



**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, September 25, 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)

Proclamation/s

- 3 Approve the proclamation recognizing James Dale Long's retirement after 38 years of service to Hall County, Georgia.
- 4 Approve the proclamation recognizing Gregory Scott Lashley's retirement after 25 years of service to Hall County, Georgia.

Consent Agenda

- 5 Approve the September 11, 2025 Voting Meeting minutes.
- 6 Approve the September 22, 2025 Work Session minutes.
- 7 Approve the September 22, 2025 Executive Session minutes.
- 8 Approve the application of the Environmental Protection Division of Georgia Solid Waste Trust Fund (SWTF) FY 2026 Tire Products Grant for the Hall County Parks and Leisure Services in the amount of \$84,000.00, and if awarded, appoint the Grants Manager as the Program Designee, and authorize the Chairman to execute all related application and award documents. No match is required.

- 9 Approval and authorization for the Chairman to execute a Memorandum of Understanding and Combined Subdivision Participation and Release Form agreeing to Hall County's participation in eight (8) National Opioid Governmental Entity Settlement Agreements with Secondary Manufacturers ("Opioid Settlements"), which will settle Hall County's claims as a Participating Entity against Alvogen Inc., Apotex Corp., Amneal Pharmaceuticals LLC, Hikma Pharmaceuticals USA Inc., Indivior Inc., Viatris Inc. ("Mylan"), Sun Pharmaceutical Industries Inc., and Zydus Pharmaceuticals (USA) Inc., and any and all additional documents necessary to effectuate the Opioid Settlement, and ratification of all actions taken to date concerning the same, subject to review and approval by the County Attorney.
- 10 Approve the continuation award and any supplemental funding of the FY 2026 Victims of Crime Act (VOCA) Grant for the District Attorney's Office to provide direct support to crime victims in the amount of \$87,310.00, and if awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. No match is required.
- 11 Approve the award of IFB #018-46 Fire Station #8 Bay Door Replacement for Fire Rescue to Top Notch Dock & Door of Flowery Branch, GA, in the amount of \$51,843.44.
- 12 Approve the purchase to remount three (3) Osage ambulances for Fire Rescue to Ten-8 Fire and Safety, LLC of Bradenton, FL, in the amount of \$1,073,481.00.
- 13 Approve the award of IFB #019-46 Relocate Sanitary Sewer Forcemain Pipe at Howard Road for Public Works & Utilities to Kytel Backhoe & Construction, LLC of Lula, GA, in the amount of \$232,594.11.
- 14 Approve the continuation award and any supplemental funding of the FY 2026 Victims of Crime Act (VOCA) Grant for the Solicitor's Office to provide direct support to crime victims in the amount of \$125,741.00, and if awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. No match is required.
- 15 Approve the software purchase agreement for homestead auditing and administration for the Tax Assessors Office to The Exemption Project, Inc. (dba TrueRoll) of Chicago, IL. The estimated annual cost is \$81,076.00.

Other Business - Planning and Development

- 16 Public Hearing to change the name of an approximately 0.60 mile segment of roadway from White Sulphur Road to Cagle Road beginning south of Sargent Road to Big Oak Road. Commission District 3.

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

- 17 **2614 Old Cornelia Highway | Rezone** | from Agricultural Residential 1 (AR-1) to Light Industrial (I-1) | on a 13.17± acre tract located on the south side of Old Cornelia Highway, approximately 300 feet from its intersection with Shady Valley Road | Zoned AR-1; Tax Parcel 15021A000032 | **Proposed use: Heavy equipment storage** | Commission District 3 | **Brayden Carter Brock, LLC, applicant**
- 18 **2630 Old Cornelia Highway | Rezone** | from Suburban Shopping (S-S) to Light Industrial (I-1) | on a 0.91± acre tract located on the south side of Old Cornelia Highway, approximately 490 feet from its intersection with Shady Valley Road | Zoned S-S; Tax Parcel 15021A000031A | **Proposed use: Sign manufacturing and printing business** | Commission District 3 | **Brayden Carter Brock, LLC, applicant**

County Administrator

Commission Time

Adjourn

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



AGENDA ITEM

Invocation

REPORT TO: Work Session (09/22/25)
REPORT TO: Voting Meeting (09/25/25)
ITEM NO: 19/2025
SUBJECT: Commissioner Gregg Poole

Meetings:

Work Session Date: 09/22/25 **Voting Meeting Date:** 09/25/25

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 (09/22/25)
REPORT TO: Voting Meeting (09/25/25)
ITEM NO: 671/2024
SUBJECT: Commissioner Kathy Cooper

Meetings:

Work Session Date: 09/22/25 **Voting Meeting Date:** 09/25/25

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

Proclamation/s

REPORT TO: Work Session (09/22/25)

REPORT TO: Voting Meeting (09/25/25)

ITEM NO: 571/2025

SUBJECT: Approve the proclamation recognizing James Dale Long's retirement after 38 years of service to Hall County, Georgia.

Meetings:

Work Session Date: 09/22/25

Voting Meeting Date: 09/25/25

Executive Summary:

Presenter: CP

Recommendation:

Approve.

Purpose of Request:

Approve the proclamation recognizing James Dale Long's retirement after 38 years of service to Hall County, Georgia.

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?

2025-09-25

Approvals:

Approve	Public Information	Administration	Clerk
AD	JL	CR	AD

Attachments:

Hall County, Georgia



Board of Commissioners

- WHEREAS,** *James Dale Long began his public service career with Hall County on March 25, 1987; and*
- WHEREAS,** *during his employment with Hall County, Mr. Long has served in many capacities such as: Deputy Sheriff, Traffic Unit Deputy, Criminal Investigator, Internal Affairs Investigator, Sergeant, Lieutenant and Captain; and*
- WHEREAS,** *Mr. Long received numerous letters of commendation, appreciation and recognition, and;*
- WHEREAS,** *Sheriff Couch stated, "Captain Dale Long was a dedicated employee who served the citizens of Hall County for over 38 years. He took immense pride in performing his duties well and was loyal to both his colleagues and the Sheriff's Office. He possessed exceptional investigative skills and was a valuable resource for the entire department. Captain Long set a high standard for what a law enforcement officer should be, and he will be greatly missed."; and*
- WHEREAS,** *Mr. Long retired on July 25, 2025, and plans on woodworking, traveling more frequently, spending time on Tybee Island and enjoying time with family and friends; and*
- WHEREAS,** *the Hall County Board of Commissioners deeply appreciates the services rendered to the citizens of Hall County by Mr. Long; and*
- NOW THEREFORE, BE IT RESOLVED** *that the Hall County Board of Commissioners does hereby pay tribute to*

James Dale Long

and recognizes him for his many accomplishments, contributions, and 38 years of dedicated service to Hall County and its citizens and extends to him their most sincere wishes for continued success in his future endeavors.

Adopted this 25th day of September 2025.

DAVID GIBBS
CHAIRMAN

KATHY COOPER
DISTRICT 1

BILLY POWELL
DISTRICT 2

GREGG POOLE
DISTRICT 3

JEFFREY STOWE
DISTRICT 4

JENNIFER RIVERA
COMMISSION CLERK



AGENDA ITEM

Proclamation/s

REPORT TO: Work Session (09/22/25)

REPORT TO: Voting Meeting (09/25/25)

ITEM NO: 572/2025

SUBJECT: Approve the proclamation recognizing Gregory Scott Lashley's retirement after 25 years of service to Hall County, Georgia.

Meetings:

Work Session Date: 09/22/25

Voting Meeting Date: 09/25/25

Executive Summary:

Presenter: CS

Recommendation:

Approve.

Purpose of Request:

Approve the proclamation recognizing Gregory Scott Lashley's retirement after 25 years of service to Hall County, Georgia.

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?

2025-09-25

Approvals:

Approve	Public Information	Administration	Clerk
AD	JL	CR	AD

Attachments:

Hall County, Georgia



Board of Commissioners

WHEREAS, *Gregory Scott Lashley began his public service career with Hall County on February 14, 2000; and*

WHEREAS, *during his employment with Hall County, Mr. Lashley has served in many capacities such as: Firefighter I, II, & III, EMT I & II, and Apparatus Operator; and*

WHEREAS, *Mr. Lashley received the Firefighter of the Year Award, and;*

WHEREAS, *Battalion Chief Shane Kinsey stated, “Scott has consistently demonstrated unwavering dedication, integrity, and excellence in all aspects of the profession. I had the personal privilege of working alongside Scott for about 12 years. During that time, he exemplified the highest standards of work ethic, attention to detail, and commitment to the mission. He reported for duty with reliability and readiness, regardless of the task or challenge; he consistently volunteered for assignments, no matter how difficult or humble, showing authentic leadership by example and a servant’s heart.”; and*

WHEREAS, *Mr. Lashley retired on July 31, 2025, and plans on spending time with his family; and*

WHEREAS, *the Hall County Board of Commissioners deeply appreciates the services rendered to the citizens of Hall County by Mr. Lashley; and*

NOW THEREFORE, BE IT RESOLVED *that the Hall County Board of Commissioners does hereby pay tribute to*

Gregory Scott Lashley

and recognizes him for his many accomplishments, contributions, and 25 years of dedicated service to Hall County and its citizens and extends to him their most sincere wishes for continued success in his future endeavors.

Adopted this 25th day of September 2025.

DAVID GIBBS
CHAIRMAN

KATHY COOPER
DISTRICT 1

BILLY POWELL
DISTRICT 2

GREGG POOLE
DISTRICT 3

JEFFREY STOWE
DISTRICT 4

JENNIFER RIVERA
COMMISSION CLERK



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (09/22/25)

REPORT TO: Voting Meeting (09/25/25)

ITEM NO: 593/2025

SUBJECT: Approve the September 11, 2025 Voting Meeting minutes.

Meetings:

Work Session Date: 09/22/25

Voting Meeting Date: 09/25/25

Executive Summary:

Presenter: CA

Recommendation:
Approve.

Purpose of Request:
Approve the September 11, 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? 2025-09-25

Approvals:

Approve	Attorney	Administration	Clerk
AD	JL	AD	AD

Attachments:

9-11-2025 VM 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, September 11, 2025 - 06:00 PM**

Call to Order

Chairman Gibbs at 6:00 p.m.

Present:

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

Also present were County Administrator Zach Propes, Assistant County Administrators Casey Ramsey and John Gentry, Deputy Commission Clerk Ana Dominguez, and Interim County Attorney Justin Lawhon

Commissioner Powell was absent.

Approve Agenda

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

Commissioner Cooper — aye

Commissioner Powell — absent

Chairman Gibbs — aye

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

Invocation

1 Commissioner Gregg Poole

Pledge

2 Commissioner Kathy Cooper

Public Comments

The following people addressed the Board:

Len Palmer Davis, 5429 Pleasant Hill Lane, Gainesville

Proclamation/s

Ms. Dominguez addressed the Board and introduced the proclamation.

- 3 Approve the proclamation recognizing September 2025 as National Preparedness Month.

Commissioner Cooper presented Emergency Management Director Zachary Brackett and staff members Caleb Johnson and Bridget Iwankow with the Proclamation.

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

Commissioner Cooper — aye

Commissioner Powell — absent

Chairman Gibbs — aye

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

Consent Agenda

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

Commissioner Cooper — aye

Commissioner Powell — absent

Chairman Gibbs — aye

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

- 4 Approve the September 8, 2025 Work Session minutes.

- 5 Approve September 8, 2025 Executive Session minutes.

- 6 Approve the August 28, 2025 Voting Meeting minutes.

- 7 Approval and authorization for the Chairman to execute an Intergovernmental Agreement with the City of Gainesville for road maintenance of a section of Old Cornelia Highway, which is currently maintained by Hall County, subject to review and approval by the County Attorney.
- 8 Approve the annual contract for GovOS Comprehensive Real Estate Records Management System for the Clerk of Superior Court to GovOS Inc. of Austin, TX. The estimated annual cost is \$90,000.00.
- 9 Approve the purchase of two (2) new 2025 Ford F-150 Trucks for Parks & Leisure Services to Akins Ford Dodge Chrysler Jeep of Winder, GA, in the amount of \$100,697.20.
- 10 Approval and authorization for the Chairman to execute a Memorandum of Understanding and Subdivision Participation Form agreeing to Hall County's participation in a National Opioid Governmental Entity Settlement Agreement ("Opioid Settlement") involving Purdue Pharma L.P. & Sackler Family in Case No. 19-23649-shl in the United States Bankruptcy Court for the Southern District of New York, and any all additional documents necessary to effectuate the Opioid Settlement, and ratification of all actions taken to date concerning the same, subject to review and approval by the County Attorney.
- 11 Approval and authorization for the Chairman to execute a Subdivision Participation Form agreeing to Hall County's participation in a National Opioid Settlement Agreement with Sandoz, dated August 31, 2023, ("Sandoz Settlement"), as an Eligible Entity as defined in the Sandoz Settlement, and any and all additional documents necessary to effectuate the settlement, and ratification of all actions taken to date concerning the same, subject to review and approval by the County Attorney.
- 12 Approve the renewal of the agreement with ADP, Inc. for the purpose of providing payroll services for all County departments, and authorization for the Chairman to execute any necessary documents to effectuate the renewal; subject to the review and approval by the County Attorney. The estimated annual cost is \$382,423.00.
- 13 Approve the application and award for the FY 2027 Georgia Department of Transportation Section 5303 Program Metropolitan Planning Grant for the Gainesville-Hall Metropolitan Planning Organization (MPO) to aid in regional transportation planning in the amount of \$145,897.50, and if awarded, appoint the Grants Manager as the Program Designee, and authorize the Chairman to execute all related application and award documents. A 10% cash match is required.
- 14 Approve the Employment Agreement for the Director of Public Works & Utilities.
- 15 Approve the annual renewal of the contract for GIS Software Licensing for Planning & Zoning to Environmental Systems Research Institute, Inc. (ESRI) of Redlands, CA. The estimated annual cost is \$50,776.30.
- 16 Approve the award of Task Order #2026-013 FY26 Base and Paving of 7.18 Miles of Various Hall County Roads for Public Works & Utilities to Allied Paving Contractors, Inc. of Pendergrass, GA, in the amount of \$1,702,721.89.

- 17 Approve the acceptance of a \$75,165.00 Guaranty Performance/Maintenance Agreement for streets, stormwater management facilities and sidewalks in Sherwood Square Phase 2 Subdivision. Commission District 1.
- 18 Approval and authorization for the Chairman and Board of Commissioners to execute a resolution authorizing the exercise of the power of eminent domain, for public road purposes, with regard to the White Sulphur Road Phase II Realignment Project, Parcels 1 and 3, Hall County Tax Parcel Numbers 15020A000009 and 15020A000008, also known as 3330 White Sulphur Road and 3346 White Sulphur Road, presently owned by Carol Ann Brown and Scott Gaines Puckett as Trustees and William and Patricia Puckett Irrevocable Trust, and further authorization for the Chairman to execute any and all additional documents necessary to effectuate the exercise of the power of eminent domain with regard to such parcels, subject to review and approval by the County Attorney. Commission District 3.
- 19 Approval and authorization for the Chairman and Board of Commissioners to execute a resolution authorizing the exercise of the power of eminent domain, for public road purposes, with regard to the White Sulphur Road Phase II Realignment Project, Parcels 2, 4, and 5, Hall County Tax Parcel Numbers 150019000109, 15019A002105A, and 15020A000008B, and also known as White Sulphur Road, 3355 White Sulphur Road, and 3354 White Sulphur Road, presently owned by Neva C. Latty and Kevin Ward Coley as Trustees of the Wiley Heyward Coley Irrevocable Trust, and further authorization for the Chairman to execute any and all additional documents necessary to effectuate the exercise of the power of eminent domain with regard to such parcels, subject to review and approval by the County Attorney. Commission District 3.
- 20 Approve the purchase of one (1) new 2025 Ford Transit High Roof 350 Passenger Van to Billy Howell Ford of Cumming, GA, in the amount of \$66,496.00.

Other Business - Financial Services

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

- 21 Approve the Tax Levy Resolution setting the millage rates for 2025.

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

Mr. Samples discussed the following information regarding the proposed millage rates:

- *FY 2026 Proposed Millage Rates:*
 - *General Fund - 3.227 mills*
 - *Fire Services Unincorporated - 2.400 mills*
 - *Fire Services Incorporated - 3.880*
 - *Emergency Services - 0.571 mills*
 - *Development Services - 1.180 mills*
 - *Parks & Leisure Services - 1.180 mills*
 - *Total Unincorporated Services - 7.815 mills, which includes a full rollback*
- *Hall County Schools M&O Rate: 14.990 mills*
- *Hall County Schools Debt Service: 1.000 mills*

Commissioner Stowe/Commissioner Cooper — Vote: 4 to 0

Commissioner Cooper — aye

Commissioner Powell — absent

Chairman Gibbs — aye

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

- 22 Approve the adoption of the Tax Levy Resolution for the Hall County School District for 2025.

Commissioner Stowe/Commissioner Poole — Vote: 4 to 0

Commissioner Cooper — aye

Commissioner Powell — absent

Chairman Gibbs — aye

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

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

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

- 23 **5401 Old Winder Highway | Rezone** | from Agricultural Residential 1 (AR-1) to Light Industrial (I-1) | on a 194.10± acre portion of a tract located on the east side of Old Winder Highway at its intersection with Pleasant Hill Lane | Zoned AR-1; Tax Parcel 15039A000007(pt) | **Proposed use: Industrial park** | Commission District 1 | **K2P Land Partners, LLC, applicant**

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

Commissioner Cooper/Commissioner Stowe — approve tabling item 23 until the October 7, 2025 Voting Meeting — Vote: 3 to 0

Commissioner Cooper — aye

Commissioner Powell — absent

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

- 24 **5401 Old Winder Highway | Rezone** | from Agricultural Residential 1 (AR-1) to Residential Multi-Family (R-MF) | on a 84.30± acre portion of a tract located on the east side of Old Winder Highway at its intersection with Pleasant Hill Lane | Zoned AR-1; Tax Parcel 15039A000007(pt) | **Proposed use: 700 unit residential development** | Commission District 1 | **K2P Land Partners, LLC, applicant**

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

Commissioner Cooper/Commissioner Stowe — approve tabling item 24 until the October 7, 2025 Voting Meeting — Vote: 3 to 0

Commissioner Cooper — aye

Commissioner Powell — absent

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

- 25 **4745 Cagle Mill Road | Rezone** | from Agricultural Residential 1 (AR-1) to Planned Industrial Development (PID, GCOD) | on a 10.57± acre portion of a tract located on the east side of Cornelia Highway (GA-365) approximately 4,970 feet from its intersection with Cagle Road | Zoned AR-1; Tax Parcel 15007000254(pt) | **Proposed Use: Industrial uses** | Commission District 3 | **BCBTR, LLC, applicant**

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

Commissioner Poole/Commissioner Stowe — approve tabling item 25 until the December 11, 2025 Voting Meeting — Vote: 3 to 0

Commissioner Cooper — aye

Commissioner Powell — absent

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

- 26 **4745 Cagle Mill Road, 4673 & 4691 Noah Martin Drive | Rezone |** from Agricultural Residential 1 (AR-1) to Residential Mixed (R-X) | on a combined 130.84± acre tract located on the west side of Cagle Mill Road at its intersection with Noah Martin Drive | Zoned AR-1; Tax Parcels 15007 000254(pt), 15019 000114 & 000043 | **Proposed Use: 323-unit residential development |** Commission District 3 | **BCBTR, LLC, applicant**

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

Commissioner Poole/Commissioner Cooper — approve tabling item 26 until the December 11, 2025 Voting Meeting — Vote: 3 to 0

Commissioner Cooper — aye

Commissioner Powell — absent

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

- 27 **7051 Ransom Free Road | Rezone |** from Agricultural Residential 1 (AR-1) to Agricultural (AG-1) | on a 15.45± acre tract located on the south side of Ransom Free Road, approximately 1,653 feet from its intersection with Perry Parks Road | Zoned AR-1; Tax Parcel 11001 000003A | **Proposed use: Second dwelling |** Commission District 3 | **Katherine Kesterson, applicant**

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

The following people addressed the Board:

Favor:

- *Pat Garner, 81 Crown Pointe, Dawsonville*

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

Commissioner Cooper — aye

Commissioner Powell — absent

Chairman Gibbs — aye

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

- 28 **7537 Chestatee Lane | Special Use** | minor subdivision | on a 6.55± acre tract located on the southeast side of Chestatee Lane, approximately 510 feet from its intersection with Point Spence Drive | Zoned R-1; Tax Parcel 11155 000089A | **Proposed use: Minor subdivision** | Commission District 2 | **Ethan Shirley, applicant**

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

The following people addressed the Board:

Favor:

- Ethan Shirley, 6242 Thompson Bridge Road, Dahlonega*

Commissioner Stowe/Commissioner Cooper — approve with the four (4) conditions listed below — Vote: 3 to 0

Commissioner Cooper — aye

Commissioner Powell — absent

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

Conditions:

- 1. The property shall be developed in accordance with the site plan dated March 26, 2025, and as described in the project narrative dated June 4, 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 five (5) single-family residential lots in accordance with the requirements of the Residential 1 (R-1) zoning district as detailed in Section 4.3 and Table 4.3.1. of the Unified Development Code of Hall County.*
- 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 state regulations or 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 as part of any plats or construction plans created for the property.*

County Administrator

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

- Expressed gratitude towards the Board of Commissioners, Financial Services, Tax Assessors, Tax Commissioners Office and Communications on millage rates being adopted despite challenges delaying the process. Stated that if anyone has any questions regarding their notice of assessments to reach out to Hall County.*
- Highlighted that 11 out of 12 years there has been a rollback in the General Fund Millage Rate and it is due to the level of strategic investment in the community through budget and programs like sales taxes that help drive that initiative. It would not be possible to accomplish without the Board's great leadership and financial prudence with the County's assets.*

Commission Time

Commissioner Gregg Poole, District 3, stated that the political environment we are in is tragic. We can agree to disagree and learn to still love each other despite it. We should learn to get along.

Chairman David Gibbs stated that we don't have to agree on everything because that is the beauty of freedom. Not everyone will like what we (Board) do but they do it because they feel like it's the right thing to do. Stated he is going to do what is right for the people of Hall County and the Hall County, as it is what he was elected to do.

Adjourn

Commissioner Poole/Commissioner Stowe — adjourn at 6:31 p.m. — Vote: 4 to 0

Commissioner Cooper — aye

Commissioner Powell — absent

Chairman Gibbs — aye

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (09/22/25)
REPORT TO: Voting Meeting (09/25/25)
ITEM NO: 594/2025
SUBJECT: Approve the September 22, 2025 Work Session minutes.

Meetings:

Work Session Date: 09/22/25 **Voting Meeting Date:** 09/25/25

Executive Summary:

Presenter: CA
Recommendation:
Approve.

Purpose of Request: Approve the September 22, 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? 2025-09-25

Approvals:

Approve	Attorney	Administration	Clerk
AD	JL	AD	AD

Attachments:

9-22-2025 WS 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, September 22, 2025 - 03:00 PM**

Call to Order

Chairman Gibbs at 3:00 p.m.

Present:

Chairman David Gibbs, Vice-Chairman Jeff Stowe and Commissioner Kathy Cooper and Gregg Poole

Also present were County Administrator Zach Propes, Assistant County Administrator John Gentry, Deputy Commission Clerk Ana Dominguez and Interim County Attorney Justin Lawhon

Commissioner Powell was absent.

Community Services and Parks

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

1. Approve the application of the EPD GA Solid Waste Trust Fund (SWTF) FY 2026 Tire Products Grant for the Hall County Parks and Leisure Services in the amount of \$84,000.00, and if awarded, appoint the Grants Manager as the Program Designee, and authorize the Chairman to execute all related application and award documents. No match is required.

Consent

County Attorney

Mr. Lawhon addressed the Board.

- 2 Approval and authorization for the Chairman to execute a Memorandum of Understanding and Combined Subdivision Participation and Release Form agreeing to Hall County's participation in eight (8) National Opioid Governmental Entity Settlement Agreements with Secondary Manufacturers ("Opioid Settlements"), which will settle Hall County's claims as a Participating Entity against Alvogen Inc., Apotex Corp., Amneal Pharmaceuticals LLC, Hikma Pharmaceuticals USA Inc., Indivior Inc., Viatris Inc. ("Mylan"), Sun Pharmaceutical Industries Inc., and Zydus Pharmaceuticals (USA) Inc., and any and all additional documents necessary to effectuate the Opioid Settlement, and ratification of all actions taken to date concerning the same, subject to review and approval by the County Attorney.

Consent

District Attorney's Office

Lee Darragh, District Attorney, addressed the Board.

- 3 Approve the continuation award and any supplemental funding of the FY 2026 Victims of Crime Act (VOCA) Grant for the District Attorney's Office to provide direct support to crime victims in the amount of \$87,310.00, and if awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. No match is required.

Consent

Fire Rescue

Jerry Smith, Fire Chief, addressed the Board.

- 4 Approve the award of IFB #018-46 Fire Station #8 Bay Door Replacement for Fire Rescue to Top Notch Dock & Door of Flowery Branch, GA in the amount of \$51,843.44.

Consent

- 5 Approve the purchase to remount three (3) Osage ambulances for Fire Rescue to Ten-8 Fire and Safety, LLC of Bradenton, FL, in the amount of \$1,073,481.00.

Consent

Planning & Zoning

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

- 6 **2614 Old Cornelia Highway | Rezone** | from Agricultural Residential 1 (AR-1) to Light Industrial (I-1) | on a 13.17± acre tract located on the south side of Old Cornelia Highway, approximately 300 feet from its intersection with Shady Valley Road | Zoned AR-1; Tax Parcel 15021A000032 | **Proposed use: Heavy equipment storage** | Commission District 3 | **Brayden Carter Brock, LLC, applicant**
- 7 **2630 Old Cornelia Highway | Rezone** | from Suburban Shopping (S-S) to Light Industrial (I-1) | on a 0.91± acre tract located on the south side of Old Cornelia Highway, approximately 490 feet from its intersection with Shady Valley Road | Zoned S-S; Tax Parcel 15021A000031A | **Proposed use: Sign manufacturing and printing business** | Commission District 3 | **Brayden Carter Brock, LLC, applicant**
- 8 Public Hearing to change the name of an approximately 0.60 mile segment of roadway from White Sulphur Road to Cagle Road beginning south of Sargent Road to Big Oak Road | Commission District 3 | **County staff, applicant**

Public Works and Utilities

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

- 9 Approve the award of IFB #019-46 Relocate Sanitary Sewer Forcemain Pipe at Howard Road for Public Works and Utilities to Kytel Backhoe & Construction, LLC of Lula, GA in the amount of \$232,594.11.

Consent

Solicitor of State Court

Inez Grant, Solicitor General, addressed the Board.

- 10 Approve the continuation award and any supplemental funding of the FY 2026 Victims of Crime Act (VOCA) Grant for the Solicitor's Office to provide direct support to crime victims in the amount of \$125,741.00, and if awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. No match is required.

Consent

Tax Assessors

Steve Watson, Chief Appraiser, addressed the Board.

- 11 Approve the software purchase agreement for homestead auditing and administration for the Tax Assessors Office to The Exemption Project, Inc. (dba TrueRoll) of Chicago, IL. Estimated annual cost is \$81,076.00.

Consent

County Administrator

Mr. Propes addressed the Board and stated the following:

- *Presented a 'WIN' video highlighting School Safety and thanked Emergency Management, 911, Fire Rescue and Sheriffs Office School Resource Officers for their work.*

Public Comments

The following people addressed the Board:

- *Susan Smith, 4345 Chamblee Road, Oakwood*
- *Jodi White, 5166 Whitehall Road, Gainesville*
- *Mandy Harris, 1459 Douglas Drive, Gainesville*

Commission Time

Commissioner Gregg Poole, District 3, stated that regarding data centers there are utility studies done that we dont have the foresight, nor the knowledge to say if the power consumption is there. If the Board of Commissioners approves to pass something but they dont get approval from power, water or gas, the project is dead. Stated that perhaps those types of items should have a commital before they come in front of the Board.

Executive Session

Commissioner Poole/Commissioner Stowe — to go into Executive Session at 3:30 p.m. — Vote: 4 to 0

Commissioner Cooper — aye

Commissioner Powell — absent

Chairman Gibbs — aye

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

- 12 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 Stowe/Commissioner Poole — to adjourn the Executive Session at 3:42 p.m. — Vote: 4 to 0

Commissioner Cooper — aye

Commissioner Powell — absent

Chairman Gibbs — aye

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

Adjourn

Chairman Gibbs adjourned the meeting at 3:42 p.m.



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (09/22/25)
REPORT TO: Voting Meeting (09/25/25)
ITEM NO: 595/2025
SUBJECT: Approve the September 22, 2025 Executive Session minutes.

Meetings:

Work Session Date: 09/22/25

Voting Meeting Date: 09/25/25

Executive Summary:

Presenter: CA
Recommendation:
Approve.

Purpose of Request:
Approve the September 22, 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? 2025-09-25

Approvals:

Approve	Attorney	Administration	Clerk
AD	JL	AD	AD

Attachments:



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (09/22/25)

REPORT TO: Voting Meeting (09/25/25)

ITEM NO: 578/2025

SUBJECT: Approve the application of the Environmental Protection Division of Georgia Solid Waste Trust Fund (SWTF) FY 2026 Tire Products Grant for the Hall County Parks and Leisure Services in the amount of \$84,000.00, and if awarded, appoint the Grants Manager as the Program Designee, and authorize the Chairman to execute all related application and award documents. No match is required.

Meetings:

Work Session Date: 09/22/25

Voting Meeting Date: 09/25/25

Executive Summary:

Presenter: BH

Recommendation:
Approve

Purpose of Request:

Approve the application of the Environmental Protection Division of Georgia Solid Waste Trust Fund (SWTF) FY 2026 Tire Products Grant for the Hall County Parks and Leisure Services in the amount of \$84,000.00, and if awarded, appoint the Grants Manager as the Program Designee, and authorize the Chairman to execute all related application and award documents. No match is required.

History:

Facts and Issues:

The Parks and Leisure Office is submitting an application to request the replacement of the current rubber mulch surface at the playground located at Cherokee Bluffs Park. We propose installing Tire-Derived Polymer (TDP) surfacing as an improved solution to offer better safety, accessibility, maintenance, and longevity.

Options:

Funding Requested

\$ 0.00

Are funds within current budget?

Yes

Source of Funds

State / Grant Funding

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
SG	BH	BH	PS
Budget	Finance	Attorney	Administration
JM	TS	JL	CR
Clerk			
AD			

Attachments:

Application Signature Page

Project Narrative

SWTF Tire Grant Program Summary

SWTF Tire Grant Overview



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

AGENDA ITEM 578/2025

Funds Requested: \$ 0.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

State / Grant Funding

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	250-MULTIPLE GRANT FUND	6210-PARKS AND LEISURE SERVICES	334110-STATEâ€OPERATING DIRECT	\$-84,000.00
2026	250-MULTIPLE GRANT FUND	6210-PARKS AND LEISURE SERVICES	521000-PROFESSIONAL SERVICES	\$84,000.00

Budget Transfer Items:

Additional Information/Comments:

Application is due September 30, 2025 and is currently being finalized for submission.

Contact for Questions: BH

Phone: 678-997-5823

SWTF Grant Program Application Signature Page

SWTF Grant (select one):

- ☐ Recycling and Waste Diversion Grant
- ☒ Tire Products Grant
- ☐ Scrap Tire Abatement Reimbursement Grant

FY26 GA DNR Tire Grant:

Project Title: Cherokee Bluffs Park Playground Resurfacing Project

Local Government Entity (Applicant): Hall County, Georgia

I, undersigned authorized representative of the applicant, certify that to the best of my knowledge, the information contained herein is true and correct, the document and project has been duly authorized by the governing body of the applicant, and, if funded, the applicant will carry out the implementation steps in the manner described in this application. I also certify that the applicant shall maintain accounting records in accordance with generally accepted government accounting principles and that the funds awarded will be included in those audits or financial statements that cover all or part of the project duration period noted in the application.

Official Signature

(Responsible Official only)

Date

David Gibbs

Name *(Print)*

Commission Chairman

Title

FY26 GA DNR Tire Grant Cherokee Bluff Playground Resurfacing Project

Project Narrative

Project Description

- Briefly describe your overall project, including project location

Cherokee Bluffs Park, located in Flowery Branch, is a 168-acre public park in southern Hall County, Georgia, offering a range of outdoor recreational activities. Visitors can enjoy multiuse trails, open fields, an amphitheater, picnic areas, a dog park, and a playground. The park not only provides modern amenities but also shares a deep historical connection to Hall County's past.

In the early 1800s, this area was home to the Cherokee Indians, the largest Native American tribe in the United States. The park gets its name from the natural rock cliffs or "bluffs," which were once used by the Cherokee for shelter. As settlers flocked to the area after Hall County was founded in 1818, they were drawn by the potential for cotton agriculture and the discovery of gold, which increased the region's appeal.

However, between 1838 and 1839, the tragic episode known as the Trail of Tears unfolded, when the state of Georgia forcibly removed the Cherokee Indians from their ancestral lands, relocating them to the Indian Territory (present-day Oklahoma). This forced migration was marked by great hardship and loss.

Cherokee Bluffs Park serves as a reminder of both the rich natural resources and the profound history of the land, honoring the memory of its earliest inhabitants while providing a space for community and recreation today.

The park, which first opened in late 2015, has become a year-round destination known for its natural beauty and historical significance, attracting families, nature enthusiasts, and historians alike. Due to the parks' ongoing popularity, regular maintenance is essential. Currently, the playground's surface has deteriorated and needs to be replaced.

Needs & Purpose

- Describe the need and purpose of the project

Cherokee Bluffs Park in Hall County, Georgia, is a heavily utilized community resource, offering recreational opportunities for children and families throughout the year. The

current playground surface has deteriorated due to natural wear, weather exposure, and high usage leading to uneven areas, reduced shock-absorption, and increased maintenance concerns. These conditions present potential safety hazards for children and limit accessibility for individuals with mobility challenges.

To address these critical concerns, there is an immediate need to replace the existing playground surfacing with Tire Derived Product (TDP) poured-in-place rubber surfacing. TDP surfacing meets current safety standards for impact reduction, increases accessibility for users of all abilities, and requires less ongoing maintenance compared to traditional loose-fill materials. By replacing the aged surface with TCP, Hall County Parks & Leisure will enhance safety, accessibility, and the overall user experience at Cherokee Bluffs Park, ensuring the playground remains a vibrant and inclusive gathering space for the community.

Community Served

- Describe how the project benefits the community

Cherokee Bluffs Park, located in Hall County, Georgia, stands as a vibrant community asset that brings a wide range of benefits to residents and visitors alike. Spanning over 168 acres near Flowery Branch, this public park offers significant recreational space. It is the essential resource that supports the health and connection of the community while preserving the natural environment.

Primarily, Cherokee Bluffs Park provides crucial recreational opportunities for all ages. The park features well-maintained walking and biking trails, a playground, dog park, open green spaces, and scenic picnic pavilions. These amenities foster active lifestyles, improve mental health, and promote community togetherness. Additionally, educational programs and activities are regularly hosted at the park's Amphitheatre further enhancing its value as a community resource.

Environmentally, Cherokee Bluffs serves as a sanctuary for native vegetation and wildlife, offering a preserved green space in a rapidly urbanizing region. The park's dedication to natural beauty not only enriches Hall County's local ecosystem but also provides opportunities for environmental education.

Cherokee Bluffs Park is a venue for social gatherings, community events, and sporting activities, helping to build strong neighborhood bonds. Its accessibility to residents from Flowery Branch, as well as greater Hall County, with a population of over 200,000, means it

regularly serves thousands of citizens each year. Whether hosting family outings, civic events, or school field trips, the park meets a broad spectrum of community needs.

Utilization & Metrics:

- Describe the tire-derived product(s) (TDP) your project will utilize

Poured in place rubber surfacing, made in part from tire derived products, is an increasingly popular choice for playgrounds and recreational areas. At Cherokee Bluff's Park in Hall County, the application of this innovative surfacing material offers a combination of safety, durability, and environmental responsibility. The rubber surface works by grinding recycled tires into a crumb and glue mixture. The mixture is then poured and spread out as it hardens into a smooth, soft surface. The resilient surface absorbs impact better than concrete or asphalt, reducing injuries.

A key advantage of using tire derived products is their positive impact on safety. The poured in place rubber surfacing is specifically designed to absorb impact, reducing the risk of serious injuries from falls. To certify that safety standards are met, metrics such as Head Injury Criterion (HIC) and maximum gravitational force (Gmax) values are strictly measured. HIC scores offer an understanding of how the material's ability can absorb impact and reduce the possibility of head injuries, while Gmax values designate the surfaces overall shock absorbency. Both metrics meet federal safety guidelines set by American Society for Testing and Materials or U.S. Consumer Product Safety Commission.

