HALL COUNTY BOARD OF COMMISSIONERS
WORK SESSION 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
Monday, October 20, 2025 - 03:00 PM

Call to Order

Central Services

1 Approve the award of IFB #022-46 Wall Covering for Courthouse 1st, 2nd, and 3rd Floor for Central Services to Ashford Painting, LLC of Chamblee, GA, in the amount of $147,619.34.

2 Approve the award of RFQ/P #46-021 Remodel of Hall County Government Center 3rd Floor for Central Services to Scroggs & Grizzel Contracting, Inc. of Clermont, GA, in the amount of $1,609,000.00.

Court Administration

3 Approve the ratification of the 2026 Judicial Council American Rescue Plan Act Grant funding application for the Northeastern Judicial Circuit to address case backlogs in the amount of $1,319,689.00, and if awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. No cash or in-kind match is required.

4 Approve the single source purchase of Audio/Video Updates to the Streaming System for Court Administration to S&L Integrated Systems, LLC of Thomasville, GA, in the amount of $154,298.75.

Emergency Management

5 Approve the annual contract renewal of Everbridge Mass Notification Alert System for Emergency Management to Everbridge, Inc. of Pasadena, CA, in the amount of $64,914.71.

Human Resources

6 Approval and authorization for the Chairman to execute a resolution to amend the retiree health coverage policy; authorization for the Chairman to execute all additional documents necessary to effectuate the transaction, subject to the review and approval by the County Attorney.

7 Approve the Employment Agreement for the County Attorney.

Management Information Systems

8 Approve the single source purchase for the configuration and installation of the Hall County Voice Over Internet Protocol (VOIP) System for Management Information Systems (MIS) to RingCentral, Inc. of Belmont, CA, in the amount of $239,512.00.

Northeastern Judicial Circuit

9 Approve the ratification of the application, award, and any further supplemental funding from the Criminal Justice Coordinating Council (CJCC) for the FY 2026 Children in Need of Services (CHINS) Grants Program for the Hall County Juvenile Court for $100,000.00, and appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. No match is required.

10 Approval and authorization for the Chairman to execute a Memorandum of Understanding between the Georgia Office of the Child Advocate (OCA) and Hall County Juvenile Court to receive Title IV-E funding to partially offset costs associated with providing high quality legal representation for children and parents in dependency and related court hearings in Hall County.

Planning & Zoning

11 **2400 Okelly Road | Rezone |** from Planned Industrial Development (PID) to Light Industrial (I-1) | on a 119± acre portion of a tract located on northeast side of Okelly Road approximately 800 feet from its intersection with Candler Road | Zoned PID; Tax Parcel 15024 000003A (pt) | **Proposed Use: Data center** | Commission District 3 | **Project Turbo, LLC, applicant**

12 **2400 Okelly Road | Special Use |** on a 119± acre portion of a tract located on northeast side of Okelly road approximately 800 feet from its intersection with Candler Road | Zoned PID; Tax Parcel 15024 000003A (pt) | **Proposed Use: Data center** | Commission District 3 | **Project Turbo, LLC, applicant**

13 **5800 Lanier Islands Parkway | Rezone |** from Planned Commercial Development (PCD) to Light Industrial (I-1) | on a 3.58± acre tract located on the south side of Lanier Islands Parkway at its intersection with Beards Road | Zoned PCD; Tax Parcel 07329 004012 | **Proposed use: Uses permitted in I-1** | Commission District 2 | **Center Capital Partners, LLC**

14 **5800 Lanier Islands Parkway | Special Use |** on a 3.58± acre tract located on the south side of Lanier Islands Parkway at its intersection with Beards Road | Zoned PCD; Tax Parcel 07329 004012 | **Proposed use: Outdoor storage, vehicles sale, and vehicle repair, major** | Commission District 2 | **Center Capital Partners, LLC**

15 **5019 Cagle Mill Road | Rezone |** from Agricultural Residential 1 (AR-1) and Residential 1 (R-1) to Light Industrial (I-1) | on an 84.35± acre tract located on the northwest side of Cagle Mill Road, approximately 1,890 feet from its intersection with Julian Baugh Road | Zoned AR-1 & R-1; Tax Parcel 15007 000206A | **Proposed use: Uses permitted in I-1** | Commission District 3 | **NCP Holdings, LLC, applicant**

16 **4020 & 3886 Cornelia Highway, 4761 Cagle Mill Road | Amend Conditions |** on a combined 134.76 acre tract located on the southeast side of Cornelia Highway, approximately 800 feet from its intersection with Cagle Road | Zoned I-1 (GCOD); Tax Parcels 15007 000129, 000270, 000027A | **Proposed use: Uses permitted in I-1** | Commission District 3 | **NCP Holdings, LLC, applicant**

17 **5481 & 5489 Technology Parkway | Amend Conditions |** on a combined 17.08± acre tract located on the southeast side of Technology Parkway at its intersection with High Tech Drive | Zoned I-2; Tax Parcels 15028F000006 & 15028F000007 | **Proposed use: Storage lot** | Commission District 1 | **Top-End Motor Storage, LLC., applicant**

18 **4797 Plainview Road | Rezone |** from Residential 1 (R-1) to Light Industrial (I-1) | on a 4.40± acre tract located on the east side of Plainview Road at its intersection with Thurmon Tanner Parkway | Zoned R-1; Tax Parcel 08051 001022 | **Proposed use: Convenience store with fuel sales** | Commission District 1 | **LJA Engineering, Inc., applicant**

Public Works and Utilities

19 Approve the single source preventative maintenance agreement for large equipment repair services for Public Works & Utilities to Yancey Bros. Co. of Atlanta, GA. The estimated annual cost is $160,000.00.

20 Approve the award of ITB #021-46 Athens Street Corridor Pedestrian Improvements for Public Works & Utilities to Backbone Infrastructure, LLC of Buford, GA, in the amount of $1,915,434.05.

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

22 Approve the acceptance of a $955,962.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, Sewer, and Sidewalks in Brightside Braselton Subdivision. Commission District 1.

Sheriff's Office

23 Approve the FY 2026 School Security Program annual agreement between Hall County and the Hall County Board of Education.

Treatment Services

24 Approve the ratification of the application of the Criminal Justice Coordinating Council's (CJCC) Accountability Court Funding FY 2026 Law Enforcement Competitive Grant for Treatment Services to expand the security presence at the Judicial Accountability Services building and provide transportation to residential treatment for current and prospective Accountability Court participants in the amount of $31,460.00 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.

25 Approve the ratification of the application for the Criminal Justice Coordinating Council's (CJCC) FY 2022 Family Treatment Court Grant Program to provide funding for weekly meals, counseling, and transportation assistance for Hall County Family Treatment Court participants in the amount of $40,680.00, and if awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. An in-kind match of $25,000.00 is required.

County Administrator

Public Comments

Commission Time

Executive Session

26 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)].

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

Central Services

REPORT TO: **Work Session (10/20/25)**

REPORT TO: **Voting Meeting (10/23/25)**

ITEM NO: 602/2025

SUBJECT: Approve the award of IFB #022-46 Wall Covering for Courthouse 1st, 2nd, and 3rd Floor for Central Services to Ashford Painting, LLC of Chamblee, GA, in the amount of $147,619.34.

Meetings:

Work Session Date: 10/20/25

Voting Meeting Date: 10/23/25

Executive Summary:

Presenter: KI

Recommendation:
Approve.

Purpose of Request:
Approve the award of IFB #022-46 Wall Covering for Courthouse 1st, 2nd, and 3rd Floor for Central Services to Ashford Painting, LLC of Chamblee, GA, in the amount of $147,619.34.

History:
The county is using Ashford Painting for the Courthouse ground floor as well.

Facts and Issues:
The purchase of wallcovering (Adega Cafe Stone CD2-ADE-17) in the amount of $147,619.34. Ashford Painting will be installing wallcovering for the Courthouse ground floor as well. Ashford Painting will demount existing signs, strip existing wallcovering and existing base, patch holes, prep/prime walls, furnish and install new VWC and reinstall existing signs.

Options:

Funding Requested	$ 147,619.34
Are funds within current budget?	Yes
Source of Funds	Capital Projects Fund
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2025-10-23

Approvals:

Submit	Approve	Purchasing	Budget
ES	KI	AY	EW
Finance	**Attorney**	**Administration**	**Clerk**
EW	JL	CR	JR

Attachments:

Financial Supplement
Contract Signature Request
022-46 Contract for Services
Bid Tab

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 602/2025

Funds Requested: $ 147,619.34

Request Budgeted: Yes

Proposed Source of Funding:

Capital Projects Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	350-CAPITAL PROJECTS FUND	1565-BUILDINGS AND MAINTENANCE	522201-REMODEL/RENOVATIONS	$147,619.34

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: KI

Phone: 678-617-4517

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

CONTRACT EXECUTION SIGNATURE REQUEST

Date: September 26, 2025

To: Connie Barnes, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 022-46

Bid/Contract Name: Wall Covering for Courthouse 1st, 2nd, and 3rd Floor

Department(s) Requesting Contract: Central Services

Award Recipient Name: Ashford Painting, 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:$147,619.34

☐ Product Contract Estimated Amount:

Comment:
Approve the award of IFB #022-46 Wall Covering for Courthouse 1st, 2nd, and 3rd Floor for Central Services to Ashford Painting of Chamblee, GA. The county is using Ashford Painting for the Courthouse ground floor as well.

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FINANCIAL SERVICES
PURCHASING DIVISION
Exhibit B – Contract for Services

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT 022-46

For the provision of

Wall Covering for Courthouse 1st, 2nd, & 3rd Floor

ARTICLE #101 – INTRODUCTION

This Contract for all services required for the removal and replacement of wall coverings on the 1st, 2nd, and 3rd floor of the Hall County Courthouse (hereinafter "Services") is made and as entered into as of 9/25/2025 (execution date) and 9/25/2025 (effective date) is by and between Hall County, Georgia, (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Ashford Painting, LLC which is principally located at 5595 Peachtree Rd, Chamblee, GA 30341. (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 or 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 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
Facilities Management Project Manager
Hall County Central Services
2875 Browns Bridge Rd
Gainesville, GA 30504
ttownsend@hallcounty.org
Ph: (678) 725-6822

COUNTY ISSUING OFFICER
Connie Barnes
Issuing Officer
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
cbarneshallcounty.org
Ph: (770) 535-8263

CONTRACTOR'S CONTACT INFORMATION

Contact Name(s): Stephen Adams

Email Address(es): Stephen@ashfordpainting.com

Phone Number(s): 404-877-8399

Physical Address: 5595 Peachtree Rd

City/State/ZIP: Chamblee, GA 30341

REMIT TO ADDRESS (if different):

ARTICLE #104 – NON-EXCLUSIVE RIGHTS

This 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 Contract term will be for 730 days after 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 sixty (60) days written notice to the Contractor at any time. Should the County terminate this Contract prior to the date of automatic termination, Contractor shall provide the County with all deliverables up to the date of termination thirty (30) days after the Notice to Terminate is issued. The County shall pay the Contractor for all work properly performed in compliance with the terms of this Contract up to the date of termination.

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

B. **Termination for Cause.** The occurrence of any of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
   1. The Contractor fails to deliver, or has delivered, nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract including, but without limitation, the expressed warranties made by the Contractor.
   2. The County determines that Contractor's unsatisfactory performance substantially endangers completion or that default is likely to occur.
   3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
   4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
   5. The Contractor has failed to comply with applicable federal, state, and local laws, rules, County ordinances, regulations, and orders when performing within the scope of the Contract.
   6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with *ARTICLE #108.C* below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.

C. **Notice of Default.** If either Party causes any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the non-breaching Party may:
   1. Immediately terminate the Contract for default without additional written notice; and/or,
   2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
   3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

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

E. **Termination due to Failure of Contractor to Act.** The County may terminate the Contract for any of the following reasons effective immediately without advance notice:
   1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
   2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees, have caused, or reasonably could cause, life, health, or safety to be jeopardized.
   3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal, or maliciously incorrect.
   4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 N/A for this contract.**

ARTICLE #109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY

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

ARTICLE #110 – ASSIGNMENT AND DELEGATION BY CONTRACTOR

The Contractor shall not assign or delegate this Contract, or any performance required by it, in whole or in part, without the prior 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 agreements, 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 subcontractors to provide the Services described in Scope of Work prior to subcontractors' 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 operate County-owned vehicles or equipment in the performance of this Contract without express written consent from the County. Contractor shall be responsible for providing all transportation and equipment necessary to deliver the 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 bid or proposal is made without collusion or fraud. Contractor understands and acknowledges that collusive bidding is a violation of state and federal law and may result in the cancellation of the Contract.

ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR

A. 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 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, labor, 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 does 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, including sales and use taxes.
   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. 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.** The 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 – N/A for this contract.

The Contractor must furnish to the County both a performance and a payment bond, both equal to one hundred percent (100%) of the Contract's total awarded dollar amount. The County will only issue a Notice to Proceed after the bonds are received. Only surety companies licensed to do business in the State of Georgia are acceptable. The Contractor is required to provide new bonds at the issuance of each renewal option term(s) or extension(s) that may follow.

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

ARTICLE #124 – RETAINAGE

The County will retain and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage throughout the entire project and will release said retainage at the point of completion and final acceptance by the County.

ARTICLE #125 – VENUE AND GOVERNING LAW

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

ARTICLE #126 – NOTICE OF INTENT TO LITIGATE

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

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

A. By signing this Contract, the Contractor certifies that prior to and throughout the performance of all applicable work under this Contract it will remain in full compliance with all federal and state immigration laws including, but not limited to, 8 U.S.C. § 1324a and the Georgia Security and Immigration Compliance Act (O.C.G.A. §13-10-90 et seq.), as amended by the Illegal Immigration Reform and Enforcement Act of 2011 regarding the verification of employment eligibility of employees under the Immigration Reform and Control Act of 1986. Contractor will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this Contract or any subcontract or sub-subcontract hereunder.
B. Contractor further certifies its compliance with the aforementioned federal and state immigration laws set forth by signing a sworn affidavit, the Georgia Security and Immigration Compliance Act Affidavit (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference providing services pursuant to this Contract.

ARTICLE #128 – ORDER OF PRECEDENCE

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

1. Any amendments to the Contract, including all exhibits thereto.
2. The Contract itself, including all exhibits thereto.
3. Attachments appended to the Contract.
4. All other Contract attachments appended to the Contract.

ARTICLE #129 – CONTRACT EXHIBITS AND ATTACHMENTS

The Parties mutually acknowledge that all exhibits and attachments listed below made a part of this Contract, as though expressly written in the solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

Exhibit A – Bid Response Form
Exhibit B – Contract for Services
Exhibit C – Cost Proposal Worksheet
Exhibit D – W-9 Form
Exhibit E – E-Verify Affidavit
Exhibit F – Ethics Affidavit

ARTICLE #130 – SALES TAX EXEMPTION STATUS

The County is exempt from State of Georgia Local Sales and Use Tax. The Contractor understands and acknowledges that it is responsible for any sales and use tax it may incur. The Contractor 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 Contractor 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

Nothing in the Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, or other association of any kind of agent and principal relationship between the parties thereto. Each party shall be deemed to be an independent contractor contracting for goods and services and acting toward the mutual benefits expected to be derived herefrom. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or contractors shall become or be deemed to become agents, servants, or employees of the County. Contractor shall therefore be responsible for compliance with all laws, rules, and regulations involving its employees and any subcontractors including, but not limited to, employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages.

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 herein shall supersede and govern over all vendor's terms and conditions or service level agreements.
4. The County retains the right to "red line" sections of the vendor'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 shall be deemed as the vendor's full and complete acceptance of the County's terms and conditions.
6. The terms supplier, vendor, bidder, offeror, contractor, consultant, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one and the same, herein denoted as "supplier" for goods and "contractor" for services.
7. The terms goods, materials, commodities, components, drawings, drafts, renderings, plans (physical or digital), software, SaaS, capital asset equipment, vehicles, heavy earth-moving or other equipment (purchased or leased), or other such deliverables are herein denoted as "goods" and shall mean one and the same.
8. "Services" shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning, or otherwise where services are offered for consideration.
9. The County's payment terms are net 30 days (N30) in arrears. The County does not pay for services not yet rendered or goods not received and accepted. The County holds no obligation to goods delivered or services rendered that were not ordered and specified in writing. The vendor shall only deliver goods and services as described on the PO and within the Scope of Work and the vendor's bid response.
10. The vendor shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
11. The vendor shall not construe any verbal consent to purchase goods or services as valid.
12. 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.
13. The County does not accept automatic contract renewals except for monthly subscription services.
14. The County does not pay deposits towards goods ordered or services not yet rendered. 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.
15. The County will accept back orders only if goods are out of stock and with prior written notice. The vendor shall ship all quantities that it has in stock and hold orders for back orders.
16. The County participates in cooperative purchasing agreements, State of Georgia Statewide Contracts, and other state and local intergovernmental agreements, memorandums of understanding, and other such agreements.
17. For all legalities, the jurisdiction shall be the State of Georgia, County of Hall.
18. Deliveries shall be made to the ship-to address(es) listed on the PO and within the specified time. The vendor must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.

19. Risk of loss of the goods shall pass to the County upon inspection and acceptance only. Receipt of goods or services does not constitute acceptance. Title to goods shall remain with the vendor until acceptance by the County.
20. The vendor warrants that its goods and services are merchantable, and it has a legal right to deliver the goods and services and as described herein.
21. The County shall have the right to inspect all goods or services at the time and place of delivery.
22. No right or interest in the contract shall be assigned by the vendor without written permission of the County, and no delegation of any obligation owed or the performance of any obligation by the vendor shall be made without the written permission of the County. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
23. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
24. 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.
25. All goods and services supplied pursuant to a PO shall, unless otherwise noted, conform exactly to all the descriptions, specifications, exhibits, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other solicitations upon which the PO is based, and the terms, conditions; and specifications of the solicitation are incorporated herein by reference and made a part hereof.
26. All media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials owned by the County shall become and remain County property and shall be delivered to the County upon request.
27. Invoices should be submitted to the County as described in the PO. Each PO number and/or contract number must be shown on each invoice submitted.
28. A PO issued with an attached contract or agreement, the terms and conditions of the attached contract or agreement shall govern in the event of any conflict with these terms and conditions.
29. The vendor may be suspended, terminated, or debarred if it is determined that it has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein. Thus, the vendor certifies that it and any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
30. The vendor 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 unless otherwise denoted. Freight, shipping, and delivery shall be pre-paid and added to the invoice as a separate line item. The vendor shall charge the County the exact amount of freight, delivery, handling, and insurance charges.
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 vendor.
34. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.
35. 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:

Ashford Painting, LLC

By: _____

Print Name: Stephen Adams

Title: Managing Member

Sworn to and subscribed before me this

25 Day of September, 2025.

Notary Public: _____

Notary commission expires: 5/18/28

[Locus Sigilli – Seal or Stamp]

REBECCA PETTY
NOTARY PUBLIC
COBB COUNTY, GEORGIA
COM. EXP. May 18, 2028

HALL COUNTY, GEORGIA

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

Date: _____

Attestation: _____
Commission Clerk

APPROVED AS TO FORM

_____
Nathaniel R. Anderson,
Senior Assistant County Attorney

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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 C
COST PROPOSAL WORKSHEET

022-46 Wall Covering for Courthouse 1st, 2nd & 3rd Floor

Company Name: Ashford Painting, LLC

Bidder's Name: Stephen Adams

Bidder's Signature: [signature]

Date: 9/25/2025

Remove and Replace Wallcovering	Lump Sum
1st Floor / Approx 9,300 Sq Ft	$67,686.36
2nd Floor / Approx 5,110 Sq Ft	$41,798.66
3rdFloor / Approx 4,515 Sq Ft	$38,134.32
Total:	$147,619.33

IFB #: 022-46	Wall Covering For Courthouse 1st, 2nd, and 3rd Floor	Ashford Painting, LLC	Extraordinary Venture	Chattahoochee Group	Scroggs & Grizzel Contracting Inc.	Jensen Contracting, LLC.
	Location	Chamblee, GA	Buford, GA	Clermont, GA	Clermont, GA	Cleveland, GA
ITEM NO.	ITEM DESCRIPTION	PRICE	PRICE	PRICE	PRICE	PRICE
1	1st Floor / Approx 9,300 Sq Ft	$67,686.36	$423,570.00	$97,169.00	$117,656.00	$98,800.00
2	2nd Floor / Approx 5,110 Sq Ft	$41,798.66	$234,907.40	$54,604.00	$66,035.00	$57,000.00
3	3rdFloor / Approx 4,515 Sq Ft	$38,134.32	$207,539.50	$51,159.00	$66,035.00	$55,500.00
	Total	**$147,619.34**	**$866,016.90**	**$202,932.00**	**$249,726.00**	**$211,300.00**

Total number of bids sent: 64

Number of bids sent to Hall County contractors: 13

Number of bids received: 5

Number of Hall County bids received: 3

Number of "No Bids": 3

AGENDA ITEM

Central Services

REPORT TO: **Work Session (10/20/25)**

REPORT TO: **Voting Meeting (10/23/25)**

ITEM NO: 613/2025

SUBJECT: Approve the award of RFQ/P #46-021 Remodel of Hall County Government Center 3rd Floor for Central Services to Scroggs & Grizzel Contracting, Inc. of Clermont, GA, in the amount of $1,609,000.00.

Meetings:

Work Session Date: 10/20/25 **Voting Meeting Date:** 10/23/25

Executive Summary:

Presenter: KI

Recommendation:
Approve.

Purpose of Request:
Approve the award of RFQ/P #46-021 Remodel of Hall County Government Center 3rd Floor for Central Services to Scroggs & Grizzel Contracting, Inc. of Clermont, GA, in the amount of $1,609,000.00.

History:
Architect is Hussey Gay Bell as a result of Task Order #2025-025 Architectural Design Services for Hall County Government Center 3rd Floor Renovation.

Facts and Issues:

Options:

Funding Requested	$ 1,609,000.00
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?	Yes
Is there a deadline for this item?	

Approvals:

Buyer	Submit	Approve	Purchasing
AY	KI	KI	AY
Budget	**Finance**	**Attorney**	**Administration**

Budget	Finance	Attorney	Administration
JM	TS	JL	CR
Clerk			
JR			

Attachments:
Financial Supplement
Bid Tab
Contract Signature Request
Contract

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 613/2025

Funds Requested: $ 1,609,000.00

Request Budgeted: Yes

Proposed Source of Funding:

Capital Projects Fund & SPLOST VIII

Budget Transfer Requested:

Yes

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	350-CAPITAL PROJECTS FUND	1575-CONSTRUCTION MANAGEMENT	522201-REMODEL/RENOVATIONS	$1,273,360.00
2026	324-SPLOST VIII	1575-CONSTRUCTION MANAGEMENT	522201-REMODEL/RENOVATIONS	$335,640.00

Budget Transfer Items:

Fiscal Year	Fund	Division	Account	Amount
2027	350-CAPITAL PROJECTS FUND	1575-CONSTRUCTION MANAGEMENT	522201-REMODEL/RENOVATIONS	$-273,360.00
2026	350-CAPITAL PROJECTS FUND	1575-CONSTRUCTION MANAGEMENT	522201-REMODEL/RENOVATIONS	$273,360.00

Additional Information/Comments:

$273,360 will need to be brought forward from FY 2027 into FY 2026. The Current CIP plan has $2,814,360 programed in FY 2027 for HCGC Floor Renovations .

Contact for Questions: KI

Phone: 770-531-6823

RFQ/P #46-021 Remodel HCGC 3rd Floor

Bid Tab Summary

SCORES	Scroggs & Grizzel Contracting	Hogan Construction Group	J Davis Construction	Graphite Construction LLC	ProTech General Construction Inc	Crown Retail Services Inc	Beam Team Construction Inc	Pencor LLC	Multiplex LLC	Amacher Bros Construction Co	NPSG Built LLC	Projerac Mechanical LLC	Sol Construction LLC	Carroll Daniel Construction
	Clermont, GA	**Peachtree Corners, GA**	**Anderson, SC**	**Cartersville, GA**	**Alpharetta, GA**	**Gainesville, GA**	**Alpharetta, GA**	**Alpharetta, GA**	**Duluth, GA**	**Atlanta, GA**	**Woodstock, GA**	**Atlanta, GA**	**Atlanta, GA**	**Gainesville, GA**
Average Technical Scores	616.00	637.00	577.50	574.00	609.00	546.00	532.00	598.50	458.50	556.50	472.50	Disqualified	NO BID	NO BID
Average Cost Scores	300.00	165.00	195.00	165.00	120.00	180.00	165.00	60.00	165.00	60.00	60.00	Disqualified	NO BID	NO BID
Total Scores	**916.00**	**802.00**	**772.50**	**739.00**	**729.00**	**726.00**	**697.00**	**658.50**	**623.50**	**616.50**	**532.50**	Disqualified	NO BID	NO BID
Cost	$1,609,000.00	$1,860,000.00	$1,678,132.00	$1,859,040.00	$1,920,798.00	$1,745,306.00	$1,872,333.00	$2,073,310.00	$1,843,000.00	$2,121,000.00	$2,078,628.00			

Number of bids emailed	19
Number of bids emailed to Hall Co	9
Total responses	14
Number of Hall Co responses	3
No Bids	2

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PURCHASING MANAGER
Andy Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

CONTRACT EXECUTION SIGNATURE REQUEST

Date: October 1, 2025

To: David Gibbs, Chairman, BOC

From: Andy Youngblood, Purchasing Manager

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 46-021

Bid/Contract Name: Remodel HCGC 3rd Floor

Department(s) Requesting Contract: Central Services

Award Recipient Name: Scroggs & Grizzel Contracting, 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:$1,609,000.00

☐ Product Contract Estimated Amount:

Comment:

Approve RFQ/P #46-021 Remodel Hall County Government Center 3rd Floor for Central Services to Scroggs & Grizzel Contracting, Inc of Clermont, GA. The FY 2026 Estimated amount has been reviewed against the projected FY 2026 budget by Finance.

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PURCHASING DIVISION
Exhibit B – Contract for Services

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT #46-021

For the provision of

Remodel Hall County Government Center 3rd Floor

ARTICLE #101 – INTRODUCTION

This Contract for construction services to remodel the 3rd floor of the Hall County Government Center (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 Scroggs & Grizzel Contracting, Inc. which is principally located at 6415 Cleveland Hwy Clermont, GA 30527. (hereinafter "Contractor").

WHEREAS Contractor is an entity that is legally registered and qualified and holding any such licenses and certifications as may be required to render Services to do business in the State of Georgia. County and Contractor are known individually as a "Party" and collectively as the "Parties", and,

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

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

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

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

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

NOW THEREFORE, and in consideration of the mutual promises, terms, conditions, covenants, and agreements made as expressed and contained herein, or attached, incorporated, and made a part hereof, and

other good and valuable consideration expressed by a valid offer and acceptance, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereto agree as follows:

ARTICLE #102 – CONTRACT

A. Contractor agrees to provide the Services to the County as detailed in the Scope of Work. Unapproved work outside the Scope of Work may not be compensated.
B. County agrees to pay as compensation any fees as listed on *Exhibit C – Cost Proposal Worksheet*, which shall be fixed and firm for the duration of the contract unless modified by mutual consent via amendment.

ARTICLE #103 – NOTICES

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

COUNTY PROJECT MANAGER
Kevin Ivey
Director of Central Services
Hall County Government
2875 Browns Bridge Rd
Gainesville, GA 30504
kivey@hallcounty.org
Ph: 770-531-6823

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 Name(s): Mike Grizzel / Kaycee Motes

Email Address(es): mgrizzel@hotmailcom / Kayceemotes@scroggsandgrizzel.com

Company Name: Scroggs & Grizzel Contracting, Inc.

Physical Address: 6415 Cleveland Hwy

City, State, ZIP: Clermont, GA 30527

REMIT TO ADDRESS (if different): P.O. Box 706 Clermont, GA 30527

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 Project shall be completed, and all subcontractor(s) and material suppliers' liens will be satisfied, on or before June 30, 2026.

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:

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 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 five hundred dollars and no/100 ($500.00) per calendar day until substantial 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 the 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 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 any PO(s) 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 Work 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 is required to provide new bonds at the issuance of each extension(s) that may follow. The Contractor must provide all required bonding instruments to the County prior to the commencement of any work. The County will consider any work done prior to the receipt of bonding instruments as null and void and thus not eligible for compensation.

ARTICLE #124 – RETAINAGE

The County will retain and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage throughout the entire project and will release said retainage at the point of completion and final acceptance by the County.

ARTICLE #125 – VENUE AND GOVERNING LAW

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

ARTICLE #126 – NOTICE OF INTENT TO LITIGATE

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

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

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

B. Contractor further certifies its compliance with the aforementioned federal and state immigration laws set forth by signing a sworn affidavit, the Georgia Security and Immigration Compliance Act Affidavit (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference providing services pursuant to this Contract.

ARTICLE #128 – ORDER OF PRECEDENCE

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

1. Any amendments to the Contract, including all exhibits thereto.
2. The Contract itself, including all exhibits thereto.
3. Attachments appended to the Contract.
4. All other Contract attachments appended to the Contract.

ARTICLE #129 – CONTRACT EXHIBITS AND ATTACHMENTS

The Parties mutually acknowledge that all exhibits and attachments listed below made a part of this Contract, as though expressly written in the solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

ARTICLE #130 – SALES TAX EXEMPTION STATUS

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

ARTICLE #131 – HOLD HARMLESS AGREEMENT

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

ARTICLE #132 – NOT A JOINT VENTURE

The County shall not be bound by any terms and conditions included in any Contractor packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level agreement, or other document which attempts to impose any condition in variance with or in the addition to the terms and conditions contained herein.

ARTICLE #133 – CONTRACT TERMS AND CONDITIONS

1. All purchases must comply with the Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the terms and conditions herein and the Official Code of Hall County, the latter will govern.
3. The terms and conditions set forth herein shall supersede and govern over all Contractor's terms and conditions or service level agreements.

4. The County retains the right to "red line" sections of the Contractor's terms and conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order ("PO") and delivery of goods or services serves as the Supplier's full and complete acceptance of the County's terms and conditions.
6. The terms "supplier", "vendor", "bidder", "offeror", "Contractor", "designer", "distributor", "dealer" or "manufacturer" or otherwise purveyor or source of supply or performance of service shall mean one and the same, herein denoted as "supplier" for goods and "Contractor" for services.
7. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, capital asset equipment, vehicles, heavy earth-moving or other equipment (purchased or leased), or other such deliverables are herein denoted as "goods" and shall mean one and the same.
8. "Services" shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning, or otherwise where services are offered for consideration.
9. The Supplier shall transfer and deliver all goods or services described on the respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective PO and within the Scope of Work and the Supplier's bid response.
11. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written PO or a Change Order of such.
12. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
13. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or specifications set forth in the PO, Contract, or Agreement, unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that it has in stock and hold orders for backorders.
17. The County participates in cooperative purchasing agreements, State of Georgia Statewide Contracts, and other state and local intergovernmental agreements, memoranda of understanding and other such agreements.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to addresses exist on the PO.
20. The County shall have the right to inspect all goods or services at the time and place of delivery. The risk of loss of goods shall pass to the County upon completion and final acceptance of the project delivery.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
23. Contractor agrees not to assign, in full or in part, this Contract to another party without the County's expressed written consent. Any attempted assignment or delegation shall void and make ineffectual this Contract for all intents and purposes.

24. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
25. This issuance of a PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 *et seq.* of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
26. All goods and services supplied pursuant to a PO shall, unless otherwise stated, conform exactly to all the descriptions, specifications, exhibits, and attachments contained in the bid solicitation upon which a PO is based, and all the terms, conditions, and specifications of the bid solicitation are incorporated herein by reference and made a part hereof.
27. All media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials paid for in full by the County are considered County property and shall be delivered to the County upon request.
28. If a PO has an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
29. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein. Thus, the Supplier certifies that it and its sub-Contractors have not been debarred, suspended, or declared ineligible by any agency of the County, State of Georgia, or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
30. The Supplier certifies that it is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
31. Goods are Free-On-Board (F.O.B.) destination and freight. Shipping and delivery shall be pre-paid and added to the invoice as a separate line item. The Supplier shall charge the County the exact amount of freight, delivery, handling, and insurance charges the Supplier incurs.
32. The County does not pay late fees nor interest charges.
33. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier.
34. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.
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:

Scroggs & Grizzel Contracting, Inc.

By: _____

Print Name: Mike Grizzel

Title: President

Sworn to and subscribed before me this

18th Day of September, 2025.

Notary Public: Mary Elizabeth Manus

Notary commission expires: April 23, 2028

[Locus Sigilli – Seal or Stamp]

MARY ELIZABETH MANUS NOTARY PUBLIC HALL COUNTY, GA EXP. APRIL 23, 2028

HALL COUNTY, GEORGIA

By: _____

David Gibbs, Chairman

Hall County Board of Commissioners

Date: _____

Attestation: _____

Board of Commissioners Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,

Senior Assistant County Attorney

AGENDA ITEM

Court Administration

REPORT TO: **Work Session (10/20/25)**

REPORT TO: **Voting Meeting (10/23/25)**

ITEM NO: 610/2025

SUBJECT: Approve the ratification of the 2026 Judicial Council American Rescue Plan Act Grant funding application for the Northeastern Judicial Circuit to address case backlogs in the amount of $1,319,689.00, and if awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. No cash or in-kind match is required.

Meetings:

Work Session Date: 10/20/25

Voting Meeting Date: 10/23/25

Executive Summary:

Presenter: JS

Recommendation:
Approval.

Purpose of Request:
Approve the ratification of the 2026 Judicial Council American Rescue Plan Act Grant funding application for the Northeastern Judicial Circuit to address case backlogs in the amount of $1,319,689.00, and if awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. No cash or in-kind match is required.

History:

The Northeastern Judicial Circuit was awarded a total of $1,680,497.00 in 2022; $2,500,000.00 in 2023; $749,692.00 in 2024; and $1,120,739 in 2025.

Facts and Issues:

Options:

Governor Brian P. Kemp has allocated up to $110 million in American Rescue Plan Act funds to address backlogs of court cases, prioritizing cases involving serious violent felonies. The Judicial Council of Georgia and its Administrative Office of the Courts will administer up to $96 million in grants to authorized classes of court, prosecutors, and related agencies. The Ad Hoc Committee on American Rescue Plan Act Funding will exist from the date of October 28th, 2021 until September 30, 2026, unless otherwise extended. This item ratifies the application submitted by the Northeastern Judicial Circuit on September 17, 2025 seeking funds to be awarded in calendar year 2026. We are requesting ARPA continue to fund the following positions *currently* paid out of ARPA grant funds: (1) staff accountant, (1) court reporter, (1) administrative assistant - District Attorney, (5) bailiffs, (1) Probation sentence writer, (2) case managers, (1) operations coordinator, and (1) Treatment Services coordinator. We are also requesting an extension of funds for contract clinical supervision and new funds for contract counseling services. All positions currently exist on position control; therefore, no new positions are being requested. We are also requesting three positions for Dawson County.

Additional funds are being requested to cover juror expenses, court reporter transcripts as well as interpreters.

Funding Requested	$ 0.00
Are funds within current budget?	Yes
Source of Funds	Grants
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?	2025-12-31

Approvals:

Submit	Approve	Grants	Budget
KM	JS	SG	DA
Finance	**Attorney**	**Administration**	**Clerk**
TS	JL	CR	JR

Attachments:

CY2026 ARPA Packet

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 610/2025

Funds Requested: $ 0.00

Request Budgeted: Yes

Proposed Source of Funding:

Grants

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	250-MULTIPLE GRANT FUND	3921-COVID RELIEF	511100-SALARIES	$326,331.00
2027	250-MULTIPLE GRANT FUND	3921-COVID RELIEF	511100-SALARIES	$108,777.00
2026	250-MULTIPLE GRANT FUND	3921-COVID RELIEF	511101-PARTâ€TIME SALARIES	$78,517.00
2027	250-MULTIPLE GRANT FUND	3921-COVID RELIEF	511101-PARTâ€TIME SALARIES	$26,172.00
2026	250-MULTIPLE GRANT FUND	3921-COVID RELIEF	512200-FICA	$27,030.00
2027	250-MULTIPLE GRANT FUND	3921-COVID RELIEF	512200-FICA	$9,009.00
2026	250-MULTIPLE GRANT FUND	3921-COVID RELIEF	512400-RETIREMENT	$38,895.00
2027	250-MULTIPLE GRANT FUND	3921-COVID RELIEF	512400-RETIREMENT	$12,964.00
2026	250-MULTIPLE GRANT FUND	3921-COVID RELIEF	512100-HEALTH INSURANCE	$100,240.00
2027	250-MULTIPLE GRANT FUND	3921-COVID RELIEF	512100-HEALTH INSURANCE	$33,413.00
2026	250-MULTIPLE GRANT FUND	3921-COVID RELIEF	512102-LIFE INSURANCE	$6,256.00
2027	250-MULTIPLE GRANT FUND	3921-COVID RELIEF	512102-LIFE INSURANCE	$2,085.00
2026	250-MULTIPLE GRANT FUND	3921-COVID RELIEF	521000-PROFESSIONAL SERVICES	$26,250.00
2027	250-MULTIPLE GRANT FUND	3921-COVID RELIEF	521000-PROFESSIONAL SERVICES	$8,750.00
2026	250-MULTIPLE GRANT FUND	3921-COVID RELIEF	521300-TECHNICAL SERVICES	$236,250.00
2027	250-MULTIPLE GRANT FUND	3921-COVID RELIEF	521300-TECHNICAL SERVICES	$78,750.00
2026	250-MULTIPLE GRANT FUND	3921-COVID RELIEF	531105-JURY SUPPLIES	$150,000.00
2027	250-MULTIPLE GRANT FUND	3921-COVID RELIEF	531105-JURY SUPPLIES	$50,000.00
2026	230-AMERICAN RESCUE PLAN ACT FUND	3921-COVID RELIEF	331110-FEDERALâ€OPERATING DIRECT	$-989,769.00
2027	230-AMERICAN RESCUE PLAN ACT FUND	3921-COVID RELIEF	331110-FEDERALâ€OPERATING DIRECT	$-329,920.00

Budget Transfer Items:

Additional Information/Comments:

This grant is calendar year and will come to an end on 9/30/2026. We've split out the funding to account for the crossing of fiscal years. Dawson County will receive approximately $162,000 in funding from ARPA grant. Intergovernmental Payments, 571000, has been utilized for their reimbursements. No new positions are being requested.

Contact for Questions: KAM **Phone:** 770-538-5383

JUDICIAL COUNCIL ARPA COMMITTEE'S
GRANT APPLICATION FOR AN AWARD FOR CALENDAR YEAR 2026

BASIC INSTRUCTIONS

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

(B) CASE BACKLOGS REQUIRED TO JUSTIFY ARPA FUNDS

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

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

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

(E) ARPA FUNDS BY EXPENDITURE CATEGORY (EC)

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

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

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

backfilling others so they can respond) must be tracked and documented for reimbursement and auditing purposes.

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

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

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

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

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

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

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

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

Per Executive Branch limitations, ARPA funds for court-based eviction prevention and diversion

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

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

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

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

Grant Administration Payroll

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

Supplies, Materials, and Equipment

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

Software

Effective July 26, 2023, the following are an ARPA-eligible expenditure: (1) legal research software for ARPA-funded staff attorneys and prosecutors; and (2) digital evidence management software. Per OPB requirements, however, the purchase of such software is subject to competitive procurement procedures regarding the purchase of equipment, supplies, services, or other items with public funds. *Basic computer operating and word processing software remains an ARPA-*

eligible expenditure. No other types of software are currently authorized. See **FAQ 28.2** for procurement guidance.

Audio-Visual Equipment

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

***New for CY 2026** - Pre-Trial Psychological Assessments*

Effective January 1, 2026, contracts for services by a licensed psychologist or psychology doctoral student under the supervision of a licensed psychologist to conduct pre-trial psychological assessments as required by law or court order are ARPA-eligible expenditures. The cost of contracts for such services must be requested under EC (E)(6) "ARPA-Eligible Administrative Expenses" of an applicant's application and budget form.

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

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

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

(F) SUPPORTING DOCUMENTATION AND BUDGET FORM

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

provided in this section to assist with compliance.

(H) SUBMIT APPLICATION

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

The ARPA Committee has received approval from is currently seeking guidance and approval from OPB to include the cost of pre-trial psychological assessments, when required by law or court order and performed by a contractor, as an ARPA-eligible expenditure for CY 2026.

JUDICIAL COUNCIL ARPA COMMITTEE'S
GRANT APPLICATION FOR AN AWARD FOR CALENDAR YEAR 2026

TYPE OF APPLICATION NOTES

Use this application only if you are requesting a new award for CY 2026. If you are applying to amend an award you received for CYs 2023, 2024, and/or 2025, use the Judicial Council ARPA Grant Application to Amend a Current Award, available under Quick Links at https://jcaoc.georgiacourts.gov/arpa/.

****ATTENTION****

- ***Applications for awards for CY 2026 are being accepted during this application period. This may be the only opportunity to apply for an award for CY 2026. In the event an additional application period for CY 2026 is authorized by the ARPA Committee, a schedule will be posted at https://jcaoc.georgiacourts.gov/arpa/. The performance period for any award approved by the ARPA Committee for CY 2026, will be January 1, 2026, through September 30, 2026.***
- ***All funds awarded for CY 2026 must be spent by September 30, 2026, and all invoices must be submitted for reimbursement by October 15, 2026. Under NO circumstances will funds spent after the September 30, 2026 deadline be reimbursed or untimely requests for reimbursement be considered.***
- ***Effective January 1, 2026, contracts for services by a licensed psychologist or psychology doctoral student under the supervision of a licensed psychologist to conduct pre-trial psychological assessments as required by law or court order are ARPA-eligible expenditures. The cost of contracts for such services must be requested under EC (E)(6) "ARPA-Eligible Administrative Expenses" of an applicant's application and budget form.***

****An application for new funds does not guarantee an award****

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

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

Type of Grant Application (check all that apply):

☒ **New application for CY 2026.**
☒ **Applicant *has* received a previous Judicial Council ARPA grant award.**
☐ **Applicant *has not* received a previous Judicial Council ARPA grant award.**

Judicial Circuit or Appellate Court Name

Northeastern Judicial Circuit

Chief Judge/Justice of Judicial Circuit or Appellate Court Address

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

First Name	Last Name
Jason J.	Deal

Street
P.O. Box 49

City		ZIP Code
Gainesville	GA	30503

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

Application Contact

Name the *current* point of contact for application questions and status updates:

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

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

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

Grant Compliance Official

Name the person who will be responsible for ARPA grant compliance:

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

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

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

Grant Reimbursement Official (Fiscal Agent)

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

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

First Name	Last Name
Taylor	Samples
Job Title	Business Phone
Financial Services Director	770-531-4940

Street
P.O. Drawer 1435

City		ZIP Code	County
Gainesville	GA	30503	Hall

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

(A) USE OF ARPA FUNDS SUMMARY

The Northeastern Judicial Circuit was awarded a total of $1,680,497, in two separate cycles, for the year 2022, $2.5M, in two separate cycles, for the year 2023, and $2M for the year 2024/2025. The awards have been enormously helpful, as it included funding for a total of 32 positions across both Hall and Dawson Counties during the life cycle application from 2022 to 2025.

Still the biggest barrier to implementation has been hiring. New positions were awarded with our amendment in June 2025, and we struggled to fill those positions. We just recently filled all positions for ARPA with the exception of the Treatment Services coordinator. We are actively pursuing candidates that we feel would meet the needs of our programs. We are requesting this be continued in CY2026 so that we can fully staff this program and provide clinical oversight for all programs.

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

(B) CASE BACKLOGS REQUIRED TO JUSTIFY ARPA FUNDS

(1) Description of Case Backlogs

Case backlogs have improved due to record-high clearance rates in both Hall and Dawson counties.

*Most significantly, the circuit achieved a 154% clearance rate of **serious violent felonies** in the first half of 2025, as the courts prioritized those cases for trial and disposition. This was a result of the resources provided by ARPA and the extraordinary efforts of all judicial stakeholders.*

The success of ARPA and the circuit's efforts at disposing of the front-end backlog of cases is also evidenced by the disposal and elimination of the backlog of unindicted cases in the District Attorney's Office. The number of unindicted cases has declined 50% since July 1, 2023.

Much of the remaining challenge for the circuit is to adequately manage and supervise the pandemic-delayed cases that have now moved to a post-adjudication stage. These cases continue to create significant challenges for both counties as census numbers in our Treatment Court programs and Probation departments have increased. This application reflects that shift, asking for increased resources in those stages of criminal resolutions.

(2) Case Backlog Data

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

As of Date	Cases Pending by Case Type			
	All Cases (Civil & Criminal)	All Felony Cases	Serious Violent Felony Cases	Serious Violent Felony Cases % of All Felony Cases Pending
12/31/2019	3,503	1,542	97	6.3%
12/31/2020	4,208	1,821	86	4.7%
12/31/2021	3,960	1,523	113	7.4%
12/31/2022	3,646	1,101	71	6.4%
12/31/2023	3,446	1,396	58	4.2%
12/31/2024	3,822	1,552	83	5.3%
7/31/2025	3,795	1,395	69	4.9%
Note: For this chart, enter the number of cases pending in each box. Only include cases pending in the courts applying for ARPA funds. "Serious Violent Felony Cases" means the types of cases listed in OCGA § 17-10-6.1 (a) (1)-(7) only.				

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

Date Range	Number of Jury Trials by Case Type		
	All Cases (Civil & Criminal)	All Felony Cases	Serious Violent Felony Cases
1/1/19 - 12/31/19	75	43	12
1/1/20 - 12/31/20	40	21	4
1/1/21 - 12/31/21	68	48	16
1/1/22 - 12/31/22	80	50	18
1/1/23 - 12/31/23	67	55	20
1/1/24 - 12/31/24	42	36	14
1/1/25 - 7/31/25	37	17	6
Note: For this chart, include the total number of jury trials conducted during the date ranges indicated. "Serious Violent Felony Cases" means the types of cases listed in OCGA § 17-10-6.1 (a) (1)-(7) only.			

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

Date Range	Clearance Rates (%) by Case Type		
	All Cases (Civil & Criminal)	All Felony Cases	Serious Violent Felony Cases
1/1/19 - 12/31/19	100%	108%	105%
1/1/20 - 12/31/20	89%	90%	132%
1/1/21 - 12/31/21	105%	120%	83%
1/1/22 - 12/31/22	113%	120%	146%
1/1/23 - 12/31/23	103%	104%	144%
1/1/24 - 12/31/24	104%	108%	162%
1/1/25 - 7/31/25	106%	111%	154%

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

(d) Description of Pending Warrants and Unindicted Cases

Please see "Description of Case Backlogs" above.

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

(1) Grand total of requested ARPA funds for CY 2026: $ 1,319,689.

(2) Amount of (C) (1) grand total ARPA funds for CY 2026 to be dedicated to backlogs of serious violent felonies (SVFs; OCGA § 17-10-6.1 (a)): $ 1,171,689.

(3) Overall number of staff and contractor positions for CY 2026: Twenty (20).

(a) Overall number of *full-time staff* positions for CY 2026: Twelve (12).

(b) Overall number of *part-time staff* positions for CY 2026: Six (6).

(c) Overall number of *contractor* positions for CY 2026: Two (2).

(4) Portion of overall number of staff and contractor positions that will be dedicated to backlogs of serious violent felonies in CY 2026 (OCGA § 17-10-6.1 (a)): Ten (10).

(a) *Full-time staff* positions dedicated to serious violent felonies in CY 2026: Four (4).

(b) *Part-time staff* positions dedicated to serious violent felonies in CY 2026: Six (6).

(c) *Contractor* positions dedicated to serious violent felonies in CY 2026: Zero (0).

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

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

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

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

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

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

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

(3) County Resources Provided to Courts

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

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

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

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

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

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

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

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

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

(E) ARPA FUNDS BY EXPENDITURE CATEGORY (EC)

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

(a) Total funds requested for this EC for CY 2026: $ 410,689.

(b) Amount of (E) (1) (a) total dedicated to addressing the backlog of serious violent felonies ("SVFs" as defined in OCGA § 17-10-6.1 (a)): $ 262,689.

(c) *More than 50 percent of total personnel costs awarded each calendar year under this EC must be dedicated to serious violent felonies*, as defined in OCGA § 17-10-6.1 (a). What percentage of the total under EC (E) (1) (a) will be dedicated to responding to serious violent felonies in CY 2026? 64 %.

Note: Please make sure that all percentages under (E) (1) (c) reflect the dollar amounts dedicated

to addressing backlogs of SVFs provided under (E) (1) (b).

(d) Overall number of staff positions to be funded under this EC in CY 2026: Thirteen (13) .

(i) *Full-time staff* positions in CY 2026: Seven (7) .

(ii) *Part-time staff* positions in CY 2026: Six (6) .

(e) Number of *staff* positions under this EC dedicated to serious violent felonies in CY 2026, as defined in OCGA § 17-10-6.1 (a): Ten (10) .

(i) *Full-time staff* positions in CY 2026: Four (4) .

(ii) *Part-time staff* positions in CY 2026: Six (6) .

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

☒ This is a request for funds for this EC for CY 2026 *(in the description box below, describe all requested expenditures in detail).*

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

The Northeastern Judicial Circuit is comprised of two counties – Hall and Dawson. There are five sitting Superior Court judges handling an annual caseload of approximately 7,000 new filings. The judges are assisted by designated Juvenile judges, Magistrate judges and Senior Judges.

This request renews positions that were previously awarded in 2025: court reporter, administrative assistant – DA, deputy sheriff – Dawson, (5) bailiffs, 9th District senior judge funds, circuit-wide judicial assistance, (2) probation officers – Dawson, & a Hall County sentence writer. Every position requested will be used to prioritize serious violent felonies with the exception of two Dawson County probation officers and one sentence writer for Hall County. As previously mentioned, the case backlogs have improved; however, much of the remaining challenge for the circuit is to adequately manage and supervise the pandemic-delayed cases that have now moved to a post-adjudication stage.

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

(a) Total funds requested for this EC for CY 2026: $ N/A .

(b) Overall number of *staff and contractor* positions to be funded under this EC in CY 2026: N/A .

(i) Full-time staff and contractor positions in CY 2026: N/A .

(ii) Part-time staff and contractor positions in CY 2026: N/A .

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

☐ This is a request for funds for this EC for CY 2026 *(in the description box below, describe all requested expenditures in detail).*

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

N/A

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

(a) Total funds requested for this EC for CY 2026: $ 314,000 .

(b) Overall number of *staff and contractor* positions to be funded under this EC in CY 2026: Six (6) .

(i) Full-time staff and contractor positions in CY 2026: Four (4).
(ii) Part-time staff and contractor positions in CY 2026: Two (2).

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

☒ This is a request for funds for this EC for CY 2026 *(in the description box below, describe all requested expenditures in detail)*.

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

This request renews what positions were previously awarded in 2025: (2) case managers, operations coordinator, contract clinical supervision, and Treatment Services coordinator. As previously mentioned, we are actively pursuing candidates that we feel would meet the needs of our programs. With that being said, we are requesting the Treatment Services coordinator be continued in CY2026 so that we can fully staff this program and provide clinical oversight for all programs.

We are also requesting new funds for contract counseling to assist with staffing needs as vacancies arise. Treatment Services currently has six (6) vacancies as of September 16, 2025. We have continuously struggled with filling and retaining court counselor positions for all programs – Hall and Dawson counties.

Although the case backlogs have improved, much of the remaining challenge for the circuit is to adequately manage and supervise the pandemic-delayed cases that have now moved to a post-adjudication stage. All of these positions are vital to that endeavor.

Additional Information

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

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

Numerically, this request will facilitate the removal of approximately 300 felony cases from the circuit's trial calendars in 2024, allowing the judges to prioritize serious violent felony trials. This represents approximately 15% of the circuit's projected felony filings. Every drug case that our Treatment Services agency is able to staff appropriately is a non-serious case directly removed from the court's trial calendars. The six (6) requested positions will not directly touch serious violent felonies, since such cases are ineligible for Drug Court admission, but every hour devoted to diversion directly impacts the circuit's ability to prioritize serious cases for trial.

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

(a) Total funds requested for this EC for CY 2026: $ N/A.

(b) Overall number of *staff and contractor* positions to be funded under this EC in CY 2026: N/A.

(i) Full-time staff and contractor positions in CY 2026: N/A.
(ii) Part-time staff and contractor positions in CY 2026: N/A.
(c) The following applies for this EC only (check one):
☐ This is a request for funds for this EC for CY 2026 *(in the description box below, describe all requested expenditures in detail)*.
☒ No funds are requested for this EC *(type "N/A" in the description box)*.

N/A

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

(a) Total funds requested for this EC for CY 2026: $ N/A.
(b) Amount of total for this EC dedicated to addressing the backlog of serious violent felonies as defined in OCGA § 17-10-6.1 (a) for CY 2026: $ N/A.
(c) The following applies for this EC only (check one):
☐ This is a request for funds for this EC for CY 2026 *(in the description box below, describe all requested expenditures in detail)*.
☒ No funds are requested for this EC *(type "N/A" in the description box)*.

N/A

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

(a) Total funds requested for this EC for CY 2026: $ 595,000.
(b) Overall number of *staff and contractor* positions to be funded under this EC in CY 2026: One (1).
(i) Full-time staff and contractor positions in CY 2026: One (1).
(ii) Part-time staff and contractor positions in CY 2026: Zero (0).
(c) The following applies for this EC only (check one):
☒ This is a request for funds for this EC for CY 2026 *(in the description box below, describe all requested expenditures in detail)*.
☐ No funds are requested for this EC *(type "N/A" in the description box)*.
(d) Procurement of legal research software or digital evidence management software (check one):
☐ By checking this box, the undersigned certifies that the purchase of (i) legal research software for ARPA-funded staff attorneys or prosecutors; or (ii) digital evidence management software will be subject to competitive bidding procedures regarding the purchase of equipment, supplies, services, or other items with public funds. See **FAQ 28.2**.
☒ This application does not request funding for legal research software for ARPA-funded staff attorneys or prosecutors or digital evidence management software.

This request renews what was previously awarded in 2025: (1) staff accountant and funds for juror expenses, court reporter transcripts and interpreters.

The staff accountant will continue to perform grant administration for the ARPA program.

Juror expenses, court reporter transcripts and interpreters are necessary in order to prioritize serious violent felonies as well.

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

(a) Total funds requested for this EC for CY 2026: $ N/A.

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

☐ This is a request for funds for this EC for CY 2026 *(in the description box below, describe all requested expenditures in detail)*.

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

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

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

☐ A detailed summary of each audio-visual modernization project requested under this EC is attached, including a complete project timeline demonstrating that the project will be completed by September 30, 2026. Id. at § (b) (3).

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

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

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

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

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

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

County	Address of Courtroom	Classes of Court That Use Courtroom	Total Requested
			$

			$

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

N/A

(F) SUPPORTING DOCUMENTATION AND BUDGET FORM

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

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

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

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

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

(G) CERTIFICATION

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

Jason Deal (Sep 17, 2025 09:03:02 EDT)

Chief Judge~~/Justice~~ Signature

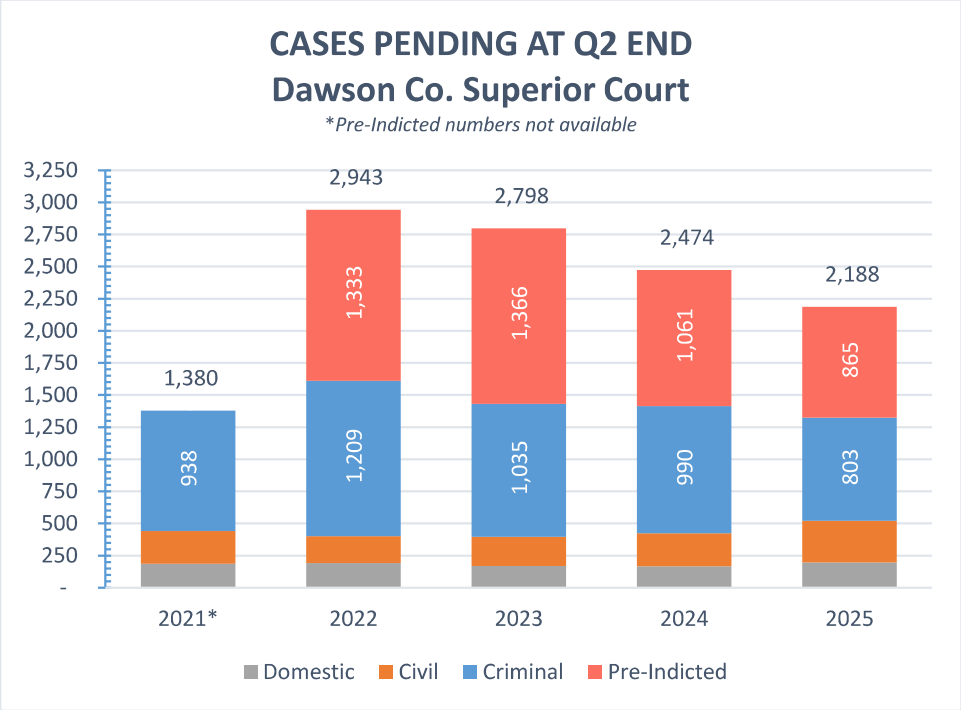
Printed Name: Jason J. Deal

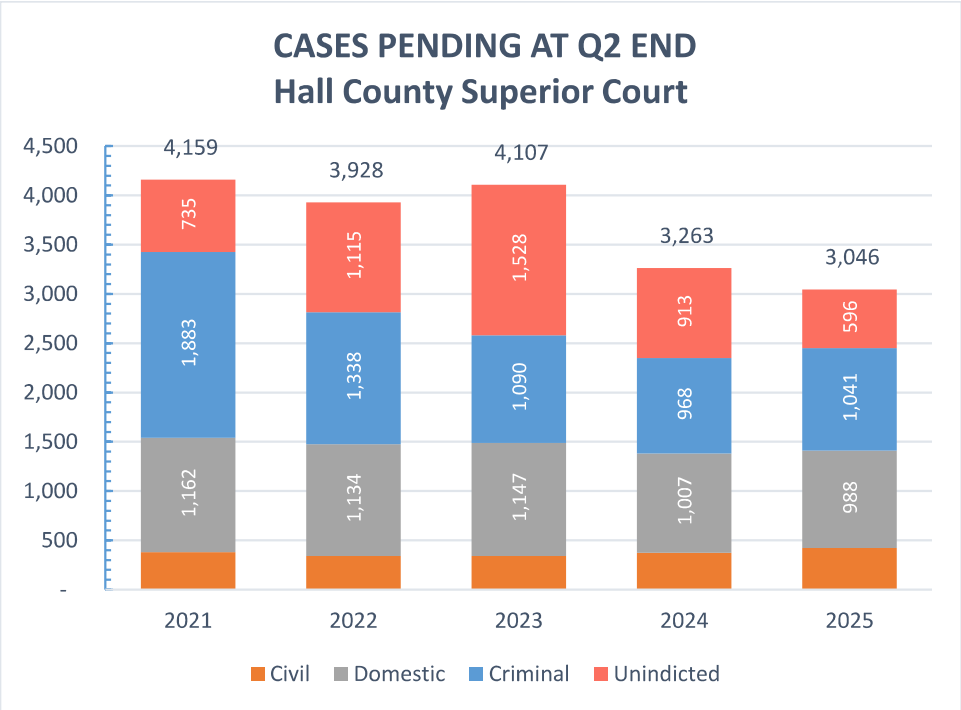
Title: Chief Judge, Superior Judge

Date: Sep 17, 2025

(H) SUBMIT APPLICATION

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


CASES PENDING AT Q2 END
Dawson Co. Superior Court
*Pre-Indicted numbers not available
3,250
3,000
2,750
2,500
2,250
2,000
1,750
1,500
1,250
1,000
750
500
250
-
1,380
938
2,943
1,209
1,333
2,798
1,035
1,366
2,474
990
1,061
2,188
803
865
2021*
2022
2023
2024
2025
Domestic
Civil
Criminal
Pre-Indicted


CASES PENDING AT Q2 END
Hall County Superior Court
4,500
4,000
3,500
3,000
2,500
2,000
1,500
1,000
500
-
4,159
1,162
1,883
735
3,928
1,134
1,338
1,115
4,107
1,147
1,090
1,528
3,263
1,007
968
913
3,046
988
1,041
596
2021
2022
2023
2024
2025
Civil
Domestic
Criminal
Unindicted

NORTHEASTERN JUDICIAL CIRCUIT
Previous Funding Requests Made to Other Sources
American Rescue Plan -- Case Backlogs

HALL COUNTY

Requesting Department	Project Description	Justification	Amount Requested	Received to Date
Superior & State Courts	PPE - Jury Proceedings	Masks, hand sanitizer, wipes, Lysol spray, etc.	$ 20,000	$ -
Superior Court	New Jury Assembly Room	Current CIP; Jurors now must spread out across three rooms/courtrooms	$ 911,706	$ 29,894
Superior Court	Broadband Fiber Internet	Upgraded due to COVID for virtual hearings (7/1/2020 - 6/30/2021)	$ 18,081	$ -
Superior Court	Broadband Fiber Internet	July 1, 2021 - June 30, 2022	$ 17,640	$ -
Superior Court	Broadband Fiber Internet	July 1, 2022 - June 30, 2023	$ 17,640	$ -
Superior Court	Broadband Fiber Internet	July 1, 2023 - June 30, 2024	$ 17,640	$ -
Superior Court	Website Design Update	Newly identified need based on virtual courts and livestream links	$ 50,000	$ 50,000
Superior Court	Bailiff Hazard Pay	Increase from $70 per day to $104 per day ($8.75 to $13.00 per hour) - Avg. 90 bailiff days per pay period	$ 61,200	$ -
Juvenile Court	AV Upgrades	AV upgrades for virtual hearings (i.e. laptops, speakers, display directory)	$ 40,000	$ -
Juvenile Court	PPE - Jury Proceedings	Masks, hand sanitizer, wipes, Lysol spray, etc.	$ 10,000	$ -
Public Defender	Broadband Fiber Internet	Upgraded due to COVID for virtual hearings (4/1/2020 - 6/30/2021)	$ 4,410	$ -
Public Defender	Broadband Fiber Internet	July 1, 2021 - June 30, 2022	$ 17,640	$ -
Public Defender	Broadband Fiber Internet	July 1, 2022 - June 30, 2023	$ 17,640	$ -
Public Defender	Broadband Fiber Internet	July 1, 2023 - June 30, 2024	$ 17,640	$ -
Sheriff's Department	Jail Virtual Courtrooms	Nearly all inmate hearings now conducted via Zoom	$ 1,000,000	$ -
Superior Court	Off-Site Felony Trial	Rental fees and other costs associated with an off-site trial location due to social distance requirements.	$ 30,000	$ -
State Court	Senior Judge Assistance	Additional help to address a backlog of cases.	$ 12,270	$ -
Superior & State Courts	Temporary Bailiffs	Additional bailiffs required in order to conduct trials under current emergency health protocols.	$ 50,000	$ -
Court Administration	Indigent Defense Software	To better and more quickly process high volume of applicants	$ 46,875	$ 46,875
Superior Court / Juvenile Court	New Juvenile Judge Salary	To work exclusively in Superior Court for 2022	$ 215,541	$ -
Superior Court / Juvenile Court	New Judge one-time equipment	To work exclusively in Superior Court for 2022	$ 8,904	$ -

DAWSON COUNTY

Superior Court	AV Courtroom Technology Upgrades	Equip Courtroom C with the same technology as 11 other circuit courtrooms	$ 75,000	$ -
Superior Court	Bailiff Premium Pay	Increase from $70 per day to $85 per day	$ 6,000	$ -
Court Administration	PPE	Masks required	$ 7,390	$ -
Court Administration	New PreTrial Officer	Backlog of cases has resulted in a backlog of pretrial defendants	$ 71,074	$ -

Total Amount Requested	**$ 2,744,291**	
Total Amount Received to Date		**$ 126,769**

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

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8288 | f: 770.531.3972

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Zachary T. Propes

COUNTY CLERK
Jennifer Rivera

Hall County Government
BOARD OF COMMISSIONERS

September 21, 2022

Superior Courts of the Northeastern Judicial Circuit
Kathlene F. Gosselin, Chief Judge
P.O. Box 1778
Gainesville, Georgia 30503

Judge Gosselin,

First, please allow me to express my most sincere gratitude on behalf of the Hall County Board of Commissioners for your leadership within the Hall County Courts System. In particular, I'd like to thank you for the dedication that has been exemplified by you and your colleagues on a daily basis as you've continued to work through the significant backlog of cases brought on by the COVID-19 pandemic. Administration and the Board is aware of the challenges that backlog has created, and we remain hopeful that the approximately $1.7 million state ARPA grant awarded to the Courts System will go a long way in managing that issue. Additionally, we acknowledge the potential impact addressing this backlog may have on the County budget in the future.

In response to your letter dated Aug. 25, 2022 regarding the state ARPA Funding Committee's request for details from Hall County on access to local ARPA funds for the Northeastern Judicial Circuit, Hall County's ARPA Funds have already been committed for various projects, including some projects that have or will benefit the Judicial Circuit. New expenditures for the court system related to the pandemic, that have been funded using both local ARPA and other Hall County funding sources, have included broadband internet installation, courtroom AV upgrades, livestreaming and website redesign, new invoicing software, the purchase of a new building to house growing staff, and funding of a new jury assembly room. There are no plans at this time to un-commit ARPA funding for planned projects and reallocate additional funding to the Judicial Circuit.

Please note that he Hall County Board of Commissioners fully supports the Circuit's 2023 state ARPA grant application for judicial expenditures and is optimistic that the Northeastern Judicial Circuit will receive at least the same amount of funding as was awarded in 2022 ($1,773,057). As always, we appreciate your partnership and

look forward to continuing our collaborative efforts to manage through the impacts of the pandemic.

Sincerely,



Richard P. Higgins
Chairman Hall County Board of Commissioners

CC: Hall County Board of Commissioners
Jock Connell, County Administrator
Jason Stephenson, Court Administrator

Superior Courts
of the
Northeastern Judicial Circuit

Kathlene F. Gosselin, Chief Judge
P.O. Box 1778
Gainesville, Georgia 30503
(770) 531-6990

DAWSON AND HALL
COUNTIES

Dawson County Board of Commissioners
Billy Thurmond, Chairman
25 Justice Way, Suite 2313
Dawsonville, GA 30534

August 25, 2022

Dear Chairman Thurmond,

On behalf of the Northeastern Judicial Circuit, we respectfully ask for consideration for use of some of the federal American Rescue Plan Act (ARPA) funds received by Dawson County. As you know, the pandemic has created significant challenges for the courts and resulted in a surge of cases that will take time to resolve. In 2022, this circuit applied for *state* ARPA grants and was awarded a total of $1,773,057. These funds are covering judicial expenditures that would otherwise have burdened Hall and Dawson County budgets. As we prepare to reapply for similar state funding in 2023, we will be required to report that we have also made requests of each local jurisdiction for *county* ARPA funding.

At the state level, Georgia received $4.8 billion of which only $110 million was made available to the courts throughout the state via a grant process distributed by the Governor's Office of Planning and Budget (OPB) in coordination with the Administrative Office of the Courts. Those funds are allocated to cover a 3-year period ending December 31, 2024, whereby each circuit must apply for funds each year. In addition to a cap limit on total funding each year, the judicial branch has been further restricted by OPB in what we may request funding for. Specifically, eligible expenditures may only be used:

- ✓ To provide additional, temporary court staff such as senior judges, bailiffs, court reporters, judicial officers, court staff, and other necessary persons.
- ✓ To contract with third party locations to conduct court proceedings in larger facilities.
- ✓ To pay for additional, temporary prosecutors, investigators, legal administrative positions, and contract legal services.
- ✓ To provide additional circuit and conflict attorneys for the Georgia Public Defenders Council.

In contrast, county ARPA funds are available to be spent for a longer period of time and have only those restrictions which the U.S. Treasury Department places on them. In short, the county's ARPA funds can be utilized in a much broader way than our funds accessed through the state.

From public records, Dawson County was allocated $5,071,173.00 in such funds. Eligible expenses that intersect with our judicial needs include:

- ✓ Services to foster youth, including those aging out of the system, and child welfare involved families may encompass a wide array of financial, educational, child development, or health supports, or other supports necessary, including supports for kinship care.
- ✓ Technology infrastructure resources to improve access to government information systems, including upgrades to hardware and software.
- ✓ Broadband internet access in all judicial facilities, that reliably meets or exceeds symmetrical 100 Mbps download and upload speeds where practicable.
- ✓ Hiring additional court staff or attorneys to increase speed of case resolution, and other expenses to expedite case resolution.
- ✓ Premium pay for essential workers, which includes court employees, who were working in person to compensate them for their service during the pandemic. Such pay can also be made retroactive.
- ✓ Legal aid such as legal services or attorney's fees related to maintaining housing stability, court-based eviction prevention or eviction diversion programs, and other legal services that help households obtain housing.

As you can see, the federal requirements for the eligible use of ARPA funds appear to be much broader than what the state has limited our requests to. Our circuit is committed to efficiently disposing of the record number of cases in Dawson County Superior Court and, with access to county ARPA funds in conjunction with our state ARPA funds, we can continue to provide meaningful access to justice for the citizens of our circuit.

Therefore, we respectfully request to partner with the county to identify continuing expenditures appropriate for ARPA funding consideration. Our state ARPA Funding Committee has asked that we provide them with any details from you on our access to funds. The favor of a reply is a requested by September 21, 2022.

Respectfully,

Kathlene F. Gosselin

Kathlene F. Gosselin,
Chief Superior Court Judge
Northeastern Judicial Circuit

Cc: Judge Anthony Tarnacki, Magistrate Court
Judge Lindsay Burton, Juvenile Court
Judge Jennifer Burt, Probate Court
Justin Power, Clerk of Court
Lee Darragh, District Attorney
Brad Morris, Circuit Public Defender
Jason Stephenson, Court Administrator

Superior Courts
of the
Northeastern Judicial Circuit

Kathlene F. Gosselin, Chief Judge
P.O. Box 1778
Gainesville, Georgia 30503
(770) 531-6990

DAWSON AND HALL
COUNTIES

Hall County Board of Commissioners
Richard Higgins, Chairman
P.O. Drawer 1435
Gainesville, GA 30503

August 25, 2022

Dear Chairman Higgins,

On behalf of the Northeastern Judicial Circuit, we appreciate Hall County's use of federal American Rescue Plan Act (ARPA) funds for the local court system. As you know, the pandemic has created significant challenges for the courts and resulted in a backlog of cases that will take years to resolve. In 2022, this circuit applied for *state* ARPA grants and was awarded a total of $1,773,057. These funds are covering judicial expenditures that would otherwise have burdened Hall and Dawson County budgets. As we prepare to reapply for similar state funding in 2023, we will be required to report that we have also made requests of each local jurisdiction for *county* ARPA funding.

At the state level, Georgia received $4.8 billion of which only $110 million was made available to the courts throughout the state via a grant process distributed by the Governor's Office of Planning and Budget (OPB) in coordination with the Administrative Office of the Courts. Those funds are allocated to cover a 3-year period ending December 31, 2024, whereby each circuit must apply for funds each year. In addition to a cap limit on total funding each year, the judicial branch has been further restricted by OPB in what we may request funding for. Specifically, eligible expenditures may only be used:

- ✓ To provide additional, temporary court staff such as senior judges, bailiffs, court reporters, judicial officers, court staff, and other necessary persons.
- ✓ To contract with third party locations to conduct court proceedings in larger facilities.
- ✓ To pay for additional, temporary prosecutors, investigators, legal administrative positions, and contract legal services.
- ✓ To provide additional circuit and conflict attorneys for the Georgia Public Defenders Council.

In contrast, county ARPA funds are available to be spent for a longer period of time and have only those restrictions which the U.S. Treasury Department places on them. In short, the county's ARPA funds can be utilized in a much broader way than our funds accessed through the state.

From public records, Hall County was allocated $39,710,268.00 in such funds. In cooperation with County Administration, portions of those funds have been previously directed towards the construction of a new jury assembly room, an updated public website, and new invoicing software for the surge in criminal cases. Additional potential expenses that may meet eligibility requirements and intersect with our judicial needs include:

- ✓ Services to foster youth, including those aging out of the system, and child welfare involved families may encompass a wide array of financial, educational, child development, or health supports, or other supports necessary, including supports for kinship care.
- ✓ Technology infrastructure resources to improve access to government information systems, including upgrades to hardware and software.
- ✓ Broadband internet access in all judicial facilities, that reliably meets or exceeds symmetrical 100 Mbps download and upload speeds where practicable.
- ✓ Hiring additional court staff or attorneys to increase speed of case resolution, and other expenses to expedite case resolution.
- ✓ Premium pay for essential workers, which includes court employees, who were working in person to compensate them for their service during the pandemic. Such pay can also be made retroactive.
- ✓ Legal aid such as legal services or attorney's fees related to maintaining housing stability, court-based eviction prevention or eviction diversion programs, and other legal services that help households obtain housing.

As you can see, the federal requirements for the eligible use of ARPA funds appear to be much broader than what the state has limited our requests to. Our circuit is committed to reducing the backlog of cases and, with access to county ARPA funds in conjunction with our state ARPA funds, we can work through these cases and provide meaningful access to justice for the citizens of our circuit.

Hall County Administration has worked collaboratively and closely with our own Court Administration to respond appropriately and timely to the needs arising from the pandemic. We respectfully request to continue to partner with you on the use of local ARPA funds and to identify continuing expenditures appropriate for ARPA consideration. Our state ARPA Funding Committee has asked that we provide them with any details from you on our access to funds from our counties. The favor of a reply is requested by September 21, 2022.

Respectfully,

Kathlene F. Gosselin

Kathlene F. Gosselin,
Chief Superior Court Judge
Northeastern Judicial Circuit

Cc: Judge B.E. Roberts, State Court
Judge Lindsay Burton, Juvenile Court
Judge Margaret Gregory, Magistrate Court
Judge Patty Laine, Probate Court
Charles Baker, Clerk of Court
Lee Darragh, District Attorney
Brad Morris, Circuit Public Defender
Jason Stephenson, Court Administrator

HALL COUNTY
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Please complete the tab that correlates with the type of position change you are requesting. Only include ONE request per worksheet. If requesting multiple personnel changes, please prioritize each worksheet in order of importance. For each personnel request, submit this form, along with the "New Position Request."

REQUEST TYPE: NEW FULL-TIME POSITION

832	ARPA- Superior Court
Department #	**Department Name**
Administrative Assistant, DA	
Requested Position Title	**Priority #**

ADDITIONAL PERSONNEL COST CALCULATION

New Position	
$32,994.00	Salary Requested (use midpoint of paygrade)
2,524.04	Taxes
2,639.52	Retirement
16,254.24	Health
47.88	Dental
85.52	Life
23.76	AD&D
127.46	Short Term Disability
$54,696.42	**Total Additional Personnel Costs**

JUSTIFICATION (please provide a short explanation of your request on the lines below):

PERSONNEL EQUIPMENT REQUEST (list all equipment required and estimated cost)

**Do not add these estimated costs to your department's operating budget. It is calculated separately by OMB.

EQUIPMENT DESCRIPTION (uniform, gun, fire safety suit, vehicle, computer, cell phone etc.)	ESTIMATED COST
	$ -
	$ -
	$ -

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REQUEST TYPE: NEW FULL-TIME POSITION

832	ARPA- Superior Court
Department #	**Department Name**
Case Manager	
Requested Position Title	**Priority #**

ADDITIONAL PERSONNEL COST CALCULATION

New Position	
$53,102.40	Salary Requested (use midpoint of paygrade)
4,062.33	Taxes
4,248.19	Retirement
32,508.48	Health
47.88	Dental
137.64	Life
38.23	AD&D
205.14	Short Term Disability
$94,350.30	**Total Additional Personnel Costs**

JUSTIFICATION (please provide a short explanation of your request on the lines below):

PERSONNEL EQUIPMENT REQUEST (list all equipment required and estimated cost)

**Do not add these estimated costs to your department's operating budget. It is calculated separately by OMB.

EQUIPMENT DESCRIPTION (uniform, gun, fire safety suit, vehicle, computer, cell phone etc.)	ESTIMATED COST
	$ -
	$ -
	$ -

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REQUEST TYPE: NEW FULL-TIME POSITION

832	ARPA- Superior Court
Department #	**Department Name**
Court Reporter	
Requested Position Title	**Priority #**

ADDITIONAL PERSONNEL COST CALCULATION

New Position	
$74,703.20	Salary Requested (use midpoint of paygrade)
5,714.79	Taxes
5,976.26	Retirement
32,508.48	Health
47.88	Dental
193.63	Life
53.79	AD&D
288.58	Short Term Disability
$119,486.61	**Total Additional Personnel Costs**

JUSTIFICATION (please provide a short explanation of your request on the lines below):

PERSONNEL EQUIPMENT REQUEST (list all equipment required and estimated cost)

**Do not add these estimated costs to your department's operating budget. It is calculated separately by OMB.

EQUIPMENT DESCRIPTION (uniform, gun, fire safety suit, vehicle, computer, cell phone etc.)	ESTIMATED COST
	$ -
	$ -
	$ -

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REQUEST TYPE: NEW FULL-TIME POSITION

832	ARPA- Superior Court
Department #	**Department Name**
Deputy Sheriff (Dawson)	
Requested Position Title	**Priority #**

ADDITIONAL PERSONNEL COST CALCULATION

New Position	
$59,254.00	Salary Requested (use midpoint of paygrade)
4,532.93	Taxes
4,740.32	Retirement
32,508.48	Health
47.88	Dental
153.59	Life
42.66	AD&D
228.90	Short Term Disability
$101,508.76	**Total Additional Personnel Costs**

JUSTIFICATION (please provide a short explanation of your request on the lines below):

PERSONNEL EQUIPMENT REQUEST (list all equipment required and estimated cost)

**Do not add these estimated costs to your department's operating budget. It is calculated separately by OMB.

EQUIPMENT DESCRIPTION (uniform, gun, fire safety suit, vehicle, computer, cell phone etc.)	ESTIMATED COST
	$ -
	$ -
	$ -

HALL COUNTY
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REQUEST TYPE: NEW FULL-TIME POSITION

832	ARPA- Superior Court
Department #	**Department Name**
Operations Coordinator	
Requested Position Title	**Priority #**

ADDITIONAL PERSONNEL COST CALCULATION

New Position	
$56,237.22	Salary Requested (use midpoint of paygrade)
4,302.15	Taxes
4,498.98	Retirement
32,508.48	Health
47.88	Dental
145.77	Life
40.49	AD&D
217.25	Short Term Disability
$97,998.21	**Total Additional Personnel Costs**

JUSTIFICATION (please provide a short explanation of your request on the lines below):

PERSONNEL EQUIPMENT REQUEST (list all equipment required and estimated cost)

**Do not add these estimated costs to your department's operating budget. It is calculated separately by OMB.

EQUIPMENT DESCRIPTION (uniform, gun, fire safety suit, vehicle, computer, cell phone etc.)	ESTIMATED COST
	$ -
	$ -
	$ -

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REQUEST TYPE: NEW FULL-TIME POSITION

832	ARPA- Superior Court
Department #	**Department Name**
Probation Officer (Dawson)	
Requested Position Title	**Priority #**

ADDITIONAL PERSONNEL COST CALCULATION

New Position	
$56,160.00	Salary Requested (use midpoint of paygrade)
4,296.24	Taxes
4,492.80	Retirement
32,508.48	Health
47.88	Dental
145.57	Life
40.44	AD&D
216.95	Short Term Disability
$97,908.35	**Total Additional Personnel Costs**

JUSTIFICATION (please provide a short explanation of your request on the lines below):

PERSONNEL EQUIPMENT REQUEST (list all equipment required and estimated cost)

**Do not add these estimated costs to your department's operating budget. It is calculated separately by OMB.

EQUIPMENT DESCRIPTION (uniform, gun, fire safety suit, vehicle, computer, cell phone etc.)	ESTIMATED COST
	$ -
	$ -
	$ -

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REQUEST TYPE: NEW FULL-TIME POSITION

832	ARPA- Superior Court
Department #	**Department Name**
Probation Sentence Writer	
Requested Position Title	**Priority #**

ADDITIONAL PERSONNEL COST CALCULATION

New Position	
$42,120.00	Salary Requested (use midpoint of paygrade)
3,222.18	Taxes
3,369.60	Retirement
32,508.48	Health
47.88	Dental
109.18	Life
30.33	AD&D
162.71	Short Term Disability
$81,570.35	**Total Additional Personnel Costs**

JUSTIFICATION (please provide a short explanation of your request on the lines below):

PERSONNEL EQUIPMENT REQUEST (list all equipment required and estimated cost)

**Do not add these estimated costs to your department's operating budget. It is calculated separately by OMB.

EQUIPMENT DESCRIPTION (uniform, gun, fire safety suit, vehicle, computer, cell phone etc.)	ESTIMATED COST
	$ -
	$ -
	$ -

HALL COUNTY
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Please complete the tab that correlates with the type of position change you are requesting. Only include ONE request per worksheet. If requesting multiple personnel changes, please prioritize each worksheet in order of importance. For each personnel request, submit this form, along with the "New Position Request."

REQUEST TYPE: NEW FULL-TIME POSITION

832	ARPA- Superior Court
Department #	**Department Name**
Staff Accountant	
Requested Position Title	**Priority #**

ADDITIONAL PERSONNEL COST CALCULATION

New Position	
$66,520.48	Salary Requested (use midpoint of paygrade)
5,088.82	Taxes
5,321.64	Retirement
32,508.48	Health
47.88	Dental
172.42	Life
47.89	AD&D
256.97	Short Term Disability
$109,964.58	**Total Additional Personnel Costs**

JUSTIFICATION (please provide a short explanation of your request on the lines below):

PERSONNEL EQUIPMENT REQUEST (list all equipment required and estimated cost)

**Do not add these estimated costs to your department's operating budget. It is calculated separately by OMB.

EQUIPMENT DESCRIPTION (uniform, gun, fire safety suit, vehicle, computer, cell phone etc.)	ESTIMATED COST
	$ -
	$ -
	$ -

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REQUEST TYPE: NEW FULL-TIME POSITION

832	ARPA- Superior Court
Department #	**Department Name**
Treatment Coordinator	
Requested Position Title	**Priority #**

ADDITIONAL PERSONNEL COST CALCULATION

New Position	
$72,504.59	Salary Requested (use midpoint of paygrade)
5,546.60	Taxes
5,800.37	Retirement
32,508.48	Health
47.88	Dental
187.93	Life
52.20	AD&D
280.09	Short Term Disability
$116,928.14	**Total Additional Personnel Costs**

JUSTIFICATION (please provide a short explanation of your request on the lines below):

PERSONNEL EQUIPMENT REQUEST (list all equipment required and estimated cost)

**Do not add these estimated costs to your department's operating budget. It is calculated separately by OMB.

EQUIPMENT DESCRIPTION (uniform, gun, fire safety suit, vehicle, computer, cell phone etc.)	ESTIMATED COST
	$ -
	$ -
	$ -

Northeastern Judicial Circuit - CY2026 (Packet)

Final Audit Report 2025-09-17

Created:	2025-09-17 (Pacific Daylight Time)
By:	Harley Martin (harley.martin@hallcounty.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWfTpucf8lNoi6MRXoQKEkVXp-KzI7Xjd

"Northeastern Judicial Circuit - CY2026 (Packet)" History

Document created by Harley Martin (harley.martin@hallcounty.org)
2025-09-17 - 6:01:27 AM PDT

Document emailed to Jason Deal (jason.deal@nejcga.gov) for signature
2025-09-17 - 6:02:15 AM PDT

Email viewed by Jason Deal (jason.deal@nejcga.gov)
2025-09-17 - 6:02:44 AM PDT

Document e-signed by Jason Deal (jason.deal@nejcga.gov)
Signature Date: 2025-09-17 - 6:03:02 AM PDT - Time Source: server

Agreement completed.
2025-09-17 - 6:03:02 AM PDT

Adobe Acrobat Sign

AGENDA ITEM

Court Administration

REPORT TO: **Work Session (10/20/25)**

REPORT TO: **Voting Meeting (10/23/25)**

ITEM NO: 634/2025

SUBJECT: Approve the single source purchase of Audio/Video Updates to the Streaming System for Court Administration to S&L Integrated Systems, LLC of Thomasville, GA, in the amount of $154,298.75.

Meetings:

Work Session Date: 10/20/25

Voting Meeting Date: 10/23/25

Executive Summary:

Presenter: JS

Recommendation:
Approve.

Purpose of Request:
Approve the single source purchase of Audio/Video Updates to the Streaming System for Court Administration to S&L Integrated Systems, LLC of Thomasville, GA, in the amount of $154,298.75.

History:
S&L Integrated has been a vendor of the County for several years and is in good standing. This proposal is approved for ARPA funds.

Facts and Issues:
This project will complete audio/visual repair in various courtrooms which include Superior, State, Juvenile, Magistrate, and Probate courts. The scope of work includes modifications to the courtroom audiovisual systems to improve functionality, flexibility, and ease of use. In addition, repair work will be completed in several courtrooms to address audio/visual issues from the judge's bench which will improve ergonomics and usability. These improvements are designed to modernize courtroom technology, streamline evidence presentation, and provide dependable support for ongoing operations. Grant funding has been awarded by the Administrative Office of the Courts' ARPA Committee for the entirety of this project.

Options:

Funding Requested	$ 154,298.75
Are funds within current budget?	Yes
Source of Funds	American Rescue Plan Act

Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2025-10-13

Approvals:

Submit	Approve	Purchasing	Budget
KM	KM	AY	JM
Finance	**Attorney**	**Administration**	**Clerk**
TS	JL	CR	JR

Attachments:

Financial Supplement
Signature Request Cover Sheet
S&L Quote
5_-_Sole_Source-Brand__Single_Source_Form.pdf
Busker_-_No_Bid.pdf
NisewongerAV_-_No_Bid.pdf
Hall_County_Courts_2025_ARPA_Project_Timeline.pdf

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 634/2025

Funds Requested: $ 154,298.75

Request Budgeted: Yes

Proposed Source of Funding:

American Rescue Plan Act

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	230-AMERICAN RESCUE PLAN ACT FUND	3921-COVID RELIEF	542500-OTHER EQUIPMENT	$154,298.75
2026	230-AMERICAN RESCUE PLAN ACT FUND	3921-COVID RELIEF	331110-FEDERALâ€OPERATING DIRECT	$-154,298.75

Budget Transfer Items:

Additional Information/Comments:

100% funding provided by the American Rescue Plan Act for the courts. No new funds are being awarded. We moved excess funds to this category which would have otherwise been de-obligated by the courts.

Contact for Questions: KAM

Phone: 770-532-1895

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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

CONTRACT EXECUTION SIGNATURE REQUEST

Date: October 13, 2025

To: David Gibbs, Chairman, BOC

From: Andy Youngblood, Purchasing Manager

Your signature is requested to execute the attached Contract:

Bid/Contract Number: Single Source

Bid/Contract Name: Audio/Visual Updates to Streaming System

Department(s) Requesting Contract: Court Administration

Award Recipient Name: S&L Integrated Systems, 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:$154,298.75

☐ Product Contract Estimated Amount:

Comment:

This project will complete audio/visual repair in various courtrooms which include Superior, State, Juvenile, Magistrate, and Probate courts. The scope of work includes modifications to the courtroom audiovisual systems to improve functionality, flexibility, and ease of use. In addition, repair work will be completed in several courtrooms to address audio/visual issues from the judge's bench which will improve ergonomics and usability. These improvements are designed to modernize courtroom technology, streamline evidence presentation, and provide dependable support for ongoing operations. Grant funding has been awarded by the Administrative Office of the Courts' ARPA Committee for the entirety of this project. The FY 2026 Estimated amount has been reviewed against the projected FY 2026 budget by Finance.

QUOTATION: 21389
S&L Integrated Systems, LLC
7 Midway Rd
Thomasville, GA 31757

BILL TO	JOB LOCATION	
Company: Hall County Courts	**Company:** Hall County Courts	**Date:** 2025-09-08
Address: 225 Green Street Gainesville, GA 30503	**Address:** 225 Green Street Gainesville, GA 30503	**Sales Rep:** Donald Mobley Jr. **Phone:** **Email:** stanm@slintegrated.com
Contact: Kenny Shoemaker	**Contact:** Kenny Shoemaker	
Phone: (770)531-2460	**Phone:** (770)531-2460	

TITLE

ARPA Courtroom AV Upgrades

SCOPE OF WORK

Executive Summary

S&L Integrated will provide upgrades and modifications to courtroom audiovisual systems to improve functionality, flexibility, and ease of use. This project includes the removal of existing Hovercam podiums from eight (8) State and Superior Courtrooms and relocation of the Evidence Presentation connections to the Attorney tables. To support courtroom operations, new small-form portable lecterns with wireless gooseneck microphones will be supplied for each room.

In addition, repair work will be completed in Courtrooms 202 and 101 to address customer-identified needs, and Judge's monitors in Magistrate, Probate, Juvenile, and Courtroom 103 will be replaced with compact 15" monitors on folding desk stands to improve ergonomics and usability. We will also modify Courtroom 103 to include the Solicitor's Queueing system integration with Courtroom Displays along with relocation of some key positions in the Courtroom.

To ensure long-term reliability and support, S&L Integrated will also provide one (1) year of **Comprehensive Client Care**, covering all service-related issues and providing responsive support for courtroom AV systems.

These upgrades are designed to modernize courtroom technology, streamline evidence presentation, and provide dependable support for ongoing operations.

Scope of Work

Project: Courtroom AV System Modifications and Upgrades

S&L Integrated will provide professional services and equipment upgrades across multiple State and Superior Courtrooms to improve evidence presentation, audio functionality, and judge's display systems. Work will include removal of existing podiums, relocation of evidence presentation systems, installation of portable lecterns with wireless audio, repair and replacement of designated components, and provision of a service support package.

1. Removal of Existing Podiums and Evidence Presentation Relocation

- Remove existing **Hovercam podiums** from eight (8) State and Superior Courtrooms.
- Relocate the **Evidence Presentation system inputs** from the podiums to the **Attorney tables**, ensuring reliable connectivity for content display during courtroom proceedings.
- All cabling and integration will be updated to support the new configuration while maintaining compatibility with the existing AV infrastructure.

2. Portable Lecterns and Wireless Microphone Systems

- Provide and install **new small-form portable lecterns** for each of the eight (8) Courtrooms.
- Each lectern will be equipped with a **wireless gooseneck microphone system**, ensuring flexibility of placement and ease of use during trials and hearings.
- Wireless systems will be configured to integrate seamlessly with the existing courtroom audio systems for consistent sound reinforcement and recording.

3. Courtroom Repair Items

- Address **repair items identified by the customer** for **Courtroom 202** and **Courtroom 101**.
- Repairs will be completed to restore functionality and ensure these systems meet current operational standards.
- Specific repair tasks will be verified on-site and performed in coordination with Court staff to minimize disruptions.

4. Replacement of Judge's Monitors

- Replace the Judge's monitors in **Magistrate, Probate, Juvenile, and Courtroom 103** with **smaller 15" commercial monitors**.
- New monitors will be mounted on **folding desk stands** for improved ergonomics and flexibility of positioning.
- Existing video distribution will be adjusted and tested to ensure full compatibility with the replacement monitors.

5. Queueing System Integration

- Provide and install a new AV over IP encoder at the existing equipment rack to support the Owner Furnished PC running the Queuing system.
- Update the Solicitor's touch panel interface to include a new control option, allowing the Queuing system to be routed to all existing courtroom displays.
- Provide and install all necessary cabling, connectors, and installation materials to ensure proper connectivity and integration within the AV system.
- Conduct system programming updates to support the new functionality and ensure seamless operation across all displays.

6. Courtroom Layout Modifications

- Relocate the Witness, Clerk, and Court Reporter stations according to the new seating arrangement requested by the customer.
- Provide and install necessary cabling and infrastructure adjustments to accommodate the new equipment positions, including microphone, display, and control connections.
- Ensure all devices are properly reconnected, tested, and calibrated in their new locations.

7. Comprehensive Client Care Service Plan

- Provide **one (1) year of Comprehensive Client Care (CCC)** to cover all service-related issues as listed by the customer.
    - This plan covers ALL Courtrooms that have been previously installed by S&L Integrated
- CCC includes priority response, parts and labor coverage for supported equipment, and remote/onsite troubleshooting as needed.

- This plan ensures proactive support and minimizes downtime of courtroom AV systems.

8. Deliverables and Close-Out

- Full system testing and demonstration to confirm proper functionality of relocated and newly installed equipment.
- Documentation of all changes, including updated as-built drawings and equipment lists.
- Training for designated staff on the use of new lecterns, microphones, and Judge's monitors.

Scope Acknowledgement: _____(INIT)

PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
Courtroom 101					
Evidence Presentation					
DM-NVX-E20_CRST	Crestron	DM NVX 4K60 4:2:0 Network AV Encoder	3.00	$707.14	$2,121.42
OSI_MX-P3	Elmo	MX-P3 Document Camera	2.00	$515.77	$1,031.54
C2G10378_C2G	C2G	10ft/3m Ultra Flexible HDMI Cable 4K	4.00	$21.56	$86.24
60-1892-02_EXR	Extron	Black with 2 US AC, 12 A Circuit Breaker, and 2 Outlets Under	2.00	$617.14	$1,234.28
GSM4248P-100NAS_NTGR	Netgear	M4250-40G8F-POE+ MANAGED SWITCH	1.00	$2,685.73	$2,685.73
				Evidence Presentation Total:	$7,159.21
Lectern					
LEXYZ20-C_AVF	AVF	Presentation LecternCan be rolled where it is desired. Perfect for giving conferences, public presen	1.00	$1,027.14	$1,027.14
505899_SNNH	Sennheiser	SL rack receiver for rack installation, including power pack, digital, 1.9 GHz	1.00	$712.86	$712.86
506628_SNNH	Sennheiser	Wireless table stand. Compatible with the MEG 14-40-L-II B gooseneck microphone. Includes (1) BA 40	1.00	$1,027.14	$1,027.14
504791_SNNH	Sennheiser	Gooseneck microphone (cardioid, condenser) with 3-pin XLR-M and 12-48 V phantom power. MAT 133 table	1.00	$298.57	$298.57
506805_SNNH	Sennheiser	2-compartment charger for SL TABLESTAND and interfaces, inductive, Qi standard, including power supp	1.00	$484.29	$484.29
				Lectern Total:	$3,550.00
Professional Services					
MISC-EXPENSE	S&L	Installation Hardware, Cabling and Supplies	1.00	$559.09	$559.09
DESIGN	S&L	Design	2.00	$160.00	$320.00
PROJMGMT	S&L	Project Management	2.00	$140.00	$280.00
INSTALLATION	S&L	Installation	16.00	$125.00	$2,000.00
PROGRAM	S&L	Programming	2.00	$175.00	$350.00
COMMISSIONING	S&L	Commissioning	2.00	$160.00	$320.00
				Professional Services Total:	$3,829.09
				Courtroom 101 Total:	$14,538.30
Courtroom 102					
Evidence Presentation					
DM-NVX-E20_CRST	Crestron	DM NVX 4K60 4:2:0 Network AV Encoder	3.00	$707.14	$2,121.42
OSI_MX-P3	Elmo	MX-P3 Document Camera	2.00	$515.77	$1,031.54
C2G10378_C2G	C2G	10ft/3m Ultra Flexible HDMI Cable 4K	4.00	$21.56	$86.24

QUOTATION: 21389
S&L Integrated Systems, LLC
7 Midway Rd
Thomasville, GA 31757

PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
Courtroom 102					
Evidence Presentation					
60-1892-02_EXR	Extron	Black with 2 US AC, 12 A Circuit Breaker, and 2 Outlets Under	2.00	$617.14	$1,234.28
GSM4248P-100NAS_NTGR	Netgear	M4250-40G8F-POE+ MANAGED SWITCH	1.00	$2,685.73	$2,685.73
				Evidence Presentation Total:	$7,159.21
Lectern					
LEXYZ20-C_AVF	AVF	Presentation LecternCan be rolled where it is desired. Perfect for giving conferences, public presen	1.00	$1,027.14	$1,027.14
505899_SNNH	Sennheiser	SL rack receiver for rack installation, including power pack, digital, 1.9 GHz	1.00	$712.86	$712.86
506628_SNNH	Sennheiser	Wireless table stand. Compatible with the MEG 14-40-L-II B gooseneck microphone. Includes (1) BA 40	1.00	$1,027.14	$1,027.14
504791_SNNH	Sennheiser	Gooseneck microphone (cardioid, condenser) with 3-pin XLR-M and 12-48 V phantom power. MAT 133 table	1.00	$298.57	$298.57
506805_SNNH	Sennheiser	2-compartment charger for SL TABLESTAND and interfaces, inductive, Qi standard, including power supp	1.00	$484.29	$484.29
				Lectern Total:	$3,550.00
Professional Services					
MISC-EXPENSE	S&L	Installation Hardware, Cabling and Supplies	1.00	$559.09	$559.09
DESIGN	S&L	Design	2.00	$160.00	$320.00
PROJMGMT	S&L	Project Management	2.00	$140.00	$280.00
INSTALLATION	S&L	Installation	16.00	$125.00	$2,000.00
PROGRAM	S&L	Programming	2.00	$175.00	$350.00
COMMISSIONING	S&L	Commissioning	2.00	$160.00	$320.00
				Professional Services Total:	$3,829.09
				Courtroom 102 Total:	$14,538.30
Courtroom 201					
Evidence Presentation					
DM-NVX-E20_CRST	Crestron	DM NVX 4K60 4:2:0 Network AV Encoder	3.00	$707.14	$2,121.42
OSI_MX-P3	Elmo	MX-P3 Document Camera	2.00	$515.77	$1,031.54
C2G10378_C2G	C2G	10ft/3m Ultra Flexible HDMI Cable 4K	4.00	$21.56	$86.24
60-1892-02_EXR	Extron	Black with 2 US AC, 12 A Circuit Breaker, and 2 Outlets Under	2.00	$617.14	$1,234.28
GSM4248P-100NAS_NTGR	Netgear	M4250-40G8F-POE+ MANAGED SWITCH	1.00	$2,685.73	$2,685.73
				Evidence Presentation Total:	$7,159.21
Lectern					
LEXYZ20-C_AVF	AVF	Presentation LecternCan be rolled where it is desired. Perfect for giving conferences, public presen	1.00	$1,027.14	$1,027.14
505899_SNNH	Sennheiser	SL rack receiver for rack installation, including power pack, digital, 1.9 GHz	1.00	$712.86	$712.86
506628_SNNH	Sennheiser	Wireless table stand. Compatible with the MEG 14-40-L-II B gooseneck microphone. Includes (1) BA 40	1.00	$1,027.14	$1,027.14
504791_SNNH	Sennheiser	Gooseneck microphone (cardioid, condenser) with 3-pin XLR-M and 12-48 V phantom power. MAT 133 table	1.00	$298.57	$298.57
506805_SNNH	Sennheiser	2-compartment charger for SL TABLESTAND and interfaces, inductive, Qi standard, including power supp	1.00	$484.29	$484.29
				Lectern Total:	$3,550.00
Professional Services					
MISC-EXPENSE	S&L	Installation Hardware, Cabling and Supplies	1.00	$559.09	$559.09
DESIGN	S&L	Design	2.00	$160.00	$320.00
PROJMGMT	S&L	Project Management	2.00	$140.00	$280.00

PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
Courtroom 201					
Professional Services					
INSTALLATION	S&L	Installation	16.00	$125.00	$2,000.00
PROGRAM	S&L	Programming	2.00	$175.00	$350.00
COMMISSIONING	S&L	Commissioning	2.00	$160.00	$320.00
				Professional Services Total:	$3,829.09
				Courtroom 201 Total:	$14,538.30
Courtroom 202					
Evidence Presentation					
DM-NVX-E20_CRST	Crestron	DM NVX 4K60 4:2:0 Network AV Encoder	3.00	$707.14	$2,121.42
OSI_MX-P3	Elmo	MX-P3 Document Camera	2.00	$515.77	$1,031.54
C2G10378_C2G	C2G	10ft/3m Ultra Flexible HDMI Cable 4K	4.00	$21.56	$86.24
60-1892-02_EXR	Extron	Black with 2 US AC, 12 A Circuit Breaker, and 2 Outlets Under	2.00	$617.14	$1,234.28
GSM4248P-100NAS_NTGR	Netgear	M4250-40G8F-POE+ MANAGED SWITCH	1.00	$2,685.73	$2,685.73
				Evidence Presentation Total:	$7,159.21
Lectern					
LEXYZ20-C_AVF	AVF	Presentation LecternCan be rolled where it is desired. Perfect for giving conferences, public presen	1.00	$1,027.14	$1,027.14
505899_SNNH	Sennheiser	SL rack receiver for rack installation, including power pack, digital, 1.9 GHz	1.00	$712.86	$712.86
506628_SNNH	Sennheiser	Wireless table stand. Compatible with the MEG 14-40-L-II B gooseneck microphone. Includes (1) BA 40	1.00	$1,027.14	$1,027.14
504791_SNNH	Sennheiser	Gooseneck microphone (cardioid, condenser) with 3-pin XLR-M and 12-48 V phantom power. MAT 133 table	1.00	$298.57	$298.57
506805_SNNH	Sennheiser	2-compartment charger for SL TABLESTAND and interfaces, inductive, Qi standard, including power supp	1.00	$484.29	$484.29
				Lectern Total:	$3,550.00
Professional Services					
MISC-EXPENSE	S&L	Installation Hardware, Cabling and Supplies	1.00	$559.09	$559.09
DESIGN	S&L	Design	2.00	$160.00	$320.00
PROJMGMT	S&L	Project Management	2.00	$140.00	$280.00
INSTALLATION	S&L	Installation	16.00	$125.00	$2,000.00
PROGRAM	S&L	Programming	2.00	$175.00	$350.00
COMMISSIONING	S&L	Commissioning	2.00	$160.00	$320.00
				Professional Services Total:	$3,829.09
				Courtroom 202 Total:	$14,538.30
Courtroom 401					
Evidence Presentation					
DM-NVX-E20_CRST	Crestron	DM NVX 4K60 4:2:0 Network AV Encoder	3.00	$707.14	$2,121.42
OSI_MX-P3	Elmo	MX-P3 Document Camera	2.00	$515.77	$1,031.54
C2G10378_C2G	C2G	10ft/3m Ultra Flexible HDMI Cable 4K	4.00	$21.56	$86.24
60-1892-02_EXR	Extron	Black with 2 US AC, 12 A Circuit Breaker, and 2 Outlets Under	2.00	$617.14	$1,234.28
GSM4248P-100NAS_NTGR	Netgear	M4250-40G8F-POE+ MANAGED SWITCH	1.00	$2,685.73	$2,685.73
				Evidence Presentation Total:	$7,159.21
Lectern					
LEXYZ20-C_AVF	AVF	Presentation LecternCan be rolled where it is desired. Perfect for giving conferences, public presen	1.00	$1,027.14	$1,027.14

QUOTATION: 21389
S&L Integrated Systems, LLC
7 Midway Rd
Thomasville, GA 31757

PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
Courtroom 401					
Lectern					
505899_SNNH	Sennheiser	SL rack receiver for rack installation, including power pack, digital, 1.9 GHz	1.00	$712.86	$712.86
506628_SNNH	Sennheiser	Wireless table stand. Compatible with the MEG 14-40-L-II B gooseneck microphone. Includes (1) BA 40	1.00	$1,027.14	$1,027.14
504791_SNNH	Sennheiser	Gooseneck microphone (cardioid, condenser) with 3-pin XLR-M and 12-48 V phantom power. MAT 133 table	1.00	$298.57	$298.57
506805_SNNH	Sennheiser	2-compartment charger for SL TABLESTAND and interfaces, inductive, Qi standard, including power supp	1.00	$484.29	$484.29
				Lectern Total:	$3,550.00
Professional Services					
MISC-EXPENSE	S&L	Installation Hardware, Cabling and Supplies	1.00	$559.09	$559.09
DESIGN	S&L	Design	2.00	$160.00	$320.00
PROJMGMT	S&L	Project Management	2.00	$140.00	$280.00
INSTALLATION	S&L	Installation	16.00	$125.00	$2,000.00
PROGRAM	S&L	Programming	2.00	$175.00	$350.00
COMMISSIONING	S&L	Commissioning	2.00	$160.00	$320.00
				Professional Services Total:	$3,829.09
				Courtroom 401 Total:	$14,538.30
Courtroom 402					
Evidence Presentation					
DM-NVX-E20_CRST	Crestron	DM NVX 4K60 4:2:0 Network AV Encoder	3.00	$707.14	$2,121.42
OSI_MX-P3	Elmo	MX-P3 Document Camera	2.00	$515.77	$1,031.54
C2G10378_C2G	C2G	10ft/3m Ultra Flexible HDMI Cable 4K	4.00	$21.56	$86.24
60-1892-02_EXR	Extron	Black with 2 US AC, 12 A Circuit Breaker, and 2 Outlets Under	2.00	$617.14	$1,234.28
GSM4248P-100NAS_NTGR	Netgear	M4250-40G8F-POE+ MANAGED SWITCH	1.00	$2,685.73	$2,685.73
				Evidence Presentation Total:	$7,159.21
Lectern					
LEXYZ20-C_AVF	AVF	Presentation LecternCan be rolled where it is desired. Perfect for giving conferences, public presen	1.00	$1,027.14	$1,027.14
505899_SNNH	Sennheiser	SL rack receiver for rack installation, including power pack, digital, 1.9 GHz	1.00	$712.86	$712.86
506628_SNNH	Sennheiser	Wireless table stand. Compatible with the MEG 14-40-L-II B gooseneck microphone. Includes (1) BA 40	1.00	$1,027.14	$1,027.14
504791_SNNH	Sennheiser	Gooseneck microphone (cardioid, condenser) with 3-pin XLR-M and 12-48 V phantom power. MAT 133 table	1.00	$298.57	$298.57
506805_SNNH	Sennheiser	2-compartment charger for SL TABLESTAND and interfaces, inductive, Qi standard, including power supp	1.00	$484.29	$484.29
				Lectern Total:	$3,550.00
Professional Services					
MISC-EXPENSE	S&L	Installation Hardware, Cabling and Supplies	1.00	$559.09	$559.09
DESIGN	S&L	Design	2.00	$160.00	$320.00
PROJMGMT	S&L	Project Management	2.00	$140.00	$280.00
INSTALLATION	S&L	Installation	16.00	$125.00	$2,000.00
PROGRAM	S&L	Programming	2.00	$175.00	$350.00
COMMISSIONING	S&L	Commissioning	2.00	$160.00	$320.00
				Professional Services Total:	$3,829.09
				Courtroom 402 Total:	$14,538.30

PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
Courtroom 403					
Evidence Presentation					
DM-NVX-E20_CRST	Crestron	DM NVX 4K60 4:2:0 Network AV Encoder	3.00	$707.14	$2,121.42
OSI_MX-P3	Elmo	MX-P3 Document Camera	2.00	$515.77	$1,031.54
C2G10378_C2G	C2G	10ft/3m Ultra Flexible HDMI Cable 4K	4.00	$21.56	$86.24
60-1892-02_EXR	Extron	Black with 2 US AC, 12 A Circuit Breaker, and 2 Outlets Under	2.00	$617.14	$1,234.28
GSM4248P-100NAS_NTGR	Netgear	M4250-40G8F-POE+ MANAGED SWITCH	1.00	$2,685.73	$2,685.73
				Evidence Presentation Total:	$7,159.21
Lectern					
LEXYZ20-C_AVF	AVF	Presentation LecternCan be rolled where it is desired. Perfect for giving conferences, public presen	1.00	$1,027.14	$1,027.14
505899_SNNH	Sennheiser	SL rack receiver for rack installation, including power pack, digital, 1.9 GHz	1.00	$712.86	$712.86
506628_SNNH	Sennheiser	Wireless table stand. Compatible with the MEG 14-40-L-II B gooseneck microphone. Includes (1) BA 40	1.00	$1,027.14	$1,027.14
504791_SNNH	Sennheiser	Gooseneck microphone (cardioid, condenser) with 3-pin XLR-M and 12-48 V phantom power. MAT 133 table	1.00	$298.57	$298.57
506805_SNNH	Sennheiser	2-compartment charger for SL TABLESTAND and interfaces, inductive, Qi standard, including power supp	1.00	$484.29	$484.29
				Lectern Total:	$3,550.00
Professional Services					
MISC-EXPENSE	S&L	Installation Hardware, Cabling and Supplies	1.00	$559.09	$559.09
DESIGN	S&L	Design	2.00	$160.00	$320.00
PROJMGMT	S&L	Project Management	2.00	$140.00	$280.00
INSTALLATION	S&L	Installation	16.00	$125.00	$2,000.00
PROGRAM	S&L	Programming	2.00	$175.00	$350.00
COMMISSIONING	S&L	Commissioning	2.00	$160.00	$320.00
				Professional Services Total:	$3,829.09
				Courtroom 403 Total:	$14,538.30
Courtroom 404					
Evidence Presentation					
DM-NVX-E20_CRST	Crestron	DM NVX 4K60 4:2:0 Network AV Encoder	3.00	$707.14	$2,121.42
OSI_MX-P3	Elmo	MX-P3 Document Camera	2.00	$515.77	$1,031.54
C2G10378_C2G	C2G	10ft/3m Ultra Flexible HDMI Cable 4K	4.00	$21.56	$86.24
60-1892-02_EXR	Extron	Black with 2 US AC, 12 A Circuit Breaker, and 2 Outlets Under	2.00	$617.14	$1,234.28
GSM4248P-100NAS_NTGR	Netgear	M4250-40G8F-POE+ MANAGED SWITCH	1.00	$2,685.73	$2,685.73
				Evidence Presentation Total:	$7,159.21
Lectern					
LEXYZ20-C_AVF	AVF	Presentation LecternCan be rolled where it is desired. Perfect for giving conferences, public presen	1.00	$1,027.14	$1,027.14
505899_SNNH	Sennheiser	SL rack receiver for rack installation, including power pack, digital, 1.9 GHz	1.00	$712.86	$712.86
506628_SNNH	Sennheiser	Wireless table stand. Compatible with the MEG 14-40-L-II B gooseneck microphone. Includes (1) BA 40	1.00	$1,027.14	$1,027.14
504791_SNNH	Sennheiser	Gooseneck microphone (cardioid, condenser) with 3-pin XLR-M and 12-48 V phantom power. MAT 133 table	1.00	$298.57	$298.57
506805_SNNH	Sennheiser	2-compartment charger for SL TABLESTAND and interfaces, inductive, Qi standard, including power supp	1.00	$484.29	$484.29
				Lectern Total:	$3,550.00

QUOTATION: 21389
S&L Integrated Systems, LLC
7 Midway Rd
Thomasville, GA 31757

PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
Courtroom 404					
Professional Services					
MISC-EXPENSE	S&L	Installation Hardware, Cabling and Supplies	1.00	$559.09	$559.09
DESIGN	S&L	Design	2.00	$160.00	$320.00
PROJMGMT	S&L	Project Management	2.00	$140.00	$280.00
INSTALLATION	S&L	Installation	16.00	$125.00	$2,000.00
PROGRAM	S&L	Programming	2.00	$175.00	$350.00
COMMISSIONING	S&L	Commissioning	2.00	$160.00	$320.00
				Professional Services Total:	$3,829.09
				Courtroom 404 Total:	$14,538.30
Repair Items					
Courtroom 202					
DM-NVX-D200_CRST	Crestron	DM NVX 4K60 4:2:0 Network AV Decoder with Scaler	1.00	$900.00	$900.00
				Courtroom 202 Total:	$900.00
Courtroom 101					
ELO_E155645	Elo Touch Solutions	ELO, 1502L 15.6-INCH WIDE LCD MONITOR, FHD	1.00	$760.74	$760.74
				Courtroom 101 Total:	$760.74
Professional Services					
PROJMGMT	S&L	Project Management	2.00	$140.00	$280.00
INSTALLATION	S&L	Installation	3.00	$125.00	$375.00
				Professional Services Total:	$655.00
				Repair Items Total:	$2,315.74
Judge's Monitor Upgrades					
Equipment					
OSI_15HD7	Beetronics	15 Inch HD Non-Touch Monitor	7.00	$605.82	$4,240.74
				Equipment Total:	$4,240.74
Professional Services					
PROJMGMT	S&L	Project Management	2.00	$140.00	$280.00
INSTALLATION	S&L	Installation	10.00	$125.00	$1,250.00
				Professional Services Total:	$1,530.00
				Judge's Monitor Upgrades Total:	$5,770.74
Queuing System Integration					
Courtroom 103					
DuetE-5_VIS	Visionary Solutions	A/V Encoder, 4K60 4:4:4 UHD over IP cinema quality ultra-low latency visually lossless switch matrix	1.00	$1,342.50	$1,342.50
MISC-EXPENSE	S&L	Cabling and installation hardware	1.00	$71.43	$71.43
INSTALLATION	S&L	Installation	1.00	$125.00	$125.00
PROGRAM	S&L	Programming	1.00	$175.00	$175.00
PROJMGMT	S&L	Project Management	1.00	$140.00	$140.00
COMMISSIONING	S&L	Commissioning	1.00	$160.00	$160.00
				Courtroom 103 Total:	$2,013.93
				Queuing System Integration Total:	$2,013.93

QUOTATION: 21389
S&L Integrated Systems, LLC
7 Midway Rd
Thomasville, GA 31757

PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
Courtroom Layout Modifications					
Courtroom 103					
MISC-EXPENSE	S&L	Cabling, hardware and supplies	1.00	$285.71	$285.71
INSTALLATION	S&L	Installation	16.00	$125.00	$2,000.00
				Courtroom 103 Total:	$2,285.71
				Courtroom Layout Modifications Total:	$2,285.71
All Systems					
Other Items					
FREIGHT	S&L	Freight	1.00	$4,780.22	$4,780.22
TRAVEL	S&L	Travel Time	1.00	$6,024.00	$6,024.00
WARRANTY	S&L Integrated	90 Day Workmanship Warranty	1.00	$0.01	$0.01
				Other Items Total:	$10,804.23
				All Systems Total:	$10,804.23
Client Care					
Other Items					
SLI-1YRCC	S&L Integrated	1 Year Client Care	1.00	$14,802.00	$14,802.00
				Other Items Total:	$14,802.00
				Client Care Total:	$14,802.00

QUOTE SUMMARY	
Purchased Equipment:	$97,747.52
Installation Services:	$36,969.00
Shipping and Handling:	$4,780.22
Client Care:	$14,802.01
Subtotal:	$154,298.75
Tax:	$0.00
Total:	$154,298.75

QUOTATION: 21389
S&L Integrated Systems, LLC
7 Midway Rd
Thomasville, GA 31757

Payment Terms

Payment shall be remitted as follows unless pre-authorized by S&L: 50% Deposit at the time of proposal acceptance; 40% Due when installation begins; 10% Due at project completion

Terms and Conditions

Prices are based upon total purchase as a package. Sales tax quoted is for estimating purposes only. Actual sales tax will be calculated at time of invoicing. There is a minimum 15% restocking fee with original packaging on any returns. The general project description is contained in the Scope of Work (SOW). S&L shall install the specified systems as described in the SOW. No additional work shall be preformed outside of the SOW, except where a proposal or change order has been issued by S&L and signed by the customer. Technicians are not authorized to agree to any work outside of the approved SOW and S&L is not bound by any statements or arrangements that are not approved in writing by both parties. All work must be authorized through the Account Executive, Project Manager or Service Representative only. Any required completion dates of this SOW is subject to the Client's timely acceptance of this proposal and manufacturer lead times. Customer agrees to pay S&L for the services rendered in accordance with the SOW and any authorized Change Orders. Payment shall be remitted in accordance to agreed upon terms. Progress payments will be made according to the payment schedule if one has been defined in the proposal. Final billing from S&L shall be submitted to Customer after completion of the SOW. Complete and Final payments made under this Agreement shall be conclusive evidence of the satisfactory performance of the SOW and acceptance of work and materialsAdditionally, it is the responsibility of the Client to review and comply with the general terms and conditions applicable to all projects, which can be found at www.slintegrated.com/terms-and-conditions/

IF YOU WISH TO ACCEPT THIS PROPOSAL AND RELATED STATEMENT OF WORK, PLEASE SIGN AND RETURN		
BUYER:_____ (Print Name)	SIGNATURE:_____	DATE:_____

APPROVED AS TO FORM

Justin R. Lawhon,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA

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 exits 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.
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.

From:	Katie Mincey (Court Administration)
To:	Harley Martin (Court Administration)
Subject:	FW: 2025 Hall County Courtroom AV Upgrades
Date:	Friday, October 10, 2025 3:38:00 PM
Attachments:	image766032.png image482084.png

From: Mark Shively <mshively@buskercom.com>
Sent: Friday, September 26, 2025 1:24 PM
To: Kenny Shoemaker (Court IS) <charles.shoemaker@nejcga.gov>; Bruce Hannaford <bhannaford@buskercom.com>
Cc: Katie Mincey (Court Administration) <katie.mincey@nejcga.gov>
Subject: Re: 2025 Hall County Courtroom AV Upgrades

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

Hi Kenny,

Bruce and I have reviewed and discussed this project. And unfortunately, we will not be unable work with you on this project due to the variety of systems you currently have installed that we don't support ourselves. And due to our work load we would not be able to perform to our high BCI standards.
Thank you for the opportunity. We are looking forward to working with you on future projects. Have a great weekend.

Best Regards,



Mark Shively
Sales Representative
Busker Communications Inc.
M: (404) 428-2378
O: (404) 400-4054
3395 White Sulphur Rd.
Gainesville, GA 30501

This email and any accompanying attachments may contain confidential and proprietary information. If you are not the intended recipient, you are requested to delete this entire communication immediately. Emails cannot be guaranteed to be secure or free of errors or viruses. The sender does not accept any liability or responsibility for any problems that may result from emails you receive.

From: Kenny Shoemaker (Court IS) <charles.shoemaker@nejcga.gov>
Sent: Friday, September 19, 2025 3:35 PM
To: Mark Shively <mshively@buskercom.com>; Bruce Hannaford <bhannaford@buskercom.com>
Cc: Katie Mincey (Court Administration) <katie.mincey@nejcga.gov>
Subject: 2025 Hall County Courtroom AV Upgrades

Good afternoon, Mark and Bruce, Thank you for coming out this morning and getting a vision for what we'd like our courtrooms to look like with existing ARPA funds.

Please see the attached pdf document which goes into a little more detail based on the specifications provided by S&L. There are a few minor things on there we did not discuss: changing the 24" displays to a smaller display (ie, Courtroom 103 where we started, Judge's Monitor Upgrades), a new touch panel in Courtroom 101 (like the one in Courtroom 402 where we ended, Repair Items), and a new Crestron NVX to replace a broken one in Courtroom 202 (like Courtroom 402, Repair Items).

Also, as you saw with the microphone issues in Courtroom 103 this morning, we were looking into a way for more control over Courtroom 103 to implement a queuing system. We were looking at the price to include similar courtroom controls for the Solicitor's Office when they are in control of the AV system, to turn on and off TVs with a display input. This is reference on the attached document as Queueing System Integration and I'm happy to discuss in more detail.

Lastly, we were looking into a Client Care package, a flat warranty/repair package rate to cover all new and existing equipment, 15 (8 State/Superior Crestron rooms, 7 Probate/Juvenile/Magistrate QSC Rooms) courtrooms in total.

Sorry I spaced on those last options earlier today. I'm happy to hop on a call to discuss and/or give more tour time if that would be better.

Thank you,
Kenny Shoemaker
Interim Director
Court Information Systems
Northeastern Judicial Circuit
770-533-7662 – CIS
770-531-2460 – O
678-997-3282 – C
Schedule a Meeting

From: Katie Mincey (Court Administration)
To: Harley Martin (Court Administration)
Subject: FW: Queuing System Integration Hardware
Date: Friday, October 10, 2025 3:39:00 PM

From: Kenny Shoemaker (Court IS) <charles.shoemaker@nejcga.gov>
Sent: Thursday, October 9, 2025 1:26 PM
To: Jason Stephenson (Court Administration) <jason.stephenson@nejcga.gov>; Katie Mincey (Court Administration) <katie.mincey@nejcga.gov>
Subject: FW: Queuing System Integration Hardware

Thank you,
Kenny Shoemaker
Interim Director
Court Information Systems
Northeastern Judicial Circuit
770-533-7662 – CIS
770-531-2460 – O
678-997-3282 – C
Schedule a Meeting

From: Adam Yates <adam@nisewongerav.com>
Sent: Thursday, October 9, 2025 9:10 AM
To: Kenny Shoemaker (Court IS) <charles.shoemaker@nejcga.gov>
Subject: Re: Queuing System Integration Hardware

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HI Kenny,

I completely understand your timeline and unfortunately I'm just not going to be able to meet it. I apologize. I'm on vacation all week next week, so I was trying to get everything completed as possible this week and I just can't make this one happen. I definitely don't want to hold you up from moving forward. There are several variables here that make it difficult to make this project happen even though I'd like to be a part of it and work with you on it. Our timeline is just not going to line up here. Thank you for giving us an opportunity to work with you. Let's connect up again in the future if you have future projects. Thanks so much.

On Wed, Oct 8, 2025 at 5:42 PM Kenny Shoemaker (Court IS) <charles.shoemaker@nejcga.gov> wrote:

> Thanks, Adam, I fully understand that it's a big ask, especially when it is outside of your

standard scope. We are hoping to make a decision for this project by the end of this week, early next week at the latest because of the timeline.

If that doesn't fit your schedule it is totally understandable and we'd be happy to look at anything you have as a comparison.

Thank you,
Kenny Shoemaker
Interim Director
Court Information Systems
Northeastern Judicial Circuit
770-533-7662 – CIS
770-531-2460 – O
678-997-3282 – C
Schedule a Meeting

From: Adam Yates <adam@nisewongerav.com>
Sent: Tuesday, October 7, 2025 11:35 AM
To: Kenny Shoemaker (Court IS) <charles.shoemaker@nejcga.gov>
Subject: Re: Queuing System Integration Hardware

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I'm pushing to try and get this to you this week, but not looking good. I do understand you have a deadline so I completely understand if you need to go a different direction. I really do want to the do the work, but Crestron does make it more challenging for me in general. That's what I'm working through still. THanks.

On Mon, Oct 6, 2025 at 1:31 PM Kenny Shoemaker (Court IS) <charles.shoemaker@nejcga.gov> wrote:

> Thanks for the update, Adam. Not pushing, but do you think you'll be able to have this completed this week?
>
> Thank you,
> Kenny Shoemaker
> Interim Director
> Court Information Systems
> Northeastern Judicial Circuit
> 770-533-7662 – CIS
> 770-531-2460 – O
> 678-997-3282 – C
> Schedule a Meeting
>
> ---
>
> **From:** Adam Yates <adam@nisewongerav.com>
> **Sent:** Friday, October 3, 2025 3:47 PM
> **To:** Kenny Shoemaker (Court IS) <charles.shoemaker@nejcga.gov>

Subject: Re: Queuing System Integration Hardware

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.

Thanks Kenny. Sorry for the lack of communication.

Still working on this. I definitely need some more time. My biggest hurdle is the Crestron equipment, but working on it.

On Sun, Sep 28, 2025 at 12:12 PM Kenny Shoemaker (Court IS) <charles.shoemaker@nejcga.gov> wrote:

> Adam, Thank you for coming out Friday. It was nice meeting you and getting to show you a little bit of our courthouse and the AV systems we are using.
>
> We discussed the ability to switch inputs in Courtroom 103 and I was going to get you the proposal we received back in March. Please see below.
>
> **Queuing System Integration**
> - Provide and install a new AV over IP encoder at the existing equipment rack to support the Owner Furnished PC running the Queuing system.
> - Update the Solicitor's touch panel interface to include a new control option, allowing the Queuing system to be routed to all existing courtroom displays.
> - Provide and install all necessary cabling, connectors, and installation materials to ensure proper connectivity and integration within the AV system.
> - Conduct system programming updates to support the new functionality and ensure seamless operation across all displays.
>
> - DuetE-5_VIS Visionary Solutions A/V Encoder, 4K60 4:4:4 UHD over IP cinema quality ultra-low latency visually lossless switch matrix Qty 1.00
> - MISC-EXPENSE Cabling, installation hardware
> - INSTALLATION and PROGRAMMING
>
> Thank you,
> Kenny Shoemaker
> Interim Director
> Court Information Systems
> Northeastern Judicial Circuit
> 770-533-7662 – CIS
> 770-531-2460 – O
> 678-997-3282 – C
> Schedule a Meeting

--
Adam Yates, CTS
Vice President
Nisewonger AV
 AVIXA Elite Members

(o)770-338-0335
(c)770-362-4441
adam@nisewongerav.com
www.nisewongerav.com

Let us design and install your next AV/technology integration project!
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• Broadcast Video
• Digital Signage
• LED Video Walls
• Interactive Technology
• Flexible Furniture / Room Design
• CTAE Technology Applications

“Keep Smiling”

--
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--
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• CTAE Technology Applications

“Keep Smiling”

Hall County Courts

2025 Judiciary ARPA Grant Request – Project Timeline

September 12, 2025

S&L Integrated is pleased to present a proposal for Hall County Courts to apply for the 2025 Judiciary ARPA Grant. In addition to the complete design and cost proposal, below is a Project Timeline to comply with the ARPA grant requirements.

Proposed Timeline (subject to Courtroom Availability):

- September 12, 2025 – Grant Application submitted by Circuit
- November 14, 2025 – Grant award letter issued to Circuit
- November 15 – November 30, 2025 – Proposal approval by local Board of Commissioners with Notice to Proceed or PO issued NO LATER THAN Dec. 1, 2025
- December 1, 2025 – S&L received signed proposal or PO from County with Notice to Proceed
- December 2, 2025 – Projects converted internally and orders issued for Materials and Supplies. Deposit invoices submitted to Counties for initial payment.
- December 3, 2025 – S&L begins receiving ordered materials (based on availability) to shop-build racks for Programming and Equipment Testing.
- December 1 – December 30, 2025 – AV Equipment and Systems scheduling, and installations begin in each Courtroom (based on product availability). Work includes physical installation, Commissioning, Testing and Customer training.

The Project timeline assumes the following:

- Grant Application award letters and/or Purchase Orders are issued NO LATER THAN December 1, 2025.
- All required infrastructure (NOT provided in the proposal - Power, Data, etc.) is in place and working prior to the installation of any Audio-Visual equipment or systems.
- Courts provide reasonable scheduling access to the Courtrooms for a period of one (1) full week (PER COURTROOM).
- If possible, multiple Courtrooms (not to exceed two (2) per week) could be installed concurrently.
- As needed, Courts will provide consecutive weeks for installation of multiple rooms.
- Courts provide unrestricted access to the Courtrooms, AV/Communications closets, and all cable pathways for the duration of the proposed installation schedule so as not to impede installation progress.
- Normal work hours are 8:00AM – 5:00PM, Monday – Friday (excluding Federal Holidays).
- Extended work hours may be requested to meet the project timeline.
- Based on product availability, we request/reserve the right to substitute similar parts to meet the Project timeline.
- Any part or component that is substituted will have the same (or greater) functionality as the original.
- Any/all substitutions will be documented for the Grant reimbursement.

Please let me know if you have any additional questions or concerns.

Stan Mobley
S&L Integrated Systems
229-378-4700

AGENDA ITEM

Emergency Management

REPORT TO: **Work Session (10/20/25)**

REPORT TO: **Voting Meeting (10/23/25)**

ITEM NO: 562/2025

SUBJECT: Approve the annual contract renewal of Everbridge Mass Notification Alert System for Emergency Management to Everbridge, Inc. of Pasadena, CA, in the amount of $64,914.71.

Meetings:

Work Session Date: 10/20/25

Voting Meeting Date: 10/23/25

Executive Summary:

Presenter: ZB

Recommendation:
Approval

Purpose of Request:
Approve the annual contract renewal of Everbridge Mass Notification Alert System for Emergency Management to Everbridge, Inc. of Pasadena, CA, in the amount of $64,914.71.

History:
Everbridge has been a vendor in good standing with Hall County since 2012.

Facts and Issues:
This notification system is on GSA (Federal Government Contract) and Hall County is allowed to use the contract. This system is used for mass notification of County citizens and employees in the event of inclement weather or other major events that may negatively impact the community.

The GSA Contract No. 47QTCA24D0083 is valid until 04/18/2029. Everbridge, LLC provides this product licensure as a contract via GSA Contract.

Options:

Funding Requested $ 64,914.71

Are funds within current budget? Yes

Source of Funds Emergency Services Fund

Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2025-10-31

Approvals:

Submit	Approve	Purchasing	Budget
ZB	ZB	AY	JM
Finance	**Attorney**	**Administration**	**Clerk**
TS	JL	CR	JR

Attachments:

Financial Supplement
Contract Signature Request
Everbridge Renewal Quote #Q-206850-2
GSA Contract 47QTCA24D0083 Clause Details
GSA Contract 47QTCA24D0083

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 562/2025

Funds Requested: $ 64,914.71

Request Budgeted: Yes

Proposed Source of Funding:

Emergency Services Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	271-EMERGENCY SERVICES FUND	3920-EMA	522202-COMPUTER REPAIRS & MAINTENANCE	$32,457.35
2027	271-EMERGENCY SERVICES FUND	3920-EMA	522202-COMPUTER REPAIRS & MAINTENANCE	$32,457.36

Budget Transfer Items:

Additional Information/Comments:

This renewal is a December to December renewal so it will cross two fiscal years.

Contact for Questions: ZB

Phone: 470-201-0795

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

CONTRACT EXECUTION SIGNATURE REQUEST

Date: September 12, 2025

To: David Gibbs, Chairman, BOC

From: Andy Youngblood, Purchasing Manager

Your signature is requested to execute the attached Contract:

Bid/Contract Number: GSA #47QTCA24D0083

Bid/Contract Name: Everbridge Mass Notification System Renewal

Department(s) Requesting Contract: Emergency Management

Award Recipient Name: Everbridge, Inc.

Contract Description:

☒ Annual Contract ☐ New ☐ Renewal

FY 2025 Projected Spend: $64,914.71

☐ Price Increase Requested Increase Percentage: N/A

☒ Project/Service Contract FY 2026 Estimated Amount:$64,914.71

☐ Product Contract Estimated Amount:

Comment:

This system is used for mass notification of County citizens and employees in the event of inclement weather or other major events that may negatively impact the community. The FY 2026 Estimated amount has been reviewed against the projected FY 2026 budget by Finance.

everbridge

everbridge.com

Prepared for:
Zachary Brackett
Hall County Emergency Management
PO Box 907730
Gainesville GA 30501
United States
Ph: +1.434.924.0311
Fax:
Email: zb5x@virginia.edu

Quotation

Quote #: Q-206850-2
Date: 8/19/2025
Expires On: 11/28/2025
Confidential

Salesperson: Dwight Paul
Phone:
Email: dwight.paul@everbridge.com
Payment Term: Net 30
Entity ID: Everbridge, Inc. - 26-1919312

Contract Summary Information:	
Contract Period:	12 Months
Contract Start Date:	12/14/2025
Contract End Date:	12/13/2026

Year 1

Qty	Product Code	Description	GSA Classification	Price
453,250	101-00-11-1060-000	Smart Weather Alerting (includes 1 location in base weather subscription) - SW & CB MN Corp 15	GSA Product	USD 103.00
1	101-01-11-1001-000	Everbridge Additional Organization	GSA Product	USD 103.00
453,250	101-11-11-0254-000	Mass Notification Base - TEST 5	GSA Product	USD 64,492.40
453,250	101-99-11-0214-000	Nixle Engage	Open Market	USD 103.00
453,250	101-01-11-1027-000	Everbridge Community Engagement	GSA Product	USD 113.31
			Year 1 TOTAL:	USD 64,914.71

Pricing Summary:

Year One Fees:	USD 64,914.71
One-time Implementation and Setup Fees:	USD 0.00
Professional Services:	USD 0.00
Total Year One Fees Due:	**USD 64,914.71**

Messaging Credits Summary:

	Initial Credits Allowance	Additional Credits Purchased	Total Credits
Year 1	8,500,000	0	8,500,000

Quote Terms:

1. Quote subject to terms & conditions of GSA Contract No. 47QTCA24D0083 and the GSA Approved End User License Agreement ("EULA"), the latter of which is attached hereto and incorporated by reference.
2. Messaging Credits listed above can be used for Notifications and expire at the end of each year. Consumption of Messaging Credits in excess of these amounts in any year will incur additional charges.
3. Subject to sales taxes where applicable.
4. The supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override GSA Contract No. 47QTCA24D0083, or the EULA.

Please, Sign, Date and Return:

Signature:	Shirley Devlin-Lebow Shirley Devlin-Lebow (Oct 14, 2025 06:28:50 PDT)	**Date:**	Oct 14, 2025
Name (Print):	Shirley Devlin-Lebow	**Title:**	CAO

Please, Sign, Date and Return:

Signature:		**Date:**	
Name (Print):		**Title:**	

Everbridge, Inc.
8300 Boone Blvd, Suite 800
Vienna,VA 22182
(818) 230-9700
THANK YOU FOR YOUR BUSINESS!

everbridge

Everbridge, Inc.
GSA Approved End User License Agreement - SaaS

This End User License Agreement (**"Agreement"**) is entered into by and between Everbridge, Inc. (**"Everbridge"**) and an Ordering Activity, an entity entitled to order under GSA Schedule contracts as defined in GSA Order ADM 4800.2H, as may be revised from time to time (**"Client"**), effective on the date of signature by an authorized signatory on the Quote or other ordering document (**"Effective Date"**). Everbridge and Client are each hereinafter sometimes referred to as a **"Party"** and collectively, the **"Parties."**

1. SERVICES.

1.1 Orders. Everbridge shall provide Client access to its proprietary interactive communication solutions (the "**Solutions**") subject to the terms and conditions set forth in this Agreement and the description of services and pricing provided in the applicable quote or other ordering document (e.g., statement of work) (the "**Quote**") and the applicable Solution documentation (the "**Documentation**"). If applicable, Everbridge shall provide the training and professional services ("**Professional Services**") set forth in the Quote. Collectively, the Solutions and Professional Services are referred to as the "**Services**". Everbridge shall provide Client with login and password information for each User (as defined below) and will configure the Solutions based on the maximum number of Contacts (as defined below) or Users, as applicable depending on the Solutions ordered. Client shall undergo the initial setup and training as set forth in the onboarding Documentation within sixty (60) days of the Effective Date. Unless otherwise provided in the applicable Quote or Documentation, Services are purchased as annual subscriptions.

1.2 Users; Contacts. "**Users**" are individuals who are authorized by Client from time to time to use the Solutions for the purposes of sending notifications, configuring templates, reporting or managing data, serving as system administrators, or performing similar functions, and who have been supplied user identifications and passwords by Client. Users may include employees and contractors of Client or an Included Department. "**Included Department**" means any enterprise department, office, agency, or other entity that receives a majority of its funding from the same general or enterprise fund, as applicable, as the Client. "**Contacts**" are individuals who Client contacts through the Solutions and/or who provides their personal contact information to Everbridge, including through an opt-in portal. If applicable to the particular Solution, the number of Users and/or Contacts that may be authorized by Client is set forth on the Quote.

2. PAYMENT TERMS. Everbridge shall invoice Client annually in advance for all Solutions and Professional Services, and Client shall pay the fees set forth in the Quote within thirty (30) days from date of invoice. All pricing must be consistent with the Schedule Price List. If Client exceeds any role-based numbers, messaging credits or other usage levels consistent with the Schedule Price list. All Professional Services must be used within 12 months from date of purchase.

3. RESPONSIBILITIES.

3.1 Client Data. Client shall retain all ownership rights in all Contact data and all electronic data Client transmits to Everbridge to or through the Solutions ("**Client Data**"). Client represents that it has the right to authorize and hereby does authorize Everbridge to collect, store and process Client Data subject to the terms of this Agreement. Client shall maintain a copy of all Contact data it provides to Everbridge.

3.2 Use of Solutions. Client is responsible for all activity occurring under Client's account(s) and shall comply with all applicable Privacy Laws (as defined below) and all other applicable laws and regulations in connection with Client's use of the Services, including its provision of Client Data to Everbridge. Client shall be responsible for ensuring that there is a lawful basis for sending communications through the Solutions to Contacts including, where applicable, obtaining the required consent of Contacts. Client shall use the Service in accordance with Everbridge's then applicable Acceptable Use Policy posted on www.everbridge.com. Client shall promptly notify Everbridge of any unauthorized use of any password or account of which Client becomes aware. Client acknowledges that the Solutions are a passive conduit for the transmission of Client Data, and Everbridge has no obligation to screen, preview or monitor content, and shall have no liability for any errors or omissions or for any defamatory, libelous, offensive or otherwise unlawful content in any Client Data, or for any losses, damages, claims, or other actions arising out of or in connection with any data sent, accessed, posted or otherwise transmitted via the Solutions by Client, Users or Contacts, except to the extent such losses are caused directly by the acts or omissions of Everbridge personnel.

3.3 Data Privacy. Everbridge shall abide by all applicable Privacy Laws in connection with the operation of the Solutions. "**Privacy Laws**" means all U.S. federal and state laws and regulations regarding consumer and data protection and privacy.

3.4 Data Security. Everbridge's IT security and compliance program includes the following standards generally adopted by industry leading SaaS providers: (i) reasonable and appropriate technical, organizational, and security measures against the destruction, loss, unavailability, unauthorized access or alteration of Client Data in the possession or under the control of Everbridge, including measures to ensure the availability of information following interruption to, or failure of, critical business processes; and (ii) an annual assessment of its security controls performed by an accredited third party audit firm in accordance with the Statement on Standards for Attestation Engagements No. 18 (SSAE 18). Upon request, Everbridge shall provide Client with a copy of its current SSAE 18 SOC 2 report. Everbridge's security framework is based on the security requirements and controls within US National Institute of Standards and Technology (NIST) Special Publication 800-53 – Security and Privacy Controls for Information Systems and Organizations. The NIST 800-53 security requirement standard has direct mapping to other security and data privacy frameworks, including global information security standard ISO 27001, HIPAA-HITECH, and HITRUST. The data security procedures that Everbridge follows when providing the Solutions are included at the following URL: https://docs.everbridge.com/cdn/legal/Data-Security-Exhibit.pdf.

4. TERM. The term of this Agreement shall begin on the Effective Date and shall expire when all underlying Quotes with Client or its Affiliates have expired in accordance with the terms of such Quotes, unless terminated earlier as provided herein.

5. SUSPENSION.

5.1 Suspension. Everbridge may temporarily suspend Client's access to the Solutions or any portion thereof for (i) emergency network repairs, threats to, or actual breach of network security; or (ii) any legal, regulatory, or governmental prohibition affecting the Solution. Everbridge shall use its best efforts to notify Client through its Client Portal and/or via email prior to such suspension and shall reactivate any affected portion of the Solution as soon as possible.

6. PROPRIETARY RIGHTS.

6.1 Grant of License. Subject to the terms and conditions of this Agreement, Everbridge hereby grants to Client, during the term of this Agreement, a limited, non-exclusive, non-transferable, non-sublicensable right to use the Solutions.

6.2 Restrictions. Client shall use the Solution solely for its internal business purposes. In particular, Client's use of the Solutions shall not include service bureau use, outsourcing, renting, reselling, sublicensing, or time-sharing. Client shall not (i) sell, transfer, assign, distribute or otherwise commercially exploit or make the Solution available to any third party except as expressly set forth herein; (ii) modify or make derivative works based upon the Solution; (iii) reverse engineer the Solution; (iv) remove, obscure or alter any proprietary notices or labels on the Solution or any materials made available by Everbridge; (v) use, post, transmit or introduce any device, software or routine (including viruses, worms or other harmful code) which interferes or attempts to interfere with the operation of the Solution; or (vi) defeat or attempt to defeat any security mechanism of any Solution.

6.3 Reservation of Rights. The Solutions (including all associated computer software (whether in source code, object code, or other form), databases, indexing, search, and retrieval methods and routines, HTML, active server pages, intranet pages, and similar materials) and all intellectual property and other rights, title, and interest therein (collectively, "**IP Rights**"), whether conceived by Everbridge alone or in conjunction with others, constitute Confidential Information and the valuable intellectual property, proprietary material, and trade secrets of Everbridge and its licensors and are protected by applicable intellectual property laws of the United States and other countries. Everbridge owns (i) all voluntary feedback regarding the design or operation of the Services (except for the Client Data) provided to Everbridge by Users, Client and Contacts in conjunction with the Services, and (ii) all aggregated and anonymized transactional, performance, derivative data and metadata generated in connection with the Solutions, which are generally used to improve the functionality and performance of the Services. Except for the rights expressly granted to Client in this Agreement, all rights in and to the Solutions and all of the foregoing elements thereof (including the rights to any work product resulting from Professional Services and to any modification, enhancement, configuration or derivative work of the Solutions) are and shall remain solely owned by Everbridge and its respective licensors. Everbridge may use and provide Solutions and Professional Services to others that are similar to those provided to Client hereunder, and Everbridge may use in engagements with others any knowledge, skills, experience, ideas, concepts, know-how and techniques used or gained in the provision of the Solutions or Professional Services to Client, provided that, in each case, no Client Data or Client Confidential Information is disclosed thereby.

7. CONFIDENTIAL INFORMATION.

7.1 Definition. "Confidential Information" means all information of a Party (**"Disclosing Party"**) disclosed to the other Party (**"Receiving Party"**), whether orally, electronically, in writing, or by inspection of tangible objects (including, without limitation, documents or prototypes), that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes without limitation, all Client Data, the Solutions, and either Party's business and marketing plans, technology and technical information, product designs, reports and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to Disclosing Party; (ii) was known to Receiving Party prior to its disclosure by Disclosing Party without breach of any obligation owed to Disclosing Party; (iii) was independently developed by Receiving Party without breach of any obligation owed to Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to Disclosing Party.

7.2 Protection. Receiving Party shall not disclose or use any Confidential Information of Disclosing Party for any purpose other than performance or enforcement of this Agreement without Disclosing Party's prior written consent. If Receiving Party is compelled by law to disclose Confidential Information of Disclosing Party, including under the Freedom of Information Act or other public information request (i.e., "state sunshine" laws) it shall provide Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest the disclosure. Receiving Party shall protect the confidentiality of Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care). Receiving Party shall promptly notify Disclosing Party if it becomes aware of any breach of confidentiality of Disclosing Party's Confidential Information.

7.3 Upon Termination. Upon any termination of this Agreement, the Receiving Party shall continue to maintain the confidentiality of the Disclosing Party's Confidential Information and, upon request and to the extent practicable, destroy all materials containing such Confidential Information. Notwithstanding the foregoing, either Party may retain a copy of any Confidential Information if required by applicable law or regulation, in accordance with internal compliance policy, or pursuant to automatic computer archiving and back-up procedures, subject at all times to the continuing applicability of the provisions of this Agreement.

8. WARRANTIES; DISCLAIMER.

8.1 Everbridge Warranty. During the duration of the Term, Everbridge shall provide the Solutions in material compliance with the functionality and specifications set forth on the applicable Solution Documentation during the period the Services are purchased. Everbridge shall provide 24X7X365 Client support in accordance with its most recently published Support Services Guide. Professional Services shall be performed in a professional manner consistent with industry standards.

8.2 Disclaimer. THE FOREGOING REPRESENT THE ONLY WARRANTIES MADE BY EVERBRIDGE HEREUNDER, AND EVERBRIDGE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. EVERBRIDGE DOES NOT WARRANT THAT THE SOLUTION WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL EVERBRIDGE HAVE ANY LIABILITY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE SOLUTION TO DELIVER AN ELECTRONIC COMMUNICATION, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF EVERBRIDGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

8.3 SMS Transmission. CLIENT ACKNOWLEDGES THAT THE USE OF SHORT MESSAGING SERVICES ("SMS"), ALSO KNOWN AS TEXT MESSAGING, AS A MEANS OF SENDING MESSAGES INVOLVES A REASONABLY LIKELY POSSIBILITY FROM TIME TO TIME OF DELAYED, UNDELIVERED, OR INCOMPLETE MESSAGES AND THAT THE PROCESS OF TRANSMITTING SMS MESSAGES CAN BE UNRELIABLE AND INCLUDE MULTIPLE THIRD PARTIES THAT PARTICIPATE IN THE TRANSMISSION PROCESS, INCLUDING MOBILE NETWORK OPERATORS AND INTERMEDIARY TRANSMISSION COMPANIES. ACCORDINGLY, EVERBRIDGE RECOMMENDS THAT SMS MESSAGING NOT BE USED AS THE SOLE MEANS OF COMMUNICATION IN AN EMERGENCY SITUATION.

9. INDEMNIFICATION.

9.1 By Everbridge. Everbridge shall defend, indemnify and hold Client harmless from and against any Claim against Client arising out of (i) any breach by Everbridge of applicable Privacy Laws; (ii) any breach by Everbridge of its data security obligations under Section 3.4; or (iii) an allegation that the Solution as contemplated hereunder infringes an issued patent or other IP Right in a country in which the Solution is provided to Client. If (x) any aspect of the Solution is found or, in Everbridge's reasonable opinion is likely to be found, to infringe upon the IP Right of a third party or (y) the continued use of the Solution is enjoined, then Everbridge will promptly and at its own cost and expense at its option: (i) obtain for Client the right to continue using the Solution; (ii) modify such aspect of the Solution so that it is non-infringing; or (iii) replace such aspect of the Solution with a non-infringing functional equivalent. If, after all commercially reasonable efforts, Everbridge determines in good faith that options (i) - (iii) are not feasible, Everbridge will remove the infringing items from the Solution and refund to Client on a pro-rata basis any prepaid unused fees paid for such infringing element. The remedies set forth in this Section 9.2 are Client's exclusive remedy for Claims for infringement of an IP Right. Everbridge shall have no obligation or liability for any claim pursuant to this Section to the extent arising from: (i) the combinations, operation, or use of the Solution supplied under this Agreement with any product, device, or software not supplied by Everbridge to the extent the combination creates the infringement; (ii) the unauthorized alteration or modification by Client of the Solution; or (iii) Everbridge's compliance with Client's designs, specifications, requests, or instructions pursuant to an engagement for Everbridge Professional Services relating to the Solution to the extent the claim of infringement is based on the foregoing.

9.2 Indemnification Process. The indemnifying party's obligations under this Section 9 are contingent upon the indemnified party (a) promptly giving notice of the Claim to the indemnifying party once the Claim is known; (b) giving the indemnifying party sole control of the defense and settlement of the Claim (provided that the indemnifying party may not settle such Claim unless such settlement unconditionally releases the indemnified party of all liability and does not adversely affect the indemnified party's business or service); and (c) providing the indemnifying party all available information and reasonable assistance.

10. LIABILITY LIMITS. To the maximum extent permitted by law, neither Party shall have any liability to the other Party for any indirect, special, incidental, punitive, or consequential damages, however caused, under any theory of liability, and whether or not the Party has been advised of the possibility of such damage. Except for its indemnification obligations under Section 9, notwithstanding anything in this Agreement to the contrary, in no event shall Everbridge's aggregate liability, regardless of whether any action or claim is based on warranty, contract, tort or otherwise, exceed amounts paid or due by Client to Everbridge hereunder during the 12-month period prior to the event giving rise to such liability. Client understands and agrees that these liability limits reflect the allocation of risk between the Parties and are essential elements of the basis of the bargain, the absence of which would require substantially different economic terms. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Agreement under any federal fraud statute. Furthermore, this clause shall not impair nor prejudice the U.S. Government's right to express remedies provided in the schedule contract (i.e. Price Reductions, Patent Indemnification, Liability for Injury or Damage, Price Adjustment, Failure to Provide Accurate Information).

11. INSURANCE. Everbridge will maintain during the term of this Agreement the following coverages: (i) General Liability insurance, with liability limits of at least $5,000,000; (ii) Network Technology/Cyber Liability coverage with limits of at least $5,000,000; and (iii) workers' compensation insurance as required by the state or local law in which the work is performed. Upon request by Client, Everbridge shall provide Client a certificate of insurance evidencing such coverages.

12. MISCELLANEOUS.

12.1 Non-Solicitation. As additional protection for Everbridge's proprietary information, for so long as this Agreement remains in effect, and for one year thereafter, Client agrees that it shall not, directly or indirectly, solicit, hire or attempt to solicit any employees of Everbridge; provided, that a general solicitation to the public for employment is not prohibited under this section.

12.2 Force Majeure; Limitations. See GSA Schedule 70 contract and individual ordering document.

12.3 Waiver; Severability. The failure of either Party hereto to enforce at any time any of the provisions or terms of this Agreement shall in no way be considered to be a waiver of such provisions. If any provision of this Agreement is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed deleted or revised, and the remaining provisions shall continue in full force and effect to the maximum extent possible so as to give effect to the intent of the Parties.

12.4 Assignment. Neither this Agreement nor any rights granted hereunder may be sold, leased, assigned (including an assignment by operation of law), or otherwise transferred, in whole or in part, by Client, and any such attempted assignment shall be void and of no effect without the advance written consent of Everbridge, which shall not be unreasonably withheld.

12.5 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Georgia and the federal laws of the United States of America as may be so applicable. The parties hereto agree that any action resulting from this Agreement will be filed in the Superior or Federal Court located in Hall County, Georgia and both parties waive any objections to venue and agree to submit themselves to the jurisdiction of the aforementioned Courts.

12.6 Notices. Legal notices (e.g., claimed breach or termination) to be provided under this Agreement shall be delivered in writing (a) in person, (b) by nationally recognized overnight delivery service, or (c) by U.S. certified or first class mail to the other party as set forth on the signature page hereto. All legal notices shall be deemed to have been given upon receipt or, if under (c), three (3) business days after being deposited in the mail. Either party may change its address by giving notice of the new address to the other party pursuant to this Section and identifying the effective date of such change. Everbridge may provide all other notices to Client's billing contact on the Client Registration Form or, with respect to availability, upgrades or maintenance of the Solutions, to the Everbridge Support Center.

12.7 No Third-Party Beneficiaries. There are no third- party beneficiaries to this Agreement.

12.8 Survival. Sections 2, 3.1, 6, 7, 9, 10 11, 12 and the applicable provisions of Exhibit A shall survive the expiration or earlier termination of this Agreement.

12.9 Equal Employment Opportunity. Everbridge, Inc. is a government contractor and is subject to the requirements of Executive Order 11246, the Rehabilitation Assistance Act and VEVRAA. Pursuant to these requirements, the Equal Opportunity Clauses found at 41 Code of Federal Regulations sections 60-1.4(a) (1-7), sections 60-250.4(a-m), sections 60-300.5 (1-11) and sections 60-741.5 (a) (1-6) are incorporated herein by reference as though set forth at length, and made an express part of this Agreement.

12.10 Export Compliant. Neither Party shall export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval. Client shall not permit Users to send notifications to a Contact in a U.S. embargoed country or in violation of any U.S. export law or regulation.

12.11 U.S. Government End-Users. The Solutions and related documentation are "commercial items" as defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, U.S. government Clients and end-users acquire licenses to the Solutions and related documentation with only those rights set forth herein.

12.12 General. Any right, obligation or condition that, by its express terms or nature and context is intended to survive the termination or expiration of this Agreement, shall survive any such termination or expiration hereof. This Agreement, and any other document referencing and governed by this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but which together shall constitute the same agreement. Each Party agrees to be bound by its digital or electronic signature, whether transmitted by fax machine, in the form of an electronically scanned image (e.g., in .pdf form), by email, or by other means of e-signature technology, and each Party agrees that it shall accept the signature of the other Party transmitted in such a manner.

EXHIBIT A
Additional Business Terms

The following additional business terms are incorporated by reference into the Agreement as applicable based on the particular products and services described on the Quote.

If Client Is Ordering Nixle® Products or Community Engagement:

1. Client grants to Everbridge a non-exclusive, royalty free, worldwide and perpetual right and license (including sublicense) to (a) use, copy, display, disseminate, publish, translate, reformat and create derivative works from communications Client sends through the Solutions for public facing communications to citizens, other public groups and public facing websites, including social media (e.g., Google®, Facebook®) (collectively, "**Public Communications**"), (b) use and display Client's trademarks, service marks and logos, solely as part of the Public Communications to Contacts who have opted in to receive those Communications, and on other websites where Everbridge displays your Public Communications, as applicable, and (c) place a widget on Client's website in order to drive Contact opt-in registrations. Client further acknowledges and agrees that all personal information from individuals registering through such widget is owned expressly by Everbridge and such information will be governed by the applicable Privacy Policy.

If Client Is Ordering Everbridge Suite Products:

1. **Messaging Credits.** The Solutions include units of usage ("**Messaging Credits**") for communications sent by Client through the Solutions to multiple Contacts via one or more communication paths ("**Notifications**"). No Messaging Credits shall be required to send Notifications by push notification (Everbridge mobile application), by email or by pager. If Client's use of the Solutions exceeds the amount of Messaging Credits allocated to the account or previously purchased, Client shall pay for such overages and charges back to the date they were incurred. Unused Messaging Credits expire at the end of the annual billing period under the applicable Quote and are not refundable. Additional Messaging Credits may be purchased separately.

2. **Usage.** Messaging Credits shall be applied per Notification sent by Client through the Solutions. A single Notification is defined as follows:

   - SMS Text messages:
     i. For messages that contain only GSM characters, each 153 characters or portion thereof.
     ii. For messages that contain any non-GSM characters, each 67 characters or portion thereof.
     iii. GSM characters include only characters in the GSM 7-bit default alphabet.
     iv. Character limits for SMS Text messages are determined by telecommunication providers. Everbridge reserves the right to change the length of a single SMS Text message if telecommunication providers update these amounts.
   - Voice messages or Conference Voice: One minute or portion of a minute of the voice message, calculated on a cumulative basis per month, per destination country.
   - TTY: One minute per TTY message.
   - Fax: Per page transmitted.

3. **Role-based Limits.** If Client exceeds any role-based limits (such as the number of Contacts, Resolvers or authorized users of a Solution) set forth on the applicable Quote, Client shall pay for such additional role-based numbers as of the date that the overage began. Payment shall be at the role-based number rate in the Quote and shall be paid for the duration of the term of such Quote.

4. **Other Usage Limits.** If the applicable Quote sets forth any geographic, departmental, entity-based or other limitation on usage of the Solutions, then Client's use of the Solutions is expressly limited to Contacts who are based in such geographic area, department or entity or who otherwise meet the usage limitation criteria specified in the Quote. Client's use of the Solutions with any Contacts who are not included within such limitations shall constitute a material default under this Agreement and shall subject such Client to additional charges for such unauthorized usage.

5. **Data Feeds.** Client shall not use any automated device, computer program, software, tool, algorithm, bot or similar process to mine or systematically scrape or extract data from any of the products, except as authorized in writing by Everbridge. Notwithstanding anything to the contrary in this Agreement, to the extent that Client has purchased or accesses Data Feeds, the content such feeds are provided solely on an "AS IS" and "AS AVAILABLE" basis and Everbridge disclaims any and all liability of any kind or nature resulting from (a) any inaccuracies or failures with respect to such Data Feeds or (b) any actions taken by Client as a result of its use of the Solutions or its content. All Data Feeds are provided solely as a convenience and do not constitute an endorsement by Everbridge. The sole and exclusive remedy for any failure, defect, or inability to access the content of such Data Feed shall be to terminate the Data Feed with no further payments due. **"Data Feed"** means data content or websites licensed or provided by third parties to Everbridge and supplied to Client in connection with the Solution (e.g., real time weather system information and warnings, 911 data, third party maps, and situational intelligence) or publicly-available information that Client accesses on the Internet while using the Services. Clients purchasing Visual Command Center or Signal products further agree that they will comply with the Data Feed Terms and Conditions found at https://www.everbridge.com/wp-content/uploads/Data-Feed-Terms-and-Conditions-Oct-2019.pdf.

6. **Resident Connection Data**. If a Client is purchasing Resident Connection Data, Everbridge provides to Client a limited, non-exclusive, non-transferable, non-sublicensable, right to use mobile, landline and VoIP telephone records (**"Resident Connection Data"**) in connection with emergency notifications sent through the Everbridge Solutions. Resident Connection Data is Confidential Information of Everbridge and is subject to the confidentiality obligations in Section 7 and the license restrictions in Section 6.2 of this Agreement. Unless provided herein, Resident Connection Data is owned expressly by Everbridge and rights to use such data terminates upon the termination or expiration of this Agreement.

Non-Emergency Messaging

1. If Client is using the solution to send non-emergency calls, text messages or emails to consumers, Client expressly agrees to comply with the Telephone Consumer Protection Act of 1991, including its implementing regulations, and any other similar laws and regulation (collectively, **"Consumer Protection Law").** Client shall not violate these or others applicable laws and warrants that it shall receive express consent from Contacts if its messages fall within these Consumer Protection Laws.

EXHIBIT B
IPAWS- CMAS/WEA Addendum

This addendum is incorporated by reference into the Agreement as applicable based on the particular products and services described on the Quote.

1 **IPAWS Authorization.** Client represents and warrants to Everbridge that any employee, agents, or representatives of Client who access IPAWS-OPEN using Client's credentials provided by FEMA (each, an "IPAWS User"), are authorized by FEMA to use IPAWS-OPEN, have completed all required training, and Client has executed an IPAWS Memorandum of Agreement ("MOA") with FEMA. Client shall contact Everbridge immediately upon any change in Client or any IPAWS User's right to access IPAWS-OPEN. Client shall only access IPAWS-OPEN using its designated credentials and FEMA issued digital certificate ("Digital Certificate"). Client acknowledges and agrees that Everbridge shall not have access to its credentials and that Client assumes full responsibility for maintaining the confidentiality of any credentials issued to it. Client shall be solely responsible for any and all claims, damages, expenses (including attorneys' fees and costs) that arise from any unauthorized use or access to IPAWS-OPEN.

2. **Credentials.** Client shall load and maintain within its Everbridge account Organization, its Digital Certificate, COG ID, and Common Name. Client authorizes and requests Everbridge to use the foregoing stored information to connect Client to IPAWS-OPEN.

3. **Messaging.** Client acknowledges and agrees that: (i) upon submission of messages to IPAWS-OPEN, Everbridge shall have no further liability for the distribution of such message, and that the distribution through IPAWS-OPEN, including, but not limited to, delivery through the Emergency Alert System or the Commercial Mobile Alert System, is in no way guaranteed or controlled by Everbridge; (ii) Everbridge shall not be liable as a result of any failure to receive messages distributed through IPAWS-OPEN; (iii) IPAWS may include additional features not supported through the Everbridge system, and Everbridge shall not be required to provide such additional features to Client; and (iv) Client shall be solely responsible and liable for the content of any and all messages sent through IPAWS-OPEN utilizing its access codes.

4. **Term.** Client acknowledges and agrees that access to IPAWS-OPEN shall be available once Client has provided Everbridge with the Digital Certificate and any other reasonably requested information to verify access to the system. Upon termination of the Agreement access to IPAWS-OPEN shall immediately terminate. In addition, Everbridge may immediately terminate, without liability, access to IPAWS-OPEN, if Client breaches this Addendum, the MOA, or FEMA changes the IPAWS-OPEN system so that it materially change the business terms and/or feasibility for Everbridge to provide such access.

Everbridge Community Engagement – SLG

Overview

The Community Engagement solution supports easy opt-in capabilities for both public and private events. Gathering opt-ins, whether the general public or internal stakeholders, can be very difficult. With mobile keywords, large groups of people can easily opt-in to a database by texting a keyword. Additionally, the Visitor Engagement solution allows you to publish event-focused web pages to increase the visibility and safety of your event.

Usage

- Unlimited email notifications
- Unlimited Facebook & Twitter postings
- Unlimited Everbridge mobile app push notifications
- SMS, Voic, Fax, conference calls, TTY communications and notifications are subject to the Everbridge Credit Based Usage Policy.
- Our service transmits messages through various channels using standard protocols. Messaging services like email, voice calls, and SMS may experience delays or undelivered messages due to third parties, often chosen by you or the recipient (e.g., busy signal, carrier network issues, or dead battery). We cannot guarantee delivery and advise against relying solely on one messaging channel for important communications.
- Our service supports messaging through various channels, subject to usage limits ("Message Credits"). Your Quote or pricing document outlines your annual Message Credit Limit. This limit includes unlimited push notifications via our app, email, or pager, and a maximum number of individual messages before incurring extra costs. You can monitor your Message Credit usage, limit, and remaining credits on our Client Portal. If you exceed your limit, we may charge you for overages. We advise purchasing more Message Credits if you are close to your limit. Additional Message Credits can be bought anytime.

    - Each of the following is counted as a single message credit:
        - SMS Text messages:
            - For messages that contain only GSM characters, each 153 characters or portion thereof.
            - For messages that contain any non-GSM characters, each 67 characters or portion thereof.

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    - GSM characters include only characters in the GSM 7-bit default alphabet.
    - Character limits for SMS Text messages are determined by telecommunication providers. Everbridge reserves the right to change the length of a single SMS Text message if telecommunication providers update these amounts.
  - Voice messages or Conference Voice: One minute or portion of a minute of the voice message, calculated on a cumulative basis per month, per destination country.
  - TTY: One minute per TTY message.
  - Fax: Per Page Transmitted.
-

*For details, please refer to the **Messaging Credits System Inclusion.***

Core Platform Access

- Unlimited administrators for Web-based portal to initiate messages, reporting and administration
- Unlimited number of keyword opt-in recipients
- Access to five event keywords
- Access to public and private event web pages that are integrated with the Member Portal and can include registration widgets and social sharing options (so visitors can share your notifications to their social networks)

Key features

- Publish event-based notifications via email and SMS
- Publish event-based notifications directly to Facebook and Twitter
- Publish event-based notifications directly to event web pages
- Publish event-based notifications directly to Member Portal
- Automatic opt-in* expirations
- Zip Code opt-in* functionality for residents
- Google Public Alerts integration
- SMPP based SMS text messaging
- Messaging templates to speed up communications
- SMS, email, delivery reporting
- Client hereby grants to Company a non-exclusive, royalty free and fully-paid, transferable, worldwide, irrevocable, and perpetual right and license (including the right to sublicense through multiple tiers of sublicensees) to (a) use, copy, display, disseminate, publicly perform, publicly display, digitally transmit, publish, translate, reformat, create derivative works from, and otherwise use communications Client sends through the Solutions ("**Client Communications**") as necessary to provide the applicable Solutions and for public facing communications to citizens, other public groups and public facing websites, including social media (e.g., Google Alerts, National Center for Missing & Exploited Children) and users of the Nixle service (collectively, "**Public Communications**"), (b) use and display Client's trademarks, service marks and logos, in

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connection with providing the applicable Solutions, including any Public Communications, and (c) to use, sell, offer to sell, and otherwise exploit any product or service based on, embodying, incorporating, or derived from the Client Communications. Client hereby grants to Company a non-exclusive, fully-paid right to place a widget on Client's website to facilitate Contact opt-in registrations to the applicable Solutions. Client further acknowledges and agrees that all personal information collected from or about individuals registering through such widget by Company shall be controlled and processed by Company in accordance with the Nixle Services-Specific Data Practices in Company's privacy notice available at https://www.everbridge.com/about/legal/everbridge-global-privacy-notice.

Set-up, Implementation & Support

- Self-service administrative set up, configuration and default preferences
- Initial member data upload and test broadcast support
- Unlimited access to Everbridge University classes
- 24x7 Customer Support (phone, web, email)
- To enable our customer support teams to more effectively solve our customers' support-related issues, we use an artificial intelligence feature to provide analytics, suggest guidance, and improve our knowledge base. Access to support tickets is required for the feature to operate.
- Global Support/Operations Centers for Redundant Live Support

For more information about the policies that apply to our Services and how you use them, refer to our Policy Page https://www.everbridge.com/company-policies. You will obtain all requisite permissions or consents to support your use. For more information on the accreditations, certifications and operational practices relevant to the Service(s) you have purchased from us, refer to trust.everbridge.com.

Everbridge Mass Notification Base for State and Local Government

Overview

Everbridge Mass Notification Base for SLG allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. Everbridge Mass Notification is supported by state-of-the-art security protocols, elastic infrastructure, advanced mobility, interactive reporting, adaptive people, and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options.

Below is a list of key system inclusions with your new Everbridge Mass Notification system.

Usage

- Unlimited email notifications
- Unlimited Everbridge mobile app push notifications
- SMS, Voic, Fax, conference calls, TTY communications and notifications are subject to the Everbridge Credit Based Usage Policy.
- Our service transmits messages through various channels using standard protocols. Messaging services like email, voice calls, and SMS may experience delays or undelivered messages due to third parties, often chosen by you or the recipient (e.g., busy signal, carrier network issues, or dead battery). We cannot guarantee delivery and advise against relying solely on one messaging channel for important communications.
- Our service supports messaging through various channels, subject to usage limits ("Message Credits"). Your Quote or pricing document outlines your annual Message Credit Limit. This limit includes unlimited push notifications via our app, email, or pager, and a maximum number of individual messages before incurring extra costs. You can monitor your Message Credit usage, limit, and remaining credits on our Client Portal. If you exceed your limit, we may charge you for overages. We advise purchasing more Message Credits if you are close to your limit. Additional Message Credits can be bought anytime.
- Each of the following is counted as a single message credit:
  - SMS Text messages:
    - For messages that contain only GSM characters, each 153 characters or portion thereof.
    - For messages that contain any non-GSM characters, each 67 characters or portion thereof.
    - GSM characters include only characters in the GSM 7-bit default alphabet.

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    - Character limits for SMS Text messages are determined by telecommunication providers. Everbridge reserves the right to change the length of a single SMS Text message if telecommunication providers update these amounts.
- Voice messages or Conference Voice: One minute or portion of a minute of the voice message, calculated on a cumulative basis per month, per destination country.
- TTY: One minute per TTY message.
- Fax: Per Page Transmitted.

Core Platform Access

- Unlimited Users for web-based portal to initiate messages, reporting, and administration
- Unlimited Users for ManageBridge Application (iOS, Android) and Mobile Optimized Notification Site
- Three (3) Organization with unlimited nested static and dynamic groups
- One (1) Contact Data Location per organization in the United States, Germany, Canada, or the United
- Kingdom
- Access to Incident Management
- Access to Incident Chat for responders to coordinate and collaborate

Key features

- SMPP based True SMS text messaging
- Multi-language Text to Speech Engine and Custom Voice Recording
- 4 Everbridge basic conference bridge codes
- 4 Smart Conference bridge lines
- Public Incident Zone – Alert residents through Everbridge Mobile App on their entry into the impacted area Mobile app check-in functionality that allows users to provide their geo location
- Custom branded community opt-in portal with custom fields and opt-in subscriptions
- Flexible role-based access controls to manage user permissions
- Access to Real-Time Dashboard, Notifications History, Everbridge Universe, and Custom Reporting
- Notification escalation to automatically send a notification to the next person or group if there is no confirmation
- Integrated GIS/Map-based, rule-based, group-based, or individual contact selection
- Ability to send standard, polling, or on-the-fly 'One-Touch' Conference Call messages
- One-screen broadcast creation workflow to speed message creation and reduce human error
- Everbridge Network to access situational intelligence & notifications shared by other public and private groups

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- Publish notifications directly to Websites and services that support API access via HTTPS using 'Web Posting'
- Publish notification to Social Media
- Publish notifications to Audio Bulletin Board for contacts to retrieve the audio message at their convenience
- Access to IPAWS for authorized agencies –Only available in US region
- **IPAWS Authorization.** Client represents and warrants to Everbridge that any employee, agents, or representatives of Client who access IPAWS-OPEN using Client's credentials provided by FEMA (each, an "IPAWS User"), are authorized by FEMA to use IPAWS-OPEN, have completed all required training, and Client has executed an IPAWS Memorandum of Agreement ("MOA") with FEMA. Client shall contact Everbridge immediately upon any change in Client or any IPAWS User's right to access IPAWS-OPEN. Client shall only access IPAWS-OPEN using its designated credentials and FEMA issued digital certificate ("Digital Certificate"). Client acknowledges and agrees that Everbridge shall not have access to its credentials and that Client assumes full responsibility for maintaining the confidentiality of any credentials issued to it. Client shall be solely responsible for any and all claims, damages, expenses (including attorneys' fees and costs) that arise from any unauthorized use or access to IPAWS-OPEN.
- **Credentials.** Client shall load and maintain within its Everbridge account Organization, its Digital Certificate, COG ID, and Common Name. Client authorizes and requests Everbridge to use the foregoing stored information to connect Client to IPAWS-OPEN.
- **Messaging.** Client acknowledges and agrees that: (i) upon submission of messages to IPAWS-OPEN, Everbridge shall have no further liability for the distribution of such message, and that the distribution through IPAWS-OPEN, including, but not limited to, delivery through the Emergency Alert System or the Commercial Mobile Alert System, is in no way guaranteed or controlled by Everbridge; (ii) Everbridge shall not be liable as a result of any failure to receive messages distributed through IPAWS-OPEN; (iii) IPAWS may include additional features not supported through the Everbridge system, and Everbridge shall not be required to provide such additional features to Client; and (iv) Client shall be solely responsible and liable for the content of any and all messages sent through IPAWS-OPEN utilizing its access codes.
- **Term.** Client acknowledges and agrees that access to IPAWS-OPEN shall be available once Client has provided Everbridge with the Digital Certificate and any other reasonably requested information to verify access to the system. Upon termination of the Agreement access to IPAWS-OPEN shall immediately terminate. In addition, Everbridge may immediately terminate, without liability, access to IPAWS-OPEN, if Client breaches this Addendum, the MOA, or FEMA changes the IPAWS-OPEN system so that it materially change the business terms and/or feasibility for Everbridge to provide such access.
- Contact filtering based on custom criteria
- Map-based drawing and selection tools and imported shape files (e.g. Google Maps, Bing Maps, ESRI)
- Automatic address geo-coding for contacts
- Organization specific customizable caller ID, greetings, and broadcast settings
- Real-time reporting for improved situational awareness and easier after-action analysis
- Unlimited Mass Notification and Incident Templates
- Self-Service Contact Record Management, Contact Import via CSV Upload and via Contact API Basic
- International Support
    - Globally Local Calling for faster communications using local/regional message initiation
    - Dynamic Caller ID to customize caller IDs with local number per country or broadcast

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- International Long and Short Codes for SMS delivery

Set-up, Implementation & Support

- Up to 10 remote hours of support via a dedicated Implementation Specialist to be used within 60 days of contract signing. These 10 hours are inclusive of web-based training, system testing, and administrative set-up. Your Implementation Specialist will also deliver your EB Suite system with best-practice recommended settings configured.
- Initial Contact Data Upload and Test Broadcast Support
- 5 Live Operator Message Initiations per year
- Unlimited Access to Everbridge University classes
- 24x7 Customer Support (phone, web, email)
- To enable our customer support teams to more effectively solve our customers' support-related issues, we use an artificial intelligence feature to provide analytics, suggest guidance, and improve our knowledge base. Access to support tickets is required for the feature to operate.
- Global Support/Operations Centers for Redundant Live Support

For more information about the policies that apply to our Services and how you use them, refer to our Policy Page https://www.everbridge.com/company-policies. You will obtain all requisite permissions or consents to support your use. For more information on the accreditations, certifications and operational practices relevant to the Service(s) you have purchased from us, refer to trust.everbridge.com.

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Everbridge Nixle – Engage

Overview

Everbridge Nixle Engage is a complete communication solution delivering maximum community impact. Agencies can engage their communities through all channels for ultimate engagement. This solution is only available in specific countries.

Usage

- Unlimited email messages
- Unlimited Web messages
- Unlimited Facebook & Twitter notifications
- SMS, Voice notifications are subject to the Everbridge Credit Based Usage Policy.
- Our service transmits messages through various channels using standard protocols. Messaging services like email, voice calls, and SMS may experience delays or undelivered messages due to third parties, often chosen by you or the recipient (e.g., busy signal, carrier network issues, or dead battery). We cannot guarantee delivery and advise against relying solely on one messaging channel for important communications.
  - Our service supports messaging through various channels, subject to usage limits ("Message Credits"). Your Quote or pricing document outlines your annual Message Credit Limit. This limit includes unlimited push notifications via our app, email, or pager, and a maximum number of individual messages before incurring extra costs. You can monitor your Message Credit usage, limit, and remaining credits on our Client Portal. If you exceed your limit, we may charge you for overages. We advise purchasing more Message Credits if you are close to your limit. Additional Message Credits can be bought anytime.

  - Each of the following is counted as a single message credit:
    - SMS Text messages:
      - For messages that contain only GSM characters, each 153 characters or portion thereof.
      - For messages that contain any non-GSM characters, each 67 characters or portion thereof.
      - GSM characters include only characters in the GSM 7-bit default alphabet.
      - Character limits for SMS Text messages are determined by telecommunication providers. Everbridge reserves the right to change the length of a single SMS Text message if telecommunication providers update these amounts.
    - Voice messages or Conference Voice: One minute or portion of a minute of the voice message, calculated on a cumulative basis per month, per destination country.
    - TTY: One minute per TTY message.

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- Fax: Per Page Transmitted.
-

*For details, please refer to the **Messaging Credits System Inclusion**.*

Core Platform Access

- One (1) account with one (1) Everbridge Nixle Wire group
- Unlimited administrators to initiate messages, manage groups and manage users
- Unlimited users with either private or public group permissions
- Unlimited administrator and user access to smart phone publishing application, Engage Bridge
- Ability to access multiple accounts (alternative to Group Level Permissions)
- Includes 5 keywords
- Client hereby grants to Company a non-exclusive, royalty free and fully-paid, transferable, worldwide, irrevocable, and perpetual right and license (including the right to sublicense through multiple tiers of sublicensees) to (a) use, copy, display, disseminate, publicly perform, publicly display, digitally transmit, publish, translate, reformat, create derivative works from, and otherwise use communications Client sends through the Solutions ("**Client Communications**") as necessary to provide the applicable Solutions and for public facing communications to citizens, other public groups and public facing websites, including social media (e.g., Google Alerts, National Center for Missing & Exploited Children) and users of the Nixle service (collectively, "**Public Communications**"), (b) use and display Client's trademarks, service marks and logos, in connection with providing the applicable Solutions, including any Public Communications, and (c) to use, sell, offer to sell, and otherwise exploit any product or service based on, embodying, incorporating, or derived from the Client Communications. Client hereby grants to Company a non-exclusive, fully-paid right to place a widget on Client's website to facilitate Contact opt-in registrations to the applicable Solutions. Client further acknowledges and agrees that all personal information collected from or about individuals registering through such widget by Company shall be controlled and processed by Company in accordance with the Nixle Services-Specific Data Practices in Company's privacy notice available at https://www.everbridge.com/about/legal/everbridge-global-privacy-notice.

Key features

- **Message Types:**
  - Alerts Messages
  - Advisories Messages
  - Community Messages
  - National Weather Service (NWS) automatic rebroadcast via email and SMS
- **Publishing Groups**
  - Access to Nixle Wire Group
  - Unlimited Public Group Creation

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  - Unlimited Private Group Creation
  - Unlimited usage of CSV Import tool
- **Location Targeting / Geo Targeting**
  - Points & Radius
  - City/Town Name or Zip Code
- **Messaging Formatting**
  - Multiple email attachments of PDF, DOC and image file formats (10 MB Maximum)
  - Scheduling Messaging
  - HTML email editor
  - Messaging and Email templates
  - Spanish translation
- **Standard Publishing Channels**
  - Email
  - SMS (with hyperlink to Message Widget and Agency RSS feed)
  - Push message to Everbridge Mobile App
- **Website Publishing Channels**
  - Agency website via Nixle Message Widget
  - Registration widget for website integration
  - RSS Feed
- **Integration Publishing Channels**
  - IPAWS Publishing – EAS
  - IPAWS Publishing – WEA
  - Google Public Alerts
  - Social Media (Facebook & Twitter)
- **Reporting**
  - Registration reporting
  - Social media reporting
  - SMS, Email
- **Tipping**
  - Anonymous tip communication tool
  - Export tip data
  - Tipping embed buttons

Set-up, Implementation & Support

- Provision customer account including system & user set-up
- Up to 3 hours of dedicated implementation Specialist during a standard implementation
- 24x7x365 access to the online Nixle Support Portal
- 24x7x365 technical support via Email & Phone

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- To enable our customer support teams to more effectively solve our customers' support-related issues, we use an artificial intelligence feature to provide analytics, suggest guidance, and improve our knowledge base. Access to support tickets is required for the feature to operate.
- Dedicated Account Manager

For more information about the policies that apply to our Services and how you use them, refer to our Policy Page https://www.everbridge.com/company-policies. You will obtain all requisite permissions or consents to support your use. For more information on the accreditations, certifications and operational practices relevant to the Service(s) you have purchased from us, refer to trust.everbridge.com.

APPROVED AS TO FORM

Justin R. Lawhon,
Senior Assistant County Attorney

Contract Clause Document

for

Solicitation Number : **47QSMD20R0001**

Refresh Number : **26**

Contract Number : **47QTCA24D0083**

Created on June 3, 2025

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52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative—

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) above, the Government is entitled—

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

52.222-3 CONVICT LABOR (JUN 2003)

(a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.

(b) The Contractor is not prohibited from employing persons—

(1) On parole or probation to work at paid employment during the term of their sentence;

(2) Who have been pardoned or who have served their terms; or

(3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if—

(i) The worker is paid or is in an approved work training program on a voluntary basis;

(ii) Representatives of local union central bodies or similar labor union organizations have been consulted;

(iii) Such paid employment will not result in the displacement of employed workers, or be

applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;

(iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(v) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

52.224-2 PRIVACY ACT (APR 1984)

(a) The Contractor agrees to—

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies—

(i) The systems of records; and

(ii) The design, development, or operation work that the Contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c) (1) "*Operation of a system of records*," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "*Record*," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "*System of records on individuals*," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

52.229-1 STATE AND LOCAL TAXES (APR 1984)

Notwithstanding the terms of the Federal, State, and Local Taxes clause, the contract price excludes all State and local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. The Contractor shall state separately on its invoices taxes excluded from the contract price, and the Government agrees either to pay the amount of the taxes to the Contractor or provide evidence necessary to sustain an exemption.

52.232-37 MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999)

This contract or agreement provides for payments to the Contractor through several alternative methods. The applicability of specific methods of payment and the designation of the payment office(s) are either stated—

(a) Elsewhere in this contract or agreement; or

(b) In individual orders placed under this contract or agreement.

52.233-3 PROTEST AFTER AWARD (AUG 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either—

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the request at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at anytime are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2), or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to—

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (*i.e.*, costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)

(a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.

(b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.

(c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either —

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if —

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

52.247-32 F.O.B. ORIGIN, FREIGHT PREPAID (FEB 2006)

(a) The term "f.o.b. origin, freight prepaid," as used in this clause, means—

(1) Free of expense to the Government delivered—

(i) On board the indicated type of conveyance of the carrier (or of the Government, if specified) at a designated point in the city, county, and State from which the shipments will be made and from which line-haul transportation service (as distinguished from switching, local drayage, or other terminal service) will begin;

(ii) To, and placed on, the carrier's wharf (at ship-side, within reach of the ship's loading tackle, when the shipping point is within a port area having water transportation service) or the carrier's freight station;

(iii) To a U.S. Postal Service facility; or

(iv) If stated in the solicitation, to any Government-designated point located within the same city or commercial zone as the f.o.b. origin point specified in the contract (the Federal Motor Carrier Safety Administration prescribes commercial zones at Subpart B of 49 CFR part 372); and

(2) The cost of transportation, ultimately the Government's obligation, is prepaid by the Contractor to the point specified in the contract.

(b) The Contractor shall—

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;

(2) (i) Order specified carrier equipment when requested by the Government; or

(ii) If not specified, order appropriate carrier equipment not in excess of capacity to accommodate shipment;

(3) Deliver the shipment in good order and condition to the carrier, and load, stow, trim, block, and/or brace carload or truckload shipment (when loaded by the Contractor) on or in the carrier's conveyance as required by carrier rules and regulations;

(4) Be responsible for any loss of and/or damage to the goods—

(i) Occurring before delivery to the carrier;

(ii) Resulting from improper packing or marking; or

(iii) Resulting from improper loading, stowing, trimming, blocking, and/or bracing of the shipment, if loaded by the Contractor on or in the carrier's conveyance;

(5) Prepare a bill of lading or other transportation receipt. The bill of lading shall show—

(i) A description of the shipment in terms of the governing freight classification or tariff (or Government rate tender) under which lowest freight rates are applicable;

(ii) The seals affixed to the conveyance with their serial numbers or other identification;

(iii) Lengths and capacities of cars or trucks ordered and furnished;

(iv) Other pertinent information required to effect prompt delivery to the consignee, including name, delivery address, postal address and ZIP code of consignee, routing, etc.;

(v) Special instructions or annotations requested by the ordering agency for bills of lading; e.g., "This shipment is the property of, and the freight charges paid to the carrier(s) will be reimbursed by, the Government"; and

(vi) The signature of the carrier's agent and the date the shipment is received by the carrier;

(6) Distribute the copies of the bill of lading, or other transportation receipts, as directed by the ordering agency; and

(7) Prepay all freight charges to the extent specified in the contract.

(c) These Contractor responsibilities are specified for performance at the plant or plants at which these supplies are to be finally inspected and accepted, unless the facilities for shipment by carrier's equipment are not available at the Contractor's plant, in which case the responsibilities shall be performed f.o.b. the point or points in the same or nearest city where the specified carrier's facilities are available; subject, however, to the following qualifications:

(1) If the Contractor's shipping plant is located in the State of Alaska or Hawaii, the Contractor shall deliver the supplies listed for shipment outside Alaska or Hawaii to the port of loading in Alaska or Hawaii, respectively, as specified in the contract, at Contractor's expense, and to that extent the contract shall be "f.o.b. destination."

(2) Notwithstanding subparagraph (c)(1) of this clause, if the Contractor's shipping plant is located in the State of Hawaii, and the contract requires delivery to be made by container service, the Contractor shall deliver the supplies, at the Contractor's expense to the container yard in the same or nearest city where seavan container service is available.

52.247-34 F.O.B. DESTINATION (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means—

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the Contractor uses rail carrier or freight forwarder for less than carload shipments, the Contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall—

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

52.247-38 F.O.B. INLAND CARRIER, POINT OF EXPORTATION (FEB 2006)

(a) The term "f.o.b. inland carrier, point of exportation," as used in this clause, means free of expense to the Government, on board the conveyance of the inland carrier, delivered to the specified point of exportation.

(b) The Contractor shall—

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment for ocean transportation in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;

(2) Prepare and distribute commercial bills of lading or other transportation receipt;

(3) (i) Deliver the shipment in good order and condition in or on the conveyance of the carrier on the date or within the period specified; and

(ii) Pay and bear all applicable charges, including transportation costs, to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before delivery of the shipment to the point of delivery in the contract; and

(5) At the Government's request and expense, assist in obtaining the documents required for (i) exportation or (ii) importation at destination.

52.247-39 F.O.B. INLAND POINT, COUNTRY OF IMPORTATION (APR 1984)

(a) The term "f.o.b. inland point, country of importation," as used in this clause, means free of expense to the Government, on board the indicated type of conveyance of the carrier, delivered to the specified inland point where the consignee's facility is located.

(b) The Contractor shall—

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment for ocean transportation in conformance with carrier requirements to protect the goods;

(2) (i) Deliver, in or on the inland carrier's conveyance, the shipment in good order and condition to the specified inland point where the consignee's facility is located; and

(ii) Pay and bear all applicable charges incurred up to the point of delivery, including transportation costs; export, import, or other fees or taxes; costs of landing; wharfage costs; customs duties and costs of certificates of origin; consular invoices; and other documents that may be required for importation; and

(3) Be responsible for any loss of and/or damage to the goods until their arrival on or in the carrier's conveyance at the specified inland point.

52.247-65 F.O.B. ORIGIN, PREPAID FREIGHT—SMALL PACKAGE SHIPMENTS (JAN 1991)

(a) When authorized by the Contracting Officer, f.o.b. origin freight shipments which do not have a security classification shall move on prepaid commercial bills of lading or other shipping documents to domestic destinations, including air and water terminals. Weight of individual shipments shall be governed by carrier restrictions but shall not exceed 150 pounds by any form of commercial air or 1,000 pounds by other commercial carriers. The Government will reimburse the Contractor for reasonable freight charges.

(b) The Contractor shall annotate the commercial bill of lading as required by the clause of this contract

entitled "Commercial Bill of Lading Notations."

(c) The Contractor shall consolidate prepaid shipments in accordance with procedures established by the cognizant transportation office. The Contractor is authorized to combine Government prepaid shipments with the Contractor's commercial shipments for delivery to one or more consignees and the Government will reimburse its pro rata share of the total freight costs. The Contractor shall provide a copy of the commercial bill of lading promptly to each consignee. Quantities shall not be divided into mailable lots for the purpose of avoiding movement by other modes of transportation.

(d) Transportation charges will be billed as a separate item on the invoice for each shipment made. A copy of the pertinent bill of lading, shipment receipt, or freight bill shall accompany the invoice unless otherwise specified in the contract.

(e) Loss and damage claims will be processed by the Government.

52.247-68 REPORT OF SHIPMENT (REPSHIP) (FEB 2006)

(a) Definition. Domestic destination, as used in this clause, means—

(1) A destination within the contiguous United States; or

(2) If shipment originates in Alaska or Hawaii, a destination in Alaska or Hawaii, respectively.

(b) Unless otherwise directed by the Contracting Officer, the Contractor shall—

(1) Send a prepaid notice of shipment to the consignee transportation officer—

(i) For all shipments of—

(A) Classified material, protected sensitive, and protected controlled material;

(B) Explosives and poisons, class 1, division 1.1, 1.2 and 1.3; class 2, division 2.3 and class 6, division 6.1;

(C) Radioactive materials requiring the use of a III bar label; or

(ii) When a truckload/carload shipment of supplies weighing 20,000 pounds or more, or a shipment of less weight that occupies the full visible capacity of a railway car or motor vehicle, is given to any carrier (common, contract, or private) for transportation to a domestic destination (other than a port for export);

(2) Transmits the notice by rapid means to be received by the consignee transportation officer at least 24 hours before the arrival of the shipment; and

(3) Send, to the receiving transportation officer, the bill of lading or letter or other document containing the following information and prominently identified as a “Report of Shipment” or “REPSHIP FOR T.O.”

RESHIP FOR T.O. 81 JUN 01
TRANSPORTATION OFFICER, DEFENSE DEPOT, MEMPHIS, TN.
SHIPPED YOUR DEPOT 1981 JUN 1
540 CTNS MENS COTTON TROUSERS, 30,240 LB, 1782 CUBE, VIA XX-YY*
IN CAR NO. XX 123456**-BL***-C98000031****CONTRACT DLA_____
ETA*****-JUNE 5 JONES & CO., JERSEY CITY N.J.

552.203-71 RESTRICTION ON ADVERTISING (SEP 1999)

The Contractor shall not refer to this contract in commercial advertising or similar promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the White House, the Executive Office of the President, or any other element of the Federal Government, or is considered by these entities to be superior to other products or services. Any advertisement by the Contractor, including price-off coupons, that refers to a military resale activity shall contain the following statement: "This advertisement is neither paid for nor sponsored, in whole or in part, by any element of the United States Government."

552.211-73 MARKING (FEB 1996)

(a) *General requirements*. Interior packages, if any, and exterior shipping containers shall be marked as specified elsewhere in the contract. Additional marking requirements may be specified on delivery orders issued under the contract. If not otherwise specified, interior packages and exterior shipping containers shall be marked in accordance with the following standards.

(1) *Deliveries to civilian activities.* Supplies shall be marked in accordance with Federal Standard 123, edition in effect on the date of issuance of the solicitation.

(2) *Deliveries to military activities*. Supplies shall be marked in accordance with Military Standard 129, edition in effect on the date of issuance of the solicitation.

(b) *Improperly marked material*. When Government inspection and acceptance are at destination, and delivered supplies are not marked in accordance with contract requirements, the Government has the right, without prior notice to the Contractor to perform the required marking, by contract or otherwise, and charge the Contractor, therefor at the rate specified elsewhere in this contract. This right is not exclusive, and is in addition to other rights or remedies provided for in this contract.

552.211-75 PRESERVATION, PACKAGING, AND PACKING (FEB 1996) (ALTERNATE I - MAY 2003)

Unless otherwise specified, all items shall be preserved, packaged, and packed in accordance with normal commercial practices, as defined in the applicable commodity specification. Packaging and packing shall comply with the requirements of the Uniform Freight Classification and the National Motor Freight Classification (issue in effect at time of shipment) and each shipping container of each item in a shipment shall be of uniform size and content, except for residual quantities. Where special or unusual packing is specified in an order, but not specifically provided for by the contract, such packing details must be the subject of an agreement independently arrived at between the ordering activity and the Contractor.

552.211-77 PACKING LIST (FEB 1996) (ALTERNATE I – MAY 2003)

(a) A packing list or other suitable shipping document shall accompany each shipment and shall indicate: (1) Name and address of consignor; (2) Name and complete address of consignee; (3) Ordering activity order or requisition number; (4) Government bill of lading number covering the shipment (if any); and (5) Description of the material shipped, including item number, quantity, number of containers, and package number (if any).

(b) When payment will be made by Ordering activity commercial credit card, in addition to the information in (a) above, the packing list or shipping document shall include: (1) Cardholder name and telephone number; and (2) the term "Credit Card."

552.223-70 HAZARDOUS SUBSTANCES (MAY 1989)

(a) If the packaged items to be delivered under this contract are of a hazardous substance and ordinarily are intended or considered to be for use as a household item, this contract is subject to the Federal

Hazardous Substances Act, as amended (15 U.S.C. 1261-1276), implementing regulations thereof (16 CFR Chapter II(c)), and Federal Standard No. 123, Marking for Shipment (Civil Agencies), issue in effect on the date of this solicitation.

(b) The packaged items to be delivered under this contract are subject to the preparation of shipping documents, the preparation of items for transportation, shipping container construction, package making, package labeling, when required, shipper's certification of compliance, and transport vehicle placarding in accordance with Parts 171 through 178 of 49 CFR and the Hazardous Materials Transportation Act.

(c) The minimum packaging acceptable for packaging Department of Transportation regulated hazardous materials shall be those in 49 CFR 173.

552.223-71 NONCONFORMING HAZARDOUS MATERIALS (SEP 1999)

(a) Nonconforming supplies that contain hazardous material or that may expose persons who handle or transport the supplies to hazardous material and which require replacement under the inspection and/or warranty clauses of this contract shall be reshipped to the Contractor at the Contractor's expense. The Contractor agrees to accept return of these nonconforming supplies and to pay all costs occasioned by their return.

(b) "Hazardous materials," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(c) If the Contractor fails to provide acceptable disposition instructions for the nonconforming supplies within 10 days from the date of the Government's request (or such longer period as may be agreed to between the Contracting Officer and the Contractor), or fails to accept return of the reshipped nonconforming supplies, such failure: (1) may be interpreted as a willful failure to perform, (2) may result in termination of the contract for default and (3) shall be considered by the Contracting Officer in determining the responsibility of the Contractor for any future award (see FAR 9.104-3(b) and 9.406-2).

(d) Pending final resolution of any dispute, the Contractor shall promptly comply with the decision of the Contracting Officer.

552.229-70 FEDERAL, STATE, AND LOCAL TAXES (APR 1984)

The contract price includes all applicable Federal, State, and local taxes. No adjustment will be made to cover taxes which may subsequently be imposed on this transaction or changes in the rates of currently applicable taxes. However, the Government will, upon the request of the Contractor, furnish evidence appropriate to establish exemption from any tax from which the Government is exempt and which was not included in the contract price.

552.229-71 FEDERAL EXCISE TAX—DC GOVERNMENT (SEP 1999)

If the District of Columbia cites an Internal Revenue Tax Exempt Certificate Number on orders placed under this contract, the Contractor shall bill shipments to the District of Columbia at prices exclusive of Federal excise tax and show the amount of such tax on the invoice.

552.232-23 ASSIGNMENT OF CLAIMS (SEP 1999)

Because this is a requirements or indefinite quantity contract under which more than one agency may place orders, paragraph (a) of the Assignment of Claims clause (FAR 52.232-23) is inapplicable and the following is substituted therefor:

In order to prevent confusion and delay in making payment, the Contractor shall not assign any claim(s) for amounts due or to become due under this contract. However, the Contractor is permitted to assign separately to a bank, trust company, or other financial institution, including any Federal lending agency, under the provisions of the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereinafter referred to as "the Act"), all amounts due or to become due under any order amounting to $1,000 or more issued by any Government agency under this contract. Any such assignment takes effect only if and when the assignee files written notice of the assignment together with a true copy of the instrument of assignment with the contracting officer issuing the order and the finance office designated in the order to make payment. Unless otherwise stated in the order, payments to an assignee of any amounts due or to become due under any order assigned may, to the extent specified in the Act, be subject to reduction or set-off.

52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

(a) The Contractor shall notify the Contracting Officer or designee, in writing, To be determined at the task order level days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall—

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

For contract clauses which are contained in the Federal Acquisition Regulation (FAR) the address is http://acquisition.gov/far/.

Number	Title	Clause/Provision
52.202-1	DEFINITIONS (JUN 2020)	Clause
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (NOV 2023)	Clause
52.203-3	GRATUITIES (APR 1984)	Clause
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)	Clause
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)	Clause
52.204-7	SYSTEM FOR AWARD MANAGEMENT (NOV 2024)	Clause
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)	Clause
52.208-9	CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (MAY 2014)	Clause
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)	Clause
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS (NOV 2021) (ALTERNATE IV - OCT 2010)	Clause
52.216-18	ORDERING (AUG 2020)	Clause
52.216-19	ORDER LIMITATIONS (OCT 1995)	Clause
52.216-22	INDEFINITE QUANTITY (OCT 1995)	Clause
52.217-8	OPTION TO EXTEND SERVICES (NOV 1999)	Clause
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)	Clause
52.222-49	SERVICE CONTRACT LABOR STANDARDS - PLACE OF PERFORMANCE UNKNOWN (MAY 2014)	Clause
52.223-10	WASTE REDUCTION PROGRAM (MAY 2024) (DEVIATION FEB 2025)	Clause
52.223-2	REPORTING OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (MAY 2024) (DEVIATION FEB 2025)	Clause
52.223-5	POLLUTION PREVENTION AND	Clause

	RIGHT-TO-KNOW INFORMATION (MAY 2024)	
52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)	Clause
52.224-2	PRIVACY ACT (APR 1984)	Clause
52.224-3	PRIVACY TRAINING (JAN 2017)	Clause
52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024)	Clause
52.227-14	RIGHTS IN DATA - GENERAL (MAY 2014)	Clause
52.232-17	INTEREST (MAY 2014) (DEVIATION I - MAY 2003)	Clause
52.232-36	PAYMENT BY THIRD PARTY (MAY 2014)	Clause
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999)	Clause
52.233-1	DISPUTES (MAY 2014)	Clause
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)	Clause
52.237-3	CONTINUITY OF SERVICES (JAN 1991)	Clause
52.242-13	BANKRUPTCY (JUL 1995)	Clause
52.242-15	STOP-WORK ORDER (AUG 1989)	Clause
52.242-5	PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017)	Clause
52.245-1	GOVERNMENT PROPERTY (SEP 2021)	Clause
52.245-9	USE AND CHARGES (APR 2012)	Clause
52.246-4	INSPECTION OF SERVICES - FIXED-PRICE (AUG 1996) (DEVIATION I - MAY 2003)	Clause
52.247-32	F.O.B. ORIGIN, FREIGHT PREPAID (FEB 2006)	Clause
52.247-34	F.O.B. DESTINATION (NOV 1991)	Clause
52.247-38	F.O.B. INLAND CARRIER, POINT OF EXPORTATION (FEB 2006)	Clause
52.247-39	F.O.B. INLAND POINT, COUNTRY OF IMPORTATION (APR 1984)	Clause
52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS (JAN 1991)	Clause
52.251-1	GOVERNMENT SUPPLY SOURCES (APR 2012)	Clause
552.211-73	MARKING (FEB 1996)	Clause
552.211-75	PRESERVATION, PACKAGING, AND PACKING (FEB 1996) (ALTERNATE I -	Clause

	MAY 2003)	
552.211-77	PACKING LIST (FEB 1996) (ALTERNATE I - MAY 2003)	Clause
552.211-89	NON-MANUFACTURED WOOD PACKAGING MATERIAL FOR EXPORT (JUL 2016)	Clause
552.229-71	FEDERAL EXCISE TAX - C GOVERNMENT (SEP 1999)	Clause
552.252-6	AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2021) (DEVIATION FAR 52.252-6)	Clause

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within by written notice to the Contractor within 30 calendar days before the contract expiration date..

52.246-4 INSPECTION OF SERVICES—FIXED-PRICE (AUG 1996) (DEVIATION - MAY 2003)

(a) Definition: "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the ordering activity covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the ordering activity during contract performance and for as long afterwards as the contract requires.

(c) The ordering activity has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The ordering activity shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the ordering activity performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the ordering activity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the ordering activity may—

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the ordering activity may--

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred

by the ordering activity that is directly related to the performance of such service; or

(2) Terminate the contract for default.

552.216-70 ECONOMIC PRICE ADJUSTMENT – FSS MULTIPLE AWARD SCHEDULE CONTRACTS (SEP 1999) (ALTERNATE I – SEP 1999)

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

(a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reductions clause.

(b) Contractors may request price increases to be effective on or after the first 12 months of the contract period providing all of the following conditions are met:

(1) Increases resulting from a reissue or other modification of the Contractor's commercial catalog/price list that was used as the basis for the contract award.

(2) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of this subparagraph (b)).

(3) Increases are requested before the last 60 days of the contract period.

(4) At least 30 days elapse between requested increases.

(c) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed SEE CLAUSE NOTE percent of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.

(d) The following material shall be submitted with the request for a price increase:

(1) A copy of the commercial catalog/price list showing the price increase and the effective date for commercial customers.

(2) Commercial Sales Practices Format regarding the Contractor's commercial pricing practice relating to the reissued or modified catalog/price list, or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.

(3) Documentation supporting the reasonableness of the price increase.

(e) The Government reserves the right to exercise one of the following options:

(1) Accept the Contractor's price increases as requested when all conditions of (b), (c), and (d) of this clause are satisfied;

(2) Negotiate more favorable discounts from the new commercial prices when the total increase requested is not supported; or,

(3) Remove the product(s) from contract involved pursuant to the Cancellation clause of this contract, when the increase requested is not supported.

(f) The increased contract prices shall apply to delivery orders issued to the Contractor on or after the effective date of the contract modification.

Note: Regulation 552.216-70
The EPA Ceiling Limit for this clause is hereby established as 4% for the Human Capital Category, 5% for the Professional Services Category, 5% for the Travel Category and 10% for all other Large Categories.

NOTE: This clause does not apply to contracts participating in the Transactional Data Reporting (TDR) Pilot. Please refer to clause 552.216-70 Deviation II.

52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008)

(a) Definitions. As used in this clause#

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.”

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall#

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to X.

552.246-78 INSPECTION AT DESTINATION (JUL 2009)

Inspection of all purchases under this contract will be made at destination by an authorized Government representative.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within To be determined at the task order level; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least To be determined at the task order level days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed To be determined at the task order level (months) (years).

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2(d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's Web site that contains the full text of the poster. The link to the Department's Web site, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be —

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor- Management Standards Web site at http://www.dol.gov/olms/regs/compliance/EO13496.htm; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) *Subcontracts*.

(1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds $10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed

by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

(1) When no longer needed for contract performance.

(2) Upon completion of the Contractor employee's employment.

(3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

52.251-1 GOVERNMENT SUPPLY SOURCES (APR 2012)

The Contracting Officer may issue the Contractor an authorization to use Government supply sources in the performance of this contract. Title to all property acquired by the Contractor under such an authorization shall vest in the Government unless otherwise specified in the contract. The provisions of the clause at FAR 52.245-1, Government Property, apply to all property acquired under such authorization.

52.245-9 USE AND CHARGES (APR 2012)

(a) *Definitions.* Definitions applicable to this contract are provided in the clause at 52.245-1, Government Property. Additional definitions as used in this clause include:

"Rental period" means the calendar period during which Government property is made available for nongovernmental purposes.

"Rental time" means the number of hours, to the nearest whole hour, rented property is actually used for nongovernmental purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and

tear).

(b) *Use of Government property.* The Contractor may use the Government property without charge in the performance of —

(1) Contracts with the Government that specifically authorize such use without charge;

(2) Subcontracts of any tier under Government prime contracts if the Contracting Officer having cognizance of the prime contract —

(i) Approves a subcontract specifically authorizing such use; or

(ii) Otherwise authorizes such use in writing; and

(3) Other work, if the Contracting Officer specifically authorizes in writing use without charge for such work.

(c) *Rental.* If granted written permission by the Contracting Officer, or if it is specifically provided for in the Schedule, the Contractor may use the Government property (except material) for a rental fee for work other than that provided in paragraph (b) of this clause. Authorizing such use of the Government property does not waive any rights of the Government to terminate the Contractor's right to use the Government property. The rental fee shall be determined in accordance with the following paragraphs.

(d) General.

(1) Rental requests shall be submitted to the Administrative Contracting Officer (ACO), identify the property for which rental is requested, propose a rental period, and compute an estimated rental charge by using the Contractor's best estimate of rental time in the formulae described in paragraph (e) of this clause.

(2) The Contractor shall not use Government property for nongovernmental purposes, including Independent Research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a non-interference basis.

(e) Rental charge.—

(1) Real property and associated fixtures.

(i) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily, or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date the appraisal was performed. The Contractor shall submit the appraisal to the ACO at least 30 days prior to the date the property is needed for nongovernmental use. Except as provided in paragraph (e)(1)(iii) of this clause, the ACO shall use the appraisal rental rate to determine a reasonable rental charge.

(ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.

(iii) When the ACO believes the appraisal rental rate is unreasonable, the ACO shall promptly notify the Contractor. The parties may agree on an alternative means for computing a reasonable rental charge.

(iv) The Contractor shall obtain, at its expense, additional property appraisals in the same manner as provided in paragraph (e)(1)(i) if the effective period has expired and the Contractor desires the continued use of property for nongovernmental use. The Contractor may obtain additional appraisals within the effective period of the current appraisal if the market prices decrease substantially.

(2) *Other Government property.* The Contractor may elect to compute the rental charge using the appraisal method described in paragraph (e)(1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than one hour with portions of hours rounded to the next higher hour: The hourly rental charge is calculated by multiplying 2 percent of the acquisition cost by the hours of rental time, and dividing by 720.

(3) *Alternative methodology.* The Contractor may request consideration of an alternative basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.

(f) Rental payments.

(1) Rent is due 60 days following completion of the rental period or as otherwise specified in the contract. The Contractor shall compute the rental due, and furnish records or other supporting data in sufficient detail to permit the ACO to verify the rental time and computation. Payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in this contract, unless otherwise specified by the Contracting Officer.

(2) Interest will be charged if payment is not made by the date specified in paragraph (f)(1) of this clause. Interest will accrue at the “Renegotiation Board Interest Rate” (published in the Federal Register semiannually on or about January 1st and July 1st) for the period in which the rent is due.

(3) The Government’s acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the Contractor stemming from the Contractor’s unauthorized use of Government property or any other failure to perform this contract according to its terms.

(g) *Use revocation.* At any time during the rental period, the Government may revoke nongovernmental use authorization and require the Contractor, at the Contractor’s expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.

(h) *Unauthorized use*. The unauthorized use of Government property can subject a person to fines, imprisonment, or both, under 18 U.S.C. 641.

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than TBD [*insert dollar figure or quantity*], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order*. The Contractor is not obligated to honor —

(1) Any order for a single item in excess of See SIN Specific Information [*insert dollar figure or quantity*];

(2) Any order for a combination of items in excess of See SIN Specific Information [*insert dollar figure or quantity*]; or

(3) A series of orders from the same ordering office within TBD days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within TBD days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

Note: Regulation 52.216-19
"Due to a system limitation, a Maximum Order value of $250,000 has been identified for the Order-Level Materials SIN. However, as Order-Level Materials are only acquired in direct support of an individual task or delivery order, the contractor's right to decline an order as outlined in FAR 52.216-19 Order Limitations paragraph (b) Maximum Order shall be based on the SINs that are the primary basis or purpose of the order, not the Maximum Order value associated with the Order-Level Materials SIN.

Additionally, Ordering agencies are reminded that the Maximum Order value identified for a Schedule SIN does not limit the value of an individual task or delivery order. Ordering limitations and procedures applicable to task or delivery orders inclusive of Order-Level Materials are outlined in GSAR 552.238-115, Special Ordering Procedures for the Acquisition of Order-Level Materials."

52.208-9 CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (MAY 2014)

(a) Certain supplies or services to be provided under this contract for use by the Government are required by law to be obtained from the Committee for Purchase from People Who Are Blind or Severely Disabled (the Committee) under the 41 U.S.C. 8504. Additionally, certain of these supplies are available from the Defense Logistics Agency (DLA), the General Services Administration (GSA), or the Department of Veterans Affairs (VA). The Contractor shall obtain mandatory supplies or services to be provided for Government use under this contract from the specific sources indicated in the contract schedule.

(b) The Contractor shall immediately notify the Contracting Officer if a mandatory source is unable to provide the supplies or services by the time required, or if the quality of supplies or services provided by the mandatory source is unsatisfactory. The Contractor shall not purchase the supplies or services from other sources until the Contracting Officer has notified the Contractor that the Committee or an AbilityOne central nonprofit agency has authorized purchase from other sources.

(c) Price and delivery information for the mandatory supplies is available from the Contracting Officer for the supplies obtained through the DLA/GSA/VA distribution facilities. For mandatory supplies or services that are not available from DLA/GSA/VA, price and delivery information is available from the appropriate central nonprofit agency. Payments shall be made directly to the source making delivery. Points of contact for AbilityOne central nonprofit agencies are:

(1) National Industries for the Blind
1310 Braddock Place

Alexandria, VA 22314-1691
(703) 310-0500

(2) NISH
8401 Old Courthouse Road
Vienna, VA 22182
(571) 226-4660

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It Is Not a Wage Determination

Employee Class	Monetary Wage – Fringe Benefits
To be determined at the task order level	To be determined at the task order level
To be determined at the task order level	To be determined at the task order level
To be determined at the task order level	To be determined at the task order level

52.222-49 SERVICE CONTRACT LABOR STANDARDS — PLACE OF PERFORMANCE UNKNOWN (MAY 2014)

(a) This contract is subject to the Service Contract Labor Standards statute, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following: To be determined at the task order level (*insert places or areas*). The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by To be determined at the task order level (*insert time and date*).

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

52.222-51 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT--REQUIREMENTS (MAY 2014)

(a) The items of equipment to be serviced under this contract are used regularly for other than Government purposes, and are sold or traded by the Contractor in substantial quantities to the general public in the course of normal business operations.

(b) The services shall be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.

(1) An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the Contractor, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.

(2) An "established market price" is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or Contractor.

(c) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract shall be the same as that used for these employees and for equivalent employees servicing the same equipment of commercial customers.

(d) The Contractor is responsible for compliance with all the conditions of this exemption by its subcontractors. The Contractor shall determine the applicability of this exemption to any subcontract on or before subcontract award. In making a judgment that the exemption applies, the Contractor shall consider all factors and make an affirmative determination that all of the conditions in paragraphs (a) through (c) of this clause will be met.

(e) If the Department of Labor determines that any conditions for exemption in paragraphs (a) through (c) of this clause have not been met, the exemption shall be deemed inapplicable, and the contract shall become subject to the Service Contract Labor Standards statute. In such case, the procedures at 29 CFR 4.123(e)(1)(iv) and 29 CFR 4.5(c) will be followed

(f) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts for exempt services under this contract.

52.222-53 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES--REQUIREMENTS (MAY 2014)

(a) The services under this contract are offered and sold regularly to non-Governmental customers, and are provided by the Contractor to the general public in substantial quantities in the course of normal business operations.

(b) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the Contractor, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or Contractor.

(c) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract.

(d) The Contractor uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the Contractor uses for these employees and for equivalent employees servicing commercial customers.

(e) (1) Except for services identified in FAR 22.1003-4(d)(1)(iv), the subcontractor for exempt services shall be selected for award based on other factors in addition to price or cost with the combination of other factors at least as important as price or cost; or

(2) A subcontract for exempt services shall be awarded on a sole source basis.

(f) The Contractor is responsible for compliance with all the conditions of this exemption by its subcontractors. The Contractor shall determine in advance, based on the nature of the subcontract requirements and knowledge of the practices of likely subcontractors, that all or nearly all likely subcontractors will meet the conditions in paragraphs (a) through (d) of this clause. If the services are currently being performed under a subcontract, the Contractor shall consider the practices of the existing subcontractor in making a determination regarding the conditions in paragraphs (a) through (d) of this clause. If the Contractor has reason to doubt the validity of the certification, the requirements of the Service Contract Labor Standards statute shall be included in the subcontract.

(g) If the Department of Labor determines that any conditions for exemption at paragraphs (a) through (e) of this clause have not been met, the exemption shall be deemed inapplicable, and the contract shall become subject to the Service Contract Labor Standards statute. In such case, the procedures in at 29 CFR 4.123(e)(2)(iii) and 29 CFR 4.5(c) will be followed.

(h) The Contractor shall include the substance of this clause, including this paragraph (h), in subcontracts for exempt services under this contract.

52.227-14 RIGHTS IN DATA--GENERAL (MAY 2014)

(a) *Definitions*. As used in this clause –

“Computer database” or “database” means a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

“Computer software” –

(1) Means

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

“Computer software documentation” means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

“Data” means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

“Form, fit, and function data” means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

“Limited rights” means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

“Limited rights data” means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

“Restricted computer software” means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

“Restricted rights” as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

“Technical data” means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 116).

“Unlimited rights” means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in--

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to--

(i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright--

(1) Data first produced in the performance of this contract.

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) *Data not first produced in the performance of this contract*. The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor--

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices*. The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) *Release, publication, and use of data*. The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except--

(1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if

any data delivered under this contract are marked with the notices specified in paragraph (g) (3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 4703, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor--

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may--

(i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or

(ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall--

(i) Identify the data being withheld; and

(ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) [Reserved]

(h) *Subcontracting.* The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) *Relationship to patents or other rights*. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

52.232-17 INTEREST (MAY 2014) (DEVIATION – MAY 2003)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Certified Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the ordering activity under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the ordering activity transmits to the Contractor a proposed supplemental agreement

to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

52.232-36 PAYMENT BY THIRD PARTY (MAY 2014)

(a) *General.*

(1) Except as provided in paragraph (a)(2) of this clause, the Contractor agrees to accept payments due under this contract, through payment by a third party in lieu of payment directly from the Government, in accordance with the terms of this clause. The third party and, if applicable, the particular Governmentwide commercial purchase card to be used are identified elsewhere in this contract.

