar Disc Patch - Sergeant (Silver & Gold)	$1.00
10	Embroidered Collar Disc Patch - FAO (Silver)	$1.00
11	Embroidered Paramedic Patch	$2.00
12	Embroidered EMT Patch	$2.00
13	Sew-On Namestrip (Uniform & Job shirt)	$6.00
14	New Badge Patch (Silver& Gold)	$2.75
15	Challenge Coin size 1.75", round	$15.00
16	Fire Rescue County Patch	$2.50
17	Heat Transfer Patch for 5.11	$2.00
18	Hall County Embroidery on Polo Shirts / Job Shirts	$7.00
	<u>Badges and Bars</u>	
19	Firefighter Badge - BLACKINTON # B547	$70.00
20	FAO Badge - BLACKTON #B547	$70.00
21	Sergent Badge - BLACKINTON # B547	$70.00
22	Lieutenant Badge - BLACKINTON # B1160	$95.00
23	Captain Badge - BLACKINTON # B1160	$95.00
24	Battalion Chief Badge - BLACKINTON # B1160	$95.00
25	Division Chief Badge - BLACKINTON # B1160	$95.00
26	Assistant Chief Badge - BLACKINTON # B1160	$95.00
27	Deputy Chief Badge - BLACKINTON # B1160	$95.00
28	Chief Badge - BLACKINTON # B1160	$95.00
29	FAO Collar Brass Set - BLACKINTON A9427	$38.00 set of 2
30	Sergeant Collar Brass Set - BLACKINTON A6223	$38.00 set of 2
31	Lieutenant Collar Brass Set - BLACKINTON A2547	$86.00 set of 2
32	Captain Collar Brass Set - BLACKINTON	$86.00 set of 2
33	Battalion Chief Collar Brass Set - BLACKINTON	$86.00 set of 2
34	Division Chief Collar Brass Set - BLACKINTON #A2547/A2907	$86.00 set of 2

35	Deputy Chief Collar Brass Set - BLACKINTON #A2547/A2906	$86.00 set of 2
36	Assistant Chief Brass Set - BLACKINTON #	$86.00 set of 2
37	Chief Collar Brass Set - BLACKINTON #A2547/A2905	$86.00 set of 2
38	Firefighter Cap Badge - BLACKINTON #A698	$19.00
39	FAO Cap Badge - BLACKINTON #A6864DE	$36.00
40	Sergeant Cap Badge - BLACKINTON #A12520	$36.00
41	Lieutenant Cap Badge - BLACKINTO #A21817DE	$72.00
42	Captain Cap Badge - BLACKINTON #A6197DE	$72.00
43	Battalion Chief Hat Badge - BLACKINTON A2816DE	$72.00
44	Division Chief Badge - BLACKINTON #A2853DE	$86.00
45	Deputy Chief Hat Badge - BLACKINTON #A1962DE	$72.00
46	Assistant Chief Cap Badge - BLACKINTON #	$72.00
47	Chief Capt Badge - BLACKINTON #A2815DE	$86.00
48	Honor Guard Badge - BLACKINTON # B586	$86.00
49	Honor Guard Hat Badge - BLACKINTON #C12571	$86.00
50	Honor Guard Membership Bar - BLACKINTON #B1942	$18.00
51	Nameplates	$20.00
52	Years of Service Maltese Cross Enamel Bars	$14.00
53	Enamel Commendation Bars	$18.00
	Clothing - No exceptions where noted	
54	Class A Dress Pants - (men) Flying Cross	
	List prices for sizes: 28-42	$145.00
	List prices for oversizes: 44-58	$145.00
55	Class a Dress Pants - (women) Patriot	
	List prices for sizes: 6-20	$128.00
	List prices for oversizes: 22-24	$128.00
56	Class A Dress Honor Guard Pants (made to measure)	
	List prices for sizes: 28-42	$165.00
57	Class A Dress Coat - (men) Flying Cross	
	List prices for sizes: 34-46	$440.00
	List prices for oversizes: 48-50	$440.00
	List prices for oversizes: 52-54	$440.00
58	Class A Dress Coat - (women) Patriot (*Substitute Flying Cross Women's Single Breasted	
	List prices for sizes: 6-20 Coat 4800SDC)	$440.00
	List prices for oversizes: 22-24	$440.00
59	Class A Dress Honor Guard Coat	
	List prices for sizes: 38-46	$735.00

60	Class A Dress Honor Guard Topcoat	
	List prices for sizes: 38-46	$295.00
	List prices for oversizes: 48-50	$325.00
61	Honor Guard Shoulder Cord, 1/", 20", 22" adj.	$35.00
62	Class A Dress Hat	
	XS -2 XL	$80.00
63	Class A Honor Guard Hat	
	XS -2 XL	$110.00
64	Chief's Hat with Flame Visor	$150.00
65	Dress Belt	
	28-42	$25.00
	44-54	$27.00
66	Honor Guard Parade Belt	
	Even sizes 24-60	$98.00
67	Ties	
	4-in-Hand	
	List prices for men sizes: 18, 20, 22	$7.00
	List prices women sizes: 14-16	$7.00
68	Long Sleeve White Shirt - Flying Cross #45W6600 men / # 102W6600 ladies	
	List prices for men neck sizes: 14-17.5	$69.00
	List prices for men neck sizes: 18.5-20	$69.00
	List prices for women bust sizes: 30-44	$69.00
	List prices for women bust sizes: 46-48	$69.00
69	Short Sleeve White Shirt - Flying Cross #95R6600 men / #152R6600 women	
	List prices for men - S - XL	$60.00
	List prices for men 2XL - 4XL	$60.00
	List prices for women bust sizes: 30-44	$60.00
	List prices for women bust sizes: 46-48	$60.00

70	Staff Non-Pleated Black Pant - Flying Cross 3900	
	List prices for sizes: 28-42	$48.00
	List prices for oversizes: 44-52	$48.00
	List price for women sizes: 2-20 even sizes	$48.00
71	Physical Training shirts, NEXT LEVEL, s/s, Beefy T-shirt	
	S - XL	$18.00
	2XL - 4XL	$19.50
72	Fleece Beanie Hat in Navy Blue	$10.00
73	Job Shirt - Tri-Mountain # 647 Alarm and # 644 React in Navy Blue	
	sizes: Small - 4X Large (*Tri-Mnt is closed replacement Tact Squad Job	Shirt 2005N)
	Small - XL	$60.00
	2XL - 4XL	$65.00
	Large Tall 4XL	$65.00
74	Boots - USBBK, Redback Only	
	List men full sizes: 4-15	$160.00
	List men half sizes: 5.5-12.5	$160.00
	List men wide width sizes: 15-16	$170.00
75	Thorogood Shoe Poromeric Academy Oxford #831-0631 (Class A)	
	List sizes: 3.5 - 12	$75.00
	List sizes: 3.5 - 13-15	$75.00
76	Thorogood Slip On Boots (Duty Boots)	
	List sizes: 4-12	$115.00
	List sizes: 13-14	$115.00
77	Thorogood Side Zip Boots #834-6218 (Recruit Boots)	
	List sizes: 4-12	$120.00
	List sizes: 13-15	$120.00
78	Nomex Polo Shirt, Workrite #263TK-67-NB, s/s, in navy	
	S-XL	$115.00
	2XL	$115.00
79	Nomex Uniform Shirt, Workrite #705NX-45-NV, l/s in navy	
	38-50	$158.00
	52-54	$158.00

80	Nomex Uniform Shirt, Workrite #706NX-45-NV, l/s in navy	
	S-XL	$158.00
	2XL	$158.00
81	Nomex Uniform Pant, Workrite #400-NX-75 Industrial or #402-NX-75 in navy	
	List prices for sizes: 28-42	$147.00
	List prices for oversizes: 44-56	$147.00
82	Nomex Uniform Pant, Workrite #401-NX-75 in navy	
	List prices for sizes: 2-20	$147.00
	List prices for oversizes: 22-24	$147.00
83	Nomex Cargo Shorts, Workrite #425NX-60-NV in navy	
	List prices for sizes: 28-42	$148.00
	List prices for oversizes: 44-50	$148.00
84	Rescue Belt, Rescue Tech #703306, w/"V" ring	
	Standard size	$53.00
	Over Size	$53.00
85	Firefighter Turnout Gear Bag, FIREARTH20-N-107-WH	$59.00
86	Staff Short Sleeve Tactical Polo Shirt - Propper F534172	
	List price for men sizes: XS-XL	$47.00
	List price for men size: 2XL - 6XL	$47.00
87	Staff Long Sleeve Tactical Polo Shirt - Propper F5315	
	List price for men sizes: XS-XL	$52.00
	List price for men size: 2XL - 6XL	$52.00
88	Staff Short Sleeve Tactical Polo Shirt - UFX K5100	
	List price for men sizes: S-XL	$65.00
	List price for men size: 2XL - 4XL	$65.00
89	Tactical Pants - Propper # F52550	
	List price for sizes: 28 -42	$46.00
	List price for sizes: 44-54	$46.00

90	Tactical Pants - Propper #F5252-50 (olive)	
	List price for sizes: 28 -42	$46.00
	List price for sizes: 44-54	$46.00
91	Propper Summerweight Tactical Pants #F52583C250	
	List price for sizes: 28 -42	$46.00
	List price for sizes: 44-54	$46.00
92	Rothco MA-1 Flight Jacket	
	List price for sizes: XS - L	$52.00
	List price for sizes: XL - 5X	$52.00
93	5.11 Responder Parka Fleece Liner	
	List price for sizes: XS - L	$110.00
	List price for sizes: XL - 4XL	$118.00
94	Flying Cross Half-Zip Job Shirt #F1 53000 86	
	List price for sizes: XS - XL	$68.00
	list price for sizes: 2XL - 5XL	$68.00
95	5.11 Job Shirt with Canvas 2.0 #72535	
	List price for sizes: XS - XL	$74.00
	list price for sizes: 2XL - 5XL	$84.00
96	5.11 Water-Repellant Job Shirt 2.0 #72537	
	List price for sizes: XS - XL	$87.00
	list price for sizes: 2XL - 6XL	$98.00
97	Propper Station 1/4 Zip Job Shirt #F5836	
	List price for sizes: XS - XL	$50.00
	list price for sizes: 2XL - 5XL	$50.00
98	Propper Edge Tec Polo	
	List price for sizes: XS - XL	$38.00
	List price for sizes: 2XL - 5XL	$38.00
99	Flying Cross Polo Shirt, Short Sleeve #F1 8500 LAPD Navy	
	List price for sizes: XS - XL	$100.00
	List price for sizes: 2XL - 6XL	$100.00

100	T-Shirt Hanes Beefy in Heather Grey	
	List price for sizes: Small-X Large	$18.00
	List price for size: 2XL - 3 XL	$19.5
101	BDU Pant - Propper # F5201-38-405	
	List price for sizes: Small-X Large	$35.00
	List price for sizes: 2X Large-3X Large	$35.00
102	AV-56121F, Alert vision 5 point breakaway vest	
	List Price for sizes L - 2XL	$55.00
103	Sweatshirt Crewneck - Recruit	
	List price for sizes: Small-X Large	$28.00
	List price for size: 2XL - 3 XL	$30.00
104	Physical Training Shorts - Recruit	
	List price for sizes: Small-X Large	$16.00
	List price for sizes: 2X Large-3X Large	$19.00
105	Physical Training Shorts - Recruit, Black	
	Sport-Tek Jersey Knit w/ pockets #St310-BLK-1290756	
	List price for sizes: XS - XL	$22.00
	List price for sizes: 2XL - 4XL	$24.00
106	Hem Pants	$5.00
107	Add patch to sleeve	$3.00
108	Add collar insignia	$6.00
109	Add badge emblem	$3.00
110	Add namestrip (if provided)	$6.00
111	Add velcro to namestrip	$4.00
112	Add 1 gold stripe	$9.50
113	Add 2 gold stripes	$13.94
114	Add 3 gold stripes	$18.59
115	Add 4 gold stripes	$23.23
116	Add 5 gold stripes	$27.87

117	Add 1 Maltese Cross	$4.45
118	Add 2 Maltese Crosses	$4.95
119	Add 3 Maltese Crosses	$5.45
120	Add 4 Maltese Crosses	$5.95
121	Add 5 Maltese Crosses	$6.45
122	Add 6 Maltese Crosses	$6.95
123	Add 7 Maltese Crosses	$7.45
124	Add 8 Maltese Crosses	$7.95
125	Add 9 Maltese Crosses	$8.45
126	Add 10 Maltese Crosses	$8.95
127	5.11 Responder Parka - black #48063-019	
	S-XL	$185.00
	2XL-4XL	$195.00
128	Flexfit Cap with HCFS logo, #6580-NV	
	S/M, L/XL	$18.00
129	Richard 112 Cap with HCFS logo #112	
	one size	$18.00

HALL COUNTY
GEORGIA
*We have it **all** in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270

DIRECTOR
Taylor Samples, CPA

Hall County Government
FINANCIAL SERVICES

ADDENDUM #001

April 18, 2025
Request for Qualifications with Cost Proposals

IFB #006-46

For the provision of:

Fire and EMS Uniform Supply Annual Contract

Addendum #001 The items listed below will be added to EXHIBIT – C - MANDATORY COST PROPOSAL. List a price for each item, sign and return with proposal.

ITEM DESCRIPTION		**COST**
1.Workrite Nomex Men's Short Sleeve Uniform Shirt, 720NX45.	Sizes: S - XL	$ 147.00
	Sizes: 2X +	$ 147.00
2.Workrite Nomex Women's Short Sleeve Uniform Shirt, 701NMX – 45-NV.	Sizes: S - XL	$ 147.00
	Sizes: 2X +	$ 147.00
3. Elbeco, Shield Flextech Quarter Zip Job Shirt, 100% Polyester, Midnight Navy T3774	Sizes: XS - XL	$ 68.00
	Sizes: 2XL – 5XL	$ 68.00
4. Elbeco, Shield Self Collar Job Shirt 82% Cotton/8% Polyester Heavyweight Fleece Midnight Navy, 3730	Sizes: XS - XL	$ 70.00
	Sizes: 2L – 5XL	$ 70.00

Thank you,

Julie Dorough
Issuing Officer

Bidder's Signature: Ronald Woodall

Print Bidder's Name: Ronald Woodall

Date: 4-21-25

EXHIBIT C - Mandatory Cost Proposal Worksheet
IFB #006-46 Fire & EMS Uniform Supply Annual Contact

Company Name: Strongpoint, LLC

Bidder's Name: Michael Haefele

Signature: [signature]

Date: 4/22/25

Item #	Description	COST
1	**Patches**	
2	Georgia Smoke Diver Patch	
3	Honor Guard Patch	
4	Embroidered Collar Disc Patch - Chief (Gold)	
5	Embroidered Collar Disc Patch - Assistant / Deputy Chief (Gold)	
6	Embroidered Collar Disc Patch -Division Chief (Gold)	
7	Embroidered Collar Disc Patch -Captain / Battalion Chief (Gold)	
8	Embroidered Collar Disc Patch - Lieutenant(Silver & Gold)	
9	Embroidered Collar Disc Patch - Sergeant (Silver & Gold)	
10	Embroidered Collar Disc Patch - FAO (Silver)	
11	Embroidered Paramedic Patch	
12	Embroidered EMT Patch	
13	Sew-On Namestrip (Uniform & Job shirt)	
14	New Badge Patch (Silver& Gold)	
15	Challenge Coin size 1.75", round	
16	Fire Rescue County Patch	
17	Heat Transfer Patch for 5.11	
18	Hall County Embroidery on Polo Shirts / Job Shirts	
	Badges and Bars	
19	Firefighter Badge - BLACKINTON # B547	83
20	FAO Badge - BLACKTON #B547	83
21	Sergent Badge - BLACKINTON # B547	83
22	Lieutenant Badge - BLACKINTON # B1160	83
23	Captain Badge - BLACKINTON # B1160	83
24	Battalion Chief Badge - BLACKINTON # B1160	83
25	Division Chief Badge - BLACKINTON # B1160	83
26	Assistant Chief Badge - BLACKINTON # B1160	83
27	Deputy Chief Badge - BLACKINTON # B1160	83
28	Chief Badge - BLACKINTON # B1160	83
29	FAO Collar Brass Set - BLACKINTON A9427	24
30	Sergeant Collar Brass Set - BLACKINTON A6223	24
31	Lieutenant Collar Brass Set - BLACKINTON A2547	60
32	Captain Collar Brass Set - BLACKINTON	60
33	Battalion Chief Collar Brass Set - BLACKINTON	60
34	Division Chief Collar Brass Set - BLACKINTON #A2547/A2907	60

35	Deputy Chief Collar Brass Set - BLACKINTON #A2547/A2906	60
36	Assistant Chief Brass Set - BLACKINTON #	60
37	Chief Collar Brass Set - BLACKINTON #A2547/A2905	60
38	Firefighter Cap Badge - BLACKINTON #A698	41
39	FAO Cap Badge - BLACKINTON #A6864DE	41
40	Sergeant Cap Badge - BLACKINTON #A12520	90
41	Lieutenant Cap Badge - BLACKINTO #A21817DE	90
42	Captain Cap Badge - BLACKINTON #A6197DE	90
43	Battalion Chief Hat Badge - BLACKINTON A2816DE	90
44	Division Chief Badge - BLACKINTON #A2853DE	90
45	Deputy Chief Hat Badge - BLACKINTON #A1962DE	90
46	Assistant Chief Cap Badge - BLACKINTON #	90
47	Chief Capt Badge - BLACKINTON #A2815DE	90
48	Honor Guard Badge - BLACKINTON # B586	140
49	Honor Guard Hat Badge - BLACKINTON #C12571	
50	Honor Guard Membership Bar - BLACKINTON #B1942	26
51	Nameplates	18
52	Years of Service Maltese Cross Enamel Bars	23
53	Enamel Commendation Bars	23
	Clothing - No exceptions where noted	
54	Class A Dress Pants - (men) Flying Cross	
	List prices for sizes: 28-42	
	List prices for oversizes: 44-58	
55	Class a Dress Pants - (women) Patriot	
	List prices for sizes: 6-20	
	List prices for oversizes: 22-24	
56	Class A Dress Honor Guard Pants (made to measure)	
	List prices for sizes: 28-42	
57	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	
58	Class A Dress Coat - (women) Patriot	
	List prices for sizes: 6-20	
	List prices for oversizes: 22-24	
59	Class A Dress Honor Guard Coat	
	List prices for sizes: 38-46	

60	Class A Dress Honor Guard Topcoat	
	List prices for sizes: 38-46	
	List prices for oversizes: 48-50	
61	Honor Guard Shoulder Cord, 1/", 20", 22" adj.	
62	Class A Dress Hat	
	XS -2 XL	
63	Class A Honor Guard Hat	
	XS -2 XL	
64	Chief's Hat with Flame Visor	
65	Dress Belt	
	28-42	
	44-54	
66	Honor Guard Parade Belt	
	Even sizes 24-60	
67	Ties	
	4-in-Hand	
	List prices for men sizes: 18, 20, 22	
	List prices women sizes: 14-16	
68	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	
69	Short Sleeve White Shirt - Flying Cross #95R6600 men / #152R6600 women	
	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	

70	Staff Non-Pleated Black Pant - Flying Cross 3900	
	List prices for sizes: 28-42	
	List prices for oversizes: 44-52	
	List price for women sizes: 2-20 even sizes	
71	Physical Training shirts, NEXT LEVEL, s/s, Beefy T-shirt	
	S - XL	
	2XL - 4XL	
72	Fleece Beanie Hat in Navy Blue	
73	Job Shirt - Tri-Mountain # 647 Alarm and # 644 React in Navy Blue	
	sizes: Small - 4X Large	
	Small - XL	
	2XL - 4XL	
	Large Tall 4XL	
74	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	
75	Thorogood Shoe Poromeric Academy Oxford #831-0631 (Class A)	
	List sizes: 3.5 - 12	
	List sizes: 3.5 - 13-15	
76	Thorogood Slip On Boots (Duty Boots)	
	List sizes: 4-12	
	List sizes: 13-14	
77	Thorogood Side Zip Boots #834-6218 (Recruit Boots)	
	List sizes: 4-12	
	List sizes: 13-15	
78	Nomex Polo Shirt, Workrite #263TK-67-NB, s/s, in navy	
	S-XL	
	2XL	
79	Nomex Uniform Shirt, Workrite #705NX-45-NV, l/s in navy	
	38-50	
	52-54	

80	Nomex Uniform Shirt, Workrite #706NX-45-NV, l/s in navy	
	S-XL	
	2XL	
81	Nomex Uniform Pant, Workrite #400-NX-75 Industrial or #402-NX-75 in navy	
	List prices for sizes: 28-42	
	List prices for oversizes: 44-56	
82	Nomex Uniform Pant, Workrite #401-NX-75 in navy	
	List prices for sizes: 2-20	
	List prices for oversizes: 22-24	
83	Nomex Cargo Shorts, Workrite #425NX-60-NV in navy	
	List prices for sizes: 28-42	
	List prices for oversizes: 44-50	
84	Rescue Belt, Rescue Tech #703306, w/"V" ring	
	Standard size	
	Over Size	
85	Firefighter Turnout Gear Bag, FIREARTH20-N-107-WH	
86	Staff Short Sleeve Tactical Polo Shirt - Propper F534172	
	List price for men sizes: XS-XL	40
	List price for men size: 2XL - 6XL	40
87	Staff Long Sleeve Tactical Polo Shirt - Propper F5315	
	List price for men sizes: XS-XL	50
	List price for men size: 2XL - 6XL	50
88	Staff Short Sleeve Tactical Polo Shirt - UFX K5100	
	List price for men sizes: S-XL	
	List price for men size: 2XL - 4XL	
89	Tactical Pants - Propper # F52550	
	List price for sizes: 28 -42	45
	List price for sizes: 44-54	45

90	Tactical Pants - Propper #F5252-50 (olive)	
	List price for sizes: 28 -42	45
	List price for sizes: 44-54	45
91	Propper Summerweight Tactical Pants #F52583C250	
	List price for sizes: 28 -42	55
	List price for sizes: 44-54	55
92	Rothco MA-1 Flight Jacket	
	List price for sizes: XS - L	54
	List price for sizes: XL - 5X	54
93	5.11 Responder Parka Fleece Liner	
	List price for sizes: XS - L	110
	List price for sizes: XL - 4XL	110
94	Flying Cross Half-Zip Job Shirt #F1 53000 86	
	List price for sizes: XS - XL	
	list price for sizes: 2XL - 5XL	
95	5.11 Job Shirt with Canvas 2.0 #72535	
	List price for sizes: XS - XL	63
	list price for sizes: 2XL - 5XL	73
96	5.11 Water-Repellant Job Shirt 2.0 #72537	
	List price for sizes: XS - XL	81
	list price for sizes: 2XL - 6XL	94
97	Propper Station 1/4 Zip Job Shirt #F5836	
	List price for sizes: XS - XL	45
	list price for sizes: 2XL - 5XL	45
98	Propper Edge Tec Polo	
	List price for sizes: XS - XL	32
	List price for sizes: 2XL - 5XL	32
99	Flying Cross Polo Shirt, Short Sleeve #F1 8500 LAPD Navy	
	List price for sizes: XS - XL	
	List price for sizes: 2XL - 6XL	

100	T-Shirt Hanes Beefy in Heather Grey	
	List price for sizes: Small-X Large	9
	List price for size: 2XL - 3 XL	9
101	BDU Pant - Propper # F5201-38-405	
	List price for sizes: Small-X Large	36
	List price for sizes: 2X Large-3X Large	36
102	AV-56121F, Alert vision 5 point breakaway vest	
	List Price for sizes L - 2XL	
103	Sweatshirt Crewneck - Recruit	
	List price for sizes: Small-X Large	
	List price for size: 2XL - 3 XL	
104	Physical Training Shorts - Recruit	
	List price for sizes: Small-X Large	
	List price for sizes: 2X Large-3X Large	
105	Physical Training Shorts - Recruit, Black	
	Sport-Tek Jersey Knit w/ pockets #St310-BLK-1290756	
	List price for sizes: XS - XL	
	List price for sizes: 2XL - 4XL	
106	Hem Pants	10
107	Add patch to sleeve	5
108	Add collar insignia	5
109	Add badge emblem	5
110	Add namestrip (if provided)	5
111	Add velcro to namestrip	5
112	Add 1 gold stripe	5
113	Add 2 gold stripes	5
114	Add 3 gold stripes	5
115	Add 4 gold stripes	5
116	Add 5 gold stripes	5

117	Add 1 Maltese Cross	5
118	Add 2 Maltese Crosses	5
119	Add 3 Maltese Crosses	5
120	Add 4 Maltese Crosses	5
121	Add 5 Maltese Crosses	5
122	Add 6 Maltese Crosses	5
123	Add 7 Maltese Crosses	5
124	Add 8 Maltese Crosses	5
125	Add 9 Maltese Crosses	5
126	Add 10 Maltese Crosses	5
127	5.11 Responder Parka - black #48063-019	
	S-XL	171
	2XL-4XL	197
128	Flexfit Cap with HCFS logo, #6580-NV	
	S/M, L/XL	
129	Richard 112 Cap with HCFS logo #112	
	one size	

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270

DIRECTOR
Taylor Samples, CPA

Hall County Government
FINANCIAL SERVICES

ADDENDUM #001

April 18, 2025
Request for Qualifications with Cost Proposals

IFB #006-46

For the provision of:

Fire and EMS Uniform Supply Annual Contract

Addendum #001 The items listed below will be added to EXHIBIT – C - MANDATORY COST PROPOSAL. List a price for each item, sign and return with proposal.

ITEM DESCRIPTION		**COST**
1.Workrite Nomex Men's Short Sleeve Uniform Shirt, 720NX45.	Sizes: S - XL	$_____
	Sizes: 2X +	$_____
2.Workrite Nomex Women's Short Sleeve Uniform Shirt, 701NMX – 45-NV.	Sizes: S - XL	$_____
	Sizes: 2X +	$_____
3. Elbeco, Shield Flextech Quarter Zip Job Shirt, 100% Polyester, Midnight Navy T3774	Sizes: XS - XL	$_____
	Sizes: 2XL – 5XL	$_____
4. Elbeco, Shield Self Collar Job Shirt 82% Cotton/8% Polyester Heavyweight Fleece Midnight Navy, 3730	Sizes: XS - XL	$_____
	Sizes: 2L – 5XL	$_____

Thank you,

Julie Dorough
Issuing Officer

Bidder's Signature: _____

Print Bidder's Name: Michael Haefele

Date: 4/22/23

EXHIBIT C - Mandatory Cost Proposal Worksheet
IFB #006-46 Fire & EMS Uniform Supply Annual Contact

Company Name: MES

Bidder's Name: Brett Funderburk

Signature: Brett Funderburk

Date: 4-21-25

Item #	Description	COST
1	**Patches**	
2	Georgia Smoke Diver Patch	
3	Honor Guard Patch	
4	Embroidered Collar Disc Patch - Chief (Gold)	3.50
5	Embroidered Collar Disc Patch - Assistant / Deputy Chief (Gold)	3.50
6	Embroidered Collar Disc Patch -Division Chief (Gold)	3.50
7	Embroidered Collar Disc Patch -Captain / Battalion Chief (Gold)	3.50
8	Embroidered Collar Disc Patch - Lieutenant(Silver & Gold)	3.50
9	Embroidered Collar Disc Patch - Sergeant (Silver & Gold)	3.50
10	Embroidered Collar Disc Patch - FAO (Silver)	3.50
11	Embroidered Paramedic Patch	13.00
12	Embroidered EMT Patch	13.00
13	Sew-On Namestrip (Uniform & Job shirt)	7.00
14	New Badge Patch (Silver& Gold)	
15	Challenge Coin size 1.75", round	
16	Fire Rescue County Patch	
17	Heat Transfer Patch for 5.11	
18	Hall County Embroidery on Polo Shirts / Job Shirts	11.00
	Badges and Bars	
19	Firefighter Badge - BLACKINTON # B547	89.20
20	FAO Badge - BLACKTON #B547	89.20
21	Sergent Badge - BLACKINTON # B547	89.20
22	Lieutenant Badge - BLACKINTON # B1160	135.50
23	Captain Badge - BLACKINTON # B1160	135.50
24	Battalion Chief Badge - BLACKINTON # B1160	135.50
25	Division Chief Badge - BLACKINTON # B1160	135.50
26	Assistant Chief Badge - BLACKINTON # B1160	135.50
27	Deputy Chief Badge - BLACKINTON # B1160	135.50
28	Chief Badge - BLACKINTON # B1160	135.50
29	FAO Collar Brass Set - BLACKINTON A9427	25.90
30	Sergeant Collar Brass Set - BLACKINTON A6223	25.90
31	Lieutenant Collar Brass Set - BLACKINTON A2547	60.50
32	Captain Collar Brass Set - BLACKINTON	60.50
33	Battalion Chief Collar Brass Set - BLACKINTON	60.50
34	Division Chief Collar Brass Set - BLACKINTON #A2547/A2907	60.50

35	Deputy Chief Collar Brass Set - BLACKINTON #A2547/A2906	60.50
36	Assistant Chief Brass Set - BLACKINTON #	60.50
37	Chief Collar Brass Set - BLACKINTON #A2547/A2905	60.50
38	Firefighter Cap Badge - BLACKINTON #A698	25.90
39	FAO Cap Badge - BLACKINTON #A6864DE	49.50
40	Sergeant Cap Badge - BLACKINTON #A12520	41.00
41	Lieutenant Cap Badge - BLACKINTO #A21817DE	82.00
42	Captain Cap Badge - BLACKINTON #A6197DE	82.00
43	Battalion Chief Hat Badge - BLACKINTON A2816DE	
44	Division Chief Badge - BLACKINTON #A2853DE	
45	Deputy Chief Hat Badge - BLACKINTON #A1962DE	
46	Assistant Chief Cap Badge - BLACKINTON #	
47	Chief Capt Badge - BLACKINTON #A2815DE	
48	Honor Guard Badge - BLACKINTON # B586	
49	Honor Guard Hat Badge - BLACKINTON #C12571	
50	Honor Guard Membership Bar - BLACKINTON #B1942	
51	Nameplates	
52	Years of Service Maltese Cross Enamel Bars	
53	Enamel Commendation Bars	

	Clothing - No exceptions where noted	
54	Class A Dress Pants - (men) Flying Cross	
	List prices for sizes: 28-42	62.95
	List prices for oversizes: 44-58	67.95
55	Class a Dress Pants - (women) Patriot	
	List prices for sizes: 6-20	62.95
	List prices for oversizes: 22-24	62.95
56	Class A Dress Honor Guard Pants (made to measure)	
	List prices for sizes: 28-42	159.95
57	Class A Dress Coat - (men) Flying Cross	
	List prices for sizes: 34-46	503.95
	List prices for oversizes: 48-50	503.95
	List prices for oversizes: 52-54	503.95
58	Class A Dress Coat - (women) Patriot	
	List prices for sizes: 6-20	537.95
	List prices for oversizes: 22-24	537.95
59	Class A Dress Honor Guard Coat	
	List prices for sizes: 38-46	750.00

60	Class A Dress Honor Guard Topcoat	
	List prices for sizes: 38-46	875.00
	List prices for oversizes: 48-50	875.00
61	Honor Guard Shoulder Cord, 1/", 20", 22" adj.	13.97
62	Class A Dress Hat	
	XS -2 XL	109.29
63	Class A Honor Guard Hat	
	XS -2 XL	109.29
64	Chief's Hat with Flame Visor	154.31
65	Dress Belt	
	28-42	23.90
	44-54	23.90
66	Honor Guard Parade Belt	
	Even sizes 24-60	
67	Ties	
	4-in-Hand	
	List prices for men sizes: 18, 20, 22	7.90
	List prices women sizes: 14-16	7.90
68	Long Sleeve White Shirt - Flying Cross #45W6600 men / # 102W6600 ladies	
	List prices for men neck sizes: 14-17.5	80.95
	List prices for men neck sizes: 18.5-20	80.95
	List prices for women bust sizes: 30-44	80.95
	List prices for women bust sizes: 46-48	80.95
69	Short Sleeve White Shirt - Flying Cross #95R6600 men / #152R6600 women	
	List prices for men - S - XL	72.95
	List prices for men 2XL - 4XL	72.95
	List prices for women bust sizes: 30-44	72.95
	List prices for women bust sizes: 46-48	72.95

70	Staff Non-Pleated Black Pant - Flying Cross 3900	
	List prices for sizes: 28-42	57.95
	List prices for oversizes: 44-52	57.95
	List price for women sizes: 2-20 even sizes	57.95
71	Physical Training shirts, NEXT LEVEL, s/s, Beefy T-shirt	
	S - XL	8.00
	2XL - 4XL	8.00
72	Fleece Beanie Hat in Navy Blue	4.38
73	Job Shirt - Tri-Mountain # 647 Alarm and # 644 React in Navy Blue	
	sizes: Small - 4X Large	
	Small - XL	66.50
	2XL - 4XL	74.10
	Large Tall 4XL	83.60
74	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	
75	Thorogood Shoe Poromeric Academy Oxford #831-0631 (Class A)	
	List sizes: 3.5 - 12	84.95
	List sizes: 3.5 - 13-15	84.95
76	Thorogood Slip On Boots (Duty Boots)	
	List sizes: 4-12	129.95
	List sizes: 13-14	129.95
77	Thorogood Side Zip Boots #834-6218 (Recruit Boots)	
	List sizes: 4-12	
	List sizes: 13-15	
78	Nomex Polo Shirt, Workrite #263TK-67-NB, s/s, in navy	
	S-XL	107.00
	2XL	107.00
79	Nomex Uniform Shirt, Workrite #705NX-45-NV, l/s in navy	
	38-50	158.00
	52-54	158.00

80	Nomex Uniform Shirt, Workrite #706NX-45-NV, l/s in navy	
	S-XL	184.00
	2XL	248.40
81	Nomex Uniform Pant, Workrite #400-NX-75 Industrial or #402-NX-75 in navy	
	List prices for sizes: 28-42	176.00
	List prices for oversizes: 44-56	200.97
82	Nomex Uniform Pant, Workrite #401-NX-75 in navy	
	List prices for sizes: 2-20	176.00
	List prices for oversizes: 22-24	237.60
83	Nomex Cargo Shorts, Workrite #425NX-60-NV in navy	
	List prices for sizes: 28-42	190.00
	List prices for oversizes: 44-50	256.50
84	Rescue Belt, Rescue Tech #703306, w/"V" ring	
	Standard size	50.00
	Over Size	55.00
85	Firefighter Turnout Gear Bag, FIREARTH20-N-107-WH	
86	Staff Short Sleeve Tactical Polo Shirt - Propper F534172	
	List price for men sizes: XS-XL	44.99
	List price for men size: 2XL - 6XL	44.99
87	Staff Long Sleeve Tactical Polo Shirt - Propper F5315	
	List price for men sizes: XS-XL	49.99
	List price for men size: 2XL - 6XL	49.99
88	Staff Short Sleeve Tactical Polo Shirt - UFX K5100	
	List price for men sizes: S-XL	54.03
	List price for men size: 2XL - 4XL	65.86
89	Tactical Pants - Propper # F52550	
	List price for sizes: 28 -42	49.99
	List price for sizes: 44-54	49.99

90	Tactical Pants - Propper #F5252-50 (olive)	
	List price for sizes: 28 -42	49.99
	List price for sizes: 44-54	49.99
91	Propper Summerweight Tactical Pants #F52583C250	
	List price for sizes: 28 -42	59.99
	List price for sizes: 44-54	59.99
92	Rothco MA-1 Flight Jacket	
	List price for sizes: XS - L	53.99
	List price for sizes: XL - 5X	55.99
93	5.11 Responder Parka Fleece Liner	
	List price for sizes: XS - L	110.00
	List price for sizes: XL - 4XL	110.00
94	Flying Cross Half-Zip Job Shirt #F1 53000 86	
	List price for sizes: XS - XL	71.95
	list price for sizes: 2XL - 5XL	71.95
95	5.11 Job Shirt with Canvas 2.0 #72535	
	List price for sizes: XS - XL	70.00
	list price for sizes: 2XL - 5XL	81.00
96	5.11 Water-Repellant Job Shirt 2.0 #72537	
	List price for sizes: XS - XL	90.00
	list price for sizes: 2XL - 6XL	103.96
97	Propper Station 1/4 Zip Job Shirt #F5836	
	List price for sizes: XS - XL	49.99
	list price for sizes: 2XL - 5XL	49.99
98	Propper Edge Tec Polo	
	List price for sizes: XS - XL	34.99
	List price for sizes: 2XL - 5XL	34.99
99	Flying Cross Polo Shirt, Short Sleeve #F1 8500 LAPD Navy	
	List price for sizes: XS - XL	106.95
	List price for sizes: 2XL - 6XL	106.95

100	T-Shirt Hanes Beefy in Heather Grey	
	List price for sizes: Small-X Large	9.06
	List price for size: 2XL - 3 XL	11.82
101	BDU Pant - Propper # F5201-38-405	
	List price for sizes: Small-X Large	34.99
	List price for sizes: 2X Large-3X Large	34.99
102	AV-56121F, Alert vision 5 point breakaway vest	
	List Price for sizes L - 2XL	
103	Sweatshirt Crewneck - Recruit	
	List price for sizes: Small-X Large	15.76
	List price for size: 2XL - 3 XL	15.76
104	Physical Training Shorts - Recruit	
	List price for sizes: Small-X Large	21.00
	List price for sizes: 2X Large-3X Large	24.16
105	Physical Training Shorts - Recruit, Black	
	Sport-Tek Jersey Knit w/ pockets #St310-BLK-1290756	
	List price for sizes: XS - XL	20.98
	List price for sizes: 2XL - 4XL	22.98
106	Hem Pants	4.00
107	Add patch to sleeve	5.00
108	Add collar insignia	3.50
109	Add badge emblem	13.00
110	Add namestrip (if provided)	7.00
111	Add velcro to namestrip	7.50
112	Add 1 gold stripe	18.00
113	Add 2 gold stripes	26.00
114	Add 3 gold stripes	34.00
115	Add 4 gold stripes	42.00
116	Add 5 gold stripes	50.00

117	Add 1 Maltese Cross	1.50
118	Add 2 Maltese Crosses	3.00
119	Add 3 Maltese Crosses	4.50
120	Add 4 Maltese Crosses	6.00
121	Add 5 Maltese Crosses	7.50
122	Add 6 Maltese Crosses	9.00
123	Add 7 Maltese Crosses	10.50
124	Add 8 Maltese Crosses	12.00
125	Add 9 Maltese Crosses	13.50
126	Add 10 Maltese Crosses	15.00
127	5.11 Responder Parka - black #48063-019	
	S-XL	219.00
	2XL-4XL	219.00
128	Flexfit Cap with HCFS logo, #6580-NV	
	S/M, L/XL	12.30
129	Richard 112 Cap with HCFS logo #112	
	one size	14.00

HALL COUNTY
GEORGIA
*We have it **all** in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270

DIRECTOR
Taylor Samples, CPA

Hall County Government
FINANCIAL SERVICES

ADDENDUM #001

April 18, 2025
Request for Qualifications with Cost Proposals

IFB #006-46

For the provision of:

Fire and EMS Uniform Supply Annual Contract

Addendum #001 The items listed below will be added to EXHIBIT – C - MANDATORY COST PROPOSAL. List a price for each item, sign and return with proposal.

ITEM DESCRIPTION		**COST**
1.Workrite Nomex Men's Short Sleeve Uniform Shirt, 720NX45.	Sizes: S - XL	$158.00
	Sizes: 2X +	$213.00
2.Workrite Nomex Women's Short Sleeve Uniform Shirt, 701NMX – 45-NV.	Sizes: S - XL	$158.00
	Sizes: 2X +	$213.00
3. Elbeco, Shield Flextech Quarter Zip Job Shirt, 100% Polyester, Midnight Navy T3774	Sizes: XS - XL	$74.55
	Sizes: 2XL – 5XL	$81.35
4. Elbeco, Shield Self Collar Job Shirt 82% Cotton/8% Polyester Heavyweight Fleece Midnight Navy, 3730	Sizes: XS - XL	$69.35
	Sizes: 2L – 5XL	$76.30

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (06/09/25)**

REPORT TO: **Voting Meeting (06/12/25)**

ITEM NO: 356/2025

SUBJECT: Approve the renewal of annual contract for IFB #005-45 Firefighting Equipment for Fire Rescue to North America Fire Equipment Co., Inc. (NAFECO) of Decatur, AL. The estimated annual cost is $275,000.00.

Meetings:

Work Session Date: 06/09/25

Voting Meeting Date: 06/12/25

Executive Summary:

Presenter: JS

Recommendation:
Approve.

Purpose of Request:

Approve the renewal of annual contract for IFB #005-45 Firefighting Equipment for Fire Rescue to North America Fire Equipment Co., Inc. (NAFECO) of Decatur, AL. The estimated annual cost is $275,000.00.

History:
North America Fire Equipment Co., Inc. is the current contract holder and is a vendor in good standing with the County.

As stated last year, NAFECO was only awarded the turnout gear coats and pants for this contract.

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

Fire and Rescue must replace thirty-eight (38) sets of turnout gear for FY 2026 due to expiration per industry standards. Fire and Rescue will also need to purchase an additional ten (10) new sets for the current recruit class hence the $275,000.00 estimated spend for FY 2026.

NAFECO has requested a three percent (3%) price increase for FY 2026 due to the increase of materials and manufacturing which has been approved by Fire Rescue.

Options:

Funding Requested $ 275,000.00

Are funds within current budget?	Yes
Source of Funds	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?	2025-07-01

Approvals:

Buyer	submit	approve	Purchasing
JD	JS	JS	AP
Budget	**Finance**	**Attorney**	**Administration**
JM	TS	WLI	CR
Clerk			
JR			

Attachments:
Financial Supplement
Contract
Attachment A - Requested Price Increases

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 356/2025

Funds Requested: $ 275,000.00

Request Budgeted: Yes

Proposed Source of Funding:

Fire Services

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	270-FIRE SERVICES FUND	3520-FIRE RESCUE	531700-UNIFORMS	$275,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: JS

Phone: 404-597-0084

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Penick

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

CONTRACT EXECUTION SIGNATURE REQUEST

Date: May 23, 2025

To: David Gibbs, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 005-45-1

Bid/Contract Name: Firefighting Equipment Annual Contract

Department(s) Requesting Contract: Fire Rescue

Award Recipient Name: North American Fire Equipment Co. Inc.

Contract Description:

☒ Annual Contract ☐ New ☒ Renewal

FY 2025 Projected Spend: $155,200

☐ Price Increase Requested Increase Percentage: 3%

☐ Project/Service Contract FY 2026 Estimated Amount: $0

☒ Product Contract Estimated Amount: $275,000

Comment:

Year two (2) of a possible five (5) year contract. FY 2026 Renewal.
North American Fire Equipment Co. Inc. is the current vendor for Fire Rescue's Turnout Gear. NAFECO has been an outstanding vendor for Hall County for many years. They have requested a three percent (3%) price increase for FY 2026 due to the increases in costs for materials and manufacturing. See Attachment A and letter from the vendor for more details. As stated last year under Facts and Issues on HCAM Item #281/2024, NAFECO was only awarded the turnout gear coats and pants for this contract. Fire Rescue has approved these increases.
Fire Rescue must replace thirty-eight (38) sets of turnout gear for FY 2026 due to expiration per industry standards. They will also need to purchase an additional ten (ten) new sets for the current recruit class hence, the $275,000.00 estimated spend for FY 2026.
FY 2026 Estimated amount has been reviewed against the projected FY

2026 budget by Finance.

State of Georgia
County of Hall

Contract #005-45-1

Contract Renewal #1

Firefighting Equipment Annual Contract

March 20, 2025

Whereas, the County desires to Renew the Contract period for a one-year period through June 30, 2026, in accordance with the terms and conditions of Bid #002-44, Firefighting Equipment Annual Contract for dated June 13, 2024; 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, 2026,
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.

NORTH AMERICAN FIRE FIGHTING CO., INC.

By: Ronald Woodall
Print Name: Ronald Woodall
Title: Vice President

Sworn to and subscribed before me this

8 Day of April, 2025

Notary Public: Rhonda Sanders

HALL COUNTY, GEORGIA

By. _____
David Gibbs, Chairman
Board of Commissioners

Date: _____

Attestment: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson
Senior Assistant County Attorney

Notary commission expires: 06/30/26

State of Georgia
County of Hall

Contract #005-45-1

Attachment A

Firefighting Equipment Annual Contract

March 20, 2025

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 letter.

April 8, 2025

Hall County Purchasing Division
PO Drawer 1435
Gainesville, GA 30503

Dear Ms. Dorough,

RE: IFB #005-45-1, Firefighting Equipment Annual Contract:
Fiscal Year: 2026 Contract Renewal

We have reviewed your request for extending the contract, referenced above, until June 30, 2026. Please understand how much we appreciate your business and we strive to keep pricing the same but cost increases in materials and manufacturing have made it necessary for us to request a 3% increase in prices.

	Current Price	Proposed Price	Increase Amount	% Increase
Hoods Innotex	$118.78	$122.34	$3.56	3%
Boots Black Diamond	$358.88	$369.65	$10.77	3%
V-Force Coat	$2,344.13	$2,414.45	$70.32	3%
V-Force Pant	$1,832.08	$1,887.04	$54.96	3%
Gloves Vanguard	$97.98	$100.92	$2.94	3%
Gloves HexArmor	$92.68	$95.46	$2.78	3%

Thank you for your consideration and we look forward to continuing to work with Hall County.

Sincerely,

Ronald Woodall

Ronald Woodall
Vice President

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (06/09/25)**

REPORT TO: **Voting Meeting (06/12/25)**

ITEM NO: 343/2025

SUBJECT: Approve the renewal of annual contract for IFB #002-45 Disposable EMS Supply for Fire Rescue to Bound Tree Medical, LLC of Dublin, OH. The estimated annual cost is $391,107.00.

Meetings:

Work Session Date: 06/09/25 **Voting Meeting Date:** 06/12/25

Executive Summary:

Presenter: JS

Recommendation:
Approve.

Purpose of Request:
Approve the renewal of annual contract for IFB #002-45 Disposable EMS Supply for Fire Rescue to Bound Tree Medical, LLC of Dublin, OH. The estimated annual cost is $391,107.00.

History:
Bound Tree Medical, LLC is the current contract holder and has been a vendor in good standing with the County for many years.

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

Bound Tree is requesting that some of the pricing be ameneded according to the allowance of the original bid parameters. No increases are greater than three percent (3%). The pricing for most of the contract items is being held at the FY 2025 pricing.

Options:

Funding Requested	$ 391,107.00
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**
JM	EW	WLI	CR
Clerk			
JR			

Attachments:
Financial Supplement
Contract
Attachment A

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 343/2025

Funds Requested: $ 391,107.00

Request Budgeted: Yes

Proposed Source of Funding:

Emergency Services

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	271-EMERGENCY SERVICES FUND	3630-EMS	531100-GENERAL SUPPLIES AND MATERIALS	$391,107.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: JS

Phone: 404-597-0084

HALL COUNTY
GEORGIA
*We have it **all** in Hall*

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

CONTRACT EXECUTION SIGNATURE REQUEST

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Penick

Date: May 21, 2025

To: David Gibbs, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 002-45-1

Bid/Contract Name: Disposable EMC Supply Annual Contract

Department(s) Requesting Contract: Fire Rescue

Award Recipient Name: Bound Tree Medical, LLC

Contract Description:

☒ Annual Contract ☐ New ☒ Renewal

FY 2025 Projected Spend: $379,716

☐ Price Increase Requested Increase Percentage: 3%

☐ Project/Service Contract FY 2026 Estimated Amount: $0

☒ Product Contract Estimated Amount: $391,107

Comment:

Year two (2) of a possible five (5) year contract. FY 2026 Renewal.
Bound Tree is the current contract holder and has been a vendor in good standing with the County for many years.
Bound Tree is requesting that some of the pricing be amended according to the allowance of the original bid parameters. No increases are greater than three percent (3%). The pricing for most of the contract items is being held at the FY 2025 pricing. See Attachment A for details. Fire Rescue has approved the price increases for FY 2026.
FY 2026 Estimated amount has been reviewed against the projected FY 2026 budget by Finance.

State of Georgia
County of Hall

Contract #002-45-1

Contract Renewal #1

Disposable EMS Supply Annual Contract

March 13, 2025

Whereas, the County desires to Renew the Contract period for a one year period through June 30, 2026, in accordance with the terms and conditions of Bid #002-45, Disposable EMS Supply 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, 2026,
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.

Bound Tree Medical, LLC

By: _____

Print Name: Corey Case

Title: Chief Marketing Officer

HALL COUNTY, GEORGIA

By. _____

David Gibbs, Chairman

Hall County Board of Commissioners

Date: _____

Attestment: _____

County Clerk

Sworn to and subscribed before me this

20th Day of May, 2025

Notary Public: _____

Notary commission expires: June 30, 2026

BRENNA PARSLEY
Notary Public
State of Ohio
My Comm. Expires
June 30, 2026

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

Renewal Item List for Hall County
Disposable EMS Supply
ATTACHMENT A

Hall County Bid Line #	Hall County Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Selling UoM	Current Price	New Price	BTM Notes
1	Bite Stick: Latex Free, American Diagnostic #4010T or equivalent	020010	BITE STICK PLASTIC SINGLES 10EA/BG	AMERICAN DIAGNOSTIC CORP.	1/EA	$ 0.41	$ 0.41	
2	Bulb Syringe: (Amsino Int'l.) #AS005025 or equivalent. 2 oz., ear / ulcer, vinyl, sterile	044-AS005025EA	Bulb syringe, ear/ulcer, 2 oz, vinyl, sterile 50ea/cs	AMSINO INTERNATIONAL, INC.	1/EA	$ 0.59	$ 0.60	
3	CPCP, (Pulmodyne) O2 Quick Connect, Green,#313-111111	313-111111EA	O2, Ohmeda - Male, DISS - Male, Green, Quick Connect, Disposable, 30ea/cs	PULMODYNE	1/EA	$ 2.54	$ 2.61	
4	Cylinder Wrench: Metal with chain, "D" and "E" cylinders	96-MCW-2BC	Cylinder wrench, metal, with chain, for D and E cylinders	WESTERN ENTERPRISES	1/EA	$ 3.93	$ 4.04	
5	DC Power Cord "LSU4" (300 ml) Suction Unit AC/DC power cord	884500	12VDC Power Cord LCSU 2, LCSU 3 and LCSU 4, 300ml	LAERDAL MEDICAL CORPORATION	1/EA	$ 54.14	$ 55.76	
6	DC Power Cord "LSU" Suction Unit (1200 ml) Canister AC/DC power cord	780200	DC POWER CORD **LSU**	LAERDAL MEDICAL CORPORATION	1/EA	$ 96.75	$ 99.65	
7	Emergency Resuscitation Device: Hand held, disposable, manual, adult patient	BLS-8705	Rescuer Emergency CPAP, Generator with Deluxe Mask, Bonnet, Medium Adult 1/EA 6EA/CS	BLS SYSTEM LIMITED	1/EA	$ 38.24	$ 38.24	
8	End Tidal Disposable Co2 Detector: (Nellcor) Cap II or equivalent (Covidien), Easy Cap	530024	CO2 DETECTOR, EASY CAP 6EA/BX 4BX/CS (24/CS)	MEDTRONIC (COVIDIEN)	1/EA	$ 9.65	$ 9.65	
9	Endotracheal Tube: Rusch #506525 or equivalent, 2.5MM, preloaded stylet, uncuffed	2113-10325	Curaplex Select Endotracheal Tube with Stylette, 2.5mm, Uncuffed 10ea/bx 10bx/cs	CURAPLEX BY BOUND TREE	1/EA	$ 1.36	$ 1.36	
10	Endotracheal Tube: Rusch #506530 or equivalent, 3..0MM preloaded stylet, uncuffed	2113-10330	Curaplex Select Endotracheal Tube with Stylette, 3.0mm, Uncuffed 10ea/bx 10bx/cs	CURAPLEX BY BOUND TREE	1/EA	$ 1.36	$ 1.36	
11	Endotracheal Tube: Rusch #506535 or equivalent, 3.5MM preloaded stylet, uncuffed	2113-10335	Curaplex Select Endotracheal Tube with Stylette, 3.5mm, Uncuffed 10ea/bx 10bx/cs	CURAPLEX BY BOUND TREE	1/EA	$ 1.36	$ 1.36	
12	Endotracheal Tube: Rusch #506540 or equivalent, 4.0MM preloaded stylet, uncuffed	2113-10340	Curaplex Select Endotracheal Tube with Stylette, 4.0mm, Uncuffed 10ea/bx 10bx/cs	CURAPLEX BY BOUND TREE	1/EA	$ 1.36	$ 1.36	
13	Endotracheal Tube: Rusch #506545 or equivalent, 4.5MM preloaded stylet, uncuffed	2113-10345	Curaplex Select Endotracheal Tube with Stylette, 4.5mm, Uncuffed 10ea/bx 10bx/cs	CURAPLEX BY BOUND TREE	1/EA	$ 1.36	$ 1.36	
14	Endotracheal Tube: Rusch #506550 or equivalent, 5.0MM preloaded stylet, uncuffed	2113-10350	Curaplex Select Endotracheal Tube with Stylette, 5.0mm, Uncuffed 10ea/bx 10bx/cs	CURAPLEX BY BOUND TREE	1/EA	$ 1.36	$ 1.36	
15	Endotracheal Tube: Rusch #506555 or equivalent, 5.5MM preloaded stylet, uncuffed	2113-10255	Curaplex Select Endotracheal Tube with Stylette, 5.5mm, Cuffed 10ea/bx 10bx/cs	CURAPLEX BY BOUND TREE	1/EA	$ 1.58	$ 1.58	
16	Endotracheal Tube: Rusch #506560 or equivalent, 6.0MM preloaded stylet, uncuffed	2113-10260	Curaplex Select Endotracheal Tube with Stylette, 6.0mm, Cuffed 10ea/bx 10bx/cs	CURAPLEX BY BOUND TREE	1/EA	$ 1.58	$ 1.58	
17	Endotracheal Tube: Rusch #506565 or equivalent, 6.5MM preloaded stylet, uncuffed	2113-10265	Curaplex Select Endotracheal Tube with Stylette, 6.5mm, Cuffed 10ea/bx 10bx/cs	CURAPLEX BY BOUND TREE	1/EA	$ 1.58	$ 1.58	
18	Endotracheal Tube: Rusch #506570 or equivalent, 7.0MM preloaded stylet, uncuffed	2113-10270	Curaplex Select Endotracheal Tube with Stylette, 7.0mm, Cuffed 10ea/bx 10bx/cs	CURAPLEX BY BOUND TREE	1/EA	$ 1.58	$ 1.58	
19	Endotracheal Tube: Rusch #506575 or equivalent, 7.5MM preloaded stylet, uncuffed	2113-10275	Curaplex Select Endotracheal Tube with Stylette, 7.5mm, Cuffed 10ea/bx 10bx/cs	CURAPLEX BY BOUND TREE	1/EA	$ 1.58	$ 1.58	
20	Endotracheal Tube: Rusch #506580 or equivalent, 8.0MM preloaded stylet, uncuffed	2113-10280	Curaplex Select Endotracheal Tube with Stylette, 8.0mm, Cuffed 10ea/bx 10bx/cs	CURAPLEX BY BOUND TREE	1/EA	$ 1.58	$ 1.58	
21	Endotracheal Tube: Rusch #506585 or equivalent, 8.5MM preloaded stylet, uncuffed	2113-10285	Curaplex Select Endotracheal Tube with Stylette, 8.5mm, Cuffed 10ea/bx 10bx/cs	CURAPLEX BY BOUND TREE	1/EA	$ 1.58	$ 1.58	
22	Endotracheal Tube: Rusch #506590 or equivalent, 9.0MM preloaded stylet, uncuffed	2113-10290	Curaplex Select Endotracheal Tube with Stylette, 9.0mm, Cuffed 10ea/bx 10bx/cs	CURAPLEX BY BOUND TREE	1/EA	$ 1.58	$ 1.58	
23	Endotracheal tube holder, (Thomas Select),#2130-42560	2130-42560	Endotracheal Tube Holder, Thomas Select, Adult, for ET/SGA Tubes 6.5mm ID to 42mm OD 25ea/cs	LAERDAL MEDICAL CORPORATION	1/EA	$ 3.53	$ 3.53	
24	Endotracheal Tube Holder: Adult, Thomas Laerdal #600-10000 ONLY	020500	Endotracheal Tube Holder, Thomas, Adult, for ET/SGA Tubes 6.5mm ID to 21mm OD	LAERDAL MEDICAL CORPORATION	1/EA	$ 2.82	$ 2.84	
25	Endotracheal Tube Holder: Infant, Thomas Laerdal #600- 20000 ONLY	020400	Endotracheal Tube Holder, Thomas, Pediatric/Child, for ET/SGA Tubes 4.3mm ID to 15.8mm OD	LAERDAL MEDICAL CORPORATION	1/EA	$ 2.82	$ 2.84	
26	Thomas Select ET Tube holder Adult and Thomas ET tube holder, Pediatric, Pink	020400	Endotracheal Tube Holder, Thomas, Pediatric/Child, for ET/SGA Tubes 4.3mm ID to 15.8mm OD	LAERDAL MEDICAL CORPORATION	1/EA	$ 2.82	$ 2.84	
27	ET Tube Introducer, Sunmed, adult malleable 15FRx70 cm introducer with coude lip ONLY	13362	ET Tube Introducer, Sunmed, adult malleable 15FR x 70cm introducer 10ea/bx	AIRLIFE	1/EA	$ 5.24	$ 5.39	
28	ET Tube Introducer, Sunmed, pediatric malleable 10FRx70 cm introducer with coude lip ONLY	13363	ET Tube Introducer, Sunmed, pediatric malleable 10FR x 70cm introducer 10ea/bx	AIRLIFE	1/EA	$ 5.24	$ 5.24	
29	Filterline set, non-humidified, intubated, adult / pediatric compatible with ZOLL X-Series	301-5107ET	CURAPLEX CAPNOGRAPHY ADULT/PEDIATRIC 7FT ETCO2 SAMPLING LINE W/ AIRWAY ADAPTER INTUBATED 25/CS	CURAPLEX BY BOUND TREE	1/EA	$ 5.60	$ 5.60	
30	Gasket Regulator Washer, #10868	10868	GASKET REGULATOR O-RING 50EA/CS	MERET	1/EA	$ 0.69	$ 0.69	
31	High Efficiency Filter Kit, #2223-11388	2223-11688	High Efficiency Filter Kit for LCSU 4	LAERDAL MEDICAL CORPORATION	1/EA	$ 18.64	$ 19.19	
32	Intranasal Mucosal Atomizer Device, (Curaplex), #2170-20300	2170-20300	Curaplex DART, No Syringe, Latex Free 1/EA 25EA/CS	CURAPLEX BY BOUND TREE	1/EA	$ 3.75	$ 3.75	
33	Laryngoscope Blade, Rapid Trauma, LLC #112202 ONLY, Mac 2, disposable, stainless steel, Ultrabrite LED	2145-13402	Curaplex Select Laryngoscope Blade, Mac 2, LED, Disposable 20ea/bx	CURAPLEX BY BOUND TREE	1/EA	$ 4.32	$ 4.32	
34	Laryngoscope Blade, Rapid Trauma, LLC #112203 ONLY, Mac 3, disposable, stainless steel, Ultrabrite LED	2145-13403	Curaplex Select Laryngoscope Blade, Mac 3, LED, Disposable 20ea/bx	CURAPLEX BY BOUND TREE	1/EA	$ 4.32	$ 4.32	
35	Laryngoscope Blade, Rapid Trauma, LLC #112204 ONLY, Mac 4, disposable, stainless steel, Ultrabrite LED	2145-13404	Curaplex Select Laryngoscope Blade, Mac 4, LED, Disposable 20ea/bx	CURAPLEX BY BOUND TREE	1/EA	$ 4.32	$ 4.32	
36	Laryngoscope Blade, Rapid Trauma, LLC #112302 ONLY, Miller 0, disposable, stainless steel, Ultrabrite LED	2145-13501	Curaplex Select Laryngoscope Blade, Miller 0, LED, Disposable 20ea/bx	CURAPLEX BY BOUND TREE	1/EA	$ 4.32	$ 4.32	
37	Laryngoscope Blade, Rapid Trauma, LLC #112303 ONLY, Miller 1, disposable, stainless steel, Ultrabrite LED	2145-13502	Curaplex Select Laryngoscope Blade, Miller 1, LED, Disposable 20ea/bx	CURAPLEX BY BOUND TREE	1/EA	$ 4.32	$ 4.32	

Renewal Item List for Hall County
Disposable EMS Supply

Hall County Bid Line #	Hall County Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Selling UoM	Current Price	New Price	BTM Notes
38	Laryngoscope Blade, Rapid Trauma, LLC #112304 ONLY, Miller 2, disposable, stainless steel, Ultrabrite LED	2145-13503	Curaplex Select Laryngoscope Blade, Miller 2, LED, Disposable 20ea/bx	CURAPLEX BY BOUND TREE	1/EA	$ 4.32	$ 4.32	
39	Laryngoscope Blade, Rapid Trauma, LLC #112305 ONLY, Miller 3, disposable, stainless steel, Ultrabrite LED	2145-13504	Curaplex Select Laryngoscope Blade, Miller 3, LED, Disposable 20ea/bx	CURAPLEX BY BOUND TREE	1/EA	$ 4.32	$ 4.32	
40	Laryngoscope Handle, (Medsource Int'L) #MS-46000 or equivalent, metal handle, standard, adult, medium, 2c batteries	533-MS-001H1	Laryngoscope Handle, Medium Standard, Accepts 2 C Batteries	MEDSOURCE INTERNATIONAL	1/EA	$ 12.09	$ 12.09	
41	Laryngoscope Handle, (Medsource Int'L) #MS-46001 or equivalent, metal handle, standard, pediatric, small, 2AA batteries	533-MS-001H2	Laryngoscope Handle, Small Standard, Accepts 2 AA Batteries	MEDSOURCE INTERNATIONAL	1/EA	$ 12.09	$ 12.09	
42	LCSU 4, 800 ml, #2221-51088	2221-51088	Suction Unit, LCSU 4 (Laerdal Compact Suction Unit), 800ml w/carry case	LAERDAL MEDICAL CORPORATION	1/EA	$ 532.51	$ 532.51	
43	Lubricating Jelly PDI sterile 2.7GM	1340-27000	Curaplex Lubricating Jelly, Foil Packet 2.7g 144/BX 128X/CS	CURAPLEX BY BOUND TREE	144/BX	$ 4.32	$ 4.32	
44	Nasal Cannula Hudson #1820 ONLY (Teleflex Medical) Adult, over the ear, curved tips, 7' tubing has non-crushable interior design, standard oxygen connector, soft tech, individually wrapped	36-1820	Oxygen nasal cannula, Softech, adult, over the ear, 7ft Star lumen tubing, st oxygen connector 50/cs	MEDLINE INDUSTRIES, INC.	50/CS	$ 42.00	$ 42.00	
45	Nasal Cannula Smart CapnoLine or equivalent, adult, oxygen delivery with standard oxygen connector, EtCO2, monitoring filterline ZOLL X-Series compatible	301-5707F-SE	CURAPLEX CAPNOGRAPHY ADULT 7FT ETCO2 ORAL-NASAL CANNULA 25/CS	CURAPLEX BY BOUND TREE	1/EA	$ 5.00	$ 5.00	
46	Nasopharyngeal Airway Rusch #123120 or equivalent (Teleflex Medical), 20 French, latex free, Robertazzi style, sterile, individually packaged	2021-23970	Medsource Silicone Nasopharyngeal Airway 20 fr 10ea/bx	MEDSOURCE INTERNATIONAL	1/EA	$ 1.44	$ 1.44	
47	Nasopharyngeal Airway Rusch #123122 or equivalent (Teleflex Medical), 22 French, latex free, Robertazzi style, sterile, individually packaged	2021-23972	Medsource Silicone Nasopharyngeal Airway 22 fr 10ea/bx	MEDSOURCE INTERNATIONAL	1/EA	$ 1.44	$ 1.44	
48	Nasopharyngeal Airway Rusch #123126 or equivalent (Teleflex Medical), 26 French, latex free, Robertazzi style, sterile, individually packaged	2021-23976	Medsource Silicone Nasopharyngeal Airway 26 fr 10ea/bx	MEDSOURCE INTERNATIONAL	1/EA	$ 1.44	$ 1.44	
49	Nasopharyngeal Airway Rusch #123128 or equivalent (Teleflex Medical), 28 French, latex free, Robertazzi style, sterile, individually packaged	2021-23978	Medsource Silicone Nasopharyngeal Airway 28 fr 10ea/bx	MEDSOURCE INTERNATIONAL	1/EA	$ 1.44	$ 1.44	
50	Nasopharyngeal Airway Rusch #123130 or equivalent (Teleflex Medical), 30 French, latex free, Robertazzi style, sterile, individually packaged	2021-23980	Medsource Silicone Nasopharyngeal Airway 30 fr 10ea/bx	MEDSOURCE INTERNATIONAL	1/EA	$ 1.44	$ 1.44	
51	Nasopharyngeal Airway Rusch #123132 or equivalent (Teleflex Medical), 32 French, latex free, Robertazzi style, sterile, individually packaged	2021-23982	Medsource Silicone Nasopharyngeal Airway 32 fr 10ea/bx	MEDSOURCE INTERNATIONAL	1/EA	$ 1.44	$ 1.44	
52	Nasopharyngeal Airway Rusch #123134 or equivalent (Teleflex Medical), 34 French, latex free, Robertazzi style, sterile, individually packaged	2021-23984	Medsource Silicone Nasopharyngeal Airway 34 fr 10ea/bx	MEDSOURCE INTERNATIONAL	1/EA	$ 1.44	$ 1.44	
53	Nasopharyngeal Airway Rusch #123136 or equivalent (Teleflex Medical), 36 French, latex free, Robertazzi style, sterile, individually packaged	2021-23986	Medsource Silicone Nasopharyngeal Airway 36 fr 10ea/bx	MEDSOURCE INTERNATIONAL	1/EA	$ 1.44	$ 1.44	
54	Nebulizer Hospitak #3759 or equivalent (Westmed Inc.) adult, small volume, handheld, "T" mouthpiece, 6" flextube, 7' tubing has non-crushable interior design with connector	963-0222EA	Nebulizer, VixOne, small volume, with mouthpiece, universal tee, 7 ft king resistant tubing 50ea/cs	AIRLIFE	1/EA	$ 0.91	$ 0.91	
55	Nebulizer pediatric with mask being offered, latex free, small volume, hand held, pediatric aerosol mask, 7' kink resistant tubing	301-203EA	Curaplex Select Nebulizer, Small-volume, Hand-held, Pediatric Aerosol Mask, 7 ft Tubing 50ea/cs	CURAPLEX BY BOUND TREE	1/EA	$ 0.86	$ 0.86	
56	Nebulizer adult with mask being offered, latex free, small volume, hand held, adult aerosol mask, 7' kink resistant tubing	301-202EA	Curaplex Select Nebulizer, Small-volume, Adult Aerosol Mask, 7 ft Tubing 50ea/cs	CURAPLEX BY BOUND TREE	1/EA	$ 0.95	$ 0.95	
57	Nebulizer Kit (bag assist), Care Fusion #RESNKBT01A, latex free, 7' oxygen tubing, "T" adapter mouthpiece, 6" flex, vent seal adapter	36627	Curaplex Bag Assist Nebulizer Kit	CURAPLEX BY BOUND TREE	1/EA	$ 5.73	$ 5.90	
58	O2 Regulator, Precision Medicine Wall Mount, Ball Style, #020631	020631	FLOWMETER OXYGEN WITH OHMEDA QC ADAPTER 0-15 LPM	PRECISION MEDICAL INC.	1/EA	$ 34.10	$ 34.10	
59	Oropharyngeal Airway Hudson #121801 or equivalent (Asia Connection-Taiwan), Neonatal, 40MM Berman (Pink)	2010-34040	Curaplex Disp Berman Oral Airway, Noenatal, 40mm (Pink) Individually Wrapped 1/EA 50EA/BG 80BG/CS	CURAPLEX BY BOUND TREE	1/EA	$ 0.14	$ 0.14	
60	Oropharyngeal Airway Hudson #121850 or equivalent (Asia Connection-Taiwan), Infant, 50MM Berman (Blue)	2010-34050	Curaplex Disp Berman Oral Airway, Inf, 50mm (Blue) Individually Wrapped 1/EA 50EA/BG 60BG/CS	CURAPLEX BY BOUND TREE	1/EA	$ 0.14	$ 0.14	
61	Oropharyngeal Airway Hudson #121802 or equivalent (Asia Connection-Taiwan), Small Child, 60MM Berman (Black) made of plastic with a smooth, non-brittle finish, mid-wall access of a suction catheter, reinforced bite block	2010-34060	Curaplex Disp Berman Oral Airway, Child, 60mm (Black) Individually Wrapped 1/EA 50EA/BG 44BG/CS	CURAPLEX BY BOUND TREE	1/EA	$ 0.14	$ 0.14	
62	Oropharyngeal Airway Hudson #121870 or equivalent (Asia Connection-Taiwan), Large Child, 70MM Berman (White)	2010-34070	Curaplex Disp Berman Oral Airway, LG Child, 70mm (White) Individually Wrapped 1/EA 50EA/BG 30BG/CS	CURAPLEX BY BOUND TREE	1/EA	$ 0.14	$ 0.14	
63	Oropharyngeal Airway Hudson #121803 or equivalent (Asia Connection-Taiwan), Small Adult, 80MM Berman (Green) made of plastic with a smooth, non-brittle finish, mid-wall dual channel openings permits access of a suction catheter, reinforced bite block	2010-34080	Curaplex Disp Berman Oral Airway, SM ADLT, 80mm (Green) Individually Wrapped 1/EA 50EA/BG 26BG/CS	CURAPLEX BY BOUND TREE	1/EA	$ 0.14	$ 0.14	
64	Oropharyngeal Airway Hudson #121804 or equivalent (Asia Connection-Taiwan), Medium Adult, 90MM Berman (Yellow) made of plastic with a smooth, non-brittle finish, mid-wall dual channel openings permits access of a suction catheter reinforced bite block	2010-34090	Curaplex Disp Berman Oral Airway, Med Adult, 90mm (Yellow) 1/EA 50EA/BG 18BG/CS	CURAPLEX BY BOUND TREE	1/EA	$ 0.14	$ 0.14	
65	Oropharyngeal Airway Hudson #121805 or equivalent (Asia Connection-Taiwan), Large Adult, 100MM Berman (Red)	2010-34100	Curaplex Disp Berman Oral Airway, LG ADLT, 100mm (PRPL or RD) Individually Wrap 1/EA 50EA/BG 14BG/CS	CURAPLEX BY BOUND TREE	1/EA	$ 0.14	$ 0.14	

Renewal Item List for Hall County
Disposable EMS Supply

Hall County Bid Line #	Hall County Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Selling UoM	Current Price	New Price	BTM Notes
66	Oropharyngeal Airway Hudson #121806 or equivalent (Asia Connection-Taiwan), XL Adult, 110MM Berman (Orange)	2010-37110	Curaplex Disposable Berman Airway, X-Large Adult, 110mm (Orange) 50EA/BG, 13BG/CS (650EA/CS)	CURAPLEX BY BOUND TREE	1/EA	$ 0.14	$ 0.14	
67	Oxygen Adapter, barb, nipple / nut tapered, plastic	11187	O2 Connector, Barb, Nipple/Nut, Swivel, Tapered, Plastic, Green 50ea/bg	HYPERKINETICS	1/EA	$ 0.24	$ 0.24	
68	Oxygen Mask, non-rebreather, Hudson #1060 or equivalent (Asia Connection Shanghai), Adult with vent	30051	Curaplex Oxygen Mask, Adult, Elongated, Partial NRB w/Vent, Reservoir Bag, 7 ft Tubing 50ea/cs	CURAPLEX BY BOUND TREE	1/EA	$ 0.69	$ 0.69	
69	Oxygen Mask, non-rebreather, Hudson #1011 or equivalent (Asia Connection Shanghai), Pediatric with vent	30053	Curaplex Oxygen Mask, Elongated, Pediatric, Partial NRB w/Vent, Reservoir Bag, 7 ft Tubing 50ea/cs	CURAPLEX BY BOUND TREE	1/EA	$ 0.69	$ 0.69	
70	Oxygen Regulator, 1 DSS, 1 BARB, 0-25 LPM	15014	Oxygen Regulator, Genstar, CGA870, All Brass, 1 DISS, 1 Hose Barb, 0-25 LPM	GENSTAR TECHNOLOGIES CO, INC	1/EA	$ 49.94	$ 49.94	
71	Oxygen Tubing, Hudson #1115 or equivalent (Ventlab Corp), 7', 3 channel safety, 3/16" inside diameter	77-2002EA	Oxygen connecting tubing, 7 ft, 3 channel safety tubing, 3/16 in. I.D. 50ea/cs	AIRLIFE	1/EA	$ 0.33	$ 0.33	
72	Resuscitator Mask manual resuscitator adult disposable bag with PEEP valve or attachment for disposable PEEP valve	520-211	BVM, SPUR II, ADULT W/ MEDIUM ADULT MASK, INDIVIDUALLY BOXED 12/CS	AMBU INC.	1/EA	$ 8.80	$ 8.80	
73	Resuscitator Mask / Bag Manual resuscitator infant / child includes 3 masks, PEEP valve or attachment for disposable PEEP valve	2442-21402	BVM, SPUR II, Pedi w/Neonate/Infant/Toddler Masks, Bag Reservoir, Medi Port, Boxed 12ea/cs	AMBU INC.	1/EA	$ 14.51	$ 14.51	
74	Replacement Canister (Ambu #2760000010) ONLY, replacement canister for hand pum	590277	*DC* SUCTION CANISTER FOR HAND PUMP 10/CS RES-CUE PUMP	AMBU INC.	1/EA	$ 8.71		Discontinued. Please remove. Replacement item is already in the bid list. 533-MS-002PMP
75	Resuscitator HEPA Filter	301-439EA	Curaplex High efficiency HEPA filter, w/port, hydrophobic paper, TV greater than 500ml 50ea/cs	CURAPLEX BY BOUND TREE	1/EA	$ 2.35	$ 2.35	
76	Adjustable PEEP Valve disposable valve for BVM	531799	PEEP VALVE DISPOSABLE ADJUSTABLE 0-22CM H20 12/CS	ALLIED MEDICAL LLC	1/EA	$ 4.25	$ 4.25	
77	Replacement Canister Ambu #27600000010 ONLY for hand pump	590277	*DC* SUCTION CANISTER FOR HAND PUMP 10/CS RES-CUE PUMP	AMBU INC.	1/EA	$ 8.71		Discontinued. Please remove. Replacement item is already in the bid list. 533-MS-002PMP
78	Rescue CPAP (BiTrac ED #313-7756EA) or equivalent (Pulmodyne) Adult medium mask / strap with 3-set valve 02 max, DISS Cnt, fixed flow, full headgear	313-7756EA	O2 MAX BiTrac ED Mask/Strap, Adult MED w/3-SET Valve, DISS Cnt, Fixed Flow, Full Cap Hdgear 10ea/cs	PULMODYNE	1/EA	$ 44.73	$ 46.07	
79	Rescue CPAP (BiTrac ED #313-7028X) or equivalent (Pulmodyne) Small Adult, full face mask, head strap	313-7028EA	BITRAC ED FULL FACE MASK AND HEAD STRAP, ADULT SMALL 10/CS	PULMODYNE	1/EA	$ 22.52	$ 23.19	
80	Rescue CPAP (BiTrac ED #313-7030X) or equivalent (Pulmodyne) Large Adult, full face mask, head strap	313-7030EA	BITRAC ED FULL FACE MASK AND HEAD STRAP, ADULT LARGE 10/CS	PULMODYNE	1/EA	$ 22.52	$ 23.19	
81	Smart Capnoline, Pedi, #177669	301-5807F-SE	CURAPLEX PED 7FT ETCO2 ORAL-NASAL CANNULA 25/CS	CURAPLEX BY BOUND TREE	1/EA	$ 6.35	$ 6.35	
82	Suction Catheter (Medsource Int'L) #MS-SC06 or equivalent, 6 French, coiled with whistle tip and thumb control port, sterile, disposable	36090	Curaplex Suction Catheter, 6 Fr, Whistle Tip and Thumb Control Port 50ea/cs	CURAPLEX BY BOUND TREE	1/EA	$ 0.15	$ 0.15	
83	Suction Catheter (Medsource Int'L) #MS-SC10 or equivalent, 10 French, coiled with whistle tip and thumb control port, sterile, disposable	36092	Curaplex Suction Catheter, 10 Fr, Whistle Tip and Thumb Control Port 50ea/cs	CURAPLEX BY BOUND TREE	1/EA	$ 0.15	$ 0.15	
84	Suction Catheter (Medsource Int'L) #MS-SC14 or equivalent, 14 French, coiled with whistle tip and thumb control port, sterile, disposable	36094	Curaplex Suction Catheter, 14 Fr, Whistle Tip and Thumb Control Port 50ea/cs	CURAPLEX BY BOUND TREE	1/EA	$ 0.15	$ 0.15	
85	Suction Catheter (Medsource Int'L) #MS-SC18 or equivalent, 18 French, coiled with whistle tip and thumb control port, sterile, disposable	36095	Curaplex Suction Catheter, 16 Fr, Whistle Tip and Thumb Control Port 50ea/cs	CURAPLEX BY BOUND TREE	1/EA	$ 0.15	$ 0.15	
86	Suction Catheter #SSCOR DuCanto ONLY, Yaunker tip, shaft diameter 0.26" x .55" (6.6 mm x 13.9 mm) Tube length 9.3" (236.22 mm)	2211-00002	Suction Catheter, SSCOR DuCanto Catheter 1/EA 50EA/CS	SSCOR, INC.	1/EA	$ 2.54	$ 2.61	
87	Suction Canister (Bemis) #484410 Hi Flow ONLY, disposable, rigid top, 1200 CC	598041	SUCTION CANISTER DISPOSABLE RIGID GREEN TOP 1200cc 48/CS HI-FLOW	BEMIS HEALTH CARE PRODUCTS	1/EA	$ 3.49	$ 3.49	
88	Suction Canister (Laerdal) #886100, 300 ml display canister w/tubing	2212-86100	Suction Canister, 300cc, for the LCSU 4 (300ml) Suction Unit, incl Tubing, Disposable	LAERDAL MEDICAL CORPORATION	1/EA	$ 18.64	$ 19.19	
89	Suction Canister w/ lid, 800 ml, #2212-20048	2212-10800	Curaplex Disposable Suction Canister, 800cc 1/EA 100EA/CS	CURAPLEX BY BOUND TREE	1/EA	$ 2.99	$ 2.99	
90	Suction Pump, (Curaplex) , manual, #10369	10369	Curaplex Manual Suction Pump, incl Pump, Adult Suction Canister, Two Catheters	CURAPLEX BY BOUND TREE	1/EA	$ 26.90	$ 26.90	
91	Suction Pump Canister Refill, (Curaplex), for manual suction pump, #533-MS-002PMP	533-MS-002PMP	Canister, Refill, for MS-001PMP and Curaplex Manual Suction Pump	CURAPLEX BY BOUND TREE	1/EA	$ 8.46	$ 8.46	
92	Suction Tubing (Conmed) #0034300 ONLY, 9/32" x 6", sterile	3243200	SUCTION TUBING STERILE 9/32 IN X 6 FT 50/CS	CONMED CORPORATION	1/EA	$ 2.06	$ 2.06	
93	Suction Unit LF (Laerdal) #L780200 ONLY, suction unit includes disposable canister & tubing	L780020	LSU SUCTION UNIT LF W/ DISPOSABLE CANISTER AND TUBING LAERDAL	LAERDAL MEDICAL CORPORATION	1/EA	$ 993.25	$ 1,023.04	
94	Replacement Filter for Laerdal Compact Suction Unit 4	2223-10788	Replacement Filter for LCSU 4 10/bx	LAERDAL MEDICAL CORPORATION	10/BX	$ 105.60	$ 108.76	
95	Suction Unit LF Battery (Laerdal) #L780400 ONLY, suction unit battery	L780400	BATTERY FOR LSU LAERDAL SUCTION UNIT	KIRT'S ELECTRONICS	1/EA	$ 57.00	$ 57.00	
96	Suction Unit LF Rechargeable Battery (Laerdal #L886113 ONLY 12V DC NiMH rechargeable battery	2223-11388	Replacement Battery for LCSU 4 and LCSU 3	LAERDAL MEDICAL CORPORATION	1/EA	$ 63.48	$ 65.38	
97	Suction Unit LF Soft Carrying Case (Laerdal) #L782000 ONLY, suction unit soft carrying case	L782000	CARRY CASE SOFT FULL COVERING FOR LAERDAL SUCTION	LAERDAL MEDICAL CORPORATION	1/EA	$ 54.14	$ 55.76	
98	Supraglottic Airway Kit i-gel #8201000 ONLY mfg. authorized kit, pink, sizes 1 (2 – 5 kg) Neonate, 15 mm connector	2114-08201	I-GEL SUPRAGLOTTIC AIRWAY FOR NEONATES (SIZE 1) 5-11 LBS (2-5 KG) 10EA/CS	INTERSURGICAL, INC.	1/EA	$ 16.10	$ 16.10	
99	Supraglottic Airway Kit i-gel #8215000 ONLY mfg. authorized kit, blue, sizes 1.5 (5 – 12 kg) Infant, 15 mm connector	2114-08215	I-GEL SUPRAGLOTTIC AIRWAY FOR INFANTS (SIZE 1.5) 11-25 LBS (5-12 KG) 10EA/CS	INTERSURGICAL, INC.	1/EA	$ 16.10	$ 16.10	
100	Supraglottic Airway Kit i-gel #8202000 ONLY mfg. authorized kit, gray, sizes 2 (10 – 25 kg) Small pediatric, 15 mm connector	2114-08202	I-GEL SUPRAGLOTTIC AIRWAY FOR SMALL PEDIATRICS (SIZE 2) 22-55 LBS (10-25 KG) 10EA/CS	INTERSURGICAL, INC.	1/EA	$ 16.10	$ 16.10	
101	Supraglottic Airway Kit i-gel #8225000 ONLY mfg. authorized kit, white, sizes 2.5 (25 – 35 kg) Large pediatric, 15 mm connector	2114-08225	I-GEL SUPRAGLOTTIC AIRWAY FOR LG PEDIATRICS (SIZE 2.5) 55-77 LBS (25-35 KG) 10EA/CS	INTERSURGICAL, INC.	1/EA	$ 16.10	$ 16.10	
102	Supraglottic Airway Kit i-gel #8203000 ONLY mfg. authorized kit, yellow, sizes 3 (30 – 60 kg) Small adult, 15 mm connector	2114-87301	i-gel O2 Resus Pack, SM Adult, incl size 3 i-gel O2, Lube, Strap, for Pts 30-60 kg 6ea/cs	INTERSURGICAL, INC.	1/EA	$ 26.83	$ 26.83	

Renewal Item List for Hall County
Disposable EMS Supply

Hall County Bid Line #	Hall County Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Selling UoM	Current Price	New Price	BTM Notes
103	Supraglottic Airway Kit i-gel #8204000 ONLY mfg. authorized kit, green, sizes 4 (50 – 90 kg) Medium adult, 15 mm connector	2114-87302	i-gel O2 Resus Pack, MED Adult, incl size 4 i-gel O2, Lube, Strap, for Pts 50-90 kg 6ea/cs	INTERSURGICAL, INC.	1/EA	$ 26.83	$ 26.83	
104	Supraglottic Airway Kit i-gel #8205000 ONLY mfg. authorized kit, orange, sizes 5 (90+ kgs) Large adults, 15 mm connector	2114-87303	i-gel O2 Resus Pack, LG Adult, incl size 5 i-gel O2, Lube, Strap, for Pts 90 plus kg 6ea/cs	INTERSURGICAL, INC.	1/EA	$ 26.83	$ 26.83	
105	Tactical Bougie, #2120-30100	2120-30100	Tacitical Bougie 15FR 1/EA 10EA/PK	ADROIT SURGICAL LLC	1/EA	$ 5.92	$ 5.92	
106	Quick Trach II, cuffed w/ plastic tube, #2160-90430	2160-90430	Cricothyrotomy Set, Quicktrach II, w/Cuff, Adult, 4mm ID, Plastic Tube, Sterile	VBM MEDICAL INC	1/EA	$ 175.00	$ 180.25	
107	Tube Flow Meter (Precision Medical) #8MFA1001 or equivalent, operates from 50 PSI source and 0-15 LPM	10857	Oxygen Flowmeter, CFM 0-15LPM, Standard 1/8 NPT Connection	GENSTAR TECHNOLOGIES CO, INC	1/EA	$ 29.79	$ 29.79	
108	Zoll X ETCO2 (infant/neonate) #8300-0522-01	2722-73807	*DC* Sampling Line, FilterLine H Set, Infant/Neonate, 13 ft, Intubated, Long Term 25ea/bx	MEDTRONIC (COVIDIEN)	1/EA	$ 16.76		
108-ALT	Zoll X ETCO2 (infant/neonate) #8300-0522-01	176324	FILTERLINE H SET INFANT/NEONATE, INCL AIRWAY ADAPTER, FILTERLINE, MICROSTREAM CONNECTION 25/BX	MEDTRONIC (COVIDIEN)	1/EA		$ 11.08	Replacement item. Please add.
109	12 V DC Battery for LSU, #2223-11388	2223-11388	Replacement Battery for LCSU 4 and LCSU 3	LAERDAL MEDICAL CORPORATION	1/EA	$ 63.48	$ 65.38	
110	Abdominal Pad (Dukal) #5810 or equivalent, 8" x 10", sterile	1212-12110	Curaplex Abdominal Combine Dressing, Sterile, 5 in x 9 in, 25/BX 16BX/CS	CURAPLEX BY BOUND TREE	25/BX	$ 2.50	$ 2.50	
111	Bandage (Dynarex) #3602 or equivalent, 1" x 3", adhesive, sheer	1122-14954	Curaplex Plastic Adhesive Bandage, 1in x 3in, 100/BX 60BX/CS	CURAPLEX BY BOUND TREE	100/BX	$ 1.00	$ 1.00	
112	Bandage (Dukal) #8515 or equivalent, 4" conforming stretch, gauze, sterile, roll	1121-36556	Curaplex Conforming Stretch Gauze Bandage, Sterile, 4 in 12rl/bx 8bx/cs	CURAPLEX BY BOUND TREE	12/BX	$ 2.40	$ 2.40	
113	Bandage (Dukal) #8516 or equivalent, 6" conforming stretch, gauze sterile, roll	1121-36557	Curaplex Conforming Stretch Gauze Bandage, Sterile, 6 in, 6rl/bx 8bx/cs	CURAPLEX BY BOUND TREE	6/BX	$ 1.92	$ 1.92	
114	Bandage (ADI Medical) #25046 or equivalent, 4-1/2" x 4.1 yards, woven, gauze, sterile, roll	1121-36645	Curaplex Fluff Bandage Roll 4.5 in x 4.1yds, 6ply, Sterile, 100rl/cs	CURAPLEX BY BOUND TREE	1/RL	$ 0.64	$ 0.64	
115	Bandage (BTM) #1214-47548 or equivalent, 3" x 48", sterile, white, non-woven, gauze with Kaolin	1214-47548	QuikClot EMS Rolled Gauze, 3 inch x 48 inch, Sterile, White, Nonwoven w/Kaolin	TELEFLEX LLC	1/EA	$ 17.11	$ 17.50	
116	Burn Dressing (Water-Jel Technologies) #0416-28 ONLY, 4" x 16"	710416	BURN DRESSING WATER-JEL 4 IN X 16 IN 28EA/CT	SAFEGUARD MEDICAL	1/EA	$ 8.85	$ 8.85	
117	Burn Sheet (GAM) #30-01 or equivalent (MedSource Int'L) 60" x 90", sterile	30061MS	Curaplex Burn Sheet, 60 inch x 90 inch, Sterile 50ea/cs	CURAPLEX BY BOUND TREE	1/EA	$ 2.41	$ 2.41	
118	Elastic Bandage (Dukal Corp.) 2", individually wrapped with 2 metal clips	1121-36550	Curaplex Elastic Bandage, 2 in, Latex Free 10pk/bx 5bx/cs	CURAPLEX BY BOUND TREE	10/BX	$ 2.60	$ 2.60	
119	Elastic Bandage (Dukal Corp.) 4", individually wrapped with 2 metal clips	1121-36552	Curaplex Elastic Bandage, 4 in, Latex Free 10pk/bx 5bx/cs	CURAPLEX BY BOUND TREE	10/BX	$ 4.70	$ 4.70	
120	Elastic Bandage (Dukal Corp.) 6", individually wrapped with 2 metal clips	1121-36553	Curaplex Elastic Bandage, 6 in, Latex Free 10pk/bx 5bx/cs	CURAPLEX BY BOUND TREE	10/BX	$ 6.40	$ 6.40	
121	Eye Pad (Kendall) #2841 or equivalent (Dynarex Corp), oval, 2-5/8" x 1-5/8", sterile	F165626	EYE PAD STERILE OVAL 2 5/8 IN X 1 5/8 IN 50/PK 12PK/CS	DYNAREX CORPORATION	50/PK	$ 4.00	$ 4.00	
122	Bandage – Israeli T3 Emergency Bandage or equivalent, vacuum sealed package, expandable sterile pad, detachable sterile pad, built-in closure bar	1211-63603	Israeli T3 Bandage 100ea/cs	SAFEGUARD MEDICAL	1/EA	$ 7.79	$ 7.79	
123	Gauze Sponge (Dukal) #6124 or equivalent (Dynarex Corp) 4" x 4", sterile	086124	GAUZE SPONGE STERILE NON WOVEN 4 PLY 4 IN X 4 IN 2/PK 50EA/BX 24BX/CS	DUKAL, LLC	50/BX	$ 2.50	$ 2.50	
124	Gauze Sponge (Dukal) #8509 or equivalent (Dynarex Corp) 4" x 4", non-sterile, 8 ply	1212-12115	CURAPLEX NON-STERILE, GAUZE PAD, WOVEN, 4 IN X 4 IN, 8-PLY, 200EA/BG 20BG/CS	CURAPLEX BY BOUND TREE	200/BG	$ 3.00	$ 3.00	
125	Gauze Sponge (Dukal) #8505 or equivalent (Dynarex Corp) 2" x 2", non-sterile, 8 ply	1212-12114	CURAPLEX NON-STERILE, GAUZE PAD, WOVEN, 2 IN X 2 IN, 8-PLY, 200/BG 25BG/CS	CURAPLEX BY BOUND TREE	200/BG	$ 1.00	$ 1.00	
126	Gauze Strip (Occlusive Integrity Medical Devices) #25-1390 or equivalent, 3" x 9", petroleum, gauze	1213-08331	*DCB* Gauze, Petrolatum, 3 in x 9 in 12/bx 12bx/cs	INTEGRITY MEDICAL DEVICES	12/BX	$ 5.76	$ 5.76	
127	Multi Trauma Bandage (MedSource Int'L) #GZM00150 or equivalent, 12" x 30", sterile	16353	Curaplex Multi-Trauma Dressing, 12 in x 30 in, Sterile, 50ea/cs	CURAPLEX BY BOUND TREE	1/EA	$ 1.08	$ 1.08	
128	Tape (Dukal) #HP8111 ONLY, clear surgical tape, hypoallergenic, 1" x 10 yards	081110	TAPE ADHESIVE TRANSPARENT 1 IN X 10 YARDS 12/BX 12BX/CS	DUKAL, LLC	12/BX	$ 6.36	$ 6.36	
129	Tape (Dukal) #HP8112 ONLY, clear surgical tape, hypoallergenic, 2" x 10 yards	372-8112BX	*DC* Clear surgical tape, Hypo-Clear, 2 in x 10 yds, hypoallergenic 6/bx 12 bx/cs	DUKAL, LLC	6/BX	$ 6.42		
129-ALT	Tape (Dukal) #HP8112 ONLY, clear surgical tape, hypoallergenic, 2" x 10 yards	1110-08403	Tape, Clear Surgical, Dynarex 3573, 2 in x 10 yd, 6/bx 12bx/cs	DYNAREX CORPORATION	6/BX		$ 6.97	Replacement item. Please add.
130	Tape (Dukal) #C210 ONLY, adhesive cloth, 2" x 10 yards	080210	TAPE ADHESIVE CLOTH 2 IN X 10 YARDS 6/BX 12BX/CS	DUKAL, LLC	6/BX	$ 8.76	$ 8.76	
131	Tape (Pedia)	3663-16054	Emergency Tape, PediaTape, 2023 version, measures length and estimate weight	PEDIATAPE,LLC	1/EA	$ 17.16	$ 17.16	
132	Tri-Angular Bandage (ADI Medical) #23040 or equivalent	1124-32400	Curaplex Triangular Bandage, Muslin 12/pk 20pk/cs 40 in x 40 in x 56 in	CURAPLEX BY BOUND TREE	12/PK	$ 4.20	$ 4.20	
133	AED Pads (ZOLL Medical)Stat-Padz ONLY Defib, adult	230802	STAT PADZ II ADULT FOR ZOLL AED PLUS X Series, AED PRO, M Series, R Series and E Series	ZOLL MEDICAL CORPORATION	1/PR	$ 42.85	$ 44.13	
134	AED Pads (ZOLL Medical) Stat-Padz ONLY HVP multi-function CPR Defib, adult	2742-40289	Zoll CPR Stat Padz, HVP Multi-Function CPR Electrodes, for Zoll M, E, X, R Series, AED Plus/Pro 1/PR	ZOLL MEDICAL CORPORATION	1/PR	$ 79.43	$ 81.81	
135	AED Pads (ZOLL Medical) Stat-Padz ONLY, defib, pedi-padz	230802	STAT PADZ II ADULT FOR ZOLL AED PLUS X Series, AED PRO, M Series, R Series and E Series	ZOLL MEDICAL CORPORATION	1/PR	$ 42.85	$ 44.13	
136	AED Pads (ZOLL Medical) Stat-Padz ONLY, multi-function ECG Electrode / Pacing, child, pedi-padz	230810	STAT PADZ II PEDIATRIC FOR ZOLL AED PLUS, AED PRO, M Series, R Series and E Series	ZOLL MEDICAL CORPORATION	1/PR	$ 103.05	$ 106.14	
137	Ammonia Towelettes, Safetech, #1360-62022	1360-62022	Ammonia 15-30% Strength Towelettes 10/BX 30BX/CS	SAFETEC OF AMERICA, INC.	10/BX	$ 2.60	$ 2.67	

Renewal Item List for Hall County
Disposable EMS Supply

Hall County Bid Line #	Hall County Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Selling UoM	Current Price	New Price	BTM Notes
138	Blood Glucose Monitor Assure Prism Multi Blood Glucose Kit #670162-KIT ONLY monitoring system includes pouch and user guide	670162-KIT	Curaplex Assure Prism Orange Kit ADVANCED	CURAPLEX BY BOUND TREE	1/EA	$ 29.58	$ 29.58	
139	Blood Glucose Test Strip Assure Prism Multi Blood glucose Test strips 32763-53050 ONLY	2763-53050	Blood Glucose Test Strips, Assure Prism Multi CLIA WAIVED 50/bt 1bt/box *Approved for Multi pt Use*	ARKRAY USA, INC.	50/BX	$ 7.50	$ 7.50	
140	Blood Glucose Test Solution Assure Dose #661328 ONLY, normal / high control solution	661328	Assure Dose Control Solution 2-Pack, Normal/High, for use with Assure Platinum Meter 2/PK	ARKRAY USA, INC.	2/PK	$ 10.00	$ 10.00	
141	Blood Glucose Safety Lancet (Surgilance) #E6254 or equivalent (Medi Purpose), 2.2MM, 22 gauge	2764-70721	*DC* Curaplex Safety Lancet, 21g 100/BX 48BX/CS	CURAPLEX BY BOUND TREE	100/BX	$ 11.00		
141-ALT	Blood Glucose Safety Lancet (Surgilance) #E6254 or equivalent (Medi Purpose), 2.2MM, 22 gauge	2764-80621	Curaplex Pressure Activated Safety Lancet 21G x 2.2MM, Green 100EA/BX, 10BX/CS	CURAPLEX BY BOUND TREE	100/BX		$ 11.00	Replacement item. Please add.
142	Blood Pressure Cuff (American Diagnostic) #775-11AN ONLY, navy, 11 adult	170775	Blood Pressure Cuff, Prosphyg 775, Navy, Size 11 Adult	AMERICAN DIAGNOSTIC CORP.	1/EA	$ 14.55	$ 14.83	
143	Blood Pressure Cuff (American Diagnostic) #775-12XN ONLY, navy, 12 large adult	170775X	Blood Pressure Cuff, Prosphyg 775, Navy, Size 12 LG Adult	AMERICAN DIAGNOSTIC CORP.	1/EA	$ 18.58	$ 18.94	
144	Blood Pressure Cuff (American Diagnostic) #775-10SAN ONLY, navy, 10 small adult	170775C	Blood Pressure Cuff, Prosphyg 775, Navy, Size 10 Small Adult	AMERICAN DIAGNOSTIC CORP.	1/EA	$ 14.55	$ 14.83	
145	Blood Pressure Cuff, (Curaplex), Manual, Infant #36010	36010	Curaplex Manual Blood Pressure Cuff, Infant, with Case 50ea/cs	CURAPLEX BY BOUND TREE	1/EA	$ 6.55	$ 6.55	
146	Blood Pressure Cuff, (Curaplex), Manual, Child, #36011	36011	Curaplex Manual Blood Pressure Cuff, Child, with Case 50ea/cs	CURAPLEX BY BOUND TREE	1/EA	$ 6.47	$ 6.47	
147	Cardiac Monitoring Electrode (AMBU) #SP-00-S/4 ONLY, medium size, pediatric / adult 4 electrodes / pack	230008	Electrodes, BlueSensor SP, Medium Size, Pediatric/Adult 4/PK 250PK/CS	AMBU INC.	4/PK	$ 0.92	$ 0.94	
148	Cardiac Monitoring Electrode (AMBU) #SP-00-S/10 ONLY, medium size, pediatric / adult 10 electrodes / pack	230005	Electrodes, BlueSensor SP, Medium Size, Pediatric/Adult 10/PK 200PK/CS	AMBU INC.	10/PK	$ 2.20	$ 2.26	
149	EKG Calipers	1634	EKG calipers	PRESTIGE MEDICAL	1/EA	$ 7.55	$ 7.77	
150	Face Mask, Level II, Blue, 3-ply w/ earloop, 1031-91422	1031-91422	Face Mask, 3-Ply, Earloops, Blue, ASTM Level II, 50/BX, 6BX/CS	LITTLE RAPIDS CORPORATION/GRAHAM MEDICAL	50/BX	$ 7.00	$ 7.00	
151	Forceps, Magill, child	0128	Forceps, Magill, child	SURGICAL DESIGN, INC	1/EA	$ 2.86	$ 2.86	
152	Forceps, Magill, adult	0129	Forceps, Magill, adult	SURGICAL DESIGN, INC	1/EA	$ 3.86	$ 3.86	
153	Intellisense Lithium Battery, for use in Powerheart AED G3 9300A, 9309E and 9390A Devices, adult Defib Powerheart	CAR9146	Intellisense Lithium Battery, for use in Powerheart AED G3 9300E, 9300A, 9390E and 9390A Devices	ZOLL MEDICAL CORPORATION	1/EA	$ 311.81	$ 321.16	
154	Nail polish remover pad (PDI) #871200 or equivalent (Nice- Pak), 1-1/4" x 2-5/8", acetone free	279-1501BX	Nail polish remover pad, Acetone Free 100BX, 10BX/CS	DYNAREX CORPORATION	100/BX	$ 6.00	$ 6.00	
155	Penlight (American Diagnostic) #351 or equivalent (MedSource Int'l.) penlight being offered with pupil gauge	32762	Curaplex Disposable Penlight 6/pk, 60pk/cs	CURAPLEX BY BOUND TREE	6/PK	$ 3.96	$ 3.96	
156	Stethoscope (American Diagnostic) #603R ONLY, Acoustic Red	170606	Stethoscope, Adscope 603, Acoustic, Red 10ea/cs	AMERICAN DIAGNOSTIC CORP.	1/EA	$ 30.06	$ 30.96	
157	Thermometer (Sure Temp), handheld, #179200	179200	Thermometer, Electronic, SureTemp Plus 690, 4 Ft Cord, Oral Probe w/Well	WELCH ALLYN, INC.	1/EA	$ 311.20	$ 320.53	
158	Thermometer (Welch Allyn Thermoscan) PRO 6000 with SM Cradle, #2731-14602 ONLY, ear type	2731-14602	Thermometer, Ear, Braun Thermoscan PRO 6000, w/SM Cradle	MAMMOTH MEDICAL, INC.	1/EA	$ 263.13	$ 263.13	
159	Thermometer Probe Covers, Braun Thermoscan PRO6000 Ear Thermometer, disposable	2733-14605	Probe Covers, Braun Thermoscan PRO 6000 Ear Thermometer, Disposable 200/bx 25bx/cs	WELCH ALLYN, INC.	200/BX	$ 14.00	$ 14.00	
160	Thermometer Probe Covers, (Sure Temp), #2733-53175	2733-53175	Probe Covers for SureTemp Thermometers 690, Disposable 250/bx 30bx/cs	WELCH ALLYN, INC.	250/BX	$ 10.00	$ 10.00	
161	Coverall (Sunrise Ind., Inc.) or equivalent, Tyvek, medium set in sleeve design, zipper, attached hood, boots, elastic wrist	3520-10703	Microchem AlphaTec 68 2000 Hooded Booted Coverall MED 25/CS	ANSELL HEALTHCARE PRODUCTS LLC	25/CS	$ 133.25	$ 133.25	
162	Coverall (Sunrise Ind., Inc.) or equivalent, Tyvek, large set in sleeve design, zipper, attached hood, boots, elastic wrist	3520-10704	Microchem AlphaTec 68 2000 Hooded Booted Coverall LG 25/CS	ANSELL HEALTHCARE PRODUCTS LLC	25/CS	$ 133.25	$ 133.25	
163	Coverall (Sunrise Ind., Inc.) or equivalent, Tyvek, X-large set in sleeve design, zipper, attached hood, boots, elastic wrist	3520-10705	Microchem AlphaTec 68 2000 Hooded Booted Coverall XL 25/CS	ANSELL HEALTHCARE PRODUCTS LLC	25/CS	$ 133.25	$ 133.25	
164	Coverall (Sunrise Ind., Inc.) or equivalent, Tyvek, 2X-large set in sleeve design, zipper, attached hood, boots, elastic wrist	3520-10706	Microchem AlphaTec 68 2000 Hooded Booted Coverall 2XL 25/CS	ANSELL HEALTHCARE PRODUCTS LLC	25/CS	$ 133.25	$ 133.25	
165	Coverall (Sunrise Ind., Inc.) or equivalent, Tyvek, 3X-large set in sleeve design, zipper, attached hood, boots, elastic wrist	3520-10707	Microchem AlphaTec 68 2000 Hooded Booted Coverall 3XL 25/CS	ANSELL HEALTHCARE PRODUCTS LLC	25/CS	$ 141.75	$ 141.75	
167	Exam Gloves (Curaplex) Triton Grip XPx2 Nitrile ONLY small, non-latex, #1015-47143	1015-10401	Gloves, LifeStar EC, SM, Nitrile, White Exterior/Blue Interior, Powder Free, 12 in 100/bx 10bx/cs	ANSELL HEALTHCARE PRODUCTS LLC	100/BX	$ 16.00	$ 16.48	
168	Exam Gloves Curaplex) Triton Grip XPx2 Nitrile ONLY medium, non-latex, #1015-47144	1015-10402	Gloves, LifeStar EC, MED, Nitrile, White Exterior/Blue Interior, Powder Free, 12 in 100/bx 10bx/cs	ANSELL HEALTHCARE PRODUCTS LLC	100/BX	$ 16.00	$ 16.48	
169	Exam Gloves Curaplex) Triton Grip XPx2 Nitrile ONLY Large, non-latex, #1015-47145	1015-10403	Gloves, LifeStar EC, LG, Nitrile, White Exterior/Blue Interior, Powder Free, 12 in 100/bx 10bx/cs	ANSELL HEALTHCARE PRODUCTS LLC	100/BX	$ 16.00	$ 16.48	
170	Exam Gloves (Curaplex) Triton Grip XPx2 Nitrile ONLY X-Large, non-latex, #1015-47146	1015-10404	Gloves, LifeStar EC, XL, Nitrile, White Exterior/Blue Interior, Powder Free, 12 in 100/bx 10bx/cs	ANSELL HEALTHCARE PRODUCTS LLC	100/BX	$ 16.00	$ 16.48	
171	Exam Gloves Curaplex) Triton Grip XPx2 Nitrile ONLY 2X- Large, non-latex, #1015-47147	1015-10405	Gloves, LifeStar EC, 2XL, Nitrile, White Exterior/Blue Interior, Powder Free, 12 in 100/bx 10bx/cs	ANSELL HEALTHCARE PRODUCTS LLC	100/BX	$ 16.00	$ 16.48	
172	Arm Sleeve (AirGas USA) or equivalent, pair, TyVex, white disposable sleeve, white gauntlet, elastic openings 18"	X2325	ARM SLEEVE COVERS FLUID BARRIERS (50 PR)	ALLCARE INC	50/CS	$ 86.50	$ 86.50	
173	Face Shield full face shield, elastic strap, clear plastic, anti-fog and anti-static, foam headband, lightweight	1031-12100	Face Shield 1/EA 96ECS	MEDSOURCE INTERNATIONAL	1/EA	$ 1.29	$ 1.29	
174	Infectious Waste Bag Red with black Biohazard print, 7 – 10 gallon, 1.25 mill gauge with reinforced seams	290116	BIOHAZARD BAG RED 7-10 GAL 23 X 23 1.2MIL 500/CS	MEDEGEN MEDICAL PRODUCTS, LLC	1/EA	$ 0.09	$ 0.09	

Renewal Item List for Hall County
Disposable EMS Supply

Hall County Bid Line #	Hall County Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Selling Unit	Current Price	New Price	BTM Notes
175	Germicidal Disposable Wipes low alcohol, large 6" x 6-3/4"	297272	Sani-Cloth Plus Germicidal Disp Wipes, Low Alcohol, LG, 6inch x 6 3/4inch, 160/tub	VYAIRE MEDICAL	160/TB	$ 6.40	$ 6.54	
176	Hand Sanitizer (DermaCen) ONLY (Central Solutions, Inc.) 4 oz. bottle with aloe, no water required, no rinsing	11974	*DC* Hand sanitizer, Dermacen, instant, w/aloe, 4 oz. bottle 24ea/cs	CENTRAL SOLUTIONS, INC	1/EA	$ 0.98		
176-ALT	Hand Sanitizer (DermaCen) ONLY (Central Solutions, Inc.) 4 oz. bottle with aloe, no water required, no rinsing	R3119	Hand sanitizer waterless, A.B.H.C., fresh scent, 4 oz Bottle with aloe, 24ea/cs	SAFETEC OF AMERICA, INC.	1/EA		$ 1.00	Replacement item. Please add.
177	Impervious Gown (O&M Halyard, Inc.) film gown, universal blue, thumb hooks, perforated open back	108-69490EA	Impervious film gown, universal, blue, thumbhooks, perforated open back, 75ea/cs	O&M HALYARD, INC.	1/EA	$ 1.74	$ 1.74	
178	Respirator (Kimberly Clark) Fluidshield N95 Particulate ONLY (O&M Halyard Inc.) N95, size - regular	1031-46727	*NON-RETURNABLE* FluidShield Surgical N95 Respirator Mask, Regular Size 35/BX 6BX/CS	MAMMOTH MEDICAL, INC.	35/BX	$ 41.30	$ 41.30	
179	Respirator (Kimberly Clark) Tecnol N95 #299174 ONLY (Halyard Health) N95, size – small, filtered respirator and surgical mask	299174	LTD QTY - Particulate Respirator, N95 Mask, Tecnol, SM Size 35/bx 6bx/cs	O&M HALYARD, INC.	35/BX	$ 81.20	$ 81.20	
180	Respirator (3M Health Care) N95 ONLY Regular, cup, blue, LF, nose foam, fluid resistant, disposable	291860	Particulate Respirator, N95, REG Size, Cup, Blue, Nosefoam, Fluid Resistant, Disp, L	3M HEALTH CARE	20/BX	$ 22.40	$ 22.40	
181	Respirator (3M Health Care) N95 ONLY Small, cup, blue, LF, nose foam, fluid resistant, disposable	291860S	Particulate Respirator, N95, SM Size, Cup, Blue, Nosefoam, Fluid Resistant, Disp, LF	3M HEALTH CARE	20/BX	$ 22.40	$ 22.40	
182	Safety Glasses (Kimberly Clark) #25676 ONLY Nemesis V30, black frame, clear lens, neck cord	1022-15676	Safety Glasses, Nemesis V30, Black Frame, Clear Lens, Neck Cord included 12ea/cs	MED PLUS SERVICES USA	1/EA	$ 3.57	$ 3.57	
183	Spit Hood, #1033-15311	1033-15311	*DC* SPIT SOCK FACE COVER TO PREVENT PATIENT SPITTING, WHITE	STEARNS WEAR	1/EA	$ 2.92		
183-ALT	Spit Hood, #1033-15311	1031-28523	The Taylor Spit Hood. One Size Fits Most, White 50ea/cs	TAYLOR HEALTHCARE PRODUCTS	1/EA		$ 3.00	Replacement item. Please add.
184	Bedpan	721-H120-05EA	Pontoon bedpan, gold 20ea/cs	MEDEGEN MEDICAL PRODUCTS, LLC	1/EA	$ 1.67	$ 1.71	
185	Trauma Pelvic Orthotic Device, T-POD (Teleflex) ONLY orange	TPODOR	TPOD ORANGE TRAUMA PELVIC ORTHOTIC DEVICE	TELEFLEX LLC	1/EA	$ 94.67	$ 94.67	
186	Cold Compress (Matrix) #9115-0006 or equivalent (Briggs Healthcare), instant activation, disposable, maintains temps between 0C and 3 degrees C for at least 30 minutes	1431-77000	Curaplex Cold Pack - Large 1/EA 24EA/CS	CURAPLEX BY BOUND TREE	1/EA	$ 0.46	$ 0.46	
187	Convenience Bag (Hartwell Medical Bio-hoop w/hook) #BH1100H ONLY 50CC – 2,000CC, capacity for emesis and hazardous waste	440101	Convenience Bag, BioHoop, 50cc-2000cc, Emesis and Hazardous Waste Bag, incl Hook 12/pk 40pk/cs	HARTWELL MEDICAL	12/PK	$ 21.36	$ 21.36	
188	Disposable Blanket (Techtrade Ready Heat II) G12RH2 ONLY, 12 panel, 34" x 48"	3271-12207	Ready-Heat II 12-Panel Full-Size Blanket, First Responder, 34 in x 48 in, 8-hour, Disposable 8ea/cs	TECHTRADE	1/EA	$ 23.95	$ 23.95	
189	Emergency Blanket (Allcare) #EBS00M or equivalent (MedSource Int'l.), fleece 60" x 90" machine washable (blue)	17100MS	Curaplex Blanket, Navy Blue, Fleece, 60 in x 90 in, 10ea/cs	CURAPLEX BY BOUND TREE	1/EA	$ 4.56	$ 4.56	
190	Finger Ring Cutter (Magnum) #10-4130 ONLY	400010	*DC* RING CUTTER, MAGNUM MEDICAL	MAGNUM MEDICAL, INC.	1/EA	$ 5.97		
190-ALT	Finger Ring Cutter (Magnum) #10-4130 ONLY	2832-20518	Economy Ring Cutter, Maco International	MACO INTERNATIONAL	1/EA		$ 6.14	Replacement item. Please add.
191	G2 Clinician Bag (Statpacks, Inc.) ONLY, 3 cell, red, 22" high x 19" wide x 7" deep	2521-03118	G3+ Clinician, Red, 22in H x 18in W x 8in D	STATPACKS, INC.	1/EA	$ 218.18	$ 224.72	
192	G2 Airway Cell (Statpacks, Inc.) ONLY, green, 12" high x 6" wide x 6 ¼" deep	2523-03107	G3+ Airway Cell, Green, 12in H x 7in W x 6in D	STATPACKS, INC.	1/EA	$ 107.27	$ 110.48	
193	G2 IV Cell (Statpacks, Inc.) ONLY, red, 22" high x 19" wide x 7" deep	2521-03118	G3+ Clinician, Red, 22in H x 18in W x 8in D	STATPACKS, INC.	1/EA	$ 218.18	$ 224.72	
194	G2 Medicine Cell (Statpakcs, Inc.) ONLY blue, 12" high x 6" wide x 3" deep	2524-00318	G3+ Medicine Cell, Red, 12in H x 7in W x 6in D	STATPACKS, INC.	1/EA	$ 115.64	$ 119.10	
195	G2 Universal Cell (Statpacks, Inc.) ONLY black, 12" high x 6" wide x 6 ¼" deep	2530-03122	G3+ Universal Cell, Black, 12in H x 7in W x 6in D	STATPACKS, INC.	1/EA	$ 79.34	$ 81.72	
196	Hot Pack (Matrx) #9115-0007 or equivalent (Asia Connection Shanghai), disposable	1432-56000	Curaplex Hot Pack - Small 1/EA 24EA/CS *HAZMAT*	CURAPLEX BY BOUND TREE	1/EA	$ 0.31	$ 0.31	
197	Obstetrical Kit (Matrx) #GI 40015 or equivalent (Motion Medical) Kit contains the following and all items are contained in a soft carrying bag: 1 pair of sterile exam gloves, 4 disposable towels, 2 M size alcohol preps, 6 sterile gauze sponges, 1 sterile #22 disposable scalpel, 1 plastic bag, 1 sterile bulb syringe, 1 sterile O.B. pad, 2 twist ties, 1 drape sheet, 2 sterile umbilical clamps, 2 O.B. towelettes, 1 receiving blanket, 2 nylon tie-offs	444003	Curaplex OB Kit Poly Bagged with Umbilical Scissors	CURAPLEX BY BOUND TREE	1/EA	$ 9.36	$ 9.38	
198	Pillow (Allcare inc.) #PL200 or equivalent, poly fill, disposable, 14" x 16"	114102	PILLOW DISPOSABLE POLY FILL 14 IN X 16 IN 15/CS	ALLCARE INC	1/EA	$ 3.80	$ 3.80	
199	Quik-Clot	1214-47548	QuikClot EMS Rolled Gauze, 3 inch x 48 inch, Sterile, White, Nonwoven w/Kaolin	TELEFLEX LLC	1/EA	$ 17.11	$ 17.50	
200	Shears (American Diagnostic) #320R or equivalent (Zulco Int'l.) 7.5", red	2811-05527	Curaplex EMS Shears, Orange, 7.25in 1/EA 200EA/CS	CURAPLEX BY BOUND TREE	1/EA	$ 0.68	$ 0.68	
201	Sterile Foil Baby Bunting (GAM Ind.) #40-06 or equivalent (Briggs Healthcare) foil for baby bunting	066-4000	Berman Oral Airway Kit, incl 43 mm, 60 mm, 80 mm, 90 mm, 100mm and 110 mm, Boxed	AMERICAN DIAGNOSTIC CORP.	1/EA	$ 4.36	$ 4.36	
202	Tourniquet (North American Rescue Products, Inc.) Combat application tourniquet (C-A-T) ONLY, tactical black, 1-handed utilizing windless system	1880-13022	Combat Application Tourniquet (CAT) Tactical Black, Gen 7, One-handed Tourniquet - Windlass System	NORTH AMERICAN RESCUE, LLC	1/EA	$ 24.46	$ 25.19	
203	Tourniquet (Elastomer, Inc.) 1" x 18", latex free, rolled, blue	1841-14000	Curaplex Tourniquet 1 in x 18 in, Blue, Rolled, Latex-Free 250/BG 2BG/CS	CURAPLEX BY BOUND TREE	250/BG	$ 20.00	$ 20.00	
204	Transport (Ferno Pedi Mate) #0313778 ONLY, designed for child 4.5 to 18.1 kg	473560	Child Transport, Ferno Pedi-Mate, Designed to Hold a Child from 4.5 to 18.1 kg (10-40lb)	FERNO WASHINGTON	1/EA	$ 348.95	$ 348.95	
205	Urinal	1072-23519	URINAL MALE WITH COVER, DISPOSABLE, THICKER WALLS (NEWER DESIGN) 48EA/CS	MEDLINE INDUSTRIES, INC.	1/EA	$ 0.57	$ 0.57	

Renewal Item List for Hall County
Disposable EMS Supply

Hall County Bid Line #	Hall County Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Selling UoM	Current Price	New Price	BTM Notes
206	Window Punch (Matrx) #AN 360 or equivalent (E.M.I.) spring loaded, center	400022	WINDOW PUNCH WITH CLIP 1066	EMI	1/EA	$ 7.90	$ 7.90	
207	Alcohol Prep Pad (Kukal) #852 or equivalent, medium, non- sterile	1330-85300	Curaplex Alcohol Prep Pad, Medium, Sterile 200/BX 20BX/CS	CURAPLEX BY BOUND TREE	200/BX	$ 2.00	$ 2.00	
208	SPEAR for Needle Decompression (North American Rescue) #10-0051, ONLY 10 gauge x 3.75", protective pen style case, one-way valve	2160-00051	Spear - Simplified Pneumothorax Emergency Air Release	NORTH AMERICAN RESCUE, LLC	1/EA	$ 29.73	$ 29.73	
209	Butterfly Set (Exel Int'l.) #26704 or equivalent, 21 gauge x ¾", 12" tube winged, sterile	30-26704EA	Butterfly, EXEL, 21 ga x 3/4 in., 12 in. tube, winged, sterile 500ea/cs	MAMMOTH MEDICAL, INC.	1/EA	$ 0.33	$ 0.33	
210	Chest Seal (Halo) or equivalent, chest seal and vent (2 pack) includes one vented and one seal	1216-01106	SAM Chest Seal Combo Pack, One with Valve, One without Valve 1/EA 25EA/BX 2BX/CS	SAM MEDICAL	1/EA	$ 26.13	$ 26.13	
211	Extension Set (Baxter Healthcare – DMG) 2 plug adapter for dual medication administration, Y type, luer lock, 4" long, sterile and individually wrapped	353371	LTD QTY - EXTENSION SET Y TYPE LUER LOCK 4 IN LONG 200/CS INTERLINK	BAXTER HEALTHCARE-DMG	1/EA	$ 4.45	$ 4.58	
212	Extension Tubing (Braun Medical, Inc.) #V5409 ONLY with 2 sites, large bore male / female luer lock, 32"	1713-40922	*DC* EXT SET W/ 2 SITES LG BORE MALE/FEMAIL LUER LOCK 34 IN 50/CS	B. BRAUN MEDICAL INC.	1/EA	$ 1.63		
212-ALT	Extension Tubing (Braun Medical, Inc.) #V5409 ONLY with 2 sites, large bore male / female luer lock, 32"	605630	IV EXT SET W/ 2 INJECTION SITES 42IN 48/CS BAXTER ACT5612	MAMMOTH MEDICAL, INC.	1/EA		$ 0.99	Replacement item. Please add.
213	Glucose Gel (Paddock Labs) #0069-30 or equivalent (Boulder Brands USA), 15GM, Mandarin Orange flavor	664365	Glucose Gel, Orange, 15gm 15/pack, 5pk/cs	LIFE NUTRITION, LLC	15/PK	$ 19.95	$ 20.54	
214	Hypodermic Needle (Exel Int'l. Inc.) #26419 ONLY regular bevel, 18 gauge x 1", sterile	30-264198X	Hypodermic needle, regular bevel, 18 ga x 1 in 100/bx 20bx/cs	MAMMOTH MEDICAL, INC.	100/BX	$ 5.00	$ 5.15	
215	Hypodermic Needle (Exel Int'l. Inc.) #11313 ONLY regular bevel, 22 gauge x 1 1/2", sterile	11313	Needle, Exel, hypodermic, regular bevel, 22 ga x 1 1/2 in 100ea/bx 20bx/cs	MAMMOTH MEDICAL, INC.	1/EA	$ 0.05	$ 0.05	
216	IV Administration Set (Amsino) #608306 or equivalent (Braun Medical, Inc.) 60 drop, 86", Universal NF injection site luer lock	1712-60830	Curaplex IV Admin Set, 60Drp, 83in,PP Y-Site, Sure-Lok Ndle-Free Y-Site, Rotat Male LL 1/EA 50EA/CS	CURAPLEX BY BOUND TREE	1/EA	$ 1.53	$ 1.53	
217	IV Administration Set (Braun Medical, Inc.) 10 drop, 88", 1 safe day, NF valve, 1 safe line injection site	1712-10830	Curaplex IV Admin Set, 10 Drp, 83in, Pre-Prcd Y-Site, Srlk Ndle-Free Y Ste, Rotat Male LL 50EA/CS	CURAPLEX BY BOUND TREE	1/EA	$ 1.26	$ 1.26	
218	IV Administration Set (Set Solu-set Buretrol)	1712-37520	IV Admin Set, Metriset, add on, 150ml Burette w/o automatic shutoff w/Ultrasite valve, 20 in 20ea/cs	B. BRAUN MEDICAL INC.	1/EA	$ 6.00	$ 6.00	
219	IV Arm Board (Morrison Med. Products) #1019-100 or equivalent, 3" x 18", disposable	1830-62318	Disposable IV Arm Board 3 in x 18 in	DICK MEDICAL SUPPLY	1/EA	$ 2.08	$ 2.08	
220	IV Arm Board (Morrison Med. Products) #1009-100 or equivalent, 3" x 9", disposable	1830-91350	Disposable IV Armboard 3 in x 9 in, 50EA/CS	DICK MEDICAL SUPPLY	1/EA	$ 1.03	$ 1.03	
221	IV Dressing (Conmed Corp.) #705-4431 ONLY, transparent, adult, Veni-Gard	354431	LTD QTY - IV Dressing, Veni-Gard, Transparent, Adult 100/BX 5BX/CS	VYAIRE MEDICAL	100/BX	$ 31.00	$ 31.00	
222	IV Catheter (Becton Dickinson Insyte Auto Guard) #353241 ONLY, safety vialon, 24 gauge x ¾"	353241	IV Catheter, Insyte Autoguard, 24 ga x 0.75 in, Notch Needle, Shielded, Vialon 50ea/bx 4bx/cs	BECTON DICKINSON	1/EA	$ 2.21	$ 2.21	
223	IV Catheter (Becton Dickinson Insyte Auto Guard) #381412 ONLY, safety vialon, 22 gauge x 1"	353241	IV Catheter, Insyte Autoguard, 24 ga x 0.75 in, Notch Needle, Shielded, Vialon 50ea/bx 4bx/cs	BECTON DICKINSON	1/EA	$ 2.21	$ 2.21	
224	IV Catheter (Becton Dickinson Insyte Auto Guard) #381423 ONLY, safety vialon, 20 gauge x 1.16"	354221	IV Catheter, Insyte Autoguard, 22 ga x 1 in, Notch Needle, Shielded, Vialon 50ea/bx 4bx/cs	BECTON DICKINSON	1/EA	$ 2.00	$ 2.06	
226	IV Catheter (Becton Dickinson Insyte Auto Guard) #381444 ONLY, safety vialon, 18 gauge x 1.16"	355181	IV Catheter, Insyte Autoguard, 18 ga x 1.16 in, Shielded, Vialon 50ea/bx 4bx/cs	BECTON DICKINSON	1/EA	$ 2.00	$ 2.06	
227	IV Catheter (Becton Dickinson Insyte Auto Guard) #381454 ONLY, safety vialon, 16 gauge x 1.16"	355161	IV Catheter, Insyte Autoguard, 16 ga x 1.16 in, Shielded, Vialon 50ea/bx 4bx/cs	BECTON DICKINSON	1/EA	$ 2.00	$ 2.06	
228	IV Catheter (Becton Dickinson Insyte Auto Guard) #381467 ONLY, safety vialon, 14 gauge x 1¼"	355141	IV Catheter, Insyte Autoguard, 14 ga x 1.75 in, Shielded, Vialon 50ea/bx 4bx/cs	BECTON DICKINSON	1/EA	$ 2.00	$ 2.06	
229	IV Catheter (Exel Int'l. Inc.) #26729 ONLY, Safelet, 14 gauge x 2"	11264	IV Catheter, Exel, Safelet, Orange, 14 ga x 2 in 50ea/bx 4bx/cs	MAMMOTH MEDICAL, INC.	1/EA	$ 0.92	$ 0.94	
230	IV Fluid Warmers (Smithworks Med., Inc.), holds up to 3 liters	12VSS3L02	SOFT SACK IV FLUID WARMER, HOLDS UP TO 3 LITERS	SMITHWORKS MEDICAL, INC.	1/EA	$ 525.37	$ 541.13	
231	IV Starter Kit, #1840-25310	1840-25310	IV START KIT VENI-GARD LATEX FREE 100/CS	MOTION MEDICAL	1/EA	$ 0.99	$ 0.99	
232	Irrigation Solution (Baxter) #2F7114 or equivalent (Braun Med., Inc.), sterile, 1,000ML	607114	Sterile Water for Irrigation, 1000ml Plastic Pour Bottle 12ea/cs	BAXTER HEALTHCARE-DMG	1/EA	$ 2.90	$ 2.98	
233	Male Adapter Plug (Amsino Int'l. Inc.) NF, luer activated valve, sterile and individually wrapped.	1812-02001	Curaplex Needle-Free Male Adapter Plug 100EA/CS	CURAPLEX BY BOUND TREE	1/EA	$ 0.81	$ 0.81	
234	Needle / Connector (Braun Med.) #NF9285 or equivalent, anti- stick	1812-50078	Medic Anti-stick Needle/Connector, Plastic 1000ea/cs	B. BRAUN MEDICAL INC.	1/EA	$ 0.32	$ 0.32	
235	Pressure Infusers (Spacelabs Healthcare) 1,000CC infusion cuff with thumbwheel value, aneroid gauge	1850-80424	Pressure Infuser, UNIFUSOR, 1000ml Infusion Cuff w/Aneroid Gauge and Thumbwheel Valve 24ea/cs	SPACELABS HEALTHCARE	1/EA	$ 16.56	$ 16.56	
236	Sharps Container (Kendall) #8900SA ONLY (Covidien) stackable, clear lid, 1 quart container, red, 6-1/4" high x 4-1/4" deep x 4-1/2" wide	298900	SHARPS CONTAINER STACK RED WITH CLEAR LID 1 QUART 6.25 IN H X 4.25 IN D X 4.5 IN	MAMMOTH MEDICAL, INC.	1/EA	$ 2.07	$ 2.07	
237	Sharps Container (Kendall) #8507SA ONLY (Covidien) in room, 5 quart container, red 12-1/2" high x 5-1/2" deep x 10-3/4" wide	2985075A	SHARPS CONTAINER IN ROOM RED 5 QUART 12.5 IN X 5.5 IN X10.75 IN 20/CS	MAMMOTH MEDICAL, INC.	1/EA	$ 5.31	$ 5.31	
238	Sharps Container Solo Compact Size, #64250	64250	Curaplex Sharps Solo, Sharps container with one time lockable seal, 6.5 in 24ea/cs	CURAPLEX BY BOUND TREE	1/EA	$ 1.43	$ 1.43	
239	Stopcock (Qmed) #5858MX5311L ONLY, 3-way with swivel male luer lock	35411	STOPCOCK 3 WAY 50EA/CS W/SWIVEL MALE LUER LOCK	ICU MEDICAL SALES, INC.	1/EA	$ 0.63	$ 0.64	
240	Syringe with Needle (Exel Int'l. Inc.) #26253 ONLY, 10CC syringe, 21 gauge x 1-1/2", sterile	626253	Syringe and Needle, 10cc, 21 ga x 1 1/2 inch 100/bx 8bx/cs	MAMMOTH MEDICAL, INC.	100/BX	$ 21.00	$ 21.63	
241	Syringe with Needle (Exel Int'l. Inc.) #26101 ONLY, 3CC syringe, 23 gauge x 1", sterile	620101	Syringe and Needle, EXEL, 3cc, 23 ga x 1 inch 100/bx 10bx/cs	MAMMOTH MEDICAL, INC.	100/BX	$ 9.00	$ 9.27	
242	Syringe with Needle (Exel Int'l. Inc.) #26044 ONLY, 1CC syringe Tuberculin , 25 gauge x 5/8", sterile	11278	Syringe and Needle, EXEL, 1cc Tuberculin, 25 ga x 5/8 inch 100ea/bx 10bx/cs	MAMMOTH MEDICAL, INC.	1/EA	$ 0.12	$ 0.12	

Renewal Item List for Hall County
Disposable EMS Supply

Hall County Bid Line #	Hall County Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Selling UoM	Current Price	New Price	BTM Notes
243	Syringe (Exel Int'l. Inc.) #26280 ONLY (Omed Corp.) 20 – 25 CC syringe, luer lock	620280	SYRINGE ONLY LUER LOCK 20-25CC 50/BX 10BX/CS 26280	VYAIRE MEDICAL	50/BX	$ 12.00	$ 12.00	
244	Syringe (Exel Int'l. Inc.) #26300 ONLY (Omed Corp.) 50 – 60 CC syringe, luer lock	620300	SYRINGE DISPOSABLE LUER LOCK 50-60CC 25/BX 6BX/CS	MAMMOTH MEDICAL, INC.	25/BX	$ 19.25	$ 19.82	
245	Wall Enclosure (Kendall) #85161H ONLY (Covidien) with lock use for sage 5 quart container	298516	WALL ENCLOSURE WITH LOCK FOR SAGE 5 QUART SHARPSTAR CONTAINER 1/CS	MED PLUS SERVICES USA	1/CS	$ 28.95	$ 29.81	
246	Duct Tape (Flexpak, Inc.) 2" x 60 yards, white	080891	DUCT TAPE WHITE, 2 INCH X 60 YDS 24/CS	FLEXPAK, INC	1/EA	$ 7.10	$ 7.10	
247	Extrication Collar (Ambu Mini Ace) #000281106 ONLY, pediatric, adjustable	260280	Extrication Collar, Ambu Mini Perfit ACE, Pediatric, Adjustable 12 Settings 30ea/cs	AMBU INC.	1/EA	$ 4.01	$ 4.01	
248	Extrication Collar (Ambu Perfit Ace) #000281000 ONLY, adult, adjustable with 16 settings	260281	Extrication Collar, Ambu Perfit ACE, Adult, Adjustable 16 Settings 30ea/cs	AMBU INC.	1/EA	$ 4.01	$ 4.01	
249	Extrication Device (Ferno) #0313676 or equivalent (MedSource Int'l.), green, used for confined space patient, immobilization and extrication	15329	Curaplex Extrication Device w/Case, Green, for Confined Space Patient Immobilization and Extrication	CURAPLEX BY BOUND TREE	1/EA	$ 68.53	$ 68.53	
250	Head Immobilizer Blocks (DMS) ONLY, disposable, dispos-o- bag 4" x 5" x 10", sealed foam	3141-50402	Cervigaurd Head Immobilizer Blocks with Occipital Pad and Foam Straps	DICK MEDICAL SUPPLY	1/EA	$ 6.15	$ 6.15	
251	Immobilization System (Iron Duck) #35840-T ONLY, pediatric, pedi-air-align, teal	262410	Immobilization Board System, Pedi Air Align, Teal, 1 board, straps, head blocks, carry case	IRON DUCK INC.	1/EA	$ 215.15	$ 221.60	
252	Long Backboard (Allied Healthcare Prod. Inc.), high-density polymer plastic in red, 1-piece seamless construction, minimum of 4 handholds on each side of the board, x-ray translucent. MUST have runner on the bottom of the board or be beveled to allow for easy grip. Minimum of 72" long. Minimum of 16" wide. Minimum of 1-1/2" deep. NO pins. Minimum capacity of 500 pounds, rounded corners and designed with tapered foot end.	265775R	Backboard, ULTRA-VUE 16, Red, No Pins, 72 in x 16 in x 1 3/4 in	IRON DUCK INC.	1/EA	$ 113.83	$ 117.24	
253	Mega Mover Transport Unit (Little Rapids Corp.) capacity of 1,000 pounds, 14 handles, 40" x 80" non-woven poly white	3246-12345	Curaplex Patient Transporter, 1800 lb Capacity, 14 Handles 10ea/cs	CURAPLEX BY BOUND TREE	1/EA	$ 12.89	$ 12.89	
254	Mega Mover Plus Transport Unit (Little Rapids Corp.) capacity of 1,000 pounds, 14 handles, 40" x 80" non-woven poly gray	3246-95204	Curaplex Patient Transporter Plus, 1900 lb Capacity, 14 Handles 10EA/CS	CURAPLEX BY BOUND TREE	1/EA	$ 13.62	$ 13.62	
255	Replacement Splint (ProSplint) ONLY Medspec, small arm, 24" long x 13" wide	5800-505	PROSPLINT ARM SPLINT, SMALL, 24 IN L X 13 IN W	MEDICAL SPECIALTIES, INC.	1/EA	$ 15.38	$ 15.38	
256	Replacement Splint (ProSplint) ONLY Medspec, small leg, 37" long x 19" wide	5800-503	PROSPLINT LEG SPLINT, SMALL, 37 IN L X 19 IN W	MEDICAL SPECIALTIES, INC.	1/EA	$ 28.17	$ 28.17	
257	Replacement Splint (ProSplint) ONLY Medspec, large leg, 43- 1/2" long x 19-1/2" wide	5800-502	PROSPLINT LEG SPLINT, LARGE, 43.5 IN L X 19.5 IN W	MEDICAL SPECIALTIES, INC.	1/EA	$ 33.25	$ 33.25	
258	Replacement Traction Ankle Strap, Pedi, Dick Medical Supply, #SI006P	SI006P	Hare Traction Splint Pediatric Replacement Ankle Strap	DICK MEDICAL SUPPLY	1/EA	$ 19.94	$ 19.94	
259	Replacement Traction Ankle Strap, Adult, Dick Medical Supply, #SI006A	SI006A	Hare Traction Splint Adult Replacement Ankle Strap	DICK MEDICAL SUPPLY	1/EA	$ 19.94	$ 19.94	
260	Restraint Straps (DMS) 2" wide x 5' long, disposable, 2-piece, orange polypropylene with loop end and plastic side release buckle	16683	Curaplex Backboard Strap, Black, 5 ft, Side Release Buckle, Loop Lock, Polypropylen 100ea/cs	CURAPLEX BY BOUND TREE	1/EA	$ 2.55	$ 2.55	
261	Restraint Straps (Posey) #2528 or equivalent, foam limb holder double	3176-25300	Posey Foam Limb Holders 1/PR	TIDI PRODUCTS, LLC	1/PR	$ 6.85	$ 7.05	
262	SAM Splint (Sam Medical) #SP1121R ONLY orange and blue, rolled, 4-1/4" x 36"	661121	Splint, SAM, Orange/Blue, Rolled, 4.25 in x 36 in 60ea/cs	SAM MEDICAL	1/EA	$ 7.40	$ 7.40	
263	Traction Splint (Safety Int'l.), ankle hitch, universal, blue, nylon webbing and foam with D ring	3020-27010	Slishman Traction Splint - Compact (STS-C) 25ea/cs	RESCUE ESSENTIALS	1/EA	$ 177.51	$ 177.51	
264	Traction Splint (Femotrac) #0822181 (443) ONLY, pediatric	660211	Traction Splint, FERNOTrac 443, Pediatric, with Yellow Carrying Case	FERNO WASHINGTON	1/EA	$ 448.38	$ 448.38	
265	Traction Splint (Femotrac) #0822182 (444) ONLY, adult, royal blue, carry case	660210	Traction Splint, FERNOTrac 444, Adult, with Blue Carrying Case	FERNO WASHINGTON	1/EA	$ 441.56	$ 441.56	
266	Three (3) UCAPIT MACHINES, Cap 5 Model, controlled access pharmaceutical dispenser	4800-0001H	*DS ONLY* CAP 5 Standard EMS Machine w/Controller and Parts Kit, BTM Black	U-SELECT-IT CORPORATION	1/EA	$ 8,389.06	$ 8,389.06	
267	Delta ICE 2L, Smart Blood Cooler, Blue	2521-93520	*DS ONLY* Delta ICE 2L Smart Blood Cooler, Blue	DELTA DEVELOPMENT TEAM INC.	1/EA		$ 3,395.06	
268	Temperature Control Insert, for use with Delta ICE 2L	2516-01377	*DS ONLY* Temperature Control Insert, for use with Delta ICE 2L	DELTA DEVELOPMENT TEAM INC.	1/EA		$ 540.43	
269	LifeFlow Plus, Rapid Blood & Fluid Infuser 5ea/cs	1850-75005	LifeFlow Plus, Rapid Blood & Fluid Infuser 5ea/cs	410 MEDICAL, INC. (LIFEFLOW)	1/EA		$ 338.96	
270	Qinflow Warrior Compact Disposable Unit (CDU) 1/EA 12EA/Bx	1712-50012	Qinflow Warrior Compact Disposable Unit (CDU) 1/EA 12EA/BX	QINFLOW	1/EA		$ 93.33	
271	QinFlow Warrior Blood & Fluid Warmer w/ Enhanced Battery	1870-11100	*DS ONLY* QinFlow Warrior Blood & Fluid Warmer w/ Enhanced Battery	QINFLOW	1/EA		$ 3,061.11	

Bound Tree
Your Partner In EMS
5000 Tuttle Crossing Blvd. Dublin, OH 43016 614.760.5000 www.boundtree.com

May 8th, 2025

Hall County Government
Financial Services

RE: Contract Renewal 1 ; IFB 002-45 Disposable EMS Supply Annual Contract

To whom it may concern:

Bound Tree would be like to move forward with the renewal of the above referenced contract for the renewal period of July 1, 2025, through June 30, 2026.

As part of the contract renewal, we need to amend some pricing according to the allowance of the bid parameters. No increases greater than 3%. Most items have been held flat. Also identified are discontinued items and replacements where able. As a result, we are requesting a contract amendment to adjust the contract prices.

There is no action you need to take if you accept the increases and substitutions; your contract will be amended, and you will continue to have access to the products. If you do not accept the current increases, please notify us on or before July 1, 2025, and the items will be removed from your contract.

We have attached a copy of the pricing in PDF and Excel for your ease of review. Thank you for your unwavering commitment to serving your communities and allowing us to be your trusted partner. We appreciate your partnership and your understanding of this situation. If you have any questions regarding these contract price changes, please reach out to your Bound Tree Account Manager our Contracts team by phone or email.

Sincerely,

Jim Luck
Account Manager
740.739.7127
jim.luck@boundtree.com

Dwight Lowry
Pricing Analyst, Bids & Contracts
614.760.5235
Dwight.Lowry@boundtree.com

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (06/09/25)**

REPORT TO: **Voting Meeting (06/12/25)**

ITEM NO: 286/2025

SUBJECT: Approve the Employment Agreement for Deputy Fire Chief of Administration.

Meetings:

Work Session Date: 06/09/25 **Voting Meeting Date:** 06/12/25

Executive Summary:

Presenter: DLJ

Recommendation:
Approve Employment Agreement.

Purpose of Request:
Purpose of request is to seek approval for the Employment Agreement for the Deputy Fire Chief of Administration.

History:

Facts and Issues:

Options:

Funding Requested	$ 199,873.48
Are funds within current budget?	Yes
Source of Funds	Fire Services 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:

Submit	Approve	Budget	Finance
LJ	LJ	JM	TS

Attorney	Administration	Clerk
WLI	CR	JR

Attachments:

Financial Supplement
Employment Agreement
Position Cost Breakdown

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 286/2025

Funds Requested: $ 199,873.48

Request Budgeted: Yes

Proposed Source of Funding:

Fire Services Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	270-FIRE SERVICES FUND	3520-FIRE RESCUE	511100-SALARIES	$15,576.92
2025	270-FIRE SERVICES FUND	3520-FIRE RESCUE	512200-FICA	$1,191.69
2025	270-FIRE SERVICES FUND	3520-FIRE RESCUE	512400-RETIREMENT	$2,180.77
2025	270-FIRE SERVICES FUND	3520-FIRE RESCUE	512100-HEALTH INSURANCE	$4,123.79
2025	270-FIRE SERVICES FUND	3520-FIRE RESCUE	512103-CONTRACT EE INSURANCE	$195.88
2025	270-FIRE SERVICES FUND	3520-FIRE RESCUE	512102-LIFE INSURANCE	$51.69
2026	270-FIRE SERVICES FUND	3520-FIRE RESCUE	511100-SALARIES	$119,423.08
2026	270-FIRE SERVICES FUND	3520-FIRE RESCUE	512200-FICA	$9,136.31
2026	270-FIRE SERVICES FUND	3520-FIRE RESCUE	512400-RETIREMENT	$16,719.23
2026	270-FIRE SERVICES FUND	3520-FIRE RESCUE	512100-HEALTH INSURANCE	$28,906.69
2026	270-FIRE SERVICES FUND	3520-FIRE RESCUE	512103-CONTRACT EE INSURANCE	$1,371.13
2025	270-FIRE SERVICES FUND	3520-FIRE RESCUE	512102-LIFE INSURANCE	$396.30
2025	270-FIRE SERVICES FUND	3520-FIRE RESCUE	523201-COMMUNICATIONS	$50.00
2026	270-FIRE SERVICES FUND	3520-FIRE RESCUE	523201-COMMUNICATIONS	$550.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: DLJ

Phone: 770-531-6712

EMPLOYMENT AGREEMENT

Deputy Fire Chief of Administration

THIS AGREEMENT made and entered into this 12th day of June, 2025, by and between **HALL COUNTY, STATE OF GEORGIA,** hereinafter called "the County", as party of the first part, and **Bradley Martin**, herein called "Employee", as part of the second part, both of whom agree as follows:

WITNESSETH

WHEREAS, the County desires to employ the services of said **Bradley Martin** as the **Deputy Fire Chief of Administration** of Hall County; and

WHEREAS, it is the desire of the Hall County Board of Commissioners, hereafter called "Commission" to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, it is the desire of Hall County to secure and retain the services of said Employee and provide inducement for him or her to remain in such employment, and to make possible full work productivity by assuring said Employee's morale and peace of mind with respect to future security, and to provide a just means of terminating the Employee's services at such a time as desired by the County Administrator, or his or her designee; and

WHEREAS, the Employee desires to accept employment as **Deputy Fire Chief of Administration** for Hall County**;**

NOW THEREFORE; in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. **Duties**

The County hereby agrees to employ **Bradley Martin** as **Deputy Fire Chief of Administration**, to perform legally permissible functions and duties specified and assigned by the County Administrator or his or her designee.

_____Initials

SECTION 2. Term

A. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the County Administrator to terminate the services of this Employee at any time, subject only to the provisions set forth in SECTION 3 of this agreement. The Employee understands that he serves at the pleasure of the County Administrator.

B. Nothing in the agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with the County, subject to the provisions set forth in SECTION 3, Paragraphs B and C of this agreement.

SECTION 3. Termination and Severance Pay

A. In the event the Employee is terminated pursuant to Paragraph B hereof and the Employee is willing and able to perform the duties of the position under this agreement, upon execution of a Separation Agreement and General Release, the Employer agrees to pay the Employee a lump sum cash payment equal to three (3) months aggregate annual salary, exclusive of other forms of compensation, less standard withholdings, in addition to the continuation of medical, dental and vision insurance benefits during the three (3) month period immediately following the date of termination. However, in the event the Employee is terminated because the Employee has been convicted of a misdemeanor or a felony, or if the County determines that the Employee has engaged in unprofessional and improper practice, other than negligence, and breach of public trust, including but not limited to illegal acts involving personal gain, or moral turpitude, the County shall be entitled to terminate the Employee immediately without any severance pay, or medical, dental and vision insurance continuation aside from COBRA.

B. In the event the Employer at any point during the term of this agreement reduces the salary or other financial benefits of the Employee in a greater percentage than reductions to all other employees of Employer, or if Employer refuses, following a written request to comply with any provision benefiting Employee herein; or the Employee resigns following a suggestion, whether formal or informal, by the County Administrator that he resign, then, in that event, Employee may, at his option, be deemed to be terminated at the date of such reduction or refusal to comply within the meaning and context of the herein severance pay provision.

_____Initials

C. In the event the Employee voluntarily resigns his position with the County as **Deputy Fire Chief of Administration** then the Employee shall give the County **thirty (30)** days written notice in advance, unless the parties otherwise agree. The provision for severance pay and continuation of employment benefits detailed in SECTION 3, Paragraph A, shall not apply to a voluntary resignation.

SECTION 4. Termination Due to Disability

If the Employee is unable to perform his duties because of sickness, accident, injury, or mental incapacity, and no reasonable accommodations are available, the County shall have the option to terminate employment, subject to the severance pay requirements of SECTION 3, Paragraph A. However, the Employee shall be compensated for any accrued benefits, in accordance with current policies.

SECTION 5. Salary

The County agrees to pay the Employee for his services rendered, pursuant hereto, an annual base salary of **$135,000.00,** payable in installments at the same time as other employees of the County are paid, except that the county may put in place cost reduction measures at any time and for any duration as required by a lack of financial resources. The base annual salary and benefits may be reviewed annually by the County Administrator and consideration for increases may be determined based upon the performance of the employee or consideration of providing a Cost of Living Adjustment (COLA).

SECTION 6. Performance Evaluation

The County Administrator, or his or her designee, shall review and evaluate the performance of Employee at least annually on the anniversary day of this agreement. Said review and evaluation shall be in accordance with criteria developed by the County Administrator, or his or her designee, and Employee. Performance criteria may be added to or deleted from, as the County Administrator, or his or her designee may from time to time determine. Further, the County Administrator, or his or her designee, shall provide the Employee with a written summary statement of the findings of the evaluation.

_____Initials

SECTION 7. Hours of Work

It is generally recognized that the position of **Deputy Fire Chief of Administration** involves the devotion of a great deal of time beyond typically recognized business hours.

SECTION 8. Outside Activities

The Employee shall devote his full time to the position described in this agreement. With the approval of the County Administrator, or his or her designee, the Employee may engage in teaching, consulting or other non-employer related activities as long as he does not interfere with the execution of the duties of this position or present a conflict of interest. Such consent must be obtained by advance approval, in writing, detailing the specifics of such activity.

SECTION 9. Political Activity

If the Employee announces as a candidate for any elective office during the duration, of this contract, he will resign from Hall County employment immediately upon declaring candidacy as defined by state law. During the term of this contract, the Employee may not:

A. Be involved in any political activity that would constitute a conflict of interest; including participation in any aspect of any local political campaign on behalf of himself if intending to seek elected office, or other individual or in opposition to any candidate for office within Hall County; including municipal and/or county government office. This restriction includes but is not limited to displaying or distributing information, materials, or paraphernalia in support of any political candidate, party or organization.

B. Knowingly solicit, accept, or receive political contributions from any person, to be used in support of or in opposition to any political candidate for election within Hall County, including municipal and/or county government office.

C. Use, or promise to use, directly or indirectly, any official authority or influence, whether possessed or anticipated, to secure or attempt to secure for any person a job or other advantage for the purpose of influencing the vote or political action of any person.

_____Initials

SECTION 10. Vehicle and Phone

When the Employee's duties require the use of an automobile during the term of employment, one will be provided by the Employer. The Employer shall be responsible for paying liability, property damage, and comprehensive insurance in addition to the expenses for purchase, operation, maintenance, repair, and replacement of said vehicle. A cellular phone dedicated solely for business usage may be provided by the Employer. In such case, the Employer shall be responsible for paying for and maintaining regular monthly service. Should the Employee desire to use his personal cellular phone for business purposes, Employer shall reimburse the Employee the amount of $50 per month.

SECTION 11. Insurance Benefits

The County agrees to put in force and make premium payments for Medical, Dental, Vision, Short-Term Disability and Life Insurance policies on behalf of the Employee and if so elected, eligible dependents, at a level of coverage available to other County employees. The Employee may choose not to cover his dependents.

SECTION 12. Retirement Benefits

Provided that contributions are being made by the County, if the Employee elects, Hall County agrees to contribute 8% of annual compensation as defined by the retirement plan in addition to Employer matching contributions made on contributions by the Employee as received by other County employees, into a defined contribution plan, except that the County may reduce or suspend this contribution at any time and for any duration as required due to a lack of financial resources. Retirement contributions shall not be made on any severance pay provided by the Employer, paid in accordance with Section 3.

SECTION 13. Paid Time Off (PTO) or Vacation and Sick Leave

As applicable, the County will provide for Paid Time Off (PTO) or vacation and sick leave in the same manner as the accruals currently received by other County Employees. In the event that the County changes or adopts a new program for all employees, such changes shall also apply to the **Deputy Fire Chief of Administration**. Accrued PTO or vacation leave, whichever is applicable, shall be paid to Employee upon termination of employment.

_____Initials

SECTION 14. Dues, Subscriptions and Professional Development

A. The County agrees to pay the Employee's annual membership dues, subscriptions and conference expenses incurred by the Employee in conjunction with the Employee's duties, not to exceed the budget and subject to prior approval by the County Administrator or his or her designee.

B. The County agrees to pay the travel and subsistence expenses of the Employee for expenses related to maintenance of professional certifications, professional and official travel, meetings and occasions adequate to continue the professional development of the Employee and to adequately pursue necessary official and other functions for the department, not to exceed the budget and subject to prior approval by the County Administrator or his or her designee.

SECTION 15. Indemnification

The County shall defend, save harmless and indemnify the Employee against any claim or demand or legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Employee's duties as **Deputy Chief of Fire Administration**. The County or its insurance carrier will pay the amount of any settlement or judgment agreed to or rendered against the Employee and the County may agree to such settlement or the payment of a judgment with or without the express consent of the Employee. Any defense and/or indemnification of the Employee by the County shall be subject to all of the terms and conditions found in the County's Defense and Indemnification ordinance/policy.

SECTION 16. General Provisions

A. The text herein shall constitute the entire agreement between the parties. Any amendment hereto shall be in writing and be executed by both parties.

B. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee.

C. If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

_____Initials

D. This agreement will become effective on the 16th day of June, 2025, and shall continue thereafter unless or until the agreement is terminated by either party as set forth herein.

E. This agreement shall be executed in duplicate, each of which shall be deemed to be complete of itself and may be introduced into evidence or used for any purpose without the production of the other copy.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS_____DAY OF_____2025.

HALL COUNTY, GEORGIA

_____
County Administrator

ATTEST:

_____
County Commission Clerk

(Seal)

_____
Employee

APPROVAL AS TO FORM

_____
William J. Linkous III
County Attorney

_____Initials

HALL COUNTY
GEORGIA *We have it **all** in Hall*

REQUEST TYPE: FULL-TIME POSITION

Department #	**Department Name**
Deputy Fire Chief of Administration	
Position Title	**Priority #**

ADDITIONAL PERSONNEL COST CALCULATION

New Position		**Account**
$135,000.00	Salary	**511100**
10,328.00	Taxes	**512200**
18,900.00	Retirement	**512400**
32,508.48	Health	**512100**
1,567.00	Dental & Vision	**512103**
350.00	Life	**512102**
98.00	AD&D	**512102**
522.00	Short Term Disability	**512100**
$199,273.48	**Total Additional Personnel Costs**	

JUSTIFICATION (please provide a short explanation of your request on the lines below):

Total yearly salary will be $135,000 $23,320.74 is the prorated amount estimated to be expended for the remainder of FY 2025. Please note taxes, retirement, and benefits are all estimates based on maximum potential cost. There will be a $50 reimbursement per month totaling $600

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (06/09/25)**

REPORT TO: **Voting Meeting (06/12/25)**

ITEM NO: 287/2025

SUBJECT: Approve the Employment Agreement for Deputy Fire Chief of Operations.

Meetings:

Work Session Date: 06/09/25 **Voting Meeting Date:** 06/12/25

Executive Summary:

Presenter: DLJ

Recommendation:
Approve Employment Agreement.

Purpose of Request:
Purpose of this request is to seek approval for the Employment Agreement for the Deputy Fire Chief of Operations.

History:

Facts and Issues:

Options:

Funding Requested	$ 199,873.48
Are funds within current budget?	Yes
Source of Funds	Fire Services 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:

Submit	Approve	Budget	Finance
LJ	LJ	JM	TS

Attorney	Administration	Clerk
WLI	CR	JR

Attachments:

Financial Supplement
Employment Agreement
Postion Cost Breakdown

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 287/2025

Funds Requested: $ 199,873.48

Request Budgeted: Yes

Proposed Source of Funding:

Fire Services Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	270-FIRE SERVICES FUND	3520-FIRE RESCUE	511100-SALARIES	$15,576.92
2025	270-FIRE SERVICES FUND	3520-FIRE RESCUE	512200-FICA	$1,191.69
2025	270-FIRE SERVICES FUND	3520-FIRE RESCUE	512400-RETIREMENT	$2,180.77
2025	270-FIRE SERVICES FUND	3520-FIRE RESCUE	512100-HEALTH INSURANCE	$4,123.79
2025	270-FIRE SERVICES FUND	3520-FIRE RESCUE	512103-CONTRACT EE INSURANCE	$195.88
2025	270-FIRE SERVICES FUND	3520-FIRE RESCUE	512102-LIFE INSURANCE	$51.69
2026	270-FIRE SERVICES FUND	3520-FIRE RESCUE	511100-SALARIES	$119,423.08
2026	270-FIRE SERVICES FUND	3520-FIRE RESCUE	512200-FICA	$9,136.31
2026	270-FIRE SERVICES FUND	3520-FIRE RESCUE	512400-RETIREMENT	$16,719.23
2026	270-FIRE SERVICES FUND	3520-FIRE RESCUE	512100-HEALTH INSURANCE	$28,906.69
2026	270-FIRE SERVICES FUND	3520-FIRE RESCUE	512103-CONTRACT EE INSURANCE	$1,371.13
2026	270-FIRE SERVICES FUND	3520-FIRE RESCUE	512102-LIFE INSURANCE	$396.30
2025	270-FIRE SERVICES FUND	3520-FIRE RESCUE	523201-COMMUNICATIONS	$50.00
2026	270-FIRE SERVICES FUND	3520-FIRE RESCUE	523201-COMMUNICATIONS	$550.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: DLJ

Phone: 770-531-6712

EMPLOYMENT AGREEMENT

Deputy Fire Chief of Operations

THIS AGREEMENT made and entered into this 12th day of June, 2025, by and between **HALL COUNTY, STATE OF GEORGIA,** hereinafter called "the County", as party of the first part, and **Bryan Cash**, herein called "Employee", as part of the second part, both of whom agree as follows:

WITNESSETH

WHEREAS, the County desires to employ the services of said **Bryan Cash** as the **Deputy Fire Chief of Operations** of Hall County; and

WHEREAS, it is the desire of the Hall County Board of Commissioners, hereafter called "Commission" to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, it is the desire of Hall County to secure and retain the services of said Employee and provide inducement for him or her to remain in such employment, and to make possible full work productivity by assuring said Employee's morale and peace of mind with respect to future security, and to provide a just means of terminating the Employee's services at such a time as desired by the County Administrator, or his or her designee; and

WHEREAS, the Employee desires to accept employment as **Deputy Fire Chief of Operations** for Hall County**;**

NOW THEREFORE; in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. **Duties**

The County hereby agrees to employ **Bryan Cash** as **Deputy Fire Chief of Operations**, to perform legally permissible functions and duties specified and assigned by the County Administrator or his or her designee.

_____Initials

SECTION 2. Term

A. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the County Administrator to terminate the services of this Employee at any time, subject only to the provisions set forth in SECTION 3 of this agreement. The Employee understands that he serves at the pleasure of the County Administrator.

B. Nothing in the agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with the County, subject to the provisions set forth in SECTION 3, Paragraphs B and C of this agreement.

SECTION 3. Termination and Severance Pay

A. In the event the Employee is terminated pursuant to Paragraph B hereof and the Employee is willing and able to perform the duties of the position under this agreement, upon execution of a Separation Agreement and General Release, the Employer agrees to pay the Employee a lump sum cash payment equal to three (3) months aggregate annual salary, exclusive of other forms of compensation, less standard withholdings, in addition to the continuation of medical, dental and vision insurance benefits during the three (3) month period immediately following the date of termination. However, in the event the Employee is terminated because the Employee has been convicted of a misdemeanor or a felony, or if the County determines that the Employee has engaged in unprofessional and improper practice, other than negligence, and breach of public trust, including but not limited to illegal acts involving personal gain, or moral turpitude, the County shall be entitled to terminate the Employee immediately without any severance pay, or medical, dental and vision insurance continuation aside from COBRA.

B. In the event the Employer at any point during the term of this agreement reduces the salary or other financial benefits of the Employee in a greater percentage than reductions to all other employees of Employer, or if Employer refuses, following a written request to comply with any provision benefiting Employee herein; or the Employee resigns following a suggestion, whether formal or informal, by the County Administrator that he resign, then, in that event, Employee may, at his option, be deemed to be terminated at the date of such reduction or refusal to comply within the meaning and context of the herein severance pay provision.

_____Initials

C. In the event the Employee voluntarily resigns his position with the County as **Deputy Fire Chief of Operations** then the Employee shall give the County **thirty (30)** days written notice in advance, unless the parties otherwise agree. The provision for severance pay and continuation of employment benefits detailed in SECTION 3, Paragraph A, shall not apply to a voluntary resignation.

SECTION 4. Termination Due to Disability

If the Employee is unable to perform his duties because of sickness, accident, injury, or mental incapacity, and no reasonable accommodations are available, the County shall have the option to terminate employment, subject to the severance pay requirements of SECTION 3, Paragraph A. However, the Employee shall be compensated for any accrued benefits, in accordance with current policies.

SECTION 5. Salary

The County agrees to pay the Employee for his services rendered, pursuant hereto, an annual base salary of **$135,000.00,** payable in installments at the same time as other employees of the County are paid, except that the county may put in place cost reduction measures at any time and for any duration as required by a lack of financial resources. The base annual salary and benefits may be reviewed annually by the County Administrator and consideration for increases may be determined based upon the performance of the employee or consideration of providing a Cost of Living Adjustment (COLA).

SECTION 6. Performance Evaluation

The County Administrator, or his or her designee, shall review and evaluate the performance of Employee at least annually on the anniversary day of this agreement. Said review and evaluation shall be in accordance with criteria developed by the County Administrator, or his or her designee, and Employee. Performance criteria may be added to or deleted from, as the County Administrator, or his or her designee may from time to time determine. Further, the County Administrator, or his or her designee, shall provide the Employee with a written summary statement of the findings of the evaluation.

SECTION 7. Hours of Work

It is generally recognized that the position of **Deputy Fire Chief of Operations** involves the devotion of a great deal of time beyond typically recognized business hours.

SECTION 8. Outside Activities

The Employee shall devote his full time to the position described in this agreement. With the approval of the County Administrator, or his or her designee, the Employee may engage in teaching, consulting or other non-employer related activities as long as he does not interfere with the execution of the duties of this position or present a conflict of interest. Such consent must be obtained by advance approval, in writing, detailing the specifics of such activity.

SECTION 9. Political Activity

If the Employee announces as a candidate for any elective office during the duration, of this contract, he will resign from Hall County employment immediately upon declaring candidacy as defined by state law. During the term of this contract, the Employee may not:

A. Be involved in any political activity that would constitute a conflict of interest; including participation in any aspect of any local political campaign on behalf of himself if intending to seek elected office, or other individual or in opposition to any candidate for office within Hall County; including municipal and/or county government office. This restriction includes but is not limited to displaying or distributing information, materials, or paraphernalia in support of any political candidate, party or organization.

B. Knowingly solicit, accept, or receive political contributions from any person, to be used in support of or in opposition to any political candidate for election within Hall County, including municipal and/or county government office.

C. Use, or promise to use, directly or indirectly, any official authority or influence, whether possessed or anticipated, to secure or attempt to secure for any person a job or other advantage for the purpose of influencing the vote or political action of any person.

_____Initials

SECTION 10. Vehicle and Phone

When the Employee's duties require the use of an automobile during the term of employment, one will be provided by the Employer. The Employer shall be responsible for paying liability, property damage, and comprehensive insurance in addition to the expenses for purchase, operation, maintenance, repair, and replacement of said vehicle. A cellular phone dedicated solely for business usage may be provided by the Employer. In such case, the Employer shall be responsible for paying for and maintaining regular monthly service. Should the Employee desire to use his personal cellular phone for business purposes, Employer shall reimburse the Employee the amount of $50 per month.

SECTION 11. Insurance Benefits

The County agrees to put in force and make premium payments for Medical, Dental, Vision, Short-Term Disability and Life Insurance policies on behalf of the Employee and if so elected, eligible dependents, at a level of coverage available to other County employees. The Employee may choose not to cover his dependents.

SECTION 12. Retirement Benefits

Provided that contributions are being made by the County, if the Employee elects, Hall County agrees to contribute 8% of annual compensation as defined by the retirement plan in addition to Employer matching contributions made on contributions by the Employee as received by other County employees, into a defined contribution plan, except that the County may reduce or suspend this contribution at any time and for any duration as required due to a lack of financial resources. Retirement contributions shall not be made on any severance pay provided by the Employer, paid in accordance with Section 3.

SECTION 13. Paid Time Off (PTO) or Vacation and Sick Leave

As applicable, the County will provide for Paid Time Off (PTO) or vacation and sick leave in the same manner as the accruals currently received by other County Employees. In the event that the County changes or adopts a new program for all employees, such changes shall also apply to the **Deputy Fire Chief of Operations**. Accrued PTO or vacation leave, whichever is applicable, shall be paid to Employee upon termination of employment.

_____Initials

SECTION 14. Dues, Subscriptions and Professional Development

A. The County agrees to pay the Employee's annual membership dues, subscriptions and conference expenses incurred by the Employee in conjunction with the Employee's duties, not to exceed the budget and subject to prior approval by the County Administrator or his or her designee.

B. The County agrees to pay the travel and subsistence expenses of the Employee for expenses related to maintenance of professional certifications, professional and official travel, meetings and occasions adequate to continue the professional development of the Employee and to adequately pursue necessary official and other functions for the department, not to exceed the budget and subject to prior approval by the County Administrator or his or her designee.

SECTION 15. Indemnification

The County shall defend, save harmless and indemnify the Employee against any claim or demand or legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Employee's duties as **Deputy Chief of Fire Operations**. The County or its insurance carrier will pay the amount of any settlement or judgment agreed to or rendered against the Employee and the County may agree to such settlement or the payment of a judgment with or without the express consent of the Employee. Any defense and/or indemnification of the Employee by the County shall be subject to all of the terms and conditions found in the County's Defense and Indemnification ordinance/policy.

SECTION 16. General Provisions

A. The text herein shall constitute the entire agreement between the parties. Any amendment hereto shall be in writing and be executed by both parties.

B. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee.

C. If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

_____Initials

D. This agreement will become effective on the 16th day of June, 2025, and shall continue thereafter unless or until the agreement is terminated by either party as set forth herein.

E. This agreement shall be executed in duplicate, each of which shall be deemed to be complete of itself and may be introduced into evidence or used for any purpose without the production of the other copy.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS_____DAY OF_____2025.

HALL COUNTY, GEORGIA

_____

County Administrator

ATTEST:

_____

County Commission Clerk

(Seal)

_____

Employee

APPROVAL AS TO FORM

_____

William J. Linkous III

County Attorney

_____Initials

HALL COUNTY
GEORGIA *We have it **all** in Hall*

REQUEST TYPE: FULL-TIME POSITION

Department #	**Department Name**
Deputy Fire Chief of Operations	
Position Title	**Priority #**

ADDITIONAL PERSONNEL COST CALCULATION

New Position		**Account**
$135,000.00	Salary	**511100**
10,328.00	Taxes	**512200**
18,900.00	Retirement	**512400**
32,508.48	Health	**512100**
1,567.00	Dental & Vision	**512103**
350.00	Life	**512102**
98.00	AD&D	**512102**
522.00	Short Term Disability	**512100**
$199,273.48	**Total Additional Personnel Costs**	

JUSTIFICATION (please provide a short explanation of your request on the lines below):

Total yearly salary will be $135,000 $23,320.74 is the prorated amount estimated to be expended for the remainder of FY 2025. Please note taxes, retirement, and benefits are all estimates based on maximum potential cost. There will be a $50 reimbursement per month totaling $600

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (06/09/25)**

REPORT TO: **Voting Meeting (06/12/25)**

ITEM NO: 365/2025

SUBJECT: Approve the FY 2026 annual contract renewal for property and casualty insurance brokers (Gallagher Bassett Services, Inc., and Arthur J. Gallagher Company), insurance program coverages, fees, and third party administrator (TPA) services in the amount of $2,116,314.00; and authorize the Chairman to execute all related documents.

Meetings:

Work Session Date: 06/09/25

Voting Meeting Date: 06/12/25

Executive Summary:

Presenter: DLJ

Recommendation:
Department recommends approval.

Purpose of Request:
Approve the FY 2026 annual contract renewal for property and casualty insurance brokers (Gallagher Bassett Services, Inc., and Arthur J. Gallagher Company), insurance program coverages, fees, and third party administrator (TPA) services in the amount of $2,116,314.00; and authorize the Chairman to execute all related documents.

History:

Gallangher Basset Services, Inc., and Arthur J Gallagher Company are vendors in good standing with the County.

Facts and Issues:

Options:

Total program cost is $2,116,314.00 for the plan year, which is a 16.7% increase. Purpose of this request is to seek approval of the FY 2026 annual contract renewal for property and casualty insurance.

Line of businesses that experienced an increase are: Auto Liability and Auto Physical Damage (3.8%); Off-Duty Liability (3.9%); Crime (5.2%); and Aviation Drone Coverage (41.4%).

Decreases for the upcoming plan year are: Property (-12.3%) via GovPro; Cyber Liability (no change 0%); Law Enforcement AD&D (-0.5%); Terrorism & Sabotage (-53.1%); Risk Control Services (-40%); and Claims TPA fees (-2.8%)

This year the County will add GovPro (layered and shared) for Property; and add Excess Liability Coverage. Through GovPro there will be a net savings of 12.3% and a premium savings of 21.3%.

Funding Requested	$ 2,116,314.00
Are funds within current budget?	Yes
Source of Funds	Risk Management 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:

Submit	Approve	Purchasing	Budget
LJ	LJ	AP	EW
Finance	**Attorney**	**Administration**	**Clerk**
TS	WLI	CR	JR

Attachments:

Financial Supplement
Signature Request Cover Sheet
Property and Casualty Renewal 2025-2026

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 365/2025

Funds Requested: $ 2,116,314.00

Request Budgeted: Yes

Proposed Source of Funding:

Risk Management Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	602-RISK MANAGEMENT FUND	1555 - RISK MANAGEMENT	552401-PROPERTY & CASUALTY PREMIUMS	$1,972,838.00
2026	602-RISK MANAGEMENT FUND	1555 - RISK MANAGEMENT	552100-ADMINISTRATIVE INSURANCE FEES	$143,476.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: DLJ

Phone: 770-531-6712

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

CONTRACT EXECUTION SIGNATURE REQUEST

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Penick

Date: May 29, 2025

To: David Gibbs, Chairman, BOC

From: Andy Penick, Purchasing Manager

Your signature is requested to execute the attached Contract:

Bid/Contract Number: N/A

Bid/Contract Name: Property and Casualty Insurance

Department(s) Requesting Contract: Human Resources

Award Recipient Name: Gallagher Bassett Services, Inc. and Arthur J. Gallagher Company

Contract Description:

☐ Annual Contract ☐ New ☒ Renewal

FY 2025 Projected Spend: $ 1,812,013

☐ Price Increase Requested Increase Percentage: N/A

☒ Project/Service Contract FY 2026 Estimated Amount: $2,116,314.00

☐ Product Contract Estimated Amount:

Comment:

The FY 2026 Estimated amount has been reviewed against the projected FY 2026 budget by Finance. The Estimated Amount reflects a 16.7% increase in cost.

The Board approved the last renewal on Agenda Item #355/2024 06/27/2024.

Hall County Board of Commissioners

2025 Property & Casualty Insurance Proposal
6.30.2025 - 6.30.2026

Gallagher
Insurance | Risk Management | Consulting

	Expiring Program				Proposed Program 2025-2026				Analytics		
Line of Business	Expiring Program	Retention	Rating Basis	Premium	Proposed Program	Retention	Rating Basis	Premium	Exposure Change	Premium Change	Net Rate Change
Primary Package	**Safety National**				**Safety National**						
Auto Liability	$1,000,000	$300,000	Various	**$1,005,186**	$1,000,000	**$400,000**	Various	**$1,074,942**	3.0%	6.9%	3.8%
Auto Physical Damage	Comp & Collision	$25,000	$55,125,506		Comp & Collision	**$50,000**	$64,683,380				
General Liability	$5,000,000	$300,000	$379,945,044		$5,000,000	$300,000	$403,211,611				
Law Enforcement Liability	$5,000,000	$300,000	422		$5,000,000	$300,000	422				
Public Officials / EPLI	$5,000,000	$300,000	1,843		$5,000,000	$300,000	1,843				
Excess Liability			Blended	**Included**	**Metis - Obsidian**			**$327,600**		NEW	
Excess excluding Auto					**$5,000,000**	$5,000,000					
Property	**Allianz**		$349,634,896	**$414,911**	**GovPro (Layered & Shared)**		$313,858,181	**$326,610**	-10.2%	-21.3%	-12.3%
All Risk / Blanket	$349,634,896	$50,000	*$0.1187*		$313,858,181	**$100,000**	*$0.1041*				
Flood	$10,000,000	$50,000			$50,000,000	**$100,000**					
Earthquake	$10,000,000	$50,000			$50,000,000	**$100,000**					
Equipment Breakdown	$100,000,000	$50,000			$500,000,000	$25,000					
Inland Marine	Included	$25,000			Included	**$100,000**					
Cyber Liability	**Berkley**		$347,797,182	**$110,089**	**Berkley**		$347,797,182	**$110,080**	0.0%	0.0%	0.0%
Data Breach Response	$3,000,000	$250,000			**$3,000,000**	$250,000					
Business Interruption	$3,000,000	$250,000			**$3,000,000**	$250,000					
Ransomware	$3,000,000	$250,000			**$3,000,000**	$250,000					
Social Engineering	$50,000	$250,000			$50,000	$250,000					
Off-Duty Liability	**AIG**		406	**$72,083**	**AIG**		410	**$75,634**	1.0%	4.9%	3.9%
Per Occurrence	$1,000,000	$25,000			$1,000,000	$25,000					
Law Enforcement - AD&D	**Zurich**		406	**$17,449**	**Zurich**		410	**$17,538**	1.0%	0.5%	-0.5%
Per Occurrence	$50,000	Nil			$50,000	Nil					
Crime	**Travelers**		1,843	**$3,468**	**Travelers**		1,843	**$3,650**	0.0%	5.2%	5.2%
Employee Dishonesty	$1,000,000	$10,000			$1,000,000	$10,000					

Hall County Board of Commissioners

2025 Property & Casualty Insurance Proposal
6.30.2025 - 6.30.2026

Gallagher
Insurance | Risk Management | Consulting

	Expiring Program				Proposed Program 2025-2026				Analytics		
Line of Business	Expiring Program	Retention	Rating Basis	Premium	Proposed Program	Retention	Rating Basis	Premium	Exposure Change	Premium Change	Net Rate Change
Terrorism & Sabotage	**AXA XL**		$272,498,928	**$19,110**	**GovPro (Hiscox)**		$313,858,181	**$10,320**	15.2%	-46.0%	-53.1%
Property Damage	$100,000,000	$25,000			$250,000,000	$25,000					
Active Shooter	$1,000,000				$2,000,000	$25,000					
Chemical & Biological	$100,000				$2,000,000	$100,000					
Aviation Drone Coverage	**Lloyds**		5	**$3,653**	**Lloyds**		14	**$14,465**	180.0%	296.0%	41.4%
Liability Limit	$2,000,000	Nil			$2,000,000	Nil					
Hull Coverage	Stated Value	5%	$17,408		Stated Value		$104,408				
Premium Sub-Total				$1,645,949				$1,960,839	1.7%	19.1%	17.2%
Risk Control Services	Gallagher		100 Hours	**$20,000**	Gallagher National Risk Control 100 Hours			**$12,000**			-40.0%
Actuarial Loss Forecasts	Gallagher			**Included**	Gallagher Actuary - Casualty and Workers Comp Lines			**Included**			
Claims TPA Fees	Gallagher Bassett			**$147,663**	Gallagher Bassett TPA Services			**$143,475**			-2.8%
Risk Management Services				$167,663				$155,475			-7.3%
Insurance Costs				**$1,813,612**				**$2,116,314**			**16.7%**
Retained Loss Projections				**$940,000**				**$1,124,937**			19.7%
Grand Total				$940,000				$1,124,937			19.7%
Total Cost of Risk*	**May not include all administrative costs*			**$2,753,612**				**$3,241,251**			**17.7%**

DISLCAIMER: Premium+ includes any surplus lines taxes and fees if applicable. Broker Compensation is included unless specified as a broker fee. Risk management fees are for additional risk consulting services unrelated to the coverage placement. This summary is an outline of certain terms and conditions of the insurance proposed and does not include all of the terms, coverages, exclusions, and conditions of the actual policy language. We make no warranties with respect to policy limits, deductibles, or coverage considerations of the carrier.

Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 5/27/2025, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	Coverage/Carrier	TRIA
☑ Accept ☐ Reject	**Primary Package (General Liability, Auto Liability & Physical Damage, Law Enforcement Liability, Public Officials / EPLI)** Safety National Casualty Corporation	☐ Accept ☑ Reject
☑ Accept ☐ Reject	**Excess Liability - $5M xs $5M** Metis-Obsidian	☐ Accept ☑ Reject
☑ Accept ☐ Reject	**Property** GovPro Insurance Trust	☐ Accept ☑ Reject
☐ Accept ☑ Reject	**Property** Arch – Fireman's Fund Insurance Company	☐ Accept ☑ Reject
☑ Accept ☐ Reject	**Cyber Liability – $3M Limit** Berkley Assurance Company	**Included**
☐ Accept ☑ Reject	**Cyber Liability - $5M Limit** Berkley Assurance Company	**Included**
☑ Accept ☐ Reject	**Law Enforcement Off-Duty** AIG - Lexington Insurance Company	☐ Accept ☑ Reject
☑ Accept ☐ Reject	**Law Enforcement AD&D** Zurich American Insurance Company	☐ Accept ☑ Reject
☑ Accept ☐ Reject	**Crime** Travelers Casualty and Surety Co of America	☐ Accept ☑ Reject
☑ Accept ☐ Reject	**Terrorism, Sabotage, Active Shooter, and CBRN** GovPro (Hiscox)	**Included**
☑ Accept ☐ Reject	**Aviation Drone Coverage** American Alternative Insurance Corp	☐ Accept ☑ Reject
☑ Accept ☐ Reject	**Gallagher National Risk Control Services**	
☑ Accept ☐ Reject	**Actuarial Loss Forecasts Casualty & Work Comp Lines**	
☑ Accept ☐ Reject	**Claims TPA Services** Gallagher Bassett Services	

Additional Recommended Coverages

Gallagher
Insurance | Risk Management | Consulting

Gallagher recommends that you purchase the following additional coverages for which you have exposure. By checking the box(es) below, you are requesting that Gallagher provide you with a Proposal for this coverage. By not requesting a Proposal for this coverage, you assume the risk of any uncovered loss.

Other Coverages to Consider

☐ Fiduciary Liability

☐ Environmental Pollution Liability

The above coverage(s) does not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those listed in the Additional Recommended Coverages, please list below:

_____

_____

Coverage Amendments and Notes:

_____

_____

Exposures and Values

You confirm the payroll, values, schedules, and any other information pertaining to your operations, and submitted to the underwriters, were compiled from information provided by you. If no updates were provided to Gallagher, the values, exposures

and operations used were based on the expiring policies. You acknowledge it is your responsibility to notify Gallagher of any material change in your operations or exposures.

Fee Agreement: *In addition to* commission received by Gallagher for the policy term reflected herein, Gallagher will receive a fee of: **$12,000.00** for:

[ ] placement of insurance coverage

[ ] maintenance and management of the account

[X] loss/risk control services

[ ] claim advocacy services

[X] risk management consulting services

[ ] data analytics program studies

[ ] umbrella limits analysis

[ ] pool administration

[ ] program administration

[ ] Risk Purchasing Group or Risk Retention Group program administration fees, and/or

[ ] other _____

This fee IS NOT refundable, is fully earned by signing below, and is due and payable within thirty (30) days of such signing. Any placements that require the payment of additional state or federal taxes and/or fees are the client's responsibility.

By accepting this fee agreement, we agree and understand that it reflects services to be provided that have been discussed with and fully disclosed to us, and the above fee is consistent with our understanding. This agreement and any disputes that arise out of this fee agreement shall be governed by the laws of the state of Illinois.

Additional Terms and Disclosures

Gallagher is not an expert in all aspects of your business. Gallagher's Proposals for insurance are based upon the information concerning your business that was provided to Gallagher by you. Gallagher expects the information you provide is true, correct and complete in all material respects. Gallagher assumes no responsibility to independently investigate the risks that may be facing your business, but rather have relied upon the information you provide to Gallagher in making our insurance Proposals.

Gallagher's liability to you arising from any of Gallagher's acts or omissions will not exceed $20 million in the aggregate. The parties each will only be liable for actual damages incurred by the other party, and will not be liable for any indirect, special, exemplary, consequential, reliance or punitive damages. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with the Proposal, any of Gallagher's services or your relationship with Gallagher may be brought by either party any later than two (2) years after the accrual of the claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at https://www.ajg.com/privacy-policy/.

You have read, understand and agree that the information contained in the Proposal and all documents attached to and incorporated into the Proposal, is correct and has been disclosed to you prior to authorizing Gallagher to bind coverage and/or

provide services to you. By signing below, or authorizing Gallagher to bind your insurance coverage through email when allowed, you acknowledge you have reviewed and agree with terms, conditions and disclosures contained in the Proposal.

By: David Gibbs, Chairman

Print Name (Specify Title)

Hall County Board of Commissioners

Company

Signature

Date:

Gallagher
Insurance | Risk Management | Consulting

GALLAGHER BASSETT

HALL COUNTY, GA

06/30/2025 - 06/30/2026

FLAT FEE- LIFE OF PARTNERSHIP	Est. Claim Frequency		Projected Service Fee
Liability			
Auto Liability/Bodily Injury	20		Included
Auto Liability/Property Damage	35		Included
Auto/Physical Damage	10		Included
General Liability/Bodily Injury	5		Included
General Liability/Property Damage	38		Included
Professional Liability	6		Included
Incidents - Liability	271		Included
Total Liability Flat Fee			**$111,616**
Property			
Property	7		Included
Incidents - Property	0		Included
Total Property Flat Fee			**$6,888**

ADMINISTRATIVE SERVICES	Quantity	Rate	Estimated Annual Fee
Administrative Services			
Administration / Data Management			$13,271
RMIS - 2 Users Full Access			Included
Luminos Incident Management			$11,700
Total Administrative Services			**$24,971**
TOTAL			**$143,475**

If the claim counts for the 2025/2026 contract are 15% higher than the annual forecast by individual coverage type (the overage would not be calculated by a global overage, but instead by bodily injury, property damage, auto physical damage, property, or professional), then GB reserves the right to bill for the overage on a per-claim basis at the below rates:

Auto and General Liability Bodily Injury - $1,040
Auto and General Liability Property Damage - $479
Auto Physical Damage - $327
Property - $861
Professional - $2,520

OTHER SERVICES

SERVICES	CHARGES
RMIS Additional Users (RMIS Standard License includes a set number of Full Access Users outlined under Administrative Services, and unlimited use of GB standard scheduled training classes)	RMIS View-only User, $500 annually per user
	RMIS Full Access User, $1,000 annually per user
Loss control	$150 per hour
OSHA Reporting	$6,000, OSHA platform to produce compliant OSHA 301 Report, 300 and 300a Logs. If electronic OSHA reporting is required, an additional fee will be charged. Oversight and accuracy of all OSHA data is the responsibility of the employer prior to posting or submitting to OSHA.
Subrogation and Recovery	20% of net recovery amount less legal and collections expense based on recovery date Recoveries include subrogation, credits, lien waivers, file transfer (based on lien to date at time of transfer), and contribution or coverage handled in a separate action. Applies to all coverage types
Gallagher Bassett Investigative Services (GBIS)	
Special Fraud Investigations - SIU, Outside Field Investigations, Surveillance Investigations, Targeted Field Investigations	Prevailing hourly rate plus expenses
Targeted Database Searches, Self Service Database Searches	Prevailing rate per report
Gallagher Bassett Litigation Management Program (GBLMP)	
Invoice and Matter Management platform for adjusters/ counsel	If utilized, 2% of net legal invoice (invoice net of disbursements and invoice review savings). Charged as discount off total payment remitted to counsel and will be reflected as an allocated expense on the claim file.
5 client licenses for Legal Analytics platform	
Attorney-led legal bill review	
Gallagher Bassett Compliance Services (GBCS)	
Medicare Set-Aside Services: Allocation, CMS Submission, Medicare Eligibility Inquiry (MEI), SSDI Verification, Medical Cost Projection (MCP)	Prevailing rate per each service Rush fees apply for MSA completed within 5 business days MSA Revision fees apply
Medicare Secondary Payer Services: BCRC Notification, Conditional Payment Research (CPR), Conditional Payment Negotiations (CPN), Conditional Payment Notice Evaluation, Conditional Payment Dispute, Securing Final Demand for Settlement (SFD), Release / Settlement Agreement Review, Lien Research and Resolution (Advantage Plan, Medicaid, Part D)	Prevailing rate per each service
Taxes	
Taxes	All applicable taxes will be added to the service fees where required

PROGRAM SPECIFIC TERMS AND CONDITIONS

1. **Claim Count Reconciliation:**

   There will be one claim count reconciliation 18 months after the inception of the service period, to bill for any claims beyond the 15% threshold above the annual forecast.

2. **Billing and Payment Terms:** Fees will be billed quarterly during the service period.

3. **Claim Pricing Terms:**

   Life of Partnership:
   Claims will be handled for the life of the partnership with no additional per claim fees. If the client decides to non-renew all or a portion of the program, all open files will be handled in one of the following two ways:
   - GB will return the files to the client (contingent upon Carrier approval) at the client's expense.
   - GB will continue to handle the open files at our prevailing annual rate per year open.

   Additional Charges:
   There will be additional charges for ongoing Data Management (RISX-FACS®), RMIS users, Administration, Banking fees and monthly reports for as long as GB handles claims.

4. **Account Administration includes the following:**

   - Client Services
   - 2 Telephonic Claim Strategy Meeting(s)
   - 2 Standard Meeting(s) Included
   - Detailed Status Reports All Lines of Business @ $50,000
   - Settlement Consultation All Lines of Business @ $10,000
   - Loss Fund /Banking Services (SIMMS)
   - Claim Reporting
   - Data Transfer to Carrier(s)
   - Acknowledgement Letter to Claimant Liab

5. Claim Charges: Claim and incident fees will be assessed on a per occurrence, per claimant, per line of coverage basis.

6. This material is the proprietary, confidential property of Gallagher Bassett Services, Inc. It has been provided to you for the sole purpose of considering a quote for claims administration services. It is not to be duplicated or shared in any form with anyone other than the individuals of such prospective client that have a business need to know the information. It must be destroyed or returned to Gallagher Bassett Services, Inc. after its intended use.

7. Gallagher Bassett Services, Inc. will not pay a fee, commission, or rebate to any party for the privilege of presenting our proposal or in order to secure the awarding of any program to Gallagher Bassett Services, Inc.

GENERAL CONTRACT TERMS AND CONDITIONS

1. Independent Adjusters - If applicable, following any significant loss as a result of a single event (hurricane, tornado, flood, earthquake, etc.), GB reserves the right to retain outside resources (adjusters) when appropriate and those fees will be paid as an Allocated Expense off the file.

2. The pricing quoted in this Cost & Terms is based upon the data and information provided by Client, as well as existing legislative and regulatory requirements. Material inaccuracies or changes to the foregoing may require adjustments to the quoted pricing.

3. Taxes - All applicable taxes will be added to the service fees where required.

4. Allocated Expenses: Shall be your responsibility as applicable and shall include, but not be limited to:

   - Legal Fees
   - Legal Bill Review
   - Medical Examination
   - Professional Photographs
   - Travel made at client's request
   - Costs for witness statements
   - Court reporter service, translation, and interpretation
   - Record retrieval and copying services (Including medical and legal)
   - Accident reconstruction
   - Experts' rehabilitation costs
   - Chemist
   - Fees for service of process
   - Collection cost payable to third parties on subrogation
   - Architects, contractors
   - Engineer
   - Any other similar cost, fee or expense reasonably chargeable to the investigation, negotiation, settlement or defense of a claim or loss which must have the explicit prior approval of the client
   - Police, fire, coroner, weather, or other such reports
   - Property damage appraisals
   - Vehicle appraisals (vehicle damage assessment)
   - SIU, surveillance and sub rosa investigation
   - Official documents and transcripts
   - Pre- and post-judgment interest paid
   - Outside Field Investigations
   - Subrogation at 20% of net recovery
   - Index Bureau Reporting (All Coverages)
   - Second Injury Fund Recovery
   - Data Intelligence Self-Service Reports
   - Medical Management - Medical Management services may include, but are not limited to:
     - Preferred provider organization networks
     - Utilization review services
     - Automated state fee scheduling
     - Light duty/return-to-work programs
     - Medical case management and Vocational rehabilitation network
     - Prospective injury management services
     - Hospital bill audit services

DEFINITIONS

Incidents
An incident is a loss reported electronically through ClaimLine and/or the Web, or set up manually at the branch. GB will review the incident and make a courtesy call (if necessary) to determine if it is a claim or incident. GB will have full discretion in the determination and handling of these incidents and/or their conversion into claim status.

Auto Physical Damage (APD)
Investigate, evaluate and adjudicate all first-party claims which you report involving damage or loss of real or personal property. First-party claims will be managed and administered in accordance with our product guidelines.

Liability Claims
Investigate, evaluate and adjudicate all third-party claims for which you may be legally obligated. Third-party claims will be managed and administered in accordance with our product guidelines.

Property Claims
Investigate, evaluate and adjudicate all first-party claims which you report involving damage or loss of real or personal property. First-party claims will be managed and administered in accordance with our product guidelines.

ACKNOWLEDGEMENT OF COST & TERMS

The undersigned parties acknowledge and agree that this Cost & Terms is effective for the service period stated above.

Notices to Gallagher Bassett Services, Inc. should be directed to:
Gallagher Bassett Services, Inc.
2850 Golf Road
Rolling Meadows, Illinois 60008-4050
Attn: Legal Department
Email: GB-Contracts@gbtpa.com

ACCEPTED AND AGREED TO BY:

GALLAGHER BASSETT SERVICES, INC.

By: _____

Print Name: Liz Staruck

Title: General Counsel

Date: June 02, 2025

ACCEPTED AND AGREED TO BY:

HALL COUNTY, GA

By: _____

Print Name: David Gibbs

Title: BOC Chairman

Date: _____

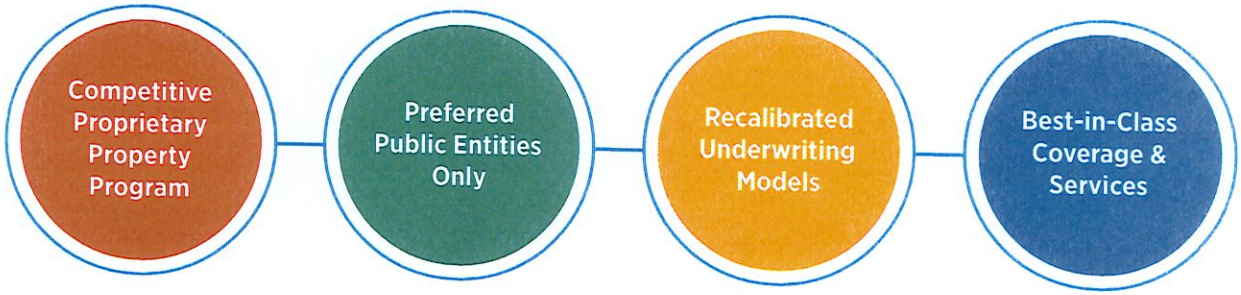
Gallagher

Insurance | Risk Management | Consulting

What is GovPro Property Insurance?

The GovPro property program will deliver best-in-class property insurance coverage and pricing to the US public sector by establishing a preferred class of business and geographic spread.

Revolutionizing the management of property exposures is at the core of GovPro's mission, achieved through advanced technology and comprehensive data analysis. The program will leverage resources from all Gallagher divisions, such as reinsurance, London, retail and wholesale. This strategy is designed to strengthen market relationships and provide valuable data insights to its members.



Why Now?

US public entities manage extensive property schedules, and face challenges in collecting and ensuring the accuracy of property data. The property market is still expensive for public entities, with fewer options available. The market's response has often been to increase deductibles, lower coverage limits, and raise rates, particularly for critical catastrophe-prone buildings. There is a growing need for innovative solutions and fresh options in the marketplace. That's why we've developed a comprehensive program using a unified approach, bringing together our global property specialists to address these challenges.

Purpose of the Program

- Develop a program structure that is flexible, legally structured and transparent.
- Create a new standard for managing property exposures using AI, technology, and complete, accurate and forward-looking data.
- Utilize all available resources to leverage market relationships and provide actionable data analysis to program members.

By integrating data analytics and human expertise, GovPro aims to refine and enhance underwriting models. This initiative will result in a master policy that is national in scope, designed to offer local governments a more cost-effective and climate-resilient property insurance solution.

GovPro Property is designed to be flexible and growth-focused, stabilizing pricing for members and delivering top-tier coverage and services.

Program Profile

- A master property policy with $1 billion in shared limits
- A broker-manuscripted policy form offering favorable limits, sub-limits and conditions
- Optional coverages for equipment breakdown and terrorism exposures
- Membership consists of single risk entities, including municipalities, counties, K-12 schools, water & sewer authorities, utilities and select special districts
- Current data encompasses more than 50 potential members across 12 states

ADDITIONAL SERVICES

1. Catastrophe modeling reports
2. Risk engineering inspections
3. Property appraisals for buildings valued over $10M
4. Specialized public sector risk control services
5. Claims advocacy and best-practices guidance
6. Whitepapers and thought leadership

Why GovPro Property?

GovPro harnesses the power of data to give our members a robust digital experience and to give our market partners enhanced location-specific data points to predict future losses beyond traditional catastrophe modeling methods.

Our innovative approach is designed to attract markets and vendors to support GovPro, ultimately leading to cost-effective premiums and sustainable, comprehensive program protection.

CONNECT WITH US

Dorothy Gjerdrum
Senior Managing Director,
Public Sector & K-12 Education
(952) 358-7551
dorothy_gjerdrum@ajg.com

Scott Thomason
Southeast Regional Practice Leader,
Public Sector
(678) 393-5234
scott_thomason@ajg.com

AJG.com **The Gallagher Way.** Since 1927.

Gallagher

The information contained herein is offered as insurance industry guidance and provided as an overview of current market risks and available coverages and is intended for discussion purposes only. This publication is not intended to offer financial, tax, legal or client-specific insurance or risk management advice. General insurance descriptions contained herein do not include complete insurance policy definitions, terms, and/or conditions, and should not be relied on for coverage interpretation. Actual insurance policies must always be consulted for full coverage details and analysis.
Insurance brokerage and related services provided by Arthur J. Gallagher Risk Management Services, LLC License Nos. IL 100292093 / CA 0D69293
© 2025 Arthur J. Gallagher & Co., and affiliates & subsidiaries | GPUS104100

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (06/09/25)**

REPORT TO: **Voting Meeting (06/12/25)**

ITEM NO: 264/2025

SUBJECT: Approve the renewal of the annual contract for RFQ #42-026 Public Works & Utilities Program Management for Public Works & Utilities to Rochester & Associates, Inc. of Gainesville, GA. The estimated annual cost is $600,000.00.

Meetings:

Work Session Date: 06/09/25

Voting Meeting Date: 06/12/25

Executive Summary:

Presenter: BN

Recommendation:
Approve.

Purpose of Request:
Approve the renewal of the annual contract for RFQ #42-026 Public Works & Utilities Program Management for Public Works & Utilities to Rochester & Associates, Inc. of Gainesville, GA. The estimated annual cost is $600,000.00.

History:

Rochester & Associates has provided Public Works & Utilites Program Management to the County for many years and is a vendor in good standing with the County.

Facts and Issues:
Year five (5) out of a possible five (5) year contract.

The vendor has requested a three point two percent (3.2%) overall price increase for FY 2026.

Staff has reviewed the estimated spend with the vendor for FY 2026 based on the projects currently in the works, or that will be coming online during the next fiscal year. The $600K is a good estimate, and has been vetted against the projected FY 2026 budget.

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
JD	BN	BN	AP
Budget	**Finance**	**Attorney**	**Administration**
JM	TS	WLI	CR
Clerk			
JR			

Attachments:

Financial Supplement
Contract
Exhibit A - FY 2026 Requested Price Increases

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 264/2025

Funds Requested: $ 600,000.00

Request Budgeted: Yes

Proposed Source of Funding:

various

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	TBD	TBD	521000-PROFESSIONAL SERVICES	$600,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: JS

Phone: 770-531-6800

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Penick

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

CONTRACT EXECUTION SIGNATURE REQUEST

Date: April 23, 2025

To: David Gibbs, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 42-026-4

Bid/Contract Name: Public Works & Utilities Program Management Annual Contract

Department(s) Requesting Contract: Public Works

Award Recipient Name: Rochester & Associates

Contract Description:

☒ Annual Contract ☐ New ☒ Renewal

FY 2025 Projected Spend: $406,069.69

☐ Price Increase Requested Increase Percentage: 3.2%

☒ Project/Service Contract FY 2026 Estimated Amount: $600,000

☐ Product Contract Estimated Amount:

Comment:

Year five (5) of a five (5) Year contract. Renewal FY 2026.
Rochester & Associates has provided Public Works & Utilities Program Management to the County for many years and is a vendor in good standing. There is an average price increase of 3.2% requested by the vendor for FY 2026. See attached spreadsheet, Attachment A, for details. The FY 2026 Estimated amount has been reviewed against the projected FY 2026 budget by Finance.

State of Georgia
County of Hall

Contract #42-026-4

Contract Renewal #4

Public Works & Utilities Program Management Annual Contract

March 25, 2025

Whereas, the County desires to Renew the Contract period for a one year period through June 30, 2026, in accordance with the terms and conditions of Bid #42-026, Public Works & Utilities Program Management Annual Contract for dated April 14, 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, 2026,
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.

Rochester & Associates

By: _____
Print Name: Brian K. Rochester
Title: President

HALL COUNTY, GEORGIA

By. _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Sworn to and subscribed before me this

15th Day of April, 2025

Notary Public: Patricia A. Millard
Notary commission expires: July 4, 2028

PATRICIA A MILLARD NOTARY PUBLIC BANKS COUNTY GEORGIA EXPIRES JULY 4, 2028

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

Exhibit A
SCHEDULE OF RATES

Professional Personnel:	Hourly Rates:
Entitlement Specialist	375
Principal	270
Project Director	240
Director of Development Strategies	205
Senior Project Manager	230
Senior Surveyor	200
Senior Engineer	200
Senior GIS Enterprise Administrator	185
Senior Landscape Architect	175
Project Manager	195
Senior Designer	160
Project Surveyor	170
Project Engineer	170
Project GIS Developer	170
Project Landscape Architect	140
Project Designer	130
Staff Surveyor	150
Staff Engineer	150
Staff GIS Analyst	140
Staff Project Manager	160
Staff Landscape Architect	120
Staff Designer	130
CADD Technician	105
GIS Technician	130
Two Person Crew (GPS/RTK)	220
One Person Crew (GPS/RTK)	205
Three Person Field Crew	200
Two Person Field Crew	190
One Person Field Crew	180
Field Technician	80
Clerical	80

Hourly rate schedule for period July 1, 2025 through June 30, 2026.

Reimbursable Expenses:
All reimbursable expenses, including, but not limited to, mileage, courier, photography, special equipment and materials, plan review fees and out of town travel will be invoiced at cost plus 15%. The cost of any fees to comply with special insurance requirements will be invoiced at cost plus 15%. Any progress prints, county review drawings, permit drawings or prints for other than in-house shall be billed at $0.35 per square foot for black line copies.

RFP #42-026 **Schedule of Rates** 7/11/2025 - 6/30/2026		Rochester & Associates		
		FY25 Pricing	Requested FY26 Increase	
	Description	Per Hour	Per Hour	% Increase
	Entitlement Specialist	$375.00	$375.00	0.00%
	Principal	$270.00	$270.00	0.00%
	Project Director	$240.00	$240.00	0.00%
	Director of Development Strategies	$205.00	$205.00	0.00%
	Senior Project Manager	$210.00	$230.00	9.52%
	Senior Surveyor	$190.00	$200.00	5.26%
	Senior Engineer	$190.00	$200.00	5.26%
	Senior GIS Enterprise Administrator	$185.00	$185.00	0.00%
	Senior Landscape Architect	$175.00	$175.00	0.00%
	Project Manager	$190.00	$195.00	2.63%
	Senior Designer	$150.00	$160.00	6.67%
	Project Surveyor	$160.00	$170.00	6.25%
	Project Engineer	$160.00	$170.00	6.25%
	Project GIS Developer	$160.00	$170.00	6.25%
	Project Landscape Architect	$140.00	$140.00	0.00%
	Project Designer	$130.00	$130.00	0.00%
	Staff Surveyor	$140.00	$150.00	7.14%
	Staff Engineer	$140.00	$150.00	7.14%
	Staff GIS Analyst	$130.00	$140.00	7.69%
	Staff Project Manager	$155.00	$160.00	3.23%
	Staff Landscape Architect	$120.00	$120.00	0.00%
	Staff Designer	$120.00	$130.00	8.33%
	Three Person Field Crew	$200.00	$200.00	0.00%
	Two Person Field Crew	$190.00	$190.00	0.00%
	One Person Field Crew	$165.00	$180.00	9.09%
	One Person Crew (GPS/RTK)	$205.00	$205.00	0.00%
	Two Person Crew (GPS/RTK)	$220.00	$220.00	0.00%
	CADD Technician	$105.00	$105.00	0.00%
	GIS Technician	$120.00	$130.00	8.33%
	Field Technician	$80.00	$80.00	0.00%
	Clerical	$80.00	$80.00	0.00%
		Avg Increase		3.20%

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (06/09/25)**

REPORT TO: **Voting Meeting (06/12/25)**

ITEM NO: 284/2025

SUBJECT: Approve the renewal of the annual contract for RFQ/P #45-004 Demand Services for On-Call Minor Resurfacing, Paving, and Sealcoating for Public Works & Utilities to Advanced Paving & Sealcoating Inc. of Gainesville, GA, Allied Paving Contractors, Inc. of Pendergrass, GA, Magnum Paving of Villa Rica, GA and Ryals Brothers, LLC of Lula, GA. The estimated annual cost is $136,000.00.

Meetings:

Work Session Date: 06/09/25

Voting Meeting Date: 06/12/25

Executive Summary:

Presenter: BN

Recommendation:
Approve.

Purpose of Request:
Approve the renewal of the annual contract for RFQ/P #45-004 Demand Services for On-Call Minor Resurfacing, Paving, and Sealcoating for Public Works & Utilities to Advanced Paving & Sealcoating Inc. of Gainesville, GA, Allied Paving Contractors, Inc. of Pendergrass, GA, Magnum Paving of Villa Rica, GA and Ryals Brothers, LLC of Lula, GA. The estimated annual cost is $136,000.00.

History:

The four vendors were recommended to utilize a pool of contractors that will be presented with task orders as various jobs arise throughout the County. This contract is for smaller paving jobs that are required throughout the County for both Road Maintanance and Public Works and Utilities.

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

Options:

Funding Requested	$ 136,000.00
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
JD	JS	JS	AP
Budget	**Finance**	**Attorney**	**Administration**
JM	TS	WLI	CR
Clerk			
JR			

Attachments:

Financial Supplement
Contracts

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 284/2025

Funds Requested: $ 136,000.00

Request Budgeted: Yes

Proposed Source of Funding:

Various

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	TBD	TBD	522200-REPAIRS AND MAINTENANCE	$136,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions:

Phone:

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Penick

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

CONTRACT EXECUTION SIGNATURE REQUEST

Date: May 5, 2025

To: David Gibbs, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number:45-004-1

Bid/Contract Name: Demand Services for On-Call Minor Resurfacing, Paving, and Sealcoating

Department(s) Requesting Contract: Public Works & Utilities

Award Recipient Name: Advanced Paving and Sealcoating, Inc., Allied Paving Contractors, Inc., Magnum Paving, Ryals Brothers, LLC

Contract Description:

☒ Annual Contract ☐ New ☒ Renewal

FY 2025 Projected Spend: $118,201

☐ Price Increase Requested Increase Percentage: 0%

☒ Project/Service Contract FY 2026 Estimated Amount: $136,000

☐ Product Contract Estimated Amount: $0

Comment:

Year two (2) of a possible five (5) year contract. Renewal FY 2026.
All four (4) vendors are currently in the vendor pool, and all are in good standing with the County. There are no requested price increases for FY 2026.
The FY 2026 Estimated amount has been reviewed against the projected FY 2026 budget by Finance.

State of Georgia
County of Hall

Contract #45-004-1

Contract Renewal #1

Demand Services for On-Call Minor Resurfacing, Paving, and Sealcoating March 24, 2025

Whereas, the County desires to Renew the Contract period for a one year period through June 30, 2026, in accordance with the terms and conditions of Bid #45-004, Demand Services for On-Call Minor Resurfacing, Paving, and Sealcoating dated June 27, 2024; 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, 2026,
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 PAVING and SEALCOATING, INC.

By: Tammy Lunsford
Print Name: Tammy Lunsford
Title: Secretary

Sworn to and subscribed before me this
3rd Day of April, 2025

Notary Public: Cindy Walker

Notary commission expires: 1-18-2029

HALL COUNTY, GEORGIA

By. _____
David Gibbs, Chairman
Board of Commissioners

Date: _____

Attestment: _____
County Clerk

CINDY WALKER NOTARY PUBLIC HALL COUNTY, GEORGIA MY COMMISSION EXPIRES JANUARY 18, 2029

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

State of Georgia
County of Hall

Contract #45-004-1

Contract Renewal #1

Demand Services for On-Call Minor Resurfacing, Paving, and Sealcoating March 24, 2025

Whereas, the County desires to Renew the Contract period for a one year period through June 30, 2026, in accordance with the terms and conditions of Bid #45-004, Demand Services for On-Call Minor Resurfacing, Paving, and Sealcoating dated June 27, 2024; 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, 2026,
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.

ALLIED PAVING CONTRACTORS, INC.

By: _____
Print Name: Bryan Jones
Title: Vice President

HALL COUNTY, GEORGIA

By. _____
David Gibbs, Chairman
Board of Commissioners

Date: _____

Attestment: _____
County Clerk

Sworn to and subscribed before me this
25th Day of MAR., 2025

Notary Public: _____

Notary commission expires: _____

KRISTI SUN HALL NOTARY PUBLIC JACKSON COUNTY, GEORGIA My Commission Expires 01-26-2029

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

State of Georgia
County of Hall

Contract #45-004-1

Contract Renewal #1

Demand Services for On-Call Minor Resurfacing, Paving, and Sealcoating March 24, 2025

Whereas, the County desires to Renew the Contract period for a one-year period through June 30, 2026, in accordance with the terms and conditions of Bid #45-004, Demand Services for On-Call Minor Resurfacing, Paving, and Sealcoating dated June 27, 2024; 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, 2026,
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.

MAGNUM PAVING

By: Will Kelley
Print Name: Will Kelley
Title: Director of Operations

HALL COUNTY, GEORGIA

By. _____
David Gibbs, Chairman
Board of Commissioners

Date: _____

Attestment: _____
County Clerk

Sworn to and subscribed before me this

26th Day of March, 2025

Notary Public: _____

Notary commission expires: September 5th, 2028

JOSEPH DANIEL RODGERS
NOTARY PUBLIC
COMMISSION EXPIRES
SEPTEMBER 5, 2028
DOUGLAS COUNTY, GEORGIA

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

State of Georgia
County of Hall

Contract #45-004-1

Contract Renewal #1

Demand Services for On-Call Minor Resurfacing, Paving, and Sealcoating March 24, 2025

Whereas, the County desires to Renew the Contract period for a one-year period through June 30, 2026, in accordance with the terms and conditions of Bid #45-004, Demand Services for On-Call Minor Resurfacing, Paving, and Sealcoating dated June 27, 2024; 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, 2026,
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.

Ryals Brothers, LLC

By: Neil Wingo
Print Name: Neil Wingo
Title: Client Manager

Sworn to and subscribed before me this
5 Day of May, 2025

Notary Public:

Notary commission expires: 10-13-27

CHRISTOPHER SHANNON LADD NOTARY PUBLIC HALL COUNTY, GA OCTOBER 13 2027

HALL COUNTY, GEORGIA

By. _____
David Gibbs, Chairman
Board of Commissioners

Date: _____

Attestment: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (06/09/25)**

REPORT TO: **Voting Meeting (06/12/25)**

ITEM NO: 308/2025

SUBJECT: Approve the renewal of the annual contract for RFQ/P #44-004 Demand Services for On-Call Public Works Contractors for Public Works & Utilities to Allied Paving Contractors, Inc. of Pendergrass, GA, Multiplex LLC of Duluth, GA, Simpson Trucking & Grading, Inc. of Gainesville, GA, and Strickland & Sons Pipeline, Inc. of Gainesville, GA. The estimated annual cost is $3,000,000.00.

Meetings:

Work Session Date: 06/09/25

Voting Meeting Date: 06/12/25

Executive Summary:

Presenter: BN

Recommendation:
Approve.

Purpose of Request:
Approve the renewal of the annual contract for RFQ/P #44-004 Demand Services for On-Call Public Works Contractors for Public Works & Utilities to Allied Paving Contractors, Inc. of Pendergrass, GA, Multiplex LLC of Duluth, GA, Simpson Trucking & Grading, Inc. of Gainesville, GA, and Strickland & Sons Pipeline, Inc. of Gainesville, GA. The estimated annual cost is $3,000,000.00.

History:

All contractors are in good standing with the County and have been the contract holders for the previous two (2) years.

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

There are no requested price increases requested by any contractor for FY 2026.

This is a renewal of the demand services on-call contract #44-004 pool of contractors to whom the County will issue task orders for public works projects.

Options:

Funding Requested	$ 3,000,000.00
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?	2025-06-30

Approvals:

Buyer	Submit	Approve	Purchasing
AY	BN	BN	AY
Budget	**Finance**	**Attorney**	**Administration**
JM	TS	WLI	CR
Clerk			
JR			

Attachments:

Financial Supplement
Contract Renewal - Allied Paving
Contract Renewal - Multiplex
Contract Renewal - Simpson Trucking
Contract Renewal - Strickland & Sons
Contract Cover Sheet - Public Works Contract

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 308/2025

Funds Requested: $ 3,000,000.00

Request Budgeted: Yes

Proposed Source of Funding:

Various

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	TBD	TBD	541400-INFRASTRUCTURE	$3,000,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: BN

Phone: 770-531-6800

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Penick

May 2, 2025

Allied Paving Contractors, Inc.
132 Belk Rd
Pendergrass, GA 30567
Attn: John McLean
President
Email: johnm@paveone.com
Ph: (706) 693-4052

Subject: 44-004 Demand Services for On-Call Public Works Contractors

Dear John,

Please find attached Contract Renewal #2, extending the contract for year three (3) of possible five (5) year terms, to extend the Contract for one (1) additional year through June 30, 2026.

If you are in agreement with the renewal, please sign, notarize, and return the attached agreement. The County accepts digital signatures. Do not fax documents back. An executed copy will be returned to you upon countersignature by the Hall County Board of Commissioners – after which the County will send you a Notice to Proceed for the renewal.

Please furnish an updated Certificate of Insurance along with a current W-9 form. Additionally, provide a current contact list including name(s), title(s), email address(es), and phone number(s) for your company, if there are any changes.

Please respond by May 9, 2025. Hall County appreciates your cooperation with this process.

Andrew Youngblood, Purchasing Supervisor
Issuing Officer
Hall County, Georgia, Board of Commissioners

State of Georgia
County of Hall

Contract # 44-004-2

Contract Renewal #1
for
Year Three (3) of Five (5)

Title: 44-004 Demand Services for On-Call Public Works Contractors
Date: May 2, 2025

WHEREAS Contract #44-004 remains in force between Hall County, Georgia (Herein "County") located at 2875 Browns Rd., Gainesville, Georgia 30504 and Allied Paving Contractors, Inc. of 132 Belk Rd, Pendergrass, GA 30567 until June 30, 2026; and

WHEREAS the Parties desire to extend the contract period for an additional one (1) year term from July 1, 2025, through June 30, 2026, in accordance with the same Terms and Conditions and pricing of Contract #44-004 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, 2026,

2. Allow for price adjustments, if any, as agreed and recorded on Attachment A below,

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.

State of Georgia
County of Hall

Contract # 44-004-2

Attachment A

#44-004 Demand Services for Public Works Contractors

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:

[Signature Page Follows]

IN WITNESS WHEREOF, said Parties have hereunto affixed their signature and seal on the day, month, and year below.

Allied Paving Contractors, Inc.

By: _____

Print Name: Bryan Jones

Title: Vice President

Hall County, Georgia

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Sworn to and subscribed before me this

5TH day of MAY, 2025.

Notary Public: _____

Notary commission expires: 01-26-2029
[Locus Sigilli – Seal or Stamp]

Attestation: _____
Board of Commissioners Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Penick

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

May 2, 2025

Multiplex LLC
3505 Koger Blvd, Suite 210
Duluth, GA 30096
Attn: Joseph Khalil
Vice President
Email: admin@multiplexllc.com
Ph: (678) 317-2040

Subject: 44-004 Demand Services for On-Call Public Works Contractors

Dear Joseph,

Please find attached Contract Renewal #2, extending the contract for year three (3) of possible five (5) year terms, to extend the Contract for one (1) additional year through June 30, 2026.

If you are in agreement with the renewal, please sign, notarize, and return the attached agreement. The County accepts digital signatures. Do not fax documents back. An executed copy will be returned to you upon countersignature by the Hall County Board of Commissioners – after which the County will send you a Notice to Proceed for the renewal.

Please furnish an updated Certificate of Insurance along with a current W-9 form. Additionally, provide a current contact list including name(s), title(s), email address(es), and phone number(s) for your company, if there are any changes.

Please respond by May 9, 2025. Hall County appreciates your cooperation with this process.

Andrew Youngblood, Purchasing Supervisor
Issuing Officer
Hall County, Georgia, Board of Commissioners

State of Georgia
County of Hall

Contract # 44-004-2

Contract Renewal #1
for
Year Three (3) of Five (5)

Title: 44-004 Demand Services for On-Call Public Works Contractors
Date: May 2, 2025

WHEREAS Contract #44-034 remains in force between Hall County, Georgia (Herein "County") located at 2875 Browns Rd., Gainesville, Georgia 30504 and Multiplex LLC of 3505 Koger Blvd, Suite 210, Duluth, GA 30096 until June 30, 2026; and

WHEREAS the Parties desire to extend the contract period for an additional one (1) year term from July 1, 2025, through June 30, 2026, in accordance with the same Terms and Conditions and pricing of Contract #44-004 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, 2026,

2. Allow for price adjustments, if any, as agreed and recorded on Attachment A below,

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.

State of Georgia
County of Hall

Contract # 44-004-2

Attachment A

#44-004 Demand Services for Public Works Contractors

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:

5 % price increase

[Signature Page Follows]

IN WITNESS WHEREOF, said Parties have hereunto affixed their signature and seal on the day, month, and year below.

Multiplex LLC

By: _____

Print Name: Joseph Khalil

Title: Vice-President

Sworn to and subscribed before me this

9th day of May, 2025.

Notary Public: _____

Notary commission expires: July 5, 2026

[Locus Sigilli – Seal or Stamp]

Hall County, Georgia

By: _____

David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
Board of Commissioners Clerk

DANIEL LUTRELL
NOTARY PUBLIC
Gwinnett County
State of Georgia
My Comm. Expires July 5, 2026

APPROVED AS TO FORM

_____

Nathaniel R. Anderson,
Senior Assistant County Attorney

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

HALL COUNTY
GEORGIA
*We have it **all** in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Penick

May 2, 2025

Simpson Trucking & Grading, Inc.
1364 Candler Rd
Gainesville, GA 30507
Attn: David Hammond
Chief Estimator
Email: dhammond@simpsontrucking.com
Ph: (770) 536-4731

Subject: 44-004 Demand Services for On-Call Public Works Contractors

Dear David,

Please find attached Contract Renewal #2, extending the contract for year three (3) of possible five (5) year terms, to extend the Contract for one (1) additional year through June 30, 2026.

If you are in agreement with the renewal, please sign, notarize, and return the attached agreement. The County accepts digital signatures. Do not fax documents back. An executed copy will be returned to you upon countersignature by the Hall County Board of Commissioners – after which the County will send you a Notice to Proceed for the renewal.

Please furnish an updated Certificate of Insurance along with a current W-9 form. Additionally, provide a current contact list including name(s), title(s), email address(es), and phone number(s) for your company, if there are any changes.

Please respond by May 9, 2025. Hall County appreciates your cooperation with this process.

Andrew Youngblood, Purchasing Supervisor
Issuing Officer
Hall County, Georgia, Board of Commissioners

State of Georgia
County of Hall

Contract # 44-004-2

Contract Renewal #1
for
Year Three (3) of Five (5)

Title: 44-004 Demand Services for On-Call Public Works Contractors
Date: May 2, 2025

WHEREAS Contract #44-004 remains in force between Hall County, Georgia (Herein "County") located at 2875 Browns Rd., Gainesville, Georgia 30504 and Simpson Trucking & Grading, Inc. of 1364 Candler Rd, Gainesville, GA 30507 until June 30, 2026; and

WHEREAS the Parties desire to extend the contract period for an additional one (1) year term from July 1, 2025, through June 30, 2026, in accordance with the same Terms and Conditions and pricing of Contract #44-004 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, 2026,

2. Allow for price adjustments, if any, as agreed and recorded on Attachment A below,

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.

State of Georgia
County of Hall

Contract # 44-004-2

Attachment A

#44-004 Demand Services for Public Works Contractors

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:

[Signature Page Follows]

IN WITNESS WHEREOF, said Parties have hereunto affixed their signature and seal on the day, month, and year below.

Simpson Trucking & Grading, Inc.

By: _____

Print Name: David S. Hammond

Title: Chief Estimator

Sworn to and subscribed before me this 5th day of May, 2025.

Notary Public: _____

Notary commission expires: 10-7-2028

[Locus Sigilli – Seal or Stamp]

RACHEL GLISSON
My Commission Expires
NOTARY PUBLIC
10-07-2028
GWINNETT COUNTY, GEORGIA

Hall County, Georgia

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
Board of Commissioners Clerk

APPROVED AS TO FORM

_____
Nathaniel R. Anderson,
Senior Assistant County Attorney

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

HALL COUNTY
GEORGIA
*We have it **all** in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Penick

May 2, 2025

Strickland & Sons Pipeline, Inc.
1551 Fullenwider Road
Gainesville, GA 30507
Attn: Robert Strickland
President
Email: rob.s@sspipeline.net
Ph: (770) 535-2246

Subject: 44-004 Demand Services for On-Call Public Works Contractors

Dear Rob,

Please find attached Contract Renewal #2, extending the contract for year three (3) of possible five (5) year terms, to extend the Contract for one (1) additional year through June 30, 2026.

If you are in agreement with the renewal, please sign, notarize, and return the attached agreement. The County accepts digital signatures. Do not fax documents back. An executed copy will be returned to you upon countersignature by the Hall County Board of Commissioners – after which the County will send you a Notice to Proceed for the renewal.

Please furnish an updated Certificate of Insurance along with a current W-9 form. Additionally, provide a current contact list including name(s), title(s), email address(es), and phone number(s) for your company, if there are any changes.

Please respond by May 9, 2025. Hall County appreciates your cooperation with this process.

Andrew Youngblood, Purchasing Supervisor
Issuing Officer
Hall County, Georgia, Board of Commissioners

State of Georgia
County of Hall

Contract # 44-004-2

Contract Renewal #1
for
Year Three (3) of Five (5)

Title: 44-004 Demand Services for On-Call Public Works Contractors
Date: May 2, 2025

WHEREAS Contract #44-004 remains in force between Hall County, Georgia (Herein "County") located at 2875 Browns Rd., Gainesville, Georgia 30504 and Strickland & Sons Pipeline, Inc. of 1551 Fullenwider Road, Gainesville, GA 30507 until June 30, 2026; and

WHEREAS the Parties desire to extend the contract period for an additional one (1) year term from July 1, 2025, through June 30, 2026, in accordance with the same Terms and Conditions and pricing of Contract #44-004 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, 2026,

2. Allow for price adjustments, if any, as agreed and recorded on Attachment A below,

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.

State of Georgia
County of Hall

Contract # 44-004-2

Attachment A

#44-004 Demand Services for Public Works Contractors

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:

[Signature Page Follows]

IN WITNESS WHEREOF, said Parties have hereunto affixed their signature and seal on the day, month, and year below.

Strickland & Sons Pipeline, Inc.

By: _____

Print Name: ROBERT F. STRICKLAND

Title: PRESIDENT

Sworn to and subscribed before me this 5th day of May, 2025.

Notary Public: _____

Notary commission expires: 3/13/2028

[Locus Sigilli – Seal or Stamp]

JORDAN S. WELLS NOTARY PUBLIC BARROW COUNTY, GEORGIA COMMISSION EXPIRES MARCH 13, 2028

Hall County, Georgia

By: _____

David Gibbs, Chairman

Hall County Board of Commissioners

Date: _____

Attestation: _____

Board of Commissioners Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,

Senior Assistant County Attorney

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

CONTRACT RENEWAL SIGNATURE REQUEST

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Penick

Date: May 29, 2025

To: David Gibbs, Chairman, BOC

From: Andrew Youngblood, Purchasing Supervisor

Your signature is requested to execute the attached Contract renewals:

Bid/Contract Number: 44-004-2

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

Department(s) Requesting Contract: Finance

Award Recipient Name: Allied Paving Contractors, Inc; Multiplex LLC; Simpson Trucking & Grading, Inc.; Strickland & Sons Pipeline, Inc.

Contract Description:

☒ Annual Contract ☐ New ☒ Renewal

FY 2025 Projected Spend: $6,835,200.68

☐ Price Increase Requested Increase Percentage: N/A

☒ Project/Service Contract FY 2026 Estimated Amount:$3,000,000.00

☐ Product Contract Estimated Amount:

Comment:

This is for year two (3) of a possible five (5) year contract. The FY 2026 Estimated amount has been reviewed against the projected FY 2026 budget by Finance.

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (06/09/25)**

REPORT TO: **Voting Meeting (06/12/25)**

ITEM NO: 304/2025

SUBJECT: Approve the renewal of the annual contract for RFQ/P #45-015 Roll-Off Solid Waste Hauling Services for Public Works & Utilities to North GA Excavation Group, LLC of Lula, GA. The estimated annual cost is $787,500.00.

Meetings:

Work Session Date: 06/09/25 **Voting Meeting Date:** 06/12/25

Executive Summary:

Presenter: BN

Recommendation:
Approve

Purpose of Request:
Approve the renewal of the annual contract for RFQ/P #45-015 Roll-Off Solid Waste Hauling Services for Public Works & Utilities to North GA Excavation Group, LLC of Lula, GA. The estimated annual cost is $787,500.00.

History:
Original contract was approved by the Board on 10/10/2024. This renewal modifies the contract to begin and end with the County's Fiscal Year by mutual consent. The contractor is in good standing with the County.

Facts and Issues:
This Renewal will be year two (2) of a five (5) year contract.

Options:

Funding Requested	$ 787,500.00
Are funds within current budget?	Yes
Source of Funds	Solid Waste 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?	2025-05-27

Approvals:

Buyer	Submit	Approve	Purchasing

Buyer	Submit	Approve	Purchasing
AP	WK	WK	AP
Budget	**Finance**	**Attorney**	**Administration**
JM	EW	WLI	CR
Clerk			
JR			

Attachments:
Financial Supplement
Renewal Contract
FY 2026 Cost Sheet
Signature Request Cover Sheet

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 304/2025

Funds Requested: $ 787,500.00

Request Budgeted: Yes

Proposed Source of Funding:

Solid Waste Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	540-SOLID WASTE FUND	4520-SOLID WASTE/DISPOSAL	521000-PROFESSIONAL SERVICES	$787,500.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: BK

Phone: 770-329-0863

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Penick

May 12, 2025

Dillon Clay
Managing Member
North GA Excavation Group, LLC (Contractor)
6946 County Line Rd,
Lula, GA 30554
dillon.clay@ng-eg.com

Subject: Contract #45-015 Roll-Off Solid Waste Hauling Services – Rebid – Renewal & Amendment #001

Dillon Clay
Managing Member
North GA Excavation Group, LLC (Contractor)
6946 County Line Rd,
Lula, GA 30554

Dear Dillon,

Hall County requests to renew Contract #45-015 Roll-Off Solid Waste Hauling Services – Rebid or one (1) additional year, which will be year two (2) of (5) years, and modify the original contract as regarding cost and boding requirements as noted on the renewal document.

If you are in agreement with the renewal, please sign, notarize and return the attached agreement to apenick@hallcounty.org. The County accepts digital signatures. An executed copy will be returned to you upon countersignature by Hall County. Please furnish an updated Certificate of Insurance form along with a current W-9 form. Please respond by Friday, May 16, 2025.