The thickness of the surface, which is measured to match the fall height of the playground equipment is an important metric. Areas beneath a climbing structure may require a thicker application of the surface. In general, poured in place rubber surfacing varies in thickness from 1.5 to 5 inches, depending on the amount of safety performance desired. High-traffic areas are also calculated to ensure the thickness of the surface provides full protection.

Hall County will provide ongoing monitoring and maintenance of the rubber surfacing to ensure that Cherokee Bluffs Park remains safe, attractive, and functional for the community and its visitors. Utilization of recycled tires enhances safety but also supports broader environmental concern.

- Describe the total project cost utilizing conventional or virgin materials vs. the total project cost utilizing TDP.

Cherokee Bluffs Park playground surface requires installation for an area of 4,200 square feet. Two common options considered are wood fiber mulch and poured in place rubber surfacing. Each material has its own unique characteristics, and a notable initial cost but long-term benefits overtime.

Wood fiber mulch is known for its lower upfront cost. The average cost to cover 4,200 square feet with the appropriate safety depth is \$12,600. However, wood fiber mulch requires extensive annual maintenance and replacement to maintain its safety and appearance. With a life span of 3 years and the average annual maintenance cost of \$3,780, total project cost over a fifteen-year period accumulates to \$100,800.

Poured in place rubber surfacing is made from recycled tires and is installed as a single continuous layer. While the initial cost is much higher the annual maintenance is much lower. Installation for 4,200 square feet is estimated to cost \$84,000, but the notable durability and low maintenance requirements keep the annual cost dramatically lower. Poured in place rubber surface typically lasts up to 15 years. The total estimated maintenance for the full fifteen-year period is only \$7,500, bringing the total project cost for bonded rubber to \$91,500.

While the wood fiber mulch requires lower upfront investment, its long-term maintenance makes it more costly overall. Poured in place rubber surfacing is a much larger investment but the low maintenance and longevity make it a competitive option over a 15-year period. As of today, the replacement cost of playground surfacing with conventional material will cost \$12,600 or to utilize TDP surfacing will cost \$84,000. The difference in cost is the eligible amount for grant funding at \$71,400. Hall County seeks to provide Cherokee Bluffs Park with a playground surface that can provide lasting performance, continuous use, and the safest environment. The decision between the two surfaces is not inclusive of immediate budget constraints but also long-term use, convenience, and safety.

- Describe the number # of lbs. of TDP used for project

Poured-in-place rubber surfacing is a popular choice for playgrounds and recreational areas due to its safety, accessibility, and durability. It is made up of two layers, the base layer and the wear layer. The base layer is the bottom layer that uses recycled rubber to create padding, and the wear layer is the top layer made up of colorful rubber granules.

Cherokee Bluffs playground would require a poured-in-place rubber surfacing of 4,200 square feet. This would require an 8,400 pounds on the base layer and 12,600 on the wear

layer, totaling 21,000 pounds needed. Covering the playground with poured-in-place rubber surfacing is a long-term advantage that provides the community with a safe and accessible area for children to play.

- Describe how the TDP will be incorporated into your project

Tire Derived Products (TDP) are made from recycled rubber, mostly from used tires. For a poured-in-place rubber surface, TDP will be used as the main component in the base layer of the playground. When installing the surface, contractors will take crumb rubber made from used shredded tires. This recycled rubber will be mixed with a type of glue or binder, then poured and spread evenly over the prepared ground. The process creates a thick, soft, and cushiony layer to provide shock absorption.

After the TDP is installed as the base layer, a top layer made from colorful rubber granules is poured and smoothed out. This top layer gives the surface a finished look and adds increased durability along with weather resistance.

- Where are you sourcing the TDP and/or related services?

Hall County has received a quote from Playground Creations, located within Atlanta, GA. Playground Creations operates as a division of Architectural Design Specialties, Inc. and serves the State of Georgia for both commercial and neighborhood recreational needs. Typically, Playground Creations does not manufacture crumb rubber but sources it out from certified and established recyclers and manufactures. In Georgia and throughout the southeast of the United States, Tire-Derived Products (TDP) is commonly sourced from Liberty Tire Recycling, GroundScape Solutions, or Georgia's Local Tire Recycling Facility. Liberty Tire Recycling is one of the largest suppliers in North America. GroundScape Solutions are also known for supplying certified playground rubber surfacing across Atlanta and the southeast, but Georgia's Local Tire Recycling Facility utilizes crumb rubber from in-state scrap tire processing facilities. Georgia's Local Tire Recycling Facility is backed by the Georgia Environmental Protection Division to ensure the material is locally sourced and meets all safety and environmental standards.

Marketing and Education

- How will you share information about your project to your community?

As communities continue to seek safe, sustainable, and innovative solutions for public spaces, the use of Tire-Derived Products (TDP) for playground surfacing has become increasingly popular. Many community members may not be familiar with what TDP is,

where it comes from, or why it is beneficial. It is important to share this information and educate the community so everyone can feel informed about these improvements to local playgrounds.

One effective way that Hall County has found to spread awareness is by hosting a community meeting. Meetings give residents an opportunity to learn about TDP surfacing directly. Meeting organizers can explain what TDP is, how it is used to recycle old tires, and why it helps make playgrounds safer by providing a soft, shock-absorbing surface that meets national safety standards. Discussions can also include the environmental benefits of recycling tires and promoting sustainability within the local area.

In addition to meetings, distributing clear educational materials can help reach a wider audience. Flyers, brochures, and easy-to-read fact sheets can summarize key points about TDP surfacing. Cherokee Bluffs Park is often visited by the local schools to teach on the local area's civilization history. Utilizing this opportunity to make TDP education interactive can increase understanding throughout the community. Inviting experts such as representatives from the tire recycling company to help children understand the connection between environmental responsibility and their own play spaces can be beneficial for future generations to have a safer, greener, and more inclusive play area for everyone.

Georgia EPD's Solid Waste Trust Fund Grant Program



The Solid Waste Trust Fund (SWTF) Grant Program supports projects that reduce waste, abate and recycle scrap tires, and support statewide recycling initiatives.

Visit our website for detailed information on each grant track and instructions on how to apply using the SWTF Grant Administration Portal:

<https://epd.georgia.gov/about-us/land-protection-branch/recovered-materials-and-abatement/recovered-materials/solid-waste-0>



SWTF.Grant@dnr.ga.gov



(404) 362-2537

SWTF Grant Program Tracks

Recycling and Waste Diversion (RWD) Grant

The Recycling and Waste Diversion (RWD) Grant supports a wide range of projects, including recycling and waste diversion infrastructure, hub and spoke development, hard-to-recycle materials, recovery of additional materials, waste reduction, and innovation.

Tire Products (Tire) Grant

The Tire Products (Tire) Grant funds projects that incorporate scrap tire-derived products into paving, trail, and playground surfaces or that identify innovative uses for these products through research.

Scrap Tire Abatement Reimbursement (STAR) Grant

The Scrap Tire Abatement Reimbursement (STAR) Grant reimburses eligible applicants for the direct costs associated with recycling tires abated in their communities. Projects include right-of-way cleanups, scrap tire collection events, and illegal scrap tire site abatement projects.

Eligibility

Counties, municipalities, or any combination of the same, public authorities, agencies, commissions, or institutions are eligible to apply and receive funding.

Nonprofit or private organizations are not eligible to apply for funding; however, they may partner with eligible applicants on projects.

FY 2026 Grant Cycle

It is never too early to start planning! Reach out to EPD at swtf.grant@dnr.ga.gov anytime throughout the year to learn more about the SWTF Grant Program or to discuss project ideas.

Details on the FY 2026 grant cycle will become available Summer 2025.



GEORGIA
DEPARTMENT OF NATURAL RESOURCES

ENVIRONMENTAL PROTECTION DIVISION

Recycling and Waste Diversion Grant

The RWD Grant was first announced in state fiscal year (FY) 2023. EPD conducted outreach efforts along with the Keep Georgia Beautiful Foundation, Georgia Recycling Coalition, Association of County Commissioners, Georgia Municipal Association, and the Georgia Chapter of Solid Waste Association of North America to reach eligible entities.

In FY 2023, 42 applications were received amounting to \$14.7 million in grant award requests. EPD awarded 21 grantees a total of \$2.7 million. Projects included infrastructure developments in Dodge County and recycling equipment in the City of Chatsworth.

In FY 2024, the RWD Grant awarded a total of \$1.8 million to eight grantees. These projects included a composting program at Georgia Tech and the construction of new recycling facilities in the Cities of Johns Creek and Centerville.

In FY 2025, EPD awarded seven projects a total of \$3.1 million. These projects included the development of a Center for Hard to Recycle Materials (CHaRM) in the City of Atlanta and a Styrofoam diversion campaign on Tybee Island to prevent contamination along Georgia's coastline.

Metrics – as of April 15, 2025

Awarded RWD Grant projects have diverted over 1,800 tons of materials from Georgia's landfills. This includes:

- 429 tons of plastic
- 256 tons of cardboard/paper
- 109 tons of glass
- 40 tons of household hazardous waste
- 41 tons of hard-to-recycle materials
- 759 tons of organics that were then composted

For assistance with the RWD Grant, contact swtf.grant@dnr.ga.gov.

Dodge County

Dodge County built a facility to store and bale cardboard. This was the first recycling program in the county. The county also placed collection containers and have diverted 80 tons of cardboard.



City of Chatsworth

The City of Chatsworth built a new facility to collect and bale recyclable materials, a project which is expected to divert 279 tons of recyclable materials over the next five years.



City of Norcross

The City of Norcross hosted a hazardous waste collection event that resulted in a 20% decrease in the contamination of recycling bins. A total of 115 vehicles participated, diverting 1.4 tons.



Athens-Clarke County

The Athens-Clarke County launched Georgia's first residential compost collection program. They purchased a truck and collection carts and have composted 430 tons of organics.



Floyd County

Floyd County installed a shredder to process plastics and paper. The shredder is unique in that it can process books, a hard-to-recycle material. Floyd County has increased plastic bale weight by 40% and recycled 216 tons of books.



University of Georgia

UGA studied the recycling habits of their students to identify strategies for waste reduction. Dining halls were identified as a target, and UGA is now participating in Athens-Clarke County's composting program.



Tire Products Grant

The overwhelming success of the RWD Grant led to the development of the Tire Products (Tire) Grant, and the expansion of the Scrap Tire Abatement Reimbursement (STAR) Grant (described on the following page).

Scrap tires have long since been banned from entering Georgia's landfills, and diversion of scrap tires has been encouraged through the STAR Grant. However, EPD wanted to create a second scrap tire related grant with an emphasis on circular economy and promoting manufacturing of products made from scrap tires.

First announced in FY 2024, the Tire Grant received sixteen applications amounting to \$2.2 million in grant award requests from sixteen applicants. EPD awarded eleven projects a total of \$1.4 million. These projects included roadway paving projects in Floyd and Gwinnett Counties, a research project by Georgia Southern University, and playground renovations in the City of Cedartown.

In FY 2025, EPD awarded 11 projects a total of \$1.7 million. These projects included roadway paving projects in Meriwether and Paulding counties and accessible playground resurfacing projects in multiple counties and school districts.

Metrics – as of April 15, 2025

The Tire Grant has awarded:

- 12 pour-in-place playground or sports field projects
- 6 roadway/paving projects
- 3 pour-in-place walkway projects
- 1 research project

These projects have utilized 73 tons of tire-derived products, which is equivalent to 6,500 passenger tires.

For assistance with the Tire Grant, contact swtf.grant@dnr.ga.gov.

City of Douglasville

The City of Douglasville resurfaced an alleyway located in the city's historic downtown using 7 tons of tire-derived products, providing a sustainable solution to erosion problems.



Georgia Southern University

Georgia Southern University is researching options to increase the percentage of tire-derived materials used in asphalt. The results of their study will be shared with the tire industry.



Floyd County

Floyd County repaved a section of road using 3.6 tons of tire-derived products, making the road safer for residents. Floyd County is the only community to participate in all three SWTF Grants in the same year.



Moultrie Colquitt

Moultrie-Colquitt County installed surfacing and swing mats across the county using 13 tons of tire-derived products, creating an ADA accessible playground.



Gwinnett County

Gwinnett County resurfaced a section of a highly traveled road using 1 ton of tire-derived products, providing an efficient and sustainable solution for a road in disrepair.



Fulton County Schools

Fulton County Schools created an ADA-accessible playground using 5 tons of tire-derived products. EPD attended the ribbon cutting facilitated by Fulton County Schools.



City of Cedartown

The City of Cedartown installed pour-in-place surfacing using 6 tons of tire-derived products, creating an ADA-accessible playground.



Scrap Tire Abatement Reimbursement Grant

The STAR Grant funds the removal, transportation, and processing of scrap tires cleaned up from right-of-way cleanups, scrap tire collection events, and illegal scrap tire site abatement projects.

Unlike the RWD and Tire Grants, the STAR Grant is noncompetitive and accepts applications all year round. Eligible applicants may receive up to the maximum cap of funding per state FY. The cap is currently set at \$75,000. EPD periodically reevaluates the cap and adjusts for inflation.

Metrics – As of April 15, 2025

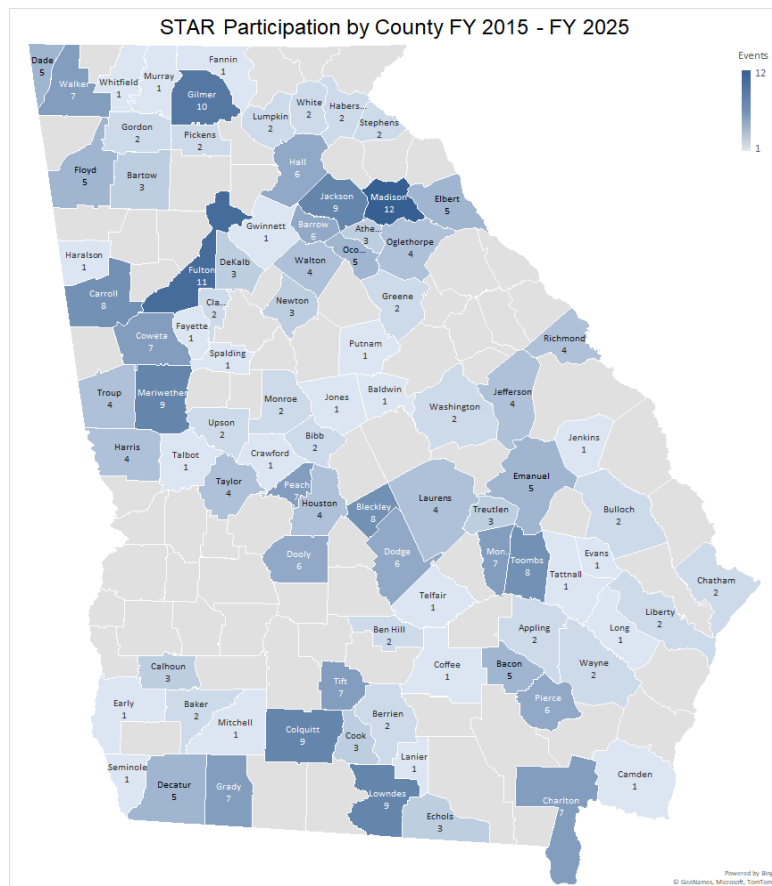
Reimbursements to local governments participating in the STAR Grant have more than doubled since FY 2021.

- FY 2021 - \$325,582 in reimbursements & 1,740 tons of scrap tires recycled
- FY 2022 - \$650,926 in reimbursements & 2,562 tons of scrap tires recycled
- FY 2023 - \$676,933 in reimbursements & 2,291 tons of scrap tires recycled
- FY 2024 - \$730,404 in reimbursements & 2,496 tons of scrap tires recycled

EPD estimates reimbursing \$1.5 million to recycle 5,900 tons of scrap passenger tires based on applications processed for FY 2025.

Another way EPD supports local governments with scrap tire abatement is through statewide abatement contracts. EPD procures contracts to clean up illegal scrap tire sites throughout the state. This saves entities from having to expend time, money, and other resources to clean up these sites in their communities. Between FY 2021 and FY 2025, EPD has abated and recycled 185,876 passenger tires at 53 sites throughout the state, saving entities \$829,979.

For assistance with the STAR Grant, contact epd.star@dnr.ga.gov.



Since its start in FY 2015, the STAR Grant has awarded \$4.3 million to entities for a total of 363 projects, resulting in the removal and recycling of 1,583,850 passenger tires statewide.

Grady County

Grady County held a scrap tire collection event in January 2025. This event was Grady County's ninth time participating in the STAR Grant, and they removed and recycled 195 tons of passenger tires.



City of Savannah

The City of Savannah conducted a right-of-way clean-up project throughout FY 2024 which removed and recycled 297 tons of passenger tires from along the city's roads.



Carroll County

Carroll County held a scrap tire collection event in November 2024. This event was Carroll County's tenth time participating in the STAR Grant. They removed and recycled 23 tons of passenger tires.



Georgia EPD's

Tire Products Grant



The Tire Products (Tire) Grant furthers the goals for the SWTF by providing financial support to projects in Georgia to reduce solid waste, support manufacturing and market development for scrap tires, and encourage innovation.

Visit our website for detailed information on the RWD Grant, grant cycle timelines, and guidance on how to apply:

<https://epd.georgia.gov/about-us/land-protection-branch/recovered-materials-and-abatement/recovered-materials/tire-products>



SWTF.Grant@dnr.ga.gov



(404) 362-2537

Tire Products Grant Tracks

There are two project tracks eligible for Tire Grant funding. Applicants must choose the project track and may not apply for more than one in the same grant cycle.

Tire-derived Products

Eligible projects utilize tire-derived products (TDP) in place of virgin materials. Awarded grant funds pay for direct costs related to the incorporation of TDP and associated services into projects. TDP may be used in projects including, but not limited to:

- Paving
- Poured playgrounds or trails
- Mats, pavers, and tiles
- Courts for schools or parks
- Traffic related products

Research of New and/or Innovative Uses for Scrap Tires

Eligible projects include those that identify innovative uses and/or conduct research, tests, or develop beneficial uses or products derived from scrap tires.

Eligibility

Local government entities, including counties, municipalities, or any combination of the same, public authorities, agencies, commissions, or institutions are eligible to apply and receive funding.

Tire Products Grant Portal

All applicants must apply through the SWTF Grant Program Administration Portal, an online grant management platform. Visit our website for guidance on how to apply through the Portal.



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (09/22/25)

REPORT TO: Voting Meeting (09/25/25)

ITEM NO: 575/2025

SUBJECT: Approval and authorization for the Chairman to execute a Memorandum of Understanding and Combined Subdivision Participation and Release Form agreeing to Hall County's participation in eight (8) National Opioid Governmental Entity Settlement Agreements with Secondary Manufacturers ("Opioid Settlements"), which will settle Hall County's claims as a Participating Entity against Alvogen Inc., Apotex Corp., Amneal Pharmaceuticals LLC, Hikma Pharmaceuticals USA Inc., Indivior Inc., Viatrix Inc. ("Mylan"), Sun Pharmaceutical Industries Inc., and Zydus Pharmaceuticals (USA) Inc., and any and all additional documents necessary to effectuate the Opioid Settlement, and ratification of all actions taken to date concerning the same, subject to review and approval by the County Attorney.

Meetings:

Work Session Date: 09/22/25

Voting Meeting Date: 09/25/25

Executive Summary:

Presenter: J

Recommendation:
Approve

Purpose of Request:

History:

Approval and authorization for the Chairman to execute a Memorandum of Understanding and Combined Subdivision Participation and Release Form agreeing to Hall County's participation in eight (8) National Opioid Governmental Entity Settlement Agreements with Secondary Manufacturers ("Opioid Settlements"), which will settle Hall County's claims as a Participating Entity against Alvogen Inc., Apotex Corp., Amneal Pharmaceuticals LLC, Hikma Pharmaceuticals USA Inc., Indivior Inc., Viatrix Inc. ("Mylan"), Sun Pharmaceutical Industries Inc., and Zydus Pharmaceuticals (USA) Inc., and any and all additional documents necessary to effectuate the Opioid Settlement, and ratification of all actions taken to date concerning the same, subject to review and approval by the County Attorney.

The State of Georgia has negotiated the Opioid Settlements with the Third Wave Secondary Manufacturers named, and in order to participate in the settlements, Hall County must sign a Memorandum of Understanding and Combined Subdivision Participation and Release Form.

Facts and Issues:

Proposed nationwide settlement agreements ("Opioid Settlements") have been reached that would resolve opioid litigation brought by the states, local political subdivisions, and special districts against eight opioid manufacturers, Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus (the "Manufacturers"). The Opioid Settlements require the settling Manufacturers to pay hundreds of millions of dollars to abate the opioid epidemic. The Opioid Settlements will provide a maximum of approximately \$720 million in cash to participating states and subdivisions to remediate and abate the impacts of the opioid crisis. The Opioid Settlements will provide funds to Hall County, as a participating entity, to assist with the County's response to the opioid crisis.

Options:

The County must make an election to participate in the Opioid Settlements. An election to participate in the settlements will allow the County to receive its portion of settlement funds from the manufacturers.

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?

2025-09-25

Approvals:

Submit	Budget	Finance	Attorney
JL	JM	TS	JL
Administration		Clerk	
CR		AD	

Attachments:

Combined Subdivision Participation and Release Form
Memorandum of Understanding

EXHIBIT K

Secondary Manufacturers' Combined Subdivision Participation and Release Form **("Combined Participation Form")**

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to each of the settlements which are listed in paragraph 1 below (each a "Secondary Manufacturer's Settlement" and collectively, "the Secondary Manufacturers' Settlements"), and acting through the undersigned authorized official, hereby elects to participate in each of the Secondary Manufacturers' Settlements, release all Released Claims against all Released Entities in each of the Secondary Manufacturers' Settlements, and agrees as follows.

1. The Participating Entity hereby elects to participate in each of the following Secondary Manufacturers' Settlements as a Participating Entity:
 - a. Settlement Agreement for Alvogen, Inc. dated April 4, 2025.
 - b. Settlement Agreement for Apotex Corp. dated April 4, 2025.
 - c. Settlement Agreement for Amneal Pharmaceuticals LLC dated April 4, 2025.
 - d. Settlement Agreement for Hikma Pharmaceuticals USA Inc. dated April 4, 2025.
 - e. Settlement Agreement for Indivior Inc. dated April 4, 2025.
 - f. Settlement Agreement for Viatris Inc. ("Mylan") dated April 4, 2025.
 - g. Settlement Agreement for Sun Pharmaceutical Industries, Inc. dated April 4, 2025.
 - h. Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. dated April 4, 2025.
2. The Governmental Entity is aware of and has reviewed each of the Secondary Manufacturers' Settlements, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in each of the Secondary Manufacturers' Settlements, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in each of the Secondary Manufacturers' Settlements and become a Participating Subdivision as provided in each of the Secondary Manufacturers' Settlements.
3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in each of the Secondary Manufacturers' Settlements. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity

authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of the manufacturers listed in paragraph 1 above substantially in the form found at <https://nationalopioidsettlement.com/additional-settlements/>.

4. The Governmental Entity agrees to the terms of each of the Secondary Manufacturers' Settlements pertaining to Participating Subdivisions as defined therein.
5. By agreeing to the terms of each of the Secondary Manufacturers' Settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through each of the Secondary Manufacturers' Settlements solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court and agrees to follow the process for resolving any disputes related to each Secondary Manufacturer's Settlement as described in each of the Secondary Manufacturers' Settlements.¹
8. The Governmental Entity has the right to enforce each of the Secondary Manufacturers' Settlements as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in each of the Secondary Manufacturers' Settlements, including without limitation all provisions related to release of any claims,² and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in each of the Secondary Manufacturers' Settlements in any forum whatsoever. The releases provided for in each of the Secondary Manufacturers' Settlements are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in each of the Secondary Manufacturers' Settlements the broadest possible bar against any liability relating in any

¹ See Settlement Agreement for Alvogen, Inc. Section VII.F.2; Settlement Agreement for Apotex Corp. Section VII.F.2; Settlement Agreement for Amneal Pharmaceuticals LLC Section VII.F.2; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section VII.F.2; Settlement Agreement for Indivior Section VI.F.2; Settlement Agreement for Mylan Section VI.F.2; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section VII.F.2; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section VII.F.2.

² See Settlement Agreement for Alvogen, Inc. Section XI; Settlement Agreement for Amneal Pharmaceuticals LLC Section X; Settlement Agreement for Apotex Corp. Section XI; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section XI; Settlement Agreement for Indivior Section X; Settlement Agreement for Mylan Section X; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section XI; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section XI.

way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. Each of the Secondary Manufacturers' Settlements shall be a complete bar to any Released Claim against that manufacturer's Released Entities.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in each of the Secondary Manufacturers' Settlements.
11. In connection with the releases provided for in each of the Secondary Manufacturers' Settlements, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in each of the Secondary Manufacturers' Settlements, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in each of the Secondary Manufacturers' Settlements.

12. The Governmental Entity understands and acknowledges that each of the Secondary Manufacturers' Settlements is an independent agreement with its own terms and conditions. Nothing herein is intended to modify in any way the terms of any of the Secondary Manufacturers' Settlements, to which Governmental Entity hereby agrees, aside from the exceptions in paragraph 13 below. To the extent this Combined Participation Form is interpreted differently from any of the Secondary Manufacturers' Settlements in any respect, the individual Secondary Manufacturer's Settlement controls.
13. For the avoidance of doubt, in the event that some but not all of the Secondary Manufacturers' Settlements proceed past their respective Reference Dates, all releases and other commitments or obligations shall become void **only as to** those Secondary Manufacturers' Settlements that fail to proceed past their Reference Dates. All releases and other commitments or obligations (including those contained in this Combined Participation Form) shall remain in full effect as to each Secondary Manufacturer's Settlement that proceeds past its Reference Date, and this Combined Participation Form need not be modified, returned, or destroyed as long as any Secondary Manufacturer's Settlement proceeds past its Reference Date.

I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

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State of Georgia and Local Governments: Memorandum of Understanding Concerning National Settlements with Alvogen, Inc., Amneal Pharmaceuticals LLC, Apotex Corp., Hikma Pharmaceuticals USA Inc., Indivior Inc., Viatriis Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals (USA) Inc.

Foreword

This Memorandum of Understanding between the State of Georgia *ex rel.* Chris Carr, Attorney General (the “State”), and certain Georgia Local Government entities (“LGs”) concerns the harms visited upon Georgia’s citizens and the State itself by certain manufacturers, distributors, and pharmacies (“Opioid Defendants”) of prescription opioids.

To address these harms, the State and certain LGs separately initiated litigation meant to hold Opioid Defendants accountable.

On December 31, 2021, the State entered into settlements with Opioid Defendants McKesson Corporation, AmerisourceBergen Corporation, Cardinal Health, Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (together, the “National Distributor and J&J Settlements”). The State has since entered into settlements with Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Walmart Inc., CVS Health Corporation and CVS Pharmacy, Inc., Walgreen Co., and The Kroger Co.

Thereafter, the State and participating LGs entered into a Memorandum of Understanding to memorialize an agreement that would enable them to maximize the monetary help received from the National Distributor and J&J Settlements to address harms visited upon Georgia’s citizens and the State itself in the opioid crisis (the “2022 MOU”). The State and participating LGs also entered into MOUs regarding the settlements with Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Walmart Inc., CVS Health Corporation and CVS Pharmacy, Inc., Walgreen Co., and The Kroger Co.

On or about April 4, 2025, eight drug manufacturers, including **Alvogen, Inc., Amneal Pharmaceuticals LLC, Apotex Corp., Hikma Pharmaceuticals USA Inc., Indivior Inc., Viatriis Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals (USA) Inc.** (together, “Third Wave Manufacturers”) entered into

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Settlement Agreements with certain Settling States, governmental subdivisions, and other entities (“Third Wave Manufacturer Settlements”). The State of Georgia and LGs are eligible to join the Third Wave Manufacturer Settlements.

During May 2025, the State opted into the Third Wave Manufacturer Settlements. The LGs have until October 8, 2025, to opt in to the Third Wave Manufacturer Settlements.

This Memorandum of Understanding (“Third Wave Memorandum” or “Third Wave MOU”) aims to memorialize an agreement between the State and certain LGs that will enable them to maximize the monetary funds received from the Third Wave Manufacturer Settlements to remediate the harms caused by the opioid crisis. The processes outlined in this Memorandum in large part replicate processes required under the 2022 MOU. Except where the terms are different, the processes used in administration of the 2022 MOU shall be utilized for administration as required under this Memorandum.

I. Definitions

Capitalized terms shall have the same definitions as in the 2022 MOU with the exception of:

- a. “Legislative Bar” means O.C.G.A. § 10-13B-1 *et seq.*
- b. “Local Government Opioid Funds” means the funds allocated to local governments pursuant to Section II of this Memorandum.
- c. “Opioid Funds” means the total monetary amounts obtained through the Third Wave Manufacturer Settlements as defined in this Third Wave MOU which are allocated to Georgia and its Participating Local Governments under the Third Wave Manufacturer Settlements.
- d. Third Wave Manufacturer Settlements means the settlement agreements dated April 4, 2025, for each of the Third Wave Manufacturers and available at <https://nationalopioidsettlement.com/additional-settlements/>.
- e. “Parties” shall mean the State and the Participating Local Governments.

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- f. “Participating Local Governments” shall mean:
 - (i.) all litigating subdivisions listed on Exhibits “C” of the Third Wave Manufacturer Settlements, and
 - (ii.) nonlitigating subdivisions listed on Exhibits “G” of the Third Wave Manufacturer Settlements that choose to sign on to the Third Wave Manufacturer Settlements and this Memorandum.
- g. “Released Entities” means the entities defined as such in the Third Wave Manufacturer Settlements.
- h. “State Opioid Funds” means the funds allocated to the State pursuant to Section II of this Memorandum.
- i. “Trust” means the Georgia Opioid Crisis Abatement Trust, approved by the Gwinnett County Superior Court on February 16, 2023.
- j. “Trustee” means the Trustee of the Georgia Opioid Crisis Abatement Trust.

II. Allocation between State and Local Governments

- a. The Participating Local Governments shall collectively receive 25% of the Opioid Funds as their full allocation of Local Government Opioid Funds for all claims past and future of the Participating Local Governments. Local Government Opioid Funds shall be paid to a Settlement Fund Administrator as defined in the Third Wave Manufacturer Settlements and distributed pursuant to the Third Wave Manufacturer Settlements, with the following additional conditions:
 - (i) If a county which is a Participating Local Government under this Memorandum has a sheriff who is a Subdivision listed in the Opioid Settlement, at least 9.45% of the Opioid Funds paid to that county under the terms of the Third Wave Manufacturer Settlements in which the sheriff agreed to participate shall be allocated to that county’s sheriff to be used for Approved Purposes;

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- (ii.) If a county which is a Participating Local Government under this Memorandum has a hospital which is a Subdivision listed in the Third Wave Manufacturer Settlements, at least 2% of the Opioid Funds paid to that county under the terms of the Third Wave Manufacturer Settlements in which the hospital agreed to participate shall be allocated to the hospital to be used for Approved Purposes; and
 - (iii.) If a county which is a Participating Local Government under this Memorandum has a school district which is a Subdivision listed in the Third Wave Manufacturer Settlements, at least 1% of the Opioid Funds paid to that county under the terms of the Third Wave Manufacturer Settlements in which the school district agreed to participate shall be allocated to the school district to be used for Approved Purposes.
- b. The State shall receive 75% of the Opioid Funds as its full allocation of State Opioid Funds.
- c. Of the State's 75% share, after the payment of litigation fees and costs owed to the State's outside counsel pursuant to the agreement entered into on September 10, 2018, or as may be amended, 60% of the remaining funds shall be transferred by the receiving state agency through the Office of Planning and Budget to the State Treasury and spent at the direction of the State Legislature for Approved Purposes by appropriation and in compliance with the terms of the Third Wave Manufacturer Settlements and this Memorandum. The remaining 40% after payment of fees and costs shall be transferred to the Trust by the receiving state agency and shall be expended by the Trustee on a regional basis ("Regional Distribution") as set forth in the Declaration of Trust, the 2022 MOU, and this Third Wave MOU.
 - (i.) For purposes of the Regional Distribution under the Third Wave Manufacturer Settlements, the Regions shall be the same as established pursuant to the 2022 MOU, including Qualifying Block Grantees.

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- (ii.) Each Qualifying Block Grantee shall receive its allocation of the Regional Distribution via a direct block grant so long as it certifies that it has sufficient infrastructure to provide opioid abatement services.
- (iii.) The Trustee shall use the same allocation model as used under the 2022 MOU for the Regional Distribution.
- (iv.) The Regional Advisory Councils established pursuant to the 2022 MOU shall have the same duties and responsibilities in connection with the funds allocated to the Trust pursuant to this Third Wave MOU as under the 2022 MOU, including reporting requirements and making themselves available to consult with the Government Participation Mechanism and with Participating Local Governments to best determine how funds will be spent for opioid remediation within the established Regions. In every instance the Trustee shall retain final authority over Regional Distributions.

III. Funds to be used for Approved Purposes; Clawback and Recoupment

- a. With the exception of administrative expenses as allowed under the Third Wave Manufacturer Settlements, funds set aside for attorneys' fees and costs for State of Georgia outside counsel, and funds set aside for attorneys' fees for Local Government outside counsel pursuant to Section VI of this Memorandum, State Opioid Funds and Local Government Opioid Funds shall be used for Approved Purposes.
- b. Funds are to primarily (no less than 70 percent) be used for future abatement purposes. Funds used to reimburse the Parties for past abatement expenses may not be used to reimburse past Medicaid expenses or any other expense that would be subject to a federal clawback, recoupment, or similar mechanism.
- c. The State and Participating Local Governments shall work cooperatively to ensure the funds are spent within the spirit of this Memorandum and the Third Wave Manufacturer Settlements, and shall further work cooperatively to actively defend the funds from federal clawback and/or recoupment, including, but not limited to, actively

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participating in any administrative procedure or other case or process related to defense of the funds from federal clawback and/or recoupment. In the event the federal government initiates and successfully claws back any Opioid Funds related to the Settlement, such amounts shall first be deducted from the total disbursements to be made to both the State and Local Governments in the calendar year the clawback claim is successfully made and shall thereafter be deducted from the total disbursements to be made in any subsequent calendar year if necessary. After such deduction, the allocation between the State and Participating Local Governments described in Section II of this Memorandum shall be applied to the remaining funds for the current calendar year or any subsequent calendar year if applicable. Deduction of amounts from the total disbursements shall include reimbursement of any amounts paid by the State or withheld from amounts due to the State as the result of a clawback and/or recoupment.

IV. Compliance and Reporting

- a. The Trustee shall provide an up-to-date accounting of payments into or out of the Trust and/or its subaccounts upon written request of the State or a Participating Local Government. The State, together with the Trustee, shall provide an annual report detailing: (1) the amounts received by the State and deposited into the State Treasury and the amounts remitted to the Trust; (2) the allocation of any awards approved, listing the recipient, amount awarded, programs funded, and disbursement terms; and (3) the amounts actually disbursed. The State and Trustee shall also include an assessment of how well resources have been used by the State and the Participating Local Governments to abate opioid addiction, overdose deaths, and the other consequences of the opioid crisis. The State shall publish its annual report and all Regional Advisory Council annual reports on its website.
- b. Expenses of the Trustee shall be deducted first from interest earned on funds held by the Georgia Opioid Crisis Abatement Trust, and then, if necessary, may be deducted from the corpus of Trust funds. Administrative expenses of the State shall be paid from or reimbursed out of State Opioid Funds as allowed under the terms of the Third Wave Manufacturer Settlements.

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- c. The Trustee and the State shall endeavor to keep such expenses reasonable in order to maximize the funding available for opioid abatement.
- d. Each Regional Advisory Council shall provide a report annually to the Trustee and Government Participation Mechanism detailing: (1) the amount received by each local government within the Region; (2) the allocation of any awards approved, listing the recipient, amount awarded, programs funded, and disbursement terms; and (3) the amounts actually disbursed and approved allocations. Each Participating Local Government within each Region shall provide any information necessary to facilitate such reporting to a single regional delegate selected by the Region to provide its annual report.
- e. If the State believes that any Participating Local Government has used funds for a non-approved purpose, it may request in writing the documentation underlying such alleged improper use of funds. If any ten (10) Participating Local Governments believe the State has used funds for a non-approved purpose, they may request jointly in writing the documentation underlying such alleged improper use of funds.
- f. The State and Participating Local Governments may object in writing to the Trustee to an allocation or expenditure on the basis that the allocation or Trust expenditure is inconsistent with Section III of this Memorandum or violates Section IV.c of this Memorandum regarding reasonable expenses of the Trustee.
- g. Any party to this Memorandum who receives a written request sent pursuant to IV.f or IV.e shall have 21 days to respond to such request, which may be extended by mutual consent.
- h. A party who makes a written request pursuant to IV.f may file an action in the Superior Court of Gwinnett County within one year of its objection seeking a determination as to the validity of the objection.
- i. If, after a written objection made pursuant to IV.e, it appears to the State that a Participating Local Government has spent funds on non-approved

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purposes, the State may seek and obtain an injunction in the Superior Court of Gwinnett County prohibiting the Participating Local Government from spending further funds on non-approved purposes, and ordering the return of monies spent on non-approved purposes. So long as any such action is pending, distribution of any funds to the relevant Participating Local Government shall be suspended and held in trust by the Trustee or national Settlement Fund Administrator and shall only resume after the action is resolved. Once the action is resolved, suspended payments to the Participating Local Government shall resume, less any amounts ordered returned that have not yet been returned as of the date of the resumption of suspended payments.