(2) The Governmentwide commercial purchase card is not authorized as a method of payment during any period the System for Award Management (SAM) indicates that the Contractor has delinquent debt that is subject to collection under the Treasury Offset Program (TOP). Information on TOP is available at http://fms.treas.gov/debt/ index.html. If the SAM subsequently indicates that the Contractor no longer has delinquent debt, the Contractor may request the Contracting Officer to authorize payment by Governmentwide commercial purchase card.

(b) *Contractor payment request.*

(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall make payment requests through a charge to the Government account with the third party, at the time and for the amount due in accordance with those clauses of this contract that authorize the Contractor to submit invoices, contract financing requests, other payment requests, or as provided in other clauses providing for payment to the Contractor.

(2) When the Contracting Officer has notified the Contractor that the Governmentwide commercial purchase card is no longer an authorized method of payment, the Contractor shall make such payment requests in accordance with instructions provided by the Contracting Officer during the period when the purchase card is not authorized.

(c) *Payment*. The Contractor and the third party shall agree that payments due under this contract shall be made upon submittal of payment requests to the third party in accordance with the terms and conditions of an agreement between the Contractor, the Contractor's financial agent (if any), and the third party and its agents (if any). No payment shall be due the Contractor until such agreement is made. Payments made or due by the third party under this clause are not payments made by the Government and are not subject to the Prompt Payment Act or any implementation thereof in this contract.

(d) *Documentation.* Documentation of each charge against the Government's account shall be provided to the Contracting Officer upon request.

(e) Assignment of claims. Notwithstanding any other provision of this contract, if any payment is made under this clause, then no payment under this contract shall be assigned under the provisions of the assignment of claims terms of this contract or the Assignment of Claims Act of 1940 (31 U.S.C. 3727, 41 U.S.C. 6305).

(f) *Other payment terms.* The other payment terms of this contract shall govern the content and

submission of payment requests. If any clause requires information or documents in or with the payment request, that is not provided in the third party agreement referenced in paragraph (c) of this clause, the Contractor shall obtain instructions from the Contracting Officer before submitting such a payment request.

Note: Regulation 52.232-36
Proposed prices must be inclusive of all costs associated with acceptance of the Governmentwide commercial purchase card (e.g., payment processing fees). Schedule contractors may not impose a surcharge at the order level for payment by Governmentwide commercial purchase card.

52.233-1 DISPUTES (MAY 2014)

(a) This contract is subject to 41 U.S.C chapter 71, Contract Disputes.

(b) Except as provided in 41 U.S.C chapter 71, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding $100,000 is not a claim under 41 U.S.C chapter 71 until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under 41 U.S.C chapter 71. The submission may be converted to a claim under 41 U.S.C chapter 71, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d) (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2) (i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding $100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of $50,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over $50,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer’s decision shall be final unless the Contractor appeals or files a suit as

provided in 41 U.S.C chapter 71.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

I-FSS-969 ECONOMIC PRICE ADJUSTMENT—FSS MULTIPLE AWARD SCHEDULE (OCT 2014)

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

(a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reduction Clause.

(b) There are two types of economic price adjustments (EPAs) possible under the Multiple Award Schedules (MAS) program for contracts not based on commercial catalogs or price lists as described below. Price adjustments may be effective on or after the first 12 months of the contract period on the following basis:

(1) Adjustments based on escalation rates negotiated prior to contract award. Normally, when escalation rates are negotiated, they result in a fixed price for the term of the contract. No separate contract modification will be provided when increases are based on negotiated escalation rates. Price increases will be effective on the 12-month anniversary date of the contract effective date, subject to paragraph (f), below.

(2) Adjustments based on an agreed-upon market indicator prior to award. The market indicator, as used in this clause, means the originally released public index, public survey or other public, based market indicator. The market indicator shall be the originally released index, survey or market indicator, not seasonally adjusted, published by the [to be negotiated], and made available at [to be identified]. Any price adjustment shall be based on the percentage change in the designated (i.e. indicator identification and date) market indicator from the initial award to the latest available as of the anniversary date of the contract effective date, subject to paragraph (e), below. If the market indicator is discontinued or deemed no longer available or reliable by the Government, the Government and the Contractor will mutually agree to a substitute. The contract modification reflecting the price adjustment will be effective upon approval by the Contracting Officer, subject to paragraph (g), below. The adjusted prices shall apply to orders issued to the Contractor on or after the effective date of the contract modification.

(c) Nothwithstanding the two economic price adjustments discussed above, the Government recognizes the potential impact of unforeseeable major changes in market conditions. For those cases where such changes do occur, the contracting officer will review requests to make adjustments, subject to the Government’s examination of industry-wide market conditions and the conditions in paragraph (d) and

(e), below. If adjustments are accepted, the contract will be modified accordingly. The determination of whether or not extra-ordinary circumstances exist rests with the contracting officer. The determination of an appropriate mechanism of adjustment will be subject to negotiations.

(d) Conditions of Price change requests under paragraphs b(2) and c above.:

(1) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of subparagraph (b)).

(2) Increases are requested before the last 60 days of the contract period, including options.

(3) At least 30 days elapse between requested increases.

(4) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed SEE CLAUSE NOTE percent (SEE CLAUSE NOTE%) of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.

(e) The following material shall be submitted with request for a price increase under paragraphs b(2) and c above:

(1) A copy of the index, survey or pricing indicator showing the price increase and the effective date.

(2) Commercial Sales Practice format, per contract clause 52.215-21 Alternate IV, demonstrating the relationship of the Contractor's commercial pricing practice to the adjusted pricing proposed or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.

(3) Any other documentation requested by the Contracting Officer to support the reasonableness of the price increase.

(f) The Government reserves the right to exercise one of the following options:

(1) Accept the Contractor's price increases as requested when all conditions of (b), (c), (d), and (e) of this clause are satisfied;

(2) Negotiate more favorable prices when the total increase requested is not supported; or,

(3) Decline the price increase when the request is not supported. The Contractor may remove the item(s) from contract involved pursuant to the Cancellation Clause of this contract.

(g) Effective Date of Increases: No price increase shall be effective until the Government receives the electronic file updates pursuant to GSAR 552.238-81, Modifications (Federal Supply Schedule).

(h) All MAS contracts remain subject to contract clauses GSAR 552.238-75, “Price Reductions”; and 552.215-72, “Price Adjustment -- Failure to Provide Accurate Information.” In the event the application of an economic price adjustment results in a price less favorable to the Government than the price relationship established during negotiation between the MAS price and the price to the designated customer, the Government will maintain the price relationship to the designated customer.

Note: Regulation I-FSS-969
The EPA Ceiling Limit for this clause is hereby established as 4% for the Human Capital Category, 5% for the Professional Services Category, 5% for the Travel Category and 10%

for all other Large Categories.

NOTE: This clause does not apply to contracts participating in the Transactional Data Reporting (TDR) Pilot. Please refer to clause I-FSS-969 Alternate II.

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

552.223-73 PRESERVATION, PACKAGING, PACKING, MARKING AND LABELING OF HAZARDOUS MATERIALS (HAZMAT) FOR SHIPMENTS (JUN 2015)

(a) *Definition*. *United States*, as used in this clause, means the 48 adjoining U.S. States, Alaska, Hawaii, and U.S. territories and possessions, such as Puerto Rico.

(b) Preservation, packaging, packing, marking and labeling of hazardous materials for export shipment outside the United States in all transport modes shall comply with the following, as applicable:

(1) International Maritime Dangerous Goods (IMDG) Code as established by the International Maritime Organization (IMO).

(2) U.S. Department of Transportation (DOT) Hazardous Material Regulation (HMR) 49 CFR parts 171 through 180. (Note: Classifications permitted by the HMR, but not permitted by the IMDG code, such as Consumer Commodities classed as ORM–D, shall be packaged in accordance with the IMDG Code and dual-marked with both Consumer Commodity and IMDG marking and labeling.)

(3) Occupational Safety and Health Administration (OSHA) Regulation 29 CFR part 1910.1200.

(4) International Air Transport Association (IATA), Dangerous Goods Regulation and/or International Civil Aviation Organization (ICAO), Technical Instructions.

(5) AFMAN 24–204, Air Force Inter- Service Manual, Preparing Hazardous Materials For Military Air Shipments.

(6) Any preservation, packaging, packing, marking and labeling requirements contained elsewhere in this solicitation and contract.

(c) Preservation, packaging, packing, marking and labeling of hazardous materials for domestic shipments within the United States in all transport modes shall comply with the following; as applicable:

(1) U.S. Department of Transportation (DOT) Hazardous Material Regulation (HMR) 49 CFR parts 171 through 180.

(2) Occupational Safety and Health Administration (OSHA) Regulation 29 CFR part 1910.1200.

(3) Any preservation, packaging, packing, marking and labeling requirements contained elsewhere in this solicitation and contract.

(d) Hazardous Material Packages designated for outside the United States destinations through Forwarding Points, Distribution Centers, or Container Consolidation Points (CCPs) shall comply with

the IMDG, IATA, ICAO or AFMAN 24–204 codes, as applicable.

(e) The test certification data showing compliance with performance-oriented packaging or UN-approved packaging requirements shall be made available to GSA contract administration/management representatives or regulatory inspectors upon request.

52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2014)

(a) *Definitions*. As used in this clause –

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Subsidiary means an entity in which more than 50 percent of the entity is owned –

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

(b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, the Government may be prohibited from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(c) Exceptions to this prohibition are located at 9.108-2.

(d) In the event the Contractor becomes either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation during contract performance, the Contractor shall give written notice to the Contracting Officer within five business days from the date of the inversion event.

552.228-5 GOVERNMENT AS ADDITIONAL INSURED (JAN 2016)

(a) This clause supplements the requirements set forth in FAR clause 52.228-5, Insurance–Work on a Government Installation.

(b) Each insurance policy required under this contract, other than workers' compensation insurance, shall contain an endorsement naming the United States as an additional insured with respect to operations performed under this contract. The insurance carrier is required to waive all subrogation rights against any of the named insured.

I-FSS-969 ECONOMIC PRICE ADJUSTMENT – FSS MULTIPLE AWARD SCHEDULE (OCT 2014) (ALTERNATE II – JUL 2016)

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

(a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reductions clause.

(b) There are two types of economic price adjustments (EPAs) possible under the Multiple Award Schedules (MAS) program for contracts not based on commercial catalogs or price lists as described below. Price adjustments may be effective on or after the first 12 months of the contract period on the following basis:

(1) **Adjustments based on escalation rates negotiated prior to contract award.** Normally, when escalation rates are negotiated, they result in a fixed price for the term of the contract. No separate contract modification will be provided when increases are based on negotiated escalation rates. Price increases will be effective on the 12-month anniversary date of the contract effective date, subject to paragraph (f), below.

(2) **Adjustments based on an agreed-upon market indicator prior to award.** The market indicator, as used in this clause, means the originally released public index, public survey or other public-based market indicator. The market indicator shall be the originally released index, survey or market indicator, not seasonally adjusted, published by the [to be negotiated], and made available at [to be identified]. Any price adjustment shall be based on the percentage change in the designated (i.e. indicator identification and date) market indicator from the initial award to the latest available as of the anniversary date of the contract effective date, subject to paragraph (e), below. If the market indicator is discontinued or deemed no longer available or reliable by the Government, the Government and the Contractor will mutually agree to a substitute. The contract modification reflecting the price adjustment will be effective upon approval by the Contracting Officer, subject to paragraph (g), below.

(c) Notwithstanding the two economic price adjustments discussed above, the Government recognizes the potential impact of unforeseeable major changes in market conditions. For those cases where such changes do occur, the contracting officer will review requests to make adjustments, subject to the Government's examination of industry-wide market conditions and the conditions in paragraph (d) and (e), below. If adjustments are accepted, the contract will be modified accordingly. The determination of whether or not extra-ordinary circumstances exist rests with the contracting officer. The determination of an appropriate mechanism of adjustment will be subject to negotiations.

(d) Conditions of Price change requests under paragraphs b(2) and c above:

(1) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of subparagraph (b)).

(2) Increases are requested before the last 60 days of the contract period, including options.

(3) At least 30 days elapse between requested increases.

(4) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed SEE CLAUSE NOTE percent (SEE CLAUSE NOTE%) of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.

(e) The following material shall be submitted with request for a price increase under paragraphs b(2) and c above:

(1) A copy of the index, survey or pricing indicator showing the price increase and the effective date.

(2) Any other documentation requested by the Contracting Officer to support the reasonableness of the price increase.

(f) The Government reserves the right to exercise one of the following options:

(1) Accept the Contractor's price increases as requested when all conditions of (b), (c), (d), and (e) of this clause are satisfied;

(2) Negotiate more favorable prices when the total increase requested is not supported; or,

(3) Decline the price increase when the request is not supported. The Contractor may remove the item(s) from contract involved pursuant to the Cancellation Clause of this contract.

(g) Effective Date of Increases: The increased contract prices shall apply to orders issued to the Contractor on or after the effective date of the contract modification.

Note: Regulation I-FSS-969
The EPA Ceiling Limit for this clause is hereby established as 4% for the Human Capital Category, 5% for the Professional Services Category, 5% for the Travel Category and 10% for all other Large Categories.

NOTE: This clause applies to contracts participating in the Transactional Data Reporting (TDR) Pilot.

552.216-70 ECONOMIC PRICE ADJUSTMENT – FSS MULTIPLE AWARD SCHEDULE CONTRACTS (SEP 1999) (DEVIATION II – JUL 2016)

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

(a) Contractors may submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reduction Clause.

(b) Contractors may request price increases to be effective on or after the first 12 months of the contract period providing all of the following conditions are met:

(1) No more than three increases will be considered during each succeeding 12-month period of the contract. For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of this subparagraph (b).

(2) Increases are requested before the last 60 days of the contract period.

(3) At least 30 days elapse between requested increases.

(c) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed SEE CLAUSE NOTE percent of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.

(d) Documentation supporting the reasonableness of the price increase shall be submitted with the request for a price increase.

(e) The Government reserves the right to exercise one of the following options:

(1) Accept the Contractor's price increases as requested when all conditions of (b), (c), and (d) of this clause are satisfied;

(2) Negotiate smaller increases when the total increase requested is not supported; or,

(3) Remove the product(s) from contract involved pursuant to the Cancellation Clause of this contract, when the increase requested is not supported.

(f) The increased contract prices shall apply to delivery orders issued to the Contractor on or after the effective date of the contract modification.

Note: Regulation 552.216-70
The EPA Ceiling Limit for this clause is hereby established as 4% for the Human Capital Category, 5% for the Professional Services Category, 5% for the Travel Category and 10% for all other Large Categories.

NOTE: This clause applies to contracts participating in the Transactional Data Reporting (TDR) Pilot.

552.211-89 NON-MANUFACTURED WOOD PACKAGING MATERIAL FOR EXPORT (JUL 2016)

(a) *Definitions:*

IPPC Country: Countries of the European Union (EU) or any other country endorsing the International Plant Protection Convention (IPPC) "Guidelines for Regulating Wood Packaging Material in International Trade," approved March 15, 2002. A listing of countries participating in the IPPC is found at http://www.aphis.usda.gov/import_export/plants/plants_exports/wpm/country/index.shtml

Non-Manufactured wood, is also called solid wood and defined as wood packing other than that comprised wholly of wood-based products such as plywood, particle board, oriented strand board, veneer, wood wool, and similar materials, which has been created using glue, heat and pressure or a combination thereof.

Packaged material, and Solid Wood Packing Material (SWPM), for purposes of this clause, is defined as each separate and distinct material that by itself or in combination with other materials forms the container providing a means of protecting and handling a product. This includes, but is not limited to, pallets, dunnage, crating, packing blocks, drums, load boards, pallet collars, and skids.

(b) Non-manufactured wood pallets and other non-manufactured wood packaging material used to pack items for delivery to or through IPPC countries must be marked and properly treated in accordance with IPPC guidelines.

(c) This requirement applies whether the shipment is direct to the end user or through a Government designated consolidation point. Packaging that does not conform to IPPC guidelines will be refused entry, destroyed or treated prior to entry.

(d) For Department of Defense distribution facilities or freight consolidation points, all non-manufactured wood pallets or packaging material with a probability of entering countries endorsing the IPPC Guidelines must be treated and marked in accordance with DLA 47.305-1 (available at http://farsite.hill.af.mil/archive/Dlad/Rev5/PART47.htm), and MIL-STD-2073-1, Standard Practice for Military Packaging (and any future revision).

(e) Pallets and packing material shipped to FAS distribution facilities designated for possible delivery to the countries endorsing the IPPC Guidelines will comply with DLAD 47.305-1, and MIL-STD-2073-1.

(f) Delays in delivery caused by non-complying pallets or wood package material will not be considered as beyond the control of the Contractor. Any applicable Government expense incurred as a result of the Contractor's failure to provide appropriate pallets or package material shall be reimbursed by the Contractor. Expenses may include the applicable cost for repackage, handling and return shipping, or the destruction of solid wood packaging material.

52.224-3 PRIVACY TRAINING (JAN 2017)

(a) *Definition*. As used in this clause, "personally identifiable information" means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual. (*See Office of Management and Budget (OMB) Circular A-130, Managing Federal Information as a Strategic Resource*).

(b) The Contractor shall ensure that initial privacy training, and annual privacy training thereafter, is completed by contractor employees who–

(1) Have access to a system of records;

(2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information on behalf of an agency; or

(3) Design, develop, maintain, or operate a system of records (see also FAR subpart 24.1 and 39.105).

(c) (1) Privacy training shall address the key elements necessary for ensuring the safeguarding of personally identifiable information or a system of records. The training shall be role-based, provide foundational as well as more advanced levels of training, and have measures in place to test the knowledge level of users. At a minimum, the privacy training shall cover —

(i) The provisions of the Privacy Act of 1974 (5 U.S.C. 552a), including penalties for violations of the Act;

(ii) The appropriate handling and safeguarding of personally identifiable information;

(iii) The authorized and official use of a system of records or any other personally identifiable information;

(iv) The restriction on the use of unauthorized equipment to create, collect, use, process, store, maintain, disseminate, disclose, dispose or otherwise access personally identifiable information;

(v) The prohibition against the unauthorized use of a system of records or unauthorized disclosure, access, handling, or use of personally identifiable information; and

(vi) The procedures to be followed in the event of a suspected or confirmed breach of a system of records or the unauthorized disclosure, access, handling, or use of personally identifiable information (see OMB guidance for Preparing for and Responding to a Breach of Personally Identifiable Information).

(2) Completion of an agency-developed or agency-conducted training course shall be deemed to satisfy these elements.

(d) The Contractor shall maintain and, upon request, provide documentation of completion of privacy training to the Contracting Officer.

(e) The Contractor shall not allow any employee access to a system of records, or permit any employee to create, collect, use, process, store, maintain, disseminate, disclose, dispose or otherwise handle

personally identifiable information, or to design, develop, maintain, or operate a system of records unless the employee has completed privacy training, as required by this clause.

(f) The substance of this clause, including this paragraph (f), shall be included in all subcontracts under this contract, when subcontractor employees will–

(1) Have access to a system of records;

(2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or

(3) Design, develop, maintain, or operate a system of records.

52.242-5 PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017)

(a) *Definitions*. As used in this clause —

Reduced payment means a payment that is for less than the amount agreed upon in a subcontract in accordance with its terms and conditions, for supplies and services for which the Government has paid the prime contractor.

Untimely payment means a payment that is more than 90 days past due under the terms and conditions of a subcontract, for supplies and services for which the Government has paid the prime contractor.

(b) *Notice*. The Contractor shall notify the Contracting Officer, in writing, not later than 14 days after —

(1) A small business subcontractor was entitled to payment under the terms and conditions of the subcontract; and

(2) The Contractor —

(i) Made a reduced or untimely payment to the small business subcontractor; or

(ii) Failed to make a payment, which is now untimely.

(c) *Content of notice*. The Contractor shall include the reason(s) for making the reduced or untimely payment in any notice required under paragraph (b) of this clause.

52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (OCT 2016)

(a) Definition.

First-tier subcontract means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor’s supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor’s general and administrative expenses or indirect costs.

(b) The Contractor shall report, in accordance with paragraphs (c) and (d) of this clause, annually by October 31, for services performed during the preceding Government fiscal year (October 1–September 30) under this contract for orders that exceed the thresholds established in 4.1703(a)(2).

(c) The Contractor shall report the following information:

(1) Contract number and order number.

(2) The total dollar amount invoiced for services performed during the previous Government fiscal year under the order.

(3) The number of Contractor direct labor hours expended on the services performed during the previous Government fiscal year.

(4) Data reported by subcontractors under paragraph (f) of this clause.

(d) The information required in paragraph (c) of this clause shall be submitted via the internet at www.sam.gov. (See SAM User Guide). If the Contractor fails to submit the report in a timely manner, the Contracting Officer will exercise appropriate contractual remedies. In addition, the Contracting Officer will make the Contractor's failure to comply with the reporting requirements a part of the Contractor's performance information under FAR subpart 42.15.

(e) Agencies will review Contractor reported information for reasonableness and consistency with available contract information. In the event the agency believes that revisions to the Contractor reported information are warranted, the agency will notify the Contractor no later than November 15. By November 30, the Contractor shall revise the report, or document its rationale for the agency.

(f) (1) The Contractor shall require each first-tier subcontractor providing services under this contract, with subcontract(s) each valued at or above the thresholds set forth in 4.1703(a)(2), to provide the following detailed information to the Contractor in sufficient time to submit the report:

(i) Subcontract number (including subcontractor name and unique entity identifier), and

(ii) The number of first-tier subcontractor direct-labor hours expended on the services performed during the previous Government fiscal year.

(2) The Contractor shall advise the subcontractor that the information will be made available to the public as required by section 743 of Division C of the Consolidated Appropriations Act, 2010.

52.222-41 SERVICE CONTRACT LABOR STANDARDS (AUG 2018)

(a) *Definitions*. As used in this clause –

Contractor when this clause is used in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

Service employee means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor.

(b) *Applicability*. This contract is subject to the following provisions and to all other applicable provisions of 41 U.S.C. chapter 67, Service Contract Labor Standards, and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.

(c) *Compensation.* (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary

of Labor or authorized representative, as specified in any wage determination attached to this contract.

(2) (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv) (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this paragraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Service Contract Labor Standards statute and this contract.

(vi) Upon discovery of failure to comply with subparagraphs (b)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under the contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) *Obligation to Furnish Fringe Benefits*. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) *Minimum Wage*. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) *Successor Contracts*. If this contract succeeds a contract subject to the Service Contract Labor Standards statute under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of

the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) *Notification to employees*. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of 41 U.S.C. 6703 and of this contract.

(h) *Safe and Sanitary Working Conditions*. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary or hazardous or dangerous to the health or safety of the service employee. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) *Records*. (1) The Contractor and each subcontractor performing work subject to the Service Contract Labor Standards statute shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, a record of the following:

(i) For each employee subject to the Service Contract Labor Standards statute —

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor will permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) *Pay Periods*. The Contractor shall unconditionally pay to each employee subject to the Service Contract Labor Standards statute all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this statute may not be of any duration longer than semi-monthly.

(k) *Withholding of Payments and Termination of Contract.* The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Service Contract Labor Standards statute all or part of the wages or fringe benefits due under the Service Contract Labor Standards statute, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) *Subcontract*s. The Contractor agrees to insert this clause in all subcontracts subject to the Service Contract Labor Standards statute.

(m) *Collective Bargaining Agreements Applicable to Service Employees*. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) *Seniority List*. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent prime Contractor shall furnish to the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) *Ruling and Interpretations*. Rulings and interpretations of the Service Contract Labor Standards statute are contained in Regulations, 29 CFR Part 4.

(p) *Contractor's Certification*. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it nor any person or firm who has a substantial interest in the Contractor’s firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under 41 U.S.C. 6706.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under 41 U.S.C. 6706.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) *Variations, Tolerances, and Exemptions Involving Employment.* Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to 41 U.S.C. 6707 prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by 41 U.S.C. 6703(1) without diminishing any fringe benefits or cash payments in lieu thereof required under 41 U.S.C. 6703(2), in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, persons with disabilities, and disabled clients of work centers under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the statute for the employment of apprentices, student-learners, persons with disabilities, or disabled clients of work centers not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two statutes, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) *Apprentices*. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) *Tips*. An employee engaged in an occupation in which the employee customarily and regularly receives more than $30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by 41 U.S.C. 6703(1), in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed $1.34 per hour beginning January 1, 1981. To use this provision —

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Labor Standards minimum wage through the combination of direct wages and tip credit;

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of 41 U.S.C. 6707(c).

(t) *Disputes Concerning Labor Standards*. The U.S. Department of Labor has set forth in 29 CFR Parts

4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

Note: Regulation 52.222-41
NOTE: This clause does not apply to the following 5 subcategories under Large Category C - Furniture and Furnishings: Office Furniture; Healthcare Furniture; Household, Dormitory & Quarters Furniture; Packaged Furniture; Miscellaneous Furniture.

52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS—PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (AUG 2018)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Labor Standards statute, (41 U.S.C. chapter 67), by the Administrator, Wage and Hour Division, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price, contract unit price labor rates, or fixed hourly labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of $4.00 per hour. The Contractor chose to pay $4.10. The new wage determination increases the minimum rate to $4.50 per hour. Even if the Contractor voluntarily increases the rate to $4.75 per hour, the allowable price adjustment is $.40 per hour;

(2) An increase or decrease wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (d) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing

by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract), and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates, or fixed hourly rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment in its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)

(a) *Definitions*. As used in this clause —

"Electronic Funds Transfer (EFT) indicator" means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management (SAM) records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

"'Registered in the System for Award Management (SAM)" means that —

(1) The Contractor has entered all mandatory information, including the unique entity identifier and the EFT indicator (if applicable), the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14), into SAM;

(2) The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in SAM;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record "Active".

"System for Award Management (SAM)" means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes. It includes—

(1) Data collected from prospective Federal awardees required for the conduct of business with the Government;

(2) Prospective contractor-submitted annual representations and certifications in accordance with FAR subpart 4.12; and

(3) Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

"Unique entity identifier" means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b) If the solicitation for this contract contained the provision 52.204–7 with its Alternate I, and the Contractor was unable to register prior to award, the Contractor shall be registered in SAM within 30 days after award or before three days prior to submission of the first invoice, whichever occurs first.

(c) The Contractor shall maintain registration in SAM during contract performance and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement. The Contractor is responsible for the currency, accuracy and completeness of the data within SAM, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in SAM after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in SAM to ensure it is current, accurate and complete. Updating information in SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(d) (1) (i) If a Contractor has legally changed its business name or *doing business* as name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to —

(A) Change the name in SAM;

(B) Comply with the requirements of subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (d)(1)(i) of this clause, or fails to perform the agreement at paragraph (d)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in SAM record to reflect an assignee for the purpose of assignment of claims (see FAR subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the ''Suspension of Payment'' paragraph of the EFT clause of this contract.

(3) The Contractor shall ensure that the unique entity identifier is maintained with the entity designated at www.sam.gov. for establishment of the unique entity identifier throughout the life of the contract. The Contractor shall communicate any change to the unique entity identifier to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the unique entity identifier does not necessarily require a novation be accomplished.

(e) Contractors may obtain additional information on registration and annual confirmation requirements at https://www.sam.gov.

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management via https://www.sam.gov.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111–212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments —

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by —

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for —

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the nonpublic segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209–9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111–212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) *Contractor's EFT information*. The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM). In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to SAM.

(c) *Mechanisms for EFT payment*. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) *Suspension of payment*. If the Contractor’s EFT information in SAM is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into SAM; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor’s EFT information incorrectly, the Government remains responsible for—

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor’s EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) *EFT and prompt payment*. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims*. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in SAM and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to Subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that

shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) *Payment information*. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in SAM.

552.238-107 TRAFFIC RELEASE (SUPPLIES) (MAY 2019)

Supplies ordered by GSA for export will not be shipped by the Contractor until shipping instructions are received from GSA. To obtain shipping instructions, the Contractor shall forward completed copies of GSA Form 1611, Application for Shipping Instructions and Notice of Availability, to the GSA office designated on the purchase order at least 15 days prior to the anticipated shipping date. Copies of GSA Form 1611 will be furnished to the Contractor with the purchase order. Failure to comply with this requirement could result in nonacceptance of the material by authorities at the port of exportation. When supplies for export are ordered by other Government agencies the Contractor should obtain shipping instructions from the ordering agency.

552.238-86 DELIVERY SCHEDULE (MAY 2019)

(a) *Time of delivery*. The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO) in the case of F.O.B. Destination prices; or to place of shipment in transit in the case of F.O.B. Origin prices, as set forth below. Offerors shall insert in the "Time of Delivery (days ARO)" column in the schedule of Items a definite number of calendar days within which delivery will be made. In no case shall the offered delivery time exceed the Contractor's normal business practice. The Government requires the Contractor's normal delivery time, as long as it is less than the "stated" delivery time(s) shown below. If the Offeror does not insert a delivery time in the schedule of items, the Offeror will be deemed to offer delivery in accordance with the Government's stated delivery time, as stated below [*The contracting officer shall insert the solicited items or Special Item Numbers (SIN) as well as a reasonable delivery time that corresponds with each item or SIN, if known*]:

Items or group of items (special item no. or nomenclature)

_____

Government's stated delivery time (days ARO)

_____

Contractor's delivery time

_____

(b) *Expedited delivery times*. For those items that can be delivered quicker than the delivery times in paragraph (a) of this clause, the Offeror is requested to insert below, a time (hours/days ARO) that delivery can be made when expedited delivery is requested.

Items or group of items (special item no. or nomenclature)

_____

Expedited delivery time (hours/days ARO)

_____

(c) Overnight and 2-Day delivery times. Ordering activities may require overnight or 2-day delivery. The Offeror is requested to annotate its price list or by separate attachment identify the items that can be delivered overnight or within 2 days. Contractors offering such delivery services will be required to state in the cover sheet to its FSS price list details concerning this service.

552.238-89 DELIVERIES TO THE U.S. POSTAL SERVICE (MAY 2019)

(a) *Applicability*. This clause applies to orders placed for the U.S. Postal Service (USPS) and accepted by the Contractor for the delivery of supplies to a USPS facility (consignee).

(b) *Mode/method of transportation*. Unless the Contracting Officer grants a waiver of this requirement, any shipment that meets the USPS requirements for mailability (i.e., 70 pounds or less, combined length and girth not more than 108 inches, etc.) delivery shall be accomplished via the use of the USPS. Other commercial services shall not be used, but this does not preclude the Contractor from making delivery by the use of the Contractor's own vehicles.

(c) *Time of delivery*. Notwithstanding the required time for delivery to destination as may be specified elsewhere in this contract, if shipments under this clause are mailed not later than five (5) calendar days before the required delivery date, delivery shall be deemed to have been made timely.

552.238-90 CHARACTERISTICS OF ELECTRIC CURRENT (MAY 2019)

Contractors supplying equipment which uses electrical current are required to supply equipment suitable for the electrical system at the location at which the equipment is to be used as specified on the order.

552.238-91 MARKING AND DOCUMENTATION REQUIREMENTS FOR SHIPPING (MAY 2019)

(a) *Responsibility*. It shall be the responsibility of the ordering activity to determine the full marking and documentation requirements necessary under the various methods of shipment authorized by the contract.

(b) *Documentation*. In the event the ordering activity fails to provide the essential information and documentation, the Contractor shall, within three days after receipt of order, contact the ordering activity and advise them accordingly. The Contractor shall not proceed with any shipment requiring transshipment via U.S. Government facilities without the prerequisites stated in paragraph (c) of this section.

(c) *Direct shipments*. The Contractor shall mark all items ordered against this contract with indelible ink, paint or fluid, as follows:

(1) Traffic Management or Transportation Officer at FINAL destination.

(2) Ordering Supply Account Number.

(3) Account number.

(4) Delivery Order or Purchase Order Number.

(5) National Stock Number, if applicable; or Contractor's item number.

(6) Box _____ of _____ Boxes.

(7) Nomenclature (brief description of items).

552.238-92 VENDOR MANAGED INVENTORY (VMI) PROGRAM (MAY 2019)

(a) The term “Vendor Managed Inventory” describes a system in which the Contractor monitors and maintains specified inventory levels for selected items at designated stocking points. VMI enables the Contractor to plan production and shipping more efficiently. Stocking points benefit from reduced inventory but steady stock levels.

(b) Contractors that commercially provide a VMI-type system may enter into similar partnerships with ordering agencies under a Blanket Purchase Agreement.

552.238-93 ORDER ACKNOWLEDGMENT (MAY 2019)

Contractors shall acknowledge only those orders which state “Order Acknowledgment Required.” These orders shall be acknowledged within 10 calendar days after receipt. Such acknowledgment shall be sent to the ordering activity placing the order and contain information pertinent to the order, including the anticipated delivery date.

552.238-94 ACCELERATED DELIVERY REQUIREMENTS (MAY 2019)

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, the ordering activity is encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within three (3) business days after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

552.238-95 SEPARATE CHARGE FOR PERFORMANCE ORIENTED PACKAGING (POP) (MAY 2019)

(a) Offerors are requested to list the hazardous material item to which the separate charge applies in the spaces provided in this paragraph or on a separate attachment. The final price shall be quoted separately at the order level and, if considered reasonable, will be accepted as part of the order.

ITEMS	
SINS or Descriptive Name of Articles (as appropriate)	Charge for Performance Oriented

(b) Ordering activities will not be obligated to utilize the Contractor's services for Performance Oriented Packaging, and they may obtain such services elsewhere if desired. However, the Contractor shall provide items in Performance Oriented Packaging when such packing is specified on the delivery order. The Contractor's contract price and the charge for Performance Oriented Packaging will be

shown as separate entries on the delivery order.

552.238-96 SEPARATE CHARGE FOR DELIVERY WITHIN CONSIGNEE'S PREMISES (MAY 2019) 538.273(d)(20)

(a) Offerors are requested to insert, in the spaces provided below or by attachment hereto, a separate charge for “Delivery Within Consignee's Premises” applicable to each shipping container to be shipped. (Articles which are comparable in size and weight, and for which the same charge is applicable, should be grouped under an appropriate item description.) These additional charges will be accepted as part of the award, if considered reasonable, and shall be included in the Contractor's published catalog and/or price list.

(b) Ordering activities are not obligated to issue orders on the basis of “Delivery Within Consignee's Premises,” and Contractors may refuse delivery on that basis provided such refusal is communicated in writing to the ordering activity issuing such orders within 5 days of the receipt of such order by the Contractor and provided further, that delivery is made in accordance with the other delivery requirements of the contract. Failure of the Contractor to submit this notification within the time specified shall constitute acceptance to furnish “Delivery Within Consignee's Premises” at the additional charge awarded. When an ordering activity issues an order on the basis of “Delivery Within Consignee's Premises” at the accepted additional charge awarded and the Contractor accepts such orders on that basis, the Contractor will be obligated to provide delivery “F.o.b. Destination, Within Consignee's Premises” in accordance with FAR 52.247-35, which is then incorporated by reference, with the exception that an additional charge as provided herein is allowed for such services. Unless otherwise stipulated by the Offeror, the additional charges awarded hereunder may be applied to any delivery within the 48 contiguous States and the District of Columbia.

(c) When exercising their option to issue orders on the basis of delivery service as provided herein, ordering activities will specify “Delivery Within Consignee's Premises” on the order, and will indicate the exact location to which delivery is to be made. The Contractor's delivery price and the additional charge(s) for “Delivery Within Consignee's Premises” will be shown as separate entries on the order..

ITEMS	
(NSNs or Special Item Numbers or Descriptive Name of Articles)	Additional Charge (Per shipping container) FOR “DELIVERY WITHIN CONSIGNEE'S PREMISES”

552.238-100 TRANSSHIPMENTS (MAY 2019)

(a) The Contractor shall complete two (2) DD Forms 1387, Military Shipment Labels and, if applicable, four copies of DD Form 1387-2, Special Handling/Data Certification-used when shipping chemicals, dangerous cargo, etc.

(1) Two copies of the DD Form 1387 will be attached to each shipping container delivered to the port Transportation Officer for subsequent transshipment by the Government as otherwise provided for under the terms of this contract.

(2) These forms will be attached to one end and one side, not on the top or bottom, of the container.

(3) The Contractor will complete the bottom line of these forms, which pertains to the number of pieces, weight and cube of each piece, using U.S. weight and cubic measures. Weights will be rounded off to the nearest pound. (One kg = 2.2 U.S. pounds; one cubic meter = 35.3156 cubic

feet.)

(b) In addition, if the cargo consists of chemicals, or is dangerous, one copy of the DD Form 1387-2 will be attached to the container, and three copies will be furnished to the Transportation Officer with the Bill of Lading.

(c) Dangerous cargo will not be intermingled with non-dangerous cargo in the same container.

(d) Copies of the above forms and preparation instructions will be obtained from the ordering activity issuing the Delivery Order. Reproduced copies of the forms are acceptable.

(e) Failure to include DD Form 1387, and DD Form 1387-2, if applicable, on each shipping container will result in rejection of shipment by the port Transportation Officer.

552.238-101 FOREIGN TAXES AND DUTIES (MAY 2019)

Prices offered must be net, delivered, f.o.b. to the destinations accepted by the Government.

(a) The Contractor warrants that such prices do not include any tax, duty, customs fees, or other foreign Governmental costs, assessments, or similar charges from which the U.S. Government is exempt.

(b) Standard commercial export packaging, including containerization, if necessary, packaging, preservation, and/or marking are included in the pricing offered and accepted by the Government.

552.238-102 ENGLISH LANGUAGE AND U.S. DOLLAR REQUIREMENTS (MAY 2019)

(a) All documents produced by the Contractor to fulfill requirements of this contract including, but not limited to, Federal Supply Schedule catalogs and price lists, must reflect all terms and conditions in the English language.

(b) U.S. dollar equivalency, if applicable, will be based on the rates published in the “Treasury Reporting Rates of Exchange” in effect as of the date of the agency's purchase order or in effect during the time period specified elsewhere in this contract.

552.238-103 ELECTRONIC COMMERCE (MAY 2019)

(a) General background. The Federal Acquisition Streamlining Act (FASA) of 1994 requires the Government to evolve its acquisition process from one driven by paper to an expedited process based on electronic commerce/electronic data interchange (EC/EDI). EC/EDI encompasses more than merely automating manual processes and eliminating paper transactions. EC/EDI improves business processes (e.g. procurement, finance, logistics) into a fully electronic environment and fundamentally changes the way organizations operate.

(b) Trading partners and Value-Added Networks (VAN's).

(1) Within the electronic commerce architecture, electronic documents (e.g., orders, invoices, etc.) are carried between the Federal Government's procuring office and Contractors (now known as “trading partners”). These transactions are carried by commercial telecommunications companies called Value-Added Networks (VAN's).

(2) EDI can be performed using commercially available hardware, software, and telecommunications. The selection of a VAN is a business decision Contractors must make. There are many different VAN's which provide a variety of electronic services and different pricing strategies. If the VAN only provides communications services, you may also need a

software translation package.

(c) Registration instructions. To perform EDI with the Government, Contractors shall register as a trading partner. Contractors will provide regular business information, banking information, and EDI capabilities to all agencies in this single registration. A central repository of all trading partners is the Systems for Award Management (SAM) http://www.sam.gov. Contractors shall follow the instructions on the SAM website regarding how to register for EDI.

(d) Implementation conventions. All EDI transactions must comply with the Federal Implementation Conventions (ICs). The ICs are available on a registry maintained by the National Institute of Standards and Technology (NIST). It is accessible via the INTERNET at http://www.nist.gov/itl. ICs are available for common business documents such as Purchase Order, Price Sales Catalog, Invoice, Request for Quotes, etc.

(e) Additional information. GSA has additional information available for Contractors who are interested in using EC/EDI on its website, http://www.gsa.gov.

(f) GSA Advantage!®.

(1) GSA Advantage!® uses electronic commerce to receive catalogs, invoices and text messages; and to send purchase orders, application advice, and functional acknowledgments. GSA Advantage!® enables customers to:

(i) Perform database searches across all contracts by manufacturer; manufacturer's model/part number; Contractor; and generic supply categories.

(ii) Generate EDI delivery orders to Contractors, generate EDI delivery orders from the Federal Supply Service to Contractors, or download files to create their own delivery orders.

(iii) Use the credit card.

(2) GSA Advantage!® may be accessed via the GSA Home Page. The Internet address is: http://www.gsa.gov.

552.238-104 DISSEMINATION OF INFORMATION BY CONTRACTOR (MAY 2019)

The Government will provide the Contractor with a single copy of the resulting Federal Supply Schedule contract award documents. However, it is the responsibility of the Contractor to furnish all sales outlets authorized to participate in the performance of the contract with the terms, conditions, pricing schedule, and other appropriate information.

552.238-106 INTERPRETATION OF CONTRACT REQUIREMENTS (MAY 2019)

No interpretation of any provision of this contract, including applicable specifications, shall be binding on the Government unless furnished or agreed to in writing by the Contracting Officer or his designated representative.

552.238-70 COVER PAGE FOR WORLDWIDE FEDERAL SUPPLY SCHEDULES (MAY 2019) FOR ALL GEOGRAPHIC AREAS

Solicitation No. 47QSMD20R0001 Refresh 0026

Federal Supply Schedule Contract for All Geographic Areas.

(a) Federal Supply Classification (FSC) GROUP: Various
PART: Various
SECTION: Various
SUPPLY: Various
FSC CLASS(ES)/PRODUCT CODE(S)/NAICS: Various

(b) STANDARD INDUSTRY GROUP: Various
SERVICE: Various
SERVICE CODE(S)/NAICS: Various

552.238-79 CANCELLATION (MAY 2019)

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 calendar days after the other party receives the notice of cancellation. If the Contractor elects to cancel this contract, the Government will not reimburse the minimum guarantee.

552.238-81 PRICE REDUCTIONS (MAY 2019)

(a) Before award of a contract, the Contracting Officer and the Offeror will agree upon (1) the customer (or category of customers) which will be the basis of award, and (2) the Government's price or discount relationship to the identified customer (or category of customers). This relationship shall be maintained throughout the contract period. Any change in the Contractor's commercial pricing or discount arrangement applicable to the identified customer (or category of customers) which disturbs this relationship shall constitute a price reduction.

(b) During the contract period, the Contractor shall report to the Contracting Officer all price reductions to the customer (or category of customers) that was the basis of award. The Contractor's report shall include an explanation of the conditions under which the reductions were made.

(c) (1) A price reduction shall apply to purchases under this contract if, after the date negotiations conclude, the Contractor

(i) Revises the commercial catalog, pricelist, schedule or other document upon which contract award was predicated to reduce prices;

(ii) Grants more favorable discounts or terms and conditions than those contained in the commercial catalog, pricelist, schedule or other documents upon which contract award was predicated; or

(iii) Grants special discounts to the customer (or category of customers) that formed the basis of award, and the change disturbs the price/discount relationship of the Government to the customer (or category of customers) that was the basis of award.

(2) The Contractor shall offer the price reduction to the eligible ordering activity with the same effective date, and for the same time period, as extended to the commercial customer (or category of customers).

(d) There shall be no price reduction for sales —

(1) To commercial customers under firm, fixed-price definite quantity contracts with specified delivery in excess of the maximum order threshold specified in this contract;

(2) To Federal agencies;

(3) Made to Eligible Ordering Activities identified in GSAR Clause 552.238-113 when the order

is placed under this contract (and the Eligible Ordering Activities identified in GSAR Clause 552.238-113 is the agreed upon customer or category of customer that is the basis of award); or

(4) Caused by an error in quotation or billing, provided adequate documentation is furnished by the Contractor to the Contracting Officer.

(e) The Contractor may offer the Contracting Officer a voluntary Governmentwide price reduction at any time during the contract period.

(f) The Contractor shall notify the Contracting Officer of any price reduction subject to this clause as soon as possible, but not later than 15 calendar days after its effective date.

(g) The contract will be modified to reflect any price reduction which becomes applicable in accordance with this clause.

Note: Regulation 552.238-81
This clause does not apply to contracts participating in the Transactional Data Reporting (TDR) Pilot. Please refer to clause 552.238-81 Alternate I.

552.238-81 PRICE REDUCTIONS (MAY 2019) (ALTERNATE I - APR 2014)

(a) The Government may request from the Contractor, and the Contractor may provide to the Government, a temporary or permanent price reduction at any time during the contract period.

(b) The Contractor may offer the Contracting Officer a voluntary price reduction at any time during the contract period.

Note: Regulation 552.238-81
This clause applies to contracts participating in the Transactional Data Reporting (TDR) Pilot.

552.238-83 EXAMINATION OF RECORDS BY GSA (FEDERAL SUPPLY SCHEDULES) (MAY 2019)

The Contractor agrees that the Administrator of General Services or any duly authorized representative shall have access to and the right to examine any books, documents, papers and records of the contractor involving transactions related to this contract for overbillings, billing errors, compliance with contract clauses 552.238-81, Price Reductions and 552.238-80, Industrial Funding Fee and Sales Reporting. This authority shall expire 3 years after final payment. The basic contract and each option shall be treated as separate contracts for purposes of applying this clause.

Note: Regulation 552.238-83
The types of books, documents, papers and records shall include but are not to be limited to:

- Eligible users of the GSA Sources of Supply and Services, as defined by OGP 4800.2I and/or subsequent orders,
- Basis of Award customers, 552.238-81 Price Reductions, and 552.238-80 Industrial Funding Fee and Sales Reporting,

- Verifying CSP-1 Form accuracy and completeness,
- GSA MAS Contractor Team Arrangements (CTAs), and
- Authorized Dealers incorporated into the MAS contract by the Contracting Officer.

552.238-84 DISCOUNTS FOR PROMPT PAYMENT (MAY 2019)

(a) Discounts for early payment (hereinafter referred to as “discounts” or “the discount”) will be considered in evaluating the relationship of the Offeror's concessions to the Government vis-a-vis the Offeror's concessions to its commercial and Federal non-schedule customers, but only to the extent indicated in this clause.

(b) Discounts will not be considered to determine the low Offeror in the situation described in the “Offers on Identical Products” provision of this solicitation.

(c) Uneconomical discounts will not be considered as meeting the criteria for award established by the Government. In this connection, a discount will be considered uneconomical if the annualized rate of return for earning the discount is lower than the “value of funds” rate established by the Department of the Treasury and published quarterly in the Federal Register. The “value of funds” rate applied will be the rate in effect on the date specified for the receipt of offers.

(d) Discounts for early payment may be offered either in the original offer or on individual invoices submitted under the resulting contract. Discounts offered will be taken by the ordering activity if payment is made within the discount period specified.

(e) Discounts that are included in offers become a part of the resulting contracts and are binding on the Contractor for all orders placed under the contract. Discounts offered only on individual invoices will be binding on the Contractor only for the particular invoice on which the discount is offered.

(f) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the date on which an electronic funds transfer was made.

552.238-85 CONTRACTOR'S BILLING RESPONSIBILITIES (MAY 2019)

(a) The Contractor is required to perform all billings made pursuant to this contract. However, if the Contractor has dealers that participate on the contract and the billing/payment process by the Contractor for sales made by the dealer is a significant administrative burden, the following alternative procedures may be used. Where dealers are allowed by the Contractor to bill ordering activities and accept payment in the Contractor's name, the Contractor agrees to obtain from all dealers participating in the performance of the contract a written agreement, which will require dealers to

(1) Comply with the same terms and conditions as the Contractor for sales made under the contract;

(2) Maintain a system of reporting sales under the contract to the manufacturer, which includes

(i) The date of sale;

(ii) The ordering activity to which the sale was made;

(iii) The service or supply/model sold;

(iv) The quantity of each service or supply/model sold;

(v) The price at which it was sold, including discounts; and

(vi) All other significant sales data.

(3) Be subject to audit by the Government, with respect to sales made under the contract; and

(4) Place orders and accept payments in the name of the Contractor in care of the dealer.

(b) An agreement between a Contractor and its dealers pursuant to this procedure will not establish privity of contract between dealers and the Government.

552.238-87 DELIVERY PRICES (MAY 2019)

(a) Prices offered must cover delivery as provided below to destinations located within the 48 contiguous States and the District of Columbia.

(1) Delivery to the door of the specified Government activity by freight or express common carriers on articles for which store-door delivery is provided, free or subject to a charge, pursuant to regularly published tariffs duly filed with the Federal and/or State regulatory bodies governing such carrier; or, at the option of the Contractor, by parcel post on mailable articles, or by the Contractor's vehicle. Where store-door delivery is subject to a charge, the Contractor shall place the notation “Delivery Service Requested” on bills of lading covering such shipments, and pay such charge and add the actual cost thereof as a separate item to his invoice.

(2) Delivery to siding at destinations when specified by the ordering office, if delivery is not covered under paragraph (a)(1) of this section.

(3) Delivery to the freight station nearest destination when delivery is not covered under paragraph (a)(1) or (2) of this section.

(b) The Offeror shall indicate in the offer whether or not prices submitted cover delivery f.o.b. destination in Alaska, Hawaii, and the Commonwealth of Puerto Rico.

(c) When deliveries are made to destinations outside the contiguous 48 States; i.e., Alaska, Hawaii, and the Commonwealth of Puerto Rico, and are not covered by paragraph (b), above, the following conditions will apply:

(1) Delivery will be f.o.b. inland carrier, point of exportation (FAR 52.247-38), with the transportation charges to be paid by the Government from point of exportation to destination in Alaska, Hawaii, or the Commonwealth of Puerto Rico, as designated by the ordering office. The Contractor shall add the actual cost of transportation to destination from the point of exportation in the 48 contiguous States nearest to the designated destination. Such costs will, in all cases, be based upon the lowest regularly established rates on file with the Interstate Commerce Commission, the U.S. Maritime Commission (if shipped by water), or any State regulatory body, or those published by the U.S. Postal Service; and must be supported by paid freight or express receipt or by a statement of parcel post charges including weight of shipment.

(2) The right is reserved to ordering agencies to furnish Government bills of lading.

552.238-97 PARTS AND SERVICE (MAY 2019)

(a) For equipment under items listed in the schedule of items or services on which offers are submitted, the Contractor represents by submission of this offer that parts and services (including the performing of warranty or guarantee service) are now available from dealers or distributors serving the areas of ultimate overseas destination or that such facilities will be established and will be maintained throughout the contract period. If a new servicing facility is to be established, the facility shall be

established no later than the beginning of the contract period.

(b) Each Contractor shall be fully responsible for the services to be performed by the named servicing facilities, or by such facilities to be established, and fully guarantees performance of such services if the original service proves unsatisfactory.

(c) Contractors are requested to provide the Ordering Activity, the names and addresses of all supply and service points maintained in the geographic area in which the Contractor will perform. Please indicate opposite each point whether or not a complete stock of repair parts for items offered is carried at that point, and whether or not mechanical service is available.

552.238-98 CLAUSES FOR OVERSEAS COVERAGE (MAY 2019)

(a) 52.214-34 Submission of Offers in the English Language

(b) 52.214-35 Submission of Offers in U.S. Currency

(c) 552.238-90 Characteristics of Electric Current

(d) 552.238-91 Marking and Documentation Requirements Per Shipment

(e) 552.238-97 Parts and Service

(f) 552.238-99 Delivery Prices Overseas

(g) 552.238-100 Transshipments

(h) 552.238-101 Foreign Taxes and Duties

(i) 52.247-34 FOB Destination

(j) 52.247-38 FOB Inland Carrier, Point of Exportation

(k) 52.247-39 FOB Inland Point, Country of Importation

552.238-99 DELIVERY PRICES OVERSEAS (MAY 2019)

(a) Prices offered must cover delivery to destinations as provided as follows:

(1) Direct delivery to consignee. F.O.B. Inland Point, Country of Importation (FAR 52.247-39). (Offeror should indicate countries where direct delivery will be provided.)

(2) Delivery to overseas assembly point for transshipment when specified by the ordering activity, if delivery is not covered under paragraph (1), above.

(3) Delivery to the overseas port of entry when delivery is not covered under paragraph (a)(1) or (2) of this section.

(b) Geographic area(s)/countries/zones which are intended to be covered must be identified in the offer.

52.216-32 TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN (SEP 2019) (ALT I SEP 2019)

(a) In accordance with 41 U.S.C. 4106(g), the Agency has designated the following task-order and delivery-order Ombudsman for this contract. The Ombudsman must review complaints from the Contractor concerning all task-order and delivery-order actions for this contract and ensure the Contractor is afforded a fair opportunity for consideration in the award of orders, consistent with the procedures in the contract.

[Contracting Officer to insert name, address, telephone number, and email address for the Agency Ombudsman or provide the URL address where this information may be found.]

(b) Consulting an ombudsman does not alter or postpone the timeline for any other process (e.g., protests).

(c) Before consulting with the Ombudsman, the Contractor is encouraged to first address complaints with the Contracting Officer for resolution. When requested by the Contractor, the Ombudsman may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

(d) Contracts used by multiple agencies.

(1) This is a contract that is used by multiple agencies. Complaints from Contractors concerning orders placed under contracts used by multiple agencies are primarily reviewed by the task-order and delivery-order Ombudsman for the ordering activity.

(2) The ordering activity has designated the following task-order and delivery-order Ombudsman for this order:

[The ordering activity's contracting officer to insert the name, address, telephone number, and email address for the ordering activity's Ombudsman or provide the URL address where this information may be found.]

(3) Before consulting with the task-order and delivery-order Ombudsman for the ordering activity, the Contractor is encouraged to first address complaints with the ordering activity's Contracting Officer for resolution. When requested by the Contractor, the task-order and delivery-order Ombudsman for the ordering activity may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

End of clause

52.219-13 NOTICE OF SET-ASIDE OF ORDERS (MAR 2020)

(a) The Contracting Officer may set aside orders for the small business concerns identified in 19.000(a)(3).

(b) The Contracting Officer will give notice of the order or orders, if any, to be set aside for small business concerns identified in 19.000(a)(3) and the applicable small business program. This notice, and its restrictions, will apply only to the specific orders that have been set aside for any of the small business concerns identified in 19.000(a)(3).

End of clause

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (MAR 2020)

(a) *Definition.*

"*Small business concern,*" as used in this clause, means a concern, including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) *Applicability.* This clause applies only to —

(1) Contracts that have been totally set aside for small business concerns; and

(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) General.

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

End of clause

552.238-77 SUBMISSION AND DISTRIBUTION OF AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LISTS (MAR 2020)

(a) The Contractor shall submit its Authorized Federal Supply Schedule Price List on a common-use electronic medium as prescribed by GSA. Some structured data entry in a prescribed format may be required.

(b) Eligible ordering activities will utilize GSA's online shopping and ordering system to review a Contractors' price lists.

End of clause

Note: Regulation 552.238-77
Contractors must follow the detailed guidance and requirements provided in the Requirements after getting a MAS contract page (https://www.gsa.gov/buy-through-us/purchasing-programs/multiple-award-schedule/help-with-mas-contracts-to-sell-to-government/requirements-after-getting-a-mas-contract?gsaredirect=mascontractrequirements) when submitting electronic data for inclusion on the GSA Advantage! website.

52.202-1 DEFINITIONS (JUN 2020)

When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless-

(a) The solicitation, or amended solicitation, provides a different definition;

(b) The contracting parties agree to a different definition;

(c) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning;

(d) The word or term is defined in FAR part 31, for use in the cost principles and procedures; or

(e) The word or term defines an acquisition-related threshold, and if the threshold is adjusted for inflation as set forth in FAR 1.109(a), then the changed threshold applies throughout the remaining term of the contract, unless there is a subsequent threshold adjustment; see FAR 1.109(d).

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)

(a) *Definitions.* As used in this clause:

"Executive" means officers, managing partners, or any other employees in management positions.

"First-tier subcontract" means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

"Month of award" means the month in which a contract is signed by the Contracting Officer or the month in which a first-tier subcontract is signed by the Contractor.

"Total compensation" means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) *Salary and bonus.*

(2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board's Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.

(3) *Earnings for services under non-equity incentive plans*. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

(5) *Above-market earnings on deferred compensation which is not tax-qualified.*

(6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c) Nothing in this clause requires the disclosure of classified information.

(d) (1) Executive compensation of the prime contractor. As a part of its annual registration requirement in the System for Award Management (SAM) database (Federal Acquisition Regulation (FAR) provision 52.204-7), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if –

(i) In the Contractor's preceding fiscal year, the Contractor received –

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

(2) *First-tier subcontract information*. Unless otherwise directed by the Contracting Officer, or as provided in paragraph (g) of this clause, by the end of the month following the month of award of a first-tier subcontract valued at or above the threshold specified in FAR 4.1403(a) on the date of subcontract award, the Contractor shall report the following information at http://www.fsrs.gov for that first-tier subcontract. (The Contractor shall follow the instructions at http://www.fsrs.gov to report the data.)

(i) Unique entity identifier for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(3) *Executive compensation of the first-tier subcontractor*. Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract valued at or above the threshold specified in FAR 4.1403(a) on the date of subcontract award, and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at http://www.fsrs.gov, if -

(i) In the subcontractor's preceding fiscal year, the subcontractor received –

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

(e) The Contractor shall not split or break down first-tier subcontract awards to a value below the threshold specified in FAR 4.1403(a), on the date of subcontract award to avoid the reporting requirements in paragraph (d) of this clause.

(f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.

(g) (1) If the Contractor in the previous tax year had gross income, from all sources, under $300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under $300,000, the Contractor does not need to report awards for that subcontractor.

(h) The FSRS database at http://www.fsrs.gov will be prepopulated with some information from SAM and FPDS databases. If FPDS information is incorrect, the contractor should notify the contracting officer. If the SAM database information is incorrect, the contractor is responsible for correcting this information.

52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)

(a) *Definition.* As used in this clause-

Commercial and Government Entity (CAGE) code means-

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by

the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

(b) Contractors shall ensure that the CAGE code is maintained throughout the life of the contract for each location of contract, including subcontract, performance. For contractors registered in the System for Award Management (SAM), the DLA Commercial and Government Entity (CAGE) Branch shall only modify data received from SAM in the CAGE master file if the contractor initiates those changes via update of its SAM registration. Contractors undergoing a novation or change-of-name agreement shall notify the contracting officer in accordance with subpart 42.12. The contractor shall communicate any change to the CAGE code to the contracting officer within 30 days after the change, so that a modification can be issued to update the CAGE code on the contract.

(c) Contractors located in the United States or its outlying areas that are not registered in SAM shall submit written change requests to the DLA Commercial and Government Entity (CAGE) Branch. Requests for changes shall be provided at https://cage.dla.mil. Change requests to the CAGE master file are accepted from the entity identified by the code.

(d) Contractors located outside the United States and its outlying areas that are not registered in SAM shall contact the appropriate National Codification Bureau (points of contact available at http://www.nato.int/structur/AC/135/main/links/contacts.htm) or NSPA at https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx to request CAGE changes.

(e) Additional guidance for maintaining CAGE codes is available at https://cage.dla.mil.

(f) If the contract includes Federal Acquisition Regulation clause 52.204-2, Security Requirements, the contractor shall ensure that subcontractors maintain their CAGE code(s) throughout the life of the contract.

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)

(a) *Equal opportunity clause*. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60– 741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) *Subcontracts*. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

(a) *Definitions.* As used in this clause -

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

(b) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60–300.5(a), as of March 24, 2014. This clause prohibits discrimination against

qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) *Subcontracts.* The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)

(a) *Definitions.* As used in this clause, “active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” and “recently separated veteran,” have the meanings given in Federal Acquisition Regulation (FAR) 22.1301.

(b) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on-

(1) The total number of employees in the contractor’s workforce, by job category and hiring location, who are protected veterans (*i.e*., active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans);

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of protected veterans (*i.e.*, active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans); and

(3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

(c) The Contractor shall report the above items by filing the VETS–4212 “Federal Contractor Veterans’ Employment Report” (see “VETS–4212 Federal Contractor Reporting” and “Filing Your VETS–4212 Report” at http://www.dol.gov/vets/vets4212.htm).

(d) The Contractor shall file VETS-4212 Reports no later than September 30 of each year.

(e) The employment activity report required by paragraphs (b)(2) and (b)(3) of this clause shall reflect total new hires, and maximum and minimum number of employees, during the most recent 12–month period preceding the ending date selected for the report. Contractors may select an ending date-

(1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or

(2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(f) The number of veterans reported must be based on data known to the contractor when completing the VETS-4212. The contractor’s knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve an employer of liability for discrimination under 38 U.S.C. 4212.

(g) The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor.

52.225-19 Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States (MaY 2020)

(a) Definitions. As used in this clause--

Chief of mission means the principal officer in charge of a diplomatic mission of the United States or of a United States office abroad which is designated by the Secretary of State as diplomatic in nature, including any individual assigned under section 502(c) of the Foreign Service Act of 1980 (Pub. L. 96-465) to be temporarily in charge of such a mission or office.

Combatant commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. Designated operational area means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

Supporting a diplomatic or consular mission means performing outside the United States under a contract administered by Federal agency personnel who are subject to the direction of a chief of mission.

(b) *General*.

(1) This clause applies when Contractor personnel are required to perform outside the United States--

(i) In a designated operational area during--

(A) Contingency operations;

(B) Humanitarian or peacekeeping operations; or

(C) Other military operations; or military exercises, when designated by the Combatant Commander; or

(ii) When supporting a diplomatic or consular mission--

(A) That has been designated by the Department of State as a danger pay post (see https://aoprals.state.gov/); or

(B) That the Contracting Officer has indicated is subject to this clause.

(2) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, and in accordance with paragraph (i)(3) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when use of such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in the contract or with their job description and terms of employment.

(4) Service performed by Contractor personnel subject to this clause is not active duty or service

under 38 U.S.C. 106 note.

(c) *Support.* Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for Contractor personnel engaged in this contract.

(d) *Compliance with laws and regulations.* The Contractor shall comply with, and shall ensure that its personnel in the designated operational area or supporting the diplomatic or consular mission are familiar with and comply with, all applicable--

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Force protection, security, health, or safety orders, directives, and instructions issued by the Chief of Mission or the Combatant Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) *Preliminary personnel requirements.*

(1) Specific requirements for paragraphs (e)(2)(i) through (e)(2)(vi) of this clause will be set forth in the statement of work, or elsewhere in the contract.

(2) Before Contractor personnel depart from the United States or a third country, and before Contractor personnel residing in the host country begin contract performance in the designated operational area or supporting the diplomatic or consular mission, the Contractor shall ensure the following:

(i) All required security and background checks are complete and acceptable.

(ii) All personnel are medically and physically fit and have received all required vaccinations.

(iii) All personnel have all necessary passports, visas, entry permits, and other documents required for Contractor personnel to enter and exit the foreign country, including those required for in-transit countries.

(iv) All personnel have received--

(A) A country clearance or special area clearance, if required by the chief of mission; and

(B) Theater clearance, if required by the Combatant Commander.

(v) All personnel have received personal security training. The training must at a minimum--

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract. Isolated personnel are military or civilian personnel separated from their unit or

organization in an environment requiring them to survive, evade, or escape while awaiting rescue or recovery.

(vii) All personnel who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdiction over the area of operations on-line at http://www.travel.state.gov.

(3) The Contractor shall notify all personnel who are not a host country national or ordinarily resident in the host country that--

(i) If this contract is with the Department of Defense, or the contract relates to supporting the mission of the Department of Defense outside the United States, such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 et seq.);

(ii) Pursuant to the War Crimes Act, 18 U.S.C. 2441, Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States; and

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of United States diplomatic, consular, military or other United States Government missions outside the United States (18 U.S.C. 7(9)).

(f) *Processing and departure points.* The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the designated operational area or supporting the diplomatic or consular mission to--

(1) Process through the departure center designated in the contract or complete another process as directed by the Contracting Officer;

(2) Use a specific point of departure and transportation mode as directed by the Contracting Officer; and

(3) Process through a reception center as designated by the Contracting Officer upon arrival at the place of performance.

(g) *Personnel data.*

(1) Unless personnel data requirements are otherwise specified in the contract, the Contractor shall establish and maintain with the designated Government official a current list of all Contractor personnel in the areas of performance. The Contracting Officer will inform the Contractor of the Government official designated to receive this data and the appropriate system to use for this effort.

(2) The Contractor shall ensure that all employees on this list have a current record of emergency data, for notification of next of kin, on file with both the Contractor and the designated Government official.

(h) *Contractor personnel.* The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including termination for default or cause.

(i) *Weapons.*

(1) If the Contracting Officer, subject to the approval of the Combatant Commander or the Chief of Mission, authorizes the carrying of weapons--

(i) The Contracting Officer may authorize an approved Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The To be determined at the task order level [*Contracting Officer to specify individual, e.g., Contracting Officer Representative, Regional Security Officer, etc,*] may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

(2) The Contractor shall provide to the Contracting Officer a specific list of personnel for whom authorization to carry a weapon is requested.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons--

(i) Are adequately trained to carry and use them--

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander or the Chief of Mission; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander or the Chief of Mission regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Upon revocation by the Contracting Officer of the Contractor's authorization to possess weapons, the Contractor shall ensure that all Government-furnished weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(5) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(j) *Vehicle or equipment licenses*. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the area of performance.

(k) *Military clothing and protective equipment.*

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must wear distinctive patches, armbands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.

(2) Contractor personnel may wear specific items required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(l) *Evacuation.*

(1) If the Chief of Mission or Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide to United States and third country national Contractor personnel the level of assistance provided to private United States citizens.

(2) In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location sufficient to meet contractual obligations unless instructed to evacuate by the Contracting Officer.

(m) *Personnel recovery*.

(1) In the case of isolated, missing, detained, captured or abducted Contractor personnel, the Government will assist in personnel recovery actions.

(2) Personnel recovery may occur through military action, action by non-governmental organizations, other Government-approved action, diplomatic initiatives, or through any combination of these options.

(3) The Department of Defense has primary responsibility for recovering DoD contract service employees and, when requested, will provide personnel recovery support to other agencies in accordance with DoD Directive 2310.2, Personnel Recovery.

(n) *Notification and return of personal effects.*

(1) The Contractor shall be responsible for notification of the employee-designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event occurred, if the employee--

(i) Dies;

(ii) Requires evacuation due to an injury; or

(iii) Is isolated, missing, detained, captured, or abducted.

(2) The Contractor shall also be responsible for the return of all personal effects of deceased or missing Contractor personnel, if appropriate, to next of kin.

(o) *Mortuary affairs*. Mortuary affairs for Contractor personnel who die in the area of performance will be handled as follows:

(1) If this contract was awarded by DoD, the remains of Contractor personnel will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(2) (i) If this contract was awarded by an agency other than DoD, the Contractor is responsible for the return of the remains of Contractor personnel from the point of identification of the remains to the location specified by the employee or next of kin, as applicable, except as provided in paragraph (o)(2)(ii) of this clause.

(ii) In accordance with 10 U.S.C. 1486, the Department of Defense may provide, on a reimbursable basis, mortuary support for the disposition of remains and personal effects of all U.S. citizens upon the request of the Department of State.

(p) *Changes*. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.

(q) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to perform outside the United States--

(1) In a designated operational area during--

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations;or

(iii) Other military operations; or military exercises, when designated by the Combatant Commander; or

(2) When supporting a diplomatic or consular mission--

(i) That has been designated by the Department of State as a danger pay post (see https://aoprals.state.gov/);or

(ii) That the Contracting Officer has indicated is subject to this clause.

52.216-18 ORDERING (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from TBD through TBD.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered “issued” when--

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either--

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

52.228-3 WORKER’S COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL 2014)

(a) The Contractor shall

(1) Before commencing performance under this contract, establish provisions to provide for the payment of disability compensation and medical benefits to covered employees and death benefits to their eligible survivors, by purchasing workers’ compensation insurance or qualifying as a self-insurer under the Longshore and Harbor Workers’ Compensation Act (33 U.S.C. 932) as extended by the Defense Base Act (42 U.S.C.1651, *etseq.*), and continue to maintain provisions to provide such Defense Base Act benefits until contract performance is completed;

(2) Within ten days of an employee's injury or death or from the date the Contractor has knowledge of the injury or death, submit Form LS-202 (Employee's First Report of Injury or Occupational Illness) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 930(a), 20 CFR 702.201 to 702.203);

(3) Pay all compensation due for disability or death within the time frames required by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914, 20 CFR 702.231 and 703.232);

(4) Provide for medical care as required by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 907, 20 CFR 702.402 and 702.419);

(5) If controverting the right to compensation, submit Form LS-207 (Notice of Controversion of Right to Compensation) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(d), 20 CFR 702.251);

(6) Immediately upon making the first payment of compensation in any case, submit Form LS-206 (Payment Of Compensation Without Award) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(c), 20 CFR 702.234);

(7) When payments are suspended or when making the final payment, submit Form LS-208 (Notice of Final Payment or Suspension of Compensation Payments) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(c) and (g), 20 CFR 702.234 and 702.235); and

(8) Adhere to all other provisions of the Longshore and Harbor Workers' Compensation Act as extended by the Defense Base Act, and Department of Labor regulations at 20 CFR Parts 701 to 704.

(b) For additional information on the Longshore and Harbor Workers' Compensation Act requirements see http://www.dol.gov/owcp/dlhwc/lsdba.htm.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts to which the Defense Base Act applies.

(End of clause)

(Note: This is an FSS reproduction using word processing software) **STANDARD FORM 1449** (10-95) **(BACK)**

52.204-2 SECURITY REQUIREMENTS (MAR 2021)

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with –

(1) The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (32 CFR part 117); and

(2) Any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V and/or on OFAC's Web site at https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

552.238-80 INDUSTRIAL FUNDING FEE AND SALES REPORTING (JUL 2020)

(a) *Reporting of Federal Supply Schedule Sales*. The Contractor shall report all contract sales under this contract as follows:

(1) The Contractor shall accurately report the dollar value, in U.S. dollars and rounded to the nearest whole dollar, of all sales under this contract by calendar quarter (January 1-March 31, April 1- June 30, July 1-September 30, and October 1-December 31). The dollar value of a sale is the price paid by the Schedule user for products and services on a Schedule task or delivery order. The reported contract sales value shall include the Industrial Funding Fee (IFF). The Contractor shall maintain a consistent accounting method of sales reporting, based on the Contractor's established commercial accounting practice. The acceptable points at which sales may be reported include–

(i) Receipt of order;

(ii) Shipment or delivery, as applicable;

(iii) Issuance of an invoice; or

(iv) Payment.

(2) Contract sales shall be reported to Federal Acquisition Services (FAS) within 30 calendar days following the completion of each reporting quarter. The Contractor shall continue to furnish quarterly reports, including "zero" sales, through physical completion of the last outstanding task order or delivery order of the contract.

(3)) Reportable sales under the contract are those resulting from sales of contract items to authorized users unless the purchase was conducted pursuant to a separate contracting authority such as a Governmentwide Acquisition Contract (GWAC); a separately awarded FAR Part 12, FAR Part 13, FAR Part 14, or FAR Part 15 procurement; or a non-FAR contract. Sales made to state and local governments under Cooperative Purchasing authority shall be counted as reportable sales for IFF purposes.

(4) The Contractor shall electronically report the quarterly dollar value of sales, including "zero" sales, by utilizing the automated reporting system at an Internet website designated by the

General Services Administration (GSA)'s Federal Acquisition Service (FAS). Prior to using this automated system, the Contractor shall complete contract registration with the FAS Vendor Support Center (VSC). The website address, as well as registration instructions and reporting procedures, will be provided at the time of award. The Contractor shall report sales separately for each National Stock Number (NSN), Special Item Number (SIN), or sub-item.

(5) The Contractor shall convert the total value of sales made in foreign currency to U.S. dollars using the "Treasury Reporting Rates of Exchange" issued by the U.S. Department of Treasury, Financial Management Service. The Contractor shall use the issue of the Treasury report in effect on the last day of the calendar quarter. The report is available from Financial Management Service, International Funds Branch, Telephone: (202) 874-7994, Internet: http://www.fiscal.treasury.gov/fsreports/rpt/treasRptRateExch/treasRptRateExch_home.htm.

(b) The Contractor shall remit the IFF at the rate set by GSA's FAS.

(1) The Contractor shall remit the IFF to FAS in U.S. dollars within 30 calendar days after the end of the reporting quarter; final payment shall be remitted within 30 days after physical completion of the last outstanding task order or delivery order of the contract.

(2) The IFF represents a percentage of the total quarterly sales reported. This percentage is set at the discretion of GSA's FAS. GSA's FAS has the unilateral right to change the percentage at any time, but not more than once per year. FAS will provide reasonable notice prior to the effective date of the change. The IFF reimburses FAS for the costs of operating the Federal Supply Schedules Program. FAS recoups its operating costs from ordering activities as set forth in 40 U.S.C. 321: Acquisition Services Fund. Net operating revenues generated by the IFF are also applied to fund initiatives benefitting other authorized FAS programs, in accordance with 40 U.S.C. 321. Offerors must include the IFF in their prices. The fee is included in the award price(s) and reflected in the total amount charged to ordering activities. FAS will post notice of the current IFF at https://srp.fas.gsa.gov/ or successor website as appropriate.

(c) Within 60 days of award, an FAS representative will provide the Contractor with specific written procedural instructions on remitting the IFF. FAS reserves the unilateral right to change such instructions from time to time, following notification to the Contractor.

(d) Failure to remit the full amount of the IFF within 30 calendar days after the end of the applicable reporting period constitutes a contract debt to the United States Government under the terms of FAR Subpart 32.6. The Government may exercise all rights under the Debt Collection Improvement Act of 1996, including withholding or setting off payments and interest on the debt (see FAR clause 52.232-17, Interest). Should the Contractor fail to submit the required sales reports, falsify them, or fail to timely pay the IFF, this is sufficient cause for the Government to terminate the contract for cause.

End of Clause

Note: Regulation 552.238-80
FSS contractors are required to report sales and remit IFF for Schedule items sold via FedMall, just as they would for any other Schedule sale. FedMall sales of Schedule items are treated no differently than sales earned via GSA Advantage! or from orders directly placed by an ordering activity.

This clause does not apply to contracts participating in the Transactional Data Reporting (TDR) Pilot. Please refer to clause 552.238-80 Alternate I.

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND

MATERIAL SAFETY DATA (FEB 2021) (ALTERNATE I - JUL 1995)

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (if none insert *None*)	**Identification No.**

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to—

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2) the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS must be placed in a weather resistant envelope.

Note: Regulation 52.223-3
Safety Data Sheets, hazardous material labels and other relevant data should not be submitted to the MAS Contracting Officer. This information should be provided directly to the ordering activity in accordance with this clause.

552.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2021) (DEVIATION FAR 52.252-6)

(a) Deviations to FAR clauses. This solicitation or contract identifies any authorized deviation to a Federal Acquisition Regulation (FAR) (48 CFR chapter 1) clause by the addition of “(DEVIATION FAR (clause number))” after the date of the clause.

(b) Deviations to GSAR clauses. This solicitation or contract identifies any authorized deviation to a General Services Administration Acquisition Regulation (GSAR) (48 CFR chapter 5) clause by the addition of “(DEVIATION)” after the date of the clause.

(c) “Substantially the same as” clauses. Changes in wording of clauses prescribed for use on a “substantially the same as” basis are not considered deviations.

(End of Clause)

52.245-1 GOVERNMENT PROPERTY (SEP 2021)

(a) *Definitions.* As used in this clause-

Cannibalize means to remove parts from Government property for use or for installation on other Government property.

Contractor-acquired property means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

Contractor inventory means-

(1) Any property acquired by and in the possession of a Contractor or subcontractor under a

contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;

(2) Any property that the Government is obligated or has the option to take over under any type of contract, e.g., as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and

(3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.

Contractor's managerial personnel means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of-

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at any one plant or separate location; or

(3) A separate and complete major industrial operation.

Demilitarization means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

Discrepancies incident to shipment means any differences (e.g., count or condition) between the items documented to have been shipped and items actually received.

Equipment means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use. Equipment does not include material, real property, special test equipment or special tooling.

Government-furnished property means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract. Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes contractor-acquired property if the contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.

Government property means all property owned or leased by the Government. Government property includes both Government- furnished and Contractor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property. Government property does not include intellectual property and software.

Loss of Government property means unintended, unforeseen or accidental loss, damage or destruction to Government property that reduces the Government's expected economic benefits of the property. Loss of Government property does not include purposeful destructive testing, obsolescence, normal wear and tear or manufacturing defects. Loss of Government property includes, but is not limited to-

(1) Items that cannot be found after a reasonable search;

(2) Theft;

(3) Damage resulting in unexpected harm to property requiring repair to restore the item to usable condition; or

(4) Destruction resulting from incidents that render the item useless for its intended purpose or

beyond economical repair.

Material means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end item. Material does not include equipment, special tooling, special test equipment or real property.

Nonseverable means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

Precious metals means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

Production scrap means unusable material resulting from production, engineering, operations and maintenance, repair, and research and development contract activities. Production scrap may have value when re-melted or reprocessed, e.g., textile and metal clippings, borings, and faulty castings and forgings.

Property means all tangible property, both real and personal.

Property Administrator means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

Property records means the records created and maintained by the contractor in support of its stewardship responsibilities for the management of Government property.

Provide means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

Real property See Federal Management Regulation 102-71.20 (41 CFR 102-71.20).

Sensitive property means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

Unit acquisition cost means-

(1) For Government-furnished property, the dollar value assigned by the Government and identified in the contract; and

(2) For contractor-acquired property, the cost derived from the Contractor’s records that reflect consistently applied generally accepted accounting principles.

(b) *Property management.*

(1) The Contractor shall have a system of internal controls to manage (control, use, preserve, protect, repair, and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective and efficient control of Government property. The Contractor shall disclose any significant changes to its property management system to the Property Administrator prior to implementation of the changes. The Contractor may employ customary commercial practices, voluntary consensus standards, or industry-leading practices and standards that provide effective and efficient Government property management that are necessary and appropriate for the performance of this contract (except where inconsistent with law or regulation).

(2) The Contractor's responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, sale (as surplus property), or other disposition, or via a completed investigation, evaluation, and final determination for lost property. This requirement applies to all Government property under the Contractor's accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

(4) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness and shall perform periodic internal reviews, surveillances, self assessments, or audits. Significant findings or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

(c) *Use of Government property.*

(1) The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer.

(2) Modifications or alterations of Government property are prohibited, unless they are-

(i) Reasonable and necessary due to the scope of work under this contract or its terms and conditions;

(ii) Required for normal maintenance; or

(iii) Otherwise authorized by the Contracting Officer.

(3) The Contractor shall not cannibalize Government property unless otherwise provided for in this contract or approved by the Contracting Officer.

(d) *Government-furnished property.*

(1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor's timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor's timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government's expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f)(1)(ii)(A) of this clause).

(iii) The Government may, at its option, furnish property in an "as-is" condition. The

Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.

(3)

(i) The Contracting Officer may by written notice, at any time-

(A) Increase or decrease the amount of Government-furnished property under this contract;

(B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(C) Withdraw authority to use property.

(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) *Title to Government property.*

(1) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), is subject to the provisions of this clause. The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(2) Title vests in the Government for all property acquired or fabricated by the Contractor in accordance with the financing provisions or other specific requirements for passage of title in the contract. Under fixed price type contracts, in the absence of financing provisions or other specific requirements for passage of title in the contract, the Contractor retains title to all property acquired by the Contractor for use on the contract, except for property identified as a deliverable end item. If a deliverable item is to be retained by the Contractor for use after inspection and acceptance by the Government, it shall be made accountable to the contract through a contract modification listing the item as Government-furnished property.

(3) *Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable line items under Fixed-Price contracts*.

(i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon-

(A) Issuance of the property for use in contract performance;

(B) Commencement of processing of the property for use in contract performance; or

(C) Reimbursement of the cost of the property by the Government, whichever occurs first.

(f) *Contractor plans and systems*.

(1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:

(i) *Acquisition of Property.* The Contractor shall document that all property was acquired consistent with its engineering, production planning, and property control operations.

(ii) *Receipt of Government Property*. The Contractor shall receive Government property and document the receipt, record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(*1*) through (*5*) of this clause, identify as Government owned in a manner appropriate to the type of property (*e.g.*, stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) *Government-furnished property*. The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

(B) *Contractor-acquired property*. The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) *Records of Government property.* The Contractor shall create and maintain records of all Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

(1) The name, part number and description, National Stock Number (if needed for additional item identification tracking and/or disposition), and other data elements as necessary and required in accordance with the terms and conditions of the contract.

(2) Quantity received (or fabricated), issued, and balance-on-hand.

(3) Unit acquisition cost.

(4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).

(5) Unit of measure.

(6) Accountable contract number or equivalent code designation.

(7) Location.

(8) Disposition.

(9) Posting reference and date of transaction.

(10) Date placed in service (if required in accordance with the terms and conditions of the contract).

(B) *Use of a Receipt and Issue System for Government Material*. When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) *Physical inventory*. The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (*e.g.*, overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

(v) *Subcontractor control*.

(A) The Contractor shall award subcontracts that clearly identify items to be provided and the extent of any restrictions or limitations on their use. The Contractor shall ensure appropriate flow down of contract terms and conditions (*e.g.*, extent of liability for loss of Government property.

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

(vi) *Reports*. The Contractor shall have a process to create and provide reports of discrepancies, loss of Government property, physical inventory results, audits and self-assessments, corrective actions, and other property-related reports as directed by the Contracting Officer.

(vii) *Relief of stewardship responsibility and liability*. The Contractor shall have a process to enable the prompt recognition, investigation, disclosure and reporting of loss of Government property, including losses that occur at subcontractor or alternate site locations.

(A) This process shall include the corrective actions necessary to prevent recurrence.

(B) Unless otherwise directed by the Property Administrator, the Contractor shall investigate and report to the Government all incidents of property loss as soon as the facts become known. Such reports shall, at a minimum, contain the following information:

(1) Date of incident (if known).

(2) The data elements required under (f)(1)(iii)(A).

(3) Quantity.

(4) Accountable contract number.

(5) A statement indicating current or future need.

(6) Unit acquisition cost, or if applicable, estimated sales proceeds, estimated repair or replacement costs.

(7) All known interests in commingled material of which includes Government material.

(8) Cause and corrective action taken or to be taken to prevent recurrence.

(9) A statement that the Government will receive compensation covering the loss of Government property, in the event the Contractor was or will be reimbursed or compensated.

(10) Copies of all supporting documentation.

(11) Last known location.

(12) A statement that the property did or did not contain sensitive, export controlled, hazardous, or toxic material, and that the appropriate agencies and authorities were notified.

(C) Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility and liability for property when-

(1) Such property is consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as determined by the Property Administrator;

(2) Property Administrator grants relief of responsibility and liability for loss of Government property;

(3) Property is delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; or

(4) Property is disposed of in accordance with paragraphs (j) and (k) of this clause.

(viii) *Utilizing Government property*.

(A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.

(B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government material with material not owned by the Government.

(ix) *Maintenance*. The Contractor shall properly maintain Government property. The Contractor’s maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.

(x) *Property closeout*. The Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss of Government property cases; physically inventorying all property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to contractual needs.

(2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions, loss of Government property, and disposition of material and equipment.

(g) Systems analysis.

(1) The Government shall have access to the Contractor’s premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor’s property management plan(s), systems, procedures, records, and supporting documentation that pertains to Government property. This access includes all site locations and, with the Contractor’s consent, all subcontractor premises.

(2) Records of Government property shall be readily available to authorized Government personnel and shall be appropriately safeguarded.

(3) Should it be determined by the Government that the Contractor’s (or subcontractor’s) property management practices are inadequate or not acceptable for the effective management and control of Government property under this contract, or present an undue risk to the Government, the Contractor shall prepare a corrective action plan when requested by the Property Administrator and take all necessary corrective actions as specified by the schedule within the corrective action plan.

(h) *Contractor Liability for Government Property.*

(1) Unless otherwise provided for in the contract, the Contractor shall not be liable for loss of Government property furnished or acquired under this contract, except when any one of the following applies-

(i) The risk is covered by insurance or the Contractor is otherwise reimbursed (to the extent of such insurance or reimbursement). The allowability of insurance costs shall be determined in accordance with 31.205-19.

(ii) Loss of Government property that is the result of willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(iii) The Contracting Officer has, in writing, revoked the Government's assumption of risk for loss of Government property due to a determination under paragraph (g) of this clause that the Contractor's property management practices are inadequate, and/or present an undue risk to the Government, and the Contractor failed to take timely corrective action. If the Contractor can establish by clear and convincing evidence that the loss of Government property occurred while the Contractor had adequate property management practices or the loss did not result from the Contractor's failure to maintain adequate property management practices, the Contractor shall not be held liable.

(2) The Contractor shall take all reasonable actions necessary to protect the property from further loss. The Contractor shall separate the damaged and undamaged property, place all the affected property in the best possible order, and take such other action as the Property Administrator directs.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss of Government property.

(4) The Contractor shall reimburse the Government for loss of Government property, to the extent that the Contractor is financially liable for such loss, as directed by the Contracting Officer.

(5) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(i) *Equitable adjustment*. Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. However, the Government shall not be liable for breach of contract for the following:

(1) Any delay in delivery of Government-furnished property.

(2) Delivery of Government-furnished property in a condition not suitable for its intended use.

(3) An increase, decrease, or substitution of Government-furnished property.

(4) Failure to repair or replace Government property for which the Government is responsible.

(j) *Contractor inventory disposal*. Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer or authorizing official.

(1) Predisposal requirements.

(i) If the Contractor determines that the property has the potential to fulfill requirements under other contracts, the Contractor, in consultation with the Property Administrator, shall request that the Contracting Officer transfer the property to the contract in question, or provide authorization for use, as appropriate. In lieu of transferring the property, the Contracting Officer may authorize the Contractor to credit the costs of Contractor-acquired property (material only) to the losing contract, and debit the gaining contract with the corresponding cost, when such material is needed for use on another contract.

Property no longer needed shall be considered contractor inventory.

(ii) For any remaining Contractor-acquired property, the Contractor may purchase the property at the unit acquisition cost if desired or make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices.)

(2) *Inventory disposal schedules*.

(i) Absent separate contract terms and conditions for property disposition, and provided the property was not reutilized, transferred, or otherwise disposed of, the Contractor, as directed by the Plant Clearance Officer or authorizing official, shall use Standard Form 1428, Inventory Disposal Schedule or electronic equivalent, to identify and report-

(A) Government-furnished property that is no longer required for performance of this contract;

(B) Contractor-acquired property, to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and

(C) Termination inventory.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government, in the event that the property is offered for sale.

(iii) Separate inventory disposal schedules are required for aircraft in any condition, flight safety critical aircraft parts, and other items as directed by the Plant Clearance Officer.

(iv) The Contractor shall provide the information required by FAR 52.245-1(f)(1)(iii) along with the following:

(A) Any additional information that may facilitate understanding of the property's intended use.

(B) For work-in-progress, the estimated percentage of completion.

(C) For precious metals in raw or bulk form, the type of metal and estimated weight.

(D) For hazardous material or property contaminated with hazardous material, the type of hazardous material.

(E) For metals in mill product form, the form, shape, treatment, hardness, temper, specification (commercial or Government) and dimensions (thickness, width and length).

(v) Property with the same description, condition code, and reporting location may be grouped in a single line item.

(vi) Scrap should be reported by "lot" along with metal content, estimated weight and estimated value.

(3) *Submission requirements*.

(i) The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than-

(A) 30 days following the Contractor's determination that a property item is no longer required for performance of this contract;

(B) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(C) 120 days, or such longer period as may be approved by the Termination Contracting Officer, following contract termination in whole or in part.

(ii) Unless the Plant Clearance Officer determines otherwise, the Contractor need not identify or report production scrap on inventory disposal schedules, and may process and dispose of production scrap in accordance with its own internal scrap procedures. The processing and disposal of other types of Government-owned scrap will be conducted in accordance with the terms and conditions of the contract or Plant Clearance Officer direction, as appropriate.

(4) *Corrections*. The Plant Clearance Officer may-

(i) Reject a schedule for cause (*e.g.*, contains errors, determined to be inaccurate); and

(ii) Require the Contractor to correct an inventory disposal schedule.

(5) *Post submission adjustments*. The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.

(6) *Storage*.

(i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to furnish disposal instructions within 120 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121 st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage area shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

(7) Disposition instructions.

(i) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. Unless otherwise directed by the Contracting Officer or by the Plant Clearance Officer, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(ii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(8) *Disposal proceeds*. As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(9) *Subcontractor inventory disposal schedules*. The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j)(3) of this clause.

(k) *Abandonment of Government property*.

(1) The Government shall not abandon sensitive property or termination inventory without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive property in place, at which time all obligations of the Government regarding such property shall cease.

(3) Absent contract terms and conditions to the contrary, the Government may abandon parts removed and replaced from property as a result of normal maintenance actions, or removed from property as a result of the repair, maintenance, overhaul, or modification process.

(4) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (i) of this clause may properly include restoration or rehabilitation costs.

(l) *Communication*. All communications under this clause shall be in writing.

(m) *Contracts outside the United States.* If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

52.219-33 NONMANUFACTURER RULE (SEP 2021)

(a) Definitions. As used in this clause—

Manufacturer means the concern that transforms raw materials, miscellaneous parts, or components into the end item. Concerns that only minimally alter the item being procured do not qualify
as manufacturers of the end item. Concerns that add substances, parts, or components to an existing end
item to modify its performance will not be considered the end item manufacturer, where those identical
modifications can be performed by and are available from the manufacturer of the existing end item.

Nonmanufacturer means a concern, including a supplier, that provides an end item it did not manufacture, process, or produce.

(b) Applicability.

(1) This clause does not apply to contracts awarded pursuant to the unrestricted portion of a partial set-aside or to a contractor that is the manufacturer of the product or end item.
(2) This clause applies to—

(i) Contracts that have been awarded pursuant to a set-aside, in total or in part, for any of the small business concerns identified in 19.000(a)(3);
(ii) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;
(iii) Orders expected to exceed the simplified acquisition threshold and that are—

(A) Set aside for small business under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
(B) Issued directly to a small business concern under multiple-award contracts as

described in 19.504(c)(1)(ii);
(iv) Orders, regardless of dollar value, that are—

(A) Set aside in accordance with subparts 19.8, 19.13, 19.14, and 19.15 under multiple award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(B) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, and 19.15 under multiple-award contracts as described in 19.504(c)(1)(ii); and
(v) Contracts using the HUBZone price evaluation preference to award to a HUBZone concern
unless the Contractor waived the evaluation preference.
(c) Requirements.

(1) The Contractor shall—

(i) Provide an end item that a small business has manufactured, processed, or produced in the United States or its outlying areas; for kit assemblers who are nonmanufacturers, see paragraph (c)(2) of
this clause instead;
(ii) Be primarily engaged in the retail or wholesale trade and normally sell the type of item being supplied; and
(iii) Take ownership or possession of the item(s) with its personnel, equipment, or facilities in
a manner consistent with industry practice; for example, providing storage, transportation, or delivery.
(2) When the end item being acquired is a kit of supplies, at least 50 percent of the total cost of
the components of the kit shall be manufactured, processed, or produced in the United States or its
outlying areas by small business concerns.

(End of clause)

52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (SEP 2021)

(a) "Failure to make a good faith effort to comply with the subcontracting plan," as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan (see 19.705-7), established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor’s failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to

make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled, Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

End of Clause

52.203-13 Contractor Code of Business Ethics and Conduct (NOV 2021)

(a) Definitions. As used in this clause –

Agent means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

Full cooperation -

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require –

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from -

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Code of business ethics and conduct.

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall -

(i) Have a written code of business ethics and conduct;

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall -

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3) (i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed -

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked “confidential“ or “proprietary” by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial product or commercial service as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(2) An internal control system.

(i) The Contractor's internal control system shall –

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including -

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontractor thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the

violation.

(2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) *Subcontracts.*

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that exceed the threshold specified in FAR 3.1004(a) on the date of subcontract award and have a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)

(a) *Definitions.* As used in this clause —

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) *Safeguarding requirements and procedures.*

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)

(a) *Definitions.* As used in this clause -

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means -

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means -

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled -

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another’s network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing -

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at *https://dibnet.dod.mil.* For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

552.238-111 ENVIRONMENTAL PROTECTION AGENCY REGISTRATION REQUIREMENT (JAN 2022)

(a) With respect to the products described in this solicitation which require registration with the Environmental Protection Agency (EPA), as required by the Federal Insecticide, Fungicide, and Rodenticide Act, Section 3, Registration of Pesticides, awards will be made only for such products that have been assigned an EPA registration number, prior to the time of bid opening.

(b) The offeror shall insert in the spaces provided in this section, the manufacturer's and/or distributor's name and the “EPA Registration Number” for each item offered. Any offer which does not specify a current “EPA Registration Number” in effect for the duration of the contract period, and including the manufacturer's and/or distributor's name will be rejected.

Items			
Item Numbers	Name of Manufacturer / Distributor	EPA Registration Number	Date of Expiration

(c) If, during the performance of a contract awarded as a result of this solicitation, the EPA Registration Number for products being furnished is terminated, withdrawn, canceled, or suspended, and such action does not arise out of causes beyond the control, and with the fault or negligence of the Contractor or subcontractor, the Government may terminate the contract pursuant to either the Default Clause or Termination for Cause Paragraph (contained in the clause 52.212-4, Contract Terms and Conditions-Commercial Products and Commercial Services), whichever is applicable to the resultant contract.

552.238-82 MODIFICATIONS (FEDERAL SUPPLY SCHEDULE) (JAN 2022) (ALTERNATE I - MAR 2020)

(a) *General.* The Contractor may request a contract modification by transmitting a request to the Contracting Officer for approval, except as noted in paragraph (d) of this clause. At a minimum, every request shall describe the proposed change(s) and provide the rationale for the requested change(s).

(b) *Types of Modifications.*

(1) Additional items/additional SINs. When requesting additions, the following information must be transmitted:

(i) *Information requested in paragraphs* (1) and (2) of the Commercial Sales Practice Format to add SINs.

(ii) Discount information for the new items(s) or new SIN(s). Specifically, transmit the information requested in paragraphs 3 through 5 of the Commercial Sales Practice Format. If this information is the same as the initial award, a statement to that effect may be transmitted instead.

(iii) Information about the new item(s) or the item(s) under the new SIN(s) must be transmitted in accordance with the request for proposal.

(iv) Delivery time(s) for the new item(s) or the item(s) under the new SIN(s) must be transmitted in accordance with the request for proposal.

(v) Production point(s) for the new item(s) or the item(s) under the new SIN(s) must be transmitted if required by 52.215- 6, *Place of Performance*.

(vi) Hazardous Material information (if applicable) must be transmitted as required by FAR 52.223-3 (Alternate I), Hazardous Material Identification and Material Safety Data.

(vii) Any information requested by 52.212-3(f), *Offeror Representations and Certifications—Commercial Products and Commercial Services*, that may be necessary to assure compliance with FAR 52.225-1, *Buy American Act—Balance of Payments Programs—Supplies*.

(2) Deletions. The Contractors shall provide an explanation for the deletion. The Government reserves the right to reject any subsequent offer of the same item or a substantially equal item at a higher price during the same contract period, if the contracting officer finds the higher price to be unreasonable when compared with the deleted item.

(3) Price Reduction. The Contractor shall indicate whether the price reduction falls under the item (i), (ii), or (iii) of paragraph (c)(1) of the Price Reductions clause at 552.238-81. If the Price reduction falls under item (i), the Contractor shall transmit a copy of the dated commercial price list. If the price reduction falls under item (ii) or (iii), the Contractor shall transmit a copy of the applicable price list(s), bulletins or letters or customer agreements which outline the effective date, duration, terms and conditions of the price reduction.

(c) *Effective dates.* The effective date of any modification is the date specified in the modification, except as otherwise provided in the Price Reductions clause at 552.238-81.

(d) *Electronic File Updates*. The Contractor shall update electronic file transmissions to reflect all modifications. For additional items or SINs, the Contractor shall obtain the Contracting Officer's approval before transmitting changes. Contract modifications will not be made effective until the Government receives the electronic file updates. The Contractor may transmit price reductions, item deletions, and corrections without prior approval. However, the Contractor shall notify the Contracting Officer as set forth in the Price Reductions clause at 552.238-81.

(e) Electronic transmission of modification requests is mandatory via eMod (http://eOffer.gsa.gov), unless otherwise stated in the electronic transmission standards and requirements at the Vendor Support Center website (http://vsc.gsa.gov). If the electronic transmission standards and requirements information is updated at the Vendor Support Center website, Contractors will be notified prior to the effective date of the change.

End of clause

Note: Regulation 552.238-82
This clause does not apply to contracts participating in the Transactional Data Reporting (TDR) Pilot. Please refer to clause 552.238-82 Alternate II.

552.238-82 MODIFICATIONS (FEDERAL SUPPLY SCHEDULE) (JAN 2022) (ALTERNATE II MAY 2019)

(a) *General.* The Contractor may request a contract modification by transmitting a request to the Contracting Officer for approval, except as noted in paragraph (d) of this clause. At a minimum, every request shall describe the proposed change(s) and provide the rationale for the requested change(s).

(b) *Types of Modifications.*

(1) Additional items/additional SINs. When requesting additions, the Contractor must transmit the following information:

(i) Information about the new item(s) or the item(s) under the new SIN(s) must be submitted in accordance with the instructions in the solicitation.

(ii) Delivery time(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted in accordance with the request for proposal.

(iii) Production point(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted if required by FAR 52.215-6, Place of Performance.

(iv) Hazardous Material information (if applicable) must be submitted as required by FAR 52.223-3 (Alternate I), Hazardous Material Identification and Material Safety Data.

(v) Any information requested by FAR 52.212-3(f), Offeror Representations and Certifications-Commercial Products and Commercial Services, that may be necessary to assure compliance with FAR 52.225-1, Buy American Act-Balance of Payments Programs-Supplies.

(2) Deletions. The Contractor must provide an explanation for the deletion. The Government reserves the right to reject any subsequent offer of the same item or a substantially equal item at a higher price during the same contract period, if the Contracting Officer determines that the higher price is unreasonable compared to the price of the deleted item.

(c) *Effective dates.* The effective date of any modification is the date specified in the modification, except as otherwise provided in the Price Reductions clause at 552.238-81.

(d) *Electronic File Updates*. The Contractor shall update electronic file transmissions to reflect all modifications. For additional items or SINs, the Contractor shall obtain the Contracting Officer's approval before transmitting changes. Contract modifications will not be made effective until the Government receives the electronic file updates. The Contractor may transmit price reductions, item deletions, and corrections without prior approval. However, the Contractor shall notify the Contracting Officer as set forth in the Price Reductions clause at 552.238-81.

End of clause

Note: Regulation 552.238-82
This clause applies to contracts participating in the Transactional Data Reporting (TDR) Pilot.

552.238-78 IDENTIFICATION OF PRODUCTS THAT HAVE ENVIRONMENTAL ATTRIBUTES (JAN 2022)

(a) Several laws, Executive orders, and Agency directives require Federal buyers to purchase products that are less harmful to the environment, when they are life cycle cost-effective (see FAR Subpart 23.7). The U.S. General Services Administration (GSA) requires contractors to highlight environmental products under Federal Supply Service schedule contracts in various communications media (e.g., publications and electronic formats).

(b) *Definitions*. As used in this clause —

"Energy-efficient product" means a product that–

(1) Meets Department of Energy and Environmental Protection Agency criteria for use of the ENERGY STAR® trademark label; or

(2) Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy's Federal Energy Management Program.

"GSA Advantage!" is an on-line shopping mall and ordering system that provides customers with access to products and services under GSA contracts.

"Other environmental attributes" refers to product characteristics that provide environmental benefits, excluding recovered materials and energy and water efficiency. Several examples of these characteristics are biodegradable, recyclable, reduced pollutants, ozone safe, and low volatile organic compounds (VOCs).

"Post-consumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is part of the broader category of "recovered material." The Environmental Protection Agency (EPA) has developed a list of EPA-designated products in their Comprehensive Procurement Guidelines (CPGs) to provide Federal agencies with purchasing recommendations on specific products in a Recovered Materials Advisory Notice (RMAN). The RMAN contains recommended recovered and post-consumer material content levels for the specific products designated by EPA (40 CFR part 247 and http://www.epa.gov/cpg/).

"Recovered materials" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process (Executive Order 13101 and 42 U.S.C. 6903(19) and http://www.epa.gov/cpg/). For paper and paper products, see the definition at FAR 11.301 (42 U.S.C. 6962(h)).

"Remanufactured" means factory rebuilt to original specifications.

"Renewable energy" means energy produced by solar, wind, geothermal, and biomass power

"Renewable energy technology" means –

(1) Technologies that use renewable energy to provide light, heat, cooling, or mechanical or electrical energy for use in facilities or other activities; or

(2) The use of integrated whole-building designs that rely upon renewable energy resources, including passive solar design.

(c) Identification Requirements.

(1) The offeror must identify products that —

(i) Are compliant with the recovered and post-consumer material content levels recommended in the Recovered Materials Advisory Notices (RMANs) for EPA-designated products in the CPG program (http://www.epa.gov/cpg/);

(ii) Contain recovered materials that either do not meet the recommended levels in the RMANs or are not EPA-designated products in the CPG program (see FAR 23.401 and http://www.epa.gov/cpg/);

(iii) Are energy-efficient, as defined by either ENERGY STAR® and/or FEMP's designated top 25th percentile levels (see ENERGY STAR® at http://www.energystar.gov/ and FEMP at http://www.eere.energy.gov/femp/procurement/);

(iv) Are water-efficient

(v) Use renewable energy technology;

(vi) Are remanufactured; and

(vii) Have other environmental attributes.

(2) These identifications must be made in each of the offeror's following mediums:

(i) The offer itself.

(ii) Printed commercial catalogs, brochures, and pricelists.

(iii) Online product website.

(iv) Electronic data submission for GSA Advantage! submitted via GSA's Schedules Input Program (SIP) software or the Electronic Data Inter-change (EDI). Offerors can use the SIP or EDI methods to indicate environmental and other attributes for each product that are translated into respective icons in GSA Advantage!.

(d) An offeror, in identifying an item with an environmental attribute, must possess evidence or rely on a reasonable basis to substantiate the claim (see 16 CFR part 260, Guides for the Use of Environmental Marketing Claims). The Government will accept an offeror's claim of an product's environmental attribute on the basis of—

(1) Participation in a Federal agency sponsored program (e.g., the EPA and DOE ENERGY STAR® product labeling program);

(2) Verification by an independent organization that specializes in certifying such claims; or

(3) Possession of competent and reliable evidence. For any test, analysis, research, study, or other evidence to be “competent and reliable,” it must have been conducted and evaluated in an objective manner by persons qualified to do so, using procedures generally accepted in the profession to yield accurate and reliable results.

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020) (ALTERNATE I-NOV 2021)

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in paragraph (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation. For acquisitions of commercial products or commercial services). the prohibition in paragraph (a) applies only to the extent that any agreement restricting sales by subcontractors results in the Federal Government being treated differently from any other prospective purchaser for the sale of the commercial product(s) and commercial service(s).

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.

52.222-50 COMBATING TRAFFICKING IN PERSONS (NOV 2021)

(a) *Definitions*. As used in this clause -

Agent means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

Coercion means -

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

Commercially available off-the-shelf (COTS) item -

(1) Means any item of supply (including construction material) that is -

(i) A commercial product (as defined in paragraph (1) of the definition of “commercial product” at Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person -

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of -

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

Recruitment fees means fees of any type, including charges, costs, assessments, or other financial obligations, that are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee.

(1) Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for -

(i) Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees;

(ii) Advertising;

(iii) Obtaining permanent or temporary labor certification, including any associated fees;

(iv) Processing applications and petitions;

(v) Acquiring visas, including any associated fees;

(vi) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;

(vii) Accessing the job opportunity, including required medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications;

(viii) An employer’s recruiters, agents or attorneys, or other notary or legal fees;

(ix) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;

(x) Government-mandated fees, such as border crossing fees, levies, or worker welfare funds;

(xi) Transportation and subsistence costs —

(A) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and

(B) From the airport or disembarkation point to the worksite;

(xii) Security deposits, bonds, and insurance; and

(xii) Equipment charges.

(2) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is —

(i) Paid in property or money;

(ii) Deducted from wages;

(iii) Paid back in wage or benefit concessions;

(iv) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or

(v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to —

(A) Agents;

(B) Labor brokers;

(C) Recruiters;

(D) Staffing firms (including private employment and placement firms);

(E) Subsidiaries/affiliates of the employer;

(F) Any agent or employee of such entities; and

(G) Subcontractors at all tiers.

Severe forms of trafficking in persons means —

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for

performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) *Policy*. The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not —

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract;

(3) Use forced labor in the performance of the contract;

(4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

(5) (i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant costs to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work;

(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;

(6) Charge employees or potential employees recruitment fees;

(7) (i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment —

(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or

(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that —

(ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is —

(A) Legally permitted to remain in the country of employment and who chooses to do so; or

(B) Exempted by an authorized official of the contracting agency from the

requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) *Contractor requirements*. The Contractor shall —

(1) Notify its employees and agents of —

(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification*.

(1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of —

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203–13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

(e) *Remedies*. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in —

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Declining to exercise available options under the contract;

(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(7) Suspension or debarment.

(f) *Mitigating and aggravating factors*. When determining remedies, the Contracting Officer may consider the following:

(1) *Mitigating factors*. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) *Aggravating factors*. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) *Full cooperation*.

(1) The Contractor shall, at a minimum -

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not -

(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a

sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from -

(A) Conducting an internal investigation;

or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) *Compliance plan.*

(1) This paragraph (h) applies to any portion of the contract that -

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds $550,000.

(2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate —

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) *Minimum requirements*. The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at http://www.state.gov/j/tip/.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1–844–888–FREE and its email address at help@befree.org.

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee or potential employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) *Posting*.

(i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

(5) *Certification*. Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that -

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either -

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) *Subcontracts*.

(1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that -

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds $550,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

52.222-55 MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 (JAN 2022)

(a) Definitions. As used in this clause—

United States means the 50 states, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and the outer Continental Shelf as defined in the Outer Continental Shelf Lands Act (43 U.S.C. 1331, et seq.).

Worker –

(1) (i) Means any person engaged in performing work on, or in connection with, a contract

covered by Executive Order 14026, and–

(A) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV);

(B) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541; and

(C) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(ii) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).

(iii) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(2) (i) A worker performs on a contract if the worker directly performs the specific services called for by the contract; and

(ii) A worker performs in connection with a contract if the worker's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

(b) Executive Order Minimum wage rate.

(1) The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of $15.00 per hour beginning January 30, 2022.

(2) The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2023, and annually thereafter, to meet the applicable annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on https://www.sam.gov (or any successor website), and a general notice on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, that will provide information on the E.O. minimum wage and how to obtain annual updates. The applicable published E.O. minimum wage is incorporated by reference into this contract.

(3) (i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only for increased labor costs (including subcontractor labor costs) as a result of an increase in the annual E.O. minimum wage, and for associated labor costs (including those for subcontractors). Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any subcontractor requests for such price adjustment.

(iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate

price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(5) A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.

(6) The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 23.230, Deductions.

(7) The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance or any applicable contract establishing a minimum wage higher than the E.O. 14026 minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(10) The Contractor shall follow the policies and procedures in 29 CFR 23.240(b) and 23.280 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than $30 a month in tips.

(c)

(1) This clause applies to workers as defined in paragraph (a). As provided in that definition–

(i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to–

(i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., i.e. those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;

(ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor

Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to-

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(a) ;

(B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b) ; and

(C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541).

(d) Notice. The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at www.dol.gov/agencies/whd/government-contracts, in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) Payroll Records.

(1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

(i) Name, address, and social security number;

(ii) The worker’s occupation(s) or classification(s);

(iii) The rate or rates of wages paid;

(iv) The number of daily and weekly hours worked by each worker;

(v) Any deductions made; and

(vi) Total wages paid.

(2) The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer.

(3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR 23.260 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Contractor’s payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) Access. The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) Withholding. The Contracting Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.

(h) Disputes. Department of Labor has set forth in 29 CFR 23.510, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 CFR part 23. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) Antiretaliation. The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) Subcontractor compliance. The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.

(k) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

(End of clause)

52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2022)

(a) *Definitions*. As used in this clause (in accordance with 29 CFR 13.2) —

"Child", "domestic partner", and "domestic violence" have the meaning given in 29 CFR 13.2.

"Employee" —

(1) (i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706, and

(A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8),

(B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions,

(C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and

(ii) Includes any person performing work on or in connection with the contract and

individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(2) (i) An employee performs "on" a contract if the employee directly performs the specific services called for by the contract; and

(ii) An employee performs "in connection with" a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

"Individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship" has the meaning given in 29 CFR 13.2.

"Multiemployer" plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

"Paid sick leave" means compensated absence from employment that is required by E.O. 13706 and 29 CFR part 13.

"Parent", "sexual assault", "spouse", and "stalking" have the meaning given in 29 CFR 13.2.

"United States" means the 50 States and the District of Columbia.

(b) *Executive Order 13706.*

(1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.

(2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.

(c) *Paid sick leave*. The Contractor shall —

(1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;

(2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;

(3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;

(4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;

(5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and

(6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.

(d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).

(e) *Withholding.* The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including–

(1) Any pay and/or benefits denied or lost by reason of the violation;

(2) Other actual monetary losses sustained as a direct result of the violation; and

(3) Liquidated damages.

(f) Payment suspension/contract termination/contractor debarment.

(1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, the contracting agency may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.

(3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

(g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.

(h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.

(i) *Recordkeeping*

(1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:

(i) Name, address, and social security number of each employee.

(ii) The employee’s occupation(s) or classification(s).

(iii) The rate or rates of wages paid (including all pay and benefits provided).

(iv) The number of daily and weekly hours worked.

(v) Any deductions made.

(vi) The total wages paid (including all pay and benefits provided) each pay period.

(vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).

(viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.

(ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 as described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706).

(x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).

(xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.

(xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.

(xiii) The relevant contract.

(xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.

(xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2) (i) If the Contractor wishes to distinguish between an employee's covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.

(ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time for the Contractor.

(3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.

(4) (i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 14026, their respective implementing regulations, or any other applicable law.

(j) *Interference/discrimination.*

(1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to —

(i) Miscalculating the amount of paid sick leave an employee has accrued;

(ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;

(iii) Discouraging an employee from using paid sick leave;

(iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;

(v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;

(vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or

(vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.

(2) The Contractor shall not discharge or in any other manner discriminate against any employee for —

(i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;

(ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;

(iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or

(iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.

(k) *Notice.* The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any website that is maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

(l) *Disputes concerning labor standards.* Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the employees or their representatives.

(m) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (NOV 2021)

(a) Except as provided in paragraph (e) of this clause, the Cargo Preference Act of 1954 (46 U.S.C. Appx 1241(b)) requires that Federal departments and agencies shall transport in privately owned U.S.-flag commercial vessels at least 50 percent of the gross tonnage of equipment, materials, or commodities that may be transported in ocean vessels (computed separately for dry bulk carriers, dry cargo liners, and tankers). Such transportation shall be accomplished when any equipment, materials, or commodities, located within or outside the United States, that may be transported by ocean vessel are —

(1) Acquired for a U.S. Government agency account;

(2) Furnished to, or for the account of, any foreign nation without provision for reimbursement;

(3) Furnished for the account of a foreign nation in connection with which the United States advances funds or credits, or guarantees the convertibility of foreign currencies; or

(4) Acquired with advance of funds, loans, or guaranties made by or on behalf of the United States.

(b) The Contractor shall use privately owned U.S.-flag commercial vessels to ship at least 50 percent of the gross tonnage involved under this contract (computed separately for dry bulk carriers, dry cargo liners, and tankers) whenever shipping any equipment, materials, or commodities under the conditions set forth in paragraph (a) above, to the extent that such vessels are available at rates that are fair and reasonable for privately owned U.S.-flag commercial vessels.

(c) (1) The Contractor shall submit one legible copy of a rated on-board ocean bill of lading for

each shipment to both (i) the Contracting Officer and (ii) the Office of Cargo Preference, Maritime Administration (MAR-590), 400 Seventh Street, SW, Washington, DC 20590. Subcontractor bills of lading shall be submitted through the Prime Contractor.

(2) The Contractor shall furnish these bill of lading copies (i) within 20 working days of the date of loading for shipments originating in the United States, or (ii) within 30 working days for shipments originating outside the United States. Each bill of lading copy shall contain the following information:

(A) Sponsoring U.S. Government agency.

(B) Name of vessel.

(C) Vessel flag of registry.

(D) Date of loading.

(E) Port of loading.

(F) Port of final discharge.

(G) Description of commodity.

(H) Gross weight in pounds and cubic feet if available.

(I) Total ocean freight revenue in U.S. dollars.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts or purchase orders under this contract, except those described in paragraph (e)(4).

(e) The requirement in paragraph (a) does not apply to —

(1) Cargoes carried in vessels as required or authorized by law or treaty;

(2) Ocean transportation between foreign countries of supplies purchased with foreign currencies made available, or derived from funds that are made available, under the Foreign Assistance Act of 1961 (22 U.S.C. 2353);

(3) Shipments of classified supplies when the classification prohibits the use of non-Government vessels; and

(4) Subcontracts or purchase orders for the acquisition of commercial products or commercial services unless —

(i) This contract is —

(A) A contract or agreement for ocean transportation services; or

(B) A construction contract; or

(ii) The supplies being transported are —

(A) Items the Contractor is reselling or distributing to the Government without adding value. (Generally, the Contractor does not add value to the items when it subcontracts items for f.o.b. destination shipment); or

(B) Shipped in direct support of U.S. military —

(1) Contingency operations;

(2) Exercises; or

(3) Forces deployed in connection with United Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations.

(f) Guidance regarding fair and reasonable rates for privately owned U.S.-flag commercial vessels may be obtained from the Office of Costs and Rates, Maritime Administration, 400 Seventh Street, SW, Washington, DC 20590, Phone: 202-366-4610.

52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA — MODIFICATIONS (NOV 2021) (ALTERNATE IV — OCT 2010)

(a) Submission of certified cost or pricing data is not required.

(b) Provide data described below: *[Insert description of the data and the format that are required, including the access to records necessary to permit an adequate evaluation of the proposed price in accordance with* 15.403–3.]

(1) Information required by the clause at 552.238-82, Modifications (Multiple Award Schedule).

(2) Any additional supporting information requested by the Contracting Officer. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether the price(s) offered is fair and reasonable.

(3) By submitting a request for modification, the Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before agreeing to a modification, books, records, documents, papers, and other directly pertinent records to verify the pricing, sales and other data related to the supplies or services proposed in order to determine the reasonableness of price(s). Access does not extend to ContractorÃƒÆ’Ã†â€™Ãƒâ€ Ã¢â‚¬â„¢Ã¢â‚¬Â ÃƒÂ¢Ã¢â€šÂ¬Ã¢â€žÂ¢ÃƒÆ’Ã†â€™ÃƒÂ¢Ã¢â€šÂ¬Ã‚Â ÃƒÆ’Ã‚Â¢Ãƒ cost or profit information or other data relevant solely to the ContractorÃƒÆ’Ã†â€™Ãƒâ€ Ã¢â‚¬â„¢Ã¢â‚¬Â ÃƒÂ¢Ã¢â€šÂ¬Ã¢â€žÂ¢ÃƒÆ’Ã†â€™ÃƒÂ¢Ã¢â€šÂ¬Ã‚Â ÃƒÆ’Ã‚Â¢Ãƒ determination of the prices to be offered in the catalog or marketplace.

552.238-116 OPTION TO EXTEND THE TERM OF THE FSS CONTRACT (MAR 2022)

(a) The Government may require continued performance of this contract for an additional 5 year period. This option may be exercised up to three times.

(b) The Contracting Officer may exercise the option by providing written notice to the Contractor 30 days before the contract expires.

(End of Clause)

552.238-115 SPECIAL ORDERING PROCEDURES FOR THE ACQUISITION OF ORDER-LEVEL MATERIALS (APR 2022)

(a) Definition.

“Order-level materials”, as used in this clause, means supplies and/or services acquired in direct support of an individual task or delivery order placed against a Federal Supply Schedule (FSS) contract or FSS blanket purchase agreement (BPA), when the supplies and/or services are not known at the time of Schedule contract or FSS BPA award. The prices of order-level materials are not established in the FSS contract or FSS BPA. Order-level materials acquired following the procedures in paragraph (d) of this clause are done so under the authority of the FSS program, pursuant to 41 U.S.C. 152(3), and are not

open market items, which are discussed in FAR 8.402(f).

(b) FAR 8.403(b) provides that GSA may establish special ordering procedures for a particular FSS.

(c) The procedures in FAR subpart 8.4 apply to this contract, with the exceptions listed in this clause. If a requirement in this clause is inconsistent with FAR subpart 8.4, this clause takes precedence pursuant to FAR 8.403(b).

(d) Procedures for including order-level materials when placing an individual task or delivery order against an FSS contract or FSS BPA.

(1) The procedures discussed in FAR 8.402(f) do not apply when placing task and delivery orders that include order-level materials.

(2) Order-level materials are included in the definition of the term “material” in FAR clause 52.212-4 Alternate I, and, therefore, all provisions of FAR clause 52.212-4 Alternate I that apply to “materials” also apply to order-level materials.

(3) Order-level materials shall only be acquired in direct support of an individual task or delivery order and not as the primary basis or purpose of the order.

(4) The value of order-level materials in a task or delivery order, or the cumulative value of order-level materials in orders against an FSS BPA awarded under a FSS contract, shall not exceed 33.33%.

(5) All order-level materials shall be placed under the Order-Level Materials SIN.

(6) Prior to the placement of an order that includes order-level materials, the Ordering Activity shall follow the procedures in FAR 8.404(h).

(7) To support the price reasonableness of order-level materials–

(i) The Contractor proposing order-level materials as part of a solution shall obtain a minimum of three quotes for each order-level material above the simplified acquisition threshold.

(A) One of these three quotes may include materials furnished by the Contractor under paragraph (i)(1)(ii)(A) of FAR clause 52.212-4 Alternate I.

(B) If the Contractor cannot obtain three quotes, the Contractor shall maintain documentation of why three quotes could not be obtained to support their determination.

(C) A Contractor with an approved purchasing system, per FAR subpart 44.3, shall instead follow its purchasing system requirement and is exempt from the requirements in paragraphs (d)(7)(i)(A) through (B) of this clause.

(ii) The Ordering Activity Contracting Officer must make a determination that prices for all order-level materials are fair and reasonable. The Ordering Activity Contracting Officer may base this determination on a comparison of the quotes received in response to the task or delivery order solicitation or other relevant pricing information available.

(iii) If indirect costs are approved per paragraph (i)(1)(ii)(D)(2) of FAR clause 52.212-4 Alternate I, the Ordering Activity Contracting Officer must make a determination that all indirect costs approved for payment are fair and reasonable. Supporting data shall be submitted in a form acceptable to the Ordering Activity Contracting Officer.

(8) Prior to an increase in the ceiling price of order-level materials, the Ordering Activity Contracting Officer shall follow the procedures at FAR 8.404(h)(3)(iv).

(9) In accordance with GSAR clause 552.238-83, *Examination of Records by GSA (Federal Supply Schedules)*, GSA has the authority to examine the Contractor's records for compliance with the pricing provisions in FAR clause 52.212-4 Alternate I, to include examination of any books, documents, papers, and records involving transactions related to the contract for overbillings, billing errors, and compliance with the Industrial Funding Fee (IFF) and the Sales Reporting clauses of the contract.

(10) Order-level materials are exempt from the following clauses:

(i) 552.216-70 *Economic Price Adjustment - FSS Multiple Award Schedule Contracts.*

(ii) 552.238-77 *Submission and Distribution of Authorized Federal Supply Schedule (FSS) Price Lists*.

(iii) 552.238-81 *Price Reductions.*

End of clause

552.238-73 IDENTIFICATION OF ELECTRONIC OFFICE EQUIPMENT PROVIDING ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES (MAR 2022)

(a) Definitions.

"Electronic office equipment accessibility" means the application/configuration of electronic office equipment (includes hardware, software and firmware) in a manner that accommodates the functional limitations of individuals with disabilities so as to promote productivity and provide access to work related and/or public information resources.

"Individuals with Disabilities" mean qualified individuals with impairments as cited in 29 U.S.C. 705(20) who can benefit from electronic office equipment accessibility.

"Special peripheral" means a special needs aid that provides access to electronic equipment that is otherwise inaccessible to individuals with disabilities.

(b) The offeror is encouraged to identify in its offer, and include in any commercial catalogs and pricelists accepted by the Contracting Officer, office equipment, including any special peripheral, that will facilitate electronic office equipment accessibility for individuals with disabilities. Identification should include the type of disability accommodated and how the users with that disability would be helped.

End of clause

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the completion of customer order, including options, 60 months following the expiration of the FSS contract ordering period.

End of clause

52.219-14 LIMITATIONS ON SUBCONTRACTING (OCT 2022)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.
(b) Definition. Similarly situated entity, as used in this clause, means a first-tier subcontractor, including an independent contractor, that—
(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and
(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.
(c) Applicability. This clause applies only to—
(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);
(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);
(3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;
(4) Orders expected to exceed the simplified acquisition threshold and that are—
(i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
(ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);
(5)Orders, regardless of dollar value, that are—
(i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
(ii)Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and
(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.
(d) Independent contractors. An independent contractor shall be considered a subcontractor.
(e) Limitations on subcontracting. By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for—
(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;
(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;
(3) General construction, it will not pay more than 85 percent of the amount paid by the

Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or
(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.
(f) The Contractor shall comply with the limitations on subcontracting as follows:
(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause—
[Contracting Officer check as appropriate.]
By the end of the base term of the contract and then by the end of each subsequent option period; or
By the end of the performance period for each order issued under the contract.
(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.
(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

52.219-29 NOTICE OF SET-ASIDE FOR, OR SOLE SOURCE AWARD TO, ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS CONCERNS (OCT 2022)

(a) Definitions.

Economically disadvantaged women-owned small business (EDWOSB) concern, as used in this clause, means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and is certified pursuant to 13 CFR 127.300 as an EDWOSB. It automatically qualifies as a women-owned small business (WOSB) concern eligible under the WOSB Program.

WOSB Program Repository means a secure, Web-based application that collects, stores, and disseminates documents to the contracting community and SBA, which verify the eligibility of a business concern for a contract to be awarded under the WOSB Program.

(b) *Applicability*. This clause applies only to—

(1) Contracts that have been set aside for, or awarded on a sole-source basis to, EDWOSB concerns;

(2) Part or parts of a multiple-award contract that have been set aside for EDWOSB concerns;

(3) Orders set aside for EDWOSB concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F); and

(4) Orders issued directly to EDWOSB concerns under multiple-award contracts as described in 19.504(c)(1)(ii).

(c) General.

(1) For EDWOSB set-aside procurements, offers are solicited only from certified EDWOSB concerns or EDWOSB concerns with a pending application for certification in the Dynamic Small Business Search (DSBS).

(2) For EDWOSB sole-source awards, offers are solicited only from certified EDWOSB concerns.

(3) Offers received from other concerns will not be considered.

(4) Any award resulting from this solicitation will be made to a certified EDWOSB concern.

(d) *Joint Venture.* A joint venture may be considered an EDWOSB concern if—

(1) At least one party to the joint venture complies with the criteria defined in paragraph (a) and paragraph (c)(3) of this clause, and 13 CFR 127.506(c); and

(2) Each party to the joint venture qualifies as small under the size standard for the solicitation, or the protégé is small under the size standard for the solicitation in a joint venture comprised of a mentor and protégé with an approved mentor-protégé agreement under the SBA mentor-protégé program.

(e) In a joint venture that complies with paragraph (d) of this clause, the EDWOSB party or parties to the joint venture shall perform at least 40 percent of the work performed by the joint venture. Work performed by the EDWOSB party or parties to the joint venture must be more than administrative functions.

(End of clause)

52.219-30 NOTICE OF SET-ASIDE FOR, OR SOLE SOURCE AWARD TO, WOMEN-OWNED SMALL BUSINESS CONCERNS ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM (OCT 2022)

(a) *Definitions.* As used in this clause—

Definition. Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), as used in this clause, means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300 as a WOSB. A certified EDWOSB is automatically eligible as a certified WOSB.

(b) *Applicability*. This clause applies only to-

(1) Contracts that have been set aside for, or awarded on a sole-source basis to, WOSB concerns eligible under the WOSB Program;

(2) Part or parts of a multiple-award contract that have been set aside for WOSB concerns eligible under the WOSB Program;

(3) Orders set aside for WOSB concerns eligible under the WOSB Program, under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F); and

(4) Orders issued directly to WOSB concerns eligible under the WOSB Program under multiple-award contracts as described in 19.504(c)(1)(ii).

(c) *General.*

(1) For WOSB set-aside procurements, offers are solicited only from certified WOSB concerns eligible under the WOSB Program or WOSB concerns with a pending application for certification status in the

Dynamic Small Business Search (DSBS).

(2) For WOSB sole-source awards, offers are solicited only from certified WOSB concerns.

(3) Offers received from other concerns shall not be considered.

(4) Any award resulting from this solicitation will be made to a certified WOSB concern eligible under the WOSB Program.

(d) *Joint Venture*. A joint venture may be considered a WOSB concern eligible under the WOSB Program if—

(1) At least one party to the joint venture complies with the criteria defined in paragraph (a) and (c)(3) of this clause, and 13 CFR 127.506(c); and

(2) Each party to the joint venture qualifies as small under the size standard for the solicitation, or the protégé is small under the size standard for the solicitation in a joint venture comprised of a mentor and protégé with an approved mentor-protégé agreement under the SBA mentor-protégé program.

(e) In a joint venture that complies with paragraph (d) of this clause, the WOSB party or parties to the joint venture shall perform at least 40 percent of the work performed by the joint venture. Work performed by the WOSB party or parties to the joint venture must be more than administrative functions.

(End of clause)

52.219-3 NOTICE OF HUBZONE SET-ASIDE OR SOLE SOURCE AWARD (OCT 2022)

(a) *Definitions. HUBZone small business concern, as used in this clause, means a small business concern, certified by the Small Business Administration (SBA), that appears on the List of Qualified HUBZone Small Business Concerns maintained by the SBA (13 CFR 126.103).*

(b) *Applicability*. This clause applies only to-

(1) Contracts that have been set aside or awarded on a sole-source basis to, HUBZone small business concerns;

(2) Part or parts of a multiple-award contract that have been set aside for HUBZone small business concerns;

(3) Orders set aside for HUBZone small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F); and

(4) Orders issued directly to HUBZone small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii).

(c) *General.*

(1) Offers are solicited only from HUBZone small business concerns. Offers received from concerns that are not HUBZone small business concerns will not be considered.

(2) Any award resulting from this solicitation will be made to a HUBZone small business concern.

(d) *Joint Venture*. A joint venture may be considered a HUBZone concern if—

(1) At least one party to the joint venture is a HUBZone small business concern and complies with 13 CFR 126.616(c); and

(2) Each party to the joint venture qualifies as small under the size standard for the solicitation, or the protégé is small under the size standard for the solicitation in a joint venture comprised of a mentor and protégé with an approved mentor-protégé agreement under the SBA mentor-protégé program.

(e) A HUBZone joint venture agrees that, in the performance of the contract, at least 40 percent of the aggregate work performed by the joint venture shall be completed by the HUBZone small business parties to the joint venture. Work performed by the HUBZone small business party or parties to the joint venture must be more than administrative functions.

(End of clause)

C-FSS-370 CONTRACTOR TASKS / SPECIAL REQUIREMENTS (DEC 2022)

(a) *Security clearances*. The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule (MAS).

(b) *Travel*. The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by FAR part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under MAS. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does not apply to travel and per diem charges.

(c) *Certifications, licenses and accreditations*. As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses, and accreditations for specific Federal Supply Code (FSC)/Product Service Code (PSC) classifications offered. All costs associated with obtaining/ possessing such certifications, licenses, and accreditations should be factored into the price offered under MAS.

(d) *Insurance*. As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/PSC classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under MAS.

(e) *Personnel*. The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering agencies may require prior approval of additions or replacements to key personnel.

(f) *Organizational conflicts of interest*. Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such an order may be restricted in accordance with FAR part 9.5.

(g) *Documentation/Standards*. The Contractor may be requested to provide products or services in accordance with rules, regulations, Office of Management and Budget orders, standards and documentation as specified by the order.

(h) *Data/Deliverable requirements*. Any required data/deliverables at the order level will be specified or negotiated by the ordering agency.

(i) *Government-furnished property*. As specified by the order, the Government may provide property, equipment, materials or resources as necessary.

(j) *Availability of funds*. Many ordering agencies operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

(k) *Overtime*. For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

(End of clause)

I-FSS-40 CONTRACTOR TEAM ARRANGEMENTS (DEC 2022)

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with GSAR clause 52.238-80, Industrial Funding Fee and Sales Reporting (i.e., each contractor participating in a contractor team arrangement must report sales and remit the Industrial Funding Fee for all products and services provided under its individual contract).

(End of clause)

I-FSS-600 CONTRACT PRICE LISTS (DEC 2022)

(a) *Electronic Contract Data*.

(1) At the time of award, the Contractor will be provided instructions for submitting electronic contract data in a prescribed format as required by GSAR clause 552.238-77, Submission and Distribution of Authorized Federal Supply Schedule (FSS) Price Lists.

(2) The Contractor will have a choice to transmit its file submissions electronically through Electronic Data Interchange (EDI) in accordance with the Federal Implementation Convention (IC) or use the application made available at the time of award. The Contractor's electronic files must be complete, correct, readable, virus free, and contain only those supplies and services, prices, and terms and conditions that were accepted by the Government. They will be added to GSA's electronic ordering system known as GSA Advantage!®, a menu driven database system that provides online access to contract ordering information, terms and conditions, current pricing, and the option to create an electronic order. The Contractor's electronic files must be received no later than 30 days after award. Contractors should refer to the GSAR clause at 552.238-88, GSA Advantage!®, for further information.

(3) Further details on EDI, ICs, and GSA Advantage! ® can be found in GSAR clause 552.238-103, Electronic Commerce.

(4) The Contractor is encouraged to place the GSA logo on their website for those supplies or services covered by this contract. Contractors may link the GSA logo to their FSS price list. Only GSA Schedule holders may use the GSA logo, which is at https://www.gsa.gov/logos. All resultant "web price lists" shown on the Contractor's website must be in accordance with paragraph (b)(3)(ii) of this clause and nothing other than what was accepted/awarded by the Government may be included. If the Contractor elects to use contract identifiers on its website (either logos or contact number) the website must clearly distinguish between those items awarded on the contract and any other items offered by the Contractor on an open market basis.

(5) The Contractor is responsible for keeping all electronic catalogs data current, accurate, and complete; e.g., prices, product deletions and replacements, etc.

(b) *Federal Supply Schedule Price Lists*.

(1) The Contractor must prepare and distribute an FSS price list as required by GSAR clause 552.238-77, Submission and Distribution of Authorized Federal Supply Schedule (FSS) Price Lists.

(2) The Contractor must prepare an FSS price list by composing a price list in which only those items, terms, and conditions accepted by the Government are included, and which contain only net prices, based upon the commercial price list or commercial market prices less discounts accepted by the Government. The cover page of the FSS price list must include the following statement: "Prices Shown Herein are Net (discount deducted)".

(3) The cover page of the FSS price list must include the following information prepared in the following format:

GENERAL SERVICES ADMINISTRATION

Federal Acquisition Service Authorized Federal Supply Schedule FSS Price List

Online access to contract ordering information, terms and conditions, pricing, and the option to create an electronic delivery order are available through GSA Advantage!®. The website for GSA Advantage!® is: https://www.GSAAdvantage.gov.

Schedule title

FSC Group, Part, and Section or Standard Industrial Group (as applicable)

FSC Class(es)/Product Code(s) and/or Service Codes (as applicable).

Contract number

Contract period

Contractor's name, address, and phone number (include toll free WATS number and FAX number, if applicable)

Contractor’s internet address/website where Schedule information can be found (as applicable)

Contract administration source (if different from preceding entry)

Business size

For more information on ordering go to the following website: https://www.gsa.gov/schedules.

CUSTOMER INFORMATION: The following information should be placed under this heading in consecutively numbered paragraphs in the sequence set forth below. If this information is placed in another part of the FSS price list, a table of contents must be shown on the cover page that refers to the exact location of the information.
1a. Table of awarded special item number(s) with appropriate cross reference to item descriptions and awarded price(s).
1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment discounts, or any other concession affecting price. Contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.
1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility, and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, the Contractor shall insert “Not applicable” for this item.

2. Maximum order.
3. Minimum order.
4. Geographic coverage (delivery area).
5. Point(s) of production (city, county, and State or foreign country).
6. Discount from list prices or statement of net price.
7. Quantity discounts.
8. Prompt payment terms. The Contractor must insert the following statement after identifying the prompt payment terms: "Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions."
9. Foreign items (list items by country of origin).
10a. Time of delivery. (Contractor insert number of days.)
10b. Expedited Delivery. The Contractor must insert the sentence “Items available for expedited delivery are noted in this price list.” under this heading. The Contractor may use a symbol of its choosing to highlight items in its FSS price list that have expedited delivery.
10c. Overnight and 2-day delivery. The Contractor must indicate whether overnight and 2-day delivery are available. Also, the Contractor must indicate that the ordering activity may contact the Contractor for rates for overnight and 2-day delivery.
10d. Urgent Requirements. The Contractor must note in its FSS price list that ordering agencies can request accelerated delivery for urgent requirements.
11. F.O.B. point(s).
12a. Ordering address(es).
12b. Ordering procedures: See Federal Acquisition Regulation (FAR) 8.405-3.
13. Payment address(es).
14. Warranty provision.
15. Export packing charges, if applicable.
16. Terms and conditions of rental, maintenance, and repair (if applicable).
17. Terms and conditions of installation (if applicable).
18a. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable).
18b. Terms and conditions for any other services (if applicable).
19. List of service and distribution points (if applicable).
20. List of participating dealers (if applicable).
21. Preventive maintenance (if applicable).
22a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants).
22b. If applicable, indicate that Section 508 compliance information is available for the information and communications technology (ICT) products and services offered and show where full details can be found (e.g., Contractor’s website or other location). ICT accessibility standards can be found at https://www.section508.gov/.
23. Unique Entity Identifier (UEI) number.
24. Notification regarding registration in the System for Award Management (SAM) database.

(4) Amendments to the FSS price lists must include on the cover page the same information as the current FSS price list plus the title "Supplement No. (sequentially numbered)" and the effective date(s) of such supplements.

(5) Accuracy of information and computation of prices is the responsibility of the Contractor.

(6) Inclusion of incorrect information in the FSS price list will cause the Contractor to resubmit/correct the FSS price list, and may constitute sufficient cause for termination, pursuant to GSA clause 552.212-4, Contract Terms and Conditions—Commercial Products and Commercial Services, and application of any other remedies as provided by law—including monetary recovery.

(End of clause)

Note: Regulation I-FSS-600

- All Commercial Off the Shelf (COTS) and commercial type products are prohibited from being duplicated and published to the Text File posted on the GSA Advantage environment (includes GSA eLibrary and GSA eBuy).

- All Commercial Off the Shelf (COTS) and commercial type products should be published for sale on GSA Advantage OR to the Text File posted on the GSA Advantage environment (includes GSA eLibrary and GSA eBuy).

- All Services offerings are prohibited from being duplicated and published to the Price List generated by the FAS Catalog Platform (FCP) AND the Text File posted on the GSA Advantage environment (includes GSA eLibrary and GSA eBuy).

- All Service offerings should be published to a Price List generated by FCP OR to the Text File posted on the GSA Advantage environment (includes GSA eLibrary and GSA eBuy).

I-FSS-644 PRODUCTS OFFERED AND SOLD BY VENDORS OTHER THAN THE MANUFACTURER (DEC 2022)

(a) Applicability. This clause applies to offerings and sales of products made by Contractors other than the manufacturer of such products. This clause applies specifically to, but is not limited to, Contractors who are resellers and distributors. This clause does not apply to Contractors who are also the manufacturer of the product(s) being offered and sold under this contract.

(b) Terms of Offering and Sales. Contractors shall not offer or sell products under this contract for which they do not have authorization, as applicable, and they lack an uninterrupted source of supply sufficient to satisfy the Government's requirements.

(1) Manufacturer Authorization Program.

(i) For products that manufacturers manage through any "authorized supplier", "controlled distribution", or other similar program, the Contractor shall be included in such a program to sell products to the Government. The Government will rely on information provided by the manufacturer to identify such authority, to the extent provided by the manufacturer.

(ii) If the Contractor is not included in any authorization program, then sales of those products under this contract are not permitted.

(iii) For products that manufacturers do not manage through any authorization program, the Contractor need only provide the uninterrupted source of supply as required by paragraph (b)(2) of this clause.

(2) Uninterrupted Source of Supply. The Contractor shall provide evidence of, and shall maintain, an uninterrupted source of supply sufficient to satisfy the Government's requirements for all products on its contract.

(3) Manufacturer Prohibitions. The Contractor shall not offer or sell any product under this contract that the manufacturer of the product has prohibited the Contractor from selling.

(c) Discrepancies. In the event that the Government becomes aware of any discrepancy regarding a Contractor's authorization program status, uninterrupted source of supply, or manufacturer prohibition, the Contracting Officer will give written notice of such discrepancy to the Contractor. The Contractor shall have 30 days to respond to the discrepancy. Failure to respond to or resolve (as applicable) a notice of discrepancy may result in cancellation of this contract, in whole or in part, in accordance with GSAR clause 552.238-79, Cancellation.

(End of clause)

G-FSS-900-C CONTACT FOR CONTRACT ADMINISTRATION (DEC 2022)

Offerors should complete paragraphs (a) and (b) of this clause if providing both domestic and overseas delivery. Complete paragraph (a) of this clause if providing domestic delivery only. Complete paragraph (b) of this clause if providing overseas delivery only.

The Contractor shall designate a person to serve as the contract administrator for the contract both domestically and overseas. The contract administrator is responsible for overall compliance with contract terms and conditions. The contract administrator is also the responsible official for issues concerning GSAR clause 552.238-80, Industrial Funding Fee and Sales Reporting, including reviews of Contractor records. The Contractor's designation of representatives to handle certain functions under this contract does not relieve the contract administrator of responsibility for contract compliance. Any

changes to the designated individual must be provided to the Contracting Officer in writing, with the proposed effective date of the change.

(a) *Domestic*.

NAME _____

TITLE _____

ADDRESS _____

ZIP CODE _____

TELEPHONE NO. (_____) _____ FAX NO. _____

E-MAIL ADDRESS _____

(b) *Overseas*. Overseas contact points are mandatory for local assistance with the resolution of any delivery, performance, or quality complaint from ordering agencies. (Also, see the requirement in GSAR clause 552.238-97, Parts and Service) At a minimum, a contact point must be furnished for each area in which deliveries are contemplated, e.g., Europe, South America, Far East, etc.

NAME _____

TITLE _____

ADDRESS _____

ZIP CODE _____

TELEPHONE NO. (_____) _____ FAX NO. _____

E-MAIL ADDRESS _____

(End of provision)

I-FSS-106 GUARANTEED MINIMUM (DEC 2022)

(a) The guaranteed minimum that the Government agrees to order during the period of this contract is $2,500. If the Contractor receives total orders for less than $2,500 during the term of the contract, the Government will pay the difference between the amount ordered and $2,500.

(b) Payment of any amount due under this clause shall be contingent upon the Contractor's timely submission of reportable sales and fees and receipt of the close-out sales report pursuant to GSAR clause 552.238-80, Industrial Funding Fee and Sales Reporting.

(c) The guaranteed minimum applies only if the contract expires or contract cancellation is initiated by the Government. The guaranteed minimum does not apply if the contract is terminated for cause or if the contract is canceled at the request of the Contractor.

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023)

(a)

(1) In accordance with 31 U.S.C. 3903 and 10 U.S.C. 3801, within 15 days after receipt of

accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(2) The Contractor agrees to make such payments to its small business subcontractors without any
further consideration from or fees charged to the subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the
Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small
business concerns, including subcontracts with small business concerns for the acquisition of
commercial products or commercial services.

(End of clause)

552.219-74 SECTION 8(a) DIRECT AWARD (SEP 1999)

(a) This contract is issued as a direct award between the contracting activity and the 8(a)Contractor pursuant to the Memorandum of Understanding between the Small Business Administration (SBA) and the General Services Administration. SBA retains the responsibility for 8(a)certifications, 8(a)eligibility determinations, and related issues, and will provide counseling and assistance to the 8(a)contractor under the 8(a)program. The cognizant SBA district office is:

[Complete at time of award]

(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the contracting activity shall give advance notice to SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with SBA prior to processing any advance payments or novation agreements. The contracting activity may assign contract administration functions to a contract administration office.

(c) The Contractor agrees:

(1)To notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8(a)regulations), when the owner or owners upon whom 8(a)eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.

(2)To the requirements of 52.219-14, Limitations on Subcontracting.

(End of clause)

552.238-117 PRICE ADJUSTMENT—FAILURE TO PROVIDE ACCURATE INFORMATION (OCT 2023)

(a) The Government, at its election, may reduce the price of this contract or contract modification if the Contracting Officer determines after award of this contract or contract modification that the price

negotiated was increased by a significant amount because the Contractor failed to:

(1) provide information required by this solicitation/contract or otherwise requested by the Government; or

(2) submit information that was current, accurate, and complete; or

(3) disclose changes in the Contractor's commercial pricelist(s), discounts or discounting policies which occurred after the original submission and prior to the completion of negotiations.

(b) The Government will consider information submitted to be current, accurate and complete if the data is current, accurate and complete as of 14 calendar days prior to the date it is submitted.

(c) If any reduction in the contract price under this clause reduces the price for items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States—

(1) The amount of the overpayment; and

(2) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective each quarter prescribed by the Secretary of Treasury under 26 U.S.C.6621(a)(2).

(d) Failure to agree on the amount of the decrease shall be resolved as a dispute.

(e) In addition to the remedy in paragraph (a) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

I-FSS-639 CONTRACT SALES CRITERIA (SEP 2023)

The Federal Supply Schedule (FSS) Contracting Officer may decide not to exercise the first option to extend the term of the contract if the Contractor's reported sales are not expected to exceed $100,000 within the first 60 months following contract award. The FSS Contracting Officer may decide not to exercise subsequent options to extend the term of the contract if the Contractor's reported sales did not exceed $125,000 each 60 month period thereafter.

(End of clause)

552.212-71 CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITIONS OF COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2023)

(a) The Contractor agrees to comply with any clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial products, including commercial components, and commercial services. The clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The Contracting Officer should check the clauses in paragraph (b) that apply or delete the clauses that do not apply from the list. The Contracting Officer may add the date of the clause if desired for clarity. The GSAR clauses[ ]in paragraph (b) of this section are incorporated by reference.

(b) Clauses.

X 552.203-71 Restriction on Advertising

Varies by Category, Subcategory and SIN 552.211-73 Marking

Varies by Category, Subcategory and SIN 552.219-70 Allocation of Orders—Partially Set-Aside Items

X 552.229-70 Federal, State, and Local Taxes

Varies by Category, Subcategory and SIN 552.232-72 Final Payment Under Building Services Contracts

Varies by Category, Subcategory and SIN 552.237-71 Qualifications of Employees

N/A 552.242-70 Status Report of Orders and Shipments

(End of Clause)

552.212-72 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2023)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement provisions of law or Executive Orders applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The contracting officer should either check the provisions and clauses that apply or delete the provisions and clauses that do not apply from the lists in paragraphs (a) and (b). The contracting officer may add the date of the provision or clause if desired for clarity. The GSAR following provisions in paragraph (a) and GSAR clauses [in paragraph (b)] are incorporated by reference.

(a) Provisions.

Varies by Category, Subcategory and SIN 552.223-72 Hazardous Material Information

(b) Clauses.

* _____* 552.215-70 Examination of Records by GSA

Varies by Category, Subcategory and SIN 552.223-70 Hazardous Substances.

Varies by Category, Subcategory and SIN 552.223-71 Nonconforming Hazardous Material.

X 552.223-73 Preservation, Packaging, Packing, Marking and Labeling of Hazardous Materials (HAZMAT) for Shipments.

X 552.232-23 Assignment of Claims

(End of Clause)

52.225-5 TRADE AGREEMENTS (NOV 2023)

(a) Definitions. As used in this clause-

“Caribbean Basin country end product”—

(1) Means an article that-

(i) (A) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(B) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed; and

(ii) Is not excluded from duty-free treatment for Caribbean countries under 19 U.S.C.2703 (b).

(A) For this reason, the following articles are not Caribbean Basin country end products:

(1) Tuna prepared or preserved in any manner in airtight containers;

(2) Petroleum, or any product derived from petroleum;

(3) Watches and watch parts (including cases, bracelets, and straps) of whatever type including, but not limited to, mechanical, quartz digital, or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the Harmonized Tariff Schedule of the United States (HTSUS) column2 rates of duty apply (i.e., Afghanistan, Cuba, Laos, North Korea, and Vietnam); and

(4) Certain of the following: textiles and apparel articles; footwear, handbags, luggage, flat goods, work gloves, and leather wearing apparel; or handloomed, handmade, and folklore articles;

(B) Access to the HTSUS to determine duty-free status of articles of these types is available at https://usitc.gov/tata/hts/index.htm. In particular, see the following:

(1) General Note3(c), Products Eligible for Special Tariff treatment.

(2) General Note17, Products of Countries Designated as Beneficiary Countries under the United States-Caribbean Basin Trade Partnership Act of 2000.

(3) Section XXII, Chapter 98, Subchapter II, Articles Exported and Returned, Advanced or Improved Abroad, U.S. Note7(b).

(4) Section XXII, Chapter 98, Subchapter XX, Goods Eligible for Special Tariff Benefits under the United States-Caribbean Basin Trade Partnership Act; and

(2) Refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the acquisition, includes services (except transportation services)

incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

"Designated country" means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, North Macedonia, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan (known in the World Trade Organization as "the Separate Customs Territory of Taiwan, Penghu, Kinmen and Matsu (Chinese Taipei)"), Ukraine, or United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo,

Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

"Designated country end product" means a WTO GPA country end product, an FTA country end product, a least developed country end product, or a Caribbean Basin country end product.

"End product" means those articles, materials, and supplies to be acquired under the contract for public use.

"Free Trade Agreement country end product" means an article that-

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in an FTA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

"Least developed country end product" means an article that-

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different article of commerce with a name, character, or use distinct

from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product, includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

"United States" means the 50 States, the District of Columbia, and outlying areas.

"U.S.-made end product" means an article that is mined, produced, or manufactured in the United States or that is substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed.

"WTO GPA country end product" means an article that-

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services, (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

(b) Delivery of end products. The Contracting Officer has determined that the WTO GPA and FTAs apply to this acquisition. Unless otherwise specified, these trade agreements apply to all items in the Schedule. The Contractor shall deliver under this contract only U.S.-made or designated country end products except to the extent that, in its offer, it specified delivery of other end products in the provision entitled "Trade Agreements Certificate."

End of clause

552.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION FAR 52.212-4) (JAN 2023)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (FAR) 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award

Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) The due date for making invoice payments by the designated payment office is the later of the following two events:

(i) The 10th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

(ii) The 10th day after Government acceptance of supplies delivered or services performed by the Contractor.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.-

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the

Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if–

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608-2 in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, Unauthorized Obligations, and Commercial Supplier Agreements - Unenforceable Clauses paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any commercial supplier agreements as amended by the Commercial Supplier Agreements -Unenforceable Clauses provision.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) [Reserved]

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any commercial supplier agreement (as defined in 502.101) that includes any language, provision, or clause requiring the Government to pay any future fees, penalties, interest, legal costs or to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such language, provision, or clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the commercial supplier agreement. If the commercial supplier agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such language, provision, or clause is deemed to be stricken from the commercial supplier agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification or any other payment by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor’s representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(w) *Commercial supplier agreements unenforceable clauses.*When any supply or service acquired under this contract is subject to a commercial supplier agreement (as defined in 502.101), the following language shall be deemed incorporated into the commercial supplier agreement. As used herein, “this agreement” means the commercial supplier agreement:

(1) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the U.S. Government, the following shall apply:

(i) *Applicability*. This agreement is a part of a contract between the commercial supplier and the U.S. Government for the acquisition of the supply or service that necessitates a license or other similar legal instrument (including all contracts, task orders, and delivery orders under FAR 12).

(ii) *End user*. This agreement shall bind the ordering activity as end user but shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.

(iii) *Law and disputes*. This agreement is governed by Federal law.

(A) Any language purporting to subject the U.S. Government to the laws of a U.S. state, U.S. territory, district, or municipality, or a foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted.

(B) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.

(C) Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.

(iv) *Continued performance*. The supplier or licensor shall not unilaterally revoke, terminate or suspend any rights granted to the Government except as allowed by this contract. If the supplier or licensor believes the ordering activity to be in breach of the agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in subparagraph (d) (Disputes).c

(v) *Arbitration; equitable or injunctive relief*. In the event of a claim or dispute arising under or relating to this agreement, a binding arbitration shall not be used unless specifically authorized by agency guidance, and equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the U.S. Government only when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act).

(vi) *Updating terms*.

(A) After award, the contractor may unilaterally revise commercial supplier agreement terms: if they are not material. A material change is defined as:

(1) Terms that change Government rights or obligations;

(2) Terms that increase Government prices;

(3) Terms that decrease overall level of service; or

(4) Terms that limit any other Government right addressed elsewhere in this contract.

(B) For revisions that will materially change the terms of the contract, the revised commercial supplier agreement must be incorporated into the contract using a bilateral modification.

(C) Any agreement license terms or conditions unilaterally revised subsequent to award that are inconsistent with any material term or provision of this contract shall not be enforceable against the Government, and the Government shall not be deemed to have consented to them.

(vii) *No automatic renewals*. If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express consent by an authorized Government representative.

(viii) *Indemnification*. Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.

(ix) *Audits*. Any clause of this agreement permitting the commercial supplier or licensor to audit the end user's compliance with this agreement is hereby amended as follows:

(A) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the ordering activity. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying Government contract or order.

(B) (B) This charge, if disputed by the ordering activity, will be resolved in accordance with subparagraph (d) (Disputes) through the Disputes clause at 552.212-4(d); no payment obligation shall arise on the part of the ordering activity until the conclusion of the dispute process.

(C) (C) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the Government.

(x) *Taxes or surcharges*. Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the underlying Government contract or order and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the Government contract.

(xi) *Non-assignment*. This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted under subparagraph (b) of this clause.

(xii) *Confidential information*. If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the contract price list, as applicable, shall be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the Government may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.

(2) If any language, provision, or clause of this agreement conflicts or is inconsistent with the preceding paragraph (w)(1), the language, provisions, or clause of paragraph (w)(1) shall prevail to the extent of such inconsistency.

(End of clause)

Note: Regulation 552.212-4
This clause applies to fixed price orders.

52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB COVERED ENTITIES (DEC 2023)

(a) *Definitions.* As used in this clause —

Kaspersky Lab covered article means any hardware, software, or service that —

(1) Is developed or provided by a Kaspersky Lab covered entity;

(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab covered entity; or

(3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab covered entity.

Kaspersky Lab covered entity means —

(1) Kaspersky Lab;

(2) Any successor entity to Kaspersky Lab, including any change in name, *e.g.*, "Kaspersky"

(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or

(4) Any entity of which Kaspersky Lab has a majority ownership.

(b) *Prohibition.* Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115–91) prohibits Government use of any Kaspersky Lab covered article. The Contractor is prohibited from —

(1) Providing any Kaspersky Lab covered article that the Government will use on or after October 1, 2018; and

(2) Using any Kaspersky Lab covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

(c) *Reporting requirement.*

(1) In the event the Contractor identifies a Kaspersky Lab covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing, to the Contracting Officer or, in the case of the Department of Defense, to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (c)(1) of this clause:

(i) Within 3 business days from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a Kaspersky Lab covered article, any reasons that led to the use or submission of the Kaspersky Lab covered article, and any additional efforts that will be incorporated to prevent future use or submission of Kaspersky Lab covered articles.

(d) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts, including subcontracts for the acquisition of commercial products or commercial services.

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (NOV 2023)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies established at 41 U.S.C. 4712 and Federal Acquisition Regulation (FAR) 3.900 through 3.905.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in FAR 3.900 through 3.905.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts.

(End of clause)

52.204-30 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS—PROHIBITION (DEC 2023) (ALT I DEC 2023)

(a) *Definitions.* As used in this clause—

Covered article, as defined in 41 U.S.C. 4713(k), means—

(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;

(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);

(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or

(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201–1.303(d) and (e):

(1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—

(1) The Office of the Director of National Intelligence;

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;

(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;

(9) The Bureau of Intelligence and Research of the Department of State;

(10) The Office of Intelligence and Analysis of the Department of the Treasury;

(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or

(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

(b) *Prohibition.* (1) Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by any applicable FASCSA orders identified by the checkbox(es) in this paragraph (b)(1).
[*Contracting Officer must select either "yes" or "no" for each of the following types of FASCSA orders:*]
Yes DHS FASCSA Order
Yes DoD FASCSA Order
Yes DNI FASCSA Order

(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at https://www.sam.gov to locate applicable FASCSA orders identified in paragraph (b)(1).

(3) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resultant contract.

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 4.2304(c)). However, see paragraph (c) of this clause.

(5)(i) If the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification, then the Contractor shall disclose the following:

(A) Name of the product or service provided to the Government;

(B) Name of the covered article or source subject to a FASCSA order;

(C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied or supplies the covered article or the product or service to the Offeror;

(D) Brand;

(E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(F) Item description;

(G) Reason why the applicable covered article or the product or service is being provided or used;

(ii) *Executive agency review of disclosures.* The contracting officer will review disclosures provided in paragraph (b)(5)(i) to determine if any waiver is warranted. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and to instead pursue other appropriate action.

(c) *Notice and reporting requirement.* (1) During contract performance, the Contractor shall review *SAM.gov* at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under

paragraph (b) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance.

(3)(i) The Contractor shall submit a report to the contracting office as identified in paragraph (c)(3)(ii) of this clause, if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s) identified in paragraph (b) of this clause, or a new FASCSA order identified in paragraph (c)(2) of this clause. For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(ii) If a report is required to be submitted to a contracting office under (c)(3)(i) of this clause, the Contractor shall submit the report as follows:

(A) If a Department of Defense contracting office, the Contractor shall report to the website at https://dibnet.dod.mil.

(B) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(4) The Contractor shall report the following information for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (c)(3)(i) of this clause:

(i) Within 3 business days from the date of such identification or notification:

(A) Contract number;

(B) Order number(s), if applicable;

(C) Name of the product or service provided to the Government or used during performance of the contract;

(D) Name of the covered article or source subject to a FASCSA order;

(E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;

(F) Brand;

(G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(H) Item description; and

(I) Any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:

(A) Any further available information about mitigation actions undertaken or recommended.

(B) In addition, the Contractor shall describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.

(d) *Removal.* For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that is subject to an applicable FASCSA order.

(e) *Subcontracts.* (1) The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.

(2) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor shall notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the solicitation that are not in SAM apply to the contract and all subcontracts.

552.238-105 DELIVERIES BEYOND THE CONTRACTUAL PERIOD - PLACING OF ORDERS (MAR 2024)

n accordance with the GSAR clause at 552.238-113, Authorities Supporting Use of Federal Supply Schedule Contracts, this contract covers all requirements that may be ordered, as distinguished from delivered during the contract term. This is for the purpose of providing continuity of supply or operations by permitting ordering activities to place orders as requirements arise in the normal course of operations. Accordingly, any order mailed (or received, if forwarded by other 7 means than through the mail) to the Contractor on or before the expiration date of the contract and providing for delivery within the number of days specified in the contract, shall constitute a valid order.

(End of clause)

552.238-112 DEFINITIONS- FEDERAL SUPPLY SCHEDULE CONTRACTS (MAR 2024)

As used in this contract,

Eligible means an entity that meets the requirements prescribed by statute, regulation, or other authority for purposes of being able to use Federal Supply Schedule (FSS) contracts. Information about FSS eligibility is available at https://www.gsa.gov/eligibilitydeterminations.

Ordering activity (also called “ordering agency” and “ordering office”) means an entity that is eligible to place orders or establish blanket purchase agreements (BPA) under this contract.

(End of clause)

552.238-113 AUTHORITIES SUPPORTING USE OF FEDERAL SUPPLY SCHEDULE CONTRACTS (MAR 2024)

(a) Ordering activities are able to use Federal Supply Schedule (FSS) contracts based upon a number of statutes, regulations, and other authorities. Authorities allowing ordering activities use of FSS contracts include, but are not limited to:.

(1) 25 U.S.C. 1660g(e), which provides for the use by urban Indian organizations, as defined in 25 U.S.C. 1603, for the purposes of carrying out a contract or grant pursuant to 25 U.S.C. chapter 18, subchapter IV.

(2) 25 U.S.C. 2507, which provides for the use by tribally controlled schools, as defined in 25 U.S.C. 2511, for the purposes of carrying out a grant pursuant to 25 U.S.C. chapter 27 (known as the Tribally Controlled Schools Act).

(3) 25 U.S.C. 4111(j), which provides for the use by Indian Tribes, as defined in 25 U.S.C. 4103, and tribally designated housing entities, as defined in 25 U.S.C. 4103, for the purposes of carrying out a contract, grant, or cooperative agreement pursuant to 25 U.S.C. chapter 43 (known as the Native American Housing Assistance and Self Determination Act (NAHASDA)).

(4) 25 U.S.C. 5324(k), which provides for the use by Tribal organizations, as defined in 25 U.S.C 5304, for the purposes of carrying out a contract, grant, or cooperative agreement pursuant to 25 U.S.C. chapter 46 (known as the Indian Self-Determination and Education Assistance Act (ISDEAA)).

(5) 25 U.S.C. 5370 and 25 U.S.C. 5396, which provides for the use by Indian Tribes, as defined in 25 U.S.C. 5304, for the purpose of carrying out a compact or funding agreement pursuant to 25 U.S.C. chapter 46 (known as ISDEAA).

(6) 40 U.S.C. 113(d), which provides for the use by the Senate, the House of Representatives, and the Architect of the Capitol (including any building, activity, or function under the direction of the Architect of the Capitol).

(7) 40 U.S.C. 501, which provides for the use by executive agencies as defined in 5 U.S.C. 105.

(8) 40 U.S.C. 502(a), which provides for the use by Federal agencies as defined in 40 U.S.C. 102, the District of Columbia, and mixed-ownership Government corporations as defined in 31 U.S.C. 9101.

(9) 40 U.S.C. 502(b), which provides for the use by qualified nonprofit agencies for other severely disabled, as defined in 41 U.S.C. 8501(6), and qualified nonprofit agencies for the blind, as defined in 41 U.S.C. 8501(7), for the purposes of making or providing to the Government a commodity or service that has been determined by the Committee for Purchase From People Who Are Blind or Severely Disabled under 41 U.S.C. 8503 to be suitable for procurement by the Government.

(10) 40 U.S.C. 502(c), which provides for the use by State or local governments, as defined in 40 U.S.C. 502(c)(3)(A), for the purpose of purchasing the types of supplies and services described in 40 U.S.C. 502(c). The types of supplies and services described in 40 U.S.C. 502(c) are limited to those available in the Information Technology Category and the Security and Protection Category (or any successor categories). The GSA program implementing this authority is the Cooperative

Purchasing program.

(11) 40 U.S.C. 502(d), which provides for the use by State or local governments, as defined in 40 U.S.C. 502(c)(3)(A), for the purposes of facilitating disaster preparedness or response, facilitating recovery from a major disaster declared by the President under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.), or facilitating recovery from terrorism, nuclear, biological, chemical, or radiological attack. The GSA program implementing this authority is the Disaster Purchasing program.

(12) 40 U.S.C. 502(e), which provides for the use by the American National Red Cross and other qualified organizations, as defined in 40 U.S.C. 502(e)(3). Purchases under this authority by the American National Red Cross shall be used in furtherance of the purposes of the American National Red Cross set forth in 36 U.S.C. 300102. Purchases under this authority by other qualified organizations shall be used in furtherance of purposes determined to be appropriate to facilitate emergency preparedness and disaster relief and set forth in guidance by the Administrator of General Services, in consultation with the Administrator of the Federal Emergency Management Agency.

(13) 42 U.S.C. 247d, which provides for the use by State or local governments, as defined in 40 U.S.C.502(c)(3)(A), when a public health emergency has been declared by the Secretary of Health and Human Services under section 319 of the Public Health Services Act. The GSA program implementing this authority is the Public Health Emergencies program.

(14) FAR subpart 51.1, which provides for the use by contractors, including subcontractors, when such use is authorized pursuant to FAR subpart 51.1.

(End of clause)

552.238-114 USE OF FEDERAL SUPPLY SCHEDULE CONTRACTS BY NON-FEDERAL ENTITIES (MAR 2024)

(a) Definition — Non-Federal entity, as used in this clause, means any State, local, territorial, or Tribal government, or any instrumentality thereof (including any local educational agency or institution of higher education); and any other non-Federal organization (e.g., a qualified nonprofit agency as defined in 40 U.S.C. 502(b)

(b) Responsibilities. Eligible non-Federal entities are responsible for complying with—

(1) FSS ordering guidance. Information about GSA's FSS contracts, including ordering guidance is available at https://www.gsa.gov/schedules

(2) Any conditions of the underlying authority(ies) supporting the use of FSS contracts (e.g., 40 U.S.C. 502(c) limits purchases to specific supplies and services available under FSS contracts).

(c) Acceptance. (1) The Contractor is encouraged, but not obligated, to accept orders from eligible non-Federal entities under this contract. The Contractor may, within 5 business days of receipt of an order, reject an order from an eligible non-Federal entity for any reason. However, purchase card orders must be rejected within 24 hours of receipt of the order. Failure to reject an order within these timeframes shall constitute acceptance.

(2) The Contractor is encouraged, but not obligated, to enter into blanket purchase agreements (BPAs) with eligible non-Federal entities under the terms of this contract. The Contractor should respond to any requests to enter into a BPA within 5 business days of receipt of the request.

(d) Conditions of acceptance. If the Contractor accepts an order from or enters into a BPA with an eligible non-Federal entity under this contract, the following conditions apply:

(1) For orders, a separate contract is formed between the Contractor and the eligible non-Federal entity (herein “the parties”). For BPAs, a separate agreement is formed between the parties.

(2) The resultant order or BPA shall incorporate by reference all the terms and conditions of this contract except for:

(i)FAR clause 52.233-1, Disputes, and

(ii)Paragraphs (d) Disputes, (h) Patent indemnity, and (r) Compliance with laws unique to Government contracts, of GSAR clause 552.212-4, Contract Terms and Conditions—Commercial Products and Commercial Services.

(3) The U.S. Government is not liable for the performance or nonperformance of any order or BPA entered into under this contract by the parties. Disputes which cannot be resolved by the parties may be litigated in any State or Federal court with jurisdiction over the parties, applying Federal procurement law, including statutes, regulations, and case law, and, if pertinent, the Uniform Commercial Code. To the extent authorized by law, the parties are encouraged to resolve disputes through alternative dispute resolution.

(4) Neither party will look to, primarily or in any secondary capacity, or file any claim against the U.S. Government or any of its agencies with respect to any failure of performance by the other party.

(e) Additional terms and conditions. Terms and conditions required by statute, ordinance, regulation, or as otherwise required by an eligible non-Federal entity may be made a part of an order or a BPA to the extent that these terms and conditions do not conflict with the terms and conditions of this contract. The Contractor should review any such additional terms and conditions prior to accepting an order or entering into a BPA with an eligible non-Federal entity.

(f) Payment. (1) The Contractor is responsible for obtaining all payments due to the Contractor from the eligible non-Federal entity under the terms and conditions of the order or the BPA entered into under this contract, without recourse to the U.S. Government or any of its agencies that awarded this contract or administer this contract.

(2) If an eligible non-Federal entity is subject to a State prompt payment law, the terms and conditions of the applicable State law apply to the orders placed under this contract by such entities. If an eligible non-Federal entity is not subject to a State prompt payment law, the terms and conditions of paragraph (i) of the GSAR clause at 552.212-4, apply to such entities in the same manner as to Federal entities.

(g) Fee and sales reporting. The requirements of the GSAR clause at 552.238-80, Industrial Funding Fee and Sales Reporting, apply to any sales to eligible non-Federal entities under this contract.

(End of clause)

52.219-27 NOTICE OF SET-ASIDE FOR, OR SOLE-SOURCE AWARD TO, SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB) CONCERNS ELIGIBLE UNDER THE SDVOSB PROGRAM (FEB 2024)

(a) *Definition.*

Service-disabled veteran-owned small business (SDVOSB) concern means a small business concern—

(1) (i) Not less than 51 percent of which is owned and controlled by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of

which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran; or

(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart 19.14).

(3) Service-disabled veteran, as used in this definition, means a veteran as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16) and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that—

(1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or

(2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

Service-disabled veteran-owned small business (SDVOSB)-Program means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.

(b) *Applicability*. This clause applies only to—

(1) Contracts that have been set aside for, or awarded on a sole-source basis to, SDVOSB concerns eligible under the SDVOSB Program;

(2) Part or parts of a multiple-award contract that have been set aside for SDVOSB concerns eligible under the SDVOSB Program;

(3) Orders set aside for SDVOSB concerns eligible under the SDVOSB Program, under multiple-award contracts as described in 8.405–5 and 16.505(b)(2)(i)(F); and

(4) Orders issued directly to SDVOSB concerns eligible under the SDVOSB Program, under multiple-award contracts as described in 19.504(c)(1)(ii).

(c) General.

(1) Effective January 1, 2024, for SDVOSB set-aside or sole-source procurements, offers are solicited only from, and awards resulting from this solicitation will be made only to, concerns—

(i) Designated in SAM as an SDVOSB concern certified by SBA; or

(ii) That have represented their status as an SDVOSB in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

(2) Offers received from concerns that do not meet the criteria of paragraph (c)(1)(i) or (ii) of this clause, shall not be considered.

(d) A joint venture may be considered an SDVOSB concern if the managing partner of the joint venture complies with the criteria defined in paragraph (a) of this clause and 13 CFR 128.402.

(e) In a joint venture that complies with paragraph (d) of this clause, the SDVOSB party or parties to the joint venture shall perform at least 40 percent of the work performed by the joint venture. Work performed by the SDVOSB party or parties to the joint venture must be more than administrative functions.

(End of clause)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2024)

(a) *Definitions*. As used in this clause—

Toxic chemical means a chemical or chemical category listed in 40 CFR 372.65.

(b) Federal facilities are required to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050), and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

(1) The emergency planning reporting requirements of Section 302 of EPCRA.

(2) The emergency notice requirements of Section 304 of EPCRA.

(3) The list of Material Safety Data Sheets, required by Section 311 of EPCRA.

(4) The emergency and hazardous chemical inventory forms of Section 312 of EPCRA.

(5) The toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA.

52.223-11 OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (MAY 2024)

(a) *Definition*. As used in this clause —

"*Global warming potential*" means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide's global warming potential is defined as 1.0.

"*High global warming potential hydrofluorocarbons*" means any hydrofluorocarbons in a particular end use for which EPA's Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR Part 82 subpart G with supplemental tables of alternatives available at (https://www.epa.gov/snap/).

"*Hydrofluorocarbons*" means compounds that only contain hydrogen, fluorine, and carbon.

"*Ozone-depleting substance*," means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as —

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products that contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), (d), and (e) and 40 CFR part 82, subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) *_____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(c) The Contractor shall refer to EPA's SNAP program to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables available at https://www.epa.gov/snap/.

52.226-8 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024)

(a) *Definitions*. As used in this clause –

"*Driving*" –

(1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

"*Text messaging*" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving, dated October 1, 2009.

(c) The Contractor should –

(1) Adopt and enforce policies that ban text messaging while driving –

(i) Company-owned or -rented vehicles or Government-owned vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct initiatives in a manner commensurate with the size of the business, such as –

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(d) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold.

52.204-27 PROHIBTION ON A BYTEDANCE COVERED APPLICATION (JUN 2023)

(a) Definitions. As used in this clause -

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited. Information technology, as defined in 40 U.S.C. 11101(6) –

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use -

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

(b) Prohibition. Section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328), the No TikTok on Government Devices Act, and its implementing guidance under Office of Management and Budget (OMB) Memorandum M-23-13, dated February 27, 2023, “No TikTok on Government Devices” Implementation Guidance, collectively prohibit the presence or use of a covered application on executive agency information technology, including certain equipment used by Federal contractors. The Contractor is prohibited from having or using a covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor’s employees; however, this prohibition does not apply if the Contracting Officer provides written notification to the Contractor that an exception has been granted in accordance with OMB Memorandum M-23-13.

(c) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph

(d), in all subcontracts, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

552.238-80 INDUSTRIAL FUNDING FEE AND SALES REPORTING (JUL 2020) ALTERNATE I (MAY 2024) (DEVIATION)

(a) *Definition*. Transactional data, as used in this clause, encompasses the historical details of the products or services delivered by the Contractor during the performance of task or delivery orders issued against this contract.

(b) *Reporting of transactional data*. The Contractor must report all transactional data under this contract as follows:

(1) The Contractor must electronically report transactional data by utilizing the reporting system at an internet website designated by the General Services Administration (GSA) or by uploading the data according to GSA instructions. GSA will post registration instructions and reporting procedures on the Vendor Support Center website at https://vsc.gsa.gov. The reporting system website address, as well as registration instructions and reporting procedures, will be provided at the time of award or inclusion of this clause in the contract.

(2) The Contractor must provide, at no additional cost to the Government, the following transactional data elements, as applicable:

(i) Contract or Blanket Purchase Agreement (BPA) Number.

(ii) Delivery/Task Order Number/Procurement Instrument Identifier (PIID).

(iii) Non Federal Entity.

(iv) Description of Deliverable.

(v) Manufacturer Name.

(vi) Manufacturer Part Number.

(vii) Unit Measure.

(viii) Quantity of Item Sold.

(ix) Universal Product Code.

(x) Price Paid per Unit.

(xi) Total Price.

(xii) Special Item Number (SIN).

(xiii) Agency Name (for OS4 SINs only).

(xiv) Tier 3 Agency Name (for OS4 SINs only).

(3) The Contractor may provide, at no additional cost to the Government, the following transactional data elements, as applicable:

(i) Order Date.

(ii) Ship Date.

(iii) Zip Code Shipped To.

(iv) Federal Customer - Treasury Agency Code.

(4) Based on the reporting points listed in paragraph (b)(8) of this clause, the Contractor must report transactional data within 30 calendar days from the last calendar day of the month. If there was no contract activity during the month, the Contractor must submit a confirmation of no reportable transactional data within 30 calendar days of the last calendar day of the month.

(5) The Contractor must report transactional data elements with an associated monetary value (e.g., price paid per unit and total price)] in U.S. dollars.

(6) The reported price paid per unit and total price must include the Industrial Funding Fee (IFF).

(7) The Contractor must maintain a consistent accounting method of transactional data reporting, based on the Contractor's established commercial accounting practice.

(8) Reporting Points. (i) The acceptable points at which transactional data may be reported include—

(A) Issuance of an invoice; or

(B) Receipt of payment.

(ii) The Contractor must determine whether to report transactional data on the basis of invoices issued or payments received.

(9) The Contractor must furnish transactional data reports, including confirmation of no transactional data, through physical completion of the last outstanding task or delivery order of the contract.

(10) Unless otherwise expressly stated by the ordering activity, orders that contain classified information or other information that would compromise national security are exempt from this reporting requirement.

(11) This clause does not exempt the Contractor from fulfilling reporting requirements contained elsewhere in the contract.

(12) GSA reserves the unilateral right to change reporting instructions and reporting procedures following 60 calendar days advance notification to the Contractor.

(c) *Industrial Funding Fee*.

(1) This contract includes an IFF charged on orders placed against this contract. The IFF is paid by the authorized ordering activity but remitted to GSA by the Contractor. The IFF reimburses GSA for the costs of operating the Federal Supply Schedule program, as set forth in 40 U.S.C. 321. Net operating revenues generated by the IFF are also applied to fund initiatives benefiting other authorized GSA programs, in accordance with 40 U.S.C. 321.

(2) GSA has the unilateral right to change the IFF amount at any time, but not more than once per year; GSA will provide reasonable notice prior to the effective date of any change. GSA will post notice of the current IFF on the Vendor Support Center website at https://vsc.gsa.gov.

(3) Offerors must include the IFF in their prices. The IFF is included in the awarded price(s) and reflected in the total amount charged to ordering activities. The IFF will not be included in the price of non-contract items purchased pursuant to a separate contracting authority, such as a Governmentwide Acquisition Contract (GWAC); a separately awarded Federal Acquisition Regulation (FAR) part 12, 13, 14, or 15 procurement; or a non-FAR contract.

(4) The Contractor must remit the IFF to GSA in U.S. dollars within 30 calendar days after the last calendar day of the reporting quarter; final payment must be remitted within 30 calendar days

after physical completion of the last outstanding task order or delivery order issued against the contract.

(5) GSA reserves the unilateral right to change remittance instructions following 60 calendar days advance notification to the Contractor.

(d) *Non-compliance*. The Contractor's failure to remit the full amount of the IFF within 30 calendar days after the end of the
applicable reporting period constitutes a contract debt to the United States Government under the terms of FAR subpart
32.6. The Government may exercise all rights under the Debt Collection Improvement Act of 1996, including withholding
or offsetting payments and interest on the debt (see FAR clause 52.232-17, Interest). If the Contractor fails to submit the
required transactional data reports, falsifies them, or fails to timely pay the IFF, these reasons constitute sufficient cause for
the Government to terminate the contract for cause.

Note: Regulation 552.238-80

Subpart - paragraph (b)(3) TDR data elements -

Order date - this field is optional for products only
Ship date - this field is optional for products only
Zip Code shipped to - this field is optional for products only
Federal Customer -Treasury Agency Code - optional for both products and services

FSS contractors are required to report sales and remit IFF for Schedule items sold via FedMall, just as they would for any other Schedule sale. FedMall sales of Schedule items are treated no differently than sales earned via GSA Advantage! or from orders directly placed by an ordering activity.

This clause applies to contracts participating in the Transactional Data Reporting (TDR) Pilot.

(Note: This is an FSS reproduction using word processing software) **STANDARD FORM 1449** (10-95) **(BACK)**

52.204-7 SYSTEM FOR AWARD MANAGEMENT (NOV 2024)

(a) Definitions. As used in this provision —

"Electronic Funds Transfer (EFT) indicator" means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

"*Registered in the System for Award Management (SAM)*" means that —

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into SAM;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record "Active".

"Unique entity identifier" means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b) (1) An Offeror is required to be registered in SAM when submitting an offer or quotation and at time of award (see FAR clause 52.204-13, System for Award Management Maintenance, for the requirement to maintain SAM registration during performance and through final payment).

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in SAM.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

(1) Company legal business name.

(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(3) Company Physical Street Address, City, State, and Zip Code.

(4) Company Mailing Address, City, State and Zip Code (if separate from physical).

(5) Company telephone number.

(6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

(10) Company Headquarters name and address (reporting relationship within your entity).

(d) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See https://www.sam.gov for information on registration.

552.238-88 GSA ADVANTAGE!®. (JULY 2024)

(a) The Contractor shall participate in the GSA Advantage!® online shopping service. Information and instructions regarding Contractor participation are contained in clause 552.238-103, Electronic

Commerce.

(b) The Contractor shall refer to contract clauses 552.238-77, Submission and Distribution of Authorized FSS Price Lists (which provides for submission of price lists on a common-use electronic medium), and 552.238-82, Modifications (which addresses electronic file updates).

(c) Single-use plastic (SUP) free packaging icon. Contractors are encouraged to utilize the GSA Advantage!® single-use plastic (SUP) free packaging icon when applicable (see 552.238-118). The offeror may include in their price list if the contractor is providing SUP free packaging (either for shipping or as part of the product packaging) at either a price premium or discount (see 552.238-119).

(End of clause)

552.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) PARTICIPANTS (MAY 2024) (DEVIATION FAR 52.219-18)

(a) Offers are solicited only from:

(1) Small business concerns expressly certified by the Small Business Administration (SBA) for participation in SBA's 8(a) Program and which meet the following criteria at the time of submission of offer—

(i) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(ii) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.;

(2) A joint venture, in which at least one of the 8(a) program participants that is a party to the joint venture complies with the criteria set forth in paragraph (a)(1) of this clause, that complies with 13 CFR 124.513(c); or

(3) A joint venture—

(i) That is comprised of a mentor and an 8(a) protégé with an approved mentor-protégé agreement under the 8(a) program;

(ii) In which at least one of the 8(a) program participants that is a party to the joint venture complies with the criteria set forth in paragraph (a)(1) of this clause; and

(iii) That complies with 13 CFR 124.513(c).

(b) By submission of its offer, the Offeror represents that it meets the applicable criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation. A Contracting Officer may consider a joint venture for contract award. SBA does not approve joint ventures for competitive awards, but see 13 CFR 124.501(g) for SBA's determination of participant eligibility.

(d) The Contractor will notify the Contracting Officer in writing immediately upon entering any agreement (either oral or written) to transfer all or part of its stock.

(End of clause)

552.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (ALTERNATE I NOV 2021) (DEVIATION FAR 52.212-4) (JAN 2023)

(a) Inspection/Acceptance.

(1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. [*Insert portion of labor rate attributable to profit.*]

(5) (i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may-

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to-

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor’s employees selected or retained by the Contractor after any of the Contractor’s managerial

personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (FAR) 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions.

(1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause-

(i) "Direct materials" means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) "Hourly rate" means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are-

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) "Materials" means-

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from

the hourly rate: [Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.]; and

(E) Indirect costs specifically provided for in this clause.

(iv) "Subcontract" means any contract, as defined in FAR subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) The due date for making invoice payments by the designated payment office is the later of the following two events:

(i) The 10th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

(ii) The 10th day after Government acceptance of supplies delivered or services performed by the Contractor.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.-

(1) *Work performed.* The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) *Hourly rate*.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the
Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(*1)* If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(*2*) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(*3*) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) *Materials*.

(A) If the Contractor furnishes materials that meet the definition of a commercial product at FAR 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the-(1) Quantities being acquired; and(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor-(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall-(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.(1) Other Direct Costs. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause:[Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert 'None'."](2) Indirect Costs (Material Handling, Subcontract Administration, etc.). The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price:[Insert a fixed amount for the indirect costs and payment schedule. Insert "$0" if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert 'None')."]

(2) *Total cost*. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the

total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price*. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records*. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment-

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost-

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments.* Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment

or that the Government has otherwise overpaid on an invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6)(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final Decisions*. The Contracting Officer will issue a final decision as required by 33.211 if-

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt

would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608-2 in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) *Release of claims*. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(9) *Electronic Funds Transfer (EFT)*. If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(10) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, Unauthorized Obligations, and Commercial Supplier Agreements - Unenforceable Clauses paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any commercial supplier agreements as amended by the Commercial Supplier Agreements -Unenforceable Clauses provision.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) [Reserved]

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any commercial supplier agreement (as defined in 502.101) that includes any language, provision, or clause requiring the Government to pay any future fees, penalties, interest, legal costs or to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such language, provision, or clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the commercial supplier agreement. If the commercial supplier agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such language, provision, or clause is deemed to be stricken from the commercial supplier agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification or any other payment by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor’s representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(w) *Commercial supplier agreements unenforceable clauses.*When any supply or service acquired under this contract is subject to a commercial supplier agreement (as defined in 502.101), the following language shall be deemed incorporated into the commercial supplier agreement. As used herein, “this agreement” means the commercial supplier agreement:

(1) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the U.S. Government, the following shall apply:

(i) *Applicability*. This agreement is a part of a contract between the commercial supplier and the U.S. Government for the acquisition of the supply or service that necessitates a license or other similar legal instrument (including all contracts, task orders, and delivery orders under FAR 12).

(ii) *End user*. This agreement shall bind the ordering activity as end user but shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.

(iii) *Law and disputes*. This agreement is governed by Federal law.

(A) Any language purporting to subject the U.S. Government to the laws of a U.S. state, U.S. territory, district, or municipality, or a foreign nation, except

where Federal law expressly provides for the application of such laws, is hereby deleted.

(B) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.

(C) Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.

(iv) *Continued performance*. The supplier or licensor shall not unilaterally revoke, terminate or suspend any rights granted to the Government except as allowed by this contract. If the supplier or licensor believes the ordering activity to be in breach of the agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in subparagraph (d) (Disputes).c

(v) *Arbitration; equitable or injunctive relief*. In the event of a claim or dispute arising under or relating to this agreement, a binding arbitration shall not be used unless specifically authorized by agency guidance, and equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the U.S. Government only when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act).

(vi) *Updating terms*.

(A) After award, the contractor may unilaterally revise commercial supplier agreement terms: if they are not material. A material change is defined as:

(1) Terms that change Government rights or obligations;

(2) Terms that increase Government prices;

(3) Terms that decrease overall level of service; or

(4) Terms that limit any other Government right addressed elsewhere in this contract.

(B) For revisions that will materially change the terms of the contract, the revised commercial supplier agreement must be incorporated into the contract using a bilateral modification.

(C) Any agreement license terms or conditions unilaterally revised subsequent to award that are inconsistent with any material term or provision of this contract shall not be enforceable against the Government, and the Government shall not be deemed to have consented to them.

(vii) *No automatic renewals*. If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express consent by an authorized Government representative.

(viii) *Indemnification*. Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.

(ix) *Audits*. Any clause of this agreement permitting the commercial supplier or licensor to audit the end user's compliance with this

agreement is hereby amended as follows:

(A) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the ordering activity. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying Government contract or order.

(B) (B) This charge, if disputed by the ordering activity, will be resolved in accordance with subparagraph (d) (Disputes) through the Disputes clause at 552.212-4(d); no payment obligation shall arise on the part of the ordering activity until the conclusion of the dispute process.

(C) (C) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the Government.

(x) *Taxes or surcharges*. Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the underlying Government contract or order and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the Government contract.

(xi) *Non-assignment*. This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted under subparagraph (b) of this clause.

(xii) *Confidential information*. If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the contract price list, as applicable, shall be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the Government may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.

(2) If any language, provision, or clause of this agreement conflicts or is inconsistent with the preceding paragraph (w)(1), the language, provisions, or clause of paragraph (w)(1) shall prevail to the extent of such inconsistency.

(End of clause)

Note: Regulation 552.212-4
This clause applies to Time-and-Materials or Labor Hour orders.

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552.238-119 SINGLE-USE PLASTIC (SUP) FREE PACKAGING AVAILABILITY (JUL 2024)

(a) Definitions. As used in this clause—

Single-use plastic (SUP) packaging means any plastic used for the containment, protection, handling, delivery, or presentation of goods by a producer for a consumer with the intent of being used once and then discarded, recycled or disposed of immediately after its contents have been used or unpackaged, and typically not refilled or otherwise reused by the producer. Packaging

includes, but is not limited to brand packaging, grouped packaging, shipping packaging, ancillary packaging, and redundant packaging.

Single-use plastic (SUP) free packaging means product or shipping containment materials free of single-use plastic. Other attributes of single-use plastic free packaging may include the following: use of minimal materials, will be reused multiple times, or produces less emissions compared to traditional manufacturing or distribution. These additional attributes alone do not qualify as SUP free. Examples may include, but are not limited, to corrugated cardboard, paper products, and paper backed tape.

(b) General. The Contractor, in connection with this contract, is encouraged to—

(1) Evaluate their products for redundant or unnecessary packaging that can be eliminated without affecting quality.

(2) Package all products for shipment according to the Government's instructions or, if there are no instructions, in a manner sufficient to ensure that the products are delivered in undamaged condition with as little plastic waste material as possible.

(3) Limit the use of plastic packaging materials that have a high likelihood of not being reused or recycled, as appropriate (e.g., plastic casing or wrapping).

(4) Adopt SUP free packaging to the maximum extent practicable, as appropriate.

(c) Procedures.

(1) Price premiums and discounts. For any single-use plastic (SUP) free packaging identified per 552.238-118, Single-use Plastic (SUP) Free Packaging Identification, the Contractor may include in the submitted price list (see the Schedule, also referred to as MAS, solicitation instructions for submitting price list SUP free packaging). The submitted FSS contract price list may include a separate means of displaying information regarding product packaging. If the Contractor is providing SUP free packaging at either a price premium or discount, this should be clearly identified in the submitted price list.

(2) Submission requirements. As additional SUP free packaging becomes available, the Contractor is encouraged to notify GSA of these changes, and is responsible for keeping all electronic catalog data current

(3) Identification of SUP free packaging. For easy identification of SUP free packaging, once available, GSA will use a SUP free packaging icon in GSA Advantage!®.

(i) Offerors who provide SUP free packaging and want to benefit from the GSA Advantage!® SUP free packaging icon must provide the information required in 552.238-118, Single-use Plastic (SUP) Free Packaging Identification.

(ii) The Contractor is encouraged to place the GSA logo and GSA Advantage!® SUP free packaging icon on their website and FSS price list for applicable supplies, see https://www.gsa.gov/logos. If the Contractor elects to use the GSA logo or icon, the website must clearly distinguish between those items awarded on the GSA contract and any other items offered by the Contractor on an open market basis.

(d) Reliability. Accuracy of information and computation of prices for this clause is the responsibility of the Contractor. In addition to the other remedies available in the contract, the remedies may include, but are not limited to, the following:

(1) SUP free packaging is provided at a higher rate but different packaging is received, the Government may pursue corrective action.

(2) If SUP free packaging is utilized, but the product received is damaged, the Contractor shall replace the item, refund the item, or the Government may pursue corrective action.

(3) Inclusion of incorrect information in the price list regarding SUP free packaging may cause the Contractor to correct and resubmit the price list.

(4) Failure to correct applicable information for this clause, may constitute sufficient cause for termination, pursuant to FAR 52.212-4, Contract Terms and Condition-Commercial Products and Commercial Services, or remedies as provided by law.

(End of clause)

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52.240-1 PROHIBITION ON UNMANNED AIRCRAFT SYSTEMS MANUFACTURED OR ASSEMBLED BY AMERICAN SECURITY DRONE ACT-COVERED FOREIGN ENTITIES (NOV 2024)

(a) Definitions. As used in this clause—

American Security Drone Act-covered foreign entity means an entity included on a list developed and maintained by the Federal Acquisition Security Council (FASC) and published in the System for Award Management (SAM) at https://www.sam.gov (section 1822 of the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

FASC-prohibited unmanned aircraft system means an unmanned aircraft system manufactured or assembled by an American Security Drone Act-covered foreign entity.

Unmanned aircraft means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (49 U.S.C. 44801(11)).

Unmanned aircraft system means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft) that are required for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).

(b) Prohibition. The Contractor is prohibited from—

(1) Delivering any FASC-prohibited unmanned aircraft system, which includes unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.);

(2) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.); and

(3) On or after December 22, 2025, using Federal funds for the procurement or operation of a FASC prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

(c) *Procedures*. The Contractor shall search SAM at https://www.sam.gov for the FASC-maintained list of American Security Drone Act-covered foreign entities prior to proposing, or using in performance of the contract, any unmanned aircraft system. Additionally, the Contractor shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is consistent with a corresponding exemption, exception, or waiver determination expressly stated in the contract.

(d) Exemptions, exceptions, and waivers. The prohibitions in this clause do not apply where the agency has determined an exemption, exception, or waiver applies and the contract indicates that such a determination has been made. [See sections 1823 through 1825 and 1832 of Public Law 118-31 (41 U.S.C. 3901 note prec.) for statutory requirements pertaining to exemptions, exceptions, and waivers.].

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

52.223-2 REPORTING OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (MAY 2024) (DEVIATION FEB 2025)

(a) *Definitions.* As used in this clause-

Biobased product means a product determined by the U.S. Department of Agriculture (USDA) to be a commercial product or industrial product (other than food or feed) that is composed, in whole or in significant part, of biological products, including renewable domestic agricultural materials and forestry materials, or that is an intermediate ingredient or feedstock. The term includes, with respect to forestry materials, forest products that meet biobased content requirements, notwithstanding the market share the product holds, the age of the product, or whether the market for the product is new or emerging. (7 U.S.C. 8101) (7 CFR 4270.2)

USDA-designated product category means a generic grouping of products that are or can be made with biobased materials-

(1) That are listed by USDA in a procurement guideline available at https://www.biopreferred.gov/resources/categories.html; and

(2) For which USDA has provided purchasing recommendations (available at https://www.biopreferred.gov or 7 CFR part 4270).

(b) The Contractor shall report to https://www.sam.gov, with a copy to the Contracting Officer, on the product types and dollar value of any biobased products in USDA designated product categories purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(c) Submit this report no later than-

(1) October 31 of each year during contract performance; and

(2) At the end of contract performance.

52.223-10 WASTE REDUCTION PROGRAM (MAY 2024) (DEVIATION FEB 2025)

(a) Definitions. As used in this clause-

Recycling means the series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of products other than fuel for producing heat or power by combustion. Waste prevention means any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials. Waste reduction means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing

recycled and environmentally preferable products.

(b) The Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.) and implementing regulations (40 CFR part 247).

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52.223-23 SUSTAINABLE PRODUCTS AND SERVICES (MAY 2024) (DEVIATION FEB 2025)

(a) Definitions. As used in this clause-

Biobased product means a product determined by the U.S. Department of Agriculture (USDA) to be a commercial product or industrial product (other than food or feed) that is composed, in whole or in significant part, of biological products, including renewable domestic agricultural materials and forestry materials, or that is an intermediate ingredient or feedstock. The term includes, with respect to forestry materials, forest products that meet biobased content requirements, notwithstanding the market share the product holds, the age of the product, or whether the market for the product is new or emerging. (7 U.S.C. 8101) (7 CFR part 4270.2).

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process. (42 U.S.C. 6903).

Sustainable products and services means

(1) Products containing recovered material designated by the U.S. Environmental Protection Agency (EPA) under the Comprehensive Procurement Guidelines (42 U.S.C. 6962) (40 CFR part 247) (https://www.epa.gov/smm/comprehensive-procurementguideline-cpg-program#products)

(2) Energy- and water-efficient products that are ENERGY STAR® certified or Federal Energy Management Program (FEMP)-designated products (42 U.S.C. 8259b) (10 CFR part 436, subpart C) (https://www.energy.gov/eere/femp/search-energyefficient-products and https://www.energystar.gov/products?s=mega)

(3) Biobased products meeting the content requirement of the USDA under the BioPreferred® program (7 U.S.C. 8102) (7 CFR part 4270) (https://www.biopreferred.gov)

(4) Acceptable chemicals, products, and manufacturing processes listed under EPA's Significant New Alternatives Policy (SNAP) program, which ensures a safe and smooth transition away from substances that contribute to the depletion of stratospheric ozone (42 U.S.C. 7671l) (40 CFR part 82, subpart G) (https://www.epa.gov/snap).

(b) Requirements.

(1) The sustainable products and services, including the purchasing program and type of product or service, that are applicable to this contract, and any products or services that are not subject to this clause, will be set forth in the statement of work or elsewhere in the contract

(2) The Contractor shall ensure that the sustainable products and services required by this contract are—

(i) Delivered to the Government;

(ii) Furnished for use by the Government;

(iii) Incorporated into the construction of a public building or public work; and

(iv) Furnished for use in performing services under this contract, where the cost of the products is a direct cost to this contract (versus costs which are normally applied to the Contractor's general and administrative expenses or indirect costs). This includes services performed by contractors performing management and operation of Government-owned facilities to the same extent that, at the time of award, an agency would be required to comply if an agency operated or supported the facility.

(c) *Resource. The Green Procurement Compilation (GPC) available at https://sftool.gov/greenprocurement provides a comprehensive list of sustainable products and services and sustainable acquisition guidance. The Contractor should review the GPC when determining which statutory purchasing programs apply to a specific product or service.*

End of clause

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED (JAN 2025)

(a) *Definition*. "Commercially available off-the-shelf (COTS)" *item*, as used in this clause-

(1) Means any item of supply (including construction material) that is-

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product in Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

(b) The Government suspends or debars Contractors to protect the Government's interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract, in excess of the threshold specified in FAR 9.405-2(b) on the date of subcontract award with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed the threshold specified in FAR 9.405-2(b) on the date of subcontract award, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, proposed for debarment, or voluntarily excluded, by the Federal Government.

(d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, proposed for debarment, or voluntarily excluded (see FAR 9.404 for information on the System for Award Management (SAM) Exclusions). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being listed with an exclusion in SAM.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its being

listed with an exclusion in SAM.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, proposed debarment, or voluntary exclusion.

(e) *Subcontracts.* Unless this is a contract for the acquisition of commercial products or commercial services, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that–

(1) Exceeds the threshold specified in FAR 9.405-2(b) on the date of subcontract award; and

(2) Is not a subcontract for commercially available off-the-shelf items.

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2025)

(a) Definitions. As used in this contract —

HUBZone small business concern means a small business concern that meets the requirements described in 13 CFR 126.200, certified by the Small Business Administration (SBA) and designated by SBA as a HUBZone small business concern in the Dynamic Small Business Search (DSBS) and SAM.

"Service-disabled veteran-owned small business (SDVOSB) concern" means a small business concern—

(1)(i) Not less than 51 percent of which is owned and controlled by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran; or

(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart 19.14).

(3) Service-disabled veteran, as used in this definition, means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that-

(1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or

(2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

Service-disabled veteran-owned small business (SDVOSB) Program means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.

"Veteran-owned small business concern" means a small business concern —

(1) Not less than 51 percent of which is owned and controlled by one or more veterans (as defined at 38 U.S.C.101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern —

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(c) (1) A joint venture qualifies as a small business concern if—

(i) Each party to the joint venture qualifies as small under the size standard for the solicitation; or

(ii) The protégé is small under the size standard for the solicitation in a joint venture comprised of a mentor and protégé with an approved mentor-protégé agreement under a SBA mentor-protégé program. (See 13 CFR 125.9(d).)

(2) A joint venture qualifies as a HUBZone small business concern if it complies with the requirements in 13 CFR 126.616(a) through (c).

(d) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(e) (1) Unless the Contractor has reason to question the representation, it may accept a subcontractor's written representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

(2) Unless the Contractor has reason to question the representation, it may accept a subcontractor's representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business in the System for Award Management (SAM) if—

(i) The subcontractor is registered in SAM; and

(ii) The subcontractor represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the

subcontract.
(3) The Contractor may not require the use of SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.
(4) In accordance with 13 CFR 121.411, 126.900, 127.700, and 128.600, a contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or socioeconomic status.
(5) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing SAM or by accessing DSBS at https://web.sba.gov/pro-net/search/dsp_dsbs.cfm. If the subcontractor is a joint venture, the Contractor shall confirm that at least one party to the joint venture is certified by SBA as a HUBZone small business concern. The Contractor may confirm the representation by accessing SAM.

(End of clause)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2025) (ALT II NOV 2016)

(a) This clause does not apply to small business concerns.

(b) *Definitions*. As used in this clause—

Alaska Native Corporation (ANC) means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601*, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at* 43 U.S.C. 1626(e)(1)*. This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of* 43 U.S.C. 1626(e)(2)*.*

Commercial plan means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial products and commercial services sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

Commercial product means a product that satisfies the definition of "commercial product" in Federal Acquisition Regulation (FAR) 2.101*.*

Commercial service means a service that satisfies the definition of "commercial service" in FAR 2.101*.*

Electronic Subcontracting Reporting System (eSRS) means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at http://www.esrs.gov

Indian tribe means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601 *et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with* 25 U.S.C. 1452(c)*. This definition also includes Indian-owned economic enterprises that meet the requirements of* 25 U.S.C. 1452(e)

Individual subcontracting plan means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

Master subcontracting plan means a subcontracting plan that contains all the required elements of an individual subcontracting plan, except goals, and may be incorporated into individual subcontracting plans, provided the master subcontracting plan has been approved.

Reduced payment means a payment that is for less than the amount agreed upon in a subcontract in accordance with its terms and conditions, for supplies and services for which the Government has paid the prime contractor.

Subcontract means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

Total contract dollars means the final anticipated dollar value, including the dollar value of all options.

Untimely payment means a payment to a subcontractor that is more than 90 days past due under the terms and conditions of a subcontract for supplies and services for which the Government has paid the prime contractor.

(c)

(1) Proposals submitted in response to this solicitation shall include a subcontracting plan that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the Offeror is submitting an individual subcontracting plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the Offeror ineligible for award of a contract.

(2)

(i) Unless the Contractor has reason to question the representations, it may accept a subcontractor's written representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

(ii) Unless the Contractor has reason to question the representations, it may accept a subcontractor's representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business in the System for Award Management (SAM) if—

(A) The subcontractor is registered in SAM; and

(B) The subcontractor represents that the size and

socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(iii) The Contractor may not require the use of SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.

(iv) In accordance with 13 CFR 121.411, 126.900, 127.700, and 128.600, a contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or socioeconomic status.

(d) The Offeror’s subcontracting plan shall include the following:

(1) Separate goals, expressed in terms of total dollars subcontracted, and as a percentage of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. For individual subcontracting plans, and if required by the Contracting Officer, goals shall also be expressed in terms of percentage of total contract dollars, in addition to the goals expressed as a percentage of total subcontract dollars. The Offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 15 U.S.C. 657r(a), an Offeror that is a mentor with an SBA-approved mentor-protégé agreement (see 13 CFR 125.9) that provides a subcontract to its protégé may apply the costs incurred for training it provides to its protégé toward its subcontracting plan goals, provided that protégé is a covered territory business or that protégé has its principal office located in the Commonwealth of Puerto Rico. In accordance with 43 U.S.C. 1626—

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe; and

(ii) Where one or more subcontractors are in the subcontract tier between the prime Contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate Contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC’s or the Indian tribe’s written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to

the ANC or Indian tribe will be considered the designated Contractor

(2) A statement of–

(i) Total dollars planned to be subcontracted for an individual subcontracting plan; or the Offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts, including all indirect costs except as described in paragraph (g) of this clause, to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to-

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (*e.g.*, existing company source lists, SAM, veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (*e.g.*, outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the Offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with–

(i) Small business concerns (including ANC and Indian tribes);

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns (including ANC and Indian tribes); and

(vi) Women-owned small business concerns.

(7) The name of the individual employed by the Offeror who will administer the Offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the Offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the Offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the Offeror will require all subcontractors (except small business concerns, including entities that are treated as small business concerns by statute for certain purposes (*e.g.*, ANCs, see 13 CFR 125.3(b)(2)) that receive subcontracts in excess of the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the Offeror will–

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the Contractor with the subcontracting plan;

(iii) After November 30, 2017, include subcontracting data for each order when reporting subcontracting achievements for indefinite-delivery, indefinite-quantity contracts with individual subcontracting plans where the contract is intended for use by multiple agencies;

(iv) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at http://www.esrs.gov. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and for NASA only, Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency

regulations;

(v) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(vi) Provide its prime contract number, its unique entity identifier, and the e-mail address of the Offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

(vii) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own unique entity identifier, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (*e.g.*, SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, indicating-

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact-

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, service-disabled veteran-owned, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through-

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(12) Assurances that the Offeror will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal. Responding to a request for a quote does not constitute use in preparing a bid or proposal. The Offeror used a small business concern in preparing the bid or proposal if–

(i) The Offeror identifies the small business concern as a subcontractor in the bid or proposal or associated small business subcontracting plan, to furnish certain supplies or perform a portion of the subcontract; or

(ii) The Offeror used the small business concern's pricing or cost information or technical expertise in preparing the bid or proposal, where there is written evidence of an intent or understanding that the small business concern will be awarded a subcontract for the related work if the Offeror is awarded the contract.

(13) Assurances that the Contractor will provide the Contracting Officer with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work as described in (d)(12) of this clause. This written explanation must be submitted to the Contracting Officer within 30 days of contract completion.

(14) Assurances that the Contractor will not prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to payment to or utilization of a subcontractor.

(15) Assurances that the Contractor will pay its small business subcontractors on time and in accordance with the terms and conditions of the underlying subcontract, and notify the contracting officer when the prime contractor makes either a reduced or an untimely payment to a small business subcontractor (see 52.242-5).

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled

veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing SAM or by accessing the Dynamic Small Business Search (DSBS) at https://web.sba.gov/pro-net/search/dsp_dsbs.cfm

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, prior to award of the subcontract the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror and if the successful subcontract offeror is a small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concern.

(7) Assign each subcontract the NAICS code and corresponding size standard that best describes the principal purpose of the subcontract.

(f) A master subcontracting plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the Offeror by this clause; provided-

(1) The master subcontracting plan has been approved;

(2) The Offeror ensures that the master subcontracting plan is updated as necessary and provides copies of the approved master subcontracting plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master subcontracting plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial products and commercial services. The commercial plan shall relate

to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial product or commercial service. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. A Contractor authorized to use a commercial subcontracting plan shall include in its subcontracting goals and in its SSR all indirect costs, with the exception of those such as the following: Employee salaries and benefits; payments for petty cash; depreciation; interest; income taxes; property taxes; lease payments; bank fees; fines, claims, and dues; original equipment manufacturer relationships during warranty periods (negotiated up front with the product); utilities and other services purchased from a municipality or an entity solely authorized by the municipality to provide those services in a particular geographical region; and philanthropic contributions. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one subcontracting plan. When a contract modification exceeds the subcontracting plan threshold in FAR 19.702(a), or an option is exercised, the goals of the existing subcontracting plan shall be amended to reflect any new subcontracting opportunities. When the goals in a subcontracting plan are amended, these goal changes do not apply retroactively.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at FAR 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Products and Commercial Services, or when the subcontractor provides a commercial product or commercial service subject to the clause at FAR 52.244-6, Subcontracts for Commercial Products and Commercial Services, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization Of Small Business Concerns;" or (2) an approved plan required by this clause, shall be a material breach of the contract and may be considered in any past performance evaluation of the Contractor.

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at http://www.esrs.gov. Purchases from a corporation, company, or subdivision that is an affiliate of the Contractor or subcontractor are not included in these reports. Subcontract awards by affiliates shall be treated as subcontract awards by the Contractor. Subcontract award data reported by the Contractor and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) *ISR. This report is not required for commercial plans. The report is required for each contract containing an individual subcontracting plan.*

(i) The report shall be submitted semi-annually during contract

performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period. When the Contracting Officer rejects an ISR, the Contractor shall submit a corrected report within 30 days of receiving the notice of ISR rejection.

(ii)

(A) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(B If a subcontracting plan has been added to the contract pursuant to 19.702 a)(1)(iii) or 19.301-2(e), the Contractor's achievements must be reported in the ISR on a cumulative basis from the date of incorporation of the subcontracting plan into the contract.

(iii) When a subcontracting plan includes indirect costs in the goals, these costs must be included in this report.

(iv) The authority to acknowledge receipt or reject the ISR resides–

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) *SSR.*

(i) Reports submitted under individual contract plans–

(A) This report encompasses all subcontracting under prime contracts and subcontracts with an executive agency, regardless of the dollar value of the subcontracts. This report also includes indirect costs on a prorated basis when the indirect costs are excluded from the subcontracting goals.

(B) The report may be submitted on a corporate, company or subdivision (*e.g.* plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If the Contractor or a subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over the applicable threshold specified in FAR 19.702(a), and the contractand contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all

contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime contractors.

(D) The report shall be submitted annually by October 30 for the twelve month period ending September 30. When a Contracting Officer rejects an SSR, the Contractor shall submit a revised report within 30 days of receiving the notice of SSR rejection.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) *Reports submitted under a commercial plan*-

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year and all indirect costs.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(End of clause)

52.219-28 POSTAWARD SMALL BUSINESS PROGRAM REPRESENTATION (JAN 2025)

(a) *Definitions*. As used in this clause-

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern-

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) If the Contractor represented its status as any of the small business concerns identified at 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, for the NAICS code assigned to an order (except that paragraphs (c)(1) through (3) of this clause do not apply to an order issued under a Federal Supply Schedule contract at subpart 8.4)

(1) Set aside exclusively for a small business concern identified at 19.000(a)(3) that is issued under an unrestricted multiple-award contract, unless the order is issued under the reserved portion of an unrestricted multiple-award contract (*e.g.*, an order set aside for a woman-owned small business under a multiple-award contract that is not set-aside, unless the order is issued under the reserved portion of the multiple-award contract);

(2) Issued under a multiple-award contract set aside for small businesses that is further set aside for a specific socioeconomic category that differs from the underlying multiple-award contract (*e.g.*, an order set aside for a HUBZone small business concern under a multiple-award contract that is set aside for small businesses);

(3) Issued under the part of the multiple-award contract that is set aside for small businesses that is further set aside for a specific socioeconomic category that differs from the underlying set-aside part of the multiple-award contract (*e.g.*, an order set aside for a WOSB concern under the part of the multiple-award contract that is partially set aside for small businesses); and

(4) When the Contracting Officer explicitly requires it for an order issued under a multiple-award contract, including for an order issued under a Federal Supply Schedule contract (see 8.405-5(b) and 19.301-2(b)(2)).

(d) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at https://www.sba.gov/document/support--table-size-standards.

(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

(1) Was set aside for small business and has a value above the simplified acquisition threshold;

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraphs (b) and (c) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

(g) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (f) or (h) of this clause

(h) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it # is, # is not a small business concern under NAICS Code _____ assigned to contract number _____.

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it # is, # is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.

(3) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it # is, # is not a women-owned small business concern.

(4) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The Contractor represents that it # is, # is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture:* __ .]

(5) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The Contractor represents that it # is, # is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture:* __ .]

(6) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it # is, # is not a veteran-owned small business concern.

(7) [Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.] The Contractor represents that it # is, # is not a service-disabled veteran-owned small business concern.

(8) Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program. The Contractor represents that it # is, # is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [The Contractor shall enter the name and unique entity identifier of each party to the joint venture:__.]

(9) [*Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.*] The Contractor represents that—

(i) It # is, # is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It # is, # is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

[Contractor to sign and date and insert authorized signer's name and title.]

End of clause

52.222-19 CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2025)

(a) *Applicability*. This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in-

(1) Israel, and the anticipated value of the acquisition is $50,000 or more;

(2) Mexico, and the anticipated value of the acquisition is $102,280 or more; or

(3) Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, North Macedonia, Norway,, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or the United Kingdom and the anticipated value of the acquisition is $174,000 or more.

(b) *Cooperation with Authorities*. To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products, or the equivalent at 52.212-3(i), the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.

(c) *Violations*. The Government may impose remedies set forth in paragraph (d) for the following violations:

(1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.

(2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.

(3) The Contractor uses forced or indentured child labor in its mining, production, or

manufacturing processes.

(4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)

(d) *Remedies*.

(1) The Contracting Officer may terminate the contract.

(2) The suspending and debarring official may suspend the Contractor in accordance with procedures in FAR subpart 9.4.

(3) The suspending and debarring may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR subpart 9.4.

End of clause

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2025)

(a) *Definitions.* As used in this clause –

Commercially available off-the-shelf (COTS) item –

(1) Means any item of supply that is –

(i) A commercial product (as defined in paragraph (1) of the definition of “commercial product” at Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), “bulk cargo” means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee –

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or

for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.

(b) *Enrollment and verification requirements.*

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall –

(i) *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of –

(i) *All new employees*.

(A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) *Employees assigned to the contract*. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) *Option to verify employment eligibility of all employees*. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the

Commonwealth of the Northern Mariana Islands), within 180 calendar days of –

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspending and debarring official.

(ii) During the period between termination of the MOU and a decision by the suspending and debarring official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the Contractor is not suspended, debarred, or subject to a voluntary exclusion, then the Contractor must reenroll in E-Verify.

(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: https://www.e-verify.gov.

(d) *Individuals previously verified*. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee –

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) *Subcontracts*. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that –

(1) Is for –

(i) Services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than $3,500; and

(3) Includes work performed in the United States.

End of clause

52.212-5 **Contract Terms and Conditions Required To Implement Statutes or Executive Orders -Commercial Products and Commercial Services (JAN 2025) (DEVIATION FEB 2025)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31

U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I

(Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)).

N/A (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR 3.900(a).

X (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(6) Reserved

N/A (7) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (9) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

N/A (10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (Dec 2023) (Pub. L. 115–390, title II).

(11)

N/A (i) 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) (Pub. L. 115–390, title II).

X (ii) Alternate I (Dec 2023) of 52.204-30.

X (12) 52.209-6, Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Jan 2025)

(31 U.S.C. 6101 note).

X (13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

(14) [Reserved].

X (15) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) (15 U.S.C. 657a).

N/A (16) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(17) Reserved

(18)

X (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

N/A (ii) Alternate I (Mar 2020) of 52.219-6.

(19)

N/A (i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

N/A (ii) Alternate I (Mar 2020) of 52.219-7.

X (20) 52.219-8, Utilization of Small Business Concerns (Jan 2025)(15 U.S.C. 637(d)(2) and (3)).

(21)

N/A (i) 52.219-9, Small Business Subcontracting Plan (Jan 2025) (15 U.S.C. 637(d)(4)).

N/A (ii) Alternate I (Nov 2016) of 52.219-9.

X (iii) Alternate II (Nov 2016) of 52.219-9.

N/A (iv) Alternate III (Jun 2020) of 52.219-9.

N/A (v) Alternate IV (Jan 2025) of 52.219-9.

(22)

X (i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).

N/A (ii) Alternate I (Mar 2020) of 52.219-13.

X (23) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C. 657s).

X (24) 52.219-16, Liquidated Damages—Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).

X (25) 52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (Feb 2024) (15 U.S.C. 657f).

(26)

X (i) 52.219-28, Post award Small Business Program Rerepresentation (Jan 2025) (15 U.S.C. 632(a)(2)).

N/A(ii) Alternate I (Mar 2020) of 52.219-28.

X (27) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged

Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).

X (28) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) (15 U.S.C. 637(m)).

N/A(29) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).

X(30) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15 U.S.C. 637(a)(17)).

X(31) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).

X(32) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2025)(E.O. 13126).

(33) Reserved

N/A (34) Reserved

(35)

X (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

N/A (ii) Alternate I (Jul 2014) of 52.222-35.

(36)

X(i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

N/A(ii) Alternate I (Jul 2014) of 52.222-36.

X (37) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

X (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

(39)

X(i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).

N/A(ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

X(40) 52.222-54, Employment Eligibility Verification (Jan 2025) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

(41)

X(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off- the-shelf items.)

N/A(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition

of commercially available off-the-shelf items.)

Required as applicable(42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024) (42 U.S.C. 7671, et seq.).