Thank you,

Andy Penick, Issuing Officer
Hall County, Georgia
apenick@hallcounty.org

State of Georgia
County of Hall

Contract #45-015

Contract Renewal & Amendment #001
Year Two (2) of Five (5)

Roll-Off Solid Waste Hauling Services May 12, 2025

Whereas, Contract #45-015 between Hall County, Georgia, (herein "County") located at 2875 Browns Rd., Gainesville, Georgia 30504 and North GA Excavation Group, LLC (herein "Contractor") located at 6946 County Line Rd, Lula, GA 30554, (herein "Parties") is in effect, and

Whereas, the Parties desire to renew the contract period for one (1) additional year term, and my mutual agreement, the Parties desire to Amend the contract's term of service from its original term of August 15th, 2024 through August 15th, 2025, to now read; July 1, 2025 through June 30, 2026, in order to align the term dates with the County's Fiscal Calendar, and

Whereas, Contractor thereby agrees to provide the same services as previously supplied in accordance with the original contract Scope of Work, Terms and Conditions, and

Whereas, the Contractor request a five-percent (5%) price increase for services beginning July 1, 2025, and the County finds the request fair and reasonable and is acceptable to both Parties and agree to the pricing of $15,144.23 per week, and $787,500.00 cost per year, as shown on Attachment "A", and

Whereas, the Contractor has requested that the Performance and Payment bond requirements contained in Article #123 of the original Roll-Off Solid Waste Hauling Services -Rebid Contract #45-015 be removed, the County finds that the Contractor has thus far fully satisfied its obligations under the contract, and has abided by all Terms and Conditions, and as such the County and the Contractor hereby agree to amend the contract, through this renewal, to remove the performance and payment bond requirements of Article #123 of the original Roll-Off Solid Waste Hauling Services-Rebid Contract #45-015 entered into on August 15th, 2024, henceforth, and

Therefore, with the above modifications 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,

State of Georgia
County of Hall

Contract #45-015

IN WITNESS WHEREOF, said Parties have hereunto affixed their signature and seals on the day, month, and year written below.

North GA Excavation Group, LLC

By: _____

Print Name: Dillon Clay

Title: President

Sworn to and subscribed before me this;

12 Day of May, 2025.

Notary Public: Sarah Stargel

Notary commission expires: 01/24/2028

SARAH STARGEL NOTARY PUBLIC EXPIRES GEORGIA 01/24/2028 HALL COUNTY

HALL COUNTY, GEORGIA

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
Board of Commissioners Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

State of Georgia
County of Hall

Contract #45-015

Attachment A

Cost reflects a five percent (5%) price increase for the FY 2026 term period July 1, 2025 – June 30, 2026:

FY 2025 Cost per week $14,423.08
FY 2026 Cost per week $15,144.23

FY 2025 Cost per year $750,000.00
FY 2026 Cost per year $787,500.00

FY 2026 COST WORKSHEET

Contract #45-015 Roll-Off Solid-Waste Hauling Services - Rebid - Renewal & Amendment #001

Company Name: North GA Excavation Group LLC

Bidder's Name: Dillon Clay

Date: 7/1/2025

SOLID-WASTE WEEKLY HAULING SCHEDULE

MONDAY	EQUIPMENT DESCRIPTION	HAUL FROM	HAUL TO	ACTION	COST PER HAUL
Gould Lane	40 Yard Compactor Receiver	1277 Hillside Gardens Ln, Gainesville, GA 30504	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full	$ 173.25
Wauka Mt	40 Yard Compactor Receiver	5800 Brookton Lula Rd, Gainesville, GA 30506	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full	$ 173.25
Sardis 1	35 Yard Self Contained Compactor	3166 Brackett Dr, Gainesville, GA 30506	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Self Contained Can for Full	$ 173.25
Sardis 2	35 Yard Self Contained Compactor	3166 Brackett Dr, Gainesville, GA 30506	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Self Contained Can for Full	$ 173.25
East Crescent	40 Yard Compactor Receiver	738 East Crescent Dr, Gainesville, GA 30507	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full	$ 173.25
Flowery Branch	40 Yard Compactor Receiver	4395 Falcon Parkway, Flowery Branch, GA 30542	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full	$ 173.25
Murrayville	40 Yard Compactor Receiver	5113 Thompson Bridge Rd, Murrayville, 30564	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full	$ 173.25
Balus Creek	40 Yard Compactor Receiver	3845 Old Flowery Branch Rd, Oakwood, GA 30566	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full	$ 173.25
Blackshear (Right Side)	40 Yard Compactor Receiver	2921 Atlanta Hwy, Gainesville, GA 30504	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full	$ 173.25
Gaines Ferry	40 Yard Compactor Receiver	6173 Gaines Ferry Road, Flowery Branch, GA 30542	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full	$ 173.25
Tadmore	40 Yard Compactor Receiver	3320 Holly Springs Rd, Gainesville, GA 30543	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Self Contained Can for Full	$ 173.25
Candler	40 Yard Compactor Receiver	5064 Poplar Springs Rd, Gainesville, GA 30507	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full	$ 173.25
Tadmore	35 Yard Self Contained Compactor	3320 Holly Springs Rd, Gainesville, GA 30543	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full	$ 173.25
Lula	40 Yard Compactor Receiver	6174 Lula Road, Lula, GA 30554	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full	$ 173.25

TUESDAY	EQUIPMENT DESCRIPTION	HAUL FROM	HAUL TO	ACTION	COST PER HAUL
Sardis 2	35 Yard Self Contained Compactor	3166 Brackett Dr, Gainesville, GA 30506	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Self Contained Can for Full	$ 173.25
East Crescent	40 Yard Compactor Receiver	738 East Crescent Dr, Gainesville, GA 30507	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full	$ 173.25
Blackshear (Left Side)	40 Yard Compactor Receiver	2921 Atlanta Hwy, Gainesville, GA 30504	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full	$ 173.25
Blackshear (Right Side)	40 Yard Compactor Receiver	2921 Atlanta Hwy, Gainesville, GA 30504	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full	$ 173.25
Flowery Branch	40 Yard Compactor Receiver	4395 Falcon Parkway, Flowery Branch, GA 30542	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full	$ 173.25
Gaines Ferry	40 Yard Compactor Receiver	6173 Gaines Ferry Road, Flowery Branch, GA 30542	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full	$ 173.25
Balus	40 Yard Compactor Receiver	3845 Old Flowery Branch Rd, Oakwood, GA 30566	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full	$ 173.25
Murrayville	40 Yard Compactor Receiver	5113 Thompson Bridge Rd, Murrayville, GA 30564	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full	$ 173.25
Tadmore	40 Yard Compactor Receiver	3320 Holly Springs Rd, Gainesville, GA 30543	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full	$ 173.25
Wauka Mt	40 Yard Compactor Receiver	5800 Brookton Lula Rd, Gainesville, GA 30506	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full	$ 173.25
Gould Ln	40 Yard Compactor Receiver	1277 Hillside Gardens Ln, Gainesville, GA 30504	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full	$ 173.25
Candler	40 Yard Compactor Receiver	5064 Poplar Springs Rd, Gainesville, GA 30507	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full	$ 173.25

WEDNESDAY	EQUIPMENT DESCRIPTION	HAUL FROM	HAUL TO	ACTION	COST PER HAUL
Sardis 1	35 Yard Self Contained Compactor	3166 Brackett Dr, Gainesville, GA 30506	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Self Contained Can for Full	$ 173.25
Flowery Branch	40 Yard Compactor Receiver	4395 Falcon Parkway, Flowery Branch, GA 30542	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full	$ 173.25
Gaines Ferry	40 Yard Compactor Receiver	6173 Gaines Ferry Road, Flowery Branch, GA 30542	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full	$ 173.25
Gould Ln	40 Yard Compactor Receiver	1277 Hillside Gardens Ln, Gainesville, GA 30504	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full	$ 173.25
Murrayville	40 Yard Compactor Receiver	5113 Thompson Bridge Rd, Murrayville, GA 30564	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full	$ 173.25
East Crescent	40 Yard Compactor Receiver	738 East Crescent Dr, Gainesville, GA 30507	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full	$ 173.25
Lula	40 Yard Compactor Receiver	6174 Lula Road, Lula, GA 30554	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full	$ 173.25
Balus	40 Yard Compactor Receiver	3845 Old Flowery Branch Rd, Oakwood, GA 30566	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full	$ 173.25
Blackshear (Left Side)	40 Yard Compactor Receiver	2921 Atlanta Hwy, Gainesville, GA 30504	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full	$ 173.25
Tadmore	40 Yard Compactor Receiver	3320 Holly Springs Rd, Gainesville, GA 30543	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full	$ 173.25
Candler	40 Yard Compactor Receiver	5064 Poplar Springs Rd, Gainesville, GA 30507	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full	$ 173.25
Wauka Mt	40 Yard Compactor Receiver	5800 Brookton Lula Rd, Gainesville, GA 30506	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full	$ 173.25

THURSDAY	EQUIPMENT DESCRIPTION	HAUL FROM	HAUL TO	ACTION	COST PER HAUL
Sardis 2	35 Yard Self Contained Compactor	3166 Brackett Dr, Gainesville, GA 30506	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Self Contained Can for Full	$ 173.25
Gould	40 Yard Compactor Receiver	1277 Hillside Gardens Ln, Gainesville, GA 30504	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full	$ 173.25
East Crescent	40 Yard Compactor Receiver	738 East Crescent Dr, Gainesville, GA 30507	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full	$ 173.25
Tadmore (Self Contained Compactor)	35 Yard Self Contained Compactor	3320 Holly Springs Rd, Gainesville, GA 30543	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Self Contained Can for Full	$ 173.25
Gaines Ferry	40 Yard Compactor Receiver	6173 Gaines Ferry Road, Flowery Branch, GA 30542	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full	$ 173.25
Murrayville	40 Yard Compactor Receiver	5113 Thompson Bridge Rd, Murrayville, GA 30564	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full	$ 173.25
Wauka Mt	40 Yard Compactor Receiver	5800 Brookton Lula Rd, Gainesville, GA 30506	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full	$ 173.25

Blackshear (Right Side)	40 Yard Compactor Receiver	2921 Atlanta Hwy, Gainesville, GA 30504	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full	$ 173.25
Balus	40 Yard Compactor Receiver	3845 Old Flowery Branch Rd, Oakwood, GA 30566	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full	$ 173.25
Flowery Branch	40 Yard Compactor Receiver	4395 Falcon Parkway, Flowery Branch, GA 30542	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full	$ 173.25
Candler	40 Yard Compactor Receiver	5064 Poplar Springs Rd, Gainesville, GA 30507	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full	$ 173.25
Tadmore	40 Yard Compactor Receiver	3320 Holly Springs Rd, Gainesville, GA 30543	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full	$ 173.25
FRIDAY	**EQUIPMENT DESCRIPTION**	**HAUL FROM**	**HAUL TO**	**ACTION**	**COST PER HAUL**
Sardis 1	35 Yard Self Contained Compactor	3166 Brackett Dr, Gainesville, GA 30506	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Self Contained Can for Full	$ 173.25
Gould Ln	40 Yard Compactor Receiver	1277 Hillside Gardens Ln, Gainesville, GA 30504	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full	$ 173.25
East Crescent	40 Yard Compactor Receiver	738 East Crescent Dr, Gainesville, GA 30507	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full	$ 173.25
Flowery Branch	40 Yard Compactor Receiver	4395 Falcon Parkway, Flowery Branch, GA 30542	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full	$ 173.25
Lula	40 Yard Compactor Receiver	6174 Lula Road, Lula, GA 30554	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full	$ 173.25
Murrayville	40 Yard Compactor Receiver	5113 Thompson Bridge Rd, Murrayville, GA 30564	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full	$ 173.25
Wauka Mt	40 Yard Compactor Receiver	5800 Brookton Lula Rd, Gainesville, GA 30506	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full	$ 173.25
Candler	40 Yard Compactor Receiver	5064 Poplar Springs Rd, Gainesville, GA 30507	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full	$ 173.25
Balus Creek	40 Yard Compactor Receiver	3845 Old Flowery Branch Rd, Oakwood, GA 30566	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full	$ 173.25
Blackshear (Left Side)	40 Yard Compactor Receiver	2921 Atlanta Hwy, Gainesville, GA 30504	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full	$ 173.25
Gaines Ferry	40 Yard Compactor Receiver	6173 Gaines Ferry Road, Flowery Branch, GA 30542	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full	$ 173.25
Tadmore	40 Yard Compactor Receiver	3320 Holly Springs Rd, Gainesville, GA 30543	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full	$ 173.25
SATURDAY	**EQUIPMENT DESCRIPTION**	**HAUL FROM**	**HAUL TO**	**ACTION**	**COST PER HAUL**
Sardis 2	35 Yard Self Contained Compactor	3166 Brackett Dr, Gainesville, GA 30506	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Self Contained Can for Full	$ 173.25
Sardis 1	35 Yard Self Contained Compactor	3166 Brackett Dr, Gainesville, GA 30506	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Self Contained Can for Full	$ 173.25
East Crescent	40 Yard Compactor Receiver	738 East Crescent Dr, Gainesville, GA 30507	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full	$ 173.25
Murrayville	40 Yard Compactor Receiver	5113 Thompson Bridge Rd, Murrayville, GA 30564	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full	$ 173.25
Wauka Mt	40 Yard Compactor Receiver	5800 Brookton Lula Rd, Gainesville, GA 30506	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full	$ 173.25
Gould Ln	40 Yard Compactor Receiver	1277 Hillside Gardens Ln, Gainesville, GA 30504	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full	$ 173.25
Tadmore	40 Yard Compactor Receiver	3320 Holly Springs Rd, Gainesville, GA 30543	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full	$ 173.25
Flowery Branch	40 Yard Compactor Receiver	4395 Falcon Parkway, Flowery Branch, GA 30542	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full	$ 173.25
Balus	40 Yard Compactor Receiver	3845 Old Flowery Branch Rd, Oakwood, GA 30566	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full	$ 173.25
Candler	40 Yard Compactor Receiver	5064 Poplar Springs Rd, Gainesville, GA 30507	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full	$ 173.25
Blackshear (Right Side)	40 Yard Compactor Receiver	2921 Atlanta Hwy, Gainesville, GA 30504	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full	$ 173.25
Gaines Ferry	40 Yard Compactor Receiver	6173 Gaines Ferry Road, Flowery Branch, GA 30542	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full	$ 173.25
SUNDAY	**EQUIPMENT DESCRIPTION**	**HAUL FROM**	**HAUL TO**	**ACTION**	**COST PER HAUL**
Sardis 2	35 Yard Self Contained Compactor	3166 Brackett Dr, Gainesville, GA 30506	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Self Contained Can for Full Re	$ 194.25
Sardis 1	35 Yard Self Contained Compactor	3166 Brackett Dr, Gainesville, GA 30506	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Self Contained Can for Full Re	$ 194.25
Murrayville	40 Yard Compactor Receiver	5113 Thompson Bridge Rd, Murrayville, GA 30564	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full Reco	$ 194.25
East Crescent	40 Yard Compactor Receiver	738 East Crescent Dr, Gainesville, GA 30507	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full Reco	$ 194.25
Blackshear (Right Side)	40 Yard Compactor Receiver	2921 Atlanta Hwy, Gainesville, GA 30504	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full Reco	$ 194.25
Wauka Mt	40 Yard Compactor Receiver	5800 Brookton Lula Rd, Gainesville, GA 30506	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full Reco	$ 194.25
Tadmore	40 Yard Compactor Receiver	3320 Holly Springs Rd, Gainesville, GA 30543	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full Reco	$ 194.25
Balus	40 Yard Compactor Receiver	3845 Old Flowery Branch Rd, Oakwood, GA 30566	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full Reco	$ 194.25
Flowery Branch	40 Yard Compactor Receiver	4395 Falcon Parkway, Flowery Branch, GA 30542	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full Reco	$ 194.25
Candler	40 Yard Compactor Receiver	5064 Poplar Springs Rd, Gainesville, GA 30507	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full Reco	$ 186.98
Gaines Ferry	40 Yard Compactor Receiver	6173 Gaines Ferry Road, Flowery Branch, GA 30542	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full Reco	$ 194.25
Gould Ln	40 Yard Compactor Receiver	1277 Hillside Gardens Ln, Gainesville, GA 30504	1700 Oakbrook Dr, Gainesville, GA 30507	Swap Empty Break Away Can for Full Reco	$ 194.25
50 Extra Pick up's Contingency					$ 190.00
				Grand Weekly Total	$ 15,144.23

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Penick

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

CONTRACT EXECUTION SIGNATURE REQUEST

Date: May 29, 2025

To: David Gibbs, Chairman, BOC

From: Andy Penick, Purchasing Manager

Your signature is requested to execute the attached Contract:

Bid/Contract Number: #45-015

Bid/Contract Name: Roll-Off Solid Waste Hauling Services - Rebid

Department(s) Requesting Contract: Public Works & Utilities

Award Recipient Name: North GA Excavation Group, LLC

Contract Description:

☐ Annual Contract ☐ New ☒ Renewal

FY 2025 Projected Spend: $ 608,180.00

☐ Price Increase Requested Increase Percentage: N/A

☒ Project/Service Contract FY 2026 Estimated Amount: $787,500

☐ Product Contract Estimated Amount:

Comment:

The FY 2026 Estimated Amount has been reviewed against the projected FY 2026 budget by Finance, and is reflective of a 12-month term with a 5% increase. The FY 2025 Spend is based on an October to June term. The original contract was approved by the Board on 10/10/2024. The contractor is in good standing with the County. This is year two (2) of a five (5) year contract.

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (06/09/25)**

REPORT TO: **Voting Meeting (06/12/25)**

ITEM NO: 340/2025

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 $1,229,559.00.

Meetings:

Work Session Date: 06/09/25

Voting Meeting Date: 06/12/25

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 $1,229,559.00.

History:
ClearWater Solutions, LLC is the current contract holder and is a vendor in good standing with the County.

Facts and Issues:
This is year four (4) of a five (5) year contract. 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.

This includes the cost for Repairs and Maintenance and Chemicals needed to operate the plant and the approx 25+ county maintained liftstations.

Previously FY 2025 total approval for Clearwater is $1,155,403 and this contract renewal represents a 6.45% increase. This is partially due to managing operations while the plant is undergoing expansion.

Options:

Funding Requested	$ 1,229,559.00
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?	2025-07-01

Approvals:

Buyer	Submit	Approve	Purchasing
JD	BN	BN	AP
Budget	**Finance**	**Attorney**	**Administration**
JM	EW	WLI	CR
Clerk			
JR			

Attachments:
Financial Supplement
Contract
Attachment A

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 340/2025

Funds Requested: $ 1,229,559.00

Request Budgeted: Yes

Proposed Source of Funding:

Sewer Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	505-WATER AND SEWER FUND	4430-SPOUT SPRINGS RECLAMATIONPLANT	521000-PROFESSIONAL SERVICES	$1,229,559.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions:

Phone:

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Penick

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

CONTRACT EXECUTION SIGNATURE REQUEST

Date: May 28, 2025

To: David Gibbs, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 43-004-3

Bid/Contract Name: Operations Service Contract for Hall County Sewer System

Department(s) Requesting Contract: Public Works & Utilities

Award Recipient Name: ClearWater Solutions

Contract Description:

☒ Annual Contract ☐ New ☒ Renewal

FY 2025 Projected Spend: $974,841

☐ Price Increase Requested Increase Percentage: 6.45%

☒ Project/Service Contract FY 2026 Estimated Amount: $1,229,559

☐ Product Contract Estimated Amount: $0

Comment:

Year four (4) of a five (5) year contract. Renewal FY 2026.
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. This includes the cost for Repairs and Maintenance and Chemicals needed to operate the plant and the approx. 25+ county maintained liftstations. Previously FY 2025 total approval for Clearwater is $1,155,403 and this contract renewal represents a 6.45% increase. This is partially due to managing operations while the plant is undergoing expansion.

The FY 2026 Estimated amount has been reviewed against the projected FY 2026 budget by Finance.

State of Georgia
County of Hall

Contract #43-004-3

Contract Renewal #3.

Operations Service Contract for Hall County Sewer System. March 25, 2025

Whereas, the County desires to Renew the Contract period for a one-year period through June 30, 2026, in accordance with the terms and conditions of Bid #43-004, Operations Service Contract for Hall County Sewer System Annual Contract for 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 Renewal as stated and therefore, the above numbered contract is hereby changed as follows:

1. By extending the Contract Term through June 30, 2026,
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.

ClearWater Solutions

By: _____
Print Name: J Bryce Mendenhall
Title: Chief Operating Officer

HALL COUNTY, GEORGIA

By. _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Sworn to and subscribed before me this

12 Day of May, 2025

Notary Public _____

Notary commission expires: 08/20/2028

STACY LUCY TAVERNIER
Notary Public - State of Florida
Commission # HH 585050
My Comm. Expires Aug 20, 2028

Attestment: _____
County Clerk

Approved as to Form

_____

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

State of Georgia
County of Hall

Contract #43-004-3

Attachment A

Operations Service Contract for Hall County Sewer System

March 25, 2025

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 2026 – Renewal Pricing

Operational Expense = $719,959
Rebateable Repair and Maintenance Expense = $380,000
Rebateable Chemicals Expense = 130,000

Total 2026 Annual Operations Fee = $1,229,959

The total Annual Operations Fee of $1,229,959 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 $510,000 per year billed monthly. This account will set aside $130,000 for chemicals and $380,000 for repair and maintenance expenses. These two accounts would be treated separately, 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 Sewer System Operation Services for Hall County			Clear Water Solutions, LLC		
			FY25	FY26 Requested Price Increases	
Line #	Item Description	Est. Qty.	PRICE	PRICE	% of Change
1	CHEMICALS	1	$120,000.00	$130,000.00	8.3%
2	ELECTRICAL	1	$0.00	$0.00	0.0%
3	R & M	1	$370,000.00	$380,000.00	2.7%
4	OPERATING	1	$651,003.00	$705,559.00	8.4%
5	ADDITIONAL LIFT STATIONS	1	$14,400.00	$14,400.00	0.0%
	TOTAL ESTIMATED ANNUAL FEE FOR OPERATION		$1,155,403.00	$1,229,959.00	6.5%

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (06/09/25)**

REPORT TO: **Voting Meeting (06/12/25)**

ITEM NO: 215/2025

SUBJECT: Approve the award of IFB #013-46 Front-End-Loader Hauling Services for the Resource Recovery Recycling Center to Peachtree Waste, LLC of Atlanta, GA. The estimated annual cost is $225,000.00.

Meetings:

Work Session Date: 06/09/25

Voting Meeting Date: 06/12/25

Executive Summary:

Presenter: BN

Recommendation:
Approve

Purpose of Request:
Approve the award of IFB #013-46 Front-End-Loader Hauling Services for the Resource Recovery Recycling Center to Peachtree Waste, LLC of Atlanta, GA. The estimated annual cost is $225,000.00.

History:

Facts and Issues:

The Recycling Center has ten (10) locations where citizens can dump their cardboard and paper products into any of sixty-one (61) recycling bins. This hauling service is to collect the recycling bins and haul them to the Recycling Center.

Additional Pick-ups (Tips) may be needed on heavy volume days. Additional tips cost are listed on the attached Bid Tab.

Options:

Funding Requested	$ 225,000.00
Are funds within current budget?	Yes
Source of Funds	Solid Waste 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? 2025-04-21

Approvals:

Submit	Approve	Purchasing	Budget
BN	BN	AP	JM
Finance	**Attorney**	**Administration**	**Clerk**
TS	WLI	CR	JR

Attachments:
Financial Supplement
Bid Tab Summary
Contract Signature Request
Contract

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 215/2025

Funds Requested: $ 225,000.00

Request Budgeted: Yes

Proposed Source of Funding:

Solid Waste Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	540-SOLID WASTE FUND	4550-RECYCLING	521000-PROFESSIONAL SERVICES	$225,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: BP

Phone: (O) 770-535-8284

IFB #013-46	Front-End-Loader Hauling Services for Resource Recovery Recycling Center			4/10/2025
Bidders	BFI Waste Services, LLC d/b/a Republic Services of GA	Peachtree Waste, LLC	Waste Pro of GA, Inc.	Pratt Recycling, Inc.
Location	Cumming, GA	Atlanta, GA	Athens, GA	Atlanta, GA
Annual Cost	$ 159,156.00	$ 225,000.00	$ 349,919.42	$ 524,320.00

Optional Services

Cost per Additional Tip	$ 51.80	$ 75.00	$ 55.00	$ 95.00
Cost per Additional Tip on Holidays	$ 51.80	$ 150.00	$ 85.00	$ 175.00

BIDS MAILED:	7
HALL COUNTY:	0
BIDS RECEIVED:	4
NO-BIDS:	2

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Penick

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

CONTRACT EXECUTION SIGNATURE REQUEST

Date: May 6, 2025

To: David Gibbs, Chairman, BOC

From: Andy Penick, Purchasing Manager

Your signature is requested to execute the attached Contract:

Bid/Contract Number: IFB #013-46

Bid/Contract Name: Front-End-Loader Hauling

Department(s) Requesting Contract: Public Works

Award Recipient Name: Peachtree Waste, LLC of Atlanta, GA

Contract Description:

☐ Annual Contract ☒ New ☐ Renewal

FY 2026 Projected Spend: $ N/A

☐ Price Increase Requested Increase Percentage: N/A

☒ Project/Service Contract FY 2026 Estimated Amount: $ 225,000

☐ Product Contract Estimated Amount:

Comment:

The Recycling Center has ten (10) locations where citizens can dump their cardboard and paper products into any of sixty-one (61) recycling bins. This hauling service is to collect the recycling bins and haul them to the Recycling Center.

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Penick

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
Exhibit B – Contract for Services

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT #013-46

For the provision of

Front-End-Loader Hauling Services

ARTICLE #101 – INTRODUCTION

This Contract for Front-End-Loader Hauling Services (hereinafter "Services") is made and as entered into as of July 1, 2025 (execution date) is by and between Hall County, Georgia, (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Peachtree Waste, LLC, which is principally located at 3630 Peachtree Rd. NE, Ste 1500, Atlanta, GA 30326 (hereinafter "Contractor").

WHEREAS, 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", and,

WHEREAS, nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, into a partner, employee, or agent of the County, nor shall either Party to this Contract have any authority to bind the other in any respect, and,

WHEREAS, Contractor represents that it complies with the State of Georgia requirements for corporations and has signified a willingness to provide Services to the County and the County has relied on such representation, and,

WHEREAS, the Parties mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

WHEREAS, this contract will become legally binding upon signature and execution by both Parties; and,

WHEREAS, any documents, exhibits, attachments, plans, or references are all incorporated herein by reference, and,

NOW THEREFORE, and in consideration of the mutual promises, terms, conditions, covenants, and agreements made as expressed and contained herein, or attached, 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 in the Scope of Work. Unapproved work outside the Scope of Work may not be compensated.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet, which shall be fixed and firm for the duration of the contract unless modified by mutual consent via Amendment or Renewal.

ARTICLE #103 – NOTICES

To the extent that either Party to this Contract is 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
Bobby Purdur
Assistant Solid Waste Superintendent
Hall County Recycling Center
1008 Chestnut St SE
Gainesville, GA 30504
rpurdum@hallcounty.org
Ph: (770) 535-8284

COUNTY ISSUING OFFICER
Andy Penick
Issuing Officer
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
apenick@hallcounty.org
Ph: (770) 531-4939

CONTRACTOR'S CONTACT INFORMATION

Contact Names: John Capps

Company Name: Peachtree Waste, LLC

Physical Address: 3630 Peachtree Rd. NE, Ste. 1500, Atlanta, GA 30326

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 five (5) years, with one (1) initial year followed by four (4) one-year renewal options. Renewals are not automatic nor guaranteed.

ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION

This Contract may only be modified, amended, or changed in writing and fully executed by both Parties hereto. This Contract 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable 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 third-party's negligent conduct or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract.

   Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS.*
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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such Contractors. Contractor shall not engage in any act that will interfere with the performance of work by any other Contractor(s).

ARTICLE #108 – TERMINATION PROVISIONS

The County may terminate this Contract by providing sixty (60) days written notice to the Contractor at any time. Should the County 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following sixty (60) days' written notice, the County 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 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 expressed warranties made by the Contractor.
   2. The County determines that Contractor's unsatisfactory performance substantially endangers completion 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the non-breaching Party may:
   1. Immediately terminate the Contract for default without additional written notice; and/or,
   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 of the following reasons effective immediately without advance notice:
   1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, 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, or maliciously incorrect.
   4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds (if required) 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 BONDS.

F. **Payment Limitation in Event of Termination.** In the event of termination of the Contract for any reason by County, 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. **Contractor's Termination Duties.** Upon receipt of a 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 use 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.
   5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

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 expressed written consent of the County.

ARTICLE #111 – USE OF THIRD PARTIES

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, if allowed in writing by the County. Any Contract with a third-party must also preserve the rights of the County.

ARTICLE #112 – 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 #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 AND CONDITIONS

The County shall not be bound by any terms and conditions included in any Contractor's sales-orders, 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.

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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County as quickly as possible. In the event of such replacement, Contractor shall (i) notify County of any resulting replacement,

(ii) introduce the individual serving as the replacement to County, and/or (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 from the premises temporarily or permanently when, in the County's sole opinion, the employee is not suitable. The County's decision shall be final, and Contractor will remove the 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 approval.

C. Contractor agrees to obtain prior written approval from the County for the use of sub-contractor(s) to provide the Services described in Scope of Work prior to sub-contractor(s) performance of work. Such non-disclosure of sub-contractors may result in non-payment for Services.

ARTICLE #118 – INSURANCE REQUIREMENTS

The Contractor must procure and maintain insurance policies at the Contractor's own expense and must furnish the County with a certificate of insurance (COI) providing evidence of proof of coverage at least in the amounts indicated in this subsection. The COI must list "Hall County, Georgia" as the certificate holder and as an additional insured under the commercial general, automobile, and umbrella liability policies as follows: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein throughout the duration of the Contract. The Contractor must maintain the following insurance coverage during the term of the Contract, in at least the minimum amounts set forth below, to cover all loss and liability for damages or destruction of property caused by or arising from any and all services carried on and any and all work performed by the Contractor pursuant to this Contract:

Workers Compensation Insurance: Required for all contracts.

- $500,000 Bodily Injury by Accident – Each Accident
- $500,000 Bodily Injury by Disease – Each Disease
- $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. 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 service contracts.

- $2,000,000 General Aggregate
- $2,000,000 Products & Completed Operations Aggregate
- $1,000,000 Each Occurrence
- $1,000,000 Personal & Advertising Injury
- $500,000 Damages to Premises/Fire/Legal
- $5,000 Medical Payments

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

- —$1,000,000 Combined Single Limit Or $500,000 per Person/$1,000,000 per Occurrence
- —$100,000 Property Damage
- —$1,000 for Medical Payments (no fault coverage)

Additional Provisions:
- Uninsured motorist's coverage should be equal to the per occurrence limit except for contracts with other governmental entities.
- Coverage shall be included for any owned, leased, hired, or non-owned autos.
- 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.
$1,000,000 per Occurrence

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

Crime Insurance: Required for all contracts involving any use, care, custody, or control of any cash, money, securities, and/or wire transfers.
- $1,000,000 Employee Dishonesty
- $1,000,000 Funds Transfer Fraud
- $100,000 Money & Securities
- $1,000,000 Computer Crime
- $100,000 Social Engineering or its equivalent

Cyber Insurance: Required for all software, computer hardware installation, data access, data integrations, data usage, cloud storage, SaaS, and or technology related contracts.
- $1,000,000 Each Claim/Wrongful Act
- $2,000,000 Annual Aggregate
- $1,000,000 Business Interruption
- $1,000,000 Data Recovery
- $500,000 Cyber Extortion Expenses
- $50,000 Cyber Extortion/Ransom Payments
- If written on a claim's made policy, the policy must be maintained for at least two (2) years after the completion of the work and/or contract.

Additional Provisions: Coverage shall include at a minimum:
- Information Security & Privacy Liability
- Regulatory Fines and Penalties
- Payment Card Industry (PCI) – if credit cards and/or Contractoring information is obtained or accessed
- Ransomware

Professional Liability Insurance (Errors & Omissions): Required for all professional service contracts. This shall include any consultants, medical, legal, technical, insurance agents, or other professions that require proper licenses.

- $1,000,000 Each Claim/Wrongful Act
- $2,000,000 General Aggregate
- If written on a claim's made policy, the policy must be maintained for at least two (2) years after the completion of the work and/or contract.

ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR

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

The Contractor shall not deliver any Services, equipment, devices, or components thereof until authorized in writing by the County. 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 a NTP will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from 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 NTP date to substantial 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 pursuant to ARTICLE #106 – CONTRACT AMENDMENTS AND 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 sent solely to accountspayable@hallcounty.org and only after the County inspects and accepts the Services provided. Receipt of the Services and/or materials do not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in Exhibit C – Mandatory Cost Proposal Worksheet.
2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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.
3. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted. The County does not pay for services not yet received but only in arrears except by written acceptance of pre-payment or deposit.
4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.
5. Contractor must submit Applications for Payment (Pay Apps) in accordance with the Conditions of the Contract.

6. If monthly progress payments are agreed upon, then County will make such payments upon inspection of services completed by the County's Project Manager. Additionally, the County may employ Engineers of Record.
7. Prior to Substantial Completion, progress payments in an amount equal to 95% of the value of the work completed and 95% percent of the value of materials and equipment not incorporated in the Work but delivered and suitably stored, in each case, the aggregate of payments previously made.
8. Retainage payments shall be paid by County after final acceptance of work.

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 – NOTICES* shall issue a written Notice to Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), the County reserves the right to delay or deny payment pursuant to this *ARTICLE* or terminate the Contract pursuant to *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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS (if required)

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 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 the 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 (If required)

The County will retain and withhold funds from compensation in compliance with Georgia law. The 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference 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:

1. Any amendments to the Contract, including all exhibits thereto.
2. The Contract itself, including all exhibits thereto.
3. Attachments appended to the Contract.
4. All other Contract 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

ARTICLE #130 – SALES TAX EXEMPTION STATUS

The County is exempt from State of Georgia Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur. The Bidder will not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

ARTICLE #131 – 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, 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 Contract.

ARTICLE #132 – NOT A JOINT VENTURE

The County shall not be bound by any terms and conditions included in any Contractor 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 the addition to the terms and conditions contained herein.

ARTICLE #133 – 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. The County retains the right to "red line" sections of the Contractor'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 Supplier shall transfer and deliver all goods or services described on the respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective PO and within the Scope of Work and the Supplier's bid response.
11. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written PO or a Change Order of such.
12. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
13. 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 PO, Contract, or Agreement, unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.

15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that it has in stock and hold orders for backorders.
17. The County participates in cooperative purchasing agreements, State of Georgia Statewide Contracts, and other state and local intergovernmental agreements, memoranda of understanding and other such agreements.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. 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 addresses exist on the PO.
20. The County shall have the right to inspect all goods or services at the time and place of delivery. The risk of loss of goods shall pass to the County upon completion and final acceptance of the project delivery.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
23. Contractor agrees not to assign, in full or in part, this Contract to another party without the County's expressed written consent. Any attempted assignment or delegation shall void and make ineffectual this Contract for all intents and purposes.
24. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
25. This issuance of a 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.
26. All goods and services supplied pursuant to a PO shall, unless otherwise stated, conform exactly to all 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.
27. All media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials paid for in full by the County are considered County property and shall be delivered to the County upon request.
28. If 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.
29. 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. Thus, the Supplier certifies that it and its sub-Contractors have not been debarred, suspended, or declared ineligible by any agency of the County, State of Georgia, or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
30. The Supplier certifies that it is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
31. 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. The Supplier shall charge the County the exact amount of freight, delivery, handling, and insurance charges the Supplier incurs.
32. The County does not pay late fees nor interest charges.
33. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier.

34. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

IN WITNESS WHEREOF, said Parties have hereunto affixed their signatures and seals on the day, month, and year below. Bidder must print their company's full legal company name as it appears on their W-9 form below:

Print Contractor's Full Legal Name Below:

Peachtree Waste, LLC

By: _____

Print Name: John Capps

Title: President

Sworn to and subscribed before me this

15th Day of May, 2025.

Notary Public: A. Briana Mathias

Notary commission expires: 2/4/2028

{Locus Sigilli – Seal or Stamp}

A BRIANA MATHIAS NOTARY PUBLIC GWINNETT COUNTY, GEORGIA COMMISSION EXPIRES FEBRUARY 4, 2028

HALL COUNTY, GEORGIA

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
Board of Commissioners Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (06/09/25)**

REPORT TO: **Voting Meeting (06/12/25)**

ITEM NO: 333/2025

SUBJECT: Approval and authorization for the Chairman to execute an Intergovernmental Agreement between Hall County and the City of Buford to provide sanitary sewage collection and treatment service for Hall County Tax Parcel 08154 000003 which consists of approximately 3.07 acres; authorization for Hall County to collect any and all sewer fees, subject to review and approval by the County Attorney. Commission District 1.

Meetings:

Work Session Date: 06/09/25 **Voting Meeting Date:** 06/12/25

Executive Summary:

Presenter: BN

Recommendation:
Approve

Purpose of Request:
Approval and authorization for the Chairman to execute an Intergovernmental Agreement between Hall County and the City of Buford to provide sanitary sewage collection and treatment service for Hall County Tax Parcel 08154 000003 which consists of approximately 3.07 acres; authorization for Hall County to collect any and all sewer fees, subject to review and approval by the County Attorney. Commission District 1.

History:

The adjacent parcel 08154 000016 had a similar IGA approved in February 2025.

Facts and Issues:
Currently, this parcel is located in the City of Buford Sewer district.

Options:

Funding Requested	$ 0.00
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:

Submit	Approve	Budget	Finance
BN	BN	JM	TS

Attorney	Administration	Clerk
WLI	CR	JR

Attachments:

IGA

STATE OF GEORGIA

COUNTY OF HALL

HALL COUNTY, GEORGIA AND
CITY OF BUFORD, GEORGIA
INTERGOVERNMENTAL AGREEMENT
FOR PROVISION OF SEWER SERVICE AND BILLING FOR HALL COUNTY TAX PARCEL 08-154-000003

WHEREAS, Article IX, Section III, Paragraph I of the Constitution of the State of Georgia authorizes and empowers municipalities and counties to cooperate with each other and to that end enter into agreements with each other for up to fifty (50) years for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; and

WHEREAS, Hall County, Georgia (hereinafter referred to as the "County") and the City of Buford, Georgia (hereinafter referred to as "Buford") entered into a Service Delivery Strategy Agreement along with other governmental entities as to the provision of sewage collection and treatment within the confines of Hall County, Georgia and its cities dated March 23, 2017; and

WHEREAS, said Service Delivery Strategy Agreement specifically provides for certain districts for the collection and treatment of sewage, including the Buford Service District and the Hall County Service District; and

WHEREAS, said Service Delivery Strategy also provides, as to the County and Buford, for the provision of collection and treatment of sewage using Intergovernmental Agreements between Hall County and the municipalities within Hall County; and

WHEREAS, Hall County Tax Parcel 08-154-000003 (consisting of approximately 3.07 acres) is currently located within the Buford Service District for the provision of collection and treatment of sewage under the March 23, 2017 Service Delivery Strategy Agreement, and is described more particularly in Exhibit A attached hereto; and

WHEREAS, Buford City Manager Bryan Kerlin wrote to Hall County's Director of Public Works on May 19, 2025, and stated in the letter that Buford has reviewed the property relative to sanitary sewer and has determined that it is most efficient for Hall County to provide sanitary sewer service to this property, and further stated in the letter that on May 12, 2025 the Buford City Commission authorized this change in the sewer service district allowing the County to serve the property; and

WHEREAS, pursuant to the May 19, 2025 letter referenced above, the County and Buford desire to enter into this Intergovernmental Agreement so that the County will provide for collection and treatment of sewage to Hall County Tax Parcel 08-154-000003 and for any future development on said parcel and will collect all fees relating to the collection and treatment of sewage originating on said parcel pursuant to the County's policies; and

WHEREAS, Buford and the County desire to enter into this Intergovernmental Agreement to work cooperatively for the benefit, safety, and welfare of citizens of Buford and Hall County; and

WHEREAS, the parties hereto are authorized by law to undertake or provide the activities, services, or facilities governed by this Intergovernmental Agreement;

NOW THEREFORE, the City of Buford, Georgia and Hall County, Georgia hereby mutually agree and contract with each other as follows:

I.

CITY OF BUFORD, GEORGIA RESPONSIBILITIES

Pursuant to its May 19, 2025 letter, Buford agrees to authorize the County to provide sanitary sewage collection and treatment services for Hall County Tax Parcel 08-154-000003 and for any development thereon during the term of this Intergovernmental Agreement and agrees to authorize the County to collect any and all fees properly attendant thereto, including the fees referenced herein. Buford further agrees to work cooperatively with the County to submit and/or amend any documents necessary to effectuate the terms of this Intergovernmental Agreement, including submission of any documents to the Georgia Department of Community Affairs and/or amendment to the existing Service Delivery Strategy Agreement should the same become necessary.

II.

HALL COUNTY, GEORGIA'S RESPONSIBILITIES

For and in consideration of the promises and agreements by Buford described more particularly in Paragraph I above, the County agrees to provide sanitary sewage collection and treatment services for Hall County Tax Parcel 08-154-000003 beginning on the effective date of this Intergovernmental Agreement. The County further agrees to work cooperatively with Buford to submit and/or amend any documents necessary to effectuate the terms of this Intergovernmental Agreement, including submission of any documents to the Georgia Department of Community Affairs and/or amendment to the existing Service Delivery Strategy Agreement should the same become necessary. The County further agrees to collect any and all fees properly attendant to the provision of sanitary sewage collection and treatment services under its policies applicable to, and consistent with, other sanitary sewage collection and treatment service customers within its own Sewage Collection and Treatment Service District. Said fees will include hookup and tap fees, and collection and treatment fees.

III.

TERM AND ASSIGNMENT

The term of this Agreement shall be fifty (50) years. The parties may not assign this Agreement or their responsibilities hereunder to any third party without prior written permission of the other party.

IV.

BREACH

In the event of a breach, the non-breaching party shall provide written notice of the nature and extent of the breach to the other party as prescribed herein, and shall allow thirty (30) days from the date of receipt of that notice to cure the alleged breach. If the alleged breach is not cured within the thirty (30) day notice period, then the non-breaching party may serve a subsequent written notice of termination of the Agreement, and the Agreement will automatically terminate as of the date of the receipt of the subsequent (second) notice. In the event of notice of termination, the parties shall continue to perform their duties and obligations under this Agreement during the applicable notice period(s) in the manner prescribed herein. In the event of a breach, the parties shall have all rights and remedies provided by law.

V.

NOTICE

All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail or overnight delivery, return receipt requested, addressed as follows (or any other addresses as designated by the parties by properly delivered notice):

Hall County, Georgia:
County Administrator
Hall County Government Center
2875 Browns Bridge Road
Gainesville, Georgia 30504

City of Buford, Georgia:
City Manager
2300 Buford Highway
Buford, Georgia 30518

VI.

COMPLETE AGREEMENT

This Agreement and any attached exhibits constitute the entire agreement between Buford and Hall as to the matters covered herein, and no prior written or prior contemporaneous or subsequent oral promises or representations shall be binding upon the parties.

VII.

AMENDMENTS

Except as may otherwise be provided herein, this Agreement shall not be amended or changed except by written instrument signed by both parties.

VIII.

EXECUTED IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute but one instrument.

IX.

GOVERNING LAW

This Agreement shall be governed by the laws of the State of Georgia. If any term or provision of this Agreement, or application thereof, shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, but shall be valid and enforced to the fullest extent permitted by law.

X.

BINDING ON SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the successors of the parties.

XI.

STRICT PERFORMANCE

The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement shall not constitute a waiver thereof.

XII.

IMMUNITIES

No provision of this Agreement is intended to nor shall it be construed to in any way waive any immunities, protections, or defenses to liability provided to either of the parties hereto by the laws of the State of Georgia or by federal law.

XIII.

AUTHORIZATION

The parties hereto specifically represent and certify that they have the power and authority under law to enter into this Agreement, and that the signatories below are authorized to sign this Agreement on behalf of each party hereto.

In witness whereof, the Parties hereto have set their hands and affixed their seals the day and year indicated below.

[Signatures on following page.]

HALL COUNTY, GEORGIA

By:_____
David Gibbs, Chairman
Hall County Board of
Commissioners

ATTEST:

_____(SEAL)
Jennifer Rivera, County Clerk

APPROVED AS TO FORM:

_____
William J. Linkous III, County Attorney

THE CITY OF BUFORD, GEORGIA

By:_____

Name: Phillip Beard

Title: Commission Chairman

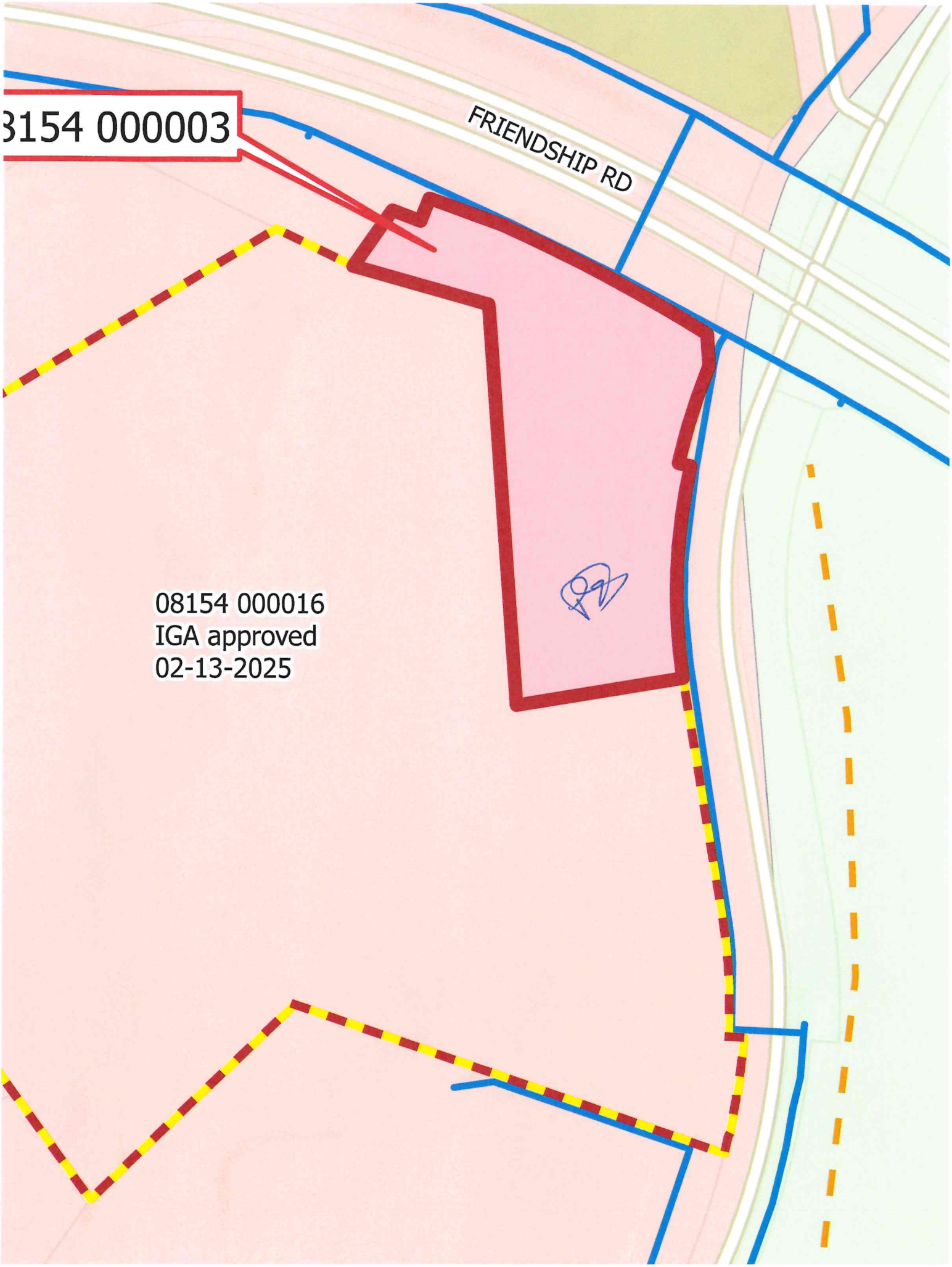
Sworn to and subscribed before me this
2nd day of June, 2025.

_____
Notary Public

My commission expires:

KIM C WOLFE
NOTARY PUBLIC
MY COMMISSION EXPIRES
APRIL 3, 2027
GWINNETT COUNTY, GEORGIA

Exhibit A


3154 000003
FRIENDSHIP RD
08154 000016
IGA approved
02-13-2025

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (06/09/25)**

REPORT TO: **Voting Meeting (06/12/25)**

ITEM NO: 329/2025

SUBJECT: Approve the acceptance of $1,553,009.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, Sewer and Sidewalks in Ponderosa Farm Phase II Subdivision. Commission District 1.

Meetings:

Work Session Date: 06/09/25 **Voting Meeting Date:** 06/12/25

Executive Summary:

Presenter: BN

Recommendation:
Approve

Purpose of Request:
Approve the acceptance of $1,553,009.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, Sewer and Sidewalks in Ponderosa Farm Phase II 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
BN	BN	JM	TS

Attorney	Administration	Clerk
WLI	CR	JR

Attachments:

Final Plat information
Guaranty Performance/Maintenance Agreement

Final Plat Information

Consider Acceptance of $1,553,009.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, Sewer, and Sidewalks in Ponderosa Farm Phase 2 Subdivision

Subject Subdivision is located off Ponderosa Farm Road

NAME OF SUBDIVISION:	Ponderosa Farm Phase 2
NAME OF OWNER/DEVELOPER:	Clayton Properties Group, Inc.
ADDRESS:	5230 Belle Wood Court Buford, GA 30518
TYPE OF MAINTENANCE BOND:	Guaranty Performance/Maintenance
DATE OF BOND:	May 1, 2025
AMOUNT OF BOND:	$1,553,009.00
FINANCIAL INSTITUTION:	Berkshire Hathaway Specialty Insurance Company
AND ADDRESS:	1314 Douglas Street, Suite 1400 Omaha, NE 68102-1944
Account No.:	47SUR300214011244

COMM. DIST.	STREET NAME	R/W IN FEET	LENGTH IN FEET	WIDTH IN FEET	TYPE OF SURFACE	STATE REF. NO.
1	Tullis	50	2817.35	20	P.M.	----
1	Old Farm Lane	50	309.43	20	P.M.	----
1	Silver Loft Lane	50	787.18	20	P.M.	----
1	Baymont Drive	50	1757.39	20	P.M.	----

NOTES:

NUMBER OF LOTS:	140
CURB & GUTTER:	24” Rolled Back
TOTAL ACRES OF S/D:	84.981 AC

STATE OF GEORGIA,
COUNTY OF HALL

Bond No. 47SUR300214011244

GUARANTY PERFORMANCE/MAINTENANCE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that we, Clayton Properties Group, Inc. (owner/principal, hereinafter referred to as "Principal"), and Berkshire Hathaway Specialty 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 One Million Five Hundred Fifty Three Thousand Nine and 00/100 Dollars ($1,553,009.00) * (hereinafter referred to as "bonded amount") for payment of which we bind ourselves, our heirs, executors, administrators and assigns.

WHEREAS, Clayton Properties Group, Inc. (principal) is owner of the Subdivision known as Ponderosa Farm Unit 2 Subdivision, which subdivision is shown on a plat prepared by Thomas & Hutton , Georgia Registered Surveyor Number 3121, and

WHEREAS, Clayton Properties Group, Inc.(principal) wishes to induce the Board of Commissioners of Hall County, Georgia to approve the street system shown on the Final Plat of Ponderosa Farm Unit 2 Subdivision for recording purposes, and

WHEREAS, Clayton Properties Group, Inc. (principal) wishes to induce the Board of Commissioners of Hall County, Georgia to accept the streets shown on the Final Plat of Ponderosa Farm Unit 2 Subdivision for public maintenance (not applicable to private developments); Clayton Properties Group, Inc. (principal) and Berkshire Hathaway Specialty Insurance Company (surety) agree in consideration of the foregoing,

NOW, THEREFORE BE IT RESOLVED, Clayton Properties Group, Inc. (principal) agrees that all construction of the street system of Ponderosa Farm Unit 2 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.

Clayton Properties Group, Inc. (principal), and Berkshire Hathaway Specialty 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 (I) 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, sewer or traffic signs in Ponderosa Farm Unit 2 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, Berkshire Hathaway Specialty Insurance Company (surety) shall pay the bond amount to Hall County.

Terms of Guaranty:

Clayton Properties Group, Inc. (principal) and Berkshire Hathaway Specialty Insurance Company (surety) shall be bound by the provisions of this agreement until a properly authorized letter is received by Berkshire Hathaway Specialty Insurance Company (surety) from Hall County authorizing release of Clayton Properties Group, Inc.(principal) and Berkshire Hathaway Specialty insurance Company (surety) from this Guaranty Agreement.

NOTWITHSTANDING the above provisions, this Guaranty Performance/Maintenance Agreement is hereby issued on May 1, 2025 (Date) and expires on May 1, 2027 (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 1st day of May, 2025.

- CLAYTON PROPERTIES GROUP, INC.
  PRINCIPAL

  By:_____
  (Corporate Officer or other authorized representative)

Principal's Address:
5230 Belle Wood Court
Buford, GA 30518

- Berkshire Hathaway Specialty Insurance Company
SURETY

By: Jessica Hernandez
Jessica Hernandez, Attorney-in-Fact

Surety's Address:
1314 Douglas Street, Suite 1400
Omaha, NE 68102 - 1944

- 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.

Berkshire Hathaway Specialty Insurance

Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY
NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: **Jessica Hernandez, Josefina Rojo, John P. Harney, Jacquelyn M. Norstrom, Haley Anderson, Matthew Labno, Melissa Heffernan, 353 N. Clark Street of the city of Chicago, State of Illinois,** their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. **This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.**

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of August 24, 2023. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY,** which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. **The following seals of the Companies and signatures by an authorized officer of the Company may be affixed by facsimile or digital format, which shall be deemed the equivalent of and constitute the written signature of such officer of the Companies and original seals of the Companies for all purposes regarding this Power of Attorney, including satisfaction of any signature and seal requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.**

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY,

By: _____
David Fields, Executive Vice President

NATIONAL INDEMNITY COMPANY, NATIONAL LIABILITY & FIRE INSURANCE COMPANY,

By: _____
David Fields, Vice President

NOTARY
State of Massachusetts, County of Suffolk, ss:
On this 24th day of August, 2023, before me appeared David Fields, Executive Vice President of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY and Vice President of NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.
[Notary Seal]

JOHN C. SKINNER
Notary Public, Commonwealth of Massachusetts
My Commission Expires January 22, 2027

_____
Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY,** do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this May 1, 2025.

_____
Ralph Tortorella, Officer

To verify the authenticity of this Power of Attorney please contact us at: BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at Jennifer.Porter@bhspecialty.com *THIS POWER OF ATTORNEY IS VOID IF ALTERED*

To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claimsnotice@bhspecialty.com, via fax to (617) 507-8259, or via mail.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)

ARTICLE V.

CORPORATE ACTIONS

. . . .

EXECUTION OF DOCUMENTS:

. . . .

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and

(2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

NATIONAL INDEMNITY COMPANY (BY-LAWS)

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (06/09/25)**

REPORT TO: **Voting Meeting (06/12/25)**

ITEM NO: 341/2025

SUBJECT: Approve the release of $297,169.00 Guaranty Performance/Maintenance Agreement and Acceptance of Streets into Hall County Maintenance in Magnolia Station Phase II Subdivision. Commission District 3.

Meetings:

Work Session Date: 06/09/25 **Voting Meeting Date:** 06/12/25

Executive Summary:

Presenter: BN

Recommendation:
Approve.

Purpose of Request:
Approve the release of $297,169.00 Guaranty Performance/Maintenance Agreement and Acceptance of Streets into Hall County Maintenance in Magnolia Station Phase II Subdivision. Commission District 3.

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
BN	BN	JM	TS

Attorney	Administration	Clerk

Attorney	Administration	Clerk
WLI	CR	JR

Attachments:

Guaranty Performance/Maintenance Agreement
Final Plat Information

STATE OF GEORGIA,
COUNTY OF HALL

Bond No. GSA2400697

GUARANTY PERFORMANCE/MAINTENANCE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that we, Lula Capital LLC (owner/principal, hereinafter referred to as "Principal"), and The Gray Casualty & Surety 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 Two Hundred Ninety-Seven Thousand One Hundred Sixty-Nine and 00/100 Dollars ($ 297,169.00)* (hereinafter referred to as "bonded amount") for payment of which we bind ourselves, our heirs, executors, administrators and assigns.

WHEREAS, Lula Capital LLC (principal) is owner of the Subdivision known as Magnolia Station Phase 2 Subdivision, which subdivision is shown on a plat prepared by Joseph R. Wells, Georgia Registered Surveyor Number 3120, and

WHEREAS, Lula Capital LLC (principal) wishes to induce the Board of Commissioners of Hall County, Georgia to approve the street system shown on the Final Plat of Magnolia Station Phase 2 Subdivision for recording purposes, and

WHEREAS, Lula Capital LLC (principal) wishes to induce the Board of Commissioners of Hall County, Georgia to accept the streets shown on the Final Plat of Magnolia Station Phase 2 Subdivision for public maintenance (not applicable to private developments);

Lula Capital LLC (principal) and The Gray Casualty & Surety Company (surety) agree in consideration of the foregoing,

NOW, THEREFORE BE IT RESOLVED, Lula Capital LLC (principal) agrees that all construction of the street system of Magnolia Station Phase 2

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.

Lula Capital LLC (principal), and

The Gray Casualty & Surety 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 Magnolia Station Phase 2 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 Gray Casualty & Surety Company (surety) shall pay the bond amount to Hall County.

Terms of Guaranty:

Lula Capital LLC (principal) and

The Gray Casualty & Surety Company (surety) shall be bound by the provisions of this agreement until a properly authorized letter is received by

The Gray Casualty & Surety Company (surety) from Hall County authorizing release of

Lula Capital LLC (principal) and

The Gray Casualty & Surety Company (surety) from this Guaranty Agreement.

NOTWITHSTANDING the above provisions, this Guaranty Performance/Maintenance Agreement is hereby issued on 06/26/2023 (Date) and expires on 06/26/2025 (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 26th day of June, 2023.

- Lula Capital LLC
  PRINCIPAL
  By: [signature] COO/CFO
  (Corporate Officer or other authorized representative)

  Principal's Address:
  4705 Hamilton Mill Road, Suite 300
  Buford, GA 30518

- The Gray Casualty & Surety Company
  SURETY
  By: Julia C. McElligott
  (Authorized Representative) Julia C. McElligott, Attorney-in-Fact

  Surety's Address:
  P.O. Box 6202
  Metairie, LA 70009 - 6202

- 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.

McGriff Insurance Services
06/27/2022 11:32 556512064425

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: GSA2400697 **Principal:** Lula Capital LLC

Project:
Magnolia Station Phase 2

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Heather Segrist, Julia C. McElligott, Bobbi D. Pendleton, Kenneth J. Peeples, Christopher A. Lydick, Phoebe C. Honeycutt, Jason Lee Sayers, Adam Pfanmiller, James Holden Keen, Ronda W. Bush, Camille Moye Edwards, Samantha Argenio, Margo G. Roberts, David Liggett, Joseph Zoller, Michael McCreadie, and Megan S. Bartman of Durham, North Carolina jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of $15,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 28th day of October, 2021.

THE GRAY INSURANCE COMPANY SEAL

By:

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 28th day of October, 2021, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 26th day of June , 2023 .

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company , do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 26th day of June , 2023 .

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

Final Plat Information

Consider Release of $297,169.00 Guaranty Performance/Maintenance Agreement and Acceptance of Streets into Hall County Maintenance in Magnolia Station Phase II Subdivision. All sidewalks are in and roads are complete.

Subject Subdivision is located off Lula Road (Highway 52)

NAME OF SUBDIVISION:	Magnolia Station Phase II
NAME OF OWNER/DEVELOPER:	Lula Capital, LLC.
ADDRESS:	4705 Hamilton Mill Road, Suite 300 Buford, GA 30518
TYPE OF MAINTENANCE BOND:	Guaranty Performance
DATE OF BOND:	June 26, 2023
AMOUNT OF BOND:	$297,169.00
FINANCIAL INSTITUTION: AND ADDRESS:	The Gray Casualty & Surety P.O. BOX 6202 Metairie, LA 70009-6202
Account No.:	GSA2400697

COMM. DIST.	STREET NAME	R/W IN FEET	LENGTH IN FEET	WIDTH IN FEET	TYPE OF SURFACE	STATE REF. NO.
3	Magnolia Station Drive	50	719	20	P.M.	----
3	River Station	50	1911	20	P.M.	----

NOTES:

NUMBER OF LOTS:	56
CURB & GUTTER:	24" Rolled Back
TOTAL ACRES OF S/D:	49.96 AC

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (06/09/25)**

REPORT TO: **Voting Meeting (06/12/25)**

ITEM NO: 354/2025

SUBJECT: Approval and authorization for the Chairman to execute a resolution to approve and adopt both the Hall County Safe Streets for All Safety Action Plan and a goal of working towards zero traffic related deaths and serious injuries by 2050, and authorize the Chairman to execute any necessary documents, subject to review and approval by the County Attorney.

Meetings:

Work Session Date: 06/09/25

Voting Meeting Date: 06/12/25

Executive Summary:

Presenter: BN

Recommendation:
Approval

Purpose of Request:
Approval and authorization for the Chairman to execute a resolution to approve and adopt both the Hall County Safe Streets for All Safety Action Plan and a goal of working towards zero traffic related deaths and serious injuries by 2050, and authorize the Chairman to execute any necessary documents, subject to review and approval by the County Attorney.

History:

In 2023, Hall County was awarded SS4A funding through the U.S. Department of Transportation to complete the Safety Action Plan.

Facts and Issues:
The Infrastructure Investment and Jobs Act (IIJA) established the Safe Streets and Roads for All (SS4A) competitive grant program with $5 billion in appropriated funds over 5 years, 2022-2026. The SS4A program funds regional, local, and Tribal initiatives through grants to prevent roadway fatalities and serious injuries.

The SS4A program supports the U.S. Department of Transportation's National Roadway Safety Strategy and its goal of zero roadway deaths using a Safe System Approach.

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:

Grants	Submit	Approve	Grants
PS	BN	BN	PS
Budget	**Finance**	**Attorney**	**Administration**
JM	TS	WLI	CR
Clerk			
JR			

Attachments:

Resolution
Hall County SS4A Safety Action Plan

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 354/2025

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: 7705316800

STATE OF GEORGIA

COUNTY OF HALL

RESOLUTION APPROVING AND ADOPTING BOTH THE HALL COUNTY SAFE STREETS FOR ALL SAFTEY ACTION PLAN AND A GOAL OF WORKING TOWARDS ZERO TRAFFIC RELATED DEATHS AND SERIOUS INJURIES IN HALL COUNTY, GEORGIA BY 2050

WHEREAS, between 2018 and 2022, 130 people died in traffic related incidents and another 625 people experienced a serious or life-threatening injury due to a traffic collision in Hall County, Georgia; and

WHEREAS, traffic incidents resulting in death or serious injury are not inevitable, but are largely preventable, and Hall County, Georgia acknowledges that the only acceptable goal is the elimination of traffic-related deaths and serious injuries; and

WHEREAS, creating safe, user-friendly streets will encourage active transportation, improve population health, improve air quality, improve access to healthy foods, and improve the overall well-being of the public; and

WHEREAS, adoption of the 2025 Hall County Safety Action Plan (attached hereto as Exhibit A) demonstrates Hall County's commitment to the recommended strategies intended to eliminate traffic-related deaths and serious injuries; and

WHEREAS, the 2025 Hall County Safety Action Plan highlights the needs of historically disadvantaged communities and the most vulnerable users of the transportation system.

NOW THEREFORE, the Hall County Board of Commissioners does hereby adopt and approve the following:

1. Hall County, Georgia hereby establishes a goal of zero traffic-related deaths and serious injuries by the year 2050; and
2. Hall County, Georgia hereby adopts the 2025 Hall County Safety Action Plan; and
3. Hall County, Georgia dedicates itself to measuring progress towards this goal and to providing quantitative metrics to be reported with future updates to the Safety Action Plan.

SO RESOLVED this the _____th day of June, 2025.

HALL COUNTY BOARD OF COMMISSIONERS

_____
Chairman, David Gibbs

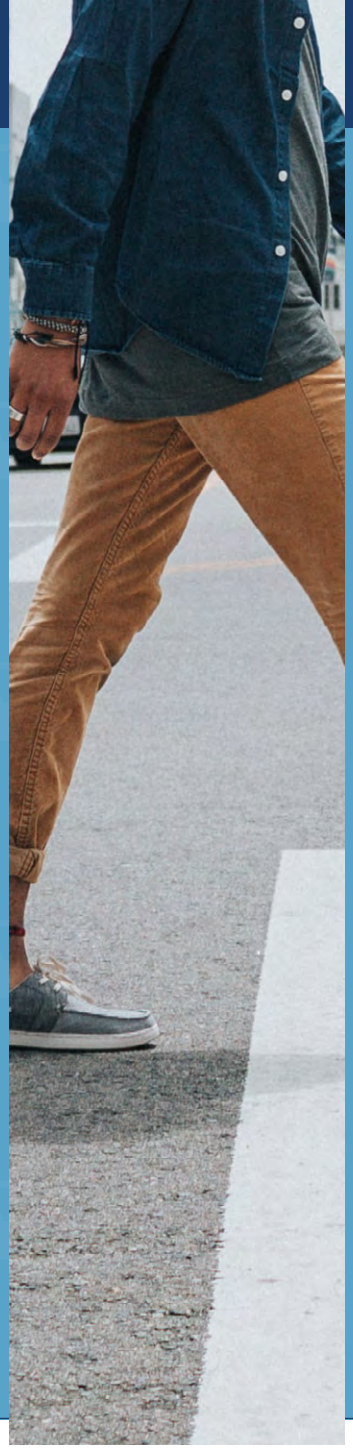
ATTEST:

_____ (SEAL)
Jennifer Rivera, County Clerk

APPROVED AS TO FORM:

_____
William J. Linkous III, County Attorney

Hall County Safety Action Plan



ADOPTED MAY 2025

HALL COUNTY, GEORGIA

Acknowledgments

Hall County in partnership with the Gainesville-Hall Metropolitan Planning Organization (GHMPO) and the Cities of Flowery Branch, Gainesville, and Oakwood, commissioned the Hall County Safety Action Plan. The project partners thank the residents of Hall County for their contributions of time and expertise through the plan's public involvement process.

HALL COUNTY
Brent Cook, County Engineer

Jorge Gomez, Assistant County Engineer, Engineering Division

Frank Miller, County Engineer, Engineering Division

Scott Puckett, Traffic Engineer, Engineering Division

GHMPO
Joseph Boyd, Director, Transportation Planning

Michael Haire, Manager, Transportation Planning

CITY OF OAKWOOD
Dan Schultz, Director, Community Development

Jason Spencer, Director, Public Works

CITY OF GAINESVILLE
Matt Tarver, Deputy Director, Engineering and Transportation

Corey Jones , Civil Engineer, Public Works

CITY OF FLOWERY BRANCH
Add Chris McCrary, Director of Planning and Community Development

Tonya Parrish, City Manager

Anna Peng, City Planner

Bill Whidden, Director, Public Works and Utilities

CITY OF CLERMONT
James Nix, Mayor

CITY OF GILLSVILLE
Wade Dale, Mayor

CITY OF BRASELTON
Jennifer Scott, Town Manager

Sandy Weinel, Director, Public Works

CITY OF BUFORD
Dan Branch, Director, Public Safety

CITY OF LULA
Dennis Bergin, City Manager

GDOT DISTRICT 1
Jonathan Peevy, Assistant District Traffic Engineer

Justin Lott, District Engineer

FHWA – GEORGIA DIVISION
Jared Lombard, Community Planner, Planning

HALL AREA TRANSIT
Phillippa Lewis Moss, Director, Community Services

HALL COUNTY SCHOOLS
Clay Hobbs, Director, Transportation

Matt Cox, Executive Director, Facilities and Construction

GAINESVILLE CITY SCHOOLS
Jeremy Williams, Superintendent

Joy Griffin, Director, Marketing, Communications and Public Relations

CITY POLICE DEPARTMENTS
Chris Hulsey, Chief of Police, Flowery Branch

Tim Hatch, Chief of Police, Oakwood

Jay Parrish, Chief of Police, Gainesville

HALL COUNTY SHERIFF'S OFFICE
Gerald Couch , Sheriff

HALL COUNTY FIRE DEPARTMENT
Jerry Smith, Fire Chief

Brenda Brady, Administrative Secretary

HISPANIC ALLIANCE
Vanesa Sarazua, Founder and CEO

GREATER HALL CHAMBER OF COMMERCE
Anna Hester, Executive Director, Vision 2030

HALL COUNTY GEORGIA

GHMPO

EST 1874 FLOWERY BRANCH Always Blooming!

GAINESVILLE

CITY OF OAKWOOD

alta

Gresham Smith

Table of Contents

01

Safe Streets and Roads for All 4

Why Do We Need Safer Streets? 5

02

Safety Analysis 10

Where Are the Most Unsafe Streets? 11

Crash Profiles. 24

03

Community Engagement and Collaboration 26

What do Hall County residents think? 27

04

Plans and Policy Evaluation 32

Do local plans and policies address roadway safety?. 33

05

Plan of Action 36

What do we do next? 37

06

Implementation Plan 50

Hall County Safety Countermeasures. . . 51

Project Cutsheets 67

Top Twenty Project List 73

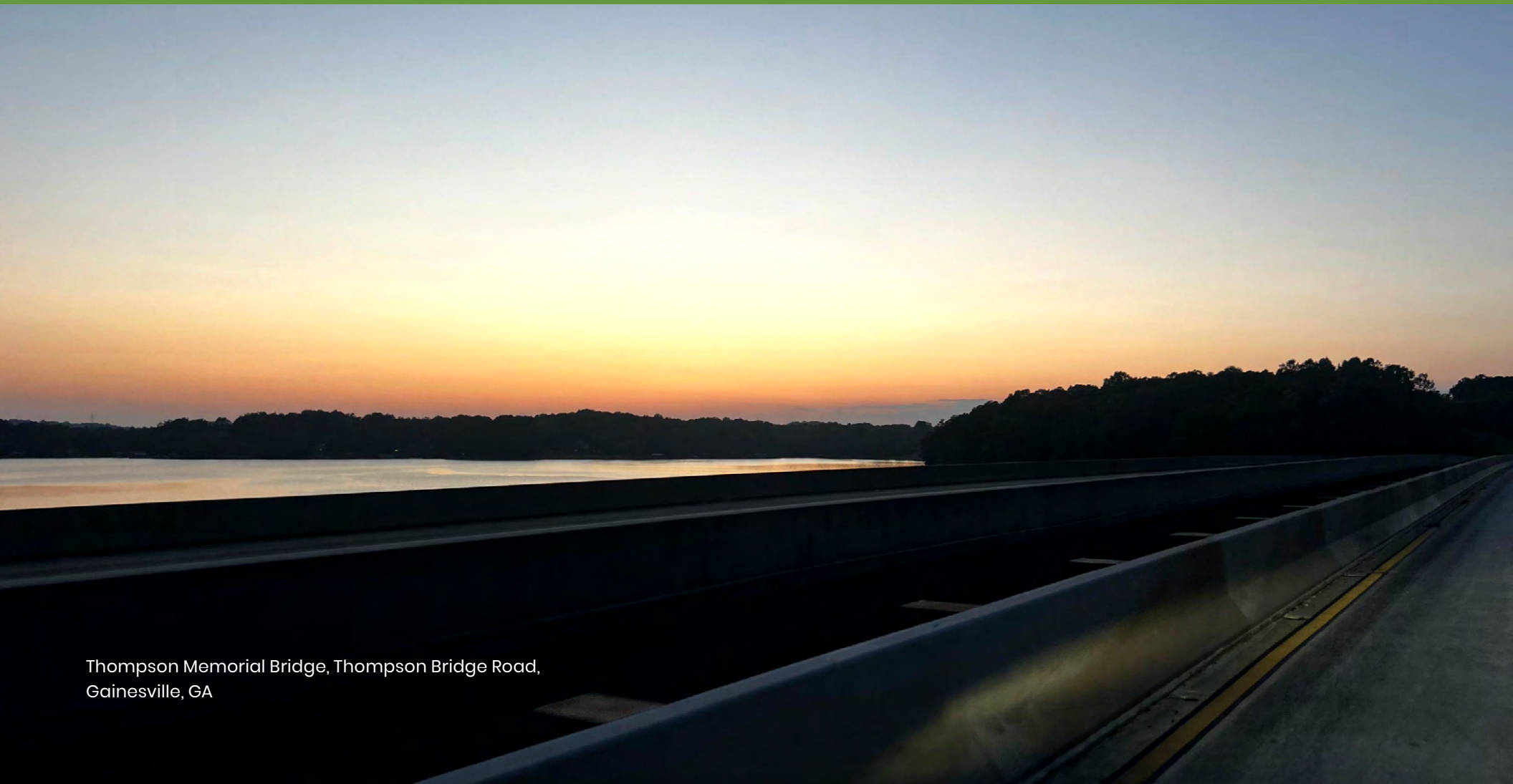
07

Annual Monitoring and Evaluation 78

Evaluation Strategies and Metrics. 79

01

Safe Streets and Roads for All



Thompson Memorial Bridge, Thompson Bridge Road, Gainesville, GA

Why Do We Need Safer Streets?

Local partners are working together to end fatalities and serious injury on Hall County's roadways.

Between 2018 and 2022, Hall County saw 33,697 crashes on roadways outside of its interstates. Of these, 123 crashes resulted in 130 deaths, and 496 crashes led to 625 serious, life-changing injuries. Although only 206 crashes involved a bicyclist or pedestrian, a quarter of those crashes resulted in a fatality or serious injury. Making transportation in Hall County safer to end fatal and serious injury crashes is a many-headed problem that is spread across the entire county.

To begin the work of addressing this problem, Hall County and the Cities of Oakwood, Flowery Branch, and Gainesville came together to apply to the Safe Streets and Roads for All (SS4A) Grant Program from the US Department of Transportation's (USDOT's) Federal Highway Administration (FHWA).

This Hall County Safety Action Plan is a result of the $240,000 SS4A award received in 2023, and was made possible through a collaborative effort between Hall County; the Cities of Oakwood, Flowery Branch, and Gainesville; and the Hall County Safety Steering Committee, led by members of the Gainesville-Hall Metropolitan Planning Organization (GHMPO). This plan will guide the County's approach to road safety, to maximize the number of lives saved.

Over the last 10 years, safety has shifted from the traditional 3Es of Education, Engineering, and Enforcement to the FHWA's Safe System Approach and Vision Zero core principles. This Safety Action Plan uses the FHWA Safe System Approach to address fatal and severe injuries on Hall County roadways.

Pedestrian walks along road without sidewalks in Hall County, GA

Motorcyclist turning onto Athens Hwy, in unincorporated Hall County, GA

Safe System Approach

The Safe System Approach acknowledges that humans make mistakes, that deaths on the roadway are unacceptable, and that transportation facilities should be designed to limit mistakes and protect people from dangerous crashes. The five elements of the Safe System Approach can be seen in Figure 1.

The Hall County Safety Action Plan and associated strategies and action items are guided by the FHWA Safe System Approach principles:

- **Safer Road Users**: Encourage safe, responsible driving and behavior by people who use our roads and create conditions that prioritize their ability to reach their destination unharmed. Safer behavior among individuals can be promoted through targeted safety education campaigns and training, as well as targeted enforcement initiatives.
- **Safer Roads**: Design roadway environments to mitigate human mistakes and account for injury tolerances, to encourage safer behaviors, and to facilitate safe travel by the most vulnerable users. The strategies involve prioritizing safety treatments along the high injury network (HIN), coordinating rural safety improvements, and enhancing safety for vulnerable road users.
- **Safer Vehicles**: Expand the availability of vehicle systems and features that help to prevent crashes and minimize the impact of crashes on both occupants and non-occupants. Under this category, the focus is on incorporating safety technology into County-owned vehicles.
- **Safer Speeds**: Promote safer speeds in all roadway environments through a combination of thoughtful, equitable, context-appropriate roadway design, appropriate speed-limit setting, and enforcement. Actions include identifying and implementing target speeds along HIN corridors and expanding the use of safety cameras in school zones during school hours.
- **Post-Crash Care**: To reduce the frequency and severity of future crashes, it is important to prioritize the use of crash data to identify and address risks proactively. The strategies involve the creation of a multidisciplinary team to identify potential engineering improvements to prevent tragedies from occurring.

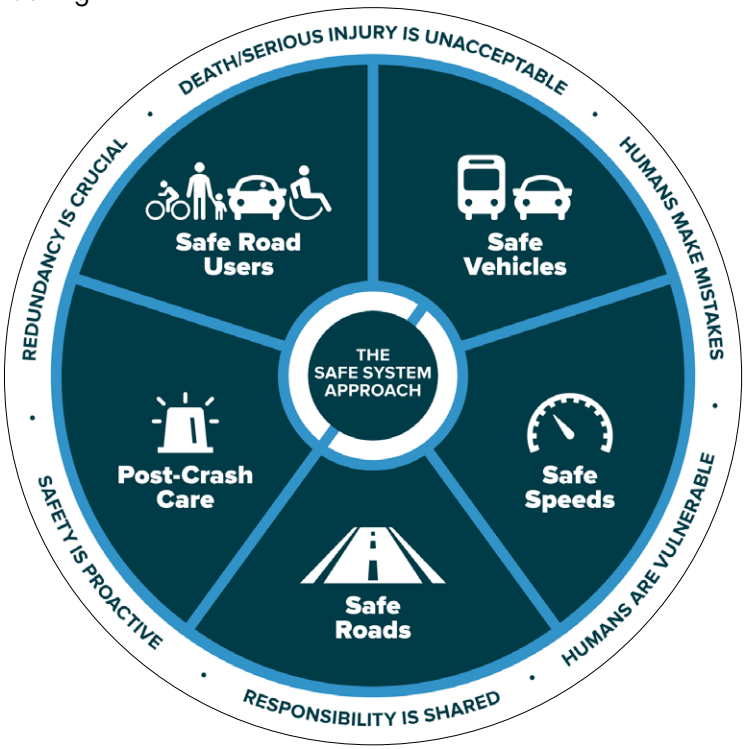


Figure 1 • The Safe System Approach. Source: FHWA

Leadership and Commitment

In 2025, GHMPO committed to eliminating deaths and serious injuries on local, county, and non-interstate state roads by 2050 by adopting a Safe System Approach. Strengthening partnerships and working together will be crucial to achieving the common objective of increasing road user safety. For years, GHMPO, Hall County, and various municipalities have worked toward improving roadway safety through specific efforts, plans and policies, data collection, and analyzing safety data.

Table 1 • Milestones Toward a Safer Transportation Network

YEAR	MILESTONE
2014	Bicycle and Pedestrian Plan Update. The plan focused on the development of shared-use trails as off-road facilities for cyclists and pedestrians.
2017	Sidewalk Inventory Report. The report identified areas for improvement and increased connectivity.
2017	Complete Streets Policy adopted to incorporate Complete Streets improvements at every stage of roadway life (planning, funding, design, construction, operations, and maintenance).
2018	Safety, Bridge and Pavement, and Transit Asset Management performance targets established. Implemented in 2018, and renewed and updated periodically.
2020	Regional Transportation Plan. The plan determined safety objectives to reduce crashes on the region's transportation system.
2025	2025 Bicycle and Pedestrian Plan Update to be adopted in May of 2025.
2025	Hall County finalizes Safety Action Plan.

Call to Action:

In 2025, GHMPO endorsed a Vision Zero goal to eliminate traffic deaths and serious injuries by 2050 on the region's street network.

Through the development of this Safety Action Plan, we identified a roadmap to implementation of strategies, policies, actions, and projects to address safety issues impacting our community. This plan will assist in coordinating resources among agencies, organizations, and individuals of our community.

Steering Committee

The Safety Action Plan was supported by the Hall County Safety Steering Committee. The committee was made up of representatives from across the county (see Table 1), including GHMPO, municipalities, and different County departments, to ensure that the plan was realistic and that responsibility for implementation would be shared among the different agencies. The steering committee met three times during the plan's development process, to gain an understanding of the county's crash profiles, provide expert local input on findings, and collaborate with the project team to develop relevant, practical strategies.

Members of the steering committee shared responsibilities, such as reviewing planning components, participating in interviews, attending and participating in stakeholder meetings, providing expert input and connections to other important stakeholders as needed, and collaborating with Hall County staff and the consultant project team in the development of the Hall County Safety Action Plan.

AFFILIATION	NAME
Hall County	Brent Cook, County Engineer Jorge Gomez, Assistant County Engineer, Engineering Division Frank Miller, County Engineer, Engineering Division Scott Puckett, Traffic Engineer, Engineering Division
GHMPO	Joseph Boyd, Director, Transportation Planning Michael Haire, Manager, Transportation Planning
City of Oakwood	Dan Schultz, Director, Community Development Jason Spencer, Director, Public Works
City of Gainesville	Matt Tarver, Deputy Director, Engineering and Transportation Corey Jones , Civil Engineer, Public Works
City of Flowery Branch	Chris McCrary, Director of Planning and Community Development Tonya Parrish, City Manager Anna Peng, City Planner Bill Whidden, Director, Public Works and Utilities
City of Clermont	contact@clermontga.com
City of Gillsville	Wade Dale, Mayor
City of Braselton	Jennifer Scott, Town Manager Sandy Weinel, Director, Public Works
City of Buford	Dan Branch, Director, Public Safety
City of Lula	Dennis Bergin, City Manager

AFFILIATION	NAME
GDOT District 1	Jonathan Peevy, Assistant District Traffic Engineer Justin Lott, District Engineer
FHWA – Georgia Division	Jared Lombard, Community Planner, Planning
Hall Area Transit	Phillippa Lewis Moss, Director, Community Services
Hall County Schools	Clay Hobbs, Director, Transportation Matt Cox, Executive Director, Facilities and Construction
Gainesville City Schools	Jeremy Williams, Superintendent Joy Griffin, Director, Marketing, Communications and Public Relations
City Police Departments	Chris Hulsey, Chief of Police, Flowery Branch Tim Hatch, Chief of Police, Oakwood Jay Parrish, Chief of Police, Gainesville
Hall County Sheriff's Office	Gerald Couch , Sheriff
Hall County Fire Department	Jerry Smith, Fire Chief Brenda Brady, Administrative Secretary
Hispanic Alliance	Vanesa Sarazua, Founder and CEO
Greater Hall Chamber of Commerce	Anna Hester, Executive Director, Vision 2030

02 Safety Analysis

White Sulphur Road,
Gainesville, GA

Where Are the Most Unsafe Streets?

Some streets are more dangerous than others. By determining which streets have the highest concentrations of crash-related injuries or deaths, Hall County can focus improvements where they will save the most lives.

What Is a High Injury Network?

Official Safety Action Plan guidance released by the Federal Highway Administration (FHWA) cites eight specific components of successful plans, including a full safety analysis. As part of that, a "geospatial identification of higher-risk locations (a high injury network or equivalent)" is needed. Simply put, a high injury network (HIN) represents the portions of the roadway network where there is a high frequency of severe crashes. Identifying HINs can help target safety improvements and guide investments. For Hall County, the HINs were developed using crash data for all roads excluding I-985.

Hall County's HINs

For the purposes of Hall County's Safety Action Plan, the project team developed four separate HINs using data from 2018 through 2022—one HIN for bicyclists and pedestrians; one for motorcyclists; and one for all modes of travel. Identifying HINs by mode of travel allows Hall County to identify issues that may present specific risks to certain groups of travelers or types of crashes. The team also developed a high injury intersection network (HIIN), focused on intersections that have the largest concentration of fatal or serious injury crashes. This HIIN can help the County address a range of safety issues specific to intersection design and configuration.

Crash Weighting and Multipliers

To focus on the most severe crashes and most vulnerable road users, numerical scores were assigned to crashes to account for severity, number of victims, and demographics. Using relevant case studies and learned experience, weights were determined that balanced emphasizing fatal and severe injury crashes, without diminishing the risks still posed by minor injury crashes. Each crash was assigned a severity score based on three factors:

Severity: fatal crashes were given a value of 25, serious injury crashes were given a value of 10, and minor injury crashes were given a value of 1.

Number of Victims: crashes involving two or more severe injuries or fatalities had their values multiplied by 1.5.

Equity: crashes that occurred within areas identified as equity emphasis areas were multiplied by 2.0 for each of three factors (for a potential final multiplier of 8.0 if all three are met).

Equity emphasis areas, see Figure 2, were identified using Justice40 metrics and census data. A total of 11 census tracts were identified as equity emphasis areas (see Chapter 2 for details).

The final aggregated and weighted severity score is calculated as follows:

(weighted severity score) x (victim multiplier) x (transportation equity multiplier) x (linguistic equity multiplier) x (income equity multiplier) = (final severity score)

The crash severity scores were then linked to road segments. Major corridors were divided as closely into 500-foot segments as possible to normalize scores for roadway length.[1] Crashes that occurred within 30 feet of each segment's centerline were spatially joined to the road segment and aggregated to the severity portion's total severity score. The final severity score was then calculated for each segment.

1 The project team undertook an intense "network smoothing" effort to eliminate short gaps and spurs in roadways that might skew final scoring efforts; this involved removing and merging of roadway segments less than 500 feet in length with other roadway segments to increase overall length.

33,697

The project team analyzed 33,697 crashes that occurred between January 1, 2018 and December 31, 2022 (excluding along I-985).

130

During that period, 130 people lost their lives in crashes along Hall County roadways.

625

Another 625 individuals suffered serious injuries from 495 separate crashes within Hall County.

Motorcycle High Injury Network

During the analysis period, 471 crashes involved motorcycles, representing 1.40% of all non-interstate crashes. However, 99 of these resulted in fatal and severe injury crashes, representing 16.02% of all fatal and severe injury crashes in Hall County. Motorcycle crashes disproportionately result in serious injuries and fatalities, compared to crashes overall—an indication that motorcycle crashes tend to be more dangerous. Having a motorcycle HIN (MHIN) will allow Hall County to tailor potential policy and design solutions specifically to reduce risks for motorcyclists (see Map 1). See page 16 for a full overview of Hall County's MHIN.

Bicycle/Pedestrian High Injury Network

More than 200 crashes involved pedestrians or bicyclists within Hall County between 2018 and 2022—making up just 0.61% of all crashes. However, bicycle and pedestrian crashes make up 8.9% (55 crashes) of all fatal and severe injury crashes. Crashes that involve these vulnerable users are significantly more likely to result in serious or fatal injuries. In total, eight crashes involved cyclists, and 47 crashes involved pedestrians between 2018 and 2022. A bicycle/pedestrian HIN (BPHIN) can help Hall County target bicycle- and pedestrian-appropriate safety improvements where they are most needed. See page 18 for a full overview of Hall County's BPHIN.

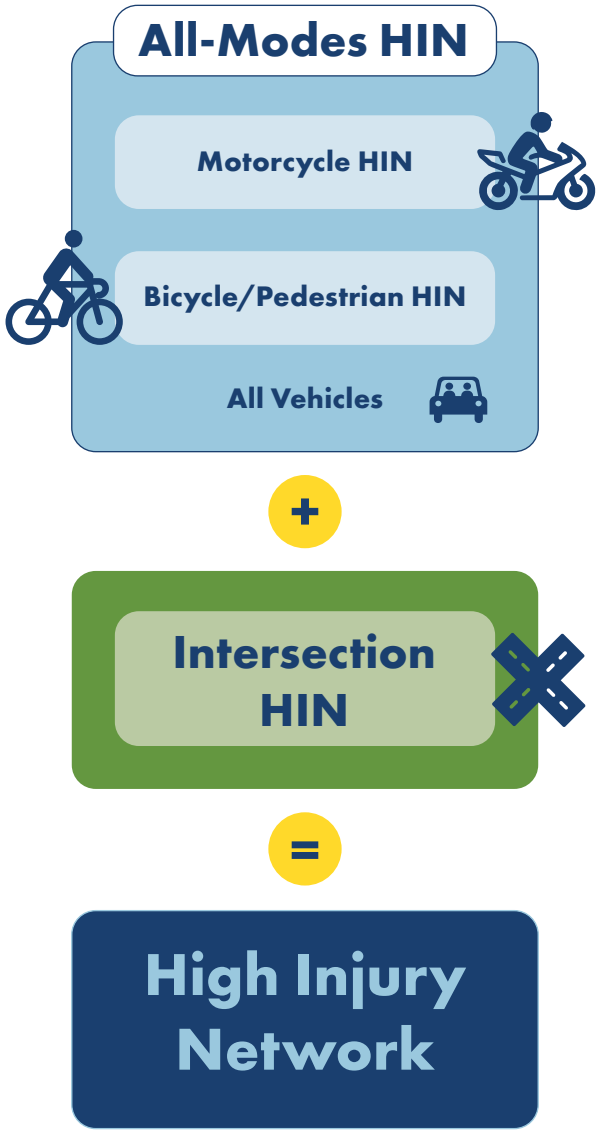
All-Modes High Injury Network

In addition to the mode-specific HINs, the team also analyzed all crashes, regardless of vehicle type or mode of travel. An all-modes HIN (AMHIN) helps pinpoint where fatal and severe injury crashes are more likely to occur, regardless of who is driving, or what vehicle is involved. Of the 33,697 total crashes that occurred within Hall County during the study period, 618 crashes (2.18%) resulted in serious or fatal injuries, seriously injuring or killing 755 individuals. See page 20 for a discussion of the AMHIN.

High Injury Intersection Network

Intersections are frequently the site of a range of serious injury and fatal crashes, due in part to the number of potential conflict points between vehicles, pedestrians, and bicyclists. Hall County's HIIN was developed in a similar manner to the HINs for roadway corridors. Using the same crash severity scores, the HIIN comprises all crashes within 300 feet of intersections that involve at least one collector roadway (or road with equal or higher functional classification). See page 22 for further discussion of the HIIN.

For additional information on the High Injury Network Methodology, see Appendix A.



Equity Emphasis Areas

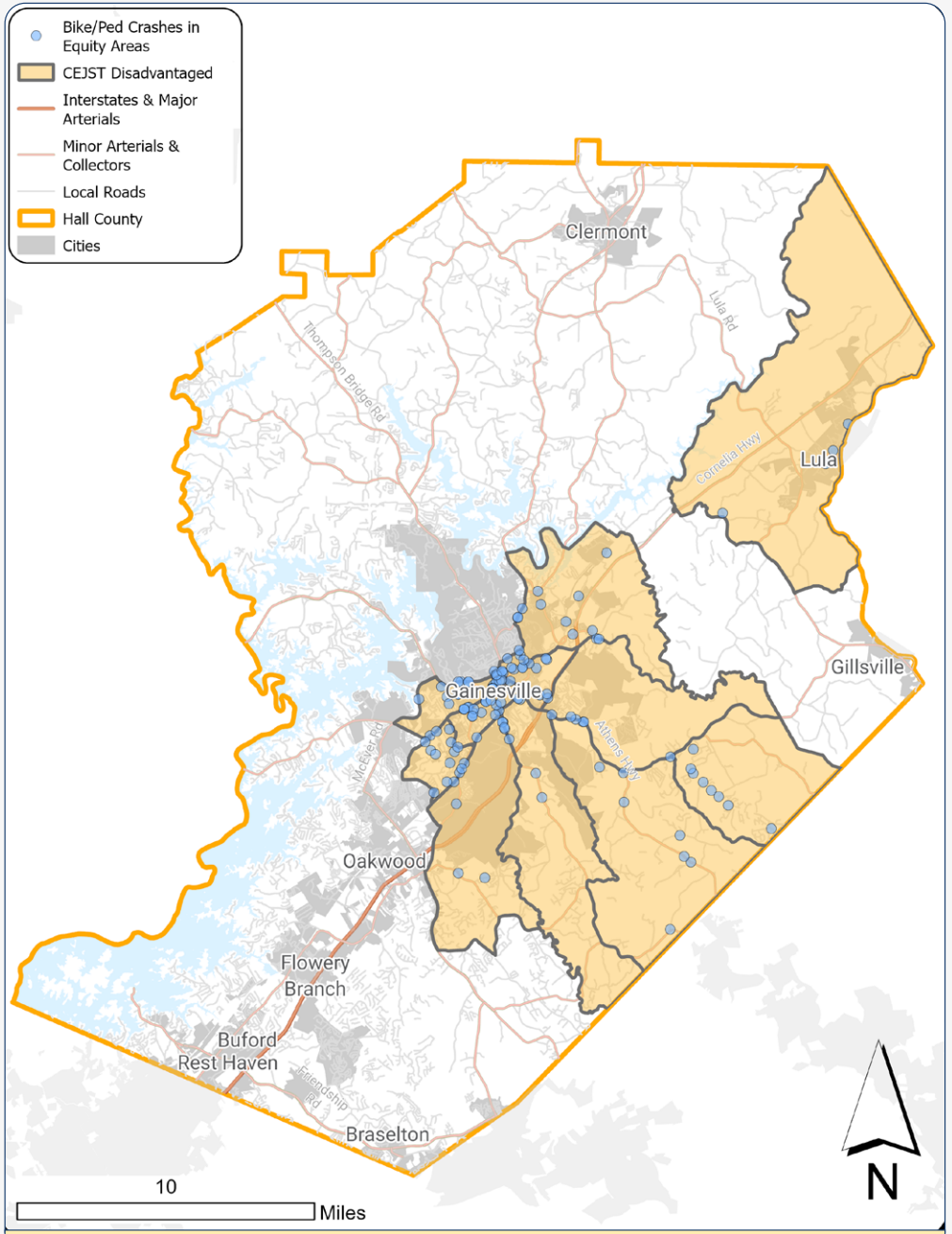
Equity considerations are required for any plan funded through the Safe Streets and Roads for All (SS4A) program. Furthermore, the US Department of Transportation (USDOT) has identified equity as a department-wide strategic goal, and to that end, provides resources and guidance to help communities identify historically disadvantaged, underserved, and overburdened populations. A variety of socioeconomic and demographic characteristics are considered as part of these analyses, including statistics related to income, race/ethnicity, educational attainment, health, housing, transportation, and others.

Using the federal government's Justice40 initiative as a guide, 11 census tracts within Hall County were determined to have significant populations of "disadvantaged" people and households, as shown in Figure 2. The areas identified as disadvantaged are roughly in the central and southeastern portions of the county, with an additional tract in the northeast around the city of Lula. Characteristics of these areas include lower-income households, lower high school graduation rates, greater barriers to transportation, higher instances of heart disease, and closer proximity to contaminated sites requiring monitoring by the US Environmental Protection Agency.

These areas represent about 45% of the land area of Hall County and are also the site of roughly 48% of all crashes in Hall County (excluding those on I-985) between 2018 and 2022. A comparison of crashes within disadvantaged areas to totals in Hall County overall reveals that pedestrian-related crashes are far more likely in disadvantaged areas: 64% of all pedestrian crashes in the county occurred in disadvantaged census tracts (107 out of 167 crashes). On the whole, serious injury and fatal crashes in disadvantaged areas are on par proportionately to the total in Hall County: 292 in equity emphasis areas compared to 618 total, or roughly 47%.

For additional information on the Equity Analysis Methodology and Results, see Appendix A.

Figure 2 • Equity Emphasis Areas



Locations of bicycle and pedestrian crashes in Census tracts identified as being historically disadvantaged using Justice40 criteria and census/demographic data are shown here. Equity emphasis areas make up 45% of all land area within Hall County.

Motorcycle High Injury Network

Because they are relatively unprotected compared to drivers or passengers of other types of vehicles (e.g., sedans and pickup trucks), motorcyclists can be considered vulnerable roadway users—similar to pedestrians and bicyclists. In addition to the lack of physical protection, factors such as speed, turning movements, and visibility may also be correlated with motorcycle crashes.

During the study period (2018 to 2022), 471 motorcycle-related crashes occurred on non-interstate roads within Hall County. A breakdown of those crashes by severity can be seen below. The MHIN includes 100% of all fatal, serious injury, and visible/minor injury motorcycle crashes. These tend to be concentrated along roads with higher speeds in the central and southern parts of the county, and in Gainesville, as shown in Map 1. Key corridors include:

- Cornelia Highway
- Nopone Road
- Holiday Road/Friendship Road

Figure 3 • Motorcycle Crashes by Severity

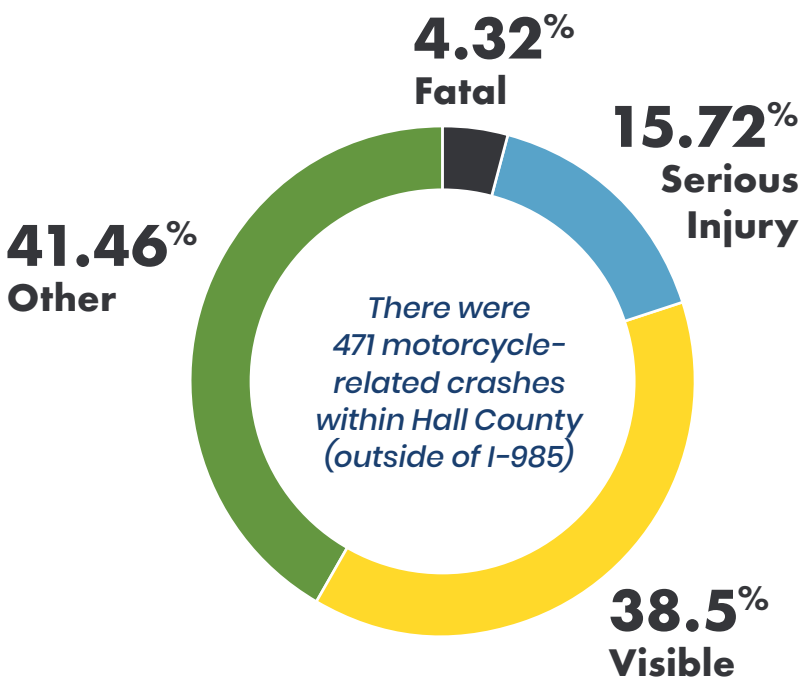
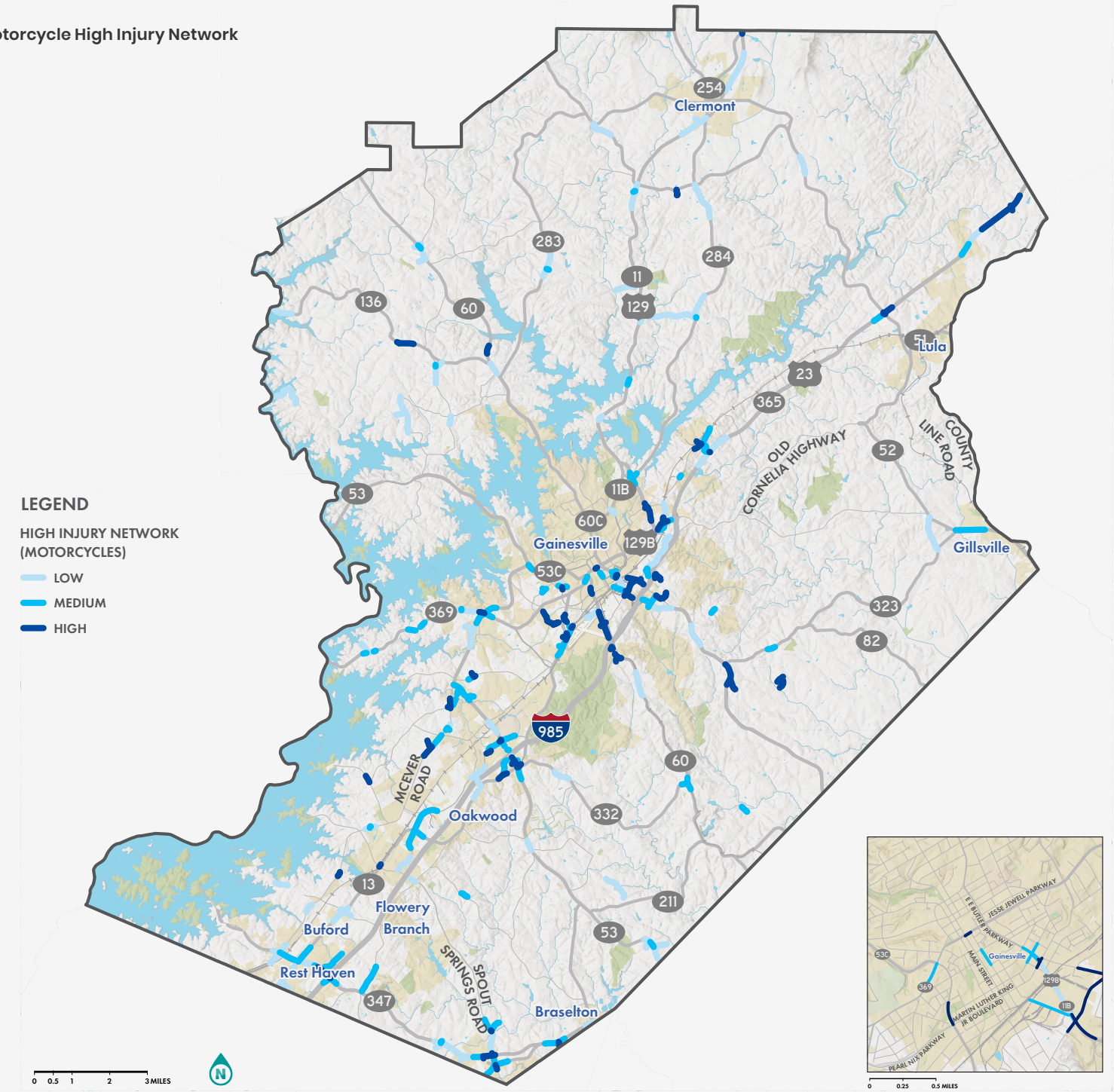


Table 2 • Motorcycle Crashes by Year & Severity

YEAR	FATAL	SERIOUS INJURY	OTHER	TOTAL
2018	5	10	71	86
2019	1	11	76	88
2020	2	23	64	89
2021	4	15	78	97
2022	9	19	83	111

Map 1 • Motorcycle High Injury Network



Bicycle/Pedestrian High Injury Network

Perhaps even more vulnerable than motorcyclists, both bicyclists and pedestrians are at higher risk of crashes and traffic violence. Like motorcyclists, they are also considered vulnerable road users. In total, 206 crashes involved either a pedestrian or a bicyclist. Of these, 54 (26%) resulted in fatal or serious injuries. The BPHIN includes 100% of all fatal injury, serious injury, and visible/minor injury bicycle/pedestrian crashes. This includes:

- 19 fatal crashes
- 35 serious injury crashes
- 59 visible injury crashes

Most crashes involving pedestrians within Hall County between 2018 and 2022 were located closer to historic city centers with diverse land uses and active commercial activity. In fact, a majority of the BPHIN within Hall County is located within incorporated areas of the county, such as Gainesville, as well as other cities (see Map 2). Key corridors within the BPHIN include:

- US 129/Athens Highway
- Holly Springs Road
- Lula Road

While the majority of pedestrian- and bicyclist-related crashes occurred near intersections, there were also a significant number of pedestrian/bicyclist crashes away from intersections on corridors that lack sidewalks. In total, during the analysis period, 21 fatal and severe injury crashes, involving pedestrians or bicyclists occurred on corridors that did not have sidewalks present, representing roughly 38% of all severe bicycle/pedestrian crashes. This includes seven fatal injury crashes (all involved pedestrians), and 14 serious injury crashes (four bicyclist crashes and 10 pedestrian crashes). Crashes fitting this profile pose a significant risk for bicyclists and pedestrians, indicating a need to systematically address the lack of sidewalk along corridors throughout the county.

21

Twenty-one serious and fatal injury crashes involving pedestrians or bicyclists occurred along rural corridors with no sidewalks present.

17

Seventeen of these crashes (81% of the 21 total along rural corridors with no sidewalks) took place along collectors and arterials.

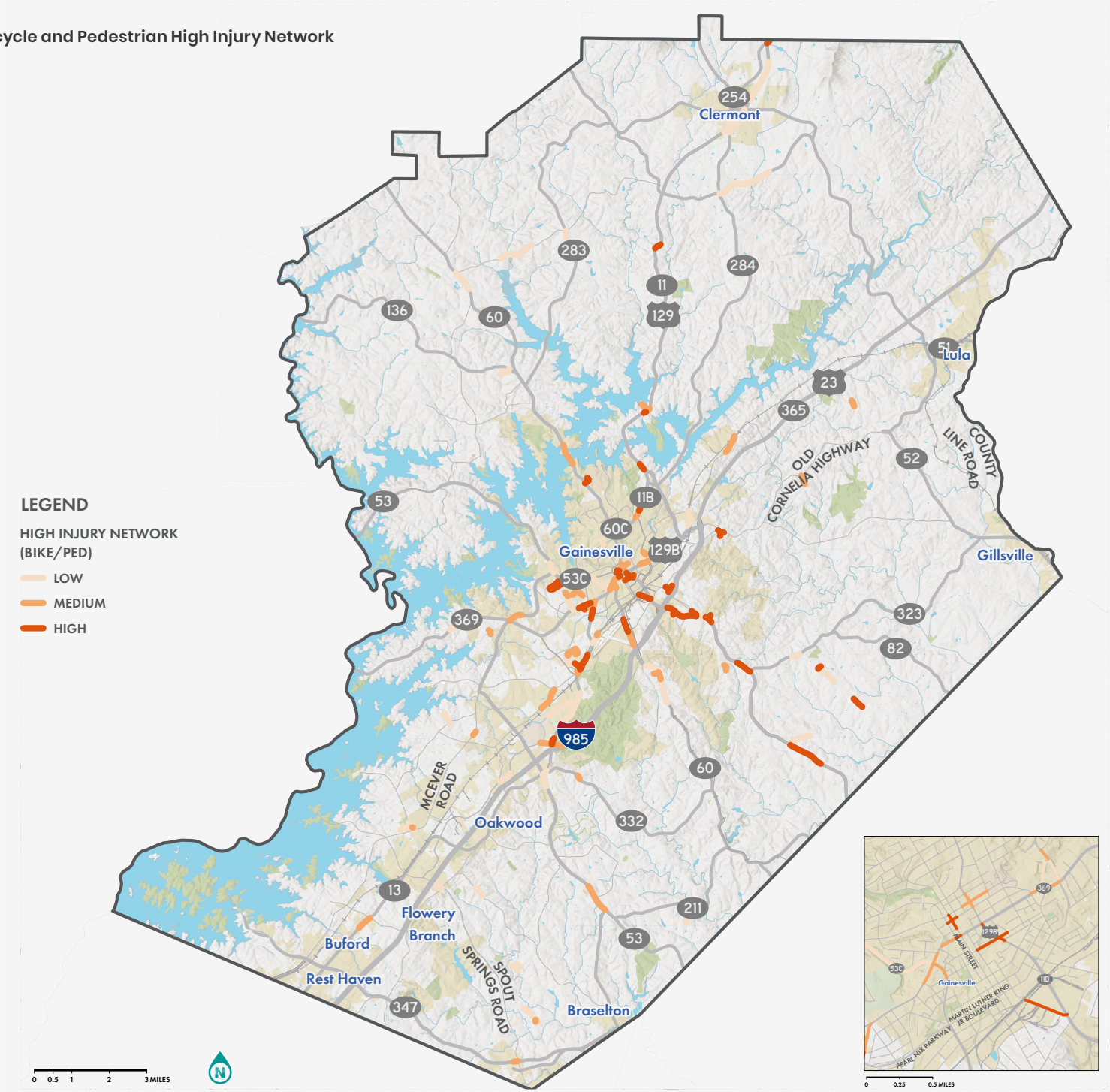
40%

Of the 21 severe and fatal injury crashes where no sidewalks were present, 40% involved crashes with a sports utility vehicle.

10%

Only 10% of all the crashes involving bicyclists or pedestrians also involved a passenger car (most severe outcomes came from larger vehicles).

Map 2 • Bicycle and Pedestrian High Injury Network



Safety Emphasis Areas

Safety emphasis areas are used to identify priorities for safety improvement, based on observed trends in disproportionate or high rates of severe crashes in select categories. In 2022, the update to Georgia's Strategic Highway Safety Plan identified 10 emphasis areas that represent "the top contributing factors of crashes, serious injuries, and fatalities in Georgia":

1. **Intersections**
2. Roadway Departures
3. **Pedestrians**
4. **Bicycles**
5. Older Driver Related (65+)
6. **Motorcycles**
7. Impairment Related
8. Young Driver Related
9. Aggressive Driving Related
10. Distracted Driving Related

Of the 10 statewide emphasis areas, **four** (shown in bold above) are reflected directly in Hall County's HINs, while others helped guide development of crash profiles.

All-Modes High Injury Network

The AMHIN includes crashes among all modes of travel. As with most communities, the roadways that carry the most traffic and have higher speeds tend to be sites of higher numbers of severe crashes. As mentioned previously, this analysis excludes crashes along I-985 to focus on roads that Hall County can more readily address.

Map 3 shows the AMHIN. As shown, when all modes of travel are considered, the roadways with the greatest likelihood of crashes that result in serious or fatal injuries tend to be the ones that carry high volumes of vehicles at higher speeds. Roads in this network are concentrated in Gainesville, in smaller population centers, and along key corridors, such as Thompson Bridge Road, US 129/ Cleveland Highway, and Cornelia Highway.

The AMHIN encompasses the vast majority of all fatal, serious injury, and visible/minor injury crashes:

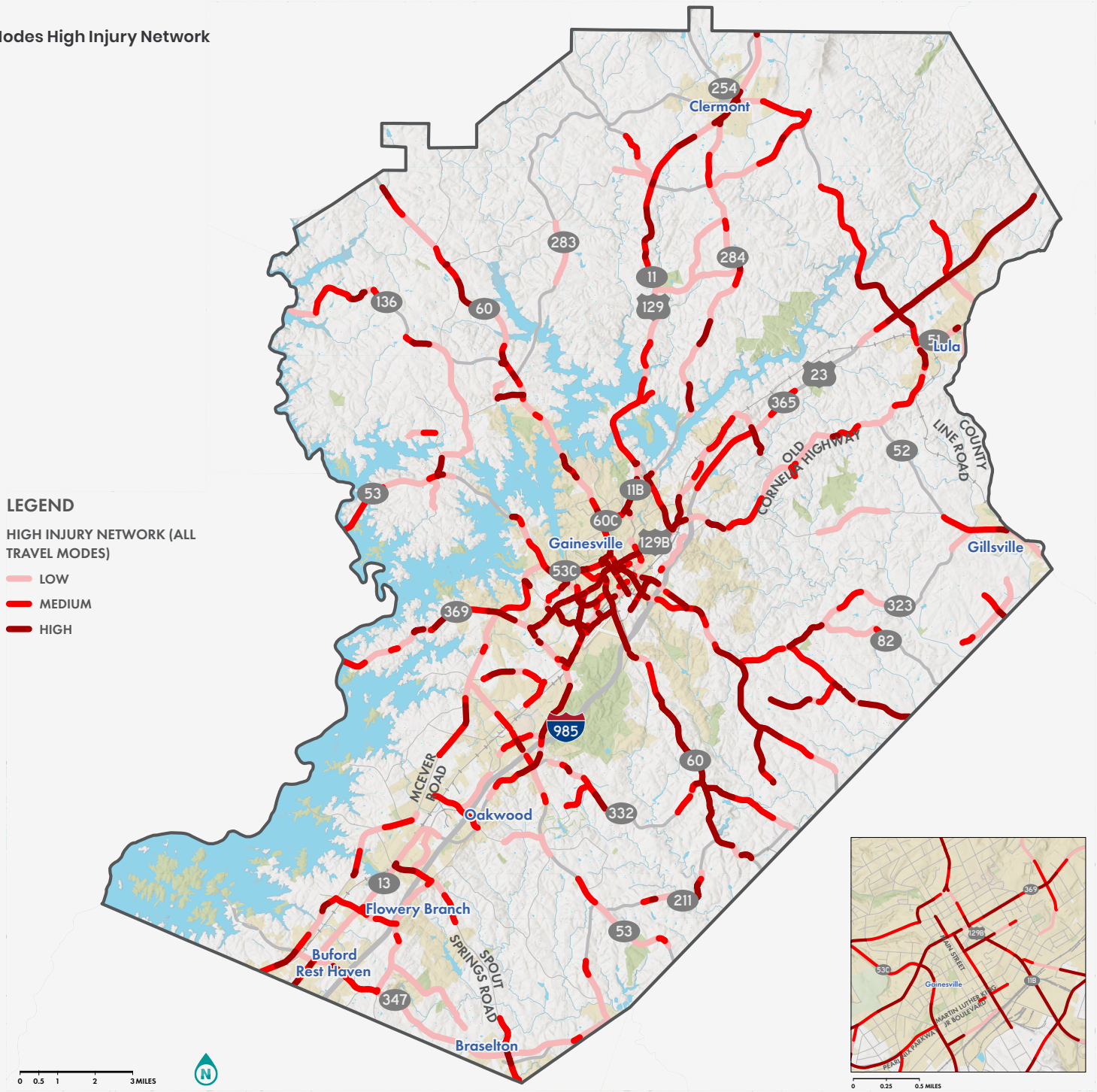
- 122 fatal crashes (99%)
- 471 serious injury crashes (95%)
- 1,999 suspected injury crashes (76%)

A number of trends emerged during the analysis, confirming that Hall County shares several of the same safety emphasis areas identified within both the Georgia Strategic Highway Safety Plan and in the Atlanta Regional Commission's Regional Safety Strategy—see the sidebar at left. In addition, several design and behavioral characteristics appear to be strongly correlated with severe crashes in Hall County. For example, the following categories stood out as significant when analyzing severe crashes:

- Lack of sidewalks
- Unlit/non-daylight corridors
- Speed-related crashes in rural areas
- Speed-related crashes on collectors and arterials
- Intersection-related crashes along high-speed corridors

A more thorough breakdown of the emphasis areas and data trends identified as part of the crash profile development process can be found on page 24.

Map 3 • All Modes High Injury Network



Most Dangerous Intersections

All intersections analyzed were scored following the collision scoring and weighting described on page 12. The following represent the top 10—those intersections that experience the most severe crashes in Hall County (not just the highest number of crashes):

1. Atlanta Hwy. at Thurmon Tanner Pkwy.
2. Athens Hwy. at Highlands Village Rd.
3. Athens Hwy. at Smallwood Rd.
4. Cornelia Hwy. at Athens St.
5. Candler Rd. at Lee Land Rd.
6. Atlanta Hwy. at Valley Green Dr.
7. Cornelia Hwy. at Lula Rd.
8. Candler Rd. at Silverwood Dr.
9. EE Butler Pkwy. at MLK Jr. Dr.
10. Candler Rd. at Construction Dr.

There are several "repeat offender" corridors on the list of the top 10 most dangerous intersections that may signal larger corridor-wide systemic safety issues as well as specific intersection concerns.

High Injury Intersection Network

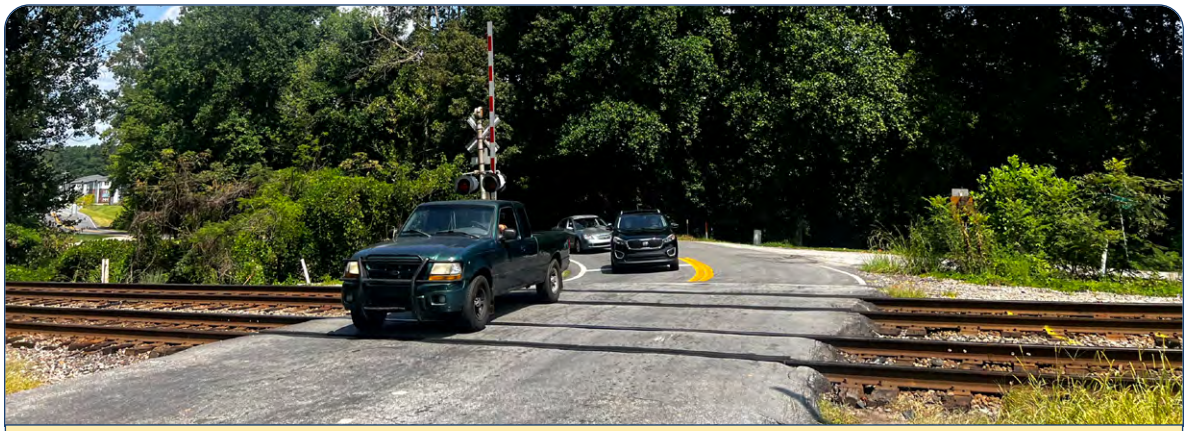
The HIIN includes 310 signalized and unsignalized intersections throughout Hall County. Crashes that occurred within 300 feet of intersections were analyzed for the purposes of creating the HIIN. Taken together, those 310 intersections were the site of roughly 50% of all fatal, serious injury, and visible/minor injury crashes between 2018 and 2022. In total, the HIIN encompasses:

- 31 (42%) of fatal injury intersection crashes (73 total)
- 175 (54%) serious injury intersection crashes (324 total)
- 829 (46%) visible injury intersection crashes (1,767 total)

As shown in Map 4 intersections prone to fatal and severe crashes tend to be located along high-traffic and higher-speed corridors or within more densely populated areas, such as Gainesville. In particular, key corridors include:

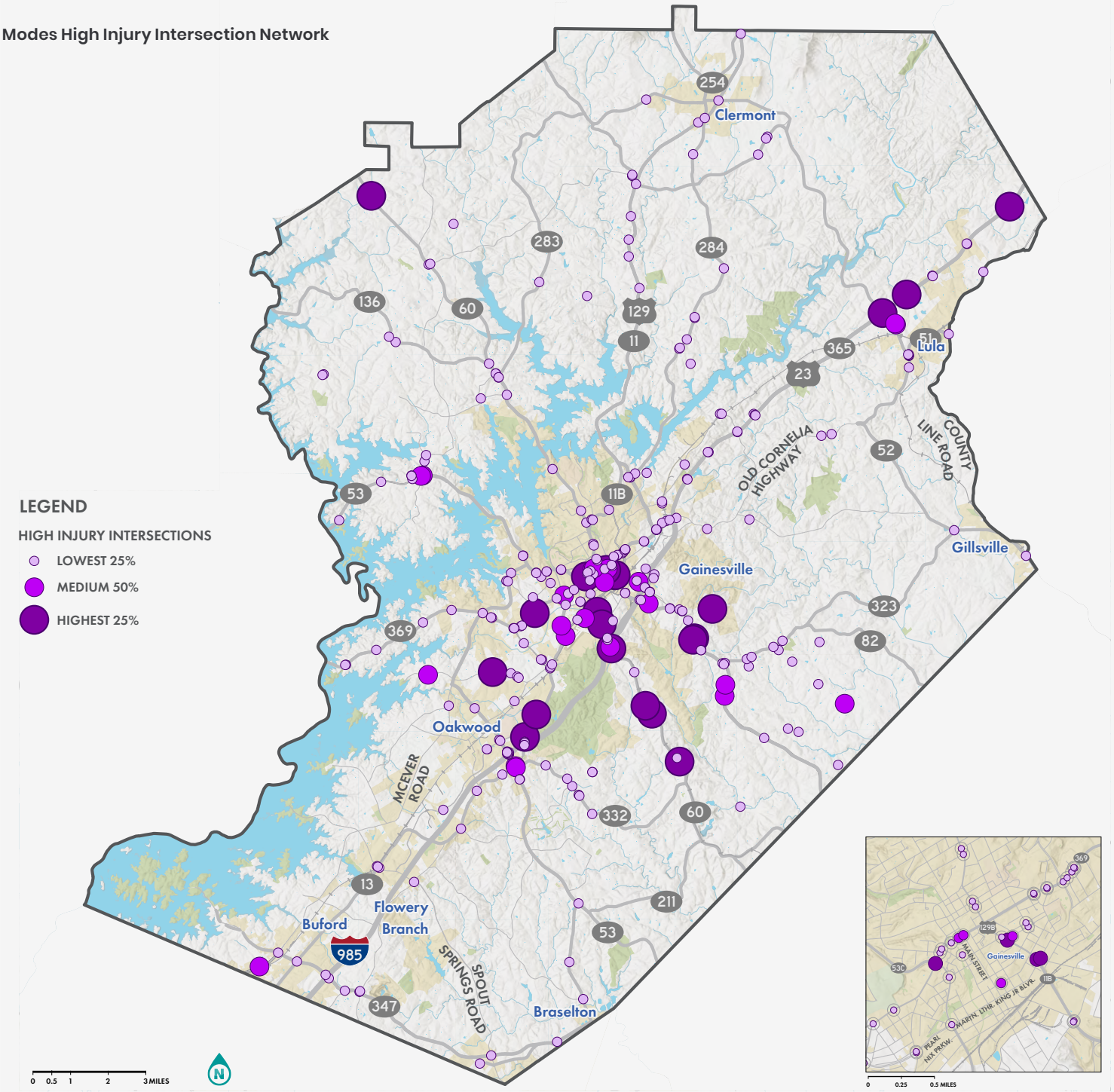
- Cornelia Highway
- Green Street
- Holiday Road/Friendship Road
- Jesse Jewell Parkway
- Queen City Parkway
- Thompson Bridge Road

As noted, the HIIN includes all modes of travel. Naturally, there is some overlap between crashes included in this network and crashes in other HINs. Among severe crashes within 300 feet of intersections, motorcycle crashes on collectors and arterials stood out. Between 2018 and 2022, there were 37 serious injury and 8 fatal motorcycle crashes near intersections.



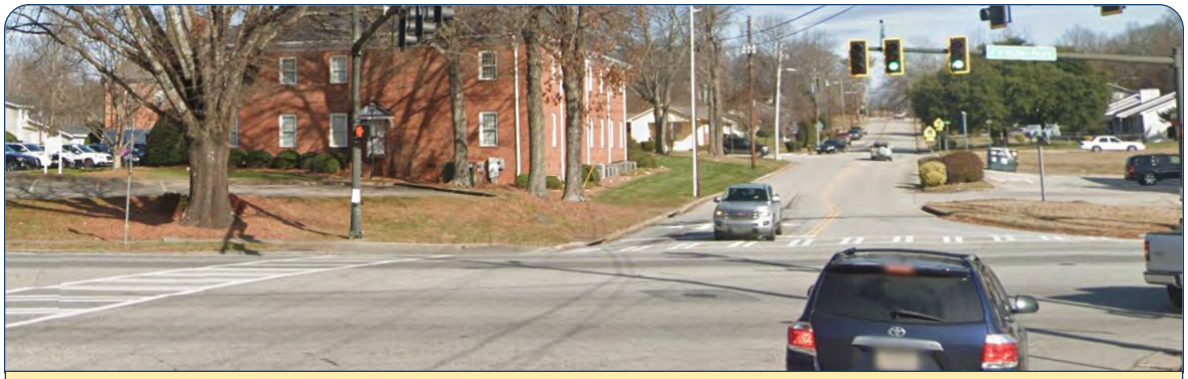
Example of High Injury Intersection Network: White Sulphur at Railroad/Crescent Drive/Pine Valley Road Intersection, Gainesville, GA

Map 4 • All Modes High Injury Intersection Network



Crash Profiles

Addressing traffic safety concerns involves various steps. Crash profiles represent a subset of crashes that are more likely to result in fatal or severe injury crashes within the county. Through the safety analysis, the identification of crash profiles was key to evaluate patterns and trends in crashes in Hall County. These crash profiles focus on crash types that can be addressed by proposed projects or policies in the future, helping determining the causes and potential safety treatments. This chapter provides information on the eight selected crash profiles for this project, and the reasons for their selection. To see the Crash Profile Methodology Memorandum and detailed Crash Profiles, see Appendix A.



The intersection of EE Butler Pkwy. and College Ave. in Gainesville was the site of a fatal pedestrian crash on August 1, 2019. The crash occurred outside daylight hours (8:49 p.m.), and shortly after it had rained (wet pavement conditions were present).

As an example, Intersection-Related Motorcycle Crashes on Collectors and Arterials is one of the crash profiles developed for this study. As the name would suggest, crashes that were included in this crash profile would necessarily have to include at least one motorcycle, be located near an intersection, and have taken place on a road classified either as a collector or an arterial. A motorcycle collision that occurred on the freeway would not be included within that crash profile.

Crash Profile #1 – Non-Intersection Pedestrian/Bicyclist Crashes on Corridors without Sidewalks: Of the 206 pedestrian- and bicyclist-related crashes between 2018 and 2022 in Hall County, 55 resulted in fatal (K) and severe (A) injury crashes (KA crashes). Of those 55 fatal and severe injury crashes involving pedestrians or bicyclists, 37 (67.27%) occurred on major or minor arterials. In addition, most of these crashes (26, or 47.27%) occurred away from intersections, crosswalks or sidewalks—meaning pedestrians and bicyclists traveling along major corridors are particularly at risk for fatal and severe outcomes should a crash occur.

Crash Profile #2 – Pedestrian Crashes at Intersections within Incorporated Cities: Between January 1, 2018, and December 31, 2022, 618 fatal and severe injury crashes occurred within Hall County. Of those 618 crashes, 231 (37.38%) occurred within incorporated areas of the county. In addition, of the 167 pedestrian-related crashes (of all severities), 94 (56.29%) occurred within incorporated areas (Braselton, Clermont, Flowery Branch, Gainesville, Lula, and Oakwood). These crashes are characterized as occurring within denser population areas with a greater mix of land uses.

Crash Profile #3 – Non-Daylight Roadway Departure Crashes in Unlit Areas: Of the 201 non-daylight crashes in unlit areas that resulted in fatal and severe injury crashes within Hall County from 2018 to 2022, 85 (42.29%) were roadway departure crashes. These crashes occurred along diverse roadway types (the crash profile breaks these down by functional class and look at posted speed limit). Helping keep vehicles on roadways in unlit areas represents a significant opportunity to address an ongoing source of KA crashes within the county.

Crash Profile #4 – Intersection-Related Motorcycle Crashes on Collectors and Arterials: Of the 471 crashes involving motorcycles within Hall County from 2018 to 2022, 378 (80.25%) occurred on roads classified as collectors or arterials (meaning only 93 occurred on local roadways, despite local roadways making up a significant majority of roadway miles within the county). Furthermore, of the 471 crashes involving motorcycles, 99 (21.02%) resulted in either fatal and severe injury crashes.

Crash Profile #5 – Speed-Related Crashes in Rural Parts of Unincorporated Hall County: Of the 387 fatal and severe injury crashes that occurred within unincorporated areas of Hall County from 2018 to 2022, 158 (40.83%) involved excessive speed, reckless driving, or a driver losing control of the vehicle—making up the largest portion of such KA crashes.

Crash Profile #6 – Intersection-Related Head-On and Angle Crashes: Of the 618 fatal and severe injury crashes that occurred within Hall County between 2018 and 2022, 297 (48.06%) were the result of angle or head-on collisions. This includes all mode types. Specifically, 219 of the 297 crashes (73.74%) occurred at intersections. Finding a way to make intersections safer will address a significant source of KA crashes within the county.

Eight fatal or severe injury crashes within Crash Profile #7 occurred along Cleveland Hwy. north of Lake Lanier/Gainesville. This portion of Cleveland Hwy. includes a rural typical section, with no streetlights present. Of the eight crashes, five did not involve another vehicle.

Crash Profile #7 – Dark and Not-Lighted Crashes on Arterials: "Dark-not lighted" crashes make up only 15.84% (5,338) of all crashes (33,697), and they make up 29.29% (181) of all KA crashes (618)—indicating a significant over-representation of these crashes among those that result in fatal and severe injuries. This trend is consistent across all modes. Furthermore, 102 (56.35%) of those 181 crashes occurred on arterials (both minor and major).

Seven fatal or severe injury crashes within Crash Profile #8 occurred along Limestone Pkwy. south of Lake Lanier/Gainesville. This portion of Limestone Pkwy. is a divided highway with a grassed median present intermittently along the corridor.

Crash Profile #8 – Signalized Intersection-Related Crashes on Non-Interstate Roads with Speeds of 45 Miles per Hour (mph) or Greater: Speed is a fundamental risk factor in traffic and is inextricably linked to crash severity. Of the 618 fatal and severe injury crashes that occurred within Hall County during the analysis period, 469 (75.89%) took place on roadways that had speed limits equal to or above 45 mph. In addition, 291 of those 469 (62.05%) were intersection related.

03

Community Engagement and Collaboration

Alta team engages with public at Public Meeting, February 2025.

What do Hall County residents think?

The Hall County Safe Streets and Roads for All (SS4A) project is an initiative led by Hall County in collaboration with the Gainesville-Hall Metropolitan Planning Organization (GHMPO) and the Cities of Oakwood, Flowery Branch, and Gainesville, to create a Safety Action Plan—a strategic roadmap to identify, address, and mitigate traffic safety issues. Central to this effort was a robust engagement strategy aimed at raising awareness of the initiative, fostering community participation, and ensuring that diverse voices influenced the planning process. This chapter outlines the engagement activities undertaken for the Hall County SS4A project, highlighting key methods, findings, and the overall impact of these efforts.

Stakeholder Mapping Workshop

In May 2024 the project team gathered for an internal workshop to conduct a rigorous stakeholder mapping process to identify and categorize key stakeholders for the project. Stakeholder mapping in engagement is a strategic process that involves identifying, analyzing, and categorizing individuals or groups who have an interest or stake in a particular project, initiative, or organization.

This mapping aims to understand the relationships, interests, and influence of various stakeholders to effectively engage and manage their involvement throughout the course of a project. By identifying stakeholders and the level of impact this project has over their lives, the engagement team was able to create a tailored engagement strategy for each identified group with a unique and appropriate approach to allow for more effective communication and relationship-building.

OUR PARTNERSHIP WITH THE HISPANIC ALLIANCE GA, LA ALIANZA

The Hispanic Alliance GA, La Alianza (Hispanic Alliance), played a crucial role in strengthening engagement with Gainesville's Latino community. The Hispanic Alliance's project contributions included participating in the stakeholder mapping workshop, generating ideas for engagement activities, attending the public meeting, and distributing digital and print surveys.

The Hispanic Alliance promoted and shared project information with about 1,500 families monthly. Families that visited the Hispanic Alliance offices for services were asked specifically what areas in the county faced the most pressing transportation safety concerns. The Hispanic Alliance staff assisted patrons filling out Spanish written surveys, significantly widening the reach of responses.

HISPANIC ALLIANCE GA
LA ALIANZA

The Hispanic Alliance also promoted the public meetings and survey through social media platforms, informing their 8,440 followers.

Additionally, they hosted project materials in their office, further increasing accessibility. Their partnership was instrumental in ensuring targeted outreach to Latino residents had a voice in the process, reinforcing our commitment to representative community engagement.

Community Engagement Strategy

PUBLIC MEETINGS

Two public meetings were held for this project to engage the community, gather feedback, and ensure that proposed safety and mobility improvements align with residents' needs.

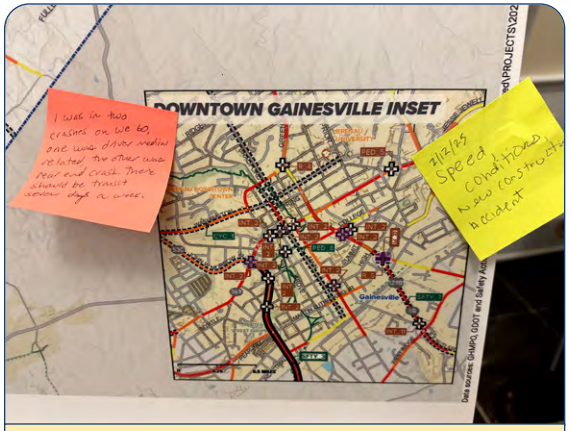
Public Meeting #1: Introducing the Project and Gathering Input

The first public meeting took place on August 22, 2024, at the Hall County Government Center in Gainesville, GA, from 5 p.m. to 7 p.m. Designed to introduce the project to the community, the meeting also aimed to gather input on traffic safety concerns, increase public participation in the survey, and foster dialogue around the region's transportation challenges. As part of a dual outreach effort, the meeting also incorporated engagement for the GHMPO's Bike and Pedestrian Plan and Metropolitan Transportation Plan. Twenty-six community members attended, providing valuable local insights.

Public Meeting #2: Presenting Recommendations and Prioritizations

The second public meeting was held on February 18, 2025 from 5p.m. to 6:30p.m. at the Roy Franklin Hoover Jr. Public Safety Center as part of a broader transportation outreach initiative for four regional projects. The focus of this meeting was to present project recommendations and prioritizations, ensuring they reflected community needs. Twenty-two community members participated in the discussion, providing feedback on proposed improvements.

Public meetings were conducted as part of the community engagement strategy.



Maps were provided at public meetings to help explain the analysis and findings.

Across both meetings, community feedback reinforced several key themes:

- **Safety Concerns:** All transportation modes (bicyclists, drivers, and pedestrians) reported feeling unsafe due to high vehicle speeds.
- **High Injury Networks (HINs):** Nearly all crashes and near-misses identified by attendees aligned with the mapped high injury corridors.
- **Crash Profiles:** Participants expressed particular concern for pedestrian and bicyclist crashes, especially in areas lacking sidewalks and safe crossings.
- **Project Recommendations:** Meeting attendees felt project recommendations adequately addressed areas of concern.

These meetings not only provided critical public input but also helped shape the project's approach to improving transportation safety and accessibility in Gainesville.

The Safety Action Plan public meetings were jointly hosted with other similar planning efforts to maximize turnout and participations.

PUBLIC SURVEY

To complement in-person engagement, the project team conducted a public survey from August 2024 through September 2024 for a total of six weeks. Designed to capture the perspectives of Hall County residents and employees, the survey played a critical role in reaching a broader audience, particularly those unable to attend public meetings. A total of 60 responses were collected, with 44% completed in Spanish. For the Public Survey Report, see Appendix B

Outreach and Promotion

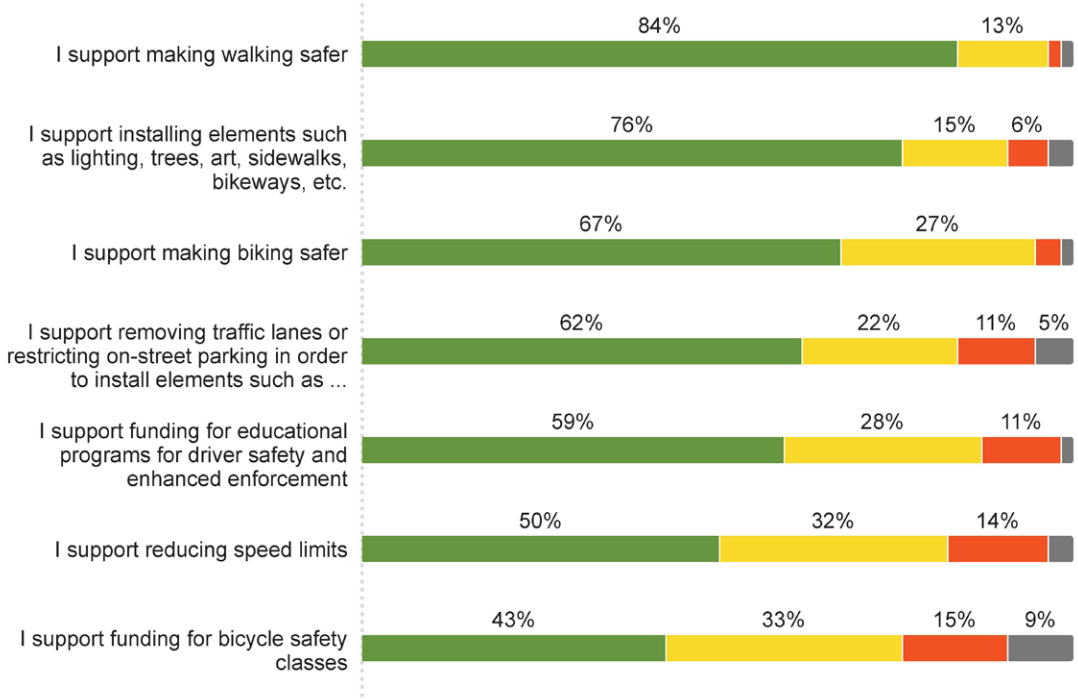
The survey was promoted through local government channels, community organizations, and targeted outreach efforts, including:

- GHMPO
- Cities of Oakwood, Flowery Branch, and Gainesville
- Local community hub (Hispanic Alliance)

Key Survey Findings:

- **Personal Impact:** 58% of respondents reported being personally or indirectly impacted by traffic crashes over the past decade.
- **Travel Behavior:** While 83% of respondents drive frequently, public transit use was minimal, with only one respondent using it more than once a month. Four regular bicyclists unanimously described feeling unsafe on local roads.
- **Safety Priorities:** The three most common traffic concerns centered on driver behavior, such as speeding and distracted driving, rather than infrastructure deficiencies. However, many participants expressed support for infrastructure improvements, even if they increased commute times.

Figure 4 • Online survey question, how do you feel about the following safety strategies? Image shows percentages according to participant responses.



The Hispanic Alliance hosted the Public Meeting Boards and promoted the survey, September 2025.

STEERING COMMITTEE

A diverse and representative Steering Committee was integral to the project's success. Composed of local governments, transportation agencies, law enforcement, schools, and community organizations, the committee provided technical guidance, strategic input, and a crucial link to broader community networks.

Committee Contributions

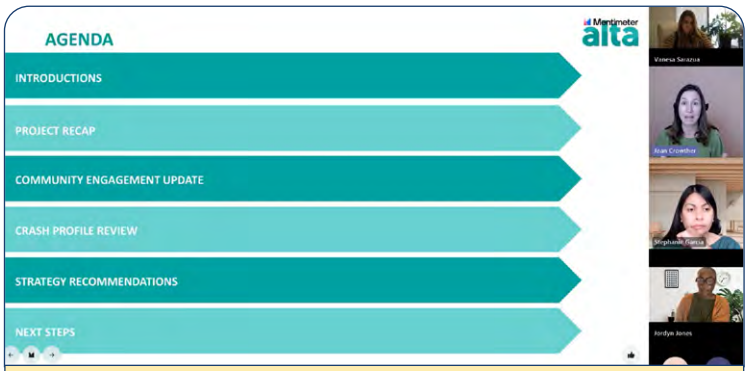
The Steering Committee played a multifaceted role:

- ➔ Guiding Decision-Making: Members reviewed crash data, prioritized safety strategies, and evaluated public feedback.
- ➔ Fostering Implementation: By including organizations like Hall Area Transit and the Greater Hall Chamber of Commerce, the committee positioned the Safety Action Plan for successful execution.

Key Meetings:

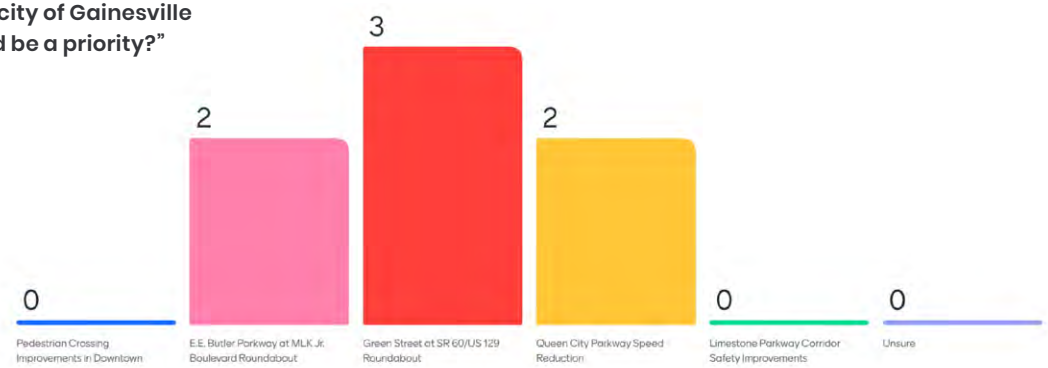
1. Meeting #1 (July 9, 2024): Introduced stakeholders to the SS4A process, presented the HIN, and outlined their role in shaping the plan.
2. Meeting #2 (October 22, 2024): Reviewed public input, discussed crash profiles, and evaluated draft strategies for feedback.
3. Meeting #3 (January 23, 2025): Presented recommended projects and prioritization process and gathered feedback. Feedback received regarding the priority projects informed the development of the final project list.

First Steering Committee Meeting



Second Steering Committee Meeting

Figure 5 • The Mentimeter tool was used to request feedback at steering committee meetings. Results are shown to the question "Which project in the city of Gainesville should be a priority?"



WEBSITE

The project website served as a digital hub for information, updates, and engagement opportunities. Designed for accessibility, it provided:

- Project details and background information
- Interactive features like a survey link and updates on public meeting outcomes
- A platform for ongoing community engagement, ensuring transparency throughout the project life cycle

Consistently updated with digital meeting materials that correlated with the public meetings, the website played a pivotal role in broadening the project's reach, particularly for those unable to attend in-person events.

Figure 6 • Hall County Safe Streets for All website: https://hallcountysafestreets.com/

First Public Meeting, August 2024

Members of the Hispanic Alliance at Second Public Meeting, February 2025

Community members review the boards at First Public Meeting, August 2024

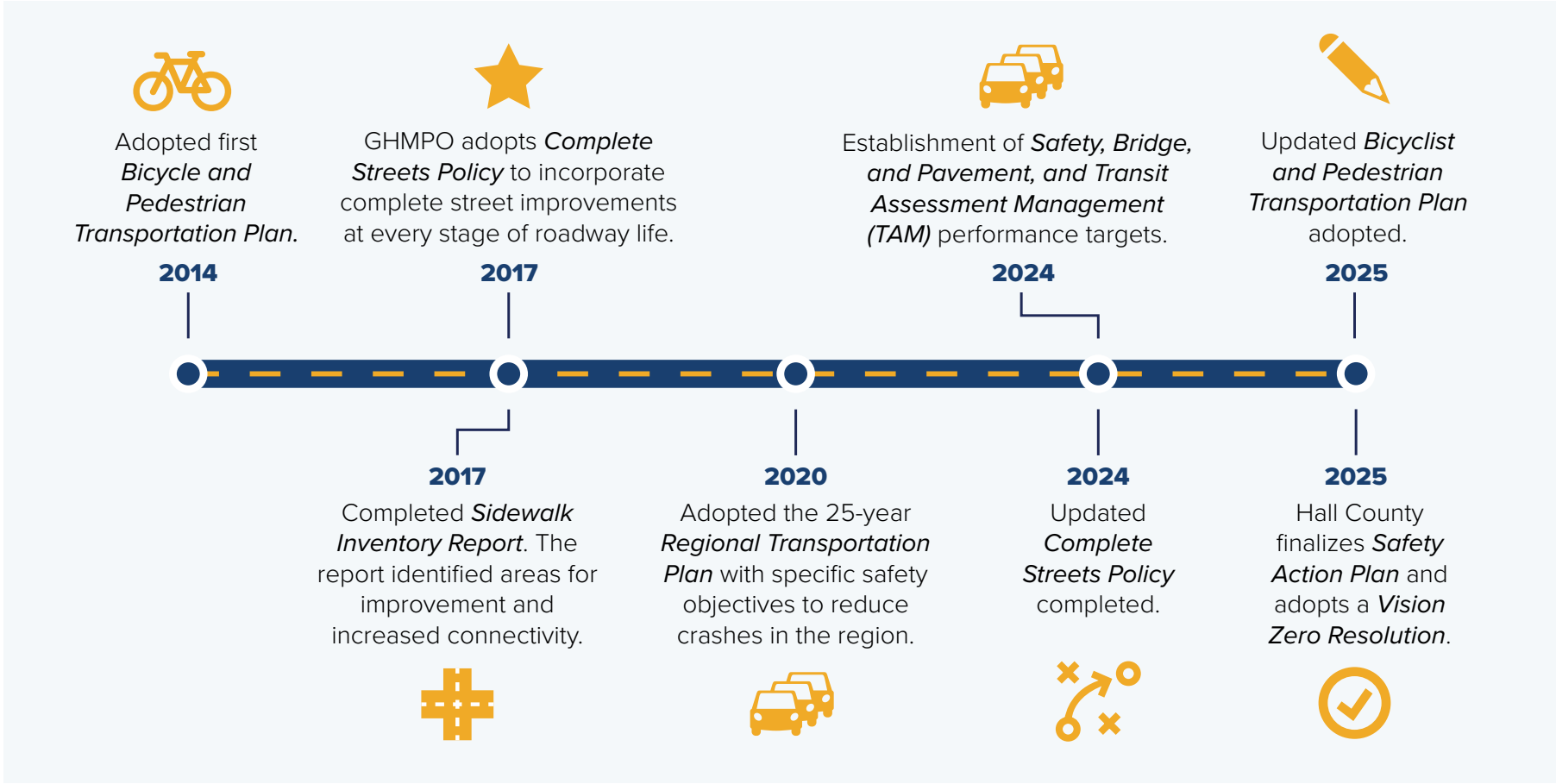
04

Plans and Policy Evaluation

Oakwood City Hall,
Oakwood, GA

Do local plans and policies address roadway safety?

Over the last 10 years, safety approaches and strategies have shifted from the traditional 3Es of Education, Engineering, and Enforcement to the Federal Highway Administration's (FHWA's) Safe System Approach and Vision Zero Approach. The Safe System Approach diverges from traditional practice by prioritizing ending death and serious injury crashes, rather than reducing crashes overall.



Downtown Gainesville Square, GA

Plans and Policies Reviewed

To develop safety strategies and recommendations, the project team evaluated Hall County's current safety policies and compared them to established best practices. The team conducted a policy benchmarking process, with benchmarks based on the Vision Zero core principles and Safe System Approach elements, which holistically address transportation safety. The benchmarks were separated into five categories: safer road users, safer roads, safer speeds, safer vehicles, post-crash care, and system planning.

The benchmarking exercised revealed transportation safety policy successes in Hall County and the municipalities, as well as areas of needed improvement. The results of the benchmarking exercise informed the policy recommendations in Chapter 5.

In addition, the project team interviewed the Cities of Gainesville, Oakwood, and Flowery Branch; Hall County; and Gainesville-Hall Metropolitan Planning Organization (GHMPO) on their approach, needs, and challenges for improving traffic safety outcomes. Please see Appendix C for the full results.

The list of documents reviewed is as follows:

- 2020, *Regional Transportation Plan*, GHMPO
- 2023, Transportation Improvement Program, GHMPO
- 2024, Unified Planning Work Program, GHMPO
- 2017 Complete Streets Policy, GHMPO
- 2014, *Bicyclist and Pedestrian Transportation Plan*, GHMPO
- 2017, *Sidewalk Inventory Report*, GHMPO
- 2019, Microtransit Feasibility Study, Hall County
- *2045 Comprehensive Plan update* (2024), GHMPO
- Street Lighting Policy, Hall County
- 2024, NOT RATIFIED, Resolution Expanding the Special Tax District for Streetlights, Hall County
- Residential Speed Control Program, Hall County
- 2023 Traffic Calming Device and Speed Hump Program, City of Gainesville
- 2019 Flowery Branch Speed and Sign Inventory Study, GHMPO
- 2019 Gainesville Trail Study, GHMPO
- 2018 Citywide Traffic Improvement Study, City of Oakwood and GHMPO
- 2021 SR 365/Jesse Jewell Parkway Traffic Impact Study, City of Gainesville and GHMPO
- 2022 Braselton Trail Study, City of Braselton and GHMPO
- 2019 Dawsonville Highway-McEver Road Connectivity Study, City of Gainesville and GHMPO
- List of programmed and planned projects, City of Gainesville

Highlights from the plan and policy review are as follows:

Current policy guidance demonstrates a strong foundation for safety, including a Complete Streets Policy for street design and a Street Lighting Policy for funding streetlight improvements. The *Regional Transportation Plan* not only has dedicated safety goals but aims to increase multimodal trips and to coordinate its land use decisions with transportation.

- GHMPO has a strong foundation for safety projects strategic planning. Through the *2020 Regional Transportation Plan*, GHMPO identified roadway segments and intersections that were the sites of the most crashes and killed or serious injury (KSI) crashes .
- The *Hall County 2045 Comprehensive Plan* was adopted in December 2024 and includes goals, objectives, and policies that increase pedestrian infrastructure, prioritize street lighting, develop Complete Streets, and enhance public transit. The County plans to adopt a Complete Streets Policy.
- GHMPO prioritized several safety-relevant Planning Emphasis Areas in the 2024 Unified Planning Work Program FY 2025, including Complete Streets and Complete Streets Policy update, crash data collection, trail network expansion, the *Bicycle and Pedestrian Plan Update*, and transit improvements.
- GHMPO adopted the *Bicycle and Pedestrian Plan*, which proposed to provide connections to high demand areas such as K–12 schools and parks. An updated plan will be published in 2025.
- Through the *Sidewalk Inventory Report* from 2017, GHMPO identified areas for pedestrian improvements and increased connectivity.

Performances measures created to track progress from Hall County's Complete Streets Policy can be incorporated into the Safety Action Plan.

- In 2017, GHMPO adopted the Complete Streets Policy, which intends to improve the transportation network for all users of all abilities and work in coordination with all jurisdictions. As of January 2025, the Cities of Gainesville and Oakwood have adopted a Complete Streets Policy. An updated Complete Streets Policy will be adopted in 2025 .

Downtown Oakwood, Oakwood, GA

GHMPO maintains and updates an annual record of crashes and crash profiles in Hall and Jackson Counties, enabling strong decision-making. Since 2018, Georgia drivers can be convicted for using a mobile device while driving after the State passed a law, Hands-Free Georgia Act (HB 673/AP).

Through the policy review and benchmarking exercise came a thorough and holistic picture of Hall County's existing efforts. With this understanding, strategies and goals were developed within the five categories of safety policy and programming established by the benchmarking exercise. These strategies and goals, described in the text chapter, will create, fund, and support safety initiatives to eliminate road deaths and serious injuries.

City of Flowery Branch wayfinding at Spout Springs Road near I-985 interchange

05 Plan of Action

Downtown Flowery Branch,
City of Flowery Branch, GA

What do we do next?

Analysis of current policy and recent crash data, meetings with the public, and meetings with the Steering Committee informed the goals for the Safety Action Plan. ***Achieving these goals is possible through specific, measurable, and actionable strategies.***

Strategies address a safety theme (e.g., high-level commitments from agencies, safe road design). Each strategy is broken down into key action items, according to its responsible agency and timeline. For example, an initial effort for safe road design is a policy commitment to Complete Streets and the National Association of City Transportation Officials (NACTO) Design Guidelines. Later on, policies with a narrower focus can be adopted, like a Pedestrian Crossing Policy.

Three-time frames were established for implementation, with the assumption that the plan actions would be implemented over the course of a 5-year period:

- **Immediate to Short-Term:** Action is projected to be implemented within one year.
- **Mid-Term:** Action is projected to be implemented within two to three years.
- **Mid- to Longer-Term** (within four to five years): These actions need additional staffing and other resources, as well as collaboration with other agencies.

To achieve meaningful change, we use the Safe System Approach to address the different facets of road safety and reducing road deaths. From educational campaigns at schools to installing speed cameras or redrawing roads, the range of responsibilities and actions needed are diverse, and need involvement from an equally diverse range of agencies and departments. The following agencies will be involved in almost all steps:

GEORGIA DEPARTMENT OF TRANSPORTATION

Georgia Department of Transportation (GDOT) owns and maintains the majority (21 of 26) of roadways on the Hall County Safety Action Plan's Project Priority List. See Appendix E. The agency is the state leader for transportation. It manages statewide programs like the Georgia Transportation Funding Act and federal funds. It can also provide training to local staff and educational materials for the public, and make safety upgrades to the state-owned road network.

GAINESVILLE-HALL METROPOLITAN PLANNING ORGANIZATION

The Gainesville-Hall Metropolitan Planning Organization (GHMPO) receives state and federal funding to allocate to projects across the region in its annual Unified Planning Work Program. This includes the Transportation Improvement Program, funds which can be used for upgrades, resurfacing, and construction of roads that include major safety improvements. GHMPO adopts and recommends standards for municipalities, like the Complete Streets Policy. GHMPO coordinates projects that require coordination and collaboration between different jurisdictions, to avoid miscommunications and waste.

HALL COUNTY

The County can pass resolutions and ordinances and communicate with other governments. The County can also encourage the safety program by funding safety initiatives, adopting a Zero-Death resolution and NACTO design guidelines. The County is responsible for road maintenance, upgrades, and (new) construction. The County zones and sets standards for new developments. Hall County and Gainesville jointly manage and fund the region's privately operated microtransit system, WeGO.

Within these larger agencies, several departments will be key to implementing the strategies and actions listed below.

- Public Works

  County and City Public Works departments manage traffic engineering, proposed development review, and road maintenance. They will be responsible for setting and using the latest and greatest safety design standards and deciding how program funds are allocated.

CITY MAYOR'S OFFICE (GAINESVILLE, OAKWOOD, AND FLOWERY BRANCH)

The cities can pass resolutions and ordinances and communicate with other governments. They can encourage the safety program by funding safety initiatives, adopting a Zero-Death resolution and NACTO design guidelines.

Signs and pavement markings provide important information to drivers in school zones.

Strategies, Actions, and Timeline

Partner agencies and timelines were identified for the strategies and action items. The strategies outlined below were developed with feedback received from the County, GHMPO, and City staff to address findings from the safety analysis and concerns from the public. The strategies are organized following the FHWA Safe System Approach principles described on page 6, Safer Road Users, Safer Roads, Safer Vehicles, Safer Speeds, and Post-Crash Care.

Table 3 • Safer Road Users Principle | Strategies, Actions, and Timelines

STRATEGY	ACTION ITEMS	TIMELINE	DESCRIPTION	AGENCIES INVOLVED
Strategy 1: Leadership sets and champions safety targets.	A. Adopt a Vision Zero resolution at each level of government.	Immediate to short-term	Commit to zero deaths on county roads by 2050.	GHMPO Hall County Mayor's Office of Cities of Flowery Branch, Oakwood, and Gainesville
	B. Commit to sharing performance measures annually.	Immediate to short-term	Add language to the Vision Zero resolution committing to public sharing of safety project achievements and outcomes. In semiannual updates for the public, summarize progress made on safety initiatives through funds invested, projects installed, and eventually resulting crash numbers.	GHMPO Hall County Mayor's Office of Cities of Flowery Branch, Oakwood, and Gainesville
	C. Continue participation in Georgia Association of Metropolitan Planning Organizations.	Immediate	GHMPO can participate in regional planning efforts, to strengthen local ties, share and coordinate resources for large-scale infrastructure projects.	GHMPO
Strategy 2: Prioritize disadvantaged communities and people who have fewer mobility choices.	A. Develop engagement and safety education materials in Spanish.	Short-term	GHMPO adopted a Limited English Proficiency Plan, committing to bilingual public meetings and public notices. The County can adopt similar commitments, guaranteeing language access to the public planning process.	Hall County GHMPO
	B. Develop a vulnerable area index that accounts for socioeconomic factors linked to traffic safety and use it to prioritize traffic safety investments.	Short- to mid-term	Work with planning partners across the county to develop a vulnerable area index that accounts for socioeconomic factors linked to traffic safety. Use that index to prioritize safety investments in disadvantaged communities across the county and within each jurisdiction; including countermeasures tied to specific socioeconomic factors.	Public Works: Hall County Cities of Flowery Branch, Oakwood, and Gainesville

STRATEGY	ACTION ITEMS	TIMELINE	DESCRIPTION	AGENCIES INVOLVED
Strategy 3: Educate all road users.	A: Launch targeted safety education campaigns.	Immediate to short-term	Launch campaigns focused on specific risky behaviors identified in crash analysis, such as aggressive driving and speeding. Work with GDOT, the Governor's Office of Highway Safety, and other partners to support these initiatives. Develop additional campaigns in conjunction with the Hall County Sheriff's Office, Fire Rescue, and Emergency Management Services focusing on safe biking and distributing safety equipment.	GHMPO Hall County Cities of Flowery Branch, Oakwood, and Gainesville GDOT
	B: Train staff on best practices, safety countermeasures, Complete Streets Policy, and principles.	Mid-term	Work with GDOT, Federal Highway Administration (FHWA), Smart Growth America, the Governor's Office of Highway Safety, and other partners to develop and offer training to Hall County, GHMPO, and city staff.	GHMPO GDOT Hall County Cities of Flowery Branch, Oakwood, and Gainesville
	C: Implement targeted enforcement initiatives.	Mid-term	Implement targeted enforcement actions to address specific behaviors such as speeding and failure to stop for pedestrians in crosswalks. Focus on safety enforcement related to driver behaviors in high-risk areas for pedestrians and bicyclists.	GHMPO Hall County Cities of Flowery Branch, Oakwood, and Gainesville

Existing Policy: *The 2018 Hands-Free Georgia Act prohibits the use of a cell phone while operating a motor vehicle. This law gives the County power to reduce distracted driving through targeted enforcement campaigns.*

Table 4 • Safer Roads Principle | Strategies, Actions, and Timelines

STRATEGY	ACTION ITEMS	TIMELINE	DESCRIPTION	AGENCIES INVOLVED
Strategy 1: Design roads that encourage multimodal transportation and safe motor speeds.	A. Adopt a Complete Streets Policy.	Short-term	The County and cities can adopt GHMPO's Complete Streets Policy. As of April 2024, the Cities of Gainesville and Oakwood have adopted a Complete Streets Policy.	Hall County City of Flowery Branch GHMPO
	B. Adopt NACTO design guidelines for roadways.	Mid-term	Use published NACTO design guidance for roadway design standards. Incorporate changes according to NACTO guidance to their fullest potential in all types of capital projects.	GHMPO Public Works: Hall County and Cities of Flowery Branch, Oakwood, and Gainesville
	C. Review and Update existing policies, programs, and plans to include multimodal and safety considerations.	Mid-term	Policies and plans such as: Access Plan, Land Disturbance Permit, Development Plans, County and Cities Street Lighting Policy, County Residential Speed Control Program, and Traffic Calming Device and Speed Hump Program.	Public Works: Hall County and Cities of Flowery Branch, Oakwood, and Gainesville
	D. Update design standards and traffic operations procedures.	Mid- to Long-term	Update roadway design standards and traffic operations procedures to allow flexibility and encourage innovation in safety practices. Integrate the GHMPO Complete Streets Policy into the updated standards to promote safe and accessible streets for all users.	Public Works: Hall County and Cities of Flowery Branch, Oakwood, and Gainesville
	E. Create and adopt Quick-Build Policy and Pedestrian Crossing Policy.	Mid- to Long-term	Develop and adopt a policy to expedite the delivery of safety projects, including a formal policy for implementing quick-build safety countermeasures. Create a standard operating procedure for pedestrian crossings to improve safety at crossings.	Public Works: Hall County and Cities of Flowery Branch, Oakwood, and Gainesville

STRATEGY	ACTION ITEMS	TIMELINE	DESCRIPTION	AGENCIES INVOLVED
Strategy 2: Prioritize safety improvements on the High Injury Network (HIN).	A. Prioritize and implement safety treatments along HIN.	Immediate to short-term	Prioritize and implement safety treatments along the HIN, such as improved illumination, pedestrian crossing treatments, intersection treatments, and roadway geometric or surface improvements.	Public Works: Hall County and Cities of Flowery Branch, Oakwood, and Gainesville GDOT
	B. Prioritize and implement signal and operational improvements.	Short-term	Prioritize and implement signal and operational improvements along the HIN, including Leading Pedestrian Intervals (LPIs), longer pedestrian phases, exclusive pedestrian phases, flashing yellow arrow, and protected left turns.	Mayor's Office and Public Works: Hall County and Cities of Flowery Branch, Oakwood, and Gainesville
	C. Diversify funding sources.	Mid- to long-term	Diversify funding sources for long-term funding availability and maximize the efficient use of existing funding opportunities, including Safe Streets and Roads for All (SS4A), Better Utilizing Investments to Leverage Development (BUILD) Grant Program, and Highway Safety Improvement Program (HSIP), Off System Safety (OSS), and Quick Response (QR) funding.	GHMPO Hall County Cities of Flowery Branch, Oakwood, and Gainesville GDOT
	D. Review and update the reconstruction and resurfacing prioritization process to include safety considerations.	Mid-term	Outline a transparent, data driven prioritization approach with greater weight for safety considerations.	Public Works: Hall County and Cities of Flowery Branch, Oakwood, and Gainesville

STRATEGY	ACTION ITEMS	TIMELINE	DESCRIPTION	AGENCIES INVOLVED
Strategy 3: Prioritize safety improvements for vulnerable road users , including pedestrians, bicyclists, and motorcyclists.	A. Update the sidewalk gap inventory and priority project list, prioritizing areas on the HIN.	Mid to long-term	Identify areas with sidewalk gaps or missing sidewalk, prioritizing areas with documented pedestrian and bicycle traffic (including desire paths) and a history of crashes. Identify opportunities for adding midblock crossings and other traffic calming features.	Public Works: Hall County and Cities of Flowery Branch, Oakwood, and Gainesville
	B. Create motorcycle safety priority project list, prioritizing areas on the HIN.	Mid- to long-term	Identify areas with a documented history of motorcycle crashes resulting in a fatality or injury and develop a list of intersection improvements to address those crash types. Identify opportunities for quick-build solutions.	Public Works: Hall County and Cities of Flowery Branch, Oakwood, and Gainesville
	C. Implement targeted lighting installation program.	Mid- to long-term	Create a targeted lighting installation program, starting with corridors on the HIN where roadway departure crashes or crashes involving vulnerable road user s have occurred where lighting would be an effective countermeasure. Corridors without lighting in unincorporated areas which connect to lighted corridors in incorporated areas should be included. Combine lighting installation with other countermeasures as part of a comprehensive safety improvement process.	Public Works, Georgia Power, GDOT
	D. Identifying high-priority pedestrian and bicycle safety improvements within the city of Gainesville.	Mid- to long-term	Identify areas with high pedestrian and bicycle traffic and crash rates, including the downtowns of the City of Gainesville. Create a plan for these areas that includes safety improvements, such as improved crosswalks, lighting, and pedestrian infrastructure.	City of Gainesville Public Works, GDOT

STRATEGY	ACTION ITEMS	TIMELINE	DESCRIPTION	AGENCIES INVOLVED
Strategy 3: Prioritize safety improvements for vulnerable road users , including pedestrians, bicyclists, and motorcyclists (continued).	E. Identify high-priority intersection improvements on high-speed non-interstate roadways within the city of Flowery Branch.	Mid- to long-term	Identify intersections that have a high concentration of crashes, with an emphasis on arterials. Create a plan for these areas that includes safety improvements, such as alternative intersections, roundabouts, lighting, protected-only left turns, and signage visibility and reflectivity improvements to reduce crashes. Coordinate with GDOT for improvements to state routes.	City of Flowery Branch Public Works, GDOT
	F. Identify high-priority corridor improvements on high-speed non-interstate roadways within the city of Oakwood.	Mid- to long-term	Identify corridors that have a high concentration of crashes, with emphasis on non-interstate roadways with speed limits of 45 mph or higher. Create a plan for these areas that includes safety improvements, such as alternative intersections, interchange improvements with I-985, lighting, speed reduction, and signage improvements to reduce crashes. Coordinate with GDOT for improvements to state routes.	City of Oakwood Public Works, GDOT
Strategy 4: Develop a countywide Safe Routes to School (SRTS) program.	A. Develop SRTS plans in partnership with municipalities.	Mid- to long-term	Conduct road safety audits of schools and school zones to identify areas with the highest crash rates and low yielding rates at crosswalks. Begin by focusing efforts on the HIN and areas where drivers have failed to stop for pedestrians in crosswalks. Use the Safe Routes to School Quick-Build Traffic Calming Guidebook from GDOT to guide this effort. Create a countywide SRTS plan based on the audit, including a list of priority sidewalk needs.	GHMPO Hall County Cities of Flowery Branch, Oakwood, and Gainesville GDOT

STRATEGY	ACTION ITEMS	TIMELINE	DESCRIPTION	AGENCIES INVOLVED
Strategy 4: Develop a countywide Safe Routes to School (SRTS) program (continued).	B. Apply for funding and begin implementing safety improvements.	Long-term	Based on the findings of the safety audit and list of priority countermeasures, apply for SRTS or OSS and Transportation Alternatives Program (TAP) funding through GDOT to finance the implementation of safety improvements in high-priority school zones. Begin implementing safety improvements in priority areas using the secured funding.	GHMPO Hall County Cities of Flowery Branch, Oakwood, and Gainesville GDOT
Strategy 5: Create a comprehensive rural and two-lane roadway safety improvement program.	A. Develop a Rural Road Safety Program and coordinate rural safety improvements with maintenance activities.	Mid- to long-term	Create a rural road safety program to systematically improve two-lane undivided roads within the HIN. Implement low-cost, high-impact countermeasures to combat roadway departure crashes, such as enhanced curve signing and delineation, paved shoulders, rumble strips, safety edge, wider edge lines, and high friction surface treatment.	Hall County GHMPO Cities of Flowery Branch, Oakwood, and Gainesville GDOT

Existing Policy: *GHMPO has a Complete Streets Policy, which the Cities of Gainesville and Oakwood have adopted. The policy promises to provide technical assistance to local governments to develop, implement, and fund Complete Streets projects. Complete Street elements typically support safe motorized speeds, while creating a bicyclist- and pedestrian-friendly street environment.*

Existing Program: *GDOT SRTS has dedicated staff and resources to support school districts who want to improve safety outcomes. In 2023, the Safe Routes to School Quick-Build Traffic Calming Guidebook was released, providing a framework to implement low-cost, temporary solutions and then make them permanent.* GDOT Safe Routes to School Quick-Build Traffic Calming Guidebook PDF

GHMPO Complete Streets vision: *Every public right-of-way shall be planned, designed, constructed, and maintained such that all residents within the Gainesville-Hall Metropolitan Planning Organization (GHMPO) planning area have multi-modal transportation options to safely and conveniently travel to and from their destinations.*

Table 5 • Safer Vehicles Principle | Strategies, Actions, and Timelines

STRATEGY	ACTION ITEMS	TIMELINE	DESCRIPTION	AGENCIES INVOLVED
Strategy 1: Advance safety technology on publicly owned fleet vehicles.	A: Equip public fleet vehicles with safety technologies.	Mid- to long-term	Ensure that future purchases of vehicles for the County and other public institutions are equipped with the latest safety-related devices, designs, and technologies such as automatic emergency braking, forward collision warning systems, lane keep assist, drowsiness detection systems, speed governors, and other advanced driver assistance systems.	GHMPO, Hall County Cities of Flowery Branch, Oakwood, and Gainesville.
	B. Integrate and connect small-scale and e-powered mobility options: microtransit, scooters, bike sharing, and golf carts.	Mid- to long-term	Increase visibility of microtransit vehicles, include wayfinding, and streamline pick-up and drop-off locations. Identify priority areas for sidewalk development according to microtransit destinations. Determine zones and road classifications suitable for golf carts and other light vehicles.	WeGO, Hall County Area Transit, Public Works

➔ **Existing Technology:** Hall Area Transit's WeGO fleet has safety technology to flag phone use while driving the vehicle. The technology reduces distracted driving to protect passenger safety.

WEGO

Table 6 • Safer Speeds Principle | Strategies, Actions, and Timelines

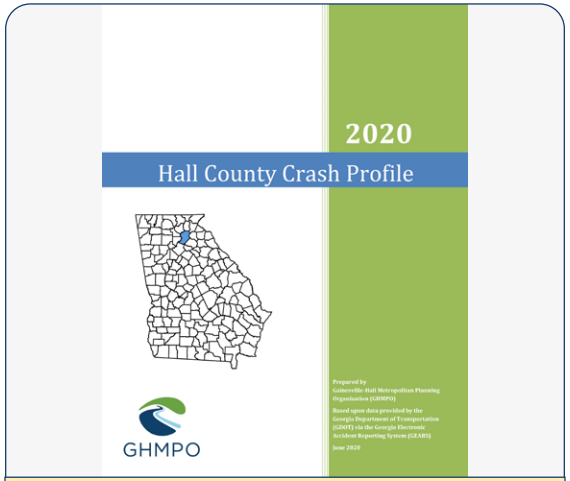
STRATEGY	ACTION ITEMS	TIMELINE	DESCRIPTION	AGENCIES INVOLVED
Strategy 1: Reduce speed through design.	A: Update roadway design standards.	Mid- to long-term	Update roadway design standards to include strategies for "self-enforcing" or self-explaining roads that naturally encourage drivers to adhere to speed limits.	GHMPO, Hall County Cities of Flowery Branch, Oakwood, and Gainesville
	B: Update Traffic Calming Policy for Hall County and the City of Gainesville.	Mid- to long-term	Update County Residential Speed Control Program and the City of Gainesville Traffic Calming Policy to prioritize the HIN and include other safety countermeasures in addition to speed tables.	Hall County Public Works, City of Gainesville Public Works
	C: Develop a Residential Traffic Calming Policy for the City of Oakwood and the City of Flowery Branch.	Short- to mid-term	The City of Flowery Branch and the City of Oakwood should develop a Traffic Calming Policy for residential areas or adopt a version of the Hall County or City of Gainesville Traffic Calming Policy for use on city streets.	City of Flowery Branch Public Works, City of Oakwood Public Works
	D: Adjust traffic signal timing.	Short- to mid-term	Adjust traffic signal timing to increase pedestrian crossing time where appropriate, especially in downtowns and outside pedestrian generators, to encourage driving at lower speeds.	Public Works: Hall County; Cities of Flowery Branch, Oakwood, and Gainesville
	E: Increase use of speed feedback signs.	Short-term	Increase use of speed feedback signs along HIN corridors and ensure accuracy and maintenance of the signage.	Public Works: Hall County; Cities of Flowery Branch, Oakwood, and Gainesville

STRATEGY	ACTION ITEMS	TIMELINE	DESCRIPTION	AGENCIES INVOLVED
Strategy 2: Update speed-limit policies and implement a speed management program.	A: Identify and implement target speeds along the HIN.	Mid- to long-term	Create a process to identify and implement target speeds along HIN corridors to lower speed limits where appropriate, including traffic and engineering studies as required by Georgia Code.	Public Works: Hall County; Cities of Flowery Branch, Oakwood, and Gainesville
	B: Implement school-zone speed safety cameras.	Short- to mid-term	Pilot the use of school-zone safety cameras as permitted by state law, beginning with schools along HIN corridors, along high-speed arterials, and in school zones with documented speeding problems.	Public Works: Hall County; Cities of Flowery Branch, Oakwood, and Gainesville
	C: Move away from the 85th percentile method for setting speed limits.	Mid-term	Move away from the 85th percentile method of setting speed limits for all types of roadways and adopt alternative methodologies that focus on safety.	Public Works: Hall County; Cities of Flowery Branch, Oakwood, and Gainesville

Table 7 • Post-Crash Care Principle | Strategies, Actions, and Timeline

STRATEGY	ACTION ITEMS	TIMELINE	DESCRIPTION	AGENCIES INVOLVED
Strategy 1: Integrate safety into all departments and ensure multi-agency coordination.	A: Create and implement a multi-agency fatal crash rapid-response team, integrating with existing Georgia State Patrol efforts where possible.	Short-term	Establish a multi-agency fatal crash rapid-response team by formalizing a Traffic Safety Committee. The committee should meet quarterly, evaluate progress toward implementation of the Safety Action Plan, leverage their communication channels, and discuss safety concerns.	GHMPO, Hall County, Cities of Flowery Branch, Oakwood, and Gainesville Hall County Sheriff's Office, municipal police departments, GDOT, Georgia State Patrol (Specialized Reconstruction Team)
	B: Update and expand systemic safety analysis.	Short-term	Monitor progress of strategies and actions and update regional Safety Action Plan at least every five years.	GHMPO
	C: Integrate crash data into project prioritization.	Short- to mid-term	Update crash data analysis annually and incorporate findings in strategic planning.	GHMPO Hall County Cities of Flowery Branch, Oakwood, and Gainesville

➔ **Existing Program:** GHMPO already releases annual crash statistics for Hall County, monitoring the number of crashes by severity, location, conditions, and driver characteristics. These reports informed the need for this Safety Action Plan and will be essential for evaluating the success of implemented strategies.



Hall County Crash Profile report

06 Implementation Plan

Corridor on All Modes High Injury Network, White Sulphur Road, Gainesville, GA

Hall County Safety Countermeasures

*The Hall County Safety Action Plan's implementation is a **long-term commitment to traffic safety** by multiple agencies and jurisdictions.*

The success of this plan will be determined by how well it can be implemented through projects and policy. This is where the plan may face constraints created by policies and budgets, as well as site-specific, spatial, and infrastructural constraints. Therefore, it is paramount that Hall County have a clear implementation plan so that they can coordinate with residents, local property owners, public works, and the Georgia Department of Transportation (GDOT).

Countermeasures Tool Kit

Once the project team identified the crash profiles (described in Chapter 2), they then determined the appropriate safety countermeasures to address each crash profile. A safety countermeasure is an infrastructure or policy intervention that attempts to reduce the likelihood of a given crash type at a given location or area. Safety countermeasures can take many forms. Converting an intersection to a roundabout, installing lighting, and improving worn pavement are examples of safety countermeasures that can be implemented to try to improve traffic safety.

The safety countermeasures that were identified were compiled into the following categories:

- Pavement markings
- Pavement surface
- Shoulder treatment/clear zone
- Signs
- Lighting
- Median
- Roundabouts
- Intersection layouts
- Stop-controlled intersections
- Trucks
- Traffic signals
- Pedestrian
- Bicycle
- Speed management
- Studies
- Roadway cross sections
- Outreach and education programs
- Access management

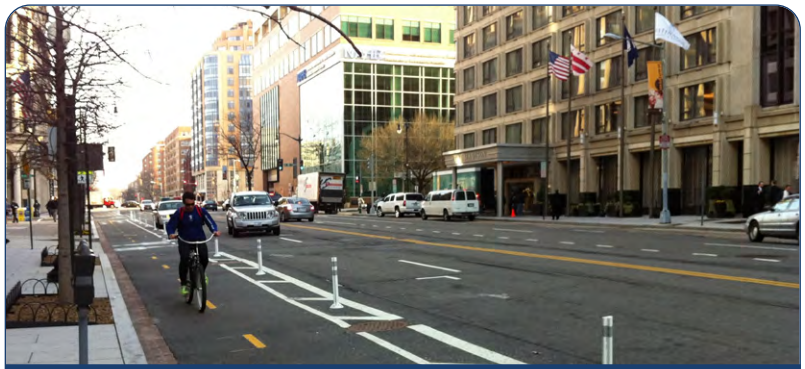
Safety Countermeasure Examples

Pedestrian refuge islands, high-visibility crosswalks, and curb extensions. Addresses Crash Profile 2: Pedestrian Crashes at Intersections within Incorporated Cities.

Pedestrian refuge island (credit: Dan Burden, pedbikeimages.org)

Conversion of a signalized intersection into a multi-lane roundabout. Addresses Crash Profiles 2, 4, 5, 6, and 8.

Bike lane (credit: Dan Burden, pedbikeimages.org)



Flex-post protected bicycle lane. Addresses Crash Profile 1: Non-Intersection Pedestrian/Bicyclists Crashes on Corridors without Sidewalks.

Protected bike lane (credit: Megan Kanagy, pedbikeimages.org)

Grade Separated Pedestrian Bridges are an example of a successful countermeasure.

In most cases, a single crash profile can be addressed with multiple countermeasures. By assigning multiple possible countermeasures to a single crash profile, engineers, policy makers, and advocates have a toolkit they can call upon to address safety concerns at a given location.

The effectiveness of a countermeasure is called the crash modification factor (CMF). CMFs are developed through studies of locations where a given countermeasure has been implemented. For example, if retroreflective backplates were installed on traffic signals at a given intersection, then a study could be conducted to determine whether rear end crashes at the intersection increase, decrease, or roughly stay the same.

The CMF is reported as a decimal number that represents the ratio of a given crash type after a countermeasure has been implemented. A CMF of 0.8 would indicate that a given study found that there were 0.8 times (or 80%) as many crashes of a given type after a countermeasure was implemented. A CMF less than 1 indicates an expected decrease in the number of crashes, and a CMF greater than 1 indicates an expected increase in the number of crashes for a given countermeasure.

Table 8 • Countermeasure Sources

SOURCE	DATA
Proven Safety Countermeasures | FHWA, USDOT FHWA	FHWA's Proven Safety Countermeasures initiative is a collection of 28 countermeasures and strategies effective in reducing roadway fatalities and serious injuries on our nation's highways.
CMF Clearinghouse, USDOT	The CMF Clearinghouse is the primary database for traffic safety countermeasure studies.
National Cooperative Highway Research Program	*Report 926: Guidance to Improve Pedestrian and Bicyclist Safety at Intersections* provides a series of countermeasures with CMFs and relative costs.
National Highway Traffic Safety Administration	*Countermeasures That Work* provides a list of largely non-engineering countermeasures including education programs, studies, and policies.

Crash reduction factors (CRFs) are a value that represents the percent reduction in crashes. For example, in the case of retroflective blackplates, the CMF is 0.85 and the CRF equates to 15 percent crash reduction.

The CRF is the expected percent decrease in crashes of a given type and severity. Table 9 shows safety countermeasures and its correspondent CRF % for Hall County.

It is important to note that the crash reductions indicated by a CMF are not a guarantee. They are intrinsically tied to the location and time in which the study was conducted. The actual impacts on collisions could be greater or less depending on site-specific conditions. Countermeasures and their corresponding CMFs are often sourced from the CMF Clearinghouse, which is maintained by the United States Department of Transportation (USDOT) and from the proven countermeasures list provided by the Federal Highway Administration (FHWA). Other sources include *Countermeasures That Work* provided by the National Highway Traffic Safety Administration and *Report 926: Guidance to Improve Pedestrian and Bicyclist Safety at Intersections* by the National Cooperative Highway Research Program.

Table 9 • **Hall County Safety Countermeasures**

CATEGORY	COUNTERMEASURE	CRF	CRASH TYPE AND SEVERITY
Pavement Markings	Install wider edgelines (4 to 5 inches)	30.1%	All Crash Types, All Severities
	Upgrade existing markings to wet-reflective pavement markings	25.4%	Run Off Road, Wet Road, All Severities
Pavement Surface	Install centerline rumble strips	22.0%	All Crash Types, K, A, B, C
	Install high friction surface treatment	44.0%	Run Off Road, K, A, B, C
	Install high friction surface treatment on ramps	63.5%	All Crash Types, K, A, B, C
	Install high friction surface treatment on horizontal curves	48.5%	All Crash Types, K, A, B, C
	Resurface deteriorated pavement	14.2%	All Crash Types, K, A, B
Shoulder Treatment/Clear Zone	Install safety edge	10.8%	Run Off Road, K, A, B, C
	Install wider markings and shoulder rumble strips with resurfacing (4 to 6 inches)	26.0%	All Crash Types, K, A
	Pave deteriorated 2-ft shoulder	3.0%	Fixed Object, Head On, Run off Road, Sideswipe, K
		4.0%	Fixed Object, Head On, Run off Road, Sideswipe, A, B, C
	Upgrade narrow unpaved shoulder (< 5 feet) to wide paved shoulder (> 5 feet)	72.0%	All Crash Type, K, A, B, C
	Upgrade narrow unpaved shoulder (< 5 feet) to wide unpaved shoulder (> 5 feet)	65.0%	All Crash Type, K, A, B, C
	Flatten side slopes	5.30%	Cross Median, Fixed Object, Run Off Road, Other, K, A, B, C

*A CMF study is not available for this countermeasure. Therefore, the listed crash types for this countermeasure are based on engineering judgment, but not on a formal study.

CATEGORY	COUNTERMEASURE	CRF	CRASH TYPE AND SEVERITY
Shoulder Treatment/Clear Zone continued	Remove or relocate fixed objects outside the clear zone	97.6%	Fixed Object, All Severities
	Install roadside barrier	51.0%	Run Off Road, K, A, B, C
	Install crash cushion	69.0%	Fixed Object, K, A, B, C
	Install shoulder rumble strips (on horizontal curves), rural roads	5.0%	Head On, Run off Road, Sideswipe, All Severities
Signs	Install sequential dynamic chevrons	60.0%	Non-Intersection Crashes, K, A, B, C
	Install new fluorescent curve signs or upgrade existing curve signs to fluorescent sheeting	35.0%	All Crash Types, All Severities
Lighting	Install lighting	37%	All Crash Types, K, A, B, C
	Install intersection illumination	12%	Nighttime Crashes, All Severities
		33%	Angle, All Severities
		42%	Nighttime, Vehicle-Pedestrian Crashes, A, B, C
		43.8%	Vehicle-Pedestrian Crashes, All Severities
		78%	Vehicle-Pedestrian Crashes, K
	Install lighting at interchanges	26%	All Crash Types, K, A, B, C
Median	Provide a raised median	55.0%	Angle, All Severities
		71.0%	Head On, All Severities
	Convert an open median to a directional median	23.0%	All Crash Types, K, A, B, C

*A CMF study is not available for this countermeasure. Therefore, the listed crash types for this countermeasure are based on engineering judgment, but not on a formal study.

CATEGORY	COUNTERMEASURE	CRF	CRASH TYPE AND SEVERITY
Median continued	Install any type of median barrier (for urban areas, only applicable to roadway sections with a depressed median)	43.0%	All Crash Types, K
		30.0%	All Crash Types, A,B,C
	Install cable median barrier	44.0%	Head On, All Severities
	Increase median width	Varies depending on existing and proposed median widths	All Crash Types, All Severities
	Replace two-way left-turn lanes (TWLTL) with Raised Median	19.0%	Rear End, All Severities
Roundabouts	Conversion of intersection to single-lane roundabout	59.0%	All Crash Types, All Severities
	Conversion of signalized intersection to multilane roundabout	20.0%	All Crash Types, K, A, B, C
	Conversion of stop-controlled intersection to multilane roundabout	5.0%	All Crash Types, All Severities
	Convert intersection to high speed (+ 55 mph approach, rural, low annual average daily traffic) roundabout, single lane	79%	All Crash Types, K, A, B, C
Intersection Layouts	Improve angle of channelized right-turn lane	60.3%	Right Turn, Other, All Severities
	Introduce zero or positive offset left-turn lane on crossing roadway	20.0%	Angle, All Severities
	Convert a conventional signalized intersection to a signalized superstreet	22.0%	All Crash Types, K, A, B, C
	Convert intersection to restricted crossing U-turn (RCUT) intersection	20.0%	All Crash Types, All Severities

*A CMF study is not available for this countermeasure. Therefore, the listed crash types for this countermeasure are based on engineering judgment, but not on a formal study.

CATEGORY	COUNTERMEASURE	CRF	CRASH TYPE AND SEVERITY
Intersection Layouts continued	Convert intersection to Type A median U-turn intersection	22.7%	All Crash Types, K, A, B, C
	Convert intersection to Type B median U-turn intersection	28.3%	All Crash Types, K, A, B, C
	Convert a conventional unsignalized intersection to an unsignalized superstreet	44.0%	All Crash Types, All Severities
		75.0%	Angle, Right Turn, All Severities
	Change intersection skew angle	Varies depending on existing roadway geometry	All Crash Types, All Severities
	Increase triangle sight distance	48.0%	All Crash Types, A, B, C
		11%	All Crash Types, O
	Change right-turn lane geometry to increase line of sight (approach level)	59.0%	All Crash Types, All Severities
	Change right-turn lane geometry to increase line of sight (intersection level)	43.6%	All, K, A, B, C
	Convert an intersection into a continuous green T-intersection	15.4%	All Crash Types, K, A, B, C
Stop-Controlled Intersections	Convert minor-road stop control to all-way stop control	70.0%	All, A, B, C
	Replace standard stop sign with flashing LED stop sign	41.5%	Angle, All Severities
	Provide flashing beacons at stop-controlled intersections	10.0%	All Crash Types, A, B, C

*A CMF study is not available for this countermeasure. Therefore, the listed crash types for this countermeasure are based on engineering judgment, but not on a formal study.

CATEGORY	COUNTERMEASURE	CRF	CRASH TYPE AND SEVERITY
Stop-Controlled Intersections continued	Provide "stop ahead" pavement markings	31.0%	All Crash Types, All Severities
	Implement systemic signing and marking improvements at stop-controlled intersections	18.4%	All Crash Types, K, A, B, C
		16.7%	Angle, All Severities
	Improve stop sign retro reflectivity	9.4%	All Crash Types, K, A, B, C
	Install transverse rumble strips on stop-controlled approaches in rural areas	29.0%	All Crash Types, K, A, B, C
	Install intersection conflict warning systems for 2-lane at 2-lane intersections	30.0%	All Crash Types, A, B, C
	Install intersection conflict warning systems for 4-lane at 2-lane intersections	20.0%	All Crash Types, A, B, C
Trucks	Provide truck climbing lane	46.0%	Truck Related, All Severities
	Install advance downgrade warning sign	13.4%	Truck Related, All Severities
Traffic Signals	No turn on red signs	3.0%	All Crash Types, All Severities
	Red-light cameras	32.4%	All Crash Types, K, A, B, C
	Install red-light camera on major road of a 4-leg intersection (motorcycle crashes)	37.0%	Motorcycle Related crashes, All Severities
	Install red-light camera on minor road of a 4-leg intersection (motorcycle crashes)	25.0%	Motorcycle Related crashes, All Severities
	Install red-light camera on major road of a T-intersection (motorcycle crashes)	55.0%	Motorcycle Related crashes, All Severities
	Install leading pedestrian intervals (LPIs)	15.0%	Vehicle-Pedestrian, K, A, B, C

*A CMF study is not available for this countermeasure. Therefore, the listed crash types for this countermeasure are based on engineering judgment, but not on a formal study.

CATEGORY	COUNTERMEASURE	CRF	CRASH TYPE AND SEVERITY
Traffic Signals continued	Install left-turn flashing yellow arrow signals and supplemental traffic signs (protected-permissive left-turn phasing)	14.3%	Left Turn, All Severities
	Install left-turn flashing yellow arrow signals and supplemental traffic signs (permissive only left-turn phasing)	50.2%	Left-Turn, All Severities
	Convert protected/permissive left-turn phasing to protected-only left-turn phasing	34.0%	Left Turn, All Severities
	Convert permissive left-turn phasing to protected -only left-turn phasing	77.0%	Left Turn, All Severities
	Implement coordinated traffic signals	No CMF/CRF Available	Rear End*
	Review green times	No CMF/CRF Available	Rear End*
	Install near-side signal heads	30.0%	Red-Light Run Crashes, Frontal Impact Crashes, All Severities
	Install advanced dilemma zone detection	39.0%	All Crash Types, K, A, B, C
	Implement systemic signing and visibility improvements at signalized intersections	4.5%	All Crash Types, All Severities
		4.00%	Rear End, All Severities
		11.60%	Angle, All Severities
	Install dynamic all-red extension	7.0%	Other Crash Type, All Severities
	Increase all-red clearance interval	20.2%	All Crash Types, K, A, B, C

*A CMF study is not available for this countermeasure. Therefore, the listed crash types for this countermeasure are based on engineering judgment, but not on a formal study.

CATEGORY	COUNTERMEASURE	CRF	CRASH TYPE AND SEVERITY
Traffic Signals continued	Add 3-inch yellow retroreflective sheeting to signal backplates	15.0%	All Crash Types, All Severities
	Install pedestrian countdown timer	12.50%	Rear End, All Severities
		70.00%	Vehicle-Pedestrian, All Severities
	Install dynamic signal warning flashers	20.8%	Rear End, All Severities
		25.5%	Angle, All Severities
	Increase yellow change interval (greater than Institute of Transportation Engineers' recommended practice)	35.70%	Rear End, All Severities
	Install adaptive traffic signal control	12.20%	Rear End, All Severities
	Improve detection of motorcyclists	No CMF/CRF Available	Vehicle-Motorcycle*
Pedestrian	Increase pedestrian crossing time	51.00%	Vehicle-Pedestrian
	Curb extensions	No CMF/CRF Available	Vehicle-Pedestrian*
	Curb radius reduction	No CMF/CRF Available	Vehicle-Pedestrian*
	Crossing barriers/fences to prevent pedestrian crossings in unsafe locations	No CMF/CRF Available	Vehicle-Pedestrian*
	Grade-separated crossings	13.00%	Vehicle-Pedestrian
	High-visibility crosswalks	40%	Vehicle-Pedestrian, All Severities

*A CMF study is not available for this countermeasure. Therefore, the listed crash types for this countermeasure are based on engineering judgment, but not on a formal study.

CATEGORY	COUNTERMEASURE	CRF	CRASH TYPE AND SEVERITY
Pedestrian continued	Install advance yield or stop markings and signs for midblock crossings	25.00%	Vehicle-Pedestrian, All Severities
	Install raised median with marked crosswalk (uncontrolled)	46.00%	Vehicle-Pedestrian, All Severities
	Install raised median with/without crosswalk (uncontrolled)	31.5%	Vehicle-Pedestrian, All Severities
	Install pedestrian refuge	31.50%	Vehicle-Pedestrian, All Severities
	Install a pedestrian hybrid beacon (PHB or HAWK)	45.00%	Vehicle-Pedestrian, K, A, B, C
	Install rectangular rapid flashing beacon (RRFB)	70.00%	Vehicle-Pedestrian, All Severities
	All-walk phase/protected pedestrian phase	35.00%	Vehicle-Pedestrian, All Severities
	Install sidewalk	40.20%	Vehicle-Pedestrian, All Severities
Bicycle	Install shared-use path (on 6-lane divided urban road)	25%	Vehicle-Bicycle, All Severities
	Install bike lane	72.60%	Vehicle-Bicycle, All Severities
	Convert traditional bike lane to separated bike lane with a blend of flexi-post and other vertical elements	36%	Vehicle-Bicycle, All Severities
Speed Management	Install dynamic speed feedback sign	5.00%	Single Vehicle Crashes, All Severities
	Implement appropriate speed limits for all users	No CMF/CRF Available	Run off road, Single Vehicle*
Roadway Cross Section	Narrow lane from 12 to 11 feet (rural highways)	24%	All Crash Types, All Severities
	Road diet (convert 4-lane undivided road to 2-lanes plus turning lane)	29.0%	All Crash Types, All Severities

*A CMF study is not available for this countermeasure. Therefore, the listed crash types for this countermeasure are based on engineering judgment, but not on a formal study.

CATEGORY	COUNTERMEASURE	CRF	CRASH TYPE AND SEVERITY
Roadway Cross Section continued	Change number of lanes on major road of a 4-leg signalized intersection from X to Y	Varies	Motorcycle Related Crashes, All Severities
	Change number of lanes on minor road of a 4-leg signalized intersection from X to Y	Varies	Motorcycle Related Crashes, All Severities
	Change number of lanes on minor road of a signalized T-intersection from X to Y	Varies	Motorcycle Related Crashes, All Severities
	Convert major road of a signalized T-intersection from 2-way to 1-way	60.0%	Motorcycle Related Crashes, All Severities
	Install periodic passing lanes on rural 2-lane highways	35%	Non-Intersection Crashes, K, A, B, C
	Install protected intersection	No CMF/CRF Available	Vehicle-Pedestrian, Vehicle-Bicycle*
Access Management	Absence of access points	44%	All Crash Types, All Severities

*A CMF study is not available for this countermeasure. Therefore, the listed crash types for this countermeasure are based on engineering judgment, but not on a formal study.

Non-Infrastructure Countermeasures

Traffic safety countermeasures do not always take the form of new infrastructure. Focused studies and education programs can also improve safety. GDOT's Safe Routes to School (SRTS) programs and road safety audits can help remediate safety concerns specific to a given corridor or area.

SRTS

GDOT's SRTS program focuses on the 5 Es: Evaluation, Engineering, Education, Encouragement, and Enforcement. The SRTS team should comprise school staff, parents and caregivers, local businesses, local police departments, and other stakeholders, to assess the walking and bicycling infrastructure that students use to travel to and from school. Additionally, transportation data within two miles of the school is collected and analyzed, including crash data, vehicular speeds, and projected future enrollment.

ENGINEERING

Engineering involves the selection and implementation of infrastructural and operational safety countermeasures to reduce traffic volumes, decrease vehicular speeds, and reduce instance of traffic conflicts to improve safety. Education and Encouragement create programs and activities that make walking and biking to school both safe and fun so that students and teachers choose these transportation modes instead of driving. Finally, the program coordinates with local police to ensure the Enforcement of traffic laws, such as school-zone speed limits, to encourage safer behavior from drivers around the school. Once these programs have been enacted, it is necessary to return to the first E, Evaluation, to measure the effectiveness of the program. Are more students walking and biking to school? Has the number of crashes within 2 miles of the school been reduced year over year? These are the kinds of questions that need to be answered to see if the SRTS program is having the desired impacts.

ROAD SAFETY AUDITS

Road safety audits follow a similar pattern to SRTS programs. The main difference is that instead of being focused on a school, the focus is on a specific street, neighborhood, or district within a city or town. Similarly to the SRTS program, a road safety audit involves assembling local stakeholders and then evaluating the existing traffic safety concerns. Evaluating traffic safety can involve analyzing crash and traffic data, conducting walk-throughs of the study area with stakeholders, and conducting public meetings so that residents and businesses can voice their transportation concerns and suggestions. Once this data is collected, a report is created recommending safety countermeasures to improve safety within the study area. The report can take the form of a general menu of safety countermeasures that can be applied within the study area or be as specific as developing a conceptual plan for where to apply safety countermeasures at specific locations along the corridor.

EDUCATION PROGRAMS

Education programs can improve safety by educating road users to choose safer behaviors. The Motorcycle Safety Program for Riders, offered by the Georgia Department of Driver Services, and the Keep Georgia Safe program, offered by GDOT, are both examples of roadway safety education programs offered in the state of Georgia.

MOTORCYCLE SAFETY PROGRAM

The Motorcycle Safety Program for Riders offers courses for both beginners and advanced motorcyclists. Participation in the course is encouraged by providing participants who complete the basic rider course with a 90-day motorcycle license test waiver. These courses teach motorcyclists how to drive defensively, how to react to obstacles, and the importance of proper safety gear and vehicle maintenance. Incentivizing road users to participate in the Motorcycle Safety Program and any similar education programs may improve safety by teaching road users to avoid dangerous behaviors.

KEEP GEORGIA SAFE

Keep Georgia Safe is a set of free educational materials provided by GDOT for students in grades K–12. The content is provided on GDOT's website and is organized by grade so that it is easy for educators to select content that is appropriate for their class. The educational materials include videos, practical examples that can be conducted in the classroom, posters, and activity books. The educational materials provided on this website can give teachers the tools they need to convey to their students how they can be safer when walking, biking, or driving along Georgia's roadways.

Project Recommendations

Based on prior precedent plans and studies in Hall County, the team prepared a prioritization framework and gathered necessary data to perform prioritization. The proposed framework includes factors such as equity emphasis areas, overlap with HINs, fatal and severe injury crashes, risk factors, proximity to community facilities, project complexity and coordination needed, previous plans and studies, community and stakeholder input, and road ownership. For more details regarding the Project Prioritization Methodology, see Appendix D.

The project team also reconciled projects against exiting planning efforts such as the Gainesville-Hall Metropolitan Planning Organization's (GHMPO's) Metropolitan Transportation Plan, GHMPO's Transportation Improvement Program, and the other plans and studies, such as the Bicycle and Pedestrian Plan update, Flowery Branch Downtown Parking and Mobility Study, the Braselton Trail Feasibility Study, the State Route 365/Jesse Jewel Parkway Traffic Impact Study, the Gainesville Trail Study, and the Dawsonville Highway - McEver Road Connectivity Study, among other efforts.

Individual projects were scored based on select criteria. This section briefly describes the criteria used to prioritize safety infrastructure projects in Hall County.

Each of the projects were evaluated according to:

- Overlaps with areas where people are most vulnerable (e.g., low income and areas of persistent poverty)
- Overlaps with one of the four high injury networks (HINs)
- Proximity to fatal or serious injury crashes
- Addresses concerns within identified crash profiles
- Proximity to key community facilities (parks, schools, institutional facilities, courthouses, or commercial and mixed-use land uses)
- Project complexity and required coordination with transportation agencies
- Level of public/stakeholder support (from online survey, community meetings, and stakeholder meetings)

The points associated with the defined criteria were summed for each project to generate a raw score that reflected its overall priority—with higher scores indicating a higher priority for implementation.

The draft list of scored and prioritized projects was presented to the project's steering committee for feedback, which further helped inform the final prioritization of projects for the plan. After assessing the list of projects to see which would have the greatest impact on transportation safety within Hall County, five priority projects emerged. While five priority project emerged for the purpose of producing cutsheets for this Plan, all of the projects in this Plan are important and implementing them will advance the goal of reducing and eliminating fatalities and serious injuries..

The project recommendations include safety countermeasures from the toolkit presented in the previous section; all improvements would meet Americans with Disabilities Act (ADA) requirements. To support project development, the project list incorporates recommended countermeasures to corridors and intersections with crashes that match identified crash profiles.

To assist in planning and budgeting for advancement and implementation of SS4A Action Plan recommendations, the project team prepared planning-level cost estimates for each of the five priority projects detailed in the cutsheets.[1]

See pages 67, 68, 69, 70 and 71 for more detailed information.

1 Cost estimates are shown in current-year (2025) dollars and are subject to change over time, due to factors such as the cost of labor, materials, and inflation. For more information regarding the Cost Estimate Assumptions and Methodology, see Appendix D.

Table 10 • **Top Priority Projects**

PROJECT ID	PROJECT NAME	BEGIN	END	PROJECT DESCRIPTION	INTERSECTING JURISDICTIONS	SRTS ELIGIBLE?	TOTAL SCORE
SFTY-03	Queen City Parkway Corridor Improvements	Jesse Jewell Pkwy.	Old Candler Rd.	Assess and improve Queen City Pkwy. between Jesse Jewell Pkwy. and Candler Rd. to reduce speeds along the corridor. This project will also fill existing gaps in sidewalk networks, as well as assess the potential installation of median U-turn intersections where feasible.	Gainesville, Unincorporated Hall Co.	No	31
PED-03	Main Street Pedestrian Lighting and Safety Improvements in Downtown Lula	Miller Dr.	Lewallen Cir.	Design and construct sidewalks, pedestrian lighting, traffic management devices, and other general streetscape improvements to improve pedestrian safety and movements within Downtown Lula.	Lula	Yes	30
SFTY-02	Limestone Parkway Corridor Safety Improvements	Cleveland Hwy.	Jesse Jewell Pkwy.	Specific safety countermeasures to consider include reduction of speed limits; installation of pedestrian/bicycling improvements; signal timing along Limestone Pkwy; and others. **This proposed project would also seek to implement specific safety countermeasures suggested as part of the SR 365/ Jesse Jewell Parkway Traffic Impact Study** (2021).	Gainesville, Unincorporated Hall Co.	Yes	29

*Safe Routes to School

PROJECT ID	PROJECT NAME	BEGIN	END	PROJECT DESCRIPTION	INTERSECTING JURISDICTIONS	SRTS ELIGIBLE?	TOTAL SCORE
PED-02	Phil Niekro Boulevard/ Spout Springs Road Corridor and Pedestrian Safety Improvements	Atlanta Hwy.	Hog Mountain Rd.	Design and construct speed reduction and safety measurers throughout the corridor. Specific safety countermeasures include implementation of a corridor access management plan; reduction in speed limits; roadway lighting; wider edge lines; and pedestrian improvements at certain intersections throughout the corridor.	Flowery Branch Braselton, Unincorporated Hall Co.	Yes	22
R-03	E.E. Butler Parkway at MLK Jr. Boulevard Roundabout	N/A	N/A	Reconfigure or make geometric improvements at the intersection. A roundabout, if determined to be feasible, could improve the intersection safety and performance.	Gainesville	No	26
SFTY-17	Candler Road Corridor Safety Improvements	I-985	Hall Co. Line	Construct sidewalks, roundabouts, right-in/right-outs, roadway departure countermeasures (where there are curve and visibility issues), without ROW acquisition.	Gainesville Unincorporated Hall Co.	Yes	22

*Safe Routes to School

SFTY-03: Queen City Parkway Corridor Improvements

Corridor Summary

The Queen City Parkway corridor contains portions of each High Injury Network. The corridor was the site of nineteen (19) serious injury crashes, and two (2) fatal crashes.

Prioritization Rank: #1

Planning-Level Cost Estimate: $19.3M - $23.2M

Key Corridor Statistics:

- 71.43% of serious & fatal injury crashes were intersection-related
- 47.62% of serious & fatal injury crashes were left-angle crashes
- 38.10% of serious & fatal injury crashes were night-time crashes in unlit areas

Description: This project would calm traffic speeds along Queen City Pkwy from Jesse Jewell Pkwy to Candler Rd. This segment of Queen City Pkwy lies within an Equity Emphasis Area, and was the site of twenty-one (21) serious and fatal injury crashes between 2018 and 2022. Of the 21 fatal and serious injury crashes occurring in the corridor from 2018 to 2022, 71.43% (15) were intersection-related, 47.62% (10) were left-angle crashes, and 38.10% (8) occurred in unlit areas during non-daylight hours. This project would assess the Queen City Pkwy corridor for traffic-calming and speed reduction measures, including decreasing the posted corridor speed-limit to 35 mph throughout, installation of roadway lighting, and the potential implementation of median U-turn (MUT) intersections at Industrial Blvd and West Ridge Rd.

Right-of-Way (ROW) Needs: Limited potential ROW needs

Coordination Needs: City of Gainesville, Georgia Dept. of Transportation (GDOT)

Local, State or Federal Roadway: GDOT/State

Key Destinations

- **Lee Gilmer Memorial Airport** *(1137 Aviation Way)*
- **Gainesville Municipal Court** *(701 Queen City Pkwy)*
- **Pilgrim's Pride Corporation** *(949 Industrial Blvd)*
- **Midland Greenway** *(682 Grove St)*

Key Observations

Numbers correspond to corridor map (left)

(#1) All four approaches to the Queen City Pkwy/Jesse Jewell Pkwy intersections are in the Bicycle or Pedestrian HINs

(#2) The Aviation Blvd/Queen City Pkwy intersection is in all four HINs

(#3) The W Ridge Rd/Queen City Pkwy intersection was the site of four serious injury crashes and one fatal crash.

(#4) The I-985/Queen City Pkwy intersection is in the top 25% of scores for both the Motorcycle HIN and All-Mode HIN, and was the site of two serious injury crashes and one fatal crash.

Safety Countermeasures

Examples of potential safety countermeasures to consider

Roadway Lighting

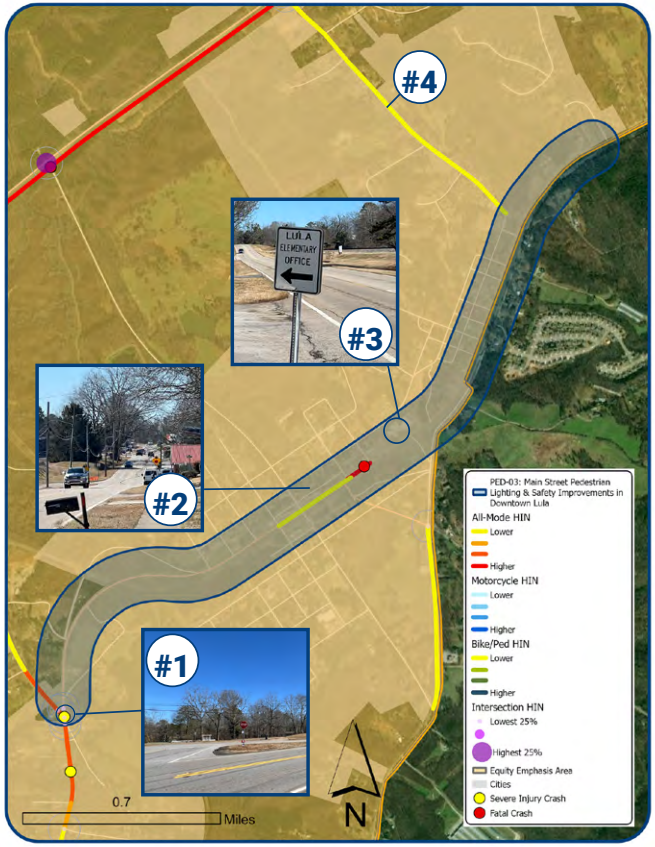
Median U-Turn Intersections

Hall County Safe Streets for All Plan

PED-03: Main St Pedestrian Lighting & Safety Improvements in Downtown Lula

Corridor Summary

The Main Street corridor contains portions of the Intersection & All-Mode HINs. The corridor also was the site of three (3) minor injury crashes, two (2) serious injury crashes, and one (1) fatal injury crash involving a pedestrian.



Prioritization Rank: #2

Planning-Level Cost Estimate: $13.8M - $16.6M

Key Corridor Statistics:

- 60.00% of serious, fatal or minor injury crashes were curve-related
- 40.00% of serious, fatal or minor injury crashes happened at night
- 40.00% of serious, fatal or minor injury crashes involved cyclists/pedestrians
- School Zone present

Description: The proposed project seeks to improve vulnerable road user (VRU) safety and traffic operations along approximately two miles of Main St from Lewallen Cir to Miller Dr in downtown Lula. Specific proposed corridor improvements would include reconstructing existing pedestrian facilities to meet current Americans with Disabilities Act (ADA) standards, constructing ADA-compliant intersection improvements where none currently exist, restriping existing crosswalks, installing audible traffic signals and signs at two major intersections (Main St/Athens St and Main St/8th St), filling all existing sidewalk gaps, widening sidewalks to a minimum of 5.5 feet where not currently present, installing enhanced landscaping and hardscaping, and installing pedestrian- and roadway-level lighting.

Right-of-Way (ROW) Needs: Limited potential ROW needs

Coordination Needs: City of Lula, Georgia Dept. of Transportation (GDOT)

Local, State or Federal Roadway: GDOT/State

Key Destinations

- **Lula Elementary School** *(6130 Chattahoochee St)*
- **Lula City Hall** *(6055 Main St)*
- **Spoken Word Church** *(6467 Main St)*

Key Observations

Numbers correspond to markers on corridor map (left)

#1 The intersection between Lula Rd and Main St is within the bottom quartile of the Intersection HIN

#2 Portions of central Main Street in Lula are in the most severe quartile of corridors within the All-Mode HIN

#3 The corridor includes Lula Elementary School, which is the site of heavy pedestrian and vehicular traffic during the school year.

#4 The entirety of Belton Bridge Rd between Main St and State Route (SR) 365 is within the All-Mode HIN; however, the Main St/Belton Bridge Rd intersection is not within the project's Intersection HIN.

Safety Countermeasures

Examples of potential safety countermeasures to consider

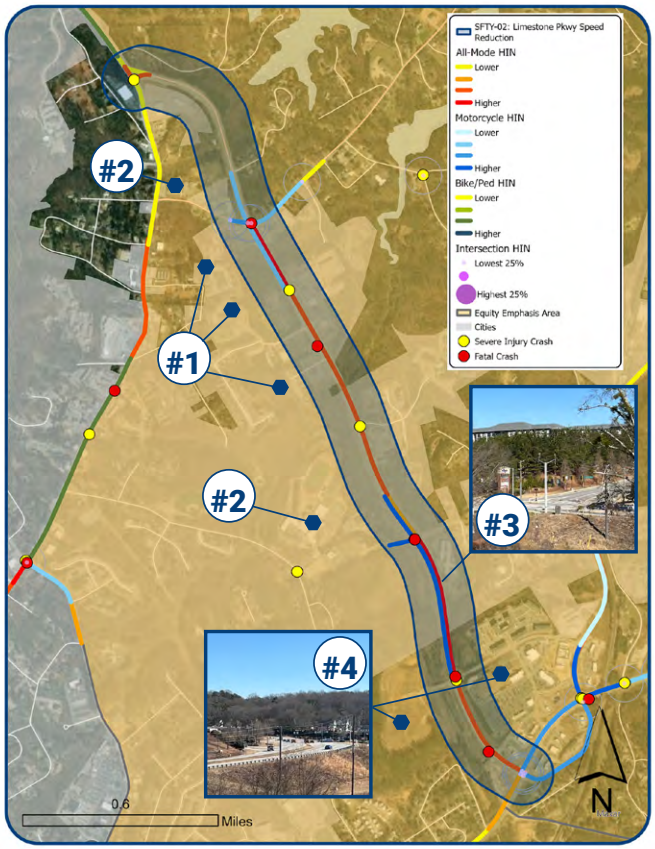
Walkways

Pedestrian Lighting

SFTY-02: Limestone Pkwy Corridor Safety Improvements

Corridor Summary

The Limestone Parkway corridor has portions of the Motorcycle, Intersection and All-Mode HINs; and had six (6) serious injury crashes, and five (5) fatal crashes - the latter representing 4.1% of all such crashes in the County.



Prioritization Rank: #3

Planning-Level Cost Estimate: $7.5M - $9.1M

Key Corridor Statistics:

- 81.81% of serious & fatal injury crashes involved drivers <18 or 65+
- 63.63% of serious & fatal injury crashes were intersection-related
- Served by transit
- Two schools nearby

Description: The project would calm traffic speeds along Limestone Pkwy from Cleveland Hwy to Jesse Jewell Pkwy. This corridor lies within an Equity Emphasis Area, and was the site of eleven (11) serious and fatal injury crashes from 2018 to 2022. Of the corridor's 11 fatal and serious injury crashes, 81.81% (9) involved older (65+) or younger (<19) drivers, 63.63% (7) were intersection-related, and 27.27% (3) involved pedestrians/cyclists. The project would assess the corridor for traffic-calming and speed reduction measures, including implementation of lower posted speed limits (35 mph) and flashing yellow arrow signals; as well as the installation of intersection lighting improvements, signalized and marked crosswalks at signalized intersections where not currently present, crosswalk visibility enhancements and a multi-use path on the western side of the roadway.

Right-of-Way (ROW) Needs: Some potential ROW needs

Coordination Needs: City of Gainesville, Georgia Dept. of Transportation (GDOT)

Local, State or Federal Roadway: GDOT/State

Key Destinations

- **Kroger Grocery** *(1931 Jesse Jewell Pkwy)*
- **Publix Grocery** *(2155 Limestone Pkwy)*
- **Lakeview Academy** *(796 Lakeview Dr)*

Key Observations

Numbers correspond to markers on corridor map (left)

(#1) The corridor is home to several large eldercare/hospice facilities - and a majority of all serious or fatal injury crashes involved a driver aged 65 or older.

(#2) Two schools (Lakeview Academy and Advanced Scholars Academy) are also along the corridor, and 81.81% of fatal and serious injury crashes involved older or younger drivers.

(#3) The southern portion of the corridor is in the top 25% of corridors within the Motorcycle and All-Mode HINs.

(#4) The southern end of the corridor is also the site of two shopping centers anchored by grocery stores.

Safety Countermeasures

Examples of potential safety countermeasures to consider

Crosswalk Visibility Enhancements

Appropriate Speed Limits for All Road Users

PED-02: Phil Niekro Blvd/Spout Springs Rd Corridor & Pedestrian Safety Improvements

Corridor Summary

The Phil Niekro Boulevard/Spout Springs Road contains portions of each HIN. The corridor was the site of twenty-one (21) minor injury crashes, six (6) serious injury crashes, and one (1) fatal crash.

Prioritization Rank: #5

Planning-Level Cost Estimate: $18.2M - $21.8M

Key Corridor Statistics:

- 71.43% of minor, serious & fatal injury crashes were intersection-related
- 57.14% of minor, serious & fatal injury crashes were angle crashes
- 32.14% of minor, serious & fatal injury crashes occurred at night

Description: This project would calm traffic speeds on Phil Niekro Blvd from Atlanta Hwy to Hog Mountain Rd. This corridor was the site of twenty-eight (28) minor, serious and fatal injury crashes from 2018 to 2022. Of the 28, 71.43% (20) were intersection-related, 57.14% (16) were angle crashes, and 32.14% (9) occurred at night. This project would assess Phil Niekro Blvd for traffic-calming measures, including decreasing corridor speed limits to 35 mph. The project would also install corridor and intersection lighting, as well as sidewalks on both sides of the roadway. The project would widen Phil Niekro Blvd to a four-lane typical section, and potentially install roundabouts at the existing intersections with the I-985 on/off ramps.

Right-of-Way (ROW) Needs: High potential ROW needs

Coordination Needs: City of Flowery Branch, Georgia Dept. of Transportation (GDOT), Federal Highway Administration (FHWA)

Local, State or Federal Roadway: GDOT/State/FHWA

Key Destinations

- **Mars Wrigley** *(4755 Thurmon Tanner Pkwy)*
- **Stonebridge Village** *(5855 Spout Springs Rd)*
- **Gibson Flowery Branch** *(900 Crest Village Cir)*

Key Observations

Numbers correspond to markers on corridor map (left)

(#1) A small overlapping portion of Phil Niekro Blvd near large commercial developments east of I-985 is in both the Motorcycle and Bike/PED HINs

(#2) The intersections of Phil Niekro Blvd and the I-985 on/off ramps were both the site of serious injury crashes.

(#3) The stretch of Phil Niekro Blvd between Thurmon Tanner Pkwy and Atlanta Hwy is in the top 25% of corridors in the All-Mode HIN.

(#4) Phil Niekro Blvd at Atlanta Hwy was the site of a fatal crash and is in the top quartile of all intersections in the Intersection HIN; it is also constrained by a nearby active railroad line.

Safety Countermeasures

Examples of potential safety countermeasures to consider

Roadway Lighting

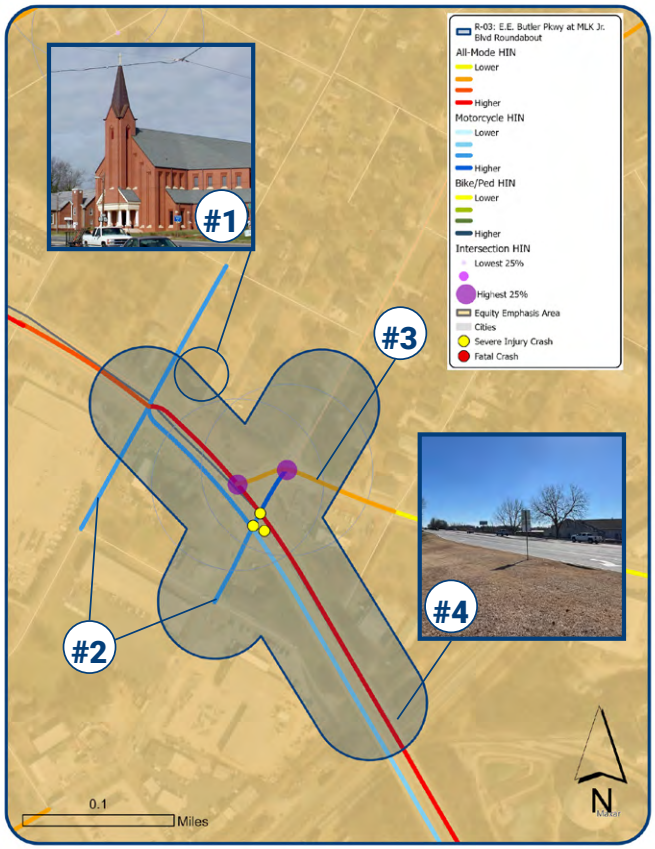
Roundabouts

Hall County Safe Streets for All Plan

R-03: E.E. Butler Pkwy at MLK Jr. Blvd Roundabout

Corridor Summary

The E.E. Butler Parkway/MLK Jr. Boulevard intersection contains portions of the Motorcycle, All-Mode and Intersection HINs. The corridor was also the site of three (3) serious injury crashes, and five (5) minor injury crashes.



Prioritization Rank: #4

Planning-Level Cost Estimate: $11.1M - $13.4M

Key Corridor Statistics:

- 87.50% of serious & minor injury crashes involved "following too closely"
- 87.50% of serious & minor injury crashes were curve-related
- 25.00% of serious & minor injury crashes involved motorcycles
- Served by transit

Description: This project would calm traffic and address safety concerns at the existing intersections of E.E. Butler Pkwy at MLK Jr. Blvd and Athens St. The intersection lies within an Equity Emphasis Area, and was the site of 1% of all crashes in Hall County from 2018 to 2022. Of the 8 serious and minor injury crashes occurring in the corridor from 2018 to 2022, 87.50% (7) were curve-related, 87.50% (7) involved "following too closely", and 25.00% (2) involved motorcycles. This project would assess the existing intersections for installation of a five-legged roundabout, including the installation of pedestrian improvements where possible, and the installation of roadway lighting improvements. The project would also fill existing gaps in the sidewalk network along E.E. Butler Pkwy.

Right-of-Way (ROW) Needs: High potential ROW needs

Coordination Needs: City of Gainesville, Georgia Dept. of Transportation (GDOT)

Local, State or Federal Roadway: GDOT/State

Key Destinations

- **St. John Baptist Church** *(757 E.E. Butler Pkwy)*
- **Cargill** *(826 W Ridge Rd)*
- **Brenau Univ (East Campus)** *(1001 Chestnut St SE)*

Key Observations

Numbers correspond to markers on corridor map (left)

#1 There are several churches near the intersection that may cause increased traffic volumes during off-peak hours.

#2 High St and MLK Jr. Blvd - key cross streets for E.E. Butler Pkwy - are also both in the Motorcycle HIN.

#3 Athens St is also within the All-Mode and Intersection HINs, and would likely need to be included in any potential intersection redesign.

#4 A bridge over active freight rail lines associated with the neighboring Cargill food manufacturing facility at 862 W Ridge Rd may create some project constraints (and may require railroad coordination).

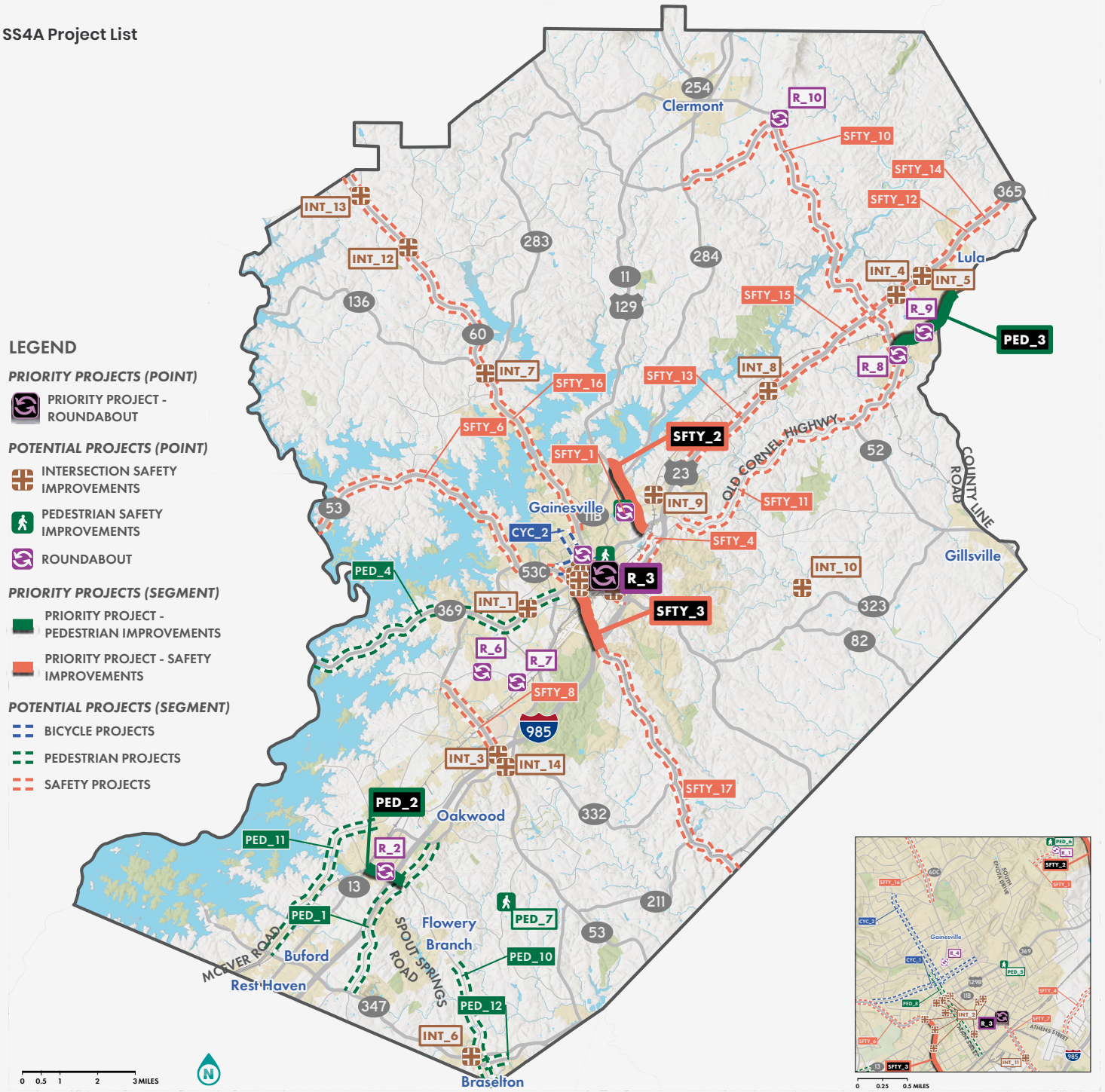
Safety Countermeasures

Examples of potential safety countermeasures to consider

Roadway Lighting

Roundabouts

Map 5 • Hall SS4A Project List



The following projects represent ten priority intersection and ten priority corridor projects. For the complete list of projects, see Appendix E.