- j. Attorney's fees and costs are not recoverable in actions brought under this Section.

V. Litigation Bar

- a. All Parties expressly acknowledge that this Third Wave MOU qualifies under O.C.G.A. § 10-13B-2(a)(4)(E) and that the Third Wave Manufacturer Settlements are state-wide opioid settlements as that term is defined in O.C.G.A. § 10-13B-2(4).

VI. Attorney's Fees; Costs and Expenses

- a. Section VII of the 2022 MOU is incorporated by reference as though fully set forth herein.

VII. Future Agreements and Negotiations

- a. Nothing in this Memorandum shall bind the Parties concerning any future opioid settlements other than the ones expressly contemplated in (1) this Memorandum or (2) any amendments to this Memorandum made pursuant to Section VIII.b. Other than those Released Entities who are parties to the Third Wave Manufacturer Settlements, the Parties are free to engage in settlement negotiations with any Opioid Defendants without prior consent or participation of any other party to this Memorandum.

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- b. The Parties shall endeavor, insofar as is reasonably practicable, to keep each other apprised of future negotiations concerning future opioid settlements. Nothing in this provision shall require the parties to violate any duty, obligation, or promise of confidentiality, non-disclosure agreement, common interest agreement, court order concerning non-disclosure, or similar non-disclosure obligation concerning negotiations regarding future opioid settlements. For the avoidance of doubt, LGs shall not be required to disclose, among other things, any information relating to negotiations between groups of local governments and Opioid Defendants, and the State shall not be required to disclose, among other things, any information relating to negotiations between states or groups of states and Opioid Defendants.

VIII. Miscellaneous

- a. This Memorandum shall be governed by Georgia law.
- b. The Parties may make amendments to this Memorandum as necessary. Amendments shall be in writing and shall require the consent of all Parties to this Memorandum. Proposed amendments shall be circulated to all Parties through designated contacts provided in their Acknowledgement, after which Parties shall have 30 days to agree or object to the proposed amendment. Parties who do not respond shall be deemed to have consented to the amendment for purposes of this Section VIII.b.
- c. Jurisdiction and venue regarding any disputes between or among the Parties concerning this Memorandum or the interpretation thereof shall lie in the Superior Court of Gwinnett County, Georgia.
- d. This Memorandum terminates automatically with respect to the Third Wave Manufacturer Settlements in the event such settlements are terminated by the parties to it.
- e. By entering into this Memorandum, a local government agrees to participate in the Third Wave Manufacturer Settlements.

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- f. If less than 65% of the litigating LGs participate in the Third Wave Manufacturer Settlements, this Memorandum is voidable by the State.

* * * * *

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ATTACHED EXHIBITS:

**EXHIBIT 1: ACKNOWLEDGEMENT AND AGREEMENT TO BE
 BOUND TO MEMORANDUM OF UNDERSTANDING**

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EXHIBIT 1

ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND BY MEMORANDUM OF UNDERSTANDING

WHEREFORE, the undersigned, as a duly-appointed representative of the below-referenced entity, acknowledges the following:

- Hall County, Georgia [NAME OF ENTITY] has received the **State of Georgia and Local Governments: Memorandum of Understanding Concerning National Settlement with Alvogen, Inc., Amneal Pharmaceuticals LLC, Apotex Corp., Hikma Pharmaceuticals USA Inc., Indivior Inc., Viatris Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals (USA) Inc. and other related entities as defined in the Third Wave Manufacturer Settlements**
- The undersigned is a duly-appointed representative of Hall County, Georgia [NAME OF ENTITY], and has the authority to execute this document and bind Hall County, Georgia [NAME OF ENTITY] to the Memorandum.
- Hall County, Georgia [NAME OF ENTITY] is either represented by legal counsel, or has the ability to obtain advice from legal counsel, concerning the contents and implication of the Memorandum.
- The undersigned, on behalf of Hall County, Georgia [NAME OF ENTITY], understands and acknowledges the terms of the Memorandum, and Hall County, Georgia [NAME OF ENTITY] agrees to be bound by its terms.
- No party is under duress or undue influence.

/s/ _____

Name: David Gibbs

Title: Chairman

Date: 9/25/2025

Entity: Hall County, Georgia

Designated Contact for Purposes of Section VIII.b:

Name: Justin R. Lawhon

Title: Interim County Attorney

Address: PO Box 1435, Gainesville, GA 30503

Email: jrlawhon@hallcounty.org



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (09/22/25)

REPORT TO: Voting Meeting (09/25/25)

ITEM NO: 539/2025

SUBJECT: Approve the continuation award and any supplemental funding of the FY 2026 Victims of Crime Act (VOCA) Grant for the District Attorney's Office to provide direct support to crime victims in the amount of \$87,310.00, and if awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. No match is required.

Meetings:

Work Session Date: 09/22/25

Voting Meeting Date: 09/25/25

Executive Summary:

Presenter: LD

Recommendation:
Approval.

Purpose of Request:

Approve the continuation award and any supplemental funding of the FY 2026 Victims of Crime Act (VOCA) Grant for the District Attorney's Office to provide direct support to crime victims in the amount of \$87,310.00, and if awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. No match is required.

History:

The DA's Office has received the VOCA grant since 2002.

Facts and Issues:

The VOCA program, created in 1984, provides federal funding to support victims' assistance and compensation programs, provide training for diverse professionals who work with victims to develop projects to enhance victims' rights and services, and to undertake public education and awareness activities on behalf of crime victims.

Options:

Funding Requested \$ 0.00

Are funds within current budget? Yes

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	KM	KM	SG
Budget	Finance	Attorney	Administration
JM	TS	JL	CR
Clerk			
AD			

Attachments:

Hall FY26 VOCA-DA Budget



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

AGENDA ITEM 539/2025

Funds Requested: \$ 0.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	250-MULTIPLE GRANT FUND	2200-DISTRICT ATTORNEY	331150-FEDERALâ€OPERATING INDIRECT	\$-87,310.00
2026	250-MULTIPLE GRANT FUND	2200-DISTRICT ATTORNEY	511100-SALARIES	\$87,310.00

Budget Transfer Items:

Additional Information/Comments:

Budget guidelines are still under review with CJCC/PAC, and line items are subject to change. However, the amount will not exceed \$87,310. The grant period of performance is from October 1, 2025, to September 30, 2026.

Contact for Questions: LD

Phone:

CJCC Budget Detail Worksheet

Agency Name:	PAC
Subgrant Number:	
Project Name:	Hall County DA VWAP
Select grant type:	VOCA

Purpose: This Budget Detail Worksheet is used to verify all Subgrant Expenditure Requests (SERs) and to determine whether costs are allowable, reasonable and justified. Please fill it out completely with the Subgrant Adjustment Request (SAR) #1 in your award packet and for each subsequent SAR that requires a budget change. All required information must be present in the budget narrative, regardless of format.

NOTE - If you need extra lines in the spreadsheet under one of the categories: 1) Highlight an entire row or block of lines within the same category 2) Keeping your mouse over the highlighted row or block, right click and select the copy option by left clicking 3) Next, right click with your mouse again on the highlighted row or block and chose the option "insert copied cells" by left clicking If you selected only a block and not the entire row, a new tile will open up and select the option "Shift cells down" and click OK. Use of this technique will ensure that you don't change the formulas inserted in the spreadsheet.

A (1). Personnel-- List each position by title and name of employee, if available. In order to calculate the budget enter the annual salary and the percentage of time to be devoted to the program. Compensation of employees engaged in program activities must be consistent with that for similar work within the applicant agency.

Title	First and Last name	Salary Rate	% Time to Project	Select Pay Period Frequency	Cost	Match?
Victim Advocate	Andrea Shoemaker	\$59,819.24	77%	Biweekly	\$46,300.00	
Victim Advocate	Arlette Gomez	\$53,040.00	77%	Biweekly	\$41,010.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	

Title	First and Last name	Hourly wage	Hours per week on project	Weeks worked annually	Select Pay Period Frequency	Cost	Match?
						\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	
PERSONNEL TOTAL						\$87,310	

A (2). Volunteers -- If applicable, simply enter the number of hours of service volunteers will perform. Volunteers must be valued at \$15/hour unless approved by CJCC staff for a higher rate. Do not change the drop-down selection box from "In-kind" or your match will not calculate correctly.

Volunteers	Hours	Rate	Total value	Match
			\$ -	In-Kind
VOLUNTEERS TOTAL			\$0.00	

A (3). Fringe-- Amounts should be based on actual costs or a formula for personnel listed above, utilizing the percentage of time devoted to the program. Fringe benefits on overtime hours are limited to FICA, Worker's Compensation and State Unemployment Compensation. Costs included within this category are: FICA (employer's portion of Social Security and Medicare taxes), employer's portion of retirement, employer's portion of insurance (health, life, dental, etc.), employer's portion of Worker's Compensation and State Unemployment Compensation.

Title	First and Last name	Total annual salary or wages	Select fringe type	Enter rate of each fringe benefit as a percentage of salary or wages	% Time to Project	Cost	Match?
						\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	
FRINGE TOTAL						\$0.00	

PERSONNEL GRAND TOTAL \$87,310

B. Travel-- Funds must be budgeted in compliance with State of Georgia Statewide Travel Regulations. Itemize travel expenses of program personnel by category (e.g. mileage, meals, lodging, incidentals, and airfare) and purpose (e.g. training, field interviews, and advisory group meetings) and identify the location, if known. For training programs, list travel and meals for participants separately. Show the budget calculation (e.g. six people attending three-day training at \$X airfare, \$X lodging, \$X meals/ incidentals). **If selecting "airfare" enter 1 in the nights/days field and use the round-trip costs.** Please note that the maximum reimbursement rate is \$0.565 per mile but if your agency's reimbursement rate is lower you must

Trainings and Conferences		**All trainings and conferences must be pre-approved by submitting an agenda to your Specialist or Auditor						
Purpose of Travel	Staff member	Item	Cost	# Individuals	# Nights/Days	# Trips	Cost	Match?
							\$0.00	
							\$0.00	

							\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	

Mileage							
Purpose of Travel	Staff member	Location or Coverage Area	Cost per mile	Miles per grant year	Total Cost	Match?	
					\$0.00		
					\$0.00		
					\$0.00		
					\$0.00		
					\$0.00		
					\$0.00		
					\$0.00		
					\$0.00		
					\$0.00		
TRAVEL TOTAL					\$0.00		

C. Equipment-- List non-expendable items to be purchased. Applicants should analyze the benefit of purchased versus leased equipment, especially high cost and electronic or digital items. Explain how the equipment is necessary for the success of the program. Show the budget calculation. Attach a narrative describing the procurement method to be used. Please note that all items must be at least \$5,000 per unit to be considered equipment. Otherwise please list items in "Supplies."

Equipment Item	Cost per Unit	# Items	Vendor	Cost	Match?
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
EQUIPMENT TOTAL				\$0.00	

D. Supplies-- List items by type (e.g. office supplies, postage, copier usage, training supplies, publications, audio/video (batteries, film, CD/DVD's, etc.), office furniture, computer software, educational/therapeutic supplies, uniforms, weapons (law enforcement and prosecution units only). Show budget calculation. For example, where an item is office supplies, enter \$100 for cost per unit; "month" for define unit; 12 for # units, and Office Palooza for Vendor. Leave "define unit" blank if not applicable.

Item	Cost per unit	# Units	Vendor	Cost	Match?
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
SUPPLY TOTAL				\$0.00	

E. Printing-- List items by type (e.g. letterhead/envelopes, business cards, training materials). Show budget calculation. For example, where an item is business cards, enter \$15 for cost per unit; "box" for define unit; 2 for # units, and Print Mania for Vendor. Leave "define unit" blank if it is not applicable.

Item	Cost per unit	# Units	Vendor	Cost	Match?
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
PRINTING TOTAL				\$0.00	

F. (1) Other Costs-- List items by type (e.g. real property lease, repairs/maintenance, utilities, copier rental/lease, postage meter, insurance & bonding, dues & subscriptions, advertising, registration fees, film processing, notary services, public relations, communication services - indicate if DOAS is provider). Show budget calculation. For example, provide the office space square footage and the lease rate or provide the monthly lease amount and the number of months leased. For unit enter time period as applicable (i.e., "month" for utility costs) or leave blank for items such as registration that require a one-time fee.

Item	Cost per unit	# of Units	% Charged to Grant	Vendor	Cost	Match?
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	

					\$0.00
				F. (1) Subtotal	\$0.00

F. (2) Consultant Fee: Enter the name, if known, and service to be provided. Show the budget calculation; for example, the hourly or daily rate (8 hours) multiplied by the estimated number of units (eg., 1 hour of therapy).

Name of Consultant	Service Provided	Cost per unit	Define Unit of Service	# Units	Cost	Match?
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
F. (2) Subtotal					\$0.00	

F. (3) Contracts: Provide a description of the product or service to be procured by contract and a cost estimate. Applicants are strongly encouraged to use a competitive procurement process in awarding contracts. A separate justification must be provided for sole source contracts in excess of \$100,000.

Name of Consultant	Service Provided	Cost per unit	Define Unit of Service	# Units	Cost	Match?
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
F. (2) Subtotal					\$0.00	

F. (4) Indirect Cost: If your agency has a negotiated rate, a copy of the Indirect Cost Rate Agreement must be submitted with your contract budget. Applicants may elect to use an amount up to the ten percent (10%) de Minimis rate of their Modified Total Direct Costs (MTDC) base. MTDC includes the cost of salaries, wages and fringe benefits of personnel that work directly on the project, and other operational costs such as supplies, printing, and travel that are directly related to the project. To use the de Minimis indirect cost rate complete the MTDC Calculator in the next tab. When you have completed this calculator, the total indirect cost will transfer to the space below.

Indirect Cost **\$0**

F. OTHER TOTAL **\$0**

G. Match Waiver: If your agency would like to request a match waiver, you should submit a letter, on your agency's letterhead, to the Georgia Criminal Justice Coordinating Council (CJCC). The letter should outline the reasons why your agency will have trouble meeting the full match requirement and should indicate the amount of match you are able to provide for

G. Match Waiver Amount **21827.5**

Budget Summary--When you have completed this budget worksheet, the totals for each category will transfer to the spaces below. The total costs and total project costs will be computed via Excel formula. Indicate the amount of grant funds requested and the amount of non-grant funds that will support the project.

Budget Category		Amount	
A. Personnel and Fringe		\$87,310	
B. Travel		\$0	
C. Equipment		\$0	
D. Supplies		\$0	
E. Printing		\$0	
F. Other		\$0	
TOTAL PROJECT COSTS		\$87,310	
Award		\$87,310	
Match Amount		\$0	
Match Breakdown	Cash	\$0	#DIV/0!
	In-Kind	\$0	#DIV/0!

Budget Narrative

2026 VOCA DA Award amount of \$87,310 will be applied directly to the salaries of (2) Victim Advocate positions. Hall County will cover the full fringe benefit amount at an estimated rate of 37%, \$41,758, of these (2) positions from local funding. The difference in salary funding totaling \$25,549 will additionally be funded from local funding. VOCA: \$87,310, Local: \$67,307, Total Project Cost: \$154,617.

NOTE: If a Non-Grant expense amount is entered, make sure those items for which they will be used must be incorporated into your overall budget. Indicate clearly throughout your budget narrative and detail worksheet for which items these funds will be used.



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (09/22/25)

REPORT TO: Voting Meeting (09/25/25)

ITEM NO: 552/2025

SUBJECT: Approve the award of IFB #018-46 Fire Station #8 Bay Door Replacement for Fire Rescue to Top Notch Dock & Door of Flowery Branch, GA, in the amount of \$51,843.44.

Meetings:

Work Session Date: 09/22/25

Voting Meeting Date: 09/25/25

Executive Summary:

Presenter: BM

Recommendation:
Approve.

Purpose of Request:

Approve the award of IFB #018-46 Fire Station #8 Bay Door Replacement for Fire Rescue to Top Notch Dock & Door of Flowery Branch, GA, in the amount of \$51,843.44.

History:

The current doors are the original ones installed when the station was built and are in dire need of replacing.

Facts and Issues:

This is to replace all four (4) bay doors at fire station #8.

Options:

Funding Requested

\$ 51,843.44

Are funds within current budget?

Yes

Source of Funds

Capital

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

Yes

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item?

Approvals:

Buyer	submit	approve	Purchasing
MH	JS	JS	AY

Budget	Finance	Attorney	Administration
JM	EW	JL	CR
Clerk			
AD			

Attachments:

Financial Supplement

018-46 - Signature Request Form

018-46 Contract for Services

018-46 - Fire Station 8 Bay Door Replacement - Bid Tab



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

AGENDA ITEM 552/2025

Funds Requested: \$ 51,843.44

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Capital

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	350-CAPITAL PROJECTS FUND	3520-FIRE RESCUE	522201- REMODEL/RENOVATIONS	\$51,843.44

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: DT

Phone: 404-326-8759



Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

CONTRACT EXECUTION SIGNATURE REQUEST

Date: September 8, 2025

To: David Gibbs, Chairman, BOC

From: Mike Hawkins, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 018-46

Bid/Contract Name: Fire Station #8 Bay Door Replacement

Department(s) Requesting Contract: Fire

Award Recipient Name: Top Notch Dock & Door

Contract Description:

☐ Annual Contract ☒ New ☐ Renewal

Prior Year's Spend: N/A

☐ Price Increase Requested Increase Percentage: N/A

☒ Project/Service Contract Estimated Amount: \$51,843.44

☐ Product Contract Estimated Amount: N/A

Comment:

This contract is for the Fire Department, IFB#: 018-46.

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 Youngblood



Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
Exhibit B – Contract for Services

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT #: 018-46

For the provision of

Fire Station #8 Bay Door Replacement

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 Youngblood

ARTICLE #101 – INTRODUCTION

This Contract for Fire Station #8 Bay Door Replacement (hereinafter "Services") is made and as entered into as of _____ (execution date) and _____ (effective date) is by and between Hall County, Georgia, (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Top Notch Dock & Door which is principally located at 4190 Thurman Tanner Pkwy. (hereinafter "Contractor").
Flowery Branch, GA 30542

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

Tim Townsend
Staff Member
Hall County Central Services
P.O. Drawer 1435
Gainesville, GA 30503
ttownsend@hallcounty.org
Ph: (770) 531-6823

COUNTY ISSUING OFFICER

Mike Hawkins
Issuing Officer
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
mhawkins@hallcounty.org
Ph: (678) 696-2497

CONTRACTOR'S CONTACT INFORMATION

Contact Names: Jason Hower

Company Name: Top Notch Dock & Door

Physical Address: 4190 Thurman Turner Pkwy, Flowery Branch, GA 30542

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

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 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, 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.
- 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 Contractor 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)

Not applicable.

ARTICLE #124 – RETAINAGE (If required)

Not applicable.

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:

Top Notch Dock & Door

By: [Signature]

Print Name: Jason Hower

Title: Projects Manager

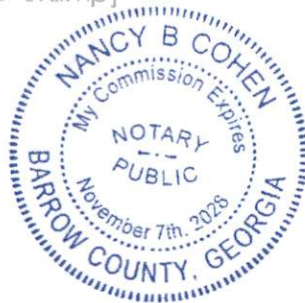
Sworn to and subscribed before me this

4th Day of September, 2025.

Nancy B. Cohen
Notary Public:

Notary commission expires: 11-7-2028

[Locus Sigilli - Seal or Stamp]



HALL COUNTY, GEORGIA

By: _____

David Gibbs, Chairman
Hall County Board of
Commissioners

Date: _____

Attestation: _____

Commission Clerk

Date: _____

APPROVED AS TO FORM

[Signature]

Nathaniel R. Anderson,
Senior Assistant County Attorney

IFB#: 018-46 - Fire Station #8			Top Notch Dock & Door	Overhead Door Co. of Atlanta	Jensen Contracting
			Flowery Branch, GA	Peachtree Corners, GA	Cleveland, GA
			Price	Price	Price
	Total		\$ 51,843.44	\$ 69,712.00	\$ 89,447.00
BIDS SENT	9				
HALL CO BIDS SENT	5				
NO BIDS RCVD	0				



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (09/22/25)

REPORT TO: Voting Meeting (09/25/25)

ITEM NO: 553/2025

SUBJECT: Approve the purchase to remount three (3) Osage ambulances for Fire Rescue to Ten-8 Fire and Safety, LLC of Bradenton, FL, in the amount of \$1,073,481.00.

Meetings:

Work Session Date: 09/22/25

Voting Meeting Date: 09/25/25

Executive Summary:

Presenter: CJS

Recommendation:
Approve.

Purpose of Request:

Approve the purchase to remount three (3) Osage ambulances for Fire Rescue to Ten-8 Fire and Safety, LLC of Bradenton, FL, in the amount of \$1,073,481.00.

History:

Ten-8 Safety and Fire, LLC has been a vendor with the County for several years and is in good standing with the County.

Facts and Issues:

Options:

Fire Rescue is requesting to remount three (3) ambulances. Ten-8 is the Osage Ambulance dealer, and we were approved in the capital budget to purchase/remount three (3) ambulances on the latest year model of Ford F-550 4x4 diesel chassis. Ten-8 has priced the job using the FSA Contract #FSA25-VEF19.0 Item #258.

The price for all vehicles of \$1,073,481.00 includes a discount for purchasing our old chassis. If we choose to keep the chassis Hall County will be responsible for shipping the chassis back to Hall County.

The lead time is 24-28 months.

This includes three (3) new Ford F-550 193" W.B. 4x4 diesel chassis and the remounting of three (3) of our existing module/patient compartments from three (3) existing ambulances.

Funding Requested	\$ 1,073,481.00
Are funds within current budget?	Yes
Source of Funds	Capital Projects Fund / SPLOST VIII
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:

Buyer	submit	approve	Purchasing
AY	JS	JS	AY
Budget	Finance	Attorney	Administration
JM	TS	JL	CR
Clerk			
AD			

Attachments:

Financial Supplement
Contract Signature Request
Proposal
Sole Source Form
Remount Warranty
Options/Price List



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

AGENDA ITEM 553/2025

Funds Requested: \$ 1,073,481.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Capital Projects Fund / SPLOST VIII

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	350-CAPITAL PROJECTS FUND	3630-EMS	542200-MOTOR VEHICLES	\$430,481.00
2026	324-SPLOST VIII	3630-EMS	542200-MOTOR VEHICLES	\$643,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: DCBM

Phone: 770-531-6774



Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

CONTRACT EXECUTION SIGNATURE REQUEST

Date: September 8, 2025

To: David Gibbs, Chairman, BOC

From: Andy Youngblood, Purchasing Manager

Your signature is requested to execute the attached Contract:

Bid/Contract Number: Sole Source

Bid/Contract Name: Ambulance Remount

Department(s) Requesting Contract: Fire Rescue

Award Recipient Name: Ten-8 Fire & Safety

Contract Description:

☐ Annual Contract ☒ New ☐ Renewal

FY 2025 Projected Spend: \$N/A

☐ Price Increase Requested Increase Percentage: N/A

☒ Project/Service Contract FY 2026 Estimated Amount:\$1,073,481.00

☐ Product Contract Estimated Amount:

Comment:

Approve the purchase to remount three (3) Osage ambulances for Fire Rescue to Ten-8 Fire and Safety, LLC of Bradenton, FL. The FY 2026 Estimated amount has been reviewed against the projected FY 2026 budget by Finance.

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 Youngblood



Equipment Proposal

Proposal # Remount

This Equipment Proposal (the "Proposal") has been prepared by Ten-8 Fire & Safety, LLC ("Company") in response to the undersigned Customer's request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List, Warranty, and Company's Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company's Purchasing Terms and Conditions.

Date: September 11, 2025 ("Proposal Date") **Customer:** Hall County Fire Rescue ("Customer")

Customer Address: 470 Crescent Dr Gainesville, GA 30501

Qty	Product Description & Options	Price
3	Remount of Osage Super Warrior on to F550 4x4 diesel chassis FSA Contract # FSA25-VEF19.0 Item # 258	\$357,827.00
**Commercial chassis price is an estimate; final price is net price charged by the chassis manufacturer.		Total: \$1,073,481.00

Delivery Timing: The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately 24-30 (months) after Company receives Customer's acceptance of this Proposal as defined below, subject to market and production conditions, Force Majeure, delays from the chassis manufacturer, changes to Order Specifications, or any other circumstances or cause beyond Company's or manufacturer's control.

Other: Contingent upon receipt of chassis

Unless accepted within 30 days from date of proposal, the right is reserved to withdraw this proposal.

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNING BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

Customer: Hall County Fire Rescue

Ten-8 Fire & Safety, LLC

By: _____

By: 

Title: _____

Title: **Authorized Sales Representative**

Print: _____

Print: **Eric Wilcox**

Date: _____

Date: **9-11-25**

EXHIBIT A

PROPOSAL OPTION LIST

EXHIBIT B

WARRANTY

EXHIBIT C

PURCHASING TERMS AND CONDITIONS

PURCHASING TERMS AND CONDITIONS

These Purchasing Terms and Conditions, together with the Equipment Proposal and all attachments (collectively, the “Agreement”) are entered into by and between Ten-8 Fire & Safety, LLC, a Florida company (“Company”) and Customer (as defined in Ten-8 Fire & Safety LLC’s Equipment Proposal document) and is effective as of the date specified in Section 3 of these Purchasing Terms and Conditions. Both Company and Customer may be referred throughout this document individually as a “party” or collectively as the “parties.”

1. Definitions.

- a. **“Acceptance”** has the same meaning set forth in Company’s Equipment Proposal.
- b. **“Company’s Equipment Proposal”** means the Equipment Proposal provided by Company and prepared in response to Customer’s request for proposal for a fire apparatus, associated equipment or an ambulance.
- c. **“Cooperative Purchasing Contract”** means an Agreement between Company and a public authority, including without limitation, a department, division, agency of a municipal, county or state government (“Public Authority”), that adopts or participates in an existing agreement between Company and another non-party customer (including, but not limited to such non-party customer’s equipment proposal, its applicable exhibits, attachments and purchasing terms and conditions), often referred to as a “piggyback arrangement,” which is expressly agreed to, in writing, by Company. Company has sole discretion to determine whether it will agree to such a Cooperative Purchasing Contract.
- d. **“Delivery”** means when Company delivers physical possession of the Product to Customer.
- e. **“Manufacturer”** means the Manufacturer of any Product.
- f. **“Prepayment Discount”** means the prepayment discounts, if any, specified in Company’s Equipment Proposal.
- g. **“Product”** means the fire apparatus and any associated equipment, or ambulance manufactured or furnished for Customer by Company pursuant to the Specifications.
- h. **“Purchase Price”** means the Total price set forth in the Quotation, adjusted for the final net price for the chassis charged by the original equipment manufacturer set forth in the final invoice submitted to the Company by the manufacturer. Additionally, if transportation charges are included in the Purchase Price, any changes in transportation charges shall be borne by Customer. Unless otherwise stated herein, Company shall not be responsible for switching, handling, loading, sorting, storage, demurrage, or any other transportation or peripheral charges. If any tax, public charge, tariff, duty, or increase in such taxes or tariffs, is now, or shall be, assessed, levied, or imposed upon, or with respect to the sale of Product by Company or the Manufacturer to Customer or upon any sale, delivery, or other action taken under any validly accepted order for Product, or upon the export or import of such Product by Company or Manufacturer, or if any change shall be made in the custom house or railway classification of such Product or in existing freight rates applicable thereto, the burden of such charge or change shall be borne by the Customer.
- i. **“Purchasing Terms and Conditions”** means these Purchasing Terms and Conditions; however, if the Company’s Equipment Proposal or the Customer’s related Purchase Order states that it is governed by a Cooperative Purchasing Agreement, “Purchasing Terms and Conditions” shall mean those terms and conditions set forth in the applicable Cooperative Purchasing Agreement.
- j. **“Specifications”** means the general specifications, technical specifications, training, and testing requirements for the Product contained in Company’s Equipment Proposal and its Exhibit A (Proposal Option List or for ambulance sales, the Quotation, or Order Form, as applicable), prepared in response to Customer’s request for such a proposal.

2. Purpose. This Agreement sets forth the terms and conditions of Company’s sale of the Product to Customer.

3. Term of Agreement. This Agreement will become effective on the date of Acceptance as defined in Company’s Equipment Proposal (“Effective Date”) and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Delivery and payment in full of the Purchase Price.

4. Purchase and Payment. Customer agrees to pay Company the Purchase Price for the Product(s). The Purchase Price is in U.S. dollars. Where Customer opts for a Prepayment Discount that specifies that Customer will tender one or more prepayments to Company, Customer must provide each prepayment within the time frame specified in the Equipment Proposal in order to receive the Prepayment Discount for that prepayment installment. To the

extent permitted by applicable law, Company may in its sole discretion charge a convenience fee if Customer elects to pay the Purchase Price by means of a credit card.

5. Representations and Warranties. Customer hereby represents and warrants to Company that the purchase of the Product(s) has been approved by Customer in accordance with applicable general laws and, as applicable, Customer's charter, ordinances and other governing documents, and funding for the purchase has been duly budgeted and appropriated.
6. Cancellation/Termination.
 - a. Fire Equipment and Apparatus Sales. In the event this Agreement is cancelled or terminated by Customer before completion, Company may charge Customer a cancellation fee. The following charge schedule is based on costs incurred by Manufacturer and Company for the Product, which may be applied and charged to Customer: (a) 12% of the Purchase Price after the order for the Product(s) is accepted and entered into Manufacturer's system by Company; (b) 22% of the Purchase Price after completion of approval drawings by Customer, and; (c) 32% of the Purchase Price upon any material requisition made by the Manufacturer for the Product. The cancellation fee will increase in excess of (c) in this Section 6, accordingly, as additional costs are incurred by Manufacturer and Company as the order progresses through engineering and into the manufacturing process.
 - b. Ambulance Sales. This Section 6 for Cancellation/Termination does not apply to Ambulance Sales. An order for an ambulance cannot be cancelled or terminated once Company receives and processes Customer's Acceptance of Company's Equipment Proposal.
7. Delivery. The Product is scheduled to be delivered as specified in the Delivery Timing section of the Equipment Proposal ("Delivery Timing"), which will be F.O.B. Company's facility. The Delivery Timing is an estimate, and Company is not bound to such date unless it otherwise agrees in writing. Company is not responsible for Delivery delays caused by or as the result of actions, omissions or conduct of the Manufacturer, its employees, affiliates, suppliers, contractors, and carriers. All right, title and interest in and to the Product, and risk of loss, shall pass to Customer upon Delivery of the Product(s) to Customer.
8. Standard Warranty. The manufacturer warranties applicable to this Agreement, if any, are attached to Company's Equipment Proposal as Exhibit A and are incorporated herein as part of the Agreement.
 - a. Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COMPANY, INCLUDING ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS PROVIDED UNDER THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING DISCLAIMER, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.
9. Limitation of Liability. COMPANY WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LAW) ON WHICH SUCH DAMAGES ARE BASED. COMPANY'S LIMIT OF LIABILITY UNDER THIS AGREEMENT SHALL BE CAPPED AT THE TOTAL AMOUNT OF THE MONIES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.

10. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control or which make Company's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, transportation or delivery delays or losses outside of Company's control, any act of government, inability or delay of Company or manufacture in obtaining necessary labor or adequate or suitable manufacturing components at reasonable prices, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy, terrorism, epidemics, quarantine restrictions, failure of vendors to perform their contracts or labor troubles of Company or a manufacturer causing cessation, slowdown, or interruption of work.
11. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.
12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement; (c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect; (e) an action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity; or (f) a default or breach by Customer under any other contract or agreement with Company.
13. Manufacturer's Statement of Origin. Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.
14. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitration shall take place in Hall County, Georgia.
15. Miscellaneous. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Ten-8 Fire & Safety, LLC will be governed by and construed in accordance with the laws of the State of Georgia. The delivery of signatures to this Agreement may be via facsimile transmission or other electronic means and shall be binding as original signatures. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the Ten-8 Proposal and these Terms and Conditions, the Ten-8 Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(c) and (h) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.



Sole Source/Brand and Single Source Justification

Request Submitted By

Name:	Bradley Martin
Job Title:	Deputy Chief
Department:	Fire Rescue
E-Mail Address:	bmartin@hallcounty.org
Date of Request:	07/09/2025

Request Details

Sole Source: Any contract entered into without a competitive solicitation process, based on a justification that only one known source exists or that only one single supplier can fulfill the requirements of the County.

Sole Brand: A purchasing situation in which only one brand of equipment/supply, etc. will meet the requirements of the County.

Single Source: Any contract entered into without a competitive solicitation process, based on a justification that two or more vendors can supply the commodity, technology, and/or perform the services required by an agency, but one vendor is selected over the others for reasons such as expertise or previous experience with similar contracts.

For Sole Source or Sole Brand, identify efforts made to locate other possible sources.

Ten 8 is the sole dealer for Osage ambulances in our area. We have been approved for remounting of two Osage ambulances on new Ford F550 chassis. Osage will be the sole manufacture that can complete the remount and keep our lifetime module/patient compartment warranty. If any other company completes a remount this will void the lifetime warranty. Ten 8 is pricing the remount through the FSA Contract #FSA23-VEF17.0 Item #571.

Desired Supplier Name: Ten 8 Fire and Safety LLC, Salesman Eric Wilcox

Desired Supplier Email: ewilcox@ten8fire.com

Desired Supplier Phone Number: 419-615-8839

Scope of Work

Provide a detailed description of commodities/services to be provided. Also, include the following details: exact or estimated quantity, per unit price, and the total estimated cost.

Osage will remount two modules/patient compartments on (3) Ford F-550 Diesel 4x4 chassis. The new chassis will carry Fords standard factory warranty and will be the latest year model available.

Total cost of remount and new Ford F-550 chassis is \$357,827 ea. or \$1,074,000.00 total for three (3) ambulances.

OSAGE INDUSTRIES, INC.

Qty Total

1 F-550, 193" W.B., 4x4 EST \$76,200.00

1 Option: Liquid Spring Suspension - Rear Only \$14,500.00

1 Option: OEM Aluminum Wheels \$1,300.00

1 Power driver seat and adjustable pedals All 2026 Chassis Will Be Equipped With 17V

Qty SECTION 1 - LED LIGHTS

1 Whelen Pioneer PFH2 recessed in front of module below condenser \$1,750.00

Qty SECTION 2 - Whelen M-Series Lighting

7 Whelen M9 LED R, B, A, R/B or R/A \$2,940.00

4

Whelen M7 LED R, B or A 2 grille on grille guard and 2 front

intersection

\$1,240.00

14 Whelen M9 Chrome Flange \$420.00

10 Whelen M7 or M6 Chrome Flange \$250.00

1 Lenses Cannot Be Replaced on M Series Lights, Added the New Flanges

Qty SECTION 3 - LIGHT AND LENSES

2 Cab Reading Light 1/2 Red 1/2 White (Technique) \$490.00

4 Whelen ION-T Red LED strip lights in rub rails Ref J3417 \$820.00

Qty SECTION 4 - SIREN AIR HORNS

1

Replace face plate for siren heads in cab console 1-Whelen 295,

1-EQ2B

\$1,239.00

1

Replace siren speakers in bumper with new 1 Pair Standard, 1

Pair Federal ES100

\$870.00

Qty

SECTION 5 - SWITCHPANEL, INVERTER, CHARGES,

SHORELINES

1 Vanner LSC 12-1100 Inverter / Battery Conditioner \$1,995.00

1 Iota P.C. 30 Battery Charger \$335.00

1 Kussmaul Auto Eject cover plate only (red) \$75.00

1

Hidden Switch in Grill for Front Door Unlock (F-Series) includes

intermoline lock module

\$400.00

1 Shoreline Indicator at Shoreline \$250.00

1 Add 110 Outlet (Addition) \$190.00

1 Add 12 Volt Outlet (Ignition Hot) \$80.00

1 Kussmaul bar graph indicator for charging above shoreline \$180.00

1 Move antennas from module roof to cab roof, fill in existing holes \$300.00

1

Replace vista on curb side with 4 pod to match new builds (return

existing vista) Ref J3417

\$650.00

1 Re-wire, Re-program Weldon V-Mux System in Existing Truck \$650.00

Qty SECTION 7 - INTERIOR

1

Remove Old Flooring, Replace wood sub floor, Inspect Aluminum

and repair reseal to exterior. Replace with Seamless one-piece

Lon Plate Flooring with New Trim and Cot Mount Plates, Replace

stainless sill's & skid tape

Specify Color: ___ Grey 157 Flecks___ \$2,900.00

1 Spray stainless door sills at side & rear entry with Black rubber liner \$250.00

1 Sand & Polish Corian Countertop \$275.00

1 Replace Stainless Steel Kick Plate on Left Wall and Squad Bench \$1,750.00

1 Replace Stainless Steel drawer face (each) \$80.00

Qty INTERIOR

1 EVS EMT Seat w/Child Seat and 6-pt Seatbelt w/Base 102 Gunmetal \$2,750.00

10/25/2023 2025 Remount Order Form 1 of 3

10 Replace Plexie Glass (per cabinet section) \$1,900.00

1

Front Console for Type I with Arm Rest and Storage (upgrade)

Match current builds Ref J3417

\$390.00

1

Recover all colored pads in Osage box-Vinyl (Doesn't incl. EVS Seat

Justifying a Sole Source/Brand

Provide an explanation why only a particular style, model, type or manufacturer is required (i.e. why the commodity is the only commodity which will meet the County needs).