Required as applicable(43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024) (42 U.S.C. 7671, et seq.).

Required as applicable(44) 52.223-20, Aerosols (May 2024) (42 U.S.C. 7671, et seq.).

Required as applicable(45) 52.223-21, Foams (May 2024) (42 U.S.C. 7671, et seq.).

X(46) 52.223-23, Sustainable Products and Services (May 2024) (DEVIATION FEB 2025) (E.O. 140577 U.S.C. 8102, 42U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671l).

(47)

X(i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).

N/A(ii) Alternate I (Jan 2017) of 52.224-3.

(48)

Required as applicable(i) 52.225-1, Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 83).

N/A(ii) Alternate I (Oct 2022) of 52.225-1.

(49)

N/A(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.
N/A(ii) Alternate I [Reserved].

N/A (iii) Alternate II (Jan 2025) of 52.225-3.

N/A(iv) Alternate III (Feb 2024) of 52.225-3.

N/A(v) Alternate IV (Oct 2022) of 52.225-3.

X(50) 52.225-5, Trade Agreements (NOV 2023) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X(51) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

N/A(52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

N/A(53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

N/A(54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
X(55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024) (E.O. 13513).

N/A(56) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).

N/A(57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

N/A(58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

X(59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) (31 U.S.C. 3332).

N/A(60) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management

(Jul 2013) (31 U.S.C. 3332).

X(61) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

X(62) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

X(63) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

X(64) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

(65)

X (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

N/A (ii) Alternate I (Apr 2003) of 52.247-64.

N/A (iii) Alternate II (Nov 2021) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

X(1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter67).

X(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

X(3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

N/A(4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29U.S.C.206 and 41 U.S.C. chapter 67).

X(5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014)

(41 U.S.C. chapter 67).

X(6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

X(7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

Required as applicable (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

Required as applicable(9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

N/A(10) 52.247-69, Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (Jan 2025) (49 U.S.C. 40118(g)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor’s directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509).

(ii) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712).

(iii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(v) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(vi) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

(vii) (A) 52.204–30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) (Pub. L. 115–390, title II).

(B) Alternate I (Dec 2023) of 52.204–30.

(viii) 52.219-8, Utilization of Small Business Concerns (Jan 2025) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ix) Reserved

(x) Reserved

(xi) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

(xii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

(xiii) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

(xiv) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xv) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xvi)

(A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xvii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xviii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xix) 52.222-54, Employment Eligibility Verification (Jan 2025) (E.O. 12989).

(xx) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

(xxi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

(xxii) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xxiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxvi) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

(xxvii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

MULTIPLE AWARD SCHEDULE

Code F – Information Technology

F04. IT Software Subcategory

General Services Administration
Federal Acquisition Service
Authorized Federal Supply Schedule FSS Price List

Special Item Numbers (SINs):

Special Item No. 511210: Software Licenses

Special Item No. OLM: Order Level Materials



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Contact for Contract Administration

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Business Size: Large Business
Contract Number: #47QTCA24D0083
Period Covered by Contract: April 19, 2024 to April 18, 2029

(Plus three additional 5-year option periods)

Current through Mod # PS-0005 – Effective on June 13, 2025

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery are available through GSA Advantage!®, a menu-driven database system. The INTERNET address to GSA Advantage! ® is: GSAAdvantage.gov.

For more information on ordering go to the following website: https://www.gsa.gov/schedules

Prices Shown Herein are Net (discount deducted)

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CUSTOMER INFORMATION

1a.Table of awarded special item numbers with appropriate cross-reference to item descriptions and awarded prices:

SIN 511210 Software License: Includes both term and perpetual software licenses and maintenance.

SIN OLM Order Level Materials: OLMs are supplies and/or services acquired in direct support of an individual task or delivery order placed against a Schedule contract or BPA. OLM pricing is not established at the Schedule contract or BPA level, but at the order level. Since OLMs are identified and acquired at the order level, the ordering contracting officer (OCO) is responsible for making a fair and reasonable price determination for all OLMs. OLMs are procured under a special ordering procedure that simplifies the process for acquiring supplies and services necessary to support individual task or delivery orders placed against a Schedule contract or BPA. Using this new procedure, ancillary supplies and services not known at the time of the Schedule award may be included and priced at the order level.

1b.Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract.

GSA Prices with IFF begin on Page 10.

1c.If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided.

2.Maximum order: **$500,000 for SIN 511210 and $250,000 for SIN OLM**

3.Minimum order: **$100**

4.Geographic coverage: **Worldwide**

5.Point of production: **USA**

6.Discount from list prices or statement of net price: **The rates contained in this pricelist are net (inclusive of the GSA discount).**

7.Quantity discounts: **None.**

8.Prompt payment terms: **0% Net 30 Days.**
Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9.Foreign items: **None**

10a.Time of delivery: **2 Days ARO**

10b.Expedited Delivery: **24 Hours ARO.**

10c.Overnight and 2-day delivery: **Contact contractor regarding overnight delivery.**

10d.Urgent Requirements: **Contact contractor regarding urgent requirements.**

11.F.O.B. Point: **Destination**

12a.Ordering address:

Everbridge, Inc.
Attn: Analy Aguilar
155 North Lake Ave, Ste 900
Pasadena, CA 91101-1849

12b.Ordering procedures: **See Federal Acquisition Regulation (FAR) 8.405-3.**

13.Payment address:

Everbridge Accounts Receivable Department
PO Box 92506
Las Vegas, NV 89193-2506

14.Warranty provision: **The duration of the Term or sixty (60) days after the Effective Date, whichever is longer.**

15.Export packing charges: **Not Applicable**

16.Terms and conditions of rental, maintenance, and repair: **None**

17.Terms and conditions of installation: **If the ordering activity requires customized installation, this service is available for purchase.**

18a.Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices: **Not Applicable**

18b.Terms and conditions for any other services: **None**

19.List of service and distribution points:

Everbridge, Inc.
25 Corporate Drive, Suite 400
Burlington, MA 01803-4245

20.List of participating dealers: **Not Applicable**

21.Preventive maintenance: **Not Applicable**

22.Special attributes such as environmental attributes (e.g. recycled content, energy efficiency, and/or reduced pollutants): **Not Applicable**

23.Unique Entity Identifier (UEI) number: **XCSMWJTSJ7W5**

24.Notification regarding registration in System for Award Management (SAM) database: **Everbridge is registered in SAM and the registration is current. Our CAGE Code is 3PCD2.**

TERMS AND CONDITIONS APPLICABLE TO SOFTWARE LICENSES
(SPECIAL ITEM NUMBER 511210)

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

The Contractor shall provide the Enterprise User License Agreement that has been approved by GSA, if requested.

3. GUARANTEE/WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty will apply to this contract.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. If no implied warranties are given, an express warranty of at least 60 days must be given in accordance with FAR 12.404(b)(2)

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number (**866-436-4911)** for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available **from 8 AM to 5 PM (PST)**.

5. SOFTWARE MAINTENANCE

a. Software maintenance as it is defined:

1. Software Maintenance as a Product

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support

includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase.

6. PERIODS OF TERM LICENSES

a. The Contractor shall honor orders for periods for the duration of the contract period or a lessor period of time.

b. Term licenses and maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.

d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance are to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance are to be continued during the subsequent period.

7. UTILIZATION LIMITATIONS

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer

programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

8. SOFTWARE CONVERSIONS

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system or from one computer system to another. Under a perpetual license, the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license, conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

9. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

10. RIGHT-TO-COPY PRICING

The Contractor shall insert the discounted pricing for right-to-copy licenses: Not Applicable.

Product Offerings

Everbridge, Inc. is a global software company that provides enterprise software applications that automate and accelerate an organization's operational response to critical events in order to Keep People Safe and Businesses Running™. During public safety threats such as active shooter situations, terrorist attacks or severe weather conditions, as well as critical business events including IT outages, cyber-attacks or other incidents such as product recalls or supply-chain interruptions, over 5,200 global customers rely on the company's Critical Event Management platform to quickly and reliably aggregate and assess threat data, locate people at risk and responders able to assist, automate the execution of pre-defined communications processes through the secure delivery to over 100 different communication devices, and track progress on executing response plans. The company's platform sent over 3.5 billion messages in 2019, and offers the ability to reach over 550 million people in more than 200 countries and territories. The company's critical communications and enterprise safety applications include Mass Notification, Incident Management, Safety Connection™, IT Alerting, Visual Command Center®, Public Warning, Crisis Management, Community Engagement®, and Secure Messaging, and are easy-to-use and deploy, secure, highly scalable and reliable.

Everbridge software automates the key steps for responding to a critical event. It aggregates threat data from third party and internal sources so customers can assess risk, and locates people in areas of threat and those needed to respond. It then enables customers to execute pre-defined processes based on the type of threat for who should be contacted and how, what message to send, and who to escalate to if a responder is not available. Our platform then sends out notifications and instructions via text, voice, email—over 100 modalities—in 15 languages as needed, organizes conference bridges for people to collaborate, and analyzes return messages. Automating these steps enables them to be completed quickly, highly reliably and at scale at a time when minutes often matter.

Term License-Mass Notification Base for Corporate - RENEWAL ONLY - 101-11-11-0240-000

Everbridge Mass Notification Base for Corporate allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. Everbridge Mass Notification is supported by state-of-the-art security protocols, elastic infrastructure, advanced mobility, interactive reporting, adaptive people, and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options.

Key Capabilities Include:

- Unlimited Mass Notification Templates
- Ability to send Standard, Polling, or on-the-fly 'One-Touch'
- Conference Call messages
- Flexible role-based access controls to manage user permissions
- SMPP based True SMS text messaging
- Multi-language Text to Speech Engine and Custom Voice Recording
- 4 Everbridge basic conference bridge codes
- Custom branded opt-in portal with custom fields and opt-in subscriptions
- Access to Real-Time Dashboard, Notifications History, Everbridge Universe, and Custom Reporting
- Notification escalation to automatically send a notification to the next person or group if there is no confirmation
- Integrated GIS/Map-based, rule-based, group-based, or individual contact selection
- One-screen broadcast creation workflow to speed message creation and reduce human error
- Everbridge Network to access situational intelligence & notifications shared by other public and private groups
- Publish notifications directly to Websites and services that support API access via HTTPS using 'Web Posting
- Publish notifications to Audio Bulletin Board for contacts to retrieve the audio message at their convenience
- Contact filtering based on custom criteria
- Map-based drawing and selection tools and imported shape files (e.g. Google Maps, Bing Maps, ESRI)
- Automatic address geo-coding for contact records
- Organization specific customizable caller ID, greetings, and broadcast settings
- Real-time reporting for improved situational awareness and easier after-action analysis
- Self-Service Contact Record Management, Contact Import via CSV Upload and via Contact API or via Secure FTP
- International Support
    - Globally Local Calling for faster communications using local/regional message initiation
    - Dynamic Caller ID to customize caller IDs with local number per country or broadcast
    - International Sender IDs for SMS delivery Set-up, Implementation, and Support
- Up to 10 remote hours of support via a dedicated Implementation Specialist

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-11-11-0240-000	Term License - Mass Notification Base for Corporate-Renewal Only (Minimum dollar value per single order is no less than $4282.12 or 154 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	$27.98	$4,282.12

Term License-Mass Notification Base for State & Local Government - 101-11-11-0254-000

Everbridge Mass Notification Base for State & Local Government allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. Everbridge Mass Notification is supported by state-of-the-art security protocols, elastic infrastructure, advanced mobility, interactive reporting, adaptive people, and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options.

Key Capabilities Include:

- SMPP based True SMS text messaging
- Multi-language Text to Speech Engine and Custom Voice Recording
- 4 Everbridge basic conference bridge codes
- 4 Smart Conference bridge lines
- Public Incident Zone – Alert residents through Everbridge Mobile App on their entry into the impacted area
- Custom branded community opt-in portal with custom fields and opt-in subscriptions
- Flexible role-based access controls to manage user permissions
- Access to Real-Time Dashboard, Notifications History, Everbridge Universe, and Custom Reporting
- Notification escalation to automatically send a notification to the next person or group if there is no confirmation
- Integrated GIS/Map-based, rule-based, group-based, or individual contact selection
- Ability to send standard, polling, or on-the-fly 'One-Touch' Conference Call messages
- One-screen broadcast creation workflow to speed message creation and reduce human error
- Everbridge Network to access situational intelligence & notifications shared by other public and private groups
- Publish notifications directly to Websites and services that support API access via HTTPS using 'Web Posting'
- Publish notification to Social Media
- Publish notifications to Audio Bulletin Board for contacts to retrieve the audio message at their convenience

- Access to IPAWS for authorized agencies –Only available in US region
- Contact filtering based on custom criteria
- Map-based drawing and selection tools and imported shape files (e.g. Google Maps, Bing Maps, ESRI)
- Automatic address geo-coding for contacts
- Organization specific customizable caller ID, greetings, and broadcast settings
- Real-time reporting for improved situational awareness and easier after-action analysis
- Unlimited Mass Notification and Incident Templates
- Self-Service Contact Record Management, Contact Import via CSV Upload and via Contact API Basic
- International Support
    - Globally Local Calling for faster communications using local/regional message initiation
    - Dynamic Caller ID to customize caller IDs with local number per country or broadcast
    - International Long and Short Codes for SMS delivery

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-11-11-0254-000	Term License - Mass Notification Base for State & Local Government (Minimum dollar value per single order is no less than $4282.12 or 17242 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	$0.25	$4,282.12

Term License-Mass Notification Base for Higher Education - 101-11-11-0250-000

Everbridge Mass Notification Base for Higher Education allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. Everbridge Mass Notification is supported by state-of-the-art security protocols, an elastic infrastructure, advanced mobility, interactive reporting and analytics, adaptive people, and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options. Below is a list of key system inclusions with your new Everbridge Mass Notification system.

Key Capabilities Include:

- Everbridge IPAWS for authorized clients – Only available in US region
- Public Incident Zone – Alert residents through Everbridge Mobile App on their entry into the impacted area
- Custom branded community opt-in portal with custom fields and opt-in subscriptions
- Incident Communications for digitizing communication plans and for reducing human error
- Smart Conference with 4 dedicated bridge lines
- Audio Bulletin Board for your Contacts to retrieve an audio message at their convenience
- Global multi-modal, two-way communications

- Self-service Contact record management via manual upload, Secure FTP, and Contact REST API
- Single page user flow for unplanned communications
- Publish notification to Social Media accounts and other messaging channels
- Flexible role-based access controls to manage user permissions
- Everbridge Network to access situational intelligence & notifications shared by other public and private groups
- Real-time reporting for improved situational awareness and easier after-action analysis
- Self-service module for configuring the operating environment for all users and notifications
- Basic Conference Bridge service including 4 bridge codes
- International Support
    - Multiple site languages for users to navigate your Everbridge service in their native language
    - Multiple notification languages and text to speech engines to ensure recipients understand your message in their preferred language
    - Configurable Caller ID per country to ensure recipients can identify the message sender
    - International Long and Short Codes for SMS delivery to ensure recipients can identify the message sender
- Automatic address geo-coding for Contact locations

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-11-11-0250-000	Term License - Mass Notification Base for Higher Education (Minimum dollar value per single order is no less than $4282.12 or 3334 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	$1.29	$4,282.12

Term License-Mass Notification Base for Transportation - 101-11-11-0258-000

Everbridge Mass Notification for Transportation allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. Everbridge Mass Notification is supported by state-of-the-art security protocols, an elastic infrastructure, advanced mobility, interactive reporting and analytics, adaptive people, and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options. Below is a list of key system inclusions with your new Everbridge Mass Notification system.

Key Capabilities

- Integrated GIS/Map-based, rule-based, group-based, or individual contact selection
- Ability to send standard, polling, or on-the-fly 'One-Touch' Conference Call messages
- One-screen broadcast creation workflow to speed message creation and reduce human error
- Everbridge Network to access situational intelligence & notifications shared by other public and private groups

- Publish notifications directly to Websites and services that support API access via HTTPS using 'Web Posting' Publish notifications directly to the Smartphones of residents and employees via Everbridge Mobile Application
- Contact filtering based on custom criteria Map-based drawing and selection tools and imported shape files (e.g. Google Maps, Bing Maps, ESRI)
- Automatic address geo-coding for contacts
- Organization specific customizable caller ID, greetings, and broadcast settings
- SMPP based SMS text messaging
- Multi-language Text to Speech Engine and Custom Voice Recording
- Real-time reporting for improved situational awareness and easier after action analysis
- 5 Live Operator Message Initiations per year
- Interactive Dashboard for Organizational Activity Summary
- Unlimited Mass Notification Templates
- Self-service Single Contact Record Adjustments,
- Contact Import via CSV Upload and via Contact API Bulk
- Contact Management Automation via Secure FTP Basic
- Audio Bulletin Board 4 Everbridge basic conference bridge codes

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-11-11-0258-000	Term License - Mass Notification Base for Transportation (Minimum dollar value per single order is no less than $4282.12 or 181 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	$23.78	$4,282.12

Term License-Everbridge Mass Notification Base for Healthcare - 101-01-11-0261-000

Everbridge's Mass Notification for Healthcare allows care teams to coordinate multiple clinicians, technicians, and staff across multiple locations and schedules to respond to the needs of patients efficiently and effectively, leading to increased response times, quality, and patient satisfaction.

Key Capabilities

- Unlimited Incident Templates
- Multimodal delivery capabilities to phones, Email, SMS, Push Notifications
- Incident templates with different messages & delivery settings based on each notification phase or time of day
- Notification escalation to automatically send a notification to the next person or group if there is no confirmation
- Dynamic contact path preferences based on time of day

- Dynamic contact path preferences based on individual preferences
- Ability to send standard, polling, or on-the-fly 'one-touch' conference call notifications
- Multi-step workflow that prompts users to add required incident details Incident communication logging for all broadcast and confirmations
- Incident journal to capture additional details not included in incident communications
- Communication broadcasts and confirmations include audit trails and timestamps
- Search across incidents using status, user, type and date
- Real-time incident dashboard for operators showing all open incidents
- Unlimited individual on-call schedules for on-call Registered End-users
    - Ability to set minimum staffing requirements and view shifts to see if these requirements have been met.
    - Ability to assign shift quotas based on certification and skill.
    - Configurable automatic shift rotation.
    - Mobile schedule management
    - Ability to import/export schedules from other systems via .ics.
- Scenario manager to send different messages to different audiences
- Unlimited access to Everbridge secure communication platform (Secure Collaboration) for Registered Endusers1
    - Video calling for telemedicine
    - Image sharing
    - Text messaging
    - Group messaging
    - Voice calls using VOIP
    - Mobile device access
    - Desktop access
    - Quick Registration
    - Incident chat
    - Customizable directories
- Standard reports as well as flexible custom reporting capability
- Audit conversation history

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-01-11-0261-000	Term License - Mass Notification Base for Healthcare (Minimum dollar value per single order is no less than $4,282.12 or 118 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	$36.37	$4,282.12

Term License-Everbridge Mass Notification Standard for Corporate - RENEWAL ONLY - 101-11-11-0241-000

Everbridge Mass Notification Standard for Corporate allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. Everbridge Mass Notification is supported by state-of-the art security protocols, elastic infrastructure, advanced mobility, interactive reporting, adaptive people, and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options.

Key Capabilities Include:

- SMPP based True SMS text messaging
- Multi-language Text to Speech Engine and Custom Voice Recording
- 4 Everbridge basic conference bridge codes
- 4 Smart Conference bridge lines
- Access to Single Sign On
- Custom branded opt-in portal with custom fields and opt-in subscriptions
- Flexible role-based access controls to manage user permissions
- Access to Real-Time Dashboard, Notifications History, Everbridge Universe, and Custom Reporting
- Notification escalation to automatically send a notification to the next person or group if there is no confirmation
- Integrated GIS/Map-based, rule-based, group-based, or individual contact selection
- Ability to send standard, polling, or on-the-fly 'One-Touch' Conference Call messages
- One-screen broadcast creation workflow to speed message creation and reduce human error
- Everbridge Network to access situational intelligence & notifications shared by other public and private groups
- Publish notifications directly to Websites and services that support API access via HTTPS using 'Web Posting'
- Publish notifications to Audio Bulletin Board for contacts to retrieve the audio message at their convenience
- Contact filtering based on custom criteria
- Map-based drawing and selection tools and imported shape files (e.g. Google Maps, Bing Maps, ESRI) • Automatic address geo-coding for contacts
- Organization specific customizable caller ID, greetings, and broadcast settings
- Real-time reporting for improved situational awareness and easier after-action analysis
- Unlimited Mass Notification and Incident Templates
- Self-Service Contact Record Management, Contact Import via CSV Upload and via Contact API Basic
- International Support
    - Globally Local Calling for faster communications using local/regional message initiation
    - Dynamic Caller ID to customize caller IDs with local number per country or broadcast
    - International Long and Short Codes for SMS delivery

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-11-11-0241-000	Term License - Mass Notification Standard for Corporate-Renewal Only (Minimum dollar value per single order is no less than $6,423.17 or 127 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	$50.64	$6,423.17

Term License-Everbridge Mass Notification Pro for Corporate - RENEWAL ONLY - 101-11-11-0242-000

Everbridge Mass Notification Pro for Corporate allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. Everbridge Mass Notification is supported by state-of-the-art security protocols, elastic infrastructure, advanced mobility, interactive reporting, adaptive people, and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options.

Key Capabilities Include:

- SMPP based True SMS text messaging
- Multi-language Text to Speech Engine and Custom Voice Recording
- 4 Everbridge basic conference bridge codes
- 4 Smart Conference bridge lines
- Access to Single Sign On
- Access to Visitor and Customer Engagement
- 5 (FIVE) Keywords to allow people to opt-in to a database using keywords
- Custom branded opt-in portal with custom fields and opt-in subscriptions
- Flexible role-based access controls to manage user permissions
- Access to Real-Time Dashboard, Notifications History, Everbridge Universe, and Custom Reporting
- Notification escalation to automatically send a notification to the next person or group if there is no confirmation
- Integrated GIS/Map-based, rule-based, group-based, or individual contact selection
- Ability to send standard, polling, or on-the-fly 'One-Touch' Conference Call messages
- One-screen broadcast creation workflow to speed message creation and reduce human error
- Everbridge Network to access situational intelligence & notifications shared by other public and private groups
- Publish notifications directly to Websites and services that support API access via HTTPS using 'Web Posting'
- Publish notification to Social Media
- Publish notifications to Audio Bulletin Board for contacts to retrieve the audio message at their convenience
- Contact filtering based on custom criteria

- Map-based drawing and selection tools and imported shape files (e.g. Google Maps, Bing Maps, ESRI)
- Automatic address geo-coding for contacts
- Organization specific customizable caller ID, greetings, and broadcast settings
- Real-time reporting for improved situational awareness and easier after-action analysis
- Unlimited Mass Notification and Incident Templates
- Self-Service Contact Record Management, Contact Import via CSV Upload and via Contact API Basic
- International Support
    - Globally Local Calling for faster communications using local/regional message initiation
    - Dynamic Caller ID to customize caller IDs with local number per country or broadcast
    - International Long and Short Codes for SMS delivery

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-11-11-0242-000	Term License - Mass Notification Pro for Corporate-Renewal Only (Minimum dollar value per single order is no less than $8,564.23 or 157 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	$54.56	$8,564.23

Term License-Everbridge Mass Notification Pro for Higher Education - 101-11-11-0251-000

Everbridge Mass Notification Pro for Higher Education allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. Everbridge Mass Notification is supported by state-of-the-art security protocols, an elastic infrastructure, advanced mobility, interactive reporting and analytics, adaptive people, and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options. Below is a list of key system inclusions with your new Everbridge Mass Notification system.

Key Capabilities Include:

- Integrated GIS/Map-based, rule-based, group-based, or individual contact selection
- Ability to send standard, polling, or on-the-fly 'One-Touch' Conference Call messages
- One-screen broadcast creation workflow to speed message creation and reduce human error
- Everbridge Network to access situational intelligence & notifications shared by other public and private groups
- Publish notifications directly Facebook and Twitter and Websites and services that support API access via HTTPS using 'Web Posting'
- Publish notifications directly to the Smartphones of residents and employees via Everbridge Mobile app
- Contact filtering based on custom criteria
- Map-based drawing and selection tools and imported shape files (e.g. Google Maps, Bing Maps, ESRI)
- Automatic address geo-coding for contacts

- Organization specific customizable caller ID, greetings, and broadcast settings
- SMPP based SMS text messaging
- Multi-language Text to Speech Engine and Custom Voice Recording
- Real-time reporting for improved situational awareness and easier after action analysis
- 5 Live Operator Message Initiations per year
- Interactive Dashboard for Organizational Activity Summary
- Unlimited Notification Templates
- Self-service Single Contact Record Adjustments, Contact Import via CSV Upload and via Contact AP Bulk Contact Management Automation via Secure FTP
- Audio Bulletin Board
- 4 Everbridge basic conference bridge codes
- Single Sign on to simplify user management
- Active Shooter, Shelter in Place, Evacuation Order and Crisis Response Team (CMT) Bridge Activation message guides

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-11-11-0251-000	Term License - Mass Notification Pro for Higher Education (Minimum dollar value per single order is no less than $8,564.23 or 5435 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	$1.57	$8,564.23

Term License-Everbridge Mass Notification Pro for State & Local Government - 101-11-11-0255-000

Everbridge Mass Notification Pro for State & Local Government allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. Everbridge Mass Notification is supported by state-of-the-art security protocols, elastic infrastructure, advanced mobility, interactive reporting, adaptive people, and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options.

Key Capabilities Include:

- SMPP based True SMS text messaging
- Multi-language Text to Speech Engine and Custom Voice Recording
- 4 Everbridge basic conference bridge codes
- 4 Smart Conf erence bridge lines
- Public Incident Zone – Alert residents through Everbridge Mobile App on their entry into the impacted area

- Access to Community Engagement to communicate via Text, Email, and/or Voice Messages and provide an easy way for residents to Text Opt-In (text zip-code or a keyword to 888-777) –Only available to US contacts
- Access to automated severe weather alerting from the National Weather Service via SMARTWeather for 1 (ONE) area no greater than a single County –Only available to US contacts
- Custom branded community opt-in portal with custom fields and opt-in subscriptions
- Flexible role-based access controls to manage user permissions
- Access to Real-Time Dashboard, Notifications History, Everbridge Universe, and Custom Reporting
- Notification escalation to automatically send a notification to the next person or group if there is no confirmation
- Integrated GIS/Map-based, rule-based, group-based, or individual contact selection
- Ability to send standard, polling, or on-the-fly 'One-Touch' Conference Call messages
- One-screen broadcast creation workflow to speed message creation and reduce human error
- Everbridge Network to access situational intelligence & notifications shared by other public and private groups
- Publish notifications directly to Websites and services that support API access via HTTPS using 'Web Posting'
- Publish notification to Social Media
- Publish notifications to Audio Bulletin Board for contacts to retrieve the audio message at their convenience
- Access to 1 (ONE) dedicated toll free number via Premium Audio Bulletin Board
- Access to IPAWS for authorized agencies –Only available in US region.
- Contact filtering based on custom criteria
- Map-based drawing and selection tools and imported shape files (e.g. Google Maps, Bing Maps, ESRI)
- Automatic address geo-coding for contacts
- Custom point address geo-coding
- Organization specific customizable caller ID, greetings, and broadcast settings
- Real-time reporting for improved situational awareness and easier after-action analysis
- Unlimited Mass Notification and Incident Templates
- Self-Service Contact Record Management, Contact Import via CSV Upload and via Contact API Basic
- International Support
    - Globally Local Calling for faster communications using local/regional message initiation
    - Dynamic Caller ID to customize caller IDs with local number per country or broadcast
    - International Long and Short Codes for SMS delivery

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-11-11-0255-000	Term License - Mass Notification Pro for State & Local Government (Minimum dollar value per single order is no less than $8,564.23 or 26316 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	$0.32	$8,564.23

Term License-Everbridge Mass Notification Pro for Transportation - 101-11-11-0259-000

Everbridge Mass Notification Pro for Transportation allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. Everbridge Mass Notification is supported by state-of-the-art security protocols, an elastic infrastructure, advanced mobility, interactive reporting and analytics, adaptive people, and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options. Below is a list of key system inclusions with your new Everbridge Mass Notification system.

Key Capabilities Include:

- Integrated GIS/Map-based, rule-based, group-based, or individual contact selection
- Ability to send standard, polling, or on-the-fly 'One-Touch' Conference Call messages
- One-screen broadcast creation workflow to speed message creation and reduce human error
- Everbridge Network to access situational intelligence & notifications shared by other public and private groups
- Publish notifications directly to the Smartphones of residents and employees via Everbridge Mobile Application
- Contact filtering based on custom criteria and automatic address geo-coding for contacts
- Map-based drawing and selection tools and imported shape files (e.g. Google Maps, Bing Maps, ESRI)
- Organization specific customizable caller ID, greetings, and broadcast settings
- SMPP based SMS text messaging
- Multi-language Text to Speech Engine and Custom Voice Recording Real-time reporting for improved situational awareness and easier after action analysis
- 5 Live Operator Message Initiations per year
- Interactive Dashboard for Organizational Activity Summary
- Unlimited Notification Templates
- Self-service Single Contact Record Adjustments, Contact Import via CSV Upload and via Contact API
- Bulk Contact Management Automation via Secure FTP

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-11-11-0259-000	Term License - Mass Notification Pro for Transportation (Minimum dollar value per single order is no less than $4,710.06 or 150 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	$31.39	$4,710.33

Term License-Community Engagement - 101-01-11-1027-000

The Community Engagement solution supports easy opt-in capabilities for both public and private events. Gathering opt-ins, whether the general public or internal stakeholders, can be very difficult. With mobile keywords, large groups of people can easily opt-in to a database by texting a keyword. Additionally, the Visitor Engagement solution allows you enable event-focused web pages to increase the visibility and safety of your event.

Key Capabilities:

- Unlimited E-mail Messages
- Unlimited Facebook & Twitter Postings
- Global Messaging Credits equal to 25% of the aggregate license fee paid (Each voice call is charged ten Global Messaging Credits per recipient and each SMS message is charged five Global Messaging Credits per recipient)
- Unlimited Administrators for web-based portal to initiate messages, reporting, and administration
- Unlimited number of keyword Opt-In recipients
- Access to 5 event keywords
- Access to Public and Private Event Web Pages which are integrated with your Member Portal and can include registration widgets and social sharing options so visitors can share your notifications to their social networks.
- Publish event-based notifications via e-mail and SMS
- Publish event-based notifications directly to Facebook and Twitter
- Publish event-based notifications directly to Event Web Pages
- Automatic opt-in expirations
- Zip Code opt-in functionality for residents
- Google Public Alerts integration
- SMPP based SMS text messaging
- Messaging templates to speed up communications
- SMS, Email, Delivery Reporting.

Requires the purchase of a Mass Notification Base product.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-01-11-1027-000	Term License - Everbridge Community Engagement - *Pricing for the Community Engagement solution is based on 21.41% of the Annual Mass Notification Subscription Contract Value or $2,141.06 whichever is greater (exclusive of one-time and services costs).	YR	21.41%	$2,141.06

***Pricing for the Community Engagement solution is based on 21.41% of the Annual Mass Notification Subscription Contract Value (exclusive of one-time and services costs) or $2,141.06, whichever is greater.**

Term License-Additional Community Engagement/Visitor Engagement Keywords for Corporate - 100-09-11-1039-000

Provides additional keywords for use with Community Engagement or Visitor Engagement functionality within Everbridge Mass Notification Pro. Require the purchase of one of the following: Mass Notification Pro, Safety Connection Pro, Critical Event Management for Safety and Continuity, Critical Event Management for Mobility, Critical Event Management 360.

Term License-Additional Community Engagement/Visitor Engagement Keywords for State and Local Government, Higher Education, and Transportation - 100-09-11-1038-000

Provides additional keywords for use with Community Engagement or Visitor Engagement functionality within Everbridge Mass Notification Pro. Require the purchase of one of the following: Mass Notification Pro, Safety Connection Pro, Critical Event Management for Safety and Continuity, Critical Event Management for Mobility, Critical Event Management 360.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-09-11-1039-000	Term License - Additional CE/VE Keywords for Corporate (One-Time Annual Fee)	EA	$856.42	$856.42
511210	Everbridge, Inc	100-09-11-1038-000	Term License - Additional CE/VE Keywords for State and Local Government, Higher Education and Transportation (One-Time Annual Fee)	EA	$171.28	$171.28

Term License-Incident Management – Incident Communications - 101-01-11-0206-000

Delays and errors in operational communications happen every day increasing recovery times, impacting revenue and increasing risk. Everbridge Incident Communications automates your notification procedures by allowing users to select pre-defined messages and processes to use for a specified incident and then determining the correct list of stakeholders and responders.

Key Capabilities

- 1 (one) Incident Management Organization
- Unlimited Incident Administrator and User seats
- Unlimited Incident Templates
- Incident Templates supporting different messages & delivery settings based on notification phase (New, Update, Close)
- Global Messaging Credits equal to 10% of the aggregate license fee paid (Each voice call is charged ten Global Messaging Credits per recipient and each SMS message is charged five Global Messaging Credits per recipient)

- Multi-step workflow that prompts users to add required incident details
- Incident communication logging for all broadcast and confirmations
- Incident journal to capture additional details not included in incident communications
- Reporting of all incident communications details and responses in a PDF format
- Custom reports analyze incident communications effectiveness
- Communication broadcasts and confirmations include audit trails and timestamps
- Search across incidents using status, user, type and date
- Real-time incident dashboard for operators showing all open incident.

Requires the purchase of a Mass Notification Base product.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-01-11-0206-000	Term License - Incident Management - Incident Communications - *Pricing for the Incident Communication solution is based on 25.69% of the Annual Mass Notification Subscription Contract Value or $2,141.06, whichever is greater (exclusive of one-time and services costs).	YR	25.69%	$2,141.06

***Pricing for the Incident Management-Incident Communications solution is based on 25.69% of the Annual Mass Notification Subscription Contract Value (exclusive of one-time and services costs) or $2,141.06, whichever is greater.**

Term License-SmartWeather - 101-00-11-1060-000

Keep your employees, residents and other key stakeholders informed and safe with automatic broadcasts to all affected recipients. Actively manage weather events and quickly put location-based warnings in the right hands, in real-time. With SMART Weather you can automatically broadcast customized messages based on the type and severity of the event.

Key Capabilities

- Accurate weather warnings with specific start times and timely closing of alerts.
- Precise meteorologist drawn polygons and geographical zones to identify weather impacted locations.
- Select contacts in affected areas using a map that identifies weather impacted locations.
- Customized message content based on weather type, severity, location and audience.
- Infrared displays allow for even more precise location-specific weather alerts so notifications get to the right people with speed and accuracy.
- New weather layers provide near real time weather monitoring, making it easier to alert key stakeholders.

Requires the purchase of a Mass Notification Base product.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-00-11-1060-000	Term License - SMART Weather (includes 1 location in base weather subscription) - *Pricing for the SmartWeather solution is based on 12.85% of the Annual Mass Notification Subscription Contract Value or $1,284.63, whichever is greater (exclusive of one-time and services costs).	YR	12.85%	$1,284.63

***Pricing for the SmartWeather solution is based on 12.85% of the Annual Mass Notification Subscription Contract Value (exclusive of one-time and services costs) or $1,284.63, whichever is greater.**

Everbridge SmartWeather Options

Term License-SMART Weather – Nationwide Coverage - RENEWAL ONLY – 101-00-11-1065-000

- Automated weather alerts for customers who have transient populations across multiple states

Term License-SMART Weather – Statewide Coverage - RENEWAL ONLY – 101-00-11-1064-000

- Automated weather alerts for State customers who want to setup for the entire state

Term License-Additional SMART Weather Location(s) – 101-00-11-1063-000

- Each specific weather threshold is built for a specific office / facility Location

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-00-11-1065-000	Term License - SMART Weather - Nationwide Coverage-Renewal Only	YR	$12,846.35	$12,846.35
511210	Everbridge, Inc	101-00-11-1064-000	Term License - SMART Weather - Statewide Coverage-Renewal Only	YR	$2,997.48	$2,997.48

511210	Everbridge, Inc	101-00-11-1063-000	Term License - Additional SMARTWeather Location(s) (One-Time Annual Fee)	EA	$856.42	$856.42

Term License-Set-up Fee - SETUPFEES

- Up to 10 total hours of a dedicated Implementation Specialist during a Standard Implementation
- Self Service Administrative Set-up, Configuration and Default Preferences
- Initial Member Data Upload and Test Broadcast Support
- Unlimited Access to Everbridge University classes
- 24x7 Customer Support (phone, web, email)
- Global Support/Operations Centers for Redundant Live Support

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	SETUPFEES	Term License - Set Up Fee - *Pricing for the Setup fee is based on 6.85% of the Annual Subscription Contract Value with a minimum purchase value of $400. (One-Time Installation Fee)	EA	6.85%	$342.57

***The Setup Fee is equal to 6.85% of the Annual Subscription Contract Value (exclusive of one-time and services costs) with a minimum purchase value of $342.57.**

Term License-IT Alerting Standard Resolver License - 100-05-11-0201-000

Major IT failures and outages (critical application down, Cyber attack, deployment issue, datacenter outage, etc.) quickly impact users and customers of the IT services as the quality of service deteriorates. Everbridge IT Alerting helps IT Departments, Incident Managers, DevOps, reduce the time to reach the right on-call IT personnel and keep stakeholders as well as impacted customers informed. Reducing MTTR will minimize the impact on the business.

Everbridge IT Alerting Standard provides:

- Send Global Notifications and Testing Messages
- Unlimited Email and Mobile App Push Notifications
- Global Messaging Credits equal to 20% of the aggregate license fee paid (Each voice call is charged ten Global Messaging Credits per recipient and each SMS message is charged five Global Messaging Credits per recipient)
- Communication templates with conditional workflow for human error-free notifications
- Automatic notifications to the right on-call person
- Automatic escalation to the next person until someone acknowledges
- Multi communication channels (email, phone, SMS, pager, and mobile push notifications…)

- Collaboration tools including a 1-click smart conferencing (360 minutes per resolver license per year)
- Integration with IT Service Management (Helpdesk) and IT Operations Management (monitoring) tools.
- Communication updates to your IT team, the business stakeholders and the impacted customers while IT is resolving the problem.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-05-11-0201-000	Term License - IT Alerting Standard Resolver License (Minimum dollar value per single order is no less than 66 contacts. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	User	$328.87	$21,705.19

Term License-Everbridge IT Alerting Scheduling - 100-04-11-1025-000

IT Alerting Scheduling helps track who is on-call on each team, and alerts the right people based on the type of incident, time of day, skill set required and location.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-04-11-1025-000	Term License - IT Alerting Scheduling (Minimum dollar value per single order is no less than $1500 or 25 contacts, whichever is greater.)	Contact	$51.39	$1,284.63

Term License-Additional Organization - 101-01-11-1001-000

- One (1) Additional Organization in an Account

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-01-11-1001-000	Term License - Everbridge Additional Organization (One-Time Annual Fee)	EA	$428.21	$428.21

Usage

Term License-5,000 US Minutes - 101-01-33-0711-000

- Usage. Once all minutes or messages have been used, customer will need to purchase additional units.

Term License-7,500 US SMS Messaging Minutes - 101-01-33-0712-000

- Usage. Once all minutes or messages have been used, customer will need to purchase additional units.

Term License-2,500 Global Minutes - 101-01-33-0505-000

- Usage. Once all minutes or messages have been used, customer will need to purchase additional units.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-01-33-0711-000	Term License - 5,000 US Minutes (One-Time Fee)	EA	$214.11	$214.11
511210	Everbridge, Inc	101-01-11-0712-000	Term License - 7,500 Everbridge US SMS Messaging Minutes (One-Time Fee)	EA	$214.11	$214.11
511210	Everbridge, Inc	101-01-33-0505-000	Term License - 2,500 Global Minutes (One-Time Fee)	EA	$214.11	$214.11

Term License-500,000 Global Message Credits - 101-01-33-0712-000

Customers will have access to an annual allowance of Messaging Credits that can be used for notifications. The specific number of Messaging Credits are included on the product Quote and are applied per notification according to the table below. Unused Messaging Credits (including any additional purchased credits) expire at the end of the annual contract period under the applicable Quote and are not refundable. If the customer exceeds the annual allowance of Messaging Credits allocated to the account or previously purchased, then the customer shall pay for such overages and charges back to the date they were incurred. Once all minutes or messages have been used, customer will need to purchase additional units.

Messaging Credits shall be calculated and consumed as follows:

Message Modality	Email	Push Notification	Pager	Voice	SMS Text	Conference Voice	TTY	FAX
Unit of Measure	per email sent	per mobile app notification	per pager message sent	per minute of the voice call	per SMS message	per minute of the voice call	per TTY message	per page sent
REGION 1: NORTH AMERICA	free	free	free	10	5	10	100	100
REGION 2: EUROPE	free	free	free	40	30	40	100	100
REGION 3: SOUTH AMERICA	free	free	free	190	40	190	100	100
REGION 4: AFRICA	free	free	free	400	50	400	100	100
REGION 5: ASIA	free	free	free	70	30	70	100	100
REGION 6: OCEANIA	free	free	free	100	40	100	100	100
REGION 7: MIDDLE EAST	free	free	free	170	30	170	100	100

A single notification consists of:

• SMS Text:

- For messages that contain only GSM characters, each 153 characters or portion thereof.
- For messages that contain any non-GSM characters, each 67 characters or portion thereof.
- GSM characters include only characters in the GSM 7-bit default alphabet.

• Voice or Conference Voice: One minute or portion of a minute of the voice message, calculated on a cumulative basis per month, per destination country.

• TTY: Per TTY call.

• Fax: Per page transmitted.

For example:

- SMS Notification (containing 100 GSM characters) sent to 100 contacts in the United States would consume 500 Messaging Credits (100 contacts * 1 Notification/contact * 5 Messaging Credits per US SMS message).
- Voice Notification (Each message = 30 seconds) sent to 500 contacts in France would consume 10,000 Messaging Credits (500 contacts * 30 seconds = 250 minutes of calls * 40 Messaging Credits per European Voice Call).
- SMS Notification (containing 200 GSM characters) sent to 250 contacts in India and 2000 contacts in the United States would consume 35,000 Messaging Credits (250 contacts * 2 Notifications/contact * 30 Messaging Credits per Asian SMS message = 15,000 Messaging Credits) + (2000 contacts * 2 Notifications/contact * 5 Messaging Credits per US SMS message = 20,000 Messaging Credits)

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-01-33-0712-000	Term License - 500,000 Global Message Credits (One-Time Fee)	EA	$856.42	$856.42

Term License-Everbridge Critical Alerting for Public Safety Employees - RENEWAL ONLY - 101-00-04-0273-000, 101-00-04-0274-000, and 101-00-04-0275-000

For State, Municipal and Local Agencies who are looking to create multi-modal alerting from mission critical systems like WebEOC, Computer Assisted Dispatch or other internal systems, Everbridge's Critical Alerting for Public Safety Employees solution is designed to improve first responder and emergency management response times by leveraging the existing contacts in your Everbridge platform to deliver mission critical multi-modal alerts to key personnel. Users can automate the notification processes for traditionally email only alerting systems using e-mail ingestion to configure deliver multi-modal alerts to the correct list of stakeholders and responders.

Key Features:

- Unlimited E-mail Distribution
- Unlimited Push Notification via Everbridge App
- Voice and SMS messaging minutes limited to 7500 per year*
- Access to Email Ingestion for configuration of alerts
- Publish alerts via E-mail Publish alerts directly to the Smartphones of employees via ContactBridge
- Publish alerts via SMS Texting and Voice Calls
- Automatic escalation of a notification to the next person or group if there is no confirmation
- Email Ingestion to take 3rd party e-mail content and launch multi-modal alerts
- Design rules based on content in the from, subject or body fields of the e-mail to can trigger specific templates and groups
- 8 total hours of remote access to a consultant to help with initial configuration and testing
- Creation of up to 4 templates
- Creation of up to 2 email ingestion integration points (Any complex expressions or configurations that require additional support would be supported within the 8 hours of Professional Services).

* Usage above 7500 messaging minutes per year can be purchased.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-00-04-0273-000	Term License - Everbridge Critical Alerting for Public Safety Employees - Renewal Only (1000 or fewer employees)	YR	$7,279.60	$7,279.60

511210	Everbridge, Inc	101-00-04-0274-000	Term License - Everbridge Critical Alerting for Public Safety Employees-Renewal Only (Between 1001 and 2500 Employees)	YR	$8,992.44	$8,992.44
511210	Everbridge, Inc	101-00-04-0275-000	Term License - Everbridge Critical Alerting for Public Safety Employees-Renewal Only (2501 or more Employees)	YR	$11,561.71	$11,561.71

Term License-Everbridge Open APIs and E-mail Ingestion - 101-01-11-1015-000, 101-01-11-1016-000, 101-01-11-1017-000, 101-01-11-1025-000, 101-01-11-1028-000, and 101-01-11-1029-000

Everbridge Open is a set of REST based APIs that can be used to integrate contact information or trigger notifications remotely based on thresholds being reached in an internal system. For example, you could integrate your internal Human Resources (HR) system with the Everbridge system. When the HR team updates employee records, the contact information is automatically added, updated, or deleted in the Everbridge system. Email Ingestion lets users trigger notifications simply by sending an email to Everbridge. This is also an easy way, with no coding required, to create integrations with IT Monitoring and Service Management tools, CRM systems, and CAD systems.

Everbridge Open APIs and E-mail Ingestion are designed to support integration with internal systems to support mass communication uses. Any non-standard use of the Everbridge Open API or E-mail Ingestion for broadcast purposes, such as high-volume, one-to-one communications, are not covered under the Everbridge SLA. Examples of non-standard uses include, but are not limited to, the following: Marketing; SPAM (malicious marketing); Political or "Robo-Calls"; Collections; "One-to- one" communications; or calls that have to follow "do not call" or "time of day" rules. Please refer to the Everbridge Acceptable Use Policy for additional details: https://www.everbridge.com/company/legal/%E2%80%8Bacceptable-use-policy/.

Everbridge Open APIs and E-mail Ingestion provides:

- Number of Broadcast API Calls or Email Ingestion Initiation contracted*
- Access to 2 Everbridge Organizations (e.g. Production and Sandbox) each with authenticated API users
- Access to Incident Management as needed to configure email ingestion

*Does not include contact path usage (i.e. voice or SMS) costs which needs to be purchased separately for voice or SMS communications.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-01-11-1015-000	Term License - Everbridge Open API (100 or fewer Broadcasts)	YR	$2,997.48	$2,997.48
511210	Everbridge, Inc	101-01-11-1016-000	Term License - Everbridge Open API (Between 101 and 500 Broadcasts)	YR	$4,924.43	$4,924.43

511210	Everbridge, Inc	101-01-11-1017-000	Term License - Everbridge Open API (Between 501 and 2500 Broadcasts)	YR	$10,919.40	$10,919.40
511210	Everbridge, Inc	101-01-11-1025-000	Term License - Everbridge Open API (Between 2501 and 25000 Broadcasts)	YR	$17,128.46	$17,128.46
511210	Everbridge, Inc	101-01-11-1028-000	Term License - Everbridge Open API (Between 25001 and 250000 Broadcasts)	YR	$29,974.81	$29,974.81
511210	Everbridge, Inc	101-01-11-1029-000	Term License - Everbridge Open API (250001 or more Broadcasts)	YR	$42,821.16	$42,821.16

Term License-Everbridge Safety Connection Mobile for Corporate - 101-11-11-0264-000

Everbridge Safety Connection™ Mobile for Corporate helps organizations quickly locate and communicate with their people. The solution aggregates geo-location data from HR systems and the Everbridge Mobile app (fka ContactBridge) so you can reach out to those employees, contractors or visitors who are potentially at risk. Combining the Everbridge Mobile app with the power of Everbridge Mass Notification, Safety Connection™ helps to improve employee security and provide enhanced information about an employee's location to help keep people safe. Everbridge Mass Notification is supported by state-of-the-art security protocols, an elastic infrastructure, advanced mobility, interactive reporting and analytics, adaptive people and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options.

Key Capabilities Include:

- Send Domestic and International Alerts and Testing Messages
- Unlimited Email and Mobile App Push Notifications
- Global Messaging Credits equal to 10% of the aggregate license fee paid (Each voice call is charged ten Global Messaging Credits per recipient and each SMS message is charged five Global Messaging Credits per recipient)
- Three (3) Organization with unlimited nested static and dynamic groups
- Access to Real-Time Dashboard, Notifications Library, Everbridge Universe, and Custom Reporting
- Access to the SOS and Safe Corridor functionality in the Everbridge Mobile App to automate outreach to predefined contacts and to require check-in and location monitoring capabilities within a specific geographic area
- Integrated GIS/Map-based, rule-based, group-based, or individual contact selection
- Ability to send standard, polling, or on-the-fly 'One-Touch' Conference Call messages
- One-screen broadcast creation workflow to speed message creation and reduce human error
- Everbridge Network to access situational intelligence & notifications shared by other public and private groups
- Publish notifications directly Facebook and Twitter and Websites and services that support API access via HTTPS using 'Web Posting'
- Publish notifications directly to the Smartphones of residents and employees via Everbridge Mobile app (fka ContactBridge)
- Apple Watch mobile app functionality
- Contact filtering based on custom criteria
- Map-based drawing and selection tools and imported shape files (e.g. Google Maps, Bing Maps, ESRI)
- Automatic address geo-coding for contacts
- Organization specific customizable caller ID, greetings, and broadcast settings

- Multi-language Text to Speech Engine and Custom Voice Recording
- Real-time reporting for improved situational awareness and easier after-action analysis
- Five (5) Live Operator Message Initiations per year
- Interactive Dashboard for Organizational Activity Summary
- Unlimited Notification Templates
- Self-service Single Contact Record Adjustments, Contact Import via CSV Upload and via Contact AP
- Bulk Contact Management Automation via Secure FTP
- Four (4) Everbridge basic conference bridge codes
- Single Sign on to simplify user management

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-11-11-0264-000	Term License - Safety Connection Mobile for Corporate (Minimum dollar value per single order is no less than $6,423.17 or 157 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	$41.11	$6,423.17

Term License-Everbridge Safety Connection Mobile for Higher Education - 101-11-11-0256-000

Everbridge Safety Connection™ Mobile for Higher Education helps organizations quickly locate and communicate with their people. The solution aggregates geo-location data from HR systems and the Everbridge Mobile app (fka ContactBridge) so you can reach out to those students, faculty, staff, contractors, or visitors who are potentially at risk. Combining the Everbridge Mobile app with the power of Everbridge Mass Notification, Safety Connection™ helps to improve campus security and provide enhanced information about an individual's location to help keep people safe. Everbridge Mass Notification is supported by state-of-the-art security protocols, an elastic infrastructure, advanced mobility, interactive reporting and analytics, adaptive people, and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options.

Key Capabilities Include:

- Send Domestic and International Alerts and Testing Messages
- Unlimited Email and Mobile App Push Notifications
- Global Messaging Credits equal to 25% of the aggregate license fee paid (Each voice call is charged ten Global Messaging Credits per recipient and each SMS message is charged five Global Messaging Credits per recipient)
- Three (3) Organization with unlimited nested static and dynamic groups
- Access to Real-Time Dashboard, Notifications Library, Everbridge Universe, and Custom Reporting

- Access to the SOS and Safe Corridor functionality in the Everbridge Mobile App to automate outreach to predefined contacts and to require check-in and location monitoring capabilities within a specific geographic area
- Integrated GIS/Map-based, rule-based, group-based, or individual contact selection Ability to send standard, polling, or on the-fly 'One-Touch' Conference Call messages
- One-screen broadcast creation workflow to speed message creation and reduce human error
- Everbridge Network to access situational intelligence & notifications shared by other public and private groups
- Publish notifications directly Facebook and Twitter and Websites and services that support API access via HTTPS using 'Web
- Posting' Publish notifications directly to the Smartphones of residents and employees via Everbridge Mobile app Contact
- filtering based on custom criteria
- Map-based drawing and selection tools and imported shape files (e.g. Google Maps, Bing Maps, ESRI)
- Automatic address geo-coding for contacts
- Organization specific customizable caller ID, greetings, and broadcast settings
- Multi-language Text to Speech Engine and Custom Voice Recording
- Real-time reporting for improved situational awareness and easier after-action analysis
- Five (5) Live Operator Message Initiations per year
- Interactive Dashboard for Organizational Activity Summary Unlimited Notification Templates
- Self-service Single Contact Record Adjustments, Contact Import via CSV Upload and via Contact AP Bulk Contact
- Management Automation via Secure FTP
- Audio Bulletin Board
- Single Sign on to simplify user management
- Active Shooter, Shelter in Place, Evacuation Order and Crisis Response Team (CMT) Bridge Activation message guides

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-11-11-0256-000	Term License - Safety Connection Mobile for Higher Education (Minimum dollar value per single order is no less than $6,423.17 or 3659 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	$1.75	$6,423.17

Term License-Everbridge Safety Connection Base for Corporate - 101-10-11-1300-000

Everbridge Safety Connection™ helps businesses and organizations quickly locate and communicate with their people. The solution aggregates geo-location data from multiple systems so you can reach out to those employees, contractors or visitors who are potentially at risk. Combining physical access control, mobile application, network access and other

location-aware data with the power of Everbridge Mass Notification, Safety Connection™ helps to improve employee security and provide enhanced information about an employee's location to help keep people safe.

Key Capabilities Include:

- Send Domestic and International Alerts and Testing Messages
- Unlimited Email and Mobile App Push Notifications
- Global Messaging Credits equal to 10% of the aggregate license fee paid (Each voice call is charged ten Global Messaging Credits per recipient and each SMS message is charged five Global Messaging Credits per recipient)
- Three (3) Organization with unlimited nested static and dynamic groups
- One (1) Contact Data Location
- Custom branded opt-in portal with custom fields and opt-in subscriptions
- Flexible role-based access controls to manage user permissions
- Access to Real-Time Dashboard, Notifications Library, Everbridge Universe, and Custom Reporting
- Access to Incident Management to automate incident communication workflows
- Access to Single Sign On to simplify user management
- Access to Email Ingestion or EB Open Broadcast API to distribute up to 100 annual multi-modal notifications
- Everbridge mobile app
- Contact profiles with location and timestamped attributes including 'last known' location and 'expected' location data
- Send targeted notifications based on 'last known' location or other contact attributes
- Easily place your physical assets (buildings, places of interest…) directly on the Everbridge Universe map
- Upload location aware data from access control systems, network systems, etc.
- Mobile app check-in functionality that allows users to provide their geo location
- Mobile app SOS functionality to automate outreach to predefined contacts
- Mobile app Safe Corridor functionality that requires check-in and location monitoring capabilities within a specific geographic area
- Apple Watch mobile app functionality
- Notification escalation to automatically send a notification to the next person or group if there is no confirmation
- Integrated GIS/Map-based, rule-based, group-based, or individual contact selection
- Ability to send standard, polling, or on-the-fly 'One-Touch' Conference Call messages with 4 Conference Bridge Codes
- Unlimited Notification Templates and one-screen broadcast creation workflow to speed message creation and reduce human error
- Everbridge Network to access situational intelligence & notifications shared by other public and private groups
- Publish notifications directly to Websites and services that support API access via HTTPS using 'Web Posting'
- Publish notifications directly to the Smartphones of residents and employees via the Everbridge Mobile app
- Contact filtering based on custom criteria and automatic address geo-coding for contacts
- Map-based drawing and selection tools and imported shape files (e.g. Google Maps, Bing Maps, ESRI)
- Organization specific customizable caller ID, greetings, and broadcast settings
- Multi-language Text to Speech Engine and Custom Voice Recording
- Real-time reporting for improved situational awareness and easier after-action analysis
- Self-service Single Contact Record Adjustments, Contact Import via CSV Upload and via Contact API or via Secure FTP
- Audio Bulletin Board

- Five (5) Live Operator Message Initiations per year
- Globally Local Calling for faster communications using local/regional message initiation
- Dynamic Caller ID with local number per country or broadcast and International Long and Short Codes for SMS delivery
- User interface localization in multiple languages

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-10-11-1300-000	Term License - Safety Connection Base for Corporate (Minimum dollar value per single order is no less than $8,564.23 or 150 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	$57.10	$8,564.23

Term License-Everbridge Safety Connection Base for Higher Education - 101-11-11-0260-000

Everbridge Safety Connection™ helps businesses and organizations quickly locate and communicate with their people. The solution aggregates geo-location data from multiple systems so you can reach out to those employees, contractors or visitors who are potentially at risk. Combining physical access control, mobile application, network access and other location-aware data with the power of Everbridge Mass Notification, Safety Connection™ helps to improve employee security and provide enhanced information about an employee's location to help keep people safe.

Key Capabilities Include:

- Send Domestic and International Alerts and Testing Messages
- Unlimited Email and Mobile App Push Notifications
- Global Messaging Credits equal to 25% of the aggregate license fee paid (Each voice call is charged ten Global Messaging Credits per recipient and each SMS message is charged five Global Messaging Credits per recipient)
- Three (3) Organization with unlimited nested static and dynamic groups
- One (1) Contact Data Location
- Four (4) Everbridge basic conference bridge codes
- Access to Everbridge Elastic Infrastructure for message delivery
- Custom branded community opt-in portal with custom fields and opt-in subscriptions
- Flexible role-based access controls to manage user permissions
- Access to Real-Time Dashboard, Notifications Library, Everbridge Universe, and Custom Reporting
- Access to the SOS and Safe Corridor functionality in the Everbridge Mobile App to automate outreach to predefined contacts and to require check-in and location monitoring capabilities within a specific geographic area
- Apple Watch mobile app functionality
- Integrated GIS/Map-based, rule-based, group-based, or individual contact selection

- Ability to send standard, polling, or on the-fly 'One-Touch' Conference Call messages
- One-screen broadcast creation workflow to speed message creation and reduce human error
- Everbridge Network to access situational intelligence & notifications shared by other public and private groups
- Publish notifications directly Facebook and Twitter and Websites and services that support API access via HTTPS using 'Web Posting'
- Publish notifications directly to the Smartphones of residents and employees via Everbridge Mobile app
- Contact filtering based on custom criteria
- Map-based drawing and selection tools and imported shape files (e.g. Google Maps, Bing Maps, ESRI)
- Automatic address geo-coding for contacts
- Organization specific customizable caller ID, greetings, and broadcast settings
- Multi-language Text to Speech Engine and Custom Voice Recording
- Real-time reporting for improved situational awareness and easier after-action analysis
- Five (5) Live Operator Message Initiations per year
- Interactive Dashboard for Organizational Activity Summary Unlimited Notification Templates
- Self-service Single Contact Record Adjustments, Contact Import via CSV Upload and via Contact AP Bulk Contact Management Automation via Secure FTP
- Audio Bulletin Board
- Single Sign on to simplify user management
- Active Shooter, Shelter in Place, Evacuation Order and Crisis Response Team (CMT) Bridge Activation message guides

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-11-11-0260-000	Term License - Safety Connection Base for Higher Education (Minimum dollar value per single order is no less than $6,423.17 or 193 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	$33.40	$6,423.17

Term License-Everbridge Safety Connection Pro for Corporate - 101-11-11-0235-000

Everbridge Safety Connection™ helps businesses and organizations quickly locate and communicate with their people. The solution aggregates geo-location data from multiple systems so you can reach out to those employees, contractors or visitors who are potentially at risk. Combining physical access control, mobile application, network access and other location-aware data with the power of Everbridge Mass Notification, Safety Connection™ helps to improve employee security and provide enhanced information about an employee's location to help keep people safe.

Key Capabilities Include:

- Send Domestic and International Alerts and Testing Messages
- Unlimited Email and Mobile App Push Notifications
- Global Messaging Credits equal to 10% of the aggregate license fee paid (Each voice call is charged ten Global Messaging Credits per recipient and each SMS message is charged five Global Messaging Credits per recipient)
- Three (3) Organization with unlimited nested static and dynamic groups
- One (1) Contact Data Location
- Custom branded opt-in portal with custom fields and opt-in subscriptions Flexible role-based access controls to manage user permissions
- Access to Real-Time Dashboard, Notifications Library, Everbridge Universe, and Custom Reporting Access to Everbridge
- Mobile Application with SOS, Check-in, Emergency Call, and Safe Corridor, and custom mobile tiles functionality
- Access to Location Based Tracing in the platform and Proximity Based Tracing via the Everbridge Mobile Application
- Access to Visualization of Dynamic location data including 'last known' location and 'expected' location data
- Location customizable icons for assets such as buildings, retail stores, airports, hospitals, etc. within the Everbridge Universe
- Access to Open Secure FTP for uploading data sets with 'last known' location data
- Access to Incident Management to automate incident communication workflows
- Access to Incident Chat for responders to coordinate and collaborate
- Access to Smart Conference audio conference bridging
- Access to Single Sign On to simplify user management
- Access to Private Incident Zones to target notifications based on a geo-fenced polygon
- Access to Secure Collaboration mobile functionality for chat and texting with one colleague or a group from mobile phones and desktops
- Access to Visitor and Customer Engagement with five Keywords to allow people to opt-in to a database by keyword
- Access to Email Ingestion or the EB Open Broadcast API to distribute up to 100 annual multi-modal notifications

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-11-11-0235-000	Term License - Safety Connection Pro for Corporate (Minimum dollar value per single order is no less than $10,705.29 or 150 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	$71.38	$10,705.29

Term License-Everbridge Safety Connection Pro for Higher Education - 101-11-11-0253-000

Everbridge Safety Connection™ helps businesses and organizations quickly locate and communicate with their people. The solution aggregates geo-location data from multiple systems so you can reach out to those employees, contractors or visitors who are potentially at risk. Combining physical access control, mobile application, network access and other location-aware data with the power of Everbridge Mass Notification, Safety Connection™ helps to improve employee security and provide enhanced information about an employee's location to help keep people safe.

Key Capabilities Include:

- Send Domestic and International Alerts and Testing Messages
- Unlimited Email and Mobile App Push Notifications
- Global Messaging Credits equal to 25% of the aggregate license fee paid (Each voice call is charged ten Global Messaging Credits per recipient and each SMS message is charged five Global Messaging Credits per recipient)
- Three (3) Organization with unlimited nested static and dynamic groups
- Flexible role-based access controls to manage user permissions
- Access to Real-Time Dashboard, Notifications Library, Everbridge Universe, and Custom Reporting
- Access to Secure Collaboration mobile application for chat and texting with one colleague or a group from mobile phones and desktops
- Access to the SOS and Safe Corridor functionality in the Everbridge Mobile app to automate outreach to predefined contacts and to require check-in and location monitoring capabilities within a specific geographic area
- Access to Open Secure FTP for uploading data sets with 'last known' location data and standard Location Data Connectors (e.g. Lenel Connector for OnGuard 7.0 Access Control System)
- Access to Single Sign on to simplify user management
- Access to Visitor and Customer Engagement with five Keywords to allow large groups of people to opt-in to a database by texting a keyword. Maximum of 50,000 SMS Notifications per year
- Integrated GIS/Map-based, rule-based, group-based, or individual contact selection Ability to send standard, polling, or on the-fly 'One-Touch' Conference Call messages
- One-screen broadcast creation workflow to speed message creation and reduce human error
- Everbridge Network to access situational intelligence & notifications shared by other public and private groups
- Publish notifications directly Facebook and Twitter and Websites and services that support API access via HTTPS using 'Web Posting'
- Publish notifications directly to the Smartphones of residents and employees via Everbridge Mobile app
- Contact filtering based on custom criteria
- Map-based drawing and selection tools and imported shape files (e.g. Google Maps, Bing Maps, ESRI)
- Automatic address geo-coding for contacts
- Organization specific customizable caller ID, greetings, and broadcast settings
- Multi-language Text to Speech Engine and Custom Voice Recording
- Real-time reporting for improved situational awareness and easier after-action analysis
- Five (5) Live Operator Message Initiations per year
- Interactive Dashboard for Organizational Activity Summary Audio Bulletin Board
- Unlimited Notification Templates
- Self-service Single Contact Record Adjustments, Contact Import via CSV Upload and via Contact API Bulk Contact Management Automation via Secure FTP
- Active Shooter, Shelter in Place, Evacuation Order and Crisis Response Team (CMT) Bridge Activation, Workplace Violence Emergency, Vehicle accident on building grounds, Employee Check in, SOS/Panic Initiated, and Safe Corridor initiated message guides

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-11-11-0253-000	Term License - Safety Connection Pro for Higher Education (Minimum dollar value per single order is no less than $8,564.23 or 188 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	$45.78	$8,564.23

Term License-Concur Travel Connector for Safety Connection - RENEWAL ONLY - 100-80-11-9050-000

The Concur Travel Connector allows organizations to integrate their Concur travel itineraries with the Everbridge Safety Connection product. The itineraries will update dynamic locations of employees and provide security teams with the ability to communicate and respond to impacted employees in case of location-based emergencies.

Term License-ISOS Connector for Safety Connection - RENEWAL ONLY - 101-11-11-1086-000

The integration between Safety Connection and International SOS TravelTracker enables organizations to quickly locate employees based on their travel itineraries and reach them using the best available contact information.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-80-11-9050-000	Term License - Concur Travel Connector for Safety Connection-Renewal Only	YR	$2,141.06	$2,141.06
511210	Everbridge, Inc	101-11-11-1086-000	Term License - ISOS Connector for Safety Connection-Renewal Only	YR	$8,564.23	$8,564.23

Term License-Everbridge Critical Event Management (CEM) for Mobility - RENEWAL ONLY - 100-80-11-9069-000

Everbridge Critical Event Management (CEM) for Mobility aggregates thousands of the most trustworthy data sources with an experienced team of analysts to empower organizations to proactively monitor and mitigate risk. The solution provides powerful visualization and orchestration for managing critical events used in organizational functions such as security, business continuity, supply chain and operations to mitigate or eliminate the impact of risk. Through risk event correlation with assets, targeted real-time alerting, organizations can proactively monitor and analyze incidents and events

worldwide, dramatically increasing the ability to respond to risks that threaten people, assets, operations, and organizations – locally and globally. CEM for Mobility allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. Everbridge Safety Connection™ helps businesses and organizations quickly locate and communicate with their people. The solution aggregates geo-location data from multiple systems so you can reach out to those employees, contractors or visitors who are potentially at risk. Combining physical access control, mobile application, network access and other location-aware data. The solution is supported by state-of-the-art security protocols, elastic infrastructure, advanced mobility, interactive reporting and analytics, adaptive people and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options.

Key Capabilities Include:

- Unlimited email notifications
- Unlimited Everbridge mobile app push notifications
- Unlimited usage of Secure Collaboration mobile app encrypted communications
- Global Messaging Credits equal to 10% of the aggregate license fee paid (Each voice call is charged ten Global Messaging Credits per recipient and each SMS message is charged five Global Messaging Credits per recipient)
- Includes Everbridge Risk Center
- Includes Everbridge Mass Notification Pro
- Includes Everbridge Visual Command Center
- Access to Single Sign On to simplify user management
- Three (3) Organization with unlimited nested static and dynamic groups
- One (1) Contact Data Location
- Self-service configuration: severity/distance/category
- Acknowledge Alerts; Add Notes to Alerts; Assess Context with Alert Selected; Hide All Alerts, Reinstate Alerts; Select Multiple Alerts and Perform Actions on Selected Alerts, Snooze Alerts
- Show Distance from Alert to Assets View Alert Log
- View Details on Related Assets
- Filter Alerts using a Map Query, Search, Timeline
- View Acknowledged and Snoozed Alerts
- Data feeds
- Custom branded opt-in portal with custom fields and opt-in subscriptions Flexible role-based access controls to manage user permissions
- Access to Real-Time Dashboard, Notifications Library, Everbridge Universe, and Custom Reporting Access to Incident Management to automate incident communication workflows
- Access to Incident Chat for responders to coordinate and collaborate Access to SmartConference audio conference bridging
- Access to Secure Collaboration mobile functionality for chat and texting with one colleague or a group from mobile phones and desktops
- Access to Visitor and Customer Engagement with five Keywords to allow people to opt-in to a database using keywords
- Access to Email Ingestion or EB Open Broadcast API to distribute up to 100 annual multi-modal notifications
- Access to Real-Time Dashboard, Notifications Library, Everbridge Universe, and Custom Reporting Access to Everbridge

- Mobile Application with SOS, Check-in, Emergency Call, and Safe Corridor, and custom mobile tiles functionality
- Contact profiles with location and timestamped attributes including ‘last known’ location and ‘expected’ location data
- Send targeted notifications based on ‘last known’ location or other contact attributes
- Easily place your physical assets (buildings, places of interest…) directly on the Everbridge Universe map
- Upload location aware data from access control systems, network systems, etc.
- Mobile app check-in functionality that allows users to provide their geo location
- Mobile app SOS functionality to automate outreach to predefined contacts
- Mobile app Safe Corridor functionality that requires check-in and location monitoring capabilities within a specific geographic area
- Apple Watch mobile app functionality
- Notification escalation to automatically send a notification to the next person or group if there is no confirmation Integrated
- GIS/Map-based, rule-based, group-based, or individual contact selection
- Ability to send standard, polling, or on-the-fly ‘One-Touch’ Conference Call messages with 4 Conference Bridge Codes
- Unlimited Notification Templates and one-screen broadcast creation workflow to speed message creation and reduce human error
- Everbridge Network to access situational intelligence & notifications shared by other public and private groups
- Publish notifications directly to Websites and services that support API access via HTTPS using ‘Web Posting’
- Publish notifications directly to the Smartphones of residents and employees via the Everbridge Mobile app
- Contact filtering based on custom criteria and automatic address geo-coding for contacts
- Access to Location Based Tracing in the platform and Proximity Based Tracing via the Everbridge Mobile Application
- Map-based drawing and selection tools and imported shape files (e.g. Google Maps, Bing Maps, ESRI)
- Organization specific customizable caller ID, greetings, and broadcast settings
- Multi-language Text to Speech Engine and Custom Voice Recording
- Real-time reporting for improved situational awareness and easier after-action analysis
- Self-service Single Contact Record Adjustments, Contact Import via CSV Upload and via Contact API or via Secure FTP
- Audio Bulletin Board
- 5 Live Operator Message Initiations per year
- Globally Local Calling for faster communications using local/regional message initiation
- Dynamic Caller ID with local number per country or broadcast and International Long and Short Codes for SMS delivery
- User interface localization in multiple languages

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-80-11-9069-000	Term License - CEM for Mobility-Renewal Only (Minimum dollar value per single order is no less than $175,566.75 or 1000 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	$175.57	$175,566.75

Term License-Additional CALs (10 Pack) - 100-80-11-9051-000

Consists of additional contacts, assets, and locations that can be added to Everbridge Critical Event Management (CEM) 360, Everbridge Critical Event Management (CEM) for Safety and Continuity, or Everbridge Critical Event Management (CEM) for Safety and Continuity.

Term License-Additional CALs (25 Pack) - 100-80-11-9052-000

Consists of additional contacts, assets, and locations that can be added to Everbridge Critical Event Management (CEM) 360, Everbridge Critical Event Management (CEM) for Safety and Continuity, or Everbridge Critical Event Management (CEM) for Safety and Continuity.

Term License-Additional CALs (50 Pack) - 100-80-11-9053-000

Consists of additional contacts, assets, and locations that can be added to Everbridge Critical Event Management (CEM) 360, Everbridge Critical Event Management (CEM) for Safety and Continuity, or Everbridge Critical Event Management (CEM) for Safety and Continuity.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-80-11-9051-000	Term License - Additional CALs (10 Pack) (One-Time Annual Fee)	Pack	$6,423.17	$6,423.17
511210	Everbridge, Inc	100-80-11-9052-000	Term License - Additional CALs (25 Pack) (One-Time Annual Fee)	Pack	$14,452.14	$14,452.14
511210	Everbridge, Inc	100-80-11-9053-000	Term License - Additional CALs (50 Pack) (One-Time Annual Fee)	Pack	$27,298.49	$27,298.49

Term License-VCC Channels - 100-80-11-9054-000

Visual Command Center Channels are designed to deliver the right information to the right people during a critical event or when your organization needs to understand the current risk environment. Visual Command Center Channels assist stakeholders inside and outside a command center, enabling collaboration and communicating salient details. Dashboard-like displays help teams gain better situational awareness and manage critical events. Visual Command Center Channels includes a suite of view-only Channels, which can be displayed on large screen monitors or mobile devices like a tablet.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-80-11-9054-000	Term License - VCC Channels	YR	$8,564.23	$8,564.23

Term License-Everbridge Crisis Management - 100-12-11-0257-000

Everbridge Crisis Management orchestrates all crisis response activities, teams and resources to accelerate critical event recovery times and allow organizations to continue to deliver on their brand promises with the least possible impact to life safety, revenue and reputation.

Key Capabilities Include:

- One (1) additional Organization
- Unlimited response plans
- Custom branded portal with custom fields
- Flexible role-based access controls to manage user permissions
- Access to Everbridge Universe and Custom Reporting
- Mobile Application – With interactive mobile task lists, alerting, document access
- Web Collaboration - With customized task lists depending on role and type or incident; task status updates; situation reports, Log and To Do lists
- Plan Management - Central repository of plans and tasks
- Dashboard - Real-time event dashboard showing all open and complete tasks
- Dynamic Task Management - Task manager to automate task assignment and add tasks on-the-fly
- Automated Escalation - Notification/task escalation to automatically send a notification/task to the next person or group if there is no confirmation
- Reporting - Real-time reporting for improved situational awareness and easier after-action analysis
- Auditing – Detailed event logging for all tasks and communication
- Response Plan Templates - Safety, Security, Natural, Facility response plan templates
- Exercise Mode – Launch critical events in exercise mode to support training drills and table top exercises
- Impact Tracker – Leverage the form to collect intake information and show full visibility into asset status
- Form Builder – Create custom forms such as ICS or SITREP with auto-population, conditional logic, to generate event reports and surveys

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-12-11-0257-000	Term License - Crisis Management (Minimum dollar value per single order is no less than $34,256.93 or 2500 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	$13.70	$34,256.93

Term License-Everbridge JARVISS

JARVISS provides one platform where senior leaders, antiterrorism officers, law enforcement personnel, and emergency managers can identify relevant threats, gain context around each threat to understand its importance, identify all assets that could be affected, and act to avoid or mitigate the impact of a risk event. A common operating picture will enable your teams to protect your interests when faced with a critical event.

Core Platform Access

Named Users based on License User Types:

- **Full License**: Access to Dashboards, Threat Reporting Tab, Workspace Tab, Reports Tab, Assets Tab, Support Tab, and Mobile Application.
- **Limited License:** Access to Dashboards, Threat Reporting Tab, and Support Tabs. The ability to submit reports and receive threat notifications, incident reports and Mobile application.
- **Concurrent License:** Access to the system by an organization that requires more than one user to log in to the system on the same account. A concurrent user license shall have all the features available to a full user and system login times of up to 12 hours.
- **Admin License:** User with administrative rights to the system will have a full user license with the ability to authorize new user accounts, delete old accounts, lock accounts, and delete posted content. Additionally, the administrator will have the ability to audit accounts and retrieve an activity report for users.

Key Features

- RISK INTELLIGENCE

- Risk Intelligence Provided by RIMC
- Weather:
- Hurricane historical and forecasted swath and path
- Radar (current radar only available for North America, Europe, Japan and Australia)
- Storm Surge Models (US)
- Earthquakes (Global)
- Social Media Feed (Separate Purchase Required)

• ALERT FUNCTIONALITY

- Risk Profile by Command: distance/category
- Email and mobile push notifications for Alerts
- Operator entered Incidents
- Add attachments to incidents
- Assess Context with incident Selected
- Show distance from Incident to Assets
- View Details on Related Assets
- Filter Incidents:
- Filter Incidents using Category
- Filter Incidents using Date
- Filter Incidents using Map Query
- Filter Incidents using Search

• CONTEXTUAL DATA

- Points of Interest (US)
- Crime Data (US)
- County Demographic Data (US)
- All Public and Private School locations (US)
- Emergency Management Points of Interest – Hospitals, Fire Stations, Emergency Services, FEMA (US)
- Energy Infrastructure (US)
- Global Geographic Boundaries
- Global Historic Terrorism Incidents
- Global US Diplomatic Missions
- Government (US)
- Hurricane Evacuation Routes (US)
- Law Enforcement (US)
- Media – TV and Radio Stations (US)
- Political Data – Statehouse, Congressional Offices (US)
- Transportation – Roads, Rails and Airports (US)
- Telecommunications – Cable, Mobile towers, Telephony Networks (US)
- Traffic Conditions (flow) (Global)
- US Military Locations (Global)

• ASSET DATA

- Upload and style point-based assets
- Define Asset Status

• MOBILE APPLICATION

- Supported on iOS and Android devices
- DISA approved for iOS
- View incidents
- Receive incident push notification Alerts
- Receive chat push notifications (Android)
- Operator entered incidents

• TIMELINE FEATURES

- Custom Date Range
- Fit to Current Day
- Fit to Current Hour
- Fit to Current Month
- Fit to Current Week
- Mouse Scroll Wheel to Zoom
- Resize Timeline
- Timeline Charts
- View/Hide

• MENU ITEMS

- Tools and Preferences:
- Alert Sound
- Export Map Image (Save Snapshot)
- Full Screen
- Lat/Long Sensor
- Map Annotation
- Bookmark View
- Map Filters/Map Queries:
- Circle
- Rectangle
- Polygon
- Create multiple queries
- Create Labels
- Create Pushpins
- Measure Distance
- Restore Default View
- Saved Projects
- Scale Bar
- Reports:
- PDF Reports

- Incident Reports
- Facility Reports
- Proximity Reports
- Export to Excel

• OTHER CAPABILITIES

- User Administration
- User Enrollment Workflow
- Export Users List

- AREA ISOLATION
  - Asset Tab
  - Buffers
  - Chat
  - Heat Maps
  - Navigation:
  - Mouse Scroll Wheel to Zoom
  - Searching:
  - Address/Point of Interest
  - Retain Search Results on Map with Other Feeds
  - Special Events Tab
  - Support Tab

• MAP VIEWS

- Aerial
- Hybrid
- Road
- Whiteboard
- Blackboard

Term License-Pilot (101-12-11-0265-000):

Six weeks of access to the JARVISS platform to include threat notification, incident management, threat reporting, asset assessment, mobile applications, and workspace contextual layers. Limited to no more than 25 users and creation of one risk profile.

Named Users based on License User Types:

Term License-Full User License (101-12-11-0261-000): Access to Dashboards, Threat Reporting Tab, Workspace Tab, Reports Tab, Assets Tab, Support Tab, and Mobile Application.

Term License-Limited User License (101-12-11-0262-000): Access to Dashboards, Threat Reporting Tab, and Support Tabs. The ability to submit reports and receive threat notifications, incident reports and Mobile application.

Term License-Concurrent License (101-12-11-0263-000): Access to the system by an organization that requires more than one user to log in to the system on the same account. A concurrent user license shall have all the features available to a full user and system login times of up to 12 hours.

Term License-Admin License (101-12-11-0264-000): User with administrative rights to the system will have a full user license with the ability to authorize new user accounts, delete old accounts, lock accounts, and delete posted content. Additionally, the administrator will have the ability to audit accounts and retrieve an activity report for users.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-12-11-0264-000	Term License - JARVISS Admin. User License (Per user/contact)	User	$1,712.85	$1,712.85
511210	Everbridge, Inc	101-12-11-0263-000	Term License - JARVISS Concurrent User License (Per user/contact)	User	$3,012.59	$3,012.59
511210	Everbridge, Inc	101-12-11-0261-000	Term License - JARVISS Full User License (per user/contact)	User	$1,712.85	$1,712.85
511210	Everbridge, Inc	101-12-11-0262-000	Term License - JARVISS Limited User License (per user/contact)	User	$110.83	$110.83
511210	Everbridge, Inc	101-12-11-0265-000	Term License - JARVISS Pilot (Fixed package) (One-Time Fee)	EA	$25,264.48	$25,264.48

Term License-Custom from Email Address - 101-04-11-1072-000

This premium feature enables a client to use a custom FROM EMAIL address in all notifications sent from the Everbridge platform instead of the default FROM EMAIL address used by the Everbridge application. The Everbridge application will use the Custom from Email Address in all notifications and administrative emails such as Forgot Password emails. This feature may benefit clients who: 1) require all emails entering client network to contain a client domain in the FROM EMAIL parameter; 2) who require the FROM EMAIL address in all emails to contain a static (unchanging) value; or, 3) are experiencing low confirmation rates from notification recipients who will not open or respond to emails from unknown sources.

Key Capabilities Include:

- A client can implement the same Custom from Email Address in all Organizations or can implement a different Custom from Email Address for each Organization.
- Relies on client domain or subdomain SPF record.
- Client must own Internet domain or subdomain used in Custom from Email Address.

- Client must manage DNS records for domain or subdomain used in Custom from Email Address.
- Client can use the same Custom from Email Address in all Everbridge Suite Organizations.
- Client can use a different Custom from Email Address in each Everbridge Suite Organization.

Term License-Everbridge Hosted Email Domain - RENEWAL ONLY - 101-01-11-1035-000

This premium feature provides an email subdomain which Everbridge hosts for a customer's notifications.

Term License-Everbridge IPAWS Notification - 101-01-11-1002-000

Through integration with FEMA, this premium feature allows authorized clients to send alerts to the IPAWS gateway (EAS, WEA, etc.).

Term License-Premium Audio Bulletin Board - 101-01-11-1087-000

This premium feature enables alert recipients to retrieve an audio message at their convenience. It is similar to a voice mail system: you leave a message and others retrieve the message. Includes access to one dedicated toll-free number for message retrieval.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-04-11-1072-000	Term License - Custom From Email Address (One-Time Annual Fee)	EA	$2,141.06	$2,141.06
511210	Everbridge, Inc	101-01-11-1035-000	Term License - Everbridge Hosted Email Domain-Renewal Only	YR	$2,997.48	$2,997.48
511210	Everbridge, Inc	101-01-11-1002-000	Term License - Everbridge IPAWS Notification	YR	$856.42	$856.42
511210	Everbridge, Inc	101-01-11-1087-000	Term License - Premium Audio Bulletin Board	YR	$6,423.17	$6,423.17

Term License-Everbridge CareConverge - 101-94-11-0247-000; 101-94-11-0201-000; and 101-94-11-0203-000

Everbridge's CareConverge for Hospitals allows care teams to coordinate multiple clinicians, technicians, and staff across multiple locations and schedules to respond to the needs of patients efficiently and effectively, leading to increased response times, quality, and patient satisfaction.

Key Capabilities

- Unlimited Incident Templates
- Multimodal delivery capabilities to phones, Email, SMS, Push Notifications

• Incident templates with different messages & delivery settings based on each notification phase or time of day
• Notification escalation to automatically send a notification to the next person or group if there is no confirmation
• Dynamic contact path preferences based on time of day
• Dynamic contact path preferences based on individual preferences
• Ability to send standard, polling, or on-the-fly 'one-touch' conference call notifications
• Multi-step workflow that prompts users to add required incident details
• Incident communication logging for all broadcast and confirmations
• Incident journal to capture additional details not included in incident communications
• Communication broadcasts and confirmations include audit trails and timestamps
• Search across incidents using status, user, type and date
• Real-time incident dashboard for operators showing all open incidents
• Unlimited individual on-call schedules for on-call Registered End-users
• Ability to set minimum staffing requirements and view shifts to see if these requirements have been met.
• Ability to assign shift quotas based on certification and skill.
• Configurable automatic shift rotation.
• Mobile schedule management
• Ability to import/export schedules from other systems via .ics.
• Scenario manager to send different messages to different audiences
• Unlimited access to Everbridge secure communication platform (Secure Collaboration) for Registered Endusers1
• Video calling for telemedicine
• Image sharing
• Text messaging
• Group messaging
• Voice calls using VOIP
• Mobile device access
• Desktop access
• Quick Registration
• Incident chat
• Customizable directories
• Standard reports as well as flexible custom reporting capability
• Audit conversation history

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-94-11-0247-000	Term License - CareConverge for Hospitals up to 149 beds	YR	$15,329.97	$15,329.97

511210	Everbridge, Inc	101-94-11-0201-000	Term License - CareConverge for Hospitals for 150 - 599 beds (Minimum dollar value per single order is no less than 150 beds. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum beds.)	Bed	$303.17	$45,476.07
511210	Everbridge, Inc	101-94-11-0203-000	Term License - CareConverge for Hospitals for 600 or more beds (Minimum dollar value per single order is no less than 600 beds. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum beds.)	Bed	$264.63	$158,780.86

Term License-Everbridge Supply Chain Module - 100-80-11-9013-000

The Visual Command Center Supply Chain Module is an add-on to Visual Command Center that helps businesses and organizations quickly identify potential threats to their supply chain assets and provides tools to assess and take action to mitigate impacts. The Supply Chain Module alerts organizations about potential threats to routes and route stops using a combination of asset and risk event data visualized via a map-based interface. The Supply Chain Module then provides capabilities to quickly assess and take action on risk events that pose a threat using contextual data and integration into Incident Communication, Crisis Management, and collaboration capabilities via the Everbridge suite. Using the Visual Command Center Supply Chain Module, organizations are able to be more proactive when managing critical events which helps them keep their supply chain safe and operational.

Visual Command Center Pro and Risk Center is required to use the Supply Chain Module – All supply chain functionality is delivered directly within the Visual Command Center user interface.

Key Capabilities Include:

- Access to Supply Chain assets (stops, routes, and origin-destination pairs) via the Operator Console
- Access to Supply Chain-specific contextual data
- Leverages the Customer's existing Visual Command Center Contact and Asset Data Stores
- Access to Visual Command Center "Manage Supply Chain" feature to load supply chain assets
- Visualization of supply chain stops, routes, and O-D pairs
- Supply Chain Data Pack:
    - Global Ports
    - Rail Lines (North America)
    - Global Shipping Lanes
- Supply Chain Asset Types:
    - Route Stops
    - Origin-Destination Pairs

- Routes

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-80-11-9013-000	Term License - Supply Chain Module	YR	$42,821.16	$42,821.16

Term License-Alertus Urgent Alerts - 101-01-11-1037-000

When communicating across your organization, sending critical information to your workforce quickly and effectively requires multiple delivery channels. Everbridge's Urgent Desktop™ delivers alerts to your workforce's computer screens in seconds; to ensure timely delivery, high visibility and optimal impact of your messages. Urgent Desktop delivers emergency notifications in a rapid and reliable way.

Key Capabilities Include:

- Visibly overrides existing computer screens to display urgent notifications; the recipient must acknowledge the alert before resuming any activity on their computer
- Customizable to include your organization's logo to confer a trusted voice
- Alert confirmations and acknowledgement reporting
- Simple, scalable implementation with hands-on expert support

Term License-Alertus Premier Desktop & Digital Signage Client - 101-01-11-1038-000

Includes all of the capabilities of Alertus Urgent Alerts, users of Everbridge's Premier Desktop & Digital Signage Client plus the following Key Capabilities:

- Ability to send notification to devices other than computers, such as digital signage
- Multimedia notification
- Map-based notification targeting
- ThreatWatcher RSS feed from the National Oceanic and Atmospheric Administration (NOAA)

Term License-Alertus VOIP Notifications - 101-01-11-1039-000

Allows organizations to send emergency notifications to all phones in a defined paging group.

- Alert plays a recorded message or an audio tone over phone's speaker until canceled
- Stationary or scrolling text can be displayed
- Audible tone plays over ongoing calls, does not disrupt calls in progress

Term License-Everbridge Connector for Alertus - 101-01-11-1079-000

Connector which allows mutual clients of Alertus and Everbridge to integrate the two systems so that an Everbridge notification can be published to all Alertus profiles.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-01-11-1038-000	Term License - Alertus Premier Desktop & Digital Signage Client - Includes Alertus Urgent Alerts	YR	$4,710.33	$4,710.33
511210	Everbridge, Inc	101-01-11-1037-000	Term License - Alertus Urgent Alerts	YR	$2,141.06	$2,141.06
511210	Everbridge, Inc	101-01-11-1039-000	Term License - Alertus VOIP Notifications	YR	$7,279.60	$7,279.60
511210	Everbridge, Inc	101-01-11-1079-000	Term License - Everbridge Connector for Alertus	YR	$2,141.06	$2,141.06

Term License-SLG Premium Audio Bulletin Board - 101-01-11-1099-000

The Premium Audio Bulletin Board is a feature that enables the constituents to retrieve an audio message at their convenience. It is similar to a voice mail system, and the premium option assigns a dedicated inbound phone number and remove prompt for OrgID. This feature requires one of the following products: Mass Notification Base, Mass Notification Standard, Mass Notification Pro, Safety Connection Base, Safety Connection Pro, Critical Event Management for Safety and Continuity, Critical Event Management for Mobility, or Critical Event Management 360.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-01-11-1099-000	Term License - SLG Premium Audio Bulletin Board	YR	$1,284.63	$1,284.63

Term License-Smart Conference 10 Additional Bridge Lines - 100-04-11-1106-000

Smart Conference 10 Additional Bridge Lines allows the customer to add 10 additional bridge lines to the Smart Conference. This feature requires one of the following products: Incident Communication, Mass Notification Standard, Mass Notification Pro, Safety Connection Pro, Critical Event Management for Safety and Continuity, Critical Event Management for Mobility, or Critical Event Management 360.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-04-11-1106-000	Term License - Smart Conference 10 Additional Bridge Lines (One-Time Fee)	EA	$856.42	$856.42

Everbridge Software-Related Services

Everbridge leverages proven methodologies and domain expertise, honed through more than 1,000 deployments worldwide. We work with you to address the unique challenges of strategic communications within your organizational structure, your operational requirements, and specific training needs. Choose from bundled packages or customized options designed to meet your individual specifications.

Term License-TAM (20 Hours per Month) - 101-00-11-8702-000

- 20 Hours per Month of remote technical account management services geared to help customer obtain more value out of the products and features they have deployed or yet to deploy. These hours do not roll out month to month.

Term License-TAM (40 Hours per Month) - 101-00-11-8703-000

- 40 Hours per Month of remote technical account management services geared to help customer obtain more value out of the products and features they have deployed or yet to deploy. These hours do not rollover month to month.

Term License- Dedicated TAM (Recurring)- 101-00-11-8704-000

- Dedicated Technical Account Manager that is located onsite or remote to provide full-time service support geared to help customer obtain more value out of the products and features they have deployed or yet to deploy. 40 hours/week. These hours expire weekly.

Term License- Consulting Services - Per Hour (Remotely Delivered) - 101-00-22-8301-000

Term License-ProServe - CareConverge Base Deployment for 149 or fewer Beds - Healthcare - 101-00-22-8612-000

Implementation of CareConverge Base for 149 or fewer Beds, with up to 22 hours remote consulting.

Term License-ProServe - CareConverge Standard Deployment for 150 - 599 Beds - Healthcare - 101-00-22-8613-000

Implementation of CareConverge Standard for 150-599 Beds, with up to 50 hours remote consulting.

Term License-ProServe - CareConverge Pro Deployment for 600 or more Beds - Healthcare - 101-00-22-8614-000

Implementation of CareConverge Pro for 600 or more Beds, with up to 88 hours remote consulting.

Term License-ProServe - Mass Notification Base Deployment - Higher Education - 101-00-22-8608-000

Implementation of Mass Notification Base for Higher Education.

Term License-ProServe - Mass Notification Pro Deployment - Higher Education - 101-00-22-8609-000

Implementation of Mass Notification Pro for Higher Education.

Term License-ProServe - Safety Connection Base Deployment - Higher Education - 101-00-22-8610-000

Implementation of Safety Connection Base for Higher Education.

Term License-ProServe - Safety Connection Pro Deployment - Higher Education - 101-00-22-8611-000

Implementation of Safety Connection Pro for Higher Education.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-00-11-8702-000	Term License - TAM - 20 Hours per Month (Recurring) (One-Time Installation Fee)	EA	$51,385.39	$51,385.39
511210	Everbridge, Inc	101-00-11-8703-000	Term License - TAM - 40 Hours per Month (Recurring) (One-Time Installation Fee)	EA	$102,770.78	$102,770.78
511210	Everbridge, Inc	101-00-11-8704-000	Term License - Dedicated TAM (Recurring) (One-Time Installation Fee)	YR	$256,926.95	$256,926.95
511210	Everbridge, Inc	101-00-22-8301-000	Term License - Consulting Services - Per Hour (Remotely Delivered)	HR	$278.34	$278.34
511210	Everbridge, Inc	101-00-22-8612-000	Term License - ProServe - CareConverge Base Deployment for 149 or fewer Beds - Healthcare (One-Time Installation Fee)	EA	$5,652.39	$5,652.39
511210	Everbridge, Inc	101-00-22-8613-000	Term License - ProServe - CareConverge Standard Deployment for 150 - 599 Beds - Healthcare (One-Time Installation Fee)	EA	$14,079.60	$14,079.60
511210	Everbridge, Inc	101-00-22-8614-000	Term License - ProServe - CareConverge Pro Deployment for 600 or more Beds - Healthcare (One-Time Installation Fee)	EA	$24,459.45	$24,459.45
511210	Everbridge, Inc	101-00-22-8608-000	Term License - ProServe - Mass Notification Base Deployment - Higher Education (One-Time Installation Fee)	EA	$4,624.69	$4,624.69
511210	Everbridge, Inc	101-00-22-8609-000	Term License - ProServe - Mass Notification Pro Deployment - Higher Education (One-Time Installation Fee)	EA	$8,941.06	$8,941.06

511210	Everbridge, Inc	101-00-22-8610-000	Term License - ProServe - Safety Connection Base Deployment - Higher Education (One-Time Installation Fee)	EA	$6,166.25	$6,166.25
511210	Everbridge, Inc	101-00-22-8611-000	Term License - ProServe - Safety Connection Pro Deployment - Higher Education (One-Time Installation Fee)	EA	$10,996.47	$10,996.47

Term License-Resident Connection Life Safety – USA - 101-00-11-0246-000

Everbridge's Resident Connection Life Safety helps public authorities in the United States reach more of their communities in times of crisis and distribute life-saving communications. Having a direct connection to your community enables you to stay ahead of critical public safety issues and protect the lives of those who count on you. Resident Connection helps make it easier for public safety and emergency managers to reach more of their citizens in their jurisdiction – before, during, and after an incident occurs. This data source is seamlessly integrated within Everbridge Mass Notification and contains Wireless, Landline and VOIP delivery methods for Residents and businesses within your jurisdiction.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-00-11-0246-000	Term License - Resident Connection Life Safety-USA: Monthly Contact Data Update for State and Local Government (Minimum dollar value per single order is no less than $4,282.12 or 55556 contacts, whichever is greater.)	Contact	$0.08	$4,282.12

Term License-Business Operations Advanced - 100-30-30-0003-000

Everbridge Business Operations aggregates thousands of the most trustworthy data sources with an experienced team of analysts to empower organizations to proactively monitor and mitigate risk. The solution provides powerful visualization and orchestration for managing critical events used in organizational functions such as security, business continuity, supply chain and operations to mitigate or eliminate the impact of risk. Through risk event correlation with assets, targeted real-time alerting, organizations can proactively monitor and analyze incidents and events worldwide, dramatically increasing the ability to respond to risks that threaten people, assets, operations, and organizations – locally and globally. Everbridge Business Operations allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. The solution is supported by state-of-the-art security protocols, elastic infrastructure, advanced mobility, interactive reporting and analytics, adaptive people and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options.

Key Capabilities Include:

- 20 Named Users (additional Named Users can be purchased)
- 50 Asset Types
- 50 Custom Attributes Per Asset or Contact Type
- Additional Alertable Assets can be purchased
- Everbridge end-to-end Critical Event Management (CEM) workflow: Assess - Locate - Act Analyze with integrated CEM Risk Intelligence, Correlation, Automation, and Orchestration
- Embeds Everbridge Risk Intelligence and predefined Notification Workflows in the Visual Command Center user experience
- Everbridge mobile app for push notifications
- Single Sign on to simplify user & contact access and authentication management
- One (1) production Organization with unlimited nested static and dynamic groups and Everbridge Elastic Infrastructure for message delivery; and one (1) staging or testing Organization
- One (1) Contact Data Store Location per Organization
- Unlimited Administrators for Web-based portal to initiate messages, reporting, and administration
- Unlimited Administrators for ManageBridge Application (iOS, Android) and Mobile Optimized Notification Site
- Unlimited Notification and Incident templates
- 4 Smart Conference Bridge lines (subject to regional availability)
- Live Operator Message Initiations on your behalf should your ability to use the internet be interrupted
- Risk and Contextual Data fee
- Critical Event Management communications capabilities
- Alert Actions: Acknowledge Alerts, Add Notes to Alerts, Assess Context with Alert Selected, Hide All Alerts, Reinstate Alerts, Select Multiple Alerts and Perform Actions on Selected Alerts, Show Distance from Alert to fixed Assets or Contacts, Snooze Alerts, View Alert Log
- Access to Real-Time Dashboard, Notifications Library, Everbridge Universe, and Custom Reporting Access to Incident Management to automate incident communication workflows
- Access to Secure Collaboration mobile functionality for chat and texting with one colleague or a group from mobile phones and desktops
- Add user-defined Risk Events, with location, category, and date/time
- Publish notifications directly to the desktops (desktop takeover, ticker, screensaver, RSS ticker, pop up alert) and smartphones of employees
- Publish notifications directly to Facebook and Twitter and websites and other services that support API access via HTTPS using Web Posting
- Critical Event Actions: Launch New Critical event, Add Alert to Existing Critical Event. Launch / Edit / Add / Update Task Lists, Launch / Add Incident Communications, View / Add Attached Documents, Add Notes

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-30-30-0003-000	Term License - Business Operations Advanced (Minimum dollar value per single order is no less than $101,914.36 or 150 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	$679.43	$101,914.36

Term License-Business Operations Essentials - 100-30-30-0001-000

Everbridge Business Operations aggregates thousands of the most trustworthy data sources with an experienced team of analysts to empower organizations to proactively monitor and mitigate risk. The solution provides powerful visualization and orchestration for managing critical events used in organizational functions such as security, business continuity, supply chain and operations to mitigate or eliminate the impact of risk. Through risk event correlation with assets, targeted real-time alerting, organizations can proactively monitor and analyze incidents and events worldwide, dramatically increasing the ability to respond to risks that threaten people, assets, operations, and organizations – locally and globally. Everbridge Business Operations allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. The solution is supported by state-of-the-art security protocols, elastic infrastructure, advanced mobility, interactive reporting and analytics, adaptive people and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options.

Key Capabilities Include:

- 5 Named Users
- 50 Asset Types
- 50 Customer Attributes per Asset or Contact Type
- Everbridge end-to-end Critical Event Management (CEM) workflow: Assess - Locate - Act - Analyze with integrated CEM Risk Intelligence, Correlation, Automation, and Orchestration
- Everbridge mobile app for push notifications
- Single Sign on to simplify user & contact access and authentication management.
- One (1) production Organization with unlimited nested static and dynamic groups and Everbridge Elastic Infrastructure for message delivery.
- One (1) Contact Data Store Location per Organization
- Unlimited Administrators for Web-based portal to initiate messages, reporting, and administration.
- Unlimited Administrators for ManageBridge Application (iOS, Android) and Mobile Optimized Notification Site
- Unlimited Notification and Incident templates
- 4 Smart Conference Bridge lines (subject to regional availability)
- Live Operator Message Initiations on your behalf should your ability to use the internet be interrupted.

- Risk and Contextual Data feeds
- Critical Event Management communications capabilities
- Alert Actions: Acknowledge Alerts, Add Notes to Alerts, Assess Context with Alert Selected, Hide All Alerts, Reinstate Alerts, Select Multiple Alerts and Perform Actions on Selected Alerts, Show Distance from Alert to fixed Assets or Contacts, Snooze Alerts, View Alert Log
- Access to Real-Time Dashboard, Notifications Library, Everbridge Universe, and Custom Reporting Access to Incident Management to automate incident communication workflows.
- Access to Secure Collaboration mobile functionality for chat and texting with one colleague or a group from mobile phones and desktops

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-30-30-0001-000	Term License - Business Operations Essentials (Minimum dollar value per single order is no less than $42,821.16 or 10 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	$4,282.12	$42,821.16

Term License-Business Operations Standard - 100-30-30-0002-000

Everbridge Business Operations aggregates thousands of the most trustworthy data sources with an experienced team of analysts to empower organizations to proactively monitor and mitigate risk. The solution provides powerful visualization and orchestration for managing critical events used in organizational functions such as security, business continuity, supply chain and operations to mitigate or eliminate the impact of risk. Through risk event correlation with assets, targeted real-time alerting, organizations can proactively monitor and analyze incidents and events worldwide, dramatically increasing the ability to respond to risks that threaten people, assets, operations, and organizations – locally and globally. Everbridge Business Operations allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. The solution is supported by state-of-the-art security protocols, elastic infrastructure, advanced mobility, interactive reporting and analytics, adaptive people and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options.

Key Capabilities Include:

- 20 Named Users (additional Named Users can be purchased)
- 50 Asset Types
- 50 Custom Attributes Per Asset or Contact Type
- Additional Alertable Assets can be purchased.

- Everbridge end-to-end Critical Event Management (CEM) workflow: Assess - Locate - Act - Analyze with integrated CEM Risk Intelligence, Correlation, Automation, and Orchestration
- Embeds Everbridge Risk Intelligence and predefined Notification Workflows in the Visual Command Center user experience.
- Everbridge mobile app for push notifications
- Single Sign on to simplify user & contact access and authentication management.
- One (1) production Organization with unlimited nested static and dynamic groups and Everbridge Elastic Infrastructure for message delivery; and one (1) staging or testing Organization.
- One (1) Contact Data Store Location per Organization
- Unlimited Administrators for Web-based portal to initiate messages, reporting, and administration.
- Unlimited Administrators for ManageBridge Application (iOS, Android) and Mobile Optimized Notification Site
- Unlimited Notification and Incident templates
- 4 Smart Conference Bridge lines (subject to regional availability)
- Live Operator Message Initiations on your behalf should your ability to use the internet be interrupted.
- Risk and Contextual Data feeds
- Critical Event Management communications capabilities
- Alert Actions: Acknowledge Alerts, Add Notes to Alerts, Assess Context with Alert Selected, Hide All Alerts, Reinstate Alerts, Select Multiple Alerts and Perform Actions on Selected Alerts, Show Distance from Alert to fixed Assets or Contacts, Snooze Alerts, View Alert Log
- Access to Real-Time Dashboard, Notifications Library, Everbridge Universe, and Custom Reporting Access to Incident Management to automate incident communication workflows.
- Access to Secure Collaboration mobile functionality for chat and texting with one colleague or a group from mobile phones and desktops
- Add user-defined Risk Events, with location, category, and date/time.
- Publish notifications directly to the desktops (desktop takeover, ticker, screensaver, RSS ticker, pop up alert) and smartphones of employees.
- Publish notifications directly to Facebook and Twitter and websites and other services that support API access via HTTPS using ‘Web Posting

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-30-30-0002-000	Term License - Business Operations Standard (Minimum dollar value per single order is no less than $81,360.20 or 150 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	$542.40	$81,360.20

Term License-People Resilience Essentials - 100-45-45-0001-000

Everbridge CEM for People Resilience helps organizations quickly locate and communicate with their people. The solution aggregate's geo-location data from HR (Human Resources) systems and the Everbridge Mobile app so you can reach out to those employees, contractors or visitors who are potentially at risk. Combining physical access control, mobile application, network access and other location-aware data to improve employee security and provide enhanced information about an employee's location to help keep people safe. The solution provides powerful visualization and orchestration for managing critical events used in organizational functions such as security, business continuity, supply chain and operations to mitigate or eliminate the impact of risk. Through risk event correlation with employees, travelers, assets and targeted real-time alerting, organizations can proactively monitor and analyze incidents and events worldwide, dramatically increasing the ability to respond to risks that threaten people, assets, operations, and organizations – locally and globally. Everbridge CEM for People Resilience allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. The solution is supported by state-of-theart security protocols, elastic infrastructure, advanced mobility, interactive reporting and analytics, adaptive people, and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options.

Key Capabilities Include:

- 5 Named Users
- 50 Asset Types
- 50 Custom Attributes per Asset or Contact Type
- Up to 5000 Alertable Assets can be purchased
- Everbridge end-to-end Critical Event Management (CEM) workflow: Assess - Locate - Act - Analyze with integrated CEM Risk Intelligence, Correlation, Automation, and Orchestration
- Embeds Everbridge Risk Intelligence and predefined Notification Workflows in the Visual Command Center user experience
- Everbridge mobile app for push notifications
- Single Sign on to simplify user & contact access and authentication management
- One (1) production Organization with unlimited nested static and dynamic groups and Everbridge Elastic Infrastructure for message delivery.
- One (1) Contact Data Store Location per Organization
- Unlimited Administrators for Web-based portal to initiate messages, reporting, and administration
- Unlimited Administrators for ManageBridge Application (iOS, Android) and Mobile Optimized Notification Site
- Unlimited Notification and Incident templates
- 4 Smart Conference Bridge lines (subject to regional availability)
- Live Operator Message Initiations on your behalf should your ability to use the internet be interrupted
- Access to Real-Time Dashboard, Notifications and Incidents Library, Everbridge Universe, and Custom Reporting
- Access to customizable mobile buttons
- Access to SOS, Safe Corridor, and Emergency Call in the Everbridge Mobile app to allow contacts to check in and the organization to automate outreach to predefined contacts and to require check-in and location monitoring capabilities within a specific geographic area
- Access to Private Incident Zones to geofence and communicate to people based on dynamic locations within a geofence
- Access to Everbridge Open REST API and Email Ingestion (Rate limits apply)

- Risk and Contextual Data feeds
- Critical Event Management communications capabilities
- Alert Actions: Acknowledge Alerts, Add Notes to Alerts, Assess Context with Alert Selected, Hide All Alerts, Reinstate Alerts, Select Multiple Alerts and Perform Actions on Selected Alerts, Show Distance from Alert to fixed Assets or Contacts, Snooze Alerts, View Alert Log
- Access to Secure Collaboration mobile functionality for chat and texting with one colleague or a group from mobile phones and desktops

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-45-45-0001-000	Term License - People Resilience Essentials (Minimum dollar value per single order is no less than $81,360.20 or 50 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	$1,627.20	$81,360.20

Term License-People Resilience Advanced - 100-45-45-0003-000

Everbridge CEM for People Resilience helps organizations quickly locate and communicate with their people. The solution aggregate's geo-location data from HR (Human Resources) systems and the Everbridge Mobile app so you can reach out to those employees, contractors or visitors who are potentially at risk. Combining physical access control, mobile application, network access and other location-aware data to improve employee security and provide enhanced information about an employee's location to help keep people safe. The solution provides powerful visualization and orchestration for managing critical events used in organizational functions such as security, business continuity, supply chain and operations to mitigate or eliminate the impact of risk. Through risk event correlation with employees, travelers, assets and targeted real-time alerting, organizations can proactively monitor and analyze incidents and events worldwide, dramatically increasing the ability to respond to risks that threaten people, assets, operations, and organizations – locally and globally. Everbridge CEM for People Resilience allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. The solution is supported by state-of-theart security protocols, elastic infrastructure, advanced mobility, interactive reporting and analytics, adaptive people, and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options.

Key Capabilities Include:

- 20 Named Users (additional Named Users can be purchased)
- 50 Custom Attributes Per Asset or Contact Type
- Everbridge end-to-end Critical Event Management (CEM) workflow: Assess - Locate - Act - Analyze with integrated CEM Risk Intelligence, Correlation, Automation, and Orchestration

- Embeds Everbridge Risk Intelligence and predefined Notification Workflows in the Visual Command Center user experience
- Everbridge mobile app for push notifications
- Single Sign on to simplify user & contact access and authentication management
- One (1) production Organization with unlimited nested static and dynamic groups and Everbridge Elastic Infrastructure for message delivery; and one (1) staging or testing Organization
- One (1) Contact Data Store Location per Organization
- Unlimited Administrators for Web-based portal to initiate messages, reporting, and administration
- Unlimited Administrators for ManageBridge Application (iOS, Android) and Mobile Optimized Notification Site
- Unlimited Notification and Incident templates
- 4 Smart Conference Bridge lines (subject to regional availability)
- Live Operator Message Initiations on your behalf should your ability to use the internet be interrupted
- Access to Real-Time Dashboard, Notifications and Incidents Library, Everbridge Universe, and Custom Reporting
- Access to customizable mobile buttons
- Access to SOS, Safe Corridor, and Emergency Call in the Everbridge Mobile app to allow contacts to check in and the organization to automate outreach to predefined contacts and to require check-in and location monitoring capabilities within a specific geographic area
- Access to Private Incident Zones to geofence and communicate to people based on dynamic locations within a geofence
- Access to Open Secure FTP for uploading data sets with 'last known' location data and Location Data Connectors (e.g. Lenel Connector for OnGuard Access Control System)
- Access to Everbridge Open REST API and Email Ingestion (Rate limits apply)
- Risk and Contextual Data feeds
- Critical Event Management communications capabilities
- Alert Actions: Acknowledge Alerts, Add Notes to Alerts, Assess Context with Alert Selected, Hide All Alerts, Reinstate Alerts, Select Multiple Alerts and Perform Actions on Selected Alerts, Show Distance from Alert to fixed Assets or Contacts, Snooze Alerts, View Alert Log
- Access to Secure Collaboration mobile functionality for chat and texting with one colleague or a group from mobile phones and desktops
- Add user-defined Risk Events, with location, category, and date/time
- Publish notifications directly to the desktops (desktop takeover, ticker, screensaver, RSS ticker, pop up alert) and smartphones of employees
- Publish notifications directly to Facebook and Twitter and websites and other services that support API access via HTTPS using Web Posting
- Critical Event Actions: Launch New Critical event, Add Alert to Existing Critical Event. Launch / Edit / Add / Update Task Lists, Launch / Add Incident Communications, View / Add Attached Documents, Add Notes

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-45-45-0003-000	Term License - People Resilience Advanced (Minimum dollar value per single order is no less than $130,176.32 or 200 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	$650.88	$130,176.32

Term License-People Resilience Standard - 100-45-45-0002-000

Everbridge CEM for People Resilience helps organizations quickly locate and communicate with their people. The solution aggregate's geo-location data from HR (Human Resources) systems and the Everbridge Mobile app so you can reach out to those employees, contractors or visitors who are potentially at risk. Combining physical access control, mobile application, network access and other location-aware data to improve employee security and provide enhanced information about an employee's location to help keep people safe. The solution provides powerful visualization and orchestration for managing critical events used in organizational functions such as security, business continuity, supply chain and operations to mitigate or eliminate the impact of risk. Through risk event correlation with employees, travelers, assets and targeted real-time alerting, organizations can proactively monitor and analyze incidents and events worldwide, dramatically increasing the ability to respond to risks that threaten people, assets, operations, and organizations – locally and globally. Everbridge CEM for People Resilience allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. The solution is supported by state-of-threat security protocols, elastic infrastructure, advanced mobility, interactive reporting and analytics, adaptive people, and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options.

Key Capabilities Include:

- 20 Named Users (additional Named Users can be purchased)
- 50 Custom Attributes Per Asset or Contact Type
- Everbridge end-to-end Critical Event Management (CEM) workflow: Assess - Locate - Act - Analyze with integrated CEM Risk Intelligence, Correlation, Automation, and Orchestration
- Embeds Everbridge Risk Intelligence and predefined Notification Workflows in the Visual Command Center user experience
- Everbridge mobile app for push notifications
- Single Sign on to simplify user & contact access and authentication management
- One (1) production Organization with unlimited nested static and dynamic groups and Everbridge Elastic Infrastructure for message delivery; and one (1) staging or testing Organization
- One (1) Contact Data Store Location per Organization
- Unlimited Administrators for Web-based portal to initiate messages, reporting, and administration

- Unlimited Administrators for ManageBridge Application (iOS, Android) and Mobile Optimized Notification Site
- Unlimited Notification and Incident templates 4 Smart Conference Bridge lines (subject to regional availability)
- Live Operator Message Initiations on your behalf should your ability to use the internet be interrupted
- Access to Real-Time Dashboard, Notifications and Incidents Library, Everbridge Universe, and Custom Reporting
- Access to customizable mobile buttons
- Access to SOS, Safe Corridor, and Emergency Call in the Everbridge Mobile app to allow contacts to check in and the organization to automate outreach to predefined contacts and to require check-in and location monitoring capabilities within a specific geographic area
- Access to Private Incident Zones to geofence and communicate to people based on dynamic locations within a geofence
- Location Data Connectors (e.g., Lenel Connector for OnGuard Access Control System)
- Access to Everbridge Open REST API and Email Ingestion (Rate limits apply)
- Risk and Contextual Data feeds
- Critical Event Management communications capabilities
- Alert Actions: Acknowledge Alerts, Add Notes to Alerts, Assess Context with Alert Selected, Hide All Alerts, Reinstate Alerts, Select Multiple Alerts and Perform Actions on Selected Alerts, Show Distance from Alert to fixed Assets or Contacts, Snooze Alerts, View Alert Log
- Access to Real-Time Dashboard, Notifications Library, Everbridge Universe, and Custom Reporting Access to Incident Management to automate incident communication workflows
- Access to Secure Collaboration mobile functionality for chat and texting with one colleague or a group from mobile phones and desktops
- Add user-defined Risk Events, with location, category, and date/time
- Publish notifications directly to the desktops (desktop takeover, ticker, screensaver, RSS ticker, pop up alert) and smartphones of employees
- Publish notifications directly to Facebook and Twitter and websites and other services that support API access via HTTPS using Web Posting

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-45-45-0002-000	Term License - People Resilience Standard (Minimum dollar value per single order is no less than $107,909.32 or 200 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	$539.55	$107,909.32

Term License-Resilience Insights - 100-80-11-9099-000

Everbridge Resilience Insights is an add-on to Everbridge's Critical Event Management (CEM) Suite. Everbridge Resilience Insights provides access to Everbridge's rich risk intelligence data to deliver actionable insights with precision, agility, and confidence.

Key Capabilities Include:

- A qualifying Critical Event Management (CEM) solution with Visual Command Center and Everbridge Suite are required to use Everbridge Resilience Insights.
- Named Users license for Resilience Insights are aligned with the Named User licenses for the qualifying CEM solution (additional Named Users can be purchased)
- Resilience Dashboards: Risk Events, Risk Alerts, Alert Action, and Response.
- Access to Risk Event, Risk Event and Alerts, Attempts, Incidents and Notification dimensions and measures
- View historical risk event or alert data to discover patterns, trends, and correlations in risks
- Review Alert and Incident response data to measure the effectiveness of communications and overall response to critical events
- Access to All Dashboards, Favorites, My Dashboard and Shared Dashboard folders
- Country, State, and City data mappings for Everbridge RIMC risk event feeds
- Allow users to copy, edit, and create new dashboards
- Share dashboards with other licensed users with Shared Dashboards
- Access to an UX component library containing configurable visualizations and tables that can be added, removed, and edited in dashboards
- Schedule the immediate or recurring delivery of reports of the configured dashboard
- Access to 24-months of historical risk event data

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-80-11-9099-000	Term License - Resilience Insights (Minimum dollar value per single order is no less than $17,128.46 or 150 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	$114.19	$17,128.46

Term License-Everbridge Travel Protector - 100-80-11-9103-000

Everbridge Travel Protector ™ helps organizations keep their people safe while traveling. Through risk event correlation with travelers and targeted real-time alerting, organizations can proactively monitor and analyze incidents and events worldwide, dramatically increasing the ability to respond to and mitigate risks that threaten business travelers – locally

and globally. Everbridge Travel Protector ™ allows users to send notifications to individuals or groups using lists, travel itinerary based locations, and visual intelligence. The solution is supported by state-of-the-art security protocols, elastic infrastructure, advanced mobility, interactive reporting and analytics, adaptive contact and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options. Below is a list of key system inclusions with your new Everbridge Travel Protector ™ system.

Key Capabilities Include:

- 5 Named Users for web-based portal to administer the system, initiate communications and access reports
- Up to 2 static locations per traveler
- Unlimited travel itinerary based dynamic locations
- Everbridge end-to-end Critical Event Management (CEM) workflow: Assess - Locate - Act - Analyze with integrated CEM Risk Intelligence, Correlation, Automation, and Orchestration
- Embeds Everbridge Risk Intelligence and predefined Notification Workflows in the Visual Command Center user experience.
- Everbridge mobile app for push notifications
- Single Sign on to simplify user & contact access and authentication management
- One (1) production Organization with unlimited nested static and dynamic groups and Everbridge Elastic Infrastructure for message delivery.
- One (1) Contact Data Store Location per Organization
- Unlimited Notification and Incident templates
- Access to Real-Time Dashboard, Notifications and Incidents Library, and Custom Reporting
- Access to the Everbridge Mobile app including SOS, Mobile Check-in, Emergency Call and ability to add Custom Buttons
- Access to Everbridge Open REST API (Rate limits apply)
- Ability to customize the email address that recipients will see for communications originating from Everbridge Travel Protector
- Itinerary ingestion using Travel Location data feed of travel itinerary information from travel management companies, online booking tools, airlines, accommodation providers, rail, and aggregators or manual import.
    - Temporary traveler contact record created if contact match cannot be made.
    - Travel locations creation based on travel itinerary**.**
- Risk and Contextual Data feeds
- Risk event correlation to travelers and proactive Alerting when a risk event is in proximity to either a traveler's current or planned trip location, up to the number of Travelers purchased
- Country/city intelligence reports with customizable content and risk ratings
- Alert Actions: Acknowledge Alerts, Add Notes to Alerts, Assess Context with Alert Selected, Hide All Alerts, Reinstate Alerts, Select Multiple Alerts and Perform Actions on Selected Alerts, Show Distance from Alert to fixed Assets or Contacts, Snooze Alerts, View Alert Log
- Critical Event Management communications capabilities

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-80-11-9103-000	Term License - Everbridge Travel Protector (Minimum dollar value per single order is no less than $43,163.73 or 10 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	$4,316.37	$43,163.73

Term License-Travel Protector Add On for CEM People Resilience - 100-80-11-9100-000

The Everbridge Travel Protector Add-On brings together the best of both worlds – travel risk management and critical event management within a single pane of glass. Through risk event correlation with employees, travelers, assets and targeted real-time alerting, organizations can proactively monitor and analyze incidents and events worldwide, dramatically increasing the ability to respond to risks that threaten people, assets, operations, and organizations – locally and globally. Everbridge Travel Protector allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. The solution is supported by state-of-the-art security protocols, elastic infrastructure, advanced mobility, interactive reporting and analytics, adaptive contact and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options.

Key Capabilities Include:

- Everbridge Travel Protector Add-On is enabled via your critical event management instance.
- Ability to customize the email address that recipients will see for communications originating from Everbridge Travel Protector
- Risk and Contextual Data feeds,
- Risk event correlation to travelers and proactive Alerting when a risk event is in proximity to either a traveler's current or planned trip location, up to the number of Travelers purchased.
- Country/city intelligence reports with customizable content and risk ratings
- Alert Actions: Acknowledge Alerts, Add Notes to Alerts, Assess Context with Alert Selected, Hide All Alerts, Reinstate Alerts, Select Multiple Alerts and Perform Actions on Selected Alerts, Show Distance from Alert to fixed Assets or Contacts, Snooze Alerts, View Alert Log
- Critical Event Management communications capabilities
- Itinerary ingestion using Travel Location data feed of travel itinerary information from travel management companies, online booking tools, airlines, accommodation providers, rail, and aggregators or manual import.
    - Temporary traveler contact record created if contact match cannot be made.
    - Travel locations creation based on travel itinerary.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-80-11-9100-000	Term License - Travel Protector Add On for CEM People Resilience (Minimum dollar value per single order is no less than $25,898.24 or 200 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	$129.49	$25,898.24

Term License-Everbridge Assist - 100-80-11-9101-000

Our Everbridge Assist™ service provides multilingual 24/7 medical and security assistance in any difficult situation, wherever it may be around the world. Get an immediate response for your employees, no matter the issue. Our one-call comprehensive traveler assistance service is designed to embrace any event that could impact the health, safety or wellbeing of a corporate traveler or expatriate. Our clients and their employees can be assured that with over 30 years' experience in providing medical and security support; we have encountered virtually every assistance scenario imaginable. Whether serious or minor, each case is managed expertly and with total care. And we work in alignment with your own incident response policies and plans to ensure the service fully supports your agreed processes.

Everbridge Assist, Powered by Anvil

- Annual membership includes access to 24/7 travel, medical, and security assistance
  - Worldwide network of medical partners
  - Custom phone number and email address
  - Custom Standard Operating Procedures
  - Administrative access to case management system
  - One touch dialing for assistance via Everbridge mobile
  - Access to interpreters
  - Travel advice via phone or email
- Cases fees plus cost + 10% will be charged for the following:
  - Travel related incident with assistance required, medical advice via phone or email, medical outpatient, medical inpatient, evacuation or repatriation, repatriation of mortal remains, security assistance
- Secure journey management, occupational health services, medical emergency response plans and consulting services are available and will incur a custom statement of work

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-80-11-9101-000	Term License - Everbridge Assist - This is a retainer fee that offers annual membership and access to 24/7 travel, medical, and security assistance for up to 1,000 contacts.	YR	$6,423.17	$6,423.17

Term License-SnapComms Engage - 100-01-19-0003-000

SnapComms Engage is a comprehensive product suite for all employee communications, enabling you to engage with your employees, increase involvement and inspire performance, run employee engagement campaigns, improve organizational culture, and increase employee compliance whilst capturing feedback and measuring workplace sentiment. Below is a list of key system inclusions with SnapComms Engage.

Key Capabilities Include:

- Unlimited messages sent using:
  - Desktop Alerts
  - Video Alerts
  - Tickers
  - RSS tickers
  - Screensavers
  - Quiz, Survey
  - RSVP Alert
  - Registration Alert
  - Wallpaper
  - Lock Screen
  - Newsletter and Stories
- Unlimited administrators to web-based portal to initiate messages, reporting and administration
- Access to pre-built templates
- Access to custom themes and branding
- Access to Single Sign On

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-01-19-0003-000	Term License - SnapComms Engage (Minimum dollar value per single order is no less than $5,138.54 or 100 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	$51.39	$5,138.54

Term License-SnapComms Inform - 100-01-19-0001-000

SnapComms Inform is a multi-channel communications platform package to ensure important messages achieve cut-through while non-critical messages are delivered in a format that maximizes employee engagement without interrupting workflows and reducing productivity. SnapComms Inform package instantly delivers urgent notifications and operational updates to drive behavioral change, communicate IT outages, promote health and safety best practices, and increase cyber security awareness. Below is a list of key system inclusions with your new SnapComms Inform package.

Key Capabilities Include:

- Unlimited messages sent using:
  - Desktop Alerts
  - Video Alerts
  - Tickers
  - RSS tickers
  - Screensavers
- Unlimited administrators to web-based portal to initiate messages, reporting and administration
- Access to pre-built templates
- Access to custom themes and branding
- Access to Single Sign On

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-01-19-0001-000	Term License - SnapComms Inform (Minimum dollar value per single order is no less than $3,425.69 or 100 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	$34.26	$3,425.69

Term License-Crisis Management Solution Pro - 100-12-11-0264-000

Everbridge Crisis Management Solution Pro provides full visibility into incident status and helps to orchestrate all crisis response activities while allowing users to send notifications to individuals or groups using lists, locations, and visual intelligence. It enables organizations to quickly mobilize the right teams and resources in order to accelerate critical event recovery times and help organizations to mitigate the impact of crises and major incidents on life safety, business operations and reputation. The notification functionality allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. It is supported by state-of-the-art security protocols, elastic infrastructure, advanced mobility, interactive reporting and analytics, adaptive people and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options. Below is a list of key system inclusions with your new Everbridge Crisis Management Solution Pro.

Key Capabilities Include:

- One (1) additional Organization
- # of contacts as indicated on the quote (users count included)
- Unlimited response plans
- Unlimited Administrators for web-based portal to initiate messages, reporting, and administration.
- Unlimited Administrators for ManageBridge Application (iOS, Android) and Mobile Optimized Notification Site
- Three (3) Organization with unlimited nested static and dynamic groups
- One (1) Contact Data Location
- Custom branded opt-in portal with custom fields and opt-in subscriptions
- Flexible role-based access controls to manage user permissions.
- Access to Real-Time Dashboard, Notifications Library, Everbridge Universe, and Custom Reporting
- Access to Incident Management to automate incident communication workflows.
- Access to Incident Chat for responders to coordinate and collaborate.
- Access to Smart Conference
- Access to Single Sign On to simplify user management.
- Access to Secure Collaboration mobile functionality for chat and texting with one colleague or a group from mobile phones and desktops

- Access to Visitor and Customer Engagement 5 (FIVE) Keywords to allow people to opt-in to a database using keywords.
- Access to Email Ingestion or EB Open Broadcast API to distribute up to 100 annual multi-modal notifications.
- Mobile Application - interactive mobile task lists, assignments, alerting, document access (with offline capability)
- Incident Management – manage incidents real time with custom event fields, customized task lists depending on role and type or incident; task status updates; notes, comments, situation reports, audit log and To Do lists.
- Dashboard - Real-time event dashboard showing all open and completed task status, related web content, rich text content; dashboards can be shared to stakeholders and leadership.
- Plan and Document Management - Central repository of plans and tasks
- Folder – Hierarchy-based folder structure with parent-child permission
- Impact Tracker – leverage the form to collect intake information and show full visibility into asset status.
- Form builder - create custom forms such as ICS or SITREP with auto-population, conditional logic, to generate event reports and surveys.
- Dynamic Task Management - Task manager to automate task assignment and add tasks on-the-fly
- Reporting - Real-time reporting for improved situational awareness and easier after-action analysis
- Auditing – Detailed event logging for all tasks and communication
- Response Plan Templates - Safety, Security, Natural, Facility response plan templates
- Exercise Mode – Launch critical events in exercise mode to support training drills and tabletop exercises.
- Notification escalation to automatically send a notification to the next person or group if there is no confirmation Integrated GIS/Map-based, rule-based, group-based, or individual contact selection.
- Ability to send standard, polling, or on-the-fly 'One-Touch' Conference Call messages.
- One-screen broadcast creation workflow to speed message creation and reduce human error.
- Everbridge Network to access situational intelligence & notifications shared by other public and private groups.
- Publish notifications directly to Websites and services that support API access via HTTPS using 'Web Posting'.
- Publish notifications via social media channels (Facebook and Twitter)
- Publish notifications directly to the Smartphones of residents and employees via the Everbridge Mobile app Contact filtering based on custom criteria.
- Map-based drawing and selection tools and imported shape files (e.g. Google Maps, Bing Maps, ESRI)
- Automatic address geo-coding for contacts
- Organization specific customizable caller ID, greetings, and broadcast settings
- Multi-language Text to Speech Engine and Custom Voice Recording
- Real-time reporting for improved situational awareness and easier after-action analysis Unlimited Mass Notification Templates
- Self-service Single Contact Record Adjustments, Contact Import via CSV Upload and via Contact API or via Secure FTP
- Audio Bulletin Board
- 5 Live Operator Message Initiations per year
- 4 Everbridge Basic Conference Bridge Codes
- International Support
    - Globally Local Calling for faster communications using local/regional message initiation.
    - Dynamic Caller ID to customize caller id's with local number per country or broadcast
    - International Long and Short Codes for SMS delivery
- Active shooter, Shelter in place, Building evacuation, Severe weather & Facility problem message guides and Unlimited Incident communications templates.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-12-11-0264-000	Term License - Crisis Management Solution Pro (Minimum dollar value per single order is no less than $34,085.64 or 150 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	$227.23	$34,085.64

Term License-Crisis Management Solution Standard - 100-12-11-0263-000

Everbridge Crisis Management Solution Standard provides full visibility into incident status and helps to orchestrate all crisis response activities while allowing users to send notifications to individuals or groups using lists, locations, and visual intelligence. It enables organizations to quickly mobilize the right teams and resources in order to accelerate critical event recovery times and help organizations to mitigate the impact of crises and major incidents on life safety, business operations and reputation. Its notification is supported by state-of-the-art security protocols, elastic infrastructure, advanced mobility, interactive reporting and analytics, adaptive people and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options. Below is a list of key system inclusions with your new Everbridge Crisis Management Solution Standard.

Key Capabilities Include:

- One (1) additional Organization
- # of contacts as indicated on the quote (users count included)
- Unlimited response plans
- Flexible role-based access controls to manage user permissions.
- Unlimited Administrators for web-based portal to initiate messages, reporting, and administration.
- Unlimited Administrators for Manage Bridge Application (iOS, Android) and Mobile Optimized Notification Site
- Three (3) Organization with unlimited nested static and dynamic groups
- One (1) Contact Data Location
- Custom branded opt-in portal with custom fields and opt-in subscriptions
- Access to Real-Time Dashboard, Notifications Library, Everbridge Universe, and Custom Reporting
- Access to Incident Communication to automate communication workflows.
- Access to Incident Chat for responders to coordinate and collaborate.
- Access to Smart Conference
- Access to Single Sign On
- Mobile Application - interactive mobile task lists, assignments, alerting, document access (with offline capability)
- Incident Management – manage incidents real time with custom event fields, customized task lists depending on role and type or incident; task status updates; notes, comments, situation reports, audit log and To Do lists

- Dashboard - Real-time event dashboard showing all open and completed task status, related web content, rich text content; dashboards can be shared to stakeholders and leadership.
- Plan and Document Management - Central repository of plans and tasks
- Folder – Hierarchy-based folder structure with parent-child permission
- Impact Tracker – leverage the form to collect intake information and show full visibility into asset status.
- Form builder - create custom forms such as ICS or SITREP with auto-population, conditional logic, to generate event reports and surveys.
- Dynamic Task Management - Task manager to automate task assignment and add tasks on-the-fly.
- Reporting - Real-time reporting for improved situational awareness and easier after-action analysis
- Auditing – Detailed event logging for all tasks and communication
- Response Plan Templates - Safety, Security, Natural, Facility response plan templates
- Exercise Mode – Launch critical events in exercise mode to support training drills and tabletop exercises.
- Notification escalation to automatically send a notification to the next person or group if there is no confirmation Integrated GIS/Map-based, rule-based, group-based, or individual contact selection.
- Ability to send standard, polling, or on-the-fly 'One-Touch' Conference Call messages.
- One-screen broadcast creation workflow to speed message creation and reduce human error.
- Everbridge Network to access situational intelligence & notifications shared by other public and private groups Publish notifications directly to Websites and services that support API access via HTTPS using 'Web Posting'.
- Publish notifications directly to the Smartphones of residents and employees via the Everbridge Mobile app
- Publish notifications via social media channels (Facebook and Twitter)
- Contact filtering based on custom criteria.
- Map-based drawing and selection tools and imported shape files (e.g. Google Maps, Bing Maps, ESRI)
- Automatic address geo-coding for contacts
- Organization specific customizable caller ID, greetings, and broadcast settings
- Multi-language Text to Speech Engine and Custom Voice Recording
- Real-time reporting for improved situational awareness and easier after-action analysis
- Unlimited Mass Notification Templates
- Self-service Single Contact Record Adjustments, Contact Import via CSV Upload and via Contact API or via Secure FTP
- Audio Bulletin Board
- 5 Live Operator Message Initiations per year
- 4 Everbridge Basic Conference Bridge Codes
- International Support
    - Globally Local Calling for faster communications using local/regional message initiation.
    - Dynamic Caller ID to customize caller id's with local number per country or broadcast
    - International Long and Short Codes for SMS delivery
- Active shooter, Shelter in place, Building evacuation, Severe weather & Facility problem message guides and Unlimited Incident communications templates.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-12-11-0263-000	Term License - Crisis Management Solution Standard (Minimum dollar value per single order is no less than $32,544.08 or 150 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	$216.96	$32,544.08

Term License-Redsky E911 Anywhere Network Services - 101-55-55-0003-000

RedSky's E911 Anywhere® is a cloud-based network service that routes 911 calls from any call server in the USA or Canada and sends the detailed location of the caller to emergency dispatchers at the PSAPs and notifies onsite personnel of the 911 calls in progress. This is the base SKU for E911 Anywhere and requires the purchase of the E911 Anywhere User SKU for actual number of users and phones covered by E911 Anywhere.

Usage:

- E911 Anywhere Portal and Emergency Call Routing service with unlimited 9-1-1 calling
- E911 Anywhere User License required per each user or device (hard phone or software)
- Unlimited SMS and email notifications
- Next generation 911 features including built-in Network Discovery capabilities which allow dynamic tracking of devices and users on-premises.
- Will route emergency calls for all on-premises, remote, and nomadic employees.
- Can be used to support any customer environment if they can direct emergency calls to E911 Anywhere.
- Completely cloud-based with no on-premises infrastructure required.

Key Features:

- Accepts all 9-1-1 calls using SIP or PSTN trunking.
- Supports 9-3-3 dialing for testing.
- Supports Cisco, Avaya, Atos Unify, Mitel, Genesys, Broadworks, Microsoft, and other SIP-based call server platforms.
- Tracks nomadic softphone users on and off premise when using the MyE911 application.
- Routes 9-1-1 calls to any PSAP in the USA and Canada based on the location of the caller.
- Fail-over includes an emergency call center staffed 24/7 by trained personnel (extra service charge).
- Accepts real-time location updates from E911 Manager® or Cisco Emergency Responder (CER).
- Sends real-time notifications to security and administrators over email or SMS text messaging. Additional desktop notifications are available with the Enhanced Onsite Notification application.
- Integration with Everbridge's Incident Communications module to create 9-1-1 incidents.
- Barge-in, call monitoring and call recording features with optional Enhanced Notification bundle.

Set-up, Implementation & Support

- Service Activation includes:
  - Account setup within 48 hours
  - RedSky Implementations hours allotted as follows: under 1,000 users - 20 hours, 1K to 100K - 25 hours, 100K or over - 30 hours.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-55-55-0003-000	Term License - Redsky E911 Anywhere Network Services - Service Activation Fee for E911 Anywhere Network Service for up to 999 ELINs/Users (One-Time Installation Fee)	EA	$4,967.25	$4,967.25

Term License-Redsky E911 Anywhere Users/ELIN - 101-55-55-0004-000

RedSky's E911 Anywhere® is a cloud-based network service that routes 911 calls from any call server in the USA or Canada and sends the detailed location of the caller to emergency dispatchers at the PSAPs and notifies onsite personnel of the 911 calls in progress. This subscription SKU is required for the number of Users to be covered by the E911 Anywhere service.

Usage

- Requires the E911 Anywhere® Network Service.
- License required per each user or common area device (hard phone or software)
- Covers up to 10 devices assigned to a user using the same phone number
- MyE911® softphone application included free of charge

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-55-55-0004-000	Term License - Redsky E911 Anywhere - Users/ELIN (Minimum dollar value per single order is no less than $899.24 or 50 Users/ELIN, whichever is greater. Everbridge will provide per Users/ELIN discount pricing on a pro-rata basis beyond the minimum purchase value/minimum Users/ELIN.)	User	$17.98	$899.24

Term License-RedSky E911 Anywhere Enhanced Notification for 499 ELINs+Users - 101-55-55-0008-000

RedSky's Enhanced Notification is an optional add-on to RedSky's E911 Anywhere® cloud-based network service used for routing 911 calls and notifying onsite personnel of the 911 calls in progress. Enhanced Notification provides additional notification capabilities, beyond the standard email and SMS notifications included in E911 Anywhere®. Capabilities like call monitoring, barge-in, call recording, desktop notifications and integration with the Everbridge Incident Communications functionality.

Usage

- Requires the E911 Anywhere® service.
- Unlimited Enhanced Onsite Notification (EON) Windows clients.
- Fully cloud-based with no additional on-premises infrastructure required.

Key Features

- Desktop notifications are available with screen popup, siren, and alert acknowledgement with the Windows Enhanced Onsite Notification (EON) desktop application.
- Call monitoring, with voice barge-in capability, for the live 9-1-1 call.
- Call recording, with 30-day retention, of the live 9-1-1 call.
- Integration with Everbridge's Incident Communications module to create 9-1-1 incidents.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-55-55-0008-000	Term License - RedSky E911 Anywhere Enhanced Notification for 499 ELINs+Users	YR	$1,027.71	$1,027.71

Term License-Redsky E911 Manager as a Service Enterprise Phone - 101-55-55-0028-000

RedSky's E911 Manager® automatically finds the dispatchable location of customer devices as they move throughout the enterprise and eliminates the administration necessary in maintaining an emergency response location database. This subscription SKU covers Enterprise phones located within the campus, typically consisting of hard phones located in common areas or users with strictly a desktop phone.

Usage:

- E911 Manager® software with support for unlimited call server/PBX integrations
- License required per Enterprise phone (hard phone or softphone campus only) or
- Unlimited SMS and email notifications
- Enhanced Onsite Notification (EON) Clients included
- Can pinpoint the location of a 911 caller by associating a dispatchable location to various elements of a customer's network
- Scalable to thousands of endpoints to meet the complexities of large customer environments
- E911Manager for Nomadic Phones (Mobility Bundle) bundles the RedSky suite together at a per-user cost

Key Features:

- E911 Manager® integrates with leading call servers and supports mixed hardware environments providing a centrally managed E911 system
- Active/Active deployment for a redundant solution
- Provides real-time location tracking of all endpoints (analog, digital, SIP and H.323)
- Integrated and certified with Cisco, Avaya, Atos Unify, Genesys, and Microsoft Skype for Business voice platforms
- Automatically updates all PS-ALI databases in the USA and Canada with accurate phone locations
- Monitors all call servers/PBXs for 9-1-1 calls and sends real-time notifications to security and administrators over email, SMS text messaging, desktop notifications available with the Enhanced Onsite Notification (EON) application
- Layer 3 Network Discovery
- Layer 2 Network Discover - Track devices to the switch or port level
- WiFi tracking with WiFi Software Module
- Can be deployed on a server or virtual machine within the datacenter or as a service via RedSky's managed private cloud
- Integrates with RedSky's E911 Anywhere® cloud-based national 9-1-1 call routing service to route 9-1-1 calls to the appropriate emergency response center, based on the location of the caller for any Nomadic User licenses
- Track nomadic softphone users on and off premise

Set-up, Implementation & Support

- Purchase of standard E911 Manager Standard Installation Fee is required

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-55-55-0028-000	Term License - Redsky E911 Manager as a Service Enterprise Phone (Minimum dollar value per single order is no less than $6,166.25 or 500 devices, whichever is greater. Everbridge will provide per device discount pricing on a pro-rata basis beyond the minimum purchase value/minimum device.)	Device	$12.33	$6,166.25

Term License-Redsky E911 Manager as a Service Nomadic User - 101-55-55-0029-000

RedSky's E911 Manager® automatically finds the dispatchable location of customer devices as they move throughout the enterprise and eliminates the administration necessary in maintaining an emergency response location database. This subscription SKU covers Nomadic Users that are moving on and off the campus, typically consisting of soft phones running on a variety of devices assigned to the users.

Usage:

- E911 Manager® software with support for unlimited call server/PBX integrations
- License required per Nomadic User (with up to 10 devices) including MyE911® client
- Unlimited SMS and email notifications
- Enhanced Onsite Notification (EON) Clients included
- Can pinpoint the location of a 911 caller by associating a dispatchable location to various elements of a customer's network
- Scalable to thousands of endpoints to meet the complexities of large customer environments
- E911Manager for Nomadic Phones (Mobility Bundle) bundles the RedSky suite together at a per-user cost

Key Features:

- E911 Manager® integrates with leading call servers and supports mixed hardware environments providing a centrally managed E911 system
- Active/Active deployment for a redundant solution
- Provides real-time location tracking of all endpoints (analog, digital, SIP and H.323)
- Integrated and certified with Cisco, Avaya, Atos Unify, Genesys, and Microsoft Skype for Business voice platforms
- Automatically updates all PS-ALI databases in the USA and Canada with accurate phone locations
- Monitors all call servers/PBXs for 9-1-1 calls and sends real-time notifications to security and administrators over email, SMS text messaging, desktop notifications available with the Enhanced Onsite Notification (EON) application
- Layer 3 Network Discovery
- Layer 2 Network Discover - Track devices to the switch or port level
- WiFi tracking with WiFi Software Module
- Can be deployed on a server or virtual machine within the datacenter or as a service via RedSky's managed private cloud
- Integrates with RedSky's E911 Anywhere® cloud-based national 9-1-1 call routing service to route 9-1-1 calls to the appropriate emergency response center, based on the location of the caller for any Nomadic User licenses
- Track nomadic softphone users on and off premise

Set-up, Implementation & Support

- Purchase of standard E911 Manager Standard Installation Fee is required

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-55-55-0029-000	Term License - Redsky E911 Manager as a Service Nomadic User (Minimum dollar value per single order is no less than $10,277.08 or 500 User licenses, whichever is greater. Everbridge will provide block discount pricing on a pro-rata basis beyond the minimum purchase value.)	License	$20.55	$10,277.08

Term License-Redsky E911 Manager Standard Installation Fee for E911 Manager - 101-55-55-0040-000

RedSky's E911 Manager® automatically finds the dispatchable location of customer devices as they move throughout the enterprise and eliminates the administration necessary in maintaining an emergency response location database. This Installation Fee is required to install and deploy the E911 Manager server software on the customer's premises.

The Installation and Deployment service includes:

- Software installation on 1 server/VM
- Integrated with 1 Call Server or PBX
- Layer 3/ Wi-Fi tracking
- Maximum of 50 project hours
- E911 Anywhere® installation with Nomadic phone license purchases
- Remote installation of E911 Manager and purchased options.
- Additional project hours are required for Active-Active deployments, additional PBX/Call Server interfaces, and layer 2 network discovery.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-55-55-0040-000	Term License - Redsky E911 Manager Standard Installation Fee for E911 Manager for installation of up to 9,999 users/devices. (One-Time Installaion Fee)	EA	$8,564.23	$8,564.23

Term License-Redsky E911 Anywhere Block of 10 Emergency Calls to Relay Center (ECRC) - 101-55-55-0006-000

An emergency 911 call that cannot be connected to the appropriate Public Safety Answering Point ("PSAP") due to incomplete or missing location data is a "Failed User Emergency 9-1-1 Call." Failed User Emergency 9-1-1 Calls will be routed to an emergency call response center ("ERC") that operates 24/7 and is staffed by trained and certified professionals that receive 911 calls which cannot be connected to the appropriate PSAP. The ERC will then, to the extent possible, route the call to the appropriate PSAP, based on the location information communicated by the 9-1-1 Customer will be responsible for and will reimburse RedSky for all expenses associated with any calls that are routed to the ERC ("ERC Expenses"). This SKU allows customers to pre-purchase blocks of 10 ERC calls as part of their initial order or during renewal, as opposed to being billed monthly for the ERC call.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-55-55-0006-000	Term License - Redsky E911 Anywhere - Block of 10 Emergency Calls to Relay Center (ECRC) (One-Time Fee)	EA	$856.42	$856.42

Term License-Redsky Pre-paid Professional Service Hours 10-hour block - 101-55-55-0036-000

As part of the E911 Anywhere Network Service activation or E911 Manager Standard Installation, typical setup and installation is covered by those SKUs. In the event an installation is more complex, and beyond the scope of what is included, or the organization requires a custom project, Professional Service hours can be purchased in 10-hour, pre-paid time blocks.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-55-55-0036-000	Term License - Redsky Pre-Paid Service Hours - 10-hour block (One-Time Fee)	EA	$2,826.20	$2,826.20

Term License-Digital Operations Advanced - Full User (xM Platform) - 100-20-20-0003-000

xMatters by Everbridge is a digital operations platform that enables IT and DevOps professionals to automate and streamline digital service delivery and incident management to accelerate digital transformation and deliver continuous service uptime. With a code-free workflow builder, adaptive approach to incident management, and real-time performance analytics xMatters' supports a single goal: deliver customer happiness at any scale. Key capabilities include on-call management, incident response & management, service intelligence, AI-powered insights, workflow automation, and reporting & analytics. xMatters' globally available and secure cloud infrastructure supports teams of limitless size. Digital Operations Advanced includes the top license tier (xMatters Advanced) with enterprise features like longer data retention, additional privacy capabilities and an integrated continuous improvement process to keep digital services available and ITSM processes flowing.

Full users are defined as users within an account and/or instance. Each user can be provisioned to login and access the account, initiate manual message workflows, initiate and work incidents, access development features if authorized and interact with 2-way messaging on all supported communication channels (email, SMS, phone, etc.).

Full users are in contrast to **stakeholder users**, which are covered by another SKU.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-20-20-0003-000	Term License - Digital Operations Advanced - Full User (xM Platform) (Minimum dollar value per single order is no less than $60,634.76 or 100 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	$606.35	$60,634.76

Term License-Digital Operations - Stakeholder User (xM Platform) - 100-20-20-0004-000

xMatters by Everbridge is a digital operations platform that enables IT and DevOps professionals to automate and streamline digital service delivery and incident management to accelerate digital transformation and deliver continuous service uptime. With a code-free workflow builder, adaptive approach to incident management, and real-time performance analytics xMatters' supports a single goal: deliver customer happiness at any scale. Key capabilities include on-call management, incident response & management, service intelligence, AI-powered insights, workflow automation, and reporting & analytics. xMatters' globally available and secure cloud infrastructure supports teams of limitless size. Digital Operations Advanced includes the top license tier (xMatters Advanced) with enterprise features like longer data retention, additional privacy capabilities and an integrated continuous improvement process to keep digital services available and ITSM processes flowing.

Stakeholder users are defined as users who have the ability to receive 1-way messages on all supported communication channels (email, SMS, phone, etc.), but are not enabled for response options therefore, they cannot respond to them. In addition, these users do not have the ability to initiate any manual messaging workflows in the product (predefined or custom) or initiate or work incidents, as they can only receive messages.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-20-20-0004-000	Term License - Digital Operations - Stakeholder User (xM Platform) (Everbridge will provide per contact discount pricing on a pro-rata basis.)	Contact	$50.64	$50.64

Term License-Digital Operations - Stakeholder User (EVBG ITA Platform) - 100-20-20-0007-000

IT Alerting provides an Enterprise closed-loop incident response automation solution backed up by multiple patented technologies. The platform integrates and automates communications, collaboration and orchestration processes for ServiceOps, IT Security Ops, DevOps, and Disaster recovery Ops for faster recovery and delivery. IT Alerting capabilities

include group and calendar management, on-call scheduling, automated escalation, pinless conference bridges, ChatOps, workflow automation, analytics and reporting. The solution is offered as a cloud service based on the secure, highly available, resilient, and globally scalable Everbridge CEM platform.

Stakeholder users can receive communications. They are not allowed access to the manager portal to perform IT functions.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-20-20-0007-000	Term License - Digital Operations - Stakeholder User (EVBG ITA Platform) (Everbridge will provide per contact discount pricing on a pro-rata basis.)	Contact	$50.64	$50.64

Term License-Digital Operations Essentials - Full User (xM Platform) - 100-20-20-0001-000

xMatters by Everbridge is a digital operations platform that enables IT and DevOps professionals to automate and streamline digital service delivery and incident management to accelerate digital transformation and deliver continuous service uptime. With a code-free workflow builder, adaptive approach to incident management, and real-time performance analytics xMatters' supports a single goal: deliver customer happiness at any scale. Key capabilities include on-call management, incident response & management, service intelligence, workflow automation, and reporting & analytics. xMatters' globally available and secure cloud infrastructure supports teams of limitless size. Digital Operations Essentials includes the entry-level license tier (xMatters Starter), providing scalable incident response and management for teams.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-20-20-0001-000	Term License - Digital Operations Essentials - Full User (xM Platform) (Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	$92.49	$92.49

Term License-Digital Operations Standard - Full User (EVBG ITA Platform) -100-20-20-0005-000

IT Alerting provides an Enterprise closed-loop incident response automation solution backed up by multiple patented technologies. The platform integrates and automates communications, collaboration and orchestration processes for ServiceOps, IT Security Ops, DevOps, and Disaster recovery Ops for faster recovery and delivery. IT Alerting capabilities include group and calendar management, on-call scheduling, automated escalation, pinless conference bridges, ChatOps,

workflow automation, analytics and reporting. The solution is offered as a cloud service based on the secure, highly available, resilient, and globally scalable Everbridge CEM platform.

Full users are allowed access to the manager portal to initiate communications, view reports, configure the system and perform other IT functions.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-20-20-0005-000	Term License - Digital Operations Standard - Full User (EVBG ITA Platform) (Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	$328.87	$328.87

Term License-Digital Operations Standard - Full User (xM Platform) - 100-20-20-0002-000

xMatters by Everbridge is a digital operations platform that enables IT and DevOps professionals to automate and streamline digital service delivery and incident management to accelerate digital transformation and deliver continuous service uptime. With a code-free workflow builder, adaptive approach to incident management, and real-time performance analytics xMatters' supports a single goal: deliver customer happiness at any scale. Key capabilities include on-call management, incident response & management, service intelligence, workflow automation, and reporting & analytics. xMatters' globally available and secure cloud infrastructure supports teams of limitless size. Digital Operations Standard includes the mid-level license tier (xMatters Base) with additional features for managing larger multi-team environments and additional service automation capabilities.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-20-20-0002-000	Term License - Digital Operations Standard - Full User (xM Platform) (Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	$400.81	$400.81

Term License-Digital Operations Connect - Full User (xM Platform) - 101-00-11-8812-000

xMatters by Everbridge is a digital operations platform that enables IT and DevOps professionals to automate and streamline digital service delivery and incident management to accelerate digital transformation and deliver continuous service uptime. With a code-free workflow builder, adaptive approach to incident management, and real-time performance analytics xMatters' supports a single goal: deliver customer happiness at any scale. Key capabilities include on-call

management, incident response & management, basic service intelligence, workflow automation, and reporting & analytics. xMatters' globally available and secure cloud infrastructure supports teams of limitless size. Digital Operations Connect combines select features from Digital Operations Essentials (xMatters Starter) and Digital Operations Standard (xMatters Base) to provide support other products that provide event management, incident management, issue tracking and other workflows in larger multi-team environments.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-00-11-8812-000	Term License - Digital Operations Connect - Full User (xM Platform) (Minimum dollar value per single order is no less than $1,952.64 or 10 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	$195.26	$1,952.64

Term License-ProServ - Digital Operations Data Sync (xM Platform) - 100-00-20-0003-000

Designed to help you get the most from your xMatters subscription as quickly as possible, this Professional Services package includes the essentials for you to successfully implement a user and group data synchronization with xMatters in a production environment.

This offering includes all the necessary tasks to implement the following scope:

- A Professional Services-led implementation of User and Group data synchronization
- User and Group Data Synchronization Planning
- Data Synchronization Implementation
- User Acceptance Testing and Go Live Support

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-00-20-0003-000	Term License - ProServ - Digital Operations Data Sync (One-Time Fee)	EA	$8,564.23	$8,564.23

Term License-ProServ - Digital Operations T&M Pay-As-You-Go (Per Hour) - 100-00-20-0004-000

** There is no Inclusion Sheet/standard description. This is sold as a variable number of hours with no named deliverables (a SOW will define the scope & cost)

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-00-20-0004-000	Term License - ProServ - Digital Operations T&M Pay-As-You-Go (Per Hour)	EA	$256.93	$256.93

Term License-ProServ - Digital Operations T&M Prepaid (Per Hour) - 100-00-20-0005-000

** There is no Inclusion Sheet/standard description. This is sold as a variable number of hours with no named deliverables (a SOW will define the scope & cost)

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-00-20-0005-000	Term License - ProServ - Digital Operations T&M Prepaid (Per Hour)	EA	$231.23	$231.23

Term License-Digital Operations Advanced – Full User (EVBG ITA Platform) – 100-20-20-0006-000

IT Alerting provides an Enterprise closed-loop incident response automation solution backed up by multiple patented technologies. The platform integrates and automates communications, collaboration, and orchestration processes for ServiceOps, IT Security Ops, DevOps, and Disaster recovery Ops for faster recovery and delivery. IT Alerting capabilities include group and calendar management, on-call scheduling, automated escalation, pinless conference bridges, ChatOps, workflow automation, analytics, and reporting. The solution is offered as a cloud service based on the secure, highly available, resilient, and globally scalable Everbridge CEM platform.

Full users are allowed access to the manager portal to initiate communications, view reports, configure the system and perform other IT functions.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-20-20-0006-000	Term License - Digital Operations Advanced - Full User (EVBG ITA Platform)	YR	$513.85	$513.85

Term License-Digital Operations TAM – Platinum (Annual Fee) - 101-00-22-8717-000

The Technical Account Manager (TAM) program is an annual service engagement that provides a part-time technical consultant to partner with the client team. Designed to help our clients get the most from their Everbridge Digital Operations subscription, the TAM plays a pivotal role in client success as an Everbridge Digital Operations expert equipped with technical solution and industry expertise and best practices. TAMs help our clients refine, improve, and automate their Critical Event Management program to realize the most value possible from their Everbridge Digital Operations investment.

Business Value

This offering includes a wide range of possible services, as shown below, that are guided by the client's technical and business priorities and are mutually agreed upon in the TAM success plan. Example focus areas and services may include:

- Product Adoption and Process Improvement
- Administration and Configuration
- Integration Support

Success Plan Workshop

The TAM engagement begins with a Success Plan Workshop to define the specific objectives and TAM success criteria with the client stakeholders:

- Implementation status of the Digital Operations platform
- Any outstanding issues from the Digital Operations implementation
- Client presentation of their as-is and to-be processes
- Overall Digital Operations success criteria
- Client presentation of their strategic vision
- Client's current business objectives as compared to current usage patterns
- Art of the possible

The objective of the workshop is to define the client's Digital Operations roadmap and define a success plan for the TAM to assist the client team with driving organizational adoption and growth through best practices and recommendations for improvement. Additionally, we want to identify ways for the client to address more business needs with their current Digital Operations investment. Out of the workshop we will deliver our findings in a report that defines the TAM success plan and agreed upon services.

Delivery Scope

- Strategic planning focus
- Evaluation usage, strategic training and configuration recommendations
- Process improvements, organizational change and adoption
- Recommendation tracking, measuring continuous improvement
- Monthly Executive Summary report
- Weekly status report
- Oversight assistance with product configuration and tuning tasks and client environment backups
- Development project oversight for integration expansion
- Tactical support with steady-state product usage

- User training: planning, support and/or delivery

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-00-22-8717-000	Term License - Digital Operations TAM - Platinum (Annual Fee)	YR	$126,750.63	$126,750.63

Term License-Digital Operations TAM – Gold (Annual Fee) - 101-00-22-8718-000

The Technical Account Manager (TAM) program is an annual service engagement that provides a part-time technical consultant to partner with the client team. Designed to help our clients get the most from their Everbridge Digital Operations subscription, the TAM plays a pivotal role in client success as an Everbridge Digital Operations expert equipped with technical solution and industry expertise and best practices. TAMs help our clients refine, improve, and automate their Critical Event Management program to realize the most value possible from their Everbridge Digital Operations investment.

Business Value

This offering includes a wide range of possible services, as shown below, that are guided by the client's technical and business priorities and are mutually agreed upon in the TAM success plan. Example focus areas and services may include:

- Client advocate to the Digital Operations product management team
- Review support requests and product usage for process improvement, automation and training opportunities
- Recurring product roadmap review
- Align and manage applicable client technical and business priorities to the Digital Operations configuration, usage and automation
- Regularly scheduled executive strategic plan reviews

Success Plan Workshop

The TAM engagement begins with a Success Plan Workshop to define the specific objectives and TAM success criteria with the client stakeholders:

- Implementation status of the Digital Operations platform
- Any outstanding issues from the Digital Operations implementation
- Client presentation of their as-is and to-be processes
- Overall Digital Operations success criteria
- Client presentation of their strategic vision
- Client's current business objectives as compared to current usage patterns
- Art of the possible

The objective of the workshop is to define the client's Digital Operations roadmap and define a success plan for the TAM to assist the client team with driving organizational adoption and growth through best practices and recommendations for

improvement. Additionally, we want to identify ways for the client to address more business needs with their current Digital Operations investment. Out of the workshop we will deliver our findings in a report that defines the TAM success plan and agreed upon services.

Delivery Scope

- Strategic planning focus
- Evaluation usage, strategic training and configuration recommendations
- Process improvements, organizational change and adoption
- Recommendation tracking, measuring continuous improvement
- Monthly Executive Summary report

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-00-22-8718-000	Term License - Digital Operations TAM - Gold (Annual Fee)	YR	$41,108.31	$41,108.31

Term License-ProServ - Digital Operations Platinum (xM Platform) - 100-00-20-0009-000

Designed to help you get the most from your xMatters subscription, this Professional Services package combines Administration workshops with implementation best practices and support. This approach enables you to accelerate the overall time-to-value and quickly realize a return on your investment. The process includes the training and configurations necessary to enable you to quickly use xMatters in a production capacity.

Scope

This offering presumes ‘straight-through’ work with dedicated Client resourcing. The tasks may be adjusted based on specific Client requirements, customizations or timeframes, through change management procedures.

This offering includes all the necessary tasks to implement the following scope:

- Onboarding readiness, planning and project management
- Client-specific onboarding configuration and administrator training
- A Professional Services-led implementation of a single published integration (as-built without customization) between xMatters and the Client’s selected system
- User and Group data synchronization
- Success Plan Workshop

Milestones

- Onboarding Readiness, Planning and Project Management
- Administrator Onboarding and Training
- Integration Planning
- Integration Implementation
- Data Synchronization
- User Acceptance Testing and Go Live Support

- Success Plan Workshop

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-00-20-0009-000	Term License - ProServ - Digital Operations Platinum (xM Platform) (One-Time Installation Fee)	EA	$51,385.39	$51,385.39

Term License-ProServ - Digital Operations Gold (xM Platform) - 100-00-20-0008-000

Designed to help you get the most from your xMatters subscription, this Professional Services package combines Administration workshops with implementation best practices and support. This approach enables you to accelerate the overall time-to-value and quickly realize a return on your investment. The process includes the training and configurations necessary to enable you to quickly use xMatters in a production capacity.

Scope

This offering presumes 'straight-through' work with dedicated Client resourcing. The tasks may be adjusted based on specific Client requirements, customizations or timeframes, through change management procedures.

This offering includes all the necessary tasks to implement the following scope:

- Onboarding readiness, planning and project management
- Online workshop-based onboarding configuration and training
- A Professional Services-led implementation of a single published integration (as-built without customization) between xMatters and the Client's selected system
- User and Group data synchronization

Milestones

- Onboarding Readiness, Planning and Project Management
- Administrator Onboarding and Training
- Integration Planning
- Integration Implementation
- Data Synchronization
- User Acceptance Testing and Go Live Support

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-00-20-0008-000	Term License - ProServ - Digital Operations Gold (xM Platform) (One-Time Installation Fee)	EA	$34,256.93	$34,256.93

Term License-ProServ - Digital Operations Silver (xM Platform) - 100-00-20-0007-000

Designed to help you get the most from your xMatters subscription as quickly as possible, this Professional Services package includes the essentials for you to successfully implement xMatters in production. xMatters will provide a self-service onboarding guide for you to work through and a seasoned consultant to assist with the initial configuration.

Scope

This offering presumes 'straight-through' work with dedicated Client resourcing. The tasks may be adjusted based on specific Client requirements, customizations or timeframes, through change management procedures.

This offering includes up to forty (40) hours total to implement the following scope. Hours shall be scheduled in minimum four (4) hour increments.

- Onboarding readiness, planning and project management
- Online workshop-based onboarding configuration
- Ad hoc Professional Services support for the design, development and configuration of the Client's xMatters instance and integration(s)

Milestones:

- Onboarding Readiness, Planning and Project Management
- Online Administration Workshop
- Ad hoc Professional Services Support

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-00-20-0007-000	Term License - ProServ - Digital Operations Silver (xM Platform) (One-Time Installation Fee)	EA	$8,564.23	$8,564.23

Term License-ProServ - Digital Operations Platinum (ITA Platform) - 100-00-20-0012-000

Designed to help you get the most from your IT Alerting subscription, this Professional Services package combines Administration workshops with implementation best practices and support. This approach enables you to accelerate the overall time-to-value and quickly realize a return on your investment. The process includes the training and configurations necessary to enable you to quickly use IT Alerting in a production capacity.

Scope

This offering presumes 'straight-through' work with dedicated Client resourcing. The tasks may be adjusted based on specific Client requirements, customizations or timeframes, through change management procedures.

This offering includes all the necessary tasks to implement the following scope:

- Onboarding readiness, planning and project management
- Professional Services support for the configuration of the Client's IT Alerting environment
- A Professional Services-led implementation of a single published integration (as-built without customization) between IT Alerting and the Client's selected system, or integration mentoring including access to integration methods such as REST APIs and Email
- Success Plan Workshop

Milestones:

- Onboarding Readiness, Planning and Project Management
- Platform Configuration Planning
- Platform Configuration
- Either, Integration Implementation or Integration Mentoring
- User Acceptance Testing and Go Live Support
- Success Plan Workshop

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-00-20-0012-000	Term License - ProServ - Digital Operations Platinum (ITA Platform) (One-Time Installation Fee)	EA	$51,385.39	$51,385.39

Term License-ProServ - Digital Operations Gold (ITA Platform) - 100-00-20-0011-000

Designed to help you get the most from your IT Alerting subscription, this Professional Services package combines Administration workshops with implementation best practices and support. This approach enables you to accelerate the overall time-to-value and quickly realize a return on your investment. The process includes the training and configurations necessary to enable you to quickly use IT Alerting in a production capacity.

Scope

This offering presumes 'straight-through' work with dedicated Client resourcing. The tasks may be adjusted based on specific Client requirements, customizations or timeframes, through change management procedures.

This offering includes all the necessary tasks to implement the following scope:

- Onboarding readiness, planning and project management
- Professional Services support for the configuration of the Client's IT Alerting environment
- A Professional Services-led implementation of a single published integration (as-built without customization) between IT Alerting and the Client's selected system, or integration mentoring including access to integration methods such as REST APIs and Email

Milestones:

- Onboarding Readiness, Planning and Project Management
- Platform Configuration Planning
- Platform Configuration
- Either, Integration Implementation or Integration Mentoring
- User Acceptance Testing and Go Live Support

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-00-20-0011-000	Term License - ProServ - Digital Operations Gold (ITA Platform) (One-Time Installation Fee)	EA	$34,256.93	$34,256.93

Term License-ProServ - Digital Operations Silver (ITA Platform) - 100-00-20-0010-000

Designed to help you get the most from your IT Alerting subscription, this Professional Services package combines Administration workshops with implementation best practices and support. This approach enables you to accelerate the overall time-to-value and quickly realize a return on your investment. The process includes the training and configurations necessary to enable you to quickly use IT Alerting in a production capacity.

Scope

This offering presumes 'straight-through' work with dedicated Client resourcing. The tasks may be adjusted based on specific Client requirements, customizations or timeframes, through change management procedures.

This offering includes all the necessary tasks to implement the following scope:

- Onboarding readiness, planning and project management
- Professional Services support for the configuration of the Client's IT Alerting environment
- Access to integration methods such as REST APIs and Email

Milestones:

- Onboarding Readiness, Planning and Project Management

- Platform Configuration Planning
- Platform Configuration
- Integration Implementation
- User Acceptance Testing and Go Live Support

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-00-20-0010-000	Term License - ProServ - Digital Operations Silver (ITA Platform) (One-Time Installation Fee)	EA	$8,564.23	$8,564.23

Term License-ProServ - Travel Protector Add On for CEM People Resilience - 100-80-11-9102-000

The Everbridge Travel Protector™ – Add On Service Package offering is designed to fulfil an organization's duty of care by protecting employees from potential critical events wherever they travel. These services are provided remotely by a team composed of highly experienced, credentialed professionals with years of industry expertise. This service is intended for customers who are adding Everbridge Travel Protector™ to their Everbridge People Resilience solution. Everbridge Travel Protector is integrated into a single production instance of an Everbridge SaaS environment known as an Organization. The standard service includes integration for one Travel Management Company (TMC), Online Booking System or GDS Queue. For non-standard integrations, the client must purchase additional implementation services.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-80-11-9102-000	Term License - ProServ - Travel Protector Add On for CEM People Resilience (Pricing for the ProServ fee is based on 8.56% of the Annual Subscription Contract Value of Travel Protector Add On with a minimum purchase value of $2,589.82. Everbridge will provide discount pricing on a pro-rata basis beyond the minimum purchase value.) (One-Time Installation Fee)	EA	8.56%	$2,589.82

Term License-ProServ - Everbridge Travel Protector - 100-80-11-9104-000

Overview The Everbridge Travel Protector deployment is designed to fulfil an organizations duty of care to protect their travelling staff by combining travel risk management and critical event management within a single enterprise application. These services are provided remotely by a team composed of highly experienced, credentialed professionals with years of

industry expertise. Consulting and configuration services will be provided on Travel Location Data Integration, Pre-Trip Country Reports, Bookings Alerts, Traveller Alerts & Reporting Capabilities. This service is intended for Everbridge CEM Clients who have purchased the Everbridge Travel Protector add-on. Scope Everbridge Travel Protector is integrated into a single production instance of an Everbridge SaaS environment known as an Organization. The standard service includes integration for one Travel Management Company (TMC), Online Booking System or GDS Queue. For nonstandard integrations, the client must purchase additional implementation services.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-80-11-9104-000	Term License - ProServ - Everbridge Travel Protector (Pricing for the ProServ fee is based on 10.28% of the Annual Subscription Contract Value of Everbridge Travel Protector with a minimum purchase value of $5,179.65. Everbridge will provide discount pricing on a pro-rata basis beyond the minimum purchase value.) (One-Time Installation Fee)	EA	10.28%	$5,179.65

Term License-ProServe - Crisis Management Solution Standard - 101-00-22-8711-001

The Everbridge Crisis Management Solution has been constructed to apply years of industry expertise, in-depth system & process knowledge, customized training & delivery of best practices. The service includes a combination of technical consulting, project management and remote training. These services are provided by a team composed of highly experienced, credentialed professionals with years of in the field crisis, incident & communications expertise. SCOPE A Professional Services resource will partner with the customer to configure, deploy, and customize the Crisis Management solution. This includes building a project plan designed to quickly implement all Everbridge system functionality while incorporating response plans and use cases. *NOTE: Custom form creation is not in scope for this out of the box Crisis Management deployment.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-00-22-8711-001	Term License - ProServe - Crisis Management Solution Standard (Pricing for the ProServ fee is based on 11.13% of the Annual Subscription Contract Value of Crisis Management Standard with a minimum purchase value of $7,964.74. Everbridge will provide discount pricing on a pro-rata basis beyond the minimum purchase value.) (One-Time Installation Fee)	EA	11.13%	$7,964.74

Term License-ProServe - Crisis Management Solution Pro - 101-00-22-8712-001

The Everbridge Crisis Management Solution has been constructed to apply years of industry expertise, in-depth system & process knowledge, customized training & delivery of best practices. The service includes a combination of technical consulting, project management and remote training. These services are provided by a team composed of highly experienced, credentialed professionals with years of in the field crisis, incident & communications expertise. Scope A Professional Services resource will partner with the customer to configure, deploy, and customize the Crisis Management solution. This includes building a project plan designed to quickly implement all Everbridge system functionality while incorporating response plans and use cases. *NOTE: Custom form creation is not in scope for this out of the box Crisis Management deployment.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-00-22-8712-001	Term License - ProServe - Crisis Management Solution Pro (Pricing for the ProServ fee is based on 11.13% of the Annual Subscription Contract Value of Crisis Management Pro with a minimum purchase value of $7,964.74. Everbridge will provide discount pricing on a pro-rata basis beyond the minimum purchase value.) (One-Time Installation Fee)	EA	11.13%	$7,964.74

Term License-ProServ - People Resilience Advanced - 100-00-45-0003-000

The Everbridge People Resilience Advanced Service Package offerings are designed to fulfil your duty of care by protecting employees from potential critical events wherever they work or travel. These services are provided remotely by a team composed of highly experienced, credentialed professionals with years of industry expertise. Scope People Resilience allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. People Resilience Advanced is deployed into a single production instance of an Everbridge SaaS environment known as an Organization.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-00-45-0003-000	Term License - ProServ - People Resilience Advanced (Pricing for the ProServ fee is based on 11.99% of the Annual Subscription Contract Value of People Resilience Advanced with a minimum purchase value of $18,224.69. Everbridge will provide discount pricing on a pro-rata basis beyond the minimum purchase value.) (One-Time Installation Fee)	EA	11.99%	$18,224.69

Term License-ProServ - Business Operations Essentials - 100-00-30-0001-000

The Everbridge Business Operations Essentials Service Package offerings are designed to build enterprise resilience by enhancing business operations and safeguarding assets. These services are provided remotely by a team composed of highly experienced, credentialed professionals with years of industry expertise. Scope Business Operations allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. Business Operations Essentials is deployed into a single production instance of an Everbridge SaaS environment known as an Organization.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-00-30-0001-000	Term License - ProServ - Business Operations Essentials (Pricing for the ProServ fee is based on 10.28% of the Annual Subscription Contract Value of Business Operations Essentials with a minimum purchase value of $5,138.54.) (One-Time Installation Fee)	EA	10.28%	$5,138.54

Term License-ProServ - People Resilience Standard - 100-00-45-0002-000

The Everbridge People Resilience Standard Service Package offerings are designed to fulfil your duty of care by protecting employees from potential critical events wherever they work or travel. These services are provided remotely by a team composed of highly experienced, credentialed professionals with years of industry expertise. Scope People Resilience allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. People Resilience Standard is deployed into a single production instance of an Everbridge SaaS environment known as an Organization.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-00-45-0002-000	Term License - ProServ - People Resilience Standard (Pricing for the ProServ fee is based on 10.28% of the Annual Subscription Contract Value of People Resilience Standard with a minimum purchase value of $12,949.12. Everbridge will provide discount pricing on a pro-rata basis beyond the minimum purchase value.) (One-Time Installation Fee)	EA	10.28%	$12,949.12

Term License-ProServ - Business Operations Standard - 100-00-30-0002-000

The Everbridge Business Operations Standard Service Package offerings are designed to build enterprise resilience by enhancing business operations and safeguarding assets. These services are provided remotely by a team composed of highly experienced, credentialed professionals with years of industry expertise. Scope Business Operations allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. Business Operations Standard is deployed into a single production instance of an Everbridge SaaS environment known as an Organization.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-00-30-0002-000	Term License - ProServ - Business Operations Standard (Pricing for the ProServ fee is based on 10.28% of the Annual Subscription Contract Value of Business Operations Standard with a minimum purchase value of $9,736.22. Everbridge will provide discount pricing on a pro-rata basis beyond the minimum purchase value.) (One-Time Installation Fee)	EA	10.28%	$9,763.22

Term License-ProServ - Business Operations Advanced - 100-00-30-0003-000

The Everbridge Business Operations Advanced Service Package offerings are designed to build enterprise resilience by enhancing business operations and safeguarding assets. These services are provided remotely by a team composed of highly experienced, credentialed professionals with years of industry expertise. Scope Business Operations allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. Business Operations Advanced is deployed into a single production instance of an Everbridge SaaS environment known as an Organization.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-00-30-0003-000	Term License - ProServ - Business Operations Advanced (Pricing for the ProServ fee is based on 11.99% of the Annual Subscription Contract Value of Business Operations Advanced with a minimum purchase value of $17,195.50. Everbridge will provide discount pricing on a pro-rata basis beyond the minimum purchase value.) (One-Time Installation Fee)	EA	11.99%	$17,325.44

Term License-ProServ - People Resilience Essentials - 100-00-45-0001-000

The Everbridge People Resilience Essentials Service Package offerings are designed to fulfil your duty of care by protecting employees from potential critical events wherever they work or travel. These services are provided remotely by a team composed of highly experienced, credentialed professionals with years of industry expertise. Scope People

Resilience allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. People Resilience Essentials is deployed into a single production instance of an Everbridge SaaS environment known as an Organization.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-00-45-0001-000	Term License - ProServ - People Resilience Essentials (Pricing for the ProServ fee is based on 11.99% of the Annual Subscription Contract Value of People Resilience Essentials with a minimum purchase value of $1,390.43. Everbridge will provide discount pricing on a pro-rata basis beyond the minimum purchase value.) (One-Time Installation Fee)	EA	11.99%	$11,390.43

Term License-Public Communications Standard - US - 100-46-46-0002-000

Everbridge Public Communications Standard enables government agencies to quickly and reliably send broad or targeted notifications based on lists or location to the public via text, voice, email, and over 100 other modalities. With Everbridge, you are supported by an expandable and redundant infrastructure, industry-leading security and compliance, and real-time visualized intelligence.

Key Capabilities include:

Messaging:

- IPAWS, SMPP-based SMS, email, phone, TTY, FAX, pagers, and Everbridge Mobile app (iOS and Android) delivery methods as part of a multi-modal communication plan.
- Publishing channels to access notifications shared by organizations, post messages to Web sites, posting messages to your Everbridge custom-branded opt-in portal to post messages to Twitter and Facebook accounts, and post audio board messages for easy retrieval by Contacts.

Launching and Managing Messages

- Notifications and Incidents with unlimited templates to manage non-routine and routine alerts.
- Web-based portal to initiate notifications, track responses, and review reports.
- ManageBridge app (iOS, Android) to manage communications while away from your desk.

Collaboration

- Smart Conference (including 4 bridge lines) for resolution of events with global stakeholders.

Contact Management

- Custom branded opt-in portal to collect contact information and subscriptions from your Contacts.
- REST API to automate synchronization of Contact records.
- Secure FTP for bulk managing Contact records via CSV-formatted files.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-46-46-0002-000	Term License - Public Communications Standard - US (Minimum dollar value per single order is no less than $4,282.12 or 10,000 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	$0.43	$4,282.12

Term License-Public Communications Advanced – US - 100-46-46-0003-000

Everbridge Public Communications Advanced enables government agencies to quickly and reliably send broad or targeted notifications based on lists or location to the public via text, voice, email, and over 100 other modalities, including desktop alerts. Communicate and collaborate internally securely. Engage with your community through zip code and keyword opt-in. With Everbridge, you are supported by an expandable and redundant infrastructure, industry-leading security and compliance, and real-time visualized intelligence.

Key Capabilities include:

Messaging:

- IPAWS, SMPP-based SMS, email, phone, TTY, FAX, pagers, Everbridge Mobile app (iOS and Android) and Desktop Alerts delivery methods as part of a multi-modal communication plan.
- Publishing channels to access notifications shared by organizations, post messages to Web sites, posting messages to your Everbridge custom-branded opt-in portal to post messages to Twitter and Facebook accounts, and post audio board messages for easy retrieval by Contacts.
- Custom From Email Address, Dynamic Caller ID per country, and Domestic and International SMS codes to ensure message delivery.
- Remote wiping push notifications from Everbridge Mobile App.

Launching and Managing Messages

- Notifications and Incidents with unlimited templates to manage non-routine and routine alerts.
- Web-based portal to initiate notifications, track responses, and review reports.
- ManageBridge app (iOS, Android) to manage communications while away from your desk.
- Automated weather tracking and alerting.
- Email Ingestion to launch Incidents from remote applications.

- REST API to manage templates, to launch Notifications and Incidents from remote applications, and to automatically retrieve notification results for further processing and decision-making.

Collaboration

- Smart Conference (including 4 bridge lines) for resolution of events with global stakeholders.
- Incident Chat for incident resolution via desktop devices.
- Directory Chat via mobile app for incident resolution while away from the office.

Contact Management

- Community Engagement to ensure the safety of the public through SMS keyword opt-in.
- Custom branded opt-in portal to collect contact information and subscriptions from your Contacts.
- REST API to automate synchronization of Contact records.
- Secure FTP for bulk managing Contact records via CSV-formatted files.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-46-46-0003-000	Term License - Public Communications Advanced - US (Minimum dollar value per single order is no less than $8,564.23 or 10,000 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	$0.86	$8,564.23

Term License-ProServe - Safety Connection Pro Deployment - Corporate - 101-00-22-8637-000

The Everbridge Safety Connection (“SC”) Service Package offerings has been constructed to apply years of industry expertise, in depth system and process knowledge, customized training and delivery of best practices. Deployments are led by an experienced consultant(s) with Critical Event Management (“CEM”) and communications expertise. Our methodology follows a four-stage approach to achieve targeted results. SC is deployed via a single production instance of an Everbridge Software as a Service (“SaaS”) environment known as an organization. An additional single test organization is provisioned to allow the client to test automation for data management and test communications protocols.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-00-22-8637-000	Term License - ProServe - Safety Connection Pro Deployment - Corporate (Pricing for the ProServ fee is based on 10.28% of the Annual Subscription Contract Value of Safety Connection Pro with a minimum purchase value of $12,846.35) (One-Time Installation Fee)	EA	10.28%	$12,846.35

Term License-ProServe - Safety Connection Base Deployment - Corporate - 101-00-22-8636-000

The Everbridge Safety Connection ("SC") Service Package offerings has been constructed to apply years of industry expertise, in depth system and process knowledge, customized training and delivery of best practices. Deployments are led by an experienced consultant(s) with Critical Event Management ("CEM") and communications expertise. Our methodology follows a four-stage approach to achieve targeted results. SC is deployed via a single production instance of an Everbridge Software as a Service ("SaaS") environment known as an organization. An additional single test organization is provisioned to allow the client to test automation for data management and test communications protocols.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-00-22-8636-000	Term License - ProServe - Safety Connection Base Deployment - Corporate (Pricing for the ProServ fee is based on 10.28% of the Annual Subscription Contract Value of Safety Connection Base with a minimum purchase value of $7,707.81) (One-Time Installation Fee)	EA	10.28%	$7,707.81

Term License-ProServe - Mass Notification Base Deployment - Corporate - 101-00-22-8633-000

The Everbridge Mass Notification ("MN") Deployment follows a four-stage project methodology to provide a client with targeted communication to key audiences based upon business use cases. The service includes consulting assistance for system configuration, data management, and message sender training. Deployments are led by experienced consultant(s) with Critical Event Management ("CEM") and communications expertise. Mass Notification is deployed via a single production instance of an Everbridge Software as a Service ("SaaS") environment known as an organization.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-00-22-8633-000	Term License - ProServe - Mass Notification Base Deployment - Corporate (Pricing for the ProServ fee is based on 10.28% of the Annual Subscription Contract Value of Mass Notification Base with a minimum purchase value of $2,826.20) (One-Time Installation Fee)	EA	10.28%	$2,826.20

Term License-ProServe - Mass Notification Pro Deployment - Corporate - 101-00-22-8635-000

The Everbridge Mass Notification ("MN") Deployment follows a four-stage project methodology to provide a client with targeted communication to key audiences based upon business use cases. The service includes consulting assistance for system configuration, data management, and message sender training. Deployments are led by experienced consultant(s) with Critical Event Management ("CEM") and communications expertise. Mass Notification is deployed via a single production instance of an Everbridge Software as a Service ("SaaS") environment known as an organization.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-00-22-8635-000	Term License - ProServe - Mass Notification Pro Deployment - Corporate (Pricing for the ProServ fee is based on 10.28% of the Annual Subscription Contract Value of Mass Notification Pro with a minimum purchase value of $2,826.20) (One-Time Installation Fee)	EA	10.28%	$2,826.20

Term License-ProServe - Mass Notification Standard Deployment - Corporate - 101-00-22-8634-000

The Everbridge Mass Notification ("MN") Deployment follows a four-stage project methodology to provide a client with targeted communication to key audiences based upon business use cases. The service includes consulting assistance for system configuration, data management, and message sender training. Deployments are led by experienced consultant(s) with Critical Event Management ("CEM") and communications expertise. Mass Notification is deployed via a single production instance of an Everbridge Software as a Service ("SaaS") environment known as an organization.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-00-22-8634-000	Term License - ProServe - Mass Notification Standard Deployment - Corporate (Pricing for the ProServ fee is based on 10.28% of the Annual Subscription Contract Value of Mass Notification Standard with a minimum purchase value of $2,826.20) (One-Time Installation Fee)	EA	10.28%	$2,826.20

Term License-ProServ - Public Communications Standard - 100-00-46-0002-000

The Everbridge Public Safety Communications Standard Service Package offerings are designed to fulfill your duty of care by protecting residents & visitors from potential critical events wherever they live or work These services are provided remotely by a team composed of highly experienced, credentialed professionals with years of industry expertise**.**

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-00-46-0002-000	Term License - ProServ - Public Communications Standard (Pricing for the ProServ fee is based on 11.13% of the Annual Subscription Contract Value of Public Communications Standard with a minimum purchase value of $2,826.20 for a resident count of over 100,000.) (One-Time Installation Fee)	EA	11.13%	$2,826.20

Term License-ProServ - Public Communications Advanced - 100-00-46-0003-000

The Everbridge Public Communications Advanced Service Package offerings are designed to fulfill your duty of care by protecting residents & visitors from potential critical events wherever they live or work These services are provided remotely by a team composed of highly experienced, credentialed professionals with years of industry expertise.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-00-46-0003-000	Term License - ProServ - Public Communications Advanced (Pricing for the ProServ fee is based on 13.70% of the Annual Subscription Contract Value of Public Communications Advanced with a minimum purchase value of $2,826.20 for a resident count of over 60,000.) (One-Time Installation Fee)	EA	13.70%	$2,826.20

Term License-SnapComms Engage Service - 100-01-19-0004-000

The SnapComms Engage Service Offering delivers a robust multi-channel communications service for critical and non-critical messages in a format that maximizes employee engagement without interrupting workflows and reducing productivity. The Engage Service onboarding includes the setup and delivery of unlimited messages through Desktop Alerts, Video Alerts, Tickers, Registration Alert, Screensavers, Quiz, Surveys, Wallpaper, Lock Screen and Newsletters and Stories.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-01-19-0004-000	Term License - SnapComms Engage Service (Pricing for SnapComms Engage Service is based on 8.56% of the Annual Subscription Contract Value of SnapComms Engage with a minimum purchase value of $513.85.) (One-Time Installation Fee)	EA	8.56%	$513.85

Term License-SnapComms Inform Service - 100-01-19-0002-000

SnapComms Inform Service Offering delivers instant communications using attention management principles to ensure important messages achieve cut-through, while non-critical messages are delivered in a format that maximizes employee engagement without interrupting workflows and reducing productivity. The Inform Service Offering includes unlimited messages using Desktop and Video Alerts, Tickers, and RSS tickers.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE- Per Unit (with IFF)	GSA PRICE- Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-01-19-0002-000	Term License - SnapComms Inform Service (Pricing for SnapComms Inform Service is based on 8.56% of the Annual Subscription Contract Value of SnapComms Inform with a minimum purchase value of $342.57.) (One-Time Installation Fee)	EA	8.56%	$342.57

Term License- Mass Notification for Corporate - 101-11-11-0243-000

Everbridge Mass Notification for Corporate allows organizations to implement their global operational or employee alert communication plans for ensuring business resilience and employee safety. Mass Notification for Corporate is supported by state-of-the-art security protocols to protect your data, elastic infrastructure to support your growing needs, advanced mobility, interactive reporting, adaptive people and resource mapping to mirror your organization, automation options, and true enterprise class data management capabilities to provide a wide array of data management options.

Core Platform Access

- Three (3) Organizations to use for live communications plan and for testing and/or training.
- Unlimited Users, API accounts, Administrators, and Secure FTP clients.
- Single Sign On for controlling access to your Everbridge service.
- Web-based portal to configure your user environment and perform all tasks.

Key Features

Messaging

- SMPP-based SMS, email, phone, TTY, fax, pagers, Everbridge Mobile App (iOS and Android), and Everbridge Desktop App delivery methods as part of a multi-modal communication plan. Voice and phone communications are subject to fair use policy.
- Publishing channels to access notifications shared by public and private organizations, to post messages to Web sites, to post messages to your Everbridge custom-branded opt-in portal, to post messages to your Twitter and Facebook accounts, and to post audio board messages for easy retrieval by your Contacts.
- Custom From Email Address for identifying your organization in email notifications, Dynamic Caller ID per country, and domestic and international SMS codes to ensure message delivery.
- Remote wiping push notifications from Everbridge Mobile App to ensure older messages are removed from the mobile app or to remove all messages when a Contact leaves your organization.
- Integrate your existing corporate mobile app (or similar) with Everbridge Digital App Interface API to push notifications to employees as an additional modality.
- Everbridge Desktop Alerts full screen take over pop-up with five emergency alerting templates designed to interrupt and capture your recipient’s attention.

Launching and Managing Messages

- Notifications and Incidents with unlimited templates to manage non-routine and routine alerts.
- Automated weather tracking and alerting your Contacts to protect your assets and your employees. (United States and Europe only)
- Email Ingestion to launch Incident Templates from remote applications.
- Web-based portal to initiate notifications, track responses, and review reports.
- ManageBridge app (iOS, Android) to launch and manage communications while away from your desk.
- REST API to manage templates, to launch Notifications and Incidents from remote applications, and to automatically retrieve notification results for further processing and decision-making.

Collaboration

- Incident Chat launched from Incident Templates for 1x1 or group incident resolution via desktop devices.
- Secure Collaboration via mobile app for incident resolution while away from the office.
- Smart Conference (including 4 bridge lines) for resolution of events with global stakeholders.

Contact Management

- Visitor Engagement to ensure the safety of visitors to your sites through SMS keyword opt-in. (United States only)
- Custom branded opt-in portal to collect contact information and subscriptions from your Contacts.
- REST API to automate synchronization of Contact records.
- Secure FTP for bulk managing Contact records via CSV-formatted files.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-11-11-0243-000	Term License-Mass Notification for Corporate (Minimum dollar value per single order is no less than $5,523.93 or 150 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	$36.83	$5,523.93

Term License-Everbridge Risk Center - RENEWAL ONLY - 100-80-11-9093-000

Risk Center combines thousands of the most trustworthy data sources with an experienced team of analysts to empower organizations to proactively monitor and mitigate risk. Built on Everbridge platform, the solution provides powerful visualization and orchestration for managing critical events used in organizational functions such as security, business

continuity, supply chain and operations to mitigate or eliminate the impact of risk. Through targeted real-time alerting, organizations can proactively monitor and analyze incidents and events worldwide, dramatically increasing the ability to respond to risks that threaten people, assets, operations, and organizations – locally and globally.

Key Capabilities Include:

- Send Domestic and International Alerts and Testing Messages
- Unlimited Email and Mobile App Push Notifications
- One (1) additional Organization
- Unlimited response plans
- Named Users
- Global fixed assets
- Real-time incidents with hyper-local data
- Access to Analyst team for real-time updates and up to 8 custom reports
- Delivered in a multi-tenant Software-as-a-Service (SaaS) environment
- Connect to an Everbridge Org
- Access to Operator Console
- Access to Admin Console
- One (1) Contact Data Store in the United States, Germany, or the United Kingdom
- Visualization of up to the number of organizational fixed assets purchased
- Self-service configuration: severity/distance/category
- Acknowledge Alerts; Add Notes to Alerts; Assess Context with Alert Selected; Hide All Alerts, Reinstate Alerts
- Select Multiple Alerts and Perform Actions on Selected Alerts, Snooze Alerts
- Show Distance from Alert to Assets View Alert Log
- View Details on Related Assets
- Filter Alerts using a Map Query, Search, Timeline
- View Acknowledged and Snoozed Alerts
- Data feeds

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-80-11-9093-000	Term License - Risk Center - Renewal Only (Minimum dollar value per single order is no less than $29,118.39 or 35 contacts/assets, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	$831.96	$29,118.39

Term License-Threat View - RENEWAL ONLY - 100-04-11-1034-000

Threat View powered by NC4 combines the world-class threat assessment intelligence of NC4 with Everbridge's critical communications suite and global reach. Threat View provides security executives and emergency managers the intelligence and the communications platform needed to quickly assess and disseminate risk-related information.

Key Capabilities Include:

- NC4 threat summary information for up to five geographic locations with a maximum of 10 thresholds
- Single Web interface console to display aggregated information
- Unlimited administrator access to the Everbridge System
- Integrated with Everbridge Mass Notification broadcast features to notify contacts in surrounding areas using phone, email, SMS text, and mobile push notifications
- Configurable thresholds and settings for NC4 Incidents
- Set up alerts based on proximity, severity, and type of NC4 incident
- Define messages and key recipients upon threshold trigger
- Visualize NC4 incident alerts on a map alongside your Everbridge contacts
- Quickly communicate with potentially impacted contacts using map-based targeting

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-04-11-1034-000	Term License - Threat View - Renewal Only	YR	$2,141.06	$2,141.06

Term License-Everbridge Critical Event Management (CEM) for Safety and Continuity - RENEWAL ONLY - 100-80-11-9091-000

Everbridge Critical Event Management (CEM) for Safety and Continuity aggregates thousands of the most trustworthy data sources with an experienced team of analysts to empower organizations to proactively monitor and mitigate risk. The solution provides powerful visualization and orchestration for managing critical events used in organizational functions such as security, business continuity, supply chain and operations to mitigate or eliminate the impact of risk. Through risk event correlation with assets, targeted real-time alerting, organizations can proactively monitor and analyze incidents and events worldwide, dramatically increasing the ability to respond to risks that threaten people, assets, operations, and organizations – locally and globally. CEM for Safety and Continuity allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. The solution is supported by state-of-the-art security protocols, elastic infrastructure, advanced mobility, interactive reporting and analytics, adaptive people and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options.

Key Capabilities Include:

- Unlimited email notifications
- Unlimited Everbridge mobile app push notifications

- Unlimited usage of Secure Collaboration mobile app encrypted communications
- Global Messaging Credits equal to 10% of the aggregate license fee paid (Each voice call is charged ten Global Messaging Credits per recipient and each SMS message is charged five Global Messaging Credits per recipient)
- Includes Everbridge Risk Center
- Includes Everbridge Mass Notification Pro
- Includes Everbridge Visual Command Center
- Access to Single Sign On to simplify user management
- Three (3) Organization with unlimited nested static and dynamic groups
- One (1) Contact Data Location
- Self-service configuration: severity/distance/category
- Acknowledge Alerts
- Add Notes to Alerts
- Assess Context with Alert Selected
- Hide All Alerts, Reinstate Alerts
- Select Multiple Alerts and Perform Actions on Selected Alerts, Snooze Alerts
- Show Distance from Alert to Assets View Alert Log
- View Details on Related Assets
- Filter Alerts using a Map Query, Search, Timeline
- View Acknowledged and Snoozed Alerts
- Data feeds
- Custom branded opt-in portal with custom fields and opt-in subscriptions Flexible role-based access controls to manage user permissions
- Access to Real-Time Dashboard, Notifications Library, Everbridge Universe, and Custom Reporting Access to Incident Management to automate incident communication workflows
- Access to Incident Chat for responders to coordinate and collaborate Access to SmartConference audio conference bridging
- Access to Secure Collaboration mobile functionality for chat and texting with one colleague or a group from mobile phones and desktops
- Access to Visitor and Customer Engagement with five Keywords to allow people to opt-in to a database using keywords
- Access to Email Ingestion or EB Open Broadcast API to distribute up to 100 annual multi-modal notifications

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-80-11-9091-000	Term License - CEM for Safety & Continuity (Minimum dollar value per single order is no less than $149,874.06 or 1000 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	$149.87	$149,874.06

Term License-Technical Account Manager / Embedded Intelligence Analyst (Recurring) - RENEWAL ONLY - 101-00-11-8706-000

Augment your organization's capabilities with our combined Technical Account Management (TAM) and Embedded Intelligence Analyst (EIA) Service. This offering grants clients the benefit of a dual role professional, serving both as your TAM and EIA, thereby streamlining operations and optimizing resource allocation. As a TAM, this professional ensures successful adoption and expansion of Everbridge solutions, providing system support, end-user training, strategic planning assistance, system optimization recommendations, issue resolution, and the opportunity to influence future product enhancements. Simultaneously serving as your EIA, they bring comprehensive security capabilities to your organization. Embedded within your team, they focus on threat assessments, risk reports, and monitoring activities pertinent to your unique security challenges. With their background in intelligence communities, corporate intelligence, and military intelligence, you gain a dedicated resource equipped with a vast array of risk intelligence data and cutting-edge tools.

Key Features:

- Dual Role Efficiency: Experience the advantages of having a single professional who is both a TAM and EIA.
- End-to-End Service: From system support to intelligence assessments, this role provides a holistic approach to address your needs.
- Expertise and Experience: Leverage their technical expertise in Everbridge products and extensive experience in intelligence analysis.

With this package, not only do you receive technical support for your Everbridge products, but also gain a competitive edge in your security posture. This dual role service, tailored to meet your specific needs, ensures you navigate both the technical and global threat landscape effectively.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-00-11-8706-000	Term License - Technical Account Manager / Embedded Intelligence Analyst (Recurring) - Renewal Only. This SKU is to support Flex hours outside normal buckets. (One-Time Installation Fee)	HR	$214.11	$214.11

Everbridge IT Alerting Recipients - RENEWAL ONLY - 101-05-11-1252-000

Critical IT events can have significant impact on companies' operations and on the business users. This can lead to user frustration and higher-than-usual inbound call volumes into the company's IT support centers. The IT Alerting Recipient license is designed to offer 1-way notifications to all impacted business users (or recipients) who are not expected to actively work on the incident resolution. The notifications are sent from the Everbridge Incident module, a component of Everbridge of IT Alerting in the form of emails, mobile push notification, SMS or Voice.

IT Alerting Recipient licenses are only available to accounts who have IT Alerting Resolver Standard Licenses with the following ratio 20 resolvers/80 recipients.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-05-11-1252-000	Term License - IT Alerting Recipients (Per recipient) - Renewal Only	Recipient	$50.64	$50.64

Term License- Everbridge 360 – Public Safety Comms (Public Alerting) – EBSPB-000000053-PF-SUB

Everbridge 360 – Public Safety Comms enables government agencies to quickly and reliably send broad or targeted notifications based on lists or location to the public via text, voice, email, and over 100 other modalities, including desktop alerts. Communicate and collaborate internally securely. Engage with your community through zip code and keyword opt-in. With Everbridge, you are supported by an expandable and redundant infrastructure, industry-leading security and compliance, and real-time visualized intelligence.

Key Capabilities include:

Messaging:

- IPAWS (via free add-on), SMPP-based SMS, email, phone, TTY, FAX, pagers, Everbridge Mobile app (iOS and Android) and Desktop Alerts delivery methods as part of a multi-modal communication plan.
- Publishing channels to access notifications shared by organizations, post messages to Web sites, posting messages to your Everbridge custom-branded opt-in portal to post messages to Twitter and Facebook accounts, and post audio board messages for easy retrieval by Contacts.
- Custom From Email Address, Dynamic Caller ID per country, and Domestic and International SMS codes to ensure message delivery.
- Remote wiping push notifications from Everbridge Mobile App.

Launching and Managing Messages

- Notifications and Incidents with unlimited templates to manage non-routine and routine alerts.
- Web-based portal to initiate notifications, track responses, and review reports.
- ManageBridge app (iOS, Android) to manage communications while away from your desk.
- Automated weather tracking and alerting.
- Email Ingestion to launch Incidents from remote applications.
- REST API to manage templates, to launch Notifications and Incidents from remote applications, and to automatically retrieve notification results for further processing and decision-making.

Collaboration

- Smart Conference (including 4 bridge lines) for resolution of events with global stakeholders.
- Incident Chat for incident resolution via desktop devices.
- Directory Chat via mobile app for incident resolution while away from the office.

Contact Management

- Community Engagement to ensure the safety of the public through SMS keyword opt-in.

- Custom branded opt-in portal to collect contact information and subscriptions from your Contacts.
- Universal Profiles
- REST API to automate synchronization of Contact records.
- Secure FTP for bulk managing Contact records via CSV-formatted files.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA Price-Per Unit (with IFF)	GSA Price-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc.	EBSPB-000000053-PF-SUB	Everbridge 360 – Public Safety Comms (Public Alerting)		$ 0.43	$ 4,282.12

Term License- Everbridge 360 – Public Safety Comms (Contacts) – EBSPB-000000054-PF-SUB

Everbridge 360 – Public Safety Comms enables government agencies to quickly and reliably send broad or targeted notifications based on lists or location to the public via text, voice, email, and over 100 other modalities, including desktop alerts. Communicate and collaborate internally securely. Engage with your community through zip code and keyword opt-in. With Everbridge, you are supported by an expandable and redundant infrastructure, industry-leading security and compliance, and real-time visualized intelligence.

Key Capabilities include:

Messaging:

- IPAWS (via free add-on), SMPP-based SMS, email, phone, TTY, FAX, pagers, Everbridge Mobile app (iOS and Android) and Desktop Alerts delivery methods as part of a multi-modal communication plan.
- Publishing channels to access notifications shared by organizations, post messages to Web sites, posting messages to your Everbridge custom-branded opt-in portal to post messages to Twitter and Facebook accounts, and post audio board messages for easy retrieval by Contacts.
- Custom From Email Address, Dynamic Caller ID per country, and Domestic and International SMS codes to ensure message delivery.
- Remote wiping push notifications from Everbridge Mobile App.

Launching and Managing Messages

- Notifications and Incidents with unlimited templates to manage non-routine and routine alerts.
- Web-based portal to initiate notifications, track responses, and review reports.
- ManageBridge app (iOS, Android) to manage communications while away from your desk.
- Automated weather tracking and alerting.
- Email Ingestion to launch Incidents from remote applications.
- REST API to manage templates, to launch Notifications and Incidents from remote applications, and to automatically retrieve notification results for further processing and decision-making.

Collaboration

- Smart Conference (including 4 bridge lines) for resolution of events with global stakeholders.
- Incident Chat for incident resolution via desktop devices.
- Directory Chat via mobile app for incident resolution while away from the office.

Contact Management

- Community Engagement to ensure the safety of the public through SMS keyword opt-in.
- Custom branded opt-in portal to collect contact information and subscriptions from your Contacts.
- Universal Profiles
- REST API to automate synchronization of Contact records.
- Secure FTP for bulk managing Contact records via CSV-formatted files.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA Price-Per Unit (with IFF)	GSA Price-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc.	EBSPB-000000054-PF-SUB	Everbridge 360 – Public Safety Comms (Contacts)		$ 42.82	$ 4,282.12

Term License- ProServ - Everbridge 360 – Public Safety Comms - EBSPB-000000058-EN-SUB

The Everbridge Everbridge 360 – Public Safety Comms Service Package offerings are designed to fulfill your duty of care by protecting residents & visitors from potential critical events wherever they live or work These services are provided remotely by a team composed of highly experienced, credentialed professionals with years of industry expertise.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA Price-Per Unit (with IFF)	GSA Price-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc.	EBSPB-000000058-EN-SUB	ProServ - Everbridge 360 – Public Safety Comms (Pricing for the ProServ fee is based on 10% of the Annual Subscription Contract Value of Everbridge 360 – Public Safety Comms with a minimum purchase value of $2,430. Everbridge will provide discount pricing on a pro-rata basis beyond the minimum purchase value.)		8.56%	$ 2,081.11

Term License- Everbridge 360 – Public Safety CEM Add-On- EBSPB-000000055-PF-SUB

Everbridge 360 – Public Safety CEM Add-On helps organizations quickly locate and communicate with their people. The solution aggregate's geo-location data from HR (Human Resources) systems and the Everbridge Mobile app so you can reach out to those employees, contractors or visitors who are potentially at risk. Combining physical access control, mobile application, network access and other location-aware data to improve employee security and provide enhanced information about an employee's location to help keep people safe. The solution provides powerful visualization and orchestration for managing critical events used in organizational functions such as security, business continuity, supply chain and operations to mitigate or eliminate the impact of risk. Through risk event correlation with employees, travelers, assets and targeted real-time alerting, organizations can proactively monitor and analyze incidents and events worldwide, dramatically increasing the ability to respond to risks that threaten people, assets, operations, and organizations – locally and globally. Everbridge 360 – Public Safety CEM Add-On allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. The solution is supported by state-of-theart security protocols, elastic infrastructure, advanced mobility, interactive reporting and analytics, adaptive people, and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options.

Key Capabilities Include:

- 5 Named Users
- 50 Asset Types
- 50 Custom Attributes per Asset or Contact Type
- Up to 5000 Alertable Assets can be purchased
- Everbridge end-to-end Critical Event Management (CEM) workflow: Assess - Locate - Act - Analyze with integrated CEM Risk Intelligence, Correlation, Automation, and Orchestration
- Embeds Everbridge Risk Intelligence and predefined Notification Workflows in the Visual Command Center user experience
- Everbridge mobile app for push notifications
- Single Sign on to simplify user & contact access and authentication management
- One (1) production Organization with unlimited nested static and dynamic groups and Everbridge Elastic Infrastructure for message delivery.
- One (1) Contact Data Store Location per Organization
- Unlimited Administrators for Web-based portal to initiate messages, reporting, and administration
- Unlimited Administrators for ManageBridge Application (iOS, Android) and Mobile Optimized Notification Site
- Unlimited Notification and Incident templates
- 4 Smart Conference Bridge lines (subject to regional availability)
- Live Operator Message Initiations on your behalf should your ability to use the internet be interrupted
- Access to Real-Time Dashboard, Notifications and Incidents Library, Everbridge Universe, and Custom Reporting
- Access to customizable mobile buttons
- Access to User Entered Risk Events
- Access to SOS, Safe Corridor, and Emergency Call in the Everbridge Mobile app to allow contacts to check in and the organization to automate outreach to predefined contacts and to require check-in and location monitoring capabilities within a specific geographic area

- Access to Private Incident Zones to geofence and communicate to people based on dynamic locations within a geofence
- Access to Everbridge Open REST API and Email Ingestion (Rate limits apply)
- Risk and Contextual Data feeds
- Critical Event Management communications capabilities
- Alert Actions: Acknowledge Alerts, Add Notes to Alerts, Assess Context with Alert Selected, Hide All Alerts, Reinstate Alerts, Select Multiple Alerts and Perform Actions on Selected Alerts, Show Distance from Alert to fixed Assets or Contacts, Snooze Alerts, View Alert Log
- Access to Secure Collaboration mobile functionality for chat and texting with one colleague or a group from mobile phones and desktops

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA Price-Per Unit (with IFF)	GSA Price-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc.	EBSPB-000000055-PF-SUB	Everbridge 360 – Public Safety CEM Add-On		$ 4,282.12	$ 21,410.58

Term License- Everbridge 360 – Public Safety CEM Stand-Alone- EBSPB-000000056-PF-SUB

Everbridge 360 – Public Safety CEM Stand-Alone helps organizations quickly locate and communicate with their people. The solution aggregate's geo-location data from HR (Human Resources) systems and the Everbridge Mobile app so you can reach out to those employees, contractors or visitors who are potentially at risk. Combining physical access control, mobile application, network access and other location-aware data to improve employee security and provide enhanced information about an employee's location to help keep people safe. The solution provides powerful visualization and orchestration for managing critical events used in organizational functions such as security, business continuity, supply chain and operations to mitigate or eliminate the impact of risk. Through risk event correlation with employees, travelers, assets and targeted real-time alerting, organizations can proactively monitor and analyze incidents and events worldwide, dramatically increasing the ability to respond to risks that threaten people, assets, operations, and organizations – locally and globally. Everbridge 360 – Public Safety CEM Stand-Alone allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. The solution is supported by state-of-theart security protocols, elastic infrastructure, advanced mobility, interactive reporting and analytics, adaptive people, and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options.

Key Capabilities Include:

- 5 Named Users
- 50 Asset Types
- 50 Custom Attributes per Asset or Contact Type
- Up to 5000 Alertable Assets can be purchased

- Everbridge end-to-end Critical Event Management (CEM) workflow: Assess - Locate - Act - Analyze with integrated CEM Risk Intelligence, Correlation, Automation, and Orchestration
- Embeds Everbridge Risk Intelligence and predefined Notification Workflows in the Visual Command Center user experience
- Everbridge mobile app for push notifications
- Single Sign on to simplify user & contact access and authentication management
- One (1) production Organization with unlimited nested static and dynamic groups and Everbridge Elastic Infrastructure for message delivery.
- One (1) Contact Data Store Location per Organization
- Unlimited Administrators for Web-based portal to initiate messages, reporting, and administration
- Unlimited Administrators for ManageBridge Application (iOS, Android) and Mobile Optimized Notification Site
- Unlimited Notification and Incident templates
- 4 Smart Conference Bridge lines (subject to regional availability)
- Live Operator Message Initiations on your behalf should your ability to use the internet be interrupted
- Access to Real-Time Dashboard, Notifications and Incidents Library, Everbridge Universe, and Custom Reporting
- Access to customizable mobile buttons
- Access to User Entered Risk Events
- Access to SOS, Safe Corridor, and Emergency Call in the Everbridge Mobile app to allow contacts to check in and the organization to automate outreach to predefined contacts and to require check-in and location monitoring capabilities within a specific geographic area
- Access to Private Incident Zones to geofence and communicate to people based on dynamic locations within a geofence
- Access to Everbridge Open REST API and Email Ingestion (Rate limits apply)
- Risk and Contextual Data feeds
- Critical Event Management communications capabilities
- Alert Actions: Acknowledge Alerts, Add Notes to Alerts, Assess Context with Alert Selected, Hide All Alerts, Reinstate Alerts, Select Multiple Alerts and Perform Actions on Selected Alerts, Show Distance from Alert to fixed Assets or Contacts, Snooze Alerts, View Alert Log
- Access to Secure Collaboration mobile functionality for chat and texting with one colleague or a group from mobile phones and desktops

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA Price-Per Unit (with IFF)	GSA Price-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc.	EBSPB-000000056-PF-SUB	Everbridge 360 – Public Safety CEM Stand-Alone		$ 6,851.39	$ 34,256.93

Term License- ProServ - Everbridge 360 – Public Safety CEM - EBSPB-000000059-PF-SUB

The Everbridge 360 – Public Safety CEM Service Package offerings are designed to build enterprise resilience by enhancing business operations and safeguarding assets. These services are provided remotely by a team composed of highly experienced, credentialed professionals with years of industry expertise. Scope Everbridge 360 – Public Safety CEM allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. Everbridge 360 – Public Safety CEM is deployed into a single production instance of an Everbridge SaaS environment known as an Organization.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA Price-Per Unit (with IFF)	GSA Price-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc.	EBSPB-000000059-PF-SUB	ProServ - Everbridge 360 – Public Safety CEM (Pricing for the ProServ fee is based on 10% of the Annual Subscription Contract Value of Everbridge 360 – Public Safety CEM with a minimum purchase value of $4,000. Everbridge will provide discount pricing on a pro-rata basis beyond the minimum purchase value.)		8.56%	$ 3,425.69

Everbridge, Inc.
GSA End User License Agreement – Software

This End User License Agreement (**"Agreement"**) is entered into by and between Everbridge, Inc. (**"Everbridge"**) and an Ordering Activity, an entity entitled to order under GSA Schedule contracts as defined in GSA Order ADM 4800.2H, as may be revised from time to time (**"Client"**), effective on the date of signature by an authorized signatory on the Quote or other ordering document (**"Effective Date"**). Everbridge and Client are each hereinafter sometimes referred to as a **"Party"** and collectively, the **"Parties."**

1. **SERVICES.**

   1.1. Orders. Everbridge shall provide Client access to its proprietary interactive communication solutions (the "**Solutions**") subject to the terms and conditions set forth in this Agreement and the description of services and pricing provided in the applicable quote or other ordering document (e.g., statement of work) (the "**Quote**") and the applicable Solution documentation (the "**Documentation**"). If applicable, Everbridge shall provide the training and professional services ("**Professional Services**") set forth in the Quote. Collectively, the Solutions and Professional Services are referred to as the "**Services**". Everbridge shall provide Client with login and password information for each User (as defined below) and will configure the Solutions based on the maximum number of Contacts (as defined below) or Users, as applicable depending on the Solutions ordered. Client shall undergo the initial setup and training as set forth in the onboarding Documentation within sixty (60) days of the Effective Date. Unless otherwise provided in the applicable Quote or Documentation, Services are purchased as annual subscriptions.

   1.2. Users; Contacts. "**Users**" are individuals who are authorized by Client from time to time to use the Solutions for the purposes of sending notifications, configuring templates, reporting or managing data, serving as system administrators, or performing similar functions, and who have been supplied user identifications and passwords by Client. Users may include employees and contractors of Client or an Included Department. "**Included Department**" means any enterprise department, office, agency, or other entity that receives a majority of its funding from the same general or enterprise fund, as applicable, as the Client. "**Contacts**" are individuals who Client contacts through the Solutions and/or who provides their personal contact information to Everbridge, including through an opt-in portal. If applicable to the particular Solution, the number of Users and/or Contacts that may be authorized by Client is set forth on the Quote.

2. **PAYMENT TERMS.** Everbridge shall invoice Client annually in advance for all Solutions and Professional Services, and Client shall pay the fees set forth in the Quote within thirty (30) days from date of invoice. All pricing must be consistent with the Schedule Price List. If Client exceeds any role-based numbers, messaging credits or other usage levels consistent with the Schedule Price list. All Professional Services must be used within 12 months from date of purchase.

3. RESPONSIBILITIES.

   3.1. Client Data. Client shall retain all ownership rights in all Contact data and all electronic data Client transmits to Everbridge to or through the Solutions ("Client Data"). Client represents that it has the right to authorize and hereby does authorize Everbridge to collect, store and process Client Data subject to the terms of this Agreement. Client shall maintain a copy of all Contact data it provides to Everbridge.

3.2. Use of Solutions. Client is responsible for all activity occurring under Client's account(s) and shall comply with all applicable Privacy Laws (as defined below) and all other applicable laws and regulations in connection with Client's use of the Services, including its provision of Client Data to Everbridge. Client shall be responsible for ensuring that there is a lawful basis for sending communications through the Solutions to Contacts including, where applicable, obtaining the required consent of Contacts. Client shall use the Service in accordance with Everbridge's then applicable Acceptable Use Policy posted on www.everbridge.com. Client shall promptly notify Everbridge of any unauthorized use of any password or account of which Client becomes aware. Client acknowledges that the Solutions are a passive conduit for the transmission of Client Data, and Everbridge has no obligation to screen, preview or monitor content, and shall have no liability for any errors or omissions or for any defamatory, libelous, offensive or otherwise unlawful content in any Client Data, or for any losses, damages, claims, or other actions arising out of or in connection with any data sent, accessed, posted or otherwise transmitted via the Solutions by Client, Users or Contacts, except to the extent such losses are caused directly by the acts or omissions of Everbridge personnel.

3.3. Data Privacy. Everbridge shall abide by all applicable Privacy Laws in connection with the operation of the Solutions. "Privacy Laws" means all U.S. federal and state laws and regulations regarding consumer and data protection and privacy.