Table 11 • Hall County SS4A List of Projects

PROJECT ID	PROJECT NAME	START LIMIT	END LIMIT	PROJECT DESCRIPTION	INTERSECTING JURISDICTIONS	SRTS* ELIGIBLE?	TIMEFRAME DESIGNATION	TOTAL SCORE
INT-02	Pedestrian Crossing Improvements in Downtown Gainesville (Multiple Locations)			Install pedestrian improvements at: Bradford St @ High St E.E. Butler Pkwy @ Hunter St SE E.E. Butler Pkwy @ College Ave SE Race St @ Hunter St SE Bradford St @ Jesse Jewell Pkwy Maple St @ Jesse Jewell Pkwy W Academy St SW @ Jesse Jewell Pkwy Athens St @ W Ridge Rd Specific safety countermeasures to consider include signalization of stop-controlled intersections (if warranted); installation of sidewalks on all intersection approaches; installation of high-visibility crosswalks at all intersections; signal timing between intersections; and others.	Gainesville	Yes	Medium-Term	29
SFTY-12	SR 365 Vehicle Approaching Notification Systems	YMCA Dr	Hall Co. Line	Add flashing vehicle approaching signs at unsignalized intersections including White Sulphur Rd at Cagle Rd, Howard Rd at While Sulphur Rd where approaching vehicles cannot be seen from stop bars.	Gainesville Lula Unincorporated Hall Co.	No	Medium-Term	26
SFTY-13	SR 365 Signal Notifications	YMCA Dr	Hall Co. Line	Design and install flashing signal approaching signs on SR 365 at Ramsey Rd, between Athens St and SR 52, and approaching Cagle Rd.	Gainesville Lula Unincorporated Hall Co.	No	Medium-Term	26

*Safe Routes to School

PROJECT ID	PROJECT NAME	START LIMIT	END LIMIT	PROJECT DESCRIPTION	INTERSECTING JURISDICTIONS	SRTS* ELIGIBLE?	TIMEFRAME DESIGNATION	TOTAL SCORE
SFTY-14	SR 365 Lighting Improvements	YMCA Dr	Hall Co. Line	Assess whether the AASHTO lighting warrant is met and if so, follow the GDOT Lighting Design Process to install lighting along SR 365.	Gainesville Lula Unincorporated Hall Co.	No	Medium-Term	26
INT-04	SR 365 at Athens Street in Lula Intersection Improvements			Reconfigure or make geometric improvements, add improvements: full signalization, or installation of dedicated turn lanes.	Unincorporated Hall Co.	No	Medium-Term	25
INT-05	SR 365 at Belton Bridge Road Traffic Signal Warrant Analysis/Improvements			Implement safety improvements consistent with on-going SR 365 Planning Study.	Lula Unincorporated Hall Co.	No	Medium-Term	25
R-05	E.E. Butler Parkway/MLK Jr. Boulevard/Athens Street Roundabout			Reconfigure or make geometric improvements. Complete Intersection Control Evaluation, potentially install roundabout, based on results.	Gainesville	No	Medium-Term	25
PED-08	Main Street Pedestrian Corridor in Downtown Gainesville	Academy Street NW	Industrial Blvd	Create sidewalks and pedestrian improvements at Main St intersections in downtown Gainesville.	Gainesville	Yes	Medium-Term	24
R-04	Green Street at SR 60/US 129 Roundabout			Reconfigure or make geometric improvements. A roundabout, if determined to be feasible, could improve the intersection safety and performance.	Gainesville	No	Medium-Term	23

*Safe Routes to School

PROJECT ID	PROJECT NAME	START LIMIT	END LIMIT	PROJECT DESCRIPTION	INTERSECTING JURISDICTIONS	SRTS* ELIGIBLE?	TIMEFRAME DESIGNATION	TOTAL SCORE
INT-09	White Sulphur at Railroad/Crescent Drive/Pine Valley Road Intersection Improvements			Reconfigure or make geometric improvements. Specific safety countermeasures to consider include signalization of the intersection, installation of sidewalks, installation of high-visibility crosswalks.	Gainesville	Yes	Medium-Term	22
INT-11	E.E. Butler Parkway at Chestnut Street Intersection Improvements			Shift the existing intersection to the north, further away from intersection of Athens Hwy and Ridge Rd. Extend southbound left turn lane on Athens Hwy on approach to Ridge Rd to prevent left turn traffic queues from blocking the through lane.	Gainesville	No	Medium-Term	22
SFTY-05	Queen City Parkway Sidewalk Installation	Industrial Blvd	Candler Road	Install sidewalks on both sides of Queen City Pkwy.	Gainesville Unincorporated Hall Co.	Yes	Medium-Term	22
SFTY-11	Old Cornelia Hwy Corridor Safety Improvements	Jesse Jewell Parkway	Cemetery Road	Construct improvements in downtown Gainesville. Install sidewalks, roundabouts, right-in/right-out, roadway departure safety countermeasures.	Gainesville Lula Unincorporated Hall Co,	Yes	Medium-Term	22
SFTY-15	SR 365 Incident Area/Crash Investigation Site Installations	YMCA Dr	Hall Co. Line	Construct pull-off areas along the corridor to allow emergency responders and motorists to move incidents away from travel lanes. Area can also be used for crash investigation.	Gainesville Lula Unincorporated Hall Co.	No	Medium-Term	22

*Safe Routes to School

PROJECT ID	PROJECT NAME	START LIMIT	END LIMIT	PROJECT DESCRIPTION	INTERSECTING JURISDICTIONS	SRTS* ELIGIBLE?	TIMEFRAME DESIGNATION	TOTAL SCORE
SFTY-17	Candler Road Corridor Safety Improvements	I-985	Hall Co. Line	Construct sidewalks, roundabouts, right-in/right-outs, roadway departure countermeasures (where there are curve and visibility issues), without ROW acquisition.	Gainesville Unincorporated Hall Co.	Yes	Medium-Term	22
INT-01	Hilton Drive at Browns Bridge Road Intersection Improvements			Reconfigure or make geometric improvements. Specific safety countermeasures to consider include signalization of the intersection; installation of sidewalks along Browns Bridge Rd and Hilton Dr; and installation of a high-visibility crosswalks.	Gainesville	No	Medium-Term	21
SFTY-07	E.E. Butler Parkway Sidewalk Installation	High Street SE	I-985	Install sidewalks on both sides of the corridor.	Gainesville	Yes	Medium-Term	21
INT-03	I-985 at SR 53 Diverging Diamond Interchange			Convert the existing SR 53/I-985 interchange to a Diverging Diamond Interchange.	Oakwood	No	Medium-Term	20
R-07	Mountain View Road at Old Oakwood Road Roundabout			Reconfigure or make improvements - including a potential roundabout. An Intersection Control Evaluation should be completed.	Unincorporated Hall Co.	No	Medium-Term	20
CYC-01	Washington Street Cycling Improvements	Prior Street NE	John Morrow Parkway	Construct cycling improvements in downtown Gainesville. Improvements can include cycle track, semi-protected bike lanes, sharrows, or others.	Gainesville	Yes	Long-Term	18

*Safe Routes to School

Recommended for Washington Street Cycling Improvements, Washington Street, Gainesville, GA

07

Annual Monitoring and Evaluation

Downtown Gainesville,
City of Gainesville, GA

Evaluation Strategies and Metrics

After establishing a baseline of safety conditions, providing a vision for the future, and deciding what strategies and actions should be taken to address safety, ***the Safety Action Plan includes methods for evaluating the progress and efficacy of the safety strategies.***

Wider in scope than a before-and-after study of a single roadway, monitoring and evaluation makes it clear to all agencies, stakeholders, and the public, what steps have been taken to improve safety and how crash trends have changed. Below, a few strategies for self-evaluation are recommended.

Traffic Safety Committee

Action Plan Strategy: Integrate Safety into All Departments and Ensure Multi-Agency Coordination.

A Traffic Safety Committee will track the Safety Action Plan's implementation, to help it stay on track. A committed advisory group, who meets regularly, supports the success of individual projects and communication across agencies. The Traffic Safety Committee can include members of the Safety Action Plan Steering Committee.

While the committee's directives will ultimately be established based on member feedback, potential activities could include:

- Review updated crash/safety data to discuss new crash profiles or potential changes to the HIN
- Identify ongoing efforts and opportunities for coordination
- Provide feedback on equitable engagement strategies for different types of safety projects
- Serve in an advisory capacity on implementation actions and progress

Multi-Agency Fatal Crash Rapid-Response Team

Action Plan Strategy: Create and Implement a Multi-Agency Fatal Crash Rapid-Response Team, Integrating with Existing Georgia State Patrol Efforts where Possible.

After establishment of a Traffic Safety Committee, the committee can create a Fatal Crash Rapid-Response Team for fatal crashes. This team will work to understand the engineering and design failures at play when a fatal crash occurs. This can be done in close coordination with the Georgia State Patrol's Specialized Reconstruction Team. By responding to a fatal crash through a field survey and analysis of crash conditions, quick action and recommendations can be made to lessen the likelihood of a future crash occurring. The Fatal Crash Rapid-Response Team will meet to review police report details, observe behavior at the site, and document the current conditions at the scene of the crash. Members of the team can also serve on the Traffic Safety Committee to facilitate coordination and discuss implementation progress quarterly.

Complete Street Design Guidelines

Action Plan Strategy: Adopt a Complete Streets Policy; Adopt National Association of City Transportation Officials (NACTO) Design guidelines for roadways.

The adoption of Complete Streets supportive design guides by Hall County and the municipalities will update all existing design standards to reflect Complete Streets principles and prioritize the Safe System Approach. These design guidelines will advance safety principles and overall corridor livability throughout Hall County and will apply to future development, maintenance, and major roadway reconstruction projects.

Annual Report Card

The Hall County Safety Action Plan's implementation is a long-term commitment by multiple agencies and jurisdictions to traffic safety. To increase transparency between government and the general public, Gainesville-Hall Metropolitan Planning Organization (GHMPO) will publish progress reports annually. These reports are intended to offer a holistic picture of changes to policy, updates on implemented projects or programs, and most critically, changes in crash numbers and outcomes.

The report can include the following metrics:

Table 12 • Annual Report Card Metrics

METRICS	DATA SOURCE
Total killed or serious injury (KSI) crashes by jurisdiction and county-wide Map of KSI crashes in the county and in the municipalities KSI crash rate by jurisdiction Vulnerable road user KSI crashes by jurisdiction and countywide Number of KSI crashes in vulnerable areas (see Safer Road Users Action Item 2C) Percentage change in KSI crashes and crash types Percentage of KSI crashes occurring on HIN	GDOT Crash Data Dashboard, County HIN, County Road Network, Vulnerable Area Index
Number of initiated safety projects in the year Number of continuing safety projects in the year Number of completed safety projects in the year	Unified Planning Work Program, Capital Improvements Plan
Roadway design, traffic safety, and enforcement policy changes in the year Miles of new and repaired sidewalk Miles of new bikeway projects under construction	Public Works
Number of targeted enforcement campaigns conducted	Sheriff's Department
Number of educational campaigns conducted	Communications, Public Works, Safe Routes to School (SRTS) Program
Number of completed WeGO transit trips	Hall Area Transit, Hall County
Status of individual strategies and action items	Hall County, GHMPO

Strategies and Metrics Template Table

A simplified version of the strategies and actions table from Chapter 5, this table can be included in the annual monitoring report.

Table 13 • Safer Road Users Metrics

#	ACTION	METRICS	AGENCIES INVOLVED
1.A	Adopt a Zero-Death resolution by 2050 at each level of government.	Zero-Death resolution adopted.	GHMPO / Hall County / Mayor's Office (Flowery Branch, Gainesville, and Oakwood)
1.B	Share annual progress reports. Commit to the semi-annual report card summary (see Annual Report Card Table above) in the Zero-Death resolution.	Two annual reports with summary statistics.	GHMPO / Hall County / Mayor's Office (Flowery Branch, Gainesville, and Oakwood)
1.C	Continue participation in Georgia Association of Metropolitan Planning Organizations.	Active representative attends Georgia Association of Metropolitan Planning Organizations meetings.	GHMPO
2.A	Develop engagement and safety education materials in Spanish.	Bilingual education campaigns (flyers, slogans, presentations).	Hall County
2.C	Develop a vulnerable area index that accounts for socioeconomic factors to use during project prioritization.	Map of vulnerable areas and scores.	Public Works: Hall County, cities of Flowery Branch, Oakwood, and Gainesville
3.A	Launch road safety education campaigns targeting risky behaviors like aggressive driving and speeding.	Number of safety campaigns launched. Reduction in KSI crashes and speeding.	GHMPO / Hall County / Mayor's Office (Flowery Branch, Gainesville, and Oakwood) / GDOT
3.B	Conduct trainings for County, GHMPO, and City staff on safety countermeasures and Complete Streets policies and best practices.	Number of staff engaged in trainings.	GHMPO / GDOT / Cities of Flowery Branch, Oakwood, and Gainesville
3.C	Implement targeted enforcement actions in high-crash zones to address risky behaviors like failure to yield to pedestrians, speeding, distracted driving.	Number of targeted enforcement campaigns. Reduction in tickets after repeated enforcement.	GHMPO / Hall County / Cities of Flowery Branch, Oakwood, and Gainesville

Table 14 • Safer Roads Metrics

#	ACTION	METRICS	AGENCIES INVOLVED
1.A	Adopt a Complete Streets Policy.	Complete Streets Policy added to local code.	Hall County / City of Flowery Branch / GHMPO
1.B	Adopt NACTO design guidelines for roadways.	Design Guidelines added to the Roadway Standards.	GHMPO / Public Works: Hall County, cities of Flowery Branch, Oakwood, and Gainesville
1.C	Review and update existing policies and plans (Access Plan, Land Disturbance Permit, Development Plans, County and Cities Street Lighting Policy, County Residential Speed Control Program, and Traffic Calming Device and Speed Hump Program) for multimodal and safety considerations.	Plans and policies updated to create safe multimodal travel.	Public Works: Hall County, cities of Flowery Branch, Oakwood, and Gainesville
1.D	Update Design Standards and Traffic Operations Procedures to reflect the Complete Streets Policy and to allow encourage innovation in safety practices (e.g., quick-build and pilot projects).	Update to the Roadway Standards.	Public Works: Hall County, cities of Flowery Branch, Oakwood, and Gainesville
1.E	Create and adopt Quick-Build Policy and Pedestrian Crossing Policy.	Policy added to local code.	Public Works: Hall County, cities of Flowery Branch, Oakwood, and Gainesville
2.A	Implement safety treatments along the HIN.	Number of projects on HIN. Reduction in KSI crashes. Number of completed safety projects in the year.	Public Works: Hall County, cities of Flowery Branch, Oakwood, and Gainesville / GDOT
2.B	Implement signal and operational improvements along the HIN.	Number of improvements on HIN. Reduction in KSI crashes.	Public Works: Hall County, cities of Flowery Branch, Oakwood, and Gainesville
2.C	Diversify funding sources for long-term funding availability.	Number of grant applications. Amount of funding secured.	GHMPO / Hall County / Cities of Flowery Branch, Oakwood, and Gainesville

Table 14 continued

#	ACTION	METRICS	AGENCIES INVOLVED
2.D	Review and update the reconstruction and resurfacing prioritization process with greater weight given to safety needs.	Update the reconstruction and resurfacing selection to prioritize dangerous roadways.	Public Works: Hall County, cities of Flowery Branch, Oakwood, and Gainesville
3.A	Update the sidewalk gap inventory and priority projects list.	Current inventory of sidewalk gaps and priority projects made available.	Public Works: Hall County, cities of Flowery Branch, Oakwood, and Gainesville
3.B	Create a motorcycle safety priority project list.	Current list of motorcycle priority projects made available.	Public Works: Hall County, cities of Flowery Branch, Oakwood, and Gainesville
3.C	Implement targeted lighting installation program, starting with poorly lit HIN segments. Combine lighting installation with other safety countermeasure projects.	Number of lighting improvements installed. Increase in miles of HIN with adequate lighting.	Public Works: Hall County, cities of Flowery Branch, Oakwood, and Gainesville / Georgia Power / GDOT
3.D	Identify high-priority pedestrian and bicycle safety improvements in Gainesville.	Current list of pedestrian and bicycle priority projects made available.	City of Gainesville Public Works / GDOT
3.E	Identify high-priority intersection improvements on high-speed, non-interstate roadways within Flowery Branch.	Current list of intersection priority projects on high-speed roads made available.	City of Flowery Branch Public Works / GDOT
3.F	Identify high-priority corridor improvements on high-speed, non-interstate roadways within Oakwood.	Current list of priority projects on high-speed roads made available.	City of Oakwood Public Works / GDOT
4.A	Develop SRTS Plans in each municipality.	Completed SRTS Plans.	GHMPO / Hall County / Cities of Flowery Branch, Oakwood, and Gainesville / GDOT
4.B	Apply for funding through GDOT to finance the implementation of safety improvements in high-priority school zones.	Amount of funding secured.	GHMPO / Cities of Flowery Branch, Oakwood, and Gainesville / Hall County / GDOT
5.A	Develop a Rural Road Safety Program and coordinate rural safety improvements with maintenance activities.	Number of safety and maintenance projects in rural areas. Reduction in rural KSI crashes.	Hall County GHMPO Cities of Flowery Branch, Oakwood, and Gainesville GDOT

Table 15 • **Safer Vehicles Metrics**

#	ACTION	METRICS	AGENCIES INVOLVED
1.A	Equip public vehicle fleet with safety technologies, including automatic emergency braking, forward collision warning systems, lane keep assist, etc.	Percentage of public fleet equipped with safety technology.	GHMPO / Hall County / Cities of Flowery Branch, Oakwood, and Gainesville
1.B	Integrate and connect small, electric mobility options in high visibility microtransit, scooters, bike sharing, and golf carts. Deploy through zones and road classifications.	Presence of micromobility and microtransit service.	WeGO / Hall County Area Transit / Public Works

Table 16 • Safer Speeds Metrics

#	ACTION	METRICS	AGENCIES INVOLVED
1.A	Update Roadway Design Standards to include "self-enforcing" roads that naturally encourage speed-limit adherence.	Update to the Roadway Standards.	GMHPO / Hall County / Cities of Flowery Branch, Oakwood, and Gainesville
1.B	Update the Hall County and Gainesville Traffic Calming Policies to prioritize HIN improvements and diversify traffic calming devices.	Updated policy. Number of traffic calming treatments close to HIN. Reduction in speeding and KSI crashes on treated roads.	Hall County Public Works / City of Gainesville Public Works
1.C	Develop a Residential Traffic Calming Policy for Oakwood and Flowery Branch.	Policy adopted by the cities.	City of Flowery Branch Public Works / City of Oakwood Public Works
1.D	Adjust traffic signal timings to increase pedestrian crossing times and to encourage driving at lower speeds.	Reduced pedestrian crashes at intersections.	Public Works: Hall County, cities of Flowery Branch, Oakwood, and Gainesville
1.E	Increase use of speed feedback signs on HIN.	Number of signs placed on HIN. Change in speeding tickets issued. Reduction in KSI crashes on HIN.	Public Works: Hall County, cities of Flowery Branch, Oakwood, and Gainesville
2.A	Identify and implement context-appropriate, lower speed limits on HIN.	Number of street segments where posted speeds were reduced.	Public Works: Hall County, cities of Flowery Branch, Oakwood, and Gainesville
2.B	Implement school-zone speed safety cameras along and near the HIN, along high-speed arterials, and in school zones with documented speeding problems.	Number of school zones with speed cameras. Reduction in speeding in school zones.	Public Works: Hall County, cities of Flowery Branch, Oakwood, and Gainesville
2.C	Move away from the 85th percentile method for setting speed limits.	Change in speed-limit setting methodology. New low-speed zones. New speed limits for certain zoning districts or road classifications.	Public Works: Hall County, cities of Flowery Branch, Oakwood, and Gainesville

Table 17 • **Post-Crash Care Metrics**

#	ACTION	METRICS	AGENCIES INVOLVED
1.A	Create and implement a multi-agency Fatal Crash Rapid-Response Team (Traffic Safety Committee), integrated with the existing Georgia State Patrol where possible.	Regular meeting of committee. Participation from all stakeholders.	GHMPO / Hall County / Cities of Flowery Branch, Oakwood, and Gainesville / Hall County Sheriff's Office / Municipal police departments / GDOT / Georgia State Patrol (Specialized Reconstruction Team)
1.B	Update and expand systemic safety analysis to monitor the progress and effect of strategies and actions. Update the Safety Action Plan at least every five years.	Release of updated Safety Action Plan in 2030.	GHMPO
1.C	Update crash data annually and incorporate findings in strategic safety planning.	Publish annual crash trends.	GHMPO / Hall County / Cities of Flowery Branch, Oakwood, and Gainesville

Athens Highway (US 129/GA 11) and Gainesmill Road, Gainesville, GA, corridor on All Modes, High Injury Network.

GAINESVILLE-HALL
Metropolitan Planning Organization

2875 Browns Bridge Road
Gainesville, GA 30504
Tel: 770.297.5541
ghmpo.org

A Resolution by the Gainesville-Hall Metropolitan Planning Organization Policy Committee Adopting the Hall County Safety Action Plan and Adopting a Goal to Work Towards Zero Traffic-Related Deaths and Serious Injuries by 2050

WHEREAS, the Gainesville-Hall Metropolitan Planning Organization is the designated Metropolitan Planning Organization for transportation planning within the Gainesville Metropolitan Area Boundary which includes all of Hall County and a portion of Jackson County following the 2020 Census; and

WHEREAS, the Policy Committee (PC) is the recognized decision making body for transportation planning with the Gainesville-Hall Metropolitan Planning Organization (GHMPO); and

WHEREAS, between 2018 and 2022, Hall County, Georgia has lost 130 people and witnessed another 625 people experience a serious or life-threatening injury due to traffic collisions; and

WHEREAS, creating safe, user-friendly streets will encourage active transportation, improving population health, air quality, access to healthy foods, and overall public well-being; and

WHEREAS, crashes that result in death or serious injury are not inevitable, but largely preventable, and GHMPO acknowledges that the only acceptable goal is to eliminate traffic-related deaths and serious injuries; and

WHEREAS, the Hall County Safety Action Plan will present GHMPO's commitment and recommended strategies to eliminating traffic-related deaths and serious injuries; and

WHEREAS, the Hall County Safety Action Plan will highlight needs for historically disadvantaged communities and the most vulnerable users of the transportation system;

NOW, THERE, BE IT RESOLVED that the Gainesville-Hall Metropolitan Planning Organization adopts the Hall County Safety Action Plan.

A motion was made by PC member Kathy Cooper and seconded by PC member Jeff Stowe and approved this the 6th Day of May, 2025.

Chairman Marty Clark, Chair
GHMPO Policy Committee

Joseph Boyd, MPO Director
GHMPO

HALL COUNTY GEORGIA · GHMPO · FLOWERY BRANCH Always Blooming! EST 1874 · GAINESVILLE · CITY OF OAKWOOD · Gresham Smith

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (06/09/25)**

REPORT TO: **Voting Meeting (06/12/25)**

ITEM NO: 357/2025

SUBJECT: Approve the purchase one (1) Fully Equipped 2022 Chevrolet Tahoe Pursuit Vehicle for the Sheriff Office to Thomas J Madden and Assoc Inc. of Buford, GA, in the amount of $72,000.00.

Meetings:

Work Session Date: 06/09/25

Voting Meeting Date: 06/12/25

Executive Summary:

Presenter: SMF

Recommendation:
Approve.

Purpose of Request:
Approve the purchase one (1) Fully Equipped 2022 Chevrolet Tahoe Pursuit Vehicle for the Sheriff Office to Thomas J Madden and Assoc Inc. of Buford, GA, in the amount of $72,000.00.

History:
Thomas J Madden and Assoc Inc. is a vendor in good standing with the County.

Facts and Issues:
Thomas J Madden and Assoc Inc., the lowest and responsible bidder for this fully loaded vehicle, has the 2022 Chevrolet Tahoe Pursuit on their lot as indicated by the VIN # on their quote for $72,000.00.

Options:

Funding Requested	$ 72,000.00
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	Approve	Purchasing
CB	SC	SC	AP
Budget	**Finance**	**Attorney**	**Administration**
JM	TS	WLI	CR
Clerk			
JR			

Attachments:

Financial Supplement
Quotes

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 357/2025

Funds Requested: $ 72,000.00

Request Budgeted: Yes

Proposed Source of Funding:

SPLOST VIII

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	324-SPLOST VIII	3323-SHERIFFâ€PATROL	542200-MOTOR VEHICLES	$72,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: JM

Phone: 678-618-1235

madden associates

Quote Number	00002415	Expiration Date	12/31/2025
Prepared By	Richard Morris	Email	rmorris@tjmadden.com

Bill To Name	Hall Co Sheriff's Office	Ship To Name	Hall Co Sheriff's Office
Bill To	2859 Browns Bridge Road Gainesville, GA 30504 USA	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		2022 Chevrolet Tahoe - Demo Vehicle	$60,000.00	$60,000.00
1.00	Whelen	E326	LEGACY TRIO WCX 54" RBG		$0.00	$0.00
1.00	Whelen	MKAJ101	ADJ LIGHTBAR MOUNT KIT #101		$0.00	$0.00
1.00	Whelen	S30MBB	30" SUMMIT W/BLU WARN &MKR 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	C399	CENCOM CORE WCX CONTROL CENTER		$0.00	$0.00
4.00	Whelen	CEM16	WeCanX 16 OUTPUT EXPANSION MOD		$0.00	$0.00
2.00	Whelen	SA315U	SA315U SPEAKER, BLACK PLASTIC		$0.00	$0.00
2.00	Whelen	SAK70	SA-315 MT KIT 2021 CHEVY TAHOE		$0.00	$0.00
1.00	Whelen	CEXAMP	WeCanX EXTERNAL AMPLIFIER		$0.00	$0.00
1.00	Whelen	CCTL6	WeCanX KNOB/SLIDE CONTROL HEAD		$0.00	$0.00
1.00	Whelen	C399K6	OBD II CANPORT KIT TAHOE/SUB		$0.00	$0.00
1.00	Whelen	BSFW54XT	I-E FST WCX TRIO 12-LT TAHOE		$0.00	$0.00
1.00	Whelen	CHOWLER	WCX LOW FREQUENCY SIREN SYSTEM		$0.00	$0.00
1.00	Whelen	HWLRB25K	REPLACE. HOWLER BKT 2017 TAHOE		$0.00	$0.00
1.00	Whelen	RPWT54	ION REAR PILLAR WC TRIO TAHOE		$0.00	$0.00
1.00	Whelen	BS54ZT	I-E RST WCX 10-LT TRIO TAHOE		$0.00	$0.00
1.00	Whelen	MBCT21	ION MIRROR-BEAM HSGS '21 TAHOE		$0.00	$0.00
2.00	Whelen	TCRWX6	WeCanX TRACER 6-LAMP HOUSING		$0.00	$0.00
1.00	Whelen	TCRB54A	TRACER MTG KIT 2021 TAHOE OVER		$0.00	$0.00
1.00	Whelen	IONBKT1	ION LICENSE PLATE BKT HORIZ.		$0.00	$0.00
1.00	Whelen	P46SC	PAR-46 SUPER-LED SPOT LT 12V		$0.00	$0.00
2.00	Whelen	ARGES2	ARGES PROFOCUS REMOTE SPOTLT		$0.00	$0.00
1.00	Whelen	ARG54P	PASS FENDER MT 2021 TAHOE		$0.00	$0.00
1.00	Whelen	ARG54D	DRVR FENDER MT 2021 TAHOE		$0.00	$0.00
1.00	Whelen	ARGCH1	ARGES BAIL MT CONTROL HEAD		$0.00	$0.00

madden associates

2.00	Whelen	PSJ02FCR	STRIP-LITE+ DUO FLASHR RED/BLU		$0.00	$0.00
2.00	Whelen	PSE02FCR	STRIP-LITE+ DUO FLASHR BLU/WHT		$0.00	$0.00
4.00	Whelen	TLI2E	ION T-SERIES LINEAR DUO B/W		$0.00	$0.00
2.00	Whelen	TLI2M	ION T-SERIES LINEAR DUO B/A		$0.00	$0.00
2.00	Whelen	TLI2J	ION T-SERIES LINEAR DUO R/B		$0.00	$0.00
2.00	Whelen	60CREGCS	12V WHT/RED 6" COMPARTMENT LT		$0.00	$0.00
1.00	Whelen	LF35	LiFe 12V RECHARGEABLE AREA LT		$0.00	$0.00
1.00	Whelen	PELCB	PERIMETER ENHANCEMENT LT BLK		$0.00	$0.00
1.00	Whelen	PSCOMPH	STRIP-LITE+ COMPARTMENT LT HI		$0.00	$0.00
1.00	Whelen	CV2V	VEHICLE-TO-VEHICLE SYNC MODULE		$0.00	$0.00
1.00	Progard	PB5721HDL005	HD PB w/ Four Whelen Ion Duo Smoked Lens Blue/White Lights		$0.00	$0.00
1.00	Progard	P1826T21AOSB	Dual Compartments, Pro-Cell, Full Partition (Includes Recessed Panel) w/ Outboard Seat Belts		$0.00	$0.00
1.00	Progard	GVPMD-H	Vertical Partition Mount Dual Weapon Tri-Lock Gun Rack w/ Handcuff Key		$0.00	$0.00
1.00	Havis	TSD-201	12.5" Capacitive Touch Screen Display With Integrated Hub		$0.00	$0.00
1.00	Havis	C-UMM-103	Universal Monitor Mount Assembly		$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	PKG-KB-205	Package - Chiclet Keyboard With Mount		$0.00	$0.00
1.00	Havis	PKG-VSX-1800-TAH-PM-3	Package - Wide VSX Console With Front Printer Mount For Tablet Docking Stations For 2021-2024 Chevrolet Tahoe PPV & SSV		$0.00	$0.00
1.00	Havis	C-W-MC1	Mic Clip Bracket W/ Mic Clip For Wide VSW Consoles		$0.00	$0.00
1.00	Havis	C-FP-3	3" Filler Plate		$0.00	$0.00
1.00	Havis	C-EBX-WHE-1	VSX Console - Equipment Bracket Kit For Front Tray Siren Light Control - Whelen		$0.00	$0.00
1.00	Havis	C-EB40-WSB-1P	1-Piece Equipment Mounting Bracket, 4" Mounting Space, Fits Whelen Arges Remote Spotlight Control Head		$0.00	$0.00
1.00	Havis	C-W-LP1-USB	Single Lighter Plug and Single USB Bracket for Wide VSW Consoles		$0.00	$0.00
1.00	Havis	C-APW-0744	7" Accessory Pocket, 4.4" Deep For 3.3"W Section Of Wide Consoles		$0.00	$0.00
1.00	Havis	PKG-TTP-TAH-101	Forward & Rearward Trunk Tray Box Combo For 2021-2024 Chevrolet Tahoe		$0.00	$0.00
1.00	Havis	SBX-PK3-C01-01-257-T2	Premium 2-Drawer Package With Trunk Trays For 2021-2024 Chevrolet Tahoe		$0.00	$0.00
			2021-2024 Chevrolet Tahoe Modular Storage			

madden associates

1.00	Havis	SBX-5008	Drawer Mount		$0.00	$0.00
1.00	Havis	SBX-1010	Wide Medium Height Storage Drawer With Push-Button Combination Lock		$0.00	$0.00
1.00	Havis	SBX-4011	Riser Kit For Modular Storage Drawer In 2021-2024 Chevrolet Tahoe		$0.00	$0.00
1.00	Havis	SBX-3004	Wide Open Storage Topper		$0.00	$0.00
2.00	Havis	C-FLW-3555-STR	Flashlight Charger Pocket for Wide Console 3.3" Mounting Space		$0.00	$0.00
1.00	Havis	SBX-4012	Foam Inserts For Wide Medium Height Storage Drawers		$0.00	$0.00
1.00	Havis	C-DMT-TAH	Dash Mount Tray For 2021-2024 Chevrolet Tahoe		$0.00	$0.00
1.00	Elsag	140033	ELSAG Plate HunterTM M7 – 3 Camera		$12,000.00	$12,000.00

Total Price	$72,000.00
Grand Total	$72,000.00

2022 Chevrolet Tahoe - Madden & Associates Demo Tahoe

VIN# 1GNSCLED9NR221149

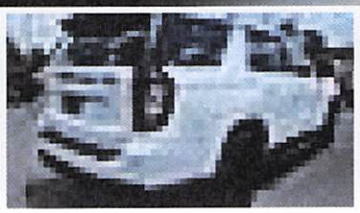
Vehicle Miles: 48,150

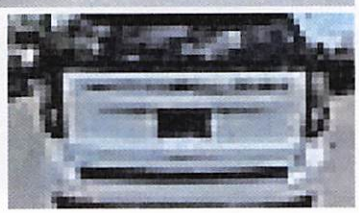
Quote #1

Fully Equipped

Car

Sign up





2022 Chevrolet Tahoe

Commercial RWD

Used · 48,807 miles

$, Your price

$37,640 List price w/o taxes, fees, & accessories

Discounts available

Excellent price

QUOTE #2

$37,640.00

+ $78,084.42 (EQUIPMENT)

TOTAL COST $115,724.42

Jacobs Mitsubishi

New Port Richey, FL (424 mi away)

Overview

- Exterior: Summit White
- Interior: Jet Black
- 48,807 miles
- Fuel Type: Gas
- 15 city / 20 highway
- Automatic Transmission
- RWD
- 5.3L V-8 Gas
- New Port Richey, FL (424 miles away)
- Listed 32 days ago
- VIN: 1GNSCLED6NR201683
- Stock Number: K201683

View more details

Vehicle History Report
0 Accidents
0 Owners
Clean Title
Personal Use
Condition data as of 4/10/2025

View full report

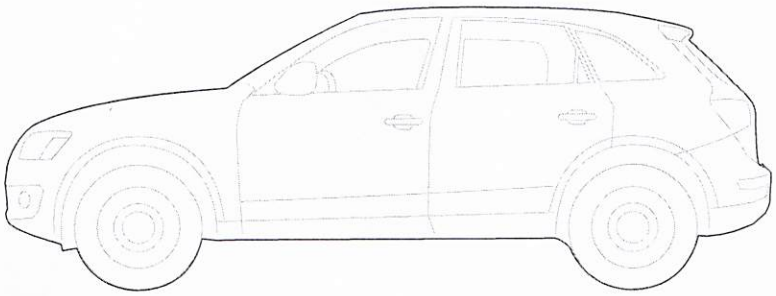
Pricing

List price	$37,640
Average list price	$51,735

The list price of **$37,640** for this 2022 Chevrolet Tahoe is an excellent price! The average list price for similar models is **$51,735**.

Car

Sign up



2022 Chevrolet Tahoe

Commercial RWD
Used · 42,051 miles

QUOTE #3 $38,455.00
+ $78,084.42 (EQUIPMENT)

$, Your price

$38,455 List price w/o taxes, fees, & accessories

Excellent price

TOTAL COST $116,539.42

$639 delivery option
Gainesville, GA

Jacobs Mitsubishi Wesley Chapel

Wesley Chapel, FL (431 mi away)

Overview

- Exterior: Summit White
- Interior: Jet Black
- 42,051 miles
- Fuel Type: Gas
- 15 city / 20 highway
- Automatic Transmission
- RWD

5.3L V-8 Gas

Wesley Chapel, FL (431 miles away)

Listed 6 days ago

VIN: 1GNSCLEDXNR249848

Stock Number: K249848V

View more details

Vehicle History Report

0 Accidents

0 Owners

Clean Title

Personal Use

Condition data as of 5/6/2025

View full report

Pricing

List price	$38,455
Average list price	$51,735

The list price of **$38,455** for this 2022 Chevrolet Tahoe is an excellent price! The average list price for similar models is **$51,735**.

Learn More

Know your price and save time at the dealership!

Unlock dealer pricing

Customize your payments

Calculate your out-the-door price with taxes and fees

Schedule an appointment to view or test drive the car at the dealership

$, Your price

See your actual price

madden associates

Quote Number	00002396	Expiration Date	12/31/2025
Prepared By	Richard Morris	Email	rmorris@tjmadden.com

Bill To Name	Hall Co Sheriff's Office	Ship To Name	Hall Co Sheriff's Office
Bill To	2859 Browns Bridge Road Gainesville, GA 30504 USA	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		2022 Chevrolet Tahoe - Demo Vehicle	$48,000.00	$48,000.00
1.00	Whelen	E326	LEGACY TRIO WCX 54" RBG		$8,250.00	$8,250.00
1.00	Whelen	MKAJ101	ADJ LIGHTBAR MOUNT KIT #101		$112.00	$112.00
1.00	Whelen	S30MBB	30" SUMMIT W/BLU WARN &MKR BLK		$1,648.00	$1,648.00
1.00	Whelen	SUBKT1B	Summit Universal mount kit 9-44"		$0.00	$0.00
2.00	Whelen	SUCBL15	SUMMIT 15' CABLE		$115.00	$230.00
1.00	Whelen	C399	CENCOM CORE WCX CONTROL CENTER		$1,383.00	$1,383.00
4.00	Whelen	CEM16	WeCanX 16 OUTPUT EXPANSION MOD		$286.00	$1,144.00
2.00	Whelen	SA315U	SA315U SPEAKER, BLACK PLASTIC		$403.00	$806.00
2.00	Whelen	SAK70	SA-315 MT KIT 2021 CHEVY TAHOE		$51.00	$102.00
1.00	Whelen	CEXAMP	WeCanX EXTERNAL AMPLIFIER		$368.00	$368.00
1.00	Whelen	CCTL6	WeCanX KNOB/SLIDE CONTROL HEAD		$463.00	$463.00
1.00	Whelen	C399K6	OBD II CANPORT KIT TAHOE/SUB		$185.00	$185.00
1.00	Whelen	BSFW54XT	I-E FST WCX TRIO 12-LT TAHOE		$1,392.00	$1,392.00
1.00	Whelen	CHOWLER	WCX LOW FREQUENCY SIREN SYSTEM		$925.00	$925.00
1.00	Whelen	HWLRB25K	REPLACE. HOWLER BKT 2017 TAHOE		$239.00	$239.00
1.00	Whelen	RPWT54	ION REAR PILLAR WC TRIO TAHOE		$2,202.00	$2,202.00
1.00	Whelen	BS54ZT	I-E RST WCX 10-LT TRIO TAHOE		$1,495.00	$1,495.00
1.00	Whelen	MBCT21	ION MIRROR-BEAM HSGS '21 TAHOE		$485.00	$485.00
2.00	Whelen	TCRWX6	WeCanX TRACER 6-LAMP HOUSING		$1,337.00	$2,674.00
1.00	Whelen	TCRB54A	TRACER MTG KIT 2021 TAHOE OVER		$107.00	$107.00
1.00	Whelen	IONBKT1	ION LICENSE PLATE BKT HORIZ.		$44.00	$44.00
1.00	Whelen	P46SC	PAR-46 SUPER-LED SPOT LT 12V		$307.00	$307.00
2.00	Whelen	ARGES2	ARGES PROFOCUS REMOTE SPOTLT		$894.00	$1,788.00
1.00	Whelen	ARG54P	PASS FENDER MT 2021 TAHOE		$113.00	$113.00
1.00	Whelen	ARG54D	DRVR FENDER MT 2021 TAHOE		$113.00	$113.00
1.00	Whelen	ARGCH1	ARGES BAIL MT CONTROL HEAD		$345.00	$345.00

madden
associates

2.00	Whelen	PSJ02FCR	STRIP-LITE+ DUO FLASHR RED/BLU	$213.00	$426.00
2.00	Whelen	PSE02FCR	STRIP-LITE+ DUO FLASHR BLU/WHT	$213.00	$426.00
4.00	Whelen	TLI2E	ION T-SERIES LINEAR DUO B/W	$195.00	$780.00
2.00	Whelen	TLI2M	ION T-SERIES LINEAR DUO B/A	$195.00	$390.00
2.00	Whelen	TLI2J	ION T-SERIES LINEAR DUO R/B	$195.00	$390.00
2.00	Whelen	60CREGCS	12V WHT/RED 6" COMPARTMENT LT	$252.00	$504.00
1.00	Whelen	LF35	LiFe 12V RECHARGEABLE AREA LT	$1,366.00	$1,366.00
1.00	Whelen	PELCB	PERIMETER ENHANCEMENT LT BLK	$230.00	$230.00
1.00	Whelen	PSCOMPH	STRIP-LITE+ COMPARTMENT LT HI	$171.00	$171.00
1.00	Whelen	CV2V	VEHICLE-TO-VEHICLE SYNC MODULE	$363.00	$363.00
1.00	Progard	PB5721HDL005	HD PB w/ Four Whelen Ion Duo Smoked Lens Blue/White Lights	$1,803.00	$1,803.00
1.00	Progard	P1826T21AOSB	Dual Compartments, Pro-Cell, Full Partition (Includes Recessed Panel) w/ Outboard Seat Belts	$4,951.00	$4,951.00
1.00	Progard	GVPMD-H	Vertical Partition Mount Dual Weapon Tri-Lock Gun Rack w/ Handcuff Key	$707.00	$707.00
1.00	Havis	TSD-201	12.5" Capacitive Touch Screen Display With Integrated Hub	$1,756.00	$1,756.00
1.00	Havis	C-UMM-103	Universal Monitor Mount Assembly	$118.00	$118.00
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	$1,481.00	$1,481.00
1.00	Havis	PKG-KB-205	Package - Chiclet Keyboard With Mount	$877.00	$877.00
1.00	Havis	PKG-VSX-1800-TAH-PM-3	Package - Wide VSX Console With Front Printer Mount For Tablet Docking Stations For 2021-2024 Chevrolet Tahoe PPV & SSV	$2,333.00	$2,333.00
1.00	Havis	C-W-MC1	Mic Clip Bracket W/ Mic Clip For Wide VSW Consoles	$29.00	$29.00
1.00	Havis	C-FP-3	3" Filler Plate	$15.00	$15.00
1.00	Havis	C-EBX-WHE-1	VSX Console - Equipment Bracket Kit For Front Tray Siren Light Control - Whelen	$10.00	$10.00
1.00	Havis	C-EB40-WSB-1P	1-Piece Equipment Mounting Bracket, 4" Mounting Space, Fits Whelen Arges Remote Spotlight Control Head	$37.00	$37.00
1.00	Havis	C-W-LP1-USB	Single Lighter Plug and Single USB Bracket for Wide VSW Consoles	$109.94	$109.94
1.00	Havis	C-APW-0744	7" Accessory Pocket, 4.4" Deep For 3.3"W Section Of Wide Consoles	$22.00	$22.00
1.00	Havis	PKG-TTP-TAH-101	Forward & Rearward Trunk Tray Box Combo For 2021-2024 Chevrolet Tahoe	$2,840.00	$2,840.00
1.00	Havis	SBX-PK3-C01-01-257-T2	Premium 2-Drawer Package With Trunk Trays For 2021-2024 Chevrolet Tahoe	$6,796.00	$6,796.00
			2021-2024 Chevrolet Tahoe Modular Storage		

madden associates

1.00	Havis	SBX-5008	Drawer Mount		$631.00	$631.00
1.00	Havis	SBX-1010	Wide Medium Height Storage Drawer With Push-Button Combination Lock		$1,985.00	$1,985.00
1.00	Havis	SBX-4011	Riser Kit For Modular Storage Drawer In 2021-2024 Chevrolet Tahoe		$449.00	$449.00
1.00	Havis	SBX-3004	Wide Open Storage Topper		$306.00	$306.00
2.00	Havis	C-FLW-3555-STR	Flashlight Charger Pocket for Wide Console 3.3" Mounting Space		$69.74	$139.48
1.00	Havis	SBX-4012	Foam Inserts For Wide Medium Height Storage Drawers		$145.00	$145.00
1.00	Havis	C-DMT-TAH	Dash Mount Tray For 2021-2024 Chevrolet Tahoe		$76.00	$76.00
1.00	Elsag	140033	ELSAG Plate HunterTM M7 – 3 Camera		$18,502.00	$18,502.00

Total Price	$126,084.42
Grand Total	$126,084.42

EQUIPMENT -$48,000
QUOTE
ONLY → $78,084.42

2022 Chevrolet Tahoe - Madden & Associates Demo Tahoe

VIN# 1GNSCLED9NR221149

Vehicle Miles: 48,150

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (06/09/25)**

REPORT TO: **Voting Meeting (06/12/25)**

ITEM NO: 297/2025

SUBJECT: Approve the renewal of annual contract for IFB #001-45 Point Blank AXII-4 Ballistic Vests for the Sheriff's Office to Federal Eastern International, LLC (FEI) of Jacksonville, FL. The estimated annual cost is $78,383.00.

Meetings:

Work Session Date: 06/09/25

Voting Meeting Date: 06/12/25

Executive Summary:

Presenter: SMF

Recommendation:
Approve.

Purpose of Request:
Approve the renewal of annual contract for IFB #001-45 Point Blank AXII-4 Ballistic Vests for the Sheriff's Office to Federal Eastern International, LLC (FEI) of Jacksonville, FL. The estimated annual cost is $78,383.00.

History:

Federal Eastern International, LLC is the current contract holder and is a vendor in good standing with the County.

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

Federal Eastern International, LLC is requesting a three percent (3%) increase in the price for the ballistic vests for FY 2026 due to an increase in their costs. This will be a nineteen dollar and seventy-five cent ($19.75) increase per vest for FY 2026.

Options:

Funding Requested	$ 78,383.00
Are funds within current budget?	Yes
Source of Funds	General 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?	2025-07-01

Approvals:

Buyer	Submit	Approve	Purchasing
JD	SC	SC	AP
Budget	**Finance**	**Attorney**	**Administration**
JM	TS	WLI	CR
Clerk			
JR			

Attachments:

Financial Supplement
Contract
Attachment A - Requested Price Increases

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 297/2025

Funds Requested: $ 78,383.00

Request Budgeted: Yes

Proposed Source of Funding:

General Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	100-GENERAL FUND	3310-SHERIFFâ€OPERATIONS	531600-SMALL FURNITURE & EQUIPMENT	$78,383.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: LJM

Phone: 678-618-1235

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Penick

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

CONTRACT EXECUTION SIGNATURE REQUEST

Date: May 1, 2025

To: David Gibbs, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 001-45-1

Bid/Contract Name: Point Blank AXII-4 Ballistic Vests Annual Contract

Department(s) Requesting Contract: Sheriff

Award Recipient Name: Federal Eastern International, LLC

Contract Description:

☒ Annual Contract ☐ New ☒ Renewal

FY 2025 Projected Spend: $76,100

☒ Price Decrease Requested Increase Percentage: 3%

☐ Project/Service Contract FY 2026 Estimated Amount: $0

☒ Product Contract FY 2026 Estimated Amount: $78,383

Comment:

Year two (2) of a five (5) year contract.
Federal Eastern International LLC is the current contract holder and has proven to be a good vendor for the County in servicing this contract.
The vendor is requesting a three percent (3%) increase in the pricing for the ballistic vests for FY 2026 due to an increase in their cost. There will be nineteen dollar and seventy-five cent ($19.75) increase per vest with the increase requested. See Attachment A for details.
The FY 2026 Estimated amount has been reviewed against the projected FY 2026 budget by Finance.

State of Georgia
County of Hall

Contract #001-45-1

Contract Renewal #1

Point Blank AXII-4 Ballistic Vests Annual Contract

March 24, 2025

Whereas, the County desires to Renew the Contract period for a one year period through June 30, 2026, in accordance with the terms and conditions of Bid #001-45, Point Blank AXII-4 Ballistic Vests Annual Contract for dated April 11, 2025; 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, 2026,
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.

Federal Eastern International, LLC

By: Sarah E. Hayes
Print **Name:** Sarah Hayes
Title: Chief Sales Officer

HALL COUNTY, GEORGIA

By. _____
David Gibbs, Chairman
Board of Commissioners

Date: _____

Sworn to and subscribed before me this

4th Day of April, 2025

Notary Public:
Notary commission expires: 10/16/25

JESSICA DAVIS DUANE
MY COMMISSION EXPIRES
OCTOBER 16, 2025
#HH 185697
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

State of Georgia
County of Hall

Contract #001-45-1

Attachment A

Point Blank AXII-4 Ballistic Vests Annual Contract

March 24, 2025

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:

Request that the price of the Vision AXII-4, with 2 Concealable Carriers increase by 3% from $660.00 to $679.75 under the terms of our contract. Justification: When Point Blank renewed their Georgia Contract in September 2024 there was an increase in price across their entire line.

IFB #001-45-1 FY 2026 RENEWAL	Federal Eastern International, LLC		
	FY25 Pricing	Requested FY26 Increase	
	Cost per Item	Cost per Item	% Increase
Point Blank AXII-4 Ballastic Vest	$ 660.00	$679.75	3%
Average % of Change			3.00%

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (06/09/25)**

REPORT TO: **Voting Meeting (06/12/25)**

ITEM NO: 353/2025

SUBJECT: Approve the award of IFB #010-46 Uniform Supply Annual Contract for Sheriff's Office to Uniforms Unlimited of Athens, GA, Strongpoint, LLC of Gainesville, GA, Federal Eastern International, LLC of Jacksonville, FL, Smyrna Police Distributors of Smyrna, GA, and T & T Uniforms, Inc. of Austell, GA. The estimated annual cost is $121,254.00.

Meetings:

Work Session Date: 06/09/25

Voting Meeting Date: 06/12/25

Executive Summary:

Presenter: MF

Recommendation:
Approve.

Purpose of Request:
Approve the award of IFB #010-46 Uniform Supply Annual Contract for Sheriff's Office to Uniforms Unlimited of Athens, GA, Strongpoint, LLC of Gainesville, GA, Federal Eastern International, LLC of Jacksonville, FL, Smyrna Police Distributors of Smyrna, GA, and T & T Uniforms, Inc. of Austell, GA. The estimated annual cost is $121,254.00.

History:

The Sheriff's Department requested that contract #027-45 be rebid instead of renewed for FY 2026 due to the changing of uniform brands and colors such that many of the items would be obselete.

Facts and Issues:

Options:

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

The Sheriff's Department has requested that the above five (5) vendors all be awarded the contract to provide better availability of items and pricing with a pool of vendors from which to choose. Uniforms Unlimited, Strongpoint, Federal Eastern, and T & T are all vendors in good standing with the County. Smyrna Police Distributors is a new vendor for the County and is a supplier of the Blauer clothing line which provides most of the uniform items worn by the Sheriff's Department.

Funding Requested	$ 121,254.00
Are funds within current budget?	Yes
Source of Funds	General 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:

Submit	Approve	Purchasing	Budget
SC	SC	AP	DA
Finance	**Attorney**	**Administration**	**Clerk**
TS	WLI	CR	JR

Attachments:

Financial Supplement
Bid Tabulation
Contract Signature Request
Contracts
Exhibit C - T & T
Exhibit C - Smyrna Police Distributors
Exhibit C - Federal Eastern
Exhibit C - Strongpoint
Exhibit C - Uniforms Unlimited

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 353/2025

Funds Requested: $ 121,254.00

Request Budgeted: Yes

Proposed Source of Funding:

General Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	100-GENERAL FUND	3310-SHERIFFâ€OPERATIONS	531700-UNIFORMS	$121,254.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: MF

Phone: 706-499-4697

BID TAB IFB #010-46 EXHIBIT C - Cost Proposal Worksheet **SHERIFF UNIFORM SUPPLY ANNUAL CONTRACT**		Uniforms Unlimited Athens, GA	Strongpoint, LLC Gainesville, GA	Federal Eastern International, LLC Jacksonville, FL	T & T Uniforms, Inc. Austell, GA	Smyrna Police Distributors Syrrna, GA
Item #	**Description**	**PRICE**	PRICE	**PRICE**	PRICE	PRICE
1	BADGE-1ST LIEUTENANT Blackington B682, GOLD	$92.00	$140.00	$75.60		$80.00
2	BADGE-SHERIFF Blackington B682, GOLD	$85.00	$140.00	$75.60		$80.00
3	BADGE-CHIEF DEPUTY Blackton B682, GOLD	$85.00	$140.00	$75.60		$80.00
4	BADGE-MAJOR Blackington B682, GOLD	$85.00	$140.00	$75.60		$80.00
5	BADGE-CAPTAIN Blackington B682, GOLD	$85.00	$140.00	$75.60		$80.00
6	BADGE-LIEUTENANT Blackington B682, GOLD	$85.00	$140.00	$75.60		$80.00
7	BADGE-SGT Blackington B682, GOLD	$85.00	$140.00	$75.60		$80.00
8	BADGE-INVESTIGATOR Blackington B682, GOLD	$85.00	$140.00	$75.60		$80.00
9	BADGE- DEPUTY Blackington B682, SILVER/GOLD	$85.00	$140.00	Silver $68.60 / Gold $75.60		$80.00
10	NAME PLATE Blackington, GOLD	$17.00	$18.00			$17.00
11	NAME PLATE Blackington, SILVER	$17.00	$18.00			$17.00
12	COLLAR BRASS-SO GOLD, Symbo Arts, S.O., GOLD	$14.00	$16.00			$26.50
13	COLLAR BRASS-HC SILVER Symbo Arts, H.C., SILVER	$14.00	$14.00			$26.50
14	COLLAR BRASS-HC GOLD Symbol Arts, H.C., GOLD	$14.00	$16.00			$26.50
15	COLLAR BRASS-SO SILVER Symbol Arts, S.O., SILVER	$14.00	$14.00			$26.50
16	HAT BADGE-GOLD SYMBOL ARTS, GOLD					
17	HAT BADGE-SILVER, SYMBOL ARTS, SILVER					
18	HAT COVER, Flying Cross, COVER, Black	$10.00				$23.00
	Clothing - No exceptions where noted					
19	CLASS A PANTS -MEN'S FLYING CROSS, BLACK POLYESTER 3900-10					
	List prices for sizes: 28-40	$49.50			$51.00	$56.00
	List prices for oversizes: 42-52	$58.00			$60.00	$61.60
20	CLASS A PANTS -WOMEN'S FLYING CROSS, BLACK POLYESTER 3900W-10					
	List prices for sizes: 2-20	$49.50			$51.00	$56.00
	List prices for oversizes: 22-24	$58.00			$60.00	$61.60
21	CLASS A SHIRT - MEN'S L/S, FLYING CROSS, SILVER TAN 33W78Z-04					
	List prices for sizes: 14 - 20	$61.00			$54.00	$58.00
	List prices for oversizes: 20-22	$75.00			$63.00	$63.80
22	CLASS A SHIRT - WOMEN'S L/S, FLYING CROSS, SILVER TAN 126R78Z-04					

22	List prices for sizes: 30 - 48	$61.00			$54.00	$58.00
	List prices for oversizes:	$75.00			$63.00	$63.80
23	CLASS A SHIRT - MEN'S S/S, FLYING CROSS, Silver Tan 85R78Z-04					
	List prices for sizes: 14 -21	$53.00			$50.00	$55.00
	List prices for oversizes:	$63.00			$60.00	$60.00
24	CLASS A SHIRT WOMEN'S, S/S, FILYING CROSS, SILVER TAN 176R78Z-04					
	List prices for sizes: 32 - 48	$53.00			$50.00	$55.00
	List prices for oversizes:	$63.00			$60.00	$60.00
	Ties					
25	CLASS A TIE-20" LENGTH Samual Broome, Black	$8.00			$8.00	$8.00
26	CLASS A TIE-22" LENGTH Samual Broome, Black	$8.00			$8.00	$8.00
27	CLASS A TIE - SIZE 14.5 Samual Broome, Black	$7.00			$8.00	$7.50
28	CLASS C MEN'S BLACK POLO, 5.11, 71049-019					
	List prices for sizes: S - XL	$39.00	$44.00	$36.75	$41.50	$44.00
	List prices for oversizes: 2XL - 4XL	$42.00	$50.00	$42.50	$50.00	$48.00
29	CLASS C WOMEN'S BLACK POLO, 5.11, 61165-019					
	List prices for sizes: S - XL	$39.00	$42.00	$38.75	$39.50	$44.00
	List prices for oversizes: 2XL - 4XL	$42.00	$50.00	$44.50	$47.00	$48.00
30	BLAUER MEN`S TACTICAL PANTS, BLACK , 8666					
	List prices for sizes: 30 - 40				$80.00	$69.00
	List prices for oversizes: 42 - 56				$95.00	$75.90
31	BLAUER WOMEN`S TACTICAL PANTS, BLK 8666W					
	List prices for sizes: 2 -16				$80.00	$69.00
	List prices for oversizes: 18 -20				$95.00	$75.90
32	BLAUER MEN`S L/S FULL SHIRT - SILVER TAN, 8671					
	List prices for sizes: S - XL				$74.75	$69.00
	List prices for oversizes: 2XL - 5XL				$88.50	$75.90
33	BLAUER WOMEN`S L/S FULL SHIRT - SILVER TAN, 8671W					
	List prices for sizes: 30 - 46				$74.75	$69.00
	List all oversize prices				$88.50	$75.90
34	BLAUER MEN`S S/S FULL SHIRT - SILVER TAN, 8676					
	List prices for sizes: Small - XLarge				$69.80	$65.00

	List prices for sizes: 2XL - 5XL				$82.50	$71.50
	BLAUER WOMEN`S S/S FULL SHIRT - SILVER TAN, 8676W					
35	List prices for sizes: 30 -44				$69.80	$65.00
	List prices for sizes:				$82.50	$71.50
	BLAUER MEN'S S/S SHIRT, 8676, BLACK					
36	List prices for Small - Xlarge				$69.80	$65.00
	List prices for sizes 2XL - 5XL				$83.00	$71.50
	BLAUER MEN'S L/S SHIRT 8671, BLACK					
37	List prices for sizes 14.5 - 17.5				$74.75	$69.00
	List prices for sizes 18.0 - 22.5				$89.00	$75.90
	BLAUER WOMEN'S S/S SHIRT 8676W, BLACK					
38	List prices for sizes 30 to 48				$69.80	$65.00
	List all oversize prices				$83.00	$71.50
	BLAUER WOMEN'S L/S SHIRT 8671W, BLACK					
39	List prices for sizes 30 to 48				$74.75	$69.00
	List all oversize prices					$75.90
	BELLEVILLE BOOTS - KHYBER SIDE ZIP, BLACK, TR960Z					
40	Shoe Size: 4.0 - 8.5					
	Shoe Size: 9.0 - 12.0	$130.00		$98.50	$123.00	$115.00
	Shoe Size: 12.5 - 15	$130.00		$98.50	$123.00	$115.00
		$130.00		$98.50	$123.00	$115.00
41	CAMPAIGN HAT- STRATTON, 10DB, BLACK					
	Hat Sizes: 6 1/2 - 8	$96.00			$107.00	$110.00
42	CAMPAIGN HAT ACORNS-GOLD, FLYING CROSS, ACORNS, GOLD	$9.50			$11.00	$12.50
43	CAMPAIGN HAT STRAPS, FLYING CROSS, STRAP, BLACK	$9.00			$8.00	$9.00
44	HAT COVER, FLYING CROSS, COVER, BLACK, 475 RHC	$9.00			$14.00	$22.00
45	5.11 SIERRA BRAVO NYLON DUTY BELT - SIERRA BRAVO 59505, BLACK					
	List prices for sizes: Small - XLarge	$47.50	$60.00	$49.75	$53.00	$43.00
	List prices for sizes: 2XL - 5XL	$55.00	$65.00	$54.50	$60.00	$47.30
46	5.11 SIERRA BRAVO REPLACEMENT BUCKLE, SB BUCKLE, BLACK	$6.50		$8.00		discontinued
47	5.11 SIERRA BRAVO REPLACEMENT BELT KEEPERS					

47	5.11 SIERRA BRAVO REPLACEMENT BELT KEEPERS,	$11.50	$14.00	$12.75	$11.25	$17.00
48	HALTZ TRAFFIC GLOVES FULL FINGER, HighVisibility					
48a	HNT501 - SMALL				$35.00	$40.00
48b	HNT502- MEDIUM				$35.00	$40.00
48c	HNT503- LARGE				$35.00	$40.00
48d	HNT504-XL				$35.00	$40.00
48e	HNT505-XXL				$35.00	$40.00
48f	HNT506-XXXL				$35.00	$40.00
49	TRAFFIC VEST- 2, REFLECTIVE APPAREL, YELLOW	$47.00			$24.50	$42.00
50	HANDCUFFS, SMITH & WESSON, M100, SILVER	$32.00	$22.00	$33.75	$33.00	$36.00
51	HANDCUFF CASE-5.11 NYLON, SIERRA BRAVO, 56246 BLACK	$17.25	$9.00	$18.50	$19.18	$22.00
52	HANDCUFF KEY W/ KEYCHAIN, Zak Tool, ZT11P, BLACK	$7.00	$12.00	$11.50	$7.66	$12.00
53	HANDCUFF KEY W/CLIP, Zak Tool, ZT14, BLACK	$7.00		$11.50	$11.70	$12.00
54	PATCH REMOVAL	$3.00	$2.00		$3.50	$1.25
55	PATCH REPLACEMENT	$4.00	$5.00		$3.50	$1.25
56	HEMMING	$7.00	$10.00		$10.00	$2.50
57	UNIFORM REPAIR	$10.00	$15.00			$12.00 - $18.00

Blauer Prices guaranteed til 7-7-25

LOGO Set up FEE $75.00/ LOGO
Embroidered logos or names not included in pricing

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Penick

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

CONTRACT EXECUTION SIGNATURE REQUEST

Date: May 23, 2025

To: David Gibbs, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 010-46

Bid/Contract Name: Uniform Supply Annual Contract

Department(s) Requesting Contract: Sheriff

Award Recipient Name: Uniforms Unlimited, Strongpoint, LLC, Federal Eastern International, LLC, Smyrna Police Distributors, and T & T Uniforms, LLC

Contract Description:

☒ Annual Contract ☒ New ☐ Renewal

FY 2025 Projected Spend: $118,876

☐ Price Increase Requested Increase Percentage: 0%

☐ Project/Service Contract FY 2026 Estimated Amount: $0

☒ Product Contract Estimated Amount: $121,254

Comment:

Year one (1) of a possible five (5) year contract. This is a new contract for FY 2026.
The Sheriff's Department requested a rebid of Contract #027-45 due to many of the items being obsolete as they have changed their uniforms from one brand / color to another. The Sheriff's Department has requested this contract be awarded to the above five (5) vendors to provide better availability of items and pricing with a pool of vendors from which to choose. Strongpoint, Federal Eastern International, LLC, and Uniforms Unlimited have all provided products to the County on other contracts and are all vendors in good standing with the County. Smyrna is a new vendor for the County and is a supplier of the Blauer clothing line which provides most of the uniform items worn by the Sheriff's Dept.

The FY 2026 Estimated amount has been reviewed against the projected FY 2026 budget by Finance.

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Penick

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT # 010-46

For the provision of

Uniform Supply Annual Contract

ARTICLE #101 – INTRODUCTION

This Contract, for Uniform Supply Annual Contract (hereinafter "Services") as entered into on_____ and with a limited term from July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Uniforms Unlimited, located at 650 Prince Ave Athens, GA (hereinafter "Contractor").

WHEREAS 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 Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors into a partner, employee, or agent of the County, nor shall either Party to this Contract have any authority to bind the other in any respect.

WHEREAS the Contractor represents that it complies with the State of Georgia requirements for corporations and has signified a willingness to provide Services to the County and the County has relied on such representation; and,

WHEREAS the Parties mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

WHEREAS this contract will become legally binding upon signature by both Parties; and,

WHEREAS any attached documents, plans, exhibits, attachments, or references are all incorporated herein by reference, and

NOW, THEREFORE and in consideration of the mutual promises, terms, conditions, covenants, and agreements made as expressed and contained herein, or attached, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.
C. **Price Escalation Clause**. Contractor may request up to, but no more than, a three percent (3%) price escalation adjustment to this contract at each time of contract renewal.

ARTICLE #103 – NOTICES

To the extent that either Party to this Contract is 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
Kerry Alexander
Captain – Operations Bureau
Sheriff's Office
2460 Athens Highway
Gainesville, GA 30507
jkalexander@hallcounty.org
Ph: 770-531-6900

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 INFORMATION

Name: Wayne Wilson
Title: President
Company Name: Uniforms Unlimited
Physical Address: 850 Prince Ave
City, State, ZIP: Athens, GA 30606
Email: Wayne@uniformsunlimited.com
Phone: 706-546-1829

REMIT TO ADDRESS (if different):

_____

_____

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 *ARTICLE #108 – TERMINATION PROVISIONS*.

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such Contractors. Contractor shall not engage in any act that will interfere with the performance of work by any other Contractor(s).

ARTICLE #108 – TERMINATION PROVISIONS

The County may terminate this Contract by providing thirty (30) days written notice to the Contractor at any time. Should the County 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) days' written notice, the County 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 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 expressed warranties made by the Contractor.
2. The County determines that Contractor's unsatisfactory performance substantially endangers completion 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the non-breaching Party may:

1. Immediately terminate the Contract for default without additional written notice; and/or,
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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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 subcontractors 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 BONDS.

F. **Payment Limitation in Event of Termination.** In the event of termination of the Contract for any reason by County, 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.

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

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION

This Contract may only be modified, amended, or changed in writing and fully executed by both Parties hereto. This Contract 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance**. Any failure or delay must be beyond the reasonable 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.

Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Contract for failure or delay in fulfilling or performing any obligation under this Contract 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.

G. **Contractor's Termination Duties.** Upon receipt of a 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 use 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.
5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

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 expressed written consent of the County.

ARTICLE #111 – USE OF THIRD PARTIES (SUBCONTRACTORS)

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 subcontractors, if allowed in writing by the County. Any Contract with a subcontractor must also preserve the rights of the County.

ARTICLE #112 – 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 #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

The County shall not be bound by any terms and conditions included in any Contractor's sales-orders, 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.

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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County as quickly as possible. In the event of such replacement, Contractor shall (i) notify County of any resulting replacement, (ii) introduce the individual serving as the replacement to County, and/or (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 shall be final, and Contractor will remove the 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 approval.

C. Contractor agrees to obtain prior written approval from the County for the use of subcontractors to provide the Services described in Scope of Work prior to subcontractor's performance of work.

ARTICLE #118 – INSURANCE REQUIREMENTS

The Contractor must procure and maintain insurance policies at the Contractor's own expense and must furnish the County with a certificate of insurance (COI) providing evidence of proof of coverage at least in the amounts indicated in this subsection. The

COI must list "Hall County, Georgia" as the certificate holder and as an additional insured under the commercial general, automobile, and umbrella liability policies as follows: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein throughout the duration of the Contract. The Contractor must maintain the following insurance coverage during the term of the Contract, in at least the minimum amounts set forth below, to cover all loss and liability for damages or destruction of property caused by or arising from any and all services carried on and any and all work performed by the Contractor pursuant to this Contract:

Workers Compensation Insurance: Required for all contracts.

- $500,000 Bodily Injury by Accident – Each Accident
- $500,000 Bodily Injury by Disease – Each Disease
- $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. 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.

- $2,000,000 General Aggregate
- $2,000,000 Products & Completed Operations Aggregate
- $1,000,000 Each Occurrence
- $1,000,000 Personal & Advertising Injury
- $500,000 Damages to Premises/Fire/Legal
- $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.

- $1,000,000 Combined Single Limit Or $500,000 per Person/$1,000,000 per Occurrence
- $100,000 Property Damage
- $1,000 for Medical Payments (no fault coverage)

Additional Provisions:

- Uninsured motorist's coverage should be equal to the per occurrence limit except for contracts with other governmental entities.
- Coverage shall be included for any owned, leased, hired, or non-owned autos.
- 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.
$1,000,000 per Occurrence

Additional Provisions: Required for all contracts.

- Underlying coverage shall be General Liability, Automobile Liability, and Employers Liability (Workers Compensation).
- Minimum limit of $5,000,000 per occurrence for all contracts over $1,000,000 or involving any special risks or high hazard activities.
- Minimum limit of $5,000,000 for automobile coverage for any transportation contracts involving seniors, special education, transit services, students, or youths.
- Concurrent policy dates with primary liability policies except for workers compensation.
- Coverage on a direct basis to ensure coverage consistency and additional protections are made for Hall County BOC.

ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from 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 Work shall remain in effect from the NTP date 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 pursuant to *ARTICLE #106 – CONTRACT AMENDMENTS AND 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 – NOTICES* shall issue a written Notice to Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), the County reserves the right to delay or deny payment pursuant to this *ARTICLE* or terminate the Contract pursuant to *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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – Not applicable for this contract

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 for this contact
(Required for construction, renovation, and repair projects)
The County will retain and withhold funds from compensation in compliance with Georgia law. The 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) from any subcontractor 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:

1. Any amendments to the Contract, including all exhibits thereto.
2. The Contract itself, including all exhibits thereto.

3. Attachments appended to the Contract.
4. All other Contract 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

ARTICLE #130 – SALES TAX EXEMPTION STATUS

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

ARTICLE #131 – 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, 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 Contract.

ARTICLE #132 – NOT A JOINT VENTURE

The County shall not be bound by any terms and conditions included in any Contractor 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 the addition to the terms and conditions contained herein.

ARTICLE #133 – 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 Supplier's terms and conditions or service level agreements.
4. 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", "consultant", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 Supplier shall transfer and deliver all goods or services described on the respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective PO and within the Scope of Work and the Supplier's bid response.
11. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written PO or a Change Order of such.
12. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
13. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or specifications set forth in a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. No right or interest in the contract shall be assigned by the Supplier without written permission of the County, and no delegation of any obligation owed or of the performance of any obligation by the Supplier shall be made without the written permission of the County. Any attempted assignment or delegation shall be wholly

void and totally ineffective for all purposes unless made in conformity with this paragraph.

27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This issuance of a 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.
29. All goods and services supplied pursuant to a PO shall, unless otherwise noted, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and the terms, conditions, and specifications of the bid solicitation are incorporated herein by reference and made a part hereof.
30. Any and all media production, recordings, videos, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a PO is issued with 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.
33. 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.
34. The Supplier certifies that it and any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, State of Georgia, or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
35. The Supplier certifies that it is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
36. Goods are Free-On-Board (F.O.B.) destination unless otherwise denoted. Freight, shipping, and delivery shall be pre-paid and added to the invoice as a separate line item.
37. The County does not pay late fees nor interest charges.
38. The Supplier shall charge the County the exact amount of freight, delivery, handling, and insurance charges the Supplier incurs.
39. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier.
40. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

IN WITNESS WHEREOF, said Parties have hereunto affixed their signatures and seals on the day, month, and year below. Bidder must print their company's full legal company name as it appears on their W-9 form below:

Print Company's Full Legal Name Below:

Uniforms Unlimited

By: Wayne Wilson

Print Name: Wayne Wilson

Title: President

Sworn to and subscribed before me this

23 Day of April, 2025.

Notary Public: Krystin M Keller

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

[Locus Sigilli – Seal or Stamp]

HALL COUNTY, GEORGIA

By: _____
David Gibbs, Chairman
Board of Commissioners

Date: _____

Attestation: _____
Board of Commission Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Penick

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT # 010-46

For the provision of

Uniform Supply Annual Contract

ARTICLE #101 – INTRODUCTION

This Contract for Uniform Supply Annual Contract (hereinafter "Services") as entered into on_____ and with a limited term from July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Strong point, LLC, located at 2305 Monroe Drive, Unit A Gainesville, GA 30507 (hereinafter "Contractor").

WHEREAS 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 Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors into a partner, employee, or agent of the County, nor shall either Party to this Contract have any authority to bind the other in any respect.

WHEREAS the Contractor represents that it complies with the State of Georgia requirements for corporations and has signified a willingness to provide Services to the County and the County has relied on such representation; and,

WHEREAS the Parties mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

WHEREAS this contract will become legally binding upon signature by both Parties; and,

WHEREAS any attached documents, plans, exhibits, attachments, or references are all incorporated herein by reference, and

NOW, THEREFORE and in consideration of the mutual promises, terms, conditions, covenants, and agreements made as expressed and contained herein, or attached, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.
C. **Price Escalation Clause**. Contractor may request up to, but no more than, a three percent (3%) price escalation adjustment to this contract at each time of contract renewal.

ARTICLE #103 – NOTICES

To the extent that either Party to this Contract is 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
Kerry Alexander
Captain – Operations Bureau
Sheriff's Office
2460 Athens Highway
Gainesville, GA 30507
jkalexander@hallcounty.org
Ph: 770-531-6900

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 INFORMATION

Name: Michael Haefele
Title: Owner
Company Name: Strong point, LLC
Physical Address: 2345 Monroe Drive, Unit A
City, State, ZIP: Gainesville, GA 30507
Email: strongpointapparel@gmail.com
Phone: 470-252-5818

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

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION

This Contract may only be modified, amended, or changed in writing and fully executed by both Parties hereto. This Contract 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable 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.

Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS*.

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such Contractors. Contractor shall not engage in any act that will interfere with the performance of work by any other Contractor(s).

ARTICLE #108 – TERMINATION PROVISIONS

The County may terminate this Contract by providing thirty (30) days written notice to the Contractor at any time. Should the County 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) days' written notice, the County 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 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 expressed warranties made by the Contractor.
2. The County determines that Contractor's unsatisfactory performance substantially endangers completion 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS;* then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the non-breaching Party may:

1. Immediately terminate the Contract for default without additional written notice; and/or,
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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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 subcontractors 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 BONDS.

F. **Payment Limitation in Event of Termination.** In the event of termination of the Contract for any reason by County, 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. **Contractor's Termination Duties.** Upon receipt of a 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 use 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.
5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

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 expressed written consent of the County.

ARTICLE #111 – USE OF THIRD PARTIES (SUBCONTRACTORS)

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 subcontractors, if allowed in writing by the County. Any Contract with a subcontractor must also preserve the rights of the County.

ARTICLE #112 – 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 #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

The County shall not be bound by any terms and conditions included in any Contractor's sales-orders, 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.

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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County as quickly as possible. In the event of such replacement, Contractor shall (i) notify County of any resulting replacement, (ii) introduce the individual serving as the replacement to County, and/or (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 shall be final, and Contractor will remove the 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 approval.

C. Contractor agrees to obtain prior written approval from the County for the use of subcontractors to provide the Services described in Scope of Work prior to subcontractor's performance of work.

ARTICLE #118 – INSURANCE REQUIREMENTS

The Contractor must procure and maintain insurance policies at the Contractor's own expense and must furnish the County with a certificate of insurance (COI) providing evidence of proof of coverage at least in the amounts indicated in this subsection. The

COI must list "Hall County, Georgia" as the certificate holder and as an additional insured under the commercial general, automobile, and umbrella liability policies as follows: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein throughout the duration of the Contract. The Contractor must maintain the following insurance coverage during the term of the Contract, in at least the minimum amounts set forth below, to cover all loss and liability for damages or destruction of property caused by or arising from any and all services carried on and any and all work performed by the Contractor pursuant to this Contract:

Workers Compensation Insurance: Required for all contracts.

- $500,000 Bodily Injury by Accident – Each Accident
- $500,000 Bodily Injury by Disease – Each Disease
- $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. 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.

- $2,000,000 General Aggregate
- $2,000,000 Products & Completed Operations Aggregate
- $1,000,000 Each Occurrence
- $1,000,000 Personal & Advertising Injury
- $500,000 Damages to Premises/Fire/Legal
- $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.

- $1,000,000 Combined Single Limit Or $500,000 per Person/$1,000,000 per Occurrence
- $100,000 Property Damage
- $1,000 for Medical Payments (no fault coverage)

Additional Provisions:

- Uninsured motorist's coverage should be equal to the per occurrence limit except for contracts with other governmental entities.
- Coverage shall be included for any owned, leased, hired, or non-owned autos.
- 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.
$1,000,000 per Occurrence

Additional Provisions: Required for all contracts.

- Underlying coverage shall be General Liability, Automobile Liability, and Employers Liability (Workers Compensation).
- Minimum limit of $5,000,000 per occurrence for all contracts over $1,000,000 or involving any special risks or high hazard activities.
- Minimum limit of $5,000,000 for automobile coverage for any transportation contracts involving seniors, special education, transit services, students, or youths.
- Concurrent policy dates with primary liability policies except for workers compensation.
- Coverage on a direct basis to ensure coverage consistency and additional protections are made for Hall County BOC.

ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from 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 Work shall remain in effect from the NTP date 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 pursuant to *ARTICLE #106 – CONTRACT AMENDMENTS AND 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 – NOTICES* shall issue a written Notice to Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), the County reserves the right to delay or deny payment pursuant to this *ARTICLE* or terminate the Contract pursuant to *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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – Not applicable for this contract

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 for this contact

(Required for construction, renovation, and repair projects)

The County will retain and withhold funds from compensation in compliance with Georgia law. The 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) from any subcontractor 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:

1. Any amendments to the Contract, including all exhibits thereto.
2. The Contract itself, including all exhibits thereto.

3. Attachments appended to the Contract.
4. All other Contract 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

ARTICLE #130 – SALES TAX EXEMPTION STATUS

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

ARTICLE #131 – 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, 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 Contract.

ARTICLE #132 – NOT A JOINT VENTURE

The County shall not be bound by any terms and conditions included in any Contractor 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 the addition to the terms and conditions contained herein.

ARTICLE #133 – 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 Supplier's terms and conditions or service level agreements.
4. 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", "consultant", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 Supplier shall transfer and deliver all goods or services described on the respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective PO and within the Scope of Work and the Supplier's bid response.
11. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written PO or a Change Order of such.
12. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
13. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or specifications set forth in a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. No right or interest in the contract shall be assigned by the Supplier without written permission of the County, and no delegation of any obligation owed or of the performance of any obligation by the Supplier shall be made without the written permission of the County. Any attempted assignment or delegation shall be wholly

void and totally ineffective for all purposes unless made in conformity with this paragraph.

27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This issuance of a 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.
29. All goods and services supplied pursuant to a PO shall, unless otherwise noted, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and the terms, conditions, and specifications of the bid solicitation are incorporated herein by reference and made a part hereof.
30. Any and all media production, recordings, videos, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a PO is issued with 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.
33. 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.
34. The Supplier certifies that it and any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, State of Georgia, or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
35. The Supplier certifies that it is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
36. Goods are Free-On-Board (F.O.B.) destination unless otherwise denoted. Freight, shipping, and delivery shall be pre-paid and added to the invoice as a separate line item.
37. The County does not pay late fees nor interest charges.
38. The Supplier shall charge the County the exact amount of freight, delivery, handling, and insurance charges the Supplier incurs.
39. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier.
40. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

IN WITNESS WHEREOF, said Parties have hereunto affixed their signatures and seals on the day, month, and year below. Bidder must print their company's full legal company name as it appears on their W-9 form below:

Print Company's Full Legal Name Below:

Strongpoint, LLC

By: _____

Print Name: Michael Haefele

Title: Owner

Sworn to and subscribed before me this

24th Day of April, 2025.

Notary Public: _____

Notary commission expires: 7/27/26

[Locus Sigilli – Seal or Stamp]

KELLY W OLSON
NOTARY PUBLIC
HALL COUNTY, GA
MY COMMISSION EXPIRES
JULY
27
2026

HALL COUNTY, GEORGIA

By: _____
David Gibbs, Chairman
Board of Commissioners

Date: _____

Attestation: _____
Board of Commission Clerk

APPROVED AS TO FORM

_____
Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Penick

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT # 010-46

For the provision of

Uniform Supply Annual Contract

ARTICLE #101 – INTRODUCTION

This Contract for Uniform Supply Annual Contract (hereinafter "Services") as entered into on_____ and with a limited term from July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Federal Eastern International, LLC, located at 135 W. Adams Street, Jacksonville FL 32202 (hereinafter "Contractor").

WHEREAS 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 Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors into a partner, employee, or agent of the County, nor shall either Party to this Contract have any authority to bind the other in any respect.

WHEREAS the Contractor represents that it complies with the State of Georgia requirements for corporations and has signified a willingness to provide Services to the County and the County has relied on such representation; and,

WHEREAS the Parties mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

WHEREAS this contract will become legally binding upon signature by both Parties; and,

WHEREAS any attached documents, plans, exhibits, attachments, or references are all incorporated herein by reference, and

NOW, THEREFORE and in consideration of the mutual promises, terms, conditions, covenants, and agreements made as expressed and contained herein, or attached, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.
C. **Price Escalation Clause**. Contractor may request up to, but no more than, a three percent (3%) price escalation adjustment to this contract at each time of contract renewal.

ARTICLE #103 – NOTICES

To the extent that either Party to this Contract is 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
Kerry Alexander
Captain – Operations Bureau
Sheriff's Office
2460 Athens Highway
Gainesville, GA 30507
jkalexander@hallcounty.org
Ph: 770-531-6900

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 INFORMATION

Name: Sarah Hayes

Title: Chief Sales & Customer Service Officer

Company Name: Federal Eastern International, LLC

Physical Address: 135 W. Adams Street

City, State, ZIP: Jacksonville, FL 32202

Email: feicontracts@fedeastintl.com

Phone: 727-827-2997

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

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION

This Contract may only be modified, amended, or changed in writing and fully executed by both Parties hereto. This Contract 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable 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.

Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS.*

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such Contractors. Contractor shall not engage in any act that will interfere with the performance of work by any other Contractor(s).

ARTICLE #108 – TERMINATION PROVISIONS

The County may terminate this Contract by providing thirty (30) days written notice to the Contractor at any time. Should the County 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) days' written notice, the County 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 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 expressed warranties made by the Contractor.
2. The County determines that Contractor's unsatisfactory performance substantially endangers completion 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the non-breaching Party may:

1. Immediately terminate the Contract for default without additional written notice; and/or,
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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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 subcontractors 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 BONDS.

F. **Payment Limitation in Event of Termination.** In the event of termination of the Contract for any reason by County, 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. **Contractor's Termination Duties.** Upon receipt of a 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 use 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.
5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

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 expressed written consent of the County.

ARTICLE #111 – USE OF THIRD PARTIES (SUBCONTRACTORS)

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 subcontractors, if allowed in writing by the County. Any Contract with a subcontractor must also preserve the rights of the County.

ARTICLE #112 – 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 #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

The County shall not be bound by any terms and conditions included in any Contractor's sales-orders, 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.

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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County as quickly as possible. In the event of such replacement, Contractor shall (i) notify County of any resulting replacement, (ii) introduce the individual serving as the replacement to County, and/or (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 shall be final, and Contractor will remove the 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 approval.

C. Contractor agrees to obtain prior written approval from the County for the use of subcontractors to provide the Services described in Scope of Work prior to subcontractor's performance of work.

ARTICLE #118 – INSURANCE REQUIREMENTS

The Contractor must procure and maintain insurance policies at the Contractor's own expense and must furnish the County with a certificate of insurance (COI) providing evidence of proof of coverage at least in the amounts indicated in this subsection. The

COI must list "Hall County, Georgia" as the certificate holder and as an additional insured under the commercial general, automobile, and umbrella liability policies as follows: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein throughout the duration of the Contract. The Contractor must maintain the following insurance coverage during the term of the Contract, in at least the minimum amounts set forth below, to cover all loss and liability for damages or destruction of property caused by or arising from any and all services carried on and any and all work performed by the Contractor pursuant to this Contract:

Workers Compensation Insurance: Required for all contracts.

- $500,000 Bodily Injury by Accident – Each Accident
- $500,000 Bodily Injury by Disease – Each Disease
- $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. 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.

- $2,000,000 General Aggregate
- $2,000,000 Products & Completed Operations Aggregate
- $1,000,000 Each Occurrence
- $1,000,000 Personal & Advertising Injury
- $500,000 Damages to Premises/Fire/Legal
- $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.

- $1,000,000 Combined Single Limit Or $500,000 per Person/$1,000,000 per Occurrence
- $100,000 Property Damage
- $1,000 for Medical Payments (no fault coverage)

Additional Provisions:

- Uninsured motorist's coverage should be equal to the per occurrence limit except for contracts with other governmental entities.
- Coverage shall be included for any owned, leased, hired, or non-owned autos.
- 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.
$1,000,000 per Occurrence

Additional Provisions: Required for all contracts.

- Underlying coverage shall be General Liability, Automobile Liability, and Employers Liability (Workers Compensation).
- Minimum limit of $5,000,000 per occurrence for all contracts over $1,000,000 or involving any special risks or high hazard activities.
- Minimum limit of $5,000,000 for automobile coverage for any transportation contracts involving seniors, special education, transit services, students, or youths.
- Concurrent policy dates with primary liability policies except for workers compensation.
- Coverage on a direct basis to ensure coverage consistency and additional protections are made for Hall County BOC.

ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from 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 Work shall remain in effect from the NTP date 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 pursuant to *ARTICLE #106 – CONTRACT AMENDMENTS AND 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 – NOTICES* shall issue a written Notice to Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), the County reserves the right to delay or deny payment pursuant to this *ARTICLE* or terminate the Contract pursuant to *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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – Not applicable for this contract

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 for this contact

(Required for construction, renovation, and repair projects)

The County will retain and withhold funds from compensation in compliance with Georgia law. The 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) from any subcontractor 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:

1. Any amendments to the Contract, including all exhibits thereto.
2. The Contract itself, including all exhibits thereto.

3. Attachments appended to the Contract.
4. All other Contract 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

ARTICLE #130 – SALES TAX EXEMPTION STATUS

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

ARTICLE #131 – 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, 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 Contract.

ARTICLE #132 – NOT A JOINT VENTURE

The County shall not be bound by any terms and conditions included in any Contractor 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 the addition to the terms and conditions contained herein.

ARTICLE #133 – 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 Supplier's terms and conditions or service level agreements.
4. 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", "consultant", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 Supplier shall transfer and deliver all goods or services described on the respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective PO and within the Scope of Work and the Supplier's bid response.
11. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written PO or a Change Order of such.
12. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
13. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or specifications set forth in a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. No right or interest in the contract shall be assigned by the Supplier without written permission of the County, and no delegation of any obligation owed or of the performance of any obligation by the Supplier shall be made without the written permission of the County. Any attempted assignment or delegation shall be wholly

void and totally ineffective for all purposes unless made in conformity with this paragraph.

27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This issuance of a 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.
29. All goods and services supplied pursuant to a PO shall, unless otherwise noted, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and the terms, conditions, and specifications of the bid solicitation are incorporated herein by reference and made a part hereof.
30. Any and all media production, recordings, videos, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a PO is issued with 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.
33. 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.
34. The Supplier certifies that it and any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, State of Georgia, or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
35. The Supplier certifies that it is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
36. Goods are Free-On-Board (F.O.B.) destination unless otherwise denoted. Freight, shipping, and delivery shall be pre-paid and added to the invoice as a separate line item.
37. The County does not pay late fees nor interest charges.
38. The Supplier shall charge the County the exact amount of freight, delivery, handling, and insurance charges the Supplier incurs.
39. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier.
40. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

IN WITNESS WHEREOF, said Parties have hereunto affixed their signatures and seals on the day, month, and year below. Bidder must print their company's full legal company name as it appears on their W-9 form below:

Print Company's Full Legal Name Below:

Federal Eastern International

By: Sarah Hayes

Print Name: Sarah Hayes

Title: Chief Sales & Customer Service Officer

Sworn to and subscribed before me this

30 Day of April, 2025.

Notary Public: _____

Notary commission expires: 10/16/25

[Locus Sigilli – Seal or Stamp]

JESSICA DAVIS DUANE
MY COMMISSION EXPIRES
OCTOBER 16, 2025
HH 185597
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

HALL COUNTY, GEORGIA

By: _____
David Gibbs, Chairman
Board of Commissioners

Date: _____

Attestation: _____
Board of Commission Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Penick

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT # 010-46

For the provision of

Uniform Supply Annual Contract

ARTICLE #101 – INTRODUCTION

This Contract for Breathing Air Systems Compressor Parts & Maintenance Annual Contract (hereinafter "Services") as entered into on 07/01/2025 and with a limited term from July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Smyrna Police Distributors, located at 2295 S Cobb Dr Smyrna, GA 30080 (hereinafter "Contractor").

WHEREAS 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 Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors into a partner, employee, or agent of the County, nor shall either Party to this Contract have any authority to bind the other in any respect.

WHEREAS the Contractor represents that it complies with the State of Georgia requirements for corporations and has signified a willingness to provide Services to the County and the County has relied on such representation; and,

WHEREAS the Parties mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

WHEREAS this contract will become legally binding upon signature by both Parties; and,

WHEREAS any attached documents, plans, exhibits, attachments, or references are all incorporated herein by reference, and

NOW, THEREFORE and in consideration of the mutual promises, terms, conditions, covenants, and agreements made as expressed and contained herein, or attached, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.
C. **Price Escalation Clause**. Contractor may request up to, but no more than, a three percent (3%) price escalation adjustment to this contract at each time of contract renewal.

ARTICLE #103 – NOTICES

To the extent that either Party to this Contract is 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
Kerry Alexander
Captain – Operations Bureau
Sheriff's Office
2460 Athens Highway
Gainesville, GA 30507
jkalexander@hallcounty.org
Ph: 770-531-6900

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 INFORMATION

Name: Ronda Jacobs
Title: Contracts Manager
Company Name: Smyrna Police Distributors
Physical Address: 2295 South Cobb Dr.
City, State, ZIP: Smyrna, GA 30080
Email: rondajacobs@spdist.com
Phone: 770-434-1986 x225

REMIT TO ADDRESS (if different):
6308 Windy Hill Rd
Smyrna GA 30080

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

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION

This Contract may only be modified, amended, or changed in writing and fully executed by both Parties hereto. This Contract 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable 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.

Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS*.

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such Contractors. Contractor shall not engage in any act that will interfere with the performance of work by any other Contractor(s).

ARTICLE #108 – TERMINATION PROVISIONS

The County may terminate this Contract by providing thirty (30) days written notice to the Contractor at any time. Should the County 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 this Contract up to the date of termination.

A. **Termination for Convenience**. Following thirty (30) days' written notice, the County 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 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 expressed warranties made by the Contractor.
2. The County determines that Contractor's unsatisfactory performance substantially endangers completion 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the non-breaching Party may:

1. Immediately terminate the Contract for default without additional written notice; and/or,
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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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 subcontractors 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 BONDS.

F. **Payment Limitation in Event of Termination.** In the event of termination of the Contract for any reason by County, 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. **Contractor's Termination Duties.** Upon receipt of a 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 use 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.
5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

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 expressed written consent of the County.

ARTICLE #111 – USE OF THIRD PARTIES (SUBCONTRACTORS)

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 subcontractors, if allowed in writing by the County. Any Contract with a subcontractor must also preserve the rights of the County.

ARTICLE #112 – 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 #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

The County shall not be bound by any terms and conditions included in any Contractor's sales-orders, 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.

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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County as quickly as possible. In the event of such replacement, Contractor shall (i) notify County of any resulting replacement, (ii) introduce the individual serving as the replacement to County, and/or (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 shall be final, and Contractor will remove the 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 approval.

C. Contractor agrees to obtain prior written approval from the County for the use of subcontractors to provide the Services described in Scope of Work prior to subcontractor's performance of work.

ARTICLE #118 – INSURANCE REQUIREMENTS

The Contractor must procure and maintain insurance policies at the Contractor's own expense and must furnish the County with a certificate of insurance (COI) providing evidence of proof of coverage at least in the amounts indicated in this subsection. The

COI must list "Hall County, Georgia" as the certificate holder and as an additional insured under the commercial general, automobile, and umbrella liability policies as follows: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein throughout the duration of the Contract. The Contractor must maintain the following insurance coverage during the term of the Contract, in at least the minimum amounts set forth below, to cover all loss and liability for damages or destruction of property caused by or arising from any and all services carried on and any and all work performed by the Contractor pursuant to this Contract:

Workers Compensation Insurance: Required for all contracts.

- $500,000 Bodily Injury by Accident – Each Accident
- $500,000 Bodily Injury by Disease – Each Disease
- $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. 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.

- $2,000,000 General Aggregate
- $2,000,000 Products & Completed Operations Aggregate
- $1,000,000 Each Occurrence
- $1,000,000 Personal & Advertising Injury
- $500,000 Damages to Premises/Fire/Legal
- $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.

- $1,000,000 Combined Single Limit Or $500,000 per Person/$1,000,000 per Occurrence
- $100,000 Property Damage
- $1,000 for Medical Payments (no fault coverage)

Additional Provisions:

- Uninsured motorist's coverage should be equal to the per occurrence limit except for contracts with other governmental entities.
- Coverage shall be included for any owned, leased, hired, or non-owned autos.
- 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.
$1,000,000 per Occurrence

Additional Provisions: Required for all contracts.

- Underlying coverage shall be General Liability, Automobile Liability, and Employers Liability (Workers Compensation).
- Minimum limit of $5,000,000 per occurrence for all contracts over $1,000,000 or involving any special risks or high hazard activities.
- Minimum limit of $5,000,000 for automobile coverage for any transportation contracts involving seniors, special education, transit services, students, or youths.
- Concurrent policy dates with primary liability policies except for workers compensation.
- Coverage on a direct basis to ensure coverage consistency and additional protections are made for Hall County BOC.

ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from 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 Work shall remain in effect from the NTP date 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 pursuant to *ARTICLE #106 – CONTRACT AMENDMENTS AND 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 – NOTICES* shall issue a written Notice to Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), the County reserves the right to delay or deny payment pursuant to this *ARTICLE* or terminate the Contract pursuant to *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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – Not applicable for this contract

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 for this contact

(Required for construction, renovation, and repair projects)

The County will retain and withhold funds from compensation in compliance with Georgia law. The 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) from any subcontractor 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:

1. Any amendments to the Contract, including all exhibits thereto.
2. The Contract itself, including all exhibits thereto.

3. Attachments appended to the Contract.
4. All other Contract 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

ARTICLE #130 – SALES TAX EXEMPTION STATUS

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

ARTICLE #131 – 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, 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 Contract.

ARTICLE #132 – NOT A JOINT VENTURE

The County shall not be bound by any terms and conditions included in any Contractor 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 the addition to the terms and conditions contained herein.

ARTICLE #133 – 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 Supplier's terms and conditions or service level agreements.
4. 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", "consultant", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 Supplier shall transfer and deliver all goods or services described on the respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective PO and within the Scope of Work and the Supplier's bid response.
11. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written PO or a Change Order of such.
12. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
13. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or specifications set forth in a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. No right or interest in the contract shall be assigned by the Supplier without written permission of the County, and no delegation of any obligation owed or of the performance of any obligation by the Supplier shall be made without the written permission of the County. Any attempted assignment or delegation shall be wholly

void and totally ineffective for all purposes unless made in conformity with this paragraph.

27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This issuance of a 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.
29. All goods and services supplied pursuant to a PO shall, unless otherwise noted, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and the terms, conditions, and specifications of the bid solicitation are incorporated herein by reference and made a part hereof.
30. Any and all media production, recordings, videos, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a PO is issued with 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.
33. 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.
34. The Supplier certifies that it and any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, State of Georgia, or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
35. The Supplier certifies that it is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
36. Goods are Free-On-Board (F.O.B.) destination unless otherwise denoted. Freight, shipping, and delivery shall be pre-paid and added to the invoice as a separate line item.
37. The County does not pay late fees nor interest charges.
38. The Supplier shall charge the County the exact amount of freight, delivery, handling, and insurance charges the Supplier incurs.
39. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier.
40. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

IN WITNESS WHEREOF, said Parties have hereunto affixed their signatures and seals on the day, month, and year below. Bidder must print their company's full legal company name as it appears on their W-9 form below:

Print Company's Full Legal Name Below:

Smyrna Police Distributors
2295 South Cobb Dr.
Smyrna, GA 30080

By: _____

Print Name: Ronda Jacobs

Title: Contracts Manager

Sworn to and subscribed before me this

24 Day of April, 2025.

Notary Public: M. Zann Moon

Notary commission expires: April 16, 2028

[Locus Sigilli – Seal or Stamp]

HALL COUNTY, GEORGIA

By: _____
David Gibbs, Chairman
Board of Commissioners

Date: _____

Attestation: _____
Board of Commission Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

Smyrna Police Distributors
2295 South Cobb Dr.
Smyrna, GA 30080

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Penick

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT # 010-46

For the provision of

Uniform Supply Annual Contract

ARTICLE #101 – INTRODUCTION

This Contract for Uniform Supply Annual Contract (hereinafter "Services") as entered into on_____ and with a limited term from July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and T & T Uniforms, INC, located at 3801 Tramore Pointe Pkwy, Suite 100 (hereinafter "Contractor").

WHEREAS 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 Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors into a partner, employee, or agent of the County, nor shall either Party to this Contract have any authority to bind the other in any respect.

WHEREAS the Contractor represents that it complies with the State of Georgia requirements for corporations and has signified a willingness to provide Services to the County and the County has relied on such representation; and,

WHEREAS the Parties mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

WHEREAS this contract will become legally binding upon signature by both Parties; and,

WHEREAS any attached documents, plans, exhibits, attachments, or references are all incorporated herein by reference, and

NOW, THEREFORE and in consideration of the mutual promises, terms, conditions, covenants, and agreements made as expressed and contained herein, or attached, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.
C. **Price Escalation Clause**. Contractor may request up to, but no more than, a three percent (3%) price escalation adjustment to this contract at each time of contract renewal.

ARTICLE #103 – NOTICES

To the extent that either Party to this Contract is 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
Kerry Alexander
Captain – Operations Bureau
Sheriff's Office
2460 Athens Highway
Gainesville, GA 30507
jkalexander@hallcounty.org
Ph: 770-531-6900

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 INFORMATION

Name: Zach Freise
Title: President
Company Name: T & T Uniforms, LLC
Physical Address: 3801 Tramore Pointe Pkwy, Suite 100
City, State, ZIP: Austell GA 30106
Email: zach@ttuniforms.com
Phone: 404-324-9395 / store - 770-433-3211

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

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION

This Contract may only be modified, amended, or changed in writing and fully executed by both Parties hereto. This Contract 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable 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.

Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS*.

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such Contractors. Contractor shall not engage in any act that will interfere with the performance of work by any other Contractor(s).

ARTICLE #108 – TERMINATION PROVISIONS

The County may terminate this Contract by providing thirty (30) days written notice to the Contractor at any time. Should the County 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) days' written notice, the County 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 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 expressed warranties made by the Contractor.
2. The County determines that Contractor's unsatisfactory performance substantially endangers completion 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the non-breaching Party may:

1. Immediately terminate the Contract for default without additional written notice; and/or,
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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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 subcontractors 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 BONDS.

F. **Payment Limitation in Event of Termination.** In the event of termination of the Contract for any reason by County, 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. Contractor's Termination Duties. Upon receipt of a 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 use 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.
5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

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 expressed written consent of the County.

ARTICLE #111 – USE OF THIRD PARTIES (SUBCONTRACTORS)

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 subcontractors, if allowed in writing by the County. Any Contract with a subcontractor must also preserve the rights of the County.

ARTICLE #112 – 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 #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

The County shall not be bound by any terms and conditions included in any Contractor's sales-orders, 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.

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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County as quickly as possible. In the event of such replacement, Contractor shall (i) notify County of any resulting replacement, (ii) introduce the individual serving as the replacement to County, and/or (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 shall be final, and Contractor will remove the 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 approval.

C. Contractor agrees to obtain prior written approval from the County for the use of subcontractors to provide the Services described in Scope of Work prior to subcontractor's performance of work.

ARTICLE #118 – INSURANCE REQUIREMENTS

The Contractor must procure and maintain insurance policies at the Contractor's own expense and must furnish the County with a certificate of insurance (COI) providing evidence of proof of coverage at least in the amounts indicated in this subsection. The

COI must list "Hall County, Georgia" as the certificate holder and as an additional insured under the commercial general, automobile, and umbrella liability policies as follows: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein throughout the duration of the Contract. The Contractor must maintain the following insurance coverage during the term of the Contract, in at least the minimum amounts set forth below, to cover all loss and liability for damages or destruction of property caused by or arising from any and all services carried on and any and all work performed by the Contractor pursuant to this Contract:

Workers Compensation Insurance: Required for all contracts.

- $500,000 Bodily Injury by Accident – Each Accident
- $500,000 Bodily Injury by Disease – Each Disease
- $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. 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.

- $2,000,000 General Aggregate
- $2,000,000 Products & Completed Operations Aggregate
- $1,000,000 Each Occurrence
- $1,000,000 Personal & Advertising Injury
- $500,000 Damages to Premises/Fire/Legal
- $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.

- $1,000,000 Combined Single Limit Or $500,000 per Person/$1,000,000 per Occurrence
- $100,000 Property Damage
- $1,000 for Medical Payments (no fault coverage)

Additional Provisions:

- Uninsured motorist's coverage should be equal to the per occurrence limit except for contracts with other governmental entities.
- Coverage shall be included for any owned, leased, hired, or non-owned autos.
- 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.
$1,000,000 per Occurrence

Additional Provisions: Required for all contracts.

- Underlying coverage shall be General Liability, Automobile Liability, and Employers Liability (Workers Compensation).
- Minimum limit of $5,000,000 per occurrence for all contracts over $1,000,000 or involving any special risks or high hazard activities.
- Minimum limit of $5,000,000 for automobile coverage for any transportation contracts involving seniors, special education, transit services, students, or youths.
- Concurrent policy dates with primary liability policies except for workers compensation.
- Coverage on a direct basis to ensure coverage consistency and additional protections are made for Hall County BOC.

ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from 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 Work shall remain in effect from the NTP date 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 pursuant to *ARTICLE #106 – CONTRACT AMENDMENTS AND 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 – NOTICES* shall issue a written Notice to Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), the County reserves the right to delay or deny payment pursuant to this *ARTICLE* or terminate the Contract pursuant to *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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – Not applicable for this contract

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 for this contact

(Required for construction, renovation, and repair projects)

The County will retain and withhold funds from compensation in compliance with Georgia law. The 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) from any subcontractor 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:

1. Any amendments to the Contract, including all exhibits thereto.
2. The Contract itself, including all exhibits thereto.

3. Attachments appended to the Contract.
4. All other Contract 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

ARTICLE #130 – SALES TAX EXEMPTION STATUS

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

ARTICLE #131 – 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, 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 Contract.

ARTICLE #132 – NOT A JOINT VENTURE

The County shall not be bound by any terms and conditions included in any Contractor 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 the addition to the terms and conditions contained herein.

ARTICLE #133 – 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 Supplier's terms and conditions or service level agreements.
4. 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", "consultant", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 Supplier shall transfer and deliver all goods or services described on the respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective PO and within the Scope of Work and the Supplier's bid response.
11. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written PO or a Change Order of such.
12. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
13. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or specifications set forth in a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. No right or interest in the contract shall be assigned by the Supplier without written permission of the County, and no delegation of any obligation owed or of the performance of any obligation by the Supplier shall be made without the written permission of the County. Any attempted assignment or delegation shall be wholly

void and totally ineffective for all purposes unless made in conformity with this paragraph.

27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This issuance of a 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.
29. All goods and services supplied pursuant to a PO shall, unless otherwise noted, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and the terms, conditions, and specifications of the bid solicitation are incorporated herein by reference and made a part hereof.
30. Any and all media production, recordings, videos, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a PO is issued with 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.
33. 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.
34. The Supplier certifies that it and any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, State of Georgia, or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
35. The Supplier certifies that it is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
36. Goods are Free-On-Board (F.O.B.) destination unless otherwise denoted. Freight, shipping, and delivery shall be pre-paid and added to the invoice as a separate line item.
37. The County does not pay late fees nor interest charges.
38. The Supplier shall charge the County the exact amount of freight, delivery, handling, and insurance charges the Supplier incurs.
39. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier.
40. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

IN WITNESS WHEREOF, said Parties have hereunto affixed their signatures and seals on the day, month, and year below. Bidder must print their company's full legal company name as it appears on their W-9 form below:

Print Company's Full Legal Name Below:

T & T Uniforms INC.

By: _____

Print Name: Zachfrese

Title: President

Sworn to and subscribed before me this

1st Day of May, 2025.

Notary Public: Karen Nowakowski

Notary commission expires: 3/31/29

[Notary Seal Stamp]

KAREN NOWAKOWSKI NOTARY PUBLIC COBB COUNTY, GEORGIA

HALL COUNTY, GEORGIA

By: _____
David Gibbs, Chairman
Board of Commissioners

Date: _____

Attestation: _____
Board of Commission Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

T+T

IFB #010-46 EXHIBIT C - Cost Proposal Worksheet SHERIFF UNIFORM SUPPLY ANNUAL CONTRACT		
Item #	**Description**	**PRICE**
1	BADGE-1ST LIEUTENANT Blackington B682, GOLD	NO BID
2	BADGE-SHERIFF Blackington B682, GOLD	
3	BADGE-CHIEF DEPUTY Blackton B682, GOLD	
4	BADGE-MAJOR Blackington B682, GOLD	
5	BADGE-CAPTAIN Blackington B682, GOLD	
6	BADGE-LIEUTENANT Blackington B682, GOLD	
7	BADGE-SGT Blackington B682, GOLD	
8	BADGE-INVESTIGATOR Blackington B682, GOLD	
9	BADGE- DEPUTY Blackington B682, SILVER/GOLD	
10	NAME PLATE Blackington, GOLD	
11	NAME PLATE Blackington, SILVER	
12	COLLAR BRASS-SO GOLD, Symbo Arts, S.O., GOLD	
13	COLLAR BRASS-HC SILVER Symbo Arts, H.C., SILVER	
14	COLLAR BRASS-HC GOLD Symbol Arts, H.C., GOLD	
15	COLLAR BRASS-SO SILVER Symbol Arts, S.O., SILVER	
16	HAT BADGE-GOLD SYMBOL ARTS, GOLD	
17	HAT BADGE-SILVER, SYMBOL ARTS, SILVER	
18	HAT COVER, Flying Cross, COVER, Black	NO BID
	Clothing - No exceptions where noted	
19	CLASS A PANTS -MEN'S FLYING CROSS, BLACK POLYESTER 3900-10	
	List prices for sizes: 28-40	$ 51.00
	List prices for oversizes: 42-52	$ 60.00
20	CLASS A PANTS -WOMEN'S FLYING CROSS, BLACK POLYESTER 3900W-10	
	List prices for sizes: 2-20	$ 51.00
	List prices for oversizes: 22-24	$ 60.00
21	CLASS A SHIRT - MEN'S L/S, FLYING CROSS, SILVER TAN 33W78Z-04	
	List prices for sizes: 14 - 20	$ 54.00
	List prices for oversizes: 20-22	$ 63.00
22	CLASS A SHIRT - WOMEN'S L/S, FLYING CROSS, SILVER TAN 126R78Z-04	
	List prices for sizes: 30 - 48	$ 54.00
	List prices for oversizes:	$ 63.00

23	CLASS A SHIRT - MEN'S S/S, FLYING CROSS, Silver Tan 85R78Z-04	
	List prices for sizes: 14 -21	$50.00
	List prices for oversizes:	$60.00
24	CLASS A SHIRT WOMEN'S, S/S, FILYING CROSS, SILVER TAN 176R78Z-04	
	List prices for sizes: 32 - 48	$50.00
	List prices for oversizes:	$60.00
	Ties	
25	CLASS A TIE-20" LENGTH Samual Broome, Black	8.00
26	CLASS A TIE-22" LENGTH Samual Broome, Black	8.00
27	CLASS A TIE - SIZE 14.5 Samual Broome, Black	8.00
28	CLASS C MEN'S BLACK POLO, 5.11, 71049-019	
	List prices for sizes: S - XL	41.50
	List prices for oversizes: 2XL - 4XL	50.00
29	CLASS C WOMEN'S BLACK POLO, 5.11, 61165-019	
	List prices for sizes: S - XL	39.50
	List prices for oversizes: 2XL - 4XL	47.00
30	BLAUER MEN'S TACTICAL PANTS, BLACK , 8666	
	List prices for sizes: 30 - 40	80.00
	List prices for oversizes: 42 - 56	95.00
31	BLAUER WOMEN'S TACTICAL PANTS, BLK 8666W	
	List prices for sizes: 2 -16	80.00
	List prices for oversizes: 18 -20	95.00
32	BLAUER MEN'S L/S FULL SHIRT - SILVER TAN, 8671	
	List prices for sizes: S - XL	74.75
	List prices for oversizes: 2XL - 5XL	88.50
33	BLAUER WOMEN'S L/S FULL SHIRT - SILVER TAN, 8671W	
	List prices for sizes: 30 - 46	74.75
	List all oversize prices	88.50
34	BLAUER MEN'S S/S FULL SHIRT - SILVER TAN, 8676	
	List prices for sizes: Small - XLarge	69.80
	List prices for sizes: 2XL - 5XL	82.50
	BLAUER WOMEN'S S/S FULL SHIRT - SILVER TAN, 8676W	

35	List prices for sizes: 30 -44	69.80
	List prices for sizes:	82.60
36	BLAUER MEN'S S/S SHIRT, 8676, BLACK	
	List prices for Small - Xlarge	69.80
	List prices for sizes 2XL - 5XL	83.00
37	BLAUER MEN'S L/S SHIRT 8671, BLACK	
	List prices for sizes 14.5 - 17.5	74.75
	List prices for sizes 18.0 - 22.5	89.00
38	BLAUER WOMEN'S S/S SHIRT 8676W, BLACK	
	List prices for sizes 30 to 48	69.80
	List all oversize prices	83.00
39	BLAUER WOMEN'S L/S SHIRT 8671W, BLACK	
	List prices for sizes 30 to 48	74.75
	List all oversize prices	
40	BELLEVILLE BOOTS - KHYBER SIDE ZIP, BLACK, TR960Z	
	Shoe Size: 4.0 - 8.5	123.00
	Shoe Size: 9.0 - 12.0	1
	Shoe Size: 12.5 - 15	1
41	CAMPAIGN HAT- STRATTON, 10DB, BLACK	107.00
	Hat Sizes: 6 1/2 - 8	
42	CAMPAIGN HAT ACORNS-GOLD, FLYING CROSS, ACORNS, GOLD	11.00
43	CAMPAIGN HAT STRAPS, FLYING CROSS, STRAP, BLACK	8.00
44	HAT COVER, FLYING CROSS, COVER, BLACK, 475 RHC	14.00
45	5.11 SIERRA BRAVO NYLON DUTY BELT - SIERRA BRAVO 59505A BLACK	
	List prices for sizes: Small - XLarge	53.00
	List prices for sizes: 2XL - 5XL	100.00
46	5.11 SIERRA BRAVO REPLACEMENT BUCKLE, SB BUCKLE, BLACK	No Bid
47	5.11 SIERRA BRAVO REPLACEMENT BELT KEEPERS, SB BELT KEEPERS, BLACK 59508	11.25

48	HALTZ TRAFFIC GLOVES FULL FINGER, HighVisibility	35.00
48a	HNT501 - SMALL	35.00
48b	HNT502- MEDIUM	35.00
48c	HNT503- LARGE	35.00
48d	HNT504-XL	35.00
48e	HNT505-XXL	35.00
48f	HNT506-XXXL	35.00
49	TRAFFIC VEST- 2, REFLECTIVE APPAREL, YELLOW 551-plain	24.50
50	HANDCUFFS, SMITH & WESSON, M100, SILVER	33.00
51	HANDCUFF CASE-5.11 NYLON, SIERRA BRAVO, 56246 BLACK	19.19
52	HANDCUFF KEY W/ KEYCHAIN, Zak Tool, ZT11P, BLACK	7.16
53	HANDCUFF KEY W/CLIP, Zak Tool, ZT14, BLACK	11.70
54	PATCH REMOVAL	3.50
55	PATCH REPLACEMENT	3.50
56	HEMMING	10.00
57	UNIFORM REPAIR	More info needed

* Blauer Prices good until 7-1-2025 with current market conditions They will tell us by 7-1-2025 what prices will for the rest of 2025.

SPD

IFB #010-46 EXHIBIT C - Cost Proposal Worksheet
SHERIFF UNIFORM SUPPLY ANNUAL CONTRACT

Item #	Description	PRICE
1	BADGE-1ST LIEUTENANT Blackington B682, GOLD	80.00
2	BADGE-SHERIFF Blackington B682, GOLD	80.00
3	BADGE-CHIEF DEPUTY Blackton B682, GOLD	80.00
4	BADGE-MAJOR Blackington B682, GOLD	80.00
5	BADGE-CAPTAIN Blackington B682, GOLD	80.00
6	BADGE-LIEUTENANT Blackington B682, GOLD	80.00
7	BADGE-SGT Blackington B682, GOLD	80.00
8	BADGE-INVESTIGATOR Blackington B682, GOLD	80.00
9	BADGE- DEPUTY Blackington B682, SILVER/GOLD	80.00
10	NAME PLATE Blackington, GOLD	17.00
11	NAME PLATE Blackington, SILVER	17.00
12	COLLAR BRASS-SO GOLD, Symbo Arts, S.O., GOLD	26.50
13	COLLAR BRASS-HC SILVER Symbo Arts, H.C., SILVER	26.50
14	COLLAR BRASS-HC GOLD Symbol Arts, H.C., GOLD	26.50
15	COLLAR BRASS-SO SILVER Symbol Arts, S.O., SILVER	26.50
16	HAT BADGE-GOLD SYMBOL ARTS, GOLD	NO BID
17	HAT BADGE-SILVER, SYMBOL ARTS, SILVER	NO BID
18	HAT COVER, Flying Cross, COVER, Black Blauer/Premier	23.00
	Clothing - No exceptions where noted	
19	CLASS A PANTS -MEN'S FLYING CROSS, BLACK POLYESTER 3900-10 Blauer 8650T-11	
	List prices for sizes: 28-40	56.00
	List prices for oversizes: 42-52	61.60
20	CLASS A PANTS -WOMEN'S FLYING CROSS, BLACK POLYESTER 3900W-10 Blauer 8650WT-11	
	List prices for sizes: 2-20	56.00
	List prices for oversizes: 22-24	61.60
21	CLASS A SHIRT - MEN'S L/S, FLYING CROSS, SILVER TAN 33W78Z-04 Blauer 8670-45	
	List prices for sizes: 14 - 20	58.00
	List prices for oversizes: 20-22	63.80
22	CLASS A SHIRT - WOMEN'S L/S, FLYING CROSS, SILVER TAN 126R78Z-04 Blauer 8670W-45	
	List prices for sizes: 30 - 48	58.00
	List prices for oversizes:	63.80

OVERSIZE CHARGES WILL APPLY

OVERSIZE CHARGES WILL APPLY

23	CLASS A SHIRT - MEN'S S/S, FLYING CROSS, Silver Tan 85R78Z-04 Blauer 8675-45	
	List prices for sizes: 14 -21	55.00
	List prices for oversizes: 22 — 24	60.00
24	CLASS A SHIRT WOMEN'S, S/S, FILYING CROSS, SILVER TAN 176R78Z-04 Blauer 8675W-45	
	List prices for sizes: 32 - 48 - 32 thru 44	55.00
	List prices for oversizes: 46 thru 48	60.00
	Ties	
25	CLASS A TIE-20" LENGTH Samual Broome, Black 90049	8.00
26	CLASS A TIE-22" LENGTH Samual Broome, Black 90063	8.00
27	CLASS A TIE - SIZE 14.5 Samual Broome, Black 90057	7.50
28	CLASS C MEN'S BLACK POLO, 5.11, 71049-019	
	List prices for sizes: S - XL Plain NO EMBROIDERY	44.00
	List prices for oversizes: 2XL - 4XL	48.00
29	CLASS C WOMEN'S BLACK POLO, 5.11, 61165-019	
	List prices for sizes: S - XL Plain NO EMBROIDERY	44.00
	List prices for oversizes: 2XL - 4XL UP TO 2XL	48.00
30	BLAUER MEN`S TACTICAL PANTS, BLACK , 8666 ✓	
	List prices for sizes: 30 - 40	69.00
	List prices for oversizes: 42 - 56	75.90
31	BLAUER WOMEN`S TACTICAL PANTS, BLK 8666W ✓	
	List prices for sizes: 2 -16	69.00
	List prices for oversizes: 18 -20	7590
32	BLAUER MEN`S L/S FULL SHIRT - SILVER TAN, 8671 ✓	
	List prices for sizes: S - XL	69.00
	List prices for oversizes: 2XL - 5XL	75.90
33	BLAUER WOMEN`S L/S FULL SHIRT - SILVER TAN, 8671W ✓	
	List prices for sizes: 30 - 46 30-44	69.00
	List all oversize prices 46 +	75.90
34	BLAUER MEN`S S/S FULL SHIRT - SILVER TAN, 8676	
	List prices for sizes: Small - XLarge	65.00
	List prices for sizes: 2XL - 5XL	71.50
	BLAUER WOMEN`S S/S FULL SHIRT - SILVER TAN, 8676W	

OVERSIZE CHARGES WILL APPLY

OVERSIZE CHARGES WILL APPLY

35	List prices for sizes: 30 -44	65.00
	List prices for sizes:	71.50
36	BLAUER MEN'S S/S SHIRT, 8676, BLACK	
	List prices for Small - Xlarge	65.00
	List prices for sizes 2XL - 5XL	71.50
37	BLAUER MEN'S L/S SHIRT 8671, BLACK	
	List prices for sizes 14.5 - 17.5	69.00
	List prices for sizes 18.0 - 22.5	75.90
38	BLAUER WOMEN'S S/S SHIRT 8676W, BLACK	
	List prices for sizes 30 to 48	65.00
	List all oversize prices	71.50
39	BLAUER WOMEN'S L/S SHIRT 8671W, BLACK	
	List prices for sizes 30 to 48 30 -44	69.00
	List all oversize prices 46 +	75.90
40	BELLEVILLE BOOTS - KHYBER SIDE ZIP, BLACK, TR960Z	
	Shoe Size: 4.0 - 8.5	
	Shoe Size: 9.0 - 12.0	115 00
	Shoe Size: 12.5 - 15	115 00
41	CAMPAIGN HAT- STRATTON, 10DB, BLACK	
	Hat Sizes: 6 1/2 - 8 (Chin STRAP NOT included)	110 00
42	CAMPAIGN HAT ACORNS-GOLD, FLYING CROSS, ACORNS, GOLD	12.50
43	CAMPAIGN HAT STRAPS, FLYING CROSS, STRAP, BLACK	9.00
44	HAT COVER, FLYING CROSS, COVER, BLACK, 475 RHC	22.00
45	5.11 SIERRA BRAVO NYLON DUTY BELT - SIERRA BRAVO 59505, BLACK	
	List prices for sizes: Small - XLarge	43 00
	List prices for sizes: 2XL - 5XL	47.30
46	5.11 SIERRA BRAVO REPLACEMENT BUCKLE, SB BUCKLE, BLACK	NO BID DISCONTINUED
47	5.11 SIERRA BRAVO REPLACEMENT BELT KEEPERS, SB BELT KEEPERS, BLACK	17.00

OVERSIZE CHARGES WILL APPLY

OVERSIZE CHARGES WILL APPLY

48	HALTZ TRAFFIC GLOVES FULL FINGER, HighVisibility	40.00
48a	HNT501 - SMALL	40.00
48b	HNT502- MEDIUM	40.00
48c	HNT503- LARGE	40.00
48d	HNT504-XL	40.00
48e	HNT505-XXL	40.00
48f	HNT506-XXXL	40.00
49	TRAFFIC VEST- 2, REFLECTIVE APPAREL, YELLOW Premier PV1055	42.00
50	HANDCUFFS, SMITH & WESSON, M100, SILVER	36.00
51	HANDCUFF CASE-5.11 NYLON, SIERRA BRAVO, 56246 BLACK	22.00
52	HANDCUFF KEY W/ KEYCHAIN, Zak Tool, ZT11P, BLACK	12.00
53	HANDCUFF KEY W/CLIP, Zak Tool, ZT14, BLACK	12.00
54	PATCH REMOVAL	1.25 ea
55	PATCH REPLACEMENT	1.25 ea
56	HEMMING	2.50 per Pair
57	UNIFORM REPAIR	12.00 - 18.00

* Logo setup fees are $75.00 per Logo

* Hemming included with purchase of trousers * @ time of purchase.

* Rehemming Charge is $2.50 per pair

* EMBROIDERED Logos or names are NOT included in pricing

OVERSIZE CHARGES WILL APPLY

Federal Eastern md

IFB #010-46 EXHIBIT C - Cost Proposal Worksheet SHERIFF UNIFORM SUPPLY ANNUAL CONTRACT		
Item #	**Description**	**PRICE**
1	BADGE-1ST LIEUTENANT Blackington B682, GOLD	$75.60
2	BADGE-SHERIFF Blackington B682, GOLD	$75.60
3	BADGE-CHIEF DEPUTY Blackton B682, GOLD	$75.60
4	BADGE-MAJOR Blackington B682, GOLD	$75.60
5	BADGE-CAPTAIN Blackington B682, GOLD	$75.60
6	BADGE-LIEUTENANT Blackington B682, GOLD	$75.60
7	BADGE-SGT Blackington B682, GOLD	$75.60
8	BADGE-INVESTIGATOR Blackington B682, GOLD	$75.60
9	BADGE- DEPUTY Blackington B682, SILVER/GOLD	$99.68
10	NAME PLATE Blackington, GOLD	N/A
11	NAME PLATE Blackington, SILVER	N/A
12	COLLAR BRASS-SO GOLD, Symbo Arts, S.O., GOLD	N/A
13	COLLAR BRASS-HC SILVER Symbo Arts, H.C., SILVER	N/A
14	COLLAR BRASS-HC GOLD Symbol Arts, H.C., GOLD	N/A
15	COLLAR BRASS-SO SILVER Symbol Arts, S.O., SILVER	N/A
16	HAT BADGE-GOLD SYMBOL ARTS, GOLD	N/A
17	HAT BADGE-SILVER, SYMBOL ARTS, SILVER	N/A
18	HAT COVER, Flying Cross, COVER, Black	NA
	Clothing - No exceptions where noted	
19	CLASS A PANTS -MEN'S FLYING CROSS, BLACK POLYESTER 3900-10	
	List prices for sizes: 28-40	NA
	List prices for oversizes: 42-52	NA
20	CLASS A PANTS -WOMEN'S FLYING CROSS, BLACK POLYESTER 3900W-10	
	List prices for sizes: 2-20	NA
	List prices for oversizes: 22-24	NA
21	CLASS A SHIRT - MEN'S L/S, FLYING CROSS, SILVER TAN 33W78Z-04	
	List prices for sizes: 14 - 20	NA
	List prices for oversizes: 20-22	NA
22	CLASS A SHIRT - WOMEN'S L/S, FLYING CROSS, SILVER TAN 126R78Z-04	
	List prices for sizes: 30 - 48	NA
	List prices for oversizes:	NA

23	CLASS A SHIRT - MEN'S S/S, FLYING CROSS, Silver Tan 85R78Z- 04	
	List prices for sizes: 14 -21	NA
	List prices for oversizes:	NA
24	CLASS A SHIRT WOMEN'S, S/S, FILYING CROSS, SILVER TAN 176R78Z-04	
	List prices for sizes: 32 - 48	NA
	List prices for oversizes:	NA
	Ties	
25	CLASS A TIE-20" LENGTH Samual Broome, Black CLASS A TIE-22" LENGTH	NA
26	Samual Broome, Black CLASS A TIE - SIZE 14.5 Samual Broome, Black	NA
27		
28	CLASS C MEN'S BLACK POLO, 5.11, 71049-019	
	List prices for sizes: S - XL	$36.75
	List prices for oversizes: 2XL - 4XL	$42.50
29	CLASS C WOMEN'S BLACK POLO, 5.11, 61165-019	
	List prices for sizes: S - XL	$38.75
	List prices for oversizes: 2XL - 4XL	$44.50
30	BLAUER MEN`S TACTICAL PANTS, BLACK , 8666	
	List prices for sizes: 30 - 40	NA
	List prices for oversizes: 42 - 56	NA
31	BLAUER WOMEN`S TACTICAL PANTS, BLK 8666W	
	List prices for sizes: 2 -16	NA
	List prices for oversizes: 18 -20	NA
32	BLAUER MEN`S L/S FULL SHIRT - SILVER TAN, 8671	
	List prices for sizes: S - XL	NA
	List prices for oversizes: 2XL - 5XL	NA
33	BLAUER WOMEN`S L/S FULL SHIRT - SILVER TAN, 8671W	
	List prices for sizes: 30 - 46	NA
	List all oversize prices	NA
34	BLAUER MEN`S S/S FULL SHIRT - SILVER TAN, 8676	
	List prices for sizes: Small - XLarge	NA
	List prices for sizes: 2XL - 5XL	NA
	BLAUER WOMEN`S S/S FULL SHIRT - SILVER TAN, 8676W	

35	List prices for sizes: 30 -44	NA
	List prices for sizes:	NA
36	BLAUER MEN'S S/S SHIRT, 8676, BLACK	
	List prices for Small - Xlarge	NA
	List prices for sizes 2XL - 5XL	NA
37	BLAUER MEN'S L/S SHIRT 8671, BLACK	
	List prices for sizes 14.5 - 17.5	NA
	List prices for sizes 18.0 - 22.5	NA
38	BLAUER WOMEN'S S/S SHIRT 8676W, BLACK	
	List prices for sizes 30 to 48	NA
	List all oversize prices	NA
39	BLAUER WOMEN'S L/S SHIRT 8671W, BLACK	
	List prices for sizes 30 to 48	NA
	List all oversize prices	NA
40	BELLEVILLE BOOTS - KHYBER SIDE ZIP, BLACK, TR960Z	
	Shoe Size: 4.0 - 8.5	$98.50
	Shoe Size: 9.0 - 12.0	$98.50
	Shoe Size: 12.5 - 15	$98.50
41	CAMPAIGN HAT- STRATTON, 10DB, BLACK	
	Hat Sizes: 6 1/2 - 8	NA
42	CAMPAIGN HAT ACORNS-GOLD, FLYING CROSS, ACORNS, GOLD	NA
43	CAMPAIGN HAT STRAPS, FLYING CROSS, STRAP, BLACK	NA
44	HAT COVER, FLYING CROSS, COVER, BLACK, 475 RHC	NA
45	5.11 SIERRA BRAVO NYLON DUTY BELT - SIERRA BRAVO 59505, BLACK	
	List prices for sizes: Small - XLarge	$49.75
	List prices for sizes: 2XL - 5XL	$54.50
46	5.11 SIERRA BRAVO REPLACEMENT BUCKLE, SB BUCKLE, BLACK #59507	$8.00
47	5.11 SIERRA BRAVO REPLACEMENT BELT KEEPERS,	$12.75
	SB BELT KEEPERS, BLACK #59508	

48	HALTZ TRAFFIC GLOVES FULL FINGER, HighVisibility	NA
48a	HNT501 - SMALL	NA
48b	HNT502- MEDIUM	NA
48c	HNT503- LARGE	NA
48d	HNT504-XL	NA
48e	HNT505-XXL	NA
48f	HNT506-XXXL	NA
49	TRAFFIC VEST- 2, REFLECTIVE APPAREL, YELLOW	NA
50	HANDCUFFS, SMITH & WESSON, M100; SILVER	$33.75
51	HANDCUFF CASE-5.11 NYLON, SIERRA BRAVO, 56246 BLACK	$18.50
52	HANDCUFF KEY W/ KEYCHAIN, Zak Tool, ZT11P, BLACK	$11.50
53	HANDCUFF KEY W/CLIP, Zak Tool, ZT14, BLACK	$11.50
54	PATCH REMOVAL	NA
55	PATCH REPLACEMENT	NA
56	HEMMING	NA
57	UNIFORM REPAIR	NA

Strongpoint

IFB #010-46 EXHIBIT C - Cost Proposal Worksheet
SHERIFF UNIFORM SUPPLY ANNUAL CONTRACT

Item #	Description	PRICE
1	BADGE-1ST LIEUTENANT Blackington B682, GOLD	140
2	BADGE-SHERIFF Blackington B682, GOLD	140
3	BADGE-CHIEF DEPUTY Blackton B682, GOLD	140
4	BADGE-MAJOR Blackington B682, GOLD	140
5	BADGE-CAPTAIN Blackington B682, GOLD	140
6	BADGE-LIEUTENANT Blackington B682, GOLD	140
7	BADGE-SGT Blackington B682, GOLD	140
8	BADGE-INVESTIGATOR Blackington B682, GOLD	140
9	BADGE- DEPUTY Blackington B682, SILVER/GOLD	140
10	NAME PLATE Blackington, GOLD	18
11	NAME PLATE Blackington, SILVER	18
12	COLLAR BRASS-SO GOLD, Symbo Arts, S.O., GOLD	16
13	COLLAR BRASS-HC SILVER Symbo Arts, H.C., SILVER	14
14	COLLAR BRASS-HC GOLD Symbol Arts, H.C., GOLD	16
15	COLLAR BRASS-SO SILVER Symbol Arts, S.O., SILVER	14
16	HAT BADGE-GOLD SYMBOL ARTS, GOLD	
17	HAT BADGE-SILVER, SYMBOL ARTS, SILVER	
18	HAT COVER, Flying Cross, COVER, Black	
	Clothing - No exceptions where noted	
19	CLASS A PANTS -MEN'S FLYING CROSS, BLACK POLYESTER 3900-10	
	List prices for sizes: 28-40	
	List prices for oversizes: 42-52	
20	CLASS A PANTS -WOMEN'S FLYING CROSS, BLACK POLYESTER 3900W-10	
	List prices for sizes: 2-20	
	List prices for oversizes: 22-24	
21	CLASS A SHIRT - MEN'S L/S, FLYING CROSS, SILVER TAN 33W78Z-04	
	List prices for sizes: 14 - 20	
	List prices for oversizes: 20-22	
22	CLASS A SHIRT - WOMEN'S L/S, FLYING CROSS, SILVER TAN 126R78Z-04	
	List prices for sizes: 30 - 48	
	List prices for oversizes:	

23	CLASS A SHIRT - MEN'S S/S, FLYING CROSS, Silver Tan 85R78Z-04	
	List prices for sizes: 14 -21	
	List prices for oversizes:	
24	CLASS A SHIRT WOMEN'S, S/S, FILYING CROSS, SILVER TAN 176R78Z-04	
	List prices for sizes: 32 - 48	
	List prices for oversizes:	
	Ties	
25	CLASS A TIE-20" LENGTH Samual Broome, Black	
26	CLASS A TIE-22" LENGTH Samual Broome, Black	
27	CLASS A TIE - SIZE 14.5 Samual Broome, Black	
28	CLASS C MEN'S BLACK POLO, 5.11, 71049-019	
	List prices for sizes: S - XL	44
	List prices for oversizes: 2XL - 4XL	50
29	CLASS C WOMEN'S BLACK POLO, 5.11, 61165-019	
	List prices for sizes: S - XL	42
	List prices for oversizes: 2XL - 4XL	50
30	BLAUER MEN`S TACTICAL PANTS, BLACK , 8666	
	List prices for sizes: 30 - 40	
	List prices for oversizes: 42 - 56	
31	BLAUER WOMEN`S TACTICAL PANTS, BLK 8666W	
	List prices for sizes: 2 -16	
	List prices for oversizes: 18 -20	
32	BLAUER MEN`S L/S FULL SHIRT - SILVER TAN, 8671	
	List prices for sizes: S - XL	
	List prices for oversizes: 2XL - 5XL	
33	BLAUER WOMEN`S L/S FULL SHIRT - SILVER TAN, 8671W	
	List prices for sizes: 30 - 46	
	List all oversize prices	
34	BLAUER MEN`S S/S FULL SHIRT - SILVER TAN, 8676	
	List prices for sizes: Small - XLarge	
	List prices for sizes: 2XL - 5XL	
	BLAUER WOMEN`S S/S FULL SHIRT - SILVER TAN, 8676W	

35	List prices for sizes: 30 -44 List prices for sizes:	
36	BLAUER MEN'S S/S SHIRT, 8676, BLACK List prices for Small - Xlarge List prices for sizes 2XL - 5XL	
37	BLAUER MEN'S L/S SHIRT 8671, BLACK List prices for sizes 14.5 - 17.5 List prices for sizes 18.0 - 22.5	
38	BLAUER WOMEN'S S/S SHIRT 8676W, BLACK List prices for sizes 30 to 48 List all oversize prices	
39	BLAUER WOMEN'S L/S SHIRT 8671W, BLACK List prices for sizes 30 to 48 List all oversize prices	
40	BELLEVILLE BOOTS - KHYBER SIDE ZIP, BLACK, TR960Z Shoe Size: 4.0 - 8.5 Shoe Size: 9.0 - 12.0 Shoe Size: 12.5 - 15	
41	CAMPAIGN HAT- STRATTON, 10DB, BLACK Hat Sizes: 6 1/2 - 8	
42	CAMPAIGN HAT ACORNS-GOLD, FLYING CROSS, ACORNS, GOLD	
43	CAMPAIGN HAT STRAPS, FLYING CROSS, STRAP, BLACK	
44	HAT COVER, FLYING CROSS, COVER, BLACK, 475 RHC	
45	5.11 SIERRA BRAVO NYLON DUTY BELT - SIERRA BRAVO 59505, BLACK List prices for sizes: Small - XLarge List prices for sizes: 2XL - 5XL	 60 65
46	5.11 SIERRA BRAVO REPLACEMENT BUCKLE, SB BUCKLE, BLACK	
47	5.11 SIERRA BRAVO REPLACEMENT BELT KEEPERS, SB BELT KEEPERS, BLACK	14

48	HALTZ TRAFFIC GLOVES FULL FINGER, HighVisibility	
48a	HNT501 - SMALL	
48b	HNT502- MEDIUM	
48c	HNT503- LARGE	
48d	HNT504-XL	
48e	HNT505-XXL	
48f	HNT506-XXXL	
49	TRAFFIC VEST- 2, REFLECTIVE APPAREL, YELLOW	
50	HANDCUFFS, SMITH & WESSON, M100, SILVER	
51	HANDCUFF CASE-5.11 NYLON, SIERRA BRAVO, 56246 BLACK	22
52	HANDCUFF KEY W/ KEYCHAIN, Zak Tool, ZT11P, BLACK	9
53	HANDCUFF KEY W/CLIP, Zak Tool, ZT14, BLACK	12
54	PATCH REMOVAL	2
55	PATCH REPLACEMENT	5
56	HEMMING	10
57	UNIFORM REPAIR	15

Uniforms Unlimited

EXHIBIT C - MANDATORY COST PROPOSAL

HALL COUNTY GOVERNMENT
FINANCIAL SERVICES
IFB #010-46, SHERIFF UNIFORM SUPPLY ANNUAL CONTRACT

Item#	Description	PRICE
	Badges and Bars	
1	1ST LIEUTENANT. BADGE Blackington, GOLD	$ 92.00
2	BADGE-SHERIFF Blackington B682, GOLD	$ 85.00
3	BADGE-CHIEF DEPUTY - Blackington B682, GOLD	$ 85.00
4	BADGE-MAJOR Blackington B682, GOLD	$ 85.00
5	BADGE-CAPTAIN Blackington B682, GOLD	$ 85.00
6	BADGE-LIEUTENANT Blackington B682, GOLD	$ 85.00
7	BADGE-SGT Blackington B682, GOLD	$ 85.00
8	BADGE-INVESTIGATOR Blackington B682, GOLD	$ 85.00
9	BADGE-DEPUTY Blackington B682, GOLD	$ 85.00
10	NAME PLATE Blackington, GOLD	$ 17.00
11	NAME PLATE Blackington, SILVER	$ 17.00
12	COLLAR BRASS-SO GOLD, Symbo Arts, S.O., GOLD	$ 14.00
13	COLLAR BRASS-HC SILVER Symbo Arts, H.C., SILVER	$ 14.00
14	COLLAR BRASS-HC GOLD Symbol Arts, H.C., GOLD	$ 14.00
15	COLLAR BRASS-SO SILVER Symbol Arts, S.O., SILVER	$ 14.00
16	HAT BADGE-GOLD SYMBOL ARTS GOLD	NO BID
17	HAT BADGE-SILVER, SYMBOL ARTS, SILVER	NO BID
18	HAT COVER, Flying Cross, COVER, Black	$ 10.00
	Clothing - No exceptions where noted	
19	CLASS A PANTS -MEN'S FLYING CROSS, BLACK POLYESTER-3900-10	
	List prices for sizes: 28-40	$ 49.50
	List prices for oversizes: 42-52	$ 58.00
20	CLASS A PANTS -WOMEN'S FLYING CROSS, BLACK POLYESTER 3900W-10	
	List prices for sizes: 2-20	$ 49.50
	List prices for oversizes: 22-24	$ 58.00
21	CLASS A SHIRT - MEN'S L/S, FLYING CROSS, SILVER TAN 33W78Z-04	
	List prices for sizes: 14 - 20	$ 61.00
	List prices for oversizes: 20-22	$ 75.00
22	CLASS A SHIRT - WOMEN'S L/S, FLYING CROSS, SILVER TAN 126R78Z-04	
	List prices for sizes: 30 - 48	$ 61.00
	List prices for oversizes:	$ 75.00
24	CLASS A SHIRT - MEN'S S/S, FLYING CROSS, Silver Tan 85R78Z-04	
	List prices for sizes: 14 -21	$ 53.00

	List prices for oversizes:	$ 63.00
25	CLASS A SHIRT WOMEN'S, S/S, FILYING CROSS, SILVER TAN 176R78Z-04	
	List prices for sizes: 14 32-48	$ 53.00
	List prices for oversizes:	$ 63.00
26	**Ties**	
26a	CLASS A TIE-20" LENGTH Samual Broome, Black	$ 8.00
26b	CLASS A TIE-22" LENGTH Samual Broome, Black	$ 8.00
26c	CLASS A TIE - SIZE 14.5 Samual Broome, Black	$ 7.00
28	CLASS C MEN'S BLACK POLO, 5.11, 71049-019	
	List prices for sizes: S - XL	$ 39.00
	List prices for oversizes: 2XL - 4XL	$ 42.00
29	CLASS C WOMEN'S BLACK POLO, 5.11, 61165-019	
	List prices for sizes: S - XL	$ 39.00
	List prices for oversizes: 2XL - 4XL	$ 42.00
30	BLAUER MEN`S TACTICAL PANTS, BLACK, 8666	
	List prices for sizes: 30 - 40	no bid
	List prices for oversizes: 42 - 58	no bid
31	BLAUER WOMEN`S TACTICAL PANTS, BLK 8666W	
	List prices for sizes: 2 - 16	no bid
	List prices for oversizes:16-20	no bid
32	BLAUER MEN`S L/S FULL SHIRT - Silver Tan 8671	
	List prices for sizes: S - XL	no bid
	List prices for oversizes: 2XL - 4XL	no bid
33	BLAUER WOMEN`S L/S FULL SHIRT - Silver Tan 8671w	
	List prices for sizes: S - XL	no bid
	List prices for oversizes: 2XL - 4XL	no bid
34	BLAUER MEN`S S/S FULL SHIRT - Silver Tan 8676	
	List prices for sizes: S - XL	no bid
	List prices for oversizes: 2XL - 4XL	no bid
35	BLAUER WOMEN`S S/S FULL SHIRT - Silver Tan 8676W	
	List prices for sizes: S - XL	no bid
	List prices for oversizes: 2XL - 4XL	no bid
36	BLAUER MEN'S S/S SHIRT, 8676, BLACK	
	List prices for sizes: S - XL	no bid

	List prices for oversizes: 2XL - 4XL	no bid
37	BLAUER MEN'S L/S SHIRT 8671, BLACK	
	List prices for sizes: S - XL	no bid
	List prices for oversizes: 2XL - 4XL	no bid
38	BLAUER WOMEN'S S/S SHIRT 8676W, BLACK	
	List prices for sizes: S - XL	no bid
	List prices for oversizes: 2XL - 4XL	no bid
39	BLAUER WOMEN'S L/S SHIRT 8671W, BLACK	
	List prices for sizes: S - XL	
	List prices for oversizes: 2XL - 4XL	
40	BELLEVILLE BOOTS - MEN'S KHYBER SIDE ZIP, Black	
	Shoe Size: 4.0 - 8.5	$ 130.00
	Shoe Size: 9.0 - 12.0	$ 130.00
	Shoe Size: 12.5 - 15.0	$ 130.00
41	CAMPAIGN HAT- STRATTON, 10DB, Black	
	Hat Sizes: 6 1/2 - 8	$ 96.00
42	CAMPAIGN HAT ACORNS-GOLD, Flying Cross, ACORNS, Gold	$ 9.50
43	CAMPAIGN HAT STRAPS, Flying Cross, Strap, Black	$ 9.00
44	HAT COVER, Flying Cross, COVER, Black	$ 9.00
45	5.11 SIERRA BRAVO NYLON DUTY BELT - SIERRA BRAVO 59505	
	List prices for sizes: S - XL	$ 47.50
	List prices for oversizes: 2XL - 5XL	$ 55.00
46	5.11 SIERRA BRAVO REPLACEMENT BUCKLE, SB BUCKLE, BLACK	$ 6.50
47	5.11 SIERRA BRAVO REPLACEMENT BELT KEEPERS, SB BELT	$ 11.50
48	HALTZ TRAFFIC GLOVES FULL FINGER, HighVisibility	
48a	HNT501 - SMALL	no bid
48b	HNT502- MEDIUM	no bid
48c	HNT503- LARGE	no bid
48d	HNT504-XL	no bid
48e	HNT505-XXL	no bid
48f	HNT506-XXXL	no bid
49	TRAFFIC VEST- 2, Reflective Apparel, Yellow	$ 47.00

50	HANDCUFFS, Smith and Wesson, M100, Silver	$ 32.00
51	HANDCUFF CASE-NYLON, SIERRA BRAVO, Black	$ 17.25
52	HANDCUFF KEY W/ KEYCHAIN, Zak Tool, ZT11P, Black	$ 7.00
53	HANDCUFF KEY W/CLIP, Zak Tool, ZT14, Black	$ 7.00
54	PATCH REMOVAL	$ 3.00
55	PATCH REPLACEMENT	$ 4.00
56	HEMMING	$ 7.00
57	UNIFORM REPAIR	$ 10.00

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (06/09/25)**

REPORT TO: **Voting Meeting (06/12/25)**

ITEM NO: 231/2025

SUBJECT: Approve the annual contract renewal for medical services for the Hall County Jail to Dr. Linwood Zoller, M.D. of Gainesville, GA. The estimated annual cost is $171,612.00.

Meetings:

Work Session Date: 06/09/25 **Voting Meeting Date:** 06/12/25

Executive Summary:

Presenter: 1LJA

Recommendation:
Approve.

Purpose of Request:
Approve the annual contract renewal for medical services for the Hall County Jail to Dr. Linwood Zoller, M.D. of Gainesville, GA. The estimated annual cost is $171,612.00.

History:
Dr. Zoller has been the Medical Director for the Jail since 1992 and is a vendor in good standing with the County.

Facts and Issues:
There is no price increase in the annual salary for FY 2026.

Options:

Funding Requested	$ 171,612.00
Are funds within current budget?	Yes
Source of Funds	General 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?	2025-06-12

Approvals:

Submit	Approve	Purchasing	Budget
SC	SC	AP	JM

Finance	Attorney	Administration	Clerk
TS	WLI	CR	JR

Attachments:
Financial Supplement
Contract Signature Request
FY 2026 Contract Renewal

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 231/2025

Funds Requested: $ 171,612.00

Request Budgeted: Yes

Proposed Source of Funding:

General Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	100-GENERAL FUND	3326-SHERIFFâ€JAIL	521208-MEDICAL SERVICES	$171,612.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: MJS

Phone: 770-531-4959

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Penick

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

CONTRACT EXECUTION SIGNATURE REQUEST

Date: May 13, 2025

To: David Gibbs, Chairman, BOC

From: Andy Penick, Purchasing Manager

Your signature is requested to execute the attached Contract:

Bid/Contract Number: N/A

Bid/Contract Name: Physician Agreement for Dr. Linwood Zoller, MD

Department(s) Requesting Contract: Sheriff

Award Recipient Name: Dr. Linwood Zoller, MD

Contract Description:

☐ Annual Contract ☐ New ☒ Renewal

FY 2025 Projected Spend: $171,611.53

☐ Price Increase Requested Increase Percentage: N/A

☒ Project/Service Contract FY2026 Estimated Amount: $171,611.53

☐ Product Contract Estimated Amount:

Comment:

The FY 2026 Estimated amount has been reviewed against the projected FY 2026 budget by Finance. Dr. Zoller has been the Medical Director for the Jail since 1992 and is a vendor in good standing with the County.

PHYSICIAN AGREEMENT

This Agreement made this 1st day of July, 2025 by and between **Hall County, Georgia**, a political subdivision of the State of Georgia ("County") and **Dr. Linwood Zoller, M.D.** ("Independent Contractor").

WHEREAS, the County operates the Hall County Jail and Detention Center (the "Detention Center"), and desires to services of a qualified physician to provide healthcare services to the inmates housed in the Detention Center from time to time; and

WHEREAS, Independent Contractor is a qualified, licensed physician capable of providing healthcare services; and

WHEREAS, Independent Contractor agrees to provide, from time to time, the services contracted for hereunder on behalf of the County; and

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, it is mutually agreed as follows:

1. Physician Services. Independent Contractor agrees to act as the physician of the Hall County Jail and Detention Center. As such, Independent Contractor agrees to perform the following functions:

a. Independent Contractor shall visit the Detention Center four (4) days per week (such days to be mutually agreed upon by the County and Independent Contractor) for the purposes of providing medical services to the detainees at the Hall County Detention Center.

b. Independent Contractor shall be on call twenty-four (24) hours per day for the purpose of giving medical services in the handling of unforeseen medical emergencies which may arise at the Detention Center.

c. In the event a detainee requires medical attention which cannot be handled over the telephone or administered while Independent Contractor is visiting the Detention Center, Independent Contractor agrees to see detainee in Independent Contractor's office whenever reasonably possible in an effort to decrease the number of visits to the Emergency Room at Northeast Georgia Medical Center.

d. Independent Contractor shall direct the dispensing of medication and plan special diets for detainees when necessary.

e. Independent Contractor reserves the right to have a detainee sent to the Emergency Room at Northeast Georgia Medical Center when such is in the best interest of the detainee.

f. Independent Contractor shall abide by all rules of the Hall County Detention Center.

2. Base Compensation. The County shall pay to Independent Contractor annually a total of One Hundred Seventy one Thousand Six Hundred eleven and 53/100 Dollars ($171,611.53) (the "Base Compensation"), in compensation for or providing the Physician Services described in Paragraph 1 above. The Base Compensation shall be payable in twelve (12) monthly installments of Fourteen Thousand three hundred and 96/100 Dollars ($14,300.96). The first monthly installment shall be made on August 1, 2025 and payment shall be made on the first day of each month thereafter until termination of this Agreement. A late charge of 5% of the monthly installment amount may be charged by Independent Contractor should payment not be made by the 20th day of each month.

3. **Additional Compensation.** In addition to Base Compensation set forth in Paragraph 2 above, Independent Contractor shall charge a fee not to exceed Twenty Dollars and No/100 ($20.00) for each office visit or Thirty Dollars and No/100 ($30.00) for each time Independent Contractor attends a detainee in the emergency room of Northeast Georgia Medical Center ("Fees"). Charges for medical procedures including but not limited to: shots, sutures, and medical testing, shall be in addition to the Base Compensation and Fees, and shall not exceed the fair market value for similar services in Hall County, Georgia ("Procedure Charges"). Independent Contractor shall send the County an itemized monthly invoice for reflecting the Fees and Procedure Charges with a brief description of the work performed. In the event the County feels that any Procedure Charge is unreasonable, the County may withhold payment of such amount until the County and Independent Contractor reach agreement on the reasonable fair market value of the procedure performed. Disagreements subject to arbitration.

4. **Term.** This Agreement shall be in effect beginning on July 1, 2025, and shall terminate on June 30, 2026.

5. **Termination without Cause.** Without cause, either party may terminate this Agreement at any time upon ninety (90) days prior written notice. In such event, the Independent Contractor, if requested by the County, shall continue to render services, and shall be paid Base Compensation up to the date of termination. Independent Contractor shall receive no severance allowance in the event this Agreement is terminated.

6. **Leave.** In the event Independent Contractor is unable to attend the Detention Center or be on call as required pursuant to Paragraph 1, as a result of illness, vacation, personal time, or for any other reason, Independent Contractor agrees to make arrangements for a qualified person to visit the Detention Center and remain on call during the absence. Independent Contractor shall give the County at least seven (7) days' notice of any intended absence whenever possible.

7. **Independent Contractor.** Independent Contractor shall be and is an independent contractor, and is not an employee of the County. Independent Contractor understands, acknowledges and agrees that the County would not contract with Independent Contractor for the services hereunder except as an independent contractor. Independent Contractor declares and warrants that he has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement. Independent Contractor also understands, acknowledges and agrees that, as an independent contractor, Independent Contractor is not entitled to be treated as an employee with respect to its services performed hereunder for federal or state tax purposes, nor shall Independent Contractor participate in any employee fringe benefits, health benefits, vacations, holidays, employee welfare benefit plans, or employee retirement plans sponsored by the County. Independent Contractor shall not have the right, nor shall Independent Contractor represent to any person that he has any authority, to bind the County in any contractual manner.

8. **Taxes.** Payroll taxes, including federal, state, and local taxes shall not be withheld or paid by the County on behalf of Independent Contractor. Independent Contractor shall be solely responsible to pay all taxes as mandated by law.

9. **No Joint Venture.** Nothing in this Agreement shall constitute or be construed as the creation of a partnership or joint venture.

10. Workers Compensation. The County shall not obtain workers' compensation insurance on behalf of Independent Contractor. Independent Contractor agrees to comply with the workers' compensation law concerning his business and his employees. Independent Contractor shall have sole responsibility for purchasing any and all liability insurance as required by law.

11. Indemnity. Independent Contractor's work hereunder is to be entirely at Independent Contractor's own risk and expense. Independent Contractor agrees to indemnify and hold the County harmless for any liability or loss to Independent Contractor or any third party in any manner arising out of his performance of services hereunder, including, without limitation, all damages that may be occasioned on account of the operation of this Agreement, whether the same be for medical malpractice, personal injuries, damage to property, damages of any other kind, or for any applicable federal, state, or local taxes.

11a. Insurance. The Independent Contractor shall obtain and maintain, as a minimum, the following insurance coverage during the entire term of this contract:

Worker's Compensation Insurance in the covered amount of $500,000.00 Per Bodily Injury;
General Liability Insurance in the covered amount of $1,000,000.00 Per Occurrence and $2,000,000.00 General Aggregate;
Professional Liability Insurance in the covered amount of $1,000,000.00 Per Occurrence and $3,000,000.00 General Aggregate;
Umbrella Liability Insurance in the covered amount of $1,000,000.00 Per Occurrence.

12. Waiver of Breach. The waiver by either party of a breach of any provision of this agreement shall not operate or be construed as a waiver of any subsequent breach. No waiver shall be valid unless in writing and signed by either party.

13. Notices. Any notice required or desired to be given under this agreement shall be deemed given if in writing and sent by certified mail to the County and/or Hall County Sheriff's Office at 2859 Browns Bridge Rd, Gainesville, GA 30504 and to Independent Contractor at Linwood Zoller, M.D., 4921 Rilla Road, Gainesville, Georgia 30506.

14. No Drafting Presumptions. The parties have had full opportunity to participate and have participated in the drafting and revising of the language of this Agreement, and nothing in this Agreement shall be construed against the party drafting this Agreement because of having drafted this Agreement or any specific provision thereof.

15. Choice of Law. This Agreement shall be construed under the laws of the State of Georgia.

16. Entire Agreement. This Agreement contains the entire understanding of the parties. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

IN WITNESS WHEREOF, the parties hereto have affixed or caused to be affixed their respective hands and seals the day and year first above written.

INDEPENDENT CONTRACTOR:

Linwood Zoller MD

LINWOOD ZOLLER, M.D.

COUNTY:

HALL COUNTY, GEORGIA

By: _____
Chairman

Attest: _____
Secretary

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (06/09/25)**

REPORT TO: **Voting Meeting (06/12/25)**

ITEM NO: 232/2025

SUBJECT: Approve the annual contract renewal for nursing and mental health services for the Hall County Jail to Correctional Nursing Services, LLC of Oakwood, GA. The estimated annual cost is $2,250,000.00.

Meetings:

Work Session Date: 06/09/25 **Voting Meeting Date:** 06/12/25

Executive Summary:

Presenter: 1LJA

Recommendation:
Approve.

Purpose of Request:

Approve the annual contract renewal for nursing and mental health services for the Hall County Jail to Correctional Nursing Services, LLC of Oakwood, GA. The estimated annual cost is $2,250,000.00.

History:
The Hall County Jail has been utilizing Correctional Nursing Services, LLC since 2013. The Jail is very happy with the services provided and the working relationship that they have with local healthcare providers to ensure the lowest possible cost for procedures.

Facts and Issues:
There is a 5% price increase for hourly rates requested for FY 2026.

Options:

Funding Requested	$ 2,250,000.00
Are funds within current budget?	Yes
Source of Funds	General Fund & Opiod 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?	2025-06-12

Approvals:

Submit	Approve	Purchasing	Budget
SC	SC	AP	JM

Submit	Approve	Purchasing	Budget

Finance	Attorney	Administration	Clerk
TS	WLI	CR	JR

Attachments:
Financial Supplement
Contract Signature Request
FY 2026 Contract Renewal

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 232/2025

Funds Requested: $ 2,250,000.00

Request Budgeted: Yes

Proposed Source of Funding:

General Fund & Opiod Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	100-GENERAL FUND	3326-SHERIFFâ€JAIL	521208-MEDICAL SERVICES	$1,850,000.00
2026	213 - LOCAL GOV'T SHARE OF OPIOID FUND	3326-SHERIFFâ€JAIL	521208-MEDICAL SERVICES	$400,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: MJS

Phone: 770-531-4959

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Penick

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

CONTRACT EXECUTION SIGNATURE REQUEST

Date: May 13, 2025

To: David Gibbs, Chairman, BOC

From: Andy Penick, Purchasing Manager

Your signature is requested to execute the attached Contract:

Bid/Contract Number: N/A

Bid/Contract Name: Correctional Nursing Services Agreement

Department(s) Requesting Contract: Sheriff

Award Recipient Name: Correctional Nursing Services, LLC

Contract Description:

☐ Annual Contract ☐ New ☒ Renewal

FY 2025 Projected Spend: $ 1,917,431.16

☐ Price Increase Requested Increase Percentage: N/A

☒ Project/Service Contract FY2026 Estimated Amount: $2,250,000

☐ Product Contract Estimated Amount:

Comment:

The FY 2026 Estimated amount has been reviewed against the projected FY 2026 budget by Finance. The Hall County Jail has been utilizing Correctional Nursing Services, LLC since 2013. The Jail is very happy with the services provided and the working relationship that they have with local healthcare providers to ensure the lowest possible cost for procedures.

NURSING SERVICES AGREEMENT

This Agreement made this 1st day of July, 2025 by and between **Hall County, Georgia,** a political subdivision of the State of Georgia ("County") and **Correctional Nursing Services, LLC**, a Georgia limited liability company ("Independent Contractor").

WHEREAS, the County operates the Hall County Jail and Detention Center (the "Detention Center"), and desires to services of qualified personnel to provide healthcare services to the inmates housed in the Detention Center from time to time; and

WHEREAS, Independent Contractor employs qualified, licensed nursing personnel, and provides healthcare services; and

WHEREAS, Independent Contractor agrees to supply said personnel to perform, from time to time, the services contracted for hereunder on behalf of the County; and

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, it is mutually agreed as follows:

1. **Nursing Services.** Independent Contractor agrees to provide qualified, licensed personnel to perform nursing services and healthcare services for a base census count of approximately 1,100 inmates at the Detention Center. Independent Contractor shall manage labor, taxes, licenses, and insurance for all personnel supplied to the County to perform said Nursing Services.

2. **Compensation.** Independent Contractor shall be compensated for providing the Nursing Services described in Paragraph 1 above pursuant to the Cost Schedule attached as **Exhibit "A"** hereto and incorporated herein by reference. The County is not responsible for any overtime pay in compensation for nursing services.

3. **Term.** This Agreement shall be in effect beginning on July 1, 2025, and shall terminate on June 30, 2026.

4. **Termination without Cause.** Without cause, either party may terminate this Agreement at any time upon ninety (90) days prior written notice. In such event, the Independent Contractor, if requested by the County, shall continue to render services, and shall be paid Base Compensation up to the date of termination. Independent Contractor shall receive no severance allowance in the event this Agreement is terminated.

5. **Leave.** Independent Contractor shall give the County at least nine (9) days' notice prior to the intended absence of any personnel regularly scheduled to perform services hereunder whenever possible.

6. **Independent Contractor.** Independent Contractor shall be and is an independent contractor, and it and its employee's are not employees of the County. Independent Contractor understands, acknowledges and agrees that the County would not contract with Independent Contractor for the services hereunder except as an independent contractor. Independent Contractor declares and warrants that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement. Independent Contractor

also understands, acknowledges and agrees that, as an independent contractor, Independent Contractor is not entitled to be treated as an employee with respect to its services performed hereunder for federal or state tax purposes, nor shall Independent Contractor participate in any employee fringe benefits, health benefits, vacations, holidays, employee welfare benefit plans, or employee retirement plans sponsored by the County. Independent Contractor shall not have the right, nor shall Independent Contractor represent to any person that it has any authority, to bind the County in any contractual manner.

7. Taxes. Payroll taxes, including federal, state, and local taxes shall not be withheld or paid by the County on behalf of Independent Contractor or for the employees of Independent Contractor. Independent Contractor shall be solely responsible to pay all taxes as mandated by law.

8. No Joint Venture. Nothing in this Agreement shall constitute or be construed as the creation of a partnership or joint venture.

9. Workers Compensation. The County shall not obtain workers' compensation insurance on behalf of Independent Contractor or the employees of Independent Contractor. Independent Contractor agrees to comply with the workers' compensation law concerning its business and its employees. Independent Contractor shall have sole responsibility for purchasing any and all liability insurance as required by law.

10. Indemnity. Independent Contractor's work hereunder is to be entirely at Independent Contractor's own risk and expense. Independent Contractor agrees to indemnify and hold the County harmless for any liability or loss to Independent Contractor or any third party in any manner arising out of its performance of its services hereunder, including, without limitation, all damages that may be occasioned on account of the operation of this Agreement, whether the same be for medical malpractice, personal injuries, damage to property, damages of any other kind, or for any applicable federal, state, or local taxes.

11. Waiver of Breach. The waiver by either party of a breach of any provision of this agreement shall not operate or be construed as a waiver of any subsequent breach. No waiver shall be valid unless in writing and signed by either party.

12. Notices. Any notice required or desired to be given under this agreement shall be deemed given if in writing and sent by certified mail to the County and/or Hall County Sheriff's Office at 2859 Browns Bridge Rd, Gainesville, GA 30504 and to Independent Contractor at Correctional Nursing Services, LLC c/o Linwood Zoller, M.D., 4921 Rilla Road, Gainesville, Georgia 30506.

13. No Drafting Presumptions. The parties have had full opportunity to participate and have participated in the drafting and revising of the language of this Agreement, and nothing in this Agreement shall be construed against the party drafting this Agreement because of having drafted this Agreement or any specific provision thereof.

14. Choice of Law. This Agreement shall be construed under the laws of the State of Georgia.

15. Entire Agreement. This agreement contains the entire understanding of the parties. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

IN WITNESS WHEREOF, the parties hereto have affixed or caused to be affixed their respective hands and seals the day and year first above written.

INDEPENDENT CONTRACTOR:

CORRECTIONAL NURSING SERVICES, LLC

By: Linwood Zellers
Title: owner

COUNTY:

HALL COUNTY, GEORGIA

By: _____
Chairman

Attest: _____
Secretary

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

EXHIBIT "A"

COST SCHEDULE DESCRIPTION with 5% Increase:

Price Schedule for Nursing Services	***Contract Price***
1. RN Supervisor Days	$76.16/Hour
2. LPN Weekdays	$46.69/Hour
3. LPN Weeknights	$48.08/Hour
4. LPN Weekends	$49.14/Hour
5. LPN Weekend Nights	$50.52/Hour
6. Clerk/Admin	$45.15/Hour
7. RN Holidays (11 paid)	$114.25/Hour
8. LPN Holidays (11 paid)	$69.98/Hour
9. Clerk/ Admin Holiday (11 paid)	$67.73/Hour
10.Assistant Supervisor	$76.16/Hour
11. Nurse Practitioner	$78.75/Hour
12. Counselor (2 positions)	$68.25/Hour
13. Counselor Holidays (11 Paid X 2 positions)	$102.38/Hour
14.Mental Health Nurse	$54.60/Hour
15.Mental Health Nurse Holidays (11 Paid)	$81.90/Hour
16.Case Manager	$57.75/Hour
17.Case Manager Holidays (11 Paid)	$86.63/Hour
18. Social Worker	$68.25/Hour
19.Social Worker Holidays (11 Paid)	$102.38/Hour

AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (06/09/25)**

REPORT TO: **Voting Meeting (06/12/25)**

ITEM NO: 345/2025

SUBJECT: Approve the renewal of the annual contract for RFQ/P# 45-006 Inmate Food Services for the Hall County Jail to Kellwell Food Management of Beattyville, KY. The estimated annual cost is $1,360,000.00.

Meetings:

Work Session Date: 06/09/25

Voting Meeting Date: 06/12/25

Executive Summary:

Presenter: 1LJA

Recommendation:
Approve.

Purpose of Request:
Approve the renewal of the annual contract for RFQ/P# 45-006 Inmate Food Services for the Hall County Jail to Kellwell Food Management of Beattyville, KY. The estimated annual cost is $1,360,000.00.

History:

Kellwell Food Management is the vendor on this contract and is in good standing with the County.

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

There are no price increases for FY 2026.

Under the current contract pricing for a daily population of over 650 inmates, the cost per meal is $1.59 which will require $1,360,000.00 including special snacks and staff meals.

Options:

Funding Requested	$ 1,360,000.00
Are funds within current budget?	Yes
Source of Funds	General 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:

Submit	Approve	Purchasing	Budget
SC	SC	AP	JM
Finance	**Attorney**	**Administration**	**Clerk**
TS	WLI	CR	JR

Attachments:

Financial Supplement
Renewal Contract

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 345/2025

Funds Requested: $ 1,360,000.00

Request Budgeted: Yes

Proposed Source of Funding:

General Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	100-GENERAL FUND	3326-SHERIFFâ€JAIL	531301-PRISONER MEALS	$1,360,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: MJS

Phone: 770-531-4959

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Penick

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

CONTRACT EXECUTION SIGNATURE REQUEST

Date: May 20, 2025

To: David Gibbs, Chairman, BOC

From: Mike Hawkins, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 45-006-2

Bid/Contract Name: Inmate Food Services for the Hall County Jail

Department(s) Requesting Contract: Sheriff - Jail

Award Recipient Name: Kellwell Food Management

Contract Description:

☒ Annual Contract ☐ New ☒ Renewal

Prior Year's Spend: $1,329,549.53

☐ Price Increase Requested Increase Percentage: N/A

☒ Project/Service Contract Estimated Amount: $1,360,000.00

☐ Product Contract Estimated Amount: N/A

Comment:

This is year two (2) of a possible five (5) year contract.

State of Georgia
County of Hall

Contract#: 45-006-2

Contract Renewal

Inmate Food Services for the Hall County Jail

April 24, 2025

Whereas, the County desires to renew the contract period for a one (1) year period through June 30, 2026, in accordance with the terms and conditions of Contract#: 45-006, Inmate Food Services for the Hall County Jail; 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, 2026,
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.

Kellwell Food Management

By: John Walling

Print Name: John Walling

Title: Owner

Hall County, Georgia

By. _____

David Gibbs
Chairman
Hall County Board of Commissioners

Date: _____

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

Sworn to and subscribed before me this

25th Day of April, 2025

Notary Public: Jessica Easter

Notary commission expires: 2/10/26

JESSICA LYNN EASTER · NOTARY PUBLIC · COMMONWEALTH OF KENTUCKY · MY COMM. EXP. 02/10/2026

AGENDA ITEM

Other Business - Financial Services

REPORT TO: **Work Session (06/09/25)**

REPORT TO: **Voting Meeting (06/12/25)**

ITEM NO: 361/2025

SUBJECT: Present the proposed Fiscal Year 2026 Budget and Public Hearing.

Meetings:

Work Session Date: 06/09/25 **Voting Meeting Date:** 06/12/25

Executive Summary:

Presenter: TS

Recommendation:
N/A

Purpose of Request:
Present the proposed FY 2026 Budget and Public Hearing.

History:

Facts and Issues:
One (1) public hearing is required prior to the budget adoption.

Options:

Funding Requested	$ 0.00
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?	2025-06-30

Approvals:

Submit	Budget	Finance	Attorney
TS	DA	TS	WLI
Administration		**Clerk**	
CR		JR	

Attachments:

Budget in Brief
Presentation

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 361/2025

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: TS

Phone: 770-531-3900

2026 BUDGET in BRIEF

HALL COUNTY
GEORGIA
*We have it **all** in Hall*

On June 26, 2025, the Hall County Board of Commissioners is expected to adopt a balanced budget for the fiscal year that begins July 1, 2025, and ends June 30, 2026. Hall County's balanced budget reflects a commitment to conservative financial stewardship, advances our long-term strategic goals and invests in strengthening current infrastructure to meet the communities demand for effective and efficient services.

BUDGET HIGHLIGHTS

☑ Balanced ☑ Conservative ☑ Goal Oriented

GENERAL FUND

$135.1million
+2.2% increase

Funding for:
Law Enforcement
Public Safety
Judicial System
Library
Government Operations

TOTAL PROPOSED BUDGET

$398.5 million
No Change

Includes:
General Fund
Enterprise Fund
Grants Fund
Special Revenue Funds
Capital Funds

AMERICAN RESCUE PLAN ACT FUNDING

$5.8 million

ARPA is a Federal program that assists community development, public health, and supports communities recovery from the coronavirus pandemic. Funds will be exhausted in FY 2026.

Capital Expenditures: *$100.3 million*

Highlights for the FY 2026 Budget include:

- 30 miles of road resurfacing
- White Sulphur and Highway 365 Road Improvements
- Design and Right-of-way acquisition for Spout Springs Road Phase II
- Construction of Lights Ferry and McEver Road roundabout
- Construction of new East Hall Library
- Sheriff's Office Gun Range improvements
- Candler Road Landfill improvements
- Design of South Hall Park and Active Life Center
- Continued investment in vehicles and equipment

Capital Improvement Plan (CIP): *$697 million*

Addresses the strategic replacement of aging capital infrastructure over a 6-year period, primarily focusing on systematic infrastructure improvements.

SPLOST VIII: *Sixth and final year of sales tax collections*

Approved by Hall County voters in November 2019, sales tax proceeds are used to complete a myriad of vital Hall County projects in road infrastructure, parks, trails and special construction projects.

FY 2026 Proposed Budget All Funds

OPERATING FUNDS	FY 2025 Adopted	FY 2026 Proposed	% Change
General Fund	$132,217,268	$135,118,118	2.19%
Fire Services Fund	45,478,707	44,144,449	-2.93%
Emergency Services Fund	15,016,736	15,443,821	2.84%
Development Services Fund	11,769,115	11,861,150	0.78%
Parks & Leisure Services Fund	6,331,622	6,617,023	4.51%
E-911 Fund	5,541,100	5,585,991	0.81%
Parks & Marina Fund	1,977,166	2,278,952	15.26%
Grants Fund	8,630,868	7,878,383	-8.72%
American Rescue Plan Fund	11,449,608	5,838,157	-49.01%
Street Lighting Fund	1,255,000	1,275,000	1.59%
Restricted Funds	5,034,671	4,260,557	-15.38%
Confiscated Assets Fund	81,000	29,000	-64.20%
Hotel Motel Tax Fund	295,000	950,000	222.03%
Date Fund	249,630	196,814	-21.16%
Law Library Fund	192,936	156,320	-18.98%
Local Government Share of Opioid Fund	358,256	415,000	15.84%
Group Insurance Fund	32,504,353	35,479,127	9.15%
Risk Management Fund	4,058,882	4,981,589	22.73%
Fleet Maintenance Fund	1,949,504	1,995,671	2.37%
Landfill Fund	17,058,202	17,142,233	0.49%
Stormwater Fund	238,000	238,573	0.24%
Water & Sewer Fund	12,971,201	17,183,848	32.48%
TOTAL OPERATING FUNDS	**$314,658,825**	**$319,069,776**	**1.40%**

CAPITAL FUNDS	FY 2025 Adopted	FY 2026 Proposed	% Change
SPLOST VII Fund	$893,386	$1,425,230	59.53%
SPLOST VIII Fund	60,153,978	53,499,872	-11.06%
Impact Fees Fund	1,509,000	1,482,847	-1.73%
State Roads Fund	7,215,486	9,210,249	27.65%
Capital Projects Fund	14,149,553	13,892,254	-1.82%
TOTAL CAPITAL FUNDS	**$83,921,403**	**$79,510,452**	**-5.26%**

TOTAL COUNTYWIDE BUDGET	**$398,580,228**	**$398,580,228**	**0.00%**

OPERATING FUNDS: 80.05% | **CAPITAL FUNDS: 19.95%**

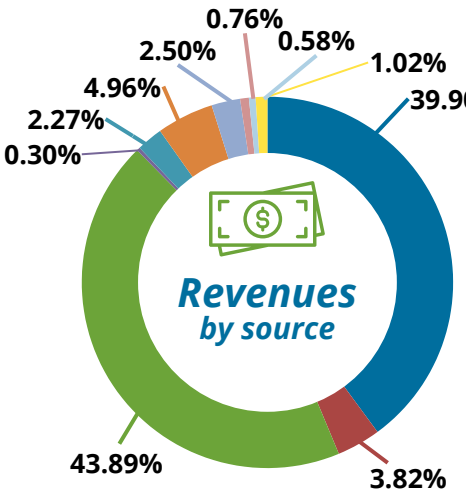
FY 2026 Proposed General Fund Budget

Revenues by source:

REVENUE SOURCE:	FY 2025 Adopted	FY 2026 Proposed	% Change
Property Taxes	$52,538,904	$53,907,382	2.60%
Commissions	4,485,430	5,162,430	15.09%
Other Taxes	58,741,240	59,303,301	0.96%
Penalties/Interest	400,000	400,000	0.00%
Licenses/Permits	3,187,536	3,069,200	-3.71%
Charges for Services	6,258,101	6,708,582	7.20%
Fines/Forfeitures	4,580,388	3,383,870	-26.12%
Intergovernmental	1,086,431	1,029,402	-5.25%
Miscellaneous	759,238	779,850	2.71%
Other Financing	180,000	1,374,101	663.39%
TOTAL REVENUES	**$132,217,268**	**$135,118,118**	**2.19%**

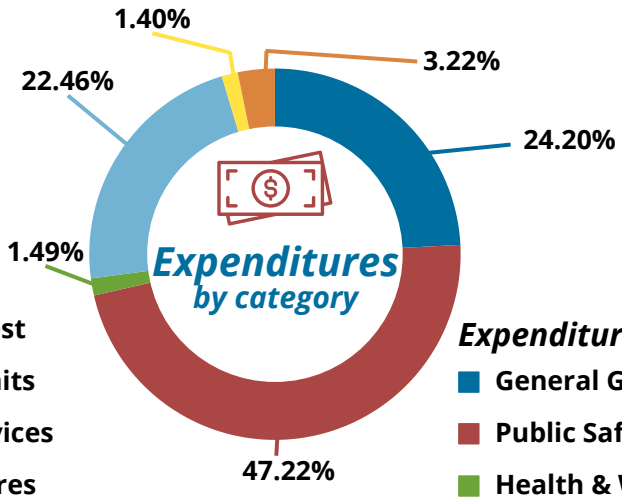
Expenditures by category:

FUNCTION:	FY 2025 Adopted	FY 2026 Proposed	% Change
General Government	$32,412,371	$32,703,752	0.90%
Public Safety	61,873,039	63,805,925	3.12%
Public Health & Welfare	1,983,643	2,008,957	1.28%
Judicial	30,092,138	30,353,443	0.87%
Housing & Development	2,010,047	1,895,832	-5.68%
Recreation & Culture	3,846,030	4,350,209	13.11%
TOTAL	**$132,217,268**	**$135,118,118**	**2.19%**



Revenues:

- Property Taxes
- Commissions
- Other Taxes
- Penalties/Interest
- Licenses & Permits
- Charges for Services
- Fines & Forfeitures
- Intergovernmental
- Miscellaneous
- Other Financing



Expenditures:

- General Government
- Public Safety
- Health & Welfare
- Judicial
- Housing & Development
- Recreation & Culture

Your Tax Dollar Breakdown *(estimate based on last year's rates)*:

Hall County School System (67.15%)

Hall County General Fund (13.58%)

Hall County Fire Services Fund (10.08%)

Hall County Emergency Services (2.40%)

Hall County Development Services (4.96%)

Hall County Parks & Leisure Services (1.84%)

HALL COUNTY
GEORGIA
*We have it **all** in Hall*

HALL COUNTY

FY 2026 Proposed Budget

Taylor F. Samples, CPA, MBA
Director of Financial Services

June 12, 2025

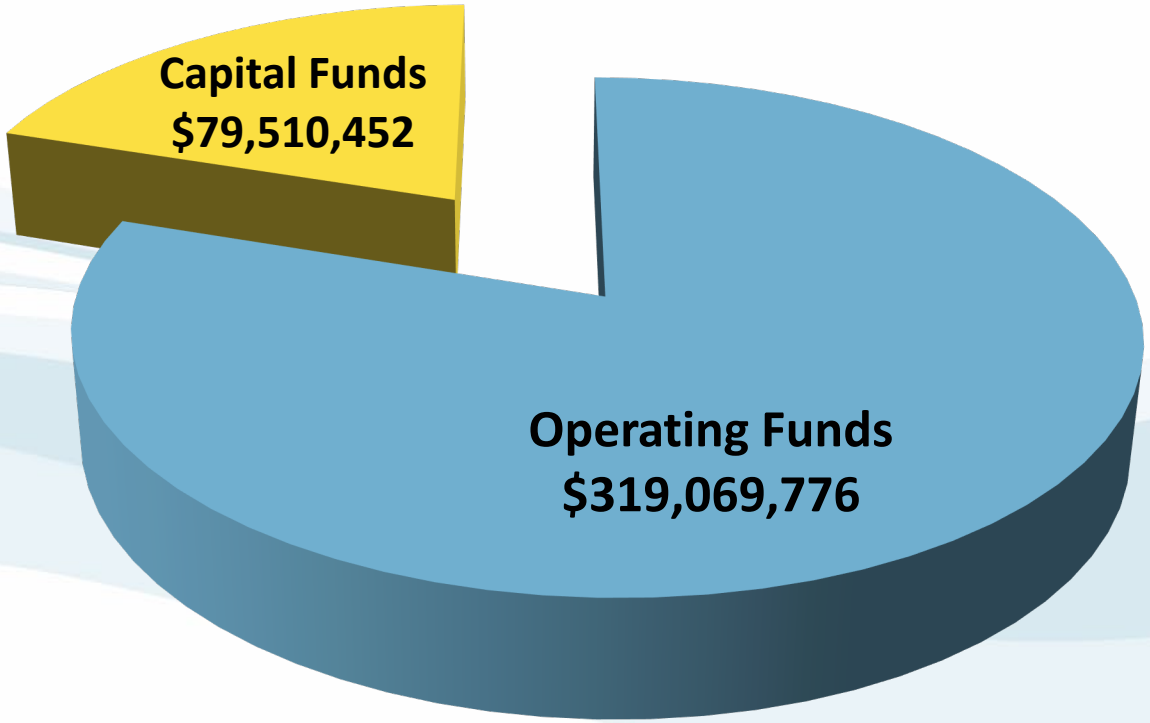
Highlights

- The FY 2026 budget will reflect an overall neutral change when compared to FY 2025
- Total positions: 1,863 (full time equivalents)
  - New positions for FY 2025: 10 (full time equivalents)
- Compensation and Benefits
  - Mid-year compensation adjustment with Cost-of-Living (COLA), longevity and merit factors (i.e. performance basis)
  - Base retirement match increase
- Capital Investment
  - FY 2026 Capital Budget: $ 100.3 million
  - 5 Year Capital Improvement Plan: $ 697.4 million

Capital Improvement Plan

- 30 miles of road resurfacing
- White Sulphur and Highway 365 Road Improvements
- Design and Right-of-way acquisition for Spout Springs Road Phase II
- Construction of Lights Ferry and McEver Road Round-a-bout
- Construction of new East Hall Library
- Sheriff's Office Gun Range Improvements
- Candler Road Landfill Improvements
- Design of South Hall Park and Active Life Center
- Continued investment in vehicles and equipment

Operating and Capital Funds FY 2026



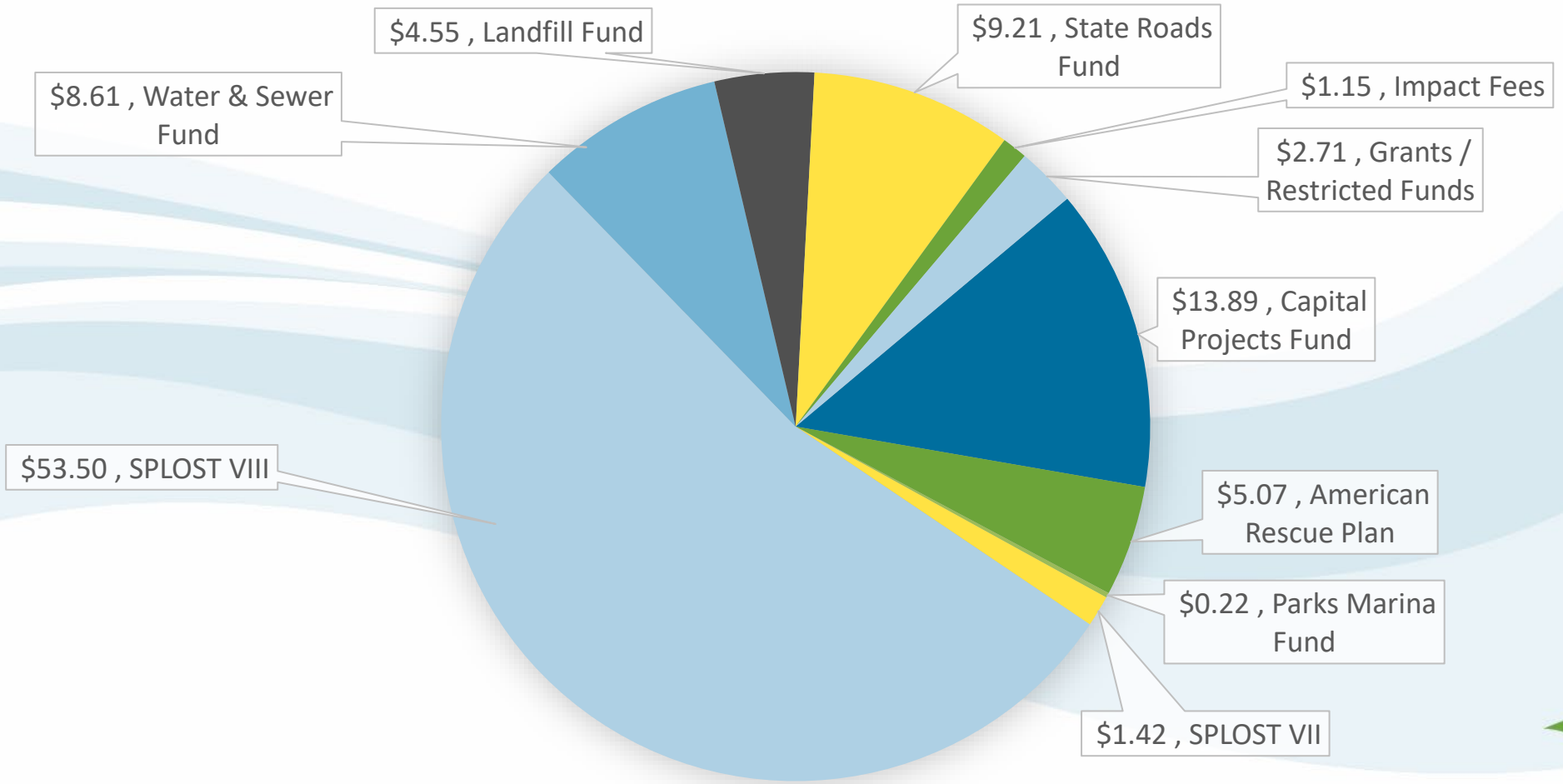
Operating Funds

FUND	FY 2025 ADOPTED BUDGET	FY 2026 PROPOSED BUDGET	% CHANGE
General Fund	$ 132,217,268	$ 135,118,118	2.19%
Fire Services Fund	45,478,707	44,144,449	-2.93%
Emergency Services Fund	15,016,736	15,443,821	2.84%
Development Services Fund	11,769,115	11,861,150	0.78%
Parks & Leisure Services Fund	6,331,622	6,617,023	4.51%
E-911 Fund	5,541,100	5,585,991	0.81%
Parks Marina Fund	1,977,166	2,278,952	15.26%
Grants Fund	8,630,868	7,878,383	-8.72%
American Rescue Plan Fund	11,449,608	5,838,157	-49.01%
Street Lighting Fund	1,255,000	1,275,000	1.59%
Restricted Funds	5,034,671	4,260,557	-15.38%
Hotel Motel Tax Fund	295,000	950,000	222.03%
Date Fund	249,630	196,814	-21.16%
Confiscated Assets Fund	81,000	29,000	-64.20%
Local Gov't Share of Opioid Fund	358,256	415,000	15.84%
Law Library Fund	192,936	156,320	-18.98%
Group Insurance Fund	32,504,353	35,479,127	9.15%
Risk Management Fund	4,058,882	4,981,589	22.73%
Fleet Maintenance Fund	1,949,504	1,995,671	2.37%
Landfill Fund	17,058,202	17,142,233	0.49%
Stormwater Fund	238,000	238,573	0.24%
Water & Sewer Fund	12,971,201	17,183,848	32.48%
TOTAL:	**$ 314,658,825**	**$ 319,069,776**	**1.40%**

Capital Funds and Totals

FUND	FY 2025 ADOPTED BUDGET	FY 2026 PROPOSED BUDGET	% CHANGE
SPLOST VII Fund	893,386	1,425,230	59.53%
SPLOST VIII Fund	60,153,978	53,499,872	-11.06%
Impact Fees Fund	1,509,000	1,482,847	-1.73%
State Roads Fund	7,215,486	9,210,249	27.65%
Capital Projects Fund	14,149,553	13,892,254	-1.82%
TOTAL:	**$ 83,921,403**	**$ 79,510,452**	**-5.26%**
Total County Wide	**$ 398,580,228**	**$ 398,580,228**	**0.00%**
Less Interfund Transfers and Charges	(50,507,488)	(52,208,931)	
Net County Wide Budget Total	**$ 348,072,740**	**$ 346,371,297**	

FY 2026 Capital Budget Expenditures (in millions)



General Fund Revenue

REVENUE SOURCE	FY 2025 ADOPTED BUDGET	FY 2026 PROPOSED BUDGET	% CHANGE
Property Taxes	$ 52,538,904	$ 53,907,382	2.60%
Commissions	4,485,430	5,162,430	15.09%
Other Taxes	58,741,240	59,303,301	0.96%
Penalties / Interest	400,000	400,000	0.00%
Licenses & Permits	3,187,536	3,069,200	-3.71%
Charges for Services	6,258,101	6,708,582	7.20%
Fines & Forfeitures	4,580,388	3,383,870	-26.12%
Intergovernmental	1,086,431	1,029,402	-5.25%
Miscellaneous	759,238	779,850	2.71%
Other Financing	180,000	1,374,101	663.39%
TOTAL:	**$ 132,217,268**	**$ 135,118,118**	**2.19%**

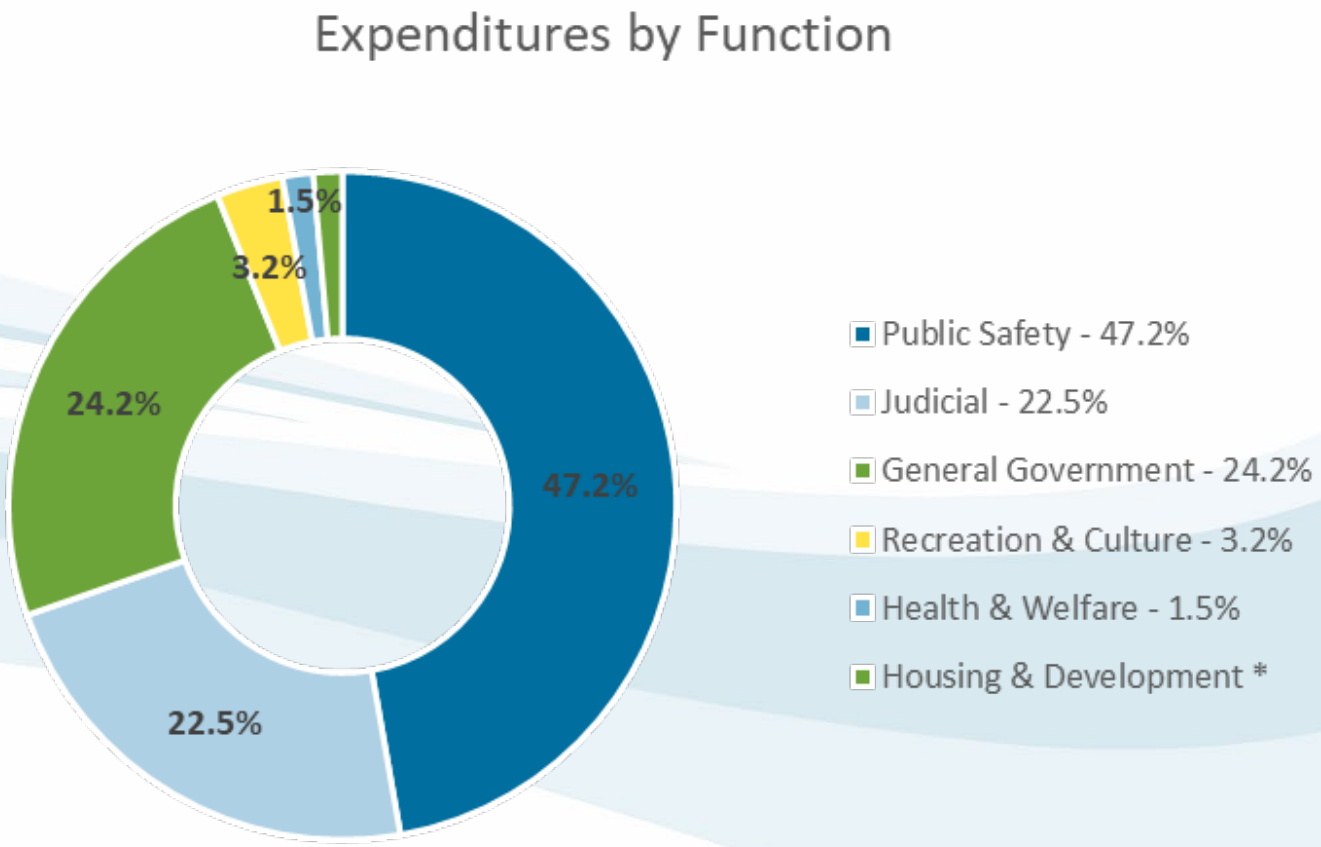
General Fund Expenditures

EXPENDITURE FUNCTION	FY 2025 ADOPTED BUDGET	FY 2026 PROPOSED BUDGET	% CHANGE
General Government	$ 32,920,145	$ 32,703,752	-0.66%
Public Safety	61,729,089	63,805,925	3.36%
Health & Welfare	1,983,643	2,008,957	1.28%
Judicial	29,888,314	30,353,443	1.56%
Housing & Development	1,850,047	1,895,832	2.47%
Recreation & Culture	3,846,030	4,350,209	13.11%
TOTAL:	**$ 132,217,268**	**$ 135,118,118**	**2.19%**

General Fund Expenditures

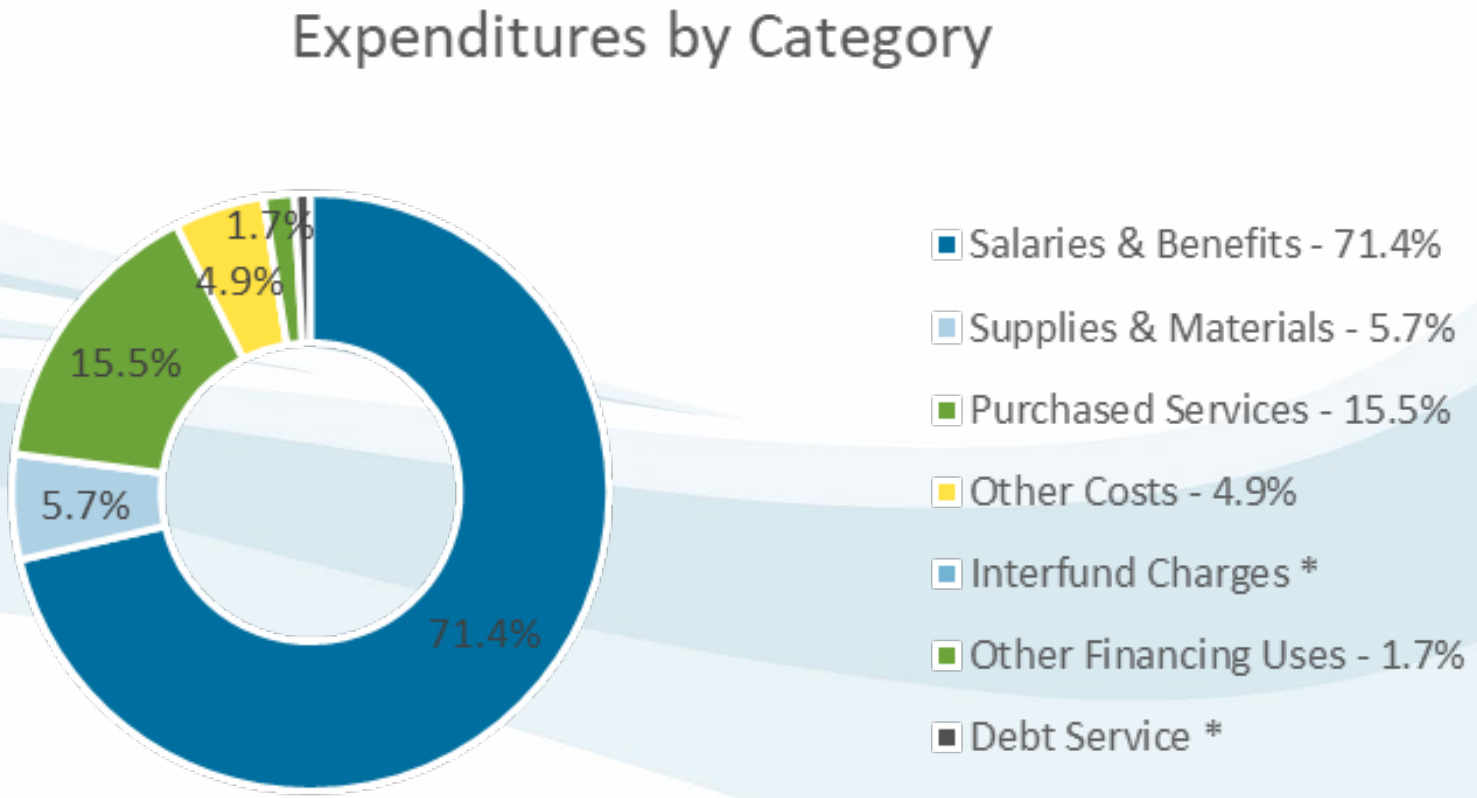
EXPENDITURE CATEGORY	FY 2025 ADOPTED BUDGET	FY 2026 PROPOSED BUDGET	% CHANGE
Salaries & Benefits	$ 93,070,389	$ 96,411,101	3.59%
Supplies & Materials	7,646,487	7,703,460	0.75%
Purchased Services	21,409,535	20,970,918	-2.05%
Other Costs	6,354,268	6,612,834	4.07%
Interfund Charges	16,000	16,000	0.00%
Other Financing Uses	2,832,897	2,236,247	-21.06%
Debt Service	887,692	1,167,558	31.53%
TOTAL:	**$ 132,217,268**	**$ 135,118,118**	**2.19%**

General Fund Expenditures



* Value too small to be identified on chart

General Fund Expenditures



* Value too small to be identified on chart

Fire Services Fund Expenditures

EXPENDITURE CATEGORY	FY 2025 ADOPTED BUDGET	FY 2026 PROPOSED BUDGET	% CHANGE
Salaries & Benefits	$ 27,752,450	$ 29,898,225	7.73%
Supplies & Materials	1,886,710	1,992,291	5.60%
Purchased Services	2,368,596	2,200,367	-7.10%
Interfund Charges	1,405,974	1,471,680	4.67%
Other Costs	660,000	-	0.00%
Other Financing Uses	10,537,484	7,714,447	-26.79%
Debt Service	867,493	867,439	-0.01%
TOTAL:	**$ 45,478,707**	**$ 44,144,449**	**-2.93%**

Emergency Services Fund Expenditures

EXPENDITURE CATEGORY	FY 2025 ADOPTED BUDGET	FY 2026 PROPOSED BUDGET	% CHANGE
Salaries & Benefits	$ 9,662,992	$ 9,639,754	-0.24%
Supplies & Materials	1,416,320	1,425,430	0.64%
Purchased Services	1,804,797	1,917,696	6.26%
Interfund Charges	547,739	547,739	0.00%
Other Financing Uses	1,584,888	1,913,202	20.72%
TOTAL:	**$ 15,016,736**	**$ 15,443,821**	**2.84%**

Development Services Fund Expenditures

EXPENDITURE CATEGORY	FY 2025 ADOPTED BUDGET	FY 2026 PROPOSED BUDGET	% CHANGE
Salaries & Benefits	$ 7,113,163	$ 7,276,548	2.30%
Supplies & Materials	839,121	864,075	2.97%
Purchased Services	3,415,778	3,110,659	-8.93%
Interfund Charges	326,053	514,549	57.81%
Other Financing Uses	75,000	95,319	27.09%
TOTAL:	**$ 11,769,115**	**$ 11,861,150**	**0.78%**

Parks & Leisure Services Fund Expenditures

EXPENDITURE CATEGORY	FY 2025 ADOPTED BUDGET	FY 2026 PROPOSED BUDGET	% CHANGE
Salaries & Benefits	$ 3,500,051	$ 3,542,727	1.22%
Supplies & Materials	916,551	933,386	1.84%
Purchased Services	775,267	872,804	12.58%
Interfund Charges	349,236	641,064	83.56%
Other Financing Uses	790,517	627,042	100.00%
TOTAL:	**$ 6,331,622**	**$ 6,617,023**	**4.51%**

E-911 Fund Expenditures

EXPENDITURE CATEGORY	FY 2025 ADOPTED BUDGET	FY 2026 PROPOSED BUDGET	% CHANGE
Salaries & Benefits	$ 3,986,894	$ 3,858,963	-3.21%
Supplies & Materials	128,006	130,635	2.05%
Purchased Services	1,202,726	1,285,716	6.90%
Other Financing Uses	-	46,822	100.00%
Interfund Charges	223,474	263,855	18.07%
TOTAL:	**$ 5,541,100**	**$ 5,585,991**	**0.81%**

Parks Marina Fund Expenditures

EXPENDITURE CATEGORY	FY 2025 ADOPTED BUDGET	FY 2026 PROPOSED BUDGET	% CHANGE
Salaries & Benefits	$ 827,439	$ 1,310,153	58.34%
Supplies & Materials	186,682	438,268	134.77%
Purchased Services	178,926	238,771	33.45%
Other Financing Uses	-	15,607	100.00%
Interfund Charges	42,369	56,203	32.65%
Capital Outlay	741,750	219,950	-70.35%
TOTAL:	**$ 1,977,166**	**$ 2,278,952**	**15.26%**

Group Insurance Fund Expenditures

EXPENDITURE CATEGORY	FY 2025 ADOPTED BUDGET	FY 2026 PROPOSED BUDGET	% CHANGE
Salaries & Benefits	$ 183,463	$ 165,777	-9.64%
Supplies & Materials	3,787,612	3,747,300	-1.06%
Purchased Services	2,076,440	1,941,645	-6.49%
Interfund Charges	26,456,838	29,624,405	11.97%
TOTAL:	**$ 32,504,353**	**$ 35,479,127**	**9.15%**

Conclusion

The Fiscal Year 2026 Budget will be adopted on

Thursday June 26th at 6:00 PM

Presented by:

Taylor F. Samples, CPA, MBA

Director of Financial Services

HALL COUNTY

QUESTIONS/FURTHER DISCUSSION

AGENDA ITEM

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

REPORT TO: **Work Session (06/09/25)**

REPORT TO: **Voting Meeting (06/12/25)**

ITEM NO: 302/2025

SUBJECT: **4212 Roy Parks Road | Rezone |** from Agricultural Residential (AR-IV) and Highway Business (H-B) to Planned Industrial Development (PID) | on a 22.45± acre tract on the north side of Roy Parks Road approximately 408 feet from its intersection with Candler Road | Zoned AR-IV & H-B, Tax Parcel: 15024 000008 | **Proposed use: Natural gas facility** | Commission District 3 | **Clean Eagle RNG, LLC, applicant** Note: Tabled at the February 27, 2025 Voting Meeting until the March 27, 2025 Voting Meeting. Note: Tabled at the March 27, 2025 Voting Meeting until the April 8, 2025 Voting Meeting. Note: Tabled at the April 8, 2025 Meeting until the May 8, 2025 Voting Meeting. Note: Tabled at the May 8, 2025 Meeting until the June 12, 2025 Voting Meeting.

Meetings:

Work Session Date: 06/09/25 **Voting Meeting Date:** 06/12/25

Executive Summary:

Presenter: BG

Recommendation:
Denial

Purpose of Request:
4212 Roy Parks Road | Rezone | from Agricultural Residential (AR-IV) and Highway Business (H-B) to Planned Industrial Development (PID) | on a 22.45± acre tract on the north side of Roy Parks Road approximately 408 feet from its intersection with Candler Road | Zoned AR-IV & H-B, Tax Parcel: 15024 000008 | **Proposed use: Natural gas facility** | Commission District 3 | **Clean Eagle RNG, 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
KE	BG	WLI	CR
Clerk			
JR			

Attachments:

Request to Table - Rec'd 5/7/2025
Board Memo
Recommendation Report
Request to Table - Rec'd 4/4/2025
Request to Table
Application
Narrative
Narrative Supplement
Clean Eagle RNG Presentation
Clean Eagle, LLC Information Booklet
Certarus Information Booklet
Site Plans
Buffer Map
Radius Maps
Gas Transmission Lines Map
Maps
Renderings
Proposed Sound Walls
Noise Impact Report
Forsyth County Board of Commissioners and Planning Commission Letters
Water Availability
Environmental Health Comments
Public Works Comments
GDOT Comments
Fire Comments
Public Comments
Support Letter - Candler United Methodist Church
Informational Packet - rec'd 3/21/2025
Notice Sign
Letter from Steve Gilliam re: GA Public Service Commission Particular Use Approval
GA Public Service Commission Tariff

Jennifer Rivera (Administration)

From: Beth Garmon (CDI: Planning)
Sent: Wednesday, May 7, 2025 8:29 AM
To: Billy Powell (County Commission); David Gibbs (County Commission); Gregg Poole (County Commissioner); Jeff Stowe (County Commission); Kathy Cooper (County Commissioner)
Cc: Zachary Propes (Administration); Casey Ramsey (Administration); Jennifer Rivera (Administration); Kaitlyn Elliott (Planning)
Subject: FW: Clean Eagle

Good morning, Commissioners.

Please see the email below from Steve Gilliam requesting that the application of Clean Eagle RNG, LLC be tabled from tomorrow's voting meeting to Thursday, June 12 in order to allow for more discussion of the project.

Please let me know if you have any questions or need additional information.

Thank you,
Beth

Beth Garmon
Director of Planning and Zoning
Hall County Community Development and Infrastructure
(office) 770-531-6809
(direct) 770-297-2626
bgarmon@hallcounty.org

All **ZONING, PLAT**, and **BUILDING PERMIT** submittals may be submitted online through Accela. Plat inquiries may be submitted to plats@hallcounty.org. Zoning and general inquiries may be submitted to planning@hallcounty.org.

HALL COUNTY
GEORGIA
We have it all in Hall

From: Steve Gilliam <sgilliam@sgwmfirm.com>
Sent: Tuesday, May 6, 2025 6:14 PM
To: Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>
Cc: Lauren Verbiscus Rowe <lrowe@archaea.energy>; Amanda Graham <agraham@sgwmfirm.com>
Subject: RE: Clean Eagle

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.

Beth- pursuant to our discussions, my client Clean Eagle RNG, LLC is requesting that the BOC voting meeting scheduled for May 8, 2025 be tabled until the June 12, 2025 BOC voting meeting . Please advise if a more formal letter is required . I will be contacting you to arrange a meeting with those Hall County Commissioners and staff as they chose and Clean Eagle representatives to talk further. When would be a good time to start that process? Thanks , Steve

Steve Gilliam
Smith Gilliam Williams & Miles
sgilliam@sgwmfirm.com
(O) 770-536-3381

From: Steve Gilliam
Sent: Tuesday, May 6, 2025 4:00 PM
To: Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>
Subject: Clean Eagle

Beth- can you call me please ? Thanks

SMITH GILLIAM
WILLIAMS & MILES

Steven P. Gilliam, Esq.
Smith, Gilliam, Williams & Miles, P.A.
770-536-3381 office ext. 238
770-531-1481 facsimile
sgilliam@sgwmfirm.com

Mailing:
Post Office Box 1098
Gainesville, Georgia 30503

Office Address:
Suite 300
340 Jesse Jewell Parkway SE
Gainesville, Georgia 30501

NOTICE: This e-mail and any attachments are CONFIDENTIAL and intended only for the use of the individual or entity to whom this e-mail is addressed. The contents may be protected by various legal privileges which include the attorney-client privilege. If you are not the designated recipient, please immediately notify Steven P. Gilliam, Smith, Gilliam, Williams & Miles, P.A. by telephone (770-536-3381) or return e-mail (sgilliam@sgwmfirm.com) and permanently delete this e-mail and any attachments from your Inbox, computer, and files immediately. Your receipt was the product of an inadvertent disclosure or an unintentional violation of the confidentiality and attorney-client privileges which apply. The Sender of this e-mail has not waived and did not intend, directly or indirectly, to waive any privilege, in whole or in part. Please do not disclose the contents of this email or any attachments to anyone; any dissemination, distribution, disclosure, or copying of this e-mail and any attachments is strictly prohibited. All rights for violations of the

confidentiality and privileges applicable to this email and any attachments are expressly reserved. No duties are intended or created by this communication. If you have not executed a retainer agreement or fee contract with me or this firm, neither I nor this firm represents you. Thank you for your cooperation.

Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

This email has been scanned for viruses and malware, and may have been automatically archived by **Mimecast Ltd**, an innovator in Software as a Service (SaaS) for business. Providing a **safer** and **more useful** place for your human generated data. Specializing in; Security, archiving and compliance. To find out more Click Here.

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

PLANNING AND ZONING
DIRECTOR
Beth Garmon

Hall County Government

COMMUNITY DEVELOPMENT & INFRASTRUCTURE
PLANNING AND ZONING

To: David Gibbs, Chairman
Kathy Cooper, District 1 Commissioner
Billy Powell, District 2 Commissioner
Gregg Poole, District 3 Commissioner
Jeff Stowe, District 4 Commissioner

From: Beth Garmon, Director of Planning & Zoning

Date: March 31, 2025

Subject: **4212 Roy Parks Road | Rezone** | from Agricultural Residential (AR-IV) and Highway Business (H-B) to Planned Industrial Development (PID) | on a 22.45± acre tract | Zoned AR-IV & H-B, Tax Parcel: 15024 000008 **| Proposed use: Natural gas facility | Clean Eagle RNG, LLC, applicant**

The request before you is from Clean Eagle RNG, LLC to rezone from Agricultural Residential (AR-IV) and Highway Business (H-B) to Planned Industrial Development (PID) for a natural gas facility. This item is located within Commission District 3.

At the Board of Commissioners meeting on March 27, 2025, the board **voted to table** the request to the **April 8, 2025 Board of Commissioners meeting**.

On February 10, 2025 the applicant **requested to table** from the February 27, 2025 to the **March 27, 2025** meeting.

At their January 21, 2025 meeting, the Hall County Planning Commission voted to recommend **denial (4-0, Sosebee absent).**

Staff recommendation: **Denial,** as the proposed use is inconsistent with the future land use designation of "Rural Scenic Nodes and Corridors" in the Comprehensive Plan.

Public Comment:

- January 21, 2025 HCPC: There were **no comments submitted** in advance of the Planning Commission meeting and **one (1) person spoke in favor** during the public hearing.
- December 16, 2024 HCPC: There were **no comments submitted** in advance of the Planning Commission meeting. The public comment portion was not held.

- November 18, 2024 HCPC: There were **no comments submitted** in advance of the Planning Commission meeting. The public comment portion was not held.

HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT

Applicant ..... Clean Eagle RNG, LLC

Request ..... Rezone from Agricultural Residential 1 (AR-1) and Highway Business (H-B) to Planned Industrial Development (PID)

Proposed Use ..... Natural gas facility

Size ..... 22.45± acres

Zoning ..... Current: Agricultural Residential 1 (AR-1) and Highway Business (H-B) | Proposed: Planned Industrial Development (PID)

Location ..... **4212 Roy Parks Road |** Tax parcel 15024 000008

Commission District ..... Three

Planning Commission Date ..... December 16, 2024

Staff Recommendation ..... **Denial**, as the proposed use is inconsistent with the future land use designation of "Rural Scenic Nodes and Corridors" in the Comprehensive Plan**.**

Record Number HZON24-0036

Planning Commission Recommendation..... **Denial**

Vote: 4-0 (Sosebee absent)

Excerpts from the minutes of the January 21, 2025 meeting

Applicant's Presentation:

Katie Greenway, Planning and Zoning Administrator, presented a summary of the request.

Steve Gilliam, 340 Jesse Jewel Parkway, Gainesville presented the request.

Ryan Aubuchon, 201 Helios Way, Houston, Texas, presented the request. The applicant is requesting to rezone a 22.45± acre property zoned both Agricultural Residential 1 (AR-1) and Highway Business (H-B) to Planned Industrial Development (PID) for the purpose of establishing a natural gas processing facility. The subject property was rezoned in 2009. At that time, approximately 15 of the 22± acres were

rezoned from Highway Business (H-B) to Agricultural Residential IV (AR-IV) for permitted uses and this acreage was left undisturbed. The remaining 7± acres were rezoned from Agricultural Residential IV (AR-IV) to Highway Business (H-B, 17.50) for a shooting range.

Mel Lara, Houston, Texas from Certarus phoned in to present the request.

Nick Martin, Casper, Wyoming from Certarus phoned in to present the request.

Brian Thompson, Freeport, Florida from Certarus phoned in to present the request.

Dave Addington, Calgary, Canada from Certarus phoned in to present the request.

Public Forum:

Faye Pass, 4176 Roy Parks Road, Gainesville, spoke in favor. Ms. Pass is the executor of her mother's estate, who currently owns the subject property at 4212 Roy Parks Road and lives next door to the property. She mentioned that she met with Clean Eagle and had no objections to their request. Additionally, she states that she does not believe that there will be any adverse impacts to the community.

Planning Commission Comments:

Mr. Hunt inquired whether there had ever been an accident involving a rupture. Ms. Lara responded that there have been no fires and outlined the protocols in place for handling such incidents. Ms. Pilcher asked about the method of gas transportation, and Mr. Aubuchon clarified that the natural gas is transported in a gaseous state. Mr. Thompson provided additional details on evacuation procedures and incident command protocols. Mr. Hunt questioned the evacuation distance required if a tanker vehicle were on fire. Mr. Aubuchon stated that their standard is 300 feet but emphasized that they would follow all first responders' guidelines. Ms. Pilcher asked how many trailers would be onsite and if any additional storage would be present. Mr. Addington explained that only two trailers would be active onsite at any given time and further described the facility's evacuation radius. Mr. Hunt asked why the company chose this specific location in Hall County, and Mr. Aubuchon explained that it was selected as the optimal location within their pipeline network. Mr. Varner highlighted that the proposed site is near two churches and an elementary school, emphasizing the importance of emergency planning in scenarios where a train might delay fire personnel from reaching the facility. The Planning Commission and the applicant discussed emergency response planning within the community, but the applicant acknowledged they had not yet consulted Hall County Fire Department and did not have an answer at this time.

***Motion:* A motion to deny was made by Stan Hunt and seconded by Gina Pilcher. Vote: 4-0 (Sosebee absent)**

Excerpts from the minutes of the December 16, 2024 meeting

Applicant's Presentation:

Katie Greenway, Planning and Zoning Administrator, presented a summary of the request, stating that the applicant wishes to table the request until January 21, 2025.

***Motion:* A motion to table to Tuesday, January 21, 2025 was made by Gina Pilcher and seconded by Johnny Varner. Vote: 3-0 (Hunt and Sosebee absent)**

Excerpts from the minutes of the November 18, 2024 meeting

Applicant's Presentation:

Katie Greenway, Planning and Zoning Administrator, presented a summary of the request, stating that the applicant wishes to table the request until December 16, 2024.

***Motion:* A motion to table to December 16, 2024 was made by Stan Hunt and seconded by Gina Pilcher. Vote: 5-0**

Staff recommends Denial of the applicant's request. However, if the Planning Commission sees fit to approve this application, Staff recommends the following conditions:

1. The property shall be developed in accordance with the site plan and as described in the project narrative and other application documents, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. Acoustical sound walls must be installed as part of the facility. These walls will be constructed according to the scenario outlined in Exhibit B of the application documents within the Noise Mitigation Study by Behrens and Associates, Inc.
3. Within Hall County, truck traffic on Highway 53/Dawsonville Highway will be limited to that section between McEver Road and the Hall/Forsyth county line, and must utilize I-985 to travel from Highway 53/Mundy Mill Road and GA-60/Candler Road.
4. The facility will be responsible for limiting truck traffic/access to and from Roy Parks Road via GA-60 (Candler Road) only.
5. The facility will be responsible for limiting truck traffic during school hours in the area. No trucks may be entering or leaving the facility during the hours of 6:45-7:45 am and 2:45-4:00 pm, Monday through Friday.
6. The facility driveway must meet all traffic engineering requirements of both Hall County Engineering and the Georgia Department of Transportation.
7. To provide additional screening of the site, green mesh fabric must be installed on the fencing adjacent to Roy Parks Road.

8. A 50 foot frontage strip must remain undisturbed, with the exception of those areas cleared in order to construct access to the facility. Where necessary, additional plantings will be installed to provide adequate screening of the site. Final review of the landscape plan shall be subject to the approval of the Director of Planning and Zoning, or their designee.

9. No variances or development exceptions are granted as part of this request that are not explicitly granted by Board approval. The development shall be compliant with the Official code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to the Fire Marshal and Hall County Engineering.

10. All conditions of zoning shall be made a part of any plats or construction plans created for the subdivision.

The following should be considered as exceptions 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:

1. **7.6.9.E – Waste-related Energy Recovery or Production -** No structure or facility used in the recovery or production process may be within 200 feet of any property line
    - **T**he proposed facility encroaches into the required 200 foot buffer along all property lines.

Summary Analysis

The applicant is requesting to rezone a 22.45± acre property zoned both Agricultural Residential 1 (AR-1) and Highway Business (H-B) to Planned Industrial Development (PID) for the purpose of establishing a natural gas facility.

The subject property was approved for rezoning in 2009. At that time, approximately 15 of the 22± acres were rezoned from Highway Business (H-B) to Agricultural Residential IV (AR-IV) and this acreage was left undisturbed. The remaining 7± acres rezoned from Agricultural Residential IV (AR-IV) to Highway Business (H-B) were rezoned to allow an outdoor shooting range. Ten Ring Sporter Range opened in 2010 and closed in 2017 according to Business License records.

The surrounding properties are zoned Agricultural Residential 1 (AR-1), and most are developed. Development includes single-family residences, a church, an elementary school, and a Dollar General store. Additionally, the subject property abuts the Norfolk Southern rail line along its western property line. Along the eastern boundary, the Liberty Utilities Corporation (“Liberty”) natural gas pipeline system runs underground. There are also several nearby industrial developments along Candler Road and Roy Parks Road including a concrete plant and quarry, and a paving company within a half mile.

Per the submitted narrative, the applicant proposes to use the property as a decanting station to inject renewable natural gas (RNG) into the onsite pipeline and to unload natural gas from this pipeline. This injection facility will process compressed natural gas (CNG) from the Eagle Point landfill in Ball Ground, Georgia, which will be trucked to the subject property for decompression and injection into the Liberty pipeline.

Per the narrative and site plan, development will be confined to the 6.63± acres in the southeast corner of the property, preserving the remaining 15.7± acres as forest and undeveloped land to provide a buffer along Candler Road to the west and the adjacent residential properties to the north. Two gated access points on Roy Parks Road are proposed and the entire facility area (6.63± acres) would be fenced. Fencing along the Roy Parks Road frontage will include green mesh for additional screening. The applicant states that final site plans will prioritize preserving existing vegetation and wooded areas as shown in the 3D renderings. Development is proposed to maintain a 50 foot setback from Roy Parks Road, 20 feet from the eastern property line, 1,000 feet from the northern boundary, and 50 to 300+ feet from the western property line. A 799 square foot office is proposed with 4 parking spaces which meets the parking standard of 3.5 spaces for each 1,000 square feet of gross floor area.

The Unified Development Code section 7.6.9.E Waste-related Energy Recovery or Production, requires that no structure or facility used in the recovery or production process may be within 200 feet of any property line. The proposed facility encroaches into the required 200 foot buffer along all property lines. The applicant proposes a buffer along the eastern property line of 20 feet, and states that the subject property is being sold by the adjacent eastern property owner who has submitted a letter in support of the application.

The applicant has provided a description of potential noise concerns and mitigation efforts, potential odor, lighting, fencing, signage and operational parameters. A noise mitigation study provides the anticipated sound impacts from the facility's operation, as well as outlining the benefits of adding acoustical sound walls of various heights and lengths. A traffic assessment prepared by Civil & Environmental Consultants, Inc. dated November 27, 2024 concludes that the proposed facility will have no significant impacts on the operations of the adjacent study intersections and roadways. In an effort to bypass the more congested areas of Gainesville, the applicant's proposed truck route from Eagle's Point Landfill consists of Browns Bridge Road (GA-369) to US-19 (GA-400) North to Highway 53 East to McEver Road South to I-985 North to Candler Road (GA-60) South to Roy Parks Road.

Per the narrative and submitted utility letter, water will be provided by the City of Gainesville. There will be an on-site sewage management system and stormwater basin to serve the site.

Based on the future land use plan, staff finds the requested zoning designation *is not consistent* with the Hall County Comprehensive Plan future land use designation of "Rural Scenic Nodes and Corridors." The intent of this future land use designation is to preserve the county's rural roadways, which are characterized by significant natural, historic, and cultural features, as well as scenic and pastoral views. To balance preservation with necessary growth, new development along these minor road corridors and intersections should focus on low-intensity, small-scale commercial uses that serve nearby communities, alongside agricultural uses of all scales.

Zoning Analysis

When considering a zoning amendment to the zoning maps, the Planning Commission must study the need and justification for the change based on a determination of the facts applicable to the particular case, and the following general lines of inquiry must be considered:

a. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property; **The property's future land use designation is Rural Scenic Nodes and Corridors, which supports low-intensity, small-scale commercial uses**

that serve nearby communities, alongside agricultural uses of all scales. The proposed development is not compatible with these uses.

b. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **It is difficult to anticipate the extent that a Planned Industrial Development (PID) with the specific use of a natural gas facility will adversely affect adjacent properties, although noise and light mitigation systems as proposed may reduce the impact.**

c. Whether the property to be affected by the zoning proposal has reasonable economic use as currently zoned. **The property appears to have reasonable economic use as currently zoned Agricultural Residential 1 (AR-1) and Highway Business (H-B).**

d. 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; **The proposed use should not cause an excessive or burdensome use of existing streets, transportation facilities, utilities, schools, police protection, fire protection public facilities, or emergency medical service.**

e. Whether the zoning proposal is in conformity with the policy and intent of the land use plan; **The proposed use is inconsistent with the Comprehensive Plan future land use designation of Rural Scenic Nodes and Corridors, which supports low-intensity, small-scale commercial uses that serve nearby communities, alongside agricultural uses of all scales.**

f. The extent to which property values are diminished by the existing zoning restrictions; **Staff is unable to determine the extent to which property values are diminished by the existing zoning restrictions.**

g. 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. Often it is difficult to determine the effect of a development on adjacent properties until the development is completed.**

h. 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.**

i. 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 parcel is partially developed with a shooting range on the Highway Business (H-B) zoned portion of the property which is no longer in operation.**

j. 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; **Several industrial uses including a paving company, concrete plant and quarry are within a half-mile of the site.**

k. Whether the change would create an isolated district unrelated to the surrounding districts; **The proposed zoning is a Planned Industrial Development (PID). Per the Hall County Unified Development Code, Planned Development Districts are to be utilized as a "floating zone" which shall mean that areas will not be pre-designated as planned development districts but rather each such designation shall result from a specific and separate application for amendment.**

l. 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.**

m. Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **The proposal is not out of scale with the needs of the county as a whole.**

n. Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **There are other properties within the county that support industrial uses based on the Future Land Use map, though the location of the Liberty Pipeline is essential for the proposed business.**

o. 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.**

p. 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 land development 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.**

q. 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 intent of a Planned Development District (PD) is to permit for the development of property which allows for greater flexibility in development standards and site planning considerations; Is in the best interest of Hall County in terms of its long range development plans; and Encourages a mixture of uses which without proper design and planning might not be compatible with surrounding uses or zoning districts. A Planned Industrial Development (PID) is designed to consist of land which has been designated for a planned, organized and controlled industrial use or for multiple but compatible industrial uses in a planned industrial park. The standards must be designed to encourage the formation and continuance of a compatible environment for the planned industrial uses and the surrounding land uses.

11.2.6.E - Submission requirements

1. Any person or persons requesting a change in the official zoning map or use subject to approval of the county commission must file an application with a plat or map of the property attached thereto, together with payment of such fees set forth in this Sec 11.2. to cover administrative and advertising costs, in the Planning and Zoning Department office. Such

person or persons or their authorized agent must appear in person at the public hearing held to consider the district change. **The proposal meets the requirement, and the applicant 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.**

2. All applications for a change of zoning classification or use subject to approval of the county commission shall include:

   a. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in this Sec. 11.2. **The proposal does provide a narrative outlining the intent of the request; however, the applicant has not prepared a response to each of the criteria listed in 11.2.6.E.2**

   b. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in this Sec. 11.2. **The proposal meets this requirement.**

   c. For any application for a slow rate land treatment system as defined in 7.6.9.D.1, additional requirements apply. **This standard is not applicable to the applicant's request.**

3. For any application proposing the development of 100 or more residential dwelling units, a traffic impact study must be submitted prior to consideration of the application by the County Commission. At the applicant's expense, the traffic impact study must be prepared by a professional engineer in accordance with requirements established by the Hall County Engineering Department. The Engineering Department must review the traffic impact study and forward any comments to the County Commission. **This standard is not applicable to the applicant's request.**

Development Support and Constraints

Hall County Environmental Health
In an email dated October 15, 2024, Emily McGahee stated "Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation may be required after review of business plan. "

Hall County Fire Marshal
In an email dated October 17, 2024, John Hornick, NPQ Fire Inspector 1, Plans Review Lieutenant commented:

1. Obtain all applicable local, state and federal permits.
2. Meet all applicable requirements of the International Fire Code 2018 edition including any state modifications 120-3-3.
3. Meet all applicable National Fire Protection Agency standards.
4. If approved may require modifications during the Hall County development review process.

Hall County Public Works and Utilities
In a memorandum dated October 17, 2024, from Director of Public Works and Utilities, Bill Nash, stated the following:

Engineering:
This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage. Must follow all development requirements.

Traffic:
Driveway to meet traffic engineering requirements Recommend access in and out of Roy Parks Road be conditioned to be via SR6D (Candler Road) only.

Utilities:
Hall County has no sanitary sewer in the area.

Georgia Department of Transportation
In an email dated October 17, 2024, Veronica Chavers, D1TO Civil Engineer 3, stated that GDOT coordination is required due to the proximity to State Route 332.

SMITH GILLIAM
WILLIAMS & MILES

Website: sgwmfirm.com
Phone: 770.536.3381
Fax: 770.531.1481
Mailing Address: P.O. Box 1098
Gainesville, GA 30503

April 3, 2025

Beth Garmon, Director of Planning and Zoning
bgarmon@hallcounty.org

Re: Clean Eagle RNG, LLC Rezoning; 4212 Roy Parks Road Rezone from AR-IV to PID on 22.45+/- Acre Tract; Parcel Number 15024 000008

Dear Beth,

The Clean Eagle RNG, LLC representatives made their presentation before the Hall County Board of Commissioners at the hearing on Thursday, March 27, 2025, and the motion was made to table to vote until Tuesday, April 8, 2025, Board of Commissioners hearing. Since then, there have been communications with the Commissioners and with County Administrator, Zach Propes, with respect to the trucking route, cost of the facilities, and a potential site visit to the Clean Eagle RNG, LLC facility located in Brookings, South Dakota along with several other matters.

Since it will be difficult for Zach and the Commissioners to travel to the facility on short notice, and there are conflicts with other meetings, this is to request that the voting meeting of the Hall County Board of Commissioners be continued from April 8, 2025, until May 8, 2025.