This remount project is new to Hall County Fire Rescue. With our current number of Osage ambulances and the condition of the lifetime warrantied modules we feel the remounting option if the best path forward. Osage is the only manufacture that can remount an Osage modules and the lifetime warranty transfer. This remount option is saving right at 100,000.00 dollars for each truck.

Provide a detailed description of proposed source's unique capabilities and/or personnel to perform the work and why this is the only source.

Osage built the truck new and they have a seamless remount process that allows them to complete the remount process in approximately three months once they receive the module. By using the remount model the ambulance will stay in Hall County (running calls if necessary) until Osage is ready to start the project.

Justifying a Single Source

Provide an explanation why the recommended vendor is being selected over other vendors that can provide the requested commodity, technology, and/or perform the services required.



194 County Road 302 • Linn, MO 65051
Office: (573) 897-3634 • Toll Free: (800) 822-3634 • Fax: (573) 897-3113

July 16, 2024

To Whom It May Concern,

As part of the remount process the structure of the ambulance module will be inspected and any necessary warranty repairs will be completed. The original Lifetime Structural Warranty will be extended to the remounted ambulance. Only the original manufacturer has the ability to offer a structural warranty extension.

Please contact us with any questions or concerns you may have regarding the Warranty on Osage Remounts.

Regards,

Paul Marshall

Cell: 314-566-4991

Email: pmarshall@osageind.com



OSAGE INDUSTRIES, INC.

Qty		Total
<u>1</u>	F-550, 193" W.B., 4x4 EST	<u>\$76,200.00</u>
<u>1</u>	Option: Liquid Spring Suspension - Rear Only	<u>\$14,500.00</u>
<u>1</u>	Option: OEM Aluminum Wheels	<u>\$1,300.00</u>
<u>1</u>	Power driver seat and adjustable pedals All 2026 Chassis Will Be Equipped With 17V	
Qty	SECTION 1 - LED LIGHTS	
<u>1</u>	Whelen Pioneer PFH2 recessed in front of module below condenser	<u>\$1,750.00</u>
Qty	SECTION 2 - Whelen M-Series Lighting	
<u>7</u>	Whelen M9 LED R , B, A, R/B or R/A	<u>\$2,940.00</u>
<u>4</u>	Whelen M7 LED R , B or A 2 grille on grille guard and 2 front intersection	<u>\$1,240.00</u>
<u>14</u>	Whelen M9 Chrome Flange	<u>\$420.00</u>
<u>10</u>	Whelen M7 or M6 Chrome Flange	<u>\$250.00</u>
<u>1</u>	Lenses Cannot Be Replaced on M Series Lights, Added the New Flanges	
Qty	SECTION 3 - LIGHT AND LENSES	
<u>2</u>	Cab Reading Light 1/2 Red 1/2 White (Technique)	<u>\$490.00</u>
<u>4</u>	Whelen ION-T Red LED strip lights in rub rails Ref J3417	<u>\$820.00</u>
Qty	SECTION 4 - SIREN AIR HORNS	
<u>1</u>	Replace face plate for siren heads in cab console 1-Whelen 295, 1-EQ2B	<u>\$1,239.00</u>
<u>1</u>	Replace siren speakers in bumper with new 1 Pair Standard, 1 Pair Federal ES100	<u>\$870.00</u>
Qty	SECTION 5 - SWITCHPANEL, INVERTER, CHARGES, SHORELINES	
<u>1</u>	Vanner LSC 12-1100 Inverter / Battery Conditioner	<u>\$1,995.00</u>
<u>1</u>	Iota P.C. 30 Battery Charger	<u>\$335.00</u>
<u>1</u>	Kussmaul Auto Eject cover plate only (red)	<u>\$75.00</u>
<u>1</u>	Hidden Switch in Grill for Front Door Unlock (F-Series) includes intermotive lock module	<u>\$400.00</u>
<u>1</u>	Shoreline Indicator at Shoreline	<u>\$250.00</u>
<u>1</u>	Add 110 Outlet (Addition)	<u>\$190.00</u>
<u>1</u>	Add 12 Volt Outlet (ignition Hot)	<u>\$80.00</u>
<u>1</u>	Kussmaull bar graph indicator for charging above shoreline	<u>\$180.00</u>
<u>1</u>	Move antennas from module roof to cab roof, fill in existing holes	<u>\$300.00</u>
<u>1</u>	Replace vista on curb side with 4 pod to match new builds (return existing vista) Ref J3417	<u>\$650.00</u>
<u>1</u>	Re-wire, Re-program Weldon V-Mux System in Existing Truck	<u>\$650.00</u>
Qty	SECTION 7 - INTERIOR	
	Remove Old Flooring, Replace wood sub floor, Inspect Aluminum and repair reseal to exterior. Replace with Seamless one-piece Lon Plate Flooring with New Trim and Cot Mount Plates, Replace stainless sill's & skid tape	
<u>1</u>	Specify Color: Grey 157 Flecks	<u>\$2,900.00</u>
<u>1</u>	Spray stainless door sills at side & rear entry with Black rubber liner	<u>\$250.00</u>
<u>1</u>	Sand & Polish Corian Countertop	<u>\$275.00</u>
<u>1</u>	Replace Stainless Steel Kick Plate on Left Wall and Squad Bench	<u>\$1,750.00</u>
<u>1</u>	Replace Stainless Steel drawer face (each)	<u>\$80.00</u>
Qty	INTERIOR	
<u>1</u>	EVS EMT Seat w/Child Seat and 6-pt Seatbelt w/Base 102 Gunmetal	<u>\$2,750.00</u>

<u>10</u>	Replace Plexie Glass (per cabinet section)	<u>\$1,900.00</u>
<u>1</u>	Front Console for Type I with Arm Rest and Storage (upgrade) Match current builds Ref J3417	<u>\$390.00</u>
<u>1</u>	Recover all colored pads in Osage box-Vinyl (Doesn't incl. EVS Seat Pads) 102 Gunmetal	<u>\$1,125.00</u>
<u>Qty</u>	INTERIOR	
<u>2</u>	Coat Stainless Grab Rail Yellow (each)	<u>\$300.00</u>
<u>4</u>	Coat Stainless Door Pull Yellow (each)	<u>\$520.00</u>
<u>1</u>	Remove existing south park handle and fill in holes	<u>\$75.00</u>
<u>1</u>	Install new customer supplied Knox Med Vault in current location	<u>\$150.00</u>
<u>1</u>	Reconfigure front wall to match new builds this will delete the 2 Medi kool units and put in one Micro H. The roll up door area will get larger and there will be a cabinet above. Ref drawings for new builds. This will include insatlling new one (1) 12V outlet and one (1) new 110 outlet	<u>\$5,480.00</u>
<u>1</u>	Cover up existing suction recess on streetside. Delete the recess from the outside compartment as well and replace shelf with full sized shelf	<u>\$500.00</u>
<u>Qty</u>	SECTION 8 - COT MOUNTS, STAIR CHAIR, MONITOR BRACKETS	
<u>1</u>	Stryker Power Load	<u>\$55,000.00</u>
<u>Qty</u>	SECTION 9 - HVAC SYSTEM	
<u>1</u>	Auxiliary condenser mounted on front of box, (if applicable) requires removing interior cabinets (relocate to match new builds and fill in exisiting holes)	<u>\$2,900.00</u>
<u>1</u>	Mermaid Micro H / Micro depth cabient installed in front wall (CONSTANT HOT)	<u>\$3,800.00</u>
<u>1</u>	Engine Driven AC Compressor (Requires Auxiliary condenser Option Also)	<u>\$4,705.00</u>
<u>1</u>	Ac system to be replaced with Danhard 917 equilvant. This includes changing the front condenser to the new style, lowering condenser from currnet location and insatlling 7 M9's above to match new builds. Fill existing holes and repaint	<u>\$750.00</u>
<u>Qty</u>	SECTION 10 - MIRROR, HIND-SIGHT, BACKUP CAMERA & SPOTLIGHTS	
<u>1</u>	Remove & Reinstall Reverse Camera (Incl. New Mounting Plate)	<u>\$175.00</u>
<u>Qty</u>	SECTION 12 - EXTERIOR	
<u>1</u>	Cab Running Board with Grip Strut Inserts	<u>\$1,350.00</u>
<u>1</u>	Rear Step Bumper with Flip-Up Center Section	<u>\$1,200.00</u>
<u>1</u>	Diamond Plate Rear Full Width (stainless not Diamond plate)	<u>\$425.00</u>
<u>1</u>	Diamond Plate Stone Guards Front (pair) (stainless not diamond plate)	
<u>1</u>	License Plate Holder Cast Aluminum (Standard in Package)	<u>\$120.00</u>
<u>1</u>	Zico Retractable Side Entry Step	<u>\$3,475.00</u>
<u>1</u>	Rear Wheel Fender (Pair) Stainless Steel	<u>\$675.00</u>
<u>1</u>	Adjustable Shelf In Exterior Compartment with one Shelf #2 Comp Replace Existing With Full Size Shelf	<u>\$240.00</u>
<u>Qty</u>	EXTERIOR	
<u>1</u>	Dry Deck in all Exterior Compartments (5 Compartments) 6 total	<u>\$675.00</u>
<u>10</u>	Rotary Door Latch each	<u>\$550.00</u>
<u>3</u>	Door Window Hehr Replacement Sliding Glass(each)	<u>\$630.00</u>

<u>1</u>	Reflective Tape in Osage Rub Rail Color: <u>R/W</u>)	<u>\$415.00</u>
<u>4</u>	Aluminum Rub Rails (each) Osage Style	<u>\$700.00</u>
<u>1</u>	Cast rear door grabbers (pair) One Pair Standard	<u>\$200.00</u>
<u>1</u>	Laverne Black Grill Guard (Prowler)	<u>\$1,950.00</u>
<u>Qty</u>	EXTERIOR	
<u>1</u>	Truck Number Holders (Painted Box Color) each	<u>\$550.00</u>
<u>1</u>	Aluminum Bracket to Hold in Backboards	<u>\$100.00</u>
<u>1</u>	DA sand aluminum in 5 exterior compartments and door skins	<u>\$1,500.00</u>
<u>Qty</u>	SECTION 13 - PAINT, TAPE, LETTERING	
	OSAGE BOX Sandblast all original paint including door jams and repaint with PPG paint (see procedure for details). (Does not include Re-Lettering) 151" Box or longer (includes New LED clearance lights, door switches, any bad rotary latches and rusted	
<u>1</u>	Nader pins)	<u>\$19,000.00</u>
<u>1</u>	Paint any color other than White , Includes Red, Yellow, Blue, Silver ect.	<u>\$1,400.00</u>
<u>1</u>	Wet-sand and Buff Paint on 151" Box or over	<u>\$4,050.00</u>
<u>1</u>	Paint Cab and Box - Two Colors (Door Jams Included)	<u>\$6,300.00</u>
<u>1</u>	Paint Box Roof White on Colored Box	<u>\$950.00</u>
	6" 3M Reflective Diamond Grade Chevrons, Two Alternating Color	
<u>1</u>	Around Doors	<u>\$3,275.00</u>
<u>3</u>	Add Two-Color, 6" Reflective Bottom of Entry Door, each (18" Tall)	<u>\$600.00</u>
<u>1</u>	Labor To Remove Old Chevrons From Entry Door Panels	<u>\$150.00</u>
<u>1</u>	6" Chevron Diamond Grade Two Colors Rear Doors	<u>\$1,540.00</u>
<u>1</u>	Graphics to match layout for new builds Hall County	<u>\$4,887.00</u>
<u>1</u>	Repaint interior aluminum cabinets marble stone	<u>\$12,700.00</u>



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (09/22/25)

REPORT TO: Voting Meeting (09/25/25)

ITEM NO: 554/2025

SUBJECT: Approve the award of IFB #019-46 Relocate Sanitary Sewer Forcemain Pipe at Howard Road for Public Works & Utilities to Kytile Backhoe & Construction, LLC of Lula, GA, in the amount of \$232,594.11.

Meetings:

Work Session Date: 09/22/25

Voting Meeting Date: 09/25/25

Executive Summary:

Presenter: BK

Recommendation: Approve.

Purpose of Request:

Approve the award of IFB #019-46 Relocate Sanitary Sewer Forcemain Pipe at Howard Road for Public Works & Utilities to Kytile Backhoe & Construction, LLC of Lula, GA, in the amount of \$232,594.11.

History:

This was originally Task Order #2026-008; however, the responses were cost prohibitive. Thus, the TO was cancelled, and an IFB was issued to solicit more competitive pricing.

Facts and Issues:

Kytile Backhoe & Construction, LLC will install a 12" HDPE pipe for the contracted price.

Options:

Funding Requested

\$ 232,594.11

Are funds within current budget?

Yes

Source of Funds

Water and Sewer Fund

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

Yes

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item?

Approvals:

Buyer	Submit	Approve	Purchasing
-------	--------	---------	------------

Buyer	Submit	Approve	Purchasing
AY	WK	WK	AY
Budget	Finance	Attorney	Administration
JM	TS	JL	CR
Clerk			
AD			

Attachments:
Financial Supplement
Contract Cover Sheet
Contract for Services
Bid Tab



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

AGENDA ITEM 554/2025

Funds Requested: \$ 232,594.11

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Water and Sewer Fund

Yes

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	505-WATER AND SEWER FUND	4430-SPOUT SPRINGS RECLAMATIONPLANT	541400-INFRASTRUCTURE	\$232,594.11

Budget Transfer Items:

Fiscal Year	Fund	Division	Account	Amount
2026	505-WATER AND SEWER FUND	4430-SPOUT SPRINGS RECLAMATIONPLANT	541400-INFRASTRUCTURE	\$232,595.00
2026	505-WATER AND SEWER FUND	4430-SPOUT SPRINGS RECLAMATIONPLANT	522201-REMODEL/RENOVATIONS	\$-232,595.00

Additional Information/Comments:

Budget transfer would be from the \$259,900 approved for "Pump Station Rehabilitations" within the Water and Sewer Fund.

Contact for Questions: BK

Phone:

770-531-6800



Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

CONTRACT EXECUTION SIGNATURE REQUEST

Date: September 8, 2025

To: David Gibbs, Chairman, BOC

From: Andy Youngblood, Purchasing Manager

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 019-46

Bid/Contract Name: Relocate Sanitary Sewer Forcemain Pipe at Howard Road

Department(s) Requesting Contract: Public Works & Utilities

Award Recipient Name: Kytly Backhoe & Construction LLC

Contract Description:

☐ Annual Contract ☒ New ☐ Renewal

FY 2025 Projected Spend: \$N/A

☐ Price Increase Requested Increase Percentage: N/A

☒ Project/Service Contract FY 2026 Estimated Amount:\$232,594.11

☐ Product Contract Estimated Amount:

Comment:

Approve the award of IFB #019-46 Relocate Sanitary Sewer Forcemain Pipe at Howard Road for Public Works and Utilities to Kytly Backhoe & Construction, LLC of Lula, GA. They will install a 12" HDPE pipe for the contracted price. The FY 2026 Estimated amount has been reviewed against the projected FY 2026 budget by Finance.

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 Youngblood



Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
Exhibit B – Contract for Services

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT #019-46

For the provision of

Relocate Sanitary Sewer Forcemain Pipe at Howard Road

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 Youngblood

ARTICLE #101 – INTRODUCTION

This Contract for the relocation of the existing sanitary sewer forcemain pipe under Howard Road in Hall County (hereinafter "Services") is made and as entered into as of 9-3-25 (execution date) and 9-3-25 (effective date) is by and between Hall County, Georgia, (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and KYTLE BACKHOE & CONSTRUCTION LLC which is principally located at 5366 LATTY RD LULA, GA 30554 (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.

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 –Cost Proposal Worksheet*, which shall be fixed and firm for the duration of the contract unless modified by mutual consent via an 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

Bill King, PE
Assistant Director, Public Works & Utilities
Hall County Government
2875 Browns Bridge Rd
Gainesville, GA 30504
wking@hallcounty.org
Ph: 770-531-6800

COUNTY ISSUING OFFICER

Andy Youngblood
Purchasing Manager
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
andrew.youngblood@hallcounty.org
Ph: (770) 531-4940

CONTRACTOR'S CONTACT INFORMATION

Contact Names: CHRIS KYTLE

Email Address(es): CHRIS@KYTLEBACKHOE.COM

Phone Number(s): 770-652-7615

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

The term will be forty-five (45) calendar days from the date of the issuance of a Notice to Proceed.

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 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, 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.
- H. **Liquidated Damages.** In the event that the Contractor unreasonably delays completion of the project as per the term in *ARTICLE #105 – CONTRACT TERM* or abandons the project before completion, the Contractor shall pay the County liquidated damages in the amount of three hundred fifteen dollars and 00/100 (\$315.00) per day until final completion.

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 an individual serving as a replacement to County, and/or (iii) provide County with a résumé and any other information regarding an 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 subcontractor(s) to provide the Services described in Scope of Work prior to subcontractor(s) performance of work. Such non-disclosure of subcontractors 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.

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 # 119 – NO WAIVER

- A. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its terms. The representatives of the Parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto.
- B. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
- C. **Vehicles and Equipment.** Except for any specified County-owned equipment and vehicles listed herein, Contractor warrants that no Contractor employees, subcontractors, or others will use County-owned vehicles or equipment in the performance of this Contract without express written consent of the County. Contractor shall be responsible for providing all transportation and equipment necessary to deliver Services under the Contract.

ARTICLE # 120 – INTELLECTUAL PROPERTY RIGHTS and OWNERSHIP

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

ARTICLE # 121 – COMPENSATION

- A. The County will pay the Contractor for the Services provided pursuant to this Contract and in accordance with the prices quoted and conditions set forth in the Bidder's response on *Exhibit C – Cost Proposal Worksheet*, which is attached hereto and incorporated into this Contract as if fully set forth herein. Payments will be made monthly in arrears to the Contractor after acceptance of the Contractor's delivered Services by the County, and after receiving receipt of undisputed invoice to the County.
- B. Prices quoted shall be firm and fixed throughout the term of this Contract, unless otherwise amended or modified by mutual agreement.
- C. Cost may be prorated for Services added or removed under this Contract to align cost with the remaining term of Contract.
- D. It is understood that this proposal is made without collusion or fraud. Contractor understands and acknowledges that collusive bidding is a violation of state and federal law and may result in the cancellation of the Contract.

ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR

- A. 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 a PO issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO 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 – 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 or deficiencies within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency or deficiencies, 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

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 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

The County may 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 it is responsible for any sales and use tax it 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.
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 Contractor's Full Legal Name Below:

KYTLE BACKHOE & CONST LLC

By: Chris Kytle

Print Name: CHRIS KYTLE

Title: OWNER

HALL COUNTY, GEORGIA

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

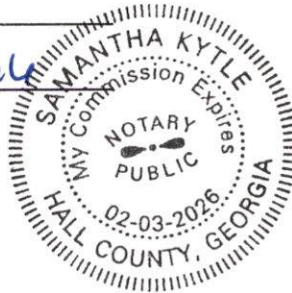
Sworn to and subscribed before me this

3 Day of September, 2025.

Attestation: _____
Board of Commissioners Clerk

Notary Public: S. Kytle

Notary commission expires: 2-3-26
[Locus Sigilli – Seal or Stamp]



APPROVED AS TO FORM

Nathaniel R. Anderson
Nathaniel R. Anderson,
Senior Assistant County Attorney

IFB #019-46, Relocate Sanitary Sewer Forcemain Pipe at Howard Rd	W L GRIFFIN COMPANYLLC	COMPLETE SITE, LLC	KYTLE BACKHOE & CONSTRUCTION, LLC	WILCORP, INC	STRICKLAND & SONS PIPELINE, INC.
	GILLSVILLE, GA	CANTON, GA	LULA, GA	TOCCOA, GA	GAINESVILLE, GA
ITEM DESCRIPTION	PRICE	PRICE	PRICE	PRICE	PRICE
12" DIP (include 70 Linear Ft of Steel Casing)	\$409,071.00	\$254,000.00	\$300,880.12	\$475,026.00	\$483,715.00
12"HDPE (Include 70 Linear Ft of Steel Casing)	\$328,032.00	\$276,000.00	\$232,594.11	\$414,554.00	\$446,293.00

BIDS MAILED: 16 HALL: 5

BIDS RECEIVED: 5 (1-NO BIDS) HALL: 3



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (09/22/25)

REPORT TO: Voting Meeting (09/25/25)

ITEM NO: 540/2025

SUBJECT: Approve the continuation award and any supplemental funding of the FY 2026 Victims of Crime Act (VOCA) Grant for the Solicitor's Office to provide direct support to crime victims in the amount of \$125,741.00, and if awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. No match is required.

Meetings:

Work Session Date: 09/22/25

Voting Meeting Date: 09/25/25

Executive Summary:

Presenter: IG

Recommendation:
Approval

Purpose of Request:

Approve the continuation award and any supplemental funding of the FY 2026 Victims of Crime Act (VOCA) Grant for the Solicitor's Office to provide direct support to crime victims in the amount of \$125,741.00, and if awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. No match is required.

History:

The Solicitor's Office has received this funding since 2001.

Facts and Issues:

The VOCA program, created in 1984, provides federal funding to support victim assistance and compensation programs, to provide training for diverse professionals who work with victims to develop projects to enhance victims' rights and services, and to undertake public education and awareness activities on behalf of crime victims.

Options:

Funding Requested \$ 0.00

Are funds within current budget? Yes

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	IG	IG	SG
Budget	Finance	Attorney	Administration
JM	TS	JL	CR
Clerk			
AD			

Attachments:

VOCA 26-27 Solicitor's Budget



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

AGENDA ITEM 540/2025

Funds Requested: \$ 0.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	250-MULTIPLE GRANT FUND	2301-SOLICITOR	331150-FEDERAL€OPERATING INDIRECT	\$-125,741.00
2026	250-MULTIPLE GRANT FUND	2301-SOLICITOR	511100-SALARIES	\$125,741.00

Budget Transfer Items:

Additional Information/Comments:

Budget guidelines are still under review with CJCC/PAC, and line items are subject to change. The grant period of performance is from October 1, 2025, to September 30, 2026.

Contact for Questions: IG

Phone:

CJCC Budget Detail Worksheet

Agency Name:	PAC
Subgrant Number:	
Project Name:	Hall County SG VWAP
Select grant type:	VOCA

Purpose: This Budget Detail Worksheet is used to verify all Subgrant Expenditure Requests (SERs) and to determine whether costs are allowable, reasonable and justified. Please fill it out completely with the Subgrant Adjustment Request (SAR) #1 in your award packet and for each subsequent SAR that requires a budget change. All required information must be present in the budget narrative, regardless of format.

NOTE - If you need extra lines in the spreadsheet under one of the categories: 1) Highlight an entire row or block of lines within the same category 2) Keeping your mouse over the highlighted row or block, right click and select the copy option by left clicking 3) Next, right click with your mouse again on the highlighted row or block and chose the option "insert copied cells" by left clicking If you selected only a block and not the entire row, a new tile will open up and select the option "Shift cells down" and click OK. Use of this technique will ensure that you don't change the formulas inserted in the spreadsheet.

A (1). Personnel-- List each position by title and name of employee, if available. In order to calculate the budget enter the annual salary and the percentage of time to be devoted to the program. Compensation of employees engaged in program activities must be consistent with that for similar work within the applicant agency.

Title	First and Last name	Salary Rate	% Time to Project	Select Pay Period Frequency	Cost	Match?
Victim Services Coordinator	Tammy Michelle Myers	\$65,803.92	73%	Biweekly	\$48,036.00	
Victim Advocate	Daniel Vice	\$55,080.21	73%	Biweekly	\$40,247.00	
Victim Advocate	Vacant	\$51,313.60	73%	Biweekly	\$37,458.00	
					\$0.00	
					\$0.00	
					\$0.00	

Title	First and Last name	Hourly wage	Hours per week on project	Weeks worked annually	Select Pay Period Frequency	Cost	Match?
						\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	
PERSONNEL TOTAL						\$125,741	

A (2). Volunteers -- If applicable, simply enter the number of hours of service volunteers will perform. Volunteers must be valued at \$15/hour unless approved by CJCC staff for a higher rate. Do not change the drop-down selection box from "In-kind" or your match will not calculate correctly.

Volunteers	Hours	Rate	Total value	Match
			\$ -	In-Kind
VOLUNTEERS TOTAL			\$0.00	

A (3). Fringe-- Amounts should be based on actual costs or a formula for personnel listed above, utilizing the percentage of time devoted to the program. Fringe benefits on overtime hours are limited to FICA, Worker's Compensation and State Unemployment Compensation. Costs included within this category are: FICA (employer's portion of Social Security and Medicare taxes), employer's portion of retirement, employer's portion of insurance (health, life, dental, etc.), employer's portion of Worker's Compensation and State Unemployment Compensation.

Title	First and Last name	Total annual salary or wages	Select fringe type	Enter rate of each fringe benefit as a percentage of salary or wages	% Time to Project	Cost	Match?
						\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	
FRINGE TOTAL						\$0.00	

PERSONNEL GRAND TOTAL \$125,741

B. Travel-- Funds must be budgeted in compliance with State of Georgia Statewide Travel Regulations. Itemize travel expenses of program personnel by category (e.g. mileage, meals, lodging, incidentals, and airfare) and purpose (e.g. training, field interviews, and advisory group meetings) and identify the location, if known. For training programs, list travel and meals for participants separately. Show the budget calculation (e.g. six people attending three-day training at \$X airfare, \$X lodging, \$X meals/ incidentals). **If selecting "airfare" enter 1 in the nights/days field and use the round-trip costs.** Please note that the maximum reimbursement rate is \$0.565 per mile, but if your agency's reimbursement rate is lower you

Trainings and Conferences **All trainings and conferences must be pre-approved by submitting an agenda to your Specialist or Auditor.							
Purpose of Travel	Staff member	Item	Cost	# Individuals	# Nights/Days	# Trips	Match?
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00

							\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	

Mileage							
Purpose of Travel	Staff member	Location or Coverage Area	Cost per mile	Miles per grant year	Total Cost	Match?	
					\$0.00		
					\$0.00		
					\$0.00		
					\$0.00		
					\$0.00		
					\$0.00		
					\$0.00		
					\$0.00		
					\$0.00		
TRAVEL TOTAL					\$0.00		

C. Equipment-- List non-expendable items to be purchased. Applicants should analyze the benefit of purchased versus leased equipment, especially high cost and electronic or digital items. Explain how the equipment is necessary for the success of the program. Show the budget calculation. Attach a narrative describing the procurement method to be used. Please note that all items must be at least \$5,000 per unit to be considered equipment. Otherwise please list items in "Supplies."

Equipment Item	Cost per Unit	# Items	Vendor	Cost	Match?
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
EQUIPMENT TOTAL				\$0.00	

D. Supplies-- List items by type (e.g. office supplies, postage, copier usage, training supplies, publications, audio/video (batteries, film, CD/DVD's, etc.), office furniture, computer software, educational/therapeutic supplies, uniforms, weapons (law enforcement and prosecution units only). Show budget calculation. For example, where an item is office supplies, enter \$100 for cost per unit; "month" for define unit; 12 for # units, and Office Palooza for Vendor. Leave "define unit" blank if not applicable.

Item	Cost per unit	# Units	Vendor	Cost	Match?
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
SUPPLY TOTAL				\$0.00	

E. Printing-- List items by type (e.g. letterhead/envelopes, business cards, training materials). Show budget calculation. For example, where an item is business cards, enter \$15 for cost per unit; "box" for define unit; 2 for # units, and Print Mania for Vendor. Leave "define unit" blank if it is not applicable.

Item	Cost per unit	# Units	Vendor	Cost	Match?
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
PRINTING TOTAL				\$0.00	

F. (1) Other Costs-- List items by type (e.g. real property lease, repairs/maintenance, utilities, copier rental/lease, postage meter, insurance & bonding, dues & subscriptions, advertising, registration fees, film processing, notary services, public relations, communication services - indicate if DOAS is provider). Show budget calculation. For example, provide the office space square footage and the lease rate or provide the monthly lease amount and the number of months leased. For unit enter time period as applicable (i.e., "month" for utility costs) or leave blank for items such as registration that require a one-time fee.

Item	Cost per unit	# of Units	% Charged to Grant	Vendor	Cost	Match?
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
F. (1) Subtotal					\$0.00	

F. (2) Consultant Fee: Enter the name, if known, and service to be provided. Show the budget calculation; for example, the hourly or daily rate (8 hours) multiplied by the

estimated number of units (eg., 1 hour of therapy).

Name of Consultant	Service Provided	Cost per unit	Define Unit of Service	# Units	Cost	Match?
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
F. (2)Subtotal					\$0.00	

F. (3) Contracts: Provide a description of the product or service to be procured by contract and a cost estimate. Applicants are strongly encouraged to use a competitive procurement process in awarding contracts. A separate justification must be provided for sole source contracts in excess of \$100,000.

Name of Consultant	Service Provided	Cost per unit	Define Unit of Service	# Units	Cost	Match?
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
F. (2)Subtotal					\$0.00	

F. (4) Indirect Cost: If your agency has a negotiated rate, a copy of the Indirect Cost Rate Agreement must be submitted with your contract budget. Applicants may elect to use an amount up to the ten percent (10%) de Minimis rate of their Modified Total Direct Costs (MTDC) base. MTDC includes the cost of salaries, wages and fringe benefits of personnel that work directly on the project, and other operational costs such as supplies, printing, and travel that are directly related to the project. To use the de Minimis indirect cost rate complete the MTDC Calculator in the next tab. When you have completed this calculator, the total indirect cost will transfer to the space below.

Indirect Cost \$0

F. OTHER TOTAL \$0

G. Match Waiver: If your agency would like to request a match waiver, you should submit a letter, on your agency's letterhead, to the Georgia Criminal Justice Coordinating Council (CJCC). The letter should outline the reasons why your agency will have trouble meeting the full match requirement and should indicate the amount of match you are able to provide for

G. Match Waiver Amount: 31435

Budget Summary--When you have completed this budget worksheet, the totals for each category will transfer to the spaces below. The total costs and total project costs will be computed via Excel formula. Indicate the amount of grant funds requested and the amount of non-grant funds that will support the project.

Budget Category		Amount	
A. Personnel and Fringe		\$125,741	
B. Travel		\$0	
C. Equipment		\$0	
D. Supplies		\$0	
E. Printing		\$0	
F. Other		\$0	
TOTAL PROJECT COSTS		\$125,741	
Award		\$125,741	
Match Amount		\$0	
Match Breakdown	Cash	\$0	100%
	In-Kind	\$0	0%

Budget Narrative

2026 VOCA SG Award amount of \$125,741 will be applied directly to the salaries of (1) Victim Services position, and (2) Victim Advocate positions. Hall County will cover the full fringe benefit amount at an estimated rate of 37%, \$63,713, of these (3) positions from local funding. The difference in salary funding totaling \$46,457 will be funded through Hall County's Local Victim Assistance Fines (5%). VOCA: \$125,741, 5%: \$46,457, Local: \$63,713, Total Project Cost: \$235,911.

NOTE: If a Non-Grant expense amount is entered, make sure those items for which they will be used must be incorporated into your overall budget. Indicate clearly throughout you budget narrative and detail worksheet for which items these funds will be used.



AGENDA ITEM

Consent Agenda

REPORT TO: **Work Session (09/22/25)**

REPORT TO: **Voting Meeting (09/25/25)**

ITEM NO: 577/2025

SUBJECT: Approve the software purchase agreement for homestead auditing and administration for the Tax Assessors Office to The Exemption Project, Inc. (dba TrueRoll) of Chicago, IL. The estimated annual cost is \$81,076.00.

Meetings:

Work Session Date: 09/22/25

Voting Meeting Date: 09/25/25

Executive Summary:

Presenter: SW

Recommendation:
Approve

Purpose of Request:

Approve the software purchase agreement for homestead auditing and administration for the Tax Assessors Office to The Exemption Project, Inc. (dba TrueRoll) of Chicago, IL. The estimated annual cost is \$81,076.00.

History:

Steve Watson has investigated and reviewed potential contract agreements with True Roll for 2 years. TrueRoll started marketing Hall County approximately 2 years ago and Watson attended various presentations, interviewed principals of company, and consulted with colleagues before making a decision to prioritize implementation into the FY 2026 budget cycle.

Facts and Issues:

Options:

End-to-End Homestead Administration™: Full Suite: TrueRoll's world-leading end-to-end eligibility audit, monitoring, and change detection system for homestead administration includes both Application Vetter™ and Proactive Monitoring™. Delivered through a comprehensive, web-based administration suite. This solution manages the dynamic eligibility of property tax benefits-such as homesteads, exemptions, deductions, and credits-across new (paper or electronic) and existing homesteads as their eligibility changes.

Includes 25 Investigation Reports Delivered per year. Investigators will provide a specified number of Investigation Reports per year that contain a recommendation and annotated evidence of an unqualified homestead. Includes up to the same number of ad hoc investigation requests.

Additionally, Investigative Reports deliver information on potential applicants for higher exemptions giving the county the opportunity to communicate the eligibility to identified property owners and instructing them on how to apply for the applicable homestead exemption.

Fee is \$79,576 per year with a one time initial set up fee of \$1,500. This is a total 3-year subscription agreement if renewed each year for the full-term.

If the value provided by the Services in the form of the total of both the back taxes collected and the assessed value added to the tax roll that the Services help to discover is less than the Fee for the Initial Term, Company will refund the difference between the paid Fee and the Total Revenue Value Received after the Initial Term.

Funding Requested	\$ 81,076.00
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
RW	AD	AY	JM
Finance	Attorney	Administration	Clerk
TS	JL	CR	AD

Attachments:

Financial Supplement
Contract Signature Request Cover Sheet
Contract for True-Roll Software
Sole Source Form



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

AGENDA ITEM 577/2025

Funds Requested: \$ 81,076.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

General Fund

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	100-GENERAL FUND	1550-TAX ASSESSOR	521000- PROFESSIONAL SERVICES	\$81,076.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: SW

Phone: 770.531.6733



Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

CONTRACT EXECUTION SIGNATURE REQUEST

Date: September 18, 2025

To: David Gibbs, Chairman, BOC

From: Andy Youngblood, Purchasing Manager

Your signature is requested to execute the attached Contract:

Bid/Contract Number: EXEMPT

Bid/Contract Name: TrueRoll Software Services Agreement

Department(s) Requesting Contract: Tax Assessors

Award Recipient Name: The Exemption Project dba TrueRoll, Inc.

Contract Description:

☒ Annual Contract ☒ New ☐ Renewal

FY 2025 Projected Spend: \$N/A

☐ Price Increase Requested Increase Percentage: N/A

☒ Project/Service Contract FY 2026 Estimated Amount:\$81,076

☐ Product Contract Estimated Amount:

Comment:

Approve the software purchase for homestead auditing and administration for the Tax Assessors Office to The Exemption Project, INC., dba TrueRoll, of Chicago, IL, in the amount of \$81,076.00. Fee is \$79,576 per year with a one-time initial set up fee of \$1,500.

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

The FY 2026 Estimated amount has been reviewed against the projected FY 2026 budget by Finance.

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 Youngblood

SOFTWARE SERVICES AGREEMENT

THIS SOFTWARE AGREEMENT (THE "AGREEMENT") IS ENTERED INTO ON
October 1, 2025 (THE "EFFECTIVE DATE") BETWEEN Hall County, GA
("CUSTOMER")

AND

THE EXEMPTION PROJECT, INC., (D.B.A. TrueRoll™)
A DELAWARE CORPORATION AT 320 W OHIO ST. STE 3W, CHICAGO, IL
60654 ("COMPANY").

1.1 WHEREAS, the Customer requests Company to deliver services related to the accuracy of their tax roll and primary residence based homesteads/exemptions/credits/deductions ("Services").