3.4. Data Security. Everbridge's IT security and compliance program includes the following standards generally adopted by industry leading providers: (i) reasonable and appropriate technical, organizational, and security measures against the destruction, loss, unavailability, unauthorized access or alteration of Client Data in the possession or under the control of Everbridge, including measures to ensure the availability of information following interruption to, or failure of, critical business processes; and (ii) an annual assessment of its security controls performed by an accredited third party audit firm in accordance with the Statement on Standards for Attestation Engagements No. 18 (SSAE 18). Upon request, Everbridge shall provide Client with a copy of its current SSAE 18 SOC 2 report. Everbridge's security framework is based on the security requirements and controls within US National Institute of Standards and Technology (NIST) Special Publication 800-53 – Security and Privacy Controls for Information Systems and Organizations. The NIST 800-53 security requirement standard has direct mapping to other security and data privacy frameworks, including global information security standard ISO 27001, HIPAA-HITECH, and HITRUST. The data security procedures that Everbridge follows when providing the Solutions are included at the following URL: https://docs.everbridge.com/cdn/legal/Data-Security-Exhibit.pdf.

4. TERM. The term of this Agreement shall begin on the Effective Date and shall expire when all underlying Quotes with Client or its Affiliates have expired in accordance with the terms of such Quotes, unless terminated earlier as provided herein.

5. SUSPENSION.

5.1. Suspension. Everbridge may temporarily suspend Client's access to the Solutions or any portion thereof for (i) emergency network repairs, threats to, or actual breach of network security; or (ii) any legal, regulatory, or governmental prohibition affecting the Solution. Everbridge shall use its best efforts to notify Client through its Client Portal and/or via email prior to such suspension and shall reactivate any affected portion of the Solution as soon as possible.

6. PROPRIETARY RIGHTS.

6.1. Grant of License. Subject to the terms and conditions of this Agreement, Everbridge hereby grants to Client, during the term of this Agreement, a limited, non-exclusive, non-transferable, non-sublicensable right to use the Solutions.

6.2. Restrictions. Client shall use the Solution solely for its internal business purposes. In particular, Client's use of the Solutions shall not include service bureau use, outsourcing, renting, reselling, sublicensing, or time-sharing. Client shall not (i) sell, transfer, assign, distribute or otherwise commercially exploit or make the Solution available to any third party except as expressly set forth herein; (ii) modify or make derivative works based upon the Solution; (iii) reverse engineer the Solution; (iv) remove, obscure or alter any proprietary notices or labels on the Solution or any materials made available by Everbridge; (v) use, post, transmit or introduce any device, software or routine (including viruses, worms or other harmful code) which interferes or attempts to interfere with the operation of the Solution; or (vi) defeat or attempt to defeat any security mechanism of any Solution.

6.3. Reservation of Rights. The Solutions (including all associated computer software (whether in source code, object code, or other form), databases, indexing, search, and retrieval methods and routines, HTML, active server pages, intranet pages, and similar materials) and all intellectual property and other rights, title, and interest therein (collectively, "IP Rights"), whether conceived by Everbridge alone or in conjunction with others, constitute Confidential Information and the valuable intellectual property, proprietary material, and trade secrets of Everbridge and its licensors and are protected by applicable intellectual property laws of the United States and other countries. Everbridge owns (i) all voluntary feedback regarding the design or operation of the Services (except for the Client Data) provided to Everbridge by Users, Client and Contacts in conjunction with the Services, and (ii) all aggregated and anonymized transactional, performance, derivative data and metadata generated in connection with the Solutions, which are generally used to improve the functionality and performance of the Services. Except for the rights expressly granted to Client in this Agreement, all rights in and to the Solutions and all of the foregoing elements thereof (including the rights to any work product resulting from Professional Services and to any modification, enhancement, configuration or derivative work of the Solutions) are and shall remain solely owned by Everbridge and its respective licensors. Everbridge may use and provide Solutions and Professional Services to others that are similar to those provided to Client hereunder, and Everbridge may use in engagements with others any knowledge, skills, experience, ideas, concepts, know-how and techniques used or gained in the provision of the Solutions or Professional Services to Client, provided that, in each case, no Client Data or Client Confidential Information is disclosed thereby.

7. CONFIDENTIAL INFORMATION.

7.1. Definition. "Confidential Information" means all information of a Party ("Disclosing Party") disclosed to the other Party ("Receiving Party"), whether orally, electronically, in writing, or by inspection of tangible objects (including, without limitation, documents or prototypes), that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes without limitation, all Client Data, the Solutions, and either Party's business and marketing plans, technology and technical information, product designs, reports and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to Disclosing Party; (ii) was known to Receiving Party prior to its disclosure by Disclosing Party without breach of any obligation owed to Disclosing Party; (iii) was independently developed by Receiving Party without breach of any obligation owed to Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to Disclosing Party.

7.2. Protection. Receiving Party shall not disclose or use any Confidential Information of Disclosing Party for any purpose other than performance or enforcement of this Agreement without Disclosing Party's prior written

consent. If Receiving Party is compelled by law to disclose Confidential Information of Disclosing Party, including under the Freedom of Information Act or other public information request (i.e., "state sunshine" laws) it shall provide Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest the disclosure. Receiving Party shall protect the confidentiality of Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care). Receiving Party shall promptly notify Disclosing Party if it becomes aware of any breach of confidentiality of Disclosing Party's Confidential Information.

7.3. Upon Termination. Upon any termination of this Agreement, the Receiving Party shall continue to maintain the confidentiality of the Disclosing Party's Confidential Information and, upon request and to the extent practicable, destroy all materials containing such Confidential Information. Notwithstanding the foregoing, either Party may retain a copy of any Confidential Information if required by applicable law or regulation, in accordance with internal compliance policy, or pursuant to automatic computer archiving and back-up procedures, subject at all times to the continuing applicability of the provisions of this Agreement.

8. WARRANTIES; DISCLAIMER.

8.1. Everbridge Warranty. During the duration of the Term or sixty (60) days after the Effective Date, whichever is longer, Everbridge shall provide the Solutions in material compliance with the functionality and specifications set forth on the applicable Solution Documentation during the period the Services are purchased. Everbridge shall provide 24X7X365 Client support in accordance with its most recently published Support Services Guide. Professional Services shall be performed in a professional manner consistent with industry standards.

8.2. Disclaimer. THE FOREGOING REPRESENT THE ONLY WARRANTIES MADE BY EVERBRIDGE HEREUNDER, AND EVERBRIDGE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. EVERBRIDGE DOES NOT WARRANT THAT THE SOLUTION WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL EVERBRIDGE HAVE ANY LIABILITY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE SOLUTION TO DELIVER AN ELECTRONIC COMMUNICATION, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF EVERBRIDGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

8.3. SMS Transmission. CLIENT ACKNOWLEDGES THAT THE USE OF SHORT MESSAGING SERVICES ("SMS"), ALSO KNOWN AS TEXT MESSAGING, AS A MEANS OF SENDING MESSAGES INVOLVES A REASONABLY LIKELY POSSIBILITY FROM TIME TO TIME OF DELAYED, UNDELIVERED, OR INCOMPLETE MESSAGES AND THAT THE PROCESS OF TRANSMITTING SMS MESSAGES CAN BE UNRELIABLE AND INCLUDE MULTIPLE THIRD PARTIES THAT PARTICIPATE IN THE TRANSMISSION PROCESS, INCLUDING MOBILE NETWORK OPERATORS AND INTERMEDIARY TRANSMISSION COMPANIES. ACCORDINGLY, EVERBRIDGE RECOMMENDS THAT SMS MESSAGING NOT BE USED AS THE SOLE MEANS OF COMMUNICATION IN AN EMERGENCY SITUATION.

9. INDEMNIFICATION.

9.1. By Everbridge. Everbridge shall defend, indemnify and hold Client harmless from and against any Claim against Client arising out of (i) any breach by Everbridge of applicable Privacy Laws; (ii) any breach by Everbridge of its data security obligations under Section 3.4; or (iii) an allegation that the Solution as contemplated hereunder infringes an issued patent or other IP Right in a country in which the Solution is provided to Client. If (x) any aspect of the Solution is found or, in Everbridge's reasonable opinion is likely to be found, to infringe upon the IP Right of a third party or (y) the continued use of the Solution is enjoined, then Everbridge will promptly and at its own cost and expense at its option: (i) obtain for Client the right to continue using the Solution; (ii) modify such aspect of the Solution so that it is non-infringing; or (iii) replace such aspect of the Solution with a non-infringing functional equivalent. If, after all commercially reasonable efforts, Everbridge determines in good faith that options (i) - (iii) are not feasible, Everbridge will remove the infringing items from the Solution and refund to Client on a pro-rata basis any prepaid unused fees paid for such infringing element. The remedies set forth in this Section 9.2 are Client's exclusive remedy for Claims for infringement of an IP Right. Everbridge shall have no obligation or liability for any claim pursuant to this Section to the extent arising from: (i) the combinations, operation, or use of the Solution supplied under this Agreement with any product, device, or software not supplied by Everbridge to the extent the combination creates the infringement; (ii) the unauthorized alteration or modification by Client of the Solution; or (iii) Everbridge's compliance with Client's designs, specifications, requests, or instructions pursuant to an engagement for Everbridge Professional Services relating to the Solution to the extent the claim of infringement is based on the foregoing.

9.2. Indemnification Process. The indemnifying party's obligations under this Section 9 are contingent upon the indemnified party (a) promptly giving notice of the Claim to the indemnifying party once the Claim is known; (b) giving the indemnifying party sole control of the defense and settlement of the Claim (provided that the indemnifying party may not settle such Claim unless such settlement unconditionally releases the indemnified party of all liability and does not adversely affect the indemnified party's business or service); and (c) providing the indemnifying party all available information and reasonable assistance.

10. **LIABILITY LIMITS.** To the maximum extent permitted by law, neither Party shall have any liability to the other Party for any indirect, special, incidental, punitive, or consequential damages, however caused, under any theory of liability, and whether or not the Party has been advised of the possibility of such damage. Notwithstanding anything in this Agreement to the contrary, in no event shall Everbridge's aggregate liability, regardless of whether any action or claim is based on warranty, contract, tort or otherwise, exceed amounts paid or due by Client to Everbridge hereunder during the 12-month period prior to the event giving rise to such liability. Client understands and agrees that these liability limits reflect the allocation of risk between the Parties and are essential elements of the basis of the bargain, the absence of which would require substantially different economic terms. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Agreement under any federal fraud statute. Furthermore, this clause shall not impair nor prejudice the U.S. Government's right to express remedies provided in the schedule contract (i.e. Price Reductions, Patent Indemnification, Liability for Injury or Damage, Price Adjustment, Failure to Provide Accurate Information).

11. **INSURANCE.** Everbridge will maintain during the term of this Agreement the following coverages: (i) General Liability insurance, with liability limits of at least $5,000,000; (ii) Network Technology/Cyber Liability coverage with limits of at least $5,000,000; and (iii) workers' compensation insurance as required by the state or local law in which the work is performed. Upon request by Client, Everbridge shall provide Client a certificate of insurance evidencing such coverages.

12. MISCELLANEOUS.

12.1. **Non-Solicitation**. As additional protection for Everbridge's proprietary information, for so long as this Agreement remains in effect, and for one year thereafter, Client agrees that it shall not, directly or indirectly, solicit, hire or attempt to solicit any employees of Everbridge; provided, that a general solicitation to the public for employment is not prohibited under this section.

12.2. **Force Majeure; Limitations**. See GSA Schedule 70 contract and individual ordering document.

12.3. **Waiver; Severability.** The failure of either Party hereto to enforce at any time any of the provisions or terms of this Agreement shall in no way be considered to be a waiver of such provisions. If any provision of this Agreement is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed deleted or revised, and the remaining provisions shall continue in full force and effect to the maximum extent possible so as to give effect to the intent of the Parties.

12.4. **Assignment.** Neither this Agreement nor any rights granted hereunder may be sold, leased, assigned (including an assignment by operation of law), or otherwise transferred, in whole or in part, by Client, and any such attempted assignment shall be void and of no effect without the advance written consent of Everbridge, which shall not be unreasonably withheld.

12.5. **Governing Law.** This Agreement shall be governed and construed in accordance with the federal laws of the United States of America.

12.6. **Notices.** Legal notices (e.g., claimed breach or termination) to be provided under this Agreement shall be delivered in writing (a) in person, (b) by nationally recognized overnight delivery service, or (c) by U.S. certified or first class mail to the other party as set forth on the signature page hereto. All legal notices shall be deemed to have been given upon receipt or, if under (c), three (3) business days after being deposited in the mail. Either party may change its address by giving notice of the new address to the other party pursuant to this Section and identifying the effective date of such change. Everbridge may provide all other notices to Client's billing contact on the Client Registration Form or, with respect to availability, upgrades or maintenance of the Solutions, to the Everbridge Support Center.

12.7. **No Third-Party Beneficiaries.** There are no third- party beneficiaries to this Agreement.

12.8. **Survival**. Sections 2, 3.1, 6, 7, 9, 10 11, 12 and the applicable provisions of Exhibit A shall survive the expiration or earlier termination of this Agreement.

12.9. **Equal Employment Opportunity**. Everbridge, Inc. is a government contractor and is subject to the requirements of Executive Order 11246, the Rehabilitation Assistance Act and VEVRAA. Pursuant to these requirements, the Equal Opportunity Clauses found at 41 Code of Federal Regulations sections 60-1.4(a) (1-7), sections 60-250.4(a-m), sections 60-300.5 (1-11) and sections 60-741.5 (a) (1-6) are incorporated herein by reference as though set forth at length, and made an express part of this Agreement.

12.10. **Export Compliant**. Neither Party shall export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval. Client shall not permit Users to send notifications to a Contact in a U.S. embargoed country or in violation of any U.S. export law or regulation.

12.11. **U.S. Government End-Users.** The Solutions and related documentation are "commercial items" as defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R.

227.7202-1 through 227.7202-4, U.S. government Clients and end-users acquire licenses to the Solutions and related documentation with only those rights set forth herein.

12.12. General. Any right, obligation or condition that, by its express terms or nature and context is intended to survive the termination or expiration of this Agreement, shall survive any such termination or expiration hereof. This Agreement, and any other document referencing and governed by this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but which together shall constitute the same agreement. Each Party agrees to be bound by its digital or electronic signature, whether transmitted by fax machine, in the form of an electronically scanned image (e.g., in .pdf form), by email, or by other means of e-signature technology, and each Party agrees that it shall accept the signature of the other Party transmitted in such a manner.

EXHIBIT A

Additional Business Terms

The following additional business terms are incorporated by reference into the Agreement as applicable based on the particular products and services described on the Quote.

If Client Is Ordering Nixle® Products or Community Engagement:

1. Client grants to Everbridge a non-exclusive, royalty free, worldwide and perpetual right and license (including sublicense) to (a) use, copy, display, disseminate, publish, translate, reformat and create derivative works from communications Client sends through the Solutions for public facing communications to citizens, other public groups and public facing websites, including social media (e.g., Google®, Facebook®) (collectively, "Public Communications"), (b) use and display Client's trademarks, service marks and logos, solely as part of the Public Communications to Contacts who have opted in to receive those Communications, and on other websites where Everbridge displays your Public Communications, as applicable, and (c) place a widget on Client's website in order to drive Contact opt-in registrations. Client further acknowledges and agrees that all personal information from individuals registering through such widget is owned expressly by Everbridge and such information will be governed by the applicable Privacy Policy.

If Client Is Ordering Everbridge Suite Products:

1. **Messaging Credits.** The Solutions include units of usage **("Messaging Credits")** for communications sent by Client through the Solutions to multiple Contacts via one or more communication paths ("Notifications"). No Messaging Credits shall be required to send Notifications by push notification (Everbridge mobile application), by email or by pager. If Client's use of the Solutions exceeds the amount of Messaging Credits allocated to the account or previously purchased, Client shall pay for such overages and charges back to the date they were incurred. Unused Messaging Credits expire at the

end of the annual billing period under the applicable Quote and are not refundable. Additional Messaging Credits may be purchased separately.

2. **Usage.** Messaging Credits shall be applied per Notification sent by Client through the Solutions. A single Notification is defined as follows:
    - SMS Text messages:
        i. For messages that contain only GSM characters, each 153 characters or portion thereof.
        ii. For messages that contain any non-GSM characters, each 67 characters or portion thereof.
        iii. GSM characters include only characters in the GSM 7-bit default alphabet.
        iv. Character limits for SMS Text messages are determined by telecommunication providers. Everbridge reserves the right to change the length of a single SMS Text message if telecommunication providers update these amounts.
    - Voice messages or Conference Voice: One minute or portion of a minute of the voice message, calculated on a cumulative basis per month, per destination country.
    - TTY: One minute per TTY message.
    - Fax: Per page transmitted.
3. **Role-based Limits.** If Client exceeds any role-based limits (such as the number of Contacts, Resolvers or authorized users of a Solution) set forth on the applicable Quote, Client shall pay for such additional role-based numbers as of the date that the overage began. Payment shall be at the role-based number rate in the Quote and shall be paid for the duration of the term of such Quote.
4. **Other Usage Limits.** If the applicable Quote sets forth any geographic, departmental, entity-based or other limitation on usage of the Solutions, then Client's use of the Solutions is expressly limited to Contacts who are based in such geographic area, department or entity or who otherwise meet the usage limitation criteria specified in the Quote. Client's use of the Solutions with any Contacts who are not included within such limitations shall constitute a material default under this Agreement and shall subject such Client to additional charges for such unauthorized usage.
5. **Data Feeds.** Client shall not use any automated device, computer program, software, tool, algorithm, bot or similar process to mine or systematically scrape or extract data from any of the products, except as authorized in writing by Everbridge. Notwithstanding anything to the contrary in this Agreement, to the extent that Client has purchased or accesses Data Feeds, the content such feeds are provided solely on an "AS IS" and "AS AVAILABLE" basis and Everbridge disclaims any and all liability of any kind or nature resulting from (a) any inaccuracies or failures with respect to such Data Feeds or (b) any actions taken by Client as a result of its use of the Solutions or its content. All Data Feeds are provided solely as a convenience and do not constitute an endorsement by Everbridge. The sole and exclusive remedy for any failure, defect, or inability to access the content of such Data Feed shall be to terminate the Data Feed with no further payments due. **"Data Feed"** means data content or websites licensed or

provided by third parties to Everbridge and supplied to Client in connection with the Solution (e.g., real time weather system information and warnings, 911 data, third party maps, and situational intelligence) or publicly-available information that Client accesses on the Internet while using the Services. Clients purchasing Visual Command Center or Signal products further agree that they will comply with the Data Feed Terms and Conditions found at https://www.everbridge.com/wp-content/uploads/Data-Feed-Terms-and-Conditions-Oct-2019.pdf.

6. **Resident Connection Data.** If a Client is purchasing Resident Connection Data, Everbridge provides to Client a limited, non-exclusive, non-transferable, non-sublicensable, right to use mobile, landline and VoIP telephone records ("Resident Connection Data") in connection with emergency notifications sent through the Everbridge Solutions. Resident Connection Data is Confidential Information of Everbridge and is subject to the confidentiality obligations in Section 7 and the license restrictions in Section 6.2 of this Agreement. Unless provided herein, Resident Connection Data is owned expressly by Everbridge and rights to use such data terminates upon the termination or expiration of this Agreement.

Non-Emergency Messaging

1. If Client is using the solution to send non-emergency calls, text messages or emails to consumers, Client expressly agrees to comply with the Telephone Consumer Protection Act of 1991, including its implementing regulations, and any other similar laws and regulation (collectively, "Consumer Protection Law"). Client shall not violate these or others applicable laws and warrants that it shall receive express consent from Contacts if its messages fall within these Consumer Protection Laws.

EXHIBIT B

IPAWS- CMAS/WEA Addendum

This addendum is incorporated by reference into the Agreement as applicable based on the particular products and services described on the Quote.

1. **IPAWS Authorization.** Client represents and warrants to Everbridge that any employee, agents, or representatives of Client who access IPAWS-OPEN using Client's credentials provided by FEMA (each, an "IPAWS User"), are authorized by FEMA to use IPAWS-OPEN, have completed all required training, and Client has executed an IPAWS Memorandum of Agreement ("MOA") with FEMA. Client shall contact Everbridge immediately upon any change in Client or any IPAWS User's right to access IPAWS-OPEN. Client shall only access IPAWS-OPEN using its designated credentials and FEMA issued digital certificate ("Digital Certificate"). Client acknowledges and agrees that Everbridge shall not have access to its credentials and that Client assumes full responsibility for maintaining the confidentiality of any credentials issued to it. Client shall be solely responsible for any and all claims, damages, expenses (including attorneys' fees and costs) that arise from any unauthorized use or access to IPAWS-OPEN.

2. **Credentials.** Client shall load and maintain within its Everbridge account Organization, its Digital Certificate, COG ID, and Common Name. Client authorizes and requests Everbridge to use the foregoing stored information to connect Client to IPAWS-OPEN.

3. **Messaging.** Client acknowledges and agrees that: (i) upon submission of messages to IPAWS-OPEN, Everbridge shall have no further liability for the distribution of such message, and that the distribution through IPAWS-OPEN, including, but not limited to, delivery through the Emergency Alert System or the Commercial Mobile Alert System, is in no way guaranteed or controlled by Everbridge; (ii) Everbridge shall not be liable as a result of any failure to receive messages distributed through IPAWS-OPEN; (iii) IPAWS may include additional features not supported through the Everbridge system, and Everbridge shall not be required to provide such additional features to Client; and (iv) Client shall be solely responsible and liable for the content of any and all messages sent through IPAWS-OPEN utilizing its access codes.
4. **Term.** Client acknowledges and agrees that access to IPAWS-OPEN shall be available once Client has provided Everbridge with the Digital Certificate and any other reasonably requested information to verify access to the system. Upon termination of the Agreement access to IPAWS-OPEN shall immediately terminate. In addition, Everbridge may immediately terminate, without liability, access to IPAWS-OPEN, if Client breaches this Addendum, the MOA, or FEMA changes the IPAWS-OPEN system so that it materially change the business terms and/or feasibility for Everbridge to provide such access.

Everbridge, Inc.
GSA End User License Agreement - RedSky

This End User License Agreement (**"Agreement"**) is entered into by and between Everbridge, Inc. (**"Everbridge"**) and an Ordering Activity, an entity entitled to order under GSA Schedule contracts as defined in GSA Order ADM 4800.2H, as may be revised from time to time (**"Client"**), effective on the date of signature by an authorized signatory on the Quote or other ordering document (**"Effective Date"**). Everbridge and Client are each hereinafter sometimes referred to as a **"Party"** and collectively, the **"Parties."**

1. **The Service**. Subject to the terms and conditions of this Agreement, Everbridge shall provide Client access to the ("**Service**"), which consists of Everbridge's E911 Anywhere service, and any additional Services, which enables the tracking of IP phone locations, notifications of 911 calls, and the routing of 911 calls originating in the United States to the appropriate United States Public Service Answering Point ("**PSAP**") based on a location assigned to a phone, endpoint, or Emergency Location Identification Number ("**ELIN**"). The Service includes any Everbridge software, proprietary agent, plug-in, or similar software which Client may be required to download and install to use the Service. The Services are more fully described in applicable Inclusion Sheet(s).

2. **Fees and Invoicing**. Everbridge shall invoice Client annually in advance for all Services, and Client shall pay the fees set forth in the Quote within thirty (30) days from receipt date of invoice. All pricing must be consistent with the Schedule Price List. If Client exceeds any role-based numbers, messaging credits or other usage levels consistent with the Schedule Price list. All Professional Services must be used within 12 months from date of purchase.

   2.1. **Fees.** Everbridge will invoice Client for the annual license subscription fees upon Service Activation (defined below). The date of the initial invoice will start the annual license subscription period, which is billable annually, and which date shall be the anniversary date for Service.

   2.2. **Service Activation.** Upon execution of this Agreement and Everbridge's receipt of a Purchase Order, Everbridge will establish an account for Client in the Service and deliver login credentials to the Client. Establishment of an account and delivery of the login credentials constitutes "**Service Activation**." The Service Activation process is more fully described in the applicable Deployment Service Inclusion Sheet.

   2.3. **ERC Expenses**. Client is responsible for and shall pay Everbridge for any calls that are routed to the emergency response center ("**ERC**"). An ERC is an external call center contracted by Everbridge, staffed by trained and certified professionals that receive 911 calls which cannot be connected to the appropriate PSAP due to incomplete or missing location data. Each call that arrives at the ERC will incur a usage charge as detailed in the Quote ("**ERC Expenses**"). Everbridge will notify Client of any ERC calls and associated ERC Expenses within 24 hours of such call and Everbridge will invoice Client monthly for all ERC Expenses. ERC Expenses shall be paid within thirty (30) days from the date of the invoice. Alternatively, Clients may pre-purchase ERC calls as blocks of 10 calls which will be held in an account for the Client and each ERC call will be deducted from the Client's bank of ERC calls.

3. **Proprietary Rights.**

   3.1. **Everbridge Reservation of Rights.** The Service (including all associated computer software (whether in source code, object code, or other form), databases, indexing, search, and retrieval methods and routines, HTML, active server pages, intranet pages, and similar materials) and all intellectual property and other rights, title, and interest therein, constitute Confidential Information and the valuable intellectual property, proprietary material, and trade secrets of Everbridge and its licensors and are protected by applicable intellectual property laws. Everbridge

owns all voluntary feedback regarding the design or operation of the Services (except for the Client Data) provided to Everbridge by Client, Users, or others in connection with the Services. Except for the rights expressly granted to Client in this Agreement, all rights in and to the Service and all of the foregoing elements thereof are and shall remain solely owned by Everbridge and its respective licensors.

3.2. **Software License & Restrictions**. Subject to the terms of this Agreement, Everbridge grants Client a limited, non-exclusive, non-sublicensable and non-transferable license to use the Service. The Service includes any Everbridge software, proprietary agent, plug-in, or similar software which Client may be required to download and install to use the Service. Client may not nor allow a third party to, sell, transfer, assign, distribute, or make the Service available to any third party, use, copy, modify, reverse engineer, decompile, or otherwise attempt to derive the source code for the Service, or create derivative works of the Service except, in accordance with: (i) this Agreement; or (ii) Clients standard backup procedures; or, (iii) as legally required for interoperability purposes.

4. **Documentation.** Client recognizes and agrees that: (i) the Documentation is the property of Everbridge or its licensors and is protected by copyright, trademark, and other intellectual property laws; (ii) Client does not acquire any right, title, or interest in or to the Documentation except the limited and temporary right to use it as necessary for Client's use of the Service; (iii) Client will not remove, obscure or alter any proprietary notices or labels on the Documentation, the Service or any material made available by Everbridge. "**Documentation**" means all instructions, information manuals, user guides, and other information whether in printed or electronic form, relating to the use and operation of the Service.

5. **Responsibilities.**

5.1. **Client Obligations and Ownership Rights**. Client agrees that Everbridge's obligation to provide the Service is expressly conditioned on Client's performance of all its obligations under this Agreement. Client retains all right, title and interest in and to Client's data ("**Client Data**"). Client represents that it has the right to authorize and hereby does authorize Everbridge to collect, store, and process Client Data subject to the terms of this Agreement. Client consents to the storage and retention, in Everbridge's database, of Client Data including telephone numbers, location records, and email addresses (if applicable). Client further consents to the transmission of said data in connection with the routing of Client emergency 911 calls. Everbridge may use Client Data to (i) provide the Service, and (ii) derive statistical data.

5.2. **Intended Use**. Client shall use the Service solely for its internal business purposes and will use and will undertake to cause its Users ("**User**" means the Client's user typically an employee, agent, or visitor that uses the Client's telephony system) to use the Service and user interface only for the purposes of establishing locations for Phones, End Points and ELINs and for routing Client 911 emergency calls and for no other purpose. Use of the Service for any purpose other than that contemplated by the Agreement will constitute a material breach and will be grounds for termination.

5.3. **Accurate and Complete User Location Data.** Client expressly acknowledges that it is solely Client's responsibility to enter correct, complete, and current User location data into the Service. Everbridge will provide Client access to the Service through the user interface. Client expressly acknowledges that it is solely Client's responsibility to update such information promptly in response to changes in registered locations via the user interface. User location data will be as specific as possible to provide emergency personnel the information they require. Client acknowledges and understands that failure to maintain the current, correct, and complete physical address and location data in the Service will result in misdirection of Client's emergency calls and delay in the provision of emergency services.

5.4. **Connectivity and Required Facilities and Networks**. Client is responsible for providing, at its cost, all facilities, network connections and trunks required to operate with and interconnect to the Service and user interface. Client is responsible for regularly monitoring and managing its networks and equipment and undertakes to cause its Users to

regularly monitor and manage their networks and equipment to ensure that there is no interruption in connectivity to the Service. Client will promptly notify Everbridge Technical Support by email (with delivery receipt of such email), or voice call for resolution of any connectivity issues that may arise.

5.5. **Notice of Service Affecting Activities.** Client will use and undertakes to cause Users to use commercially reasonable efforts to notify Everbridge ten (10) working days in advance of any scheduled maintenance activities that could affect the Service. Such activities include but are not limited to hardware or software upgrades to voice and data network components.

5.6. **User Support.** Client's support staff will be the primary point of contact for and will address all issues raised by Users. Client's designated personnel may contact Everbridge for issues such as technical support related to call delivery or subscriber provisioning and User configuration updates.

5.7. **ERC Calls.** An emergency 911 call that cannot be immediately connected to the appropriate PSAP due to incomplete or missing User location data (e.g., a phone number not mapped to a location, a phone not found by network discovery, or a MyE911 user that did not set a location) will be routed to an emergency response center ("**ERC**"). The ERC is a 24x7x365 call center, contracted by Everbridge, staffed by trained emergency services operators that provides a failsafe option to manually process User emergency 911 calls. Calls that are routed to the ERC will be answered by trained emergency services operators and to the extent possible routed to the appropriate PSAP based on the location information communicated by the 911 caller.

5.8. **Compliance with Laws.** Each Party agrees to comply with the laws, rules, and regulations applicable to performance of its obligations under this Agreement. It is the Client's responsibility to ensure that it is compliant with any laws, rules and regulations related to 911 emergency calling, including any federal, state, or local statutory or regulatory requirements; and Everbridge specifically disclaims any such obligation. In the event that 911 service limitations or requirements different than those stated in this Agreement are, in Everbridge's reasonable opinion, necessary or advisable based on Everbridge's interpretation of currently evolving 911 service laws, rules and regulations, Client agrees to negotiate modifications to the Agreement as requested by Everbridge, and if agreement respecting the same cannot be reached, Everbridge may terminate the Agreement without liability.

5.8.1. **Data Privacy**. To the extent applicable to 911 service providers, the Parties recognize and shall abide by all applicable Privacy Laws in connection with the operation of the Service. "**Privacy Laws**" includes all U.S. laws, treaties and regulations regarding consumer data protection and privacy. Everbridge does not, under any circumstance, sell any Client Data collected through the Everbridge Service and unless provided otherwise in this Agreement, upon termination of this Agreement all Client Data is destroyed by Everbridge.

5.8.2. **CCPA/CPRA Compliance.** Everbridge is a service provider under the California Consumer Privacy Act of 2018 (Cal. Civ. Code §1798.100, et seq.) (the "**CCPA**") and the California Privacy Rights Act, 2020 ("**CPRA**"). Everbridge shall not retain or use the personal information of a California resident except for the purpose of performing the Services specified in the Agreement. Everbridge shall not sell, rent, lease, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, personal information of California residents (referred to as "consumers" under the CCPA) to another business, person, or third party for monetary or other valuable consideration. Everbridge shall not disclose personal information of California residents to another business, person, or a third party, except for the purpose of performing Services specified in the Agreement or to the extent such disclosure is permitted hereunder or required by applicable law. Everbridge shall notify Client of any verifiable consumer request within two (2) working days of receiving it and shall assist Client with meeting its CCPA and CPRA

compliance obligations and responding to CCPA/CPRA related inquiries. Everbridge certifies that it understands and will comply with the restrictions of this Section.

6. **Warranty.**

6.1. **Everbridge's Limited Warranty.** During the duration of the Term or sixty (60) days after the Effective Date, whichever is longer, Everbridge warrants to Client that the Service described herein will operate in material conformance with the product specifications in the applicable Inclusion Sheet(s). If it is determined that the Service does not operate in material conformance with the product specifications set forth in the Inclusion Sheet(s), Everbridge will undertake good faith efforts to cure the nonconformity. Client's only remedy in the event of material nonconformity in the Service, or for breach of any warranty is, at Everbridge's option, to either (i) repair the Service, or (ii) provide Client with a pro-rated refund of any prepaid fees from the period of non-conformance.

6.2. **WARRANTY DISCLAIMERS.** EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION, EVERBRIDGE DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF SATISFACTORY QUALITY, TITLE, NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR ANY PARTICULAR PURPOSE. Everbridge does not warrant that the Service will perform without error or that it will run without immaterial interruption. Everbridge makes no warranty and will have no responsibility for any claim arising out of: (i) a modification of the Service(s) made by anyone other than Everbridge unless Everbridge approved such modification in writing; or (ii) use of the Service in combination with any operating system not authorized in the Documentation or product specifications.

7. **Limitations of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EVERBRIDGE'S AGGREGATE LIABILITY, REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON WARRANTY, CONTRACT, TORT, OR OTHERWISE, EXCEED AMOUNTS PAID OR DUE BY CLIENT TO EVERBRIDGE HEREUNDER DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST ACT GIVING RISE TO LIABILITY. THE FOREGOING LIMITATIONS SHALL APPLY TO LIABILITY FOR NEGLIGENCE AND EVEN IF THE NON-BREACHING PARTY'S REMEDIES UNDER THIS AGREEMENT FAIL THEIR ESSENTIAL PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT THESE LIABILITY LIMITS REFLECT THE ALLOCATION OF RISK BETWEEN THE PARTIES AND ARE ESSENTIAL ELEMENTS OF THE BASIS OF THE BARGAIN, THE ABSENCE OF WHICH WOULD REQUIRE SUBSTANTIALLY DIFFERENT ECONOMIC TERMS. THIS CLAUSE SHALL NOT IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY FEDERAL FRAUD STATUTE. FURTHERMORE, THIS CLAUSE SHALL NOT IMPAIR NOR PREJUDICE THE U.S. GOVERNMENT'S RIGHT TO EXPRESS REMEDIES PROVIDED IN THE SCHEDULE CONTRACT (I.E. PRICE REDUCTIONS, PATENT INDEMNIFICATION, LIABILITY FOR INJURY OR DAMAGE, PRICE ADJUSTMENT, FAILURE TO PROVIDE ACCURATE INFORMATION).

7.1. CLIENT ACKNOWLEDGES THAT EVERBRIDGE WILL NOT BE LIABLE FOR ANY CLAIMS ARISING FROM ANY EFFORTS UNDERTAKEN BY EVERBRIDGE OR THE ERC TO CORRECT ANY USER EMERGENCY 911 CALLS THAT ARE ROUTED TO THE ERC, INCLUDING BUT NOT LIMITED TO, THOSE THAT ARE A RESULT OF INCOMPLETE OR MISSING USER LOCATION DATA; THOSE THAT

ARE A RESULT OF INTERRUPTIONS IN THE VOICE CONNECTIVITY BETWEEN THE END USER'S PBX/CALL SERVER AND THE ERC, OR THOSE WHICH THE ERC IS UNABLE TO RE-ROUTE TO THE APPROPRIATE PSAP BECAUSE THE USER CANNOT OR DOES NOT PROVIDE THE ERC WITH VALID OR CORRECT INFORMATION REGARDING THEIR LOCATION.

8. **Limitations of the Service.** Everbridge has advised Client that the Service is used to route 911 emergency calls and that there are limits on the delivery of calls.

8.1. Everbridge has advised, and Client acknowledges that Client may not be able to place 911 calls using the Service:

8.1.1. During any disruption of power at the Client's or a User's location;
8.1.2. During any disruption of internet connectivity to the Client's or a User's location;
8.1.3. During any period in which the Client's or a User's VoIP telephony service provider or Local Exchange carrier has cancelled or suspended delivery of services to Client or a User, as applicable, for any reason (including suspension or cancellation for failure to pay or their default);
8.1.4. During any period of Service outage or failure beyond Everbridge's reasonable control (including natural disasters, wide-spread telephony or Internet network failures or a service failure of Everbridge or its third-party suppliers);
8.1.5. If Client's, or a User's, equipment fails to function, is not properly configured or is defective.
8.1.6. Everbridge has advised, and Client acknowledges, that 911 calls may not be properly routed,
8.1.7. If Client attempts a 911 call from a location different from the Client's then current address stored in the Service;
8.1.8. If incorrect or invalid Client address information is provided or if such information is not updated by the Client in the event of a change in their location;

8.2. Everbridge shall route every 911 VoIP call either with the enhanced location data provided by Client to the appropriate PSAP or ERC, subject to any limitations that are: (a) described in this Agreement, (b) established by the PSAPs, or (c) that present circumstances outside of the Everbridge's commercially reasonable control. Client will advise all individuals who may have occasion to place calls using the Service of the limitations described in this Section.

9. **Indemnification.**

9.1. **Everbridge Indemnification.** Everbridge shall indemnify and defend, or at Everbridge's sole option settle any Claim against Client arising out of an allegation that the Service as provided hereunder infringes on any U.S. patent, or copyright, or misappropriates a trade secret. If (a) any aspect of the Service is found or, in Everbridge's reasonable opinion is likely to be found, to infringe upon or misappropriate the United States intellectual property rights of a third party or (b) the continued use of the Service is enjoined, then Everbridge will promptly and at its own cost and expense, at its option: (i) obtain for Client the right to continue using the Service; (ii) modify such aspect of the Service so that it is non-infringing; or (iii) replace such aspect of the Service with a non-infringing functional equivalent. If, after all commercially reasonable efforts, Everbridge determines in good faith that options (i) - (iii) are not feasible, Everbridge will upon written notice to Client, terminate this Agreement, remove the infringing items, cancel access to the Service and return to Client the balance of any prepaid annual license subscription Fee. Everbridge shall have no obligation or liability for any claim pursuant to this Section to the extent such claim arises from or is related to: (i) the combination, operation, or use of the Service supplied under this Agreement with any product, device, or software not supplied by Everbridge to the extent the combination creates the infringement; (ii) the unauthorized alteration or modification by Client of the Service; or (iii) use of the Service other than as permitted under this Agreement or for a purpose or in a manner

for which the Service was not designed; (iv) use of the Service after receiving notice of a claim that it infringes the rights of a third party.

9.2. **Indemnification Process.** The indemnifying party's obligations are contingent upon the indemnified party (a) promptly giving notice of the Claim to the indemnifying party once the Claim is known; (b) giving the indemnifying party sole control of the defense and settlement of the Claim (provided that the indemnifying party may not settle such Claim unless such settlement unconditionally releases the indemnified party of all liability and does not adversely affect the indemnified party's business or service); and (c) providing the indemnifying party all available information and reasonable assistance. The remedies set forth in this Section 9 are Client's exclusive remedy for Claims of infringement or misappropriation of an intellectual property right.

10. **Confidential Information.**

10.1. **Definition. "Confidential Information"** means all information of a Party **("Disclosing Party")** disclosed to the other Party **("Receiving Party"),** whether orally, electronically, in writing, or by inspection of tangible objects (including, without limitation, documents or prototypes), that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes without limitation, the Services, and either Party's business and marketing plans, technology and technical information, product designs, reports, and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to Disclosing Party; (ii) was known to Receiving Party prior to its disclosure by Disclosing Party without breach of any obligation owed to Disclosing Party; (iii) was independently developed by Receiving Party without breach of any obligation owed to Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to Disclosing Party.

10.2. **Protection.** Receiving Party shall not disclose or use any Confidential Information of Disclosing Party for any purpose other than performance or enforcement of this Agreement without Disclosing Party's prior written consent. If Receiving Party is compelled by law to disclose Confidential Information of Disclosing Party, it shall provide Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest the disclosure. Receiving Party shall protect the confidentiality of Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own confidential information of like kind, but in no event using less than reasonable care. Receiving Party shall promptly notify Disclosing Party if it becomes aware of any breach of confidentiality of Disclosing Party's Confidential Information.

10.3. **Upon Termination.** Upon any termination of this Agreement, the Receiving Party shall continue to maintain the confidentiality of the Disclosing Party's Confidential Information and, upon request and to the extent practicable, destroy all materials containing such Confidential Information. Notwithstanding the foregoing, either Party may retain a copy of any Confidential Information if required by applicable law or regulation, in accordance with internal compliance policy, or pursuant to automatic computer archiving and back-up procedures, subject at all times to the continuing applicability of the provisions of this Agreement.

11. **Term And Termination; Suspension**

11.1. **Term.** The term of this Agreement shall begin on the Effective Date and shall expire when all underlying Quotes with Client or its Affiliates have expired in accordance with the terms of such Quotes, unless terminated earlier as provided herein.

11.2. **Effect Of Termination.** Termination of this Agreement by either Party will not release Client from any obligation to pay any and all fees and ERC Expenses that accrued prior to the effective date of termination. On

the effective date of termination Everbridge shall be entitled to cancel Service to Client and all accrued fees and ERC Expenses shall be immediately due and payable. If Client terminates for cause, Everbridge will refund the pro-rated balance of the Fee paid in advance for all months beyond the month of termination, provided that such refund shall be Client's sole and exclusive remedy.

11.3. **Suspension.** Everbridge may temporarily restrict Client's or a User's access to the Service, or any portion thereof, effective immediately if Everbridge reasonably believes that the Client or a User Abused the Service or associated technical support resources **("Abuse"** shall include any use not contemplated by this Agreement or which disrupts the normal operation of the Service for Everbridge or its other Clients). Everbridge may restrict a User's access to the Service by written notice, effective in ten (10) days, if User engages in any activity that would be a material breach of this Agreement if Client engaged in that activity, unless the breach is cured within the ten (10) day period.

11.4. **Survival.** Any right, obligation, or condition that, by its express terms or nature and context is intended to survive the termination or expiration of this Agreement, shall survive any such termination or expiration hereof.

12. **Maintenance and Support.** Maintenance and support is provided in accordance with Everbridge's then current Maintenance and Support Policy.

13. **General Provisions**

13.1. **Export Law Controls; Export Assurance Declaration.** Client will comply with all export and re-export laws, restrictions, and regulations (the **"Export Requirements"**) imposed by the governments of the United States or the country to which the Service is delivered to Client. Client will not commit any act or omission that will result in a violation of any Export laws, regulations, or restrictions. Client will comply in all respects with any governmental laws, orders, or other restrictions on the export of Everbridge or its licensor's Service (including any related information and documentation) that may be imposed from time to time by the government of the United States or the country to which the Everbridge or its licensor's Service is delivered. This Section will survive the expiration or termination of the license or this Agreement.

13.2. **Force Majeure.** See GSA Schedule 70 contract and individual ordering document.

13.3. **Notice.** All notices under this Agreement, including notice of address change, must be in writing and will be deemed to have been given when sent by (i) registered mail return receipt requested; or (ii) a nationally recognized overnight delivery service (such as Federal Express) to the addresses included in the signature block.

13.4. **Assignment.** Neither this Agreement nor any rights granted hereunder may be sold, leased, assigned (including an assignment by operation of law), or otherwise transferred, in whole or in part, by Client, and any such attempted assignment shall be void and of no effect without the advance written consent of Everbridge, which shall not be unreasonably withheld.

13.5. **Governing Law.** This Agreement shall be governed and construed in accordance with the federal laws of the United States of America.

13.6. **Severability.** If any provision of this Agreement will be held invalid, illegal, or unenforceable, by a court of competent jurisdiction, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law and the remaining provisions of the Agreement shall continue in full force and effect.

13.7. **Waiver.** Neither Party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than (i) by an authorized representative and (ii) in an explicit written

waiver. No waiver of any default or breach of this Agreement will constitute a waiver of any prior or subsequent default or breach of this Agreement.

13.8. **Third Party Beneficiaries**. This Agreement will not create any third-party beneficiary rights or benefits to parties other than Client except as may be specifically stated herein.

13.9. **Equal Employment Opportunity.** Everbridge, Inc. is a government contractor and is subject to the requirements of Executive Order 11246, the Rehabilitation Assistance Act and VEVRAA. Pursuant to these requirements, the Equal Opportunity Clauses found at 41 Code of Federal Regulations sections 60-1.4(a) (1-7), sections 60-250.4(a-m), sections 60-300.5 (1-11) and sections 60-741.5 (a) (1-6) are incorporated herein by reference as though set forth at length, and made an express part of this Agreement.

13.10. **U.S. Government End-Users.** The Solutions and related documentation are "commercial items" as defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, U.S. government Clients and end-users acquire licenses to the Solutions and related documentation with only those rights set forth herein.

13.11. **Conflicts**. In the event of any conflict between this Agreement, the Purchase Order, and the Quote, the terms and conditions contained in this Agreement will control, followed by the terms and conditions of the Quote. If Client issues a Purchase Order hereunder, such Purchase Order will be considered issued for the purpose of authorization and Client's internal use only and none of the terms and conditions will modify the terms and conditions of this Agreement or affect the obligations of Everbridge to Client as set forth in this Agreement.

13.12. **Entire Agreement.** This Agreement, together with all schedules, exhibits, riders, attachments, addenda, documents referenced herein and any amendments which are hereby incorporated by reference, constitute the entire understanding between the Parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements between the Parties, whether written or oral. This Agreement may not be modified, amended, supplemented, or otherwise changed in any manner unless done so in a subsequently dated writing signed by officers of both Client and Everbridge.

13.13. **Headings, Counterparts and Corporate Warranty.** The paragraph headings appearing in this Agreement are inserted only as a matter of convenience and in no way define or limit the scope of such paragraph. This Agreement may be signed in counterparts which together shall form a single agreement as if the Parties had executed the same document. Each Party represents and warrants that (i) such Party has the authority to execute and perform all obligations under this Agreement; and (ii) entering into this Agreement does not violate any agreement or obligation existing between such Party and any third-party.

AGENDA ITEM

Human Resources

REPORT TO: **Work Session (10/20/25)**

REPORT TO: **Voting Meeting (10/23/25)**

ITEM NO: 631/2025

SUBJECT: Approval and authorization for the Chairman to execute a resolution to amend the retiree health coverage policy; authorization for the Chairman to execute all additional documents necessary to effectuate the transaction, subject to the review and approval by the County Attorney.

Meetings:

Work Session Date: 10/20/25 **Voting Meeting Date:** 10/23/25

Executive Summary:

Presenter: DLJ

Recommendation:
Department recommends approval of the resolution.

Purpose of Request:
The purpose of this agenda item is to request approval of the resolution to amend the retiree health coverage policy.

History:

Facts and Issues:

Options:

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

Is there a deadline for this item?

Approvals:

Submit	Approve	Budget	Finance
LJ	LJ	JM	TS

Attorney	Administration	Clerk
JL	CR	JR

Attachments:

Resolution

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 631/2025

Funds Requested: $ 0.00

Request Budgeted: No

Proposed Source of Funding:

Budget Transfer Requested: No

Funding Source Items:

Budget Transfer Items:

Additional Information/Comments:

There is no financial cost for this resolution.

Contact for Questions: DLJ

Phone: 770-531-6712

STATE OF GEORGIA
COUNTY OF HALL

A RESOLUTION AMENDING RETIREE HEALTH COVERAGE POLICY

WHEREAS, the Board of Commissioners of Hall County, Georgia, as the governing authority of Hall County, has previously adopted and approved Retiree Health Coverage policy and procedures for purposes of Other Post Employment Benefits (OPEB); and

WHEREAS, the Board of Commissioners of Hall County, Georgia, on July 13, 2000, carved out the retiree percentages for purposes of Other Post Employment Benefits (OPEB) rates based on years of service and the retiree health coverage eligibility; and

WHEREAS, the Board of Commissioners desires to amend and update said July 13, 2000, policy and procedures relating to Retiree Health Coverage for the purpose of incorporating an updated policy regarding the election of benefit coverage by eligible retirees; and

WHEREAS, the Board of Commissioners believes that the incorporation of this updated policy regarding the election of coverage by eligible retirees will improve the actuarial stability, and better address associated financial liabilities; and

NOW, THEREFORE, it is hereby resolved that once a retiree elects benefits coverage, said coverage elections will remain in effect and may not again be altered by the retiree for the duration of their retirement. Once coverage has been elected by an eligible retiree should said eligible retiree waive their coverage or should their coverage be terminated for any reason, including but not limited to non-payment of premiums, voluntary cancellation or election of other coverage, benefits cannot be re-elected at any future date. Once a retiree becomes eligible should

they decline to or otherwise fail to elect coverage they will be unable to do so for the duration of their retirement. The retirement policy will be readopted, amended and restated as set forth in this resolution and by this reference made a part hereof, and shall have an effective date of January 1, 2026.

SO RESOLVED, this the _____ day of October, 2025.

HALL COUNTY BOARD OF COMMISSIONERS

By: _____
David Gibbs, Chairman

By:_____
Kathy Cooper, Commissioner, District 1

By:_____
Billy Powell, Commissioner, District 2

By:_____
Gregg Poole, Commissioner, District 3

By:_____
Jeff Stowe, Commissioner, District 4

ATTEST:

By:_____(SEAL)
Jennifer Rivera, County Commission Clerk

APPROVED AS TO FORM:

By:_____
Justin Lawhon, Interim County Attorney

AGENDA ITEM

Human Resources

REPORT TO: **Work Session (10/20/25)**

REPORT TO: **Voting Meeting (10/23/25)**

ITEM NO: 641/2025

SUBJECT: Approve the Employment Agreement for the County Attorney.

Meetings:

Work Session Date: 10/20/25 **Voting Meeting Date:** 10/23/25

Executive Summary:

Presenter: DLJ

Recommendation:
Department recommends approval of the Employment Agreement for the County Attorney for the Legal Department, effective October 24, 2025.

Purpose of Request:
The purpose of the request is to seek approval of the Employment Agreement for the County Attorney

History:

Facts and Issues:

Options:

Funding Requested	$ 248,820.48
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	Budget	Finance
JT	JT	JM	TS

Attorney	Administration	Clerk
JR	CR	JR

Attachments:

Financial Supplement
Employment Agreement
Position Cost Breakdown

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 641/2025

Funds Requested: $ 248,820.48

Request Budgeted: Yes

Proposed Source of Funding:

General Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	100-GENERAL FUND	1530-LEGAL SERVICES	511100-SALARIES	$121,153.85
2026	100-GENERAL FUND	1530-LEGAL SERVICES	512200-FICA	$9,268.62
2026	100-GENERAL FUND	1530-LEGAL SERVICES	512400-RETIREMENT	$16,961.54
2026	100-GENERAL FUND	1530-LEGAL SERVICES	512100-HEALTH INSURANCE	$24,850.05
2026	100-GENERAL FUND	1530-LEGAL SERVICES	512103-CONTRACT EE INSURANCE	$1,175.25
2026	100-GENERAL FUND	1530-LEGAL SERVICES	512102-LIFE INSURANCE	$401.54
2027	100-GENERAL FUND	1530-LEGAL SERVICES	511100-SALARIES	$53,846.15
2027	100-GENERAL FUND	1530-LEGAL SERVICES	512200-FICA	$4,119.38
2027	100-GENERAL FUND	1530-LEGAL SERVICES	512400-RETIREMENT	$7,538.46
2027	100-GENERAL FUND	1530-LEGAL SERVICES	512100-HEALTH INSURANCE	$8,335.43
2027	100-GENERAL FUND	1530-LEGAL SERVICES	512103-CONTRACT EE INSURANCE	$391.75
2027	100-GENERAL FUND	1530-LEGAL SERVICES	512102-LIFE INSURANCE	$178.46
2026	100-GENERAL FUND	1530-LEGAL SERVICES	523201-COMMUNICATIONS	$400.00
2027	100-GENERAL FUND	1530-LEGAL SERVICES	523201-COMMUNICATIONS	$200.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: DLJ

Phone: 770-531-2450

EMPLOYMENT AGREEMENT

County Attorney

THIS AGREEMENT made and entered into this 23rd day of October 2025, by and between **HALL COUNTY, GEORGIA,** hereinafter called "the County", as party of the first part, and **Justin Lawhon**, herein called "Employee", as part of the second part, both of whom agree as follows:

WITNESSETH

WHEREAS, the County desires to, and does hereby, appoint **Justin Lawhon** as **County Attorney for Hall County** effective October 24, 2025, and thus employ the services of Justin Lawhon as the legal representative of Hall County, the Chief Legal Officer of the Hall County government, and the principal advisor to the Board of Commissioners, the Constitutional Officers of Hall County, the County Administrator, the Assistant County Administrators, and the Department Directors of Hall County; and

WHEREAS, it is the desire of the Board of Commissioners, hereafter called "Commission" to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, it is the desire of Hall County to secure and retain the services of said Employee and provide inducement for him or her to remain in such employment, and to make possible full work productivity by assuring said Employee's morale and peace of mind with respect to future security, and to provide a just means of terminating the Employee's services at such a time as desired by the Board of Commissioners, or its designee; and

WHEREAS, the Employee desires to accept his appointment and employment as **County Attorney** for Hall County**;**

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. Appointment and Employment as County Attorney

The County hereby appoints, and agrees to employ, **Justin Lawhon** as **County Attorney for Hall County** effective October 24, 2025. As County Attorney, the Board of Commissioners

_____ Initials

hereby authorizes Justin Lawhon to act to the fullest extent allowed by law as the legal representative of Hall County, the Chief Legal Officer of the Hall County government, and the principal legal advisor to the Board of Commissioners, the Constitutional Officers of Hall County, the County Administrator, the Assistant County Administrators, and the Department Directors of Hall County. The County Attorney shall exercise independent professional judgment in the exercise of his duties on behalf of Hall County pursuant to this agreement.

SECTION 2. Term

A. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Board of Commissioners to terminate the services of this Employee at any time, subject only to the provisions set forth in SECTION 3 of this agreement. The Employee understands that he or she serves at the pleasure of the Board of Commissioners.

B. Nothing in the agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his or her position with the County, subject to the provisions set forth in SECTION 3, Paragraphs B and C of this agreement.

SECTION 3. Termination and Severance Pay

A. In the event the Employee is terminated pursuant to Paragraph B hereof and the Employee is willing and able to perform the duties of the position under this agreement, upon execution of a Separation Agreement and General Release, the Employer agrees to pay the Employee a lump sum cash payment equal to three (3) months aggregate annual salary, exclusive of other forms of compensation, less standard withholdings, in addition to the continuation of medical, dental, and vision insurance benefits during the three (3) month period immediately following the date of termination. However, in the event the Employee is terminated because the Employee has been convicted of a misdemeanor or a felony, or if the County determines that the Employee has engaged in unprofessional and improper practice, other than negligence, and breach of public trust, including but not limited to illegal acts involving personal gain, or moral turpitude, the County shall be entitled to terminate the Employee immediately without any severance pay, or medical, dental

_____ Initials

and vision insurance continuation aside from COBRA.

B. In the event the Employer at any point during the term of this agreement reduces the salary or other financial benefits of the Employee in a greater percentage than reductions to all other employees of Employer, or if Employer refuses, following a written request to comply with any provision benefiting Employee herein; or the Employee resigns following a suggestion, whether formal or informal, by the Board of Commissioners or the County Administrator that he or she resign, then, in that event, Employee may, at his or her option, be deemed to be terminated at the date of such reduction or refusal to comply within the meaning and context of the herein severance pay provision.

C. In the event the Employee voluntarily resigns his or her position with the County as County Attorney then the Employee shall give the County **thirty (30)** days written notice in advance, unless the parties otherwise agree. The provision for severance pay and continuation of employment benefits detailed in SECTION 3, Paragraph A shall not apply to a voluntary resignation.

SECTION 4. Termination Due to Disability

If the Employee is unable to perform his or her duties because of sickness, accident, injury, or mental incapacity, and no reasonable accommodations are available, the County shall have the option to terminate employment, subject to the severance pay requirements of SECTION 3, Paragraph A. However, the Employee shall be compensated for any accrued benefits, in accordance with current policies.

SECTION 5. Salary

The County agrees to pay the Employee for his or her services rendered pursuant hereto an annual base salary of **$175,000.00,** payable in installments at the same time as other employees of the County are paid, except that the County may put in place cost reduction measures at any time and for any duration as required by a lack of financial resources. The annual base salary and benefits may be reviewed annually by the Board of Commissioners or County Administrator and consideration for increases may be determined based upon the performance of the Employee or consideration of providing a Cost of Living Adjustment (COLA).

SECTION 6. Performance Evaluation

The Board of Commissioners or County Administrator, or its designee, shall review and evaluate the performance of Employee at least annually on the anniversary day of this agreement. Said review and evaluation shall be in accordance with criteria developed by the County Administrator, or his or her designee, and Employee. Performance criteria may be added to or deleted from, as the County Administrator, or his or her designee may from time to time determine. Further, the County Administrator, or his or her designee, shall provide the Employee with a written summary statement of the findings of the evaluation.

SECTION 7. Hours of Work

It is generally recognized that the position of County Attorney involves the devotion of a great deal of time beyond typically recognized business hours.

SECTION 8. Outside Activities

The Employee shall devote his or her full time to the position described in this agreement. With the approval of the County Administrator, or his or her designee, the Employee may engage in teaching, consulting or other non-employer related activities as long as he or she does not interfere with the execution of the duties of this position, or present a conflict of interest. Such consent must be obtained by advance approval, in writing, detailing the specifics of such activity.

SECTION 9. Political Activity

If the Employee announces as a candidate for any elective office during the duration of this contract, he or she will resign from Hall County employment immediately upon declaring candidacy as defined by state law. During the term of this contract, the Employee may not:

A. Be involved in any political activity that would constitute a conflict of interest; including participation in any aspect of any local political campaign on behalf of one's self if intending to seek elected office, or other individual or in opposition to any candidate for office within Hall County; including municipal and/or county government office. This restriction includes but is not limited to displaying or distributing information, materials, or paraphernalia in support of any political candidate, party or organization.

_____ Initials

B. Knowingly solicit, accept, or receive political contributions from any person, to be used in support of or in opposition to any political candidate for election within Hall County, including municipal and/or county government office.

C. Use, or promise to use, directly or indirectly, any official authority or influence, whether possessed or anticipated, to secure or attempt to secure for any person a job or other advantage for the purpose of influencing the vote or political action of any person.

SECTION 10. Vehicle and Phone

When the Employee's duties require the use of an automobile during his or her term of employment, one will be provided by the Employer. A cellular phone dedicated solely for business usage may be provided by the Employer. In such case, the Employer shall be responsible for paying for and maintaining regular monthly service. Should the Employee desire to use their personal cellular phone for business purposes, Employer shall reimburse the Employee the amount of $50 per month.

SECTION 11. Insurance Benefits

The County agrees to put in force and make premium payments for medical, dental, vision, Short-Term Disability and Life Insurance policies on behalf of the Employee and if so elected, eligible dependents, at a level of coverage available to other County employees. The Employee may choose not to cover his or her dependents.

SECTION 12. Retirement Benefits

Provided that contributions are being made by the County, if the Employee elects, Hall County agrees to contribute eight percent (8%) of annual compensation as defined by the retirement plan in addition to Employer matching contributions made on contributions by the Employee as received by other County employees, into a defined contribution plan, except that the County may reduce or suspend this contribution at any time and for any duration as required due to a lack of financial resources. The County shall pay the sum equal to fifty percent of the maximum allowed by law in the calendar year on behalf of the Employee into the Employee's Deferred Compensation Plan, payable in installments at the same time as other employees of the County are paid, except that the County may put in place cost reduction measures at any time and for any duration as required by a lack of financial resources. Retirement contributions shall not be made on any

severance pay provided by the Employer, paid in accordance with Section 3.

SECTION 13. Paid Time Off (PTO) or Vacation and Sick Leave

As applicable, the County will provide for Paid Time Off (PTO) or vacation and sick leave in the same manner as the accruals currently received by other County Employees. In the event that the County changes or adopts a new program for all employees, such changes shall also apply to the County Attorney. Accrued PTO or vacation leave, whichever is applicable, shall be paid to Employee upon termination of employment.

SECTION 14. Dues, Subscriptions and Professional Development

A. The County agrees to pay the Employee's annual membership dues, subscriptions and conference expenses incurred by the Employee in conjunction with the Employee's duties, not to exceed the budget and subject to prior approval by the County Administrator or his or her designee.

B. The County agrees to pay the travel and subsistence expenses of the Employee for expenses related to maintenance of professional certifications, professional and official travel, meetings and occasions adequate to continue the professional development of the Employee and to adequately pursue necessary official and other functions for the department, not to exceed the budget and subject to prior approval by the County Administrator or his or her designee.

SECTION 15. Indemnification

The County shall defend, save harmless and indemnify the Employee against any claim or demand or legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Employee's duties as County Attorney. The County or its insurance carrier will pay the amount of any settlement or judgment agreed to or rendered against the Employee and the County may agree to such settlement or the payment of a judgment with or without the express consent of the Employee.

SECTION 16. General Provisions

A. The text herein shall constitute the entire agreement between the parties. Any amendment hereto shall be in writing and be executed by both parties.

B. This agreement shall be binding upon and inure to the benefit of the heirs at law and

C. executors of the Employee.

D. If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

E. This agreement will become effective on the 24th day of October 2025, and shall continue thereafter unless or until the agreement is terminated by either party set forth herein.

F. This agreement shall be executed in duplicate, each of which shall be deemed to be complete of itself and may be introduced into evidence or used for any purpose without the production of the other copy.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS_____DAY OF_____2025.

HALL COUNTY, GEORGIA

_____

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

ATTEST:

_____ **(SEAL)**

By: Jennifer Rivera
County Commission Clerk

EMPLOYEE:

_____

By: Justin Lawhon

APPROVAL AS TO FORM:

_____

By: Nathaniel R. Anderson, Senior Assistant County Attorney

_____ Initials

HALL COUNTY
GEORGIA *We have it all in Hall*

REQUEST TYPE: FULL-TIME POSITION

1530		Legal Services
Department #		**Department Name**
County Attorney		
Position Title		**Priority #**

ADDITIONAL PERSONNEL COST CALCULATION

New Position		Account
$175,000.00	Salary	**511100**
13,388.00	Taxes	**512200**
24,500.00	Retirement	**512400**
32,508.48	Health	**512100**
1,567.00	Dental & Vision	**512103**
454.00	Life	**512102**
126.00	AD&D	**512102**
677.00	Short Term Disability	**512100**
$248,220.48	**Total Additional Personnel Costs**	

JUSTIFICATION (please provide a short explanation of your request on the lines below):

Total yearly salary will be $175,000, $121,153.85 is the prorated amount estimated to be expended for the remainder of FY 2026. Please note taxes, retirement, and benefits are all estimates based on maximum potential cost. There will be a $50 phone reimbursement per month totaling $600.

AGENDA ITEM

Management Information Systems

REPORT TO: **Work Session (10/20/25)**

REPORT TO: **Voting Meeting (10/23/25)**

ITEM NO: 615/2025

SUBJECT: Approve the single source purchase for the configuration and installation of the Hall County Voice Over Internet Protocol (VOIP) System for Management Information Systems (MIS) to RingCentral, Inc. of Belmont, CA, in the amount of $239,512.00.

Meetings:

Work Session Date: 10/20/25

Voting Meeting Date: 10/23/25

Executive Summary:

Presenter: DS

Recommendation:
Approve.

Purpose of Request:
Approve the single source purchase for the configuration and installation of the Hall County Voice Over Internet Protocol (VOIP) System for Management Information Systems (MIS) to RingCentral, Inc. of Belmont, CA, in the amount of $239,512.00.

History:

This will replace the current AT&T/Mitel systems.

Facts and Issues:
This agreement covers professional services for configuring the RingCentral system for Hall County and providing on-site support to MIS staff throughout the project to deliver, install, and configure employees' new phones.

This is a one-time cost and will be a single source purchase as RingCentral is the only vendor able to configure their VOIP system.

Options:

Funding Requested	$ 239,512.00
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:

Buyer	Submit	Purchasing	Budget
JD	DS	AY	JM
Finance	**Attorney**	**Administration**	**Clerk**
TS	JL	CR	JR

Attachments:
Financial Supplement
Contract Signature Request
Agreement
Single Source Form
Letter from Vendor

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 615/2025

Funds Requested: $ 239,512.00

Request Budgeted: Yes

Proposed Source of Funding:

General Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	100-GENERAL FUND	1535-MIS	521000-PROFESSIONAL SERVICES	$239,512.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: DS

Phone: 770-531-6707

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

CONTRACT EXECUTION SIGNATURE REQUEST

Date: October 3, 2025

To: David Gibbs, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached Contract:

SOW Quote Number: U2025-04010214

Contract Name: RingCentral VOIP System

Department(s) Requesting Contract: MIS

Award Recipient Name: RingCentral, Inc.

Contract Description:

☐ Annual Contract ☒ New ☐ Renewal

FY 2025 Projected Spend: N/A

☐ Price Increase Requested Increase: N/A

☒ Product/Service Contract FY 26 Estimated Amount:$239,512

☐ Product Contract Estimated Amount:

Comment:

RingCentral will provide the following for support and maintenance for the new VOIP system for Hall County phone service:

- Project Management
- RingEX Planning and Design
- RingEX User Interface Build
- Customer Telephone Porting
- Customer User Acceptance Testing
- Remote Delivery and Go Live Services
- Onsite Delivery and Go Live Services
- Site Visits and Project Phases
- Lage Site Visit Change
- RingCentral Training Services

Docusign Envelope ID: C6C2ED9F-429E-4FE1-B3CA-C2DAB70A612A

RingCentral

RingCentral Professional Services
Statement of Work

This RingCentral Professional Services Statement of Work is executed by RingCentral, Inc. ("**RingCentral**"), and Hall County Government (the "**Customer**"). This SOW is incorporated into the Master Services Agreement dated _____, between the parties (the "MSA"). In the event of a conflict between this SOW and the MSA, this SOW shall control.

Customer	Hall County Government
SOW Quote Number	U2025-04010214
SOW Currency	USD
One-Time Implementation Services	$153,496.00
On-Site Physical Device Services	$86,016.00

SOW Expiration: This SOW, and all applicable pricing related to it, is valid if signed by Customer on or before October 31, 2025 after which pricing is subject to change, and a revised SOW may be required. However, RingCentral may elect to provide the work at the applicable pricing after the expiration date listed above, should they execute this SOW.

Table 1: Project Phasing

The Phase Totals are based on the scoped items and corresponding counts outlined in "Table 2: Entitlements"

Phase Number	Phase Name	Phase Total
1	Core Implementation	$153,496.00
2	On-Site Device Support	$86,016.00
	Project Total (excludes taxes and fees)	**$239,512.00**

Entitlements Acknowledgement: This Statement of Work ("SoW") is expressly limited to the Project Entitlements and corresponding quantities set forth in Table 2 above, as mutually agreed upon by the Customer and RingCentral. By executing this SoW, the Customer acknowledges and affirms that any modifications, additions, or deviations from the Entitlements detailed in Table 2 shall be deemed outside the scope of this SoW. The Customer further represents and warrants that they have thoroughly reviewed the contents of this SoW prior to execution and fully comprehend, acknowledge, and accept the Project Entitlements as specified in Table 2.

_____ **(Initial Here).**

Docusign Envelope ID: C6C2ED9F-429E-4FE1-B3CA-C2DAB70A612A

RingCentral

A. Scope

1. Project Management

i. The RingCentral Project Manager ("PM") will act as Single Point of Contact ("SPOC") for delivery services following the Project Management Institute (PMI) methodology. The RingCentral PM will be responsible for the following activities:

a. Schedule internal and external kickoff sessions
b. Review the Project Entitlements and ensure alignment with Customer's understanding and expectations
c. Create and manage the project governance, to include the following plans:
   - Project and schedule
   - Communication
   - Resource
   - Escalation
   - Change Management
   - Test
   - Action and risk register
d. Set up project documentation and timelines in collaboration with the designated Customer SPOC
e. Complete resource assignment and scheduling based on the mutually agreed upon project plan
f. Identify, communicate, and mitigate project risks and issues
g. Facilitate and lead regular status update meetings, organize planning sessions, and plan Customer steering committee meetings, as applicable
h. Develop, review, authorize, implement, and manage change requests and interventions (Change Management)
i. Perform closure procedures at the conclusion of project activities

Table 2: Project Entitlements

Scope Items	Counts
Remote Project Management Duration (in months)	**Up to 12**
Planning & Design Sessions	**Up to 12**
Network Readiness Assessment(s)	**1**
RingEX Users	**Up to 1,100**
Sites / User Groups with Unique Call flows (IVRs)	**10**
Sites / User Groups with Replicated Call flows (IVRs)	**215**
Total Call Queues	**Up to 40**
Total Ring Groups	**Up to 125**
Onsite Deployment	**Up to 16 days**
Online RingCentral University Access	**Unlimited**

Docusign Envelope ID: C6C2ED9F-429E-4FE1-B3CA-C2DAB70A612A

RingCentral

Enhanced Training – Bronze Tier (Training Plan Consulting and instructor-led training up to ten (10) hours)	1

2. **RingEX Planning and Design**
   i. RingCentral Planning and Design ("P&D") and Business Requirements Document ("BRD")
      a. RingCentral will initiate the Planning and Design process and introduce the Business Requirements Document to the Customer at the beginning of the project which will consist of structured planning activities to support the entitlements outlined in the table below:
      b. During the Planning & Design sessions, Customer will provide required data and contribute to the universal design documentation across all lines of business / business units.
      c. Details within the data collection include:
         - Customer Site Information
         - User Upload
         - Data collection for End-User and Administrator Training
         - Porting data
      d. Unique call flow(s)
         - Configuration of up to five (5) main numbers
         - Up to three (3) call flows per site
         - Up to 5 custom rules per main number
         - Up to 2 menus (IVR) per main number
         - A combination of up to ten (10) call queues & ring groups per main number
      e. Replicated Call flow(s)
         - Consists of a replica of a unique call flow except for phone numbers, extensions, and users within call queues & ring groups
      f. Roles and Permissions
      g. Delivery Overview
      h. BRD completion
   ii. The completed BRD will be reviewed in detail and countersigned by both Customer's Project Manager and RingCentral's Project Manager prior to initiating the build activities.
   iii. Additional data collection sessions are available for further breakout by country or user group via the Change Order process.

3. **RingEX User Interface ("UI") Build**
   i. For the quantities specified in "Table 2: Entitlements", RingCentral will remotely configure the following parameters in the system ("UI Build") based on the specifications agreed upon between the parties in the BRD:
      a. Users
      b. Locations
      c. Callflows by Site or User Group
      d. Call Queues or RingGroups
   ii. RingCentral will perform quality assurance following final configuration prior to turning over the solution to the Customer to start User Acceptance Testing (UAT)
   iii. Customization of the above parameters is available via the Change Order process

4. **Customer Telephone Porting**
   i. RingCentral shall provide guidance on porting data collection and shall assist with submission of porting request(s)

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ii. Customer and RingCentral agree that RingCentral is not responsible for the portability of any individual number or group of numbers and the sign-off the Professional Services Project Completion Signoff Document shall not be withheld by Customer for delays in the porting of the numbers

iii. Notwithstanding the above, the RingCentral Project Manager, upon Customer request, shall assist the Customer with this responsibility by performing the following tasks for each site or implementation/ go live event:

a. The RingCentral Project Manager shall assist the Customer with the initial submission of port requests and shall assist in up to three (3) rejections/resubmission per location or ninety (90) days from submission, whichever occurs first
   - Any additional port rejections will be the responsibility of the Customer
   - Customer shall provide RingCentral all appropriate Letters of Authorization ("LOA"'s), billing information, and authorized signer for each location
   - Porting submissions will include numbers mapped to correct route as "company" numbers or Direct Dial phone numbers

b. The RingCentral Project Manager shall assist the Customer with submitting porting requests up to ten (10) business days following the final go live event, unless otherwise mutually agreed between the parties
   - The RingCentral Project Manager will remain engaged in support of these porting requests for 30 days or three rejections, whichever comes first
   - RingCentral will provide the Customer with an overview of the RingCentral portal for porting tasks
   - Following the ten (10) day post go-live period, Customer is responsible for submitting all new requests within the RingCentral portal
   - Any additional support required after the ten (10) day period can be obtained via a change order
   - Porting outside of project follows RingCentral Numbering Policy https://www.ringcentral.com/legal/policies/numbering-policy.html

5. Customer User Acceptance Testing

i. UAT Assumptions

a. During UAT, Customer will designate users to complete application testing in mock real-world scenarios to validate the RingCentral build matches the agreed upon design documentation

b. Customer will define the UAT criteria by phase. The mutually agreed upon test criteria will be recorded as an Appendix in the design documentation as the document of record prior to UAT execution
   - If UAT criteria are not specified by Customer, the work is therefore deemed accepted and ready for go live upon notice from RingCentral that the work is complete and ready for testing

c. Customer resources participating in UAT must complete all pre-recorded online training sessions for user, supervisor, and/or admin related to their role prior to starting UAT
   - Upon Customer request, RingCentral Implementation Engineer may provide up to one (1) hour of guided training to UAT participants specific to the test criteria

d. Customer will document the outcome of all UAT scenarios in writing and will provide to RingCentral upon completion of testing
   - Any variation in expected results (errors, flaws, failures, adjustments) will be provided in writing to the RingCentral Project Manager for review and resolution
   - RingCentral will provide an expected variation resolution date and will advise customer to perform additional testing

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e. Upon successful completion of all UAT criteria, Customer will submit a final written notice to RingCentral prior to scheduling go live
    - RingCentral will append the design document output to include completed UAT criteria in the final published output document

ii. UAT Requirements
a. Customer and RingCentral will enact a mutual software / code freeze prior to the start of SIT and UAT
b. Customer shall perform UAT within seven (7) calendar days of application handoff from RingCentral, unless otherwise mutually agreed upon in writing by both parties prior to the start of testing
c. Any Customer changes in software or code resulting in new application behaviors following written UAT completion and requiring troubleshooting or issue resolution will be handled via the Change Order process
d. Additional UAT support is available via the Change Order process

6. Remote Delivery and Go Live Services

i. RingCentral will provide remote go live services as follows:
a. Delivery resource during remote Go Live events as defined in Appendix A
b. Document open issues in action log
c. Transition into support services
d. Perform closure procedures at the conclusion of project activities
Customer will place handsets at locations listed in Appendix A
    - RingCentral will provide instructions and best practices for handset placement, test, and endpoint registration

7. Onsite Delivery and Go Live Services

i. RingCentral Professional Services will provide onsite delivery services to perform the following activities not to exceed the number of days identified in "Table 2: Entitlements" and for the locations listed in Appendix A, See Appendix D for additional information regarding the onsite work:
a. Testing, staging, and deployment of pre-provisioned RingCentral phones
b. Document open issues in action log

ii. Travel and expenses will be invoiced as actuals

iii. Additional resource days are available via the Change Order process

8. Site Visits and Project Phases

i. Each onsite, in-person visit to a separate Customer location (each "Site") will be considered a "Site Visit". Customer has the following obligations with respect to all Site Visits:
a. Maintain and ensure safe working conditions at each Site and promptly inform the RingCentral Project Manager of any known hazardous conditions at any Site prior to any visit by RingCentral personnel.
b. Ensure that all Site hardware and network environment meet or exceed the requirements set forth in the Statement of Work and in the "RingCentral VoIP Network Requirements and Recommendations" which can be found at:
https://support.ringcentral.com/s/article/9233?language=en_US
e. Ensure that at least ten (10) business days prior to a Site Visit, the Customer Project Manager will provide the RingCentral Project Manager the following information for the Site to be visited:
    - first and last name, extension number, and email address for delivery of message notification emails of each End User for which the services to be provided under the Agreement ("Services") are to be implemented at the Site and any other information that RingCentral requests to configure the digital lines that are part of such Services to be

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implemented (this information needs to be in the form of a Microsoft Excel file suitable for use with the Service's bulk configuration utility);
- written or illustrated diagrams of Customer's current and proposed dial plans and data and call flows; and
- information related to configurations, equipment, and deployment requirements for the Site, as requested by RingCentral.

f. Provide RingCentral with all reasonable information, cooperation, and assistance that RingCentral requests in connection with performing the Services, including without limitation providing RingCentral with access to Customer's systems and networks and related system and network administrators. Any failure on the part of Customer to provide the cooperation requested by RingCentral, or to provide the information or hardware and software environment required, may result in the need for a Change Order to contemplate additional fees and extended timelines to accommodate Customer's failure to do so.

9. Late Site Visit Change

i. If Customer cancels or changes the dates of a scheduled visit to a location ("Site Visit") during the ten (10) business days prior to such visit ("Late Site Visit Change"), RingCentral will incur costs and expenses as a result. For each such Late Site Visit Change, Customer agrees that a fair, reasonable, and appropriate charge for such change shall be equal to eight (8) hours of RingCentral then current rate for professional services, in addition to any Service Expenses that have already been expended by RingCentral ("Change/Cancellation Fee"). RingCentral may elect to waive any Change/Cancellation fee or charge on a future invoice.

10. RingCentral Training Services

i. RingCentral Online Product Training

a. The following training resources are available to the customer for learning the RingEX product
b. Online RingCentral product training includes:
   - Get Started videos and quick guides, available at https://support.ringcentral.com/get-started.html
   - Online training for users and administrators, available at RingCentral University – https://university.ringcentral.com
c. For a list of paid instructor-led training courses offered, and detailed course descriptions, review the Live Training Catalog at https://university.ringcentral.com/en-rex-ilt-ringcentral-rex-live-training
d. For information on how to purchase additional training (Remote and Onsite Instructor-led Courses), please contact your account representative or your client partner

ii. RingCentral Enhanced Training

a. RingCentral will provide designated resources to provide consultation and tailored training to include:
   - Customized training plan
   - The number of remote instructor-led training hours as outlined in "Table 2: Entitlements"
b. Enhanced Training services expire 45 days after the final go live. Any training time not used during this period will be forfeited.
c. RingEX Enhanced Training Information and Terms:
   - Unless otherwise stated, the training services cover the complete implementation project and are not provided for each phase of the implementation
   - Customer and RingCentral agree that sign-off for project completion shall not be withheld by Customer for delays in the scheduling of training services

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- Attendees must complete the prerequisites for each course, as shown in the course information on the instructor-led training catalog
- RingCentral reserves the right to update the instructor-led training catalog at any time
- Training courses cover RingCentral products exclusively and are based on a standard curriculum designed by RingCentral
- Training sessions are hosted by a RingCentral instructor on the RingCentral platform
- Training sessions are considered delivered if Customer cancels less than seventy-two (72) hours prior to the scheduled training or is not present at the scheduled date and time
- All training courses are delivered in English, unless otherwise specified

11. Hours of Operation

i. Unless otherwise specified, pricing assumes that Remote Services will be performed between 8:00 AM and 5:00 PM local time, Monday-Friday, excluding holidays ("Standard Service Hours")

ii. Work requested to be performed outside Standard Services Hours will be subject to the RingCentral overtime rates and is available via the Change Order process.

B. Customer Responsibilities

1 Customer is responsible for the following (as applicable):

i. Authorizing the telephone number porting by RingCentral

ii. LAN/WAN infrastructure
   a. Network minimum requirements for RingCentral as a Service model
   b. Quality of Service (QoS) configuration
   c. Firewall or Access Control List (ACL) configuration

iii. Power over Ethernet (POE) port activation / configuration

iv. SMS Campaign Registration (TCR) https://www.ringcentral.com/tcr

v. Configuration and software installation on Customer PCs

vi. Decommission and disposal of any legacy equipment

vii. Provide workspace for RingCentral onsite personnel, as applicable

viii. Customizations on individual user endpoints, or phone settings

ix. FAX Machines

x. Overhead paging

xi. Postage Machines

xii. Credit Card or Point of Sale (POS) Machines

xiii. Door buzzer or Automatic Door Controller

xiv. Third party SIP phones

xv. Headsets

xvi. Analog Devices such as fax machines

xvii. Third party Applications

xviii. Input Registered E911/Emergency Services Address and location information to Service Web
   a. This is critical information which is used by first responders in case of an emergency hence customer must ensure that the information they are adding to the Service Web is accurate. For more information, please refer to Appendix C

C. General Terms and Conditions

1 Professional Services Completion

i. Upon RingCentral's completion of the Professional Services for each Project Phase, RingCentral will notify the Customer of the completion of each individual Professional Services Project Phase. Upon receipt of such notification, Professional Services under such Project Phase will be considered completed in full and billable, in accordance with the terms of this SOW.

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2 **Invoicing and Payment**

i. **Invoicing and Payment of Professional Services Fees:** All amounts due under this SOW for Professional Services other than T&M Services, will be invoiced upon completion of the work or each phase identified in the "Phasing Table". Payment shall be due in accordance with the applicable payment terms of the Master Services Agreement. T&M Services will be invoiced monthly in arrears. RingCentral retains the right to invoice for Users or Sites that have been deployed monthly.

3 **Termination**

i. **Termination:** Either Party may terminate this SOW, in whole or in part, with thirty (30) days' advance written notice to the other Party. Unless otherwise specified in the termination notice, the termination of one Project Phase will not result in the termination of, or otherwise affect, the rest of the SOW or any other Project Phase. No termination of any SOW, in whole or part, will result in the termination of any Services being provided under the MSA.

ii. **Effect of Termination.** If this SOW, or a Project Phase. is terminated, in whole or in part, for any reason other than for RingCentral's material breach of this SOW, Customer will be obligated to pay RingCentral for:

a. any Professional Services and T&M Services that have been rendered up until the effective date of the termination
b. all applicable Service Expenses incurred; and
c. (50%) of the fees for any other Professional Services not yet performed, due under the Project Phase(s) being canceled, if termination of the SOW or a Project Phase occurs within one hundred and eighty (180) days of execution of the SOW. If termination occurs after one hundred and eighty (180) days of execution of the SOW, Customer will owe all outstanding fees for any Professional Services not yet performed pursuant to the SOW, due under the Project Phase being canceled.

4 **Delays and Changes**

i. Changes to this SOW shall be made only by a mutually executed written change order between RingCentral and Customer (a "Change Order,") per the sample attached in Appendix B, outlining the requested change and the effect of such change on the Services, including without limitation the fees and the timeline as determined by mutual agreement of both parties

i. Any delays in the performance of consulting services or delivery of deliverables caused by Customer, including without limitation delays in completing and returning Customer documentation required during the P&D or completing the BRD, may result in an adjustment of project timeline and/or additional fees

ii. Any changes or additions to the services described in this SOW shall be requested by a Change Order and may result in additional fees

iii. Services not explicitly specified in this SoW are considered out of scope and will be addressed with a separate SoW or Change Order

5 **Project Phasing**

i. The Professional Services may be delivered in one or more phases as set forth in this SOW

ii. This SOW describes the milestones, objectives, deliverables, sites, fees, and other components that are included in the scope of each phase ("Project Phases")

iii. Customer agrees that the delivery, installation, testing, acceptance, and payment for the Professional Services rendered under any one Project Phase is not dependent on the delivery, installation, testing, acceptance, and payment for the Professional Services under any other Project Phase

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iv. Each Project Phase will be billed upon notification of phase completion, and payment for each Project Phase is due in full within the applicable payment period agreed between the parties and is non-refundable.

In Witness Whereof, the Parties have executed this Statement of Work below through their duly authorized representatives.

Customer	**RingCentral**
Hall County Government	RingCentral, Inc.
Signature:	Signature: DocuSigned by: Michael Fiocca DED1147B10E24F7...
Name:	Name: Michael Fiocca
Title:	Title: AVP, Public Sector Sales
Date:	Date: 10/6/2025

APPROVED AS TO FORM
Nathaniel R. Anderson,
Senior Assistant County Attorney

Docusign Envelope ID: C6C2ED9F-429E-4FE1-B3CA-C2DAB70A612A

RingCentral

Appendix A
Sites

Site	Full Address	Number of Users	Deployment Type	Number of Site Visits	Technician Days Onsite	Rate per Site
Emergency Services Complex	470 Crescent Drive Gainesville, Georgia 30501	TBD	On-Site	1	2	n/a
Government Center	2875 Brows Bridge Road Gainesville Georgia 30504	TBD	On-Site	1	2	n/a
Extension Agency	734 East Crescent Drive Gainesville, Georgia 30501	TBD	On-Site	1	2	n/a
Courthouse	225 Green Street Gainesville, Georgia 30501	TBD	On-Site	1	2	n/a
Courthouse Annex	116 Spring Street Gainesville, Georgia 30501	TBD	On-Site	1	2	n/a
Building Maintenance	1694 Barber Road Gainesville, Georgia 30507	TBD	On-Site	1	2	n/a
Park and Leisure	1674 Barber Road Gainesville, Georgia 30507	TBD	On-Site	1	2	n/a

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RingCentral

Public Works	1670 Barber Road Gainesville, Georgia 30507	TBD	On-Site	1	2	n/a
Quartermaster	1680 Barber Road Gainesville, Georgia 30507	TBD	On-Site	1	2	n/a
Health Dept Extension	450 Prior Street Gainesville, Georgia 30501	TBD	On-Site	1	2	n/a
Public Defender	111 Spring Street, Gainesville, Georgia 30501	TBD	On-Site	1	2	n/a
Correctional Institute	1698 Barber Road Gainesville, Georgia 30501	TBD	On-Site	1	2	n/a
Detention Center	1700 Barber Road Gainesville, Georgia 30507	TBD	On-Site	1	2	n/a
East Precinct	6059 Main Street, Lula, GA 30554	TBD	On-Site	1	2	n/a
North Precinct	122 Dean Street, Clermont, GA 30527	TBD	On-Site	1	2	n/a
South Precinct	7345 Cody Road, Flowery Branch, GA 30542	TBD	On-Site	1	2	n/a

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RingCentral

Appendix B
Sample Change Order Form

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RingCentral

RingCentral Professional Services

Change Order Form for Implementation Services

This Change Order to the Statement of Work is subject to the Professional Services Agreement (the "**PS Agreement**") by and between Customer and RingCentral with the Effective Date listed below, establishes a change to the project scope or budget. By executing this Change Order, the parties agree to be bound by the terms and conditions set out in the PS Agreement with respect to the Services to be performed under the PS Agreement and Statement of Work ("**SOW**") indicated below as modified by this Change Request. Changes with no cost impact can be authorized with email, cost impacting changes require an executed signature.

Effective Date of PS Agreement: MM/DD/YYY	**Effective Date of SOW:** MM/DD/YYY		
Project Name:	**Customer Name:**	**Original Quote Number:**	**Change Order Quote Number:**
Request Date: MM/DD/YYY	**Requested by:**	**Requestor Phone:**	**Requestor email:**
Phase No.			
DESCRIPTION OF CHANGE			USD$XXX.XX
CHANGE DETAILS			
Change Item or Deliverable:			
Change From:			
Change To:			
Reason/Justification for Change:			
Impact to Schedule:			
Impact to Project Cost:			
Assumptions / Constraints / Dependencies:			
Risks:			
Test Plan:			
Backout Plan:			
Change Window:			

BY SIGNING BELOW, the Parties have each caused this Change Order to be signed and delivered by its duly authorized representative as of the date Customer signs below (the "**Effective Date**").

Customer

Customer

By: _____

Name: _____

Title: _____

Date: _____

RingCentral

RingCentral, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Appendix C

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

Docusign Envelope ID: C6C2ED9F-429E-4FE1-B3CA-C2DAB70A612A

RingCentral

Registration of Address and Notification Information – Emergency Dialing

Bulk uploading of user data, building extensions, etc. may require input of registered addresses and emergency notification information. By engaging RingCentral for implementation of the Services, Customer agrees to the following:

1. **Registered Address.** It is the Customer's obligation to maintain accurate emergency location information for each Digital Line on its Account. RingCentral will, on Customer's behalf, upload Customer's Users' registered addresses using a list of addresses provided by Customer.

2. **Emergency Notifications**. For Digital Lines located in the United States, Customer must input and maintain in Service Web a central location for the receipt of emergency notifications generated by its Users placing emergency calls (for further information about this obligation, click here). RingCentral will, as a part of the upload described in (A) above, also input Customer's emergency notification location, as directed by Customer.

3. **Customer's Representation and Warranty**. Customer represents and warrants that the registered addresses and emergency notification location are accurate and acknowledges that any subsequent change to the registered addresses must be carried out by Customer. Customer acknowledges that it may have its own independent legal obligation to ensure the accuracy of the above information, and that RingCentral takes no responsibility for the accuracy of the information provided by Customer.

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RingCentral

Appendix D
Onsite Subcontractor Scoping Details

1. Matrix-NDI will provide (2) technicians for (16) days to support phone placements and cabling.

1. Seller Responsibilities:

a) Coordinate with Customer and Service Provider to schedule the performance of the Services.
b) Communicate all matters that are material in scope to Service Provider.
c) Ensure that Customer provides full-time qualified, knowledgeable personnel capable of making timely decisions necessary to move performance of the services forward.
d) Ensure that Customer participates in this project to the extent reasonably requested by Service Provider, and reasonably assists Service Provider with its performance of the Services.

2. General Project Assumptions:

a) Customer will provide descriptions and network information including what ports are to be used for VoIP phones.
b) Low voltage cabling is not included in this proposal.
c) Network is set up to RingCentral standards ahead of installation. Information can be found at https://support.ringcentral.com/article-v2/Network-requirements.html?brand=RingCentral&product=RingEX&language=en_US
d) Customer will provide the business and technical specifications desired for this project.
e) Customer will provide proper electrical power for all devices.
f) Customer will provide the proper physical environment for all devices.
g) No lift pricing is included. If a lift is needed, this will be addressed with change to the contract.
h) Customer will supply dumpsters and locations for disposal of packaging at each site.
i) Customer will provide adequate and secure on-site storage for all equipment and tools and at each site.
j) Access will be granted to all work areas without restriction during the required during the timeframe required for the Services.
k) Ample parking area will be provided.
l) Lost time due to access issues will be billed hourly as delay/wait time.
m) Customer personnel will be available on a timely basis, and when reasonably requested by Service Provider. Customer personnel will provide input, review the services being performed and the items provided by Service Provider, answer questions, provide signoff, and allow Service Provider to gather and validate information, perform reviews and obtain other input.
n) Customer, Service Provider and Seller will follow Seller's Project Management Methodology for this project. Seller's Project Management Methodology may be attached to this SOW, but if it is not, it is simply as follows: Customer will work with Seller and Service Provider so that together we can define

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roles and responsibilities, develop project and test plans, identify risks, maintain change management procedures and ensure management of open issues.

o) Any dates, deadlines, timelines or schedules in this SOW, or subsequently developed schedules, are estimates only, and the parties will not rely on them for purposes other than initial planning.

p) All work areas are assumed to be an asbestos free environment. Work in any other hazardous material environments is excluded.

q) Service Provider is not responsible for delays in performance directly caused by the unavailability of the Customer provided or Seller provided components and will have the right to invoice Seller for Service Provider's lost time.

r) Customer will provide in advance and in writing, and Service Provider will follow, all applicable Customer safety and security rules and procedures.

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

3. Project Specific Assumptions:

a) Installation will take place during business hours. Monday-Thursday 7:00am-7:00p.m. local time.

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 exits 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.
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.
Letter from Original Equipment Manufacturer (required): **Attached**

Purchasing Use Only	
Buyer:	
Buyer E-Mail Address:	
Buyer Telephone:	
Contract #:	
Contract Name:	
If publicly solicited, number of protests:	
Outcome:	
Bid # (if competitively bid):	
Purchase Order #:	

October 3, 2025

Daniel & Kevin,

Although as a RingCentral customer we do provide training and support to allow you to administer the users and configuration of your RingCentral Unified Communications solution, the core operating system and extensive carrier network is proprietary to the solution and strictly administered only by uniquely qualified RingCentral personnel (employees, contractors or subcontracted Professional Services staff) . Specifically, in the interest of security, RingCentral's Information Technology Security management program includes measures to protect RingCentral, RingCentral customers, and their data from the risk of loss or misuse. This helps ensure the continued operation of our services in support of our business and our clients' operations. Our written Information Security program includes documented policies that align with established industry standards and are reviewed and updated to reflect industry changes and our ongoing cybersecurity risk posture. We manage our services for our unified communications as a service (UCaaS) and contact center as a service (CCaaS) to the same standards as our internal environments and applications to ensure the confidentiality, integrity, and availability of our services and your data.

Sincerely,
Mike Deer
Senior Account Executive Public Sector
RingCentral

ringcentral.com
20 Davis Drive
Belmont, CA 94002

888-528-7464

AGENDA ITEM

Northeastern Judicial Circuit

REPORT TO: **Work Session (10/20/25)**

REPORT TO: **Voting Meeting (10/23/25)**

ITEM NO: 597/2025

SUBJECT: Approve the ratification of the application, award, and any further supplemental funding from the Criminal Justice Coordinating Council (CJCC) for the FY 2026 Children in Need of Services (CHINS) Grants Program for the Hall County Juvenile Court for $100,000.00, and 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: 10/20/25

Voting Meeting Date: 10/23/25

Executive Summary:

Presenter: RO

Recommendation:
Approve

Purpose of Request:
Approve the ratification of the application, award, and any further supplemental funding from the Criminal Justice Coordinating Council (CJCC) for the FY2026 Children in Need of Services (CHINS) Grants Program for the Hall County Juvenile Court for $100,000.00, and 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:

This is the first year that Hall County has applied for this grant opportunity.

Facts and Issues:
The Children in Need of Services (CHINS) Grants Program provides funding for the implementation of programming for prevention from the juvenile justice system and intervention services for youth as alternatives to detention. Hall County will use the funds to provide critical wraparound services such as intensive case management, mental health counseling, educational support, and family-based interventions.

Options:

Funding Requested	$ 0.00
Are funds within current budget?	Yes
Source of Funds	Grant 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	Grants	Budget
PS	AD	DA	JM
Finance	**Attorney**	**Administration**	**Clerk**
TS	JL	CR	JR

Attachments:

CJCC CHINS Grant RFP
FY26 CHINS Grant Budget
FY26 CHINS Grant Application

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 597/2025

Funds Requested: $ 0.00

Request Budgeted: Yes

Proposed Source of Funding:

Grant Funds

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	250-MULTIPLE GRANT FUND	2600-JUVENILE COURT	331150-FEDERALâ€OPERATING INDIRECT	$-100,000.00
2026	250-MULTIPLE GRANT FUND	2600-JUVENILE COURT	521000-PROFESSIONAL SERVICES	$100,000.00

Budget Transfer Items:

Additional Information/Comments:

The period of performance for this grant is from October 1, 2025, to September 30, 2026.

Contact for Questions:

Phone:

BRIAN P. KEMP
GOVERNOR

JAY NEAL
DIRECTOR

The Criminal Justice Coordinating Council (the Council) is pleased to announce that it is seeking applications for competitive funding for local jurisdictions within the State of Georgia under the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), Office of Juvenile Justice and Delinquency Prevention (OJJDP) (CFDA 16.540).

FY2026 Children in Need of Services (CHINS) Grants Program Request for Proposals

Eligibility

Applicants are limited to local county commissions/boards of commissioners, city governments, or school districts. The availability of funds is dependent on appropriations from OJP. The Office reserves the right to reduce the amount of funds available based on government budgetary actions. The U.S. Department of Justice, Office of Juvenile Justice and Delinquency Prevention, administers these funds at the national level.

Deadline

Applications are due by Thursday, July 30, 2025 at 4:00 p.m.

Available Funding

Maximum Dollar Amount per Award
Rural: maximum - $50,000
Non-rural: maximum - $100,000

The amount to be awarded to each agency will be determined by the Council under the advisement of the Juvenile Justice State Advisory Group.

Award Period

October 1, 2025 – September 30, 2026

Contact Information

For assistance with the requirements of this solicitation, contact:
Stephanie Mikkelsen at Smikkelsen@cjcc.ga.gov

Release Date: June 16, 2025

THIS IS A FEDERAL GRANT SUBJECT TO FEDERAL RULES AND REGULATIONS

SECTION I: OVERVIEW AND INSTRUCTIONS

Eligible Applicants

Eligible applicants are limited to local units of governments (i.e. County Board of Commissioners, Board of Education, etc.) Priority will be given to applicants who have partnerships and/or letters of support with multiple agencies (i.e. juvenile court with law enforcement, or school with juvenile court).

The Children in Need of Services (CHINS) Grants Program

The Children in Need of Services (CHINS) Grants Program provides funding for the implementation of programming for prevention from the juvenile justice system and intervention services for youth as alternatives to detention. Funding will be used to promote programming related to CHINS. Programming should be evidence supported or evidence based. Additionally, applicants may include time of a personnel position for the administration purposes of this grant, however, applications prioritizing funds for direct service will be prioritized.

Criminal Justice Coordinating Council

The Criminal Justice Coordinating Council is designated by the Governor of Georgia as the State Administering Agency for criminal justice and victims' assistance programs. Created by the General Assembly (O.C.G.A. § 35-6A-2), the Council is comprised of twenty-seven members representing various components of the criminal justice system.

Overview of the State of Georgia's Juvenile Justice State Advisory Group

The Juvenile Justice State Advisory Group (SAG) is a Governor appointed body which provide expertise for juvenile justice efforts across the state of Georgia. The SAG will serve as the advisory body to the Council for the grant award.

How to Apply

Interested applicants should review the Children in Need of Services (CHINS) Grants Program Packet in its entirety, and submit the completed application, including the requested information and all required attachments.

This application will be submitted through the new grants management system, https://grantsportal.cjcc.ga.gov/. The application must be completed and submitted in accordance with the RFP guidelines in order for the submission or proposal to be considered for funding. Before you submit, review your application from start to finish to ensure you submit complete and accurate information. **It is recommended that applicants allow adequate time to complete the application. Applications must be submitted using the required format.** Any application that does not adequately answer all applicable questions will be considered incomplete and may not be reviewed for funding.

If the applicant is not the authorized official, the Criminal Justice Coordinating Council recommends the implementing agency applies on behalf of authorized official. The applicant **must** have permission by the authorized official to apply.

SECTION II: APPLICATION PROCESS

Application Review

Applications will be reviewed and assessed by the Council and the SAG members and its designated representatives who will consider the following:

1. Overall quality and completeness of the application;
2. Demonstration of clear, measurable and appropriate standards;
3. Demonstration of need including geographic location, local demographics, local statistics, other financial resources, etc.;
4. Adequate correlation between the cost of the project and the objective(s) to be achieved.

Only complete applications received by the deadline will be reviewed. **When an application is received by the Council, there is no commitment on the part of the Council to fund an application or to fund it at the amount requested**. Decisions related to these budget areas are based on both eligibility and reasonableness. The Council has full discretion to determine the reasonableness of budget items based on both objective and subjective decision-making tools. See "Restrictions on Use of Funds" subsection below to determine whether budget items requested are allowable prior to submitting your budget.

Applications for funding will undergo several reviews. At any point during these reviews, a decision not to fund a project or any part thereof may be made. These decisions are within the complete discretion of the Council.

Competitive Funding Decisions

All funding decisions related to the program application received in response to this solicitation are made by the Council, based on the availability of funding and recommendations by the SAG. The Council will inform the applicant of funding decisions through a grant award. Applicants should not make assumptions regarding funding decisions until they have received official written notification of award or denial signed by the CJCC Executive Director.

Once an award is made, it is within the discretion of the Council to determine that a subgrantee is not compliant with applicable policies. Upon such a determination, the Council may terminate further funding and require reimbursement of grant funds. Each year, CJCC will release a RFP for continuation of funds for grantees to apply for funding the following year, for a total of three years. Once an award is made, it is within the discretion of the Council to determine that a subgrantee is not compliant with applicable policies. Upon such a determination, the Council may terminate further funding and require reimbursement of grant funds.

Priority consideration will be given to applications which partner with school systems to prevent and reduce violence and support mental health needs of at-risk within the schools.

Allowable Funds

Funds for this award can be used for delinquency prevention and alternatives to detention programming as well as training cost, supplies, travel, and grant administration.

Restriction of Funds
Grant funds cannot be used for: office space, utilities, food, furniture, the purchase of vehicles, weapons, overall agency supplies, and construction projects. Please note, this is not an exhaustive list. Please contact the assigned CJCC contact if you have any questions.

Supplanting of Funds
Funds cannot replace or supplant federal or nonfederal funds that have been appropriated for the same purpose.

Match Requirement
No match is required under this program.

Award Notification
Notification of award funding will be made **no later than September 25, 2025.**

SECTION III: POST-AWARD REQUIREMENTS

The Children in Needs (CHINS) Grants Program Subgrantee Workshop
As a requirement of the grant, all counties selected for funding will be required to attend a workshop to discuss the purpose of the grant.

Grant Acceptance
Subgrantees must accept or reject the grant award with original signatures and required forms within forty-five (45) days of the award date. The subgrantee will be unable to request funds until the award documents are submitted to the Council.

Special Conditions
At the time of the subgrant award, the Council will assign special conditions as deemed appropriate for the program. The special conditions will outline the subgrantee's responsibilities, as well as federal and state regulations that must be adhered to, as a condition of accepting the grant award for the approved program. The special conditions will be included in the award packet and must be reviewed, signed, and returned to the Council within **forty-five (45) days** of the award date. The Council may assume your court rejects the grant award if these acceptance documents are not received by this submission deadline.

Per DOJ requirements, awardees will be required to have background checks on all personnel who will be directly interacting with the youth through this grant.

This is a federal reimbursement grant. Potential subgrantees are expected to abide by federal rules and regulations.

Fiscal Accountability
Commingling of funds on either a program-by-program or project-by-project basis is prohibited. The subgrantee's accounting system must maintain a clear audit trail for each source of funding for each fiscal budget period and include the following:

- Separate accountability of receipts, expenditures, disbursements, and balances. CJCC

recommends creating an account in your accounting system for each grant using the grant number provided by CJCC.
- Itemized records supporting all grant expenditures in sufficient detail to show exact nature of activity.
- Data and information for each expenditure with proper reference to a supporting voucher or bill properly approved.
- Maintenance of billing records for project related expenses (i.e. service invoices)
- Provisions for payment by check (as applicable).

Subgrantees will select whether they would prefer to be reimbursed for grant expenses on monthly or a quarterly basis once awarded.

Risk Assessments

As a requirement of federal funding, prior to being awarded, grantees must complete the CJCC Risk Assessment.

Site Visits

Awarded grantees will receive programmatic and fiscal site visits as required. These may be in person or virtual.

Performance Measures and Reporting Requirements

Performance measurement can be defined as the process of routinely measuring the outputs and outcomes produced by a program, thereby allowing one to assess the effectiveness of program investments and activities. It has been found that measuring performance builds consensus and commitment within the justice community, assists with the goal of obtaining and allocating resources, demonstrates success, and improves accountability.

The Department of Justice, the federal entity that administers the Delinquency Prevention Grant Program, has developed performance measures for all funded program types. As such, the Council requires that all funded subgrantees complete a quarterly statistical report using DOJ's Performance Measurement Tool (PMT) that will be submitted to your CJCC contact The PMT will ultimately help states produce evidence-based guidance on monitoring and evaluating all programs.

PMT reporting is completed based on grant-funded activities. Reporting will be due:

Reporting Period	Due Date
October 1 – December 31	January 30
January 1 – March 31	April 30
April 1 – June 30	July 30
July 1- September 30	October 30

SECTION IV: PROGRAM DESIGN

Purpose

The overarching goal of this grant program is prevent CHINS youth from becoming further involved in the juvenile justice system, and improve community-based support for these youth while reducing unnecessary out-of-home placements, and better serve youth in the community.

The purpose of this grant opportunity is to provide funding for local programs designed to serve CHINS youth in the community. Applicants are encouraged to examine their local data to understand the profiles of youth who have a CHINS compliant filed, and who, with appropriate services, could have received services in their community. Recipients of this grant opportunity will be employing evidenced-supported and/or evidence-based programming appropriate to the needs of youth in the community.

Considerable evidence has shown that assessing each youth's need can help with classifying youth for appropriate levels/types of programming, as well as the necessary intensiveness of services. The challenge of this population is determining if the behavior is: "normal" teen behavior; a youth or family in crisis; or a youth who is a victim of abuse or neglect. Various acts of CHINS can be related to underlying issues in a child's life.

Bolstering a continuum of community support services and supervision has been shown to reduce recidivism, while promoting a positive relationship among youth, their families, and the community. Support services may include family and community reintegration and prevention services, basic life skills, job skills and employment training, job placement, educational support, and mentoring and apprenticeship opportunities.

Communities applying for these funds will be expected to bring together system stakeholders, community leaders, and residents to identify and access existing local resources for the development of a multifaceted response to prevent further penetration in the justice system. Research shows that by implementing community-based and family-focused alternatives to court intervention, the state can reduce court caseloads, lower government costs, and provide meaningful and lasting support to children and families. Features of systems include: diversion from court, immediate response, triage process, accessible and effective services, and ongoing internal assessments.

By employing targeted and intentional programming for appropriate youth along with community support, the State of Georgia will increase public safety while decreasing recidivism among juveniles in the juvenile justice system.

The CJCC ask that applicants fully describe how their project will reduce risk factors of participants with their selected model that addresses family engagement, reduces negative peer association, increases pro-social activities, and is tailored to the individual cognitive and maturational levels of their participants.

For the purposes of this solicitation, prevention and alternatives to detention strategies should target to middle and high school age youth (ages 11–17).

Program Period
This grant award period covers October 1, 2025 through September 30, 2026.

Target Population
Youth (11-17 years of age) who are at risk to become involved with or prevent the further involvement with the juvenile justice system.

Goals and Objectives
Each applicant must utilize all of the following goals and objectives for its project. Applicants may add goals or objectives specific to their program.

Goals

- Reduction in juvenile delinquency and recidivism.
- Implement services with fidelity.

Objectives

- Decrease the number of CHINS cases becoming further involved with the justice system.
- Increase protective factors to prevent delinquent behavior by youth.
- Provide child and family focused services to target population.
- Establish partnerships with local level-based organizations or service providers.

SECTION V: APPLICATION FORM
Interested applicants should review the Program Packet in its entirety, and submit the completed application, including the requested information and all required attachments.

- **General:** Clarify if you plan to create or expand a current program and provide the estimated number of youth served by program.
    - Are you planning to create a new or expand a current program?
    - Who will render services?
- **Project Description:** Provide a description of the project including the agency's name, agency type, and year founded. Include the geographic area targeted, estimated number of individuals who will be served during the grant period, and relevant characteristics of the target population.
- **Target Population:** Provide a detailed description of the clearly defined target population to be served in the grant period, include the following:
    - Applicants must select which type of CHINS the proposal shall target from the list below.
        - Truancy
        - Habitually disobedient or ungovernable
        - Runaway
        - Loitering
        - Other
    - Please provide the number of CHINS offenses (based on the proposal target area) over the last three years. This data should include both complaints, petitioned,

and/or adjudicated cases.
    - Number of projected youth to be served.
    - Target group/age range a) 11 - 14 years of age; b) 14 – 17 years of age; or c) 11 – 17 years of age
    - Gender: a) male only; b) female only; or c) male and female
    - County or counties to be served (please only apply for counties you are able to serve)
    - Other demographics, including at-risk population(s)
    - List assessment instruments to be used for selected target population and how they will be used to screen youth. If no screening tools are used, please explain how services will be determined.
- **Needs statement**:
    - Provide a statement of the specific problem(s)/gap(s) the project will address. Include data that supports this claim. Only use data that is verifiable and relevant to the target population. For example, do not use statewide data for a local problem statement and do not use national data for a statewide problem statement. This section should also discuss any previous or current attempts to address the need and provide an overview of existing system resources to identify gaps/barriers in available resources.
- **Project goals**:
    - State the goals of the proposed project. Explain how the project goals will meet the needs of the project's target population and/or impact the proposed service area. Include any accomplishments from previous years. For example, an estimated number of participants to be served during the grant period and the anticipated outcomes. Outcomes are defined as changes in attitudes, knowledge, skills, behaviors, and conditions. Goals must be specific, measurable, action-oriented, reasonable, and time-sensitive having performance indicators. Please prepare to explain in the evaluation plan section.
- **Project activities and services:**
    - Describe the project's service delivery plan. In other words, explain how the agency will achieve project goals.
    - Explain how these cases (type of CHINS) are handled within your agency.
    - State how services will be implemented or enhanced. Outline proposed programming, a timeline for implementing services, as well as an explanation of how youth will be identified and referred into services. Applicants must attach a process map for how referrals and services will be determined for the target population, where decisions are made for services and administration of the grant.
    - Explain how the plan for project activities will meet the target population's needs as described in the needs statement.
    - How will the program overcome barriers of engaging the entire family?
    - Staffing: Describe the primary roles and responsibilities for each grant-funded position. Attach a job description for each position discussed.
- **Other**

    - Does your county have a designated CHINS Coordinator?
    - Does your county currently have a CHINS Protocol?
    - Does your county currently have a Student and School Climate Committee (please note, these may also be called Student Attendance Committees, School Climate Tasks Force, etc.)?
    - Does your county have a Student and School Climate Protocol?
- **Sustainability:**
    - Describe the specific activities that will take place during this upcoming grant period to ensure sustainability, including any barriers for the program and how the organization intends to address said issues.
    - List the current juvenile related funding sources (state, federal, and/or private) and amount of funding for your organization.
    - Identify potential state, federal, and/or private funding streams for program support.
    - List the community partners and their description and contribution, if any, to the proposed program.

Attachments

- Budget - All applicants must attach a budget using the provided **Budget Detailed Worksheet**. All line items within the budget are subject to review and approval. Decisions related to these budget line items are based on federal program guidelines, justification of costs in relation to project activities, and reasonableness of costs based on current market rates.
- CHINS Process Map
- Letter of Support (if available)
- MOU/Contracts - Please attach any contract or MOU between your agency and the established service providers. (if available)
- Job Description (if applicable)
- Personnel Description (if applying for 50% of a personnel position)
- Program timeline
- Federal Forms

CJCC Budget Detail Worksheet

Agency Name:	Hall County Juvenile Court
Subgrant Number:	
Project Name:	Hall County CHINS Grant Application
Select grant type:	

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?
					$0.00	
					$0.00	
					$0.00	
					$0.00	
					$0.00	
					$0.00	
					$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		$0	

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.

	Hours	Rate	Total value	Match
Volunteers			$ -	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 pecentage 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	$0

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	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	
			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 greate than or equal to $10,000 per unit to be classified as 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	
					$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?
Britt Williams Tutoring Services	Tutoring Services	$55.00	Youth	882.74	$48,550.54	
WeGo	Transportation Services	$5.00	Ride	300.00	$1,500.00	
WellRoot	Triple P Parenting Unstruction	$75.00	Session	100.00	$7,500.00	
Hannah Croft	Individual Counseling	$100.00	Session	250.00	$25,000.00	
FICSS	ASAM Substance Use Assessment	$200.00	Assessment	15.00	$3,000.00	
FICSS	Individual Substance Use Counseling	$90.00	Session	120.00	$10,800.00	
FICSS	Life Skills Group	$60.00	Session	60.82	$3,649.46	
			F. (2)Subtotal		$100,000.00	

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 (15%) 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 Minimus 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	$100,000

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:	

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		$0	
B. Travel		$0	
C. Equipment		$0	
D. Supplies		$0	
E. Printing		$0	
F. Other		$100,000	
TOTAL PROJECT COSTS		$100,000	
Award		FALSE	
Match Amount		FALSE	
Match Breakdown	Cash	$0	#DIV/0!
	In-Kind	$0	#DIV/0!

Budget Narrative

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.

Needs statement:

Children in Need of Services (CHINS) youth represent a highly vulnerable population, often facing complex challenges including family instability, truancy, mental health concerns, and exposure to unsafe environments. Despite the growing needs of these youth, our program's ability to offer meaningful, comprehensive support is significantly hindered by limited funding. At present, our only consistent source of revenue comes from supervision fees collected from families. This creates an inherent equity issue, as families with fewer financial resources may struggle to contribute, and the funds we do receive are insufficient to support the breadth of services CHINS youth require to succeed.

Due to these constraints, we are currently unable to provide critical wraparound services such as intensive case management, mental health counseling, educational support, or family-based interventions. These are proven strategies that help stabilize youth and reduce the likelihood of future system involvement. Without access to these supports, many CHINS youth remain underserved, at risk of escalating behaviors, and without the tools they need to build successful futures.

To better serve this population and prevent deeper penetration into the juvenile justice system, there is a clear and urgent need for expanded funding. Grant support would allow us to enhance service offerings, ensure equitable access regardless of a family's financial situation, and ultimately promote better outcomes for CHINS youth and our community.

Project Description:

Our proposed project seeks to expand access to comprehensive, evidence-based services for Children in Need of Services (CHINS) youth by leveraging and extending successful programming currently offered to delinquency-involved youth. With grant funding, we will bridge a critical service gap for CHINS youth, who often present with similar behavioral health, substance use, family conflict, and social-emotional needs but lack access to adequate interventions due to funding limitations.

The project will support the delivery of a robust continuum of care that includes clinical assessments, group-based interventions, specialty support circles, and family-focused programs. Services will include:

Clinical Assessments:

- **American Society of Addiction Medicine (ASAM) Substance Use Assessments:** $150–$200 per youth

These assessments will guide individualized service planning and ensure that youth are matched with the most appropriate interventions based on clinical need.

Group & Workshop Services:

- **Life Skills, Peer Pressure, and Decision-Making Workshops:** $50–$60 per session per youth

These structured group interventions are designed to reduce risk behaviors, enhance self-regulation, and promote healthy decision-making.

Specialty Programs:

- **Individual therapy:** $100/session
- **Substance Use Counseling:** $90/session

These supportive peer-based circles provide safe spaces for addressing past trauma, resilience-building, and emotional wellness.

Family & Academic Support:

We will also expand two high-impact support services to CHINS youth and their families:

- **Triple P (Positive Parenting Program) Level 5:** One-on-one parent coaching and family stabilization
- **Tutoring Services:** Academic support to improve school engagement and performance

These services are essential for addressing the systemic and familial contributors to CHINS involvement, and are especially critical for youth at risk of deeper justice system involvement.

Implementation Plan:

Services will be delivered in collaboration with existing providers. Youth will be referred based on risk and needs identified through initial assessments. Services will be offered at no cost to families to remove financial barriers to participation.

Proposed Apportionment of Funds

Name of consultant	Service Provided	Cost per unit	Define unit of	# units	Cost
Britt Williams Tutoring Services	Tutoring Services	$55	Hour	910.01	$50,050.50
Wellroot Triple P Parenting Level 5	One-on-One Parenting Instruction and support	$75	Hour	100	$7,500.00
Hannah Croft	Individual Counseling	$100	Hour	250	$25,000.00
FICSS	ASAM Substance Use Assessment	$200	Assessment	15	$3,000.00
FICSS	Individual Substance Use Counseling	$90	Session	120	$10,800.00
FICSS	Life Skills, Peer Pressure & Decision Making Group	$60	Session	60.825	$3,649.50
				Total	$100,000.00

AGENDA ITEM

Northeastern Judicial Circuit

REPORT TO: **Work Session (10/20/25)**

REPORT TO: **Voting Meeting (10/23/25)**

ITEM NO: 620/2025

SUBJECT: Approval and authorization for the Chairman to execute a Memorandum of Understanding between the Georgia Office of the Child Advocate (OCA) and Hall County Juvenile Court to receive Title IV-E funding to partially offset costs associated with providing high quality legal representation for children and parents in dependency and related court hearings in Hall County.

Meetings:

Work Session Date: 10/20/25

Voting Meeting Date: 10/23/25

Executive Summary:

Presenter: RO

Recommendation:
Approve.

Purpose of Request:
Approval and authorization for the Chairman to execute a Memorandum of Understanding between the Georgia Office of the Child Advocate (OCA) and Hall County Juvenile Court to receive Title IV-E funding to partially offset costs associated with providing high quality legal representation for children and parents in dependency and related court hearings in Hall County.

History:

This is the first time that Hall County has received this type of funding.

Facts and Issues:

Options:

Title IV-E is federal funding within the Social Security Act that provides federal matching funds to states to help pay for foster care, adoption assistance, and certain prevention services for eligible children and families. Previously, these funds flowed through the Georgia Division of Family and Children Services (DFCS); however, in 2024, the Federal Administration for Children and Families officially codified in the Federal Register that Title IV-E funds may be used to reimburse legal representation for parents and children in foster care proceedings.

The Georgia Office of the Child Advocate (OCA) receives Title IV-E funds from DFCS and disburses them to individual Counties.

Currently, Hall County fully covers the legal fees associated with representing children and parents in various types of DFCS court cases.

With the funding received, these funds will be budgeted and accounted for in a special revenue restricted fund for appropriate use each year.

Funding Requested	$ 0.00
Are funds within current budget?	Yes
Source of Funds	N/A
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2025-10-24

Approvals:

Grants	Submit	Grants	Budget
PS	AD	SG	JM
Finance	**Attorney**	**Administration**	**Clerk**
TS	JL	CR	JR

Attachments:

MOU - QLR Program

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 620/2025

Funds Requested: $ 0.00

Request Budgeted: Yes

Proposed Source of Funding:

N/A

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	TBD	2600-JUVENILE COURT	331150-FEDERALâ€OPERATING INDIRECT	$-146,000.00

Budget Transfer Items:

Additional Information/Comments:

The MOU period is from July 1, 2025, to September 30, 2026.

Contact for Questions:

Phone:

QLR Program

Improving access to justice for Georgia's children

QLR SITE AGREEMENT BETWEEN THE GEORGIA OFFICE OF THE CHILD ADVOCATE AND HALL COUNTY, GEORGIA

THIS AGREEMENT is effective and shall terminate on the dates set forth in Section 2 of this AGREEMENT. This AGREEMENT is made and entered into by and between the Georgia Office of the Child Advocate ("OCA"), Hall County ("the County"), and the Northeastern Judicial Circuit Juvenile Court ("the Court"). This AGREEMENT will be the basis of the Quality Legal Representation Program ("the Program").

WHEREAS, pursuant to O.C.G.A. § 15-11-70 *et seq.,* OCA is a state agency created to provide independent oversight of persons, organizations, and agencies responsible for providing services to or caring for children who are victims of child abuse and neglect or whose domestic situation requires intervention by the State; and

WHEREAS OCA is empowered to establish policies and procedures necessary to accomplish its purpose has the right to access all records and files of a child receiving protective services from the state per O.C.G.A. §§ 15-11-743(5) and 15-11-744(a)(2) and has the authority to contract as needed to support the work of the advocate per O.C.G.A. § 15-11-742(e); and

WHEREAS the State of Georgia provides a statutory right to counsel for both parents and children in child welfare cases pursuant to O.C.G.A. § 15-11-103, and counties and juvenile courts are responsible for implementing this right to counsel in every child welfare court case; and

WHEREAS the County currently provides attorney representation for children and parents appearing in the Court, and OCA has budgeted funding to conduct the Program in the County to improve the quality of legal representation and to seek partial reimbursement under Title IV-E of the Social Security Act for administrative costs of providing legal representation in dependency, termination of parental rights cases, and related cases (e.g., permanent guardianship, legitimation, etc.) as permitted under Title IV-E; and

WHEREAS the County and the Court wish to participate in the Program to better address the needs of the Court and the community it serves, and OCA wishes to assist the County in implementing and participating in the Program; and

WHEREAS OCA intends to support the County by seeking reimbursement under Title IV-E, to provide training and other support to attorneys providing representation in the Court, and to support the County and the Court in efforts to improve legal representation of children and parents involved with the County's child welfare system; and

WHEREAS OCA has determined that the County expenditures are partially Title IV-E reimbursable by applying the Title IV-E penetration rate (varies by quarter) and the Title IV-E administrative matching rate of up to 50%; and

WHEREAS OCA, the County, and Court recognize that safe and lasting permanency for children in foster care is one of the primary outcomes sought by the child welfare system, and that providing children and parents with effective attorney representation advances the goals of permanency, stability, and substantial justice for children involved in child welfare cases;

NOW, THEREFORE, in consideration of their mutual promises and as set forth in this intergovernmental AGREEMENT and pursuant to the intergovernmental contract clause of the Georgia Constitution of 1983, Article IX, Section III, Paragraph I, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **Purpose of the AGREEMENT**. This AGREEMENT memorializes the understanding between OCA, the County, and the Court of the intention to secure Title IV-E reimbursement funding to support or offset the costs of implementation of customized strategies to better support dependency attorneys and to assure and enhance the quality of legal representation provided to children and parents in dependency cases and related proceedings.

2. **Term of AGREEMENT**. This AGREEMENT shall be effective as of July 1, 2025 and shall continue in force and effect until September 30, 2026. This AGREEMENT may be extended by mutual agreement of the parties in writing, in accordance with their respective policies, and for a total length of time which shall not exceed the limitation provided in the intergovernmental contract clause of the Georgia Constitution. This AGREEMENT shall supersede any agreement between the parties for administration of the Program that was executed on a date prior to the date of execution of this Agreement.

3. **Responsibilities and Scope of Services.**

   A. Shared Responsibilities: To create and implement strategies to improve legal representation of children and parents, the County, the Court, or OCA shall:

      i. Require attorney participation in training provided or approved by OCA during the term of this MOU;
      ii. Implement a process for case assignment/docketing based on a one judge, one team approach where feasible;
      iii. Ensure the system of dependency attorney employment, payment, and oversight for representation of children and parents is independent of the court and of other parties to the litigation, and that it does not otherwise create conflicts of interest;
      iv. Assess current attorney caseloads and establish targets, if needed, for reasonable caseloads within the County to be achieved by an agreed upon time frame, taking into account funding and resources needed to reduce caseloads;
      v. Incorporate minimum practice guidelines created or approved by OCA, such as those promulgated by the National Association of Counsel for Children and the American Bar Association, into attorney contracts, policies, and/or administrative orders and develop a local system to monitor and encourage compliance with the guidelines; and
      vi. Facilitate regular opportunities for local stakeholder feedback and partnership designed to improve representation and sustain positive impacts of the Program.

   B. The County and the Court shall:

i. Provide legal representation for children and parents in all dependency, termination of parental rights (TPR), and related child welfare cases in juvenile court;
ii. Assist as needed with data collection to evaluate any aspect of the Program;
iii. Work with OCA to develop strategies to address concerns with the quality of representation provided in the Program. These strategies shall not affect the authority of the Court to appoint or remove a participating attorney from a particular case or cases for legal cause (including, but not limited to, conflicts of interest) or supplant procedures related to violations of the Georgia Bar Rules;
iv. Require contract attorneys to submit invoices separating dependency expenses from other representation expenses to ensure that only allowable expenses are submitted for reimbursement;
v. Collect and provide OCA with data on the County's expenditures for representation, as requested by OCA, and certify the accuracy of expenses for purposes of obtaining reimbursement;
vi. Receive funds obtained through the Title IV-E reimbursement and disburse to the department that administers the funding for representation of children and parents in dependency, termination of parental rights, and related cases such as permanent guardianship and legitimation;
vii. Reimburse OCA for any IV-E funds received that are subsequently disallowed by the responsible authorities at the State or Federal level;
viii. Allow OCA and its contractors full access to court proceedings and files as needed for evaluation of legal representation and for implementation of the Program;
ix. Work with OCA to schedule onboarding and ongoing training of attorneys in the Program;
x. Work to ensure that all court orders are uploaded into the Court Process Reporting System or to any successor data system approved by OCA; and
xi. Execute any standing orders or internal protocols necessary to effectively implement elements of the Program during the period of this AGREEMENT.

C. OCA shall:

i. Provide the County with 85% of the Title IV-E reimbursement funds paid to OCA by the Georgia Division of Family and Children Services based upon the County's claimed expenditures for administration of child and parent legal representation;
ii. Provide training and expertise on the Title IV-E reimbursement process to employees designated by the County and to dependency attorneys;
iii. Provide legal training and ongoing support for attorneys providing dependency legal services within the Court;
iv. Work with the County and the Court to develop and implement strategies to enhance and improve the quality of legal representation being provided to children and families in child welfare court cases; and
v. Determine and implement methods to measure outcomes of the Program.

4. Notice and Liaisons. The parties will coordinate and conduct communications through their respective Liaisons identified below. Any communication in writing, or any oral communication confirmed in writing, from the respective Liaisons will be deemed communications and notices from the party. Either party may designate a new Liaison,

indefinitely, for a stated time period, or for certain designated matters.

For OCA:	**For the County:**
Jenifer Carreras	Sommer Green
Deputy Director	Grants Manager
2 Capitol Square SW	PO Box 1435
Atlanta, GA 30334	Gainesville, GA 30503
jcarreras@oca.ga.gov	sgreen@hallcounty.org
404-656-4200	770-297-5503
For the Court:	
Amanda Dean	
Presiding Judge, Juvenile Court	
PO Box 311	
Gainesville, GA 30503	
amanda.dean@nejcga.gov	
770-531-6927	

5. **Termination**. This AGREEMENT may be terminated by either party upon thirty (30) days written notice. Written notice shall be given to the Liaisons listed in Section 4 above.

6. **Amendment**. This AGREEMENT may be amended by mutual agreement of the parties by a writing of equal dignity.

7. **Cooperation**. The parties agree to cooperate with each other in the performance of the services under this AGREEMENT including each party providing the other party with timely access to information and resources to meet the objectives of this AGREEMENT. Further, the parties acknowledge that unforeseen issues may arise during the period of this AGREEMENT. The parties agree to work cooperatively to resolve such issues.

8. **Liability.** Each party shall act at its own risk and responsibility. Nothing contained in this AGREEMENT shall make, or shall be construed to make the OCA, the County, or the Court liable to a third party for the debts or obligations of the other.

9. **Confidentiality.** The parties acknowledge that in order to perform their obligations as called for in this AGREEMENT, it may be necessary to disclose to each other certain information considered to be personal, private, or confidential ("Confidential Information"). This information includes but is not limited to confidential child abuse information protected by O.C.G.A. §§ 49-5-40 and 49-5-41, protected health information, and education records. The parties acknowledge that OCA is excepted from these confidentiality statutes insofar as set forth in Title 49 and in O.C.G.A. § 15-11-740 *et al.* Each party agrees that it will hold in confidence and not disclose to any third party all information regarding a child or family that it obtains in connection with the Program that is confidential or has been designated confidential by state or federal law.

   This obligation of the parties shall not apply, and the receiving party shall have no further

obligations, with respect to any Confidential Information to the extent receiving party can demonstrate that such Confidential Information (i) is or becomes (through no improper action or inaction of the receiving party or any of its affiliates, agents, consultants or employees) generally available to the public; (ii) can be demonstrated by the receiving party to have been in its possession or known by it prior to the receipt under this AGREEMENT; (iii) is rightfully disclosed to the receiving party by a third party without restriction; (iv) is disclosed by the receiving party with the written approval of the disclosing party; (v) is developed independently by the receiving party without use of, reference to, or reliance upon the Confidential Information; or (vi) is obligated to be disclosed by order of a court of competent jurisdiction.

This Confidential Information includes, but is not limited to, all documents, computer programs and documentation, reports, financial and other data, records, forms, tools, products, services, methodologies, present and future research, technical knowledge, marketing plans, trade secrets, and other materials obtained by the County, the Court, and OCA from each other in the course of performing under this AGREEMENT, whether tangible or intangible and whether or not stored, compiled, or memorialized physically, electronically, graphically, in writing, or by means now known or later developed. Confidential Information includes without limitation records and information (i) that have been marked as proprietary or confidential; (ii) whose confidential nature have been made known by OCA, the Court or the County or (iii) that due to its character and nature, a reasonable person under like circumstances would treat as confidential.

10. **Compliance with Laws.** The parties shall perform their obligations hereunder in accordance with all applicable federal, state, and local governmental laws, ordinances, codes, rules, regulations, and licensing now or hereafter in effect, including but not limited to all applicable nondiscrimination and state ethics laws. All such laws and regulations are hereby made part of this AGREEMENT.

11. **Time of the Essence; Force Majeure.** Time is of the essence of this AGREEMENT. However, no party shall be liable to another party for any delay or failure of performance of service outside the reasonable control of the affected party or parties, including but not limited to technology failures, fires or other casualties or accidents, acts of God, severe weather conditions, strikes or labor disputes, or war or other the like.

12. **Execution Electronically or by Facsimile.** This AGREEMENT may be executed in multiple counterparts, electronically and/or by facsimile, each of which counterpart shall be deemed an original, but all of which shall constitute one and the same AGREEMENT so long as the AGREEMENT is signed by all parties involved. It is sufficient for one party to sign the AGREEMENT and then transmit the AGREEMENT, either electronically or by facsimile, to the other party to sign and complete.

13. **Waiver.** The failure of any party to exercise or enforce any right conferred upon it hereunder shall not be deemed to be a waiver of any such right nor operate to bar the exercise or performance thereof at any time or times thereafter; nor shall a waiver by a party of any right hereunder at any given time be deemed a waiver thereof for any other time.

14. Entire Agreement; Supersession. This AGREEMENT contains the entire agreement between the parties with regard to its subject matter and supersedes all other prior and contemporaneous statements, agreements, understandings, or memoranda of agreement, whether written or oral between the parties regarding its subject matter.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed as of the date indicated below their signatures:

THE GEORGIA OFFICE OF THE CHILD ADVOCATE

_____ _____

Jerry Bruce Date
Director

NORTHEASTERN JUDICIAL CIRCUIT JUVENILE COURT

_____ _____

Print Name: Amanda Dean Date
Title: Presiding Judge, Hall County Juvenile Court

HALL COUNTY

_____ _____

Print Name: David Gibbs Date
Title: Chairman, Hall County Board of Commissioners

AGENDA ITEM

Planning & Zoning

REPORT TO:	**Work Session (10/20/25)**
REPORT TO:	**Voting Meeting (10/23/25)**
ITEM NO:	592/2025
SUBJECT:	**2400 Okelly Road | Rezone |** from Planned Industrial Development (PID) to Light Industrial (I-1) | on a 119± acre portion of a tract located on northeast side of Okelly Road approximately 800 feet from its intersection with Candler Road | Zoned PID; Tax Parcel 15024 000003A (pt) | **Proposed Use: Data center** | Commission District 3 | **Project Turbo, LLC, applicant**

Meetings:

Work Session Date:	10/20/25	**Voting Meeting Date:**	10/23/25

Executive Summary:

Presenter:	BG
Recommendation:	

Approval, with conditions

1. The property shall be developed in accordance with the concept site plan and as described in the project narrative dated July 3, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. The development shall be limited to a maximum of 900,000 square feet for the use of data center.
3. The developer shall construct a cul-de-sac to Hall County standards at the termination of O'Kelly Road. The applicant is to provide property to dedicate any required right-of-way for the cul-de-sac in order to meet Hall County standards. Any remaining public right-of-way must be abandoned.
4. Access to the development shall be approved by Hall County Engineering and/or the Georgia Department of Transportation, as applicable.
5. When measured at the boundary of the subject property, the sound level of the proposed data center shall not exceed 60 dB(A) at any time, and shall not exceed 55 dB(A) during the hours of 11:00 p.m. to 7:00 a.m. All testing of backup generators must be staggered between the hours of 10:00 am to 4:00 pm Monday – Friday. All backup generators are to be located a minimum of 500 feet from the property line abutting tax parcels 15024 000006C and 15024 000006D.
6. Any materials submitted for a building permit shall include evidence demonstrating that the proposed building will be constructed to comply with the noise restriction outlined in Condition #5. The developer shall commission a noise study by an acoustical engineer to be conducted at the boundaries of the subject property. Prior to the issuance of a certificate of occupancy, the results of said study must confirm that noise levels comply with the requirements of condition #5 and recommendations are incorporated into the design of the buildings.
7. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including but not limited to the Fire Marshal and Hall County Engineering.
8. All conditions of zoning shall be made a part of any plats or construction plans created for the property.
9. The development shall utilize a sound monitoring system to monitor sound levels at the property boundaries to ensure decibel levels do not exceed permitted levels as outlined in these conditions. The system must monitor the sound levels continuously 24 hours per day, 365 days per year.
10. There shall be a 100 foot undisturbed buffer along the property line abutting tax parcels 15024 000006C and 15024 000006D.

Purpose of Request:

2400 Okelly Road | Rezone | from Planned Industrial Development (PID) to Light Industrial (I-1) | on a 119± acre portion of a tract located on northeast side of Okelly Road approximately 800 feet from its intersection with Candler Road | Zoned PID; Tax Parcel 15024 000003A (pt) | **Proposed Use: Data center** | Commission District 3 | **Project Turbo, LLC, applicant**

History:

Facts and Issues:

Options:

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

Approvals:

Submit	Approve	Attorney	Administration
KE	BG	JL	CR
Clerk			
JR			

Attachments:

Board Memo
Recommendation Report
Application
Response to Concerns
Proffered Conditions
Narrative
Site Plan
Plat
Maps
Deed
Legal Description
Traffic Study
Georgia Mountain Regional Commission Report
Updated Water Availability
Water Availability
Environmental Health Comment
GDOT Comment
GHMPO Comment
Public Works Comment
Fire Comment
Public Comments
Public Comments - Submitted Following Planning Decision
Notice Sign

Hall County Government
PLANNING AND ZONING

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

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

PLANNING AND ZONING
DIRECTOR
Beth Garmon

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: October 7, 2025

Subject: **2400 Okelly Road | Rezone |** from Planned Industrial Development (PID) to Light Industrial (I-1) | on a 119± acre portion of a tract | Zoned PID; Tax Parcel 15024 000003A (pt) **| Proposed Use: Data center| Project Turbo, LLC, applicant**

The request before you is from Project Turbo, LLC to rezone from Planned Industrial Development (PID) to Light Industrial (I-1) for a data center. This item is located within Commission District 3.

At their October 6, 2025 meeting, the Hall County Planning Commission voted to recommend **approval with ten (10) conditions (3-0, Braswell recused and Davidson absent).**

Staff recommendation: **Approval, with conditions** as the proposed zoning is consistent with the "Employment Nodes and Corridors" future land use classification within the Comprehensive Plan.

Public Comment:

- October 6, 2025 HCPC: **Eight (8) comments were submitted** in advance of the meeting, and **three (3) people spoke** during the public hearing.
- September 15, 2025 HCPC: **Seven (7) comments were submitted** in advance of the meeting, and **five (5) people spoke in opposition** during the public hearing.
- September 2, 2025 HCPC: **No comments were submitted** in advance of the meeting. The request was tabled and no public hearing was held for this item.

Planning Commission Conditions:

1. The property shall be developed in accordance with the concept site plan and as described in the project narrative dated July 3, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

2. The development shall be limited to a maximum of 900,000 square feet for the use of data center.

3. The developer shall construct a cul-de-sac to Hall County standards at the termination of O'Kelly Road. The applicant is to provide property to dedicate any required right-of-way for the cul-de-sac in order to meet Hall County standards. Any remaining public right-of-way must be abandoned.

4. Access to the development shall be approved by Hall County Engineering and/or the Georgia Department of Transportation, as applicable.

5. When measured at the boundary of the subject property, the sound level of the proposed data center shall not exceed 60 dB(A) at any time, and shall not exceed 55 dB(A) during the hours of 11:00 p.m. to 7:00 a.m. All testing of backup generators must be staggered between the hours of 10:00 am to 4:00 pm Monday – Friday. All backup generators are to be located a minimum of 500 feet from the property line abutting tax parcels 15024 000006C and 15024 000006D.

6. Any materials submitted for a building permit shall include evidence demonstrating that the proposed building will be constructed to comply with the noise restriction outlined in Condition #5. The developer shall commission a noise study by an acoustical engineer to be conducted at the boundaries of the subject property. Prior to the issuance of a certificate of occupancy, the results of said study must confirm that noise levels comply with the requirements of condition #5 and recommendations are incorporated into the design of the buildings.

7. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including but not limited to the Fire Marshal and Hall County Engineering.

8. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

9. The development shall utilize a sound monitoring system to monitor sound levels at the property boundaries to ensure decibel levels do not exceed permitted levels as outlined in these conditions. The system must monitor the sound levels continuously 24 hours per day, 365 days per year.

10. There shall be a 100 foot undisturbed buffer along the property line abutting tax parcels 15024 000006C and 15024 000006D.

HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT

Applicant ..... Project Turbo, LLC

Request ..... (A) **Rezone** | from Planned Industrial Development (PID) to Light Industrial (I-1)

Proposed Use ..... Data Center

Size ..... 119± acres

Zoning ..... **Current:** Planned Industrial Development (PID)| **Proposed:** Light Industrial (I-1)

Location ..... **2400 Okelly Road |** Tax parcel 15024 000003A (pt)

Commission District ..... Three

Planning Commission Date ..... September 15, 2025

Staff Recommendation ..... (A) **Approval, with conditions** as the proposed zoning is consistent with the "Employment Nodes and Corridors" future land use classification within the Comprehensive Plan

Record Number..... (A) HZON25-0038

Planning Commission Recommendation .....Approval, with conditions

Vote: 3-0 (Braswell recused and Davidson absent)

Planning Commission Conditions:

1. The property shall be developed in accordance with the concept site plan and as described in the project narrative dated July 3, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

2. The development shall be limited to a maximum of 900,000 square feet for the use of data center.

3. The developer shall construct a cul-de-sac to Hall County standards at the termination of O'Kelly Road. The applicant is to provide property to dedicate any required right-of-way for the cul-de-sac in order to meet Hall County standards. Any remaining public right-of-way must be abandoned.

4. Access to the development shall be approved by Hall County Engineering and/or the Georgia Department of Transportation, as applicable.

5. When measured at the boundary of the subject property, the sound level of the proposed data center shall not exceed 60 dB(A) at any time, and shall not exceed 55 dB(A) during the hours of 11:00 p.m. to 7:00 a.m. All testing of backup generators must be staggered between the hours of 10:00 am to 4:00 pm Monday – Friday. All backup generators are to be located a minimum of 500 feet from the property line abutting tax parcels 15024 000006C and 15024 000006D.

6. Any materials submitted for a building permit shall include evidence demonstrating that the proposed building will be constructed to comply with the noise restriction outlined in Condition #5. The developer shall commission a noise study by an acoustical engineer to be conducted at the boundaries of the subject property. Prior to the issuance of a certificate of occupancy, the results of said study must confirm that noise levels comply with the requirements of condition #5 and recommendations are incorporated into the design of the buildings.

7. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including but not limited to the Fire Marshal and Hall County Engineering.

8. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

9. The development shall utilize a sound monitoring system to monitor sound levels at the property boundaries to ensure decibel levels do not exceed permitted levels as outlined in these conditions. The system must monitor the sound levels continuously 24 hours per day, 365 days per year.

10. There shall be a 100 foot undisturbed buffer along the property line abutting tax parcels 15024 000006C and 15024 000006D.

Excerpts from the minutes of the October 6, 2025 meeting. These minutes have not yet been approved by the Planning Commission.

Applicant's Presentation:

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

Chris Hoag, 1210 Thompson Bridge Road, Gainesville, stated they now have a will-serve letter from the Gainesville Water Department. The applicant is requesting to rezone a 119± acre tract from Planned Industrial Development (PID) to Light Industrial (I-1) to allow uses permitted in I-1. A concurrent special use is requested to allow for a data center use. Currently, the site is developed with two single-family residences and other accessory structures. The subject property was approved by the Board of Commissioners for its rezoning to Planned Industrial Development (PID) on September 8, 2022 for a vehicle salvage business (ZON2022-00060) subject to five conditions.

Public Forum:

Nathan Farmer, 901 Cherokee Avenue, Monroe, spoke in favor. Mr. Farmer explained he works for Sunbelt Rentals, located near the property, and they would benefit from the business by working on this data center.

Kim Hall, 5619 Battle Ridge Drive, Flowery Branch, spoke in opposition. The concern raised was although the water letter indicated a reduced amount of water usage, the applicant had not explained how the data center would operate under those reduced water conditions.

Ricki Hagen, 6455 Wildwood Trail, Flowery Branch, spoke in opposition. He raised several concerns, including unanswered questions from the previous meeting, a vague project narrative, potential pollution in the community, high utility demands, declining neighboring property values, and Mr. Braswell's professional connection to the application. Mr. Hagen requested that the application be tabled to allow time for these concerns to be addressed.

Planning Commission Comments:

Mr. Hunt stated he was ready for a motion and agreed with the staff's recommendation that this application was consistent with the County's Comprehensive Plan.

A
Motion: ***A motion to approve, with conditions was made by André Castleberry and seconded by Frank Sosebee. Vote: 3-0 (Braswell recused, Davidson absent)***

B
Motion: ***A motion to approve, with conditions was made by André Castleberry and seconded by Frank Sosebee. Vote: 3-0 (Braswell recused, Davidson absent)***

Conditions:

1. The property shall be developed in accordance with the concept site plan and as described in the project narrative dated July 3, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

2. The development shall be limited to a maximum of 900,000 square feet for the use of data center.

3. The developer shall construct a cul-de-sac to Hall County standards at the termination of O'Kelly Road. The applicant is to provide property to dedicate any required right-of-way for the cul-de-sac in order to meet Hall County standards. Any remaining public right-of-way must be abandoned.

4. Access to the development shall be approved by Hall County Engineering and/or the Georgia Department of Transportation, as applicable.

5. When measured at the boundary of the subject property, the sound level of the proposed data center shall not exceed 60 dB(A) at any time, and shall not exceed 55 dB(A) during the hours of

11:00 p.m. to 7:00 a.m. All testing of backup generators must be staggered between the hours of 10:00 am to 4:00 pm Monday – Friday. All backup generators are to be located a minimum of 500 feet from the property line abutting tax parcels 15024 000006C and 15024 000006D.

6. Any materials submitted for a building permit shall include evidence demonstrating that the proposed building will be constructed to comply with the noise restriction outlined in Condition #5. The developer shall commission a noise study by an acoustical engineer to be conducted at the boundaries of the subject property. Prior to the issuance of a certificate of occupancy, the results of said study must confirm that noise levels comply with the requirements of condition #5 and recommendations are incorporated into the design of the buildings.

7. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including but not limited to the Fire Marshal and Hall County Engineering.

8. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

9. The development shall utilize a sound monitoring system to monitor sound levels at the property boundaries to ensure decibel levels do not exceed permitted levels as outlined in these conditions. The system must monitor the sound levels continuously 24 hours per day, 365 days per year.

10. There shall be a 100 foot undisturbed buffer along the property line abutting tax parcels 15024 000006C and 15024 000006D.

Excerpts from the minutes of the September 15, 2025 meeting

Applicant's Presentation:

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

Chris Hoag, 1210 Thompson Bridge Road, Gainesville, presented the request with a presentation. The applicant is requesting to rezone a 119± acre tract from Planned Industrial Development (PID) to Light Industrial (I-1) to allow uses permitted in I-1. A concurrent special use is requested to allow for a data center use. Currently, the site is developed with two single-family residences and other accessory structures. The subject property was approved by the Board of Commissioners for its rezoning to Planned Industrial Development (PID) on September 8, 2022 for a vehicle salvage business (ZON2022-00060) subject to five conditions.

Cameron Grogan, 1210 Thompson Bridge Road, Gainesville, presented the request.

Public Forum:

Mandy Harris, 1459 Douglas Drive, Gainesville, spoke in opposition. She is concerned that the City of Gainesville Water Department stated the city does not have the resources available to supply the development and how this development would impact residents.

Ricki Hagen, 6455 Wildwood Trail, Flowery Branch, spoke in opposition. He is concerned about the impact of water and power resource consumption and its effect on residents. He noted that the applicant gave an estimate for water consumption but not power consumption. Additional concerns raised were the potential noise and light pollution, air pollution from generators, decreasing surrounding property values as well as Mr. Braswell's working relationship with the applicant.

Frank Lock, 4424 Sardis Road, Gainesville, spoke in opposition. Mr. Lock explained that the four different categories of data centers change the impact to the surrounding community and environment. Other concerns raised were the potential environmental and social impacts of the development, climate impact of greenhouse gases produced by the data center, not knowing an estimation of the amount of energy needed to power the datacenter. Mr. Lock stated he understands this will bring jobs to the community but questioned how it will impact the community.

Kory Anderson, 5179 Stately Oaks Drive, Flowery Branch, spoke in opposition. He questioned whether the applicant has an end user lined up for the facility, and how the community will hold the development accountable if there is no determined client. He also asked what kind of data center is proposed, what the environmental impacts could be, and how many jobs would it create locally.

Jill Cooper, 5175 Old Winder Highway, Braselton, spoke in opposition and asked this will allow more data centers to come to Hall County if the project is approved, including other potential warehouses developments. Ms. Garmon explained that the UDC requires special use approval for the property use to change from a warehouse to a data center.

Rebuttal

The applicant explained that the design for this facility is not finalized, and though the City of Gainesville stated that they do not have the capacity to supply the potential high water usage estimated, the applicant is in discussions with the City of Gainesville to obtain a revised letter for lower water usage.

Planning Commission Comments:

The Board and applicants discussed the projected water and power consumption for this application and the needed tests and studies for more accurate projections. Mr. Hunt asked for the implications to existing residential power consumption. The applicant explained the power consumption would not pull from the current electrical grid. Mr. Davidson asked the applicant to provide letters of intent from the power and water companies showing they would have the necessary capacity without hindering the current community's needs. Mr. Hunt asked if electrical substations would be needed and the applicant stated that, if they were, they would be paying for them and that would be determined through a study. Mr. Davidson asked for details about the study and the applicant that it would be completed in the next 4 to 6 weeks as the study takes 12 weeks to complete. The applicant also spoke about recently passed legislation that freezes current power rates for the next 5 years. Mr. Hunt asked for descriptions of the generators and the associated noise. The applicant stated that during testing, generators would be staggered two at a time for 30 minutes; this is done to maintain performance of the generators when they are not in use. The Board discussed that further acoustical tests would need to be done before the

certificate of occupancy could be issued. Mr. Davidson considered requiring that all testing would need to be done for the land disturbance permit to be issued.

Mr. Hunt stated that he understands the site plan is conceptual but asked if the location of the generators could be located 500 to 600 feet away from the property line. The applicant confirmed. Mr. Hunt asked how many employees would be on site. The applicant stated initially there will be between 40 and 60, and then a total of 150 employees. Mr. Hunt questioned the buildout time of this project and the applicant explained that the project would take approximately 2 to 3 years to complete. The applicant stated that they were unsure of the height of the building but would follow the requirements given in the Unified Development Code. Mr. Hunt asked if the applicant would be agreeable to increasing the buffers along the property lines which abut residentially-zoned property. The applicant stated they would be okay with this.

The Board further discussed with the applicant that there would be security and personnel on site at all times. Mr. Grogan spoke to the Board about the tax implications this development would bring to the local government. Mr. Davidson asked if they would be able to provide proof of the rate freeze from the recent legislation and the applicant stated they would. Mr. Davidson and Mr. Castleberry explained they were provided a lot of information. Mr. Davidson stated that he would like additional time to review this information, visit a data center site, and allow the applicant time to supply requested items. The Board agreed that the application could be tabled to the next Planning Commission meeting but remain on the October 23, 2025 Board of Commissioners' meeting agenda.

A
Motion: ***A motion to table to October 6, 2025 was made by Shannon Davidson and seconded by André Castleberry. Vote: 3-0 (Braswell recused, Sosebee absent)***

B
Motion: ***A motion to table to October 6, 2025 was made by Shannon Davidson and seconded by André Castleberry. Vote: 3-0 (Braswell recused, Sosebee absent)***

Excerpts from the minutes of the September 2, 2025 meeting

Applicant's Presentation:

Katie Greenway, Planning and Zoning Administrator, stated that the applicant has requested to table to the September 15, 2025 Planning Commission meeting due to pending DRI results.

A
Motion: ***A motion to table to September 15, 2025 was made by Shannon Davidson and seconded by André Castleberry. Vote: 3-0 (Hunt absent, Braswell recused)***

B
Motion: ***A motion to table to September 15, 2025 was made by Shannon Davidson and seconded by André Castleberry. Vote: Vote: 3-0 (Hunt absent, Braswell recused)***

(A) & (B) Staff recommends APPROVAL of the applicant's request, with the following conditions:

11. The property shall be developed in accordance with the concept site plan and as described in the project narrative dated July 3, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

12. The development shall be limited to a maximum of 900,000 square feet for the use of data center.

13. The developer shall construct a Hall County standard cul-de-sac to terminate O'Kelly Road. The applicant is to provide their property to dedicate any required right-of-way for the cul-de-sac and meet Hall County Standards. Any remaining public right-of-way must be abandoned.

14. Access to the development shall be approved by Hall County Engineering and/or the Georgia Department of Transportation, as applicable.

15. When measured at the boundary of any residentially zoned property the sound level of the proposed data center shall not exceed 60 dB(A) at any time, and shall not exceed 55 dB(A) during the hours of 11:00 p.m. to 7:00 a.m.

16. The data center shall be built in phases so that one building is operational before beginning construction of the second building. The owner/developer must provide Hall County with evidence such as an acoustical engineering report that the first operational building is in compliance with the noise level standard (condition #5 herein) before approval for construction of a second building may be issued.

17. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including but not limited to the Fire Marshal and Hall County Engineering.

18. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

Summary Analysis

The applicant is requesting to rezone a 119± acre tract from Planned Industrial Development (PID) to Light Industrial (I-1) to allow uses permitted in I-1. A concurrent Special Use approval is requested to allow for data center. Currently, the site is developed with two single-family residences and other accessory structures.

The subject property was approved by the Board of Commissioners for its rezoning to Planned Industrial Development (PID) on September 8, 2022 for a vehicle salvage business (ZON2022-00060) subject to the following conditions:

1. The development shall conform substantially with the proposed narrative and site plan.
2. The developer shall construct a Hall County standard cul-de-sac to terminate O'Kelly Road. The applicant is to provide their property to dedicate any required right-of-way for the cul-de-sac and meet Hall County Standards. Any remaining public right-of-way must be abandoned.
3. No variances to the development shall be approved as a part of this request, other than the exemption from §17.280 and §17.260.
4. All conditions of zoning shall be made part of any plat created for the property.
5. All signage shall meet Hall county requirements.

The surrounding properties are zoned and developed as outlined below:

North: City of Gainesville: Planned Urban Development (PUD)
Heavy Industrial (I-2) & Agricultural Residential 1 (AR-1): Manufacturing and warehousing facility

East: Agricultural Residential 1 (AR-1): Multiple parcels, vacant or developed with accessory structure

South: Heavy Industrial (I-2) & Agricultural Residential 1 (AR-1): Georgia Power transmission lines

West: Heavy Industrial (I-2): Multiple parcels, developed with feed mill and asphalt terminal

Per the submitted site plan and narrative, the applicant proposes a data center consisting of three buildings, each containing 300,000 square feet for a total of 900,000 square feet of data center space. The applicant has stated that all applicable standards and requirements of the UDC will be met, and no variances are being requested.

The applicant proposes that the facility will utilize air-cooled and closed-loop water systems, and states that these systems are designed for minimal water consumption. The cooling infrastructure will be directly adjacent to or integrated within the data halls. Major cooling units such as chillers, computer room air handler (CRAHs), and cooling towers will be located in secured mechanical yards that are screened by walls, landscaping, and natural buffers. The applicant notes that anticipated operational levels at the equipment will range from 65-70 dBA (A-weighted decibels, which measure sound levels by adjusting for the human ear's lower sensitivity to high and low frequencies) and below 55 dBA at the property boundaries. There will be additional sound-attenuating enclosures, acoustic barriers, and vegetative buffers used as needed. Staffing will be phased with construction; initially, there are anticipated to be 40-60 full-time employees that will increase to 100-150 permanent full-time staff at full build-out. The facility will operate 24 hours each day, 7 days each week, for 365 days per year. The applicant states that they are working closely with Jackson EMC as the distribution partner and are also in negotiations with power generators. An independent transmission study prepared for the project indicates that the existing transmission infrastructure can support the proposed power load, and the applicant states that Jackson EMC has validated the findings. Fuel storage for backup generators will be provided on-site in double-walled, above-ground tanks compliant with the Environmental Protection Agency (EPA) and Georgia Environmental Protection Division (EPD) regulations.

A Development of Regional Impact (DRI) has been submitted to the Georgia Mountain Regional Commission (GMRC) and results will be provided back to Hall County by September 9, 2025.

In a letter dated August 28, 2025 from The City of Gainesville Water Resources, Nick Swafford, Permitting Services and GIS Manager stated that the City does <u>not</u> have adequate domestic water capacity to serve

the proposed data center. Per the provided letter the city states that this is based on the understanding that the average daily water demand for the data center will be 500,000 MGD and a peak demand of 1,600 GPM. The applicant notes that the anticipated usage for the site would be 225,000 gallons per day, and plans to continue working with the City to address any limitations.

Based on the future land use plan, staff finds the requested rezoning *is consistent* with the Hall County Comprehensive Plan and the future land use designation of Employment Nodes and Corridors. Hall County has an economy that is not only strong, but continues to grow, necessitating a need for land that can accommodate both the uses and activity they will generate. These new employment nodes and corridors should consist of industrial and/or office uses housed in either formalized campuses or along major road corridors that have existing or future access to water and sewer. These areas may also include higher density residential uses, where appropriate. Site designs should use the quality development principals discussed earlier to the fullest extent possible.

Zoning Analysis

When considering a zoning amendment to the zoning maps, the Planning Commission must study the need and justification for the change based on a determination of the facts applicable to the particular case, and the following general lines of inquiry must be considered:

a. Whether the zoning proposal will permit a use that is suitable in view of the use, development and zoning of adjacent and nearby property; **The proposed Light Industrial (I-1) zoning district is consistent with the use, development, and zoning of adjacent and nearby properties.**

b. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **No, it is not anticipated that the proposed rezoning will adversely affect the existing use or usability of adjacent or nearby properties assuming that the proper mitigation measures are used to mitigate any negative impactive of the development from surrounding residential properties.**

c. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned; **The property has reasonable economic use as currently zoned, however, the property cannot be developed as proposed without approval by the Board of Commissioners.**

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 use may place significant demands on water and/or power resources. However, the applicant has provided responses to these concerns stating that the impact will not be harmful to the community.**

e. Whether the zoning proposal is in conformity with the policy and intent of the future land use plan for the physical development of the area **The proposed use is consistent with the intent of the Employment Nodes and Corridors future land use designation in the Comprehensive Plan.**

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 property is currently developed with two single-family residence and other accessory structures**

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 change would not create an isolated district unrelated to the surrounding developments and districts.**

l. Whether the present zoning district boundaries are illogically drawn in relation to existing conditions in the area; **There is no evidence that the present zoning district boundaries are illogically drawn.**

m. Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **The request may be out of scale with the needs of the immediate neighborhood as the use of a data center can place significant demands on water and/or power resources. However, the applicant has provided responses to these concerns stating that the impact will not be harmful to the community.**

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(I-1) permitted uses. However, there are no other properties within the county that allows data centers without special use approval from 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. **The applicant submitted a traffic impact study conducted by KCI Technologies Inc. in September of 2025 which states that "…the current lane configuration and side-street stop control is expected to be sufficient to accommodate the proposed development traffic volumes."**

Development Support and Constraints

Hall County Environmental Health
In an email dated August 1, 2025, Emily McGahee stated, "Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation/modification may be required after review of business plan. Any abandoned well shall be properly closed as per Water Well Standards Act. Any abandoned septic tank shall be pumped by a State certified pumper/hauler and crushed/filled."

Georgia Department of Transportation
In an email dated July 28, 2025, Nakia Nembhard, GDOT Civil Engineer 3, stated that it is possible that GDOT coordination will be required.

Gainesville-Hall Metropolitan Planning Organization
In an email dated July 28, 2025, Joseph Boyd, AICP, MPO Director, stated "This parcel is partially along/near State Route 60/Candler Road, which us currently scheduled for widening (GH-111B) in the long-term (2055+).

Hall County Public Works and Utilities
In a memo dated August 1, 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 FEMA and Hall County studied Flood plains that are present on site.
Show stream buffer and impervious setback from wrested vegetation not centerline of stream.

Traffic:
TIS to be provided with DRI. Traffic comments to be made after review.

Utilities
Gainesville sewer service area. Sewer is available via pump station about 0.5 miles to the North.

Hall County Fire Marshal
In an email dated July 25, 2025, John Hornick, NPQ Fire Service Plans Examiner 1, provided the following comments:

1. Emergency responder radio coverage testing in new buildings exceeding 12,000 will be required.
2. Building A,B,C have dead-end fire access road greater than 150' in length with no approved turnaround, a turnaround is required by code where a dead-end fire access road exceeds 150'.
3. All 3 Buildings will require fire protection system.
4. A water tank and stationary fire pump may be required to support the fire flow requirements of all 3 buildings.

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

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ZONING APPLICATION

Applicant (Name & Mailing Address)

Project Turbo, LLC
#117, 1210 Thompson Bridge Rd

Phone [redacted]
Email Address cameron@projectturbollc.com

Property Owner (Name & Mailing Address)

Crossroads Properties B, LLC
4705 Leland Drive
Cumming, GA 30041

Phon [redacted]
Email Address N/A

Proposed Use Light Industrial - CUP for Data Center

Contact Person (Name & Mailing Address)

Cameron Grogan
#117, 1210 Thompson Bridge Rd

Phone [redacted]
Email Address cameron@projectturbollc.com

Status of Applicant

- ☐ Owner
- ☑ Option to Purchase
- ☐ Area Resident
- ☐ Other

Requested Action

Existing Zoning: PID
Rezone to: I-I
Fee:$
Receipt #:
Check #:

Tax Parcel Number 15024 000003A (Partial)
Acreage 119+/-
Location Address 2400 OKelly Rd, Gainesville, GA 30507

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

Sign Digitally signed by CAMERON GROGAN Date: 7/03/2025

Applicant must complete all information above. Failure to complete this section will result in the refusal of the application. The Planning Department has 15 days to review all applications and will set the dates for each application. If the application is found insufficient, an agenda date will not be set until the required information is submitted. Please note that the Planning Commission and County Commission dates are tentative.

Application Withdrawal: I hereby **withdraw** the application.

Sign _____ Date: _____

Staff Use Only

Application Date: _____ Taken by: _____

Tentative Planning Commission Date: _____ Tentative County Commission Date: _____

County Commission District: _____

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HALL COUNTY PLANNING AND DEVELOPMENT
AUTHORIZATION OF PROPERTY OWNERS

Note: If the applicant is the property owner, please disregard this form.

Name of owner(s): Crossroads Properties B, Inc. (Application to Rezone 15024 000003A (part))

Address: 4705 Leland Drive

Cumming, GA 30041

Phone Number: [redacted]

Name of applicant(s): Project Turbo, LLC

Address: #117, 1210 Thompson Bridge Road

Gainesville, GA 30501

Phone Number: 404-548-7128

Purpose of Permit: Conditional Use Permit for Data Center

Site Address: 2400 OKelly Rd, Gainesville, GA 30507

I swear that I am the owner of the property, which is the subject matter of the attached applications as shown in the records of Hall County, Georgia. I authorize the person named above to act as applicant in the pursuit of a permit as described above for the subject property.

Signature of Owner(s)

Mike Hull
Printed Name of Owner(s)

WILLIAM MCDONALD NOTARY PUBLIC GEORGIA EXPIRES July 12, 2027 LUMPKIN COUNTY

State of Georgia County of Forsyth

Sworn to before me and signed in my prescence this 7 day of August, 2025

Notary Public Signature
Commission Expires: 7/12/27

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: 3/10/2025 2:17:49 PM

BUSINESS INFORMATION	
CONTROL NUMBER	J804748
BUSINESS NAME	Crossroads Properties B, Inc.
BUSINESS TYPE	Domestic Profit Corporation
EFFECTIVE DATE	03/10/2025
ANNUAL REGISTRATION PERIOD	2025

PRINCIPAL OFFICE ADDRESS	
ADDRESS	4705 Leland Drive, Cumming, GA, 30041, USA

REGISTERED AGENT		
NAME	**ADDRESS**	**COUNTY**
Michael Hull	4705 Leland Drive, Cumming, GA, 30041, USA	Forsyth

OFFICERS INFORMATION		
NAME	**TITLE**	**ADDRESS**
MIKE HULL	CFO	4705 LELAND DRIVE, CUMMING, GA, 30041, USA
MIKE HULL	SECRETARY	4705 LELAND DRIVE, CUMMING, GA, 30041, USA
THOMAS N. BAGWELL	CEO	4705 LELAND DRIVE, CUMMING, GA, 30041, USA

AUTHORIZER INFORMATION	
AUTHORIZER SIGNATURE	GORDON LINDER
AUTHORIZER TITLE	Authorized Person

Control Number : 25121246

STATE OF GEORGIA

Secretary of State

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

CERTIFICATE OF ORGANIZATION

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

Project Turbo LLC
a **Domestic Limited Liability Company**

has been duly organized under the laws of the State of Georgia on **06/18/2025** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on **06/23/2025**.

Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed
Secretary of State
Filing Date: 6/18/2025 4:05:12 PM

BUSINESS INFORMATION

CONTROL NUMBER	25121246
BUSINESS NAME	Project Turbo LLC
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	06/18/2025

PRINCIPAL OFFICE ADDRESS

ADDRESS	#117, 1210 Thompson Bridge Rd, Gainesville, GA, 30501, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
Christopher Hoag	#117, 1210 Thompson Bridge Rd, Gainesville, GA, 30501, USA	Hall

ORGANIZER(S)

NAME	TITLE	ADDRESS
Cameron Grogan	ORGANIZER	#117, 1210 Thompson Bridge Rd, Gainesville, GA, 30501, USA
Christopher Hoag	ORGANIZER	#117, 1210 Thompson Bridge Rd, Gainesville, GA, 30501, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	Christopher Hoag
AUTHORIZER TITLE	Organizer

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

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CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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

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

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating $250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

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

I have**____ I have not X

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

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

Name of Official(s): n/a Office: n/a

Dollar Amount: n/a Date of Contribution: n/a

Applicant's/Owner's Signature: _____ **Date:** June 30, 2025

Applicant's/Owner's Name (Printed): Michael Hull; CFO; Secretary; V.P.; Crossroads Properties B, Inc.

APPLICATION TO REZONE: Tax Parcel 15024 000003A (part)

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

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CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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

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

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating $250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

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

I have**____ I have not X

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

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

Name of Official(s): n/a Office: n/a

Dollar Amount: n/a Date of Contribution: n/a

Applicant's/Owner's Signature: _____ **Date:** June 30, 2025

Applicant's/Owner's Name (Printed): Michael Hull; CFO; Secretary; V.P.; Crossroads Properties B, Inc.

SPECIAL USE APPLICATION: Tax Parcel 15024 000003A

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

HALL COUNTY
GEORGIA
We have it all in Hall

CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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

I have**____ I have not_x___

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

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

Name of Official(s): n/a Office: n/a

Dollar Amount: n/a Date of Contribution: n/a

Applicant's/Owner's Signature: _____ **Date:** 07/02/2025

Applicant's/Owner's Name (Printed): Christopher Hoag (Applicant, Project Turbo LLC)

Outlook

2400 OKelly Rd

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Wed 10/1/2025 1:20 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Cameron Grogan <cameron@projectturbollc.com>
Sent: Wednesday, October 1, 2025 1:10 PM
To: Chris Braswell (Planning) <cbraswell@hallcounty.org>; Stan Hunt <shunt@hallcounty.org>; Frank Sosebee (Planning) <frsosebee@hallcounty.org>; Shannon Davidson (Planning) <sdavidson@hallcounty.org>; andre.castelberry@hallcounty.org
Cc: Beth Garmon (Planning) <bgarmon@hallcounty.org>; Katie L. Greenway (Planning) <klgreenway@hallcounty.org>; Chris Braswell <cbraswell@nortoncommercial.com>; Chris Hoag <chris@projectturbollc.com>; [redacted]
Subject: Re: 2400 OKelly Rd

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.

Commissioners, Chris and I just wanted to reach out again as we are inside of a week until our Public Hearing on Monday. We are happy to answer any questions you have prior to the meeting. Feel free to reply to this email or call either of us anytime. I am also including attached notes in response to some concerns we heard at our last meeting, and a link to a video from GA Power explaining the recent rate freeze (LINK).

Cameron - [redacted]
Chris - [redacted]

Beth/Katie, if there is a better way to reach anyone, please feel free to share this email.

Thank you!

Cameron Grogan and Chris Hoag.

On Wed, Sep 17, 2025 at 3:08 PM Cameron Grogan <cameron@projectturbollc.com> wrote:

> Commissioners, I wanted to take a minute and make sure you all had Chris and mine's information so we can make sure we are available for any questions you may have until the October 6th Public Hearing.
>
> Please do not hesitate to reach out if you have any questions or concerns, and if anyone from the Public reaches out directly, please feel free to direct them to us.
>
> Chris and I will make ourselves available to meet anytime that is convenient for you.
>
> Thank you!

Cameron Grogan
[redacted]
cameron@projectturbollc.com

Chris Hoag
[redacted]
chris@projectturbollc.com

1) Impact on surrounding ecology, water resources, & wildlife
    a. Hall County Engineering will review **erosion and sediment control and provide permits**
    b. State Environmental Protection Division reviews **water withdrawal and air quality**
    c. DNR provides input **if any threat to endangered or threatened species and, if applicable, how to eliminate any impact.**

2) Noise Issues
    a. Generators Run 24/7/365 – **False. They run during periodic, staggered, testing or in the event of Emergency loss of power**
    b. Typical Cooling Fan– 62 dB(A) at 7m
    c. Typical Level 2 Generator – 70 dB(A) at 7m
    d. Sound Mitigation Methods
        i. **Barrier, like roof parapet**
        ii. **Landscape. Berms**
        iii. **Orientation of equipment (self-shielding rows)**
        iv. **Low-noise condenser fans, sound-attenuated generators (Hospital Grade)**

3) Water Useage
    a. **Myth** – "Water will cause neighbors to lose water flow and pressure" - stems from a Meta Data Center outside of Covington that started construction in 2018. A neighbor said she had reduced water pressure and flow. The home is on a well, not municipal water. An independent groundwater study was commissioned to address the Morris's concern and the findings concluded that **the data center operation did NOT adversely affect groundwater conditions in the area.**
    b. We have revised our water capacity request to 225,000 gpd. As of today, Gainesville DWR has said they can issue a not to exceed 200,000 gpd, which is within the design limits of our project.
    c. 80%+/- of the water used is evaporated and the other 20% either used on site for irrigation or other non-potable uses, and the rest returned to the basin after being treated.
    d. The less water used to cool the equipment, the more air cooling equipment is needed, and thus, can increase the noise. We are proposing a combination of water and air cooling with a loop system to use the water more than once to cool the units before being discharged.

4) Power
    a. **Myth –** "my power will be disrupted and my power bill will increase"
    b. The power dedicated to large load customers like Data Centers is not power that even exists on the power grid today. For example, Jackson EMC purchases most of their power from Oglethorpe Power. They are the generator for EMC's in GA and ONLY provide power for "legacy customers", not large load customers.
    c. If upgrades are required at the substation or transmission lines, it is the responsibility of the Data Center Customer, so the entire transmission system benefits from the upgrades.

d. GA Power just announced a 3 year rate freeze through “at least the end of 2028” for all of it’s 2.8 million customers. (LINK TO GA POWER VIDEO)

5) Taxes
   a. Real Property (including Land, Shell, Permanently Fixed MEP)
      i. Hall County (includes RE, School, Parks, etc.) - $500,000,000 (40% at 23.812 mils)
      ii. **TOTAL - $4,762,400 Annual**
   b. Real Property (substation)
      i. $10,000,000
      ii. **TOTAL - $95,250**
   c. Personal Property (equipment)
      i. $600,000,000 (40% at 23.812 mils)
      ii. **TOTAL - $5,714,880**
   d. Power
      i. $27.50/kw at 4% Sales Tax on Power
      ii. **TOTAL - $6,600,000**
   e. Gainesville Water Rates
      i. 225,000 gallons at $13.87 per 1,000 gallons
      ii. **TOTAL - $3,120/day**
      iii. **8” Connection/Admin Fee - $160,000+/-**
   f. Not Included
      i. Employment and other Taxes generated during construction
      ii. Local Permit and Inspection Fees
      iii. Taxes generated when equipment is replaced/upgraded through the life of the center

PROFERRED CONDITIONS

5. When measured at the boundary of any residentially zoned property, *with Digest Class Residential*, the sound level of the proposed data center shall not exceed 60 dB(A) *during normal operations*, and shall not exceed 55 dB(A) during the hours of 11:00 p.m. to 7:00 a.m. *The measurement shall be taken at the property line of the property Residential Property, not the Subject Property*

6. The data center shall be built in phases so that one building is operational before beginning construction of the second building. The owner/developer must provide Hall County with evidence such as an acoustical engineering report that the first operational building is in compliance with the noise level standard (condition #5 herein) before approval for construction of a second building may be issued. **(DELETE)**

6. *Any materials submitted for a building permit shall include evidence demonstrating that the proposed building will be constructed to comply with the noise restrictions outlined in Condition #5. As a requirement for issuance of a certificate of occupancy, and if requested by the Planning or Building Departments, the developer shall cause a noise study to be conducted at the property lines of any residentially taxed parcels. The results of said study must confirm that noise levels comply with the requirements of Condition #5 prior to the issuance of a certificate of occupancy.*

7. There will be a 100 foot undisturbed buffer along the southern property line boundary with the power line easement. No generator shall be placed closer than 300 feet to the same property line.

PROJECT NARRATIVE FOR PROJECT TURBO LLC TRACT

Rezone Request from PID To Light Industrial (L-I)

JULY 3, 2025

LOCATION – 2400 O'Kelly Road. Gainesville, GA 30507
PARCEL – part of 15024 000003A
ACREAGE – 119 Acres +/-
APPLICANT – Project Turbo LLC
PROPERTY OWNER – Crossroads Properties B, Inc., f/k/a Ampro Products, Inc.

Summary

The accompanying application seeks zoning district change from PID to Light Industrial (I-I) for 119 +/- acres of undeveloped property located on the east side of Candler Road (SR 60) at O'Kelly Road in East Hall County (Hall County's District 3). The overall subject parcel is approximately 145 +/- acres with this application excluding the portion along Candler Road (SR 60) currently zoned for Heavy Industrial (I-II), which is 26 +/- acres.

In 2022, the 119+/- acre tract was rezoned from AR-IV and I-II to PID in for the specific use of storing salvaged vehicles. The other 26 +/- acre tract was not rezoned in the 2022 application and is currently zoned heavy industrial (I-II).

The Gateway Highway Corridor District runs along Candler Rd and encompasses the 26-acre site currently zoned I-II, but not the 119 +/- acre subject property seeking the rezone to I-I. The 26-acre portion of the site does not have direct access to Candler Rd.

The location and proposed Industrial use are consistent with Hall County's Comprehensive Plan's designation as an Employment Corridor.

Site Description

The site has approximately 1100 LF of frontage along O'Kelly Road and is outside the Hall Gateway Corridor Overlay District. The site is rectangular in shape and is bordered by two other Industrial uses on each side of O'Kelly Road. Allen Creek runs along the Northeasterly property line, forming a large natural border between the site and the parcels on the opposite side of the Creek.

There are currently two vacant residential houses with some sheds on the property, with rolling topography that slopes up from O'Kelly Road to a high point in the center of the site, which then slopes down towards Allen Creek.

The City of Gainesville serves the site with water from a 6" line within the right-of-way on O'Kelly Road, with two existing fire hydrants. The site will be served by an on-site sewage management system. All other dry utilities are located within reasonable distance for service extensions, if required.

The site is appropriate and suitable for the proposed use as intended and will not seek any variances to property buffers, setbacks, or open space requirements.

PROJECT NARRATIVE FOR PROJECT TURBO LLC TRACT

Rezone Request from PID To Light Industrial (L-I)

JULY 3, 2025

Adjacencies

The property is bordered by multiple I-II properties, one to the West and one to the Northwest, each with active industrial uses. A large Industrial manufacturer operates a business on 137 acres (zoned AR-1) adjoining the Northwestern boundary, and a poultry product processor operates on a 24-acre tract adjoining the Western boundary.

Allen Creek runs along Northeast-Eastern boundary and, with the stream buffers, will provide additional buffering to surrounding properties. Opposite the Creek, a portion of the Gainesville 85 Business Park (PUD) adjoins the Northern boundary while Hall County-owned land and a parcel currently zoned AR-1 adjoin the Eastern boundary.

Adjoining the Southern boundary is Georgia Power-owned property for high-voltage overhead transmission lines as well as a natural gas transmission facility on a 14-acre site.

Access

Access to the property is currently from O'Kelly Road and no additional access is requested.

Proximity to Other Uses

- Nearest distance to undeveloped commercial property: parcel #15030 000127 zoned I-1, 850 feet north of O'Kelly Rd.
- Nearest distance to developed commercial property: parcel #15024 000185 zoned I-1, adjacent to the Southwestern boundary
- Nearest distance to a Single-Family Home: parcel # 15024 000280 a single family home at 3877 Fawn Court is located approximately 500 feet south of the Southern boundary, on the opposite side of the Georgia Power transmission line property
- Nearest distance to a Subdivision: The Silverwood S/D is located approximately 600 feet south of O'Kelly Road
- Nearest distance to a School: Myers Elementary School at 2676 Candler Road is approximately 1.60 miles south of O'Kelly Road
- Nearest distance to a Church: Hopewell Baptist Church at 5086 Poplar Springs Rd is approximately 1.30 miles south of O'Kelly Road

Comprehensive Plan Consistency

The project is consistent with the "Employment Corridor" in Hall County's 2045 Comprehensive Plan, updated 2024. The appropriate zoning districts listed are:

- R-X (limited)
- R-MF (limited)
- O-I
- M-U
- I-1
- I-2 (limited)
- PID
- POD
- PRD (limited)

PROJECT NARRATIVE FOR PROJECT TURBO LLC TRACT

Rezone Request from PID To Light Industrial (L-I)

JULY 3, 2025

Buffers, Tree Protection, Signage & Lighting

The project will follow buffer requirements, and the limited instances where the subject parcel abuts a residential use or district, the requirements in Section 8.2.1 of the Hall County Municode will be followed. The buffer may be disturbed and replanted in this area to the satisfaction of Hall County. No-spill lighting will be used on the site.

Traffic Impact Study

Though not required for rezoning, a Traffic Impact Study (TIS) will be provided for the DRI (Development of Regional Impact) study that will occur simultaneously with the rezone.

Proposed Uses

In Addition to the uses listed in Table 7.2.1 of the Hall County Municode for Light Industrial, the applicant will also seek a Conditional Use Permit (CUP) for a Data Center.

PROJECT NARRATIVE FOR PROJECT TURBO LLC TRACT

Conditional Use Permit for a Data Center in I-I Zoning

JULY 3, 2025

LOCATION – 2400 O'Kelly Road. Gainesville, GA 30507
PARCEL – part of 15024 000003A
ACREAGE – 119 Acres +/-
APPLICANT – Project Turbo LLC
PROPERTY OWNER – Crossroads Properties B, Inc., f/k/a Ampro Products, Inc.

Summary

The accompanying application seeks a Special Use Permit for a Data Center on a 119 +/- acre tract zoned Light Industrial (I-I). The undeveloped property is located on the east side of Candler Road (SR 60) at O'Kelly Road in East Hall County (Hall County's District 3). The overall subject parcel is approximately 145 +/- acres with this application excluding the portion along Candler Road (SR 60) currently zoned for Heavy Industrial (I-II), which is 26 +/- acres.

The proposed Data Center use is consistent with Hall County's Comprehensive Plan's designation as an Employment Corridor and adjoins industrial, manufacturing and processing uses.

Project Description

The site has approximately 1100 LF of frontage along O'Kelly Road and is currently under consideration for exemption of the Gateway Corridor Overlay District (GCOD) standards as the project will be on that portion of the site not visible from Candler Rd. O'Kelly Road terminates at the subject parcel and will be the point of egress/ingress onto Candler Road for the development.

The proposed development will consist of 2 or more state-of-the-art buildings totaling a combined 900,000 square feet. An on-site power substation will be built to support the data center and will likely be located near the existing Georgia Power heavy transmission lines adjacent to the property's southern boundary.

The primary component of each building's footprint will be used to house organizations' critical network of computing and storage resources which enable the delivery of shared applications and data. The key components of these resources include routers, switches, firewalls, storage systems, servers, and application-delivery controllers. The second largest component of each building's footprint will be offices for the full-time employees that will oversee and support the facility's operations.

The City of Gainesville serves the site with water from a 6" line within the right-of-way on O'Kelly Road, with two existing fire hydrants. The site will be served by an on-site sewage management system. All other dry utilities are located within reasonable distance for service extensions, if required.

PROJECT NARRATIVE FOR PROJECT TURBO LLC TRACT
Conditional Use Permit for a Data Center in I-I Zoning
JULY 3, 2025

The site is appropriate and suitable for the proposed use as intended and will not seek any variances to property buffers, setbacks, or open space requirements.

Adjacencies

One owner operates a poultry processing plant on 2 parcels zoned I-II that share access on O'Kelly Road. A large Industrial manufacturer operates a manufacturing business on 137 acres (zoned AR-1) adjoining the Northwestern boundary.

Opposite Allen Creek, a portion of the Gainesville 85 Business Park (PUD) adjoins the Northern boundary while Hall County-owned land and a parcel currently zoned AR-1 adjoin the Eastern boundary. Allen Creek, with the required stream buffers, will provide additional buffering to surrounding properties.

Adjoining the Southern boundary is Georgia Power-owned property for high-voltage overhead transmission lines as well as a natural gas transmission facility on a 14-acre site.

Data Centers: Daily Life & Questions

Oftentimes without even realizing it, we rely on Data Centers every day. These critical pieces of digital infrastructure serve as the backbone for the internet, online banking, e-commerce, business operations, and cloud-based services like email and social media. These facilities are the digital engines that drive so much of the services, utilities, and products we use daily. From hospitals, banks and airports to online ordering and e-mailing, Data Centers power key pieces of our lives.

One of the common questions about Data Centers is noise from the facilities' operations. Modern data center building design has advanced around robust soundproofing and noise-reduction as a part of its overall impact mitigation. Today, the everyday operation of a Data Center produces no more noise than a typical Industrial building emits from manufacturing or distribution operations. These facilities use backup generators that turn on only in the case of a major emergency where power is lost, or for brief monthly testing scheduled at low-impact times and usually only last for 30-60 minutes. Additionally, the location, topography, and natural buffers of this project's site provide innate noise impact mitigation.

Another common question about Data Centers concerns resource consumption. Modern facility design prioritizes an efficient stewarding of water and often includes Water-Free Cooling Systems, Recycled & Reclaimed Water designs, and/or Closed-Loop Liquid Cooling. As for power consumption, while Data Centers utilize large amounts of power, these sites are located, designed, and constructed in lockstep with the electrical provider to ensure that there is not only ample capacity to support the facilities' operations, but for additional growth in the service territory. Further, Data Centers often enter into specific power purchase agreements (PPAs)

that procure electricity generated from renewable sources and/or renewable energy credits (RECs).

Questions on Data Centers also commonly surround the impact such a project could have on the overall Community. While providing a substantial increase in tax revenue for the local jurisdiction, Data Centers have the dual advantage of also not burdening the community's school system and public services. Once built, vehicle traffic impact is minimal and limited to that of the on-site employees who support the day-to-day operations. Divergent from most other industrial uses, Data Centers do not produce daily semi-truck or commercial traffic to and from the site.

In light of the neighboring industrial enterprises as well as uses allowed in Light Industrial, this Data Center project complements the employment corridor and empowers our community's industries with a low-impact touch. A Data Center will also elevate this specific site's use from the automotive salvage yard allowed by its current zoning today, to a freshly designed, state-of-the-art facility harmoniously nestled amidst the natural geography of the location.

Katie L. Greenway (Planning)

From: Cameron Grogan <cameron@projectturbollc.com>
Sent: Thursday, September 4, 2025 3:48 PM
To: Katie L. Greenway (Planning)
Cc: Beth Garmon (Planning)
Subject: Re: 2400 Okelly Road - Finalizing Staff Reports

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

Katie, so sorry for the delay, but I am glad that our Partner was able to provide the most detail. Please see below.

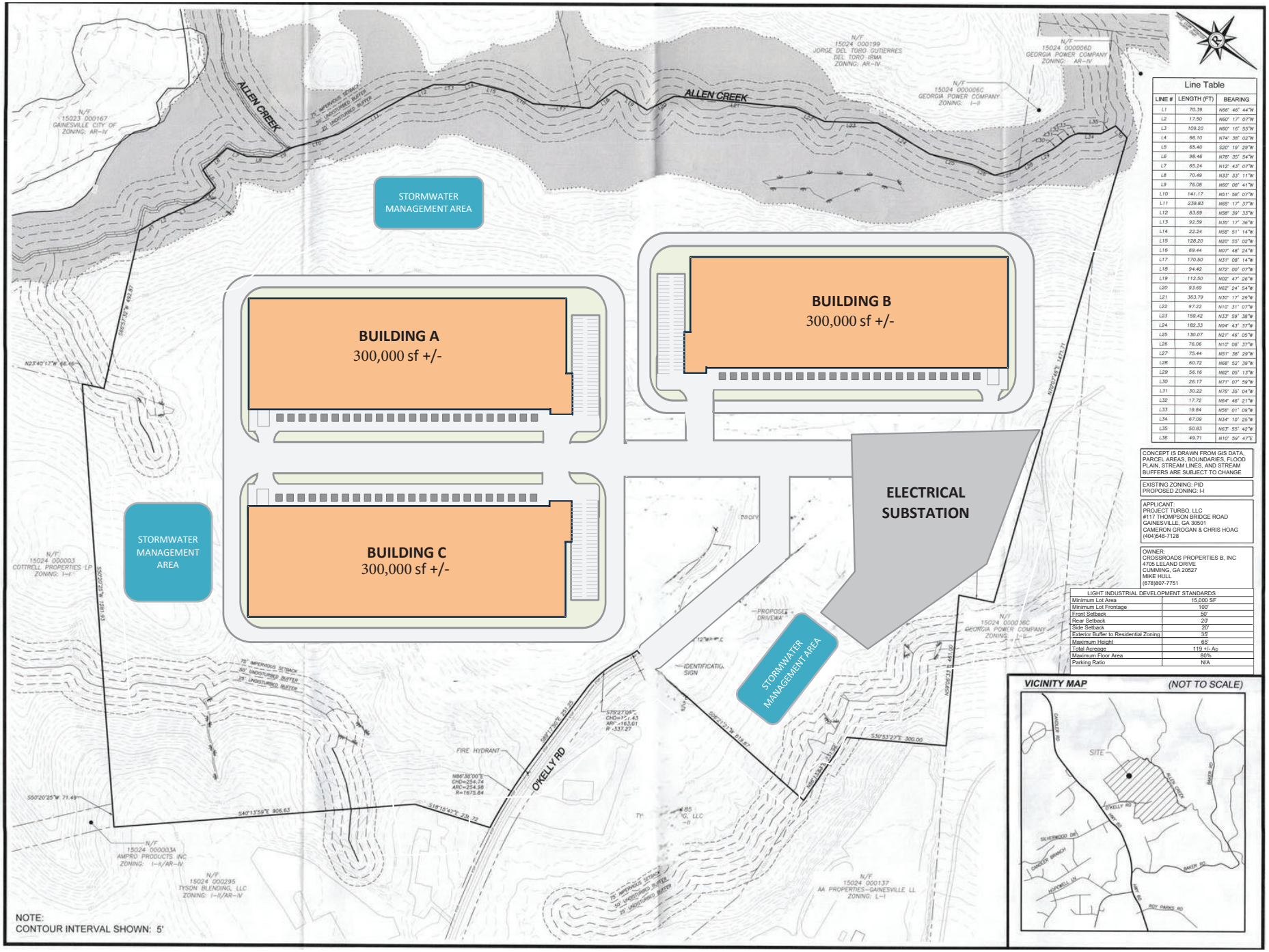
1. **Cooling System:**
   - The facility will utilize air-cooled and closed-loop chilled water systems, designed for minimal water consumption.
   - Closed-loop and recycled water systems are standard in our designs and will be incorporated. These minimize evaporative losses and eliminate once-through cooling.
   - The system is designed with modular scalability to support up to 500 MW of IT load while maintaining energy efficiency and water stewardship.
2. **Cooling System Location:**
   - Cooling infrastructure will be directly adjacent to or integrated with the data halls.
   - Major cooling units (chillers, CRAHs, cooling towers if applicable) will be located in secured mechanical yards that are screened from view by architectural walls, landscaping, and natural buffers.
3. **Noise Levels:**
   - Cooling and backup power systems are designed to meet or fall below local noise ordinances at the property line.
   - Anticipated operational levels: 65–70 dBA at the equipment and below 55 dBA at property boundaries, consistent with light industrial zoning standards.
   - Additional sound-attenuating enclosures, acoustic barriers, and vegetative buffers will be used where needed.
4. **Staffing:**
   - Staffing is phased with construction: initial headcount ~40–60 FT employees, growing to 100–150 permanent full-time staff at full build-out.
   - Facility operates 24/7/365, with rotating shifts covering operations, maintenance, and security.
   - Additional indirect jobs will be created via contracted services (facilities maintenance, landscaping, security, etc.).
   - Construction jobs will be in the hundreds
5. **Power Supply Coordination**
   - We are working closely with Jackson EMC, who will be our distribution partner, and are in parallel negotiations with power generators.
   - The intent is to enter into a tri-party Power Purchase Agreement (PPA) among Jackson EMC, the generator, and our company to ensure stable supply and grid reliability.
6. **Power Grid Capacity:**

- Independent Transmission Study confirmed the existing transmission infrastructure can support our proposed power load.
- Jackson EMC has validated these findings and supports the project's interconnection strategy.

7. **Water Usage:**
   - Cooling is designed to be extremely water-efficient, with closed-loop recirculation as the baseline.
   - We would be looking for 225,000 GPD for the entire site, which would also include fire system needs.
   - We will design for onsite reuse and reclaimed water sources in coordination with local utilities to further reduce potable water demand.
8. **Sound & Visual Mitigation:**
   - The site benefits from natural buffers including Allen Creek and the existing 300-foot power line easement.
   - Facility design will incorporate:
     - Architectural screening walls and landscaped berms.
     - Tree plantings and vegetative buffers around the perimeter.
     - Equipment enclosures to reduce visibility and noise.
9. **Backup Power:**
   - Yes. The site will have redundant backup generators to ensure uninterrupted service in the event of a grid outage.
   - Generators are tiered in phases, activated only during testing or emergencies.
10. **Fuel Storage:**
    - Fuel will be stored onsite in double-walled, above-ground tanks compliant with EPA and Georgia EPD regulations.
    - Storage capacity is typically designed to support 12-24 hours of full-load backup generation.
    - Refueling contracts with local providers will ensure continuous resilience in extended outages.
11. **Water Discharge:**
    - The facility will not use once-through water cooling and will not generate large volumes of discharge.
    - If not tied to municipal sewer, small volumes of blowdown water from the cooling system can be:
      - Treated onsite to meet regulatory standards.
      - Safely discharged into existing stormwater basins in coordination with the local water authority.
    - Stormwater management systems will exceed regulatory requirements, ensuring no adverse impact to surrounding watersheds

On Thu, Sep 4, 2025 at 10:18 AM Cameron Grogan <cameron@projectturbollc.com> wrote:

> Sorry Katie, I have been told I'll have it by lunch. Our engineer and end-user are just dotting the i's and crossing t's. Will get it to you asap.
>
> CG
>
> On Wed, Sep 3, 2025 at 3:59 PM Katie L. Greenway (Planning) <klgreenway@hallcounty.org> wrote:



Line Table		
LINE #	LENGTH (FT)	BEARING
L1	70.39	N66° 46' 44"W
L2	17.50	N60° 17' 07"W
L3	109.20	N60° 16' 55"W
L4	66.10	N74° 38' 02"W
L5	65.40	S20° 19' 29"W
L6	98.46	N78° 35' 54"W
L7	65.24	N12° 43' 07"W
L8	70.49	N33° 33' 11"W
L9	76.08	N60° 08' 41"W
L10	141.17	N51° 58' 07"W
L11	239.83	N65° 17' 37"W
L12	83.69	N58° 39' 33"W
L13	92.59	N35° 17' 36"W
L14	22.24	N56° 51' 14"W
L15	128.20	N20° 55' 02"W
L16	69.44	N07° 48' 24"W
L17	170.50	N31° 08' 14"W
L18	94.42	N72° 00' 07"W
L19	112.50	N02° 47' 26"W
L20	93.69	N62° 24' 54"W
L21	363.79	N30° 17' 29"W
L22	97.22	N10° 31' 07"W
L23	159.42	N33° 59' 38"W
L24	182.33	N04° 43' 37"W
L25	130.07	N21° 46' 05"W
L26	76.06	N10° 08' 37"W
L27	75.44	N51° 38' 29"W
L28	60.72	N68° 52' 39"W
L29	56.16	N62° 05' 13"W
L30	26.17	N71° 07' 59"W
L31	30.22	N75° 35' 04"W
L32	17.72	N64° 46' 21"W
L33	19.84	N56° 01' 09"W
L34	67.09	N34° 10' 25"W
L35	50.83	N63° 55' 42"W
L36	49.71	N10° 59' 47"E

CONCEPT IS DRAWN FROM GIS DATA. PARCEL AREAS, BOUNDARIES, FLOOD PLAIN, STREAM LINES, AND STREAM BUFFERS ARE SUBJECT TO CHANGE

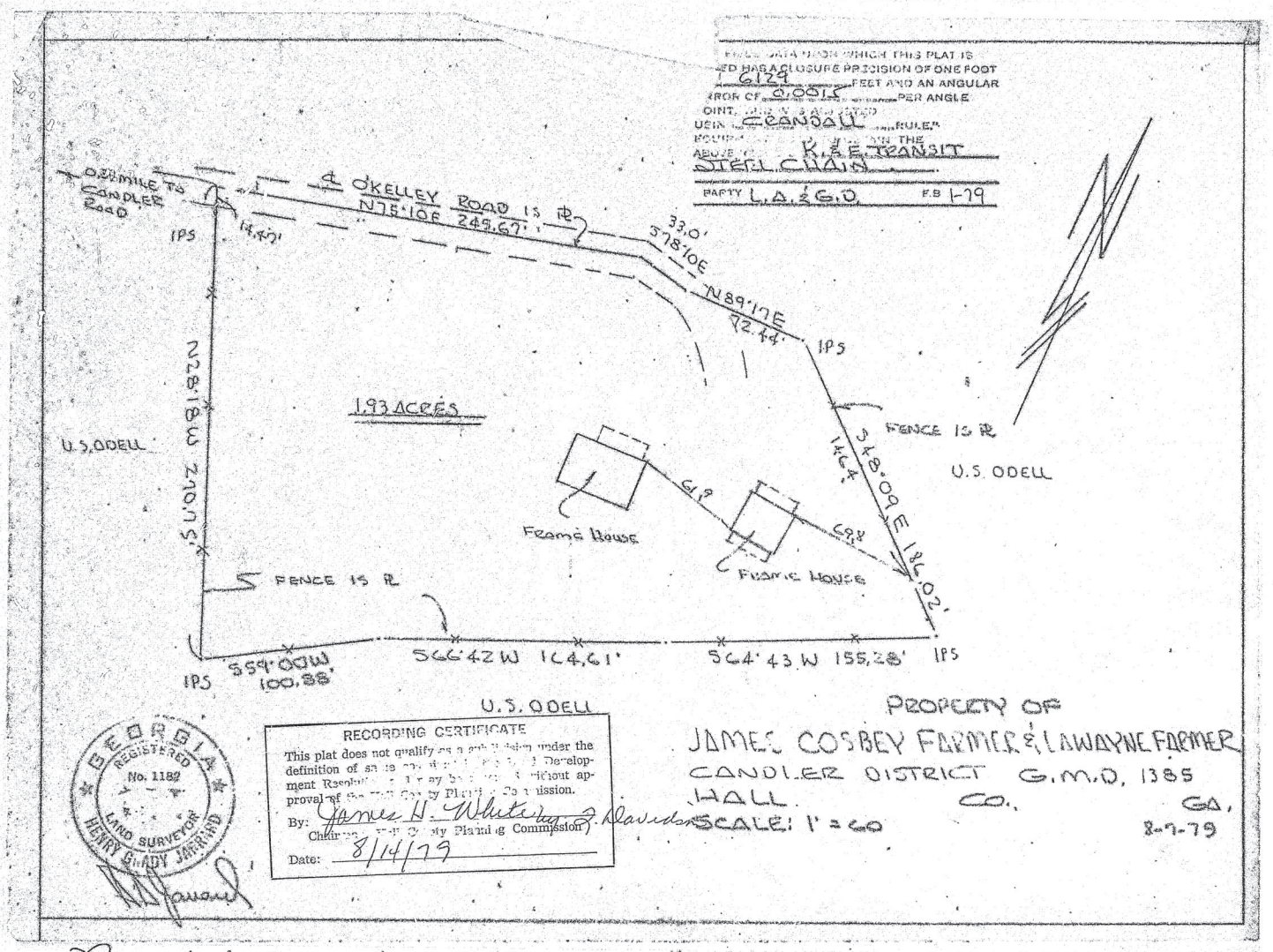
EXISTING ZONING: PID
PROPOSED ZONING: I-I

APPLICANT:
PROJECT TURBO, LLC
#117 THOMPSON BRIDGE ROAD
GAINESVILLE, GA 30501
CAMERON GROGAN & CHRIS HOAG
(404)548-7128

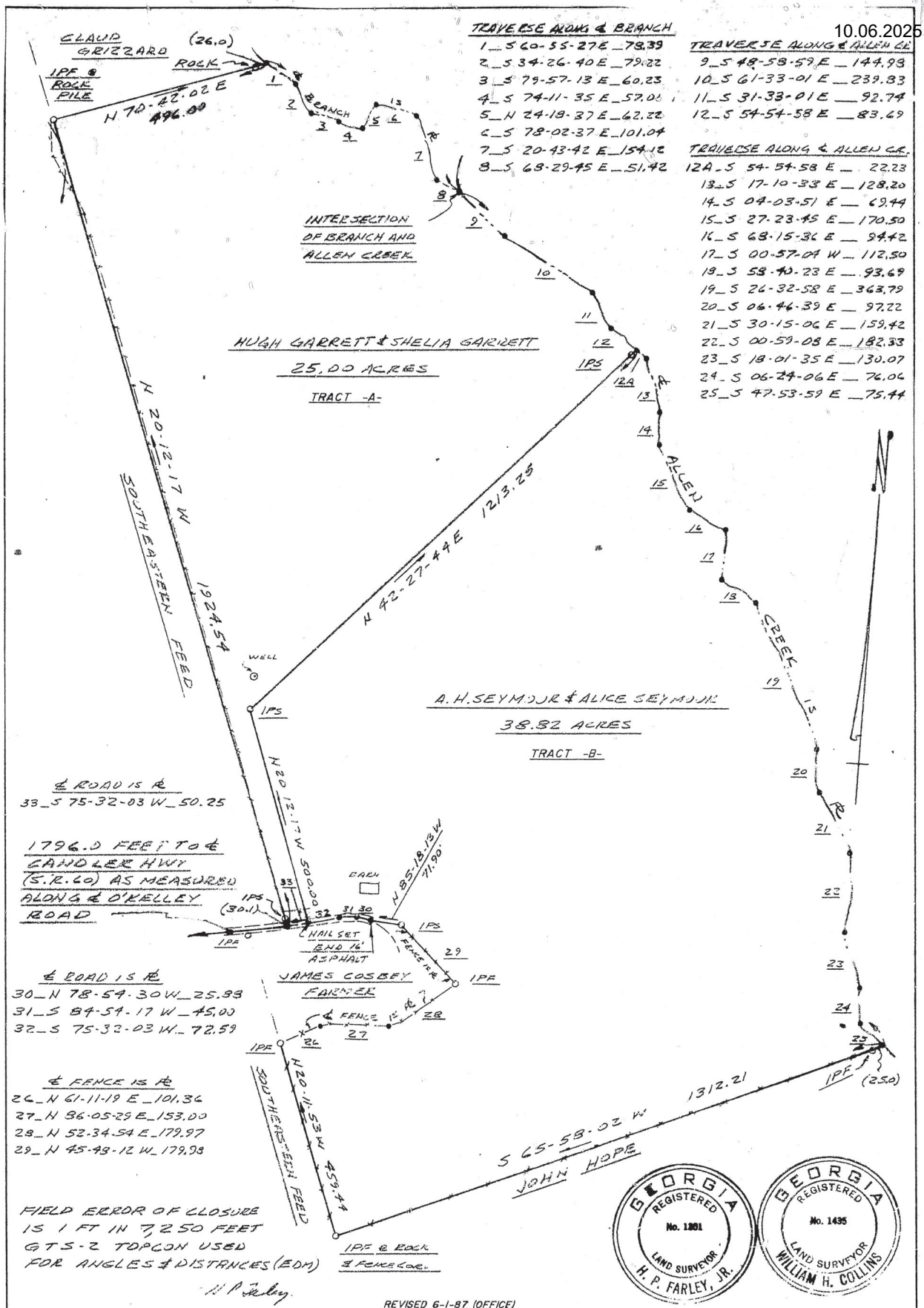
OWNER:
CROSSROADS PROPERTIES B, INC
4705 LELAND DRIVE
CUMMING, GA 20527
MIKE HULL
(678)807-7751

LIGHT INDUSTRIAL DEVELOPMENT STANDARDS	
Minimum Lot Area	15,000 SF
Minimum Lot Frontage	100'
Front Setback	50'
Rear Setback	20'
Side Setback	20'
Exterior Buffer to Residential Zoning	35'
Maximum Height	65'
Total Acreage	119 +/- Ac
Maximum Floor Area	80%
Parking Ratio	N/A

VICINITY MAP (NOT TO SCALE)



Recorded August 15, 1979 H. Grady Watson, Clerk



TRAVERSE ALONG ℄ BRANCH

1	S 60-55-27 E	78.39
2	S 34-26-40 E	79.22
3	S 79-57-13 E	60.23
4	S 74-11-35 E	57.01
5	N 24-18-37 E	62.22
6	S 78-02-37 E	101.04
7	S 20-43-42 E	154.12
8	S 68-29-45 E	51.42

TRAVERSE ALONG ℄ ALLEN CR.

9	S 48-58-59 E	144.98
10	S 61-33-01 E	239.83
11	S 31-33-01 E	92.74
12	S 54-54-58 E	83.69

TRAVERSE ALONG ℄ ALLEN CR.

12A	S 54-54-58 E	22.23
13	S 17-10-33 E	128.20
14	S 04-03-51 E	69.44
15	S 27-23-45 E	170.50
16	S 68-15-36 E	94.42
17	S 00-57-09 W	112.50
18	S 58-40-23 E	93.69
19	S 26-32-58 E	363.79
20	S 06-46-39 E	97.22
21	S 30-15-06 E	159.42
22	S 00-59-08 E	182.33
23	S 18-01-35 E	130.07
24	S 06-24-06 E	76.06
25	S 47-53-59 E	75.44

IPF = IRON PIN FOUND
IPS = IRON PIN SET
R/W = RIGHT-OF-WAY
℄ = CENTER LINE
℞ = PROPERTY LINE

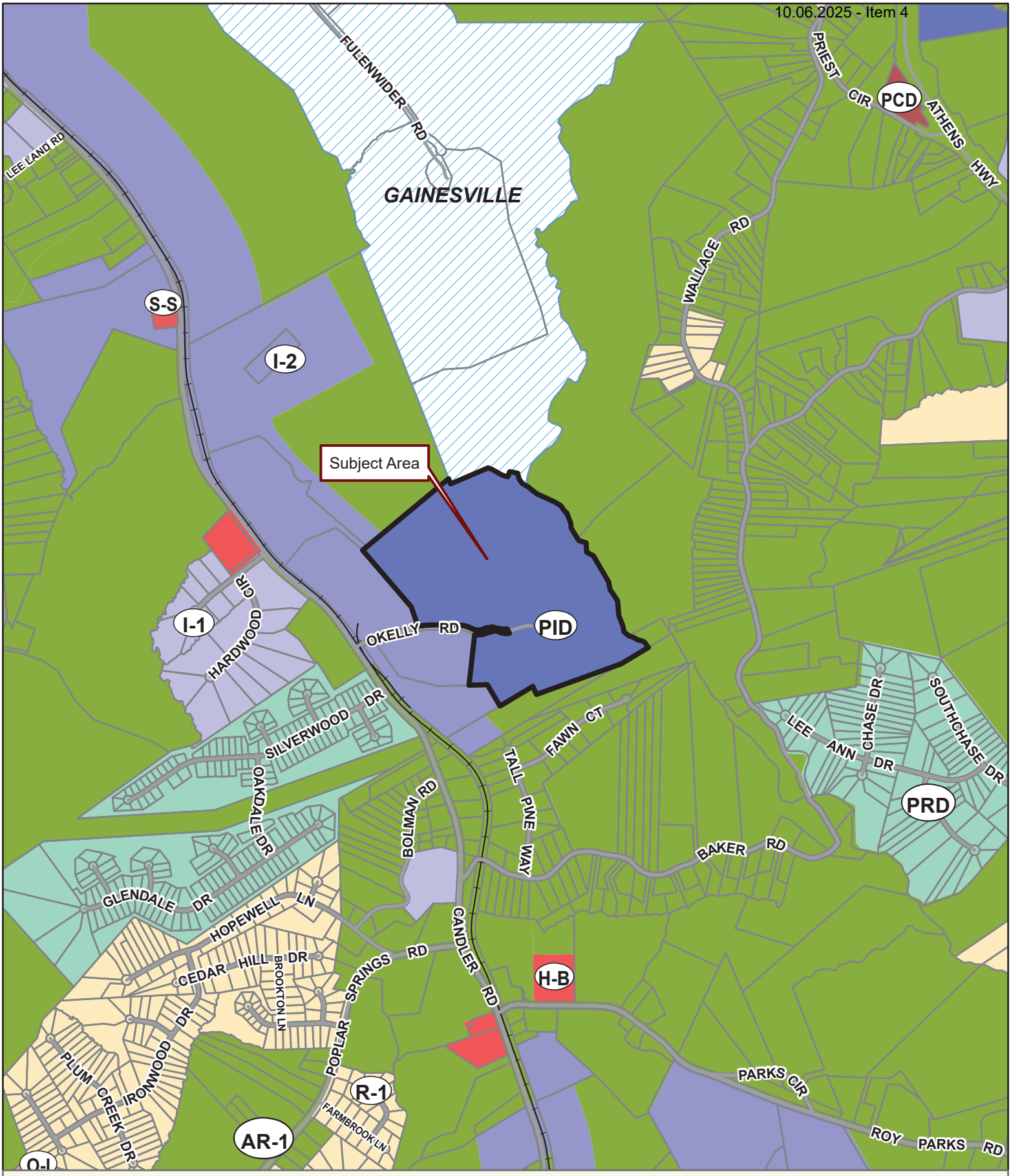
FARLEY-COLLINS ASSOCIATES
P. O. BOX 731 532-1001
1201 THOMPSON BRIDGE ROAD
GAINESVILLE, GA. 30503

SCALE: 1" = 200'
DATE: 4-1-85
REV 3-13-87

SURVEY FOR
HUGH GARRETT & A. H. SEYMOUR
CANDLER (GM 1335) DISTRICT
HALL COUNTY, GEORGIA

F-BBB

Recorded June 18, 1987 Dwight S. Wood, Clerk



Applicant: PROJECT TURBO
Tax Parcel #: 15024 000003A (PT)
Location: 2400 OKELLY ROAD, GAINESVILLE, GA 30507
Commission District 3 **PC Mtg. Date: 09/02/2025**

0 400 800 1,600
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N



Applicant: PROJECT TURBO
Tax Parcel #: 15024 000003A (PT)
Location: 2400 OKELLY ROAD, GAINESVILLE, GA 30507
Commission District 3 **PC Mtg. Date: 09/02/2025**

0 150 300 600
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N



Applicant: PROJECT TURBO
Tax Parcel #: 15024 000003A (PT)
Location: 2400 OKELLY ROAD, GAINESVILLE, GA 30507
Commission District 3 **PC Mtg. Date: 09/02/2025**

0 200 400 800
Feet

Zoning Boundary
City Limits
Subject Area

N

06834
00026

000026

GEORGIA, HALL COUNTY, CLERK SUPERIOR COURT
Filed in office, this 3 day of May
20 11 at 11:28 AM. Recorded in Deed
Book 6834 Page(s) 26-27
Charles Baker, Clerk By SB

After Recording, Return To:
Zack A. Rice
Boling Rice, LLC
Post Office Box 244
Cumming, Georgia 30028
770/887-3162

ZAR/64,364

007939

HALL COUNTY, Georgia
Real Estate Transfer Tax
Paid $ 150.00
Date May 3 2011
Charles Baker
Superior Court Clerk
By SB
PT61 069-2011 002350

GENERAL WARRANTY DEED

State of Georgia, County of Forsyth

THIS INDENTURE is made as of **MAY 2, 2011**, between **STACY LYNN CRABTREE and TRACY COSBY FARMER** (hereinafter referred to as "Grantor") and **AMPRO PRODUCTS, INC., a Georgia corporation**, (hereinafter referred to as "Grantee"), ("Grantor" and "Grantee" to include their respective heirs, successors, executors, administrators, legal representatives and assigns where the context requires or permits).

GRANTOR, in consideration of the sum of Ten and No/100 Dollars ($10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee the following:

All that tract or parcel of land lying and being in the Candler Militia District of Hall County, Georgia, containing 1.93 acres, more or less, and as shown on survey of the property of James Cosbey Farmer, prepared by Henry Grady Jarrard, Registered Surveyor, dated August 7, 1979, recorded in Plat Book 75k page 148 of the Hall County Records, which is incorporated herein by reference for a more complete description thereof.

The Grantor also Quit-Claims herein any and all interest in and to any property lying between the boundaries of the above described tract and the adjoining property currently owned by the Grantee.

TO HAVE AND TO HOLD, the 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 and in FEE SIMPLE.

AND THE SAID GRANTOR WILL WARRANT and forever defend the right and title of the above described property unto Grantee and Grantee's heirs and assigns against the claims of all persons whomsoever.

06834
00027

EXECUTED under seal as of the date above.

Signed, sealed and delivered
in the presence of:

Witness

Notary Public (SEAL)

ZACKA RICE
NOTARY PUBLIC
FORSYTH COUNTY
GEORGIA
EXPIRES
MAY 12, 2014

Stacy Lynn Crabtree (SEAL)

Tracy Cosby Farmer (SEAL)

06834
00028

000028

GEORGIA, HALL COUNTY, CLERK SUPERIOR COURT
Filed in office, this 3 day of May
20 11 at 11:28 AM. Recorded in Deed
Book 6834 Page(s) 28
Charles Baker, Clerk By SB

After Recording, Return To:
Zack A. Rice
Boling Rice LLC
Post Office Box 244
Cumming, Georgia 30028
770/887-3162

ZAR/64,364

007940

HALL COUNTY, Georgia
Real Estate Transfer Tax
Paid $ 0
Date May 3 2011
Charles Baker
Superior Court Clerk
By SB
PT61 069-2011 002383

QUIT-CLAIM DEED
State of Georgia; County of Forsyth

THIS INDENTURE, made as of **MAY** 2, **2011**, between **JAMES C. FARMER**, of the first part, and **AMPRO PRODUCTS, INC., a Georgia corporation**, of the second part,

WITNESSETH: That the said party of the first part, for and in consideration of the sum of ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATION, in hand paid the receipt whereof is acknowledged, has bargained, sold, and by these presents does remise, convey and forever quit-claim to the said party of the second part, its heirs and assigns, the below described property to-wit:

All that tract or parcel of land lying and being in the Candler Militia District of Hall County, Georgia, containing 1.93 acres, more or less, and as shown on survey of the property of James Cosbey Farmer, prepared by Henry Grady Jarrard, Registered Surveyor, dated August 7, 1979, recorded in Plat Book 75k page 148 of the Hall County Records, which is incorporated herein by reference for a more complete description thereof.

The Grantor also Quit-Claims herein any and all interest in and to any property lying between the boundaries of the above described tract and the adjoining property currently owned by the Grantee.

The purpose of this Quit-Claim Deed is to release a life estate reserved in that Warranty Deed filed September 3, 2009 and recorded in Deed Book 6604, page 12, Hall County Records.

TO HAVE AND TO HOLD the said described premises to the said party of the second part, so that neither the said party of the first part nor their heirs, nor any other person or persons claiming under them shall at any time, by any means or ways, have, claim, or demand any right or title to the aforesaid described premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, the said party of the first part has hereunto set their hand and seal, the day and year above written.

Signed, sealed and delivered
in the presence of:

Vicki Reed
Witness

Notary Public
(SEAL)

ZACK A. RICE NOTARY PUBLIC FORSYTH COUNTY GEORGIA EXPIRES April 12, 2014

James C Farmer (SEAL)
James C. Farmer

_____ (SEAL)

06834
00029

000029

GEORGIA, HALL COUNTY, CLERK SUPERIOR COUR
Filed in office, this 3 day of May
20 11 at 11:28 Am. Recorded in Deed
Book 6834 Page(s) 29-30
Charles Baker, Clerk By JN

007941

HALL COUNTY, Georgia
Real Estate Transfer Tax
Paid $ 253.00
Date 05-03-11
Charles Baker
Superior Court Clerk
By JN

RETURN TO: ANGELA GRANT CLARK
P.O. BOX 611
DAHLONEGA, GA 30533

PT61 069- 2011- 002321

SURVIVORSHIP WARRANTY DEED

STATE OF GEORGIA
COUNTY OF Hall

THIS INDENTURE, Made this 29th day of April in the Year of Our Lord Two Thousand and Eleven, between Clay L. Pilgrim and Lindsey S. Pilgrim of the County of White, and State of Georgia, as parties of the first part, and Russell J. Chamblee and Jennifer J. Chamblee of the County of Hall, and State of Georgia, as parties of the second part,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERATIONS ($10.00) in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and conveyed, and by these present does grant, bargain, sell, and convey unto said parties of the second part, as tenants in common, for and during their joint lives, and, upon the death of either of them, then to the survivor of them, in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, the following described property:

SEE EXHIBIT "A" ATTACHED HERETO
AND MADE A PART HEREOF BY REFERENCE

TO HAVE AND TO HOLD the said bargained premises, together 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 parties of the second part, their heirs and assigns, forever, in fee simple.

And the said parties of the first part, for their heirs, executors, and administrators, will warrant and forever defend the right and title of the above described property unto the said parties of the second part, their heirs and assigns, against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said parties of the first part has hereunto set hands and affixed seals, the day and year first above written.

Signed, sealed and delivered in the presence of:

Nancy W. Truelove
Unofficial Witness

Clay L Pilgrim (SEAL)
Clay L. Pilgrim

Angela G. Clark
Notary Public
State of Georgia

Lindsey S. Pilgrim (SEAL)
Lindsey S. Pilgrim

ANGELA G. CLARK
NOTARY PUBLIC
GEORGIA
EXPIRES
SEPT 10, 20
HALL COUNTY

11re-253

06834
00030

EXHIBIT A

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 50, 12TH DISTRICT, (GMD 1695), HALL COUNTY, GEORGIA AND BEING LOT 8 AS SHOWN ON THE FINAL SUBDIVISION PLAT PREPARED FOR KREE-J HORNE BUILDERS, INC., PREPARED BY CHRIS M. PATTON, GEORGIA REGISTERED LAND SURVEYOR, SURVEY DATE OF NOVEMBER 30, 2005 AND A PLAT DATE OF APRIL 10, 2006, RECORDED IN PLAT BOOK 849, PAGES 91-94, HALL COUNTY RECORDS. SAID PLAT IS HEREBY INCORPORATED BY REFERENCE.