Thank you in advance for your consideration on this matter.

With cordial regards, I remain,

Sincerely,

Steven P. Gilliam

Cc: Lauren Verbiscus Rowe (lrowe@archaea.energy)
Katie Crumley, Assistant County Administrator (kcrumley@hallcounty.org)
Zach Propes, County Administrator (zpropes@hallcounty.org)

Street Address:
Smith Gilliam Williams & Miles, P.A.
340 Jesse Jewell Parkway, Suite 300
Gainesville, GA 30501

In Your Community. In Your Corner.

SMITH GILLIAM
WILLIAMS & MILES

Website: sgwmfirm.com
Phone: 770.536.3381
Fax: 770.531.1481
Mailing Address: P.O. Box 1098
Gainesville, GA 30503

February 10, 2025

Beth Garmon, Director of Planning and Zoning

bgarmon@hallcounty.org

Re: Clean Eagle RNG, LLC Rezoning; 4212 Roy Parks Road Rezone from AR-IV to PID on 22.45+/- Acre Tract; Parcel Number 15024 000008

Dear Beth,

Following the Planning Commission meeting, representatives of Clean Eagle RNG, LLC ("*Applicant*") met with the local fire department for preliminary discussions regarding the project and emergency response planning. To advance these discussions, the Applicant has proactively engaged a third-party emergency response consultant to develop a comprehensive emergency response plan. Applicant has commenced these efforts much earlier than is typical for these projects to respond to feedback received during the Planning Commission meeting. This plan is still under review and is not expected to be completed for several weeks. To ensure the County and Board of Commissioners have ample time to review the proposed emergency response plan, we respectfully request that the voting meeting of the Hall County Board of Commissioners be tabled from February 27, 2025 until March 27, 2025.

Thank you in advance for your consideration on this matter.

With cordial regards, I remain,

Sincerely,

Steven P. Gilliam

Cc: Lauren Verbiscus Rowe (lrowe@archaea.energy)

Street Address:
Smith Gilliam Williams & Miles, P.A.
340 Jesse Jewell Parkway, Suite 300
Gainesville, GA 30501

In Your Community. In Your Corner.

PLANNING AND DEVELOPMENT DEPARTMENT 2875
BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504 MAILING
ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503 t: 770-531-6809 I
f: 770-531-3902

HALL COUNTY
GEORGIA
We have it all in Hall

ZONING APPLICATION

Applicant (Name & Mailing Address)

Clean Eagle RNG, LLC
201 Helios Way, Floor 6
Houston, TX 77079

Phone [redacted]

Email Address [redacted]

Property Owner (Name & Mailing Address)

Faye Peck Pass, the Executor of the Estate of Joyce Adams Roberts
4176 Roy Parks Road
Gainesville, GA 30507

Phone [redacted]

Email Address N/A

Proposed Use Renewable Natural Gas (RNG) Interconnect site to decant and transfer pre-processed renewable natural gas to an existing pipeline.

Contact Person (Name & Mailing Address)

Steven P. Gilliam, Attorney
340 Jesse Jewell Parkway, Suite 300
Gainesville, GA 30501

Phone [redacted]

Email Address [redacted]

Status of Applicant

- ϒ Owner
- ϒ Option to Purchase
- ϒ Area Resident
- ϒ Other

Requested Action

Existing Zoning: H-B & AR-IV

Rezone to: PID

Fee: $ 1500.00

Receipt #: _____

Check #: _____

Tax Parcel Number 150 24 000008

Acreage 22.366 Acres

Location Address 4212 Roy Parks Road, Gainesville, GA 30507

I hereby certify that the above information and all attached information are true and correct.

Sign DocuSigned by: Aimee DiTommaso B6ED5C5F55204E6... Date: 9/19/2024

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 I
f: 770-531-3902

HALL COUNTY
GEORGIA
We have it all in Hall

AUTHORIZATION OF PROPERTY OWNERS

Note: If the applicant is the property owner, please disregard this form.

Name of owner(s) Faye Peck Pass, the Executor of Estate of The Estate of Joyce Adams Roberts

Address 4176 Roy Parks Road
Gainesville, GA 30507

Phone Number [redacted]

Name of applicant(s) Clean Eagle RNG, LLC

Address 201 Helios Way - Floor 6
Houston, TX 77079

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)

Faye Roberts Peck Pass

Personally appeared before me

Linda K. Dotson

who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Notary Public

6. 27. 2024
Date

HALL COUNTY, GEORGIA
LINDA K DOTSON
NOTARY PUBLIC
MY COMMISSION EXPIRES SEPTEMBER 15, 2024

Docusign Envelope ID: 241CCDEF-88ED-4DC1-B1E0-F9EFFE435239

PLANNING AND DEVELOPMENT DEPARTMENT 2875
BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504 MAILING
ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503 t: 770-531-6809 I
f: 770-531-3902

HALL COUNTY
GEORGIA
We have it all in Hall

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 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: _____

Dollar Amount: _____ _____ Date of Contribution: _____

Applicant's/Owner's Signature: DocuSigned by: Aimee DiTommaso B6ED5C5F55204E6... _____ **Date:** 9/19/2024

Applicant's/Owner's Name (Printed): Aimee DiTommaso, Vice President of Clean Eagle RNG, LLC

PLANNING AND DEVELOPMENT DEPARTMENT 2875
BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504 MAILING
ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503 t: 770-531-6809 I
f: 770-531-3902

HALL COUNTY
GEORGIA
We have it all in Hall

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: Faye R Pass, Executor _____ **Date:** _____

Applicant's/Owner's Name (Printed): FAYE Roberts PASS, Executor for Estate of Joyce Adams Roberts

SMITH GILLIAM
WILLIAMS & MILES

Website: sgwmfirm.com
Phone: 770.536.3381
Fax: 770.531.1481
Mailing Address: P.O. Box 1098
Gainesville, GA 30503

September 20, 2024

Hall County Planning and Development Department
2875 Browns Bridge Road
Gainesville, GA 30504

Reference: Narrative Regarding Rezoning Application to Planned Industrial Development
4212 Roy Parks Road, Gainsville, GA 30507 (the "Property")
Parcel ID No. 15024 000008

Dear Hall County Planning and Development:

Clean Eagle RNG LLC ("Clean Eagle") is a clean energy company that improves the local air quality and repurposes landfill gas to renewable natural gas ("RNG") to replace existing nonrenewable methane energy sources. Clean Eagle is an indirect majority-owned subsidiary of Archaea Energy Inc. ("Archaea"). Archaea is one of the largest RNG producers in the United States with an industry leading RNG platform and expertise in developing, constructing, and operating RNG facilities to capture waste emissions and convert them into low carbon fuel.

Landfill gas ("LFG") is generated at the Eagle Point Landfill located at 8870 Old Federal Road, Ball Ground, GA. The LFG will be treated to remove impurities and turned into RNG by Clean Eagle at its plant located at the Eagle Point Landfill (the "RNG Facility"). Certarus (USA) Ltd. ("Certarus") will then compress the pipeline quality RNG into compressed natural gas ("CNG") and truck the CNG from the RNG Facility to the Property, where it will be unloaded into the local Liberty Utilities Corp. ("Liberty") pipeline system. Clean Eagle has included an educational presentation on the RNG Facility and the Injection Facility as Exhibit A.

Clean Eagle is currently under contract with the ability to purchase the Property from the current owner, the Estate of Joyce Adams Roberts (the "Estate"). Faye Roberts Peck Pass, as Executor of the Estate (collectively, "Owner") has approved of this letter and the application discussed herein. Faye Roberts Peck Pass is the fee owner of the adjacent parcel to the east of the Property as well. Clean Eagle understands that the current use of approximately 7 acres of the Property is as a firearm shooting range with the remaining 15 acres forested unimproved real property.

Clean Eagle, with the approval of Owner, is applying for a rezoning of the Property from H-B and AR-IV to a Planned Industrial Development for the future development and use of the Property as a decanting station to inject RNG into the Liberty pipeline (the "Injection Facility"). The Injection Facility will be constructed, operated, and maintained by Certarus.[1]

The Injection Facility will deliver clean, renewable energy to the Gainesville area via the existing Liberty pipeline operating beneath the Property. The Injection Facility will process CNG from the Eagle Point Landfill, which will be trucked to the Property for decompression and injection into the Liberty pipeline.

[1] A link to the Certarus website can be found here: https://certarus.com

The development will be confined to the 6.63 acres depicted in the site plan, preserving the remaining 15.7 acres as forested and unimproved land with all setbacks consistent with the zoning requirements. The development ensures a buffer of approximately 1,000 feet from residential neighbors to the north, maintaining the rural character and natural beauty of the area, while minimizing any disturbance to its residential neighbors. The rezoning request is narrowly focused to ensure the Property remains dedicated to its intended use as an Injection Facility to load RNG into the Liberty pipeline system and unload natural gas from the Liberty pipeline system. Final site plans will prioritize preserving existing vegetation and wooded areas, and Clean Eagle will collaborate with the commission to enhance the area's greenery in line with Hall County's development plans. Attached as Exhibit C are 3D renderings of the proposed Injection Facility, illustrating the tree foliage that will surround it and serve as natural sound and visual buffers.

Below are some additional considerations for further discussion and consideration with respect to the development in connection with the application for rezoning:

- Noise Mitigation Efforts
    - Clean Eagle will conduct a baseline sound study to determine the existing ensure that the Injection Facility noise levels will remain below County thresholds and will take mitigating measures if needed to ensure the facility is compliant and a good neighbor.

    - A comprehensive noise study will be conducted during the detailed engineering phase. It will be on-site to determine the current baseline of noise and to assess the location of equipment receptacles and the direction of cooler fan emissions. The noise study will utilize sound level measurements and modeling techniques to evaluate potential noise impacts on surrounding areas. The objective of the noise study is to identify areas of concern and determine the effectiveness of existing noise mitigation measures. The results of the noise study will determine the noise mitigation plan.

    - Depending on the results of the noise study, Clean Eagle will implement engineering solutions to ensure that the Injection Facility is compliant with the County noise ordinances and Clean Eagle's good neighbor policy. The site entry will be built approximately 90 feet off of Roy Parks Road to reduce noise and light impacts. As noted above, the remaining 15.7 acres will be kept forested, which will act as a natural sound and light reduction barrier to the surrounding area. The access to the site will be moved to not interfere with driveway on the opposite side of Roy Parks Road.

    - We aim for each individual piece of equipment noise limit not to exceed 85 dBA @ 1 m (3 ft). Building walls and roof will include insulation and perforated liner to mitigate noise. Cooler fan motors will include variable frequency drive (VFD) to allow the fans to be slowed down to reduce noise if necessary.

- Odor
    - The RNG Facility located at Eagle Point Landfill strips all of the odor causing impurities out of the LFG as part of the RNG generation process. The impurities are incinerated at the

RNG Facility, which improves local air quality for residents. Note that because the methane is odorless by itself, Liberty must comply with natural gas odorization regulations established by the Department of Transportation ("DOT") or other applicable law for safety purposes. As such, DOT regulated additives may be added for injection and distribution into the Liberty pipeline system for regulatory compliance.

- Trucks and Traffic
  - Certarus will use high-capacity trailers (T450s) equipped with audible backup alarms for safety at the Property. During normal operations, we anticipate fewer than twenty (20) truck trips per day. However, during high demand periods caused by local utility pipeline outages, ruptures, or natural disasters, additional trucks may enter and exit the Property in connection with Certarus' loading operations to deliver compressed natural gas to affected customers and businesses.
  - As part of the project scope, Clean Eagle, will conduct a traffic impact study that will be consistent with the Gainesville Unified Land Development Code Chapter 9-22-4. The study should include data pertaining to existing traffic volume conditions, forecasted opening year traffic volume conditions with/without development, and forecasted design year traffic volume conditions with/without development.

- Adequate Lighting
  - To maintain the lighting within the 6.63 acres being utilized, the Injection Facility will utilize LED downward nonspill lights. The lighting plan will be confirmed once the final design of the site layout is completed during the detailed engineering phase. Tailoring light intensity and quantities to the specific site layout ensures optimal illumination while minimizing energy consumption and light pollution. Consideration will be given to various methods of mitigating light pollution, including the use of solar light switches, LED downlight fixtures, and wireless lighting controls. These devices can help regulate light levels based on ambient conditions, reducing unnecessary lighting output during nighttime hours and minimizing light pollution.

- Sanitary/Water Services
  - Per contact with the Hall County Engineer, Mr. Frank Hall, P.E., with the Hall County Community Development and Infrastructure, public sewer access is not available at the site. As such, Clean Eagle will coordinate and work with the Hall County Environmental Health department in order to evaluate the existing site conditions and develop the appropriate on-site sewage management system for the project.

  - No additional water services are anticipated as the existing service has sufficient supply resourced from the City of Gainesville.

- Signage & Fencing
  - All signage will be compliant with Chapter 17.420.060 of Hall County municipal code.

- The Injection Facility will have a chain link fence surrounding the facilities as depicted in the Site Plan and will include a green mesh as a visual mitigant on the fencing facing Roy Parks Road as depicted in the 3D renderings appended hereto.

- Anticipated Personnel Relating to the Use
  - 1 Regional Operations Manager
    - The Regional Operations Manager will be responsible for managing, mentoring, developing, and leading the operations and technical support teams at the Property.
  - 4 - 7 Regional Technicians
    - The position plays a key role in supporting operations while providing overall technical assistance to Certarus and its customers.
  - 12 – 20 Truck Drivers
    - This position is responsible for the safe transportation of RNG and CNG between the RNG Facility and Property, and between Certarus and its customer locations.

- Parking Spaces
  - Adequate parking spaces for personnel and operations will be provided. No public parking spaces will be provided.

- Access Location
  - The site will be accessed via the existing access drive located along Roy Parks Rd. The existing access drive will be upgraded to facilitate the anticipated traffic conditions for the project. In conjunction with upgrading the existing access drive, an additional access drive is to be constructed in order to provide safe and efficient traffic flows in and out of the proposed site as depicted in the site plan. The access drives are to be designed and constructed in accordance with Chapter 12, Hall County Code of Ordinances, current version, regulations and shall contain recommendations provided as part of the Traffic Impact Study (TIS) being prepared for the project. The access drives will be privately maintained.

- Alternative Locations
  - Clean Eagle, Certarus, and Liberty collaborated to identify the best location for the Injection Facility. Three other locations (two in Hall County and one in Bartow County) were considered, but these alternatives posed significant challenges, including greater earth disturbance, more tree clearing, and increased infrastructure requirements. Additionally, the Liberty pipeline system at these alternate locations was not equipped to handle the additional anticipated gas volumes, which would have necessitated extensive infrastructure upgrades by Liberty. Such upgrades would involve new pipeline right-of-ways, increased construction traffic, locations near high traffic roadways, and facilities that are highly visible from the street. In contrast, the proposed Injection Facility is strategically situated next to the Liberty pipeline, minimizing the infrastructure modifications needed. In addition, the proposed site is offset from the local roads, which gives opportunity to place greenery at the entrance to minimize visibility from the road.

- Conceptual Site Plan
    - The development of the property shall be controlled by the Conceptual Site Plan (the "Site Plan") attached as Exhibit B. The Site Plan is considered conceptual in nature, and as such may require minor modifications during the engineering and development process. Modifications to the locations and arrangement of lots, roads, amenities, and other improvements that do not conflict with specific standards and requirements of these conditions may be made by applicant, so long as its modifications do not change the land use, increase the overall density of the project, or reduce any established exterior buffers or setbacks.

REQUIRED CONSTITUTIONAL AND ANTE LITEM NOTICE

Georgia law and the procedures of Hall County require the Applicant / Owner to raise Federal and State constitutional objections during the PID master plan application process. While the Applicant / Owner anticipate a smooth application process, failure to raise constitutional objections at this stage may mean that the Applicant / Owner will be barred from raising important legal claims later in the process. Accordingly, the following constitutional objections are stated:

The portions of the Hall County Development Code, facially and as applied to the Property, which restrict the Property to any uses, conditions, land use designations, development standards, or to any zoning district other than that proposed by the Applicant / Owner are unconstitutional in that they would destroy the Applicant's / Owner's property rights without first paying fair, adequate and just compensation for such rights, in violation of Article I, Section I, Paragraph I and Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

The application of the Hall County Development Code, facially and as applied to the Property, which restricts the Property to any uses, conditions, land use designations, development standards, or to any zoning district other than in accordance with the application as proposed by the Applicant / Owner is unconstitutional, illegal, null and void, constituting a taking of Applicant's / Owner's Property in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States; Article I, Section I, Paragraph I, and Section III, Paragraph I of the Constitution of the State of Georgia of 1983; and the Equal Protection and Due Process Clauses of the Fourteenth Amendment to the Constitution of the United States denying the Applicant / Owner an economically viable use 7 of its land while not substantially advancing legitimate state interests.

A denial of this Application would be unconstitutional under the Takings Clause of the Fifth Amendment to the Constitution of the United States and the Just Compensation Clause of Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983. A refusal by the Hall County Board of Commissioners to approve the zoning conditions as requested would constitute a taking of the Applicant's / Owner's property.

A denial of this Application would constitute an arbitrary and capricious act by the Hall County Board of Commissioners without any rational basis therefore constituting an abuse of discretion in violation of Article I, Section I, Paragraph I and Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States. A refusal to grant the PID zoning request would lack objective justification and would result only from neighborhood opposition, which would constitute an unlawful delegation of the zoning power to non-legislative bodies in violation of the Georgia Constitution, Article IX, Section II, Paragraph 4.

A refusal by the Hall County Board of Commissioners to approve this Application for the Property in accordance with the criteria as requested by the Applicant would be unconstitutional and discriminate in an arbitrary, capricious and unreasonable manner between the Applicant and owners of the similarly situated property in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States. Any rezoning of the Property subject to conditions which are different from the conditions requested by the Applicant / Owner, to the extent such different conditions would have the effect of further restricting Applicant's / Owner's utilization of the Property, would also constitute an arbitrary, capricious and discriminatory act in zoning the Property to a unconstitutional classification and would likewise violate each of the provisions of the State and Federal Constitutions set forth 8 hereinabove.

Applicant / Owner reserves all due process rights granted to them under O.C.G.A. 36-66-5.1. et. seq, to petition the courts for review of a local government's exercise of zoning, administrative, or quasi-judicial powers, as set fourth in those code sections and statutes.

Clean Eagle appreciates your review and consideration by approving this requested rezoning to PID from the existing H-B and AR-IV. If you have any questions about this zoning application, please reach out to Steven P. Gilliam, Attorney at (770) 536-3381 or sgilliam@sgwmfirm.com. For any technical questions, please do not hesitate to contact Ryan Aubuchon at (314) 304-7922 or raubuchon@archaea.energy.

Sincerely,

Steven P. Gilliam
Attorney

SMITH GILLIAM
WILLIAMS & MILES

Website: sgwmfirm.com
Phone: 770.536.3381
Fax: 770.531.1481
Mailing Address: P.O. Box 1098
Gainesville, GA 30503

Beth Garmon

Director of Planning and Zoning

Hall County, Georgia

bgarmon@hallcounty.org

RE: HZON24-0036 Clean Eagle RNG, LLC – 4212 Roy Parks Road – Rezone to PID

Dear Beth,

The Clean Eagle RNG, LLC team and I appreciate your advice and assistance on the above-mentioned rezoning application. As discussed on Monday, December 16, 2024, this letter is to request that the Clean Eagle, RNG, LLC rezoning application currently scheduled for the December 16, 2024, Planning Commission Hearing date, be tabled to the Planning Commission Hearing scheduled for Tuesday, January 21, 2025, with the coinciding Hall County Board of Commissioners Public Hearing on Thursday, February 27, 2025.

Please let me know if you need anything further to allow for the rescheduling. Thank you for your consideration.

With cordial regards, I remain,

Sincerely,

Steven P. Gilliam

Cc: Lauren Rowe ([redacted])
Ryan Aubuchon ([redacted])
Tyler Henson ([redacted])
Mel Lara ([redacted])
Brian Thompson ([redacted])
Kyle Ross ([redacted])

Street Address:
Smith Gilliam Williams & Miles, P.A.
340 Jesse Jewell Parkway, Suite 300
Gainesville, GA 30501

In Your Community. In Your Corner.

Hall County – Planned Industrial Development Conditions

1. The property shall be developed in accordance with the Conceptual Ssite Pplan (the "Plan") and as described in the project narrative and other application documents, modified as necessary for compliance with conditions herein and development standards enforced at the time of Ssite Pplan approval. The development shall be controlled by the Plan attached to the Narrative. The Plan is considered conceptual in nature, and as such may require minor modifications during the engineering and development process. Modifications and other improvements that do not conflict with specific standards and requirements of these conditions may be made by the Developer so long as such modifications do not change the land use or reduce any established exterior buffers or setbacks.

2. ~~Accoustical~~Acoustical sound walls must be installed as part of the facility. These walls will be constructed according to the scenario outlined in Exhibit B of the application documents within the Noise Mitigation Study by Behrens and Associates, Inc.

3. Within Hall County, truck traffic on Highway 53 will be limited to that section between McEver Road and the Hall/Forsyth county line, and during normal operations, trucks must utilize I-985 to travel from Highway 53/Mundy Mill Road and GA-60/Candler Road. Trucks may be rerouted onto approved hazmat routes during abnormal operating conditions caused by natural disasters, weather, construction, or other incidents that cause the approved trucking route to be impassable.

4. The facility will be responsible for limiting truck traffic/access to and from Roy Parks Road via GA-60 (Candler Road) only.

5. ~~The facility will be responsible for limiting truck traffic during school hours in the area~~. No ~~trucks~~ trailers may be entering or leaving the facility during the hours of 6:45-7:45 am and 2:45-4:00 pm, Monday through Friday unless due to abnormal operating conditions caused by natural disasters, construction, or other incidents that cause delays beyond the facility's control~~.~~.

6. The facility driveway must meet all traffic engineering requirements of both Hall County Engineering and the Georgia Department of Transportation.

7. To provide additional screening of the site, green mesh fabric must be installed on the fencing adjacent to Roy Parks Road.

8. A 50 foot frontage strip must remain undisturbed, with the exception of those areas cleared in order to construct access to the facility. Where necessary, additional plantings will be installed to provide adequate screening of the site. Final review of the landscape plan shall be subject to the approval of the Director of Planning and Zoning, or their designee.

9. No variances or development exceptions are granted as part of this request that are not explicitly granted by Board approval. The development shall be compliant with the Official code of Hall

Formatted: Font color: Purple

Commented [LV1]: The staff report indicated that a 20-foot buffer along the east side of the development does not meet the 50-foot side setback requirement under 17.260.020.B.4. However, under Section 6.1.6D of the 11/14/24 draft of the Unified Development Code, this setback requirement is not imposed, and instead, those for I-1 apply (20 foot setback for side yards). "The development controls for the district must be detailed, including lot coverage, setbacks, building heights, and lot sizes. If standards are not specifically proposed, then the applicable standards in the **Light Industrial (I-1) district in Sec. 5.5,** including screening and buffer requirements, apply."

County, as well as any other agencies or reviewing departments, including, but not limited to the Fire Marshal and Hall County Engineering.

10. All conditions of zoning shall be made a part of any plats or construction plans ~~created for the subdivision~~that are required for permitting purposes.

Commented [LV2]: We are not subdividing the parcel in connection with the rezoning efforts.

SMITH GILLIAM
WILLIAMS & MILES

Website: sgwmfirm.com
Phone: 770.536.3381
Fax: 770.531.1481
Mailing Address: P.O. Box 1098
Gainesville, GA 30503

January 16, 2025

Hall County Planning and Development Department
2875 Browns Bridge Road
Gainesville, GA 30504

Reference: Narrative Regarding Rezoning Application to Planned Industrial Development
4212 Roy Parks Road, Gainsville, GA 30507 (the "Property")
Parcel ID No. 15024 000008

Dear Hall County Planning and Development:

On September 20, 2024, Clean Eagle RNG LLC ("Clean Eagle") submitted its application to rezone the Property from H-B and AR-IV to a Planned Industrial Development for the development and use of the Property as an unloading/loading facility to inject renewable natural gas into and take natural gas from the Liberty pipeline system (the "Injection Facility").

The rezoning application was initially scheduled for the November 18th Planning Commission Hearing. Following discussions with the County and Commissioners, it was agreed to table the application to the December 16th hearing date to work on a proposed trucking route that addressed the County's traffic concerns. Thereafter, a mutually agreed-upon route was developed, which restricted truck traffic on Highway 53 to the segment between McEver Road and the Hall/Forsyth County line, and on I-985 from Highway 53/Mundy Mill Road to GA-60/Candler Road. While Clean Eagle was prepared to present its application at the December 16th Planning Commission Hearing date, a question arose as to a quorum to be able to progress the application forward. The rezoning application was subsequently tabled to the Planning Commission Hearing scheduled for Tuesday, January 21, 2025.

During the rezoning process period, Hall County adopted a new Unified Development Code ("2024 UDC") on November 14, 2024. The County has applied the 2024 UDC standards to Clean Eagle's rezoning application in the Staff Report issued on January 9, 2025, including those outlined in Section 7.6.9.E regarding a Waste-related Energy Recovery facility. However, **Clean Eagle recommends that the Unified Development Code in effect on the date of its application be applied to the rezoning of the Property, as it more closely aligns with the County's Comprehensive Plan designation of "Rural Scenic Nodes and Corridors".** Attached as Exhibit A is a preliminary site plan that applies the 200-foot setback requirements of Section 7.6.9.E of the 2024 UDC. This initially results in:

- An additional 2.84 acres that will be included in the development (6.63 acres versus 9.47 acres)
- At least an additional 3.19 acres of tree clearing (3.07 acres versus 4.32-6.26 acres)
- Instead of 55' buffer from LOD to Stream the LOD will be encroaching on the stream buffer. Limits of grading from stream to buffer will drop from 136' to 29'.
- One CNG fill station had to be removed to accommodate the new UDC setback requirements as well as avoid impact to the stream. This results in less trucks available to support loading operations to service affected customers and businesses in the event of local outages.

The original site plan better aligns with the intent of the 2024 UDC and Comprehensive Plan. It minimizes the environmental impact and preserves the existing forested, unimproved land, as shown in the 3D renderings in the application. The original site design also provides a larger natural buffer between the neighboring properties and Roy Parks Road, preserving the rural character of the area.

If it is recommended by the Board of Commissioners that the 2024 UDC apply to the rezoning application, the provisions of Section 7.6.9E would not apply to the Property. The Injection Facility does not process or convert landfill gas; this occurs at a separate facility in Forsyth County, Georgia. Clean renewable pipeline specification quality natural gas is then trucked from the Forsyth facility to the Property, where it is offloaded and injected into the Liberty pipeline. No filtration, processing, combustion, gasification, or landfill gas recovery takes place on the Property. Therefore, the rezoning should be treated as a Planned Industrial Development with the applicable standards in the Light Industrial (I-1) district applying.

Sincerely,

Steven P. Gilliam
Attorney

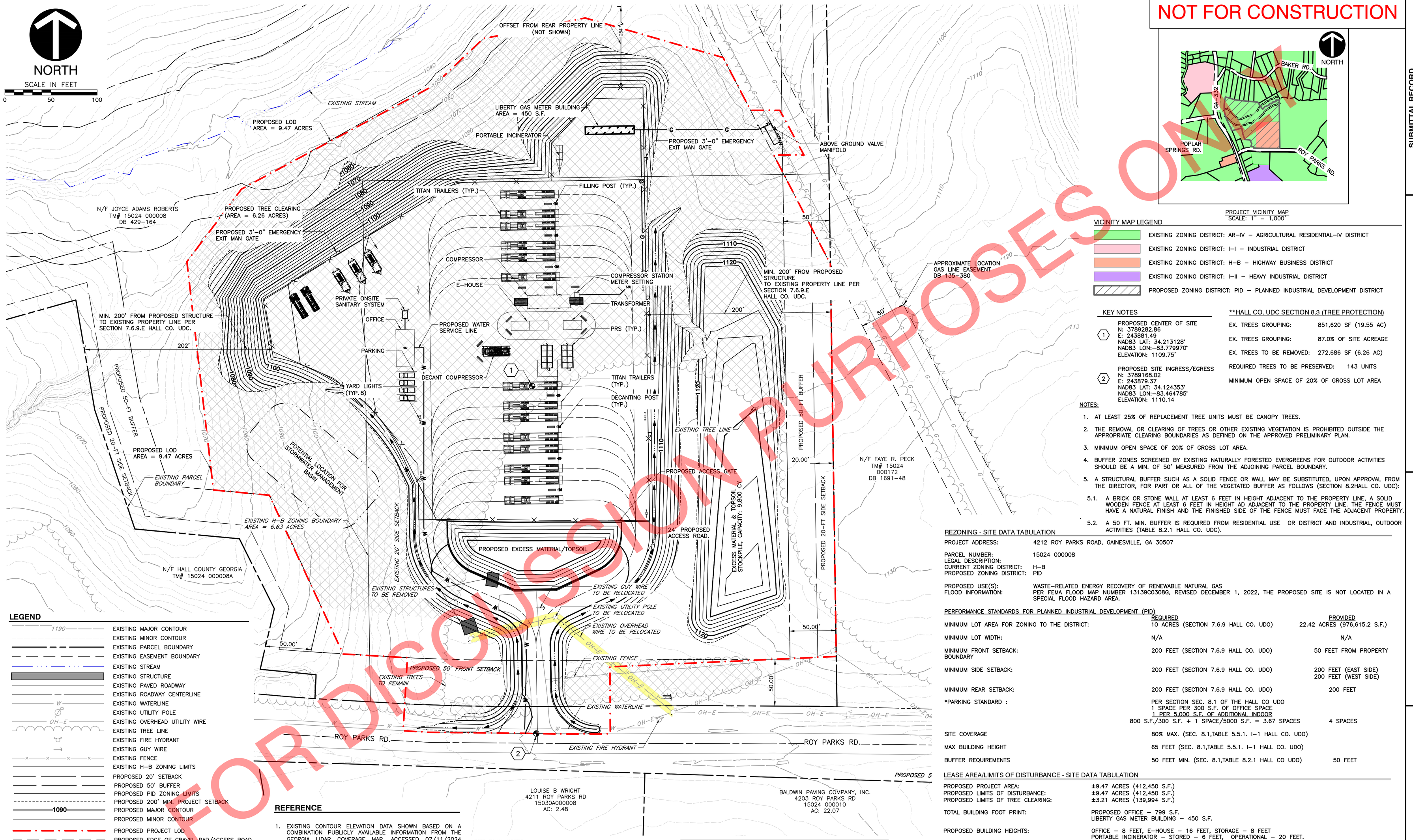
Exhibit A

Preliminary Site Plan for Section 7.6.9E of the 2024 UDC[1]

[1] Note this is for discussion purposes only. In addition to finalizing this site plan, the sound study would need to be updated to address the new layout to determine the location for the proposed acoustical sound walls.

01.21.2025 - Item 3

NOT FOR CONSTRUCTION



PROJECT VICINITY MAP
SCALE: 1" = 1,000'

VICINITY MAP LEGEND

- EXISTING ZONING DISTRICT: AR-IV – AGRICULTURAL RESIDENTIAL-IV DISTRICT
- EXISTING ZONING DISTRICT: I-I – INDUSTRIAL DISTRICT
- EXISTING ZONING DISTRICT: H-B – HIGHWAY BUSINESS DISTRICT
- EXISTING ZONING DISTRICT: I-II – HEAVY INDUSTRIAL DISTRICT
- PROPOSED ZONING DISTRICT: PID – PLANNED INDUSTRIAL DEVELOPMENT DISTRICT

KEY NOTES

1. PROPOSED CENTER OF SITE
   N: 3789282.86
   E: 243881.49
   NAD83 LAT: 34.213128°
   NAD83 LON: -83.779970°
   ELEVATION: 1109.75'
2. PROPOSED SITE INGRESS/EGRESS
   N: 3789168.02
   E: 243879.37
   NAD83 LAT: 34.124353°
   NAD83 LON: -83.464785°
   ELEVATION: 1110.14

**HALL CO. UDC SECTION 8.3 (TREE PROTECTION)

EX. TREES GROUPING:	851,620 SF (19.55 AC)
EX. TREES GROUPING:	87.0% OF SITE ACREAGE
EX. TREES TO BE REMOVED:	272,686 SF (6.26 AC)
REQUIRED TREES TO BE PRESERVED:	143 UNITS
MINIMUM OPEN SPACE OF 20% OF GROSS LOT AREA	

NOTES:

1. AT LEAST 25% OF REPLACEMENT TREE UNITS MUST BE CANOPY TREES.
2. THE REMOVAL OR CLEARING OF TREES OR OTHER EXISTING VEGETATION IS PROHIBITED OUTSIDE THE APPROPRIATE CLEARING BOUNDARIES AS DEFINED ON THE APPROVED PRELIMINARY PLAN.
3. MINIMUM OPEN SPACE OF 20% OF GROSS LOT AREA.
4. BUFFER ZONES SCREENED BY EXISTING NATURALLY FORESTED EVERGREENS FOR OUTDOOR ACTIVITIES SHOULD BE A MIN. OF 50' MEASURED FROM THE ADJOINING PARCEL BOUNDARY.
5. A STRUCTURAL BUFFER SUCH AS A SOLID FENCE OR WALL MAY BE SUBSTITUTED, UPON APPROVAL FROM THE DIRECTOR, FOR PART OR ALL OF THE VEGETATED BUFFER AS FOLLOWS (SECTION 8.2HALL CO. UDC):
   - 5.1. A BRICK OR STONE WALL AT LEAST 6 FEET IN HEIGHT ADJACENT TO THE PROPERTY LINE, A SOLID WOODEN FENCE AT LEAST 6 FEET IN HEIGHT AD ADJACENT TO THE PROPERTY LINE. THE FENCE MUST HAVE A NATURAL FINISH AND THE FINISHED SIDE OF THE FENCE MUST FACE THE ADJACENT PROPERTY.
   - 5.2. A 50 FT. MIN. BUFFER IS REQUIRED FROM RESIDENTIAL USE OR DISTRICT AND INDUSTRIAL, OUTDOOR ACTIVITIES (TABLE 8.2.1 HALL CO. UDC).

REZONING - SITE DATA TABULATION

PROJECT ADDRESS: 4212 ROY PARKS ROAD, GAINESVILLE, GA 30507

PARCEL NUMBER: 15024 000008
LEGAL DESCRIPTION:
CURRENT ZONING DISTRICT: H-B
PROPOSED ZONING DISTRICT: PID

PROPOSED USE(S): WASTE-RELATED ENERGY RECOVERY OF RENEWABLE NATURAL GAS
FLOOD INFORMATION: PER FEMA FLOOD MAP NUMBER 13139C0308G, REVISED DECEMBER 1, 2022, THE PROPOSED SITE IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA.

PERFORMANCE STANDARDS FOR PLANNED INDUSTRIAL DEVELOPMENT (PID)

	REQUIRED	PROVIDED
MINIMUM LOT AREA FOR ZONING TO THE DISTRICT:	10 ACRES (SECTION 7.6.9 HALL CO. UDO)	22.42 ACRES (976,615.2 S.F.)
MINIMUM LOT WIDTH:	N/A	N/A
MINIMUM FRONT SETBACK: BOUNDARY	200 FEET (SECTION 7.6.9 HALL CO. UDO)	50 FEET FROM PROPERTY
MINIMUM SIDE SETBACK:	200 FEET (SECTION 7.6.9 HALL CO. UDO)	200 FEET (EAST SIDE) 200 FEET (WEST SIDE)
MINIMUM REAR SETBACK:	200 FEET (SECTION 7.6.9 HALL CO. UDO)	200 FEET
*PARKING STANDARD :	PER SECTION SEC. 8.1 OF THE HALL CO UDO 1 SPACE PER 300 S.F. OF OFFICE SPACE 1 PER 5,000 S.F. OF ADDITIONAL INDOOR 800 S.F./300 S.F. + 1 SPACE/5000 S.F. = 3.67 SPACES	4 SPACES
SITE COVERAGE	80% MAX. (SEC. 8.1,TABLE 5.5.1. I-1 HALL CO. UDO)	
MAX BUILDING HEIGHT	65 FEET (SEC. 8.1,TABLE 5.5.1. I-1 HALL CO. UDO)	
BUFFER REQUIREMENTS	50 FEET MIN. (SEC. 8.1,TABLE 8.2.1 HALL CO UDO)	50 FEET

LEASE AREA/LIMITS OF DISTURBANCE - SITE DATA TABULATION

PROPOSED PROJECT AREA:	±9.47 ACRES (412,450 S.F.)
PROPOSED LIMITS OF DISTURBANCE:	±9.47 ACRES (412,450 S.F.)
PROPOSED LIMITS OF TREE CLEARING:	±3.21 ACRES (139,994 S.F.)
TOTAL BUILDING FOOT PRINT:	PROPOSED OFFICE – 799 S.F. LIBERTY GAS METER BUILDING – 450 S.F.
PROPOSED BUILDING HEIGHTS:	OFFICE – 8 FEET, E-HOUSE – 16 FEET, STORAGE – 8 FEET PORTABLE INCINERATOR – STORED – 6 FEET, OPERATIONAL – 20 FEET.
NUMBER OF STORIES	1
EXISTING IMPERVIOUS AREA:	EXISTING CONCRETE PAD – 0.02 ACRES (1061 SF) = 0.22% EXISTING STRUCTURES – 0.01 ACRES (410 SF) = 0.11% TOTAL EXISTING IMPERVIOUS =0.03 ACRES (1471 SF) = 0.33%
PROPOSED IMPERVIOUS AREA:	PROPOSED PAD – 2.85 ACRES (124,244 SF) = 31.70% PROPOSED ACCESS ROAD– 0.34 ACRES (15,200 SF) = 3.78% TOTAL PROPOSED IMPERVIOUS = 3.19 ACRES (139,444 SF) = 35.48%

** 8.1.1. A MAXIMUM OF 799 SQUARE FEET OF PROPOSED OFFICE SPACE IS TO BE DEVELOPED. UPON COMPLETION OF DEVELOPMENT, THE PROPERTY MUST HAVE A NUMBER OF TREES EQUIVALENT TO 15 UNITS PER ACRE OF DEVELOPMENT SITE.. THE DIAMETER OF A TREE'S TRUNK WILL BE MEASURED AND A VALUE ASSIGNED IN UNITS IN ACCORDANCE WITH TABLE 8.3.1 OF THE HALL CO. UDO.

AREA OF DEVELOPMENT – 9.47 ACRES (412,450 SF)
TREES TO BE PRESERVED – 9.47 ACRES X 15 UNITS/ ACRE
TOTAL =143 UNITS

LEGEND

- EXISTING MAJOR CONTOUR (1190)
- EXISTING MINOR CONTOUR
- EXISTING PARCEL BOUNDARY
- EXISTING EASEMENT BOUNDARY
- EXISTING STREAM
- EXISTING STRUCTURE
- EXISTING PAVED ROADWAY
- EXISTING ROADWAY CENTERLINE
- EXISTING WATERLINE (W)
- EXISTING UTILITY POLE
- EXISTING OVERHEAD UTILITY WIRE (OH-E)
- EXISTING TREE LINE
- EXISTING FIRE HYDRANT
- EXISTING GUY WIRE
- EXISTING FENCE
- EXISTING H-B ZONING LIMITS
- PROPOSED 20' SETBACK
- PROPOSED 50' BUFFER
- PROPOSED PID ZONING LIMITS
- PROPOSED 200' MIN. PROJECT SETBACK
- PROPOSED MAJOR CONTOUR (1090)
- PROPOSED MINOR CONTOUR
- PROPOSED PROJECT LOD
- PROPOSED EDGE OF GRAVEL PAD/ACCESS ROAD
- PROPOSED DITCH
- PROPOSED ACCESS ROAD CENTERLINE
- PROPOSED TREE REMOVAL
- PROPOSED FENCE
- PROPOSED INDUSTRIAL BUFFER
- PROPOSED 6" GAS LINE (G)
- PROPOSED WATER SERVICE LINE (W)
- PROPOSED ACCESS GATE
- PROPOSED JERSEY BARRIER
- PROPOSED BASIN

REFERENCE

1. EXISTING CONTOUR ELEVATION DATA SHOWN BASED ON A COMBINATION PUBLICLY AVAILABLE INFORMATION FROM THE GEORGIA LIDAR COVERAGE MAP, ACCESSED 07/11/2024 AND FIELD SURVEY DATA PROVIDED BY CDS COMMERCIAL DUE DILIGENCE ON 07/29/2024.
2. EXISTING PLANIMETRIC INFORMATION BASED ON FIELD SURVEY DATA PROVIDED BY CDS COMMERCIAL DUE DILIGENCE ON 07/29/2024.
3. NORTHINGS, EASTINGS, LATITUDES, AND LONGITUDES ON THIS PLAN REFER TO LOCATIONS REFERENCING NSRS 2011 GEORGIA STATE PLANE WEST ZONE, US FOOT.
4. EXISTING PARCEL INFORMATION BASED ON FIELD SURVEY DATA PROVIDED BY CDS COMMERCIAL DUE DILIGENCE ON 07/29/2024.

SITE PLAN NOTES

1. ALL DISTURBED AREAS, INCLUDING SLOPES, SHALL HAVE PERMANENT VEGETATION ESTABLISHED PER THE MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA, LATEST EDITION.
2. PROPOSED PLAN TO USE ON SITE SANITARY MANAGEMENT SYSTEM; NO EXISTING SEWER LINE WILL BE UTILIZED.
3. SITE TO BE REZONED FROM (H-B)-HIGH-BUSINESS TO (PID)-PLANNED INDUSTRIAL DEVELOPMENT.

CLEAN EAGLE INTERCONNECT – EARTHWORK VOLUMES

DESCRIPTION	CUT (CY)	FILL (CY)	NET (CY)
INTERCONNECT PAD	21,200	6,300	14,900
50' X 200' AREA	0	4,900	-4,900
STORAGE AREA	800	17,000	-16,200
ACCESS DRIVE	6,600	100	6,500
TOTAL	28,600	28,300	300
TOPSOIL	9,500	0	9,500

EARTHWORK CALCULATIONS ASSUME A MINIMUM TOPSOIL DEPTH OF 15 INCHES, AND A MINIMUM STONE DEPTH OF 12 INCHES ON THE ACCESS ROAD AND PAD. EXCESS MATERIAL & TOPSOIL TO BE STOCKPILED ONSITE.

FOR DISCUSSION PURPOSES ONLY

SUBMITTAL RECORD

NO	DATE	DESCRIPTION

250 W. Old Wilson Bridge Road
Suite 250
Worthington, OH 43085
Ph: 614.540.6633
www.cecinc.com

Civil & Environmental Consultants, Inc.

CLEAN EAGLE INTERCONNECT
PROCESSING RNG FACILITY
ARCAHEA ENERGY OPERATING, LLC
GAINSVILLE, GA

PROPOSED SITE DEVELOPMENT PLAN

DRAWN BY:	BJC
CHECKED BY:	JDF
DWG SCALE:	1"=50'
PROJECT NO:	343-262
APPROVED BY:	DRAFT
DATE:	JANUARY 2025

DRAWING NO.: RZ-2

SHEET 1 OF 1

01.21.2025 Item 3

P:\340-000\343-262\-CAD\Dwg\CVD2 - Rezoning Drawings\343262-CVD2-Rezoning Documents_RZ2_20240108.dwg[ARIVOTI] LS(1/13/2025 - jhart) - LP: 1/16/2025 9:06 AM

Hall County – Planned Industrial Development Conditions

1. The property shall be developed in accordance with the Conceptual Ssite Pplan (the "Plan") and as described in the project narrative and other application documents, modified as necessary for compliance with conditions herein and development standards enforced at the time of Ssite Pplan approval. The development shall be controlled by the Plan attached to the Narrative. The Plan is considered conceptual in nature, and as such may require minor modifications during the engineering and development process. Modifications and other improvements that do not conflict with specific standards and requirements of these conditions may be made by the Developer so long as such modifications do not change the land use or reduce any established exterior buffers or setbacks.

2. ~~Accoustical~~Acoustical sound walls must be installed as part of the facility. These walls will be constructed according to the scenario outlined in Exhibit B of the application documents within the Noise Mitigation Study by Behrens and Associates, Inc.

3. Within Hall County, truck traffic on Highway 53 will be limited to that section between McEver Road and the Hall/Forsyth county line, and during normal operations, trucks must utilize I-985 to travel from Highway 53/Mundy Mill Road and GA-60/Candler Road. Trucks may be rerouted onto approved hazmat routes during abnormal operating conditions caused by natural disasters, weather, construction, or other incidents that cause the approved trucking route to be impassable.

4. The facility will be responsible for limiting truck traffic/access to and from Roy Parks Road via GA-60 (Candler Road) only.

5. ~~The facility will be responsible for limiting truck traffic during school hours in the area~~. No ~~trucks~~ trailers may be entering or leaving the facility during the hours of 6:45-7:45 am and 2:45-4:00 pm, Monday through Friday unless due to abnormal operating conditions caused by natural disasters, construction, or other incidents that cause delays beyond the facility's control~~.~~.

6. The facility driveway must meet all traffic engineering requirements of both Hall County Engineering and the Georgia Department of Transportation.

7. To provide additional screening of the site, green mesh fabric must be installed on the fencing adjacent to Roy Parks Road.

8. A 50 foot frontage strip must remain undisturbed, with the exception of those areas cleared in order to construct access to the facility. Where necessary, additional plantings will be installed to provide adequate screening of the site. Final review of the landscape plan shall be subject to the approval of the Director of Planning and Zoning, or their designee.

9. No variances or development exceptions are granted as part of this request that are not explicitly granted by Board approval. The development shall be compliant with the Official code of Hall

Formatted: Font color: Purple

County, as well as any other agencies or reviewing departments, including, but not limited to the Fire Marshal and Hall County Engineering.

10. All conditions of zoning shall be made a part of any plats or construction plans ~~created for the subdivision~~that are required for permitting purposes.

Commented [LV1]: We are not subdividing the parcel in connection with the rezoning efforts.

SMITH GILLIAM
WILLIAMS & MILES

Website: sgwmfirm.com
Phone: 770.536.3381
Fax: 770.531.1481
Mailing Address: P.O. Box 1098
Gainesville, GA 30503

November 22, 2024

Hall County Planning and Development Department
2875 Browns Bridge Road
Gainesville, GA 30504

Reference: Narrative Regarding Rezoning Application to Planned Industrial Development
4212 Roy Parks Road, Gainsville, GA 30507 (the "Property")
Parcel ID No. 15024 000008

Dear Hall County Planning and Development:

As a follow up to our preapplication meeting on November 5, 2024, Clean Eagle RNG LLC ("Clean Eagle") would like to provide additional details on (1) the selection of Liberty Utilities Corp. ("Liberty") to distribute the renewable natural gas ("RNG"), (2) the selection of this project site in Hall County, (3) the proposed noise mitigation efforts, and (4) the proposed trucking schedule. Unless otherwise defined herein, capitalized terms used herein will have the meanings ascribed to those terms in the Rezoning Narrative submitted with the initial application.

(1) Attached as Exhibit A is the Rextag map, which shows the main gas transmission lines near the RNG Facility. Clean Eagle used this map to identify potential pipeline connections for transporting the RNG produced at the Facility. Clean Eagle initially reached out to Southern Company (labeled as Atlanta Gas and Light on Exhibit A) for a permanent pipeline interconnect as this was the closest to the RNG Facility. Natural gas utilities need to conduct a detailed system capacity study before a new production source of natural gas is added to their existing natural gas pipeline. As a result of this study, Southern Company was not able to accept the full volume of RNG produced at the RNG Facility. The next closest pipelines considered were Liberty and Williams (labeled as Transco on Exhibit A).[1] Williams and Clean Eagle were unable to find a feasible location to inject into their system. The locations that were identified were farther away from the RNG Facility, unavailable for sale, within high residential areas, insufficient property sizes, and/or proposed significant land development challenges.

(2) Initially Liberty identified two potential locations to accept RNG from the RNG Facility: (1) 2578 – 2582 White Sulphur Road, Gainesville, GA, and (2) 766 Cleveland Hwy, Gainesville, GA. However, after Liberty conducted a detailed system study, these locations were not equipped to handle the anticipated RNG volumes and would require extensive pipeline upgrades. To avoid these infrastructure upgrades and the construction disruption to the neighboring community, Liberty concluded that Clean Eagle's injection point needed to be along their two main transmission lines. At that point, the Property was identified as the best location to accept Clean Eagle's RNG since the parcel was listed for sale, was adjacent to two Liberty transmission lines that had ample

[1] Note that the Renaissance pipeline pictured thereon was never constructed, nor are there any current plans to commence construction.

capacity to accept our RNG production, and did not face the same challenges at the locations listed above. In addition to the local hiring benefits detailed in the Narrative, the Injection Facility will utilize local contractors and subcontractors for the construction and continued operation thereof. Lastly, the Injection Facility will also support the local community by providing emergency compressed natural gas relief to customers and businesses in the event of a pipeline outage or natural disaster, ensuring a temporary supply until local utility services can be restored.

(3) Clean Eagle received a preliminary noise study prepared by Behrens and Associates, Inc. that demonstrates that without any noise mitigation the proposed project is slightly above the current ambient levels today for local residents. To further mitigate the potential noise impact in accordance with its good neighbor policy, Clean Eagle proposes to install the sound walls depicted on Exhibit B appended hereto. The noise mitigation measures will be confirmed once the final design of the site layout is completed during the detailed engineering phase.

(4) Certarus will limit truck traffic Monday through Friday from 6:45 - 7:45am and 2:25 - 4pm to align with school zone time frames and avoid high traffic times. Certarus will use this time for shift change, safety meetings, team updates and trainings, etc.

Sincerely,

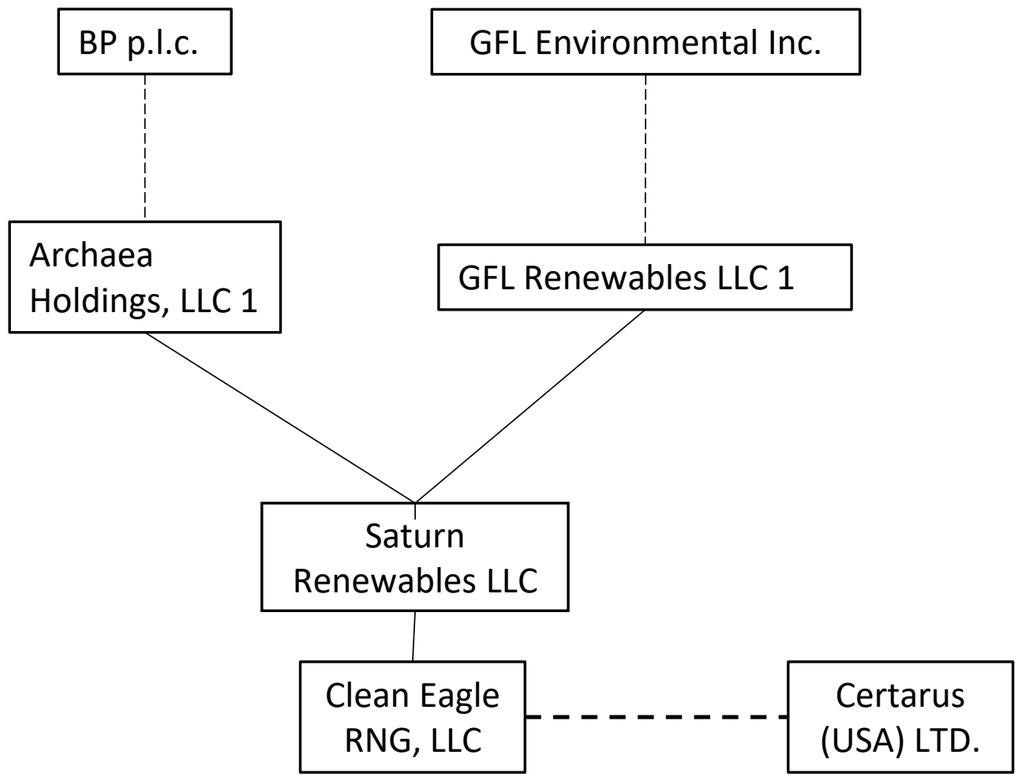
Steven P. Gilliam
Attorney

Clean Eagle RNG, LLC

A Joint Venture between
Archaea Energy and GFL Environmental

Introductions

Saturn, Archaea, GFL, Certarus

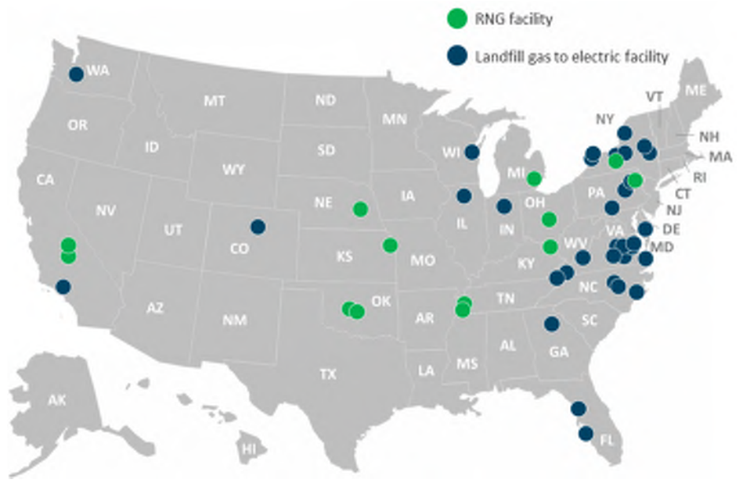


1. Archaea Holdings, LLC is an indirect wholly-owned subsidiary of bp, p.l.c. (NYSE: bp) and GFL Renewables LLC is an indirect wholly-owned subsidiary of GFL Environmental, Inc. (NYSE: GFL).
2. Clean Eagle RNG, LLC is registered to do business in Georgia and will own the property and operating equipment on the Subject Property.
3. Clean Eagle RNG, LLC is contracting with Certarus (USA) Ltd., who will be responsible for (1) the construction, operation, and maintenance of the facilities on the Subject Property in Hall County, and (2) the loading, unloading, and transportation of the RNG from Forsyth County to the Subject Property in Hall County. Certarus is also registered to do business in Georgia.

Archaea Energy at a glance

- Largest RNG producer in the US – produced ~11 million mmbtus last year
- 50 sites online today; development pipeline of ~80 projects with feedstock for 80% secured; targeting 15% returns
- Expect to bring around ~15 plants online in both 2024 and 2025
- Standardization driving construction efficiency, cost reductions and accelerated pace of delivery
- bp – operational excellence and trading capabilities

Located in 32 states and growing



~ 50 operated sites across the US

Video: The RNG Process

https://www.bp.com/en_us/united-states/home/news/features-and-highlights/how-bp-turns-landfill-waste-into-renewable-natural-gas.html

Biogas process

Feedstock & Digestion Process | Biogas Production | Biogas Distribution | Biogas Demand | Transport Fuel Credits

Forsyth County: RNG Facility

RNG is produced from various organic waste feedstocks.

Gas Upgrading

Biogas is processed and purified to become pipeline quality biomethane. Clean Eagle will compress to CNG and truck to local pipelines.

Hall County: Decant and Interconnect Facility

Natural Gas Pipelines

Biogas is injected into & moved on natural gas pipelines.

Transport

Voluntary

Utilities

Biogas is compressed (bio-CNG) or liquefied (bio-LNG) and sold at fueling stations.

It can also be sold to voluntary buyers or utilities for use in heating, power generation, etc.

North America

- US Renewable Fuel Standard (RINs)
- California LCFS
- British Columbia LCFS

Europe

- GHGs (Germany)
- RTFCs (UK)

Environmental credits may incentivize voluntary participation

Copyright © 2021 bp | All rights reserved | Contents of this presentation do not necessarily reflect the Company's views.

Clean Eagle RNG, LLC Environmental and Social Impact

LFG-to-RNG facilities produce considerable social and economic benefits while avoiding adverse environmental effects

Repurpose waste emissions into reliable fuel

LFG-to-RNG production facilities capture naturally occurring waste emissions and repurpose them into valuable, low carbon fuel that displaces the use of non-renewable resources to produce the same amount of energy.

Health & safety benefits

When LFG is converted into RNG, various non-methane organic compounds are removed during gas treatment and upgrading processes.

Regional & nationwide economic benefits

RNG facilities support neighboring industries (construction, engineering, equipment vendors, utilities) while typically employing local talent to run day-to-day operations.

Source: EPA Landfill Methane Outreach Program (“LMOP”).

Clean Eagle RNG, LLC Project Overview

Visual Example of Injection Facility

- **The below facility is an example of the Injection Facility that will be located at the Project Site in Hall County.**

Project Overview

This project is expected to deliver significant community benefits with minimal off-site impacts

- **Safety is at the core of everything we do. The facilities are designed to industry standards and codes to be as safe as possible in its operation. We have extensive plans in place to comply with all local, state, and federal laws for the safety of the environment and the community during both the construction and operation of the facilities.**

- **Clean Eagle RNG, LLC ("Clean Eagle") will build a renewable natural gas facility on-site at the Eagle Point Landfill in Forsyth County (the "RNG Facility"). The landfill will collect landfill gas through a series of gas wells and pipes and, instead of only flaring it, will transport it to our RNG Facility.**

- **Due to the lack of local pipelines, Certarus will build a compressed natural gas (CNG) plant on the Eagle Point Landfill to compress the RNG and truck it to the Project Site to inject into the Liberty interconnect located in Hall County. Clean Eagle will manage truck traffic for CNG transportation to minimize any negative impacts. CNG trucking is already utilized as fuel for landfill trucks and the trucking of CNG is very similar to propane delivery to homes and businesses.**

- **Clean Eagle will also contract with Certarus to build and operate a CNG decant and interconnect facility in Hall County (the "Injection Facility"). Trucks will deliver CNG from the Eagle Point Landfill to Injection Facility and inject gas into the Liberty pipeline system.**

- **Clean Eagle will design, construct, and operate the RNG Facility. Certarus will design, construct, and operate the Injection Facility.**

- **Once the landfill gas reaches our RNG Facility, it is processed to remove any impurities and transform it into renewable natural gas ("RNG"). The RNG will then be trucked to the local Liberty interconnect to our customers, utility companies and corporations.**

- **The RNG Facility is expected to have the same annual environmental benefits as the carbon sequestered by approximately 1,170,547 acres of forests in the U.S. The project is expected to provide enough renewable natural gas in one year to heat 26,053 homes[1]. Numbers are from the EPA's Landfill Gas to Energy Benefits calculator.**

Why This Site

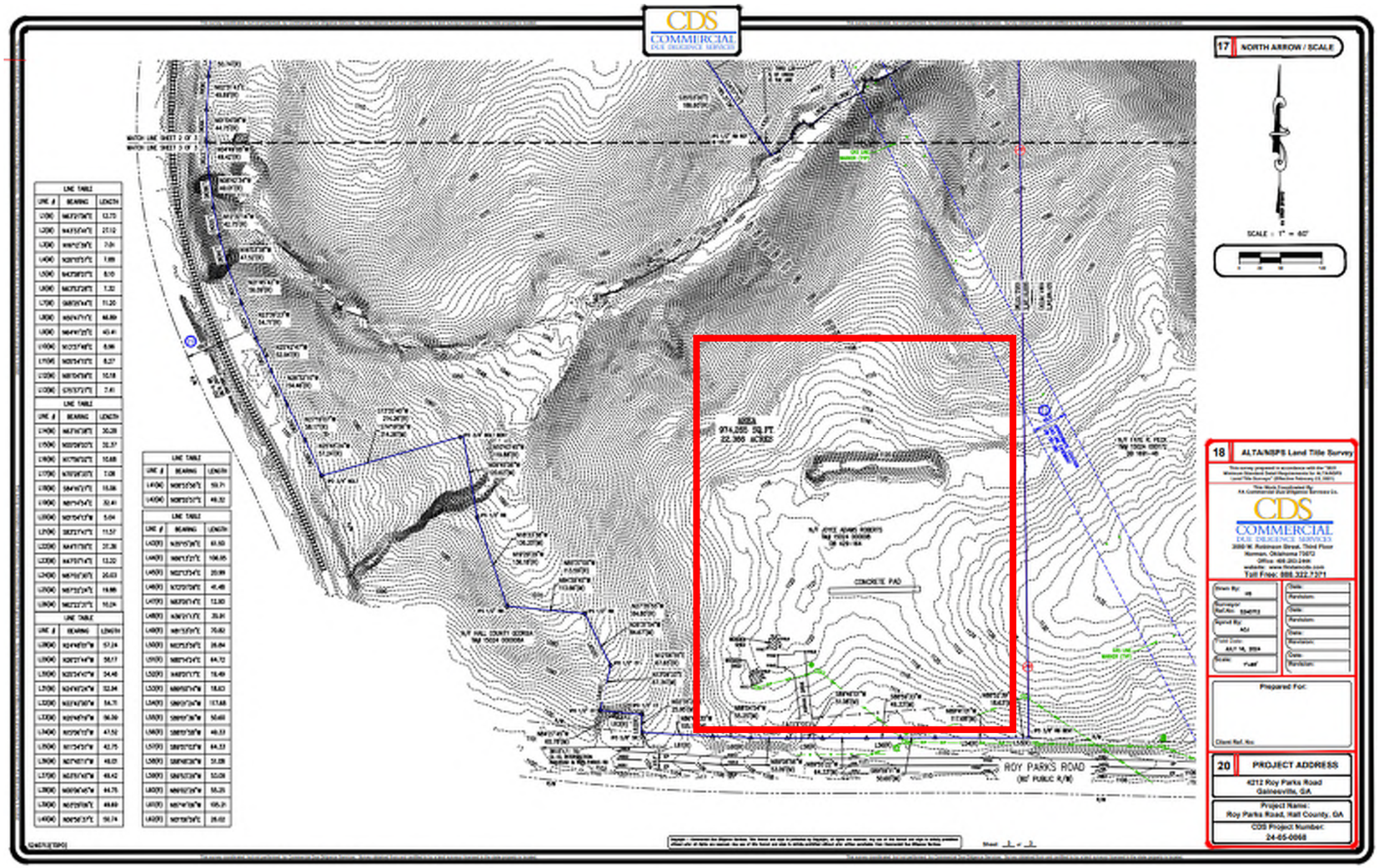
4212 Roy Parks Rd, Gainesville, GA 30507

- **Why Hall Co**
  - **Local pipeline systems near the RNG Facility did not have capacity for this volume of gas.**
  - **Liberty system is fed from tap in Athens and the end of the system is in Gainsville.**
  - **Liberty system is not sized for peak winter demand or future growth.**
    - **Liberty had to curtail industrial customers last week to ensure enough heating gas for homes was available.**
    - **Thermal heavy business is capped for future expansion.**
    - **Clean Eagle gas brings 1.4 BCF/yr of natural gas to the system near the end of the line with the largest amount of curtailed customers.**
  - **Clean Eagle will help to balance and add resilience to the Liberty Transmission system during peak winter days and further enable business growth for Gainsville.**
  - **During an emergency situation the ability to utilize the Certarus virtual pipeline would allow unreachable customers access to gas.**
- **Why this location on Liberty**
  - **3rd party system hydraulic study completed**
  - **First 2 locations on northern end of the system were on the Liberty Distribution system which did not have enough customers to consume the gas which would backpressure the Liberty System during the peak summer load.**
  - **Only place to inject is on the transmission system.**
  - **Consideration of locating site**
    - **Outside of heavily populated areas.**
    - **Adjacent to Liberty Gainsville Transmission line.**
    - **Minimize environmental impact.**
    - **Closest to the industrial user needs.**
    - **Minimizing trucking time on road for safety and economics.**

Proposed Hall Co Project Site

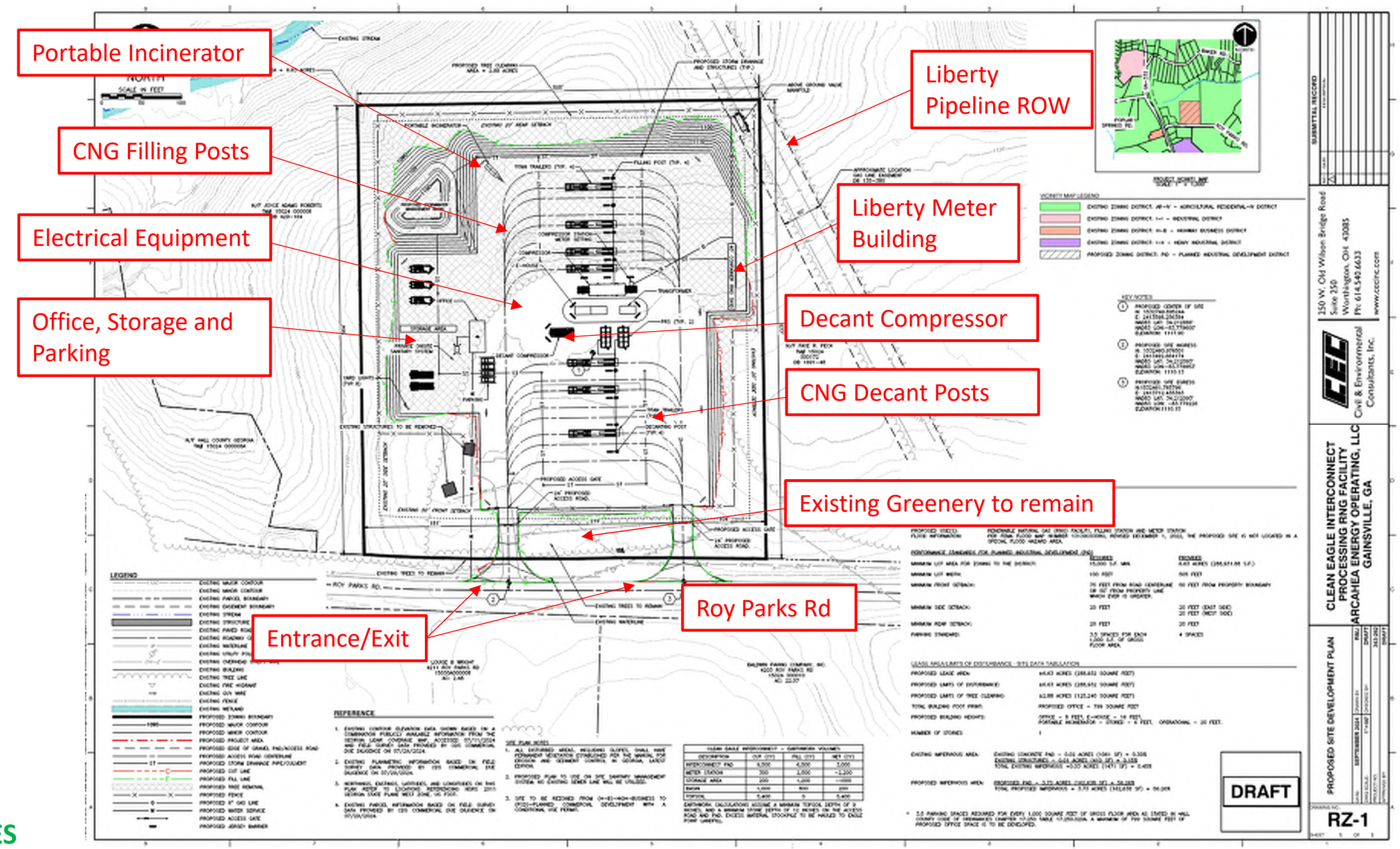
4212 Roy Parks Rd, Gainesville, GA 30507

- **Clean Eagle intends to purchase the full 22-acre property. However, the development will be confined to the 6.63 acres depicted below, preserving the remaining 15.7 acres as forested and unimproved land with all setbacks consistent with the zoning requirement.**


CDS
COMMERCIAL
DUE DILIGENCE SERVICES
17 NORTH ARROW / SCALE
SCALE = 1" = 60'
LINE TABLE
LINE # | BEARING | LENGTH
LINE TABLE
LINE # | BEARING | LENGTH
LINE TABLE
LINE # | BEARING | LENGTH

Proposed Hall County Project Site

4212 Roy Parks Rd, Gainesville, GA 30507

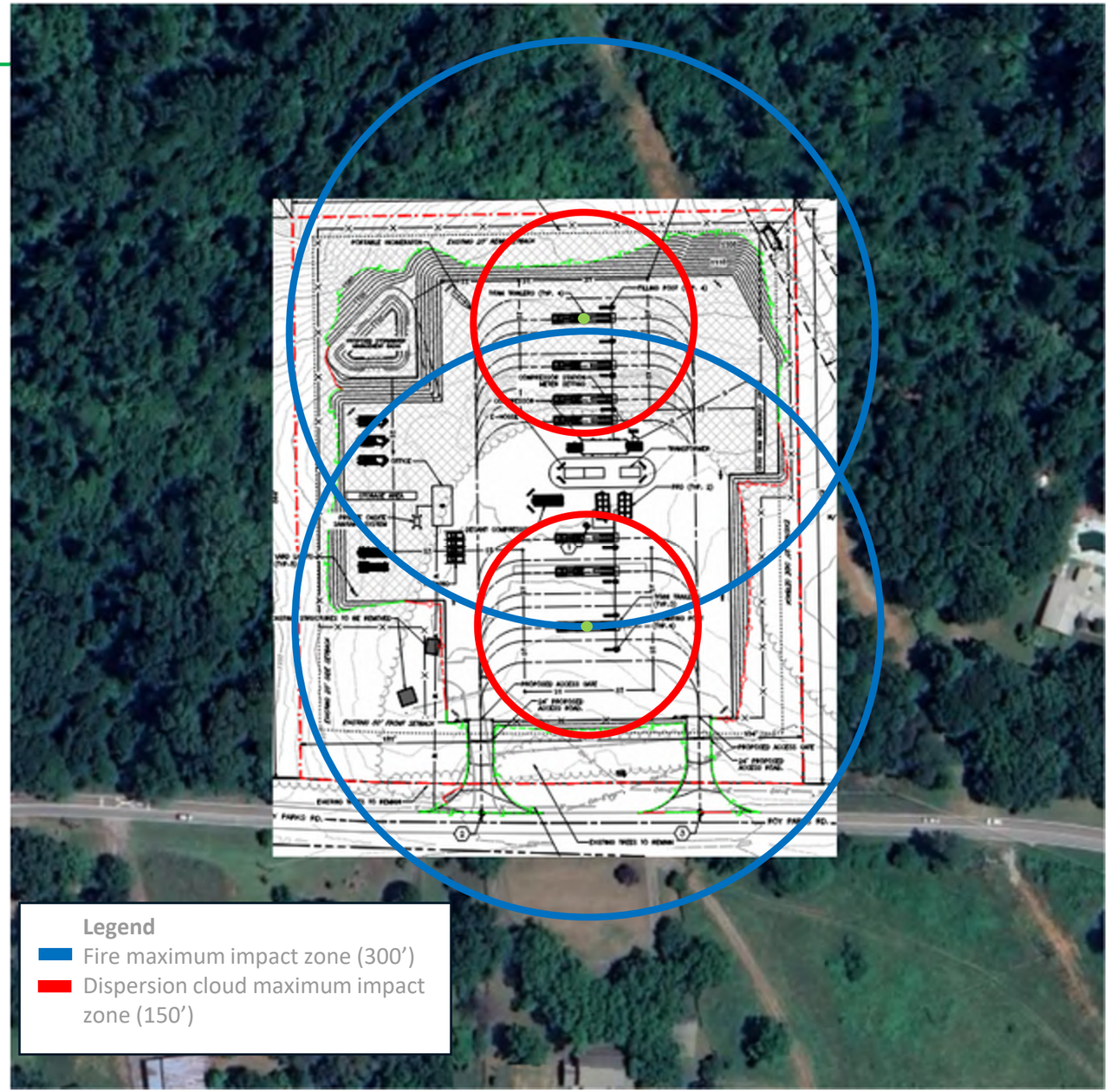


SATURN RENEWABLES

Site Safety Review

4212 Roy Parks Rd, Gainesville, GA 30507

- **Consequence Modeling Study**
  - **Conducted for every site during detailed engineering.**
  - **Preliminary worst case fire and vent off scenarios modeled.**
  - **Utilizing API recommended practice for process safety.**
  - **School is 1300’ away and max modeled radius of exposure is 300’.**
  - **No homes are within the impact zones.**
- **Natural Gas (methane) is lighter than air and the trucks and facility is designed to vent gas to atmosphere to quickly dissipate and dilute the methane.**
- **Certarus has an emergency response plan that will be coordinated with local fire department. (Example shown in slides below)**

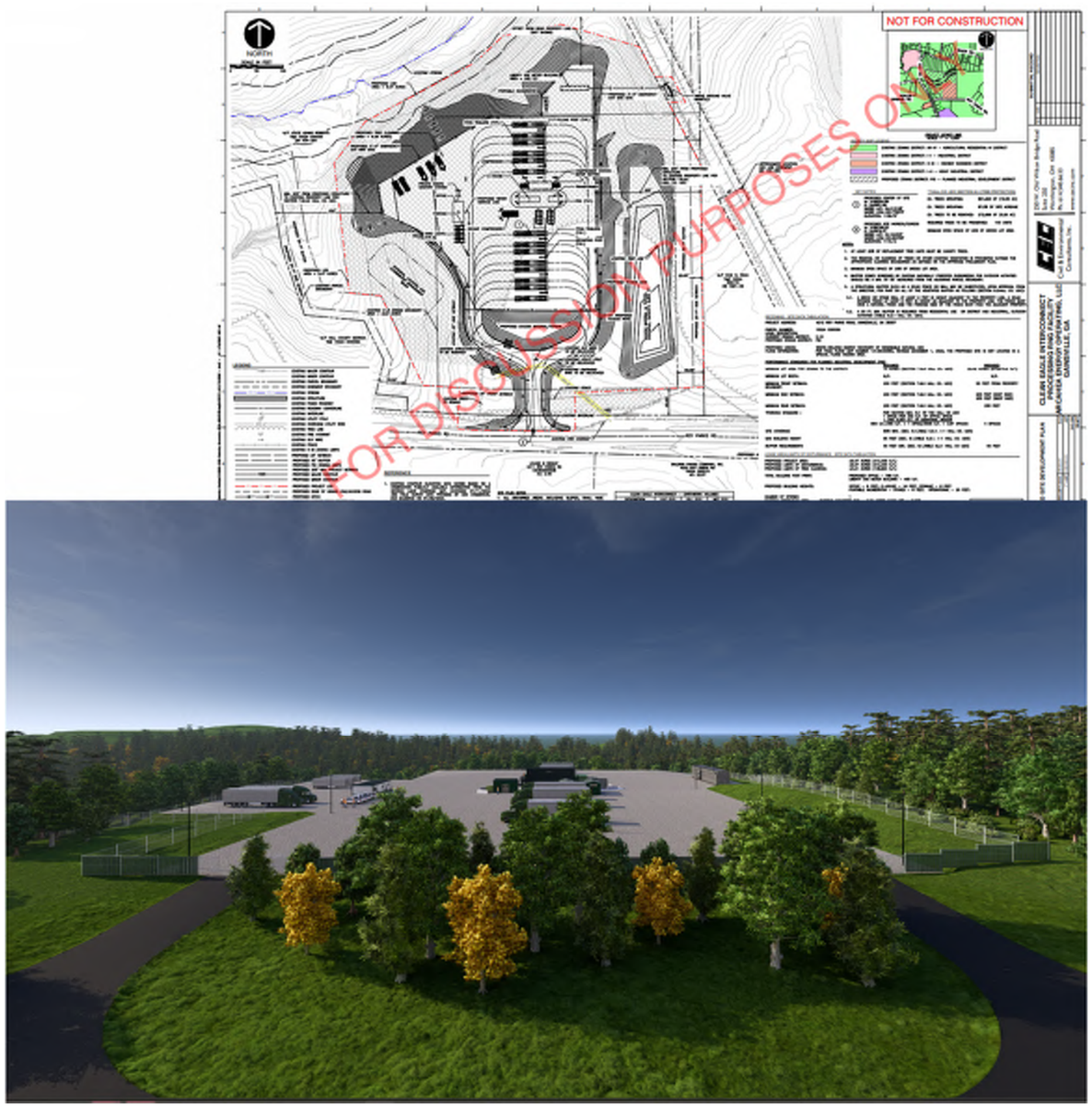


SATURN RENEWABLES

Hall Co UDC Designation

4212 Roy Parks Rd, Gainesville, GA 30507

- **Planned Industrial Development vs Waste Related Energy Recovery Facility**
  - **Natural gas is already pipeline quality gas with no processing occurring onsite.**
  - **Believe Planned Industrial Development is more in line with County's Comprehensive Plan.**
  - **Facility is already hidden from sight.**
- **Impacts of Waste Related Energy Recover Facility**
  - **An additional 2.84 acres that will be included in the development (6.63 acres versus 9.47 acres)**
  - **At least an additional 3.19 acres of tree clearing (3.07 acres versus 4.32-6.26 acres)**
  - **Instead of 55' buffer from LOD to Stream the LOD will be encroaching on the stream buffer. Limits of grading from stream to buffer will drop from 136' to 29'.**
  - **One CNG fill station had to be removed to accommodate the new UDC setback requirements as well as avoid impact to the stream. This results in less trucks available to support loading operations to service affected customers and businesses in the event of local outage**



SATURN RENEWABLES

CERTARUS
Low Carbon Energy Solutions
CERTARUS
Low Carbon Energy Solutions
RNG Virtual Pipeline
Transportation Safety
October 2024

Safety

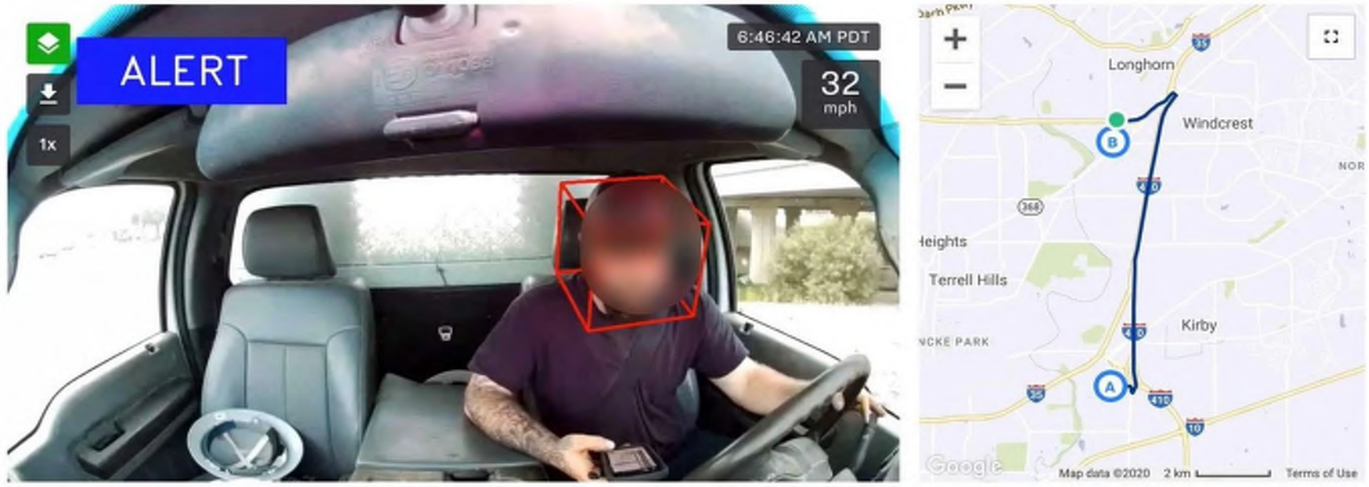
Certarus maintains an industry leading safety record

Through training, technology and regular communication, we foster a strong safety culture that empowers our people and protects our customers and communities.

CERTARUS

Enhancing Fleet Safety

- In-vehicle monitoring (IVM) identifies behavioral trends and opportunities for coachable moments
- Collision avoidance technology provides real-time in cab alerts for potential hazards, including lane departure
- Driver performance grading system incentivizes good driving habits
- Real-time asset tracking enhances logistics, driver safety and fleet security.



Driver Qualifications

- Valid CDL holders with endorsement “H” or endorsement “X” (Hazmat + Tank) and a clean driving record
- Driver compliance with all USDOT qualification and screening requirements
- Certarus requires a minimum of 2 years Hazmat driving experience
    - Local area drivers who meet qualifications are encouraged to apply.

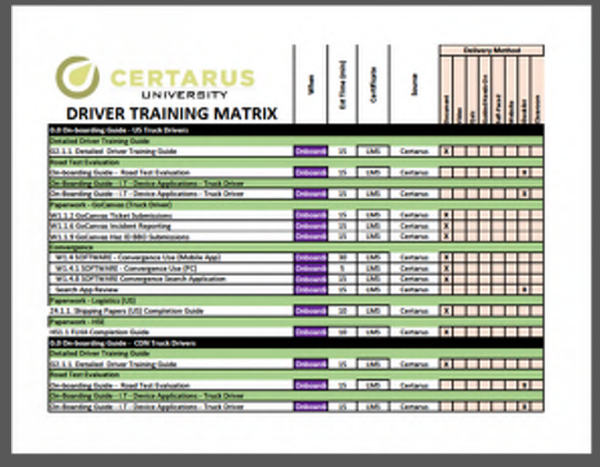
Training Drivers Receive

- Certarus HSE Orientation and CNG/RNG Trailer Safety
- Smith System Defensive Driver training
- Certarus rollover prevention and advanced skills maneuver training

CERTARUS

Certarus Industry Leading Training

- Certarus is proud to offer industry-leading training and onboarding requirements
- We combine classroom, hands on, and simulator training to get our drivers prepared for a variety of weather conditions and road hazards
    - Certarus owned and operated simulator can be configured to replicate various practical conditions such as dropped wheel, steer tire blowout or changes to center of gravity . Our trainers then test drivers' readiness with harsh winds, ice, and obstructions.


CERTARUS UNIVERSITY
DRIVER TRAINING MATRIX

Leveraging Technology to Enhance Safety

In-Vehicle Monitoring of Driver	Dispatch Center Staffed 24/7	Fire Protection System
Emergency Shut Down	Brake Interlock (Trailer Doors)	Passive over-pressure protection
Grounding and Bonding Equipment	Roll Stability Support via ABS	Smart Trailer Technology

Investment Into Asset Safety

Inspections and Certifications

- DOT required inspection on brakes and chassis every 90 days
- Trailer cylinder and peak pressure device DOT recertification every 5 years
- Certarus ONLY
  - Trailer CNG component inspection every 90 – 120 days
  - Proprietary operations deck installed on all Titan trailers
  - Partnerships with Hexagon Agility and Quantum for continuous improvement around safety and reliability
  - All trailers equipped with Samsara, deflection plates, and electronic stability controls (ESC) on the chassis

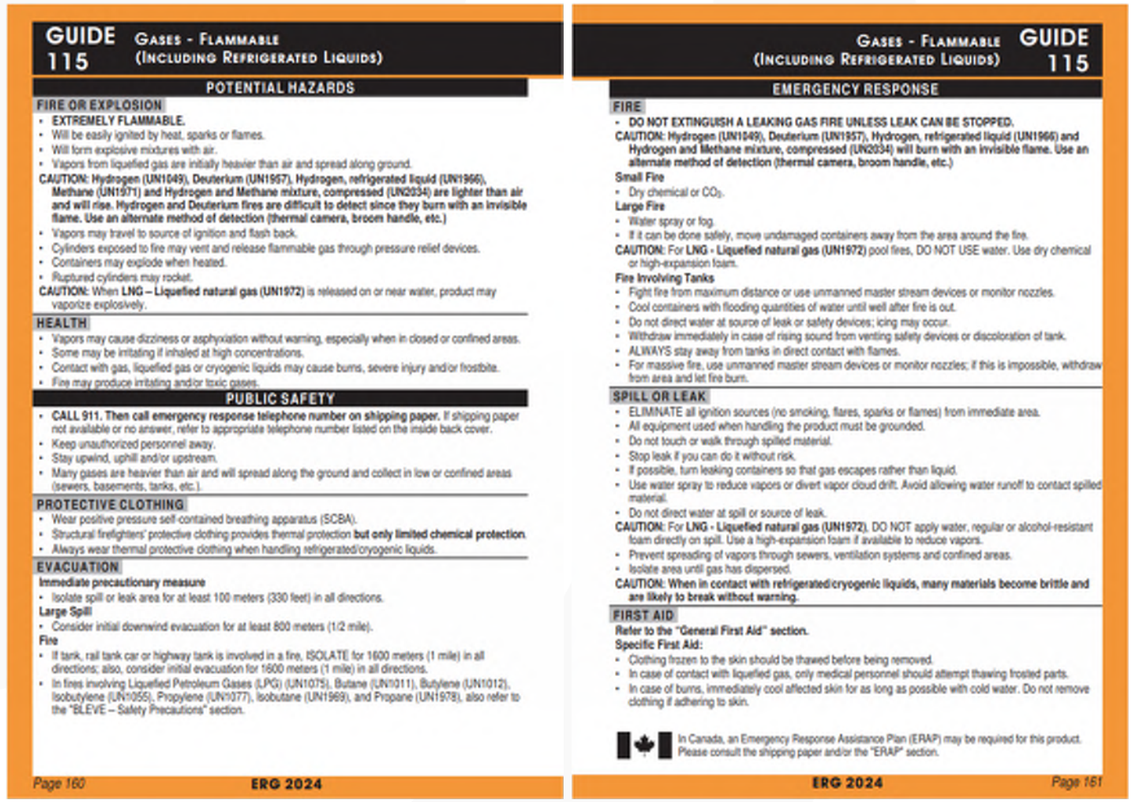
Emergency Response Assistance Plan (ERAP)

Vehicle Incident - Precautions for Natural Gas

- Notify Certarus as soon as it is safe to do so.
    - Certarus 24-Hour Emergency Number: **1-877-500-7761**
- Asset integrity - Certarus employee or designated person will inspect the trailer prior to moving.
- If trailer is damaged, contents will be offloaded to another trailer prior to removal.
- If fire or gas leak is present, secure the area.
    - Evacuate a large area around the CNG container:
        - One-mile (1.6km) radius for fires
        - Warning: Do not extinguish natural gas flames with a water or chemical fire extinguisher
        - To control fire, allow gas to burn until flame is completely exhausted (gas runs out)

Additional Safety Precautions

- Certarus Emergency Response & Equipment Training
- Emergency First Responder Outreach



GUIDE 115 GASES - FLAMMABLE (INCLUDING REFRIGERATED LIQUIDS)

POTENTIAL HAZARDS

FIRE OR EXPLOSION
- EXTREMELY FLAMMABLE.
- Will be easily ignited by heat, sparks or flames.
- Will form explosive mixtures with air.
- Vapors from liquefied gas are initially heavier than air and spread along ground.

CAUTION: Hydrogen (UN1049), Deuterium (UN1957), Hydrogen, refrigerated liquid (UN1966), Methane (UN1971) and Hydrogen and Methane mixture, compressed (UN2034) are lighter than air and will rise. Hydrogen and Deuterium fires are difficult to detect since they burn with an invisible flame. Use an alternate method of detection (thermal camera, broom handle, etc.)
- Vapors may travel to source of ignition and flash back.
- Cylinders exposed to fire may vent and release flammable gas through pressure relief devices.
- Containers may explode when heated.
- Ruptured cylinders may rocket.

CAUTION: When LNG – Liquefied natural gas (UN1972) is released on or near water, product may vaporize explosively.

HEALTH
- Vapors may cause dizziness or asphyxiation without warning, especially when in closed or confined areas.
- Some may be irritating if inhaled at high concentrations.
- Contact with gas, liquefied gas or cryogenic liquids may cause burns, severe injury and/or frostbite.
- Fire may produce irritating and/or toxic gases.

PUBLIC SAFETY
- CALL 911. Then call emergency response telephone number on shipping paper. If shipping paper not available or no answer, refer to appropriate telephone number listed on the inside back cover.
- Keep unauthorized personnel away.
- Stay upwind, uphill and/or upstream.
- Many gases are heavier than air and will spread along the ground and collect in low or confined areas (sewers, basements, tanks, etc.).

PROTECTIVE CLOTHING
- Wear positive pressure self-contained breathing apparatus (SCBA).
- Structural firefighters' protective clothing provides thermal protection but only limited chemical protection.
- Always wear thermal protective clothing when handling refrigerated/cryogenic liquids.

EVACUATION

Immediate precautionary measure
- Isolate spill or leak area for at least 100 meters (330 feet) in all directions.

Large Spill
- Consider initial downwind evacuation for at least 800 meters (1/2 mile).

Fire
- If tank, rail tank car or highway tank is involved in a fire, ISOLATE for 1600 meters (1 mile) in all directions; also, consider initial evacuation for 1600 meters (1 mile) in all directions.
- In fires involving Liquefied Petroleum Gases (LPG) (UN1075), Butane (UN1011), Butylene (UN1012), Isobutylene (UN1055), Propylene (UN1077), Isobutane (UN1969), and Propane (UN1978), also refer to the "BLEVE – Safety Precautions" section.

Page 160 ERG 2024

GASES - FLAMMABLE (INCLUDING REFRIGERATED LIQUIDS) GUIDE 115

EMERGENCY RESPONSE

FIRE
- DO NOT EXTINGUISH A LEAKING GAS FIRE UNLESS LEAK CAN BE STOPPED.

CAUTION: Hydrogen (UN1049), Deuterium (UN1957), Hydrogen, refrigerated liquid (UN1966) and Hydrogen and Methane mixture, compressed (UN2034) will burn with an invisible flame. Use an alternate method of detection (thermal camera, broom handle, etc.)

Small Fire
- Dry chemical or CO_2.

Large Fire
- Water spray or fog.
- If it can be done safely, move undamaged containers away from the area around the fire.

CAUTION: For LNG - Liquefied natural gas (UN1972) pool fires, DO NOT USE water. Use dry chemical or high-expansion foam.

Fire Involving Tanks
- Fight fire from maximum distance or use unmanned master stream devices or monitor nozzles.
- Cool containers with flooding quantities of water until well after fire is out.
- Do not direct water at source of leak or safety devices; icing may occur.
- Withdraw immediately in case of rising sound from venting safety devices or discoloration of tank.
- ALWAYS stay away from tanks in direct contact with flames.
- For massive fire, use unmanned master stream devices or monitor nozzles; if this is impossible, withdraw from area and let fire burn.

SPILL OR LEAK
- ELIMINATE all ignition sources (no smoking, flares, sparks or flames) from immediate area.
- All equipment used when handling the product must be grounded.
- Do not touch or walk through spilled material.
- Stop leak if you can do it without risk.
- If possible, turn leaking containers so that gas escapes rather than liquid.
- Use water spray to reduce vapors or divert vapor cloud drift. Avoid allowing water runoff to contact spilled material.
- Do not direct water at spill or source of leak.

CAUTION: For LNG - Liquefied natural gas (UN1972), DO NOT apply water, regular or alcohol-resistant foam directly on spill. Use a high-expansion foam if available to reduce vapors.
- Prevent spreading of vapors through sewers, ventilation systems and confined areas.
- Isolate area until gas has dispersed.

CAUTION: When in contact with refrigerated/cryogenic liquids, many materials become brittle and are likely to break without warning.

FIRST AID

Refer to the "General First Aid" section.

Specific First Aid:
- Clothing frozen to the skin should be thawed before being removed.
- In case of contact with liquefied gas, only medical personnel should attempt thawing frosted parts.
- In case of burns, immediately cool affected skin for as long as possible with cold water. Do not remove clothing if adhering to skin.

In Canada, an Emergency Response Assistance Plan (ERAP) may be required for this product. Please consult the shipping paper and/or the "ERAP" section.

ERG 2024 Page 161

Site Emergency Response Plan (ERP)

EMERGENCY PROCEDURES

FIRE RESPONSE

DO NOT ATTEMPT TO FIGHT A FIRE THAT HAS GROWN PAST THE INCIPIENT STAGE

- Use airhorn to sound alarm and notify nearby personnel of fire.
- ESD equipment if safe to do so.
- Notify Fire Department (information listed below).
- Evacuate to a **minimum distance of 1/2 mile** (listed above).
- Remain at muster point until advised by Emergency Response personnel that the site is safe to re-enter.

SITE EVACUATION

ALL PERSONNEL MUST EVACUATE IN THE EVENT OF AN EMERGENCY

- Use airhorn to sound alarm and notify nearby personnel of the emergency.
- Contact Emergency Services as needed.
- Assemble at Primary Muster Point or Secondary Muster Point (as appropriate).
- If site must be fully evacuated, proceeed to Muster Point designated by Regional Operations Manager.
- Remain at muster point until advised by Emergency Response personnel and/or Regional Operations Manager that site is safe.

PERSONNEL ACCOUNTABILITY

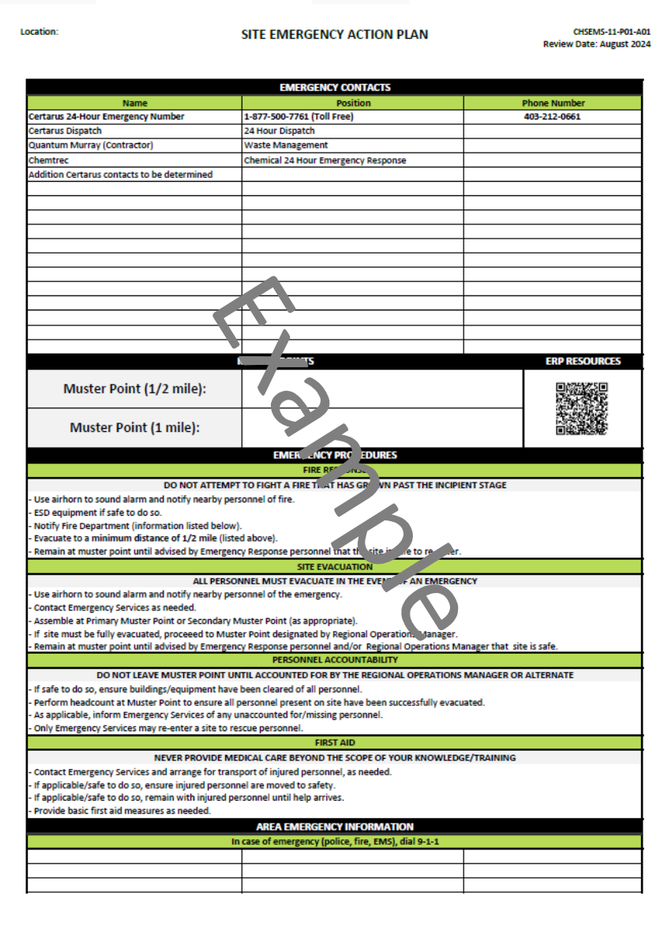
DO NOT LEAVE MUSTER POINT UNTIL ACCOUNTED FOR BY THE REGIONAL OPERATIONS MANAGER OR ALTERNATE

- If safe to do so, ensure buildings/equipment have been cleared of all personnel.
- Perform headcount at Muster Point to ensure all personnel present on site have been successfully evacuated.
- As applicable, inform Emergency Services of any unaccounted for/missing personnel.
- Only Emergency Services may re-enter a site to rescue personnel.

FIRST AID

NEVER PROVIDE MEDICAL CARE BEYOND THE SCOPE OF YOUR KNOWLEDGE/TRAINING

- Contact Emergency Services and arrange for transport of injured personnel, as needed.
- If applicable/safe to do so, ensure injured personnel are moved to safety.
- If applicable/safe to do so, remain with injured personnel until help arrives.
- Provide basic first aid measures as needed.



Location:

SITE EMERGENCY ACTION PLAN

CHSEMS-11-P01-A01
Review Date: August 2024

EMERGENCY CONTACTS

Name	Position	Phone Number
Certarus 24-Hour Emergency Number	1-877-500-7761 (Toll Free)	403-212-0661
Certarus Dispatch	24 Hour Dispatch	
Quantum Murray (Contractor)	Waste Management	
Chemtrec	Chemical 24 Hour Emergency Response	
Addition Certarus contacts to be determined		

		ERP RESOURCES
Muster Point (1/2 mile):		
Muster Point (1 mile):		

EMERGENCY PROCEDURES

FIRE RESPONSE

DO NOT ATTEMPT TO FIGHT A FIRE THAT HAS GROWN PAST THE INCIPIENT STAGE

- Use airhorn to sound alarm and notify nearby personnel of fire.
- ESD equipment if safe to do so.
- Notify Fire Department (information listed below).
- Evacuate to a **minimum distance of 1/2 mile** (listed above).
- Remain at muster point until advised by Emergency Response personnel that the site is safe to re-enter.

SITE EVACUATION

ALL PERSONNEL MUST EVACUATE IN THE EVENT OF AN EMERGENCY

- Use airhorn to sound alarm and notify nearby personnel of the emergency.
- Contact Emergency Services as needed.
- Assemble at Primary Muster Point or Secondary Muster Point (as appropriate).
- If site must be fully evacuated, proceeed to Muster Point designated by Regional Operations Manager.
- Remain at muster point until advised by Emergency Response personnel and/or Regional Operations Manager that site is safe.

PERSONNEL ACCOUNTABILITY

DO NOT LEAVE MUSTER POINT UNTIL ACCOUNTED FOR BY THE REGIONAL OPERATIONS MANAGER OR ALTERNATE

- If safe to do so, ensure buildings/equipment have been cleared of all personnel.
- Perform headcount at Muster Point to ensure all personnel present on site have been successfully evacuated.
- As applicable, inform Emergency Services of any unaccounted for/missing personnel.
- Only Emergency Services may re-enter a site to rescue personnel.

FIRST AID

NEVER PROVIDE MEDICAL CARE BEYOND THE SCOPE OF YOUR KNOWLEDGE/TRAINING

- Contact Emergency Services and arrange for transport of injured personnel, as needed.
- If applicable/safe to do so, ensure injured personnel are moved to safety.
- If applicable/safe to do so, remain with injured personnel until help arrives.
- Provide basic first aid measures as needed.

AREA EMERGENCY INFORMATION

In case of emergency (police, fire, EMS), dial 9-1-1

Site Address:

Site GPS:

Example

Proposed Route

Proposed HAZMAT route to be vetted prior to dispatch

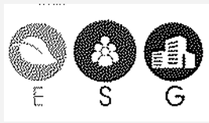
- Route hazard assessment conducted by Certarus personnel
- Drivers will be dispatched to site using only the approved HAZMAT route

Recent RNG Partners

"Certarus proved to be an excellent partner this last year with a great safety track record along with expertise in transporting and decompressing natural gas, making them the perfect partner for our projects"

- Chris Roach, President of Roeslein Alternative Energy

Macro



Signed a multiyear contract to support multiple projects in Missouri

"Certarus' safety track record, as well as years of expertise in compressing, transporting, and decompressing natural gas, made them the perfect partner for this project."

- Scott Gramm, Manager of Renewable Natural Gas supply with FortisBC

Target

FortisBC 30BY30 target which is a goal to have 15 per cent of their natural gas supply be carbon neutral by 2030

First RNG project in Canada

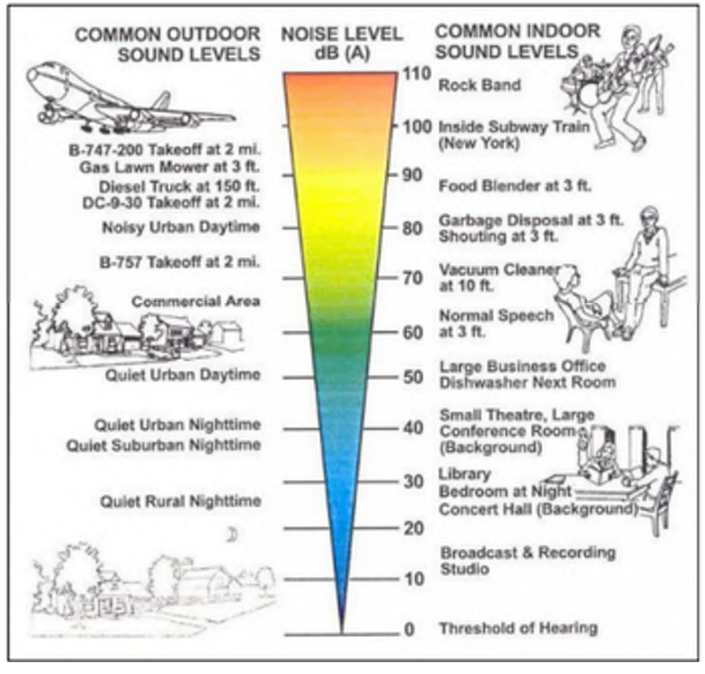
Questions?

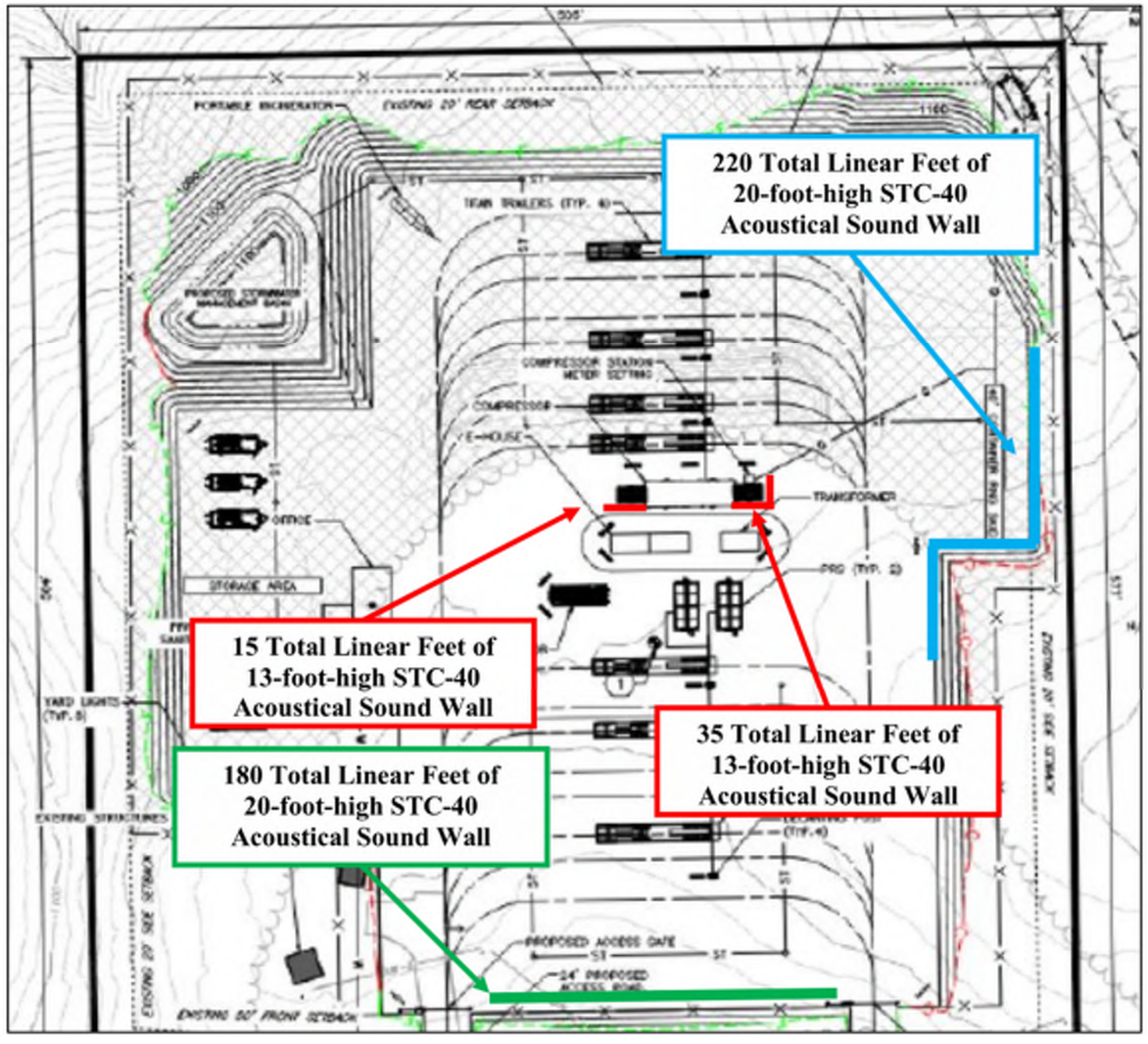
Noise Mitigation

Table 4-6 Mitigated - Predicted Changes in Overall Noise Level

Receptor	Predicted dB(A)	Representative Ambient Sound Level dB(A)	Combined (Ambient + Predicted)	Difference (combined - ambient)	Perceptibility
1	41	48.3 L90	49.0	0.7	Likely Not Perceptible
2	43	48.3 L90	49.4	1.1	Likely Not Perceptible
3	42	48.3 L90	49.2	0.9	Likely Not Perceptible
4	40	48.3 L90	48.9	0.6	Likely Not Perceptible
5	27	48.3 L90	48.3	0.0	Likely Not Perceptible
6	42	48.3 L90	49.2	0.9	Likely Not Perceptible
7	44	48.3 L90	49.7	1.4	Likely Not Perceptible
8	42	48.3 L90	49.2	0.9	Likely Not Perceptible
9	46	48.3 L90	50.3	2.0	Likely Not Perceptible

- **Sound walls within the facility are planned to reduce noise levels in order to comply to the Forsyth Co noise ordinances and exceed the minimum requirements.**





Visual Example of RNG Site

- **The below facility is an example of the RNG Facility that will be located at the Eagle Point Landfill in Forsyth County. (Not the Hall Co Facility)**

Clean Eagle RNG, LLC

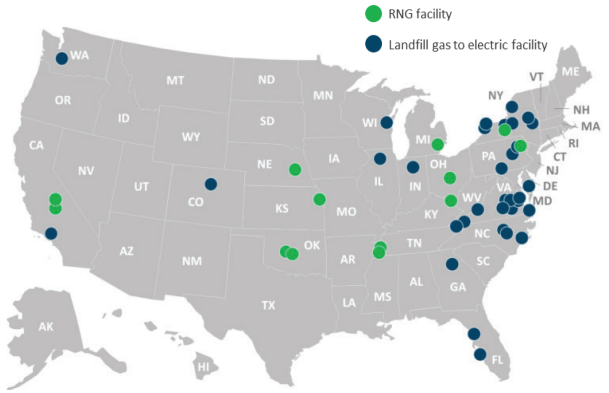
A Joint Venture between
Archaea Energy and GFL Environmental

01.21.2025 - Item 3

Archaea Energy at a glance

- Largest RNG producer in the US – produced ~11 million mmbtus last year
- 50 sites online today; development pipeline of ~80 projects with feedstock for 80% secured; targeting 15% returns
- Expect to bring around ~15 plants online in both 2024 and 2025
- Standardization driving construction efficiency, cost reductions and accelerated pace of delivery
- bp – operational excellence and trading capabilities

Located in 32 states and growing



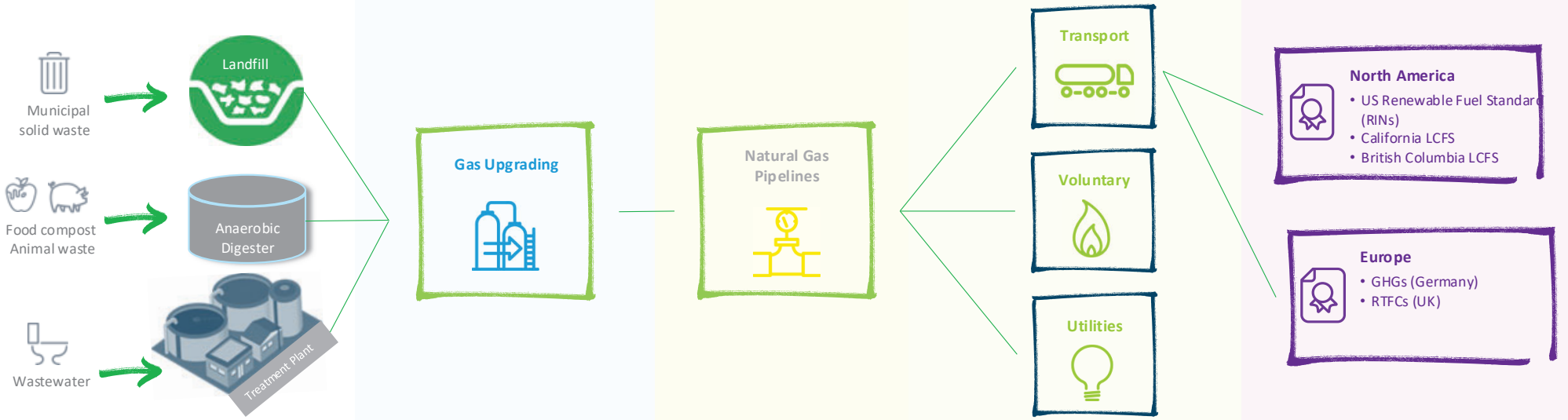
~ 50 operated sites across the US

Video: The RNG Process

https://www.bp.com/en_us/united-states/home/news/features-and-highlights/how-bp-turns-landfill-waste-into-renewable-natural-gas.html

Biogas process

Feedstock & Digestion Process | Biogas Production | Biogas Distribution | Biogas Demand | Transport Fuel Credits



RNG is produced from various organic waste feedstocks.

Biogas is processed and purified to become pipeline quality biomethane. Clean Eagle will compress to CNG and truck to local pipelines.

Biogas is injected into & moved on natural gas pipelines.

Biogas is compressed (bio-CNG) or liquefied (bio-LNG) and sold at fueling stations.

It can also be sold to voluntary buyers or utilities for use in heating, power generation, etc.

Environmental credits may incentivize voluntary participation

Copyright © 2021 bp | All rights reserved | Contents of this presentation do not necessarily reflect the Company's views.

Clean Eagle RNG, LLC Environmental and Social Impact

LFG-to-RNG facilities produce considerable social and economic benefits while avoiding adverse environmental effects

Repurpose waste emissions into reliable fuel

LFG-to-RNG production facilities capture naturally occurring waste emissions and repurpose them into valuable, low carbon fuel that displaces the use of non-renewable resources to produce the same amount of energy.

Health & safety benefits

When LFG is converted into RNG, various non-methane organic compounds are removed during gas treatment and upgrading processes.

Regional & nationwide economic benefits

RNG facilities support neighboring industries (construction, engineering, equipment vendors, utilities) while typically employing local talent to run day-to-day operations.

SATURN RENEWABLES

Source: EPA Landfill Methane Outreach Program ("LMOP").

Clean Eagle RNG, LLC Project Overview

Project Overview

This project is expected to deliver significant community benefits with minimal off-site impacts

- **Safety is at the core of everything we do. The facilities are designed to industry standards and codes to be as safe as possible in its operation. We have extensive plans in place to comply with all local, state, and federal laws for the safety of the environment and the community during both the construction and operation of the facilities.**
- **Clean Eagle RNG, LLC ("Clean Eagle") will build a renewable natural gas facility on-site at the Eagle Point Landfill in Forsyth County (the "RNG Facility"). The landfill will collect landfill gas through a series of gas wells and pipes and, instead of only flaring it, will transport it to our RNG Facility.**
- **Due to the lack of local pipelines, Certarus will build a compressed natural gas (CNG) plant on the Eagle Point Landfill to compress the RNG and truck it to the Project Site to inject into the Liberty interconnect located in Hall County. Clean Eagle will manage truck traffic for CNG transportation to minimize any negative impacts. CNG trucking is already utilized as fuel for landfill trucks and the trucking of CNG is very similar to propane delivery to homes and businesses.**
- **Clean Eagle will also contract with Certarus to build and operate a CNG decant and interconnect facility in Hall County (the "Injection Facility"). Trucks will deliver CNG from the Eagle Point Landfill to Injection Facility and inject gas into the Liberty pipeline system.**
- **Clean Eagle will design, construct, and operate the RNG Facility. Certarus will design, construct, and operate the Injection Facility.**
- **Once the landfill gas reaches our RNG Facility, it is processed to remove any impurities and transform it into renewable natural gas ("RNG"). The RNG will then be trucked to the local Liberty interconnect to our customers, utility companies and corporations.**
- **The RNG Facility is expected to have the same annual environmental benefits as the carbon sequestered by approximately 1,170,547 acres of forests in the U.S. The project is expected to provide enough renewable natural gas in one year to heat 26,053 homes[1]. Numbers are from the EPA's Landfill Gas to Energy Benefits calculator.**

Visual Example of RNG Site

- The below facility is an example of the RNG Facility that will be located at the Eagle Point Landfill in Forsyth County.

FILED IN OFFICE
PROBATE COURT
HALL COUNTY, GA
'11 SEP 15 AM 7:13

GEORGIA PROBATE COURT
STANDARD FORM

STATE OF GEORGIA

COUNTY OF HALL ESTATE NO. E-11-355

LETTERS TESTAMENTARY
(Relieved of Filing Returns)

By Patti P. Cornett, Judge of the Probate Court of said County.

KNOW ALL WHOM IT MAY CONCERN:

That on the 14th day of September, 2011, at a regular term of the Probate Court, the Last Will and Testament dated December 20, 1990, of Mary Joyce Adams Roberts deceased, at the time of his or her death a resident of said County, was legally proven in solemn form and was admitted to record by order, and it was further ordered that Faye Roberts Peck Pass named as Executor(s) in said Will, be allowed to qualify, and that upon so doing, Letters Testamentary be issued to such Executor(s).

NOW, THEREFORE, the said Faye Roberts Peck Pass, having taken the oath of office and complied with all the necessary prerequisites of the law, is/~~are~~ legally authorized to discharge all the duties and exercise all the powers of Executor(s) under the Will of said deceased, according to the Will and the law.

Given under my hand and official seal, the 14th day of September, 2011.

Patti P. Cornett
Probate Judge

NOTE: The following must be signed if the judge does not sign the original of this document:

Issued by:

(Seal)

PROBATE CLERK/DEPUTY CLERK

FURTHER CERTIFY THAT THESE LETTERS ARE STILL IN FULL FORCE AND EFFECT, THIS 29 DAY OF May, 2019

Judge, Clerk Hall County Probate Court

STATE OF GEORGIA
COUNTY OF HALL
I, Judge of the Probate Court in and for said County do hereby certify that the within is a true and correct copy of the original as it appears on file in this office. Witness the official seal and signature of Probate Court this 29 day of May, 2019

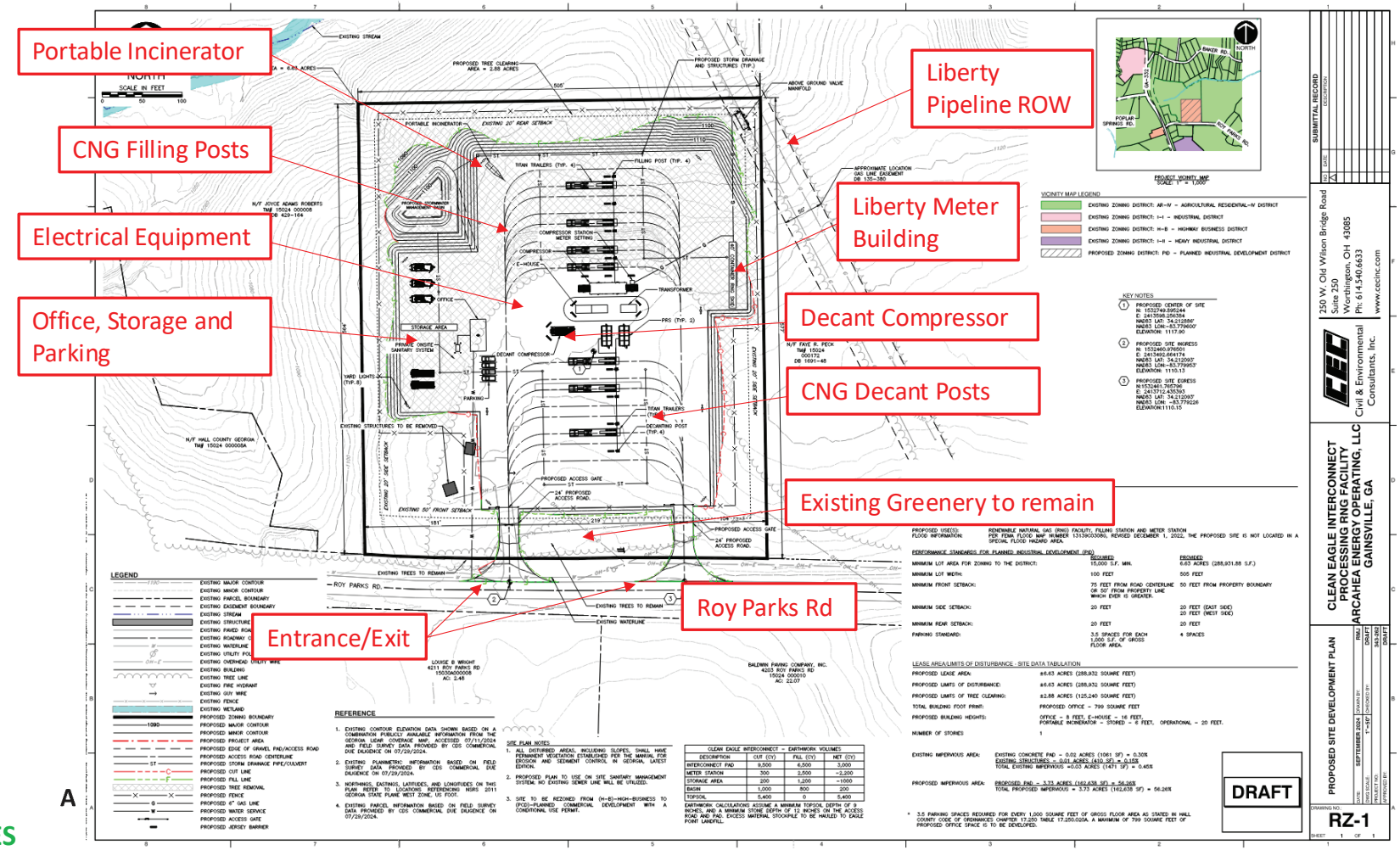
~~Judge~~, Clerk Hall County Probate Court

Visual Example of Injection Facility

- The below facility is an example of the Injection Facility that will be located at the Project Site in Hall County.

Proposed Hall County Project Site

4212 Roy Parks Rd, Gainesville, GA 30507

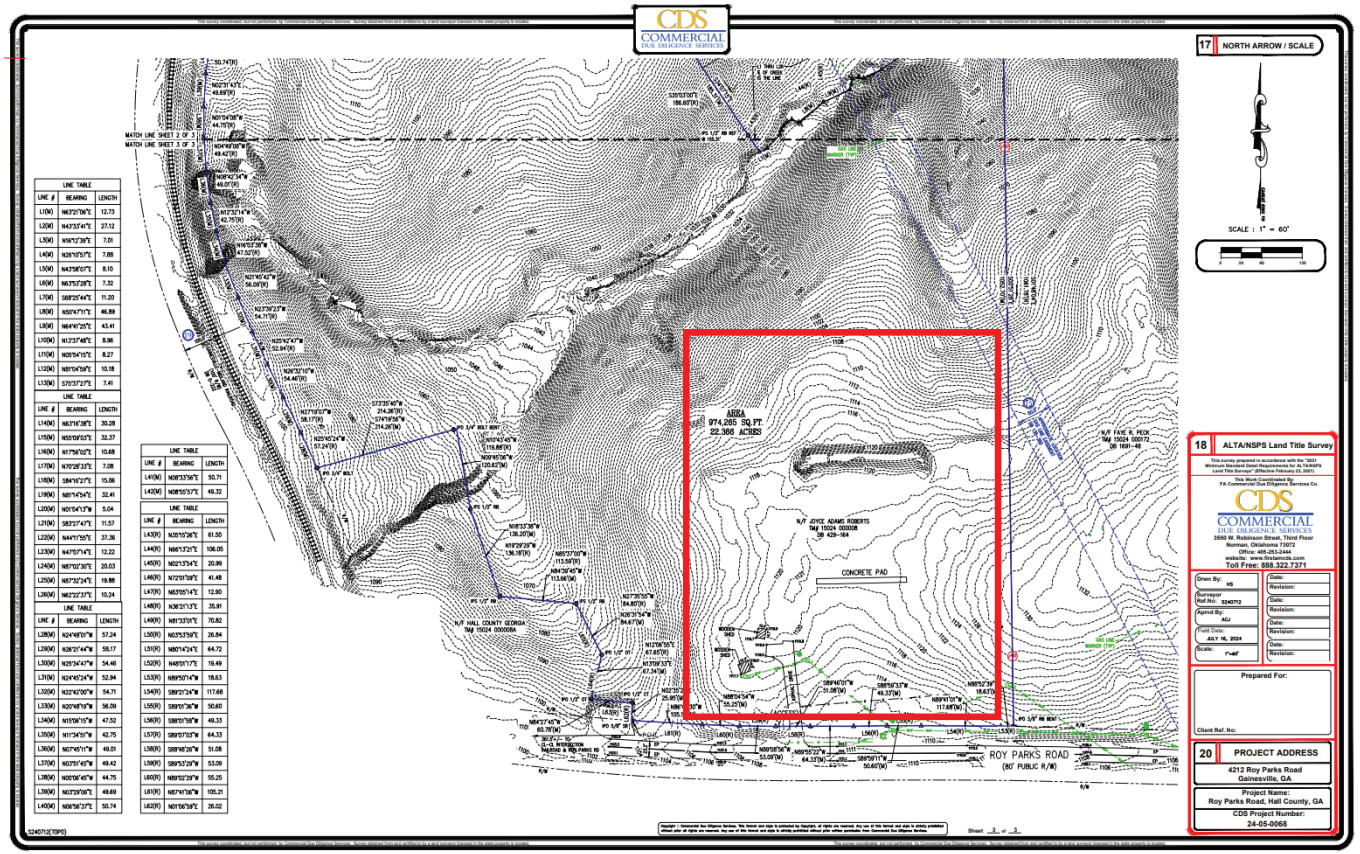


SATURN RENEWABLES

Proposed Hall Co Project Site

4212 Roy Parks Rd, Gainesville, GA 30507

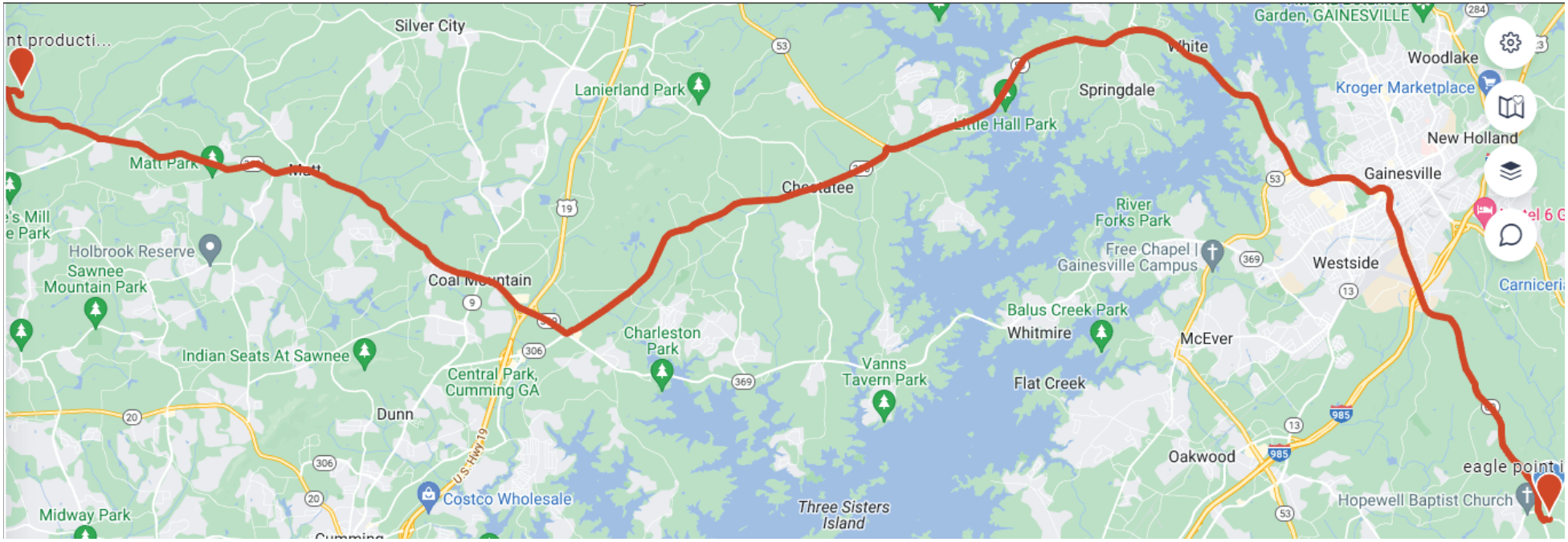
- **Clean Eagle intends to purchase the full 22-acre property. However, the development will be confined to the 6.63 acres depicted below, preserving the remaining 15.7 acres as forested and unimproved land with all setbacks consistent with the zoning requirement.**



SATURN RENEWABLES

Trucking Route Map

- **Below is the proposed route between the RNG Facility and Injection Facility, subject to DOT and other applicable approvals.**



SATURN RENEWABLES

CERTARUS

Low Carbon Energy Solutions

RNG Virtual Pipeline Transportation Safety

October 2024

01.27.2025 Item 3

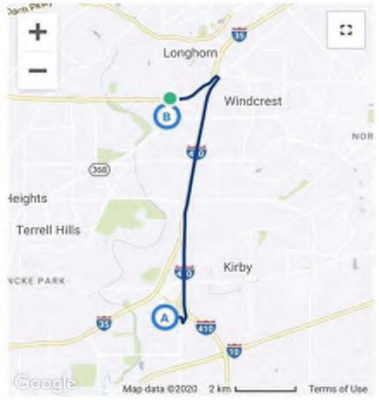
Safety

Certarus maintains an industry leading safety record

Through training, technology and regular communication, we foster a strong safety culture that empowers our people and protects our customers and communities.

Enhancing Fleet Safety

- In-vehicle monitoring (IVM) identifies behavioral trends and opportunities for coachable moments
- Collision avoidance technology provides real-time in cab alerts for potential hazards, including lane departure
- Driver performance grading system incentivizes good driving habits
- Real-time asset tracking enhances logistics, driver safety and fleet security.



CERTARUS

Driver Qualifications

- Valid CDL holders with endorsement “H” or endorsement “X” (Hazmat + Tank) and a clean driving record
- Driver compliance with all USDOT qualification and screening requirements
- Certarus requires a minimum of 2 years Hazmat driving experience
    - Local area drivers who meet qualifications are encouraged to apply.

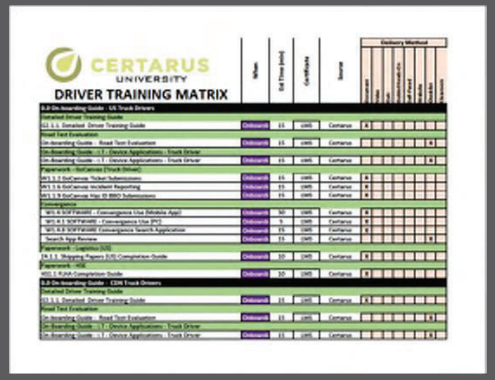
Training Drivers Receive

- Certarus HSE Orientation and CNG/RNG Trailer Safety
- Smith System Defensive Driver training
- Certarus rollover prevention and advanced skills maneuver training

CERTARUS

Certarus Industry Leading Training

- Certarus is proud to offer industry-leading training and onboarding requirements
- We combine classroom, hands on, and simulator training to get our drivers prepared for a variety of weather conditions and road hazards
    - Certarus owned and operated simulator can be configured to replicate various practical conditions such as dropped wheel, steer tire blowout or changes to center of gravity . Our trainers then test drivers' readiness with harsh winds, ice, and obstructions.


CERTARUS UNIVERSITY
DRIVER TRAINING MATRIX

Leveraging Technology to Enhance Safety

In-Vehicle Monitoring of Driver	Dispatch Center Staffed 24/7	Fire Protection System
Emergency Shut Down	Brake Interlock (Trailer Doors)	Passive over-pressure protection
Grounding and Bonding Equipment	Roll Stability Support via ABS	Smart Trailer Technology

Investment Into Asset Safety

Inspections and Certifications

- DOT required inspection on brakes and chassis every 90 days
- Trailer cylinder and peak pressure device DOT recertification every 5 years
- Certarus ONLY
  - Trailer CNG component inspection every 90 – 120 days
  - Proprietary operations deck installed on all Titan trailers
  - Partnerships with Hexagon Agility and Quantum for continuous improvement around safety and reliability
  - All trailers equipped with Samsara, deflection plates, and electronic stability controls (ESC) on the chassis

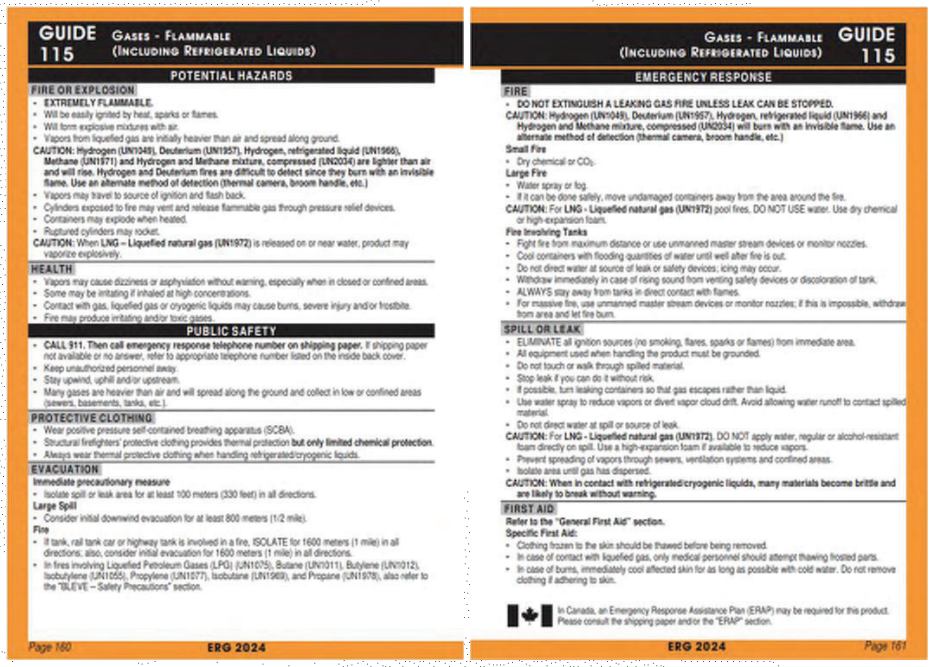
Emergency Response Assistance Plan (ERAP)

Vehicle Incident - Precautions for Natural Gas

- Notify Certarus as soon as it is safe to do so.
  - Certarus 24-Hour Emergency Number: **1-877-500-7761**
- Asset integrity - Certarus employee or designated person will inspect the trailer prior to moving.
- If trailer is damaged, contents will be offloaded to another trailer prior to removal.
- If fire or gas leak is present, secure the area.
  - Evacuate a large area around the CNG container:
    - One-mile (1.6km) radius for fires
    - Warning: Do not extinguish natural gas flames with a water or chemical fire extinguisher
    - To control fire, allow gas to burn until flame is completely exhausted (gas runs out)

Additional Safety Precautions

- Certarus Emergency Response & Equipment Training
- Emergency First Responder Outreach



GUIDE 115 GASES - FLAMMABLE (INCLUDING REFRIGERATED LIQUIDS)

POTENTIAL HAZARDS

FIRE OR EXPLOSION
- EXTREMELY FLAMMABLE.
- Will be easily ignited by heat, sparks or flames.
- Will form explosive mixtures with air.
- Vapors from liquefied gas are initially heavier than air and spread along ground.

CAUTION: Hydrogen (UN1049), Deuterium (UN1957), Hydrogen, refrigerated liquid (UN1966), Methane (UN1971) and Hydrogen and Methane mixture, compressed (UN2034) are lighter than air and will rise. Hydrogen and Deuterium fires are difficult to detect since they burn with an invisible flame. Use an alternate method of detection (thermal camera, broom handle, etc.)

- Vapors may travel to source of ignition and flash back.
- Cylinders exposed to fire may vent and release flammable gas through pressure relief devices.
- Containers may explode when heated.
- Ruptured cylinders may rocket.

CAUTION: When LNG – Liquefied natural gas (UN1972) is released on or near water, product may vaporize explosively.

HEALTH
- Vapors may cause dizziness or asphyxiation without warning, especially when in closed or confined areas.
- Some may be irritating if inhaled at high concentrations.
- Contact with gas, liquefied gas or cryogenic liquids may cause burns, severe injury and/or frostbite.
- Fire may produce irritating and/or toxic gases.

PUBLIC SAFETY
- CALL 911. Then call emergency response telephone number on shipping paper. If shipping paper not available or no answer, refer to appropriate telephone number listed on the inside back cover.
- Keep unauthorized personnel away.
- Stay upwind, uphill and/or upstream.
- Many gases are heavier than air and will spread along the ground and collect in low or confined areas (sewers, basements, tanks, etc.).

PROTECTIVE CLOTHING
- Wear positive pressure self-contained breathing apparatus (SCBA).
- Structural firefighters' protective clothing provides thermal protection but only limited chemical protection.
- Always wear thermal protective clothing when handling refrigerated/cryogenic liquids.

EVACUATION

Immediate precautionary measure
- Isolate spill or leak area for at least 100 meters (330 feet) in all directions.

Large Spill
- Consider initial downwind evacuation for at least 800 meters (1/2 mile).

Fire
- If tank, rail tank car or highway tank is involved in a fire, ISOLATE for 1600 meters (1 mile) in all directions; also, consider initial evacuation for 1600 meters (1 mile) in all directions.
- In fires involving Liquefied Petroleum Gases (LPG) (UN1075), Butane (UN1011), Butylene (UN1012), Isobutylene (UN1055), Propylene (UN1077), Isobutane (UN1969), and Propane (UN1978), also refer to the "BLEVE – Safety Precautions" section.

Page 160 ERG 2024

GASES - FLAMMABLE (INCLUDING REFRIGERATED LIQUIDS) GUIDE 115

EMERGENCY RESPONSE

FIRE
- DO NOT EXTINGUISH A LEAKING GAS FIRE UNLESS LEAK CAN BE STOPPED.

CAUTION: Hydrogen (UN1049), Deuterium (UN1957), Hydrogen, refrigerated liquid (UN1966) and Hydrogen and Methane mixture, compressed (UN2034) will burn with an invisible flame. Use an alternate method of detection (thermal camera, broom handle, etc.)

Small Fire
- Dry chemical or CO_2.

Large Fire
- Water spray or fog.
- If it can be done safely, move undamaged containers away from the area around the fire.

CAUTION: For LNG - Liquefied natural gas (UN1972) pool fires, DO NOT USE water. Use dry chemical or high-expansion foam.

Fire Involving Tanks
- Fight fire from maximum distance or use unmanned master stream devices or monitor nozzles.
- Cool containers with flooding quantities of water until well after fire is out.
- Do not direct water at source of leak or safety devices; icing may occur.
- Withdraw immediately in case of rising sound from venting safety devices or discoloration of tank.
- ALWAYS stay away from tanks in direct contact with flames.
- For massive fire, use unmanned master stream devices or monitor nozzles; if this is impossible, withdraw from area and let fire burn.

SPILL OR LEAK
- ELIMINATE all ignition sources (no smoking, flares, sparks or flames) from immediate area.
- All equipment used when handling the product must be grounded.
- Do not touch or walk through spilled material.
- Stop leak if you can do it without risk.
- If possible, turn leaking containers so that gas escapes rather than liquid.
- Use water spray to reduce vapors or divert vapor cloud drift. Avoid allowing water runoff to contact spilled material.
- Do not direct water at spill or source of leak.

CAUTION: For LNG - Liquefied natural gas (UN1972), DO NOT apply water, regular or alcohol-resistant foam directly on spill. Use a high-expansion foam if available to reduce vapors.
- Prevent spreading of vapors through sewers, ventilation systems and confined areas.
- Isolate area until gas has dispersed.

CAUTION: When in contact with refrigerated/cryogenic liquids, many materials become brittle and are likely to break without warning.

FIRST AID

Refer to the "General First Aid" section.

Specific First Aid:
- Clothing frozen to the skin should be thawed before being removed.
- In case of contact with liquefied gas, only medical personnel should attempt thawing frosted parts.
- In case of burns, immediately cool affected skin for as long as possible with cold water. Do not remove clothing if adhering to skin.

In Canada, an Emergency Response Assistance Plan (ERAP) may be required for this product. Please consult the shipping paper and/or the "ERAP" section.

ERG 2024 Page 161

Site Emergency Response Plan (ERP)

EMERGENCY PROCEDURES

FIRE RESPONSE

DO NOT ATTEMPT TO FIGHT A FIRE THAT HAS GROWN PAST THE INCIPIENT STAGE

- Use airhorn to sound alarm and notify nearby personnel of fire.
- ESD equipment if safe to do so.
- Notify Fire Department (information listed below).
- Evacuate to a **minimum distance of 1/2 mile** (listed above).
- Remain at muster point until advised by Emergency Response personnel that the site is safe to re-enter.

SITE EVACUATION

ALL PERSONNEL MUST EVACUATE IN THE EVENT OF AN EMERGENCY

- Use airhorn to sound alarm and notify nearby personnel of the emergency.
- Contact Emergency Services as needed.
- Assemble at Primary Muster Point or Secondary Muster Point (as appropriate).
- If site must be fully evacuated, proceeed to Muster Point designated by Regional Operations Manager.
- Remain at muster point until advised by Emergency Response personnel and/or Regional Operations Manager that site is safe.

PERSONNEL ACCOUNTABILITY

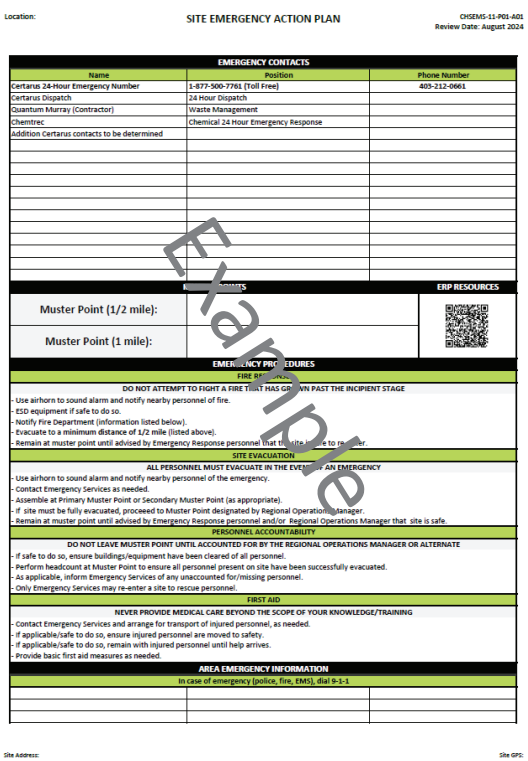
DO NOT LEAVE MUSTER POINT UNTIL ACCOUNTED FOR BY THE REGIONAL OPERATIONS MANAGER OR ALTERNATE

- If safe to do so, ensure buildings/equipment have been cleared of all personnel.
- Perform headcount at Muster Point to ensure all personnel present on site have been successfully evacuated.
- As applicable, inform Emergency Services of any unaccounted for/missing personnel.
- Only Emergency Services may re-enter a site to rescue personnel.

FIRST AID

NEVER PROVIDE MEDICAL CARE BEYOND THE SCOPE OF YOUR KNOWLEDGE/TRAINING

- Contact Emergency Services and arrange for transport of injured personnel, as needed.
- If applicable/safe to do so, ensure injured personnel are moved to safety.
- If applicable/safe to do so, remain with injured personnel until help arrives.
- Provide basic first aid measures as needed.



Location: SITE EMERGENCY ACTION PLAN CHSEMS-11-P01-A01 Review Date: August 2024

EMERGENCY CONTACTS

Name	Position	Phone Number
Certarus 24-Hour Emergency Number	1-877-500-7761 (Toll Free)	403-212-0661
Certarus Dispatch	24 Hour Dispatch	
Quantum Murray (Contractor)	Waste Management	
Chemtrec	Chemical 24 Hour Emergency Response	
Addition Certarus contacts to be determined		

	ERP RESOURCES
Muster Point (1/2 mile):	
Muster Point (1 mile):	

EMERGENCY PROCEDURES

FIRE RESPONSE

DO NOT ATTEMPT TO FIGHT A FIRE THAT HAS GROWN PAST THE INCIPIENT STAGE

- Use airhorn to sound alarm and notify nearby personnel of fire.
- ESD equipment if safe to do so.
- Notify Fire Department (information listed below).
- Evacuate to a minimum distance of 1/2 mile (listed above).
- Remain at muster point until advised by Emergency Response personnel that the site is safe to re-enter.

SITE EVACUATION

ALL PERSONNEL MUST EVACUATE IN THE EVENT OF AN EMERGENCY

- Use airhorn to sound alarm and notify nearby personnel of the emergency.
- Contact Emergency Services as needed.
- Assemble at Primary Muster Point or Secondary Muster Point (as appropriate).
- If site must be fully evacuated, proceeed to Muster Point designated by Regional Operations Manager.
- Remain at muster point until advised by Emergency Response personnel and/or Regional Operations Manager that site is safe.

PERSONNEL ACCOUNTABILITY

DO NOT LEAVE MUSTER POINT UNTIL ACCOUNTED FOR BY THE REGIONAL OPERATIONS MANAGER OR ALTERNATE

- If safe to do so, ensure buildings/equipment have been cleared of all personnel.
- Perform headcount at Muster Point to ensure all personnel present on site have been successfully evacuated.
- As applicable, inform Emergency Services of any unaccounted for/missing personnel.
- Only Emergency Services may re-enter a site to rescue personnel.

FIRST AID

NEVER PROVIDE MEDICAL CARE BEYOND THE SCOPE OF YOUR KNOWLEDGE/TRAINING

- Contact Emergency Services and arrange for transport of injured personnel, as needed.
- If applicable/safe to do so, ensure injured personnel are moved to safety.
- If applicable/safe to do so, remain with injured personnel until help arrives.
- Provide basic first aid measures as needed.

AREA EMERGENCY INFORMATION

In case of emergency (police, fire, EMS), dial 9-1-1

Site Address: Site GPS:

Example

Certarus
Safety, Operations
& RegulatoryCompliance

RNG Virtual Pipeline Services

November 26, 2024

CERTARUS
Low Carbon Energy Solutions

CERTARUS

Table of Contents

Executive Summary....3
Experience....4
Emergency Outages & Utility Support....4
Safety....5
Certification / Compliance....9
Licenses and Registration Requirements....11
Insurance Requirements....13
Permits for Hazardous Materials and Special Operations....13
RNG Partners and Testimonies....15

CERTARUS

Executive Summary

Certarus has been leading the transition to clean energy fuel since 2012.

We deliver low carbon energy solutions that help customers improve environmental performance and lower operating costs.

Through our integrated and sustainable Energy-as-a-Service platform, we leverage the latest technology to safely deliver compressed natural gas (CNG) and hydrogen to industrial and commercial customers and offer last mile logistics support for renewable natural gas (RNG) developers. With the largest fleet of advanced carbon fiber trailers in the world, our compression and transportation network provide a mobile energy distribution solution that ensures a safe and reliable flow of energy without the need for pipeline infrastructure. As customers and communities look for environmentally responsible energy solutions our rapidly growing platform plays a critical role in building the energy supply chain across North America by connecting natural gas, RNG, and hydrogen to new markets.

By enabling customers to reduce consumption of higher emission fuels like diesel, propane, and waste fuel oil – we help bulk fuel users lower their carbon emissions and cost-effectively achieve their Environmental, Social & Governance (ESG) goals.

Certarus has the largest CNG, RNG, and Hydrogen platform with over $715M invested by EOY 2024.

- Largest trailer fleet in the world – most experience with 80,000+ MCF of gas moved per day and flexible redundancy with trailers in case of issues.
    - 869+ Trailers by EOY 2024
    - Annual standing order of an estimated 120 trailers
    - Largest order of trailers with Hexagon Agility, $54M USD
    - Trailer capacity – 375 – 475 MMBtu per trailer
- 374 Pressure Reduction Systems – decanting equipment utilized to drop pressure and increase temperature for injection.
- 50+ Compressors – loading compressors utilized to load RNG into trailers at 4,000 psi.
- 24/7 Logistics – Our logistics team directs activity out of our centralized control center, where they monitor trailer volumes and coordinate dispatching to customer sites to ensure an uninterrupted flow of clean-burning fuel without any intervention or effort required by our customers.
- Experienced engineering support – Certarus has 25+ full-time engineers with vast experience around compression, decompression, and the design / buildout of hubs.
- Health, Safety & Environment (HSE) support – The goal of our Health, Safety & Environment (HSE) policy is to create an incident-free workplace. We take this goal seriously, and we expect each of our employees and contractors to take responsibility for maintaining and improving our safety performance. This applies equally across the company, from the boardroom to the maintenance shop. We are all accountable for our overall HSE initiatives.

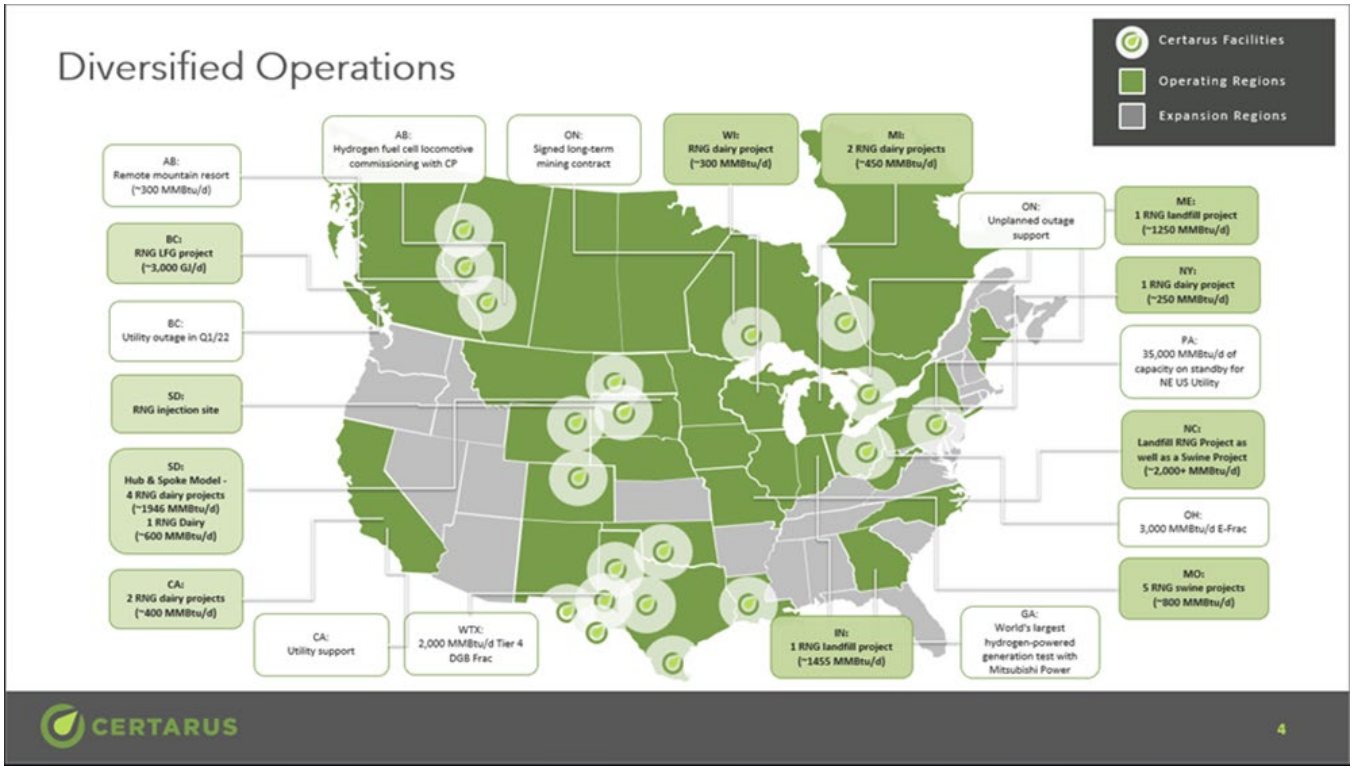
Sincerely,

Mel Lara
RNG Strategic Account Manager
T: 1-281-507-8898
mlara@certarus.com

CERTARUS

Experience

The Largest Integrated CNG, RNG & Hydrogen Platform in North America



327,000+	92 Bcf	1,226,000 Metric Tons
Deliveries Completed	CNG Safely Delivered	CO_2 Displaced

Emergency Outages & Utility Support

Certarus has extensive experience supporting utility companies and pipeline operators. From peak shaving and pipeline pigging, to planned and emergency outages – we provide rapid response to continue critical services for homes and businesses. We also provide incremental gas to pipeline-connected clients while working with utilities during maintenance and emergency outages. Some of our Utility customers include:

FortisBC

Enbridge T-South pipeline

When the Enbridge T-South pipeline near Prince George ruptured in October 2018, FortisBC customers were faced with the possibility of limited supply throughout the winter. Certarus was able to support FortisBC and supply up to 8,000 MMBTU/day, every day, for three straight months while Enbridge made repairs.

Atmos Energy

West Texas

During winter storm Uri, much of the natural gas infrastructure in Texas was pushed beyond its limits. Certarus was able to mobilize and provide emergency CNG of up to 1,000/MMBTU day for the duration of the storm keeping critical services online.

National Grid

New York

Peak shaving solutions are extremely critical to the broader Northeast gas distribution market. Certarus was able to safely provide up to 17,600 MMBTU/day of CNG to ensure existing service standards are met and that the needs of the end clients were satisfied.

ATCO Gas

Jasper, Alberta

The town of Jasper, Alberta required an emergency supply of natural gas due to rising flood waters impacting pipeline infrastructure. Certarus mobilized two pressure reduction units and delivered up to 1,000 MMBTU/day for a 5-week period in the spring of 2019.

Safety

Certarus is committed to providing all employees, contractors, and customers with a safe work environment. Certarus will strive to meet or exceed all applicable federal, state, provincial, and municipal legislation and regulations regarding health, safety, and environment. No job is worth doing if it cannot be done safely.

Since 2012, Certarus has built a reputation for safely delivering compressed natural gas (CNG), renewable natural gas, and hydrogen across North America. The Certarus HSE & Transportation Compliance (TC) and Operations teams have developed policies and procedures to mitigate operational risks and effectively respond to all emergencies promptly. Certarus retains a full staff of 29 employees dedicated to HSE & TC activities. Members of this team are located across the Certarus operational network.

Certarus' company-wide Joint Health & Safety Committee meets regularly. The committee consists of regional managers, field-level employees, senior management, engineering, operations, and HSE personnel. The primary focus of this committee is reviewing incidents, hazards, and corrective actions, as well as HSE & TC initiatives and key performance indicators. These performance indicators provide an avenue for trending and tracking employee participation and findings by measuring overall employee participation in HSE & TC programs, including hazard identification and control, driver inspections, facility inspections, client site inspections, and safety meetings. Certarus operations managers and supervisors regularly visit client sites to ensure all Certarus and client safety expectations are upheld.

CERTARUS

3-YEAR HSE PERFORMANCE STATS - CERTARUS (US&CAN)				
Overall Company Safety Criteria:	2024 (YTD)	2023	2022	2021
Hours Worked (Payroll Hours)	1,499,866	1,439,133	1,163,491	851,121
Average Number of Employees	692	611	531	442
Medical Treatment Incidents	2	1	4	2
Modified/Restricted Duty Incidents	3	1	1	1
Lost Time Injury (LTI) Incidents	3	8	1	6
Total Recordable Incident Rate (TRIR)	1.07	1.39	1.03	2.11
Fatalities	0	0	0	0
Miles Driven	15,960,852	14,233,767	11,843,690	9,129,715
DOT Recordable Incident Count	5	4	10	7
Experience Modification Rating (EMR)	0.86	1.11	1.55	1.65
Days Away, Restricted, or Transferred (DART)	0.80	1.25	0.34	1.64

Certarus has implemented the following safety measures and initiatives across the company 2020-2024 YTD:

- Injury Mitigation
  - Developed an injury prevention program, standard, and training that focuses on body mechanics, ergonomics, and hand safety.
  - Warm to Perform coaching conducted during employee onboarding and actively encouraged at Certarus facilities.
  - Slips/Trips/Falls blitz conducted during Q3 2021 & 2022.
- Operations & HSE Leadership
  - Developed a safety leadership program that includes three tiers: Introduction to HSE, Developing the HSE Leader, and HSE for Managers & Supervisors.
  - Bi-weekly regional health and safety meetings are led by management.
  - Operational leadership hosted regional safety summits in 2022, 2023, and 2024 to discuss safety accomplishments, improvements, incident trends, and communicate future goals.
  - Risk Manager hired to assess organizational risks that could impede reputation, safety, security, and financial success.
- HSE Initiatives
  - Introduced Human and Organizational Performance training to management and engineering which builds an understanding of how humans perform and how we can build systems that are more error tolerant. Currently providing training to all managers and supervisors in “Doing Safety Differently”, focusing on learning teams and HSE declutter.
  - Launched HSE Spot Awards Program which recognizes employees for their contributions to HSE excellence and driver performance.
    - SPOT AWARDS
      - October-December 2022 – $12,704 CAD
      - 2023 – $144,835 CAD
      - YTD 2024 – $ 191,909 CAD (November SPOTs are not included in this total)
      - Overall Total: $349,448 CAD
  - Launched a Driver Rewards Program that awards drivers for maintaining a Samsara score of 100 over a specified threshold of mileage.
    - DRIVING AWARDS
      - 2023 – $1,076,003 CAD
      - 2024 YTD – $1,641,444 CAD

- OVERALL TOTAL: $2,717,447 CAD
  - Implementation of Ready, Safe, Start to promote a proactive approach to safety before starting any work.

CERTARUS

CERTARUS ROLLOVER INCIDENT HISTORY

INCIDENT	DATE	REGION	INVOLVED	DESCRIPTION
2022 0307	1/18/2021	NUSA-OH	INTERNAL	On the morning of January 18, 2022, a Certarus driver encountered hazardous conditions during their first trip on a snow-covered road. Operating under Ascent's protocol, which granted them right of way, the driver properly utilized CV channel 27 to announce their fuel cell transport from Fox's Bottom Road to Springdale Road. After making a left turn onto Springdale Road and announcing their position, they encountered an unloaded sand truck operated by an unidentified Reliant contractor working for Halliburton. At a narrow 17.5-foot-wide curve, both vehicles entered simultaneously, with the sand truck encroaching significantly into the Certarus driver's lane. While successfully avoiding a collision through evasive action, the Certarus driver steered into a ditch. During attempted recovery, the driver turned sharply left, but the momentum caused the tractor and trailer to roll onto its right side. Emergency services and Certarus were immediately notified, though Samsara was unable to generate a crash report due to poor cellular coverage. Both Certarus and Ascent management arrived on scene with two witnesses, while the Reliant/Halliburton driver departed without stopping and remains unidentified.
2022 0391	5/8/2022	SUSA-OK	INTERNAL	On May 5, 2022, at 10:03 PM, a Samsara crash notification was received regarding Unit 3-4-0009. Dashcam footage review confirmed a Certarus employee operating a tractor-trailer had dropped the passenger-side front wheel off the pavement. The driver attempted to return to the roadway but overcorrected, causing the vehicle to roll onto its driver's side and slide to a stop in the road's center. During the rollover, the driver sustained a head impact with the cab's roof, appearing momentarily unresponsive before shutting off the ignition. After management notification, emergency responders established a one-mile security perimeter. The driver was evaluated on scene, transported to a local hospital, treated, and released. The incident involved a full Quantum trailer (210307) leaking natural gas. Despite overnight efforts by Certarus personnel to control and transfer the CNG, the release exceeded the 10,000-pound regulatory reporting threshold. Following complete gas release, a wrecker service transported both tractor and trailer to the Certarus hub in Calumet, OK, where additional documentation and measurements were conducted.
2022 0551	12/4/2022	WTX-OR	INTERNAL	At 4:30 AM, while operating Certarus tractor 3-4-0082 with trailer 220332 en route to the Devon FTS 1 Fleet 1 location from the Orla Hub, an incident occurred. As the Certarus driver attempted to pass an unidentified sand hauler on the left side of the lease road, the ground beneath the vehicle gave way, causing the trailer to track into a ditch. The driver's attempt to continue forward resulted in both the tractor and trailer rolling onto their driver's side.
2023 0591	1/9/2023	NUSA-PA	INTERNAL	A Certarus driver was traveling west on Route 87 when they became distracted, looking at a drilling rig through their driver's side window for too long. The passenger-side tires briefly left the road. As the driver steered left to correct their path, the rig rolled over onto its passenger side.

CERTARUS

CORRECTIVE ACTIONS

- Samsara In-Vehicle Monitoring System was installed in all fleet vehicles. This platform includes forward and rear-facing dash cameras, real-time driver coaching, harsh and distracted event detection, and live GPS tracking, to provide opportunity for alerts and coaching on improved driving behaviors. Certarus is currently collaborating with Samsara in the development of lane departure warnings, fatigue alerts (in cab and real time notifications to HSE/TC) and custom app-based safety training for employees.
- Mobileye has been deployed across our heavy vehicle fleet. Mobileye aids in lane deviation, notifies drivers when following too closely, and warns drivers of upcoming hazards.
- Rollover stability protection installed on all CNG trailer chassis. The system uses sensors to monitor the speed of the trailer, steering angle, and yaw rate. If the system detects that the vehicle is deviating too far from pre-set center of gravity thresholds, it automatically applies the brakes to individual wheels and may reduce engine power to help the driver maintain control.
- Certarus continues to focus on distracted driving and fatigue management in order to prevent rollover accidents across the organization, with an annual corporate goal targeting 1 distracted driving event per 50,000 miles driven.
- Additional HSE & Transportation Specialists hired to focus on safe driving, provide advanced skill maneuver training, and event coaching, including Smith 5 Keys training to all drivers. Regional Driver Trainers provide in-cab coaching to new and existing employees.
- Two driving simulators were purchased and are currently being utilized to provide Advanced Skill Maneuvers training in a controlled environment. The simulator allows Certarus to train drivers to adapt to hazardous conditions in a safe manner without loss of asset or life.
- Drivers use Wellsite Navigator to follow routes that have been previously vetted for safety.
- Third party drivers were integrated into Certarus HazID & BBO program. Third party drivers also receive robust safety training during onboarding as well as simulator training.
- Additional integration of UpKeep (maintenance management system) with Samsara to enhance maintenance and vehicle defect reporting.
- The Certarus Third Party Management team prioritizes use of Carriers who have in-vehicle monitoring systems (e.g., Samsara or equivalent).

Certification / Compliance

Driver Qualifications

Certarus is responsible for ensuring all drivers authorized to work for Certarus are competent and fit for duty. Minimum competencies shall include, but are not limited to:

- Valid CDL holders with H or X (Hazmat & Tank) license endorsements
- Drivers compliance with all USDOT and FMCSA qualification and screening requirements
- Certarus HSE Orientation
- Certarus CNG Trailer Safe Work Procedure training
- Smith System defensive driving
- Certarus rollover prevention and advanced skill maneuver training
- CPR, First Aid, and Fire extinguisher training
- Additional training as required by National Grid

Equipment Preventive Maintenance Highlights

1. Compressors & Station
    a. Standard Ariel PM, e.g., oil changes, frame overhauls, etc.
    b. Quarterly functionality test of safety systems

c. Weekly/Monthly/Quarterly/Annual package inspections, e.g.
    i. Monthly visual inspection of PSV's
    ii. 3-year PSV Recertification
    iii. 5-year random UT tube/pipe thickness checks
d. 24/7 high-level monitoring by Dispatch through Samsara cloud-based portal

2. CNG Trailers
    a. Quarterly chassis inspections and preventative maintenance
    b. Quarterly CNG component inspections and preventative maintenance
    c. Annual DOT chassis inspections
    d. 5-Year major chassis inspection
    e. 5-Year cylinder integrity tests & recertification per PHMSA / DOT (Modal Acoustic Emissions)

Miscellaneous

- Visual hose inspections during each trailer delivery
- Annual serialized hose pressure testing

DRIVER BINDER DOCUMENTATION
DOT Inspection Annual
Truck-Specific Cab Card
Overweight Permit (If required)
Driver On-Site Checklist
Samsara Logbook Instructions
Schedule 1 - NSC Standard

LICENSES
IFTA License

REGISTRATION
PHMSA Registration
United Carrier Registration

CERTIFICATE
Safety Fitness Certificate

INSURANCE
Insurance Cab Card
The Travelers Indemnity Co of CT
24-25 Renewal PA Auto ID Cards
FORM MCS-90

PERMIT
Hazmat Safety Permit
DOT-SP 20391
DOT-SP 20396
DOT-SP 15322
DOT-SP 14951 - Titan

DOT-SP 16524 - Quantum
Spotted Lanternfly Permit
TC-SU 6077 (Ren 5)
TC-SU 9806 (Ren 5) - Titan
TC-SU 9686 - Type 3
TC-SH 11921 - Quantum
TC-SU 13548 - Hexagon

Standard Work Procedure (SWP)
CHSEMS-12-01 Compressed Gas Trailer SWP
CHSEMS-12-03 Disconnect Compressed Gas Trailer from Fill Post SWP
CHSEMS-12-04 Multiple Compressed Gas Trailer Swap SWP
CHSEMS-12-05 Single Compressed Gas Trailer Swap SWP
CHSEMS-12-06 PRS Trailer Rig-In SWP
CHSEMS-12-07 PRS Trailer Rig-Out SWP

Safety Data Sheet (SDS)
MSDS - Natural Gas, Compressed

EMERGENCY RESPONSE
CHSEMS-11-P01-A03 Emergency Response Assistance Plan

Emergency Contacts
ERP USA
ERP Canada

Licenses and Registration Requirements

1. IFTA License (International Fuel Tax Agreement)
    - Description: This license is required for motor carriers operating in multiple jurisdictions (states or provinces) to report and pay fuel taxes. The IFTA license simplifies fuel tax reporting for interstate travel and is used by commercial vehicles to report fuel usage and pay fuel taxes based on the miles driven in each state or province.
    - Requirements: Carriers must maintain accurate records of fuel purchases, miles driven, and jurisdictions entered. Quarterly fuel tax returns must be filed to the respective authorities.
2. PHMSA (Pipeline and Hazardous Materials Safety Administration) – Regulations for Hazardous Materials Transportation
    - Description: PHMSA enforces regulations regarding the safe transport of hazardous materials. Carriers transporting hazardous materials must comply with DOT regulations and PHMSA guidelines to ensure the safety of the public, the environment, and employees.
    - Requirements: Carriers must have proper training, secure transport containers, and follow specific routes based on the type of hazardous materials.
3. Safety Fitness Certificate

- Description: A certificate issued to commercial vehicle operators certifying that they meet the necessary standards for safety in transportation operations. It verifies that the carrier has passed safety inspections and complies with regulations.
- Requirements: Required for certain jurisdictions that regulate safety fitness, including inspections, maintenance, and compliance with FMCSA safety standards.

4. FMCSA (Federal Motor Carrier Safety Administration) - MCS-150B Form
    - Description: The MCS-150B form is a motor carrier identification report that includes safety information and motor carrier identification. This form is a required submission for motor carriers operating in interstate commerce.
    - Requirements: The form must be updated every 24 months, and includes information about the carrier's safety practices, type of operations, and vehicle fleet.
5. Public Service Commission of West Virginia
    - Description: Issuance of a business license for transportation and utility operations within West Virginia.
    - Requirements: Carriers must meet state regulations for safety, insurance, and environmental compliance to operate in West Virginia.
6. UCR (Unified Carrier Registration) Registration
    - Description: UCR is a national registration program for motor carriers, brokers, and freight forwarders operating in interstate commerce. It simplifies the registration process and ensures compliance with federal motor carrier regulations.
    - Requirements: Annual registration and payment of fees based on the number of vehicles in the fleet.
7. AMVIR (Access to Motor Vehicle Information Regulation)
    - Description: AMVIR allows authorized parties to access motor vehicle records for regulatory purposes. It ensures carriers and drivers comply with relevant laws, including those regarding vehicle registration, insurance, and safety.
    - Requirements: Carriers must apply for access if they need motor vehicle data for regulatory or operational reasons.
8. Office of the Secretary of State - Certificate of Operation Authority (Oklahoma & Texas)
    - Description: This certificate is required for carriers to operate in Oklahoma and Texas. It grants legal authority for business operations and transportation within the state.
    - Requirements: Business registration, compliance with state laws, and payment of fees are necessary for obtaining the certificate.
9. Railroad Commission of Texas - Licensing for Trailers Transporting Compressed Natural Gas (CNG) and Drivers Delivering CNG in Texas
    - Description: Carriers transporting CNG or natural gas in Texas must obtain a specific license from the Texas Railroad Commission (RRC). This ensures that the vehicles, drivers, and transport processes meet safety and regulatory standards.
    - Requirements: Vehicles must be inspected, drivers must receive training, and the carrier must demonstrate compliance with specific safety protocols for CNG transport.

10. Wyoming Department of Transportation Certificate of Operation Authority
    - Description: This certificate allows motor carriers to operate in Wyoming and demonstrates the carrier's compliance with state regulations.
    - Requirements: Businesses must provide operational details, vehicle fleet information, and proof of insurance to receive approval.

Insurance Requirements

1. MCCS Insurance Cab Card for TXDMV
    - Description: The Insurance Cab Card verifies that a motor carrier has valid insurance coverage as required by Texas DMV. It is a critical proof of insurance for vehicles operating in Texas.
    - Requirements: Carriers must submit their insurance policy details and obtain a cab card before registering vehicles in Texas.
    - Travelers Indemnity Co (Canada Pink Card)
        1. Description: The Canada Pink Card issued by Travelers Indemnity Co is proof of liability insurance for vehicles crossing the U.S.-Canada border. It ensures that the vehicle is covered for accidents, damages, and claims while operating in Canada.
    - Requirements: Carriers must have valid insurance for vehicles entering Canada and carry this card for cross-border operations.
2. 24-25 Renewal PA Auto ID Cards
    - Description: Auto ID Cards are issued for commercial vehicles registered in Pennsylvania, confirming that the vehicle has met the required auto liability insurance standards for the state.
    - Requirements: Carriers must renew their insurance coverage annually in Pennsylvania and display the card when operating within the state.
3. FORM MCS-90 (Hazardous Materials)
    - Description: This insurance form is required for carriers transporting hazardous materials. It is a filing that provides proof of financial responsibility to cover potential damages from hazardous materials accidents.
    - Requirements: The MCS-90 is often filed with the FMCSA and is required for certain transportation operations involving hazardous materials.
4. Liability Insurance Cards for TX, OK, OH, ND, MD, & CO
    - The liability insurance card verifies that the motor carrier has the required minimum levels of insurance coverage for vehicles registered with the Texas DMV. This coverage applies to all motor carriers operating within the state, including intrastate and interstate transport.

Permits for Hazardous Materials and Special Operations

1. Hazmat Safety Permit
    - Description: The Hazmat Safety Permit is required for carriers transporting specific hazardous materials. This permit ensures that carriers comply with all safety and regulatory standards set by DOT, PHMSA, and FMCSA.
    - Requirements: Carriers must obtain this permit before transporting certain types of hazardous materials.

2. DOT Special Permits (DOT-SP)
    - DOT-SP 20391, DOT-SP 20396, DOT-SP 15322, DOT-SP 14951 (Titan), DOT-SP 16524 (Quantum), DOT-SP 13173 (Outrider Trailers)
        - These special permits are issued to carriers who transport specific hazardous materials or operate under unique conditions (e.g., for Outrider trailers or specific Titan and Quantum materials).
        - Requirements: Carriers must apply for each permit based on the type of materials being transported and meet all safety, regulatory, and equipment standards.
3. Spotted Lanternfly Permit
    - Description: Required for carriers operating in states where the spotted lanternfly is a recognized pest, this permit ensures that vehicles are not carrying this invasive species.
    - Requirements: Carriers must follow specific inspection and cleaning protocols to prevent the spread of the pest.
4. State-Specific Permits (California, Pennsylvania, Ohio, New York, New Mexico, etc.)
    - State of California - Hazmat Transportation
        - Carriers transporting hazardous materials in California must have a California Hazmat Permit.
    - PA Posted Highway Permit #56-000683, #56-000685
        - Special permits required for operating on certain posted highways in Pennsylvania.
    - H24s Permitted for Ohio, New York HUT, New Mexico Weight Permits
        - These state-specific permits are required for heavy and hazardous materials transport, including weight-related permits and highway use tax for commercial vehicles.
5. Overweight Permit for Texas (Tractor Over 80,000 lbs)
    - Description: An overweight permit is required for any vehicle (typically a tractor) exceeding the 80,000 lb weight limit in Texas.
    - Requirements: Carriers must apply for the permit before transporting heavy loads that exceed state weight restrictions.
6. Weld County OS/OW Annual Permit
    - Description: An Over-Size/Over-Weight (OS/OW) Annual Permit issued by Weld County in Colorado for commercial vehicles operating on local roads with oversized or overweight loads.
    - Requirements: Carriers must have this permit for each vehicle exceeding legal size or weight limits within the county.
7. Colorado Department of Transportation Annual HazMat Permit
    - Description: Required for carriers transporting hazardous materials through Colorado, this permit ensures compliance with state and federal safety standards.
    - Requirements: Carriers must apply for this permit annually, meet vehicle and driver requirements, and follow approved routes.

This detailed breakdown provides a comprehensive list of licenses, certificates, insurance, and permits necessary for transporting hazardous materials and operating motor carriers across various states and jurisdictions. Each of these requirements ensures compliance with safety standards, environmental protection, and regulatory frameworks that govern the safe transport of hazardous goods across the United States and Canada.

RNG Partners and Testimonies

“Certarus reacted to our unexpected pipeline outage with urgency and purpose, bringing three spare trailers in from remote terminals across the country on a holiday weekend without any logistical issues. During the pipeline outage, Certarus’ Renewables Dispatch and CNG Drivers through communications and diligence were instrumental in ensuring we were able to process and sell all available digester gas produced during this event. Once the pipeline opened back up for business, Certarus created and implemented schedules that allowed us to keep up with current production and decant the stored gas, all without issues, and I assure you this was no small task. I would recommend Certarus’ services and expertise. If you are in a tough spot with transportation or CNG storage issues, they should be your first call.”
- Jason Johnson, Chief Operating Officer at Outagamie Clean Energy Partners, LLC

“Certarus proved to be an excellent partner this last year with a great safety track record along with expertise in transporting and decompressing natural gas, making them the perfect partner for our projects.”
- Chris Roach, President of Roeslein Alternative Energy

“Certarus’ safety track record, as well as years of expertise in compressing, transporting, and decompressing natural gas, made them the perfect partner for this project.”
- Scott Gramm, Manager of Renewable Natural Gas supply with FortisBC

- Archaea Energy
- bp
- Berq RNG
- Clean Energy
- Dynamic Renewables
- FortisBC
- Landfill Group
- Roeslein Alternative Energy
- SSAB
- Sevana Bioenergy
- UGI Energy Services
- Avolta
- Nacelle Solutions
- Terreva Renewables
- Verbio
- Outagamie Clean Energy Partners (OCEP)

November 27, 2024

TRAFFIC ASSESSMENT FOR THE PROPOSED CLEAN EAGLE INTERCONNECT PROCESSING RNG FACILITY

4212 Roy Parks Road
Gainesville, Hall County, Georgia 30507

Prepared for:

Archea Energy Operating, LLC

Prepared by:

Civil & Environmental Consultants, Inc.
Mr. Chris A. Droznek II, P.E., PTP
700 Cherrington Parkway
Moon Township, Pennsylvania 15108
(412) 429-2324
cdroznek@cecinc.com

TABLE OF CONTENTS

PROJECT DESCRIPTION 1
EXISTING CONDITIONS 1
ROADWAY SEGMENTS – DAILY TRAFFIC VOLUMES 2
ROADWAY SEGMENTS - PEAK HOUR TRAFFIC VOLUMES 4
SITE GENERATED TRAFFIC 5
PROJECTED BUILD CONDITION TRAFFIC VOLUMES 6
CONCLUSIONS/RECOMMENDATIONS 8

LIST OF TABLES

TABLE 1 – HISTORICAL TRAFFIC VOLUME SUMMARY

TABLE 2 – ESTIMATED NEW TRIP GENERATION D

TABLE 3 – PROJECTED TRAFFIC VOLUME SUMMARY

LIST OF FIGURES

FIGURE 1 – SITE LOCATION

FIGURE 2 – SITE PLAN

TRAFFIC EVALUATION
FOR THE PROPOSED
CLEAN EAGLE INTERCONNECT
PROPOSED RNG FACILITY
Gainesville, Hall County, Georgia

Civil & Environmental Consultants, Inc. (CEC) has completed this Traffic Evaluation for the proposed Clean Eagle Interconnect Proposed RNG Facility to be located on the north side of Roy Parks Road just east of Candler Road (SR 60) in Hall County, Gainesville, Georgia. The property address is 4212 Roy Parks Road, Gainesville, Georgia 30507.

PROJECT DESCRIPTION

It is CECs understanding that Clean Eagle RNG, LLC plans to build a renewable natural gas (RNG) facility on-site at the Eagle Point Landfill in Forsyth County. The landfill will collect landfill gas through a series of wells and pipes to be transported to their RNG facility. Due to the lack of pipelines, Certarus plans to build a compressed natural gas (CNG) plant on the Eagle Point Landfill to compress RNG and truck it to the interconnect site. Clean Eagle will contract with Certarus to build the proposed CNG decant and interconnect facility on Roy Parks Road within Hall County, Gainesville, Georgia. Trucks will deliver CNG from Eagle Point Landfill to the site where gas will be injected into the Liberty pipeline system.

The proposed interconnect facility location along Roy Parks Road is presented in Figure 1. Access to the interconnect site will be provided via two (2) approximately 24 ft wide one-way site access driveways. The western driveway is to be located at the same location of an existing site driveway for the former land use. The eastern driveway will be located approximately 220 feet east of this location. The easternmost driveway will serve as the site entrance while the westernmost driveway will serve as the site exit. Access to the site will be restricted with gates. A copy of the proposed site plan is shown in Figure 2.

Certarus will limit truck traffic Monday through Friday from 6:45 - 7:45am and 2:25 - 4pm to align with school zone time frames and avoid high traffic times. Certarus will use this time for shift change, safety meetings, team updates and trainings, etc.

EXISTING CONDITIONS

A desktop reconnaissance of the immediate study area was conducted by CEC. A description of the study roadway segments are as follows:

Roy Parks Road – Roy Parks Road is an east/west roadway which connects Candler Road (SR 60) from the west to Athens Highway (SR 11) to the east. Roy Parks Road is classified as a functional class 6U – Minor Urban Collector roadway according to the GDOT Traffic Analysis & Data Application (TADA) mapping.

Roy Parks Road is a two-lane undivided roadway. Within the vicinity of Candler Road, Roy Parks Road has an asphalt paved cartway that is approximately 21 feet wide with earth shoulders. At Candler Road, Roy Parks Road is signed with a "No Thru Trucks 10 Wheels or More" sign. There is also a railroad crossing on Roy Parks Road at its intersection with Candler Road. This crossing includes active traffic control devices including flashing warning light signals and gate arms.

Candler Road (SR 60) – Candler Road is a north/south roadway which provides regional connections. To the south, SR 60 crosses over I-85 To the north, SR 60 connects to the I-985 interchange and continues north. Candler Road is classified as a functional class 5U – Major Urban Collector roadway south of the site. North of the site, Candler Road is classified as a functional class 4U – Minor Urban Arterial roadway. Functional classifications were obtained from the GDOT Traffic Analysis & Data Application (TADA) mapping.

Within the vicinity of Roy Parks Road, Candler Road is a two-lane undivided roadway with turn lanes provided at major intersections.

Intersection of Candler Road (SR 60) with Roy Parks Road – The intersection of Candler Road with Roy Parks Road is unsignalized with stop control provided on the minor street Roy Parks Road westbound approach and the eastbound Dollar General site driveway approach. Candler Road provides a single lane (shared left/through/right turn) approach for northbound traffic and a two-lane (exclusive left turn lane/shared through/right turn) approach for southbound traffic. This southbound left turn lane provides approximately 175 feet of vehicular storage exclusive of taper. The westbound Roy Parks Road approach provides a single lane (shared left/through/right turn) approach for traffic. As previously mentioned, a rail line runs north/south parallel to Candler Road and crosses Roy Parks Road at the intersection. This rail crossing includes active traffic control devices including flashing warning light signals and gate arms. The stop bar/sign for the westbound approach is located on the eastern side of the rail.

ROADWAY SEGMENTS – DAILY TRAFFIC VOLUMES

Roadway Average Annual Daily Traffic (AADT) volumes within the study area were obtained from the Georgia Department of Transportation (GDOT) Traffic Analysis & Data Application (TADA). The proposed development is expected to have traffic traveling between the Eagle Point

Landfill and the interconnect site. Therefore, the expected travel route from the landfill is along SR 369 to US 19 to SR 53 to I-985 to SR 60 and finally to the interconnect site on Roy Parks Road. As a result, within the vicinity of Roy Parks Road, all traffic will head to or originate from the north on SR 60. New traffic at the intersection of Candler Road (SR 60) with Roy Parks Road is assumed to consist of southbound left turns onto Roy Parks Road and westbound right turns from Roy Parks Road onto Candler Road.

The most recent reported year 2023 AADT volumes were searched along this travel route within the vicinity of the proposed interconnect site on Roy Parks Road. In order to project the traffic for current year 2024 AADT data, a background traffic growth rate of 2.0% per year linear was assumed.

The following roadway segments were selected for traffic volume comparison:

- Roy Parks Road (east of Candler Road);
- Candler Road (north of Roy Parks Road and south of Lee Land Road);
- Mundy Mill Road (SR 53) (south of Old Oakwood Road);
- McEver Road (north of Whiting Road);
- Dawsonville Highway (SR 53) (east of Venture Drive);
- Dawsonville Highway (SR 53) (north of Sundown Way);
- Highway 400 S (US 19) (south of Beartooth Parkway);
- Browns Bridge Road (SR 369) (west of US 19); and
- Matt Highway (SR 369) (east of McBrayer Road).

Based on the data available and as summarized in Table 1, the year 2024 AADT for each of the study roadway segments were identified to be as follows:

- Roy Parks Road
    - 5,641 vehicles
- Candler Road
    - 14,178 vehicles
- Mundy Mill Road
    - 35,802 vehicles
- McEver Road
    - 31,620 vehicles
- Dawsonville Highway (SR 53) (east of Venture Drive)
    - 29,988 vehicles
- Dawsonville Highway (SR 53) (North of Sundown Way)
    - 16,932 vehicles

- Highway 400 S (US 19)
    - 38,760 vehicles
- Browns Bridge Road
    - 19,686 vehicles
- Matt Highway (SR 369)
    - 9,517 vehicles

ROADWAY SEGMENTS - PEAK HOUR TRAFFIC VOLUMES

For traffic analysis purposes, the peak hour of activity were conservatively assumed to overlap with traditional AM and PM peak hours of traffic. For analysis purposes, the following peak hours of traffic were utilized:

- Weekday A.M. Peak Hour – 8:00 A.M. – 9:00 A.M.
- Weekday P.M. Peak Hour – 5:00 P.M. – 6:00 P.M.

As shown in Table 1, hourly count volumes were obtained from data collected between years 2021 and 2024. In order to project the traffic for current year 2024 AADT data, a background traffic growth rate of 2.0% per year linear was assumed. As summarized in Table 1, the AM and PM peak hour traffic volumes for each of the study roadway segments were identified to be as follows:

- Roy Parks Road
    - 237 vehicles – AM Peak
    - 385 vehicles – PM Peak
- Candler Road
    - 846 vehicles – AM Peak
    - 1,411 vehicles – PM Peak
- Mundy Mill Road
    - 2,303 vehicles – AM Peak
    - 3,367 vehicles – PM Peak
- McEver Road
    - 2,155 vehicles – AM Peak
    - 3,092 vehicles – PM Peak
- Dawsonville Highway (SR 53) (East of Venture Drive)
    - 1,973 vehicles – AM Peak
    - 2,778 vehicles – PM Peak
- Dawsonville Highway (SR 53) (North of Sundown Way)
    - 1,037 vehicles – AM Peak
    - 1,651 vehicles – PM Peak

- Highway 400 S (US 19)
    - 2,463 vehicles – AM Peak
    - 3,654 vehicles – PM Peak
- Browns Bridge Road
    - 1,770 vehicles – AM Peak
    - 2,155 vehicles – PM Peak
- Matt Highway (SR 369)
    - 878 vehicles – AM Peak
    - 972 vehicles – PM Peak

SITE GENERATED TRAFFIC

Trip generation information for an interconnect processing RNG facility is not included in the Institute of Transportation Engineers (ITE) publication *Trip Generation*. Therefore, data obtained from Archea Energy Operating, LLC (Archea) and Certarus was used to estimate the site generated trips.

Certarus will limit truck traffic Monday through Friday from 6:45 - 7:45am and 2:25 - 4pm to align with school zone time frames and avoid high traffic times. Certarus will use this time for shift change, safety meetings, team updates and trainings, etc.

For traffic analysis purposes, the peak hour of activity were conservatively assumed to overlap with traditional AM and PM peak hours of traffic outside of the aforementioned restrictions for school activity. The peak hour of traffic was therefore assumed to be 8-9 AM and 5-6 PM. According to data provided by Archea, up to 13 trucks per day are projected for the interconnect site at maximum capacity. According to data provided by Certarus, up to 35 trucks per day are anticipated for the site at maximum capacity. Therefore, a combined total of 48 trucks per day are anticipated. It is estimated that up to 10% of truck traffic would occur during the weekday commuter AM and PM peak hours of adjacent street traffic (8:00 AM and 5:00 PM).

In addition, up to four (4) employees are expected to work on site during the daylight hours, while the facility will be automated during non-peak hours. Therefore, as presented in Table 2, the estimated peak hour traffic volumes are as follows:

- Total Daily:
    - 48 Trucks Entering / 48 Trucks Exiting / 96 Total
    - 4 Passenger Vehicles Entering / 4 Passenger Vehicles Exiting / 8 Total Trips
    - 52 Trips Entering / 52 Trips Exiting / 104 Total
- AM Peak Hour

  - 5 Trucks Entering / 5 Trucks Exiting / 10 Total
  - 4 Passenger Vehicles Entering / 0 Passenger Vehicles Exiting / 4 Total Trips
  - 9 Trips Entering / 5 Trips Existing / 14 Total Trips
- PM Peak Hour
  - 5 Trucks Entering / 5 Trucks Exiting / 10 Total
  - 0 Passenger Vehicles Entering / 4 Passenger Vehicles Exiting / 4 Total Trips
  - 5 Trips Entering / 9 Trips Existing / 14 Total Trips

PROJECTED BUILD CONDITION TRAFFIC VOLUMES

The resultant projected build conditions traffic volumes were determined by combining the available traffic volume data presented in Table 1 with the estimated traffic volumes presented in Table 2. The resultant traffic volumes for the study roadway segments are presented in Table 3 and are as follows:

- Roy Parks Road
  - 5,745 vehicles AADT
  - 251 vehicles – AM Peak
  - 399 vehicles – PM Peak
- Candler Road
  - 14,282 vehicles AADT
  - 860 vehicles – AM Peak
  - 1,425 vehicles – PM Peak
- Mundy Mill Road
  - 35,906 vehicles AADT
  - 2,317 vehicles – AM Peak
  - 3,381 vehicles – PM Peak
- McEver Road
  - 31,724 vehicles AADT
  - 2,169 vehicles – AM Peak
  - 3,106 vehicles – PM Peak
- Dawsonville Highway (SR 53) (east of Venture Drive)
  - 30,092 vehicles AADT
  - 1,987 vehicles – AM Peak
  - 2,792 vehicles – PM Peak

- Dawsonville Highway (SR 53) (north of Sundown Way)

  - 17,036 vehicles AADT
  - 1,051 vehicles – AM Peak
  - 1,665 vehicles – PM Peak
- Highway 400 S (US 19)
  - 38,864 vehicles AADT
  - 2,477 vehicles – AM Peak
  - 3,668 vehicles – PM Peak
- Browns Bridge Road
  - 19,790 vehicles AADT
  - 1,784 vehicles – AM Peak
  - 2,169 vehicles – PM Peak
- Matt Highway (SR 369)
  - 9,621 vehicles AADT
  - 892 vehicles – AM Peak
  - 986 vehicles – PM Peak

The percentage of site traffic for the roadway segments as presented in Table 3 is as follows:

- Roy Parks Road
  - 1.8% of traffic AADT
  - 5.6% of traffic during AM Peak
  - 3.5% of traffic during PM Peak
- Candler Road
  - 0.7% of traffic AADT
  - 1.6% of traffic during AM Peak
  - 1.0% of traffic during PM Peak
- Mundy Mill Road
  - 0.3% of traffic AADT
  - 0.6% of traffic during AM Peak
  - 0.4% of traffic during PM Peak
- McEver Road
  - 0.3% of traffic AADT
  - 0.6% of traffic during AM Peak
  - 0.5% of traffic during PM Peak
- Dawsonville Highway (SR 53) (east of Venture Drive)
  - 0.3% of traffic AADT
  - 0.7% of traffic during AM Peak
  - 0.5% of traffic during PM Peak

- Dawsonville Highway (SR 53) (north of Sundown Way)

  - 0.6% of traffic AADT
  - 1.3% of traffic during AM Peak
  - 0.8% of traffic during PM Peak
- Highway 400 S (US 19)
  - 0.3% of traffic AADT
  - 0.6% of traffic during AM Peak
  - 0.4% of traffic during PM Peak
- Browns Bridge Road
  - 0.5% of traffic AADT
  - 0.8% of traffic during AM Peak
  - 0.6% of traffic during PM Peak
- Matt Highway (SR 369)
  - 1.1% of traffic AADT
  - 1.6% of traffic during AM Peak
  - 1.4% of traffic during PM Peak

CONCLUSIONS/RECOMMENDATIONS

This study has concluded that the construction of the proposed Clean Eagle Interconnect Processing RNG Facility will have no significant impact on the operations of the adjacent study intersections and roadways. The traffic evaluation found the following:

- As reported, the projected site traffic volumes during operations are not significant and are expected to be accommodated within the existing roadway capacities.
- Projected site traffic is expected to make up less than 1% of AADT traffic volumes on the study roadways with the exception of Roy Parks Road which is less than 2%.
- Projected site traffic is expected to make up less than 2% of peak hour traffic volumes on the study roadways with the exception of Roy Parks Road which is approximately 5% or less.
- No intersection improvements within the vicinity of the proposed interconnect site are anticipated to require traffic control mitigations due to the increase of approximately 14 peak hour trips.
- No intersection capacity degradation are anticipated due to the increase of 14 peak hour trips (two direction) during the peak hours.

- At the intersection of Candler Road with Roy Parks Road, the existing southbound left turn lane, which provides 175 feet of vehicular storage, is expected to be sufficient to accommodate the projected traffic volumes including truck traffic.
- No new turn lanes on Roy Parks Road at the proposed stie entrance driveway are anticipated with the AM peak hour entering volume of up to nine (9) vehicles entering.
- The proposed site exit driveway should be controlled with stop control on the driveway approach to Roy Parks Road.
- The proposed site driveways should provide sight triangles that are free of sight line obstructions such as trees, bushes, vegetation, etc. to maintain a clear line of sight for turning maneuvers. Any new vegetation within the sight lines of the driveway should be maintained at a height of 2 feet or less to provide unobstructed views.
- Site access driveways should be designed to accommodate the largest expected design vehicle entering/existing the driveway.
- Certarus will limit truck traffic Monday through Friday from 6:45 - 7:45am and 2:25 - 4pm to align with school zone time frames and avoid high traffic times. Certarus will use this time for shift change, safety meetings, team updates and trainings, etc.

TABLES

TABLE 1
HISTORICAL VOLUME SUMMARY [1]
Proposed Clean Eagle Interconnect Processing RNG Facility
Gainesville, Hall County, Georgia

Roadway Segment			Traffic Volume Data[1][2]									
				AADT			AM Peak Hour Traffic Volume (7:00 AM)			PM Peak Hour Traffic Volume (Study Area Peak 5:00 PM)		
							Two-Way Volume			Two-Way Volume		
Name	Site ID	Location	Most Recent Count Date	Year	AADT	Projected 2024	Year	Volume	Projected 2024	Year	Volume	Projected 2024
Roy Parks Road	139-8109	East of Candler Road	Tuesday, March 23, 2021	2023	5,530	5,641	2021	311	330	2021	363	385
Candler Road (SR 60)	139-0303	South of Lee Land Road (north of site)	Wednesday, July 14, 2021	2023	13,900	14,178	2021	1,094	1,160	2021	1,331	1,411
Candler Road (SR 60)	139-0307	north of I-985 interchange	Wednesday, October 25, 2023	2023	29,000	29,580	2023	2,430	2,479	2023	2,491	2,541
Dawsonville Highway (SR 53)	139-0258	south of McEver Road	Wednesday, March 20, 2024	2023	31,000	31,620	2024	2,210	2,210	2024	2,920	2,920
Dawsonville Highway (SR 53)	139-0267	east of Sardis Road	Wednesday, July 27, 2022	2023	29,400	29,988	2022	1,989	2,069	2022	2,671	2,778
Keith Bridge Road (SR 306)	117-0055	south of Leland Drive	Tuesday, September 12, 2023	2023	14,000	14,280	2023	1,038	1,059	2023	1,311	1,337
Browns Bridge Road (SR 369)	1174-0069	west of US 19	Tuesday, October 24, 2023	2023	19,300	19,686	2023	1,646	1,679	2023	2,113	2,155
Matt Highway (SR 369)	117-0063	east of McBrayer Road	Wednesday, April 3, 2024	2023	9,330	9,517	2024	820	820	2024	972	972

(1) Traffic count data obtained form the GDOT Traffic Analysis & Data Application (TADA).

(2) Projected year 2024 volumes was estimated assuming a liner 2.0% per year growth rate.

01.21.2025 - Item 3

TABLE 2
ESTIMATED TRIP GENERATION [1]
Proposed Clean Eagle Interconnect Processing RNG Facility
Gainesville, Hall County, Georgia

Trip Type	Daily Projected Maximum Capacity (24-hour operation)	AM Peak Hour (assumed 7:00 AM) (estimate 10% of daily total truck traffic)			PM Peak Hour (assumed 5:00 PM) (estimate 10% of daily total)		
		Enter	Exit	Total	Enter	Exit	Total
Archea Energy RNG Trucks	13 trucks	1	1	2	1	1	2
Certarus Trucks	35 trucks	4	4	8	4	4	8
On-Site Workers (passenger vehicle)	4	4	0	4	0	4	4
Total Trips	**104**	**9**	**5**	**14**	**5**	**9**	**14**

(1) Data provided by Client.

01.21.2025 - Item 3

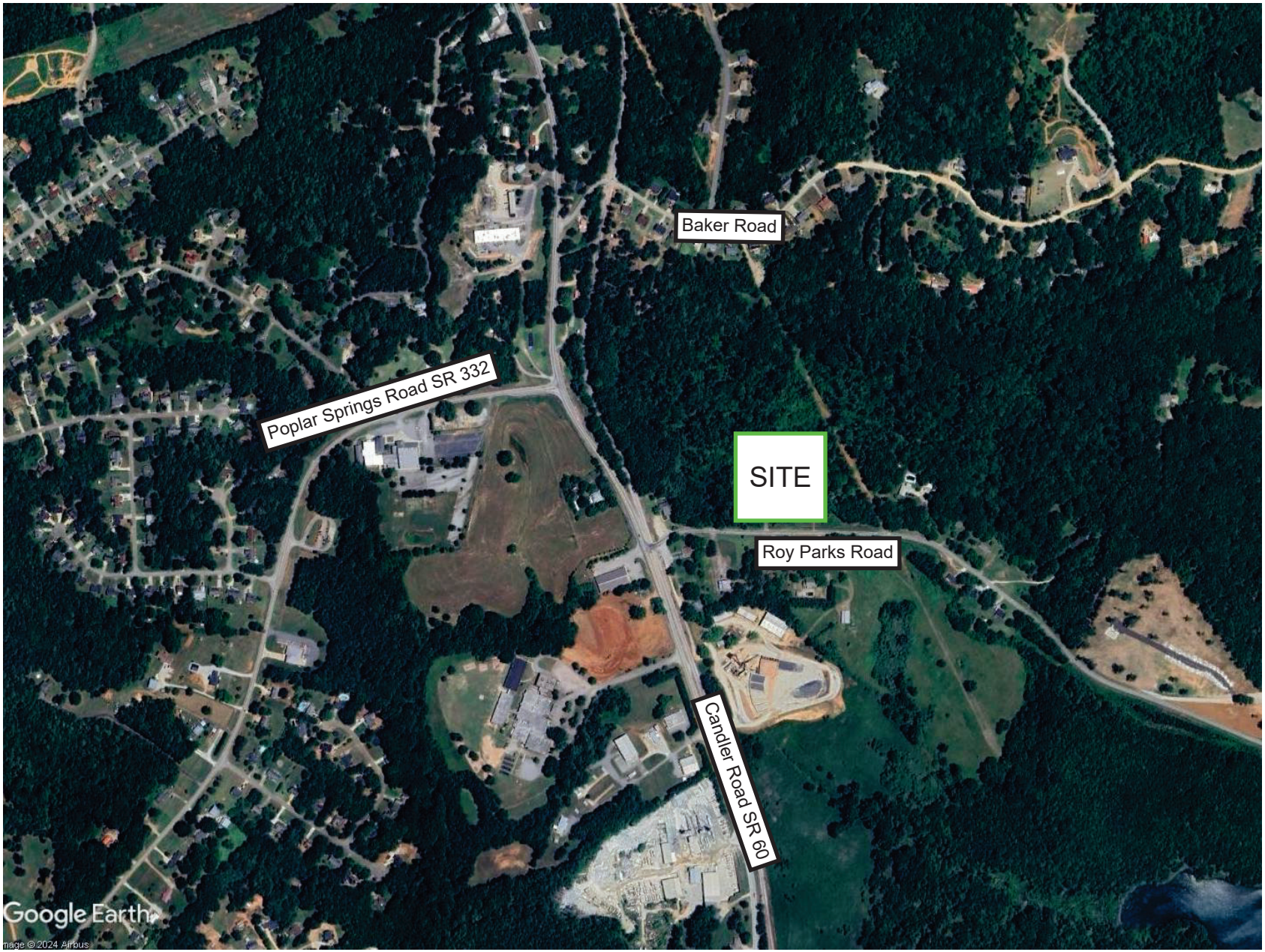
TABLE 3
PROJECTED TRAFFIC VOLUME SUMMARY [1]
Proposed Clean Eagle Interconnect Processing RNG Facility
Gainesville, Hall County, Georgia

Roadway Segment			Traffic Volumes [1]											
Name	Site ID	Location	2024 Existing AADT	Projected Daily Site Trips	Total AADT (existing + site)	Percentage of future Traffic	AM Peak Hour Traffic Volume (7:00 AM)				PM Peak Hour Traffic Volume (Study Area Peak 5:00 PM)			
							Two-Way Volume				Two-Way Volume			
							2024 Existing Peak Hour	Site Trips	Total Peak Hour Volume	Percentage of future Traffic	2024 Existing Peak Hour	Site Trips	Total Peak Hour Volume	Percentage of future Traffic
Roy Parks Road	139-8109	East of Candler Road	5,641	104	5,745	1.8%	330	14	344	4.1%	385	14	399	3.5%
Candler Road (SR 60)	139-0303	South of Lee Land Road (north of site)	14,178	104	14,282	0.7%	1,160	14	1,174	1.2%	1,411	14	1,425	1.0%
Candler Road (SR 60)	139-0307	north of I-985 interchange	29,580	104	29,684	0.4%	2,479	14	2,493	0.6%	2,541	14	2,555	0.5%
Dawsonville Highway (SR 53)	139-0258	south of McEver Road	31,620	104	31,724	0.3%	2,210	14	2,224	0.6%	2,920	14	2,934	0.5%
Dawsonville Highway (SR 53)	139-0267	east of Sardis Road	29,988	104	30,092	0.3%	2,069	14	2,083	0.7%	2,778	14	2,792	0.5%
Keith Bridge Road (SR 306)	117-0055	south of Leland Drive	14,280	104	14,384	0.7%	1,059	14	1,073	1.3%	1,337	14	1,351	1.0%
Browns Bridge Road (SR 369)	1174-0069	west of US 19	19,686	104	19,790	0.5%	1,679	14	1,693	0.8%	2,155	14	2,169	0.6%
Matt Highway (SR 369)	117-0063	east of McBrayer Road	9,517	104	9,621	1.1%	820	14	834	1.7%	972	14	986	1.4%

(1) From Table 1 and Table 2.

01.21.2025 - Item 3

FIGURES



Civil & Environmental Consultants, Inc.
700 Cherrington Parkway
Moon Township, PA 15108
Ph: 412.429.2324 · 800.365.2324
www.cecinc.com

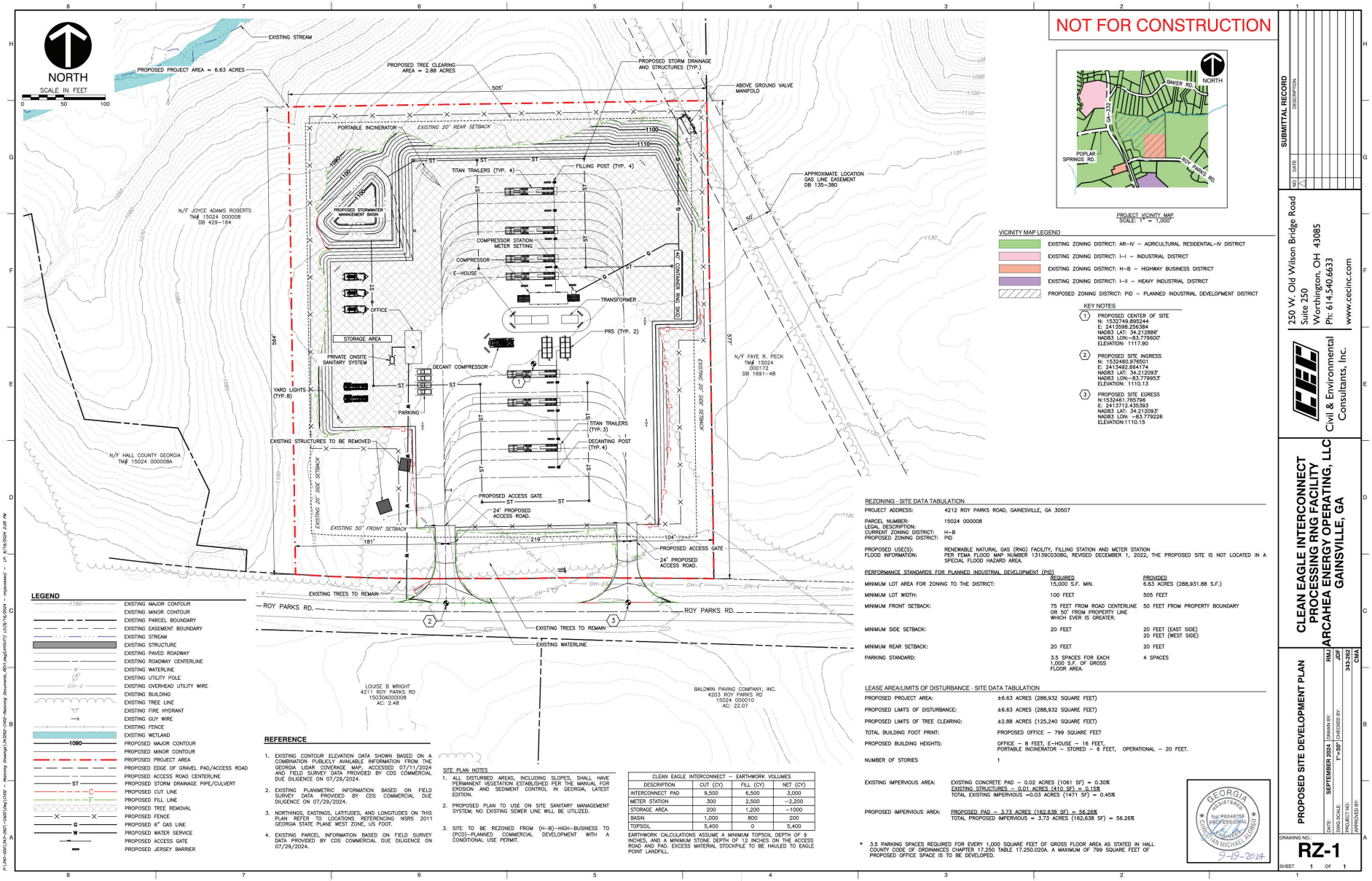
Clean Eagle Interconnect
Proposed RNG Facility
Gainsville, Hall County, Georgia

Site Location

DRAWN BY: CAD	CHECKED BY: CTZ	APPROVED BY: CAD	FIGURE NO.: 1
DATE: November 2024	DWG SCALE: nts	PROJECT NO.: 343-262	

01.21.2025 - Item 3

NOT FOR CONSTRUCTION



PROJECT VICINITY MAP
SCALE: 1" = 1,000'

VICINITY MAP LEGEND

- EXISTING ZONING DISTRICT: AR-IV – AGRICULTURAL RESIDENTIAL-IV DISTRICT
- EXISTING ZONING DISTRICT: I-I – INDUSTRIAL DISTRICT
- EXISTING ZONING DISTRICT: H-B – HIGHWAY BUSINESS DISTRICT
- EXISTING ZONING DISTRICT: I-II – HEAVY INDUSTRIAL DISTRICT
- PROPOSED ZONING DISTRICT: PID – PLANNED INDUSTRIAL DEVELOPMENT DISTRICT

KEY NOTES

1. PROPOSED CENTER OF SITE
   N: 1532749.895244
   E: 2413598.256384
   NAD83 LAT: 34.212886°
   NAD83 LON:-83.779600°
   ELEVATION: 1117.90
2. PROPOSED SITE INGRESS
   N: 1532460.976501
   E: 2413492.664174
   NAD83 LAT: 34.212093°
   NAD83 LON:-83.779953°
   ELEVATION: 1110.13
3. PROPOSED SITE EGRESS
   N:1532461.765796
   E: 2413712.435393
   NAD83 LAT: 34.212093°
   NAD83 LON: -83.779226
   ELEVATION1110.15

LEGEND

- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- EXISTING PARCEL BOUNDARY
- EXISTING EASEMENT BOUNDARY
- EXISTING STREAM
- EXISTING STRUCTURE
- EXISTING PAVED ROADWAY
- EXISTING ROADWAY CENTERLINE
- EXISTING WATERLINE
- EXISTING UTILITY POLE
- EXISTING OVERHEAD UTILITY WIRE
- EXISTING BUILDING
- EXISTING TREE LINE
- EXISTING FIRE HYDRANT
- EXISTING GUY WIRE
- EXISTING FENCE
- EXISTING WETLAND
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- PROPOSED PROJECT AREA
- PROPOSED EDGE OF GRAVEL PAD/ACCESS ROAD
- PROPOSED ACCESS ROAD CENTERLINE
- PROPOSED STORM DRAINAGE PIPE/CULVERT
- PROPOSED CUT LINE
- PROPOSED FILL LINE
- PROPOSED TREE REMOVAL
- PROPOSED FENCE
- PROPOSED 6" GAS LINE
- PROPOSED WATER SERVICE
- PROPOSED ACCESS GATE
- PROPOSED JERSEY BARRIER

REFERENCE

1. EXISTING CONTOUR ELEVATION DATA SHOWN BASED ON A COMBINATION PUBLICLY AVAILABLE INFORMATION FROM THE GEORGIA LIDAR COVERAGE MAP, ACCESSED 07/11/2024 AND FIELD SURVEY DATA PROVIDED BY CDS COMMERCIAL DUE DILIGENCE ON 07/29/2024.
2. EXISTING PLANIMETRIC INFORMATION BASED ON FIELD SURVEY DATA PROVIDED BY CDS COMMERCIAL DUE DILIGENCE ON 07/29/2024.
3. NORTHINGS, EASTINGS, LATITUDES, AND LONGITUDES ON THIS PLAN REFER TO LOCATIONS REFERENCING NSRS 2011 GEORGIA STATE PLANE WEST ZONE, US FOOT.
4. EXISTING PARCEL INFORMATION BASED ON FIELD SURVEY DATA PROVIDED BY CDS COMMERCIAL DUE DILIGENCE ON 07/29/2024.

SITE PLAN NOTES

1. ALL DISTURBED AREAS, INCLUDING SLOPES, SHALL HAVE PERMANENT VEGETATION ESTABLISHED PER THE MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA, LATEST EDITION.
2. PROPOSED PLAN TO USE ON SITE SANITARY MANAGEMENT SYSTEM; NO EXISTING SEWER LINE WILL BE UTILIZED.
3. SITE TO BE REZONED FROM (H-B)–HIGH–BUSINESS TO (PCD)–PLANNED COMMERCIAL DEVELOPMENT WITH A CONDITIONAL USE PERMIT.

CLEAN EAGLE INTERCONNECT – EARTHWORK VOLUMES

DESCRIPTION	CUT (CY)	FILL (CY)	NET (CY)
INTERCONNECT PAD	9,500	6,500	3,000
METER STATION	300	2,500	-2,200
STORAGE AREA	200	1,200	-1000
BASIN	1,000	800	200
TOPSOIL	5,400	0	5,400

EARTHWORK CALCULATIONS ASSUME A MINIMUM TOPSOIL DEPTH OF 9 INCHES, AND A MINIMUM STONE DEPTH OF 12 INCHES ON THE ACCESS ROAD AND PAD. EXCESS MATERIAL STOCKPILE TO BE HAULED TO EAGLE POINT LANDFILL.

REZONING - SITE DATA TABULATION

PROJECT ADDRESS:	4212 ROY PARKS ROAD, GAINESVILLE, GA 30507
PARCEL NUMBER:	15024 000008
LEGAL DESCRIPTION:	
CURRENT ZONING DISTRICT:	H-B
PROPOSED ZONING DISTRICT:	PID
PROPOSED USE(S):	RENEWABLE NATURAL GAS (RNG) FACILITY, FILLING STATION AND METER STATION
FLOOD INFORMATION:	PER FEMA FLOOD MAP NUMBER 13139C0308G, REVISED DECEMBER 1, 2022, THE PROPOSED SITE IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA.

PERFORMANCE STANDARDS FOR PLANNED INDUSTRIAL DEVELOPMENT (PID)

	REQUIRED	PROVIDED
MINIMUM LOT AREA FOR ZONING TO THE DISTRICT:	15,000 S.F. MIN.	6.63 ACRES (288,931.88 S.F.)
MINIMUM LOT WIDTH:	100 FEET	505 FEET
MINIMUM FRONT SETBACK:	75 FEET FROM ROAD CENTERLINE OR 50' FROM PROPERTY LINE WHICH EVER IS GREATER.	50 FEET FROM PROPERTY BOUNDARY
MINIMUM SIDE SETBACK:	20 FEET	20 FEET (EAST SIDE) 20 FEET (WEST SIDE)
MINIMUM REAR SETBACK:	20 FEET	20 FEET
PARKING STANDARD:	3.5 SPACES FOR EACH 1,000 S.F. OF GROSS FLOOR AREA.	4 SPACES

LEASE AREA/LIMITS OF DISTURBANCE - SITE DATA TABULATION

PROPOSED PROJECT AREA:	±6.63 ACRES (288,932 SQUARE FEET)
PROPOSED LIMITS OF DISTURBANCE:	±6.63 ACRES (288,932 SQUARE FEET)
PROPOSED LIMITS OF TREE CLEARING:	±2.88 ACRES (125,240 SQUARE FEET)
TOTAL BUILDING FOOT PRINT:	PROPOSED OFFICE – 799 SQUARE FEET
PROPOSED BUILDING HEIGHTS:	OFFICE – 8 FEET, E-HOUSE – 16 FEET, PORTABLE INCINERATOR – STORED – 6 FEET, OPERATIONAL – 20 FEET.
NUMBER OF STORIES	1
EXISTING IMPERVIOUS AREA:	EXISTING CONCRETE PAD – 0.02 ACRES (1061 SF) = 0.30% EXISTING STRUCTURES – 0.01 ACRES (410 SF) = 0.15% TOTAL EXISTING IMPERVIOUS =0.03 ACRES (1471 SF) = 0.45%
PROPOSED IMPERVIOUS AREA:	PROPOSED PAD – 3.73 ACRES (162,638 SF) = 56.26% TOTAL PROPOSED IMPERVIOUS = 3.73 ACRES (162,638 SF) = 56.26%

* 3.5 PARKING SPACES REQUIRED FOR EVERY 1,000 SQUARE FEET OF GROSS FLOOR AREA AS STATED IN HALL COUNTY CODE OF ORDINANCES CHAPTER 17.250 TABLE 17.250.020A. A MAXIMUM OF 799 SQUARE FEET OF PROPOSED OFFICE SPACE IS TO BE DEVELOPED.

GEORGIA REGISTERED No. PE048759 PROFESSIONAL ENGINEER CHRISTOPHER MICHAEL ARNOLD 5-9-2024

SUBMITTAL RECORD

NO.	DATE	DESCRIPTION
1		

250 W. Old Wilson Bridge Road
Suite 250
Worthington, OH 43085
Ph: 614.540.6633
www.cecinc.com
Civil & Environmental Consultants, Inc.

CLEAN EAGLE INTERCONNECT
PROCESSING RNG FACILITY
ARCAHEA ENERGY OPERATING, LLC
GAINSVILLE, GA

PROPOSED SITE DEVELOPMENT PLAN

DRAWN BY:	RMJ
CHECKED BY:	JDP
DATE:	SEPTEMBER 2024
DWG SCALE:	1"=50'
PROJECT NO:	343-262
APPROVED BY:	CMA

DRAWING NO.: RZ-1
SHEET 1 OF 1

Civil & Environmental Consultants, Inc.
700 Cherrington Parkway
Moon Township, PA 15108
Ph: 412.429.2324 · 800.365.2324
www.cecinc.com

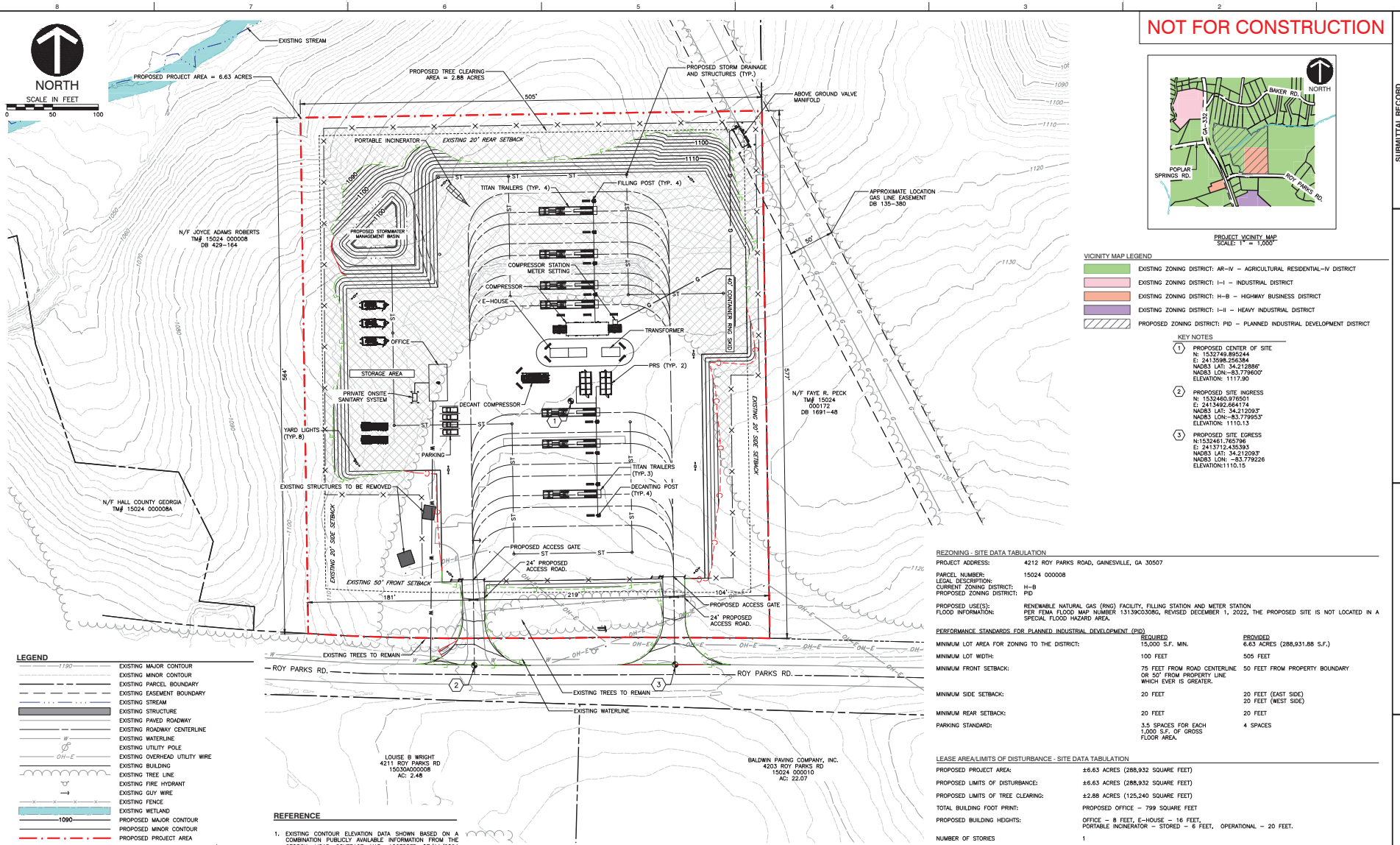
Clean Eagle Interconnect
Proposed RNG Facility
Gainsville, Hall County, Georgia

Site Plan

DRAWN BY: CAD	CHECKED BY: CTZ	APPROVED BY: CAD	FIGURE NO.: 2
DATE: November 2024	DWG SCALE: nts	PROJECT NO.: 343-262	

01.21.2025 - Item 3

NOT FOR CONSTRUCTION



PROJECT VICINITY MAP
SCALE: 1" = 1,000'

VICINITY MAP LEGEND

- EXISTING ZONING DISTRICT: AR–IV – AGRICULTURAL RESIDENTIAL–IV DISTRICT
- EXISTING ZONING DISTRICT: I–I – INDUSTRIAL DISTRICT
- EXISTING ZONING DISTRICT: H–B – HIGHWAY BUSINESS DISTRICT
- EXISTING ZONING DISTRICT: I–II – HEAVY INDUSTRIAL DISTRICT
- PROPOSED ZONING DISTRICT: PID – PLANNED INDUSTRIAL DEVELOPMENT DISTRICT

KEY NOTES

1. PROPOSED CENTER OF SITE
   N: 1532749.895244
   E: 2413598.256384
   NAD83 LAT: 34.212886°
   NAD83 LON: -83.779600°
   ELEVATION: 1117.90
2. PROPOSED SITE INGRESS
   N: 1532460.976501
   E: 2413492.664174
   NAD83 LAT: 34.212093°
   NAD83 LON: -83.779953°
   ELEVATION: 1110.13
3. PROPOSED SITE EGRESS
   N:1532461.765796
   E: 2413712.435393
   NAD83 LAT: 34.212093°
   NAD83 LON: -83.779226
   ELEVATION:1110.15

LEGEND

- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- EXISTING PARCEL BOUNDARY
- EXISTING EASEMENT BOUNDARY
- EXISTING STREAM
- EXISTING STRUCTURE
- EXISTING PAVED ROADWAY
- EXISTING ROADWAY CENTERLINE
- EXISTING WATERLINE
- EXISTING UTILITY POLE
- EXISTING OVERHEAD UTILITY WIRE
- EXISTING BUILDING
- EXISTING TREE LINE
- EXISTING FIRE HYDRANT
- EXISTING GUY WIRE
- EXISTING FENCE
- EXISTING WETLAND
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- PROPOSED PROJECT AREA
- PROPOSED EDGE OF GRAVEL PAD/ACCESS ROAD
- PROPOSED ACCESS ROAD CENTERLINE
- PROPOSED STORM DRAINAGE PIPE/CULVERT
- PROPOSED CUT LINE
- PROPOSED FILL LINE
- PROPOSED TREE REMOVAL
- PROPOSED FENCE
- PROPOSED 6" GAS LINE
- PROPOSED WATER SERVICE
- PROPOSED ACCESS GATE
- PROPOSED JERSEY BARRIER

REFERENCE

1. EXISTING CONTOUR ELEVATION DATA SHOWN BASED ON A COMBINATION PUBLICLY AVAILABLE INFORMATION FROM THE GEORGIA LIDAR COVERAGE MAP, ACCESSED 07/11/2024 AND FIELD SURVEY DATA PROVIDED BY CDS COMMERCIAL DUE DILIGENCE ON 07/29/2024.
2. EXISTING PLANIMETRIC INFORMATION BASED ON FIELD SURVEY DATA PROVIDED BY CDS COMMERCIAL DUE DILIGENCE ON 07/29/2024.
3. NORTHINGS, EASTINGS, LATITUDES, AND LONGITUDES ON THIS PLAN REFER TO LOCATIONS REFERENCING NSRS 2011 GEORGIA STATE PLANE WEST ZONE, US FOOT.
4. EXISTING PARCEL INFORMATION BASED ON FIELD SURVEY DATA PROVIDED BY CDS COMMERCIAL DUE DILIGENCE ON 07/29/2024.

SITE PLAN NOTES

1. ALL DISTURBED AREAS, INCLUDING SLOPES, SHALL HAVE PERMANENT VEGETATION ESTABLISHED PER THE MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA, LATEST EDITION.
2. PROPOSED PLAN TO USE ON SITE SANITARY MANAGEMENT SYSTEM; NO EXISTING SEWER LINE WILL BE UTILIZED.
3. SITE TO BE REZONED FROM (H–B)–HIGH–BUSINESS TO (PCD)–PLANNED COMMERCIAL DEVELOPMENT WITH A CONDITIONAL USE PERMIT.

CLEAN EAGLE INTERCONNECT – EARTHWORK VOLUMES

DESCRIPTION	CUT (CY)	FILL (CY)	NET (CY)
INTERCONNECT PAD	9,500	6,500	3,000
METER STATION	300	2,500	-2,200
STORAGE AREA	200	1,200	-1000
BASIN	1,000	800	200
TOPSOIL	5,400	0	5,400

EARTHWORK CALCULATIONS ASSUME A MINIMUM TOPSOIL DEPTH OF 9 INCHES, AND A MINIMUM STONE DEPTH OF 12 INCHES ON THE ACCESS ROAD AND PAD. EXCESS MATERIAL STOCKPILE TO BE HAULED TO EAGLE POINT LANDFILL.

REZONING - SITE DATA TABULATION

PROJECT ADDRESS:	4212 ROY PARKS ROAD, GAINESVILLE, GA 30507
PARCEL NUMBER:	15024 000008
LEGAL DESCRIPTION:	
CURRENT ZONING DISTRICT:	H–B
PROPOSED ZONING DISTRICT:	PID
PROPOSED USE(S):	RENEWABLE NATURAL GAS (RNG) FACILITY, FILLING STATION AND METER STATION
FLOOD INFORMATION:	PER FEMA FLOOD MAP NUMBER 13139C0308G, REVISED DECEMBER 1, 2022, THE PROPOSED SITE IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA.

PERFORMANCE STANDARDS FOR PLANNED INDUSTRIAL DEVELOPMENT (PID)

	REQUIRED	PROVIDED
MINIMUM LOT AREA FOR ZONING TO THE DISTRICT:	15,000 S.F. MIN.	6.63 ACRES (288,931.88 S.F.)
MINIMUM LOT WIDTH:	100 FEET	505 FEET
MINIMUM FRONT SETBACK:	75 FEET FROM ROAD CENTERLINE OR 50' FROM PROPERTY LINE WHICH EVER IS GREATER.	50 FEET FROM PROPERTY BOUNDARY
MINIMUM SIDE SETBACK:	20 FEET	20 FEET (EAST SIDE) 20 FEET (WEST SIDE)
MINIMUM REAR SETBACK:	20 FEET	20 FEET
PARKING STANDARD:	3.5 SPACES FOR EACH 1,000 S.F. OF GROSS FLOOR AREA.	4 SPACES

LEASE AREA/LIMITS OF DISTURBANCE - SITE DATA TABULATION

PROPOSED PROJECT AREA:	±6.63 ACRES (288,932 SQUARE FEET)
PROPOSED LIMITS OF DISTURBANCE:	±6.63 ACRES (288,932 SQUARE FEET)
PROPOSED LIMITS OF TREE CLEARING:	±2.88 ACRES (125,240 SQUARE FEET)
TOTAL BUILDING FOOT PRINT:	PROPOSED OFFICE – 799 SQUARE FEET
PROPOSED BUILDING HEIGHTS:	OFFICE – 8 FEET, E–HOUSE – 16 FEET, PORTABLE INCINERATOR – STORED – 6 FEET, OPERATIONAL – 20 FEET.
NUMBER OF STORIES	1
EXISTING IMPERVIOUS AREA:	EXISTING CONCRETE PAD – 0.02 ACRES (1061 SF) = 0.30% EXISTING STRUCTURES – 0.01 ACRES (410 SF) = 0.15% TOTAL EXISTING IMPERVIOUS =0.03 ACRES (1471 SF) = 0.45%
PROPOSED IMPERVIOUS AREA:	PROPOSED PAD – 3.73 ACRES (162,638 SF) = 56.26% TOTAL PROPOSED IMPERVIOUS = 3.73 ACRES (162,638 SF) = 56.26%

* 3.5 PARKING SPACES REQUIRED FOR EVERY 1,000 SQUARE FEET OF GROSS FLOOR AREA AS STATED IN HALL COUNTY CODE OF ORDINANCES CHAPTER 17.250 TABLE 17.250.020A. A MAXIMUM OF 799 SQUARE FEET OF PROPOSED OFFICE SPACE IS TO BE DEVELOPED.