1.2 WHEREAS, the Services will assist the Customer in fulfilling its statutory obligations under the state tax code;

1.3 WHEREAS, Company agrees to provide Services for the Customer under the terms of this Agreement;

1.4 WHEREAS, Company will provide said Services in exchange for the annual fee established in this contract

1.5 THEREFORE, under these terms of this Agreement, Company agrees to deliver Services described below. The services selected by the customer to initiate this agreement is identified as ("Services").

Software & Services

End-to-End Homestead Administration™: Full Suite: TrueRoll's world-leading end-to-end eligibility audit, monitoring, and change detection system for homestead administration includes both Application Vetter™ and Proactive Monitoring™. Delivered through a comprehensive, web-based administration suite, our solution manages the dynamic eligibility of property tax benefits—such as homesteads, exemptions, deductions, and credits—across new (paper or electronic) and existing homesteads as their eligibility changes.

25 Investigation Reports Delivered / year

Investigators will provide a specified number of Investigation Reports per year that contain a recommendation and annotated evidence of an unqualified homestead. Includes up to the same number of ad hoc investigation requests.

Implementation Scope: Implementation is supported by existing products and basic refresh processes est 0 - 20 hours	
Pricing	
Annual Subscription	\$79,576
One-Time Setup	\$1,500
Payment Schedule	
Year 1 (Pro-rated Annual Subscription + Setup)	\$63,370
Year 1 Term ("Initial Term")	October 1, 2025 - June 30, 2026
Year 2 (Annual Subscription)	\$79,576
Year 2 Term ("First Renewal Term")	July 1, 2026 - June 30, 2027
Year 3 (Annual Subscription)	\$79,576
Year 3 Term ("Second Renewal Term")	July 1, 2027 - June 30, 2028

1.6 All work performed by the Company will be under the direct supervision and control of the Customer. Notwithstanding, this Agreement requires Company to use its best efforts to ensure that the Customer's goals in retaining Company will be fulfilled.

1.7 The Customer agrees to make available requested electronic versions of the most recent tax roll data, previous audit details where applicable, and exemption application forms where applicable, for the calendar years for which the Services to be performed are applicable. Such information will be provided within the law.

1.8 Company will provide its Services under state and local regulations that govern this Agreement. Subject to the terms hereof, Company will provide Customer with reasonable technical support services under Company's standard practice. The Company's standard practice is available at www.trueroll.io/terms or in writing upon request.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 The Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services; modify, translate, or create derivative works based on the Services or any software (except to the extent permitted by Company or authorized within the Services). If in the course of providing the Services Company receives any feedback from the Customer relating to the Services ("**Customer Feedback**"), Company is free to use such Customer Feedback. The Customer hereby assigns and agrees to assign all of its rights in the Customer Feedback to Company, without any right to compensation.

2.2 The Customer represents, covenants, and warrants that the Customer will use the Services only in compliance with Company's standard published policies located at <https://www.trueroll.io/service-use-policy> then in effect (the "**Policy**"), provided that the Policy is presented to the Customer, and all applicable laws and regulations. Although Company has no obligation to monitor the Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.3 The Customer will obtain and maintain any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers (collectively, "**Equipment**"). The Customer will also maintain the security of the Equipment, the Customer account, passwords (including but not limited to administrative and user passwords) and files, and be responsible for all uses of the Customer account or the Equipment with or without the Customer's knowledge or consent.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 During the normal course of business, either party may disclose or make available information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information to each other, whether orally or in written, electronic, or other form or media/in written or electronic form or media, whether or not marked, designated, or otherwise identified as "confidential" (collectively, "**Proprietary Information**"). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of the Customer includes non-public data and other content, in any form or medium, provided by the Customer to Company to enable the provision of the Services, but that is not provided, collected or generated by Company ("**Customer Data**"). Proprietary Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party at the time of disclosure; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party. The receiving party shall not disclose the disclosing party's Proprietary Information to any person or entity, except to the receiving party's employees who have a need to know the Proprietary Information for the receiving party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law (e.g., public record laws, freedom of information laws, etc); or (ii) to establish a party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, upon written request the receiving party shall promptly return to the disclosing party all copies, whether in written, electronic, or other form or media, of the disclosing party's Proprietary Information, or destroy all such copies and certify in writing to the disclosing party that such Proprietary Information has been destroyed. However, the receiving party can retain Proprietary Information to the extent contained in deleted emails and electronic documents which are archived by or on behalf of the receiving party consistent with the receiving party's

standard archival processes but which, in the ordinary course of operations, are not accessible by the individuals who created or received such emails or documents. Each party's obligations of non-disclosure with regard to Proprietary Information are effective as of the Effective Date and will expire 5 years from the date first disclosed to the receiving party.

3.2 The Customer grants to Company the right to use Customer Data to the fullest extent necessary or useful for Company to perform Services offered by the Company, enforce this Agreement, and exercise Company's rights as stated herein. Company owns all Service Data. **"Service Data"**. Service Data is defined as information and data that Company derives or aggregates from (a) Company's performance of the Services and operation of its software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with the implementation of the Services or support, (c) all intellectual property rights related to any of the foregoing, and (d) any data that is equivalent to, based on, or derived from the Customer Data and has been provided to the Customer as part of the Services.

3.3 Notwithstanding anything to the contrary, Company has the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein including the resale of the Customer's data granted to Company by the Customer which is expressly prohibited.

4. PAYMENT OF FEES

4.1 The Customer will pay Company the fees described in this contract or the applicable Proposal for the Services in accordance with the terms therein (the **"Fees"**). Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or then current renewal term, upon 30 days prior notice to the Customer (which may be sent by email). If the Customer believes that Company has billed the Customer incorrectly, the Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the alleged error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

4.2 Company will bill through an annual invoice unless otherwise requested by customer, in which case, full payment for invoices issued in any given year must be received by Company 30 days after the mailing date of the invoice. If the Customer fails to make any undisputed payment when due, without limiting Company's other rights and remedies: (i) Company may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) the Customer will reimburse all expenses, including reasonable attorney's fees, incurred by Company to collect any undisputed, unpaid Fees owed by the Customer and (iii) if such failure

continues for 10 days or more, Company may terminate the contract under which the Fees are unpaid, terminate all Services, or suspend its performance of Services until the Customer pays the undisputed Fees in full. The Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

4.3 Company's goal is to provide the Customer with a value of at least equal to the Fee as provided in Section 4.1. for the Initial Term. If the value provided by the Services in the form of the total of both the back taxes collected and the assessed value added to the tax roll (collectively called "Total Revenue Value Received") that the Services help to discover is less than the Fee for the Initial Term, Company will refund the difference between the paid Fee and the Total Revenue Value Received after the Initial Term. In order to qualify for a refund, the Customer must, within 30 days of the end of the Initial Term submit proof that the Customer did apply Company's Services correctly and that the value added to the tax roll is less than the Fees paid for the Term and the back taxes on all discovered historically unqualified exemptions was attempted to be recovered to the full extent of the state's laws. All refunds are discretionary as determined by Company. To further clarify, Company will not provide refunds for requests made after the 30 day refund period from the end of the Initial Term and all Fee payments must be made on a timely basis.

5. TERM AND TERMINATION

5.1 The initial term of this Agreement commences as of the Effective Date. Unless terminated earlier pursuant any of the Agreement's express provisions, the term will continue in effect until one (1) year from such date (the "Initial Term"). This Agreement will automatically renew for additional successive one (1) year terms for up to a total of four (4) renewal terms unless earlier terminated pursuant to this Agreement's express provisions or either party gives the other party written notice of non-renewal at least [30] days prior to the expiration of the then-current term (together with the Initial Term, the "**Term**"). Each successive year renewal price increase shall be no greater than 5% of the previous year's fee. The Customer shall be notified in writing at least thirty (30) days prior to the end of the service Term should the price increase be greater than 5%.

5.2 In addition to any other remedies it may have, either party may terminate this Agreement upon a material breach of this Agreement by the other party (a) immediately, upon written notice to the other party, if the breach is non-remediable, or (b) 30 days after giving written notice to the other party if the other party has failed to cure a remediable breach or provide a written plan of cure reasonably acceptable to the non-breaching party.

5.3 Upon termination of this Agreement, Customer access to the Services will be immediately discontinued. The Company will securely archive all data associated with the Customer, including data provided by the Customer ("Customer Provided Data"), data generated or derived

through the Services ("Derived Data"), and data entered by end-users ("**Customer Entered Application Data**," such as notes entered into the application by Customer end-users). The archived data will be encrypted and retained in compliance with all applicable state-mandated record retention requirements.

5.4 This Agreement will remain active from the Effective Date until the date on which the Term between the parties expires or is terminated. Upon expiration or termination of the Agreement, the Customer will pay all due and unpaid Fees without further notice.

5.5 The rights and obligations of the parties set forth in this Section and in Sections which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, indemnification and limitations of liability.

6. LIMITED WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, COURSE OF PERFORMANCE, COURSE OF DEALING AND USAGE OF TRADE.

7. INDEMNITY

7.1 Each party (the "**Indemnifying Party**") shall defend and indemnify the other party (the "**Indemnified Party**") only to the extent permitted by law from and against any damages, liabilities, losses, and costs, including reasonable attorney's fees (collectively, "**Losses**") incurred by the Indemnified Party arising out of claims asserted by a third party against the Indemnified Party to the extent that the Losses are caused by the Indemnifying Party's breach of any of its obligations under this Agreement.

7.2 Company shall hold the Customer harmless from and against any Losses against out of any claim brought against the Customer for direct infringement by the Service of any United States intellectual property right existing as of the Effective Date; provided, Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; and further provided that such obligation will not apply to the extent any infringement arises.

from (a) any use of the Services in a manner not authorized by this Agreement or Company, or (b) Company's modification of the Services as instructed by Customer. If a court makes a final, non-appealable determination that the Services are infringing, then Company will, at its expense: (y) modify the Services to be non-infringing without materially affecting Company's obligations to the Customer under this Agreement, or (z) obtain for the Customer a license to continue using the Services. If neither of the foregoing is commercially practicable, Company may terminate this Agreement and the Customer's rights hereunder and provide the Customer a refund of any prepaid, unused fees for the Service. This Section sets forth the Customer's sole and exclusive remedies for any claim of infringement related to the Services under this Agreement.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, NEITHER COMPANY NOR ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES WILL BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES OF ANY KIND OR FOR ANY LOSS THAT COULD HAVE BEEN AVOIDED BY THE CUSTOMER'S USE OF REASONABLE DILIGENCE; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY THE CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

9. PRIVACY LAWS: DPPA / GLBA & FCRA

The Customer agrees to comply with applicable privacy laws and:

Understands that End-to-end homestead administration solution results may contain sensitive information governed by federal and state privacy protection laws, including the Federal Driver's Privacy Protection Act of 1994 ("DPPA"), the Gramm-Leach-Bliley Act ("GLBA"), and the Fair Credit Reporting Act ("FCRA"). Accordingly, the Customer hereby represents, acknowledges, and agrees to comply with all federal and state laws regarding privacy and disclosure of personal information, including the DPPA, GLBA, and FCRA; is eligible to receive personal driver's license and motor vehicle records information under the DPPA because its intended use of such information pursuant to this Agreement is permitted by the DPPA; shall not use, disclose, transmit, or in any way release any information it receives from the Company to any unauthorized employee, agent, or third party in violation of the DPPA, GLBA, FCRA, or any other privacy protection law; shall use current and updated security and internal controls to protect the personal information of individuals it receives from a breach of security. Breach of the

security of the system means the compromise of the security, confidentiality, or integrity of computerized data that results in, or there is a reasonable basis to conclude has resulted in, the unauthorized acquisition of and access to personal information maintained by the Customer; transmission of personal information received via e-mail or unencrypted via the internet is strictly prohibited; is responsible for ensuring that its employees, agents, or representatives with access or control over personal information received from the Company are trained and educated with regards to the requirements of the DPPA.

Understands the Company is not a "Consumer Reporting Agency," as defined by the FCRA (15 U.S.C. 1681, et seq.) and TrueRoll End-to-End Homestead Administration suite, and all its associated products and services results do not constitute a "consumer report," as defined by FCRA, and shall not be subject to FCRA requirements.

10. MISCELLANEOUS

(a) SEVERABILITY. If any provision of this Agreement is found to be unenforceable or invalid in any respect under any applicable law or rule in any jurisdiction, a court will, if possible, modify the provision to the extent required to make it valid and enforceable. Regardless, the invalidity, illegality or unenforceability of a provision will not affect any other provision, or the enforcement of the provision in any other jurisdiction.

(b) ASSIGNMENT. This Agreement is not assignable, transferable or sublicensable by the Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent, after giving reasonable notice in advance to the Customer.

(c) FORCE MAJEURE. With the exception of the Customer's payment obligations, neither party shall be liable for any default or delay in the performance of its obligations hereunder, if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including but not limited to acts of God, war, terrorism, natural disasters, earthquakes, fire, riots, floods, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, pandemics or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(d) COMPLETE AGREEMENT. This Agreement, together with each Proposal, is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement.

(e) AMENDMENT AND WAIVER. This Agreement may be amended only with the consent of the affected parties, in writing. A provision of the Agreement may be waived only with the written consent of the party against whom the waiver is asserted. A waiver will be effective only in the specific instances and for the limited purposes for which given, and must be explicit. No action or inaction by a party will be considered an implied waiver.

(f) INDEPENDENT CONTRACTOR. Company shall be as an agent of the Customer in performing the Services as provided by this Agreement. However, no other agency, partnership, joint venture, or employment is created as a result of this Agreement and the Customer does not have any authority of any kind to bind the Company in any respect whatsoever.

(g) In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and reasonable attorneys' fees.

(h) NOTICES. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

If to the Customer: Hall County, GA PO Box 1435 Gainesville, GA 30503 Email: purchasing@hallcounty.org	If to Company: The Exemption Project, Inc. Attn: Finance The Exemption Project (dba TrueRoll, Inc.) 301 W Grand Ave #344 Chicago, IL 60654 Email: finance@trueroll.io
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(i) GOVERNING LAW. This Agreement shall be governed by the laws of the State of Georgia without regard to its conflict of law provisions.

(k) DISPUTE RESOLUTION. All disputes relating to the interpretation of this Agreement or the rights of the parties hereunder will be exclusively settled by arbitration administered by the American Arbitration Association ("**AAA**") under its Commercial Arbitration Rules; provided, however, the parties are not barred from seeking appeal within the AAA. Disputes involving \$75,000 or less shall use the AAA's Expedited Rules. The parties shall mutually agree upon a single commercial arbitrator, and in the absence of agreement, the AAA shall select the arbitrator. The place of arbitration will be Atlanta, GA. The parties shall share equally in the costs of arbitration payable to the AAA, including the arbitrator. The award of the arbitrator will be accompanied by a reasoned opinion, and the parties agree to participate in the AAA's optional appellate process should one party so desire, at such party's expense. Judgment on an arbitration award may be entered in accordance with the Federal Arbitration Act in any federal court having jurisdiction. Either party may, notwithstanding the above, seek equitable relief in any proper court to enjoin a breach or threatened breach of any obligations under this agreement that might cause irreparable harm without any requirement to post bond. **The**

parties agree that this mandatory arbitration provision represents an irrevocable and unconditional waiver of the right to a trial by jury in any legal action relating to this Agreement.

(l) LIMITATION OF ACTIONS. No action, regardless of form or substance, arising out of this Agreement or the performance or nonperformance of any obligation hereunder may be brought more than one year after a party knew or should have known of the occurrence of the event giving rise to such cause of inaction by a party and the failure to act within that time will be considered an implied waiver.

(m) BILLING CONTACT: All invoices under this Agreement will be sent electronically and will be deemed to have been duly given when received.

Billing Contact To Be Confirmed by Customer	Name: Hall County, Georgia Email: accountspayable@hallcounty.org Title: AP Supervisor Phone Number: 770-531-7102 Mailing Address: PO Box 1435 / Gainesville, GA 30503 Other email addresses to CC on invoice: rswatson@hallcounty.org
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The parties have signed this Agreement on the Effective Date.

The Exemption Project, Inc. (TrueRoll™)	Customer Hall County, Georgia
 Signature Jan Rothhammer, Controller	 Signature David Gibbs, Chairman
_____ Name, Title	_____ Name, Title



Sole Source/Brand and Single Source Justification

Request Submitted By

Name:	
Job Title:	
Department:	
E-Mail Address:	
Date of Request:	

Request Details

Sole Source: Any contract entered into without a competitive solicitation process, based on a justification that only one known source exists or that only one single supplier can fulfill the requirements of the County.

Sole Brand: A purchasing situation in which only one brand of equipment/supply, etc. will meet the requirements of the County.

Single Source: Any contract entered into without a competitive solicitation process, based on a justification that two or more vendors can supply the commodity, technology, and/or perform the services required by an agency, but one vendor is selected over the others for reasons such as expertise or previous experience with similar contracts.

For Sole Source or Sole Brand, identify efforts made to locate other possible sources.

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Desired Supplier Name:
Desired Supplier Email:
Desired Supplier Phone Number:

Scope of Work

Provide a detailed description of commodities/services to be provided. Also, include the following details: exact or estimated quantity, per unit price, and the total estimated cost.

Justifying a Sole Source/Brand

Provide an explanation why only a particular style, model, type or manufacturer is required (i.e. why the commodity is the only commodity which will meet the County needs).

Provide a detailed description of proposed source's unique capabilities and/or personnel to perform the work and why this is the only source.

Justifying a Single Source

Provide an explanation why the recommended vendor is being selected over other vendors that can provide the requested commodity, technology, and/or perform the services required.



AGENDA ITEM

Other Business - Planning and Development

REPORT TO: Work Session (09/22/25)

REPORT TO: Voting Meeting (09/25/25)

ITEM NO: 536/2025

SUBJECT: Public Hearing to change the name of an approximately 0.60 mile segment of roadway from White Sulphur Road to Cagle Road beginning south of Sargent Road to Big Oak Road. Commission District 3.

Meetings:

Work Session Date: 09/22/25

Voting Meeting Date: 09/25/25

Executive Summary:

Presenter: BG

Recommendation:
Approval.

Purpose of Request:

Public Hearing to change the name of an approximately 0.60 mile segment of roadway from White Sulphur Road to Cagle Road beginning south of Sargent Road to Big Oak Road. 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	Attorney	Administration
KE	BG	JL	CR
Clerk			

Clerk
AD

- Attachments:**
- Board Memo
 - Recommendation Report Memo
 - Application
 - Site Plan
 - Maps



Hall County Government

PLANNING AND ZONING

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

PLANNING AND ZONING
DIRECTOR
Beth Garmon

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: September 8, 2025

Subject: Public Hearing to change the name of an approximately 0.60 mile segment of roadway from White Sulphur Road to Cagle Road beginning south of Sargent Road to Big Oak Road | **County staff, applicant**

The request before you is from Hall County Staff to change the name of a segment of roadway. This item is located within Commission District 3.

A segment of the road "White Sulphur Road" is now an extension of Cagle Road and is no longer attached to the remainder of White Sulphur Road. Hall County Staff is requesting a proposed road name change for this segment to: **Cagle Road** as this segment is no longer attached to White Sulphur Road. There are **13 properties** off this section that will need to be re-addressed.

At their August 18, 2025 meeting, the Hall County Planning Commission voted to recommend **approval (5-0)**.

There were **no comments submitted** in advance of the Planning Commission meeting, and **no one spoke during the public hearing**.



Hall County Government

PLANNING AND ZONING

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

PLANNING AND ZONING
DIRECTOR
Beth Garmon

To: Hall County Board of Commissioners

From: Beth Garmon, Director of Planning & Zoning

Date: September 8, 2025

Subject: Public Hearing to change the name of an approximately 0.60 mile segment of roadway from White Sulphur Road to Cagle Road beginning south of Sargent Road to Big Oak Road | Commission District 3 | **County staff, applicant**

Dear Board of Commissioners,

With the opening of the White Sulphur Road realignment project, the old section of White Sulphur Road will no longer function as such. The renaming to Cagle Road has been the intent since the project was conceived and is now being carried out through the proper channels.

Excerpts from the minutes of the August 18, 2025 meeting

Applicant's Presentation:

Katie Greenway, Planning and Zoning Administrator, presented a summary of the request.

Public Forum:

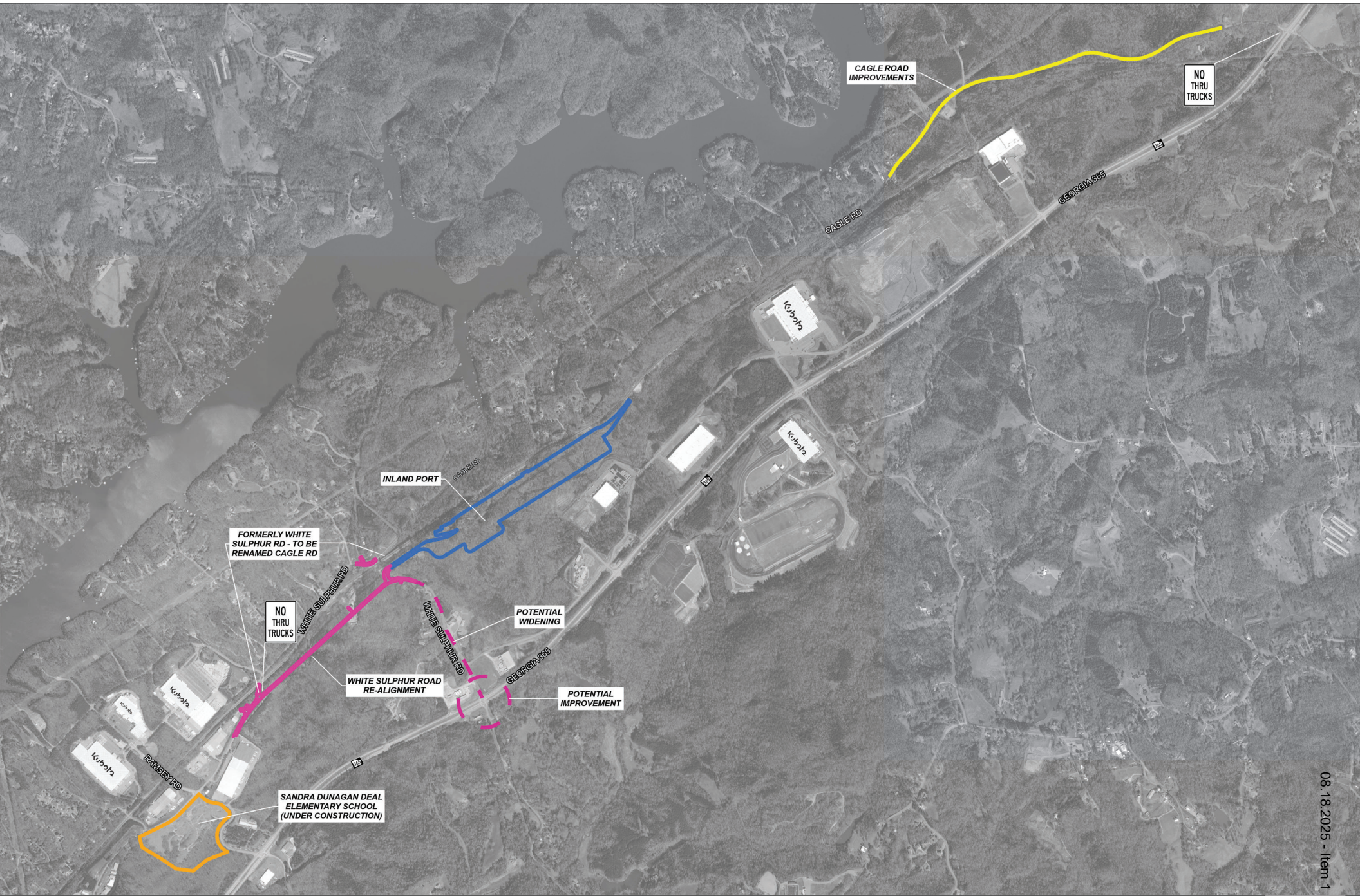
There were no comments in support or opposition.

Planning Commission Comments:

Mr. Hunt asked if this would take effect immediately after the Board of Commissioners vote on this item. Beth Garmon, Director of Planning and Zoning confirmed and stated staff would contact the United States Postal Service to assist with the transition for all affected.

Motion: A motion to approve was made by Frank Sosebee and seconded by André Castleberry and Shannon Davidson. Vote: 5-0

Hall County Planning Dept., P O Box 1435, Gainesville, GA 30503, 2875 Browns Bridge Rd., 770-531-6809



LEGEND
CAGLE ROAD IMPROVEMENTS
INLAND PORT
SANDRA DUNAGAN DEAL ELEMENTARY SCHOOL
WHITE SULPHUR ROAD RE-ALIGNMENT
Potential Widening

0 300 600 1,200 US Feet
1" = 600 FEET

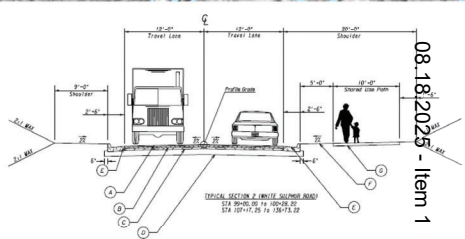
INLAND PORT RELATED PROJECTS - OVERVIEW



DRAFT
CREATED: 10/13/25
SOURCE FILE NAME: 305_EXHIBIT.APRX



08.18.2025 - Item 1



WHITE SULPHUR ROAD RE-ALIGNMENT



DRAFT

CREATED: 10-10-23
SOURCE FILE NAME: 365_EXHIBITAPRX





Applicant: COUNTY STAFF

Road Name Change: SEGMENT OF WHITE SULPHUR ROAD TO CAGLE ROAD

Location: BEGINNING SOUTH OF SARGENT ROAD TO
BIG OAK ROAD

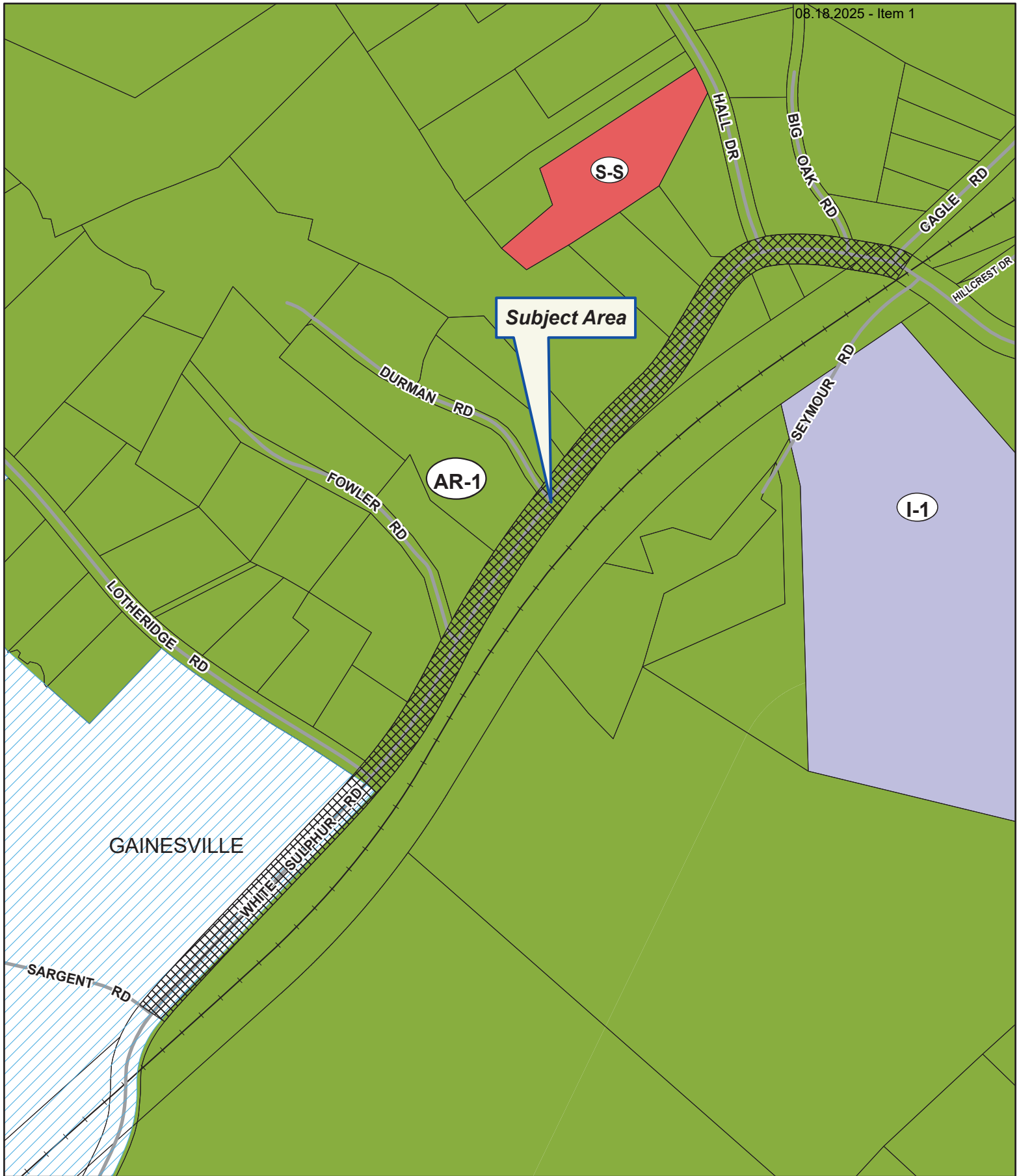
Commission District 3

PC Mtg. Date: 08/18/2025

0 200 400 800
Feet

- Zoning Boundary
- City Limits
- Subject Area
- Structure





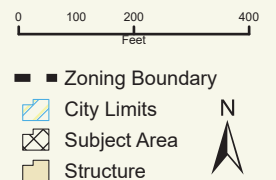
Applicant: COUNTY STAFF

Road Name Change: SEGMENT OF WHITE SULPHUR ROAD TO CAGLE ROAD

Location: BEGINNING SOUTH OF SARGENT ROAD TO
BIG OAK ROAD

Commission District 3

PC Mtg. Date: 08/18/2025





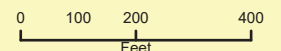
Applicant: COUNTY STAFF

Road Name Change: SEGMENT OF WHITE SULPHUR ROAD TO CAGLE ROAD

Location: BEGINNING SOUTH OF SARGENT ROAD TO
BIG OAK ROAD

Commission District 3

PC Mtg. Date: 08/18/2025



-  Zoning Boundary
-  City Limits
-  Subject Area





AGENDA ITEM

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

REPORT TO: Work Session (09/22/25)

REPORT TO: Voting Meeting (09/25/25)

ITEM NO: 537/2025

SUBJECT: **2614 Old Cornelia Highway | Rezone** | from Agricultural Residential 1 (AR-1) to Light Industrial (I-1) | on a 13.17± acre tract located on the south side of Old Cornelia Highway, approximately 300 feet from its intersection with Shady Valley Road | Zoned AR-1; Tax Parcel 15021A000032 | **Proposed use: Heavy equipment storage** | Commission District 3 | **Brayden Carter Brock, LLC, applicant**

Meetings:

Work Session Date: 09/22/25

Voting Meeting Date: 09/25/25

Executive Summary:

Presenter: BG

Recommendation:
Approval, with conditions

1. The property shall be developed in accordance with the site plan and narrative dated July 7, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. No variances or development exceptions are granted as part of this request 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 Hall County Engineering for driveway placement and compliance.
3. Hours of operation shall be limited to Monday through Friday 8:00am to 5:00pm and Saturday 8:00am to 12:00pm.
4. 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."
5. All conditions of zoning shall be made as part of any plats or construction plans created for the property.
6. There shall be no more than 12 dumpsters on site at any time.

Purpose of Request:

History:

2614 Old Cornelia Highway | Rezone | from Agricultural Residential 1 (AR-1) to Light Industrial (I-1) | on a 13.17± acre tract located on the south side of Old Cornelia Highway, approximately 300 feet from its intersection with Shady Valley Road | Zoned AR-1; Tax Parcel 15021A000032 | **Proposed use: Heavy equipment storage** | Commission District 3 | **Brayden Carter Brock, LLC, 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	JL	CR
Clerk			
AD			

Attachments:

Board Memo
 Recommendation Report
 Application
 Narrative
 Site Plan
 Plat
 Maps
 Topography Map
 Deed
 Water Availability
 Environmental Health Comment
 GDOT Comment
 Public Works Comment
 Fire Comment
 Public Comment
 Notice Sign



Hall County Government

PLANNING AND ZONING

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

PLANNING AND ZONING
DIRECTOR
Beth Garmon

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: September 8, 2025

Subject: **2614 Old Cornelia Highway | Rezone** | from Agricultural Residential 1 (AR-1) to Light Industrial (I-1) | on a 13.17± acre tract | Zoned AR-1; Tax Parcel 15021A000032 | **Proposed use: Heavy equipment storage | Brayden Carter Brock, LLC, applicant**

The request before you is from Brayden Carter Brock, LLC to rezone from Agricultural Residential 1 (AR-1) to Light Industrial (I-1) for heavy equipment storage. This item is located within Commission District 3.

At their August 18, 2025 meeting, the Hall County Planning Commission voted to recommend **approval, with six (6) conditions (5-0).**

Staff recommendation: **Denial**, as the proposed use is not consistent with the “Suburban Neighborhood, Medium Density” future land use classification within the Comprehensive Plan.

There was **one (1) comment submitted in opposition** in advance of the Planning Commission meeting and **one (1) person spoke in favor** during the public hearing.

Planning Commission Conditions:

1. The property shall be developed in accordance with the site plan and narrative dated July 7, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. No variances or development exceptions are granted as part of this request 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 Hall County Engineering for driveway placement and compliance.
3. Hours of operation shall be limited to Monday through Friday 8:00am to 5:00pm and Saturday 8:00am to 12:00pm.

4. 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."
5. All conditions of zoning shall be made as part of any plats or construction plans created for the property.
6. There shall be no more than 12 dumpsters on site at any time.

**HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT**

Applicant Brayden Carter Brock, LLC

Request **Rezone** | from Agricultural Residential 1 (AR-1)
to Light Industrial (I-1)

Proposed Use Heavy equipment storage

Size 13.17± acres

Zoning **Current:** Agricultural Residential 1 (AR-1)
Proposed: Light Industrial (I-1)

Location **2614 Old Cornelia Highway** | Tax Parcel 15021A
000032

Commission District Three

Planning Commission Date August 18, 2025

Staff Recommendation **Denial**, as the proposed use is not consistent
with the “Suburban Neighborhood, Medium
Density” future land use classification within
the Comprehensive Plan

Record Number..... HZON25-0035

Planning Commission Recommendation **Approval**, with conditions

Vote: 5-0

Planning Commission Conditions

1. The property shall be developed in accordance with the site plan and narrative dated July 7, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. No variances or development exceptions are granted as part of this request 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 Hall County Engineering for driveway placement and compliance.
3. Hours of operation shall be limited to Monday through Friday 8:00am to 5:00pm and Saturday 8:00am to 12:00pm.

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5. All conditions of zoning shall be made as part of any plats or construction plans created for the property.
6. There shall be no more than 12 dumpsters on site at any time.

Excerpts from the minutes of the August 18, 2025 meeting

Applicant's Presentation:

Katie Greenway, Planning and Zoning Administrator, presented a summary of the request.

James Irvin, 164 Professional Drive, Baldwin, presented the request. The applicant is requesting to rezone a 13.17+ acre tract from Agricultural Residential 1 (AR-1) to Light Industrial (I-1) to allow for heavy equipment storage in association with a dumpster rental business. In 2018, Hall County approved a land disturbance permit to allow fill material from road projects to be placed on the property for future development (HDV2018-00029). No other permits have been issued to the property since that time. Currently, there is a "Parcel Condition" on the property from Hall County Engineering dated February 21, 2025, stating that the original land disturbance permit still requires the submission of an as-built survey and that a letter to that effect was sent to the applicant on February 21, 2025.

Public Forum:

Jodi White, 5166 Whitehall Road, Lula, spoke in favor of the application as she believes the proposed development is sufficiently screened and set back from the roadway, and the application is a good use of the property in this area.

Motion: A motion to approve, with conditions was made by Frank Sosebee and seconded by André Castleberry. Vote: 5-0

Conditions:

1. The property shall be developed in accordance with the site plan and narrative dated July 7, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. No variances or development exceptions are granted as part of this request 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 Hall County Engineering for driveway placement and compliance.

3. Hours of operation shall be limited to Monday through Friday 8:00am to 5:00pm and Saturday 8:00am to 12:00pm.
4. 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."
5. All conditions of zoning shall be made as part of any plats or construction plans created for the property.
6. There shall be no more than 12 dumpsters on site at any time.

Summary Analysis

The applicant is requesting to rezone a 13.17± acre tract from Agricultural Residential 1 (AR-1) to Light Industrial (I-1) to allow for heavy equipment storage in association with a dumpster rental business.