THIS CONVEYANCE IS MADE SUBJECT TO AND TOGETHER WITH ANY EASEMENTS OF RECORD OR EASEMENTS ACCESSING THE ABOVE DESCRIBED PROPERTY.

11RE-253

CLP LSP

04559
00189

GEORGIA, HALL COUNTY, CLERK
SUPERIOR COURT FILED IN OFFICE 4559 000189
AND RECORDED IN BOOK
PAGE (S) 189-190 THIS 5
DAY OF MAY 2003 AT 11:20 am
DWIGHT S. WOOD, CLERK BY
071335

ZAR/Deed Preparation Only

After Recording, Return To:
Zack A. Rice
Boling, Rice, Martin & McGruder, LLC
Post Office Box 244
Cumming, Georgia 30028
770/887-3162

018915

HALL COUNTY, Georgia
Real Estate Transfer Tax
Paid $ 0
Date 5-5-03
DWIGHT S. WOOD
Clerk Superior Court
By

Ampro Products INC
2305 O'Kelley Rd
Gainesville, GA 30507

QUIT-CLAIM DEED

State of Georgia; County of Forsyth

THIS INDENTURE, made as of **APRIL** 24, **2003**, between **SCOTT DUCHETTE**, of the first part, and **AMPRO PRODUCTS, INC., a Georgia corporation**, of the second part,

WITNESSETH: That the said party of the first part, for and in consideration of the sum of ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATION, in hand paid the receipt whereof is acknowledged, has bargained, sold, and by these presents does remise, convey and forever quit-claim to the said party of the second part, its heirs and assigns, the below described property to-wit:

All that tract or parcel of land lying and being in Candler District (GMD 1385) of Hall County, Georgia, being more particularly described on Exhibit "A' attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said described premises to the said party of the second part, so that neither the said party of the first part nor their heirs, nor any other person or persons claiming under them shall at any time, by any means or ways, have, claim, or demand any right or title to the aforesaid described premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, the said party of the first part has hereunto set their hand and seal, the day and year above written.

Signed, sealed and delivered
in the presence of:

Witness

Notary Public (SEAL)

JOHN OWENS
Notary Public, Hall County, Georgia
My Commission Expires March 11, 2006

Scott Duchette (SEAL)
Scott Duchette

(SEAL)

04559
00190

000190

EXHIBIT A

All that tract or parcel of land lying and being in Candler District (GMD 1385) of Hall County, Georgia, being 38.82 acres and designated as Tract "B," as shown on a plat for Hugh Garrett and A.H. Seymour, as surveyed by H. P. Farley, Jr., RLS #1435, revised June 1, 1987, recorded in Plat Slide 122, page 70, of the Hall County records, which plat is incorporated herein by reference for a more complete description thereof.

And:

All that tract or parcel of land lying and being in the Candler (1385th) G.M. District of Hall County, Georgia, and being more particularly described as follows:

To establish the POINT OF BEGINNING, commence at the corner of the intersection formed by the centerline of Candler Highway, also known as State Route No. 60, with the centerline of O'Kelley Road; extending thence in a Northeasterly direction along the centerline of O'Kelley Road 1796.00 feet to a point; thence S01°07'32"E, 270.34 feet to a 3/8 inch iron pin found on the East property line of lands now or formerly of Southeastern Feed; thence S20°11'53"E along said East property line 459.44 feet to a 3/8 inch iron pin found which is the POINT OF BEGINNING; thence from said POINT OF BEGINNING, N65°58'02"E, 1312.21 feet to a ½ inch iron pin found; thence N65°58'02"E, 25.00 feet to the centerline of Allen Creek, also being the dividing line between Tadmore (268th) G.M. District and the Candler (1385th) G.M. District of Hall County, Georgia; thence in a Southeasterly direction along said centerline and dividing line and following the meanderings thereof the following courses and distances: S62°37'33"E, 54.76 feet to a point; thence S55°00'54"E, 182.36 feet to a point; thence S41°12'20"E, 55.20 feet to a point; and S18°06'06"E 58.01 feet to a 3/8 inch iron pin set; thence S73°52'15"W, 1471.71 feet to a 3/8 inch iron pin set; thence N20°11'53"W, 107.44 feet to the POINT OF BEGINNING. Said tract contains 6.642 acres, more or less

The above-described tract of land is a portion of that larger tract of land more particularly described in a Warranty Deed dated February 17, 1976, from David M. Lacy to Georgia Power Company, recorded in Deed Book 526, page 50, in the Office of the Clerk of Superior Court, Hall County, Georgia, and shown on a plat thereof prepared by Farley-Collins Associates, Registered Surveyors, entitled "Survey for Norman A. Swanson," dated September 25, 1992, drawing no. 4912, and on file in the Offices of Georgia Power Company, Land Department.

O'KELLY ROAD LEGAL

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN CANDLER (GM 1385) DISTRICT, HALL COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT POINT ON THE NORTH RIGHT OF WAY OF O'KELLY ROAD; THENCE LEAVING SAID RIGHT OF WAY AND ALONG THE PROPERTY NOW OR FORMERLY OF TYSON BLENDING LLC THE FOLLOWING COURSES AND DISTANCES NORTH 17°26'30" WEST, 250.00 FEET TO A POINT; THENCE NORTH 39°24'25" WEST, 924.98 FEET TO A POINT; THENCE ALONG THE PROPERTY NOW OR FORMERLY OF COTTRELL PROPERTIES, LP NORTH 50°21'32" EAST, 1281.69 FEET TO A POINT; THENCE ALONG THE PROPERTY NOW OR FORMERLY OF AVILA ROSALIO VICTORIA THE FOLLOWING COURSES AND DISTANCES SOUTH 22°25'18" EAST, 66.79 FEET TO A POINT; THENCE NORTH 66°50'48" EAST, 448.61 FEET TO THE CENTERLINE OF ALLEN CREEK; THENCE ALONG THE CENTER LINE OF ALLEN CREEK THE FOLLOWING COURSES AND DISTANCES SOUTH 63°57'21" EAST, 81.77 FEET TO A POINT; THENCE SOUTH 38°06'31" EAST, 79.22 FEET TO A POINT; THENCE SOUTH 83°37'04" EAST, 60.23 FEET TO A POINT; THENCE SOUTH 77°51'26" EAST, 57.01 FEET TO A POINT; THENCE NORTH 20°39'46" EAST, 62.22 FEET TO A POINT; THENCE SOUTH 81°42'28" EAST, 101.04 FEET TO A POINT; THENCE SOUTH 24°23'33" EAST, 154.12 FEET TO A POINT; THENCE SOUTH 72°09'36" EAST, 51.42 FEET TO A POINT; THENCE SOUTH 52°38'50" EAST, 144.98 FEET TO A POINT; THENCE SOUTH 65°12'52" EAST, 239.83 FEET TO A POINT; THENCE SOUTH 35°12'52" EAST, 92.74 FEET TO A POINT; THENCE SOUTH 58°34'49" EAST, 105.92 FEET TO A POINT; THENCE SOUTH 20°50'24" EAST, 128.20 FEET TO A POINT; THENCE SOUTH 07°43'42" EAST, 69.44 FEET TO A POINT; THENCE SOUTH 31°03'36" EAST, 170.50 FEET TO A POINT; THENCE SOUTH 71°55'27" EAST, 94.42 FEET TO A POINT; THENCE SOUTH 02°42'47" EAST, 112.50 FEET TO A POINT; THENCE SOUTH 62°20'14" EAST, 93.69 FEET TO A POINT; THENCE SOUTH 30°12'49" EAST, 363.79 FEET TO A POINT; THENCE SOUTH 10°26'30" EAST, 97.22 FEET TO A POINT; THENCE SOUTH 33°54'57" EAST, 159.42 FEET TO A POINT; THENCE SOUTH 04°38'59" EAST, 182.33 FEET TO A POINT; THENCE SOUTH 21°41'26" EAST, 130.07 FEET TO A POINT; THENCE SOUTH 10°03'57" EAST, 76.06 FEET TO A POINT; THENCE SOUTH 51°10'16" EAST, 76.62 FEET TO A POINT; THENCE SOUTH 66°13'59" EAST, 54.76 FEET TO A POINT; THENCE SOUTH 58°37'20" EAST, 182.36 FEET TO A POINT; THENCE SOUTH 44°48'46" EAST, 55.20 FEET TO A POINT; THENCE SOUTH 21°42'32" EAST, 58.01 FEET TO A POINT; THENCE LEAVING THE CENTERLINE OF ALLEN CREEK AND ALONG THE PROPERTY NOW OR FORMERLY OF GEORGIA POWER COMPANY THE FOLLOWING COURSES AND DISTANCES SOUTH 70°15'49" WEST, 1471.71 FEET TO A POINT; THENCE NORTH 23°48'19" WEST, 107.44 FEET TO A POINT; THENCE SOUTH 59°22'55" WEST, 461.43 FEET TO A POINT; THENCE ALONG THE PROPERTY NOW OR FORMERLY OF AA PROPERTIES GAINESVILLE LLC THE FOLLOWING COURSES AND DISTANCES NORTH 30°35'22" WEST, 300.20 FEET TO A POINT; THENCE SOUTH 88°27'37" WEST, 212.84 FEET TO A POINT; THENCE ALONG THE PROPERTY NOW OR FORMERLY OF TYSON BLENDING LLC THE FOLLOWING COURSES AND DISTANCES NORTH

06°28'02" EAST, 299.57 FEET TO A POINT; THENCE NORTH 06°30'44" EAST, 312.36 FEET TO THE SOUTH RIGHT OF WAY OF O'KELLY ROAD; THENCE ALONG THE RIGHT OF WAY OF O'KELLY ROAD THE FOLLOWING COURSES AND DISTANCES 27.57 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A CHORD OF SOUTH 81°06'49" EAST 27.57 FEET AND A RADIUS OF 6892.45 FEET TO A POINT; THENCE SOUTH; THENCE 128.34 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A CHORD OF NORTH 79°17'17" EAST 128.34 FEET AND A RADIUS OF 32085.03 FEET TO A POINT; THENCE NORTH 71°03'48" EAST, 34.15 FEET TO A POINT; THENCE 97.20 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD OF NORTH 88°00'48" EAST 97.20 FEET AND A RADIUS OF 24300.02 FEET TO A POINT; THENCE SOUTH 73°07'51" EAST, 22.27 FEET TO A POINT; THENCE 63.39 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A CHORD OF SOUTH 77°54'02" EAST 63.39 FEET AND A RADIUS OF 15847.51 FEET TO A POINT; THENCE 44.07 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A CHORD OF NORTH 87°54'45" EAST 44.07 FEET AND A RADIUS OF 11100.01 FEET TO A POINT; THENCE NORTH 23°45'37" WEST, 149.56 FEET TO A POINT; THENCE SOUTH 58°18'32" WEST, 83.72 FEET TO A POINT; THENCE NORTH 79°23'32" WEST, 44.67 FEET TO A POINT; THENCE SOUTH 81°58'22" WEST, 57.97 FEET TO A POINT; THENCE SOUTH 71°38'13" WEST, 71.01 FEET TO A POINT; THENCE SOUTH 74°01'00" WEST, 35.78 FEET TO A POINT; THENCE SOUTH 84°53'07" WEST, 52.80 FEET TO A POINT; THENCE NORTH 79°04'26" WEST, 37.83 FEET TO A POINT; THENCE NORTH 67°39'08" WEST, 46.82 FEET TO A POINT; THENCE NORTH 68°28'21" WEST, 60.07 FEET TO A POINT; THENCE NORTH 79°40'53" WEST, 60.07 FEET TO A POINT; THENCE NORTH 87°25'58" WEST, 62.07 FEET TO A POINT; THENCE NORTH 89°27'41" WEST, 135.57 FEET TO A POINT; THENCE NORTH 89°04'42" WEST, 168.02 FEET TO A POINT; THENCE SOUTH 87°11'26" WEST, 60.69 FEET TO A POINT; THENCE NORTH 83°02'39" WEST, 4.02 FEET TO A POINT, BEING THE **POINT OF BEGINNING**.

SAID TRACT CONTAINS 119 +/- ACRES.

TO: Cameron Grogan; Project Turbo, LLC

FROM: Andrew Antweiler, PE, PTOE, RSP1; KCI Technologies, Inc.

DATE: August 18, 2025

RE: 2400 O'Kelly Road – Proposed Development Trip Generation

Project Background

The purpose of this memorandum is to summarize the expected trip generation and driveway volumes for the proposed 2400 O'Kelly Road development. The site is located at the end of O'Kelly Road. Access to the site is provided via O'Kelly Road to SR 60. The intersection of SR 60 at O'Kelly Road is currently a side-street stop-control three-leg intersection, with SR 60 as the northbound/southbound free-flow approaches and O'Kelly Road as the westbound stop-control approach. The most recent (April 2025) GDOT TADA count station (139-0303) located to the north of the intersection recorded 16,346 vehicle per day along SR 60.

Based on information from the client and the concept plan, the development is to include up to 900,000 square feet of buildings for data center use with one site access location at the end of O'Kelly Road.

Site Traffic

Traffic anticipated to be generated by the land use was based on the Trip Generation Manual, 11th Edition, by the Institute of Transportation Engineers (ITE). This is the nationally recognized database which provides trip generation estimates for a wide variety of land uses. For this development, site traffic was estimated for the typical weekday daily, AM peak hour, and PM peak hour volumes for the most applicable land use code: Data Center (Land Use Code 160).

The ITE estimated development volumes represent a conservatively high estimate of project traffic compared to the actual anticipated traffic volumes. Based on other DRI reviews for proposed data centers, we are aware there are ongoing discussions with ARC and GRTA regarding trip generation rates for data centers. It is worth noting in June 2025 the DCA paused the requirement for DRI review of data centers while they revise the DRI rules to more specifically include data center projects.

The site will generate trips from employees managing the data centers with limited additional trips. Information from the client indicates the development is expected to employ 100 employees in shifts over a 24-hour period. Therefore, the expected number of site trips is lower than the ITE rates.

Since there is no available data to base lower volumes on, the ITE manual rates were utilized. Based on ITE rates, the estimated total project volumes are summarized in **Table 1**. The total number of vehicles (entering plus exiting) the site on a weekday is estimated to be 891 vehicles. The total number of vehicles during the AM peak hour is 111 vehicles and during the PM peak hour is 93 vehicles. Additionally, due to the development type, no pass-by reductions or internal capture reductions were included in the traffic analysis.

Table 1: Proposed Site Trip Generation

Land Use (ITE Code)	Units	Daily Trips	AM Peak Hour			PM Peak Hour		
		Two-Way Total	Enter	Exit	Total	Enter	Exit	Total
Data Center (160)	900,000 SF	891	61	50	111	28	65	93
Total Driveway Trips		891	61	50	111	28	65	93

Figure 1 below illustrates the proposed development project trips on the area roadways based on the ITE manual rates in Table 1. This memorandum provides an estimate of traffic volumes for the site. The actual traffic volumes may vary.

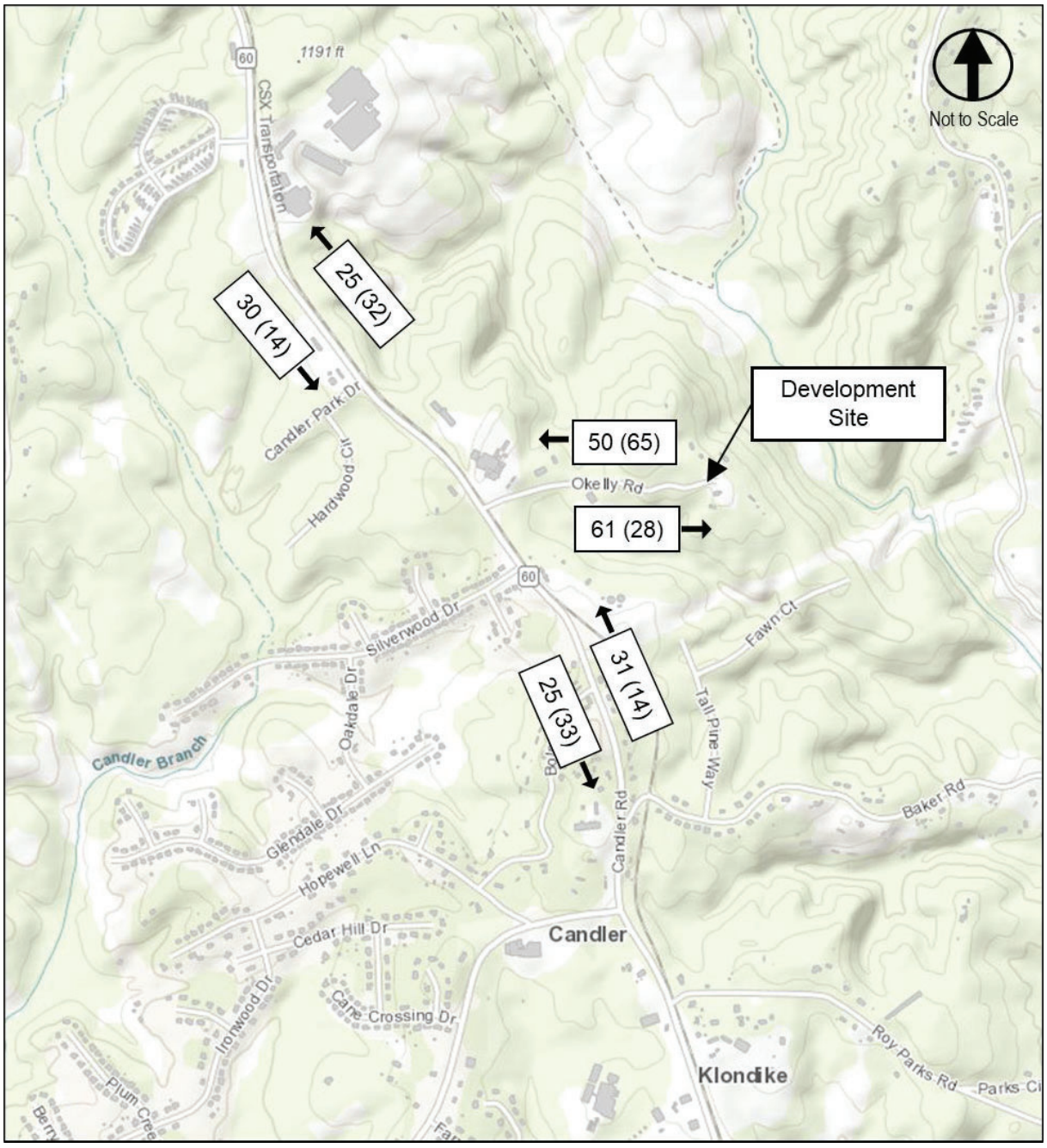


Figure 1: Estimated project trips on area roadways based on ITE Manual Rates

2400 O'Kelly Road Development

Traffic Impact Study

Prepared for:
Project Turbo, LLC

Prepared by:
KCI Technologies Inc.
2160 Satellite Boulevard, Suite 130
Duluth, GA 30097
www.kci.com
678.990.6200

September 2025



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September 2025

GEORGIA
REGISTERED
No. 030653
PROFESSIONAL
ENGINEER
ANDREW J. ANTWEILER

9/2/2025



Executive Summary

The purpose of this study is to evaluate the potential traffic impacts of the proposed 2400 O'Kelly Road development along O'Kelly Road in Hall County. Based on the overall site plan, the development will include up to a 900,000 square foot data center separated into three buildings. The concept plan (see Appendix B) for the development illustrates the conditions in the study area, including the proposed development and the proposed site driveway located at the end of O'Kelly Road.

The project driveway volumes were calculated based on the Institute of Transportation Engineers' (ITE) Trip Generation Manual, Twelfth Edition. The most applicable ITE land use (LU) codes is LU 160 (Data Center). In August ITE published the newest update, which included revisions to the LU 160 data. The new trip rates are based on 16 sites (daily), 20 sites (AM), and 19 sites (PM). The sites were surveyed in the 2010s and 2020s. The estimated total project volumes are 567 vehicles per day (284 entering and 283 exiting), 55 vehicles during the AM peak hour (39 entering and 16 exiting) and 45 vehicles during the PM peak hour (9 entering and 36 exiting).

The revised ITE estimated development volumes may still represent a conservatively high estimate of project traffic compared to the actual anticipated traffic volumes. The site will generate trips from employees managing the data centers with limited additional trips. Information from the client indicates the development is expected to employ 100 employees in shifts over a 24-hour period. Therefore, the expected number of site trips may be lower than the ITE rates.

The traffic impact study network consisted of one intersection that provides access to the development. The study intersection was SR 60 at O'Kelly Road. For the purposes of the traffic study, the analysis included the expected completion (build-out) of the development by year 2032. This study performed an analysis of existing traffic conditions and future traffic conditions. The future conditions analysis was performed for the year 2032 No-Build Conditions and the year 2032 Build Conditions.

Capacity Results

The results of the traffic analysis indicate the study intersection is currently operating at acceptable levels of service LOS C during the AM peak hour and LOS B during the PM peak hour. In the future year 2032, the no-build conditions indicated the intersection will continue to operate at acceptable levels of service D during the AM peak hour and LOS B during the PM peak hour. In the future year 2032, the build conditions (with the proposed 2400 O'Kelly Road development) indicated the intersection will continue to operate at acceptable levels of service D during the AM peak hour and LOS E during the PM peak hour. It is not uncommon for side-street stop control approaches to have high average vehicle delay due to high through volumes along the main road. Vehicles will have to wait to find gaps in traffic before entering SR 60 during the PM peak hour.

Recommendations

Recommendations for access for the proposed development are based on existing conditions, the proposed development use, and expected traffic volumes. Access to the development is proposed at one site driveway located at the end of O'Kelly Road. Based on the traffic analysis at the study intersection of SR 60 at O'Kelly Road, the current lane configuration and side-street stop control is expected to be sufficient to accommodate the proposed development traffic volumes.

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Figure 3 – Existing Site Conditions

Figure 4 – Existing Traffic Conditions

Figure 5 – Future Build (Year 2032) Conditions

B: Concept Plan

C: Traffic Count Data

D: GDOT Traffic Data

E: Intersection Volume Development

F: Capacity Analysis Reports

1. Existing Conditions

1.1 Site Conditions

The proposed development is located on undeveloped property. **Figure 1** provides a general location map. **Figure 2** is an aerial that shows the site location and the proposed site driveway (Figures included in Appendix A). Access to the property is proposed to be provided at one location at the end of O'Kelly Road (The concept plan is included in Appendix B). Nearby land uses are general industrial.

1.2 Roadway Conditions

SR 60 is a two-lane roadway with a 45 mph posted speed limit. Horizontal and vertical curvature is common throughout its entire length. SR 60 is a north-south oriented roadway. GDOT classifies SR 60 as a minor arterial roadway. A railroad follows SR 60 along the east side of the roadway with a significant ditch for stormwater management in between the roadway and the railroad.

O'Kelly Road is a two-lane roadway, with a 25 mph posted speed limit. O'Kelly Road is an east-west oriented roadway with a west approach. GDOT classifies O'Kelly Road as a local roadway and acts as a driveway entrance for Ampro Productions. The roadway has mostly grassed shoulders on both sides.

The study intersection, SR 60 at O'Kelly Road, is a side-street stop-controlled with a single lane per approach. SR 60 is considered the main roadway within the study area, while O'Kelly Road is considered the side-street. **Figure 3** provides field images of the intersection conditions (Figure included in Appendix A).

1.3 Traffic Volumes

Traffic counts were collected on Wednesday, August 20, 2025, for use in the traffic analysis. Hall County public schools were in session. The traffic data collected included intersection turning movement counts at the following locations during the 7-9AM and 4-6PM peak periods.

1. SR 60 at O'Kelly Road

Historical traffic volume data available from the GDOT TADA source were utilized to inform the annual growth factor. The location is indicated in Appendix D. The locations are:

- GDOT Count Station #139-0303 located on SR 60, north of O'Kelly Road.
- GDOT Count Station #139-0301 located on SR 60, south of O'Kelly Road.

1.4 Crash Review

Crash history was reviewed for the investigation of possible intersection adaptations. From January 1, 2014 to December 31, 2024, two crashes occurred within the intersection. A semi-truck turning left onto O'Kelly Rd with oncoming traffic caused crash #1 with a rear end of two cars traveling northbound. Crash #2 occurred from a car slowing down to make a left onto O'Kelly Rd and the second car failing to stop causing a rear end crash. Both crashes within this intersection were caused by behavioral issues of drivers following too closely; therefore, the crash data does not support a change within the intersection.

2. Future Conditions

2.1 Future No-Build Traffic Volumes

Future No-Build traffic volumes were developed by reviewing the historical traffic volumes roadways within the vicinity of the project and historic population growth in the county. Two nearby GDOT count stations were evaluated to determine a growth rate. The annual historic compound growth rate at the GDOT count stations averaged 3.31% per year. Hall County's population growth rate was most recently reported as 2.0% per year in 2020. The Governor's Office of Planning and Budget developed population projections which indicated an estimated growth of 1.05% per year by 2032 in Hall County.

Considering this data, a 2.0% per year growth rate to account for background traffic volume growth was used in the traffic study. For the purposes of this study the proposed development is expected to be completed and opened by 2032. A 2.0% per year growth rate was applied to the 2025 existing volumes to calculate year 2032 No-Build traffic volumes. The 2032 No-Build traffic volumes are indicated in the Intersection Volume Development tables included in the Appendix E.

2.2 Future Roadway Conditions

A review of Georgia DOT and Hall County planned and programmed transportation projects was performed. One planned roadway project was located near the development site. Per the Gainesville-Hall MPO, a roadway widening project is planned for long-term (year 2055+) along SR 60, from CR 711/Lee Land Road to I-985. The roadway project limits are north of the study intersection at O'Kelly Road.

3. Proposed Development Traffic

Project traffic was calculated for the proposed development. Project traffic is defined as the vehicular trips expected to be generated by the development and distributed over the roadway network.

3.1 Trip Generation

The project driveway volumes were calculated based on the Institute of Transportation Engineers' (ITE) Trip Generation Manual, Twelfth Edition. The development proposes a total of 900,000 square feet of buildings for data center use. The most applicable ITE land use (LU) codes is LU 160 (Data Center). Due to the development type, pass-by reductions and internal capture reductions were not included for the traffic analysis. **Table 1** below summarizes the trips expected daily, during the AM peak hour and during the PM peak hour for the development.

Table 1: Proposed Site Trip Generation

Land Use (ITE Code)	Units	Daily Trips	AM Peak Hour			PM Peak Hour		
		Two-Way Total	Enter	Exit	Total	Enter	Exit	Total
Data Center (160)	900,000 SF	567	39	16	55	9	36	45
Total Driveway Trips		567	39	16	55	9	36	45

In August ITE published the newest update, which included revisions to the LU 160 data. The new trip rates are based on 16 sites (daily), 20 sites (AM), and 19 sites (PM). The sites were surveyed in the 2010s and 2020s. The revised ITE estimated development volumes may still represent a conservatively high estimate of project traffic compared to the actual anticipated traffic volumes. The site will generate trips from employees managing the data centers with limited additional trips. Information from the client indicates the development is expected to employ 100 employees in shifts over a 24-hour period. Therefore, the expected number of site trips may be lower than the ITE rates.

3.2 Trip Distribution and Assignment

An overall trip distribution and assignment of project trips was based on existing traffic patterns and a review of land uses and the street network in the area. This information was used to apply the project traffic volumes at the study intersection with development driveway.

The directional distribution for the proposed development is estimated to be:

- Residential use:
  - 50% to/from the south along SR 60
  - 50% to/from the north along SR 60

3.3 Future Build Traffic Volumes

The 2032 future Build traffic volumes were calculated by adding the proposed development traffic volumes to the projected year 2032 No-Build traffic volumes. **Figure 5** (in Appendix A) illustrates the year 2032 Build traffic volumes.

4. Capacity Analysis

Capacity analysis was performed at the study intersections for the weekday AM and PM peak hours. Intersection Level of Service (LOS) was calculated based on the methodologies contained in the Highway Capacity Manual, 7th Edition. The Synchro Studio software, which utilizes the HCM 7th Edition methodology, was utilized to perform the analyses.

Capacity is defined as the maximum number of vehicles that can pass over a particular road segment or through a particular intersection within a specified period under prevailing roadway, traffic, and control conditions. Level of service (LOS) is used to describe the operating characteristics of a road segment or intersection in relation to its capacity. LOS is defined as a qualitative measure that describes operational conditions and motorist's perceptions. The Highway Capacity Manual defines six levels of service, LOS A through LOS F. Level of service A indicates excellent operations with little delay to motorists, while level of service F indicates extremely long delay.

Level of service for unsignalized intersections is calculated for the average control delay incurred for vehicles on the stop control approach, compared to the average control delay per vehicle for all approaches at a signalized intersection. Control delay for vehicles include initial deceleration delay, queue move-up time, stopped delay, and final acceleration delay. **Table 2** below indicates the relationship between delay and LOS for signalized and unsignalized intersections, respectively. Level-of-service "E" is typically considered to be the limit of acceptable delay.

Several factors affect the controlled delay for unsignalized intersections, including the availability of gaps in the cross-street traffic, and acceptable gap time to make the movement from the stop position. For stop-control intersections, LOS E and F exist when there are insufficient gaps in traffic, resulting in long delays. Low level of service for stop-control approaches are not uncommon at major cross-streets.

Table 2: Level of Service Criteria

Level of Service	Average Control Delay Per Vehicle (sec)	
	Signalized Intersection	Unsignalized Intersection
A	≤10	≤10
B	>10 and ≤20	>10 and ≤15
C	>20 and ≤35	>15 and ≤25
D	>35 and ≤55	>25 and ≤35
E	>55 and ≤80	>35 and ≤50
F	>80	>50

4.1 Existing Conditions Capacity Analysis

Capacity analysis was performed for the year 2025 traffic volumes and the existing roadway conditions. The existing traffic conditions are illustrated in **Figure 4**. **Table 3** summarizes the results of the capacity analysis.

Table 3: Existing Year (2025) Level of Service

Intersection	Intersection Control	Approach	AM Peak Hour LOS (Delay*)	PM Peak Hour LOS (Delay*)
SR 60 at O'Kelly Rd	Stop-control	WB	C (22)	B (12)

**Average vehicle delay in seconds*

The study intersections are currently operating at an acceptable level of service during both the AM and PM peak hours.

4.2 Future No-Build Conditions Capacity Analysis

Capacity analysis was performed for the year 2032 Future Conditions and includes the No-Build traffic and the existing roadway conditions. **Table 4** summarizes the results of the capacity analysis for the Future No-Build Conditions.

Table 4: Future Year (2032) No-Build Level of Service

Intersection	Intersection Control	Approach	AM Peak Hour LOS (Delay*)	PM Peak Hour LOS (Delay*)
SR 60 at O'Kelly Rd	Stop-Control	WB	D (27)	B (12)

**Average vehicle delay in seconds*

By the 2032 Future No-Build Conditions, the study intersection is expected to continue operating acceptably.

4.3 Future Build Conditions Capacity Analysis

Capacity analysis was performed for the year 2032 Future Conditions and includes the No-Build traffic volumes plus the proposed development volumes. The Build traffic conditions and volumes are illustrated in **Figure 5**. **Table 5** summarizes the results of the capacity analysis.

Table 5: Future Year (2032) Build Level of Service				
Intersection	Intersection Control	Approach	AM Peak Hour LOS (Delay*)	PM Peak Hour LOS (Delay*)
SR 60 at O'Kelly Rd	Stop-control	WB	D (29)	E (45)

**Average vehicle delay in seconds*

By the 2032 Future Build Conditions, the study intersection is expected to operate at an acceptable level of service during the AM peak hour and PM peak hours. It is not uncommon for side-street stop control approaches to have high average vehicle delay due to high through volumes along the main road. Vehicles will have to wait to find gaps in traffic before entering SR 60.

4.4 Turn Lane Analysis at Study Intersection

Hall County follows Georgia DOT guidelines regarding turn lanes at development site driveways. Although the study intersection is not the site driveway, the Georgia DOT Driveway and Encroachment Control Manual was reviewed for the study intersection of SR 60 at O'Kelly Road. The GDOT driveway manual, Section 4I, Auxiliary Turn Lanes, provides minimum volumes requiring right-turn or left-turn deceleration lanes. The year 2032 Build traffic volumes were compared to the Georgia DOT driveway requirements for right-turn and left-turn deceleration lanes. The average daily traffic volume along SR 60 is greater than 6,000 according to GDOT's historical count station TADA data.

Right-Turn Deceleration Lane Criteria

Based on the 45 mph speed limit, two-lane roadway, and greater than 6,000 ADT (Average Daily Traffic) on SR 60, Table 4-6 indicates a dedicated right-turn lane is required if there are at least 150 vehicles turning right into the site within a day. The estimated daily northbound right-turn volume entering O'Kelly Rd is the following:

- O'Kelly Rd: 284 daily entering trips x 50% distribution = 142 daily right-turning trips

Based on the expected trip distribution and assignment, the intersection does not meet the GDOT criteria to install a left-turn lane at the proposed driveway.

Left-Turn Lane Criteria

Based on the 45 mph speed limit, two-lane roadway, and more than 6,000 ADT on SR 60, Table 4-7a indicates a dedicated left-turn lane is required if there are at least 250 vehicles turning left into the site within a day. The estimated daily southbound left-turn volume entering O'Kelly Rd is the following:

- O'Kelly Rd: 284 daily entering trips x 50% distribution = 142 daily right-turning trips

Based on the expected trip distribution and assignment, the intersection does not meet the GDOT criteria to install a left-turn lane at the proposed driveway.

5. Recommendations

Recommendations for access for the proposed development are based on existing conditions, the proposed development use, and expected traffic volumes. Access to the development is proposed at one site driveway located at the end of O'Kelly Road.

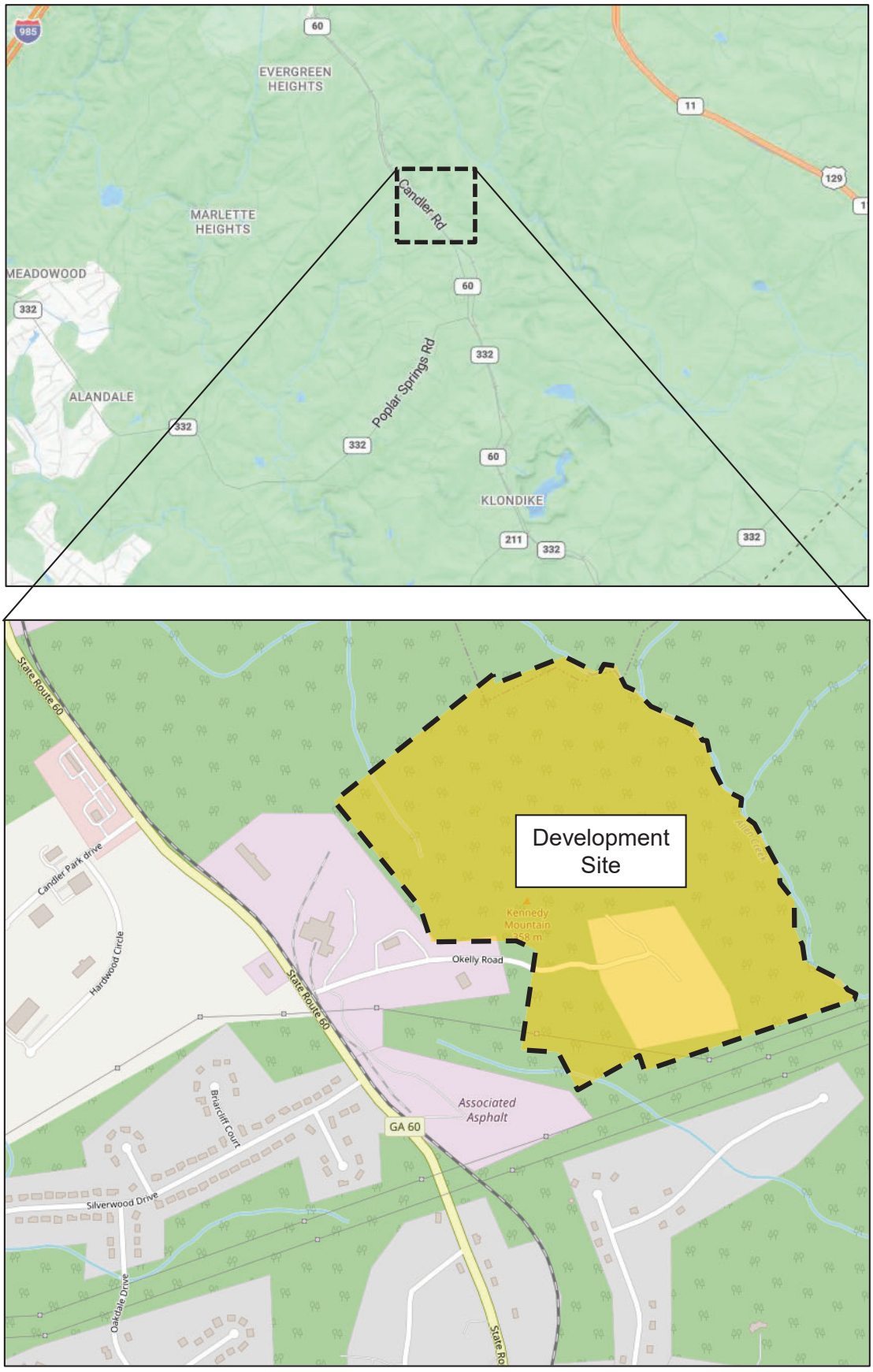
Based on the traffic analysis at the study intersection of SR 60 at O'Kelly Road, the current lane configuration and side-street stop control is expected to be sufficient to accommodate the proposed development traffic volumes.

Appendices

- Appendix A
  - Figures
- Appendix B
  - Concept Plan
- Appendix C
  - Traffic Count Data
- Appendix D
  - GDOT Traffic Data
- Appendix E
  - Intersection Volume Development
- Appendix F
  - Capacity Analysis Reports

Appendix A

Figures



Not to Scale

KCI TECHNOLOGIES	**Traffic Impact Study 2400 O'Kelly Road Hall County, Georgia**	**Location Map**	**Figure 1**

Legend:
Study Intersection



Not to Scale

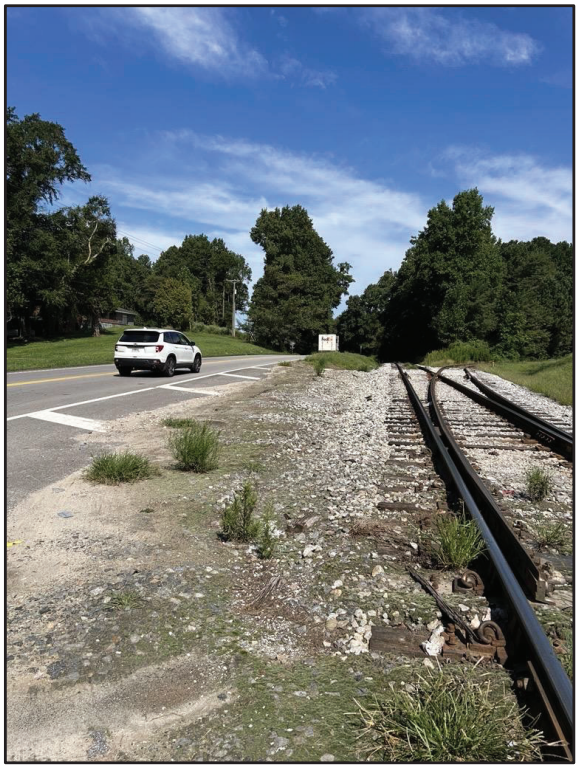
KCI TECHNOLOGIES

Traffic Impact Study
2400 O'Kelly Road
Hall County, Georgia

Aerial & Access Locations

Figure 2

SR 60 North Approach



SR 60 South Approach



O'Kelly Rd East Approach



Field Visit Notes:

- Railroad located on east side of SR 60
- Minor hump on O'Kelly Rd at railroad crossing however does not impede traffic flow

Not to Scale

KCI TECHNOLOGIES	**Traffic Impact Study 2400 O'Kelly Road Hall County, Georgia**	**Existing Site Conditions**	**Figure 3**

LEGEND:

- ← Existing Roadway Laneage
- XX AM Peak Hour Traffic Volumes
- (XX) PM Peak Hour Traffic Volumes



Not to Scale

KCI TECHNOLOGIES

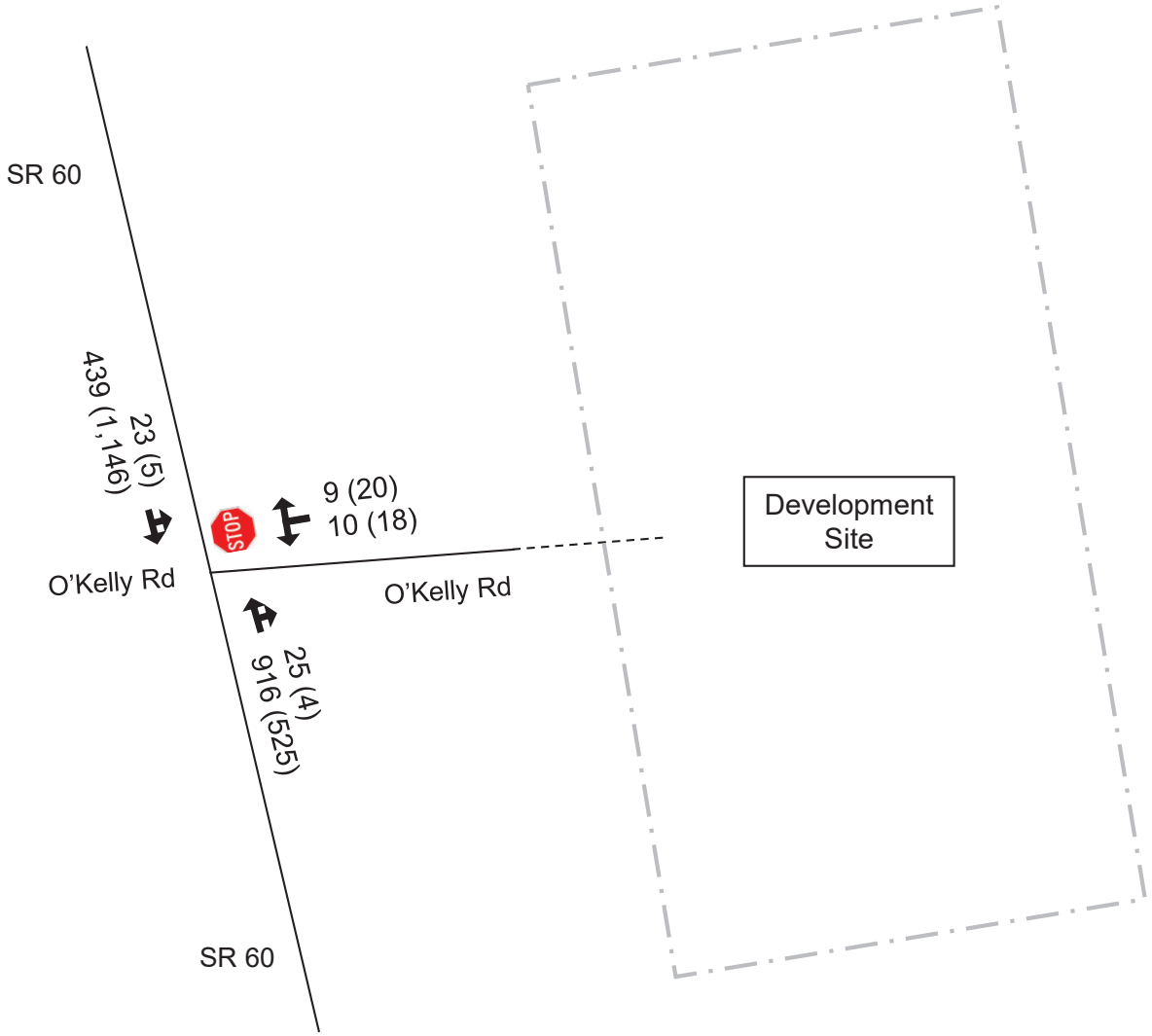
Traffic Impact Study
2400 O'Kelly Road
Hall County, Georgia

Existing Traffic Conditions

Figure 4

LEGEND:

- ← Existing Roadway Laneage
- XX AM Peak Hour Traffic Volumes
- (XX) PM Peak Hour Traffic Volumes



Not to Scale

KCI TECHNOLOGIES

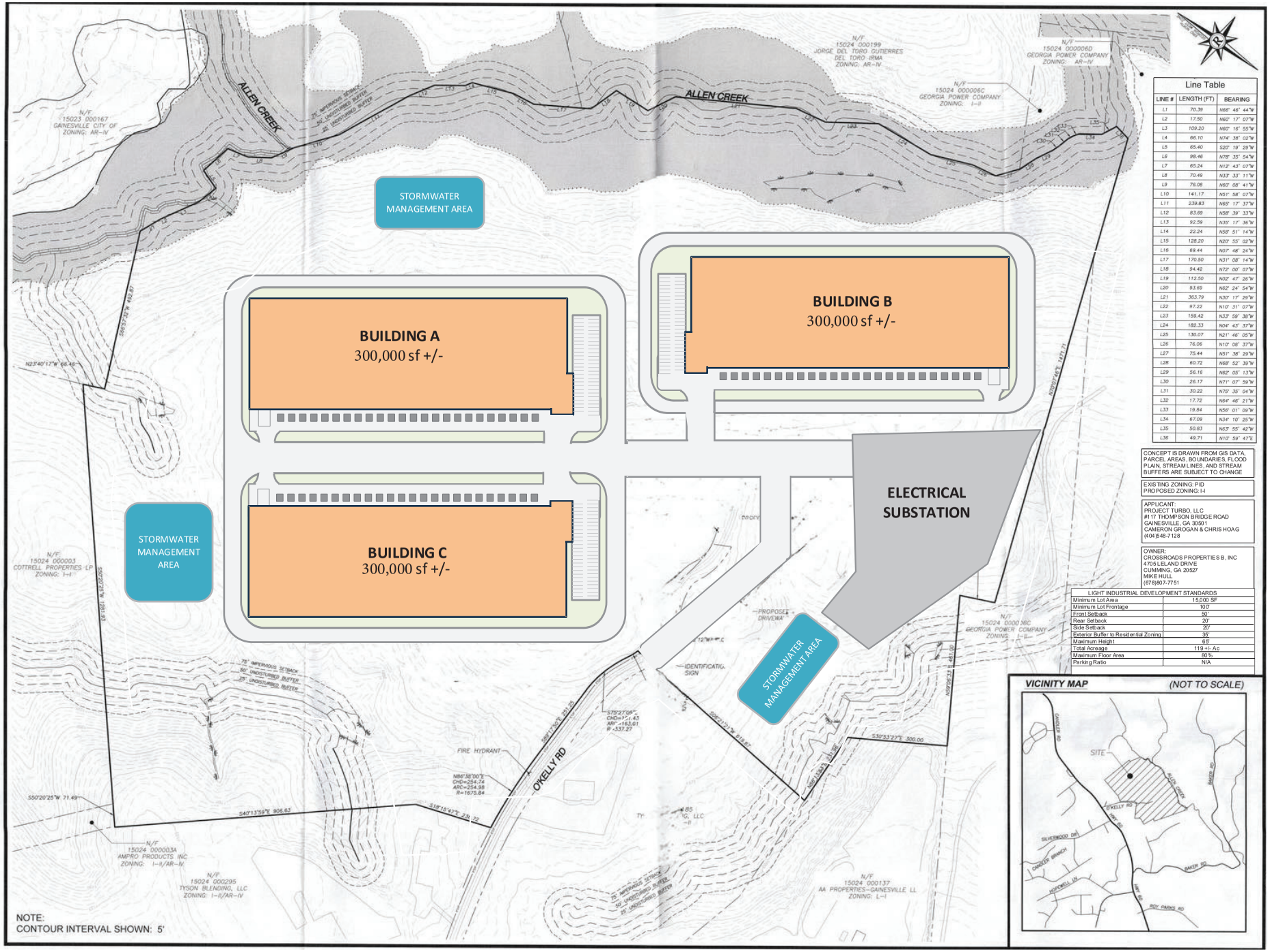
Traffic Impact Study
2400 O'Kelly Road
Hall County, Georgia

Future Build (Year 2032) Conditions

Figure 5

Appendix B

Concept Plan



Line Table		
LINE #	LENGTH (FT)	BEARING
L1	70.39	N66° 46' 44"W
L2	17.50	N60° 17' 07"W
L3	109.20	N60° 16' 55"W
L4	66.10	N74° 38' 02"W
L5	65.40	S20° 19' 29"W
L6	98.46	N78° 35' 54"W
L7	65.24	N12° 43' 07"W
L8	70.49	N33° 33' 11"W
L9	76.08	N60° 08' 41"W
L10	141.17	N51° 58' 07"W
L11	239.83	N65° 17' 37"W
L12	83.69	N58° 39' 33"W
L13	92.59	N35° 17' 36"W
L14	22.24	N58° 51' 14"W
L15	128.20	N20° 55' 02"W
L16	69.44	N07° 48' 24"W
L17	170.50	N31° 08' 14"W
L18	94.42	N72° 00' 07"W
L19	112.50	N02° 47' 26"W
L20	93.69	N62° 24' 54"W
L21	363.79	N30° 17' 29"W
L22	97.22	N10° 31' 07"W
L23	159.42	N33° 59' 38"W
L24	182.33	N04° 43' 37"W
L25	130.07	N21° 46' 05"W
L26	76.06	N10° 08' 37"W
L27	75.44	N51° 38' 29"W
L28	60.72	N68° 52' 39"W
L29	56.16	N62° 05' 13"W
L30	26.17	N71° 07' 59"W
L31	30.22	N75° 35' 04"W
L32	17.72	N64° 46' 21"W
L33	19.84	N56° 01' 09"W
L34	67.09	N34° 10' 25"W
L35	50.83	N63° 55' 42"W
L36	49.71	N10° 59' 47"E

CONCEPT IS DRAWN FROM GIS DATA. PARCEL AREAS, BOUNDARIES, FLOOD PLAIN, STREAM LINES, AND STREAM BUFFERS ARE SUBJECT TO CHANGE

EXISTING ZONING: PID
PROPOSED ZONING: I-I

APPLICANT:
PROJECT TURBO, LLC
#117 THOMPSON BRIDGE ROAD
GAINESVILLE, GA 30501
CAMERON GROGAN & CHRIS HOAG
(404)548-7128

OWNER:
CROSSROADS PROPERTIES B, INC
4705 LELAND DRIVE
CUMMING, GA 20527
MIKE HULL
(678)807-7751

LIGHT INDUSTRIAL DEVELOPMENT STANDARDS	
Minimum Lot Area	15,000 SF
Minimum Lot Frontage	100'
Front Setback	50'
Rear Setback	20'
Side Setback	20'
Exterior Buffer to Residential Zoning	35'
Maximum Height	65'
Total Acreage	119 +/- Ac
Maximum Floor Area	80%
Parking Ratio	N/A

VICINITY MAP (NOT TO SCALE)

Appendix C

Traffic Count Data

Peak Hour Turning Movement Count

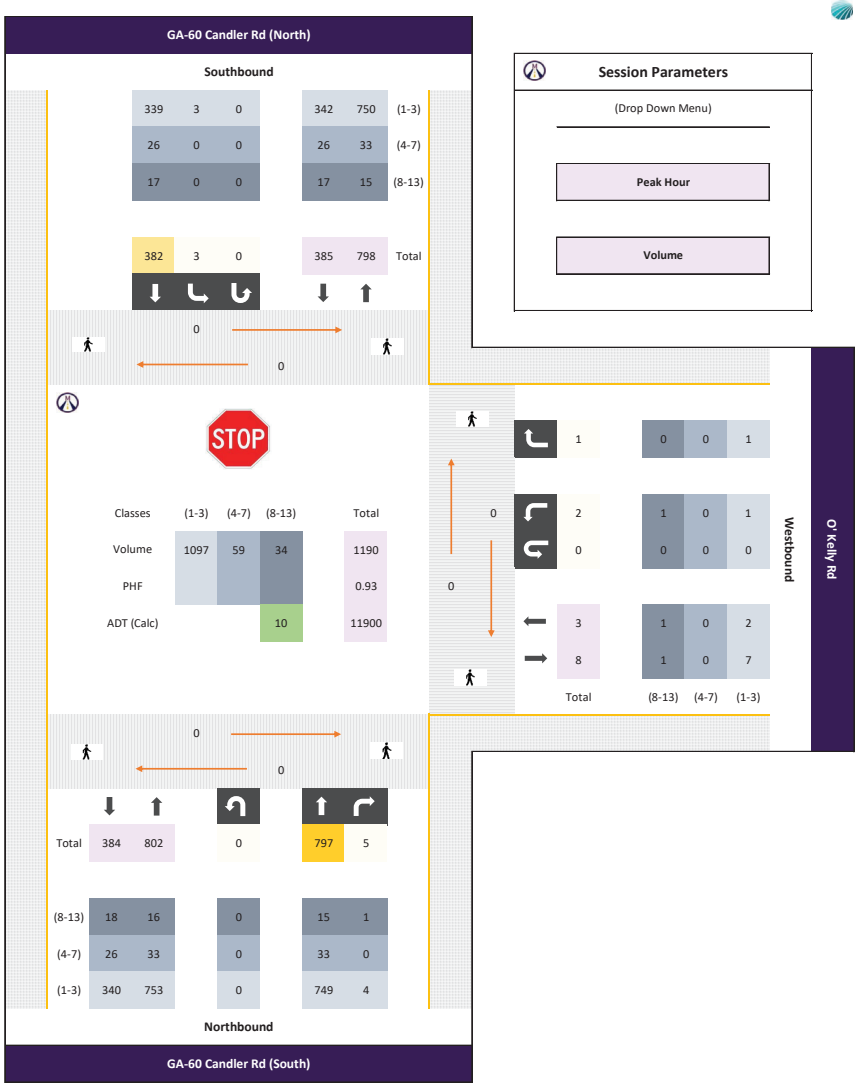
Hall County, GA

Click here for Map

Marr Traffic DATA COLLECTION
www.marrtraffic.com

Wednesday, August 20, 2025		
	Fair	79°F
Period	0700 - 0900	APPLY
Peak Hour	0700 - 0800	APPLY
Global PH	0700 - 0800	APPLY

* the Peak Hour Diagram does not include bicycles



Peak Hour Turning Movement Count

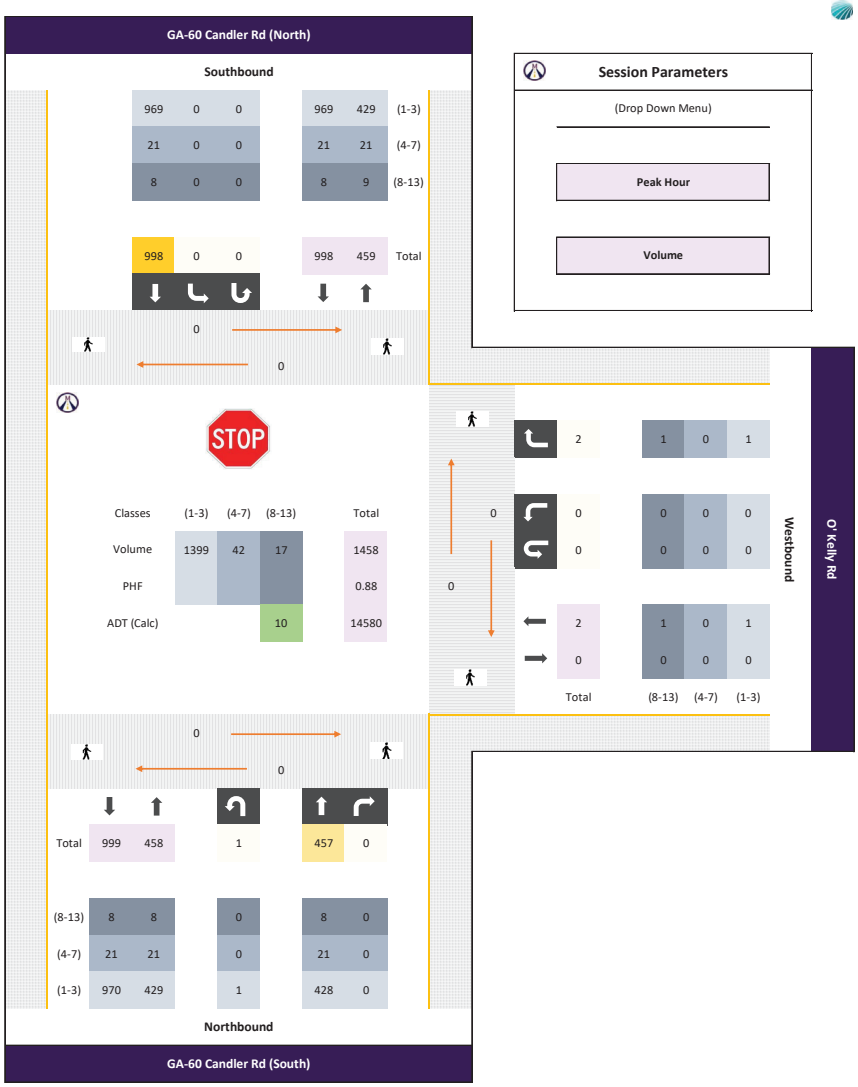
Hall County, GA

Marr Traffic DATA COLLECTION
www.marrtraffic.com

Click here for Map

Wednesday, August 20, 2025		
Fair		79°F
Period	1600 - 1800	APPLY
Peak Hour	1700 - 1800	APPLY
Global PH	1700 - 1800	APPLY

* the Peak Hour Diagram does not include bicycles

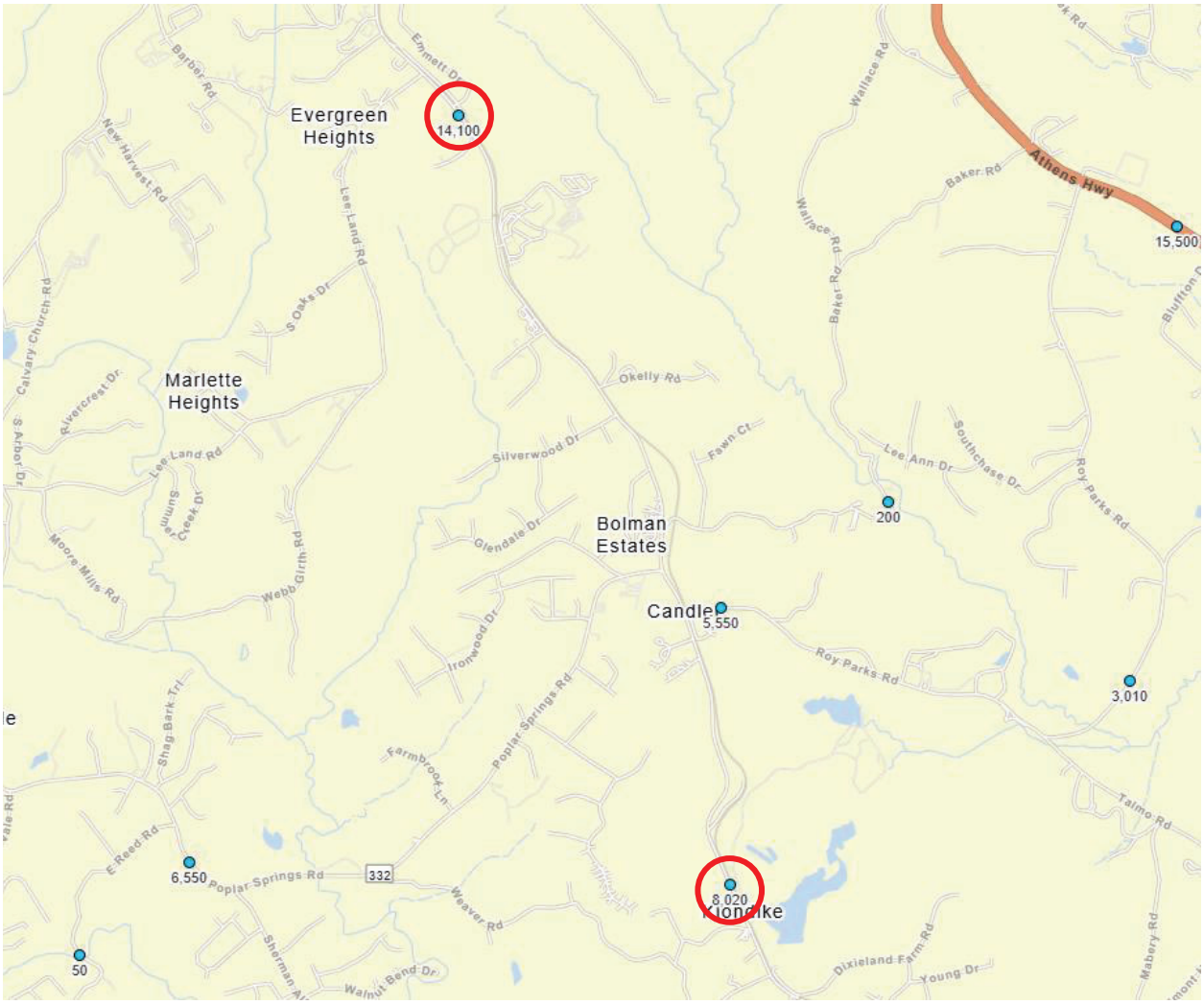


Start Date: 8/20/2025		Eastbound			O' Kelly Rd Westbound			GA-60 Candler Rd (South) Northbound			GA-60 Candler Rd (North) Southbound			
Time	**EBL**	**EBT**	**EBR**	**WBL**	**WBT**	**WBR**	**NBL**	**NBT**	**NBR**	**SBL**	**SBT**	**SBR**	**Total**
15 Minute Totals													
12:00 AM - 12:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
12:15 AM - 12:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
12:30 AM - 12:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
12:45 AM - 01:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00 AM - 01:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
01:15 AM - 01:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
01:30 AM - 01:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
01:45 AM - 02:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00 AM - 02:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
02:15 AM - 02:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
02:30 AM - 02:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
02:45 AM - 03:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00 AM - 03:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
03:15 AM - 03:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
03:30 AM - 03:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
03:45 AM - 04:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00 AM - 04:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
04:15 AM - 04:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
04:30 AM - 04:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
04:45 AM - 05:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
05:00 AM - 05:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
05:15 AM - 05:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
05:30 AM - 05:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
05:45 AM - 06:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
06:00 AM - 06:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
06:15 AM - 06:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
06:30 AM - 06:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
06:45 AM - 07:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
07:00 AM - 07:15 AM	0	0	0	1	0	1	0	182	1	1	96	0	282
07:15 AM - 07:30 AM	0	0	0	0	0	0	0	199	1	0	98	0	298
07:30 AM - 07:45 AM	0	0	0	1	0	0	0	228	1	0	91	0	321
07:45 AM - 08:00 AM	0	0	0	0	0	0	0	188	2	2	97	0	289
08:00 AM - 08:15 AM	0	0	0	0	0	0	0	161	0	3	85	0	249
08:15 AM - 08:30 AM	0	0	0	1	0	0	0	156	2	1	101	0	261
08:30 AM - 08:45 AM	0	0	0	1	0	0	0	156	1	0	76	0	234
08:45 AM - 09:00 AM	0	0	0	1	0	1	0	117	1	1	87	0	208
09:00 AM - 09:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
09:15 AM - 09:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
09:30 AM - 09:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
09:45 AM - 10:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00 AM - 10:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
10:15 AM - 10:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
10:30 AM - 10:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
10:45 AM - 11:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00 AM - 11:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:15 AM - 11:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:30 AM - 11:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:45 AM - 12:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
12:00 PM - 12:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
12:15 PM - 12:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
12:30 PM - 12:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
12:45 PM - 01:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00 PM - 01:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
01:15 PM - 01:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
01:30 PM - 01:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
01:45 PM - 02:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00 PM - 02:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
02:15 PM - 02:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
02:30 PM - 02:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
02:45 PM - 03:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00 PM - 03:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
03:15 PM - 03:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
03:30 PM - 03:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
03:45 PM - 04:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00 PM - 04:15 PM	0	0	0	1	0	2	0	79	0	0	191	0	273
04:15 PM - 04:30 PM	0	0	0	0	0	2	0	114	0	1	208	0	325
04:30 PM - 04:45 PM	0	0	0	0	0	1	0	115	0	0	216	0	332
04:45 PM - 05:00 PM	0	0	0	1	0	0	0	77	0	0	221	0	299
05:00 PM - 05:15 PM	0	0	0	0	0	2	0	98	0	0	285	0	385
05:15 PM - 05:30 PM	0	0	0	0	0	0	0	128	0	0	287	0	415
05:30 PM - 05:45 PM	0	0	0	0	0	0	0	107	0	0	220	0	327
05:45 PM - 06:00 PM	0	0	0	0	0	0	0	124	0	0	206	0	330
06:00 PM - 06:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
06:15 PM - 06:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
06:30 PM - 06:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
06:45 PM - 07:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
07:00 PM - 07:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
07:15 PM - 07:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
07:30 PM - 07:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
07:45 PM - 08:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
08:00 PM - 08:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
08:15 PM - 08:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
08:30 PM - 08:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
08:45 PM - 09:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
09:00 PM - 09:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
09:15 PM - 09:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
09:30 PM - 09:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
09:45 PM - 10:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00 PM - 10:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
10:15 PM - 10:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
10:30 PM - 10:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
10:45 PM - 11:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00 PM - 11:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:15 PM - 11:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:30 PM - 11:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:45 PM - 12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0

Appendix D

GDOT Traffic Data

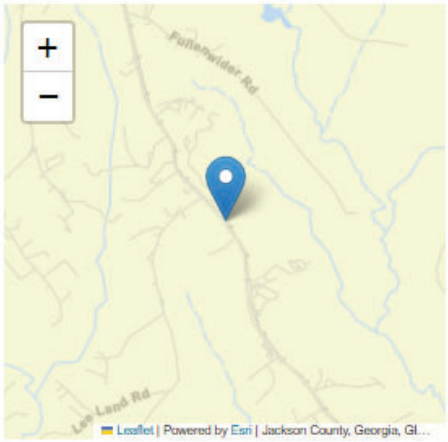
Location Map of GDOT Count Stations



0000139_0303 - 139-0303 - CRY 075500 R

County: Hall
Route number: 00006000
LRS section: 1391006000
Functional class: 4U - Minor Arterial (Urban)
Coordinates: 34.2388542921556, -83.7967603300136

Site Data



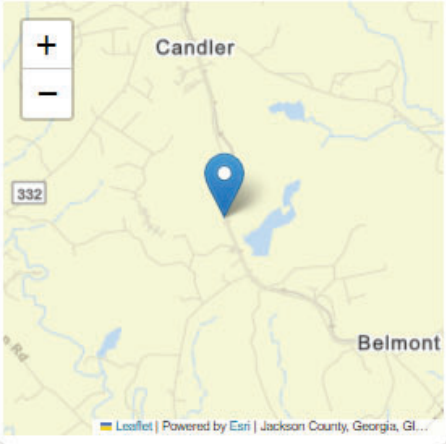
Count History

Year	Month	Count type	Duration	Count	ADT
2025	April	Class	48 hours	32,693	16,346
2021	July	Class	48 hours	28,902	14,451
2019	January	Class	48 hours	25,716	12,858
2015	June	Class	48 hours	22,637	11,318
2011	September	Class	48 hours	20,415	10,208
2010	January	Class	48 hours	18,319	9,160

0000139_0301 - 139-0301 - CRT 067100 L

County: Hall
Route number: 00006000
LRS section: 1391006000
Functional class: 5U - Major Collector (Urban)
Coordinates: 34.19701991, -83.77895191

Site Data



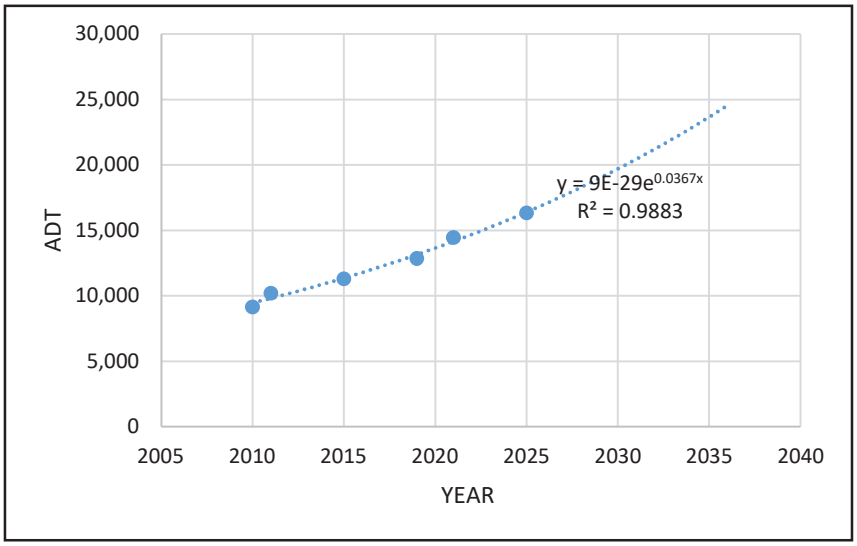
Count History

Year	Month	Count type	Duration	Count	ADT
2025	April	Class	48 hours	19,035	9,518
2022	April	Volume	48 hours	17,434	8,717
2019	December	Volume	48 hours	15,411	7,706
2018	May	Class	48 hours	13,263	6,632
2016	July	Volume	48 hours	11,164	5,582
2014	April	Volume	48 hours	11,480	5,740
2012	January	Volume	48 hours	9,102	4,551

Count Station: GDOT #139-0303
Street: SR 60
Location: North of O'kelly Rd
Source: GDOT

YEAR	ADT	TREND
2010	9,160	9500
2011	10,208	9800
2012		10200
2013		10600
2014		10900
2015	11,318	11400
2016		11800
2017		12200
2018		12700
2019	12,858	13200
2020		13600
2021	14,451	14200
2022		14700
2023		15200
2024		15800
2025	16,346	16400
2026		17000
2027		17600
2028		18300
2029		19000
2030		19700
2031		20400
2032		21200
2033		22000
2034		22800
2035		23700
2036		24600

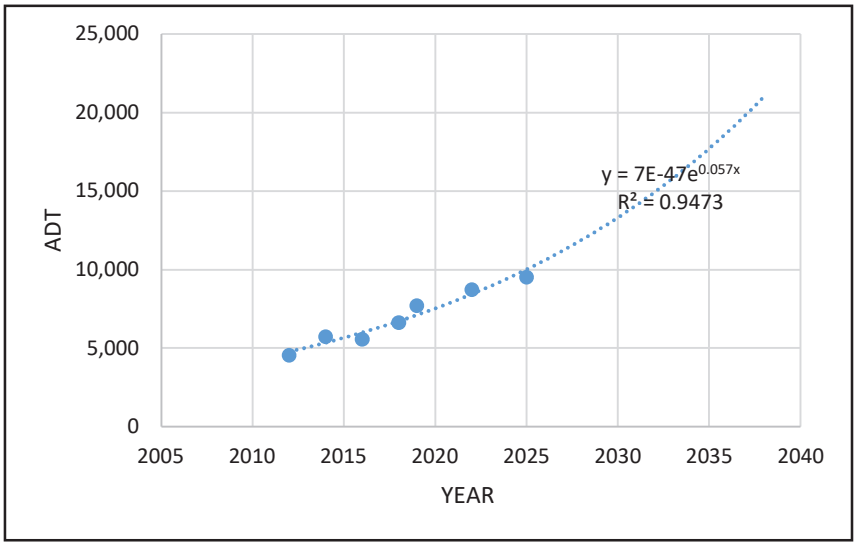
16-Years of Count Data
Trend Annual Historic Compound Growth Rate
3.73%



Count Station: GDOT #139-0301
Street: SR 60
Location: South of O'kelly Rd
Source: GDOT

YEAR	ADT	TREND
2012	4,551	4800
2013		5100
2014	5,740	5300
2015		5700
2016	5,582	6000
2017		6300
2018	6,632	6700
2019	7,706	7100
2020		7500
2021		8000
2022	8,717	8400
2023		8900
2024		9500
2025	9,518	10000
2026		10600
2027		11200
2028		11900
2029		12600
2030		13300
2031		14100
2032		14900
2033		15800
2034		16700
2035		17700
2036		18700
2037		19800
2038		21000

14-Years of Count Data
Trend Annual Historic Compound Growth Rate
5.91%



Appendix E

Intersection Volume Development

Traffic Impact Study
Project Turbo Traffic Impact Study
Intersection Traffic Volumes

Intersection: #1 - SR 60 and O'Kelly Rd

A.M. PEAK HOUR

Condition	SR 60 Northbound			SR 60 Southbound			n/a Eastbound			O'Kelly Rd Westbound		
	L	T	R	L	T	R	L	T	R	L	T	R
Existing Volumes (2025)	0	797	5	3	382	0	0	0	0	2	0	1
Annual Growth Rate	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
Growth Factor	1.149	1.149	1.149	1.149	1.149	1.149	1.149	1.149	1.149	1.149	1.149	1.149
No-Build Condition (2032)	0	916	6	3	439	0	0	0	0	2	0	1
Trip Distribution IN			50%	50%								
Trip Distribution OUT										50%		50%
Development Trips	0	0	19	20	0	0	0	0	0	8	0	8
Total Project Trips	0	0	19	20	0	0	0	0	0	8	0	8
Buildout Total (2032)	0	916	25	23	439	0	0	0	0	10	0	9

P.M. PEAK HOUR

Condition	SR 60 Northbound			SR 60 Southbound			n/a Eastbound			O'Kelly Rd Westbound		
	L	T	R	L	T	R	L	T	R	L	T	R
Existing Volumes (2025)	0	457	0	0	998	0	0	0	0	0	0	2
Annual Growth Rate	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
Growth Factor	1.149	1.149	1.149	1.149	1.149	1.149	1.149	1.149	1.149	1.149	1.149	1.149
No-Build Condition (2032)	0	525	0	0	1,146	0	0	0	0	0	0	2
Trip Distribution IN			50%	50%								
Trip Distribution OUT										50%		50%
Development Trips	0	0	4	5	0	0	0	0	0	18	0	18
Total Project Trips	0	0	4	5	0	0	0	0	0	18	0	18
Buildout Total (2032)	0	525	4	5	1,146	0	0	0	0	18	0	20

Appendix F

Capacity Analysis Reports

Existing Conditions – Year 2025

Intersection	
Int Delay, s/veh	0.1

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	2	1	797	5	3	382
Future Vol, veh/h	2	1	797	5	3	382
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	93	93	93	93	93	93
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	2	1	857	5	3	411

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1277	860	0	0	862	0
Stage 1	860	-	-	-	-	-
Stage 2	417	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	184	356	-	-	780	-
Stage 1	415	-	-	-	-	-
Stage 2	665	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	183	356	-	-	780	-
Mov Cap-2 Maneuver	183	-	-	-	-	-
Stage 1	415	-	-	-	-	-
Stage 2	661	-	-	-	-	-

Approach	WB	NB	SB
HCM Ctrl Dly, s/v	21.75	0	0.08
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	218	14	-
HCM Lane V/C Ratio	-	-	0.015	0.004	-
HCM Ctrl Dly (s/v)	-	-	21.8	9.6	0
HCM Lane LOS	-	-	C	A	A
HCM 95th %tile Q(veh)	-	-	0	0	-

Intersection	
Int Delay, s/veh	0

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	0	2	457	0	0	998
Future Vol, veh/h	0	2	457	0	0	998
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	2	519	0	0	1134

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1653	519	0	0	519	0
Stage 1	519	-	-	-	-	-
Stage 2	1134	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	108	557	-	-	1047	-
Stage 1	597	-	-	-	-	-
Stage 2	307	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	108	557	-	-	1047	-
Mov Cap-2 Maneuver	108	-	-	-	-	-
Stage 1	597	-	-	-	-	-
Stage 2	307	-	-	-	-	-

Approach	WB	NB	SB
HCM Ctrl Dly, s/v	11.49	0	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	557	1047	-
HCM Lane V/C Ratio	-	-	0.004	-	-
HCM Ctrl Dly (s/v)	-	-	11.5	0	-
HCM Lane LOS	-	-	B	A	-
HCM 95th %tile Q(veh)	-	-	0	0	-

Future No-Build Conditions – Year 2032

Intersection	
Int Delay, s/veh	0.1

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	2	1	916	6	3	439
Future Vol, veh/h	2	1	916	6	3	439
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	93	93	93	93	93	93
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	2	1	985	6	3	472

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1467	988	0	0	991	0
Stage 1	988	-	-	-	-	-
Stage 2	478	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	141	300	-	-	697	-
Stage 1	360	-	-	-	-	-
Stage 2	623	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	140	300	-	-	697	-
Mov Cap-2 Maneuver	140	-	-	-	-	-
Stage 1	360	-	-	-	-	-
Stage 2	619	-	-	-	-	-

Approach	WB	NB	SB
HCM Ctrl Dly, s/v	26.56	0	0.07
HCM LOS	D		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	170	12	-
HCM Lane V/C Ratio	-	-	0.019	0.005	-
HCM Ctrl Dly (s/v)	-	-	26.6	10.2	0
HCM Lane LOS	-	-	D	B	A
HCM 95th %tile Q(veh)	-	-	0.1	0	-

Intersection	
Int Delay, s/veh	0

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	0	2	525	0	0	1146
Future Vol, veh/h	0	2	525	0	0	1146
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	2	597	0	0	1302

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1899	597	0	0	597	0
Stage 1	597	-	-	-	-	-
Stage 2	1302	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	76	503	-	-	980	-
Stage 1	550	-	-	-	-	-
Stage 2	255	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	76	503	-	-	980	-
Mov Cap-2 Maneuver	76	-	-	-	-	-
Stage 1	550	-	-	-	-	-
Stage 2	255	-	-	-	-	-

Approach	WB	NB	SB
HCM Ctrl Dly, s/v	12.19	0	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	503	980	-
HCM Lane V/C Ratio	-	-	0.005	-	-
HCM Ctrl Dly (s/v)	-	-	12.2	0	-
HCM Lane LOS	-	-	B	A	-
HCM 95th %tile Q(veh)	-	-	0	0	-

Future Build Conditions – Year 2032

Intersection	
Int Delay, s/veh	0.6

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	10	9	916	25	23	439
Future Vol, veh/h	10	9	916	25	23	439
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	93	93	93	93	93	93
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	11	10	985	27	25	472

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1520	998	0	0	1012	0
Stage 1	998	-	-	-	-	-
Stage 2	522	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	131	296	-	-	685	-
Stage 1	356	-	-	-	-	-
Stage 2	596	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	124	296	-	-	685	-
Mov Cap-2 Maneuver	124	-	-	-	-	-
Stage 1	356	-	-	-	-	-
Stage 2	567	-	-	-	-	-

Approach	WB	NB	SB
HCM Ctrl Dly, s/v	28.84	0	0.52
HCM LOS	D		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	171	90	-
HCM Lane V/C Ratio	-	-	0.119	0.036	-
HCM Ctrl Dly (s/v)	-	-	28.8	10.5	0
HCM Lane LOS	-	-	D	B	A
HCM 95th %tile Q(veh)	-	-	0.4	0.1	-

Intersection	
Int Delay, s/veh	1

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	18	20	525	4	5	1146
Future Vol, veh/h	18	20	525	4	5	1146
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	20	23	597	5	6	1302

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1913	599	0	0	601	0
Stage 1	599	-	-	-	-	-
Stage 2	1314	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	75	502	-	-	976	-
Stage 1	549	-	-	-	-	-
Stage 2	251	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	73	502	-	-	976	-
Mov Cap-2 Maneuver	73	-	-	-	-	-
Stage 1	549	-	-	-	-	-
Stage 2	246	-	-	-	-	-

Approach	WB	NB	SB
HCM Ctrl Dly, s/v	44.64	0	0.04
HCM LOS	E		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	133	8	-
HCM Lane V/C Ratio	-	-	0.325	0.006	-
HCM Ctrl Dly (s/v)	-	-	44.6	8.7	0
HCM Lane LOS	-	-	E	A	A
HCM 95th %tile Q(veh)	-	-	1.3	0	-

Georgia Mountains Regional Commission

DRI Review Findings

TO: Katie Greenway, Planning and Zoning Administrator
Hall County Planning and Development
Other Interested Parties

FROM: Adam Hazell, AICP, Planning Director

DATE: September 15, 2025

SUBJECT: DRI Project Review, Hall County

PROJECT: **DRI-4522,** Project Turbo

The Georgia Mountains Regional Commission (GMRC) has completed the review of the project identified above. Based on comments received and staff analysis of this project, conducted in accordance with the Georgia Department of Community Affair's Procedures for the Review of Developments of Regional Impact, the GMRC finds that the proposed action does not present any potential adverse inter-jurisdictional impacts. Please note that this finding is advisory only and assumes the project will proceed as presented to the GMRC and will comply with all applicable local, State and federal rules and regulations.

Copies of the staff review, any comments from interested stakeholders and any recommendations have been included with this memo. They should be considered and addressed by the local government in its final determination and review/permitting procedures for the finding to remain as stated.

Georgia Mountains Regional Commission

DRI **# 4522,** Project Turbo

STATEMENT OF FINDING

Based on the information provided, comments received, a review of the local comprehensive plan and prevailing DRI review criteria, the GMRC staff analysis finds that this project does not present any potential adverse interjurisdictional impacts. The finding assumes the project will proceed as presented to the GMRC and only if the project complies with all applicable local, State and federal rules and regulations and if the following advisory comments and recommendations are considered and addressed.

Summary of Staff Review

- The proposed project is a light industrial development of approximately 900,000 sf divided across three buildings. The proposed use is for a datacenter/ technology hub, with some office space as required to manage the facilities. A dedicated electrical substation would also be located on site.

- The site is located is located on the east side of Candler Road (SR 60) at O'Kelly Road in east Hall County. There are some suburban and rural residential properties in the general area, as well as some agricultural land and undeveloped woodland, but most development between the project site and Gainesville (to the northwest) is a mixture of industrial activity and the Hall County landfill. The area is served by public water (City of Gainesville) and electricity, but on-site septic service would suffice for the project as proposed. ***No regional concerns regarding utilities.***

- As a land use type, datacenters typically do not generate much traffic load. Average daily traffic to and from the site is projected at 100 vehicles per day. Most of this would consist of on-site labor and occasional small-freight vehicle deliveries. The site would be accessed via single entry off the existing O'Kelly Road, with each building having a small parking area. O'Kelly Road is approximately 2,000' in length from the intersection with SR 60, terminating in the project site. The intersection with SR 60 is an unlit three-way juncture with an at-grade railroad crossing on O'Kelly Road. ***No regional concerns regarding traffic.***

- The property is within a rural but growing portion of northern Hall County, with the property's northeastern border defined by Allen Creek (and one of its tributaries), which is a prominent tributary for the Middle Oconee River. The application identifies the site as within a water-supply watershed and offers the following environmental mitigation measures: *"Stormwater best management practices will be utilized during construction and will include, but may not be limited to, silt fencing, rock check dams, inlet protection, and sediment basin. Permanent stormwater features will include, but*

Georgia Mountains Regional Commission

not limited to, detention basins, which will include pretreatment forebay with riprap liner, full 100-year stormwater detention, and water quality outfall structures." Three detention ponds are defined on the site plan, with the bulk of development occurring on a hilltop at least 50' from the streambanks. ***Assuming compliance with State and local regulations, no regional concerns regarding environmental protection. However, best environmental practices are encouraged regarding stormwater management.***

CONSISTENCY REVIEW	
Is the proposed DRI compliant with …	**Comment**
The GMRC Regional Plan?	Yes.
Other State or regional plans for the area?	Best environmental practices recommended regarding stormwater management.
Applicable Service Delivery Agreements and/or land use management measures?	Yes
Projected capacity for utilities and services?	Yes
Are there any potential inter-jurisdictional conflicts identified by the GMRC?	No significant or standing conflict was raised or identified by staff.

Outside Comments Received
(Copies of any comments received can be found as submitted attached to this report.)

- White County (No concerns cited)

Georgia Mountains Regional Commission

DEVELOPMENTS OF REGIONAL IMPACT

Comments Form

Project Name: **Project Turbo** Project I.D.: **DRI-4522**

Name of Commenting Organization: White County – Community and Economic Development

Address: 1241 Helen Highway Suite 200

Cleveland, Ga. 30528

Contact Person: John Sell Telephone No.: [redacted]

Do you believe your jurisdiction will be affected by the proposed development? ____ Yes XX No

Please describe the effects (positive and/or negative) the proposed project could have on your jurisdiction:

Due to the location being in an industrial area in East Hall County, it does not have a direct impact on White County. There will not be a major increase in traffic because Data Centers typically do not have high Employment numbers. The major impacts will be electric power and water, both of which will be served by Existing utilities without impacting White County's needs.

Form Completed By: John Sell Title: Director

Signature: Date: 8/25/2025

Mail Comments to: Adam Hazell
Planning Director
P. O. Box 1720
Gainesville, GA 30503

O: 770.538.2617
F: 770.538.2625
E-mail: ahazell@gmrc.ga.gov

Comments Due By: **September 8, 2025**

CITY OF
GAINESVILLE

WATER RESOURCES

October 3, 2025

Williams Brothers Development, LLC
Attn: Cameron Grogan
cgrogan@williamsbrothersdev.com

Re: Water Availability
Proposed Industrial Development
2400 OKelly Road
PIN: 15024 000003A

Dear Mr. Grogan,

The purpose of this letter is to confirm the availability of water service to the above-referenced property.

Currently, the City has adequate domestic water capacity to serve your proposed industrial development, which we understand will require an average daily water demand of 225,000 GPD and proposes to utilize an onsite wastewater treatment and disposal system. Be advised if public sanitary sewer is to be utilized at any point in the future, annexation into the City of Gainesville will be required.

At the right time, we would like to have a detailed discussion of your industrial water demands (average annual and peak day), the phasing of the demand, the cycles and seasonality of lower demand and peak demand, as well as fire flow demand. This discussion will determine infrastructure improvements necessary to provide a reliable, redundant and scalable water supply. Water system improvements will be the financial responsibility of the owner/developer.

This confirmation of water availability is good for one year from the date of this letter at which time, it will become null and void unless engineered plans have been submitted for issuance of a development permit.

Please call me at (770) 538-2452 should you have any questions.

Sincerely,

Nick Swafford

Nick Swafford
Permitting Services and GIS Manager

cc: Bryan Lackey, City Manager
Linda MacGregor, P.E., Water Resources Director
Tracy Robar, P.E., Engineering and Construction Division Manager

CITY OF
GAINESVILLE
WATER RESOURCES

August 28, 2025

Williams Brothers Development, LLC
Attn: Cameron Grogan
cgrogan@williamsbrothersdev.com

Re: Water Availability
Proposed Data Center
2400 OKelly Road
PIN: 15024 000003A

Dear Mr. Grogan,

The purpose of this letter is to address the availability of water service to the above-referenced property.

The City of Gainesville owns and operates an existing 8-inch DIP water main in the right-of-way of OKelly Road.

Currently, the City does not have adequate domestic water capacity to serve your proposed data center, which we understand will require an average daily water demand of 500,000 MGD and a peak demand of 1,600 GPM.

Please call me at (770) 538-2452 should you have any questions.

Sincerely,

Nick Swafford

Nick Swafford
Permitting Services and GIS Manager

cc: Bryan Lackey, City Manager
Linda MacGregor, P.E., Water Resources Director
Myron Bennett, P.E., Water Resources Deputy Director
Tracy Robar, P.E., Engineering and Construction Division Manager
Chris Thornhill, Project Manager

Katie L. Greenway (Planning)

From: Cameron Grogan <cameron@projectturbollc.com>
Sent: Friday, September 5, 2025 7:24 AM
To: Katie L. Greenway (Planning)
Cc: Beth Garmon (Planning); Chris Hoag
Subject: Re: 2400 Okelly Road - Finalizing Staff Reports

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

Katie, on behalf of Project Turbo, LLC, we would like to provide our response to the water availability letter received and dated August 28, 2025. The letter states that the City of Gainesville owns and operates an 8" water line on OKelly Road, and goes on to say that capacity for our requested 500,000 gallons per day is not available. The letter does not offer any other context as to why it is not available, proposed solutions, or an amount of capacity that would be available to the project.

We sent our request for capacity on July 3, 2025, and did have any correspondence or request for additional information from the City before receiving that letter almost 2 months later. When I received the letter on 8/28/25, I immediately requested a meeting to discuss our project with all of Gainesville Water Department Staff, but have not received a response as of end of business 9/04/25.

As the project progresses to engineering and permitting, we look forward to working with the City of Gainesville on available and modern efficient engineering designs that optimize the water availability to the project's site.

Thank you

Cameron Grogan

On Wed, Sep 3, 2025 at 3:59 PM Katie L. Greenway (Planning) <klgreenway@hallcounty.org> wrote:

> Hi Cameron,
>
> Following up on this.
>
> Thank you,
>
> Katie Greenway - MURP
>
> Planning and Zoning Administrator

Outlook

HCPC Tentative Agenda 9.2.25

From Emily McGahee (Environmental Health) <emcgahee@hallcounty.org>
Date Fri 8/1/2025 11:10 AM
To Katie L. Greenway (Planning) <klgreenway@hallcounty.org>; Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Beth Garmon (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, 3985 Mount Vernon Rd, Terry: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system. An existing system evaluation/site visit will be required for Environmental Health to process required paperwork for the building permit application. Please note that Zoning approval does not imply approval from other county departments.

Item 2, 1604/1608 Whiting Drive/1790 Browns Bridge Rd: Vargas: No comment. Public sewer.

Item 3, 7365 Bill Wilson Rd, Riddle: Must meet all residential permitting requirements. Original copy of Level 3 soil evaluation and copy of recorded plat will be required at time of septic permit application.

Item 4, 5303 Browns Bridge Rd, Sadegh: 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 5A/B, 2196 Centennial Drive: Food Service permit/plan review may be required after review of business plan.

Item 6A/B, 1119/1137 West Ridge, Elder: No comment. Public Sewer.

Item 7A/B, 6450 Ben Parks Road, Davis Engineering: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. Any proposed lot utilizing onsite sewage management systems permitted by Environmental Health must have a minimum of 21,780 sf non-restricted lot size if served by public water or 43,560sf non-restricted area if served by individual wells. Community septic systems and/or community wells to be permitted by EPD. Please note that Zoning approval does not imply approval from other county departments. Further determination and review of proposed subdivision will be made during the plat review process and not during Zoning application/approval.

Item 8A/B: 2400 O'Kelley Road, Project Turbo: 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. Any abandoned well shall be properly closed as per Water Well Standards Act. Any abandoned septic tank shall be pumped by a State certified pumper/hauler and crushed/filled.

Item 9A/B, 4527 JM Turk Road, Mulberry Springs Winery: 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. Food Service permit/plan review may be required after review of business plan.

Emily McGahee
Hall County Environmental Health
Hall County Government Center
2875 Browns Bridge Road
Mailing: PO Box 5901
Gainesville, GA 30504
(770) 531-3973 (phone)
emcgahee@hallcounty.org

http://dph.georgia.gov/environmental-health (State Website)
http://www.phdistrict2.org/HallCounty.htm (District Website)
https://www.hallcounty.org/192/Environmental-Health (County Website & Forms)

EMAIL Reader Advisory Notice: Email to and from a Georgia state agency is generally public record, except for content that is confidential under specific laws. Security by encryption is applied to all confidential information sent by email from the Georgia Department of Public Health (DPH). This message is only intended for specific recipient(s) and may contain privileged, private, or sensitive information. If you received this message in error, please delete it, and contact me.

Outlook

RE: September 2, 2025 Hall County Planning Commission Meeting Tentative Agenda

From Nembhard, Nakia L <NNembhard@dot.ga.gov>
Date Mon 7/28/2025 11:01 AM
To Kaitlyn Elliott (Planning) <kelliott@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,

Below you will find our comments.

Thanks,

1. **3985 Mount Vernon Road | Variance to Section 4.3 |** to reduce the minimum yards | on a 0.86± acre tract located on the west side of Mount Vernon Road approximately 1,796 feet north of its intersection with Oak Harbour Drive | Zoned R-1; Tax Parcel 10117 000050 **| Proposed Use: Detached garage |** * Commission District 2 | **Jeffrey C. Terry, applicant Will Not Require GDOT Coordination**

2. **1604 & 1608 Whiting Drive, & 1790 Browns Bridge Road | Variance to Section 5.3.1** | to reduce the minimum yards | on a combined 0.90± acre tract located on the northeast side of Whiting Road at its intersection with Browns Bridge Road | Zoned R-1 & H-B; Tax Parcels 00123 007016, 007015 & 007017 **| Proposed use: Commercial addition & to bring an existing structure into compliance |** * Commission District 4 | **Gerardo Vargas, applicant Will Require GDOT Coordination**

3. **7365 Bill Wilson Road | Variance to section 7.8.3 |** ADU standards | on a 5.20± acre tract located on the northwest side of Bill Wilson Road at its intersection with Pebble Ridge Drive | Zoned R-1-L; Tax Parcel 09056A000008 **| Proposed Use: Accessory dwelling unit |** * Commission District 3 **| Nedra Riddle, applicant Will Not Require GDOT Coordination**

4. **5303 Browns Bridge Road | Special Use |** to amend conditions of zoning | on a 0.97± acre tract located on the south side of Browns Bridge Road at its intersection with Whitmire Drive | Zoned H-B; Tax Parcel 08080 003018 | **Proposed use: Vehicle repair, major** | ** Commission District 2 | **Ali Sadegh, applicant Will Require GDOT Coordination**

5. **(A) 2196 Centennial Drive | Special Use |** on a 4.19± acre parcel located on north side of Centennial Drive approximately 1,195 feet from its intersection with Centennial Circle | Zoned I-1; Tax Parcel 08013 003033 **| Proposed Use: Outdoor recreation |** ** Commission District 4 **| Vital Foods, LLC (Juan Carlos Lomas) c/o Gaskins + LeCraw, applicant Will Not Require GDOT Coordination**
(B) 2196 Centennial Drive | Variance to Table 8.1.1 | Required parking | on a 4.19± acre parcel located on north side of Centennial Drive approximately 1,195 feet from its intersection with Centennial Circle | Zoned I-1; Tax Parcel 08013 003033 **| Proposed Use: Outdoor**

recreation | * Commission District 4 **| Vital Foods, LLC (Juan Carlos Lomas) c/o Gaskins + LeCraw, applicant** **Will Not Require GDOT Coordination**

6. **(A) 1119 & 1137 West Ridge Road | Rezone |** from Residential 1 (R-1) & Light Industrial (I-1) to Light Industrial (I-1) | on an combined 4.73± acre assemblage located on the southeast side of West Ridge Road at its intersection with Stallworth Street | Zoned R-1 & I-1; Tax Parcels 00054 001040B (pt) & 001040 (pt) **| Proposed Use: Indoor/outdoor storage and warehousing |** ** Commission District 4 | **Valiant Services c/o David Elder, applicant** **Will Not Require GDOT Coordination**
(B) 1119 & 1137 West Ridge Road | Variance to Section 8.2.3 | to reduce the minimum buffers | on an combined 4.73± acre assemblage located on the southeast side of West Ridge Road at its intersection with Stallworth Street | Zoned R-1 & I-1; Tax Parcels 00054 001040B (pt) & 001040 (pt) **| Proposed Use: Indoor/outdoor storage and warehousing |** * Commission District 4 **| Valiant Services c/o David Elder, applicant** **Will Not Require GDOT Coordination**

7. **(A) 6450 Ben Parks Road | Rezone |** from Residential 1 Low Density (R-1-L) to Planned Residential Development (PRD) | on a 60.84± acre tract located on the south side of Ben Parks Road approximately 1,946 feet from its intersection with Jake Kemp Road | Zoned R-1-L; Tax Parcel 11056 000001A | **Proposed Use: 80-lot residential development |** ** Commission District 3 | **Davis Engineering & Surveying c/o Nick Pesola, applicant**
Will Not Require GDOT Coordination
(B) 6450 Ben Parks Road | Variance to Section 8.4 | sidewalk standards | on a 60.84± acre tract located on the south side of Ben Parks Road approximately 1,946 feet from its intersection with Jake Kemp Road | Zoned R-1-L; Tax Parcel 11056 000001A **| Proposed Use: 80-lot residential development |** * Commission District 3 **| Davis Engineering & Surveying c/o Nick Pesola, applicant** **Will Not Require GDOT Coordination**

8. **(A) 2400 Okelly Road | Rezone |** from Planned Industrial Development (PID) to Light Industrial (I-1) | on a 119± acre portion of a tract located on northeast side of Okelly Road approximately 800 feet from its intersection with Candler Road | Zoned PID; Tax Parcel 15024 000003A (pt) **| Proposed Use: Data center |** ** Commission District 3 **| Project Turbo, LLC, applicant** **Will Require Possible GDOT Coordination**
(B) 2400 Okelly Road | Special Use | on a 119± acre portion of a tract located on northeast side of Okelly road approximately 800 feet from its intersection with Candler Road | Zoned PID; Tax Parcel 15024 000003A (pt) **| Proposed Use: Data center |** ** Commission District 3 **| Project Turbo, LLC, applicant** **Will Require Possible GDOT Coordination**

9. **(A) 4527 J M Turk Road & 4567 Stanley Road | Special Use |** on a combined 19.43± acre tract located on the northeast side of J M Turk Road approximately 200 feet from its intersection with Grandview Parkway | Zoned AR-1; Tax Parcels 15044 000034A & 000034 (pt) **| Proposed Use: Agri-entertainment venue |** ** Commission District 1 **| Mulberry Springs Vineyard & Winery, applicant** **Will Not Require GDOT Coordination**
(B) 4527 J M Turk Road & 4567 Stanley Road | Variance to Section 7.7.3 | on a combined 19.43± acre tract located on the northeast side of J M Turk Road approximately 200 feet from its intersection with Grandview Parkway | Zoned AR-1; Tax Parcels 15044 000034A & 000034 (pt) **| Proposed Use: Agri-entertainment venue |** * Commission District 1 **| Mulberry Springs Vineyard & Winery, 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: Thursday, July 24, 2025 11:26 AM
Subject: September 2, 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,

Here is the Tentative Agenda and Maps for the ***TUESDAY,*** **September 2, 2025** Hall County Planning Commission Meeting. Please use the links to review the documents and respond with comments to Hall County Planning and Development. Failure to provide comments in a timely manner may result in the information not being included in the staff report.

When submitting comments, please include the name of the applicant along with the address of the property with the corresponding comment.

Comments are due by **Friday August 1, 2025.** Email comments to Beth (bgarmon@hallcounty.org) and Kaitlyn (kelliott@hallcounty.org).

CALL TO ORDER

AGENDA REVIEW

APPROVAL OF MINUTES – August 18, 2025

NEW BUSINESS

1. **3985 Mount Vernon Road | Variance to Section 4.3 |** to reduce the minimum yards | on a 0.86± acre tract located on the west side of Mount Vernon Road approximately 1,796 feet north of its intersection with Oak Harbour Drive | Zoned R-1; Tax Parcel 10117 000050 **| Proposed Use: Detached garage |** * Commission District 2 | **Jeffrey C. Terry, applicant**

2. **1604 & 1608 Whiting Drive, & 1790 Browns Bridge Road | Variance to Section 5.3.1** | to reduce the minimum yards | on a combined 0.90± acre tract located on the northeast side of Whiting Road at its intersection with Browns Bridge Road | Zoned R-1 & H-B; Tax Parcels 00123 007016, 007015 & 007017 **| Proposed use: Commercial addition & to bring an existing structure into compliance |** * Commission District 4 | **Gerardo Vargas, applicant**

3. **7365 Bill Wilson Road | Variance to section 7.8.3 |** ADU standards | on a 5.20± acre tract located on the northwest side of Bill Wilson Road at its intersection with Pebble Ridge Drive |

Outlook

RE: September 2, 2025 Hall County Planning Commission Meeting Tentative Agenda

From Joseph Boyd (GHMPO) <jboyd@hallcounty.org>
Date Mon 7/28/2025 12:07 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Cc Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>

Kaitlyn,

Please see below for my comments. Let me know if you or Beth have any questions!

4. Ali Sadegh - 5303 Browns Bridge Road

- This parcel is along State Route 369/Browns Bridge Road, which is scheduled for widening (GH-018/PI 0013626) to four lanes, with construction currently estimated for FY 2034. This project is currently in the Scoping phase, so right-of-way impacts are not yet known. Applicant should coordinate with GDOT District 1.

8. Project Turbo - 2400 O'Kelly Road

- This parcel is partially along/near State Route 60/Candler Road, which is currently scheduled for widening (GH-111B) in the long-term (2055+).

Joseph Boyd, AICP
MPO Director
Gainesville-Hall Metropolitan Planning Organization
2875 Browns Bridge Road, Gainesville, GA 30504
(770) 297-5541 | www.ghmpo.org

GAINESVILLE-HALL
Metropolitan Planning Organization

From: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Sent: Thursday, July 24, 2025 11:26 AM
Subject: September 2, 2025 Hall County Planning Commission Meeting Tentative Agenda

Good afternoon,

Here is the Tentative Agenda and Maps for the ***TUESDAY,*** **September 2, 2025** Hall County Planning Commission Meeting. Please use the links to review the documents and respond with comments to Hall County Planning and Development. Failure to provide comments in a timely manner may result in the information not being included in the staff report.

When submitting comments, please include the name of the applicant along with the address of the property with the corresponding comment.

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

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

Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

MEMORANDUM

To: Beth Garmon, Director of Planning and Zoning

From: Bill Nash, Director of Public Works and Utilities

Date: August 1, 2025

Subject: September 2, 2025 - Hall County Planning Commission Agenda

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the September 2, 2025, meeting. Upon review, we provide the following comments.

NEW BUSINESS

1. **3985 Mount Vernon Road | Variance to Section 4.3 |** to reduce the minimum yards | on a 0.86± acre tract located on the west side of Mount Vernon Road approximately 1,796 feet north of its intersection with Oak Harbour Drive | Zoned R-1; Tax Parcel 10117 000050 **| Proposed Use: Detached garage |** * Commission District 2 | **Jeffrey C. Terry, applicant**

a. **Engineering**: No comment
b. **Traffic:** No comment
c. **Utilities:** Gainesville sewer – Not available

2. **1604 & 1608 Whiting Drive, & 1790 Browns Bridge Road | Variance to Section 5.3.1** | to reduce the minimum yards | on a combined 0.90± acre tract located on the northeast side of Whiting Road at its intersection with Browns Bridge Road | Zoned R-1 & H-B; Tax Parcels 00123 007016, 007015 & 007017 **| Proposed use: Commercial addition & to bring an existing structure into compliance |** * Commission District 4 | **Gerardo Vargas, 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:** Gainesville sewer – Available onsite

3. **7365 Bill Wilson Road | Variance to section 7.8.3 |** ADU standards | on a 5.20± acre tract located on the northwest side of Bill Wilson Road at its intersection with Pebble Ridge Drive | Zoned R-1-L; Tax Parcel 09056A000008 **| Proposed Use: Accessory dwelling unit |** * Commission District 3 **| Nedra Riddle, applicant**

    a. **Engineering**: No comment
    b. **Traffic:** No comment
    c. **Utilities:** Hall County sewer service area. No infrastructure in vicinity

4. **5303 Browns Bridge Road | Special Use |** to amend conditions of zoning | on a 0.97± acre tract located on the south side of Browns Bridge Road at its intersection with Whitmire Drive | Zoned H-B; Tax Parcel 08080 003018 | **Proposed use: Vehicle repair, major** | ** Commission District 2 | **Ali Sadegh, applicant**

    a. **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
    b. **Traffic:** GDOT access permit required
    c. **Utilities:** Gainesville-Hall sewer area. No infrastructure in vicinity

5. **(A) 2196 Centennial Drive | Special Use |** on a 4.19± acre parcel located on north side of Centennial Drive approximately 1,195 feet from its intersection with Centennial Circle | Zoned I-1; Tax Parcel 08013 003033 **| Proposed Use: Outdoor recreation |** ** Commission District 4 | **Vital Foods, LLC (Juan Carlos Lomas) c/o Gaskins + LeCraw, applicant**

(B) 2196 Centennial Drive | Variance to Table 8.1.1 | Required parking | on a 4.19± acre parcel located on north side of Centennial Drive approximately 1,195 feet from its intersection with Centennial Circle | Zoned I-1; Tax Parcel 08013 003033 **| Proposed Use: Outdoor recreation |** * Commission District 4 **| Vital Foods, LLC (Juan Carlos Lomas) c/o Gaskins + LeCraw, 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 FEMA and Hall County studied Flood plains that are present on site.
    Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
    b. **Traffic:** No comment
    c. **Utilities:** Gainesville sewer service area. Infrastructure is onsite

6. **(A) 1119 & 1137 West Ridge Road | Rezone |** from Residential 1 (R-1) & Light Industrial (I-1) to Light Industrial (I-1) | on an combined 4.73± acre assemblage located on the southeast side of West Ridge Road at its intersection with Stallworth Street | Zoned R-1 & I-1; Tax Parcels 00054 001040B (pt) & 001040 (pt) **| Proposed Use: Indoor/outdoor storage and warehousing |** ** Commission District 4 | **Valiant Services c/o David Elder, applicant**

(B) 1119 & 1137 West Ridge Road | Variance to Section 8.2.3 | to reduce the minimum buffers | on an combined 4.73± acre assemblage located on the southeast side of West Ridge Road at its intersection with Stallworth Street | Zoned R-1 & I-1; Tax Parcels 00054 001040B (pt) & 001040 (pt) **| Proposed Use: Indoor/outdoor storage and warehousing |** * Commission District 4 **| Valiant Services c/o David Elder, applicant**

a. **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
   Show stream buffer and impervious setback from wrested vegetation not centerline of stream
b. **Traffic:** No comment
c. **Utilities:** Gainesville sewer service area. Infrastructure is onsite

7. **(A) 6450 Ben Parks Road | Rezone |** from Residential 1 Low Density (R-1-L) to Planned Residential Development (PRD) | on a 60.84± acre tract located on the south side of Ben Parks Road approximately 1,946 feet from its intersection with Jake Kemp Road | Zoned R-1-L; Tax Parcel 11056 000001A | **Proposed Use: 80-lot residential development |** ** Commission District 3 | **Davis Engineering & Surveying c/o Nick Pesola, applicant**

(B) 6450 Ben Parks Road | Variance to Section 8.4 | sidewalk standards | on a 60.84± acre tract located on the south side of Ben Parks Road approximately 1,946 feet from its intersection with Jake Kemp Road | Zoned R-1-L; Tax Parcel 11056 000001A **| Proposed Use: 80-lot residential development |** * Commission District 3 **| Davis Engineering & Surveying c/o Nick Pesola, 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 FEMA and Hall County studied Flood plains that are present on site.
   Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
b. **Traffic:** Left and Right turn lanes may be required.
c. **Utilities:** Hall County Serwer service area. No infrastructure in vicinity

8. **(A) 2400 Okelly Road | Rezone |** from Planned Industrial Development (PID) to Light Industrial (I-1) | on a 119± acre portion of a tract located on northeast side of Okelly Road approximately 800 feet from its intersection with Candler Road | Zoned PID; Tax Parcel 15024 000003A (pt) **| Proposed Use: Data center |** ** Commission District 3 **| Project Turbo, LLC, applicant**

(B) 2400 Okelly Road | Special Use | on a 119± acre portion of a tract located on northeast side of Okelly road approximately 800 feet from its intersection with Candler Road | Zoned PID; Tax Parcel 15024 000003A (pt) **| Proposed Use: Data center |** ** Commission District 3 **| Project Turbo, 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 FEMA and Hall County studied Flood plains that are present on site.
   Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
b. **Traffic:** TIS to be provided with DRI. Traffic comments to be made after review.
c. **Utilities:** Gainesville sewer service area. Sewer is available via pump station about 0.5 miles to the North.

9. **(A) 4527 J M Turk Road & 4567 Stanley Road | Special Use |** on a combined 19.43± acre tract located on the northeast side of J M Turk Road approximately 200 feet from its intersection with Grandview Parkway | Zoned AR-1; Tax Parcels 15044 000034A & 000034 (pt) **| Proposed Use: Agri-entertainment venue |** ** Commission District 1 **| Mulberry Springs Vineyard & Winery, applicant**

(B) 4527 J M Turk Road & 4567 Stanley Road | Variance to Section 7.7.3 | on a combined 19.43± acre tract located on the northeast side of J M Turk Road approximately 200 feet from its intersection with Grandview Parkway | Zoned AR-1; Tax Parcels 15044 000034A & 000034 (pt) **| Proposed Use: Agri-entertainment venue |** * Commission District 1 **| Mulberry Springs Vineyard & Winery, 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 FEMA and Hall County studied Flood plains that are present on site.
   Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
b. **Traffic:** May require left and right turn lanes or a right-hand passing lane.
c. **Utilities:** Oakwood sewer service area. No sewer infrastructure in the vicinity

Outlook

Fire Comments

From John Hornick (Fire Services) <jhornick@hallcounty.org>
Date Fri 7/25/2025 12:48 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Cc Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>

TUESDAY, **September 2, 2025** Hall County Planning Commission Meeting.

8. **(A) 2400 Okelly Road | Rezone |** from Planned Industrial Development (PID) to Light Industrial (I-1) | on a 119± acre portion of a tract located on northeast side of Okelly Road approximately 800 feet from its intersection with Candler Road | Zoned PID; Tax Parcel 15024 000003A (pt) **| Proposed Use: Data center |** ** Commission District 3 **| Project Turbo, LLC, applicant**

(B) 2400 Okelly Road | Special Use | on a 119± acre portion of a tract located on northeast side of Okelly road approximately 800 feet from its intersection with Candler Road | Zoned PID; Tax Parcel 15024 000003A (pt) **| Proposed Use: Data center |** ** Commission District 3 **| Project Turbo, LLC, applicant**

Hall County Fire Marshal Comments:

1. Emergency responder radio coverage testing in new buildings exceeding 12,000 will be required.
2. Buildings A,B,C have dead-end fire access roads greater than 150’ in length with no approved turnaround, a turnaround is required by code where a dead-end fire access road exceeds 150’
3. All 3 buildings will require a fire protection system.
4. A water tank and stationary fire pump may be required to support the fire flow requirements of all 3 buildings.

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 - September 2, 2025 - Submission #121645

Date Submitted: 9/2/2025

Comments completed in the form below will be submitted into the record for the September 2, 2025 meeting of the Hall County Planning Commission.

First Name*

Frankie

Last Name*

Chambers

Address1*

PO Box 591

Address2

City*

Gainesville

State*

GA

Zip*

30554

Zoning Item for Comment*

(A) 2400 Okelly Road | 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*

A. Rezone and B Special use. I oppose this. Data centers can have many effects on the community. This is a high residential area with a school right next door. Hall co commissioners need to leave as yall dont cate nothing about this community!

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.

Print

Planning Commission Comments - September 2, 2025 - Submission #121649

Date Submitted: 9/2/2025

Comments completed in the form below will be submitted into the record for the September 2, 2025 meeting of the Hall County Planning Commission.

First Name*

Alicia

Last Name*

Grizzle

Address1*

5744 Newberry Point Drive

Address2

City*

Flowery Branch

State*

GA

Zip*

30542

Zoning Item for Comment*

(A) 2400 Okelly Road | 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*

1) not enough info provided on the impact to the surrounding ecology, water sources & wildlife, etc

2) concern for noise issues, as searches for info seem to state ALL DATA CENTERS run their generators & cooling systems 24/7/365 & the “humming” from those can be heard constantly miles away.

3) concern of impact for the surrounding homes on the drawing of electricity and water from their homes. Will it reduce their accessibility to these at the speed & rate they have now ? Will it limit their WiFi access due to the amount of power it uses? Will their water pressure be diminished at all?

4) we are concerned about contaminations in runoff into our local water sources from said generators and cooling stations (for the computers).

5) We need more info on HOW this DATA CENTER will affect us locally. Do studies show living in close proximities to DATA CENTERS raise a greater chance of developing any form of cancers?

6) we have the right to have our questions answered above PRIOR TO ANY VOTES to allow this into OUR county!!

(A) & (B) OKELLY ROAD/Rezone

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.

Print

Planning Commission Comments - September 2, 2025 - Submission #121644

Date Submitted: 9/2/2025

Comments completed in the form below will be submitted into the record for the September 2, 2025 meeting of the Hall County Planning Commission.

First Name*

J

Last Name*

Hewell

Address1*

2676 Candler Road

Address2

City*

Gainesville

State*

GA

Zip*

30507

Zoning Item for Comment*

(B) 2400 Okelly Road | Special Use

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*

I am in opposition to the data center in O'kelley road. I am concerned as there is an elementary school less then a mile away! Has enough research been done on the long and short term effects of how this will impact the school and community- NO! Its has not. I will be petitioning against and also informing the community to the harmful consequences this will have.

Please write your comments in the box above.

File Upload

Choose File No file chosen

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

Would you like follow-up communication?

[redacted]

Please leave an email address and/or phone number if you would like a Hall County staff member to follow-up with you.

Outlook

The Environmental Cost of Data Centers

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Thu 9/4/2025 9:04 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Vickie Kanady <[redacted]
Sent: Tuesday, September 2, 2025 3:50 AM
To: Gregg Poole (County Commissioner) <gpoole@hallcounty.org>; David Gibbs <[redacted]
Beth Garmon (Planning) <bgarmon@hallcounty.org>; Jeff Stowe (County Commission) <jstowe@hallcounty.org>; Kathy Cooper (County Commissioner) <kcooper@hallcounty.org>; Billy Powell (County Commission) <bpowell@hallcounty.org>
Subject: The Environmental Cost of Data Centers

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.

Vote NO ON DATA CENTER, please!! Do the research first!!

https://netzeroinsights.com/resources/data-centers-environmental-cost/

Sent from my iPhone

Print

Planning Commission Comments - September 2, 2025 - Submission #121643

Date Submitted: 9/2/2025

Comments completed in the form below will be submitted into the record for the September 2, 2025 meeting of the Hall County Planning Commission.

First Name*

Vickie

Last Name*

Kanady

Address1*

5315 H Thomas Road

Address2

City*

Gainesville

State*

GA

Zip*

30506

Zoning Item for Comment*

(A) 2400 Okelly Road | 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*

(A) & (B) Okelly Road/Rezone

1) not enough info provided on the impact to the surrounding ecology, water sources & wildlife, etc

2) concern for noise issues, as searches for info seem to state ALL DATA CENTERS run their generators & cooling systems 24/7/365 & the “humming” from those can be heard constantly miles away.

3) concern of impact for the surrounding homes on the drawing of electricity and water from their homes. Will it reduce their accessibility to these at the speed & rate they have now ? Will it limit their WiFi access due to the amount of power it uses? Will their water pressure be diminished at all?

4) we are concerned about contaminations in runoff into our local water sources from said generators and cooling stations (for the computers).

5) We need more info on HOW this DATA CENTER will affect us locally. Do studies show living in close proximities to DATA CENTERS raise a greater chance of developing any form of cancers?

6) we have the right to have our questions answered above PRIOR TO ANY VOTES to allow this into OUR COUNTY!

https://netzeroinsights.com/resources/data-centers-environmental-cost/

Please write your comments in the box above.

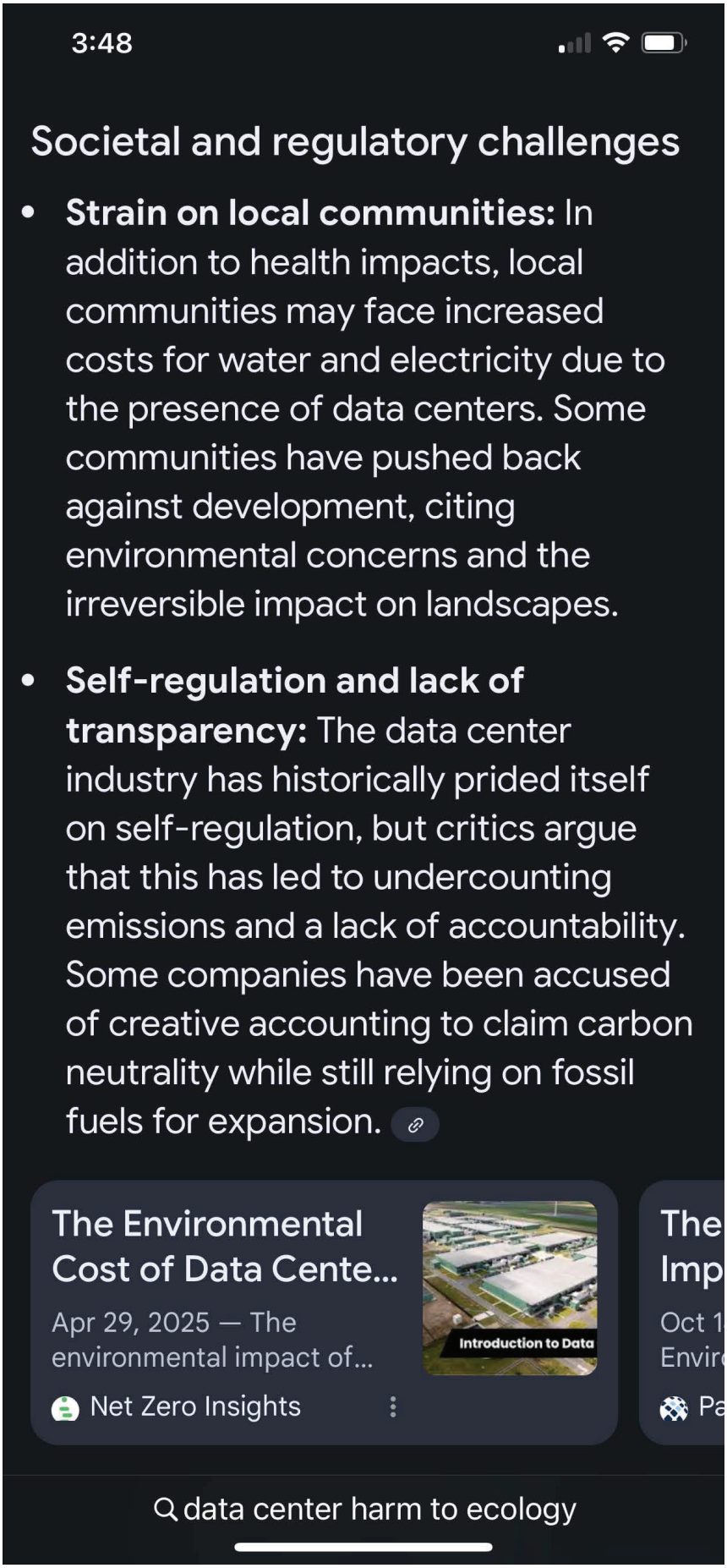
File Upload

IMG.png
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?

Yes [redacted]

Please leave an email address and/or phone number if you would like a Hall County staff member to follow-up with you.


3:48
Societal and regulatory challenges
• Strain on local communities: In addition to health impacts, local communities may face increased costs for water and electricity due to the presence of data centers. Some communities have pushed back against development, citing environmental concerns and the irreversible impact on landscapes.
• Self-regulation and lack of transparency: The data center industry has historically prided itself on self-regulation, but critics argue that this has led to undercounting emissions and a lack of accountability. Some companies have been accused of creative accounting to claim carbon neutrality while still relying on fossil fuels for expansion.
The Environmental Cost of Data Cente...
Apr 29, 2025 — The environmental impact of...
Net Zero Insights
Introduction to Data
The
Imp
Oct 1
Envir
Pa
data center harm to ecology

Print

Planning Commission Comments - September 2, 2025 - Submission #121647

Date Submitted: 9/2/2025

Comments completed in the form below will be submitted into the record for the September 2, 2025 meeting of the Hall County Planning Commission.

First Name*

Brenda

Last Name*

Rose

Address1*

6022 Cobb St

Address2

City*

Lula

State*

GA

Zip*

30554

Zoning Item for Comment*

(A) 2400 Okelly Road | 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*

2400 OKelky Rezone A&B

I stand with Vickie and the Concerned Citizens of Hall County. I don't have time to copy and paste all her concerns but please know, they are also mine. I also do not have time to attend the meeting so please consider this my public comment.

I would also like to add the way all of you on that board have destroyed and continue to destroy Hall county for your own personal benefit with no regard to the people is disgusting. High density housing without infrastructure is bad enough. Data centers are the beginning to the end of our freedoms. Shame on ALL of you if you move forward with it.

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?

Yes. I would line to know how each of you vote and why

Please leave an email address and/or phone number if you would like a Hall County staff member to follow-up with you.

Outlook

2400 Okelly Road / Rezone

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Mon 9/15/2025 2:50 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

-----Original Message-----
From: [redacted]
Sent: Monday, September 15, 2025 2:11 PM
To: Beth Garmon (Planning) <bgarmon@hallcounty.org>
Subject: 2400 Okelly Road / Rezone

[You don't often get email from [redacted] Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

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

Hello Beth,

As a Hall County GOP Precinct Chairman, I am writing to advise you of the views myself and many of my precinct citizens hold about the proposed data center at 2400 Okelly Road.

We are OPPOSED to the proposal as considered by the Planning Commission for the following reasons.

When data centers come to town, communities face both economic opportunities and significant environmental and infrastructural challenges, including increased demand for electricity and water, potential grid strain, higher utility costs for residents, noise and visual pollution, and potential impacts on local landscapes and water sources.

According to a 2025 study by the Gerald R. Ford School of Public Policy, "while data centers can bring tax revenue and some jobs, the scale of their resource consumption often outweighs these benefits, leading to pressure on local resources and increased energy costs for residents."

Disadvantages of a community data center include.
1. Significant resource consumption (especially water and electricity). In a letter dated August 28, 2025 from The City of Gainesville Water Resources, Nick Swafford, Permitting Services and GIS Manager stated that the City does not have adequate domestic water capacity to serve the proposed data center. The estimates from the applicant are low and unproven. There have been no estimates listed detailing the massive electric consumption that will be required and the impact it will have on local electric bills.
2. Noise and light pollution affecting residents and wildlife.
3. Potential air pollution from backup generators.
4. Potential negative impacts on property values.
5. Increased landfill waste from discarded equipment.
6. Data centers also require large plots of land, leading to habitat loss and increased carbon footprints.
7. Placing strain on local power and water infrastructure impacting increased utility costs for the local taxpayers.

The close proximity to neighborhoods, schools and churches make this an unsuitable location for a massive (almost 1 million sq ft) data center running 24 hours a day, 7 days a week, 365 days a year.

In addition, the Zoning Analysis indicates many unacceptable assumptions about the ramifications of this project.

ZONING ANALYSIS

The proposed use may place significant demands on water and/or power resources.
Staff is unable to determine the extent to which property values are affected by the existing zoning restrictions.
Staff is unable to comment on the impact of property values without a full market analysis. Often it is difficult to determine the effect of a development on adjacent properties until the development is completed.
The request may be out of scale with the needs of the immediate neighborhood as the use of a data center can place significant demands on water and/or power resources.

The continuing reference to "the applicant has provided responses to these concerns stating that the impact will not be harmful to the community." is biased, unproven and unacceptable.

Furthermore, the fact that Chris Braswell as a member of the Planning Commission has a financial interest in this project strains the very credibility of the planning commission in approving the data center at this location!

The Planning Commission needs to vote NO on this proposal.

Ricki Lee Hagen

Outlook

New request received

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Wed 9/24/2025 4:45 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Hall County Government <do_not_reply@civicplus.com>
Sent: Thursday, September 18, 2025 6:16 PM
To: PIO <PIO@hallcounty.org>
Subject: New request received

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.

Category Planning & Zoning has received a new request.

Here is what we have on file:

Planning & Zoning

#2081

View Request

		SUBMITTER
Category:	Planning & Zoning	**Wyatt Goad**
Priority:	3	
Assigned To:	Crowe Sarah	
Submitted:	9/18/2025 6:16 PM	**CONTACT**
Source:	Website 104.23.245.108	[redacted]

View any uploaded files by proceeding to the link below and looking up your request by RequestID

[redacted]

OR

View any uploaded files by signing in and proceeding to the link below

[redacted]

REQUEST DETAILS

Description

This data center will NOT be good for the local environment. I'm concerned for our clean water, air pollution, and the local hunting and vegetation. This data center has no place in Gainesville and is just going to do more harm than good.

Brief Description

This data center will NOT be good for the local environment. I'm concerned for our clean water, air pollution, and the local hunting and vegetation. This data center has

no place in Gainesville and is just going to do more harm than good.

Problem Location

Street Number and Name

000

O’Kelley Road

Address Line 2

City

Gainesville

State

Georgia

Zip Code

Your Information

Name

Wyatt Goad

Street Number and Name

Address Line 2

City

State

Zip Code

Phone Number

Fax Number

Email Address

[redacted]

Preferred Contact Method

email

Outlook

Data Center proposed at 2400 O'Kelley

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Thu 9/25/2025 9:53 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Jackie Corey [redacted]
Sent: Wednesday, September 24, 2025 6:25 PM
To: Beth Garmon (Planning) <bgarmon@hallcounty.org>
Subject: Data Center proposed at 2400 O'Kelley

You don't often get email from [redacted] Learn why this is important

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

Dear Beth:

I would like to add my name, Jackie Y Corey and my husband, William E. Corey, to the list of people who are opposed to the project proposed on O'Kelley and Candler Road in Gainesville. There are too many unanswered questions and we are very concerned about how such a massive project will affect Gainesville,

We are also concerned about the conflict of interest concerning Planning Commission Chair, Chris Braswell, who works with Norton Commercial, which is selling the land to the developer. October 6 is too soon to make such a monumental decision, also without allowing debate from the citizens. Our environment could be greatly affected.

It seems this is just being allowed to be pushed through and that is not acceptable.

Thank you for your consideration.

Jackie Y Corey
[redacted]

Outlook

Concern for proposed data center "Project Turbo"

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Mon 9/29/2025 4:57 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Patrick Flint <[redacted]
Sent: Monday, September 29, 2025 4:39 PM
To: Beth Garmon (Planning) <bgarmon@hallcounty.org>
Subject: Concern for proposed data center "Project Turbo"

You don't often get email from [redacted] Learn why this is important

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

Dear Ms. Garmon,

I am a resident of Hall County writing to express my strong concerns about the proposed Project Turbo data center at 2400 O'Kelly Road. Data centers today consume between 300,000 and 1,000,000 gallons of water per day for cooling. As a 900,000-square-foot facility drawing from Gainesville's municipal water supply—sourced from Lake Lanier—this project could consume hundreds of thousands of gallons daily for server cooling, exacerbating our region's vulnerability to shortages. We've seen Lake Lanier drop dramatically during the 2007-2009 drought, and 15 feet in 2023. With Georgia's data center boom already straining resources statewide, prioritizing this development risks household disruptions, higher utility costs, and ecosystem harm. Understanding how data centers have also negatively impacted community electricity supply should also be a key consideration in this matter.

I spoke with one county commissioner at the Flowery Branch Festival and he knew of the data center but was not aware of the impact to the water system or the electrical system.

While I understand public comment is not permitted at the October 6 Planning Commission meeting, I urge the Commission to recommend denial or require robust mitigations, such as electricity guarantees, binding water-use caps and drought contingency plans, before forwarding to the October 23 Board hearing. Our community's long-term sustainability must come first over short-term economic gains.

Thank you for forwarding this to the Planning and County Commissions and ensuring resident voices are considered. I appreciate your attention and am available for any follow-up.

Sincerely,
Patrick Flint
5414 Yachtsman Ln
Gainesville, GA 30504
[redacted]

Outlook

DATA CENTER

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Wed 10/1/2025 4:58 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: MARGARET <[redacted]
Sent: Wednesday, October 1, 2025 11:43 AM
To: Beth Garmon (Planning) <bgarmon@hallcounty.org>
Subject: DATA CENTER

[redacted]ppears similar to someone who previously sent you email, but may not be that person. Learn why this could be a risk

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.

Attention Planning Commission:

In response to the proposed Data Center proposed in Hall County, here are the reasons we the signed below oppose:

Water usage: so many residents depend on Lake Lanier for water, and With the unprecedented building of new residence's, warehouses, etc. It does seem a no brainer that the water resource is being drained continually. If there is a drop in water at Lake Lanier, who comes first as to getting water.

Tax issues: We the property owners are being taxed higher and higher. Will this Data center see tax advantages as all the other new building does? Will the current residents see a tax drop.

BOTTOM LINE - WHAT'S THE ADVANTAGE TO ALL THE CURRENT RESIDENCE.

WE SAY NO TO DATA CENTER

Marc & Margaret Rixford
4254 Red Fox ?Trail
Oakwood, GA. 30566
Hall county residents.

Katie L. Greenway (Planning)

From: Katie L. Greenway (Planning)
Sent: Friday, October 3, 2025 12:56 PM
To: Katie L. Greenway (Planning)
Subject: FW: Project Data Center

From: Scott Hall [redacted]
Sent: Thursday, October 2, 2025 8:26 PM
To: Beth Garmon (Planning) <bgarmon@hallcounty.org>
Subject: Project Data Center

You don't often get email from [redacted] Learn why this is important

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

Dear Ms. Garmon,

I am a resident of Hall County writing to express my strong concerns about the proposed Project Turbo data center at 2400 O'Kelly Road. Data centers today consume between 300,000 and 1,000,000 gallons of water per day for cooling. As a 900,000-square-foot facility drawing from Gainesville's municipal water supply—sourced from Lake Lanier—this project could consume hundreds of thousands of gallons daily for server cooling, exacerbating our region's vulnerability to shortages. We've seen Lake Lanier drop dramatically during the 2007-2009 drought, and 15 feet in 2023. With Georgia's data center boom already straining resources statewide, prioritizing this development risks household disruptions, higher utility costs, and ecosystem harm. Understanding how data centers have also negatively impacted community electricity supply should also be a key consideration in this matter.

While I understand public comment is not permitted at the October 6 Planning Commission meeting, I urge the Commission to recommend denial or require robust mitigations, such as electricity guarantees, binding water-use caps and drought contingency plans, before forwarding to the October 23 Board hearing. Our community's long-term sustainability must come first over short-term economic gains.

Thank you for forwarding this to the Commission and ensuring resident voices are considered. I appreciate your attention and am available for any follow-up.

Regards,

Scott Hall
[redacted]
5408 Yachtsman Lane
Gainesville, GA 30504
Business Development - OFS

Outlook

NO TO Project Turbo

From Rich Elsarelli <[redacted]
Date Sun 10/5/2025 10:37 AM
To Beth Garmon (Planning) <bgarmon@hallcounty.org>

You don't often get email from [redacted] Learn why this is important

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Dear Ms. Garmon,

I hope this message finds you well. My name is Rich Elsarelli, and I am a resident and voter in Hall County. I am writing to formally express my opposition to the approval of Project Turbo.

Large-scale data centers such as the one proposed typically consume millions of gallons of water per day for cooling. Gainesville's municipal system, which draws from Lake Lanier, would bear this demand. As you know, our community has faced serious water challenges in the past, including the severe drought of 2007–2009 and water levels that measured 15 feet below full pool as recently as 2023. Other Georgia counties hosting similar facilities have already reported service disruptions, raising legitimate concerns about the risks we may face locally.

Given these realities, I believe citizens are entitled to full transparency before any approvals, incentives, or commitments are granted. Several critical questions remain unanswered:

- Who is the developer, and where are they headquartered?
- What corporate affiliations, partnerships, or financial backers are tied to this project?
- What binding commitments, if any, will be made to safeguard Hall County's long-term water security?

Without clear and verifiable answers to these questions, I respectfully urge you and your colleagues to oppose the approval of Project Turbo. The potential risks to our water supply and community wellbeing far outweigh the promises of short-term economic gain.

Thank you for your service to our county and for your consideration of this important issue.

Sincerely,
Rich Elsarelli

[redacted]
Gainesville, GA

Outlook

Public Comment on Project Turbo – Water Security, Transparency, and Long-Term Impact

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Mon 10/6/2025 9:03 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Charles Vanderbilt
Sent:
To: Beth Garmon (Planning)
Subject: Fw: Public Comment on Project Turbo – Water Security, Transparency, and Long-Term Impact

Dear Ms. Garmon,

I hope you are well. I am writing to submit public comments regarding Project Turbo, the proposed $1.2 billion data center development off O'Kelly Road in southeast Hall County.

While the project's potential economic benefits are recognized, I remain deeply concerned about its impact on Hall County's long-term water security and incomplete transparency regarding environmental and fiscal details. Data centers of this magnitude can consume millions of gallons of water daily for cooling. Because Gainesville's municipal system draws from Lake Lanier, any significant new demand could heighten regional strain during drought cycles, such as those experienced in 2007–2009 and again in 2023, when the lake fell over fifteen feet below its complete pool level.

Before any approvals, tax incentives, or infrastructure commitments are considered, I respectfully request that the following questions be addressed publicly:

1. Developer Identity: Who is the primary developer, and where are they based?
2. Corporate Affiliations: What corporate entities, partnerships, or financial backers are involved?
3. Water Commitment: What specific, enforceable commitments will the developer make to safeguard Hall County's water supply over the long term?
4. Usage Estimates: What are the projected average and peak daily water demands, and how will consumption be managed during drought conditions or supply restrictions?
5. Cooling Technology: Will the facility use air-cooled, closed-loop, or reclaimed-water systems, and have sustainable alternatives been evaluated?
6. Infrastructure Impact: How will the required water and power infrastructure affect existing residential and agricultural users in the region?
7. Emergency Protocols: What mitigation plans are in place if Lake Lanier levels drop significantly or regional water restrictions are imposed?
8. Energy Demand: What is the projected electrical load, and will renewable or efficiency-based power sources be utilized?
9. Tax Incentives: What local or state incentives, abatements, or infrastructure subsidies are being offered, and what is the projected net fiscal impact on Hall County taxpayers?
10. Ongoing Oversight: Will a public oversight or liaison mechanism be established to ensure continued transparency regarding water usage, energy consumption, and environmental compliance

once operations begin?

These are not minor details—they go directly to public trust, fiscal responsibility, and environmental stewardship. As citizens, we support growth that is sustainable, transparent, and accountable to the people.

Thank you for receiving these comments and ensuring they are entered into the public record for the October 23 Board of Commissioners hearing. I appreciate your attention to this important matter and your continued service to our community.

Respectfully, Charles Vanderbilt
5432 Falling Branch Ct
Flowery Branch, GA 30542
[redacted]

Outlook

Online Form Submittal: Planning Inquiry

From noreply@civicplus.com <noreply@civicplus.com>
Date Mon 10/6/2025 12:56 PM
To Planning <planning@hallcounty.org>

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If you are having problems viewing this HTML email, click to view a Text version.

Planning Inquiry

Name*	Anna Hughs
Email*	[redacted]
Address or Parcel Number*	604 Long Oak Dr
Phone number	[redacted]
Reason for Request*	The Project Turbo data center has already been told by the City of Gainesville they do not have the capacity to meet their water needs. This is alarming to residents who rely on Lake Lanier for our
Photos/Documents	Choose File No file chosen Convert to PDF? ☐ (DOC, DOCX, XLS, XLSX, TXT)

* indicates required fields.

View any uploaded files by [www.hallcounty.org/MyAccount]signing in and then proceeding to the link below:
http://www.hallcounty.org/Admin/FormHistory.aspx?SID=2711

The following form was submitted via your website: Planning Inquiry

Name: Anna Hughs

[redacted]

Address or Parcel Number: 604 Long Oak Dr

[redacted]

Reason for Request: The Project Turbo data center has already been told by the City of Gainesville they do not have the capacity to meet their water needs. This is alarming to residents who rely on Lake Lanier for our drinking water, and who might now be facing water scarcity. Please vote NO on Project Turbo

Photos/Documents: No file was uploaded

Additional Information:
Form submitted on: 10/6/2025 12:55:52 PM

[redacted]

Outlook

Concerns About Project Turbo

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Mon 10/6/2025 1:52 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Anna Kimpling [redacted]
Sent: Monday, October 6, 2025 12:52 PM
To: Beth Garmon (Planning) <bgarmon@hallcounty.org>
Subject: Concerns About Project Turbo

You don't often get email from [redacted] Learn why this is important

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

Dear Ms. Garmon,

I am a Hall County taxpayer and a resident of the City of Gainesville, and I am again writing to you with concerns about the proposed data center, Project Turbo, that would be going up on O'Kelly road. Data centers still consume massive amounts of water and electricity to function, and as a resident of the nearby city that this facility will be impacting, I believe it is my right to voice these concerns to you, our local government officials.

Cities and counties all over our country are feeling the hardship brought on by data centers' utility usage, from the stunning Great Lakes to the north, to the West Coast where they notoriously face drought, to the Southeast, and I don't want to see Gainesville or Hall County added to that list. While progress is exciting to see, and business opportunities are important for the community, I believe we should make sure that very same community is provided for first when it comes to basic needs, such as clean drinking water and affordable power.

I bring this up again because as stated in an article on Fox 5, it is noted that the City of Gainesville has already told the developers that they will not be able to meet the data center's water requirements if, "…the data center reached the high end of its estimated usage". This is an incredibly alarming thing to hear as a resident of Gainesville, because 'estimated range' doesn't have any fixed numbers and it could very well be a possibility that the data center exceeds the high end of this 'estimated usage'.

Over 200,000 people call Hall County home, with thousands of them living in the City of Gainesville alone, and it is worrying to think that any of us could be facing a future where clean drinking water is in short supply.

As your constituent, I am strongly urging you to vote against Project Turbo, protecting Hall County's residents, our livelihoods, and our beautiful natural landscape.

I eagerly look forward to your response regarding the matter,

Anna Hughs

304 Long Oak Drive
Gainesville, GA

Outlook

Project Turbo

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Mon 10/6/2025 1:55 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Lee Hughs <[redacted]
Sent: Monday, October 6, 2025 1:22 PM
To: Beth Garmon (Planning) <bgarmon@hallcounty.org>
Subject: Project Turbo

You don't often get email from [redacted] Learn why this is important

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

I am a Hall County taxpayer and a resident of the City of Gainesville at 604 Long Oak Drive, and I am writing to you with concerns about the proposed data center, Project Turbo, that would be going up on O'Kelly Road. It is a known fact that data centers consume massive amounts of water and electricity to function, and as a resident of the nearby city that this facility will be impacting, I believe it is my right to voice these concerns to you, our local government officials.

Not far from Hall County, Newton County is already facing water hardships brought about by the Meta data center that was built in the county in 2018. Residents report not having any water flowing through the taps, and also that the water is brown and filled with sediment, as the local water facilities are unable to meet the load the data center requires, while still providing vital service to the residents of Newton County.

In an article published September 15th on Fox 5, it is noted that the City of Gainesville has already told the developers that they will not be able to meet the data center's water requirements if, "…the data center reached the high end of its estimated usage". This is an incredibly alarming thing to hear as a resident of Gainesville, because 'estimated range' doesn't have any fixed numbers, and it could very well be a possibility that the data center exceeds the high end of this 'estimated usage'.

Furthermore, the developers have said that this data center will provide only 150 jobs, which is such a small number when compared to the thousands of people that call Gainesville home, and who could be facing a future where clean drinking water is in short supply. Not to mention the over 200,000 residents of Hall County that would feel the strain as well, along with our neighbors to the south of us, who rely on the steady water release from Lake Lanier for their own drinking water and to maintain their waterways.

As your constituent, I am strongly urging you to vote against Project Turbo, protecting Hall County's residents, our livelihoods, and our beautiful natural landscape.

Additionally, in a recent communication from Cameron Grogan and Chris Hoag they claim that "Gainesville DWR has said they can issue a not to exceed 200,000 gpd", but I do not see anything from Gainesville DWR in the documents provided to the public to verify their claim. I still do not think these developers have done enough to

address the concerns of other residents. I do not believe they are addressing our concerns in good faith. I would strongly discourage future projects with these developers.

Thank you so much for your time and consideration,

Lee Hughs

Outlook

(No subject)

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Tue 10/7/2025 3:35 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: ye [redacted]
Sent: Monday, October 6, 2025 9:01 PM
To: Beth Garmon (Planning) <bgarmon@hallcounty.org>
Subject:

You don't often get email from [redacted] Learn why this is important

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

Dear Beth Garmon

I am a Hall County tax payer and a resident of the City of Gainesville, and I am writing to you with concerns about the proposed data center, Project Turbo, that would be going up on O'Kelly road. It is a known fact that data centers consume massive amounts of water and electricity to function, and as a resident of the nearby city that this facility will be impacting, I believe it is my right to voice these concerns to you, our local government officials.

Not far from Hall County, Newton County to the south of Atlanta, is already facing water hardships brought about by the Meta data center that was built in the county in 2018. Residents report not having any water flowing through the taps, and also that the water is brown and filled with sediment, as the local water facilities are unable to meet the load the data center requires, while still providing vital service to the residents of Newton County.

In an article published September 15th on Fox 5, it is noted that the City of Gainesville has already told the developers that they will not be able to meet the data center's water requirements if, "…the data center reached the high end of its estimated usage". This is an incredibly alarming thing to hear as a resident of Gainesville, because 'estimated range' doesn't have any fixed numbers and it could very well be a possibility that the data center exceeds the high end of this 'estimated usage'.

Furthermore, the developers have said that this data center will provide only 150 jobs, which is such a small number when compared to the thousands of people that call Gainesville home, and who could be facing a future where clean drinking water is in short supply. Not to mention the over 200,000 residents of Hall County that would feel the strain as well, along with our neighbors to the south of us, who rely on the steady water release from Lake Lanier for their own drinking water and to maintain their waterways.

Project Turbo has claimed to bring in millions of dollars in revenue for the county, but I urge you to consider that the tourism Lake Lanier is able to sustain provides over 5 billion dollars annually to the county, as reported by the Greater Hall Chamber of Commerce. The data center project not only threatens the quality of life to residents of Gainesville and her surrounding areas, but also the thriving tourist

industry that many Hall County residents rely on, as the lake would face over harvesting to meet the needs of this data center.

As your constituent, I am strongly urging you to vote against Project Turbo, protecting Hall County's residents, our livelihoods, and our beautiful natural landscape.

Thank you so much for your time and consideration

Melany Vigil

Outlook

NO to Data Center

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Wed 10/8/2025 4:22 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

1 attachment (75 KB)
Letter to County Commissioners.pdf;

-----Original Message-----
From: Gwen Ingram [redacted]
Sent: Wednesday, October 8, 2025 7:21 AM
Cc: Jennifer Rivera (Administration) <jrivera@hallcounty.org>
Subject: NO to Data Center

[You don't often get email from [redacted] Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

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.

As a concerned Hall County Resident, I urge every member to vote NO on the proposed build for a data center in Hall County.

Hall County Should Say NO to Data Processing Center

Hall County should say NO to a new data center being proposed. A recently released report, from the University of Michigan, on the impact of comparable data centers shows the negative impacts outweigh the positive to rural and suburban areas.

1. **Environmental damage and habitat loss** would significantly impact our county. Local air/noise pollution harms wildlife and humans and negatively impacts quality of life.
2. **Increase local energy demand and will lead to higher utility costs.** The extensive and continuous power used at these centers force local companies to upgrade and/or buy more generation capacity. These costs will be passed on to residents and small businesses through higher rates.
3. **Extensive strain on water resources and local services** will strain local sewage and water facilities. We are already a community well aware of how droughts impact our county. We do not need a facility that uses massive amounts of water competing with residents who need a consistent water supply. While the city says it can handle the water, there is no guarantee that our water supply will remain consistent.
4. **Community and safety harms** will negatively impact our county. Security fencing reduces neighborhood livability and can depress property values. Outages, accidents, and cybersecurity incidents can disproportionately impact residents and businesses.
5. **Ineffective Tax Incentives:** Tax breaks for data centers do not deliver the promised economic benefits, such as high-paying jobs, and they reduce local tax revenues, while shifting financial burdens onto communities and schools. The corporations reap most of the tax incentives, while local communities carry the financial burden.

The evidence from existing data centers in Georgia, Illinois, Indiana, Iowa, Michigan, Nebraska, Utah, Virginia, and Washington show that communities are not benefiting. Local communities are sounding the alarm on the harm these data centers have caused their cities. No one is benefiting except for the corporations who have no vested interest in our community.

Hall County should just say NO to this center and put people over immediate profit.

Nguyen, Terry. “What Happens When Data Centers Come To Town.” Ford School Science,Technology, and Public Policy, July 2025. https://stpp.fordschool.umich.edu/sites/stpp/files/2025-07/stpp-data-centers-2025.pdf.

Outlook

Data center in Southeast Hall county

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Wed 10/8/2025 4:26 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

-----Original Message-----
From: Karis Lovell <[redacted]
Sent: Tuesday, October 7, 2025 11:35 PM
To: Open Records - Administration <orr_bocc@hallcounty.org>
Subject: Data center in Southeast Hall county

[Some people who received this message don't often get email from [redacted] Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

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 evening Ms. Rivera and Board of commissioners, after hearing the news of an AI data center being placed in my home of hall county which I've lived and planned to live my whole life, I am beginning to doubt if me and my family will further pursue our life here. With the progression of Hall co and its never ending upgrades I feel as though I can never feel quite at home anymore. So you can understand my frustration to hear that a center to fund artificial intelligence throughout the city is being planned. The toll this will take on our environment, fresh water, the lower and working class. I absolutely cannot stand for this whether I decide to stay or not, my neighbors and friends deserve a life with fresh clean accessible water, affordable housing, jobs with dignity and protection for immigrants. Keep Hall County safe, accepting and beautiful.

Print

Planning Commission Comments - September 2, 2025 - Submission #121645

Date Submitted: 9/2/2025

Comments completed in the form below will be submitted into the record for the September 2, 2025 meeting of the Hall County Planning Commission.

First Name*

Frankie

Last Name*

Chambers

Address1*

PO Box 591

Address2

City*

Gainesville

State*

GA

Zip*

30554

Zoning Item for Comment*

(A) 2400 Okelly Road | 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*

A. Rezone and B Special use. I oppose this. Data centers can have many effects on the community. This is a high residential area with a school right next door. Hall co commissioners need to leave as yall dont cate nothing about this community!

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.

Print

Planning Commission Comments - September 2, 2025 - Submission #121649

Date Submitted: 9/2/2025

Comments completed in the form below will be submitted into the record for the September 2, 2025 meeting of the Hall County Planning Commission.

First Name*

Alicia

Last Name*

Grizzle

Address1*

5744 Newberry Point Drive

Address2

City*

Flowery Branch

State*

GA

Zip*

30542

Zoning Item for Comment*

(A) 2400 Okelly Road | 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*

1) not enough info provided on the impact to the surrounding ecology, water sources & wildlife, etc

2) concern for noise issues, as searches for info seem to state ALL DATA CENTERS run their generators & cooling systems 24/7/365 & the “humming” from those can be heard constantly miles away.

3) concern of impact for the surrounding homes on the drawing of electricity and water from their homes. Will it reduce their accessibility to these at the speed & rate they have now ? Will it limit their WiFi access due to the amount of power it uses? Will their water pressure be diminished at all?

4) we are concerned about contaminations in runoff into our local water sources from said generators and cooling stations (for the computers).

5) We need more info on HOW this DATA CENTER will affect us locally. Do studies show living in close proximities to DATA CENTERS raise a greater chance of developing any form of cancers?

6) we have the right to have our questions answered above PRIOR TO ANY VOTES to allow this into OUR county!!

(A) & (B) OKELLY ROAD/Rezone

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.

Print

Planning Commission Comments - September 2, 2025 - Submission #121644

Date Submitted: 9/2/2025

Comments completed in the form below will be submitted into the record for the September 2, 2025 meeting of the Hall County Planning Commission.

First Name*

J

Last Name*

Hewell

Address1*

2676 Candler Road

Address2

City*

Gainesville

State*

GA

Zip*

30507

Zoning Item for Comment*

(B) 2400 Okelly Road | Special Use

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*

I am in opposition to the data center in O'kelley road. I am concerned as there is an elementary school less then a mile away! Has enough research been done on the long and short term effects of how this will impact the school and community- NO! Its has not. I will be petitioning against and also informing the community to the harmful consequences this will have.

Please write your comments in the box above.

File Upload

Choose File No file chosen

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

Would you like follow-up communication?

[redacted]

Please leave an email address and/or phone number if you would like a Hall County staff member to follow-up with you.

Outlook

The Environmental Cost of Data Centers

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Thu 9/4/2025 9:04 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Vickie Kanady <[redacted]
Sent: Tuesday, September 2, 2025 3:50 AM
To: Gregg Poole (County Commissioner) <gpoole@hallcounty.org>; David Gibbs <[redacted]
Beth Garmon (Planning) <bgarmon@hallcounty.org>; Jeff Stowe (County Commission) <jstowe@hallcounty.org>; Kathy Cooper (County Commissioner) <kcooper@hallcounty.org>; Billy Powell (County Commission) <bpowell@hallcounty.org>
Subject: The Environmental Cost of Data Centers

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Vote NO ON DATA CENTER, please!! Do the research first!!

https://netzeroinsights.com/resources/data-centers-environmental-cost/

Sent from my iPhone

Print

Planning Commission Comments - September 2, 2025 - Submission #121643

Date Submitted: 9/2/2025

Comments completed in the form below will be submitted into the record for the September 2, 2025 meeting of the Hall County Planning Commission.

First Name*

Vickie

Last Name*

Kanady

Address1*

5315 H Thomas Road

Address2

City*

Gainesville

State*

GA

Zip*

30506

Zoning Item for Comment*

(A) 2400 Okelly Road | 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*

(A) & (B) Okelly Road/Rezone

1) not enough info provided on the impact to the surrounding ecology, water sources & wildlife, etc

2) concern for noise issues, as searches for info seem to state ALL DATA CENTERS run their generators & cooling systems 24/7/365 & the “humming” from those can be heard constantly miles away.

3) concern of impact for the surrounding homes on the drawing of electricity and water from their homes. Will it reduce their accessibility to these at the speed & rate they have now ? Will it limit their WiFi access due to the amount of power it uses? Will their water pressure be diminished at all?

4) we are concerned about contaminations in runoff into our local water sources from said generators and cooling stations (for the computers).

5) We need more info on HOW this DATA CENTER will affect us locally. Do studies show living in close proximities to DATA CENTERS raise a greater chance of developing any form of cancers?

6) we have the right to have our questions answered above PRIOR TO ANY VOTES to allow this into OUR COUNTY!

https://netzeroinsights.com/resources/data-centers-environmental-cost/

Please write your comments in the box above.

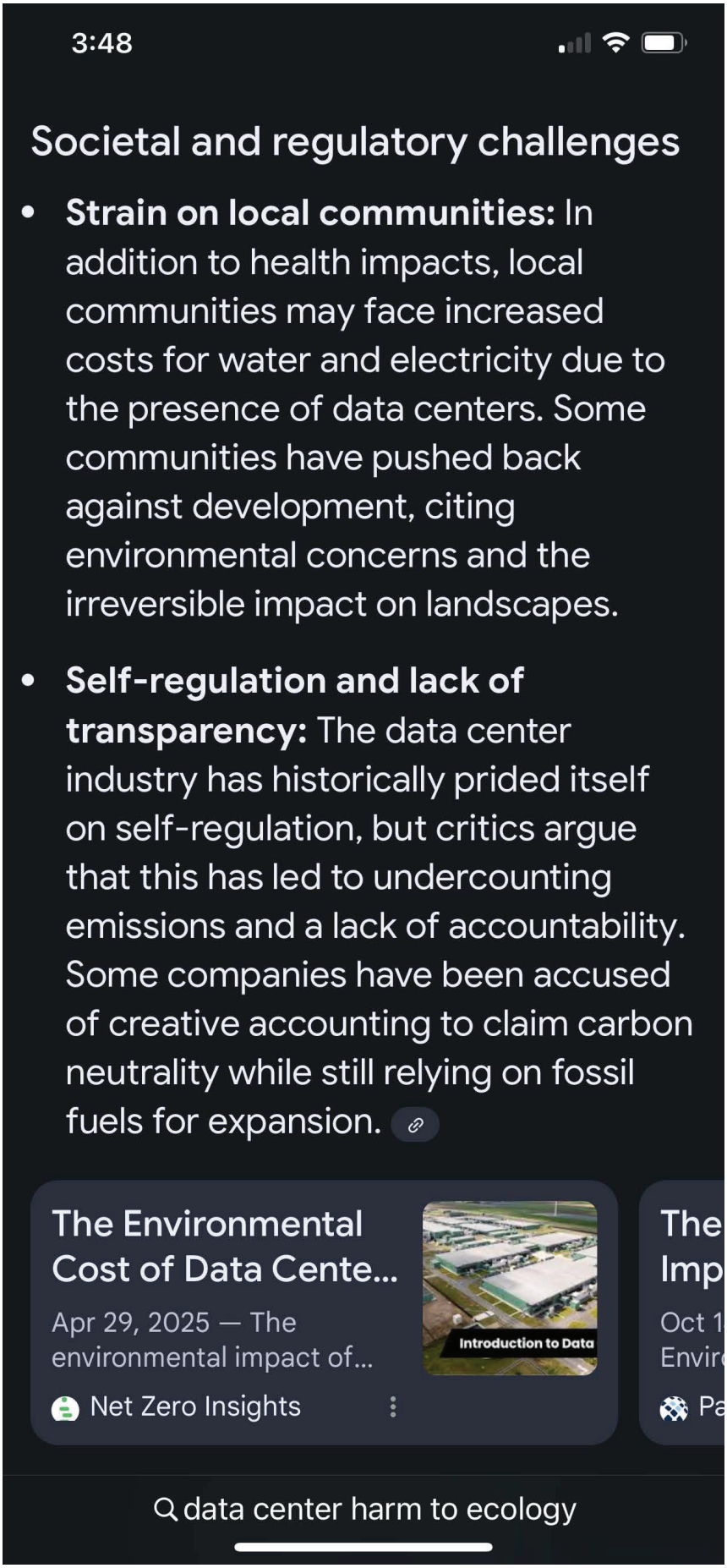
File Upload

IMG.png
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?

Yes [redacted]

Please leave an email address and/or phone number if you would like a Hall County staff member to follow-up with you.


3:48
Societal and regulatory challenges
• Strain on local communities: In addition to health impacts, local communities may face increased costs for water and electricity due to the presence of data centers. Some communities have pushed back against development, citing environmental concerns and the irreversible impact on landscapes.
• Self-regulation and lack of transparency: The data center industry has historically prided itself on self-regulation, but critics argue that this has led to undercounting emissions and a lack of accountability. Some companies have been accused of creative accounting to claim carbon neutrality while still relying on fossil fuels for expansion.
The Environmental Cost of Data Cente...
Apr 29, 2025 — The environmental impact of...
Net Zero Insights
Introduction to Data
The
Imp
Oct 1
Envir
Pa
data center harm to ecology

Print

Planning Commission Comments - September 2, 2025 - Submission #121647

Date Submitted: 9/2/2025

Comments completed in the form below will be submitted into the record for the September 2, 2025 meeting of the Hall County Planning Commission.

First Name*

Brenda

Last Name*

Rose

Address1*

6022 Cobb St

Address2

City*

Lula

State*

GA

Zip*

30554

Zoning Item for Comment*

(A) 2400 Okelly Road | 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*

2400 OKelky Rezone A&B

I stand with Vickie and the Concerned Citizens of Hall County. I don't have time to copy and paste all her concerns but please know, they are also mine. I also do not have time to attend the meeting so please consider this my public comment.

I would also like to add the way all of you on that board have destroyed and continue to destroy Hall county for your own personal benefit with no regard to the people is disgusting. High density housing without infrastructure is bad enough. Data centers are the beginning to the end of our freedoms. Shame on ALL of you if you move forward with it.

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?

Yes. I would line to know how each of you vote and why

Please leave an email address and/or phone number if you would like a Hall County staff member to follow-up with you.

Outlook

2400 Okelly Road / Rezone

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Mon 9/15/2025 2:50 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

-----Original Message-----
From: [redacted]
Sent: Monday, September 15, 2025 2:11 PM
To: Beth Garmon (Planning) <bgarmon@hallcounty.org>
Subject: 2400 Okelly Road / Rezone

[You don't often get email from [redacted] Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

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Hello Beth,

As a Hall County GOP Precinct Chairman, I am writing to advise you of the views myself and many of my precinct citizens hold about the proposed data center at 2400 Okelly Road.

We are OPPOSED to the proposal as considered by the Planning Commission for the following reasons.

When data centers come to town, communities face both economic opportunities and significant environmental and infrastructural challenges, including increased demand for electricity and water, potential grid strain, higher utility costs for residents, noise and visual pollution, and potential impacts on local landscapes and water sources.

According to a 2025 study by the Gerald R. Ford School of Public Policy, "while data centers can bring tax revenue and some jobs, the scale of their resource consumption often outweighs these benefits, leading to pressure on local resources and increased energy costs for residents."

Disadvantages of a community data center include.
1. Significant resource consumption (especially water and electricity). In a letter dated August 28, 2025 from The City of Gainesville Water Resources, Nick Swafford, Permitting Services and GIS Manager stated that the City does not have adequate domestic water capacity to serve the proposed data center. The estimates from the applicant are low and unproven. There have been no estimates listed detailing the massive electric consumption that will be required and the impact it will have on local electric bills.
2. Noise and light pollution affecting residents and wildlife.
3. Potential air pollution from backup generators.
4. Potential negative impacts on property values.
5. Increased landfill waste from discarded equipment.
6. Data centers also require large plots of land, leading to habitat loss and increased carbon footprints.
7. Placing strain on local power and water infrastructure impacting increased utility costs for the local taxpayers.

The close proximity to neighborhoods, schools and churches make this an unsuitable location for a massive (almost 1 million sq ft) data center running 24 hours a day, 7 days a week, 365 days a year.

In addition, the Zoning Analysis indicates many unacceptable assumptions about the ramifications of this project.

ZONING ANALYSIS

The proposed use may place significant demands on water and/or power resources.
Staff is unable to determine the extent to which property values are affected by the existing zoning restrictions.
Staff is unable to comment on the impact of property values without a full market analysis. Often it is difficult to determine the effect of a development on adjacent properties until the development is completed.
The request may be out of scale with the needs of the immediate neighborhood as the use of a data center can place significant demands on water and/or power resources.

The continuing reference to "the applicant has provided responses to these concerns stating that the impact will not be harmful to the community." is biased, unproven and unacceptable.

Furthermore, the fact that Chris Braswell as a member of the Planning Commission has a financial interest in this project strains the very credibility of the planning commission in approving the data center at this location!

The Planning Commission needs to vote NO on this proposal.

Ricki Lee Hagen

Outlook

New request received

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Wed 9/24/2025 4:45 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Hall County Government <do_not_reply@civicplus.com>
Sent: Thursday, September 18, 2025 6:16 PM
To: PIO <PIO@hallcounty.org>
Subject: New request received

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Category Planning & Zoning has received a new request.

Here is what we have on file:

Planning & Zoning

#2081

View Request

		SUBMITTER
Category:	Planning & Zoning	**Wyatt Goad**
Priority:	3	
Assigned To:	Crowe Sarah	
Submitted:	9/18/2025 6:16 PM	**CONTACT**
Source:	Website 104.23.245.108	[redacted]

View any uploaded files by proceeding to the link below and looking up your request by RequestID

[redacted]

OR

View any uploaded files by signing in and proceeding to the link below

[redacted]

REQUEST DETAILS

Description

This data center will NOT be good for the local environment. I'm concerned for our clean water, air pollution, and the local hunting and vegetation. This data center has no place in Gainesville and is just going to do more harm than good.

Brief Description

This data center will NOT be good for the local environment. I'm concerned for our clean water, air pollution, and the local hunting and vegetation. This data center has

no place in Gainesville and is just going to do more harm than good.

Problem Location

Street Number and Name

000

O’Kelley Road

Address Line 2

City

Gainesville

State

Georgia

Zip Code

Your Information

Name

Wyatt Goad

Street Number and Name

Address Line 2

City

State

Zip Code

Phone Number

Fax Number

Email Address

[redacted]

Preferred Contact Method

email

Outlook

Data Center proposed at 2400 O'Kelley

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Thu 9/25/2025 9:53 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Jackie Corey [redacted]
Sent: Wednesday, September 24, 2025 6:25 PM
To: Beth Garmon (Planning) <bgarmon@hallcounty.org>
Subject: Data Center proposed at 2400 O'Kelley

You don't often get email from [redacted] Learn why this is important

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Dear Beth:

I would like to add my name, Jackie Y Corey and my husband, William E. Corey, to the list of people who are opposed to the project proposed on O'Kelley and Candler Road in Gainesville. There are too many unanswered questions and we are very concerned about how such a massive project will affect Gainesville,

We are also concerned about the conflict of interest concerning Planning Commission Chair, Chris Braswell, who works with Norton Commercial, which is selling the land to the developer. October 6 is too soon to make such a monumental decision, also without allowing debate from the citizens. Our environment could be greatly affected.

It seems this is just being allowed to be pushed through and that is not acceptable.

Thank you for your consideration.

Jackie Y Corey
[redacted]

Outlook

Concern for proposed data center "Project Turbo"

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Mon 9/29/2025 4:57 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Patrick Flint <[redacted]
Sent: Monday, September 29, 2025 4:39 PM
To: Beth Garmon (Planning) <bgarmon@hallcounty.org>
Subject: Concern for proposed data center "Project Turbo"

You don't often get email from [redacted] Learn why this is important

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Dear Ms. Garmon,

I am a resident of Hall County writing to express my strong concerns about the proposed Project Turbo data center at 2400 O'Kelly Road. Data centers today consume between 300,000 and 1,000,000 gallons of water per day for cooling. As a 900,000-square-foot facility drawing from Gainesville's municipal water supply—sourced from Lake Lanier—this project could consume hundreds of thousands of gallons daily for server cooling, exacerbating our region's vulnerability to shortages. We've seen Lake Lanier drop dramatically during the 2007-2009 drought, and 15 feet in 2023. With Georgia's data center boom already straining resources statewide, prioritizing this development risks household disruptions, higher utility costs, and ecosystem harm. Understanding how data centers have also negatively impacted community electricity supply should also be a key consideration in this matter.

I spoke with one county commissioner at the Flowery Branch Festival and he knew of the data center but was not aware of the impact to the water system or the electrical system.

While I understand public comment is not permitted at the October 6 Planning Commission meeting, I urge the Commission to recommend denial or require robust mitigations, such as electricity guarantees, binding water-use caps and drought contingency plans, before forwarding to the October 23 Board hearing. Our community's long-term sustainability must come first over short-term economic gains.

Thank you for forwarding this to the Planning and County Commissions and ensuring resident voices are considered. I appreciate your attention and am available for any follow-up.

Sincerely,
Patrick Flint
5414 Yachtsman Ln
Gainesville, GA 30504
[redacted]

Outlook

DATA CENTER

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Wed 10/1/2025 4:58 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: MARGARET <[redacted]
Sent: Wednesday, October 1, 2025 11:43 AM
To: Beth Garmon (Planning) <bgarmon@hallcounty.org>
Subject: DATA CENTER

[redacted]ppears similar to someone who previously sent you email, but may not be that person. Learn why this could be a risk

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Attention Planning Commission:

In response to the proposed Data Center proposed in Hall County, here are the reasons we the signed below oppose:

Water usage: so many residents depend on Lake Lanier for water, and With the unprecedented building of new residence's, warehouses, etc. It does seem a no brainer that the water resource is being drained continually. If there is a drop in water at Lake Lanier, who comes first as to getting water.

Tax issues: We the property owners are being taxed higher and higher. Will this Data center see tax advantages as all the other new building does? Will the current residents see a tax drop.

BOTTOM LINE - WHAT'S THE ADVANTAGE TO ALL THE CURRENT RESIDENCE.

WE SAY NO TO DATA CENTER

Marc & Margaret Rixford
4254 Red Fox ?Trail
Oakwood, GA. 30566
Hall county residents.

Katie L. Greenway (Planning)

From: Katie L. Greenway (Planning)
Sent: Friday, October 3, 2025 12:56 PM
To: Katie L. Greenway (Planning)
Subject: FW: Project Data Center

From: Scott Hall [redacted]
Sent: Thursday, October 2, 2025 8:26 PM
To: Beth Garmon (Planning) <bgarmon@hallcounty.org>
Subject: Project Data Center

You don't often get email from [redacted] Learn why this is important

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Dear Ms. Garmon,

I am a resident of Hall County writing to express my strong concerns about the proposed Project Turbo data center at 2400 O'Kelly Road. Data centers today consume between 300,000 and 1,000,000 gallons of water per day for cooling. As a 900,000-square-foot facility drawing from Gainesville's municipal water supply—sourced from Lake Lanier—this project could consume hundreds of thousands of gallons daily for server cooling, exacerbating our region's vulnerability to shortages. We've seen Lake Lanier drop dramatically during the 2007-2009 drought, and 15 feet in 2023. With Georgia's data center boom already straining resources statewide, prioritizing this development risks household disruptions, higher utility costs, and ecosystem harm. Understanding how data centers have also negatively impacted community electricity supply should also be a key consideration in this matter.

While I understand public comment is not permitted at the October 6 Planning Commission meeting, I urge the Commission to recommend denial or require robust mitigations, such as electricity guarantees, binding water-use caps and drought contingency plans, before forwarding to the October 23 Board hearing. Our community's long-term sustainability must come first over short-term economic gains.

Thank you for forwarding this to the Commission and ensuring resident voices are considered. I appreciate your attention and am available for any follow-up.

Regards,

Scott Hall
[redacted]
5408 Yachtsman Lane
Gainesville, GA 30504
Business Development - OFS

Outlook

NO TO Project Turbo

From Rich Elsarelli <[redacted]
Date Sun 10/5/2025 10:37 AM
To Beth Garmon (Planning) <bgarmon@hallcounty.org>

You don't often get email from [redacted] Learn why this is important

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Dear Ms. Garmon,

I hope this message finds you well. My name is Rich Elsarelli, and I am a resident and voter in Hall County. I am writing to formally express my opposition to the approval of Project Turbo.

Large-scale data centers such as the one proposed typically consume millions of gallons of water per day for cooling. Gainesville's municipal system, which draws from Lake Lanier, would bear this demand. As you know, our community has faced serious water challenges in the past, including the severe drought of 2007–2009 and water levels that measured 15 feet below full pool as recently as 2023. Other Georgia counties hosting similar facilities have already reported service disruptions, raising legitimate concerns about the risks we may face locally.

Given these realities, I believe citizens are entitled to full transparency before any approvals, incentives, or commitments are granted. Several critical questions remain unanswered:

- Who is the developer, and where are they headquartered?
- What corporate affiliations, partnerships, or financial backers are tied to this project?
- What binding commitments, if any, will be made to safeguard Hall County's long-term water security?

Without clear and verifiable answers to these questions, I respectfully urge you and your colleagues to oppose the approval of Project Turbo. The potential risks to our water supply and community wellbeing far outweigh the promises of short-term economic gain.

Thank you for your service to our county and for your consideration of this important issue.

Sincerely,
Rich Elsarelli

[redacted]
Gainesville, GA

Outlook

Public Comment on Project Turbo – Water Security, Transparency, and Long-Term Impact

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Mon 10/6/2025 9:03 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Charles Vanderbilt
Sent:
To: Beth Garmon (Planning)
Subject: Fw: Public Comment on Project Turbo – Water Security, Transparency, and Long-Term Impact

Dear Ms. Garmon,

I hope you are well. I am writing to submit public comments regarding Project Turbo, the proposed $1.2 billion data center development off O'Kelly Road in southeast Hall County.

While the project's potential economic benefits are recognized, I remain deeply concerned about its impact on Hall County's long-term water security and incomplete transparency regarding environmental and fiscal details. Data centers of this magnitude can consume millions of gallons of water daily for cooling. Because Gainesville's municipal system draws from Lake Lanier, any significant new demand could heighten regional strain during drought cycles, such as those experienced in 2007–2009 and again in 2023, when the lake fell over fifteen feet below its complete pool level.

Before any approvals, tax incentives, or infrastructure commitments are considered, I respectfully request that the following questions be addressed publicly:

1. Developer Identity: Who is the primary developer, and where are they based?
2. Corporate Affiliations: What corporate entities, partnerships, or financial backers are involved?
3. Water Commitment: What specific, enforceable commitments will the developer make to safeguard Hall County's water supply over the long term?
4. Usage Estimates: What are the projected average and peak daily water demands, and how will consumption be managed during drought conditions or supply restrictions?
5. Cooling Technology: Will the facility use air-cooled, closed-loop, or reclaimed-water systems, and have sustainable alternatives been evaluated?
6. Infrastructure Impact: How will the required water and power infrastructure affect existing residential and agricultural users in the region?
7. Emergency Protocols: What mitigation plans are in place if Lake Lanier levels drop significantly or regional water restrictions are imposed?
8. Energy Demand: What is the projected electrical load, and will renewable or efficiency-based power sources be utilized?
9. Tax Incentives: What local or state incentives, abatements, or infrastructure subsidies are being offered, and what is the projected net fiscal impact on Hall County taxpayers?
10. Ongoing Oversight: Will a public oversight or liaison mechanism be established to ensure continued transparency regarding water usage, energy consumption, and environmental compliance

once operations begin?

These are not minor details—they go directly to public trust, fiscal responsibility, and environmental stewardship. As citizens, we support growth that is sustainable, transparent, and accountable to the people.

Thank you for receiving these comments and ensuring they are entered into the public record for the October 23 Board of Commissioners hearing. I appreciate your attention to this important matter and your continued service to our community.

Respectfully, Charles Vanderbilt
5432 Falling Branch Ct
Flowery Branch, GA 30542
[redacted]

Outlook

Online Form Submittal: Planning Inquiry

From noreply@civicplus.com <noreply@civicplus.com>
Date Mon 10/6/2025 12:56 PM
To Planning <planning@hallcounty.org>

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If you are having problems viewing this HTML email, click to view a Text version.

Planning Inquiry

Name*	Anna Hughs
Email*	[redacted]
Address or Parcel Number*	604 Long Oak Dr
Phone number	[redacted]
Reason for Request*	The Project Turbo data center has already been told by the City of Gainesville they do not have the capacity to meet their water needs. This is alarming to residents who rely on Lake Lanier for our
Photos/Documents	Choose File No file chosen Convert to PDF? ☐ (DOC, DOCX, XLS, XLSX, TXT)

* indicates required fields.

View any uploaded files by [www.hallcounty.org/MyAccount]signing in and then proceeding to the link below:
http://www.hallcounty.org/Admin/FormHistory.aspx?SID=2711

The following form was submitted via your website: Planning Inquiry

Name: Anna Hughs

[redacted]

Address or Parcel Number: 604 Long Oak Dr

[redacted]

Reason for Request: The Project Turbo data center has already been told by the City of Gainesville they do not have the capacity to meet their water needs. This is alarming to residents who rely on Lake Lanier for our drinking water, and who might now be facing water scarcity. Please vote NO on Project Turbo

Photos/Documents: No file was uploaded

Additional Information:
Form submitted on: 10/6/2025 12:55:52 PM

[redacted]

Outlook

Concerns About Project Turbo

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Mon 10/6/2025 1:52 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Anna Kimpling [redacted]
Sent: Monday, October 6, 2025 12:52 PM
To: Beth Garmon (Planning) <bgarmon@hallcounty.org>
Subject: Concerns About Project Turbo

You don't often get email from [redacted] Learn why this is important

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Dear Ms. Garmon,

I am a Hall County taxpayer and a resident of the City of Gainesville, and I am again writing to you with concerns about the proposed data center, Project Turbo, that would be going up on O'Kelly road. Data centers still consume massive amounts of water and electricity to function, and as a resident of the nearby city that this facility will be impacting, I believe it is my right to voice these concerns to you, our local government officials.

Cities and counties all over our country are feeling the hardship brought on by data centers' utility usage, from the stunning Great Lakes to the north, to the West Coast where they notoriously face drought, to the Southeast, and I don't want to see Gainesville or Hall County added to that list. While progress is exciting to see, and business opportunities are important for the community, I believe we should make sure that very same community is provided for first when it comes to basic needs, such as clean drinking water and affordable power.

I bring this up again because as stated in an article on Fox 5, it is noted that the City of Gainesville has already told the developers that they will not be able to meet the data center's water requirements if, "…the data center reached the high end of its estimated usage". This is an incredibly alarming thing to hear as a resident of Gainesville, because 'estimated range' doesn't have any fixed numbers and it could very well be a possibility that the data center exceeds the high end of this 'estimated usage'.

Over 200,000 people call Hall County home, with thousands of them living in the City of Gainesville alone, and it is worrying to think that any of us could be facing a future where clean drinking water is in short supply.

As your constituent, I am strongly urging you to vote against Project Turbo, protecting Hall County's residents, our livelihoods, and our beautiful natural landscape.

I eagerly look forward to your response regarding the matter,

Anna Hughs

304 Long Oak Drive
Gainesville, GA

Outlook

Project Turbo

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Mon 10/6/2025 1:55 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Lee Hughs <[redacted]
Sent: Monday, October 6, 2025 1:22 PM
To: Beth Garmon (Planning) <bgarmon@hallcounty.org>
Subject: Project Turbo

You don't often get email from [redacted] Learn why this is important

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

I am a Hall County taxpayer and a resident of the City of Gainesville at 604 Long Oak Drive, and I am writing to you with concerns about the proposed data center, Project Turbo, that would be going up on O'Kelly Road. It is a known fact that data centers consume massive amounts of water and electricity to function, and as a resident of the nearby city that this facility will be impacting, I believe it is my right to voice these concerns to you, our local government officials.

Not far from Hall County, Newton County is already facing water hardships brought about by the Meta data center that was built in the county in 2018. Residents report not having any water flowing through the taps, and also that the water is brown and filled with sediment, as the local water facilities are unable to meet the load the data center requires, while still providing vital service to the residents of Newton County.

In an article published September 15th on Fox 5, it is noted that the City of Gainesville has already told the developers that they will not be able to meet the data center's water requirements if, "…the data center reached the high end of its estimated usage". This is an incredibly alarming thing to hear as a resident of Gainesville, because 'estimated range' doesn't have any fixed numbers, and it could very well be a possibility that the data center exceeds the high end of this 'estimated usage'.

Furthermore, the developers have said that this data center will provide only 150 jobs, which is such a small number when compared to the thousands of people that call Gainesville home, and who could be facing a future where clean drinking water is in short supply. Not to mention the over 200,000 residents of Hall County that would feel the strain as well, along with our neighbors to the south of us, who rely on the steady water release from Lake Lanier for their own drinking water and to maintain their waterways.

As your constituent, I am strongly urging you to vote against Project Turbo, protecting Hall County's residents, our livelihoods, and our beautiful natural landscape.

Additionally, in a recent communication from Cameron Grogan and Chris Hoag they claim that "Gainesville DWR has said they can issue a not to exceed 200,000 gpd", but I do not see anything from Gainesville DWR in the documents provided to the public to verify their claim. I still do not think these developers have done enough to

address the concerns of other residents. I do not believe they are addressing our concerns in good faith. I would strongly discourage future projects with these developers.

Thank you so much for your time and consideration,

Lee Hughs

Outlook

(No subject)

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Tue 10/7/2025 3:35 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: ye [redacted]
Sent: Monday, October 6, 2025 9:01 PM
To: Beth Garmon (Planning) <bgarmon@hallcounty.org>
Subject:

You don't often get email from [redacted] Learn why this is important

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

Dear Beth Garmon

I am a Hall County tax payer and a resident of the City of Gainesville, and I am writing to you with concerns about the proposed data center, Project Turbo, that would be going up on O'Kelly road. It is a known fact that data centers consume massive amounts of water and electricity to function, and as a resident of the nearby city that this facility will be impacting, I believe it is my right to voice these concerns to you, our local government officials.

Not far from Hall County, Newton County to the south of Atlanta, is already facing water hardships brought about by the Meta data center that was built in the county in 2018. Residents report not having any water flowing through the taps, and also that the water is brown and filled with sediment, as the local water facilities are unable to meet the load the data center requires, while still providing vital service to the residents of Newton County.

In an article published September 15th on Fox 5, it is noted that the City of Gainesville has already told the developers that they will not be able to meet the data center's water requirements if, "…the data center reached the high end of its estimated usage". This is an incredibly alarming thing to hear as a resident of Gainesville, because 'estimated range' doesn't have any fixed numbers and it could very well be a possibility that the data center exceeds the high end of this 'estimated usage'.

Furthermore, the developers have said that this data center will provide only 150 jobs, which is such a small number when compared to the thousands of people that call Gainesville home, and who could be facing a future where clean drinking water is in short supply. Not to mention the over 200,000 residents of Hall County that would feel the strain as well, along with our neighbors to the south of us, who rely on the steady water release from Lake Lanier for their own drinking water and to maintain their waterways.

Project Turbo has claimed to bring in millions of dollars in revenue for the county, but I urge you to consider that the tourism Lake Lanier is able to sustain provides over 5 billion dollars annually to the county, as reported by the Greater Hall Chamber of Commerce. The data center project not only threatens the quality of life to residents of Gainesville and her surrounding areas, but also the thriving tourist

industry that many Hall County residents rely on, as the lake would face over harvesting to meet the needs of this data center.

As your constituent, I am strongly urging you to vote against Project Turbo, protecting Hall County's residents, our livelihoods, and our beautiful natural landscape.

Thank you so much for your time and consideration

Melany Vigil

Date: October 16, 2025
To: Hall County Board of Commissioners
From: Rick and Sandy LaPlante, Hall County Residents
Re: Project Turbo – Oct 23, 6pm Board of Commissioners Meeting

This is a respectful request to please table the proposed Data Center at 2400 O'Kelly Road during the Board of Commissioners Meeting on October 23 at 6pm. This project should not be voted upon without a transparent study on its full impact on our community. **This study should include how such a massive project impacts the infrastructure, the environment, and the finances of Hall County citizens.** To vote that this project move forward, before a full transparent study is done, would show complete disregard for local residents. Those same people who voted for you deserve at least equal consideration with the developers on this project.

Key Concerns

1. **Lack of Transparency and Rushed Approval**
   Limited details were provided to the Planning Commission before the project was moved forward -- what type of data center, who the end users are, and how this facility will affect local utilities and resources.

2. **Massive Energy Demands**
   Data centers operate 24/7 and consume enormous amounts of electricity. An increased power demand can drive up rates for local residents. (In other states the rates more than doubled with electricity costs transferred to residents as opposed to be covered by the ownership of the facility.) This burden is levied on all citizens, not just the few that benefit financially from this center.

3. **High Water Usage**
   Substantial amounts of water are required in the cooling systems of data centers. The applicant revised usage down to 225,000 gallons per day yet comparable centers consume easily 800,000 and up to 1 Million gallons per day. The lower estimate has no independent verification.

4. **Big Tech Lack of Accountability**
   Commonly major tech corporations operate through shell LLCs, concealing project details through NDAs and trade secret claims. Often communities are left in the dark about true costs and long-term impacts because they did not have a transparent study of impact prior to the project being in place.

5. **Tax Breaks Transferred to Local Taxpayers**
   Data Centers receive large sales tax exemptions on construction materials and equipment (GA House Bill 696) shifting the financial burden onto local taxpayers – while Big Tech companies reap the profits.

Please table Project Turbo until the County provides a full study on its environmental, financial, and infrastructure impacts and releases those details to the public.

Respectfully.

Rick LaPlante

Sandy LaPlante

Outlook

Project Turbo - Please Table this Proposal

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Fri 10/17/2025 9:41 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

1 attachment (153 KB)
ProjectTurbo.pdf;

-----Original Message-----
From: Sandy [redacted]
Sent: Thursday, October 16, 2025 7:30 PM
To: Jennifer Rivera (Administration) <jrivera@hallcounty.org>; Gregg Poole (County Commissioner) <gpoole@hallcounty.org>
Cc: Rick [redacted]
Subject: Project Turbo - Please Table this Proposal

[Some people who received this message don't often get email from [redacted]. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

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.

Date: October 16, 2025
To: Hall County Board of Commissioners
From: Rick and Sandy LaPlante, Hall County Residents
Re: Project Turbo – Oct 23, 6pm Board of Commissioners Meeting

This is a respectful request to please table the proposed Data Center at 2400 O’Kelly Road during the Board of Commissioners Meeting on October 23 at 6pm. This project should not be voted upon without a transparent study on its full impact on our community. This study should include how such a massive project impacts the infrastructure, the environment, and the finances of Hall County citizens. To vote that this project move forward, before a full transparent study is done, would show complete disregard for local residents. Those same people who voted for you deserve at least equal consideration with the developers on this project.

Key Concerns
* Lack of Transparency and Rushed Approval

Limited details were provided to the Planning Commission before the project was moved forward -- what type of data center, who the end users are, and how this facility will affect local utilities and resources.

* Massive Energy Demands

Data centers operate 24/7 and consume enormous amounts of electricity. An increased power demand can drive up rates for local residents. (In other states the rates more than doubled with electricity costs transferred to residents as opposed to be covered by the ownership of the facility.) This burden is levied on all citizens, not just the few that benefit financially from this center.

* High Water Usage

Substantial amounts of water are required in the cooling systems of data centers. The applicant revised usage down to 225,000 gallons per day yet comparable centers consume easily 800,000 and up to 1 Million gallons per day. The lower estimate has no independent verification.

* Big Tech Lack of Accountability

Commonly major tech corporations operate through shell LLCs, concealing project details through NDAs and trade secret claims. Often communities are left in the dark about true costs and long-term impacts because they did not have a transparent study of impact prior to the project being in place.

* Tax Breaks Transferred to Local Taxpayers

Data Centers receive large sales tax exemptions on construction materials and equipment (GA House Bill 696) shifting the financial burden onto local taxpayers – while Big Tech companies reap the profits.

Please table Project Turbo until the County provides a full study on its environmental, financial, and infrastructure impacts and releases those details to the public.

Respectfully.

Rick LaPlante

Sandy LaPlante

Outlook

Proposed Rezoning and Special use at 2400 Okelly Rd

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Thu 10/16/2025 8:42 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

-----Original Message-----
From: <
Sent: Wednesday, October 15, 2025 1:14 PM
To: Jennifer Rivera (Administration) <jrivera@hallcounty.org>
Subject: Proposed Rezoning and Special use at 2400 Okelly Rd

[You don't often get email from Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

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.

Dear Commissioners,

I am writing to strongly urge the board of commissioners to TABLE or NOT APPROVE the Rezoning and Special Use application for the proposed data center at 2400 Okelly Rd.

I have followed this project through the Planning Committee and am shocked at the rushed approval for this massive project. The applicant supplied limited details on several critical issues including what type of data center is proposed, who the end users are, and how this facility will affect local utilities and resources.

Data centers operate 24/7 and consume extraordinary amounts of electricity.
There has been no information on the amount of energy needed, how that affects infrastructure build out by Jackson EMC and who bears the extra cost. Ratepayers?

Cooling systems in data centers require substantial amounts of water.
Gainesville Water Resources (Nick Swafford) has confirmed that the City does not have adequate domestic water capacity for the proposed site at the requested 500,000 gpd. The applicant now claims a revised usage of 225,000 gallons per day, yet comparable data centers typically consume 800,000 to 1 million gallons daily. There is no independent verification to support their lower estimate and water supplies from Lake Lanier have suffered during drought.

Major tech corporations-such as Amazon, Google, Microsoft, Meta, and QTS-commonly operate through shell LLCs, concealing project details through NDAs and trade secret claims. Communities are often left in the dark about true costs and long-term impacts.

Under Georgia House Bill 696, data centers receive substantial sales tax exemptions on construction materials and equipment. These corporate tax breaks shift the financial burden onto local taxpayers, while Big Tech companies reap the profits.

In conclusion there are simply too many unanswered questions and issues to approve of this proposal. It needs to be voted down or tabled until additional facts, not estimates, can be presented to the public.

The fact that the sitting Chairman of the Planning Committee is the realtor who will benefit financially from this project stinks to high heaven!

According to a 2025 study by the Gerald R. Ford School of Public Policy, "While data centers can bring tax revenue and some jobs, the scale of their resource consumption often outweighs these benefits, leading to pressure on local resources and increased energy costs for residents."

Let me remind the commissioners, you are elected to serve the needs of the taxpayers and constituents of Hall County. This means putting the community as your first priority, not a hand full of realtors and developers who stand to make millions.

Ricki Hagen
Hall County GOP
6th Precinct Chairman

Outlook

NO to Data Center

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Wed 10/8/2025 4:22 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

1 attachment (75 KB)
Letter to County Commissioners.pdf;

-----Original Message-----
From: Gwen Ingram [redacted]
Sent: Wednesday, October 8, 2025 7:21 AM
Cc: Jennifer Rivera (Administration) <jrivera@hallcounty.org>
Subject: NO to Data Center

[You don't often get email from [redacted] Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

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.

As a concerned Hall County Resident, I urge every member to vote NO on the proposed build for a data center in Hall County.

Hall County Should Say NO to Data Processing Center

Hall County should say NO to a new data center being proposed. A recently released report, from the University of Michigan, on the impact of comparable data centers shows the negative impacts outweigh the positive to rural and suburban areas.

1. **Environmental damage and habitat loss** would significantly impact our county. Local air/noise pollution harms wildlife and humans and negatively impacts quality of life.
2. **Increase local energy demand and will lead to higher utility costs.** The extensive and continuous power used at these centers force local companies to upgrade and/or buy more generation capacity. These costs will be passed on to residents and small businesses through higher rates.
3. **Extensive strain on water resources and local services** will strain local sewage and water facilities. We are already a community well aware of how droughts impact our county. We do not need a facility that uses massive amounts of water competing with residents who need a consistent water supply. While the city says it can handle the water, there is no guarantee that our water supply will remain consistent.
4. **Community and safety harms** will negatively impact our county. Security fencing reduces neighborhood livability and can depress property values. Outages, accidents, and cybersecurity incidents can disproportionately impact residents and businesses.
5. **Ineffective Tax Incentives:** Tax breaks for data centers do not deliver the promised economic benefits, such as high-paying jobs, and they reduce local tax revenues, while shifting financial burdens onto communities and schools. The corporations reap most of the tax incentives, while local communities carry the financial burden.

The evidence from existing data centers in Georgia, Illinois, Indiana, Iowa, Michigan, Nebraska, Utah, Virginia, and Washington show that communities are not benefiting. Local communities are sounding the alarm on the harm these data centers have caused their cities. No one is benefiting except for the corporations who have no vested interest in our community.

Hall County should just say NO to this center and put people over immediate profit.

Nguyen, Terry. “What Happens When Data Centers Come To Town.” Ford School Science,Technology, and Public Policy, July 2025. https://stpp.fordschool.umich.edu/sites/stpp/files/2025-07/stpp-data-centers-2025.pdf.

Outlook

Oppose Project Turbo

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Mon 10/13/2025 8:19 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: annabeljoyner.aj <[redacted]
Sent: Thursday, October 9, 2025 8:31 PM
To: Beth Garmon (Planning) <bgarmon@hallcounty.org>
Subject: Oppose Project Turbo

You don't often get email from [redacted] Learn why this is important

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

Dear Beth Garmon,
I am a Hall County tax payer and a resident of the City of Gainesville, and I am writing to you with concerns about the proposed data center, Project Turbo, that would be going up on O'Kelly road. It is a known fact that data centers consume massive amounts of water and electricity to function, and as a resident of the nearby city that this facility will be impacting, I believe it is my right to voice these concerns to you, our local government officials.
Not far from Hall County, Newton County to the south of Atlanta, is already facing water hardships brought about by the Meta data center that was built in the county in 2018. Residents report not having any water flowing through the taps, and also that the water is brown and filled with sediment, as the local water facilities are unable to meet the load the data center requires, while still providing vital service to the residents of Newton County.
In an article published September 15th on Fox 5, it is noted that the City of Gainesville has already told the developers that they will not be able to meet the data center's water requirements if, "…the data center reached the high end of its estimated usage". This is an incredibly alarming thing to hear as a resident of Gainesville, because 'estimated range' doesn't have any fixed numbers and it could very well be a possibility that the data center exceeds the high end of this 'estimated usage'.
Furthermore, the developers have said that this data center will provide only 150 jobs, which is such a small number when compared to the thousands of people that call Gainesville home, and who could be facing a future where clean drinking water is in short supply. Not to mention the over 200,000 residents of Hall County that would feel the strain as well, along with our neighbors to the south of us, who rely on the steady water release from Lake Lanier for their own drinking water and to maintain their waterways.
Project Turbo has claimed to bring in millions of dollars in revenue for the county, but I urge you to consider that the tourism Lake Lanier is able to sustain provides over 5 billion dollars annually to the county, as reported by the Greater Hall Chamber of Commerce. The data center project not only threatens the quality of life to residents of Gainesville and her surrounding areas, but also the thriving tourist industry that many Hall County residents rely on, as the lake would face over harvesting to meet the needs of this data center.
As your constituent, I am strongly urging you to vote against Project Turbo, protecting Hall County's residents, our livelihoods, and our beautiful natural landscape.
Thank you so much for your time and consideration

-Annabel Joyner
Resident of Gainesville, GA 30504

Outlook

Do Not Approve - Rezoning & Special Use for Proposed Data Center

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Thu 10/16/2025 8:41 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: M. Livesay
Sent: Wednesday, October 15, 2025 2:52 PM
To: Jennifer Rivera (Administration) <jrivera@hallcounty.org>
Subject: Do Not Approve - Rezoning & Special Use for Proposed Data Center

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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.

Dear Commissioners,

I am writing to strongly urge the Board of Commissioners to TABLE or NOT APPROVE the Rezoning and Special Use application for the proposed data center at 2400 Okelly Rd.

I have followed this project through the Planning Committee and am shocked at the rushed approval for this massive project. The applicant supplied limited details on several critical issues including what type of data center is proposed, who the end users are, and how this facility will affect local utilities and resources.

Data centers operate 24/7 and consume extraordinary amounts of electricity. There has been no information on the amount of energy needed, how that affects infrastructure build out by Jackson EMC and who bears the extra cost. Ratepayers?

Cooling systems in data centers require substantial amounts of water. Gainesville Water Resources (Nick Swafford) has confirmed that the City does not have adequate domestic water capacity for the proposed site at the requested 500,000 gpd. The applicant now claims a revised usage of 225,000 gallons per day, yet comparable data centers typically consume 800,000 to 1 million gallons daily. There is no independent verification to support their lower estimate and water supplies from Lake Lanier have suffered during drought.

Major tech corporations-such as Amazon, Google, Microsoft, Meta, and QTS-commonly operate through shell LLCs, concealing project details through NDAs and trade secret claims. Communities are often left in the dark about true costs and long-term impacts.

Under Georgia House Bill 696, data centers receive substantial sales tax exemptions on construction materials and equipment. These corporate tax breaks shift the financial burden onto local taxpayers, while Big Tech companies reap the profits.

The fact that the sitting Chairman of the Planning Committee is the realtor who will benefit financially from this project stinks to high heaven! Just on that fact alone, this proposed Data Center to the Planning Committee should have never seen the light of day.

According to a 2025 study by the Gerald R. Ford School of Public Policy, "While data centers can bring tax revenue and some jobs, the scale of their resource consumption often outweighs these benefits, leading to pressure on local resources and increased energy costs for residents."

Remember, you are elected to serve the needs of the taxpayers and constituents of Hall County!! This means putting the community as your first priority, not a handful of realtors and developers who stand to make millions.

In conclusion there are simply too many unanswered questions and issues to approve of this proposal. It needs to be voted down or tabled until additional facts, not estimates, can be widely presented to the public.

Thank you.

Maria Livesay
8308 Crest Village Circle
Flowery Branch, CA 30542

Outlook

Data center in Southeast Hall county

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Wed 10/8/2025 4:26 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

-----Original Message-----
From: Karis Lovell <[redacted]
Sent: Tuesday, October 7, 2025 11:35 PM
To: Open Records - Administration <orr_bocc@hallcounty.org>
Subject: Data center in Southeast Hall county

[Some people who received this message don't often get email from [redacted] Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

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 evening Ms. Rivera and Board of commissioners, after hearing the news of an AI data center being placed in my home of hall county which I've lived and planned to live my whole life, I am beginning to doubt if me and my family will further pursue our life here. With the progression of Hall co and its never ending upgrades I feel as though I can never feel quite at home anymore. So you can understand my frustration to hear that a center to fund artificial intelligence throughout the city is being planned. The toll this will take on our environment, fresh water, the lower and working class. I absolutely cannot stand for this whether I decide to stay or not, my neighbors and friends deserve a life with fresh clean accessible water, affordable housing, jobs with dignity and protection for immigrants. Keep Hall County safe, accepting and beautiful.

Outlook

Data center in hall county

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Thu 10/9/2025 10:58 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Karis Lovell
Sent:
To: Beth Garmon (Planning)
Subject: Fw: Data center in hall county

[You don't often get email from [redacted] Learn why this is important at https://aka.ms/LearnAboutSenderIdentification] 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 evening Ms. Garmon and Board of commissioners, after hearing the news of an AI data center being placed in my home of hall county which I've lived and planned to live my whole life, I am beginning to doubt if me and my family will further pursue our life here. With the progression of Hall co and its never ending upgrades I feel as though I can never feel quite at home anymore. So you can understand my frustration to hear that a center to fund artificial intelligence throughout the city is being planned. The toll this will take on our environment, fresh water, the lower and working class. I absolutely cannot stand for this whether I decide to stay or not, my neighbors and friends deserve a life with fresh clean accessible water, affordable housing, jobs with dignity and protection for immigrants. Keep Hall County safe, accepting and beautiful.

Outlook

Opposition to Project Turbo

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Thu 10/9/2025 10:59 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Marci Manglitz
Sent:
To: Beth Garmon (Planning)
Subject: Fw: Opposition to Project Turbo

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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 work in Hall County and reside in a neighboring county.
I am writing you to urge you to opposed Project Turbo, the data center that is being planned for Hall Co.
Residents, with whom I work daily, already struggle to pay power bills from GA Power and there is no doubt that costs for powering the center will be relayed to consumers. Furthermore, the water supply here cannot sustain a data center of this size. Please look at what residents who have the misfortune to live near data centers like the one being planned say about their experience. This has no place here in a county that is growing as Hall is.
Thank you so much for considering my request to oppose this data center on behalf of myself and the residents of your county with whom I have spoken about the impact of this project.
Marci Manglitz
Lanier Technical College


ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY
APPLICANT: PROJECT TURBO, LLC
REQUEST: REZONE FROM PID TO I-1 & A SPECIAL USE FOR A DATA CENTER
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: OCT 6 2025
Time: 5:15 P.M.
COUNTY COMMISSION
Date: OCT 23 2025
Time: 6:00 P.M.
HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE,
FOR MORE INFORMATION CALL: (770) 531-6809

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

HALL COUNTY
GEORGIA
We have it all in Hall

PUBLIC NOTICE REQUIREMENTS

Zoning regulations require that public notice must be given prior to all zoning hearings as follows:

1. The Planning Department shall publish a legal advertisement no less than 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 25, 2025 AND NO LATER THAN AUGUST 03, 2025.

THE ORGINAL SIGNED AFFIDAVIT MUST BE AND RETURNED TO THE PLANNING DEPARTMENT NO LATER THAN AUGUST 03, 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, CAMERON GROGAN **, 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 7/29/2025 **for** PROJECT TURBO, LLC **.**
Date (Name application filed as)

Signature _____
(The original document is required)

Revised September 2021

AGENDA ITEM

Planning & Zoning

REPORT TO:	**Work Session (10/20/25)**
REPORT TO:	**Voting Meeting (10/23/25)**
ITEM NO:	591/2025
SUBJECT:	**2400 Okelly Road | Special Use |** on a 119± acre portion of a tract located on northeast side of Okelly road approximately 800 feet from its intersection with Candler Road | Zoned PID; Tax Parcel 15024 000003A (pt) | **Proposed Use: Data center** | Commission District 3 | **Project Turbo, LLC, applicant**

Meetings:

Work Session Date:	10/20/25	**Voting Meeting Date:**	10/23/25

Executive Summary:

Presenter:	BG
Recommendation:	

Approval, with conditions

1. The property shall be developed in accordance with the concept site plan and as described in the project narrative dated July 3, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. The development shall be limited to a maximum of 900,000 square feet for the use of data center.
3. The developer shall construct a cul-de-sac to Hall County standards at the termination of O'Kelly Road. The applicant is to provide property to dedicate any required right-of-way for the cul-de-sac in order to meet Hall County standards. Any remaining public right-of-way must be abandoned.
4. Access to the development shall be approved by Hall County Engineering and/or the Georgia Department of Transportation, as applicable.
5. When measured at the boundary of the subject property, the sound level of the proposed data center shall not exceed 60 dB(A) at any time, and shall not exceed 55 dB(A) during the hours of 11:00 p.m. to 7:00 a.m. All testing of backup generators must be staggered between the hours of 10:00 am to 4:00 pm Monday – Friday. All backup generators are to be located a minimum of 500 feet from the property line abutting tax parcels 15024 000006C and 15024 000006D.
6. Any materials submitted for a building permit shall include evidence demonstrating that the proposed building will be constructed to comply with the noise restriction outlined in Condition #5. The developer shall commission a noise study by an acoustical engineer to be conducted at the boundaries of the subject property. Prior to the issuance of a certificate of occupancy, the results of said study must confirm that noise levels comply with the requirements of condition #5 and recommendations are incorporated into the design of the buildings.
7. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including but not limited to the Fire Marshal and Hall County Engineering.
8. All conditions of zoning shall be made a part of any plats or construction plans created for the property.
9. The development shall utilize a sound monitoring system to monitor sound levels at the property boundaries to ensure decibel levels do not exceed permitted levels as outlined in these conditions. The system must monitor the sound levels continuously 24 hours per day, 365 days per year.
10. There shall be a 100 foot undisturbed buffer along the property line abutting tax parcels 15024 000006C and 15024 000006D.

Purpose of Request:
2400 Okelly Road | Special Use | on a 119± acre portion of a tract located on northeast side of Okelly road approximately 800 feet from its intersection with Candler Road | Zoned PID; Tax Parcel 15024 000003A (pt) | **Proposed Use: Data center** | Commission District 3 | **Project Turbo, LLC, applicant**

History:

Facts and Issues:

Options:

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

Approvals:

Submit	Approve	Attorney	Administration
KE	BG	JL	CR
Clerk			
JR			

Attachments:

Board Memo
Recommendation Report
Application
Response to Concerns
Proffered Conditions
Narrative
Site Plan
Plat
Maps
Deed
Legal Description
Traffic Study
Georgia Mountain Regional Commission Report
Updated Water Availability
Water Availability
Environmental Health Comment
GDOT Comment
GHMPO Comment
Public Works Comment
Fire Comment
Notice Sign
Public Comments
Public Comments - Submitted Following Planning Decision

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

PLANNING AND ZONING
DIRECTOR
Beth Garmon

Hall County Government
PLANNING AND ZONING

To: David Gibbs, Chairman
Kathy Cooper, District 1 Commissioner
Billy Powell, District 2 Commissioner
Gregg Poole, District 3 Commissioner
Jeff Stowe, District 4 Commissioner

From: Beth Garmon, Director of Planning & Zoning

Date: October 7, 2025

Subject: **2400 Okelly Road** | **Special Use** | on a 119± acre portion of a tract| Zoned PID; Tax Parcel 15024 000003A (pt) | **Proposed Use: Data center**| **Project Turbo, LLC**, **applicant**

The request before you is from Project Turbo, LLC for a special use for a data center. This item is located within Commission District 3.

At their October 6, 2025 meeting, the Hall County Planning Commission voted to recommend **approval with ten (10) conditions (3-0, Braswell recused and Davidson absent).**

Staff recommendation: **Approval, with conditions** as the proposed zoning is consistent with the "Employment Nodes and Corridors" future land use classification within the Comprehensive Plan.

Public Comment:

- October 6, 2025 HCPC: **Eight (8) comments were submitted** in advance of the meeting, and **three (3) people spoke** during the public hearing.
- September 15, 2025 HCPC: **Seven (7) comments were submitted** in advance of the meeting, and **five (5) people spoke in opposition** during the public hearing.
- September 2, 2025 HCPC: **No comments were submitted** in advance of the meeting. The request was tabled and no public hearing was held for this item.

Planning Commission Conditions:

1. The property shall be developed in accordance with the concept site plan and as described in the project narrative dated July 3, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

2. The development shall be limited to a maximum of 900,000 square feet for the use of data center.

3. The developer shall construct a cul-de-sac to Hall County standards at the termination of O'Kelly Road. The applicant is to provide property to dedicate any required right-of-way for the cul-de-sac in order to meet Hall County standards. Any remaining public right-of-way must be abandoned.

4. Access to the development shall be approved by Hall County Engineering and/or the Georgia Department of Transportation, as applicable.

5. When measured at the boundary of the subject property, the sound level of the proposed data center shall not exceed 60 dB(A) at any time, and shall not exceed 55 dB(A) during the hours of 11:00 p.m. to 7:00 a.m. All testing of backup generators must be staggered between the hours of 10:00 am to 4:00 pm Monday – Friday. All backup generators are to be located a minimum of 500 feet from the property line abutting tax parcels 15024 000006C and 15024 000006D.

6. Any materials submitted for a building permit shall include evidence demonstrating that the proposed building will be constructed to comply with the noise restriction outlined in Condition #5. The developer shall commission a noise study by an acoustical engineer to be conducted at the boundaries of the subject property. Prior to the issuance of a certificate of occupancy, the results of said study must confirm that noise levels comply with the requirements of condition #5 and recommendations are incorporated into the design of the buildings.

7. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including but not limited to the Fire Marshal and Hall County Engineering.

8. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

9. The development shall utilize a sound monitoring system to monitor sound levels at the property boundaries to ensure decibel levels do not exceed permitted levels as outlined in these conditions. The system must monitor the sound levels continuously 24 hours per day, 365 days per year.

10. There shall be a 100 foot undisturbed buffer along the property line abutting tax parcels 15024 000006C and 15024 000006D.

HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT

Applicant ..... Project Turbo, LLC

Request ..... (B) **Special Use** | Data center

Proposed Use ..... Data Center

Size ..... 119± acres

Zoning ..... **Current:** Planned Industrial Development (PID)| **Proposed:** Light Industrial (I-1)

Location ..... **2400 Okelly Road |** Tax parcel 15024 000003A (pt)

Commission District ..... Three

Planning Commission Date ..... September 15, 2025

Staff Recommendation ..... (B) **Approval, with conditions** as the proposed zoning is consistent with the "Employment Nodes and Corridors" future land use classification within the Comprehensive Plan

Record Number..... (B) HZCU25-0040

Planning Commission Recommendation .....Approval, with conditions

Vote: 3-0 (Braswell recused and Davidson absent)

Planning Commission Conditions:

1. The property shall be developed in accordance with the concept site plan and as described in the project narrative dated July 3, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

2. The development shall be limited to a maximum of 900,000 square feet for the use of data center.

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4. Access to the development shall be approved by Hall County Engineering and/or the Georgia Department of Transportation, as applicable.

5. When measured at the boundary of the subject property, the sound level of the proposed data center shall not exceed 60 dB(A) at any time, and shall not exceed 55 dB(A) during the hours of 11:00 p.m. to 7:00 a.m. All testing of backup generators must be staggered between the hours of 10:00 am to 4:00 pm Monday – Friday. All backup generators are to be located a minimum of 500 feet from the property line abutting tax parcels 15024 000006C and 15024 000006D.

6. Any materials submitted for a building permit shall include evidence demonstrating that the proposed building will be constructed to comply with the noise restriction outlined in Condition #5. The developer shall commission a noise study by an acoustical engineer to be conducted at the boundaries of the subject property. Prior to the issuance of a certificate of occupancy, the results of said study must confirm that noise levels comply with the requirements of condition #5 and recommendations are incorporated into the design of the buildings.

7. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including but not limited to the Fire Marshal and Hall County Engineering.

8. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

9. The development shall utilize a sound monitoring system to monitor sound levels at the property boundaries to ensure decibel levels do not exceed permitted levels as outlined in these conditions. The system must monitor the sound levels continuously 24 hours per day, 365 days per year.

10. There shall be a 100 foot undisturbed buffer along the property line abutting tax parcels 15024 000006C and 15024 000006D.

Excerpts from the minutes of the October 6, 2025 meeting. These minutes have not yet been approved by the Planning Commission.

Applicant's Presentation:

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

Chris Hoag, 1210 Thompson Bridge Road, Gainesville, stated they now have a will-serve letter from the Gainesville Water Department. The applicant is requesting to rezone a 119± acre tract from Planned Industrial Development (PID) to Light Industrial (I-1) to allow uses permitted in I-1. A concurrent special use is requested to allow for a data center use. Currently, the site is developed with two single-family residences and other accessory structures. The subject property was approved by the Board of Commissioners for its rezoning to Planned Industrial Development (PID) on September 8, 2022 for a vehicle salvage business (ZON2022-00060) subject to five conditions.

Public Forum:

Nathan Farmer, 901 Cherokee Avenue, Monroe, spoke in favor. Mr. Farmer explained he works for Sunbelt Rentals, located near the property, and they would benefit from the business by working on this data center.

Kim Hall, 5619 Battle Ridge Drive, Flowery Branch, spoke in opposition. The concern raised was although the water letter indicated a reduced amount of water usage, the applicant had not explained how the data center would operate under those reduced water conditions.

Ricki Hagen, 6455 Wildwood Trail, Flowery Branch, spoke in opposition. He raised several concerns, including unanswered questions from the previous meeting, a vague project narrative, potential pollution in the community, high utility demands, declining neighboring property values, and Chairman Braswell's professional connection to the application. Mr. Hagen requested that the application be tabled to allow time for these concerns to be addressed.

Planning Commission Comments:

Mr. Hunt stated he had researched data centers and agreed with the staff's recommendation that this application was consistent with the County's Comprehensive Plan.

A
Motion: ***A motion to approve, with conditions was made by André Castleberry and seconded by Frank Sosebee. Vote: 3-0 (Braswell recused, Davidson absent)***

B
Motion: ***A motion to approve, with conditions was made by André Castleberry and seconded by Frank Sosebee. Vote: 3-0 (Braswell recused, Davidson absent)***

Conditions:

1. The property shall be developed in accordance with the concept site plan and as described in the project narrative dated July 3, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

2. The development shall be limited to a maximum of 900,000 square feet for the use of data center.

3. The developer shall construct a cul-de-sac to Hall County standards at the termination of O'Kelly Road. The applicant is to provide property to dedicate any required right-of-way for the cul-de-sac in order to meet Hall County standards. Any remaining public right-of-way must be abandoned.

4. Access to the development shall be approved by Hall County Engineering and/or the Georgia Department of Transportation, as applicable.

5. When measured at the boundary of the subject property, the sound level of the proposed data center shall not exceed 60 dB(A) at any time, and shall not exceed 55 dB(A) during the hours of

11:00 p.m. to 7:00 a.m. All testing of backup generators must be staggered between the hours of 10:00 am to 4:00 pm Monday – Friday. All backup generators are to be located a minimum of 500 feet from the property line abutting tax parcels 15024 000006C and 15024 000006D.

6. Any materials submitted for a building permit shall include evidence demonstrating that the proposed building will be constructed to comply with the noise restriction outlined in Condition #5. The developer shall commission a noise study by an acoustical engineer to be conducted at the boundaries of the subject property. Prior to the issuance of a certificate of occupancy, the results of said study must confirm that noise levels comply with the requirements of condition #5 and recommendations are incorporated into the design of the buildings.

7. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including but not limited to the Fire Marshal and Hall County Engineering.

8. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

9. The development shall utilize a sound monitoring system to monitor sound levels at the property boundaries to ensure decibel levels do not exceed permitted levels as outlined in these conditions. The system must monitor the sound levels continuously 24 hours per day, 365 days per year.

10. There shall be a 100 foot undisturbed buffer along the property line abutting tax parcels 15024 000006C and 15024 000006D.

Excerpts from the minutes of the September 15, 2025 meeting

Applicant's Presentation:

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

Chris Hoag, 1210 Thompson Bridge Road, Gainesville, presented the request with a presentation. The applicant is requesting to rezone a 119± acre tract from Planned Industrial Development (PID) to Light Industrial (I-1) to allow uses permitted in I-1. A concurrent special use is requested to allow for a data center use. Currently, the site is developed with two single-family residences and other accessory structures. The subject property was approved by the Board of Commissioners for its rezoning to Planned Industrial Development (PID) on September 8, 2022 for a vehicle salvage business (ZON2022-00060) subject to five conditions.

Cameron Grogan, 1210 Thompson Bridge Road, Gainesville, presented the request.

Public Forum:

Mandy Harris, 1459 Douglas Drive, Gainesville, spoke in opposition. She is concerned that the City of Gainesville Water Department stated the city does not have the resources available to supply the development and how this development would impact residents.

Ricki Hagen, 6455 Wildwood Trail, Flowery Branch, spoke in opposition. He is concerned about the impact of water and power resource consumption and its effect on residents. He noted that the applicant gave an estimate for water consumption but not power consumption. Additional concerns raised were the potential noise and light pollution, air pollution from generators, decreasing surrounding property values as well as Mr. Braswell's working relationship with the applicant.

Frank Lock, 4424 Sardis Road, Gainesville, spoke in opposition. Mr. Lock explained that the four different categories of data centers change the impact to the surrounding community and environment. Other concerns raised were the potential environmental and social impacts of the development, climate impact of greenhouse gases produced by the data center, not knowing an estimation of the amount of energy needed to power the datacenter. Mr. Lock stated he understands this will bring jobs to the community but questioned how it will impact the community.

Kory Anderson, 5179 Stately Oaks Drive, Flowery Branch, spoke in opposition. He questioned whether the applicant has an end user lined up for the facility, and how the community will hold the development accountable if there is no determined client. He also asked what kind of data center is proposed, what the environmental impacts could be, and how many jobs would it create locally.

Jill Cooper, 5175 Old Winder Highway, Braselton, spoke in opposition and asked this will allow more data centers to come to Hall County if the project is approved, including other potential warehouses developments. Ms. Garmon explained that the UDC requires special use approval for the property use to change from a warehouse to a data center.

Rebuttal

The applicant explained that the design for this facility is not finalized, and though the City of Gainesville stated that they do not have the capacity to supply the potential high water usage estimated, the applicant is in discussions with the City of Gainesville to obtain a revised letter for lower water usage.