GEORGIA REGISTERED PROFESSIONAL ENGINEER CHRISTIAN MICHAEL FLOWERS No. PE048759
9-19-2024

SUBMITTAL RECORD

NO	DATE	DESCRIPTION

250 W. Old Wilson Bridge Road
Suite 250
Worthington, OH 43085
Ph: 614.540.6633
www.cecinc.com
Civil & Environmental Consultants, Inc.

CLEAN EAGLE INTERCONNECT
PROCESSING RNG FACILITY
ARCAHEA ENERGY OPERATING, LLC
GAINSVILLE, GA

PROPOSED SITE DEVELOPMENT PLAN

DATE:	SEPTEMBER 2024
DWG SCALE:	1" = 50'
PROJECT NO:	
DRAWN BY:	RMJ
CHECKED BY:	JDF
	343-262
APPROVED BY:	CMA

DRAWING NO.:
RZ-1
SHEET 1 OF 1

P:\343-0001\343-0021-GRADING\GRD - Planning Drawings\343GRD_RZ01.dwg(LAYOUT1) - LEON 9/19/2024 - mjacobsen) - LD: 9/19/2024 2:28 PM

This survey coordinated, but not performed, by Commercial Due Diligence Services. Survey obtained from and certified to by a land surveyor licensed in the state property is located.

CDS COMMERCIAL DUE DILIGENCE SERVICES

1 TITLE DESCRIPTION

THIS LEGAL DESCRIPTION IS TENTATIVE, AND WILL BE REVISED UPON RECEIPT OF A CURRENT, ACCURATE SURVEY OF THE LAND.

ALL THAT 46.2 ACRE TRACT OF LAND LYING IN THE CANDLER DISTRICT GM 1385 OF HALL COUNTY, GEORGIA AND BEING SHOWN FULLY ON A PLAT OF "PROPERTY OF MARVIN WEST" WHICH PLAT WAS CERTIFIED BY WM. H. COLLINS, GEORGIA REGISTERED LAND SURVEYOR NUMBER 1435 OF FARLEY-COLLINS & ASSOCIATES, SURVEYORS, DATED JULY 1, 1965 AND RECORDED IN PLAT BOOK 44, PAGE 121 OF HALL COUNTY, GEORGIA DEED RECORDS TO WHICH PLAT AND THE RECORDING OF SAME REFERENCE IS HEREBY MADE FOR PURPOSES OF DESCRIPTION.

LESS AND EXCEPT FROM THE PROPERTY THE FOLLOWING TWO (2) TRACTS:

(A) PROPERTY CONVEYED BY DEED FROM MARVIN WEST TO FRANK T. PEPPER, DATED JULY 30, 1956, FILED FOR RECORD JULY 31, 1956, AND RECORDED IN DEED BOOK 163, PAGE 437, HALL COUNTY, GEORGIA RECORDS.
(B) PROPERTY CONVEYED BY WARRANTY DEED FROM JOYCE A. ROBERTS TO FAYE R. PECK, DATED DECEMBER 23, 1991, FILED FOR RECORD DECEMBER 26, 1991, AND RECORDED IN DEED BOOK 1691, PAGE 48, HALL COUNTY, GEORGIA RECORDS.

THE LAND SHOWN IN THIS SURVEY IS THE SAME AS THAT DESCRIBED IN FIRST AMERICAN TITLE INSURANCE COMPANY TITLE COMMITMENT NO. NCS-1219027-HOU1 BEARING AN EFFECTIVE DATE OF MAY 7 2024.

AS-MEASURED DESCRIPTION

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND LYING AND BEING SITUATE IN THE CANDLER DISTRICT GM 1385 OF HALL COUNTY, GEORGIA, WITH THE FOLLOWING METES AND BOUNDS TO WIT:

BEGINNING AT AN IRON PIN OLD 5/8" SOLID ROD, LOCATED ON THE NORTHERN RIGHT OF WAY OF ROY PARKS ROAD, SAID REBAR BEING 361.5' FROM THE CENTERLINE-CENTERLINE INTERSECTION OF GAINESVILLE-MIDLAND RAILROAD AND ROY PARKS ROAD; THENCE LEAVING SAID RIGHT OF WAY AND RUNNING THE FOLLOWING COURSES AND DISTANCES: N 02-35-26 E 25.95 FEET TO AN IRON PIN OLD 1/2" CRIMP TOP; THENCE N 84-27-45 W 60.78 FEET TO AN IRON PIN OLD 1/2" OPEN TOP; THENCE N 13-09-33 E 67.34 FEET TO AN IRON PIN OLD 1/2" OPEN TOP; THENCE N 26-31-54 W 84.67 FEET TO AN IRON PIN SET 1/2" REBAR; THENCE N 84-39-45 W 113.66 FEET TO AN IRON PIN SET 1/2" REBAR; THENCE N 18-33-38 W 136.20 FEET TO AN IRON PIN SET 1/2" REBAR; THENCE N 09-45-06 W 120.62 FEET TO AN IRON PIN OLD 3/4" BOLT (BENT); THENCE S 74-19-56 W 214.26 FEET TO AN IRON PIN OLD 3/4" BOLT, LOCATED ON THE EASTERN RIGHT OF WAY OF THE GAINESVILLE-MIDLAND RAILROAD; THENCE TURNING AND RUNNING ALONG SAID RIGHT OF WAY, THE FOLLOWING COURSES AND DISTANCES: N 24-48-01 W 57.24 FEET TO A POINT; THENCE N 26-21-44 W 58.17 FEET TO A POINT; THENCE N 25-34-47 W 54.46 FEET TO A POINT; THENCE N 24-45-24 W 52.94 FEET TO A POINT; THENCE N 22-42-00 W 54.71 FEET TO A POINT; THENCE N 20-48-19 W 56.09 FEET TO A POINT; THENCE N 15-06-15 W 47.52 FEET TO A POINT; THENCE N 11-34-51 W 42.75 FEET TO A POINT; THENCE N 07-45-11 W 49.01 FEET TO A POINT; THENCE N 03-51-45 W 49.42 FEET TO A POINT; THENCE N 00-06-45 W 44.75 FEET TO A POINT; THENCE N 03-29-06 E 46.69 FEET TO A POINT; THENCE N 06-56-37 E 50.74 FEET TO A POINT; THENCE N 08-33-56 E 50.71 FEET TO A POINT; THENCE N 08-55-57 E 49.32 FEET TO A POINT; THENCE TURNING AND LEAVING SAID RIGHT OF WAY AND RUNNING THE FOLLOWING COURSES AND DISTANCES: S 73-10-22 E 101.97 FEET TO AN IRON PIN OLD 5/8" REBAR (BENT); THENCE S 74-08-02 E 124.37 FEET TO AN IRON PIN OLD 1" OPEN TOP; THENCE S 82-08-51 E 94.72 FEET TO AN IRON PIN OLD 5/8" REBAR; THENCE S 84-37-11 E 78.48 FEET TO AN IRON PIN OLD 1/2" REBAR; THENCE S 84-38-26 E 305.83 FEET TO AN IRON PIN OLD 1/2" REBAR; THENCE S 34-07-15 E 185.31 FEET TO A POINT IN THE CENTERLINE OF A CREEK, CROSSING OVER AN IRON PIN SET 1/2" REBAR AT 155.31 FEET AS A REFERENCE; THENCE TURNING AND RUNNING WITH THE CENTERLINE OF SAID CREEK AS THE LINE, THE FOLLOWING COURSES AND DISTANCES: N 63-21-06 E 12.73 FEET TO A POINT; THENCE N 43-33-41 E 27.12 FEET TO A POINT; THENCE N 16-12-39 E 7.01 FEET TO A POINT; THENCE N 26-10-57 E 7.88 FEET TO A POINT; THENCE N 43-58-07 E 8.10 FEET TO A POINT; THENCE N 63-53-28 E 7.32 FEET TO A POINT; THENCE N 68-25-44 E 11.20 FEET TO A POINT; THENCE N 50-47-11 E 46.89 FEET TO A POINT; THENCE N 64-41-25 E 43.41 FEET TO A POINT; THENCE N 13-37-48 E 8.96 FEET TO A POINT; THENCE N 05-54-15 E 8.27 FEET TO A POINT; THENCE N 81-04-59 E 10.18 FEET TO A POINT; THENCE S 75-37-27 E 7.41 FEET TO A POINT; THENCE N 63-16-38 E 30.28 FEET TO A POINT; THENCE N 55-09-03 E 32.37 FEET TO A POINT; THENCE N 17-56-02 E 10.68 FEET TO A POINT; THENCE N 70-28-33 E 7.08 FEET TO A POINT; THENCE S 84-16-27 E 15.06 FEET TO A POINT; THENCE N 81-14-54 E 32.41 FEET TO A POINT; THENCE N 01-04-13 W 5.04 FEET TO A POINT; THENCE S 83-27-47 E 11.57 FEET TO A POINT; THENCE N 44-11-55 E 37.36 FEET TO A POINT; THENCE N 47-07-14 E 12.22 FEET TO A POINT; THENCE N 87-02-30 E 20.03 FEET TO A POINT; THENCE N 87-32-24 E 19.88 FEET TO A POINT; THENCE N 62-22-37 E 10.24 FEET TO A POINT; THENCE TURNING AND LEAVING SAID CENTERLINE OF CREEK AS THE LINE AND RUNNING S 00-51-28 E 1052.70 FEET TO AN IRON PIN OLD 3/8" REBAR (BENT) LOCATED ON THE NORTHERN RIGHT OF WAY OF ROY PARKS ROAD, CROSSING OVER AN IRON PIN SET 1/2" REBAR AT 20.80 FEET, SET AS A REFERENCE; THENCE TURNING AND RUNNING ALONG SAID RIGHT OF WAY, THE FOLLOWING COURSES AND DISTANCES: N 88-52-39 W 18.63 FEET TO A POINT; THENCE N 89-41-01 W 117.68 FEET TO A POINT; THENCE S 89-59-11 W 50.60 FEET TO A POINT; THENCE S 88-59-33 W 49.33 FEET TO A POINT; THENCE N 89-55-22 W 64.33 FEET TO A POINT; THENCE S 89-46-01 W 51.08 FEET TO A POINT; THENCE N 89-08-56 W 53.09 FEET TO A POINT; THENCE N 88-04-54 W 55.25 FEET TO A POINT; THENCE N 86-43-30 W 105.19 FEET TO THE POINT AND PLACE OF BEGINNING.

4 SURVEYOR CERTIFICATION

To: Clean Eagle RNG, LLC; First American Title Insurance Company & Commercial Due Diligence Services:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 5, 6(b), 7(a), 8, 11(b), 13, 16, 18 of Table A thereof.
The fieldwork was completed on July 16, 2024.

Date of Plat or Map: July 17, 2024

GEORGIA REGISTERED No. 3378 LAND SURVEYOR

Joseph T. Dyches, Jr., P.L.S.
State of Georgia Reg. No. 3378
cjones@sitedesign-inc.com

S240712(T0P0)

3 SCHEDULE 'B' ITEMS

NOTES CORRESPONDING TO SCHEDULE "B":

(12) EASEMENT FROM J.A. WEBB TO GEORGIA RAILWAY AND POWER COMPANY, DATED DECEMBER 22, 1914, FILED FOR RECORD AUGUST 19, 1915, AND RECORDED IN DEED BOOK 27, PAGE 479, HALL COUNTY, GEORGIA RECORDS. **UNABLE TO DETERMINE LOCATION BASED UPON DESCRIPTION - EASEMENT WIDTH UNDEFINED - NOTHING PLOTTED OR NOTED**

(13) EASEMENT FROM T.W. LANCASTER TO SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, DATED APRIL 1, 1937, FILED FOR RECORD JANUARY 25, 1938, AND RECORDED IN DEED BOOK 77, PAGE 311A, AFORESAID RECORDS. **UNABLE TO DETERMINE LOCATION BASED UPON DESCRIPTION - EASEMENT RIGHTS ARE BLANKET IN NATURE**

(14) EASEMENT FROM W.S. LANCASTER TO SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, DATED MARCH 31, 1937, FILED FOR RECORD JANUARY 25, 1938, AND RECORDED IN DEED BOOK 77, PAGE 311B, AFORESAID RECORDS. **UNABLE TO DETERMINE LOCATION BASED UPON DESCRIPTION - EASEMENT RIGHTS ARE BLANKET IN NATURE**

(15) RIGHT OF WAY FROM LOYD H. WEST TO GEORGIA GAS COMPANY, A CORPORATION, DATED MARCH 17, 1952, FILED FOR RECORD SEPTEMBER 26, 1952, AND RECORDED IN DEED BOOK 135, PAGE 380, AFORESAID RECORDS. (SEE PLAT RECORDED IN PLAT BOOK 11, PAGES 55, 56, 57 AND 58, AFORESAID RECORDS) **50' EASEMENT PLOTTED AND NOTED HEREON PLATS NOT LEGIBLE AS PROVIDED)**

(16) INTENTIONALLY DELETED

(17) INTENTIONALLY DELETED

(18) INTENTIONALLY DELETED

(19) RIGHT OF WAY FOR RAILROAD, SWITCH TRACKS, RAILROAD FACILITIES AND OTHER RELATED EASEMENTS, IF ANY, LOCATED ON, ACROSS OR ALONG THE WEST LOT LINE OF THE LAND. (SEE REFERENCE TO RAILROAD RIGHT OF WAY RECORDED IN DEED FROM EDWIN SKINNER AND ROSANA SKINNER TO H.B. BATES, DATED JULY 20, 1883, AND RECORDED IN DEED BOOK O, PAGE 222, AFORESAID RECORDS.) **AS PLOTTED/NOTED HEREON**

8 ZONING INFORMATION

SITE RESTRICTION:
AR-IV, Agricultural Residential-IV District and H-B, Highway Business
Jurisdiction: Hall County, GA

SETBACKS
Front: AR-IV – 65 feet from center line of road or 40 feet from property line, whichever is greater; H-B – 55 feet from center line of road or 30 feet from property line, whichever is greater
Side: AR-IV – 15 feet; H-B – 20 feet
Rear: AR-IV – 25 feet; H-B – 10 feet

Height: None stated
Minimum Lot Area: AR-IV – 43,560 square feet w/ public water; 63,340 square feet w/o public water; H-B – 15,000 square feet
Minimum Lot Width: AR-IV – 50 feet; H-B – 100 feet
Minimum Lot Depth: None noted
Maximum Bldg. Coverage: None noted
Floor Area Ratio: None noted
Residential Density: None noted

Parking Space Formula: Industrial Uses - 1.6 spaces / 1,000 square feet of GFA

Zoning information obtained from:

CDS
Zoning Compliance Report
3550 W. Robinson St., 3rd Floor
Norman, OK 73072
(888) 322-7371
cds.solutions@firstam.com

Prepared for: BP America, Inc.
Dated: September 17, 2024
Job #24-05-0068

6 CEMETERY

There is no visible evidence of cemeteries on the subject property at the time of survey.

7 POSSIBLE ENCROACHMENTS

A Adjoiner's wire fence encroachment (2.2')

Approved CDS Surveyor

Surveyors Name:
Site Design, Inc.
225 Rocky Creek Road
Greenville, SC 29615
864-271-0496
email: cjones@sitedesign-inc.com

2 TITLE INFORMATION

The Title Description and Schedule B items hereon are from First American Title Insurance Company, Commitment No. NCS-1219027-HOU1 dated May 7, 2024.

5 FLOOD INFORMATION

By graphic plotting only, this property is located in Zone "X", Zone 'X' Shaded, Zone "AE", & Floodway, of the Flood Insurance Rate Map, Community Panel No. 13139C0308G & 13139C0310G, which bears an effective date of December 01, 2022 and is not located in a special flood hazard area. No field surveying was performed to determine this Zone and an elevation certificate may be needed to verify this determination or apply for a variance from the Federal Emergency Management Agency.

Zone "X" defined as areas determined to be outside the 0.2% annual chance floodplain

12 PARKING INFORMATION

0 Standard Spaces
0 Handicap Spaces
0 Total Parking Spaces

13 LAND AREA

974,265 square feet
22.366 Acres

14 BUILDING AREA

BUILDING
N/A

Property unimproved at time of field survey

15 BUILDING HEIGHT

BUILDING
N/A

Property unimproved at time of field survey

9 LEGEND

PROPERTY LINE
POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
CONCRETE
M/L MORE OR LESS
RAILROAD TRACK
X FENCE
(N.T.S.) NOT TO SCALE
℄ CENTERLINE
(M) MEASURED CALL
(R) RECORD CALL
B/L BUILDING LINE
IPS IRON PIN SET
IPO IRON PIN OLD
BHL BUILDING HEIGHT LOCATION

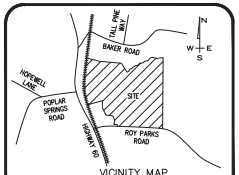
FP FLAG POLE
HANDICAP PARKING
TELEPHONE PEDESTAL
CABLE TV PEDESTAL
DROP INLET
MW MONITORING WELL
SEWER MANHOLE
TELEPHONE BOX
UTILITY POLE
FIRE HYDRANT
ELECTRIC METER
GAS METER
WATER METER
ELECTRIC CONTROL CABINET
LIGHT POLE
ELECTRIC TRANSFORMER
CLEANOUT
GUY ANCHOR
STORM DRAIN MANHOLE
TELEPHONE PEDESTAL
GREASE TRAP MANHOLE
OHP OVERHEAD ELECTRIC LINES
BUILDING SETBACK LINE
EASEMENT LINE

17 NORTH ARROW / SCALE

SCALE : 1" = 60'

0 30 60 120

16 VICINITY MAP



VICINITY MAP
NO SCALE

11 SURVEYOR'S NOTES

1. No observable evidence of earth moving work, building construction or building additions within recent months.

2. No observable evidence of changes in street right of way lines completed, and available from the controlling jurisdiction and no observable evidence of recent street or sidewalk construction or repairs.

3. Property has direct access to Roy Parks Road

4. All statements within the certification, and other references located elsewhere hereon, related to: utilities, improvements, structures, buildings, party walls, parking, easements, servitudes, and encroachments; are based solely on above ground, visible evidence, unless another source of information is specifically referenced hereon.

5. Reference Plat: Plat Book 44, Page 121

6. Reference Deed: DB 429-164; DB 1691-48

7. IPS 1/2" RB at all corners unless noted otherwise.

8. Hall County Parcel #: 15-00024-00-008

9. Current Owner: Estate of Joyce A. Roberts

10 BASIS OF BEARINGS

GA Grid West was used as the Basis of Bearings for this survey.

Key to CDS ALTA Survey

1 TITLE DESCRIPTION
2 TITLE INFORMATION
3 SCHEDULE 'B' ITEMS
4 SURVEYOR CERTIFICATION
5 FLOOD INFORMATION
6 CEMETERY
7 POSSIBLE ENCROACHMENTS
8 ZONING INFORMATION
9 LEGEND
10 BASIS OF BEARING
11 SURVEYOR'S NOTES
12 PARKING INFORMATION
13 LAND AREA
14 BUILDING AREA
15 BUILDING HEIGHT
16 VICINITY MAP
17 NORTH ARROW / SCALE
18 CLIENT INFORMATION BOX
19 SURVEY DRAWING
20 PROJECT ADDRESS

18 ALTA/NSPS Land Title Survey

This survey prepared in accordance with the "2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys" (Effective February 23, 2021)

This Work Coordinated By:
FA Commercial Due Diligence Services Co.

CDS COMMERCIAL DUE DILIGENCE SERVICES
3550 W. Robinson Street, Third Floor
Norman, Oklahoma 73072
Office: 405-253-2444
website: www.firstamcds.com
Toll Free: 888.322.7371

Drwn By: HS	Date: AUGUST 6, 2024 Revision: COMMENTS
Surveyor Ref.No: S240712	Date: AUGUST 22, 2024 Revision: REV. TITLE
Aprvd By: ACJ	Date: SEPT. 19, 2024 Revision: ADD ZONING
Field Date: JULY 16, 2024	Date: Revision:
Scale: 1"=60'	

Prepared For:

Client Ref. No:

20 PROJECT ADDRESS

4212 Roy Parks Road
Gainesville, GA

Project Name:
Roy Parks Road, Hall County, GA

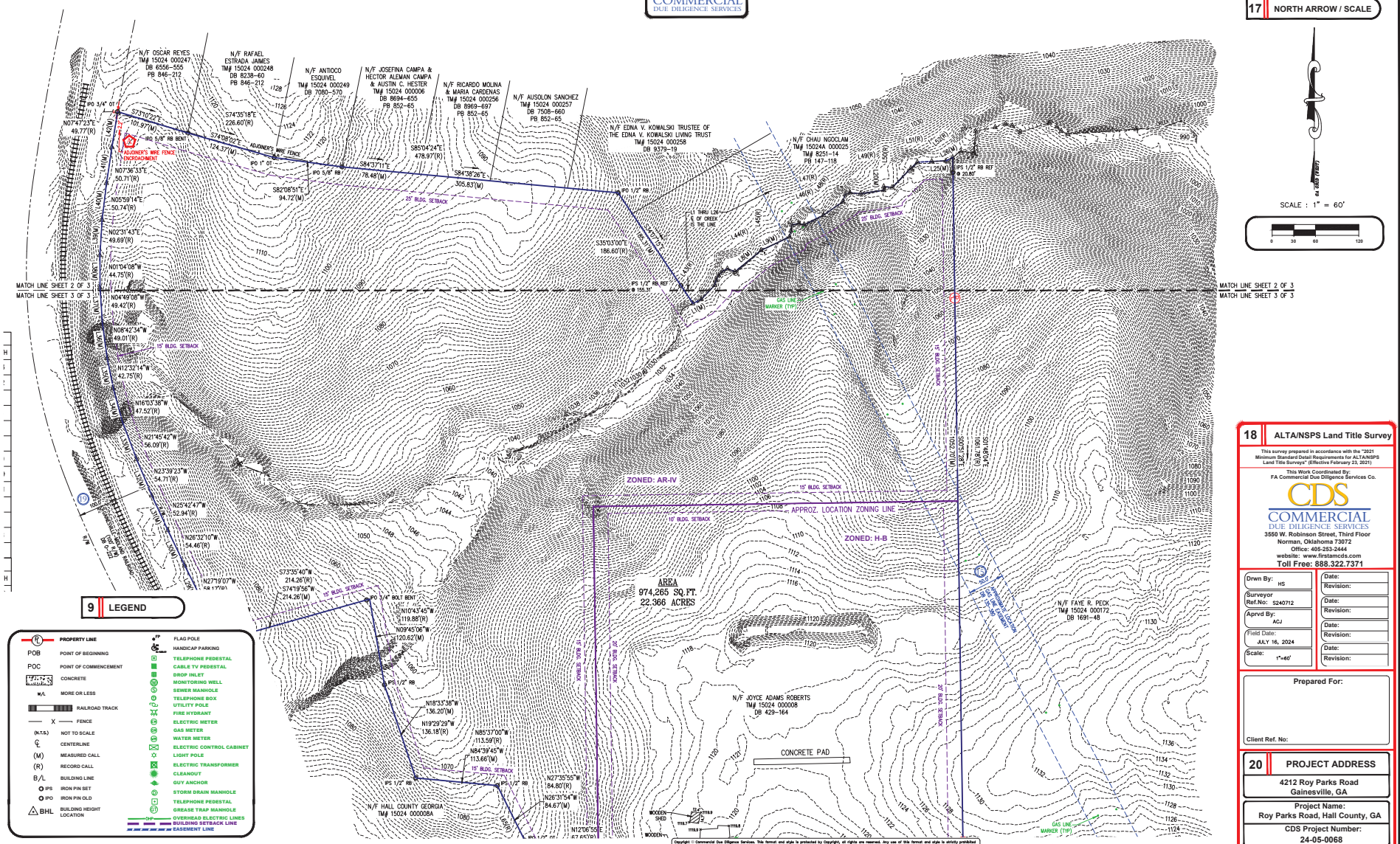
CDS Project Number:
24-05-0068

Copyright © Commercial Due Diligence Services. This format and style is protected by Copyright, all rights are reserved. Any use of this format and style is strictly prohibited without prior all rights are reserved. Any use of this format and style is strictly prohibited without prior written permission from Commercial Due Diligence Services.

This survey coordinated, but not performed, by Commercial Due Diligence Services. Survey obtained from and certified to by a land surveyor licensed in the state property is located.

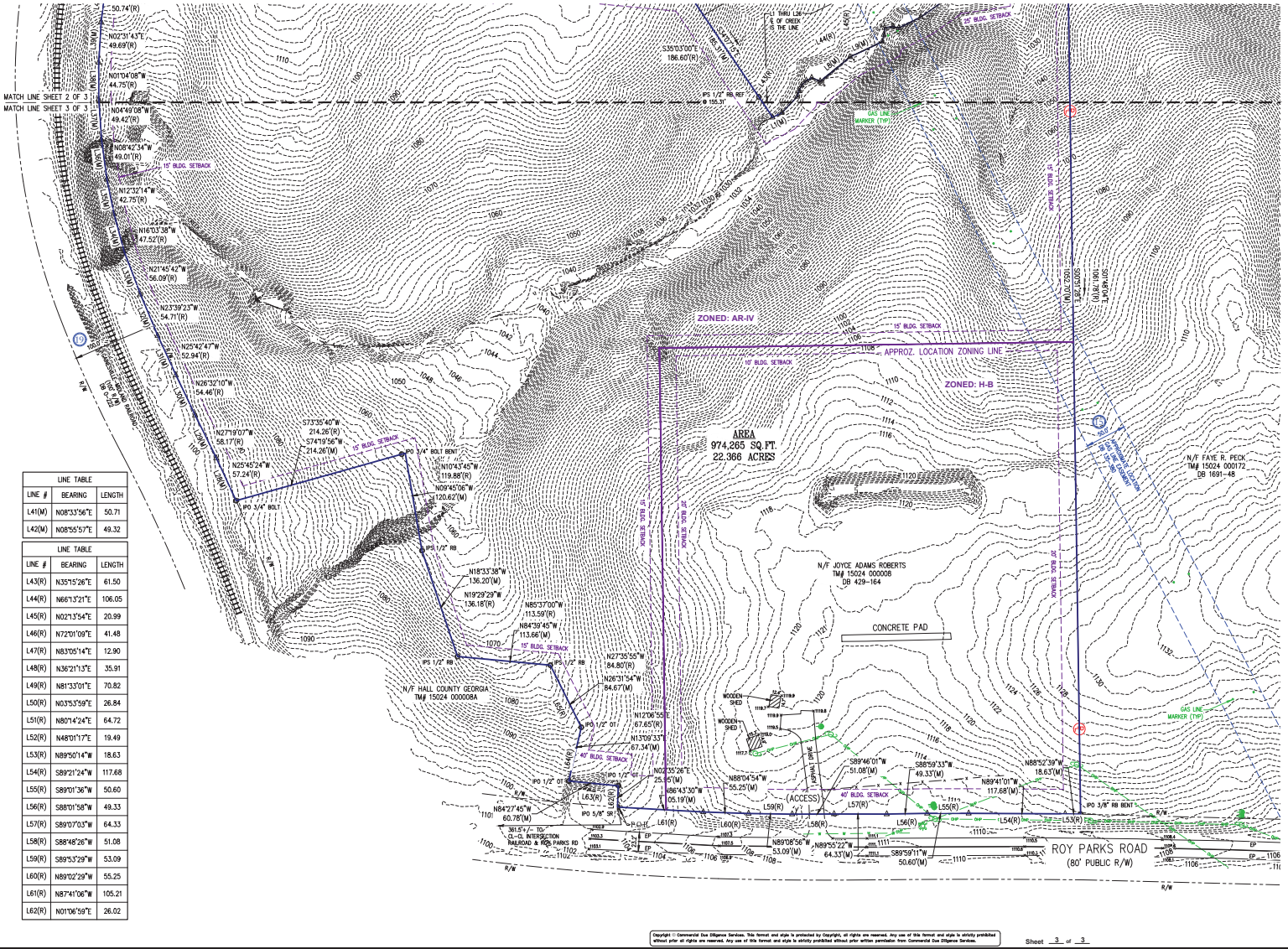
This survey coordinated, but not performed, by Commercial Due Diligence Services. Survey obtained from and certified to by a land surveyor licensed in the state property is located.

CDS COMMERCIAL DUE DILIGENCE SERVICES


N/F OSCAR REYES TM# 15024 000247 DB 6556–555 PB 846–212
N/F RAFAEL ESTRADA JAIMES TM# 15024 000248 DB 8239–60 PB 846–212
N/F ANTIOCO ESQUIVEL TM# 15024 000249 DB 7080–570
N/F JOSEFINA CAMPA & HECTOR ALEMAN CAMPA & AUSTIN C. HESTER TM# 15024 000006 DB 8694–655 PB 852–65
N/F RICARDO MOLINA & MARIA CARDENAS TM# 15024 000256 DB 8969–697 PB 852–65
N/F AUSOLON SANCHEZ TM# 15024 000257 DB 7505–660 PB 852–65
N/F EDNA V. KOWALSKI TRUSTEE OF THE EDNA V. KOWALSKI LIVING TRUST TM# 15024 000258 DB 9379–19
N/F CHAU NGOCLAM TM# 15024A 000025 TM# 8251–14 PB 147–118
N/F FAYE R. PECK TM# 15024 000172 DB 1691–48
N/F JOYCE ADAMS ROBERTS TM# 15024 000008 DB 429–164
N/F HALL COUNTY GEORGIA TM# 15024 000008A
MATCH LINE SHEET 2 OF 3
MATCH LINE SHEET 3 OF 3
ZONED: AR-IV
ZONED: H-B
APPROX. LOCATION ZONING LINE
AREA
974,265 SQ. FT.
22.366 ACRES
CONCRETE PAD
ADJOINER'S WIRE FENCE (ENCROACHMENT)
25' BLDG. SETBACK
15' BLDG. SETBACK
10' BLDG. SETBACK
GAS LINE MARKER (TYP)
GAS LINE
WOODEN SHED
IPO 3/4" OT
IPO 5/8" RB BENT
IPO 1" OT
IPO 5/8" RB
IPS 1/2" RB
IPS 1/2" RB REF @ 20.60'
IPS 1/2" RB REF @ 155.31'
IPO 3/4" BOLT BENT
S73°10'22"E 101.97'(M)
S74°35'18"E 226.60'(R)
S74°38'02"E 124.37'(M)
S84°37'11"E 78.48'(M)
S82°08'51"E 94.72'(M)
S85°04'24"E 478.97'(R)
S84°38'26"E 305.83'(M)
S35°03'00"E 186.60'(R)
S27°37'34"E 186.60'(M)
N07°47'23"E 49.77'(R)
N07°36'33"E 50.71'(R)
N05°59'14"E 50.74'(R)
N02°31'43"E 49.69'(R)
N01°04'08"W 44.75'(R)
N04°49'06"W 49.42'(R)
N08°42'34"W 49.01'(R)
N12°32'14"W 42.75'(R)
N16°03'36"W 47.52'(R)
N21°45'42"W 56.09'(R)
N23°39'23"W 54.71'(R)
N25°42'47"W 52.94'(R)
N26°32'10"W 54.46'(R)
N27°19'07"W 58.17'(R)
S73°35'40"W 214.26'(R)
S74°19'56"W 214.26'(M)
N10°43'45"W 119.88'(R)
N09°45'06"W 120.62'(M)
N18°33'38"W 136.20'(M)
N19°29'29"W 136.18'(R)
N85°37'00"W 113.59'(R)
N84°39'45"W 113.66'(M)
N27°35'55"W 84.80'(R)
N26°31'54"W 84.67'(M)
N12°06'55"E 67.65'(R)
L1 THRU L26 & L1 OF CREEK & TIE LINE
L27(R) L28(R) L29(R) L30(R) L31(R) L32(R) L33(R) L34(R) L35(R) L36(R) L37(R) L38(R) L39(R) L40(R) L41(R) L42(R) L43(R) L44(R) L45(R) L46(R) L47(R) L48(R) L49(R) L50(R) L51(R) L52(R) L53(R) L54(R) L55(R) L56(R) L57(R) L58(R) L59(R) L60(R) L61(R) L62(R) L63(R) L64(R) L65(R) L66(R) L67(R) L68(R) L69(R) L70(R) L71(R) L72(R) L73(R) L74(R) L75(R) L76(R) L77(R) L78(R) L79(R) L80(R) L81(R) L82(R) L83(R) L84(R) L85(R) L86(R) L87(R) L88(R) L89(R) L90(R) L91(R) L92(R) L93(R) L94(R) L95(R) L96(R) L97(R) L98(R) L99(R) L100(R) L101(R) L102(R) L103(R) L104(R) L105(R) L106(R) L107(R) L108(R) L109(R) L110(R) L111(R) L112(R) L113(R) L114(R) L115(R) L116(R) L117(R) L118(R) L119(R) L120(R) L121(R) L122(R) L123(R) L124(R) L125(M) L126(M) L127(M) L128(M) L129(M) L130(M) L131(M) L132(M) L133(M) L134(M) L135(M) L136(M) L137(M) L138(M) L139(M) L140(M) L141(M) L142(M) L143(M) L144(M) L145(M) L146(M) L147(M) L148(M) L149(M) L150(M) L151(M) L152(M) L153(M) L154(M) L155(M) L156(M) L157(M) L158(M) L159(M) L160(M) L161(M) L162(M) L163(M) L164(M)

This survey coordinated, but not performed, by Commercial Due Diligence Services. Survey obtained from and certified to by a land surveyor licensed in the state property is located.

CDS COMMERCIAL DUE DILIGENCE SERVICES



LINE TABLE		
LINE #	BEARING	LENGTH
L1(M)	N63°21'06"E	12.73
L2(M)	N43°33'41"E	27.12
L3(M)	N16°12'39"E	7.01
L4(M)	N26°10'57"E	7.88
L5(M)	N43°58'07"E	8.10
L6(M)	N63°53'28"E	7.32
L7(M)	S68°25'44"E	11.20
L8(M)	N50°47'11"E	46.89
L9(M)	N64°41'25"E	43.41
L10(M)	N13°37'48"E	8.96
L11(M)	N05°54'15"E	8.27
L12(M)	N81°04'59"E	10.18
L13(M)	S75°37'27"E	7.41

LINE TABLE		
LINE #	BEARING	LENGTH
L14(M)	N63°16'38"E	30.28
L15(M)	N55°09'03"E	32.37
L16(M)	N17°56'02"E	10.68
L17(M)	N70°28'33"E	7.08
L18(M)	S84°16'27"E	15.06
L19(M)	N81°14'54"E	32.41
L20(M)	N01°04'13"W	5.04
L21(M)	S83°27'47"E	11.57
L22(M)	N44°11'55"E	37.36
L23(M)	N47°07'14"E	12.22
L24(M)	N87°02'30"E	20.03
L25(M)	N87°32'24"E	19.88
L26(M)	N62°22'37"E	10.24

LINE TABLE		
LINE #	BEARING	LENGTH
L28(M)	N24°48'01"W	57.24
L29(M)	N26°21'44"W	58.17
L30(M)	N25°34'47"W	54.46
L31(M)	N24°45'24"W	52.94
L32(M)	N22°42'00"W	54.71
L33(M)	N20°48'19"W	56.09
L34(M)	N15°06'15"W	47.52
L35(M)	N11°34'51"W	42.75
L36(M)	N07°45'11"W	49.01
L37(M)	N03°51'45"W	49.42
L38(M)	N00°06'45"W	44.75
L39(M)	N03°29'06"E	49.69
L40(M)	N06°56'37"E	50.74

LINE TABLE		
LINE #	BEARING	LENGTH
L41(M)	N08°33'56"E	50.71
L42(M)	N08°55'57"E	49.32

LINE TABLE		
LINE #	BEARING	LENGTH
L43(R)	N35°15'26"E	61.50
L44(R)	N66°13'21"E	106.05
L45(R)	N02°13'54"E	20.99
L46(R)	N72°01'09"E	41.48
L47(R)	N83°05'14"E	12.90
L48(R)	N36°21'13"E	35.91
L49(R)	N81°33'01"E	70.82
L50(R)	N03°53'59"E	26.84
L51(R)	N80°14'24"E	64.72
L52(R)	N48°01'17"E	19.49
L53(R)	N89°50'14"W	18.63
L54(R)	S89°21'24"W	117.68
L55(R)	S89°01'36"W	50.60
L56(R)	S88°01'58"W	49.33
L57(R)	S89°07'03"W	64.33
L58(R)	S88°48'26"W	51.08
L59(R)	N89°02'29"W	53.09
L60(R)	N89°02'29"W	55.25
L61(R)	N87°41'06"W	105.21
L62(R)	N01°06'59"E	26.02

17 NORTH ARROW / SCALE

SCALE : 1" = 60'

0 30 60 120

18 ALTA/NSPS Land Title Survey

This survey prepared in accordance with the "2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys" (Effective February 23, 2021)

This Work Coordinated By:
FA Commercial Due Diligence Services Co.
CDS COMMERCIAL DUE DILIGENCE SERVICES
3550 W. Robinson Street, Third Floor
Norman, Oklahoma 73072
Office: 405-253-2444
website: www.firstamcds.com
Toll Free: 888.322.7371

Drwn By:	HS	Date: / Revision:	
Surveyor Ref.No:	S240712	Date: / Revision:	
Aprvd By:	ACJ	Date: / Revision:	
Field Date:	JULY 16, 2024	Date: / Revision:	
Scale:	1"=60'	Date: / Revision:	

Prepared For:

Client Ref. No:

20 PROJECT ADDRESS

4212 Roy Parks Road
Gainesville, GA

Project Name:
Roy Parks Road, Hall County, GA

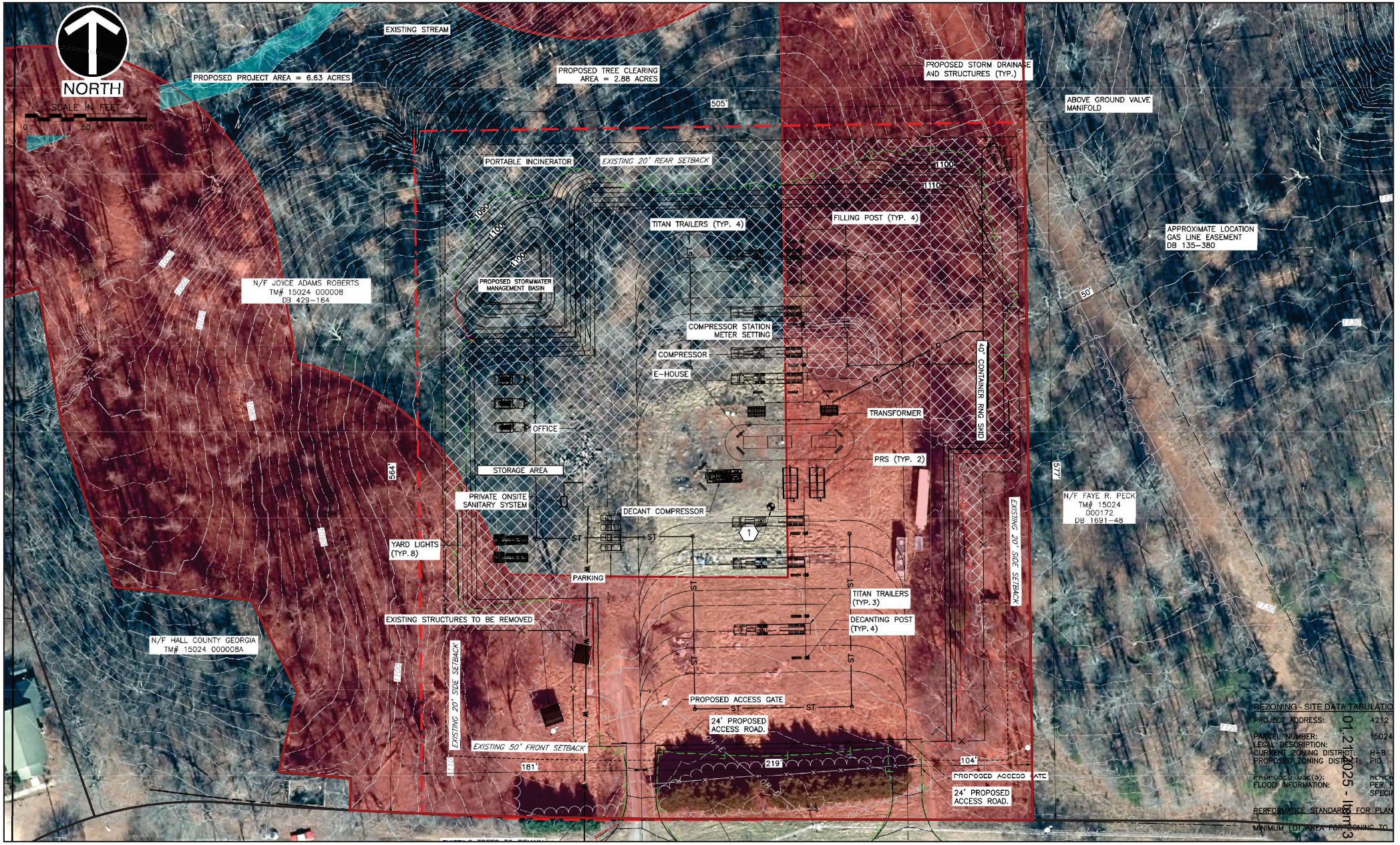
CDS Project Number:
24-05-0068

S240712(TOPO)

Copyright © Commercial Due Diligence Services. This format and style is protected by Copyright, all rights are reserved. Any use of this format and style is strictly prohibited without prior all rights are reserved. Any use of this format and style is strictly prohibited without prior written permission from Commercial Due Diligence Services.

This survey coordinated, but not performed, by Commercial Due Diligence Services. Survey obtained from and certified to by a land surveyor licensed in the state property is located.

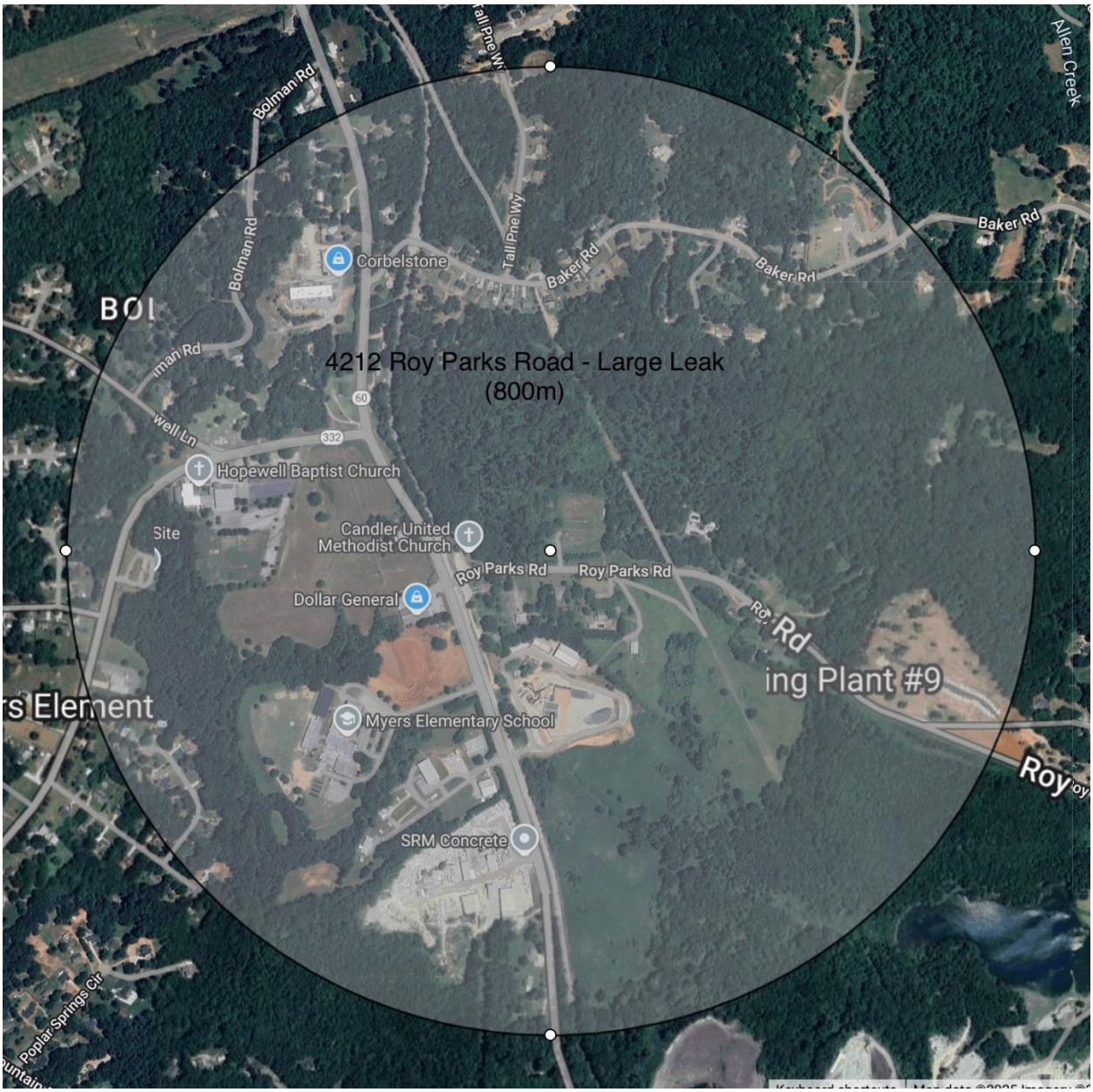
01.21.2025 - Item 3


NORTH
SCALE IN FEET
0
50
100
EXISTING STREAM
PROPOSED PROJECT AREA = 6.63 ACRES
PROPOSED TREE CLEARING AREA = 2.88 ACRES
PROPOSED STORM DRAINAGE AND STRUCTURES (TYP.)
ABOVE GROUND VALVE MANIFOLD
505'
PORTABLE INCINERATOR
EXISTING 20' REAR SETBACK
1100
1110
1090
1100
1090
TITAN TRAILERS (TYP. 4)
FILLING POST (TYP. 4)
APPROXIMATE LOCATION GAS LINE EASEMENT DB 135-380
N/F JOYCE ADAMS ROBERTS TM# 15024 000008 DB 429-164
PROPOSED STORMWATER MANAGEMENT BASIN
COMPRESSOR STATION METER SETTING
COMPRESSOR
E-HOUSE
40' CONTAINER RNG SMD
TRANSFORMER
OFFICE
PRS (TYP. 2)
564'
STORAGE AREA
PRIVATE ONSITE SANITARY SYSTEM
DECANT COMPRESSOR
N/F FAYE R. PECK TM# 15024 000172 DB 1891-48
YARD LIGHTS (TYP. 8)
PARKING
EXISTING 20' SIDE SETBACK
TITAN TRAILERS (TYP. 3)
EXISTING STRUCTURES TO BE REMOVED
DECANTING POST (TYP. 4)
N/F HALL COUNTY GEORGIA TM# 15024 000008A
PROPOSED ACCESS GATE
24' PROPOSED ACCESS ROAD.
EXISTING 20' SIDE SETBACK
EXISTING 50' FRONT SETBACK
181'
219'
104'
PROPOSED ACCESS GATE
24' PROPOSED ACCESS ROAD.
50'
REZONING - SITE DATA TABULATIO
PROJECT ADDRESS: 4212
PARCEL NUMBER: 15024
LEGAL DESCRIPTION:
CURRENT ZONING DISTRICT: H-B
PROPOSED ZONING DISTRICT: PID
PROPOSED USE(S): RENEW
FLOOD INFORMATION: PER M SPECIA
PERFORMANCE STANDARDS FOR PLAN
MINIMUM LOT AREA FOR ZONING TO
01.21.2025 - Item 13

100m (328ft) Small Leak Initial Isolation Distance

55 gallons, 200lbs, or 200 cubic feet or less

Source: 2024 Emergency Response Guidebook (ERG), CAMEO Chemicals Software, MARPLOT Mapping Software. Hall County Fire Rescue Hazardous Materials Team



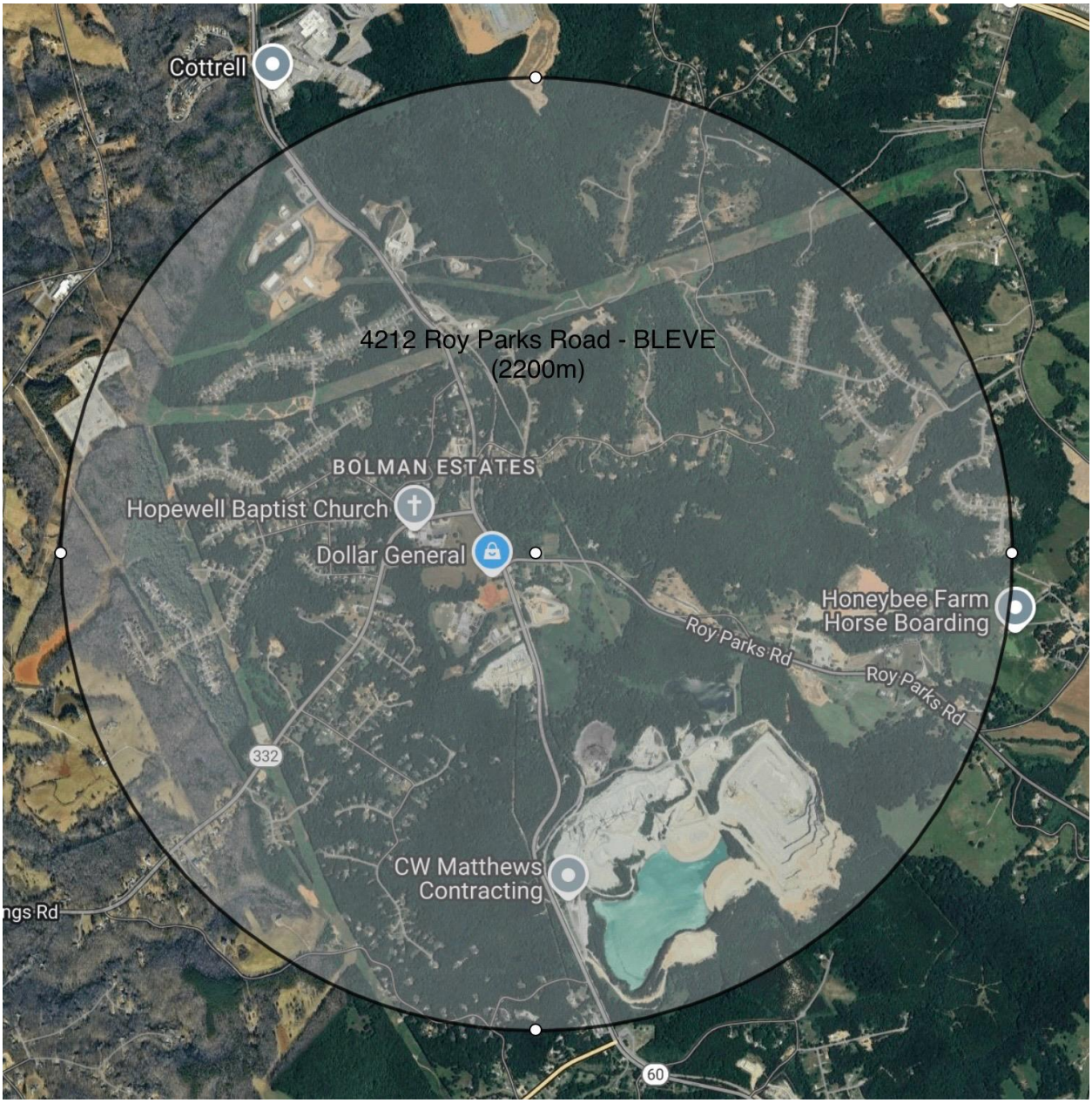
800m (2625ft) Large Leak Initial Isolation Distance

55 gallons, 200lbs, or 200 cubic feet or greater

Source: 2024 Emergency Response Guidebook (ERG), CAMEO Chemicals Software, MARPLOT Mapping Software. Hall County Fire Rescue Hazardous Materials Team

1600m (5249ft) Fire Involved Initial Isolation Distance

Source: 2024 Emergency Response Guidebook (ERG), CAMEO Chemicals Software, MARPLOT Mapping Software. Hall County Fire Rescue Hazardous Materials Team



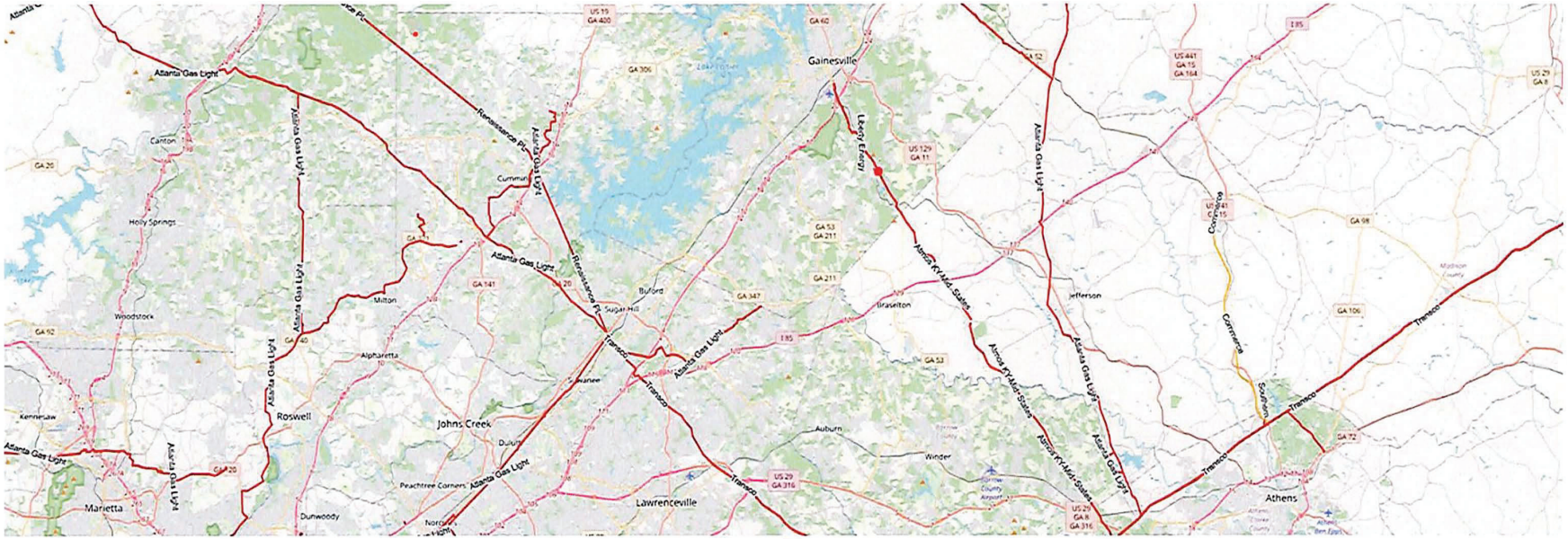
2200m (7218ft) BLEVE Initial Isolation Distance

Boling Liquid Expanding Vapor Explosion (BLEVE)

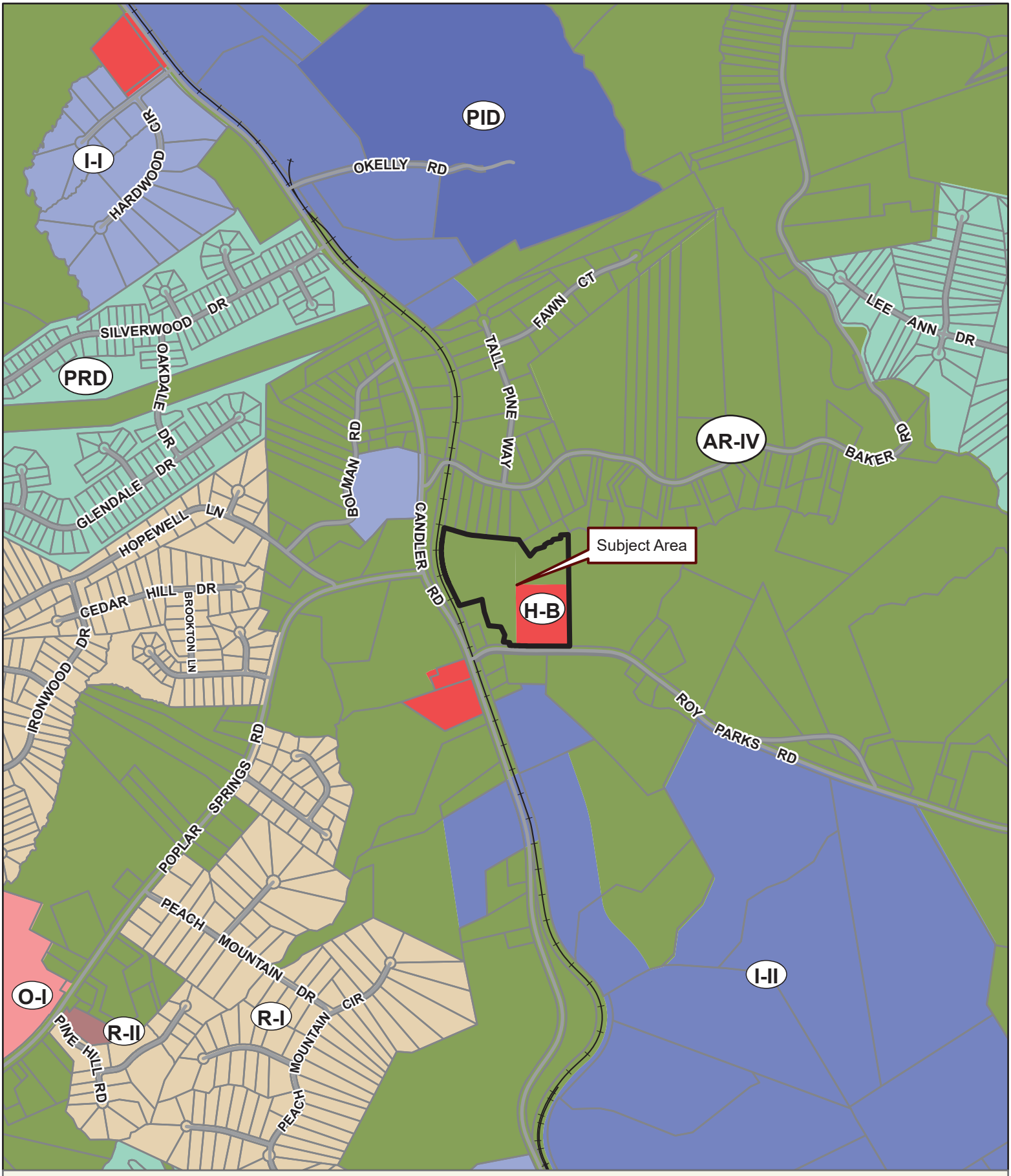
Source: 2024 Emergency Response Guidebook (ERG), CAMEO Chemicals Software, MARPLOT Mapping Software. Hall County Fire Rescue Hazardous Materials Team

Exhibit A

Main Gas Transmission Lines



01.21.2025 - Item 3



Applicant: CLEAN EAGLE RNG, LLC

Tax Parcel #: 15024 000008

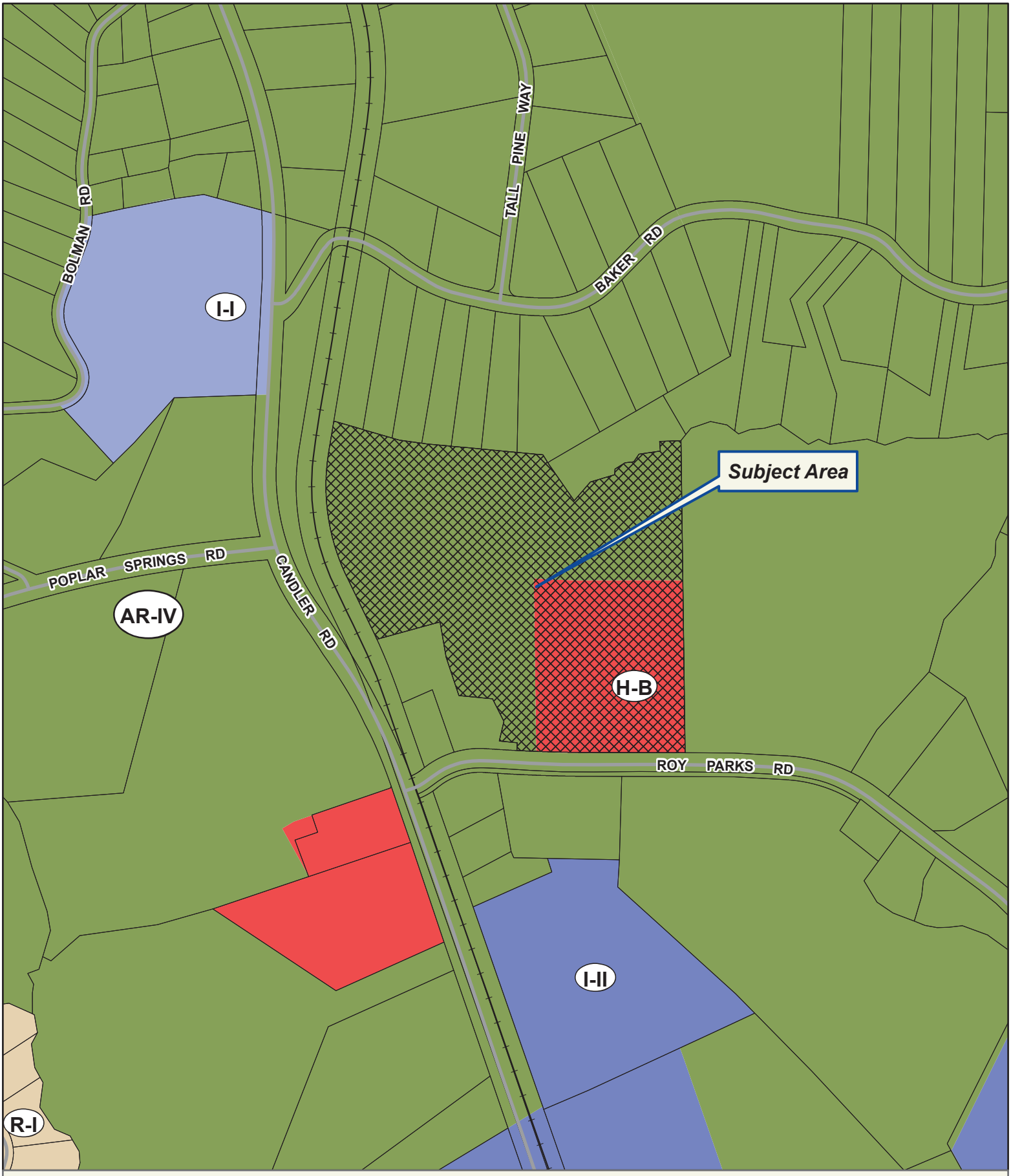
Location: 4212 ROY PARKS ROAD, GAINESVILLE, GA 30507

Commission District 3 **PC Mtg. Date: 11/18/2024**

0 300 600 1,200
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N

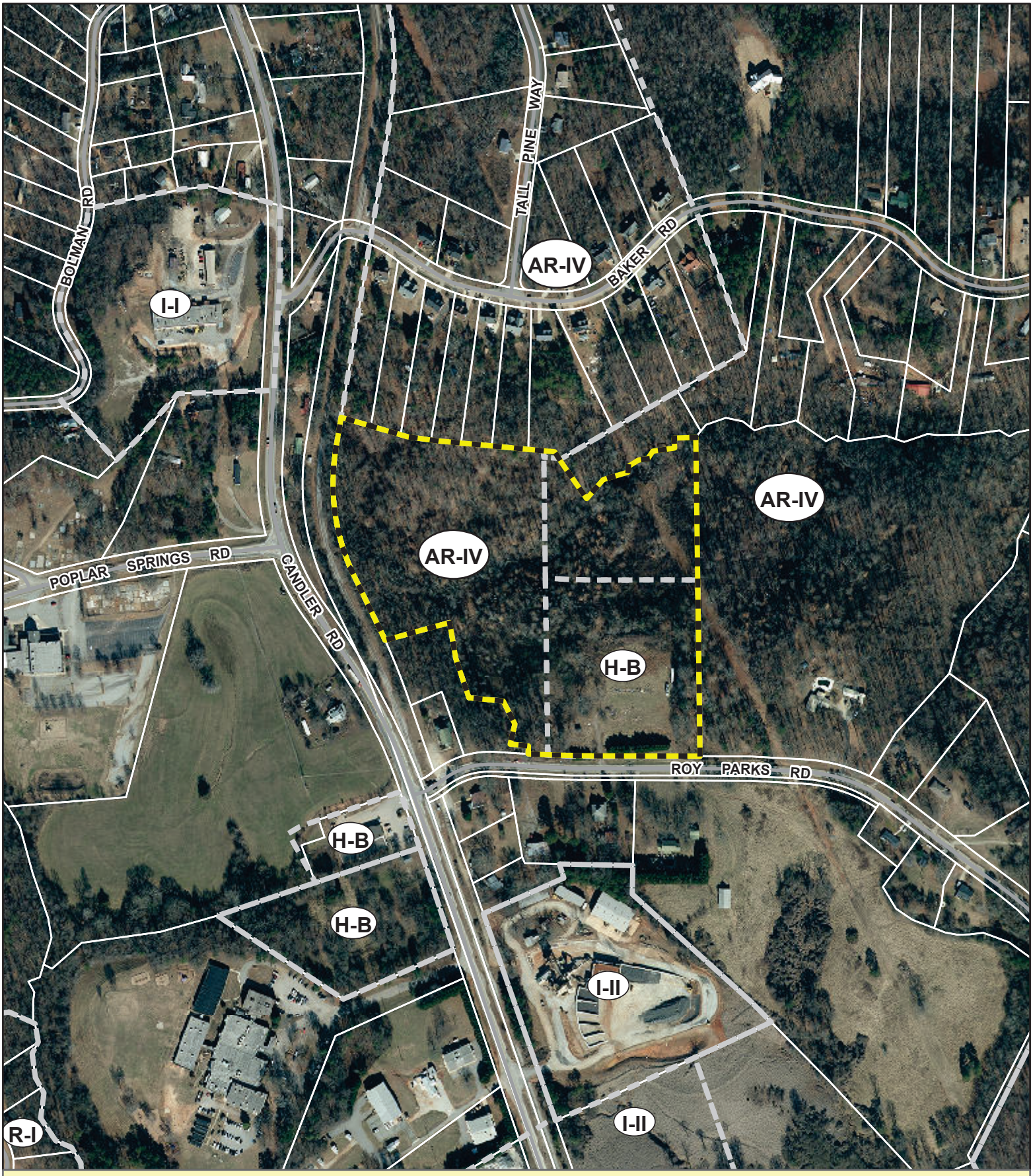


Applicant: CLEAN EAGLE RNG, LLC
Tax Parcel #: 15024 000008
Location: 4212 ROY PARKS ROAD, GAINESVILLE, GA 30507
Commission District 3 **PC Mtg. Date: 11/18/2024**

0 125 250 500
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N

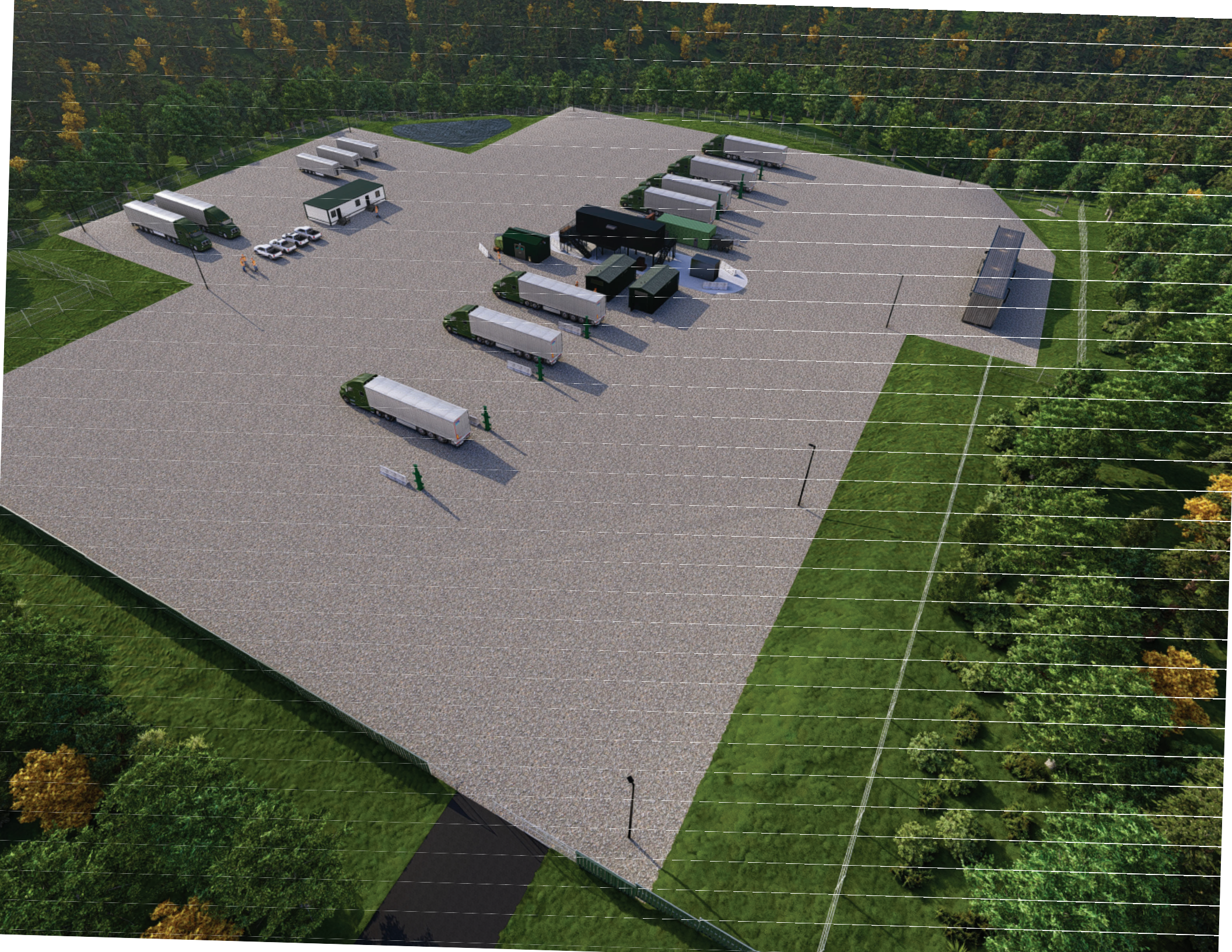


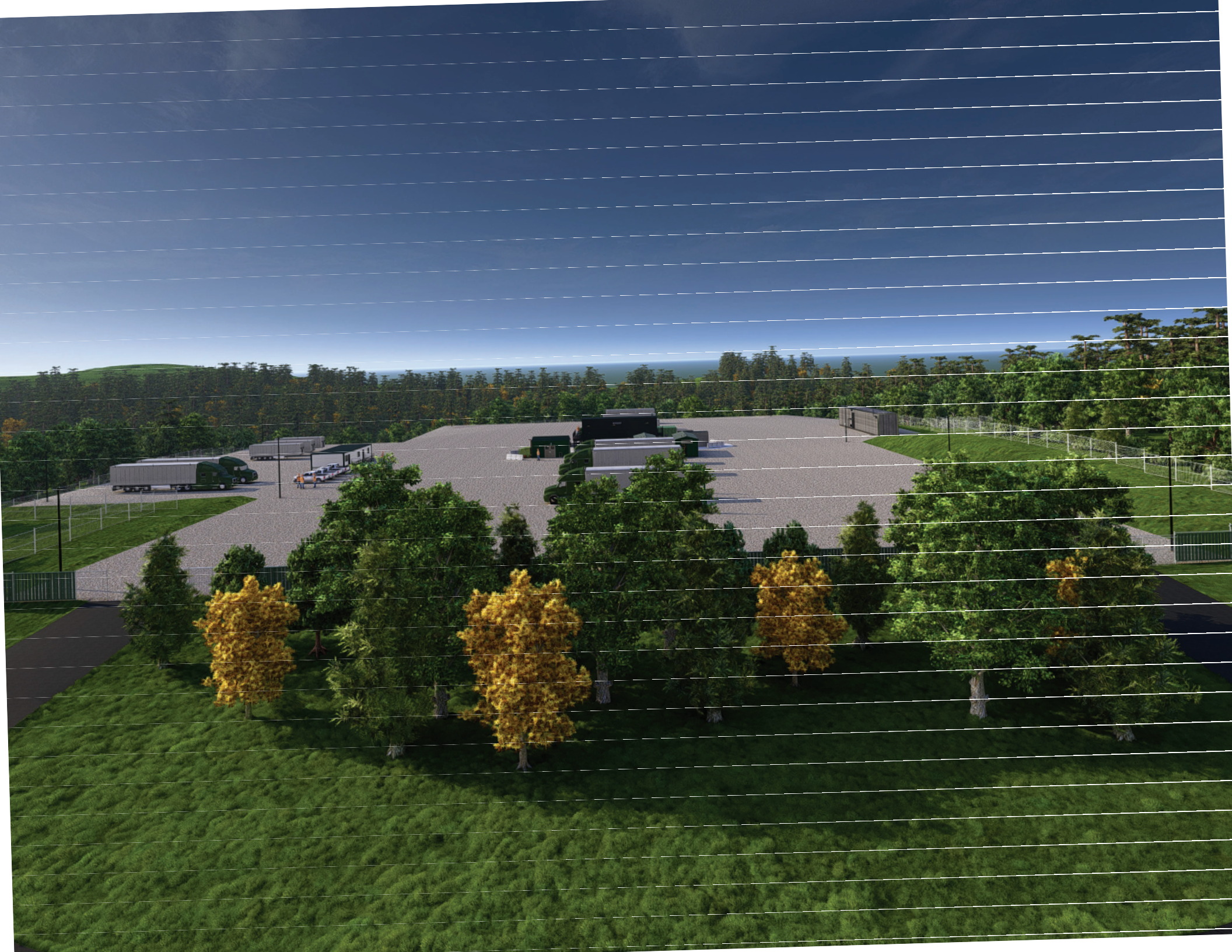
Applicant: CLEAN EAGLE RNG, LLC
Tax Parcel #: 15024 000008
Location: 4212 ROY PARKS ROAD, GAINESVILLE, GA 30507
Commission District 3 **PC Mtg. Date: 11/18/2024**

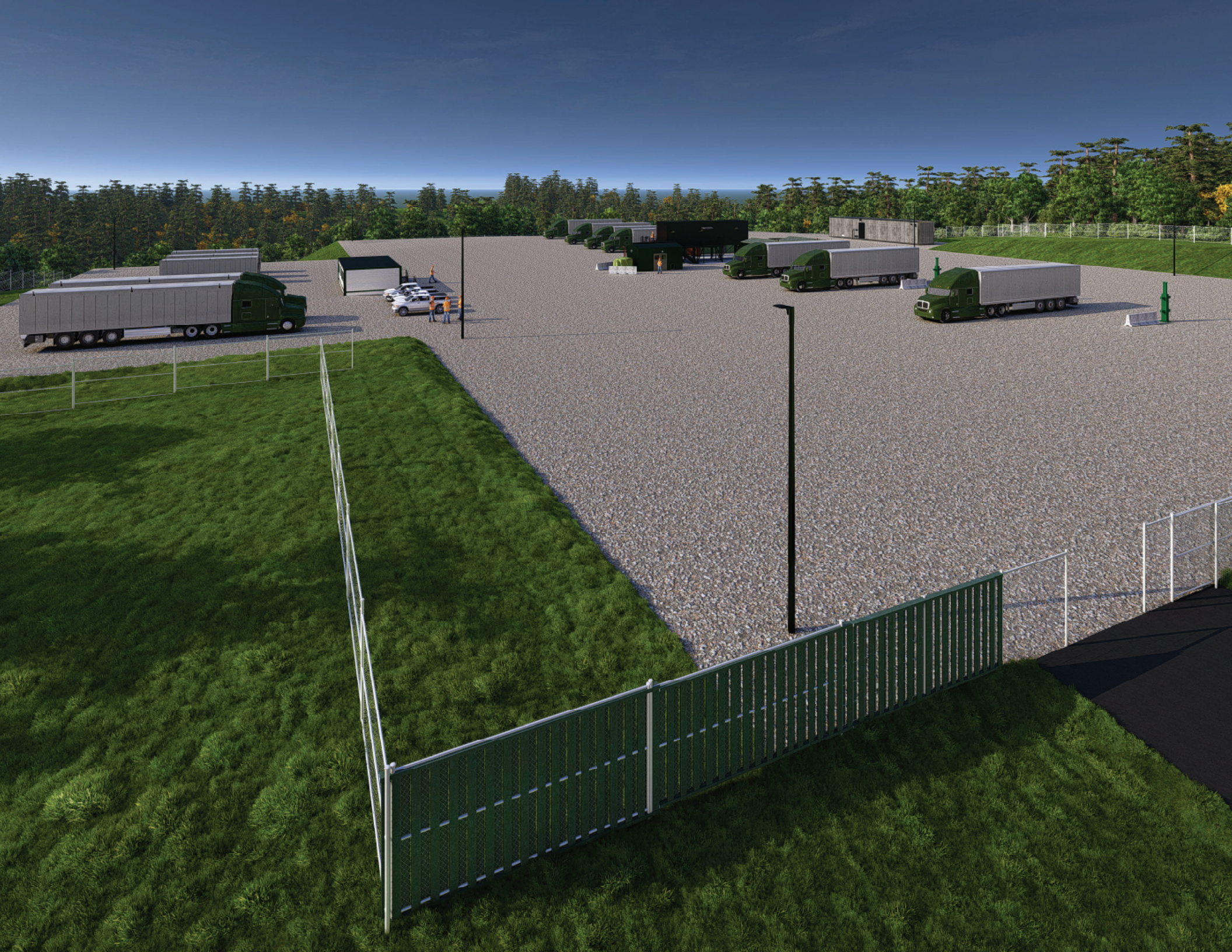
0 125 250 500
Feet

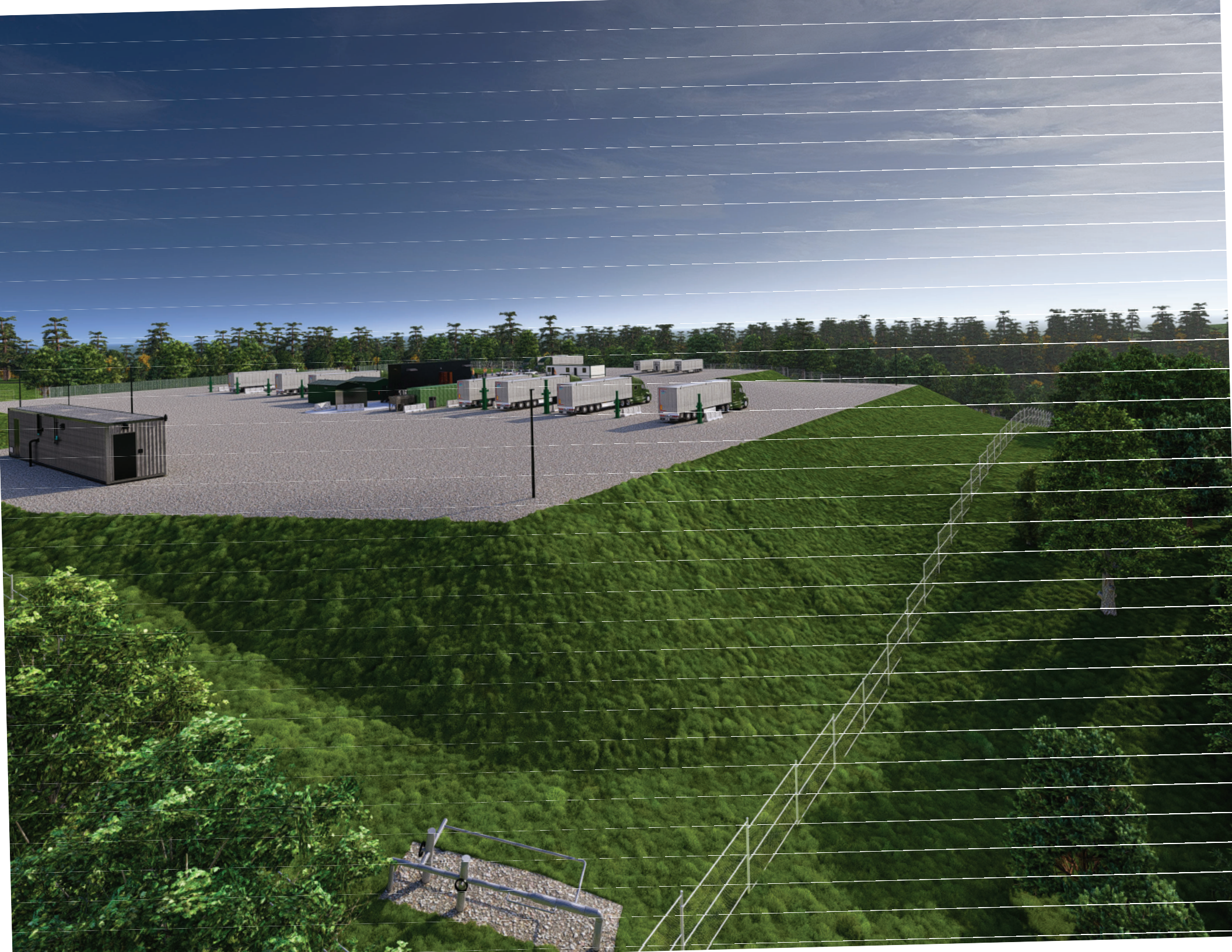
Zoning Boundary
City Limits
Subject Area

N









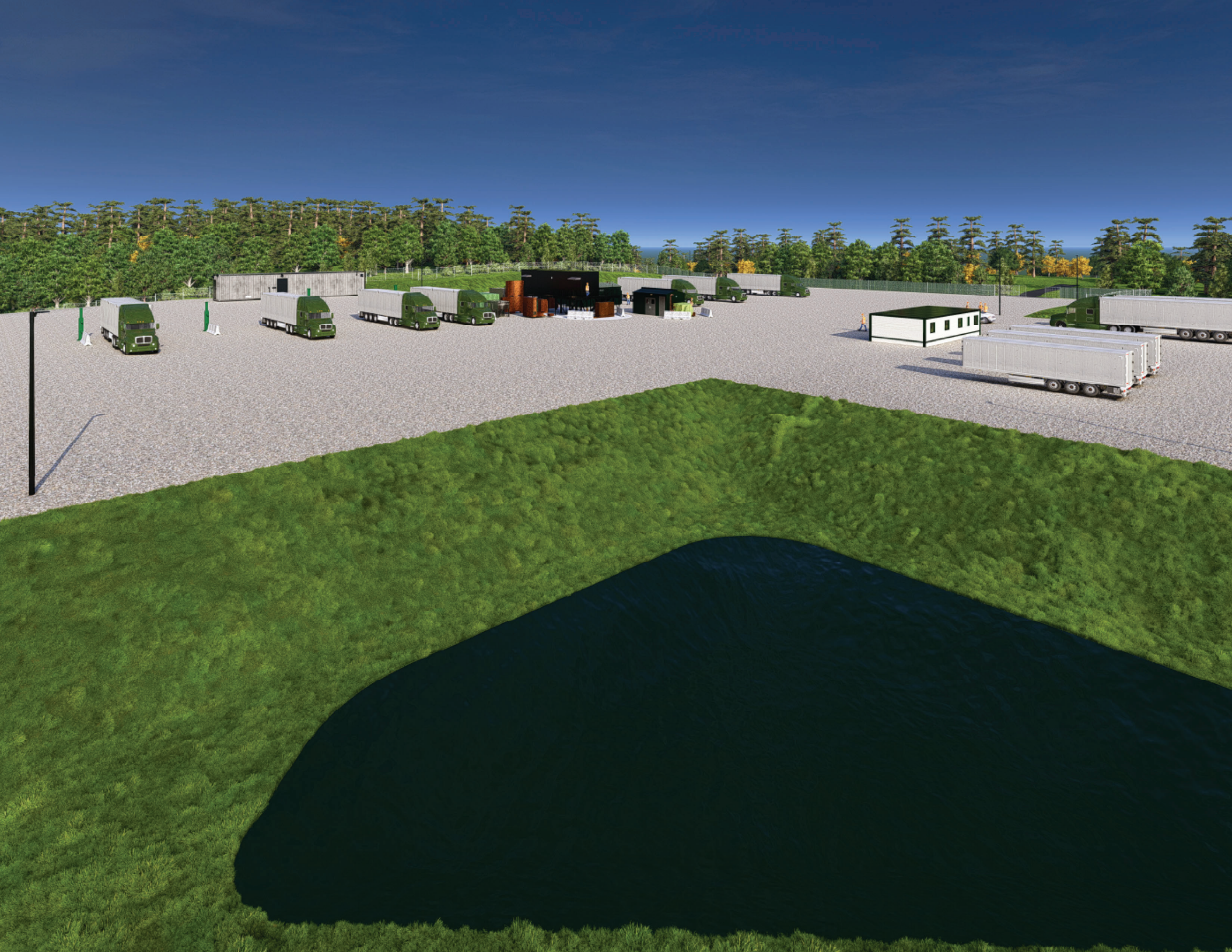
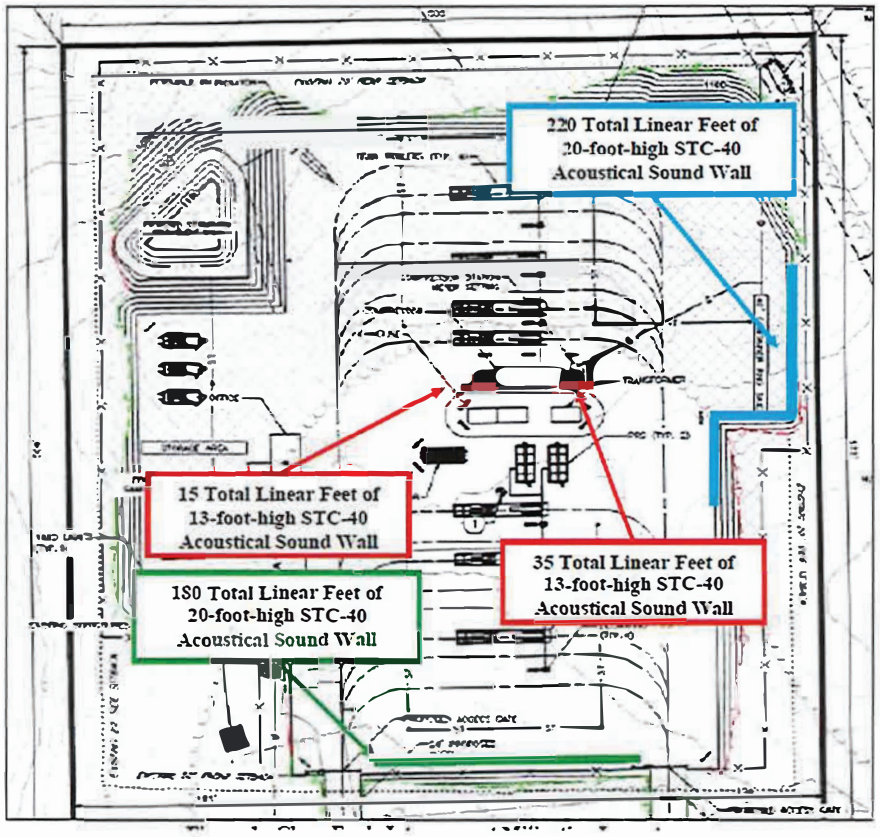


Exhibit B

Proposed Sound Walls



Clean Eagle Interconnect RNG Facility Preliminary Noise Impact Report

DRAFT

October 30, 2024

DRAFT

Prepared for:

Archaea Energy
4444 Westheimer Road
Houston, Texas 77027

Prepared by:

Behrens and Associates, Inc.
2320 Alaska Avenue
El Segundo California, 90245

Shaun Norris
Senior Acoustical Engineer

Jason Peetz
Engineering Manager

1. Introduction

Archaea Energy ("Archaea") contracted Behrens and Associates, Inc. ("BAENC") to provide a preliminary noise assessment of the proposed renewable natural gas facility ("RNG") operations at the Clean Eagle Interconnect RNG Facility ("facility") site located in Hall County, Georgia.

The noise assessment includes a modeling analysis of the facility equipment at the site. This report provides the predicted operational noise level impact at nearby noise sensitive receptors adjacent to the site. The location (34.212980°, -83.779587°) of the proposed Clean Eagle Interconnect RNG Facility and surrounding area is shown in Figure 1-1.

The following is provided in this report:

- A brief introduction of the fundamentals of noise.
- Documentation of the measured ambient noise levels at the project site.
- A discussion of noise modeling methodology.
- An assessment of the predicted operational noise levels in relation to the measured ambient sound levels.

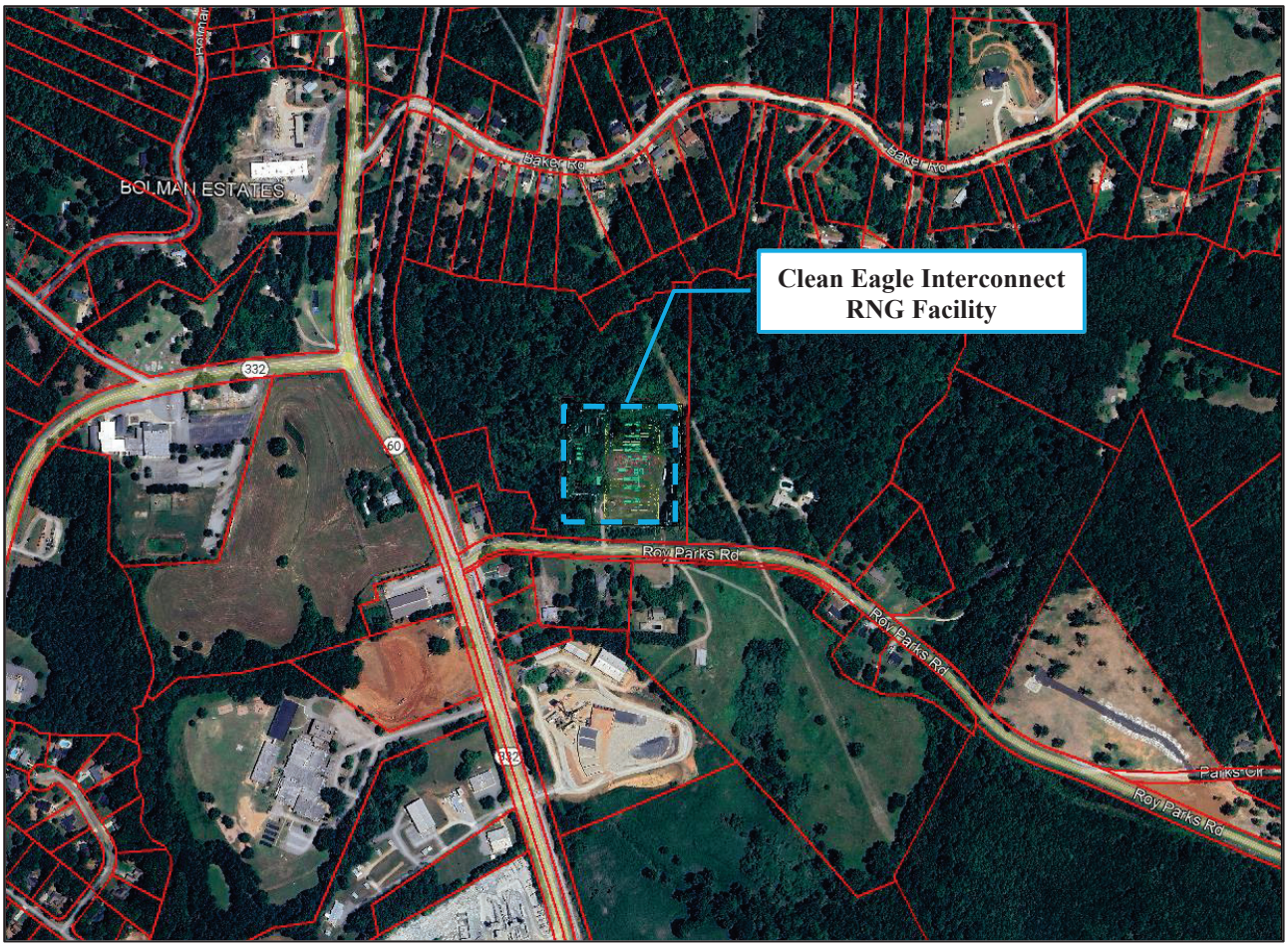


Figure 1-1 Clean Eagle Interconnect RNG Facility Location and Surrounding Area

2. Noise Fundamentals

Sound is most commonly experienced by people as pressure waves passing through air. These rapid fluctuations in air pressure are processed by the human auditory system to produce the sensation of sound. The rate at which sound pressure changes occur is called the frequency. Frequency is usually measured as the number of oscillations per second or Hertz (Hz). Frequencies that can be heard by a healthy human ear range from approximately 20 Hz to 20,000 Hz. Toward the lower end of this range are low-pitched sounds, including those that might be described as a "rumble" or "boom". At the higher end of the range are high-pitched sounds that might be described as a "screech" or "hiss".

2.1 Environmental Noise

Environmental noise generally derives, in part, from a combination of distant noise sources. Such sources may include common experiences such as distant traffic, wind in trees, and distant industrial or farming activities. These distant sources create a low-level "background noise" in which no particular individual source is identifiable. Background noise is often relatively constant from moment to moment but varies slowly from hour to hour as natural forces change or as human activity follows its daily cycle.

Superimposed on this low-level, slowly varying background noise is a succession of identifiable noisy events of relatively brief duration. These events may include the passing of single-vehicles, aircraft flyovers, screeching of brakes, and other short-term events. The presence of these short-term events causes the noise level to fluctuate. Typical indoor and outdoor A-weighted sound levels are shown in Figure 2-1.

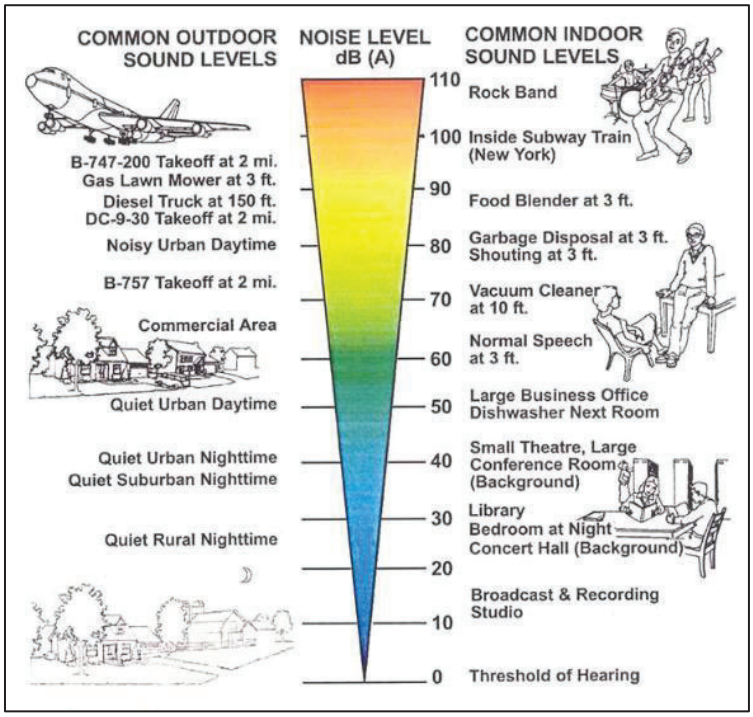


Figure 2-1 Typical Indoor and Outdoor A-Weighted Sound Levels

2.2 Relative Loudness of Environmental Noise

Published data exists describing how humans generally respond to changes in relative loudness. Table 2-1, adapted from the Highway Traffic Noise: Analysis and Abatement Guidance (revised December 2011) published by the Federal Highway Administration, shows typical responses to changes in relative loudness.

Table 2-1 Decibel Changes, Loudness, and Relative Loudness[1]

Sound Level Change	Relative Loudness
0 dB(A)	Reference
-3 dB(A)	Barely Perceptible Change
-5 dB(A)	Readily Perceptible Change
-10 dB(A)	Half as Loud
-20 dB(A)	1/4 as Loud
-30 dB(A)	1/8 as Loud

The table describes reductions in noise levels, but the opposite holds true for increases in noise level.

[1] Table adapted from FHWA Highway Traffic Noise: Analysis and Abatement Guidance, revised December 2011

3. Ambient Sound Level Survey

3.1 Ambient Sound Level Survey Procedure

A Type 1 SVANTEK SVAN 971 sound level meter was utilized to conduct an ambient sound level survey adjacent to the proposed Clean Eagle Interconnect RNG Facility. The sound level meter conforms to Class 1 as per ANSI/ASA S1.4/IEC 61672 (2024). The instrumentation details are presented in Table 3-1. The sound level meter was placed approximately 5 feet above ground level, 10 feet away from any reflective surfaces, and was calibrated prior to deployment and upon retrieval. The sound level monitoring period began on Sunday, October 13, 2024 with the meter programmed to continuously monitor and record A-weighted sound levels. Audio recordings were created by the sound level meters at the measurement location to, if the need arose, help in the identification of the source of noise level spikes. The monitoring period ended on Monday, October 14, 2024. The locations of the sound level meter used to conduct the ambient sound level survey can be seen in Figure 3-1 below.

Table 3-1 Instrumentation Details

Location	Instrument	GPS Coordinates	Manufacturer/Model	Serial Number
Location 1	Sound Level Meter	34.212451°, -83.779905°	SVANTEK SVAN 971	87101

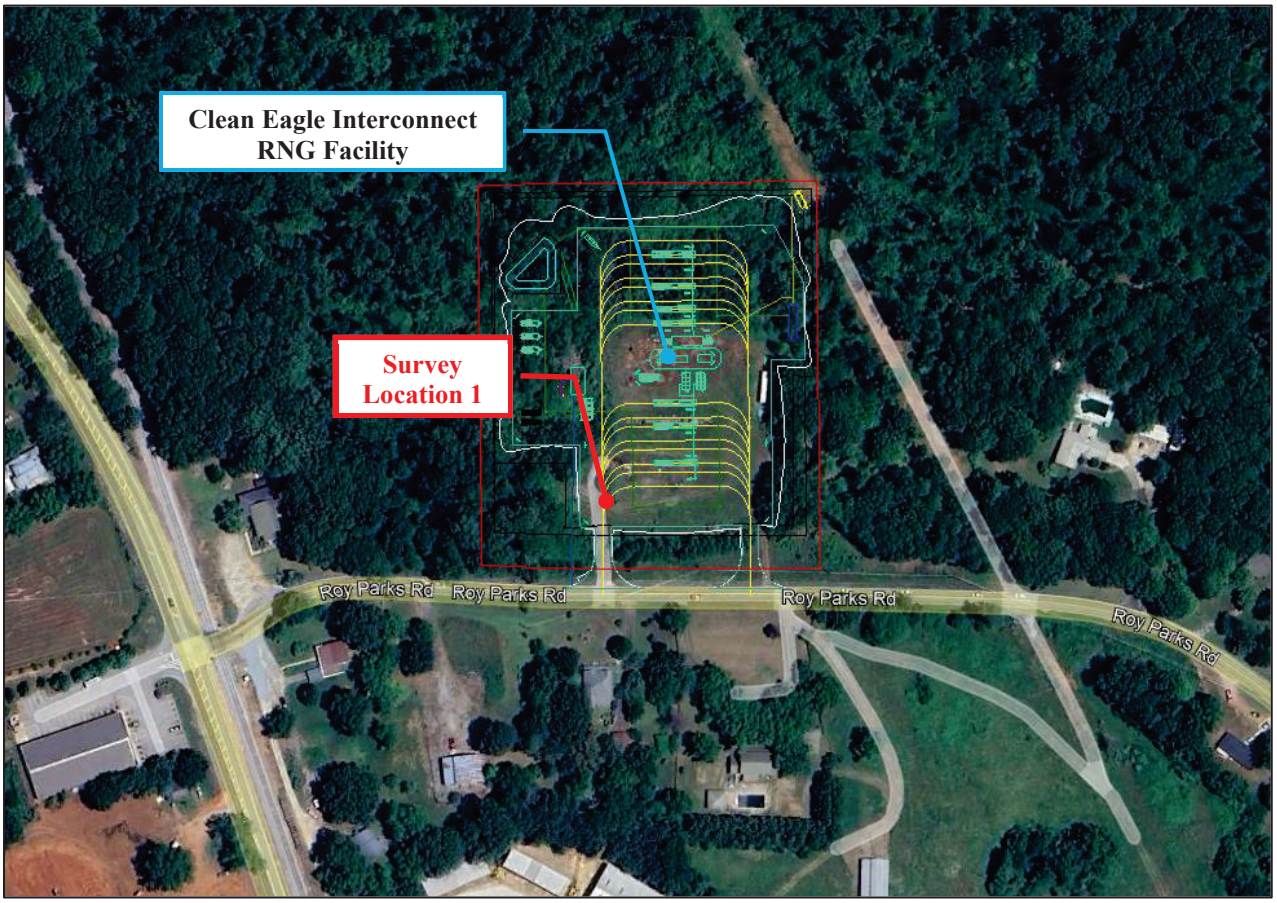


Figure 3-1 Clean Eagle Interconnect RNG Facility Ambient Sound Level Survey Location

3.2 Clean Eagle RNG Facility Ambient Sound Level Results

The measured A-weighted average Leq and L90 sound levels sound levels for the monitoring period are shown in Table 3-2. The Location 1 measured 15-minute average Leq and L90 A-weighted sound levels for the duration of survey can be seen graphically in Figure 3-2.

The A-weighted filter is applied to instrument-measured sound levels in effort to account for the relative loudness perceived by the human ear. As the human ear is less sensitive to low frequencies, the A-weighted filter correspondingly discounts low frequency sound observed during measurements and is widely utilized for environmental noise measurements.

The measure sound level data was processed and used to calculate an average over the 24-hour monitoring period. The attached charts show the unfiltered measurement data. Weather data from the survey period was sourced from a nearby weather station (www.wunderground.com) named Summer Creek – KGAGAINE148 in Gainesville, Georgia. Peak wind gust speed data was used and correlated with the ambient sound level measurement data when filtering wind speeds above 11 miles per hour for broadband measurement data. Wind gust speed and ambient sound level data were filtered on a 15-minute basis.

Table 3-2 24-Hour Average Sound Levels (L_{eq} dBA)

Location	Overall Average (24-hours)
Location 1	53.5

L90 is a statistical measurement (Ln) representing the sound level that was exceeded 90% of the time over a given time interval (15 minutes). L90 sound levels are commonly used to represent the background sound level of a noise environment by excluding the effects of shorter duration noise level spikes that might occur (planes, trains, traffic, etc.). Table 3-3 shows the arithmetic average of the 15-minute L90 sound levels over the 24-hour monitoring period.

Table 3-3 24-Hour Average Sound Levels (L_{90} dBA)

Location	Overall Average (24-hours)
Location 1	48.3

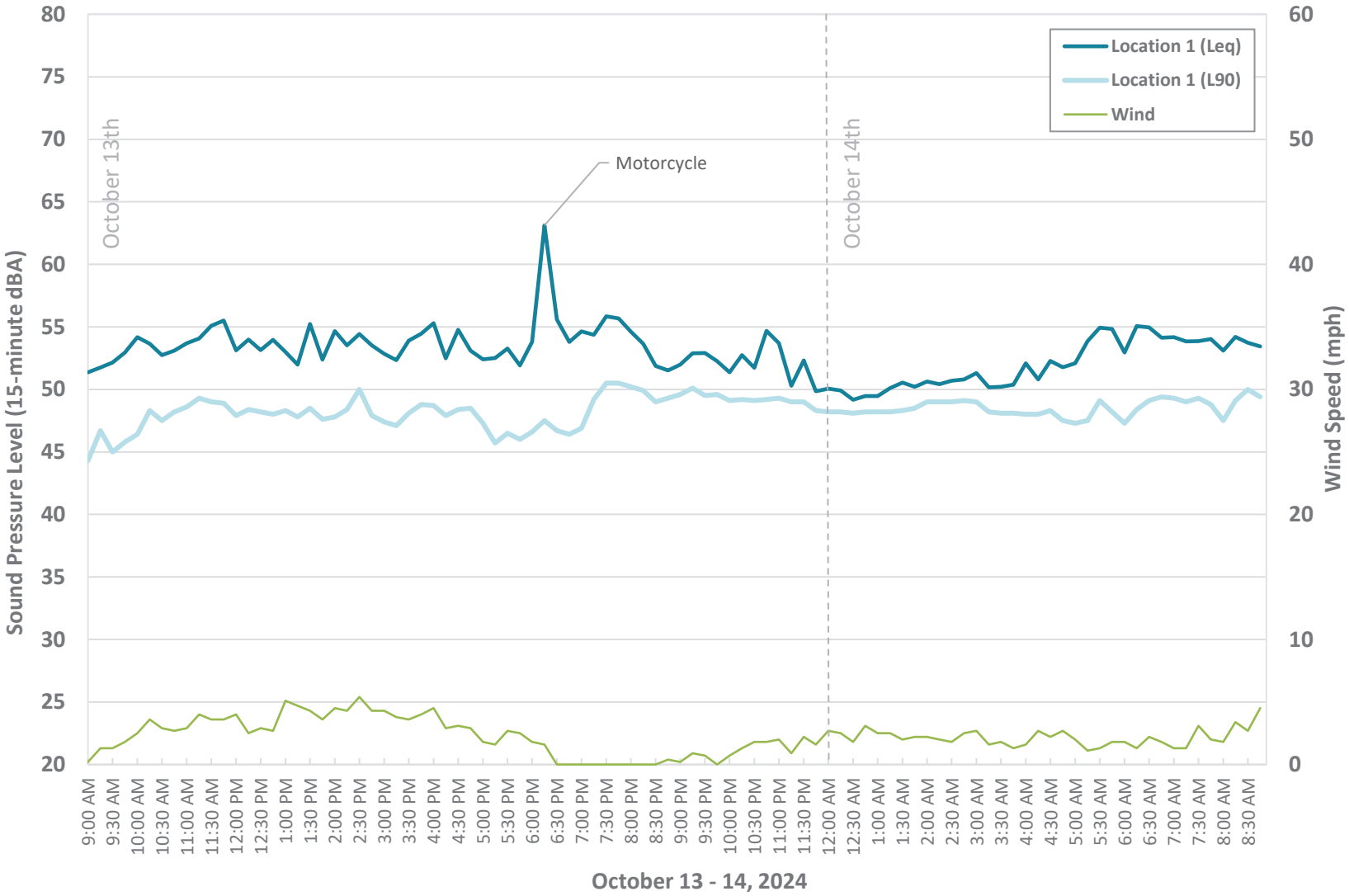


Figure 3-2 Location 1 - Measured Ambient Sound Level Data (15-minute dBA)

4. Clean Eagle RNG Facility Noise Modeling

4.1 Noise Modeling Methodology

The noise modeling was completed with the use of three-dimensional computer noise modeling software. All models in this report were developed with SoundPLAN 9.0 software using the ISO 9613-2 standard. Noise levels are predicted based on the locations, noise levels and frequency spectra of the noise sources, and the geometry and reflective properties of the local terrain, buildings and barriers. To ensure a conservative assessment and compliance with ISO 9613-2 standards, light to moderate winds were assumed to be blowing from the source to receptor. The predicted noise levels represent only the contribution of the Clean Eagle Interconnect RNG Facility operations and do not include ambient noise or noise from other facilities. Actual field sound level measurements may vary from the modeled noise levels due to other noise sources such as traffic, other facilities, other human activity, or environmental factors. The modeled environmental conditions can be seen in Table 4-1.

Table 4-1 Modeled Environmental Conditions

Weather Parameter	Modeled Input
Temperature	10° C
Relative Humidity	70%
Air Pressure	1013.3 mbar
Wind Velocity	Per ISO 9613-2
Wind Direction	Source to receptor
Foliage	Not included
Ground Absorption	0.7 for general ground cover 0.5 for working pad 0.0 for bodies of water

The equipment sound level data used for the proposed Interconnect RNG facility was based on manufacturer data and was provided by Certarus. The predicted modeling results for the modeled facility and filling station are dependent on the modeled equipment layout provided by Archaea Energy (Figure 4-1). The electric compressor engins will be enclosed in an acoustical building with 3-inch-deep walls, insulation, and a perforated liner. Changes, removals or additions of equipment (e.g., compressors, coolers, etc.) may result in measured operational noise levels that are inconsistent with the modeling results. The modeled facility equipment sound power levels are presented in Table 4-2.

Table 4-2 Clean Eagle Energy Modeled Noise Emitting Equipment

Equipment	Site	Data Source	Quantity	Sound Power Level (dBA)
Decant Compressor	Interconnect RNG Facility	Manufacture Data	1	107.5 L_w/Unit
Loading Compressor	Interconnect RNG Facility	Manufacture Data	2	111.3 L_w/Unit
Loading Compressor Cooler	Interconnect RNG Facility	Manufacture Data	2	100.6 L_w/Unit

4.2 Clean Eagle Interconnect RNG Facility Noise Sensitive Receptors

The locations of the noise sensitive receptors and surrounding environment are shown in Figure 4-2. The noise levels will be assessed at the receiving property line of nearby residences properties.

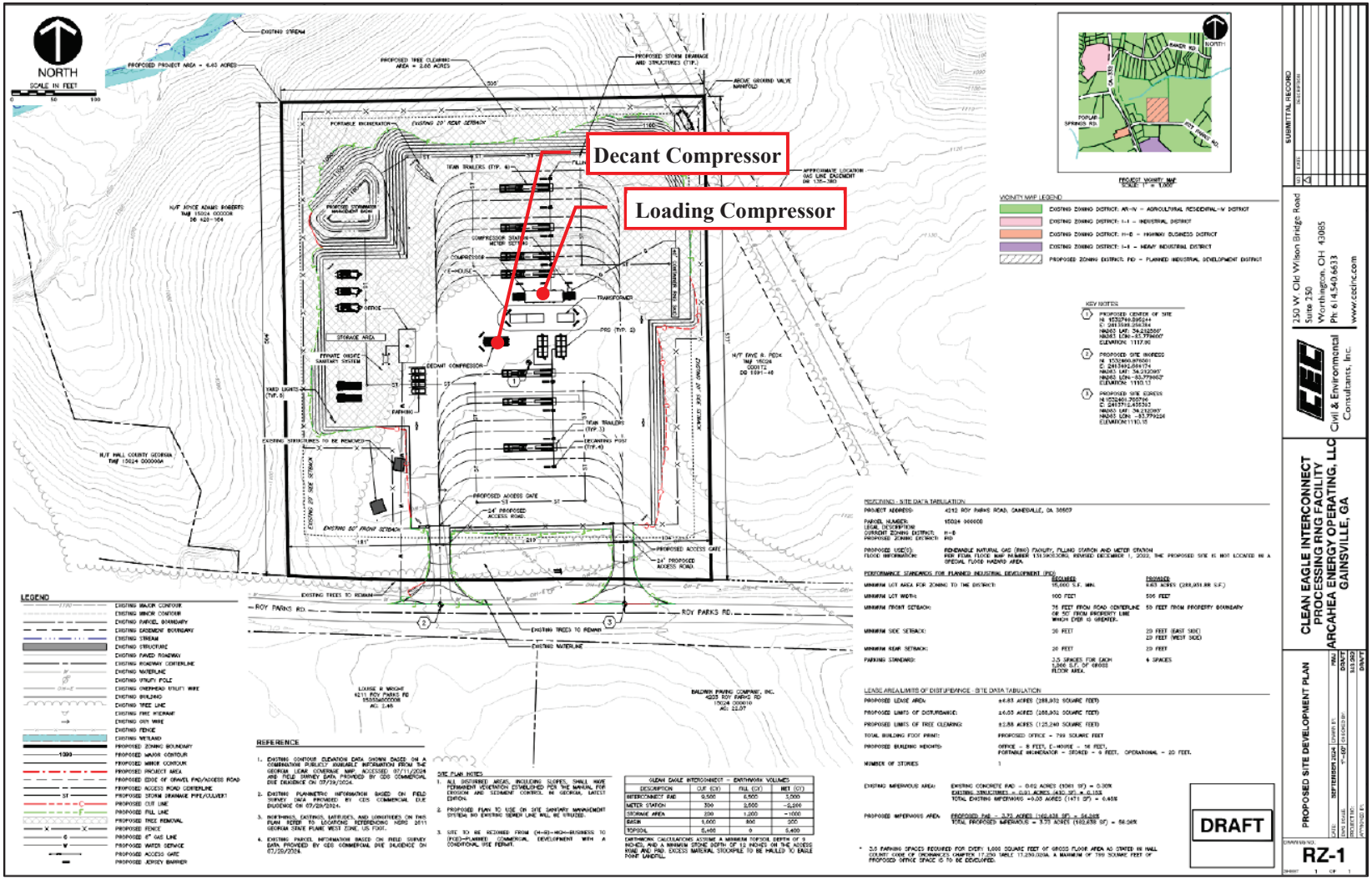


Figure 4-1 Modeled Clean Eagle Interconnect RNG Facility Equipment Layout

Figure 4-2 Modeled Clean Eagle Interconnect RNG Facility Noise Sensitive Receptors

4.3 Unmitigated – Clean Eagle Interconnect RNG Facility Noise Modeling Results

The unmitigated modeling is based off current Clean Eagle Interconnect RNG Facility plans and does not include sound walls or other third-party acoustical mitigation measures. The results of the facility noise modeling are presented in Table 4-3. The locations in the tables correspond to the locations identified in Figure 4-2. The predicted noise levels represent only the contribution of the project operations and do not include ambient noise or noise from other facilities. Figure 4-3 shows the Unmitigated Clean Eagle Interconnect RNG Facility Noise Contour Map in dBA. The noise contours are provided in 2 dB increments with the color scale indicating the sound level of each contour.

Table 4-3 Unmitigated Clean Eagle Interconnect RNG Facility Noise Modeling Results (dBA)

Receptor	Description	Predicted dB(A)	Representative Ambient Sound Level dB(A)
1	3693 BAKER ROAD	40	48.3 L90
2	3679 BAKER ROAD	43	48.3 L90
3	3667 BAKER ROAD	41	48.3 L90
4	3653 BAKER ROAD	39	48.3 L90
5	3619 BAKER ROAD	27	48.3 L90
6	4176 ROY PARKS ROAD	56	48.3 L90
7	4211 ROY PARKS	49	48.3 L90
8	4237 ROY PARKS ROAD	42	48.3 L90
9	4236 ROY PARKS ROAD	45	48.3 L90

Table 4-4 Predicted Changes in Overall Noise Level

Receptor	Predicted dB(A)	Representative Ambient Sound Level dB(A)	Combined (Ambient + Predicted)	Difference (combined - ambient)	Perceptibility
1	40	48.3 L90	48.9	0.6	Likely Not Perceptible
2	43	48.3 L90	49.4	1.1	Likely Not Perceptible
3	41	48.3 L90	49.0	0.7	Likely Not Perceptible
4	39	48.3 L90	48.8	0.5	Likely Not Perceptible
5	27	48.3 L90	48.3	0.0	Likely Not Perceptible
6	56	48.3 L90	56.7	8.4	Readily Perceptible
7	49	48.3 L90	51.7	3.4	Barely Perceptible
8	42	48.3 L90	49.2	0.9	Likely Not Perceptible
9	45	48.3 L90	50.0	1.7	Likely Not Perceptible

The results of the unmitigated noise modeling indicate that the change in overall noise levels due to the facility's operations are predicted to be perceptible at Receptors 6 and 7. Therefore, mitigation will be recommended for the Clean Eagle Interconnect RNG Facility operations.

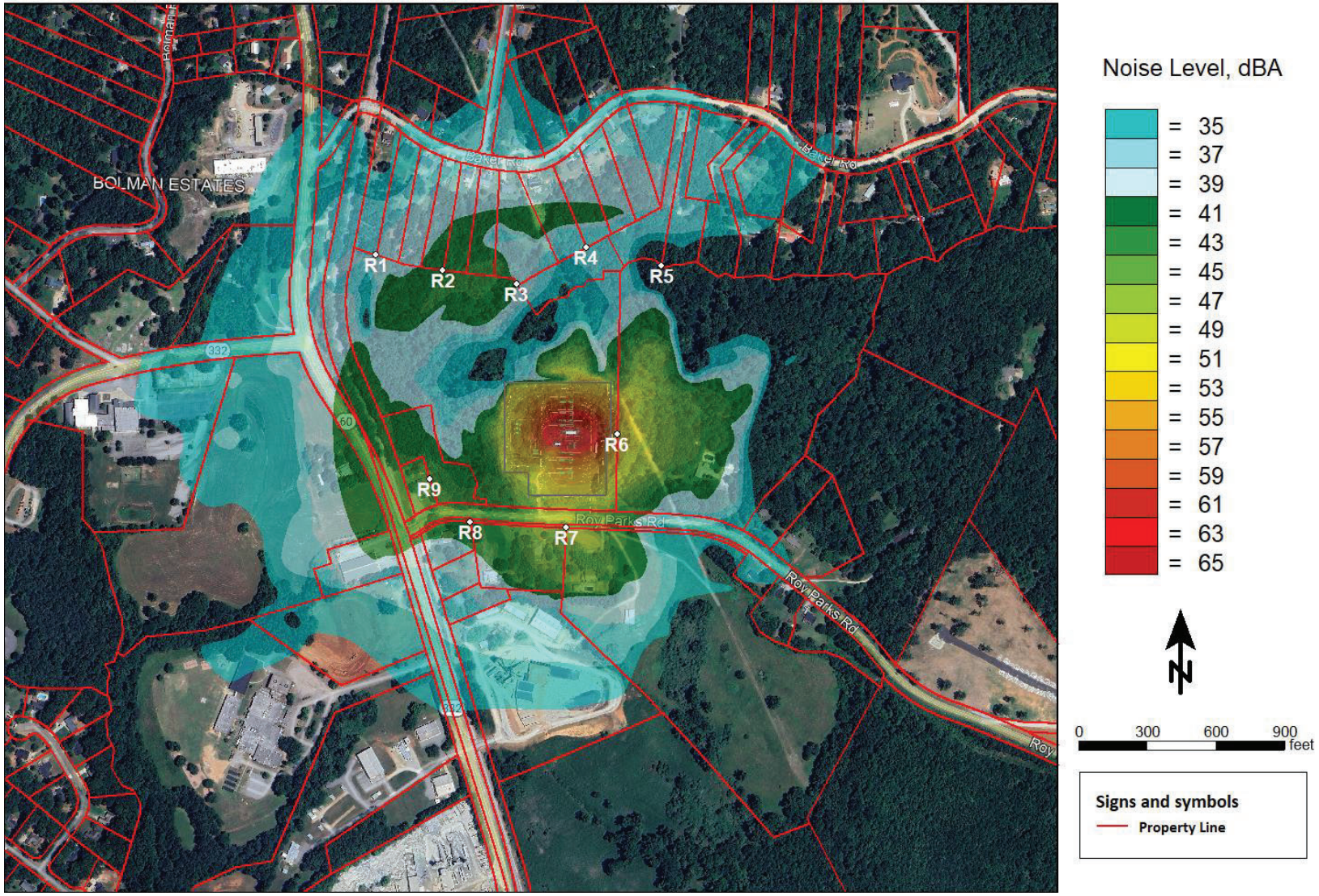


Figure 4-3 Unmitigated Clean Eagle Interconnect RNG Facility Noise Contour Map (dBA)

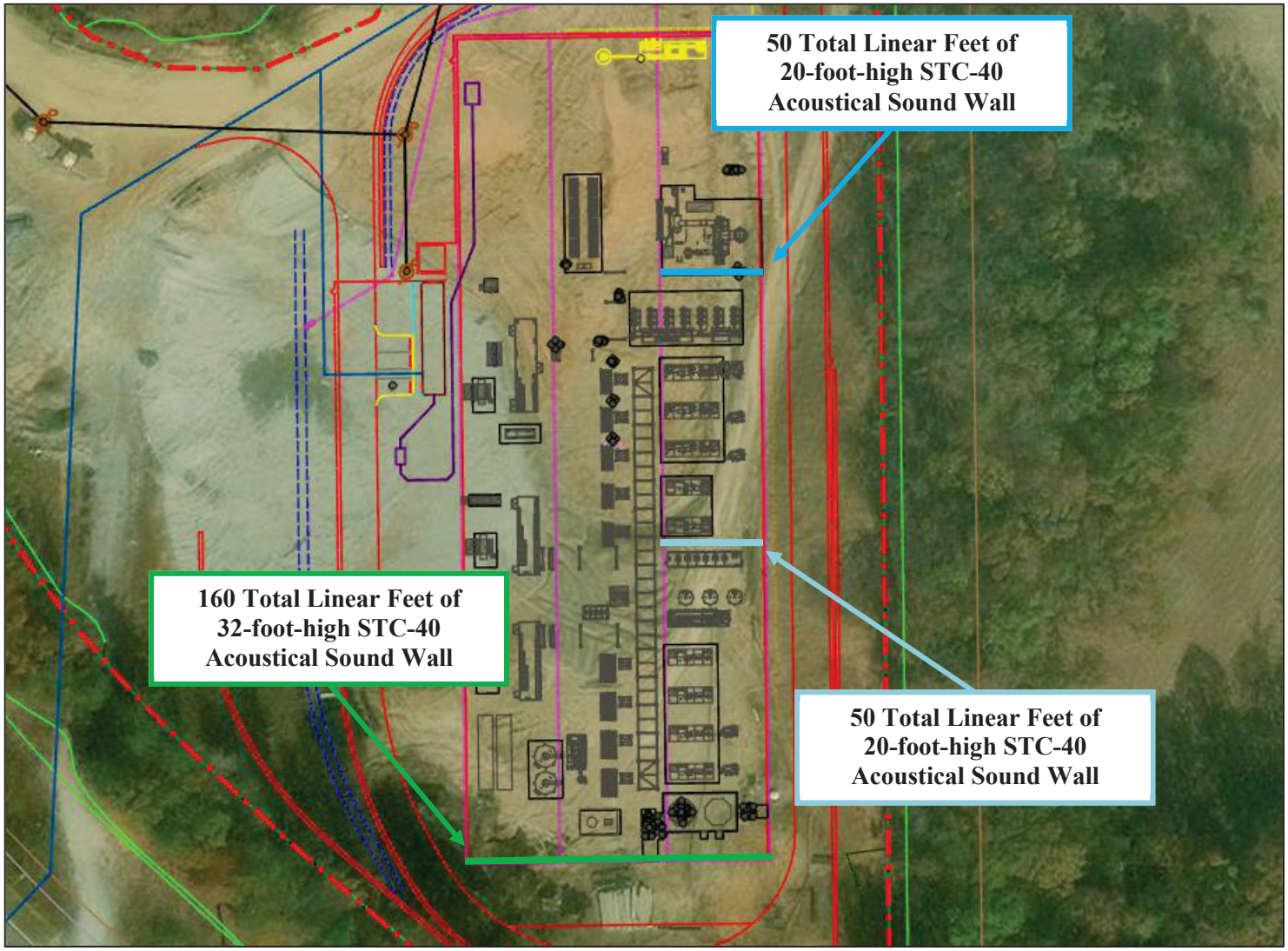


Figure 1 Scenario 1 - Mitigation Layout

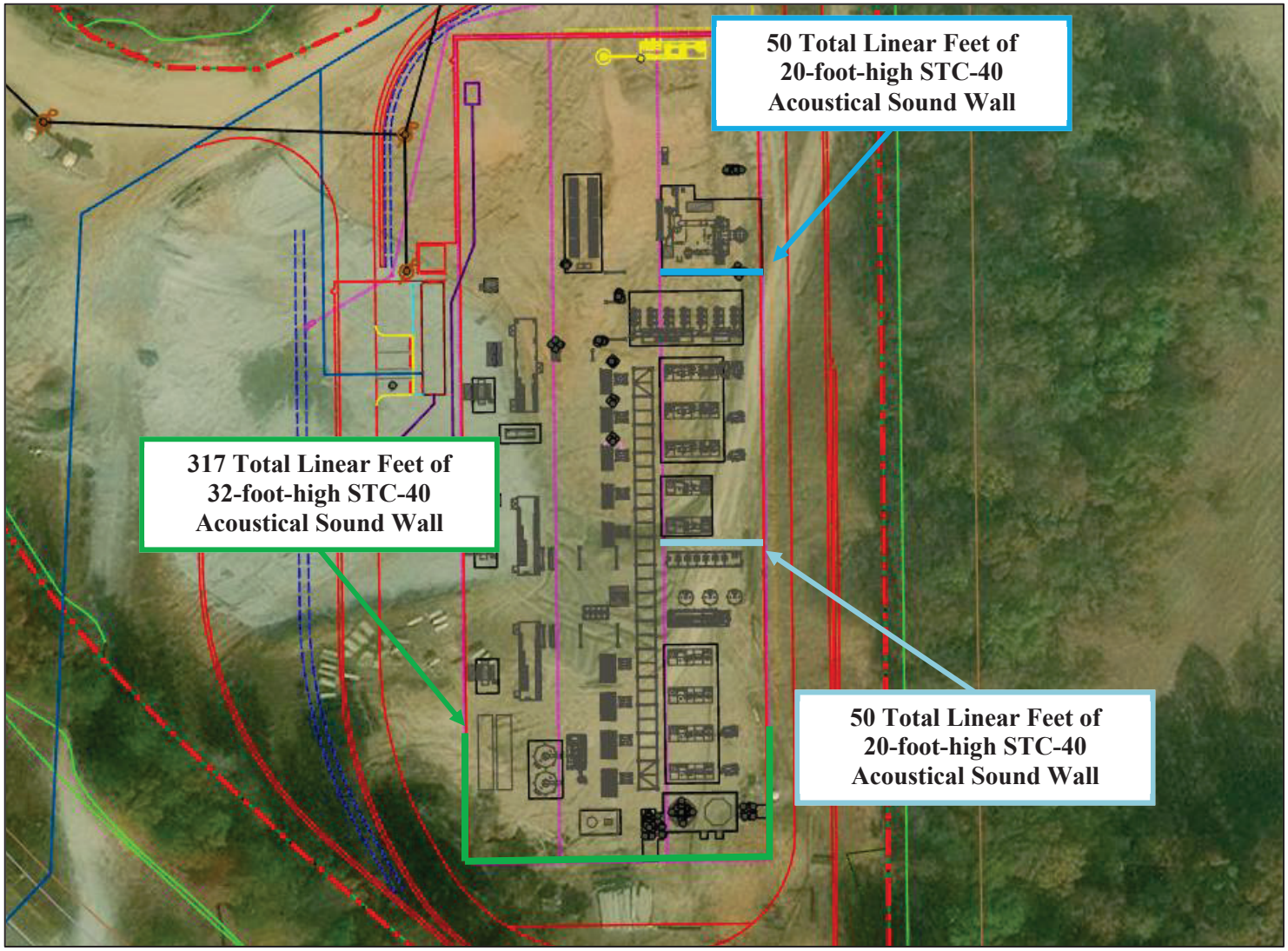


Figure 2 Scenario 2 - Mitigation Layout

Figure 3 Site and Noise Sensitive Receptor Location

The results of the mitigated noise modeling are presented in Table 1. The locations in the tables correspond to the locations identified in Figure 3. The predicted noise levels represent only the contribution of the project operations and do not include ambient noise or noise from other facilities. Figure 4 shows the Scenario 1 - Mitigated Clean Eagle RNG Facility Noise Contour Map in dBA. Figure 5 shows the Scenario 2 - Mitigated Clean Eagle RNG Facility Noise Contour Map in dBA. The noise contours are provided in 2 dB increments with the color scale indicating the sound level of each contour.

Table 1 Mitigated Noise Modeling Results (dBA)

Receptor	Unmitigated Clean Eagle RNG	Mitigated Scenario 1	Mitigated Scenario 2
Receptor 1	56	56	56
Receptor 2	54	53	52
Receptor 3	62	56	54
Receptor 4	62	47	47
Receptor 5	60	49	49
Receptor 6	55	50	48
Forsyth County Noise Limit	**60**	**60**	**60**

Table 2 Scenario 1 - Mitigated Noise Modeling Results Reduction (dBA)

Receptor	Unmitigated Clean Eagle RNG	Mitigated Clean Eagle RNG	Reduction
Receptor 1	56	56	0
Receptor 2	54	53	-1
Receptor 3	62	56	-6
Receptor 4	62	47	-15
Receptor 5	60	49	-11
Receptor 6	55	50	-5

Table 3 Scenario 2 - Mitigated Noise Modeling Results Reduction (dBA)

Receptor	Unmitigated Clean Eagle RNG	Mitigated Clean Eagle RNG	Reduction
Receptor 1	56	56	0
Receptor 2	54	52	-2
Receptor 3	62	54	-8
Receptor 4	62	47	-15
Receptor 5	60	49	-11
Receptor 6	55	48	-7

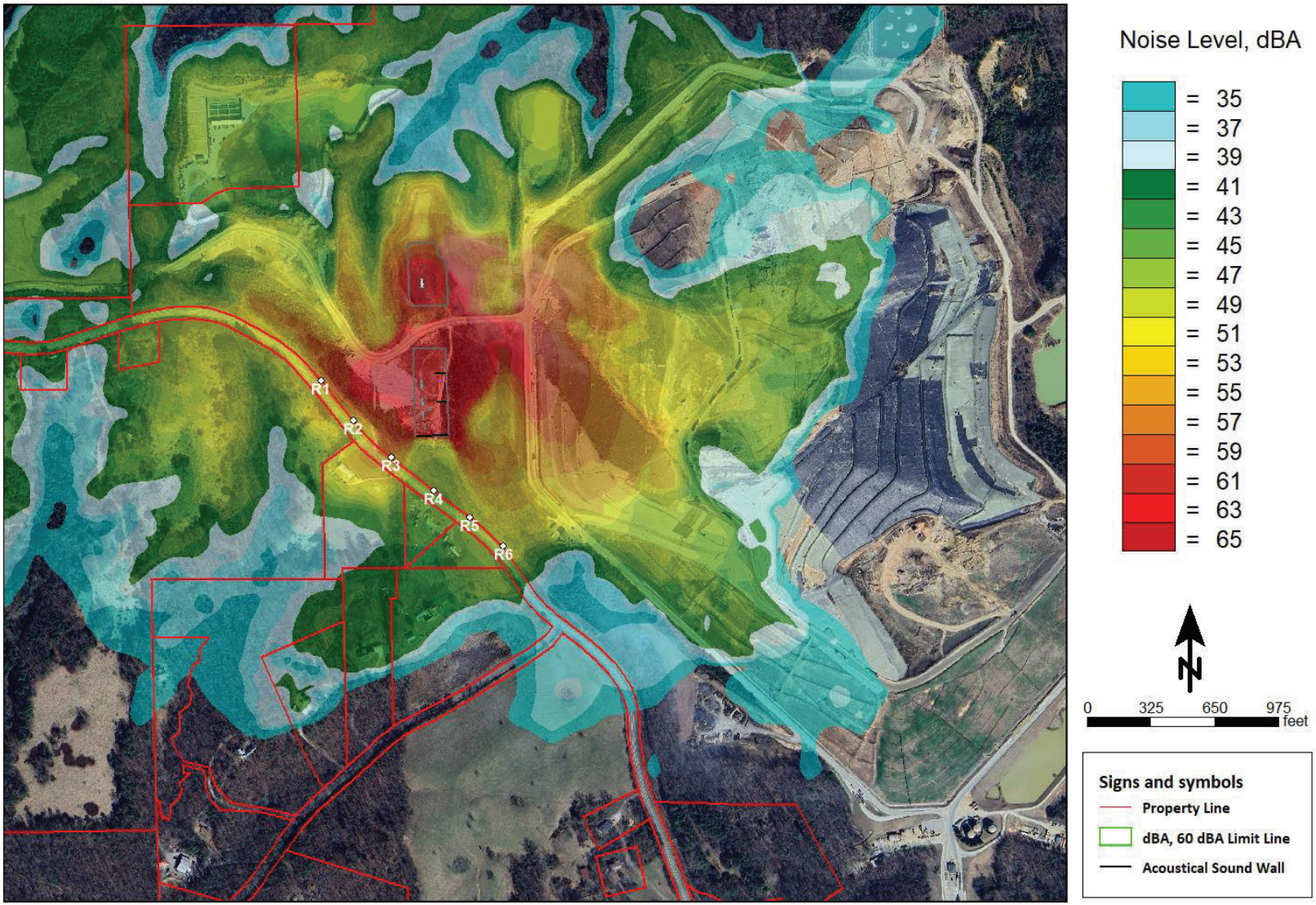


Figure 4 Scenario 1 - Mitigated Clean Eagle RNG Facility Noise Contour Map

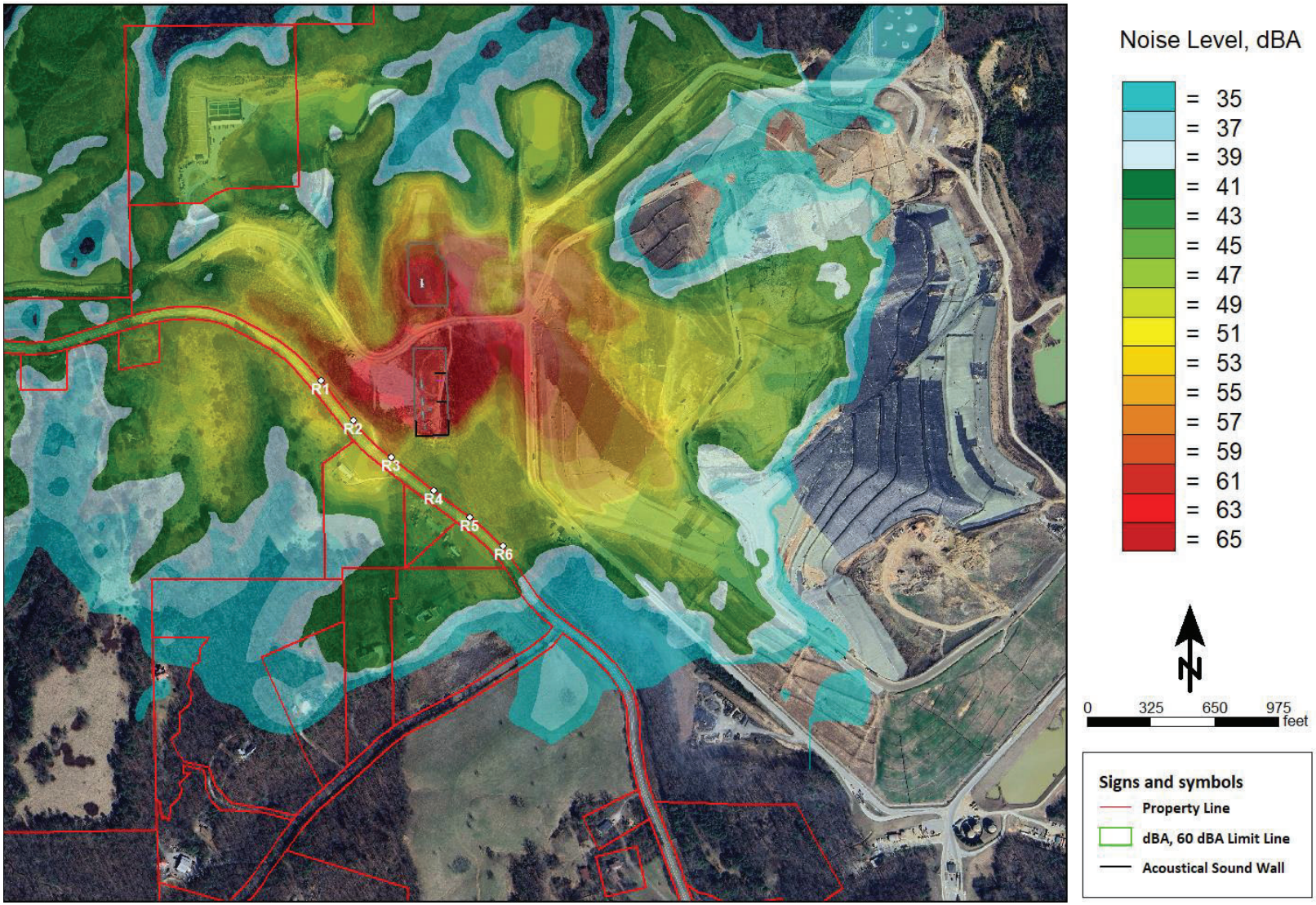


Figure 5 Scenario 2 - Mitigated Clean Eagle RNG Facility Noise Contour Map

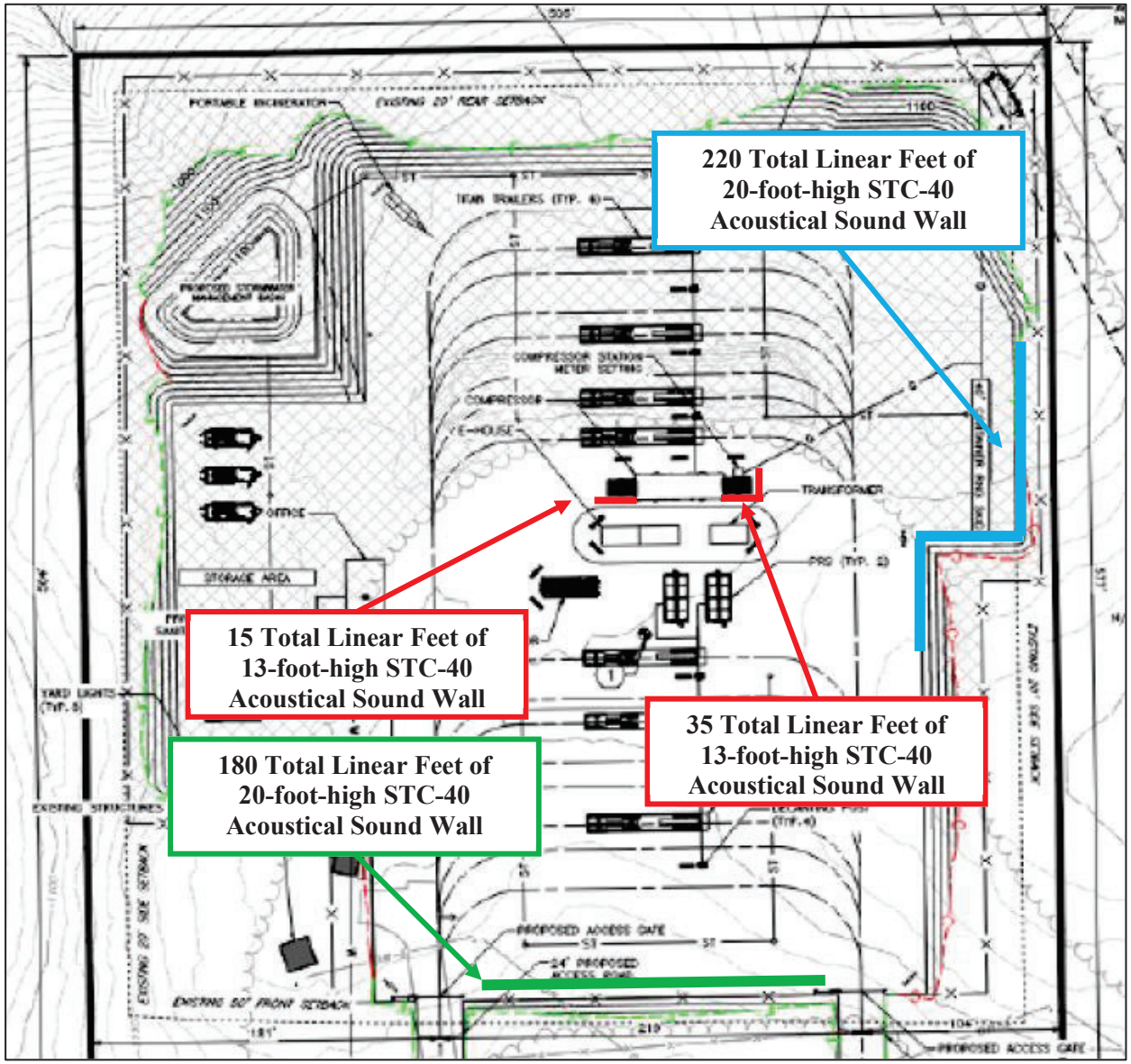


Figure 1 Clean Eagle Interconnect Mitigation Layout

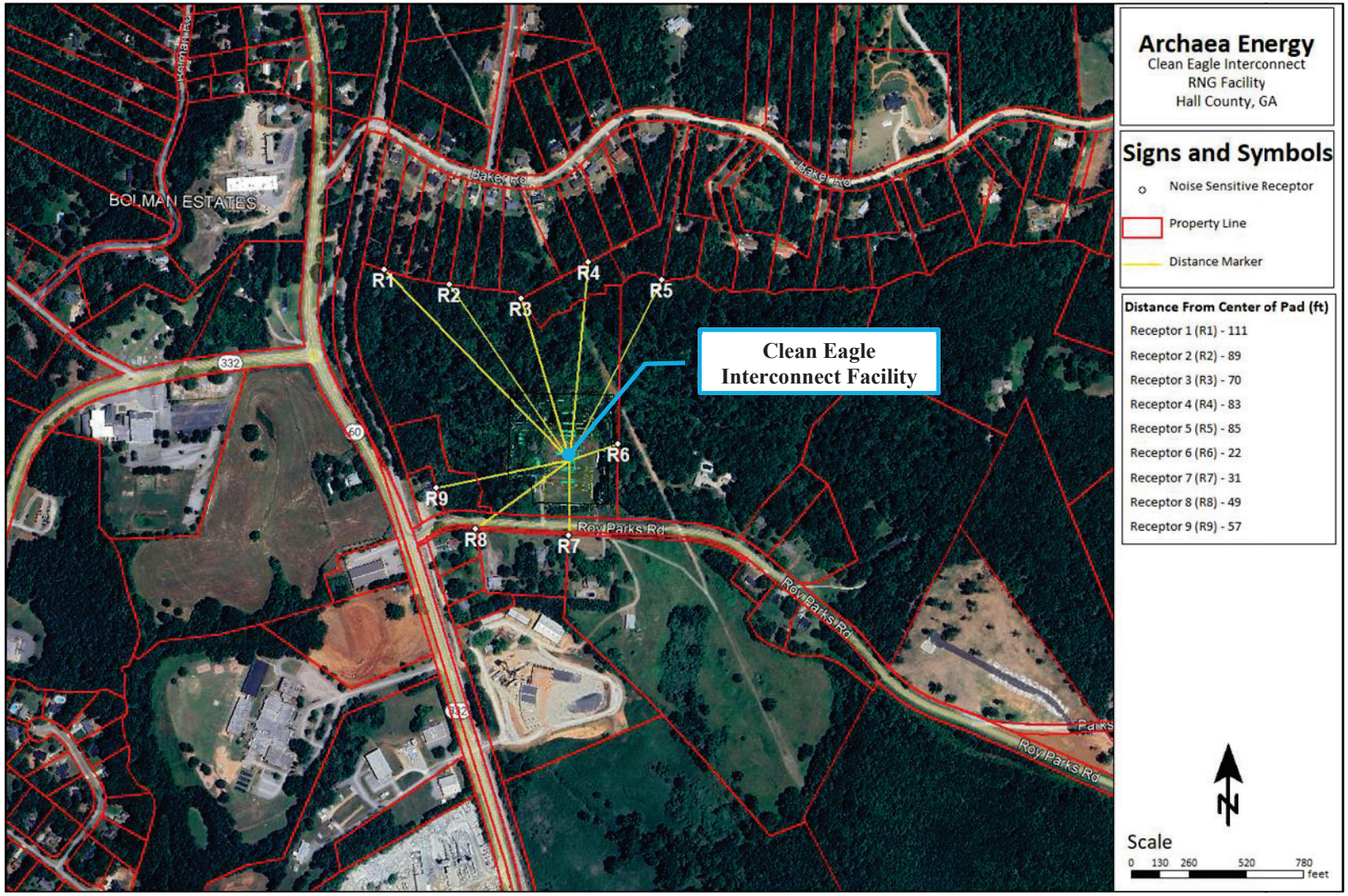


Figure 2 Site and Noise Sensitive Receptor Location

The results of the mitigated noise modeling are presented in Table 1. The locations in the tables correspond to the locations identified in Figure 2. The predicted noise levels represent only the contribution of the project operations and do not include ambient noise or noise from other facilities. Figure 3 shows the Scenario 1 - Mitigated Clean Eagle Interconnect Facility Noise Contour Map in dBA. The noise contours are provided in 2 dB increments with the color scale indicating the sound level of each contour.

Table 1 Mitigated Noise Modeling Results (dBA)

Receptor	Unmitigated Interconnect	Mitigated Interconnect	Reduction
Receptor 1	41	41	0
Receptor 2	43	43	0
Receptor 3	42	42	0
Receptor 4	40	40	0
Receptor 5	27	27	0
Receptor 6	57	42	-15
Receptor 7	51	44	-7
Receptor 8	44	42	-2
Receptor 9	46	46	0

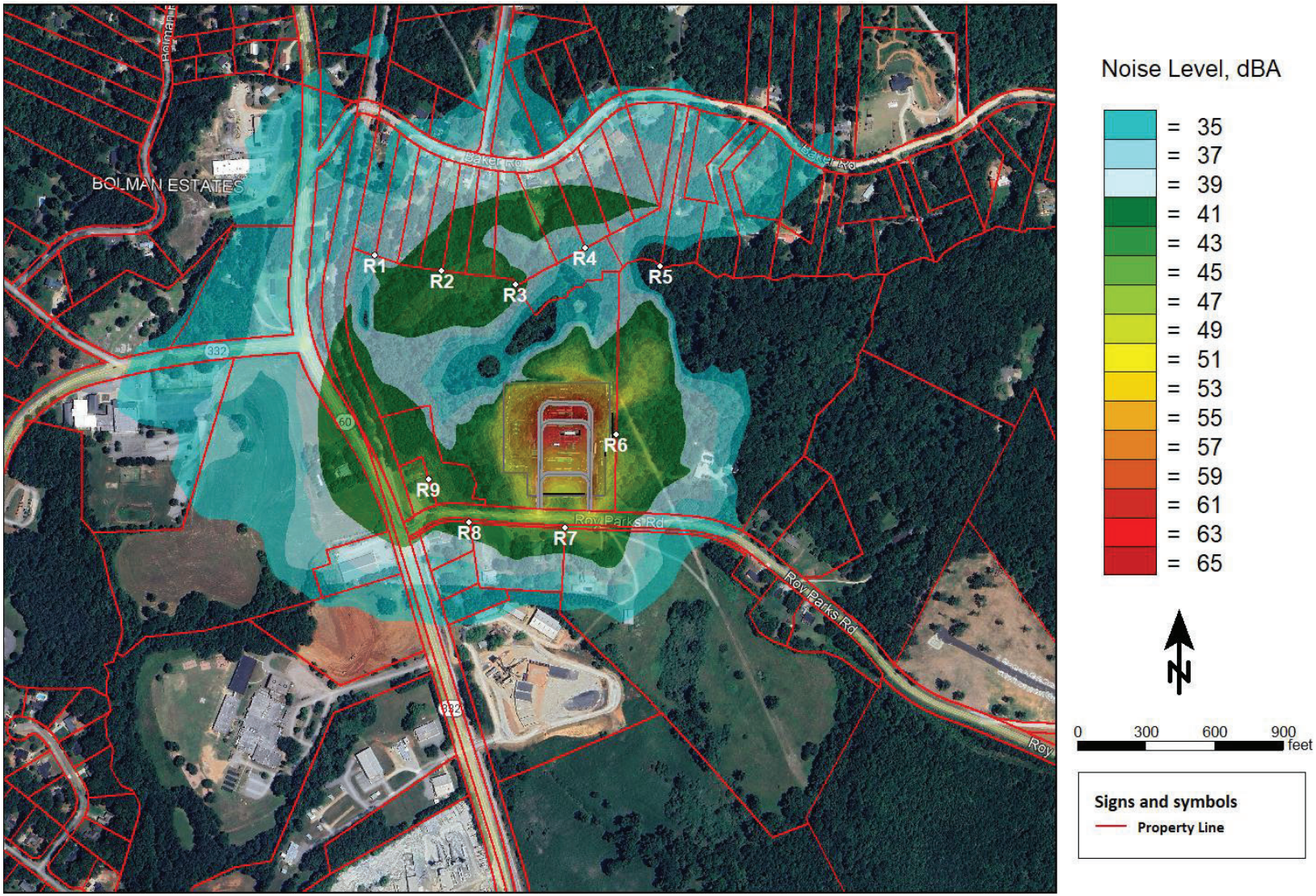


Figure 4 Mitigated Clean Eagle Interconnect Facility Noise Contour Map (dBA)

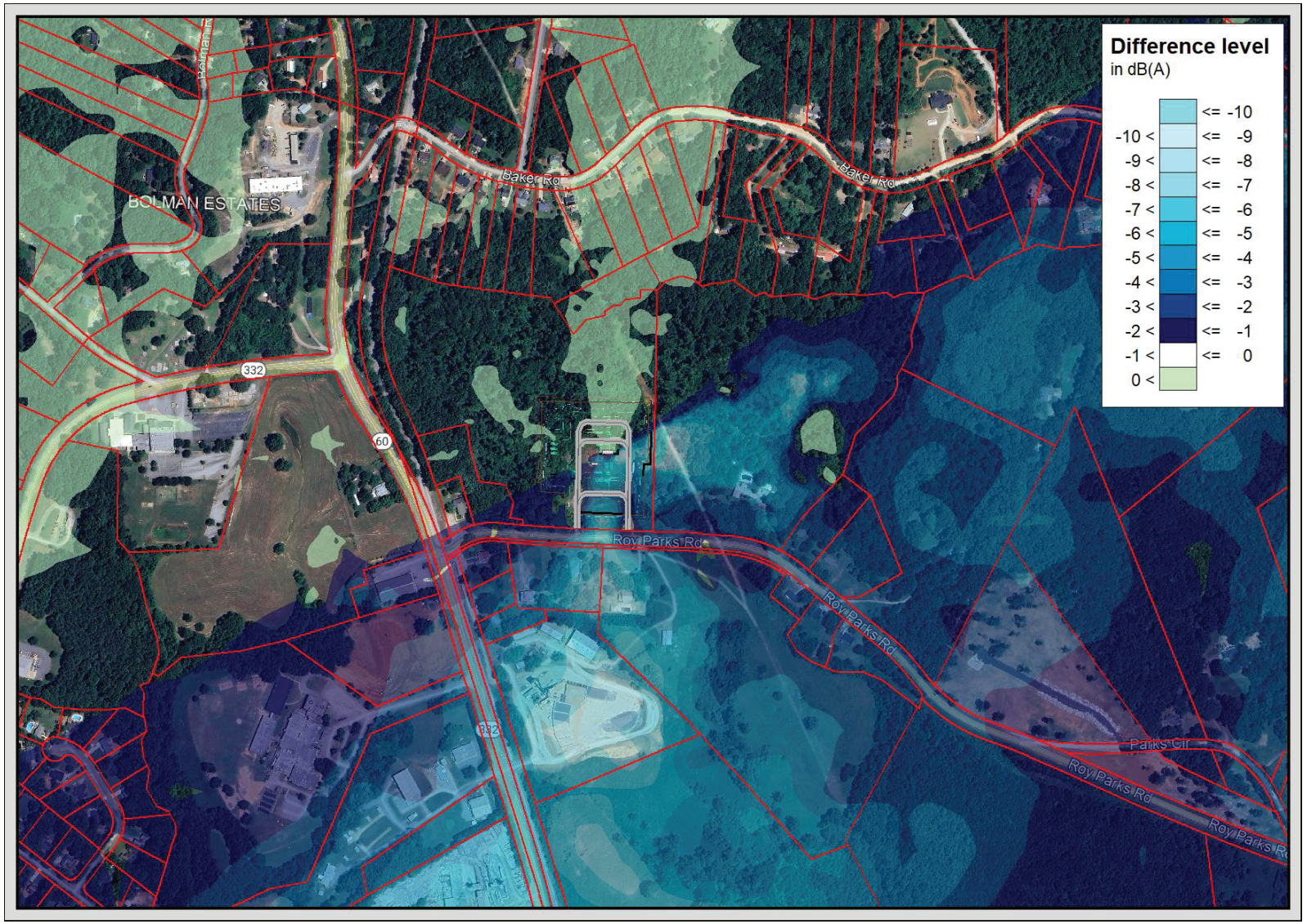


Figure 5 Mitigated Clean Eagle Interconnect Facility Difference Noise Contour Map (dBA)

Forsyth County Department of Planning & Community Development

November 27, 2024

Clean Eagle RNG, LLC
201 Helios Way, Floor 6
Houston, TX 77079

RE: ZA4191
Tax map/parcel 001-004

To Whom It May Concern:

As a result of the meeting held on November 19, 2024, the Forsyth County Planning Commission voted with four members in favor (Shawkat, Flack, Dineen and Schmidt) and one member opposed (Guy) to recommend approval of **ZA4191 – Clean Eagle RNG, LLC** to rezone from Mining Operations District (MINE) to Agricultural District (A1) on 32.16 acres with a Conditional Use Permit (CUP) to build an 880 sq. ft. methane to energy conversion facility and associated utility substation located adjacent to or contiguous with a MSW waste reclamation facility with 5 parking spaces with the following variances and conditions:

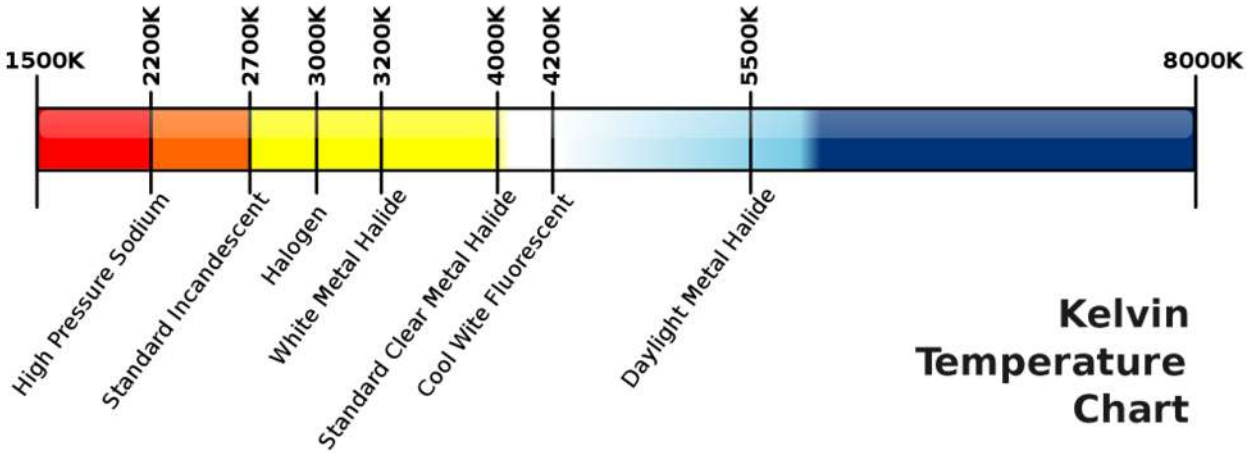
Variances:

1. Eliminate the 5,000 ft. sewer distance requirement to facilitate the use of an on-site septic disposal system (UDC 18-5.18).
2. Increase the maximum building height for the thermal oxidizer and flare only from 30 ft. to 65 ft. (UDC Table 15.2).

Conditions:

1. Any improvements to the water or sewer systems required to meet fire flow or other requirements shall be done at developer's expense.
2. There shall be a 10-foot minimum setback from all Utility Easements to any building, unless otherwise approved by Forsyth County W&S.
3. There shall be no trees planted within the right of way or in utility easements.

4. Clean Eagle RNG, LLC must submit a minor modification request to Solid Waste Management Program with a description and an update to the landfill's Design and Operation.
5. Applicant must apply for and receive an air quality permit from the state prior to any certificate of occupancy.
6. The Applicant/Developer shall not disturb the area between the Old Federal Road right of way and the "proposed 69' buffer from pole easement boundary" as delineated on the site plan; unless required by state or local authorities.
7. Tree removal on the site plan shall be restricted to the minimum necessary for the construction of the buildings and associated infrastructure.
8. Clean Eagle RNG, LLC shall implement any written recommendation by the Forsyth County Fire Department with respect to emergency preparedness or disaster mitigation and such recommendations shall be incorporated into these conditions.
9. Prior to receiving a certificate of occupancy, Clean Eagle shall prepare and submit to the Forsyth County Fire Department, a copy of its final Emergency Action Plan (EAP).
10. The final plant design for the Clean Eagle facility shall be substantially similar to the plant design, on the site plan.
11. Clean Eagle shall install backup generators to allow a safe and well-ordered shutdown of the process in the event of a loss of main line power.
12. The Clean Eagle facility shall be secured via locked perimeter fencing as set forth in the site plan.
13. No waste hauling truck traffic shall enter the gated area of the Clean Eagle facility, except to provide waste removal services to the Clean Eagle facility.
14. Any regulatory compliance documentation required to be issued to the State of Georgia shall be made available to Forsyth County, upon written request of the County.
15. All exterior lighting shall be furnished with shields, louvers and/or lenses to ensure that exterior lighting is directed downward, the light lamp is not visible from nearby properties, and that light spillage is otherwise kept to a minimum.
16. All lighting shall emit a low color temperature light having a Kelvin temperature of no more than three-thousand (3,000). Thereby, light emitted from any source on site will be in the "warm" spectrum and light with a bluish color, sometimes referred to as "daylight" lights, which are in the "cool" spectrum are prohibited. See the chart below for guidance.



17. A video surveillance system shall be installed, maintained, and recording at all times. The video cameras shall be of a sufficient number to capture video of the entire perimeter and/or interior of the site. All video cameras shall be capable of capturing video images in darkness, commonly referred to as "night vision" video, with low lux capabilities. The video surveillance system shall record and store all video from all cameras for not less than thirty (30) days. Upon request from Law Enforcement, including, but not limited to, Code Compliance, recordings shall be preserved for not less than thirty (30) days, as measured from the date of request, to allow time for legal authorization to obtain said recordings. Cameras shall be positioned, or the system shall be programmed so that video or images of privately-owned external properties is not recorded in order to avoid any invasion of neighbor's privacy. There shall be cameras positioned to capture the license plate of all vehicles entering and exiting the premises.

18. Upon commencement of operations, the grounds of the plant facility shall at all times be kept in an orderly and tidy manner with no outside storage of supplies, except during normal maintenance and shutdown operations; no trash or debris unsecured inside the gated area; and with all non-brick exterior finishes painted, rust-free, and otherwise in good condition.

19. Truck traffic shall only use the existing entrance into the landfill and shall be prohibited from accessing Old Federal from the subject property.

20. All portions of structures visible from the right-of-way shall be painted earth tone green and/or brown.

21. Any trucks carrying a gas cargo shall only travel on Old Federal Road, Highway 369, Highway 306, Highway 53, or Georgia Highway 400 while within the boundaries of Forsyth County.

Sincerely,

Secretary, Forsyth County Planning Commission

Forsyth County Department of Planning & Community Development

Margaret Ann Pryor, Planner II

January 10, 2025

Clean Eagle RNG, LLC
201 Helios Way, Floor 6
Houston, TX 77079

RE: ZA4191
Tax map/parcel 001-004

To Whom It May Concern:

This is to confirm that at their regular meeting on December 19, 2024, the Forsyth County Board of Commissioners approved the request to rezone from Mining Operations District (MINE) to Agricultural District (A1) on 32.16 acres with a Conditional Use Permit (CUP) to build an 880 sq. ft. methane to energy conversion facility and associated utility substation located adjacent to or contiguous with a MSW waste reclamation facility with the following variances and conditions:

VARIANCES:

1. Eliminate the 5,000 ft. sewer distance requirement to facilitate the use of an on-site septic disposal system (UDC 18-5.18).

2. Increase the maximum building height for the thermal oxidizer and flare only from 30 ft. to 65 ft. (UDC Table 15.2).

CONDITIONS:

1. Any improvements to the water or sewer systems required to meet fire flow or other requirements shall be done at developer's expense.

2. There shall be a 10-foot minimum setback from all Utility Easements to any building, unless otherwise approved by Forsyth County Department of Water and Sewer.

3. There shall be no trees planted within the right of way or in Utility Easements.

4. Clean Eagle RNG, LLC must submit a minor modification request to Solid Waste Management Program with a description and an update to the landfill's Design and Operation.

5. Applicant must apply for and receive an Air Quality Permit from the State prior to any Certificate of Occupancy.

6. The Applicant/developer shall not disturb the area between the Old Federal Road right of way and the “proposed 69’ buffer from pole easement boundary” as delineated on the Site Plan; unless required by State or local authorities.

7. Tree removal on the Site Plan shall be restricted to the minimum necessary for the construction of the buildings and associated infrastructure.

8. Clean Eagle RNG, LLC shall implement any written recommendation by the Forsyth County Fire Department with respect to emergency preparedness or disaster mitigation and such recommendations shall be incorporated into these conditions.

9. The final plant design for the Clean Eagle facility shall be substantially similar to the plant design, on the Site Plan.

10. Clean Eagle shall install backup generators to allow a safe and well-ordered shutdown of the process in the event of a loss of main line power.

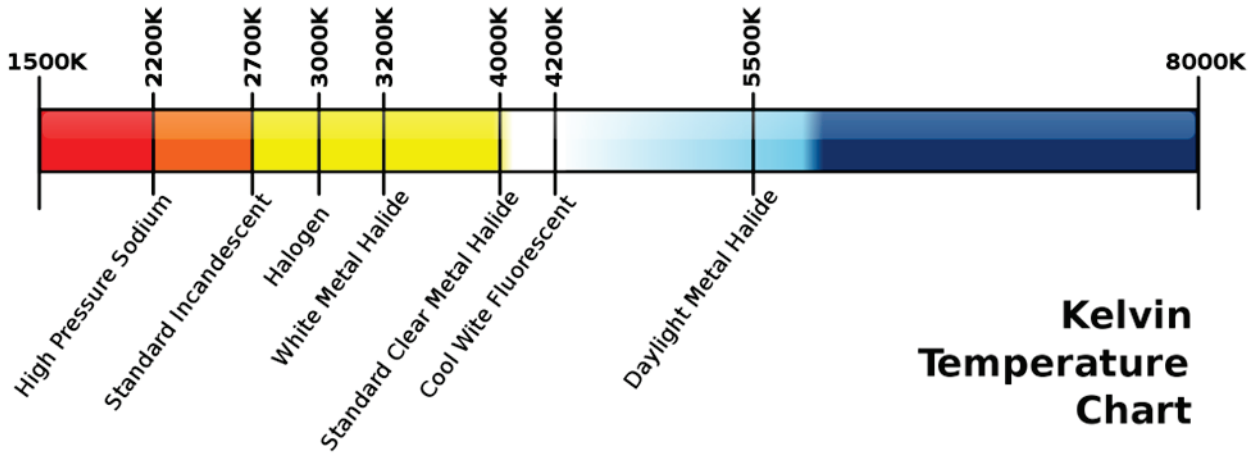
11. The Clean Eagle facility shall be secured via locked perimeter fencing as set forth in the Site Plan.

12. No waste hauling truck traffic shall enter the gated area of the Clean Eagle facility, except to provide waste removal services to the Clean Eagle facility.

13. Any regulatory compliance documentation required to be issued to the State of Georgia shall be made available to Forsyth County, upon written request of the County.

14. All exterior lighting shall be furnished with shields, louvers, and/or lenses to ensure that exterior lighting is directed downward, the light lamp is not visible from nearby properties, and that light spillage is otherwise kept to a minimum.

15. All lighting shall emit a low color temperature light having a Kelvin temperature of no more than three-thousand (3,000). Thereby, light emitted from any source on site will be in the “warm” spectrum and light with a bluish color, sometimes referred to as “daylight” lights, which are in the “cool” spectrum are prohibited. See the chart below for guidance.



16. A video surveillance system shall be installed, maintained, and recording at all times. The video cameras shall be of a sufficient number to capture video of the entire perimeter of the site and

shall have at least five (5) video cameras for the interior of the site. All video cameras shall be capable of capturing video images in darkness, commonly referred to as “night vision” video, with low lux capabilities. The video surveillance system shall record and store all footage that contains detection of people or vehicles from all cameras for not less than thirty (30) days. Upon request from Law Enforcement, including, but not limited to, Code Compliance, recordings shall be preserved for not less than thirty (30) days, as measured from the date of request, to allow time for legal authorization to obtain said recordings. Cameras shall be positioned, or the system shall be programmed so that video or images of privately-owned external properties is not recorded in order to avoid any invasion of neighbor’s privacy. There shall be cameras positioned to capture the license plate of all vehicles entering and exiting the premises.

17. Upon commencement of operations, the grounds of the plant facility shall at all times be kept in an orderly and tidy manner with no outside storage of supplies, except during normal maintenance and shutdown operations; no trash or debris unsecured inside the gated area; and, with all non-brick exterior finishes painted, rust-free, and otherwise in good condition.

18. Prior to receiving a Certificate of Occupancy, Clean Eagle shall prepare and submit to the Forsyth County Fire Department, a copy of its final Emergency Action Plan (EAP).

19. Truck traffic shall only use the existing entrance into the landfill and shall be prohibited from accessing Old Federal from the subject property.

20. All portions of structures visible from the right-of-way shall be painted earth tone green and/or brown.

21. Any trucks carrying a gas cargo shall only travel on Old Federal Road, Highway 369, Highway 306, Highway 53, or Georgia Highway 400 while within the boundaries of Forsyth County during normal operations. Trucks may be rerouted onto approved hazmat routes during abnormal operating conditions caused by natural disasters, weather, construction, or other incidents that cause the approved trucking route to be impassable.

22. A traffic signal/roundabout warrant study of the intersection of Old Federal Road and Highway 369 shall be completed and submitted to Forsyth County before any Land Disturbance (LDP) Permits are issued. Provided that the warrant study indicates the need for improvements at the said intersection, prior to issuance of an LDP, developer shall also contribute $20,000.00 to Forsyth County towards the engineering design of road improvements at the intersection, which funds shall be placed in escrow. It is understood that authority to construct and design the improvements rests with the Georgia Department of Transportation (GDOT). If said engineering design is not completed by GDOT within five (5) years of the date of payment, developer shall have no further obligation pursuant to this condition and the escrowed funds will be released to the developer.

Please be advised that if a complete application for a land disturbance permit is not submitted within eighteen (18) months of the date of zoning approval referenced in this letter, the property *may* be placed on a Board of Commissioners agenda for consideration of a county-initiated rezoning to a constitutional zoning designation for the property pursuant to the Forsyth County Unified Development Code (UDC) § 8-5.5(I).

Please be advised that subsequent amendments to the UDC following this zoning approval *may* include modifications to permitted uses and development standards within some or all zoning categories. It is possible in certain instances that these amendments may substantially affect the development and use of the property as originally approved through the zoning process. Additional applications and public hearings may be necessary in some cases.

Please contact the Planning & Community Development Department directly with questions or for more information.

Sincerely,

Margaret Ann Pryor

Margaret Ann Pryor
Planner II

Kristie Turner (Planning)

From: Nick Swafford <NSwafford@gainesvillega.gov>
Sent: Tuesday, September 24, 2024 10:14 AM
To: Kristie Turner (Planning)
Cc: Amanda Graham; Steve Gilliam
Subject: Clean Eagle Interconnect 4212 Roy Parks Road Water Availability

Follow Up Flag: Follow up
Flag Status: Flagged

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 Kristie,

Please allow this email to serve as confirmation of water availability for the subject property. The City of Gainesville water system currently serves this property with an existing water meter, and according to the rezoning narrative, will be sufficient to serve the anticipated water demands of the proposed project. If you require anything further, please let me know.

Thanks,

Nick Swafford
Permitting Services & GIS Manager
Department of Water Resources

GAINESVILLE

O | **770.538.2452**
www.gainesville.org

300 Henry Ward Way, Ste. 305
Gainesville, GA 30501

Kaitlyn Elliott (Planning)

From: Emily McGahee (Environmental Health)
Sent: Tuesday, October 15, 2024 8:24 AM
To: Kaitlyn Elliott (Planning); Katie L. Greenway (CDI: Planning); Beth Garmon (CDI: Planning)
Cc: Kelly Hairston (Environmental Health); Chad Harper (Environmental Health)
Subject: HCPC Tentative Agenda 11.18.24

Please find Environmental Health comments below:

Item 1, 4031 Brock Drive, Mandujano: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system.

Item 2, 6515 New Bethany Rd, Genuine Mapping: Must meet all Environmental Health commercial septic system permitting requirements. Please be advised that Proposed Building 3 is shown over the septic system as shown in HDEV23-0073. An additional plan review fee will be assessed prior to review of proposed changes to the previously approved plan.

Item 3, 4212 Roy Parks Rd, Clean Eagle RNG: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation may be required after review of business plan.

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.

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

PUBLIC WORKS AND
UTILITIES DIRECTOR
Bill Nash, P.E.

Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

MEMORANDUM

To: Beth Garmon, Director of Planning and Zoning

From: Bill Nash, Director of Public Works and Utilities

Date: October 17, 2024

Subject: November 18, 2024 - Hall County Planning Commission Agenda

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the November 18, 2024 meeting. Upon review, we provide the following comments.

NEW BUSINESS

1. **4031 Brock Drive | Variance |** 17.240.010 to reduce the left side yard setback | on a 0.35± acre tract located on the north side of Brock Drive approximately 620 feet from its intersection with Oakwood Road | Zoned R-II, Tax Parcel 08053 001029 | **Proposed Use: Detached garage | *** Commission District 2 | **Ann Mandujano, applicant**

a. **Engineering:** No Comment
b. **Traffic:** No Comment
c. **Utilities:** No Comment

2. **6515 New Bethany Road | Amend Conditions of Zoning** | on a 1.86± acre tract located on the east side of New Bethany Road at its intersection with Old Lanier Islands Drive | Zoned PID, Tax Parcel 07330 001006B | **Proposed Use: Expansion of storage area** | ** Commission District 2 | **Genuine Mapping and Design, LLC, applicant**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
Must follow all development requirements
b. **Traffic:** Driveway to meet traffic engineering requirements
c. **Utilities:** Hall County has no sanitary sewer in the area

3. **4212 Roy Parks Road | Rezone |** from Agricultural Residential (AR-IV) and Highway Business (H-B) to Planned Industrial Development (PID) | on a 22.45± acre tract on the north side of Roy Parks Road approximately 408 feet from its intersection with Candler Road | Zoned AR-IV & H-B, Tax Parcel: 15024 000008 | **Proposed use: Natural gas facility |** ** Commission District 3 | **Clean Energy RNG, LLC, applicant**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
   Must follow all development requirements
b. **Traffic:** Driveway to meet traffic engineering requirements
   Recommend access in and out of Roy Parks Road be conditioned to be via SR6D (Candler Road) only.
c. **Utilities:** Hall County has no sanitary sewer in the area

Kaitlyn Elliott (Planning)

From: Chavers, Veronica E <VChavers@dot.ga.gov>
Sent: Thursday, October 17, 2024 2:16 PM
To: Kaitlyn Elliott (Planning); Beth Garmon (CDI: Planning)
Subject: RE: Tentative Planning Agenda for November 18, 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.

From: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Sent: Thursday, October 10, 2024 2:50 PM
Subject: Tentative Planning Agenda for November 18, 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 Afternoon,

Here is the Tentative Agenda and Maps for the **Monday, November 18, 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, October 17rd .** Email comments to Beth (bgarmon@hallcounty.org) and Kaitlyn (kelliott@hallcounty.org).

CALL TO ORDER

AGENDA REVIEW

APPROVAL OF MINUTES – November 4, 2024

NEW BUSINESS

1. **4031 Brock Drive | Variance |** 17.240.010 to reduce the left side yard setback | on a 0.35± acre tract located on the north side of Brock Drive approximately 620 feet from its intersection with Oakwood Road | Zoned R-II, Tax Parcel 08053 001029 | **Proposed Use: Detached garage | *** Commission District 2 | **Ann Mandujano, applicant**
   No GDOT coordination required

2. **6515 New Bethany Road | Amend Conditions of Zoning** | on a 1.86± acre tract located on the east side of New Bethany Road at its intersection with Old Lanier Islands Drive | Zoned PID, Tax Parcel 07330 001006B |

Proposed Use: Expansion of storage area | ** Commission District 2 | **Genuine Mapping and Design, LLC, applicant** **No GDOT coordination required**

3. **4212 Roy Parks Road | Rezone |** from Agricultural Residential (AR-IV) and Highway Business (H-B) to Planned Industrial Development (PID) | on a 22.45± acre tract on the north side of Roy Parks Road approximately 408 feet from its intersection with Candler Road | Zoned AR-IV & H-B, Tax Parcel: 15024 000008 | **Proposed use: Natural gas facility |** ** Commission District 3 | **Clean Energy RNG, LLC, applicant** **Due to the proximity to State Route 332, GDOT coordination is required.**

*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, January 9, 2025, 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, January 9, 2025. 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,

Kaitlyn Elliott
Planning Commission Clerk
Hall County Community Development and Infrastructure
(770) 531-6810 www.hallcounty.org

HALL COUNTY
GEORGIA
*We have it **all** in Hall*

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.

Kaitlyn Elliott (Planning)

From: John Hornick (Fire Services)
Sent: Thursday, October 17, 2024 3:14 PM
To: Beth Garmon (CDI: Planning)
Cc: Katie L. Greenway (CDI: Planning); Kaitlyn Elliott (Planning); Michael Vieira (Fire Services); Jerry Smith (Fire Services)
Subject: Fire Comments

Monday, November 18, 2024 Hall County Planning Commission Meeting.

1. **4212 Roy Parks Road | Rezone |** from Agricultural Residential (AR-IV) and Highway Business (H-B) to Planned Industrial Development (PID) | on a 22.45± acre tract on the north side of Roy Parks Road approximately 408 feet from its intersection with Candler Road | Zoned AR-IV & H-B, Tax Parcel: 15024 000008 | **Proposed use: Natural gas facility |** ** Commission District 3 | **Clean Energy RNG, LLC, applicant**

   Fire Comments:

   1) **Obtain all applicable local, state and federal permits.**
   2) **Meet all applicable requirements of the International Fire Code 2018 edition including any state modifications 120-3-3**
   3) **Meet all applicable National Fire Protection Agency standards.**
   4) **If approved may require modifications during the Hall County development review process.**

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

Hall County Board of Commissioners

Hall County Planning Commission

2875 Browns Bridge Road

Gainesville, GA 30504

RE: Rezoning Request Clean Eagle RNG, LLC Application to Rezone 4212 Roy Parks Road, Gainesville, GA 30507 to Planned Industrial Development Parcel ID Number 150240008

Dear Commissioners,

I am the executor of the Estate of Joyce Adams Roberts, the owner of the property that is the subject of the above application for rezoning. My residence address is 4176 Roy Parks Road, Gainesville, GA 30507, and my house is adjacent to the property being rezoned.

I have met with representatives of the applicant, Clean Eagle RNG, LLC, and I have read and approved the Application and Narrative, which were submitted to the Hall County Planning and Development Department, dated September 20, 2024.

The current use of the 6.63 acres of the property is a firearm shooting range, and the remaining 15.70 acres of land is forested and unimproved. The 6.63-acre tract is currently zoned H-B. The development will be limited to the 6.63-acres depicted in the Site Plan, preserving the remaining 15.70 -acres as forested and unimproved land with setbacks consistent with the zoning requirement. The development ensures a buffer of approximately 1,000 feet from residential neighbors to the north, maintaining the rural character and natural beauty of the area.

Following the rezoning of the property and the development of the decanting facility that will inject renewable natural gas into the existing Liberty pipeline, I will continue to live and reside at 4176 Roy Parks Road, which is adjacent to the property, as shown on the attached GIS.

I feel comfortable continuing to reside adjacent to the development and feel that the development will not be detrimental to my house or to any of the adjoining neighbors. I also feel confident that it will neither damage nor harm their property values nor my property values. I plan on attending the rezoning hearings and expressing my support of the rezoning.

Sincerely,

Faye R Pass

Faye Roberts Peck Pass

Liberty
2300 Victory Drive
Columbus, GA 31901
T: [redacted]

Date: 10 October 2024

Hall County Board of Commissioners

Hall County Planning and Zoning Commission

2875 Browns Bridge Road

Gainesville, GA 30504

Subject: Clean Eagle Decompression and CNG facility_ Roy Parks Road

Liberty Utilities (Peach State Natural Gas) Corp. would like to express our strong support for the Clean Eagle renewable natural gas (RNG) decompression and compressed natural gas facility being presented to the rezoning commission. Liberty Peach State provides natural gas distribution service to approximately 60,000 customers in Georgia, of which 9,000 are in Hall County. The proposed Clean Eagle facility will help Liberty Peach State bring locally sourced conforming natural gas to our customers in Hall County. Locally sourced natural gas is a clean, affordable, and reliable energy that helps mitigate reliance on natural gas markets and adds resilience to our distribution system. Additionally, this project will help bring downward pressure to customer rates.

By capturing methane currently being released into the atmosphere, this project will remove harmful contaminants, then deliver clean natural gas to customers on our Hall County distribution system. Locally sourced natural gas provides a unique opportunity for Hall County to turn Georgia waste into a source of independently created clean energy. While removing harmful greenhouse gases from our environment, this project will create new jobs and business opportunities in Hall County.

The location (Roy Parks Road) being considered for this project is adjacent to Liberty's Hall County transmission line. This site was deliberately selected for this reason, as the transmission line is the only place Liberty can accept/deliver the volumes of natural gas necessary to enable the project.

As always, Liberty Peach State appreciates your consideration of its comments. Hall County and the customers we serve are our priority, and we are committed to deliver safe, reliable, and affordable energy to you. This commitment will extend far beyond the duration of this project.

Sincerely,

Clint Cox

Clint Cox

Director of Business Planning

Liberty Utilities (Peach State Natural Gas) Corp.

Denise Farmer (770-540-8810)
Candler United Methodist Church
4236 Roy Parks FD
Gainesville, GA 30507
470-354-5872

March 10, 2025

Hall County Planning and Development
Hall County Commissioners
Browns Bridge RD
Gainesville, GA 30506

RE: Rezoning Application of Clean Eagle RNG, LLC

To Members of the Board of Planning and Development and County Commissioners:

The Members and Leadership of Candler United Methodist Church have reviewed the Zoning Application of Clean Eagle RNG, LLC. Based on the application we anticipate that Clean Eagle RNG, LLC and Liberty Utilities Corporation will be a responsible and supportive neighbor. We will not object to the rezoning of the property as outlined in the application.

Sincerely,

Denise Farmer (770-540-8810)

Candler United Methodist Church

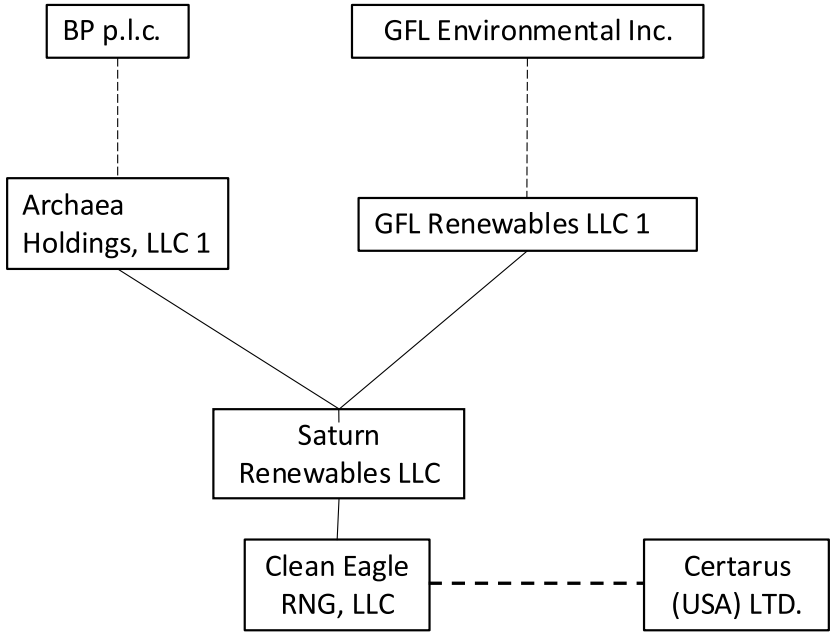
Clean Eagle RNG, LLC

4212 Roy Parks Road, Gainesville, GA Project

A Joint Venture between
Archaea Energy and GFL Environmental

Introductions

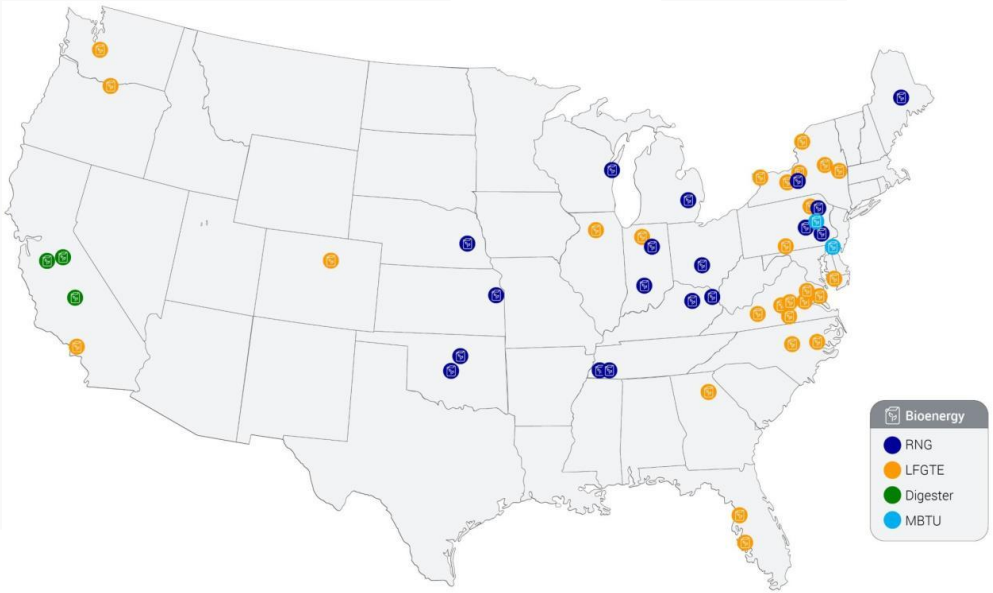
Saturn, Archaea, GFL, Certarus



1. Archaea Holdings, LLC is an indirect wholly-owned subsidiary of bp, p.l.c. (NYSE: bp) and GFL Renewables LLC is an indirect wholly-owned subsidiary of GFL Environmental, Inc. (NYSE: GFL).
2. Clean Eagle RNG, LLC is registered to do business in Georgia and will own the property and operating equipment on the Subject Property. Clean Eagle RNG, LLC will construct, own, and operate the RNG Facility in Forsyth County.
3. Clean Eagle RNG, LLC is contracting with Certarus (USA) Ltd., who will be responsible for (1) the construction, operation, and maintenance of the injection facilities on the Subject Property in Hall County, and (2) the loading, unloading, and transportation of the RNG from Forsyth County to the Subject Property in Hall County. Certarus is also registered to do business in Georgia.

Archaea Energy:
Who we are, What we do

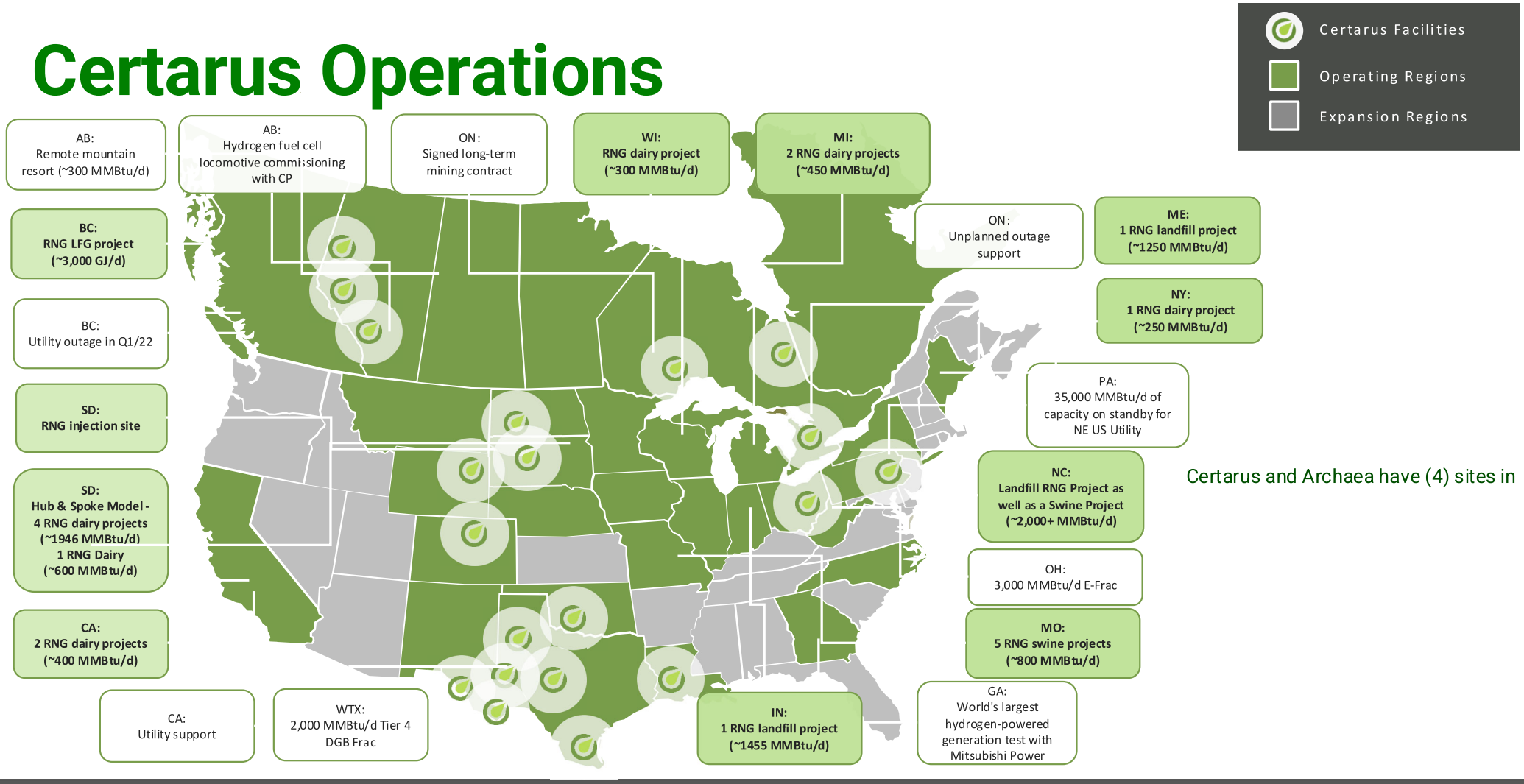
- Archaea is the largest renewable natural gas (RNG) producer in the U.S.
- We use an innovative, industry-leading process for capturing landfill emissions (CH4 and CO2) and converting them into low-carbon fuel.
- Own and operate over 50 sites safely nationwide.
- Focused on long term partnership.
- Currently have 4 trucking + injection site operations with Certarus in California, Indiana, and Maine.



Video: The RNG Process

https://www.bp.com/en_us/united-states/home/news/features-and-highlights/how-bp-turns-landfill-waste-into-renewable-natural-gas.html

Certarus Operations



Certarus and Archaea have (4) sites in

Liberty System Needs This Gas to Service its Customers in Hall County[1]

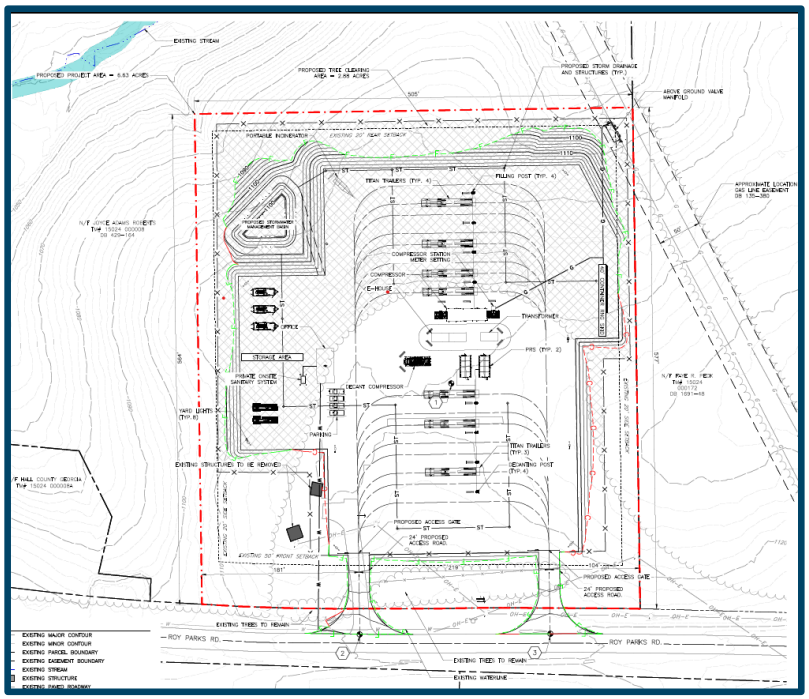
- Liberty sent the curtailment letters to 31 customers this winter to ensure gas was available to heat homes. All were large volume gas consumers. (Large commercial and industrial, transportation, and those that opted for interruptible service rates).
- Liberty is replacing the Gainesville transmission line so in the future they can increase the volume of gas that feeds the Gainesville distribution system (enabling future customer growth). This solves the physical challenge of moving the appropriate volume of gas but does not provide the molecules automatically.
- TRANSCO, who owns and operates the Intrastate pipeline that Liberty procures molecules from to deliver to Gainesville is currently fully subscribed. Meaning, even if Liberty could move more gas physically, there is currently no more gas to buy on that pipeline. It is all spoken for.
- Gainesville continues rapid economic growth, and without upgrading Liberty's infrastructure, and adding additional gas procurement to Liberty's system, Liberty would struggle to meet the continued demand for NG in Gainesville.
- The Clean Eagle project brings 1.4 BCF/yr of natural gas to the system near at end of the Liberty line, which is near the curtailed customers and helps solve the additional gas procurement that Liberty needs.
- In addition, this benefits the community in the event of a natural disaster. The project can provide emergency compressed natural gas relief to customers and businesses in the event of a pipeline outage or natural disaster, ensuring a temporary supply until local utility services can be restored.

SATURN RENEWABLES

1. See Liberty Support Letter appended hereto and part of the application materials.

Why This Location on Liberty's Pipeline

- Potential sites are limited to those along/near existing pipeline infrastructure & properties that are for sale.
- Can only inject on the transmission system.
- 3rd party system hydraulic study completed confirming that the additional capacity would not adversely impact flow on Liberty's system
- Other identified locations on the northern end of the Liberty Distribution system did not have enough customers to consume the gas which would backpressure the Liberty System during the peak summer load.
- Considerations of locating site:
  - Limited to properties that are for sale
  - Outside of heavily populated areas.
  - Adjacent to Liberty Gainesville Transmission line.
  - Minimize environmental impact.
  - Closest to the industrial user needs.
  - Minimizing trucking time on road for safety and economics.



SATURN RENEWABLES

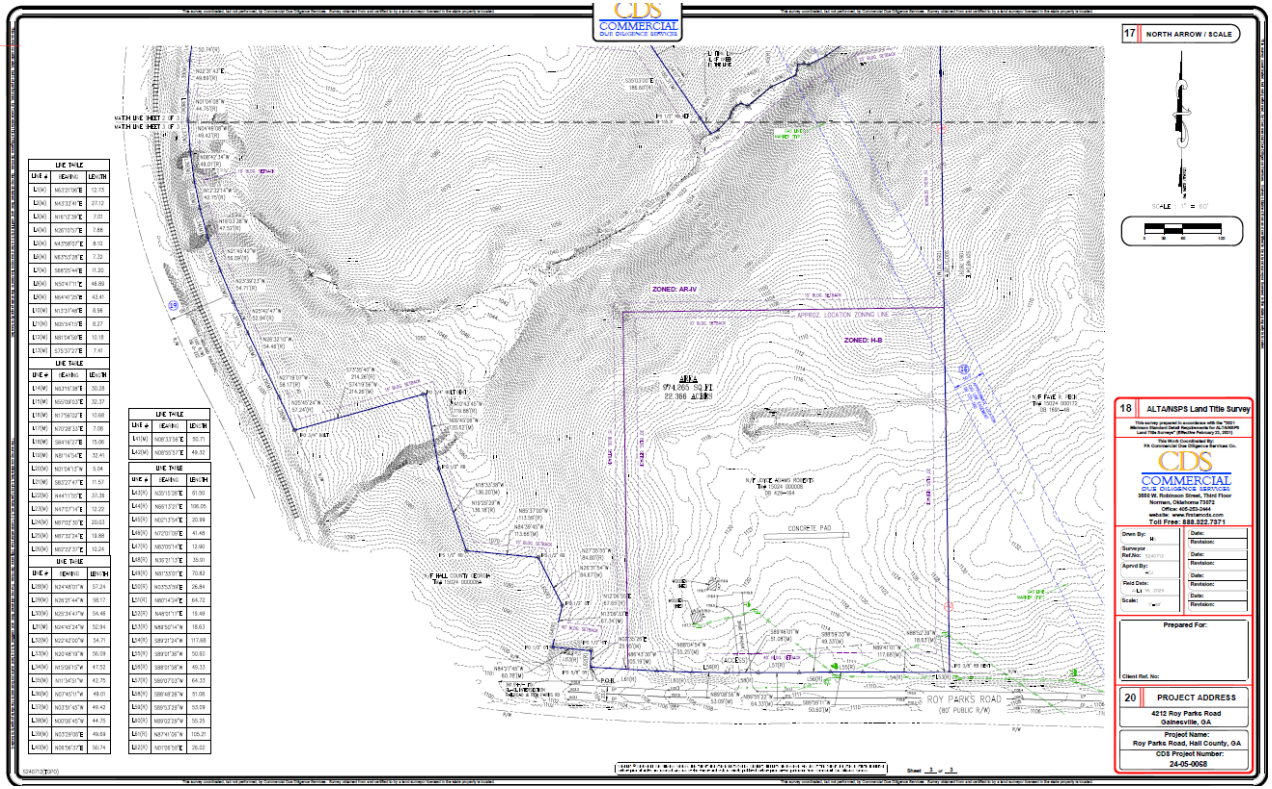
1. See Liberty Support Letter appended hereto and part of the application materials.

Clean Eagle RNG, LLC Project Overview

Proposed Hall County Project

4212 Roy Parks Rd, Gainesville, GA 30507

- **Clean Eagle is under contract to purchase the full 22-acre property. The development will be confined to the 6.63 acres depicted below that is currently zoned Highway-Business. This preserves the remaining 15.7 acres as forested and unimproved land.**
- **The proposed project will be an unloading/loading facility to inject renewable natural gas into and take natural gas from the Liberty pipeline system that currently runs through the property.**
- **This is not a waste related recovery facility. No filtration, processing, combustion, gasification, or landfill gas recovery takes place on the Property. This occurs at a facility located in Forsyth County, GA.**



SATURN RENEWABLES

Maintains Rural Integrity of the Property

- While the site is inconsistent with the "Rural Scenic Nodes and Corridors" in the Comprehensive Plan, the project preserves the natural buffer from Roy Parks Road and the residential neighbors.
- The majority of the existing vegetation and wooded areas are preserved.[1]
- There are other industrial uses in this designated area as well:
  - Ampro Products, Inc. (I-2 Zoning) – 1.1 miles away
  - Baldwin Paving Company (I-4 Zoning) – 0.4 miles away
  - CW Matthews Contracting / Hanson Aggregates Southeast, LLC (I-2 Zoning) – 1.5 miles away

The above facility is an example of the Injection Facility that will be located at the Project Site in Hall County. As depicted above, there is minimal development to the area.

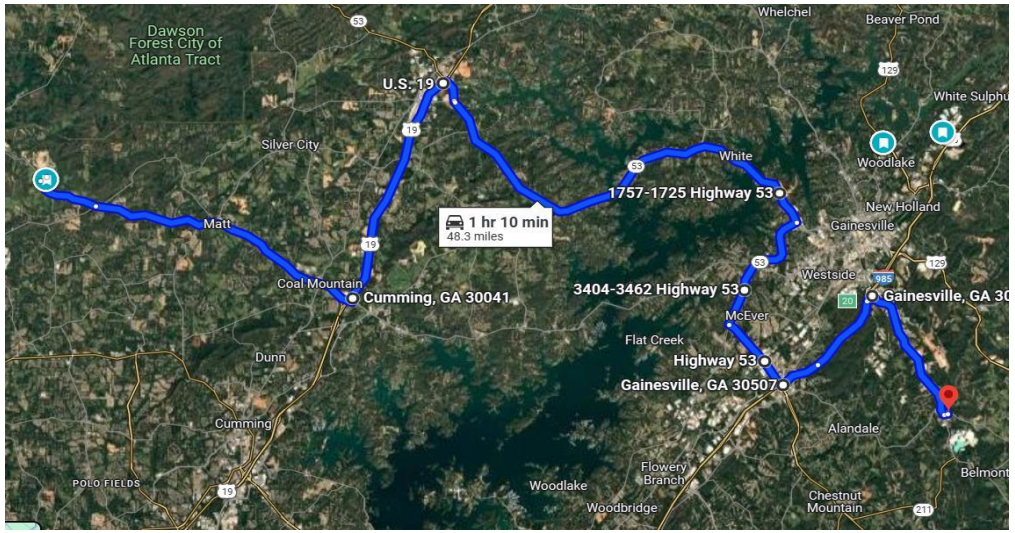
The images are from the 3-D renderings included in the zoning application, showing the view of the facility from Roy Parks Roadand the perimeter. These renderings illustrate that the facility is minimally visible from the road and have a substantial wooded buffer to neighboring properties to the north and east.

1. See support letters appended hereto and part of the application materials from the immediate adjacent neighbor to the east (Faye Peck Pass) and the church to the west.

Collaborated with Forsyth & Hall County Representatives to Determine the Proposed Trucking Route

- Applicant had several conversations with Hall and Forsyth County to address traffic concerns. Revision shown here.
- Applicant agreed to limit truck traffic (1) Monday – Friday from 6:45 am – 7:45 am and 2:25 – 4pm to align with the school zone time frames and avoid high traffic times and (2) during church service start and end times on Sundays.
- Hall County proposed the following condition to the applicant's zoning approval: "Within Hall County, truck traffic on Highway 53 will be limited to that section between McEver Road and the Hall/Forsyth county line and must utilize I-985 to travel from Highway 53/Mundy Mill Road and GA-60/Candler Road."

Name	Location	Percentage of Future Traffic
Roy Parks Road	East of Candler Road	3.5%
Candler Road (SR 60)	South of Lee Land Road (North of site)	1.0%
Candler Road (SR 60)	North of I-985 interchange	0.5%
Dawsonville Highway (SR 53)	South of McEver Road	0.5%
Dawsonville Highway (SR 53)	East of Saridis Road	0.5%
Keith Bridge Road (SR 306)	South of Leland Drive	1.0%
Browns Bridge Road (SR 369)	West of US 19	0.6%
Matt Highway (SR 369)	East of McBrayer Road	1.4%



- Applicant also conducted a traffic study to determine the projected traffic impact from its operations.
- The study indicated that the Project will have no significant impact on the operations of the adjacent study intersections and roadways.
  - Projected site traffic is expected to make up no more than 1% of Average Annual Daily Traffic volumes on the study roadways with the exception of Roy Parks Road.
  - Projected site traffic is expected to make up less than 2% of peak hour traffic volumes on the study roadways with the exception of Roy Parks Road which is approximately 5% or less.

Safety

4212 Roy Parks Rd, Gainesville, GA 30507

- Certarus
  - Impeccable Safety Record
  - Best in class Technology, Training, and incentives.
  - Emergency Response Plan (ERP) & Emergency Response Assistance Plan (ERAP)– Already developed and ready for fire dept review and feedback.
  - Facility and trucks are designed with automation and redundancy meeting and exceeding safety standards to prioritize safety for employees and community.
  - Stringent driver qualifications, including requiring drivers to undergo rigorous training programs to handle natural gas safely and respond effectively to any emergencies.
- Hall County Fire Department Hazmat Capabilities
  - Met with Fire Dept and reviewed project with no comments other than concern of trucks getting stalled on tracks due to traffic at Chandler crossings.
  - Hall Co has HAZmat capabilities for hazardous materials already on the roads and trains passing through Hall Co everyday.
  - Requested a drone to assist with aerial imagery in case of emergency situations.
- Roy Parks and Chandler Road
  - Reviewed with CSX. Only 2 trains per month.
  - Plan to install alerting devices North and South of intersection within 2 miles to alert Certarus of incoming trains to respond to fire department's concern. Will delay any trucking when a train is in the area to avoid interruptions with trains.
  - In the event of an emergency, CSX will stop trains upon notification to its Public Safety Coordination Center.

Driving Simulator

Roy Parks and Chandler Road.

Realtime AI Driver tracking

Reinforced Trailer and Auto Vent Technology

In-Vehicle Monitoring of Driver	Dispatch Center Staffed 24/7	Fire Protection System
Emergency Shut Down	Brake Interlock (Trailer Doors)	Passive over-pressure protection
Grounding and Bonding Equipment	Roll Stability Support via ABS	Smart Trailer Technology

Trailer Technologies leveraged to enhance logistics, driver safety and fleet security.

SATURN RENEWABLES

Appendix

Hall County Board of Commissioners

Hall County Planning Commission

2875 Browns Bridge Road

Gainesville, GA 30504

RE: Rezoning Request Clean Eagle RNG, LLC Application to Rezone 4212 Roy Parks Road, Gainesville, GA 30507 to Planned Industrial Development Parcel ID Number 150240008

Dear Commissioners,

I am the executor of the Estate of Joyce Adams Roberts, the owner of the property that is the subject of the above application for rezoning. My residence address is 4176 Roy Parks Road, Gainesville, GA 30507, and my house is adjacent to the property being rezoned.

I have met with representatives of the applicant, Clean Eagle RNG, LLC, and I have read and approved the Application and Narrative, which were submitted to the Hall County Planning and Development Department, dated September 20, 2024.

The current use of the 6.63 acres of the property is a firearm shooting range, and the remaining 15.70 acres of land is forested and unimproved. The 6.63-acre tract is currently zoned H-B. The development will be limited to the 6.63-acres depicted in the Site Plan, preserving the remaining 15.70 -acres as forested and unimproved land with setbacks consistent with the zoning requirement. The development ensures a buffer of approximately 1,000 feet from residential neighbors to the north, maintaining the rural character and natural beauty of the area.

Following the rezoning of the property and the development of the decanting facility that will inject renewable natural gas into the existing Liberty pipeline, I will continue to live and reside at 4176 Roy Parks Road, which is adjacent to the property, as shown on the attached GIS.

I feel comfortable continuing to reside adjacent to the development and feel that the development will not be detrimental to my house or to any of the adjoining neighbors. I also feel confident that it will neither damage nor harm their property values nor my property values. I plan on attending the rezoning hearings and expressing my support of the rezoning.

Sincerely,

Faye R Pass

Faye Roberts Peck Pass

Liberty
2300 Victory Drive
Columbus, GA 31901
T: 855-216-6305
libertyenergyandwater.com

Date: 10 October 2024

Hall County Board of Commissioners

Hall County Planning and Zoning Commission

2875 Browns Bridge Road

Gainesville, GA 30504

Subject: Clean Eagle Decompression and CNG facility_ Roy Parks Road

Liberty Utilities (Peach State Natural Gas) Corp. would like to express our strong support for the Clean Eagle renewable natural gas (RNG) decompression and compressed natural gas facility being presented to the rezoning commission. Liberty Peach State provides natural gas distribution service to approximately 60,000 customers in Georgia, of which 9,000 are in Hall County. The proposed Clean Eagle facility will help Liberty Peach State bring locally sourced conforming natural gas to our customers in Hall County. Locally sourced natural gas is a clean, affordable, and reliable energy that helps mitigate reliance on natural gas markets and adds resilience to our distribution system. Additionally, this project will help bring downward pressure to customer rates.

By capturing methane currently being released into the atmosphere, this project will remove harmful contaminants, then deliver clean natural gas to customers on our Hall County distribution system. Locally sourced natural gas provides a unique opportunity for Hall County to turn Georgia waste into a source of independently created clean energy. While removing harmful greenhouse gases from our environment, this project will create new jobs and business opportunities in Hall County.

The location (Roy Parks Road) being considered for this project is adjacent to Liberty's Hall County transmission line. This site was deliberately selected for this reason, as the transmission line is the only place Liberty can accept/deliver the volumes of natural gas necessary to enable the project.

As always, Liberty Peach State appreciates your consideration of its comments. Hall County and the customers we serve are our priority, and we are committed to deliver safe, reliable, and affordable energy to you. This commitment will extend far beyond the duration of this project.

Sincerely,

Clint Cox

Clint Cox

Director of Business Planning

Liberty Utilities (Peach State Natural Gas) Corp.

Denise Farmer (770-540-8810)
Candler United Methodist Church
4236 Roy Parks FD
Gainesville, GA 30507
470-354-5872

March 10, 2025

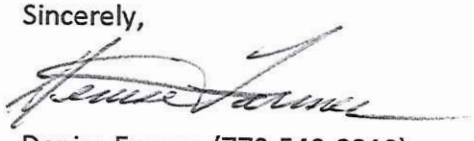
Hall County Planning and Development
Hall County Commissioners
Browns Bridge RD
Gainesville, GA 30506

RE: Rezoning Application of Clean Eagle RNG, LLC

To Members of the Board of Planning and Development and County Commissioners:

The Members and Leadership of Candler United Methodist Church have reviewed the Zoning Application of Clean Eagle RNG, LLC. Based on the application we anticipate that Clean Eagle RNG, LLC and Liberty Utilities Corporation will be a responsible and supportive neighbor. We will not object to the rezoning of the property as outlined in the application.

Sincerely,



Denise Farmer (770-540-8810)

Candler United Methodist Church

ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY
APPLICANT: CLEAN EAGLE RNG, LLC
REQUEST: REZONE FROM AR-IV & HB TO PID FOR A NATURAL GAS FACILITY
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date JAN 21, 2025
Time: 5:15 PM
&
COUNTY COMMISSION
Date JUNE 12, 2025
Time: 6:00 PM
HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA
FOR MORE INFORMATION CALL: (770) 531-6809
May 12, 2025 10:58:50
4853 Martin Place
Flowery Branch
Hall County
Georgia

SMITH GILLIAM
WILLIAMS & MILES

Website: sgwmfirm.com
Phone: 770.536.3381
Fax: 770.531.1481
Mailing Address: P.O. Box 1098
Gainesville, GA 30503

April 22, 2025

Via electronic mailing

Hall County Board of Commissioners
David Gibbs, Commissioner Chair (dgibbs@hallcounty.org)
Commissioner Gregg Poole (gpoole@hallcounty.org)
Commissioner Kathy Cooper (kcooper@hallcounty.org)
Commissioner Jeff Stowe (jstowe@hallcounty.org)
Commissioner Billy Powell (bpowell@hallcounty.org)

Re: Application for Rezoning of 4212 Roy Parks Road by Clean Eagle RNG, LLC; HZON24-0036 – Renewable Natural Gas (RNG) Interconnect to Decant and Transfer RNG to Existing Liberty Utilities Pipeline

Chairman Gibbs and Commissioners,

An issue has been raised as to whether the Renewable Natural Gas ("RNG") being proposed to be injected into the Liberty Utilities pipeline for distribution to customers located in Hall County has been approved by the Georgia Public Service Commission for injection into the Liberty Utilities Gas Distribution System. The answer to that question is yes. Attached here is Docket 42959, Order Adopting Tariff Revisions, issued by the Public Service Commission of the State of Georgia on August 27, 2023, effective September 1, 2023, that contains highlighted provisions which are stated below.

On July 17, 2023, Liberty Utilities ("Liberty") petitioned the Georgia Public Service Commission ("Commission") to request authority to add new Local Gas Transportation Service Schedule 870 and to make conforming changes to other sections of the company's existing tariff. The proposed Schedule 870 provides terms and conditions for intrastate transportation service for gas, including RNG produced in Georgia. The petition also established gas quality standards for any locally produced gas that will be injected into the Liberty Utilities Gas Distribution System. Gas quantity will be monitored either continuously or periodically, as required by the proposed service regulation.

The Commission staff met several times with Liberty Utilities to provide pipeline quality gas from locally produced sources, protect firm customers from cost incurred by system construction, and ensure regulatory compliance. "The gas quality standards intend to conform to natural gas quality standards to an acceptable level per each identified constituent of concern…Staff confirmed that proposed Tariff 870 will provide for comparable transportation-only service, for receipt and delivery points within the state of Georgia."

As part of its due diligence related to service Regulation 10, staff met with a chemical engineer with experience and expertise in the RNG industry to discuss the process of converting raw waste gas from renewable sources such as landfills and stockyards into useable, safe, and effective natural gas from producer to consumer. After staff completed its due diligence on August 14, 2023, Findings of Fact and Conclusions of Law were issued by the Public Service Commission, which included, "Therefore, the Commission approves and adopts the proposed additions and modification as being appropriate and in the public interest."

Exhibit 1 includes 4(f) "Local Gas: Local Gas shall be either (1) Gas produced in Georgia from a landfill, livestock operation, wastewater treatment, or other Gas production site, or produced from natural underground strata containing natural gas…"

Exhibit 2 includes 10.2: "Specifications: Local gas composition must meet the specification outlined in Table 1….RNG must…Have an energy content no lower than 970 btu/scf and no higher than 1,110 btu/scf."

Typical fossil gas for natural gas has an average between 950 btu/scf and no higher than 1,200 btu/scf. The requirements established by the Commission are 970 btu/scf – 1,110btu/scf. Other specifications are also added under Section 10.2. The two major requirements are that the gas must be continuously monitored and tested and must meet the specifications in Section 10.2.

To sum up, the particular use of RNG from a landfill has been approved by the Georgia Public Service Commission for injection into the distribution system of Liberty Utilities in the state of Georgia, and the gas may be transported on the roads and highways of the state of Georgia.

I hope that this clarifies the issues concerning the quality of the RNG that Liberty is injecting into the gas distribution system.

If you have any questions, please give me a call, and I will be glad to obtain the answers to the questions which you have.

With cordial regards, I remain,

Sincerely,

Steven P. Gilliam

Cc: Zach Propes, Hall County Administrator (zpropes@hallcounty.org)
Beth Garmon, Director of Planning and Zoning (bgarmon@hallcounty.org)
Clint Cox, Liberty Utilities (clint.cox@libertyutilities.com)
Lauren Rowe, Clean Eagle RNG, LLC (lrowe@archaea.energy)
Mel Lara, Certatus (mlara@certarus.com)

FILED
AUG 31 2023
EXECUTIVE SECRETARY
G.P.S.C.

DOCKET# 42959
DOCUMENT# 205584

COMMISSIONERS:
JASON SHAW, Chairman
TIM G. ECHOLS, Vice-Chairman
FITZ JOHNSON
LAUREN "BUBBA" McDONALD
TRICIA PRIDEMORE

REECE McALISTER
EXECUTIVE DIRECTOR

SALLIE TANNER
EXECUTIVE SECRETARY

Georgia Public Service Commission

(404) 656-4501
(800) 282-5813

244 WASHINGTON STREET, SW
ATLANTA, GEORGIA 30334-5701

FAX: (404) 656-2341
psc.ga.gov

BEFORE THE PUBLIC SERVICE COMMISSION
STATE OF GEORGIA

DOCKET NO. 42959

LIBERTY UTILITIES (PEACH STATE NATURAL GAS) CORP.'S PETITION TO ADD LOCAL GAS TRANSPORATION GAS SCHEDULE 870

ORDER ADOPTING TARIFF REVISIONS

I. BACKGROUND

This matter came to the Georgia Public Service Commission on Liberty Utilities (Peach State Natural Gas) Corp.'s ("Liberty" or the "Company") petition (the "Petition") to revise its current Tariff by adding a new Local Gas Transportation Schedule 870 and making other conforming changes to its existing Tariff.

II. THE PETITION

On July 17, 2023, Liberty petitioned the Commission to request authority to add a new Local Gas Transportation Service Schedule 870, and to make conforming changes to other sections of the Company's Tariff. The proposed Schedule 870 provides terms and conditions for intrastate transportation service for gas, including renewable natural gas ("RNG"), produced within Georgia. Currently, the proposed Tariff revisions also include a schedule for an application fee, monthly customer charge per meter, and a Volumetric Transportation Rate. The proposed Tariff 870 rate class, if approved, will be included in the Liberty GRAM as revenue, subject to true up.

The Petition also included a new Service Regulation No. 10 that will establish gas quality standards for any locally produced gas that will be injected into the Liberty Utilities gas distribution system. Gas quality will be monitored either continuously or periodically as required

by the proposed Service Regulation based on acceptable levels of constituents that will flow into Liberty's intrastate natural gas pipeline.

The Petition also proposes updates to language in Company Service Regulation No. 11, relating to customer resales of gas purchased from the Company, an updated Table of Contents, and an updated Summary Rate Sheet.

III. STAFF'S ANALYSIS AND RECOMMENDATION

Staff met with the Company several times regarding the proposal to modify its tariff to establish the need and usefulness of the proposed Tariff modifications. Staff assessed the merits of the proposed Tariff 870 based on the proposal to provide pipeline quality gas from locally produced sources, protect firm customers from costs incurred by system construction under Proposed Tariff 870, and ensure regulatory compliance. The gas quality standards intend to conform to pipeline natural gas quality standards on an acceptable level for each identified constituent of concern. As part of Staff's due diligence, these standards were discussed with a natural gas quality standards expert to assess the merits of the proposed Service Regulation No. 10. Staff was ultimately satisfied with the standards proposed along with their monitoring frequencies. Furthermore, the Proposed Tariff 870 provides that any gas introduced into the distribution system must meet either (a) the gas quality standards specified in the new Service Regulation No. 10 *or* (b) the pipeline gas quality standards for the interstate natural gas pipeline serving the Company nearest the Special Gas Transportation Service receipt point, whichever is more stringent.

Staff compared language in the proposed Tariff Schedule 870 with language in Tariff Schedule 860, which provides for the use of Pool Managers by one or more customers to nominate and supply gas on their behalf and therefore, will be subject to a Transportation Service agreement between the Transportation Customer and the Company. Staff confirmed that proposed Tariff 870 will provide for comparable transportation-only service, for receipt and delivery points that are within the State of Georgia. In addition, Customers engaging in service under proposed Tariff 870 may be required to execute a facilities construction contract with Liberty to pay for some or all costs of additional facilities.

As part of its due diligence related to Service Regulation No. 10, Staff met with a chemical engineer with experience and expertise in the RNG industry to discuss the process of converting raw waste gas from renewable sources such as landfills and stockyards into usable, safe, effective natural gas from producer to consumer. There are multiple parties included in the process of converting RNG into useable processed biogas that have their own compelling incentives. The RNG source (landfill, stockyard, etc.) owner will enter into an agreement with a developer to gather and refine raw methane from the site into pipeline quality gas and deliver the product to a metered receipt point on Liberty's system. The developer will earn an environmental attribute (EA) for refining raw methane product into pipeline quality gas. Once earned, the developer may then choose to monetize the EA through existing out-of-state markets. The processed biogas from the RNG becomes fully interchangeable with the natural gas delivered by interstate pipelines and can then be introduced to Liberty's distribution system. Once introduced, a Pool Manager (or a

customer acting as their own Pool Manager) can use the gas to meet customers' needs. From receipt to delivery, Liberty will continue to manage the pipeline service and delivery points, along with all other applicable facilities to be used in service.

Staff completed its due diligence on August 14, 2023, and after careful consideration, recommended the approval of the modifications as requested by Liberty in its Petition.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

The Commission finds and concludes that the requested modifications and additions to the Company's Tariff are a fair and reasonable approach to providing local gas transportation on Liberty Utilities' system in Georgia. Therefore, the Commission approves and adopts the proposed additions and modification as being appropriate and in the public interest.

****

WHEREFORE IT IS ORDERED, that all findings, conclusions, and statements made by the Commission and contained in the foregoing sections of this Order are hereby adopted as findings of fact, conclusions of law, and statements of regulatory policy of this Commission.

ORDERED FURTHER, that the Commission adopts the proposed Tariff additions and modifications as a fair and reasonable resolution of the issues in the Petition, subject to the terms and conditions herein.

ORDERED FURTHER, that the Commission hereby approves the Petition and Staff's recommendation under the terms and conditions herein. The Proposed Tariff additions and modification are to be effective immediately without additional notice and without suspension.

ORDERED FURTHER, that Liberty Utilities (Peach State Natural Gas) Corp. shall abide by the terms and conditions as set forth herein.

ORDERED FURTHER, that a motion for reconsideration, rehearing, or oral argument or any other motion shall not stay the effective date of this Order, unless otherwise ordered by the Commission.

ORDERED FURTHER, that jurisdiction over this matter is expressly retained for the purpose on entering such further Order or Orders as to this Commission may deem just and proper.

The above by action of the Commission during its Special Administrative Session on the 31st day of August 2023.

Sallie Tanner
Executive Secretary

8-31-23
Date

Jason Shaw
Chairman

8-31-23
Date

DN 42959: Tariff Modification Petition - Exhibit 1

LIBERTY UTILITIES (PEACH STATE NATURAL GAS) CORP.

LOCAL GAS TRANSPORTATION SERVICE – CONFORMING GAS

SCHEDULE 870: ALL SERVICE AREAS

1. Availability

Service under this Tariff is available to any party who contracts with the Company to provide intrastate Transportation Service of Local Gas that meets the eligibility and Local Gas Quality criteria of this schedule, under the conditions provided herein.

2. Character of Service

The Company shall transport Local Gas on a Firm basis from a Transportation Service Receipt Point to a Transportation Service Delivery Point, or facilitate the Sale for Resale of Local Gas at a Transportation Service Receipt Point.

3. Rate

The Rate shall consist of an Application Fee, a Monthly Customer Charge per meter (regardless of the usage of gas) and a Volumetric Transportation Rate (per Ccf) as set forth more fully in the Summary Rate Sheet in effect from time to time.

Additionally, bills for service are subject to charges for Franchise Tax Recovery charge (if the revenues are included in the applicable franchise tax calculation) and the Margin Loss Recovery Rider. The GRAM adjustments apply
to service provided under this Rate Schedule. The minimum net monthly bill shall be the customer charge.

4. Definitions

In addition to other Definitions contained in the Company's Tariff, the following Definitions shall apply to the Company's Local Gas Transportation Service (Schedule 870):

(a) Transportation Customer: A Person who owns Local Gas or acts on behalf of a Person who owns Local Gas and who signs a Transportation Service Agreement with the Company to transport Local Gas on the Company's facilities.

(b) Sale for Resale Customer: A Person who owns Local Gas or acts on behalf of a Person who owns Local Gas and who seeks to sell Local Gas to a Pool Manager delivered at a Transportation Service Receipt Point.

(c) Transportation Service Receipt Point: As determined by the Company at its sole discretion, the location on the Company's system where the Transportation Customer delivers Local Gas to be transported by the Company to a Transportation Service Delivery Point or where the Transportation Customer delivers Gas that is sold for resale to a Pool Manager within the state of Georgia.

(d) Transportation Service Delivery Point: The location on the Company's system where the Company's distribution system interconnects with an interstate pipeline company.

(e) Sale for Resale: Unless otherwise specified in a service agreement or Transportation Service Agreement, a Sale for Resale Customer may cause Local Gas to be delivered to a Transportation Service Receipt Point where it will be sold to a Marketer Manager to serve customers in Georgia.

(f) Local Gas: Local Gas shall be either (1) Gas produced in Georgia from a landfill, livestock operation, wastewater treatment, or other Gas production site, or produced from natural underground strata containing natural gas; or, (2) liquefied natural gas that is vaporized in Georgia to Gas; or, (3) other forms of Gas produced or that may be produced in Georgia; provided that all Local Gas shall conform to the Company's Gas Quality specifications.

(g) Local Gas Quality: Local Gas Quality shall have the same meaning as under the Company's Tariff General Terms and Conditions for Gas Quality.

(h) Non-conforming Local Gas: Any Gas which does not conform to the more stringent of: (i) the Company's Gas Quality or Local Gas Quality specifications, or (ii) the pipeline gas quality standards for the interstate natural gas pipeline serving the Company nearest to the Special Gas Transportation Service Receipt Point.

5. Billing

The Company shall issue a bill to the Transportation Customer monthly, which shall be due and payable upon receipt.

6. Minimum Monthly Bill

The minimum monthly bill shall be the amount of the Monthly Customer Charge, plus applicable taxes, during the term of the Transportation Service Agreement.