According to a 2019 county approved plat, the property was previously developed with two single-wide mobile homes; however, the mobile homes have been removed and the property appears to be occupied by dump trucks, roll-off containers, and various vehicles. There are no demolition permits on record for the removal of the two mobile homes.

In 2018, Hall County approved a land disturbance permit to allow fill material from road projects to be placed on the property for future development (HDV2018-00029). No other permits have been issued to the property since that time. Currently, there is a "Parcel Condition" on the property from Hall County Engineering dated 2/21/2025, stating that the original land disturbance permit is still pending the submission of an as-built survey and that a letter was sent to the applicant on February 21, 2025.

The surrounding properties are zoned and developed as outlined below:

- | | |
|--------|--|
| North: | Suburban Shopping (S-S): Current location of the applicant's business office for Ameri-Can dumpster rental service
Agricultural Residential 1 (AR-1): Developed with single-family residences |
| East: | Suburban Shopping (S-S): Current location of the applicant's business office for Ameri-Can dumpster rental service
Agricultural Residential 1 (AR-1): Developed with single-family residences & Brown's Garage at 2660 Old Cornelia Highway (established 1979 per Business License records) |
| South: | Agricultural Residential 1 (AR-1): Mix of undeveloped & developed with single-family residences |
| West: | Planned Industrial Development (PID): Septic company (ZON2015-00041) |

Agricultural Residential 1 (AR-1): Developed with single-family residences

Properties in the general vicinity zoned Planned Industrial Development (PID) or with historical light industrial uses include:

1. 2610 Old Cornelia Highway, 3.07± acres rezoned on October 22, 2015 from Agricultural Residential III (AR-III) and Light Industrial (I-I) to Planned Industrial Development (PID) for a septic company with caretaker residence (ZON2015-00041).
2. 2660 Old Cornelia Highway, 8.01± acres zoned Agricultural 1 (AR-1) that had a business license issued for Brown's Garage, a motor vehicle towing and automotive repair business, since February 27, 1979 (BUS-0000510).

The applicant has a concurrent request to rezone the adjacent property at 2630 Old Cornelia Highway, the location of the current office for Ameri-Can, from Suburban Shopping to Light Industrial to allow a sign manufacturing and printing business (HZON25-0035).

Per the submitted narrative, the applicant is requesting to rezone the subject parcel to Light Industrial (I-1) to allow construction of a 12,000 square foot building with associated outdoor storage area for the business Ameri-Can, which provides roll-off dumpster rental, portable storage container rentals, and dump truck services. Per the narrative, the company has approximately 15 company vehicles, 5 equipment trailers, and 5-6 pieces of grading/construction equipment. Most of these items will be stored behind the building. The narrative states that there will be no more than 10 roll-off cans or storage containers on site at any one time.

Per the submitted site plan, the driveway will be paved, as well as a 50 foot area around the sides of the proposed building. Additional gravel areas are identified to the east and south of the building. The site plan identifies 7 parking spaces at the front of the building, as well as a 10 foot landscape strip along the front property line along with 50 foot vegetated buffers along those portions of the property abutting residentially-zoned properties. The parking, landscape strip and buffer meet the requirements of the Hall County Unified Development Code.

Water service will be provided by the City of Gainesville Department of Water Resources as confirmed in an email dated June 20, 2025. Sanitary sewer service will be provided by an on-site septic system.

Based on the future land use plan, staff finds the special use request is not consistent with the Comprehensive Plan's future land use classification of Suburban Neighborhood, Medium Density. The intent of this future land use designation is for medium-density, single-family housing (attached or detached). It should be located where there is existing water and sewer infrastructure, or where future infrastructure is expected to be located.

Zoning Analysis – Rezone

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 historical uses and zoning of adjacent property is industrial in nature.**
- b. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **It is not anticipated that the use would adversely affect adjacent or nearby property, provided required buffers are maintained.**
- 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 is not expected 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. The property is served by Hall County sewer 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 not consistent with the Comprehensive Plan future land use designation of Suburban Neighborhood, Medium Density.**
- 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 affected 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; **According to GIS imagery, two mobile homes were removed between 2023 and 2025. A land disturbance permit was issued on July 10, 2018 to allow fill material from road projects to be placed on the property for future development (HDV2018-00029).**
- 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, Light Industrial (I-1), would not create an isolated district as an adjacent property is zoned Planned Industrial Development (PID).**
- 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 light industrial uses based on the Future Land Use Map and the current zoning map; however, the development as proposed requires rezoning 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 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 July 17, 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 may be required after review of business plan."

Georgia Department of Transportation

In an email dated July 21, 2025, Nakia Nembhard, GDOT Civil Engineer 3, stated that GDOT coordination is not required.

Hall County Public Works and Utilities

In a memo dated July 18, 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:

Commercial driveway required.

Utilities:

Sewer in City of Gainesville.

Hall County Fire Marshal

In an email dated July 14, 2025, John Hornick, NPQ Fire Service Plans Examiner 1, provided the following comments:

1. The proposed 12,000SF building location is greater than the 500-foot hose lay distance requirement from the nearest fire hydrant. If approved an 8-inch water main and fire hydrant will have to be installed to meet the 500-foot hose lay distance requirement from the fire hydrant to the building.
2. The Hall County Fire Marshal's Office considers the plan conceptual in nature and if approved may require modifications during the development review process.
3. The use of the proposed 12,000SF building has not been identified in the narrative report. Depending on the use additional life safety requirements could be required.

PLANNING AND DEVELOPMENT DEPARTMENT 2875
BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504 MAILING
ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503 t: 770-531-6809 f: 770-531-3902



ZONING APPLICATION

Applicant (Name & Mailing Address)

BRAYDEN CARTER BROCK, LLC
2630 OLD CORNELIA HWY
GAINESVILLE, GA 30507

Phone: [REDACTED]

 Email Address: phillip@cornerstonecon.net

 Proposed Use: OFFICE/WAREHOUSE
Property Owner (Name & Mailing Address)

BRAYDEN CARTER BROCK, LLC
2630 OLD CORNELIA HWY
GAINESVILLE, GA 30507

Phone: [REDACTED]

 Email Address: phillip@cornerstonecon.net
Contact Person (Name & Mailing Address)

PHILLIP GILLESPIE
2630 OLD CORNELIA HWY
GAINESVILLE, GA 30507

Phone: [REDACTED]

 Email Address: phillip@cornerstonecon.net

 Tax Parcel Number: 15021A000032

 Location Address: 2614 OLD CORNELIA HWY, GAINESVILLE, GA 30507
Status of Applicant
☒ Owner

☐ Option to Purchase

☐ Area Resident

☐ Other

Requested Action

 Existing Zoning: AR-1

 Rezone to: I-1

Fee: \$ _____

Receipt #: _____

Check #: _____

 Acreage: 13.17 ACRES

I hereby certify that the above information and all attached information are true and correct.

 Sign: [Signature]

 Date: 06/18/25

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: _____

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

Annual Registration

Electronically Filed

Secretary of State

Filing Date: 06/24/2025 09:31:35

BUSINESS INFORMATION

BUSINESS NAME : Brayden Carter Brock, LLC
CONTROL NUMBER : 13420686
BUSINESS TYPE : Domestic Limited Liability Company
ANNUAL REGISTRATION PERIOD : 2025, 2026

BUSINESS INFORMATION CURRENTLY ON FILE

PRINCIPAL OFFICE ADDRESS : 2630 Old Cornelia Highway, Gainesville, GA, 30507, USA
REGISTERED AGENT NAME : Philip Gillespie
REGISTERED OFFICE ADDRESS : 2630 Old Cornelia Highway, Gainesville, GA, 30507, USA
REGISTERED OFFICE COUNTY : Hall

UPDATES TO ABOVE BUSINESS INFORMATION

PRINCIPAL OFFICE ADDRESS : 2630 Old Cornelia Highway, Gainesville, GA, 30507, USA
REGISTERED AGENT NAME : Philip Gillespie
REGISTERED OFFICE ADDRESS : 2630 Old Cornelia Highway, Gainesville, GA, 30507, USA
REGISTERED OFFICE COUNTY : Hall

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE : Phillip Gillespie
AUTHORIZER TITLE : Member

PLANNING AND DEVELOPMENT DEPARTMENT 2875
 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504 MAILING
 ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503 t: 770-531-6809 l
 f: 770-531-3902



CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

This form must be completed by the applicant and property owner, or person representing the property owner, for all zoning actions.

OCGA § 36-67A-3[C] Disclosure of campaign contributions:

- (b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:
 - (3) The name and official position of the local government official to whom the campaign contribution was made; and
 - (4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.
- (b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

I hereby certify that I have read the above and that:

I have** _____ I have not ☒ _____

within the two years immediately preceding this date, made any contribution(s) aggregating \$250.00 or more to any local government official involved in the review or consideration of this application.

****If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.**

Name of Official(s): _____

Office: _____

Dollar Amount: _____

Date of Contribution: _____

Applicant's/Owner's Signature:  _____

Date: 06/18/25 _____

Applicant's/Owner's Name(Printed): PHILLIP GILLESPIE _____



RECEIVED
JUL 07 2025
Planning & Zoning Department

NARRATIVE REPORT
REQUEST FOR REZONING
HALL COUNTY, GEORGIA

RE: 13.17 acres located at 2614 Old Cornelia Hwy, Gainesville, GA 30507
Parcel ID 15021A000032

Brayden, Carter, Brock, LLC (the "applicant") respectfully submits this Narrative Report to the Hall County Board of Commissioners in support of an application for rezoning approval. This application and proposed use consists of 1 lot at 2614 Old Cornelia Hwy, Parcel 15021A000032. The property is currently zoned AR-1 and the proposed zoning is I-1. The proposed use is for Ameri-Can dumpster rental service for commercial "roll-off" construction dumpsters.

Ameri-Can dumpster rental is currently located on the adjacent property at 2630 Old Cornelia Hwy. The property owner wishes to move this business for more area for truck and equipment storage and allow a sign shop to use the current building. Ameri-Can provides roll-off dumpster rentals, portable storage container rentals, and dump truck services. Ameri-Can LLC has approximately 15 company vehicles, 5 equipment trailers, & 5-6 pieces of grading/construction equipment. Most of these vehicles and equipment will be stored behind the building. All trucks are home based at this location with employees reporting daily. Any rental equipment stays on customer property approximately 90% of time. At any given time, there should not be more than 10 roll-off cans or storage containers on site as they stay on customer sites as well. Ameri-Can operated out of their existing site since 2020 when they started the business. The business growth has created a need for expansion & would like to do that in Hall County at this property they have owned since 2017.

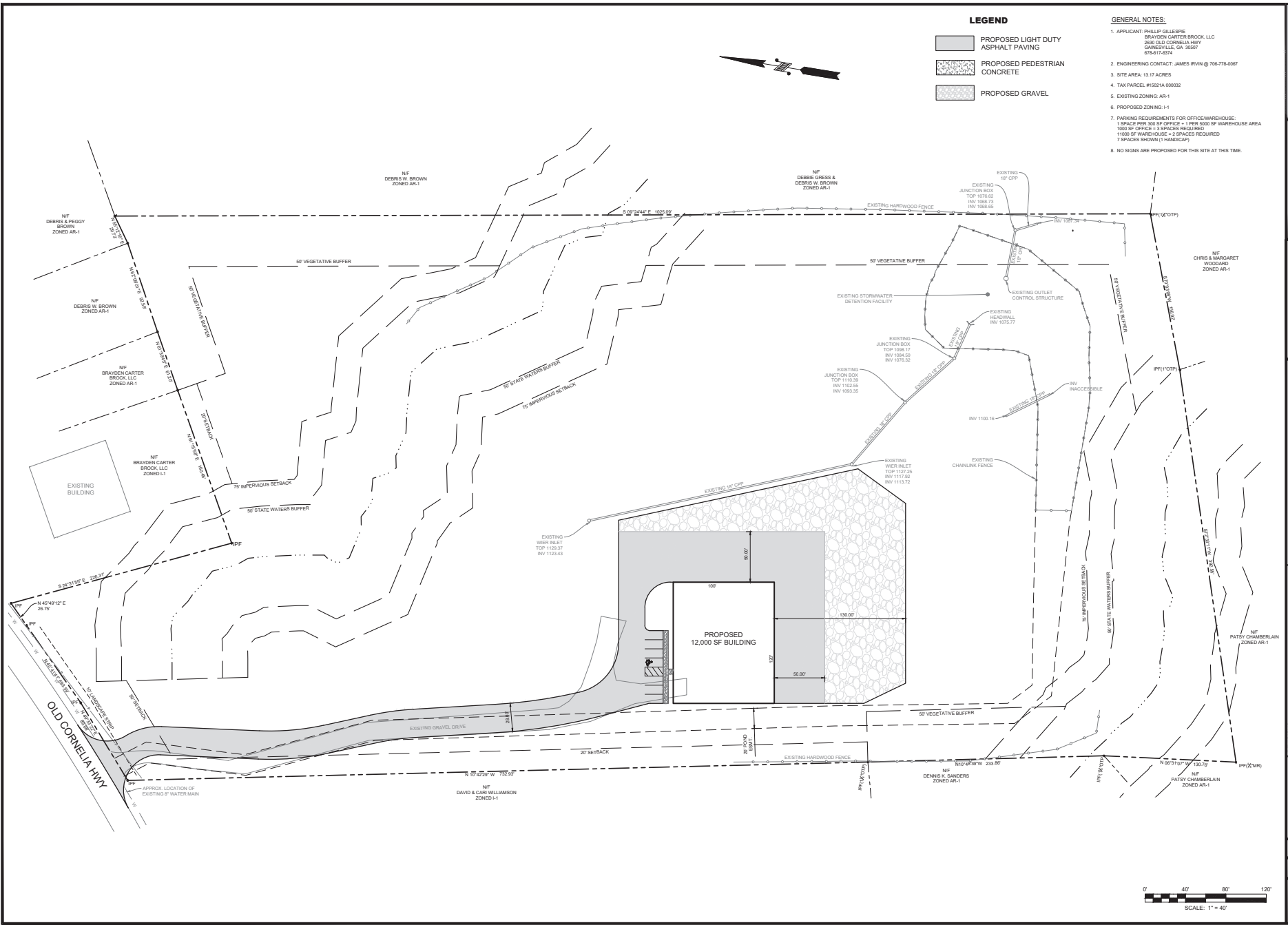
The attached plan shows a proposed 12,000 sf building with parking and gravel area behind the building for truck parking and equipment storage. The property was previously used for several mobile homes. The portion of the property for the building was previously graded and designed for future use.

Business operation hours will be from 8am to 5pm, Monday through Friday. Any proposed signs will adhere to Hall County requirements. Outside lighting will be limited only for security. This property will not need a fence but there will be a gate for the entrance. Many properties along Old Cornelia Hwy are currently being used for industrial and/or business although not shown for this area in the current comprehensive plan. Please let us know if you have any questions or if any additional information is required.

Sincerely,

A handwritten signature in black ink, appearing to read 'James Irvin', with a large circular flourish on the left and a horizontal line extending to the right.

James Irvin, PE
Engineer for Applicant
Foothills Land Design, LLC



164 PROFESSIONAL DRIVE
GAINESVILLE, GA 30606
PHONE: (770) 778-0077
WWW.FOOHILLS.COM

OWNER DEVELOPER:

**BRAYDEN CARTER
BROCK LLC**
2630 OLD CORNELIA HWY
GAINESVILLE, GA 30607

SITE PLAN

**2614 OLD
CORNELIA HWY**
GMD 411
HALL COUNTY, GA

NO.	DESCRIPTION	DATE

GSWCC LEVEL II #9832
DATE: JULY 7, 2025
SCALE: 1" = 40'
SHEET:
C1
JOB #24218

eFiled & eRecorded
DATE: 7/18/2019
TIME: 7:14 AM
PLAT BOOK: 00877
PAGE: 00238
RECORDING FEES: \$8.00
PARTICIPANT ID: 8062908767
CLERK: Charles Baker
Hall County, GA
NOTE: by ch

THIS BLOCK RESERVED FOR
THE CLERK OF SUPERIOR COURT

NOTE:
STATE PLANE COORDINATE BASED UPON GPS OBSERVATIONS
USING A CARLSON SURVEYOR 4 DUAL FREQUENCY RECEIVER
RUNNING CARLSON SURVEY SOFTWARE. RTK NETWORK UTILIZING
THE TRIMBLE VRS NOW NETWORK.

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 0185/0195 G
EFFECTIVE DATE: APRIL 4, 2018
REVISION DATE: APRIL 4, 2018

A LEICA TS 06 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 30,365
FEET AND AN ANGULAR ERROR OF 00"
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 289,017 FEET.

LEGEND:

- AI ANGLE IRON
- ASP ASPHALT
- B BUILDING LINE
- BWF BARS WIRE FENCE
- CL CENTERLINE
- CLF CHAIN LINK FENCE
- CMF CORRUGATED METAL PIPE
- CONC CONCRETE
- CTP CRIMPED TOP PIPE
- DI DROP INLET
- EP EDGE OF PAVEMENT
- FI FIRE HYDRANT
- GW GUY WIRE
- HWF 100 WIRE FENCE
- IPF IRON PIN FOUND
- IPS IRON PIN SET (1/2" REBAR)
- LL LAND LOT
- LLL LAND LOT LINE
- MR METAL ROD
- N/F NOW OR FORMERLY
- OTF OPEN TOP PIPE
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- PL PROPERTY LINE
- PP POWER POLE
- P/TIP POWER & TELEPHONE POLE
- RB REBAR
- RCP REINFORCED CONCRETE PIPE
- R/W RIGHT OF WAY
- SP SERVICE POLE
- TB TELEPHONE BOX
- WM WATER METER
- WV WATER VALVE

Course	Bearing	Distance
L1	N50°21'56"E	29.29
L2	N45°24'57"E	46.43
L3	N45°41'50"E	45.81
L4	N45°33'09"E	48.84
L5	N45°29'48"E	38.29
L6	N61°52'49"E	61.15
L7	N58°53'04"E	30.34

TOTAL AREA = 13.17 ACRES

RECORDING PERMIT

BY *E. J. J. J.* 2/26/19
HALL COUNTY PLANNING COMMISSION

REVISED: FEBRUARY 14, 2019: ADDED TRACT AT ROAD PER COUNTY



COMBINATION SURVEY FOR
BRAYDEN CARTER BROCK, LLC
LOCATED IN
G.M.D. 411
HALL COUNTY, GEORGIA
SCALE: 1" = 60' DECEMBER 5, 2018
GRAPHIC SCALE
0 60 120 180 240
SCALE IN FEET JOB# 18103

FIELD WORK DATES:
NOVEMBER 21/28, 2018

DEED REFERENCE (CURRENT OWNER)
DEED FOR BRAYDEN CARTER BROCK, LLC
DATED OCTOBER 13, 2017
DEED BOOK 7982 PAGES 615-616.

PLAT REFERENCE:
SURVEY FOR GARY WOOD
PREPARED BY TRIDENT SURVEYING, LLC.
DATED JUNE 3, 2007.

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.

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. 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 45-6-67.

A. Darin Cain 2-14-19
A. DARIN CAIN, RLS 2716 DATE

LONDON LAND SURVEYING & ASSOCIATES, INC.
167 EAST 4484RD STREET
CLEVELAND, GEORGIA 30528
(706) 865-0749
LICENSE No. LSF 522



TIE (P.O.C.)
S58°39'08"W 278.17'
TO THE CL INTERSECTION OF
OLD CORNELIA HIGHWAY &
SHADY VALLEY ROAD.
(NAIL SET)

N/F
DAVID & CARL WILLIAMSON
DB 1978 PG 344
PB 11 PG 47-48

IPF (1/4" TOP)
1.27' WEST
OF PL

IPF (1/4" TOP)
PL

N/F
DENNIS SANDRES
DB 4484 PG 232
PS 798 PG 12A

IPF (1/4" TOP)
0.42' WEST
OF PL

IPF (1/4" MR)

N/F
CHRIS & MARGARET WOODARD
DB 7050 PG 713
PB 553 PG 8

N/F
THOMAS BROOME
DB 7834 PG 632

N/F
BRAYDEN CARTER BROCK, LLC
DB 1967 PG 333

N/F
BRAYDEN CARTER BROCK, LLC
DB 1967 PG 333

N/F
BRAYDEN CARTER BROCK, LLC
DB 1967 PG 333

N/F
BRAYDEN CARTER BROCK, LLC
DB 1967 PG 333

N/F
BRAYDEN CARTER BROCK, LLC
DB 1967 PG 333

N/F
BRAYDEN CARTER BROCK, LLC
DB 1967 PG 333

N/F
BRAYDEN CARTER BROCK, LLC
DB 1967 PG 333

N/F
BRAYDEN CARTER BROCK, LLC
DB 1967 PG 333

N/F
BRAYDEN CARTER BROCK, LLC
DB 1967 PG 333

N/F
BRAYDEN CARTER BROCK, LLC
DB 1967 PG 333

N/F
BRAYDEN CARTER BROCK, LLC
DB 1967 PG 333

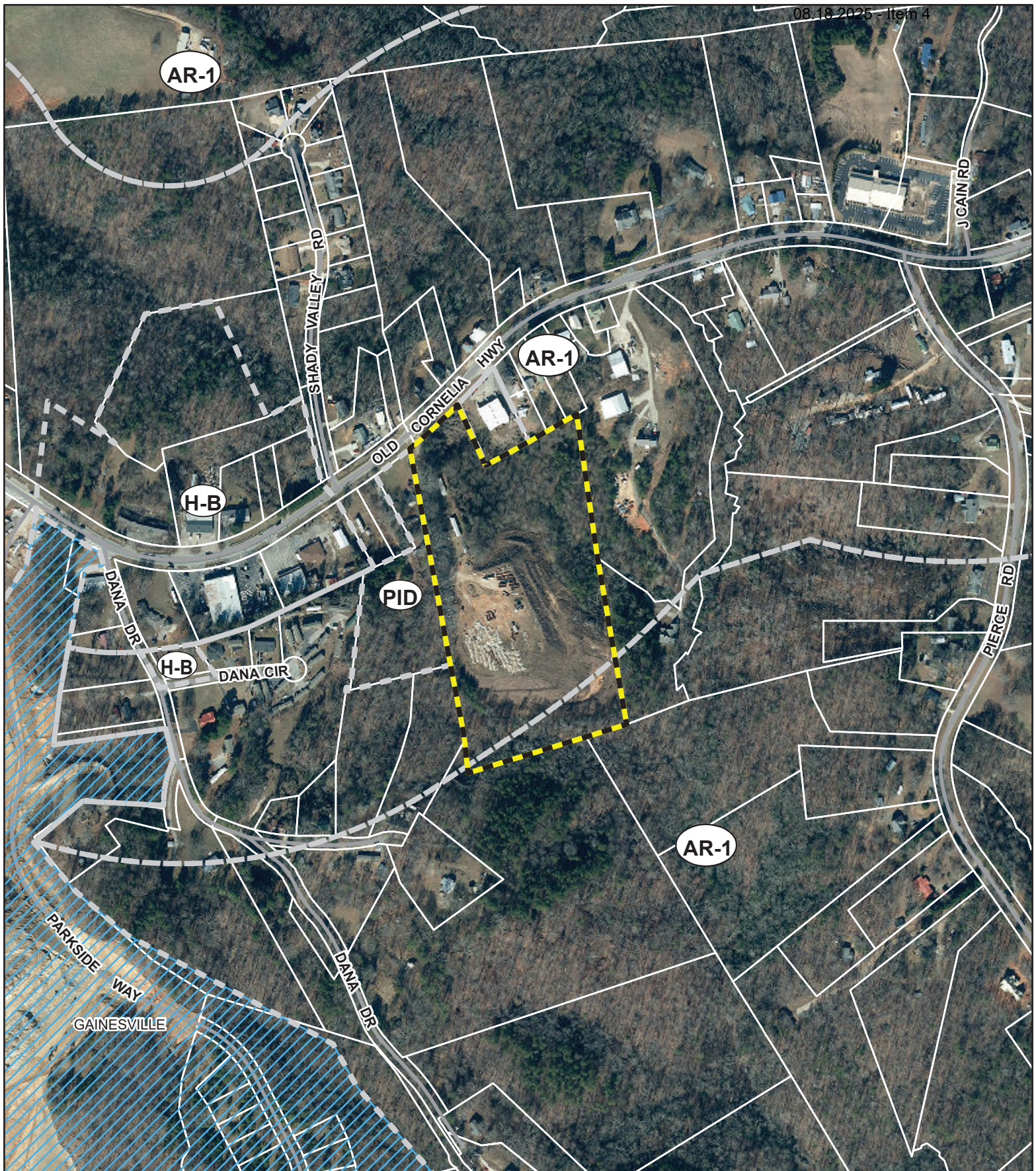
N/F
BRAYDEN CARTER BROCK, LLC
DB 1967 PG 333

N/F
BRAYDEN CARTER BROCK, LLC
DB 1967 PG 333

N/F
BRAYDEN CARTER BROCK, LLC
DB 1967 PG 333

N/F
BRAYDEN CARTER BROCK, LLC
DB 1967 PG 333

N/F
BRAYDEN CARTER BROCK, LLC
DB 1967 PG 333



Applicant: BRAYDEN CARTER BROCK, LLC

Tax Parcel #: 15021A000032

Location: 2614 OLD CORNELIA HIGHWAY, GAINESVILLE, GA 30507

Commission District 3

PC Mtg. Date: 08/18/2025

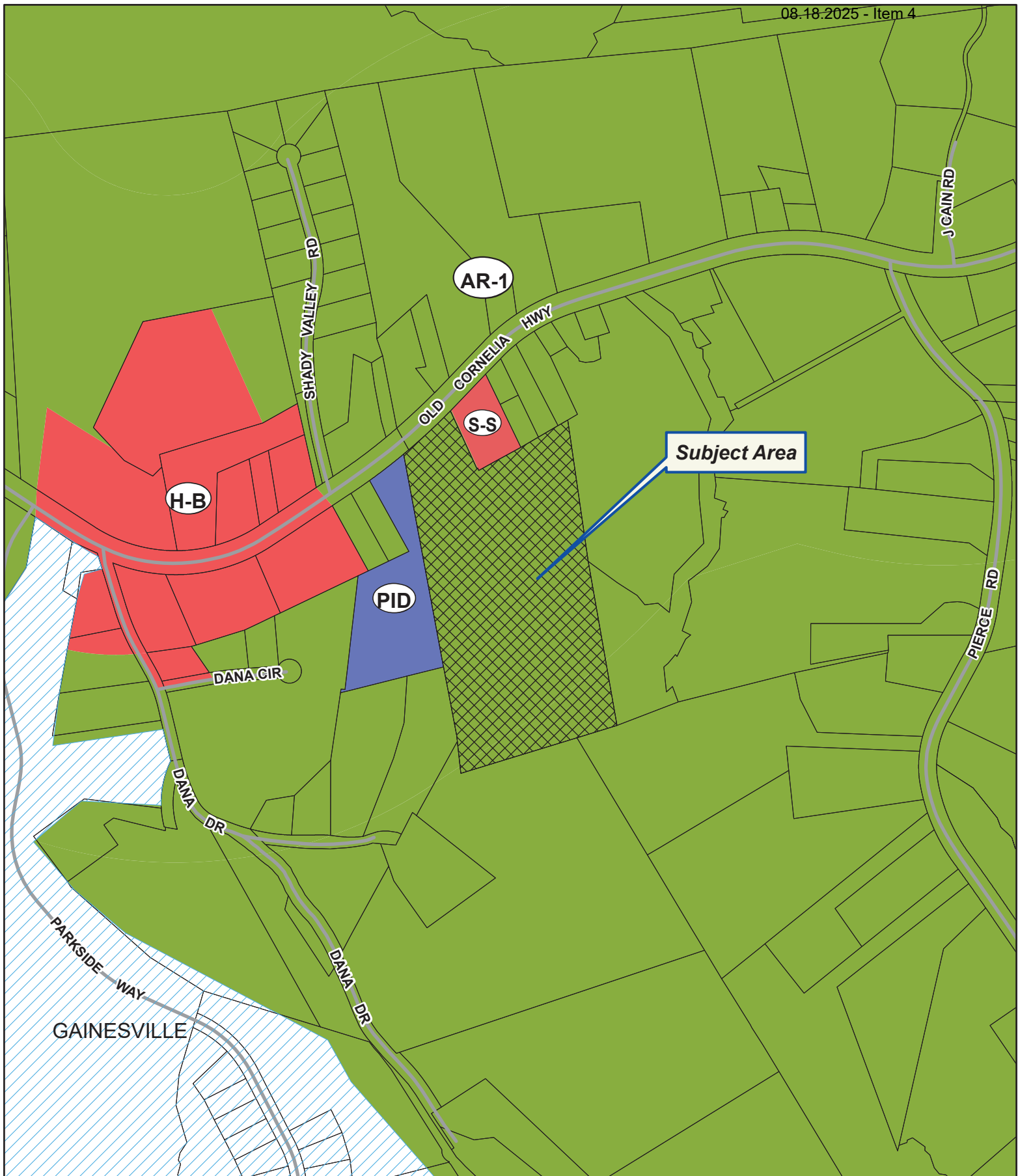
0 125 250 500
Feet

— Zoning Boundary

City Limits

Subject Area





Applicant: BRAYDEN CARTER BROCK, LLC

Tax Parcel #: 15021A000032

Location: 2614 OLD CORNELIA HIGHWAY, GAINESVILLE, GA 30507

Commission District 3

PC Mtg. Date: 08/18/2025

0 125 250 500
Feet

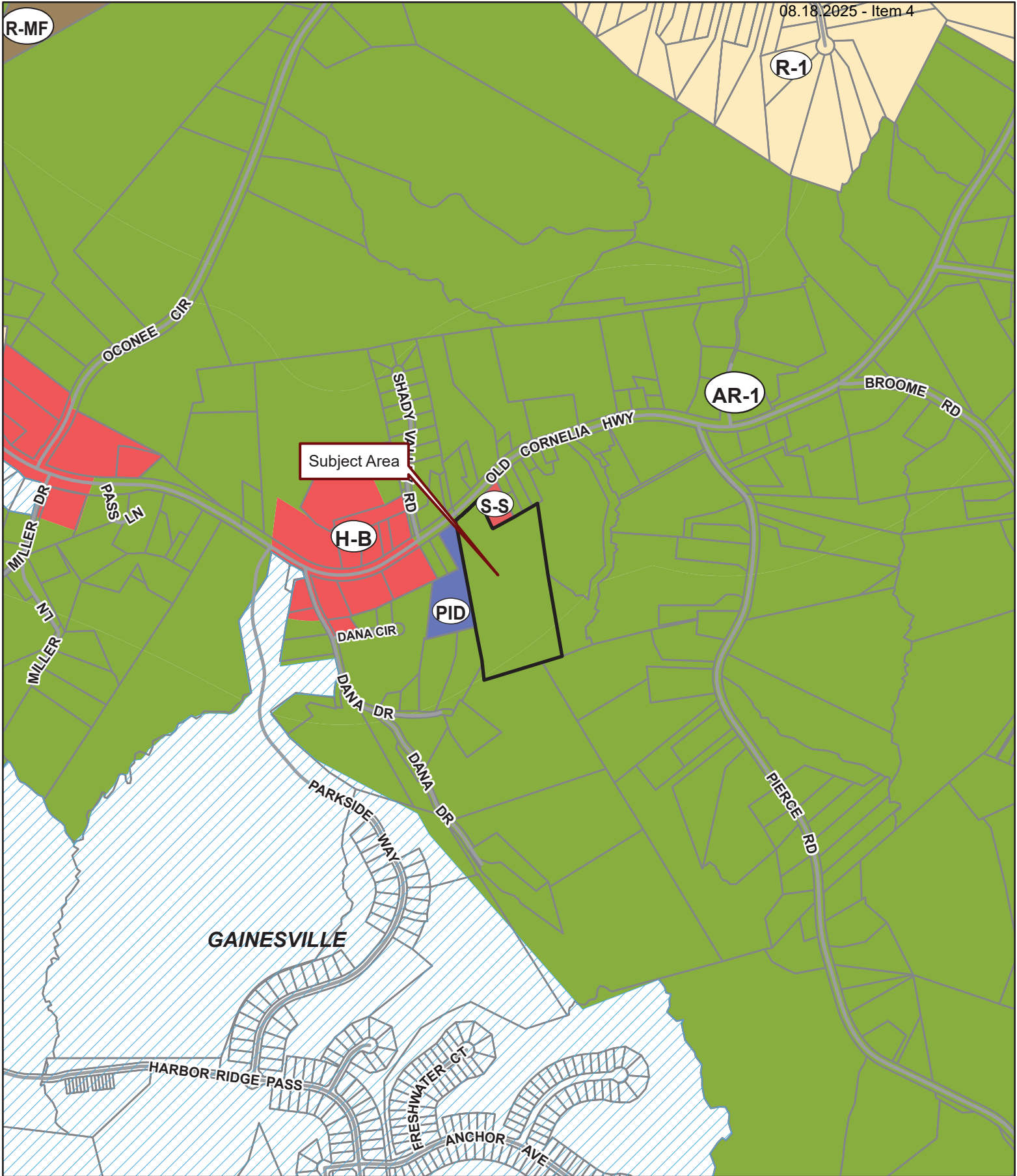
■ Zoning Boundary

■ City Limits

■ Subject Area

■ Structure





Applicant: BRAYDEN CARTER BROCK, LLC

Tax Parcel #: 15021A000032

Location: 2614 OLD CORNELIA HIGHWAY, GAINESVILLE, GA 30507

Commission District 3

PC Mtg. Date: 08/18/2025

0 200 400 800
Feet

- Zoning Boundary
 - City Limits
 - Subject Area
 - Structure
- N

NOTE:
STATE PLANE COORDINATE BASED UPON GPS OBSERVATIONS
USING A CARLSON BRK PLUS DUAL FREQUENCY RECEIVER
RUNNING CARLSON SURVEY SOFTWARE, RTK NETWORK UTILIZING
THE TRIMBLE VRS NOW NETWORK.

DAVID & CARL WILLIAMSON
DB 1978 PG 344
PB 11 PG 47-48

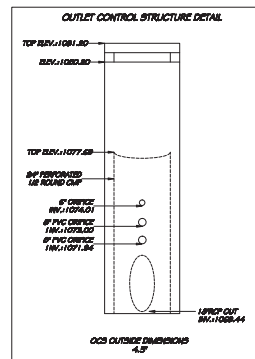
FLOOD NOTE:
THIS PROPERTY IS NOT IN A FLOOD HAZARD AREA
AS PER FEMA FLOOD INSURANCE RATE MAP OF
HALL COUNTY, GEORGIA
COMMUNITY PANEL NUMBER: 130466 0185/0195 G
EFFECTIVE DATE: APRIL 4, 2018
REVISION DATE: APRIL 4, 2018

A LEICA TS 06 PLUS TOTAL STATION
WAS USED TO OBTAIN THE LINEAR AND
ANGULAR MEASUREMENTS USED IN THE
PREPARATION OF THIS PLAN.
THE FIELD DATA UPON WHICH THIS MAP
OR PLAN IS BASED HAS A CLOSURE
PRECISION OF ONE FOOT IN 59,868
FEET AND AN ANGULAR ERROR OF 0.7"
PER ANGLE POINT, AND WAS ADJUSTED
USING THE COMPASS RULE METHOD.
THIS MAP OR PLAN HAS BEEN
CALCULATED FOR CLOSURE AND IS
FOUND TO BE ACCURATE WITHIN ONE
FOOT IN (N/A) FEET.

LEGEND:
AI ANGLE IRON
ASP ASPHALT
BL BUILDING LINE
BMF BARS WIRE FENCE
CL CENTERLINE
CLF CHAIN LINK FENCE
CMP CONCRETE MONUMENT FOUND
CMP CORRUGATED METAL PIPE
CONC CONCRETE
CTP CRIMPED TOP PIPE
DI DROP INLET
EP EDGE OF PAVEMENT
FI FIRE HYDRANT
GW GUY WIRE
HWF HOD 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
PB POWER BOY
PL PROPERTY LINE
R/R RIGHT OF WAY
P/TP POWER & TELEPHONE POLE
RESR REINFORCED CONCRETE PIPE
R/W SERVICE POLE
SP SERVICE POLE
TB TELEPHONE BOX
WM WATER METER
WV WATER VALVE

NOTE:
THE SURVEYOR'S CERTIFICATE EXTENDS ONLY TO
THE TOPOGRAPHIC AND/OR GEOSPATIAL ASPECTS
SHOWN THEREON, AND THE TOPOGRAPHIC SURVEY
DOES NOT CONSTITUTE A BOUNDARY SURVEY AND
IS NOT TO BE RECORDED OR USED TO CONVEY
TITLE OR INTEREST IN THE PROPERTY.