Planning Commission Comments:

The Board and applicants discussed the projected water and power consumption for this application and the needed tests and studies for more accurate projections. Mr. Hunt asked for the implications to existing residential power consumption. The applicant explained the power consumption would not pull from the current electrical grid. Mr. Davidson asked the applicant to provide letters of intent from the power and water companies showing they would have the necessary capacity without hindering the current community's needs. Mr. Hunt asked if electrical substations would be needed and the applicant stated that, if they were, they would be paying for them and that would be determined through a study. Mr. Davidson asked for details about the study and the applicant that it would be completed in the next 4 to 6 weeks as the study takes 12 weeks to complete. The applicant also spoke about recently passed legislation that freezes current power rates for the next 5 years. Mr. Hunt asked for descriptions of the

generators and the associated noise. The applicant stated that during testing, generators would be staggered two at a time for 30 minutes; this is done to maintain performance of the generators when they are not in use. The Board discussed that further acoustical tests would need to be done before the certificate of occupancy could be issued. Mr. Davidson considered requiring that all testing would need to be done for the land disturbance permit to be issued.

Mr. Hunt stated that he understands the site plan is conceptual but asked if the location of the generators could be located 500 to 600 feet away from the property line. The applicant confirmed. Mr. Hunt asked how many employees would be on site. The applicant stated initially there will be between 40 and 60, and then a total of 150 employees. Mr. Hunt questioned the buildout time of this project and the applicant explained that the project would take approximately 2 to 3 years to complete. The applicant stated that they were unsure of the height of the building but would follow the requirements given in the Unified Development Code. Mr. Hunt asked if the applicant would be agreeable to increasing the buffers along the property lines which abut residentially-zoned property. The applicant stated they would be okay with this.

The Board further discussed with the applicant that there would be security and personnel on site at all times. Mr. Grogan spoke to the Board about the tax implications this development would bring to the local government. Mr. Davidson asked if they would be able to provide proof of the rate freeze from the recent legislation and the applicant stated they would. Mr. Davidson and Mr. Castleberry explained they were provided a lot of information. Mr. Davidson stated that he would like additional time to review this information, visit a data center site, and allow the applicant time to supply requested items. The Board agreed that the application could be tabled to the next Planning Commission meeting but remain on the October 23, 2025 Board of Commissioners' meeting agenda.

A
Motion: ***A motion to table to October 6, 2025 was made by Shannon Davidson and seconded by André Castleberry. Vote: 3-0 (Braswell recused, Sosebee absent)***

B
Motion: ***A motion to table to October 6, 2025 was made by Shannon Davidson and seconded by André Castleberry. Vote: 3-0 (Braswell recused, Sosebee absent)***

Excerpts from the minutes of the September 2, 2025 meeting

Applicant's Presentation:

Katie Greenway, Planning and Zoning Administrator, stated that the applicant has requested to table to the September 15, 2025 Planning Commission meeting due to pending DRI results.

A
Motion: ***A motion to table to September 15, 2025 was made by Shannon Davidson and seconded by André Castleberry. Vote: 3-0 (Hunt absent, Braswell recused)***

B
Motion: ***A motion to table to September 15, 2025 was made by Shannon Davidson and seconded by André Castleberry. Vote: Vote: 3-0 (Hunt absent, Braswell recused)***

(A) & (B) Staff recommends <u>APPROVAL</u> of the applicant's request, with the following conditions:

11. The property shall be developed in accordance with the concept site plan and as described in the project narrative dated July 3, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

12. The development shall be limited to a maximum of 900,000 square feet for the use of data center.

13. The developer shall construct a Hall County standard cul-de-sac to terminate O'Kelly Road. The applicant is to provide their property to dedicate any required right-of-way for the cul-de-sac and meet Hall County Standards. Any remaining public right-of-way must be abandoned.

14. Access to the development shall be approved by Hall County Engineering and/or the Georgia Department of Transportation, as applicable.

15. When measured at the boundary of any residentially zoned property the sound level of the proposed data center shall not exceed 60 dB(A) at any time, and shall not exceed 55 dB(A) during the hours of 11:00 p.m. to 7:00 a.m.

16. The data center shall be built in phases so that one building is operational before beginning construction of the second building. The owner/developer must provide Hall County with evidence such as an acoustical engineering report that the first operational building is in compliance with the noise level standard (condition #5 herein) before approval for construction of a second building may be issued.

17. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including but not limited to the Fire Marshal and Hall County Engineering.

18. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

<u>Summary Analysis</u>

The applicant is requesting to rezone a 119± acre tract from Planned Industrial Development (PID) to Light Industrial (I-1) to allow uses permitted in I-1. A concurrent Special Use approval is requested to allow for data center. Currently, the site is developed with two single-family residences and other accessory structures.

The subject property was approved by the Board of Commissioners for its rezoning to Planned Industrial Development (PID) on September 8, 2022 for a vehicle salvage business (ZON2022-00060) subject to the following conditions:

1. The development shall conform substantially with the proposed narrative and site plan.
2. The developer shall construct a Hall County standard cul-de-sac to terminate O'Kelly Road. The applicant is to provide their property to dedicate any required right-of-way for the cul-de-sac and meet Hall County Standards. Any remaining public right-of-way must be abandoned.
3. No variances to the development shall be approved as a part of this request, other than the exemption from §17.280 and §17.260.
4. All conditions of zoning shall be made part of any plat created for the property.
5. All signage shall meet Hall county requirements.

The surrounding properties are zoned and developed as outlined below:

North: City of Gainesville: Planned Urban Development (PUD)
Heavy Industrial (I-2) & Agricultural Residential 1 (AR-1): Manufacturing and warehousing facility

East: Agricultural Residential 1 (AR-1): Multiple parcels, vacant or developed with accessory structure

South: Heavy Industrial (I-2) & Agricultural Residential 1 (AR-1): Georgia Power transmission lines

West: Heavy Industrial (I-2): Multiple parcels, developed with feed mill and asphalt terminal

Per the submitted site plan and narrative, the applicant proposes a data center consisting of three buildings, each containing 300,000 square feet for a total of 900,000 square feet of data center space. The applicant has stated that all applicable standards and requirements of the UDC will be met, and no variances are being requested.

The applicant proposes that the facility will utilize air-cooled and closed-loop water systems, and states that these systems are designed for minimal water consumption. The cooling infrastructure will be directly adjacent to or integrated within the data halls. Major cooling units such as chillers, computer room air handler (CRAHs), and cooling towers will be located in secured mechanical yards that are screened by walls, landscaping, and natural buffers. The applicant notes that anticipated operational levels at the equipment will range from 65-70 dBA (A-weighted decibels, which measure sound levels by adjusting for the human ear's lower sensitivity to high and low frequencies) and below 55 dBA at the property boundaries. There will be additional sound-attenuating enclosures, acoustic barriers, and vegetative buffers used as needed. Staffing will be phased with construction; initially, there are anticipated to be 40-60 full-time employees that will increase to 100-150 permanent full-time staff at full build-out. The facility will operate 24 hours each day, 7 days each week, for 365 days per year. The applicant states that they are working closely with Jackson EMC as the distribution partner and are also in negotiations with power generators. An independent transmission study prepared for the project indicates that the existing transmission infrastructure can support the proposed power load, and the applicant states that Jackson EMC has validated the findings. Fuel storage for backup generators will be provided on-site in double-walled, above-ground tanks compliant with the Environmental Protection Agency (EPA) and Georgia Environmental Protection Division (EPD) regulations.

A Development of Regional Impact (DRI) has been submitted to the Georgia Mountain Regional Commission (GMRC) and results will be provided back to Hall County by September 9, 2025.

In a letter dated August 28, 2025 from The City of Gainesville Water Resources, Nick Swafford, Permitting Services and GIS Manager stated that the City does not have adequate domestic water capacity to serve the proposed data center. Per the provided letter the city states that this is based on the understanding that the average daily water demand for the data center will be 500,000 MGD and a peak demand of 1,600 GPM. The applicant notes that the anticipated usage for the site would be 225,000 gallons per day, and plans to continue working with the City to address any limitations.

Based on the future land use plan, staff finds the requested rezoning *is consistent* with the Hall County Comprehensive Plan and the future land use designation of Employment Nodes and Corridors. Hall County has an economy that is not only strong, but continues to grow, necessitating a need for land that can accommodate both the uses and activity they will generate. These new employment nodes and corridors should consist of industrial and/or office uses housed in either formalized campuses or along major road corridors that have existing or future access to water and sewer. These areas may also include higher density residential uses, where appropriate. Site designs should use the quality development principals discussed earlier to the fullest extent possible.

Zoning Analysis

When considering a zoning amendment to the zoning maps, the Planning Commission must study the need and justification for the change based on a determination of the facts applicable to the particular case, and the following general lines of inquiry must be considered:

a. Whether the zoning proposal will permit a use that is suitable in view of the use, development and zoning of adjacent and nearby property; **The proposed Light Industrial (I-1) zoning district is consistent with the use, development, and zoning of adjacent and nearby properties.**

b. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **No, it is not anticipated that the proposed rezoning will adversely affect the existing use or usability of adjacent or nearby properties assuming that the proper mitigation measures are used to mitigate any negative impactive of the development from surrounding residential properties.**

c. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned; **The property has reasonable economic use as currently zoned, however, the property cannot be developed as proposed without approval by the Board of Commissioners.**

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 use may place significant demands on water and/or power resources. However, the applicant has provided responses to these concerns stating that the impact will not be harmful to the community.**

e. Whether the zoning proposal is in conformity with the policy and intent of the future land use plan for the physical development of the area **The proposed use is consistent with the intent of the Employment Nodes and Corridors future land use designation in the Comprehensive Plan.**

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 property is currently developed with two single-family residence and other accessory structures**

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 change would not create an isolated district unrelated to the surrounding developments and districts.**

l. Whether the present zoning district boundaries are illogically drawn in relation to existing conditions in the area; **There is no evidence that the present zoning district boundaries are illogically drawn.**

m. Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **The request may be out of scale with the needs of the immediate neighborhood as the use of a data center can place significant demands on water and/or power resources. However, the applicant has provided responses to these concerns stating that the impact will not be harmful to the community.**

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(I-1) permitted uses. However, there are no other properties within the county that allows data centers without special use approval from 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. **The applicant submitted a traffic impact study conducted by KCI Technologies Inc. in September of 2025 which states that**

"…the current lane configuration and side-street stop control is expected to be sufficient to accommodate the proposed development traffic volumes."

Development Support and Constraints

Hall County Environmental Health
In an email dated August 1, 2025, Emily McGahee stated, "Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation/modification may be required after review of business plan. Any abandoned well shall be properly closed as per Water Well Standards Act. Any abandoned septic tank shall be pumped by a State certified pumper/hauler and crushed/filled."

Georgia Department of Transportation
In an email dated July 28, 2025, Nakia Nembhard, GDOT Civil Engineer 3, stated that it is possible that GDOT coordination will be required.

Gainesville-Hall Metropolitan Planning Organization
In an email dated July 28, 2025, Joseph Boyd, AICP, MPO Director, stated "This parcel is partially along/near State Route 60/Candler Road, which us currently scheduled for widening (GH-111B) in the long-term (2055+).

Hall County Public Works and Utilities
In a memo dated August 1, 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 FEMA and Hall County studied Flood plains that are present on site.
Show stream buffer and impervious setback from wrested vegetation not centerline of stream.

Traffic:
TIS to be provided with DRI. Traffic comments to be made after review.

Utilities
Gainesville sewer service area. Sewer is available via pump station about 0.5 miles to the North.

Hall County Fire Marshal
In an email dated July 25, 2025, John Hornick, NPQ Fire Service Plans Examiner 1, provided the following comments:

1. Emergency responder radio coverage testing in new buildings exceeding 12,000 will be required.
2. Building A,B,C have dead-end fire access road greater than 150' in length with no approved turnaround, a turnaround is required by code where a dead-end fire access road exceeds 150'.
3. All 3 Buildings will require fire protection system.

4. A water tank and stationary fire pump may be required to support the fire flow requirements of all 3 buildings.

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

HALL COUNTY
GEORGIA
We have it all in Hall

CONDITIONAL USE APPLICATION

Applicant (Name & Mailing Address)

Project Turbo, LLC
#117, 1210 Thompson Bridge Rd
Gainesville, GA 30501
Phone [redacted]
Email Address cameron@projectturbollc.com

Property Owner (Name & Mailing Address)

Crossroads Properties B, Inc.
4705 Leland Drive
Cumming, GA 30041
Phone [redacted]
Email Address N/A

Proposed Use Data Center

Contact Person (Name & Mailing Address)

Cameron Grogan
#117, 1210 Thompson Bridge Rd
Gainesville, GA 30501
Phone [redacted]
Email Address cameron@projectturbollc.com

Tax Parcel Number 15024 000003A (Partial)
Location Address 2400 OKelly Rd, Gainesville, GA 30507

Status of Applicant

- ☐ Owner
- ☑ Option to Purchase
- ☐ Area Resident
- ☐ Other

Zoning: I-I

Requested Action

Permissive Use:
☐ HCPC ☐ HCC
Fee:$
Receipt #:
Check #:
Acreage 119+/-

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

Sign Digitally signed by CAMERON GROGAN Date: 7/03/2025

Applicant must complete all information above. Failure to complete this section will result in the refusal of the application. The Planning Department has 15 days to review all applications and will set the dates for each application. If the application is found insufficient, an agenda date will not be set until the required information is submitted. Please note that the Planning Commission and County Commission dates are tentative.

Application Withdrawal: I hereby **withdraw** the application.

Sign _____ Date: _____

Staff Use Only

Application Date: _____ Taken by: _____

Tentative Planning Commission Date: _____ Tentative County Commission Date: _____

County Commission District: _____

HALL COUNTY
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HALL COUNTY PLANNING AND DEVELOPMENT
AUTHORIZATION OF PROPERTY OWNERS

Note: If the applicant is the property owner, please disregard this form.

Name of owner(s): Crossroads Properties B, Inc. (Application to Rezone 15024 000003A (part))

Address: 4705 Leland Drive

Cumming, GA 30041

Phone Number: [redacted]

Name of applicant(s): Project Turbo, LLC

Address: #117, 1210 Thompson Bridge Road

Gainesville, GA 30501

Phone Number: 404-548-7128

Purpose of Permit: Conditional Use Permit for Data Center

Site Address: 2400 OKelly Rd, Gainesville, GA 30507

I swear that I am the owner of the property, which is the subject matter of the attached applications as shown in the records of Hall County, Georgia. I authorize the person named above to act as applicant in the pursuit of a permit as described above for the subject property.

Signature of Owner(s)

Mike Hull
Printed Name of Owner(s)

WILLIAM MCDONALD NOTARY PUBLIC GEORGIA EXPIRES July 12, 2027 LUMPKIN COUNTY

State of Georgia County of Forsyth

Sworn to before me and signed in my prescence this 7 day of August, 2025

Notary Public Signature
Commission Expires: 7/12/27

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: 3/10/2025 2:17:49 PM

BUSINESS INFORMATION	
CONTROL NUMBER	J804748
BUSINESS NAME	Crossroads Properties B, Inc.
BUSINESS TYPE	Domestic Profit Corporation
EFFECTIVE DATE	03/10/2025
ANNUAL REGISTRATION PERIOD	2025

PRINCIPAL OFFICE ADDRESS	
ADDRESS	4705 Leland Drive, Cumming, GA, 30041, USA

REGISTERED AGENT		
NAME	**ADDRESS**	**COUNTY**
Michael Hull	4705 Leland Drive, Cumming, GA, 30041, USA	Forsyth

OFFICERS INFORMATION		
NAME	**TITLE**	**ADDRESS**
MIKE HULL	CFO	4705 LELAND DRIVE, CUMMING, GA, 30041, USA
MIKE HULL	SECRETARY	4705 LELAND DRIVE, CUMMING, GA, 30041, USA
THOMAS N. BAGWELL	CEO	4705 LELAND DRIVE, CUMMING, GA, 30041, USA

AUTHORIZER INFORMATION	
AUTHORIZER SIGNATURE	GORDON LINDER
AUTHORIZER TITLE	Authorized Person

Control Number : 25121246

STATE OF GEORGIA

Secretary of State

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

CERTIFICATE OF ORGANIZATION

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

Project Turbo LLC
a **Domestic Limited Liability Company**

has been duly organized under the laws of the State of Georgia on **06/18/2025** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on **06/23/2025**.

Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed
Secretary of State
Filing Date: 6/18/2025 4:05:12 PM

BUSINESS INFORMATION

CONTROL NUMBER	25121246
BUSINESS NAME	Project Turbo LLC
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	06/18/2025

PRINCIPAL OFFICE ADDRESS

ADDRESS	#117, 1210 Thompson Bridge Rd, Gainesville, GA, 30501, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
Christopher Hoag	#117, 1210 Thompson Bridge Rd, Gainesville, GA, 30501, USA	Hall

ORGANIZER(S)

NAME	TITLE	ADDRESS
Cameron Grogan	ORGANIZER	#117, 1210 Thompson Bridge Rd, Gainesville, GA, 30501, USA
Christopher Hoag	ORGANIZER	#117, 1210 Thompson Bridge Rd, Gainesville, GA, 30501, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	Christopher Hoag
AUTHORIZER TITLE	Organizer

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

HALL COUNTY
GEORGIA
We have it all in Hall

CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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

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

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating $250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

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

I have**____ I have not X

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

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

Name of Official(s): n/a Office: n/a

Dollar Amount: n/a Date of Contribution: n/a

Applicant's/Owner's Signature: _____ **Date:** June 30, 2025

Applicant's/Owner's Name (Printed): Michael Hull; CFO; Secretary; V.P.; Crossroads Properties B, Inc.

APPLICATION TO REZONE: Tax Parcel 15024 000003A (part)

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503
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I hereby certify that I have read the above and that:

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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): n/a Office: n/a

Dollar Amount: n/a Date of Contribution: n/a

Applicant's/Owner's Signature: _____ **Date:** June 30, 2025

Applicant's/Owner's Name (Printed): Michael Hull; CFO; Secretary; V.P.; Crossroads Properties B, Inc.

SPECIAL USE APPLICATION: Tax Parcel 15024 000003A

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503
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(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

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

I have**____ I have not_x___

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

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

Name of Official(s): n/a Office: n/a

Dollar Amount: n/a Date of Contribution: n/a

Applicant's/Owner's Signature: _____ **Date:** 07/02/2025

Applicant's/Owner's Name (Printed): Christopher Hoag (Applicant, Project Turbo LLC)

Outlook

2400 OKelly Rd

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Wed 10/1/2025 1:20 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Cameron Grogan <cameron@projectturbollc.com>
Sent: Wednesday, October 1, 2025 1:10 PM
To: Chris Braswell (Planning) <cbraswell@hallcounty.org>; Stan Hunt <shunt@hallcounty.org>; Frank Sosebee (Planning) <frsosebee@hallcounty.org>; Shannon Davidson (Planning) <sdavidson@hallcounty.org>; andre.castelberry@hallcounty.org
Cc: Beth Garmon (Planning) <bgarmon@hallcounty.org>; Katie L. Greenway (Planning) <klgreenway@hallcounty.org>; Chris Braswell <cbraswell@nortoncommercial.com>; Chris Hoag <chris@projectturbollc.com>; [redacted]
Subject: Re: 2400 OKelly Rd

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.

Commissioners, Chris and I just wanted to reach out again as we are inside of a week until our Public Hearing on Monday. We are happy to answer any questions you have prior to the meeting. Feel free to reply to this email or call either of us anytime. I am also including attached notes in response to some concerns we heard at our last meeting, and a link to a video from GA Power explaining the recent rate freeze (LINK).

Cameron - [redacted]
Chris - [redacted]

Beth/Katie, if there is a better way to reach anyone, please feel free to share this email.

Thank you!

Cameron Grogan and Chris Hoag.

On Wed, Sep 17, 2025 at 3:08 PM Cameron Grogan <cameron@projectturbollc.com> wrote:

> Commissioners, I wanted to take a minute and make sure you all had Chris and mine's information so we can make sure we are available for any questions you may have until the October 6th Public Hearing.
>
> Please do not hesitate to reach out if you have any questions or concerns, and if anyone from the Public reaches out directly, please feel free to direct them to us.
>
> Chris and I will make ourselves available to meet anytime that is convenient for you.
>
> Thank you!

Cameron Grogan
[redacted]
cameron@projectturbollc.com

Chris Hoag
[redacted]
chris@projectturbollc.com

1) Impact on surrounding ecology, water resources, & wildlife
    a. Hall County Engineering will review **erosion and sediment control and provide permits**
    b. State Environmental Protection Division reviews **water withdrawal and air quality**
    c. DNR provides input **if any threat to endangered or threatened species and, if applicable, how to eliminate any impact.**

2) Noise Issues
    a. Generators Run 24/7/365 – **False. They run during periodic, staggered, testing or in the event of Emergency loss of power**
    b. Typical Cooling Fan– 62 dB(A) at 7m
    c. Typical Level 2 Generator – 70 dB(A) at 7m
    d. Sound Mitigation Methods
        i. **Barrier, like roof parapet**
        ii. **Landscape. Berms**
        iii. **Orientation of equipment (self-shielding rows)**
        iv. **Low-noise condenser fans, sound-attenuated generators (Hospital Grade)**

3) Water Useage
    a. **Myth** – "Water will cause neighbors to lose water flow and pressure" - stems from a Meta Data Center outside of Covington that started construction in 2018. A neighbor said she had reduced water pressure and flow. The home is on a well, not municipal water. An independent groundwater study was commissioned to address the Morris's concern and the findings concluded that **the data center operation did NOT adversely affect groundwater conditions in the area.**
    b. We have revised our water capacity request to 225,000 gpd. As of today, Gainesville DWR has said they can issue a not to exceed 200,000 gpd, which is within the design limits of our project.
    c. 80%+/- of the water used is evaporated and the other 20% either used on site for irrigation or other non-potable uses, and the rest returned to the basin after being treated.
    d. The less water used to cool the equipment, the more air cooling equipment is needed, and thus, can increase the noise. We are proposing a combination of water and air cooling with a loop system to use the water more than once to cool the units before being discharged.

4) Power
    a. **Myth –** "my power will be disrupted and my power bill will increase"
    b. The power dedicated to large load customers like Data Centers is not power that even exists on the power grid today. For example, Jackson EMC purchases most of their power from Oglethorpe Power. They are the generator for EMC's in GA and ONLY provide power for "legacy customers", not large load customers.
    c. If upgrades are required at the substation or transmission lines, it is the responsibility of the Data Center Customer, so the entire transmission system benefits from the upgrades.

d. GA Power just announced a 3 year rate freeze through “at least the end of 2028” for all of it’s 2.8 million customers. (LINK TO GA POWER VIDEO)

5) Taxes
   a. Real Property (including Land, Shell, Permanently Fixed MEP)
      i. Hall County (includes RE, School, Parks, etc.) - $500,000,000 (40% at 23.812 mils)
      ii. **TOTAL - $4,762,400 Annual**
   b. Real Property (substation)
      i. $10,000,000
      ii. **TOTAL - $95,250**
   c. Personal Property (equipment)
      i. $600,000,000 (40% at 23.812 mils)
      ii. **TOTAL - $5,714,880**
   d. Power
      i. $27.50/kw at 4% Sales Tax on Power
      ii. **TOTAL - $6,600,000**
   e. Gainesville Water Rates
      i. 225,000 gallons at $13.87 per 1,000 gallons
      ii. **TOTAL - $3,120/day**
      iii. **8” Connection/Admin Fee - $160,000+/-**
   f. Not Included
      i. Employment and other Taxes generated during construction
      ii. Local Permit and Inspection Fees
      iii. Taxes generated when equipment is replaced/upgraded through the life of the center

PROFERRED CONDITIONS

5. When measured at the boundary of any residentially zoned property, *with Digest Class Residential*, the sound level of the proposed data center shall not exceed 60 dB(A) *during normal operations*, and shall not exceed 55 dB(A) during the hours of 11:00 p.m. to 7:00 a.m. *The measurement shall be taken at the property line of the property Residential Property, not the Subject Property*

6. The data center shall be built in phases so that one building is operational before beginning construction of the second building. The owner/developer must provide Hall County with evidence such as an acoustical engineering report that the first operational building is in compliance with the noise level standard (condition #5 herein) before approval for construction of a second building may be issued. **(DELETE)**

6. *Any materials submitted for a building permit shall include evidence demonstrating that the proposed building will be constructed to comply with the noise restrictions outlined in Condition #5. As a requirement for issuance of a certificate of occupancy, and if requested by the Planning or Building Departments, the developer shall cause a noise study to be conducted at the property lines of any residentially taxed parcels. The results of said study must confirm that noise levels comply with the requirements of Condition #5 prior to the issuance of a certificate of occupancy.*

7. There will be a 100 foot undisturbed buffer along the southern property line boundary with the power line easement. No generator shall be placed closer than 300 feet to the same property line.

PROJECT NARRATIVE FOR PROJECT TURBO LLC TRACT

Rezone Request from PID To Light Industrial (L-I)

JULY 3, 2025

LOCATION – 2400 O'Kelly Road. Gainesville, GA 30507
PARCEL – part of 15024 000003A
ACREAGE – 119 Acres +/-
APPLICANT – Project Turbo LLC
PROPERTY OWNER – Crossroads Properties B, Inc., f/k/a Ampro Products, Inc.

Summary

The accompanying application seeks zoning district change from PID to Light Industrial (I-I) for 119 +/- acres of undeveloped property located on the east side of Candler Road (SR 60) at O'Kelly Road in East Hall County (Hall County's District 3). The overall subject parcel is approximately 145 +/- acres with this application excluding the portion along Candler Road (SR 60) currently zoned for Heavy Industrial (I-II), which is 26 +/- acres.

In 2022, the 119+/- acre tract was rezoned from AR-IV and I-II to PID in for the specific use of storing salvaged vehicles. The other 26 +/- acre tract was not rezoned in the 2022 application and is currently zoned heavy industrial (I-II).

The Gateway Highway Corridor District runs along Candler Rd and encompasses the 26-acre site currently zoned I-II, but not the 119 +/- acre subject property seeking the rezone to I-I. The 26-acre portion of the site does not have direct access to Candler Rd.

The location and proposed Industrial use are consistent with Hall County's Comprehensive Plan's designation as an Employment Corridor.

Site Description

The site has approximately 1100 LF of frontage along O'Kelly Road and is outside the Hall Gateway Corridor Overlay District. The site is rectangular in shape and is bordered by two other Industrial uses on each side of O'Kelly Road. Allen Creek runs along the Northeasterly property line, forming a large natural border between the site and the parcels on the opposite side of the Creek.

There are currently two vacant residential houses with some sheds on the property, with rolling topography that slopes up from O'Kelly Road to a high point in the center of the site, which then slopes down towards Allen Creek.

The City of Gainesville serves the site with water from a 6" line within the right-of-way on O'Kelly Road, with two existing fire hydrants. The site will be served by an on-site sewage management system. All other dry utilities are located within reasonable distance for service extensions, if required.

The site is appropriate and suitable for the proposed use as intended and will not seek any variances to property buffers, setbacks, or open space requirements.

PROJECT NARRATIVE FOR PROJECT TURBO LLC TRACT

Rezone Request from PID To Light Industrial (L-I)

JULY 3, 2025

Adjacencies

The property is bordered by multiple I-II properties, one to the West and one to the Northwest, each with active industrial uses. A large Industrial manufacturer operates a business on 137 acres (zoned AR-1) adjoining the Northwestern boundary, and a poultry product processor operates on a 24-acre tract adjoining the Western boundary.

Allen Creek runs along Northeast-Eastern boundary and, with the stream buffers, will provide additional buffering to surrounding properties. Opposite the Creek, a portion of the Gainesville 85 Business Park (PUD) adjoins the Northern boundary while Hall County-owned land and a parcel currently zoned AR-1 adjoin the Eastern boundary.

Adjoining the Southern boundary is Georgia Power-owned property for high-voltage overhead transmission lines as well as a natural gas transmission facility on a 14-acre site.

Access

Access to the property is currently from O'Kelly Road and no additional access is requested.

Proximity to Other Uses

- Nearest distance to undeveloped commercial property: parcel #15030 000127 zoned I-1, 850 feet north of O'Kelly Rd.
- Nearest distance to developed commercial property: parcel #15024 000185 zoned I-1, adjacent to the Southwestern boundary
- Nearest distance to a Single-Family Home: parcel # 15024 000280 a single family home at 3877 Fawn Court is located approximately 500 feet south of the Southern boundary, on the opposite side of the Georgia Power transmission line property
- Nearest distance to a Subdivision: The Silverwood S/D is located approximately 600 feet south of O'Kelly Road
- Nearest distance to a School: Myers Elementary School at 2676 Candler Road is approximately 1.60 miles south of O'Kelly Road
- Nearest distance to a Church: Hopewell Baptist Church at 5086 Poplar Springs Rd is approximately 1.30 miles south of O'Kelly Road

Comprehensive Plan Consistency

The project is consistent with the "Employment Corridor" in Hall County's 2045 Comprehensive Plan, updated 2024. The appropriate zoning districts listed are:

- R-X (limited)
- R-MF (limited)
- O-I
- M-U
- I-1
- I-2 (limited)
- PID
- POD
- PRD (limited)

PROJECT NARRATIVE FOR PROJECT TURBO LLC TRACT

Rezone Request from PID To Light Industrial (L-I)

JULY 3, 2025

Buffers, Tree Protection, Signage & Lighting

The project will follow buffer requirements, and the limited instances where the subject parcel abuts a residential use or district, the requirements in Section 8.2.1 of the Hall County Municode will be followed. The buffer may be disturbed and replanted in this area to the satisfaction of Hall County. No-spill lighting will be used on the site.

Traffic Impact Study

Though not required for rezoning, a Traffic Impact Study (TIS) will be provided for the DRI (Development of Regional Impact) study that will occur simultaneously with the rezone.

Proposed Uses

In Addition to the uses listed in Table 7.2.1 of the Hall County Municode for Light Industrial, the applicant will also seek a Conditional Use Permit (CUP) for a Data Center.

PROJECT NARRATIVE FOR PROJECT TURBO LLC TRACT

Conditional Use Permit for a Data Center in I-I Zoning

JULY 3, 2025

LOCATION – 2400 O'Kelly Road. Gainesville, GA 30507
PARCEL – part of 15024 000003A
ACREAGE – 119 Acres +/-
APPLICANT – Project Turbo LLC
PROPERTY OWNER – Crossroads Properties B, Inc., f/k/a Ampro Products, Inc.

Summary

The accompanying application seeks a Special Use Permit for a Data Center on a 119 +/- acre tract zoned Light Industrial (I-I). The undeveloped property is located on the east side of Candler Road (SR 60) at O'Kelly Road in East Hall County (Hall County's District 3). The overall subject parcel is approximately 145 +/- acres with this application excluding the portion along Candler Road (SR 60) currently zoned for Heavy Industrial (I-II), which is 26 +/- acres.

The proposed Data Center use is consistent with Hall County's Comprehensive Plan's designation as an Employment Corridor and adjoins industrial, manufacturing and processing uses.

Project Description

The site has approximately 1100 LF of frontage along O'Kelly Road and is currently under consideration for exemption of the Gateway Corridor Overlay District (GCOD) standards as the project will be on that portion of the site not visible from Candler Rd. O'Kelly Road terminates at the subject parcel and will be the point of egress/ingress onto Candler Road for the development.

The proposed development will consist of 2 or more state-of-the-art buildings totaling a combined 900,000 square feet. An on-site power substation will be built to support the data center and will likely be located near the existing Georgia Power heavy transmission lines adjacent to the property's southern boundary.

The primary component of each building's footprint will be used to house organizations' critical network of computing and storage resources which enable the delivery of shared applications and data. The key components of these resources include routers, switches, firewalls, storage systems, servers, and application-delivery controllers. The second largest component of each building's footprint will be offices for the full-time employees that will oversee and support the facility's operations.

The City of Gainesville serves the site with water from a 6" line within the right-of-way on O'Kelly Road, with two existing fire hydrants. The site will be served by an on-site sewage management system. All other dry utilities are located within reasonable distance for service extensions, if required.

PROJECT NARRATIVE FOR PROJECT TURBO LLC TRACT
Conditional Use Permit for a Data Center in I-I Zoning
JULY 3, 2025

The site is appropriate and suitable for the proposed use as intended and will not seek any variances to property buffers, setbacks, or open space requirements.

Adjacencies

One owner operates a poultry processing plant on 2 parcels zoned I-II that share access on O'Kelly Road. A large Industrial manufacturer operates a manufacturing business on 137 acres (zoned AR-1) adjoining the Northwestern boundary.

Opposite Allen Creek, a portion of the Gainesville 85 Business Park (PUD) adjoins the Northern boundary while Hall County-owned land and a parcel currently zoned AR-1 adjoin the Eastern boundary. Allen Creek, with the required stream buffers, will provide additional buffering to surrounding properties.

Adjoining the Southern boundary is Georgia Power-owned property for high-voltage overhead transmission lines as well as a natural gas transmission facility on a 14-acre site.

Data Centers: Daily Life & Questions

Oftentimes without even realizing it, we rely on Data Centers every day. These critical pieces of digital infrastructure serve as the backbone for the internet, online banking, e-commerce, business operations, and cloud-based services like email and social media. These facilities are the digital engines that drive so much of the services, utilities, and products we use daily. From hospitals, banks and airports to online ordering and e-mailing, Data Centers power key pieces of our lives.

One of the common questions about Data Centers is noise from the facilities' operations. Modern data center building design has advanced around robust soundproofing and noise-reduction as a part of its overall impact mitigation. Today, the everyday operation of a Data Center produces no more noise than a typical Industrial building emits from manufacturing or distribution operations. These facilities use backup generators that turn on only in the case of a major emergency where power is lost, or for brief monthly testing scheduled at low-impact times and usually only last for 30-60 minutes. Additionally, the location, topography, and natural buffers of this project's site provide innate noise impact mitigation.

Another common question about Data Centers concerns resource consumption. Modern facility design prioritizes an efficient stewarding of water and often includes Water-Free Cooling Systems, Recycled & Reclaimed Water designs, and/or Closed-Loop Liquid Cooling. As for power consumption, while Data Centers utilize large amounts of power, these sites are located, designed, and constructed in lockstep with the electrical provider to ensure that there is not only ample capacity to support the facilities' operations, but for additional growth in the service territory. Further, Data Centers often enter into specific power purchase agreements (PPAs)

that procure electricity generated from renewable sources and/or renewable energy credits (RECs).

Questions on Data Centers also commonly surround the impact such a project could have on the overall Community. While providing a substantial increase in tax revenue for the local jurisdiction, Data Centers have the dual advantage of also not burdening the community's school system and public services. Once built, vehicle traffic impact is minimal and limited to that of the on-site employees who support the day-to-day operations. Divergent from most other industrial uses, Data Centers do not produce daily semi-truck or commercial traffic to and from the site.

In light of the neighboring industrial enterprises as well as uses allowed in Light Industrial, this Data Center project complements the employment corridor and empowers our community's industries with a low-impact touch. A Data Center will also elevate this specific site's use from the automotive salvage yard allowed by its current zoning today, to a freshly designed, state-of-the-art facility harmoniously nestled amidst the natural geography of the location.

Katie L. Greenway (Planning)

From: Cameron Grogan <cameron@projectturbollc.com>
Sent: Thursday, September 4, 2025 3:48 PM
To: Katie L. Greenway (Planning)
Cc: Beth Garmon (Planning)
Subject: Re: 2400 Okelly Road - Finalizing Staff Reports

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

Katie, so sorry for the delay, but I am glad that our Partner was able to provide the most detail. Please see below.

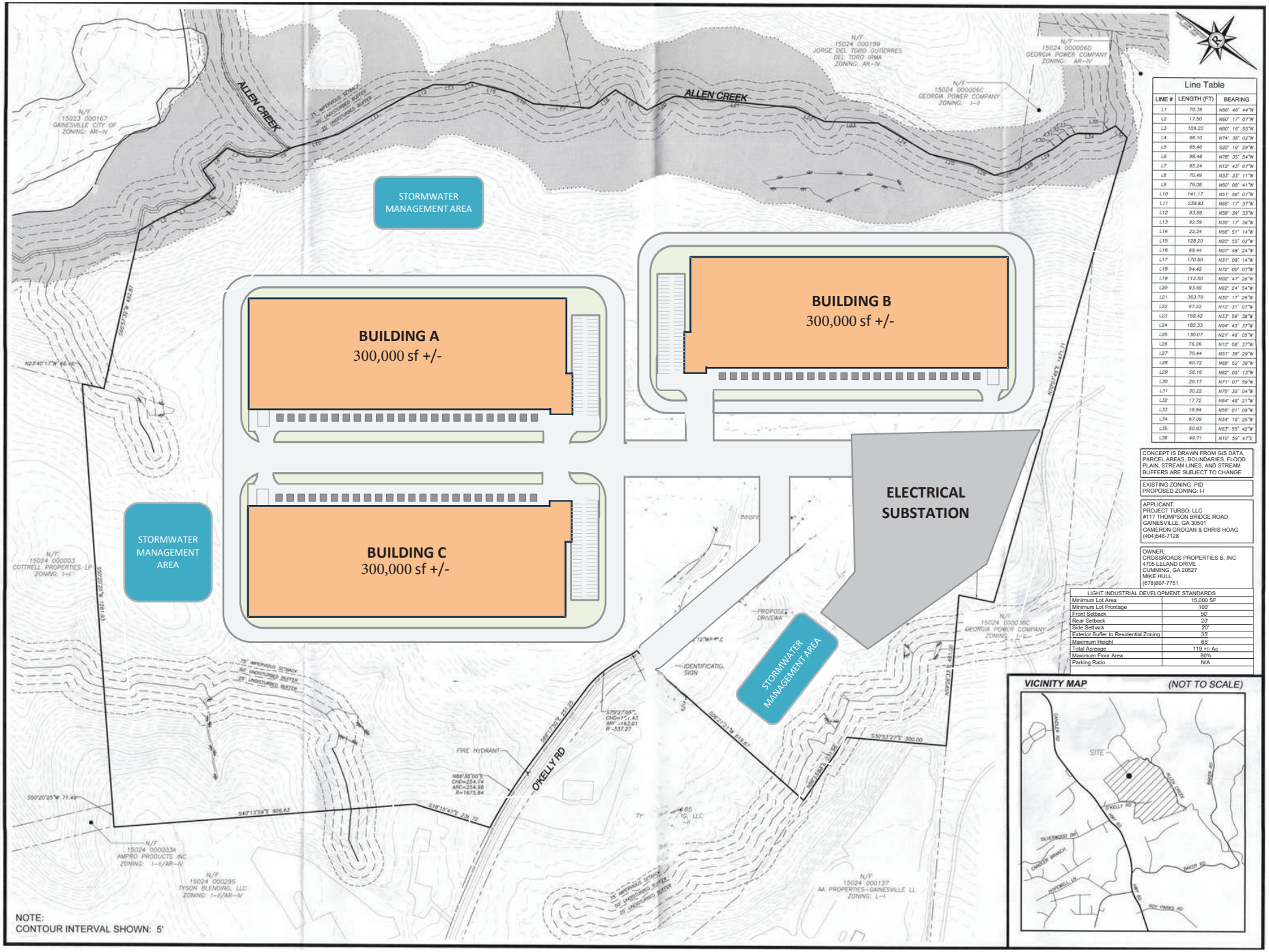
1. **Cooling System:**
   - The facility will utilize air-cooled and closed-loop chilled water systems, designed for minimal water consumption.
   - Closed-loop and recycled water systems are standard in our designs and will be incorporated. These minimize evaporative losses and eliminate once-through cooling.
   - The system is designed with modular scalability to support up to 500 MW of IT load while maintaining energy efficiency and water stewardship.
2. **Cooling System Location:**
   - Cooling infrastructure will be directly adjacent to or integrated with the data halls.
   - Major cooling units (chillers, CRAHs, cooling towers if applicable) will be located in secured mechanical yards that are screened from view by architectural walls, landscaping, and natural buffers.
3. **Noise Levels:**
   - Cooling and backup power systems are designed to meet or fall below local noise ordinances at the property line.
   - Anticipated operational levels: 65–70 dBA at the equipment and below 55 dBA at property boundaries, consistent with light industrial zoning standards.
   - Additional sound-attenuating enclosures, acoustic barriers, and vegetative buffers will be used where needed.
4. **Staffing:**
   - Staffing is phased with construction: initial headcount ~40–60 FT employees, growing to 100–150 permanent full-time staff at full build-out.
   - Facility operates 24/7/365, with rotating shifts covering operations, maintenance, and security.
   - Additional indirect jobs will be created via contracted services (facilities maintenance, landscaping, security, etc.).
   - Construction jobs will be in the hundreds
5. **Power Supply Coordination**
   - We are working closely with Jackson EMC, who will be our distribution partner, and are in parallel negotiations with power generators.
   - The intent is to enter into a tri-party Power Purchase Agreement (PPA) among Jackson EMC, the generator, and our company to ensure stable supply and grid reliability.
6. **Power Grid Capacity:**

- Independent Transmission Study confirmed the existing transmission infrastructure can support our proposed power load.
- Jackson EMC has validated these findings and supports the project's interconnection strategy.

7. **Water Usage:**
   - Cooling is designed to be extremely water-efficient, with closed-loop recirculation as the baseline.
   - We would be looking for 225,000 GPD for the entire site, which would also include fire system needs.
   - We will design for onsite reuse and reclaimed water sources in coordination with local utilities to further reduce potable water demand.
8. **Sound & Visual Mitigation:**
   - The site benefits from natural buffers including Allen Creek and the existing 300-foot power line easement.
   - Facility design will incorporate:
     - Architectural screening walls and landscaped berms.
     - Tree plantings and vegetative buffers around the perimeter.
     - Equipment enclosures to reduce visibility and noise.
9. **Backup Power:**
   - Yes. The site will have redundant backup generators to ensure uninterrupted service in the event of a grid outage.
   - Generators are tiered in phases, activated only during testing or emergencies.
10. **Fuel Storage:**
    - Fuel will be stored onsite in double-walled, above-ground tanks compliant with EPA and Georgia EPD regulations.
    - Storage capacity is typically designed to support 12-24 hours of full-load backup generation.
    - Refueling contracts with local providers will ensure continuous resilience in extended outages.
11. **Water Discharge:**
    - The facility will not use once-through water cooling and will not generate large volumes of discharge.
    - If not tied to municipal sewer, small volumes of blowdown water from the cooling system can be:
      - Treated onsite to meet regulatory standards.
      - Safely discharged into existing stormwater basins in coordination with the local water authority.
    - Stormwater management systems will exceed regulatory requirements, ensuring no adverse impact to surrounding watersheds

On Thu, Sep 4, 2025 at 10:18 AM Cameron Grogan <cameron@projectturbollc.com> wrote:

> Sorry Katie, I have been told I'll have it by lunch. Our engineer and end-user are just dotting the i's and crossing t's. Will get it to you asap.
>
> CG
>
> On Wed, Sep 3, 2025 at 3:59 PM Katie L. Greenway (Planning) <klgreenway@hallcounty.org> wrote:



Line Table		
LINE #	LENGTH (FT)	BEARING
L1	70.39	N66° 46' 44"W
L2	17.50	N60° 17' 07"W
L3	109.20	N60° 16' 55"W
L4	66.10	N74° 38' 02"W
L5	65.40	S20° 19' 29"W
L6	98.46	N78° 35' 54"W
L7	65.24	N12° 43' 07"W
L8	70.49	N33° 33' 11"W
L9	76.08	N60° 08' 41"W
L10	141.17	N51° 58' 07"W
L11	239.83	N65° 17' 37"W
L12	83.69	N58° 39' 33"W
L13	92.59	N35° 17' 36"W
L14	22.24	N56° 51' 14"W
L15	128.20	N20° 55' 02"W
L16	69.44	N07° 48' 24"W
L17	170.50	N31° 08' 14"W
L18	94.42	N72° 00' 07"W
L19	112.50	N02° 47' 26"W
L20	93.69	N62° 24' 54"W
L21	363.79	N30° 17' 29"W
L22	97.22	N10° 31' 07"W
L23	159.42	N33° 59' 38"W
L24	182.33	N04° 43' 37"W
L25	130.07	N21° 46' 05"W
L26	76.06	N10° 08' 37"W
L27	75.44	N51° 38' 29"W
L28	60.72	N68° 52' 39"W
L29	56.16	N62° 05' 13"W
L30	26.17	N71° 07' 59"W
L31	30.22	N75° 35' 04"W
L32	17.72	N64° 46' 21"W
L33	19.84	N56° 01' 09"W
L34	67.09	N34° 10' 25"W
L35	50.83	N63° 55' 42"W
L36	49.71	N10° 59' 47"E

CONCEPT IS DRAWN FROM GIS DATA. PARCEL AREAS, BOUNDARIES, FLOOD PLAIN, STREAM LINES, AND STREAM BUFFERS ARE SUBJECT TO CHANGE

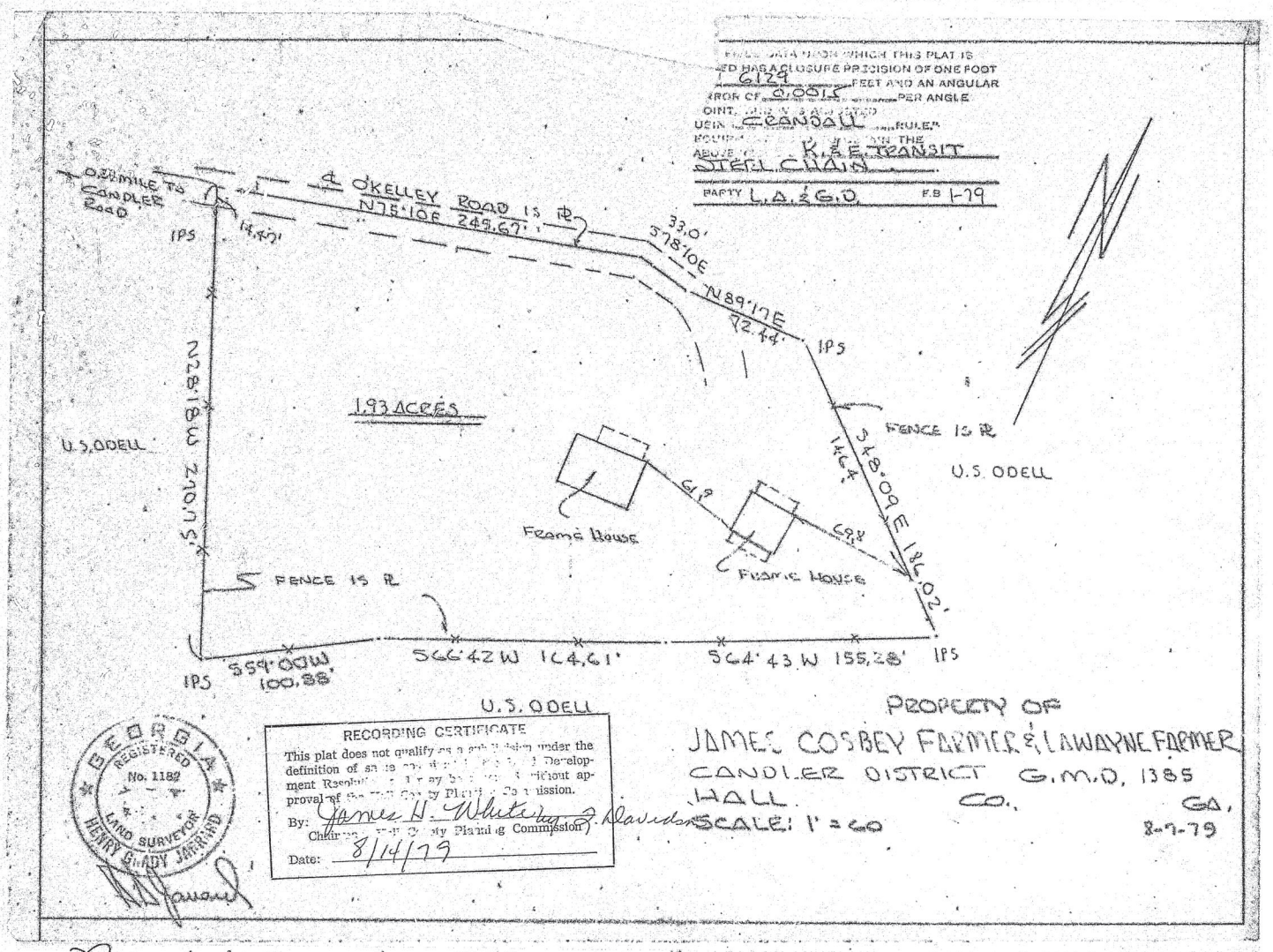
EXISTING ZONING: PID
PROPOSED ZONING: I-I

APPLICANT:
PROJECT TURBO, LLC
#117 THOMPSON BRIDGE ROAD
GAINESVILLE, GA 30501
CAMERON GROGAN & CHRIS HOAG
(404)548-7128

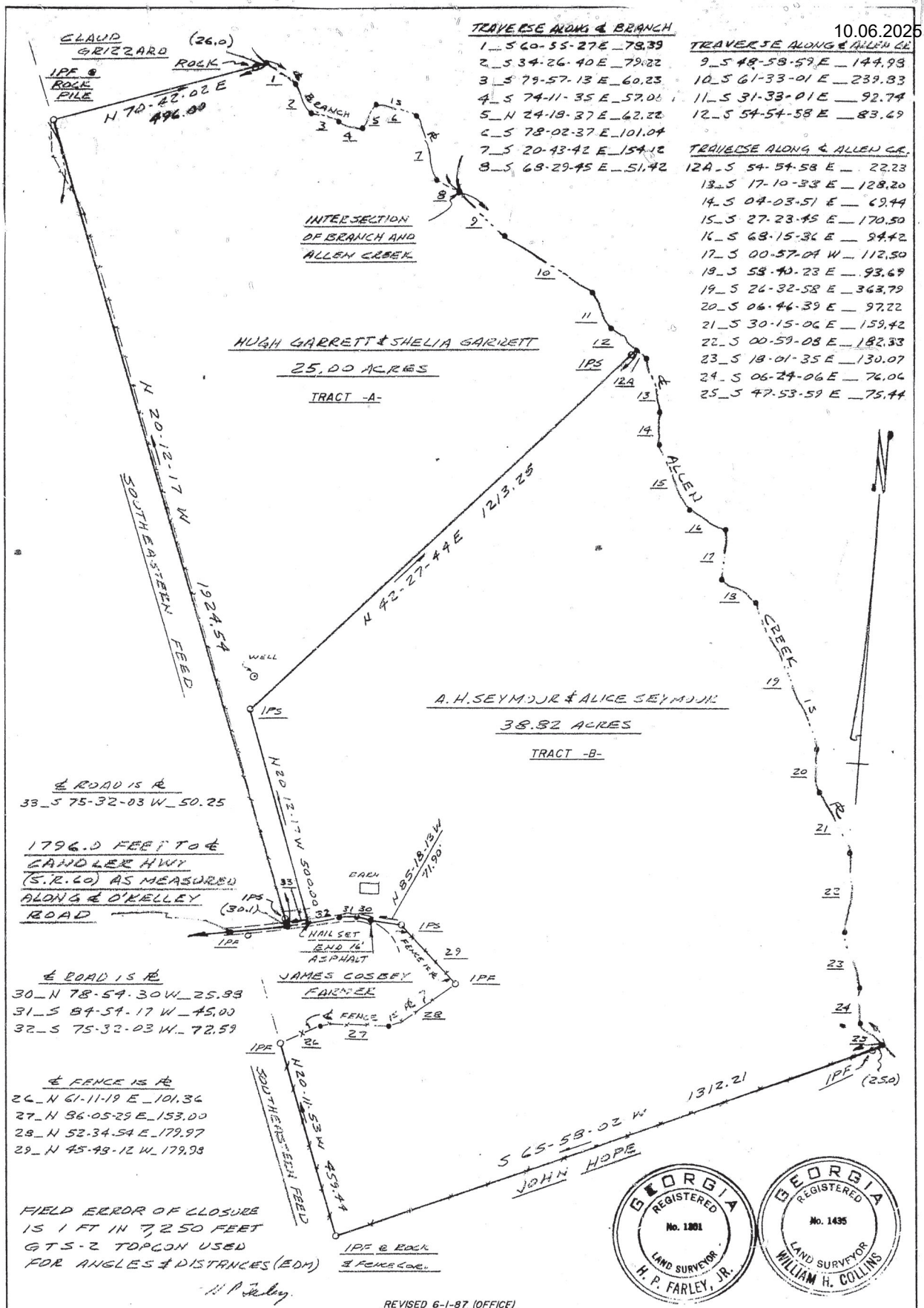
OWNER:
CROSSROADS PROPERTIES B, INC
4705 LELAND DRIVE
CUMMING, GA 20527
MIKE HULL
(678)807-7751

LIGHT INDUSTRIAL DEVELOPMENT STANDARDS	
Minimum Lot Area	15,000 SF
Minimum Lot Frontage	100'
Front Setback	50'
Rear Setback	20'
Side Setback	20'
Exterior Buffer to Residential Zoning	35'
Maximum Height	65'
Total Acreage	119 +/- Ac
Maximum Floor Area	80%
Parking Ratio	N/A

VICINITY MAP (NOT TO SCALE)



Recorded August 15, 1979 H. Grady Watson, Clerk



TRAVERSE ALONG ℄ BRANCH

1	S 60-55-27 E	78.39
2	S 34-26-40 E	79.22
3	S 79-57-13 E	60.23
4	S 74-11-35 E	57.01
5	N 24-18-37 E	62.22
6	S 78-02-37 E	101.04
7	S 20-43-42 E	154.12
8	S 68-29-45 E	51.42

TRAVERSE ALONG ℄ ALLEN CR.

9	S 48-58-59 E	144.98
10	S 61-33-01 E	239.83
11	S 31-33-01 E	92.74
12	S 54-54-58 E	83.69

TRAVERSE ALONG ℄ ALLEN CR.

12A	S 54-54-58 E	22.23
13	S 17-10-33 E	128.20
14	S 04-03-51 E	69.44
15	S 27-23-45 E	170.50
16	S 68-15-36 E	94.42
17	S 00-57-09 W	112.50
18	S 58-40-23 E	93.69
19	S 26-32-58 E	363.79
20	S 06-46-39 E	97.22
21	S 30-15-06 E	159.42
22	S 00-59-08 E	182.33
23	S 18-01-35 E	130.07
24	S 06-24-06 E	76.06
25	S 47-53-59 E	75.44

IPF = IRON PIN FOUND
IPS = IRON PIN SET
R/W = RIGHT-OF-WAY
℄ = CENTER LINE
℞ = PROPERTY LINE

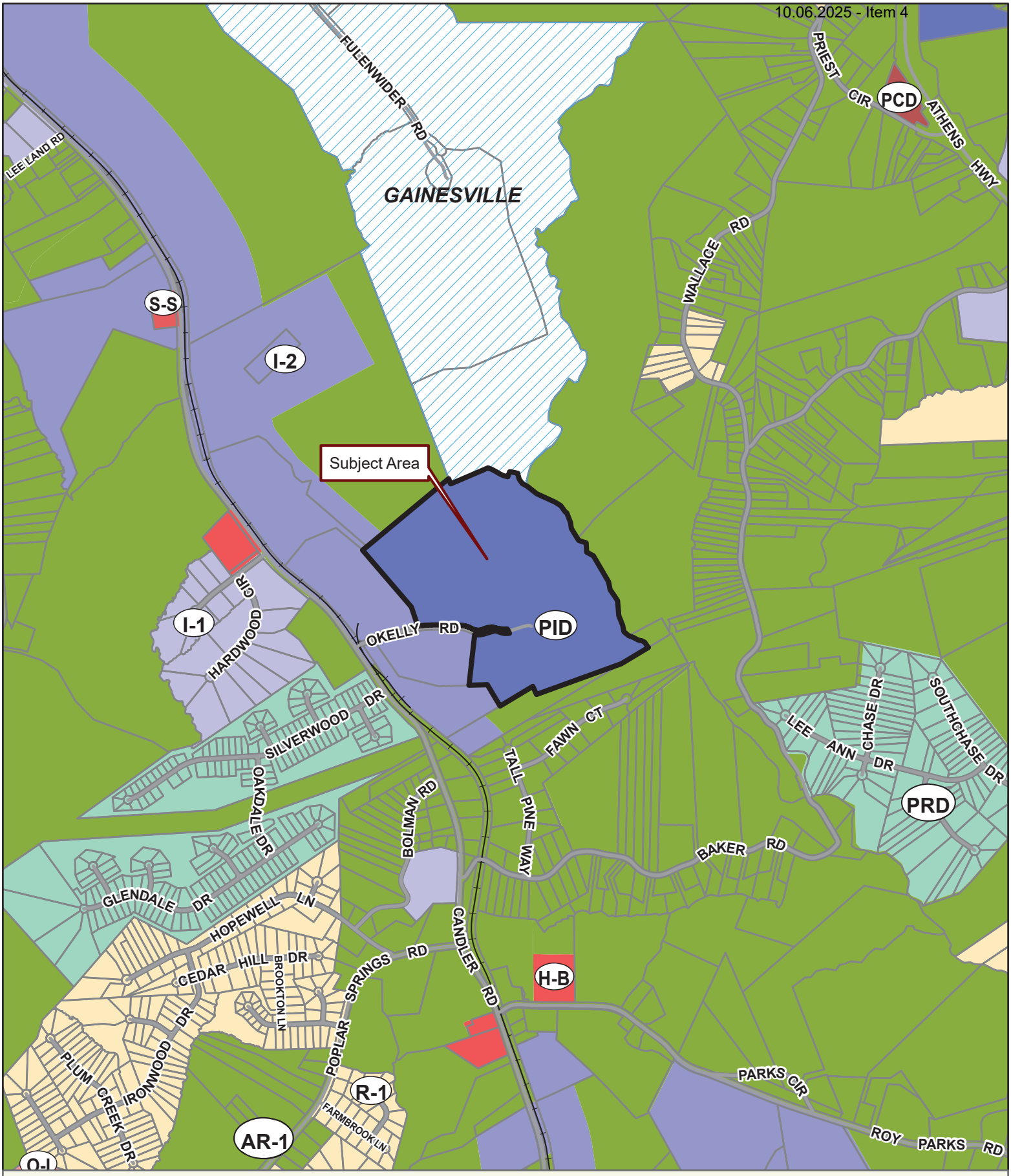
FARLEY-COLLINS ASSOCIATES
P. O. BOX 731 532-1001
1201 THOMPSON BRIDGE ROAD
GAINESVILLE, GA. 30503

SCALE: 1" = 200'
DATE: 4-1-85
REV 3-13-87

SURVEY FOR
HUGH GARRETT & A. H. SEYMOUR
CANDLER (GM 1335) DISTRICT
HALL COUNTY, GEORGIA

F-BBB

Recorded June 18, 1987 Dwight S. Wood, Clerk



Applicant: PROJECT TURBO
Tax Parcel #: 15024 000003A (PT)
Location: 2400 OKELLY ROAD, GAINESVILLE, GA 30507
Commission District 3 **PC Mtg. Date: 09/02/2025**

0 400 800 1,600
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N



Applicant: PROJECT TURBO
Tax Parcel #: 15024 000003A (PT)
Location: 2400 OKELLY ROAD, GAINESVILLE, GA 30507
Commission District 3 **PC Mtg. Date: 09/02/2025**

0 150 300 600
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N



Applicant: PROJECT TURBO
Tax Parcel #: 15024 000003A (PT)
Location: 2400 OKELLY ROAD, GAINESVILLE, GA 30507
Commission District 3 **PC Mtg. Date: 09/02/2025**

0 200 400 800
Feet

Zoning Boundary
City Limits
Subject Area

N

06834
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000026

GEORGIA, HALL COUNTY, CLERK SUPERIOR COURT
Filed in office, this 3 day of May
20 11 at 11:28 AM. Recorded in Deed
Book 6834 Page(s) 26-27
Charles Baker, Clerk By SB

After Recording, Return To:
Zack A. Rice
Boling Rice, LLC
Post Office Box 244
Cumming, Georgia 30028
770/887-3162

ZAR/64,364

007939

HALL COUNTY, Georgia
Real Estate Transfer Tax
Paid $ 150.00
Date May 3 2011
Charles Baker
Superior Court Clerk
By SB
PT61 069-2011 002350

GENERAL WARRANTY DEED

State of Georgia, County of Forsyth

THIS INDENTURE is made as of **MAY 2, 2011**, between **STACY LYNN CRABTREE and TRACY COSBY FARMER** (hereinafter referred to as "Grantor") and **AMPRO PRODUCTS, INC., a Georgia corporation**, (hereinafter referred to as "Grantee"), ("Grantor" and "Grantee" to include their respective heirs, successors, executors, administrators, legal representatives and assigns where the context requires or permits).

GRANTOR, in consideration of the sum of Ten and No/100 Dollars ($10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee the following:

All that tract or parcel of land lying and being in the Candler Militia District of Hall County, Georgia, containing 1.93 acres, more or less, and as shown on survey of the property of James Cosbey Farmer, prepared by Henry Grady Jarrard, Registered Surveyor, dated August 7, 1979, recorded in Plat Book 75k page 148 of the Hall County Records, which is incorporated herein by reference for a more complete description thereof.

The Grantor also Quit-Claims herein any and all interest in and to any property lying between the boundaries of the above described tract and the adjoining property currently owned by the Grantee.

TO HAVE AND TO HOLD, the 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 and in FEE SIMPLE.

AND THE SAID GRANTOR WILL WARRANT and forever defend the right and title of the above described property unto Grantee and Grantee's heirs and assigns against the claims of all persons whomsoever.

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EXECUTED under seal as of the date above.

Signed, sealed and delivered
in the presence of:

Witness

Notary Public (SEAL)

ZACKA RICE
NOTARY PUBLIC
FORSYTH COUNTY
GEORGIA
EXPIRES
MAY 12, 2014

Stacy Lynn Crabtree (SEAL)

Tracy Cosby Farmer (SEAL)

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GEORGIA, HALL COUNTY, CLERK SUPERIOR COURT
Filed in office, this 3 day of May
20 11 at 11:28 AM. Recorded in Deed
Book 6834 Page(s) 28
Charles Baker, Clerk By SB

After Recording, Return To:
Zack A. Rice
Boling Rice LLC
Post Office Box 244
Cumming, Georgia 30028
770/887-3162

ZAR/64,364

007940

HALL COUNTY, Georgia
Real Estate Transfer Tax
Paid $ 0
Date May 3 2011
Charles Baker
Superior Court Clerk
By SB
PT61 069-2011 002383

QUIT-CLAIM DEED
State of Georgia; County of Forsyth

THIS INDENTURE, made as of **MAY** 2, **2011**, between **JAMES C. FARMER**, of the first part, and **AMPRO PRODUCTS, INC., a Georgia corporation**, of the second part,

WITNESSETH: That the said party of the first part, for and in consideration of the sum of ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATION, in hand paid the receipt whereof is acknowledged, has bargained, sold, and by these presents does remise, convey and forever quit-claim to the said party of the second part, its heirs and assigns, the below described property to-wit:

All that tract or parcel of land lying and being in the Candler Militia District of Hall County, Georgia, containing 1.93 acres, more or less, and as shown on survey of the property of James Cosbey Farmer, prepared by Henry Grady Jarrard, Registered Surveyor, dated August 7, 1979, recorded in Plat Book 75k page 148 of the Hall County Records, which is incorporated herein by reference for a more complete description thereof.

The Grantor also Quit-Claims herein any and all interest in and to any property lying between the boundaries of the above described tract and the adjoining property currently owned by the Grantee.

The purpose of this Quit-Claim Deed is to release a life estate reserved in that Warranty Deed filed September 3, 2009 and recorded in Deed Book 6604, page 12, Hall County Records.

TO HAVE AND TO HOLD the said described premises to the said party of the second part, so that neither the said party of the first part nor their heirs, nor any other person or persons claiming under them shall at any time, by any means or ways, have, claim, or demand any right or title to the aforesaid described premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, the said party of the first part has hereunto set their hand and seal, the day and year above written.

Signed, sealed and delivered
in the presence of:

Vicki Reed
Witness

Notary Public
(SEAL)

ZACK A. RICE NOTARY PUBLIC FORSYTH COUNTY GEORGIA EXPIRES April 12, 2014

James C Farmer (SEAL)
James C. Farmer

_____ (SEAL)

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000029

GEORGIA, HALL COUNTY, CLERK SUPERIOR COUR
Filed in office, this 3 day of May
20 11 at 11:28 Am. Recorded in Deed
Book 6834 Page(s) 29-30
Charles Baker, Clerk By JN

007941

HALL COUNTY, Georgia
Real Estate Transfer Tax
Paid $ 253.00
Date 05-03-11
Charles Baker
Superior Court Clerk
By JN

RETURN TO: ANGELA GRANT CLARK
P.O. BOX 611
DAHLONEGA, GA 30533

PT61 069- 2011- 002321

SURVIVORSHIP WARRANTY DEED

STATE OF GEORGIA
COUNTY OF Hall

THIS INDENTURE, Made this 29th day of April in the Year of Our Lord Two Thousand and Eleven, between Clay L. Pilgrim and Lindsey S. Pilgrim of the County of White, and State of Georgia, as parties of the first part, and Russell J. Chamblee and Jennifer J. Chamblee of the County of Hall, and State of Georgia, as parties of the second part,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERATIONS ($10.00) in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and conveyed, and by these present does grant, bargain, sell, and convey unto said parties of the second part, as tenants in common, for and during their joint lives, and, upon the death of either of them, then to the survivor of them, in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, the following described property:

SEE EXHIBIT "A" ATTACHED HERETO
AND MADE A PART HEREOF BY REFERENCE

TO HAVE AND TO HOLD the said bargained premises, together 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 parties of the second part, their heirs and assigns, forever, in fee simple.

And the said parties of the first part, for their heirs, executors, and administrators, will warrant and forever defend the right and title of the above described property unto the said parties of the second part, their heirs and assigns, against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said parties of the first part has hereunto set hands and affixed seals, the day and year first above written.

Signed, sealed and delivered in the presence of:

Nancy W. Truelove
Unofficial Witness

Clay L Pilgrim (SEAL)
Clay L. Pilgrim

Angela G. Clark
Notary Public
State of Georgia

Lindsey S. Pilgrim (SEAL)
Lindsey S. Pilgrim

ANGELA G. CLARK
NOTARY PUBLIC
GEORGIA
EXPIRES
SEPT 10, 20
HALL COUNTY

11re-253

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EXHIBIT A

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 50, 12TH DISTRICT, (GMD 1695), HALL COUNTY, GEORGIA AND BEING LOT 8 AS SHOWN ON THE FINAL SUBDIVISION PLAT PREPARED FOR KREE-J HORNE BUILDERS, INC., PREPARED BY CHRIS M. PATTON, GEORGIA REGISTERED LAND SURVEYOR, SURVEY DATE OF NOVEMBER 30, 2005 AND A PLAT DATE OF APRIL 10, 2006, RECORDED IN PLAT BOOK 849, PAGES 91-94, HALL COUNTY RECORDS. SAID PLAT IS HEREBY INCORPORATED BY REFERENCE.

THIS CONVEYANCE IS MADE SUBJECT TO AND TOGETHER WITH ANY EASEMENTS OF RECORD OR EASEMENTS ACCESSING THE ABOVE DESCRIBED PROPERTY.

11RE-253

CLP LSP

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00189

GEORGIA, HALL COUNTY, CLERK
SUPERIOR COURT FILED IN OFFICE 4559 000189
AND RECORDED IN BOOK
PAGE (S) 189-190 THIS 5
DAY OF MAY 2003 AT 11:20 am
DWIGHT S. WOOD, CLERK BY
071335

ZAR/Deed Preparation Only

After Recording, Return To:
Zack A. Rice
Boling, Rice, Martin & McGruder, LLC
Post Office Box 244
Cumming, Georgia 30028
770/887-3162

018915

HALL COUNTY, Georgia
Real Estate Transfer Tax
Paid $ 0
Date 5-5-03
DWIGHT S. WOOD
Clerk Superior Court
By

Ampro Products INC
2305 O'Kelley Rd
Gainesville, GA 30507

QUIT-CLAIM DEED

State of Georgia; County of Forsyth

THIS INDENTURE, made as of **APRIL** 24, **2003**, between **SCOTT DUCHETTE**, of the first part, and **AMPRO PRODUCTS, INC., a Georgia corporation**, of the second part,

WITNESSETH: That the said party of the first part, for and in consideration of the sum of ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATION, in hand paid the receipt whereof is acknowledged, has bargained, sold, and by these presents does remise, convey and forever quit-claim to the said party of the second part, its heirs and assigns, the below described property to-wit:

All that tract or parcel of land lying and being in Candler District (GMD 1385) of Hall County, Georgia, being more particularly described on Exhibit "A' attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said described premises to the said party of the second part, so that neither the said party of the first part nor their heirs, nor any other person or persons claiming under them shall at any time, by any means or ways, have, claim, or demand any right or title to the aforesaid described premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, the said party of the first part has hereunto set their hand and seal, the day and year above written.

Signed, sealed and delivered
in the presence of:

Witness

Notary Public (SEAL)

JOHN OWENS
Notary Public, Hall County, Georgia
My Commission Expires March 11, 2006

Scott Duchette (SEAL)
Scott Duchette

(SEAL)

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000190

EXHIBIT A

All that tract or parcel of land lying and being in Candler District (GMD 1385) of Hall County, Georgia, being 38.82 acres and designated as Tract "B," as shown on a plat for Hugh Garrett and A.H. Seymour, as surveyed by H. P. Farley, Jr., RLS #1435, revised June 1, 1987, recorded in Plat Slide 122, page 70, of the Hall County records, which plat is incorporated herein by reference for a more complete description thereof.

And:

All that tract or parcel of land lying and being in the Candler (1385th) G.M. District of Hall County, Georgia, and being more particularly described as follows:

To establish the POINT OF BEGINNING, commence at the corner of the intersection formed by the centerline of Candler Highway, also known as State Route No. 60, with the centerline of O'Kelley Road; extending thence in a Northeasterly direction along the centerline of O'Kelley Road 1796.00 feet to a point; thence S01°07'32"E, 270.34 feet to a 3/8 inch iron pin found on the East property line of lands now or formerly of Southeastern Feed; thence S20°11'53"E along said East property line 459.44 feet to a 3/8 inch iron pin found which is the POINT OF BEGINNING; thence from said POINT OF BEGINNING, N65°58'02"E, 1312.21 feet to a ½ inch iron pin found; thence N65°58'02"E, 25.00 feet to the centerline of Allen Creek, also being the dividing line between Tadmore (268th) G.M. District and the Candler (1385th) G.M. District of Hall County, Georgia; thence in a Southeasterly direction along said centerline and dividing line and following the meanderings thereof the following courses and distances: S62°37'33"E, 54.76 feet to a point; thence S55°00'54"E, 182.36 feet to a point; thence S41°12'20"E, 55.20 feet to a point; and S18°06'06"E 58.01 feet to a 3/8 inch iron pin set; thence S73°52'15"W, 1471.71 feet to a 3/8 inch iron pin set; thence N20°11'53"W, 107.44 feet to the POINT OF BEGINNING. Said tract contains 6.642 acres, more or less

The above-described tract of land is a portion of that larger tract of land more particularly described in a Warranty Deed dated February 17, 1976, from David M. Lacy to Georgia Power Company, recorded in Deed Book 526, page 50, in the Office of the Clerk of Superior Court, Hall County, Georgia, and shown on a plat thereof prepared by Farley-Collins Associates, Registered Surveyors, entitled "Survey for Norman A. Swanson," dated September 25, 1992, drawing no. 4912, and on file in the Offices of Georgia Power Company, Land Department.

O'KELLY ROAD LEGAL

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN CANDLER (GM 1385) DISTRICT, HALL COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT POINT ON THE NORTH RIGHT OF WAY OF O'KELLY ROAD; THENCE LEAVING SAID RIGHT OF WAY AND ALONG THE PROPERTY NOW OR FORMERLY OF TYSON BLENDING LLC THE FOLLOWING COURSES AND DISTANCES NORTH 17°26'30" WEST, 250.00 FEET TO A POINT; THENCE NORTH 39°24'25" WEST, 924.98 FEET TO A POINT; THENCE ALONG THE PROPERTY NOW OR FORMERLY OF COTTRELL PROPERTIES, LP NORTH 50°21'32" EAST, 1281.69 FEET TO A POINT; THENCE ALONG THE PROPERTY NOW OR FORMERLY OF AVILA ROSALIO VICTORIA THE FOLLOWING COURSES AND DISTANCES SOUTH 22°25'18" EAST, 66.79 FEET TO A POINT; THENCE NORTH 66°50'48" EAST, 448.61 FEET TO THE CENTERLINE OF ALLEN CREEK; THENCE ALONG THE CENTER LINE OF ALLEN CREEK THE FOLLOWING COURSES AND DISTANCES SOUTH 63°57'21" EAST, 81.77 FEET TO A POINT; THENCE SOUTH 38°06'31" EAST, 79.22 FEET TO A POINT; THENCE SOUTH 83°37'04" EAST, 60.23 FEET TO A POINT; THENCE SOUTH 77°51'26" EAST, 57.01 FEET TO A POINT; THENCE NORTH 20°39'46" EAST, 62.22 FEET TO A POINT; THENCE SOUTH 81°42'28" EAST, 101.04 FEET TO A POINT; THENCE SOUTH 24°23'33" EAST, 154.12 FEET TO A POINT; THENCE SOUTH 72°09'36" EAST, 51.42 FEET TO A POINT; THENCE SOUTH 52°38'50" EAST, 144.98 FEET TO A POINT; THENCE SOUTH 65°12'52" EAST, 239.83 FEET TO A POINT; THENCE SOUTH 35°12'52" EAST, 92.74 FEET TO A POINT; THENCE SOUTH 58°34'49" EAST, 105.92 FEET TO A POINT; THENCE SOUTH 20°50'24" EAST, 128.20 FEET TO A POINT; THENCE SOUTH 07°43'42" EAST, 69.44 FEET TO A POINT; THENCE SOUTH 31°03'36" EAST, 170.50 FEET TO A POINT; THENCE SOUTH 71°55'27" EAST, 94.42 FEET TO A POINT; THENCE SOUTH 02°42'47" EAST, 112.50 FEET TO A POINT; THENCE SOUTH 62°20'14" EAST, 93.69 FEET TO A POINT; THENCE SOUTH 30°12'49" EAST, 363.79 FEET TO A POINT; THENCE SOUTH 10°26'30" EAST, 97.22 FEET TO A POINT; THENCE SOUTH 33°54'57" EAST, 159.42 FEET TO A POINT; THENCE SOUTH 04°38'59" EAST, 182.33 FEET TO A POINT; THENCE SOUTH 21°41'26" EAST, 130.07 FEET TO A POINT; THENCE SOUTH 10°03'57" EAST, 76.06 FEET TO A POINT; THENCE SOUTH 51°10'16" EAST, 76.62 FEET TO A POINT; THENCE SOUTH 66°13'59" EAST, 54.76 FEET TO A POINT; THENCE SOUTH 58°37'20" EAST, 182.36 FEET TO A POINT; THENCE SOUTH 44°48'46" EAST, 55.20 FEET TO A POINT; THENCE SOUTH 21°42'32" EAST, 58.01 FEET TO A POINT; THENCE LEAVING THE CENTERLINE OF ALLEN CREEK AND ALONG THE PROPERTY NOW OR FORMERLY OF GEORGIA POWER COMPANY THE FOLLOWING COURSES AND DISTANCES SOUTH 70°15'49" WEST, 1471.71 FEET TO A POINT; THENCE NORTH 23°48'19" WEST, 107.44 FEET TO A POINT; THENCE SOUTH 59°22'55" WEST, 461.43 FEET TO A POINT; THENCE ALONG THE PROPERTY NOW OR FORMERLY OF AA PROPERTIES GAINESVILLE LLC THE FOLLOWING COURSES AND DISTANCES NORTH 30°35'22" WEST, 300.20 FEET TO A POINT; THENCE SOUTH 88°27'37" WEST, 212.84 FEET TO A POINT; THENCE ALONG THE PROPERTY NOW OR FORMERLY OF TYSON BLENDING LLC THE FOLLOWING COURSES AND DISTANCES NORTH

06°28'02" EAST, 299.57 FEET TO A POINT; THENCE NORTH 06°30'44" EAST, 312.36 FEET TO THE SOUTH RIGHT OF WAY OF O'KELLY ROAD; THENCE ALONG THE RIGHT OF WAY OF O'KELLY ROAD THE FOLLOWING COURSES AND DISTANCES 27.57 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A CHORD OF SOUTH 81°06'49" EAST 27.57 FEET AND A RADIUS OF 6892.45 FEET TO A POINT; THENCE SOUTH; THENCE 128.34 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A CHORD OF NORTH 79°17'17" EAST 128.34 FEET AND A RADIUS OF 32085.03 FEET TO A POINT; THENCE NORTH 71°03'48" EAST, 34.15 FEET TO A POINT; THENCE 97.20 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD OF NORTH 88°00'48" EAST 97.20 FEET AND A RADIUS OF 24300.02 FEET TO A POINT; THENCE SOUTH 73°07'51" EAST, 22.27 FEET TO A POINT; THENCE 63.39 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A CHORD OF SOUTH 77°54'02" EAST 63.39 FEET AND A RADIUS OF 15847.51 FEET TO A POINT; THENCE 44.07 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A CHORD OF NORTH 87°54'45" EAST 44.07 FEET AND A RADIUS OF 11100.01 FEET TO A POINT; THENCE NORTH 23°45'37" WEST, 149.56 FEET TO A POINT; THENCE SOUTH 58°18'32" WEST, 83.72 FEET TO A POINT; THENCE NORTH 79°23'32" WEST, 44.67 FEET TO A POINT; THENCE SOUTH 81°58'22" WEST, 57.97 FEET TO A POINT; THENCE SOUTH 71°38'13" WEST, 71.01 FEET TO A POINT; THENCE SOUTH 74°01'00" WEST, 35.78 FEET TO A POINT; THENCE SOUTH 84°53'07" WEST, 52.80 FEET TO A POINT; THENCE NORTH 79°04'26" WEST, 37.83 FEET TO A POINT; THENCE NORTH 67°39'08" WEST, 46.82 FEET TO A POINT; THENCE NORTH 68°28'21" WEST, 60.07 FEET TO A POINT; THENCE NORTH 79°40'53" WEST, 60.07 FEET TO A POINT; THENCE NORTH 87°25'58" WEST, 62.07 FEET TO A POINT; THENCE NORTH 89°27'41" WEST, 135.57 FEET TO A POINT; THENCE NORTH 89°04'42" WEST, 168.02 FEET TO A POINT; THENCE SOUTH 87°11'26" WEST, 60.69 FEET TO A POINT; THENCE NORTH 83°02'39" WEST, 4.02 FEET TO A POINT, BEING THE **POINT OF BEGINNING**.

SAID TRACT CONTAINS 119 +/- ACRES.

TO: Cameron Grogan; Project Turbo, LLC

FROM: Andrew Antweiler, PE, PTOE, RSP1; KCI Technologies, Inc.

DATE: August 18, 2025

RE: 2400 O'Kelly Road – Proposed Development Trip Generation

Project Background

The purpose of this memorandum is to summarize the expected trip generation and driveway volumes for the proposed 2400 O'Kelly Road development. The site is located at the end of O'Kelly Road. Access to the site is provided via O'Kelly Road to SR 60. The intersection of SR 60 at O'Kelly Road is currently a side-street stop-control three-leg intersection, with SR 60 as the northbound/southbound free-flow approaches and O'Kelly Road as the westbound stop-control approach. The most recent (April 2025) GDOT TADA count station (139-0303) located to the north of the intersection recorded 16,346 vehicle per day along SR 60.

Based on information from the client and the concept plan, the development is to include up to 900,000 square feet of buildings for data center use with one site access location at the end of O'Kelly Road.

Site Traffic

Traffic anticipated to be generated by the land use was based on the Trip Generation Manual, 11th Edition, by the Institute of Transportation Engineers (ITE). This is the nationally recognized database which provides trip generation estimates for a wide variety of land uses. For this development, site traffic was estimated for the typical weekday daily, AM peak hour, and PM peak hour volumes for the most applicable land use code: Data Center (Land Use Code 160).

The ITE estimated development volumes represent a conservatively high estimate of project traffic compared to the actual anticipated traffic volumes. Based on other DRI reviews for proposed data centers, we are aware there are ongoing discussions with ARC and GRTA regarding trip generation rates for data centers. It is worth noting in June 2025 the DCA paused the requirement for DRI review of data centers while they revise the DRI rules to more specifically include data center projects.

The site will generate trips from employees managing the data centers with limited additional trips. Information from the client indicates the development is expected to employ 100 employees in shifts over a 24-hour period. Therefore, the expected number of site trips is lower than the ITE rates.

Since there is no available data to base lower volumes on, the ITE manual rates were utilized. Based on ITE rates, the estimated total project volumes are summarized in **Table 1**. The total number of vehicles (entering plus exiting) the site on a weekday is estimated to be 891 vehicles. The total number of vehicles during the AM peak hour is 111 vehicles and during the PM peak hour is 93 vehicles. Additionally, due to the development type, no pass-by reductions or internal capture reductions were included in the traffic analysis.

Table 1: Proposed Site Trip Generation

Land Use (ITE Code)	Units	Daily Trips	AM Peak Hour			PM Peak Hour		
		Two-Way Total	Enter	Exit	Total	Enter	Exit	Total
Data Center (160)	900,000 SF	891	61	50	111	28	65	93
Total Driveway Trips		891	61	50	111	28	65	93

Figure 1 below illustrates the proposed development project trips on the area roadways based on the ITE manual rates in Table 1. This memorandum provides an estimate of traffic volumes for the site. The actual traffic volumes may vary.

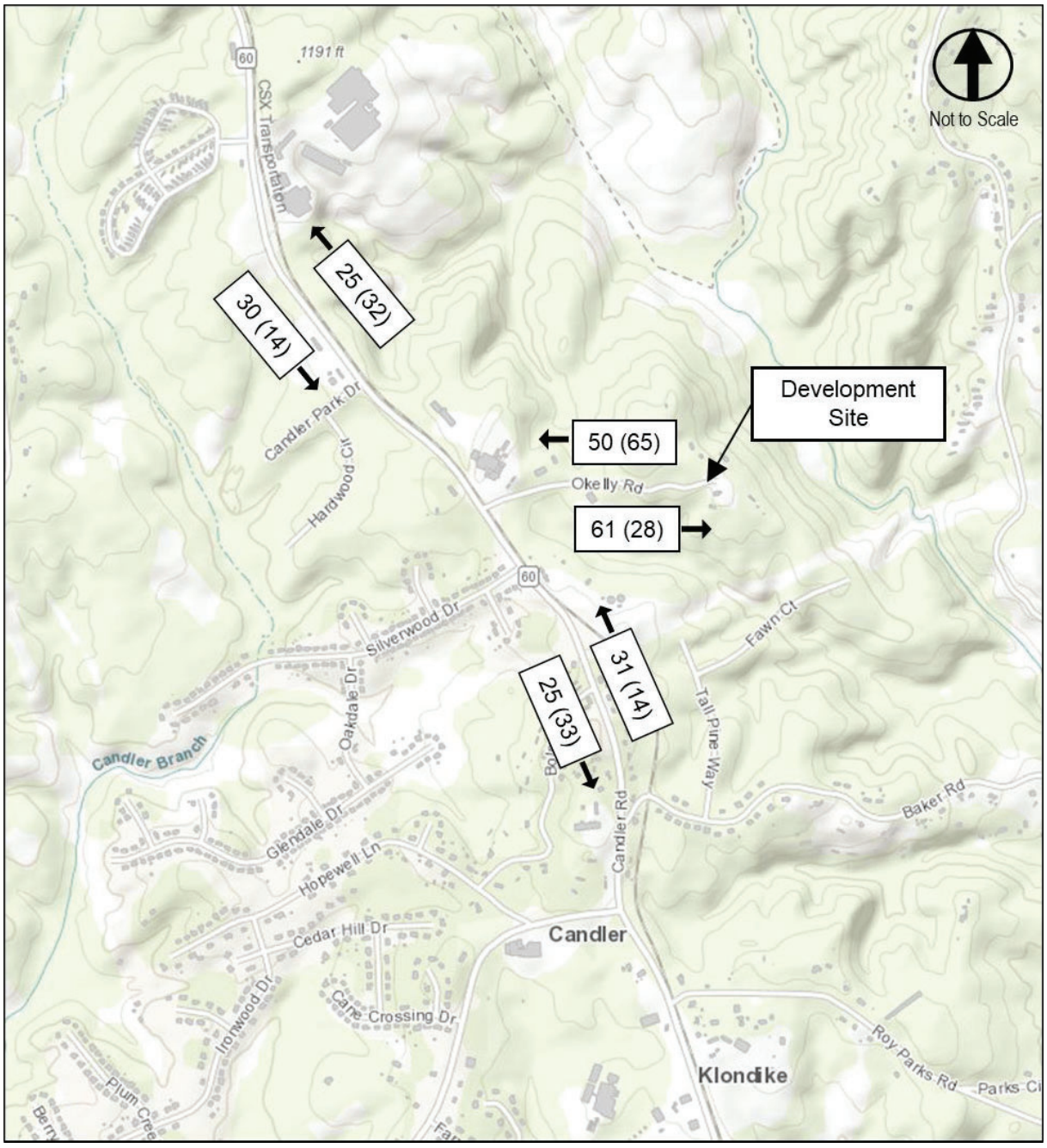

Figure 1: Estimated project trips on area roadways based on ITE Manual Rates

2400 O'Kelly Road Development

Traffic Impact Study

Prepared for:
Project Turbo, LLC

Prepared by:
KCI Technologies Inc.
2160 Satellite Boulevard, Suite 130
Duluth, GA 30097
www.kci.com
678.990.6200

September 2025



2400 O'Kelly Road Development

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September 2025

GEORGIA
REGISTERED
No. 030653
PROFESSIONAL
ENGINEER
ANDREW J. ANTWEILER

9/2/2025



Executive Summary

The purpose of this study is to evaluate the potential traffic impacts of the proposed 2400 O'Kelly Road development along O'Kelly Road in Hall County. Based on the overall site plan, the development will include up to a 900,000 square foot data center separated into three buildings. The concept plan (see Appendix B) for the development illustrates the conditions in the study area, including the proposed development and the proposed site driveway located at the end of O'Kelly Road.

The project driveway volumes were calculated based on the Institute of Transportation Engineers' (ITE) Trip Generation Manual, Twelfth Edition. The most applicable ITE land use (LU) codes is LU 160 (Data Center). In August ITE published the newest update, which included revisions to the LU 160 data. The new trip rates are based on 16 sites (daily), 20 sites (AM), and 19 sites (PM). The sites were surveyed in the 2010s and 2020s. The estimated total project volumes are 567 vehicles per day (284 entering and 283 exiting), 55 vehicles during the AM peak hour (39 entering and 16 exiting) and 45 vehicles during the PM peak hour (9 entering and 36 exiting).

The revised ITE estimated development volumes may still represent a conservatively high estimate of project traffic compared to the actual anticipated traffic volumes. The site will generate trips from employees managing the data centers with limited additional trips. Information from the client indicates the development is expected to employ 100 employees in shifts over a 24-hour period. Therefore, the expected number of site trips may be lower than the ITE rates.

The traffic impact study network consisted of one intersection that provides access to the development. The study intersection was SR 60 at O'Kelly Road. For the purposes of the traffic study, the analysis included the expected completion (build-out) of the development by year 2032. This study performed an analysis of existing traffic conditions and future traffic conditions. The future conditions analysis was performed for the year 2032 No-Build Conditions and the year 2032 Build Conditions.

Capacity Results

The results of the traffic analysis indicate the study intersection is currently operating at acceptable levels of service LOS C during the AM peak hour and LOS B during the PM peak hour. In the future year 2032, the no-build conditions indicated the intersection will continue to operate at acceptable levels of service D during the AM peak hour and LOS B during the PM peak hour. In the future year 2032, the build conditions (with the proposed 2400 O'Kelly Road development) indicated the intersection will continue to operate at acceptable levels of service D during the AM peak hour and LOS E during the PM peak hour. It is not uncommon for side-street stop control approaches to have high average vehicle delay due to high through volumes along the main road. Vehicles will have to wait to find gaps in traffic before entering SR 60 during the PM peak hour.

Recommendations

Recommendations for access for the proposed development are based on existing conditions, the proposed development use, and expected traffic volumes. Access to the development is proposed at one site driveway located at the end of O'Kelly Road. Based on the traffic analysis at the study intersection of SR 60 at O'Kelly Road, the current lane configuration and side-street stop control is expected to be sufficient to accommodate the proposed development traffic volumes.

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Figure 5 – Future Build (Year 2032) Conditions

B: Concept Plan

C: Traffic Count Data

D: GDOT Traffic Data

E: Intersection Volume Development

F: Capacity Analysis Reports

1. Existing Conditions

1.1 Site Conditions

The proposed development is located on undeveloped property. **Figure 1** provides a general location map. **Figure 2** is an aerial that shows the site location and the proposed site driveway (Figures included in Appendix A). Access to the property is proposed to be provided at one location at the end of O'Kelly Road (The concept plan is included in Appendix B). Nearby land uses are general industrial.

1.2 Roadway Conditions

SR 60 is a two-lane roadway with a 45 mph posted speed limit. Horizontal and vertical curvature is common throughout its entire length. SR 60 is a north-south oriented roadway. GDOT classifies SR 60 as a minor arterial roadway. A railroad follows SR 60 along the east side of the roadway with a significant ditch for stormwater management in between the roadway and the railroad.

O'Kelly Road is a two-lane roadway, with a 25 mph posted speed limit. O'Kelly Road is an east-west oriented roadway with a west approach. GDOT classifies O'Kelly Road as a local roadway and acts as a driveway entrance for Ampro Productions. The roadway has mostly grassed shoulders on both sides.

The study intersection, SR 60 at O'Kelly Road, is a side-street stop-controlled with a single lane per approach. SR 60 is considered the main roadway within the study area, while O'Kelly Road is considered the side-street. **Figure 3** provides field images of the intersection conditions (Figure included in Appendix A).

1.3 Traffic Volumes

Traffic counts were collected on Wednesday, August 20, 2025, for use in the traffic analysis. Hall County public schools were in session. The traffic data collected included intersection turning movement counts at the following locations during the 7-9AM and 4-6PM peak periods.

1. SR 60 at O'Kelly Road

Historical traffic volume data available from the GDOT TADA source were utilized to inform the annual growth factor. The location is indicated in Appendix D. The locations are:

- GDOT Count Station #139-0303 located on SR 60, north of O'Kelly Road.
- GDOT Count Station #139-0301 located on SR 60, south of O'Kelly Road.

1.4 Crash Review

Crash history was reviewed for the investigation of possible intersection adaptations. From January 1, 2014 to December 31, 2024, two crashes occurred within the intersection. A semi-truck turning left onto O'Kelly Rd with oncoming traffic caused crash #1 with a rear end of two cars traveling northbound. Crash #2 occurred from a car slowing down to make a left onto O'Kelly Rd and the second car failing to stop causing a rear end crash. Both crashes within this intersection were caused by behavioral issues of drivers following too closely; therefore, the crash data does not support a change within the intersection.

2. Future Conditions

2.1 Future No-Build Traffic Volumes

Future No-Build traffic volumes were developed by reviewing the historical traffic volumes roadways within the vicinity of the project and historic population growth in the county. Two nearby GDOT count stations were evaluated to determine a growth rate. The annual historic compound growth rate at the GDOT count stations averaged 3.31% per year. Hall County's population growth rate was most recently reported as 2.0% per year in 2020. The Governor's Office of Planning and Budget developed population projections which indicated an estimated growth of 1.05% per year by 2032 in Hall County.

Considering this data, a 2.0% per year growth rate to account for background traffic volume growth was used in the traffic study. For the purposes of this study the proposed development is expected to be completed and opened by 2032. A 2.0% per year growth rate was applied to the 2025 existing volumes to calculate year 2032 No-Build traffic volumes. The 2032 No-Build traffic volumes are indicated in the Intersection Volume Development tables included in the Appendix E.

2.2 Future Roadway Conditions

A review of Georgia DOT and Hall County planned and programmed transportation projects was performed. One planned roadway project was located near the development site. Per the Gainesville-Hall MPO, a roadway widening project is planned for long-term (year 2055+) along SR 60, from CR 711/Lee Land Road to I-985. The roadway project limits are north of the study intersection at O'Kelly Road.

3. Proposed Development Traffic

Project traffic was calculated for the proposed development. Project traffic is defined as the vehicular trips expected to be generated by the development and distributed over the roadway network.

3.1 Trip Generation

The project driveway volumes were calculated based on the Institute of Transportation Engineers' (ITE) Trip Generation Manual, Twelfth Edition. The development proposes a total of 900,000 square feet of buildings for data center use. The most applicable ITE land use (LU) codes is LU 160 (Data Center). Due to the development type, pass-by reductions and internal capture reductions were not included for the traffic analysis. **Table 1** below summarizes the trips expected daily, during the AM peak hour and during the PM peak hour for the development.

Table 1: Proposed Site Trip Generation

Land Use (ITE Code)	Units	Daily Trips	AM Peak Hour			PM Peak Hour		
		Two-Way Total	Enter	Exit	Total	Enter	Exit	Total
Data Center (160)	900,000 SF	567	39	16	55	9	36	45
Total Driveway Trips		567	39	16	55	9	36	45

In August ITE published the newest update, which included revisions to the LU 160 data. The new trip rates are based on 16 sites (daily), 20 sites (AM), and 19 sites (PM). The sites were surveyed in the 2010s and 2020s. The revised ITE estimated development volumes may still represent a conservatively high estimate of project traffic compared to the actual anticipated traffic volumes. The site will generate trips from employees managing the data centers with limited additional trips. Information from the client indicates the development is expected to employ 100 employees in shifts over a 24-hour period. Therefore, the expected number of site trips may be lower than the ITE rates.

3.2 Trip Distribution and Assignment

An overall trip distribution and assignment of project trips was based on existing traffic patterns and a review of land uses and the street network in the area. This information was used to apply the project traffic volumes at the study intersection with development driveway.

The directional distribution for the proposed development is estimated to be:

- Residential use:
  - 50% to/from the south along SR 60
  - 50% to/from the north along SR 60

3.3 Future Build Traffic Volumes

The 2032 future Build traffic volumes were calculated by adding the proposed development traffic volumes to the projected year 2032 No-Build traffic volumes. **Figure 5** (in Appendix A) illustrates the year 2032 Build traffic volumes.

4. Capacity Analysis

Capacity analysis was performed at the study intersections for the weekday AM and PM peak hours. Intersection Level of Service (LOS) was calculated based on the methodologies contained in the Highway Capacity Manual, 7th Edition. The Synchro Studio software, which utilizes the HCM 7th Edition methodology, was utilized to perform the analyses.

Capacity is defined as the maximum number of vehicles that can pass over a particular road segment or through a particular intersection within a specified period under prevailing roadway, traffic, and control conditions. Level of service (LOS) is used to describe the operating characteristics of a road segment or intersection in relation to its capacity. LOS is defined as a qualitative measure that describes operational conditions and motorist's perceptions. The Highway Capacity Manual defines six levels of service, LOS A through LOS F. Level of service A indicates excellent operations with little delay to motorists, while level of service F indicates extremely long delay.

Level of service for unsignalized intersections is calculated for the average control delay incurred for vehicles on the stop control approach, compared to the average control delay per vehicle for all approaches at a signalized intersection. Control delay for vehicles include initial deceleration delay, queue move-up time, stopped delay, and final acceleration delay. **Table 2** below indicates the relationship between delay and LOS for signalized and unsignalized intersections, respectively. Level-of-service "E" is typically considered to be the limit of acceptable delay.

Several factors affect the controlled delay for unsignalized intersections, including the availability of gaps in the cross-street traffic, and acceptable gap time to make the movement from the stop position. For stop-control intersections, LOS E and F exist when there are insufficient gaps in traffic, resulting in long delays. Low level of service for stop-control approaches are not uncommon at major cross-streets.

Table 2: Level of Service Criteria

Level of Service	Average Control Delay Per Vehicle (sec)	
	Signalized Intersection	Unsignalized Intersection
A	≤10	≤10
B	>10 and ≤20	>10 and ≤15
C	>20 and ≤35	>15 and ≤25
D	>35 and ≤55	>25 and ≤35
E	>55 and ≤80	>35 and ≤50
F	>80	>50

4.1 Existing Conditions Capacity Analysis

Capacity analysis was performed for the year 2025 traffic volumes and the existing roadway conditions. The existing traffic conditions are illustrated in **Figure 4**. **Table 3** summarizes the results of the capacity analysis.

Table 3: Existing Year (2025) Level of Service

Intersection	Intersection Control	Approach	AM Peak Hour LOS (Delay*)	PM Peak Hour LOS (Delay*)
SR 60 at O'Kelly Rd	Stop-control	WB	C (22)	B (12)

**Average vehicle delay in seconds*

The study intersections are currently operating at an acceptable level of service during both the AM and PM peak hours.

4.2 Future No-Build Conditions Capacity Analysis

Capacity analysis was performed for the year 2032 Future Conditions and includes the No-Build traffic and the existing roadway conditions. **Table 4** summarizes the results of the capacity analysis for the Future No-Build Conditions.

Table 4: Future Year (2032) No-Build Level of Service

Intersection	Intersection Control	Approach	AM Peak Hour LOS (Delay*)	PM Peak Hour LOS (Delay*)
SR 60 at O'Kelly Rd	Stop-Control	WB	D (27)	B (12)

**Average vehicle delay in seconds*

By the 2032 Future No-Build Conditions, the study intersection is expected to continue operating acceptably.

4.3 Future Build Conditions Capacity Analysis

Capacity analysis was performed for the year 2032 Future Conditions and includes the No-Build traffic volumes plus the proposed development volumes. The Build traffic conditions and volumes are illustrated in **Figure 5**. **Table 5** summarizes the results of the capacity analysis.

Table 5: Future Year (2032) Build Level of Service				
Intersection	Intersection Control	Approach	AM Peak Hour LOS (Delay*)	PM Peak Hour LOS (Delay*)
SR 60 at O'Kelly Rd	Stop-control	WB	D (29)	E (45)

**Average vehicle delay in seconds*

By the 2032 Future Build Conditions, the study intersection is expected to operate at an acceptable level of service during the AM peak hour and PM peak hours. It is not uncommon for side-street stop control approaches to have high average vehicle delay due to high through volumes along the main road. Vehicles will have to wait to find gaps in traffic before entering SR 60.

4.4 Turn Lane Analysis at Study Intersection

Hall County follows Georgia DOT guidelines regarding turn lanes at development site driveways. Although the study intersection is not the site driveway, the Georgia DOT Driveway and Encroachment Control Manual was reviewed for the study intersection of SR 60 at O'Kelly Road. The GDOT driveway manual, Section 4I, Auxiliary Turn Lanes, provides minimum volumes requiring right-turn or left-turn deceleration lanes. The year 2032 Build traffic volumes were compared to the Georgia DOT driveway requirements for right-turn and left-turn deceleration lanes. The average daily traffic volume along SR 60 is greater than 6,000 according to GDOT's historical count station TADA data.

Right-Turn Deceleration Lane Criteria

Based on the 45 mph speed limit, two-lane roadway, and greater than 6,000 ADT (Average Daily Traffic) on SR 60, Table 4-6 indicates a dedicated right-turn lane is required if there are at least 150 vehicles turning right into the site within a day. The estimated daily northbound right-turn volume entering O'Kelly Rd is the following:

- O'Kelly Rd: 284 daily entering trips x 50% distribution = 142 daily right-turning trips

Based on the expected trip distribution and assignment, the intersection does not meet the GDOT criteria to install a left-turn lane at the proposed driveway.

Left-Turn Lane Criteria

Based on the 45 mph speed limit, two-lane roadway, and more than 6,000 ADT on SR 60, Table 4-7a indicates a dedicated left-turn lane is required if there are at least 250 vehicles turning left into the site within a day. The estimated daily southbound left-turn volume entering O'Kelly Rd is the following:

- O'Kelly Rd: 284 daily entering trips x 50% distribution = 142 daily right-turning trips

Based on the expected trip distribution and assignment, the intersection does not meet the GDOT criteria to install a left-turn lane at the proposed driveway.

5. Recommendations

Recommendations for access for the proposed development are based on existing conditions, the proposed development use, and expected traffic volumes. Access to the development is proposed at one site driveway located at the end of O'Kelly Road.

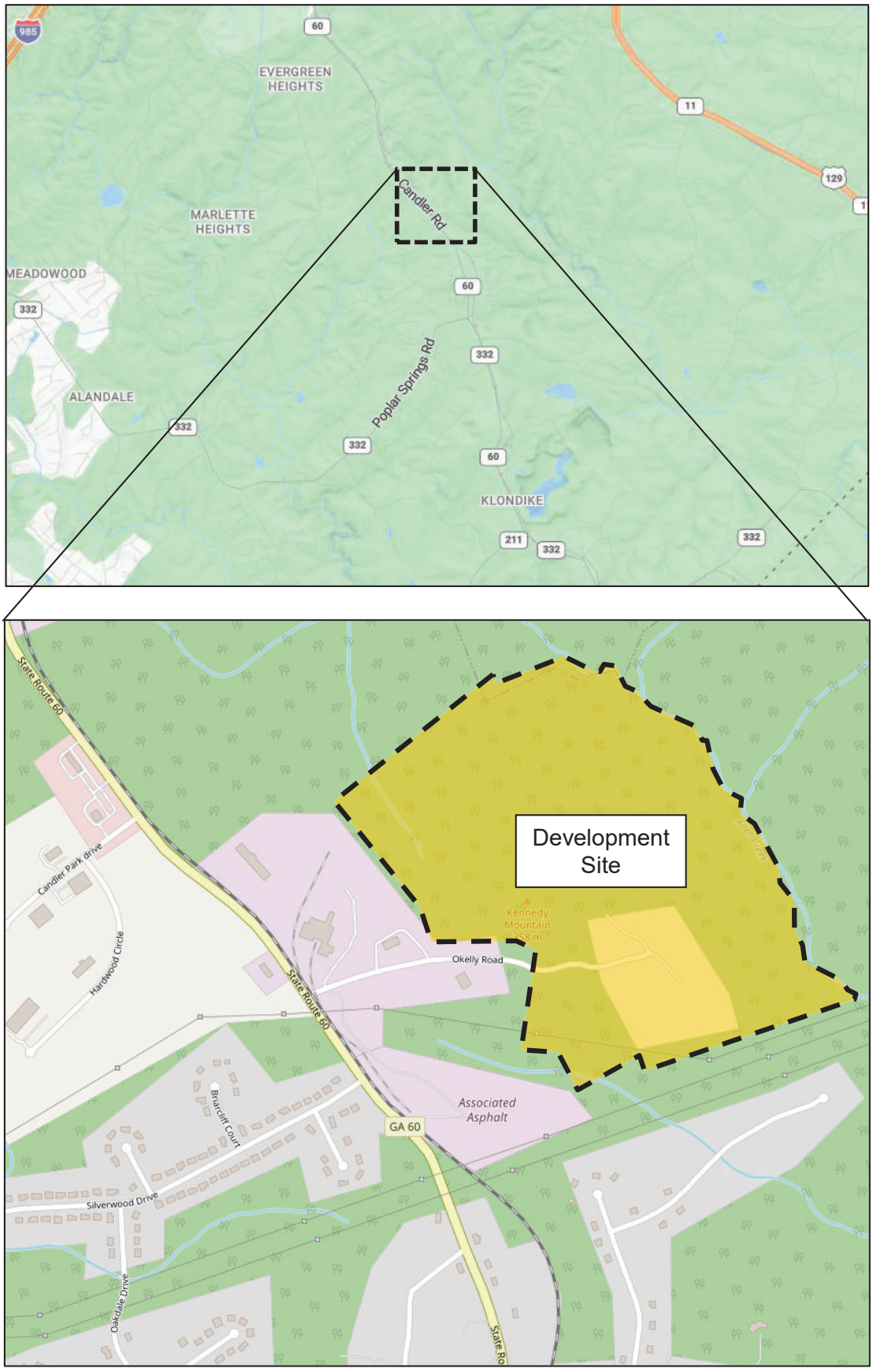
Based on the traffic analysis at the study intersection of SR 60 at O'Kelly Road, the current lane configuration and side-street stop control is expected to be sufficient to accommodate the proposed development traffic volumes.

Appendices

- Appendix A
  - Figures
- Appendix B
  - Concept Plan
- Appendix C
  - Traffic Count Data
- Appendix D
  - GDOT Traffic Data
- Appendix E
  - Intersection Volume Development
- Appendix F
  - Capacity Analysis Reports

Appendix A

Figures



Not to Scale

KCI TECHNOLOGIES	**Traffic Impact Study 2400 O'Kelly Road Hall County, Georgia**	**Location Map**	**Figure 1**

Legend:
Study Intersection



Not to Scale

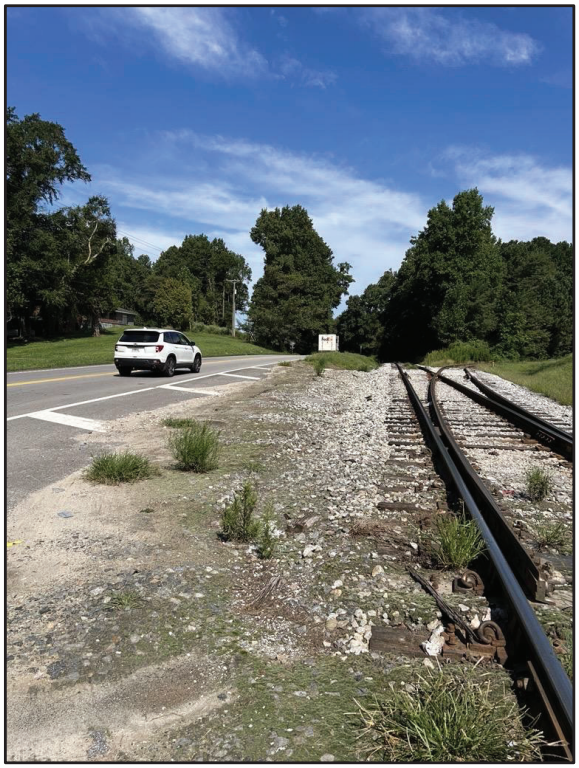
KCI TECHNOLOGIES

Traffic Impact Study
2400 O'Kelly Road
Hall County, Georgia

Aerial & Access Locations

Figure 2

SR 60 North Approach



SR 60 South Approach



O'Kelly Rd East Approach



Field Visit Notes:

- Railroad located on east side of SR 60
- Minor hump on O'Kelly Rd at railroad crossing however does not impede traffic flow

Not to Scale

KCI TECHNOLOGIES	**Traffic Impact Study 2400 O'Kelly Road Hall County, Georgia**	**Existing Site Conditions**	**Figure 3**

LEGEND:

- ← Existing Roadway Laneage
- XX AM Peak Hour Traffic Volumes
- (XX) PM Peak Hour Traffic Volumes



Not to Scale

KCI TECHNOLOGIES

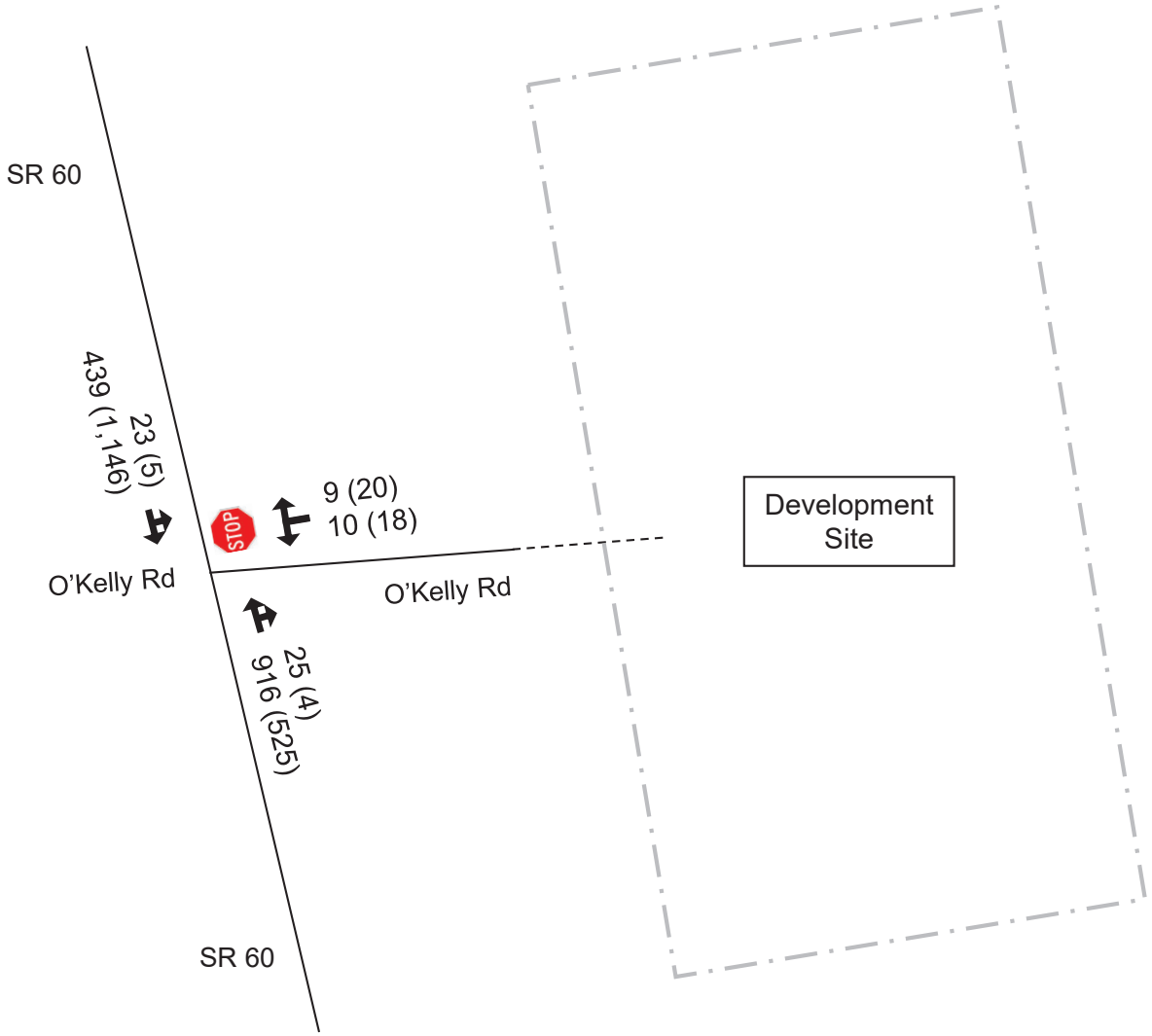
Traffic Impact Study
2400 O'Kelly Road
Hall County, Georgia

Existing Traffic Conditions

Figure 4

LEGEND:

- ← Existing Roadway Laneage
- XX AM Peak Hour Traffic Volumes
- (XX) PM Peak Hour Traffic Volumes



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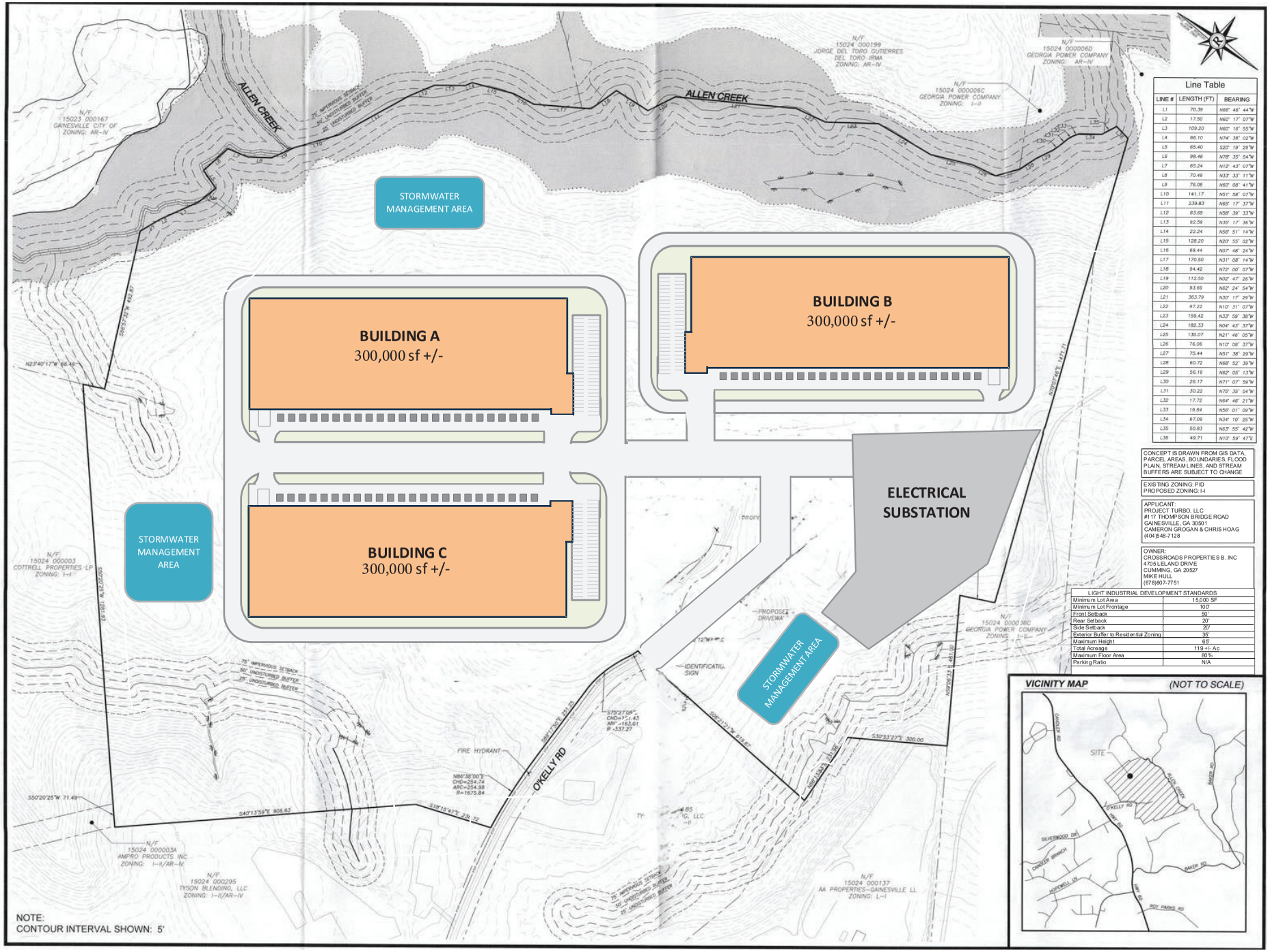
Traffic Impact Study
2400 O'Kelly Road
Hall County, Georgia

Future Build (Year 2032) Conditions

Figure 5

Appendix B

Concept Plan



Line Table		
LINE #	LENGTH (FT)	BEARING
L1	70.39	N66° 46' 44"W
L2	17.50	N60° 17' 07"W
L3	109.20	N60° 16' 55"W
L4	66.10	N74° 38' 02"W
L5	65.40	S20° 19' 29"W
L6	98.46	N78° 35' 54"W
L7	65.24	N12° 43' 07"W
L8	70.49	N33° 33' 11"W
L9	76.08	N60° 08' 41"W
L10	141.17	N51° 58' 07"W
L11	239.83	N65° 17' 37"W
L12	83.69	N58° 39' 33"W
L13	92.59	N35° 17' 36"W
L14	22.24	N58° 51' 14"W
L15	128.20	N20° 55' 02"W
L16	69.44	N07° 48' 24"W
L17	170.50	N31° 08' 14"W
L18	94.42	N72° 00' 07"W
L19	112.50	N02° 47' 26"W
L20	93.69	N62° 24' 54"W
L21	363.79	N30° 17' 29"W
L22	97.22	N10° 31' 07"W
L23	159.42	N33° 59' 38"W
L24	182.33	N04° 43' 37"W
L25	130.07	N21° 46' 05"W
L26	76.06	N10° 08' 37"W
L27	75.44	N51° 38' 29"W
L28	60.72	N68° 52' 39"W
L29	56.16	N62° 05' 13"W
L30	26.17	N71° 07' 59"W
L31	30.22	N75° 35' 04"W
L32	17.72	N64° 46' 21"W
L33	19.84	N56° 01' 09"W
L34	67.09	N34° 10' 25"W
L35	50.83	N63° 55' 42"W
L36	49.71	N10° 59' 47"E

CONCEPT IS DRAWN FROM GIS DATA. PARCEL AREAS, BOUNDARIES, FLOOD PLAIN, STREAM LINES, AND STREAM BUFFERS ARE SUBJECT TO CHANGE

EXISTING ZONING: PID
PROPOSED ZONING: I-I

APPLICANT:
PROJECT TURBO, LLC
#117 THOMPSON BRIDGE ROAD
GAINESVILLE, GA 30501
CAMERON GROGAN & CHRIS HOAG
(404)548-7128

OWNER:
CROSSROADS PROPERTIES B, INC
4705 LELAND DRIVE
CUMMING, GA 20527
MIKE HULL
(678)807-7751

LIGHT INDUSTRIAL DEVELOPMENT STANDARDS	
Minimum Lot Area	15,000 SF
Minimum Lot Frontage	100'
Front Setback	50'
Rear Setback	20'
Side Setback	20'
Exterior Buffer to Residential Zoning	35'
Maximum Height	65'
Total Acreage	119 +/- Ac
Maximum Floor Area	80%
Parking Ratio	N/A

VICINITY MAP (NOT TO SCALE)

Appendix C

Traffic Count Data

Peak Hour Turning Movement Count

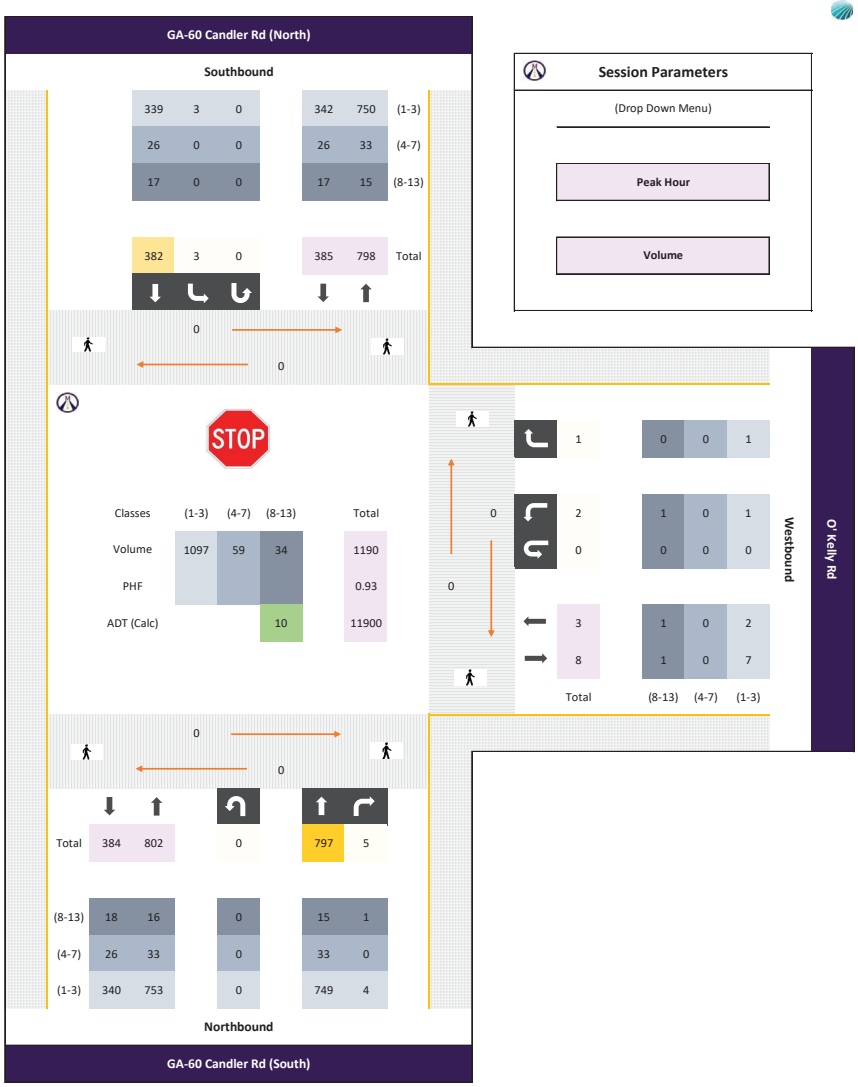
Hall County, GA

Click here for Map

Marr Traffic DATA COLLECTION
www.marrtraffic.com

Wednesday, August 20, 2025		
	Fair	79°F
Period	0700 - 0900	APPLY
Peak Hour	0700 - 0800	APPLY
Global PH	0700 - 0800	APPLY

* the Peak Hour Diagram does not include bicycles



Peak Hour Turning Movement Count

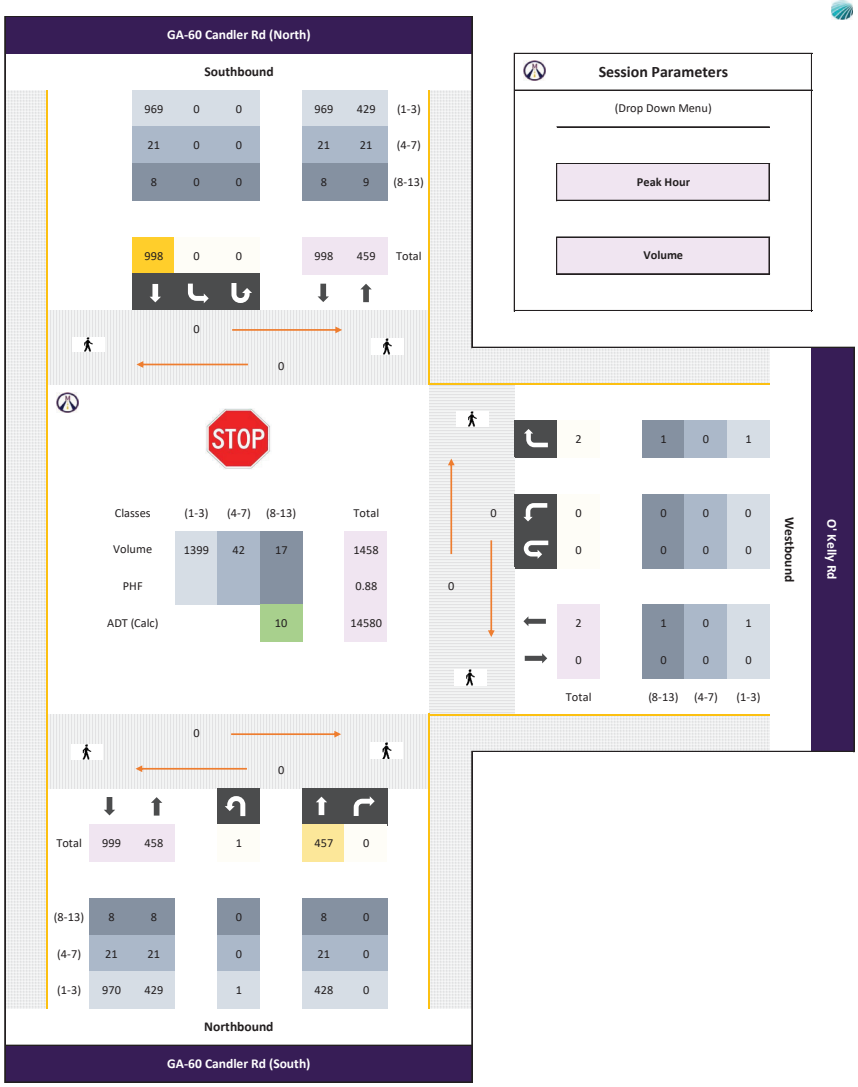
Hall County, GA

Marr Traffic DATA COLLECTION
www.marrtraffic.com

Click here for Map

Wednesday, August 20, 2025		
Fair		79°F
Period	1600 - 1800	APPLY
Peak Hour	1700 - 1800	APPLY
Global PH	1700 - 1800	APPLY

* the Peak Hour Diagram does not include bicycles

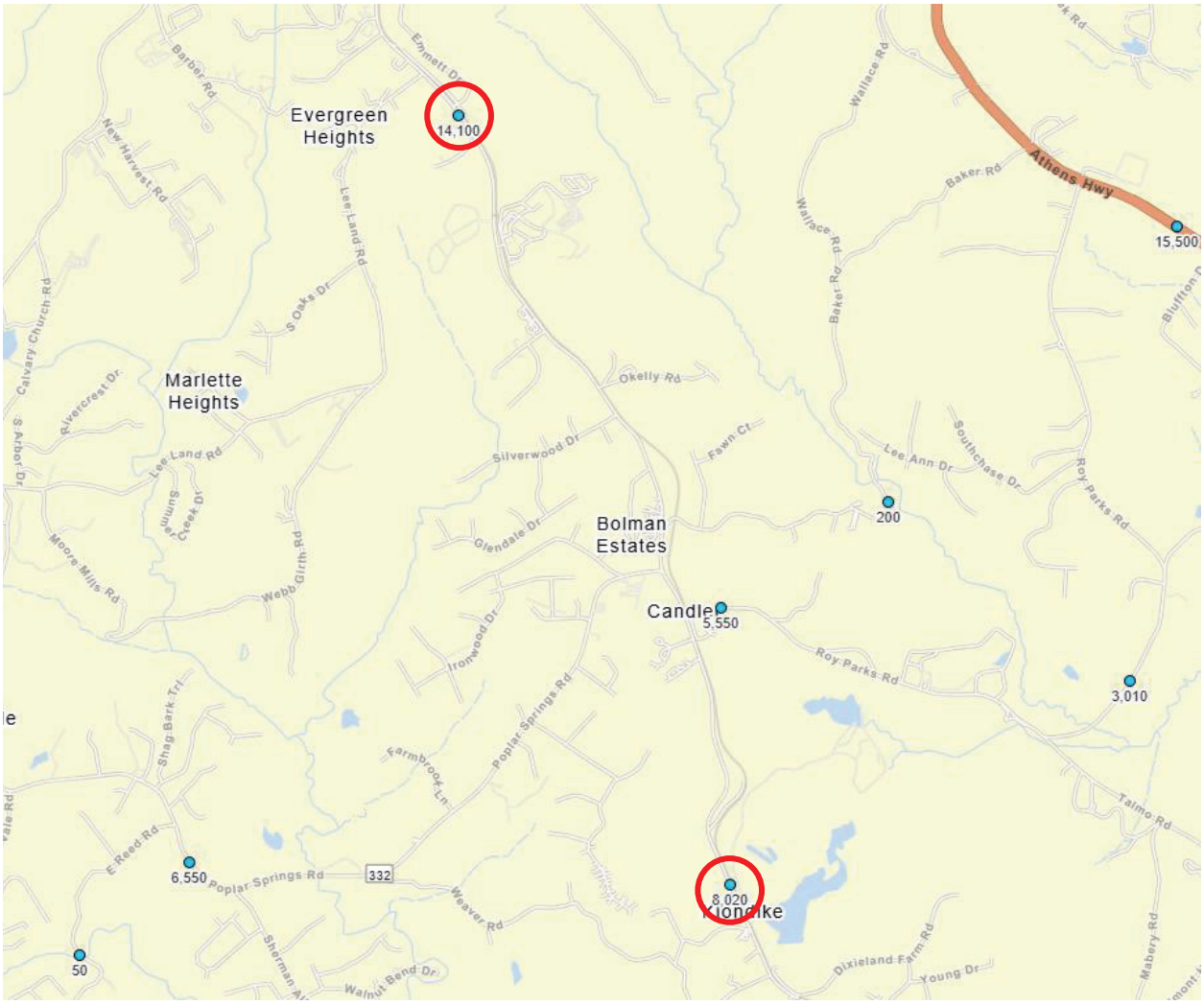


Start Date: 8/20/2025		Eastbound			O' Kelly Rd Westbound			GA-60 Candler Rd (South) Northbound			GA-60 Candler Rd (North) Southbound			
Time	**EBL**	**EBT**	**EBR**	**WBL**	**WBT**	**WBR**	**NBL**	**NBT**	**NBR**	**SBL**	**SBT**	**SBR**	**Total**
15 Minute Totals													
12:00 AM - 12:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
12:15 AM - 12:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
12:30 AM - 12:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
12:45 AM - 01:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00 AM - 01:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
01:15 AM - 01:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
01:30 AM - 01:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
01:45 AM - 02:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00 AM - 02:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
02:15 AM - 02:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
02:30 AM - 02:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
02:45 AM - 03:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00 AM - 03:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
03:15 AM - 03:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
03:30 AM - 03:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
03:45 AM - 04:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00 AM - 04:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
04:15 AM - 04:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
04:30 AM - 04:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
04:45 AM - 05:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
05:00 AM - 05:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
05:15 AM - 05:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
05:30 AM - 05:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
05:45 AM - 06:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
06:00 AM - 06:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
06:15 AM - 06:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
06:30 AM - 06:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
06:45 AM - 07:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
07:00 AM - 07:15 AM	0	0	0	1	0	1	0	182	1	1	96	0	282
07:15 AM - 07:30 AM	0	0	0	0	0	0	0	199	1	0	98	0	298
07:30 AM - 07:45 AM	0	0	0	1	0	0	0	228	1	0	91	0	321
07:45 AM - 08:00 AM	0	0	0	0	0	0	0	188	2	2	97	0	289
08:00 AM - 08:15 AM	0	0	0	0	0	0	0	161	0	3	85	0	249
08:15 AM - 08:30 AM	0	0	0	1	0	0	0	156	2	1	101	0	261
08:30 AM - 08:45 AM	0	0	0	1	0	0	0	156	1	0	76	0	234
08:45 AM - 09:00 AM	0	0	0	1	0	1	0	117	1	1	87	0	208
09:00 AM - 09:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
09:15 AM - 09:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
09:30 AM - 09:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
09:45 AM - 10:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00 AM - 10:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
10:15 AM - 10:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
10:30 AM - 10:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
10:45 AM - 11:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00 AM - 11:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:15 AM - 11:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:30 AM - 11:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:45 AM - 12:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
12:00 PM - 12:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
12:15 PM - 12:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
12:30 PM - 12:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
12:45 PM - 01:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00 PM - 01:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
01:15 PM - 01:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
01:30 PM - 01:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
01:45 PM - 02:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00 PM - 02:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
02:15 PM - 02:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
02:30 PM - 02:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
02:45 PM - 03:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00 PM - 03:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
03:15 PM - 03:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
03:30 PM - 03:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
03:45 PM - 04:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00 PM - 04:15 PM	0	0	0	1	0	2	0	79	0	0	191	0	273
04:15 PM - 04:30 PM	0	0	0	0	0	2	0	114	0	1	208	0	325
04:30 PM - 04:45 PM	0	0	0	0	0	1	0	115	0	0	216	0	332
04:45 PM - 05:00 PM	0	0	0	1	0	0	0	77	0	0	221	0	299
05:00 PM - 05:15 PM	0	0	0	0	0	2	0	98	0	0	285	0	385
05:15 PM - 05:30 PM	0	0	0	0	0	0	0	128	0	0	287	0	415
05:30 PM - 05:45 PM	0	0	0	0	0	0	0	107	0	0	220	0	327
05:45 PM - 06:00 PM	0	0	0	0	0	0	0	124	0	0	206	0	330
06:00 PM - 06:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
06:15 PM - 06:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
06:30 PM - 06:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
06:45 PM - 07:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
07:00 PM - 07:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
07:15 PM - 07:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
07:30 PM - 07:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
07:45 PM - 08:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
08:00 PM - 08:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
08:15 PM - 08:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
08:30 PM - 08:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
08:45 PM - 09:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
09:00 PM - 09:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
09:15 PM - 09:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
09:30 PM - 09:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
09:45 PM - 10:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00 PM - 10:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
10:15 PM - 10:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
10:30 PM - 10:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
10:45 PM - 11:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00 PM - 11:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:15 PM - 11:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:30 PM - 11:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:45 PM - 12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0

Appendix D

GDOT Traffic Data

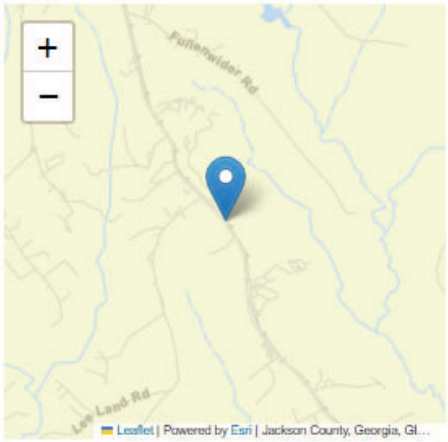
Location Map of GDOT Count Stations



0000139_0303 - 139-0303 - CRY 075500 R

County: Hall
Route number: 00006000
LRS section: 1391006000
Functional class: 4U - Minor Arterial (Urban)
Coordinates: 34.2388542921556, -83.7967603300136

Site Data



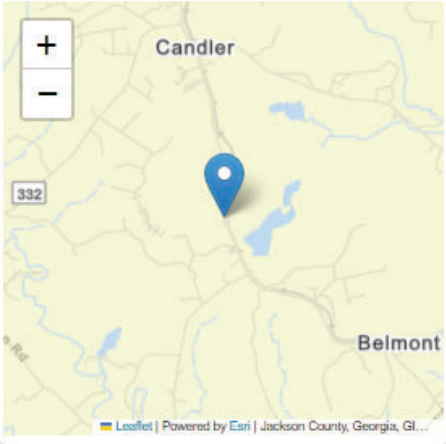
Count History

Year	Month	Count type	Duration	Count	ADT
2025	April	Class	48 hours	32,693	16,346
2021	July	Class	48 hours	28,902	14,451
2019	January	Class	48 hours	25,716	12,858
2015	June	Class	48 hours	22,637	11,318
2011	September	Class	48 hours	20,415	10,208
2010	January	Class	48 hours	18,319	9,160

0000139_0301 - 139-0301 - CRT 067100 L

County: Hall
Route number: 00006000
LRS section: 1391006000
Functional class: 5U - Major Collector (Urban)
Coordinates: 34.19701991, -83.77895191

Site Data



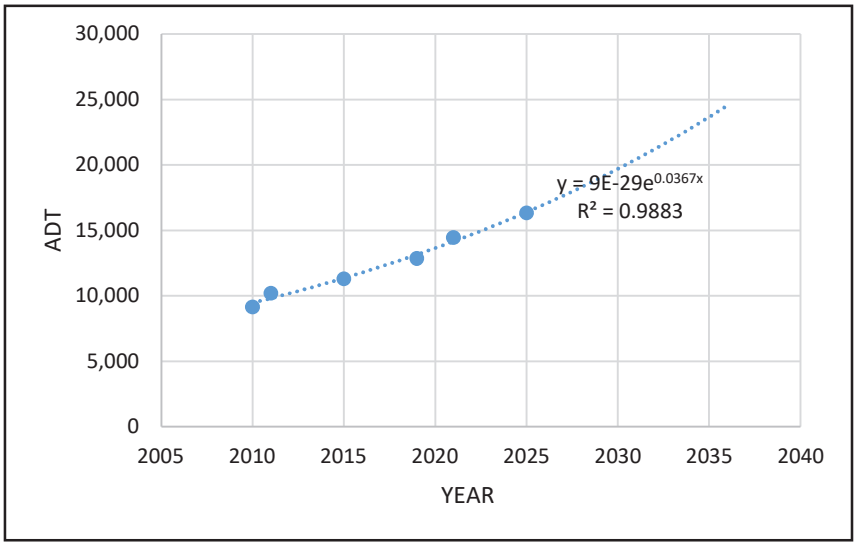
Count History

Year	Month	Count type	Duration	Count	ADT
2025	April	Class	48 hours	19,035	9,518
2022	April	Volume	48 hours	17,434	8,717
2019	December	Volume	48 hours	15,411	7,706
2018	May	Class	48 hours	13,263	6,632
2016	July	Volume	48 hours	11,164	5,582
2014	April	Volume	48 hours	11,480	5,740
2012	January	Volume	48 hours	9,102	4,551

Count Station: GDOT #139-0303
Street: SR 60
Location: North of O'kelly Rd
Source: GDOT

YEAR	ADT	TREND
2010	9,160	9500
2011	10,208	9800
2012		10200
2013		10600
2014		10900
2015	11,318	11400
2016		11800
2017		12200
2018		12700
2019	12,858	13200
2020		13600
2021	14,451	14200
2022		14700
2023		15200
2024		15800
2025	16,346	16400
2026		17000
2027		17600
2028		18300
2029		19000
2030		19700
2031		20400
2032		21200
2033		22000
2034		22800
2035		23700
2036		24600

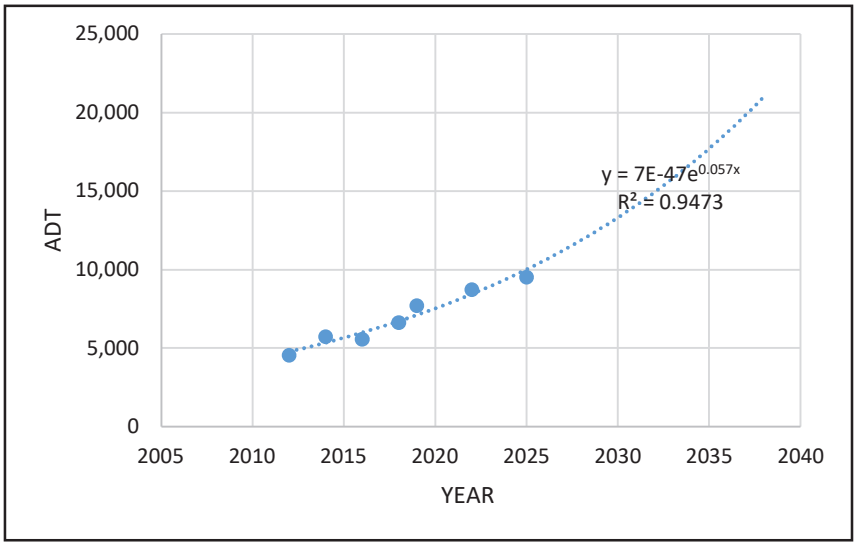
16-Years of Count Data
Trend Annual Historic Compound Growth Rate
3.73%



Count Station: GDOT #139-0301
Street: SR 60
Location: South of O'kelly Rd
Source: GDOT

YEAR	ADT	TREND
2012	4,551	4800
2013		5100
2014	5,740	5300
2015		5700
2016	5,582	6000
2017		6300
2018	6,632	6700
2019	7,706	7100
2020		7500
2021		8000
2022	8,717	8400
2023		8900
2024		9500
2025	9,518	10000
2026		10600
2027		11200
2028		11900
2029		12600
2030		13300
2031		14100
2032		14900
2033		15800
2034		16700
2035		17700
2036		18700
2037		19800
2038		21000

14-Years of Count Data
Trend Annual Historic Compound Growth Rate
5.91%



Appendix E

Intersection Volume Development

Traffic Impact Study
Project Turbo Traffic Impact Study
Intersection Traffic Volumes

Intersection: #1 - SR 60 and O'Kelly Rd

A.M. PEAK HOUR

Condition	SR 60 Northbound			SR 60 Southbound			n/a Eastbound			O'Kelly Rd Westbound		
	L	T	R	L	T	R	L	T	R	L	T	R
Existing Volumes (2025)	0	797	5	3	382	0	0	0	0	2	0	1
Annual Growth Rate	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
Growth Factor	1.149	1.149	1.149	1.149	1.149	1.149	1.149	1.149	1.149	1.149	1.149	1.149
No-Build Condition (2032)	0	916	6	3	439	0	0	0	0	2	0	1
Trip Distribution IN			50%	50%								
Trip Distribution OUT										50%		50%
Development Trips	0	0	19	20	0	0	0	0	0	8	0	8
Total Project Trips	0	0	19	20	0	0	0	0	0	8	0	8
Buildout Total (2032)	0	916	25	23	439	0	0	0	0	10	0	9

P.M. PEAK HOUR

Condition	SR 60 Northbound			SR 60 Southbound			n/a Eastbound			O'Kelly Rd Westbound		
	L	T	R	L	T	R	L	T	R	L	T	R
Existing Volumes (2025)	0	457	0	0	998	0	0	0	0	0	0	2
Annual Growth Rate	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
Growth Factor	1.149	1.149	1.149	1.149	1.149	1.149	1.149	1.149	1.149	1.149	1.149	1.149
No-Build Condition (2032)	0	525	0	0	1,146	0	0	0	0	0	0	2
Trip Distribution IN			50%	50%								
Trip Distribution OUT										50%		50%
Development Trips	0	0	4	5	0	0	0	0	0	18	0	18
Total Project Trips	0	0	4	5	0	0	0	0	0	18	0	18
Buildout Total (2032)	0	525	4	5	1,146	0	0	0	0	18	0	20

Appendix F

Capacity Analysis Reports

Existing Conditions – Year 2025

Intersection	
Int Delay, s/veh	0.1

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	2	1	797	5	3	382
Future Vol, veh/h	2	1	797	5	3	382
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	93	93	93	93	93	93
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	2	1	857	5	3	411

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1277	860	0	0	862	0
Stage 1	860	-	-	-	-	-
Stage 2	417	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	184	356	-	-	780	-
Stage 1	415	-	-	-	-	-
Stage 2	665	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	183	356	-	-	780	-
Mov Cap-2 Maneuver	183	-	-	-	-	-
Stage 1	415	-	-	-	-	-
Stage 2	661	-	-	-	-	-

Approach	WB	NB	SB
HCM Ctrl Dly, s/v	21.75	0	0.08
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	218	14	-
HCM Lane V/C Ratio	-	-	0.015	0.004	-
HCM Ctrl Dly (s/v)	-	-	21.8	9.6	0
HCM Lane LOS	-	-	C	A	A
HCM 95th %tile Q(veh)	-	-	0	0	-

Intersection	
Int Delay, s/veh	0

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	0	2	457	0	0	998
Future Vol, veh/h	0	2	457	0	0	998
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	2	519	0	0	1134

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1653	519	0	0	519	0
Stage 1	519	-	-	-	-	-
Stage 2	1134	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	108	557	-	-	1047	-
Stage 1	597	-	-	-	-	-
Stage 2	307	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	108	557	-	-	1047	-
Mov Cap-2 Maneuver	108	-	-	-	-	-
Stage 1	597	-	-	-	-	-
Stage 2	307	-	-	-	-	-

Approach	WB	NB	SB
HCM Ctrl Dly, s/v	11.49	0	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	557	1047	-
HCM Lane V/C Ratio	-	-	0.004	-	-
HCM Ctrl Dly (s/v)	-	-	11.5	0	-
HCM Lane LOS	-	-	B	A	-
HCM 95th %tile Q(veh)	-	-	0	0	-

Future No-Build Conditions – Year 2032

Intersection	
Int Delay, s/veh	0.1

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	2	1	916	6	3	439
Future Vol, veh/h	2	1	916	6	3	439
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	93	93	93	93	93	93
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	2	1	985	6	3	472

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1467	988	0	0	991	0
Stage 1	988	-	-	-	-	-
Stage 2	478	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	141	300	-	-	697	-
Stage 1	360	-	-	-	-	-
Stage 2	623	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	140	300	-	-	697	-
Mov Cap-2 Maneuver	140	-	-	-	-	-
Stage 1	360	-	-	-	-	-
Stage 2	619	-	-	-	-	-

Approach	WB	NB	SB
HCM Ctrl Dly, s/v	26.56	0	0.07
HCM LOS	D		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	170	12	-
HCM Lane V/C Ratio	-	-	0.019	0.005	-
HCM Ctrl Dly (s/v)	-	-	26.6	10.2	0
HCM Lane LOS	-	-	D	B	A
HCM 95th %tile Q(veh)	-	-	0.1	0	-

Intersection	
Int Delay, s/veh	0

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	0	2	525	0	0	1146
Future Vol, veh/h	0	2	525	0	0	1146
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	2	597	0	0	1302

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1899	597	0	0	597	0
Stage 1	597	-	-	-	-	-
Stage 2	1302	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	76	503	-	-	980	-
Stage 1	550	-	-	-	-	-
Stage 2	255	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	76	503	-	-	980	-
Mov Cap-2 Maneuver	76	-	-	-	-	-
Stage 1	550	-	-	-	-	-
Stage 2	255	-	-	-	-	-

Approach	WB	NB	SB
HCM Ctrl Dly, s/v	12.19	0	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	503	980	-
HCM Lane V/C Ratio	-	-	0.005	-	-
HCM Ctrl Dly (s/v)	-	-	12.2	0	-
HCM Lane LOS	-	-	B	A	-
HCM 95th %tile Q(veh)	-	-	0	0	-

Future Build Conditions – Year 2032

Intersection	
Int Delay, s/veh	0.6

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	10	9	916	25	23	439
Future Vol, veh/h	10	9	916	25	23	439
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	93	93	93	93	93	93
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	11	10	985	27	25	472

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1520	998	0	0	1012	0
Stage 1	998	-	-	-	-	-
Stage 2	522	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	131	296	-	-	685	-
Stage 1	356	-	-	-	-	-
Stage 2	596	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	124	296	-	-	685	-
Mov Cap-2 Maneuver	124	-	-	-	-	-
Stage 1	356	-	-	-	-	-
Stage 2	567	-	-	-	-	-

Approach	WB	NB	SB
HCM Ctrl Dly, s/v	28.84	0	0.52
HCM LOS	D		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	171	90	-
HCM Lane V/C Ratio	-	-	0.119	0.036	-
HCM Ctrl Dly (s/v)	-	-	28.8	10.5	0
HCM Lane LOS	-	-	D	B	A
HCM 95th %tile Q(veh)	-	-	0.4	0.1	-

Intersection	
Int Delay, s/veh	1

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	18	20	525	4	5	1146
Future Vol, veh/h	18	20	525	4	5	1146
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	20	23	597	5	6	1302

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1913	599	0	0	601	0
Stage 1	599	-	-	-	-	-
Stage 2	1314	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	75	502	-	-	976	-
Stage 1	549	-	-	-	-	-
Stage 2	251	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	73	502	-	-	976	-
Mov Cap-2 Maneuver	73	-	-	-	-	-
Stage 1	549	-	-	-	-	-
Stage 2	246	-	-	-	-	-

Approach	WB	NB	SB
HCM Ctrl Dly, s/v	44.64	0	0.04
HCM LOS	E		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	133	8	-
HCM Lane V/C Ratio	-	-	0.325	0.006	-
HCM Ctrl Dly (s/v)	-	-	44.6	8.7	0
HCM Lane LOS	-	-	E	A	A
HCM 95th %tile Q(veh)	-	-	1.3	0	-

Georgia Mountains Regional Commission

DRI Review Findings

TO: Katie Greenway, Planning and Zoning Administrator
Hall County Planning and Development
Other Interested Parties

FROM: Adam Hazell, AICP, Planning Director

DATE: September 15, 2025

SUBJECT: DRI Project Review, Hall County

PROJECT: **DRI-4522,** Project Turbo

The Georgia Mountains Regional Commission (GMRC) has completed the review of the project identified above. Based on comments received and staff analysis of this project, conducted in accordance with the Georgia Department of Community Affair's Procedures for the Review of Developments of Regional Impact, the GMRC finds that the proposed action does not present any potential adverse inter-jurisdictional impacts. Please note that this finding is advisory only and assumes the project will proceed as presented to the GMRC and will comply with all applicable local, State and federal rules and regulations.

Copies of the staff review, any comments from interested stakeholders and any recommendations have been included with this memo. They should be considered and addressed by the local government in its final determination and review/permitting procedures for the finding to remain as stated.

Georgia Mountains Regional Commission

DRI **# 4522,** Project Turbo

STATEMENT OF FINDING

Based on the information provided, comments received, a review of the local comprehensive plan and prevailing DRI review criteria, the GMRC staff analysis finds that this project does not present any potential adverse interjurisdictional impacts. The finding assumes the project will proceed as presented to the GMRC and only if the project complies with all applicable local, State and federal rules and regulations and if the following advisory comments and recommendations are considered and addressed.

Summary of Staff Review

- The proposed project is a light industrial development of approximately 900,000 sf divided across three buildings. The proposed use is for a datacenter/ technology hub, with some office space as required to manage the facilities. A dedicated electrical substation would also be located on site.

- The site is located is located on the east side of Candler Road (SR 60) at O'Kelly Road in east Hall County. There are some suburban and rural residential properties in the general area, as well as some agricultural land and undeveloped woodland, but most development between the project site and Gainesville (to the northwest) is a mixture of industrial activity and the Hall County landfill. The area is served by public water (City of Gainesville) and electricity, but on-site septic service would suffice for the project as proposed. ***No regional concerns regarding utilities.***

- As a land use type, datacenters typically do not generate much traffic load. Average daily traffic to and from the site is projected at 100 vehicles per day. Most of this would consist of on-site labor and occasional small-freight vehicle deliveries. The site would be accessed via single entry off the existing O'Kelly Road, with each building having a small parking area. O'Kelly Road is approximately 2,000' in length from the intersection with SR 60, terminating in the project site. The intersection with SR 60 is an unlit three-way juncture with an at-grade railroad crossing on O'Kelly Road. ***No regional concerns regarding traffic.***

- The property is within a rural but growing portion of northern Hall County, with the property's northeastern border defined by Allen Creek (and one of its tributaries), which is a prominent tributary for the Middle Oconee River. The application identifies the site as within a water-supply watershed and offers the following environmental mitigation measures: *"Stormwater best management practices will be utilized during construction and will include, but may not be limited to, silt fencing, rock check dams, inlet protection, and sediment basin. Permanent stormwater features will include, but*

Georgia Mountains Regional Commission

not limited to, detention basins, which will include pretreatment forebay with riprap liner, full 100-year stormwater detention, and water quality outfall structures." Three detention ponds are defined on the site plan, with the bulk of development occurring on a hilltop at least 50' from the streambanks. ***Assuming compliance with State and local regulations, no regional concerns regarding environmental protection. However, best environmental practices are encouraged regarding stormwater management.***

CONSISTENCY REVIEW	
Is the proposed DRI compliant with …	**Comment**
The GMRC Regional Plan?	Yes.
Other State or regional plans for the area?	Best environmental practices recommended regarding stormwater management.
Applicable Service Delivery Agreements and/or land use management measures?	Yes
Projected capacity for utilities and services?	Yes
Are there any potential inter-jurisdictional conflicts identified by the GMRC?	No significant or standing conflict was raised or identified by staff.

Outside Comments Received
(Copies of any comments received can be found as submitted attached to this report.)

- White County (No concerns cited)

Georgia Mountains Regional Commission

DEVELOPMENTS OF REGIONAL IMPACT

Comments Form

Project Name: **Project Turbo** Project I.D.: **DRI-4522**

Name of Commenting Organization: White County – Community and Economic Development

Address: 1241 Helen Highway Suite 200

Cleveland, Ga. 30528

Contact Person: John Sell Telephone No.: [redacted]

Do you believe your jurisdiction will be affected by the proposed development? ____ Yes XX No

Please describe the effects (positive and/or negative) the proposed project could have on your jurisdiction:

Due to the location being in an industrial area in East Hall County, it does not have a direct impact on White County. There will not be a major increase in traffic because Data Centers typically do not have high Employment numbers. The major impacts will be electric power and water, both of which will be served by Existing utilities without impacting White County's needs.

Form Completed By: John Sell Title: Director

Signature: Date: 8/25/2025

Mail Comments to: Adam Hazell
Planning Director
P. O. Box 1720
Gainesville, GA 30503

O: 770.538.2617
F: 770.538.2625
E-mail: ahazell@gmrc.ga.gov

Comments Due By: **September 8, 2025**

CITY OF
GAINESVILLE

WATER RESOURCES

October 3, 2025

Williams Brothers Development, LLC
Attn: Cameron Grogan
cgrogan@williamsbrothersdev.com

Re: Water Availability
Proposed Industrial Development
2400 OKelly Road
PIN: 15024 000003A

Dear Mr. Grogan,

The purpose of this letter is to confirm the availability of water service to the above-referenced property.

Currently, the City has adequate domestic water capacity to serve your proposed industrial development, which we understand will require an average daily water demand of 225,000 GPD and proposes to utilize an onsite wastewater treatment and disposal system. Be advised if public sanitary sewer is to be utilized at any point in the future, annexation into the City of Gainesville will be required.

At the right time, we would like to have a detailed discussion of your industrial water demands (average annual and peak day), the phasing of the demand, the cycles and seasonality of lower demand and peak demand, as well as fire flow demand. This discussion will determine infrastructure improvements necessary to provide a reliable, redundant and scalable water supply. Water system improvements will be the financial responsibility of the owner/developer.

This confirmation of water availability is good for one year from the date of this letter at which time, it will become null and void unless engineered plans have been submitted for issuance of a development permit.

Please call me at (770) 538-2452 should you have any questions.

Sincerely,

Nick Swafford

Nick Swafford
Permitting Services and GIS Manager

cc: Bryan Lackey, City Manager
Linda MacGregor, P.E., Water Resources Director
Tracy Robar, P.E., Engineering and Construction Division Manager

CITY OF
GAINESVILLE
WATER RESOURCES

August 28, 2025

Williams Brothers Development, LLC
Attn: Cameron Grogan
cgrogan@williamsbrothersdev.com

Re: Water Availability
Proposed Data Center
2400 OKelly Road
PIN: 15024 000003A

Dear Mr. Grogan,

The purpose of this letter is to address the availability of water service to the above-referenced property.

The City of Gainesville owns and operates an existing 8-inch DIP water main in the right-of-way of OKelly Road.

Currently, the City does not have adequate domestic water capacity to serve your proposed data center, which we understand will require an average daily water demand of 500,000 MGD and a peak demand of 1,600 GPM.

Please call me at (770) 538-2452 should you have any questions.

Sincerely,

Nick Swafford

Nick Swafford
Permitting Services and GIS Manager

cc: Bryan Lackey, City Manager
Linda MacGregor, P.E., Water Resources Director
Myron Bennett, P.E., Water Resources Deputy Director
Tracy Robar, P.E., Engineering and Construction Division Manager
Chris Thornhill, Project Manager

Katie L. Greenway (Planning)

From: Cameron Grogan <cameron@projectturbollc.com>
Sent: Friday, September 5, 2025 7:24 AM
To: Katie L. Greenway (Planning)
Cc: Beth Garmon (Planning); Chris Hoag
Subject: Re: 2400 Okelly Road - Finalizing Staff Reports

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

Katie, on behalf of Project Turbo, LLC, we would like to provide our response to the water availability letter received and dated August 28, 2025. The letter states that the City of Gainesville owns and operates an 8" water line on OKelly Road, and goes on to say that capacity for our requested 500,000 gallons per day is not available. The letter does not offer any other context as to why it is not available, proposed solutions, or an amount of capacity that would be available to the project.

We sent our request for capacity on July 3, 2025, and did have any correspondence or request for additional information from the City before receiving that letter almost 2 months later. When I received the letter on 8/28/25, I immediately requested a meeting to discuss our project with all of Gainesville Water Department Staff, but have not received a response as of end of business 9/04/25.

As the project progresses to engineering and permitting, we look forward to working with the City of Gainesville on available and modern efficient engineering designs that optimize the water availability to the project's site.

Thank you

Cameron Grogan

On Wed, Sep 3, 2025 at 3:59 PM Katie L. Greenway (Planning) <klgreenway@hallcounty.org> wrote:

> Hi Cameron,
>
> Following up on this.
>
> Thank you,
>
> Katie Greenway - MURP
>
> Planning and Zoning Administrator

Outlook

HCPC Tentative Agenda 9.2.25

From Emily McGahee (Environmental Health) <emcgahee@hallcounty.org>
Date Fri 8/1/2025 11:10 AM
To Katie L. Greenway (Planning) <klgreenway@hallcounty.org>; Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Beth Garmon (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, 3985 Mount Vernon Rd, Terry: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system. An existing system evaluation/site visit will be required for Environmental Health to process required paperwork for the building permit application. Please note that Zoning approval does not imply approval from other county departments.

Item 2, 1604/1608 Whiting Drive/1790 Browns Bridge Rd: Vargas: No comment. Public sewer.

Item 3, 7365 Bill Wilson Rd, Riddle: Must meet all residential permitting requirements. Original copy of Level 3 soil evaluation and copy of recorded plat will be required at time of septic permit application.

Item 4, 5303 Browns Bridge Rd, Sadegh: 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 5A/B, 2196 Centennial Drive: Food Service permit/plan review may be required after review of business plan.

Item 6A/B, 1119/1137 West Ridge, Elder: No comment. Public Sewer.

Item 7A/B, 6450 Ben Parks Road, Davis Engineering: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. Any proposed lot utilizing onsite sewage management systems permitted by Environmental Health must have a minimum of 21,780 sf non-restricted lot size if served by public water or 43,560sf non-restricted area if served by individual wells. Community septic systems and/or community wells to be permitted by EPD. Please note that Zoning approval does not imply approval from other county departments. Further determination and review of proposed subdivision will be made during the plat review process and not during Zoning application/approval.

Item 8A/B: 2400 O'Kelley Road, Project Turbo: 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. Any abandoned well shall be properly closed as per Water Well Standards Act. Any abandoned septic tank shall be pumped by a State certified pumper/hauler and crushed/filled.

Item 9A/B, 4527 JM Turk Road, Mulberry Springs Winery: 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. Food Service permit/plan review 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)

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Outlook

RE: September 2, 2025 Hall County Planning Commission Meeting Tentative Agenda

From Nembhard, Nakia L <NNembhard@dot.ga.gov>
Date Mon 7/28/2025 11:01 AM
To Kaitlyn Elliott (Planning) <kelliott@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,

Below you will find our comments.

Thanks,

1. **3985 Mount Vernon Road | Variance to Section 4.3 |** to reduce the minimum yards | on a 0.86± acre tract located on the west side of Mount Vernon Road approximately 1,796 feet north of its intersection with Oak Harbour Drive | Zoned R-1; Tax Parcel 10117 000050 **| Proposed Use: Detached garage |** * Commission District 2 | **Jeffrey C. Terry, applicant Will Not Require GDOT Coordination**

2. **1604 & 1608 Whiting Drive, & 1790 Browns Bridge Road | Variance to Section 5.3.1** | to reduce the minimum yards | on a combined 0.90± acre tract located on the northeast side of Whiting Road at its intersection with Browns Bridge Road | Zoned R-1 & H-B; Tax Parcels 00123 007016, 007015 & 007017 **| Proposed use: Commercial addition & to bring an existing structure into compliance |** * Commission District 4 | **Gerardo Vargas, applicant Will Require GDOT Coordination**

3. **7365 Bill Wilson Road | Variance to section 7.8.3 |** ADU standards | on a 5.20± acre tract located on the northwest side of Bill Wilson Road at its intersection with Pebble Ridge Drive | Zoned R-1-L; Tax Parcel 09056A000008 **| Proposed Use: Accessory dwelling unit |** * Commission District 3 **| Nedra Riddle, applicant Will Not Require GDOT Coordination**

4. **5303 Browns Bridge Road | Special Use |** to amend conditions of zoning | on a 0.97± acre tract located on the south side of Browns Bridge Road at its intersection with Whitmire Drive | Zoned H-B; Tax Parcel 08080 003018 | **Proposed use: Vehicle repair, major** | ** Commission District 2 | **Ali Sadegh, applicant Will Require GDOT Coordination**

5. **(A) 2196 Centennial Drive | Special Use |** on a 4.19± acre parcel located on north side of Centennial Drive approximately 1,195 feet from its intersection with Centennial Circle | Zoned I-1; Tax Parcel 08013 003033 **| Proposed Use: Outdoor recreation |** ** Commission District 4 **| Vital Foods, LLC (Juan Carlos Lomas) c/o Gaskins + LeCraw, applicant Will Not Require GDOT Coordination**
(B) 2196 Centennial Drive | Variance to Table 8.1.1 | Required parking | on a 4.19± acre parcel located on north side of Centennial Drive approximately 1,195 feet from its intersection with Centennial Circle | Zoned I-1; Tax Parcel 08013 003033 **| Proposed Use: Outdoor**

recreation | * Commission District 4 **| Vital Foods, LLC (Juan Carlos Lomas) c/o Gaskins + LeCraw, applicant** **Will Not Require GDOT Coordination**

6. **(A) 1119 & 1137 West Ridge Road | Rezone |** from Residential 1 (R-1) & Light Industrial (I-1) to Light Industrial (I-1) | on an combined 4.73± acre assemblage located on the southeast side of West Ridge Road at its intersection with Stallworth Street | Zoned R-1 & I-1; Tax Parcels 00054 001040B (pt) & 001040 (pt) **| Proposed Use: Indoor/outdoor storage and warehousing |** ** Commission District 4 | **Valiant Services c/o David Elder, applicant** **Will Not Require GDOT Coordination**
(B) 1119 & 1137 West Ridge Road | Variance to Section 8.2.3 | to reduce the minimum buffers | on an combined 4.73± acre assemblage located on the southeast side of West Ridge Road at its intersection with Stallworth Street | Zoned R-1 & I-1; Tax Parcels 00054 001040B (pt) & 001040 (pt) **| Proposed Use: Indoor/outdoor storage and warehousing |** * Commission District 4 **| Valiant Services c/o David Elder, applicant** **Will Not Require GDOT Coordination**

7. **(A) 6450 Ben Parks Road | Rezone |** from Residential 1 Low Density (R-1-L) to Planned Residential Development (PRD) | on a 60.84± acre tract located on the south side of Ben Parks Road approximately 1,946 feet from its intersection with Jake Kemp Road | Zoned R-1-L; Tax Parcel 11056 000001A | **Proposed Use: 80-lot residential development |** ** Commission District 3 | **Davis Engineering & Surveying c/o Nick Pesola, applicant**
Will Not Require GDOT Coordination
(B) 6450 Ben Parks Road | Variance to Section 8.4 | sidewalk standards | on a 60.84± acre tract located on the south side of Ben Parks Road approximately 1,946 feet from its intersection with Jake Kemp Road | Zoned R-1-L; Tax Parcel 11056 000001A **| Proposed Use: 80-lot residential development |** * Commission District 3 **| Davis Engineering & Surveying c/o Nick Pesola, applicant** **Will Not Require GDOT Coordination**

8. **(A) 2400 Okelly Road | Rezone |** from Planned Industrial Development (PID) to Light Industrial (I-1) | on a 119± acre portion of a tract located on northeast side of Okelly Road approximately 800 feet from its intersection with Candler Road | Zoned PID; Tax Parcel 15024 000003A (pt) **| Proposed Use: Data center |** ** Commission District 3 **| Project Turbo, LLC, applicant** **Will Require Possible GDOT Coordination**
(B) 2400 Okelly Road | Special Use | on a 119± acre portion of a tract located on northeast side of Okelly road approximately 800 feet from its intersection with Candler Road | Zoned PID; Tax Parcel 15024 000003A (pt) **| Proposed Use: Data center |** ** Commission District 3 **| Project Turbo, LLC, applicant** **Will Require Possible GDOT Coordination**

9. **(A) 4527 J M Turk Road & 4567 Stanley Road | Special Use |** on a combined 19.43± acre tract located on the northeast side of J M Turk Road approximately 200 feet from its intersection with Grandview Parkway | Zoned AR-1; Tax Parcels 15044 000034A & 000034 (pt) **| Proposed Use: Agri-entertainment venue |** ** Commission District 1 **| Mulberry Springs Vineyard & Winery, applicant** **Will Not Require GDOT Coordination**
(B) 4527 J M Turk Road & 4567 Stanley Road | Variance to Section 7.7.3 | on a combined 19.43± acre tract located on the northeast side of J M Turk Road approximately 200 feet from its intersection with Grandview Parkway | Zoned AR-1; Tax Parcels 15044 000034A & 000034 (pt) **| Proposed Use: Agri-entertainment venue |** * Commission District 1 **| Mulberry Springs Vineyard & Winery, 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: Thursday, July 24, 2025 11:26 AM
Subject: September 2, 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,

Here is the Tentative Agenda and Maps for the ***TUESDAY,*** **September 2, 2025** Hall County Planning Commission Meeting. Please use the links to review the documents and respond with comments to Hall County Planning and Development. Failure to provide comments in a timely manner may result in the information not being included in the staff report.

When submitting comments, please include the name of the applicant along with the address of the property with the corresponding comment.

Comments are due by **Friday August 1, 2025.** Email comments to Beth (bgarmon@hallcounty.org) and Kaitlyn (kelliott@hallcounty.org).

CALL TO ORDER

AGENDA REVIEW

APPROVAL OF MINUTES – August 18, 2025

NEW BUSINESS

1. **3985 Mount Vernon Road | Variance to Section 4.3 |** to reduce the minimum yards | on a 0.86± acre tract located on the west side of Mount Vernon Road approximately 1,796 feet north of its intersection with Oak Harbour Drive | Zoned R-1; Tax Parcel 10117 000050 **| Proposed Use: Detached garage |** * Commission District 2 | **Jeffrey C. Terry, applicant**

2. **1604 & 1608 Whiting Drive, & 1790 Browns Bridge Road | Variance to Section 5.3.1** | to reduce the minimum yards | on a combined 0.90± acre tract located on the northeast side of Whiting Road at its intersection with Browns Bridge Road | Zoned R-1 & H-B; Tax Parcels 00123 007016, 007015 & 007017 **| Proposed use: Commercial addition & to bring an existing structure into compliance |** * Commission District 4 | **Gerardo Vargas, applicant**

3. **7365 Bill Wilson Road | Variance to section 7.8.3 |** ADU standards | on a 5.20± acre tract located on the northwest side of Bill Wilson Road at its intersection with Pebble Ridge Drive |

Outlook

RE: September 2, 2025 Hall County Planning Commission Meeting Tentative Agenda

From Joseph Boyd (GHMPO) <jboyd@hallcounty.org>
Date Mon 7/28/2025 12:07 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Cc Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>

Kaitlyn,

Please see below for my comments. Let me know if you or Beth have any questions!

4. Ali Sadegh - 5303 Browns Bridge Road

- This parcel is along State Route 369/Browns Bridge Road, which is scheduled for widening (GH-018/PI 0013626) to four lanes, with construction currently estimated for FY 2034. This project is currently in the Scoping phase, so right-of-way impacts are not yet known. Applicant should coordinate with GDOT District 1.

8. Project Turbo - 2400 O'Kelly Road

- This parcel is partially along/near State Route 60/Candler Road, which is currently scheduled for widening (GH-111B) in the long-term (2055+).

Joseph Boyd, AICP
MPO Director
Gainesville-Hall Metropolitan Planning Organization
2875 Browns Bridge Road, Gainesville, GA 30504
(770) 297-5541 | www.ghmpo.org

GAINESVILLE-HALL
Metropolitan Planning Organization

From: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Sent: Thursday, July 24, 2025 11:26 AM
Subject: September 2, 2025 Hall County Planning Commission Meeting Tentative Agenda

Good afternoon,

Here is the Tentative Agenda and Maps for the ***TUESDAY,*** **September 2, 2025** Hall County Planning Commission Meeting. Please use the links to review the documents and respond with comments to Hall County Planning and Development. Failure to provide comments in a timely manner may result in the information not being included in the staff report.

When submitting comments, please include the name of the applicant along with the address of the property with the corresponding comment.

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

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

Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

MEMORANDUM

To: Beth Garmon, Director of Planning and Zoning

From: Bill Nash, Director of Public Works and Utilities

Date: August 1, 2025

Subject: September 2, 2025 - Hall County Planning Commission Agenda

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the September 2, 2025, meeting. Upon review, we provide the following comments.

NEW BUSINESS

1. **3985 Mount Vernon Road | Variance to Section 4.3 |** to reduce the minimum yards | on a 0.86± acre tract located on the west side of Mount Vernon Road approximately 1,796 feet north of its intersection with Oak Harbour Drive | Zoned R-1; Tax Parcel 10117 000050 **| Proposed Use: Detached garage |** * Commission District 2 | **Jeffrey C. Terry, applicant**

a. **Engineering**: No comment
b. **Traffic:** No comment
c. **Utilities:** Gainesville sewer – Not available

2. **1604 & 1608 Whiting Drive, & 1790 Browns Bridge Road | Variance to Section 5.3.1** | to reduce the minimum yards | on a combined 0.90± acre tract located on the northeast side of Whiting Road at its intersection with Browns Bridge Road | Zoned R-1 & H-B; Tax Parcels 00123 007016, 007015 & 007017 **| Proposed use: Commercial addition & to bring an existing structure into compliance |** * Commission District 4 | **Gerardo Vargas, 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:** Gainesville sewer – Available onsite

3. **7365 Bill Wilson Road | Variance to section 7.8.3 |** ADU standards | on a 5.20± acre tract located on the northwest side of Bill Wilson Road at its intersection with Pebble Ridge Drive | Zoned R-1-L; Tax Parcel 09056A000008 **| Proposed Use: Accessory dwelling unit |** * Commission District 3 **| Nedra Riddle, applicant**

    a. **Engineering**: No comment
    b. **Traffic:** No comment
    c. **Utilities:** Hall County sewer service area. No infrastructure in vicinity

4. **5303 Browns Bridge Road | Special Use |** to amend conditions of zoning | on a 0.97± acre tract located on the south side of Browns Bridge Road at its intersection with Whitmire Drive | Zoned H-B; Tax Parcel 08080 003018 | **Proposed use: Vehicle repair, major** | ** Commission District 2 | **Ali Sadegh, applicant**

    a. **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
    b. **Traffic:** GDOT access permit required
    c. **Utilities:** Gainesville-Hall sewer area. No infrastructure in vicinity

5. **(A) 2196 Centennial Drive | Special Use |** on a 4.19± acre parcel located on north side of Centennial Drive approximately 1,195 feet from its intersection with Centennial Circle | Zoned I-1; Tax Parcel 08013 003033 **| Proposed Use: Outdoor recreation |** ** Commission District 4 | **Vital Foods, LLC (Juan Carlos Lomas) c/o Gaskins + LeCraw, applicant**

(B) 2196 Centennial Drive | Variance to Table 8.1.1 | Required parking | on a 4.19± acre parcel located on north side of Centennial Drive approximately 1,195 feet from its intersection with Centennial Circle | Zoned I-1; Tax Parcel 08013 003033 **| Proposed Use: Outdoor recreation |** * Commission District 4 **| Vital Foods, LLC (Juan Carlos Lomas) c/o Gaskins + LeCraw, 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 FEMA and Hall County studied Flood plains that are present on site.
    Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
    b. **Traffic:** No comment
    c. **Utilities:** Gainesville sewer service area. Infrastructure is onsite

6. **(A) 1119 & 1137 West Ridge Road | Rezone |** from Residential 1 (R-1) & Light Industrial (I-1) to Light Industrial (I-1) | on an combined 4.73± acre assemblage located on the southeast side of West Ridge Road at its intersection with Stallworth Street | Zoned R-1 & I-1; Tax Parcels 00054 001040B (pt) & 001040 (pt) **| Proposed Use: Indoor/outdoor storage and warehousing |** ** Commission District 4 | **Valiant Services c/o David Elder, applicant**

(B) 1119 & 1137 West Ridge Road | Variance to Section 8.2.3 | to reduce the minimum buffers | on an combined 4.73± acre assemblage located on the southeast side of West Ridge Road at its intersection with Stallworth Street | Zoned R-1 & I-1; Tax Parcels 00054 001040B (pt) & 001040 (pt) **| Proposed Use: Indoor/outdoor storage and warehousing |** * Commission District 4 **| Valiant Services c/o David Elder, applicant**

a. **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
   Show stream buffer and impervious setback from wrested vegetation not centerline of stream
b. **Traffic:** No comment
c. **Utilities:** Gainesville sewer service area. Infrastructure is onsite

7. **(A) 6450 Ben Parks Road | Rezone |** from Residential 1 Low Density (R-1-L) to Planned Residential Development (PRD) | on a 60.84± acre tract located on the south side of Ben Parks Road approximately 1,946 feet from its intersection with Jake Kemp Road | Zoned R-1-L; Tax Parcel 11056 000001A | **Proposed Use: 80-lot residential development |** ** Commission District 3 | **Davis Engineering & Surveying c/o Nick Pesola, applicant**

(B) 6450 Ben Parks Road | Variance to Section 8.4 | sidewalk standards | on a 60.84± acre tract located on the south side of Ben Parks Road approximately 1,946 feet from its intersection with Jake Kemp Road | Zoned R-1-L; Tax Parcel 11056 000001A **| Proposed Use: 80-lot residential development |** * Commission District 3 **| Davis Engineering & Surveying c/o Nick Pesola, 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 FEMA and Hall County studied Flood plains that are present on site.
   Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
b. **Traffic:** Left and Right turn lanes may be required.
c. **Utilities:** Hall County Serwer service area. No infrastructure in vicinity

8. **(A) 2400 Okelly Road | Rezone |** from Planned Industrial Development (PID) to Light Industrial (I-1) | on a 119± acre portion of a tract located on northeast side of Okelly Road approximately 800 feet from its intersection with Candler Road | Zoned PID; Tax Parcel 15024 000003A (pt) **| Proposed Use: Data center |** ** Commission District 3 **| Project Turbo, LLC, applicant**

(B) 2400 Okelly Road | Special Use | on a 119± acre portion of a tract located on northeast side of Okelly road approximately 800 feet from its intersection with Candler Road | Zoned PID; Tax Parcel 15024 000003A (pt) **| Proposed Use: Data center |** ** Commission District 3 **| Project Turbo, 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 FEMA and Hall County studied Flood plains that are present on site.
   Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
b. **Traffic:** TIS to be provided with DRI. Traffic comments to be made after review.
c. **Utilities:** Gainesville sewer service area. Sewer is available via pump station about 0.5 miles to the North.

9. **(A) 4527 J M Turk Road & 4567 Stanley Road | Special Use |** on a combined 19.43± acre tract located on the northeast side of J M Turk Road approximately 200 feet from its intersection with Grandview Parkway | Zoned AR-1; Tax Parcels 15044 000034A & 000034 (pt) **| Proposed Use: Agri-entertainment venue |** ** Commission District 1 **| Mulberry Springs Vineyard & Winery, applicant**

(B) 4527 J M Turk Road & 4567 Stanley Road | Variance to Section 7.7.3 | on a combined 19.43± acre tract located on the northeast side of J M Turk Road approximately 200 feet from its intersection with Grandview Parkway | Zoned AR-1; Tax Parcels 15044 000034A & 000034 (pt) **| Proposed Use: Agri-entertainment venue |** * Commission District 1 **| Mulberry Springs Vineyard & Winery, 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 FEMA and Hall County studied Flood plains that are present on site.
   Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
b. **Traffic:** May require left and right turn lanes or a right-hand passing lane.
c. **Utilities:** Oakwood sewer service area. No sewer infrastructure in the vicinity

Outlook

Fire Comments

From John Hornick (Fire Services) <jhornick@hallcounty.org>
Date Fri 7/25/2025 12:48 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Cc Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>

TUESDAY, **September 2, 2025** Hall County Planning Commission Meeting.

8. **(A) 2400 Okelly Road | Rezone |** from Planned Industrial Development (PID) to Light Industrial (I-1) | on a 119± acre portion of a tract located on northeast side of Okelly Road approximately 800 feet from its intersection with Candler Road | Zoned PID; Tax Parcel 15024 000003A (pt) **| Proposed Use: Data center |** ** Commission District 3 **| Project Turbo, LLC, applicant**

(B) 2400 Okelly Road | Special Use | on a 119± acre portion of a tract located on northeast side of Okelly road approximately 800 feet from its intersection with Candler Road | Zoned PID; Tax Parcel 15024 000003A (pt) **| Proposed Use: Data center |** ** Commission District 3 **| Project Turbo, LLC, applicant**

Hall County Fire Marshal Comments:

1. Emergency responder radio coverage testing in new buildings exceeding 12,000 will be required.
2. Buildings A,B,C have dead-end fire access roads greater than 150’ in length with no approved turnaround, a turnaround is required by code where a dead-end fire access road exceeds 150’
3. All 3 buildings will require a fire protection system.
4. A water tank and stationary fire pump may be required to support the fire flow requirements of all 3 buildings.

Regards,

John Hornick, NPQ Fire Service Plans Examiner 1
Lieutenant, Hall County Fire Rescue
Hall County Government
Main: 770-531-6838 | Cell: 404-597-0083
Website: www.Hallcounty.org


ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY
APPLICANT: PROJECT TURBO, LLC
REQUEST: REZONE FROM PID TO I-1 & A SPECIAL USE FOR A DATA CENTER
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: OCT 6 2025
Time: 5:15 P.M.
COUNTY COMMISSION
Date: OCT 23 2025
Time: 6:00 P.M.
HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE,
FOR MORE INFORMATION CALL: (770) 531-6809

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

HALL COUNTY
GEORGIA
We have it all in Hall

PUBLIC NOTICE REQUIREMENTS

Zoning regulations require that public notice must be given prior to all zoning hearings as follows:

1. The Planning Department shall publish a legal advertisement no less than 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 25, 2025 AND NO LATER THAN AUGUST 03, 2025.

THE ORGINAL SIGNED AFFIDAVIT MUST BE AND RETURNED TO THE PLANNING DEPARTMENT NO LATER THAN AUGUST 03, 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, CAMERON GROGAN **, 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 7/29/2025 **for** PROJECT TURBO, LLC **.**
Date (Name application filed as)

Signature _____
(The original document is required)

Revised September 2021

Print

Planning Commission Comments - September 2, 2025 - Submission #121645

Date Submitted: 9/2/2025

Comments completed in the form below will be submitted into the record for the September 2, 2025 meeting of the Hall County Planning Commission.

First Name*

Frankie

Last Name*

Chambers

Address1*

PO Box 591

Address2

City*

Gainesville

State*

GA

Zip*

30554

Zoning Item for Comment*

(A) 2400 Okelly Road | 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*

A. Rezone and B Special use. I oppose this. Data centers can have many effects on the community. This is a high residential area with a school right next door. Hall co commissioners need to leave as yall dont cate nothing about this community!

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.

Print

Planning Commission Comments - September 2, 2025 - Submission #121649

Date Submitted: 9/2/2025

Comments completed in the form below will be submitted into the record for the September 2, 2025 meeting of the Hall County Planning Commission.

First Name*

Alicia

Last Name*

Grizzle

Address1*

5744 Newberry Point Drive

Address2

City*

Flowery Branch

State*

GA

Zip*

30542

Zoning Item for Comment*

(A) 2400 Okelly Road | 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*

1) not enough info provided on the impact to the surrounding ecology, water sources & wildlife, etc

2) concern for noise issues, as searches for info seem to state ALL DATA CENTERS run their generators & cooling systems 24/7/365 & the “humming” from those can be heard constantly miles away.

3) concern of impact for the surrounding homes on the drawing of electricity and water from their homes. Will it reduce their accessibility to these at the speed & rate they have now ? Will it limit their WiFi access due to the amount of power it uses? Will their water pressure be diminished at all?

4) we are concerned about contaminations in runoff into our local water sources from said generators and cooling stations (for the computers).

5) We need more info on HOW this DATA CENTER will affect us locally. Do studies show living in close proximities to DATA CENTERS raise a greater chance of developing any form of cancers?

6) we have the right to have our questions answered above PRIOR TO ANY VOTES to allow this into OUR county!!

(A) & (B) OKELLY ROAD/Rezone

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.

Print

Planning Commission Comments - September 2, 2025 - Submission #121644

Date Submitted: 9/2/2025

Comments completed in the form below will be submitted into the record for the September 2, 2025 meeting of the Hall County Planning Commission.

First Name*

J

Last Name*

Hewell

Address1*

2676 Candler Road

Address2

City*

Gainesville

State*

GA

Zip*

30507

Zoning Item for Comment*

(B) 2400 Okelly Road | Special Use

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*

I am in opposition to the data center in O'kelley road. I am concerned as there is an elementary school less then a mile away! Has enough research been done on the long and short term effects of how this will impact the school and community- NO! Its has not. I will be petitioning against and also informing the community to the harmful consequences this will have.

Please write your comments in the box above.

File Upload

Choose File No file chosen

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

Would you like follow-up communication?

[redacted]

Please leave an email address and/or phone number if you would like a Hall County staff member to follow-up with you.

Outlook

The Environmental Cost of Data Centers

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Thu 9/4/2025 9:04 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Vickie Kanady <[redacted]
Sent: Tuesday, September 2, 2025 3:50 AM
To: Gregg Poole (County Commissioner) <gpoole@hallcounty.org>; David Gibbs <[redacted]
Beth Garmon (Planning) <bgarmon@hallcounty.org>; Jeff Stowe (County Commission) <jstowe@hallcounty.org>; Kathy Cooper (County Commissioner) <kcooper@hallcounty.org>; Billy Powell (County Commission) <bpowell@hallcounty.org>
Subject: The Environmental Cost of Data Centers

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.

Vote NO ON DATA CENTER, please!! Do the research first!!

https://netzeroinsights.com/resources/data-centers-environmental-cost/

Sent from my iPhone

Print

Planning Commission Comments - September 2, 2025 - Submission #121643

Date Submitted: 9/2/2025

Comments completed in the form below will be submitted into the record for the September 2, 2025 meeting of the Hall County Planning Commission.

First Name*

Vickie

Last Name*

Kanady

Address1*

5315 H Thomas Road

Address2

City*

Gainesville

State*

GA

Zip*

30506

Zoning Item for Comment*

(A) 2400 Okelly Road | 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*

(A) & (B) Okelly Road/Rezone

1) not enough info provided on the impact to the surrounding ecology, water sources & wildlife, etc

2) concern for noise issues, as searches for info seem to state ALL DATA CENTERS run their generators & cooling systems 24/7/365 & the “humming” from those can be heard constantly miles away.

3) concern of impact for the surrounding homes on the drawing of electricity and water from their homes. Will it reduce their accessibility to these at the speed & rate they have now ? Will it limit their WiFi access due to the amount of power it uses? Will their water pressure be diminished at all?

4) we are concerned about contaminations in runoff into our local water sources from said generators and cooling stations (for the computers).

5) We need more info on HOW this DATA CENTER will affect us locally. Do studies show living in close proximities to DATA CENTERS raise a greater chance of developing any form of cancers?

6) we have the right to have our questions answered above PRIOR TO ANY VOTES to allow this into OUR COUNTY!

https://netzeroinsights.com/resources/data-centers-environmental-cost/

Please write your comments in the box above.

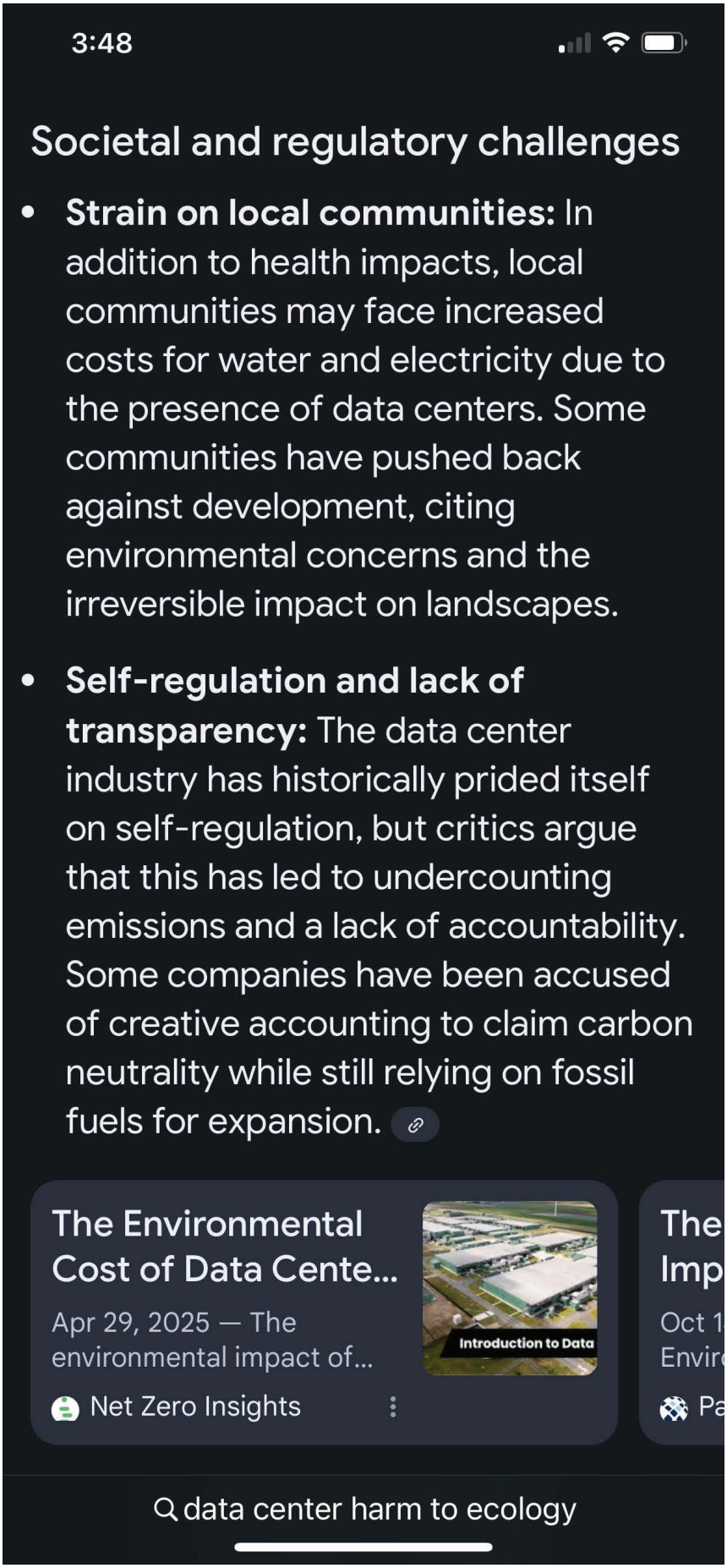
File Upload

IMG.png
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?

Yes [redacted]

Please leave an email address and/or phone number if you would like a Hall County staff member to follow-up with you.


3:48
Societal and regulatory challenges
• Strain on local communities: In addition to health impacts, local communities may face increased costs for water and electricity due to the presence of data centers. Some communities have pushed back against development, citing environmental concerns and the irreversible impact on landscapes.
• Self-regulation and lack of transparency: The data center industry has historically prided itself on self-regulation, but critics argue that this has led to undercounting emissions and a lack of accountability. Some companies have been accused of creative accounting to claim carbon neutrality while still relying on fossil fuels for expansion.
The Environmental Cost of Data Cente...
Apr 29, 2025 — The environmental impact of...
Net Zero Insights
Introduction to Data
The
Imp
Oct 1
Envir
Pa
data center harm to ecology

Print

Planning Commission Comments - September 2, 2025 - Submission #121647

Date Submitted: 9/2/2025

Comments completed in the form below will be submitted into the record for the September 2, 2025 meeting of the Hall County Planning Commission.

First Name*

Brenda

Last Name*

Rose

Address1*

6022 Cobb St

Address2

City*

Lula

State*

GA

Zip*

30554

Zoning Item for Comment*

(A) 2400 Okelly Road | 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*

2400 OKelky Rezone A&B

I stand with Vickie and the Concerned Citizens of Hall County. I don't have time to copy and paste all her concerns but please know, they are also mine. I also do not have time to attend the meeting so please consider this my public comment.

I would also like to add the way all of you on that board have destroyed and continue to destroy Hall county for your own personal benefit with no regard to the people is disgusting. High density housing without infrastructure is bad enough. Data centers are the beginning to the end of our freedoms. Shame on ALL of you if you move forward with it.

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?

Yes. I would line to know how each of you vote and why

Please leave an email address and/or phone number if you would like a Hall County staff member to follow-up with you.

Outlook

2400 Okelly Road / Rezone

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Mon 9/15/2025 2:50 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

-----Original Message-----
From: [redacted]
Sent: Monday, September 15, 2025 2:11 PM
To: Beth Garmon (Planning) <bgarmon@hallcounty.org>
Subject: 2400 Okelly Road / Rezone

[You don't often get email from [redacted] Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

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

Hello Beth,

As a Hall County GOP Precinct Chairman, I am writing to advise you of the views myself and many of my precinct citizens hold about the proposed data center at 2400 Okelly Road.

We are OPPOSED to the proposal as considered by the Planning Commission for the following reasons.

When data centers come to town, communities face both economic opportunities and significant environmental and infrastructural challenges, including increased demand for electricity and water, potential grid strain, higher utility costs for residents, noise and visual pollution, and potential impacts on local landscapes and water sources.

According to a 2025 study by the Gerald R. Ford School of Public Policy, "while data centers can bring tax revenue and some jobs, the scale of their resource consumption often outweighs these benefits, leading to pressure on local resources and increased energy costs for residents."

Disadvantages of a community data center include.
1. Significant resource consumption (especially water and electricity). In a letter dated August 28, 2025 from The City of Gainesville Water Resources, Nick Swafford, Permitting Services and GIS Manager stated that the City does not have adequate domestic water capacity to serve the proposed data center. The estimates from the applicant are low and unproven. There have been no estimates listed detailing the massive electric consumption that will be required and the impact it will have on local electric bills.
2. Noise and light pollution affecting residents and wildlife.
3. Potential air pollution from backup generators.
4. Potential negative impacts on property values.
5. Increased landfill waste from discarded equipment.
6. Data centers also require large plots of land, leading to habitat loss and increased carbon footprints.
7. Placing strain on local power and water infrastructure impacting increased utility costs for the local taxpayers.

The close proximity to neighborhoods, schools and churches make this an unsuitable location for a massive (almost 1 million sq ft) data center running 24 hours a day, 7 days a week, 365 days a year.

In addition, the Zoning Analysis indicates many unacceptable assumptions about the ramifications of this project.

ZONING ANALYSIS

The proposed use may place significant demands on water and/or power resources.
Staff is unable to determine the extent to which property values are affected by the existing zoning restrictions.
Staff is unable to comment on the impact of property values without a full market analysis. Often it is difficult to determine the effect of a development on adjacent properties until the development is completed.
The request may be out of scale with the needs of the immediate neighborhood as the use of a data center can place significant demands on water and/or power resources.

The continuing reference to "the applicant has provided responses to these concerns stating that the impact will not be harmful to the community." is biased, unproven and unacceptable.

Furthermore, the fact that Chris Braswell as a member of the Planning Commission has a financial interest in this project strains the very credibility of the planning commission in approving the data center at this location!

The Planning Commission needs to vote NO on this proposal.

Ricki Lee Hagen

Outlook

New request received

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Wed 9/24/2025 4:45 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Hall County Government <do_not_reply@civicplus.com>
Sent: Thursday, September 18, 2025 6:16 PM
To: PIO <PIO@hallcounty.org>
Subject: New request received

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.

Category Planning & Zoning has received a new request.

Here is what we have on file:

Planning & Zoning

#2081

View Request

		SUBMITTER
Category:	Planning & Zoning	**Wyatt Goad**
Priority:	3	
Assigned To:	Crowe Sarah	
Submitted:	9/18/2025 6:16 PM	**CONTACT**
Source:	Website 104.23.245.108	[redacted]

View any uploaded files by proceeding to the link below and looking up your request by RequestID

[redacted]

OR

View any uploaded files by signing in and proceeding to the link below

[redacted]

REQUEST DETAILS

Description

This data center will NOT be good for the local environment. I'm concerned for our clean water, air pollution, and the local hunting and vegetation. This data center has no place in Gainesville and is just going to do more harm than good.

Brief Description

This data center will NOT be good for the local environment. I'm concerned for our clean water, air pollution, and the local hunting and vegetation. This data center has

no place in Gainesville and is just going to do more harm than good.

Problem Location

Street Number and Name

000

O’Kelley Road

Address Line 2

City

Gainesville

State

Georgia

Zip Code

Your Information

Name

Wyatt Goad

Street Number and Name

Address Line 2

City

State

Zip Code

Phone Number

Fax Number

Email Address

[redacted]

Preferred Contact Method

email

Outlook

Data Center proposed at 2400 O'Kelley

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Thu 9/25/2025 9:53 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Jackie Corey [redacted]
Sent: Wednesday, September 24, 2025 6:25 PM
To: Beth Garmon (Planning) <bgarmon@hallcounty.org>
Subject: Data Center proposed at 2400 O'Kelley

You don't often get email from [redacted] Learn why this is important

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Dear Beth:

I would like to add my name, Jackie Y Corey and my husband, William E. Corey, to the list of people who are opposed to the project proposed on O'Kelley and Candler Road in Gainesville. There are too many unanswered questions and we are very concerned about how such a massive project will affect Gainesville,

We are also concerned about the conflict of interest concerning Planning Commission Chair, Chris Braswell, who works with Norton Commercial, which is selling the land to the developer. October 6 is too soon to make such a monumental decision, also without allowing debate from the citizens. Our environment could be greatly affected.

It seems this is just being allowed to be pushed through and that is not acceptable.

Thank you for your consideration.

Jackie Y Corey
[redacted]

Outlook

Concern for proposed data center "Project Turbo"

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Mon 9/29/2025 4:57 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Patrick Flint <[redacted]
Sent: Monday, September 29, 2025 4:39 PM
To: Beth Garmon (Planning) <bgarmon@hallcounty.org>
Subject: Concern for proposed data center "Project Turbo"

You don't often get email from [redacted] Learn why this is important

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

Dear Ms. Garmon,

I am a resident of Hall County writing to express my strong concerns about the proposed Project Turbo data center at 2400 O'Kelly Road. Data centers today consume between 300,000 and 1,000,000 gallons of water per day for cooling. As a 900,000-square-foot facility drawing from Gainesville's municipal water supply—sourced from Lake Lanier—this project could consume hundreds of thousands of gallons daily for server cooling, exacerbating our region's vulnerability to shortages. We've seen Lake Lanier drop dramatically during the 2007-2009 drought, and 15 feet in 2023. With Georgia's data center boom already straining resources statewide, prioritizing this development risks household disruptions, higher utility costs, and ecosystem harm. Understanding how data centers have also negatively impacted community electricity supply should also be a key consideration in this matter.

I spoke with one county commissioner at the Flowery Branch Festival and he knew of the data center but was not aware of the impact to the water system or the electrical system.

While I understand public comment is not permitted at the October 6 Planning Commission meeting, I urge the Commission to recommend denial or require robust mitigations, such as electricity guarantees, binding water-use caps and drought contingency plans, before forwarding to the October 23 Board hearing. Our community's long-term sustainability must come first over short-term economic gains.

Thank you for forwarding this to the Planning and County Commissions and ensuring resident voices are considered. I appreciate your attention and am available for any follow-up.

Sincerely,
Patrick Flint
5414 Yachtsman Ln
Gainesville, GA 30504
[redacted]

Outlook

DATA CENTER

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Wed 10/1/2025 4:58 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: MARGARET <[redacted]
Sent: Wednesday, October 1, 2025 11:43 AM
To: Beth Garmon (Planning) <bgarmon@hallcounty.org>
Subject: DATA CENTER

[redacted]ppears similar to someone who previously sent you email, but may not be that person. Learn why this could be a risk

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.

Attention Planning Commission:

In response to the proposed Data Center proposed in Hall County, here are the reasons we the signed below oppose:

Water usage: so many residents depend on Lake Lanier for water, and With the unprecedented building of new residence's, warehouses, etc. It does seem a no brainer that the water resource is being drained continually. If there is a drop in water at Lake Lanier, who comes first as to getting water.

Tax issues: We the property owners are being taxed higher and higher. Will this Data center see tax advantages as all the other new building does? Will the current residents see a tax drop.

BOTTOM LINE - WHAT'S THE ADVANTAGE TO ALL THE CURRENT RESIDENCE.

WE SAY NO TO DATA CENTER

Marc & Margaret Rixford
4254 Red Fox ?Trail
Oakwood, GA. 30566
Hall county residents.

Katie L. Greenway (Planning)

From: Katie L. Greenway (Planning)
Sent: Friday, October 3, 2025 12:56 PM
To: Katie L. Greenway (Planning)
Subject: FW: Project Data Center

From: Scott Hall [redacted]
Sent: Thursday, October 2, 2025 8:26 PM
To: Beth Garmon (Planning) <bgarmon@hallcounty.org>
Subject: Project Data Center

You don't often get email from [redacted] Learn why this is important

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

Dear Ms. Garmon,

I am a resident of Hall County writing to express my strong concerns about the proposed Project Turbo data center at 2400 O'Kelly Road. Data centers today consume between 300,000 and 1,000,000 gallons of water per day for cooling. As a 900,000-square-foot facility drawing from Gainesville's municipal water supply—sourced from Lake Lanier—this project could consume hundreds of thousands of gallons daily for server cooling, exacerbating our region's vulnerability to shortages. We've seen Lake Lanier drop dramatically during the 2007-2009 drought, and 15 feet in 2023. With Georgia's data center boom already straining resources statewide, prioritizing this development risks household disruptions, higher utility costs, and ecosystem harm. Understanding how data centers have also negatively impacted community electricity supply should also be a key consideration in this matter.

While I understand public comment is not permitted at the October 6 Planning Commission meeting, I urge the Commission to recommend denial or require robust mitigations, such as electricity guarantees, binding water-use caps and drought contingency plans, before forwarding to the October 23 Board hearing. Our community's long-term sustainability must come first over short-term economic gains.

Thank you for forwarding this to the Commission and ensuring resident voices are considered. I appreciate your attention and am available for any follow-up.

Regards,

Scott Hall
[redacted]
5408 Yachtsman Lane
Gainesville, GA 30504
Business Development - OFS

Outlook

NO TO Project Turbo

From Rich Elsarelli <[redacted]
Date Sun 10/5/2025 10:37 AM
To Beth Garmon (Planning) <bgarmon@hallcounty.org>

You don't often get email from [redacted] Learn why this is important

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

Dear Ms. Garmon,

I hope this message finds you well. My name is Rich Elsarelli, and I am a resident and voter in Hall County. I am writing to formally express my opposition to the approval of Project Turbo.

Large-scale data centers such as the one proposed typically consume millions of gallons of water per day for cooling. Gainesville's municipal system, which draws from Lake Lanier, would bear this demand. As you know, our community has faced serious water challenges in the past, including the severe drought of 2007–2009 and water levels that measured 15 feet below full pool as recently as 2023. Other Georgia counties hosting similar facilities have already reported service disruptions, raising legitimate concerns about the risks we may face locally.

Given these realities, I believe citizens are entitled to full transparency before any approvals, incentives, or commitments are granted. Several critical questions remain unanswered:

- Who is the developer, and where are they headquartered?
- What corporate affiliations, partnerships, or financial backers are tied to this project?
- What binding commitments, if any, will be made to safeguard Hall County's long-term water security?

Without clear and verifiable answers to these questions, I respectfully urge you and your colleagues to oppose the approval of Project Turbo. The potential risks to our water supply and community wellbeing far outweigh the promises of short-term economic gain.

Thank you for your service to our county and for your consideration of this important issue.

Sincerely,
Rich Elsarelli

[redacted]
Gainesville, GA

Outlook

Public Comment on Project Turbo – Water Security, Transparency, and Long-Term Impact

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Mon 10/6/2025 9:03 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Charles Vanderbilt
Sent:
To: Beth Garmon (Planning)
Subject: Fw: Public Comment on Project Turbo – Water Security, Transparency, and Long-Term Impact

Dear Ms. Garmon,

I hope you are well. I am writing to submit public comments regarding Project Turbo, the proposed $1.2 billion data center development off O'Kelly Road in southeast Hall County.

While the project's potential economic benefits are recognized, I remain deeply concerned about its impact on Hall County's long-term water security and incomplete transparency regarding environmental and fiscal details. Data centers of this magnitude can consume millions of gallons of water daily for cooling. Because Gainesville's municipal system draws from Lake Lanier, any significant new demand could heighten regional strain during drought cycles, such as those experienced in 2007–2009 and again in 2023, when the lake fell over fifteen feet below its complete pool level.

Before any approvals, tax incentives, or infrastructure commitments are considered, I respectfully request that the following questions be addressed publicly:

1. Developer Identity: Who is the primary developer, and where are they based?
2. Corporate Affiliations: What corporate entities, partnerships, or financial backers are involved?
3. Water Commitment: What specific, enforceable commitments will the developer make to safeguard Hall County's water supply over the long term?
4. Usage Estimates: What are the projected average and peak daily water demands, and how will consumption be managed during drought conditions or supply restrictions?
5. Cooling Technology: Will the facility use air-cooled, closed-loop, or reclaimed-water systems, and have sustainable alternatives been evaluated?
6. Infrastructure Impact: How will the required water and power infrastructure affect existing residential and agricultural users in the region?
7. Emergency Protocols: What mitigation plans are in place if Lake Lanier levels drop significantly or regional water restrictions are imposed?
8. Energy Demand: What is the projected electrical load, and will renewable or efficiency-based power sources be utilized?
9. Tax Incentives: What local or state incentives, abatements, or infrastructure subsidies are being offered, and what is the projected net fiscal impact on Hall County taxpayers?
10. Ongoing Oversight: Will a public oversight or liaison mechanism be established to ensure continued transparency regarding water usage, energy consumption, and environmental compliance

once operations begin?

These are not minor details—they go directly to public trust, fiscal responsibility, and environmental stewardship. As citizens, we support growth that is sustainable, transparent, and accountable to the people.

Thank you for receiving these comments and ensuring they are entered into the public record for the October 23 Board of Commissioners hearing. I appreciate your attention to this important matter and your continued service to our community.

Respectfully, Charles Vanderbilt
5432 Falling Branch Ct
Flowery Branch, GA 30542
[redacted]

Outlook

Online Form Submittal: Planning Inquiry

From noreply@civicplus.com <noreply@civicplus.com>
Date Mon 10/6/2025 12:56 PM
To Planning <planning@hallcounty.org>

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If you are having problems viewing this HTML email, click to view a Text version.

Planning Inquiry

Name*	Anna Hughs
Email*	[redacted]
Address or Parcel Number*	604 Long Oak Dr
Phone number	[redacted]
Reason for Request*	The Project Turbo data center has already been told by the City of Gainesville they do not have the capacity to meet their water needs. This is alarming to residents who rely on Lake Lanier for our
Photos/Documents	Choose File No file chosen Convert to PDF? ☐ (DOC, DOCX, XLS, XLSX, TXT)

* indicates required fields.

View any uploaded files by [www.hallcounty.org/MyAccount]signing in and then proceeding to the link below:
http://www.hallcounty.org/Admin/FormHistory.aspx?SID=2711

The following form was submitted via your website: Planning Inquiry

Name: Anna Hughs

[redacted]

Address or Parcel Number: 604 Long Oak Dr

[redacted]

Reason for Request: The Project Turbo data center has already been told by the City of Gainesville they do not have the capacity to meet their water needs. This is alarming to residents who rely on Lake Lanier for our drinking water, and who might now be facing water scarcity. Please vote NO on Project Turbo

Photos/Documents: No file was uploaded

Additional Information:
Form submitted on: 10/6/2025 12:55:52 PM

[redacted]

Outlook

Concerns About Project Turbo

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Mon 10/6/2025 1:52 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Anna Kimpling [redacted]
Sent: Monday, October 6, 2025 12:52 PM
To: Beth Garmon (Planning) <bgarmon@hallcounty.org>
Subject: Concerns About Project Turbo

You don't often get email from [redacted] Learn why this is important

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

Dear Ms. Garmon,

I am a Hall County taxpayer and a resident of the City of Gainesville, and I am again writing to you with concerns about the proposed data center, Project Turbo, that would be going up on O'Kelly road. Data centers still consume massive amounts of water and electricity to function, and as a resident of the nearby city that this facility will be impacting, I believe it is my right to voice these concerns to you, our local government officials.

Cities and counties all over our country are feeling the hardship brought on by data centers' utility usage, from the stunning Great Lakes to the north, to the West Coast where they notoriously face drought, to the Southeast, and I don't want to see Gainesville or Hall County added to that list. While progress is exciting to see, and business opportunities are important for the community, I believe we should make sure that very same community is provided for first when it comes to basic needs, such as clean drinking water and affordable power.

I bring this up again because as stated in an article on Fox 5, it is noted that the City of Gainesville has already told the developers that they will not be able to meet the data center's water requirements if, "…the data center reached the high end of its estimated usage". This is an incredibly alarming thing to hear as a resident of Gainesville, because 'estimated range' doesn't have any fixed numbers and it could very well be a possibility that the data center exceeds the high end of this 'estimated usage'.

Over 200,000 people call Hall County home, with thousands of them living in the City of Gainesville alone, and it is worrying to think that any of us could be facing a future where clean drinking water is in short supply.

As your constituent, I am strongly urging you to vote against Project Turbo, protecting Hall County's residents, our livelihoods, and our beautiful natural landscape.

I eagerly look forward to your response regarding the matter,

Anna Hughs

304 Long Oak Drive
Gainesville, GA

Outlook

Project Turbo

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Mon 10/6/2025 1:55 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Lee Hughs <[redacted]
Sent: Monday, October 6, 2025 1:22 PM
To: Beth Garmon (Planning) <bgarmon@hallcounty.org>
Subject: Project Turbo

You don't often get email from [redacted] Learn why this is important

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

I am a Hall County taxpayer and a resident of the City of Gainesville at 604 Long Oak Drive, and I am writing to you with concerns about the proposed data center, Project Turbo, that would be going up on O'Kelly Road. It is a known fact that data centers consume massive amounts of water and electricity to function, and as a resident of the nearby city that this facility will be impacting, I believe it is my right to voice these concerns to you, our local government officials.

Not far from Hall County, Newton County is already facing water hardships brought about by the Meta data center that was built in the county in 2018. Residents report not having any water flowing through the taps, and also that the water is brown and filled with sediment, as the local water facilities are unable to meet the load the data center requires, while still providing vital service to the residents of Newton County.

In an article published September 15th on Fox 5, it is noted that the City of Gainesville has already told the developers that they will not be able to meet the data center's water requirements if, "…the data center reached the high end of its estimated usage". This is an incredibly alarming thing to hear as a resident of Gainesville, because 'estimated range' doesn't have any fixed numbers, and it could very well be a possibility that the data center exceeds the high end of this 'estimated usage'.

Furthermore, the developers have said that this data center will provide only 150 jobs, which is such a small number when compared to the thousands of people that call Gainesville home, and who could be facing a future where clean drinking water is in short supply. Not to mention the over 200,000 residents of Hall County that would feel the strain as well, along with our neighbors to the south of us, who rely on the steady water release from Lake Lanier for their own drinking water and to maintain their waterways.

As your constituent, I am strongly urging you to vote against Project Turbo, protecting Hall County's residents, our livelihoods, and our beautiful natural landscape.

Additionally, in a recent communication from Cameron Grogan and Chris Hoag they claim that "Gainesville DWR has said they can issue a not to exceed 200,000 gpd", but I do not see anything from Gainesville DWR in the documents provided to the public to verify their claim. I still do not think these developers have done enough to

address the concerns of other residents. I do not believe they are addressing our concerns in good faith. I would strongly discourage future projects with these developers.

Thank you so much for your time and consideration,

Lee Hughs

Outlook

(No subject)

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Tue 10/7/2025 3:35 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: ye [redacted]
Sent: Monday, October 6, 2025 9:01 PM
To: Beth Garmon (Planning) <bgarmon@hallcounty.org>
Subject:

You don't often get email from [redacted] Learn why this is important

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

Dear Beth Garmon

I am a Hall County tax payer and a resident of the City of Gainesville, and I am writing to you with concerns about the proposed data center, Project Turbo, that would be going up on O'Kelly road. It is a known fact that data centers consume massive amounts of water and electricity to function, and as a resident of the nearby city that this facility will be impacting, I believe it is my right to voice these concerns to you, our local government officials.

Not far from Hall County, Newton County to the south of Atlanta, is already facing water hardships brought about by the Meta data center that was built in the county in 2018. Residents report not having any water flowing through the taps, and also that the water is brown and filled with sediment, as the local water facilities are unable to meet the load the data center requires, while still providing vital service to the residents of Newton County.

In an article published September 15th on Fox 5, it is noted that the City of Gainesville has already told the developers that they will not be able to meet the data center's water requirements if, "…the data center reached the high end of its estimated usage". This is an incredibly alarming thing to hear as a resident of Gainesville, because 'estimated range' doesn't have any fixed numbers and it could very well be a possibility that the data center exceeds the high end of this 'estimated usage'.

Furthermore, the developers have said that this data center will provide only 150 jobs, which is such a small number when compared to the thousands of people that call Gainesville home, and who could be facing a future where clean drinking water is in short supply. Not to mention the over 200,000 residents of Hall County that would feel the strain as well, along with our neighbors to the south of us, who rely on the steady water release from Lake Lanier for their own drinking water and to maintain their waterways.

Project Turbo has claimed to bring in millions of dollars in revenue for the county, but I urge you to consider that the tourism Lake Lanier is able to sustain provides over 5 billion dollars annually to the county, as reported by the Greater Hall Chamber of Commerce. The data center project not only threatens the quality of life to residents of Gainesville and her surrounding areas, but also the thriving tourist

industry that many Hall County residents rely on, as the lake would face over harvesting to meet the needs of this data center.

As your constituent, I am strongly urging you to vote against Project Turbo, protecting Hall County's residents, our livelihoods, and our beautiful natural landscape.

Thank you so much for your time and consideration

Melany Vigil

Outlook

NO to Data Center

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Wed 10/8/2025 4:22 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

1 attachment (75 KB)
Letter to County Commissioners.pdf;

-----Original Message-----
From: Gwen Ingram [redacted]
Sent: Wednesday, October 8, 2025 7:21 AM
Cc: Jennifer Rivera (Administration) <jrivera@hallcounty.org>
Subject: NO to Data Center

[You don't often get email from [redacted] Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

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.

As a concerned Hall County Resident, I urge every member to vote NO on the proposed build for a data center in Hall County.

Hall County Should Say NO to Data Processing Center

Hall County should say NO to a new data center being proposed. A recently released report, from the University of Michigan, on the impact of comparable data centers shows the negative impacts outweigh the positive to rural and suburban areas.

1. **Environmental damage and habitat loss** would significantly impact our county. Local air/noise pollution harms wildlife and humans and negatively impacts quality of life.
2. **Increase local energy demand and will lead to higher utility costs.** The extensive and continuous power used at these centers force local companies to upgrade and/or buy more generation capacity. These costs will be passed on to residents and small businesses through higher rates.
3. **Extensive strain on water resources and local services** will strain local sewage and water facilities. We are already a community well aware of how droughts impact our county. We do not need a facility that uses massive amounts of water competing with residents who need a consistent water supply. While the city says it can handle the water, there is no guarantee that our water supply will remain consistent.
4. **Community and safety harms** will negatively impact our county. Security fencing reduces neighborhood livability and can depress property values. Outages, accidents, and cybersecurity incidents can disproportionately impact residents and businesses.
5. **Ineffective Tax Incentives:** Tax breaks for data centers do not deliver the promised economic benefits, such as high-paying jobs, and they reduce local tax revenues, while shifting financial burdens onto communities and schools. The corporations reap most of the tax incentives, while local communities carry the financial burden.