7. Other Terms and Conditions

(a) Service is subject to all applicable laws and orders, and to the Company's Tariff.

(b) All transportation service under this Schedule shall require the execution of a Transportation Service Agreement by the Transportation Customer and the Company.

(c) An application for Transportation Service shall be made by a written request which shall be accompanied by the appropriate Application Fee as set forth in the Summary Rate Sheet. No Application Fee shall be required for the extension or renewal of an existing Transportation Service Agreement, but shall be required upon application to substantial amended an existing agreement.

(d) The Company shall not be required, at its own expense, to install any facilities of any kind to serve a Transportation Customer or a Sale for Resale Customer. In the event that any new or altered facilities are required to serve a Transportation Customer or Sale for Resale customer, said Customer shall execute a facilities construction contract, that may be part of the service agreement or Transportation Service Agreement required herein, and shall pay for all costs of additional facilities, including without limitation storage, distribution, and metering facilities.

(e) Lost and Unaccounted For Gas Adjustment

a. The Company shall transport Local Gas received from the Transportation Customer at designated Transportation Service Receipt Points, reduce metered volumes by a quantity of Local Gas equal to the Company's Lost and Unaccounted For percentage allocated to interruptible customers, and deliver the remaining quantities of Local Gas at the designated Transportation Service Delivery Points on a per Therm basis. Such reduction in Gas quantity delivered shall be deemed to reflect Gas consumed or lost in providing service hereunder.

b. Metered volumes of Local Gas sold to a Marketer Manager at a Transportation Services Receipt Point shall not be adjusted for Lost and Unaccounted for Gas.

(f) The Transportation Customer shall balance the quantity of Local Gas delivered for Transportation Service with the quantity of Local Gas scheduled for delivery. Failure to balance may result in penalties, incentive fees and other charges which shall be applied in accordance with the Company's Tariff covering balancing.

(g) A deposit may be required to be paid by a Transportation Customer at the time the Transportation Service Agreement is executed equal to the total estimated charges for the first two (2) full months of Transportation Service. The terms of the deposit arrangements shall be included in the Transportation Service Agreement.

(h) The Transportation Customer and the Sale for Resale Customer must warrant that: (i) all Local Gas transported under this Schedule will be consumed within the State of Georgia, and (ii) neither the Transportation Customer nor the Sale for Resale Customer will engage in activity that could be deemed to be circumventing the Federal Energy Regulatory Commission's jurisdiction over interstate transportation of natural gas.

8. Additional Terms and Provisions

Service under this schedule is subject to the Tariff, including the Terms of Service and Rules and Regulations of the Company, as filed with and approved by the Commission from time to time, as well as all current and future Riders and tariff provisions made applicable to service under this schedule by the Commission from time to time.

DN 42959: Tariff Modification Petition - Exhibit 2

SERVICE REGULATION NO. 10

LOCAL GAS QUALITY STANDARDS

10.0 All conforming local gas delivered to the Company in accordance with Rate Schedule 870 shall meet the more stringent specific gas quality standard of (a) the Interstate Natural Gas Pipeline serving the portion of the Company's distribution system wherein the local gas is delivered to the Company, or (b) the Gas Quality standards as follows:

10.1 Application and Purpose

These standards apply to all local gas injected into the Liberty Utilities gas distribution system. These specifications ensure that RNG to be injected into the system is within expected operating parameters and interchangeable with natural gas, without regard to local gas sources.

10.2 Specifications

Local gas composition must meet the specifications outlined in Table 1. The values shown in Table 1 represent maximum levels, unless a range of values is indicated. Minimum and maximum pressures will be set for each local gas production facility on a case-by-case basis.

In summary, in order to be injected into the Liberty Utilities gas distribution system, RNG must:

- Not contain any contaminants, particles, or other impurities at a concentration that are known as a threat to the integrity of the system, human health, or the environment.
- Have an energy content no lower than 970 btu/scf and no higher than 1110 btu/scf.
- Have a Wobbe Index during normal operation no lower than 1270 and no higher than 1400 btu/scf.
- Not contain more than 2% by volume of carbon dioxide.
- Not contain more than 0.4% by volume of oxygen.
- Not contain more than 4% by volume of total inerts.
- Not contain more than 7lbs / million scf of water content.
- Not contain more than 0.3% by volume of hydrogen.
- Not contain more than .25 grains / 100scf (4.125 ppm) of hydrogen sulfide.
- Not contain more than 1 grain / 100scf (16.5 ppm) of total sulfur.
- Not contain more than 10ppm of ammonia.
- Not contain more than 0.5ppm of total siloxanes (depending on molecular weight).
- Not contain more than 1-2ppm of halocarbons and organochlorinated compounds (depending on molecular weight).

- Be technically free of volatile organic compound, bacteria, particles, and dust.
- Not form liquid hydrocarbons at temperatures of 15°F or higher at the delivery pressure.
- Be delivered at a maximum temperature of 86°F.

Table 1: Renewable Natural Gas – Pipeline Gas Quality Specifications

		Value	Unit	Monitoring Frequency*	Recommended Test
Heating Value	HV	970 - 1110	BTU/scf	Continuous	D1945 / D7164
Wobbe Index	WN	1270 – 1400	BTU/scf	Continuous	D1945 / D7164
Carbon Dioxide	CO_2	2	% vol	Continuous	D1945
Oxygen	O_2	0.1 - 0.4	% vol	Continuous	D1945
Total Inerts		4	% vol	Continuous	D1945
Water Content	H_2O	7	Lbs/Mscf	Continuous	D1142 / D5454 / D3588
Hydrogen	H_2	0.1 – 0.3	% vol	Periodic	D1945
Hydrogen Sulfide	H_2S	4.125	ppm	Continuous	D4084 / D6228 / D4468 / D5504 / D7166
Total Sulfur	S	16.5	ppm	Periodic	D4084 / D6228 / D4468 / D5504 / D7166
Ammonia	NH_3	10	ppm	Periodic	D1945
Siloxanes	Si	0.5	ppm	Periodic	E.g., Gas Chromatography (ELCD, AED, MS)
Halocarbons and organochlorinated compounds		1 - 2	ppm	Periodic	E.g., Gas Chromatography / Electrolytic Conductivity Detector
Volatile organic compound	VOCs	Technically free of		Periodic	E.g., Gas Chromatography / Mass Spectrometry (GC/MS)
Bacteria		Technically free of		Periodic	E.g., Most Probable Number Determination of Total Live Bacteria (MPN), others
Particles, dust, etc.		Technically free of		Continuous	E.g., Environmental recommendations 0.1µm filters
Hydrocarbon Dew Point		15 / -9	°F / C°	Continuous	D5504 / D1142
Delivery Temperature (plastic pipe)		86 / 30	°F / C°	Continuous	

** In this document, continuous monitoring means real-time or near-real time. Periodic monitoring could be seasonal, semi-annually, or annually. Final monitoring frequency will be defined for each RNG facility*

DN 42959: Tariff Modification Petition - Exhibit 3

SERVICE REGULATION NO. 11

GENERAL CONDITIONS OF SERVICE

11.1 Limitations of Supply

Company shall endeavor to furnish continuous service to the Customer but does not guarantee uninterrupted service. Company shall not be liable for loss or damage resulting from interruptions or deficiencies in service occasioned by any cause except willful default or neglect on its part.

11.2 Resale Prohibited

Gas purchased from the Company shall be used by the Customer at one location and shall not be resold, unless specifically authorized by the Company in writing.

11.3 Appliances and Equipment

All appliances and equipment furnished at the expense of the Company shall remain the property of the Company, and may be removed by it upon the termination of Customer's service agreement, or discontinuance of service, or any time thereafter.

11.4 Delivery Pressure

Company shall deliver gas at the pressure available from its distribution system, but not in excess of seven inches of water column, unless a different pressure is expressly set forth in Customer's service agreement. Company may, at its option, contract to deliver gas at a higher pressure to a Customer provided that such delivery pressure may be reduced at any time following at least 90 days written notice to such Customer.

DN 42959: Tariff Modification Petition - Exhibit 4

TABLE OF CONTENTS

	Sheet No.
Preliminary Statement	2
Rate Schedules	
Summary Rate Sheet	2.1
810 – Residential Gas Service	3
820 – General Gas Service	5
822 – Residential and Small Commercial Heating and Cooling Service	6.25
830 – Large Volume Service	6.3
840 – Large Volume Service for Compressed Natural Gas Service Providers	6.5
850 – Optional Gas Service	7
860 – Transportation Service	11
870 – Local Gas Transportation Service – Conforming Gas	14.00
880 - Economic Development Gas Service	14.1
891 - Negotiated Gas Service	15
892 - Cogeneration, Compressed Natural Gas, Fuel Cell Service	17
893 - Large Tonnage Air Conditioning Gas Service	19
894 - Emergency Service	21
Purchased Gas Adjustment Rider	23
Franchise Tax Recovery	30
Weather Normalization Adjustment Rider	33.1
Pipe Replacement Surcharge	33.3
Margin Loss Recovery Rider	33.4
Georgia Rate Adjustment Mechanism (GRAM)	33.6
General Rules and Service Regulations	
Service Regulation No. 1 - Definitions	34
Service Regulation No. 2 - Customer Facilities and Responsibility	35
Service Regulation No. 3 - Customer Credit and Deposits	36
Service Regulation No. 4 - Issuance of Bills	39
Service Regulation No. 5 - Discontinuance and Restoration of Service	40
Service Regulation No. 6 - Gas Main Extensions	43
Service Regulation No. 7 - Service Lines	46
Service Regulation No. 8 - Service to Mobile Home Parks	48
Service Regulation No. 9 - Metering	49
Service Regulation No 10 – Local Gas Quality Standards	50.1
Service Regulation No 11 – General	51

DN 42959: Tariff Modification Petition - Exhibit 5

SUMMARY RATE SHEET

Applicable to Customers for Whom a Transitional Rate Does Not Apply

Rate Schedule	Service	Monthly Customer Charge Per Meter	Volumetric Charge Per Ccf
810	Residential Gas Service	$29.77	0.5660
820	General Gas Service - Commercial	$60.61	$0.3418
820	General Gas Service – Industrial	$193.26	$0.3418
822	Residential and Small Commercial Heating and Cooling Service	$29.77	$0.2653
830	Large Volume Service	$180.40	$0.2560
830T	Large Volume Service Transportation	$871.16	$0.2053
840	Large Volume Service for Compressed Natural Gas Service Providers	$180.40	$0.2560
880	Economic Development Gas Service	See Rate Schedule	
891	Negotiated Gas Service	See Rate Schedule	
892	Cogeneration, Compressed Natural Gas, Fuel Cell Service	$871.16*	$0.3403
893	Large Tonnage Air Conditioning Gas Service	$871.16*	$0.2682
894	Emergency Service	See Rate Schedule	

Rate Schedule	Service	Monthly Customer Charge per Meter	Monthly Demand Charge for Each Contracted Ccf	Volumetric Rate Applied to the 1st 20,000 Ccf per month	Volumetric Rate Applied the Next 80,000 Ccf per month	Volumetric Rate Applied to all amounts over 100,000 Ccf per month
850	Optional Gas Service	$871.16	$0.8183	$0.2053	$0.1730	$0.1442
860	Transportation Service	$871.16	$0.8183	$0.2053	$0.1730	$0.1442

Rate Schedule	Service	Monthly Customer Charge Per Meter	Application Fee	Volumetric Rate Applied to all Ccf per month
870	Local Gas Transportation (Conforming Gas)	$871.16	$5,285.00	$0.0850

* For these specific Rate Schedules (892 and 893), the Customer Charge for existing adjacent connected load will not be duplicated; the existing Customer Charge will continue at the customer's regular rate schedule Customer Charge.

Issued by: **Adam Bigknife – Mgr., Rates and Regulatory Affairs** **Effective Date: September 1, 2023**
Date Issued: **August 27, 2023**

AGENDA ITEM

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

REPORT TO: **Work Session (06/09/25)**

REPORT TO: **Voting Meeting (06/12/25)**

ITEM NO: 325/2025

SUBJECT: **5962 Jim Crow Road | Amend Conditions of Zoning** | on a 1.42± acre tract located on the north side of Jim Crow Road approximately 252 feet from its intersection with Old Federal Road | Zoned PCD; Tax Parcel 08101 002002 | **Proposed Use: Expansion of services** | Commission District 2 | **Burton Outdoor Adventures c/o Jason Burton, applicant**

Meetings:

Work Session Date: 06/09/25 **Voting Meeting Date:** 06/12/25

Executive Summary:

Presenter: BG

Recommendation:

Approval, with conditions

1. The development is approved as generally shown on the submitted site plan dated January 28, 2025 and described in the project narrative dated March 10, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. Any new lighting on the premises shall be of a non-spill type.
3. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to Environmental Health, the Fire Marshal, and Hall County Engineering.
4. All conditions of zoning shall be made a part of any plat created for the parcel.
5. 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."
6. A variance is granted from 20 feet to 10 feet to the buffer along the north, west, and east property lines around the proposed pond.

Purpose of Request: **History:**

5962 Jim Crow Road | Amend Conditions of Zoning | on a 1.42± acre tract located on the north side of Jim Crow Road approximately 252 feet from its intersection with Old Federal Road | Zoned PCD; Tax Parcel 08101 002002 | **Proposed Use: Expansion of services** | Commission District 2 | **Burton Outdoor Adventures c/o Jason Burton, 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
KE	BG	WLI	CR
Clerk			
JR			

Attachments:
Board Memo
Recommendation Report
Application
Narrative
Site Plan
Plat
Maps
Renderings
Deed
2004 Board of Commissioners Letter
Environmental Health Comments
GDOT Comments
Public Works Comments
Fire Comments
Notice Sign

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

PLANNING AND ZONING
DIRECTOR
Beth Garmon

Hall County Government
PLANNING AND ZONING

To: David Gibbs, Chairman
Kathy Cooper, District 1 Commissioner
Billy Powell, District 2 Commissioner
Gregg Poole, District 3 Commissioner
Jeff Stowe, District 4 Commissioner

From: Beth Garmon, Director of Planning & Zoning

Date: May 27, 2025

Subject: **5962 Jim Crow Road | Special Use | to amend conditions of zoning |** on a 1.42± acre tract| Zoned PCD; Tax Parcel 08101 002002 **| Proposed Use: Expansion of services | Burton Outdoor Adventures c/o Jason Burton, applicant**

The request before you is from Burton Outdoor Adventures c/o Jason Burton for a special use to amend conditions of zoning for an expansion of services. This item is located within Commission District 2.

At their May 5, 2025 meeting, the Hall County Planning Commission voted to recommend **approval, with six (6) conditions (5-0).**

Staff recommendation: **Approval, with conditions,** as the proposed use is consistent with the "Business Nodes and Corridors" future land use classification within the Comprehensive Plan.

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 development is approved as generally shown on the submitted site plan dated January 28, 2025 and described in the project narrative dated March 10, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. Any new lighting on the premises shall be of a non-spill type.
3. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to Environmental Health, the Fire Marshal, and Hall County Engineering.
4. All conditions of zoning shall be made a part of any plat created for the parcel.

5. 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."

6. A variance is granted from 20 feet to 10 feet to the buffer along the north, west, and east property lines around the proposed pond.

HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT

Applicant ..... Burton Outdoor Adventures c/o Jason Burton

Request ..... **Special Use** |Amend conditions of zoning

Proposed Use ..... Expansion of services

Size ..... 1.42± acres

Zoning ..... Planned Commercial Development (PCD)

Location ..... **5962 Jim Crow Road** | Tax Parcel 08101 002002

Commission District ..... Two

Planning Commission Date ..... May 5, 2025

Staff Recommendation ..... **Approval, with conditions,** as the proposed use is consistent with the "Business Nodes and Corridors" future land use classification within the Comprehensive Plan.

Record Number..... HZCU25-0016

Planning Commission Recommendation..... Approval, with conditions

Vote: 5-0

Planning Commission Conditions:

1. The development is approved as generally shown on the submitted site plan dated January 28, 2025 and described in the project narrative dated March 10, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. Any new lighting on the premises shall be of a non-spill type.
3. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to Environmental Health, the Fire Marshal, and Hall County Engineering.
4. All conditions of zoning shall be made a part of any plat created for the parcel.
5. 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."

6. A variance is granted from 20 feet to 10 feet to the buffer along the north, west, and east property lines around the proposed pond.

Excerpts from the minutes of the May 5, 2025 meeting

Applicant's Presentation:

Katie Greenway, Planning and Zoning Administrator, presented a summary of the request.

Myles Montgomery, 7185 Shady Grove Road, Cumming, presented the request. The applicant is requesting to amend the conditions of zoning on a 1.42± acre tract zoned Planned Commercial Development (PCD), to allow for the expansion of services for a water sports rental business. Per the narrative, the applicant is requesting to allow for a kayak training facility, which includes the construction of a pond that would support the existing kayak/water sports rental business, and measure approximately 70 feet by 148 feet in size and 4 to 5 feet in depth.

Public Forum:

There were no comments in support or opposition.

Motion: A motion to approve, with conditions was made by Stan Hunt and seconded by Shannon Davidson. Vote: 5-0

Conditions:

1. The development is approved as generally shown on the submitted site plan dated January 28, 2025 and described in the project narrative dated March 10, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. Any new lighting on the premises shall be of a non-spill type.
3. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to Environmental Health, the Fire Marshal, and Hall County Engineering.
4. All conditions of zoning shall be made a part of any plat created for the parcel.
5. 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."

6. A variance is granted from 20 feet to 10 feet to the buffer along the north, west, and east property lines around the proposed pond.

Staff recommends <u>APPROVAL</u> of the applicant's request, with the following conditions:

1. The development is approved as generally shown on the submitted site plan dated January 28, 2025 and described in the project narrative dated March 10, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. Any new septic tanks shall have inspection tubes at the inlet and outlet.
3. Any new lighting on the premises shall be of a non-spill type.
4. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to Environmental Health, the Fire Marshal, and Hall County Engineering.
5. All conditions of zoning shall be made a part of any plat created for the parcel.

The following should be considered as exceptions 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:

1. **<u>Table 8.2.1 – Buffer Requirements</u>** – A buffer is required along and inside the property line of a nonresidential property abutting a residential use. Where a commercial zoning district with outdoor activity abuts property zoned for residential or agricultural use, the width must be at least 20 feet
    - The applicant proposes a 10 foot buffer along the north, west, and east property lines around the proposed pond.

<u>Summary Analysis</u>

The applicant is requesting to amend the conditions of zoning on a 1.42± acre tract zoned Planned Commercial Development (PCD), to allow for the expansion of services for a mixed use commercial

development. Per the narrative, the applicant is requesting to amend the conditions of zoning to allow for a kayak training facility, which requires the construction of a pond approximately 70 feet by 148 feet in size and 4 to 5 feet in depth. The applicant states that this pond will support the existing kayak/water sports rental business.

The site is currently developed with one building used for office space and an accessory storage building (HDV2021-00028, COM2021-00304 and COM2022-00169).

The subject property was part of an assemblage that was rezoned on September 23, 2004, from Agricultural Residential III (AR-III) to Planned Commercial Development (PCD) for various uses including commercial services, boat and camper storage, and residences (ZON2004-00129). The rezoning approval was subject to the following five conditions:

1. The property shall be used and developed as generally shown on the site plan and described in the narrative. Details of the plan, such as buffers and parking areas must be modified to comply with current codes.
2. Any new septic tanks shall have inspection tubes at the inlet and outlet.
3. Any new lighting on the premises shall be of a non-spill type.
4. If chain linked fencing is installed around the boat storage area, vinyl slats to provide screening shall be installed.
5. All conditions of zoning shall be made a part of any plat created for the parcel.

The surrounding properties are zoned and developed as outlined below:

North:	Agricultural Residential 1 (AR-1) Developed with a single-family residence
East:	Agricultural Residential 1 (AR-1) Developed with a single-family residence
South:	Agricultural Residential 1 (AR-1) Developed with single-family residence Residential 1 (R-1) Developed with single-family residences (River Oaks Subdivision)
West:	Planned Commercial Development (PCD) Developed with a convenience store built in 1970 and a single-family residence built in 1985 – This PCD was approved as part of the original rezoning for the subject property on September 23, 2004 (ZON2004-00129).

On February 4 2025, a land disturbance permit application was submitted for the subject property (HDEV2025-0008). The property owner proposed to construct a 70 feet by 148 feet hydrofoil kayak training pond. Upon review of the application, Planning staff determined that the proposal for the development did not align with the zoning approval granted in 2004. This permit is currently closed pending the determination of this request to amend conditions.

Per the submitted site plan and narrative, the applicant has proposed the construction of the pond at the northern portion of the property, located behind the existing gravel parking area. The pond will be constructed with a vinyl liner and will include a filtration system similar to that of a pool. Per the narrative the applicant is proposing to install a five (5) foot chain-link fence around the perimeter of the training pond.

Furthermore, the applicant proposes that a new well will be used to supply water to the pond during times of drought. Additionally, the proposed pond will also function as part of stormwater runoff system,

capturing rainwater directed toward this area. The applicant has proposed the installation of an overflow pipe or emergency spillway to manage excess runoff.

Zoning Analysis

When considering a zoning amendment to the zoning maps, the Planning Commission must study the need and justification for the change based on a determination of the facts applicable to the particular case, and the following general lines of inquiry must be considered:

a) Whether the zoning proposal will permit a use that is suitable in view of the use, development and zoning of adjacent and nearby property; **The proposed amendments are suitable in view of the use and development of subject property as well as the previous approval for the Planned Commercial Development on September 23, 2004.**

b) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **The proposed rezoning is not expected to adversely affect the existing use or usability of adjacent properties.**

c) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned; **The property has reasonable economic use as currently zoned.**

d) Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, schools, police protection, fire protection, public health facilities or emergency medical service; **The proposed amendment of conditions is not anticipated to cause an excessive or burdensome use of the existing streets, transportation facilities, utilities, schools, police protection, fire protection, public facilities, or emergency medical service.**

e) Whether the zoning proposal is in conformity with the policy and intent of the future land use plan for the physical development of the area; **The zoning designation has been established by previous board action with the original approval of the development. The requested modification complies with the policy and intent of the "Business Nodes and Corridors" future land use designation.**

f) The extent to which property values are diminished by the existing zoning restrictions; **Staff is unable to determine the extent to which property values are diminished by the existing zoning restrictions.**

g) 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 values including construction types, proposed uses, and maintenance. Often it is difficult to determine the effect of a development on adjacent properties until the development is completed.**

h) 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.**

i) 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 property is currently developed with one building used for an office and a storage building (HDV2021-00028, COM2021-00304 and COM2022-00169).**

j) 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; **There are no known changing conditions affecting the use or development of the property.**

k) Whether the change would create an isolated district unrelated to the surrounding districts; **As the property is already zoned Planned Commercial Development (PCD), this would not create an isolated district unrelated to the surrounding districts. Additionally, per the Official Code of Hall County, Planned Development Districts are to be utilized as a "floating zone" which shall mean that areas will not be pre-designated as planned development districts but rather each such designation shall result from a specific and separate application for amendment.**

l) 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.**

m) Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **The property is currently zoned Planned Commercial Development (PCD) and the proposed amendments are not out of scale with the needs of the County as a whole or the immediate neighborhood.**

n) Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **There are other sites within the county that would allow this use without board action, however, the proposal to amend the conditions requires approval by the Board of Commissioners.**

o) Whether the need for rezoning could be handled instead by a variance request to the Planning Commission; **The request to amend conditions could not be handled alternatively as a variance.**

p) 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 land development permitting process, and as a result are subject to local, state, and federal regulations. As a result, there are no anticipated ecological or pollution impacts resulting from any modification to the land if the request is granted.**

q) 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.**

11.2.6.E - Submission requirements

1. Any person or persons requesting a change in the official zoning map or use subject to approval of the County Commission must file an application with a plat or map of the property attached thereto, together with payment of such fees set forth in this Sec 11.2. to cover administrative and advertising costs, in the Planning and Zoning Department office. Such person or persons or their authorized agent must appear in person at the public hearing held to consider the district change. **The 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.**

2. All applications for a change of zoning classification or use subject to approval of the County Commission must include:

    a. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in this Sec. 11.2. **The proposal provides a narrative outlining the intent of the development; however, the applicant has not prepared a response to each of the criteria listed in 11.2.6.E.2.**

    b. 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 may evaluate the application based on the most intense possible land use permitted in the proposed district**. The proposal meets the requirement.**

    c. For any application for a slow rate land treatment system as defined in 7.6.9.D.1, additional requirements apply. **This standard is not applicable to the applicant's request**

    d. For any application proposing the development of 100 or more residential dwelling units, a traffic impact study must be submitted prior to consideration of the application by the County Commission. At the applicant's expense, the traffic impact study must be prepared by a professional engineer in accordance with requirements established by the Hall County Engineering Department. The Engineering Department must review the traffic impact study and forward any comments to the County Commission. **This standard is not applicable to the applicant's request.**

Development Support and Constraints

Hall County Environmental Health
In an email dated April 3, 2025, Emily McGahee stated, "Must meet all Environmental Health commercial septic system permitting requirements. A detailed business plan, including details on the filtration of the pond water, must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation/modification may be required after review of business plan. The pond will be regulated and permitted under the DPH Rules and Regulations for Public Swimming Pools, Spas, and Recreational Water Parks if the water is recirculated. In this case, the well must also meet potable water supply standards if used to fill the pond."

Georgia Department of Transportation
In an email dated May 5, 2025, Henry Stevens, GDOT Civil Engineer 2, stated that GDOT coordination is not required.

Hall County Public Works and Utilities
In a memo dated April 3, 2025, Bill Nash, Director of Public Works and Utilities, provided the following comments:

> **Engineering:**
> This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
>
> **Traffic:**
> No comment
>
> **Utilities**:
> Flowery Branch sanitary sewer area.

Hall County Fire Marshal
In an email dated March 31, 2025, John Hornick, NPQ Fire Service Plans Examiner 1, stated, "The Hall County Fire Marshal's Office has no comments as proposed."

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
t: 770-531-6809 I f: 770-531-3902

HALL COUNTY
GEORGIA
We have it all in Hall

SPECIAL / CONDITIONAL USE APPLICATION

Applicant (Name & Mailing Address)
Burton Outdoor Adventures - Jason Burton
5962 Jim Crow Road
Flowery Branch, GA 30542
Phone 770-447-0869
Email Address jason.matthew.burton@gmail.com

Property Owner (Name & Mailing Address)
Burton Outdoor Adventures - Jason Burton
5962 Jim Crow Road
Flowery Branch, GA 30542
Phone 770-447-0869
Email Address jason.matthew.burton@gmail.com

Proposed Use Training pond for kayak and hydrafoils

Contact Person (Name & Mailing Address)
Jason Burton
5962 Jim Crow Road
Flowery Branch, GA 30542
Phone 770-447-0869
Email Address jason.matthew.burton@gmail.com

Status of Applicant
[X] Owner
[ ] Option to Purchase
[ ] Area Resident
[ ] Other

Requested Action
Type of Request:
☐ SU ☒ CUP
Fee:$
Receipt #:
Check #:

Zoning: PCD
Acreage 1.42 Acres

Tax Parcel Number 08101 002002
Location Address 5962 Jim Crow Road

I hereby certify that the above information and all attached information are true and correct.

Sign [signature] Date: 3/2/25

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

HALL COUNTY
We have it all in Hall

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 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: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/Owner's Signature: _____ **Date:** 3/5/25

Applicant's/Owner's Name (Printed): Jason Burton

RECEIVED
MAR 10, 2025
Planning & Zoning Department

REQUEST FOR
REZONING ACTION
FROM HALL COUNTY ZONING BOARD

FOR

BURTON OUTDOOR ADVENTURES
Mr. Jason Burton

NATURE OF REQUEST
To obtain a "Conditional Use" permit to amend PCD conditions from 2004.

PURPOSE OF REQUEST
To allow for development of a kayak/hydrofoil training pond facility

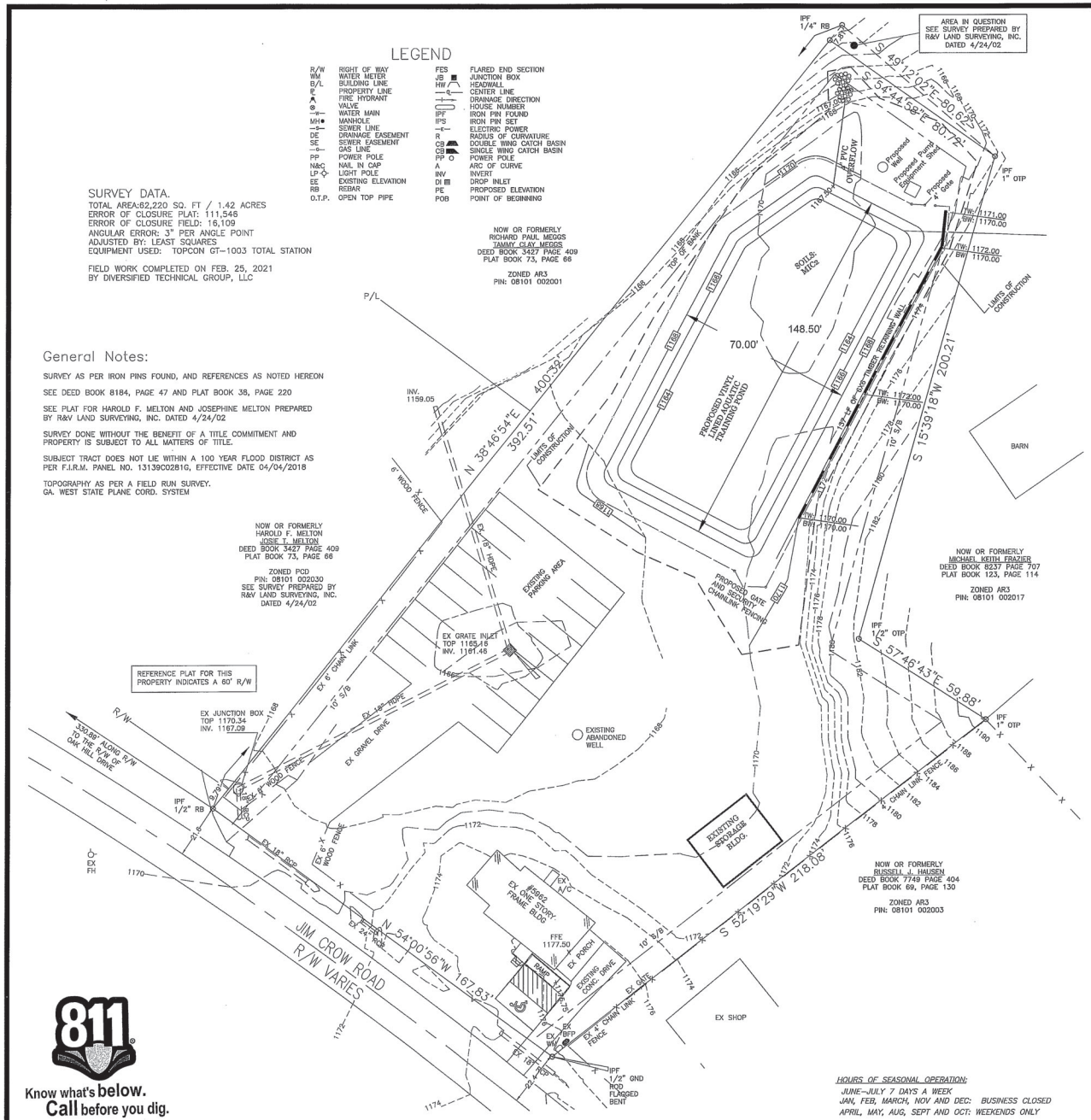
NARRATIVE

The scope of this project is to provide a kayak/hydrofoil training pond facility. Burton Outdoor Adventures currently runs a kayak-water sports rental business from the property. The pond will be approximately 70' wide x 148' long x 4'-5' deep and constructed by using a vinyl liner. A proposed filtration system similar to that of a pool will be used to keep the water clean. There will be a proposed well that will be used to fill the pond during times of drought. There will be a proposed overflow pipe / emergency spillway installed to control any overflow runoff. The pond will decrease the amount of stormwater runoff by capturing all the rain that falls directly in the area. There will be a proposed 5' high chain link fence w/ gated entry around the perimeter of the proposed pond facility for security purposed

This property is a 1.42 ac. tract of land, located at 5962 Jim Crow Road. The property is zoned PCD. Approximately 0.24 acres are to be disturbed to construct the training pond facility. Located to the east and north are residential properties. To the west is property that is also zoned PCD. No adjacent residences have complaints pertaining to the business that Burton Outdoor Adventures has been running out of this property.

Both potable water and sanitary sewer are available to this tract. There will be a reduction in stormwater runoff, which should allow us to forgo any on-site detention requirements.

We feel that the requested "conditional use" for a kayak training pond facility would be an appropriate use for this area, given its supports the current business located at the site. We do not believe that allowing this use of this property would in any way devalue or pose hardships on any of the surrounding properties.



GENERAL NOTES:

1. ALL WORK TO CONFORM TO HALL COUNTY STANDARDS AND SPECIFICATIONS.

2. NOTIFY THE HALL COUNTY AT LEAST 24-HOURS PRIOR TO BEGINNING OF CONSTRUCTION.

3. AT THE COMPLETION OF THE WORK, CONTRACTOR SHALL CLEAN UP ALL SCRAPS, RUBBISH, AND SURPLUS MATERIALS CAUSED BY THIS WORK AND HAUL THEM AWAY FROM THE SITE. REMOVE ALL ASPHALTIC MATERIALS FROM ADJACENT SURFACES AND LEAVE IN NEAT, CLEAN, AND ORDERLY CONDITION. HOSE AND WASH DOWN ALL ASPHALT AND RELATED CONCRETE PAVING TO REMOVE ALL MUD, DEBRIS, AND OTHER EXTRANEOUS MATERIALS, JUST PRIOR TO FINAL INSPECTION.

4. NO DUMPSTER PROPOSED FOR THIS DEVELOPMENT. TRASH WILL BE HAULED OFF BY OWNER OR WEEKLY TRASH CAN PICKUP SERVICE.

5. NO ADDITIONAL PROPOSED UTILITIES ARE PROPOSED FOR THIS PHASE OF DEVELOPMENT.

6. SCOPE OF DEVELOPMENT: UNDER THIS PHASE OF CONSTRUCTION BURTON OUTDOORS ADVENTURES WOULD LIKE TO CONSTRUCT A VINYL LINED POND TO BE USED FOR TRAINING PURPOSES WITH KAYAKS, CANOES, HYDRAFOILS AND ETC. POND WILL BE FILLED AND REFILLED BY A PROPOSED DUG WELL AND POND WATER WILL BE TREATED AS THAT OF A SWIMMING POOL TO INSURE WATER TO BE SAFE FOR HUMANS TO USE. CONTRACTOR TO PROVIDE SPECIFICATIONS ON POND LINER AND PUMP EQUIPMENT.

ZONING AND BUILDING SETBACKS (S/B):

CURRENT CITY OF HALL COUNTY ZONING: PCD

BUILDING SETBACKS:
SIDE: 10' BUILDING SETBACK & BUFFER FROM PROPERTY LINE
REAR: 10' BUILDING SETBACK & BUFFER FROM PROPERTY LINE

BUFFER, AS DEFINED BY THE CITY CODE, IS "A LANDSCAPED OPEN SPACE AND/OR SCREEN LOCATED BETWEEN INCOMPATIBLE LAND USES FOR THE PURPOSE OF VISIBLY SEPARATING USES THROUGH DISTANCE AND TO SHIELD OR BLOCK NOISE, LIGHT, GLARE, OR VISUAL OR OTHER NUISANCES; THAT PORTION OF A GIVEN LOT, NOT COVERED BY BUILDINGS, PAVEMENT, PARKING, ACCESS AND SERVICE AREAS, ESTABLISHED FOR THE PURPOSE OF SCREENING AND SEPARATING PROPERTIES WITH INCOMPATIBLE LAND USES, THE WIDTH OF WHICH IS MEASURED FROM THE COMMON PROPERTY LINE AND EXTENDING THE DEVELOPED PORTION OF THE COMMON PROPERTY LINE. A BUFFER CONSISTS OF TREES, SHRUBS AND OTHER NATURAL VEGETATION UNDISTURBED BY GRADING OR SITE DEVELOPMENT AND REPLANTED WHERE SPARSELY VEGETATED OR WHERE DISTURBED FOR APPROVED ACCESS AND UTILITY CROSSINGS." AT THE CITY'S DIRECTION, ADDITIONAL PLANTINGS AND/OR OTHER IMPROVEMENTS MAY BE REQUIRED AS NEEDED TO COMPLY WITH THE BUFFER REQUIREMENT AS SET FORTH IN CITY CODE.

GENERAL NOTES:

1. THIS PROJECT IS NOT LOCATED WITHIN 200' OF ANY STATE WATERS.

2. A 25-FOOT UNDISTURBED BUFFER SHALL BE MAINTAINED ADJACENT TO ALL STREAMS

3. THERE ARE NO WETLANDS BEING DISTURBED ON THIS SITE.

4. CONSTRUCTION SHALL BE LIMITED TO AREAS SO INDICATED ON THE DRAWINGS. AREAS OUTSIDE OF THE LIMITS OF CONSTRUCTION SHALL BE ENCROACHED UPON ONLY BY WRITTEN PERMISSION OR EASEMENT. THIS PROVISION APPLIES TO BOTH PERSONNEL AND EQUIPMENT.

5. THE DESIGN CONFORMS WITH THE GEORGIA STORMWATER MANAGEMENT MANUAL AND THE HALL COUNTY POST-DEVELOPMENT STORMWATER MANAGEMENT ORDINANCE. LESS THAN 5,000 SF OF IMPERVIOUS SURFACE AREA IS PROPOSED UNDER THIS PHASE OF DEVELOPMENT THUS NO STORMWATER DETENTION NOR WATER QUALITY MEASURES ARE REQUIRED.

6. FILL SHALL BE PLACED IN UNIFORM, HORIZONTAL LAYERS NOT MORE THAN 8" THICK (LOOSE MEASUREMENT). MOISTURE CONTENT SHALL BE ADJUSTED AS NECESSARY TO COMPACT MATERIAL TO 95% OF MAXIMUM DRY DENSITY EXCEPT FOR THE TOP 24" WHICH SHALL BE COMPACTED TO 98% OF MAXIMUM DRY DENSITY IN ACCORDANCE WITH ASTM D698.

9. BEFORE PROCEEDING, VERIFY ALL GRADES AND ELEVATIONS TO ENSURE PROPER AND ADEQUATE DRAINAGE OF AT LEAST ¼" PER FOOT.

10. VERIFY ALL GRADES AND ELEVATIONS SHOWN ON THE DRAWINGS BEFORE PROCEEDING WITH WORK. WHILE GRADES AND ELEVATIONS WILL, IN GENERAL, CONFORM TO THOSE SHOWN ON DRAWINGS, OWNER RESERVES THE RIGHT TO MAKE MINOR MODIFICATIONS BY REASONABLE FIELD ADJUSTMENTS PRIOR TO COMPLETION OF SUBGRADE WORK.

13. ALL EARTHWORK OPERATIONS SHALL COMPLY WITH REQUIREMENTS OF OSHA CONSTRUCTION STANDARDS, PART 1926, SUBPART P, EXCAVATIONS, TRENCHING, AND SHORING, AND SUBPART O, MOTOR VEHICLES, MECHANIZED EQUIPMENT, AND MARINE OPERATIONS, AND SHALL BE CONDUCTED IN A MANNER ACCEPTABLE TO THE ENGINEER.

15. DISPOSAL OF CUT SOILS IS THE RESPONSIBILITY OF THE CONTRACTOR.

CONTRACTOR SHALL COORDINATE WITH LOCAL UTILITY COMPANIES THE RELOCATING AND/OR INSTALLATION OF ALL EXISTING/PROPOSED UTILITIES.

THE LOCATIONS OF UNDERGROUND FACILITIES SHOWN ON THIS PLAN ARE BASED ON FIELD SURVEYS AND LOCAL UTILITY COMPANY RECORDS. IT SHALL BE THE CONTRACTORS FULL RESPONSIBILITY TO CONTACT VARIOUS UTILITY COMPANIES TO LOCATE THEIR FACILITIES PRIOR TO STARTING CONSTRUCTION. NO ADDITIONAL COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR DAMAGE AND REPAIR TO THESE FACILITIES CAUSED BY HIS WORK FORCE.

ALL DIMENSIONS AND GRADES SHOWN ON THE PLANS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY THE OWNER'S CONSTRUCTION MANAGER IF ANY DISCREPANCIES EXIST PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN OR GRADE CHANGES. NO EXTRA COMPENSATION SHALL BE PAID TO CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLANS IF SUCH NOTIFICATION HAS NOT BEEN GIVEN.

ANY CHANGES OR ALTERATIONS MADE TO THESE CONSTRUCTION DRAWINGS WITHOUT THE WRITTEN APPROVAL OF CIVILSCAPES, INC. VOIDS THE SEAL SHOWN HEREON AND ANY LIABILITY ASSOCIATED WITH THIS PROJECT. THE ORIGINAL DRAWINGS ARE KEPT ON FILE FOR VERIFICATION OF ANY CHANGES.

HOURS OF SEASONAL OPERATION:
JUNE-JULY 7 DAYS A WEEK
JAN, FEB, MARCH, NOV AND DEC: BUSINESS CLOSED
APRIL, MAY, AUG, SEPT AND OCT: WEEKENDS ONLY

GRAPHIC SCALE
20 0 20 40 80
1 inch = 20 ft.

REVISIONS

NO.	DATE	REMARKS

SEAL

THIS DRAWING, AS AN INSTRUMENT OF SERVICE, IS AND SHALL REMAIN THE PROPERTY OF THE ENGINEER AND SHALL NOT BE REPRODUCED,PUBLISHED OR USED IN ANY WAY WITHOUT THE PERMISSION OF THE ENGINEER.
THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS AT THE SITE BEFORE PROCEEDING WITH EACH PHASE OF THE WORK.

Civilscapes, Inc.
CIVIL DESIGN & LANDSCAPE ARCHITECTURE
7185 SHALLOWFORD ROAD, LAVONIA, GA. 30041
OFFICE: 678-513-8836 EMAIL: CIVILSCAPESDESIGN@YAHOO.COM

SITE AND GRADING PLAN
FOR
BURTON OUTDOOR ADVENTURES TRAINING POND
LAND LOT 101 / 8TH DISTRICT
HALL COUNTY, GEORGIA

SHEET NUMBER C2.0

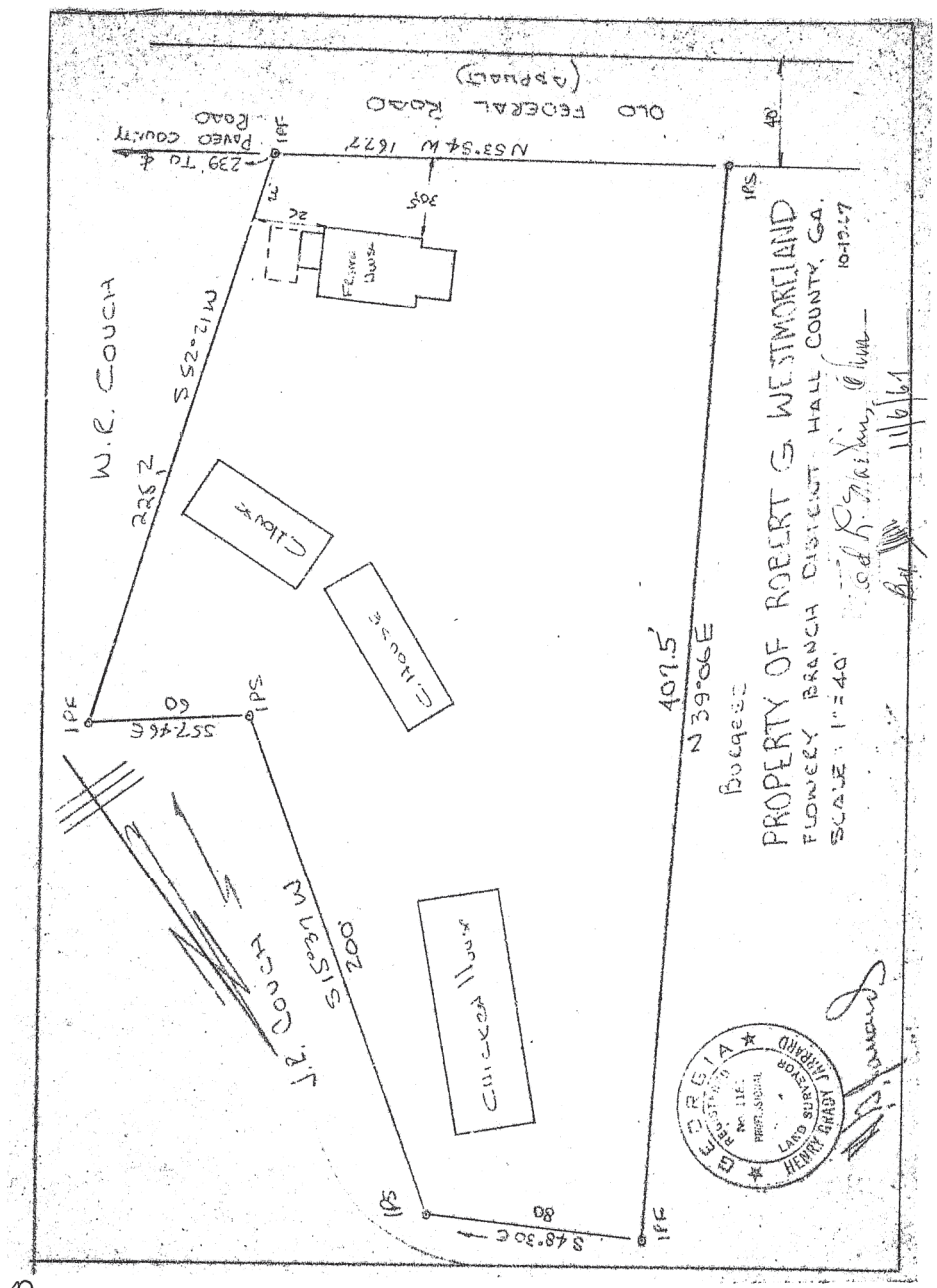
SCALE 1" = 20'

DATE 1/28/25

PROJECT NO. 21-023

05.05.2025 - Item 7

220



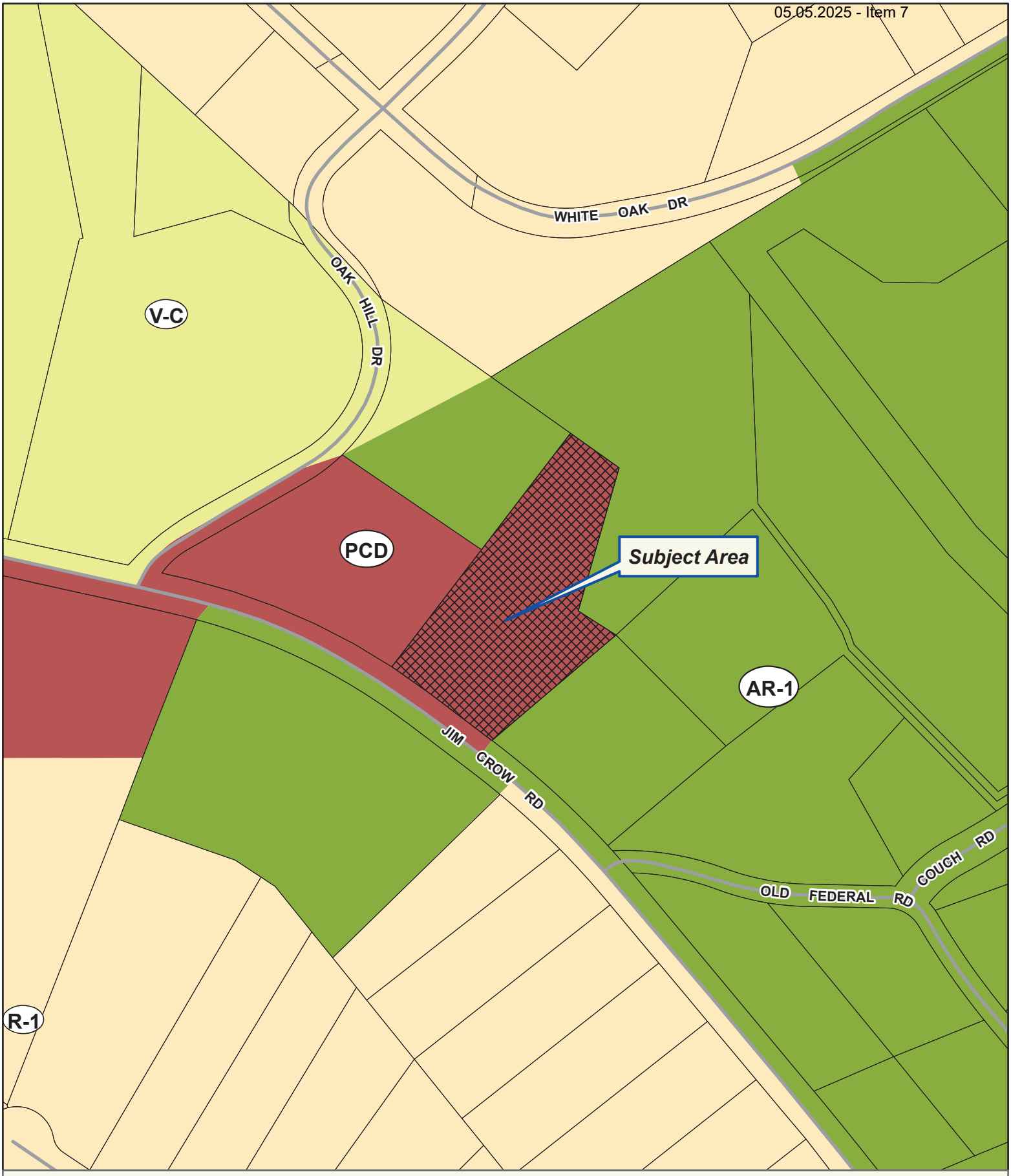
Recorded: Nov. 7, 1967 —— H. Brady Watson, Clerk

Applicant: BURTON OUTDOOR ADVENTURES C/O JASON BURTON
Tax Parcel #: 07329 001003
Location: 5962 JIM CROW ROAD, FLOWERY BRANCH, GA 30542
Commission District 2 **PC Mtg. Date: 05/05/2025**

0 200 400 800
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N



Applicant: BURTON OUTDOOR ADVENTURES C/O JASON BURTON
Tax Parcel #: 07329 001003
Location: 5962 JIM CROW ROAD, FLOWERY BRANCH, GA 30542
Commission District 2 **PC Mtg. Date: 05/05/2025**

0 50 100 200
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N

Applicant: BURTON OUTDOOR ADVENTURES C/O JASON BURTON
Tax Parcel #: 07329 001003
Location: 5962 JIM CROW ROAD, FLOWERY BRANCH, GA 30542
Commission District 2 **PC Mtg. Date: 05/05/2025**

0 50 100 200
Feet

Zoning Boundary
City Limits
Subject Area

N

Advertisers
List of Events

eFiled and eRecorded
DATE: 01/05/2021
TIME: 4:20 PM
DEED BOOK: 8690
PAGE: 527 - 528
FILING FEES: $25.00
TRANSFER TAX: $349.00
PARTICIPANT ID: 9171275233
PT61: 069-2021-000088
RECORDED BY: CH
CLERK: Charles Baker, C.S.C
Hall County, GA

After Recording Return To:
Kim and Bagwell, LLC
311 Green Street, Suite 409
Gainesville, GA 30501

Order No.: 6593

LIMITED WARRANTY DEED

STATE OF GEORGIA

COUNTY OF HALL

THIS INDENTURE, made this 21st day of December, 2020, between **Mark Clements**, of the County of Hall, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and **Jason Burton and Christine Burton**, as party or parties of the second part, as joint tenants with survivorship and not as tenants in common, hereinafter called Grantee.

The words "Grantor" and "Grantee" whenever used herein shall include all individuals, corporations, and any other persons or entities, and all the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto. If more than one party shall execute this deed each Grantor shall always be jointly and severally liable for the performance of every promise and agreement made herein.

WITNESSETH that: Grantor, for and in consideration of the sum of Three Hundred Forty-Nine Thousand And No/100 Dollars ($349,000.00) and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

ALL THAT TRACT or parcel of land lying and being in land Lot 101 of the 8th Land District, Hall County, Georgia, as shown and delineated as Tract 2A, being 1.430 acres, more or less, on plat of survey for Harold F. Melton and Josephine Melton by R&V Land Surveying, Inc., dated 04/24/2002, and being more particularly described as follows:

BEGINNING at an iron pin at a point on the Northeastern right of way of Jim Crow Road, said point being 321.10 feet East as measured along said right of way from the intersection of said right of way and the Southern right of way of Oak Hill Drive; thence leaving said Jim Crow Road (a/k/a Old Federal Road) right of way and running North 38 degrees 46 minutes 54 seconds East, a distance of 192.11 feet to an iron pin; thence running North 38 Degrees 46 minutes 54 seconds East, a distance of 190.53 feet, to an iron pin; thence running South 54 degrees 45 minutes 48 seconds East, a distance of 80.74 feet to an iron pin; thence running South 15 degrees 37 minutes 00 seconds West, a distance of 199.96 feet to an iron pin; thence running South 57 degrees 44 minutes 10 seconds East, a distance of 60.00 feet to an iron pin; thence running South 52 degrees 16 minutes 08 seconds West, a distance of 218.43 feet to an iron pin on the Northeastern right of way of Jim Crow Road; thence running North 53 degrees 56 minutes 45 seconds West, a distance of 168.10 feet to an iron pin; thence running North 38 degrees 46 minutes 54 seconds East, a distance of 9.79 feet to the place or point of beginning. Reference is hereby made to a Plat Book 38, page 220, Hall County Plat Records.

Subject property having a Tax Parcel ID#08101-002002 and being known as 5962 Jim Crow Road, Flowery Branch, Georgia 30542, according to the present system of numbering properties in Hall County, Georgia.

SUBJECT to all zoning ordinances, easements, and restrictions of record insofar as the same may lawfully affect the above-described property.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in Fee Simple.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons owning, holding or claiming by, through or under the said Grantor.

THIS CONVEYANCE is made pursuant to Official Code of Georgia Annotated § 44-6-190, and it is the intention of the parties hereto to hereby create in Grantees a joint tenancy estate with right of survivorship and not as tenants in common.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, this 21st day of December, 2020.

Mark Clements

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

My Commission Expires:

SYDNEY ALLISON NOTARY PUBLIC BARROW COUNTY, GEORGIA MY COMMISSION EXPIRES JANUARY 22, 2024

HALL COUNTY GOVERNMENT
BOARD OF COMMISSIONERS

POST OFFICE BOX 1435
GAINESVILLE, GEORGIA 30503
(770) 535-8288
FAX (770) 531-3972

GARY GIBBS
CHAIRMAN

DEBORAH LYNN, DISTRICT 1
ROGER COLE, DISTRICT 2
STEVE GAILEY, DISTRICT 3
DEBORAH K. MACK, DISTRICT 4

JIM SHULER
COUNTY ADMINISTRATOR

PHIL SUTTON
ASSISTANT COUNTY ADMINISTRATOR

MICHELLE SMALLWOOD
COMMISSION CLERK

September 27, 2004

Mr. Harold F. Melton
5970 Jim Crow Road
Flowery Branch, Georgia 30542

Dear Mr. Melton:

Please be advised that in its meeting of September 23, 2004, the Hall County Board of Commissioners voted to approve with conditions, your application to rezone from AR-III to PCD, a 2.763± acre tract located on the north side of Jim Crow Road at its intersection with Oak Hill Drive; a.k.a. 5962 and 5970 Jim Crow Road; Tax Parcels 8-101-2-2 and 30. Proposed Use: Mixed use commercial/boat/camper storage/residences. Commission District One.

The following conditions apply:

1. The property shall be used and developed as generally shown on the site plan and described in the narrative. Details of the plan, such as buffers and parking areas must be modified to comply with current codes.
2. Any new septic tanks shall have inspection tubes at the inlet and outlet.
3. Any new lighting on the premises shall be of a non-spill type.
4. If chain linked fencing is installed around the boat storage area, vinyl slats to provide screening shall be installed.
5. All conditions of zoning shall be made a part of any plat created for the parcel.

Please contact me if you have any questions concerning this action taken by the commission.

Sincerely,

Michelle Smallwood
Commission Clerk

c: Planning & Zoning
Building Inspection
Tax Commissioner
Public Works & Utilities
Business License
Tax Assessor

Outlook

HCPC Tentative Agenda 5.5.25

From Emily McGahee (Environmental Health) <emcgahee@hallcounty.org>
Date Thu 4/3/2025 12:34 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>; Katie L. Greenway (CDI: Planning) <klgreenway@hallcounty.org>; Kristie Turner (Planning) <kturner@hallcounty.org>
Cc Chad Harper (Environmental Health) <charper@hallcounty.org>; Kelly Hairston (Environmental Health) <khairston@hallcounty.org>

Please find Environmental Health comments below:

Item 1, 4340 Cherokee Trail, Wilcox: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system.

Item 2, 6551 Red Hawk Way, Acuff: No comment. Public sewer.

Item 3, 5962 Jim Crow Road, Burton: Must meet all Environmental Health commercial septic system permitting requirements. A detailed business plan, including details on the filtration of the pond water, must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation/modification may be required after review of business plan. The pond will be regulated and permitted under the DPH Rules and Regulations for Public Swimming Pools, Spas, and Recreational Water Parks if the water is recirculated. In this case, the well must also meet potable water supply standards if used to fill the pond.

Items 4A,B,C, 5323 Thompson Bridge Road, Cane: Must meet all Environmental Health commercial septic system permitting requirements. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation/modification may be required after review of business plan.

Item 5, 2505 Dana Drive, Karas: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation may be required after review of business plan.

Item 6, 6266 Yellow Creek Road, Cook: No comment. Proposed sewage disposal to be permitted by EPD.

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.

Outlook

RE: Monday, May 5, 2025 Planning Commission Tentative Packets

From Stevens, Henry K <HStevens@dot.ga.gov>
Date Wed 4/2/2025 2:37 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>

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 afternoon everyone,

Please see the below comments in red from GDOT District 1.

Thanks,

Henry Stevens, E.I.T.
GDOT Civil Engineer 2
Georgia Department of Transportation
District 1 Traffic Operations- Gainesville
1475 Jesse Jewell Pkwy
Suite 100
Gainesville, GA, 30501
470.663.1807 cell

From: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Sent: Thursday, March 27, 2025 1:56 PM
Subject: Monday, May 5, 2025 Planning Commission Tentative Packets

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 Afternoon,

Here is the Tentative Agenda and Maps for the **Monday, May 5, 2025** Hall County Planning Commission Meeting. Please use the links to review the documents and respond with comments to Hall County Planning and Zoning. 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, April 3, 2025.** Email comments to Beth (bgarmon@hallcounty.org) and Kaitlyn (kelliott@hallcounty.org).

CALL TO ORDER

-

AGENDA REVIEW

APPROVAL OF MINUTES – April 21, 2025

NEW BUSINESS

1. **4340 Cherokee Trail | Variance |** to reduce the minimum yards | on a 0.38± acre tract located on the east side of Cherokee Trail approximately 1,555 feet from its intersection with Twin Rivers Drive | Zoned R-1; Tax Parcel 08038 001026 **| Proposed Use: Accessory structure |** * Commission District 2 **| Sonia L. Wilcox, applicant** **NO GDOT COORDINATION REQUIRED**

2. **6551 Red Hawk Way | Variance |** to reduce the minimum yards | on a 0.30± acre tract located on the south side of Red Hawk Way approximately 195 feet from its intersection with Stag Leap Lane | Zoned PRD; Tax Parcel 15041D000370 **| Proposed Use: Deck addition |** * Commission District 1 **| Mary M. Acuff, applicant** **NO GDOT COORDINATION REQUIRED**

3. **5962 Jim Crow Road | Special Use |** to amend conditions of zoning | on a 1.42± acre tract located on the north side of Jim Crow Road approximately 252 feet from its intersection with Old Federal Road | Zoned PCD; Tax Parcel 08101 002002 **| Proposed Use: Expansion of services** | ** Commission District 2 **| Burton Outdoor Adventures c/o Jason Burton, applicant** **NO GDOT COORDINATION REQUIRED**

4. **(A) 5323 Thompson Bridge Road | Rezone |** from Agricultural Residential (AR-1) to Highway Business (H-B, GCOD) | on a 0.61± acre tract located on the southwest side of Thompson Bridge Road approximately 407 feet from its intersection with Marlow Road | Zoned AR-1; Tax Parcel 11082 000028A **| Proposed Use: Vehicle repair, major |** ** Commission District 2 **| John Cane, applicant** **GDOT COORDINATION REQUIRED**

   (B) 5323 Thompson Bridge Road | Special Use | Vehicle repair, major in GCOD |on a 0.61± acre tract located on the southwest side of Thompson Bridge Road approximately 407 feet from its intersection with Marlow Road | Zoned AR-1; Tax Parcel 11082 000028A **| Proposed Use: Vehicle repair, major |** ** Commission District 2 **| John Cane, applicant** **GDOT COORDINATION REQUIRED**

   (C) 5323 Thompson Bridge Road | Variance to section 6.2 | Gateway Corridor Overlay District (GCOD) | on a 0.61± acre tract located on the southwest side of Thompson Bridge Road approximately 407 feet from its intersection with Marlow Road | Zoned AR-1; Tax Parcel 11082 000028A **| Proposed Use: Vehicle repair, major |** * Commission District 2 **| John Cane, applicant** **GDOT COORDINATION REQUIRED**

5. **2505 Dana Circle | Rezone |** from Agricultural Residential (AR-1) to Highway Business (H-B) | on a 0.33± acre tract located on the north side of Dana Circle at its intersection with Dana Drive | Zoned AR-1; Tax Parcel 15021A000036B **| Proposed Use: Vehicle sales |** ** Commission District 3 **| Tim Karas, applicant** **NO GDOT COORDINATION REQUIRED**

6. **6266 Yellow Creek Road | Rezone |** from Agricultural Residential 1 (AR-1) to Planned Residential Development (PRD) | on a 253.58± acre portion of a tract located on the northwest side of Yellow Creek Road approximately 1,457 feet from its intersection with Bent Tree Cove | Zoned AR-1; Tax Parcel 11112 000004 (pt.) **| Proposed Use: 253-lot residential development |** ** Commission District 2 **| Cook Communities, applicant** **NO GDOT COORDINATION REQUIRED**

*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, June 12, 2025, 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, June 12, 2025. 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,

Kaitlyn Elliott
Planning Commission Clerk
Hall County Community Development and Infrastructure
(770) 531-6810 www.hallcounty.org

HALL COUNTY
GEORGIA
We have it all in Hall

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
GEORGIA

POST OFFICE DRAWER 1435

GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

PUBLIC WORKS AND

UTILITIES DIRECTOR
Bill Nash, P.E.

Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

MEMORANDUM

To: Beth Garmon, Director of Planning and Zoning

From: Bill Nash, Director of Public Works and Utilities

Date: April 3, 2025
April 10, 2025 (revised for 2505 Dana Circle)

Subject: May 5, 2025 - Hall County Planning Commission Agenda

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the May 5, 2025 meeting. Upon review, we provide the following comments.

NEW BUSINESS

1. **4340 Cherokee Trail | Variance |** to reduce the minimum yards | on a 0.38± acre tract located on the east side of Cherokee Trail approximately 1,555 feet from its intersection with Twin Rivers Drive | Zoned R-1; Tax Parcel 08038 001026 | **Proposed Use: Accessory structure |** * Commission District 2 **| Sonia L. Wilcox, applicant**

a. **Engineering:** No comment

b. **Traffic:** No comment
c. **Utilities:** Gainesville Water. No sanitary sewer in area.

2. **6551 Red Hawk Way | Variance** | to reduce the minimum yards | on a 0.30± acre tract located on the south side of Red Hawk Way approximately 195 feet from its intersection with Stag Leap Lane | Zoned PRD; Tax Parcel 15041D000370 | **Proposed Use: Deck addition |** * Commission District 1 | **Mary M. Acuff, applicant**

a. **Engineering:** No comment
b. **Traffic:** No comment
c. **Utilities:** Gainesville Water. Hall County sanitary sewer –onsite

3. **5962 Jim Crow Road | Special Use** | to amend conditions of zoning | on a 1.42± acre tract located on the north side of Jim Crow Road approximately 252 feet from its intersection with Old Federal Road | Zoned PCD; Tax Parcel

08101 002002 | **Proposed Use: Expansion of services** | ** Commission District 2 | **Burton Outdoor Adventures c/o Jason Burton, applicant**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
b. **Traffic:** No comment
c. **Utilities:** Flowery Branch sanitary sewer area.

4. **(A) 5323 Thompson Bridge Road | Rezone** | from Agricultural Residential (AR-1) to Highway Business (H-B, GCOD) | on a 0.61± acre tract located on the southwest side of Thompson Bridge Road approximately 407 feet from its intersection with Marlow Road **|** Zoned AR-1; Tax Parcel 11082 000028A | **Proposed Use: Vehicle repair, major |** ** Commission District 2 | **John Cane, applicant**

(B) 5323 Thompson Bridge Road | **Special Use** | Vehicle repair, major in GCOD |on a 0.61± acre tract located on the southwest side of Thompson Bridge Road approximately 407 feet from its intersection with Marlow Road | Zoned AR-1; Tax Parcel 11082 000028A | **Proposed Use: Vehicle repair, major** | ** Commission District 2 | **John Cane, applicant**

(C) 5323 Thompson Bridge Road | Variance to section 6.2 | Gateway Corridor Overlay District (GCOD) | on a 0.61± acre tract located on the southwest side of Thompson Bridge Road approximately 407 feet from its intersection with Marlow Road | Zoned AR-1; Tax Parcel 11082 000028A | **Proposed Use: Vehicle repair, major |** * Commission District 2 | **John Cane, applicant**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
b. **Traffic:** GDOT approval or access permit required.
c. **Utilities:** Hall County sanitary sewer area. Nearest infrastructure is 350' south across parcel 11082 000028. Fieldale farms – easement required.

5. **2505 Dana Circle | Rezone** | from Agricultural Residential (AR-1) to Highway Business (H-B) | on a 0.33± acre tract located on the north side of Dana Circle at its intersection with Dana Drive | Zoned AR-1; Tax Parcel 15021A000036B | **Proposed Use: Vehicle sales |** ** Commission District 3 | **Tim Karas, applicant**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
b. **Traffic:** No comment
Revised comment – Dana Circle is a substandard roadway for commercial use. Improvements will be required and approved by Hall County Engineering. No

towing or car transports over 14,000 pounds Gross Vehicle Weight Ratings will be allowed. (4-10-25)

c. **Utilities:** Gainesville w/s

6. **6266 Yellow Creek Road | Rezone** | from Agricultural Residential 1 (AR-1) to Planned Residential Development (PRD) | on a 253.58± acre portion of a tract located on the northwest side of Yellow Creek Road approximately 1,457 feet from its intersection with Bent Tree Cove | Zoned AR-1; Tax Parcel 11112 000004 (pt.) | **Proposed Use: 253-lot residential development** | ** Commission District 2 | **Cook Communities, applicant**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
Show stream buffer and impervious setback from wrested vegetation not centerline of stream
Show FEMA and Hall County studied Flood plains that are present on site.

b. **Traffic:** Both proposed accesses must meet Hall County requirements at a minimum decel lanes will be required.

c. **Utilities:** Hall County service area. No infrastructure in the area.

Outlook

Fire Comments

From John Hornick (Fire Services) <jhornick@hallcounty.org>
Date Mon 3/31/2025 3:58 PM
To Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>
Cc Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

Monday, May 5, 2025 Hall County Planning Commission Meeting

1. **5962 Jim Crow Road | Special Use** | to amend conditions of zoning | on a 1.42± acre tract located on the north side of Jim Crow Road approximately 252 feet from its intersection with Old Federal Road | Zoned PCD; Tax Parcel 08101 002002 | **Proposed Use: Expansion of services** | ** Commission District 2 | **Burton Outdoor Adventures c/o Jason Burton, 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

ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY
APPLICANT:
BURTON OUTDOOR ADVENTURES c/o JASON BURTON
REQUEST:
SPECIAL USE TO AMEND CONDITIONS OF ZONING FOR EXPANSION OF SERVICES
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: MAY 5, 2025
Time: 5:15 P.M.
&
COUNTY COMMISSION
Date: JUN 12, 2025
Time: 6:00 P.M.
HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA
FOR MORE INFORMATION CALL: (770) 531-6809

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503
t: 770-531-6809 I f: 770-531-3902

HALL COUNTY
GEORGIA
We have it all in Hall

PUBLIC NOTICE REQUIREMENTS

Zoning regulations require that public notice must be given prior to all zoning hearings as follows:

1. The Planning Department shall publish a legal advertisement no less than fifteen (15) days and no more than forty-five (45) days prior to the public hearing.

2. The Planning Department shall send notification by letter of all other property owners within a 500-foot radius of the applicant's property is standard administrative policy of the Planning Department.

3. The applicant/property owner shall place the public notice sign in a conspicuous location on the property not less than fifteen (15) days and not more than forty-five (45) days prior to the public hearing.

The Planning Department shall post the legal advertisement and notify property owners within a 500ft radius to the subject property.

The applicant is required to post the public notice sign not less than fifteen (15) days and not more than forty-five (45) days prior to the public hearing. A photo of the sign placed at the location is required and must be sent to the Planning Department.

Multiple sign postings on a site may be required as determined by the Planning Department. The sign must be in a location where it is clearly visible from the roadway. The sign cannot be obstructed in any manner, placed too far from the road, or placed in such manner as would cause it to blend into the landscape.

Should you find the sign missing or vandalized in any manner, contact the Planning Department for a replacement sign. When the proceeding is complete and final Board action has occurred, the sign shall then be removed from the property by the applicant.

THE ZONING SIGN MUST BE POSTED NO EARLIER THAN MAR 28, 2025 AND NO LATER THAN APR 6, 2025.

THE ORGINAL SIGNED AFFIDAVIT MUST BE AND RETURNED TO THE PLANNING DEPARTMENT NO LATER THAN APR 6, 2025 ALONG WITH A MINIMUM OF ONE PHOTO SHOWING THE SIGN POSTED AT THE SUBJECT PROPERTY.

Failure to comply will result in a delay of the application.

AFFIDAVIT

By my signature, I, Jason M. Burton **, hereby acknowledge that I have read and understand the sign posting requirements. I further certify that the required public notice sign was posted on** 3/31/2025 **for** Jason M. Burton.

Please Print Name

Date

(Name application filed as)

Signature _____

(The original document is required)

AGENDA ITEM

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

REPORT TO: **Work Session (06/09/25)**

REPORT TO: **Voting Meeting (06/12/25)**

ITEM NO: 323/2025

SUBJECT: **2905 McEver Road | Amend Conditions of Zoning |** in GCOD on a 1.00± acre tract located on the south side of McEver Road approximately 826 feet from its intersection with Green Road | Zoned H-B; Tax Parcel 07300 000003A | **Proposed Use: Expansion of vehicle sales and vehicle repair, major** | Commission District 2 | **Fady Hanna, applicant**

Meetings:

Work Session Date: 06/09/25 **Voting Meeting Date:** 06/12/25

Executive Summary:

Presenter: BG

Recommendation:

Approval, with conditions

1. The property shall be developed in accordance with development standards enforced at the time of site plan approval, modified as necessary for compliance with conditions herein.
2. Hours of operation shall be Monday through Friday, 8:00 a.m. – 6:00 p.m., Saturday: 10:00 a.m. – 2:00 p.m., Sunday: closed.
3. The maximum number of vehicles on site for sale and service shall not exceed fifty (50) or as otherwise limited by the number and location approved by the Fire Marshal and other applicable development standards per the Hall County Unified Development Code (UDC).
4. All vehicles awaiting repair must be parked in designated spaces located on the southeast side of the property, as indicated on the submitted site plan dated February 13, 2025. No vehicles awaiting repair shall be parked in any spaces adjacent to McEver Road.
5. All parking in the right-of-way of both the road and railroad is prohibited.
6. Customer and employee parking shall be designated on site in accordance with the site plan submitted as part of the zoning application.
7. No junk vehicles, scrap materials, or parts shall be stored in such a way as to be visible on the site. All materials utilized in the service of vehicles shall be stored in an enclosed building. No outside storage of equipment or materials is allowed. Additionally, no storage of boats or recreational vehicles shall be allowed on the property.
8. Any change or additions to signage shall adhere to GCOD standards.
9. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Official Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to Environmental Health, the Fire Marshal, and Hall County Engineering.
10. All conditions of zoning shall be made part of any plats created for the property.

Purpose of Request: **History:**

2905 McEver Road | Amend Conditions of Zoning | in GCOD on a 1.00± acre tract located on the south side of McEver Road approximately 826 feet from its intersection with Green Road | Zoned H-B; Tax Parcel 07300 000003A | **Proposed Use: Expansion of vehicle sales and vehicle repair, major** | Commission District 2 | **Fady Hanna, 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
KE	BG	WLI	CR
Clerk			
JR			

Attachments:
Board Memo
Recommendation Report
Application
Narrative
Site Plan
Photos of Property
Plat
Maps
Deed
Legal Description
2011 Board of Commissioners Letter
Environmental Health Comments
GDOT Comments
Public Works Comments
Updated Fire Comments with Photos
Fire Comments
Notice Sign

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

PLANNING AND ZONING
DIRECTOR
Beth Garmon

Hall County Government
PLANNING AND ZONING

To: David Gibbs, Chairman
Kathy Cooper, District 1 Commissioner
Billy Powell, District 2 Commissioner
Gregg Poole, District 3 Commissioner
Jeff Stowe, District 4 Commissioner

From: Beth Garmon, Director of Planning & Zoning

Date: May 27, 2025

Subject: **2905 McEver Road | Special use |** to amend conditions of zoning in GCOD | on a 1.00± acre tract| Zoned H-B; Tax Parcel 07300 000003A **| Proposed Use: Expansion of vehicle sales and vehicle repair, major| Fady Hanna, applicant**

The request before you is from Fady Hanna for a special use to amend conditions of zoning for vehicle sales and vehicle repair, major. This item is located within Commission District 2.

At their May 5, 2025 meeting, the Hall County Planning Commission voted to recommend **approval, with ten (10) conditions (5-0).**

Staff recommendation: **Approval, with conditions,** as the proposed use is consistent with the "Business Nodes and Corridors" future land use classification within the Comprehensive Plan.

Public Comments:

- May 5, 2025 HCPC: **No comments were submitted** in advance of the meeting and **no one spoke during the public hearing.**
- April 21, 2025 HCPC: **No comments were submitted** in advance of the meeting. Request was tabled to May 5, 2025.

Planning Commission Conditions:

1. The property shall be developed in accordance with development standards enforced at the time of site plan approval, modified as necessary for compliance with conditions herein.
2. Hours of operation shall be Monday through Friday, 8:00 a.m. – 6:00 p.m., Saturday: 10:00 a.m. – 2:00 p.m., Sunday: closed.
3. The maximum number of vehicles on site for sale and service shall not exceed fifty (50) or as otherwise limited by the number and location approved by the Fire Marshal and other applicable development standards per the Hall County Unified Development Code (UDC).

4. All vehicles awaiting repair must be parked in designated spaces located on the southeast side of the property, as indicated on the submitted site plan dated February 13, 2025. No vehicles awaiting repair shall be parked in any spaces adjacent to McEver Road.
5. All parking in the right-of-way of both the road and railroad is prohibited.
6. Customer and employee parking shall be designated on site in accordance with the site plan submitted as part of the zoning application.
7. No junk vehicles, scrap materials, or parts shall be stored in such a way as to be visible on the site. All materials utilized in the service of vehicles shall be stored in an enclosed building. No outside storage of equipment or materials is allowed. Additionally, no storage of boats or recreational vehicles shall be allowed on the property.
8. Any change or additions to signage shall adhere to GCOD standards.
9. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Official Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to Environmental Health, the Fire Marshal, and Hall County Engineering.
10. All conditions of zoning shall be made part of any plats created for the property.

HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT

Applicant ..... Fady Hanna

Request ..... (A) **Special Use|** Amend conditions of zoning in GCOD

Proposed Use ..... (A) Expansion of vehicle sales and vehicle repair, major

Size ..... 1.00± acres

Zoning ..... Highway Business (H-B)

Location ..... **2905 McEver Road |** Tax parcel 07300 000003A

Commission District ..... Two

Planning Commission Date ..... May 5, 2025
April 21, 2025

Staff Recommendation ..... **(A) Approval, with conditions,** as the proposed use is consistent with the "Business Nodes and Corridors" future land use classification within the Comprehensive Plan.

Record Number(s) HZCU25-0009

Planning Commission Recommendation..... **Approval, with conditions**

Vote: 5-0

Planning Commission Conditions:

1. The property shall be developed in accordance with development standards enforced at the time of site plan approval, modified as necessary for compliance with conditions herein.
2. Hours of operation shall be Monday through Friday, 8:00 a.m. – 6:00 p.m., Saturday: 10:00 a.m. – 2:00 p.m., Sunday: closed.

3. The maximum number of vehicles on site for sale and service shall not exceed fifty (50) or as otherwise limited by the number and location approved by the Fire Marshal and other applicable development standards per the Hall County Unified Development Code (UDC).
4. All vehicles awaiting repair must be parked in designated spaces located on the southeast side of the property, as indicated on the submitted site plan dated February 13, 2025. No vehicles awaiting repair shall be parked in any spaces adjacent to McEver Road.
5. All parking in the right-of-way of both the road and railroad is prohibited.
6. Customer and employee parking shall be designated on site in accordance with the site plan submitted as part of the zoning application.
7. No junk vehicles, scrap materials, or parts shall be stored in such a way as to be visible on the site. All materials utilized in the service of vehicles shall be stored in an enclosed building. No outside storage of equipment or materials is allowed. Additionally, no storage of boats or recreational vehicles shall be allowed on the property.
8. Any change or additions to signage shall adhere to GCOD standards.
9. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Official Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to Environmental Health, the Fire Marshal, and Hall County Engineering.
10. All conditions of zoning shall be made part of any plats created for the property.

Excerpts from the minutes of the May 5, 2025 meeting

Applicant's Presentation:

Katie Greenway, Planning and Zoning Administrator, presented a summary of the request.

Fady Hanna, 2905 McEver Road, Buford, presented the request. The applicant is requesting (A) a special use to amend the conditions of zoning on a 1.00± acre tract zoned Highway Business (H-B) for the expansion of vehicle sales and vehicle repair, major. Concurrent with this request, the applicant is requesting (B) a variance to section 6.2 to allow gravel paving within the Gateway Corridor Overlay District (GCOD). The property is currently developed with a vehicle sales lot. The subject parcel was approved for a conditional use on March 24, 2011 (ZON2011-00004) for auto repair and auto sales with seven conditions.

Public Forum:

There were no comments in support or opposition.

Planning Commission Comments:

Mr. Braswell asked the applicant to clarify the previous approval for 150 cars. The applicant stated their property had been grandfathered to allow this many cars for approximately 15 years. Mr. Hunt asked how many cars are on site including those located within the railroad right-of-way. The applicant stated approximately 70 cars but they are actively removing cars. Hunt asked for clarification of what the

applicant meant when stating actively moving cars. The applicant explained that the cars are being moved to another property that were previously located on the rail road right of way. Mr. Braswell stated the current zoning allows only 15 cars on the subject property. Mr. Hunt asked if the applicant would be agreeable to limiting the amount of cars to 50 given the small size of the lot. Mr. Braswell asked if the applicant's estimation also included the cars within the right-of-way of McEver Road. The applicant stated these cars were not included as those shown in an old aerial image have since been moved and new landscaping was installed to prevent cars from being parked there. Mr. Braswell asked the applicant to explain the current issues with the Fire Marshal. The applicant stated they have been given approval from the Fire Marshal due to recent changes. Mr. Braswell referenced the Fire Marshal's comments for this application which stated that emergency vehicles would not be able to access the site given the current layout of the property. The applicant was not aware of this issue.

A

***Motion:* A motion to approve, with conditions was made by Stan Hunt and seconded by Frank Sosebee. Vote: 5-0**

Conditions:

1. The property shall be developed in accordance with development standards enforced at the time of site plan approval, modified as necessary for compliance with conditions herein.
2. Hours of operation shall be Monday through Friday, 8:00 a.m. – 6:00 p.m., Saturday: 10:00 a.m. – 2:00 p.m., Sunday: closed.
3. The maximum number of vehicles on site for sale and service shall not exceed fifty (50) or as otherwise limited by the number and location approved by the Fire Marshal and other applicable development standards per the Hall County Unified Development Code (UDC).
4. All vehicles awaiting repair must be parked in designated spaces located on the southeast side of the property, as indicated on the submitted site plan dated February 13, 2025. No vehicles awaiting repair shall be parked in any spaces adjacent to McEver Road.
5. All parking in the right-of-way of both the road and railroad is prohibited.
6. Customer and employee parking shall be designated on site in accordance with the site plan submitted as part of the zoning application.
7. No junk vehicles, scrap materials, or parts shall be stored in such a way as to be visible on the site. All materials utilized in the service of vehicles shall be stored in an enclosed building. No outside storage of equipment or materials is allowed. Additionally, no storage of boats or recreational vehicles shall be allowed on the property.
8. Any change or additions to signage shall adhere to GCOD standards.
9. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Official Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to Environmental Health, the Fire Marshal, and Hall County Engineering.
10. All conditions of zoning shall be made part of any plats created for the property.

B
***Motion:* A motion to deny was made by Stan Hunt and seconded by Frank Sosebee.**
Vote: 5-0

Excerpts from the minutes of the April 21, 2025 meeting

Applicant's Presentation:

Katie Greenway, Planning and Zoning Administrator, stated that the applicant has requested to table the application to a future meeting as the public notice sign was not posted by the required deadline of March 23, 2025.

A
***Motion:* A motion to table to May 5, 2025 was made by Frank Sosebee and seconded by Stan Hunt.**
Vote: 4-0 (Davidson absent)

B
***Motion:* A motion to table to May 5, 2025 was made by Frank Sosebee and seconded by Stan Hunt.**
Vote: 4-0 (Davidson absent)

(A) Staff recommends APPROVAL of the applicant's request with the following conditions:

1. The property shall be developed in accordance with the site plan dated February 13, 2025, and as described in the project narrative dated February 13, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

2. Hours of operation shall be Monday through Friday, 8:00 a.m. – 6:00 p.m., Saturday: 10:00 a.m. – 2:00 p.m., Sunday: closed.

3. The maximum number of vehicles on site for sale and service shall not exceed eighty (80), as indicated on the site plan dated February 13, 2025, or as otherwise limited by the number and location approved by the Fire Marshal and other applicable development standards per the Hall County Unified Development Code (UDC).

4. All vehicles awaiting repair must be parked in designated spaces located on the southeast side of the property, as indicated on the submitted site plan dated February 13, 2025. No vehicles awaiting repair shall be parked in any spaces adjacent to McEver Road.

5. All parking in the right-of-way of both the road and railroad is prohibited.

6. Customer and employee parking shall be designated on site in accordance with the site plan submitted as part of the zoning application.

7. No junk vehicles, scrap materials, or parts shall be stored in such a way as to be visible on the site. All materials utilized in the service of vehicles shall be stored in an enclosed building. No outside storage of equipment or materials is allowed. Additionally, no storage of boats or recreational vehicles shall be allowed on the property.

8. All signage, existing and proposed, shall adhere to GCOD standards.

9. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Official Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to Environmental Health, the Fire Marshal, and Hall County Engineering.

10. All conditions of zoning shall be made part of any plats created for the property.

(B) Staff recommends <u>DENIAL</u> of the applicant's request.

The following are exceptions requested by the applicant, and shall warrant further determination by the Board should it choose to approve the submitted narrative and site plan:

1. **Section 6.2.5.B.2** – <u>Site Development Standards</u> – Along street frontage there must be a landscape strip at least 10 feet in width except for perpendicular crossings for driveways and utilities.
    - The applicant proposes a 6 foot wide landscape strip along McEver Road. **This does not meet the standard.**

2. **Section 6.2.5.C.2.a** - <u>Parking Lot Design</u> - Each parking area with at least 20 spaces must include landscaped islands within the parking area equivalent to not less than 10 percent of the total paved area of the parking lot, not including pervious paving surfaces.
    - The applicant proposes 28 parking spaces along McEver Road. There are no landscape islands shown. **This does not meet the standard.**

3. **Section 6.2.5.C.2.d** - <u>Parking Lot Design</u> - All parking areas shall be paved with asphalt, concrete or pervious materials approved by the Director.
    - The applicant proposes gravel surface for parking and outdoor storage areas. **This does not meet the standard.**

4. **Section 6.2.5.C.e** - <u>Parking Lot Design</u> - Off-street parking must be located to the side or rear of the principal building and may not be located between the principal building and the street.
    - The applicant proposes inventory parking along McEver Road in front of the principal building. **This does not meet the standard.**

<u>Summary Analysis</u>

The applicant is requesting (A) a special use to amend the conditions of zoning on a 1.00± acre tract zoned Highway Business (H-B) for the expansion of vehicle sales and vehicle repair, major. Concurrent with this request, the applicant is requesting (B) a variance to section 6.2 for gravel parking in Gateway Corridor Overlay District (GCOD). The property is currently developed with a vehicle sales lot.

The subject parcel was approved for a conditional use on March 24, 2011 (ZON2011-00004) for auto repair and auto sales with the following conditions:

1. The development of the facility will be in accordance with the narrative submitted with the application.
2. The applicant shall provide a basic conceptual plan depicting parking spaces and ingress/egress sites.
3. Hours of operation shall be Monday-Friday, 8:00 a.m.-6:00 p.m., Saturday: 10:00 a.m. – 2:00 p.m., closed Sunday.
4. The maximum number of vehicles on site for sale and service shall not exceed fifteen.
5. The applicant is subject to the Gateway Corridors Development Overlay District buffering and landscaping requirements.
6. No junk vehicles, scrap materials, or parts shall be visible from the site. All materials utilized in service of vehicles shall be stored in an enclosed building.
7. Any new lighting on the premises shall be of non-spill type.

The surrounding properties are zoned and developed as follows:

North: City of Buford: commercial development and Hall County Light Industrial (I-1): Approved for office/warehouse/outside storage (ZON2008-00009) and operating as Global Auto Center LLC (HBUSR24-1977).
East: Hall County Highway Business (H-B): Vermeer Southeast
South: City of Buford: Southern Railroad.
West**:** Hall County Agricultural Residential 1 (AR-1): Undeveloped.

Per the submitted narrative, the applicant is requesting to amend condition number 4 of the 2011 Highway Business (H-B) zoning to allow for the expansion of vehicle sales and vehicle repair, major. Previously approved conditions restricted the number of vehicles for sale or repair on-site to a maximum of 15 vehicles. The applicant is now requesting an increase for a total of 80 vehicles for sales and repair.

The Hall County Fire Marshal has provided comments regarding the obstruction of fire apparatus access roads and all fire code standards must be met prior to the issuance of the business license.

The applicant is also requesting variances to the standards of the Gateway Corridor Overlay District. Per the narrative, the applicant is requesting to use gravel for the parking areas, excluding the portion directly adjacent to the right-of-way of McEver Road. Additionally, the site plan depicts a 6 foot landscape strip along McEver Road while the code requires a minimum 10 foot strip.

Based on the future land use plan, staff finds the requested zoning designation *is consistent* with the Hall County Comprehensive Plan's future land use designation of "Business Nodes and Corridors"
These areas consist of higher-intensity commercial uses, low-intensity, consumer-facing industrial uses

that house businesses that serve nearby communities, and with some higher density residential, where appropriate.

(A) Zoning Analysis – <u>Special Use</u>

When considering a zoning amendment to the zoning maps, the Planning Commission must study the need and justification for the change based on a determination of the facts applicable to the particular case, and the following general lines of inquiry must be considered:

a. Whether the zoning proposal will permit a use that is suitable in view of the use, development and zoning of adjacent and nearby property; **The proposed use is suitable in view of the use and development of adjacent and nearby properties along McEver Road as there are other commercial uses in the surrounding area.**

b. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **It is not anticipated that the development would adversely affect adjacent or nearby property as it is an existing business.**

c. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned; **The property has reasonable economic use as currently zoned.**

d. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, schools, police protection, fire protection, public health facilities or emergency medical service; ; **If approved, the use is not anticipated to cause an excessive or burdensome use of the existing streets, transportation facilities, utilities, schools, police protection, fire protection, public facilities, or emergency medical service.**

e. Whether the zoning proposal is in conformity with the policy and intent of the future land use plan for the physical development of the area; **The proposed use is consistent with the future land use designation of "Business Nodes and Corridors"**

f. The extent to which property values are diminished by the existing zoning restrictions; **Staff is unable to determine the extent to which property values are diminished by the existing zoning restrictions.**

g. 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. Often it is difficult to determine the effect of a development on adjacent properties until the development is completed.**

h. 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.**

i. 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 property is developed with a vehicle sales lot.**

j. 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; **There are no known changing conditions affecting the use or development of the property.**

k. Whether the change would create an isolated district unrelated to the surrounding districts; **No, this would not create an isolated district unrelated to the surrounding districts as the H-B zoning district is already established.**

l. 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.**

m. Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **No, the request is not out of scale with the needs of the county as a whole.**

n. Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **The existing zoning of the subject site supports the proposed use; however, the proposal to amend conditions of zoning requires approval by the Board of Commissioners.**

o. Whether the need for rezoning could be handled instead by a variance request to the Planning Commission; **The request for a special use to amend the conditions of zoning in GCOD could not be handled alternatively as a variance.**

p. 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 land development permitting process, and as a result are subject to local, state, and federal regulations. As a result, there are no anticipated ecological or pollution impacts resulting from any modification to the land if the request is granted.**

q. 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.**

11.2.6.E - Submission requirements

1. Any person or persons requesting a change in the official zoning map or use subject to approval of the County Commission must file an application with a plat or map of the property attached

thereto, together with payment of such fees set forth in this Sec 11.2. to cover administrative and advertising costs, in the Planning and Zoning Department office. Such person or persons or their authorized agent must appear in person at the public hearing held to consider the district change. **The 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.**

2. All applications for a change of zoning classification or use subject to approval of the County Commission must include:

   a. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in this Sec. 11.2. **The proposal provides a narrative outlining the intent of the development; however, the applicant has not prepared a response to each of the criteria listed in 11.2.6.E.2.**

   b. 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 may evaluate the application based on the most intense possible land use permitted in the proposed district**. The proposal meets the requirement.**

   c. For any application for a slow rate land treatment system as defined in 7.6.9.D.1, additional requirements apply. **This standard is not applicable to the applicant's request**

   d. For any application proposing the development of 100 or more residential dwelling units, a traffic impact study must be submitted prior to consideration of the application by the County Commission. At the applicant's expense, the traffic impact study must be prepared by a professional engineer in accordance with requirements established by the Hall County Engineering Department. The Engineering Department must review the traffic impact study and forward any comments to the County Commission. **This standard is not applicable to the applicant's request.**

(B) Zoning Analysis – <u>Variance</u>

The Planning Commission may grant variances in individual cases of unnecessary hardship upon a finding of the board that:

1. There are extraordinary and exceptional conditions pertaining to the lot in question because of its size, shape, or topography (the hardship must relate to the physical character of the lot and

not to a personal or economic hardship); **No, there are no extraordinary or exceptional conditions pertaining to the lot in question because of its size, shape, or topography.**

2. The application of the requirements of this UDC to this particular piece of property would create an unusual hardship; **No evidence has been provided that an unusual hardship exists to prevent the development from complying with parking requirements.**

3. Such conditions are peculiar to the particular piece of property involved and are not common to other properties in the neighborhood; **There are no conditions peculiar to the property involved that are not common to other properties in the neighborhood.**

4. Such conditions are not the result of any actions of the property owner**; The gravel parking area is a direct action of the property owner.**

5. Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of Article 11; provided, however, that no variance may be granted for a use of land or building or structure that is prohibited or for a conditional use which has been denied by the county Planning Commission; **Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of Article 11**

Development Support and Constraints

Hall County Environmental Health
In an email dated March 20, 2025, Emily McGahee stated, "Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation/modification may be required after review of business plan. Please note that Zoning approval does not imply approval from other county departments."

Georgia Department of Transportation
In an email dated March 13, 2025, Henry Stevens, E.I.T., GDOT Civil Engineer 2, stated that GDOT coordination is required.

Hall County Public Works and Utilities
In a memo dated March 21, 2025, Bill Nash, Director of Public Works and Utilities, provided the following comments:

Engineering:
This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.

Traffic:
Any driveway modifications necessary will require permitting/approval through the City of Buford.

Utilities

Buford sewer service area.

Hall County Fire Marshal

In an email dated March 19, 2025, John Hornick, NPQ Fire Service Plans Examiner 1, stated:

1. Parcel tag attached to 2905 McEver Road.
2. Outstanding Fire Code Violations that have not been corrected as of 3/19/25.
3. The Hall County Fire Marshal's Office has received numerous citizen complaints regarding traffic safety concerns of cars parked along the shoulder of the north bound lane of McEver Road.
4. International Fire Code 503.4 Obstruction of fire apparatus access roads. Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The owner consistently blocks fire apparatus access to the building with vehicles.
5. The owner is approved for 15 cars, as you can see from the attached overview of inventory of vehicles for sale and vehicles awaiting repair exceed 15.
6. If approved the fire code official shall have the authority to require or permit modifications to the access widths where they are inadequate for fire or rescue operations or where necessary to meet the public safety objectives of the jurisdiction. See International Fire Code 503.2.2.

RECEIVED
JAN 07 2025
Planning & Zoning Department

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503
t: 770-531-6809 I f: 770-531-3902

HALL COUNTY
GEORGIA
We have it all in Hall

SPECIAL / CONDITIONAL USE APPLICATION

Applicant (Name & Mailing Address)
Jady Hanna
879 Rothelly Ln
Buford GA 30518
Phone 404 948 7401
Email Address [redacted]

Property Owner (Name & Mailing Address)
Gonzf Hanna & Sborna Hanna
2915 Andover trl Buford GA 30519
Phone [redacted]
Email Address [redacted]

Proposed Use H-B — amending conditions

Contact Person (Name & Mailing Address)
Gonzf Hanna
2915 Andover trl
Buford GA 30519
Phone 770-598-2697
Email Address

Status of Applicant
- ✓ Owner
- ☐ Option to Purchase
- ☐ Area Resident
- ☐ Other

Requested Action
Type of Request: ☐ SU ☐ CUP
Fee:$
Receipt #:
Check #:

Zoning:
Acreage
Tax Parcel Number 07300 006003A
Location Address 2905 Mercer Rd Buford GA 30518

I hereby certify that the above information and all attached information are true and correct.

Sign [signature] Date: 1-27-25

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 I f: 770-531-3902

HALL COUNTY
GEORGIA
We have it all in Hall

AUTHORIZATION OF PROPERTY OWNERS

Note: If the applicant is the property owner, please disregard this form.

Name of owner(s) G&L Holdings group llc Gauzf Hanna & Sabrina Hanna

Address

Phone Number 770.598.2697 [redacted]

Name of applicant(s) Fady Hanna

Address 2905 McEver Rd
Buford Ga 30518

Phone Number 404.948.7401

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)

Personally appeared before me

Gauzf Hanna Sabrina Hanna

who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Notary Public

01-27-2025
Date

PHILLIP A PROPST III
NOTARY PUBLIC
Jackson County
State of Georgia
My Comm. Expires May 9, 2027

GEORGIA
CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

HOME (/)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	**G&L HOLDINGS GROUP, LLC**	Control Number:	**17101031**
Business Type:	**Domestic Limited Liability Company**	Business Status:	**Active/Compliance**
NAICS Code:	**Real Estate and Rental and Leasing**	NAICS Sub Code:	**Lessors of Nonresidential Buildings (except Miniwarehouses)**
Principal Office Address:	**680 Trinity Place, SUWANEE, GA, 30024, USA**	Date of Formation / Registration Date:	**9/18/2017**
State of Formation:	**Georgia**	Last Annual Registration Year:	**2025**

REGISTERED AGENT INFORMATION

Registered Agent Name:	**SABRINA HANNA**
Physical Address:	**680 Trinity Place, SUWANEE, GA, 30024, USA**
County:	**Gwinnett**

Back

Filing History Name History

Return to Business Search

© 2015 PCC Technology Group. All Rights Reserved. Version 6.2.19

Report a Problem?

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503
t: 770-531-6809 I f: 770-531-3902

HALL COUNTY
GEORGIA
We have it all in Hall

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: _____ **Date:** 1-27-25

Applicant's/Owner's Name (Printed): Jody Hearn

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503
t: 770-531-6809 I f: 770-531-3902

HALL COUNTY
GEORGIA
We have it all in Hall

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: _____ **Date:** 1-27-25

Applicant's/Owner's Name (Printed): Gouff Hanna Sabrina Hanna

RECEIVED
FEB 13 2025
Planning & Zoning Department

Auto World Of Atlanta INC.
2905 McEver Rd
Buford, GA 30518
(404) 948-7401

To whom it may concern;

I, Fady Hanna, owner and operator of Auto World of Atlanta, Inc., is requesting formally to amend the current conditions of the special use permit that is in place at our current location of 2905 McEver Rd Buford, GA 30518. Currently the property is zoned to only allow for 15 vehicles. I am requesting that this stipulation to be amended and allow us to be able to place at least 80 vehicles on the lot. This will help us give our customer and client who are of the community a wider variety of vehicles to choose from. This will help us further serve our community and devoted needs of our customer's with the integrity they as well as Hall County deserves. We currently have a staff of 7 employees who also rely on our growth as a means to provide for their family and loved ones. Because of the way we do business and putting the customers always first, we have seen a very rapid growth and such growth requires us to be able to expand in inventory. With the growth of inventory we understand that aestheticism is an important aspect to not only to Hall County but to the community we so proudly serve. Therefore, we will also work with licensed landscapers to add vegetation on the premises such as trees, bushes, shrubs, and flowers to keep the dealership visually pleasing to anyone that drives by. The site plan proposes an additional 65 parking spaces from the original 15, total 80. The current lot has a total of 1.01 acres, which exceeds the sufficiency and capability to handle additional spaces. The requested addition will still allow space for buffer and all county requirements. I have included the proposed site plan prepared by one of the county's recommended survey companies, SCI Development Services. Our growth and expansion will be beneficial to both Auto World of Atlanta Inc. as well as for Hall County because it will drive more revenue for both parties. I understand that the used car dealership model is not favorable in many places but with my 14 years of experience in used car dealership as well as auto repair, will show that there is much more to this industry than what the eyes behold.

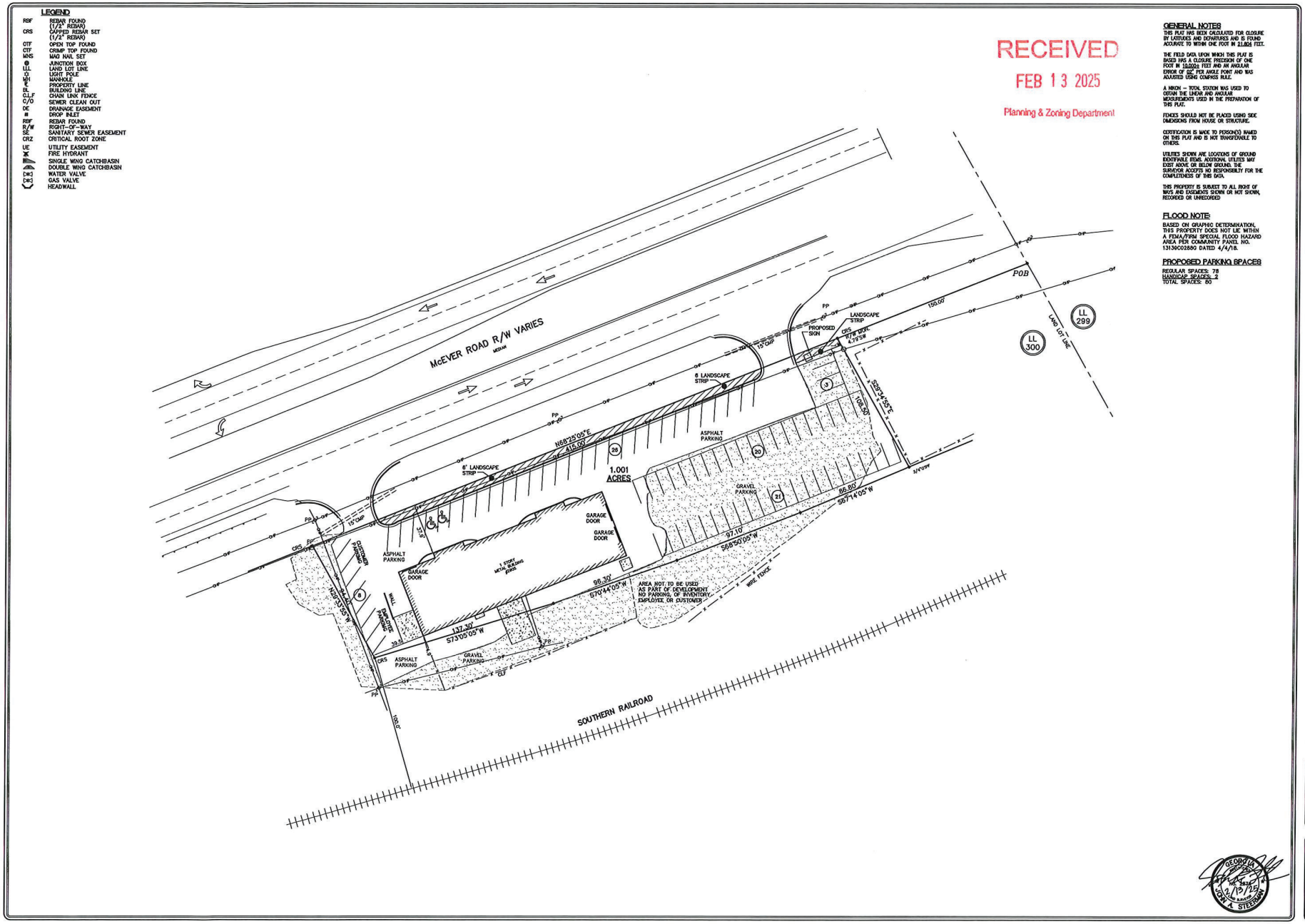
Our last request is for a variance to have gravel parking. Gravel has been placed on this premises and used for the past 15 years and been there from throughout all the businesses in this premises. The rail road property will be cleared until we receive a response back from them concerning obtaining this piece from them to be used.

We are confident with your support that this matter will have a positive and beneficial impact for all parties and our loved community. We appreciate your consideration and guidance on this matter and looking forward to a favorable response.

Fady Hanna

CEO

2/12/2025



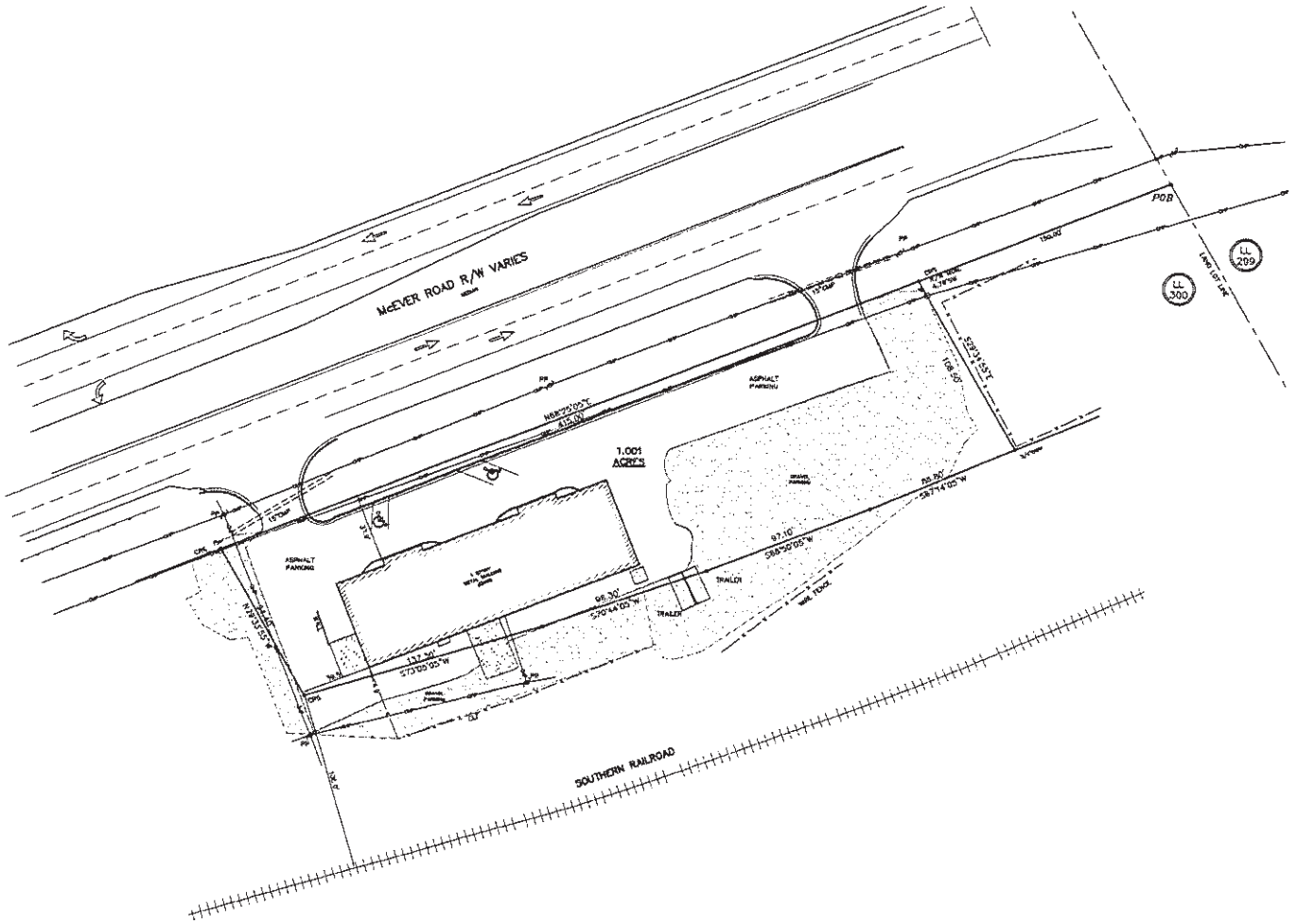
05.05.2025 - Item 4

Rear of Building #1

Rear of Building #2

LEGEND

RBF	REBAR FOUND (1/2" REBAR)
CRS	CAPPED REBAR SET (1/2" REBAR)
OTF	OPEN TOP FOUND
CTF	CRIMP TOP FOUND
MNS	MAG NAIL SET
⊕	JUNCTION BOX
LL	LAND LOT LINE
☼	LIGHT POLE
MH	MANHOLE
PL	PROPERTY LINE
BL	BUILDING LINE
CLF	CHAIN LINK FENCE
SC	SEWER CLEAN OUT
DE	DRAINAGE EASEMENT
DI	DROP INLET
RBF	REBAR FOUND
R/W	RIGHT-OF-WAY
SSE	SANITARY SEWER EASEMENT
CRZ	CRITICAL ROOT ZONE
UE	UTILITY EASEMENT
	FIRE HYDRANT
	SINGLE WING CATCHBASIN
	DOUBLE WING CATCHBASIN
	WATER VALVE
	GAS VALVE
	HEADWALL



GENERAL NOTES

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE BY LATITUDES AND DEPARTURES AND IS FOUND ACCURATE TO WITHIN ONE FOOT IN 21,885 FEET.

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 15,000+ FEET AND AN ANGULAR ERROR OF 02" PER ANGLE POINT AND WAS ADJUSTED USING COMPASS RULE.

A MAGNETIC TOTAL STATION WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT.

FENCES SHOULD NOT BE PLACED UPON SIDE DIMENSIONS FROM HOUSE OR STRUCTURE.

DISTRIBUTION IS NOT TO FORTHCOMES MADE ON THIS PLAT AND IS NOT TRANSFERABLE TO OTHERS.

UTILITIES SHOWN ARE LOCATIONS OF ABOVE GROUND APPURTENANCE ITEMS. ADDITIONAL UTILITIES MAY EXIST ABOVE OR BELOW GROUND. THE SURVEYOR ACCEPTS NO RESPONSIBILITY FOR THE COMPLETENESS OF THIS DATA.

THIS PROPERTY IS SUBJECT TO ALL RIGHT OF WAYS AND EASEMENTS KNOWN OR NOT SHOWN, RECORDED OR UNRECORDED

FLOOD NOTE:

BASED ON GRAPHIC DETERMINATION, THIS PROPERTY DOES NOT LIE WITHIN A FEMA/FIRM SPECIAL FLOOD HAZARD AREA PER COMMUNITY PANEL NO. 13139C0276G DATED 5/4/18.

REVISIONS					
	1	2	3	4	5

SCI Development Services
ENGINEERS - SURVEYORS - PLANNERS
2020 WESTRIDGE COURT - SUITE E - SNELLVILLE, GEORGIA 30078
(770) 736-7866 MAIL@SCIDEVCONCEPTS.NET FAX (770) 736-4623

ASBUILT SURVEY FOR
Auto World of Atlanta, Inc
8906 McEVER ROAD
LAND LOT 300 7th DISTRICT
CITY OF BUFORD
HALL COUNTY, GEORGIA REF: N DB. 7992, PG. 545

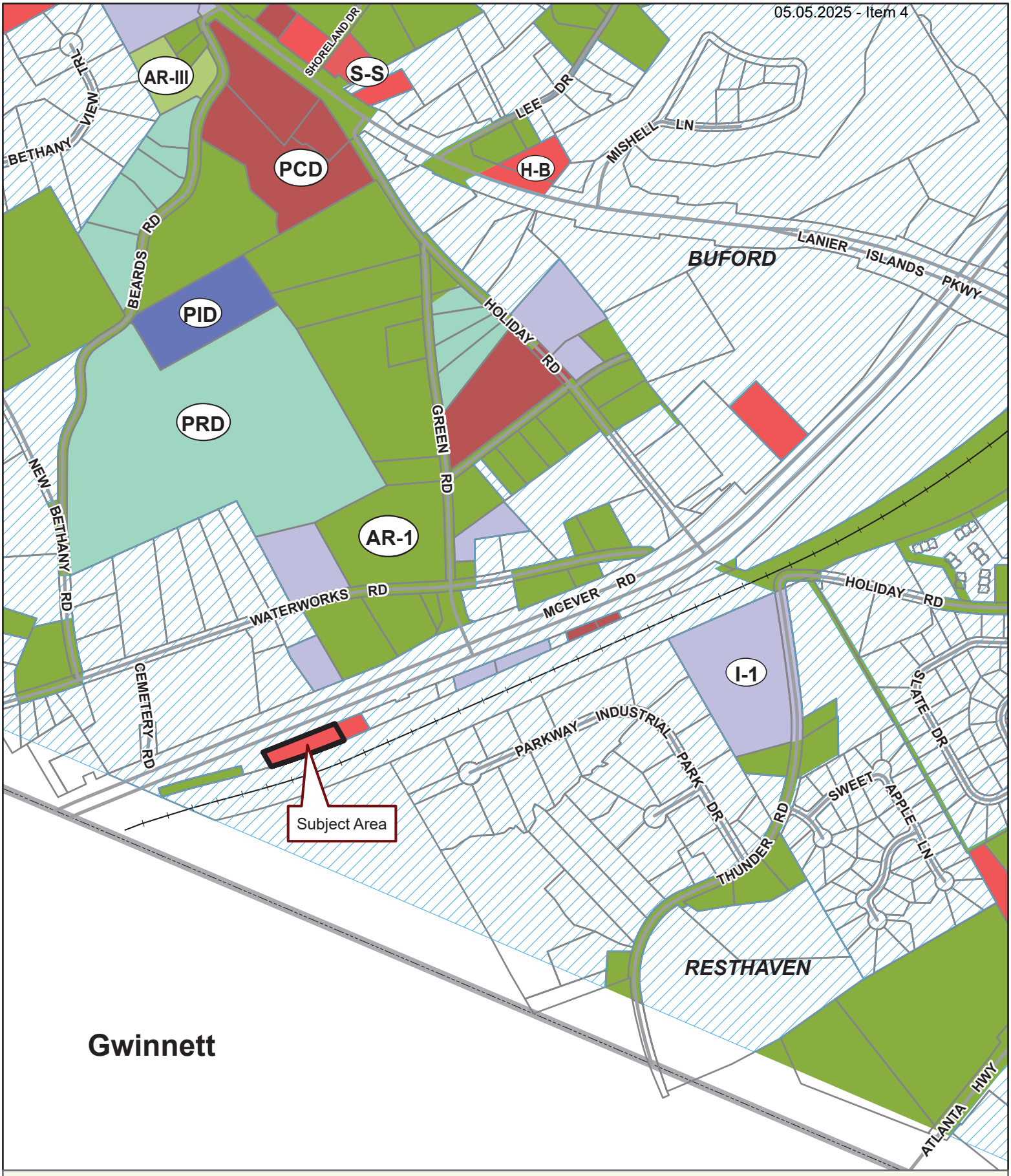
DATE	DRAWN	CHECKED
5/9/22	DCP	JAS

SCALE 1"=30'

SHEET TITLE
ASBUILT SURVEY

PROJECT NUMBER
50650

A-1

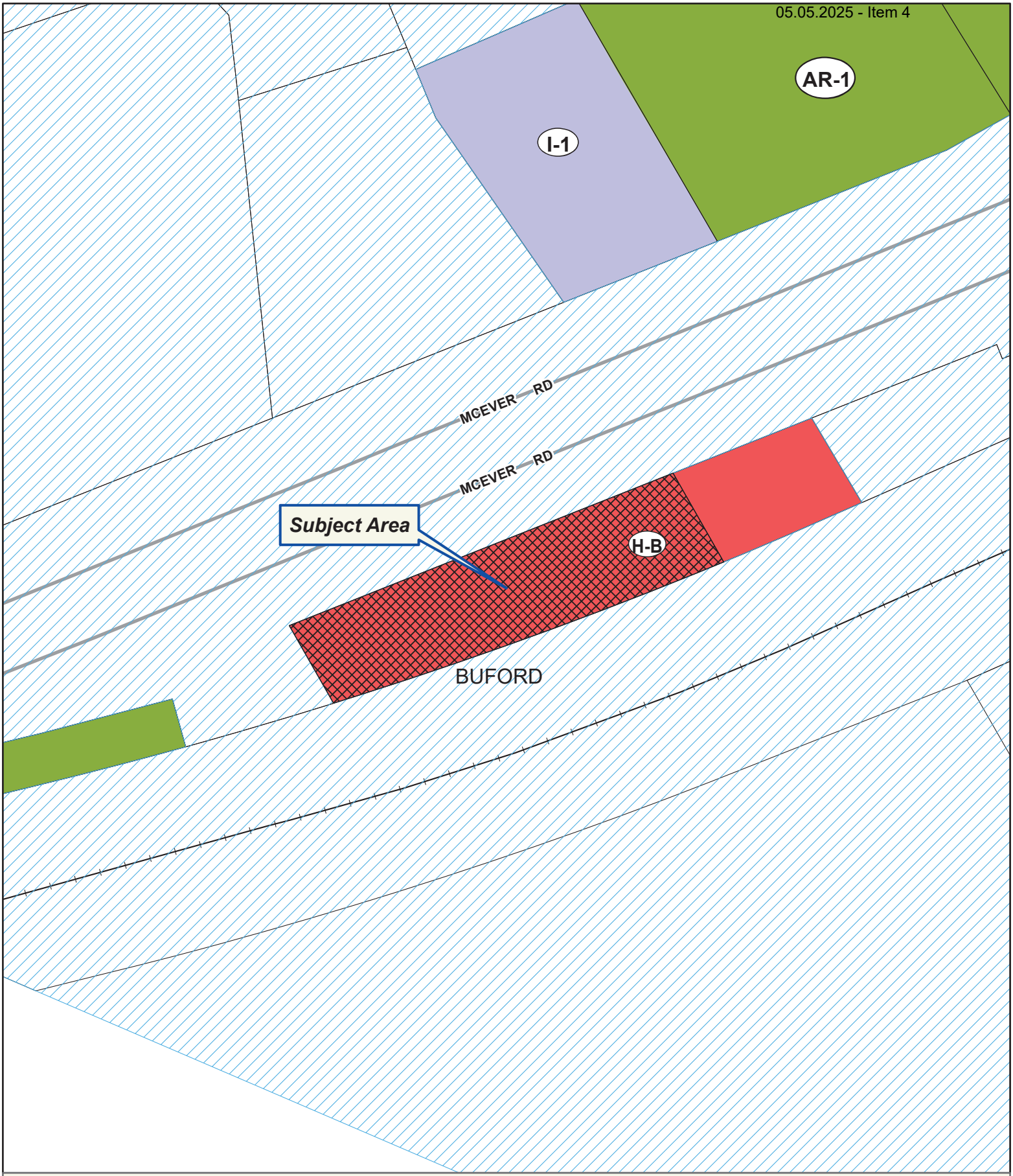


Applicant: FADY HANNA
Tax Parcel #: 07300 000003A
Location: 2905 MCEVER ROAD, BUFORD, GA 30518
Commission District 2 **PC Mtg. Date: 04/21/2025**

0 200 400 800
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N

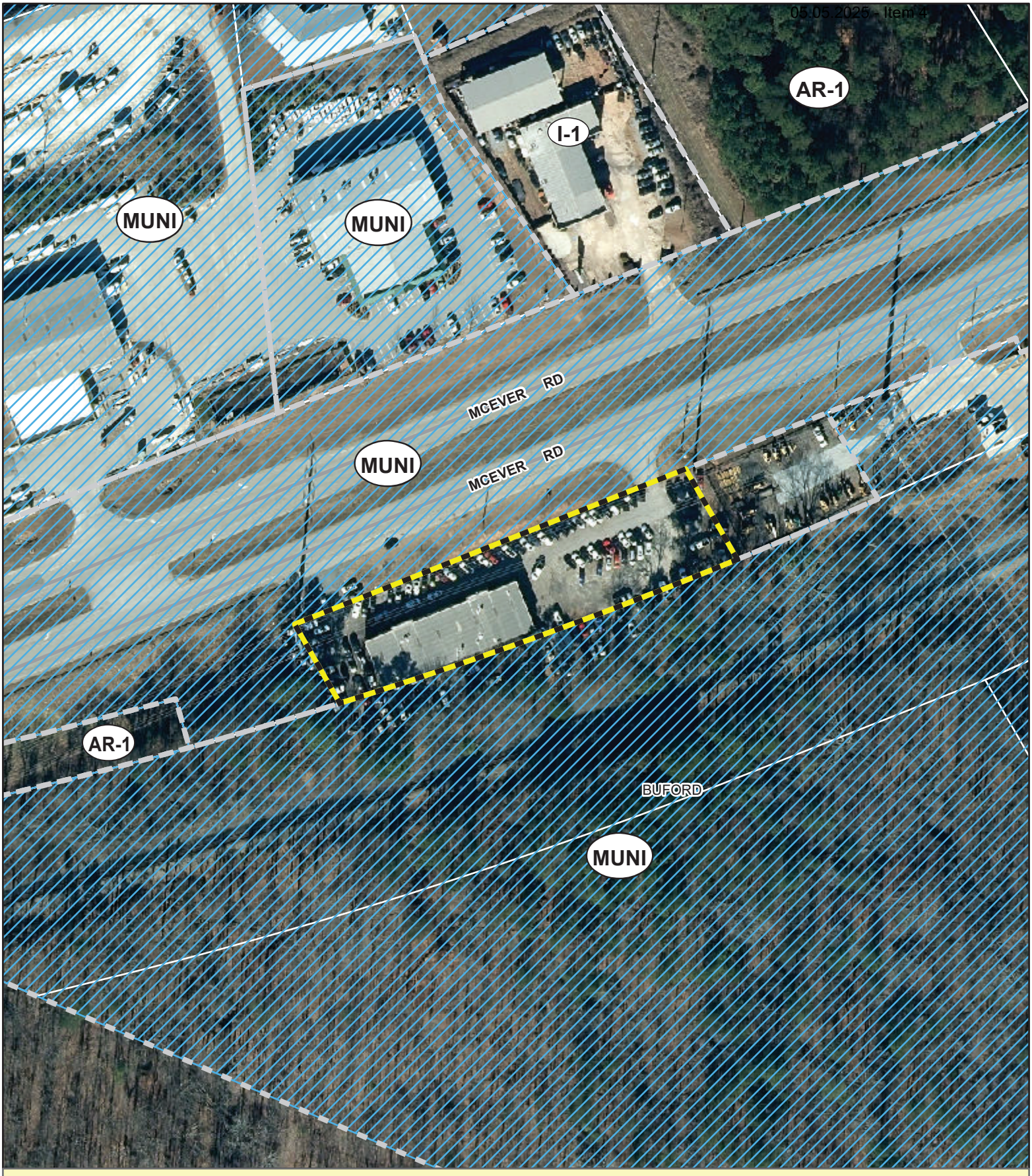


Applicant: FADY HANNA
Tax Parcel #: 07300 000003A
Location: 2905 MCEVER ROAD, BUFORD, GA 30518
Commission District 2 **PC Mtg. Date: 04/21/2025**

0 25 50 100
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N



Applicant: FADY HANNA
Tax Parcel #: 07300 000003A
Location: 2905 MCEVER ROAD, BUFORD, GA 30518
Commission District 2 **PC Mtg. Date: 04/21/2025**

0 25 50 100
Feet

Zoning Boundary
City Limits
Subject Area

N

BK7992PG544

FILED
HALL CO., GA
17 NOV -3 AM 9:39
CHARLES BAKER, CLERK
SUPERIOR-STATE COURT
BY ER

HALL COUNTY, Georgia
Real Estate Transfer Tax
Paid $ 450.00
Date 11/3/17
Charles Baker
Superior Court Clerk
By ER
PT61 069-2017-008006

Return Recorded Document to:
Gilroy Bailey Trumble LLC
3780 Mansell Rd., Ste. 140
Alpharetta, GA 30022
AL1700754/

LIMITED WARRANTY DEED

STATE OF GEORGIA
COUNTY OF FULTON

THIS INDENTURE, made the **31st day of October, 2017**, between **Donald E. Dukes,** party of the first part, and **G&L Holdings Group, LLC, a Domestic limited liability company,** party of the second part,

WITNESSETH That: the said party of the first part, for and in consideration of the sum of **TEN AND 00/100 DOLLARS ($10.00)** and other goods and valuable considerations in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said party of the second part, his heirs and assigns, the following described property:

See Exhibit "A" attached hereto.

BK7992PG545

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said party of the second part, his heirs and assigns, forever, in FEE SIMPLE.

AND THE SAID party of the first part, for his heirs, executors and administrators, will warrant and forever defend the right and title to the above described property, unto the said party of the second part, his heirs and assigns, against claims of all persons owning, holding or claiming by, through or under the said party of the first part.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal, the day and year above written.

Signed, sealed and delivered in the presence of:

Witness

Donald E. Dukes (SEAL)

Notary Public

DEBORAH S BAILEY
NOTARY PUBLIC
COBB COUNTY, GA
MY COMMISSION EXPIRES
JUNE 22 2021

BK7992PG546

Exhibit "A"

All that tract or parcel of land, lying and being in Land Lot 300 of the 7th District of Hall County, Georgia, and being more particularly described as follows:

To find the True Point of Beginning, begin at a point forming the intersection of the Southern right-of-way line of McEver Road (also known as S.2230) and the East Land Lot line of Land Lot 300; thence South 69 degrees 15 minutes West along the Southern right-of-way line of McEver Road 150 feet to the POINT OF BEGINNING; thence South 28 degrees 45 minutes East 108.5 feet to an iron pin and the Northern right-of-way line of the Southern Railway Company; thence South 68 degrees 04 minutes West along said right-of-way 86.8 feet to a point; thence continuing along said right-of-way South 69 degrees 40 minutes West 97.1 feet to a point; thence continuing along said right of way South 71 degrees 34 minutes 96.3 feet to a point; thence continuing along said right-of-way South 73 degrees 55 minutes West 137.3 feet to an iron pin; thence North 28 degrees 44 minutes West 94.4 feet to an iron pin set on the Southern right of way line of McEver Road; thence North 69 degrees 15 minutes East along the Southern right-of-way line of McEver Road 415 feet to the point of beginning, containing 1.001 acres as shown on plat of survey for Bradford McFadden, Sr. by Keith Rochester and Associates dated December 15, 1969.

LESS AND EXCEPT all that tract of land as shown on that certain Judgment, being Civil Action File No. 2002-CV-642-A in the Superior Court of Hall County, State of Georgia styled Georgia Transmission Corp. (an Electric Membership Corporation) v. 0.381 acres in Land Lot 300, 7th District and Donald E. Dukes, et al. dated April 25, 2002, filed for record April 26, 2002 at 3:25 p.m., recorded in Deed Book 4187, Page 359, Hall County, Georgia Records.

HALL COUNTY GOVERNMENT
BOARD OF COMMISSIONERS

POST OFFICE DRAWER 1435
GAINESVILLE, GEORGIA 30503
(770) 535-8288
FAX (770) 531-3972

TOM OLIVER
CHAIRMAN

CRAIG LUTZ, DISTRICT 1
BILLY POWELL, DISTRICT 2
SCOTT GIBBS, DISTRICT 3
ASHLEY BELL, DISTRICT 4

JOCK A. CONNELL
INTERIM COUNTY ADMINISTRATOR

HEATHER COGGINS
COMMISSION CLERK

April 1, 2011

Mr. David Corkern
524 Grand Ashbury Lane
Sugar Hill, GA 30518

Dear Mr. Corkern:

Please be advised that in its meeting of March 24, 2011, the Hall County Board of Commissioners voted approve your application for a Use Subject to County Commission approval on a 0.95± acre tract located on the south side of McEver Road, 800± feet west of its intersection with Green Road; a.k.a. 2905 McEver Road; Zoned H-B; Tax Parcel 07300 000003A. Proposed Use: Auto repair and auto sales. Commission District One.

The following are conditions of approval:

1) The development of the facility will be in accordance with the narrative submitted with the application.

2) The applicant shall provide a basic conceptual plan depicting parking spaces and ingress/egress sites.

3) Hours of operation shall be Monday – Friday, 8:00 a.m. – 6:00 p.m., Saturday: 10:00 a.m. – 2:00 p.m.; closed Sunday.

4) The maximum number of vehicles on site for sale and service shall not exceed fifteen.

5) The applicant is subject to the Gateway Corridors Development Overlay District buffering and landscaping requirements.

6) No junk vehicles, scrap materials, or parts shall be visible from the site. All materials utilized in service of vehicles shall be stored in an enclosed building.

7) Any new lighting on the premises shall be of a non-spill type.

Pursuant to section 17.380.130 of the Official Code of Hall County, the approval of any application for a use subject to approval of the county commission shall be effective for a period of no longer than 12 months from the date of approval unless action is taken by the applicant to implement the use proposed in the application by

obtaining the proper permit and/or license, and development plat approval, and proceeding with the building, occupancy or establishment of business.

Please remember to remove all Public Notice signs posted on the property within five (5) days following the Board of Commissioners' decision, as noted in Hall County's Zoning Regulations.

If you have questions or require any additional information you may reach me at 770.535.8288.

Sincerely,

Heather Bennett Coggins

Heather Bennett Coggins
Commission Clerk

cc: Donald Dukes
6433 Yacht Club Road
Flowery Branch, GA 30542

Planning and Zoning	Public Works
Building Inspections	Tax Commissioner
Business License	Tax Assessor

Kaitlyn Elliott (Planning)

From: Emily McGahee (Environmental Health)
Sent: Thursday, March 20, 2025 8:10 AM
To: Katie L. Greenway (CDI: Planning); Kaitlyn Elliott (Planning); Beth Garmon (CDI: Planning)
Cc: Kelly Hairston (Environmental Health); Chad Harper (Environmental Health)
Subject: HCPC Tentative Agenda 4.21.25

Please find Environmental Health comments below:

Item 1, 5184 Cool Springs Rd, Cato: No comment.

Item 2, 6156 Lake Lanier Heights Rd, Farnen: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system.

Item 3, 3505 Kubota Way, Anchor Sign: No comment.

Item 4, 0 McKinzey Lane, English: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. Please note that Zoning approval does not imply approval from other county departments. Further determination will be made during the plat review process. All proposed plats must be submitted to the Hall County Plat Review Team for review and approval prior to submittal to Clerk of Courts for recordation.

Item 5, 4396/4382 Friendship Rd/4436 Ridge Road: Public sewer. Any abandoned well shall be properly closed as per Water Well Standards Act. Any abandoned septic tank shall be pumped by a State certified pumper/hauler and crushed/filled.

Items 6A/B, 2905 McEver Rd, Hanna: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation/modification may be required after review of business plan. Please note that Zoning approval does not imply approval from other county departments.

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)

Kaitlyn Elliott (Planning)

From: Stevens, Henry K <HStevens@dot.ga.gov>
Sent: Thursday, March 13, 2025 4:25 PM
To: Kaitlyn Elliott (Planning); Beth Garmon (CDI: Planning)
Subject: RE: Tentative Packets for Hall County Planning Commission Meeting April 21, 2025

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 afternoon,

Please see the below comments in red for comments from GDOT.

Thanks,

Henry Stevens, E.I.T.
GDOT Civil Engineer 2
Georgia Department of Transportation
District 1 Traffic Operations- Gainesville
1475 Jesse Jewell Pkwy
Suite 100
Gainesville, GA, 30501
470.663.1807 cell

From: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Sent: Thursday, March 13, 2025 10:23 AM
Subject: Tentative Packets for Hall County Planning Commission Meeting April 21, 2025

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 21, 2025** Hall County Planning Commission Meeting. Please use the links to review the documents and respond with comments to Hall County Planning and Zoning. 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 20, 2025.** Email comments to Beth (bgarmon@hallcounty.org) and Kaitlyn (kelliott@hallcounty.org).

CALL TO ORDER

AGENDA REVIEW

APPROVAL OF MINUTES –April 7, 2025

NEW BUSINESS

1. **5184 Cool Springs Road | Variance** | Section 3.2 to reduce the minimum yards | on an 8.23± acre tract located on the north side of Cool Springs Road approximately 420 feet from its intersection with Willie Robinson Road | Zoned AR-1; Tax Parcel 10027 000005 (pt.) | **Proposed Use: Accessory structure** | * Commission District 2 | **Clinton Kyle Cato, applicant** **GDOT COORDINATION NOT REQUIRED**

2. **6156 Lake Lanier Heights Road | Variance** | Section 4.2 to reduce the minimum yards | on a 0.33± acre tract located on the west side of Lake Lanier Heights Road approximately 100 feet from its intersection with Lake Lanier Heights Road | Zoned V-C; Tax Parcel 07353 001031 | **Proposed Use: Attached garage** | * Commission District 2 | **Edward Reed Farnen, applicant** **GDOT COORDINATION NOT REQUIRED**

3. **3505 Kubota Way | Variance to Section 8.6** | Sign standards | on a 21.61± acre portion of the tract located on the southwest side of Kubota Way at its intersection with Gateway Centre Parkway | Zoned I-1 and I-2 (GCOD); Tax Parcel 15019 000168 | **Proposed Use: Commercial signage** | * Commission District 3 | **Anchor Sign, Inc., applicant** **GDOT COORDINATION REQUIRED**

4. **0 McKinzey Lane | Special Use** | Subdivision, minor | on a 5.73± acre tract located on the northwest side of McKinzey Lane approximately 303 feet from its intersection with Stephens Road | Zoned V-C; Tax Parcel 08089 001019A | **Proposed Use: 6-lot subdivision** | ** Commission District 2 | **Garry L. English, applicant** **GDOT COORDINATION NOT REQUIRED**

5. **4396 & 4382 Friendship Road & 4436 Ridge Road | Special use** | to amend conditions of zoning | on a combined 3.07± acre tract located on the south side of Friendship Road at its intersection with Ridge Road | Zoned PCD (GCOD); Tax Parcels 08154 000005A, 000005, & 000003 | **Proposed Use: Convenience store with retail and self-storage** | ** Commission District 1 | **Sinndar Enterprises, Inc., applicant** **GDOT COORDINATION REQUIRED**

6. **(A) 2905 McEver Road | Special use** | to amend conditions of zoning in GCOD | on a 1.00± acre tract located on the south side of McEver Road approximately 826 feet from its intersection with Green Road | Zoned H-B; Tax Parcel 07300 000003A | **Proposed Use: Expansion of vehicle sales and vehicle repair, major** | ** Commission District 2 | **Fady Hanna, applicant** **GDOT COORDINATION REQUIRED**

   (B) 2905 McEver Road | Variance to section 6.2 | Gateway Corridor Overlay District (GCOD) | on a 1.00± acre tract located on the south side of McEver Road approximately 826 feet from its intersection with Green Road | Zoned H-B; Tax Parcel 07300 000003A | **Proposed Use: Gravel parking** | ** Commission District 2 | **Fady Hanna, applicant** **GDOT COORDINATION REQUIRED**

*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 22, 2025,** 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 22, 2025. 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,

Kaitlyn Elliott
Planning Commission Clerk

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

PUBLIC WORKS AND
UTILITIES DIRECTOR
Bill Nash, P.E.

Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

M E M O R A N D U M

To: Beth Garmon, Director of Planning and Zoning

From: Bill Nash, Director of Public Works and Utilities

Date: March 21, 2025

Subject: April 21, 2025 - Hall County Planning Commission Agenda

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the April 21, 2025 meeting. Upon review, we provide the following comments.

NEW BUSINESS

1. 5184 Cool Springs Road | Variance | Section 3.2 to reduce the minimum yards | on an 8.23± acre tract located on the north side of Cool Springs Road approximately 420 feet from its intersection with Willie Robinson Road | Zoned AR-1; Tax Parcel 10027 000005 (pt.) | **Proposed Use: Accessory structure** | * Commission District 2 | **Clinton Kyle Cato, applicant**

a. **Engineering:** No comment

b. **Traffic:** No comment
c. **Utilities:** No comment

2. 6156 Lake Lanier Heights Road | Variance | Section 4.2 to reduce the minimum yards | on a 0.33± acre tract located on the west side of Lake Lanier Heights Road approximately 100 feet from its intersection with Lake Lanier Heights Road | Zoned V-C; Tax Parcel 07353 001031 | **Proposed Use: Attached garage** | * Commission District 2 | **Edward Reed Farnen, applicant**

a. **Engineering:** No comment
b. **Traffic:** No comment
c. **Utilities:** Buford sewer service area

3. 3505 Kubota Way | Variance to Section 8.6 | Sign standards | on a 21.61± acre portion of the tract located on the southwest side of Kubota Way at its intersection with Gateway Centre Parkway | Zoned I-1 and I-2 (GCOD);

Tax Parcel 15019 000168 | **Proposed Use: Commercial signage** | * Commission District 3 | **Anchor Sign, Inc., applicant**

a. **Engineering:** No comment
b. **Traffic:** No comment
c. **Utilities:** Hall County sewer is onsite and available for connection

4. **0 McKinzey Lane** | **Special Use** | Subdivision, minor | on a 5.73± acre tract located on the northwest side of McKinzey Lane approximately 303 feet from its intersection with Stephens Road | Zoned V-C; Tax Parcel 08089 001019A | **Proposed Use: 6-lot subdivision** | ** Commission District 2 | **Garry L. English, applicant**

a. **Engineering:** Show stream buffer and impervious setback from wrested vegetation not centerline of stream
Further subdivisions of these lots will result in the necessity of a stormwater management plan if the total number of lots reaches more than 6.
b. **Traffic:** No comment
c. **Utilities:** Flowery Branch sewer area

5. **4396 & 4382 Friendship Road & 4436 Ridge Road | Special use** | to amend conditions of zoning | on a combined 3.07± acre tract located on the south side of Friendship Road at its intersection with Ridge Road | Zoned PCD (GCOD); Tax Parcels 08154 000005A, 000005, & 000003 | **Proposed Use: Convenience store with retail and self-storage** | ** Commission District 1 | **Sinndar Enterprises, Inc., applicant**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
Show stream buffer and impervious setback from wrested vegetation not centerline of stream
b. **Traffic:** No comment
c. **Utilities:** Buford sewer service area

6. **(A) 2905 McEver Road | Special use** | to amend conditions of zoning in GCOD | on a 1.00± acre tract located on the south side of McEver Road approximately 826 feet from its intersection with Green Road | Zoned H-B; Tax Parcel 07300 000003A | **Proposed Use: Expansion of vehicle sales and vehicle repair, major** | ** Commission District 2 | **Fady Hanna, applicant**

(B) 2905 McEver Road | Variance to section 6.2 | Gateway Corridor Overlay District (GCOD) | on a 1.00± acre tract located on the south side of McEver Road approximately 826 feet from its intersection with Green Road | Zoned H-B; Tax Parcel 07300 000003A | **Proposed Use: Gravel parking** | ** Commission District 2 | **Fady Hanna, applicant**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
b. **Traffic:** Any driveway modifications necessary will require permitting/approval through the City of Buford
c. **Utilities:** Buford sewer service area

Outlook

RE: Fire Comments

From Michael Vieira (Fire Services) <mvieira@hallcounty.org>
Date Wed 6/11/2025 9:44 AM
To Freddy Hanna <autoworldofatlanta@gmail.com>
Cc Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>; Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

Freddy,
Thank you for speaking with me the other day regarding the fire comments for your business located at 2905 McEver Rd. As we discussed, John Hornick's comments (listed below) were based on previous fire inspections and citizen complaints regarding too many vehicles on the premises. You provided photos showing a large number of vehicles have been removed and you stated you are currently within county regulation for the number of vehicles permitted on the property. The outstanding fire inspection violations have been corrected since the below email was sent. Being that you are the new owner of the business and the occupancy classification has not changed from the previous owner, it has been determined that the current parking configuration of the parking lot will suffice. You have resolved the fire comments so I currently have no issues with your business. As a reminder, vehicle access to and around your building must remain clear to allow fire and EMS apparatus to respond without obstruction.

Regards,
Michael Vieira, NREMT-P
Division Chief-Fire Marshal
Hall County Fire Rescue
Hall County Government
Main: 770-531-6838 | Office: 770-297-3376
Website: www.Hallcounty.org

From: John Hornick (Fire Services) <jhornick@hallcounty.org>
Sent: Wednesday, March 19, 2025 11:48 AM
To: Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>
Cc: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Jerry Smith (Fire Services) <jesmith@hallcounty.org>; Michael Vieira (Fire Services) <mvieira@hallcounty.org>; Barry Shaw (CDI: Marshals) <bshaw@hallcounty.org>
Subject: Fire Comments

Monday, April 21, 2025 Hall County Planning Commission Meeting

1. **(A) 2905 McEver Road | Special use |** to amend conditions of zoning in GCOD | on a 1.00± acre tract located on the south side of McEver Road approximately 826 feet from its intersection with Green Road |

Zoned H-B; Tax Parcel 07300 000003A | **Proposed Use: Expansion of vehicle sales and vehicle repair, major** | ** Commission District 2 | **Fady Hanna, applicant**

Hall County Fire Marshal's Office Comments:

1. **Parcel Tag Attached to 2905 McEver Road.**
2. **Outstanding Fire Code Violations that have not been corrected as of 3/19/25**
3. **The Hall County Fire Marshal's Office has received numerous citizen complaints regarding traffic safety concerns of cars parked along the shoulder of the road in front of the business, see attached overview that shows 6 cars parked on the shoulder of the north bound lane of McEver road.**
4. **International Fire Code 503.4 Obstruction of fire apparatus access roads. Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The owner consistently blocks fire apparatus access to the building with vehicles.**
5. **The owner is approved for 15 cars, as you can see from the attached overview the inventory of vehicles for sale and vehicles awaiting repair exceed 15.**
6. **If approved the fire code official shall have the authority to require or permit modifications to the access widths where they are inadequate for fire or rescue operations or where necessary to meet the public safety objectives of the jurisdiction. See International Fire Code 503.2.2**

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

Rear of Building #1

Rear of Building #2

Kaitlyn Elliott (Planning)

From: John Hornick (Fire Services)
Sent: Wednesday, March 19, 2025 11:48 AM
To: Beth Garmon (CDI: Planning)
Cc: Kaitlyn Elliott (Planning); Jerry Smith (Fire Services); Michael Vieira (Fire Services); Barry Shaw (CDI: Marshals)
Subject: Fire Comments
Attachments: 2905 McEver Road.pdf

Monday, April 21, 2025 Hall County Planning Commission Meeting

1. **(A) 2905 McEver Road | Special use |** to amend conditions of zoning in GCOD | on a 1.00± acre tract located on the south side of McEver Road approximately 826 feet from its intersection with Green Road | Zoned H-B; Tax Parcel 07300 000003A | **Proposed Use: Expansion of vehicle sales and vehicle repair, major** | ** Commission District 2 | **Fady Hanna, applicant**

   Hall County Fire Marshal's Office Comments:
   1) **Parcel Tag Attached to 2905 McEver Road.**
   2) **Outstanding Fire Code Violations that have not been corrected as of 3/19/25**
   3) **The Hall County Fire Marshal's Office has received numerous citizen complaints regarding traffic safety concerns of cars parked along the shoulder of the road in front of the business, see attached overview that shows 6 cars parked on the shoulder of the north bound lane of McEver road.**
   4) **International Fire Code 503.4 Obstruction of fire apparatus access roads. Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The owner consistently blocks fire apparatus access to the building with vehicles.**
   5) **The owner is approved for 15 cars, as you can see from the attached overview the inventory of vehicles for sale and vehicles awaiting repair exceed 15.**
   6) **If approved the fire code official shall have the authority to require or permit modifications to the access widths where they are inadequate for fire or rescue operations or where necessary to meet the public safety objectives of the jurisdiction. See International Fire Code 503.2.2**

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

Outlook

Fire Comments

From John Hornick (Fire Services) <jhornick@hallcounty.org>
Date Wed 3/19/2025 11:53 AM
To Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>
Cc Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

1 attachment (104 KB)
2905 McEver Road.pdf;

Monday, April 21, 2025 Hall County Planning Commission Meeting.

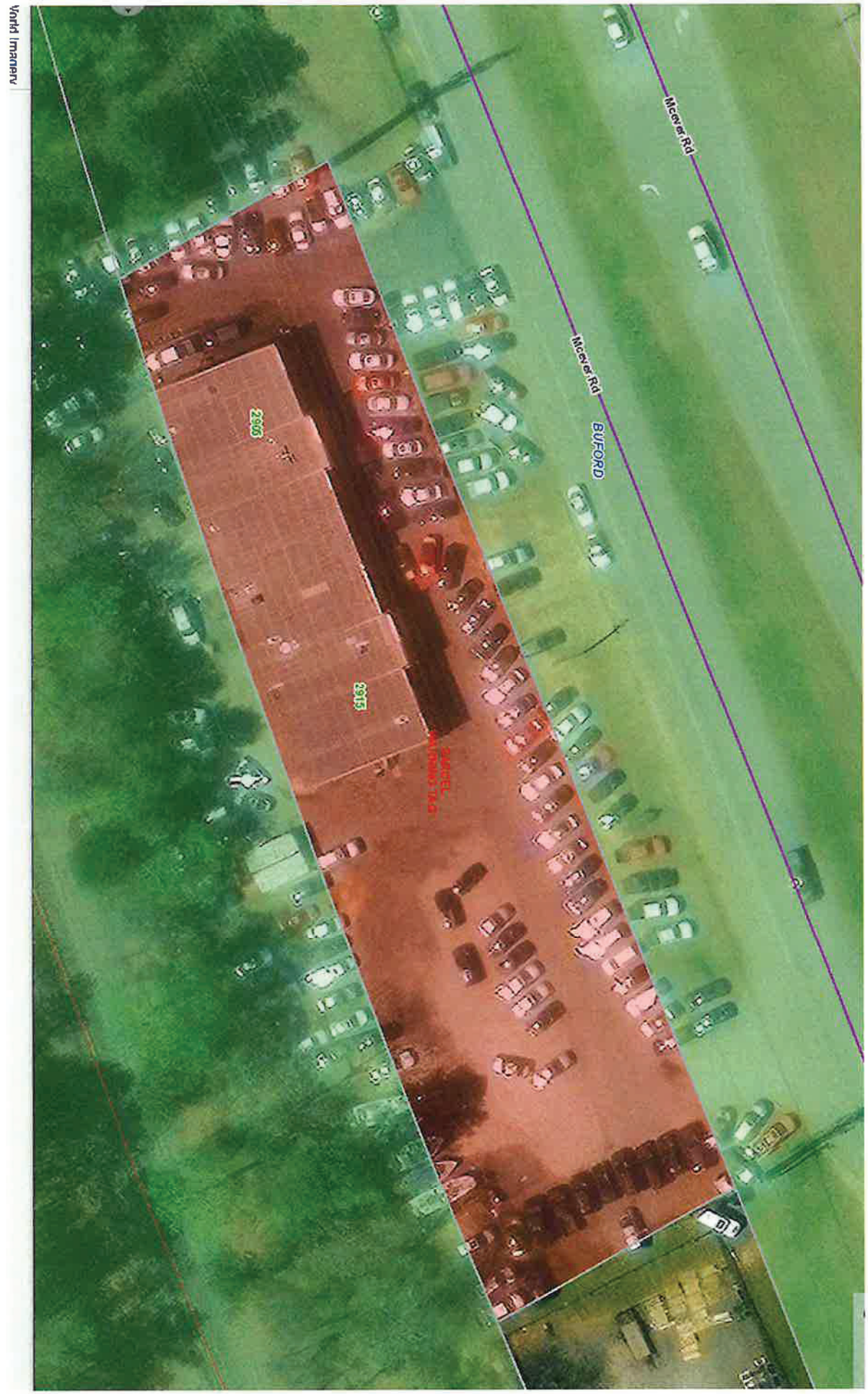
(B) 2905 McEver Road | Variance to section 6.2 | Gateway Corridor Overlay District (GCOD) | on a 1.00± acre tract located on the south side of McEver Road approximately 826 feet from its intersection with Green Road | Zoned H-B; Tax Parcel 07300 000003A | **Proposed Use: Gravel parking** | ** Commission District 2 | **Fady Hanna, applicant**

Hall County Fire Marshal's Office Comments:

1. **Parcel Tag Attached to 2905 McEver Road.**
2. **Outstanding Fire Code Violations that have not been corrected as of 3/19/25**
3. **The Hall County Fire Marshal's Office has received numerous citizen complaints regarding traffic safety concerns of cars parked along the shoulder of the road in front of the business, see attached overview that shows 6 cars parked on the shoulder of the north bound lane of McEver road.**
4. **International Fire Code 503.4 Obstruction of fire apparatus access roads. Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The owner consistently blocks fire apparatus access to the building with vehicles.**
5. **The owner is approved for 15 cars, as you can see from the attached overview the inventory of vehicles for sale and vehicles awaiting repair exceed 15.**
6. **If approved the fire code official shall have the authority to require or permit modifications to the access widths where they are inadequate for fire or rescue operations or where necessary to meet the public safety objectives of the jurisdiction. See International Fire Code 503.2.2**

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


World Imagery
Mcever Rd
Mcever Rd
BUFORD
2905
2915
PARCEL
0.00 ACRES

S 560
4MATIC
TEMPORARY OPERATING PERMIT
TEST DRIVE
ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY
APPLICANT: FADY HANNA
REQUEST: AMEND CONDITIONS OF ZONING FOR VEHICLE REPAIR MAJOR AND VEHICLE SALES (INCLUDES VARIANCES)
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date May 5 2025
Time: 5:15 P.M.
&
COUNTY COMMISSION
Date: June 12, 2025
Time: 6:00 P.M.
HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA
FOR MORE INFORMATION CALL: (770) 531-6809

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
t: 770-531-6809 I f: 770-531-3902

HALL COUNTY
GEORGIA
We have it all in Hall

PUBLIC NOTICE REQUIREMENTS

Zoning regulations require that public notice must be given prior to all zoning hearings as follows:

1. The Planning Department shall publish a legal advertisement no less than fifteen (15) days and no more than forty-five (45) days prior to the public hearing.
2. The Planning Department shall send notification by letter of all other property owners within a 500-foot radius of the applicant's property is standard administrative policy of the Planning Department.
3. The applicant/property owner shall place the public notice sign in a conspicuous location on the property not less than fifteen (15) days and not more than forty-five (45) days prior to the public hearing.

The Planning Department shall post the legal advertisement and notify property owners within a 500ft radius to the subject property.

The applicant is required to post the public notice sign not less than fifteen (15) days and not more than forty-five (45) days prior to the public hearing. A photo of the sign placed at the location is required and must be sent to the Planning Department.

Multiple sign postings on a site may be required as determined by the Planning Department. The sign must be in a location where it is clearly visible from the roadway. The sign cannot be obstructed in any manner, placed too far from the road, or placed in such manner as would cause it to blend into the landscape.

Should you find the sign missing or vandalized in any manner, contact the Planning Department for a replacement sign. When the proceeding is complete and final Board action has occurred, the sign shall then be removed from the property by the applicant.

THE ZONING SIGN MUST BE POSTED NO EARLIER THAN MAR 14, 2025 **AND NO LATER THAN** MAR 23, 2025.

THE ORGINAL SIGNED AFFIDAVIT MUST BE AND RETURNED TO THE PLANNING DEPARTMENT NO LATER THAN MAR 23, 2025 **ALONG WITH A MINIMUM OF ONE PHOTO SHOWING THE SIGN POSTED AT THE SUBJECT PROPERTY.**

Failure to comply will result in a delay of the application.

AFFIDAVIT

By my signature, I, Fady Hanna (Please Print Name), **hereby acknowledge that I have read and understand the sign posting requirements. I further certify that the required public notice sign was posted on** 3-24-25 (Date) **for** Fady Hanna (Name application filed as).

Signature _____

(The original document is required)

Revised September 2021

AGENDA ITEM

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

REPORT TO: **Work Session (06/09/25)**

REPORT TO: **Voting Meeting (06/12/25)**

ITEM NO: 322/2025

SUBJECT: **4396 & 4382 Friendship Road & 4436 Ridge Road | Amend Conditions of Zoning |** on a combined 3.07± acre tract located on the south side of Friendship Road at its intersection with Ridge Road | Zoned PCD (GCOD); Tax Parcels 08154 000005A, 000005, & 000003 | **Proposed Use: Convenience store with retail and self-storage** | Commission District 1 | **Sinndar Enterprises, Inc., applicant**

Meetings:

Work Session Date: 06/09/25 **Voting Meeting Date:** 06/12/25

Executive Summary:

Presenter: BG
Recommendation:

Approval, with conditions

1. Development is approved as generally shown on the concept plan received April 30, 2025, and described in the project narrative dated March 6, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. Hours of operation for the convenience store shall be 5:00 a.m. - 12:00 a.m., seven days a week.
3. Driveway placement and design shall be approved by the Georgia Department of Transportation (GDOT) and Hall County Engineering.
4. There shall be no outdoor storage.
5. An eight foot tall opaque wood fence with a ten foot landscape buffer shall be constructed along the western property line.
6. The buildings shall be no more than 3 stories above grade.
7. A 10 foot landscape buffer shall be required along the southern property line.
8. No variances or development exceptions are granted as part of this request that are not explicitly granted herein. The development shall comply with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to the Fire Marshal and Hall County Engineering.
9. All conditions of zoning shall be made a part of any plats or construction plans created for the property.
10. 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."
11. No parking spaces shall be designated immediately adjacent to the right-of-way of either Friendship Road or Ridge Road. The number of required parking spaces for each use may be reduced to accommodate this requirement subject to the final review and approval of the Director of Planning and Zoning, or their designee.

Purpose of Request:

4396 & 4382 Friendship Road & 4436 Ridge Road | Amend Conditions of Zoning | on a combined 3.07± acre tract located on the south side of Friendship Road at its intersection with Ridge Road | Zoned PCD (GCOD); Tax Parcels 08154 000005A, 000005, & 000003 | **Proposed Use: Convenience store with retail and self-storage** | Commission District 1 | **Sinndar Enterprises, Inc., 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
KE	BG	WLI	CR
Clerk			
JR			

Attachments:

Board Memo
Recommendation Report
Application
Narrative
Site Plan
Plat

Maps
Renderings
Deed
Legal Description
2022 Site Plan
2022 Board of Commissioners Letter
Sewer Availability
Water Availability
GDOT Comments
Environmental Health Comments
Public Works Comments
Fire Comments
Public Comments
Notice Sign

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

PLANNING AND ZONING
DIRECTOR
Beth Garmon

Hall County Government
PLANNING AND ZONING

To: David Gibbs, Chairman
Kathy Cooper, District 1 Commissioner
Billy Powell, District 2 Commissioner
Gregg Poole, District 3 Commissioner
Jeff Stowe, District 4 Commissioner

From: Beth Garmon, Director of Planning & Zoning

Date: May 27, 2025

Subject: **4396 & 4382 Friendship Road & 4436 Ridge Road | Special use |** to amend conditions of zoning | on a combined 3.07± acre tract| Zoned PCD (GCOD); Tax Parcels 08154 000005A, 000005, & 000003 **| Proposed Use: Convenience store with retail and self-storage| Sinndar Enterprises, Inc., applicant**

The request before you is from Sinndar Enterprises, Inc. for a special use to amend conditions of zoning for a convenience store with retail and self-storage. This item is located within Commission District 1.

At their May 5, 2025 meeting, the Hall County Planning Commission voted to recommend **approval, with eleven (11) conditions (5-0).**

Staff recommendation: **Approval, with conditions,** as the proposed use is consistent with the "Business Nodes and Corridors" future land use classification within the Comprehensive Plan.

Public Comments:

- May 5, 2025 HCPC: **One (1) comment was submitted** in advance of the Planning Commission meeting and **one (1) person spoke in opposition during the public hearing.**
- April 21, 2025 HCPC: **No comments were submitted** in advance of the meeting.

Planning Commission Conditions:

1. Development is approved as generally shown on the concept plan received April 30, 2025, and described in the project narrative dated March 6, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. Hours of operation for the convenience store shall be 5:00 a.m. - 12:00 a.m., seven days a week.

3. Driveway placement and design shall be approved by the Georgia Department of Transportation (GDOT) and Hall County Engineering.
4. There shall be no outdoor storage.
5. An eight foot tall opaque wood fence with a ten foot landscape buffer shall be constructed along the western property line.
6. The buildings shall be no more than 3 stories above grade.
7. A 10 foot landscape buffer shall be required along the southern property line.
8. No variances or development exceptions are granted as part of this request that are not explicitly granted herein. The development shall comply with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to the Fire Marshal and Hall County Engineering.
9. All conditions of zoning shall be made a part of any plats or construction plans created for the property.
10. 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."
11. No parking spaces shall be designated immediately adjacent to the right-of-way of either Friendship Road or Ridge Road. The number of required parking spaces for each use may be reduced to accommodate this requirement subject to the final review and approval of the Director of Planning and Zoning, or their designee.

HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT

Applicant ..... Sinndar Enterprises, Inc.

Request ..... **Special Use** |Amend conditions of zoning

Proposed Use ..... Convenience store with retail and self-storage

Size ..... 3.07± acres

Zoning ..... Planned Commercial Development (PCD, GCOD)

Location ..... **4396 & 4382 Friendship Road & 4436 Ridge Road** | Tax Parcels 08154 000005A, 000005 & 000003

Commission District ..... One

Planning Commission Date ..... May 5, 2025
April 21, 2025

Staff Recommendation ..... **Approval, with conditions,** as the proposed use is consistent with the "Business Nodes and Corridors" future land use classification within the Comprehensive Plan

Record Number..... HZCU25-0013

Planning Commission Recommendation..... **Approval, with conditions**

Vote: 5-0

Planning Commission Conditions:

1. Development is approved as generally shown on the concept plan received April 30, 2025, and described in the project narrative dated March 6, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. Hours of operation for the convenience store shall be 5:00 a.m. - 12:00 a.m., seven days a week.
3. Driveway placement and design shall be approved by the Georgia Department of Transportation (GDOT) and Hall County Engineering.
4. There shall be no outdoor storage.

5. An eight foot tall opaque wood fence with a ten foot landscape buffer shall be constructed along the western property line.
6. The buildings shall be no more than 3 stories above grade.
7. A 10 foot landscape buffer shall be required along the southern property line.
8. No variances or development exceptions are granted as part of this request that are not explicitly granted herein. The development shall comply with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to the Fire Marshal and Hall County Engineering.
9. All conditions of zoning shall be made a part of any plats or construction plans created for the property.
10. 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."
11. No parking spaces shall be designated immediately adjacent to the right-of-way of either Friendship Road or Ridge Road. The number of required parking spaces for each use may be reduced to accommodate this requirement subject to the final review and approval of the Director of Planning and Zoning, or their designee.

Excerpts from the minutes of the May 5, 2025 meeting

Applicant's Presentation:

Katie Greenway, Planning and Zoning Administrator, presented a summary of the request.

Holt Persinger, 299 South Maint Street, Alpharetta, presented the request. The applicant is requesting to amend the conditions of zoning on a combined 3.07± acre tract zoned Planned Commercial Development (PCD) within the Gateway Corridor Overlay District (GCOD) by modifying the previously approved site plan and expand the allowed uses. Per the narrative, the applicant is requesting to enlarge the footprint of the convenience store and retail uses, as well as the addition of a fuel pump.

The subject property was rezoned on February 10, 2022, from Agricultural Residential III (AR-III) and Suburban Shopping (S-S) to Planned Commercial Development (PCD, GCOD) to allow the establishment of a convenience store with fuel sales, retail, and a self-storage facility (ZON2021-00130). The development was proposed in two phases with Phase 1 including the convenience store and retail space totaling 6,943 square feet, fuel canopy with 5 pumps, and a septic field located at the southern end of the property. Once public sewer became available, Phase 2 would allow for the development of a 60,000 square foot self-storage facility.

Public Forum:

Stephen Klee, 335 Summerlin Drive, Alpharetta, spoke in opposition. Mr. Klee expressed his desire for the board to recommend a condition requiring joint access for the subject property and the neighboring parcel to the southwest which he plans to develop. He further expressed his concern of the lack of inter-parcel connectivity shown on the concept plan.

Planning Commission Comments:

Mr. Braswell stated the driveway concern would be handled by the recommended conditions as coordination with GDOT would be required.

Motion: A motion to approve, with conditions was made by Frank Sosebee and seconded by Shannon Davidson. Vote: 5-0

Conditions:

1. Development is approved as generally shown on the concept plan received April 30, 2025, and described in the project narrative dated March 6, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. Hours of operation for the convenience store shall be 5:00 a.m. - 12:00 a.m., seven days a week.
3. Driveway placement and design shall be approved by the Georgia Department of Transportation (GDOT) and Hall County Engineering.
4. There shall be no outdoor storage.
5. An eight foot tall opaque wood fence with a ten foot landscape buffer shall be constructed along the western property line.
6. The buildings shall be no more than 3 stories above grade.
7. A 10 foot landscape buffer shall be required along the southern property line.
8. No variances or development exceptions are granted as part of this request that are not explicitly granted herein. The development shall comply with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to the Fire Marshal and Hall County Engineering.
9. All conditions of zoning shall be made a part of any plats or construction plans created for the property.
10. 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."

11. No parking spaces shall be designated immediately adjacent to the right-of-way of either Friendship Road or Ridge Road. The number of required parking spaces for each use may be reduced to accommodate this requirement subject to the final review and approval of the Director of Planning and Zoning, or their designee.

Excerpts from the minutes of the April 21, 2025 meeting

Applicant's Presentation:

Katie Greenway, Planning and Zoning Administrator, stated that the applicant has requested to table the application to a future meeting.

Motion: A motion to table to May 5, 2025 was made by Stan Hunt and seconded by Frank Sosebee. Vote: 4-0 (Davidson absent)

Staff recommends APPROVAL of the applicant's request, with the following conditions:

1. Development is approved as generally shown on the concept plan dated February 17, 2025, and described in the project narrative dated March 6, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

2. Hours of operation for the convenience store shall be 5:00 a.m.- 12:00 a.m., seven days a week.

3. Driveway placement and design shall be approved by the Georgia Department of Transportation (GDOT) and Hall County Engineering.

4. There shall be no outdoor storage.

5. An eight foot tall opaque wood fence with a ten foot landscape buffer shall be constructed along the western property line.

6. The buildings shall be no more than 3 stories above grade.

7. A 10 foot landscape buffer shall be required along the southern property line.

8. No variances or development exceptions are granted as part of this request that are not explicitly granted herein. The development shall comply with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to the Fire Marshal and Hall County Engineering.

9. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

Summary Analysis

The applicant is requesting to amend the conditions of zoning on a combined 3.07± acre tract zoned Planned Commercial Development (PCD) within the Gateway Corridor Overlay District (GCOD) to modify the previously approved site plan and expand allowed uses. Per the narrative, the applicant is requesting to enlarge the footprint of the convenience store and retail uses, as well as enlarge the fuel canopy to accommodate an additional fuel pump.

The subject property was rezoned on February 10, 2022 from Agricultural Residential III (AR-III) and Suburban Shopping (S-S) to Planned Commercial Development (PCD, GCOD) to allow the establishment of a convenience store with fuel sales, retail, and a self-storage facility (ZON2021-00130). The development was proposed in two phases with Phase 1 including the convenience store and retail space totaling 6,943 square feet, fuel canopy with 5 pumps, and a septic field located at the southern end of the property. Once public sewer becomes available, Phase 2 would allow for the development of a 60,000 square foot self-storage facility. The rezoning approval was subject to the following eight conditions:

1. The development shall conform substantially with the proposed site plan and narrative, modified as necessary for compliance with current development standards at time of application.
2. Development shall be subject to all standards set forth by the Gateway Corridors Overlay District; no variances to these standards shall be approved.
3. Driveway placement and design shall be approved by the Georgia Department of Transportation (GDOT) and Hall County Engineering.
4. There shall be no outdoor storage.
5. All conditions of zoning be made a part of any plat recorded for this property.
6. A 10’ buffer shall be granted on the western property line with an 8’ wood opaque fence.
7. The buildings shall be no more than 3 stories above grade.
8. 10’ foliage shall be along the back border of the property that abuts the Church with a 10’ foliage on their side of the fence.

The applicant submitted a Land Disturbance Permit (LDP) application on September 19, 2024, for the site work for the project (HDEV24-0108). Upon review of the application, Planning staff determined that the proposed development did not align with the zoning approval granted. Specifically, the increase of the convenience store/retail structure to 8,010 square feet, the expansion of the fuel canopy, and the addition of a fuel pump.

The surrounding properties are zoned and developed as follows:

North: City of Buford: Agri-entertainment venue (Buford Corn Maze)
South: Agricultural Residential 1 (AR-1): Undeveloped
East: Planned Commercial Development (PCD): Mixed-used development approved by Hall County Board of Commissioners on February 27,2025 (HZON24-0031)
Suburban Shopping (S-S): Developed with a convenience store, fuel pumps, carwash, and retail (Friendship Grocery)
West: Agricultural Residential 1 (AR-1): Undeveloped

Per the submitted site plan and narrative, the applicant is requesting to amend conditions of the original rezoning (ZON2021-00130) to allow additional square footage for the convenience store/retail building

for a total of 8,010 square feet and an expanded fuel canopy to accommodate one additional pump for a total of 6 fuel pumps. The building setbacks and buffers would remain the same as the original approval. The site plan also includes a three-story self-storage building for a total of 45,000 square feet, which is a reduction from the four-story 60,000 square foot building that was originally proposed.

Water service will be provided by the City of Gainesville as confirmed in an email dated January 22, 2025. The property is within the Buford Sewer District. Per an email from Hall County Public Works and Utilities dated April 4, 2025, should the City be unable or unwilling to provide sewer service, Hall County has a sewer line within feasible connection distance. However, in order for Hall County to provide sewer service, the City of Buford must provide written authorization.

Zoning Analysis

When considering a zoning amendment to the zoning maps, the Planning Commission must study the need and justification for the change based on a determination of the facts applicable to the particular case, and the following general lines of inquiry must be considered:

a) Whether the zoning proposal will permit a use that is suitable in view of the use, development and zoning of adjacent and nearby property; **The proposed amendments to the site plan and conditions are suitable in view of the use and development of adjacent and nearby properties.**

b) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **It is not anticipated that the proposed amendments to the development would adversely affect adjacent or nearby property.**

c) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned; **The property has reasonable economic use as currently zoned; however, approval of the Board of Commissioners is required to amend conditions of zoning.**

d) Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, schools, police protection, fire protection, public health facilities or emergency medical service; **If approved, the proposed amendments are not anticipated to cause an excessive or burdensome use of the existing streets, transportation facilities, utilities, schools, police protection, fire protection, public facilities, or emergency medical service**

e) Whether the zoning proposal is in conformity with the policy and intent of the future land use plan for the physical development of the area; **The zoning designation has been established by previous board action with the original approval of the development. The requested modification does not significantly impact the designated future land use of the area.**

f) The extent to which property values are diminished by the existing zoning restrictions; **Staff is unable to determine the extent to which property values are diminished by the existing zoning restrictions.**

g) 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 values including construction types, proposed uses, and maintenance. Often it is difficult to determine the effect of a development on adjacent properties until the development is completed.

h) 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.**

i) 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 subject property is currently zoned Planned Commercial Development (PCD) and development of the property is currently pending Board of Commissioner approval to amend conditions..**

j) 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 affecting the use or development of the property.**

k) Whether the change would create an isolated district unrelated to the surrounding districts; **As the request is to amend zoning conditions of an existing Planned Commercial Development (PCD), and the parcel is surrounded by commercially-zoned property, this amendment does not create an isolated district unrelated to surrounding zoning.**

l) 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.**

m) Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **The request is not out of scale with the needs of the immediate neighborhood or the county as a whole.**

n) Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **The existing zoning of the subject site supports the proposed use; however, the request to amend the condition requires approval by the Board of Commissioners.**

o) Whether the need for rezoning could be handled instead by a variance request to the Planning Commission; **The request to amend conditions could not be handled alternatively as a variance.**

p) 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 land development permitting process, and as a result are subject to local, state, and federal regulations. As a result, there are no anticipated ecological or pollution impacts resulting from any modification to the land if the request is granted.**

q) 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.**

11.2.6.E - Submission requirements

1. Any person or persons requesting a change in the official zoning map or use subject to approval of the County Commission must file an application with a plat or map of the property attached thereto, together with payment of such fees set forth in this Sec 11.2. to cover administrative and advertising costs, in the Planning and Zoning Department office. Such person or persons or their authorized agent must appear in person at the public hearing held to consider the district change. **The 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.**

2. All applications for a change of zoning classification or use subject to approval of the County Commission must include:

    a. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in this Sec. 11.2. **The proposal provides a narrative outlining the intent of the development; however, the applicant has not prepared a response to each of the criteria listed in 11.2.6.E.2.**

    b. 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 may evaluate the application based on the most intense possible land use permitted in the proposed district. **The proposal meets the requirement.**

    c. For any application for a slow rate land treatment system as defined in 7.6.9.D.1, additional requirements apply. **This standard is not applicable to the applicant's request**

    d. For any application proposing the development of 100 or more residential dwelling units, a traffic impact study must be submitted prior to consideration of the application by the County Commission. At the applicant's expense, the traffic impact study must be prepared by a professional engineer in accordance with requirements established by the Hall County Engineering Department. The Engineering Department must review the traffic impact study and forward any comments to the County Commission. **This standard is not applicable to the applicant's request.**

Development Support and Constraints

Hall County Environmental Health

In an email dated March 20, 2025, Emily McGahee stated “Public sewer. Any abandoned well shall be properly closed as per Water Well Standards Act. Any abandoned septic tank shall be pumped by a State certified pumper/hauler and crushed/filled.”

Georgia Department of Transportation
In an email dated March 13, 2025, Henry Stevens, GDOT Civil Engineer 2, stated that GDOT coordination is required.

Hall County Public Works and Utilities
In a memo dated March 21, 2025, Bill Nash, Director of Public Works and Utilities, provided the following comments:

> **Engineering:**
> This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage. Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
>
> **Traffic:**
> No comment.
>
> **Utilities**:
> Buford sewer service area.

Hall County Fire Marshal
In an email dated March 18, 2025, John Hornick, NPQ Fire Service Plans Examiner 1, stated, “If approved the plan may require modifications during the development review process.”

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
t: 770-531-6809 I f: 770-531-3902

HALL COUNTY
GEORGIA
We have it all in Hall

SPECIAL / CONDITIONAL USE APPLICATION

Applicant (Name & Mailing Address)

SINNDAR ENTERPRISES, INC.
1837 DOVERHILL DR. SUITE C
LAWRENCEVILLE, GA 30043

Phone 678-458-6190

Email Address [redacted]

Property Owner (Name & Mailing Address)

SINNDAR ENTERPRISES, INC.
1837 DOVERHILL DR. SUITE C
LAWRENCEVILLE, GA 30043

Phone 678-458-6190

Email Address [redacted]

Proposed Use C-Store and Retail (phase 1) Storage Facility (phase 2)

Contact Person (Name & Mailing Address)

Tyler Lasser - LJA Engineering
299 S Main Street, Alpharetta GA

Phone 470.202.9321

Email Address tlasser@lja.com

Status of Applicant

- [x] Owner
- [ ] Option to Purchase
- [ ] Area Resident
- [ ] Other

Requested Action

Type of Request: ☐ SU ☒ CUP

Fee:$

Receipt #:

Check #:

Zoning: PCD

Acreage 3.07

Tax Parcel Number 08154 000005A, 08154 000005, 08154 000003

Location Address 4396 & 4382 FRIENDSHIP ROAD & 4422, 4426, 4430, & 4436 RIDGE ROAD

I hereby certify that the above information and all attached information are true and correct.

Sign _____ Date: 2.17.25

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 I f: 770-531-3902

HALL COUNTY
GEORGIA
We have it all in Hall

AUTHORIZATION OF PROPERTY OWNERS

Note: If the applicant is the property owner, please disregard this form.

Name of owner(s) SINNDAR ENTERPRISES, INC.

Address 1837 Doverhill Dr

Phone Number 678-458-6190

Name of applicant(s) SINNDAR ENTERPRISES, INC. C/O LJA ENGINEERING

Address 299 S Main St. Alpharetta GA 30009

Phone Number 470.202.9321

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)

Personally appeared before me

Karim Aly

who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Notary Public

ALICIA SIERRA
STATE OF GEORGIA
NOTARY PUBLIC
FORSYTH COUNTY
EXPIRES MARCH 6, 2027

2/17/2025
Date

GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

HOME (/)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	**SINNDAR ENTERPRISES INC**	Control Number:	**13396915**
Business Type:	**Domestic Profit Corporation**	Business Status:	**Active/Compliance**
Business Purpose:	**NONE**		
Principal Office Address:	**6360 SPOUT SPRINGS RD, SUITE D, FLOWERY BRANCH, GA, 30542, USA**	Date of Formation / Registration Date:	**2/28/2013**
State of Formation:	**Georgia**	Last Annual Registration Year:	**2025**

REGISTERED AGENT INFORMATION

Registered Agent Name:	**PRAMITA K ALY**
Physical Address:	**6360 SPOUT SPRINGS RD, SUITE D, FLOWERY BRANCH, GA, 30542, USA**
County:	**Hall**

OFFICER INFORMATION

Name	Title	Business Address
KARI;M K ALY	CEO	6360 SPOUT SPRINGS RD, SUITE D, FLOWERY BRANCH, GA, 30542, USA
PRAMITA K ALY	CFO	6360 SPOUT SPRINGS RD, SUITE D, FLOWERY BRANCH, GA, 30542, USA
SAAD K ALY	Secretary	6360 SPOUT SPRINGS RD, SUITE D, FLOWERY BRANCH, GA, 30542, USA

Back

Filing History Name History

Return to Business Search

© 2015 PCC Technology Group. All Rights Reserved. Version 6.2.19

Report a Problem?

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
t: 770-531-6809 I f: 770-531-3902

HALL COUNTY
GEORGIA
We have it all in Hall

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: _____ **Date:** _____

Applicant's/Owner's Name (Printed): Hakim Aly

770.225.4730
www.LJA.com
4525 South Lee Street, Buford, Georgia 30518

RECEIVED
MAR 6, 2025
Planning & Zoning Department

Applicant's Letter of Intent
Hall County
Special/Condition Use Request
4396 & 4382 Friendship Road & 4422, 4426, 4430, & 4436 Ridge Road

Sinndar Enterprises (the "Applicant") respectfully requests a special/conditional use permit to modify conditions from a previously approved zoning case. The original rezoning was approved in January 2022 for a commercial building featuring a convenience store and additional retail space, totaling approximately 6,853 square feet, along with five fuel pumps. The Applicant proposes a slight increase in the building size and the addition of one extra fuel pump beyond what was originally approved. Condition 1 of the approved resolution states: *"The development shall conform substantially with the proposed site plan and narrative, modified as necessary for compliance with current development standards at the time of application."* Consequently, Hall County Planning and Zoning has determined that a Special/Conditional Use Permit is required to accommodate these modifications to the site plan and development.

Per the submitted site plan, the proposed building expansion will include an additional 65 square feet to the convenience store, bringing its total size to 4,230 square feet, and an additional 1,092 square feet to the retail space, increasing its total size to 3,780 square feet. In total, the building will be 8,010 square feet. Additionally, the fuel canopy will be expanded to accommodate one additional pump, for a total of six pumps. The expanded space will allow future retail and convenience store tenants to operate more successfully and offer a broader range of services to patrons.

It should be noted that during the initial zoning from 2022, it was the intention to develop phase II after the completion of phase I and upon sewer connection becoming feasible. As a result of sewer availability, it is still the Applicants intention to develop phase II in general conformance with the attached plan titled "SITE PLAN PH 1 & 2" and the related conditions of zoning. The proposed changes will not result in any adverse effects on the community and will otherwise remain consistent with all other conditions established in the initial zoning approval. The Applicant looks forward to working with county staff and the community to address any questions or concerns regarding the proposed development. Please refer to the attached documents for further details on the site layout and architectural design of the proposed expansion.

Based upon the above reasons, the applicant feels that this is a reasonable request and that action contradictory to the zoning request will constitute a taking of property in violation of the Just Compensation Clause of the Fifth Amendment and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States, and Article 1, Section 3, Paragraph 1 of the Constitution of Georgia, denying the owner viable use of its land.

TECHNICAL DESCRIPTION		
L1	N34°50'36"E	82.13'
L2	S68°56'58"E	37.05'
L3	N21°33'03"E	30.00'
L4	S70°12'55"E	95.00'
L5	S03°24'12"E	39.47'
L6	S77°36'52"E	15.00'
L7	S80°32'46"W	208.28'
L8	N04°10'15"W	499.56'
L9	N74°27'33"W	15.65'
L10	N74°26'43"W	156.10'
C1	R=2177.00 L=71.97 CH=71.97 S65°07'15"E	
C2	R=2177.00 L=118.84 CH=118.83 S62°36'36"E	
C3	R=2177.00 L=96.02 CH=96.01 S59°44'41"E	
C4	R=735.00 L=125.73 CH=125.58 S16°57'04"W	
C5	R=720.00 L=265.51 CH=264.01 S01°54'11"W	

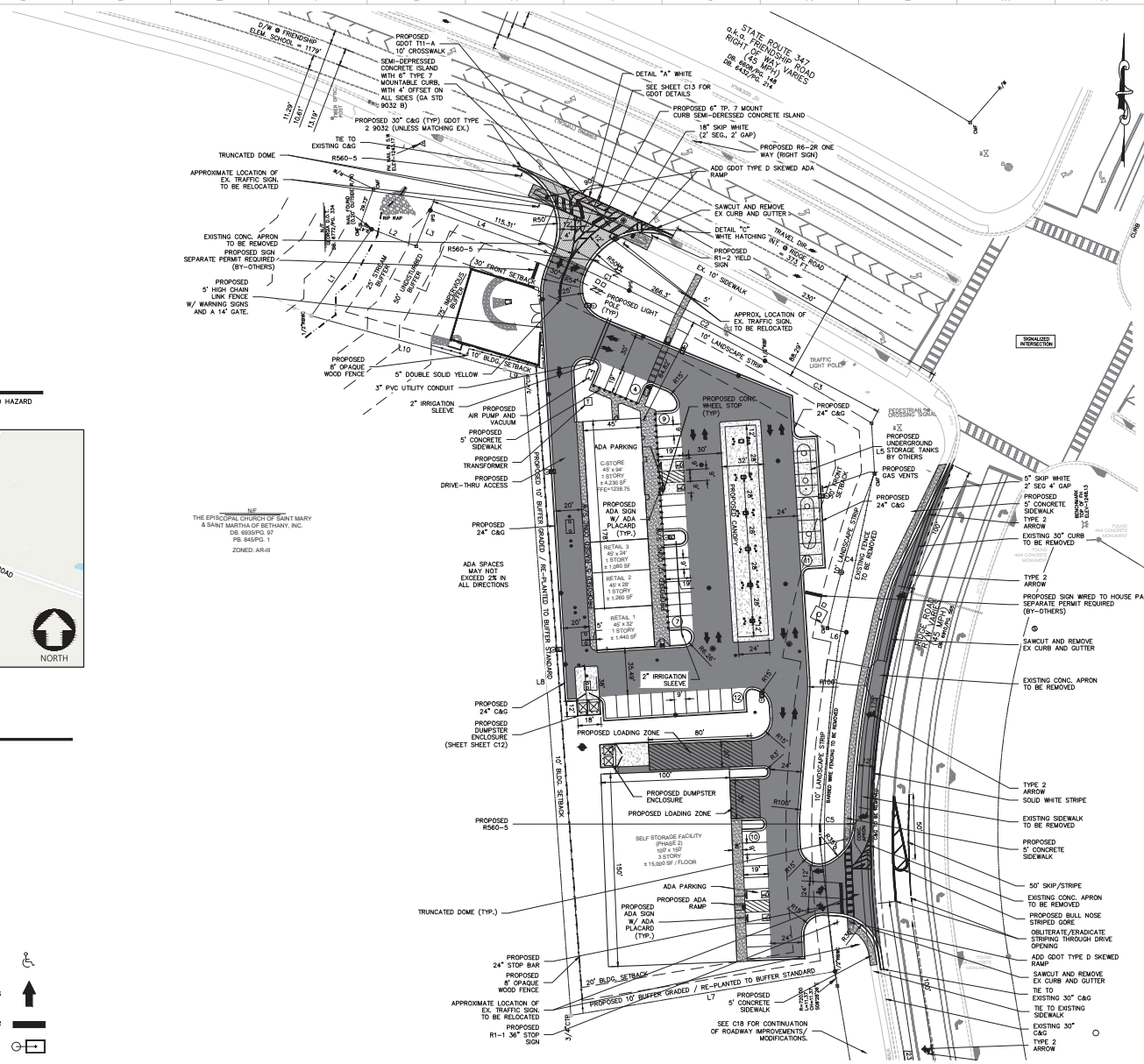
VICINITY MAP

THIS PROPERTY IS LOCATED WITHIN AN AREA OF MINIMAL FLOOD HAZARD (ZONE X) AS SHOWN ON F.I.R.M. COMMUNITY PANEL NUMBER 13139C0293H, DATED 12/01/202.

LEGEND PROPOSED

- PROPOSED CONCRETE SIDEWALK
- PROPOSED CONCRETE PAVING
- PROPOSED HEAVY DUTY ASPHALT PAVING
- PROPOSED STANDARD DOT PAVING
- GDOT PAVING
- LANDSCAPE STRIP/SETBACK LINE
- PROPERTY LINE
- CURB & GUTTER
- WATER METER
- TRANSFORMER PAD
- ADA RAMP
- SIGN
- CONCRETE WHEEL STOP
- ADA PARKING SYMBOL
- DIRECTIONAL ARROWS
- 24" STOP BAR
- PROPOSED LIGHT POLE

GEORGIA811 www.Georgia811.com
Know what's below. Call before you dig.



SITE AREA CALCULATIONS

	SQUARE FOOTAGE	ACREAGE	PERCENTAGE
TOTAL SITE AREA	133,786	3.07	100.0
EXISTING ONSITE IMPERVIOUS AREA	6,226	0.14	4.7
EXISTING PERVIOUS AREA	127,560	2.93	95.3
PROPOSED ONSITE IMPERVIOUS AREA	82,707	1.90	61.8
BUILDING(S)	23,010	0.53	17.2
SIDEWALK	3,485	0.08	2.6
PAVEMENT/DRIVEWAYS/GRAVEL	56212	1.29	42.0
PROPOSED PERVIOUS AREA	71830	1.65	53.7
TOTAL DISTURBED AREA	146,894	3.37	N/A
PROPOSED OFFISITE IMP.	13,128	0.30	N/A

SITE DATA

PARCEL ID: (REFERENCE):	08154 000005A, 08154 000005, 08154 000003
EXISTING LAND USE:	ONE VACANT SINGLE FAMILY HOME
PROPOSED LAND USE:	CONVENIENCE STORE WITH FUEL SALES, RETAIL, AND SELF STORAGE
CURRENT ZONING CLASSIFICATION:	PCD
OVERLAY DISTRICT	GATEWAY OVERLAY
CURRENT LOCAL JURISDICTION:	HALL COUNTY
FLOOD ZONE CLASSIFICATION:	X

BUILDING DATA

C-STORE BUILDING AREA	±4,230 SQ. FT.
SELF STORAGE BUILDING AREA	±15,000 SQ. FT.
GROSS FLOOR AREA	±23,010 SQ. FT.
BUILDING COVERAGE:	± 17.20
MAX BUILDING HEIGHT (BY CODE):	3 STORIES

DIRECTION	REQUIRED SETBACK	PROVIDED SETBACK
FRONT (EAST)	30 FEET	71.32'
REAR (WEST)	10 FEET	31.91'
SIDE (NORTH)	20 FEET	84.82'
SIDE (SOUTH)	20 FEET	20'

PROPOSED PARKING DATA

COUNTY PARKING REQUIRED:		
FUEL SALES		
1 SPACE PER FUEL PUMP (12 PUMPS)	12 (USE 12)	SPACES
ALL RETAIL		
3 SPACES PER 1,000 SF	24.03 (USE 25)	SPACES
ALL SELF-SERVICE STORAGE		
1 SPACES PER 300 SF OFFICE PLUS 1 SPACE PER EVERY 20 UNITS	16 (USE 16)	SPACES
TOTAL PARKING REQUIRED	53	SPACES
PROVIED PARKING	53	SPACES
STANDARD SPACES 9'x19'	49	SPACES
ACCESSIBLE SPACES 9'x19' (REQUIRED)	4	SPACES
TOTAL PARKING PROVIDED	53	SPACES

SITE NOTES

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PLANS AND SITE WORK SPECIFICATIONS AND SHALL COMPLY APPLICABLE FEDERAL, STATE AND LOCAL CODES.

2. REFERENCE ARCHITECTURAL PLANS FOR BUILDING DIMENSIONS, TRUCK DOCKS, SIDEWALKS, STEPS, TRANSFORMER PADS, ETC.

3. TOPOGRAPHIC BOUNDARY SURVEY, PROPERTY LINES, LEGAL DESCRIPTION, EXISTING UTILITIES, SITE TOPOGRAPHY WITH SPOT ELEVATIONS, OUTSTANDING PHYSICAL FEATURES AND EXISTING STRUCTURE LOCATIONS WAS PROVIDED BY THE FOLLOWING COMPANY: GEORGIA PREMIER LAND SURVEYING, INC.

4. ALL DIMENSIONS AND RADII ARE TO THE FACE OF CURB, UNLESS OTHERWISE NOTED. ALL DIMENSIONS SHOWN TO BUILDINGS ARE TO OUTSIDE FACE OF BUILDING.

5. ALL HANDICAP ACCESSIBLE PARKING SIGNS AND STRIPING SHALL BE IN ACCORDANCE WITH THE AMERICAN WITH DISABILITY ACT (ADA) REQUIREMENTS AND STATE CODE.

6. ALL TRAFFIC SIGNS SHALL CONFORM TO THE UNIFORM TRAFFIC CONTROL MANUAL AND THE STATE OF GEORGIA. ADJUST EX. SIGNS TO PROPOSED GRADE

7. ALL STRIPED OR CURBED RADII SHALL BE 5' UNLESS OTHERWISE NOTED.

8. THE CONTRACTOR IS RESPONSIBLE FOR REPAIR OF ANY DAMAGE TO ANY EXISTING IMPROVEMENTS, ONSITE OR OFF SITE, SUCH AS PAVEMENT, UTILITIES, STORM DRAINAGE, ETC. THE REPAIR MUST BE APPROVED BY THE ENGINEER AND BE EQUAL OR BETTER THAN EXISTING CONDITIONS.

9 SITE LIGHTING SHALL BE INCLUDED IN THE GENERAL CONTRACTOR'S SCOPE OF WORK. ALL PARKING LOT LIGHTING POLES, BASES, FIXTURES WITH LAMPS SHALL BE INSTALLED BY THE GENERAL CONTRACTOR'S ELECTRICAL CONTRACTOR AND SHALL SUPPLY A ONE YEAR WARRANTY CERTIFICATE.

10. CONTRACTOR SHALL OBTAIN ALL PERMITS BEFORE CONSTRUCTION BEGINS.

11. SITE CONTRACTOR SHALL SUPPLY AS-BUILT PLANS INDICATING ALL CHANGES AND DEVIATIONS.

12. ANY DEVIATION FROM THESE PLANS MAY CAUSE THE WORK TO BE UNACCEPTABLE.

13. ANY UNANTICIPATED CONDITIONS ENCOUNTERED DURING THE CONSTRUCTION PROCESS SHALL BE IDENTIFIED TO THE ENGINEER IMMEDIATELY.

14. ALL CONCRETE SHALL BE 4,000 PSI 28 DAY COMPRESSIVE STRENGTH.

15. PROJECT SIGNAGE SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.

16. ALL CURB AND GUTTER WITHIN THE DEVELOPMENT SHALL BE 24" UNLESS OTHERWISE NOTED.

17. PARKING LOT STRIPING SHALL BE INCLUDED IN PAVING CONTRACTOR'S SCOPE FOR WORK. ALL STRIPING IS TO HAVE TWO (2) COATS OF PAINT (MIN).

18. GDOT CALL TO LOCATE TRAFFIC SIGNAL AND FIBER OPTIC EQUIPMENT.

LJA
130 E. MAIN STREET
SUITE 204
CANTON, GA 30114
470-863-1070

GEORGIA REGISTERED PROFESSIONAL ENGINEER TERRY S. BOOMER
3/5/2025
ENGINEER OF RECORD
TERRY S. BOOMER, P.E.

NO.	DATE	DESCRIPTION	BY	CHK	APV

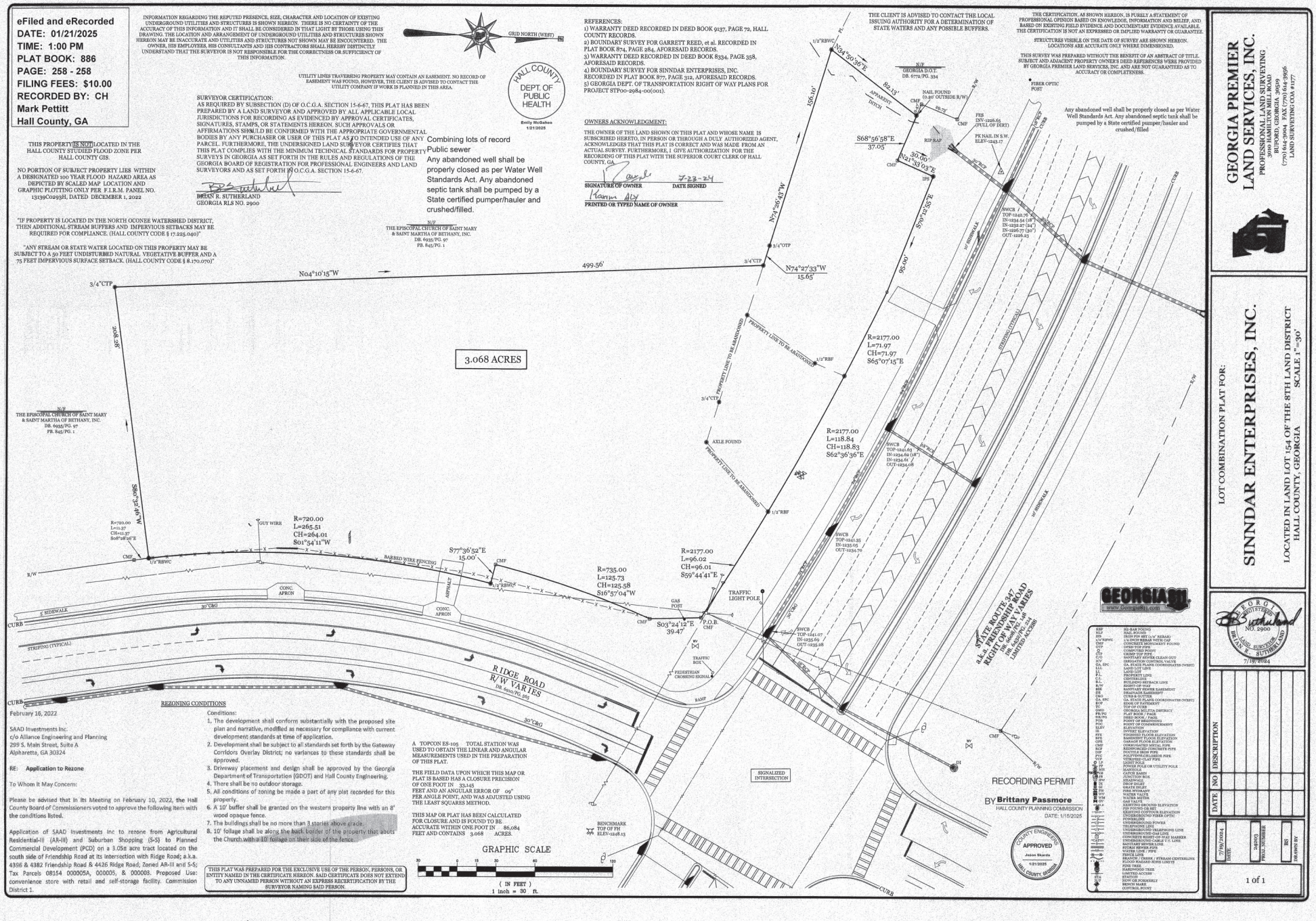
CIVIL PLANS
FRIENDSHIP ROAD FOOD MART WITH FUEL SALES
4396 & 4382 FRIENDSHIP ROAD & 4422, 4426, 4430, & 4436 RIDGE ROAD
L.L. 154 - DISTRICT 8TH, PARCEL# 0000005A, 000005, 000003

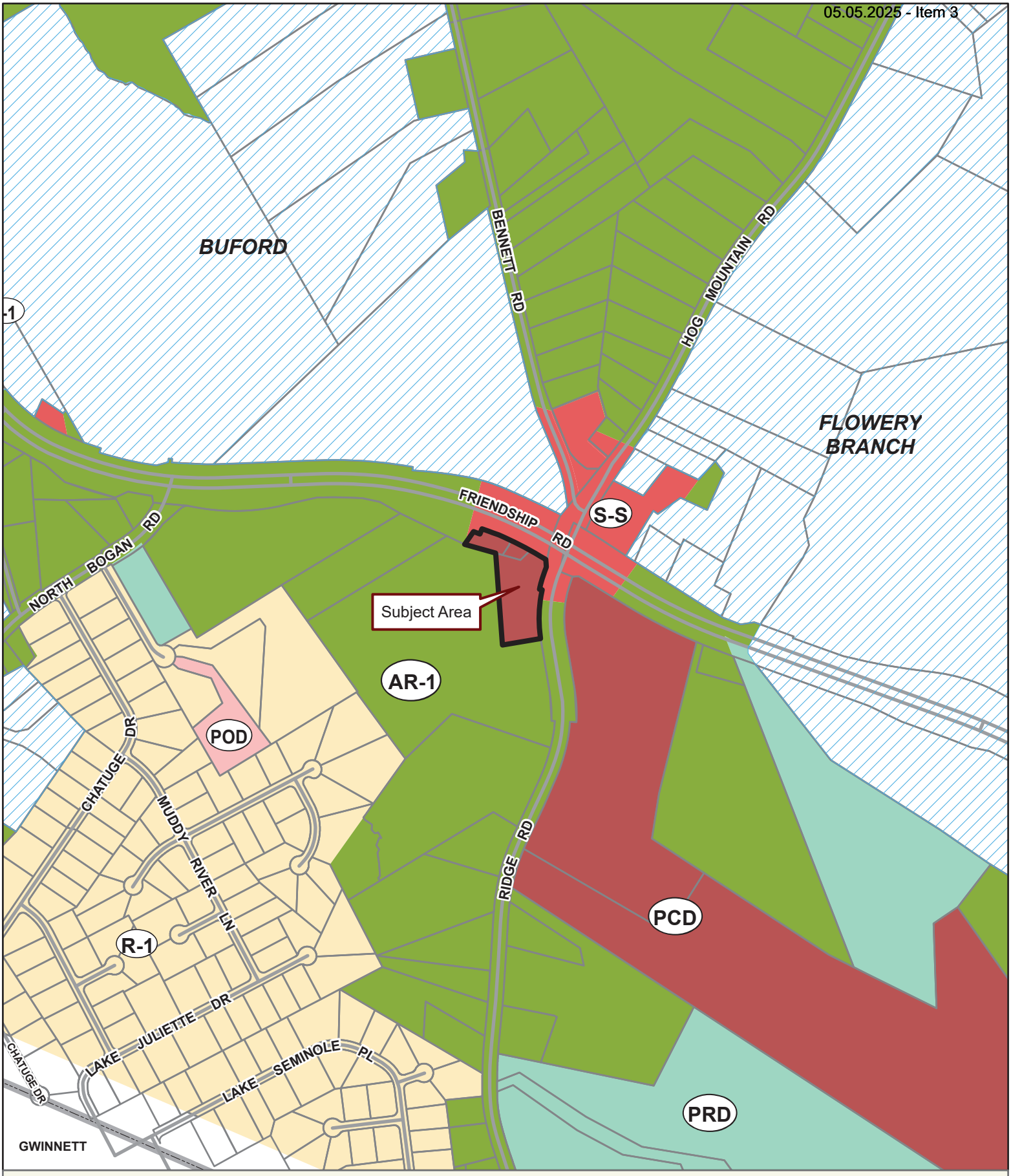
SINNDAR ENTERPRISES, INC.
1837 DOVERHILL DR. SUITE C LAWRENCEVILLE, GA 30043
KARIM ALY 678-458-6190

0 40' 60' 80'
SCALE: 1"=40'

ISSUE DATE 02-17-2025
PROJECT NUMBER 2024-041
SHEET TITLE SITE PLAN PH 1 & 2
SHEET NUMBER C1

05.05.2025 - Item 3


eFiled and eRecorded
DATE: 01/21/2025
TIME: 1:00 PM
PLAT BOOK: 886
PAGE: 258 - 258
FILING FEES: $10.00
RECORDED BY: CH
Mark Pettitt
Hall County, GA
INFORMATION REGARDING THE REPUTED PRESENCE, SIZE, CHARACTER AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES IS SHOWN HEREON. THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS DRAWING. THE LOCATION AND ARRANGEMENT OF UNDERGROUND UTILITIES AND STRUCTURES SHOWN HEREON MAY BE INACCURATE AND UTILITIES AND STRUCTURES NOT SHOWN MAY BE ENCOUNTERED. THE OWNER, HIS EMPLOYERS, HIS CONSULTANTS AND HIS CONTRACTORS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THIS INFORMATION.
GRID NORTH (WEST)
UTILITY LINES TRAVERSING PROPERTY MAY CONTAIN AN EASEMENT. NO RECORD OF EASEMENT WAS FOUND, HOWEVER, THE CLIENT IS ADVISED TO CONTACT THE UTILITY COMPANY IF WORK IS PLANNED IN THIS AREA.
HALL COUNTY DEPT. OF PUBLIC HEALTH
Emily McBaines
1/21/2025
SURVEYOR CERTIFICATION:
AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT 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 OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.
BRIAN R. SUTHERLAND
GEORGIA RLS NO. 2900
Combining lots of record
Public sewer
Any abandoned well shall be properly closed as per Water Well Standards Act. Any abandoned septic tank shall be pumped by a State certified pumper/hauler and crushed/filled.
REFERENCES:
1) WARRANTY DEED RECORDED IN DEED BOOK 9137, PAGE 72, HALL COUNTY RECORDS.
2) BOUNDARY SURVEY FOR GARRETT REED, et al. RECORDED IN PLAT BOOK 874, PAGE 284, AFORESAID RECORDS.
3) WARRANTY DEED RECORDED IN DEED BOOK 8334, PAGE 358, AFORESAID RECORDS.
4) BOUNDARY SURVEY FOR SINNDAR ENTERPRISES, INC. RECORDED IN PLAT BOOK 877, PAGE 312, AFORESAID RECORDS.
5) GEORGIA DEPT. OF TRANSPORTATION RIGHT OF WAY PLANS FOR PROJECT STP00-2984-00(001).
OWNERS ACKNOWLEDGMENT:
THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, ACKNOWLEDGES THAT THIS PLAT IS CORRECT AND WAS MADE FROM AN ACTUAL SURVEY. FURTHERMORE, I GIVE AUTHORIZATION FOR THE RECORDING OF THIS PLAT WITH THE SUPERIOR COURT CLERK OF HALL COUNTY, GA.
7-23-24
SIGNATURE OF OWNER DATE SIGNED
Karim Aly
PRINTED OR TYPED NAME OF OWNER
THE CLIENT IS ADVISED TO CONTACT THE LOCAL ISSUING AUTHORITY FOR A DETERMINATION OF STATE WATERS AND ANY POSSIBLE BUFFERS.
THE CERTIFICATION, AS SHOWN HEREON, IS PURELY A STATEMENT OF PROFESSIONAL OPINION BASED ON KNOWLEDGE, INFORMATION AND BELIEF, AND BASED ON EXISTING FIELD EVIDENCE AND DOCUMENTARY EVIDENCE AVAILABLE. THE CERTIFICATION IS NOT AN EXPRESSED OR IMPLIED WARRANTY OR GUARANTEE.
STRUCTURES VISIBLE ON THE DATE OF SURVEY ARE SHOWN HEREON. LOCATIONS ARE ACCURATE ONLY WHERE DIMENSIONED.
THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. SUBJECT AND ADJACENT PROPERTY OWNER'S DEED REFERENCES WERE PROVIDED BY GEORGIA PREMIER LAND SERVICES, INC. AND ARE NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS.
Any abandoned well shall be properly closed as per Water Well Standards Act. Any abandoned septic tank shall be pumped by a State certified pumper/hauler and crushed/filled
THIS PROPERTY IS NOT LOCATED IN THE HALL COUNTY STUDIED FLOOD ZONE PER HALL COUNTY GIS.
NO PORTION OF SUBJECT PROPERTY LIES WITHIN A DESIGNATED 100 YEAR FLOOD HAZARD AREA AS DEPICTED BY SCALED MAP LOCATION AND GRAPHIC PLOTTING ONLY PER F.I.R.M. PANEL NO. 13139C0293H, DATED DECEMBER 1, 2022
"IF PROPERTY IS LOCATED IN THE NORTH OCONEE WATERSHED DISTRICT, THEN ADDITIONAL STREAM BUFFERS AND IMPERVIOUS SETBACKS MAY BE REQUIRED FOR COMPLIANCE. (HALL COUNTY CODE § 17.225.040)"
"ANY STREAM OR STATE WATER LOCATED ON THIS PROPERTY MAY BE SUBJECT TO A 50 FEET UNDISTURBED NATURAL VEGETATIVE BUFFER AND A 75 FEET IMPERVIOUS SURFACE SETBACK. (HALL COUNTY CODE § 8.170.070)"
N/F THE EPISCOPAL CHURCH OF SAINT MARY & SAINT MARTHA OF BETHANY, INC. DB. 6935/PG. 97 PB. 845/PG. 1
3.068 ACRES
N04°10'15"W 499.56'
N74°26'43"W 156.15'
N24°30'36"E 82.13'
S68°56'58"E 37.05'
N27°33'03"E 30.00'
S70°24'55"E 95.00'
N74°27'33"W 15.65
3/4"CTP
3/4"OTP
1/2"RBWC
1/2"RBF
1/2"RBF
IPF
CMF
CMP
NAIL FOUND (0.40' OUTSIDE R/W)
RIP RAP
FIBER OPTIC POST
FES (NV-1226.65 (FULL OF DIRT)
PK NAIL IN S.W. ELEV=1243.17
N/F GEORGIA D.O.T. DB. 6772/PG. 334
APPARENT DITCH
R/W
CURB
SWCB / TOP-1242.76 IN=1234.54 (18") IN=1232.27 (24") IN=1226.77 (30") OUT-1225.23
SWCB TOP-1241.63 IN-1234.69 (18") IN-1234.61 OUT-1234.08
SWCB TOP-1241.35 IN-1235.05 OUT-1234.70
SWCB / TOP-1241.07 IN-1235.69 OUT-1235.58
10' SIDEWALK
STRIPING (TYPICAL)
R=2177.00 L=71.97 CH=71.97 S65°07'15"E
R=2177.00 L=118.84 CH=118.83 S62°36'36"E
R=2177.00 L=96.02 CH=96.01 S59°44'41"E
R=735.00 L=125.58 CH=125.43 S16°57'04"W
R=720.00 L=265.51 CH=264.01 S01°54'11"W
R=720.00 L=11.37 CH=11.37 S08°28'28"E
S77°36'52"E 15.00'
S03°24'12"E 39.47'
S08°28'28"E 208.35'
S01°54'11"W 265.49'
PROPERTY LINE TO BE ABANDONED
AXLE FOUND
GUY WIRE
BARBED WIRE FENCING
CONC. APRON
ASPHALT
GAS POST
TRAFFIC LIGHT POLE
TRAFFIC BOX
PEDESTRIAN CROSSING SIGNAL
RAMP
P.O.B.
SIGNALIZED INTERSECTION
STATE ROUTE 347 a.k.a. FRIENDSHIP ROAD RIGHT OF WAY VARIES DB. 6466/PG. 256 DB. 6466/PG. 224 LIMITED ACCESS
RIDGE ROAD R/W VARIES DB. 6010/PG. 262
30' CRG
5' SIDEWALK
CURB
REZONING CONDITIONS
February 16, 2022
SAAD Investments Inc.
c/o Alliance Engineering and Planning
299 S. Main Street, Suite A
Alpharetta, GA 30324
RE: Application to Rezone
To Whom It May Concern:
Please be advised that in its Meeting on February 10, 2022, the Hall County Board of Commissioners voted to approve the following item with the conditions listed.
Application of SAAD Investments Inc to rezone from Agricultural Residential-III (AR-III) and Suburban Shopping (S-S) to Planned Commercial Development (PCD) on a 3.05± acre tract located on the south side of Friendship Road at its intersection with Ridge Road; a.k.a. 4396 & 4382 Friendship Road & 4426 Ridge Road; Zoned AR-III and S-S; Tax Parcels 08154 000005A, 000005, & 000008. Proposed Use: convenience store with retail and self-storage facility. Commission District 1.
Conditions:
1. The development shall conform substantially with the proposed site plan and narrative, modified as necessary for compliance with current development standards at time of application.
2. Development shall be subject to all standards set forth by the Gateway Corridors Overlay District; no variances to these standards shall be approved.
3. Driveway placement and design shall be approved by the Georgia Department of Transportation (GDOT) and Hall County Engineering.
4. There shall be no outdoor storage.
5. All conditions of zoning be made a part of any plat recorded for this property.
6. A 10' buffer shall be granted on the western property line with an 8' wood opaque fence.
7. The buildings shall be no more than 3 stories above grade.
8. 10' foliage shall be along the back border of the property that abuts the Church with a 10' foliage on their side of the fence.
THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ENTITY NAMED IN THE CERTIFICATE HEREON. SAID CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS RECERTIFICATION BY THE SURVEYOR NAMING SAID PERSON.
A TOPCON ES-105 TOTAL STATION WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT.
THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 33,145 FEET AND AN ANGULAR ERROR OF 09" PER ANGLE POINT, AND WAS ADJUSTED USING THE LEAST SQUARES METHOD.
THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 86,084 FEET AND CONTAINS 3.068 ACRES.
BENCHMARK TOP OF FH ELEV=1248.13
GRAPHIC SCALE
30 0 15 30 60 120
(IN FEET)
1 inch = 30 ft.
RECORDING PERMIT
BY Brittany Passmore
HALL COUNTY PLANNING COMMISSION
DATE: 1/15/2025
COUNTY ENGINEER APPROVED
Jason Skarda
1/21/2025
HALL COUNTY, GEORGIA
GEORGIA811 www.Georgia811.com
REBF REBW CMF CMP CTP OTP IPF IPS PK PP FO FES TBM CO CV GA. SPC EOP EOW DMH PB/PG POB POC ELEV IE INV GFE CMF RCP CPP PVC VCP VTP CB DI MH SMH SSMH SSCO SSMW SSV WM WV HYD FH GV GUY LP TP TEL TELE OHP UGP UGT UGF UGW UGTV UGA FENCE CREEK / STREAM CENTERLINE FLOOD HAZARD ZONE LIMITS FIRE TREE HARDWOOD TREE LIMITED ACCESS NON ACCESS SIGN OR FORMERLY BENCH MARK CONTROL POINT
#4 REBAR FOUND 1/2" REBAR FOUND IRON PIN SET (1/2" REBAR) CRIMPED TOP PIPE WITH CAP CONCRETE MONUMENT FOUND OPEN TOP PIPE COMPUTED POINT NAIL FOUND OR SET SANITARY SEWER CLEAN OUT IRRIGATION CONTROL VALVE GA. STATE PLANE COORDINATES (WGS84) EDGE OF PAVEMENT LAND LOT PROPERTY LINE SETBACK LINE RIGHT-OF-WAY SANITARY SEWER EASEMENT DRAINAGE EASEMENT LAND LOT LINE GA. STATE PLANE COORDINATES (WGS84) EDGE OF EASEMENT LAND LOT LINE GEORGIA MILITIA DISTRICT PLAT BOOK / PAGE DEED BOOK / PAGE POINT OF BEGINNING POINT OF COMMENCEMENT ELEVATION INVERT ELEVATION BASEMENT FLOOR ELEVATION BASEMENT FLOOR ELEVATION GARAGE FLOOR ELEVATION CORRUGATED METAL PIPE REINFORCED CONCRETE PIPE CORRUGATED PIPE POLYVINYLCHLORIDE PIPE VITRIFIED CLAY PIPE CATCH BASIN POWER POLE OR UTILITY POLE MANHOLE GUY WIRE HANDHOLE HEADWALL DROP INLET GRATE INLET SANITARY SEWER WATER VALVE WATER METER FIRE HYDRANT EXISTING GROUND ELEVATION FIN FOUND OR SET EXISTING CUPTION ELEVATION UNDERGROUND FIBER OPTIC LINE UNDERGROUND POWER TELEPHONE LINE UNDERGROUND TELEPHONE LINE UNDERGROUND GAS LINE CONCRETE RIGHT-OF-WAY MARKER UNDERGROUND CABLE T.V. LINE SANITARY SEWER LINE WATER LINE / FIRE WATER LINE / PIPE FENCE LINE
GEORGIA PREMIER LAND SERVICES, INC.
PROFESSIONAL LAND SURVEYING
3900 HAMILTON MILL ROAD
BUFORD, GEORGIA 30518
(770) 614-3904 FAX (770) 614-3936
LAND SURVEYING COA #1177
LOT COMBINATION PLAT FOR:
SINNDAR ENTERPRISES, INC.
LOCATED IN LAND LOT 154 OF THE 8TH LAND DISTRICT
HALL COUNTY, GEORGIA SCALE 1"=30'
GEORGIA REGISTERED NO. 2900 BRIAN R. SUTHERLAND LAND SURVEYOR
7/19/2024
DATE NO DESCRIPTION
7/19/2024 DATE
24093 PROJ. NUMBER
BS DRAWN BY
1 of 1
05.05.2025 - Item 3

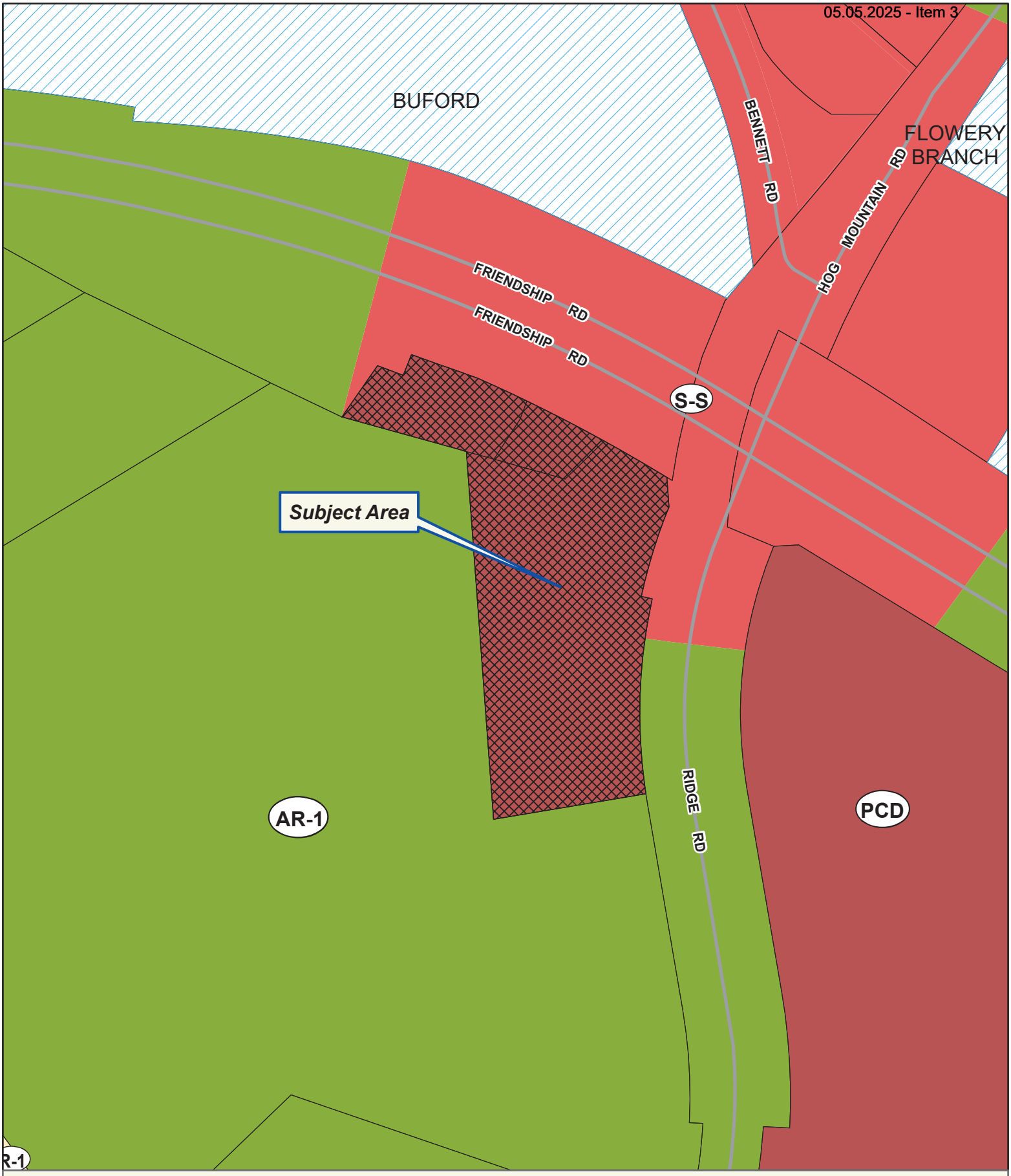


Applicant: SINNDAR ENTERPRISES, INC.
Tax Parcel #: 08154 000005A, 000005, & 000003
Location: 4396 & 4382 FRIENDSHIP ROAD & 4436 RIDGE ROAD, BUFORD, GA 30519
Commission District 1 **PC Mtg. Date: 04/21/2025**

0 200 400 800
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N



Applicant: SINNDAR ENTERPRISES, INC.
Tax Parcel #: 08154 000005A, 000005, & 000003
Location: 4396 & 4382 FRIENDSHIP ROAD & 4436 RIDGE ROAD, BUFORD, GA 30519
Commission District 1 **PC Mtg. Date: 04/21/2025**

0 50 100 200
Feet

Zoning Boundary
City Limits
Subject Area
Structure

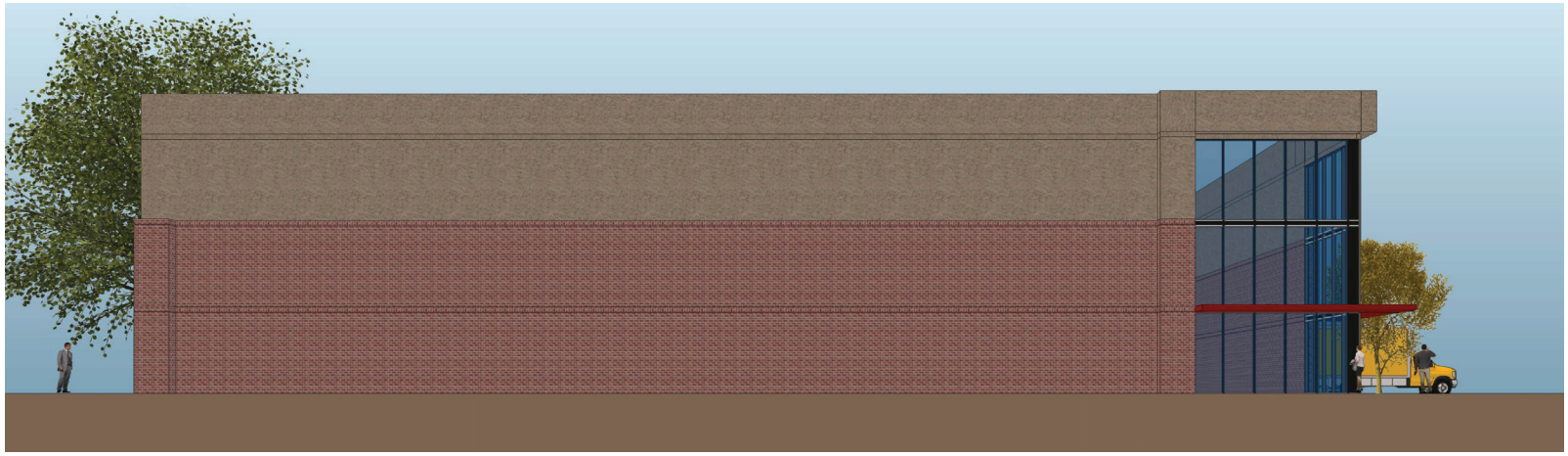
N

Applicant: SINNDAR ENTERPRISES, INC.
Tax Parcel #: 08154 000005A, 000005, & 000003
Location: 4396 & 4382 FRIENDSHIP ROAD & 4436 RIDGE ROAD, BUFORD, GA 30519
Commission District 1 **PC Mtg. Date: 04/21/2025**

0 50 100 200
Feet

Zoning Boundary
City Limits
Subject Area

N



1 Storage Bldg Front
Scale: 1/8" = 1'-0"

2 CStore Front
Scale: 1/8" = 1'-0"

DENNIS L NORTON ARCHITECT
1121 Liberty Lane Bogart, Georgia 30622
(678) 462-5253 dnorton@nortonarchitect.com

CONVENIENCE STORE & SELF STORAGE BUILDING

Friendship and Ridge Roads
Hall Co., Georgia

11-04-20

05.05.2025 - Item 3

4426

FILED & RECORDED 06/01/2022 12:38 PM
DEED BOOK 9137 PAGES 72 - 74
FILING FEES: $25.00
PT61: 069-2022-004819 TRANSFER TAX: $1,100.00
RECORDED BY: MB
CLERK: Charles Baker, C.S.C Hall County, GA

SWWW-J FILE NO: 712022.0477

Return To: SMITH, WELCH, WEBB & WHITE, LLC
ATTORNEYS AT LAW
117 BROOKWOOD AVENUE
JACKSON, GA 30233
(770)775-3188

WARRANTY DEED

STATE OF GEORGIA, Hall COUNTY

IN CONSIDERATION OF THE SUM OF ONE DOLLAR AND OTHER CONSIDERATIONS DOLLARS to us paid We, **GARRETT REED and STANLEY REED and SHEILA REED**, do hereby sell and convey unto **SINNDAR ENTERPRISES, INC.**, its successors and assigns, a tract or parcel of land, which is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

THE ABOVE DESCRIBED PROPERTY IS CONVEYED SUBJECT TO ALL EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD, IF ANY.

TO HAVE AND TO HOLD said land and appurtenances unto said **SINNDAR ENTERPRISES, INC.**, its successors and assigns, in fee simple.

We warrant the title to said land against the lawful claims of all persons.

In Witness Whereof, We have hereunto set our hands and affixed our seals this the 18th day of May, 2022.

Signed, sealed and delivered
in the presence of:

Angela Henderson
Unofficial Witness

(SEAL)
Notary Public
My commission expires: 10/11/2024

NOTARY PUBLIC GWINNETT COUNTY, GEORGIA COMMISSION EXPIRES OCTOBER 11, 2024

Garrett Reed (SEAL)
GARRETT REED

H. Stanley Reed (SEAL)
STANLEY REED

Sheila Reed (SEAL)
SHEILA REED

4426

Exhibit "A"

All that tract or parcel of land lying and being in Land Lot 154 of the 8th Land District, Hall County, Georgia and being more particularly described as follows

To find the true point of beginning, commence at the northwesterly mitered corner of the southerly right of way of Friendship Road (State Route No. 347 - right of way varies) and the westerly right of way of Ridge Road (right of way varies), said point marked by a Concrete Monument Found, said point being THE TRUE POINT OF BEGINNING

Thence from said point as thus established, continuing on the westerly right of way of Ridge Road the following four (4) courses and distances South 02 Degrees 45 Minutes 48 Seconds East for a distance of 39.47 feet to a point, said point marked by a Concrete Monument Found; THENCE along a curve to the left having a radius of 735.00 feet and an arc length of 125.73 feet being subtended by a chord bearing of South 17 Degrees 35 Minutes 28 Seconds West and a chord distance of 125.58 feet to a point, said point marked by a Concrete Monument Found, THENCE South 76 Degrees 58 Minutes 28 Seconds East for a distance of 15.00 feet to a point, said point marked by a ½ inch rebar pin set, THENCE along a curve to the left having a radius of 720.00 feet and an arc length of 265.51 feet being subtended by a chord bearing of South 02 Degrees 52 Minutes 34 Seconds West and a chord distance of 264.03 feet to a point, said point marked by a ½ inch rebar pin set,

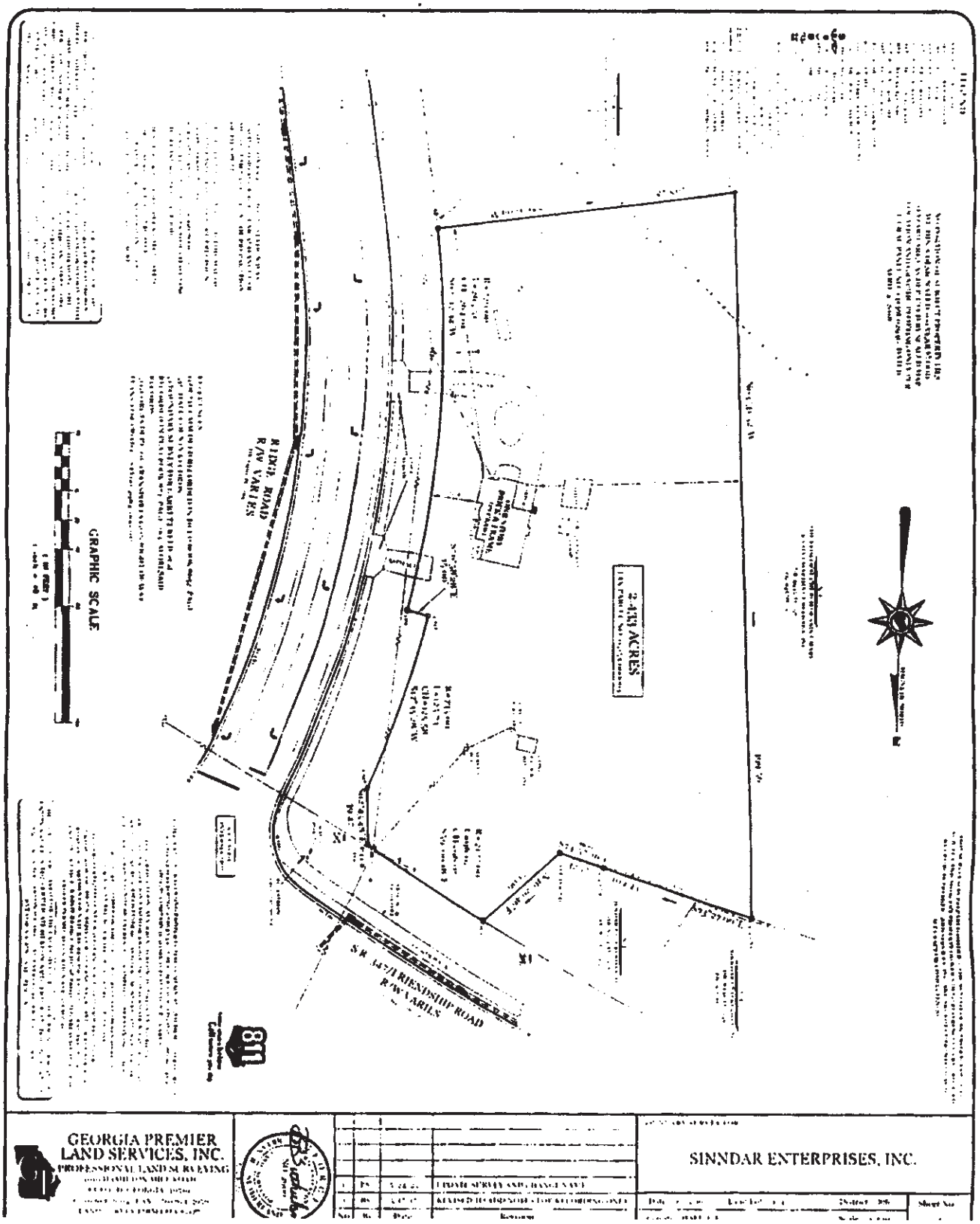
THENCE leaving said right of way and traveling on the property line common to The Episcopal Church of Saint Mary, et al. South 81 Degrees 11 Minutes 09 Seconds West for a distance of 208.28 feet to a point, said point marked by a ½ inch crimp top pipe found; THENCE continuing on said property line North 03 Degrees 31 Minutes 52 Seconds West for a distance of 499.56 feet to a point, said point marked by a ¾ inch crimp top pipe found; THENCE traveling on the property line common to Bradford W. Brown, et al. and Shirley B. Dove South 73 Degrees 27 Minutes 00 Seconds East for a distance of 109.43 feet to a point, said point marked by a ¾ inch crimp top pipe found; THENCE continuing on the property line common to Shirley B. Dove South 73 Degrees 57 Minutes 36 Seconds East for a distance of 12.17 feet to a point, said point marked by an Axle found; THENCE continuing on the property line common to Shirley B. Dove North 46 Degrees 29 Minutes 46 Seconds East for a distance of 71.06 feet to a point on the southerly right of way of Friendship Road (State Route No. 347 – right of way varies), said point marked by a ½ inch rebar pin set, THENCE along said right of way along a curve to the right having a radius of 2177.00 feet and an arc length of 96.02 feet being subtended by a chord bearing of South 59 Degrees 06 Minutes 18 Seconds East and a chord distance of 96.01 feet to a point, said point marked by a Concrete Monument Found, said point being THE TRUE POINT OF BEGINNING

Said property contains 2.453 Acres

This is the same property as described on plat of survey dated 12/5/2016 for Garrett, James and Stanly Reed by Brian Sutherland, RLS, recorded in plat book 847, page 284, Hall County, Georgia Records. The said plat and data contained thereon are incorporated herein by reference

4426

EXHIBIT "B"



Ernest M. Smith (1911-1992)
A. J. Welch, Jr. (1944-2018)
John P. Webb, PC
William A. White, PC
Andrew J. Welch, III, PC (NY & GA)
Byrd Garland
L. Scott Mayfield
Marc A. Avidano (FL & GA)
David M. Waldroup
Andrew J. Gebhardt
R. Brian Strickland
Christopher E. Chapman (DC, KY & GA)
Elizabeth P. O'Neal
Megan M. Pearson (GA & AL)
Lajuana C. Ransaw

SMITH WELCH
WEBB & WHITE, LLC
ATTORNEYS AT LAW

117 BROOKWOOD AVENUE • JACKSON, GA 30233
Telephone: 770-775-3188 • Facsimile: 770-775-1977
www.smithwelchlaw.com

Bianca Davis
Warren M. Tillery
Orion G. Webb
Miranda N. Hanley
Grant E. McBride
Brandon F. Palmer
Priya M. Patel
Melanie Niblett
Frank M. Gaither, Jr.