LONDON LAND SURVEYING
& ASSOCIATES, INC.
187 EAST HARRARD STREET
CLEVELAND, GEORGIA 30528
(706) 855-0749
LICENSE No. LSF 522



TOPOGRAPHIC SURVEY FOR
BRAYDEN CARTER BROCK, LLC

LOCATED IN
S.M.D. 411
HALL COUNTY, GEORGIA
SCALE: 1" = 30' OCTOBER 5, 2021
GRAPHIC SCALE

0 30 60 90 120
SCALE IN FEET
JOB# 21129

FIELD WORK DATES:
SEPTEMBER 8/27, 2021

N/F
CHRIS & MARGARET WOODARD
DB 7050 PG 713
PB 853 PG 8

08.18.2025 - Item 4

BK7982PG615

FILED
HALL CO., GA

17 OCT 16 AM 11:58

CHARLES BAKER, CLERK
SUPERIOR-STATE COURTBY ER

After recording return to:
D. THOMAS LEFEVRE
STEWART, MELVIN & FROST, LLP
P. O. BOX 3280
GAINESVILLE, GEORGIA 30503

HALL COUNTY, Georgia
Real Estate Transfer TaxPaid \$ 118.50Date 16 October 17Charles Baker
Superior Court ClerkBy ERPT61 069- 2017-007534

WARRANTY DEED

STATE OF GEORGIA
COUNTY OF

THIS INDENTURE, made this 13th day of October in the Year of Our Lord Two Thousand and Seventeen between **WOOD REAL ESTATE INVESTMENTS, LLC**, a Georgia limited liability company (hereinafter called "GRANTOR"), and **BRAYDEN CARTER BROCK, LLC**, a Georgia limited liability company (hereinafter called "GRANTEE"),

WITNESSETH: That the said **GRANTOR**, for and in consideration of the sum of TEN DOLLARS (\$10.00) AND OTHER VALUABLE CONSIDERATION, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said **GRANTEE** the following described property, to-wit:

All that tract or parcel of land lying and being in Gainesville District 411, Hall County, Georgia, and being shown and delineated on plat of survey prepared for Gary H. Wood by Trident Surveying, LLC, dated June 3, 2007, and being more particularly described according to said survey as follows:

TO FIND THE POINT OF BEGINNING, begin at the centerline intersection of Shady Valley Drive and Old Cornelia Highway; thence North 58 degrees 53 minutes 46 seconds East 282.50 feet to an iron pin found on the Southerly right of way of Old Cornelia Highway being the POINT OF BEGINNING; thence along the Southerly right of way of Old Cornelia Highway the following: North 48 degrees 51 minutes 40 seconds East 88.22 feet to a point; thence North 45 degrees 41 minutes 41 seconds East 93.59 feet to a point; thence North 45 degrees 49 minutes 12 seconds East 26.76 feet to an iron pin found; thence leaving said right of way South 24 degrees 31 minutes 56 seconds East 226.31 feet to an iron pin found; thence North 61 degrees 15 minutes 58 seconds East 160.88 feet to an iron pin found; thence North 61 degrees 39 minutes 46 seconds East 61.20 feet to an iron pin found; thence North 62 degrees 09 minutes 01 seconds East 92.59 feet to an iron pin found; thence North 59 degrees 00 minutes 35 seconds East 30.34 feet to an iron pin set; thence South 09 degrees 17 minutes 11 seconds East 1024.93 feet to an iron pin found; thence South 70 degrees 10 minutes 00 seconds West 156.86 feet to an iron pin found; thence South 72 degrees 39 minutes 45 seconds West 392.54 feet to an iron pin found; thence North 06 degrees 21 minutes 38 seconds West 130.69 feet to an iron pin found; thence North 10 degrees 48 minutes 15 seconds West 233.99 feet to an iron pin found; thence North 10 degrees 32 minutes 57 seconds West 732.90 feet to an iron pin found on the Southerly right of way of Old Cornelia Highway, being the POINT OF BEGINNING. Containing 13.172 acres according to said survey.

BK 7982PG616

Being the same property acquired by Gary H. Wood and Barbara B. Wood from Ruby W. Greenway in Warranty Deed – Survivorship, dated June 11, 2007, recorded in Deed Book 6088, pages 631-632 of the Hall County, Georgia Deed Records, and the same property conveyed by Gary H. Wood to Wood Real Estate Investments, LLC by Quit Claim Deed dated February 14, 2012, recorded in Deed Book 6957, pages 484-485 of the aforesaid records.

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 whomsoever.

WHEREVER there is a reference herein to the **GRANTOR** or the **GRANTEE**, the singular includes the plural and the masculine includes the feminine and the neuter, and said terms include and bind the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the said **GRANTOR** has hereunto set his hand and seal, the day and year above written.

Signed, sealed and delivered
in the presence of:

WOOD REAL ESTATE INVESTMENTS, LLC

Amanda M. Chiles
Unofficial Witness

By: [Signature] (SEAL)
Name: Gary H. Wood
Title: Manager

[Signature]
Notary Public
My Commission Expires:
(Affix Notary Seal)





Sarah Ford <sarah@foothillslid.com>

Old Cornelia Hwy Rezoning(s)

1 message

Nick Swafford <NSwafford@gainesvillega.gov>
To: "Katie L. Greenway (CDI: Planning)" <klgreenway@hallcounty.org>
Cc: Sarah Ford <sarah@foothillslid.com>

Fri, Jun 20, 2025 at 11:53 AM

Hi Katie,

Regarding these tracts below with upcoming rezoning actions:

2614, 2630, 2602, and [2540 Old Cornelia Hwy](#).

Please allow this email to serve as confirmation of water availability. The City's existing 8-inch water main along Old Cornelia Hwy is either already serving or is able to serve these properties with public water. If you need anything further, please let me know.

Thanks,

Nick Swafford

Permitting Services & GIS Manager

Department of Water Resources



O | 770.538.2452

www.gainesville.org

300 Henry Ward Way, Ste. 305
Gainesville, GA 30501



HCPC Tentative Agenda 8.18.25

From Emily McGahee (Environmental Health) <emcgahee@hallcounty.org>

Date Thu 7/17/2025 10:42 AM

To Katie L. Greenway (CDI: Planning) <klgreenway@hallcounty.org>; Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>

Cc Kelly Hairston (Environmental Health) <khairston@hallcounty.org>; Chad Harper (Environmental Health) <charper@hallcounty.org>

Please find Environmental Health comments below:

Item 1, 6034 Lanier Islands Pkwy, Lake Lanier Storage: No comment.

Item 2, 4302 Ledan Extension, Martinez:

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 3, 2614 Old Cornelia Hwy, Brock: 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, 2630 Old Cornelia Hwy, Brock: 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.

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)



RE: August 18, 2025 Hall County Planning Commission Meeting Tentative Agenda

From Nembhard, Nakia L <NNembhard@dot.ga.gov>

Date Mon 7/21/2025 9:09 AM

To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Joseph Boyd (GHMPO) <jboyd@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 morning,

Sorry for the late response. Below you will find our responses for the location requested.

Thanks,

1. [6034 Lanier Islands Parkway](#) | [Variance to Section 6.2.6.B](#) | [GCOD architectural standards](#) | on a 7.99± acre tract located on the west side of Lanier Islands Parkway approximately 620 feet from its intersection with North Waterworks Road | [Zoned PID](#); Tax Parcel 07330 001005 | [Proposed Use: Boat & RV storage](#) | * Commission District 2 | [Lake Lanier Storage Partners, LLC, applicant](#) **Will require GDOT Coordination**
2. [4302 Ledan Extension](#) | [Variance to section 3.2.1.](#) | [road frontage requirements](#) | on a 10.79± acre tract located on the northeast side of Ledan Extension, approximately 260 feet from its intersection with Green Hill Road | [Zoned AR-1](#); Tax Parcel 10057 000020 | [Proposed use: Minor subdivision](#) | * Commission District 2 | [Lindsey Marie Martinez, applicant](#) **Will not require GDOT Coordination**
3. [2614 Old Cornelia Highway](#) | [Rezone](#) | from Agricultural Residential 1 (AR-1) to Light Industrial (I-1) | on a 13.17± acre tract located on the south side of Old Cornelia Highway, approximately 300 feet from its intersection with Shady Valley Road | [Zoned AR-1](#); Tax Parcel 15021A000032 | [Proposed use: Heavy equipment storage](#) | ** Commission District 3 | [Brayden Carter Brock, LLC, applicant](#) **Will not require GDOT Coordination**
4. [\(A\) 2630 Old Cornelia Highway](#) | [Rezone](#) | from Suburban Shopping (S-S) to Light Industrial (I-1) | on a 0.91± acre tract located on the south side of Old Cornelia Highway, approximately 490 feet from its intersection with Shady Valley Road | [Zoned S-S](#); Tax Parcel 15021A000031A | [Proposed use: Sign manufacturing and printing business](#) | ** Commission District 3 | [Brayden Carter Brock, LLC, applicant](#) **Will not require GDOT Coordination**

[\(B\) 2630 Cornelia Highway](#) | [Variance to Section 8.2.3](#) | [required buffer areas](#) | on a 0.91± acre tract located on the south side of Old Cornelia Highway, approximately 490 feet east from its intersection with Shady Valley Road | [Zoned S-S](#); Tax Parcel 15021A000031A | [Proposed use: Sign manufacturing and printing business](#) | ** Commission District 3 | [Brayden Carter Brock, LLC, applicant](#) **Will not require GDOT Coordination**

Nakia Nembhard

Civil Engineer 3



District 1 Traffic Operations
1475 Jesse Jewell Pkwy Suite 100
Gainesville, GA, 30501

(678) 332-8200 Cell
(770) 533-8496 Office

From: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Sent: Friday, July 18, 2025 2:47 PM
To: Nembhard, Nakia L <NNembhard@dot.ga.gov>; jboyd@hallcounty.org
Subject: Fw: August 18, 2025 Hall County Planning Commission Meeting Tentative Agenda

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,

I am just following up for your comments for this Planning Agenda.

Thank you,

Kaitlyn Elliott

Planning Commission Clerk

Hall County Planning and Zoning

(770) 531-6810 www.hallcounty.org



From: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Sent: Thursday, July 10, 2025 9:59 AM
Subject: August 18, 2025 Hall County Planning Commission Meeting Tentative Agenda

Good Afternoon,



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: July 18, 2025

Subject: August 18, 2025 - Hall County Planning Commission Agenda

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

PUBLIC WORKS AND
UTILITIES DIRECTOR
Bill Nash, P.E.

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the August 18, 2025, meeting. Upon review, we provide the following comments.

NEW BUSINESS

1. [6034 Lanier Islands Parkway | Variance to Section 6.2.6.B | GCOD architectural standards | on a 7.99± acre tract located on the west side of Lanier Islands Parkway approximately 620 feet from its intersection with North Waterworks Road | Zoned PID; Tax Parcel 07330 001005 | Proposed Use: Boat & RV storage | * Commission District 2 | Lake Lanier Storage Partners, 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.
- b. **Traffic:** No comment
- c. **Utilities:** Hall County sewer service area.
No infrastructure in the vicinity

2. [4302 Ledan Extension | Variance to section 3.2.1. | road frontage requirements | on a 10.79± acre tract located on the northeast side of Ledan Extension, approximately 260 feet from its intersection with Green Hill Road | Zoned AR-1; Tax Parcel 10057 000020 | Proposed use: Minor subdivision | * Commission District 2 | Lindsey Marie Martinez, applicant](#)

- a. **Engineering:** Show stream buffer and impervious setback from wretched vegetation not centerline of stream
- b. **Traffic:** No comment
- c. **Utilities:** Joint Hall County – Gainesville sewer service area.
No Hall County infrastructure

3. 2614 Old Cornelia Highway | Rezone | from Agricultural Residential 1 (AR-1) to Light Industrial (I-1) | on a 13.17± acre tract located on the south side of Old Cornelia Highway, approximately 300 feet from its intersection with Shady Valley Road | Zoned AR-1; Tax Parcel 15021A000032 | Proposed use: Heavy equipment storage | ** Commission District 3 | Brayden Carter Brock, 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.
Show stream buffer and impervious setback from wrested vegetation not centerline of stream
- b. **Traffic:** Commercial driveway required
- c. **Utilities:** Sewer in City of Gainesville

4. (A) 2630 Old Cornelia Highway | Rezone | from Suburban Shopping (S-S) to Light Industrial (I-1) | on a 0.91± acre tract located on the south side of Old Cornelia Highway, approximately 490 feet from its intersection with Shady Valley Road | Zoned S-S; Tax Parcel 15021A000031A | Proposed use: Sign manufacturing and printing business | ** Commission District 3 | Brayden Carter Brock, LLC, applicant

(B) 2630 Cornelia Highway | Variance to Section 8.2.3 | required buffer areas | on a 0.91± acre tract located on the south side of Old Cornelia Highway, approximately 490 feet east from its intersection with Shady Valley Road | Zoned S-S; Tax Parcel 15021A000031A | Proposed use: Sign manufacturing and printing business | ** Commission District 3 | Brayden Carter Brock, LLC, applicant

- a. **Engineering:** No comment.
- b. **Traffic:** Commercial driveway required
- c. **Utilities:** Sewer in City of Gainesville



Fire Comment

From John Hornick (Fire Services) <jhornick@hallcounty.org>

Date Mon 7/14/2025 2:15 PM

To Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>

Cc Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Michael Vieira (Fire Services) <mvieira@hallcounty.org>; Bradley Martin (Fire Services) <bmartin@hallcounty.org>

August 18, 2025 Hall County Planning Commission Meeting.

3. [2614 Old Cornelia Highway | Rezone | from Agricultural Residential 1 \(AR-1\) to Light Industrial \(I-1\) | on a 13.17± acre tract located on the south side of Old Cornelia Highway, approximately 300 feet from its intersection with Shady Valley Road | Zoned AR-1; Tax Parcel 15021A000032 | Proposed use: Heavy equipment storage | ** Commission District 3 | Brayden Carter Brock, LLC, applicant](#)

Hall County Fire Marshal's Comments

1. The proposed 12,000 SF building location is greater than the 500-foot hose lay distance requirement from the nearest fire hydrant. If approved an 8-inch water main and fire hydrant will have to be installed to meet the 500-foot hose lay distance requirement from the fire hydrant to the building.
2. The Hall County Fire Marshal's Office considers the plan conceptual in nature and if approved may require modifications during the development review process.
3. The use of the proposed 12,000 SF building has not been identified in the narrative report. Depending on the use additional life safety requirements could be required.

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 - August 18, 2025 - Submission #121220

Date Submitted: 8/16/2025

Comments completed in the form below will be submitted into the record for the August 18, 2025 meeting of the Hall County Planning Commission.

First Name*

Robin

Last Name*

McGahee

Address1*

2665 Old Cornelia Hwy

Address2

City*

Gainesville

State*

GA

Zip*

30507

Zoning Item for Comment*

2614 Old Cornelia Highway | Rezone



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 look at ALL things when considering this approval. I have spoken to several neighbors, Debris Brown, Penny Cain, Ronald Marchbanks & others that are very concerned about the heavy equipment coming in & out of that area. This road is already congested with numerous accidents on this particular stretch of road, some fatalities. Since receiving the notice to re zone there has been two accidents near this location. I will try to gather the specifics of accident data from the Sheriff's department before final hearing. As a neighbor of this area, we feel that it is dangerous enough with just regular vehicles so having heavy equipment and more dump trucks would ONLY complicate the already existing problems with traffic in this neighborhood! Don't forget the big development next to the old White Sulfur school that will bring even more traffic issues. Safety is THE major concern as just getting in & out of driveway can be scary at times! The road "as you know" is very curvy & people drive too fast so this would I feel just cause more accidents & problems.

Thank you

Robin McGahee

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.

ZONING NOTICE

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO
THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY

APPLICANT: BRAYDEN CARTER BROOK, LLC

REQUEST: REZONE FROM AR1 TO I-1 FOR
HEAVY EQUIPMENT STORAGE

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION

Date: AUG 18, 2025

Time: 5:15 P.M.

COUNTY COMMISSION

Date: SEP 25, 2025

Time: 6:00 P.M.

&

HALL COUNTY GOVERNMENT CENTER, 2875 BROWN'S 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 | f: 770-531-3902



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 thirty (30) 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 thirty (30) 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 thirty (30) 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 JULY 11, 2025 AND NO LATER THAN JULY 20, 2025.

THE ORIGINAL SIGNED AFFIDAVIT MUST BE AND RETURNED TO THE PLANNING DEPARTMENT NO LATER THAN JULY 20, 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, Phillip Gillespie, 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 7/18/2025 for Bryden Carter Brock, LLC
Date (Name application filed as)
Signature [Signature]
(The original document is required)



AGENDA ITEM

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

REPORT TO: Work Session (09/22/25)

REPORT TO: Voting Meeting (09/25/25)

ITEM NO: 538/2025

SUBJECT: **2630 Old Cornelia Highway | Rezone** | from Suburban Shopping (S-S) to Light Industrial (I-1) | on a 0.91± acre tract located on the south side of Old Cornelia Highway, approximately 490 feet from its intersection with Shady Valley Road | Zoned S-S; Tax Parcel 15021A000031A | **Proposed use: Sign manufacturing and printing business** | Commission District 3 | **Brayden Carter Brock, LLC, applicant**

Meetings:

Work Session Date: 09/22/25

Voting Meeting Date: 09/25/25

Executive Summary:

Presenter: BG

Recommendation:

Approval, with conditions:

1. The property shall be developed in accordance with the site plan and narrative dated June 20, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. No variances or development exceptions are granted as part of this request 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 Hall County Engineering for driveway placement and compliance.
3. A variance is granted to eliminate the transitional buffer along the boundary abutting residentially-zoned property located at tax parcel 15021A000031B and 15021A000031.
4. A 6 foot opaque fence shall be installed along the concrete loading dock abutting the residentially-zoned property located at tax parcel 15021A000031B and 15021A000031.
5. No additional construction on the property shall be permitted on the building side adjacent to the 10 foot driveway easement.
6. Hours of operation shall be limited to Monday through Friday 8 am to 5 pm and Saturday 8 am to 12 pm.
7. 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."
8. All conditions of zoning shall be made as part of any plats or construction plans created for the property.
9. No more than 50% of the building shall be used as leased office space.

Purpose of Request:

History:

2630 Old Cornelia Highway | Rezone | from Suburban Shopping (S-S) to Light Industrial (I-1) | on a 0.91± acre tract located on the south side of Old Cornelia Highway, approximately 490 feet from its intersection with Shady Valley Road | Zoned S-S; Tax Parcel 15021A000031A | **Proposed use: Sign manufacturing and printing business** | Commission District 3 | **Brayden Carter Brock, LLC, 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	JL	CR
Clerk			
AD			

Attachments:

Board Memo
 Recommendation Report
 Application
 Narrative
 Site Plan
 Plat
 Maps
 Deed
 Legal Description
 Historic Board of Commissioners Letter
 Historic Narrative
 Historic Site Plan
 Water Availability
 Environmental Health Comment
 GDOT Comment
 Public Works Comment
 Fire Comment
 Public Comment
 Notice Sign



Hall County Government

PLANNING AND ZONING

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

PLANNING AND ZONING
DIRECTOR
Beth Garmon

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: September 8, 2025

Subject: **2630 Old Cornelia Highway | Rezone** | from Suburban Shopping (S-S) to Light Industrial (I-1) | on a 0.91± acre tract | Zoned S-S; Tax Parcel 15021A000031A | **Proposed use: Sign manufacturing and printing business | Brayden Carter Brock, LLC, applicant**

The request before you is from Brayden Carter Brock, LLC to rezone from Suburban Shopping (S-S) to Light Industrial (I-1) for a sign manufacturing and printing business. This item is located within Commission District 3.

At their August 18, 2024 meeting, the Hall County Planning Commission voted to recommend **approval, with nine (9) conditions (5-0).**

Staff recommendation: **Denial**, as the proposed use and zoning is not consistent with the "Suburban Neighborhood, Medium Density" future land use classification within the Comprehensive Plan.

There were **one (1) comment submitted** in opposition 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 and narrative dated June 20, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. No variances or development exceptions are granted as part of this request 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 Hall County Engineering for driveway placement and compliance.
3. A variance is granted to eliminate the transitional buffer along the boundary abutting residentially-zoned property located at tax parcel 15021A000031B and 15021A000031.

4. A 6 foot opaque fence shall be installed along the concrete loading dock abutting the residentially-zoned property located at tax parcel 15021A000031B and 15021A000031.
5. No additional construction on the property shall be permitted on the building side adjacent to the 10 foot driveway easement.
6. Hours of operation shall be limited to Monday through Friday 8 am to 5 pm and Saturday 8 am to 12 pm.
7. 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."
8. All conditions of zoning shall be made as part of any plats or construction plans created for the property.
9. No more than 50% of the building shall be used as leased office space.

**HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT**

Applicant Brayden Carter Brock, LLC

Request **Rezone** | from Suburban Shopping (S-S) to Light Industrial (I-1)

Proposed Use Sign manufacturing and printing business

Size 0.91± acres

Zoning **Current:** Suburban Shopping (S-S)
Proposed: Light Industrial (I-1)

Location **2630 Old Cornelia Highway** | Tax Parcel 15021A 000031A

Commission District Three

Planning Commission Date August 18, 2025

Staff Recommendation **Denial**, as the proposed use and zoning is not consistent with the “Suburban Neighborhood, Medium Density” future land use classification within the Comprehensive Plan

Record Number..... HZON25-0035

Planning Commission Recommendation **Approval**, with conditions

Vote: 5-0

Planning Commission Conditions

1. The property shall be developed in accordance with the site plan and narrative dated June 20, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. No variances or development exceptions are granted as part of this request 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 Hall County Engineering for driveway placement and compliance.
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8. All conditions of zoning shall be made as part of any plats or construction plans created for the property.
9. No more than 50% of the building shall be used as leased office space.

Excerpts from the minutes of the August 18, 2025 meeting

Applicant's Presentation:

Katie Greenway, Planning and Zoning Administrator, presented a summary of the request.

James Irvin, 164 Professional Drive, Baldwin, presented the request. Mr. Irvin stated the applicant has recently decided to rent half of the building as office space and wished to make the Board aware of his intentions. The applicant is requesting to rezone a 0.91± acre tract from Suburban Shopping (S-S) to Light Industrial (I-1) to allow a sign manufacturing and printing business to operate out of the existing building. A variance is also requested to reduce the required vegetated buffer from 30 feet to zero along the eastern property line where there is a shared access easement for an adjacent home. The subject property was rezoned from Agricultural Residential III (AR-III) to Suburban Shopping (S-S) on January 13, 2000 to allow an office/showroom/home improvement business for Hulsey Home Improvement, Inc. Per business license records, after Hulsey Home Improvement vacated the property, subsequent businesses have operated from the site, including a tree service and a concrete company. Currently the property is used as an office for Ameri-Can dumpster rental service.

Phillip Gillespie, 2630 Old Cornelia Highway, Gainesville, presented the request.

Public Forum:

Mr. Hunt stated the electronic comment received in opposition to item 4 should also be considered with this item.

Planning Commission Comments:

Mr. Sosebee asked Ms. Garmon if the change in the intended use of the building significantly altered the application. Ms. Garmon stated that while the Board has discretion on this request, it does align with the proposed zoning. Mr. Hunt inquired whether the portion not used by the sign shop would be tenant space. Mr. Gillespie responded that they plan to find a tenant, but they will be occupying the building for the next approximately five years while developing the adjacent property. Mr. Hunt then asked Ms. Garmon if any conditions would need to be amended to allow for the tenant space. Ms. Garmon stated that it would be beneficial to have a condition acknowledging this use.

Motion: A motion to approve, with conditions was made by Frank Sosebee and seconded by Shannon Davidson. Vote: 5-0

Conditions:

1. The property shall be developed in accordance with the site plan and narrative dated June 20, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. No variances or development exceptions are granted as part of this request 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 Hall County Engineering for driveway placement and compliance.
3. A variance is granted to eliminate the transitional buffer along the boundary abutting residentially-zoned property located at tax parcel 15021A000031B and 15021A000031.
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8. All conditions of zoning shall be made as part of any plats or construction plans created for the property.
9. No more than 50% of the building shall be used as leased office space.

Summary Analysis

The applicant is requesting to rezone a 0.91± acre tract from Suburban Shopping (S-S) to Light Industrial (I-1) to allow a sign manufacturing and printing business to operate out of the existing building. A variance is also requested to reduce the required vegetated buffer from 30 feet to zero along the eastern property line.

The subject property was rezoned from Agricultural Residential III (AR-III) to Suburban Shopping (S-S) on January 13, 2000 to allow an office/showroom/home improvement business for Hulsey Home Improvement, Inc. Per business license records, after Hulsey Home Improvement vacated the property, subsequent businesses included a tree service and a concrete company. Currently the property is used as an office for Ameri-Can dumpster rental service.

The surrounding properties are zoned and developed as outlined below:

North:	Agricultural Residential 1 (AR-1): Developed with single-family residences
East:	Agricultural Residential 1 (AR-1): Developed with single-family residences
South:	Agricultural Residential 1 (AR-1): Undeveloped with a concurrent rezoning application to rezone to Light Industrial (I-1) to allow heavy equipment storage in association with a dumpster rental business (HZON25-0036)
West:	Agricultural Residential 1 (AR-1): Undeveloped with a concurrent rezoning application to rezone to Light Industrial (I-1) to allow heavy equipment storage in association with a dumpster rental business (HZON25-0036)

Properties in the general vicinity zoned Planned Industrial Development (PID) or with historical light industrial uses include:

1. 2610 Old Cornelia Highway, 3.07± acres rezoned on October 22, 2015 from Agricultural Residential III (AR-III) and Light Industrial (I-I) to Planned Industrial Development (PID) for a septic company with caretaker residence (ZON2015-00041).
2. 2660 Old Cornelia Highway, 8.01± acres zoned Agricultural 1 (AR-1) that has had a business license issued for Brown's Garage, a motor vehicle towing and automotive repair business, since February 27, 1979 (BUS-0000510).

The applicant has a concurrent request to rezone the adjacent property at 2614 Old Cornelia Highway from Agricultural Residential 1 (AR-1) to Light Industrial (I-1) to allow heavy equipment storage in association with a dumpster rental business (HZON25-0035).

Per the submitted narrative, the applicant is requesting to rezone the subject parcel to Light Industrial (I-1) to be used for a sign manufacturing and printing business. The business would be located in an existing 5,997 square foot building, and would operate Monday through Friday from 8am to 5pm.

Per the submitted site plan, the existing driveway, parking lot and area along the east side of the building are paved. Five parking spaces are required and the site plan shows 15 spaces. The existing building meets all required setbacks of the current and proposed zoning districts and a 10 foot landscape strip is shown along the front property line.

One (1) **variance** related to the transitional buffer standards will be required if the site plan, as presented, is approved.

1. 8.2.1. Buffer Requirements - Where an industrial use with no outdoor activity abuts residentially zoned property, a 30-foot wide vegetated buffer is required.
 - The applicant requests that no buffer be required along the eastern property line abutting a residentially zoned property. **This does not meet the standard.**

Based on the future land use plan, staff finds the rezoning request *is not consistent* with the Comprehensive Plan's future land use classification of Suburban Neighborhood, Medium Density. The intent of this future land use designation is for medium-density, single family housing (attached or detached). It should be located where there is existing water and sewer infrastructure, or where future infrastructure is expected to be located.

(A) Zoning Analysis – Rezone

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 property has been commercially zoned since 2000 and the historical use of a nearby property is industrial in nature. Another nearby property is Planned Industrial Development (PID). The adjacent property to the south and west has a concurrent rezoning request to Light Industrial (I-1).**
- b. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **It is not anticipated that the use would adversely affect adjacent or nearby property provided required buffers are maintained.**
- 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 is not expected 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. The property is served by Hall County sewer 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 not consistent with the Comprehensive Plan future land use designation of Suburban Neighborhood, Medium Density.**

- 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 affected 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 existing commercial building was constructed in 1999 and businesses have continually operated from the site since that time.**
- 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, Light Industrial (I-1), would 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 light industrial uses based on the Future Land Use Map and current zoning maps; however, the use as proposed requires rezoning 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 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 to section 8.2.3

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); **The property is somewhat unusual as access to two adjacent residential properties is by way of a shared driveway that originates on the subject parcel; however, there is no hardship between the rear of the building and rear property line to prevent a 30 foot wide vegetated buffer from being established.**
2. The application of the requirements of this UDC to this particular piece of property would create an unusual hardship; **Requiring a 30 foot wide vegetated buffer along the entire length of the eastern property line would eliminate access to the two adjacent residential properties which utilize the driveway of the subject parcel; however, there is no hardship between the rear of the building and rear property line to prevent a 30 foot wide vegetated buffer from being established.**
3. Such conditions are peculiar to the property involved and are not common to other properties in the neighborhood; **The shared access between properties is peculiar to the property involved that is not common to other properties.**
4. Such conditions are not the result of any actions of the property owner; **The shared access between properties is not the result of any action of the current property owner.**
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 July 17, 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 may be required after review of business plan."

Georgia Department of Transportation

In an email dated July 21, 2025, Nakia Nembhard, GDOT Civil Engineer 3, stated that GDOT coordination is not required.

Hall County Public Works and Utilities

In a memo dated July 18, 2025, Bill Nash, Director of Public Works and Utilities, provided the following comments:

Engineering:

No comment.

Traffic:

Commercial driveway required.

Utilities:

Sewer in City of Gainesville.

Hall County Fire Marshal

In an email dated July 14, 2025, John Hornick, NPQ Fire Service Plans Examiner 1, stated that the Hall County Fire Marshal's Office has no comments on items A & B 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



VARIANCE APPLICATION

Applicant (Name and Mailing Address)

BRAYDEN CARTER BROCK, LLC

2630 OLD CORNELIA HWY

GAINESVILLE, GA 30507

Phone

Email Address phillip@cornerstonecon.net

Location of Property 2630 OLD CORNELIA HWY, GAINESVILLE, GA 30507

Present Zoning S-S Existing Structures 5997 SF BUILDING WITH PARKING

Property Owner (Name and Mailing Address)

BRAYDEN CARTER BROCK, LLC

2630 OLD CORNELIA HWY

GAINESVILLE, GA 30507

Phone

Email Address phillip@cornerstonecon.net

Type of Appeal: ☒ VEGETATIVE BUFFER VARIANCE

☐ Setback Variance

☐ Road Frontage Variance

☐ Sign Variance

☐ Hardship Mobile Home

☐ Front Yard

☒ Right Side Yard

☐ Left Side Yard

☐ Rear Yard

☐ Road Frontage

☐ Sign Area

☐ Sign Height

☐ Doctor's Letter

From ft. to ft.

From 30 ft. to 0 ft.

From ft. to ft.

From ft. to ft.

From ft. to ft.

From ft. to ft.

From ft. to ft.

☐ Terms Agreement

Supporting Documents: ☒ Plat of Property

☐ Deed of Property

☒ Hardship Statement

☒ Site Plan

☐ Floor Plans

☒ Other

Fee (Must be paid for application to be complete): \$

Hardship Mobile Home:

I understand that, if granted, the mobile home must be removed from the property when my hardship ceases to exist.

(Signature)

I hereby certify that the above information is true & correct to the best of my knowledge.

Sign 

Date 06/19/25

I hereby withdraw this application.

Sign _____ Date _____

Staff Use Only

Application Date: _____ Taken by: _____

Tentative Planning Commission Date: _____ If Appealed County Commission Date: _____

County Commission District: _____

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

Annual Registration

Electronically Filed

Secretary of State

Filing Date: 06/24/2025 09:31:35

BUSINESS INFORMATION

BUSINESS NAME : Brayden Carter Brock, LLC
CONTROL NUMBER : 13420686
BUSINESS TYPE : Domestic Limited Liability Company
ANNUAL REGISTRATION PERIOD : 2025, 2026

BUSINESS INFORMATION CURRENTLY ON FILE

PRINCIPAL OFFICE ADDRESS : 2630 Old Cornelia Highway, Gainesville, GA, 30507, USA
REGISTERED AGENT NAME : Philip Gillespie
REGISTERED OFFICE ADDRESS : 2630 Old Cornelia Highway, Gainesville, GA, 30507, USA
REGISTERED OFFICE COUNTY : Hall

UPDATES TO ABOVE BUSINESS INFORMATION

PRINCIPAL OFFICE ADDRESS : 2630 Old Cornelia Highway, Gainesville, GA, 30507, USA
REGISTERED AGENT NAME : Philip Gillespie
REGISTERED OFFICE ADDRESS : 2630 Old Cornelia Highway, Gainesville, GA, 30507, USA
REGISTERED OFFICE COUNTY : Hall

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE : Phillip Gillespie
AUTHORIZER TITLE : Member

PLANNING AND DEVELOPMENT DEPARTMENT 2875
 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504 MAILING
 ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503 t: 770-531-6809 f: 770-531-3902



CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

This form must be completed by the applicant and property owner, or person representing the property owner, for all zoning actions.

OCGA § 36-67A-3[C] Disclosure of campaign contributions:

- (b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:
 - (3) The name and official position of the local government official to whom the campaign contribution was made; and
 - (4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.
- (b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

I hereby certify that I have read the above and that:

I have** _____ I have not ☒ _____

within the two years immediately preceding this date, made any contribution(s) aggregating \$250.00 or more to any local government official involved in the review or consideration of this application.

****If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.**

Name of Official(s): _____

Office: _____

Dollar Amount: _____

Date of Contribution: _____

Applicant's/Owner's Signature:  _____

Date: 06/18/25 _____

Applicant's/Owner's Name(Printed): PHILLIP GILLESPIE _____



NARRATIVE REPORT
REQUEST FOR REZONING
HALL COUNTY, GEORGIA

RE: 0.90 acres located at 2630 Old Cornelia Hwy, Gainesville, GA 30507
Parcel ID 15021A000031A

Brayden, Carter, Brock, LLC (the “applicant”) respectfully submits this Narrative Report to the Hall County Board of Commissioners in support of an application for rezoning approval. This application and proposed use consists of 1 lot at 2630 Old Cornelia Hwy, Parcel 15021A000031A. The property is currently zoned S-S and the proposed zoning is I-1. The proposed use is a sign construction and printing shop.

The property currently has a 5,997 sf building which has been used as a contractor’s office since 1999. The property owner wishes to move this business to the adjacent property at 2614 Old Cornelia Hwy and allow this sign shop use the building. The attached plan to this application is a survey of the existing building and conditions. Please note that the adjacent home owners use this property for access.

There is an existing sign; however, any new signs will adhere to Hall County standards. The business operation hours will be from 8am to 5pm, Monday through Friday. Many properties along Old Cornelia Hwy are currently being used for industrial and/or business although not shown for this area in the current comprehensive plan. Please let us know if you have any questions or if any additional information is required.

Sincerely,

James Irvin, PE
Engineer for Applicant
Foothills Land Design, LLC

Statement of Hardship for 2630 Old Cornelia Hwy

1. There are extraordinary and exceptional conditions pertaining to the particular piece of property 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).

The existing commercial building, which predates current zoning requirements, is situated in such a way that residential property owners must use a portion of the subject Light Industrial property for access to their homes. The physical configuration of the parcel and adjacent lots does not allow for alternative points of entry. Enforcing a 30' vegetative buffer would obstruct this shared access and make it physically impossible for adjacent residents to reach their properties, which demonstrates a hardship directly related to the physical layout and historic development of the site.

2. The application of the requirements of this resolution to this particular property would create an unusual hardship.

Applying the buffer requirement to this property would create an unusual hardship because it would effectively eliminate access for neighboring residential property owners. This requirement, if strictly enforced, would necessitate the installation of a physical barrier—vegetation—through an area that is actively and essentially used for ingress and egress. Such a condition is not only impractical but would result in functional and safety issues for both the applicant and nearby residents who have long depended on the existing access arrangement.

3. Such conditions are peculiar to the particular piece of property involved and not common to other properties in the neighborhood. That is, the application of the regulation would deprive the applicant of the rights commonly enjoyed by others in the neighborhood.