The evidence from existing data centers in Georgia, Illinois, Indiana, Iowa, Michigan, Nebraska, Utah, Virginia, and Washington show that communities are not benefiting. Local communities are sounding the alarm on the harm these data centers have caused their cities. No one is benefiting except for the corporations who have no vested interest in our community.

Hall County should just say NO to this center and put people over immediate profit.

Nguyen, Terry. “What Happens When Data Centers Come To Town.” Ford School Science,Technology, and Public Policy, July 2025. https://stpp.fordschool.umich.edu/sites/stpp/files/2025-07/stpp-data-centers-2025.pdf.

Outlook

Data center in Southeast Hall county

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Wed 10/8/2025 4:26 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

-----Original Message-----
From: Karis Lovell <[redacted]
Sent: Tuesday, October 7, 2025 11:35 PM
To: Open Records - Administration <orr_bocc@hallcounty.org>
Subject: Data center in Southeast Hall county

[Some people who received this message don't often get email from [redacted] Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

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 evening Ms. Rivera and Board of commissioners, after hearing the news of an AI data center being placed in my home of hall county which I've lived and planned to live my whole life, I am beginning to doubt if me and my family will further pursue our life here. With the progression of Hall co and its never ending upgrades I feel as though I can never feel quite at home anymore. So you can understand my frustration to hear that a center to fund artificial intelligence throughout the city is being planned. The toll this will take on our environment, fresh water, the lower and working class. I absolutely cannot stand for this whether I decide to stay or not, my neighbors and friends deserve a life with fresh clean accessible water, affordable housing, jobs with dignity and protection for immigrants. Keep Hall County safe, accepting and beautiful.

Print

Planning Commission Comments - September 2, 2025 - Submission #121645

Date Submitted: 9/2/2025

Comments completed in the form below will be submitted into the record for the September 2, 2025 meeting of the Hall County Planning Commission.

First Name*

Frankie

Last Name*

Chambers

Address1*

PO Box 591

Address2

City*

Gainesville

State*

GA

Zip*

30554

Zoning Item for Comment*

(A) 2400 Okelly Road | 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*

A. Rezone and B Special use. I oppose this. Data centers can have many effects on the community. This is a high residential area with a school right next door. Hall co commissioners need to leave as yall dont cate nothing about this community!

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.

Print

Planning Commission Comments - September 2, 2025 - Submission #121649

Date Submitted: 9/2/2025

Comments completed in the form below will be submitted into the record for the September 2, 2025 meeting of the Hall County Planning Commission.

First Name*

Alicia

Last Name*

Grizzle

Address1*

5744 Newberry Point Drive

Address2

City*

Flowery Branch

State*

GA

Zip*

30542

Zoning Item for Comment*

(A) 2400 Okelly Road | 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*

1) not enough info provided on the impact to the surrounding ecology, water sources & wildlife, etc

2) concern for noise issues, as searches for info seem to state ALL DATA CENTERS run their generators & cooling systems 24/7/365 & the “humming” from those can be heard constantly miles away.

3) concern of impact for the surrounding homes on the drawing of electricity and water from their homes. Will it reduce their accessibility to these at the speed & rate they have now ? Will it limit their WiFi access due to the amount of power it uses? Will their water pressure be diminished at all?

4) we are concerned about contaminations in runoff into our local water sources from said generators and cooling stations (for the computers).

5) We need more info on HOW this DATA CENTER will affect us locally. Do studies show living in close proximities to DATA CENTERS raise a greater chance of developing any form of cancers?

6) we have the right to have our questions answered above PRIOR TO ANY VOTES to allow this into OUR county!!

(A) & (B) OKELLY ROAD/Rezone

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.

Print

Planning Commission Comments - September 2, 2025 - Submission #121644

Date Submitted: 9/2/2025

Comments completed in the form below will be submitted into the record for the September 2, 2025 meeting of the Hall County Planning Commission.

First Name*

J

Last Name*

Hewell

Address1*

2676 Candler Road

Address2

City*

Gainesville

State*

GA

Zip*

30507

Zoning Item for Comment*

(B) 2400 Okelly Road | Special Use

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*

I am in opposition to the data center in O'kelley road. I am concerned as there is an elementary school less then a mile away! Has enough research been done on the long and short term effects of how this will impact the school and community- NO! Its has not. I will be petitioning against and also informing the community to the harmful consequences this will have.

Please write your comments in the box above.

File Upload

Choose File No file chosen

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

Would you like follow-up communication?

[redacted]

Please leave an email address and/or phone number if you would like a Hall County staff member to follow-up with you.

Outlook

The Environmental Cost of Data Centers

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Thu 9/4/2025 9:04 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Vickie Kanady <[redacted]
Sent: Tuesday, September 2, 2025 3:50 AM
To: Gregg Poole (County Commissioner) <gpoole@hallcounty.org>; David Gibbs <[redacted]
Beth Garmon (Planning) <bgarmon@hallcounty.org>; Jeff Stowe (County Commission) <jstowe@hallcounty.org>; Kathy Cooper (County Commissioner) <kcooper@hallcounty.org>; Billy Powell (County Commission) <bpowell@hallcounty.org>
Subject: The Environmental Cost of Data Centers

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Vote NO ON DATA CENTER, please!! Do the research first!!

https://netzeroinsights.com/resources/data-centers-environmental-cost/

Sent from my iPhone

Print

Planning Commission Comments - September 2, 2025 - Submission #121643

Date Submitted: 9/2/2025

Comments completed in the form below will be submitted into the record for the September 2, 2025 meeting of the Hall County Planning Commission.

First Name*

Vickie

Last Name*

Kanady

Address1*

5315 H Thomas Road

Address2

City*

Gainesville

State*

GA

Zip*

30506

Zoning Item for Comment*

(A) 2400 Okelly Road | 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*

(A) & (B) Okelly Road/Rezone

1) not enough info provided on the impact to the surrounding ecology, water sources & wildlife, etc

2) concern for noise issues, as searches for info seem to state ALL DATA CENTERS run their generators & cooling systems 24/7/365 & the “humming” from those can be heard constantly miles away.

3) concern of impact for the surrounding homes on the drawing of electricity and water from their homes. Will it reduce their accessibility to these at the speed & rate they have now ? Will it limit their WiFi access due to the amount of power it uses? Will their water pressure be diminished at all?

4) we are concerned about contaminations in runoff into our local water sources from said generators and cooling stations (for the computers).

5) We need more info on HOW this DATA CENTER will affect us locally. Do studies show living in close proximities to DATA CENTERS raise a greater chance of developing any form of cancers?

6) we have the right to have our questions answered above PRIOR TO ANY VOTES to allow this into OUR COUNTY!

https://netzeroinsights.com/resources/data-centers-environmental-cost/

Please write your comments in the box above.

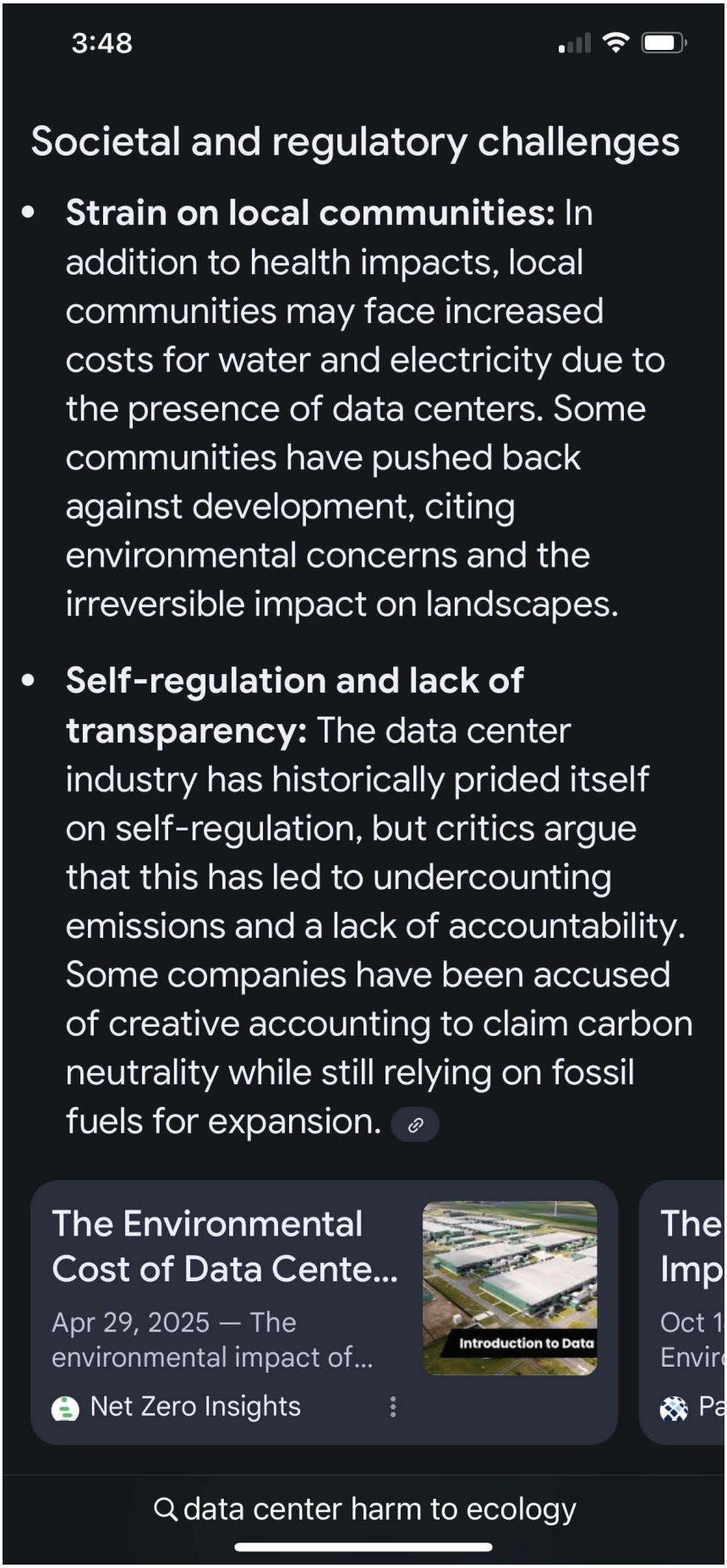
File Upload

IMG.png
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?

Yes [redacted]

Please leave an email address and/or phone number if you would like a Hall County staff member to follow-up with you.


3:48
Societal and regulatory challenges
• Strain on local communities: In addition to health impacts, local communities may face increased costs for water and electricity due to the presence of data centers. Some communities have pushed back against development, citing environmental concerns and the irreversible impact on landscapes.
• Self-regulation and lack of transparency: The data center industry has historically prided itself on self-regulation, but critics argue that this has led to undercounting emissions and a lack of accountability. Some companies have been accused of creative accounting to claim carbon neutrality while still relying on fossil fuels for expansion.
The Environmental Cost of Data Cente...
Apr 29, 2025 — The environmental impact of...
Net Zero Insights
Introduction to Data
The
Imp
Oct 1
Envir
Pa
data center harm to ecology

Print

Planning Commission Comments - September 2, 2025 - Submission #121647

Date Submitted: 9/2/2025

Comments completed in the form below will be submitted into the record for the September 2, 2025 meeting of the Hall County Planning Commission.

First Name*

Brenda

Last Name*

Rose

Address1*

6022 Cobb St

Address2

City*

Lula

State*

GA

Zip*

30554

Zoning Item for Comment*

(A) 2400 Okelly Road | 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*

2400 OKelky Rezone A&B

I stand with Vickie and the Concerned Citizens of Hall County. I don't have time to copy and paste all her concerns but please know, they are also mine. I also do not have time to attend the meeting so please consider this my public comment.

I would also like to add the way all of you on that board have destroyed and continue to destroy Hall county for your own personal benefit with no regard to the people is disgusting. High density housing without infrastructure is bad enough. Data centers are the beginning to the end of our freedoms. Shame on ALL of you if you move forward with it.

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?

Yes. I would line to know how each of you vote and why

Please leave an email address and/or phone number if you would like a Hall County staff member to follow-up with you.

Outlook

2400 Okelly Road / Rezone

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Mon 9/15/2025 2:50 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

-----Original Message-----
From: [redacted]
Sent: Monday, September 15, 2025 2:11 PM
To: Beth Garmon (Planning) <bgarmon@hallcounty.org>
Subject: 2400 Okelly Road / Rezone

[You don't often get email from [redacted] Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

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Hello Beth,

As a Hall County GOP Precinct Chairman, I am writing to advise you of the views myself and many of my precinct citizens hold about the proposed data center at 2400 Okelly Road.

We are OPPOSED to the proposal as considered by the Planning Commission for the following reasons.

When data centers come to town, communities face both economic opportunities and significant environmental and infrastructural challenges, including increased demand for electricity and water, potential grid strain, higher utility costs for residents, noise and visual pollution, and potential impacts on local landscapes and water sources.

According to a 2025 study by the Gerald R. Ford School of Public Policy, "while data centers can bring tax revenue and some jobs, the scale of their resource consumption often outweighs these benefits, leading to pressure on local resources and increased energy costs for residents."

Disadvantages of a community data center include.
1. Significant resource consumption (especially water and electricity). In a letter dated August 28, 2025 from The City of Gainesville Water Resources, Nick Swafford, Permitting Services and GIS Manager stated that the City does not have adequate domestic water capacity to serve the proposed data center. The estimates from the applicant are low and unproven. There have been no estimates listed detailing the massive electric consumption that will be required and the impact it will have on local electric bills.
2. Noise and light pollution affecting residents and wildlife.
3. Potential air pollution from backup generators.
4. Potential negative impacts on property values.
5. Increased landfill waste from discarded equipment.
6. Data centers also require large plots of land, leading to habitat loss and increased carbon footprints.
7. Placing strain on local power and water infrastructure impacting increased utility costs for the local taxpayers.

The close proximity to neighborhoods, schools and churches make this an unsuitable location for a massive (almost 1 million sq ft) data center running 24 hours a day, 7 days a week, 365 days a year.

In addition, the Zoning Analysis indicates many unacceptable assumptions about the ramifications of this project.

ZONING ANALYSIS

The proposed use may place significant demands on water and/or power resources.
Staff is unable to determine the extent to which property values are affected by the existing zoning restrictions.
Staff is unable to comment on the impact of property values without a full market analysis. Often it is difficult to determine the effect of a development on adjacent properties until the development is completed.
The request may be out of scale with the needs of the immediate neighborhood as the use of a data center can place significant demands on water and/or power resources.

The continuing reference to "the applicant has provided responses to these concerns stating that the impact will not be harmful to the community." is biased, unproven and unacceptable.

Furthermore, the fact that Chris Braswell as a member of the Planning Commission has a financial interest in this project strains the very credibility of the planning commission in approving the data center at this location!

The Planning Commission needs to vote NO on this proposal.

Ricki Lee Hagen

Outlook

New request received

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Wed 9/24/2025 4:45 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Hall County Government <do_not_reply@civicplus.com>
Sent: Thursday, September 18, 2025 6:16 PM
To: PIO <PIO@hallcounty.org>
Subject: New request received

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Category Planning & Zoning has received a new request.

Here is what we have on file:

Planning & Zoning

#2081

View Request

		SUBMITTER
Category:	Planning & Zoning	**Wyatt Goad**
Priority:	3	
Assigned To:	Crowe Sarah	
Submitted:	9/18/2025 6:16 PM	**CONTACT**
Source:	Website 104.23.245.108	[redacted]

View any uploaded files by proceeding to the link below and looking up your request by RequestID

[redacted]

OR

View any uploaded files by signing in and proceeding to the link below

[redacted]

REQUEST DETAILS

Description

This data center will NOT be good for the local environment. I'm concerned for our clean water, air pollution, and the local hunting and vegetation. This data center has no place in Gainesville and is just going to do more harm than good.

Brief Description

This data center will NOT be good for the local environment. I'm concerned for our clean water, air pollution, and the local hunting and vegetation. This data center has

no place in Gainesville and is just going to do more harm than good.

Problem Location

Street Number and Name

000

O’Kelley Road

Address Line 2

City

Gainesville

State

Georgia

Zip Code

Your Information

Name

Wyatt Goad

Street Number and Name

Address Line 2

City

State

Zip Code

Phone Number

Fax Number

Email Address

[redacted]

Preferred Contact Method

email

Outlook

Data Center proposed at 2400 O'Kelley

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Thu 9/25/2025 9:53 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Jackie Corey [redacted]
Sent: Wednesday, September 24, 2025 6:25 PM
To: Beth Garmon (Planning) <bgarmon@hallcounty.org>
Subject: Data Center proposed at 2400 O'Kelley

You don't often get email from [redacted] Learn why this is important

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Dear Beth:

I would like to add my name, Jackie Y Corey and my husband, William E. Corey, to the list of people who are opposed to the project proposed on O'Kelley and Candler Road in Gainesville. There are too many unanswered questions and we are very concerned about how such a massive project will affect Gainesville,

We are also concerned about the conflict of interest concerning Planning Commission Chair, Chris Braswell, who works with Norton Commercial, which is selling the land to the developer. October 6 is too soon to make such a monumental decision, also without allowing debate from the citizens. Our environment could be greatly affected.

It seems this is just being allowed to be pushed through and that is not acceptable.

Thank you for your consideration.

Jackie Y Corey
[redacted]

Outlook

Concern for proposed data center "Project Turbo"

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Mon 9/29/2025 4:57 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Patrick Flint <[redacted]
Sent: Monday, September 29, 2025 4:39 PM
To: Beth Garmon (Planning) <bgarmon@hallcounty.org>
Subject: Concern for proposed data center "Project Turbo"

You don't often get email from [redacted] Learn why this is important

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

Dear Ms. Garmon,

I am a resident of Hall County writing to express my strong concerns about the proposed Project Turbo data center at 2400 O'Kelly Road. Data centers today consume between 300,000 and 1,000,000 gallons of water per day for cooling. As a 900,000-square-foot facility drawing from Gainesville's municipal water supply—sourced from Lake Lanier—this project could consume hundreds of thousands of gallons daily for server cooling, exacerbating our region's vulnerability to shortages. We've seen Lake Lanier drop dramatically during the 2007-2009 drought, and 15 feet in 2023. With Georgia's data center boom already straining resources statewide, prioritizing this development risks household disruptions, higher utility costs, and ecosystem harm. Understanding how data centers have also negatively impacted community electricity supply should also be a key consideration in this matter.

I spoke with one county commissioner at the Flowery Branch Festival and he knew of the data center but was not aware of the impact to the water system or the electrical system.

While I understand public comment is not permitted at the October 6 Planning Commission meeting, I urge the Commission to recommend denial or require robust mitigations, such as electricity guarantees, binding water-use caps and drought contingency plans, before forwarding to the October 23 Board hearing. Our community's long-term sustainability must come first over short-term economic gains.

Thank you for forwarding this to the Planning and County Commissions and ensuring resident voices are considered. I appreciate your attention and am available for any follow-up.

Sincerely,
Patrick Flint
5414 Yachtsman Ln
Gainesville, GA 30504
[redacted]

Outlook

DATA CENTER

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Wed 10/1/2025 4:58 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: MARGARET <[redacted]
Sent: Wednesday, October 1, 2025 11:43 AM
To: Beth Garmon (Planning) <bgarmon@hallcounty.org>
Subject: DATA CENTER

[redacted]ppears similar to someone who previously sent you email, but may not be that person. Learn why this could be a risk

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.

Attention Planning Commission:

In response to the proposed Data Center proposed in Hall County, here are the reasons we the signed below oppose:

Water usage: so many residents depend on Lake Lanier for water, and With the unprecedented building of new residence's, warehouses, etc. It does seem a no brainer that the water resource is being drained continually. If there is a drop in water at Lake Lanier, who comes first as to getting water.

Tax issues: We the property owners are being taxed higher and higher. Will this Data center see tax advantages as all the other new building does? Will the current residents see a tax drop.

BOTTOM LINE - WHAT'S THE ADVANTAGE TO ALL THE CURRENT RESIDENCE.

WE SAY NO TO DATA CENTER

Marc & Margaret Rixford
4254 Red Fox ?Trail
Oakwood, GA. 30566
Hall county residents.

Katie L. Greenway (Planning)

From: Katie L. Greenway (Planning)
Sent: Friday, October 3, 2025 12:56 PM
To: Katie L. Greenway (Planning)
Subject: FW: Project Data Center

From: Scott Hall [redacted]
Sent: Thursday, October 2, 2025 8:26 PM
To: Beth Garmon (Planning) <bgarmon@hallcounty.org>
Subject: Project Data Center

You don't often get email from [redacted] Learn why this is important

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

Dear Ms. Garmon,

I am a resident of Hall County writing to express my strong concerns about the proposed Project Turbo data center at 2400 O'Kelly Road. Data centers today consume between 300,000 and 1,000,000 gallons of water per day for cooling. As a 900,000-square-foot facility drawing from Gainesville's municipal water supply—sourced from Lake Lanier—this project could consume hundreds of thousands of gallons daily for server cooling, exacerbating our region's vulnerability to shortages. We've seen Lake Lanier drop dramatically during the 2007-2009 drought, and 15 feet in 2023. With Georgia's data center boom already straining resources statewide, prioritizing this development risks household disruptions, higher utility costs, and ecosystem harm. Understanding how data centers have also negatively impacted community electricity supply should also be a key consideration in this matter.

While I understand public comment is not permitted at the October 6 Planning Commission meeting, I urge the Commission to recommend denial or require robust mitigations, such as electricity guarantees, binding water-use caps and drought contingency plans, before forwarding to the October 23 Board hearing. Our community's long-term sustainability must come first over short-term economic gains.

Thank you for forwarding this to the Commission and ensuring resident voices are considered. I appreciate your attention and am available for any follow-up.

Regards,

Scott Hall
[redacted]
5408 Yachtsman Lane
Gainesville, GA 30504
Business Development - OFS

Outlook

NO TO Project Turbo

From Rich Elsarelli <[redacted]
Date Sun 10/5/2025 10:37 AM
To Beth Garmon (Planning) <bgarmon@hallcounty.org>

You don't often get email from [redacted] Learn why this is important

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

Dear Ms. Garmon,

I hope this message finds you well. My name is Rich Elsarelli, and I am a resident and voter in Hall County. I am writing to formally express my opposition to the approval of Project Turbo.

Large-scale data centers such as the one proposed typically consume millions of gallons of water per day for cooling. Gainesville's municipal system, which draws from Lake Lanier, would bear this demand. As you know, our community has faced serious water challenges in the past, including the severe drought of 2007–2009 and water levels that measured 15 feet below full pool as recently as 2023. Other Georgia counties hosting similar facilities have already reported service disruptions, raising legitimate concerns about the risks we may face locally.

Given these realities, I believe citizens are entitled to full transparency before any approvals, incentives, or commitments are granted. Several critical questions remain unanswered:

- Who is the developer, and where are they headquartered?
- What corporate affiliations, partnerships, or financial backers are tied to this project?
- What binding commitments, if any, will be made to safeguard Hall County's long-term water security?

Without clear and verifiable answers to these questions, I respectfully urge you and your colleagues to oppose the approval of Project Turbo. The potential risks to our water supply and community wellbeing far outweigh the promises of short-term economic gain.

Thank you for your service to our county and for your consideration of this important issue.

Sincerely,
Rich Elsarelli

[redacted]
Gainesville, GA

Outlook

Public Comment on Project Turbo – Water Security, Transparency, and Long-Term Impact

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Mon 10/6/2025 9:03 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Charles Vanderbilt
Sent:
To: Beth Garmon (Planning)
Subject: Fw: Public Comment on Project Turbo – Water Security, Transparency, and Long-Term Impact

Dear Ms. Garmon,

I hope you are well. I am writing to submit public comments regarding Project Turbo, the proposed $1.2 billion data center development off O'Kelly Road in southeast Hall County.

While the project's potential economic benefits are recognized, I remain deeply concerned about its impact on Hall County's long-term water security and incomplete transparency regarding environmental and fiscal details. Data centers of this magnitude can consume millions of gallons of water daily for cooling. Because Gainesville's municipal system draws from Lake Lanier, any significant new demand could heighten regional strain during drought cycles, such as those experienced in 2007–2009 and again in 2023, when the lake fell over fifteen feet below its complete pool level.

Before any approvals, tax incentives, or infrastructure commitments are considered, I respectfully request that the following questions be addressed publicly:

1. Developer Identity: Who is the primary developer, and where are they based?
2. Corporate Affiliations: What corporate entities, partnerships, or financial backers are involved?
3. Water Commitment: What specific, enforceable commitments will the developer make to safeguard Hall County's water supply over the long term?
4. Usage Estimates: What are the projected average and peak daily water demands, and how will consumption be managed during drought conditions or supply restrictions?
5. Cooling Technology: Will the facility use air-cooled, closed-loop, or reclaimed-water systems, and have sustainable alternatives been evaluated?
6. Infrastructure Impact: How will the required water and power infrastructure affect existing residential and agricultural users in the region?
7. Emergency Protocols: What mitigation plans are in place if Lake Lanier levels drop significantly or regional water restrictions are imposed?
8. Energy Demand: What is the projected electrical load, and will renewable or efficiency-based power sources be utilized?
9. Tax Incentives: What local or state incentives, abatements, or infrastructure subsidies are being offered, and what is the projected net fiscal impact on Hall County taxpayers?
10. Ongoing Oversight: Will a public oversight or liaison mechanism be established to ensure continued transparency regarding water usage, energy consumption, and environmental compliance

once operations begin?

These are not minor details—they go directly to public trust, fiscal responsibility, and environmental stewardship. As citizens, we support growth that is sustainable, transparent, and accountable to the people.

Thank you for receiving these comments and ensuring they are entered into the public record for the October 23 Board of Commissioners hearing. I appreciate your attention to this important matter and your continued service to our community.

Respectfully, Charles Vanderbilt
5432 Falling Branch Ct
Flowery Branch, GA 30542
[redacted]

Outlook

Online Form Submittal: Planning Inquiry

From noreply@civicplus.com <noreply@civicplus.com>
Date Mon 10/6/2025 12:56 PM
To Planning <planning@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.

If you are having problems viewing this HTML email, click to view a Text version.

Planning Inquiry

Name*	Anna Hughs
Email*	[redacted]
Address or Parcel Number*	604 Long Oak Dr
Phone number	[redacted]
Reason for Request*	The Project Turbo data center has already been told by the City of Gainesville they do not have the capacity to meet their water needs. This is alarming to residents who rely on Lake Lanier for our
Photos/Documents	Choose File No file chosen Convert to PDF? ☐ (DOC, DOCX, XLS, XLSX, TXT)

* indicates required fields.

View any uploaded files by [www.hallcounty.org/MyAccount]signing in and then proceeding to the link below:
http://www.hallcounty.org/Admin/FormHistory.aspx?SID=2711

The following form was submitted via your website: Planning Inquiry

Name: Anna Hughs

[redacted]

Address or Parcel Number: 604 Long Oak Dr

[redacted]

Reason for Request: The Project Turbo data center has already been told by the City of Gainesville they do not have the capacity to meet their water needs. This is alarming to residents who rely on Lake Lanier for our drinking water, and who might now be facing water scarcity. Please vote NO on Project Turbo

Photos/Documents: No file was uploaded

Additional Information:
Form submitted on: 10/6/2025 12:55:52 PM

[redacted]

Outlook

Concerns About Project Turbo

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Mon 10/6/2025 1:52 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Anna Kimpling [redacted]
Sent: Monday, October 6, 2025 12:52 PM
To: Beth Garmon (Planning) <bgarmon@hallcounty.org>
Subject: Concerns About Project Turbo

You don't often get email from [redacted] Learn why this is important

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

Dear Ms. Garmon,

I am a Hall County taxpayer and a resident of the City of Gainesville, and I am again writing to you with concerns about the proposed data center, Project Turbo, that would be going up on O'Kelly road. Data centers still consume massive amounts of water and electricity to function, and as a resident of the nearby city that this facility will be impacting, I believe it is my right to voice these concerns to you, our local government officials.

Cities and counties all over our country are feeling the hardship brought on by data centers' utility usage, from the stunning Great Lakes to the north, to the West Coast where they notoriously face drought, to the Southeast, and I don't want to see Gainesville or Hall County added to that list. While progress is exciting to see, and business opportunities are important for the community, I believe we should make sure that very same community is provided for first when it comes to basic needs, such as clean drinking water and affordable power.

I bring this up again because as stated in an article on Fox 5, it is noted that the City of Gainesville has already told the developers that they will not be able to meet the data center's water requirements if, "…the data center reached the high end of its estimated usage". This is an incredibly alarming thing to hear as a resident of Gainesville, because 'estimated range' doesn't have any fixed numbers and it could very well be a possibility that the data center exceeds the high end of this 'estimated usage'.

Over 200,000 people call Hall County home, with thousands of them living in the City of Gainesville alone, and it is worrying to think that any of us could be facing a future where clean drinking water is in short supply.

As your constituent, I am strongly urging you to vote against Project Turbo, protecting Hall County's residents, our livelihoods, and our beautiful natural landscape.

I eagerly look forward to your response regarding the matter,

Anna Hughs

304 Long Oak Drive
Gainesville, GA

Outlook

Project Turbo

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Mon 10/6/2025 1:55 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Lee Hughs <[redacted]
Sent: Monday, October 6, 2025 1:22 PM
To: Beth Garmon (Planning) <bgarmon@hallcounty.org>
Subject: Project Turbo

You don't often get email from [redacted] Learn why this is important

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

I am a Hall County taxpayer and a resident of the City of Gainesville at 604 Long Oak Drive, and I am writing to you with concerns about the proposed data center, Project Turbo, that would be going up on O'Kelly Road. It is a known fact that data centers consume massive amounts of water and electricity to function, and as a resident of the nearby city that this facility will be impacting, I believe it is my right to voice these concerns to you, our local government officials.

Not far from Hall County, Newton County is already facing water hardships brought about by the Meta data center that was built in the county in 2018. Residents report not having any water flowing through the taps, and also that the water is brown and filled with sediment, as the local water facilities are unable to meet the load the data center requires, while still providing vital service to the residents of Newton County.

In an article published September 15th on Fox 5, it is noted that the City of Gainesville has already told the developers that they will not be able to meet the data center's water requirements if, "…the data center reached the high end of its estimated usage". This is an incredibly alarming thing to hear as a resident of Gainesville, because 'estimated range' doesn't have any fixed numbers, and it could very well be a possibility that the data center exceeds the high end of this 'estimated usage'.

Furthermore, the developers have said that this data center will provide only 150 jobs, which is such a small number when compared to the thousands of people that call Gainesville home, and who could be facing a future where clean drinking water is in short supply. Not to mention the over 200,000 residents of Hall County that would feel the strain as well, along with our neighbors to the south of us, who rely on the steady water release from Lake Lanier for their own drinking water and to maintain their waterways.

As your constituent, I am strongly urging you to vote against Project Turbo, protecting Hall County's residents, our livelihoods, and our beautiful natural landscape.

Additionally, in a recent communication from Cameron Grogan and Chris Hoag they claim that "Gainesville DWR has said they can issue a not to exceed 200,000 gpd", but I do not see anything from Gainesville DWR in the documents provided to the public to verify their claim. I still do not think these developers have done enough to

address the concerns of other residents. I do not believe they are addressing our concerns in good faith. I would strongly discourage future projects with these developers.

Thank you so much for your time and consideration,

Lee Hughs

Outlook

(No subject)

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Tue 10/7/2025 3:35 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: ye [redacted]
Sent: Monday, October 6, 2025 9:01 PM
To: Beth Garmon (Planning) <bgarmon@hallcounty.org>
Subject:

You don't often get email from [redacted] Learn why this is important

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

Dear Beth Garmon

I am a Hall County tax payer and a resident of the City of Gainesville, and I am writing to you with concerns about the proposed data center, Project Turbo, that would be going up on O'Kelly road. It is a known fact that data centers consume massive amounts of water and electricity to function, and as a resident of the nearby city that this facility will be impacting, I believe it is my right to voice these concerns to you, our local government officials.

Not far from Hall County, Newton County to the south of Atlanta, is already facing water hardships brought about by the Meta data center that was built in the county in 2018. Residents report not having any water flowing through the taps, and also that the water is brown and filled with sediment, as the local water facilities are unable to meet the load the data center requires, while still providing vital service to the residents of Newton County.

In an article published September 15th on Fox 5, it is noted that the City of Gainesville has already told the developers that they will not be able to meet the data center's water requirements if, "…the data center reached the high end of its estimated usage". This is an incredibly alarming thing to hear as a resident of Gainesville, because 'estimated range' doesn't have any fixed numbers and it could very well be a possibility that the data center exceeds the high end of this 'estimated usage'.

Furthermore, the developers have said that this data center will provide only 150 jobs, which is such a small number when compared to the thousands of people that call Gainesville home, and who could be facing a future where clean drinking water is in short supply. Not to mention the over 200,000 residents of Hall County that would feel the strain as well, along with our neighbors to the south of us, who rely on the steady water release from Lake Lanier for their own drinking water and to maintain their waterways.

Project Turbo has claimed to bring in millions of dollars in revenue for the county, but I urge you to consider that the tourism Lake Lanier is able to sustain provides over 5 billion dollars annually to the county, as reported by the Greater Hall Chamber of Commerce. The data center project not only threatens the quality of life to residents of Gainesville and her surrounding areas, but also the thriving tourist

industry that many Hall County residents rely on, as the lake would face over harvesting to meet the needs of this data center.

As your constituent, I am strongly urging you to vote against Project Turbo, protecting Hall County's residents, our livelihoods, and our beautiful natural landscape.

Thank you so much for your time and consideration

Melany Vigil

Date: October 16, 2025
To: Hall County Board of Commissioners
From: Rick and Sandy LaPlante, Hall County Residents
Re: Project Turbo – Oct 23, 6pm Board of Commissioners Meeting

This is a respectful request to please table the proposed Data Center at 2400 O'Kelly Road during the Board of Commissioners Meeting on October 23 at 6pm. This project should not be voted upon without a transparent study on its full impact on our community. **This study should include how such a massive project impacts the infrastructure, the environment, and the finances of Hall County citizens.** To vote that this project move forward, before a full transparent study is done, would show complete disregard for local residents. Those same people who voted for you deserve at least equal consideration with the developers on this project.

Key Concerns

1. **Lack of Transparency and Rushed Approval**
   Limited details were provided to the Planning Commission before the project was moved forward -- what type of data center, who the end users are, and how this facility will affect local utilities and resources.

2. **Massive Energy Demands**
   Data centers operate 24/7 and consume enormous amounts of electricity. An increased power demand can drive up rates for local residents. (In other states the rates more than doubled with electricity costs transferred to residents as opposed to be covered by the ownership of the facility.) This burden is levied on all citizens, not just the few that benefit financially from this center.

3. **High Water Usage**
   Substantial amounts of water are required in the cooling systems of data centers. The applicant revised usage down to 225,000 gallons per day yet comparable centers consume easily 800,000 and up to 1 Million gallons per day. The lower estimate has no independent verification.

4. **Big Tech Lack of Accountability**
   Commonly major tech corporations operate through shell LLCs, concealing project details through NDAs and trade secret claims. Often communities are left in the dark about true costs and long-term impacts because they did not have a transparent study of impact prior to the project being in place.

5. **Tax Breaks Transferred to Local Taxpayers**
   Data Centers receive large sales tax exemptions on construction materials and equipment (GA House Bill 696) shifting the financial burden onto local taxpayers – while Big Tech companies reap the profits.

Please table Project Turbo until the County provides a full study on its environmental, financial, and infrastructure impacts and releases those details to the public.

Respectfully.

Rick LaPlante

Sandy LaPlante

Outlook

Project Turbo - Please Table this Proposal

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Fri 10/17/2025 9:41 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

1 attachment (153 KB)
ProjectTurbo.pdf;

-----Original Message-----
From: Sandy [redacted]
Sent: Thursday, October 16, 2025 7:30 PM
To: Jennifer Rivera (Administration) <jrivera@hallcounty.org>; Gregg Poole (County Commissioner) <gpoole@hallcounty.org>
Cc: Rick [redacted]
Subject: Project Turbo - Please Table this Proposal

[Some people who received this message don't often get email from [redacted]. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

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.

Date: October 16, 2025
To: Hall County Board of Commissioners
From: Rick and Sandy LaPlante, Hall County Residents
Re: Project Turbo – Oct 23, 6pm Board of Commissioners Meeting

This is a respectful request to please table the proposed Data Center at 2400 O’Kelly Road during the Board of Commissioners Meeting on October 23 at 6pm. This project should not be voted upon without a transparent study on its full impact on our community. This study should include how such a massive project impacts the infrastructure, the environment, and the finances of Hall County citizens. To vote that this project move forward, before a full transparent study is done, would show complete disregard for local residents. Those same people who voted for you deserve at least equal consideration with the developers on this project.

Key Concerns
* Lack of Transparency and Rushed Approval

Limited details were provided to the Planning Commission before the project was moved forward -- what type of data center, who the end users are, and how this facility will affect local utilities and resources.

* Massive Energy Demands

Data centers operate 24/7 and consume enormous amounts of electricity. An increased power demand can drive up rates for local residents. (In other states the rates more than doubled with electricity costs transferred to residents as opposed to be covered by the ownership of the facility.) This burden is levied on all citizens, not just the few that benefit financially from this center.

* High Water Usage

Substantial amounts of water are required in the cooling systems of data centers. The applicant revised usage down to 225,000 gallons per day yet comparable centers consume easily 800,000 and up to 1 Million gallons per day. The lower estimate has no independent verification.

* Big Tech Lack of Accountability

Commonly major tech corporations operate through shell LLCs, concealing project details through NDAs and trade secret claims. Often communities are left in the dark about true costs and long-term impacts because they did not have a transparent study of impact prior to the project being in place.

* Tax Breaks Transferred to Local Taxpayers

Data Centers receive large sales tax exemptions on construction materials and equipment (GA House Bill 696) shifting the financial burden onto local taxpayers – while Big Tech companies reap the profits.

Please table Project Turbo until the County provides a full study on its environmental, financial, and infrastructure impacts and releases those details to the public.

Respectfully.

Rick LaPlante

Sandy LaPlante

Outlook

Proposed Rezoning and Special use at 2400 Okelly Rd

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Thu 10/16/2025 8:42 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

-----Original Message-----
From: <
Sent: Wednesday, October 15, 2025 1:14 PM
To: Jennifer Rivera (Administration) <jrivera@hallcounty.org>
Subject: Proposed Rezoning and Special use at 2400 Okelly Rd

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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.

Dear Commissioners,

I am writing to strongly urge the board of commissioners to TABLE or NOT APPROVE the Rezoning and Special Use application for the proposed data center at 2400 Okelly Rd.

I have followed this project through the Planning Committee and am shocked at the rushed approval for this massive project. The applicant supplied limited details on several critical issues including what type of data center is proposed, who the end users are, and how this facility will affect local utilities and resources.

Data centers operate 24/7 and consume extraordinary amounts of electricity.
There has been no information on the amount of energy needed, how that affects infrastructure build out by Jackson EMC and who bears the extra cost. Ratepayers?

Cooling systems in data centers require substantial amounts of water.
Gainesville Water Resources (Nick Swafford) has confirmed that the City does not have adequate domestic water capacity for the proposed site at the requested 500,000 gpd. The applicant now claims a revised usage of 225,000 gallons per day, yet comparable data centers typically consume 800,000 to 1 million gallons daily. There is no independent verification to support their lower estimate and water supplies from Lake Lanier have suffered during drought.

Major tech corporations-such as Amazon, Google, Microsoft, Meta, and QTS-commonly operate through shell LLCs, concealing project details through NDAs and trade secret claims. Communities are often left in the dark about true costs and long-term impacts.

Under Georgia House Bill 696, data centers receive substantial sales tax exemptions on construction materials and equipment. These corporate tax breaks shift the financial burden onto local taxpayers, while Big Tech companies reap the profits.

In conclusion there are simply too many unanswered questions and issues to approve of this proposal. It needs to be voted down or tabled until additional facts, not estimates, can be presented to the public.

The fact that the sitting Chairman of the Planning Committee is the realtor who will benefit financially from this project stinks to high heaven!

According to a 2025 study by the Gerald R. Ford School of Public Policy, "While data centers can bring tax revenue and some jobs, the scale of their resource consumption often outweighs these benefits, leading to pressure on local resources and increased energy costs for residents."

Let me remind the commissioners, you are elected to serve the needs of the taxpayers and constituents of Hall County. This means putting the community as your first priority, not a hand full of realtors and developers who stand to make millions.

Ricki Hagen
Hall County GOP
6th Precinct Chairman

Outlook

NO to Data Center

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Wed 10/8/2025 4:22 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

1 attachment (75 KB)
Letter to County Commissioners.pdf;

-----Original Message-----
From: Gwen Ingram [redacted]
Sent: Wednesday, October 8, 2025 7:21 AM
Cc: Jennifer Rivera (Administration) <jrivera@hallcounty.org>
Subject: NO to Data Center

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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.

As a concerned Hall County Resident, I urge every member to vote NO on the proposed build for a data center in Hall County.

Hall County Should Say NO to Data Processing Center

Hall County should say NO to a new data center being proposed. A recently released report, from the University of Michigan, on the impact of comparable data centers shows the negative impacts outweigh the positive to rural and suburban areas.

1. **Environmental damage and habitat loss** would significantly impact our county. Local air/noise pollution harms wildlife and humans and negatively impacts quality of life.
2. **Increase local energy demand and will lead to higher utility costs.** The extensive and continuous power used at these centers force local companies to upgrade and/or buy more generation capacity. These costs will be passed on to residents and small businesses through higher rates.
3. **Extensive strain on water resources and local services** will strain local sewage and water facilities. We are already a community well aware of how droughts impact our county. We do not need a facility that uses massive amounts of water competing with residents who need a consistent water supply. While the city says it can handle the water, there is no guarantee that our water supply will remain consistent.
4. **Community and safety harms** will negatively impact our county. Security fencing reduces neighborhood livability and can depress property values. Outages, accidents, and cybersecurity incidents can disproportionately impact residents and businesses.
5. **Ineffective Tax Incentives:** Tax breaks for data centers do not deliver the promised economic benefits, such as high-paying jobs, and they reduce local tax revenues, while shifting financial burdens onto communities and schools. The corporations reap most of the tax incentives, while local communities carry the financial burden.

The evidence from existing data centers in Georgia, Illinois, Indiana, Iowa, Michigan, Nebraska, Utah, Virginia, and Washington show that communities are not benefiting. Local communities are sounding the alarm on the harm these data centers have caused their cities. No one is benefiting except for the corporations who have no vested interest in our community.

Hall County should just say NO to this center and put people over immediate profit.

Nguyen, Terry. “What Happens When Data Centers Come To Town.” Ford School Science,Technology, and Public Policy, July 2025. https://stpp.fordschool.umich.edu/sites/stpp/files/2025-07/stpp-data-centers-2025.pdf.

Outlook

Oppose Project Turbo

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Mon 10/13/2025 8:19 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: annabeljoyner.aj <[redacted]
Sent: Thursday, October 9, 2025 8:31 PM
To: Beth Garmon (Planning) <bgarmon@hallcounty.org>
Subject: Oppose Project Turbo

You don't often get email from [redacted] Learn why this is important

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

Dear Beth Garmon,
I am a Hall County tax payer and a resident of the City of Gainesville, and I am writing to you with concerns about the proposed data center, Project Turbo, that would be going up on O'Kelly road. It is a known fact that data centers consume massive amounts of water and electricity to function, and as a resident of the nearby city that this facility will be impacting, I believe it is my right to voice these concerns to you, our local government officials.
Not far from Hall County, Newton County to the south of Atlanta, is already facing water hardships brought about by the Meta data center that was built in the county in 2018. Residents report not having any water flowing through the taps, and also that the water is brown and filled with sediment, as the local water facilities are unable to meet the load the data center requires, while still providing vital service to the residents of Newton County.
In an article published September 15th on Fox 5, it is noted that the City of Gainesville has already told the developers that they will not be able to meet the data center's water requirements if, "…the data center reached the high end of its estimated usage". This is an incredibly alarming thing to hear as a resident of Gainesville, because 'estimated range' doesn't have any fixed numbers and it could very well be a possibility that the data center exceeds the high end of this 'estimated usage'.
Furthermore, the developers have said that this data center will provide only 150 jobs, which is such a small number when compared to the thousands of people that call Gainesville home, and who could be facing a future where clean drinking water is in short supply. Not to mention the over 200,000 residents of Hall County that would feel the strain as well, along with our neighbors to the south of us, who rely on the steady water release from Lake Lanier for their own drinking water and to maintain their waterways.
Project Turbo has claimed to bring in millions of dollars in revenue for the county, but I urge you to consider that the tourism Lake Lanier is able to sustain provides over 5 billion dollars annually to the county, as reported by the Greater Hall Chamber of Commerce. The data center project not only threatens the quality of life to residents of Gainesville and her surrounding areas, but also the thriving tourist industry that many Hall County residents rely on, as the lake would face over harvesting to meet the needs of this data center.
As your constituent, I am strongly urging you to vote against Project Turbo, protecting Hall County's residents, our livelihoods, and our beautiful natural landscape.
Thank you so much for your time and consideration

-Annabel Joyner
Resident of Gainesville, GA 30504

Outlook

Do Not Approve - Rezoning & Special Use for Proposed Data Center

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Thu 10/16/2025 8:41 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: M. Livesay
Sent: Wednesday, October 15, 2025 2:52 PM
To: Jennifer Rivera (Administration) <jrivera@hallcounty.org>
Subject: Do Not Approve - Rezoning & Special Use for Proposed Data Center

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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.

Dear Commissioners,

I am writing to strongly urge the Board of Commissioners to TABLE or NOT APPROVE the Rezoning and Special Use application for the proposed data center at 2400 Okelly Rd.

I have followed this project through the Planning Committee and am shocked at the rushed approval for this massive project. The applicant supplied limited details on several critical issues including what type of data center is proposed, who the end users are, and how this facility will affect local utilities and resources.

Data centers operate 24/7 and consume extraordinary amounts of electricity. There has been no information on the amount of energy needed, how that affects infrastructure build out by Jackson EMC and who bears the extra cost. Ratepayers?

Cooling systems in data centers require substantial amounts of water. Gainesville Water Resources (Nick Swafford) has confirmed that the City does not have adequate domestic water capacity for the proposed site at the requested 500,000 gpd. The applicant now claims a revised usage of 225,000 gallons per day, yet comparable data centers typically consume 800,000 to 1 million gallons daily. There is no independent verification to support their lower estimate and water supplies from Lake Lanier have suffered during drought.

Major tech corporations-such as Amazon, Google, Microsoft, Meta, and QTS-commonly operate through shell LLCs, concealing project details through NDAs and trade secret claims. Communities are often left in the dark about true costs and long-term impacts.

Under Georgia House Bill 696, data centers receive substantial sales tax exemptions on construction materials and equipment. These corporate tax breaks shift the financial burden onto local taxpayers, while Big Tech companies reap the profits.

The fact that the sitting Chairman of the Planning Committee is the realtor who will benefit financially from this project stinks to high heaven! Just on that fact alone, this proposed Data Center to the Planning Committee should have never seen the light of day.

According to a 2025 study by the Gerald R. Ford School of Public Policy, "While data centers can bring tax revenue and some jobs, the scale of their resource consumption often outweighs these benefits, leading to pressure on local resources and increased energy costs for residents."

Remember, you are elected to serve the needs of the taxpayers and constituents of Hall County!! This means putting the community as your first priority, not a handful of realtors and developers who stand to make millions.

In conclusion there are simply too many unanswered questions and issues to approve of this proposal. It needs to be voted down or tabled until additional facts, not estimates, can be widely presented to the public.

Thank you.

Maria Livesay
8308 Crest Village Circle
Flowery Branch, CA 30542

Outlook

Data center in Southeast Hall county

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Wed 10/8/2025 4:26 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

-----Original Message-----
From: Karis Lovell <[redacted]
Sent: Tuesday, October 7, 2025 11:35 PM
To: Open Records - Administration <orr_bocc@hallcounty.org>
Subject: Data center in Southeast Hall county

[Some people who received this message don't often get email from [redacted] Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

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 evening Ms. Rivera and Board of commissioners, after hearing the news of an AI data center being placed in my home of hall county which I've lived and planned to live my whole life, I am beginning to doubt if me and my family will further pursue our life here. With the progression of Hall co and its never ending upgrades I feel as though I can never feel quite at home anymore. So you can understand my frustration to hear that a center to fund artificial intelligence throughout the city is being planned. The toll this will take on our environment, fresh water, the lower and working class. I absolutely cannot stand for this whether I decide to stay or not, my neighbors and friends deserve a life with fresh clean accessible water, affordable housing, jobs with dignity and protection for immigrants. Keep Hall County safe, accepting and beautiful.

Outlook

Data center in hall county

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Thu 10/9/2025 10:58 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Karis Lovell
Sent:
To: Beth Garmon (Planning)
Subject: Fw: Data center in hall county

[You don't often get email from [redacted] Learn why this is important at https://aka.ms/LearnAboutSenderIdentification] 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 evening Ms. Garmon and Board of commissioners, after hearing the news of an AI data center being placed in my home of hall county which I've lived and planned to live my whole life, I am beginning to doubt if me and my family will further pursue our life here. With the progression of Hall co and its never ending upgrades I feel as though I can never feel quite at home anymore. So you can understand my frustration to hear that a center to fund artificial intelligence throughout the city is being planned. The toll this will take on our environment, fresh water, the lower and working class. I absolutely cannot stand for this whether I decide to stay or not, my neighbors and friends deserve a life with fresh clean accessible water, affordable housing, jobs with dignity and protection for immigrants. Keep Hall County safe, accepting and beautiful.

Outlook

Opposition to Project Turbo

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Thu 10/9/2025 10:59 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Marci Manglitz
Sent:
To: Beth Garmon (Planning)
Subject: Fw: Opposition to Project Turbo

You don't often get email from [redacted] Learn why this is important

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

Good afternoon. I work in Hall County and reside in a neighboring county.
I am writing you to urge you to opposed Project Turbo, the data center that is being planned for Hall Co.
Residents, with whom I work daily, already struggle to pay power bills from GA Power and there is no doubt that costs for powering the center will be relayed to consumers. Furthermore, the water supply here cannot sustain a data center of this size. Please look at what residents who have the misfortune to live near data centers like the one being planned say about their experience. This has no place here in a county that is growing as Hall is.
Thank you so much for considering my request to oppose this data center on behalf of myself and the residents of your county with whom I have spoken about the impact of this project.
Marci Manglitz
Lanier Technical College

AGENDA ITEM

Planning & Zoning

REPORT TO:	**Work Session (10/20/25)**
REPORT TO:	**Voting Meeting (10/23/25)**
ITEM NO:	588/2025
SUBJECT:	**5800 Lanier Islands Parkway | Rezone |** from Planned Commercial Development (PCD) to Light Industrial (I-1) | on a 3.58± acre tract located on the south side of Lanier Islands Parkway at its intersection with Beards Road | Zoned PCD; Tax Parcel 07329 004012 | **Proposed use: Uses permitted in I-1** | Commission District 2 | **Center Capital Partners, LLC**

Meetings:

Work Session Date: 10/20/25

Voting Meeting Date: 10/23/25

Executive Summary:

Presenter: BG

Recommendation:

Approval, with conditions

1. The property shall be developed in accordance with the site plan submitted July 31, 2025, and as described in the project narrative dated July 31, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. 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."
3. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to Environmental Health, the Fire Marshal, and Hall County Engineering.
4. Any repair or replacement fencing along Lanier Islands Parkway shall be decorative metal with regular brick columns no less than every fifty (50) feet. Replacement of fencing along all other property lines shall be constructed of standard wood fencing materials or vinyl-coated chain link with privacy slat inserts at a minimum but may also match the decorative metal fencing, at the owner's discretion.
5. The fence must be properly maintained by the owner.
6. Fencing shall be located 10 feet from the property line.
7. The setback from Beards Road shall be 55 feet from the centerline of the right-of-way.
8. Vehicle parking areas shall be paved with either asphalt or concrete.
9. Any outdoor lighting on the premises shall be non-spill type.
10. While inoperable vehicles as an ongoing storage activity is prohibited, it is anticipated that rental equipment might be in need of repair or decommissioning and may be stored on the site from time to time. Limited storage of those items is permitted, provided the equipment is not stored adjacent to Lanier Islands Parkway ("Holiday Road" as identified on the site plan) and is screened by an opaque fence a minimum of six (6) feet in height.
11. Plans for any further improvements or development of the property shall be submitted for review and appropriate permits obtained.
12. All conditions of zoning shall be made a part of any plat created for the property.
13. The applicant shall install a 10 foot planted strip inside or outside the existing fence, not on the right of way, parallel to Lanier Islands Parkway and approved by the Director of Planning and Zoning or their designee prior to the issuance of a business license.
14. All conditions of zoning shall be made a part of any plats or construction plans created for the property.
15. There shall be no outdoor storage of construction materials along Lanier Islands Parkway ("Holiday Road" as identified on the site plan).
16. The following uses shall be prohibited within the development:
    a. Cemetery, private
    b. Marina
    c. Commercial amusement indoor
    d. Concert hall, auditorium
    e. Indoor shooting range
    f. Hotels, motels
    g. Private morgues, mortuary, crematorium
    h. Psychic fortune teller
    i. Pawn shop, pawn broker, title pawn, title loan, check cashing
    j. Smoke or vape shop
    k. Truck stop
    l. All craft manufacturing
    m. Truck terminal
    n. All self-service storage
    o. All warehouse and distribution
    p. All waste related services
    q. Composting of organic materials
17. The development will be allowed 10 customer parking spaces as identified on the site plan to be located between the principal building and the street.
18. The hours of operation shall be limited to Monday through Friday 7:00 am to 5:00 pm.

Purpose of Request: **History:**

5800 Lanier Islands Parkway | Rezone | from Planned Commercial Development (PCD) to Light Industrial (I-1) | on a 3.58± acre tract located on the south side of Lanier Islands Parkway at its intersection with Beards Road | Zoned PCD; Tax Parcel 07329 004012 | **Proposed use: Uses permitted in I-1** | Commission District 2 | **Center Capital Partners, LLC**

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			
JR			

Attachments:
Board Memo
Recommendation Report
Application
Proffered Conditions
Narrative
Site Plan
Plat
Maps
Site Photos
Deed
Legal Description
Environmental Health Comment
GDOT Comment
Public Works Comment
Fire Comment
Notice Sign

HALL COUNTY
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GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

PLANNING AND ZONING
DIRECTOR
Beth Garmon

Hall County Government
PLANNING AND ZONING

To: David Gibbs, Chairman
Kathy Cooper, District 1 Commissioner
Billy Powell, District 2 Commissioner
Gregg Poole, District 3 Commissioner
Jeff Stowe, District 4 Commissioner

From: Beth Garmon, Director of Planning & Zoning

Date: October 6, 2025

Subject: **5800 Lanier Islands Parkway | Rezone |** from Planned Commercial Development (PCD) to Light Industrial (I-1) | on a 3.58± acre tract| Zoned PCD; Tax Parcel 07329 004012 | **Proposed use: Uses permitted in I-1 | Center Capital Partners, LLC**

The request before you is from Center Capital Partners, LLC to rezone from Planned Commercial Development (PCD) to Light Industrial (I-1) for uses permitted in I-1. This item is located within Commission District 2.

At their September 15, 2025 meeting, the Hall County Planning Commission voted to recommend **approval, with eighteen (18) conditions (3-1, Davidson opposed and Sosebee absent).**

Staff recommendation: **Approval, with conditions,** as the proposed zoning is consistent with the "Business Nodes & Corridors" future land use designation in the Comprehensive Plan and commercial nature of the surrounding properties.

There were **no comments submitted** in advance of the Planning Commission meeting and **three (3) people spoke in opposition during the public hearing.**

Planning Commission Conditions:

1. The property shall be developed in accordance with the site plan submitted July 31, 2025, and as described in the project narrative dated July 31, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. 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."

3. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to Environmental Health, the Fire Marshal, and Hall County Engineering.
4. Any repair or replacement fencing along Lanier Islands Parkway shall be decorative metal with regular brick columns no less than every fifty (50) feet. Replacement of fencing along all other property lines shall be constructed of standard wood fencing materials or vinyl-coated chain link with privacy slat inserts at a minimum but may also match the decorative metal fencing, at the owner's discretion.
5. The fence must be properly maintained by the owner.
6. Fencing shall be located 10 feet from the property line.
7. The setback from Beards Road shall be 55 feet from the centerline of the right-of-way.
8. Vehicle parking areas shall be paved with either asphalt or concrete.
9. Any outdoor lighting on the premises shall be non-spill type.
10. While inoperable vehicles as an ongoing storage activity is prohibited, it is anticipated that rental equipment might be in need of repair or decommissioning and may be stored on the site from time to time. Limited storage of those items is permitted, provided the equipment is not stored adjacent to Lanier Islands Parkway ("Holiday Road" as identified on the site plan) and is screened by an opaque fence a minimum of six (6) feet in height.
11. Plans for any further improvements or development of the property shall be submitted for review and appropriate permits obtained.
12. All conditions of zoning shall be made a part of any plat created for the property.
13. The applicant shall install a 10 foot planted strip inside or outside the existing fence, not on the right of way, parallel to Lanier Islands Parkway and approved by the Director of Planning and Zoning or their designee prior to the issuance of a business license.
14. All conditions of zoning shall be made a part of any plats or construction plans created for the property.
15. There shall be no outdoor storage of construction materials along Lanier Islands Parkway ("Holiday Road" as identified on the site plan).
16. The following uses shall be prohibited within the development:
    a. Cemetery, private
    b. Marina
    c. Commercial amusement indoor
    d. Concert hall, auditorium
    e. Indoor shooting range
    f. Hotels, motels
    g. Private morgues, mortuary, crematorium

h. Psychic fortune teller
i. Pawn shop, pawn broker, title pawn, title loan, check cashing
j. Smoke or vape shop
k. Truck stop
l. All craft manufacturing
m. Truck terminal
n. All self-service storage
o. All warehouse and distribution
p. All waste related services
q. Composting of organic materials

17. The development will be allowed 10 customer parking spaces as identified on the site plan to be located between the principal building and the street.
18. The hours of operation shall be limited to Monday through Friday 7:00 am to 5:00 pm.

HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT

Applicant ..... Center Capital Partners, LLC

Request ..... (A) **Rezone** | from Planned Commercial Development (PCD) to Light Industrial (I-1)

Proposed Use ..... (A) Uses permitted in I-1

Size ..... 3.58± acres

Zoning ..... **Current:** Planned Commercial Development (PCD) | **Proposed:** Light Industrial (I-1)

Location ..... **5800 Lanier Islands Parkway |** Tax parcel 07329 004012

Commission District ..... Two

Planning Commission Date ..... September 15, 2025

Staff Recommendation ..... **(A) Approval, with conditions,** as the proposed zoning is consistent with the "Business Nodes & Corridors" future land use designation in the Comprehensive Plan and commercial nature of the surrounding properties.

Record Number..... HZON25-0041

Planning Commission Recommendation..... **Approve, with conditions**

Vote: 3-1 (Davidson opposed, Sosebee absent)

Planning Commission Conditions:

1. The property shall be developed in accordance with the site plan submitted July 31, 2025, and as described in the project narrative dated July 31, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

2. 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:
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Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."

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    i. Pawn shop, pawn broker, title pawn, title loan, check cashing
    j. Smoke or vape shop
    k. Truck stop
    l. All craft manufacturing
    m. Truck terminal
    n. All self-service storage
    o. All warehouse and distribution
    p. All waste related services
    q. Composting of organic materials

17. The development will be allowed 10 customer parking spaces as identified on the site plan to be located between the principal building and the street.

18. The hours of operation shall be limited to Monday through Friday 7:00 am to 5:00 pm.

Excerpts from the minutes of the September 15, 2025 meeting

Applicant's Presentation:

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

Taylor Ewing, 5002 Clarks Bridge Road, Gainesville, presented the request and provided site photos. The applicant has submitted two concurrent requests: (A) request to rezone a 3.58± acre tract from Planned Commercial Development (PCD) to Light Industrial (I-1) to allow uses permitted in Light Industrial, and (B) a special use to allow for outdoor storage, vehicle sales, and vehicle repair, major within the Gateway Corridor Overlay District (GCOD). The site is currently developed and operating as a vehicle sales and construction equipment rental and sales facility. The subject property was approved by the Board of Commissioners for the amending of conditions of a Planned Commercial Development (PCD) on June 5, 2023, to allow vehicle sales and construction equipment rental & sales with 13 conditions (HZON23-0023).

Public Forum:

Bert Garcia, 2992 Beards Road, Buford, spoke in opposition. Mr. Garcia questioned what the applicant intends to do that qualifies as major vehicle repairs, and what the hours of operation would be. He stated there are semi-trucks going down Beards Road daily to this property. His other concerns are

increased noise pollution, air pollution and the disposal of waste. Mr. Garcia noted that the property has noisy alarms going off at the night as well as the weekend.

Kevin Clouse, 5835 Lanier Islands Parkway, Buford, spoke in opposition. Mr. Clouse stated the application does not match the character of the community. Concerns raised were that the proposal does not align with the current character of the community, increased afterhours noises, and the uncertainty of the applicant's intended changes. He also questioned why the rezoning is needed if the applicant does not intend to make any changes.

Umar Sayed, 5780 Holiday Road, Buford, spoke in opposition. Mr. Sayed stated he has spent time and resources to make improvements to his adjacent property and wants the applicant to do the same to their property. He commented that the industrial nature of the application is not compatible with the current adjacent properties.

Planning Commission Comments:

Mr. Braswell asked the applicant what the intended hours of operation would be. Ms. Ewing stated that the hours would be unchanged from how the business currently operates, however, she was unsure of what the current hours are and would be able to get that information. Mr. Braswell stated this was a key piece of information, and commented that the intended uses for the property were vague. Ms. Ewing stated that there would be no changes made while the current leaseholder is still on the property and the request was intended to address when the current lease ends. Mr. Castleberry asked if the applicant is the one leasing the property and Ms. Ewing clarified that the applicant is purchasing the property and the lease would continue until the term ends. Mr. Hunt asked if the applicant knows what other uses are planned after the current lease ends and Ms. Ewing stated they did not have current plans. She was unsure when the current lease ends. The Board discussed whether they had enough information to vote and proposed conditions as the proposal and possible uses were vague. Uses on this property would also be limited by the Gateway Corridor Overlay District (GCOD) requirements. Mr. Castleberry stated that he had determined the current business hours are listed as Monday through Friday 7:00 am to 5:00 pm. Mr. Braswell stated the conditions could address issues to the site plan that would need to be fixed and limit the uses of the property.

A
Motion: ***A motion to approve, with conditions was made by Stan Hunt and seconded by André Castleberry. Vote: 3-1 (Davidson opposed, Sosebee absent)***

B
Motion: ***A motion to approve, with conditions was made by Stan Hunt and seconded by André Castleberry. Vote: 3-1 (Davidson opposed, Sosebee absent)***

Conditions:

1. The property shall be developed in accordance with the site plan submitted July 31, 2025, and as described in the project narrative dated July 31, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

2. 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."

3. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to Environmental Health, the Fire Marshal, and Hall County Engineering.

4. Any repair or replacement fencing along Lanier Islands Parkway shall be decorative metal with regular brick columns no less than every fifty (50) feet. Replacement of fencing along all other property lines shall be constructed of standard wood fencing materials or vinyl-coated chain link with privacy slat inserts at a minimum but may also match the decorative metal fencing, at the owner's discretion.

5. The fence must be properly maintained by the owner.

6. Fencing shall be located 10 feet from the property line.

7. The setback from Beards Road shall be 55 feet from the centerline of the right-of-way.

8. Vehicle parking areas shall be paved with either asphalt or concrete.

9. Any outdoor lighting on the premises shall be non-spill type.

10. While inoperable vehicles as an ongoing storage activity is prohibited, it is anticipated that rental equipment might be in need of repair or decommissioning and may be stored on the site from time to time. Limited storage of those items is permitted, provided the equipment is not stored adjacent to Lanier Islands Parkway ("Holiday Road" as identified on the site plan) and is screened by an opaque fence a minimum of six (6) feet in height.

11. Plans for any further improvements or development of the property shall be submitted for review and appropriate permits obtained.

12. All conditions of zoning shall be made a part of any plat created for the property.

13. The applicant shall install a 10 foot planted strip inside or outside the existing fence, not on the right of way, parallel to Lanier Islands Parkway and approved by the Director of Planning and Zoning or their designee prior to the issuance of a business license.

14. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

15. There shall be no outdoor storage of construction materials along Lanier Islands Parkway ("Holiday Road" as identified on the site plan).

16. The following uses shall be prohibited within the development:

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    b. Marina
    c. Commercial amusement indoor
    d. Concert hall, auditorium
    e. Indoor shooting range
    f. Hotels, motels
    g. Private morgues, mortuary, crematorium
    h. Psychic fortune teller
    i. Pawn shop, pawn broker, title pawn, title loan, check cashing
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    k. Truck stop
    l. All craft manufacturing
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    n. All self-service storage
    o. All warehouse and distribution
    p. All waste related services
    q. Composting of organic materials

17. The development will be allowed 10 customer parking spaces as identified on the site plan to be located between the principal building and the street.

18. The hours of operation shall be limited to Monday through Friday 7:00 am to 5:00 pm.

(A) & (B) Staff recommends <u>APPROVAL</u> of the applicant's requests with the following conditions:

1. The property shall be developed in accordance with the site plan dated November 19, 2025, and as described in the project narrative dated July 31, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

2. 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."

3. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to Environmental Health, the Fire Marshal, and Hall County Engineering.

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5. The fence must be properly maintained by the owner.

6. Fencing shall be located 10 feet from the property line.

7. The setback from Beards Road shall be 55 feet from the centerline of the right-of-way.

8. Vehicle parking areas shall be paved with either asphalt or concrete.

9. Any outdoor lighting on the premises shall be non-spill type.

10. The following uses shall be prohibited: junk yard, salvage yard, pick and pull, storage of debris or inoperable vehicles.

11. While inoperable vehicles as an ongoing storage activity is prohibited, it is anticipated that rental equipment might be in need of repair or decommissioning and may be stored on the site from time to time. Limited storage of those items is permitted, provided the equipment is stored adjacent to the eastern interior side property line and is screened by an opaque fence a minimum of six (6) feet in height.

12. Plans for any further improvements or development of the property shall be submitted for review and appropriate permits obtained.

13. All conditions of zoning shall be made a part of any plat created for the property.

14. The applicant shall install a 10 foot planted strip inside or outside the existing fence, not on the right of way, parallel to Lake Lanier Islands Parkway and approved by the Director of Planning and Zoning or their designee prior to the issuance of a business license.

15. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

The following should be considered as exceptions to the Unified Development Code of Hall County, and shall warrant further determination by the Board should it choose to approve the submitted narrative and site plan:

1. **Section 6.2.5.B.2 – Site Development Standards -** Along street frontage there must be a landscape strip at least 10 feet in width except for perpendicular crossings for driveways and utilities.
    a. The applicant proposes outdoor storage along the street frontage without a landscape strip. **This does not meet the standard.**

2. **Section 6.2.5.C.2.e – Parking Lot Design -** Off-street parking must be located to the side or rear of the principal building and may not be located between the principal building and the street.
    - The applicant proposes 28 parking spaces identified on the site plan to be located between the principal building and the street. **This does not meet the standard.**

Summary Analysis

The applicant has submitted two concurrent requests: (A) request to rezone a 3.58± acre from Planned Commercial Development (PCD) to Light Industrial (I-1) to allow uses permitted in I-1, and (B) a special use to allow for outdoor storage, vehicle sales, and vehicle repair, major within the Gateway Corridor Overlay District (GCOD). The site is currently developed and operating as a vehicle sales and construction equipment rental and sales facility.

The subject property was approved by the Board of Commissioners for the amending of conditions of a Planned Commercial Development (PCD) on June 5, 2023, to allow vehicle sales and construction equipment rental & sales with following conditions (HZON23-0023):

1. Development is approved as generally shown on the concept plan and described in the revised project narrative dated June 2, 2023 modified as necessary for compliance with the conditions herein and development standards enforced at the time of site plan approval.
2. Any repair or replacement fencing along Lanier Islands Parkway shall be decorative metal with regular brick columns no less than every fifty (50) feet. Replacement of fencing along all other property lines shall be constructed of standard wood fencing materials or vinyl-coated chain link with privacy slat inserts at a minimum but may also match the decorative metal fencing, at the owner's discretion.
3. The fence must be properly maintained by the owner (1997).
4. Fencing shall be located 10 feet from the property line (1997).
5. The setback from Beards Road shall be 55 feet from the centerline of the right-of-way (1997).
6. Vehicle parking areas shall be paved with either asphalt or concrete (2004).
7. Any outdoor lighting on the premises shall be non-spill type (2004).
8. The applicable bulk and development standards in the Suburban Shopping district (S-S) shall apply.

9. The following uses shall be prohibited: junk yard; salvage yard; pick and pull; storage of debris; or inoperable vehicles.
10. While inoperable vehicles as an ongoing storage activity is prohibited, it is anticipated that rental equipment might be in need of repair or decommissioning and may be stored on the site from time to time. Limited storage of those items is permitted, provided the equipment is stored adjacent to the eastern interior side property line and is screened by an opaque fence a minimum of six (6) feet in height.
11. Plans for any further improvements or development of the property shall be submitted for review and appropriate permits obtained.
12. All conditions of zoning shall be made a part of any plat created for the property.
13. The applicant shall install a 10 foot planted strip inside or outside the existing fence, not on the right of way, parallel to Lake Lanier Islands Parkway and approved by the Planning Director prior to the issuance of a business license.

The surrounding properties are zoned and developed as outlined below:

North: Highway Business (H-B); Developed with boat sales and repair business, and a convenience store
Planned Commercial Development (PCD) – Developed for commercial uses
East: Suburban Shopping (S-S) – Developed with boat sales business;
Highway Business (H-B) – Developed with a boat repair business
South: Planned Commercial Development (PCD) – Developed with boat & RV storage
West: Light Industrial (I-1) – Developed for equipment rental/leasing;
Agricultural Residential 1 (AR-1) – Developed with single-family residence or vacant

Per the submitted narrative, the applicant is requesting to rezone the subject parcel to Light Industrial (I-1) from a Planned Commercial Development (PCD) zoning district in order to allow permitted uses for the property. The applicant further requests that certain uses designated as special uses within the Gateway Corridor Overlay District (GCOD) be permitted, as these uses are consistent with adjacent properties. These uses include: fleet parking and maintenance equipment parking for telecom installation businesses, utility companies, landscaping companies, delivery service vans, boat sales, rentals and maintenance, sales and storage of construction equipment, and outdoor storage for construction materials such as lumber, fencing, metal panels, piping, tile & stone.

Per the submitted site plan, existing conditions on the property include two metal buildings, three metal/steel canopies, and a chainlink fence along the perimeter. The applicant proposes locating the majority of the outdoor storage along the frontages of Holiday Road and Beards Road and does not propose any landscaping in these areas. The site plan shows 28 parking spaces designated for customer and employee use.

The development standards for the project are identified in the table below and compared to the GCOD requirements:

GCOD Analysis

Standard	Proposed	Notes	Compliance

6.2.5.A.– Transitional buffers	None	Walls or fences required to screen loading and service areas, outdoor storage, and accessory equipment required.	**Deficient**
6.2.5.B.1 – Additional Landscape and Screening	None	Proposes the majority of outdoor storage along the Holiday Road and Beards Road frontages without frontage landscaping.	**Deficient**
6.2.5.C.1 – Parking Lot Design - Required # of Parking Spaces	28 parking spaces proposed around the front and side of metal building	End users are unknown. Parking calculations are dependent on uses.	Unknown
6.2.5.C.2.d – Parking Lot Design - Surface	No additional parking spaces are proposed	All parking areas must be paved with asphalt, concrete or pervious materials approved by the director.	Complies
6.2.5.C.2.e – Parking Lot Design - Location	28 parking spaces on the site plan are proposed between the primary building and the street	Off-street parking must be located to the side or rear of the principal building and may not be located between the building and the street.	**Deficient**
6.2.5.D – Outdoor lighting	Unknown	Shall comply with GCOD standards.	Unknown
6.2.6.A.4 – Architectural Standards	No changes are proposed to the building		**Deficient**
6.2.7 – Signs	Unknown	Signage shall comply with GCOD standards.	Unknown

Based on the future land use plan, staff finds the requested rezoning *is consistent* with the Hall County Comprehensive Plan and the future land use designation of Business Nodes & Corridors. Many of the county's major roadways have strong connections to infrastructure, employment, and housing, making them desirable for larger scale commercial development. New development along these major road corridors and intersections should consist of higher-intensity commercial uses, low-intensity, consumer-facing industrial uses that house businesses that serve nearby communities, and some higher density residential where appropriate.

Zoning Analysis

When considering a zoning amendment to the zoning maps, the Planning Commission must study the need and justification for the change based on a determination of the facts applicable to the particular case, and the following general lines of inquiry must be considered:

a) Whether the zoning proposal will permit a use that is suitable in view of the use, development and zoning of adjacent and nearby property; **The proposed rezoning is suitable in view of the use and development of adjacent and nearby properties. The surrounding area consists of a variety of land uses which include residential, agricultural, industrial, and commercial uses. However, the proposal would need significant modification to the site plan to meet the Gateway Corridor Overlay Districts standards.**

b) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **No, it is not anticipated that the proposed rezoning will adversely affect nearby properties is proper landscaping and fencing is installed and 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; **If approved, the use is not anticipated to cause an excessive or burdensome use of the existing streets, transportation facilities, utilities, schools, police protection, fire protection, public facilities, or emergency medical service.**

e) Whether the zoning proposal is in conformity with the policy and intent of the future land use plan for the physical development of the area **The proposed zoning is consistent with the intent of the Business Nodes and Corridors future land use designations in the Comprehensive Plan.**

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 property is currently developed and operating as vehicle sales and construction equipment rental and sales facility.**

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; **No, this would not create an isolated district unrelated to the surrounding districts.**

l) Whether the present zoning district boundaries are illogically drawn in relation to existing conditions in the area; **There is no evidence that the present zoning district boundaries are illogically drawn.**

m) Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **The request does not appear to be out of scale with the needs of the immediate neighborhood or the county as a whole.**

n) Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **There are other properties within the County that support industrial uses based on the Future Land Use Map and existing zoning map.**

o) Whether the need for rezoning could be handled instead by a variance request to the Planning Commission; **The request could not be handled alternatively as a variance.**

p) Whether there would be an ecological or pollution impact resulting from major modifications to the land if the request is granted; **Any land disturbance activities on the property shall be required to go through the land development permitting process, and as a result are subject to local, state, and federal regulations. As a result, there 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 August 13, 2025, Emily McGahee stated, "Please be advised that a septic repair permit was issued in 2019; however, the repair was not installed and the permit expired. The existing septic system (located northwest pf the main building) is covered in its entirety with concrete. Future repair of the system will require permanent removal of the concrete in the area of repair installation.

Georgia Department of Transportation
In an email dated August 18, 2025, Nakia Nembhard, GDOT Civil Engineer 3, stated that GDOT coordination is required.

Hall County Public Works and Utilities
In a memo dated August 15, 2025, Bill Nash, Director of Public Works and Utilities, provided the following comments:

Engineering:
This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.

Traffic:
GDOT permit may be required

Utilities
Buford sewer area.

Hall County Fire Marshal

In an email dated August 13, 2025, John Hornick, NPQ Fire Service Plans Examiner 1, stated, "(A) The Hall County Fire Marshal's Office has no comments as proposed. (B) The Hall County Fire Marshal's Office has no comments as proposed."

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

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ZONING APPLICATION

Applicant (Name & Mailing Address)

Center Capital Partners LLC
9355 Wilshire Blvd., Suite 350
Beverly Hills, CA 90210
Phone 310-456-1000
Email Address jmcnamee@centercp.com

Property Owner (Name & Mailing Address)

Marinemax of Georgia, Inc. n/k/a Marinemax East, Inc.
501 Brooker Creek Blvd.
Oldsmar, FL 34677
Phone 813-3887-6938
Email Address coy.lowrey@matthews.com

Proposed Use: Permitted uses within Light Industrial classification.

Contact Person (Name & Mailing Address)

Walker, Ball & Dimo, LLC - Carla J. Walker, Esq.
340 Jesse Jewell Pkwy SE, Suite 650
Gainesville, GA 30501
Phone 678-940-3990
Email Address carla@wbdlawfirm.com

Status of Applicant

☐ Owner
☒ Option to Purchase
☐ Area Resident
☐ Other

Requested Action

Existing Zoning: PCD
Rezone to: I-1
Fee:$
Receipt #:
Check #:

Tax Parcel Number 07329 004012
Acreage 3.58 acres
Location Address 5800 Lanier Islands Pkwy, Buford, GA

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

Sign _____ Date: 07/17/25
Center Capital Partners, LLC
By: Alexander Valner

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: _____

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AUTHORIZATION OF PROPERTY OWNERS

Note: If the applicant is the property owner, please disregard this form.

Name of owner(s) Marinemax of Georgia, Inc. n/k/a Marinemax East, Inc.

Address 501 Brooker Creek Blvd.

Oldsmar, FL 34677

Phone Number 813-387-6938

Name of applicant(s) Center Capital Partners LLC

Address 9355 Wilshire Blvd., Suite 350

Beverly Hills, CA 90210

Phone Number 310-456-1000

I swear that I am the owner of the property which is the subject matter of the attached applications as shown in the records of Hall County, Georgia.

I authorize the person named above to act as applicant in the pursuit of a rezoning, permissive use, or variance of this property.

Signature of Owner(s)

Personally appeared before me

Michael H. McLamb

who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Rachel Bigge
Notary Public

07-17-2025
Date

RACHEL BIGGE
Notary Public
State of Florida
Comm# HH212307
Expires 1/2/2026

GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

HOME (/)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	**MARINEMAX EAST, INC.**	Control Number:	**07067690**
Business Type:	**Foreign Profit Corporation**	Business Status:	**Active/Compliance**
Business Purpose:	**NONE**		
Principal Office Address:	**501 Brooker Creek Blvd., Oldsmar, FL, 34677, USA**	Date of Formation / Registration Date:	**8/7/2007**
Jurisdiction:	**Delaware**	Last Annual Registration Year:	**2025**

REGISTERED AGENT INFORMATION

Registered Agent Name: **Corporate Creations Network Inc.**

Physical Address: **2985 Gordy Parkway, 1st Floor, Marietta, GA, 30066, USA**

County: **Cobb**

OFFICER INFORMATION

Name	Title	Business Address
Michael H McLamb	CFO	501 Brooker Creek Blvd., Oldsmar, FL, 34677, USA
Michael H McLamb	Secretary	501 Brooker Creek Blvd., Oldsmar, FL, 34677, USA
Michael H. McLamb	CEO	501 Brooker Creek Blvd., Oldsmar, FL, 34677, USA

Back

Filing History Name History

Return to Business Search

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Report a Problem?

Control No. **07067690**

STATE OF GEORGIA

Secretary of State

Corporations Division
315 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF MERGER

I, **Karen C Handel**, the Secretary of State and the Corporations Commissioner of the State of Georgia, do hereby issue this certificate pursuant to Title 14 of the Official Code of Georgia annotated certifying that articles or a certificate of merger and fees have been filed regarding the merger of the below entities, effective as of 09/30/2007. Attached is a true and correct copy of the said filing.

Surviving Entity:
MARINEMAX EAST, INC., a Delaware Profit Corporation

Nonsurviving Entity/Entities:
MARINEMAX OF GEORGIA, INC., a Georgia Profit Corporation

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on September 30, 2007

Karen C Handel
Secretary of State

PLANNING AND DEVELOPMENT DEPARTMENT
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t 770-531-6809 | f 770-531-3902

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CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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

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:** 07/17/2025

Applicant's/Owner's Name (Printed): Center Capital Partners LLC by ALEXANDER VALNER

PLANNING AND DEVELOPMENT DEPARTMENT
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Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/Owner's Signature: _____ **Date:** 07-17-2025

Applicant's/Owner's Name (Printed): Marinemax East, Inc. by Michael H. McLamb, ~~CEO~~ President

1. The property shall be ~~developed~~ used in accordance with the site plan dated November 19, ~~2025~~1995, and as described in the project narrative dated July 31, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

2. 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."

3. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to Environmental Health, the Fire Marshal, and Hall County Engineering.

4. Any repair or replacement fencing along Lanier Islands Parkway shall be decorative metal with regular brick columns no less than every fifty (50) feet. Replacement of fencing along all other property lines shall be constructed of standard wood fencing materials or vinyl coated chain link with privacy slat inserts at a minimum but may also match the decorative metal fencing, at the owner's discretion.

5. The fence must be properly maintained by the owner.

~~6. Fencing shall be located 10 feet from the property line.~~

~~7~~6. The setback from Beards Road shall be 55 feet from the centerline of the right of way.

~~8~~7. Vehicle parking areas shall be paved with either asphalt or concrete.

~~9~~8. Any outdoor lighting on the premises shall be non-spill type.

~~10~~9. The following uses shall be prohibited: junk yard, salvage yard, pick and pull, storage of waste debris or inoperable vehicles.

~~11~~10. While inoperable vehicles as an ongoing storage activity is prohibited, it is anticipated that rental equipment might be in need of repair or decommissioning and may be stored on the site from time to time. Limited storage of those items is permitted, provided the equipment is stored adjacent to the ~~eastern~~ southern interior side property line and is screened by an opaque fence a minimum of six (6) feet in height along southern boundary line.~~.~~

~~12~~11. Plans for any further improvements or development of the property shall be submitted for review and appropriate permits obtained.

~~13~~12. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

~~14~~13. The applicant shall install a ~~10 foot~~ planted strip inside or outside the existing fence, not on the right of way, parallel to Lake Lanier Islands Parkway and approved by the Director of Planning and Zoning or their designee prior to the issuance of any new business license.

~~15. All conditions of zoning shall be made a part of any plats or construction plans created for the property.~~

The following should be considered as exceptions to the Unified Development Code of Hall County, and shall warrant further determination by the Board should it choose to approve the submitted narrative and site plan:

1. Section 6.2.5.B.2: Site Development Standards Along street frontage there must be a landscape strip at least 10 feet in width except for perpendicular crossings for driveways and utilities.

    a. The applicant proposes outdoor storage along the street frontage without a landscape strip. This does not meet the standard.

2. Section 6.2.5.C.2.e: Parking Lot Design Off street parking must be located to the side or rear of the principal building and may not be located between the principal building and the street.

    a. The applicant proposes ~~28~~10 parking spaces identified on the site plan to be located between the principal building and the street. This does not meet the standard.

CENTER CAPITAL

Summary of Application (*revised as of 7/31/2025*):

- Property: 3.58 acres located at 5800 Lanier Islands Parkway, Buford, Georgia.
- Current Zoning Designation: PCD in Gateway Corridor Overlay District.
- Proposed Use: Permitted uses within Light Industrial classification, including current use.

- NOTE: Specific permission (via a Conditional Use Application) for the approval of each of the uses listed below is being requested due to this property lying within the Gateway Corridor Overlay District.

- Requested Zoning: I-1 to allow for commercial and light industrial uses serving economic and growth and/or supporting recreation around Lake Lanier.

Narrative (*revised as of 7/31/2025*):

The property located at 5800 Lanier Islands Parkway is surrounded by neighboring commercial businesses, significant road frontage and two large utility easements.

Specific Uses being requested (due to Gateway Corridor Overlay District):

- Vehicle sales and construction equipment rentals (i.e. current use).
- Fleet parking and maintenance-equipment parking for telecom installation businesses, utility companies, landscaping companies, and delivery service vans.
- Boat sales, rentals and maintenance.
- Sales and storage of construction equipment.
- Outdoor storage for construction materials and such as lumber, fencing, metal panels, piping, tile & stone.

The requested uses above are either insulated from direct view by fencing and landscaping and/or would not create a negative impact due, in part, to the proximity of the property to end of parkway (i.e. less traveled portion of roadway), its surrounded easements and storage facility neighbors.

CENTER CAPITAL

Summary of Application (*revised as of 7/31/2025*):

- Property: 3.58 acres located at 5800 Lanier Islands Parkway, Buford, Georgia.
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- Requested Zoning: I-1 to allow for commercial and light industrial uses serving economic and growth and/or supporting recreation around Lake Lanier.

Narrative (*revised as of 7/31/2025*):

The property located at 5800 Lanier Islands Parkway is surrounded by neighboring commercial businesses, significant road frontage and two large utility easements. Light Industrial uses are a natural fit for this parcel. The current use of the property for vehicle sales and construction equipment rentals and sales is a Light Industrial use and is expected to continue for many years.

The change in zoning classification being requested herein (i.e. from PCD to I-1) is not to create a new or different use of the property, rather it is to establish a category of other approved uses that already exists and should be afforded this property.

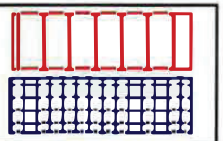
No changes to location or size of the existing structures or the layout of this lot are being requested.

In support of economic growth in this part of the County, the following potential uses for this specific site should be permitted without further rezoning requests, for example: Fleet parking and maintenance-equipment parking for telecom installation businesses, utility companies, landscaping companies, and delivery service vans; Boat sales, rentals and maintenance; Sales and storage of construction equipment; and Outdoor storage for construction materials and such as lumber, fencing, metal panels, piping, tile & stone.

At present, the PCD classification is extremely restrictive and significantly affects the ability of this parcel to cater to needs of the businesses and economy around it.

LEGEND: Employee / Customer Parking

Area for outdoor of all Requested Uses



NOTES:

THIS PROPERTY IS NOT LOCATED WITHIN A FLOOD HAZARD AREA AS PER FIRM FLOOD INSURANCE RATE MAP OF HALL COUNTY, GEORGIA COMMUNITY PANEL NO. 130466 0300E EFFECTIVE DATE: MARCH 21, 2000

EQUIPMENT USED FOR MEASUREMENT: TOPCON G.T.S. 303.

IN MY OPINION, THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED, & HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW.

AREA: 3.58 ACRES
155,821 SQUARE FEET

ZONING AND SETBACKS:

CURRENT HALL COUNTY ZONING:
PLANNED COMMERCIAL DEVELOPMENT (PCD)
SETBACKS:
REFER TO HALL COUNTY CONDITIONS

REFERENCES:

1. STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLANS FOR LAKE LANIER ACCESS ROAD (PROJ. # AHL-347 (7)) (P.I. # 170735)
2. PLAT PREPARED BY PATTON-PATTON INC. FOR WHITMORE ENTERPRISES, INC. DATED 11-10-95, REVISED 7-30-96, 1.66 ACRES.
3. PLAT PREPARED BY PATTON-PATTON INC. FOR SUNTRUST BANK OF NORTHEAST GA., NA, DATED 11-10-95, 0.90 ACRES.
4. PLAT PREPARED BY PATTON-PATTON INC. FOR SUNTRUST BANK OF NORTHEAST GA., NA, DATED 11-10-95, 1.02 ACRES.
5. PLAT PREPARED BY PATTON-BOYER, INC. FOR PHILLIP J. MARKERT, DATED 3-31-95, REVISED 5-5-03, 8.06 ACRES.
6. PLAT SLIDE 429, PAGE 130A
7. DEED BOOK 4139, PAGES 291-293
8. DEED BOOK 2359, PAGE 130.
9. DEED BOOK 3392, PAGES 250-251.

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 64,085 FEET AND AN ANGULAR ERROR OF 00°00'05" PER ANGLE POINT, AND WAS ADJUSTED USING LEAST SQUARES RULE. PARTY: W.W. C.M.

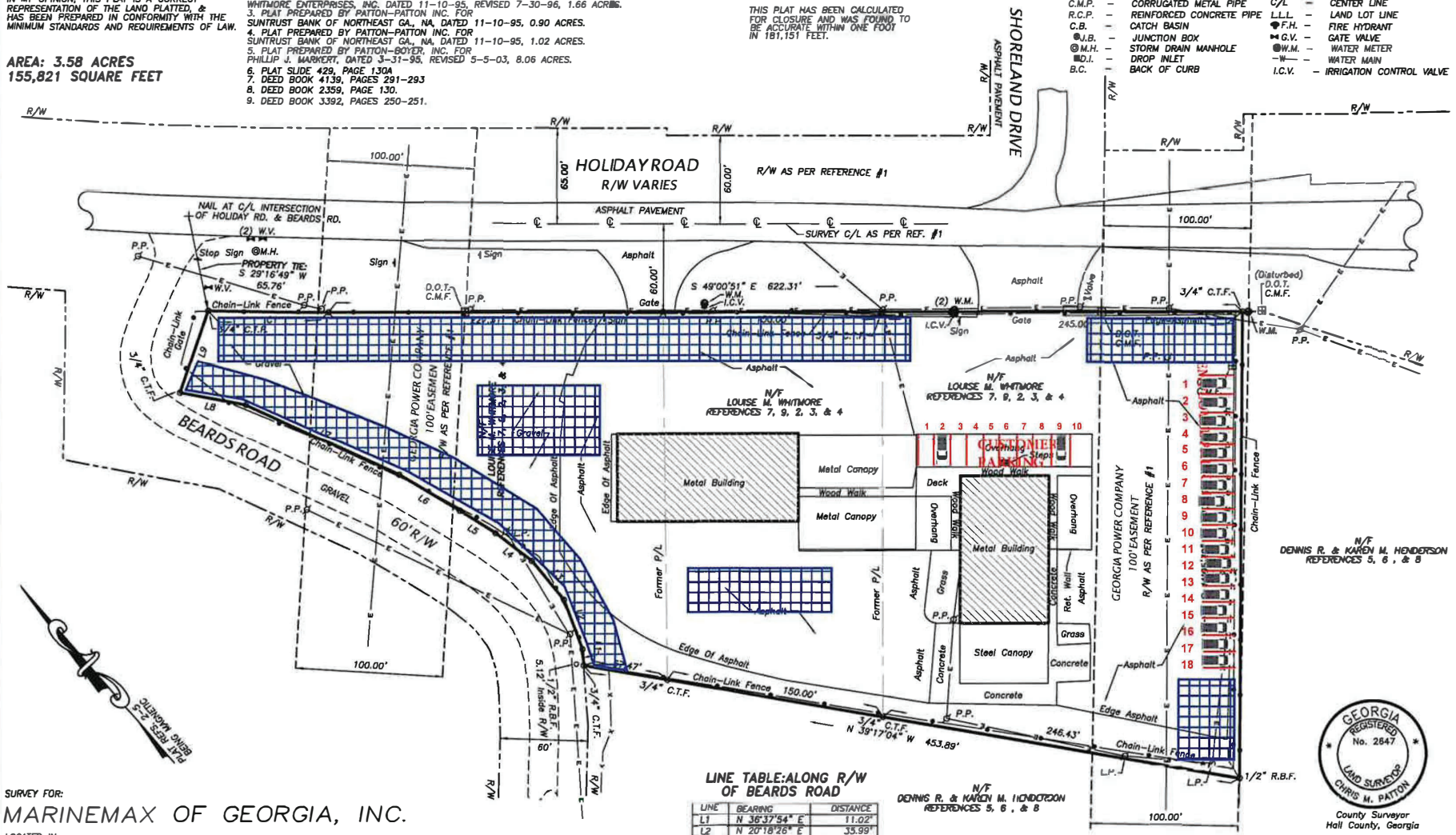
THIS SURVEY WAS NOT PREPARED FROM THE AID OF A TITLE SEARCH AND IS SUBJECT TO ANY RESTRICTIONS OR EASEMENTS THAT MIGHT BE RECORDED.

THIS PLAT OR SURVEY IS FOR THE EXCLUSIVE USE OF THE PARTY OR PARTIES LISTED UNDER THE CAPTION "SURVEY FOR:". ANY THIRD PARTY USE TO BE AT THEIR OWN RISK.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND WAS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 181,151 FEET.

LEGEND:

D.I.P.	DUCTILE IRON PIPE	⊙ I.P.F.	IRON PIN FOUND
PVC	POLYVINYL CHLORIDE PIPE	⊙ C.T.F.	CRIMPED TOP PIN FOUND
⌀P.P.	POWER POLE	⊙R.B.F.	REBAR PIN FOUND
⌀S.P.	SERVICE POLE	⊙R.B.S.	REBAR PIN SET
⌀T.P.	TELEPHONE POLE	⊙O.T.F.	OPEN TOP FOUND
□P.B.	POWER TRANSFORMER BOX	Δ A.I.F.	ANGLE IRON FOUND
▣T.R.	TELEPHONE RISER	⊞C.M.F.	CONCRETE MONUMENT FOUND
-E-	ELECTRICAL LINE	P/L	PROPERTY LINE
-T-	TELEPHONE CABLE	R/W	RIGHT OF WAY
-G-	GAS MAIN	N/F	NOW OR FORMERLY
C.M.P.	CORRUGATED METAL PIPE	C/L	CENTER LINE
R.C.P.	REINFORCED CONCRETE PIPE	L.L.L.	LAND LOT LINE
C.B.	CATCH BASIN	F.H.	FIRE HYDRANT
J.B.	JUNCTION BOX	G.V.	GATE VALVE
M.H.	STORM DRAIN MANHOLE	W.M.	WATER METER
D.I.	DROP INLET	-W-	WATER MAIN
B.C.	BACK OF CURB	I.C.V.	IRRIGATION CONTROL VALVE



LINE TABLE:ALONG R/W OF BEARDS ROAD

LINE	BEARING	DISTANCE
L1	N 36°37'54" E	11.02'
L2	N 20°18'26" E	33.99'
L3	N 01°02'42" E	34.80'
L4	N 11°33'44" W	31.10'
L5	N 16°57'49" W	28.68'
L6	N 18°19'04" W	48.04'
L7	N 24°17'21" W	114.94'
L8	N 38°10'58" W	45.58'
L9	N 59°45'39" E	58.75'

CURVE TABLE:

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	2998.25'	81.99'	81.99'	S 48°13'48" E	01°34'01"

SURVEY FOR:

MARINEMAX OF GEORGIA, INC.

LOCATED IN:
LAND LOT 329, 7th LAND DISTRICT
HALL COUNTY, GEORGIA

SCALE: 1" = 50'

ORIGINAL PLAT DATE: 11 - 10 - 1995
REVISED PLAT DATE: 07 - 30 - 1996 (IMPROVEMENTS)
REVISED SURVEY DATE: 11 - 11 - 2003
REVISED PLAT DATE: 11 - 19 - 2003 (IMPROVEMENTS & COMBINE 3 TRACTS)

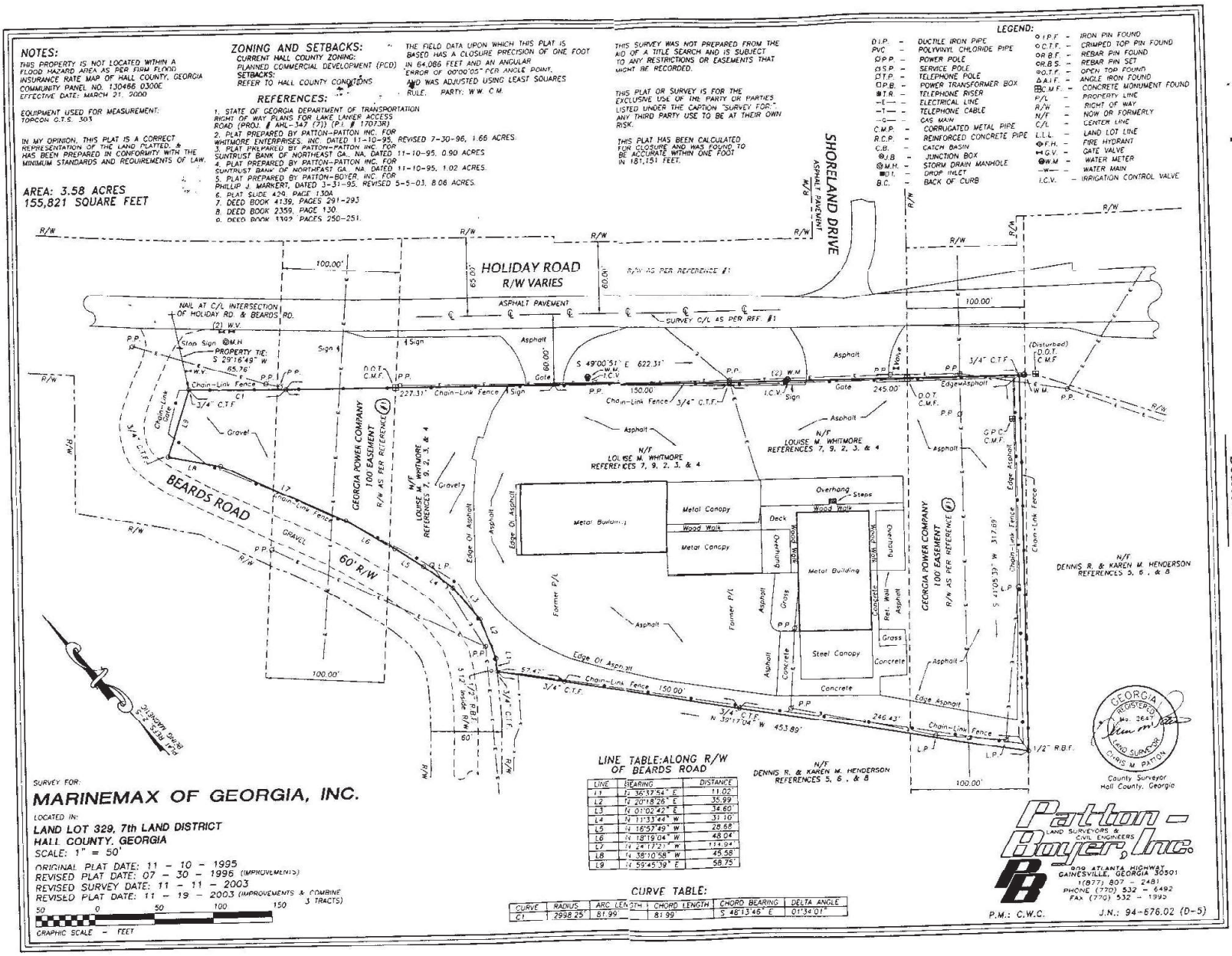
50 0 100 150
1" = 150'-0"
GRAPHIC SCALE - FEET

GEORGIA REGISTERED No. 2647 LAND SURVEYOR CHRIS M. PATTON
County Surveyor
Hall County, Georgia

Patton - Boyer, Inc.
LAND SURVEYORS & CIVIL ENGINEERS
909 ATLANTA HIGHWAY
GAINESVILLE, GEORGIA 30501
1(877) 807 - 2481
PHONE (770) 532 - 6482
FAX (770) 532 - 1995

P.M.: C.W.C. J.N.: 94-676.02 (D-5)

09.15.2025 - Item 9


NOTES:
THIS PROPERTY IS NOT LOCATED WITHIN A FLOOD HAZARD AREA AS PER FIRM FLOOD INSURANCE RATE MAP OF HALL COUNTY, GEORGIA COMMUNITY PANEL NO. 130466 0300E EFFECTIVE DATE: MARCH 21, 2000
EQUIPMENT USED FOR MEASUREMENT: TOPCON G.T.S. 303
IN MY OPINION, THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED, & HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW.
AREA: 3.58 ACRES
155,821 SQUARE FEET
ZONING AND SETBACKS:
CURRENT HALL COUNTY ZONING:
PLANNED COMMERCIAL DEVELOPMENT (PCD)
SETBACKS:
REFER TO HALL COUNTY CONDITIONS
REFERENCES:
1. STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLANS FOR LAKE LANIER ACCESS ROAD (PROJ. # AHL-347 (7)) (P.I. # 170739)
2. PLAT PREPARED BY PATTON-PATTON INC. FOR WHITMORE ENTERPRISES, INC. DATED 11-10-95, REVISED 7-30-96, 1.66 ACRES.
3. PLAT PREPARED BY PATTON-PATTON INC. FOR SUNTRUST BANK OF NORTHEAST GA., NA. DATED 11-10-95, 0.90 ACRES
4. PLAT PREPARED BY PATTON-PATTON INC. FOR SUNTRUST BANK OF NORTHEAST GA. NA. DATED 11-10-95, 1.02 ACRES.
5. PLAT PREPARED BY PATTON-BOYER, INC. FOR PHILLIP J. MARKERT, DATED 3-31-95, REVISED 5-5-03, 8.06 ACRES.
6. PLAT SLIDE 429, PAGE 130A.
7. DEED BOOK 4139, PAGES 291-293
8. DEED BOOK 2359, PAGE 130.
9. DEED BOOK 3392, PAGES 250-251.
THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 64,086 FEET AND AN ANGULAR ERROR OF 00°00'05" PER ANGLE POINT, AND WAS ADJUSTED USING LEAST SQUARES RULE. PARTY: W.W. C.M.
THIS SURVEY WAS NOT PREPARED FROM THE AID OF A TITLE SEARCH AND IS SUBJECT TO ANY RESTRICTIONS OR EASEMENTS THAT MIGHT BE RECORDED.
THIS PLAT OR SURVEY IS FOR THE EXCLUSIVE USE OF THE PARTY OR PARTIES LISTED UNDER THE CAPTION "SURVEY FOR:" ANY THIRD PARTY USE TO BE AT THEIR OWN RISK.
THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND WAS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 181,151 FEET.
LEGEND:
D.I.P. - DUCTILE IRON PIPE
PVC - POLYVINYL CHLORIDE PIPE
P.P. - POWER POLE
S.P. - SERVICE POLE
T.P. - TELEPHONE POLE
P.B. - POWER TRANSFORMER BOX
T.R. - TELEPHONE RISER
E - ELECTRICAL LINE
T - TELEPHONE CABLE
G - GAS MAIN
C.M.P. - CORRUGATED METAL PIPE
R.C.P. - REINFORCED CONCRETE PIPE
C.B. - CATCH BASIN
J.B. - JUNCTION BOX
S.M.H. - STORM DRAIN MANHOLE
D.I. - DROP INLET
B.C. - BACK OF CURB
I.P.F. - IRON PIN FOUND
C.T.F. - CRIMPED TOP PIN FOUND
R.B.F. - REBAR PIN FOUND
R.B.S. - REBAR PIN SET
O.T.F. - OPEN TOP FOUND
A.I.F. - ANGLE IRON FOUND
C.M.F. - CONCRETE MONUMENT FOUND
P/L - PROPERTY LINE
R/W - RIGHT OF WAY
N/F - NOW OR FORMERLY
C/L - CENTER LINE
L.L.L. - LAND LOT LINE
F.H. - FIRE HYDRANT
G.V. - GATE VALVE
W.M. - WATER METER
W - WATER MAIN
I.C.V. - IRRIGATION CONTROL VALVE
SHORELAND DRIVE
ASPHALT PAVEMENT
R/W
HOLIDAY ROAD
R/W VARIES
65.0'
60.0'
R/W AS PER REFERENCE #1
NAIL AT C/L INTERSECTION OF HOLIDAY RD. & BEARDS RD.
(2) W.V.
SURVEY C/L AS PER REF. #1
Stop Sign @ M.H.
PROPERTY TIE: S 29°16'48" W 85.76'
Sign
Asphalt
60.0'
Gate
S 49°00'51" E 622.33'
W.M.
I.C.V.
100.00'
227.37'
Chain-Link Fence
3/4" C.T.F.
150.00'
245.00'
(2) W.M.
Sign
Gate
D.O.T. C.M.F.
(Disturbed) D.O.T. C.M.F.
Edge Asphalt
W.M.
Chain-Link Gate
Gravel
L8
L9
L7
L6
L5
L4
L3
L2
L1
C1
BEARDS ROAD
GRAVEL
60' R/W
GEORGIA POWER COMPANY 100 EASEMENT
R/W AS PER REFERENCE #1
N/F LOUISE M. WHITMORE REFERENCES 7, 9, 2, 3, & 4
Edge Of Asphalt
Metal Building
Metal Canopy
Deck
Wood Walk
Overhang
Steps
Former P/L
Grass
Concrete
Ret. Wall
Steel Canopy
Edge Asphalt
Chain-Link Fence
N/F DENNIS R. & KAREN M. HENDERSON REFERENCES 5, 6, & 8
S 41°05'39" W 317.69'
57.43'
N 39°17'04" W 453.89'
246.43'
1/2" R.B.F.
L.P.
P.P.
P.P.I.
Plan Ref's 2-13 Beards Woodrow
SURVEY FOR:
MARINEMAX OF GEORGIA, INC.
LOCATED IN:
LAND LOT 329, 7th LAND DISTRICT
HALL COUNTY, GEORGIA
SCALE: 1" = 50'
ORIGINAL PLAT DATE: 11 - 10 - 1995
REVISED PLAT DATE: 07 - 30 - 1996 (IMPROVEMENTS)
REVISED SURVEY DATE: 11 - 11 - 2003
REVISED PLAT DATE: 11 - 19 - 2003 (IMPROVEMENTS & COMBINE 3 TRACTS)
50 0 50 100 150
GRAPHIC SCALE - FEET
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L3 | N 01°02'42" E | 34.60'
L4 | N 11°33'44" W | 31.10'
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L6 | N 18°19'04" W | 48.04'
L7 | N 24°17'21" W | 114.94'
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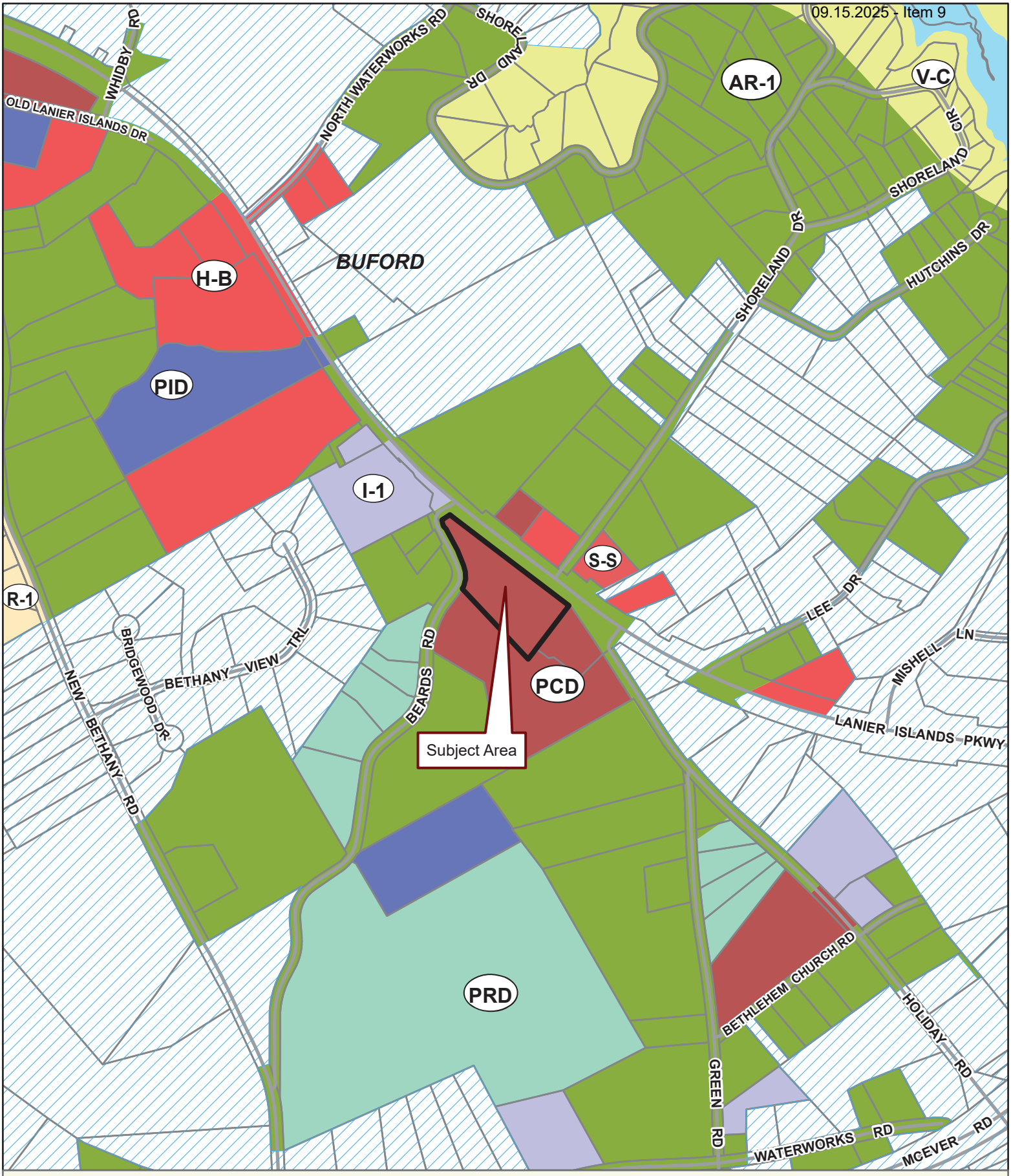
L9 | N 59°45'39" E | 58.75'
CURVE TABLE:
CURVE | RADIUS | ARC LENGTH | CHORD LENGTH | CHORD BEARING | DELTA ANGLE
C1 | 2998.25' | 81.99' | 81.99' | S 48°13'46" E | 01°34'01"
GEORGIA REGISTERED No. 2647 LAND SURVEYOR CHRIS M. PATTON
County Surveyor Hall County, Georgia
Patton - Boyer, Inc.
LAND SURVEYORS & CIVIL ENGINEERS
4209 ATLANTA HIGHWAY GAINESVILLE, GEORGIA 30501
1(877) 807 - 2481
PHONE (770) 532 - 6492
FAX (770) 532 - 1992
P.M.: C.W.C.
J.N.: 94-676.02 (D-5)

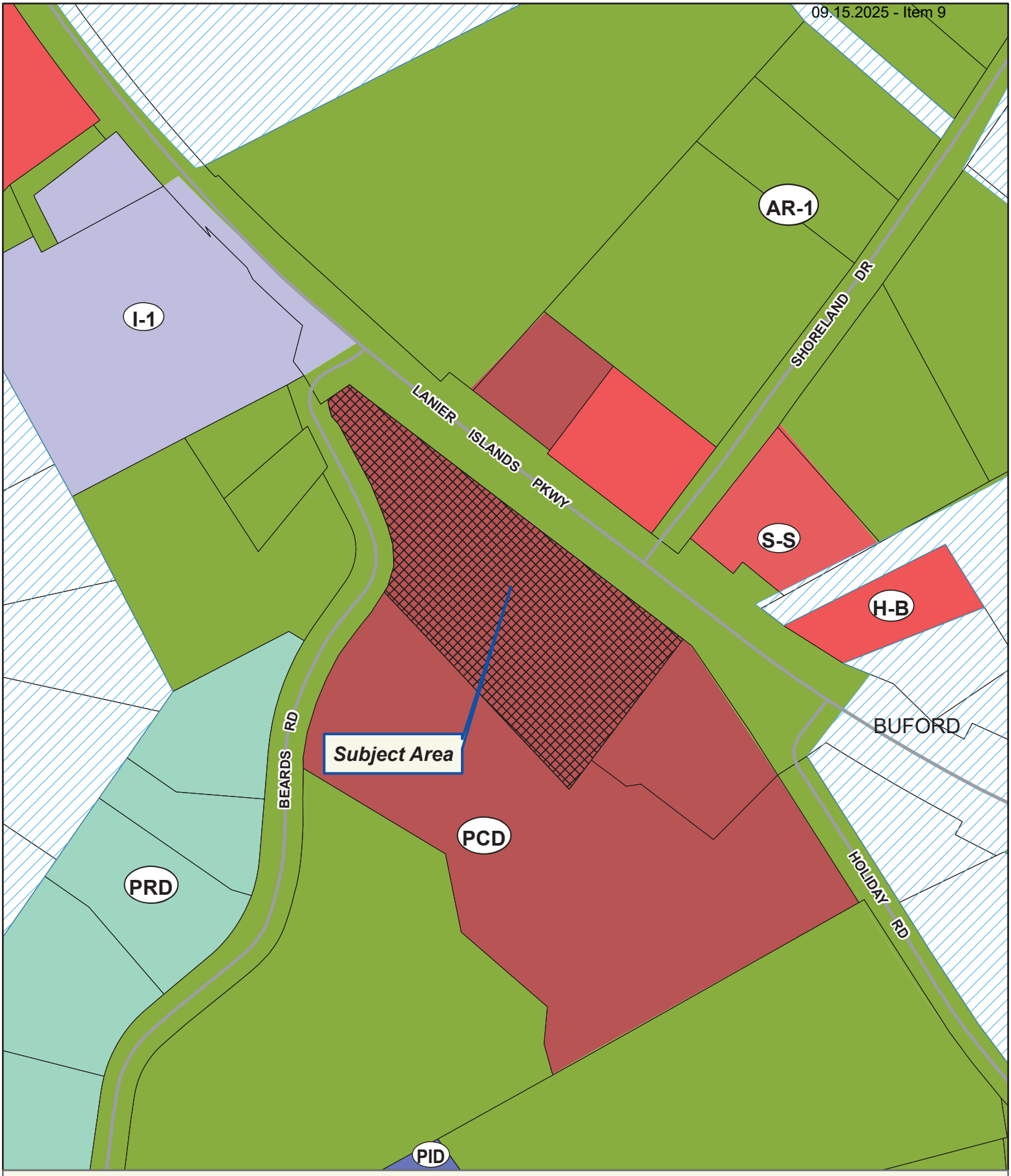


Applicant: CENTER CAPITAL PARTNERS, LLC
Tax Parcel #: 07329 004012
Location: 5800 LANIER ISLANDS PARKWAY, BUFORD, GA 30518
Commission District 2 **PC Mtg. Date: 09/15/2025**

0 150 300 600
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N



Applicant: CENTER CAPITAL PARTNERS, LLC
Tax Parcel #: 07329 004012
Location: 5800 LANIER ISLANDS PARKWAY, BUFORD, GA 30518
Commission District 2 **PC Mtg. Date: 09/15/2025**

0 50 100 200
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N



Applicant: CENTER CAPITAL PARTNERS, LLC
Tax Parcel #: 07329 004012
Location: 5800 LANIER ISLANDS PARKWAY, BUFORD, GA 30518
Commission District 2 **PC Mtg. Date: 09/15/2025**

0 50 100 200
Feet

Zoning Boundary
City Limits
Subject Area

N






ZONING NOTICE


Kubota
Kubota
Kubota
1678


Kubota



04838
00239

000239

055253

GEORGIA, HALL COUNTY, CLERK
SUPERIOR COURT FILED IN OFFICE
AND RECORDED IN BOOK 4838
PAGE (S) 239-241 THIS 29
DAY OF Dec 20 03 AT 11:15 am
DWIGHT S. WOOD, CLERK BY
11039, 40

Return Recorded Document to:
Law Office Of Gil Varon, LLC
6800 Roswell Road
Suite 2-B
Atlanta, GA 30328

WARRANTY DEED

STATE OF GEORGIA

File #: 23-899

COUNTY OF HALL

This Indenture made this **15th** day of **December, 2003** between **LOUISE M. WHITMORE**, State of Georgia, as party or parties of the first part, hereinunder called Grantor, and **MARINEMAX OF GEORGIA, INC.**, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

W I T N E S S E T H that: Grantor, for and in consideration of the sum of **TEN AND 00/100'S ($10.00) Dollars** and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

SAID PROPERTY BEING SUBJECT TO ALL EASEMENTS AND COVENANTS OF RECORD.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said 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.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

Witness

Notary Public

D. THOMAS LEFEVRE NOTARY PUBLIC HALL COUNTY GEORGIA EXPIRES APRIL 13, 2004

LOUISE M. WHITMORE (Seal)

(Seal)

HALL COUNTY, Georgia
Real Estate Transfer Tax
Paid $ 1560.00
Date 12-29-03
DWIGHT S. WOOD
Clerk Superior Court
By

000240

EXHIBIT "A"
LEGAL DESCRIPTION

All that tract pr parcel of land lying in or being in Land Lot 329, 7th Land District, Hall County, Georgia, being more particularly described as follows:

Beginning at a nail at the centerline intersections of Holiday Road and Beards Road, THENCE South 29 degrees 16 minutes 49 seconds West for a distance of 65.76 feet to a 3/4" C.T.F. (Crimped Top pin Found) being located at the Southeasterly R/W (Right-Of-Way) intersection of Holiday Road and Beards Road, said point being the TRUE POINT OF BEGINNING.

THENCE along a curve to the left: having a radius of 2998.25 feet and an arc length of 81.99 feet, being subtended by a chord of South 48 degrees 13 minutes 46 seconds East for a distance of 81.99 feet to a point;

THENCE South 49 degrees 00 minutes 51 seconds East for *a* distance of 622.31 feet to a 3/4" C.T.F. located on the Southwesterly R/W of Holiday Road; ;

THENCE South 41 degrees 05 minutes 39 seconds West for a distance of 317.69 feet to a 1/2" R.B.F. (Rebar Pin Found);

THENCE North 39 degrees 17 minutes 04 seconds West for a distance of 453.89 feet to a 3/4" C.T.F. being located on the Easterly R/W of Beards Road, said R/W being 60 feet;

THENCE North 36 degrees 37 minutes 04 seconds East. a distance of 11.02 feet along the Easterly R/W of Beards Road to a point;

THENCE North 20 degrees 18 minutes 26 seconds East for a distance of 35.99 feet continuing along said R/W to a point;

THENCE North 01 degrees 02 minutes 42 seconds East for a distance of 34.60 feet continuing along said R/W to a point;

THENCE North 11 degrees 33 minutes 44 seconds West for a distance of 31.10 feet continuing along said R/W to a point;

THENCE North 16 degrees 57 minutes 49 seconds West for a distance of 28.60 feet continuing along said R/W to a point;

THENCE North 18 degrees 19 minutes 04 seconds West for a distance of 48.04 feet continuing along said R/W to a point;

THENCE North 24 degrees 17 minutes 21 *seconds* West for a distance of 114.94 feet continuing along said R/W to a point;

THENCE North 38 degrees 10 minutes 58 seconds West for; a distance of 45.58 feet continuing along said R/W to a 3/4" C.T.F.

THENCE North 59 degrees 45 minutes 39 seconds East for a distance of 58.75 feet continuing along said R/W to a 3/4" C.T.F., being the TRUE POINT OF BEGINNING:

Together with and subject to covenants, easements, and restrictions of record. Said property contains 3.58 acres more or less and beinq more full1y Shown on a survey for Marinemax of Georgia, Inc., by Patton-Boyer, Inc., (Ga. Registered Land Surveyors and Engineers), dated 11-10-1995, last revised 11-19-2003. See Exhibit "B" for copy of the revised survey, attached hereto and made a part hereof.

Outlook

HCPC Tentative Agenda 9.15.25

From Emily McGahee (Environmental Health) <emcgahee@hallcounty.org>
Date Wed 8/13/2025 9:27 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Katie L. Greenway (Planning) <klgreenway@hallcounty.org>; Beth Garmon (Planning) <bgarmon@hallcounty.org>
Cc Chad Harper (Environmental Health) <charper@hallcounty.org>; Kelly Hairston (Environmental Health) <khairston@hallcounty.org>

Please find Environmental Health comments below:

Item 1, 5019 Cagle Mill, NCP Holdings: No comment. Public Sewer.

Item 2, 4020/3886 Cornelia Hwy: No comment. Public Sewer.

Item 3, 3847 Woodlane Way, Penaloza: Septic permit OSC-10279 was issued to this site plan on July 17, 2025.

Item 4A/B/C, 6756 Spout Springs Rd, Bell: Both existing structures are served by septic systems that have been permitted, inspected, and approved by Environmental Health.

Item 5, 3400/3600 Lanier Waterside Drive, Petty: No comment.

Item 6, 5481/5489 Technology Pkwy, Top-End: 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 7, 4797 Plainview Road, LJA: Must meet all Environmental Health commercial septic system permitting requirements if able to be permitted by Environmental Health. Environmental Health can only permit residential strength wastewater; therefore, non-domestic wastewater will be required to be disposed of through public sewer or an EPD permitted system. Further determination will be made during the civil plan review process.

Item 8A/B, 0/0/4251 Simpson/3959 Greenway, Rochester: No comment. Public sewer.

Item 9A/B, 5800 Lanier Islands Pkwy, Center Capital: Please be advised that a septic repair permit was issued in 2019; however, the repair was not installed and the permit expired. The existing septic system (located northwest of the main building) is covered in its entirety with concrete. Future repair of the system will require permanent removal of the concrete in the area of repair installation.

Emily McGahee
Hall County Environmental Health

Hall County Government Center
2875 Browns Bridge Road
Mailing: PO Box 5901
Gainesville, GA 30504
(770) 531-3973 (phone)
emcgahee@hallcounty.org

http://dph.georgia.gov/environmental-health (State Website)
http://www.phdistrict2.org/HallCounty.htm (District Website)
https://www.hallcounty.org/192/Environmental-Health (County Website & Forms)

EMAIL Reader Advisory Notice: Email to and from a Georgia state agency is generally public record, except for content that is confidential under specific laws. Security by encryption is applied to all confidential information sent by email from the Georgia Department of Public Health (DPH). This message is only intended for specific recipient(s) and may contain privileged, private, or sensitive information. If you received this message in error, please delete it, and contact me.

Outlook

RE: Tentative Agenda - Monday, September 15, 2025 Hall County Planning Commission Meeting

From Nembhard, Nakia L <NNembhard@dot.ga.gov>
Date Mon 8/18/2025 1:33 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Cc Katie L. Greenway (Planning) <klgreenway@hallcounty.org>; Hash, Christopher M <CHash@dot.ga.gov>

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,

Below you will find GDOT's comments.

Thanks,

OLD BUSINESS

1. **5019 Cagle Mill Road | Rezone |** from Agricultural Residential 1 (AR-1) and Residential 1 (R-1) to Light Industrial (I-1) | on an 84.35± acre tract located on the northwest side of Cagle Mill Road, approximately 1,890 feet from its intersection with Julian Baugh Road | Zoned AR-1 & R-1; Tax Parcel 15007 000206A | **Proposed use: Uses permitted in I-1** | ** Commission District 3 | **NCP Holdings, LLC, applicant** **Will Require GDOT Coordination**

2. **4020 & 3886 Cornelia Highway, 4761 Cagle Mill Road | Special Use |** to amend conditions of zoning | on a combined 134.76 acre tract located on the southeast side of Cornelia Highway, approximately 800 feet from its intersection with Cagle Road | Zoned I-1 (GCOD); Tax Parcels 15007 000129, 000270, 000027A | **Proposed use: Uses permitted in I-1** | ** Commission District 3 | **NCP Holdings, LLC, applicant** **Will Require GDOT Coordination**

NEW BUSINESS

3. **23847 Woodlane Way | Variance to section 3.2** | to reduce the minimum yards | on a 0.66± acre tract located east of Woodlane Way approximately 30 feet from its intersection with Woodlane Circle | Zoned AR-1; Tax Parcel 10098 000019 | **Proposed use: Single-family residence** | * Commission District 2 | **Jesus and Melissa Penaloza, applicant** **Will Not Require GDOT Coordination**

4. **(A) 6756 Spout Springs Road | Variance to section 7.8.3** | ADU standards | on a 4.22± acre tract located on the west side of Spout Springs Road approximately 250 feet from its intersection with Cambridge Drive | Zoned AR-1; Tax Parcel 15042 000019 | **Proposed use: Accessory dwelling unit** | * Commission District 1 | **Joel Bell, applicant** **Will Require GDOT Coordination. GDOT Project 0015280 will be affecting development.**

(B) 6756 Spout Springs Road | Variance to section 3.2 | to reduce the minimum yards | on a 4.22± acre tract located on the west side of Spout Springs Road approximately 250 feet from its intersection with Cambridge Drive | Zoned AR-1; Tax Parcel 15042 000019 | **Proposed use: Bring the existing single-family home into compliance** | * Commission District 1 | **Joel Bell, applicant** **Will Require GDOT Coordination. GDOT Project 0015280 will be affecting development.**

(C) 6756 Spout Springs Road | Variance to section 3.2 | to reduce the minimum yards | on a 4.22± acre tract located on the west side of Spout Springs Road approximately 250 feet from its intersection with Cambridge Drive | Zoned AR-1; Tax Parcel 15042 000019 | **Proposed use: Bring an existing accessory structure into compliance** | * Commission District 1 | **Joel Bell, applicant** **Will Require GDOT Coordination. GDOT Project 0015280 will be affecting development.**

5. **3400 & 3600 Lanier Waterside Drive | Conditional Use |** on a combined 16.16± acre tract located at the terminus of North Waterworks Road | Zoned PRD; Tax Parcels 08167 005002 & 005004 | **Proposed use: Construction trailer** | * Commission District 2 | **Kyle Petty, applicant** **Will Require GDOT Coordination. Study intersection for possible new signal.**

6. **5481 & 5489 Technology Parkway | Special Use |** amend conditions of zoning | on a combined 17.08± acre tract located on the southeast side of Technology Parkway at its intersection with High Tech Drive | Zoned I-2; Tax Parcels 15028F000006 & 15028F000007 | **Proposed use: Storage lot** | ** Commission District 1 | **Top-End Motor Storage, LLC., applicant** **Will Not Require GDOT Coordination.**

7. **4797 Plainview Road | Rezone |** from Residential 1 (R-1) to Light Industrial (I-1) | on a 4.40± acre tract located on the east side of Plainview Road at its intersection with Thurmon Tanner Parkway | Zoned R-1; Tax Parcel 08051 001022 | **Proposed use: Convenience store with fuel sale**s | ** Commission District 1 | **LJA Engineering, Inc., applicant** **Will Require GDOT Coordination. No encroachment into State R/W. No increase in runoff to State R/W.**

8. **(A) 0, 0, 4251 Simpson Road & 3959 Greenway Road | Rezone |** from Planned Industrial Development (PID) and Agricultural Residential 1 (AR-1) to Residential Mixed (R-X) | on a combined 251.61± acre tract located on the west side of Simpson Road, approximately 945 feet from its intersection with Whitehall Road | Zoned PID & AR-1; Tax Parcels 15019 000001,000659, 000074 & 000063 | **Proposed use: 394-unit residential development** | ** Commission District 3 | **Rochester | DCCM, applicant** **Will Not Require GDOT Coordination. Study Intersection for possible new signal.**

(B) 0, 0, 4251 Simpson Road & 3959 Greenway Road | Conditional Use | on a combined 251.61± acre tract located on the west side of Simpson Road, approximately 945 feet from its intersection with Whitehall Road | Zoned PID & AR-1; Tax Parcels 15019 000001, 000659, 000074 & 000063 | **Proposed use: Construction trailer** | * Commission District 3 | **Rochester | DCCM, applicant** **Will Not Require GDOT Coordination**

9. **(A) 5800 Lanier Islands Parkway | Rezone |** from Planned Commercial Development (PCD) to Light Industrial (I-1) | on a 3.58± acre tract located on the south side of Lanier Islands Parkway at its intersection with Beards Road | Zoned PCD; Tax Parcel 07329 004012 | **Proposed use: Uses**

permitted in I-1 | ** Commission District 2 | **Center Capital Partners, LLC** **Will Require GDOT Coordination**

(B) 5800 Lanier Islands Parkway | Special Use | on a 3.58± acre tract located on the south side of Lanier Islands Parkway at its intersection with Beards Road | Zoned PCD; Tax Parcel 07329 004012 | **Proposed use: Outdoor storage, vehicles sale, and vehicle repair, major** | ** Commission District 2 | **Center Capital Partners, LLC** **Will Require GDOT Coordination**

Nakia Nembhard
Civil Engineer 3

Georgia Department of Transportation

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: Monday, August 18, 2025 8:20 AM
To: Niebauer, Parker J <PNiebauer@dot.ga.gov>; Nembhard, Nakia L <NNembhard@dot.ga.gov>
Cc: Katie L. Greenway (Planning) <klgreenway@hallcounty.org>
Subject: Tentative Agenda - Monday, September 15, 2025 Hall County Planning Commission Meeting

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,

I am following up regarding the needed comments for this agenda. Please let me know if you need anything else.

Thank you,

Kaitlyn Elliott
Planning Commission Clerk
Hall County Planning and Zoning
(770) 531-6810 www.hallcounty.org

HALL COUNTY
GEORGIA
We have it all in Hall

Edited by Beth Garmon 8/15/2025

Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

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

MEMORANDUM

To: Beth Garmon, Director of Planning and Zoning

From: Bill Nash, Director of Public Works and Utilities

Date: August 15, 2025

Subject: September 15, 2025 - Hall County Planning Commission Agenda

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the September 15, 2025, meeting. Upon review, we provide the following comments.

OLD BUSINESS

1. **5019 Cagle Mill Road | Rezone |** from Agricultural Residential 1 (AR-1) and Residential 1 (R-1) to Light Industrial (I-1) | on an 84.35± acre tract located on the northwest side of Cagle Mill Road, approximately 1,890 feet from its intersection with Julian Baugh Road | Zoned AR-1 & R-1; Tax Parcel 15007 000206A | **Proposed use: Uses permitted in I-1** | ** Commission District 3 | **NCP Holdings, 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 FEMA and Hall County studied Flood plains that are present onsite.
Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
North Oconee Reservoir Watershed District requires 100-foot stream buffers with a 150-foot no impervious set back on both sides of the stream as measured from the stream banks.
b. **Traffic:** Traffic impact study may be required.
Improvements to Cagle Mill Road may be required**.**
c. **Utilities:** Hall County sewer area.
12" gravity sewer is available along Cornelia Hwy on the south side.

2. **4020 & 3886 Cornelia Highway, 4761 Cagle Mill Road | Special Use |** to amend conditions of zoning | on a combined 134.76 acre tract located on the southeast side of Cornelia Highway, approximately 800 feet from its intersection with Cagle Road | Zoned I-1 (GCOD); Tax Parcels 15007 000129,

000270, 000027A | **Proposed use: Uses permitted in I-1** | ** Commission District 3 | **NCP Holdings, 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 FEMA and Hall County studied Flood plains that are present on site.
Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
North Oconee Reservoir Watershed District requires 100-foot stream buffers with a 150-foot no impervious set back on both sides of the stream as measured from the stream banks
b. **Traffic:** Traffic impact study may be required to be updated if amendments change previous uses and intensities.
c. **Utilities:** Hall County sewer area.
12" gravity sewer is available along Cornelia Hwy on the south side.

NEW BUSINESS

3. **23847 Woodlane Way | Variance to section 3.2** | to reduce the minimum yards | on a 0.66± acre tract located east of Woodlane Way approximately 30 feet from its intersection with Woodlane Circle | Zoned AR-1; Tax Parcel 10098 000019 | **Proposed use: Single-family residence** | * Commission District 2 | **Jesus and Melissa Penaloza, applicant**

a. **Engineering**: Show FEMA and Hall County studied Flood plains that are present on site.
Show stream buffer and impervious setback from wrested vegetation not centerline of stream
b. **Traffic:** No comment
c. **Utilities:** Gainesville sewer service area. No sewer nearby

4. **(A) 6756 Spout Springs Road | Variance to section 7.8.3** | ADU standards | on a 4.22± acre tract located on the west side of Spout Springs Road approximately 250 feet from its intersection with Cambridge Drive | Zoned AR-1; Tax Parcel 15042 000019 | **Proposed use: Accessory dwelling unit** | * Commission District 1 | **Joel Bell, applicant**
(B) 6756 Spout Springs Road | Variance to section 3.2 | to reduce the minimum yards | on a 4.22± acre tract located on the west side of Spout Springs Road approximately 250 feet from its intersection with Cambridge Drive | Zoned AR-1; Tax Parcel 15042 000019 | **Proposed use: Bring the existing single-family home into compliance** | * Commission District 1 | **Joel Bell, applicant**

(C) 6756 Spout Springs Road | Variance to section 3.2 | to reduce the minimum yards | on a 4.22± acre tract located on the west side of Spout Springs Road approximately 250 feet from its intersection with Cambridge Drive | Zoned AR-1; Tax Parcel 15042 000019 | **Proposed use: Bring an existing accessory structure into compliance** | * Commission District 1 | **Joel Bell, applicant**

a. **Engineering**: Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
b. **Traffic**: No comment
c. **Utilities:** Hall County sewer area
Sewer is nearby but would require an easement across 6750 and 6703.

5. **3400 & 3600 Lanier Waterside Drive | Conditional Use |** on a combined 16.16± acre tract located at the terminus of North Waterworks Road | Zoned PRD; Tax Parcels 08167 005002 & 005004 | **Proposed use: Construction trailer** | * Commission District 2 | **Kyle Petty, applicant**

a. **Engineering**: No comment
b. **Traffic:** No comment
c. **Utilities:** Buford sewer area.

6. **5481 & 5489 Technology Parkway | Special Use |** amend conditions of zoning | on a combined 17.08± acre tract located on the southeast side of Technology Parkway at its intersection with High Tech Drive | Zoned I-2; Tax Parcels 15028F000006 & 15028F000007 | **Proposed use: Storage lot** | ** Commission District 1 | **Top-End Motor Storage, 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
Show FEMA and Hall County studied Flood plains that are present on site.
b. **Traffic:** No comment
c. **Utilities:** Hall County sewer area.
No sewer in vicinity

5. **4797 Plainview Road | Rezone |** from Residential 1 (R-1) to Light Industrial (I-1) | on a 4.40± acre tract located on the east side of Plainview Road at its intersection with Thurmon Tanner Parkway | Zoned R-1; Tax Parcel 08051 001022 | **Proposed use:**

Convenience store with fuel sales | ** Commission District 1 | **LJA Engineering, Inc., applicant**

a. **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
b. **Traffic:** Traffic impact study may be required access permit required from The City of Oakwood
c. **Utilities:** Oakwood sewer service area.
Sewer is 700 feet west across Planview Rd. along the south side of Thurmon Tanner Pkwy.

7. **(A) 0, 0, 4251 Simpson Road & 3959 Greenway Road | Rezone |** from Planned Industrial Development (PID) and Agricultural Residential 1 (AR-1) to Residential Mixed (R-X) | on a combined 251.61± acre tract located on the west side of Simpson Road, approximately 945 feet from its intersection with Whitehall Road | Zoned PID & AR-1; Tax Parcels 15019 000001,000659, 000074 & 000063 | **Proposed use: 394-unit residential development** | ** Commission District 3 | **Rochester | DCCM, applicant**
(B) 0, 0, 4251 Simpson Road & 3959 Greenway Road | Conditional Use | on a combined 251.61± acre tract located on the west side of Simpson Road, approximately 945 feet from its intersection with Whitehall Road | Zoned PID & AR-1; Tax Parcels 15019 000001, 000659, 000074 & 000063 | **Proposed use: Construction trailer** | * Commission District 3 | **Rochester | DCCM, 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 FEMA and Hall County studied Flood plains that are present onsite.
Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
North Oconee Reservoir Watershed District requires 100-foot stream buffers with a 150-foot no impervious set back on both sides of the stream as measured from the stream banks
b. **Traffic:** A) Traffic impact study is required. Interjection sight distance must be met on all access points for posted speed limit.
B) no comment
c. **Utilities:** Hall County sewer service area.

Sewer service is available at 3286 Chiplan Rd but will require offsite easement to connect.

9. **(A) 5800 Lanier Islands Parkway | Rezone |** from Planned Commercial Development (PCD) to Light Industrial (I-1) | on a 3.58± acre tract located on the south side of Lanier Islands Parkway at its intersection with Beards Road | Zoned PCD; Tax Parcel 07329 004012 | **Proposed use: Uses permitted in I-1** | ** Commission District 2 | **Center Capital Partners, LLC**
(B) 5800 Lanier Islands Parkway | Special Use | on a 3.58± acre tract located on the south side of Lanier Islands Parkway at its intersection with Beards Road | Zoned PCD; Tax Parcel 07329 004012 | **Proposed use: Outdoor storage, vehicles sale, and vehicle repair, major** | ** Commission District 2 | **Center Capital Partners, LLC**

a. **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
b. **Traffic:** GDOT permit may be required
c. **Utilities:** Buford sewer area.

Outlook

Fire Comments

From John Hornick (Fire Services) <jhornick@hallcounty.org>
Date Wed 8/13/2025 1:01 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

Monday, September 15, 2025 Hall County Planning Commission Meeting

(A) 5800 Lanier Islands Parkway | Rezone | from Planned Commercial Development (PCD) to Light Industrial (I-1) | on a 3.58± acre tract located on the south side of Lanier Islands Parkway at its intersection with Beards Road | Zoned PCD; Tax Parcel 07329 004012 | **Proposed use: Uses permitted in I-1** | ** Commission District 2 | **Center Capital Partners, LLC**

The Hall County Fire Marshal's Office has no comments as proposed.

(B) 5800 Lanier Islands Parkway | Special Use | on a 3.58± acre tract located on the south side of Lanier Islands Parkway at its intersection with Beards Road | Zoned PCD; Tax Parcel 07329 004012 | **Proposed use: Outdoor storage, vehicles sale, and vehicle repair, major** | ** Commission District 2 | **Center Capital Partners, LLC**

The Hall County Fire Marshal's Office has no comments as proposed

Regards,

John Hornick, NPQ Fire Service Plans Examiner 1
Lieutenant, Hall County Fire Rescue
Hall County Government
Main: 770-531-6838 | Cell: 404-597-0083
Website: www.Hallcounty.org

HALL COUNTY
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HALL COUNTY HIGHLANDS ISLANDS FIRE RESCUE


ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY
APPLICANT: CENTER CAPITAL PARTNERS, LLC
REQUEST: REZONE FROM PCD TO I-1 FOR USES PERMITTED IN I-1 WITH SPECIAL USES IN GCOD
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: SEP 15, 2025
Time: 5:15 P.M.
&
COUNTY COMMISSION
Date: OCT 23, 2025
Time: 6:00 P.M.
HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA
FOR MORE INFORMATION CALL: (770) 531-6809

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

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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 AUGUST 8, 2025 AND NO LATER THAN AUGUST 17, 2025.

THE ORGINAL SIGNED AFFIDAVIT MUST BE AND RETURNED TO THE PLANNING DEPARTMENT NO LATER THAN AUGUST 17, 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, Carla J. Walker (Please Print Name), **hereby acknowledge that I have read and understand the sign posting requirements. I further certify that the required public notice sign was posted on** 8/15/2025 (Date) **for** Center Capital Partners, LLC (Name application filed as)

Signature Carla J. Walker (The original document is required)

AGENDA ITEM

Planning & Zoning

REPORT TO:	**Work Session (10/20/25)**
REPORT TO:	**Voting Meeting (10/23/25)**
ITEM NO:	587/2025
SUBJECT:	**5800 Lanier Islands Parkway | Special Use |** on a 3.58± acre tract located on the south side of Lanier Islands Parkway at its intersection with Beards Road | Zoned PCD; Tax Parcel 07329 004012 | **Proposed use: Outdoor storage, vehicles sale, and vehicle repair, major** | Commission District 2 | **Center Capital Partners, LLC**

Meetings:

Work Session Date: 10/20/25 **Voting Meeting Date:** 10/23/25

Executive Summary:

Presenter: BG
Recommendation:

Approval, with conditions

1. The property shall be developed in accordance with the site plan submitted July 31, 2025, and as described in the project narrative dated July 31, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. 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."
3. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to Environmental Health, the Fire Marshal, and Hall County Engineering.
4. Any repair or replacement fencing along Lanier Islands Parkway shall be decorative metal with regular brick columns no less than every fifty (50) feet. Replacement of fencing along all other property lines shall be constructed of standard wood fencing materials or vinyl-coated chain link with privacy slat inserts at a minimum but may also match the decorative metal fencing, at the owner's discretion.
5. The fence must be properly maintained by the owner.
6. Fencing shall be located 10 feet from the property line.
7. The setback from Beards Road shall be 55 feet from the centerline of the right-of-way.
8. Vehicle parking areas shall be paved with either asphalt or concrete.
9. Any outdoor lighting on the premises shall be non-spill type.
10. While inoperable vehicles as an ongoing storage activity is prohibited, it is anticipated that rental equipment might be in need of repair or decommissioning and may be stored on the site from time to time. Limited storage of those items is permitted, provided the equipment is not stored adjacent to Lanier Islands Parkway ("Holiday Road" as identified on the site plan) and is screened by an opaque fence a minimum of six (6) feet in height.
11. Plans for any further improvements or development of the property shall be submitted for review and appropriate permits obtained.
12. All conditions of zoning shall be made a part of any plat created for the property.
13. The applicant shall install a 10 foot planted strip inside or outside the existing fence, not on the right of way, parallel to Lanier Islands Parkway and approved by the Director of Planning and Zoning or their designee prior to the issuance of a business license.
14. All conditions of zoning shall be made a part of any plats or construction plans created for the property.
15. There shall be no outdoor storage of construction materials along Lanier Islands Parkway ("Holiday Road" as identified on the site plan).
16. The following uses shall be prohibited within the development:
    a. Cemetery, private
    b. Marina
    c. Commercial amusement indoor
    d. Concert hall, auditorium
    e. Indoor shooting range
    f. Hotels, motels
    g. Private morgues, mortuary, crematorium
    h. Psychic fortune teller
    i. Pawn shop, pawn broker, title pawn, title loan, check cashing
    j. Smoke or vape shop
    k. Truck stop
    l. All craft manufacturing
    m. Truck terminal
    n. All self-service storage
    o. All warehouse and distribution
    p. All waste related services
    q. Composting of organic materials
17. The development will be allowed 10 customer parking spaces as identified on the site plan to be located between the principal building and the street.
18. The hours of operation shall be limited to Monday through Friday 7:00 am to 5:00 pm.

Purpose of Request: **History:**

5800 Lanier Islands Parkway | Special Use | on a 3.58± acre tract located on the south side of Lanier Islands Parkway at its intersection with Beards Road | Zoned PCD; Tax Parcel 07329 004012 | **Proposed use: Outdoor storage, vehicles sale, and vehicle repair, major** | Commission District 2 | **Center Capital Partners, LLC**

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			
JR			

Attachments:
Board Memo
Recommendation Report
Application
Proffered Conditions
Narrative
Site Plan
Plat
Maps
Site Photos
Deed
Legal Description
Environmental Health Comment
GDOT Comment
Public Works Comment
Fire Comment
Notice Sign

Hall County Government
PLANNING AND ZONING

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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: October 6, 2025

Subject: **5800 Lanier Islands Parkway | Special Use |** on a 3.58± acre tract| Zoned PCD; Tax Parcel 07329 004012 **| Proposed use: Outdoor storage, vehicles sale, and vehicle repair, major| Center Capital Partners, LLC**

The request before you is from Center Capital Partners, LLC for a special use for outdoor storage, vehicle sales, and vehicle repair, major. This item is located within Commission District 2.

At their September 15, 2025 meeting, the Hall County Planning Commission voted to recommend **approval, with eighteen (18) conditions (3-1, Davidson opposed and Sosebee absent).**

Staff recommendation: **Approval, with conditions,** as the proposed use is consistent with the "Business Nodes & Corridors" future land use designation in the Comprehensive Plan and commercial nature of the surrounding properties.

There were **no comments submitted** in advance of the Planning Commission meeting and **three (3) people spoke in opposition during the public hearing.**

Planning Commission Conditions:

1. The property shall be developed in accordance with the site plan submitted July 31, 2025, and as described in the project narrative dated July 31, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

2. 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."

3. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to Environmental Health, the Fire Marshal, and Hall County Engineering.
4. Any repair or replacement fencing along Lanier Islands Parkway shall be decorative metal with regular brick columns no less than every fifty (50) feet. Replacement of fencing along all other property lines shall be constructed of standard wood fencing materials or vinyl-coated chain link with privacy slat inserts at a minimum but may also match the decorative metal fencing, at the owner's discretion.
5. The fence must be properly maintained by the owner.
6. Fencing shall be located 10 feet from the property line.
7. The setback from Beards Road shall be 55 feet from the centerline of the right-of-way.
8. Vehicle parking areas shall be paved with either asphalt or concrete.
9. Any outdoor lighting on the premises shall be non-spill type.
10. While inoperable vehicles as an ongoing storage activity is prohibited, it is anticipated that rental equipment might be in need of repair or decommissioning and may be stored on the site from time to time. Limited storage of those items is permitted, provided the equipment is not stored adjacent to Lanier Islands Parkway ("Holiday Road" as identified on the site plan) and is screened by an opaque fence a minimum of six (6) feet in height.
11. Plans for any further improvements or development of the property shall be submitted for review and appropriate permits obtained.
12. All conditions of zoning shall be made a part of any plat created for the property.
13. The applicant shall install a 10 foot planted strip inside or outside the existing fence, not on the right of way, parallel to Lanier Islands Parkway and approved by the Director of Planning and Zoning or their designee prior to the issuance of a business license.
14. All conditions of zoning shall be made a part of any plats or construction plans created for the property.
15. There shall be no outdoor storage of construction materials along Lanier Islands Parkway ("Holiday Road" as identified on the site plan).
16. The following uses shall be prohibited within the development:
    a. Cemetery, private
    b. Marina
    c. Commercial amusement indoor
    d. Concert hall, auditorium
    e. Indoor shooting range
    f. Hotels, motels
    g. Private morgues, mortuary, crematorium
    h. Psychic fortune teller
    i. Pawn shop, pawn broker, title pawn, title loan, check cashing

j. Smoke or vape shop
k. Truck stop
l. All craft manufacturing
m. Truck terminal
n. All self-service storage
o. All warehouse and distribution
p. All waste related services
q. Composting of organic materials

17. The development will be allowed 10 customer parking spaces as identified on the site plan to be located between the principal building and the street.
18. The hours of operation shall be limited to Monday through Friday 7:00 am to 5:00 pm.

HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT

Applicant ..... Center Capital Partners, LLC

Request ..... (B) **Special Use** | Outdoor storage, vehicle sale, and vehicle repair, major

Proposed Use ..... (B) Outdoor storage, vehicle sale, and vehicle repair, major

Size ..... 3.58± acres

Zoning ..... **Current:** Planned Commercial Development (PCD) | **Proposed:** Light Industrial (I-1)

Location ..... **5800 Lanier Islands Parkway |** Tax parcel 07329 004012

Commission District ..... Two

Planning Commission Date ..... September 15, 2025

Staff Recommendation ..... **(B) Approval, with conditions,** as the proposed use is consistent with the "Business Nodes & Corridors" future land use designation in the Comprehensive Plan and commercial nature of the surrounding properties.

Record Number..... HZCU25-0044

Planning Commission Recommendation..... **Approve, with conditions**

Vote: 3-1 (Davidson opposed, Sosebee absent)

Planning Commission Conditions:

1. The property shall be developed in accordance with the site plan submitted July 31, 2025, and as described in the project narrative dated July 31, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

2. 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."

3. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to Environmental Health, the Fire Marshal, and Hall County Engineering.

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5. The fence must be properly maintained by the owner.

6. Fencing shall be located 10 feet from the property line.

7. The setback from Beards Road shall be 55 feet from the centerline of the right-of-way.

8. Vehicle parking areas shall be paved with either asphalt or concrete.

9. Any outdoor lighting on the premises shall be non-spill type.

10. While inoperable vehicles as an ongoing storage activity is prohibited, it is anticipated that rental equipment might be in need of repair or decommissioning and may be stored on the site from time to time. Limited storage of those items is permitted, provided the equipment is not stored adjacent to Lanier Islands Parkway ("Holiday Road" as identified on the site plan) and is screened by an opaque fence a minimum of six (6) feet in height.

11. Plans for any further improvements or development of the property shall be submitted for review and appropriate permits obtained.

12. All conditions of zoning shall be made a part of any plat created for the property.

13. The applicant shall install a 10 foot planted strip inside or outside the existing fence, not on the right of way, parallel to Lanier Islands Parkway and approved by the Director of Planning and Zoning or their designee prior to the issuance of a business license.

14. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

15. There shall be no outdoor storage of construction materials along Lanier Islands Parkway ("Holiday Road" as identified on the site plan).

16. The following uses shall be prohibited within the development:

    a. Cemetery, private
    b. Marina
    c. Commercial amusement indoor
    d. Concert hall, auditorium
    e. Indoor shooting range
    f. Hotels, motels
    g. Private morgues, mortuary, crematorium
    h. Psychic fortune teller
    i. Pawn shop, pawn broker, title pawn, title loan, check cashing
    j. Smoke or vape shop
    k. Truck stop
    l. All craft manufacturing
    m. Truck terminal
    n. All self-service storage
    o. All warehouse and distribution
    p. All waste related services
    q. Composting of organic materials

17. The development will be allowed 10 customer parking spaces as identified on the site plan to be located between the principal building and the street.

18. The hours of operation shall be limited to Monday through Friday 7:00 am to 5:00 pm.

Excerpts from the minutes of the September 15, 2025 meeting

Applicant's Presentation:

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

Taylor Ewing, 5002 Clarks Bridge Road, Gainesville, presented the request and provided site photos. The applicant has submitted two concurrent requests: (A) request to rezone a 3.58± acre tract from Planned Commercial Development (PCD) to Light Industrial (I-1) to allow uses permitted in Light Industrial, and (B) a special use to allow for outdoor storage, vehicle sales, and vehicle repair, major within the Gateway Corridor Overlay District (GCOD). The site is currently developed and operating as a vehicle sales and construction equipment rental and sales facility. The subject property was approved by the Board of Commissioners for the amending of conditions of a Planned Commercial Development (PCD) on June 5, 2023, to allow vehicle sales and construction equipment rental & sales with 13 conditions (HZON23-0023).

Public Forum:

Bert Garcia, 2992 Beards Road, Buford, spoke in opposition. Mr. Garcia questioned what the applicant intends to do that qualifies as major vehicle repairs, and what the hours of operation would be. He stated there are semi-trucks going down Beards Road daily to this property. His other concerns are increased noise pollution, air pollution and the disposal of waste. Mr. Garcia noted that the property has noisy alarms going off at the night as well as the weekend.

Kevin Clouse, 5835 Lanier Islands Parkway, Buford, spoke in opposition. Mr. Clouse stated the application does not match the character of the community. Concerns raised were that the proposal does not align with the current character of the community, increased afterhours noises, and the uncertainty of the applicant's intended changes. He also questioned why the rezoning is needed if the applicant does not intend to make any changes.

Umar Sayed, 5780 Holiday Road, Buford, spoke in opposition. Mr. Sayed stated he has spent time and resources to make improvements to his adjacent property and wants the applicant to do the same to their property. He commented that the industrial nature of the application is not compatible with the current adjacent properties.

Planning Commission Comments:

Mr. Braswell asked the applicant what the intended hours of operation would be. Ms. Ewing stated that the hours would be unchanged from how the business currently operates, however, she was unsure of what the current hours are and would be able to get that information. Mr. Braswell stated this was a key piece of information, and commented that the intended uses for the property were vague. Ms. Ewing stated that there would be no changes made while the current leaseholder is still on the property and the request was intended to address when the current lease ends. Mr. Castleberry asked if the applicant is the one leasing the property and Ms. Ewing clarified that the applicant is purchasing the property and the lease would continue until the term ends. Mr. Hunt asked if the applicant knows what other uses are planned after the current lease ends and Ms. Ewing stated they did not have current plans. She was unsure when the current lease ends. The Board discussed whether they had enough information to vote and proposed conditions as the proposal and possible uses were vague. Uses on this property would also be limited by the Gateway Corridor Overlay District (GCOD) requirements. Mr. Castleberry stated that he had determined the current business hours are listed as Monday through Friday 7:00 am to 5:00 pm. Mr. Braswell stated the conditions could address issues to the site plan that would need to be fixed and limit the uses of the property.

A
Motion: ***A motion to approve, with conditions was made by Stan Hunt and seconded by André Castleberry. Vote: 3-1 (Davidson opposed, Sosebee absent)***

B
Motion: ***A motion to approve, with conditions was made by Stan Hunt and seconded by André Castleberry. Vote: 3-1 (Davidson opposed, Sosebee absent)***

Conditions:

1. The property shall be developed in accordance with the site plan submitted July 31, 2025, and as described in the project narrative dated July 31, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

2. 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."

3. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to Environmental Health, the Fire Marshal, and Hall County Engineering.

4. Any repair or replacement fencing along Lanier Islands Parkway shall be decorative metal with regular brick columns no less than every fifty (50) feet. Replacement of fencing along all other property lines shall be constructed of standard wood fencing materials or vinyl-coated chain link with privacy slat inserts at a minimum but may also match the decorative metal fencing, at the owner’s discretion.

5. The fence must be properly maintained by the owner.

6. Fencing shall be located 10 feet from the property line.

7. The setback from Beards Road shall be 55 feet from the centerline of the right-of-way.

8. Vehicle parking areas shall be paved with either asphalt or concrete.

9. Any outdoor lighting on the premises shall be non-spill type.

10. While inoperable vehicles as an ongoing storage activity is prohibited, it is anticipated that rental equipment might be in need of repair or decommissioning and may be stored on the site from time to time. Limited storage of those items is permitted, provided the equipment is not stored adjacent to Lanier Islands Parkway (“Holiday Road” as identified on the site plan) and is screened by an opaque fence a minimum of six (6) feet in height.

11. Plans for any further improvements or development of the property shall be submitted for review and appropriate permits obtained.

12. All conditions of zoning shall be made a part of any plat created for the property.

13. The applicant shall install a 10 foot planted strip inside or outside the existing fence, not on the right of way, parallel to Lanier Islands Parkway and approved by the Director of Planning and Zoning or their designee prior to the issuance of a business license.

14. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

15. There shall be no outdoor storage of construction materials along Lanier Islands Parkway ("Holiday Road" as identified on the site plan).

16. The following uses shall be prohibited within the development:

    a. Cemetery, private
    b. Marina
    c. Commercial amusement indoor
    d. Concert hall, auditorium
    e. Indoor shooting range
    f. Hotels, motels
    g. Private morgues, mortuary, crematorium
    h. Psychic fortune teller
    i. Pawn shop, pawn broker, title pawn, title loan, check cashing
    j. Smoke or vape shop
    k. Truck stop
    l. All craft manufacturing
    m. Truck terminal
    n. All self-service storage
    o. All warehouse and distribution
    p. All waste related services
    q. Composting of organic materials

17. The development will be allowed 10 customer parking spaces as identified on the site plan to be located between the principal building and the street.

18. The hours of operation shall be limited to Monday through Friday 7:00 am to 5:00 pm.

(A) & (B) Staff recommends <u>APPROVAL</u> of the applicant's requests with the following conditions:

1. The property shall be developed in accordance with the site plan dated November 19, 2025, and as described in the project narrative dated July 31, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

2. 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."

3. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to Environmental Health, the Fire Marshal, and Hall County Engineering.

4. Any repair or replacement fencing along Lanier Islands Parkway shall be decorative metal with regular brick columns no less than every fifty (50) feet. Replacement of fencing along all other property lines shall be constructed of standard wood fencing materials or vinyl-coated chain link with privacy slat inserts at a minimum but may also match the decorative metal fencing, at the owner's discretion.

5. The fence must be properly maintained by the owner.

6. Fencing shall be located 10 feet from the property line.

7. The setback from Beards Road shall be 55 feet from the centerline of the right-of-way.

8. Vehicle parking areas shall be paved with either asphalt or concrete.

9. Any outdoor lighting on the premises shall be non-spill type.

10. The following uses shall be prohibited: junk yard, salvage yard, pick and pull, storage of debris or inoperable vehicles.

11. While inoperable vehicles as an ongoing storage activity is prohibited, it is anticipated that rental equipment might be in need of repair or decommissioning and may be stored on the site from time to time. Limited storage of those items is permitted, provided the equipment is stored adjacent to the eastern interior side property line and is screened by an opaque fence a minimum of six (6) feet in height.

12. Plans for any further improvements or development of the property shall be submitted for review and appropriate permits obtained.

13. All conditions of zoning shall be made a part of any plat created for the property.

14. The applicant shall install a 10 foot planted strip inside or outside the existing fence, not on the right of way, parallel to Lake Lanier Islands Parkway and approved by the Director of Planning and Zoning or their designee prior to the issuance of a business license.

15. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

The following should be considered as exceptions to the Unified Development Code of Hall County, and shall warrant further determination by the Board should it choose to approve the submitted narrative and site plan:

1. **Section 6.2.5.B.2 – Site Development Standards -** Along street frontage there must be a landscape strip at least 10 feet in width except for perpendicular crossings for driveways and utilities.
    a. The applicant proposes outdoor storage along the street frontage without a landscape strip. **This does not meet the standard.**

2. **Section 6.2.5.C.2.e – Parking Lot Design -** Off-street parking must be located to the side or rear of the principal building and may not be located between the principal building and the street.
    - The applicant proposes 28 parking spaces identified on the site plan to be located between the principal building and the street. **This does not meet the standard.**

Summary Analysis

The applicant has submitted two concurrent requests: (A) request to rezone a 3.58± acre from Planned Commercial Development (PCD) to Light Industrial (I-1) to allow uses permitted in I-1, and (B) a special use to allow for outdoor storage, vehicle sales, and vehicle repair, major within the Gateway Corridor Overlay District (GCOD). The site is currently developed and operating as a vehicle sales and construction equipment rental and sales facility.

The subject property was approved by the Board of Commissioners for the amending of conditions of a Planned Commercial Development (PCD) on June 5, 2023, to allow vehicle sales and construction equipment rental & sales with following conditions (HZON23-0023):

1. Development is approved as generally shown on the concept plan and described in the revised project narrative dated June 2, 2023 modified as necessary for compliance with the conditions herein and development standards enforced at the time of site plan approval.
2. Any repair or replacement fencing along Lanier Islands Parkway shall be decorative metal with regular brick columns no less than every fifty (50) feet. Replacement of fencing along all other property lines shall be constructed of standard wood fencing materials or vinyl-coated chain link with privacy slat inserts at a minimum but may also match the decorative metal fencing, at the owner's discretion.
3. The fence must be properly maintained by the owner (1997).
4. Fencing shall be located 10 feet from the property line (1997).
5. The setback from Beards Road shall be 55 feet from the centerline of the right-of-way (1997).
6. Vehicle parking areas shall be paved with either asphalt or concrete (2004).

7. Any outdoor lighting on the premises shall be non-spill type (2004).
8. The applicable bulk and development standards in the Suburban Shopping district (S-S) shall apply.
9. The following uses shall be prohibited: junk yard; salvage yard; pick and pull; storage of debris; or inoperable vehicles.
10. While inoperable vehicles as an ongoing storage activity is prohibited, it is anticipated that rental equipment might be in need of repair or decommissioning and may be stored on the site from time to time. Limited storage of those items is permitted, provided the equipment is stored adjacent to the eastern interior side property line and is screened by an opaque fence a minimum of six (6) feet in height.
11. Plans for any further improvements or development of the property shall be submitted for review and appropriate permits obtained.
12. All conditions of zoning shall be made a part of any plat created for the property.
13. The applicant shall install a 10 foot planted strip inside or outside the existing fence, not on the right of way, parallel to Lake Lanier Islands Parkway and approved by the Planning Director prior to the issuance of a business license.

The surrounding properties are zoned and developed as outlined below:

North: Highway Business (H-B); Developed with boat sales and repair business, and a convenience store
Planned Commercial Development (PCD) – Developed for commercial uses

East: Suburban Shopping (S-S) – Developed with boat sales business;
Highway Business (H-B) – Developed with a boat repair business

South: Planned Commercial Development (PCD) – Developed with boat & RV storage

West: Light Industrial (I-1) – Developed for equipment rental/leasing;
Agricultural Residential 1 (AR-1) – Developed with single-family residence or vacant

Per the submitted narrative, the applicant is requesting to rezone the subject parcel to Light Industrial (I-1) from a Planned Commercial Development (PCD) zoning district in order to allow permitted uses for the property. The applicant further requests that certain uses designated as special uses within the Gateway Corridor Overlay District (GCOD) be permitted, as these uses are consistent with adjacent properties. These uses include: fleet parking and maintenance equipment parking for telecom installation businesses, utility companies, landscaping companies, delivery service vans, boat sales, rentals and maintenance, sales and storage of construction equipment, and outdoor storage for construction materials such as lumber, fencing, metal panels, piping, tile & stone.

Per the submitted site plan, existing conditions on the property include two metal buildings, three metal/steel canopies, and a chainlink fence along the perimeter. The applicant proposes locating the majority of the outdoor storage along the frontages of Holiday Road and Beards Road and does not propose any landscaping in these areas. The site plan shows 28 parking spaces designated for customer and employee use.

The development standards for the project are identified in the table below and compared to the GCOD requirements:

GCOD Analysis

Standard	Proposed	Notes	Compliance
6.2.5.A.– Transitional buffers	None	Walls or fences required to screen loading and service areas, outdoor storage, and accessory equipment required.	**Deficient**
6.2.5.B.1 – Additional Landscape and Screening	None	Proposes the majority of outdoor storage along the Holiday Road and Beards Road frontages without frontage landscaping.	**Deficient**
6.2.5.C.1 – Parking Lot Design - Required # of Parking Spaces	28 parking spaces proposed around the front and side of metal building	End users are unknown. Parking calculations are dependent on uses.	Unknown
6.2.5.C.2.d – Parking Lot Design - Surface	No additional parking spaces are proposed	All parking areas must be paved with asphalt, concrete or pervious materials approved by the director.	Complies
6.2.5.C.2.e – Parking Lot Design - Location	28 parking spaces on the site plan are proposed between the primary building and the street	Off-street parking must be located to the side or rear of the principal building and may not be located between the building and the street.	**Deficient**
6.2.5.D – Outdoor lighting	Unknown	Shall comply with GCOD standards.	Unknown
6.2.6.A.4 – Architectural Standards	No changes are proposed to the building		**Deficient**
6.2.7 – Signs	Unknown	Signage shall comply with GCOD standards.	Unknown

Based on the future land use plan, staff finds the requested rezoning *is consistent* with the Hall County Comprehensive Plan and the future land use designation of Business Nodes & Corridors. Many of the county's major roadways have strong connections to infrastructure, employment, and housing, making them desirable for larger scale commercial development. New development along these major road corridors and intersections should consist of higher-intensity commercial uses, low-intensity, consumer-facing industrial uses that house businesses that serve nearby communities, and some higher density residential where appropriate.

Zoning Analysis

When considering a zoning amendment to the zoning maps, the Planning Commission must study the need and justification for the change based on a determination of the facts applicable to the particular case, and the following general lines of inquiry must be considered:

a) Whether the zoning proposal will permit a use that is suitable in view of the use, development and zoning of adjacent and nearby property; **The proposed rezoning is suitable in view of the use and development of adjacent and nearby properties. The surrounding area consists of a variety of land uses which include residential, agricultural, industrial, and commercial uses. However, the proposal would need significant modification to the site plan to meet the Gateway Corridor Overlay Districts standards.**

b) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **No, it is not anticipated that the proposed rezoning will adversely affect nearby properties is proper landscaping and fencing is installed and 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; **If approved, the use is not anticipated to cause an excessive or burdensome use of the existing streets, transportation facilities, utilities, schools, police protection, fire protection, public facilities, or emergency medical service.**

e) Whether the zoning proposal is in conformity with the policy and intent of the future land use plan for the physical development of the area **The proposed zoning is consistent with the intent of the Business Nodes and Corridors future land use designations in the Comprehensive Plan.**

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 property is currently developed and operating as vehicle sales and construction equipment rental and sales facility.**

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; **No, this would not create an isolated district unrelated to the surrounding districts.**

l) Whether the present zoning district boundaries are illogically drawn in relation to existing conditions in the area; **There is no evidence that the present zoning district boundaries are illogically drawn.**

m) Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **The request does not appear to be out of scale with the needs of the immediate neighborhood or the county as a whole.**

n) Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **There are other properties within the County that support industrial uses based on the Future Land Use Map and existing zoning map.**

o) Whether the need for rezoning could be handled instead by a variance request to the Planning Commission; **The request could not be handled alternatively as a variance.**

p) Whether there would be an ecological or pollution impact resulting from major modifications to the land if the request is granted; **Any land disturbance activities on the property shall be required to go through the land development permitting process, and as a result are subject to local, state, and federal regulations. As a result, there 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 August 13, 2025, Emily McGahee stated, "Please be advised that a septic repair permit was issued in 2019; however, the repair was not installed and the permit expired. The existing septic system (located northwest pf the main building) is covered in its entirety with concrete. Future repair of the system will require permanent removal of the concrete in the area of repair installation.

Georgia Department of Transportation
In an email dated August 18, 2025, Nakia Nembhard, GDOT Civil Engineer 3, stated that GDOT coordination is required.

Hall County Public Works and Utilities
In a memo dated August 15, 2025, Bill Nash, Director of Public Works and Utilities, provided the following comments:

Engineering:
This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.

Traffic:
GDOT permit may be required

Utilities

Buford sewer area.

Hall County Fire Marshal

In an email dated August 13, 2025, John Hornick, NPQ Fire Service Plans Examiner 1, stated, "(A) The Hall County Fire Marshal's Office has no comments as proposed. (B) The Hall County Fire Marshal's Office has no comments as proposed."

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

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CONDITIONAL USE APPLICATION

Applicant (Name & Mailing Address)

Center Capital Partners, LLC
9355 Wilshire Blvd., Suite 350
Beverly Hills, CA 90210
Phone 310-456-1000
Email Address jmcnamee@centercp.com

Property Owner (Name & Mailing Address)

Marinemax of Georgia, Inc. n/k/a Marinemax East, Inc.
501 Bropker Creek Blvd.
Oldsmar, FL 34677
Phone 813-387-6938
Email Address coy.lowrey@matthews.com

Proposed Use Permitted uses within Light Industrial classification with approval of certain special uses within Gateway Corridor.

Contact Person (Name & Mailing Address)

Walker, Ball & Dimo, LLC - Carla J. Walker, Esq.
340 Jesse Jewell Pkwy SE, Suite 650
Gainesville, GA 30501
Phone 678-940-3990
Email Address carla@wbdlawfirm.com

Status of Applicant

- ☐ Owner
- ☒ Option to Purchase
- ☐ Area Resident
- ☐ Other

Requested Action

Permissive Use:
☐ HCPC ☒ HCC
Fee:$
Receipt #:
Check #:

Zoning: PCD requesting I-1
Acreage 3.58 acres

Tax Parcel Number 07329 004012
Location Address 5800 Lanier Islands Pkwy, Buford, Georgia

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

Sign Carla J. Walker for CCP Date: July 31, 2025
By Attorney for Center Capital Partners, LLC with express permission

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: _____

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AUTHORIZATION OF PROPERTY OWNERS

Note: If the applicant is the property owner, please disregard this form.

Name of owner(s) Marinemax of Georgia, Inc. n/k/a Marinemax East, Inc.

Address 501 Brooker Creek Blvd.

Oldsmar, FL 34677

Phone Number 813-387-6938

Name of applicant(s) Center Capital Partners LLC

Address 9355 Wilshire Blvd., Suite 350

Beverly Hills, CA 90210

Phone Number 310-456-1000

I swear that I am the owner of the property which is the subject matter of the attached applications as shown in the records of Hall County, Georgia.

I authorize the person named above to act as applicant in the pursuit of a rezoning, permissive use, or variance of this property.

Signature of Owner(s)

Personally appeared before me

Michael H. McLamb

who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Rachel Bigge
Notary Public

07-17-2025
Date

RACHEL BIGGE
Notary Public
State of Florida
Comm# HH212307
Expires 1/2/2026

GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

HOME (/)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	**MARINEMAX EAST, INC.**	Control Number:	**07067690**
Business Type:	**Foreign Profit Corporation**	Business Status:	**Active/Compliance**
Business Purpose:	**NONE**		
Principal Office Address:	**501 Brooker Creek Blvd., Oldsmar, FL, 34677, USA**	Date of Formation / Registration Date:	**8/7/2007**
Jurisdiction:	**Delaware**	Last Annual Registration Year:	**2025**

REGISTERED AGENT INFORMATION

Registered Agent Name: **Corporate Creations Network Inc.**

Physical Address: **2985 Gordy Parkway, 1st Floor, Marietta, GA, 30066, USA**

County: **Cobb**

OFFICER INFORMATION

Name	Title	Business Address
Michael H McLamb	CFO	501 Brooker Creek Blvd., Oldsmar, FL, 34677, USA
Michael H McLamb	Secretary	501 Brooker Creek Blvd., Oldsmar, FL, 34677, USA
Michael H. McLamb	CEO	501 Brooker Creek Blvd., Oldsmar, FL, 34677, USA

Back

Filing History Name History

Return to Business Search

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Report a Problem?

Control No. **07067690**

STATE OF GEORGIA

Secretary of State

Corporations Division
315 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF MERGER

I, **Karen C Handel**, the Secretary of State and the Corporations Commissioner of the State of Georgia, do hereby issue this certificate pursuant to Title 14 of the Official Code of Georgia annotated certifying that articles or a certificate of merger and fees have been filed regarding the merger of the below entities, effective as of 09/30/2007. Attached is a true and correct copy of the said filing.

Surviving Entity:
MARINEMAX EAST, INC., a Delaware Profit Corporation

Nonsurviving Entity/Entities:
MARINEMAX OF GEORGIA, INC., a Georgia Profit Corporation

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on September 30, 2007

Karen C Handel
Secretary of State

PLANNING AND DEVELOPMENT DEPARTMENT
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CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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

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:** 07/17/2025

Applicant's/Owner's Name (Printed): Center Capital Partners LLC by ALEXANDER VALNER

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(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

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

I have**____ I have not X

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

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

Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/Owner's Signature: _____ **Date:** 07-17-2025

Applicant's/Owner's Name (Printed): Marinemax East, Inc. by Michael H. McLamb, ~~CEO~~ President

1. The property shall be ~~developed~~ used in accordance with the site plan dated November 19, ~~2025~~1995, and as described in the project narrative dated July 31, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

2. 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."

3. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to Environmental Health, the Fire Marshal, and Hall County Engineering.

4. Any repair or replacement fencing along Lanier Islands Parkway shall be decorative metal with regular brick columns no less than every fifty (50) feet. Replacement of fencing along all other property lines shall be constructed of standard wood fencing materials or vinyl coated chain link with privacy slat inserts at a minimum but may also match the decorative metal fencing, at the owner's discretion.

5. The fence must be properly maintained by the owner.

~~6. Fencing shall be located 10 feet from the property line.~~

~~7~~6. The setback from Beards Road shall be 55 feet from the centerline of the right of way.

~~8~~7. Vehicle parking areas shall be paved with either asphalt or concrete.

~~9~~8. Any outdoor lighting on the premises shall be non-spill type.

~~10~~9. The following uses shall be prohibited: junk yard, salvage yard, pick and pull, storage of waste debris or inoperable vehicles.

~~11~~10. While inoperable vehicles as an ongoing storage activity is prohibited, it is anticipated that rental equipment might be in need of repair or decommissioning and may be stored on the site from time to time. Limited storage of those items is permitted, provided the equipment is stored adjacent to the ~~eastern~~ southern interior side property line and is screened by an opaque fence a minimum of six (6) feet in height along southern boundary line.~~.~~

~~12~~11. Plans for any further improvements or development of the property shall be submitted for review and appropriate permits obtained.

~~13~~12. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

~~14~~13. The applicant shall install a ~~10 foot~~ planted strip inside or outside the existing fence, not on the right of way, parallel to Lake Lanier Islands Parkway and approved by the Director of Planning and Zoning or their designee prior to the issuance of any new business license.

~~15. All conditions of zoning shall be made a part of any plats or construction plans created for the property.~~

The following should be considered as exceptions to the Unified Development Code of Hall County, and shall warrant further determination by the Board should it choose to approve the submitted narrative and site plan:

1. Section 6.2.5.B.2: Site Development Standards Along street frontage there must be a landscape strip at least 10 feet in width except for perpendicular crossings for driveways and utilities.

    a. The applicant proposes outdoor storage along the street frontage without a landscape strip. This does not meet the standard.

2. Section 6.2.5.C.2.e: Parking Lot Design Off street parking must be located to the side or rear of the principal building and may not be located between the principal building and the street.

    a. The applicant proposes ~~28~~10 parking spaces identified on the site plan to be located between the principal building and the street. This does not meet the standard.

CENTER CAPITAL

Summary of Application (*revised as of 7/31/2025*):

- Property: 3.58 acres located at 5800 Lanier Islands Parkway, Buford, Georgia.
- Current Zoning Designation: PCD in Gateway Corridor Overlay District.
- Proposed Use: Permitted uses within Light Industrial classification, including current use.

- NOTE: Specific permission (via a Conditional Use Application) for the approval of each of the uses listed below is being requested due to this property lying within the Gateway Corridor Overlay District.

- Requested Zoning: I-1 to allow for commercial and light industrial uses serving economic and growth and/or supporting recreation around Lake Lanier.

Narrative (*revised as of 7/31/2025*):

The property located at 5800 Lanier Islands Parkway is surrounded by neighboring commercial businesses, significant road frontage and two large utility easements.

Specific Uses being requested (due to Gateway Corridor Overlay District):

- Vehicle sales and construction equipment rentals (i.e. current use).
- Fleet parking and maintenance-equipment parking for telecom installation businesses, utility companies, landscaping companies, and delivery service vans.
- Boat sales, rentals and maintenance.
- Sales and storage of construction equipment.
- Outdoor storage for construction materials and such as lumber, fencing, metal panels, piping, tile & stone.

The requested uses above are either insulated from direct view by fencing and landscaping and/or would not create a negative impact due, in part, to the proximity of the property to end of parkway (i.e. less traveled portion of roadway), its surrounded easements and storage facility neighbors.

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- Requested Zoning: I-1 to allow for commercial and light industrial uses serving economic and growth and/or supporting recreation around Lake Lanier.

Narrative (*revised as of 7/31/2025*):

The property located at 5800 Lanier Islands Parkway is surrounded by neighboring commercial businesses, significant road frontage and two large utility easements. Light Industrial uses are a natural fit for this parcel. The current use of the property for vehicle sales and construction equipment rentals and sales is a Light Industrial use and is expected to continue for many years.

The change in zoning classification being requested herein (i.e. from PCD to I-1) is not to create a new or different use of the property, rather it is to establish a category of other approved uses that already exists and should be afforded this property.

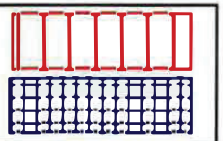
No changes to location or size of the existing structures or the layout of this lot are being requested.

In support of economic growth in this part of the County, the following potential uses for this specific site should be permitted without further rezoning requests, for example: Fleet parking and maintenance-equipment parking for telecom installation businesses, utility companies, landscaping companies, and delivery service vans; Boat sales, rentals and maintenance; Sales and storage of construction equipment; and Outdoor storage for construction materials and such as lumber, fencing, metal panels, piping, tile & stone.

At present, the PCD classification is extremely restrictive and significantly affects the ability of this parcel to cater to needs of the businesses and economy around it.

LEGEND: Employee / Customer Parking

Area for outdoor of all Requested Uses



NOTES:

THIS PROPERTY IS NOT LOCATED WITHIN A FLOOD HAZARD AREA AS PER FIRM FLOOD INSURANCE RATE MAP OF HALL COUNTY, GEORGIA COMMUNITY PANEL NO. 130466 0300E EFFECTIVE DATE: MARCH 21, 2000

EQUIPMENT USED FOR MEASUREMENT: TOPCON G.T.S. 303.

IN MY OPINION, THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED, & HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW.

AREA: 3.58 ACRES
155,821 SQUARE FEET

ZONING AND SETBACKS:

CURRENT HALL COUNTY ZONING:
PLANNED COMMERCIAL DEVELOPMENT (PCD)
SETBACKS:
REFER TO HALL COUNTY CONDITIONS

REFERENCES:

1. STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLANS FOR LAKE LANIER ACCESS ROAD (PROJ. # AHL-347 (7)) (P.I. # 170735)
2. PLAT PREPARED BY PATTON-PATTON INC. FOR WHITMORE ENTERPRISES, INC. DATED 11-10-95, REVISED 7-30-96, 1.66 ACRES.
3. PLAT PREPARED BY PATTON-PATTON INC. FOR SUNTRUST BANK OF NORTHEAST GA., NA, DATED 11-10-95, 0.90 ACRES.
4. PLAT PREPARED BY PATTON-PATTON INC. FOR SUNTRUST BANK OF NORTHEAST GA., NA, DATED 11-10-95, 1.02 ACRES.
5. PLAT PREPARED BY PATTON-BOYER, INC. FOR PHILLIP J. MARKERT, DATED 3-31-95, REVISED 5-5-03, 8.06 ACRES.
6. PLAT SLIDE 429, PAGE 130A
7. DEED BOOK 4139, PAGES 291-293
8. DEED BOOK 2359, PAGE 130.
9. DEED BOOK 3392, PAGES 250-251.

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 64,085 FEET AND AN ANGULAR ERROR OF 00°00'05" PER ANGLE POINT, AND WAS ADJUSTED USING LEAST SQUARES RULE. PARTY: W.W. C.M.

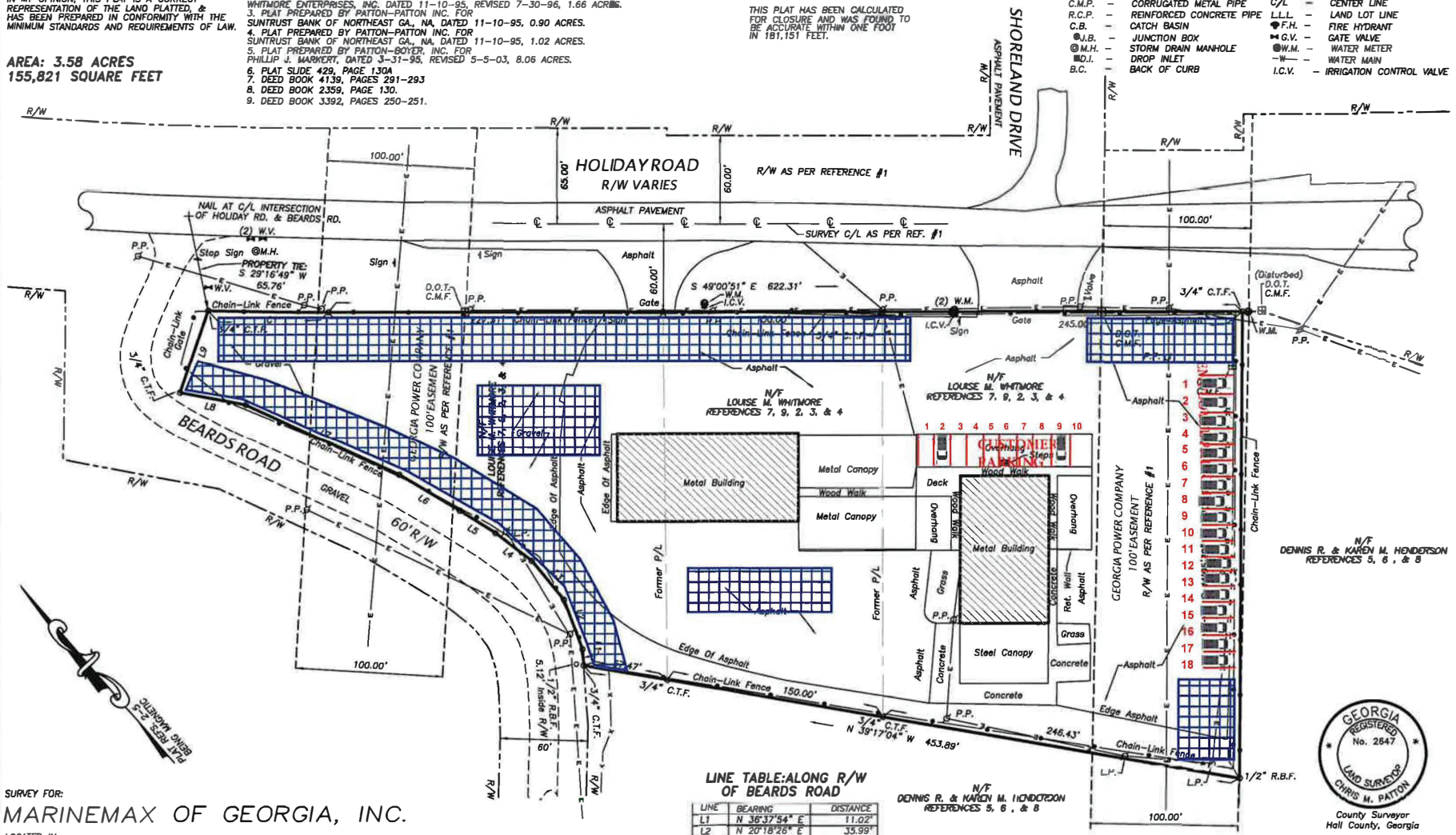
THIS SURVEY WAS NOT PREPARED FROM THE AID OF A TITLE SEARCH AND IS SUBJECT TO ANY RESTRICTIONS OR EASEMENTS THAT MIGHT BE RECORDED.

THIS PLAT OR SURVEY IS FOR THE EXCLUSIVE USE OF THE PARTY OR PARTIES LISTED UNDER THE CAPTION "SURVEY FOR:". ANY THIRD PARTY USE TO BE AT THEIR OWN RISK.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND WAS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 181,151 FEET.

LEGEND:

D.I.P.	DUCTILE IRON PIPE	⊙ I.P.F.	IRON PIN FOUND
PVC	POLYVINYL CHLORIDE PIPE	⊙ C.T.F.	CRIMPED TOP PIN FOUND
⌀P.P.	POWER POLE	⊙R.B.F.	REBAR PIN FOUND
⌀S.P.	SERVICE POLE	⊙R.B.S.	REBAR PIN SET
⌀T.P.	TELEPHONE POLE	⊙O.T.F.	OPEN TOP FOUND
□P.B.	POWER TRANSFORMER BOX	Δ A.I.F.	ANGLE IRON FOUND
▣T.R.	TELEPHONE RISER	⊞C.M.F.	CONCRETE MONUMENT FOUND
-E-	ELECTRICAL LINE	P/L	PROPERTY LINE
-T-	TELEPHONE CABLE	R/W	RIGHT OF WAY
-G-	GAS MAIN	N/F	NOW OR FORMERLY
C.M.P.	CORRUGATED METAL PIPE	C/L	CENTER LINE
R.C.P.	REINFORCED CONCRETE PIPE	L.L.L.	LAND LOT LINE
C.B.	CATCH BASIN	F.H.	FIRE HYDRANT
J.B.	JUNCTION BOX	G.V.	GATE VALVE
M.H.	STORM DRAIN MANHOLE	W.M.	WATER METER
D.I.	DROP INLET	-W-	WATER MAIN
B.C.	BACK OF CURB	I.C.V.	IRRIGATION CONTROL VALVE



LINE TABLE:ALONG R/W OF BEARDS ROAD

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L1	N 36°37'54" E	11.02'
L2	N 20°18'26" E	33.99'
L3	N 01°02'42" E	34.80'
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L7	N 24°17'21" W	114.94'
L8	N 38°10'58" W	45.58'
L9	N 59°45'39" E	58.75'

CURVE TABLE:

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	2998.25'	81.99'	81.99'	S 48°13'48" E	01°34'01"

SURVEY FOR:

MARINEMAX OF GEORGIA, INC.

LOCATED IN:
LAND LOT 329, 7th LAND DISTRICT
HALL COUNTY, GEORGIA

SCALE: 1" = 50'

ORIGINAL PLAT DATE: 11 - 10 - 1995
REVISED PLAT DATE: 07 - 30 - 1996 (IMPROVEMENTS)
REVISED SURVEY DATE: 11 - 11 - 2003
REVISED PLAT DATE: 11 - 19 - 2003 (IMPROVEMENTS & COMBINE 3 TRACTS)

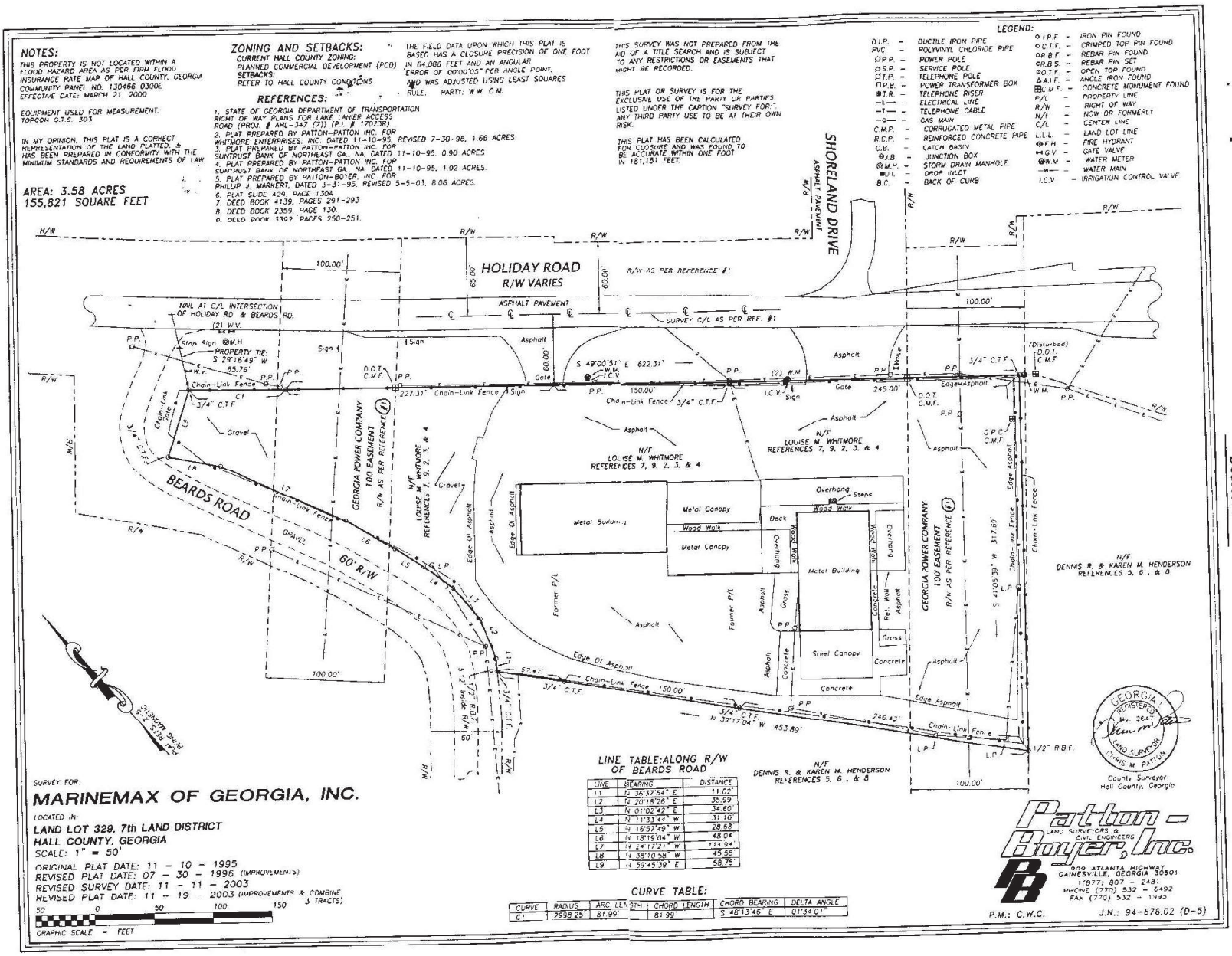
50 0 100 150
1" = 150'-0"
GRAPHIC SCALE - FEET

GEORGIA REGISTERED No. 2647 LAND SURVEYOR CHRIS M. PATTON
County Surveyor
Hall County, Georgia

Patton - Boyer, Inc.
LAND SURVEYORS & CIVIL ENGINEERS
909 ATLANTA HIGHWAY
GAINESVILLE, GEORGIA 30501
1(877) 807 - 2481
PHONE (770) 532 - 6482
FAX (770) 532 - 1995

P.M.: C.W.C. J.N.: 94-676.02 (D-5)

09.15.2025 - Item 9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G - GAS MAIN
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F.H. - FIRE HYDRANT
G.V. - GATE VALVE
W.M. - WATER METER
W - WATER MAIN
I.C.V. - IRRIGATION CONTROL VALVE
SHORELAND DRIVE
ASPHALT PAVEMENT
R/W
HOLIDAY ROAD
R/W VARIES
65.0'
60.0'
R/W AS PER REFERENCE #1
NAIL AT C/L INTERSECTION OF HOLIDAY RD. & BEARDS RD.
(2) W.V.
SURVEY C/L AS PER REF. #1
Stop Sign @ M.H.
PROPERTY TIE: S 29°16'48" W 85.76'
Sign
Asphalt
60.0'
Gate
S 49°00'51" E 622.33'
W.M.
I.C.V.
100.00'
227.37'
Chain-Link Fence
3/4" C.T.F.
150.00'
245.00'
(2) W.M.
Sign
Gate
D.O.T. C.M.F.
(Disturbed) D.O.T. C.M.F.
Edge Asphalt
W.M.
Chain-Link Gate
Gravel
L8
L9
L7
L6
L5
L4
L3
L2
L1
C1
BEARDS ROAD
GRAVEL
60' R/W
GEORGIA POWER COMPANY 100 EASEMENT
R/W AS PER REFERENCE #1
N/F LOUISE M. WHITMORE REFERENCES 7, 9, 2, 3, & 4
Edge Of Asphalt
Metal Building
Metal Canopy
Deck
Wood Walk
Overhang
Steps
Former P/L
Grass
Concrete
Ret. Wall
Steel Canopy
Edge Asphalt
Chain-Link Fence
N/F DENNIS R. & KAREN M. HENDERSON REFERENCES 5, 6, & 8
S 41°05'39" W 317.69'
57.43'
N 39°17'04" W 453.89'
246.43'
1/2" R.B.F.
L.P.
P.P.
P.P.I.
Plan Ref's 2-13 Beards Woodrow
SURVEY FOR:
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P.M.: C.W.C.
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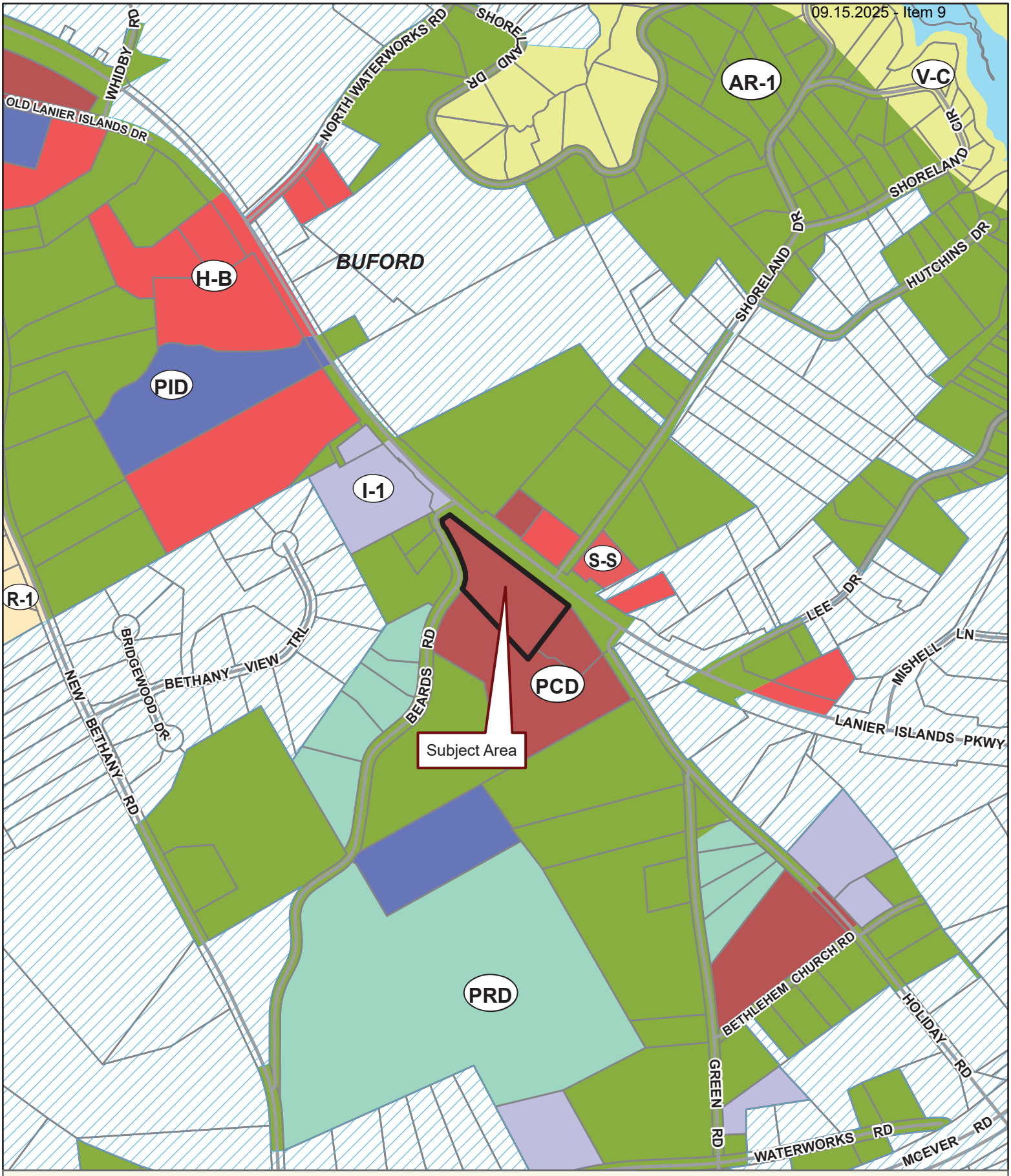
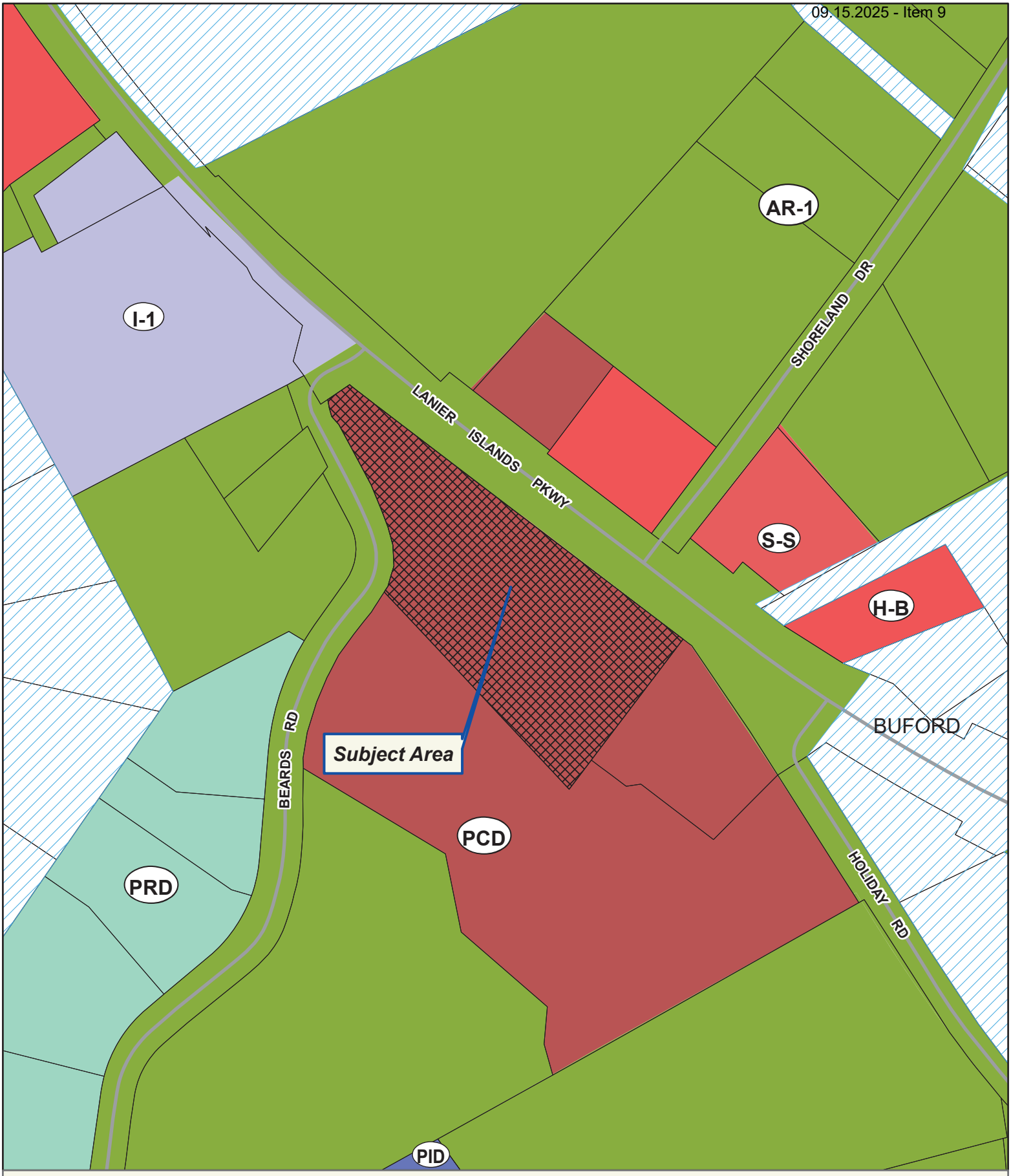


Applicant: CENTER CAPITAL PARTNERS, LLC
Tax Parcel #: 07329 004012
Location: 5800 LANIER ISLANDS PARKWAY, BUFORD, GA 30518
Commission District 2 **PC Mtg. Date: 09/15/2025**

0 150 300 600
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N



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Commission District 2 **PC Mtg. Date: 09/15/2025**

0 50 100 200
Feet

Zoning Boundary
City Limits
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Structure

N



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0 50 100 200
Feet

Zoning Boundary
City Limits
Subject Area

N






ZONING NOTICE


Kubota
Kubota
Kubota
1678


Kubota



04838
00239

000239

055253

GEORGIA, HALL COUNTY, CLERK
SUPERIOR COURT FILED IN OFFICE
AND RECORDED IN BOOK 4838
PAGE (S) 239-241 THIS 29
DAY OF Dec 20 03 AT 11:15 am
DWIGHT S. WOOD, CLERK BY
11039, 40

Return Recorded Document to:
Law Office Of Gil Varon, LLC
6800 Roswell Road
Suite 2-B
Atlanta, GA 30328

WARRANTY DEED

STATE OF GEORGIA

File #: 23-899

COUNTY OF HALL

This Indenture made this **15th** day of **December, 2003** between **LOUISE M. WHITMORE**, State of Georgia, as party or parties of the first part, hereinunder called Grantor, and **MARINEMAX OF GEORGIA, INC.**, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

W I T N E S S E T H that: Grantor, for and in consideration of the sum of **TEN AND 00/100'S ($10.00) Dollars** and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

SAID PROPERTY BEING SUBJECT TO ALL EASEMENTS AND COVENANTS OF RECORD.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said 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.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

Witness

Notary Public

D. THOMAS LEFEVRE NOTARY PUBLIC HALL COUNTY GEORGIA EXPIRES APRIL 13, 2004

LOUISE M. WHITMORE (Seal)

(Seal)

HALL COUNTY, Georgia
Real Estate Transfer Tax
Paid $ 1560.00
Date 12-29-03
DWIGHT S. WOOD
Clerk Superior Court
By

000240

EXHIBIT "A"
LEGAL DESCRIPTION

All that tract pr parcel of land lying in or being in Land Lot 329, 7th Land District, Hall County, Georgia, being more particularly described as follows:

Beginning at a nail at the centerline intersections of Holiday Road and Beards Road, THENCE South 29 degrees 16 minutes 49 seconds West for a distance of 65.76 feet to a 3/4" C.T.F. (Crimped Top pin Found) being located at the Southeasterly R/W (Right-Of-Way) intersection of Holiday Road and Beards Road, said point being the TRUE POINT OF BEGINNING.

THENCE along a curve to the left: having a radius of 2998.25 feet and an arc length of 81.99 feet, being subtended by a chord of South 48 degrees 13 minutes 46 seconds East for a distance of 81.99 feet to a point;

THENCE South 49 degrees 00 minutes 51 seconds East for *a* distance of 622.31 feet to a 3/4" C.T.F. located on the Southwesterly R/W of Holiday Road; ;

THENCE South 41 degrees 05 minutes 39 seconds West for a distance of 317.69 feet to a 1/2" R.B.F. (Rebar Pin Found);

THENCE North 39 degrees 17 minutes 04 seconds West for a distance of 453.89 feet to a 3/4" C.T.F. being located on the Easterly R/W of Beards Road, said R/W being 60 feet;

THENCE North 36 degrees 37 minutes 04 seconds East. a distance of 11.02 feet along the Easterly R/W of Beards Road to a point;

THENCE North 20 degrees 18 minutes 26 seconds East for a distance of 35.99 feet continuing along said R/W to a point;

THENCE North 01 degrees 02 minutes 42 seconds East for a distance of 34.60 feet continuing along said R/W to a point;

THENCE North 11 degrees 33 minutes 44 seconds West for a distance of 31.10 feet continuing along said R/W to a point;

THENCE North 16 degrees 57 minutes 49 seconds West for a distance of 28.60 feet continuing along said R/W to a point;

THENCE North 18 degrees 19 minutes 04 seconds West for a distance of 48.04 feet continuing along said R/W to a point;

THENCE North 24 degrees 17 minutes 21 *seconds* West for a distance of 114.94 feet continuing along said R/W to a point;

THENCE North 38 degrees 10 minutes 58 seconds West for; a distance of 45.58 feet continuing along said R/W to a 3/4" C.T.F.

THENCE North 59 degrees 45 minutes 39 seconds East for a distance of 58.75 feet continuing along said R/W to a 3/4" C.T.F., being the TRUE POINT OF BEGINNING:

Together with and subject to covenants, easements, and restrictions of record. Said property contains 3.58 acres more or less and beinq more full1y Shown on a survey for Marinemax of Georgia, Inc., by Patton-Boyer, Inc., (Ga. Registered Land Surveyors and Engineers), dated 11-10-1995, last revised 11-19-2003. See Exhibit "B" for copy of the revised survey, attached hereto and made a part hereof.

Outlook

HCPC Tentative Agenda 9.15.25

From Emily McGahee (Environmental Health) <emcgahee@hallcounty.org>
Date Wed 8/13/2025 9:27 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Katie L. Greenway (Planning) <klgreenway@hallcounty.org>; Beth Garmon (Planning) <bgarmon@hallcounty.org>
Cc Chad Harper (Environmental Health) <charper@hallcounty.org>; Kelly Hairston (Environmental Health) <khairston@hallcounty.org>

Please find Environmental Health comments below:

Item 1, 5019 Cagle Mill, NCP Holdings: No comment. Public Sewer.

Item 2, 4020/3886 Cornelia Hwy: No comment. Public Sewer.

Item 3, 3847 Woodlane Way, Penaloza: Septic permit OSC-10279 was issued to this site plan on July 17, 2025.

Item 4A/B/C, 6756 Spout Springs Rd, Bell: Both existing structures are served by septic systems that have been permitted, inspected, and approved by Environmental Health.

Item 5, 3400/3600 Lanier Waterside Drive, Petty: No comment.

Item 6, 5481/5489 Technology Pkwy, Top-End: 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 7, 4797 Plainview Road, LJA: Must meet all Environmental Health commercial septic system permitting requirements if able to be permitted by Environmental Health. Environmental Health can only permit residential strength wastewater; therefore, non-domestic wastewater will be required to be disposed of through public sewer or an EPD permitted system. Further determination will be made during the civil plan review process.

Item 8A/B, 0/0/4251 Simpson/3959 Greenway, Rochester: No comment. Public sewer.

Item 9A/B, 5800 Lanier Islands Pkwy, Center Capital: Please be advised that a septic repair permit was issued in 2019; however, the repair was not installed and the permit expired. The existing septic system (located northwest of the main building) is covered in its entirety with concrete. Future repair of the system will require permanent removal of the concrete in the area of repair installation.

Emily McGahee
Hall County Environmental Health

Hall County Government Center
2875 Browns Bridge Road
Mailing: PO Box 5901
Gainesville, GA 30504
(770) 531-3973 (phone)
emcgahee@hallcounty.org

http://dph.georgia.gov/environmental-health (State Website)
http://www.phdistrict2.org/HallCounty.htm (District Website)
https://www.hallcounty.org/192/Environmental-Health (County Website & Forms)

EMAIL Reader Advisory Notice: Email to and from a Georgia state agency is generally public record, except for content that is confidential under specific laws. Security by encryption is applied to all confidential information sent by email from the Georgia Department of Public Health (DPH). This message is only intended for specific recipient(s) and may contain privileged, private, or sensitive information. If you received this message in error, please delete it, and contact me.

Outlook

RE: Tentative Agenda - Monday, September 15, 2025 Hall County Planning Commission Meeting

From Nembhard, Nakia L <NNembhard@dot.ga.gov>
Date Mon 8/18/2025 1:33 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Cc Katie L. Greenway (Planning) <klgreenway@hallcounty.org>; Hash, Christopher M <CHash@dot.ga.gov>

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,

Below you will find GDOT's comments.

Thanks,

OLD BUSINESS

1. **5019 Cagle Mill Road | Rezone |** from Agricultural Residential 1 (AR-1) and Residential 1 (R-1) to Light Industrial (I-1) | on an 84.35± acre tract located on the northwest side of Cagle Mill Road, approximately 1,890 feet from its intersection with Julian Baugh Road | Zoned AR-1 & R-1; Tax Parcel 15007 000206A | **Proposed use: Uses permitted in I-1** | ** Commission District 3 | **NCP Holdings, LLC, applicant** **Will Require GDOT Coordination**

2. **4020 & 3886 Cornelia Highway, 4761 Cagle Mill Road | Special Use |** to amend conditions of zoning | on a combined 134.76 acre tract located on the southeast side of Cornelia Highway, approximately 800 feet from its intersection with Cagle Road | Zoned I-1 (GCOD); Tax Parcels 15007 000129, 000270, 000027A | **Proposed use: Uses permitted in I-1** | ** Commission District 3 | **NCP Holdings, LLC, applicant** **Will Require GDOT Coordination**

NEW BUSINESS

3. **23847 Woodlane Way | Variance to section 3.2** | to reduce the minimum yards | on a 0.66± acre tract located east of Woodlane Way approximately 30 feet from its intersection with Woodlane Circle | Zoned AR-1; Tax Parcel 10098 000019 | **Proposed use: Single-family residence** | * Commission District 2 | **Jesus and Melissa Penaloza, applicant** **Will Not Require GDOT Coordination**

4. **(A) 6756 Spout Springs Road | Variance to section 7.8.3** | ADU standards | on a 4.22± acre tract located on the west side of Spout Springs Road approximately 250 feet from its intersection with Cambridge Drive | Zoned AR-1; Tax Parcel 15042 000019 | **Proposed use: Accessory dwelling unit** | * Commission District 1 | **Joel Bell, applicant** **Will Require GDOT Coordination. GDOT Project 0015280 will be affecting development.**

(B) 6756 Spout Springs Road | Variance to section 3.2 | to reduce the minimum yards | on a 4.22± acre tract located on the west side of Spout Springs Road approximately 250 feet from its intersection with Cambridge Drive | Zoned AR-1; Tax Parcel 15042 000019 | **Proposed use: Bring the existing single-family home into compliance** | * Commission District 1 | **Joel Bell, applicant** **Will Require GDOT Coordination. GDOT Project 0015280 will be affecting development.**

(C) 6756 Spout Springs Road | Variance to section 3.2 | to reduce the minimum yards | on a 4.22± acre tract located on the west side of Spout Springs Road approximately 250 feet from its intersection with Cambridge Drive | Zoned AR-1; Tax Parcel 15042 000019 | **Proposed use: Bring an existing accessory structure into compliance** | * Commission District 1 | **Joel Bell, applicant** **Will Require GDOT Coordination. GDOT Project 0015280 will be affecting development.**

5. **3400 & 3600 Lanier Waterside Drive | Conditional Use |** on a combined 16.16± acre tract located at the terminus of North Waterworks Road | Zoned PRD; Tax Parcels 08167 005002 & 005004 | **Proposed use: Construction trailer** | * Commission District 2 | **Kyle Petty, applicant** **Will Require GDOT Coordination. Study intersection for possible new signal.**

6. **5481 & 5489 Technology Parkway | Special Use |** amend conditions of zoning | on a combined 17.08± acre tract located on the southeast side of Technology Parkway at its intersection with High Tech Drive | Zoned I-2; Tax Parcels 15028F000006 & 15028F000007 | **Proposed use: Storage lot** | ** Commission District 1 | **Top-End Motor Storage, LLC., applicant** **Will Not Require GDOT Coordination.**

7. **4797 Plainview Road | Rezone |** from Residential 1 (R-1) to Light Industrial (I-1) | on a 4.40± acre tract located on the east side of Plainview Road at its intersection with Thurmon Tanner Parkway | Zoned R-1; Tax Parcel 08051 001022 | **Proposed use: Convenience store with fuel sale**s | ** Commission District 1 | **LJA Engineering, Inc., applicant** **Will Require GDOT Coordination. No encroachment into State R/W. No increase in runoff to State R/W.**

8. **(A) 0, 0, 4251 Simpson Road & 3959 Greenway Road | Rezone |** from Planned Industrial Development (PID) and Agricultural Residential 1 (AR-1) to Residential Mixed (R-X) | on a combined 251.61± acre tract located on the west side of Simpson Road, approximately 945 feet from its intersection with Whitehall Road | Zoned PID & AR-1; Tax Parcels 15019 000001,000659, 000074 & 000063 | **Proposed use: 394-unit residential development** | ** Commission District 3 | **Rochester | DCCM, applicant** **Will Not Require GDOT Coordination. Study Intersection for possible new signal.**

(B) 0, 0, 4251 Simpson Road & 3959 Greenway Road | Conditional Use | on a combined 251.61± acre tract located on the west side of Simpson Road, approximately 945 feet from its intersection with Whitehall Road | Zoned PID & AR-1; Tax Parcels 15019 000001, 000659, 000074 & 000063 | **Proposed use: Construction trailer** | * Commission District 3 | **Rochester | DCCM, applicant** **Will Not Require GDOT Coordination**

9. **(A) 5800 Lanier Islands Parkway | Rezone |** from Planned Commercial Development (PCD) to Light Industrial (I-1) | on a 3.58± acre tract located on the south side of Lanier Islands Parkway at its intersection with Beards Road | Zoned PCD; Tax Parcel 07329 004012 | **Proposed use: Uses**

permitted in I-1 | ** Commission District 2 | **Center Capital Partners, LLC** **Will Require GDOT Coordination**

(B) 5800 Lanier Islands Parkway | Special Use | on a 3.58± acre tract located on the south side of Lanier Islands Parkway at its intersection with Beards Road | Zoned PCD; Tax Parcel 07329 004012 | **Proposed use: Outdoor storage, vehicles sale, and vehicle repair, major** | ** Commission District 2 | **Center Capital Partners, LLC** **Will Require GDOT Coordination**

Nakia Nembhard
Civil Engineer 3

Georgia Department of Transportation

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: Monday, August 18, 2025 8:20 AM
To: Niebauer, Parker J <PNiebauer@dot.ga.gov>; Nembhard, Nakia L <NNembhard@dot.ga.gov>
Cc: Katie L. Greenway (Planning) <klgreenway@hallcounty.org>
Subject: Tentative Agenda - Monday, September 15, 2025 Hall County Planning Commission Meeting

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,

I am following up regarding the needed comments for this agenda. Please let me know if you need anything else.