OF COUNSEL
Tim Shepherd
Casey Crumbley (SC & GA)

October 22, 2019

Sinndar Enterprises, Inc.
1887 Doverhill Drive
Lawrenceville, GA 30043

RE: 4382 FRIENDSHIP ROAD
FILE NO. 712019.0605

Dear Sir/Madam:

Enclosed please find your warranty deed, owner's title policy and copies of closing documents in reference to the above captioned matter. Please keep this with your other valuable documents.

Should you have any questions, please do not hesitate to contact me.

Yours very truly,

SMITH, WELCH, WEBB & WHITE

By: _____
Jennifer Smith
Real Estate Dept Manager
Jackson Office

JS/
Enclosure

(2)

FILED & RECORDED
DATE: 9/13/2019
TIME: 12:34PM
DEED BOOK: 8334
PAGE: 358
FILING FEES: $10.00
PT61: 0692019006588
TRANSFER TAX: $107.50
Recorded By: MT
Charles Baker, C.S.C.
Hall County, GA

4382 Friendship Rd.

SWWW-J FILE NO.: 712019.0605

Return To: SMITH, WELCH, WEBB & WHITE, LLC
ATTORNEYS AT LAW
117 BROOKWOOD AVENUE
JACKSON, GA 30233
(770)775-3188

WARRANTY DEED

STATE OF GEORGIA, GWINNETT COUNTY

IN CONSIDERATION OF THE SUM OF ONE DOLLAR AND OTHER CONSIDERATIONS DOLLARS to us paid We, **SHIRLEY B. DOVE**, of the County of Gwinnett, do hereby sell and convey unto **SINNDAR ENTERPRISES, INC.**, of the County of Gwinnett, its heirs and assigns, a tract or parcel of land, which is described as follows:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 154 OF THE 8TH LAND DISTRICT OF HALL COUNTY, GEORGIA AND BEING SHOWN AS TRACT 2, CONTAINING 0.189 ACRES, ON BOUNDARY SURVEY PREPARED FOR SINNDAR ENTERPRISES, INC. AND PREPARED BY NORTHEAST LAND SURVEYING AND BEING RECORDED IN PLAT BOOK 877, PAGE 312, OFFICE OF THE CLERK, HALL COUNTY SUPERIOR COURT. SAID PLAT AND ALL ITS DESCRIPTIVE DATA ARE INCORPORATED HEREIN BY REFERENCE TO SAME.

THE ABOVE DESCRIBED PROPERTY IS CONVEYED SUBJECT TO ALL EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD, IF ANY.

TO HAVE AND TO HOLD said land and appurtenances unto said **SINNDAR ENTERPRISES, INC.**, its sucessors and assigns, in fee simple.

We warrant the title to said land against the lawful claims of all persons.

In Witness Whereof, We have hereunto set our hands and affixed our seals this the 4th day of September, 2019.

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public (SEAL)
My Commission Expires:

NOTARY PUBLIC BARROW COUNTY, GEORGIA MY COMMISSION EXPIRES AUGUST 26, 2023

Shirley B. Dove (SEAL)
SHIRLEY B. DOVE

(1)

FILED & RECORDED
DATE: 9/13/2019
TIME: 12:34PM
DEED BOOK: 8334
PAGES: 355-357
FILING FEES: $14.00
PT61: 0692019006585
TRANSFER TAX: $.00
Recorded By: MT
Charles Baker, C.S.C.
Hall County, GA

4382

SWWW-J FILE NO.: 712019.0605

Return To: SMITH, WELCH, WEBB & WHITE, LLC
ATTORNEYS AT LAW
117 BROOKWOOD AVENUE
JACKSON, GA 30233
(770)775-3188

QUITCLAIM DEED

STATE OF GEORGIA, GWINNETT COUNTY

THIS INDENTURE, made this the 4th day of September, 2019, between **SHIRLEY B. DOVE and ANN M. BROWN and BRADFORD W. BROWN A/K/A BRADFORD WAYNE BROWN** of the first part, and **SINNDAR ENTERPRISES, INC.** of the second part,

WITNESSETH: That the said party of the first part for and in consideration of the sum of ---ONE DOLLAR AND OTHER CONSIDERATIONS--, cash in hand paid, the receipt of which is hereby acknowledged, has bargained, sold and do by these presents bargain, sell, remise, release and forever quit-claim to the said part of the second party their heirs and assigns, all the right title, interest, claim or demand which the said part of the first part has or may have had in and to

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

with all the rights, members and appurtenances to the said described premises in anywise appertaining or belonging.

TO HAVE AND TO HOLD the said described premises unto the said party of the second part, so that neither the said party of the first part nor their heirs, nor any other person or persons claiming under them shall at anytime, claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

IN WITNESS WHEREOF, the said party of the first part has hereunto set their hands and affixed their seals the day and year above written.

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public (SEAL)
My commission expires:

CONNIE MULLINAX NOTARY PUBLIC BARROW COUNTY, GEORGIA AUGUST 26, 2028

Shirley B. Dove (SEAL)
SHIRLEY B. DOVE

Ann M. Brown (SEAL)
ANN M. BROWN

Bradford W Brown (SEAL)
BRADFORD W. BROWN A/K/A
BRADFORD WAYNE BROWN

4382

EXHIBIT "A"

TRACT 1:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 154 OF THE 8TH LAND DISTRICT OF HALL COUNTY, GEORGIA AND BEING SHOWN AS TRACT 1, CONTAINING 0.446 ACRES, ON BOUNDARY SURVEY PREPARED FOR SINNDAR ENTERPRISES, INC. AND PREPARED BY NORTHEAST LAND SURVEYING AND BEING RECORDED IN PLAT BOOK 877, PAGE 312, OFFICE OF THE CLERK, HALL COUNTY SUPERIOR COURT. SAID PLAT AND ALL ITS DESCRIPTIVE DATA ARE INCORPORATED HEREIN BY REFERENCE TO SAME.

TRACT 2:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 154 OF THE 8TH LAND DISTRICT OF HALL COUNTY, GEORGIA AND BEING SHOWN AS TRACT 2, CONTAINING 0.189 ACRES, ON BOUNDARY SURVEY PREPARED FOR SINNDAR ENTERPRISES, INC. AND PREPARED BY NORTHEAST LAND SURVEYING AND BEING RECORDED IN PLAT BOOK 877, PAGE 312, OFFICE OF THE CLERK, HALL COUNTY SUPERIOR COURT. SAID PLAT AND ALL ITS DESCRIPTIVE DATA ARE INCORPORATED HEREIN BY REFERENCE TO SAME.

Ernest M. Smith (1911-1992)
A. J. Welch, Jr. (1944-2018)
John P. Webb, PC
William A. White, PC
Andrew J. Welch, III, PC (NY & GA)
Byrd Garland
L. Scott Mayfield
Marc A. Avidano (FL & GA)
David M. Waldroup
Andrew J. Gebhardt
R. Brian Strickland
Christopher E. Chapman (DC, KY & GA)
Elizabeth P. O'Neal
Megan M. Pearson (GA & AL)
Lajuana C. Ransaw

SMITH WELCH
WEBB & WHITE, LLC
ATTORNEYS AT LAW

117 BROOKWOOD AVENUE • JACKSON, GA 30233
Telephone: 770-775-3188 • Facsimile: 770-775-1977
www.smithwelchlaw.com

Bianca Davis
Warren M. Tillery
Orion G. Webb
Miranda N. Hanley
Grant E. McBride
Brandon F. Palmer
Priya M. Patel
Melanie Niblett
Frank M. Gaither, Jr.

OF COUNSEL
Tim Shepherd
Casey Crumbley (SC & GA)

October 22, 2019

Sinndar Enterprises, Inc.
1887 Doverhill Drive
Lawrenceville, GA 30043

RE: 4396 FRIENDSHIP ROAD
FILE NO. 712019.0591

Dear Sir/Madam:

Enclosed please find your warranty deed, owner's title policy and copies of closing documents in reference to the above captioned matter. Please keep this with your other valuable documents.

Should you have any questions, please do not hesitate to contact me.

Yours very truly,

SMITH, WELCH, WEBB & WHITE

By: _____
Jennifer Smith
Real Estate Dept Manager
Jackson Office

JS/
Enclosure

FILED & RECORDED
DATE: 9/13/2019
TIME: 12:34PM
DEED BOOK: 8334
PAGE: 359
FILING FEES: $10.00
PT61: 0692019006581
TRANSFER TAX: $107.50
Recorded By: MT
Charles Baker, C.S.C.
Hall County, GA

SWWW-I FILE NO.: 712019.0591

4396

Return To: SMITH, WELCH, WEBB & WHITE, LLC
ATTORNEYS AT LAW
117 BROOKWOOD AVENUE
JACKSON, GA 30233
(770)775-3188

WARRANTY DEED

STATE OF GEORGIA, GWINNETT COUNTY

IN CONSIDERATION OF THE SUM OF ONE DOLLAR AND OTHER CONSIDERATIONS DOLLARS to us paid We, **BRADFORD W. BROWN A/KA BRADFORD WAYNE BROWN and ANN M. BROWN**, of the County of Gwinnett, do hereby sell and convey unto **SINNDAR ENTERPRISES, INC.**, of the County of Gwinnett, its heirs and assigns, a tract or parcel of land, which is described as follows:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 154 OF THE 8TH LAND DISTRICT OF HALL COUNTY, GEORGIA AND BEING SHOWN AS TRACT 1, CONTAINING 0.446 ACRES, ON BOUNDARY SURVEY PREPARED FOR SINNDAR ENTERPRISES, INC. AND PREPARED BY NORTHEAST LAND SURVEYING AND BEING RECORDED IN PLAT BOOK 877, PAGE 312, OFFICE OF THE CLERK, HALL COUNTY SUPERIOR COURT. SAID PLAT AND ALL ITS DESCRIPTIVE DATA ARE INCORPORATED HEREIN BY REFERENCE TO SAME.ATED HEREIN BY REFERENCE TO SAME.

THE ABOVE DESCRIBED PROPERTY IS CONVEYED SUBJECT TO ALL EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD, IF ANY.

TO HAVE AND TO HOLD said land and appurtenances unto said **SINNDAR ENTERPRISES, INC.**, its successors and assigns, in fee simple.

We warrant the title to said land against the lawful claims of all persons.

In Witness Whereof, We have hereunto set our hands and affixed our seals this the 4th day of September, 2019.

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public (SEAL)
My commission expires:

NOTARY PUBLIC COBB COUNTY, GEORGIA COMMISSION EXPIRES

Bradford W. Brown (SEAL)
BRADFORD W. BROWN

Ann M. Brown (SEAL)
ANN M. BROWN

4426

Exhibit "A"

All that tract or parcel of land lying and being in Land Lot 154 of the 8th Land District, Hall County, Georgia and being more particularly described as follows

To find the true point of beginning, commence at the northwesterly mitered corner of the southerly right of way of Friendship Road (State Route No. 347 - right of way varies) and the westerly right of way of Ridge Road (right of way varies), said point marked by a Concrete Monument Found, said point being THE TRUE POINT OF BEGINNING

Thence from said point as thus established, continuing on the westerly right of way of Ridge Road the following four (4) courses and distances South 02 Degrees 45 Minutes 48 Seconds East for a distance of 39.47 feet to a point, said point marked by a Concrete Monument Found; THENCE along a curve to the left having a radius of 735.00 feet and an arc length of 125.73 feet being subtended by a chord bearing of South 17 Degrees 35 Minutes 28 Seconds West and a chord distance of 125.58 feet to a point, said point marked by a Concrete Monument Found, THENCE South 76 Degrees 58 Minutes 28 Seconds East for a distance of 15.00 feet to a point, said point marked by a ½ inch rebar pin set, THENCE along a curve to the left having a radius of 720.00 feet and an arc length of 265.51 feet being subtended by a chord bearing of South 02 Degrees 52 Minutes 34 Seconds West and a chord distance of 264.03 feet to a point, said point marked by a ½ inch rebar pin set,

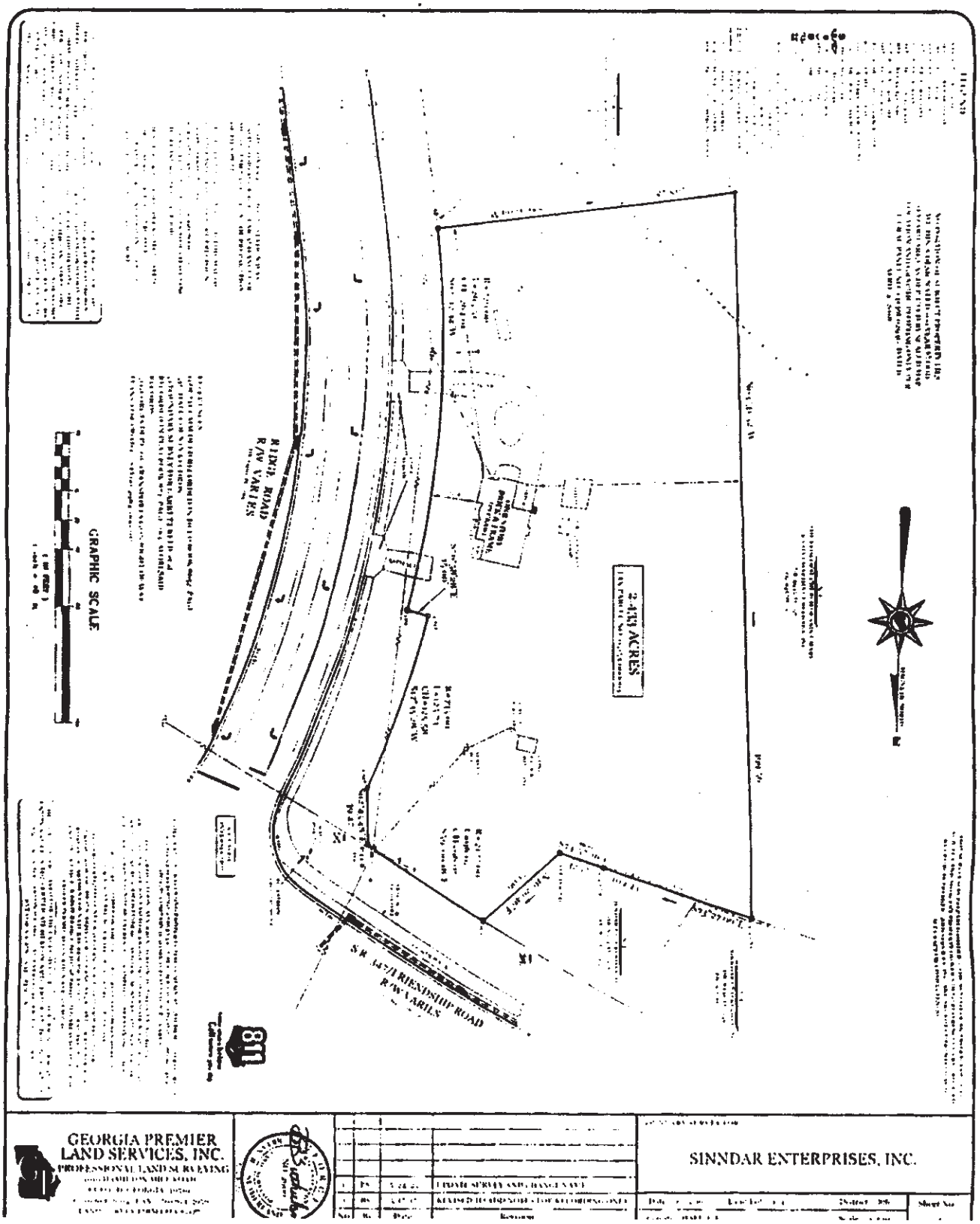
THENCE leaving said right of way and traveling on the property line common to The Episcopal Church of Saint Mary, et al. South 81 Degrees 11 Minutes 09 Seconds West for a distance of 208.28 feet to a point, said point marked by a ½ inch crimp top pipe found; THENCE continuing on said property line North 03 Degrees 31 Minutes 52 Seconds West for a distance of 499.56 feet to a point, said point marked by a ¾ inch crimp top pipe found; THENCE traveling on the property line common to Bradford W. Brown, et al. and Shirley B. Dove South 73 Degrees 27 Minutes 00 Seconds East for a distance of 109.43 feet to a point, said point marked by a ¾ inch crimp top pipe found; THENCE continuing on the property line common to Shirley B. Dove South 73 Degrees 57 Minutes 36 Seconds East for a distance of 12.17 feet to a point, said point marked by an Axle found; THENCE continuing on the property line common to Shirley B. Dove North 46 Degrees 29 Minutes 46 Seconds East for a distance of 71.06 feet to a point on the southerly right of way of Friendship Road (State Route No. 347 – right of way varies), said point marked by a ½ inch rebar pin set, THENCE along said right of way along a curve to the right having a radius of 2177.00 feet and an arc length of 96.02 feet being subtended by a chord bearing of South 59 Degrees 06 Minutes 18 Seconds East and a chord distance of 96.01 feet to a point, said point marked by a Concrete Monument Found, said point being THE TRUE POINT OF BEGINNING

Said property contains 2.453 Acres

This is the same property as described on plat of survey dated 12/5/2016 for Garrett, James and Stanly Reed by Brian Sutherland, RLS, recorded in plat book 847, page 284, Hall County, Georgia Records. The said plat and data contained thereon are incorporated herein by reference

4426

EXHIBIT "B"



SITE DATA SUMMARY:	HALL COUNTY		
OVERLAY DISTRICT:	GATEWAY CORRIDORS OVERLAY DISTRICT		
GROSS ACRES (EXISTING):	*3.671 ACRES		
ZONING (EXISTING):	AR3 & S-S	ZONING (PROPOSED):	PCD
PROPOSED BUILDINGS:	± 66,943 S.F. TOTAL		
SETBACKS			
FRONT YARD:	30' ALONG FRIENDSHIP RD & RIDGE RD		
SIDE YARD:	20'		
REAR YARD:	10'		
LANDSCAPE STRIP:	10'		
BUFFERS:	*10' AS SHOWN		

*VARIATIONS FROM CODE:
1) THE SITE MINIMUM ACRES FOR PCD ZONING TO BE REDUCED FROM 5 ACRES TO 3 ACRES.
2) THE MINIMUM LOT FRONTAGE FOR NEWLY CREATED LOTS ABUTTING A FOUR-LANE DIVIDED HIGHWAY TO BE REDUCED FROM 500' TO 400'.
3) THE 25' TRANSITIONAL BUFFER TO AR-III CHURCH PROPERTY TO BE REDUCED TO 10' GRADED AND REPLANTED BUFFER.

PARKING REQUIREMENTS:

3 SPACES PER SERVICE BAY + 1 SPACE PER EMPLOYEE (GAS STATION)
TOTAL PARKING REQUIRED = 10 BAYS X 3/BAY + 2 FOR EMPLOYEES = 32 SP.
(2 H/C SPACES REQUIRED)
1 SPACE PER 200 GFA (RETAIL)
TOTAL PARKING REQUIRED = 2,688 X 1/200 GFA = 14 SP.
(1 H/C SPACES REQUIRED)
1 SPACE PER 2 EMPLOYEES (WAREHOUSING)
TOTAL PARKING REQUIRED = 2 EMPLOYEES IN ONE OFFICE = 1 SP.
LOADING SPACES REQUIRED = 60,000 X 1/10,000 GFA = 6 SP.
(1 H/C SPACES REQUIRED)

MINIMUM PARKING SPACES REQUIRED =	53 SPACES
MAXIMUM PARKING (AT 125% OF MINIMUM) =	120 SPACES
TOTAL PARKING SPACES PROVIDED =	70 SPACES

PROPERTY ADDRESS
4396 FRIENDSHIP ROAD
HALL COUNTY, GA. 30519

UTILITIES
THE DEVELOPER SHALL BE RESPONSIBLE FOR ANY CONFLICTS WITH EXISTING UTILITIES.

PLAN NOTE
THIS PLAN IS CONCEPTUAL IN NATURE AND DOES NOT CONSTITUTE APPROVAL FOR CONSTRUCTION OR DEVELOPMENT. ADDITIONAL REGULATIONS SHALL APPLY PRIOR TO PERMIT ISSUANCE.

PLAN NOTE
PHASE I IS TO INCLUDE A CONVENIENCE STORE AND RETAIL USE. PHASE II IS TO INCLUDE SELF STORAGE USE.

PROPERTY OWNERS
PID: 08154 000005A
OWNER: SINDAR ENTERPRISES, INC.
PID: 08154 000005
OWNER: SINDAR ENTERPRISES, INC.
08154 000003
OWNER: SHEILA PEEVY REED

STORMWATER NOTE:
STORMWATER TO BE MANAGED ON-SITE.

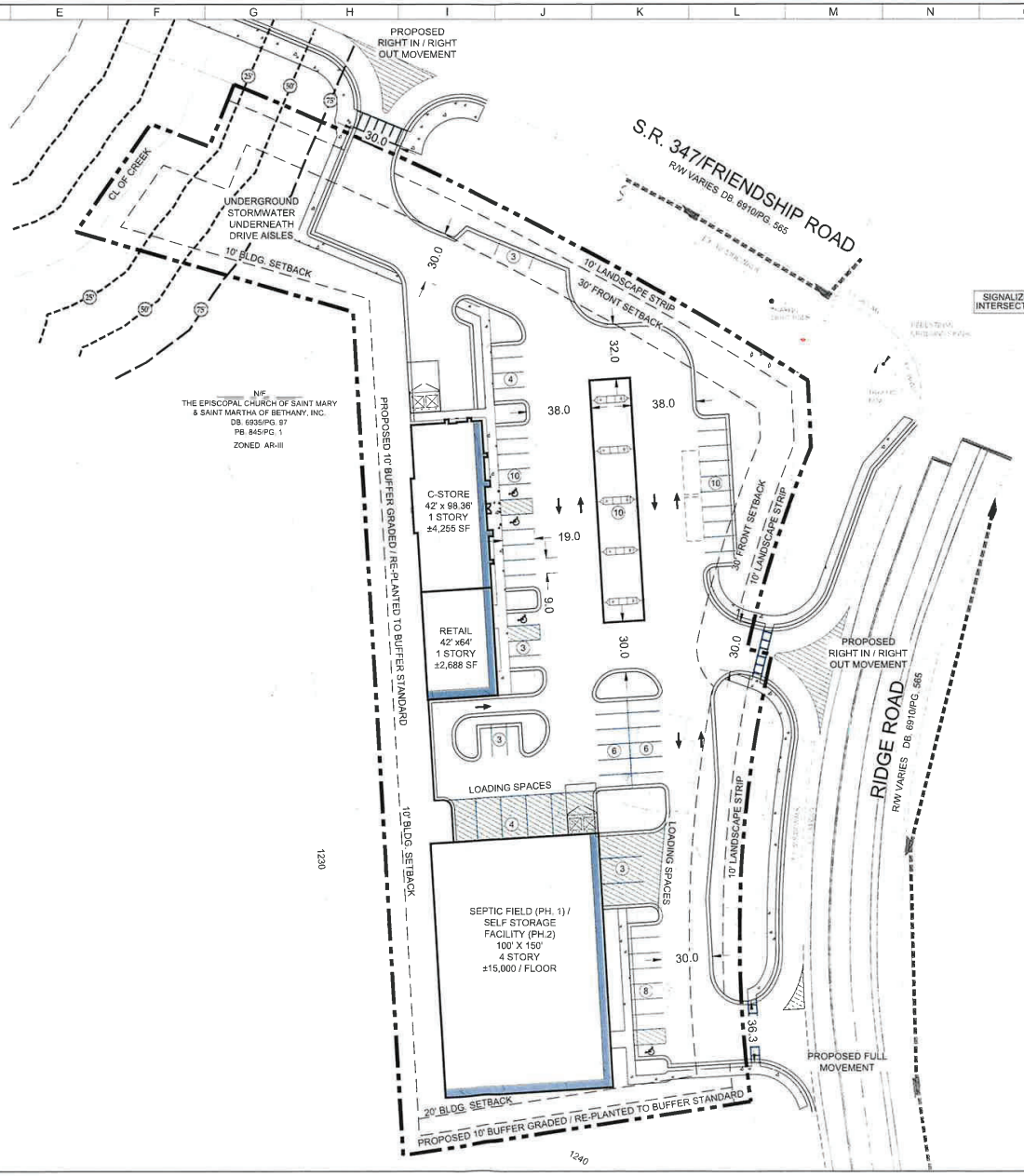
SEWER NOTE
SEWER TO BE CONNECTED TO THE SITE IN THE FUTURE FOR PHASE II.

WATER NOTE:
WATER PROVIDED BY HALL COUNTY

FEMA NOTE
NO PORTION OF THE PROPERTY IS LOCATED IN A FEMA FLOOD HAZARD AREA AS PER FEMA PANEL No. 13139C0260G DATED 04/04/2016

SITE KEY

(25) 25' STATE STREAM BUFFER
(50) 50' COUNTY STREAM BUFFER
(75) 75' IMPERVIOUS SETBACK



ALLIANCE
ENGINEERING • PLANNING • LAND SURVEYING
LANDSCAPE ARCHITECTURE
CIVIL ENGINEERING • LAND PLANNING • LANDSCAPE ARCHITECTURE • LAND SURVEYING
299 South Main St., Suite A | Alpharetta, GA 30009
770.225.4730 | www.cespll.com

Copyright 2021, Alliance Engineering & Planning Inc.
This material is the property of Alliance Engineering & Planning Inc. and is not to be reproduced, published or used in any way without permission. Alliance Engineering & Planning Inc. shall not be liable for any damages arising out of unauthorized use of this material.

NOT RELEASED FOR CONSTRUCTION

SURVEYING BY
XXX
PHONE: (XXX) XXX-XXXX
CONTACT: XXX XXXX

DEVELOPER
SINDAR ENTERPRISES, INC.
1837 DOVERHILL ROAD
LAWRENCEVILLE, GA 30045
24 HR CONTACT: KARIM ALY, 678-485-6199
KARIMALY2001@YAHOO.COM

Site Zoning Plan for
FRIENDSHIP & RIDGE ROAD
4396 FRIENDSHIP ROAD
L.L. 154 - DISTRICT 8TH
PARCEL #: 08000054, 000005, 000003

Orig. Issue	10.15.21
Designed by	bw
Checked by	bw
Project #	21278

NORTH

SCALE: 1" = 30'
0 30

ZONING PLAN

11.09.21

05.05.2025 - Item 3

HALL COUNTY
GEORGIA
*We have it **all** in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8288 | f: 770.531.3972

CHAIRMAN
Richard P. Higgins

Kathy L. Cooper, District 1
Billy Powell, District 2
Shelly Echols, District 3
Jeff Stowe, District 4

COUNTY ADMINISTRATOR
Jock A. Connell

ASSISTANT
COUNTY ADMINISTRATOR
Marty Nix

ASSISTANT
COUNTY ADMINISTRATOR
Zachary T. Propes

COUNTY CLERK
Lisa A. Ritchie

Hall County Government
BOARD OF COMMISSIONERS

February 16, 2022

SAAD Investments Inc.
c/o Alliance Engineering and Planning
299 S. Main Street, Suite A
Alpharetta, GA 30324

RE: **Application to Rezone**

To Whom It May Concern:

Please be advised that in its Meeting on February 10, 2022, the Hall County Board of Commissioners voted to approve the following item with the conditions listed.

Application of SAAD Investments Inc to rezone from Agricultural Residential-III (AR-III) and Suburban Shopping (S-S) to Planned Commercial Development (PCD) on a 3.05± acre tract located on the south side of Friendship Road at its intersection with Ridge Road; a.k.a. 4396 & 4382 Friendship Road & 4426 Ridge Road; Zoned AR-III and S-S; Tax Parcels 08154 000005A, 000005, & 000003. Proposed Use: convenience store with retail and self-storage facility. Commission District 1.

Conditions:

1. The development shall conform substantially with the proposed site plan and narrative, modified as necessary for compliance with current development standards at time of application.
2. Development shall be subject to all standards set forth by the Gateway Corridors Overlay District; no variances to these standards shall be approved.
3. Driveway placement and design shall be approved by the Georgia Department of Transportation (GDOT) and Hall County Engineering.
4. There shall be no outdoor storage.
5. All conditions of zoning be made a part of any plat recorded for this property.
6. A 10' buffer shall be granted on the western property line with an 8' wood opaque fence.
7. The buildings shall be no more than 3 stories above grade.
8. 10' foilage shall be along the back border of the property that abuts the Church with a 10' foilage on their side of the fence.

Please contact me if you have questions or if you require any additional information concerning this action of the Board.

Sincerely,

Lisa A. Ritchie
Hall County Commission Clerk

cc: Sheila Reed
2530 Thrasher Road
Buford, GA 30519

Mitch Peevy
6095 Atlanta Highway Suite 100
Flowery Branch, GA 30542

Srikanth Yamala, Interim Planning & Development Director

HALL COUNTY
GEORGIA
We have it all in Hall

Hall County Government
PUBLIC WORKS AND UTILITIES

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

DIRECTOR
Bill Nash, P.E.

ASSISTANT DIRECTOR
Jason Skarda, P.L.S.

ASSISTANT DIRECTOR
Bill King, P.E.

April 4, 2025

Terry Boomer
130 E Main St, Suite 204
Canton, GA 30114

Subject: Sanitary Sewer Letter of Availability
4426 Ridge Road
Parcel Id No.: 08154 000003
Buford , GA 30519

Dear Terry Boomer,

As per your request, Hall County has evaluated the provision of sewer service for the subject property. Please be advised that the subject property falls within the City of Buford's Sewer Service District as per House Bill 489.

Should the City be unable or unwilling to provide sewer service, Hall County has a sewer line within feasible connection distance from your property. However, in order for Hall County to provide sewer service to your property, the City of Buford will need to provide written authorization.

Please note that if your request to the City of Buford is approved, the connection to Hall County sewer will be subject to all applicable fees (including tap fee) and permits.

If you have any questions or need more information, please call the Hall County Public Works and Utilities Department at 770-531-6800.

Respectfully,

William (Bill) H. King III, P.E.

Outlook

Fw: Message from "RNP583879A882AC"

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Wed 4/23/2025 9:38 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Nick Swafford <NSwafford@gainesvillega.gov>
Sent: Wednesday, April 23, 2025 9:25:05 AM
To: Kristie Turner (Planning) <kturner@hallcounty.org>
Cc: Katie L. Greenway (CDI: Planning) <klgreenway@hallcounty.org>
Subject: Re: Message from "RNP583879A882AC"

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.

Hi Kristie,

Sorry for the delay. Yes I can confirm water availability for this address. Please let me know if you need anything further.

Thanks,

Nick Swafford
Permitting Services & GIS Manager
Gainesville Water Resources

From: Kristie Turner (Planning) <kturner@hallcounty.org>
Sent: Monday, April 21, 2025 11:41:04 AM
To: Nick Swafford <NSwafford@gainesvillega.gov>
Cc: Katie L. Greenway (CDI: Planning) <klgreenway@hallcounty.org>
Subject: [EXTERNAL] FW: Message from "RNP583879A882AC"

CAUTION:***This email originated from outside the City of Gainesville networks. Be aware of phishing, and remember CoG DoIT will never ask for your password or other personal information in email. Do not open up attachments or click on links unless you are absolutely sure it is legit and safe.. When in doubt, click the Phish Alert button or contact the CoG DoIT Help Desk***

Nick,

Happy Monday!

I am reaching out regarding an application we have for 4382 Friendship Road, submitted by Sinndar Enterprises/LJA , for a proposed commercial development. For your reference, I have attached the site plan and narrative. This project has previously received an availability letter in 2021, can you kindly confirm the current availability of water for this project?

Thank you!

Regards,

Kristie Turner
Principal Planner
Hall County Community Development and Infrastructure
(direct office) 770-531-6853
kturner@hallcounty.org

Kaitlyn Elliott (Planning)

From: Stevens, Henry K <HStevens@dot.ga.gov>
Sent: Thursday, March 13, 2025 4:25 PM
To: Kaitlyn Elliott (Planning); Beth Garmon (CDI: Planning)
Subject: RE: Tentative Packets for Hall County Planning Commission Meeting April 21, 2025

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 afternoon,

Please see the below comments in red for comments from GDOT.

Thanks,

Henry Stevens, E.I.T.
GDOT Civil Engineer 2
Georgia Department of Transportation
District 1 Traffic Operations- Gainesville
1475 Jesse Jewell Pkwy
Suite 100
Gainesville, GA, 30501
470.663.1807 cell

From: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Sent: Thursday, March 13, 2025 10:23 AM
Subject: Tentative Packets for Hall County Planning Commission Meeting April 21, 2025

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 21, 2025** Hall County Planning Commission Meeting. Please use the links to review the documents and respond with comments to Hall County Planning and Zoning. 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 20, 2025.** Email comments to Beth (bgarmon@hallcounty.org) and Kaitlyn (kelliott@hallcounty.org).

CALL TO ORDER

AGENDA REVIEW

APPROVAL OF MINUTES –April 7, 2025

NEW BUSINESS

1. **5184 Cool Springs Road | Variance** | Section 3.2 to reduce the minimum yards | on an 8.23± acre tract located on the north side of Cool Springs Road approximately 420 feet from its intersection with Willie Robinson Road | Zoned AR-1; Tax Parcel 10027 000005 (pt.) | **Proposed Use: Accessory structure** | * Commission District 2 | **Clinton Kyle Cato, applicant** **GDOT COORDINATION NOT REQUIRED**

2. **6156 Lake Lanier Heights Road | Variance** | Section 4.2 to reduce the minimum yards | on a 0.33± acre tract located on the west side of Lake Lanier Heights Road approximately 100 feet from its intersection with Lake Lanier Heights Road | Zoned V-C; Tax Parcel 07353 001031 | **Proposed Use: Attached garage** | * Commission District 2 | **Edward Reed Farnen, applicant** **GDOT COORDINATION NOT REQUIRED**

3. **3505 Kubota Way | Variance to Section 8.6** | Sign standards | on a 21.61± acre portion of the tract located on the southwest side of Kubota Way at its intersection with Gateway Centre Parkway | Zoned I-1 and I-2 (GCOD); Tax Parcel 15019 000168 | **Proposed Use: Commercial signage** | * Commission District 3 | **Anchor Sign, Inc., applicant** **GDOT COORDINATION REQUIRED**

4. **0 McKinzey Lane | Special Use** | Subdivision, minor | on a 5.73± acre tract located on the northwest side of McKinzey Lane approximately 303 feet from its intersection with Stephens Road | Zoned V-C; Tax Parcel 08089 001019A | **Proposed Use: 6-lot subdivision** | ** Commission District 2 | **Garry L. English, applicant** **GDOT COORDINATION NOT REQUIRED**

5. **4396 & 4382 Friendship Road & 4436 Ridge Road | Special use** | to amend conditions of zoning | on a combined 3.07± acre tract located on the south side of Friendship Road at its intersection with Ridge Road | Zoned PCD (GCOD); Tax Parcels 08154 000005A, 000005, & 000003 | **Proposed Use: Convenience store with retail and self-storage** | ** Commission District 1 | **Sinndar Enterprises, Inc., applicant** **GDOT COORDINATION REQUIRED**

6. **(A) 2905 McEver Road | Special use** | to amend conditions of zoning in GCOD | on a 1.00± acre tract located on the south side of McEver Road approximately 826 feet from its intersection with Green Road | Zoned H-B; Tax Parcel 07300 000003A | **Proposed Use: Expansion of vehicle sales and vehicle repair, major** | ** Commission District 2 | **Fady Hanna, applicant** **GDOT COORDINATION REQUIRED**

   (B) 2905 McEver Road | Variance to section 6.2 | Gateway Corridor Overlay District (GCOD) | on a 1.00± acre tract located on the south side of McEver Road approximately 826 feet from its intersection with Green Road | Zoned H-B; Tax Parcel 07300 000003A | **Proposed Use: Gravel parking** | ** Commission District 2 | **Fady Hanna, applicant** **GDOT COORDINATION REQUIRED**

*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 22, 2025,** 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 22, 2025. 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,

Kaitlyn Elliott
Planning Commission Clerk

Kaitlyn Elliott (Planning)

From: Emily McGahee (Environmental Health)
Sent: Thursday, March 20, 2025 8:10 AM
To: Katie L. Greenway (CDI: Planning); Kaitlyn Elliott (Planning); Beth Garmon (CDI: Planning)
Cc: Kelly Hairston (Environmental Health); Chad Harper (Environmental Health)
Subject: HCPC Tentative Agenda 4.21.25

Please find Environmental Health comments below:

Item 1, 5184 Cool Springs Rd, Cato: No comment.

Item 2, 6156 Lake Lanier Heights Rd, Farnen: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system.

Item 3, 3505 Kubota Way, Anchor Sign: No comment.

Item 4, 0 McKinzey Lane, English: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. Please note that Zoning approval does not imply approval from other county departments. Further determination will be made during the plat review process. All proposed plats must be submitted to the Hall County Plat Review Team for review and approval prior to submittal to Clerk of Courts for recordation.

Item 5, 4396/4382 Friendship Rd/4436 Ridge Road: Public sewer. Any abandoned well shall be properly closed as per Water Well Standards Act. Any abandoned septic tank shall be pumped by a State certified pumper/hauler and crushed/filled.

Items 6A/B, 2905 McEver Rd, Hanna: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation/modification may be required after review of business plan. Please note that Zoning approval does not imply approval from other county departments.

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)

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

PUBLIC WORKS AND
UTILITIES DIRECTOR
Bill Nash, P.E.

Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

MEMORANDUM

To: Beth Garmon, Director of Planning and Zoning

From: Bill Nash, Director of Public Works and Utilities

Date: March 21, 2025

Subject: April 21, 2025 - Hall County Planning Commission Agenda

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the April 21, 2025 meeting. Upon review, we provide the following comments.

NEW BUSINESS

1. 5184 Cool Springs Road | Variance | Section 3.2 to reduce the minimum yards | on an 8.23± acre tract located on the north side of Cool Springs Road approximately 420 feet from its intersection with Willie Robinson Road | Zoned AR-1; Tax Parcel 10027 000005 (pt.) | **Proposed Use: Accessory structure** | * Commission District 2 | **Clinton Kyle Cato, applicant**

a. **Engineering:** No comment

b. **Traffic:** No comment
c. **Utilities:** No comment

2. 6156 Lake Lanier Heights Road | Variance | Section 4.2 to reduce the minimum yards | on a 0.33± acre tract located on the west side of Lake Lanier Heights Road approximately 100 feet from its intersection with Lake Lanier Heights Road | Zoned V-C; Tax Parcel 07353 001031 | **Proposed Use: Attached garage** | * Commission District 2 | **Edward Reed Farnen, applicant**

a. **Engineering:** No comment
b. **Traffic:** No comment
c. **Utilities:** Buford sewer service area

3. 3505 Kubota Way | Variance to Section 8.6 | Sign standards | on a 21.61± acre portion of the tract located on the southwest side of Kubota Way at its intersection with Gateway Centre Parkway | Zoned I-1 and I-2 (GCOD);

Tax Parcel 15019 000168 | **Proposed Use: Commercial signage** | * Commission District 3 | **Anchor Sign, Inc., applicant**

a. **Engineering:** No comment
b. **Traffic:** No comment
c. **Utilities:** Hall County sewer is onsite and available for connection

4. **0 McKinzey Lane** | **Special Use** | Subdivision, minor | on a 5.73± acre tract located on the northwest side of McKinzey Lane approximately 303 feet from its intersection with Stephens Road | Zoned V-C; Tax Parcel 08089 001019A | **Proposed Use: 6-lot subdivision** | ** Commission District 2 | **Garry L. English, applicant**

a. **Engineering:** Show stream buffer and impervious setback from wrested vegetation not centerline of stream
Further subdivisions of these lots will result in the necessity of a stormwater management plan if the total number of lots reaches more than 6.
b. **Traffic:** No comment
c. **Utilities:** Flowery Branch sewer area

5. **4396 & 4382 Friendship Road & 4436 Ridge Road | Special use** | to amend conditions of zoning | on a combined 3.07± acre tract located on the south side of Friendship Road at its intersection with Ridge Road | Zoned PCD (GCOD); Tax Parcels 08154 000005A, 000005, & 000003 | **Proposed Use: Convenience store with retail and self-storage** | ** Commission District 1 | **Sinndar Enterprises, Inc., applicant**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
Show stream buffer and impervious setback from wrested vegetation not centerline of stream
b. **Traffic:** No comment
c. **Utilities:** Buford sewer service area

6. **(A) 2905 McEver Road | Special use** | to amend conditions of zoning in GCOD | on a 1.00± acre tract located on the south side of McEver Road approximately 826 feet from its intersection with Green Road | Zoned H-B; Tax Parcel 07300 000003A | **Proposed Use: Expansion of vehicle sales and vehicle repair, major** | ** Commission District 2 | **Fady Hanna, applicant**

(B) 2905 McEver Road | Variance to section 6.2 | Gateway Corridor Overlay District (GCOD) | on a 1.00± acre tract located on the south side of McEver Road approximately 826 feet from its intersection with Green Road | Zoned H-B; Tax Parcel 07300 000003A | **Proposed Use: Gravel parking** | ** Commission District 2 | **Fady Hanna, applicant**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
b. **Traffic:** Any driveway modifications necessary will require permitting/approval through the City of Buford
c. **Utilities:** Buford sewer service area

Kaitlyn Elliott (Planning)

From: John Hornick (Fire Services)
Sent: Tuesday, March 18, 2025 3:59 PM
To: Beth Garmon (CDI: Planning)
Cc: Kaitlyn Elliott (Planning)
Subject: Fire Comment

Monday, April 21, 2025 Hall County Planning Commission Meeting

1. **4396 & 4382 Friendship Road & 4436 Ridge Road | Special use |** to amend conditions of zoning | on a combined 3.07± acre tract located on the south side of Friendship Road at its intersection with Ridge Road | Zoned PCD (GCOD); Tax Parcels 08154 000005A, 000005, & 000003 | **Proposed Use: Convenience store with retail and self-storage |** ** Commission District 1 | **Sinndar Enterprises, Inc., applicant**

If approved the plan may require modifications during the development review process.

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

April 25, 2025

Beth Garmon
Hall County Planning and Zoning Director
2875 Browns Bridge Rd
Gainesville, GA 30504

RE: Sinndar Enterprises, Inc. (Tax Parcels 08154 000003, 08154 000005, and 08154 000005A)

Dear Ms. Garmon,

As Commissioner Cooper and Hall County are aware, we have been working cooperatively with the Hall County Engineering Dept. and the City of Buford for over a year now to bring a mix of commercial and residential uses to our site (under other zoning classifications per Buford zoning ordinance).

The prior Hall County Code of Ordinances applicable to their PCD zoning and the new UDC now applicable to their Special Use permit and variance requests were both intended to promote efficient traffic flow and connectivity between adjacent commercial properties.

After years of effort, in the first quarter of 2025, (a) an IGA with Buford for Ridge Road Sewer was approved enabling bSide to move forward with Hall County on our development pursuit (Tax Parcel 08154 000016) and (b) Scott Puckett's DRI was approved across Ridge Rd. (Tax Parcel 08154 000017) from the Applicant's property. I would therefore like to respectfully request that the Hall County Staff & Board consider the following during their evaluation of the Sinndar project to ensure cohesive development and infrastructure efficiency in the area:

A) Driveway Access

It is well understood by the County that any final design must include GDOT approval, but the Applicant believes that because he has old curb cuts, he can move and expand those cuts as they wish on the assumption that such design will be acceptable by GDOT under current standards. According to GDOT, "The driveway that goes in will need to be joint use between all users. The required GDOT standards would not allow additional driveways so close to each other. In the permit process we will ask for joint use agreements for that reason."

GDOT requires a full/final site layout to issue a permit, so I think it would be misleading to Sinndar to approve a rezoning, permit, or variance that already would not be permissable by the Georgia DOT and thus would fail to meet zoning ***Condition #3*** (all are attached as Exhibit "A" for the County's convenience). Therefore, with the intent of adding clarity to any zoning or variance approval granted, any new permit or variance should include the condition that states, "Access onto Ridge Rd. shall not allow a second access point without that driveway being designed and approved for joint access between the Applicant and their adjoining parcel owners."

B) Inter-Parcel Connectivity

We urge the Commission to leverage the opportunity to require inter-parcel connectivity between the Sinndar development and our neighboring development. A shared entrance would not only enhance traffic flow and safety but also align with best practices in civil design by promoting integrated development. Such connectivity facilitates better access for emergency services and can reduce the need for additional curb cuts on public roads.

Mixed-Use Developments ***(Sec. 5.4.5.F "Inter-parcel Access"): When an adjacent nonresidential property is in a natural or undeveloped state, a future inter-parcel connection should be provided with a driveway or road stub-out and appropriate easements.***

Gateway Corridor Overlay Districts ***(6.2.5.E "Inter-parcel Access"): Inter-parcel access, joint driveways, cross access drives and access easements for non-residential development that abuts other non-residential development should be provided.***

We request that the requirements within these standards be applied between their multiple-use PDC and our adjacent nonresidential property. Their zoning ***Condition #2*** specifically prohibits the approval of any variances to these GCOD standards.

Their concept of a septic field for Phase I was hatched in their 2021 design because there was no sewer line to connect to. Now that this has been installed by Hall County, the Applicant is expected to be released from the City of Buford Sewer District and they have already expressed their intent in their original rezoning to then pursue a Self-Storage facility. Whether that is a part of an initial development phase or future phase, inter-parcel connectivity should not disregard this future development pad.

C) Shared Infrastructure Costs for Ridge Road Sewer Crossing

Assuming another successful IGA is achieved with the City of Buford for the Sinndar property as it was for our site, both our project and the Sinndar development will necessitate sewer line crossings under Ridge Road. To optimize resources and minimize disruption, we propose a coordinated approach wherein both parties share the costs and logistics of a single crossing. This collaboration would prevent redundant construction, reduce traffic disturbances, and exemplify responsible infrastructure planning.

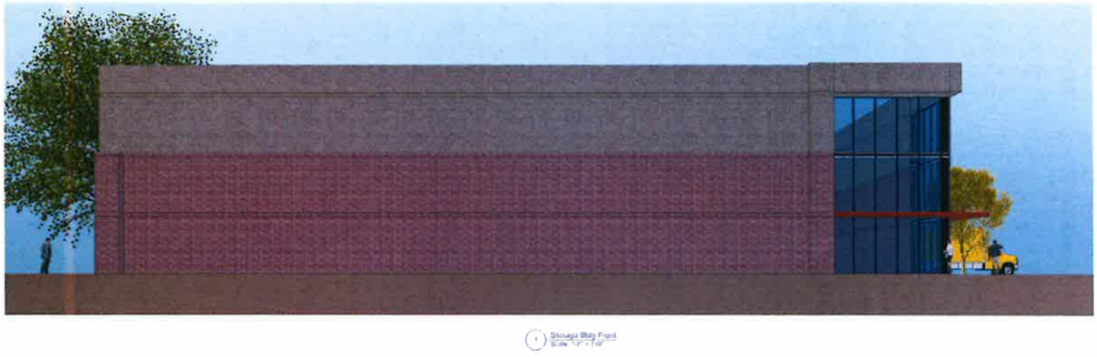
D) Compliance with Setback Requirements

When zoning was granted in 2022 for this property to become a PCD, this was approved despite the fact that the property was 40% below the minimum acreage for a PCD. They were also approved to reduce their setbacks from 25' to 10'. They did not receive a special use permit at that time, so we'd request that the transitional buffer be enhanced with 2.5" minimum caliper trees on our side of their fence further to insulate us from their PCD. Additionally, we request that no drive-thru or other vehicular access be allowed between their buildings and the fence they must install as this would be substantially different than their proposed site plan and thus fail to meet their zoning ***Condition #1***. And while the UDC may only require a 6' privacy fence, the PCD zoning specifically included an 8' fence as a condition of their approval. We ask that this ***Condition #6*** fence requirement remain. Lastly, while they were granted PCD zoning approval, the special use that they are requesting to be able to add in place of their Phase I septic field is a self-storage building, which is included in Sec. 7.6 (Industrial Uses) and Sec. 8 (Site Development Standards) of the UDC under the Industrial Uses section. If this were not originally zoned PCD and it had a light-industrial zoning, the setback would not only go from 10' to the PCD required 25'

but to the Industrial required 50'. For that reason, on this part of the property, we'd ask that a 50' transitional buffer be required on the west side which will abut our future residential development.

E) Height Restriction

Condition #7 of their PCD zoning approval states that the buildings shall be no more than 3 stories above grade. I would note that the site plan that accompanied their amended zoning application specified a future self-storage building containing 45,000 SF of storage with a 15,000 SF footprint shown as 3 stories. While travelers of Ridge Rd on the front may only see 3 stories, the residents backing up to this storage facility may see 4 stories if the Applicant later decides to fit the 45,000 SF into a smaller footprint by going higher on the back side. There is also no definition in the UDC for how big a "story" is. We would request that no building exceed 36 feet from any grade (not just front) including the decorative parapet needed to screen rooftop equipment from the future residential use. Below is the building presented in their PCD rezoning application package and their Special Use Permit application, which reflects no basement story to this building. Prior to any Board of Commissioners approval, we'd request renderings/elevations for all 4 sides.



F) Hours of Operation

Given the residential development needed so badly for this east side of 985 growth along Friendship Road, we would request that the commercial operations be limited to 10pm. If the gas station and convenience store are allowed to stay open until midnight, then we'd specifically request that the self-storage be inaccessible by its customers after 10pm, which is customary in the self-storage industry.

We are committed to working collaboratively with the County and neighboring developments to foster a well-planned and sustainable community and hope that some foresight towards our future likely use and zoning is considered when granting variances to Sinndar Enterprises (or SAAD). Please feel free to contact me if you wish to discuss these matters in more detail.

Respectfully,

Stephen Klee
(770) 652-5103
bSide Oakwood, LLC

SITE DATA

GROSS ACREAGE: 20.85 AC.
PROPOSED ZONING AND USES:

- ZONING: C-2 (+/- 7.15 ACRES)
  - SINGLE STORY RETAIL A: 9,000 S.F. WITH 45 SPACES
  - SINGLE STORY RETAIL B: 10,000 S.F. WITH 50 SPACES
  - SINGLE STORY RETAIL C: 7,500 S.F. WITH 38 SPACES
  - SINGLE STORY RETAIL D: 7,500 S.F. WITH 38 SPACES
  - TWO STORY MEDICAL OFFICE: 42,000 S.F. @ 21,000 S.F. / FLOOR WITH 148 SPACES
- ZONING: O-I (+/- 10.28 ACRES)
  - 3/4 SPLIT INDEPENDENT LIVING: 192,150 S.F. @ 54,900 S.F. / FLOOR
    249 SPACES / 1.5 UNITS PER SPACE = 166 DWELLING UNITS MAX.
- ZONING: P (3.42 ACRES)
  -THREE STORY ASSISTED LIVING: 71,000 S.F. @ 23,700 S.F. / FLOOR
    96 SPACES * 2 BEDS PER SPACE = 192 BEDS MAX.

PARKING REQUIREMENTS:

- RETAIL BUSINESS: 5 SPACES FOR EACH 1,000 SF OF GROSS FLOOR AREA
- OFFICE: 1 SPACE FOR 300 SF OF GROSS FLOOR AREA
- HOSPITALS, NURSING HOMES AND SIMILAR INSTITUTIONS: 1 SPACE FOR EACH 2 BEDS
- RESIDENCES: VARIANCE REQUEST TO 1.5 SPACES PER DWELLING UNIT

SETBACKS:

FRONT:	20' (SEE VARIANCE TABLE)
SIDE:	10'
REAR:	40'

MAXIMUM HEIGHT: COMMERCIAL: 10 STORIES
OFFICE: 3 STORIES
RESIDENTIAL: 40'
PUBLIC: 3 STORIES

VARIANCES:
1.) REDUCE RESIDENCE PARKING FROM TWO (2) SPACES PER UNIT TO ONE AND A HALF (1.5) SPACES PER UNIT.

2.) REDUCE THE FRONT SETBACK ALONG RIDGE ROAD FROM 50' TO 20'

3.) REDUCE THE 75' IMPERVIOUS SETBACK SHOWN TO 0'

LEGEND:

- (25') 25' STATE STREAM BUFFER
- (50') 50' STREAM BUFFER
- (75') 75' IMPERVIOUS SETBACK (VARIANCE TO REDUCE TO 0')
- (W) WETLAND (POTENTIALLY ISOLATED)
- (SWM) PROPOSED STORMWATER MANAGEMENT
- (SM) EXISTING STORMWATER MANAGEMENT
- (MK) MAIL KIOSK
- (CT) COURTYARD
- (MT) MAINTENANCE BUILDING
- (DM) DUMPSTERS

Sinndar proposed entrance

Makes more sense

bSide proposed entrance

NOT RELEASED FOR CONSTRUCTION

LJA ENGINEERING
299 S. MAIN STREET
ALPHARETTA, GA 30009
770-225-4730

bSide Partners
4640 VALAIS COURT, SUITE 210
JOHNS CREEK, GA 30022

CONCEPT PLAN FOR
SAINT MARY & SAINT MARTHA TRACT
0 RIDGE ROAD
PARCEL # 08154 000016

NORTH

SCALE: 1"= 60'

PROJECT NUMBER
GA4119-2401

SHEET TITLE
CONCEPT PLAN

SHEET NUMBER
9.5.24

Outlook

Sinndar Enterprises, Inc.

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Wed 4/30/2025 1:49 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Stephen Klee <stephen@bsidepartners.com>
Sent: Tuesday, April 29, 2025 5:17 PM
To: Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>
Subject: RE: Sinndar Enterprises, Inc.

Please confirm you received the attached letter as well.

Also, maybe this Condition below from the 1560 Pine Valley recommendation might be worth considering?...

8. There shall be a 30 foot buffer along the boundary adjacent to parcel 09124 000042B with the first 20 feet along the property line being undisturbed and the remaining 10 feet being a planted evergreen buffer. Final review of the landscape plan shall be subject to the approval of the Assistant Director of Planning and Development or their designee.

From: Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>
Sent: Tuesday, April 29, 2025 10:34 AM
To: Stephen Klee <stephen@bsidepartners.com>
Cc: Kathy Cooper (County Commissioner) <kcooper@hallcounty.org>
Subject: RE: Sinndar Enterprises, Inc.

Good morning, Stephen.

Thank you for your email. This request is scheduled to go before the Planning Commissioners on Monday, May 5th and I will make sure that your comments get to them today so that they can review. Your comments will also be added to the zoning application file and forwarded to the Board of Commissioners in advance of their final action on Thursday, June 12.

Please let me know if you have any other questions.

Thank you,
Beth Garmon

Beth Garmon
Director of Planning and Zoning
Hall County Community Development and Infrastructure
(office) 770-531-6809
(direct) 770-297-2626
bgarmon@hallcounty.org

All **ZONING, PLAT**, and **BUILDING PERMIT** submittals may be submitted online through Accela. Plat inquiries may be submitted to plats@hallcounty.org. Zoning and general inquiries may be submitted to planning@hallcounty.org.

HALL COUNTY
GEORGIA
*We have it **all** in Hall*

From: Stephen Klee <stephen@bsidepartners.com>
Sent: Monday, April 28, 2025 9:00 PM
To: Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>
Cc: Kathy Cooper (County Commissioner) <kcooper@hallcounty.org>
Subject: Sinndar Enterprises, Inc.

Some people who received this message don't often get email from stephen@bsidepartners.com. Learn why this is important

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.

Beth -

I'd be happy to meet on Teams or in person to clarify any of this for you. The summary of my attached letter is as follows:

- **COLLABORATIVE DESIGN** – If you approve this Special Use permit and variance, Sinndar will never be able to get GDOT Aprroval for their two driveways on Ridge Rd. LJA designed a proposed entrance that would accommodate **a shared entrance** and **inter-parcel connectivity** with our parcel. But Karim Aly rejected that design

concept from LJA, who is both his Civil Engineer and bSide's as well. In other Corridor Overlay Districts we've permitted, if any part of that property is in a COD, then those design standards apply to their entire property. It certainly should on a small 3-acre site.

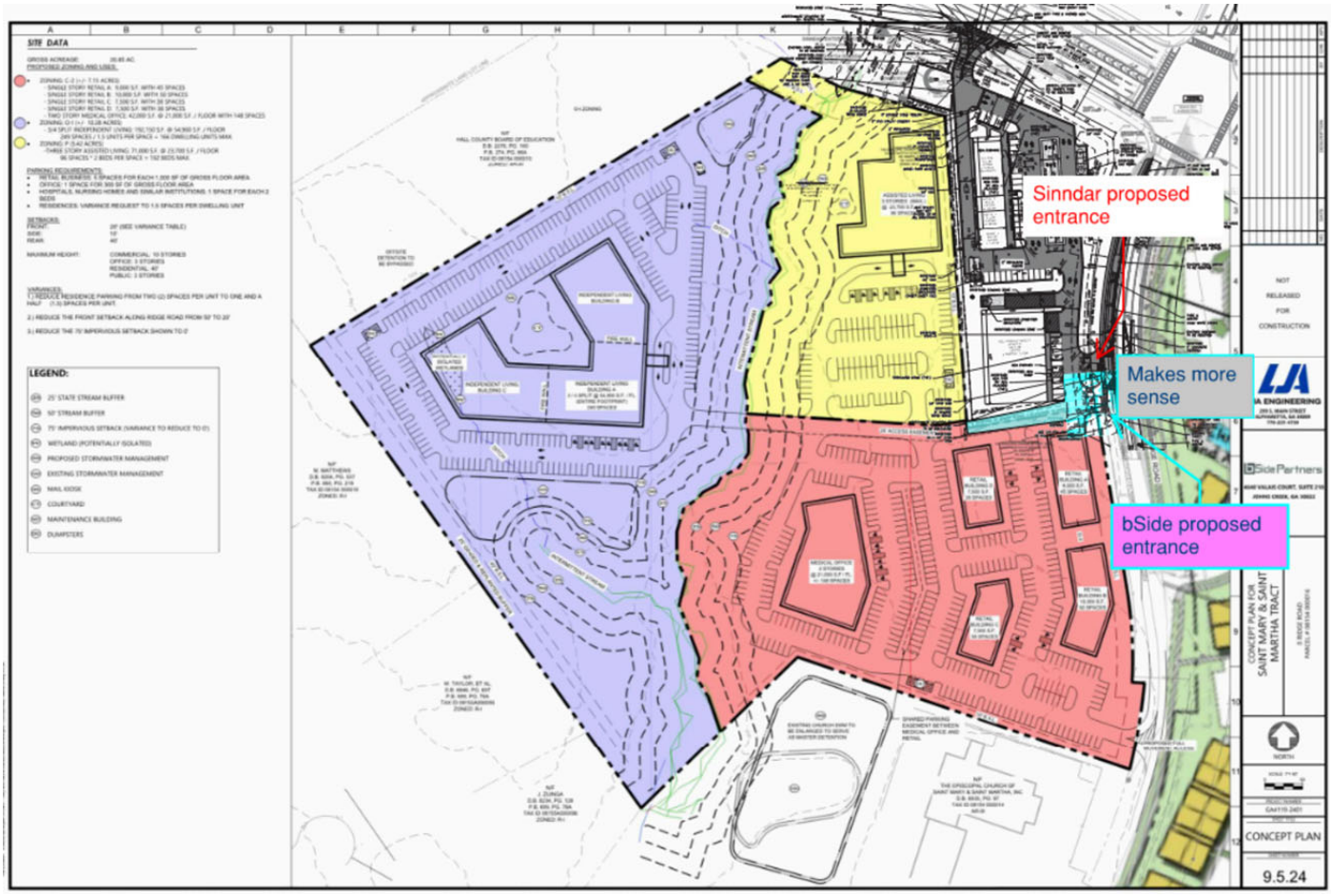
- **SEWER CONNECTION** – The applicant is proposing to have his deal approved as if it will include a septic field. With the IGA now forthcoming, he will want and need and the County should expect and insist that he become a Hall County Sewer customer. So, therefore, he should be required to join us in crossing Ridge Road ONCE, rather than Twice. No reason to have a sewer crossing that close to Friendship Rd when he can cross with us.

- **SETBACKS** – The variances granted to allow for his PCD approval did NOT include a drive behind his building and abutting our future residents. That's a NEW Add and for a site this size is substantially different than the one that got them rezoned. We would strongly oppose this.

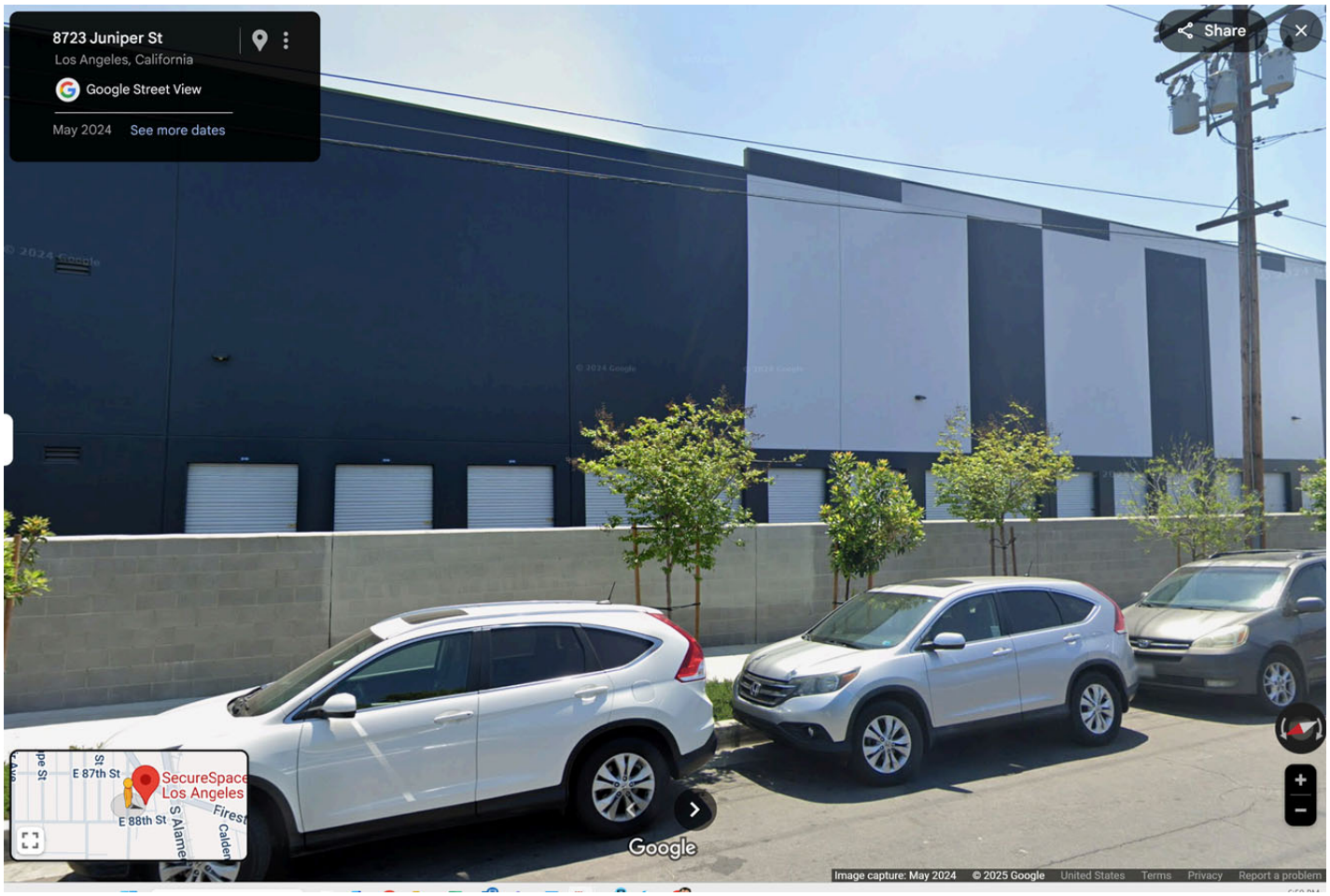
- **BLDG HEIGHT** – The pictures below give a more realistic perspective. That's what a 3-story self-storage facility looks like with a 30' building setback. Those roll-up doors are 7-ft. high and the height of the storage units on each floor is only 8-feet tall, yet the building is 42'-44' high. Please set restrictions on height. Allowed height should be less than normal given their reduction in setback. This building will be towering over us and the tiny 10' Buffer variance they were granted. With no definition of how tall a "Story" is in the UDC, I'd request a 36' height limit from ANY grade, not just the Ridge Rd. facing side. Just because they have offered to reduce from 4 stories to 3 stories doesn't mean the 4 story request was ever even in the neighborhood of reasonable.

  Note that our residents will be faced with tallest side of the building with a small setback and replanted buffer and zero undisturbed buffer, whereas Keith Cook's recently approved deal off had the shortest side (only 21' high) facing the neighbors and left 50' of replanted space between his townhomes and his self-storage building at 1586 Pine Valley Rd.

- **HOURS of OPERATION** – Already proposed to extend to Midnight at the C-Store and (**Unknown**) Retail, do we also have to accept having Self-Storage open until Midnight?



SELF STORAGE


8723 Juniper St
Los Angeles, California
Google Street View
May 2024
See more dates
Share
E 87th St
SecureSpace
Los Angeles
E 88th St
Google
Image capture: May 2024
© 2025 Google
United States
Terms
Privacy
Report a problem

8726
VILLEGAS
POWDER COATING
Juniper St
30 ft
Fifo's Body Shop
Juniper St
SecureSpace Self Stor
Los Angeles Firestone
Google My Maps

ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY
APPLICANT: SINNDAR ENTERPRISES, INC
REQUEST: SPECIAL USE TO AMEND CONDITIONS OF ZONING FOR CONVENIENCE STORE WITH RETAIL AND SEIF-STORAGE
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: May 5, 2025
Time: 5:15 P.M.
&
COUNTY COMMISSION
Date: June 12, 2025
Time: 6:00 P.M.
HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA
FOR MORE INFORMATION CALL: (770) 531-6809

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503
t: 770-531-6809 I f: 770-531-3902

HALL COUNTY
GEORGIA
We have it all in Hall

PUBLIC NOTICE REQUIREMENTS

Zoning regulations require that public notice must be given prior to all zoning hearings as follows:

1. The Planning Department shall publish a legal advertisement no less than fifteen (15) days and no more than forty-five (45) days prior to the public hearing.

2. The Planning Department shall send notification by letter of all other property owners within a 500-foot radius of the applicant's property is standard administrative policy of the Planning Department.

3. The applicant/property owner shall place the public notice sign in a conspicuous location on the property not less than fifteen (15) days and not more than forty-five (45) days prior to the public hearing.

The Planning Department shall post the legal advertisement and notify property owners within a 500ft radius to the subject property.

The applicant is required to post the public notice sign not less than fifteen (15) days and not more than forty-five (45) days prior to the public hearing. A photo of the sign placed at the location is required and must be sent to the Planning Department.

Multiple sign postings on a site may be required as determined by the Planning Department. The sign must be in a location where it is clearly visible from the roadway. The sign cannot be obstructed in any manner, placed too far from the road, or placed in such manner as would cause it to blend into the landscape.

Should you find the sign missing or vandalized in any manner, contact the Planning Department for a replacement sign. When the proceeding is complete and final Board action has occurred, the sign shall then be removed from the property by the applicant.

THE ZONING SIGN MUST BE POSTED NO EARLIER THAN MAR 14, 2025 AND NO LATER THAN MAR 23, 2025.

THE ORGINAL SIGNED AFFIDAVIT MUST BE AND RETURNED TO THE PLANNING DEPARTMENT NO LATER THAN MAR 23, 2025 ALONG WITH A MINIMUM OF ONE PHOTO SHOWING THE SIGN POSTED AT THE SUBJECT PROPERTY.

Failure to comply will result in a delay of the application.

AFFIDAVIT

By my signature, I, Tyler Lasser (Please Print Name)**, hereby acknowledge that I have read and understand the sign posting requirements. I further certify that the required public notice sign was posted on** 3.21.25 (Date) **for** Sinndar Enterprises (Name application filed as)**.**

Signature Tyler Lasser

(The original document is required)

AGENDA ITEM

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

REPORT TO: **Work Session (06/09/25)**

REPORT TO: **Voting Meeting (06/12/25)**

ITEM NO: 305/2025

SUBJECT: **5707 Holiday Road | Amend Conditions of Zoning |** on a 3.04± acre tract located on the northeast side of Holiday Road approximately 194 feet from its intersection with Bethlehem Church Road | Zoned I-1; Tax Parcel 07329 001003 | **Proposed use: Vehicle sales, vehicle repair, and truck yard** | Commission District 2 | **Ayoub Botrus, applicant**

Meetings:

Work Session Date: 06/09/25 **Voting Meeting Date:** 06/12/25

Executive Summary:

Presenter: BG

Recommendation:

Approval, with conditions

1. The property shall be developed in accordance with the site plan revised April 28, 2025, and as described in the revised project narrative dated April 28, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. The property shall be used for vehicle sales and vehicle repair only.
3. The property is not approved for any rental of parking spaces, including those to be leased for truck parking.
4. Customer, employee, and vehicle repair parking shall be provided as required by the Unified Development Code of Hall County per Table 8.1.1.
5. The sales lot shall be limited to 141 parking spaces, with 26 spaces reserved for customer and employee parking.
6. Access to the development shall be approved by the Hall County Engineering Department and all traffic engineering standards shall be met. The developer shall be responsible for all associated costs of improvements necessary for the development.
7. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Official Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to Environmental Health, the Fire Marshal, and Hall County Engineering.
8. All conditions of zoning shall be made part of any plats created for the property.

Purpose of Request: **History:**

5707 Holiday Road | Amend Conditions of Zoning | on a 3.04± acre tract located on the northeast side of Holiday Road approximately 194 feet from its intersection with Bethlehem Church Road | Zoned I-1; Tax Parcel 07329 001003 | **Proposed use: Vehicle sales, vehicle repair, and truck yard** | Commission District 2 | **Ayoub Botrus, 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
KE	BG	WLI	CR
Clerk			
JR			

Attachments:
Board Memo
Recommendation Report
Application
Narrative
Site Plan
Plat
Maps
Deed
DRI
Environmental Health Comments
GDOT Comments
Public Works Comments
Fire Comments
Public Comments
Notice Sign

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

PLANNING AND ZONING
DIRECTOR
Beth Garmon

Hall County Government
PLANNING AND ZONING

To: David Gibbs, Chairman
Kathy Cooper, District 1 Commissioner
Billy Powell, District 2 Commissioner
Gregg Poole, District 3 Commissioner
Jeff Stowe, District 4 Commissioner

From: Beth Garmon, Director of Planning & Zoning

Date: May 27, 2025

Subject: **5707 Holiday Road | Amend conditions of zoning |** on a 3.04± acre tract| Zoned I-1; Tax Parcel 07329 001003 **| Proposed use: Vehicle sales, vehicle repair, and truck yard| Ayoub Botrus, applicant**

The request before you is from Ayoub Botrus to amend the conditions of zoning for vehicle sales and vehicle repair. This item is located within Commission District 2.

At their May 5, 2025 meeting, the Hall County Planning Commission voted to recommend **approval, with eight (8) conditions (5-0).**

Staff recommendation: **Approval, with conditions,** as the request is consistent with permitted uses in the Light Industrial zoning district.

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 property shall be developed in accordance with the site plan revised April 28, 2025, and as described in the revised project narrative dated April 28, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. The property shall be used for vehicle sales and vehicle repair only.
3. The property is not approved for any rental of parking spaces, including those to be leased for truck parking.
4. Customer, employee, and vehicle repair parking shall be provided as required by the Unified Development Code of Hall County per Table 8.1.1.
5. The sales lot shall be limited to 141 parking spaces, with 26 spaces reserved for customer and employee parking.
6. Access to the development shall be approved by the Hall County Engineering Department and all traffic engineering standards shall be met. The developer

shall be responsible for all associated costs of improvements necessary for the development.

7. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Official Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to Environmental Health, the Fire Marshal, and Hall County Engineering.
8. All conditions of zoning shall be made part of any plats created for the property.

HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT

Applicant ..... Ayoub Botrus

Request ..... **(A) Special Use |** to amend conditions of zoning

Proposed Use ..... Vehicle sales, vehicle repair, and truck yard

Size ..... 3.04± acres

Zoning ..... Light Industrial (I-1)

Location ..... **5707 Holiday Road |** Tax parcel 07329 001003

Commission District ..... Two

Planning Commission Date ..... May 5, 2025

Staff Recommendation ..... **(A) Approval, with conditions,** as the request is consistent with permitted uses in the Light Industrial zoning district

Record Number(s) HZCU24-0059

Planning Commission Recommendation..... **Approval, with conditions**

Planning Commission Conditions:

1. The property shall be developed in accordance with the site plan revised April 28, 2025, and as described in the revised project narrative dated April 28, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. The property shall be used for vehicle sales and vehicle repair only.
3. The property is not approved for any rental of parking spaces, including those to be leased for truck parking.
4. Customer, employee, and vehicle repair parking shall be provided as required by the Unified Development Code of Hall County per Table 8.1.1.
5. The sales lot shall be limited to 141 parking spaces, with 26 spaces reserved for customer and employee parking.
6. Access to the development shall be approved by the Hall County Engineering Department and all traffic engineering standards shall be met. The developer shall be responsible for all associated costs of improvements necessary for the development.

7. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Official Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to Environmental Health, the Fire Marshal, and Hall County Engineering.
8. All conditions of zoning shall be made part of any plats created for the property.

Excerpts from the minutes of the May 5, 2025 meeting

Applicant's Presentation:

Katie Greenway, Planning and Zoning Administrator, presented a summary of the request. Ms. Greenway stated that the truck yard request has been removed from the application.

Mina Botrus, 5707 Holiday Road, Buford, presented the request. The applicant is requesting to (A) amend conditions of zoning on a 3.04± acre tract to allow vehicle sales and vehicle repair. Concurrent to this request, the applicant requested (B) a variance to reduce a truck yard setback from 500 feet to 150 feet from a residential zoning district, as the application originally included a request for leased truck parking spaces. On March 31, 2025, Planning staff received a revised narrative and a revised site plan dated March 28, 2025, which modified the request by removing the application for a truck yard; therefore, the variance is no longer applicable.

The subject property was rezoned on April 12, 2018, from Agricultural Residential III (AR-III) and Planned Commercial Development (PCD) to Light Industrial (I-I) to allow an automobile repair garage and a machine shop (ZON2018-00018). The adjacent 0.83 acre parcel at 5701 Holiday Road, located at the corner of Holiday Road and Bethlehem Church Road, was also rezoned as part of the same request. The original parcel was divided by plat into two tracts in September 2018, and the parcels were sold to different parties.

Public Forum:

There were no comments in support or opposition.

A
Motion: ***A motion to approve, with conditions was made by Frank Sosebee and seconded by Stan Hunt***. ***Vote: 5-0***

Conditions:

1. The property shall be developed in accordance with the site plan revised April 28, 2025, and as described in the revised project narrative dated April 28, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. The property shall be used for vehicle sales and vehicle repair only.
3. The property is not approved for any rental of parking spaces, including those to be leased for truck parking.

4. Customer, employee, and vehicle repair parking shall be provided as required by the Unified Development Code of Hall County per Table 8.1.1.
5. The sales lot shall be limited to 141 parking spaces, with 26 spaces reserved for customer and employee parking.
6. Access to the development shall be approved by the Hall County Engineering Department and all traffic engineering standards shall be met. The developer shall be responsible for all associated costs of improvements necessary for the development.
7. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Official Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to Environmental Health, the Fire Marshal, and Hall County Engineering.
8. All conditions of zoning shall be made part of any plats created for the property.

B
***Motion:* A motion to recommend withdrawal was made by Frank Sosebee and seconded by Shannon Davidson. Vote:5-0**

(A) Staff recommend APPROVAL of the applicant's request for with the following conditions:

1. The property shall be developed in accordance with the site plan revised March 28, 2025, and as described in the revised project narrative dated March 31, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

2. The property shall be used for vehicle sales and vehicle repair only.

3. The property is not approved for any rental of parking spaces, including those to be leased for truck parking.

4. Customer, employee, and vehicle repair parking shall be provided as required by the Unified Development Code of Hall County per Table 8.1.1.

5. The sales lot shall be limited to 141 parking spaces, with 26 spaces reserved for customer and employee parking.

6. Access to the development shall be approved by the Hall County Engineering Department and all traffic engineering standards shall be met. The developer shall be responsible for all associated costs of improvements necessary for the development.

7. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Official Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to Environmental Health, the Fire Marshal, and Hall County Engineering.

8. All conditions of zoning shall be made part of any plats created for the property.

(B) Staff recommends DENIAL of the applicant's requests.

Summary Analysis

The applicant is requesting to (A) amend conditions of zoning on a 3.04± acre tract to allow vehicle sales and vehicle repair. Concurrent to this request, the applicant requested (B) a variance to reduce a truck yard setback from 500 feet to 150 feet from a residential zoning district, as the application originally included a request for leased truck parking spaces. On March 31, 2025, Planning staff received a revised narrative and a revised site plan dated March 28, 2025, which modified the request by removing the application for a truck yard; therefore, the variance is no longer applicable.

The subject property was rezoned on April 12, 2018, from Agricultural Residential III (AR-III) and Planned Commercial Development (PCD) to Light Industrial (I-I) to allow an automobile repair garage and a machine shop (ZON2018-00018). The adjacent 0.83 acre parcel at 5701 Holiday Road, located at the corner of Holiday Road and Bethlehem Church Road, was also rezoned as part of the same request. The original parcel was divided by plat into two tracts in September 2018, and the parcels were sold to different parties.

In 2021, a land disturbance permit application was issued for the subject property (HDEV2021-0058). In February 2023, the property owner applied for a building permit for a 1,800 square foot, four-bay garage and office building; however, the permit expired before completion during the inspection phase (HCNEW23-0035). In December 2023, a separate building permit for a 900 square foot two-bay garage and a 450 square foot carport was submitted, and this permit also expired without completion (HCNEW23-0339).

During a review of retroactive building permits for the structures referenced above, staff determined that the development, as constructed, does not align with the zoning approval granted in 2018. All permit activity is suspended while pending final action by the Board of Commissioners.

The surrounding properties are zoned and developed as outlined below:

North: City of Buford's General Business (C-2) developed with a Hall County Fire Station
East: City of Buford's General Business (C-2)
Light Industrial (M-1), occupied by Bethlehem United Methodist Church
South: Light Industrial (L-1) occupied by a used car sales and vehicle repair business,
Agricultural Residential 1 (AR-1) developed with a single-family residence.
West: Planned Residential Development (PRD), 4 lot single-family residential subdivision, and
Planned Commercial Development (PCD), approved for an insulation business, boat sales & storage, and self-storage (currently undeveloped)

According to the revised narrative dated March 31, 2025, the applicant is seeking to amend the conditions of a previous rezoning to permit vehicle sales and vehicle repair only; the proposed truck yard has been removed from the request.

In addition to repair work performed to prepare inventory for sale, the business will also conduct minor touch-up painting and detailing. The applicant notes that the existing buildings total 4,338 square feet,

including 2,074 square feet dedicated to repair work. A 450 square foot carport will be enclosed and used for minor touch-up painting, and an additional 900 square foot building will be used for touch-up work and detailing. Office hours proposed are Monday through Saturday from 10:30 am to 5:30 pm and closed on Sundays.

According to the revised site plan and narrative, a 610 square foot asphalt pad extends the length of the garage area, and a concrete walk and one handicap parking space is located in front of the office building. All other vehicles are proposed to be parked on the existing gravel parking lot. Per the revised narrative dated March 31, 2025, the applicant proposes 160 parking spaces for used car sales display.

Per the submitted site plan, a 50 foot vegetative buffer is provided where the property abuts residential zoning and a fenced detention pond is located adjacent to the road at the west end of the property. Additionally, a 10 foot wide landscape strip is identified along the Holiday Road frontage and some landscape islands are provided throughout the vehicle sales display area.

The submitted narrative and site plan propose 160 parking spaces for vehicle sales display, 3 parking spaces for employees and 4 additional spaces for customer use, one of which is designated as handicapped, for a total of 167 parking spaces. Based on the total square footage of the commercial buildings, the Unified Development Code (UDC) requires a minimum of 26 parking spaces for customers, employees, and repair vehicles (see table below). This does not meet the required standard.

Per UDC Table 8.1.1. the required parking for the proposed development is as follows:

USE	REQUIREMENT	SQUARE FOOTAGE	REQUIRED	PROPOSED
Vehicle Repair	2 spaces/300sf	3,424	23	7
Vehicle Sales	1 space/500sf	914	3	

Water service is provided by the City of Gainesville Department of Water Resources. Sanitary sewer services are provided by an on-site septic system located at the rear of the buildings.

Based on the future land use plan, staff finds the requested *is consistent* with the Hall County Comprehensive Plan future land use designation of "Business Corridor." New development along major road corridors and intersections should consist of higher-intensity commercial uses, low-intensity, consumer-facing industrial uses that house businesses that serve nearby communities. Site designs should incorporate the Quality Development Principals to the fullest extent possible, particularly natural resource protections and high-quality landscape installations.

(A) Zoning Analysis – Amend Conditions of Zoning

When considering a zoning amendment to the zoning maps, the Planning Commission must study the need and justification for the change based on a determination of the facts applicable to the particular case, and the following general lines of inquiry must be considered:

a. Whether the zoning proposal will permit a use that is suitable in view of the use, development and zoning of adjacent and nearby property; **The proposed vehicle sales and repair business is consistent with the use, development, and zoning of adjacent and nearby properties.**

b. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **The proposed vehicle repair and sales business does not adversely affect the existing use or usability of nearby properties.**

c. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned; **The property has reasonable economic use as currently zoned.**

d. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, schools, police protection, fire protection, public health facilities or emergency medical service; **The proposed uses of vehicle sales and vehicle repair are not expected to cause an excessive or burdensome use of existing streets, transportation facilities, utilities, schools, police protection, fire protection public facilities, or emergency medical service. The property will be served by an onsite septic system, and a water is provided by the City of Gainesville.**

e. Whether the zoning proposal is in conformity with the policy and intent of the future land use plan for the physical development of the area; **The proposed uses are consistent with the Comprehensive Plan and the Business Corridor land use designation. New development along major road corridors and intersections should consist of higher-intensity commercial uses, low-intensity, consumer-facing industrial uses that house businesses that serve nearby communities.**

f. The extent to which property values are diminished by the existing zoning restrictions; **Staff is unable to determine the extent to which property values are diminished by the existing zoning restrictions.**

g. 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 values including construction types, proposed uses, and maintenance. Often it is difficult to determine the effect of a development on adjacent properties until the development is completed.**

h. 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.**

i. 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 property is partially developed with a commercial building built in 2023 as well as a shed measuring 30 foot by 30 foot. Both structures are currently pending restorative building permits.**

j. 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; **There are no known existing or changing conditions which support approval or disapproval of the proposal.**

k. Whether the change would create an isolated district unrelated to the surrounding districts; **As the property is already zoned Light Industrial (I-1), this would not create an isolated district unrelated to the surrounding districts.**

l. 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.**

m. Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **The vehicle sales and repair use is not out of scale with the needs of the county as a whole or the immediate neighborhood.**

n. Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **The existing zoning of the subject site supports the proposed uses; however, the proposal to amend the condition requires approval by the Board of Commissioners.**

o. Whether the need for rezoning could be handled instead by a variance request to the Planning Commission; **The request to amend conditions could not be handled alternatively as a variance.**

p. 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 land development permitting process, and as a result are subject to local, state, and federal regulations. As a result, there are no anticipated ecological or pollution impacts resulting from any modification to the land if the request is granted.**

q. 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.**

(B) Zoning Analysis – Variance Request

The Planning Commission may grant variances in individual cases of unnecessary hardship upon a finding of the board that:

1. There are extraordinary and exceptional conditions pertaining to the particular lot in question because of its size, shape, or topography (the hardship must relate to the physical character of the lot and not to a personal or economic hardship); **No, there are no extraordinary conditions pertaining to the property.**

2. The application of the requirements of this UDC to this particular piece of property would create an unusual hardship; **No evidence has been provided that an unusual hardship exists to allow exception from the distance requirement of a truck yard from a residential district.**

3. Such conditions are peculiar to the property involved and are not common to other properties in the neighborhood; **The subject parcel has similar topography to surrounding properties.**

4. Such conditions are not the result of any actions of the property owner; **The residential zoning of the abutting properties were established prior to the rezoning of the subject property to Light Industrial (I-1).**

5. Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of this UDC; provided, however, that no variance may be granted for a use of land or building or structure that is prohibited by this UDC or for a Conditional Use Permit which has been denied by the Planning Commission. **Relief, if granted, would not cause substantial detriment to the public good.**

11.2.6.E - Submission requirements

1. Any person or persons requesting a change in the official zoning map or use subject to approval of the County Commission must file an application with a plat or map of the property attached thereto, together with payment of such fees set forth in this Sec 11.2. to cover administrative and advertising costs, in the Planning and Zoning Department office. Such person or persons or their authorized agent must appear in person at the public hearing held to consider the district change. **The 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.**

2. All applications for a change of zoning classification or use subject to approval of the County Commission must include:

    a. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in this Sec. 11.2. **The proposal provides a narrative outlining the intent of the development; however, the applicant has not prepared a response to each of the criteria listed in 11.2.6.E.2.**

    b. 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 may evaluate the application based on the most intense possible land use permitted in the proposed district**. The proposal meets the requirement.**

    c. For any application for a slow rate land treatment system as defined in 7.6.9.D.1, additional requirements apply. **This standard is not applicable to the applicant's request**

    d. For any application proposing the development of 100 or more residential dwelling units, a traffic impact study must be submitted prior to consideration of the application by the County Commission. At the applicant's expense, the traffic impact study must be prepared by a professional engineer in accordance with requirements established by the Hall County Engineering Department. The Engineering Department must review the traffic impact study

and forward any comments to the County Commission **This standard is not applicable to the applicant's request.**

Development Support and Constraints

Hall County Environmental Health
In an email dated December 27, 2024, Emily McGahee stated, "Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation/modification may be required after review of business plan."

Georgia Department of Transportation
In an email dated January 13, 2025, Henry Stevens, E.I.T., GDOT Civil Engineer 2, stated that GDOT coordination is not required.

Hall County Public Works and Utilities
In a memo dated December 19, 2024, Bill Nash, Director of Public Works and Utilities, provided the following comments:

Engineering:
Need as-builts for storm water.

Traffic:
May require decel lane.

Utilities
No comment.

Hall County Fire Marshal
In an email dated January 3, 2025, John Hornick, NPQ Fire Service Plans Examiner 1, stated, "The Hall County Fire Marshal's Office has no comments as proposed."

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

HALL COUNTY
GEORGIA
We have it all in Hall

CONDITIONAL USE APPLICATION

Applicant (Name & Mailing Address)
Boyrus Ayoub
5707 Holiday Road
Buford GA 30518
Phone 404-960-7370
Email Address MinaBoyrus@gmail.com

Property Owner (Name & Mailing Address)
AMC Investment Properties
Ayoub Boyrus
Phone 404-960-7370 678-773-5610
Email Address

Proposed Use Auto sales

Contact Person (Name & Mailing Address)
Mina Boyrus
5707 Holiday Road Buford
GA 30519
Phone 404-960-7370
Email Address MinaBoyrus@gmail.com

Tax Parcel Number 07-00329-01-003
Location Address 5707 Holiday Road Buford GA 30519

Status of Applicant
☐ Owner
☐ Option to Purchase
☐ Area Resident
☐ Other

Requested Action
Permissive Use:
☐ HCPC ☐ HCC
Fee:$
Receipt #:
Check #:

Zoning: L-1
Acreage 3.10

I hereby certify that the above information and all attached information are true and correct.

Sign Mina Date: 10/21/24

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:

ARTICLES OF ORGANIZATION

Electronically Filed
Secretary of State
Filing Date: 4/25/2022 9:50:18 AM

BUSINESS INFORMATION

CONTROL NUMBER	22097276
BUSINESS NAME	AMC Investment Properties LLC
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	04/25/2022

PRINCIPAL OFFICE ADDRESS

ADDRESS	3087 McEver Road, Buford, GA, 30518, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
Kari L Price	503 Fort Street, Winder, GA, 30680, USA	Barrow

ORGANIZER(S)

NAME	TITLE	ADDRESS
Ayoub Botrus	ORGANIZER	3087 McEver Road, Buford, GA, 30518, USA
Carlos Botrus	ORGANIZER	3087 McEver Road, Buford, GA, 30518, USA
Mina Botrus	ORGANIZER	3087 McEver Road, Buford, GA, 30518, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	Ayoub Botrus
AUTHORIZER TITLE	Member

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: _____ **Date:** 12/5/2024

Applicant's/Owner's Name (Printed): AYOUB BOTROS

Ayoub Botrus

Lanier Auto Sales

Request for Conditional Use to L-I Zoning
For Minor Auto Repair and Auto Sales

12/04/2024
(revised 02/18/2025)
(revised 03/31/2025)
(revised 04/28/2025)

Property Owner & Applicant:

Owner: Ayoub Botrus (AMC Investment Properties LLC)
Applicant: Ayoub Botrus
Developer: Ayoub Botrus
Contact: Mina Botrus
5707 Holiday Road
Buford, GA 30518
Ph: (404)960-7370
Email: gwinnettluxury@gmail.com

Lanier Auto Sales
Request for Conditional Use to L-I Zoning
For Minor Auto Repair and Auto Sales

Purpose

This report explores the possibility of obtaining a conditional use to the current Light Industrial (L-I) zoning granted for 5707 Holiday Road. The site is 3.10 acres in Hall County, Georgia. The property is currently owned by Ayoub Botrus (AMC Investment Properties LLC) and is conditionally zoned for an auto mechanic repair and machine shop. The company is owned and operated by the owner and known as Lanier Auto Sales.

The site is bordered by City of Buford property to the east and west.

Site Characteristics

Topographically, the site slopes from the northernmost corner to Holiday Road. It is served by City of Gainesville Water, but has no access to sanitary sewer. Sewage disposal is via a septic system located at the rear of the lot.

There are no state waters, wetland areas or flood plains impacting the site.

Cultural Requirements for the Project

The subject acreage is in Hall County, Georgia, and is currently zoned L-I with conditions for an auto mechanic/repair and machine shop.

Several buildings have been constructed at the rear of the property. There is a small building that serves as an office, a 2,074 s.f. mechanic's garage for vehicle maintenance, reconditioning and repairing minor dings and touching up wheels. A

610 s.f. asphalt pad runs the length of the garage area, and a concrete walk and handicap parking space is sited in front of the office building.

There is also a 450 s.f. carport which will be enclosed and used for minor touch-up painting, and a 900 s.f. building to be used for touch-up work and detailing. Total building square footage is 4,338.

Building setbacks will not change from the current site plan.

Proposed Land Use

The current land use under the previous conditional use was for auto repair and a machine shop. The machine shop use is no longer wanted. The owner will keep the auto repair use (designated auto repair, major) and is asking to include auto sales on the site. In conjunction with his auto repair and auto sales operations the owner will perform minor touch-up, painting and detailing on new inventory in preparation for sales.

The owner requests that up to 115 previously owned passenger type vehicles be allowed on the site. These vehicles would be inventory for sale and newly purchased used vehicles awaiting minor and cosmetic repair and detailing work. The vehicles would be parked in the existing gravel parking lot.

There is an existing detention pond serving the property which was designed to handle storm water from all the impervious surfaces proposed for the site. A concrete lane extends from Holiday Road entrance up to the facility's office. No additional paving would be added at this time.

The land use is compatible with businesses along that portion of Holiday Road. There is an existing auto and boat repair/sales operation on the east side of Holiday Road, and a fire station on the west side. The property in the rear is vacant wooded land. There is also a church on the right rear side which is on an AR 1 zoned tract and is screened by being located down-slope of the subject property and by a 50' wide planted buffer. No adjacent properties should be adversely affected.

No public facilities should be affected by the zoning amendment. Likewise, the conditional use will not impact future land use in the area.

The facility will have 3 employees. Operating hours are Monday through Saturday from 10:30 a.m. to 5:30 p.m. The facility will be closed on Sunday.

The accompanying site plan shows the existing buildings, plus parking spaces for an inventory of 115 “for sale” passenger vehicles. There are 3 additional spaces allocated for the employees, and 23 more for customers (including 2 handicap spaces) for a total of 141 parking spaces.

No additional infrastructure improvements are planned, though the owner leaves open the option to one day pave the parking areas if desired. The site storm water management system has been designed to allow for 100% impervious cover in the parking areas. No new utilities or further site work will be required.

Lanier Auto Sales
Site Concept Plan

DEVELOPMENT INFORMATION

OWNER & DEVELOPER
AYOUB BOTRUS (AMC INVESTMENT PROPERTIES LLC)
3087 MCEVER ROAD
BUFORD, GA 30518
PHONE: (404) 960-7370
EMAIL: GWINNETTLUXURY@GMAIL.COM
APPLICANT: MINA BOTRUS

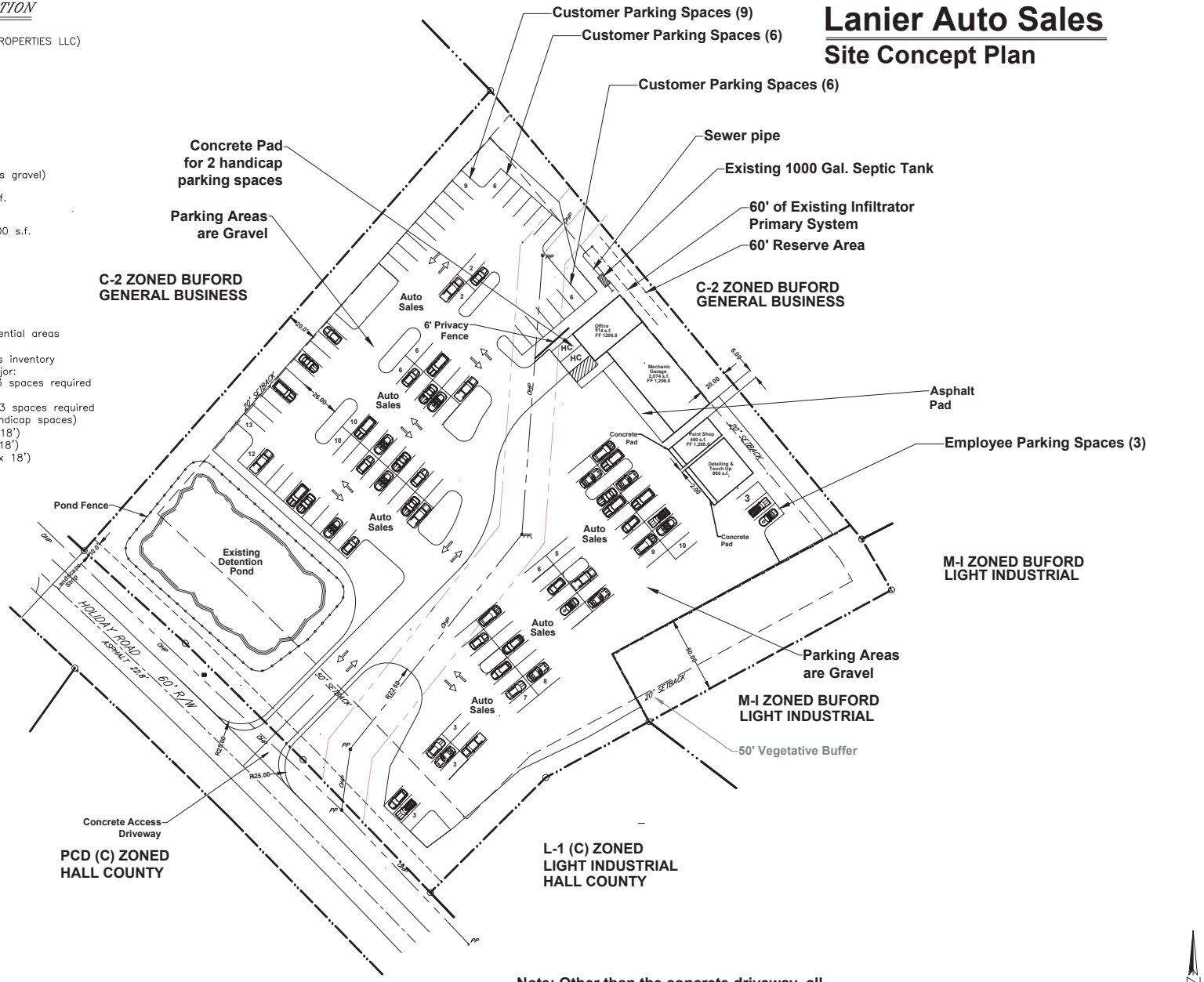
SITE ADDRESS:
5707 HOLIDAY ROAD
BUFORD, GEORGIA
TAX PARCEL # 07329 001003
AREA=3.10 AC.
IMPERVIOUS AREA: 2.10 AC. (includes gravel)

BUILDING AREA
* Existing Garage Area: 2074 s.f.
* Existing Office Area: 914 s.f.
* New Carport Area: 450 s.f.
* New Storage Building Area: 900 s.f.
* TOTAL SQ. FT.: 4,338 s.f.

ZONING INFORMATION
ZONING: L-I (LIGHT INDUSTRIAL)
BUILDING SETBACKS:
* Front – 50'
* Side – 20'
* Rear – 20'

VEGETATIVE BUFFER:
* 50' side buffer abutting residential areas

PARKING SPACES (AUTO SALES)
* Aisle Width: 26' for auto sales inventory
* Spaces for Vehicle Repair, Major:
  * 2 spaces per 300 s.f. = 23 spaces required
* Spaces for Retail:
  * 3 spaces per 1,000 s.f. = 3 spaces required
* 23 + 3 = 26 (includes 2 handicap spaces)
* Employee Spaces: 3 (@ 9' x 18')
* Handicap Spaces: 2 (@ 9' x 18')
* Inventory Spaces: 115 (@ 8' x 18')
* Total Spaces: 141



Note: Other than the concrete driveway, all vehicle maneuvering, parking, storage and display areas are gravel.

GRAPHIC SCALE – FEET (30 0 30 60 90)

Rick Freeland Landscape Architecture
3522 Old Duckett Mill Road Gainesville, Georgia 30506
Phone: (678) 697-1575 Fax: (770) 532-7647

THIS DRAWING, AS AN INSTRUMENT OF SERVICE, IS AND SHALL REMAIN THE PROPERTY OF THE LANDSCAPE ARCHITECT AND SHALL NOT BE REPRODUCED, PUBLISHED,OR USED IN ANY WAY WITHOUT THE PERMISSION OF THE LANDSCAPE ARCHITECT.

THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS AT THE SITE BEFORE PROCEEDING WITH EACH PHASE OF THE WORK.

THE LANDSCAPE ARCHITECT IS NOT RESPONSIBLE FOR WORK PROVIDED BY OTHERS & USED IN THE DESIGN OF THIS PROJECT, INCLUDING BUT NOT LIMITED TO BOUNDARY, TOPOGRAPHIC, SURVEY & SOILS INFORMATION.

GEORGIA REGISTERED LANDSCAPE ARCHITECT RICHARD S. FREELAND

Level II Cert. #: 0000000867

Site Concept Plan
Botrus - Lanier Auto Sales
5707 Holiday Road
Buford, Georgia

DESIGNED BY:	RSF
DRAWN BY:	RSF
DATE:	12/04/24
LATEST REVISION OF THIS SHEET:	04/28/25
JOB NUMBER:	20018F
SCALE:	1" = 30'
SHEET:	1 of 1

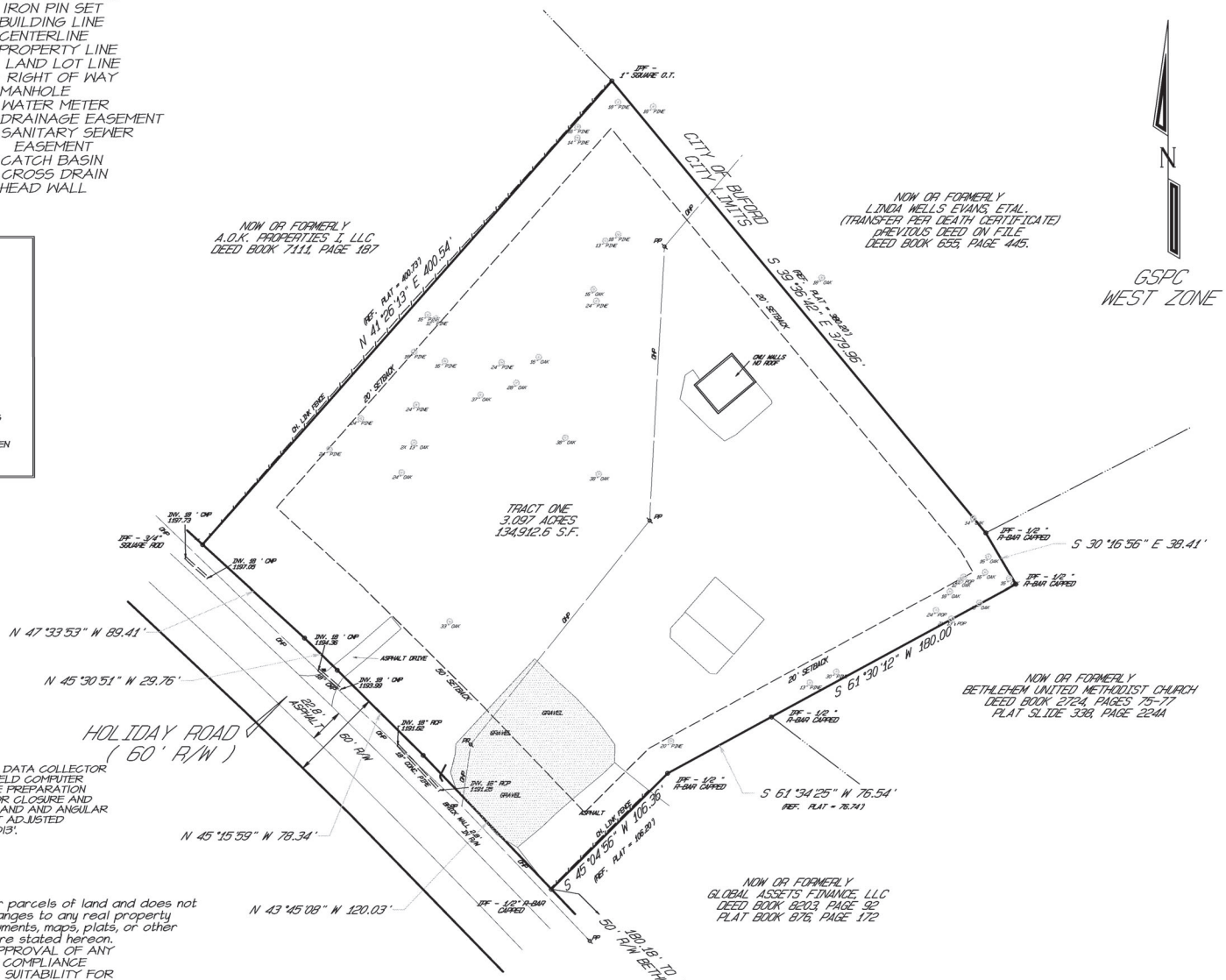
eFiled and eRecorded
DATE: 05/24/2021
TIME: 5:25 PM
PLAT BOOK: 880
PAGE: 252 - 252
FILING FEES: $10.00
PART ID: 2491731616
RECORDED BY: CH
Charles Baker, C.S.C
Hall County, GA
THIS BLOCK RESERVED FOR THE CLERK OF SUPERIOR COURT

LEGEND

IPF = IRON PIN FOUND
IPS = IRON PIN SET
BL = BUILDING LINE
CL = CENTERLINE
PL = PROPERTY LINE
LLL = LAND LOT LINE
R/W = RIGHT OF WAY
MH = MANHOLE
WM = WATER METER
DE = DRAINAGE EASEMENT
SSE= SANITARY SEWER EASEMENT
CB = CATCH BASIN
CD = CROSS DRAIN
HW= HEAD WALL

NOTES:

1. HORIZONTAL DATUM IS GEORGIA STATE PLANE WEST ZONE COORDINATE SYSTEM, NORTH AMERICA DATUM OF 1983 (NAD83).
2. VERTICAL DATUM IS NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
3. ALL DEED BOOK REFERENCES SHOWN HEREON ARE RECORDED IN THE REFERENCED COUNTY CLERK OF SUPERIOR COURT'S OFFICE.
4. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE.
5. THE CERTIFICATION, AS SHOWN HEREON, IS IS PURELY A STATEMENT OF PROFESSIONAL OPINION BASED ON KNOWLEDGE, INFORMATION AND BELIEF, AND BASED ON EXISTING FIELD EVIDENCE AND DOCUMENTARY EVIDENCE AVAILABLE. THE CERTIFICATION IS NOT AN EXPRESSED OR IMPLIED WARRANTY OR GUARANTEE.
6. THIS SURVEY COMPLIES WITH THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND SURVEYORS AND THE OFFICIAL CODE OF GEORGIA ANNOTATED (OCGA) 15-6-67 AS AMENDED BY HOUSE BILL HB1004 (2016), IN THAT WHERE A CONFLICT EXISTS BETWEEN THESE TWO SETS OF SPECIFICATIONS , THE REQUIREMENTS OF LAW PREVAIL.



GENERAL NOTES
A TOPCON GTS- 303 TOTAL STATION AND TDS RANGER DATA COLLECTOR AND/OR A LEICA GS14 GPS ROVER WITH LEICA CS20 FIELD COMPUTER WERE USED TO GATHER FIELD INFORMATION USED IN THE PREPARATION OF THIS PLAT. THIS INFORMATION WAS CALCULATED FOR CLOSURE AND FOUND TO HAVE A CLOSURE PRECISION OF 1' IN 64,256' AND AND ANGULAR ERROR OF 11 SECONDS PER ANGLE POINT AND WAS NOT ADJUSTED THE CALCULATED CLOSURE FOR THIS PLAT IS 1' IN 345,013'.

SURVEYORS CERTIFICATION

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any 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, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that 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 of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

WILLIAM P. GRESHAM GA RLS #2880

GRAPHIC SCALE 1"=50'
0 50 100 150

TRACT ONE
SUBDIVISION SURVEY FOR
VASILIY MYALIK
PLAT BOOK 876,172
HALL COUNTY SUPERIOR
COURT CLERK'S RECORDS

GRESHAM
PLANNING & DEVELOPMENT, INC.
P.O.BOX 2285
CLARKESVILLE, GEORGIA 30525
706-754-0844
FAX 706-754-7145

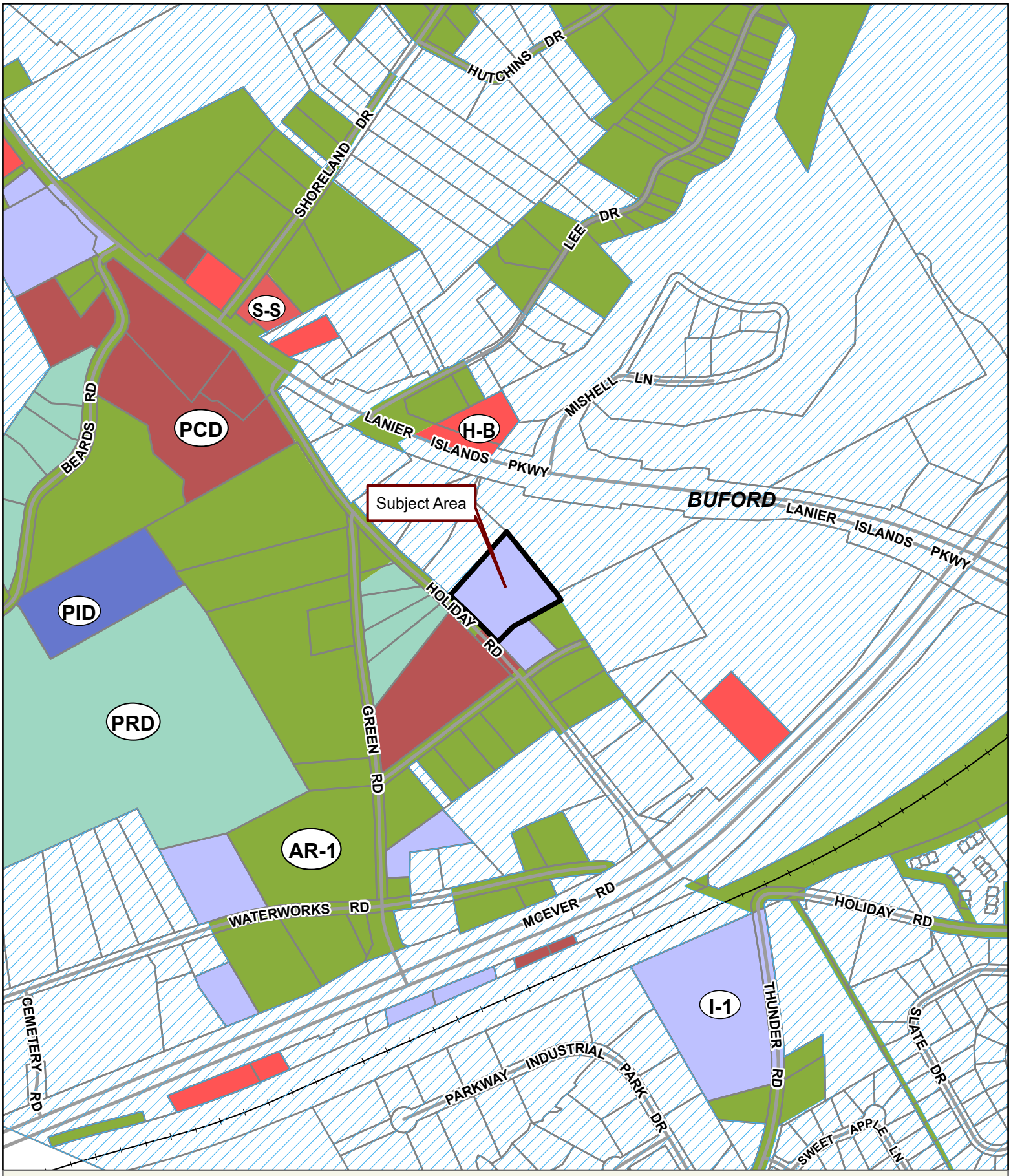
RETRACEMENT SURVEY FOR:
KEITH LASSITER
LAND LOT 329 of the 7th DISTRICT
HALL COUNTY, GEORGIA

REVISIONS		
NO.	DATE	DESCRIPTION

GEORGIA REGISTERED No. 2880 LAND SURVEYOR WILLIAM P. GRESHAM

DATE AUG 10, 2020
SCALE 1" = 50'
JOB NO. 200810-1
SHEET 1 OF 1
DRAWN RLS CHECKED SDE

05.05.2025 - Item 1

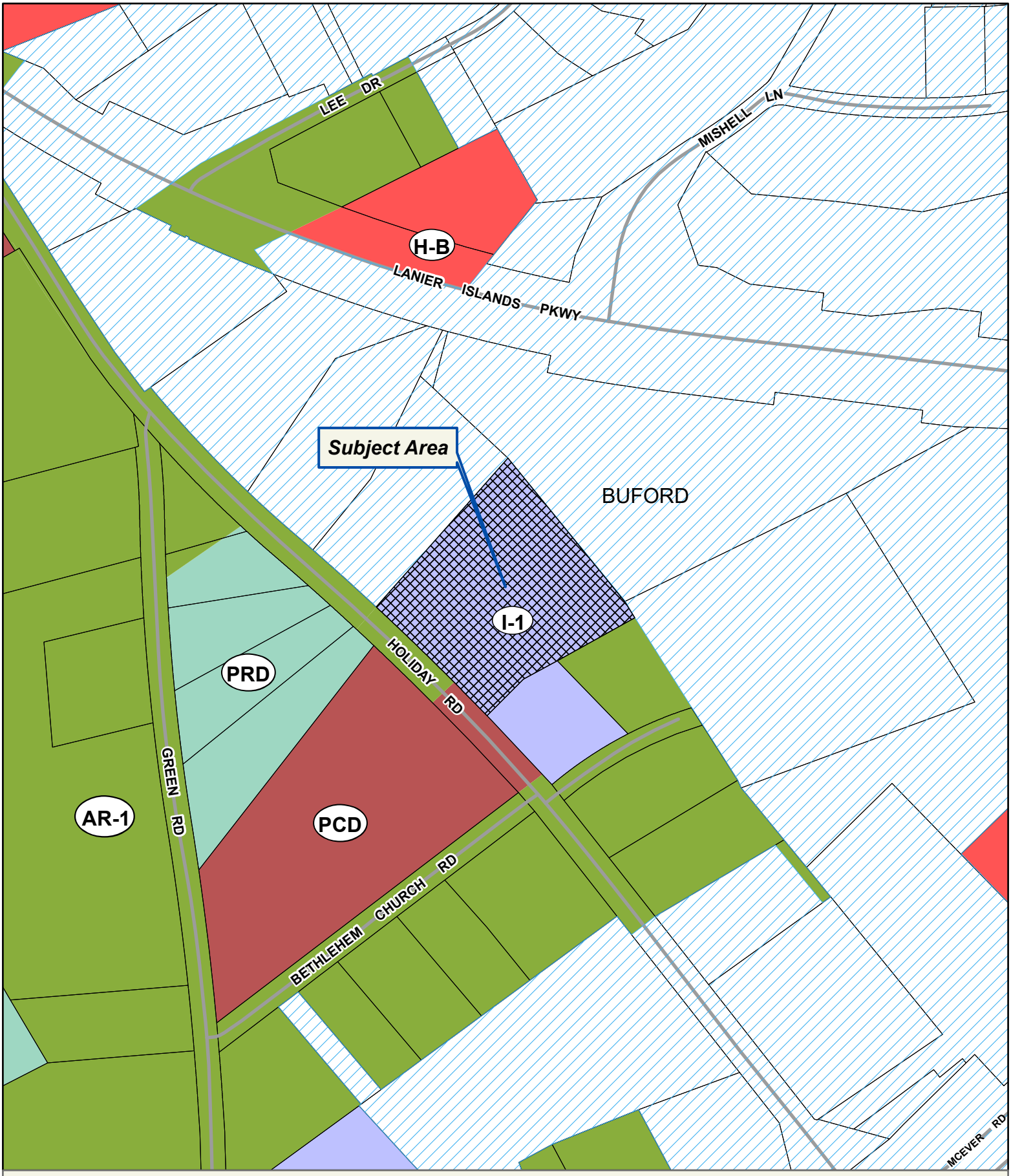


Applicant: AYOUB BOTRUS
Tax Parcel #: 07329 001003
Location: 5707 HOLIDAY ROAD, BUFORD, GA 30518
Commission District 2 **PC Mtg. Date: 02/03/2025**

0 175 350 700
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N



Applicant: AYOUB BOTRUS
Tax Parcel #: 07329 001003
Location: 5707 HOLIDAY ROAD, BUFORD, GA 30518
Commission District 2 **PC Mtg. Date: 02/03/2025**

0 75 150 300
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N

Applicant: AYOUB BOTRUS
Tax Parcel #: 07329 001003
Location: 5707 HOLIDAY ROAD, BUFORD, GA 30518
Commission District 2 **PC Mtg. Date: 02/03/2025**

0 75 150 300
Feet

Zoning Boundary
City Limits
Subject Area

N

LUEDER, LARKIN & HUNTER, LLC
ATTORNEYS AT LAW

www.luederlaw.com

August 27, 2020

Ayoub Botrus
735 Sentry Ridge Xing
Suwanee, GA 30024

Settlement Agent:	Lueder, Larkin & Hunter, LLC
Date:	June 17, 2020
Lender:	Cash
Buyer:	Ayoub Botrus
Seller:	Atlas Cars Inc
Property Address:	5707 Holiday Road, Buford, GA 30518

In connection with the recent closing for the above-referenced transaction, enclosed please find the following:

- ☐ Security Instrument
- ☒ Conveyance Deed
- ☐ Title Policy
- ☐ Other items: _____

Thank you for choosing Lueder, Larkin & Hunter, LLC for your real estate closing services. If you should have any questions or require any additional information, please do not hesitate to contact our office.

FILED & RECORDED
DATE: 6/26/2020
TIME: 9:40AM
DEED BOOK: 8523
PAGES: 248-249
FILING FEES: $25.00
PT61: 069202000407 7
TRANSFER TAX: $365.00
Recorded By: NB
Charles Baker, C.S.C.
Hall County, GA

Record and Return to:
Lueder, Larkin & Hunter, LLC
1225 B Tuscany Drive
Braselton, GA 30517
File No.: GA-BR-20-0140-PUR

LIMITED WARRANTY DEED

STATE OF GEORGIA
COUNTY OF HALL
APN/Parcel ID: 07329 001003

THIS INDENTURE, made this 17th day of June, 2020, between

Atlas Cars Inc

as party or parties of the first part, hereinafter called Grantor, and

Ayoub Botrus

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

W I T N E S S E T H: That Grantor, for and in consideration of the sum of TEN AND 00/100'S ($10.00) Dollars and other good and valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described property, to wit:

All that tract or parcel of land lying and being in Land Lot 329 of the 7th Land District, Hall County, Georgia, and being more particularly described as follows:

Beginning at the centerline intersection of Bethlehem Church Road and Holiday Road, running north 11 degrees 03 minutes 04 seconds east a distance of 37.45 feet to a calculated point and being the true point of beginning. From the point of beginning, thence running along the northwesterly right of way of Holiday Road (60' right of way), north 42 degrees 00 minutes 25 seconds west, a distance of 115.03 feet to a point; thence continuing along said right of way and running north 43 degrees 51 minutes 28 seconds west a distance of 190.21 feet to a point; thence continuing along said right of way, north 45 degrees 15 minutes 59 seconds west a distance of 78.34 feet to a calculated point; thence continuing along said right of way, north 45 degrees 51 minutes 41 seconds west a distance of 29.76 feet to a calculated point;

thence continuing along said right of way, north 47 degrees 38 minutes 00 seconds west a distance of 89.66 feet to a 3/4 inch square solid iron pin found; thence leaving said right of way, north 41 degrees 24 minutes 02 seconds east a distance of 400.73 feet to a 1 inch open top found; thence running south 39 degrees 34 minutes 40 seconds east a distance of 380.20 feet to a ½ inch rebar found; thence south 31 degrees 14 minutes 24 seconds east a distance of 38.41 feet to a ½ inch rebar found; thence running south 61 degrees 31 minutes 27 seconds west a distance of 180.00 feet to a ½ inch rebar found; thence running south 43 degrees 30 minutes 28 seconds east a distance of 197.54 feet to a Parker Kalon nail set and the northwesterly right of way of Bethlehem Church Road (50' right of way); thence continuing along said right of way and following the curvature thereof, an arc length of 136.41', said arc having a chord bearing and distance of south 56 degrees 11 minutes 03 feet west and a distance of 136.41 feet to a point; thence continuing south 54 degrees 08 minutes 46 seconds west a distance of 48.83 feet to a point and the true point of beginning. This being 3.91 acres, more or less, as more particularly depicted on a plat entitled "Retracement Survey for: James T. Smith", dated 6/12/2017, prepared by Patton Land Surveying, LLC, certified by Chris M. Patton, G.R.L.S. No. 2647.

LESS AND EXCEPT: All that tract or parcel of land lying and being in Land Lot 329 of the 7th Land District of Hall County, Georgia, and being Tract 2, as more particularly shown on a plat entitled "Subdivide Survey for Vasilily Myalik", prepared by Patton Land Surveying, LLC, dated 8/28/18, and recorded in Plat Book 876, page 172, records of Hall County, Georgia, which plat is incorporated herein by reference and made a part of this description.

Subject to all easements and restrictions of record.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee, forever in FEE SIMPLE.

AND THE SAID GRANTOR will warrant and forever defend the right and title to the above described property against the claims of all persons owning, holding, or claiming by, through and under the said Grantor.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal this day and year first above written.

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public
My Commission Expires: _____
[Notary Seal]

COURTNEY SUZANNE CASPER
NOTARY PUBLIC
JACKSON COUNTY, GEORGIA
My Commission Expires 1-15-2020

GRANTOR:

Atlas Cars Inc

By: _____ (SEAL)
Vasiliy Myalik, CEO/CFO/Secretary

eFiled and eRecorded
DATE: 09/01/2022
TIME: 10:10 AM
DEED BOOK: 9191
PAGE: 280 - 281
FILING FEES: $25.00
TRANSFER TAX: $0.00
PARTICIPANT ID: 8869909830
PT61: 069-2022-007820
RECORDED BY: EAR
CLERK: Charles Baker, C.S.C
Hall County, GA

STATE OF GEORGIA
COUNTY OF HALL

LIMITED WARRNTY DEED

THIS INDENTURE, made the August day of 30th the year Two Thousand Twenty Two, by and between

AYOUB BOTRUS

of the County of Gwinnett, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and

AMC INVESTMENT PROPERTIES LLC

of County of Hall, State of Georgia, as party or parties of the second part, hereinafter called Grantee(s) (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH: That the Grantor for and in consideration of the sum of Ten and 00/100 dollars ($10.00) and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledge, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell alien, convey and confirm unto the said Grantee, the following described property, together with all improvements located thereon, to wit:

ALL that tract or parcel of land lying and being in Land Lot 329, of the 7th District, Hall County, Georgia, as shown on a plat of survey by Surveyor William P. Gresham for Keith Lassiter, dated August 10, 2020., and being recorded at Plat Book 880, Page 252, Hall County, Georgia Deed Records. Said Plat is incorporated herein for a more complete description. The above described property is commonly known as 5707 Holiday Road, Buford, Georgia 30518.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said party of the second part, their heirs and assigns, forever, in Fee Simple.

IN WITNESS WHEREOF, Grantor(s) have signed and sealed this deed, the day and year first above written.

Signed, sealed and delivered in the presence of:

(Unofficial Witness)

Ayoub Botrus (Seal)

(Notary Public)

(Seal)

Randa Hanna
NOTARY PUBLIC
Gwinnett County, GEORGIA
My Commission Expires 10/29/2025

Return to: Marion E. Ellington, Jr.
P.O. Box 1988
Buford, GA 30515

Developments of Regional Impact

DEVELOPMENT OF REGIONAL IMPACT
Initial DRI Information

This form is to be completed by the city or county government to provide basic project information that will allow the RDC to determine if the project appears to meet or exceed applicable DRI thresholds. Refer to both the Rules for the DRI Process and the DRI Tiers and Thresholds for more information.

Local Government Information

Submitting Local Government:	HALL COUNTY
Individual completing form:	MINA BOTROS
Telephone:	[redacted]
E-mail:	[redacted]

*Note: The local government representative completing this form is responsible for the accuracy of the information contained herein. If a project is to be located in more than one jurisdiction and, in total, the project meets or exceeds a DRI threshold, the local government in which the largest portion of the project is to be located is responsible for initiating the DRI review process.

Proposed Project Information

Name of Proposed Project:	LANIER AUTO SALES & TRUCK STORAGE
Location (Street Address, GPS Coordinates, or Legal Land Lot Description):	5707 HOLIDAY RD., BUFORD GA.
Brief Description of Project:	3.10 AC. SITE WITH MECHANIC & AUTO REPAIR SHOPS & AUTO SALES & SEMI TRUCK SPACE RENTALS. PLAN IS FOR 18 SEMI PARKING SPOTS.

Development Type:

(●) (not selected)	( ) Hotels	( ) Wastewater Treatment Facilities
( ) Office	( ) Mixed Use	( ) Petroleum Storage Facilities
( ) Commercial	( ) Airports	( ) Water Supply Intakes/Reservoirs
( ) Wholesale & Distribution	( ) Attractions & Recreational Facilities	( ) Intermodal Terminals
( ) Hospitals and Health Care Facilities	( ) Post-Secondary Schools	( ) Truck Stops
( ) Housing	( ) Waste Handling Facilities	( ) Any other development types
(✓) Industrial	( ) Quarries, Asphalt & Cement Plants	

If other development type, describe:

Project Size (# of units, floor area, etc.):	3.1 AC.; 4338 S.F. OF BUILDINGS
Developer:	AMC INVESTMENT PROPERTIES
Mailing Address:	5707 HOLIDAY RD. BUFORD GA. 30518
Address 2:	
	City: BUFORD State: GA Zip: 30518
Telephone:	[redacted]
Email:	GWINNETTLUXURY@GMAIL.COM
Is property owner different from developer/applicant?	(not selected) Yes ✓No
If yes, property owner:	
Is the proposed project entirely located within your local government's jurisdiction?	(not selected) ✓Yes No
If no, in what additional jurisdictions is the project located?	
Is the current proposal a continuation or expansion of a previous DRI?	(not selected) Yes ✓No
If yes, provide the following information:	Project Name:
	Project ID:
The initial action being requested of the local government for this project:	Rezoning Variance Connect Sewer Connect Water Permit ✓Other CONDITIONAL USE
Is this project a phase or part of a larger overall project?	(not selected) Yes ✓No
If yes, what percent of the overall project does this project/phase represent?	
Estimated Project Completion Dates:	This project/phase: Overall project: FEB. 2025

Submit Application | Save without Submitting | Cancel

Back to Top

Copyright © 2007 The Georgia Department of Community Affairs. All Rights Reserved.

Lanier Auto Sales

Site Concept Plan

DEVELOPMENT INFORMATION

OWNER & DEVELOPER
AYOUB BOTRUS (AMC INVESTMENT PROPERTIES LLC)
3087 MCEVER ROAD
BUFORD, GA 30518
PHONE: (404) 960-7370
EMAIL: GWINNETTLUXURY@GMAIL.COM
APPLICANT: MINA BOTRUS

SITE ADDRESS:
5707 HOLIDAY ROAD
BUFORD, GEORGIA
TAX PARCEL # 07329 001003
AREA=3.10 AC.
IMPERVIOUS AREA: 2.10 AC. (includes gravel)

BUILDING AREA
* Existing Garage Area: 2074 s.f.
* Existing Office Area: 914 s.f.
* New Carport Area: 450 s.f.
* New Storage Building Area: 900 s.f.
* TOTAL SQ. FT.: 4,338 s.f.

ZONING INFORMATION
ZONING: L-I (LIGHT INDUSTRIAL)
BUILDING SETBACKS:
* Front – 50'
* Side – 20'
* Rear – 20'

VEGETATIVE BUFFER:
* 50' side buffer abutting residential areas

PARKING SPACES (AUTO SALES)
* Aisle Width: 26' for auto sales inventory
* Visitor Spaces: 3 (@ 9' x 18')
* Handicap Spaces: 1 (@ 9' x 18')
* Employee Spaces: 3 (@ 9' x 18')
* Inventory Spaces: 160 (@ 8' x 18')

Note: Other than the concrete driveway, all vehicle maneuvering, parking, storage and display areas are gravel.

GRAPHIC SCALE – FEET
30 0 30 60 90

Rick Freeland Landscape Architecture
3522 Old Duckett Mill Road Gainesville, Georgia 30506
Phone: (678) 697-1575 Fax: (770) 532-7647

THIS DRAWING, AS AN INSTRUMENT OF SERVICE, IS AND SHALL REMAIN THE PROPERTY OF THE LANDSCAPE ARCHITECT AND SHALL NOT BE REPRODUCED, PUBLISHED,OR USED IN ANY WAY WITHOUT THE PERMISSION OF THE LANDSCAPE ARCHITECT.
THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS AT THE SITE BEFORE PROCEEDING WITH EACH PHASE OF THE WORK.
THE LANDSCAPE ARCHITECT IS NOT RESPONSIBLE FOR WORK PROVIDED BY OTHERS & USED IN THE DESIGN OF THIS PROJECT, INCLUDING BUT NOT LIMITED TO BOUNDARY, TOPOGRAPHIC, SURVEY & SOILS INFORMATION.

GEORGIA REGISTERED LANDSCAPE ARCHITECT RICHARD S. FREELAND

Level II Cert. #: 000000867

Site Concept Plan
Botrus - Lanier Auto Sales
5707 Holiday Road
Buford, Georgia

DESIGNED BY: RSF
DRAWN BY: RSF
DATE: 12/04/24
LATEST REVISION OF THIS SHEET: 03/28/25
JOB NUMBER: 20018
SCALE: 1" = 30'
SHEET: 1 of 2

Item 1. 2025

Developments of Regional Impact

DEVELOPMENT OF REGIONAL IMPACT
Additional DRI Information

This form is to be completed by the city or county government to provide information needed by the RDC for its review of the proposed DRI. Refer to both the Rules for the DRI Process and the DRI Tiers and Thresholds for more information.

Local Government Information

Submitting Local Government:	HALL COUNTY
Individual completing form:	MINA BOTROS
Telephone:	404.960.7370
Email:	[redacted]

Project Information

Name of Proposed Project:	LANIER AUTO SALES & TRUCK STORAGE
DRI ID Number:	
Developer/Applicant:	AYOUB BOTROS / MINA BOTROS
Telephone:	404.960.7370
Email(s):	GWINNETTLUXURY@GMAIL.COM

Additional Information Requested

Has the RDC identified any additional information required in order to proceed with the official regional review process? (If no, proceed to Economic Impacts.)	(not selected) ○ Yes ✓ No
If yes, has that additional information been provided to your RDC and, if applicable, GRTA?	(not selected) ○ Yes ○ No

If no, the official review process can not start until this additional information is provided.

Economic Development

Estimated Value at Build-Out:	$ 800,000
Estimated annual local tax revenues (i.e., property tax, sales tax) likely to be generated by the proposed development:	$ 50,000
Is the regional work force sufficient to fill the demand created by the proposed project?	(not selected) ✓ Yes ○ No
Will this development displace any existing uses?	(not selected) ○ Yes ✓ No

If yes, please describe (including number of units, square feet, etc):

Water Supply

Name of water supply provider for this site:	CITY OF GAINESVILLE
What is the estimated water supply demand to be generated by the project, measured in Millions of Gallons Per Day (MGD)?	50 to 70 Gal. per. day
Is sufficient water supply capacity available to serve the proposed project?	(not selected) ✓Yes No

If no, describe any plans to expand the existing water supply capacity:

Is a water line extension required to serve this project?	(not selected) Yes ✓No

If yes, how much additional line (in miles) will be required?

Wastewater Disposal

Name of wastewater treatment provider for this site:	INDIVIDUAL SEPTIC SYSTEM
What is the estimated sewage flow to be generated by the project, measured in Millions of Gallons Per Day (MGD)?	125 gpd (0.000125 MGD)
Is sufficient wastewater treatment capacity available to serve this proposed project?	(not selected) ✓Yes No

If no, describe any plans to expand existing wastewater treatment capacity:

Is a sewer line extension required to serve this project?	(not selected) Yes ✓No

If yes, how much additional line (in miles) will be required?

Land Transportation

How much traffic volume is expected to be generated by the proposed development, in peak hour vehicle trips per day? (If only an alternative measure of volume is available, please provide.)	1 TRUCK EVERY 6 HOURS 2 CARS EVERY 3 to 4 HOURS
Has a traffic study been performed to determine whether or not transportation or access improvements will be needed to serve this project?	(not selected) Yes ✓No
Are transportation improvements needed to serve this project?	(not selected) Yes ✓No

If yes, please describe below:

Solid Waste Disposal

How much solid waste is the project expected to generate annually (in tons)?	2 TONS
Is sufficient landfill capacity available to serve this proposed project?	(not selected) ✓ Yes No

If no, describe any plans to expand existing landfill capacity:

Will any hazardous waste be generated by the development?	(not selected) Yes ✓ No

If yes, please explain:

Stormwater Management

What percentage of the site is projected to be impervious surface once the proposed development has been constructed?	2.10 ACRES

Describe any measures proposed (such as buffers, detention or retention ponds, pervious parking areas) to mitigate the project's impacts on stormwater management:

DETENTION POND; VEGETATIVE STABILIZATION; TREE PLANTINGS

Environmental Quality

Is the development located within, or likely to affect any of the following:

1. Water supply watersheds?	(not selected) Yes ✓ No
2. Significant groundwater recharge areas?	(not selected) Yes ✓ No
3. Wetlands?	(not selected) Yes ✓ No
4. Protected mountains?	(not selected) Yes ✓ No
5. Protected river corridors?	(not selected) Yes ✓ No
6. Floodplains?	(not selected) Yes ✓ No
7. Historic resources?	(not selected) Yes ✓ No
8. Other environmentally sensitive resources?	(not selected) Yes ✓ No

If you answered yes to any question above, describe how the identified resource(s) may be affected:

Kaitlyn Elliott (Planning)

From: Emily McGahee (Environmental Health)
Sent: Friday, December 27, 2024 2:56 PM
To: Katie L. Greenway (CDI: Planning); Kaitlyn Elliott (Planning); Beth Garmon (CDI: Planning)
Cc: Kelly Hairston (Environmental Health); Chad Harper (Environmental Health)
Subject: HCPC Tentative Agenda 2.3.24

Please find Environmental Health comments below:

Item 1, 146 Clarks Bridge Rd, Crowder: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system.

Item 2, 7567 Persimmon Tree Rd, Oliver: Existing Structure. No comment.

Item 3, 5351 Lanier Islands Pkwy, Bell: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation/modification may be required after review of business plan.

Item 4A/B, 2696 Cleveland Hwy, Carrillo: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system relocation will be required after review of business plan.

Item 5A/B, 5707 Holiday Road, Botrus: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation/modification may be required after review of business plan.

Item 6A/B, 2922 Sardis Road, Menchaca: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. Please note that Zoning approval does not imply approval from other county departments. Further determination will be made during the plat review process. A minimum Level 3 soil evaluation must be performed on each lot and a minimum of 1 acre must be studied/mapped within each proposed lot. 15,000sf of soil must be qualified for septic installation by the soil classifier for each lot and original, stamped copies of the soil reports must be submitted at time of plat submittal to the Hall County Plat Review Team. Additional requirements will be determined at time of plat review.

Item 7, 3663 Roy Parks Road, Shadburn: Must meet all residential permitting requirements.

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.

Kaitlyn Elliott (Planning)

From: Kaitlyn Elliott (Planning)
Sent: Monday, January 13, 2025 3:07 PM
To: Kaitlyn Elliott (Planning)
Subject: FW: Tentative Agenda February 3, 2025

From: Stevens, Henry K <HStevens@dot.ga.gov>
Sent: Monday, January 13, 2025 2:34 PM
To: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Subject: RE: Tentative Agenda February 3, 2025

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.

Ms. Elliott,

I must have missed this one. Sorry about that! Here are our comments. If you need anything else from me, feel free to ask.

NEW BUSINESS

1. **146 Clarks Bridge Road | Variance** | to reduce the minimum yards | on a 0.50± acre tract located on the southeast side of Clarks Bridge Road approximately 277 feet from intersection with Evergreen Trail | Zoned R-1; Tax Parcel 09125 000003 | **Proposed Use: Accessory structure** | * Commission District 3 | **Michael Crowder, applicant** **NO GDOT COORDINATION REQUIRED**

2. **7567 Persimmon Tree Road | Variance** | to reduce the minimum yards | on a 143.73± acre tract located on Persimmon Tree Road approximately 674 feet from intersection with Lula Road | Zoned AR-1; Tax Parcel 12114 000004A (pt.) | **Proposed Use: Accessory structure**| * Commission District 3 | **Patricia Oliver, applicant** **NO GDOT COORDINATION REQUIRED**

3. **5351 Lanier Island Parkway | Special Use** | on a 20.27± acre tract located on the north side of Lanier Island Parkway approximately 574 feet from its intersection with Carter Road | Zoned AR-1; Tax Parcel 08169 003011| **Proposed use: Expand agri-entertainment venue** | ** Commission District 1 | **Keith Bell, applicant** **GDOT COORDINATION REQUIRED**

4. **(A) 2696 Cleveland Highway | Amend conditions of zoning** | on a 0.60± acre tract located on the southeast side of Cleveland Highway at its intersection with Wayman Drive | Zoned S-S; Tax Parcel 10138 000058 | **Proposed use: Vehicle repair, major** | ** Commission District 3 | **Ramon Carrillo Jr., applicant** **GDOT COORDINATION REQUIRED**
   (B) 2696 Cleveland Highway | Special Use | on a 0.60± acre tract located on the southeast side of Cleveland Highway at its intersection with Wayman Drive | Zoned S-S; Tax Parcel 10138 000058 | **Proposed use: Vehicle repair, major** | ** Commission District 3 | **Ramon Carrillo Jr., applicant** **GDOT COORDINATION REQUIRED**

5. **(A) 5707 Holiday Road | Amend conditions of zoning** | on a 3.04± acre tract located on the northeast side of Holiday Road approximately 194 feet from its intersection with Bethlehem Church Road | Zoned I-1; Tax Parcel 07329 001003 | **Proposed use: Vehicle sales, vehicle repair, and truck yard** | ** Commission District 2 | **Ayoub Botrus, applicant** **NO GDOT COORDINATION REQUIRED**
   (B) 5707 Holiday Road | Vary the standards of 7.6.6.E | on a 3.04± acre tract located on the northeast side of Holiday Road approximately 194 feet from its intersection with Bethlehem Church Road | Zoned I-1; Tax Parcel 07329 001003 | **Proposed use: Vehicle sales, vehicle repair, and truck yard** | ** Commission District 2 | **Ayoub Botrus, applicant** **NO GDOT COORDINATION REQUIRED**

6. **(A) 2922 Sardis Road | Rezone from Agricultural Residential 1 (AR-1) to Vacation Cottage (V-C)** | on a 1.84± acre tract located on the east side of Sardis Road approximately 411 feet from its intersection with Antioch Church Road | Zoned AR-1; Tax Parcel 10083 000012A | **Proposed Use: 2-lot subdivision** | ** Commission District 2 | **Abel Menchaca, applicant** **NO GDOT COORDINATION REQUIRED**
(B) 2922 Sardis Road | Special Use | on a 1.84± acre tract located on the east side of Sardis Road approximately 411 feet from its intersection with Antioch Church Road | Zoned AR-1; Tax Parcel 10083 000012A | **Proposed Use: 2-lot subdivision** | ** Commission District 2 | **Abel Menchaca, applicant** **NO GDOT COORDINATION REQUIRED**

7. **3663 Roy Parks Road | Rezone** | from Agricultural Residential 1 (AR-1) to Agricultural (AG-1) on a 14.28± acre tract located on the east side of Roy Parks Road approximately 1,165 feet from its intersection with AL Mangum Road | Zoned AR-1; Tax Parcel 15013 000023C | **Proposed Use: Second dwelling** | ** Commission District 3 | **Brandon Shadburn, applicant** **NO GDOT COORDINATION REQUIRED**

Thanks,

Henry Stevens, E.I.T.
GDOT Civil Engineer 2
GDOT Georgia Department of Transportation
District 1 Traffic Operations- Gainesville
1475 Jesse Jewell Pkwy
Suite 100
Gainesville, GA, 30501
470.663.1807 cell

From: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Sent: Thursday, December 26, 2024 2:11 PM
Subject: Tentative Agenda February 3, 2025

Good Afternoon,

Here is the Tentative Agenda and Maps for the **Monday, February 3, 2025** 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 **Friday, January 3, 2025.** Email comments to Beth (bgarmon@hallcounty.org) and Kaitlyn (kelliott@hallcounty.org).

CALL TO ORDER

AGENDA REVIEW

APPROVAL OF MINUTES – January 21, 2025

NEW BUSINESS

1. **146 Clarks Bridge Road | Variance** | to reduce the minimum yards | on a 0.50± acre tract located on the southeast side of Clarks Bridge Road approximately 277 feet from intersection with Evergreen Trail | Zoned R-1;

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

PUBLIC WORKS AND
UTILITIES DIRECTOR
Bill Nash, P.E.

Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

MEMORANDUM

To: Beth Garmon, Director of Planning and Zoning

From: Bill Nash, Director of Public Works and Utilities

Date: January 2, 2025

Subject: February 3, 2025 - Hall County Planning Commission Agenda

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the February 3, 2025 meeting. Upon review, we provide the following comments.

1. **146 Clarks Bridge Road | Variance** | to reduce the minimum yards | on a 0.50± acre tract located on the southeast side of Clarks Bridge Road approximately 277 feet from intersection with Evergreen Trail | Zoned R-1; Tax Parcel 09125 000003 | **Proposed Use: Accessory structure** | * Commission District 3 | **Michael Crowder, applicant**

a. **Engineering:** No comment
b. **Traffic:** No comment
c. **Utilities:** No comment

2. **7567 Persimmon Tree Road | Variance** | to reduce the minimum yards | on a 143.73± acre tract located on Persimmon Tree Road approximately 674 feet from intersection with Lula Road | Zoned AR-1; Tax Parcel 12114 000004A (pt.) | **Proposed Use: Accessory structure**| * Commission District 3 | **Patricia Oliver, applicant**

a. **Engineering:** No comment
b. **Traffic:** No comment
c. **Utilities:** No comment

3. **5351 Lanier Island Parkway | Special Use** | on a 20.27± acre tract located on the north side of Lanier Island Parkway approximately 574 feet from its intersection with Carter Road | Zoned AR-1; Tax Parcel 08169 003011| **Proposed use: Expand agri-entertainment venue** | ** Commission District 1 | **Keith Bell, applicant**

a. **Engineering:** No Comment This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
b. **Traffic:** GDOT permit required
c. **Utilities:** No Hall County sewer available

4. **(A) 2696 Cleveland Highway | Amend conditions of zoning** | on a 0.60± acre tract located on the southeast side of Cleveland Highway at its intersection with Wayman Drive | Zoned S-S; Tax Parcel 10138 000058 | **Proposed use: Vehicle repair, major** | ** Commission District 3 | **Ramon Carrillo Jr., applicant**
(B) 2696 Cleveland Highway | Special Use | on a 0.60± acre tract located on the southeast side of Cleveland Highway at its intersection with Wayman Drive | Zoned S-S; Tax Parcel 10138 000058 | **Proposed use: Vehicle repair, major** | ** Commission District 3 | **Ramon Carrillo Jr., applicant**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
b. **Traffic:** No Comment
c. **Utilities:** No Comment

5. **(A) 5707 Holiday Road | Amend conditions of zoning** | on a 3.04± acre tract located on the northeast side of Holiday Road approximately 194 feet from its intersection with Bethlehem Church Road | Zoned I-1; Tax Parcel 07329 001003 | **Proposed use: Vehicle sales, vehicle repair, and truck yard** | ** Commission District 2 | **Ayoub Botrus, applicant**
(B) 5707 Holiday Road | Vary the standards of 7.6.6.E | on a 3.04± acre tract located on the northeast side of Holiday Road approximately 194 feet from its intersection with Bethlehem Church Road | Zoned I-1; Tax Parcel 07329 001003 | **Proposed use: Vehicle sales, vehicle repair, and truck yard** | ** Commission District 2 | **Ayoub Botrus, applicant**

a. Engineering: Need as-builts for storm water
b. **Traffic:** May required decel lane
c. **Utilities:** No comment

6. **(A) 2922 Sardis Road | Rezone from Agricultural Residential 1 (AR-1) to Vacation Cottage (V-C)** | on a 1.84± acre tract located on the east side of Sardis Road approximately 411 feet from its intersection with Antioch Church Road | Zoned AR-1; Tax Parcel 10083 000012A **| Proposed Use: 2-lot subdivision | ** Commission District 2 **| Abel Menchaca, applicant**
(B) 2922 Sardis Road | Special Use | on a 1.84± acre tract located on the east side of Sardis Road approximately 411 feet from its intersection with Antioch Church Road | Zoned AR-1; Tax Parcel 10083 000012A **| Proposed Use: 2-lot subdivision | ** Commission District 2 **| Abel Menchaca, applicant**

a. **Engineering:** Show FEMA and Hall County studied Flood plains that are present on site**.**
b. **Traffic:** No Comment
c. **Utilities:** No Hall County sewer available

7. **3663 Roy Parks Road** | **Rezone** | from Agricultural Residential 1 (AR-1) to Agricultural (AG-1) on a 14.28± acre tract located on the east side of Roy Parks Road approximately 1,165 feet from its intersection with AL Mangum Road | Zoned AR-1; Tax Parcel 15013 000023C **| Proposed Use: Second dwelling | **** Commission District 3 **| Brandon Shadburn, applicant**

a. **Engineering:** Show FEMA and Hall County studied Flood plains that are present on site.
This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
b. **Traffic:** No Comment
c. **Utilities:** No Hall County sewer available

Kaitlyn Elliott (Planning)

From: John Hornick (Fire Services)
Sent: Friday, January 3, 2025 4:18 PM
To: Beth Garmon (CDI: Planning)
Cc: Kaitlyn Elliott (Planning)
Subject: Fire Comment

Monday, February 3, 2025 Hall County Planning Commission Meeting.

1. **(A) 5707 Holiday Road | Amend conditions of zoning** | on a 3.04± acre tract located on the northeast side of Holiday Road approximately 194 feet from its intersection with Bethlehem Church Road | Zoned I-1; Tax Parcel 07329 001003 | **Proposed use: Vehicle sales, vehicle repair, and truck yard** | ** Commission District 2 | **Ayoub Botrus, applicant**
   (B) 5707 Holiday Road | Vary the standards of 7.6.6.E | on a 3.04± acre tract located on the northeast side of Holiday Road approximately 194 feet from its intersection with Bethlehem Church Road | Zoned I-1; Tax Parcel 07329 001003 | **Proposed use: Vehicle sales, vehicle repair, and truck yard** | ** Commission District 2 | **Ayoub Botrus, 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

Print

Planning Commission Comments - Feb. 3, 2025 - Submission #109372

Date Submitted: 1/25/2025

Comments completed in the form below will be submitted into the record for the Feb. 3, 2025 meeting of the Hall County Planning Commission.

First Name*

Craig

Last Name*

Allbright

Address1*

3123 Bethlehem Church Rd

Address2

City*

Buford

State*

GA

Zip*

30518

Zoning Item for Comment*

(A) 5707 Holiday Road | Amend conditions of zoning

Select from the list below which zoning item you would like to register a comment on. Items are listed in the order in which they appear on the agenda.

Your Comments*

Please do not allow any amendments to this track of land. This could have been a much needed parcel of land for housing instead of a junk yard which is what it look like now. I'm not sure what goes on down there now other than it's a nuisance in many ways. In no way does it bring a clean wholesome look to this neighborhood like the Hall County Fire Station #17 did a few short months ago. It only brings in car haulers full of either wrecked vehicles or cheaply bought ones from all over to be band aided and sold to the unaware public. My family has owned this 1 acre on Bethlehem Church Rd. for 50 years and always paid taxes and stood behind its elected representatives, please consider that when hearing this case. Thank you for the advance notice by mail to this hearing.
Craig Allbright
3123 Bethlehem Church Rd
Buford Ga. 30518 Hall County

Please write your comments in the box above.

File Upload

Choose File No file chosen

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

Would you like follow-up communication?

[redacted]

Please leave an email address and/or phone number if you would like a Hall County staff member to follow-up with you.

Print

Planning Commission Comments - Feb. 3, 2025 - Submission #109608

Date Submitted: 1/29/2025

Comments completed in the form below will be submitted into the record for the Feb. 3, 2025 meeting of the Hall County Planning Commission.

First Name*

Morgan

Last Name*

Glenn

Address1*

3141 BETHLEHEM CHURCH RD

Address2

City*

BUFORD

State*

GA

Zip*

30518-1587

Zoning Item for Comment*

(A) 5707 Holiday Road | Amend conditions of zoning

Select from the list below which zoning item you would like to register a comment on. Items are listed in the order in which they appear on the agenda.

Your Comments*

This location is already operating a 24/7 location with vehicle sales and commercial vehicle storage/repair/sales. The increase in trash, traffic, light and noise pollution is within 100 yards of a church and multiple single family residences. They have shown that the location does not operate within normal zoning rules and approving their requests changes the overall use of the area. Condoning this zoning request allows them to continue to operate above the rules regardless of how the property is zoned. I would argue this full industrial operation should be accessed from a major road like lanier islands parkway. The around the clock operation is more suited for an industrial district. The transient nature of the users does not fit so close to residential areas.

Please write your comments in the box above.

File Upload

Choose File No file chosen

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

Would you like follow-up communication?

Please leave an email address and/or phone number if you would like a Hall County staff member to follow-up with you.

WARNING
MULTI CAR HAULERS PLEASE DO NOT BY ANY CIRCUMSTANCES PULL INTO GRAVEL LOT! THIS LOT IS UNDER 24HR LIVE SECURITY CAMERA SURVEILLANCE. GATE MUST STAY CLOSED AT ALL TIMES AFTER HOURS. VILOTAORS WILL BE FINED AND BOOTED.
ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY
APPLICANT: AYOUB BOTRUS
REQUEST: AMEND CONDITIONS OF ZONING FOR VEHICLE SALES, VEHICLE REPAIR (MAJOR) & TRUCK YARD WITH VARIANCES
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: MAY 5, 2025
Time: 5:15 P.M.
&
COUNTY COMMISSION
Date: JUN 12, 2025
Time: 6:00 P.M.
HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA
FOR MORE INFORMATION CALL: (770) 531-6809
WARNIN
CAR HAULERS DO NOT PUL
IN LOT! UNLOAD ON STREE
DO NOT PULL INTO LOT!
Apr 4, 2025 10:35:31
5711 Holiday Road
Buford
Hall County
Georgia

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

HALL COUNTY
We value it all in Hall

PUBLIC NOTICE REQUIREMENTS

Zoning regulations require that public notice must be given prior to all zoning hearings as follows:

1. The Planning Department shall publish a legal advertisement no less than fifteen (15) days and no more than forty-five (45) days prior to the public hearing.
2. The Planning Department shall send notification by letter of all other property owners within a 500-foot radius of the applicant's property is standard administrative policy of the Planning Department.
3. The applicant/property owner shall place the public notice sign in a conspicuous location on the property not less than fifteen (15) days and not more than forty-five (45) days prior to the public hearing.

The Planning Department shall post the legal advertisement and notify property owners within a 500ft radius to the subject property.

The applicant is required to post the public notice sign not less than fifteen (15) days and not more than forty-five (45) days prior to the public hearing. A photo of the sign placed at the location is required and must be sent to the Planning Department.

Multiple sign postings on a site may be required as determined by the Planning Department. The sign must be in a location where it is clearly visible from the roadway. The sign cannot be obstructed in any manner, placed too far from the road, or placed in such manner as would cause it to blend into the landscape.

Should you find the sign missing or vandalized in any manner, contact the Planning Department for a replacement sign. When the proceeding is complete and final Board action has occurred, the sign shall then be removed from the property by the applicant.

THE ZONING SIGN MUST BE POSTED NO EARLIER THAN _____ **AND NO LATER THAN** ~~01/05/2025~~ 01/05/2025.

THE ORGINAL SIGNED AFFIDAVIT MUST BE AND RETURNED TO THE PLANNING DEPARTMENT NO LATER THAN 01/05/2025 **ALONG WITH A MINIMUM OF ONE PHOTO SHOWING THE SIGN POSTED AT THE SUBJECT PROPERTY.**

Failure to comply will result in a delay of the application.

AFFIDAVIT

By my signature, I, AYOUB BOKUS, **hereby acknowledge that I have read and understand the sign posting requirements. I further certify that the required public notice sign was posted on** 01/02/2025 **for** LANIER Auto Sales and SCMI 5 Yor...

Please Print Name

Date

(Name application filed as)

Signature _____

(The original document is required)

AGENDA ITEM

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

REPORT TO: **Work Session (06/09/25)**

REPORT TO: **Voting Meeting (06/12/25)**

ITEM NO: 328/2025

SUBJECT: **2505 Dana Circle | Rezone |** from Agricultural Residential (AR-1) to Highway Business (H-B) | on a 0.33± acre tract located on the north side of Dana Circle at its intersection with Dana Drive | Zoned AR-1; Tax Parcel 15021A000036B | **Proposed Use: Vehicle sales** | Commission District 3 | **Tim Karas, applicant**

Meetings:

Work Session Date: 06/09/25 **Voting Meeting Date:** 06/12/25

Executive Summary:

Presenter: BG

Recommendation:
Approval, with conditions

1. The property shall be developed in accordance with the site plan dated March 6, 2025, and as described in the project narrative dated March 18, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. There shall be no more than 43 parking spaces for the display and sale of vehicle and no more than 12 spaces for vehicles awaiting reconditioning as shown on the site plan dated March 6, 2025 and described in the project narrative dated March 18, 2025
3. All vehicles awaiting reconditioning shall be stored behind the building on the area labeled as gravel parking as shown on the site plan dated March 6, 2025.
4. Access to the development shall be approved by the Hall County Engineering Department and all traffic engineering standards shall be met. The developer shall be responsible for all necessary associated costs of improvements. No towing or car transports over 14,000 pounds Gross Vehicle Weight ratings will be allowed on Dana Drive or Dana Circle.
5. All signage shall comply with the Hall County Unified Development Code (UDC).
6. No variances or development exceptions are granted as part of this request that are not explicitly granted by Board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to Environmental Health, Fire Marshal, and Hall County Engineering.
7. All conditions of zoning shall be made a part of any plats or construction plans created for the property.
8. A 6 foot tall opaque fence shall be installed along the eastern property line abutting AR-1 zoning in addition to a 15 foot transitional buffer.
9. A 30 foot front setback shall be maintained along Dana Circle and no parking shall be permitted within this setback.
10. All parking areas shall be paved with asphalt or concrete.
11. Any lighting on the premises shall be of a non-spill type.

Purpose of Request: **History:**

2505 Dana Circle | Rezone | from Agricultural Residential (AR-1) to Highway Business (H-B) | on a 0.33± acre tract located on the north side of Dana Circle at its intersection with Dana Drive | Zoned AR-1; Tax Parcel 15021A000036B | **Proposed Use: Vehicle sales** | Commission District 3 | **Tim Karas, 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?	No
Is there a deadline for this item?	

Approvals:

Submit	Approve	Attorney	Administration
KE	BG	WLI	CR
Clerk			
JR			

Attachments:

Board Memo
Recommendation Report
Application
Narrative
Site Plan
Plat
Maps
Deed
Water Availability
Environmental Health Comments
GDOT Comments
Public Works Comments
Fire Comments
Notice Sign

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

PLANNING AND ZONING
DIRECTOR
Beth Garmon

Hall County Government
PLANNING AND ZONING

To: David Gibbs, Chairman
Kathy Cooper, District 1 Commissioner
Billy Powell, District 2 Commissioner
Gregg Poole, District 3 Commissioner
Jeff Stowe, District 4 Commissioner

From: Beth Garmon, Director of Planning & Zoning

Date: May 27, 2025

Subject: **2505 Dana Circle | Rezone |** from Agricultural Residential (AR-1) to Highway Business (H-B) | on a 0.33± acre tract **| Proposed Use: Vehicle sales| Tim Karas, applicant**

The request before you is from Tim Karas to rezone from Agricultural Residential (AR-1) to Highway Business (H-B) for vehicle sales. This item is located within Commission District 3.

At their May 5, 2025 meeting, the Hall County Planning Commission voted to recommend **approval, with eleven (11) conditions (5-0).**

Staff recommendation: **Denial,** as the proposed use is inconsistent with the future land use designation of "Suburban Neighborhood, Medium Density" in the Comprehensive Plan.

There were **no comments submitted** in advance of the Planning Commission meeting and **one (1) person spoke in opposition during the public hearing.**

Planning Commission Conditions:

1. The property shall be developed in accordance with the site plan dated March 6, 2025, and as described in the project narrative dated March 18, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. There shall be no more than 43 parking spaces for the display and sale of vehicle and no more than 12 spaces for vehicles awaiting reconditioning as shown on the site plan dated March 6, 2025 and described in the project narrative dated March 18, 2025
3. All vehicles awaiting reconditioning shall be stored behind the building on the area labeled as gravel parking as shown on the site plan dated March 6, 2025.
4. Access to the development shall be approved by the Hall County Engineering Department and all traffic engineering standards shall be met. The developer shall be responsible for all necessary associated costs of improvements. No

towing or car transports over 14,000 pounds Gross Vehicle Weight ratings will be allowed on Dana Drive or Dana Circle.

5. All signage shall comply with the Hall County Unified Development Code (UDC).
6. No variances or development exceptions are granted as part of this request that are not explicitly granted by Board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to Environmental Health, Fire Marshal, and Hall County Engineering.
7. All conditions of zoning shall be made a part of any plats or construction plans created for the property.
8. A 6 foot tall opaque fence shall be installed along the eastern property line abutting AR-1 zoning in addition to a 15 foot transitional buffer.
9. A 30 foot front setback shall be maintained along Dana Circle and no parking shall be permitted within this setback.
10. All parking areas shall be paved with asphalt or concrete.
11. Any lighting on the premises shall be of a non-spill type.

HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT

Applicant ..... Tim Karas

Request ..... **Rezone** | from Agricultural Residential 1 (AR-1) to Highway Business (H-B)

Proposed Use ..... Vehicle sales

Size ..... 0.33± acres

Zoning ..... **Current:** Agricultural Residential 1 (AR-1) | **Proposed:** Highway Business (H-B)

Location ..... **2505 Dana Circle |** Tax Parcel 15021A000036B

Commission District ..... Three

Planning Commission Date ..... May 5, 2025

Staff Recommendation ..... **Denial**, as the proposed use is inconsistent with the future land use designation of "Suburban Neighborhood, Medium Density" in the Comprehensive Plan**.**

Record Number HZON25-0015

Planning Commission Recommendation..... **Approval, with conditions**

Vote: 5-0

Planning Commission Conditions:

1. The property shall be developed in accordance with the site plan dated March 6, 2025, and as described in the project narrative dated March 18, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. There shall be no more than 43 parking spaces for the display and sale of vehicle and no more than 12 spaces for vehicles awaiting reconditioning as shown on the site plan dated March 6, 2025 and described in the project narrative dated March 18, 2025
3. All vehicles awaiting reconditioning shall be stored behind the building on the area labeled as gravel parking as shown on the site plan dated March 6, 2025.
4. Access to the development shall be approved by the Hall County Engineering Department and all traffic engineering standards shall be met. The developer shall be responsible for

all necessary associated costs of improvements. No towing or car transports over 14,000 pounds Gross Vehicle Weight ratings will be allowed on Dana Drive or Dana Circle.

5. All signage shall comply with the Hall County Unified Development Code (UDC).
6. No variances or development exceptions are granted as part of this request that are not explicitly granted by Board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to Environmental Health, Fire Marshal, and Hall County Engineering.
7. All conditions of zoning shall be made a part of any plats or construction plans created for the property.
8. A 6 foot tall opaque fence shall be installed along the eastern property line abutting AR-1 zoning in addition to a 15 foot transitional buffer.
9. A 30 foot front setback shall be maintained along Dana Circle and no parking shall be permitted within this setback.
10. All parking areas shall be paved with asphalt or concrete.
11. Any lighting on the premises shall be of a non-spill type.

Excerpts from the minutes of the May 5, 2025 meeting

Applicant's Presentation:

Katie Greenway, Planning and Zoning Administrator, presented a summary of the request.

Tim Karas, 2505 Dana Circle, Gainesville, presented the request. The applicant is requesting to rezone a 0.33± acre property zoned Agricultural Residential 1 (AR-1) to Highway Business (H-B). The rezoning is intended to allow the property to be combined with the adjacent parcel located at 2511 Dana Circle (tax parcel 15021A000055) for the purpose of operating a used vehicle sales business. The Agricultural Residential 1 (AR-1) zoning of the parcel appears to be the original zoning adopted by the county in 1978. The subject property is currently vacant, and the property located to the north of the subject property with frontage on Old Cornelia Highway is zoned Highway Business (H-B) and is currently developed with a single-family home, constructed in 1958.

Public Forum:

Luke Lovell, 2506 Dana Circle, Gainesville, spoke in opposition. The concern raised was that the rear of the subject property is adjacent to residential properties and these residential properties would be negatively impacted by the security lighting despite the proposed buffer and fencing.

Rebuttal

The applicant explained the back portion would be for staff parking and storage, so there would be lighting but not the security lighting as Mr. Lovell anticipated.

Planning Commission Comments:

Mr. Braswell asked for further explanation of the fencing proposed along the perimeter of the property. The applicant described the fencing would start at the corner of the building and surround the rear of the property, and would include landscaping that would be visible to the properties adjacent to the rear. Mr. Hunt stated the preference would be a PVC opaque fence as an opaque fence is required. Mr. Hunt pointed out that that the site plan shows cars parked within the 30 foot setback which he could not support and that he could also not support the proposed gravel parking area. Mr. Braswell asked the applicant to describe the lighting for the rear of the building. The applicant stated the security lighting would be at the front of the building and there would not be lighting at the rear. Mr. Hunt asked for the applicant to describe the intent to "recondition" cars. The applicant explained that this would include cleaning cars after receiving them and installation of GPS tracking systems. If more than simple maintenance is required, the cars would be sent offsite to a mechanic. The applicant asked for Mr. Hunt to clarify his objection to gravel paving. Mr. Hunt stated that he would prefer asphalt or concrete paving be used.

***Motion:* A motion to approve, with conditions was made by Stan Hunt and seconded by Shannon Davidson. Vote: 5-0**

Conditions:

1. The property shall be developed in accordance with the site plan dated March 6, 2025, and as described in the project narrative dated March 18, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. There shall be no more than 43 parking spaces for the display and sale of vehicle and no more than 12 spaces for vehicles awaiting reconditioning as shown on the site plan dated March 6, 2025 and described in the project narrative dated March 18, 2025
3. All vehicles awaiting reconditioning shall be stored behind the building on the area labeled as gravel parking as shown on the site plan dated March 6, 2025.
4. Access to the development shall be approved by the Hall County Engineering Department and all traffic engineering standards shall be met. The developer shall be responsible for all necessary associated costs of improvements. No towing or car transports over 14,000 pounds Gross Vehicle Weight ratings will be allowed on Dana Drive or Dana Circle.
5. All signage shall comply with the Hall County Unified Development Code (UDC).
6. No variances or development exceptions are granted as part of this request that are not explicitly granted by Board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to Environmental Health, Fire Marshal, and Hall County Engineering.
7. All conditions of zoning shall be made a part of any plats or construction plans created for the property.
8. A 6 foot tall opaque fence shall be installed along the eastern property line abutting AR-1 zoning in addition to a 15 foot transitional buffer.

9. A 30 foot front setback shall be maintained along Dana Circle and no parking shall be permitted within this setback.
10. All parking areas shall be paved with asphalt or concrete.
11. Any lighting on the premises shall be of a non-spill type.

Staff recommends DENIAL of the applicant's request. However, if the Planning Commission sees fit to approve this application, Staff recommends the following conditions:

1. The property shall be developed in accordance with the site plan dated March 6, 2025, and as described in the project narrative dated March 18, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. There shall be no more than 43 parking spaces for the display and sale of vehicle and no more than 12 spaces for vehicles awaiting reconditioning as shown on the site plan dated March 6, 2025 and described in the project narrative dated March 18, 2025
3. All vehicles awaiting reconditioning shall be stored behind the building on the area labeled as gravel parking as shown on the site plan dated March 6, 2025.
4. Access to the development shall be approved by the Hall County Engineering Department and all traffic engineering standards shall be met. The developer shall be responsible for all necessary associated costs of improvements. No towing or car transports over 14,000 pounds Gross Vehicle Weight ratings will be allowed on Dana Drive or Dana Circle.
5. All signage shall comply with the Hall County Unified Development Code (UDC).
6. No variances or development exceptions are granted as part of this request that are not explicitly granted by Board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to Environmental Health, Fire Marshal, and Hall County Engineering.
7. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

Summary Analysis

The applicant is requesting to rezone a 0.33± acre property zoned Agricultural Residential 1 (AR-1) to Highway Business (H-B). The rezoning is intended to allow the property to be combined with the adjacent parcel located at 2511 Dana Circle (tax parcel 15021A000055) for the purpose of operating a used vehicle sales business.

The Agricultural Residential 1 (AR-1) zoning of the parcel appears to be the original zoning adopted by the county in 1978. The subject property is currently vacant, and the property located to the north of the

subject property with frontage on Old Cornelia Highway is zoned Highway Business (H-B) and is currently developed with a single-family home, constructed in 1958.

The surrounding properties are zoned and developed as outlined below:

North: Highway Business (H-B): Single-family residence
South: Agricultural Residential 1 (AR-1): Single-family residences, H.D. Greenway Subdivision
East: Agricultural Residential 1 (AR-1): Single-family residences, H.D. Greenway Subdivision
West: Agricultural Residential 1 (AR-1): Single-family residences

Several parcels to the north of the subject lot, located along Old Cornelia Highway, are zoned Highway Business and currently operate commercial uses such as RabbitTown Salvage (tax parcels 15021A000036 & 15021A000035), Stone Lodge #715 Trustees (tax parcel 15021A000041), and Second Hand Goods Thrift Store (tax parcel 15021B000044). All are located within the "Suburban Neighborhood, Medium Density" future land use designation.

The applicant is requesting to rezone the subject parcel and combine it with the adjacent property at 2511 Dana Drive (tax parcel 15021A000055) to allow for a vehicle sales lot. The combined development site would total approximately 1.41 acres. As described in the narrative, the proposed use is a boutique car sales operation with an anticipated volume of 20 to 30 vehicle sales per month. The business will also include minor vehicle repairs to include installation of GPS systems and reconditioning prior to sale.

Access to the site will be from Dana Drive. The development includes a proposed 60-foot by 90-foot building (5,400 square feet total) that would serve as office space and detail bays. However, the narrative and site plan do not specify how the building will be divided between these uses. A total of 66 parking spaces are proposed: 43 for vehicle display, 11 for customers and employees, and 12 for vehicles awaiting reconditioning. Gravel is proposed on the sides and rear of the proposed building, which includes both drive aisles as well as 18 parking spaces; the site plan indicates that the gravel area would be enclosed with a fence, although no details were provided regarding the fence materials or height.

The site plan includes a 10 foot landscape strip around the perimeter, excluding the northern boundary, which adjoins property, zoned Highway Business (H-B) at 2511 Dana Drive. A 15 foot transitional buffer with a fence is proposed along the eastern property line adjacent to land zoned Agricultural Residential 1 (AR-1).

Signage plans include a 150 square foot wall sign, which exceeds allowable limits. Wall signs are restricted to either 64 square feet or one square foot per linear foot of storefront—whichever is greater. Based on the building frontage, only 90 square feet would be permitted. No sign renderings have been provided.

Water service will be provided by the City of Gainesville as confirmed in an email dated April 17, 2025. Sanitary sewer services will be provided by on-site septic system.

Based on the future land use plan, staff finds the requested zoning designation *is inconsistent* with the Hall County Comprehensive Plan future land use designation of "Suburban Neighborhood, Medium Density." These areas consist of medium-density, single-family housing (attached or detached). They should be located where there is existing water and sewer infrastructure, or where future infrastructure is expected to be located. Future infrastructure may be driven by the Sewer System Master Plan & Rate Study or by developers willing to fund access where it isn't already planned.

Zoning Analysis

When considering a zoning amendment to the zoning maps, the Planning Commission must study the need and justification for the change based on a determination of the facts applicable to the particular case, and the following general lines of inquiry must be considered:

a. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property; **The subject lot is part of an existing subdivision, H.D. Greenway Subdivision, and is surrounded by residentially zoned and developed parcels. Adjacent and nearby properties to the north along Cornelia Highway are zoned Highway Business and are partially developed with commercial uses.**

b. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **It is difficult to anticipate whether the proposed rezoning will adversely affect nearby properties, as the commercial uses already established in the area are dissimilar in type.**

c. Whether the property to be affected by the zoning proposal has reasonable economic use as currently zoned. **The property appears to have reasonable economic use as currently zoned.**

d. 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; **If approved, the use is not anticipated to cause an excessive or burdensome use of the existing streets, transportation facilities, utilities, schools, police protection, fire protection, public facilities, or emergency medical service.**

e. Whether the zoning proposal is in conformity with the policy and intent of the land use plan; **The proposed use is inconsistent with the Comprehensive Plan and the "Suburban Neighborhood, Medium Density" future land use designation.**

f. The extent to which property values are diminished by the existing zoning restrictions; **Staff is unable to determine the extent to which property values are diminished by the existing zoning restrictions.**

g. 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. Often it is difficult to determine the effect of a development on adjacent properties until the development is completed.**

h. 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.**

i. 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 parcel is currently undeveloped, and appears to be vacant since 2021, per Hall County aerial imagery.**

j. 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 affecting the use or development of the property.**

k. Whether the change would create an isolated district unrelated to the surrounding districts; **The proposed zoning of Highway Business (H-B) would not create an isolated district as the adjacent property to the north is zoned H-B.**

l. 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.**

m. Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **The request does not appear to be out of scale with the needs of the immediate neighborhood or the county as a whole; however, the subject property is located within a residential subdivision.**

n. Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **There are other properties within the county that support commercial uses based on the Future Land Use map.**

o. 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.**

p. 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 land development 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.**

q. 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.**

11.2.6.E - Submission requirements

1. Any person or persons requesting a change in the official zoning map or use subject to approval of the county commission must file an application with a plat or map of the property attached thereto, together with payment of such fees set forth in this Sec 11.2. to cover administrative and advertising costs, in the Planning and Zoning Department office. Such person or persons or their authorized agent must appear in person at the public hearing held to consider the district change. **The 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.**
2. All applications for a change of zoning classification or use subject to approval of the county commission shall include:

a. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in this Sec. 11.2. **The proposal does provide a narrative outlining the intent of the request; however, the applicant has not prepared a response to each of the criteria listed in 11.2.6.E.2**

b. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in this Sec. 11.2. **The proposal meets this requirement.**

c. For any application for a slow rate land treatment system as defined in 7.6.9.D.1, additional requirements apply. **This standard is not applicable to the applicant's request.**

3. For any application proposing the development of 100 or more residential dwelling units, a traffic impact study must be submitted prior to consideration of the application by the County Commission. At the applicant's expense, the traffic impact study must be prepared by a professional engineer in accordance with requirements established by the Hall County Engineering Department. The Engineering Department must review the traffic impact study and forward any comments to the County Commission. **This standard is not applicable to the applicant's request.**

Development Support and Constraints

Hall County Environmental Health
In an email dated April 3, 2025, Emily McGahee stated "Must meet all Environmental Health commercial septic systems permitted requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation may be required after review of business plan."

Georgia Department of Transportation
In an email dated April 2, 2025, Henry Stevens, E.I.T., GDOT Civil Engineer 2, stated that GDOT coordination is not required.

Hall County Public Works and Utilities
In a memorandum dated April 10, 2025, from Director of Public Works and Utilities, Bill Nash, stated the following:

Engineering:
This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage

Traffic:
Dana Circle is a substandard roadway for commercial use. Improvements will be required by Hall County Engineering. No towing or car transports over 14,000 pounds Gross Vehicle Weight Ratings will be allowed. (4-10-25).

Utilities:
Gainesville w/s

Hall County Fire Marshal
In an email dated April 2, 2025, John Hornick, NPQ Fire Service Plans Examiner 1, stated, “The Hall County Fire Marshal’s has no comments as proposed.”

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503
t: 770-531-6809 I f: 770-531-3902

HALL COUNTY
GEORGIA
We have it all in Hall

ZONING APPLICATION

Applicant (Name & Mailing Address)

Tim Karas

5816 Ansley Terrace, Braselton, GA 30517

Phone 404-604-9763

Email Address tim@georgiaelite.net

Property Owner (Name & Mailing Address)

Tim Karas

5816 Ansley Terrace, Braselton, GA 30517

Phone 404-604-9763

Email Address tim@georgiaelite.net

Proposed Use Used Auto Dealership

Contact Person (Name & Mailing Address)

Tim Karas

5816 Ansley Terrace, Braselton, GA 30517

Phone 404-604-9763

Email Address tim@georgiaelite.net

Status of Applicant

☒ Owner
☐ Option to Purchase
☐ Area Resident
☐ Other

Requested Action

Existing Zoning: AR-1

Rezone to: H-B

Fee:$ 450

Receipt #:

Check #:

Tax Parcel Number 15021A000036B

Acreage .33 acres

Location Address 2505 2511 Dana Drive Gainesville GA 30507

I hereby certify that the above information and all attached information are true and correct.

Sign [signature] Date: 3/5/2025

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 I f: 770-531-3902

HALL COUNTY
GEORGIA
We have it all in Hall

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__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: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/Owner's Signature: Tim Karas **Date:** 3/5/2025

Applicant's/Owner's Name (Printed): Tim Karas

Received March 18, 2025

Rezoning Application Report

Applicant Information

- **Applicant Name:** Tim Karas
- **Property Address:** 2505 Dana Circle, Gainesville, GA 30507
- **Parcel Number:** 15021A000036B
- **Current Zoning:** AR-1 (Agricultural-Residential)
- **Proposed Zoning:** H-B (Highway Business)
- **Total Acreage After Combination:** 1.41 acres

1. Description of Proposed Use

The applicant respectfully requests rezoning of the subject property to **H-B (Highway Business)** to allow for a **small, low-volume used auto dealership**.

This business model is **not** a high-traffic dealership but rather a **boutique-style sales operation**, facilitating approximately **20-30 vehicle sales per month**. Given this limited volume, the dealership will have a minimal effect on local traffic patterns and will not contribute to congestion in the area.

- **Type of Business:** Used Auto Dealership (Low-Volume)
- **Vehicle repair, minor:** Installation of GPS devices and minor reconditioning on inventory vehicles in preparation for sale.
- **Operating Hours:** 9:00 AM – 7:00 PM, Monday through Saturday
- **Traffic Impact:** The business will generate only a **small number of customer visits per day**, ensuring a low impact on surrounding roadways.

2. Entrance & Traffic Considerations

To further mitigate any traffic concerns and maintain harmony with the surrounding area, and due to the fact that a Cornelia highway entrance is **infeasible,** we need commercial access and the primary entrance to the property be located on **Dana Drive**.

- Given the **low sales volume and minimal daily traffic**, this entrance would **not negatively impact Dana Drive's existing traffic conditions**.
- The business does **not** require large transport trucks or high-volume deliveries, further reducing any potential strain on local roads.
- This entrance location would also help ensure smooth traffic flow for customers without disrupting neighboring properties.

3. Proposed Development Standards

- **Number of Lots:** 1 lot (after combination)
- **Lot Size:** 1.41 acres
- **Setback Requirements:**
    - **Front:** 30 feet
    - **Side:** 20 feet
    - **Rear:** 10 feet
- **Use Restrictions:** No additional restrictions beyond Hall County's **H-B** zoning requirements.
- **Vehicle parking spaces:**

    - **Display:** 43
    - **Customers/employees:** 11
    - **Awaiting reconditioning:** 12

4. Proposed Signage

- A professional business sign will be **affixed to the building**.
- **Size:** Approximately **15 feet wide by 10 feet tall**.
- **Lighting:** The sign will be **either externally illuminated with a mounted light or internally backlit**, ensuring visibility while minimizing light pollution for nearby properties.

5. Proposed Lighting & Security Measures

We are committed to maintaining a **safe and well-lit environment** while being mindful of neighboring properties. The lighting plan includes:

- **Parking lot lights** to ensure the safety of customers and employees.
- **Building-mounted lighting fixtures** to provide additional security and visibility.
- **Minimizing Light Pollution:** A **fence will be installed** at the rear of the property to serve as a light shield for any neighboring properties.

By implementing these measures, we aim to create a secure and inviting business space **without negatively affecting surrounding residences**.

6. Provisions for Water and Wastewater Disposal

- The property will be **connected to public water** to ensure adequate service.
- A **new septic system** will be installed to meet all **Hall County Health Department** regulations and standards for wastewater disposal.

7. Plans for Protecting Neighboring Properties (Buffers & Fencing)

Respecting and protecting **neighboring properties** is a **top priority** for this rezoning request. To ensure this, we will implement the following:

- A **15-foot transitional buffer** along the **rear of the property**, which will provide natural separation from adjacent properties.
- A **fence enclosing the rear portion of the property** to offer **both visual and noise screening** for our neighbors.
- An **additional 15-foot buffer** between our lot and the **adjacent property owned by LCTL Properties, LLC (Parcel #15021A000036C)**.

These steps will ensure **privacy, reduced noise, and minimal visual impact** on nearby residential and business properties.

8. Additional Documentation

A **proposed site plan** has been submitted alongside this application, detailing:

- The property layout,
- Proposed entrance location,
- Planned buffers and fencing,

- Lighting and signage plans.

Conclusion & Justification for Rezoning Approval

The proposed rezoning will **positively contribute** to the local economy while ensuring minimal disruption to the surrounding community. Key justifications include:

- **Low-Traffic Impact:** With only **20-30 vehicle sales per month**, the dealership will not create congestion or strain existing infrastructure.

- **Respectful to Neighbors:** Proper fencing, buffers, and lighting control measures will **protect neighboring properties** from noise and light pollution.

- **Appropriate Commercial Use:** The **H-B zoning designation** aligns with the gradual commercial growth of this area while maintaining a responsible and well-managed business presence.

- **Reasonable Entrance Location Request:** The entrance on **Dana Drive** is a logical and respectful choice, given the **low volume of traffic** the business will generate.

For these reasons, we **respectfully request** the approval of this rezoning application for **2511 Dana Drive, Gainesville, GA 30507**.

PROJECT INFORMATION:
CURRENTLY, THIS 1.41 ACRE PROPERTY CONTAINS AN EXISTING RESIDENCE AND IS MAINLY GRASSED.

THE PROPOSED DEVELOPMENT WILL CONSIST OF A USED CAR DEALERSHIP WITH A 60'x90' BUILDING, AND PARKING IN BOTH THE FRONT AND THE REAR. THE PURPOSE OF THIS SITE PLAN IS TO REZONE PARCEL 15021A000036B FROM AR-1 TO H-B.

PROPERTY/PARCEL INFORMATION:
ADDRESS: 2511 DANA DRIVE, GAINESVILLE, GA 30507
PARCEL NUMBERS: 15021A000055 & 15021A000036B
JURISDICTION: HALL COUNTY

TRACT A AREA= 0.33 ACRES
TRACT B AREA= 1.080 ACRES
TOTAL AREA= 1.41 ACRES

BOUNDARY INFORMATION OBTAINED FROM A SURVEY FOR PINE LAKE MANAGEMENT LLC, BRISKIN, CROSS & SANFORD, LLC, BLUE SKY TITLE, LLC, AND CHICAGO TITLE INSURANCE COMPANY COMPLETED BY CLARK CANADAY, LLC DATED SEPTEMBER 23, 2023.

CONTOUR DATA FROM COMPLETED BY CLARK CANADAY, LLC DATED SEPTEMBER 23, 2023.
CONTOUR INTERVAL: 2'

UTILITIES SHOWN HEREON ARE FROM EXISTING STRUCTURES AND ABOVEGROUND MARKS FOUND. DAVIS ENGINEERING AND SURVEYING, LLC IS NOT RESPONSIBLE FOR THE LOCATION OF UNDERGROUND UTILITIES.

ACCORDING TO AN INTERPRETATION OF THE FEMA NATIONAL FLOOD HAZARD LAYER, THIS PROPERTY DOES NOT LIE WITHIN A FEDERAL FLOOD HAZARD AREA PER FIRM PANEL 13139C0195H DATED 12/1/2022.

ZONING INFORMATION:
HALL COUNTY
EXISTING ZONING:
PARCEL 15021A000055: HIGHWAY BUSINESS (H-B)
PARCEL 15021A000036B: AGRICULTURAL-RESIDENTIAL 1 (AR-1)

PROPOSED ZONING:
PARCEL 15021A000055: HIGHWAY BUSINESS (H-B)
PARCEL 15021A000036B: HIGHWAY BUSINESS (H-B)
FRONT: 30'
SIDE: 20'
REAR: 10'

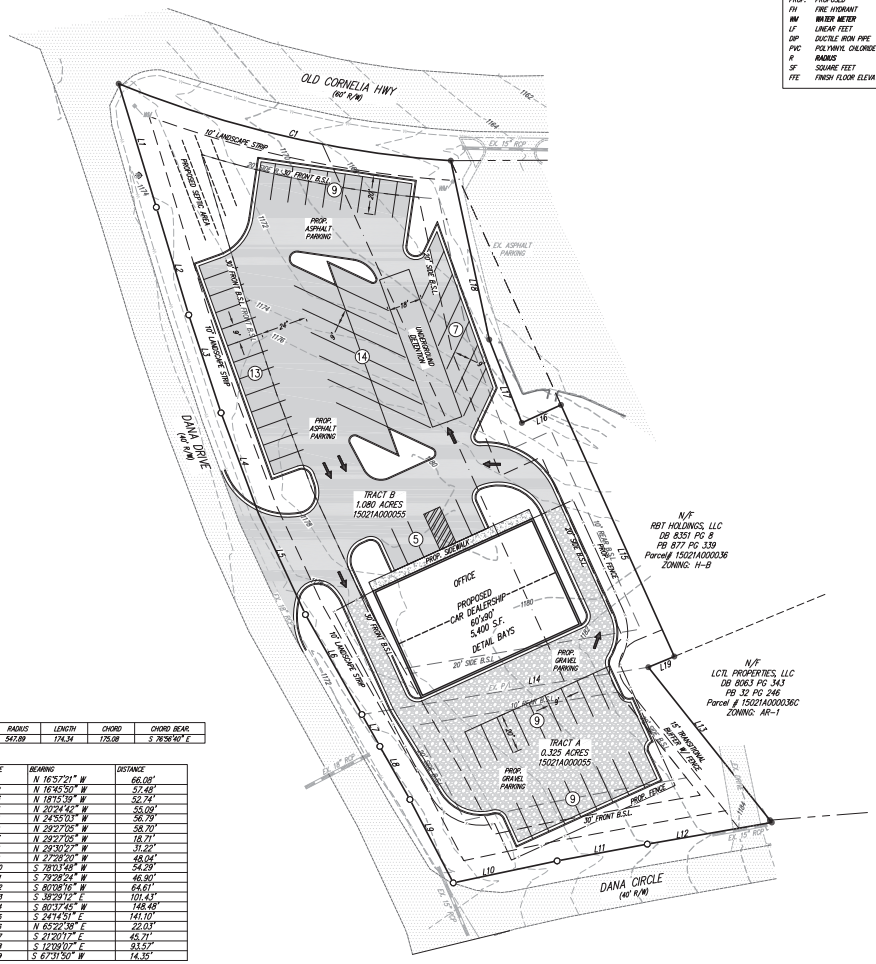
LOT COVERAGE: 80% MAXIMUM
CALCULATED COVERAGE: 64.6%
LOT AREA: 15,000 S.F. MINIMUM
LOT FRONTAGE: 100' MINIMUM
MAXIMUM BUILDING HEIGHT: 50'

PARKING REQUIREMENTS:
USE: VEHICLE SALES

PARKING REQUIRED: 1 SPACE PER 500 S.F.
5,400 S.F. / 500 S.F. = 9 SPACES

PARKING PROVIDED: 66 SPACES (1 HANDICAP)

COPYRIGHT © 2024 THESE DRAWINGS ARE PROTECTED BY FEDERAL COPYRIGHT PROTECTION. UNAUTHORIZED USE OF THESE DRAWINGS, INCLUDING ANY REPRODUCTION OR COPY OF IT, WHETHER IN WHOLE OR IN PART, MAY RESULT IN AN INFRINGEMENT ACTION.



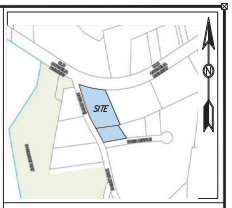
CURVE	RADIUS	LENGTH	CHORD	CHORD BEAR.
C1	547.89'	174.34'	175.08'	S. 76°56'40" E.

LINE	BEARING	DISTANCE
L1	N. 16°57'21" W.	66.08'
L2	N. 16°45'50" W.	57.48'
L3	N. 18°15'39" W.	52.74'
L4	N. 20°24'42" W.	55.09'
L5	N. 24°55'03" W.	56.79'
L6	N. 29°27'05" W.	58.70'
L7	N. 29°27'05" W.	18.71'
L8	N. 29°30'27" W.	31.20'
L9	N. 37°28'20" W.	48.04'
L10	S. 78°03'48" W.	54.29'
L11	S. 79°28'24" W.	46.90'
L12	S. 80°08'16" W.	64.61'
L13	S. 38°29'12" E.	101.43'
L14	S. 80°37'45" W.	148.48'
L15	S. 24°14'51" E.	141.10'
L16	N. 65°22'38" E.	22.03'
L17	S. 21°20'17" E.	45.71'
L18	S. 12°09'07" E.	93.57'
L19	S. 67°31'50" W.	14.35'

LEGEND

POWER POLE (PP)		C&G	CURB AND GUTTER
HP	HIGH POINT	IP	IRON PIN
DI	DROP INLET	P.A.	PROPERTY LINE
JB	JUNCTION BOX	F.E.S.S.	FLARED END SAFETY SECTION
OCS	OUTLET CONTROL STRUCTURE	PT.	POINT OF TANGENT
DWCB	DOUBLE WING CATCH BASIN	PC	POINT OF CURVATURE
HW	HEADWALL	OCS	OUTLET CONTROL STRUCTURE
RCP	REINFORCED CONCRETE PIPE	ELEV.	ELEVATION
CMP	CORRUGATED METAL PIPE	N/F	NOW OR FORMERLY
HDPE	HIGH DENSITY POLYETHYLENE	R/W	RIGHT OF WAY
UGD	UNDERGROUND DETENTION	LL	LAND LOT LINE
TBM	TEMPORARY BENCHMARK	CONC.	CONCRETE
EX.	EXISTING	INV	INVERT
PROP.	PROPOSED	EOP	EDGE OF PAVEMENT
FH	FIRE HYDRANT	TYP.	TYPICAL
WM	WATER METER	—x—	FENCE
LF	LINEAR FEET	—x—	SILT FENCE
DIP	DUCTILE IRON PIPE	—OHP—	OVERHEAD ELECTRIC
PVC	POLYVINYL CHLORIDE		SOILS
R	RADIUS	—SS—	SANITARY SEWER LINE
SF	SQUARE FEET		BUILDING SETBACK LINE
FFE	FINISH FLOOR ELEVATION		VEGETATIVE BUFFER
		—W—	WATERLINE

GRID NORTH (GA WEST ZONE)
(PER REF. SURVEY)



LOCATION MAP
N.T.S.

OWNER
TIMOTHY D. KARAS
5816 ANSLEY TERRACE
BRASELTON, GA 30517

GEORGIA811
www.Georgia811.com

IF ANY CONFLICTS, DISCREPANCIES, OR ANY OTHER UNSATISFACTORY CONDITIONS ARE DISCOVERED, EITHER ON THE CONSTRUCTION DOCUMENTS OR FIELD CONDITIONS, THE CONTRACTOR MUST NOTIFY THE ENGINEER IMMEDIATELY AND SHALL NOT COMMENCE FURTHER OPERATION UNTIL THE CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE RESOLVED.

GRAPHIC SCALE
0 30 60 90
(IN FEET)
1 inch = 30 ft.

DES DAVIS
ENGINEERING & SURVEYING
24 DAWSON VILLAGE WAY SOUTH
DAWSONVILLE, GA 30534
PHONE: (706) 265-1234
DAVISENGINEERS.COM

REVISION	DATE	DESCRIPTION
-	3/6/2025	INITIAL SUBMITTAL

REZONING PLAN
DANA DRIVE
G.M.D.411
HALL COUNTY, GEORGIA

DRAWN BY:	NAP
CHECKED BY:	TB
G.M.D:	411
DISTRICT:	-
SECTION:	-
CITY:	-
COUNTY:	HALL
DATE:	3/6/2025

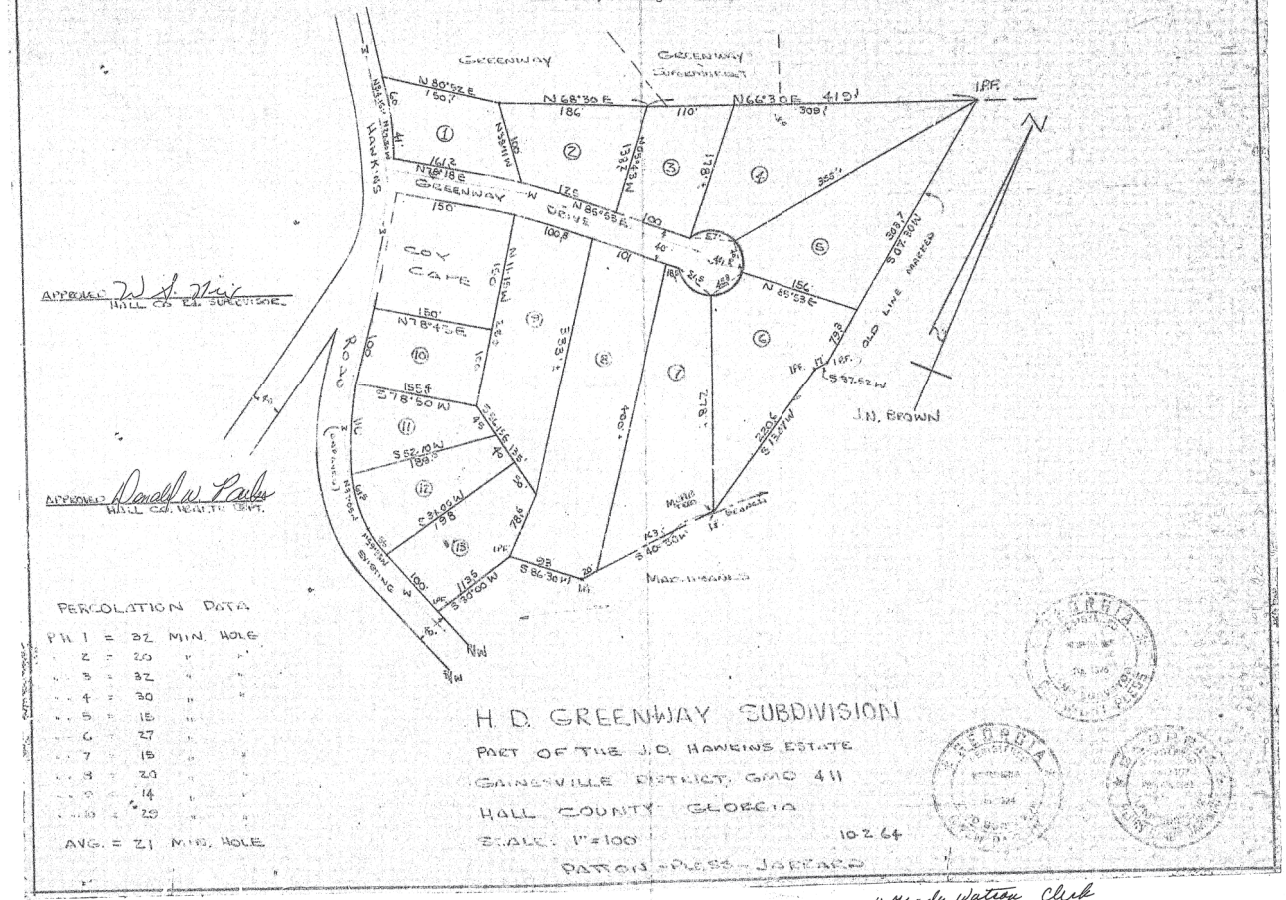
SHEET NO. 1 OF 1

PROJECT NO. 25-086

05.05.2025 Item 9

I HEREBY DEDICATE 40' R/W
GREENWAY DRIVE TO HALL CO.
H.D. GREENWAY

Recording Permit
By: Vera B Sears 12-4-64
Hall County Planning Commission



APPROVED W. L. Nix
HALL CO. EX. SUPERVISOR

APPROVED Donald W. Parks
HALL CO. HEALTH DEPT.

PERCOLATION DATA

PH 1	= 32	MIN. HOLE
" 2	= 20	" "
" 3	= 32	" "
" 4	= 30	" "
" 5	= 15	" "
" 6	= 27	" "
" 7	= 15	" "
" 8	= 20	" "
" 9	= 14	" "
" 10	= 29	" "

AVG. = 21 MIN. HOLE

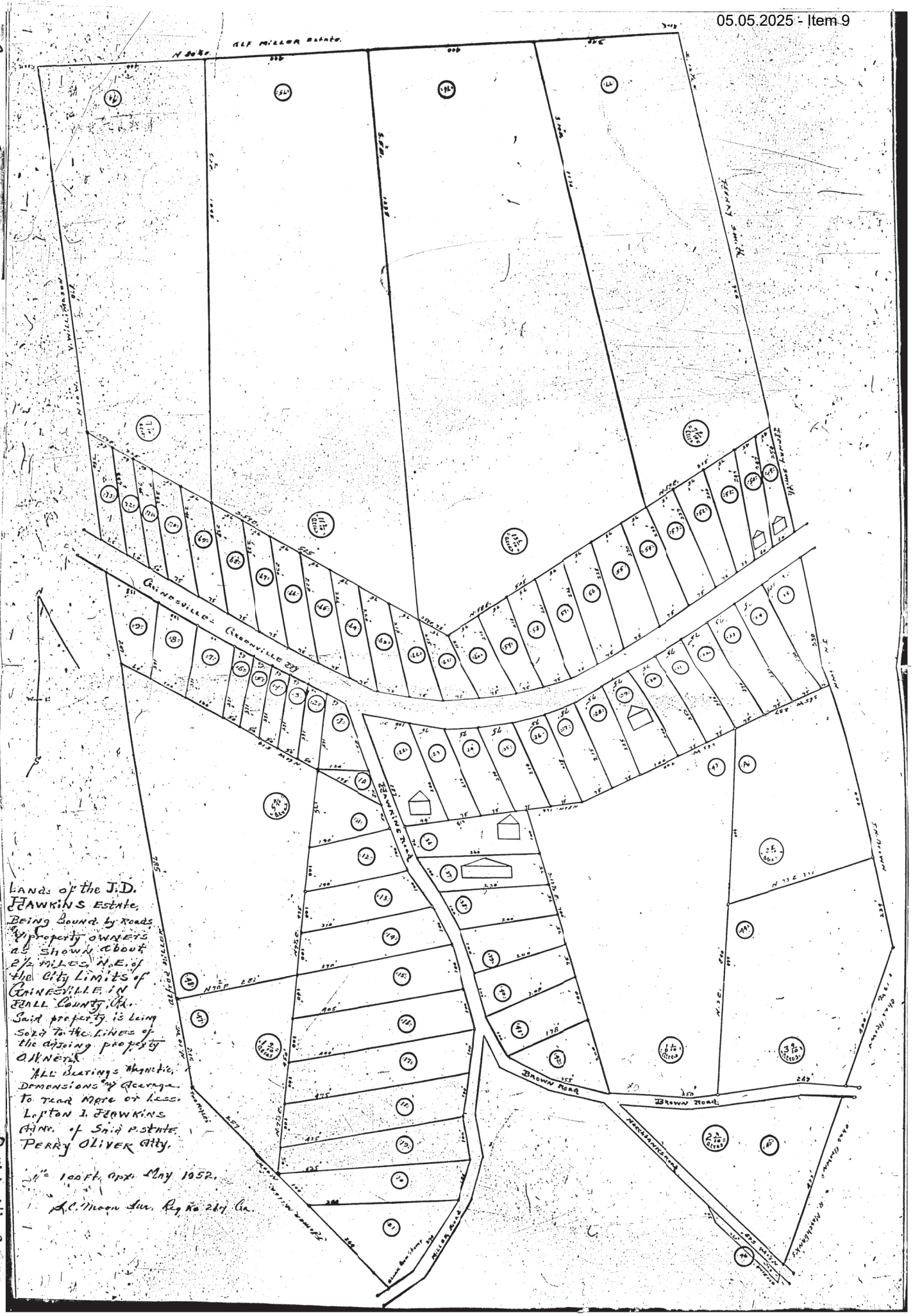
H. D. GREENWAY SUBDIVISION
PART OF THE J.D. HAWKINS ESTATE
GAINESVILLE DISTRICT, GMD 411
HALL COUNTY GEORGIA
SCALE: 1" = 100' 10.2.64
PATTON - PLESS - JARRARD

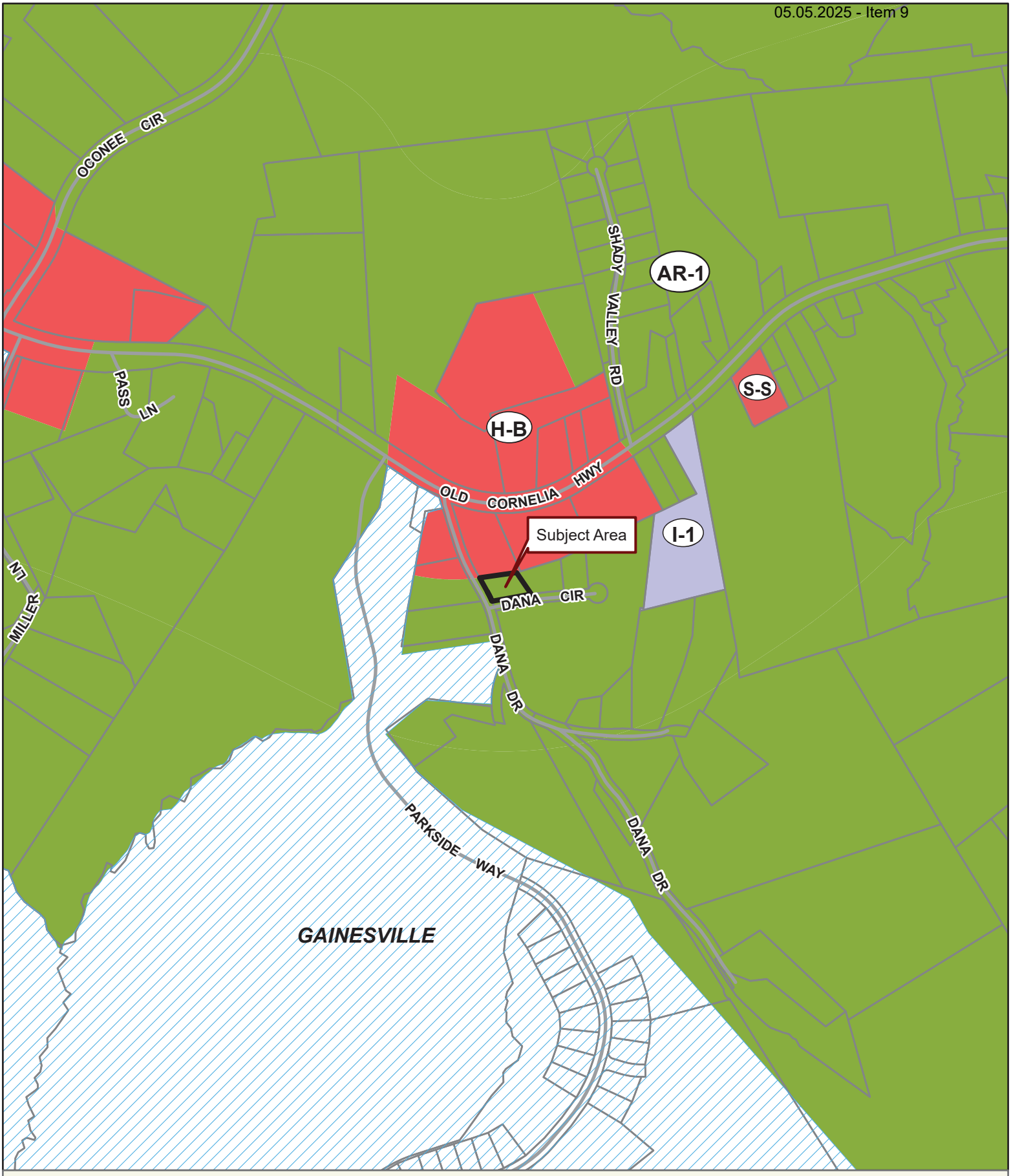
Recorded December 10-1964

H. Grady Watson, Clerk

https://search.ancestry.com/cgi-bin/sse.dll?gl=HTML5Viewer.aspx?key1=O00032&key2=246&county=69&countyname=HALL&userid=891638&appid=28 6/4/2021 9:07:36 AM

Received July 16, 1952


ALF MILLER Estate
N 80 E
S 80 E
N 10 E
S 10 E
W. Williamson
Jeremy Smith
Gainesville - Greenville 23A
Hawkins Road
Brown Road
Brown Road
Miller Road
Miller Road
Alford Miller
Jeremy Smith
N 73 E 330'
N 70 E 201'
N 73 E 330'
N 10 E 330'
S 10 E 330'
N 10 E 330'
S 10 E 330'
N 10 E 330'
S 10

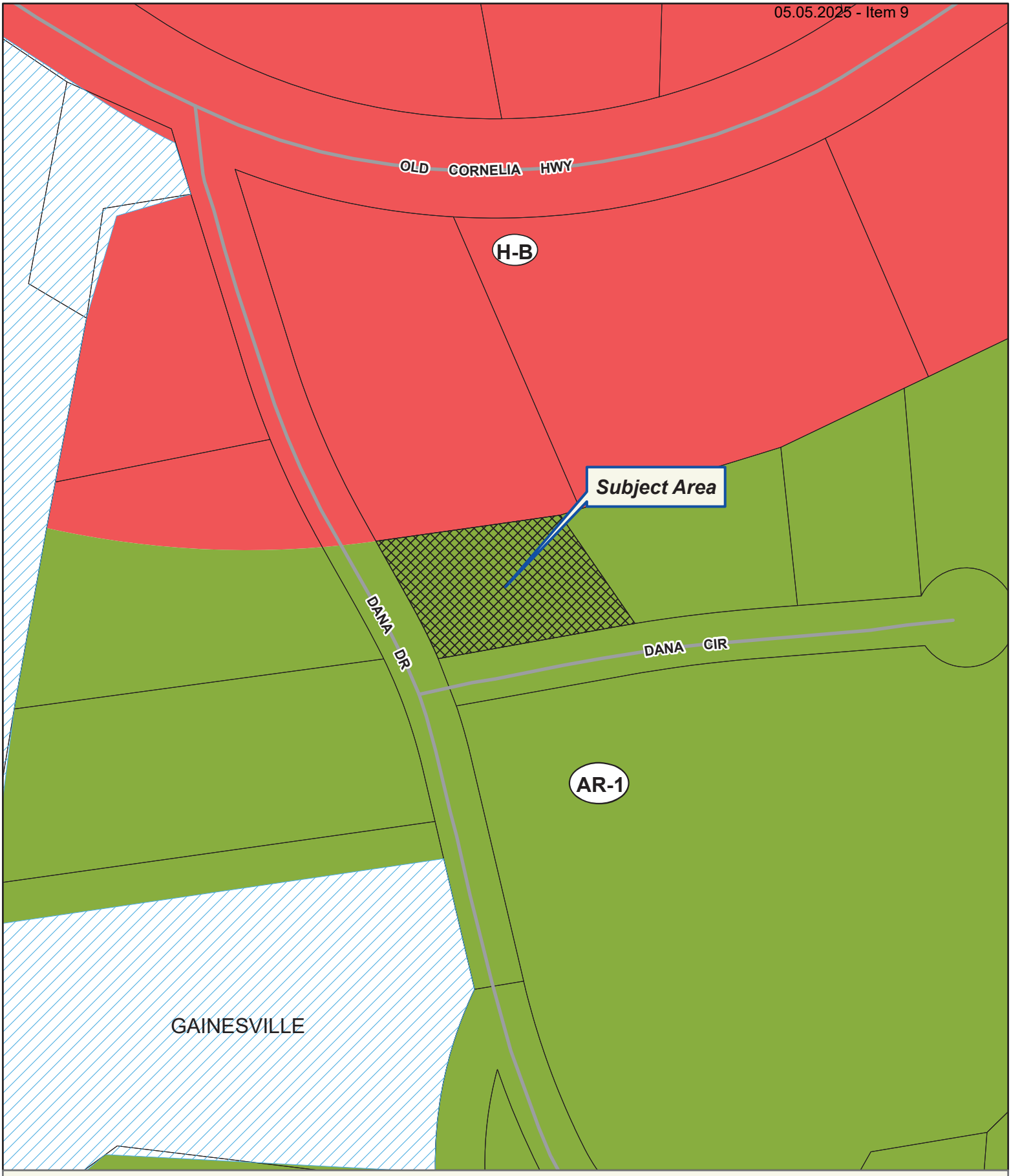


Applicant: TIM KARAS
Tax Parcel #: 15021A000036B
Location: 2505 DANA CIRCLE, GAINESVILLE, GA 30507
Commission District 3 **PC Mtg. Date: 05/05/2025**

0 150 300 600
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N



Applicant: TIM KARAS
Tax Parcel #: 15021A000036B
Location: 2505 DANA CIRCLE, GAINESVILLE, GA 30507
Commission District 3 **PC Mtg. Date: 05/05/2025**

0 25 50 100
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N

Applicant: TIM KARAS
Tax Parcel #: 15021A000036B
Location: 2505 DANA CIRCLE, GAINESVILLE, GA 30507
Commission District 3 **PC Mtg. Date: 05/05/2025**

0 25 50 100
Feet

Zoning Boundary
City Limits
Subject Area

N

Recording requested by:
Taylor Sellers Law

After Recording Return To:
Taylor Sellers Law
3355 Lenox Road, Suite 1000
Atlanta, GA 30326

File Number: 24-525
Parcel ID: 15021A000036B

eFiled and eRecorded
DATE: 11/18/2024
TIME: 3:02 PM
DEED BOOK: 9570
PAGE: 651 - 652
FILING FEES: $25.00
TRANSFER TAX: $15.00
PARTICIPANT ID: 7721387143
PT61: 069-2024-007914
RECORDED BY: TH
CLERK: Charles Baker, C.S.C
Hall County, GA

Limited Warranty Deed

State of Georgia
County of Hall

This Indenture made the 13th day of November, 2024, between **Rita Shockley, as Executor of Estate of Ruby W. Greenway**, party of the first part, henceforth referred to as "Grantor", and **Timothy Karas**, party of the second part, henceforth referred to as "Grantee."

WITNESSETH That: the said party of the first part, for and in consideration of the sum of **TEN AND 00/100 DOLLARS ($10.00)** and other goods and valuable considerations in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said party of the second part, his heirs and assigns,

> **All that tract or parcel of land lying and being in GMD 411, Hall County, Georgia and being all of Lot No. 1 of the H.D. Greenway Subdivision according to a plat prepared by Patton-Pless-Jarrard, dated October 2, 1964 and recorded at Plat Book 32, Page 246, Hall County, Georgia Records. Said plat is incorporated herein for a more complete description of the subject property.**
>
> **Subject to all easements, restrictions and covenants of record.**

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said party of the second part, his heirs and assigns, forever, in FEE SIMPLE.

AND THE SAID party of the first part, for his heirs, executors and administrators, will warrant and forever defend the right and title to the above described property, unto the said party of the second part, his heirs and assigns, against claims of all persons owning, holding or claiming by, through or under the said party of the first part.

https://search.gsccca.org/Imaging/HTML5Viewer.aspx?id=86875571&key1=9570&key2=651&county=69&countyname=HALL&userid=891638&appid=4 1/1

Outlook

2505 Dana Circle or 2511 Dana Drive.

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Thu 4/17/2025 9:32 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Nick Swafford <NSwafford@gainesvillega.gov>
Sent: Thursday, April 17, 2025 8:43 AM
To: Kristie Turner (Planning) <kturner@hallcounty.org>
Cc: tim@georgiaelite.net
Subject: RE: 2505 Dana Circle or 2511 Dana Drive.

Good morning Kristie,

My apologies for the delay getting this to you. If you need anything further, please let me know.

The City of Gainesville owns and operates existing 8-inch ductile iron water mains on Old Cornelia Hwy and Dana Drive and an existing 6-inch ductile iron water main on Dana Circle. All mains are located along the frontage of the subject properties. Domestic water service is available for the proposed car lot.

Thanks,

Nick Swafford
Permitting Services & GIS Manager
Department of Water Resources

GAINESVILLE

O | 770.538.2452
www.gainesville.org

300 Henry Ward Way, Ste. 305
Gainesville, GA 30501

From: Kristie Turner (Planning) <kturner@hallcounty.org>
Sent: Wednesday, April 16, 2025 5:41 PM
To: Nick Swafford <NSwafford@gainesvillega.gov>
Subject: [EXTERNAL] 2505 Dana Circle or 2511 Dana Drive.

CAUTION:*This email originated from outside the City of Gainesville networks. Be aware of phishing, and remember CoG DoIT will never ask for your password or other personal information in email. Do not open up attachments or click on links unless you

are absolutely sure it is legit and safe.. When in doubt, click the Phish Alert button or contact the CoG DoIT Help Desk***

Nick,

I have a rezone application for 2505 Dana Circle. This will change the current use from residential to commercial on both 2505 Dana Circle and 2511 Dana Drive. Please confirm water availability for the change in use. This is on the May 5th Planning Commission agenda and reports are due next week. Thank you for your assistance.

Regards,

Kristie Turner
Principal Planner
Hall County Community Development and Infrastructure
(direct office) 770-531-6853
kturner@hallcounty.org

HALL COUNTY
GEORGIA
*We have it **all** in Hall*

Outlook

HCPC Tentative Agenda 5.5.25

From Emily McGahee (Environmental Health) <emcgahee@hallcounty.org>
Date Thu 4/3/2025 12:34 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>; Katie L. Greenway (CDI: Planning) <klgreenway@hallcounty.org>; Kristie Turner (Planning) <kturner@hallcounty.org>
Cc Chad Harper (Environmental Health) <charper@hallcounty.org>; Kelly Hairston (Environmental Health) <khairston@hallcounty.org>

Please find Environmental Health comments below:

Item 1, 4340 Cherokee Trail, Wilcox: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system.

Item 2, 6551 Red Hawk Way, Acuff: No comment. Public sewer.

Item 3, 5962 Jim Crow Road, Burton: Must meet all Environmental Health commercial septic system permitting requirements. A detailed business plan, including details on the filtration of the pond water, must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation/modification may be required after review of business plan. The pond will be regulated and permitted under the DPH Rules and Regulations for Public Swimming Pools, Spas, and Recreational Water Parks if the water is recirculated. In this case, the well must also meet potable water supply standards if used to fill the pond.

Items 4A,B,C, 5323 Thompson Bridge Road, Cane: Must meet all Environmental Health commercial septic system permitting requirements. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation/modification may be required after review of business plan.

Item 5, 2505 Dana Drive, Karas: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation may be required after review of business plan.

Item 6, 6266 Yellow Creek Road, Cook: No comment. Proposed sewage disposal to be permitted by EPD.

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.

Outlook

RE: Monday, May 5, 2025 Planning Commission Tentative Packets

From Stevens, Henry K <HStevens@dot.ga.gov>
Date Wed 4/2/2025 2:37 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>

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 afternoon everyone,

Please see the below comments in red from GDOT District 1.

Thanks,

Henry Stevens, E.I.T.
GDOT Civil Engineer 2
Georgia Department of Transportation
District 1 Traffic Operations- Gainesville
1475 Jesse Jewell Pkwy
Suite 100
Gainesville, GA, 30501
470.663.1807 cell

From: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Sent: Thursday, March 27, 2025 1:56 PM
Subject: Monday, May 5, 2025 Planning Commission Tentative Packets

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 Afternoon,

Here is the Tentative Agenda and Maps for the **Monday, May 5, 2025** Hall County Planning Commission Meeting. Please use the links to review the documents and respond with comments to Hall County Planning and Zoning. 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, April 3, 2025.** Email comments to Beth (bgarmon@hallcounty.org) and Kaitlyn (kelliott@hallcounty.org).

CALL TO ORDER

-

AGENDA REVIEW

APPROVAL OF MINUTES – April 21, 2025

NEW BUSINESS

1. **4340 Cherokee Trail | Variance |** to reduce the minimum yards | on a 0.38± acre tract located on the east side of Cherokee Trail approximately 1,555 feet from its intersection with Twin Rivers Drive | Zoned R-1; Tax Parcel 08038 001026 **| Proposed Use: Accessory structure |** * Commission District 2 **| Sonia L. Wilcox, applicant** **NO GDOT COORDINATION REQUIRED**

2. **6551 Red Hawk Way | Variance |** to reduce the minimum yards | on a 0.30± acre tract located on the south side of Red Hawk Way approximately 195 feet from its intersection with Stag Leap Lane | Zoned PRD; Tax Parcel 15041D000370 **| Proposed Use: Deck addition |** * Commission District 1 **| Mary M. Acuff, applicant** **NO GDOT COORDINATION REQUIRED**

3. **5962 Jim Crow Road | Special Use |** to amend conditions of zoning | on a 1.42± acre tract located on the north side of Jim Crow Road approximately 252 feet from its intersection with Old Federal Road | Zoned PCD; Tax Parcel 08101 002002 **| Proposed Use: Expansion of services** | ** Commission District 2 **| Burton Outdoor Adventures c/o Jason Burton, applicant** **NO GDOT COORDINATION REQUIRED**

4. **(A) 5323 Thompson Bridge Road | Rezone |** from Agricultural Residential (AR-1) to Highway Business (H-B, GCOD) | on a 0.61± acre tract located on the southwest side of Thompson Bridge Road approximately 407 feet from its intersection with Marlow Road | Zoned AR-1; Tax Parcel 11082 000028A **| Proposed Use: Vehicle repair, major |** ** Commission District 2 **| John Cane, applicant** **GDOT COORDINATION REQUIRED**

   (B) 5323 Thompson Bridge Road | Special Use | Vehicle repair, major in GCOD |on a 0.61± acre tract located on the southwest side of Thompson Bridge Road approximately 407 feet from its intersection with Marlow Road | Zoned AR-1; Tax Parcel 11082 000028A **| Proposed Use: Vehicle repair, major |** ** Commission District 2 **| John Cane, applicant** **GDOT COORDINATION REQUIRED**

   (C) 5323 Thompson Bridge Road | Variance to section 6.2 | Gateway Corridor Overlay District (GCOD) | on a 0.61± acre tract located on the southwest side of Thompson Bridge Road approximately 407 feet from its intersection with Marlow Road | Zoned AR-1; Tax Parcel 11082 000028A **| Proposed Use: Vehicle repair, major |** * Commission District 2 **| John Cane, applicant** **GDOT COORDINATION REQUIRED**

5. **2505 Dana Circle | Rezone |** from Agricultural Residential (AR-1) to Highway Business (H-B) | on a 0.33± acre tract located on the north side of Dana Circle at its intersection with Dana Drive | Zoned AR-1; Tax Parcel 15021A000036B **| Proposed Use: Vehicle sales |** ** Commission District 3 **| Tim Karas, applicant** **NO GDOT COORDINATION REQUIRED**

6. **6266 Yellow Creek Road | Rezone |** from Agricultural Residential 1 (AR-1) to Planned Residential Development (PRD) | on a 253.58± acre portion of a tract located on the northwest side of Yellow Creek Road approximately 1,457 feet from its intersection with Bent Tree Cove | Zoned AR-1; Tax Parcel 11112 000004 (pt.) **| Proposed Use: 253-lot residential development |** ** Commission District 2 **| Cook Communities, applicant** **NO GDOT COORDINATION REQUIRED**

*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, June 12, 2025, 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, June 12, 2025. 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,

Kaitlyn Elliott
Planning Commission Clerk
Hall County Community Development and Infrastructure
(770) 531-6810 www.hallcounty.org

HALL COUNTY
GEORGIA
We have it all in Hall

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
GEORGIA

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

PUBLIC WORKS AND
UTILITIES DIRECTOR
Bill Nash, P.E.

Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

MEMORANDUM

To: Beth Garmon, Director of Planning and Zoning

From: Bill Nash, Director of Public Works and Utilities

Date: April 3, 2025
April 10, 2025 (revised for 2505 Dana Circle)

Subject: May 5, 2025 - Hall County Planning Commission Agenda

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the May 5, 2025 meeting. Upon review, we provide the following comments.

NEW BUSINESS

1. 4340 Cherokee Trail | Variance | to reduce the minimum yards | on a 0.38± acre tract located on the east side of Cherokee Trail approximately 1,555 feet from its intersection with Twin Rivers Drive | Zoned R-1; Tax Parcel 08038 001026 | **Proposed Use: Accessory structure |** * Commission District 2 **| Sonia L. Wilcox, applicant**

a. **Engineering:** No comment

b. **Traffic:** No comment
c. **Utilities:** Gainesville Water. No sanitary sewer in area.

2. 6551 Red Hawk Way | Variance | to reduce the minimum yards | on a 0.30± acre tract located on the south side of Red Hawk Way approximately 195 feet from its intersection with Stag Leap Lane | Zoned PRD; Tax Parcel 15041D000370 | **Proposed Use: Deck addition |** * Commission District 1 | **Mary M. Acuff, applicant**

a. **Engineering:** No comment
b. **Traffic:** No comment
c. **Utilities:** Gainesville Water. Hall County sanitary sewer –onsite

3. 5962 Jim Crow Road | Special Use | to amend conditions of zoning | on a 1.42± acre tract located on the north side of Jim Crow Road approximately 252 feet from its intersection with Old Federal Road | Zoned PCD; Tax Parcel

08101 002002 | **Proposed Use: Expansion of services** | ** Commission District 2 | **Burton Outdoor Adventures c/o Jason Burton, applicant**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
b. **Traffic:** No comment
c. **Utilities:** Flowery Branch sanitary sewer area.

4. **(A) 5323 Thompson Bridge Road | Rezone** | from Agricultural Residential (AR-1) to Highway Business (H-B, GCOD) | on a 0.61± acre tract located on the southwest side of Thompson Bridge Road approximately 407 feet from its intersection with Marlow Road **|** Zoned AR-1; Tax Parcel 11082 000028A | **Proposed Use: Vehicle repair, major |** ** Commission District 2 | **John Cane, applicant**

(B) 5323 Thompson Bridge Road | **Special Use** | Vehicle repair, major in GCOD |on a 0.61± acre tract located on the southwest side of Thompson Bridge Road approximately 407 feet from its intersection with Marlow Road | Zoned AR-1; Tax Parcel 11082 000028A | **Proposed Use: Vehicle repair, major** | ** Commission District 2 | **John Cane, applicant**

(C) 5323 Thompson Bridge Road | Variance to section 6.2 | Gateway Corridor Overlay District (GCOD) | on a 0.61± acre tract located on the southwest side of Thompson Bridge Road approximately 407 feet from its intersection with Marlow Road | Zoned AR-1; Tax Parcel 11082 000028A | **Proposed Use: Vehicle repair, major |** * Commission District 2 | **John Cane, applicant**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
b. **Traffic:** GDOT approval or access permit required.
c. **Utilities:** Hall County sanitary sewer area. Nearest infrastructure is 350’ south across parcel 11082 000028. Fieldale farms – easement required.