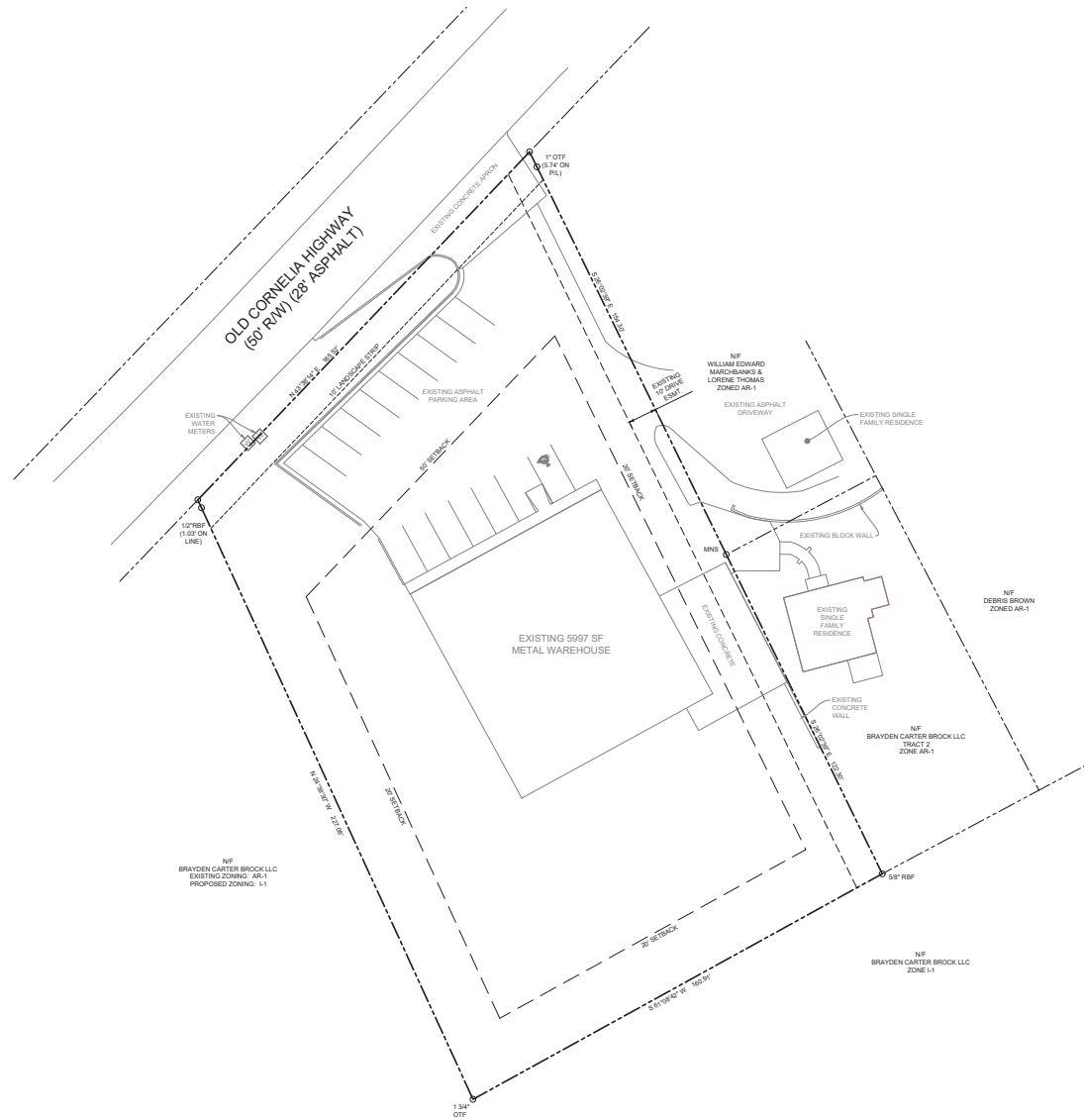
Unlike typical industrial-residential adjacencies where separation is feasible, the continued existence and practical function of this property relies on accommodating access for adjacent residences. Requiring a vegetative buffer in this case would remove that shared function and strip both the applicant and neighboring residents of the practical rights to use and access their land as they have historically done. Other properties in the area do not share this access-dependent relationship and would not face the same restrictive outcome.

4. Such conditions are not the result of any actions of the property owner.

The hardship is not the result of actions by the current property owner. The building has existed and been in use for commercial purposes for many years as well as the access arrangement for neighboring residents. The need for a variance arises solely due to the existing configuration of the land and the surrounding development pattern, not due to any recent modifications or decisions made by the owner.

5. Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of this resolution provided; however, that no variance may be granted for a use of land or building or structure that is prohibited by this resolution.

Granting this variance would not be detrimental to the public good nor would it impair the intent of the zoning resolution. The planned use of the building will be a sign printing shop and represents a continuation of longstanding commercial activity on the property. Furthermore, denying the variance and enforcing the buffer would create logistical issues for neighboring residents. Allowing the variance preserves both access and safety, while also maintaining compatibility with the area's historical development pattern. It does not grant the applicant any special privileges not otherwise available to similar properties under similar conditions.



GENERAL NOTES:

1. APPLICANT: PHILIP GILLESPIE
BRAYDEN CARTER BROOK, LLC
2630 OLD CORNELIA HWY
GAINESVILLE, GA 30607
678-617-4374
2. ENGINEERING CONTACT: JAMES IRVIN @ 706-775-2087
3. SITE AREA: 0.91 ACRES
4. TAX PARCEL: #15021A000031A
5. EXISTING ZONING: S-B
6. PROPOSED ZONING: I-1
7. PARKING REQUIREMENTS FOR OFFICE/WAREHOUSE:
1 SPACE PER 300 SF OFFICE + 1 PER 600 SF WAREHOUSE AREA
1000 SF OFFICE + 5 SPACES REQUIRED
600 SF WAREHOUSE + 1 SPACES REQUIRED
16 SPACES SHOWN (1 HANDICAP)
8. NO SIGNS ARE PROPOSED FOR THIS SITE AT THIS TIME.



NO.	DESCRIPTION	DATE



GSWCC LEVEL II #98

DATE: JUNE 20, 2025

SCALE: 1" = 20'

SHEET: C1

JOB #25125

10/5

10/5

10/5

10/5

10/5

10/5

10/5

10/5

10/5

10/5

10/5

10/5

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT.

THE CLOSURE PRECISION OF THE FIELD SURVEY IS ONE FOOT IN 69,306 FEET, ANGULAR ERROR IS 1" PER POINT AND WAS ADJUSTED USING THE COMPASS RULE.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 269,186 FEET.

EQUIPMENT USED:
LEICA TOPCON FOR ANGULAR & LINEAR MEASUREMENTS.
LEICA GS 14 DUAL FREQUENCY RTK ROVER FOR HORIZONTAL REFERENCE POINTS USING THE LEICA SMARTNET RTK NETWORK.

ALL DEED REFERENCES SHOWN HEREON ARE RECORDED IN THE CLERK OF SUPERIOR COURT'S OFFICE OF HALL COUNTY, GEORGIA.

THIS PROPERTY MAY BE SUBJECT TO EASEMENTS, RESERVATIONS, RIGHTS OF WAY, OR RESTRICTIONS WHICH ARE NOT RECORDED OR NOT DISCLOSED BY THE TITLE COMMITMENT OR OTHERWISE UNKNOWN TO THE SURVEYOR; THEREFORE EXCEPTION IS TAKEN TO ANY SUCH ITEMS.

REFERENCES:

1. CURRENT OWNER: BRAYDEN CARTER BROCK LLC
2630 OLD CORNELIA HIGHWAY, GAINESVILLE, GA 30507.
2. PROPERTY ADDRESS: 2630 AND 2634 OLD CORNELIA HIGHWAY, GAINESVILLE, GA 30507.
3. PB 877, PG. 238
4. PB 84, PG. 294
5. PB 3, PG. 129
6. DB 7982, PG. 167
7. DB 7959, PG. 167
8. DB 7808, PG. 369
9. DB 7207, PG. 333
10. DB 2604, PG. 41

THIS SURVEY IS FOR THE BENEFIT OF THE PARTIES IN THE TITLE BLOCK. ANY USE BY THIRD PARTIES IS AT THEIR OWN RISK. FLOYD & ASSOCIATES, INC. WILL NOT ACCEPT ANY RESPONSIBILITY OF LIABILITY FOR THE USE OF THIS SURVEY BY ANYONE OTHER THAN THE PERSONS OR ENTITIES, NAMED IN THE TITLE BLOCK.

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 MEASURED FROM THE POINT OF WRESTED VEGETATION (HALL COUNTY CODE § 8.170.070).

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)

ALL LAND DISTURBANCES OVER ONE ACRE SHALL REQUIRE AN EROSION SEDIMENTATION POLLUTION CONTROL PLAN.

THIS PROPERTY OR A PORTION THEREOF IS NOT LOCATED IN A FLOOD HAZARD AREA AS SHOWN ON FLOOD INSURANCE RATE MAP #13139C0185H, HALL COUNTY GEORGIA, DATED 12/1/2022.

THIS PROPERTY OR A PORTION THEREOF IS NOT LOCATED IN THE HALL COUNTY STUDIED FLOOD ZONE PER HALL COUNTY GIS.

IF RESIDENTIAL PROPERTY IS SUBDIVIDED INTO SEVEN LOTS OR MORE WITH ALL LOTS ACCESSING EXISTING HALL COUNTY, GEORGIA ROADS, THEN STORMWATER MANAGEMENT IS REQUIRED FOR COMPLIANCE. (HALL COUNTY CODE § 8.180.160)

ALL DRIVEWAYS MUST MEET HALL COUNTY DRIVEWAY REGULATIONS PER CODE § 12.40.

GEORGIA GRID NORTH
NAD1983 - WEST ZONE

FLOYD
& ASSOCIATES, INC.

2060 BUFORD HWY., SUITE 105
BUFORD, GEORGIA 30518
PHONE (770) 531-0900 FAX (770) 531-0995
LAND SURVEYING FIRM #1155

LEGEND	
AIF	ANGLE IRON FOUND
AMF	ALUM. MONUMENT FOUND
BC	BACK OF CURB
BSL	BUILDING SETBACK LINE
CB	CATCH BASIN
CB	CABLE BOX
C/L	CENTERLINE
CMF	CONC. MONUMENT FOUND
CLEANOUT	
CONC.	CONCRETE
CTF	CRIMPED TOP FOUND
DE	DEED BOOK
DB	DRAINAGE EASEMENT
DI	DROP INLET
EP	EDGE OF PAVEMENT
ESMT	EASEMENT
FH	FIRE HYDRANT
GM	GAS METER
GMD	GEORGIA MILITIA DISTRICT
H	HEADWALL
IPS	1/2" REBAR SET
J	JUNCTION BOX
LL	LAND LOT
LLL	LAND LOT LINE
L	LIGHT POLE
M	MANHOLE
MNS	MAG NAIL SET
N/F	NOW OR FORMERLY
OHP	OVERHEAD POWER
OTF	OPEN TOP FOUND
PB	PLAT BOOK
PB	POWER BOX
P/L	PROPERTY LINE
P/B	POINT OF BEGINNING
P	POWER POLE
PS	PLAT SLIDE
RBF	REBAR FOUND
R/W	RIGHT OF WAY
S/D	SUBDIVISION
S	SERVICE POLE
U	UTILITY MANHOLE
W	WATER METER
WV	WATER VALVE
Y	YARD INLET



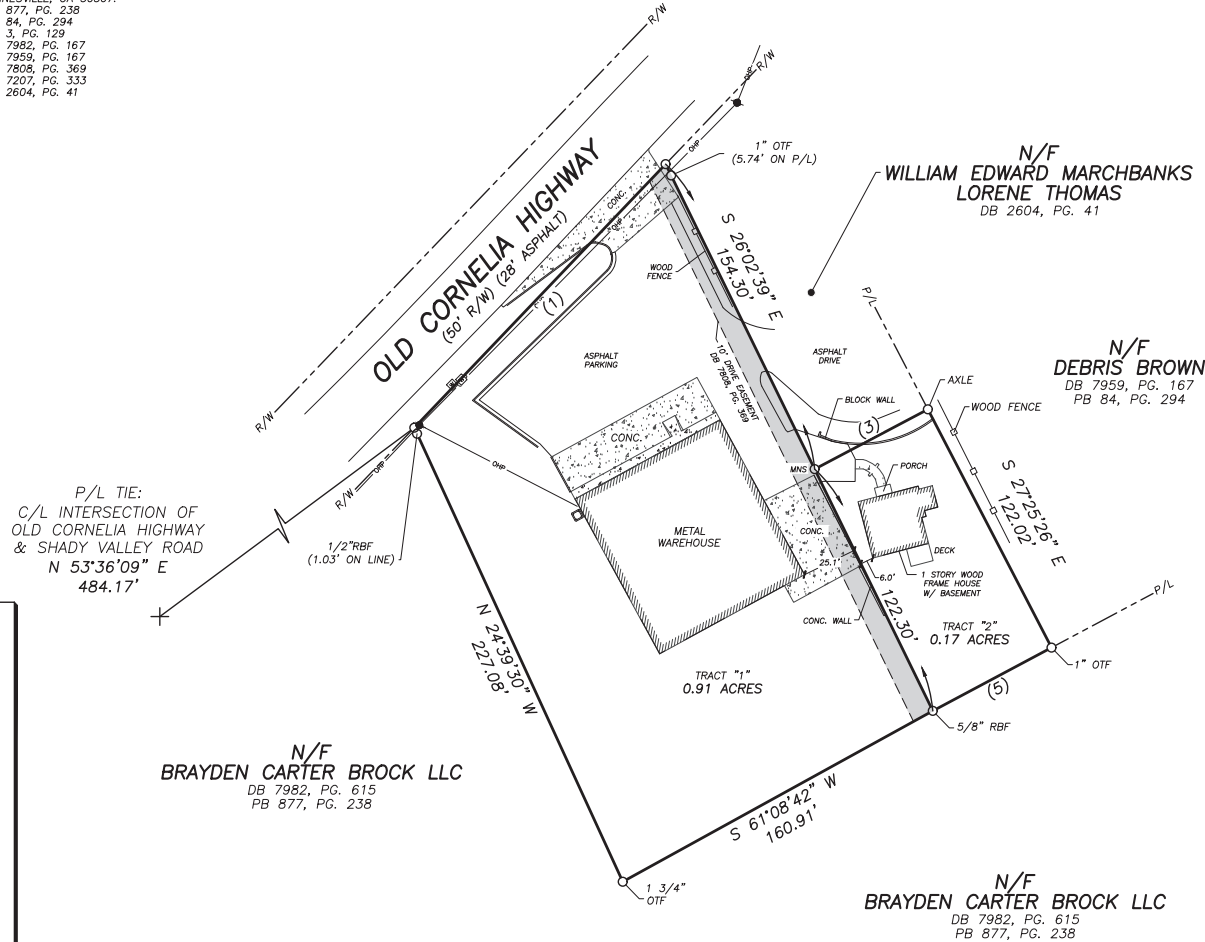
SURVEYORS CERTIFICATE

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.

W. SHANE FLOYD
GA RLS #2801

2/20/2025
DATE

Course	Bearing	Distance
(1)	N 43°38'14" E	165.52'
(2)	S 26°02'39" E	154.30'
(3)	N 62°09'24" E	58.20'
(4)	S 27°25'26" E	122.02'
(5)	S 61°56'37" W	61.15'
(6)	S 61°08'42" W	160.91'
(7)	N 24°39'30" W	227.08'



TRACT CONTAINS
1.08 ACRES

RETRACEMENT SURVEY FOR:
PHILLIP GILLESPIE
G.M.D. 411 - GAINESVILLE DISTRICT
HALL COUNTY, GEORGIA

JOB NUMBER: JN2025-4
DATE: 2/20/2025
FIELD DATE: 1/13/2025
SCALE: 1"=40FT
DRAWN BY: GLP
CHECKED BY:
REVISIONS

SHEET
1 OF 1

08.18.2025 - Item 5



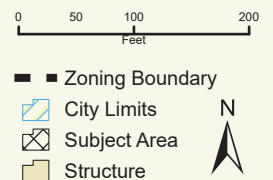
Applicant: BRAYDEN CARTER BROCK, LLC

Tax Parcel #: 15021A000031A

Location: 2630 OLD CORNELIA HIGHWAY, GAINESVILLE, GA 30507

Commission District 3

PC Mtg. Date: 08/18/2025





Applicant: BRAYDEN CARTER BROCK, LLC

Tax Parcel #: 15021A000031A

Location: 2630 OLD CORNELIA HIGHWAY, GAINESVILLE, GA 30507

Commission District 3

PC Mtg. Date: 08/18/2025

0 100 200 400
Feet

- Zoning Boundary
- ▨ City Limits
- Subject Area
- Structure





Applicant: BRAYDEN CARTER BROCK, LLC

Tax Parcel #: 15021A000031A

Location: 2630 OLD CORNELIA HIGHWAY, GAINESVILLE, GA 30507

Commission District 3

PC Mtg. Date: 08/18/2025

0 50 100 200
Feet

— Zoning Boundary

City Limits

Subject Area



000333

GEORGIA, HALL COUNTY, CLERK SUPERIOR COURT
 Filed in office, this 14 day of June
 20 13 at 11:29 Am. Recorded in Deed
 Book 7207 Page(s) 333-334
 Charles Baker, Clerk By JN

014498

After recording return to: File
 D. THOMAS LEFEVRE
 STEWART, MELVIN & FROST, LLP
 P. O. BOX 3280
 GAINESVILLE, GEORGIA 30503

HALL COUNTY, Georgia
 Real Estate Transfer Tax

Paid \$ 160.00
 Date 6-14-13
 Charles Baker
 Superior Court Clerk
 By JN
 PT61 069- 2013003636

WARRANTY DEED

STATE OF GEORGIA
COUNTY OF

THIS INDENTURE, made this 14th day of June in the Year of Our Lord Two Thousand and Thirteen between THOMAS BRENNAN (hereinafter called "GRANTOR"), and BRAYDEN CARTER BROCK, LLC, a Georgia limited liability company (hereinafter called "GRANTEE"),

WITNESSETH: That the said GRANTOR, for and in consideration of the sum of TEN DOLLARS (\$10.00) AND OTHER VALUABLE CONSIDERATION, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said GRANTEE the following described property, to-wit:

All that tract or parcel of land lying and being in the Gainesville (GM 411) District, Hall County, Georgia, embracing 0.89 acre, and more particularly described on Exhibit "A" attached hereto and made a part hereof by reference.

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 whomsoever.

WHEREVER there is a reference herein to the GRANTOR or the GRANTEE, the singular includes the plural and the masculine includes the feminine and the neuter, and said terms include and bind the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the said GRANTOR has hereunto set his hand and seal, the day and year above written.

Signed, sealed and delivered
 in presence of:

Bruce H. Lefevre
 Unofficial Witness

D. Thomas Lefevre
 Notary Public
 My Commission Expires
 (Affix Notary Seal)

440428-1
 59200 0



Thomas Brennan
Stobhan Brennan (SEAL)
 Thomas Brennan
 By Stobhan Margaret Brennan,
 Attorney-in-Fact

C00334

EXHIBIT "A"

Legal Description

All that tract or parcel of land lying and being in the Gainesville (GM 411) District, Hall County, Georgia, embracing 0.89 acres, and more particularly described on plat of survey for Hulsey's Home Improvement, Inc. by Jimmy D. Bullock, GRLS, dated May 28, 1998, which plat is incorporated herein by reference and made a part hereof, and being more particularly described as follows:

BEGINNING at a point on the easterly right-of-way of Old Cornelia Highway (a 60 foot right-of-way), which pin is situated N54-36-40E, 487.51 feet from P K. Nail and Cap Set at the centerline intersection of Old Cornelia Highway and Shady Valley Drive; thence along said right-of-way of Old Cornelia Highway, N44-04-00E, 165.36 feet to an IPF; thence departing said right-of-way, S25-42-01E, 148.41 feet to an IPF; thence S25-42-01E, 122 30 feet to an IPS; thence S61-19-49W, 160.59 feet to an IPS, thence N24-21-13W 221.90 feet to the point of BEGINNING.

Subject to a 10-foot driveway easement, as measured along the northeasterly property line of the subject property, as shown on the aforementioned plat of survey.

HALL COUNTY GOVERNMENT

BOARD OF COMMISSIONERS



POST OFFICE BOX 1435
GAINESVILLE, GEORGIA 30503
(770) 535-8260
FAX (770) 531-3972

W. AL GAINEY, JR.
CHAIRMAN

BRENDA R. BRANCH, DISTRICT 1
JERRY CARPENTER, DISTRICT 2
STEPHEN BLACK, DISTRICT 3
FRANCES MEADOWS, DISTRICT 4

JIM SHULER
INTERIM
COUNTY ADMINISTRATOR

January 20, 2000

Mr. Tim Williams
2630 Old Cornelia Highway
Gainesville, GA 3007

Dear Mr. Williams:

In the Hall County Board of Commissioners meeting held on January 13, 2000, the commission voted to approve the application of Tim Williams to rezone from AR-III to S-S, a 0.90± acre tract located on the south side of US Highway 23, 1300± feet west of its intersection with Pierce Road; Tax Parcel 15-21A-31A. Proposed Use: Office/showroom/home improvement. Commission District Three.

If you have any further questions, please do not hesitate to call.

Sincerely,

Connie Phillips
Clerk of the Commission

Cc: Planning and Zoning
Business License
Tax Assessor

Building Inspection
Public Works
Tax Commissioner (W. Bryan)



**Hulsey Home
Improvement
Inc.**

"Quality And Integrity Since 1942"

2630 Old Cornelia Highway, Gainesville GA 30507
770-534-5981 FAX: 770-534-0281

October 25, 1999

Hall County Planning Commission:

I would like to re-zone this property to S-S to bring it into conformity with its current use. We are currently operating our office and storage on the property. We would like to operate a 800 square foot showroom in conjunction with our office. We have greatly improved this property (as seen in the attached photos) since I purchased it.

This property was used as a business location as far back as 50 years. It was used as a general store, a taxidermy, a garage and a second hand store. We have enjoyed a good relationship with the adjoining property owners. Our business hours are Monday through Friday from 8 -5. The attached site plan shows how the property now exists with its current improvements.

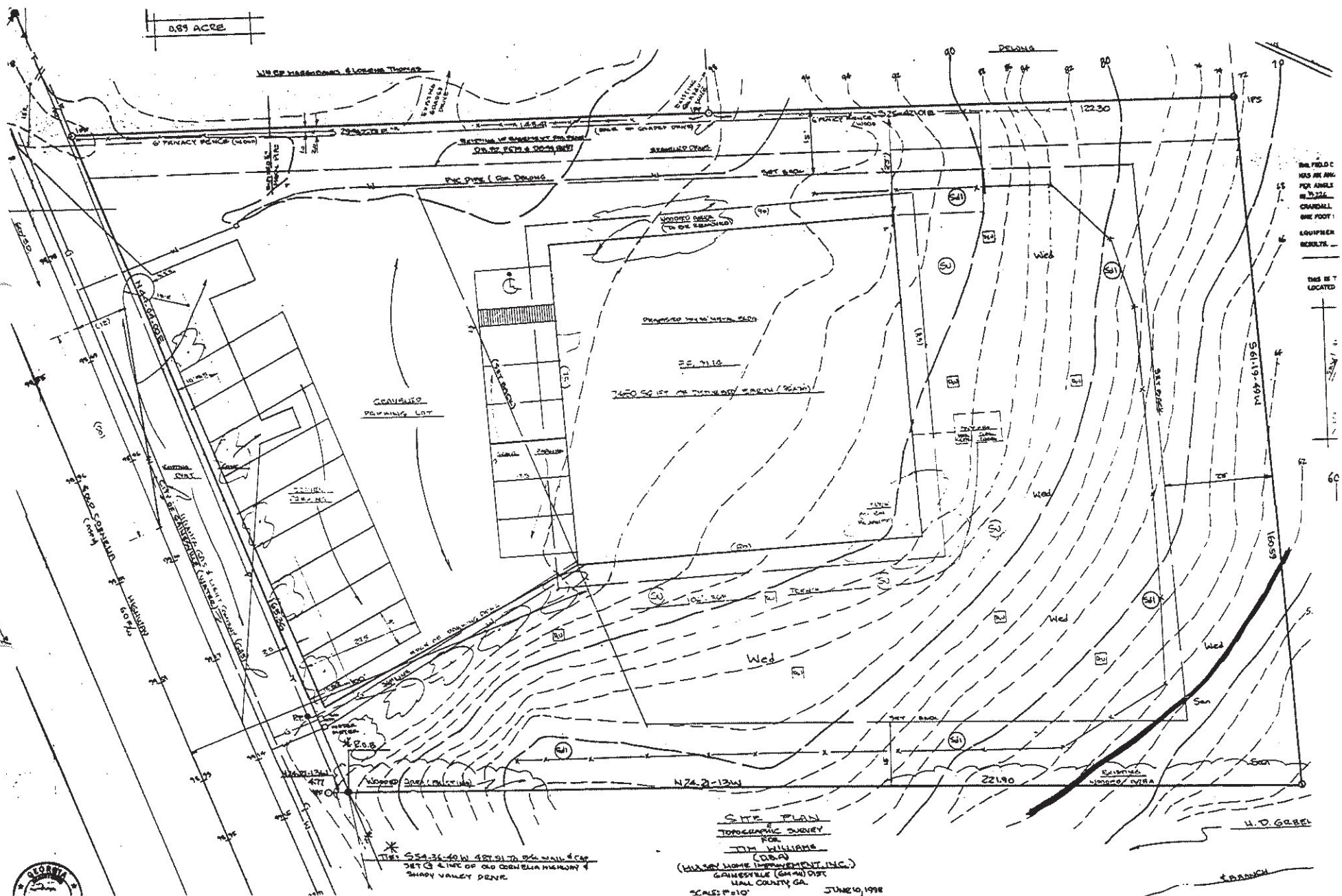
I respectfully request your approval to re-zone this property to S-S.

Thank you,

**Tim Williams,
President**

TW/sdc

$f(x) = 10.11 + (4)(1 - 7x)N(0, 1)$
 $f'(x) = -28N(0, 1)$



SITE PLAN
TOPOGRAPHIC SURVEY
FOR
JIM WILLIAMS
(DBA)
(HILLWAY HOME IMPROVEMENT, INC.)
GAINESVILLE (GHW) DIST
HALL COUNTY, GA.
SCALE: 1"=10' JUNE 10, 1998
JIMMY B. BULLOCK & ASSOCIATES



Sarah Ford <sarah@foothillslid.com>

Old Cornelia Hwy Rezoning(s)

1 message

Nick Swafford <NSwafford@gainesvillega.gov>
To: "Katie L. Greenway (CDI: Planning)" <klgreenway@hallcounty.org>
Cc: Sarah Ford <sarah@foothillslid.com>

Fri, Jun 20, 2025 at 11:53 AM

Hi Katie,

Regarding these tracts below with upcoming rezoning actions:

2614, 2630, 2602, and [2540 Old Cornelia Hwy](#).

Please allow this email to serve as confirmation of water availability. The City's existing 8-inch water main along Old Cornelia Hwy is either already serving or is able to serve these properties with public water. If you need anything further, please let me know.

Thanks,

Nick Swafford

Permitting Services & GIS Manager

Department of Water Resources



O | 770.538.2452

www.gainesville.org

300 Henry Ward Way, Ste. 305
Gainesville, GA 30501



HCPC Tentative Agenda 8.18.25

From Emily McGahee (Environmental Health) <emcgahee@hallcounty.org>

Date Thu 7/17/2025 10:42 AM

To Katie L. Greenway (CDI: Planning) <klgreenway@hallcounty.org>; Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>

Cc Kelly Hairston (Environmental Health) <khairston@hallcounty.org>; Chad Harper (Environmental Health) <charper@hallcounty.org>

Please find Environmental Health comments below:

Item 1, 6034 Lanier Islands Pkwy, Lake Lanier Storage: No comment.

Item 2, 4302 Ledan Extension, Martinez:

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 3, 2614 Old Cornelia Hwy, Brock: 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, 2630 Old Cornelia Hwy, Brock: 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.

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)



RE: August 18, 2025 Hall County Planning Commission Meeting Tentative Agenda

From Nembhard, Nakia L <NNembhard@dot.ga.gov>

Date Mon 7/21/2025 9:09 AM

To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Joseph Boyd (GHMPO) <jboyd@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 morning,

Sorry for the late response. Below you will find our responses for the location requested.

Thanks,

1. [6034 Lanier Islands Parkway](#) | [Variance to Section 6.2.6.B](#) | [GCOD architectural standards](#) | on a 7.99± acre tract located on the west side of Lanier Islands Parkway approximately 620 feet from its intersection with North Waterworks Road | [Zoned PID](#); Tax Parcel 07330 001005 | [Proposed Use: Boat & RV storage](#) | * Commission District 2 | [Lake Lanier Storage Partners, LLC, applicant](#) **Will require GDOT Coordination**
2. [4302 Ledan Extension](#) | [Variance to section 3.2.1.](#) | [road frontage requirements](#) | on a 10.79± acre tract located on the northeast side of Ledan Extension, approximately 260 feet from its intersection with Green Hill Road | [Zoned AR-1](#); Tax Parcel 10057 000020 | [Proposed use: Minor subdivision](#) | * Commission District 2 | [Lindsey Marie Martinez, applicant](#) **Will not require GDOT Coordination**
3. [2614 Old Cornelia Highway](#) | [Rezone](#) | from Agricultural Residential 1 (AR-1) to Light Industrial (I-1) | on a 13.17± acre tract located on the south side of Old Cornelia Highway, approximately 300 feet from its intersection with Shady Valley Road | [Zoned AR-1](#); Tax Parcel 15021A000032 | [Proposed use: Heavy equipment storage](#) | ** Commission District 3 | [Brayden Carter Brock, LLC, applicant](#) **Will not require GDOT Coordination**
4. [\(A\) 2630 Old Cornelia Highway](#) | [Rezone](#) | from Suburban Shopping (S-S) to Light Industrial (I-1) | on a 0.91± acre tract located on the south side of Old Cornelia Highway, approximately 490 feet from its intersection with Shady Valley Road | [Zoned S-S](#); Tax Parcel 15021A000031A | [Proposed use: Sign manufacturing and printing business](#) | ** Commission District 3 | [Brayden Carter Brock, LLC, applicant](#) **Will not require GDOT Coordination**

[\(B\) 2630 Cornelia Highway](#) | [Variance to Section 8.2.3](#) | [required buffer areas](#) | on a 0.91± acre tract located on the south side of Old Cornelia Highway, approximately 490 feet east from its intersection with Shady Valley Road | [Zoned S-S](#); Tax Parcel 15021A000031A | [Proposed use: Sign manufacturing and printing business](#) | ** Commission District 3 | [Brayden Carter Brock, LLC, applicant](#) **Will not require GDOT Coordination**

Nakia Nembhard

Civil Engineer 3



District 1 Traffic Operations
1475 Jesse Jewell Pkwy Suite 100
Gainesville, GA, 30501

(678) 332-8200 Cell
(770) 533-8496 Office

From: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Sent: Friday, July 18, 2025 2:47 PM
To: Nembhard, Nakia L <NNembhard@dot.ga.gov>; jboyd@hallcounty.org
Subject: Fw: August 18, 2025 Hall County Planning Commission Meeting Tentative Agenda

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,

I am just following up for your comments for this Planning Agenda.

Thank you,

Kaitlyn Elliott

Planning Commission Clerk

Hall County Planning and Zoning

(770) 531-6810 www.hallcounty.org



From: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Sent: Thursday, July 10, 2025 9:59 AM
Subject: August 18, 2025 Hall County Planning Commission Meeting Tentative Agenda

Good Afternoon,



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: July 18, 2025

Subject: August 18, 2025 - Hall County Planning Commission Agenda

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

PUBLIC WORKS AND
UTILITIES DIRECTOR
Bill Nash, P.E.

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the August 18, 2025, meeting. Upon review, we provide the following comments.

NEW BUSINESS

1. [6034 Lanier Islands Parkway | Variance to Section 6.2.6.B | GCOD architectural standards | on a 7.99± acre tract located on the west side of Lanier Islands Parkway approximately 620 feet from its intersection with North Waterworks Road | Zoned PID; Tax Parcel 07330 001005 | Proposed Use: Boat & RV storage | * Commission District 2 | Lake Lanier Storage Partners, 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.
- b. **Traffic:** No comment
- c. **Utilities:** Hall County sewer service area.
No infrastructure in the vicinity

2. [4302 Ledan Extension | Variance to section 3.2.1. | road frontage requirements | on a 10.79± acre tract located on the northeast side of Ledan Extension, approximately 260 feet from its intersection with Green Hill Road | Zoned AR-1; Tax Parcel 10057 000020 | Proposed use: Minor subdivision | * Commission District 2 | Lindsey Marie Martinez, applicant](#)

- a. **Engineering:** Show stream buffer and impervious setback from wretched vegetation not centerline of stream
- b. **Traffic:** No comment
- c. **Utilities:** Joint Hall County – Gainesville sewer service area.
No Hall County infrastructure

3. 2614 Old Cornelia Highway | Rezone | from Agricultural Residential 1 (AR-1) to Light Industrial (I-1) | on a 13.17± acre tract located on the south side of Old Cornelia Highway, approximately 300 feet from its intersection with Shady Valley Road | Zoned AR-1; Tax Parcel 15021A000032 | Proposed use: Heavy equipment storage | ** Commission District 3 | Brayden Carter Brock, 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.
Show stream buffer and impervious setback from wrested vegetation not centerline of stream
 - b. **Traffic:** Commercial driveway required
 - c. **Utilities:** Sewer in City of Gainesville

4. (A) 2630 Old Cornelia Highway | Rezone | from Suburban Shopping (S-S) to Light Industrial (I-1) | on a 0.91± acre tract located on the south side of Old Cornelia Highway, approximately 490 feet from its intersection with Shady Valley Road | Zoned S-S; Tax Parcel 15021A000031A | Proposed use: Sign manufacturing and printing business | ** Commission District 3 | Brayden Carter Brock, LLC, applicant

(B) 2630 Cornelia Highway | Variance to Section 8.2.3 | required buffer areas | on a 0.91± acre tract located on the south side of Old Cornelia Highway, approximately 490 feet east from its intersection with Shady Valley Road | Zoned S-S; Tax Parcel 15021A000031A | Proposed use: Sign manufacturing and printing business | ** Commission District 3 | Brayden Carter Brock, LLC, applicant

- a. **Engineering:** No comment.
- b. **Traffic:** Commercial driveway required
- c. **Utilities:** Sewer in City of Gainesville



Fire Comments

From John Hornick (Fire Services) <jhornick@hallcounty.org>

Date Mon 7/14/2025 3:27 PM

To Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>

Cc Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

August 18, 2025 Hall County Planning Commission Meeting.

4. (A) 2630 Old Cornelia Highway | Rezone | from Suburban Shopping (S-S) to Light Industrial (I-1) | on a 0.91± acre tract located on the south side of Old Cornelia Highway, approximately 490 feet from its intersection with Shady Valley Road | Zoned S-S; Tax Parcel 15021A000031A | Proposed use: Sign manufacturing and printing business | ** Commission District 3 | Brayden Carter Brock, LLC, applicant

(B) 2630 Cornelia Highway | Variance to Section 8.2.3 | required buffer areas | on a 0.91± acre tract located on the south side of Old Cornelia Highway, approximately 490 feet east from its intersection with Shady Valley Road | Zoned S-S; Tax Parcel 15021A000031A | Proposed use: Sign manufacturing and printing business | ** Commission District 3 | Brayden Carter Brock, LLC, applicant

The Hall County Fire Marshal's Office has no comments on items A & B 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 - August 18, 2025 - Submission #121220

Date Submitted: 8/16/2025

Comments completed in the form below will be submitted into the record for the August 18, 2025 meeting of the Hall County Planning Commission.

First Name*

Robin

Last Name*

McGahee

Address1*

2665 Old Cornelia Hwy

Address2

City*

Gainesville

State*

GA

Zip*

30507

Zoning Item for Comment*

2614 Old Cornelia Highway | Rezone



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 look at ALL things when considering this approval. I have spoken to several neighbors, Debris Brown, Penny Cain, Ronald Marchbanks & others that are very concerned about the heavy equipment coming in & out of that area. This road is already congested with numerous accidents on this particular stretch of road, some fatalities. Since receiving the notice to re zone there has been two accidents near this location. I will try to gather the specifics of accident data from the Sheriff's department before final hearing. As a neighbor of this area, we feel that it is dangerous enough with just regular vehicles so having heavy equipment and more dump trucks would ONLY complicate the already existing problems with traffic in this neighborhood! Don't forget the big development next to the old White Sulfur school that will bring even more traffic issues. Safety is THE major concern as just getting in & out of driveway can be scary at times! The road "as you know" is very curvy & people drive too fast so this would I feel just cause more accidents & problems.

Thank you

Robin McGahee

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.

ZONING NOTICE

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO
THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY

APPLICANT: **BRAYDEN CARTER BROCK, LLC**

REQUEST: **REZONE FROM S-S TO I-1 WITH A VARIANCE
FOR SIGN MANUFACTURING AND PRINTING BUSINESS**

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION

Date: **AUG 18, 2025**

Time: **5:15 P.M.**

COUNTY COMMISSION

Date: **SEP 25, 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 | f: 770-531-3902



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 thirty (30) 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 thirty (30) 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 thirty (30) 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 JULY 11, 2025 AND NO LATER THAN JULY 20, 2025.

THE ORIGINAL SIGNED AFFIDAVIT MUST BE AND RETURNED TO THE PLANNING DEPARTMENT NO LATER THAN JULY 20, 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, Phillip Gillespie, 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 7/18/2025 for Bryden Carter Brock, LLC
Date (Name application filed as)
Signature [Signature]
(The original document is required)