5. **2505 Dana Circle | Rezone** | from Agricultural Residential (AR-1) to Highway Business (H-B) | on a 0.33± acre tract located on the north side of Dana Circle at its intersection with Dana Drive | Zoned AR-1; Tax Parcel 15021A000036B | **Proposed Use: Vehicle sales |** ** Commission District 3 | **Tim Karas, applicant**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
b. **Traffic:** No comment
Revised comment – Dana Circle is a substandard roadway for commercial use. Improvements will be required and approved by Hall County Engineering. No

towing or car transports over 14,000 pounds Gross Vehicle Weight Ratings will be allowed. (4-10-25)

c. **Utilities:** Gainesville w/s

6. **6266 Yellow Creek Road | Rezone** | from Agricultural Residential 1 (AR-1) to Planned Residential Development (PRD) | on a 253.58± acre portion of a tract located on the northwest side of Yellow Creek Road approximately 1,457 feet from its intersection with Bent Tree Cove | Zoned AR-1; Tax Parcel 11112 000004 (pt.) | **Proposed Use: 253-lot residential development** | ** Commission District 2 | **Cook Communities, applicant**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
Show stream buffer and impervious setback from wrested vegetation not centerline of stream
Show FEMA and Hall County studied Flood plains that are present on site.

b. **Traffic:** Both proposed accesses must meet Hall County requirements at a minimum decel lanes will be required.

c. **Utilities:** Hall County service area. No infrastructure in the area.

Outlook

Fire Comment

From John Hornick (Fire Services) <jhornick@hallcounty.org>
Date Wed 4/2/2025 3:41 PM
To Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>
Cc Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

Monday, May 5, 2025 Hall County Planning Commission Meeting

2505 Dana Circle | Rezone | from Agricultural Residential (AR-1) to Highway Business (H-B) | on a 0.33± acre tract located on the north side of Dana Circle at its intersection with Dana Drive | Zoned AR-1; Tax Parcel 15021A000036B | **Proposed Use: Vehicle sales |** ** Commission District 3 | **Tim Karas, 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

ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY
APPLICANT: TIM KARAS
REQUEST: REZONE FROM AR-1 TO H-B FOR VEHICLE SALES
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: MAY 5, 2025
Time: 5:15 P.M.
&
COUNTY COMMISSION
Date: JUN 12, 2025
Time: 6:00 P.M.
HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA
FOR MORE INFORMATION CALL: (770) 531-6809

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503
t: 770-531-6809 I f: 770-531-3902

HALL COUNTY
GEORGIA
We have it all in Hall

PUBLIC NOTICE REQUIREMENTS

Zoning regulations require that public notice must be given prior to all zoning hearings as follows:

1. The Planning Department shall publish a legal advertisement no less than fifteen (15) days and no more than forty-five (45) days prior to the public hearing.

2. The Planning Department shall send notification by letter of all other property owners within a 500-foot radius of the applicant's property is standard administrative policy of the Planning Department.

3. The applicant/property owner shall place the public notice sign in a conspicuous location on the property not less than fifteen (15) days and not more than forty-five (45) days prior to the public hearing.

The Planning Department shall post the legal advertisement and notify property owners within a 500ft radius to the subject property.

The applicant is required to post the public notice sign not less than fifteen (15) days and not more than forty-five (45) days prior to the public hearing. A photo of the sign placed at the location is required and must be sent to the Planning Department.

Multiple sign postings on a site may be required as determined by the Planning Department. The sign must be in a location where it is clearly visible from the roadway. The sign cannot be obstructed in any manner, placed too far from the road, or placed in such manner as would cause it to blend into the landscape.

Should you find the sign missing or vandalized in any manner, contact the Planning Department for a replacement sign. When the proceeding is complete and final Board action has occurred, the sign shall then be removed from the property by the applicant.

THE ZONING SIGN MUST BE POSTED NO EARLIER THAN MAR 28, 2025 AND NO LATER THAN APR 6, 2025.

THE ORGINAL SIGNED AFFIDAVIT MUST BE AND RETURNED TO THE PLANNING DEPARTMENT NO LATER THAN APR 6, 2025 ALONG WITH A MINIMUM OF ONE PHOTO SHOWING THE SIGN POSTED AT THE SUBJECT PROPERTY.

Failure to comply will result in a delay of the application.

AFFIDAVIT

By my signature, I, Tim Karas **, hereby acknowledge that I have read and understand the sign posting requirements. I further certify that the required public notice sign was posted on** 03/29/2025 **for** Tim Karas **.**

Please Print Name

Date

(Name application filed as)

Signature _____

(The original document is required)

AGENDA ITEM

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

REPORT TO: **Work Session (06/09/25)**

REPORT TO: **Voting Meeting (06/12/25)**

ITEM NO: 326/2025

SUBJECT: **5323 Thompson Bridge Road | Rezone |** from Agricultural Residential (AR-1) to Highway Business (H-B, GCOD) | on a 0.61± acre tract located on the southwest side of Thompson Bridge Road approximately 407 feet from its intersection with Marlow Road | Zoned AR-1; Tax Parcel 11082 000028A | **Proposed Use: Vehicle repair, major** | Commission District 2 | **John Cane, applicant**

Meetings:

Work Session Date: 06/09/25 **Voting Meeting Date:** 06/12/25

Executive Summary:

Presenter: BG
Recommendation:

Approval, with conditions

1. The property shall be developed in accordance with the site plan dated February 13, 2025, and as described in the project narrative dated February 13, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. A 25 foot wide undisturbed buffer adjacent to all residentially-zoned property shall be maintained. The existing landscaping shall be supplemented with additional planted evergreens with an installation height of no less than 6 feet to provide sufficient screening of the development. Final review and approval of the landscape plan is subject to the Director of Planning and Zoning, or their designee.
3. The total number of vehicles parked outside awaiting repair shall be limited to a total of 3.
4. Access to the development shall be approved by Georgia Department of Transportation (GDOT) and all traffic engineering standards shall be met. The developer shall be responsible for all associated costs of improvements necessary for the development.
5. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Official Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to Environmental Health, the Fire Marshal, and Hall County Engineering.
6. All conditions of zoning shall be made part of any plats created for the property.
7. The front façade, as well as the first 15 feet of each side façade extending back from the front, shall comply with GCOD standards. Colors and material to be subject to final review and approval of the Director of Planning and Zoning, or their designee.
8. Business hours shall be limited to Monday – Friday 8 a.m. to 6 p.m.
9. 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."
10. No fuel sales shall be permitted.

Purpose of Request:

5323 Thompson Bridge Road | Rezone | from Agricultural Residential (AR-1) to Highway Business (H-B, GCOD) | on a 0.61± acre tract located on the southwest side of Thompson Bridge Road approximately 407 feet from its intersection with Marlow Road | Zoned AR-1; Tax Parcel 11082 000028A | **Proposed Use: Vehicle repair, major** | Commission District 2 | **John Cane, 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
KE	BG	WLI	CR
Clerk			
JR			

Attachments:

Board Memo
Recommendation Report
Application
Narrative
Site Plan
Plat
Maps
Revised Elevation Email
Deed
Legal Description
Environmental Health Comments
GDOT Comments
Public Works Comments
Fire Comments
Notice Sign

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

PLANNING AND ZONING
DIRECTOR
Beth Garmon

Hall County Government
PLANNING AND ZONING

To: David Gibbs, Chairman
Kathy Cooper, District 1 Commissioner
Billy Powell, District 2 Commissioner
Gregg Poole, District 3 Commissioner
Jeff Stowe, District 4 Commissioner

From: Beth Garmon, Director of Planning & Zoning

Date: May 27, 2025

Subject: **5323 Thompson Bridge Road | Rezone |** from Agricultural Residential (AR-1) to Highway Business (H-B) | on a 0.61± acre tract| Zoned AR-1; Tax Parcel 11082 000028A **| Proposed Use: Vehicle repair, major| John Cane, applicant**

The request before you is from John Cane to rezone from Agricultural Residential (AR-1) to Highway Business (H-B) for vehicle repair, major. This item is located within Commission District 2.

At their May 5, 2025 meeting, the Hall County Planning Commission voted to recommend **approval, with ten (10) conditions (5-0).**

Staff recommendation: **Approval, with conditions,** as the proposed zoning is consistent with the commercial nature of the surrounding properties and with the "Business Nodes and Corridors" Future Land Use designation in the Comprehensive Plan.

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 property shall be developed in accordance with the site plan dated February 13, 2025, and as described in the project narrative dated February 13, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. A 25 foot wide undisturbed buffer adjacent to all residentially-zoned property shall be maintained. The existing landscaping shall be supplemented with additional planted evergreens with an installation height of no less than 6 feet to provide sufficient screening of the development. Final review and approval of the landscape plan is subject to the Director of Planning and Zoning, or their designee.

3. The total number of vehicles parked outside awaiting repair shall be limited to a total of 3.
4. Access to the development shall be approved by Georgia Department of Transportation (GDOT) and all traffic engineering standards shall be met. The developer shall be responsible for all associated costs of improvements necessary for the development.
5. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Official Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to Environmental Health, the Fire Marshal, and Hall County Engineering.
6. All conditions of zoning shall be made part of any plats created for the property.
7. The front façade, as well as the first 15 feet of each side façade extending back from the front, shall comply with GCOD standards. Colors and material to be subject to final review and approval of the Director of Planning and Zoning, or their designee.
8. Business hours shall be limited to Monday – Friday 8 a.m. to 6 p.m.
9. 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."
10. No fuel sales shall be permitted.

HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT

Applicant ..... John Cane

Request ..... (A) **Rezone** | from Agricultural Residential 1 (AR-1) to Highway Business (H-B, GCOD)

Proposed Use ..... Vehicle repair, major

Size ..... 0.61± acres

Zoning ..... Current: Agricultural Residential 1 (AR-1) | Proposed: Highway Business (H-B)

Location ..... **5323 Thompson Bridge Road |** Tax Parcel 11082 000028A

Commission District ..... Two

Planning Commission Date ..... May 5, 2025

Staff Recommendation ..... **(A) Approval, with conditions,** as the proposed zoning is consistent with the commercial nature of the surrounding properties and with the "Business Nodes and Corridors" Future Land Use designation in the Comprehensive Plan

Record Number(s) HZON25-0013

Planning Commission Recommendation ..... **Approval, with conditions**

Vote: 5-0

Planning Commission Conditions:

1. The property shall be developed in accordance with the site plan dated February 13, 2025, and as described in the project narrative dated February 13, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. A 25 foot wide undisturbed buffer adjacent to all residentially-zoned property shall be maintained. The existing landscaping shall be supplemented with additional planted

evergreens with an installation height of no less than 6 feet to provide sufficient screening of the development. Final review and approval of the landscape plan is subject to the Director of Planning and Zoning, or their designee.

3. The total number of vehicles parked outside awaiting repair shall be limited to a total of 3.
4. Access to the development shall be approved by Georgia Department of Transportation (GDOT) and all traffic engineering standards shall be met. The developer shall be responsible for all associated costs of improvements necessary for the development.
5. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Official Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to Environmental Health, the Fire Marshal, and Hall County Engineering.
6. All conditions of zoning shall be made part of any plats created for the property.
7. The front façade, as well as the first 15 feet of each side façade extending back from the front, shall comply with GCOD standards. Colors and material to be subject to final review and approval of the Director of Planning and Zoning, or their designee.
8. Business hours shall be limited to Monday – Friday 8 a.m. to 6 p.m.
9. 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."
10. No fuel sales shall be permitted.

Excerpts from the minutes of the May 5, 2025 meeting

Applicant's Presentation:

Katie Greenway, Planning and Zoning Administrator, presented a summary of the request.

John Cane, 3910 Overlake Drive, Cumming, presented the request. The applicant has submitted three concurrent requests as part of the proposed development: (A) to rezone a 0.61± acre tract from Agricultural Residential 1 (AR-1) to Highway Business (H-B); (B) a special use for vehicle repair, major in the Gateway Corridor Overlay District (GCOD); and (C) a variance to the architecture design standards of the Gateway Corridor Overlay District (GCOD). The subject parcel is currently undeveloped. A previously existing home was demolished in 2017 (MIS2017-00152).

Public Forum:

There were no comments in support or opposition.

Planning Commission Comments:

Mr. Sosebee asked if the applicant would only work on his own personal cars. The applicant stated others have asked him to work on their cars as well, and this shop would serve that purpose.

A
Motion: ***A motion to approve, with conditions was made by Frank Sosebee and seconded by Shannon Davidson. Vote: 5-0***

B
Motion: ***A motion to approve, with conditions was made by Frank Sosebee and seconded by Shannon Davidson. Vote: 5-0***

C
Motion: ***A motion to approve, with conditions was made by Frank Sosebee and seconded by Shannon Davidson. Vote: 5-0***

(A) (B) & (C) Conditions:

1. The property shall be developed in accordance with the site plan dated February 13, 2025, and as described in the project narrative dated February 13, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. A 25 foot wide undisturbed buffer adjacent to all residentially-zoned property shall be maintained. The existing landscaping shall be supplemented with additional planted evergreens with an installation height of no less than 6 feet to provide sufficient screening of the development. Final review and approval of the landscape plan is subject to the Director of Planning and Zoning, or their designee.
3. The total number of vehicles parked outside awaiting repair shall be limited to a total of 3.
4. Access to the development shall be approved by Georgia Department of Transportation (GDOT) and all traffic engineering standards shall be met. The developer shall be responsible for all associated costs of improvements necessary for the development.
5. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Official Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to Environmental Health, the Fire Marshal, and Hall County Engineering.
6. All conditions of zoning shall be made part of any plats created for the property.
7. The front façade, as well as the first 15 feet of each side façade extending back from the front, shall comply with GCOD standards. Colors and material to be subject to final review and approval of the Director of Planning and Zoning, or their designee.
8. Business hours shall be limited to Monday – Friday 8 a.m. to 6 p.m.

11. 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."

12. No fuel sales shall be permitted.

(A) & (B) Staff recommends <u>APPROVAL</u> of the applicant's requests with the following conditions:

1. The property shall be developed in accordance with the site plan dated February 13, 2025, and as described in the project narrative dated February 13, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

2. A 25 foot wide undisturbed buffer adjacent to all residentially-zoned property shall be maintained. The existing landscaping shall be supplemented with additional planted evergreens with an installation height of no less than 6 feet to provide sufficient screening of the development. Final review and approval of the landscape plan is subject to the Director of Planning and Zoning, or their designee.

3. The total number of vehicles parked outside awaiting repair shall be limited to a total of 3.

4. Access to the development shall be approved by Georgia Department of Transportation (GDOT) and all traffic engineering standards shall be met. The developer shall be responsible for all associated costs of improvements necessary for the development.

5. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Official Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to Environmental Health, the Fire Marshal, and Hall County Engineering.

6. All conditions of zoning shall be made part of any plats created for the property.

The following should be considered as exceptions 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:

- **<u>Section 6.2.6.B.3 – Building Materials</u>**

Building materials used for all four sides of new or reconstructed buildings are restricted to the following:

a. Brick.
b. Natural stone such as granite, limestone, marble or similar materials. Terra cotta or cast stone simulating natural stone is also acceptable. Painted stone is prohibited.
c. Split-face block/concrete masonry unit (CMU) is restricted to no more than 50 percent of the surface area of each side of a principal nonresidential building.
d. Split-face block/concrete masonry unit (CMU) is considered prohibited materials for any multi-family residential building.
e. Stucco is restricted to no more than 50 percent of the surface area of each side of a building.
f. Glass and glass block.
g. Architectural metal panels are restricted to no more than 50 percent of the surface area of each side of a building.
h. Precast or prestressed concrete may be used for industrial buildings.
i. Exposed concrete block or painted concrete block are considered prohibited materials for any exterior wall.
    - The applicant proposes to construct a metal building, and has not proposed any other materials as part of the design.

Summary Analysis

The applicant has submitted three concurrent requests as part of the proposed development: (A) to rezone a 0.61± acre tract from Agricultural Residential 1 (AR-1) to Highway Business (H-B, GCOD); (B) a Special Use for vehicle repair, major in the Gateway Corridor Overlay District (GCOD); and (C) a variance to the architecture design standards of the Gateway Corridor Overlay District (GCOD).

The subject parcel is currently undeveloped. A previously existing home was demolished in 2017 (MIS2017-00152).

The surrounding properties are zoned and developed as outlined below:

North:	Agricultural Residential 1 (AR-1): Developed with single-family homes Highway Business (H-B): Developed with a supermarket and a United States Post Office.
South:	Planned Industrial Development (PID): Approved for a poultry processing plant & associated facilities (ZON2018-00047)
East:	Planned Commercial Development (PCD): Developed with a gas station (North East) and Agricultural Residential 1 (AR-1): Developed with a single-family home.
West:	Agricultural Residential 1 (AR-1): Developed with a single-family home.

Per the submitted narrative and site plan, the applicant is requesting to rezone to Highway Business (H-B, GCOD) for vehicle repair, major. The proposed development includes a 2,800 square foot metal building with 11 parking spaces proposed. Per the submitted narrative, the applicant is proposing to design the metal building as a “Days Gone By” filling station to include old gas pumps and memorabilia in keeping with a country charm appearance. Furthermore, the applicant intends to store most of the

vehicles within the shop; however, up to three vehicles may be kept outside awaiting repair. Currently, there is an existing water meter on the property as well as an individual septic system.

The development standards for the project are identified in the table below and compared to the GCOD requirements (6.2):

GCOD Analysis

Standard	Proposed Work	Notes	Compliance
6.2.5.A.– Transitional buffers	A 25 foot buffer is proposed along the property line abutting the AR-1 zoning districts.	A 25 foot transitional buffer is required adjacent to residential property.	Complies
6.2.5.B.1 & 2– Additional Landscape and Screening	40 feet of grass is proposed along the street frontage.	1. Shrubs must be planted within ten feet of the foundation of the primary structure along each building facade at the rate of at least 20 shrubs per 100 lineal feet of building facade except for sides or rear of building used for loading or service areas. Foundation plantings may be clustered to provide visual interest. 2. Along each street frontage there must be a landscape strip at least 10 feet in width except for perpendicular crossings for driveways and utilities.	Deficient
6.2.5.C.1 – Parking Lot Design -Required	11 parking spaces proposed	Off-street parking space calculations are governed by Sec. 8.1 of the UDC. 9 parking spaces required.	Complies

# of Parking Spaces		11 parking spaces are allowed (per 125 percent maximum)	
6.2.5.C.2.e – Parking Lot Design - Location	All parking spaces are proposed in the rear of the building.	Off-street parking must be located to the side or rear of the principal building and may not be located between the building and the street.	Complies
6.2.5.D – Outdoor lighting	LED lighting off of the building pointing downward. No lighting will be pointed towards residential properties.	All outdoor lighting must be the semi-cutoff type.	Complies
6.2.6 - Architectural Standards	Metal building is proposed.	Architectural metal panels are restricted to no more than 50 percent of the surface area of each side of a building. Building materials do not comply with GCOD standards	Deficient
6.2.7 – Signs	One wall sign is proposed, no renderings submitted.	One wall sign is permitted along each facade adjacent to a public right of way.	Unknown

Based on the future land use plan, staff finds the requested zoning designation *is consistent* with the Hall County Comprehensive Plan future land use designation of "Business Nodes and Corridors" The intent of this future land use designation is for new development along these major road corridors and intersections to consist of higher-intensity commercial uses, low-intensity, consumer-facing industrial uses that house businesses that serve nearby communities, and with some higher density residential, where appropriate.

(A) & (B) Zoning Analysis - Rezone and Special Use

When considering a zoning amendment to the zoning maps, the Planning Commission must study the need and justification for the change based on a determination of the facts applicable to the particular case, and the following general lines of inquiry must be considered:

a. Whether the zoning proposal will permit a use that is suitable in view of the use, development and zoning of adjacent and nearby property; **The proposed Highway Business (H-B) zoning district is consistent with the use, development, and zoning of adjacent and nearby properties.**

b. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **The proposed rezoning and special use should not adversely affect the existing use or usability of adjacent properties.**

c. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned; **The property has reasonable economic use as currently zoned.**

d. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, schools, police protection, fire protection, public health facilities or emergency medical service; **The proposed rezoning and special use are not expected to cause an excessive or burdensome use of existing streets, transportation facilities, utilities, schools, police protection, fire protection public facilities, or emergency medical service. The property is served by Hall County septic and City of Gainesville public water.**

e. Whether the zoning proposal is in conformity with the policy and intent of the future land use plan for the physical development of the area; **The proposed use is consistent with the future land use designation of "Business Nodes and Corridors" which consists of higher-intensity commercial uses, low-intensity, consumer-facing industrial uses that house businesses that serve nearby communities, and with some higher density residential, where appropriate.**

f. The extent to which property values are diminished by the existing zoning restrictions; **Staff is unable to determine the extent to which property values are diminished by the existing zoning restrictions.**

g. 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. Often it is difficult to determine the effect of a development on adjacent properties until the development is completed.**

h. 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.**

i. 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 property is currently undeveloped.**

j. 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 affecting the use or development of the property.**

k. Whether the change would create an isolated district unrelated to the surrounding districts; **As the surrounding properties are zoned both PID and H-B, this would not create an isolated district**.

l. 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.**

m. Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **No, the request is not out of scale with the needs of the county as a whole.**

n. Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **There are other properties within the County that support permitted uses within the Highway Business zoning district and Future Land Use designations; however, the development as proposed requires rezoning and special use approval by the Board of Commissioners.**

o. Whether the need for rezoning could be handled instead by a variance request to the Planning Commission; **The request for rezoning and a special use could not be handled alternatively as a variance.**

p. 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 land development permitting process, and as a result are subject to local, state, and federal regulations. As a result, there are no anticipated ecological or pollution impacts resulting from any modification to the land if the request is granted.**

q. 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.**

(C) <u>Zoning Analysis</u> - Variance to Section 6.2

The Planning Commission may grant variances in individual cases of unnecessary hardship upon a finding of the board that:

1. There are extraordinary and exceptional conditions pertaining to the particular lot in question because of its size, shape, or topography (the hardship must relate to the physical character of the lot and not to a personal or economic hardship); **No, there are no extraordinary or exceptional conditions pertaining to the physical character of the lot to prevent the project design from meeting development standards.**

2. The application of the requirements of this UDC to this particular piece of property would create an unusual hardship; **No evidence has been provided that an unusual hardship exists to prevent the development from complying with architectural requirements.**

3. Such conditions are peculiar to the property involved and are not common to other properties in the neighborhood; **There are no conditions peculiar to the property involved that are not common to other properties in the neighborhood.**

4. Such conditions are not the result of any actions of the property owner; **As there are no current structures on the property, the project can be designed for the building to meet architectural standards.**

5. Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of this UDC; provided, however, that no variance may be granted for a use of land or building or structure that is prohibited by this UDC or for a Conditional Use Permit which has been denied by the Planning Commission. **Relief, if granted, will not impair the purposes and intent of the Unified Development Code of Hall County.**

11.2.6.E - Submission requirements

1. Any person or persons requesting a change in the official zoning map or use subject to approval of the County Commission must file an application with a plat or map of the property attached thereto, together with payment of such fees set forth in this Sec 11.2. to cover administrative and advertising costs, in the Planning and Zoning Department office. Such person or persons or their authorized agent must appear in person at the public hearing held to consider the district change. **The 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.**

2. All applications for a change of zoning classification or use subject to approval of the County Commission must include:

    a. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in this Sec. 11.2. **The proposal provides a narrative outlining the intent of the development; however, the applicant has not prepared a response to each of the criteria listed in 11.2.6.E.2.**

    b. 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 may evaluate the application based on the most intense possible land use permitted in the proposed district**. The proposal meets the requirement.**

c. For any application for a slow rate land treatment system as defined in 7.6.9.D.1, additional requirements apply. **This standard is not applicable to the applicant's request**

d. For any application proposing the development of 100 or more residential dwelling units, a traffic impact study must be submitted prior to consideration of the application by the County Commission. At the applicant's expense, the traffic impact study must be prepared by a professional engineer in accordance with requirements established by the Hall County Engineering Department. The Engineering Department must review the traffic impact study and forward any comments to the County Commission. **This standard is not applicable to the applicant's request.**

Development Support and Constraints

Hall County Environmental Health
In an email dated April 3, 2025, Emily McGahee stated, "Must meet all Environmental Health commercial septic systems permitted requirements. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation/modification may be required after review of business plan."

Georgia Department of Transportation
In an email dated April 2, 2025, Henry Stevens, E.I.T., GDOT Civil Engineer 2, stated that GDOT coordination is required.

Hall County Public Works and Utilities
In a memo dated April 3, 2025, Bill Nash, Director of Public Works and Utilities, provided the following comments:

Engineering:
This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.

Traffic:
GDOT approval or access permit required

Utilities
Hall County sanitary sewer area. Nearest infrastructure is 350' south across parcel 11082 000028. Fieldale Farms – easement required

Hall County Fire Marshal
In an email dated March 31, 2025, John Hornick, NPQ Fire Service Plans Examiner 1, stated, "The Hall County Fire Marshal's has no comments for items A, B, C as proposed."

PLANNING AND DEVELOPMENT DEPARTMENT 2875
BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504 MAILING
ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503 t: 770-531-6809 I
f: 770-531-3902

HALL COUNTY
GEORGIA
We have it all in Hall

ZONING APPLICATION

Applicant (Name & Mailing Address)

John Cane
3910 Overlake Dr
Cumming, GA 30041
Phone (408) 201-4404
Email Address [redacted]

Property Owner (Name & Mailing Address)

John Cane
3910 Overlake Dr
Cumming, GA 30041
Phone (408) 201-4404
Email Address [redacted]

Proposed Use Auto restoration

Contact Person (Name & Mailing Address)

John Cane
3910 Overlake Dr
Cumming, GA 30041
Phone (408) 201-4404
Email Address [redacted]

Status of Applicant

Y (Owner)
Y Option to Purchase
Y Area Resident
Y Other

Requested Action

Existing Zoning: AR1
Rezone to: HB
Fee:$
Receipt #:
Check #:

Tax Parcel Number 11082 000028A
Acreage .61
Location Address 5323 Thompson Bridge Road Murrayville, GA 30564

I hereby certify that the above information and all attached information are true and correct.

Sign John Cane Date: 2/20/25

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 I
f: 770-531-3902

HALL COUNTY
GEORGIA
We have it all in Hall

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: John Cone **Date:** 2/20/25

Applicant's/Owner's Name (Printed): John Cone

RECEIVED
FEB 13, 2025
Planning & Zoning Department

Rezoning Narrative:

Current: District 1 Zoned AR-1

Proposed: Commercial - Highway Business

Area: The lot is directly adjacent to the Fieldale Farm plant.

Description of use: Car restoration and performance.

Install a 2800 square foot metal building to perform the mechanical restoration and upgrade of classic and performance vehicles. Murrayville GA is a classical southern city and to keep with that theme, the front of the building would be decorated to look like a “Days gone by” filling station including old gas pumps and memorabilia keeping the country charm and being visually appealing to passersby. Most vehicles will be stored inside but no more than 3 vehicles will be outside awaiting repair. All vehicle parking is behind the building.

Standards: Lot size is .61 acres with a commercial business on one side and residential properties to the right and behind. A minimum of a 25’ buffer is designed against the residential properties with a solid wood fence protecting the properties. The front of the building will be set back a minimum of 35’ from the roadway.

Hours: Mon-Fri 8-6

Parking: 10 parking spaces and 1 ADA space.

Lighting: LED lighting off the building pointed downward. No lighting directly facing the residential properties.

Signage: A single sign attached to the building as approved by Hall County

Water and Wastewater: The existing septic system is being evaluated for reuse or a new system installed to service one bathroom with toilet and sink and one sink in the shop area.

Buffers: There is an existing fence between the property and Fieldale Farms. A 6’ solid wood fence would be installed between the residential properties.

THIS BLOCK RESERVED FOR
THE CLERK OF SUPERIOR COURT

LEGEND:

AI	ANGLE IRON
ASP	ASPHALT
BL	BUILDING LINE
BWF	BARB WIRE FENCE
C&G	CURB & GUTTER
CLF	CHAIN LINK FENCE
CMF	CONCRETE MONUMENT FOUND
CMP	CORRUGATED METAL PIPE
CONC	CONCRETE
CTP	CRIMPED TOP PIPE
DI	DROP INLET
EP	EDGE OF PAVEMENT
FH	FIRE HYDRANT
GW	GUY WIRE
HWF	HOG WIRE FENCE
IPF	IRON PIN FOUND
IPS	IRON PIN SET (1/2"REBAR)
LL	LAND LOT
LLL	LAND LOT LINE
MH	MANHOLE
MR	METAL ROD
N/F	NOW OR FORMERLY
OTP	OPEN TOP PIPE
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PL	PROPERTY LINE
PP	POWER POLE
RB	REBAR
RCP	REINFORCED CONCRETE PIPE
R/W	RIGHT OF WAY
SP	SERVICE POLE
TP	TELEPHONE POLE
WM	WATER METER
WV	WATER VALVE

A LEICA TS06 PLUS TOTAL STATION WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT.

THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 36,324 FEET AND AN ANGULAR ERROR OF 05" PER ANGLE POINT, AND WAS ADJUSTED USING THE COMPASS RULE METHOD.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 95,924 FEET.

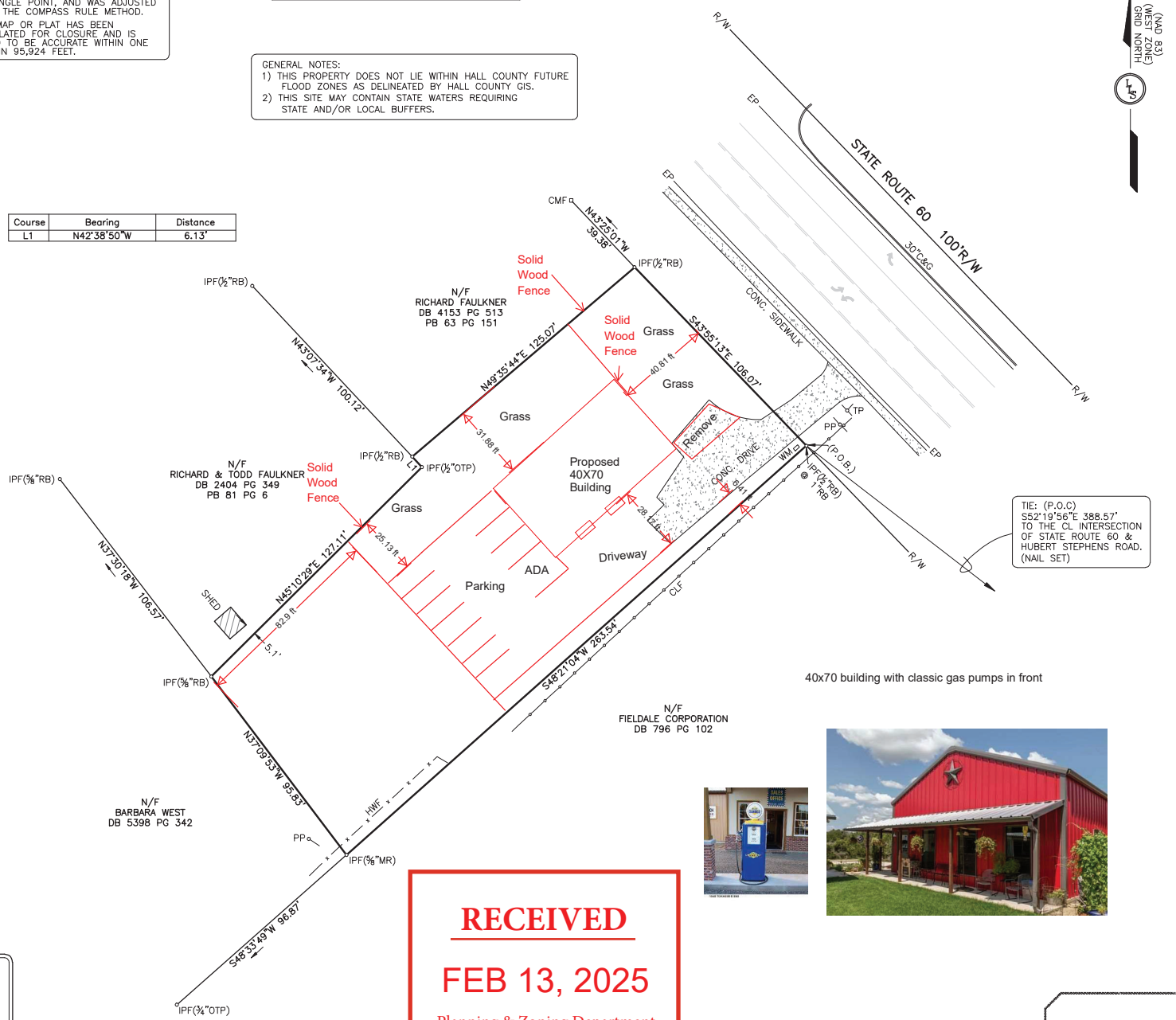
FLOOD NOTE:
THIS PROPERTY IS NOT IN A FLOOD HAZARD AREA AS PER FEMA FLOOD INSURANCE RATE MAP OF HALL COUNTY, GEORGIA

COMMUNITY PANEL NUMBER: 130466 0067 F
EFFECTIVE DATE: MARCH 21, 2000
REVISION DATE: SEPTEMBER 29, 2006

GENERAL NOTES:
1) THIS PROPERTY DOES NOT LIE WITHIN HALL COUNTY FUTURE FLOOD ZONES AS DELINEATED BY HALL COUNTY GIS.
2) THIS SITE MAY CONTAIN STATE WATERS REQUIRING STATE AND/OR LOCAL BUFFERS.

NOTE:
STATE PLANE COORDINATE BASED UPON GPS OBSERVATIONS USING A CARLSON SURVEYOR + DUAL FREQUENCY RECEIVER RUNNING CARLSON SURVCE SOFTWARE. RTK NETWORK UTILIZING THE TRIMBLE VRS NOW NETWORK.

Course	Bearing	Distance
L1	N42°38'50"W	6.13'



TIE: (P.O.C)
S52°19'56"E 388.57'
TO THE CL INTERSECTION OF STATE ROUTE 60 & HUBERT STEPHENS ROAD. (NAIL SET)

DEED REFERENCE:(CURRENT OWNER)
DEED FOR BRADLEY DEAN FAULKNER
DATED APRIL 17, 2015
DEED BOOK 7509 PAGES 569-570.

PLAT REFERENCE:
SURVEY FOR FIELDALE FARMS CORP.
PREPARED BY HOLCOMB SURVEYING
DATED OCTOBER 12, 2011
REVISED NOVEMBER 2, 2011.

TOTAL AREA = 0.61 ACRE

40x70 building with classic gas pumps in front

Proposed Rezoning Light Industrial
5323 Thompson Bridge Road
Murrayville, GA 30564
LOCATED IN
LAND LOT 82 11th DISTRICT
HALL COUNTY, GEORGIA
SCALE: 1"= 30'
GRAPHIC SCALE
0 30 60 90 120
SCALE IN FEET

RECEIVED
FEB 13, 2025
Planning & Zoning Department

05.05.2025 Item 8

05.05.2025 - Item 8

eFiled & eRecorded
DATE: 10/4/2017
TIME: 10:21 AM
PLAT BOOK: 00874
PAGE: 00499
RECORDING FEE: 8.00
PARTICIPANT ID: 8062908767
CLERK: Charles Baker
Hall County, GA
NOTE: ch

THIS BLOCK RESERVED FOR THE CLERK OF SUPERIOR COURT

A LEICA TS06 PLUS TOTAL STATION WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT.

THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 36,324 FEET AND AN ANGULAR ERROR OF 05" PER ANGLE POINT, AND WAS ADJUSTED USING THE COMPASS RULE METHOD.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 95,924 FEET.

FLOOD NOTE:
THIS PROPERTY IS NOT IN A FLOOD HAZARD AREA AS PER FEMA FLOOD INSURANCE RATE MAP OF HALL COUNTY, GEORGIA

COMMUNITY PANEL NUMBER: 130466 0067 F
EFFECTIVE DATE: MARCH 21, 2000
REVISION DATE: SEPTEMBER 29, 2006

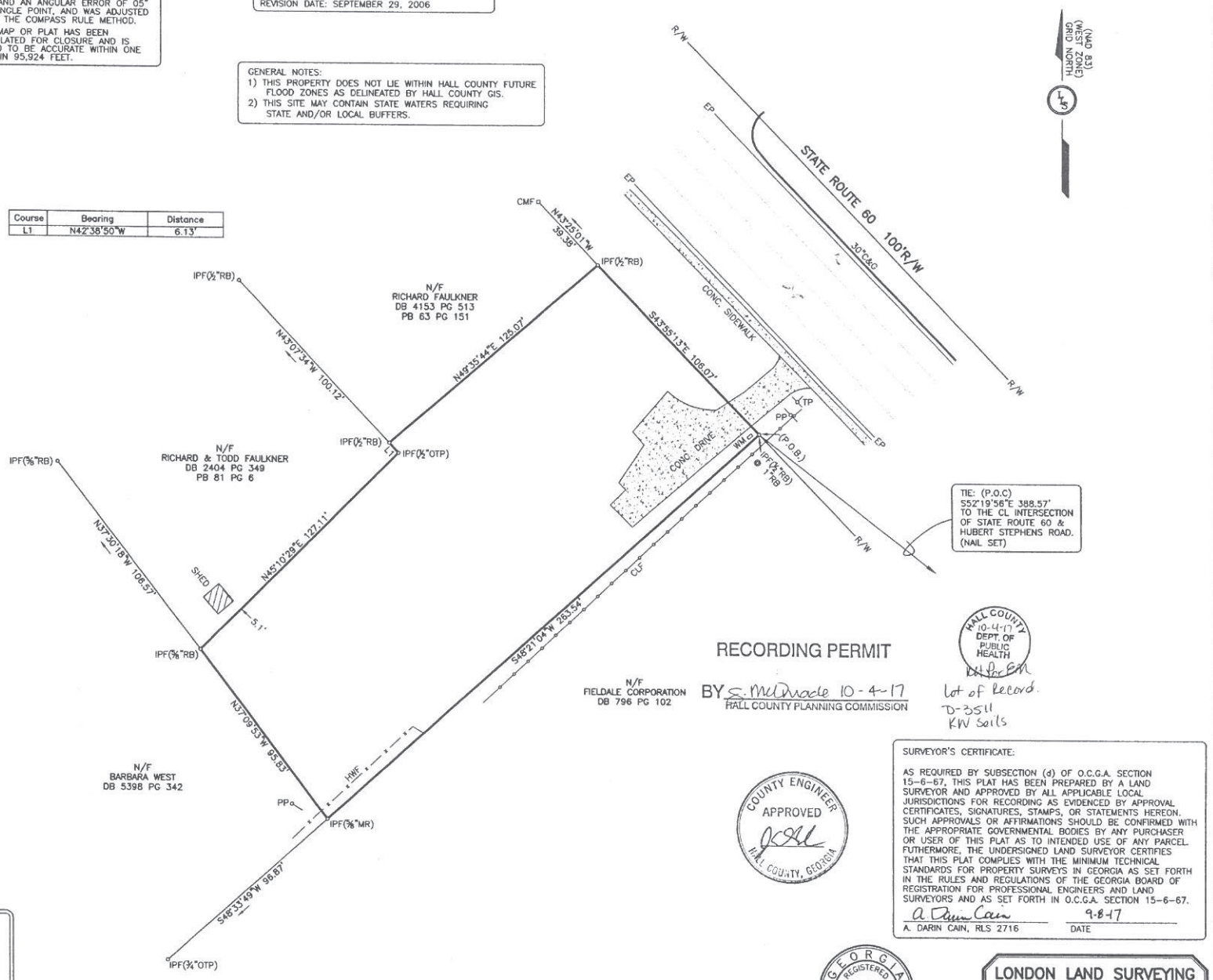
NOTE:
STATE PLANE COORDINATE BASED UPON GPS OBSERVATIONS USING A CARLSON SURVEYOR + DUAL FREQUENCY RECEIVER RUNNING CARLSON SURVCE SOFTWARE. RTK NETWORK UTILIZING THE TRIMBLE VRS NOW NETWORK.

GENERAL NOTES:
1) THIS PROPERTY DOES NOT LIE WITHIN HALL COUNTY FUTURE FLOOD ZONES AS DELINEATED BY HALL COUNTY GIS.
2) THIS SITE MAY CONTAIN STATE WATERS REQUIRING STATE AND/OR LOCAL BUFFERS.

LEGEND:

AI	ANGLE IRON
ASP	ASPHALT
BL	BUILDING LINE
BWF	BARB WIRE FENCE
C&G	CURB & GUTTER
CLF	CHAIN LINK FENCE
CMF	CONCRETE MONUMENT FOUND
CMP	CORRUGATED METAL PIPE
CONC	CONCRETE
CTP	CRIMPED TOP PIPE
DI	DROP INLET
EP	EDGE OF PAVEMENT
FH	FIRE HYDRANT
GW	GUY WIRE
HWF	HOG WIRE FENCE
IPF	IRON PIN FOUND
IPS	IRON PIN SET (1/2"REBAR)
LL	LAND LOT
LLL	LAND LOT LINE
MH	MANHOLE
MR	METAL ROD
N/F	NOW OR FORMERLY
OTP	OPEN TOP PIPE
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PL	PROPERTY LINE
PP	POWER POLE
RB	REBAR
RCP	REINFORCED CONCRETE PIPE
R/W	RIGHT OF WAY
SP	SERVICE POLE
TP	TELEPHONE POLE
WM	WATER METER
WV	WATER VALVE

Course	Bearing	Distance
L1	N42°38'50"W	6.13'



DEED REFERENCE:(CURRENT OWNER)
DEED FOR BRADLEY DEAN FAULKNER
DATED APRIL 17, 2015
DEED BOOK 7509 PAGES 569-570.

PLAT REFERENCE:
SURVEY FOR FIELDALE FARMS CORP.
PREPARED BY HOLCOMB SURVEYING
DATED OCTOBER 12, 2011
REVISED NOVEMBER 2, 2011.

TOTAL AREA = 0.61 ACRE

RECORDING PERMIT
BY S. McDuffie 10-4-17
HALL COUNTY PLANNING COMMISSION

HALL COUNTY 10-4-17 DEPT OF PUBLIC HEALTH
Lot of Record.
D-3511
KW Soils

COUNTY ENGINEER APPROVED HALL COUNTY, GEORGIA

SURVEYOR'S CERTIFICATE:

AS REQUIRED BY SUBSECTION (d) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FUTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT 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 OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

A. Darin Cain — 9-8-17
A. DARIN CAIN, RLS 2716 — DATE

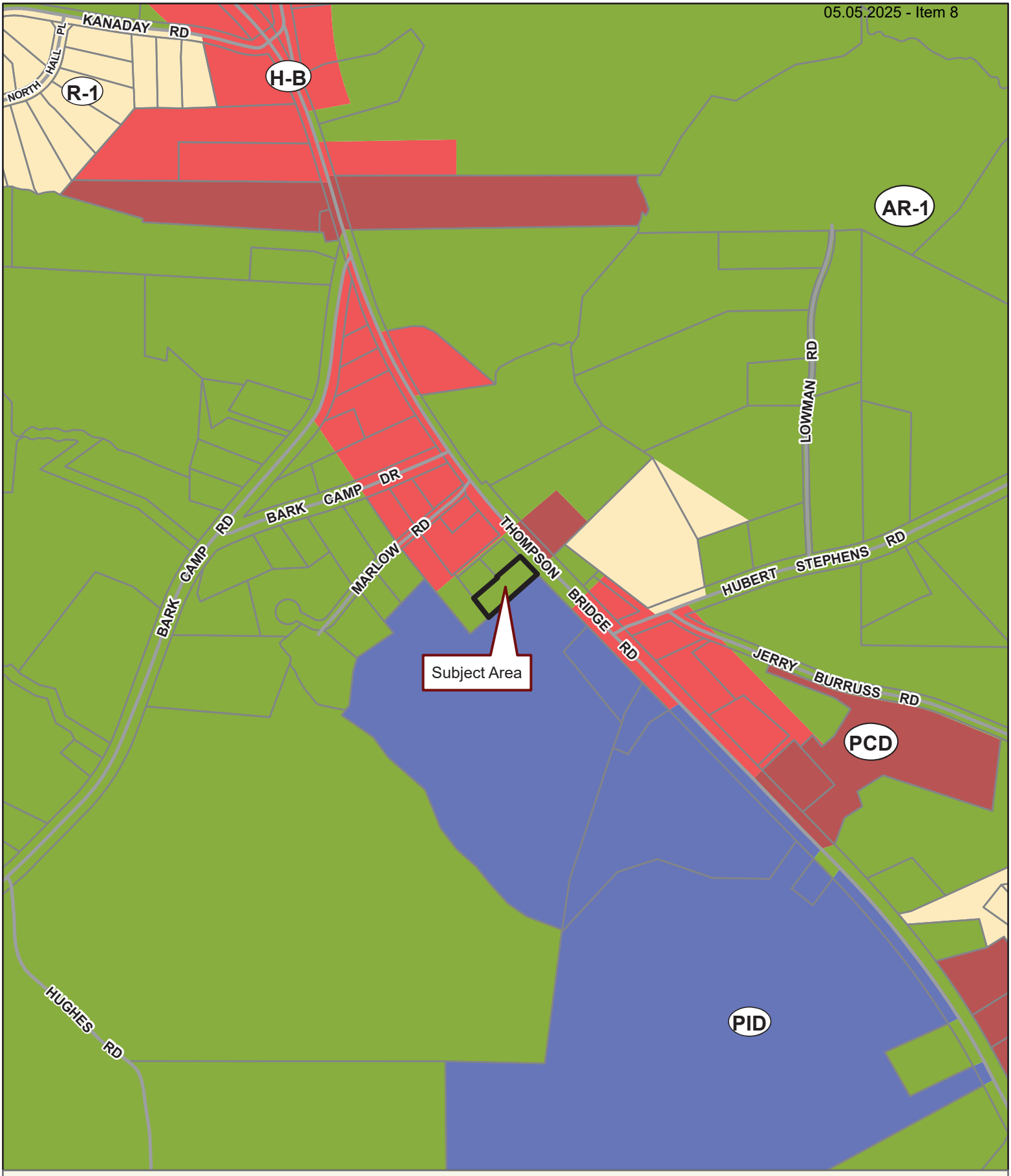
GEORGIA REGISTERED NO. 2716 PROFESSIONAL LAND SURVEYOR A. DARIN CAIN

RETRACEMENT SURVEY FOR
BRADLEY DEAN FAULKNER
LOCATED IN
LAND LOT 82 11th DISTRICT
HALL COUNTY, GEORGIA
SCALE: 1"= 30' SEPTEMBER 8, 2017
GRAPHIC SCALE
0 30 60 90 120
SCALE IN FEET

FIELD WORK DATES:
SEPTEMBER 6/7, 2017

LONDON LAND SURVEYING & ASSOCIATES, INC.
167 EAST JARRARD STREET
CLEVELAND, GEORGIA 30528
(706) 865-0749
LICENSE No. LSF 522

JOB# 17111

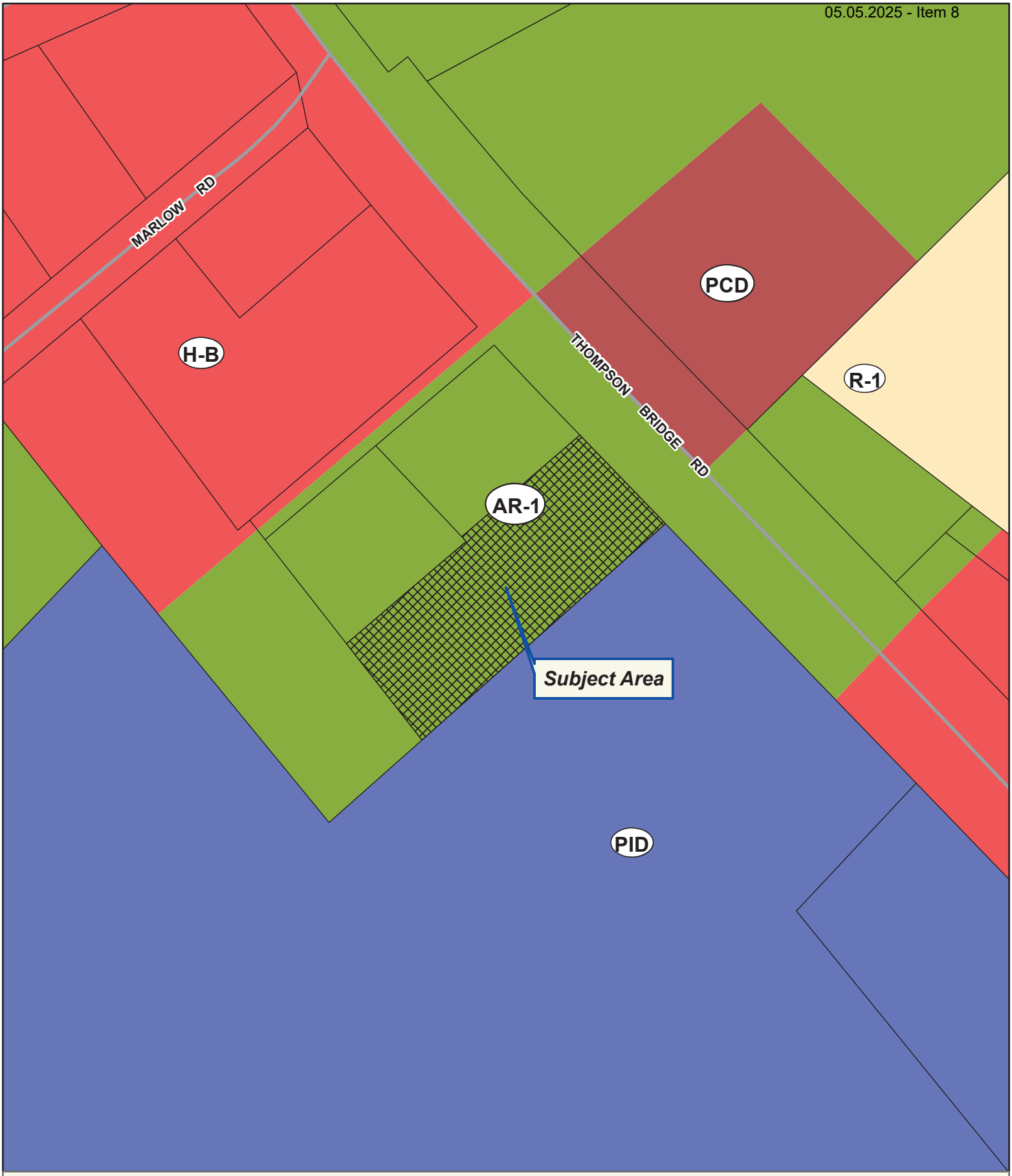


Applicant: JOHN CANE
Tax Parcel #: 11082 000028A
Location: 5323 THOMPSON BRIDGE ROAD, MURRAYVILLE, GA 30564
Commission District 2 **PC Mtg. Date: 05/05/2025**

0 150 300 600
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N



Applicant: JOHN CANE
Tax Parcel #: 11082 000028A
Location: 5323 THOMPSON BRIDGE ROAD, MURRAYVILLE, GA 30564
Commission District 2 **PC Mtg. Date: 05/05/2025**

0 25 50 100
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N

Applicant: JOHN CANE
Tax Parcel #: 11082 000028A
Location: 5323 THOMPSON BRIDGE ROAD, MURRAYVILLE, GA 30564
Commission District 2 **PC Mtg. Date: 05/05/2025**

0 25 50 100
Feet

Zoning Boundary
City Limits
Subject Area

N

Outlook

5323 Thompson Bridge

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Fri 5/16/2025 11:10 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Cane, John (YU NAM) <john.cane@yunextraffic.com>
Sent: Monday, May 12, 2025 9:48 AM
To: Katie L. Greenway (CDI: Planning) <klgreenway@hallcounty.org>
Cc: Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>
Subject: RE: 5323 Thompson Bridge

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.

Katie and Beth,

I hope you had a great weekend. I know the reasoning for the requirements for the Gateway Corridor are to ensure that the corridor looks esthetically pleasing. I feel the building I am proposing meets that standard and will be a standout in the area. I have attached a rendering of the building with a waterline in the front of the building. I think the contrast looks great while still looking like a vintage gas station/ country building. I wanted to get your thoughts if a waterline in the front would be acceptable.

Thank you

John

GAS
GAS

eFiled and eRecorded
DATE: 02/11/2025
TIME: 1:07 PM
DEED BOOK: 9606
PAGE: 502 - 504
FILING FEES: $25.00
TRANSFER TAX: $78.00
PT61: 069-2025-000837
RECORDED BY: JP
CLERK: Mark Pettitt
Hall County, GA

Prepared By:
Weissman PC
3500 Lenox Road, 4th Floor
Atlanta, GA 30326

File No.: W-C-19662-24-GA

Parcel ID: 11082-000028A

LIMITED WARRANTY DEED

STATE OF GEORGIA
COUNTY OF HALL

THIS INDENTURE, made this 7th day of February, 2025 by and between **Bradley Dean Faulkner and Brittany Nichole Faulkner, as Trustees of The Bradley Dean Faulkner Revocable Living Trust**, as party or parties of the first part, hereinafter called Grantor, and **John Cane**, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN DOLLARS AND NO/100 ($10.00) AND OTHER VALUABLE CONSIDERATIONS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described property, to-wit:

SEE ATTACHED EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE HERETO

THIS CONVEYANCE is made subject to all zoning ordinances, easements and restrictions of record affecting said described property.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, only to the proper use, benefit and behoof of the said Grantee, forever IN FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons claiming by, through, or under Grantor herein.

IN WITNESS WHEREOF, the Grantor has signed and sealed this Deed, on the date and year above written.

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

My Commission Expires: _____

CHRIS R SHAW
Notary Public, Georgia
Forsyth County
My Commission Expires
November 09, 2026

The Bradley Dean Faulkner Revocable Living Trust

BY: _____
Bradley Dean Faulkner
Trustee

BY: _____
Brittany Nichole Faulkner
Trustee

EXHIBIT "A"

File No.: W-C-19662-24-GA

All that tract or parcel of land lying and being in Land Lot 82 of the 11th District, Hall County, Georgia, being 0.61 acres, more or less, as shown on a Retracement Survey for Bradley Dean Faulkner, prepared by London Land Surveying Associates, Inc., dated 09/08/2017, recorded in Plat Book 874, Page 499, Hall County, Georgia Records, which Survey and the plat recording thereof are incorporated herein by reference and made a part of this description.

Outlook

HCPC Tentative Agenda 5.5.25

From Emily McGahee (Environmental Health) <emcgahee@hallcounty.org>
Date Thu 4/3/2025 12:34 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>; Katie L. Greenway (CDI: Planning) <klgreenway@hallcounty.org>; Kristie Turner (Planning) <kturner@hallcounty.org>
Cc Chad Harper (Environmental Health) <charper@hallcounty.org>; Kelly Hairston (Environmental Health) <khairston@hallcounty.org>

Please find Environmental Health comments below:

Item 1, 4340 Cherokee Trail, Wilcox: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system.

Item 2, 6551 Red Hawk Way, Acuff: No comment. Public sewer.

Item 3, 5962 Jim Crow Road, Burton: Must meet all Environmental Health commercial septic system permitting requirements. A detailed business plan, including details on the filtration of the pond water, must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation/modification may be required after review of business plan. The pond will be regulated and permitted under the DPH Rules and Regulations for Public Swimming Pools, Spas, and Recreational Water Parks if the water is recirculated. In this case, the well must also meet potable water supply standards if used to fill the pond.

Items 4A,B,C, 5323 Thompson Bridge Road, Cane: Must meet all Environmental Health commercial septic system permitting requirements. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation/modification may be required after review of business plan.

Item 5, 2505 Dana Drive, Karas: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation may be required after review of business plan.

Item 6, 6266 Yellow Creek Road, Cook: No comment. Proposed sewage disposal to be permitted by EPD.

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.

Outlook

RE: Monday, May 5, 2025 Planning Commission Tentative Packets

From Stevens, Henry K <HStevens@dot.ga.gov>
Date Wed 4/2/2025 2:37 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>

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 afternoon everyone,

Please see the below comments in red from GDOT District 1.

Thanks,

Henry Stevens, E.I.T.
GDOT Civil Engineer 2
Georgia Department of Transportation
District 1 Traffic Operations- Gainesville
1475 Jesse Jewell Pkwy
Suite 100
Gainesville, GA, 30501
470.663.1807 cell

From: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Sent: Thursday, March 27, 2025 1:56 PM
Subject: Monday, May 5, 2025 Planning Commission Tentative Packets

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 Afternoon,

Here is the Tentative Agenda and Maps for the **Monday, May 5, 2025** Hall County Planning Commission Meeting. Please use the links to review the documents and respond with comments to Hall County Planning and Zoning. 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, April 3, 2025.** Email comments to Beth (bgarmon@hallcounty.org) and Kaitlyn (kelliott@hallcounty.org).

CALL TO ORDER

-

AGENDA REVIEW

APPROVAL OF MINUTES – April 21, 2025

NEW BUSINESS

1. **4340 Cherokee Trail | Variance |** to reduce the minimum yards | on a 0.38± acre tract located on the east side of Cherokee Trail approximately 1,555 feet from its intersection with Twin Rivers Drive | Zoned R-1; Tax Parcel 08038 001026 **| Proposed Use: Accessory structure |** * Commission District 2 **| Sonia L. Wilcox, applicant** **NO GDOT COORDINATION REQUIRED**

2. **6551 Red Hawk Way | Variance |** to reduce the minimum yards | on a 0.30± acre tract located on the south side of Red Hawk Way approximately 195 feet from its intersection with Stag Leap Lane | Zoned PRD; Tax Parcel 15041D000370 **| Proposed Use: Deck addition |** * Commission District 1 **| Mary M. Acuff, applicant** **NO GDOT COORDINATION REQUIRED**

3. **5962 Jim Crow Road | Special Use |** to amend conditions of zoning | on a 1.42± acre tract located on the north side of Jim Crow Road approximately 252 feet from its intersection with Old Federal Road | Zoned PCD; Tax Parcel 08101 002002 **| Proposed Use: Expansion of services** | ** Commission District 2 **| Burton Outdoor Adventures c/o Jason Burton, applicant** **NO GDOT COORDINATION REQUIRED**

4. **(A) 5323 Thompson Bridge Road | Rezone |** from Agricultural Residential (AR-1) to Highway Business (H-B, GCOD) | on a 0.61± acre tract located on the southwest side of Thompson Bridge Road approximately 407 feet from its intersection with Marlow Road | Zoned AR-1; Tax Parcel 11082 000028A **| Proposed Use: Vehicle repair, major |** ** Commission District 2 **| John Cane, applicant** **GDOT COORDINATION REQUIRED**

   (B) 5323 Thompson Bridge Road | Special Use | Vehicle repair, major in GCOD |on a 0.61± acre tract located on the southwest side of Thompson Bridge Road approximately 407 feet from its intersection with Marlow Road | Zoned AR-1; Tax Parcel 11082 000028A **| Proposed Use: Vehicle repair, major |** ** Commission District 2 **| John Cane, applicant** **GDOT COORDINATION REQUIRED**

   (C) 5323 Thompson Bridge Road | Variance to section 6.2 | Gateway Corridor Overlay District (GCOD) | on a 0.61± acre tract located on the southwest side of Thompson Bridge Road approximately 407 feet from its intersection with Marlow Road | Zoned AR-1; Tax Parcel 11082 000028A **| Proposed Use: Vehicle repair, major |** * Commission District 2 **| John Cane, applicant** **GDOT COORDINATION REQUIRED**

5. **2505 Dana Circle | Rezone |** from Agricultural Residential (AR-1) to Highway Business (H-B) | on a 0.33± acre tract located on the north side of Dana Circle at its intersection with Dana Drive | Zoned AR-1; Tax Parcel 15021A000036B **| Proposed Use: Vehicle sales |** ** Commission District 3 **| Tim Karas, applicant** **NO GDOT COORDINATION REQUIRED**

6. **6266 Yellow Creek Road | Rezone |** from Agricultural Residential 1 (AR-1) to Planned Residential Development (PRD) | on a 253.58± acre portion of a tract located on the northwest side of Yellow Creek Road approximately 1,457 feet from its intersection with Bent Tree Cove | Zoned AR-1; Tax Parcel 11112 000004 (pt.) **| Proposed Use: 253-lot residential development |** ** Commission District 2 **| Cook Communities, applicant** **NO GDOT COORDINATION REQUIRED**

*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, June 12, 2025, 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, June 12, 2025. 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,

Kaitlyn Elliott
Planning Commission Clerk
Hall County Community Development and Infrastructure
(770) 531-6810 www.hallcounty.org

HALL COUNTY
GEORGIA
We have it all in Hall

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
GEORGIA

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

PUBLIC WORKS AND
UTILITIES DIRECTOR
Bill Nash, P.E.

Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

MEMORANDUM

To: Beth Garmon, Director of Planning and Zoning

From: Bill Nash, Director of Public Works and Utilities

Date: April 3, 2025
April 10, 2025 (revised for 2505 Dana Circle)

Subject: May 5, 2025 - Hall County Planning Commission Agenda

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the May 5, 2025 meeting. Upon review, we provide the following comments.

NEW BUSINESS

1. 4340 Cherokee Trail | Variance | to reduce the minimum yards | on a 0.38± acre tract located on the east side of Cherokee Trail approximately 1,555 feet from its intersection with Twin Rivers Drive | Zoned R-1; Tax Parcel 08038 001026 | **Proposed Use: Accessory structure |** * Commission District 2 **| Sonia L. Wilcox, applicant**

a. **Engineering:** No comment

b. **Traffic:** No comment
c. **Utilities:** Gainesville Water. No sanitary sewer in area.

2. 6551 Red Hawk Way | Variance | to reduce the minimum yards | on a 0.30± acre tract located on the south side of Red Hawk Way approximately 195 feet from its intersection with Stag Leap Lane | Zoned PRD; Tax Parcel 15041D000370 | **Proposed Use: Deck addition |** * Commission District 1 | **Mary M. Acuff, applicant**

a. **Engineering:** No comment
b. **Traffic:** No comment
c. **Utilities:** Gainesville Water. Hall County sanitary sewer –onsite

3. 5962 Jim Crow Road | Special Use | to amend conditions of zoning | on a 1.42± acre tract located on the north side of Jim Crow Road approximately 252 feet from its intersection with Old Federal Road | Zoned PCD; Tax Parcel

08101 002002 | **Proposed Use: Expansion of services** | ** Commission District 2 | **Burton Outdoor Adventures c/o Jason Burton, applicant**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
b. **Traffic:** No comment
c. **Utilities:** Flowery Branch sanitary sewer area.

4. **(A) 5323 Thompson Bridge Road | Rezone** | from Agricultural Residential (AR-1) to Highway Business (H-B, GCOD) | on a 0.61± acre tract located on the southwest side of Thompson Bridge Road approximately 407 feet from its intersection with Marlow Road **|** Zoned AR-1; Tax Parcel 11082 000028A | **Proposed Use: Vehicle repair, major |** ** Commission District 2 | **John Cane, applicant**

(B) 5323 Thompson Bridge Road | Special Use | Vehicle repair, major in GCOD |on a 0.61± acre tract located on the southwest side of Thompson Bridge Road approximately 407 feet from its intersection with Marlow Road | Zoned AR-1; Tax Parcel 11082 000028A | **Proposed Use: Vehicle repair, major** | ** Commission District 2 | **John Cane, applicant**

(C) 5323 Thompson Bridge Road | Variance to section 6.2 | Gateway Corridor Overlay District (GCOD) | on a 0.61± acre tract located on the southwest side of Thompson Bridge Road approximately 407 feet from its intersection with Marlow Road | Zoned AR-1; Tax Parcel 11082 000028A | **Proposed Use: Vehicle repair, major |** * Commission District 2 | **John Cane, applicant**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
b. **Traffic:** GDOT approval or access permit required.
c. **Utilities:** Hall County sanitary sewer area. Nearest infrastructure is 350’ south across parcel 11082 000028. Fieldale farms – easement required.

5. **2505 Dana Circle | Rezone** | from Agricultural Residential (AR-1) to Highway Business (H-B) | on a 0.33± acre tract located on the north side of Dana Circle at its intersection with Dana Drive | Zoned AR-1; Tax Parcel 15021A000036B | **Proposed Use: Vehicle sales |** ** Commission District 3 | **Tim Karas, applicant**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
b. **Traffic:** No comment
Revised comment – Dana Circle is a substandard roadway for commercial use. Improvements will be required and approved by Hall County Engineering. No

towing or car transports over 14,000 pounds Gross Vehicle Weight Ratings will be allowed. (4-10-25)

c. **Utilities:** Gainesville w/s

6. **6266 Yellow Creek Road | Rezone** | from Agricultural Residential 1 (AR-1) to Planned Residential Development (PRD) | on a 253.58± acre portion of a tract located on the northwest side of Yellow Creek Road approximately 1,457 feet from its intersection with Bent Tree Cove | Zoned AR-1; Tax Parcel 11112 000004 (pt.) | **Proposed Use: 253-lot residential development** | ** Commission District 2 | **Cook Communities, applicant**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
Show stream buffer and impervious setback from wrested vegetation not centerline of stream
Show FEMA and Hall County studied Flood plains that are present on site.

b. **Traffic:** Both proposed accesses must meet Hall County requirements at a minimum decel lanes will be required.

c. **Utilities:** Hall County service area. No infrastructure in the area.

Outlook

Fire Comments

From John Hornick (Fire Services) <jhornick@hallcounty.org>
Date Mon 3/31/2025 4:28 PM
To Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>
Cc Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

Monday, May 5, 2025 Hall County Planning Commission Meeting

1. **(A) 5323 Thompson Bridge Road | Rezone** | from Agricultural Residential (AR-1) to Highway Business (H-B, GCOD) | on a 0.61± acre tract located on the southwest side of Thompson Bridge Road approximately 407 feet from its intersection with Marlow Road | Zoned AR-1; Tax Parcel 11082 000028A | **Proposed Use: Vehicle repair, major** | ** Commission District 2 | **John Cane, applicant**

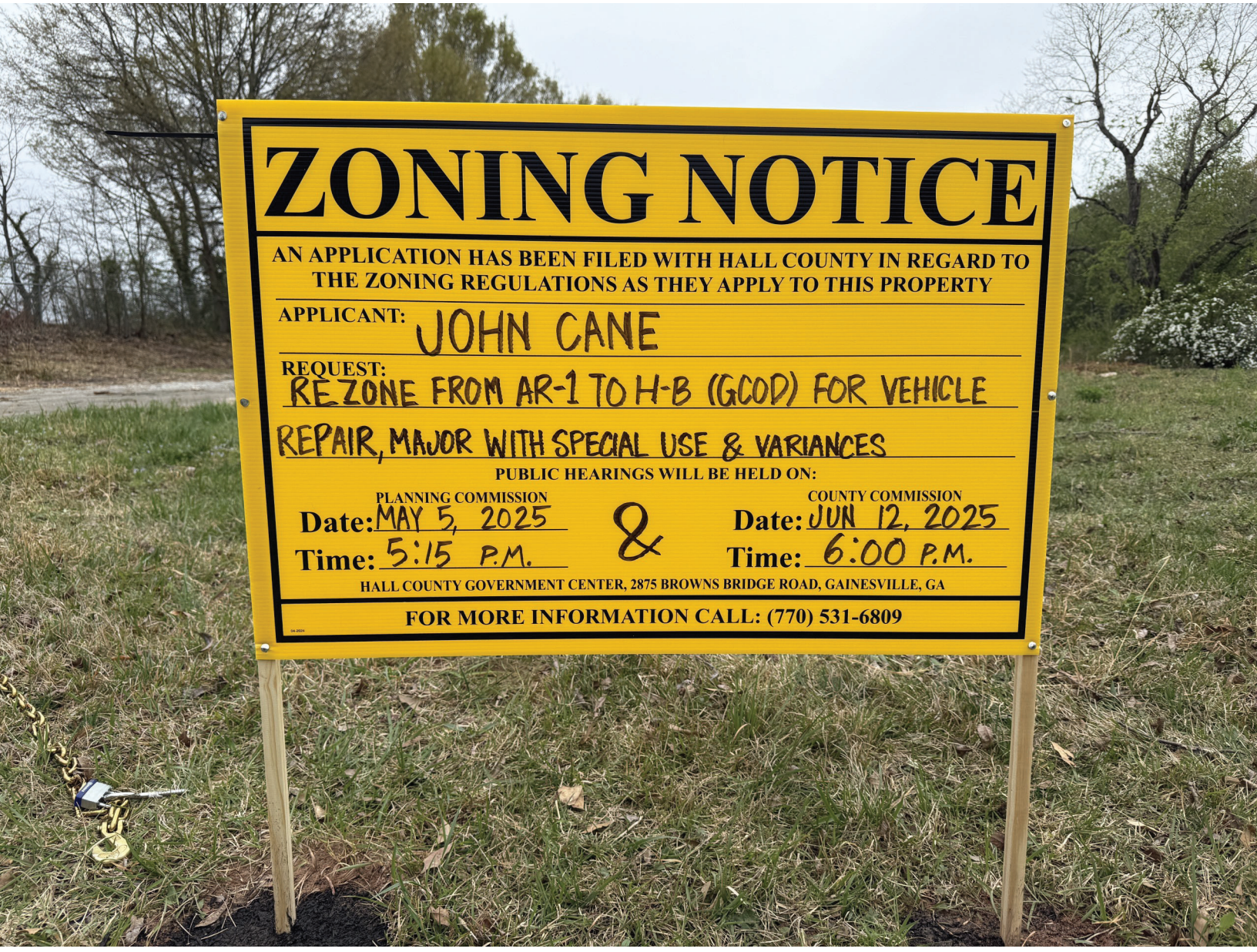
   (B) 5323 Thompson Bridge Road | Special Use | Vehicle repair, major in GCOD |on a 0.61± acre tract located on the southwest side of Thompson Bridge Road approximately 407 feet from its intersection with Marlow Road | Zoned AR-1; Tax Parcel 11082 000028A | **Proposed Use: Vehicle repair, major** | ** Commission District 2 | **John Cane, applicant**

   (C) 5323 Thompson Bridge Road | Variance to section 6.2 | Gateway Corridor Overlay District (GCOD) | on a 0.61± acre tract located on the southwest side of Thompson Bridge Road approximately 407 feet from its intersection with Marlow Road | Zoned AR-1; Tax Parcel 11082 000028A | **Proposed Use: Vehicle repair, major** | * Commission District 2 | **John Cane, applicant**

   The Hall County Fire Marshal's Office has no comments for items A, B, C 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


ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY
APPLICANT: JOHN CANE
REQUEST: REZONE FROM AR-1 TO H-B (GCOD) FOR VEHICLE REPAIR, MAJOR WITH SPECIAL USE & VARIANCES
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: MAY 5, 2025
Time: 5:15 P.M.
&
COUNTY COMMISSION
Date: JUN 12, 2025
Time: 6:00 P.M.
HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA
FOR MORE INFORMATION CALL: (770) 531-6809

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503
t: 770-531-6809 I f: 770-531-3902

HALL COUNTY
GEORGIA
We have it all in Hall

PUBLIC NOTICE REQUIREMENTS

Zoning regulations require that public notice must be given prior to all zoning hearings as follows:

1. The Planning Department shall publish a legal advertisement no less than fifteen (15) days and no more than forty-five (45) days prior to the public hearing.

2. The Planning Department shall send notification by letter of all other property owners within a 500-foot radius of the applicant's property is standard administrative policy of the Planning Department.

3. The applicant/property owner shall place the public notice sign in a conspicuous location on the property not less than fifteen (15) days and not more than forty-five (45) days prior to the public hearing.

The Planning Department shall post the legal advertisement and notify property owners within a 500ft radius to the subject property.

The applicant is required to post the public notice sign not less than fifteen (15) days and not more than forty-five (45) days prior to the public hearing. A photo of the sign placed at the location is required and must be sent to the Planning Department.

Multiple sign postings on a site may be required as determined by the Planning Department. The sign must be in a location where it is clearly visible from the roadway. The sign cannot be obstructed in any manner, placed too far from the road, or placed in such manner as would cause it to blend into the landscape.

Should you find the sign missing or vandalized in any manner, contact the Planning Department for a replacement sign. When the proceeding is complete and final Board action has occurred, the sign shall then be removed from the property by the applicant.

THE ZONING SIGN MUST BE POSTED NO EARLIER THAN MAR 28, 2025 AND NO LATER THAN APR 6, 2025.

THE ORGINAL SIGNED AFFIDAVIT MUST BE AND RETURNED TO THE PLANNING DEPARTMENT NO LATER THAN APR 6, 2025 ALONG WITH A MINIMUM OF ONE PHOTO SHOWING THE SIGN POSTED AT THE SUBJECT PROPERTY.

Failure to comply will result in a delay of the application.

AFFIDAVIT

By my signature, I, John Cane, **, hereby acknowledge that I have**
Please Print Name

read and understand the sign posting requirements. I further certify that the required public notice sign was posted on 4/2/2025 **for** John Cane.
Date (Name application filed as)

Signature John Cane
(The original document is required)

AGENDA ITEM

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

REPORT TO: **Work Session (06/09/25)**

REPORT TO: **Voting Meeting (06/12/25)**

ITEM NO: 327/2025

SUBJECT: **5323 Thompson Bridge Road | Special Use |** Vehicle repair, major in GCOD |on a 0.61± acre tract located on the southwest side of Thompson Bridge Road approximately 407 feet from its intersection with Marlow Road | Zoned AR-1; Tax Parcel 11082 000028A | **Proposed Use: Vehicle repair, major** | Commission District 2 | **John Cane, applicant**

Meetings:

Work Session Date: 06/09/25 **Voting Meeting Date:** 06/12/25

Executive Summary:

Presenter: BG
Recommendation:

Approval, with conditions

1. The property shall be developed in accordance with the site plan dated February 13, 2025, and as described in the project narrative dated February 13, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. A 25 foot wide undisturbed buffer adjacent to all residentially-zoned property shall be maintained. The existing landscaping shall be supplemented with additional planted evergreens with an installation height of no less than 6 feet to provide sufficient screening of the development. Final review and approval of the landscape plan is subject to the Director of Planning and Zoning, or their designee.
3. The total number of vehicles parked outside awaiting repair shall be limited to a total of 3.
4. Access to the development shall be approved by Georgia Department of Transportation (GDOT) and all traffic engineering standards shall be met. The developer shall be responsible for all associated costs of improvements necessary for the development.
5. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Official Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to Environmental Health, the Fire Marshal, and Hall County Engineering.
6. All conditions of zoning shall be made part of any plats created for the property.
7. The front façade, as well as the first 15 feet of each side façade extending back from the front, shall comply with GCOD standards. Colors and material to be subject to final review and approval of the Director of Planning and Zoning, or their designee.
8. Business hours shall be limited to Monday – Friday 8 a.m. to 6 p.m.
9. 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."
10. No fuel sales shall be permitted.

Purpose of Request:

5323 Thompson Bridge Road | Special Use | Vehicle repair, major in GCOD |on a 0.61± acre tract located on the southwest side of Thompson Bridge Road approximately 407 feet from its intersection with Marlow Road | Zoned AR-1; Tax Parcel 11082 000028A | **Proposed Use: Vehicle repair, major** | Commission District 2 | **John Cane, 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
KE	BG	WLI	CR
Clerk			
JR			

Attachments:

Board Memo
Recommendation Report
Application
Narrative
Site Plan
Plat

Maps
Revised Elevations Email
Deed
Legal Description
Environmental Health Comments
GDOT Comments
Public Works Comments
Fire Comments
Notice Sign

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

PLANNING AND ZONING
DIRECTOR
Beth Garmon

Hall County Government
PLANNING AND ZONING

To: David Gibbs, Chairman
Kathy Cooper, District 1 Commissioner
Billy Powell, District 2 Commissioner
Gregg Poole, District 3 Commissioner
Jeff Stowe, District 4 Commissioner

From: Beth Garmon, Director of Planning & Zoning

Date: May 27, 2025

Subject: **5323 Thompson Bridge Road | Special Use |** Vehicle repair, major in GCOD |on a 0.61± acre tract located on the southwest side of Thompson Bridge Road approximately 407 feet from its intersection with Marlow Road | Zoned AR-1; Tax Parcel 11082 000028A **| Proposed Use: Vehicle repair, major| John Cane, applicant**

The request before you is from John Cane for a special use for vehicle repair, major within Gateway Corridor Overlay District (GCOD). This item is located within Commission District 2.

At their May 5, 2025 meeting, the Hall County Planning Commission voted to recommend **approval, with ten (10) conditions (5-0).**

Staff recommendation: **Approval, with conditions,** as the proposed zoning is consistent with the commercial nature of the surrounding properties and with the "Business Nodes and Corridors" Future Land Use designation in the Comprehensive Plan.

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 property shall be developed in accordance with the site plan dated February 13, 2025, and as described in the project narrative dated February 13, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. A 25 foot wide undisturbed buffer adjacent to all residentially-zoned property shall be maintained. The existing landscaping shall be supplemented with additional planted evergreens with an installation height of no less than 6 feet to provide sufficient screening of the development. Final review and approval of the landscape plan is subject to the Director of Planning and Zoning, or their designee.

3. The total number of vehicles parked outside awaiting repair shall be limited to a total of 3.
4. Access to the development shall be approved by Georgia Department of Transportation (GDOT) and all traffic engineering standards shall be met. The developer shall be responsible for all associated costs of improvements necessary for the development.
5. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Official Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to Environmental Health, the Fire Marshal, and Hall County Engineering.
6. All conditions of zoning shall be made part of any plats created for the property.
7. The front façade, as well as the first 15 feet of each side façade extending back from the front, shall comply with GCOD standards. Colors and material to be subject to final review and approval of the Director of Planning and Zoning, or their designee.
8. Business hours shall be limited to Monday – Friday 8 a.m. to 6 p.m.
9. 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."
10. No fuel sales shall be permitted.

HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT

Applicant ..... John Cane

Request ..... (B) **Special Use** | Vehicle repair, major in GCOD

Proposed Use ..... Vehicle repair, major

Size ..... 0.61± acres

Zoning ..... Current: Agricultural Residential 1 (AR-1) | Proposed: Highway Business (H-B)

Location ..... **5323 Thompson Bridge Road |** Tax Parcel 11082 000028A

Commission District ..... Two

Planning Commission Date ..... May 5, 2025

Staff Recommendation ..... **(B) Approval, with conditions,** as the proposed zoning is consistent with the commercial nature of the surrounding properties and with the "Business Nodes and Corridors" Future Land Use designation in the Comprehensive Plan

Record Number(s) HZCU25-0015

Planning Commission Recommendation ..... **Approval, with conditions**

Vote: 5-0

Planning Commission Conditions:

1. The property shall be developed in accordance with the site plan dated February 13, 2025, and as described in the project narrative dated February 13, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. A 25 foot wide undisturbed buffer adjacent to all residentially-zoned property shall be maintained. The existing landscaping shall be supplemented with additional planted

evergreens with an installation height of no less than 6 feet to provide sufficient screening of the development. Final review and approval of the landscape plan is subject to the Director of Planning and Zoning, or their designee.

3. The total number of vehicles parked outside awaiting repair shall be limited to a total of 3.
4. Access to the development shall be approved by Georgia Department of Transportation (GDOT) and all traffic engineering standards shall be met. The developer shall be responsible for all associated costs of improvements necessary for the development.
5. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Official Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to Environmental Health, the Fire Marshal, and Hall County Engineering.
6. All conditions of zoning shall be made part of any plats created for the property.
7. The front façade, as well as the first 15 feet of each side façade extending back from the front, shall comply with GCOD standards. Colors and material to be subject to final review and approval of the Director of Planning and Zoning, or their designee.
8. Business hours shall be limited to Monday – Friday 8 a.m. to 6 p.m.
9. 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."
10. No fuel sales shall be permitted.

Excerpts from the minutes of the May 5, 2025 meeting

Applicant's Presentation:

Katie Greenway, Planning and Zoning Administrator, presented a summary of the request.

John Cane, 3910 Overlake Drive, Cumming, presented the request. The applicant has submitted three concurrent requests as part of the proposed development: (A) to rezone a 0.61± acre tract from Agricultural Residential 1 (AR-1) to Highway Business (H-B); (B) a special use for vehicle repair, major in the Gateway Corridor Overlay District (GCOD); and (C) a variance to the architecture design standards of the Gateway Corridor Overlay District (GCOD). The subject parcel is currently undeveloped. A previously existing home was demolished in 2017 (MIS2017-00152).

Public Forum:

There were no comments in support or opposition.

Planning Commission Comments:

Mr. Sosebee asked if the applicant would only work on his own personal cars. The applicant stated others have asked him to work on their cars as well, and this shop would serve that purpose.

A
Motion: ***A motion to approve, with conditions was made by Frank Sosebee and seconded by Shannon Davidson. Vote: 5-0***

B
Motion: ***A motion to approve, with conditions was made by Frank Sosebee and seconded by Shannon Davidson. Vote: 5-0***

C
Motion: ***A motion to approve, with conditions was made by Frank Sosebee and seconded by Shannon Davidson. Vote: 5-0***

(A) (B) & (C) Conditions:

1. The property shall be developed in accordance with the site plan dated February 13, 2025, and as described in the project narrative dated February 13, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. A 25 foot wide undisturbed buffer adjacent to all residentially-zoned property shall be maintained. The existing landscaping shall be supplemented with additional planted evergreens with an installation height of no less than 6 feet to provide sufficient screening of the development. Final review and approval of the landscape plan is subject to the Director of Planning and Zoning, or their designee.
3. The total number of vehicles parked outside awaiting repair shall be limited to a total of 3.
4. Access to the development shall be approved by Georgia Department of Transportation (GDOT) and all traffic engineering standards shall be met. The developer shall be responsible for all associated costs of improvements necessary for the development.
5. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Official Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to Environmental Health, the Fire Marshal, and Hall County Engineering.
6. All conditions of zoning shall be made part of any plats created for the property.
7. The front façade, as well as the first 15 feet of each side façade extending back from the front, shall comply with GCOD standards. Colors and material to be subject to final review and approval of the Director of Planning and Zoning, or their designee.
8. Business hours shall be limited to Monday – Friday 8 a.m. to 6 p.m.

11. 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."

12. No fuel sales shall be permitted.

(A) & (B) Staff recommends <u>APPROVAL</u> of the applicant's requests with the following conditions:

1. The property shall be developed in accordance with the site plan dated February 13, 2025, and as described in the project narrative dated February 13, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

2. A 25 foot wide undisturbed buffer adjacent to all residentially-zoned property shall be maintained. The existing landscaping shall be supplemented with additional planted evergreens with an installation height of no less than 6 feet to provide sufficient screening of the development. Final review and approval of the landscape plan is subject to the Director of Planning and Zoning, or their designee.

3. The total number of vehicles parked outside awaiting repair shall be limited to a total of 3.

4. Access to the development shall be approved by Georgia Department of Transportation (GDOT) and all traffic engineering standards shall be met. The developer shall be responsible for all associated costs of improvements necessary for the development.

5. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Official Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to Environmental Health, the Fire Marshal, and Hall County Engineering.

6. All conditions of zoning shall be made part of any plats created for the property.

The following should be considered as exceptions 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:

- **<u>Section 6.2.6.B.3 – Building Materials</u>**

Building materials used for all four sides of new or reconstructed buildings are restricted to the following:

a. Brick.
b. Natural stone such as granite, limestone, marble or similar materials. Terra cotta or cast stone simulating natural stone is also acceptable. Painted stone is prohibited.
c. Split-face block/concrete masonry unit (CMU) is restricted to no more than 50 percent of the surface area of each side of a principal nonresidential building.
d. Split-face block/concrete masonry unit (CMU) is considered prohibited materials for any multi-family residential building.
e. Stucco is restricted to no more than 50 percent of the surface area of each side of a building.
f. Glass and glass block.
g. Architectural metal panels are restricted to no more than 50 percent of the surface area of each side of a building.
h. Precast or prestressed concrete may be used for industrial buildings.
i. Exposed concrete block or painted concrete block are considered prohibited materials for any exterior wall.
    - The applicant proposes to construct a metal building, and has not proposed any other materials as part of the design.

Summary Analysis

The applicant has submitted three concurrent requests as part of the proposed development: (A) to rezone a 0.61± acre tract from Agricultural Residential 1 (AR-1) to Highway Business (H-B, GCOD); (B) a Special Use for vehicle repair, major in the Gateway Corridor Overlay District (GCOD); and (C) a variance to the architecture design standards of the Gateway Corridor Overlay District (GCOD).

The subject parcel is currently undeveloped. A previously existing home was demolished in 2017 (MIS2017-00152).

The surrounding properties are zoned and developed as outlined below:

North:	Agricultural Residential 1 (AR-1): Developed with single-family homes Highway Business (H-B): Developed with a supermarket and a United States Post Office.
South:	Planned Industrial Development (PID): Approved for a poultry processing plant & associated facilities (ZON2018-00047)
East:	Planned Commercial Development (PCD): Developed with a gas station (North East) and Agricultural Residential 1 (AR-1): Developed with a single-family home.
West:	Agricultural Residential 1 (AR-1): Developed with a single-family home.

Per the submitted narrative and site plan, the applicant is requesting to rezone to Highway Business (H-B, GCOD) for vehicle repair, major. The proposed development includes a 2,800 square foot metal building with 11 parking spaces proposed. Per the submitted narrative, the applicant is proposing to design the metal building as a “Days Gone By” filling station to include old gas pumps and memorabilia in keeping with a country charm appearance. Furthermore, the applicant intends to store most of the

vehicles within the shop; however, up to three vehicles may be kept outside awaiting repair. Currently, there is an existing water meter on the property as well as an individual septic system.

The development standards for the project are identified in the table below and compared to the GCOD requirements (6.2):

GCOD Analysis

Standard	Proposed Work	Notes	Compliance
6.2.5.A.– Transitional buffers	A 25 foot buffer is proposed along the property line abutting the AR-1 zoning districts.	A 25 foot transitional buffer is required adjacent to residential property.	Complies
6.2.5.B.1 & 2– Additional Landscape and Screening	40 feet of grass is proposed along the street frontage.	1. Shrubs must be planted within ten feet of the foundation of the primary structure along each building facade at the rate of at least 20 shrubs per 100 lineal feet of building facade except for sides or rear of building used for loading or service areas. Foundation plantings may be clustered to provide visual interest. 2. Along each street frontage there must be a landscape strip at least 10 feet in width except for perpendicular crossings for driveways and utilities.	Deficient
6.2.5.C.1 – Parking Lot Design -Required	11 parking spaces proposed	Off-street parking space calculations are governed by Sec. 8.1 of the UDC. 9 parking spaces required.	Complies

# of Parking Spaces		11 parking spaces are allowed (per 125 percent maximum)	
6.2.5.C.2.e – Parking Lot Design - Location	All parking spaces are proposed in the rear of the building.	Off-street parking must be located to the side or rear of the principal building and may not be located between the building and the street.	Complies
6.2.5.D – Outdoor lighting	LED lighting off of the building pointing downward. No lighting will be pointed towards residential properties.	All outdoor lighting must be the semi-cutoff type.	Complies
6.2.6 - Architectural Standards	Metal building is proposed.	Architectural metal panels are restricted to no more than 50 percent of the surface area of each side of a building. Building materials do not comply with GCOD standards	Deficient
6.2.7 – Signs	One wall sign is proposed, no renderings submitted.	One wall sign is permitted along each facade adjacent to a public right of way.	Unknown

Based on the future land use plan, staff finds the requested zoning designation *is consistent* with the Hall County Comprehensive Plan future land use designation of "Business Nodes and Corridors" The intent of this future land use designation is for new development along these major road corridors and intersections to consist of higher-intensity commercial uses, low-intensity, consumer-facing industrial uses that house businesses that serve nearby communities, and with some higher density residential, where appropriate.

(A) & (B) Zoning Analysis - Rezone and Special Use

When considering a zoning amendment to the zoning maps, the Planning Commission must study the need and justification for the change based on a determination of the facts applicable to the particular case, and the following general lines of inquiry must be considered:

a. Whether the zoning proposal will permit a use that is suitable in view of the use, development and zoning of adjacent and nearby property; **The proposed Highway Business (H-B) zoning district is consistent with the use, development, and zoning of adjacent and nearby properties.**

b. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **The proposed rezoning and special use should not adversely affect the existing use or usability of adjacent properties.**

c. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned; **The property has reasonable economic use as currently zoned.**

d. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, schools, police protection, fire protection, public health facilities or emergency medical service; **The proposed rezoning and special use are not expected to cause an excessive or burdensome use of existing streets, transportation facilities, utilities, schools, police protection, fire protection public facilities, or emergency medical service. The property is served by Hall County septic and City of Gainesville public water.**

e. Whether the zoning proposal is in conformity with the policy and intent of the future land use plan for the physical development of the area; **The proposed use is consistent with the future land use designation of "Business Nodes and Corridors" which consists of higher-intensity commercial uses, low-intensity, consumer-facing industrial uses that house businesses that serve nearby communities, and with some higher density residential, where appropriate.**

f. The extent to which property values are diminished by the existing zoning restrictions; **Staff is unable to determine the extent to which property values are diminished by the existing zoning restrictions.**

g. 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. Often it is difficult to determine the effect of a development on adjacent properties until the development is completed.**

h. 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.**

i. 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 property is currently undeveloped.**

j. 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 affecting the use or development of the property.**

k. Whether the change would create an isolated district unrelated to the surrounding districts; **As the surrounding properties are zoned both PID and H-B, this would not create an isolated district**.

l. 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.**

m. Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **No, the request is not out of scale with the needs of the county as a whole.**

n. Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **There are other properties within the County that support permitted uses within the Highway Business zoning district and Future Land Use designations; however, the development as proposed requires rezoning and special use approval by the Board of Commissioners.**

o. Whether the need for rezoning could be handled instead by a variance request to the Planning Commission; **The request for rezoning and a special use could not be handled alternatively as a variance.**

p. 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 land development permitting process, and as a result are subject to local, state, and federal regulations. As a result, there are no anticipated ecological or pollution impacts resulting from any modification to the land if the request is granted.**

q. 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.**

(C) <u>Zoning Analysis</u> - Variance to Section 6.2

The Planning Commission may grant variances in individual cases of unnecessary hardship upon a finding of the board that:

1. There are extraordinary and exceptional conditions pertaining to the particular lot in question because of its size, shape, or topography (the hardship must relate to the physical character of the lot and not to a personal or economic hardship); **No, there are no extraordinary or exceptional conditions pertaining to the physical character of the lot to prevent the project design from meeting development standards.**

2. The application of the requirements of this UDC to this particular piece of property would create an unusual hardship; **No evidence has been provided that an unusual hardship exists to prevent the development from complying with architectural requirements.**

3. Such conditions are peculiar to the property involved and are not common to other properties in the neighborhood; **There are no conditions peculiar to the property involved that are not common to other properties in the neighborhood.**

4. Such conditions are not the result of any actions of the property owner; **As there are no current structures on the property, the project can be designed for the building to meet architectural standards.**

5. Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of this UDC; provided, however, that no variance may be granted for a use of land or building or structure that is prohibited by this UDC or for a Conditional Use Permit which has been denied by the Planning Commission. **Relief, if granted, will not impair the purposes and intent of the Unified Development Code of Hall County.**

11.2.6.E - Submission requirements

1. Any person or persons requesting a change in the official zoning map or use subject to approval of the County Commission must file an application with a plat or map of the property attached thereto, together with payment of such fees set forth in this Sec 11.2. to cover administrative and advertising costs, in the Planning and Zoning Department office. Such person or persons or their authorized agent must appear in person at the public hearing held to consider the district change. **The 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.**

2. All applications for a change of zoning classification or use subject to approval of the County Commission must include:

    a. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in this Sec. 11.2. **The proposal provides a narrative outlining the intent of the development; however, the applicant has not prepared a response to each of the criteria listed in 11.2.6.E.2.**

    b. 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 may evaluate the application based on the most intense possible land use permitted in the proposed district**. The proposal meets the requirement.**

c. For any application for a slow rate land treatment system as defined in 7.6.9.D.1, additional requirements apply. **This standard is not applicable to the applicant's request**

d. For any application proposing the development of 100 or more residential dwelling units, a traffic impact study must be submitted prior to consideration of the application by the County Commission. At the applicant's expense, the traffic impact study must be prepared by a professional engineer in accordance with requirements established by the Hall County Engineering Department. The Engineering Department must review the traffic impact study and forward any comments to the County Commission. **This standard is not applicable to the applicant's request.**

Development Support and Constraints

Hall County Environmental Health
In an email dated April 3, 2025, Emily McGahee stated, "Must meet all Environmental Health commercial septic systems permitted requirements. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation/modification may be required after review of business plan."

Georgia Department of Transportation
In an email dated April 2, 2025, Henry Stevens, E.I.T., GDOT Civil Engineer 2, stated that GDOT coordination is required.

Hall County Public Works and Utilities
In a memo dated April 3, 2025, Bill Nash, Director of Public Works and Utilities, provided the following comments:

Engineering:
This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.

Traffic:
GDOT approval or access permit required

Utilities
Hall County sanitary sewer area. Nearest infrastructure is 350' south across parcel 11082 000028. Fieldale Farms – easement required

Hall County Fire Marshal
In an email dated March 31, 2025, John Hornick, NPQ Fire Service Plans Examiner 1, stated, "The Hall County Fire Marshal's has no comments for items A, B, C as proposed."

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503
t: 770-531-6809 I f: 770-531-3902

HALL COUNTY
GEORGIA
We have it all in Hall

SPECIAL / CONDITIONAL USE APPLICATION

Applicant (Name & Mailing Address)

John Cane
3910 Overlake Dr
Cumming, GA 30041
Phone (408) 201-4404
Email Address [redacted]

Property Owner (Name & Mailing Address)

John Cane
3910 Overlake Dr
Cumming, GA 30041
Phone (408) 201-4404
Email Address [redacted]

Proposed Use Auto Restoration

Contact Person (Name & Mailing Address)

John Cane
3910 Overlake Dr
Cumming, GA 30041
Phone (408) 201-4404
Email Address [redacted]

Status of Applicant

- (Owner)
- Option to Purchase
- Area Resident
- Other

Requested Action

Type of Request: ☐ SU ☐ CUP

Fee:$_____

Receipt #: _____

Check #: _____

Zoning: H-B

Acreage .61

Tax Parcel Number 11082 000028A

Location Address 5323 Thompson Bridge Rd Murrayville, GA 30564

I hereby certify that the above information and all attached information are true and correct.

Sign John Cane Date: 2/27/25

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 I
f: 770-531-3902

HALL COUNTY
GEORGIA
We have it all in Hall

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: John Cone **Date:** 2/20/25

Applicant's/Owner's Name (Printed): John Cone

RECEIVED
FEB 13, 2025
Planning & Zoning Department

Rezoning Narrative:

Current: District 1 Zoned AR-1

Proposed: Commercial - Highway Business

Area: The lot is directly adjacent to the Fieldale Farm plant.

Description of use: Car restoration and performance.

Install a 2800 square foot metal building to perform the mechanical restoration and upgrade of classic and performance vehicles. Murrayville GA is a classical southern city and to keep with that theme, the front of the building would be decorated to look like a “Days gone by” filling station including old gas pumps and memorabilia keeping the country charm and being visually appealing to passersby. Most vehicles will be stored inside but no more than 3 vehicles will be outside awaiting repair. All vehicle parking is behind the building.

Standards: Lot size is .61 acres with a commercial business on one side and residential properties to the right and behind. A minimum of a 25’ buffer is designed against the residential properties with a solid wood fence protecting the properties. The front of the building will be set back a minimum of 35’ from the roadway.

Hours: Mon-Fri 8-6

Parking: 10 parking spaces and 1 ADA space.

Lighting: LED lighting off the building pointed downward. No lighting directly facing the residential properties.

Signage: A single sign attached to the building as approved by Hall County

Water and Wastewater: The existing septic system is being evaluated for reuse or a new system installed to service one bathroom with toilet and sink and one sink in the shop area.

Buffers: There is an existing fence between the property and Fieldale Farms. A 6’ solid wood fence would be installed between the residential properties.

THIS BLOCK RESERVED FOR
THE CLERK OF SUPERIOR COURT

LEGEND:

AI	ANGLE IRON
ASP	ASPHALT
BL	BUILDING LINE
BWF	BARB WIRE FENCE
C&G	CURB & GUTTER
CLF	CHAIN LINK FENCE
CMF	CONCRETE MONUMENT FOUND
CMP	CORRUGATED METAL PIPE
CONC	CONCRETE
CTP	CRIMPED TOP PIPE
DI	DROP INLET
EP	EDGE OF PAVEMENT
FH	FIRE HYDRANT
GW	GUY WIRE
HWF	HOG WIRE FENCE
IPF	IRON PIN FOUND
IPS	IRON PIN SET (1/2"REBAR)
LL	LAND LOT
LLL	LAND LOT LINE
MH	MANHOLE
MR	METAL ROD
N/F	NOW OR FORMERLY
OTP	OPEN TOP PIPE
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PL	PROPERTY LINE
PP	POWER POLE
RB	REBAR
RCP	REINFORCED CONCRETE PIPE
R/W	RIGHT OF WAY
SP	SERVICE POLE
TP	TELEPHONE POLE
WM	WATER METER
WV	WATER VALVE

A LEICA TS06 PLUS TOTAL STATION WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT.

THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 36,324 FEET AND AN ANGULAR ERROR OF 05" PER ANGLE POINT, AND WAS ADJUSTED USING THE COMPASS RULE METHOD.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 95,924 FEET.

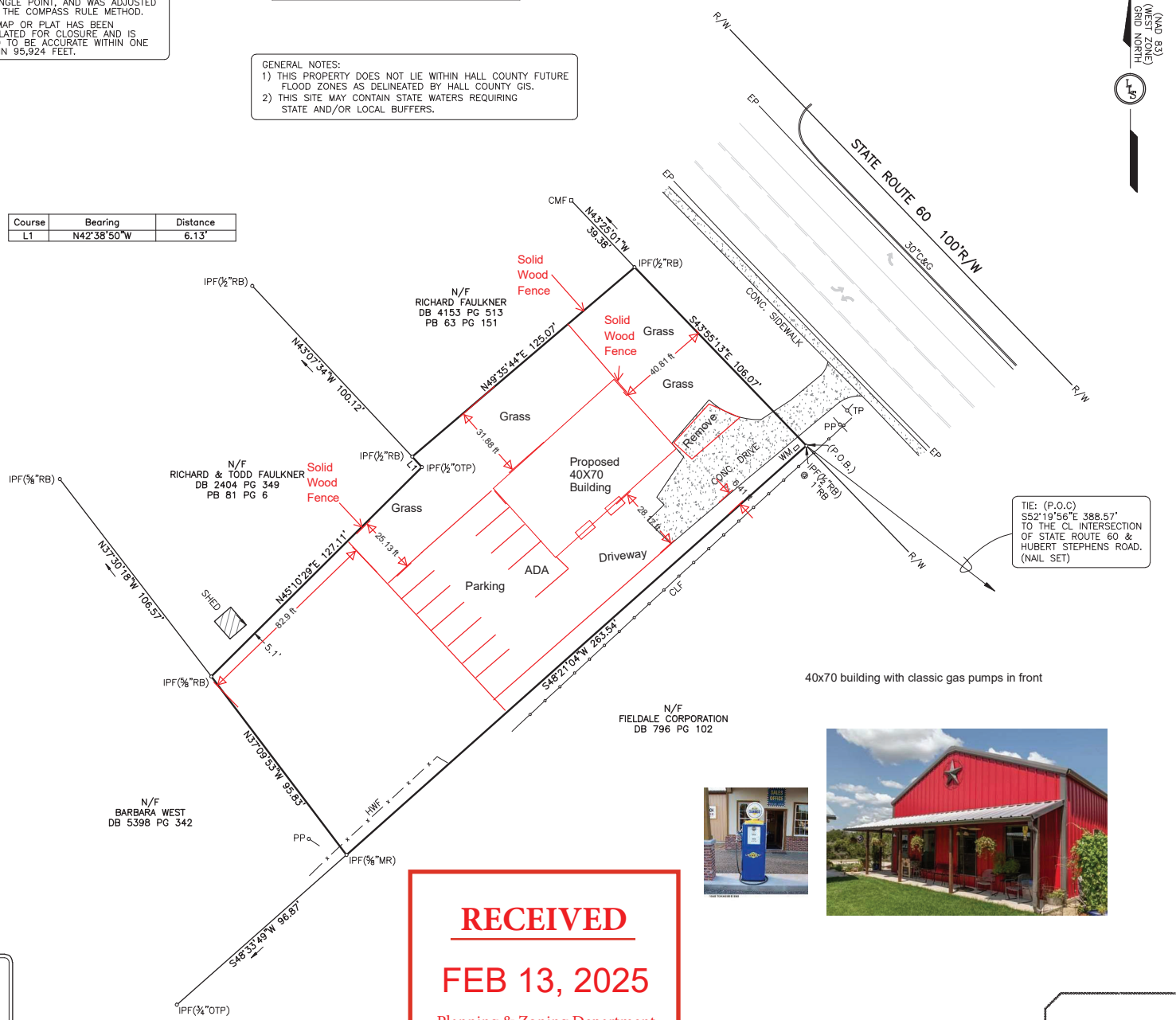
FLOOD NOTE:
THIS PROPERTY IS NOT IN A FLOOD HAZARD AREA AS PER FEMA FLOOD INSURANCE RATE MAP OF HALL COUNTY, GEORGIA

COMMUNITY PANEL NUMBER: 130466 0067 F
EFFECTIVE DATE: MARCH 21, 2000
REVISION DATE: SEPTEMBER 29, 2006

GENERAL NOTES:
1) THIS PROPERTY DOES NOT LIE WITHIN HALL COUNTY FUTURE FLOOD ZONES AS DELINEATED BY HALL COUNTY GIS.
2) THIS SITE MAY CONTAIN STATE WATERS REQUIRING STATE AND/OR LOCAL BUFFERS.

NOTE:
STATE PLANE COORDINATE BASED UPON GPS OBSERVATIONS USING A CARLSON SURVEYOR + DUAL FREQUENCY RECEIVER RUNNING CARLSON SURVCE SOFTWARE. RTK NETWORK UTILIZING THE TRIMBLE VRS NOW NETWORK.

Course	Bearing	Distance
L1	N42°38'50"W	6.13'



TIE: (P.O.C)
S52°19'56"E 388.57'
TO THE CL INTERSECTION OF STATE ROUTE 60 & HUBERT STEPHENS ROAD. (NAIL SET)

DEED REFERENCE:(CURRENT OWNER)
DEED FOR BRADLEY DEAN FAULKNER
DATED APRIL 17, 2015
DEED BOOK 7509 PAGES 569-570.

PLAT REFERENCE:
SURVEY FOR FIELDALE FARMS CORP.
PREPARED BY HOLCOMB SURVEYING
DATED OCTOBER 12, 2011
REVISED NOVEMBER 2, 2011.

TOTAL AREA = 0.61 ACRE

40x70 building with classic gas pumps in front

Proposed Rezoning Light Industrial
5323 Thompson Bridge Road
Murrayville, GA 30564
LOCATED IN
LAND LOT 82 11th DISTRICT
HALL COUNTY, GEORGIA
SCALE: 1"= 30'
GRAPHIC SCALE
0 30 60 90 120
SCALE IN FEET

RECEIVED
FEB 13, 2025
Planning & Zoning Department

05.05.2025 Item 8

05.05.2025 - Item 8

eFiled & eRecorded
DATE: 10/4/2017
TIME: 10:21 AM
PLAT BOOK: 00874
PAGE: 00499
RECORDING FEE: 8.00
PARTICIPANT ID: 8062908767
CLERK: Charles Baker
Hall County, GA
NOTE: ch

THIS BLOCK RESERVED FOR THE CLERK OF SUPERIOR COURT

A LEICA TS06 PLUS TOTAL STATION WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT.

THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 36,324 FEET AND AN ANGULAR ERROR OF 05" PER ANGLE POINT, AND WAS ADJUSTED USING THE COMPASS RULE METHOD.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 95,924 FEET.

FLOOD NOTE:
THIS PROPERTY IS NOT IN A FLOOD HAZARD AREA AS PER FEMA FLOOD INSURANCE RATE MAP OF HALL COUNTY, GEORGIA

COMMUNITY PANEL NUMBER: 130466 0067 F
EFFECTIVE DATE: MARCH 21, 2000
REVISION DATE: SEPTEMBER 29, 2006

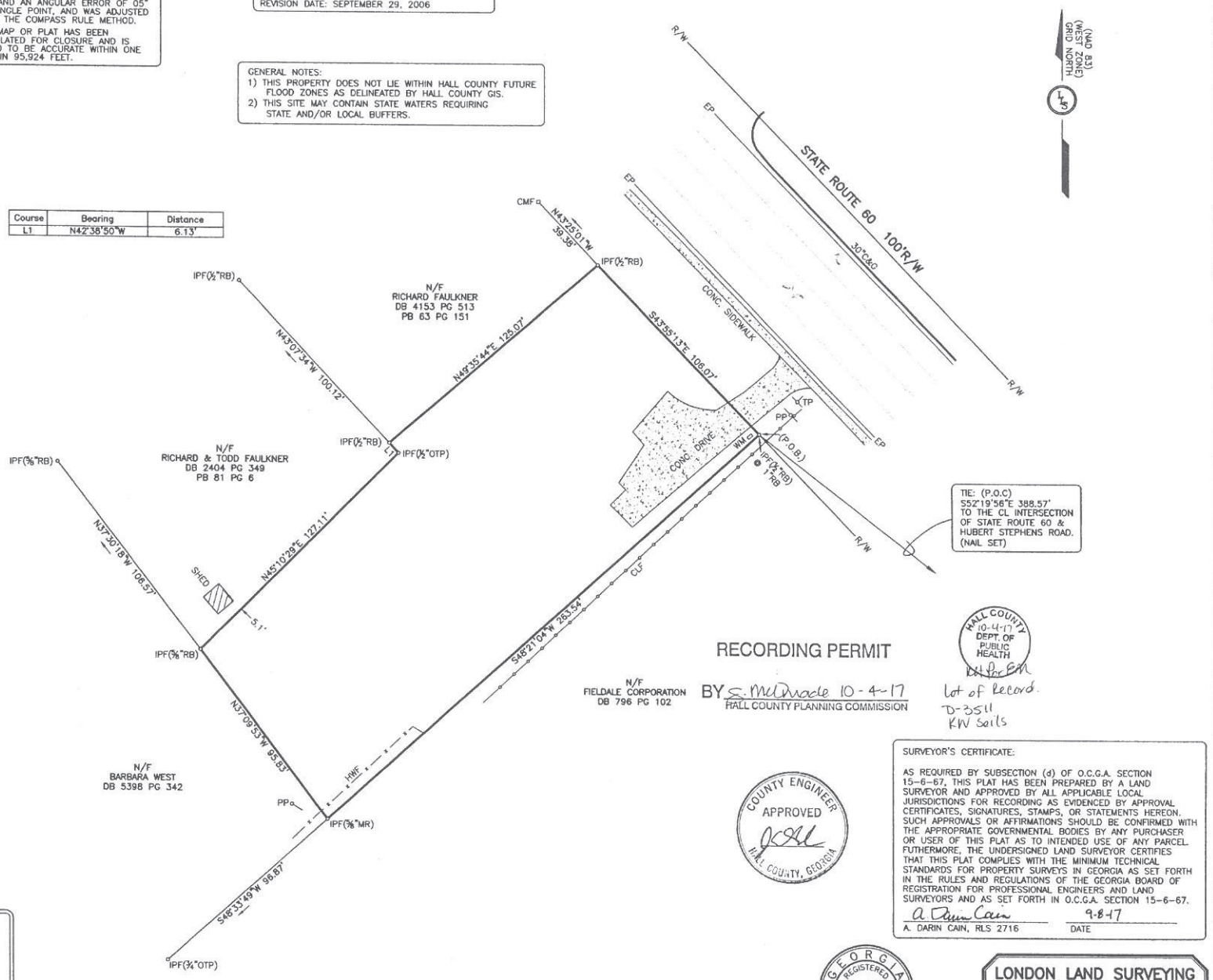
NOTE:
STATE PLANE COORDINATE BASED UPON GPS OBSERVATIONS USING A CARLSON SURVEYOR + DUAL FREQUENCY RECEIVER RUNNING CARLSON SURVCE SOFTWARE. RTK NETWORK UTILIZING THE TRIMBLE VRS NOW NETWORK.

GENERAL NOTES:
1) THIS PROPERTY DOES NOT LIE WITHIN HALL COUNTY FUTURE FLOOD ZONES AS DELINEATED BY HALL COUNTY GIS.
2) THIS SITE MAY CONTAIN STATE WATERS REQUIRING STATE AND/OR LOCAL BUFFERS.

LEGEND:

AI	ANGLE IRON
ASP	ASPHALT
BL	BUILDING LINE
BWF	BARB WIRE FENCE
C&G	CURB & GUTTER
CLF	CHAIN LINK FENCE
CMF	CONCRETE MONUMENT FOUND
CMP	CORRUGATED METAL PIPE
CONC	CONCRETE
CTP	CRIMPED TOP PIPE
DI	DROP INLET
EP	EDGE OF PAVEMENT
FH	FIRE HYDRANT
GW	GUY WIRE
HWF	HOG WIRE FENCE
IPF	IRON PIN FOUND
IPS	IRON PIN SET (1/2"REBAR)
LL	LAND LOT
LLL	LAND LOT LINE
MH	MANHOLE
MR	METAL ROD
N/F	NOW OR FORMERLY
OTP	OPEN TOP PIPE
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PL	PROPERTY LINE
PP	POWER POLE
RB	REBAR
RCP	REINFORCED CONCRETE PIPE
R/W	RIGHT OF WAY
SP	SERVICE POLE
TP	TELEPHONE POLE
WM	WATER METER
WV	WATER VALVE

Course	Bearing	Distance
L1	N42°38'50"W	6.13'



DEED REFERENCE:(CURRENT OWNER)
DEED FOR BRADLEY DEAN FAULKNER
DATED APRIL 17, 2015
DEED BOOK 7509 PAGES 569-570.

PLAT REFERENCE:
SURVEY FOR FIELDALE FARMS CORP.
PREPARED BY HOLCOMB SURVEYING
DATED OCTOBER 12, 2011
REVISED NOVEMBER 2, 2011.

TOTAL AREA = 0.61 ACRE

RECORDING PERMIT
BY S. McDuffie 10-4-17
HALL COUNTY PLANNING COMMISSION

HALL COUNTY 10-4-17 DEPT OF PUBLIC HEALTH
Lot of Record.
D-3511
KW Soils

COUNTY ENGINEER APPROVED HALL COUNTY, GEORGIA

SURVEYOR'S CERTIFICATE:

AS REQUIRED BY SUBSECTION (d) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FUTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT 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 OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

A. Darin Cain — 9-8-17
A. DARIN CAIN, RLS 2716 — DATE

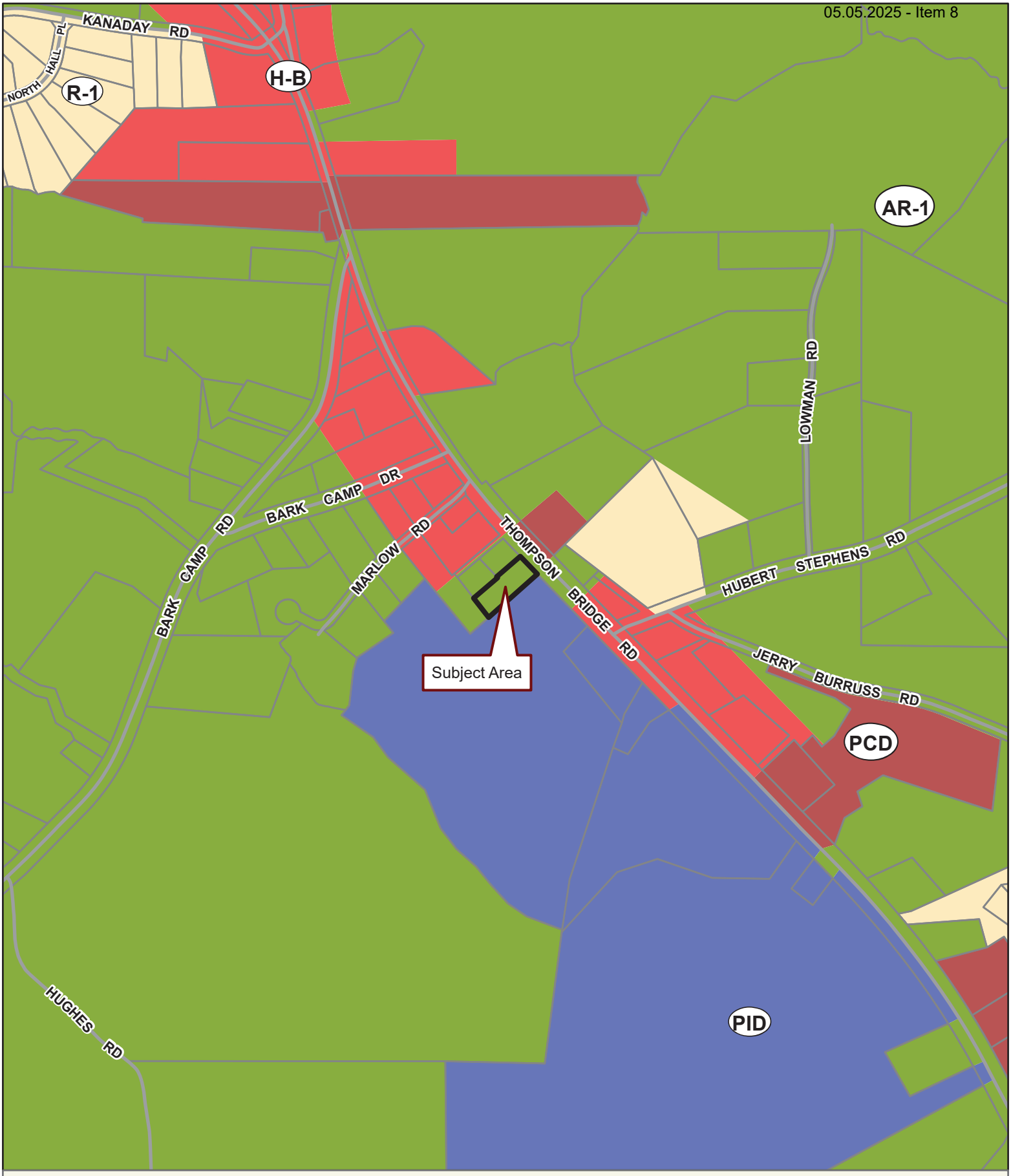
GEORGIA REGISTERED NO. 2716 PROFESSIONAL LAND SURVEYOR A. DARIN CAIN

RETRACEMENT SURVEY FOR
BRADLEY DEAN FAULKNER
LOCATED IN
LAND LOT 82 11th DISTRICT
HALL COUNTY, GEORGIA
SCALE: 1"= 30' SEPTEMBER 8, 2017
GRAPHIC SCALE
0 30 60 90 120
SCALE IN FEET

FIELD WORK DATES:
SEPTEMBER 6/7, 2017

LONDON LAND SURVEYING & ASSOCIATES, INC.
167 EAST JARRARD STREET
CLEVELAND, GEORGIA 30528
(706) 865-0749
LICENSE No. LSF 522

JOB# 17111

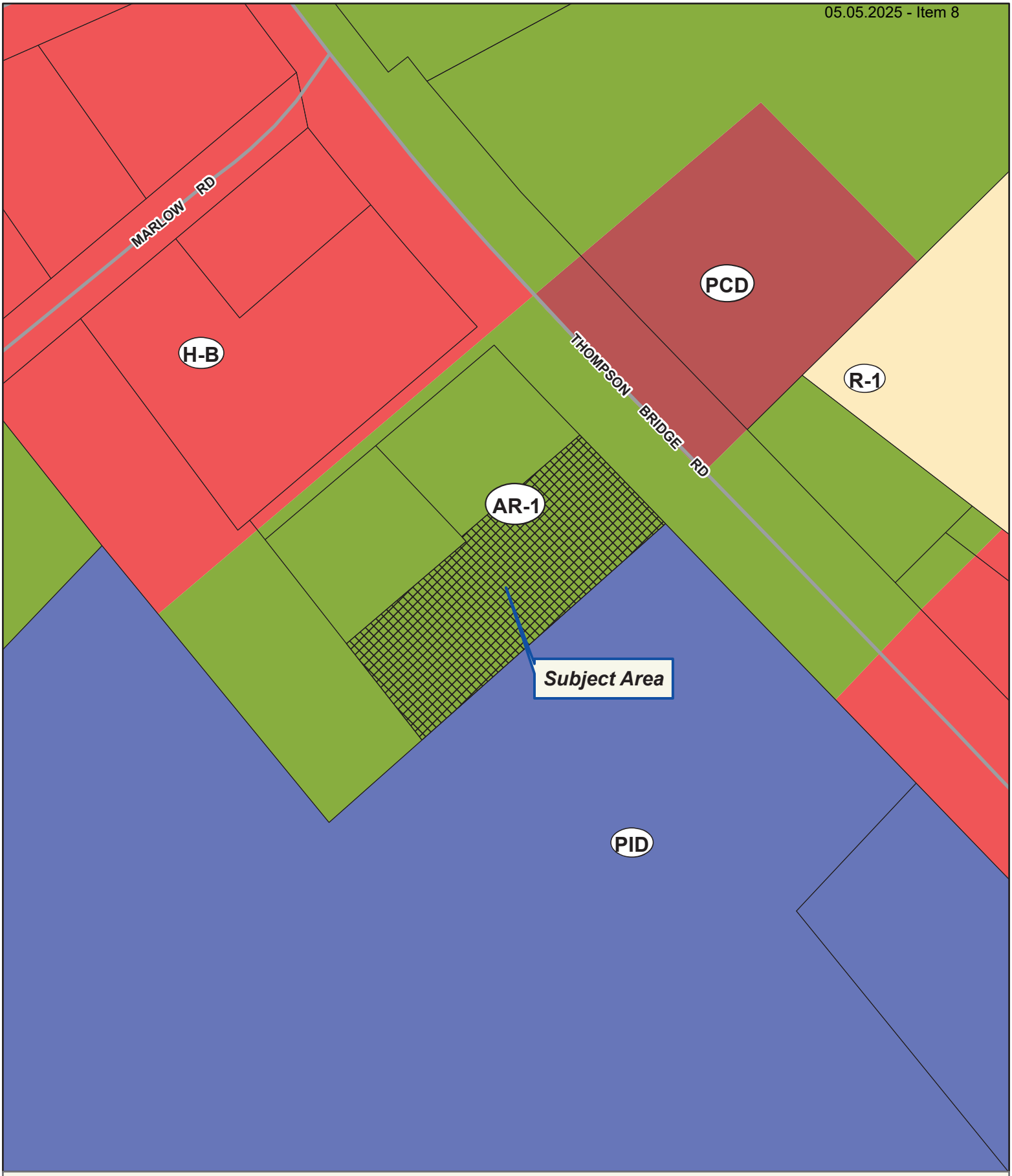


Applicant: JOHN CANE
Tax Parcel #: 11082 000028A
Location: 5323 THOMPSON BRIDGE ROAD, MURRAYVILLE, GA 30564
Commission District 2 **PC Mtg. Date: 05/05/2025**

0 150 300 600
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N



Applicant: JOHN CANE
Tax Parcel #: 11082 000028A
Location: 5323 THOMPSON BRIDGE ROAD, MURRAYVILLE, GA 30564
Commission District 2 **PC Mtg. Date: 05/05/2025**

0 25 50 100
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N

Applicant: JOHN CANE
Tax Parcel #: 11082 000028A
Location: 5323 THOMPSON BRIDGE ROAD, MURRAYVILLE, GA 30564
Commission District 2 **PC Mtg. Date: 05/05/2025**

0 25 50 100
Feet

Zoning Boundary
City Limits
Subject Area

N

Outlook

5323 Thompson Bridge

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Fri 5/16/2025 11:10 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Cane, John (YU NAM) <john.cane@yunextraffic.com>
Sent: Monday, May 12, 2025 9:48 AM
To: Katie L. Greenway (CDI: Planning) <klgreenway@hallcounty.org>
Cc: Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>
Subject: RE: 5323 Thompson Bridge

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.

Katie and Beth,

I hope you had a great weekend. I know the reasoning for the requirements for the Gateway Corridor are to ensure that the corridor looks esthetically pleasing. I feel the building I am proposing meets that standard and will be a standout in the area. I have attached a rendering of the building with a waterline in the front of the building. I think the contrast looks great while still looking like a vintage gas station/ country building. I wanted to get your thoughts if a waterline in the front would be acceptable.

Thank you

John

GAS
GAS

eFiled and eRecorded
DATE: 02/11/2025
TIME: 1:07 PM
DEED BOOK: 9606
PAGE: 502 - 504
FILING FEES: $25.00
TRANSFER TAX: $78.00
PT61: 069-2025-000837
RECORDED BY: JP
CLERK: Mark Pettitt
Hall County, GA

Prepared By:
Weissman PC
3500 Lenox Road, 4th Floor
Atlanta, GA 30326

File No.: W-C-19662-24-GA

Parcel ID: 11082-000028A

LIMITED WARRANTY DEED

STATE OF GEORGIA
COUNTY OF HALL

THIS INDENTURE, made this 7th day of February, 2025 by and between **Bradley Dean Faulkner and Brittany Nichole Faulkner, as Trustees of The Bradley Dean Faulkner Revocable Living Trust**, as party or parties of the first part, hereinafter called Grantor, and **John Cane**, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN DOLLARS AND NO/100 ($10.00) AND OTHER VALUABLE CONSIDERATIONS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described property, to-wit:

SEE ATTACHED EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE HERETO

THIS CONVEYANCE is made subject to all zoning ordinances, easements and restrictions of record affecting said described property.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, only to the proper use, benefit and behoof of the said Grantee, forever IN FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons claiming by, through, or under Grantor herein.

IN WITNESS WHEREOF, the Grantor has signed and sealed this Deed, on the date and year above written.

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

My Commission Expires: _____

CHRIS R SHAW
Notary Public, Georgia
Forsyth County
My Commission Expires
November 09, 2026

The Bradley Dean Faulkner Revocable Living Trust

BY: _____
Bradley Dean Faulkner
Trustee

BY: _____
Brittany Nichole Faulkner
Trustee

EXHIBIT "A"

File No.: W-C-19662-24-GA

All that tract or parcel of land lying and being in Land Lot 82 of the 11th District, Hall County, Georgia, being 0.61 acres, more or less, as shown on a Retracement Survey for Bradley Dean Faulkner, prepared by London Land Surveying Associates, Inc., dated 09/08/2017, recorded in Plat Book 874, Page 499, Hall County, Georgia Records, which Survey and the plat recording thereof are incorporated herein by reference and made a part of this description.

Outlook

HCPC Tentative Agenda 5.5.25

From Emily McGahee (Environmental Health) <emcgahee@hallcounty.org>
Date Thu 4/3/2025 12:34 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>; Katie L. Greenway (CDI: Planning) <klgreenway@hallcounty.org>; Kristie Turner (Planning) <kturner@hallcounty.org>
Cc Chad Harper (Environmental Health) <charper@hallcounty.org>; Kelly Hairston (Environmental Health) <khairston@hallcounty.org>

Please find Environmental Health comments below:

Item 1, 4340 Cherokee Trail, Wilcox: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system.

Item 2, 6551 Red Hawk Way, Acuff: No comment. Public sewer.

Item 3, 5962 Jim Crow Road, Burton: Must meet all Environmental Health commercial septic system permitting requirements. A detailed business plan, including details on the filtration of the pond water, must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation/modification may be required after review of business plan. The pond will be regulated and permitted under the DPH Rules and Regulations for Public Swimming Pools, Spas, and Recreational Water Parks if the water is recirculated. In this case, the well must also meet potable water supply standards if used to fill the pond.

Items 4A,B,C, 5323 Thompson Bridge Road, Cane: Must meet all Environmental Health commercial septic system permitting requirements. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation/modification may be required after review of business plan.

Item 5, 2505 Dana Drive, Karas: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation may be required after review of business plan.

Item 6, 6266 Yellow Creek Road, Cook: No comment. Proposed sewage disposal to be permitted by EPD.

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.

Outlook

RE: Monday, May 5, 2025 Planning Commission Tentative Packets

From Stevens, Henry K <HStevens@dot.ga.gov>
Date Wed 4/2/2025 2:37 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>

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 afternoon everyone,

Please see the below comments in red from GDOT District 1.

Thanks,

Henry Stevens, E.I.T.
GDOT Civil Engineer 2
Georgia Department of Transportation
District 1 Traffic Operations- Gainesville
1475 Jesse Jewell Pkwy
Suite 100
Gainesville, GA, 30501
470.663.1807 cell

From: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Sent: Thursday, March 27, 2025 1:56 PM
Subject: Monday, May 5, 2025 Planning Commission Tentative Packets

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 Afternoon,

Here is the Tentative Agenda and Maps for the **Monday, May 5, 2025** Hall County Planning Commission Meeting. Please use the links to review the documents and respond with comments to Hall County Planning and Zoning. 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, April 3, 2025.** Email comments to Beth (bgarmon@hallcounty.org) and Kaitlyn (kelliott@hallcounty.org).

CALL TO ORDER

-

AGENDA REVIEW

APPROVAL OF MINUTES – April 21, 2025

NEW BUSINESS

1. **4340 Cherokee Trail | Variance |** to reduce the minimum yards | on a 0.38± acre tract located on the east side of Cherokee Trail approximately 1,555 feet from its intersection with Twin Rivers Drive | Zoned R-1; Tax Parcel 08038 001026 **| Proposed Use: Accessory structure |** * Commission District 2 **| Sonia L. Wilcox, applicant** **NO GDOT COORDINATION REQUIRED**

2. **6551 Red Hawk Way | Variance |** to reduce the minimum yards | on a 0.30± acre tract located on the south side of Red Hawk Way approximately 195 feet from its intersection with Stag Leap Lane | Zoned PRD; Tax Parcel 15041D000370 **| Proposed Use: Deck addition |** * Commission District 1 **| Mary M. Acuff, applicant** **NO GDOT COORDINATION REQUIRED**

3. **5962 Jim Crow Road | Special Use |** to amend conditions of zoning | on a 1.42± acre tract located on the north side of Jim Crow Road approximately 252 feet from its intersection with Old Federal Road | Zoned PCD; Tax Parcel 08101 002002 **| Proposed Use: Expansion of services** | ** Commission District 2 **| Burton Outdoor Adventures c/o Jason Burton, applicant** **NO GDOT COORDINATION REQUIRED**

4. **(A) 5323 Thompson Bridge Road | Rezone |** from Agricultural Residential (AR-1) to Highway Business (H-B, GCOD) | on a 0.61± acre tract located on the southwest side of Thompson Bridge Road approximately 407 feet from its intersection with Marlow Road | Zoned AR-1; Tax Parcel 11082 000028A **| Proposed Use: Vehicle repair, major |** ** Commission District 2 **| John Cane, applicant** **GDOT COORDINATION REQUIRED**

   (B) 5323 Thompson Bridge Road | Special Use | Vehicle repair, major in GCOD |on a 0.61± acre tract located on the southwest side of Thompson Bridge Road approximately 407 feet from its intersection with Marlow Road | Zoned AR-1; Tax Parcel 11082 000028A **| Proposed Use: Vehicle repair, major |** ** Commission District 2 **| John Cane, applicant** **GDOT COORDINATION REQUIRED**

   (C) 5323 Thompson Bridge Road | Variance to section 6.2 | Gateway Corridor Overlay District (GCOD) | on a 0.61± acre tract located on the southwest side of Thompson Bridge Road approximately 407 feet from its intersection with Marlow Road | Zoned AR-1; Tax Parcel 11082 000028A **| Proposed Use: Vehicle repair, major |** * Commission District 2 **| John Cane, applicant** **GDOT COORDINATION REQUIRED**

5. **2505 Dana Circle | Rezone |** from Agricultural Residential (AR-1) to Highway Business (H-B) | on a 0.33± acre tract located on the north side of Dana Circle at its intersection with Dana Drive | Zoned AR-1; Tax Parcel 15021A000036B **| Proposed Use: Vehicle sales |** ** Commission District 3 **| Tim Karas, applicant** **NO GDOT COORDINATION REQUIRED**

6. **6266 Yellow Creek Road | Rezone |** from Agricultural Residential 1 (AR-1) to Planned Residential Development (PRD) | on a 253.58± acre portion of a tract located on the northwest side of Yellow Creek Road approximately 1,457 feet from its intersection with Bent Tree Cove | Zoned AR-1; Tax Parcel 11112 000004 (pt.) **| Proposed Use: 253-lot residential development |** ** Commission District 2 **| Cook Communities, applicant** **NO GDOT COORDINATION REQUIRED**

*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, June 12, 2025, 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, June 12, 2025. 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,

Kaitlyn Elliott
Planning Commission Clerk
Hall County Community Development and Infrastructure
(770) 531-6810 www.hallcounty.org

HALL COUNTY
GEORGIA
We have it all in Hall

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
GEORGIA

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

PUBLIC WORKS AND
UTILITIES DIRECTOR
Bill Nash, P.E.

Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

MEMORANDUM

To: Beth Garmon, Director of Planning and Zoning

From: Bill Nash, Director of Public Works and Utilities

Date: April 3, 2025
April 10, 2025 (revised for 2505 Dana Circle)

Subject: May 5, 2025 - Hall County Planning Commission Agenda

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the May 5, 2025 meeting. Upon review, we provide the following comments.

NEW BUSINESS

1. 4340 Cherokee Trail | Variance | to reduce the minimum yards | on a 0.38± acre tract located on the east side of Cherokee Trail approximately 1,555 feet from its intersection with Twin Rivers Drive | Zoned R-1; Tax Parcel 08038 001026 | **Proposed Use: Accessory structure |** * Commission District 2 **| Sonia L. Wilcox, applicant**

a. **Engineering:** No comment

b. **Traffic:** No comment
c. **Utilities:** Gainesville Water. No sanitary sewer in area.

2. 6551 Red Hawk Way | Variance | to reduce the minimum yards | on a 0.30± acre tract located on the south side of Red Hawk Way approximately 195 feet from its intersection with Stag Leap Lane | Zoned PRD; Tax Parcel 15041D000370 | **Proposed Use: Deck addition |** * Commission District 1 | **Mary M. Acuff, applicant**

a. **Engineering:** No comment
b. **Traffic:** No comment
c. **Utilities:** Gainesville Water. Hall County sanitary sewer –onsite

3. 5962 Jim Crow Road | Special Use | to amend conditions of zoning | on a 1.42± acre tract located on the north side of Jim Crow Road approximately 252 feet from its intersection with Old Federal Road | Zoned PCD; Tax Parcel

08101 002002 | **Proposed Use: Expansion of services** | ** Commission District 2 | **Burton Outdoor Adventures c/o Jason Burton, applicant**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
b. **Traffic:** No comment
c. **Utilities:** Flowery Branch sanitary sewer area.

4. **(A) 5323 Thompson Bridge Road | Rezone** | from Agricultural Residential (AR-1) to Highway Business (H-B, GCOD) | on a 0.61± acre tract located on the southwest side of Thompson Bridge Road approximately 407 feet from its intersection with Marlow Road **|** Zoned AR-1; Tax Parcel 11082 000028A | **Proposed Use: Vehicle repair, major |** ** Commission District 2 | **John Cane, applicant**

(B) 5323 Thompson Bridge Road | Special Use | Vehicle repair, major in GCOD |on a 0.61± acre tract located on the southwest side of Thompson Bridge Road approximately 407 feet from its intersection with Marlow Road | Zoned AR-1; Tax Parcel 11082 000028A | **Proposed Use: Vehicle repair, major** | ** Commission District 2 | **John Cane, applicant**

(C) 5323 Thompson Bridge Road | Variance to section 6.2 | Gateway Corridor Overlay District (GCOD) | on a 0.61± acre tract located on the southwest side of Thompson Bridge Road approximately 407 feet from its intersection with Marlow Road | Zoned AR-1; Tax Parcel 11082 000028A | **Proposed Use: Vehicle repair, major |** * Commission District 2 | **John Cane, applicant**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
b. **Traffic:** GDOT approval or access permit required.
c. **Utilities:** Hall County sanitary sewer area. Nearest infrastructure is 350’ south across parcel 11082 000028. Fieldale farms – easement required.

5. **2505 Dana Circle | Rezone** | from Agricultural Residential (AR-1) to Highway Business (H-B) | on a 0.33± acre tract located on the north side of Dana Circle at its intersection with Dana Drive | Zoned AR-1; Tax Parcel 15021A000036B | **Proposed Use: Vehicle sales |** ** Commission District 3 | **Tim Karas, applicant**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
b. **Traffic:** No comment
Revised comment – Dana Circle is a substandard roadway for commercial use. Improvements will be required and approved by Hall County Engineering. No

towing or car transports over 14,000 pounds Gross Vehicle Weight Ratings will be allowed. (4-10-25)

c. **Utilities:** Gainesville w/s

6. **6266 Yellow Creek Road | Rezone** | from Agricultural Residential 1 (AR-1) to Planned Residential Development (PRD) | on a 253.58± acre portion of a tract located on the northwest side of Yellow Creek Road approximately 1,457 feet from its intersection with Bent Tree Cove | Zoned AR-1; Tax Parcel 11112 000004 (pt.) | **Proposed Use: 253-lot residential development** | ** Commission District 2 | **Cook Communities, applicant**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
Show stream buffer and impervious setback from wrested vegetation not centerline of stream
Show FEMA and Hall County studied Flood plains that are present on site.

b. **Traffic:** Both proposed accesses must meet Hall County requirements at a minimum decel lanes will be required.

c. **Utilities:** Hall County service area. No infrastructure in the area.

Outlook

Fire Comments

From John Hornick (Fire Services) <jhornick@hallcounty.org>
Date Mon 3/31/2025 4:28 PM
To Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>
Cc Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

Monday, May 5, 2025 Hall County Planning Commission Meeting

1. **(A) 5323 Thompson Bridge Road | Rezone** | from Agricultural Residential (AR-1) to Highway Business (H-B, GCOD) | on a 0.61± acre tract located on the southwest side of Thompson Bridge Road approximately 407 feet from its intersection with Marlow Road | Zoned AR-1; Tax Parcel 11082 000028A | **Proposed Use: Vehicle repair, major** | ** Commission District 2 | **John Cane, applicant**

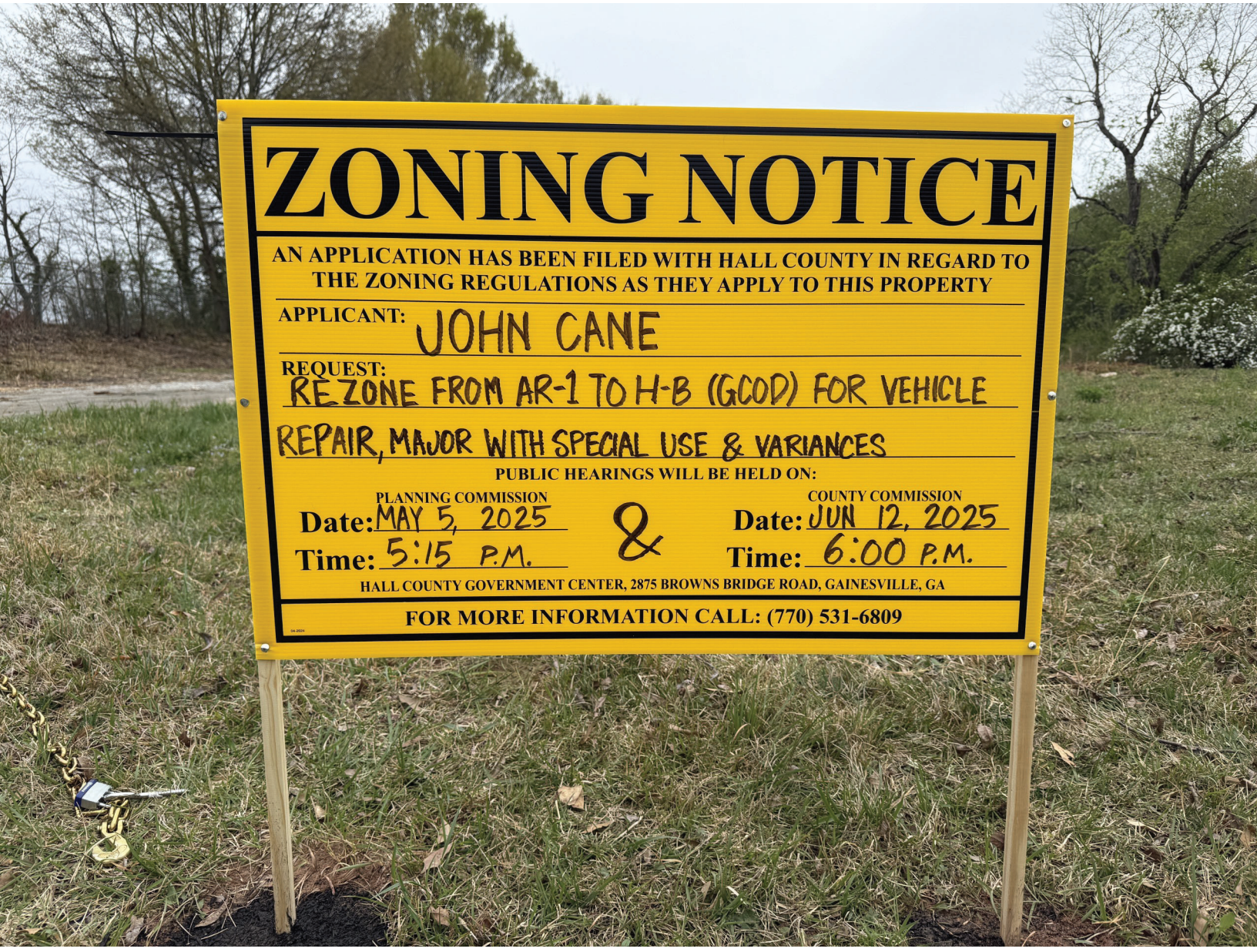
   (B) 5323 Thompson Bridge Road | Special Use | Vehicle repair, major in GCOD |on a 0.61± acre tract located on the southwest side of Thompson Bridge Road approximately 407 feet from its intersection with Marlow Road | Zoned AR-1; Tax Parcel 11082 000028A | **Proposed Use: Vehicle repair, major** | ** Commission District 2 | **John Cane, applicant**

   (C) 5323 Thompson Bridge Road | Variance to section 6.2 | Gateway Corridor Overlay District (GCOD) | on a 0.61± acre tract located on the southwest side of Thompson Bridge Road approximately 407 feet from its intersection with Marlow Road | Zoned AR-1; Tax Parcel 11082 000028A | **Proposed Use: Vehicle repair, major** | * Commission District 2 | **John Cane, applicant**

   The Hall County Fire Marshal's Office has no comments for items A, B, C 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


ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY
APPLICANT: JOHN CANE
REQUEST: REZONE FROM AR-1 TO H-B (GCOD) FOR VEHICLE REPAIR, MAJOR WITH SPECIAL USE & VARIANCES
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: MAY 5, 2025
Time: 5:15 P.M.
&
COUNTY COMMISSION
Date: JUN 12, 2025
Time: 6:00 P.M.
HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA
FOR MORE INFORMATION CALL: (770) 531-6809

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503
t: 770-531-6809 I f: 770-531-3902

HALL COUNTY
GEORGIA
We have it all in Hall

PUBLIC NOTICE REQUIREMENTS

Zoning regulations require that public notice must be given prior to all zoning hearings as follows:

1. The Planning Department shall publish a legal advertisement no less than fifteen (15) days and no more than forty-five (45) days prior to the public hearing.

2. The Planning Department shall send notification by letter of all other property owners within a 500-foot radius of the applicant's property is standard administrative policy of the Planning Department.

3. The applicant/property owner shall place the public notice sign in a conspicuous location on the property not less than fifteen (15) days and not more than forty-five (45) days prior to the public hearing.

The Planning Department shall post the legal advertisement and notify property owners within a 500ft radius to the subject property.

The applicant is required to post the public notice sign not less than fifteen (15) days and not more than forty-five (45) days prior to the public hearing. A photo of the sign placed at the location is required and must be sent to the Planning Department.

Multiple sign postings on a site may be required as determined by the Planning Department. The sign must be in a location where it is clearly visible from the roadway. The sign cannot be obstructed in any manner, placed too far from the road, or placed in such manner as would cause it to blend into the landscape.

Should you find the sign missing or vandalized in any manner, contact the Planning Department for a replacement sign. When the proceeding is complete and final Board action has occurred, the sign shall then be removed from the property by the applicant.

THE ZONING SIGN MUST BE POSTED NO EARLIER THAN MAR 28, 2025 AND NO LATER THAN APR 6, 2025.

THE ORGINAL SIGNED AFFIDAVIT MUST BE AND RETURNED TO THE PLANNING DEPARTMENT NO LATER THAN APR 6, 2025 ALONG WITH A MINIMUM OF ONE PHOTO SHOWING THE SIGN POSTED AT THE SUBJECT PROPERTY.

Failure to comply will result in a delay of the application.

AFFIDAVIT

By my signature, I, John Cane, **, hereby acknowledge that I have**
Please Print Name

read and understand the sign posting requirements. I further certify that the required public notice sign was posted on 4/2/2025 **for** John Cane.
Date (Name application filed as)

Signature John Cane
(The original document is required)

AGENDA ITEM

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

REPORT TO: **Work Session (06/09/25)**

REPORT TO: **Voting Meeting (06/12/25)**

ITEM NO: 382/2025

SUBJECT: **5323 Thompson Bridge Road | Appeal a Planning Commission Decision for a Variance to Section 6.2 |** Gateway Corridor Overlay District (GCOD) | on a 0.61± acre tract located on the southwest side of Thompson Bridge Road approximately 407 feet from its intersection with Marlow Road | Zoned AR-1; Tax Parcel 11082 000028A | **Proposed Use: Vehicle repair, major** | Commission District 2 | **John Cane, applicant**

Meetings:

Work Session Date: 06/09/25 **Voting Meeting Date:** 06/12/25

Executive Summary:

Presenter: BG
Recommendation:

Uphold Planning Commission decision of approval, with conditions:

1. The property shall be developed in accordance with the site plan dated February 13, 2025, and as described in the project narrative dated February 13, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. A 25 foot wide undisturbed buffer adjacent to all residentially-zoned property shall be maintained. The existing landscaping shall be supplemented with additional planted evergreens with an installation height of no less than 6 feet to provide sufficient screening of the development. Final review and approval of the landscape plan is subject to the Director of Planning and Zoning, or their designee.
3. The total number of vehicles parked outside awaiting repair shall be limited to a total of 3.
4. Access to the development shall be approved by Georgia Department of Transportation (GDOT) and all traffic engineering standards shall be met. The developer shall be responsible for all associated costs of improvements necessary for the development.
5. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Official Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to Environmental Health, the Fire Marshal, and Hall County Engineering.
6. All conditions of zoning shall be made part of any plats created for the property.
7. The front façade, as well as the first 15 feet of each side façade extending back from the front, shall comply with GCOD standards. Colors and material to be subject to final review and approval of the Director of Planning and Zoning, or their designee.
8. Business hours shall be limited to Monday – Friday 8 a.m. to 6 p.m.
9. 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."
10. No fuel sales shall be permitted.

Purpose of Request:

5323 Thompson Bridge Road | Appeal a Planning Commission Decision for a Variance to Section 6.2 | Gateway Corridor Overlay District (GCOD) | on a 0.61± acre tract located on the southwest side of Thompson Bridge Road approximately 407 feet from its intersection with Marlow Road | Zoned AR-1; Tax Parcel 11082 000028A | **Proposed Use: Vehicle repair, major** | Commission District 2 | **John Cane, 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
KE	BG	WLI	CR
Clerk			
JR			

Attachments:

Board Memo
Recommendation Report
Appeal Application
Appeal Supporting Documents
Planning Commission Action Letter
Application
Narrative
Site Plan
Plat
Maps
Deed
Legal Description
Environmental Health Comments
GDOT Comments
Public Works Comments
Fire Comments
Notice Sign

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

PLANNING AND ZONING
DIRECTOR
Beth Garmon

Hall County Government
PLANNING AND ZONING

To: David Gibbs, Chairman
Kathy Cooper, District 1 Commissioner
Billy Powell, District 2 Commissioner
Gregg Poole, District 3 Commissioner
Jeff Stowe, District 4 Commissioner

From: Beth Garmon, Director of Planning & Zoning

Date: June 5, 2025

Subject: **5323 Thompson Bridge Road | Appeal of Planning Commission approval for a variance to section 6.2** | Gateway Corridor Overlay District (GCOD) | on a 0.61± acre tract| Zoned AR-1; Tax Parcel 11082 000028A | **Proposed Use: Vehicle repair, major** | **John Cane, applicant**

The request before you is the appeal by John Cane regarding a May 5, 2025 Planning Commission approval of a variance to section 6.2 for architectural standards within the Gateway Corridor Overlay District. The appellant is requesting to modify condition #7. This item is located within Commission District 2.

At their May 5, 2025 meeting, the Hall County Planning Commission voted to recommend **approval, with ten (10) conditions (5-0).**

Staff recommendation: **Denial,** as no hardship exists pursuant to the criteria of 11.1.1.D.11.

There were **no comments submitted** in advance of the Planning Commission meeting and **no one spoke during the public hearing.**

Had the Planning Commission's decision **not been appealed**, their decision would have been the **final action**.

Planning Commission Conditions:

1. The property shall be developed in accordance with the site plan dated February 13, 2025, and as described in the project narrative dated February 13, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. A 25 foot wide undisturbed buffer adjacent to all residentially-zoned property shall be maintained. The existing landscaping shall be supplemented with additional planted evergreens with an installation height of no less than 6 feet to provide sufficient screening of the development. Final review and

approval of the landscape plan is subject to the Director of Planning and Zoning, or their designee.

3. The total number of vehicles parked outside awaiting repair shall be limited to a total of 3.
4. Access to the development shall be approved by Georgia Department of Transportation (GDOT) and all traffic engineering standards shall be met. The developer shall be responsible for all associated costs of improvements necessary for the development.
5. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Official Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to Environmental Health, the Fire Marshal, and Hall County Engineering.
6. All conditions of zoning shall be made part of any plats created for the property.
7. The front façade, as well as the first 15 feet of each side façade extending back from the front, shall comply with GCOD standards. Colors and material to be subject to final review and approval of the Director of Planning and Zoning, or their designee.
8. Business hours shall be limited to Monday – Friday 8 a.m. to 6 p.m.
9. 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."
10. No fuel sales shall be permitted.

HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT

Applicant ..... John Cane

Request ..... (C) **Variance** | to Section 6.2

Proposed Use ..... Vehicle repair, major

Size ..... 0.61± acres

Zoning ..... Current: Agricultural Residential 1 (AR-1) | Proposed: Highway Business (H-B)

Location ..... **5323 Thompson Bridge Road |** Tax Parcel 11082 000028A

Commission District ..... Two

Planning Commission Date ..... May 5, 2025

Staff Recommendation ..... **(C) Denial,** as no hardship exists pursuant to the criteria of 11.1.1.D.11

Record Number(s) HVAR25-0014

Planning Commission Recommendation ..... **Approval, with conditions**

Vote: 5-0

Planning Commission Conditions:

1. The property shall be developed in accordance with the site plan dated February 13, 2025, and as described in the project narrative dated February 13, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. A 25 foot wide undisturbed buffer adjacent to all residentially-zoned property shall be maintained. The existing landscaping shall be supplemented with additional planted evergreens with an installation height of no less than 6 feet to provide sufficient screening of the development. Final review and approval of the landscape plan is subject to the Director of Planning and Zoning, or their designee.

3. The total number of vehicles parked outside awaiting repair shall be limited to a total of 3.
4. Access to the development shall be approved by Georgia Department of Transportation (GDOT) and all traffic engineering standards shall be met. The developer shall be responsible for all associated costs of improvements necessary for the development.
5. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Official Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to Environmental Health, the Fire Marshal, and Hall County Engineering.
6. All conditions of zoning shall be made part of any plats created for the property.
7. The front façade, as well as the first 15 feet of each side façade extending back from the front, shall comply with GCOD standards. Colors and material to be subject to final review and approval of the Director of Planning and Zoning, or their designee.
8. Business hours shall be limited to Monday – Friday 8 a.m. to 6 p.m.
9. 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."
10. No fuel sales shall be permitted.

Excerpts from the minutes of the May 5, 2025 meeting

Applicant's Presentation:

Katie Greenway, Planning and Zoning Administrator, presented a summary of the request.

John Cane, 3910 Overlake Drive, Cumming, presented the request. The applicant has submitted three concurrent requests as part of the proposed development: (A) to rezone a 0.61± acre tract from Agricultural Residential 1 (AR-1) to Highway Business (H-B); (B) a special use for vehicle repair, major in the Gateway Corridor Overlay District (GCOD); and (C) a variance to the architecture design standards of the Gateway Corridor Overlay District (GCOD). The subject parcel is currently undeveloped. A previously existing home was demolished in 2017 (MIS2017-00152).

Public Forum:

There were no comments in support or opposition.

Planning Commission Comments:

Mr. Sosebee asked if the applicant would only work on his own personal cars. The applicant stated others have asked him to work on their cars as well, and this shop would serve that purpose.

A
***Motion:* A motion to approve, with conditions was made by Frank Sosebee and seconded by Shannon Davidson. Vote: 5-0**

B
***Motion:* A motion to approve, with conditions was made by Frank Sosebee and seconded by Shannon Davidson. Vote: 5-0**

C
***Motion:* A motion to approve, with conditions was made by Frank Sosebee and seconded by Shannon Davidson. Vote: 5-0**

(A) (B) & (C) Conditions:

1. The property shall be developed in accordance with the site plan dated February 13, 2025, and as described in the project narrative dated February 13, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. A 25 foot wide undisturbed buffer adjacent to all residentially-zoned property shall be maintained. The existing landscaping shall be supplemented with additional planted evergreens with an installation height of no less than 6 feet to provide sufficient screening of the development. Final review and approval of the landscape plan is subject to the Director of Planning and Zoning, or their designee.
3. The total number of vehicles parked outside awaiting repair shall be limited to a total of 3.
4. Access to the development shall be approved by Georgia Department of Transportation (GDOT) and all traffic engineering standards shall be met. The developer shall be responsible for all associated costs of improvements necessary for the development.
5. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Official Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to Environmental Health, the Fire Marshal, and Hall County Engineering.
6. All conditions of zoning shall be made part of any plats created for the property.
7. The front façade, as well as the first 15 feet of each side façade extending back from the front, shall comply with GCOD standards. Colors and material to be subject to final review and approval of the Director of Planning and Zoning, or their designee.
8. Business hours shall be limited to Monday – Friday 8 a.m. to 6 p.m.
9. 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."

10. No fuel sales shall be permitted.

(A) & (B) Staff recommends <u>APPROVAL</u> of the applicant's requests with the following conditions:

1. The property shall be developed in accordance with the site plan dated February 13, 2025, and as described in the project narrative dated February 13, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

2. A 25 foot wide undisturbed buffer adjacent to all residentially-zoned property shall be maintained. The existing landscaping shall be supplemented with additional planted evergreens with an installation height of no less than 6 feet to provide sufficient screening of the development. Final review and approval of the landscape plan is subject to the Director of Planning and Zoning, or their designee.

3. The total number of vehicles parked outside awaiting repair shall be limited to a total of 3.

4. Access to the development shall be approved by Georgia Department of Transportation (GDOT) and all traffic engineering standards shall be met. The developer shall be responsible for all associated costs of improvements necessary for the development.

5. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Official Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to Environmental Health, the Fire Marshal, and Hall County Engineering.

6. All conditions of zoning shall be made part of any plats created for the property.

The following should be considered as exceptions 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:

- **<u>Section 6.2.6.B.3 – Building Materials</u>**
  Building materials used for all four sides of new or reconstructed buildings are restricted to the following:
  a. Brick.
  b. Natural stone such as granite, limestone, marble or similar materials. Terra cotta or cast stone simulating natural stone is also acceptable. Painted stone is prohibited.

c. Split-face block/concrete masonry unit (CMU) is restricted to no more than 50 percent of the surface area of each side of a principal nonresidential building.
d. Split-face block/concrete masonry unit (CMU) is considered prohibited materials for any multi-family residential building.
e. Stucco is restricted to no more than 50 percent of the surface area of each side of a building.
f. Glass and glass block.
g. Architectural metal panels are restricted to no more than 50 percent of the surface area of each side of a building.
h. Precast or prestressed concrete may be used for industrial buildings.
i. Exposed concrete block or painted concrete block are considered prohibited materials for any exterior wall.
    - The applicant proposes to construct a metal building, and has not proposed any other materials as part of the design.

Summary Analysis

The applicant has submitted three concurrent requests as part of the proposed development: (A) to rezone a 0.61± acre tract from Agricultural Residential 1 (AR-1) to Highway Business (H-B, GCOD); (B) a Special Use for vehicle repair, major in the Gateway Corridor Overlay District (GCOD); and (C) a variance to the architecture design standards of the Gateway Corridor Overlay District (GCOD).

The subject parcel is currently undeveloped. A previously existing home was demolished in 2017 (MIS2017-00152).

The surrounding properties are zoned and developed as outlined below:

North:	Agricultural Residential 1 (AR-1): Developed with single-family homes Highway Business (H-B): Developed with a supermarket and a United States Post Office.
South:	Planned Industrial Development (PID): Approved for a poultry processing plant & associated facilities (ZON2018-00047)
East:	Planned Commercial Development (PCD): Developed with a gas station (North East) and Agricultural Residential 1 (AR-1): Developed with a single-family home.
West:	Agricultural Residential 1 (AR-1): Developed with a single-family home.

Per the submitted narrative and site plan, the applicant is requesting to rezone to Highway Business (H-B, GCOD) for vehicle repair, major. The proposed development includes a 2,800 square foot metal building with 11 parking spaces proposed. Per the submitted narrative, the applicant is proposing to design the metal building as a “Days Gone By” filling station to include old gas pumps and memorabilia in keeping with a country charm appearance. Furthermore, the applicant intends to store most of the vehicles within the shop; however, up to three vehicles may be kept outside awaiting repair. Currently, there is an existing water meter on the property as well as an individual septic system.

The development standards for the project are identified in the table below and compared to the GCOD requirements (6.2):

GCOD Analysis

Standard	Proposed Work	Notes	Compliance
6.2.5.A.– Transitional buffers	A 25 foot buffer is proposed along the property line abutting the AR-1 zoning districts.	A 25 foot transitional buffer is required adjacent to residential property.	Complies
6.2.5.B.1 & 2– Additional Landscape and Screening	40 feet of grass is proposed along the street frontage.	1. Shrubs must be planted within ten feet of the foundation of the primary structure along each building facade at the rate of at least 20 shrubs per 100 lineal feet of building facade except for sides or rear of building used for loading or service areas. Foundation plantings may be clustered to provide visual interest. 2. Along each street frontage there must be a landscape strip at least 10 feet in width except for perpendicular crossings for driveways and utilities.	Deficient
6.2.5.C.1 – Parking Lot Design -Required # of Parking Spaces	11 parking spaces proposed	Off-street parking space calculations are governed by Sec. 8.1 of the UDC. 9 parking spaces required. 11 parking spaces are allowed (per 125 percent maximum)	Complies

6.2.5.C.2.e – Parking Lot Design - Location	All parking spaces are proposed in the rear of the building.	Off-street parking must be located to the side or rear of the principal building and may not be located between the building and the street.	Complies
6.2.5.D – Outdoor lighting	LED lighting off of the building pointing downward. No lighting will be pointed towards residential properties.	All outdoor lighting must be the semi-cutoff type.	Complies
6.2.6 - Architectural Standards	Metal building is proposed.	Architectural metal panels are restricted to no more than 50 percent of the surface area of each side of a building. Building materials do not comply with GCOD standards	Deficient
6.2.7 – Signs	One wall sign is proposed, no renderings submitted.	One wall sign is permitted along each facade adjacent to a public right of way.	Unknown

Based on the future land use plan, staff finds the requested zoning designation *is consistent* with the Hall County Comprehensive Plan future land use designation of "Business Nodes and Corridors" The intent of this future land use designation is for new development along these major road corridors and intersections to consist of higher-intensity commercial uses, low-intensity, consumer-facing industrial uses that house businesses that serve nearby communities, and with some higher density residential, where appropriate.

(A) & (B) Zoning Analysis - Rezone and Special Use

When considering a zoning amendment to the zoning maps, the Planning Commission must study the need and justification for the change based on a determination of the facts applicable to the particular case, and the following general lines of inquiry must be considered:

a. Whether the zoning proposal will permit a use that is suitable in view of the use, development and zoning of adjacent and nearby property; **The proposed Highway Business (H-B) zoning district is consistent with the use, development, and zoning of adjacent and nearby properties.**

b. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **The proposed rezoning and special use should not adversely affect the existing use or usability of adjacent properties.**

c. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned; **The property has reasonable economic use as currently zoned.**

d. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, schools, police protection, fire protection, public health facilities or emergency medical service; **The proposed rezoning and special use are not expected to cause an excessive or burdensome use of existing streets, transportation facilities, utilities, schools, police protection, fire protection public facilities, or emergency medical service. The property is served by Hall County septic and City of Gainesville public water.**

e. Whether the zoning proposal is in conformity with the policy and intent of the future land use plan for the physical development of the area; **The proposed use is consistent with the future land use designation of "Business Nodes and Corridors" which consists of higher-intensity commercial uses, low-intensity, consumer-facing industrial uses that house businesses that serve nearby communities, and with some higher density residential, where appropriate.**

f. The extent to which property values are diminished by the existing zoning restrictions; **Staff is unable to determine the extent to which property values are diminished by the existing zoning restrictions.**

g. 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. Often it is difficult to determine the effect of a development on adjacent properties until the development is completed.**

h. 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.**

i. 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 property is currently undeveloped.**

j. 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 affecting the use or development of the property.**

k. Whether the change would create an isolated district unrelated to the surrounding districts; **As the surrounding properties are zoned both PID and H-B, this would not create an isolated district**.

l. 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.**

m. Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **No, the request is not out of scale with the needs of the county as a whole.**

n. Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **There are other properties within the County that support permitted uses within the Highway Business zoning district and Future Land Use designations; however, the development as proposed requires rezoning and special use approval by the Board of Commissioners.**

o. Whether the need for rezoning could be handled instead by a variance request to the Planning Commission; **The request for rezoning and a special use could not be handled alternatively as a variance.**

p. 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 land development permitting process, and as a result are subject to local, state, and federal regulations. As a result, there are no anticipated ecological or pollution impacts resulting from any modification to the land if the request is granted.**

q. 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.**

(C) <u>Zoning Analysis</u> - Variance to Section 6.2

The Planning Commission may grant variances in individual cases of unnecessary hardship upon a finding of the board that:

1. There are extraordinary and exceptional conditions pertaining to the particular lot in question because of its size, shape, or topography (the hardship must relate to the physical character of the lot and not to a personal or economic hardship); **No, there are no extraordinary or exceptional conditions pertaining to the physical character of the lot to prevent the project design from meeting development standards.**

2. The application of the requirements of this UDC to this particular piece of property would create an unusual hardship; **No evidence has been provided that an unusual hardship exists to prevent the development from complying with architectural requirements.**

3. Such conditions are peculiar to the property involved and are not common to other properties in the neighborhood; **There are no conditions peculiar to the property involved that are not common to other properties in the neighborhood.**

4. Such conditions are not the result of any actions of the property owner; **As there are no current structures on the property, the project can be designed for the building to meet architectural standards.**

5. Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of this UDC; provided, however, that no variance may be granted for a use of land or building or structure that is prohibited by this UDC or for a Conditional Use Permit which has been denied by the Planning Commission. **Relief, if granted, will not impair the purposes and intent of the Unified Development Code of Hall County.**

11.2.6.E - Submission requirements

1. Any person or persons requesting a change in the official zoning map or use subject to approval of the County Commission must file an application with a plat or map of the property attached thereto, together with payment of such fees set forth in this Sec 11.2. to cover administrative and advertising costs, in the Planning and Zoning Department office. Such person or persons or their authorized agent must appear in person at the public hearing held to consider the district change. **The 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.**

2. All applications for a change of zoning classification or use subject to approval of the County Commission must include:

    a. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in this Sec. 11.2. **The proposal provides a narrative outlining the intent of the development; however, the applicant has not prepared a response to each of the criteria listed in 11.2.6.E.2.**

    b. 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 may evaluate the application based on the most intense possible land use permitted in the proposed district**. The proposal meets the requirement.**

c. For any application for a slow rate land treatment system as defined in 7.6.9.D.1, additional requirements apply. **This standard is not applicable to the applicant's request**

d. For any application proposing the development of 100 or more residential dwelling units, a traffic impact study must be submitted prior to consideration of the application by the County Commission. At the applicant's expense, the traffic impact study must be prepared by a professional engineer in accordance with requirements established by the Hall County Engineering Department. The Engineering Department must review the traffic impact study and forward any comments to the County Commission. **This standard is not applicable to the applicant's request.**

Development Support and Constraints

Hall County Environmental Health
In an email dated April 3, 2025, Emily McGahee stated, "Must meet all Environmental Health commercial septic systems permitted requirements. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation/modification may be required after review of business plan."

Georgia Department of Transportation
In an email dated April 2, 2025, Henry Stevens, E.I.T., GDOT Civil Engineer 2, stated that GDOT coordination is required.

Hall County Public Works and Utilities
In a memo dated April 3, 2025, Bill Nash, Director of Public Works and Utilities, provided the following comments:

Engineering:
This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.

Traffic:
GDOT approval or access permit required

Utilities
Hall County sanitary sewer area. Nearest infrastructure is 350' south across parcel 11082 000028. Fieldale Farms – easement required

Hall County Fire Marshal
In an email dated March 31, 2025, John Hornick, NPQ Fire Service Plans Examiner 1, stated, "The Hall County Fire Marshal's has no comments for items A, B, C as proposed."

Application for Appeal

Per §11.2.7 the public shall have the right to appeal a decision made by the Director of Planning and Zoning or the Planning Commission before the Board of Commissioners.

In order to file an appeal, the appellant must submit a written notice of appeal within thirty working days of written decision to the Planning & Zoning Department. The appellant must submit justification and reasons for the appeal along with a $200 appeal fee (cash or check).

Please fill out the following information:

Name	John Cane
Address	3910 Overlake Drive Cumming, GA 30041
Phone Number	(408) 201-4404
Email	[redacted]

Name of original application, case number, and date of meeting for which appeal is requested.

John Cane-5323 Thompson Bridge HVAR25-0014 Date June 12th, 2025

Type of application for which appeal is requested:

_X_ Variance __ Sign Variance __ Conditional Use

__ Special Use __ Rezoning __ Decision of an administrative official

Justification and reason(s) for filing this appeal (attach additional sheets if necessary):

The Zoning Commission recommended approval of my building covering the entire front and 15' back on sides with Brick/Stone. My intent is to make the building resemble a classic gas station inclusive of vintage gas pumps. I am respectfully requesting approval to only add a brick/stone waterline to the front of the building. I feel the contrast will be aesthetically appealing and the building will be a positive influence in the area and reflect the classic look desired. Due to the narrow width of the lot and the privacy fence to be installed, the sides of the building will not be visible from the street. This is the only variance I am requesting. Thank you

Signature: John Cane Date:6/5/2025

Outlook

5323 Thompson Bridge

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Fri 5/16/2025 11:10 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Cane, John (YU NAM) <john.cane@yunextraffic.com>
Sent: Monday, May 12, 2025 9:48 AM
To: Katie L. Greenway (CDI: Planning) <klgreenway@hallcounty.org>
Cc: Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>
Subject: RE: 5323 Thompson Bridge

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.

Katie and Beth,

I hope you had a great weekend. I know the reasoning for the requirements for the Gateway Corridor are to ensure that the corridor looks esthetically pleasing. I feel the building I am proposing meets that standard and will be a standout in the area. I have attached a rendering of the building with a waterline in the front of the building. I think the contrast looks great while still looking like a vintage gas station/ country building. I wanted to get your thoughts if a waterline in the front would be acceptable.

Thank you

John

GAS
GAS

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

PLANNING AND ZONING
DIRECTOR
Beth Garmon

Hall County Government

COMMUNITY DEVELOPMENT & INFRASTRUCTURE
PLANNING AND ZONING

May 9, 2025

John Cane
3910 Overlake Drive
Cumming, GA 30041

Dear Applicant:

On May 5, 2025 the Hall County Planning Commission voted to approve, with conditions, the application for:

(C) 5323 Thompson Bridge Road | Variance to section 6.2 | Gateway Corridor Overlay District (GCOD) | on a 0.61± acre tract located on the southwest side of Thompson Bridge Road approximately 407 feet from its intersection with Marlow Road | Zoned AR-1; Tax Parcel 11082 000028A | **Proposed Use: Vehicle repair, major |** Commission District 2 | **John Cane, applicant**

Conditions:

1. The property shall be developed in accordance with the site plan dated February 13, 2025, and as described in the project narrative dated February 13, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

2. A 25 foot wide undisturbed buffer adjacent to all residentially-zoned property shall be maintained. The existing landscaping shall be supplemented with additional planted evergreens with an installation height of no less than 6 feet to provide sufficient screening of the development. Final review and approval of the landscape plan is subject to the Director of Planning and Zoning, or their designee.

3. The total number of vehicles parked outside awaiting repair shall be limited to a total of 3.

4. Access to the development shall be approved by Georgia Department of Transportation (GDOT) and all traffic engineering standards shall be met. The developer shall be responsible for all associated costs of improvements necessary for the development.

5. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Official Code of Hall County, as well as any other agencies or reviewing departments, including, but

not limited to Environmental Health, the Fire Marshal, and Hall County Engineering.

6. All conditions of zoning shall be made part of any plats created for the property.

7. The front façade, as well as the first 15 feet of each side façade extending back from the front, shall comply with GCOD standards. Colors and material to be subject to final review and approval of the Director of Planning and Zoning, or their designee.

8. Business hours shall be limited to Monday – Friday 8 a.m. to 6 p.m.

9. 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."

10. No fuel sales shall be permitted.

The Planning Commission's decision on this item will be the final action taken **unless appealed.** The Planning Commission's decision regarding the above request **may be appealed** to the Hall County Board of Commissioners by filing an application and **appropriate appeal fee** with the Hall County Planning Department within thirty (30) days of the date of the Planning Commission’s decision notification.

***If appealed*,** the above-referenced request will be heard by the Hall County Board of Commissioners at a public hearing on **Thursday, June 12, 2025 at 6:00 p.m.** at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

Please remember that removal of all Public Notice signs posted on the property is your responsibility and should be removed within five (5) working days following the Planning Commission’s decision.

If you have any questions, please call this office.

Sincerely,

Beth Garmon
Director of Planning and Zoning

/ke

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503
t: 770-531-6809 I f: 770-531-3902

HALL COUNTY
GEORGIA
We have it all in Hall

SPECIAL / CONDITIONAL USE APPLICATION

Applicant (Name & Mailing Address)

John Cane
3910 Overlake Dr
Cumming, GA 30041
Phone (408) 201-4404
Email Address [redacted]

Property Owner (Name & Mailing Address)

John Cane
3910 Overlake Dr
Cumming, GA 30041
Phone (408) 201-4404
Email Address [redacted]

Proposed Use Auto Restoration

Contact Person (Name & Mailing Address)

John Cane
3910 Overlake Dr
Cumming, GA 30041
Phone (408) 201-4404
Email Address [redacted]

Status of Applicant

- (Owner)
- Option to Purchase
- Area Resident
- Other

Requested Action

Type of Request: ☐ SU ☐ CUP

Fee:$_____

Receipt #: _____

Check #: _____

Zoning: H-B

Acreage .61

Tax Parcel Number 11082 000028A

Location Address 5323 Thompson Bridge Rd Murrayville, GA 30564

I hereby certify that the above information and all attached information are true and correct.

Sign John Cane Date: 2/27/25

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 I
f: 770-531-3902

HALL COUNTY
GEORGIA
We have it all in Hall

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: John Cone **Date:** 2/20/25

Applicant's/Owner's Name (Printed): John Cone

RECEIVED
FEB 13, 2025
Planning & Zoning Department

Rezoning Narrative:

Current: District 1 Zoned AR-1

Proposed: Commercial - Highway Business

Area: The lot is directly adjacent to the Fieldale Farm plant.

Description of use: Car restoration and performance.

Install a 2800 square foot metal building to perform the mechanical restoration and upgrade of classic and performance vehicles. Murrayville GA is a classical southern city and to keep with that theme, the front of the building would be decorated to look like a “Days gone by” filling station including old gas pumps and memorabilia keeping the country charm and being visually appealing to passersby. Most vehicles will be stored inside but no more than 3 vehicles will be outside awaiting repair. All vehicle parking is behind the building.

Standards: Lot size is .61 acres with a commercial business on one side and residential properties to the right and behind. A minimum of a 25’ buffer is designed against the residential properties with a solid wood fence protecting the properties. The front of the building will be set back a minimum of 35’ from the roadway.

Hours: Mon-Fri 8-6

Parking: 10 parking spaces and 1 ADA space.

Lighting: LED lighting off the building pointed downward. No lighting directly facing the residential properties.

Signage: A single sign attached to the building as approved by Hall County

Water and Wastewater: The existing septic system is being evaluated for reuse or a new system installed to service one bathroom with toilet and sink and one sink in the shop area.

Buffers: There is an existing fence between the property and Fieldale Farms. A 6’ solid wood fence would be installed between the residential properties.

THIS BLOCK RESERVED FOR
THE CLERK OF SUPERIOR COURT

LEGEND:

AI	ANGLE IRON
ASP	ASPHALT
BL	BUILDING LINE
BWF	BARB WIRE FENCE
C&G	CURB & GUTTER
CLF	CHAIN LINK FENCE
CMF	CONCRETE MONUMENT FOUND
CMP	CORRUGATED METAL PIPE
CONC	CONCRETE
CTP	CRIMPED TOP PIPE
DI	DROP INLET
EP	EDGE OF PAVEMENT
FH	FIRE HYDRANT
GW	GUY WIRE
HWF	HOG WIRE FENCE
IPF	IRON PIN FOUND
IPS	IRON PIN SET (1/2"REBAR)
LL	LAND LOT
LLL	LAND LOT LINE
MH	MANHOLE
MR	METAL ROD
N/F	NOW OR FORMERLY
OTP	OPEN TOP PIPE
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PL	PROPERTY LINE
PP	POWER POLE
RB	REBAR
RCP	REINFORCED CONCRETE PIPE
R/W	RIGHT OF WAY
SP	SERVICE POLE
TP	TELEPHONE POLE
WM	WATER METER
WV	WATER VALVE

A LEICA TS06 PLUS TOTAL STATION WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT.

THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 36,324 FEET AND AN ANGULAR ERROR OF 05" PER ANGLE POINT, AND WAS ADJUSTED USING THE COMPASS RULE METHOD.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 95,924 FEET.

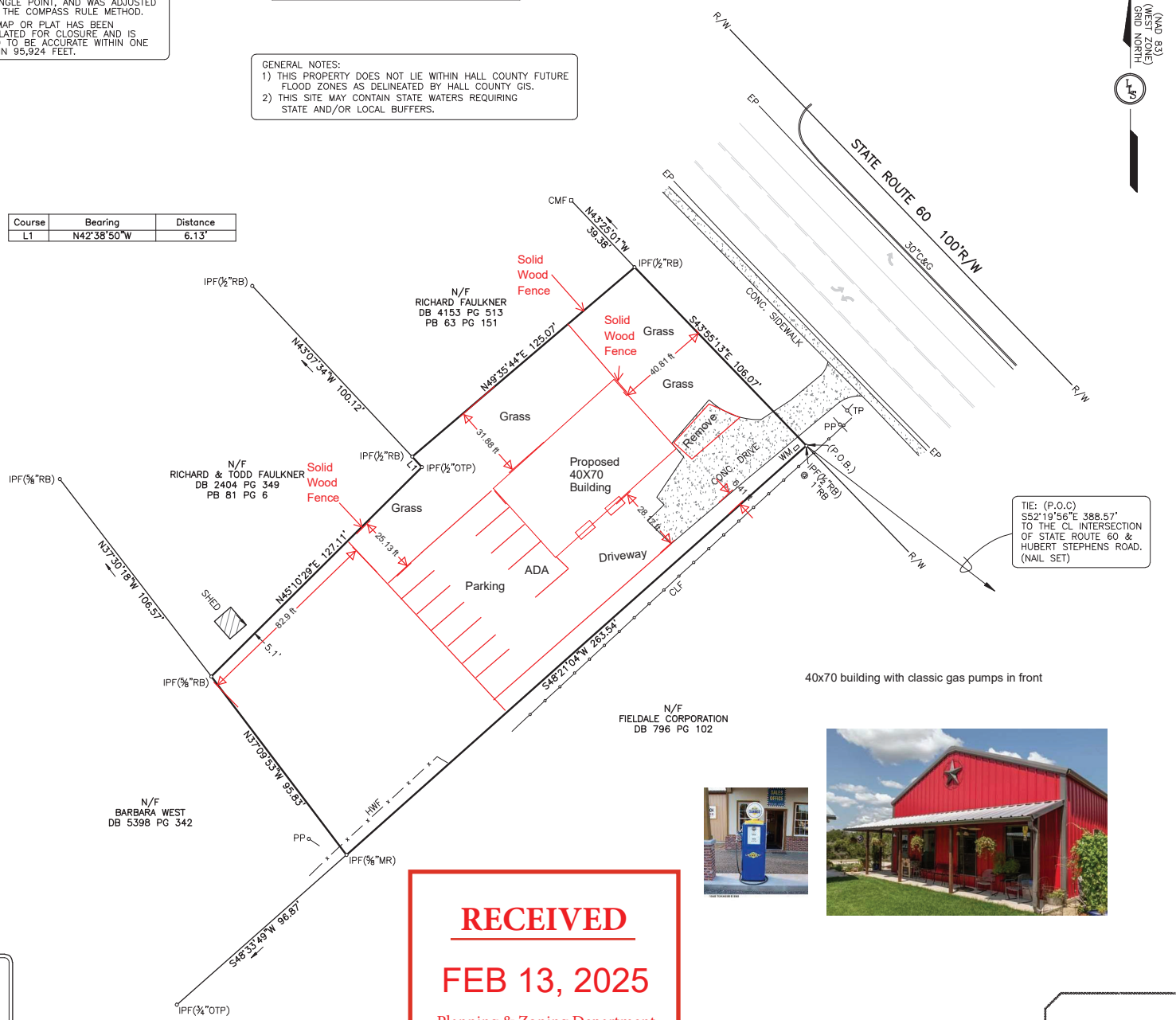
FLOOD NOTE:
THIS PROPERTY IS NOT IN A FLOOD HAZARD AREA AS PER FEMA FLOOD INSURANCE RATE MAP OF HALL COUNTY, GEORGIA

COMMUNITY PANEL NUMBER: 130466 0067 F
EFFECTIVE DATE: MARCH 21, 2000
REVISION DATE: SEPTEMBER 29, 2006

GENERAL NOTES:
1) THIS PROPERTY DOES NOT LIE WITHIN HALL COUNTY FUTURE FLOOD ZONES AS DELINEATED BY HALL COUNTY GIS.
2) THIS SITE MAY CONTAIN STATE WATERS REQUIRING STATE AND/OR LOCAL BUFFERS.

NOTE:
STATE PLANE COORDINATE BASED UPON GPS OBSERVATIONS USING A CARLSON SURVEYOR + DUAL FREQUENCY RECEIVER RUNNING CARLSON SURVCE SOFTWARE. RTK NETWORK UTILIZING THE TRIMBLE VRS NOW NETWORK.

Course	Bearing	Distance
L1	N42°38'50"W	6.13'



TIE: (P.O.C)
S52°19'56"E 388.57'
TO THE CL INTERSECTION OF STATE ROUTE 60 & HUBERT STEPHENS ROAD. (NAIL SET)

DEED REFERENCE:(CURRENT OWNER)
DEED FOR BRADLEY DEAN FAULKNER
DATED APRIL 17, 2015
DEED BOOK 7509 PAGES 569-570.

PLAT REFERENCE:
SURVEY FOR FIELDALE FARMS CORP.
PREPARED BY HOLCOMB SURVEYING
DATED OCTOBER 12, 2011
REVISED NOVEMBER 2, 2011.

TOTAL AREA = 0.61 ACRE

40x70 building with classic gas pumps in front

Proposed Rezoning Light Industrial
5323 Thompson Bridge Road
Murrayville, GA 30564
LOCATED IN
LAND LOT 82 11th DISTRICT
HALL COUNTY, GEORGIA
SCALE: 1"= 30'
GRAPHIC SCALE
0 30 60 90 120
SCALE IN FEET

RECEIVED
FEB 13, 2025
Planning & Zoning Department

05.05.2025 Item 8

05.05.2025 - Item 8

eFiled & eRecorded
DATE: 10/4/2017
TIME: 10:21 AM
PLAT BOOK: 00874
PAGE: 00499
RECORDING FEE: 8.00
PARTICIPANT ID: 8062908767
CLERK: Charles Baker
Hall County, GA
NOTE: ch

THIS BLOCK RESERVED FOR THE CLERK OF SUPERIOR COURT

A LEICA TS06 PLUS TOTAL STATION WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT.

THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 36,324 FEET AND AN ANGULAR ERROR OF 05" PER ANGLE POINT, AND WAS ADJUSTED USING THE COMPASS RULE METHOD.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 95,924 FEET.

FLOOD NOTE:
THIS PROPERTY IS NOT IN A FLOOD HAZARD AREA AS PER FEMA FLOOD INSURANCE RATE MAP OF HALL COUNTY, GEORGIA

COMMUNITY PANEL NUMBER: 130466 0067 F
EFFECTIVE DATE: MARCH 21, 2000
REVISION DATE: SEPTEMBER 29, 2006

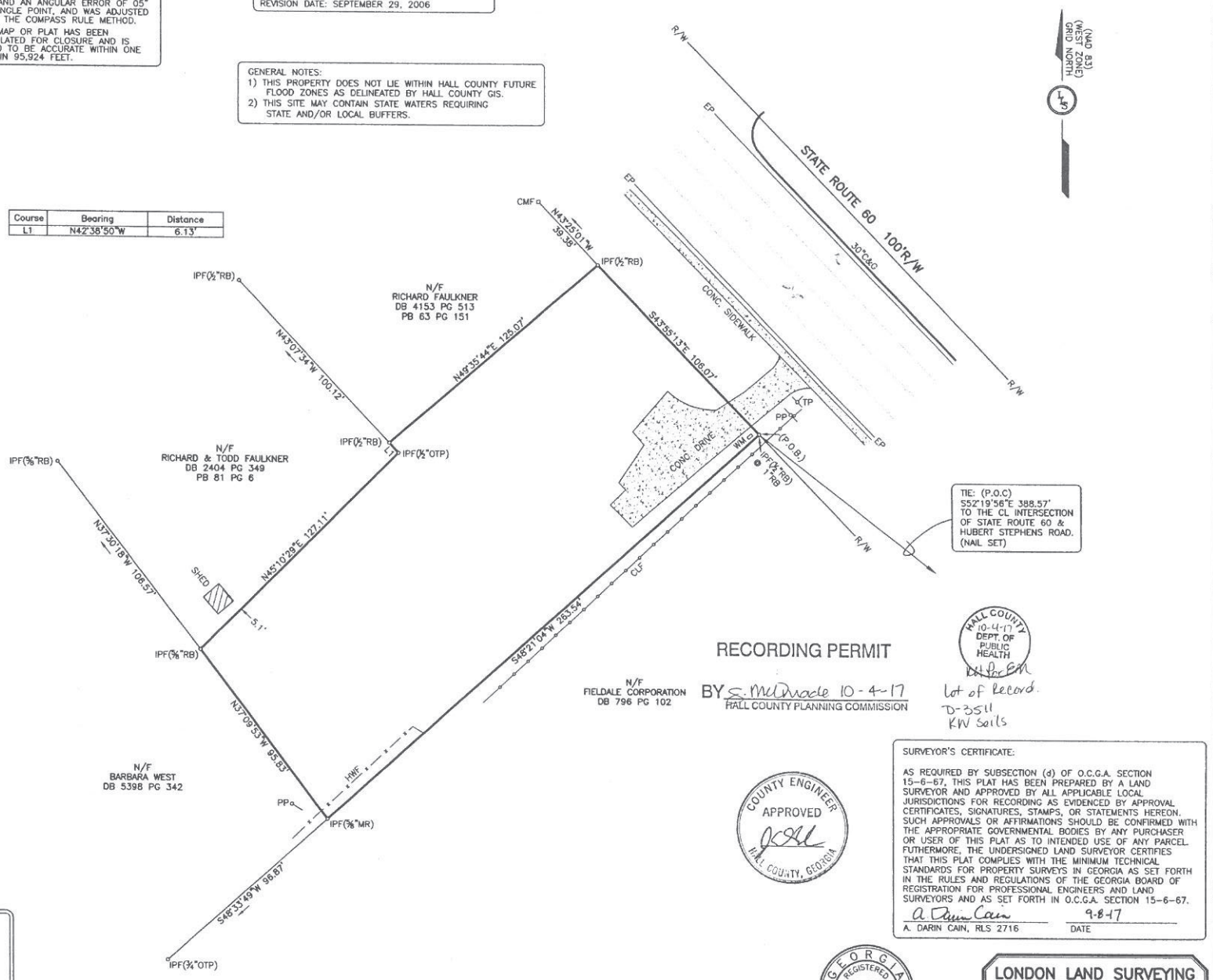
NOTE:
STATE PLANE COORDINATE BASED UPON GPS OBSERVATIONS USING A CARLSON SURVEYOR + DUAL FREQUENCY RECEIVER RUNNING CARLSON SURVCE SOFTWARE. RTK NETWORK UTILIZING THE TRIMBLE VRS NOW NETWORK.

GENERAL NOTES:
1) THIS PROPERTY DOES NOT LIE WITHIN HALL COUNTY FUTURE FLOOD ZONES AS DELINEATED BY HALL COUNTY GIS.
2) THIS SITE MAY CONTAIN STATE WATERS REQUIRING STATE AND/OR LOCAL BUFFERS.

LEGEND:

AI	ANGLE IRON
ASP	ASPHALT
BL	BUILDING LINE
BWF	BARB WIRE FENCE
C&G	CURB & GUTTER
CLF	CHAIN LINK FENCE
CMF	CONCRETE MONUMENT FOUND
CMP	CORRUGATED METAL PIPE
CONC	CONCRETE
CTP	CRIMPED TOP PIPE
DI	DROP INLET
EP	EDGE OF PAVEMENT
FH	FIRE HYDRANT
GW	GUY WIRE
HWF	HOG WIRE FENCE
IPF	IRON PIN FOUND
IPS	IRON PIN SET (1/2"REBAR)
LL	LAND LOT
LLL	LAND LOT LINE
MH	MANHOLE
MR	METAL ROD
N/F	NOW OR FORMERLY
OTP	OPEN TOP PIPE
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PL	PROPERTY LINE
PP	POWER POLE
RB	REBAR
RCP	REINFORCED CONCRETE PIPE
R/W	RIGHT OF WAY
SP	SERVICE POLE
TP	TELEPHONE POLE
WM	WATER METER
WV	WATER VALVE

Course	Bearing	Distance
L1	N42°38'50"W	6.13'



DEED REFERENCE:(CURRENT OWNER)
DEED FOR BRADLEY DEAN FAULKNER
DATED APRIL 17, 2015
DEED BOOK 7509 PAGES 569-570.

PLAT REFERENCE:
SURVEY FOR FIELDALE FARMS CORP.
PREPARED BY HOLCOMB SURVEYING
DATED OCTOBER 12, 2011
REVISED NOVEMBER 2, 2011.

TOTAL AREA = 0.61 ACRE

RECORDING PERMIT
BY S. McDuffie 10-4-17
HALL COUNTY PLANNING COMMISSION

HALL COUNTY 10-4-17 DEPT OF PUBLIC HEALTH
Lot of Record.
D-3511
KW Soils

COUNTY ENGINEER APPROVED HALL COUNTY, GEORGIA

SURVEYOR'S CERTIFICATE:

AS REQUIRED BY SUBSECTION (d) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FUTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT 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 OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

A. Darin Cain — 9-8-17
A. DARIN CAIN, RLS 2716 — DATE

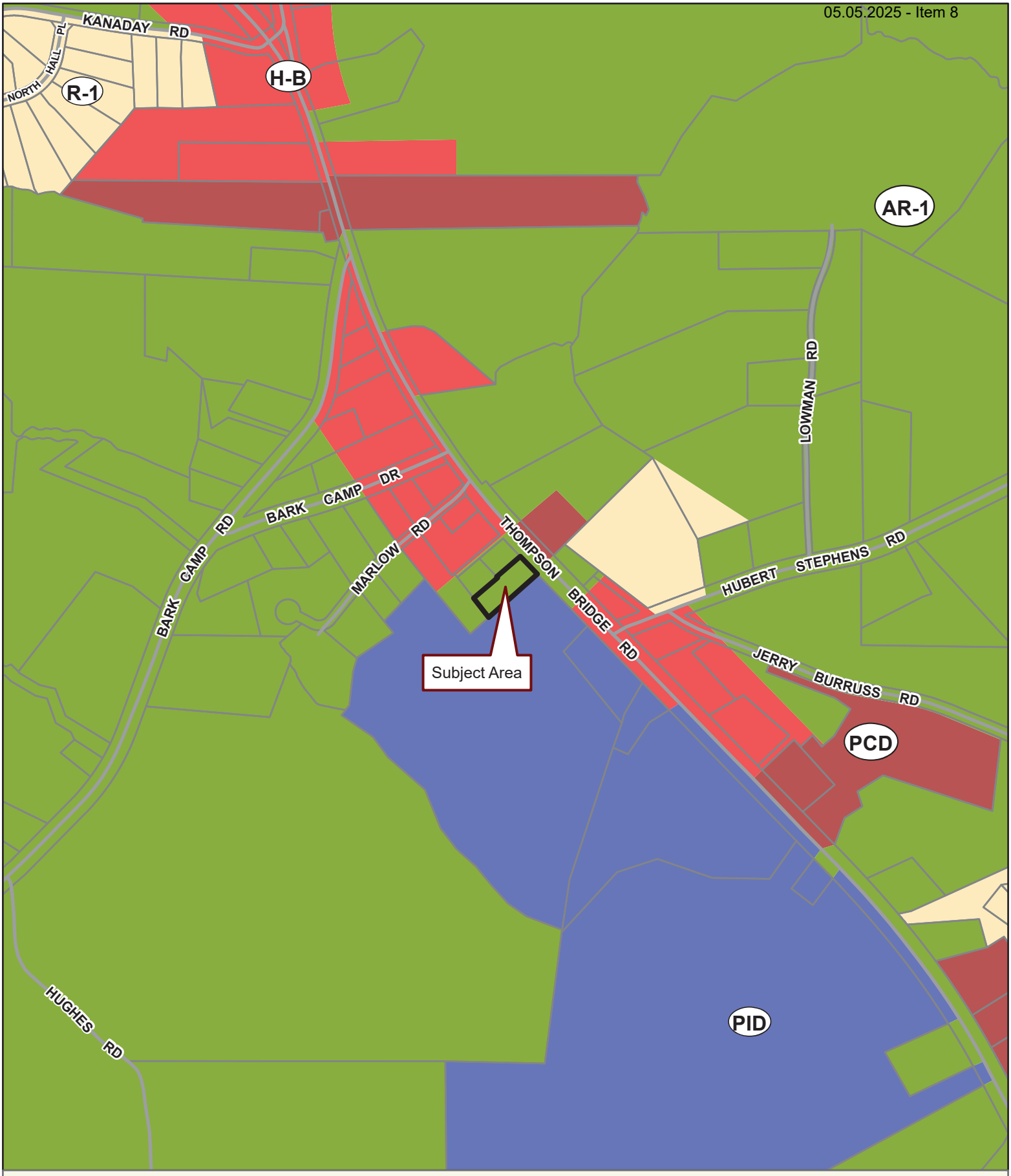
GEORGIA REGISTERED NO. 2716 PROFESSIONAL LAND SURVEYOR A. DARIN CAIN

RETRACEMENT SURVEY FOR
BRADLEY DEAN FAULKNER
LOCATED IN
LAND LOT 82 11th DISTRICT
HALL COUNTY, GEORGIA
SCALE: 1"= 30' SEPTEMBER 8, 2017
GRAPHIC SCALE
0 30 60 90 120
SCALE IN FEET

FIELD WORK DATES:
SEPTEMBER 6/7, 2017

LONDON LAND SURVEYING & ASSOCIATES, INC.
167 EAST JARRARD STREET
CLEVELAND, GEORGIA 30528
(706) 865-0749
LICENSE No. LSF 522

JOB# 17111

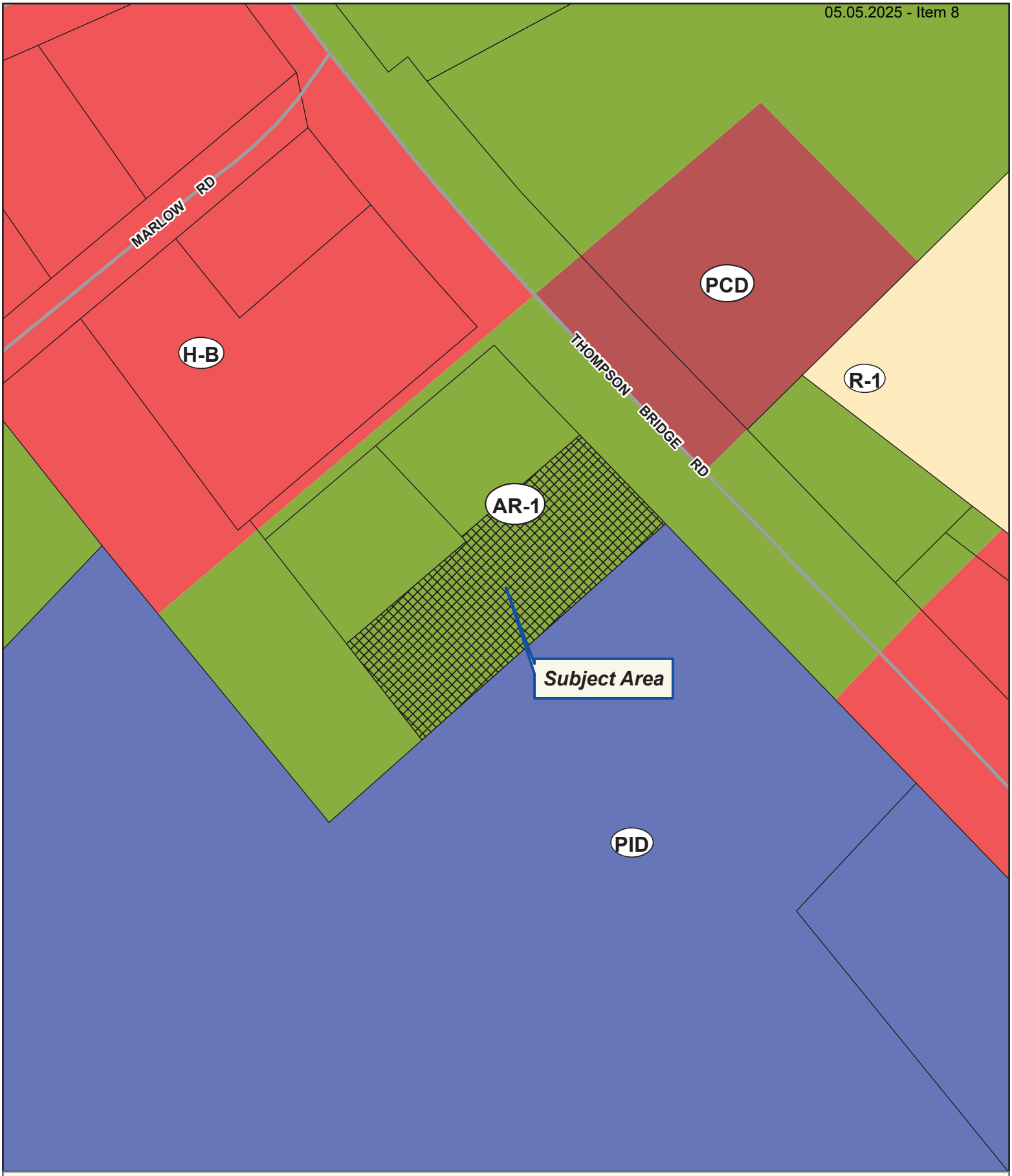


Applicant: JOHN CANE
Tax Parcel #: 11082 000028A
Location: 5323 THOMPSON BRIDGE ROAD, MURRAYVILLE, GA 30564
Commission District 2 **PC Mtg. Date: 05/05/2025**

0 150 300 600
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N



Applicant: JOHN CANE
Tax Parcel #: 11082 000028A
Location: 5323 THOMPSON BRIDGE ROAD, MURRAYVILLE, GA 30564
Commission District 2 **PC Mtg. Date: 05/05/2025**

0 25 50 100
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N

Applicant: JOHN CANE
Tax Parcel #: 11082 000028A
Location: 5323 THOMPSON BRIDGE ROAD, MURRAYVILLE, GA 30564
Commission District 2 **PC Mtg. Date: 05/05/2025**

0 25 50 100
Feet

Zoning Boundary
City Limits
Subject Area

N

eFiled and eRecorded
DATE: 02/11/2025
TIME: 1:07 PM
DEED BOOK: 9606
PAGE: 502 - 504
FILING FEES: $25.00
TRANSFER TAX: $78.00
PT61: 069-2025-000837
RECORDED BY: JP
CLERK: Mark Pettitt
Hall County, GA

Prepared By:
Weissman PC
3500 Lenox Road, 4th Floor
Atlanta, GA 30326

File No.: W-C-19662-24-GA

Parcel ID: 11082-000028A

LIMITED WARRANTY DEED

STATE OF GEORGIA
COUNTY OF HALL

THIS INDENTURE, made this 7th day of February, 2025 by and between **Bradley Dean Faulkner and Brittany Nichole Faulkner, as Trustees of The Bradley Dean Faulkner Revocable Living Trust**, as party or parties of the first part, hereinafter called Grantor, and **John Cane**, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN DOLLARS AND NO/100 ($10.00) AND OTHER VALUABLE CONSIDERATIONS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described property, to-wit:

SEE ATTACHED EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE HERETO

THIS CONVEYANCE is made subject to all zoning ordinances, easements and restrictions of record affecting said described property.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, only to the proper use, benefit and behoof of the said Grantee, forever IN FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons claiming by, through, or under Grantor herein.

IN WITNESS WHEREOF, the Grantor has signed and sealed this Deed, on the date and year above written.

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

My Commission Expires: _____

CHRIS R SHAW
Notary Public, Georgia
Forsyth County
My Commission Expires
November 09, 2026

The Bradley Dean Faulkner Revocable Living Trust

BY: _____
Bradley Dean Faulkner
Trustee

BY: _____
Brittany Nichole Faulkner
Trustee

EXHIBIT "A"

File No.: W-C-19662-24-GA

All that tract or parcel of land lying and being in Land Lot 82 of the 11th District, Hall County, Georgia, being 0.61 acres, more or less, as shown on a Retracement Survey for Bradley Dean Faulkner, prepared by London Land Surveying Associates, Inc., dated 09/08/2017, recorded in Plat Book 874, Page 499, Hall County, Georgia Records, which Survey and the plat recording thereof are incorporated herein by reference and made a part of this description.

Outlook

HCPC Tentative Agenda 5.5.25

From Emily McGahee (Environmental Health) <emcgahee@hallcounty.org>
Date Thu 4/3/2025 12:34 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>; Katie L. Greenway (CDI: Planning) <klgreenway@hallcounty.org>; Kristie Turner (Planning) <kturner@hallcounty.org>
Cc Chad Harper (Environmental Health) <charper@hallcounty.org>; Kelly Hairston (Environmental Health) <khairston@hallcounty.org>

Please find Environmental Health comments below:

Item 1, 4340 Cherokee Trail, Wilcox: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system.

Item 2, 6551 Red Hawk Way, Acuff: No comment. Public sewer.

Item 3, 5962 Jim Crow Road, Burton: Must meet all Environmental Health commercial septic system permitting requirements. A detailed business plan, including details on the filtration of the pond water, must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation/modification may be required after review of business plan. The pond will be regulated and permitted under the DPH Rules and Regulations for Public Swimming Pools, Spas, and Recreational Water Parks if the water is recirculated. In this case, the well must also meet potable water supply standards if used to fill the pond.

Items 4A,B,C, 5323 Thompson Bridge Road, Cane: Must meet all Environmental Health commercial septic system permitting requirements. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation/modification may be required after review of business plan.

Item 5, 2505 Dana Drive, Karas: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation may be required after review of business plan.

Item 6, 6266 Yellow Creek Road, Cook: No comment. Proposed sewage disposal to be permitted by EPD.

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.

Outlook

RE: Monday, May 5, 2025 Planning Commission Tentative Packets

From Stevens, Henry K <HStevens@dot.ga.gov>
Date Wed 4/2/2025 2:37 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>

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 afternoon everyone,

Please see the below comments in red from GDOT District 1.

Thanks,

Henry Stevens, E.I.T.
GDOT Civil Engineer 2
Georgia Department of Transportation
District 1 Traffic Operations- Gainesville
1475 Jesse Jewell Pkwy
Suite 100
Gainesville, GA, 30501
470.663.1807 cell

From: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Sent: Thursday, March 27, 2025 1:56 PM
Subject: Monday, May 5, 2025 Planning Commission Tentative Packets

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 Afternoon,

Here is the Tentative Agenda and Maps for the **Monday, May 5, 2025** Hall County Planning Commission Meeting. Please use the links to review the documents and respond with comments to Hall County Planning and Zoning. 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, April 3, 2025.** Email comments to Beth (bgarmon@hallcounty.org) and Kaitlyn (kelliott@hallcounty.org).

CALL TO ORDER

-

AGENDA REVIEW

APPROVAL OF MINUTES – April 21, 2025

NEW BUSINESS

1. **4340 Cherokee Trail | Variance |** to reduce the minimum yards | on a 0.38± acre tract located on the east side of Cherokee Trail approximately 1,555 feet from its intersection with Twin Rivers Drive | Zoned R-1; Tax Parcel 08038 001026 **| Proposed Use: Accessory structure |** * Commission District 2 **| Sonia L. Wilcox, applicant** **NO GDOT COORDINATION REQUIRED**

2. **6551 Red Hawk Way | Variance |** to reduce the minimum yards | on a 0.30± acre tract located on the south side of Red Hawk Way approximately 195 feet from its intersection with Stag Leap Lane | Zoned PRD; Tax Parcel 15041D000370 **| Proposed Use: Deck addition |** * Commission District 1 **| Mary M. Acuff, applicant** **NO GDOT COORDINATION REQUIRED**

3. **5962 Jim Crow Road | Special Use |** to amend conditions of zoning | on a 1.42± acre tract located on the north side of Jim Crow Road approximately 252 feet from its intersection with Old Federal Road | Zoned PCD; Tax Parcel 08101 002002 **| Proposed Use: Expansion of services** | ** Commission District 2 **| Burton Outdoor Adventures c/o Jason Burton, applicant** **NO GDOT COORDINATION REQUIRED**

4. **(A) 5323 Thompson Bridge Road | Rezone |** from Agricultural Residential (AR-1) to Highway Business (H-B, GCOD) | on a 0.61± acre tract located on the southwest side of Thompson Bridge Road approximately 407 feet from its intersection with Marlow Road | Zoned AR-1; Tax Parcel 11082 000028A **| Proposed Use: Vehicle repair, major |** ** Commission District 2 **| John Cane, applicant** **GDOT COORDINATION REQUIRED**

   (B) 5323 Thompson Bridge Road | Special Use | Vehicle repair, major in GCOD |on a 0.61± acre tract located on the southwest side of Thompson Bridge Road approximately 407 feet from its intersection with Marlow Road | Zoned AR-1; Tax Parcel 11082 000028A **| Proposed Use: Vehicle repair, major |** ** Commission District 2 **| John Cane, applicant** **GDOT COORDINATION REQUIRED**

   (C) 5323 Thompson Bridge Road | Variance to section 6.2 | Gateway Corridor Overlay District (GCOD) | on a 0.61± acre tract located on the southwest side of Thompson Bridge Road approximately 407 feet from its intersection with Marlow Road | Zoned AR-1; Tax Parcel 11082 000028A **| Proposed Use: Vehicle repair, major |** * Commission District 2 **| John Cane, applicant** **GDOT COORDINATION REQUIRED**

5. **2505 Dana Circle | Rezone |** from Agricultural Residential (AR-1) to Highway Business (H-B) | on a 0.33± acre tract located on the north side of Dana Circle at its intersection with Dana Drive | Zoned AR-1; Tax Parcel 15021A000036B **| Proposed Use: Vehicle sales |** ** Commission District 3 **| Tim Karas, applicant** **NO GDOT COORDINATION REQUIRED**

6. **6266 Yellow Creek Road | Rezone |** from Agricultural Residential 1 (AR-1) to Planned Residential Development (PRD) | on a 253.58± acre portion of a tract located on the northwest side of Yellow Creek Road approximately 1,457 feet from its intersection with Bent Tree Cove | Zoned AR-1; Tax Parcel 11112 000004 (pt.) **| Proposed Use: 253-lot residential development |** ** Commission District 2 **| Cook Communities, applicant** **NO GDOT COORDINATION REQUIRED**

*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, June 12, 2025, 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, June 12, 2025. 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,

Kaitlyn Elliott
Planning Commission Clerk
Hall County Community Development and Infrastructure
(770) 531-6810 www.hallcounty.org

HALL COUNTY
GEORGIA
We have it all in Hall

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
GEORGIA

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

PUBLIC WORKS AND
UTILITIES DIRECTOR
Bill Nash, P.E.

Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

MEMORANDUM

To: Beth Garmon, Director of Planning and Zoning

From: Bill Nash, Director of Public Works and Utilities

Date: April 3, 2025
April 10, 2025 (revised for 2505 Dana Circle)

Subject: May 5, 2025 - Hall County Planning Commission Agenda

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the May 5, 2025 meeting. Upon review, we provide the following comments.

NEW BUSINESS

1. 4340 Cherokee Trail | Variance | to reduce the minimum yards | on a 0.38± acre tract located on the east side of Cherokee Trail approximately 1,555 feet from its intersection with Twin Rivers Drive | Zoned R-1; Tax Parcel 08038 001026 | **Proposed Use: Accessory structure |** * Commission District 2 **| Sonia L. Wilcox, applicant**

a. **Engineering:** No comment

b. **Traffic:** No comment
c. **Utilities:** Gainesville Water. No sanitary sewer in area.

2. 6551 Red Hawk Way | Variance | to reduce the minimum yards | on a 0.30± acre tract located on the south side of Red Hawk Way approximately 195 feet from its intersection with Stag Leap Lane | Zoned PRD; Tax Parcel 15041D000370 | **Proposed Use: Deck addition |** * Commission District 1 | **Mary M. Acuff, applicant**

a. **Engineering:** No comment
b. **Traffic:** No comment
c. **Utilities:** Gainesville Water. Hall County sanitary sewer –onsite

3. 5962 Jim Crow Road | Special Use | to amend conditions of zoning | on a 1.42± acre tract located on the north side of Jim Crow Road approximately 252 feet from its intersection with Old Federal Road | Zoned PCD; Tax Parcel

08101 002002 | **Proposed Use: Expansion of services** | ** Commission District 2 | **Burton Outdoor Adventures c/o Jason Burton, applicant**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
b. **Traffic:** No comment
c. **Utilities:** Flowery Branch sanitary sewer area.

4. **(A) 5323 Thompson Bridge Road | Rezone** | from Agricultural Residential (AR-1) to Highway Business (H-B, GCOD) | on a 0.61± acre tract located on the southwest side of Thompson Bridge Road approximately 407 feet from its intersection with Marlow Road **|** Zoned AR-1; Tax Parcel 11082 000028A | **Proposed Use: Vehicle repair, major |** ** Commission District 2 | **John Cane, applicant**

(B) 5323 Thompson Bridge Road | Special Use | Vehicle repair, major in GCOD |on a 0.61± acre tract located on the southwest side of Thompson Bridge Road approximately 407 feet from its intersection with Marlow Road | Zoned AR-1; Tax Parcel 11082 000028A | **Proposed Use: Vehicle repair, major** | ** Commission District 2 | **John Cane, applicant**

(C) 5323 Thompson Bridge Road | Variance to section 6.2 | Gateway Corridor Overlay District (GCOD) | on a 0.61± acre tract located on the southwest side of Thompson Bridge Road approximately 407 feet from its intersection with Marlow Road | Zoned AR-1; Tax Parcel 11082 000028A | **Proposed Use: Vehicle repair, major |** * Commission District 2 | **John Cane, applicant**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
b. **Traffic:** GDOT approval or access permit required.
c. **Utilities:** Hall County sanitary sewer area. Nearest infrastructure is 350’ south across parcel 11082 000028. Fieldale farms – easement required.

5. **2505 Dana Circle | Rezone** | from Agricultural Residential (AR-1) to Highway Business (H-B) | on a 0.33± acre tract located on the north side of Dana Circle at its intersection with Dana Drive | Zoned AR-1; Tax Parcel 15021A000036B | **Proposed Use: Vehicle sales |** ** Commission District 3 | **Tim Karas, applicant**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
b. **Traffic:** No comment
Revised comment – Dana Circle is a substandard roadway for commercial use. Improvements will be required and approved by Hall County Engineering. No

towing or car transports over 14,000 pounds Gross Vehicle Weight Ratings will be allowed. (4-10-25)

c. **Utilities:** Gainesville w/s

6. **6266 Yellow Creek Road | Rezone** | from Agricultural Residential 1 (AR-1) to Planned Residential Development (PRD) | on a 253.58± acre portion of a tract located on the northwest side of Yellow Creek Road approximately 1,457 feet from its intersection with Bent Tree Cove | Zoned AR-1; Tax Parcel 11112 000004 (pt.) | **Proposed Use: 253-lot residential development** | ** Commission District 2 | **Cook Communities, applicant**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
Show stream buffer and impervious setback from wrested vegetation not centerline of stream
Show FEMA and Hall County studied Flood plains that are present on site.

b. **Traffic:** Both proposed accesses must meet Hall County requirements at a minimum decel lanes will be required.

c. **Utilities:** Hall County service area. No infrastructure in the area.

Outlook

Fire Comments

From John Hornick (Fire Services) <jhornick@hallcounty.org>
Date Mon 3/31/2025 4:28 PM
To Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>
Cc Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

Monday, May 5, 2025 Hall County Planning Commission Meeting

1. **(A) 5323 Thompson Bridge Road | Rezone** | from Agricultural Residential (AR-1) to Highway Business (H-B, GCOD) | on a 0.61± acre tract located on the southwest side of Thompson Bridge Road approximately 407 feet from its intersection with Marlow Road | Zoned AR-1; Tax Parcel 11082 000028A | **Proposed Use: Vehicle repair, major** | ** Commission District 2 | **John Cane, applicant**

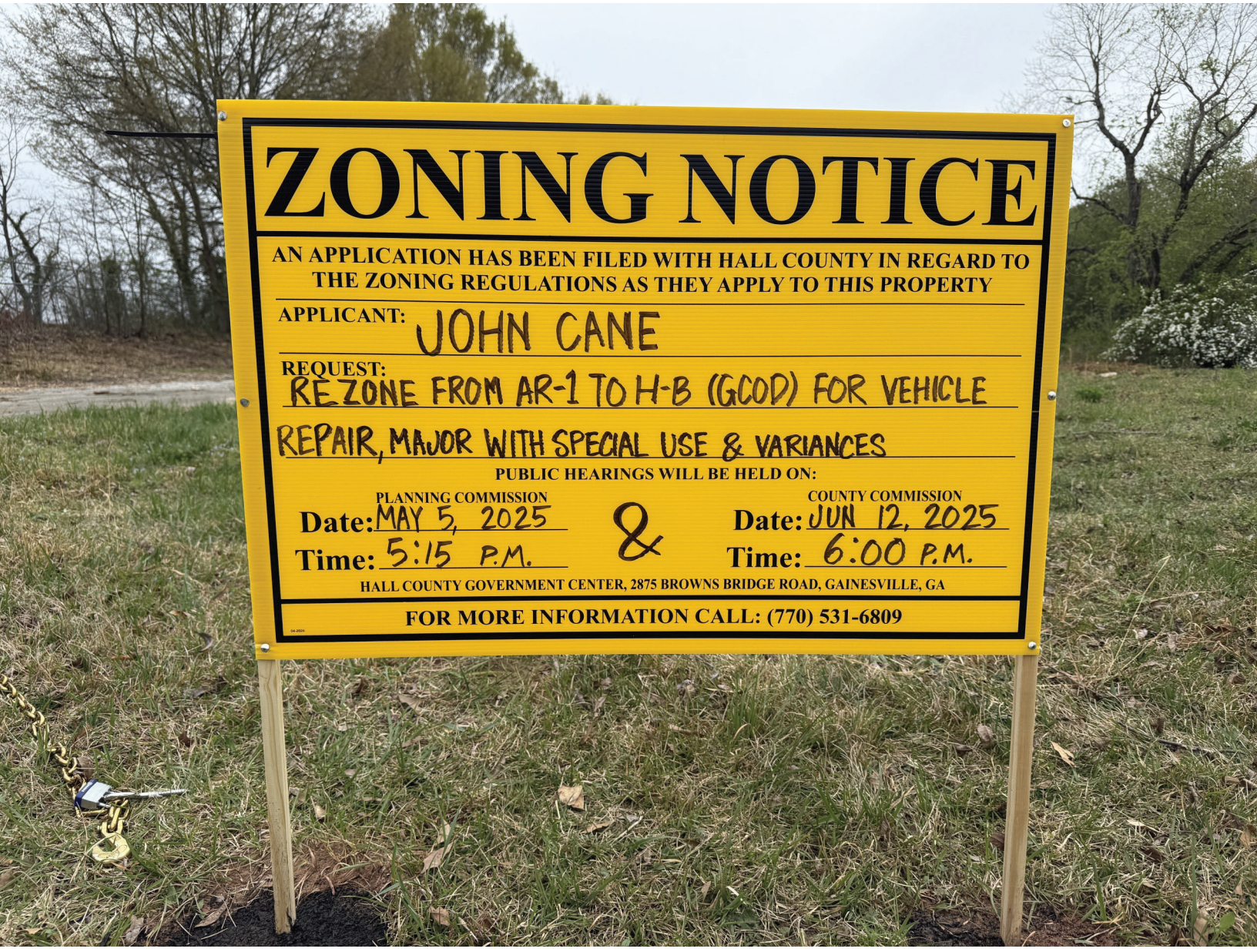
   (B) 5323 Thompson Bridge Road | Special Use | Vehicle repair, major in GCOD |on a 0.61± acre tract located on the southwest side of Thompson Bridge Road approximately 407 feet from its intersection with Marlow Road | Zoned AR-1; Tax Parcel 11082 000028A | **Proposed Use: Vehicle repair, major** | ** Commission District 2 | **John Cane, applicant**

   (C) 5323 Thompson Bridge Road | Variance to section 6.2 | Gateway Corridor Overlay District (GCOD) | on a 0.61± acre tract located on the southwest side of Thompson Bridge Road approximately 407 feet from its intersection with Marlow Road | Zoned AR-1; Tax Parcel 11082 000028A | **Proposed Use: Vehicle repair, major** | * Commission District 2 | **John Cane, applicant**

   The Hall County Fire Marshal's Office has no comments for items A, B, C 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


ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY
APPLICANT: JOHN CANE
REQUEST: REZONE FROM AR-1 TO H-B (GCOD) FOR VEHICLE REPAIR, MAJOR WITH SPECIAL USE & VARIANCES
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: MAY 5, 2025
Time: 5:15 P.M.
&
COUNTY COMMISSION
Date: JUN 12, 2025
Time: 6:00 P.M.
HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA
FOR MORE INFORMATION CALL: (770) 531-6809

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503
t: 770-531-6809 I f: 770-531-3902

HALL COUNTY
GEORGIA
We have it all in Hall

PUBLIC NOTICE REQUIREMENTS

Zoning regulations require that public notice must be given prior to all zoning hearings as follows:

1. The Planning Department shall publish a legal advertisement no less than fifteen (15) days and no more than forty-five (45) days prior to the public hearing.

2. The Planning Department shall send notification by letter of all other property owners within a 500-foot radius of the applicant's property is standard administrative policy of the Planning Department.

3. The applicant/property owner shall place the public notice sign in a conspicuous location on the property not less than fifteen (15) days and not more than forty-five (45) days prior to the public hearing.

The Planning Department shall post the legal advertisement and notify property owners within a 500ft radius to the subject property.

The applicant is required to post the public notice sign not less than fifteen (15) days and not more than forty-five (45) days prior to the public hearing. A photo of the sign placed at the location is required and must be sent to the Planning Department.

Multiple sign postings on a site may be required as determined by the Planning Department. The sign must be in a location where it is clearly visible from the roadway. The sign cannot be obstructed in any manner, placed too far from the road, or placed in such manner as would cause it to blend into the landscape.

Should you find the sign missing or vandalized in any manner, contact the Planning Department for a replacement sign. When the proceeding is complete and final Board action has occurred, the sign shall then be removed from the property by the applicant.

THE ZONING SIGN MUST BE POSTED NO EARLIER THAN MAR 28, 2025 AND NO LATER THAN APR 6, 2025.

THE ORGINAL SIGNED AFFIDAVIT MUST BE AND RETURNED TO THE PLANNING DEPARTMENT NO LATER THAN APR 6, 2025 ALONG WITH A MINIMUM OF ONE PHOTO SHOWING THE SIGN POSTED AT THE SUBJECT PROPERTY.

Failure to comply will result in a delay of the application.

AFFIDAVIT

By my signature, I, John Cane, **, hereby acknowledge that I have**
Please Print Name

read and understand the sign posting requirements. I further certify that the required public notice sign was posted on 4/2/2025 **for** John Cane.
Date (Name application filed as)

Signature John Cane
(The original document is required)

AGENDA ITEM

Other Business - Public Works and Utilities

REPORT TO: **Work Session (06/09/25)**

REPORT TO: **Voting Meeting (06/12/25)**

ITEM NO: 358/2025

SUBJECT: Approval and authorization for the Chairman to execute a resolution expressing support for the Tax Commissioner, requesting good faith cooperation by the Board of Assessors in addressing an illegitimate homestead exemption application filed on behalf of the Tax Commissioner Darla Eden, subject to review and approval by the County Attorney. NOTE: Tabled at the May 22, 2025 Voting Meeting until the June 12, 2025 Voting Meeting.

Meetings:

Work Session Date: 06/09/25 **Voting Meeting Date:** 06/12/25

Executive Summary:

Presenter: KJ

Recommendation:
n/a

Purpose of Request:
Approval and authorization for the Chairman to execute a resolution expressing support for the Tax Commissioner, requesting good faith cooperation by the Board of Assessors in addressing an illegitimate homestead exemption application filed on behalf of the Tax Commissioner Darla Eden, subject to review and approval by the County Attorney.

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.?	Yes
Has it been reviewed by the County Attorney?	No
Is there a deadline for this item?	

Approvals:

Approve	Attorney	Administration	Clerk
JR	WLI	CR	JR

Attachments:

Resolution

STATE OF GEORGIA
COUNTY OF HALL

A RESOLUTION OF THE HALL COUNTY BOARD OF COMMISSIONERS EXPRESSING SUPPORT FOR THE HALL COUNTY TAX COMMISSIONER, REQUESTING GOOD FAITH COOPERATION BY THE BOARD OF ASSESSORS IN ADDRESSING AN ILLEGITIMATE HOMESTEAD EXEMPTION APPLICATION FILED ON BEHALF OF THE TAX COMMISIONER EDEN, AND FOR OTHER RELATED PURPOSES

WHEREAS, it appears that on November 4, 2023, an unidentified individual using the Hall County Qpublic online portal submitted an unauthorized homestead exemption application to the Hall County Assessors' office on property at 3538 SW Black Cherry Pt. belonging to Hall County Tax Commissioner Darla Eden;

WHEREAS, Tax Commissioner Eden did not become aware of this application until on or about February 28, 2024;

WHEREAS, on or about February 28, 2024, Eden was alerted to the existence of an Open Records Act request by someone named "George Diaz," seeking documents regarding homestead applications for Tax Commissioner Eden;

WHEREAS, on February 29, 2024, upon learning of the pending Open Records Act request, Tax Commissioner Eden met with the Hall County Chief Assessor regarding the homestead application for 3538 SW Black Cherry Pt. At that meeting Eden disavowed the legitimacy of the application and requested that processing of the application be halted;

WHEREAS, on March 6, 2024, following the advice of the County Attorney, Eden delivered written correspondence to the Chief Assessor again reconfirming the illegitimacy of the homestead application and asking that processing be immediately halted;

WHEREAS, despite Eden's repeated repudiations of the application, the Hall County Board of Assessors placed the illegitimate homestead application on the Assessors' March 6, 2024 meeting agenda for consideration;

WHEREAS, at the March 6, 2024 Board of Assessors' meeting, rather than withdrawing the application from the agenda (as the owner of the subject property had disavowed it) the Board of Assessors, instead, formally denied the application thereby triggering a "Homestead Exemption Denied" notation to be permanently affixed to Eden's tax assessment notice at her 3538 SW Black Cherry Pt property;

WHEREAS, despite Tax Commissioner Eden repeatedly disavowing the legitimacy of the application – the Board of Assessors did <u>not</u> commence an inquiry as to *who* tendered the improper application;

WHEREAS, despite Tax Commissioner Eden repeatedly disavowing the legitimacy of the

application – the Board of Assessors did not commence an inquiry as to *why* this illegitimate homestead application was not processed for weeks of receipt (Hall County homestead applications are placed on a Board of Assessors agenda within weeks of receipt; the application for 3538 SW Black Cherry Pt. sat in the Assessors' office for four months);

WHEREAS, despite Tax Commissioner Eden repeatedly disavowing the legitimacy of the application – the Board of Assessors has repeatedly refused to remove the "Homestead Exemption Denied" notation from Tax Commissioner Eden's 3538 SW Black Cherry Pt.;

WHEREAS, on or about June 5, 2024, Tax Commissioner Eden requested that the Hall County Sheriff investigate to determine who had tendered the illegitimate homestead application;

WHEREAS, the Sheriff's Office conducted an investigation;

WHEREAS, in the Sheriff Office's report, it noted that "*anyone may have gone into the portal and filed a homestead exemption if they had the required information*;"

WHEREAS, the Sheriff's Office utilized an IP address provided by Schneider Geospatial to locate the subscriber of the account that tendered the application, with the Sheriff's Office ultimately concluding that there was "*no subscriber information available*;"

WHEREAS, the Hall County Board of Commissioners ("Board") is extremely concerned as to the underlying facts of this matter, the chronology, and the inability of the Tax Commissioner to receive relief from the Board of Assessors;

WHEREAS, the Board is troubled as to why the Board of Assessors believed it necessary to take formal action regarding this application – when the owner of the subject property had repeatedly disavowed it;

WHEREAS, the Board is troubled that by taking formal action on the application (rather than withdrawing it) the Board of Assessors has assigned legitimacy to the application – rather than honoring the repeated declaration of the property owner that the application was illegitimate; and,

WHEREAS, the Board is troubled as to why the Board of Assessors has repeatedly refused to cooperate with the Tax Commissioner to resolve this issue.

NOW THEREFORE BE IT RESOLVED BY THE HALL COUNTY BOARD OF COMMISSIONERS AS FOLLOWS:

1. The Board wishes to express its support for Tax Commissioner Eden and commend her for her outstanding public service, unwavering dedication, and continued efforts in serving the citizens, residents, and taxpayers of Hall County, Georgia;

2. The Board hereby expresses its ongoing concern regarding the matters outlined in the Preamble;

3. The Board hereby requests that the Hall County Board of Assessors work in good faith with Tax Commissioner Eden to take appropriate action to cause the removal of the "Homestead Exemption Denied" from the tax assessment notice for the 3538 SW Black Cherry Pt. property;

4. Public records are supposed to speak the truth. The notation "Homestead Exemption Denied" implies there was a legitimate homestead application tendered for that property in the first instance. As there was not, the notation is incorrect, misleading, and undermines the functioning of the Tax Commissioner's office;

5. The Board of Commissioners hereby respectfully requests the Board of Assessors place this matter on the next Board of Assessors agenda and take formal action to remove the notation, to include an explanation as to why the notation is subject to removal; and,

6. In the event this matter is not fully and finally resolved within fourteen (14) days from the date of this Resolution, Hall County management staff and the County Attorney are hereby authorized and directed to retain a third-party investigator to commence a formal inquiry into all aspects of the fact pattern set forth in this Resolution. Should this investigation be required, the Board directs that the investigation be concluded with a findings of fact and conclusions returned to the Board by no later than July 22, 2025.

SO RESOLVED, this _____ day of _____, 2025.

By: _____
David Gibbs, Chairman

ATTEST:

_____ (SEAL)
Jennifer Rivera, County Clerk