Thank you,

Kaitlyn Elliott
Planning Commission Clerk
Hall County Planning and Zoning
(770) 531-6810 www.hallcounty.org

HALL COUNTY
GEORGIA
We have it all in Hall

Edited by Beth Garmon 8/15/2025

Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

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

MEMORANDUM

To: Beth Garmon, Director of Planning and Zoning

From: Bill Nash, Director of Public Works and Utilities

Date: August 15, 2025

Subject: September 15, 2025 - Hall County Planning Commission Agenda

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the September 15, 2025, meeting. Upon review, we provide the following comments.

OLD BUSINESS

1. **5019 Cagle Mill Road | Rezone |** from Agricultural Residential 1 (AR-1) and Residential 1 (R-1) to Light Industrial (I-1) | on an 84.35± acre tract located on the northwest side of Cagle Mill Road, approximately 1,890 feet from its intersection with Julian Baugh Road | Zoned AR-1 & R-1; Tax Parcel 15007 000206A | **Proposed use: Uses permitted in I-1** | ** Commission District 3 | **NCP Holdings, 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 FEMA and Hall County studied Flood plains that are present onsite.
Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
North Oconee Reservoir Watershed District requires 100-foot stream buffers with a 150-foot no impervious set back on both sides of the stream as measured from the stream banks.
b. **Traffic:** Traffic impact study may be required.
Improvements to Cagle Mill Road may be required**.**
c. **Utilities:** Hall County sewer area.
12" gravity sewer is available along Cornelia Hwy on the south side.

2. **4020 & 3886 Cornelia Highway, 4761 Cagle Mill Road | Special Use |** to amend conditions of zoning | on a combined 134.76 acre tract located on the southeast side of Cornelia Highway, approximately 800 feet from its intersection with Cagle Road | Zoned I-1 (GCOD); Tax Parcels 15007 000129,

000270, 000027A | **Proposed use: Uses permitted in I-1** | ** Commission District 3 | **NCP Holdings, 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 FEMA and Hall County studied Flood plains that are present on site.
Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
North Oconee Reservoir Watershed District requires 100-foot stream buffers with a 150-foot no impervious set back on both sides of the stream as measured from the stream banks
b. **Traffic:** Traffic impact study may be required to be updated if amendments change previous uses and intensities.
c. **Utilities:** Hall County sewer area.
12" gravity sewer is available along Cornelia Hwy on the south side.

NEW BUSINESS

3. **23847 Woodlane Way | Variance to section 3.2** | to reduce the minimum yards | on a 0.66± acre tract located east of Woodlane Way approximately 30 feet from its intersection with Woodlane Circle | Zoned AR-1; Tax Parcel 10098 000019 | **Proposed use: Single-family residence** | * Commission District 2 | **Jesus and Melissa Penaloza, applicant**

a. **Engineering**: Show FEMA and Hall County studied Flood plains that are present on site.
Show stream buffer and impervious setback from wrested vegetation not centerline of stream
b. **Traffic:** No comment
c. **Utilities:** Gainesville sewer service area. No sewer nearby

4. **(A) 6756 Spout Springs Road | Variance to section 7.8.3** | ADU standards | on a 4.22± acre tract located on the west side of Spout Springs Road approximately 250 feet from its intersection with Cambridge Drive | Zoned AR-1; Tax Parcel 15042 000019 | **Proposed use: Accessory dwelling unit** | * Commission District 1 | **Joel Bell, applicant**
(B) 6756 Spout Springs Road | Variance to section 3.2 | to reduce the minimum yards | on a 4.22± acre tract located on the west side of Spout Springs Road approximately 250 feet from its intersection with Cambridge Drive | Zoned AR-1; Tax Parcel 15042 000019 | **Proposed use: Bring the existing single-family home into compliance** | * Commission District 1 | **Joel Bell, applicant**

(C) 6756 Spout Springs Road | Variance to section 3.2 | to reduce the minimum yards | on a 4.22± acre tract located on the west side of Spout Springs Road approximately 250 feet from its intersection with Cambridge Drive | Zoned AR-1; Tax Parcel 15042 000019 | **Proposed use: Bring an existing accessory structure into compliance** | * Commission District 1 | **Joel Bell, applicant**

a. **Engineering**: Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
b. **Traffic**: No comment
c. **Utilities:** Hall County sewer area
Sewer is nearby but would require an easement across 6750 and 6703.

5. **3400 & 3600 Lanier Waterside Drive | Conditional Use |** on a combined 16.16± acre tract located at the terminus of North Waterworks Road | Zoned PRD; Tax Parcels 08167 005002 & 005004 | **Proposed use: Construction trailer** | * Commission District 2 | **Kyle Petty, applicant**

a. **Engineering**: No comment
b. **Traffic:** No comment
c. **Utilities:** Buford sewer area.

6. **5481 & 5489 Technology Parkway | Special Use |** amend conditions of zoning | on a combined 17.08± acre tract located on the southeast side of Technology Parkway at its intersection with High Tech Drive | Zoned I-2; Tax Parcels 15028F000006 & 15028F000007 | **Proposed use: Storage lot** | ** Commission District 1 | **Top-End Motor Storage, 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
Show FEMA and Hall County studied Flood plains that are present on site.
b. **Traffic:** No comment
c. **Utilities:** Hall County sewer area.
No sewer in vicinity

5. **4797 Plainview Road | Rezone |** from Residential 1 (R-1) to Light Industrial (I-1) | on a 4.40± acre tract located on the east side of Plainview Road at its intersection with Thurmon Tanner Parkway | Zoned R-1; Tax Parcel 08051 001022 | **Proposed use:**

Convenience store with fuel sales | ** Commission District 1 | **LJA Engineering, Inc., applicant**

a. **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
b. **Traffic:** Traffic impact study may be required access permit required from The City of Oakwood
c. **Utilities:** Oakwood sewer service area.
Sewer is 700 feet west across Planview Rd. along the south side of Thurmon Tanner Pkwy.

7. **(A) 0, 0, 4251 Simpson Road & 3959 Greenway Road | Rezone |** from Planned Industrial Development (PID) and Agricultural Residential 1 (AR-1) to Residential Mixed (R-X) | on a combined 251.61± acre tract located on the west side of Simpson Road, approximately 945 feet from its intersection with Whitehall Road | Zoned PID & AR-1; Tax Parcels 15019 000001,000659, 000074 & 000063 | **Proposed use: 394-unit residential development** | ** Commission District 3 | **Rochester | DCCM, applicant**
(B) 0, 0, 4251 Simpson Road & 3959 Greenway Road | Conditional Use | on a combined 251.61± acre tract located on the west side of Simpson Road, approximately 945 feet from its intersection with Whitehall Road | Zoned PID & AR-1; Tax Parcels 15019 000001, 000659, 000074 & 000063 | **Proposed use: Construction trailer** | * Commission District 3 | **Rochester | DCCM, 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 FEMA and Hall County studied Flood plains that are present onsite.
Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
North Oconee Reservoir Watershed District requires 100-foot stream buffers with a 150-foot no impervious set back on both sides of the stream as measured from the stream banks
b. **Traffic:** A) Traffic impact study is required. Interjection sight distance must be met on all access points for posted speed limit.
B) no comment
c. **Utilities:** Hall County sewer service area.

Sewer service is available at 3286 Chiplan Rd but will require offsite easement to connect.

9. **(A) 5800 Lanier Islands Parkway | Rezone |** from Planned Commercial Development (PCD) to Light Industrial (I-1) | on a 3.58± acre tract located on the south side of Lanier Islands Parkway at its intersection with Beards Road | Zoned PCD; Tax Parcel 07329 004012 | **Proposed use: Uses permitted in I-1** | ** Commission District 2 | **Center Capital Partners, LLC**
(B) 5800 Lanier Islands Parkway | Special Use | on a 3.58± acre tract located on the south side of Lanier Islands Parkway at its intersection with Beards Road | Zoned PCD; Tax Parcel 07329 004012 | **Proposed use: Outdoor storage, vehicles sale, and vehicle repair, major** | ** Commission District 2 | **Center Capital Partners, LLC**

a. **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
b. **Traffic:** GDOT permit may be required
c. **Utilities:** Buford sewer area.

Outlook

Fire Comments

From John Hornick (Fire Services) <jhornick@hallcounty.org>
Date Wed 8/13/2025 1:01 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

Monday, September 15, 2025 Hall County Planning Commission Meeting

(A) 5800 Lanier Islands Parkway | Rezone | from Planned Commercial Development (PCD) to Light Industrial (I-1) | on a 3.58± acre tract located on the south side of Lanier Islands Parkway at its intersection with Beards Road | Zoned PCD; Tax Parcel 07329 004012 | **Proposed use: Uses permitted in I-1** | ** Commission District 2 | **Center Capital Partners, LLC**

The Hall County Fire Marshal's Office has no comments as proposed.

(B) 5800 Lanier Islands Parkway | Special Use | on a 3.58± acre tract located on the south side of Lanier Islands Parkway at its intersection with Beards Road | Zoned PCD; Tax Parcel 07329 004012 | **Proposed use: Outdoor storage, vehicles sale, and vehicle repair, major** | ** Commission District 2 | **Center Capital Partners, LLC**

The Hall County Fire Marshal's Office has no comments as proposed

Regards,

John Hornick, NPQ Fire Service Plans Examiner 1
Lieutenant, Hall County Fire Rescue
Hall County Government
Main: 770-531-6838 | Cell: 404-597-0083
Website: www.Hallcounty.org

HALL COUNTY
GEORGIA
We have it all in Hall

HALL COUNTY HIGHLANDS ISLANDS FIRE RESCUE


ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY
APPLICANT: CENTER CAPITAL PARTNERS, LLC
REQUEST: REZONE FROM PCD TO I-1 FOR USES PERMITTED IN I-1 WITH SPECIAL USES IN GCOD
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: SEP 15, 2025
Time: 5:15 P.M.
&
COUNTY COMMISSION
Date: OCT 23, 2025
Time: 6:00 P.M.
HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA
FOR MORE INFORMATION CALL: (770) 531-6809

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

HALL COUNTY
GEORGIA
We have it all in Hall

PUBLIC NOTICE REQUIREMENTS

Zoning regulations require that public notice must be given prior to all zoning hearings as follows:

1. The Planning Department shall publish a legal advertisement no less than 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 AUGUST 8, 2025 AND NO LATER THAN AUGUST 17, 2025.

THE ORGINAL SIGNED AFFIDAVIT MUST BE AND RETURNED TO THE PLANNING DEPARTMENT NO LATER THAN AUGUST 17, 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, Carla J. Walker (Please Print Name), **hereby acknowledge that I have read and understand the sign posting requirements. I further certify that the required public notice sign was posted on** 8/15/2025 (Date) **for** Center Capital Partners, LLC (Name application filed as)

Signature Carla J. Walker (The original document is required)

AGENDA ITEM

Planning & Zoning

REPORT TO: **Work Session (10/20/25)**

REPORT TO: **Voting Meeting (10/23/25)**

ITEM NO: 607/2025

SUBJECT: **5019 Cagle Mill Road | Rezone |** from Agricultural Residential 1 (AR-1) and Residential 1 (R-1) to Light Industrial (I-1) | on an 84.35± acre tract located on the northwest side of Cagle Mill Road, approximately 1,890 feet from its intersection with Julian Baugh Road | Zoned AR-1 & R-1; Tax Parcel 15007 000206A | **Proposed use: Uses permitted in I-1** | Commission District 3 | **NCP Holdings, LLC, applicant**

Meetings:

Work Session Date: 10/20/25 **Voting Meeting Date:** 10/23/25

Executive Summary:

Presenter: BG
Recommendation:

Approval, with conditions

1. The property shall be developed in accordance with the site plan dated September 19, 2025, and as described in the project narrative dated May 27, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. Access to the property shall be approved by the Georgia Department of Transportation. The developer shall be responsible for all costs associated with improvements necessary for access to the development.
3. All buildings within Phase 2 of the development shall be limited to a total of 600,000 square feet.
4. A 100 foot undisturbed natural vegetative stream buffer and 150 foot impervious setback as measured from the edges of the bank shall be applicable to the North Oconee River only. All other streams shall maintain a 50 foot undisturbed natural vegetative stream buffer and 75 foot impervious setback, as measured from the edges of the stream bank.
5. During construction, the developer shall install additional erosion and sediment control measures to protect the streams and all of the properties downstream from the development. These measures must be monitored and approved by the Hall County Engineering Department.
6. 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."
7. Tilt up concrete construction and TPO roof systems shall be allowed but all buildings shall be constructed with neutral exterior colors as approved by the Director of Planning and Zoning, or their designee.
8. Architectural roof panels shall be allowed with the color being approved by the Director of Planning and Zoning, or their designee.
9. The applicant must satisfy public water and Hall County sewer requirements prior to final plat approval or development of any individual lots.
10. The appropriate land disturbance permit and building permit prior to commencing the land use.
11. Restrictive covenants for the development shall be recorded prior to release of final plat.
12. Front building setbacks along Cagle Mill Road shall be as shown on the site plan dated September 19, 2025 and noted as "zoning buffers."
13. Parking space requirements and parking lot design shall meet current guidelines of the Hall County Unified Development Code at the time of development.
14. Development shall occur via a phased development review process and phased land disturbance permit process so as to reduce erosion. The applicant shall provide phase lines on the submitted plans at the time of LDP application.
15. The applicant shall submit all NPDES reports on a timely basis to the Georgia EPD and shall submit copies of all such reports to the County Engineer at the time of their submission to EPD.
16. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including but not limited to the Fire Marshal and Hall County Engineering. Where there are discrepancies between the proposed standards and County regulations, the County regulations shall overrule unless otherwise approved herein.
17. All conditions of zoning shall be made part of any plats or plans created for the property.
18. An undisturbed zoning buffer shall be maintained as depicted on the submitted site plan dated September 19, 2025. Areas within the buffer that are sparsely vegetated shall be supplemented with additional plantings, with final review and approval subject to the Director of Planning and Zoning or their designee.
19. Access from Cagle Mill Road shall be emergency access only as shown on the submitted site plan dated September 19, 2025.

Purpose of Request:

5019 Cagle Mill Road | Rezone | from Agricultural Residential 1 (AR-1) and Residential 1 (R-1) to Light Industrial (I-1) | on an 84.35± acre tract located on the northwest side of Cagle Mill Road, approximately 1,890 feet from its intersection with Julian Baugh Road | Zoned AR-1 & R-1; Tax Parcel 15007 000206A | **Proposed use: Uses permitted in I-1** | Commission District 3 | **NCP Holdings, LLC, applicant**

History:

Facts and Issues:

Options:

Funding Requested	$ 0.00
Are funds within current budget?	No
Source of Funds	

Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Submit	Approve	Attorney	Administration
BG	BG	JL	CR
Clerk			
JR			

Attachments:

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

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PLANNING AND ZONING
DIRECTOR
Beth Garmon

Hall County Government
PLANNING AND ZONING

To: David Gibbs, Chairman
Kathy Cooper, District 1 Commissioner
Billy Powell, District 2 Commissioner
Gregg Poole, District 3 Commissioner
Jeff Stowe, District 4 Commissioner

From: Beth Garmon, Director of Planning & Zoning

Date: October 7, 2025

Subject: **5019 Cagle Mill Road | Rezone |** from Agricultural Residential 1 (AR-1) and Residential 1 (R-1) to Light Industrial (I-1) | on an 84.35± acre tract | Zoned AR-1 & R-1; Tax Parcel 15007 000206A **| Proposed use: Uses permitted in I-1| NCP Holdings, LLC, applicant**

The request before you is from NCP Holdings, LLC to rezone from Agricultural Residential 1 (AR-1) and Residential 1 (R-1) to Light Industrial (I-1) for uses permitted in I-1. This item is located within Commission District 3.

At their October 6, 2025 meeting, the Hall County Planning Commission voted to recommend **approval with nineteen (19) conditions (4-0, Davidson absent).**

Staff recommendation: **Denial,** as the proposed development is not consistent with the "Suburban Neighborhood, Low Density" future land use designation in the Comprehensive Plan.

Public Comment:

- October 6, 2025 HCPC: **No comments were submitted** in advance of the meeting and **five (5) people spoke in opposition** during the public hearing.
- September 15, 2025 HCPC: **No comments were submitted** in advance of the meeting and **five (5) people spoke in opposition** during the public hearing.
- July 21, 2025 HCPC: **No comments were submitted in advance** of the meeting. The request was tabled and no public hearing was held for this item.

Planning Commission Conditions:

1. The property shall be developed in accordance with the site plan dated September 19, 2025, and as described in the project narrative dated May 27, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

2. Access to the property shall be approved by the Georgia Department of Transportation. The developer shall be responsible for all costs associated with improvements necessary for access to the development.
3. All buildings within Phase 2 of the development shall be limited to a total of 600,000 square feet.
4. A 100 foot undisturbed natural vegetative stream buffer and 150 foot impervious setback as measured from the edges of the bank shall be applicable to the North Oconee River only. All other streams shall maintain a 50 foot undisturbed natural vegetative stream buffer and 75 foot impervious setback, as measured from the edges of the stream bank.
5. During construction, the developer shall install additional erosion and sediment control measures to protect the streams and all of the properties downstream from the development. These measures must be monitored and approved by the Hall County Engineering Department.
6. 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."
7. Tilt up concrete construction and TPO roof systems shall be allowed but all buildings shall be constructed with neutral exterior colors as approved by the Director of Planning and Zoning, or their designee.
8. Architectural roof panels shall be allowed with the color being approved by the Director of Planning and Zoning, or their designee.
9. The applicant must satisfy public water and Hall County sewer requirements prior to final plat approval or development of any individual lots.
10. The appropriate land disturbance permit and building permit prior to commencing the land use.
11. Restrictive covenants for the development shall be recorded prior to release of final plat.
12. Front building setbacks along Cagle Mill Road shall be as shown on the site plan dated September 19, 2025 and noted as "zoning buffers."
13. Parking space requirements and parking lot design shall meet current guidelines of the Hall County Unified Development Code at the time of development.
14. Development shall occur via a phased development review process and phased land disturbance permit process so as to reduce erosion. The applicant shall provide phase lines on the submitted plans at the time of LDP application.
15. The applicant shall submit all NPDES reports on a timely basis to the Georgia EPD and shall submit copies of all such reports to the County Engineer at the time of their submission to EPD.
16. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including but not limited to the Fire Marshal and Hall County Engineering. Where there are discrepancies between

the proposed standards and County regulations, the County regulations shall overrule unless otherwise approved herein.

17. All conditions of zoning shall be made part of any plats or plans created for the property.
18. An undisturbed zoning buffer shall be maintained as depicted on the submitted site plan dated September 19, 2025. Areas within the buffer that are sparsely vegetated shall be supplemented with additional plantings, with final review and approval subject to the Director of Planning and Zoning or their designee.
19. Access from Cagle Mill Road shall be emergency access only as shown on the submitted site plan dated September 19, 2025.

HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT

Applicant ..... NCP Holding, LLC

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

Proposed Use ..... Uses permitted in I-1

Size ..... 84.35± acres

Zoning ..... **Current:** Agricultural Residential 1 (AR-1) & Residential 1 (R-1) | **Proposed:** Light Industrial (I-1)

Location ..... **5019 Cagle Mill Road |** Tax parcel 15007 000206A

Commission District ..... Three

Planning Commission Date ..... September 15, 2025

Staff Recommendation ..... **Denial,** as the proposed development is not consistent with the "Suburban Neighborhood, Low Density" future land use designation in the Comprehensive Plan.

Record Number..... HZON25-0031

Planning Commission Recommendation ..... Approval, with conditions

Vote: 4-0 (Davidson absent)

Planning Commission Conditions:

1. The property shall be developed in accordance with the site plan dated September 19, 2025, and as described in the project narrative dated May 27, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

2. Access to the property shall be approved by the Georgia Department of Transportation. The developer shall be responsible for all costs associated with improvements necessary for access to the development.

3. All buildings within Phase 2 of the development shall be limited to a total of 600,000 square feet.

4. A 100 foot undisturbed natural vegetative stream buffer and 150 foot impervious setback as measured from the edges of the bank shall be applicable to the North Oconee River only. All other streams shall maintain a 50 foot undisturbed natural vegetative stream buffer and 75 foot impervious setback, as measured from the edges of the stream bank.

5. During construction, the developer shall install additional erosion and sediment control measures to protect the streams and all of the properties downstream from the development. These measures must be monitored and approved by the Hall County Engineering Department.

6. 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.”

7. Tilt up concrete construction and TPO roof systems shall be allowed but all buildings shall be constructed with neutral exterior colors as approved by the Director of Planning and Zoning, or their designee.

8. Architectural roof panels shall be allowed with the color being approved by the Director of Planning and Zoning, or their designee.

9. The applicant must satisfy public water and Hall County sewer requirements prior to final plat approval or development.

10. The development shall obtain the appropriate land disturbance permit and building permit prior to commencing the land use.

11. Restrictive covenants for the development shall be recorded prior to release of final plat.

12. Front building setbacks along Cagle Mill Road shall be as shown on the site plan dated September 19, 2025 and noted as “zoning buffers.”

13. Parking space requirements and parking lot design shall meet current guidelines of the Hall County Unified Development Code at the time of development.

14. Development shall occur via a phased development review process and phased land disturbance permit process so as to reduce erosion. The applicant shall provide phase lines on the submitted plans at the time of LDP application.

15. The applicant shall submit all NPDES reports on a timely basis to the Georgia EPD and shall submit copies of all such reports to the County Engineer at the time of their submission to EPD.

16. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development

Code of Hall County, as well as any other agencies or reviewing departments, including but not limited to the Fire Marshal and Hall County Engineering. Where there are discrepancies between the proposed standards and County regulations, the County regulations shall overrule unless otherwise approved herein.

17. All conditions of zoning shall be made part of any plats or plans created for the property.

18. An undisturbed zoning buffer shall be maintained as depicted on the submitted site plan dated September 19, 2025. Areas within the buffer that are sparsely vegetated shall be supplemented with additional plantings, with final review and approval subject to the Director of Planning and Zoning or their designee.

19. Access from Cagle Mill Road shall be emergency access only as shown on the submitted site plan dated September 19, 2025.

Excerpts from the minutes of the October 6, 2025 meeting. These minutes have not yet been approved by the Planning Commission.

Applicant's Presentation:

Katie Greenway, Planning and Zoning Administrator, presented a summary of the request and recent changes to the site plan. Mr. Hunt asked Ms. Greenway whether the staff report's recommendation of denial was based on the original site plan submitted. Ms. Greenway stated that the denial was based on the inconsistency of the application and the Comprehensive Plan. Beth Garmon, Director of Planning and Zoning, clarified that although a revised site plan was submitted, staff did not make any changes to the staff report.

Ed Myers, 752 Chattahoochee Place, Gainesville, presented the request. The applicant asked Ms. Greenway to clarify the use of lot lines and subdividing the property. Ms. Greenway stated that any subdivision of the property requires a special use application to be approved by the Board. The applicant is requesting to rezone an 84.35± acre tract from Agricultural Residential 1 (AR-1) and Residential 1 (R-1) to Light Industrial (I-1) to allow uses permitted in the Light Industrial zoning district. Specifically, the property would serve as a second phase of the future North Oconee Industrial Park, adding an additional 672,500 square feet to the overall development if approved. The subject parcel is within the North Oconee Water Supply Watershed District. This district is subject to impervious surface area restrictions which are reviewed and monitored by the Hall County Engineering Department. Currently, the site is developed with two accessory buildings and is otherwise heavily forested. The North Oconee River and a tributary stream run through the property. The southern area of the property includes County Studied and FEMA flood zones.

Public Forum:

Jodi White, 5166 Whitehall Road, Lula, spoke in opposition. Her concerns included that the proposed buffer to the adjacent property (tax parcel 15007 000185) could set a precedent for future applications, and that the current roadway could not support the increased traffic. She noted that the projected road widening project might improve traffic capacity once completed.

Planning Commission Comments:

Mr. Hunt asked the applicant whether they would be agreeable to reducing the square footage of Phase II to 600,000 square feet. The applicant agreed. Mr. Hunt also asked for confirmation that access from Cagle Mill Road would be used only for emergency services. The applicant confirmed this and indicated on the site plan that the existing landscaping would remain undisturbed, with additional landscaping to be planted behind Building 3.

***Motion:* A motion to approve, with conditions was made by Stan Hunt and seconded by Frank Sosebee. Vote: 4-0 (Davidson absent)**

Conditions:

1. The property shall be developed in accordance with the site plan dated September 19, 2025, and as described in the project narrative dated May 27, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

2. Access to the property shall be approved by the Georgia Department of Transportation. The developer shall be responsible for all costs associated with improvements necessary for access to the development.

3. All buildings within Phase 2 of the development shall be limited to a total of 600,000 square feet.

4. A 100 foot undisturbed natural vegetative stream buffer and 150 foot impervious setback as measured from the edges of the bank shall be applicable to the North Oconee River only. All other streams shall maintain a 50 foot undisturbed natural vegetative stream buffer and 75 foot impervious setback, as measured from the edges of the stream bank.

5. During construction, the developer shall install additional erosion and sediment control measures to protect the streams and all of the properties downstream from the development. These measures must be monitored and approved by the Hall County Engineering Department.

6. 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.”

7. Tilt up concrete construction and TPO roof systems shall be allowed but all buildings shall be constructed with neutral exterior colors as approved by the Director of Planning and Zoning, or their designee.

8. Architectural roof panels shall be allowed with the color being approved by the Director of Planning and Zoning, or their designee.

9. The applicant must satisfy public water and Hall County sewer requirements prior to final plat approval or development of any individual lots.

10. The appropriate land disturbance permit and building permit prior to commencing the land use.

11. Restrictive covenants for the development shall be recorded prior to release of final plat.

12. Front building setbacks along Cagle Mill Road shall be as shown on the site plan dated September 19, 2025 and noted as "zoning buffers."

13. Parking space requirements and parking lot design shall meet current guidelines of the Hall County Unified Development Code at the time of development.

14. Development shall occur via a phased development review process and phased land disturbance permit process so as to reduce erosion. The applicant shall provide phase lines on the submitted plans at the time of LDP application.

15. The applicant shall submit all NPDES reports on a timely basis to the Georgia EPD and shall submit copies of all such reports to the County Engineer at the time of their submission to EPD.

16. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including but not limited to the Fire Marshal and Hall County Engineering. Where there are discrepancies between the proposed standards and County regulations, the County regulations shall overrule unless otherwise approved herein.

17. All conditions of zoning shall be made part of any plats or plans created for the property.

18. An undisturbed zoning buffer shall be maintained as depicted on the submitted site plan dated September 19, 2025. Areas within the buffer that are sparsely vegetated shall be supplemented with additional plantings, with final review and approval subject to the Director of Planning and Zoning or their designee.

19. Access from Cagle Mill Road shall be emergency access only as shown on the submitted site plan dated September 19, 2025.

Excerpts from the minutes of the September 15, 2025 meeting

Applicant's Presentation:

Katie Greenway, Planning and Zoning Administrator, presented a summary of the request. She noted that an updated site plan was provided today.

Clint Dixon, 5230 Bellewood Court, Buford, presented the request. The applicant is requesting to rezone an 84.35± acre tract from Agricultural Residential 1 (AR-1) and Residential 1 (R-1) to Light Industrial (I-1) to allow uses permitted in the Light Industrial zoning district. Specifically, the property would serve as a

second phase of the future North Oconee Industrial Park, adding an additional 672,500 square feet to the overall development if approved.

The subject parcel is within the North Oconee Water Supply Watershed District. This district is subject to impervious surface area restrictions which are reviewed and monitored by the Hall County Engineering Department. Currently, the site is developed with two accessory buildings and is otherwise heavily forested. The North Oconee River and a tributary stream run through the property. The southern area of the property includes County Studied and FEMA flood zones.

Public Forum:

Jodi White, 5166 Whitehall Road, Lula, asked for the application to be tabled to allow the community time to review the updated plan which was submitted on the day of the public hearing.

Vicki Herrington, 5087 Cagle Mill Road, Lula, spoke in opposition and asked for the application to be tabled due to the revisions to the site plan.

Kim Frisbie, 6037 Julian Baugh Road, Lula, spoke in opposition and asked for the application to be tabled as the community would like time to review the new site plan.

Catherine Carney, 5095 Cagle Mill Road, Lula, spoke in opposition. Concerns raised were that the application does not match the current character of the community and that the development would increase traffic. Ms. Carney also asked for the application to be tabled to allow the community time to review the updated plan.

Adam Maddox, 4905 Cagle Mill Road, Lula, attended the meeting to represent his parents who live in the area and spoke in opposition. Mr. Maddox stated that the site plan shows one of the proposed warehouses located in a flood zone and he is concerned about the ramifications to his parents' home. Additional concerns raised were the possibility of the development negatively affecting surrounding property values and also generating increased noise in the area. He asked if there would be privacy fencing between the development and the adjacent residential properties.

Planning Commission Comments:

Mr. Hunt stated that because he was out of town, the site plan was recently changed as a result of discussions with the applicant and Commissioner Poole of the county's Board of Commissioners regarding concerns with the proposed development. Mr. Hunt asked if the applicant would be agreeable to tabling the application to allow citizens to review the updated site plan. The applicant asked if they could remain on their current Board of Commissioners' meeting date. Mr. Hunt asked Ms. Beth Garmon, Director of Planning and Zoning, if scheduling would allow for the application to be tabled to the October 6, 2025 Planning Commission meeting and remain scheduled for the October 23, 2025 Board of Commissioners meeting. Ms. Garmon stated this is possible provided the application was not tabled again.

***Motion:* A motion to table to October 6, 2025 was made by Stan Hunt and seconded by André Castleberry. Vote: 4-0 (Sosebee absent)**

Excerpts from the minutes of the July 21, 2025 meeting

Applicant's Presentation:

Katie Greenway, Planning and Zoning Administrator, stated the applicant has requested to table to a future meeting date.

Motion: A motion to table to September 15, 2025 was made by Stan Hunt and seconded by Frank Sosebee and Shannon Davidson. Vote: 4-0

Staff recommends DENIAL of the applicant's request. However, if the board chooses to approve the request, staff recommends the following conditions:

1. The property shall be developed in accordance with the site plan dated May 23, 2025, and as described in the project narrative dated May 27, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

2. Access to the property shall be approved by the Georgia Department of Transportation. The developer shall be responsible for all costs associated with improvements necessary for access to the development.

3. All buildings within Phase 2 of the development shall be limited to a total of 672,500 square feet.

4. A 100 foot undisturbed natural vegetative stream buffer and 150 foot impervious setback as measured from the edges of the bank shall be applicable to the North Oconee River only. All other streams shall maintain a 50 foot undisturbed natural vegetative stream buffer and 75 foot impervious setback, as measured from the edges of the stream bank.

5. During construction, the developer shall install additional erosion and sediment control measures to protect the streams and all of the properties downstream from the development. These measures must be monitored and approved by the Hall County Engineering Department.

6. 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."

7. Tilt up concrete construction and TPO roof systems shall be allowed but all buildings shall be constructed with neutral exterior colors as approved by the Director of Planning and Zoning, or their designee.

8. Architectural roof panels shall be allowed with the color being approved by the Director of Planning and Zoning, or their designee.

9. The applicant must satisfy Hall County public water and sewage requirements prior to final plat approval or development of any individual lots.

10. Each individual lot shall obtain the appropriate land disturbance permit and building permit prior to commencing the land use.

11. Restrictive Covenants for the development shall be recorded prior to release of final plat.

12. Front building setbacks along Cagle Mill Road shall be 75 feet from the property line.

13. Parking space requirements and parking lot design shall meet current guidelines of the Hall County Unified Development Code.

14. Development shall occur via a phased development review process and phased land disturbance permit process so as to reduce erosion. The Applicant shall provide phase lines on the submitted plans at the time of LDP application.

15. The applicant shall submit all NPDES reports on a timely basis to the Georgia EPD and shall submit copies of all such reports to the County Engineer at the time of their submission to EPD.

16. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to the Fire Marshal and Hall County Engineering. Where there are discrepancies between the proposed standards and County regulations, the County regulations shall overrule unless otherwise approved herein.

17. All conditions of zoning shall be made part of any plats or plans created for the property.

Summary Analysis

The applicant is requesting to rezone an 83.35± acre tract from Agricultural Residential 1 (AR-1) and Residential 1 (R-1) to Light Industrial (I-1) to allow uses permitted in the Light Industrial zoning district. Specifically, the property would serve as a second phase of the future North Oconee Industrial Park, adding an additional 672,500 square feet to the overall development if approved.

The subject parcel is within the North Oconee Water Supply Watershed District. This district is subject to impervious surface area restrictions which are reviewed and monitored by the Hall County Engineering Department. Currently, the site is developed with two accessory buildings but is otherwise heavily forested. The North Oconee River and a tributary stream run through the property. The southern area of the property includes County Studied and FEMA flood zones.

The surrounding properties are zoned and developed as outlined below:

North: Light Industrial (I-1) – Undeveloped, approved for the North Oconee Industrial Park
East: Agricultural Residential 1 (AR-1) – Developed with single-family residences and undeveloped parcels
South: Agricultural Residential 1 (AR-1) – Developed with single-family residences and undeveloped parcels
West: Light Industrial (I-1) – Undeveloped, approved for the North Oconee Industrial Park

The approximately 10.58± acres portion of the subject parcel zoned Residential 1 (R-1) was rezoned from Agricultural Residential III (AR-III) on February 27, 1989 for a 7-lot subdivision; no development plans for the subdivision have been submitted to the county for review.

As stated, the subject property is proposed to be a second phase of the North Oconee Industrial Park, which is located on the adjacent property zoned Light Industrial (I-1), identified as 4020 & 3886 Cornelia Highway and 4761 Cagle Mill Road. The property was rezoned to L-1 on February 23, 2023 to allow an industrial park with an aggregate building square footage of 1,067,000 square feet (HZON23-0008), subject to the following conditions:

1. The development shall occur substantially as depicted on the site plan dated August 15, 2022 and described in the project narrative. The developer may be allowed to adjust lot lines and the quantity of lots due topographical, ecological, or geological constraints, as long as the total aggregate building square footage does not exceed 1,067,000 sq. ft. for the entire development.
2. The proposed development may contain flood zones. The site shall require a stormwater management report. The proposed development is located in the North Oconee watershed overlay, which requires that all stream buffers and setbacks be double the normal setback as measured from wrested vegetation (not the centerline of the stream) from 50 foot to 100 foot. The impervious buffer is 150 foot instead of 75 foot.
3. During construction the developer shall install additional erosion and sediment control measures to protect the streams and all of the properties downstream from the development. These measures must be monitored and approved by the Hall County Engineer's Office.
4. The development shall follow the standard preliminary and final plat review process found in Section 16.40 of the Hall County Code.
5. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property: "Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."
6. The necessary Georgia Department of Transportation (GDOT) permit shall be required prior to issuance of a land disturbance permit (LDP).
7. Tilt up concrete construction and TPO roof systems shall be allowed but all buildings shall be constructed with neutral exterior colors as approved by the Director of Planning and Development.

8. Architectural roof panels shall be allowed with the color being approved by the Director of Planning and Development.
9. All conditions of zoning shall be made part of any plats created for the property.
10. Adult establishments, astrologers, clairvoyants, fortune tellers, palmists, phrenologists, tattoo, body piercing, and body modification establishments shall be prohibited.
11. No Land Disturbance permit (LDP) shall be issued until all IFC (Fire Code) concerns have been adequately addressed and the plans receive Fire Marshal approval.
12. The applicant must satisfy Hall County public water and sewage requirements prior to final plat approval or development of any individual lots.
13. Each individual lot shall obtain the appropriate land disturbance permit and building permit prior to commencing the land use.
14. Development Restrictive Covenants shall be recorded prior to release of final plat.
15. Front building setbacks along Highway 365 and Cagle Mill Road shall be 100 feet from the center line of the street or 75 feet from the property line, whichever is greater.
16. Parking space requirements and parking lot design shall meet Hall County guidelines.
17. Development shall occur via a phased development review process and phased land disturbance permit process so as to reduce erosion. The Applicant shall provide phase lines on the submitted plans at the time of LDP application.
18. The applicant shall submit all NPDES reports on a timely basis to the Georgia EPD and shall submit copies of all such reports to the County Engineer at the time of their submission to EPD.
19. If any of these conditions are not addressed and reflected on the site plan and/or other supporting documents as necessary when applying for the LDP, then the County shall reject the LDP application and request all matters to be addressed prior to the application's acceptance.

A concurrent application for the property at 4020 & 3886 Cornelia Highway and 4761 Cagle Mill Road (HZCU25-0029) has been submitted to amend condition #2 of the previous zoning action to require that a 100 foot undisturbed buffer and 150 foot impervious setback be applicable to the North Oconee River only and that all other streams on the property be subject to the standard 50 foot undisturbed buffer and 75 foot impervious setback. The applicant requests that the same stream buffer and setback standard be applied to this rezoning request.

Per the submitted site plan, the proposed development includes five buildings:

- Building 1 - 160,000 square feet
- Building 2 - 100,000 square feet
- Building 3 - 140,000 square feet
- Building 4 - 80,000 square feet
- Building 5 – 192,500 square feet

The square footage of all 5 buildings totals 672,500 square feet. Each building is surrounded by employee and truck parking/loading areas. Primary access to the site will be from State Route 365 (Cornelia Highway) through Phase 1 of the North Oconee Industrial Park. Two driveways on Cagle Mill Road would provide emergency access only.

The submitted site plan shows the required transitional vegetated buffer of 50 feet adjacent to residentially-zoned properties, as well as the required 100 foot undisturbed buffer and 150 foot impervious setback from the North Oconee River. A 50 foot undisturbed buffer and 75 foot impervious

setback associated with the stream along the northern property line are proposed with the assumption that the amended condition for the concurrent request will be approved, reducing the buffers on streams other than the North Oconee River.

Per the narrative, the proposed uses will be those allowed in the Light Industrial zoning district. The majority of the development is expected to be offices and warehouses.

Water service will be provided by the City of Gainesville Water Resources Department as confirmed by an email dated June 3, 2025. Sanitary sewer service will be provided by Hall County as confirmed by an availability letter dated May 30, 2025.

On June 30, 2025, Hall County Staff received Development of Regional Impact (DRI) review findings from Adam Hazell, Planning Director with the Georgia Regional Commission (GRMC). These findings determined that the project does not present any potential adverse interjurisdictional impacts.

Based on the future land use plan, staff finds the requested rezoning *is not consistent* with the Hall County Comprehensive Plan and the future land use designation of Suburban Neighborhood, Low Density. These areas consist of low-density, detached single-family housing. In less developed areas of the county, they should be focused where there is existing water and sewer infrastructure, or where future infrastructure is expected to be located. Future infrastructure may be driven by the Sewer System Master Plan & Rate Study or by developers willing to fund access where it isn't already planned.

Zoning Analysis

When considering a zoning amendment to the zoning maps, the Planning Commission must study the need and justification for the change based on a determination of the facts applicable to the particular case, and the following general lines of inquiry must be considered:

a) Whether the zoning proposal will permit a use that is suitable in view of the use, development and zoning of adjacent and nearby property; **The proposed rezoning is not compatible with the use and development of adjacent and nearby property to the south and east, as these areas are zoned Agricultural Residential 1 (AR-1) and are developed with agricultural and low density residential uses. Although the proposed zoning is not consistent with the intent of the Suburban Neighborhood, Low Density future land use designation in the Comprehensive Plan, the property to the north and east is zoned Light Industrial (I-1) and the proposed use is intended to align with the current zoning of that tract.**

b) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **The proposed rezoning to Light Industrial may adversely affect nearby agricultural and residential properties.**

c) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned; **The property has reasonable economic use as currently zoned.**

d) Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, schools, police protection, fire protection, public health facilities or emergency medical service; **If approved, the use is not likely to cause an excessive or burdensome use of the existing streets, as access to lower**

classified streets is limited and most traffic will be limited to State Route 365 (Cornelia Highway).

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 zoning is not consistent with the intent of the Suburban Neighborhood, Low Density future land use designation in the Comprehensive Plan.**

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 property is currently developed with two accessory structures and is otherwise undeveloped and forested.**

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 is Light Industrial (I-1). The property adjacent to the north and west is also zoned Light Industrial (I-1) and approved for an industrial park. The change would not create an isolated district unrelated to the surrounding developments and districts.**

l) Whether the present zoning district boundaries are illogically drawn in relation to existing conditions in the area; **There is no evidence that the present zoning district boundaries are illogically drawn.**

m) Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **The request may be considered out of scale with the needs of the immediate neighborhood as the surrounding area to the south and west is zoned for agricultural and residential uses, and the proposed use is not supported by future land use designation of Suburban Neighborhood, Low Density as specified in the Hall County Comprehensive Plan.**

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 existing zoning map.**

o) Whether the need for rezoning could be handled instead by a variance request to the Planning Commission; **The request could not be handled alternatively as a variance.**

p) Whether there would be an ecological or pollution impact resulting from major modifications to the land if the request is granted; **Any land disturbance activities on the property shall be required to go through the land development permitting process, and as a result are subject to local, state, and federal regulations. As a result, there 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; however, a traffic study will be required by Hall County Traffic.**

Development Support and Constraints

Hall County Environmental Health
In an email dated August 13, 2025, Emily McGahee stated, "No comment. Public sewer."

Georgia Department of Transportation
In an email dated August 18, 2025, Nakia Nembhard, GDOT Civil Engineer 3, stated that GDOT coordination is required.

Hall County Public Works and Utilities
In a memo dated August 15, 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 FEMA and Hall County studied Flood plains that are present onsite.
Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
North Oconee Reservoir Watershed District requires 100-foot stream buffers with a 150-foot no impervious set back on both sides of the stream as measured from the stream banks.

Traffic:
Traffic impact study may be required.
Improvements to Cagle Mill Road may be required.

Utilities
Hall County sewer area.
12" gravity sewer is available along Cornelia Hwy on the south side.
Sewer infrastructure is available along Cornelia Highway.

Hall County Fire Marshal
In an email dated June 13, 2025, John Hornick, NPQ Fire Service Plans Examiner 1, stated, "If approved the site development plan may require modifications during the development review process."

PLANNING AND ZONING DEPARTMENT 2375
BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504 MAILING
ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503 t: 770-531-6809 I
f: 770-531-3902

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ZONING APPLICATION

Applicant (Name & Mailing Address)

NCP Holding, LLC
8616 Decoy Lane
Lula, GA 30554
Phone 678 654-1246
Email Address [redacted]

Property Owner (Name & Mailing Address)

Black Family Enterprises, LP
2626 Parker Trail
Gainesville, GA 30506
Phone [redacted]
Email Address

Proposed Use Light Industrial

Contact Person (Name & Mailing Address)

Derrick McCollum
8616 Decoy Lane
Lula, GA 30554
Phone 678-654-1246
Email Address [redacted]

Status of Applicant

- Owner
- X Option to Purchase
- Area Resident
- Other

Requested Action

Existing Zoning: AR-1 & R-1
Rezone to: I-1
Fee:$
Receipt #:
Check #:

Tax Parcel Number 15007 000206A
Acreage 84.354
Location Address Eagle Mill Road

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

Print: Derrick McCollum Trent Bowen 6/2/25 Date: 5-23-2025
Sign: [signature] PRESTON BOWEN Date: 5-23-2025

Applicant must complete all information above. Failure to complete this section will result in the refusal of the application. The Planning Department has 15 days to review all applications and will set the dates for each application. If the application is found insufficient, an agenda date will not be set until the required information is submitted. Please note that the Planning Commission and County Commission dates are tentative.

Application Withdrawal: I hereby **withdraw** the application.

Sign Date:

Staff Use Only

Application Date: Taken by:
Tentative Planning Commission Date: Tentative County Commission Date:
County Commission District:

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

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AUTHORIZATION OF PROPERTY OWNERS

Note: If the applicant is the property owner, please disregard this form.

Name of owner(s): Black Family Enterprises, LP

Address: 2626 Parker Trail — Judith Black authorized member

Gainesville, GA 30506

Phone Number: [redacted]

Name of applicant(s): NCP Holdings, LLC

Address: 8616 Decoy Lane

Lula, GA 30554

Phone Number: 678-654-1246

I swear that I am the owner of the property which is the subject matter of the attached applications as shown in the records of Hall County, Georgia.

I authorize the person named above to act as applicant in the pursuit of a rezoning, permissive use, or variance of this property.

Signature of Owner(s)

Judith Black

Personally appeared before me

Judith Black

who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

JoAnn S. Watson
Notary Public

5/23/25
Date

JOANN S WATSON
NOTARY PUBLIC
My Commission Expires
July 30, 2025
HALL COUNTY, GEORGIA

Control Number : 0028053

STATE OF GEORGIA

Secretary of State

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

CERTIFICATE OF AMENDMENT

NAME CHANGE

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

BLACK FAMILY ENTERPRISES, L.P.
a Domestic Limited Partnership

has filed articles/certificate of amendment in the Office of the Secretary of State on 12/27/2024 changing its name to

BLACK FAMILY ENTERPRISES, LLLP
a Domestic Limited Liability Limited Partnership

and has paid the required fees as provided by Title 14 of the Official Code of Georgia Annotated.
Attached hereto is a true and correct copy of said articles/ certificate of amendment.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on 12/31/2024.

Brad Raffensperger

Brad Raffensperger
Secretary of State

CERTIFICATE OF AMENDMENT OF BLACK FAMILY ENTERPRISES, L.P.

The undersigned, desiring to amend the provisions of the certificate of limited partnership pursuant to the provisions of O.C.G.A. § 14-9-202, hereby certify the following:

1.

The name of the partnership is Black Family Enterprises, L.P.

2.

The date of filing the certificate of limited partnership was June 16, 2000.

3.

The certificate of limited partnership shall be amended as follows:

(a) By changing the name of the partnership to Black Family Enterprises, LLLP.

(b) By stating that the limited partnership is a limited liability limited partnership, as provided in O.C.G.A. §14-8-62(g).

4.

Except as amended herein, all other provisions of the original certificate shall remain in full force and effect.

5.

This amendment shall become effective as of the filing date.

IN WITNESS WHEREOF, the undersigned general partners have, after being first duly sworn, executed this certificate under seal, this 27 day of December, 2024.

(Signatures on following page)

(Signature page for Certificate of Amendment to Black Family Enterprises, L.P.)

GENERAL PARTNERS:

Unofficial Witness

Wiley S. Black

Notary Public
My Commission Expires: 01/09/2028

Unofficial Witness

Judith S. Black

Notary Public
My Commission Expires: 5/1/2027

TDC/JML/8621/14027/

4918-7918-1577, v. 1

Secretary of State

OFFICE OF SECRETARY OF STATE
CORPORATIONS DIVISION
2 Martin Luther King Jr. Dr. SE
Suite 313 West Tower
Atlanta, Georgia 30334
(404) 656-2817
sos.ga.gov

Electronically Filed
Secretary of State
Filing Date: 12/27/2024 10:46:34 AM

TRANSMITTAL INFORMATION FORM
BUSINESS AMENDMENT

1. **BLACK FAMILY ENTERPRISES, L.P.**
Entity Name

0028053
Entity Control No.

2. **Jessica M Lund**
Name of Person Filing Business Amendment

P.O. Box 1457	**Gainesville**	**GA**	**30503**
Address	City	State	Zip Code

3. Submitted with this filing is a filing fee of $20.00 payable to “Secretary of State”. Filing fees are non-refundable.

I understand that this Transmittal Information Form is included as part of my filing, and the information on this form will be entered in the Secretary of State business entity database. I certify that the above information is true and correct to the best of my knowledge.

Jessica M Lund
Signature of Authorized Person

GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

HOME (/)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	**BLACK FAMILY ENTERPRISES, LLLP**	Control Number:	**0028053**
Business Type:	**Domestic Limited Liability Limited Partnership**	Business Status:	**Active/Compliance**
Business Purpose:	**NONE**		
Principal Office Address:	**2580 Parker Trail, Gainesville, GA, 30506-1800, USA**	Date of Formation / Registration Date:	**6/16/2000**
State of Formation:	**Georgia**	Last Annual Registration Year:	**2027**

REGISTERED AGENT INFORMATION

Registered Agent Name:	**jesse M Black, Jr**
Physical Address:	**2580 Parker Trail, Gainesville, GA, 30506, USA**
County:	**Hall**

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Filing History Name History

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GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

HOME (/)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	**NCP HOLDINGS, LLC**	Control Number:	**0555730**
Business Type:	**Domestic Limited Liability Company**	Business Status:	**Active/Compliance**
Business Purpose:	**NONE**		
Principal Office Address:	**8616 Decoy Lane, Lula, GA, 30554, USA**	Date of Formation / Registration Date:	**8/15/2005**
State of Formation:	**Georgia**	Last Annual Registration Year:	**2025**

REGISTERED AGENT INFORMATION

Registered Agent Name:	**Larry Glover**
Physical Address:	**9616 Decoy Lane, Lula, GA, 30554, USA**
County:	**Hall**

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OPERATING AGREEMENT
OF
NCP HOLDINGS, LLC

THIS OPERATING AGREEMENT (the "Agreement") is made as of the 12th day of August, 2005, by and among **PRESTON BOWEN and LARRY GLOVER** (collectively referred to as "Members" and individually referred to as "Member").

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE GEORGIA SECURITIES ACT OF 1973, AS AMENDED, IN RELIANCE UPON THE EXEMPTION FROM REGISTRATION SET FORTH IN SECTION 10-5-9(13) OF SUCH ACT. IN ADDITION, THESE SECURITIES HAVE NOT BEEN REGISTERED WITH THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION IN RELIANCE UPON AN EXEMPTION FROM SUCH REGISTRATION SET FORTH IN THE SECURITIES ACT OF 1933 PROVIDED BY SECTION 4(2) THEREOF, NOR HAVE THEY BEEN REGISTERED WITH THE SECURITIES COMMISSION OF CERTAIN STATES IN RELIANCE UPON CERTAIN EXEMPTIONS FROM REGISTRATION. THESE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT PURPOSES ONLY AND MAY NOT BE OFFERED FOR SALE, PLEDGED, HYPOTHECATED, SOLD OR TRANSFERRED EXCEPT IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT AND IN A TRANSACTION WHICH IS EITHER EXEMPT FROM REGISTRATION UNDER SUCH ACTS OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACTS.

WHEREAS, the Member desires to form a limited liability company pursuant to the Georgia Limited Liability Company Act (the "Act"); and

WHEREAS, the Member desires to set forth its respective rights, duties, and responsibilities with respect to such limited liability company.

NOW, THEREFORE, for and in consideration of the mutual promises, obligations, and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Member, intending to be and being legally bound, does hereby agree as follows:

ARTICLE I

DEFINITIONS

The following terms used in this Operating Agreement shall have the following meanings (unless otherwise expressly provided herein):

"Articles of Organization." The Articles of Organization of **NCP HOLDINGS, LLC**, as filed with the Secretary of State, State of Georgia, as the same may be amended from time to time.

"Affiliate." (i) in the case of an individual, any relative of such Person, (ii) any officer, director, trustee, partner, manager, employee or holder of ten percent (10%) or more of any class of the voting securities of or equity interest in such Person; (iii) any corporation, partnership, limited liability company, trust or other entity controlling, controlled by or under common control with such Person; or (iv) any officer, director, trustee, partner, manager, employee or holder of ten percent (10%) or more of the outstanding voting securities of any corporation, partnership, limited liability company, trust or other entity controlling, controlled by or under common control with such Person.

"Capital Account." A capital account maintained in accordance with the rules contained in Treas. Reg. §1-704-1(b)(2)(4) as amended from time to time.

"Capital Contribution." Any contribution, as defined in O.C.G.A. §14-11-101(4), to the capital of the Company in cash or property by a Member whenever made.

"Code." The Internal Revenue Code of 1986, as amended from time to time.

"Company." **NCP HOLDINGS, LLC.**

"Distributable Cash." All cash, revenues and funds received by the Company from Company operations, less the sum of the following to the extent paid or set aside by the Company: (i) all principal and interest payments on indebtedness of the Company and all other sums paid to lenders; (ii) all cash expenditures incurred incident to the normal operation of the Company's business; (iii) such Reserves as the Managers deem reasonably necessary to the proper operation of the Company's business.

"Economic Interest." A Member's or Economic Interest Owner's share of one or more of the Company's Net Profits, Net Losses and distributions of the Company's assets pursuant to this Operating Agreement and the Georgia Act, but shall not include any right to vote on, consent to or otherwise participate in any decision of the Member or Manager.

"Economic Interest Owner." The owner of an Economic Interest who is not a Member.

"Entity." Any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association or any foreign trust or foreign business organization.

"Fiscal Year." The Company's fiscal year, which shall be the calendar year.

"Georgia Act." The Georgia Limited Liability Company Act at O.C.G.A. §14-11-100, et seq.

"Initial Capital Contribution." The initial contribution to the capital of the Company made by a Member pursuant to this Operating Agreement.

"Majority Interest." Ownership Interests of Member which, taken together, exceed fifty percent (50%) of the aggregate of all Ownership Interests.

"Manager." One or more managers designated pursuant to this Agreement. Specifically, Manager shall mean **PRESTON BOWEN**, or any other person(s) that succeed such person(s) in the capacity as Manager.

"Member." Each of the parties who executes a counterpart of this Operating Agreement as a Member and each of the parties who may hereafter become a Member. To the extent a Manager has purchased a Membership Interest in the Company, he will have all the rights of a Member with respect to such Membership Interest, and the term "Member" as used herein shall include a Manager to the extent he has purchased such Membership Interest in the Company. If a Person is a Member immediately prior to the purchase or other acquisition by such Person of an Economic Interest, such Person shall have all the rights of a Member with respect to such purchased or otherwise acquired Membership Interest or Economic Interest, as the case may be.

"Membership Interest." A Member's entire interest in the Company including such Member's Economic Interest, including the right to vote on, consent to, or otherwise participate in any decision or action of or by the Member granted pursuant to this Operating Agreement or the Georgia Act.

"Net Profits" or Net Losses" shall mean the Company's taxable income or loss determined in accordance with Code Section 703(a) for each of its Fiscal Years; provided, such Net Profits or Net Losses shall be computed as if items of tax-exempt income and nondeductible, non-capital expenditures (under Code Sections 705(a)(1)(b) and 705(a)(2)(B)) were included in the computation of taxable income or loss. For purposes of calculating Net Profits and Net Losses, the following items shall be treated as Code Section 705(a)(2)(B) expenditures: (a) amounts paid or incurred to organize the Company or to promote the sale of (or to sell) the Membership Interests, except for amounts with respect to which an election is properly made under Code Section 709(b); and (b) any deduction for a loss on a sale or exchange of Company property which is disallowed to the Company under Code Section 267(a)(1) or 707(b).

"Operating Agreement." This Operating Agreement as originally executed and as amended from time to time.

"Ownership Interest." The proportion that a Member's positive Capital Account bears to the aggregate positive Capital Accounts of all Member(s) whose Capital Accounts have positive balances as may be adjusted from time to time. The initial Ownership Interests of the Member is as follows:

PRESTON BOWEN	**50%**
LARRY GLOVER	**50%**

"Person." Any individual or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such "Person" where the context so permits.

caused the dispute, controversy or claim to be submitted to arbitration as a dilatory tactic.

15.22 Determination of Matters Not Provided For in This Agreement. The Manager shall decide any questions arising with respect to the Company and this Agreement which are not specifically or expressly provided for in this Agreement.

15.23 Further Assurances. The Members each agree to cooperate, and to execute and deliver in a timely fashion any and all additional documents necessary to effectuate the purposes of the Company and this Agreement.

15.24 Time. TIME IS OF THE ESSENCE OF THIS AGREEMENT, AND TO ANY PAYMENTS, ALLOCATIONS AND DISTRIBUTIONS SPECIFIED UNDER THIS AGREEMENT.

IN WITNESS WHEREOF, this Operating Agreement has been executed as of the date first set forth above.

Witness

Witness

MEMBER:

PRESTON BOWEN

LARRY GLOVER

EXHIBIT A

Initial capital contribution shall be as follows:

PRESTON BOWEN	**$100.00**
LARRY GLOVER	**$100.00**

PLANNING AND ZONING DEPARTMENT 2875
BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504 MAILING
ADDRESS: PO BOX 1435, GAINESVILLE GA 30503 t. 770-531-6309 f. 770-531-3902

HALL COUNTY
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CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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

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

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating $250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

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

I have**____ I have not X

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

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

Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/Owner's Signature: Judeth Black **Date:** 5/23/25

Applicant's/Owner's Name (Printed): Judith Black

PLANNING AND ZONING DEPARTMENT 2375
BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504 MAILING
ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503 t: 770-531-6809 I
f: 770-531-3902

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(3) The name and official position of the local government official to whom the campaign contribution was made; and

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**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:** 5-23-2025

Applicant's/Owner's Name (Printed): Derrick McCollum

PLANNING AND ZONING DEPARTMENT 2375
BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504 MAILING
ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503 t: 770-531-6809 I
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HALL COUNTY
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(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

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

I have**_____ I have not X

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

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

Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/Owner's Signature: Preston Bowen **Date:** 6/2/25

Applicant's/Owner's Name (Printed): PRESTON BOWEN

Letter of Intent
North Oconee Industrial Park
Phase 2

NCP Holdings, Inc. submits this letter of intent and zoning application for Tax Parcel 15007 000206A. This 84.354 acres is adjacent to and will be part of the existing North Oconee Industrial Park. Access with be through Phase 1 of the development. An emergency access will be on Cagle Mill Road. This will only be for emergency personnel in an emergency. The property is currently zoned AR-1 & R-1.

The applicant is proposing to rezone the property to Light Industrial (I-I) to allow for adding another 672,500 square feet to the overall development. It is anticipated the build out will be in a 5-to-10-year span. Proposed uses will be in conformance with the Permitted Uses in Article 7 Section 7.2.1 of the Hall County UDC. Most of the project is expected to be office and warehousing with the potential for 3 shifts with some users. Proposed uses are compatible with the growth along the GA 365 corridor. The Future Land Use Plan shows this area Suburban Neighborhood, Low Density. However, this property is adjacent to the existing Inland Port area and is more connected to this industrial area as it is cut off from the residential area by the North Oconee River, which forms the southern boundary of the property.

It is requested that this phase have the same conditions that the adjacent development with the exception of the stream buffers. It is requested that the North Oconee River keep the 100-foot undisturbed buffer and a 150-foot impervious setback and the remaining streams have the standard county 50-foot undisturbed buffer and 75-foot impervious setback.

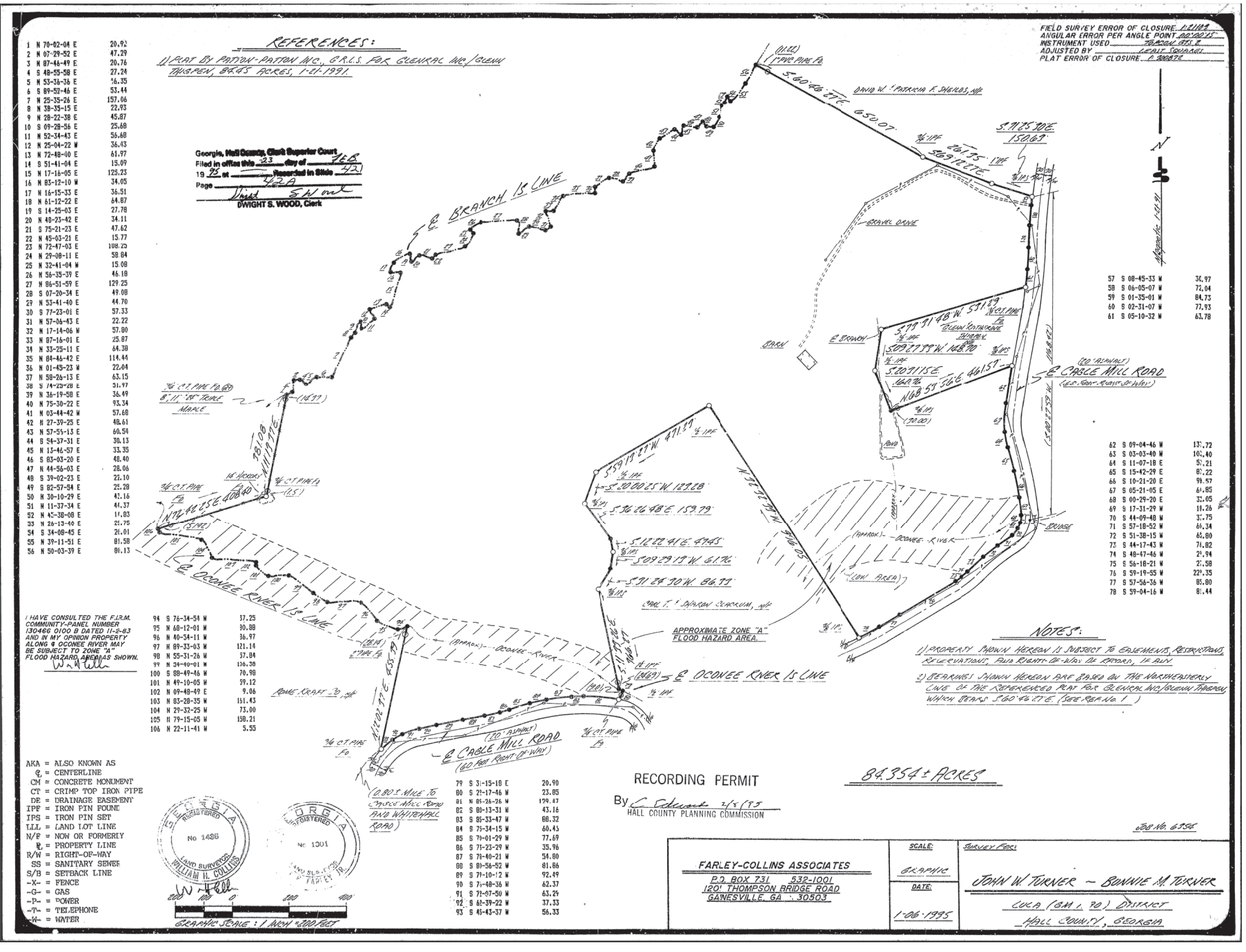
The development will be served by Hall County sanitary sewer and City of Gainesville Water. A 50-foot buffer will be provided next to residentially zoned properties.

This phase of development is anticipated to employ 600 people. With a use of 30 GPD per employee, the required sewer use will be 18,000 GDP.

In conclusion, the proposed development is consistent with existing development patterns in the surrounding area and it is compatible with the intent of the Comprehensive Plan. The Applicant respectfully request your approval of the application.

Thank you for your consideration

N. Edward Myers, PE


REFERENCES:
1) PLAT BY PATTON-PATTON INC., G.R.L.S. FOR GLENRAL INC./GLENN THARPEN, 84.65 ACRES, 1-21-1991
Georgia, Hall County, Clerk Superior Court
Filed in office this 23 day of FEB
19 95 at Recorded in Slide 421
Page 42A
DWIGHT S. WOOD, Clerk
FIELD SURVEY ERROR OF CLOSURE 1:21113
ANGULAR ERROR PER ANGLE POINT 00'20"
INSTRUMENT USED TOPCON GTS-2
ADJUSTED BY GEORGE SOUTHARD
PLAT ERROR OF CLOSURE 1:300876
E BRANCH IS LINE
E OCONEE RIVER IS LINE
E CABLE MILL ROAD
(60 FOOT RIGHT-OF-WAY)
(10' ASPHALT)
DAVID W. & PATRICIA F. SWEARDS, N/F
CARL T. & SHARON CHICKUM, N/F
GLENN THARPEN (TRACT 2)
GRAVEL DRIVE
BARN
POND
(APPROX.) OCONEE RIVER
(LOW AREA)
APPROXIMATE ZONE "A" FLOOD HAZARD AREA.
S 60°46'17"E 652.07'
S 79°48'W 531.09'
S 09°27'59"W 148.70'
S 09°11'E 162.76'
N 68°59'51"E 461.57'
S 79°19'27"W 471.59'
S 00°00'25"W 129.68'
S 36°36'48"E 159.79'
S 12°20'41"E 67.45'
S 09°29'13"W 61.76'
S 31°24'30"W 86.79'
N 46°24'55"W 408.05'
N 70°46'15"E 455.59'
N 27°46'15"E 600.40'
S 79°19'27"W 471.59'
S 60°46'17"E 652.07'
S 79°35'30"E 150.67'
N 09°27'59"E 261.75'
N 68°59'51"E 461.57'
N 27°46'15"E 600.40'
N 70°46'15"E 455.59'
N 46°24'55"W 408.05'
S 09°27'59"W 148.70'
S 79°48'W 531.09'
S 09°11'E 162.76'
S 79°35'30"E 150.67'
S 60°46'17"E 652.07'
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(16.97')
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(60.00')
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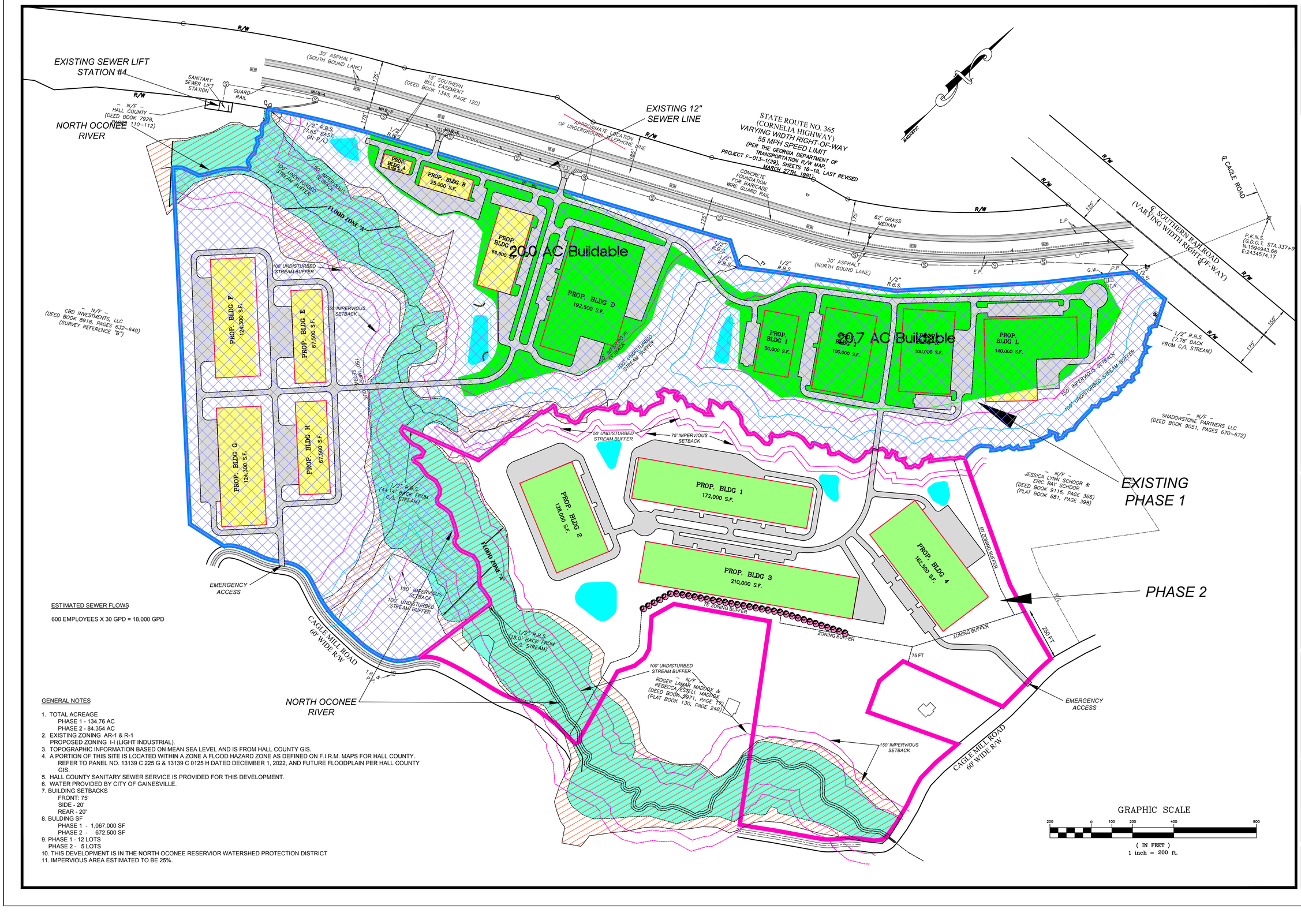

ESTIMATED SEWER FLOWS

600 EMPLOYEES X 30 GPD = 18,000 GPD

GENERAL NOTES

1. TOTAL ACREAGE
   PHASE 1 - 134.76 AC
   PHASE 2 - 84.354 AC
2. EXISTING ZONING AR-1 & R-1
   PROPOSED ZONING I-I (LIGHT INDUSTRIAL).
3. TOPOGRAPHIC INFORMATION BASED ON MEAN SEA LEVEL AND IS FROM HALL COUNTY GIS.
4. A PORTION OF THIS SITE IS LOCATED WITHIN A ZONE A FLOOD HAZARD ZONE AS DEFINED ON F.I.R.M. MAPS FOR HALL COUNTY. REFER TO PANEL NO. 13139 C 225 G & 13139 C 0125 H DATED DECEMBER 1, 2022, AND FUTURE FLOODPLAIN PER HALL COUNTY GIS.
5. HALL COUNTY SANITARY SEWER SERVICE IS PROVIDED FOR THIS DEVELOPMENT.
6. WATER PROVIDED BY CITY OF GAINESVILLE.
7. BUILDING SETBACKS
   FRONT: 75'
   SIDE - 20'
   REAR - 20'
8. BULDING SF
   PHASE 1 - 1,067,000 SF
   PHASE 2 - 672,500 SF
9. PHASE 1 - 12 LOTS
   PHASE 2 - 5 LOTS
10. THIS DEVELOPMENT IS IN THE NORTH OCONEE RESERVIOR WATERSHED PROTECTION DISTRICT
11. IMPERVIOUS AREA ESTIMATED TO BE 25%.

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Seal

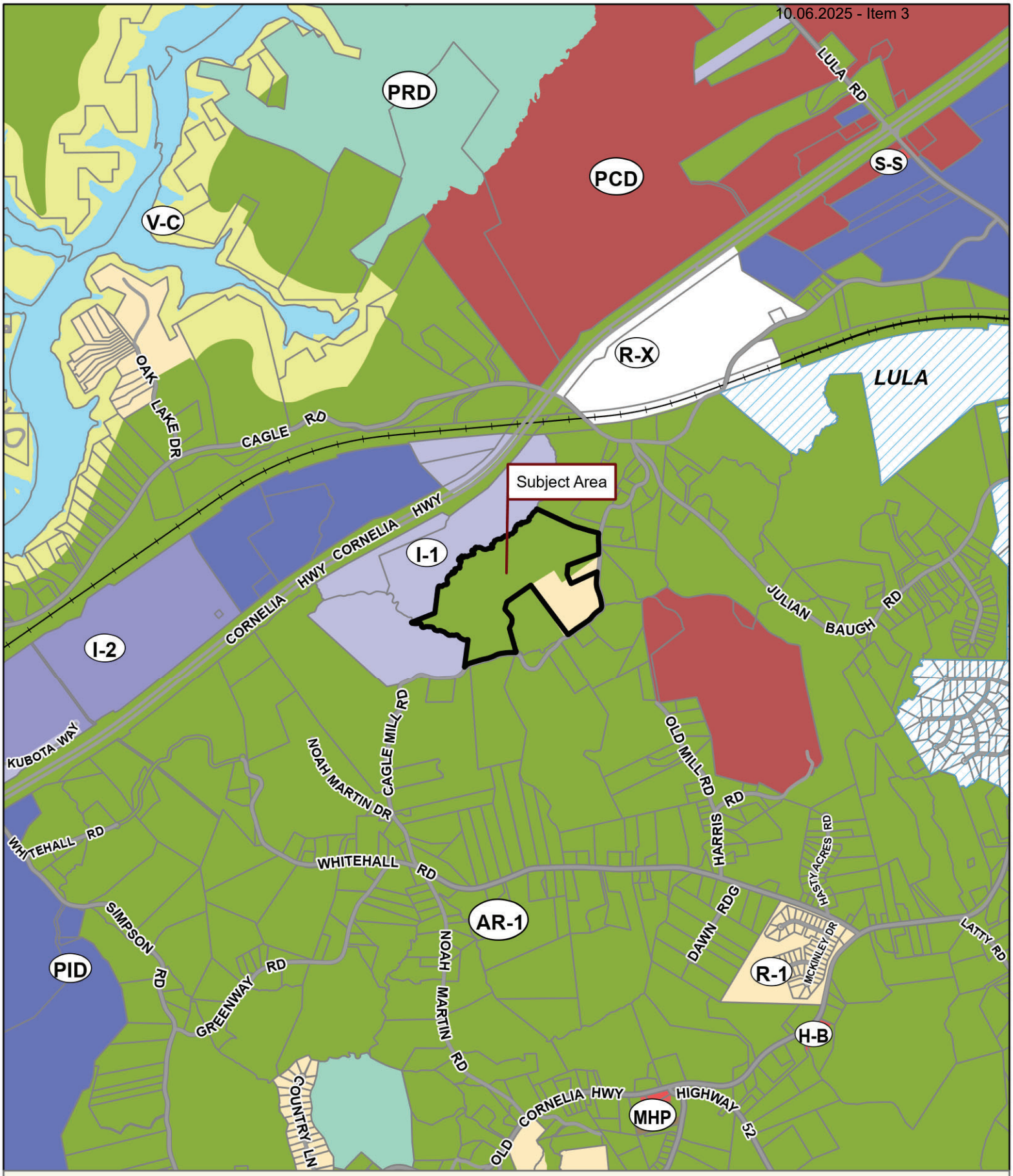
MYERS & CO.
civil engineers
P.O. BOX 634
GAINESVILLE, GA 30503
770-654-9172
ed@myers-and-co.com

Project Description
North Oconee Industrial Park Phase 2
G.M.D. 1690
HALL COUNTY, GEORGIA

DATE 9-19-25
JOB NO. 23-22
Sheet Title REZONING PLAN

Revisions

SHEET 1

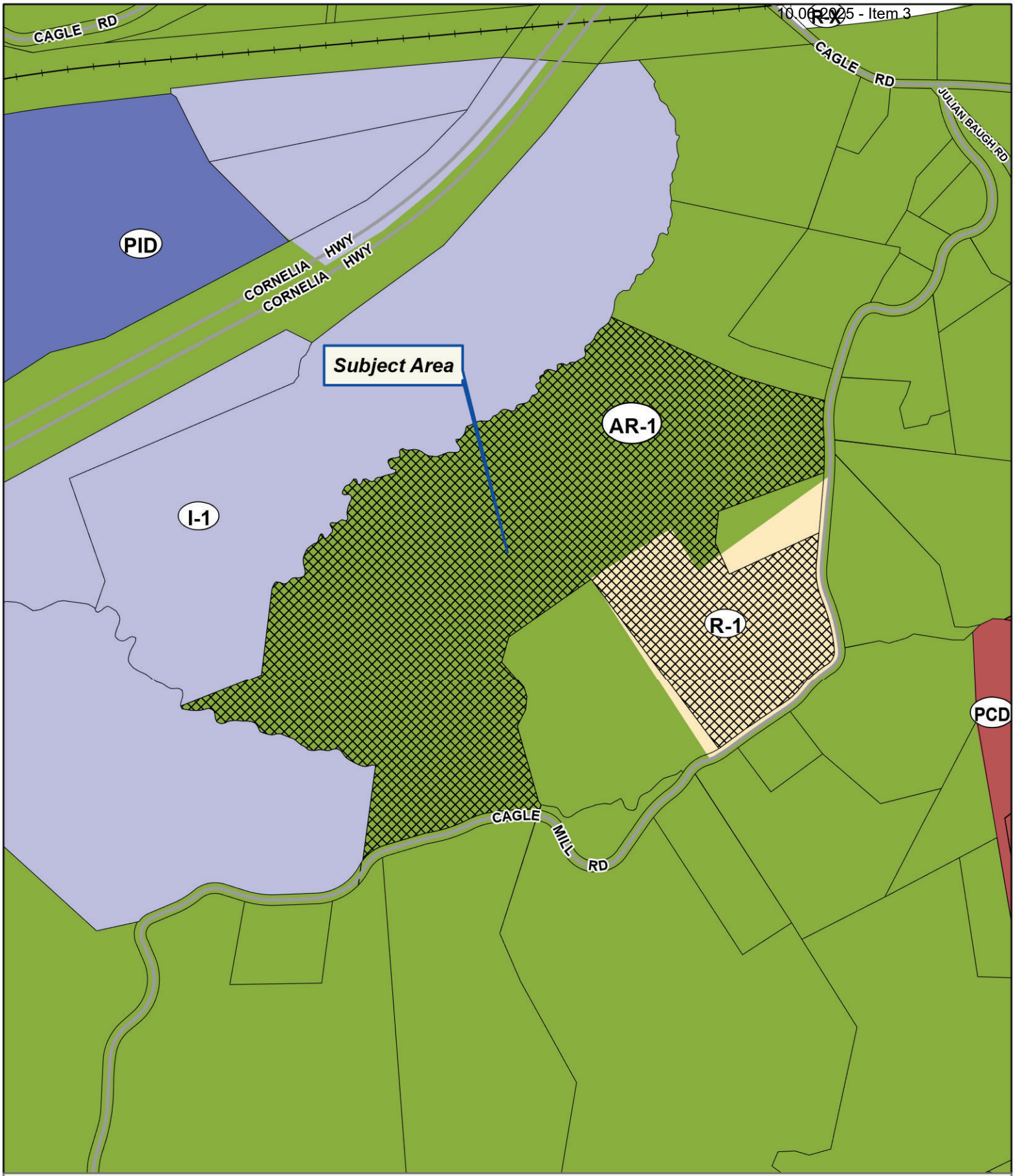


Applicant: NCP HOLDINGS, LLC
Tax Parcel #: 15007 000206A
Location: 5019 CAGLE MILL ROAD, LULA, GA 30554
Commission District 3 **PC Mtg. Date: 07/21/2025**

0 450 900 1,800
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N



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0 125 250 500
Feet

Zoning Boundary
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Applicant: NCP HOLDINGS, LLC

Tax Parcel #: 15007 000206A

Location: 5019 CAGLE MILL ROAD, LULA, GA 30554

Commission District 3 **PC Mtg. Date: 07/21/2025**

0 125 250 500
Feet

Zoning Boundary
City Limits
Subject Area

N

CITY OF
GAINESVILLE
WATER RESOURCES

June 3, 2025

NCP Holdings, LLC
Attn: Preston Bowen
8616 Decoy Lane
Lula, GA 30554

Re: Water Availability
Proposed North Oconee Industrial Park Phase II
5019 Cagle Mill Road
PIN: 15007 000026A

Dear Mr. Bowen,

The purpose of this letter is to confirm the availability of water service to the above-referenced property.

The City of Gainesville owns and operates an existing 12-inch DIP water main in the right-of-way of Cornelia Highway. The portion of Cagle Mill Road the subject property fronts does not currently have an existing City water main. In order to serve this property with public water, development of phase 1 of the industrial park would be required to install a water main from the existing City main on Cornelia Highway to the above-referenced property.

Currently, the City has adequate domestic water capacity to serve your proposed 2nd phase of the North Oconee Industrial Park development.

This confirmation of water availability is good for one year from the date of this letter at which time, it will become null and void unless engineered plans have been submitted for issuance of a development permit.

Please call me at (770) 538-2452 should you have any questions.

Sincerely,

Nick Swafford

Nick Swafford
Permitting Services and GIS Manager

cc: Tracy Robar, P.E., Engineering and Construction Div. Manager
Chris Thornhill, Project Manager

Hall County Government
PUBLIC WORKS AND UTILITIES

HALL COUNTY

POST OFFICE DRAWER 1435

GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

SRIKANTH YAMALA

Director

BILL NASH, P.E.

Assistant Director

September 6, 2022

Ridgeline Land Planning, Inc.
196 Belaire Court
Winder, GA 30680

Subject: Sanitary Sewer Letter of Availability
3886 & 4020 Cornelia Highway
4761 Cagle Mill Rd.
Parcel Id. No.: 157007000129,000270, 000027A
Lula, GA. 30554

Dear Holt Persinger,

In response to your request, this letter will serve as confirmation that Hall County has sufficient volume to serve the above development at Highway 365 and Cagle Road. The estimated average daily flow will be 37,800 GPD, based on 30 GPD/employee.

The existing sewer line is located along Highway 365. An extension into the subject property is required to be performed by the developer at owner's cost. A proposed lift station and force main will also be constructed at owner's cost and will be privately maintained.

Sanitary sewer capacity allocation is available on a first come, first serve basis by purchasing the sewer taps. As such, this "availability" letter does not guarantee capacity. Additionally, this letter is non-transferable. If the project design changes, this letter is void and a new "availability" letter must be obtained.

If you have any questions or need more information, please call the Hall County Public Works and Utilities Department at 770-531-6800.

Sincerely,

Bill Nash

Hall County Government
PUBLIC WORKS AND UTILITIES

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

BILL NASH, P.E.
Director

William (Bill) H. King III, P.E.
Assistant Director

May 30, 2025

NCP Holdings, LLC
8616 Decoy Lane
Lula, GA 30554

Subject: Sanitary Sewer Letter of Availability
5019 Cagle Mill Road
Parcel ID No: 15007 000206A
Lula, GA 30554

Dear Mr. Bach,

In response to your request, this letter will serve as confirmation that Hall County has sufficient volume to serve the above development at 5019 Cagle Mill Road. The estimated average daily flow will be 18,000 GPD.

The existing sewer line is located near the property at Cornelia Hwy. An extension into the subject property is required to be performed by the developer at owner's cost.

Sanitary sewer capacity allocation is available on a first come, first serve basis by purchasing the sewer taps. As such, this "availability" letter does not guarantee capacity. Additionally, this letter is non-transferable. If the project design changes, this letter is void and a new "availability" letter must be obtained.

If you have any questions or need more information, please call the Hall County Public Works and Utilities Department at 770-531-6800.

Sincerely,

William (Bill) H. King III, P.E.

Application for Sewer Availability Letter

Date: 5/28/25

Name of Applicant: NCP Holdings, LLC Contact Number: 678-654-1246

Address of Applicant: 8616 Decoy Lane

City: Lula State: GA Zip: 30554 E-mail: [redacted]

Name of Agent: Ed Myers Contact Number: [redacted]

Address of Agent: PO Box 634

City: Gainesville State: GA Zip: 30503 E-mail: ed@myers-and-co.com

THE APPLICANT NAMED ABOVE AFFIRMS THAT THEY ARE THE OWNER OR AGENT FOR THE OWNER OF THE PROPERTY DESCRIBED BELOW AND REQUESTS: (Please check the purpose of letter request and fill in all applicable information legibly and completely.)

AVAILABILITY: ☐ General Availability ☒ Rezoning ☐ Conditional Use Permit

Availability letters will require a minimum of one week from the date of application submittal.

Request from AR-1 & R-1 (Present Zoning) to I-1 (Requested Zoning)

For the Purpose of Light Industrial (Type of Development)

Address of Property: 5019 Cagle Mill Road

Nearest Intersection to Property: Cagle Mill Rd & Cagle Rd

Size of Tract: 84 acre(s), Lane Lot Number(s): GMD 1690 , District(s): _____

Development Estimate Average Daily Sewer Flow (GPD): 18,000 GPD (600 employees)

Property Tax Parcel Number: 15007 000206A Proposed number of Lots: 5

(Below: For properties within protected watershed districts only)

Gross Density: 0.05 units per acre Net Density: _____ units per acre

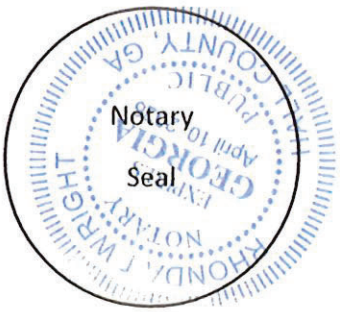
Estimated amount of impervious surface: 21 Ac (25%) Minimum Lot Size: 15,000 SF

Rhonda J Wright
Notary

N. Edward Myers
Signature of Owner(s)/Agent(s)

N. Edward Myers
Printed Name of Owner(s)/Agent(s)

Engineer
Title of Agent





ESTIMATED SEWER FLOWS

600 EMPLOYEES X 30 GPD = 18,000 GPD

GENERAL NOTES

1. TOTAL ACREAGE
   PHASE 1 - 134.76 AC
   PHASE 2 - 84.354 AC
2. EXISTING ZONING AR-1 & R-1
   PROPOSED ZONING I-I (LIGHT INDUSTRIAL).
3. TOPOGRAPHIC INFORMATION BASED ON MEAN SEA LEVEL AND IS FROM HALL COUNTY GIS.
4. A PORTION OF THIS SITE IS LOCATED WITHIN A ZONE A FLOOD HAZARD ZONE AS DEFINED ON F.I.R.M. MAPS FOR HALL COUNTY. REFER TO PANEL NO. 13139 C 225 G & 13139 C 0125 H DATED DECEMBER 1, 2022, AND FUTURE FLOODPLAIN PER HALL COUNTY GIS.
5. HALL COUNTY SANITARY SEWER SERVICE IS PROVIDED FOR THIS DEVELOPMENT.
6. WATER PROVIDED BY CITY OF GAINESVILLE.
7. BUILDING SETBACKS
   FRONT: 75'
   SIDE - 20'
   REAR - 20'
8. BULDING SF
   PHASE 1 - 1,067,000 SF
   PHASE 2 - 672,500 SF
9. PHASE 1 - 12 LOTS
   PHASE 2 - 5 LOTS
10. THIS DEVELOPMENT IS IN THE NORTH OCONEE RESERVIOR WATERSHED PROTECTION DISTRICT
11. IMPERVIOUS AREA ESTIMATED TO BE 25%.

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civil engineers
P.O. BOX 634
GAINESVILLE, GA 30503
770-534-9172

Project Description
North Oconee Industrial Park
G.M.D. 1690
HALL COUNTY, GEORGIA

DATE 5-28-25
JOB NO. 23-22
Sheet Title
REZONING PLAN

Revisions

SHEET
1

Outlook

HCPC Tentative Agenda 7.21.25

From Emily McGahee (Environmental Health) <emcgahee@hallcounty.org>
Date Wed 6/18/2025 12:14 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>; Katie L. Greenway (CDI: Planning) <klgreenway@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, 5674 Bark Camp Rd, Lean on Me: Must meet all Environmental Health commercial septic system permitting requirements as public sewer is not available to this parcel. 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.

Items 2/3A/3B/4A/4B, 1608 Whiting Drive, Vargas: No comment. Public Sewer.

Item 5, 5019 Cagle Mill, NCP Holdings: No comment. Public Sewer.

Item 6, 4020/3886 Cornelia Hwy: No comment. Public Sewer.

Item 7, A/B, 5684 Bethel Road, Truelove: 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 8, 5979 New Bethany Rd, Brown: 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 9, 4965 Bryant Quarter Rd, Clouse: No comment.

Item 10, 5970 Cleveland Hwy, Academy P1: Must meet all Environmental Health commercial septic system permitting requirements. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation may be required after review of business plan.

Item 11, County Staff: No comment.

Emily McGahee
Hall County Environmental Health
Hall County Government Center
2875 Browns Bridge Road
Mailing: PO Box 5901
Gainesville, GA 30504
(770) 531-3973 (phone)
emcgahee@hallcounty.org

http://dph.georgia.gov/environmental-health (State Website)
http://www.phdistrict2.org/HallCounty.htm (District Website)
https://www.hallcounty.org/192/Environmental-Health (County Website & Forms)

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Outlook

RE: Tentative Agenda July 21, 2025 Hall County Planning Commission Meeting

From Nembhard, Nakia L <NNembhard@dot.ga.gov>
Date Mon 6/16/2025 8:13 AM
To Kaitlyn Elliott (Planning) <kelliott@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,

Below you will find comments on proposed locations. If you have any questions please let me know.

1. **5674 Bark Camp Road | Special Use |** for a group home | on a 0.72± acre tract located on the northwest side of Bark Camp Road, approximately 1,362 feet from its intersection with Bark Camp Drive | Zoned AR-1; Tax Parcel 11083 002001 | P**roposed use: Group home** | ** Commission District 2 | **Lean On Me Recovery Residences, applicant**. **(Does Not Require GDOT Coordination)**

2. **1608 Whiting Drive | Rezone |** from Residential 1 (R-1) to Highway Business (H-B) | on a 0.20± acre tract located on the northeast side of Whiting Road, approximately 282 feet from its intersection with Browns Bridge Road | Zoned R-1; Tax Parcel 00123 007015 | **Proposed use: Vehicle repair, major** | ** Commission District 4 | **Gerardo Vargas, applicant** **(Will Require GDOT Coordination)**

3. **(A) 1604 & 1608 Whiting Drive, & 1790 Browns Bridge Road | Special Use** | on a combined 0.90± acre tract located on the northeast side of Whiting Road at its intersection with Browns Bridge Road | Zoned R-1 & H-B (GCOD); Tax Parcels 00123 007016, 007015 & 007017 | **Proposed use: Vehicle repair, major** | ** Commission District 4 | **Gerardo Vargas, applicant** **(Will Require GDOT Coordination)**

   (B) 1604 & 1608 Whiting Drive, & 1790 Browns Bridge Road | Special Use | for outdoor storage in GCOD | on a combined 0.90± acre tract located on the northeast side of Whiting Road at its intersection with Browns Bridge Road | Zoned R-1 & H-B (GCOD); Tax Parcels 00123 007016, 007015 & 007017 | **Proposed use: Outdoor storage** | ** Commission District 4 | **Gerardo Vargas, applicant** **(Will Require GDOT Coordination)**

4. **(A) 1604 & 1608 Whiting Drive, & 1790 Browns Bridge Road | Variance to Section 6.2** | GCOD standards | on a combined 0.90± acre tract located on the northeast side of Whiting Road at its intersection with Browns Bridge Road | Zoned R-1 & H-B (GCOD); Tax Parcels 00123 007016, 007015 & 007017 | **Proposed use: Development standards for vehicle repair, major** | * Commission District 4 | **Gerardo Vargas, applicant** **(Will Require GDOT Coordination)**

   (B) 1604 & 1608 Whiting Drive, & 1790 Browns Bridge Road | Variance to Section 8.1 | off street parking requirements | on a combined 0.90± acre tract located on the northeast side of Whiting Road at its intersection with Browns Bridge Road | Zoned R-1 & H-B (GCOD); Tax Parcels 00123 007016, 007015 & 007017 | **Proposed use: Parking for vehicle repair, major** | * Commission District 4 | **Gerardo Vargas, applicant** **(Will Require GDOT Coordination)**

5. **5019 Cagle Mill Road | Rezone |** from Agricultural Residential 1 (AR-1) and Residential 1 (R-1) to Light Industrial (I-1) | on an 84.35± acre tract located on the northwest side of Cagle Mill Road, approximately 1,890 feet from its intersection with Julian Baugh Road | Zoned AR-1 & R-1; Tax Parcel 15007 000206A | **Proposed use: Uses permitted in I-1** | ** Commission District 3 | **NCP Holdings, LLC, applicant** **(Will Require GDOT Coordination)**

6. **4020 & 3886 Cornelia Highway, 4761 Cagle Mill Road | Special Use |** to amend conditions of zoning | on a combined 134.76 acre tract located on the southeast side of Cornelia Highway, approximately 800 feet from its intersection with Cagle Road | Zoned I-1 (GCOD); Tax Parcels 15007 000129, 000270, 000027A | **Proposed use: Uses permitted in I-1** | ** Commission District 3 | **NCP Holdings, LLC, applicant** **(Will Require GDOT Coordination)**

7. **(A) 5684 Bethel Road | Rezone** | from Planned Residential Development (PRD) to Residential Low Density (R-1-L) | on an 8.30± acre tract located on the northeast side of Bethel Road, approximately 907 feet from its intersection with Avalon Commons Way | Zoned PRD; Tax Parcel 12007 000001 | **Proposed use: Minor subdivision** | ** Commission District 3 | **Janet Truelove, applicant** **(Does Not Require GDOT Coordination)**

   (B) 5684 Bethel Road | Special Use | minor subdivision | on an 8.30± acre tract located on the northeast side of Bethel Road, approximately 907 feet from its intersection with Avalon Commons Way | Zoned PRD; Tax Parcel 12007 000001 | **Proposed use: Minor subdivision** | ** Commission District 3 | **Janet Truelove, applicant** **(Does Not Require GDOT Coordination)**

8. **5979 New Bethany Road | Rezone |** from Planned Residential Development (PRD) to Agricultural Residential 1 (AR-1) | on a 5.56± acre portion of a tract located on the south east of Beards Road approximately 1,096 feet from its intersection with New Bethany Road | Zoned PRD; Tax Parcel 07328 004003(pt) | **Proposed Use: Single family residence** | ** Commission District 2 | **The Travis and Herman Brown Family Limited Partnership, applicant** **(Does Not Require GDOT Coordination)**

9. **4965 Bryant Quarter Road | Rezone** | from Planned Commercial Development (PCD) to Agricultural Residential 1 (AR-1) | on a 3.30± acre portion of a tract located on the northwest side of Bryant Quarter Road, approximately 2,030 feet from its intersection with Emory Griffin Road | Zoned PCD; Tax Parcel 15003 000015G(pt) | **Proposed use: Uses permitted in AR-1** | ** Commission District 3 | **John Clouse, applicant** **(Does Not Require GDOT Coordination)**

10. **5970 Cleveland Highway | Rezone |** from Agricultural Residential 1 (AR-1) to Highway Business (H-B, GCOD) | on a 2.22± acre tract located on the southeast side of Cleveland Highway at its intersection with Hulsey Road | Zoned AR-1; Tax Parcel 12064 000012 **| Proposed use: Indoor recreation facility |** ** Commission District 3 **| Academy P1 Building, LLC, applicant (Will Require GDOT Coordination)**

11. 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** **(Does Not Require GDOT Coordination)**

Thanks,

Nakia Nembhard
Civil Engineer 3

Georgia Department of Transportation

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: Thursday, June 12, 2025 12:02 PM
Subject: Tentative Agenda July 21, 2025 Hall County Planning Commission Meeting

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

Good Afternoon,

Here is the Tentative Agenda and Maps for the **July 21, 2025** Hall County Planning Commission Meeting. Please use the links to review the documents and respond with comments to Hall County Planning and Development.

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

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

Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

MEMORANDUM

To: Beth Garmon, Director of Planning and Zoning

From: Bill Nash, Director of Public Works and Utilities

Date: June 20, 2025

Subject: July 21, 2025 - Hall County Planning Commission Agenda

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the July 21, 2025 meeting. Upon review, we provide the following comments.

NEW BUSINESS

1. **5674 Bark Camp Road | Special Use** | for a group home | on a 0.72± acre tract located on the northwest side of Bark Camp Road, approximately 1,362 feet from its intersection with Bark Camp Drive | Zoned AR-1; Tax Parcel 11083 002001 | **Proposed use: Group home** | ** Commission District 2 | **Lean On Me Recovery Residences, applicant.**

a. **Engineering**: No comment
b. **Traffic:** No comment.
c. **Utilities:** Septic area. Hall County sewer service but no sewer in area.

2. **1608 Whiting Drive | Rezone** | from Residential 1 (R-1) to Highway Business (H-B) | on a 0.20± acre tract located on the northeast side of Whiting Road, approximately 282 feet from its intersection with Browns Bridge Road | Zoned R-1; Tax Parcel 00123 007015 | **Proposed use: Vehicle repair, major** | ** Commission District 4 | **Gerardo Vargas, 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:** Commercial driveway
c. **Utilities:** Gainesville sewer. No sewer nearby.

3. **(A) 1604 & 1608 Whiting Drive, & 1790 Browns Bridge Road | Special Use** | on a combined 0.90± acre tract located on the northeast side of Whiting Road at its intersection with Browns Bridge Road | Zoned R-1 &

H-B (GCOD); Tax Parcels 00123 007016, 007015 & 007017 | **Proposed use: Vehicle repair, major** | ** Commission District 4 | **Gerardo Vargas, applicant**
(B) 1604 & 1608 Whiting Drive, & 1790 Browns Bridge Road | Special Use | for outdoor storage in GCOD | on a combined 0.90± acre tract located on the northeast side of Whiting Road at its intersection with Browns Bridge Road | Zoned R-1 & H-B (GCOD); Tax Parcels 00123 007016, 007015 & 007017 | **Proposed use: Outdoor storage** | ** Commission District 4 | **Gerardo Vargas, 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:** Commercial driveway
c. **Utilities:** Gainesville sewer. No sewer nearby

4. **(A) 1604 & 1608 Whiting Drive, & 1790 Browns Bridge Road | Variance to Section 6.2** | GCOD standards | on a combined 0.90± acre tract located on the northeast side of Whiting Road at its intersection with Browns Bridge Road | Zoned R-1 & H-B (GCOD); Tax Parcels 00123 007016, 007015 & 007017 | **Proposed use: Development standards for vehicle repair, major** | * Commission District 4 | **Gerardo Vargas, applicant**
(B) 1604 & 1608 Whiting Drive, & 1790 Browns Bridge Road | Variance to Section 8.1 | off street parking requirements | on a combined 0.90± acre tract located on the northeast side of Whiting Road at its intersection with Browns Bridge Road | Zoned R-1 & H-B (GCOD); Tax Parcels 00123 007016, 007015 & 007017 | **Proposed use: Parking for vehicle repair, major** | * Commission District 4 | **Gerardo Vargas, 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:** Commercial driveway
c. **Utilities:** No sewer in area. Gainesville water

5. **5019 Cagle Mill Road | Rezone |** from Agricultural Residential 1 (AR-1) and Residential 1 (R-1) to Light Industrial (I-1) | on an 84.35± acre tract located on the northwest side of Cagle Mill Road, approximately 1,890 feet from its intersection with Julian Baugh Road | Zoned AR-1 & R-1; Tax Parcel 15007 000206A | **Proposed use: Uses permitted in I-1** | ** Commission District 3 | **NCP Holdings, 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
Show FEMA and Hall County studied Flood plains that are present on site.

North Oconee Reservoir Watershed Protection District requires 100-foot stream buffers with a 150-foot impervious set back on both sides of the stream as measured from the stream banks.

b. **Traffic:** Commercial driveway
Traffic study
Signiant roadway improvements

c. **Utilities:** Hall County sewer service area.
Sewer infrastructure is available along Cornelia Highway.

6. **4020 & 3886 Cornelia Highway, 4761 Cagle Mill Road | Special Use |** to amend conditions of zoning | on a combined 134.76 acre tract located on the southeast side of Cornelia Highway, approximately 800 feet from its intersection with Cagle Road | Zoned I-1 (GCOD); Tax Parcels 15007 000129, 000270, 000027A | **Proposed use: Uses permitted in I-1** | ** Commission District 3 | **NCP Holdings, 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
Show FEMA and Hall County studied Flood plains that are present on site.
North Oconee Reservoir Watershed Protection District requires 100-foot stream buffers with a 150-foot impervious set back on both sides of the stream as measured from the stream banks.

b. **Traffic:** Commercial driveway
Traffic study
Signiant roadway improvements

c. **Utilities:** Hall County sewer service area.
Sewer infrastructure is available along Cornelia Highway.

7. **(A) 5684 Bethel Road | Rezone** | from Planned Residential Development (PRD) to Residential Low Density (R-1-L) | on an 8.30± acre tract located on the northeast side of Bethel Road, approximately 907 feet from its intersection with Avalon Commons Way | Zoned PRD; Tax Parcel 12007 000001 | **Proposed use: Minor subdivision** | ** Commission District 3 | **Janet Truelove, applicant**
(B) 5684 Bethel Road | Special Use | minor subdivision | on an 8.30± acre tract located on the northeast side of Bethel Road, approximately 907 feet from its intersection with Avalon Commons Way | Zoned PRD; Tax Parcel 12007 000001 | **Proposed use: Minor subdivision** | ** Commission District 3 | **Janet Truelove, applicant**

a. **Engineering**: Further subdivisions of these lots will result in the necessity of a stormwater management plan if the total number of lots reaches more than 6.

b. **Traffic:** Commercial driveway

c. **Utilities:** Hall County sewer area.
No sewer infrastructure in area.

8. **5979 New Bethany Road | Rezone |** from Planned Residential Development (PRD) to Agricultural Residential 1 (AR-1) | on a 5.56± acre portion of a tract located on the south

east of Beards Road approximately 1,096 feet from its intersection with New Bethany Road | Zoned PRD; Tax Parcel 07328 004003(pt) | **Proposed Use: Single family residence** | ** Commission District 2 | **The Travis and Herman Brown Family Limited Partnership, applicant**

a. **Engineering**: Show stream buffer and impervious setback from wrested vegetation not centerline of stream
b. **Traffic:** Commercial driveway
c. **Utilities:** Buford sewer service area.

9. **4965 Bryant Quarter Road | Rezone** | from Planned Commercial Development (PCD) to Agricultural Residential 1 (AR-1) | on a 3.30± acre portion of a tract located on the northwest side of Bryant Quarter Road, approximately 2,030 feet from its intersection with Emory Griffin Road | Zoned PCD; Tax Parcel 15003 000015G(pt) | **Proposed use: Uses permitted in AR-1** | ** Commission District 3 | **John Clouse, applicant**

a. **Engineering**: Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
   Show FEMA and Hall County studied Flood plains that are present on site.
b. **Traffic:** No comment
c. **Utilities:** Hall County sewer service area
   No sewer infrastructure in area.

10. **5970 Cleveland Highway | Rezone |** from Agricultural Residential 1 (AR-1) to Highway Business (H-B, GCOD) | on a 2.22± acre tract located on the southeast side of Cleveland Highway at its intersection with Hulsey Road | Zoned AR-1; Tax Parcel 12064 000012 | **Proposed use: Indoor recreation facility |** ** Commission District 3 **| Academy P1 Building, 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:** G-DOT coordination
   Commercial driveway if no access to SR 11
c. **Utilities:** Clermont sewer service area.

11. 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**

a. **Engineering**: No comment
b. **Traffic:** No comment
c. **Utilities:** No comment

Outlook

Fire Comment

From John Hornick (Fire Services) <jhornick@hallcounty.org>
Date Fri 6/13/2025 2:23 PM
To Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>
Cc Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

July 21, 2025 Hall County Planning Commission Meeting

1. **5019 Cagle Mill Road | Rezone |** from Agricultural Residential 1 (AR-1) and Residential 1 (R-1) to Light Industrial (I-1) | on an 84.35± acre tract located on the northwest side of Cagle Mill Road, approximately 1,890 feet from its intersection with Julian Baugh Road | Zoned AR-1 & R-1; Tax Parcel 15007 000206A | **Proposed use: Uses permitted in I-1** | ** Commission District 3 | **NCP Holdings, LLC, applicant**
2. **4020 & 3886 Cornelia Highway, 4761 Cagle Mill Road | Special Use |** to amend conditions of zoning | on a combined 134.76 acre tract located on the southeast side of Cornelia Highway, approximately 800 feet from its intersection with Cagle Road | Zoned I-1 (GCOD); Tax Parcels 15007 000129, 000270, 000027A | **Proposed use: Uses permitted in I-1** | ** Commission District 3 | **NCP Holdings, LLC, applicant**

Hall County Fire Marshal's Office comments:

1. If approved the site development plan may require modifications during the development review process.

Rega ds,

John Hornick, NPQ Fire Service Plans Examiner 1
Lieutenant, Hall County Fire Rescue
Hall County Government
Main: 770-531-6838 | Cell: 404-597-0083
Website: www.Hallcounty.org


ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY
APPLICANT: NCP HOLDINGS, LLC
REQUEST: REZONE FROM AR-1 & R-1 TO I-1 FOR USES PERMITTED IN I-1
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: OCT. 6, 2025
Time: 5:15 P.M.
&
COUNTY COMMISSION
Date: OCT. 23, 2025
Time: 5:00 P.M.
HALL COUNTY GOVERNMENT CENTER - 2875 BROWNS BRIDGE ROAD - GAINESVILLE, GA
FOR MORE INFORMATION CALL: (770) 531-6869

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

HALL COUNTY
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PUBLIC NOTICE REQUIREMENTS

Zoning regulations require that public notice must be given prior to all zoning hearings as follows:

1. The Planning Department shall publish a legal advertisement no less than fifteen (15) days and no more than forty-five (45) days prior to the public hearing.
2. The Planning Department shall send notification by letter of all other property owners within a 500-foot radius of the applicant's property is standard administrative policy of the Planning Department.
3. The applicant/property owner shall place the public notice sign in a conspicuous location on the property not less than fifteen (15) days and not more than forty-five (45) days prior to the public hearing.

The Planning Department shall post the legal advertisement and notify property owners within a 500ft radius to the subject property.

The applicant is required to post the public notice sign not less than fifteen (15) days and not more than forty-five (45) days prior to the public hearing. A photo of the sign placed at the location is required and must be sent to the Planning Department.

Multiple sign postings on a site may be required as determined by the Planning Department. The sign must be in a location where it is clearly visible from the roadway. The sign cannot be obstructed in any manner, placed too far from the road, or placed in such manner as would cause it to blend into the landscape.

Should you find the sign missing or vandalized in any manner, contact the Planning Department for a replacement sign. When the proceeding is complete and final Board action has occurred, the sign shall then be removed from the property by the applicant.

THE ZONING SIGN MUST BE POSTED NO EARLIER THAN JUNE 13, 2025 AND NO LATER THAN JUNE 22, 2025.

THE ORGINAL SIGNED AFFIDAVIT MUST BE AND RETURNED TO THE PLANNING DEPARTMENT NO LATER THAN JUNE 22, 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, Ed Myers (Please Print Name), **hereby acknowledge that I have read and understand the sign posting requirements. I further certify that the required public notice sign was posted on** June 19, 2025 (Date) **for** NCP Holdings, LLC (Name application filed as)

Signature _____

(The original document is required)

AGENDA ITEM

Planning & Zoning

REPORT TO: **Work Session (10/20/25)**

REPORT TO: **Voting Meeting (10/23/25)**

ITEM NO: 596/2025

SUBJECT: **4020 & 3886 Cornelia Highway, 4761 Cagle Mill Road | Amend Conditions |** on a combined 134.76 acre tract located on the southeast side of Cornelia Highway, approximately 800 feet from its intersection with Cagle Road | Zoned I-1 (GCOD); Tax Parcels 15007 000129, 000270, 000027A | **Proposed use: Uses permitted in I-1** | Commission District 3 | **NCP Holdings, LLC, applicant**

Meetings:

Work Session Date: 10/20/25 **Voting Meeting Date:** 10/23/25

Executive Summary:

Presenter: BG

Recommendation:
Approve Withdrawal.

Purpose of Request:
4020 & 3886 Cornelia Highway, 4761 Cagle Mill Road | Amend Conditions | on a combined 134.76 acre tract located on the southeast side of Cornelia Highway, approximately 800 feet from its intersection with Cagle Road | Zoned I-1 (GCOD); Tax Parcels 15007 000129, 000270, 000027A | **Proposed use: Uses permitted in I-1** | Commission District 3 | **NCP Holdings, LLC, applicant**

History:

Facts and Issues:

Options:

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

Approvals:

Submit	Approve	Attorney	Administration
KE	BG	JL	CR
Clerk			
JR			

Attachments:

Board Memo
Recommendation Report
Withdrawal Form and Request
Application
Narrative
Site Plan
Maps
Plat
Historical Board of Commissioners Action Letter - 2024
Water Availability
Sewer Availability
Environmental Health Comment
GDOT Comment
GHMPO Comment
Public Works Comment
Fire Comment
Notice Sign

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PLANNING AND ZONING
DIRECTOR
Beth Garmon

Hall County Government

COMMUNITY DEVELOPMENT & INFRASTRUCTURE
PLANNING AND ZONING

To: David Gibbs, Chairman
Kathy Cooper, District 1 Commissioner
Billy Powell, District 2 Commissioner
Gregg Poole, District 3 Commissioner
Jeff Stowe, District 4 Commissioner

From: Beth Garmon, Director of Planning & Zoning

Date: October 6, 2025

Subject: **4020 & 3886 Cornelia Highway, 4761 Cagle Mill Road | Special Use |** to amend conditions of zoning | on a combined 134.76 acre tract | Zoned I-1 (GCOD); Tax Parcels 15007 000129, 000270, 000027A | **Proposed use: Uses permitted in I-1** |**NCP Holdings, LLC, applicant**

The request before you is from NCP Holdings, LLC to withdraw the application for a special use to amend the conditions of zoning for an industrial park. This item is located within Commission District 3.

At their September 15, 2025 meeting, the Hall County Planning Commission voted to recommend **approval to withdrawal (4-0, Sosebee absent).**

Public Comments

- September 15, 2025 HCPC: **No comments were submitted** in advance of the meeting.
- July 21, 2025: **No comments were submitted** in advance of the meeting.

HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT

Applicant ..... NCP Holding, LLC

Request ..... **Special Use** | Amend conditions of zoning

Proposed Use ..... Uses permitted in I-1

Size ..... 134.76± acres

Zoning ..... **Current:** Light Industrial (I-1)

Location ..... **4020 & 3886 Cornelia Highway, 4761 Cagle Mill Road |** Tax parcels 15007 000129, 000270, 000027A

Commission District ..... Three

Planning Commission Date ..... September 15, 2025

Staff Recommendation ..... **Denial,** as the request is not consistent with the previous zoning approval by the Board of Commissioners.

Record Number..... HZCU25-0029

Planning Commission Recommendation ..... Withdrawal

Vote: 4-0 (Sosebee absent)

Excerpts from the minutes of the September 15, 2025 meeting

Applicant's Presentation:

Katie Greenway, Planning and Zoning Administrator, stated the applicant has requested to withdraw the application.

Motion: A motion to withdraw was made by Stan Hunt and seconded by André Castleberry. Vote: 4-0 (Sosebee absent)

Excerpts from the minutes of the July 21, 2025 meeting

Applicant's Presentation:

Katie Greenway, Planning and Zoning Administrator, stated the applicant has requested to table to a future meeting date.

***Motion:* A motion to table to September 15, 2025 was made by Stan Hunt and seconded by Shannon Davidson. Vote: 4-0**

Staff recommends DENIAL of the applicant's request. However, if the board chooses to approve the request, staff recommends the following conditions:

1. The development shall occur substantially as depicted on the site plan dated May 23, 2025 and described in the project narrative received May 27, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

2. Access to the property shall be approved by the Georgia Department of Transportation. The developer shall be responsible for all costs associated with improvements necessary for access to the development.

3. All buildings within Phase 1 of the development shall be limited to a total of 1,067,000 square feet.

4. A 100 foot undisturbed natural vegetative stream buffer and 150 foot impervious setback as measured from the edges of the bank shall be applicable to the North Oconee River only. All other streams shall maintain a 50 foot undisturbed natural vegetative stream buffer and 75 foot impervious setback, as measured from the edges of the stream bank.

5. During construction the developer shall install additional erosion and sediment control measures to protect the streams and all of the properties downstream from the development. These measures must be monitored and approved by the Hall County Engineering Department.

6. 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."

7. Tilt up concrete construction and TPO roof systems shall be allowed but all buildings shall be constructed with neutral exterior colors as approved by the Director of Planning and Zoning, or their designee.

8. Architectural roof panels shall be allowed with the color being approved by the Director of Planning and Zoning, or their designee.

9. The applicant must satisfy Hall County public water and sewage requirements prior to final plat approval or development of any individual lots.

10. Each individual lot shall obtain the appropriate land disturbance permit and building permit prior to commencing the land use.

11. Restrictive Covenants for the development shall be recorded prior to the release of the final plat.

12. Front building setbacks along Cornelia Highway/State Route 365 and Cagle Mill Road shall be 75 feet from the property line.

13. Parking space requirements and parking lot design shall meet guidelines as required by the current Hall County Unified Development Code.

14. Development shall occur via a phased development review process and phased land disturbance permit process so as to reduce erosion. The Applicant shall provide phase lines on the submitted plans at the time of LDP application.

15. The applicant shall submit all NPDES reports on a timely basis to the Georgia EPD and shall submit copies of all such reports to the County Engineer at the time of their submission to EPD.

16. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to the Fire Marshal and Hall County Engineering. Where there are discrepancies between the proposed standards and County regulations, the County regulations shall overrule unless otherwise approved herein.

17. All conditions of zoning shall be made part of any plats or plans created for the property.

Summary Analysis

The applicant is requesting to amend the conditions of zoning on a 134.76± acre tract zoned Light Industrial (I-1). Specifically, the applicant is requesting modification to a condition related to stream buffer and impervious setback requirements.

The subject property was rezoned from Agricultural Residential III (AR-III) and Agricultural Residential IV (AR-IV) to Light Industrial (I-1) on February 23, 2023, to allow an industrial development with an aggregate building square footage of 1,067,000 square feet (HZON23-0008) subject to the following conditions:

1. The development shall occur substantially as depicted on the site plan dated August 15, 2022 and described in the project narrative. The developer may be allowed to adjust lot lines and the quantity of lots due topographical, ecological, or geological constraints, as long

as the total aggregate building square footage does not exceed 1,067,000 sq. ft. for the entire development.

2. The proposed development may contain flood zones. The site shall require a stormwater management report. The proposed development is located in the North Oconee watershed overlay, which requires that all stream buffers and setbacks be double the normal setback as measured from wrested vegetation (not the centerline of the stream) from 50 foot to 100 foot. The impervious buffer is 150 foot instead of 75 foot.
3. During construction the developer shall install additional erosion and sediment control measures to protect the streams and all of the properties downstream from the development. These measures must be monitored and approved by the Hall County Engineer's Office.
4. The development shall follow the standard preliminary and final plat review process found in Section 16.40 of the Hall County Code.
5. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property: "Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."
6. The necessary Georgia Department of Transportation (GDOT) permit shall be required prior to issuance of a land disturbance permit (LDP).
7. Tilt up concrete construction and TPO roof systems shall be allowed but all buildings shall be constructed with neutral exterior colors as approved by the Director of Planning and Development.
8. Architectural roof panels shall be allowed with the color being approved by the Director of Planning and Development.
9. All conditions of zoning shall be made part of any plats created for the property.
10. Adult establishments, astrologers, clairvoyants, fortune tellers, palmists, phrenologists, tattoo, body piercing, and body modification establishments shall be prohibited.
11. No Land Disturbance permit (LDP) shall be issued until all IFC (Fire Code) concerns have been adequately addressed and the plans receive Fire Marshal approval.
12. The applicant must satisfy Hall County public water and sewage requirements prior to final plat approval or development of any individual lots.
13. Each individual lot shall obtain the appropriate land disturbance permit and building permit prior to commencing the land use.
14. Development Restrictive Covenants shall be recorded prior to release of final plat.
15. Front building setbacks along Highway 365 and Cagle Mill Road shall be 100 feet from the center line of the street or 75 feet from the property line, whichever is greater.
16. Parking space requirements and parking lot design shall meet Hall County guidelines.
17. Development shall occur via a phased development review process and phased land disturbance permit process so as to reduce erosion. The Applicant shall provide phase lines on the submitted plans at the time of LDP application.
18. The applicant shall submit all NPDES reports on a timely basis to the Georgia EPD and shall submit copies of all such reports to the County Engineer at the time of their submission to EPD.

19. If any of these conditions are not addressed and reflected on the site plan and/or other supporting documents as necessary when applying for the LDP, then the County shall reject the LDP application and request all matters to be addressed prior to the application's acceptance.

The subject property, referred to as the North Oconee Industrial Park, is located within the Gateway Corridor Overlay District and the North Oconee Water Supply Watershed Overlay District. The North Oconee Water Supply Watershed Overlay District is subject to impervious surface area restrictions which are reviewed and monitored by the Hall County Engineering Department. Currently, the site is undeveloped and heavily forested in some areas with the North Oconee River and a tributary stream running through the property. The property also includes County Studied and FEMA flood zones.

The surrounding properties are zoned and developed as outlined below:

North: Planned Industrial Development (PID) – Developed with a cold storage facility; and Light Industrial (I-1) – Undeveloped, approved for light industrial development & outdoor storage (HZON24-0018, HZCU240027)
East: Agricultural Residential 1 (AR-1) – Developed with single-family residences and undeveloped parcels
South: Agricultural Residential 1 (AR-1) – Developed with single-family residences and undeveloped parcels
West: Agricultural Residential 1 (AR-1) – Developed with single-family residences and undeveloped parcels

The North Oconee Water Supply Watershed Overlay District is a geographic area identified for the protection of the quality of drinking water obtained from the watershed. Section 6.5.4 of the Unified Development Code (UDC) provides additional use standards including increased buffers and setbacks and limitations to impervious area for all property within this overlay district as follows:

6.5.4. North Oconee Water Supply Watershed District Standards
A. Use Standards:
1. Permitted uses for perennial stream corridors within a seven mile radius upstream of the North Oconee River public drinking water supply intake include all uses allowed in the underlying zoning districts, except for those listed in Sec. 6.5.4.A.3, subject to the following standards
a. A buffer must be maintained for a distance of at least 100 feet on both sides of the stream as measured from the stream banks.
b. No impervious surface may be constructed within a 150-foot setback area on both sides of the stream as measured from the stream banks. Septic tanks and septic tank drainfields are not permitted in this setback.
1. The following criteria apply to all locations in the North Oconee water supply watershed:
a. The impervious surface area, including all public and private structures, utilities, or facilities, of the entire water supply watershed is limited to 25 percent of the lot area or existing use, whichever is greater.

Per the submitted narrative and site plan, the applicant requests to amend condition #2 of the previous zoning action (HZON23-0008) to require that a 100 foot undisturbed buffer and 150 foot impervious setback be applicable to the North Oconee River only and that all other streams on the property be subject

to the standard 50 foot undisturbed buffer and 75 foot impervious setback. Furthermore, the applicant has submitted a concurrent rezoning application to incorporate an additional tract located at 5019 Cagle Mill Road to be included as part of the development.

The concurrent application for the adjacent property at 5019 Cagle Mill Road (HZON25-0031) requests the rezoning of an 83.35± acre tract from Agricultural Residential 1 (AR-1) and Residential 1 (R-1) to Light Industrial (I-1) to allow uses permitted in the Light Industrial zoning district. Specifically, the property would serve as Phase II of the future North Oconee Industrial Park, adding an additional 672,500 square feet to the overall development if approved. The applicant requests this same stream buffer and setback standard be applied to that rezoning request.

Zoning Analysis

When considering a zoning amendment to the zoning maps, the Planning Commission must study the need and justification for the change based on a determination of the facts applicable to the particular case, and the following general lines of inquiry must be considered:

a. Whether the zoning proposal will permit a use that is suitable in view of the use, development and zoning of adjacent and nearby property; **The proposed amendment to the conditions is not suitable in view of the use and development of adjacent and nearby property, as determined by the Board of Commissioners with their decision on February 23, 2023 for the original rezoning request.**

b. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **The proposed amendment to conditions may adversely affect the protection of the North Oconee Water Supply Watershed District.**

c. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned; **The property has reasonable economic use as currently zoned.**

d. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, schools, police protection, fire protection, public health facilities or emergency medical service; **If approved, the proposed amendment of the zoning conditions is not anticipated to cause an excessive or burdensome use of the existing streets, transportation facilities, utilities, schools, police protection, fire protection, public facilities, or emergency medical service.**

e. Whether the zoning proposal is in conformity with the policy and intent of the future land use plan for the physical development of the area; **The zoning designation has been established by previous board action with the original approval of the development. The requested modification does not significantly impact the designated future land use of the area.**

f. The extent to which property values are diminished by the existing zoning restrictions; **Staff is unable to determine the extent to which property values are 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 subject property is currently zoned Light Industrial (I-1); the current zoning was approved on February 23, 2023.**

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; **State Route 365 (Cornelia Highway) is expected to be widened with construction scheduled to begin in 2035**. **This project is undergoing pre-engineering design by the Georgia Department of Transportation (GDOT) and details such as right-of-way impacts have not yet been determined.**

k. Whether the change would create an isolated district unrelated to the surrounding districts; **As the request is to amend zoning conditions of an existing Light Industrial (I-1) property, this amendment does not create an isolated district unrelated to surrounding zoning.**

l. Whether the present zoning district boundaries are illogically drawn in relation to existing conditions in the area; **There is no evidence that the present zoning district boundaries are illogically drawn.**

m. Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **The change to zoning conditions may impact the immediate neighborhood and the county as a whole as the amendment reduces the additional protections applied to streams located onsite.**

n. Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **A request to amend the conditions of zoning requires approval by the Board of Commissioners.**

o. Whether the need for rezoning could be handled instead by a variance request to the Planning Commission; **The request to amend conditions could not be handled alternatively as a variance.**

p. Whether there would be an ecological or pollution impact resulting from major modifications to the land if the request is granted; **Any land disturbance activities on the property shall be required to go through the land development permitting process, and as a result are subject to local, state, and federal regulations. As a result, there are no anticipated ecological or pollution impacts resulting from any modification to the land if the request is granted.**

q. Whether there is reasonable evidence based upon existing and anticipated land use that would indicate a mistake was made in the original zoning of the property; **There is no indication that a mistake was made in the original zoning.**

11.2.6.E - Submission requirements

1. Any person or persons requesting a change in the official zoning map or use subject to approval of the County Commission must file an application with a plat or map of the property attached thereto, together with payment of such fees set forth in this Sec 11.2. to cover administrative and advertising costs, in the Planning and Zoning Department office. Such person or persons or their authorized agent must appear in person at the public hearing held to consider the district change. **The proposal meets the requirement. The applicant has paid the appropriate fees and understands that someone must be present at both the Hall County Planning Commission meeting and the voting meeting of the Hall County Board of Commissioners.**

2. All applications for a change of zoning classification or use subject to approval of the County Commission must include:

   a. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in this Sec. 11.2. **The proposal provides a narrative outlining the intent of the development; however, the applicant has not prepared a response to each of the criteria listed in 11.2.6.E.2.**

   b. A site plan drawn to scale designating the area covered by the application and identifying existing and proposed buildings and uses, adjacent existing land uses, zoning on contiguous parcels, including those across an abutting public right-of-way, and any other significant site improvements proposed to accommodate the proposed use or buffer adjacent uses, etc., or a plat of the subject property where no specific land use is proposed. In cases where only a plat or map is provided and no land use is proposed, the Planning Commission and County Commission may evaluate the application based on the most intense possible land use permitted in the proposed district. **The proposal meets the requirement.**

   c. For any application for a slow rate land treatment system as defined in 7.6.9.D.1, additional requirements apply. **This standard is not applicable to the applicant's request.**

   d. For any application proposing the development of 100 or more residential dwelling units, a traffic impact study must be submitted prior to consideration of the application by the County Commission. At the applicant's expense, the traffic impact study must be prepared by a professional engineer in accordance with requirements established by the Hall County Engineering Department. The Engineering Department must review the traffic impact study and forward any comments to the County Commission. **This standard is not applicable to the applicant's request; however, a traffic study will be required by Hall County Traffic.**

Development Support and Constraints

Hall County Environmental Health
In an email dated August 13, 2025, Emily McGahee stated, "No comment. Public sewer."

Georgia Department of Transportation
In an email dated August 18, 2025, Nakia Nembhard, GDOT Civil Engineer 3, stated that GDOT coordination is required.

Hall County Public Works and Utilities
In a memo dated August 15, 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 FEMA and Hall County studied Flood plains that are present on site.
Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
North Oconee Reservoir Watershed District requires 100-foot stream buffers with a 150-foot no impervious set back on both sides of the stream as measured from the stream banks

Traffic:
Traffic impact study may be required to be updated if amendments change previous uses and intensities.

Utilities
Hall County sewer area.
12" gravity sewer is available along Cornelia Hwy on the south side.

Gainesville-Hall Metropolitan Planning Organization (GHMPO)
In an email dated June 12, 2025, Joseph Boyd, MPO Director, stated:
"These parcels are along State Route 365, which is expected to be widened with construction scheduled for 2035 (GH-150/PI0020731). This project is currently undergoing pre-engineering by GDOT, where further details, including right-of-way impacts, will be established. Applicant should coordinate with GDOT District 1."

Hall County Fire Marshal
In an email dated June 13, 2025, John Hornick, NPQ Fire Service Plans Examiner 1, stated, "If approved the site development plan may require modifications during the development review process."

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

HALL COUNTY

SPECIAL / CONDITIONAL USE APPLICATION

Applicant (Name & Mailing Address)

NCP Holdings, LLC
8616 Decoy Lane
Lula, GA 30554

Phone 678 654-1246

Email Address [redacted]

Property Owner (Name & Mailing Address)

Same as applicant

Phone

Email Address

Proposed Use Light Industrial

Contact Person (Name & Mailing Address)

Derrick McCollum
8616 Decoy Lane
Lula, GA 30554

Phone 678-654-1246

Email Address [redacted]

Status of Applicant

X Owner
☐ Option to Purchase
☐ Area Resident
☐ Other

Requested Action

Type of Request: change of conditions
☐ SU ☐ CUP
Fee:$
Receipt #:
Check #:

Zoning: I-1

Tax Parcel Number 15007 000129, 00270, 000027A Acreage 134.76

Location Address 4020 & 3886 Cornelia Hwy & 4761 Cagle Mill Rd

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

Print Derrick McCollum Date: 5/23/2025

Sign Date: 5/23/2025

Applicant must complete all information above. Failure to complete this section will result in the refusal of the application. The Planning Department has 15 days to review all applications and will set the dates for each application. If the application is found insufficient, an agenda date will not be set until the required information is submitted. Please note that the Planning Commission and County Commission dates are tentative.

Application Withdrawal: I hereby **withdraw** the application.

Sign Date: 9/10/25

Staff Use Only

Application Date: Taken by:

Tentative Planning Commission Date: Tentative County Commission Date:

County Commission District:

Outlook

4020 & 3886 Cornelia Hwy & 4761 Cagle Mill Road

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Wed 9/10/2025 4:56 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

1 attachment (87 KB)
Withdraw App.pdf;

From: Ed Myers <ed@myers-and-co.com>
Sent: Wednesday, September 10, 2025 11:16 AM
To: Katie L. Greenway (Planning) <klgreenway@hallcounty.org>
Cc: Beth Garmon (Planning) <bgarmon@hallcounty.org>; Derrick McCollum [redacted]
coldone4u [redacted]
Subject: 4020 & 3886 Cornelia Hwy & 4761 Cagle Mill Road

Katie,

We would like to withdraw this request for the Special / Change of Conditions Use all together for the 134 ac application.

Thanks.

Ed Myers
Myers & Co
770-654-9172

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

HALL COUNTY
GEORGIA
We have it all in Hall

SPECIAL / CONDITIONAL USE APPLICATION

Applicant (Name & Mailing Address)

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8616 Decoy Lane
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Phone 678 654-1246

Email Address [redacted]

Property Owner (Name & Mailing Address)

Same as applicant

Phone

Email Address

Proposed Use Light Industrial

Contact Person (Name & Mailing Address)

Derrick McCollum
8616 Decoy Lane
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Tax Parcel Number 15007 000129, 00270 & 000027A Acreage 134.76

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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:

Control Number : 0028053

STATE OF GEORGIA

Secretary of State

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

CERTIFICATE OF AMENDMENT

NAME CHANGE

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

BLACK FAMILY ENTERPRISES, L.P.
a Domestic Limited Partnership

has filed articles/certificate of amendment in the Office of the Secretary of State on 12/27/2024 changing its name to

BLACK FAMILY ENTERPRISES, LLLP
a Domestic Limited Liability Limited Partnership

and has paid the required fees as provided by Title 14 of the Official Code of Georgia Annotated. Attached hereto is a true and correct copy of said articles/ certificate of amendment.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on 12/31/2024.

Brad Raffensperger

Brad Raffensperger
Secretary of State

CERTIFICATE OF AMENDMENT OF BLACK FAMILY ENTERPRISES, L.P.

The undersigned, desiring to amend the provisions of the certificate of limited partnership pursuant to the provisions of O.C.G.A. § 14-9-202, hereby certify the following:

1.

The name of the partnership is Black Family Enterprises, L.P.

2.

The date of filing the certificate of limited partnership was June 16, 2000.

3.

The certificate of limited partnership shall be amended as follows:

(a) By changing the name of the partnership to Black Family Enterprises, LLLP.

(b) By stating that the limited partnership is a limited liability limited partnership, as provided in O.C.G.A. §14-8-62(g).

4.

Except as amended herein, all other provisions of the original certificate shall remain in full force and effect.

5.

This amendment shall become effective as of the filing date.

IN WITNESS WHEREOF, the undersigned general partners have, after being first duly sworn, executed this certificate under seal, this 27 day of December, 2024.

(Signatures on following page)

(Signature page for Certificate of Amendment to Black Family Enterprises, L.P.)

GENERAL PARTNERS:

Unofficial Witness

Wiley S. Black

Notary Public
My Commission Expires: 01/09/2028

Unofficial Witness

Judith S. Black

Notary Public
My Commission Expires: 5/1/2027

TDC/JML/8621/14027/

4918-7918-1577, v. 1

Secretary of State

OFFICE OF SECRETARY OF STATE
CORPORATIONS DIVISION
2 Martin Luther King Jr. Dr. SE
Suite 313 West Tower
Atlanta, Georgia 30334
(404) 656-2817
sos.ga.gov

Electronically Filed
Secretary of State
Filing Date: 12/27/2024 10:46:34 AM

TRANSMITTAL INFORMATION FORM
BUSINESS AMENDMENT

1. **BLACK FAMILY ENTERPRISES, L.P.**
   Entity Name

   0028053
   Entity Control No.

2. **Jessica M Lund**
   Name of Person Filing Business Amendment

P.O. Box 1457	**Gainesville**	**GA**	**30503**
Address	City	State	Zip Code

3. Submitted with this filing is a filing fee of $20.00 payable to “Secretary of State”. Filing fees are non-refundable.

   I understand that this Transmittal Information Form is included as part of my filing, and the information on this form will be entered in the Secretary of State business entity database. I certify that the above information is true and correct to the best of my knowledge.

   Jessica M Lund
   Signature of Authorized Person

GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

HOME (/)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	**NCP HOLDINGS, LLC**	Control Number:	**0555730**
Business Type:	**Domestic Limited Liability Company**	Business Status:	**Active/Compliance**
Business Purpose:	**NONE**		
Principal Office Address:	**8616 Decoy Lane, Lula, GA, 30554, USA**	Date of Formation / Registration Date:	**8/15/2005**
State of Formation:	**Georgia**	Last Annual Registration Year:	**2025**

REGISTERED AGENT INFORMATION

Registered Agent Name:	**Larry Glover**
Physical Address:	**9616 Decoy Lane, Lula, GA, 30554, USA**
County:	**Hall**

Back

Filing History Name History

Return to Business Search

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Report a Problem?

OPERATING AGREEMENT
OF
NCP HOLDINGS, LLC

THIS OPERATING AGREEMENT (the "Agreement") is made as of the 12th day of August, 2005, by and among **PRESTON BOWEN and LARRY GLOVER** (collectively referred to as "Members" and individually referred to as "Member").

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE GEORGIA SECURITIES ACT OF 1973, AS AMENDED, IN RELIANCE UPON THE EXEMPTION FROM REGISTRATION SET FORTH IN SECTION 10-5-9(13) OF SUCH ACT. IN ADDITION, THESE SECURITIES HAVE NOT BEEN REGISTERED WITH THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION IN RELIANCE UPON AN EXEMPTION FROM SUCH REGISTRATION SET FORTH IN THE SECURITIES ACT OF 1933 PROVIDED BY SECTION 4(2) THEREOF, NOR HAVE THEY BEEN REGISTERED WITH THE SECURITIES COMMISSION OF CERTAIN STATES IN RELIANCE UPON CERTAIN EXEMPTIONS FROM REGISTRATION. THESE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT PURPOSES ONLY AND MAY NOT BE OFFERED FOR SALE, PLEDGED, HYPOTHECATED, SOLD OR TRANSFERRED EXCEPT IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT AND IN A TRANSACTION WHICH IS EITHER EXEMPT FROM REGISTRATION UNDER SUCH ACTS OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACTS.

WHEREAS, the Member desires to form a limited liability company pursuant to the Georgia Limited Liability Company Act (the "Act"); and

WHEREAS, the Member desires to set forth its respective rights, duties, and responsibilities with respect to such limited liability company.

NOW, THEREFORE, for and in consideration of the mutual promises, obligations, and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Member, intending to be and being legally bound, does hereby agree as follows:

ARTICLE I

DEFINITIONS

The following terms used in this Operating Agreement shall have the following meanings (unless otherwise expressly provided herein):

"Articles of Organization." The Articles of Organization of **NCP HOLDINGS, LLC**, as filed with the Secretary of State, State of Georgia, as the same may be amended from time to time.

"Affiliate." (i) in the case of an individual, any relative of such Person, (ii) any officer, director, trustee, partner, manager, employee or holder of ten percent (10%) or more of any class of the voting securities of or equity interest in such Person; (iii) any corporation, partnership, limited liability company, trust or other entity controlling, controlled by or under common control with such Person; or (iv) any officer, director, trustee, partner, manager, employee or holder of ten percent (10%) or more of the outstanding voting securities of any corporation, partnership, limited liability company, trust or other entity controlling, controlled by or under common control with such Person.

"Capital Account." A capital account maintained in accordance with the rules contained in Treas. Reg. §1-704-1(b)(2)(4) as amended from time to time.

"Capital Contribution." Any contribution, as defined in O.C.G.A. §14-11-101(4), to the capital of the Company in cash or property by a Member whenever made.

"Code." The Internal Revenue Code of 1986, as amended from time to time.

"Company." **NCP HOLDINGS, LLC.**

"Distributable Cash." All cash, revenues and funds received by the Company from Company operations, less the sum of the following to the extent paid or set aside by the Company: (i) all principal and interest payments on indebtedness of the Company and all other sums paid to lenders; (ii) all cash expenditures incurred incident to the normal operation of the Company's business; (iii) such Reserves as the Managers deem reasonably necessary to the proper operation of the Company's business.

"Economic Interest." A Member's or Economic Interest Owner's share of one or more of the Company's Net Profits, Net Losses and distributions of the Company's assets pursuant to this Operating Agreement and the Georgia Act, but shall not include any right to vote on, consent to or otherwise participate in any decision of the Member or Manager.

"Economic Interest Owner." The owner of an Economic Interest who is not a Member.

"Entity." Any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association or any foreign trust or foreign business organization.

"Fiscal Year." The Company's fiscal year, which shall be the calendar year.

"Georgia Act." The Georgia Limited Liability Company Act at O.C.G.A. §14-11-100, et seq.

"Initial Capital Contribution." The initial contribution to the capital of the Company made by a Member pursuant to this Operating Agreement.

"Majority Interest." Ownership Interests of Member which, taken together, exceed fifty percent (50%) of the aggregate of all Ownership Interests.

"Manager." One or more managers designated pursuant to this Agreement. Specifically, Manager shall mean **PRESTON BOWEN**, or any other person(s) that succeed such person(s) in the capacity as Manager.

"Member." Each of the parties who executes a counterpart of this Operating Agreement as a Member and each of the parties who may hereafter become a Member. To the extent a Manager has purchased a Membership Interest in the Company, he will have all the rights of a Member with respect to such Membership Interest, and the term "Member" as used herein shall include a Manager to the extent he has purchased such Membership Interest in the Company. If a Person is a Member immediately prior to the purchase or other acquisition by such Person of an Economic Interest, such Person shall have all the rights of a Member with respect to such purchased or otherwise acquired Membership Interest or Economic Interest, as the case may be.

"Membership Interest." A Member's entire interest in the Company including such Member's Economic Interest, including the right to vote on, consent to, or otherwise participate in any decision or action of or by the Member granted pursuant to this Operating Agreement or the Georgia Act.

"Net Profits" or Net Losses" shall mean the Company's taxable income or loss determined in accordance with Code Section 703(a) for each of its Fiscal Years; provided, such Net Profits or Net Losses shall be computed as if items of tax-exempt income and nondeductible, non-capital expenditures (under Code Sections 705(a)(1)(b) and 705(a)(2)(B)) were included in the computation of taxable income or loss. For purposes of calculating Net Profits and Net Losses, the following items shall be treated as Code Section 705(a)(2)(B) expenditures: (a) amounts paid or incurred to organize the Company or to promote the sale of (or to sell) the Membership Interests, except for amounts with respect to which an election is properly made under Code Section 709(b); and (b) any deduction for a loss on a sale or exchange of Company property which is disallowed to the Company under Code Section 267(a)(1) or 707(b).

"Operating Agreement." This Operating Agreement as originally executed and as amended from time to time.

"Ownership Interest." The proportion that a Member's positive Capital Account bears to the aggregate positive Capital Accounts of all Member(s) whose Capital Accounts have positive balances as may be adjusted from time to time. The initial Ownership Interests of the Member is as follows:

PRESTON BOWEN	**50%**
LARRY GLOVER	**50%**

"Person." Any individual or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such "Person" where the context so permits.

caused the dispute, controversy or claim to be submitted to arbitration as a dilatory tactic.

15.22 Determination of Matters Not Provided For in This Agreement. The Manager shall decide any questions arising with respect to the Company and this Agreement which are not specifically or expressly provided for in this Agreement.

15.23 Further Assurances. The Members each agree to cooperate, and to execute and deliver in a timely fashion any and all additional documents necessary to effectuate the purposes of the Company and this Agreement.

15.24 Time. TIME IS OF THE ESSENCE OF THIS AGREEMENT, AND TO ANY PAYMENTS, ALLOCATIONS AND DISTRIBUTIONS SPECIFIED UNDER THIS AGREEMENT.

IN WITNESS WHEREOF, this Operating Agreement has been executed as of the date first set forth above.

Witness

Witness

MEMBER:

PRESTON BOWEN

LARRY GLOVER

EXHIBIT A

Initial capital contribution shall be as follows:

PRESTON BOWEN	**$100.00**
LARRY GLOVER	**$100.00**

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

HALL COUNTY
GEORGIA
We have it all in Hall

CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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

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

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating $250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

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

I have**____ I have not X

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

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

Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/Owner's Signature: _____ **Date:** 5-23-2025

Applicant's/Owner's Name (Printed): Derrick McCollum

PLANNING AND ZONING DEPARTMENT 2375
BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504 MAILING
ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503 t: 770-531-6809 f: 770-531-3902

HALL COUNTY
GEORGIA
We have it all in Hall

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**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: Preston Bowen **Date:** 6/2/25

Applicant's/Owner's Name (Printed): PRESTON BOWEN

Letter of Intent
North Oconee Industrial Park
Phase 1

NCP Holdings, Inc. submits this letter of intent for a change of previously approved zoning condition #2.

It is requested that the 100-foot undisturbed buffer and 150-foot impervious setback only apply to the North Oconee River. All other streams on the property to have a 50-foot undisturbed buffer and 75-foot impervious setback.

Thank you for your consideration

NCP Holdings, LLC
Derrick McCollum



GENERAL NOTES

1. TOTAL ACREAGE
   PHASE 1 - 134.76 AC
   PHASE 2 - 84.354 AC
2. PROPOSED ZONING I-H (LIGHT INDUSTRIAL).
3. TOPOGRAPHIC INFORMATION BASED ON MEAN SEA LEVEL AND IS FROM HALL COUNTY GIS.
4. A PORTION OF THIS SITE IS LOCATED WITHIN A ZONE A FLOOD HAZARD ZONE AS DEFINED ON F.I.R.M. MAPS FOR HALL COUNTY. REFER TO PANEL NO. 13139 C 225 G & 13139 C 0125 H DATED DECEMBER 1, 2022, AND FUTURE FLOODPLAIN PER HALL COUNTY GIS.
5. HALL COUNTY SANITARY SEWER SERVICE IS PROVIDED FOR THIS DEVELOPMENT.
6. WATER PROVIDED BY CITY OF GAINESVILLE.
7. BUILDING SETBACKS
   FRONT: 75'
   SIDE - 20'
   REAR - 20'
8. BULDING SF
   PHASE 1 - 1,067,000 SF
   PHASE 2 - 672,500 SF

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ALL RIGHTS RESERVED
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Seal

MYERS & CO.
civil engineers
770-654-9172
es@myers-and-co.com
P.O. BOX 634
GAINESVILLE, GA 30503

Project Description
North Oconee Industrial Park
G.M.D. 1690
HALL COUNTY, GEORGIA

DATE 5-23-25
JOB NO. 23-22

Sheet Title
REZONING PLAN

Revisions

SHEET 1

09.15.2025 - Item 2



GENERAL NOTES

1. TOTAL ACREAGE
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   PHASE 2 - 84.354 AC
2. PROPOSED ZONING I-I (LIGHT INDUSTRIAL).
3. TOPOGRAPHIC INFORMATION BASED ON MEAN SEA LEVEL AND IS FROM HALL COUNTY GIS.
4. A PORTION OF THIS SITE IS LOCATED WITHIN A ZONE A FLOOD HAZARD ZONE AS DEFINED ON F.I.R.M. MAPS FOR HALL COUNTY. REFER TO PANEL NO. 13139 C 225 G & 13139 C 0125 H DATED DECEMBER 1, 2022, AND FUTURE FLOODPLAIN PER HALL COUNTY GIS.
5. HALL COUNTY SANITARY SEWER SERVICE IS PROVIDED FOR THIS DEVELOPMENT.
6. WATER PROVIDED BY CITY OF GAINESVILLE.
7. BUILDING SETBACKS
   FRONT: 75'
   SIDE - 20'
   REAR - 20'
8. BULDING SF
   PHASE 1 - 1,067,000 SF
   PHASE 2 - 672,500 SF

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MYERS & COMPANY INC.
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Seal

MYERS & CO.
civil engineers
770-654-9172
ed@myers-and-co.com
P.O. BOX 634
GAINESVILLE, GA 30503

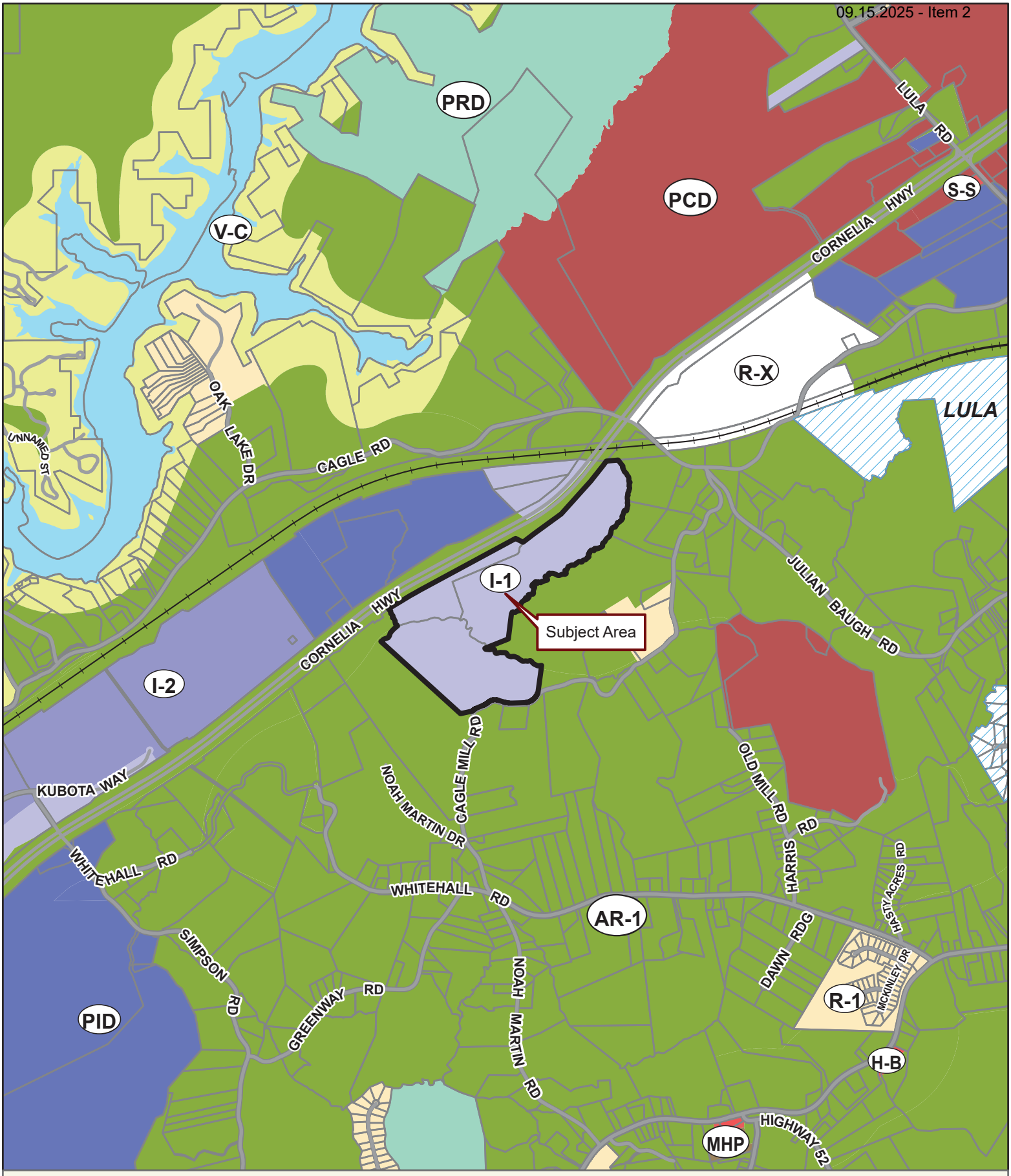
Project Description
North Oconee Industrial Park
G.M.D. 1690
HALL COUNTY, GEORGIA

DATE 5-23-25
JOB NO. 23-22
Sheet Title REZONING PLAN

Revisions

SHEET 1

09.15.2025 - Item 2

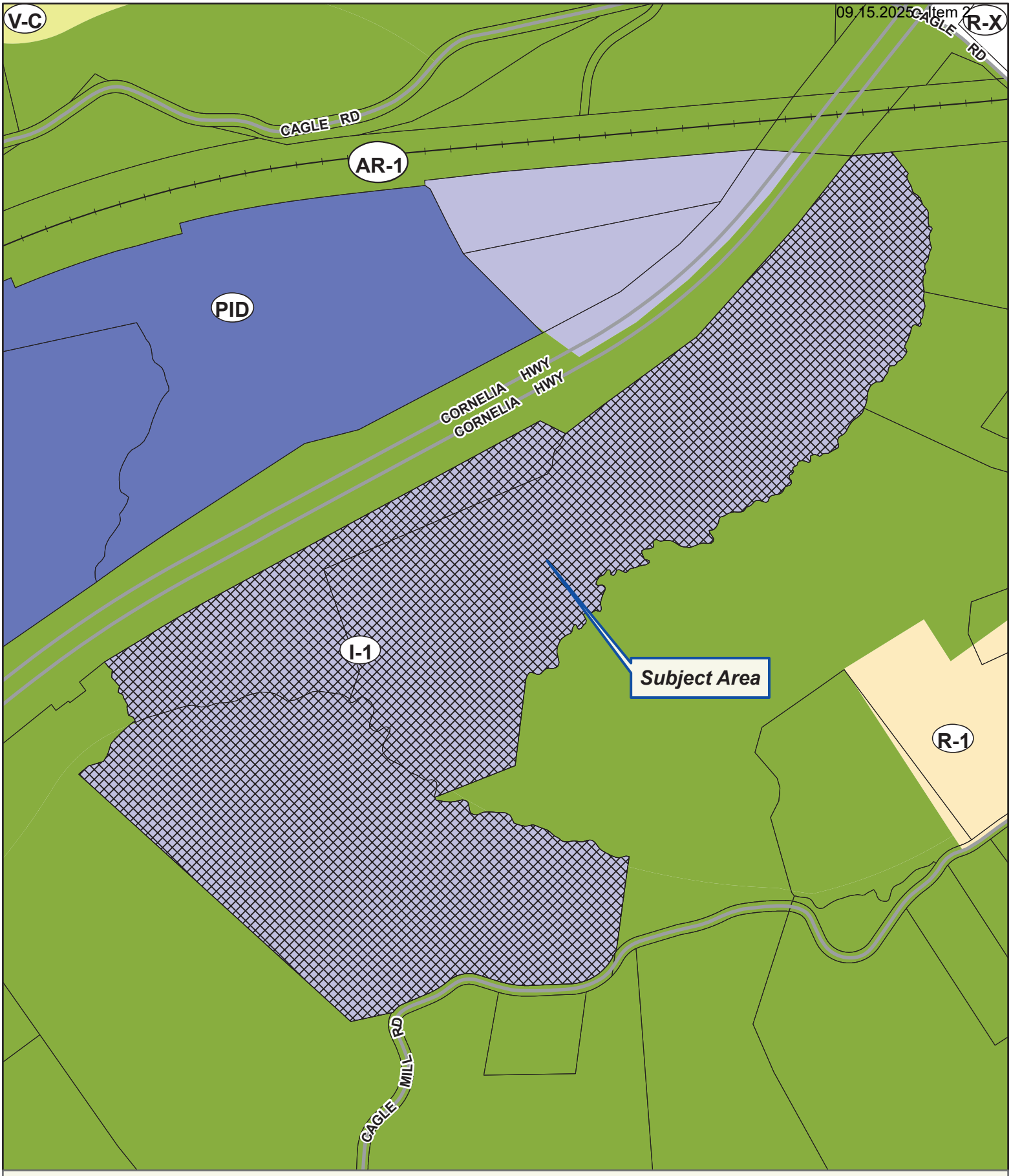


Applicant: NCP HOLDINGS, LLC
Tax Parcel #: 15007 000129, 000270, & 000027A
Location: 4020 & 3886 CORNELIA HIGHWAY & 4761 CAGLE MILL ROAD, LULA, GA 30554
Commission District 3 **PC Mtg. Date: 07/21/2025**

0 450 900 1,800
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N



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0 125 250 500
Feet

Zoning Boundary
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N



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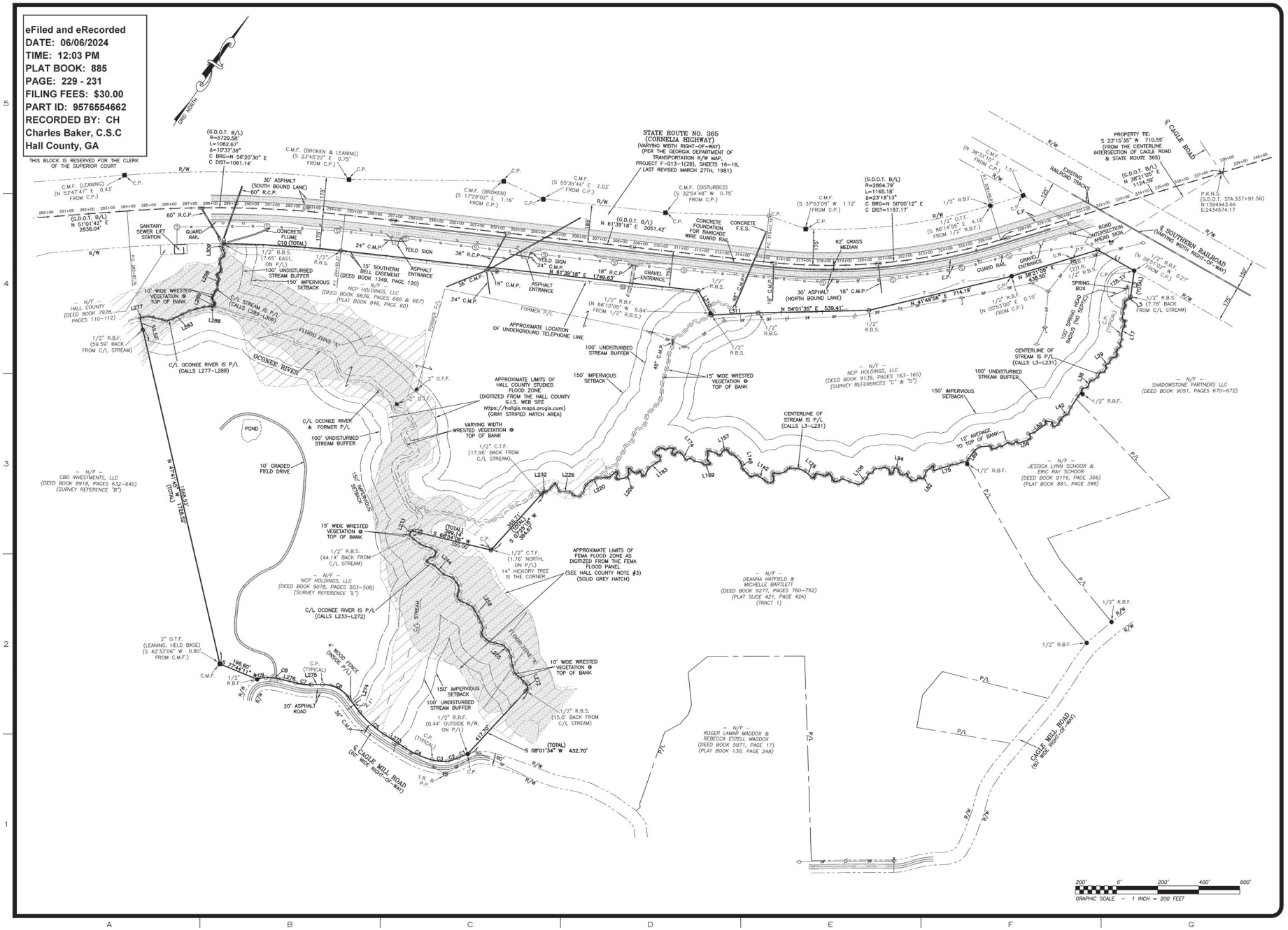


REGISTERED PROFESSIONAL LAND SURVEYORS

P.O. BOX 256
GAINESVILLE, GA. 30503
PHONE: (770) 532-6492
www.pattonsurveying.com
LAND SURVEYING FIRM
CERTIFICATE OF AUTHORIZATION
NUMBER: LSF 001029

PATTON
LAND SURVEYING, LLC

COMPUTATIONS BY: C.K.
SURVEYED BY: C.P.
DRAFTED BY: C.K.
CHECKED BY: C.M.P.

COMBINATION SURVEY FOR:
NCP HOLDINGS, LLC
— LOCATED IN —
G.M.D. 1690
HALL COUNTY, GEORGIA

REVISIONS

NO.	DATE	DESCRIPTION
1	04/08/2024	REVISED FLOOD NOTE

SHEET NUMBER:
3 of 3
SCALE: 1" = 200'
SURVEY DATE: 02/01/2024
PLAT DATE: 02/08/2024
23-154.dwg
JN. 23-154

09.15.2025 - Item 2

COMBINATION SURVEY FOR:
NCP HOLDINGS, LLC

eFiled and eRecorded
DATE: 06/06/2024
TIME: 12:03 PM
PLAT BOOK: 885
PAGE: 229 - 231
FILING FEES: $30.00
PART ID: 9576554662
RECORDED BY: CH
Charles Baker, C.S.C
Hall County, GA

THIS BLOCK IS RESERVED FOR THE CLERK OF THE SUPERIOR COURT

SURVEYOR'S NOTES:

1. THIS SURVEY WAS PREPARED ON THE GEORGIA STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR PROJECTION, WEST ZONE, NORTH AMERICAN DATUM OF 1983\2007 ADJUSTMENT. THE SCALE FACTOR FOR THIS SITE IS: 0.999921500. (GRID DISTANCE\SCALE FACTOR=GROUND DISTANCE). ALL COORDINATES SHOWN HEREON ARE GRID COORDINATES UNLESS OTHERWISE STATED.

2. THIS SURVEY COMPLIES WITH BOTH THE RULES OF THE GEORGIA BOARD OF REGULATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE OFFICIAL CODE OF GEORGIA ANNOTATED (OCGA) 15-6-67 AS AMENDED BY HB76 (2017).

3. CONVENTIONAL EQUIPMENT USED FOR MEASUREMENT WAS A TOPCON PS 103. GPS EQUIPMENT USED FOR MEASUREMENT WAS A CHAMPION TKO GNSS RECEIVER USING REALTIME KINEMATIC OBSERVATIONS PROCESSED THROUGH THE EGPS NETWORK.

4. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 23,856 FEET AND AN ANGULAR CLOSURE OF 00°00'03" PER ANGLE POINT, AND WAS ADJUSTED USING LEAST SQUARES RULE. FIELD PARTY J.J. & C.P.

5. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND WAS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 268,439 FEET.

6. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF TITLE REVIEW AND IS SUBJECT TO ANY RESERVATIONS, RESTRICTIONS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

7. THIS PLAT OF SURVEY IS FOR THE EXCLUSIVE USE OF THE PARTIES LISTED UNDER THE CAPTION "SURVEY FOR" ANY THIRD PARTY USE TO BE AT THEIR OWN RISK.

8. THE FIELD SURVEY WAS CONDUCTED THROUGH THE MONTH OF JANUARY 2024. THE LAST FIELD DAY ON SITE WAS FEBRUARY 1ST, 2024

9. THE UNDERGROUND UTILITIES SHOWN HEREON WERE LOCATED BASED ON SURFACE EVIDENCE AND FROM INFORMATION TAKEN FROM G.I.S./UTILITY WEB SITES. THERE MAY BE OTHER SUBSURFACE UTILITIES THAT SERVICE THE PROPERTY THAT ARE NOT SHOWN ON THIS SURVEY.

HALL COUNTY PLAT NOTES:

1. 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).

2. 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).

3. A PORTION OF THIS PROPERTY IS LOCATED WITHIN A FLOOD HAZARD AREA AS PER FIRM FLOOD INSURANCE RATE MAP OF HALL COUNTY, GA. COMMUNITY PANEL NO. 130466 0125 H & 130466 0225 G, BOTH HAVING AN EFFECTIVE DATE OF: DECEMBER 1ST, 2022. THIS IS AN INTERPRETATION OF THE REFERENCED MAP AND PUBLIC DATA. IF THE EXACT LOCATION OR ELEVATIONS OF THE FLOOD HAZARD BOUNDARIES ARE NECESSARY, A MORE DETAILED STUDY MAY BE NEEDED. THIS FIRM ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE ACCURACY OF THE REFERENCED MAP OR PUBLIC DATA.

4. THIS PROPERTY OR A PORTION THEREOF IS LOCATED IN THE HALL COUNTY STUDIED FLOOD ZONE PER HALL COUNTY GIS.

5. 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)

6. ALL DRIVEWAYS MUST MEET HALL COUNTY DRIVEWAY REGULATIONS PER CODE § 12.40.

7. ALL LAND DISTURBANCE OVER ONE ACRE SHALL REQUIRE AN EROSION SEDIMENTATION POLLUTION CONTROL PLAN.

PARCEL CONTROL NUMBERS:

15007 000129
15007 000027A
15007 000270

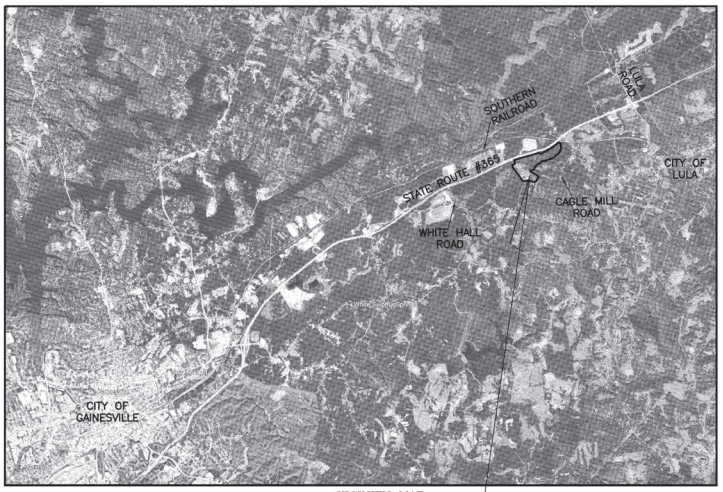
SURVEYOR'S CERTIFICATION:

GEORGIA REGISTERED PROFESSIONAL No. 2647 LAND SURVEYOR CHRIS M. PATTON

HALL COUNTY SURVEYOR

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

02/08/2024
CHRIS M. PATTON, GA. R.L.S. #2647 DATE:



VICINITY MAP
(NOT TO SCALE)

PROJECT LOCATION

REFERENCES:

1. DEED BOOK 9078, PAGES 503-508
2. DEED BOOK 9139, PAGES 163-165
3. DEED BOOK 6636, PAGES 666 & 667
4. DEED BOOK 8919, PAGES 632-640
5. DEED BOOK 5971, PAGE 17
6. DEED BOOK 9277, PAGES 760-762
7. DEED BOOK 9116, PAGE 366
8. DEED BOOK 9051, PAGES 670-672
9. DEED BOOK 7928, PAGES 110-112
10. PLAT BOOK 846, PAGE 60
11. PLAT BOOK 108, PAGE 78
12. PLAT BOOK 130, PAGE 248
13. PLAT SLIDE 421, PAGE 42A
14. PLAT BOOK 881, PAGE 398

A. GEORGIA DEPARTMENT OF TRANSPORTATION R/W MAP, PROJECT F-013-1(29), SHEETS 16-18, LAST REVISED MARCH 27TH, 1981.
B. SURVEY PREPARED FOR CHICAGO TITLE INSURANCE COMPANY & ACM VENTURES, LLC BY DAVIS ENGINEERING AND SURVEYING, PROJECT NUMBER 21-239, DATED AUGUST 26TH, 2021.
C. SURVEY PREPARED FOR BILL A. CHAMBLEE BY G.W. BAGWELL & ASSOCIATES, DATED JULY 10TH, 2011.
D. SURVEY PREPARED FOR BILLY BANKS BY ROY A. TERRELL & ASSOCIATES, DATED APRIL 1982.
E. SURVEY PREPARED FOR AD PAINTING CONTRACTORS, LLC BY WATTS & BROWNING ENGINEERS, INC., JOB #170317, DATED MARCH 22ND, 2017.

AREA: 134.76 ACRES

WATER SERVICE BY:
CITY OF GAINESVILLE (OFFSITE)

SEWER SERVICE BY:
CITY OF GAINESVILLE

LEGEND:

- A.I.F. – ANGLE IRON FOUND
- A.F. – AXLE FOUND
- C.M.F. – CONCRETE MONUMENT FOUND
- A.M.F. – ALUMINUM MONUMENT FOUND
- C.T.F. – CRIMP TOP PIN FOUND
- R.B.F. – REBAR FOUND (SEE DRAWING FOR SIZE)
- O.T.F. – OPEN TOP FOUND (SEE DRAWING FOR SIZE)
- I.P.F. – IRON PIN FOUND
- P.K.N.F. – PARKER KALON NAIL FOUND
- F.X. – X-CUT FOUND
- N.F. – NAIL FOUND
- R.F. – ROCK FOUND
- R.R.F. – RAILROAD SPIKE FOUND
- T.F. – TACK FOUND
- P.K.N.S. – PARKER KALON NAIL SET
- R.B.S. – 1/2" REBAR SET & CAP STAMPED "LSF 1029"
- C.M.S. – CONCRETE MONUMENT SET
- N.S. – NAIL SET
- C.P. – CALCULATED POINT
- D.I. – DROP INLET
- J.B. – JUNCTION BOX
- W.I. – WIER INLET
- Y.I. – YARD INLET
- C.V. – CABLE TV VAULT
- C.R. – CABLE RISER
- T.R. – TELEPHONE RISER
- T.V. – TELEPHONE VAULT
- T.P. – TELEPHONE POLE
- T.M.H. – TELEPHONE MANHOLE
- U.T.B. – UNDERGROUND TELEPHONE BOX
- A.C. – AIR CONDITIONER
- P.B. – POWER TRANSFORMER BOX
- E.P.B. – ELECTRIC PULL BOX
- E.M. – ELECTRIC METER
- P.P. – POWER POLE
- F.L. – FLOOD LIGHT
- S.P. – SERVICE POLE
- L.P. – LIGHT POLE
- G.W. – GUY WIRE
- G.P. – GUY ANCHOR POLE
- E.S. – ELECTRIC SERVICE
- W.M. – WATER METER
- W.V. – WATER VALVE
- F.H. – FIRE HYDRANT
- F.D.C. – FIRE DEPARTMENT CONNECTION
- I.C.V. – IRRIGATION CONTROL VALVE
- W.P. – WELL POINT
- S.P.G. – WATER SPIGOT
- B.O. – WATER BLOW OFF
- B.F.P. – WATER BACKFLOW PREVENTER
- SPK – SPRINKLER
- C.O. – SANITARY CLEANOUT
- S.S.M.H. – SANITARY SEWER MANHOLE
- G.V. – SANITARY GATE VALVE
- G.T. – GREASE TRAP
- U.M. – UNKNOWN TYPE MANHOLE
- GAS – GAS VALVE
- G.M. – GAS METER
- P.R. – PROPANE TANK
- F.P. – FLAG POLE
- T.S.P. – TRAFFIC SIGNAL POLE
- T.S.B. – TRAFFIC SIGNAL BOX
- M.W. – MONITORING WELL
- S.H. – SPRING HEAD
- B.P. – BOLLARD POST
- S.N.L. – TRAFFIC SIGN
- H.C.P. – HANDICAP PARKING
- B.M. – BENCHMARK
- M.B. – MAILBOX
- H.C.R. – HANDICAP RAMP
- A.H. – ACCESS HATCH
- R.L. – ROOF LINE
- E.P. – EDGE OF PAVEMENT
- B.C. – BACK OF CURB
- S.W.C.B. – SINGLE WING CATCH BASIN
- D.W.C.B. – DOUBLE WING CATCH BASIN
- I.E. – INVERT ELEVATION
- EL. – ELEVATION
- C.M.P. – CORRUGATED METAL PIPE
- R.C.P. – REINFORCED CONCRETE PIPE
- B.C.M.P. – BITUMINOUS COATED CORRUGATED PIPE
- H.D.P.E. – HIGH DENSITY POLYETHYLENE PIPE
- P.V.C. – POLYVINYL CHLORIDE PIPE
- D.I.P. – DUCTILE IRON PIPE
- R.W. – RETAINING WALL
- —T— – BURIED TELEPHONE LINE
- —\— – OVERHEAD TELEPHONE LINE
- —W— – BURIED WATER MAIN
- —SS— – BURIED SEWER LINE
- —G— – BURIED GAS LINE
- —E— – BURIED ELECTRIC LINE
- —TV— – BURIED CABLE TV
- —O— – CHAIN LINK FENCE
- —□— – WOOD FENCE
- —x— – WIRE FENCE
- —o— – WROUGHT IRON FENCE
- —OHP— – OVERHEAD POWER LINES
- —•— – TRAFFIC SIGNAL LINE
- C> – FENCE CORNER
- P/L – PROPERTY LINE
- R/W – RIGHT-OF-WAY
- N/F – NOW OR FORMERLY
- ℄ – CENTERLINE
- INTX – INTERSECTION
- R – CURVE RADIUS
- L – CURVE ARC LENGTH
- Δ – CURVE CENTRAL ANGLE
- C BRG – CHORD BEARING
- C DIST – CHORD DISTANCE
- L.L. – LAND LOT
- N – NORTHING COORDINATE
- E – EASTING COORDINATE
- S/B – SETBACK
- P.O.B. – POINT OF BEGINNING
- P.O.C. – POINT OF COMMENCEMENT
- G.D.O.T. – GEORGIA DEPARTMENT OF TRANSPORTATION
- B/L – BASELINE
- STA. – STATION
- PT. – POINT OF TANGENCY
- PT. – POINT OF CURVATURE
- SQ. FT. – SQUARE FEET
- ⟶ – CONTINUOUS OWNERSHIP
- ⊕ – BUILDING HEIGHT LOCATION
- 25.52 – BUILDING HEIGHT (FROM GROUND TO ROOF PEAK)
- 25.52 – SPOT ELEVATION
- – CONCRETE
- – WOOD DECKING
- – GRAVEL
- – ASPHALT
- – PAVERBRICK

ZONING AND BUILDING SETBACKS (S/B):

INFORMATION PROVIDED BY HALL COUNTY G.I.S.
WEB SITE LOCATED AT:
http://gis.hallcounty.org/Public/WebPages/Map/FundyViewer.aspx

CURRENT HALL COUNTY ZONING:
I-1 – LIGHT INDUSTRIAL

BUILDING SETBACKS:
FRONT: 50' FROM RIGHT-OF-WAY LINE OR 75' FROM CENTERLINE ROAD (WHICHEVER IS GREATER)
SIDE: 20' FROM PROPERTY LINE
REAR: 30' FROM PROPERTY LINE

RECORDING PERMIT
BY Brittany Walker
HALL COUNTY PLANNING COMMISSION
DATE: 6/5/2024

COUNTY ENGINEER'S APPROVED
Jason Skarda
6/5/2024
HALL COUNTY, GEORGIA

200' 0' 200' 400' 600'
GRAPHIC SCALE – 1 INCH = 200 FEET

HALL COUNTY
We have it all in Hall
POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503
T 770.535.8258 | F 770.531.3972

Hall County Government
BOARD OF COMMISSIONERS

CHAIRMAN
Richard P. Higgins

Kathy L. Cooper, District 1
Billy Powell, District 2
Gregg Peeples, District 3
Jeff Stowe, District 4

COUNTY ADMINISTRATOR
Zachary T. Propes

ASSISTANT COUNTY ADMINISTRATOR
Katie Crumley

ASSISTANT COUNTY ADMINISTRATOR
Casey Ramsey

COUNTY CLERK
Jennifer Rivera

February 24, 2023

Ridgeline Land Planning, Inc.
Attn: Holt Persigner
196 Belaire Court
Winder, GA 30680

RE: **Application to Rezone**

Dear Holt Persigner,

Please be advised that in its Voting Meeting on February 23, 2023, the Hall County Board of Commissioners voted to approve with conditions the following application.

4020 & 3886 Cornelia Highway and 4761 Cagle Mill Road | Rezone | from Agricultural-Residential-III (AR-III) & Agricultural-Residential-IV (AR-IV) to Heavy Industrial (I-2) on a 134.146 acre tract located on the south side of Cornelia Highway approximately 679 feet from its intersection with Cagle Road | Zoned AR-III & AR-IV; Tax Parcel 15007 000129, 000270, & 000027A | **Proposed use: heavy light industrial** | Commission District 3 | **Ridgeline Land Planning, Inc, applicant.**

Conditions:

1. The development shall occur substantially as depicted on the site plan dated August 15, 2022 and described in the project narrative. The developer may be allowed to adjust lot lines and the quantity of lots due to topographical, ecological, or geological constraints, as long as the total aggregate building square footage does not exceed 1,067,002 sq. ft. for the entire development.
2. The proposed development may contain flood zones. The site shall require a storm water management report. The proposed development is located in the North Oconee watershed overlay, which requires that all stream buffers and setbacks be double the normal setback as measured from wrested vegetation (not the centerline of the stream) from 50 foot to 100 foot. The impervious buffer is 150 foot instead of 75 foot.
3. During construction the developer shall install additional erosion and sediment control measures to protect the streams and all of the properties downstream from the development. These measures must be monitored and approved by the Hall County Engineer's Office.
4. The development shall follow the standard preliminary and final plat review process found in Section 16.40 of the Hall County Code.
5. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property: "Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."
6. The necessary Georgia Department of Transportation (GDOT) permit shall be required prior to issuance of a land disturbance permit (LDP).
7. Tilt up concrete construction and TPO roof systems shall be allowed but all buildings shall be constructed with neutral exterior colors as approved by the Director of Planning and Development.
8. Architectural roof panels shall be allowed with the color being approved by the Director of Planning and Development.
9. All conditions of zoning shall be made part of any plats created for the property.
10. Adult establishments, astrologers, clairvoyants, fortune tellers, palmists, phrenologists, tattoo, body piercing, and body modification establishments shall be prohibited.
11. No Land Disturbance permit (LDP) shall be issued until all IFC (Fire Code) concerns have been adequately addressed and the plans receive Fire Marshal approval.
12. The applicant must satisfy Hall County public water and sewage requirements prior to final plat approval or development of any individual lots.
13. Each individual lot shall obtain the appropriate land disturbance permit and building permit prior to commencing the land use.
14. Development Restrictive Covenants shall be recorded prior to release of final plat.
15. Front building setbacks along Highway 52 shall be 100 feet from the center line of the street or 75 feet from the property line, whichever is greater.
16. Parking space requirements and parking lot design shall meet Hall County guidelines.
17. Development shall occur via a phased development review process and phased land disturbance permit process so as to reduce erosion. The Applicant shall provide phase lines on the submitted plans at the time of LDP application.
18. The applicant shall submit all NPDES reports on a timely basis to the Georgia EPD and shall submit copies of all such reports to the County Engineer at the time of their submission to EPD.
19. If any of these conditions are not addressed and reflected on the site plan and/or other supporting documents as necessary when applying for the LDP, then the County shall reject the LDP application and request all matters to be addressed prior to the application's acceptance.

Please contact me if you have questions or if you require any additional information concerning this action of the Board.

Sincerely,

Jennifer Rivera
Hall County Commission Clerk

cc: Randi Davenport, Planning & Development Director

NCP Holdings, LLC
Attn: Larry S. Glover
3616 Dacoy Lane
Lula, GA 30554

REGISTERED PROFESSIONAL LAND SURVEYORS
P.O. BOX 256
GAINESVILLE, GA. 30503
PHONE: (770) 532-6492
www.pattonsurveying.com
LAND SURVEYING FIRM CERTIFICATE OF AUTHORIZATION NUMBER LSF 001033

PATTON LAND SURVEYING, LLC

COMPUTATIONS BY: C.K.
SURVEYED BY: C.P.
DRAFTED BY: C.K.
CHECKED BY: C.M.P.

COMBINATION SURVEY FOR:
NCP HOLDINGS, LLC
– LOCATED IN –
G.M.D. 1690
HALL COUNTY, GEORGIA

REVISIONS

No.	DATE	DESCRIPTION
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PART ID: 9576554662
RECORDED BY: CH
Charles Baker, C.S.C
Hall County, GA

THIS BLOCK IS RESERVED FOR THE CLERK OF THE SUPERIOR COURT

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	405.87'	49.09'	49.06'	S 33°13'33" W	6°55'47"
C2	235.97'	56.46'	56.32'	S 37°40'22" W	13°42'31"
C3	230.91'	75.47'	75.14'	S 60°24'17" W	18°43'36"
C4	457.89'	144.99'	144.38'	S 79°23'15" W	18°08'32"
C5	520.45'	160.52'	159.89'	N 82°50'12" W	17°40'19"
C6	159.47'	154.59'	148.57'	S 83°17'55" W	57°36'09"
C7	245.76'	76.33'	76.03'	S 61°53'30" W	17°47'46"
C8	279.42'	77.14'	76.89'	S 61°57'39" W	15°49'01"
C9	108.61'	43.63'	43.34'	S 43°47'41" W	23°00'58"
C10	5554.58'	576.74'	576.48'	N 58°40'50" E	5°56'57"

LINE	BEARING	DISTANCE
L1	N 84°58'41" E	203.71
L2	S 26°50'03" E	136.12
L3	S 39°58'30" W	12.14
L4	S 24°57'11" W	13.38
L5	S 09°47'00" W	9.30
L6	S 51°39'28" E	11.97
L7	S 59°41'03" E	7.45
L8	S 11°54'52" E	9.55
L9	S 09°51'04" W	11.45
L10	S 36°21'09" E	20.72
L11	S 22°00'43" E	26.39
L12	S 76°56'36" E	12.80
L13	N 69°37'40" E	9.79
L14	S 11°10'40" W	14.92
L15	S 56°09'33" E	17.75
L16	S 30°18'55" W	9.98
L17	S 20°43'10" E	39.60
L18	S 43°40'14" E	23.23
L19	S 04°13'30" E	22.41
L20	S 56°37'26" E	15.99
L21	S 17°45'08" W	17.00
L22	S 06°40'19" W	10.77
L23	S 23°07'54" E	11.29
L24	S 69°36'02" E	13.83
L25	S 06°59'48" W	14.54
L26	S 51°54'52" W	15.76
L27	S 08°26'16" W	11.77
L28	S 10°37'38" E	19.80
L29	S 29°29'22" W	23.08
L30	S 71°21'46" E	13.82
L31	S 05°47'53" E	24.15
L32	S 51°09'39" W	20.31
L33	S 10°01'22" E	25.54
L34	S 20°30'51" W	28.28
L35	S 48°01'39" W	13.04
L36	S 12°22'49" E	35.22
L37	S 46°53'45" W	25.59
L38	S 18°54'24" E	15.89
L39	S 00°03'29" W	27.18
L40	S 01°45'24" E	66.37
L41	S 12°43'27" E	35.49
L42	S 32°20'32" W	17.75
L43	S 18°03'17" W	17.54
L44	S 19°31'46" E	13.81
L45	S 75°07'36" E	6.81
L46	S 18°47'21" E	21.18
L47	S 24°29'02" W	27.75
L48	N 71°28'33" W	13.30
L49	N 29°17'29" W	13.82
L50	S 68°29'23" W	37.25
L51	S 69°08'01" E	14.14
L52	S 19°45'18" W	19.59
L53	S 40°10'11" W	25.75
L54	S 63°47'03" E	41.89
L55	S 13°30'03" W	12.46
L56	S 30°45'55" W	57.03
L57	N 74°00'04" W	15.23
L58	S 08°38'04" W	21.98
L59	S 69°43'08" W	14.42
L60	N 85°37'31" W	11.64
L61	S 22°13'39" W	39.36
L62	S 80°50'48" W	11.28
L63	S 17°28'46" W	20.09
L64	S 40°38'56" W	24.05
L65	N 37°58'29" W	12.91
L66	S 88°09'18" W	10.05
L67	S 49°18'04" W	50.05
L68	S 11°35'36" W	30.13
L69	S 01°05'21" W	52.24
L70	S 12°38'25" E	13.40
L71	S 53°21'03" W	24.84
L72	S 31°41'54" W	26.15
L73	S 49°22'49" W	24.99
L74	S 33°59'48" W	16.88
L75	S 40°00'28" W	40.86
L76	S 34°17'50" W	37.20
L77	N 31°38'55" W	21.40
L78	N 83°39'32" W	7.51
L79	S 04°37'58" W	17.04
L80	S 23°58'24" W	24.45
L81	S 21°53'59" E	26.57
L82	S 03°28'40" W	16.24
L83	S 88°08'58" W	12.18
L84	S 80°39'32" W	7.39
L85	S 14°08'43" W	21.45
L86	S 49°00'57" W	21.69
L87	N 59°30'36" W	11.24
L88	S 89°55'50" W	18.47
L89	N 39°09'38" W	16.24
L90	S 33°32'41" W	23.01
L91	S 60°46'24" W	12.69
L92	N 69°56'01" W	16.02
L93	N 36°50'13" W	14.15
L94	S 70°29'17" W	21.69
L95	S 19°34'11" E	18.70
L96	S 11°06'53" E	13.13
L97	S 49°36'54" W	12.28
L98	N 34°30'37" W	14.57
L99	N 69°48'39" W	14.95
L100	S 78°33'39" W	19.42
L101	S 32°44'46" W	21.01
L102	S 58°06'27" W	26.60
L103	S 02°09'49" E	25.01
L104	S 42°17'40" W	17.34
L105	S 11°21'06" E	24.11
L106	S 06°47'25" W	30.14
L107	S 32°21'11" W	21.87
L108	S 72°54'25" W	43.66
L109	S 78°10'18" W	40.99
L110	S 20°18'28" W	20.32
L111	S 43°21'39" W	18.51
L112	S 76°31'28" W	10.85
L113	N 58°27'49" W	8.58
L114	N 61°32'18" W	15.44
L115	N 73°51'34" W	16.89
L116	S 43°22'22" W	7.09
L117	S 05°18'54" W	10.09
L118	S 49°13'38" W	10.27
L119	S 71°53'09" W	13.59
L120	S 58°20'42" W	25.47
L121	S 41°00'58" W	8.19
L122	S 24°50'51" E	7.04
L123	S 26°04'18" E	9.97
L124	S 20°08'23" W	6.79
L125	S 87°13'59" W	11.28
L126	N 82°46'24" W	45.14
L127	S 77°17'22" W	34.15
L128	S 48°16'13" W	17.18
L129	S 66°55'44" W	20.64
L130	S 44°29'09" W	9.62
L131	S 09°11'23" W	20.91

LINE	BEARING	DISTANCE
L132	S 24°52'59" W	31.45
L133	S 55°58'28" W	17.18
L134	S 79°17'53" W	13.50
L135	S 10°17'51" E	12.98
L136	S 66°03'24" E	11.10
L137	S 35°27'31" E	16.99
L138	S 02°16'55" E	13.77
L139	S 53°38'13" W	18.62
L140	S 86°05'34" W	12.54
L141	N 80°22'21" W	15.74
L142	S 85°43'52" W	14.29
L143	S 79°44'44" W	11.19
L144	S 26°43'37" W	17.63
L145	S 47°21'31" W	10.97
L146	N 76°09'30" W	20.53
L147	N 82°28'59" W	26.69
L148	N 79°21'09" W	11.58
L149	N 44°10'45" W	16.62
L150	N 55°03'15" W	15.59
L151	N 75°43'58" W	35.09
L152	S 86°33'52" W	17.07
L153	S 69°35'32" W	10.65
L154	N 77°27'16" W	14.74
L155	N 60°50'03" W	11.19
L156	S 53°30'04" W	8.06
L157	S 36°56'15" W	15.53
L158	S 26°31'10" E	22.57
L159	S 48°10'15" W	9.19
L160	N 87°12'10" W	17.72
L161	S 75°18'20" W	29.83
L162	S 59°10'17" W	12.76
L163	S 39°28'42" E	8.19
L164	S 44°49'43" E	12.87
L165	S 32°07'25" E	24.24
L166	S 77°59'10" E	13.65
L167	S 74°31'06" E	14.41
L168	S 45°27'41" W	16.66
L169	S 50°00'10" W	14.38
L170	N 78°24'56" W	14.32
L171	S 68°54'14" W	40.98
L172	N 87°59'56" W	23.24
L173	S 30°32'12" W	23.61
L174	N 68°26'35" W	37.78
L175	S 88°07'50" W	16.12
L176	S 73°38'11" W	13.62
L177	S 08°02'23" E	15.83
L178	S 84°49'28" W	12.76
L179	N 58°19'48" W	9.53
L180	N 04°00'28" W	21.10
L181	S 89°54'41" W	4.41
L182	S 60°42'16" W	19.53
L183	S 29°57'51" W	19.21
L184	S 78°32'21" W	16.29
L185	S 65°40'51" W	15.00
L186	S 02°19'46" W	14.98
L187	S 22°17'48" W	18.29
L188	S 61°09'28" E	15.57
L189	N 58°36'30" E	12.32
L190	N 84°04'56" E	9.14
L191	S 33°15'11" E	22.25
L192	S 28°45'57" W	20.76
L193	S 20°23'42" W	44.91
L194	S 58°18'09" E	39.53
L195	S 34°07'56" W	13.71
L196	N 44°00'17" W	5.84
L197	N 09°57'29" W	23.35
L198	S 01°14'41" E	7.55
L199	S 30°39'32" W	10.53
L200	S 53°21'33" W	8.94
L201	S 77°59'45" W	18.08
L202	N 63°05'45" W	15.78
L203	S 75°22'22" W	12.08
L204	S 37°12'09" E	18.75
L205	S 49°03'14" E	12.29
L206	S 03°38'31" W	21.63
L207	S 44°16'10" W	40.09
L208	S 65°58'55" W	8.78
L209	N 66°18'05" W	6.92
L210	N 08°28'00" W	18.75
L211	N 20°51'06" W	10.17
L212	N 89°34'09" W	6.84
L213	S 22°45'31" W	12.48
L214	S 14°58'31" W	25.23
L215	S 09°58'53" W	11.09
L216	S 29°09'51" W	11.18
L217	S 62°09'13" W	9.08
L218	S 47°59'44" W	18.59
L219	S 56°16'29" W	21.47
L220	S 26°39'20" W	29.68
L221	S 18°09'00" W	31.49
L222	S 11°38'08" E	45.48
L223	S 09°55'58" W	22.56
L224	S 68°04'50" W	30.79
L225	N 72°32'37" W	19.28
L226	S 58°18'49" W	55.44
L227	N 58°16'58" W	40.37
L228	S 72°33'39" W	6.98
L229	S 04°00'29" W	23.78
L230	S 13°34'53" W	36.15
L231	S 49°27'45" W	2.10
L232	S 53°55'19" W	5.40
L233	S 11°10'11" E	29.55
L234	S 79°16'57" E	27.77
L235	S 88°21'49" E	38.04
L236	N 83°04'57" E	26.30
L237	N 70°09'48" E	52.85
L238	N 89°31'03" E	30.57
L239	S 16°33'39" E	27.08
L240	S 44°00'26" W	20.00
L241	S 17°14'50" W	23.57
L242	S 60°50'26" E	9.38
L243	N 78°37'24" E	34.90
L244	S 80°51'12" E	64.37
L245	N 76°08'41" E	49.07
L246	S 72°48'22" E	28.15
L247	S 69°12'08" E	19.63
L248	S 39°28'25" E	26.29
L249	S 10°32'44" E	18.71
L250	S 38°28'43" E	13.31
L251	S 61°30'58" E	12.38
L252	N 89°05'17" E	13.91
L253	N 78°33'39" E	35.60
L254	N 89°21'39" E	27.18
L255	S 69°21'21" E	18.62
L256	S 64°51'58" E	40.34
L257	S 58°26'39" E	27.93
L258	S 58°56'17" E	28.98
L259	S 14°46'26" E	24.01
L260	S 45°18'58" E	16.47
L261	S 82°51'44" E	27.54
L262	N 88°14'19" E	18.41
L263	N 69°13'51" E	26.68
L264	N 68°59'12" E	40.78
L265	N 79°11'09" E	36.13
L266	S 56°49'23" E	34.22
L267	S 43°48'50" E	46.52
L268	S 53°49'19" E	30.58
L269	S 82°59'41" E	25.45
L270	S 78°54'15" E	50.69
L271	S 61°45'29" E	17.50
L272	S 54°18'25" E	23.47
L273	S 88°05'14" W	119.17
L274	N 71°54'57" W	84.23

LINE	BEARING	DISTANCE
L275	S 83°51'53" W	54.71
L276	S 69°29'41" W	70.91
L277	N 44°30'46" E	11.65
L278	N 45°01'56" E	28.78
L279	N 67°20'14" E	24.78
L280	N 69°45'22" E	48.44
L281	N 72°27'20" E	17.97
L282	N 71°11'19" E	31.39
L283	N 79°27'43" E	52.83
L284	N 30°20'27" E	39.15
L285	N 39°05'45" E	37.31
L286	N 41°16'15" E	35.28
L287	N 49°55'15" E	30.66
L288	N 61°53'37" E	16.99
L289	N 16°46'26" W	13.27
L290	N 23°47'22" W	4.93
L291	N 60°54'17" E	9.65
L292	N 74°32'48" E	10.80
L293	N 39°27'33" W	12.51
L294	N 06°47'25" W	14.66
L295	N 09°18'58" W	19.55
L296	N 06°58'18" E	13.85
L297	N 33°39'58" W	29.13
L298	N 07°15'19" W	18.78
L299	N 59°24'37" W	13.30
L300	N 58°55'39" W	12.61
L301	N 11°20'04" E	8.27
L302	N 18°34'57" E	15.97
L303	N 27°15'50" W	14.31
L304	N 50°09'44" W	23.98
L305	N 33°05'18" W	22.91
L306	N 16°20'16" E	24.80
L307	N 24°09'41" W	14.02
L308	N 57°01'48" W	24.09
L309	N 31°18'00" W	24.19
L310	S 53°08'37" E	134.94
L311	N 52°38'19" E	227.60

REGISTERED PROFESSIONAL LAND SURVEYORS
P.O. BOX 256
GAINESVILLE, GA. 30503
PHONE: (770) 532-6492
www.pattonsurveying.com
LAND SURVEYING FIRM
CERTIFICATE OF AUTHORIZATION
NUMBER LSF 001029
PATTON
LAND SURVEYING, LLC

COMPUTATIONS BY: C.K.
SURVEYED BY: C.P.
DRAFTED BY: C.K.
CHECKED BY: C.M.P.

COMBINATION SURVEY FOR:
NCP HOLDINGS, LLC
- LOCATED IN -
G.M.D. 1690
HALL COUNTY, GEORGIA

REVISIONS

No.	DATE	DESCRIPTION
1	04/08/2024	REVISED FLOOD NOTE

SHEET NUMBER:
2 of 3
SCALE: 1" = 200'
SURVEY DATE: 02/01/2024
PLAT DATE: 02/08/2024
23-154.dwg
JN. 23-154

09.15.2025 - Item 2

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

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8288 | f: 770.531.3972

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Jeff Stowe, District 4

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COUNTY ADMINISTRATOR
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COUNTY ADMINISTRATOR
Casey Ramsey

COUNTY CLERK
Jennifer Rivera

Hall County Government
BOARD OF COMMISSIONERS

February 23, 2024

Ridgeline Land Planning, Inc.
Attn: Holt Persigner
196 Belaire Court
Winder, GA 30680

RE: **Application to Rezone – CORRECTED – See highlighted area**

Dear Holt Persigner,

Please be advised that in its Voting Meeting on February 23, 2023, the Hall County Board of Commissioners voted to approve with conditions the following application.

4020 & 3886 Cornelia Highway and 4761 Cagle Mill Road | Rezone | from Agricultural-Residential-III (AR-III) & Agricultural-Residential-IV (AR-IV) to Heavy Industrial (I-II) on a 134.14± acre tract located on the south side of Cornelia Highway approximately 679 feet from its intersection with Cagle Road | Zoned AR-III & AR-IV; Tax Parcel 15007 000129, 000270, & 000027A | **Proposed use: ~~heavy~~ light industrial** | Commission District 3 | **Ridgeline Land Planning, Inc, applicant.**

Conditions:

1. The development shall occur substantially as depicted on the site plan dated August 15, 2022 and described in the project narrative. The developer may be allowed to adjust lot lines and the quantity of lots due to topographical, ecological, or geological constraints, as long as the total aggregate building square footage does not exceed 1,067,000 sq. ft. for the entire development.
2. The proposed development may contain flood zones. The site shall require a storm water management report. The proposed development is located in the North Oconee watershed overlay, which requires that all stream buffers and setbacks be double the normal setback as measured from wrested vegetation (not the centerline of the stream) from 50 foot to 100 foot. The impervious buffer is 150 foot instead of 75 foot.
3. During construction the developer shall install additional erosion and sediment control measures to protect the streams and all of the properties downstream from the development. These measures must be monitored and approved by the Hall County Engineer's Office.
4. The development shall follow the standard preliminary and final plat review process found in Section 16.40 of the Hall County Code.
5. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property: "Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property

shown on this plat should be prepared to expect the effects of such practices."

6. The necessary Georgia Department of Transportation (GDOT) permit shall be required prior to issuance of a land disturbance permit (LDP).
7. Tilt up concrete construction and TPO roof systems shall be allowed but all buildings shall be constructed with neutral exterior colors as approved by the Director of Planning and Development.
8. Architectural roof panels shall be allowed with the color being approved by the Director of Planning and Development.
9. All conditions of zoning shall be made part of any plats created for the property.
10. Adult establishments, astrologers, clairvoyants, fortune tellers, palmists, phrenologists, tattoo, body piercing, and body modification establishments shall be prohibited.
11. No Land Disturbance permit (LDP) shall be issued until all IFC (Fire Code) concerns have been adequately addressed and the plans receive Fire Marshal approval.
12. The applicant must satisfy Hall County public water and sewage requirements prior to final plat approval or development of any individual lots.
13. Each individual lot shall obtain the appropriate land disturbance permit and building permit prior to commencing the land use.
14. Development Restrictive Covenants shall be recorded prior to release of final plat.
15. Front building setbacks along Highway 365 and Cagle Mill Road shall be 100 feet from the center line of the street or 75 feet from the property line, whichever is greater.
16. Parking space requirements and parking lot design shall meet Hall County guidelines.
17. Development shall occur via a phased development review process and phased land disturbance permit process so as to reduce erosion. The Applicant shall provide phase lines on the submitted plans at the time of LDP application.
18. The applicant shall submit all NPDES reports on a timely basis to the Georgia EPD and shall submit copies of all such reports to the County Engineer at the time of their submission to EPD.
19. If any of these conditions are not addressed and reflected on the site plan and/or other supporting documents as necessary when applying for the LDP, then the County shall reject the LDP application and request all matters to be addressed prior to the application's acceptance.

Please contact me if you have questions or if you require any additional information concerning this action of the Board.

Sincerely,

Jennifer Rivera

Jennifer Rivera
Hall County Commission Clerk

cc: Randi Doveton, Planning & Development Director

NCP Holdings, LLC
Attn: Larry S. Glover
8616 Decoy Lane
Lula, GA 30554

CITY OF
GAINESVILLE
WATER RESOURCES

June 3, 2025

NCP Holdings, LLC
Attn: Preston Bowen
8616 Decoy Lane
Lula, GA 30554

Re: Water Availability
Proposed North Oconee Industrial Park Phase II
5019 Cagle Mill Road
PIN: 15007 000026A

Dear Mr. Bowen,

The purpose of this letter is to confirm the availability of water service to the above-referenced property.

The City of Gainesville owns and operates an existing 12-inch DIP water main in the right-of-way of Cornelia Highway. The portion of Cagle Mill Road the subject property fronts does not currently have an existing City water main. In order to serve this property with public water, development of phase 1 of the industrial park would be required to install a water main from the existing City main on Cornelia Highway to the above-referenced property.

Currently, the City has adequate domestic water capacity to serve your proposed 2nd phase of the North Oconee Industrial Park development.

This confirmation of water availability is good for one year from the date of this letter at which time, it will become null and void unless engineered plans have been submitted for issuance of a development permit.

Please call me at (770) 538-2452 should you have any questions.

Sincerely,

Nick Swafford

Nick Swafford
Permitting Services and GIS Manager

cc: Tracy Robar, P.E., Engineering and Construction Div. Manager
Chris Thornhill, Project Manager

Hall County Government
PUBLIC WORKS AND UTILITIES

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

BILL NASH, P.E.
Director

William (Bill) H. King III, P.E.
Assistant Director

May 30, 2025

NCP Holdings, LLC
8616 Decoy Lane
Lula, GA 30554

Subject: Sanitary Sewer Letter of Availability
5019 Cagle Mill Road
Parcel ID No: 15007 000206A
Lula, GA 30554

Dear Mr. Bach,

In response to your request, this letter will serve as confirmation that Hall County has sufficient volume to serve the above development at Lula Road, (SR 52) at Cagle Road. The estimated average daily flow will be 18,000 GPD.

The existing sewer line is located near the property at Cornelia Hwy. An extension into the subject property is required to be performed by the developer at owner's cost.

Sanitary sewer capacity allocation is available on a first come, first serve basis by purchasing the sewer taps. As such, this "availability" letter does not guarantee capacity. Additionally, this letter is non-transferable. If the project design changes, this letter is void and a new "availability" letter must be obtained.

If you have any questions or need more information, please call the Hall County Public Works and Utilities Department at 770-531-6800.

Sincerely,

William (Bill) H. King III, P.E.

Application for Sewer Availability Letter

Date: 5/28/25

Name of Applicant: NCP Holdings, LLC Contact Number: 678-654-1246

Address of Applicant: 8616 Decoy Lane

City: Lula State: GA Zip: 30554 E-mail: [redacted]

Name of Agent: Ed Myers Contact Number: [redacted]

Address of Agent: PO Box 634

City: Gainesville State: GA Zip: 30503 E-mail: ed@myers-and-co.com

THE APPLICANT NAMED ABOVE AFFIRMS THAT THEY ARE THE OWNER OR AGENT FOR THE OWNER OF THE PROPERTY DESCRIBED BELOW AND REQUESTS: (Please check the purpose of letter request and fill in all applicable information legibly and completely.)

AVAILABILITY: ☐ General Availability ☒ Rezoning ☐ Conditional Use Permit

Availability letters will require a minimum of one week from the date of application submittal.

Request from AR-1 & R-1 (Present Zoning) to I-1 (Requested Zoning)

For the Purpose of Light Industrial (Type of Development)

Address of Property: 5019 Cagle Mill Road

Nearest Intersection to Property: Cagle Mill Rd & Cagle Rd

Size of Tract: 84 acre(s), Lane Lot Number(s): GMD 1690 , District(s): _____

Development Estimate Average Daily Sewer Flow (GPD): 18,000 GPD (600 employees)

Property Tax Parcel Number: 15007 000206A Proposed number of Lots: 5

(Below: For properties within protected watershed districts only)

Gross Density: 0.05 units per acre Net Density: _____ units per acre

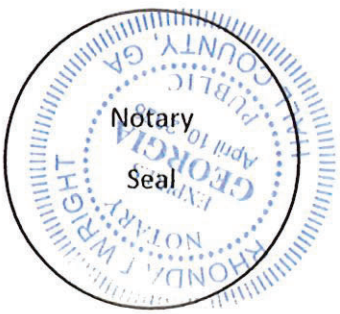
Estimated amount of impervious surface: 21 Ac (25%) Minimum Lot Size: 15,000 SF

Rhonda J Wright
Notary

N. Edward Myers
Signature of Owner(s)/Agent(s)

N. Edward Myers
Printed Name of Owner(s)/Agent(s)

Engineer
Title of Agent



Letter of Intent
North Oconee Industrial Park
Phase 2

NCP Holdings, Inc. submits this letter of intent and zoning application for Tax Parcel 15007 000206A. This 84.354 acres is adjacent to and will be part of the existing North Oconee Industrial Park. Access with be through Phase 1 of the development. An emergency access will be on Cagle Mill Road. This will only be for emergency personnel in an emergency. The property is currently zoned AR-1 & R-1.

The applicant is proposing to rezone the property to Light Industrial (I-I) to allow for adding another 672,500 square feet to the overall development. It is anticipated the build out will be in a 5-to-10-year span. Proposed uses will be in conformance with the Permitted Uses in Article 7 Section 7.2.1 of the Hall County UDC. Most of the project is expected to be office and warehousing with the potential for 3 shifts with some users. Proposed uses are compatible with the growth along the GA 365 corridor. The Future Land Use Plan shows this area Suburban Neighborhood, Low Density. However, this property is adjacent to the existing Inland Port area and is more connected to this industrial area as it is cut off from the residential area by the North Oconee River, which forms the southern boundary of the property.

It is requested that this phase have the same conditions that the adjacent development with the exception of the stream buffers. It is requested that the North Oconee River keep the 100-foot undisturbed buffer and a 150-foot impervious setback and the remaining streams have the standard county 50-foot undisturbed buffer and 75-foot impervious setback.

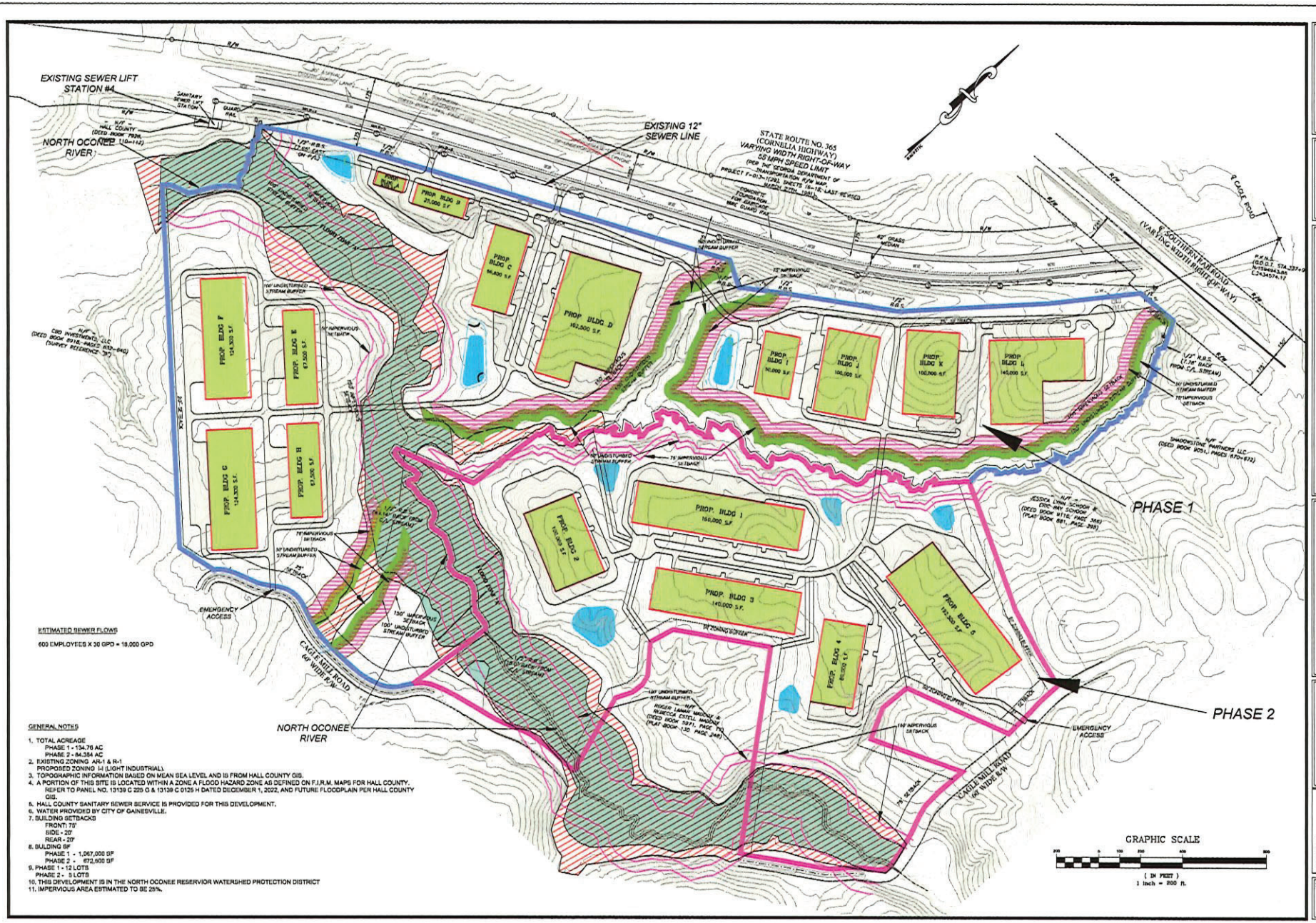
The development will be served by Hall County sanitary sewer and City of Gainesville Water. A 50-foot buffer will be provided next to residentially zoned properties.

This phase of development is anticipated to employ 600 people. With a use of 30 GPD per employee, the required sewer use will be 18,000 GDP.

In conclusion, the proposed development is consistent with existing development patterns in the surrounding area and it is compatible with the intent of the Comprehensive Plan. The Applicant respectfully request your approval of the application.

Thank you for your consideration

N. Edward Myers, PE



GENERAL NOTES

1. TOTAL ACREAGE
   PHASE 1 - 134.76 AC
   PHASE 2 - 84.354 AC
2. EXISTING ZONING AR-1 & R-1
   PROPOSED ZONING I-1 (LIGHT INDUSTRIAL).
3. TOPOGRAPHIC INFORMATION BASED ON MEAN SEA LEVEL AND IS FROM HALL COUNTY GIS.
4. A PORTION OF THIS SITE IS LOCATED WITHIN A ZONE A FLOOD HAZARD ZONE AS DEFINED ON F.I.R.M. MAPS FOR HALL COUNTY.
   REFER TO PANEL NO. 13139 C 229 G & 13139 C 0129 H DATED DECEMBER 1, 2022, AND FUTURE FLOODPLAIN PER HALL COUNTY GIS.
5. HALL COUNTY SANITARY SEWER SERVICE IS PROVIDED FOR THIS DEVELOPMENT.
6. WATER PROVIDED BY CITY OF GAINESVILLE.
7. BUILDING SETBACKS
   FRONT: 75'
   SIDE - 20'
   REAR - 20'
8. BULDING SF
   PHASE 1 - 1,067,000 SF
   PHASE 2 - 672,500 SF
9. PHASE 1 - 12 LOTS
   PHASE 2 - 5 LOTS
10. THIS DEVELOPMENT IS IN THE NORTH OCONEE RESERVOIR WATERSHED PROTECTION DISTRICT
11. IMPERVIOUS AREA ESTIMATED TO BE 25%.

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2025 MYERS & COMPANY, INC. ALL RIGHTS RESERVED.

Seal

MYERS & CO.
civil engineers
P.O. BOX 634
GAINESVILLE, GA 30503
770-654-9172

Project Description
North Oconee Industrial Park
G.M.D. 1590
HALL COUNTY, GEORGIA

DATE 5-28-25
JOB NO. 23-22

Sheet Title
REZONING PLAN

Revisions

SHEET 1

Outlook

HCPC Tentative Agenda 7.21.25

From Emily McGahee (Environmental Health) <emcgahee@hallcounty.org>
Date Wed 6/18/2025 12:14 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>; Katie L. Greenway (CDI: Planning) <klgreenway@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, 5674 Bark Camp Rd, Lean on Me: Must meet all Environmental Health commercial septic system permitting requirements as public sewer is not available to this parcel. 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.

Items 2/3A/3B/4A/4B, 1608 Whiting Drive, Vargas: No comment. Public Sewer.

Item 5, 5019 Cagle Mill, NCP Holdings: No comment. Public Sewer.

Item 6, 4020/3886 Cornelia Hwy: No comment. Public Sewer.

Item 7, A/B, 5684 Bethel Road, Truelove: 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 8, 5979 New Bethany Rd, Brown: 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 9, 4965 Bryant Quarter Rd, Clouse: No comment.

Item 10, 5970 Cleveland Hwy, Academy P1: Must meet all Environmental Health commercial septic system permitting requirements. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation may be required after review of business plan.

Item 11, County Staff: No comment.

Emily McGahee
Hall County Environmental Health
Hall County Government Center
2875 Browns Bridge Road
Mailing: PO Box 5901
Gainesville, GA 30504
(770) 531-3973 (phone)
emcgahee@hallcounty.org

http://dph.georgia.gov/environmental-health (State Website)
http://www.phdistrict2.org/HallCounty.htm (District Website)
https://www.hallcounty.org/192/Environmental-Health (County Website & Forms)

EMAIL Reader Advisory Notice: Email to and from a Georgia state agency is generally public record, except for content that is confidential under specific laws. Security by encryption is applied to all confidential information sent by email from the Georgia Department of Public Health (DPH). This message is only intended for specific recipient(s) and may contain privileged, private, or sensitive information. If you received this message in error, please delete it, and contact me.

Outlook

RE: Tentative Agenda July 21, 2025 Hall County Planning Commission Meeting

From Nembhard, Nakia L <NNembhard@dot.ga.gov>
Date Mon 6/16/2025 8:13 AM
To Kaitlyn Elliott (Planning) <kelliott@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,

Below you will find comments on proposed locations. If you have any questions please let me know.

1. **5674 Bark Camp Road | Special Use |** for a group home | on a 0.72± acre tract located on the northwest side of Bark Camp Road, approximately 1,362 feet from its intersection with Bark Camp Drive | Zoned AR-1; Tax Parcel 11083 002001 | P**roposed use: Group home** | ** Commission District 2 | **Lean On Me Recovery Residences, applicant**. **(Does Not Require GDOT Coordination)**

2. **1608 Whiting Drive | Rezone |** from Residential 1 (R-1) to Highway Business (H-B) | on a 0.20± acre tract located on the northeast side of Whiting Road, approximately 282 feet from its intersection with Browns Bridge Road | Zoned R-1; Tax Parcel 00123 007015 | **Proposed use: Vehicle repair, major** | ** Commission District 4 | **Gerardo Vargas, applicant** **(Will Require GDOT Coordination)**

3. **(A) 1604 & 1608 Whiting Drive, & 1790 Browns Bridge Road | Special Use** | on a combined 0.90± acre tract located on the northeast side of Whiting Road at its intersection with Browns Bridge Road | Zoned R-1 & H-B (GCOD); Tax Parcels 00123 007016, 007015 & 007017 | **Proposed use: Vehicle repair, major** | ** Commission District 4 | **Gerardo Vargas, applicant** **(Will Require GDOT Coordination)**

   (B) 1604 & 1608 Whiting Drive, & 1790 Browns Bridge Road | Special Use | for outdoor storage in GCOD | on a combined 0.90± acre tract located on the northeast side of Whiting Road at its intersection with Browns Bridge Road | Zoned R-1 & H-B (GCOD); Tax Parcels 00123 007016, 007015 & 007017 | **Proposed use: Outdoor storage** | ** Commission District 4 | **Gerardo Vargas, applicant** **(Will Require GDOT Coordination)**

4. **(A) 1604 & 1608 Whiting Drive, & 1790 Browns Bridge Road | Variance to Section 6.2** | GCOD standards | on a combined 0.90± acre tract located on the northeast side of Whiting Road at its intersection with Browns Bridge Road | Zoned R-1 & H-B (GCOD); Tax Parcels 00123 007016, 007015 & 007017 | **Proposed use: Development standards for vehicle repair, major** | * Commission District 4 | **Gerardo Vargas, applicant** **(Will Require GDOT Coordination)**

   (B) 1604 & 1608 Whiting Drive, & 1790 Browns Bridge Road | Variance to Section 8.1 | off street parking requirements | on a combined 0.90± acre tract located on the northeast side of Whiting Road at its intersection with Browns Bridge Road | Zoned R-1 & H-B (GCOD); Tax Parcels 00123 007016, 007015 & 007017 | **Proposed use: Parking for vehicle repair, major** | * Commission District 4 | **Gerardo Vargas, applicant** **(Will Require GDOT Coordination)**

5. **5019 Cagle Mill Road | Rezone |** from Agricultural Residential 1 (AR-1) and Residential 1 (R-1) to Light Industrial (I-1) | on an 84.35± acre tract located on the northwest side of Cagle Mill Road, approximately 1,890 feet from its intersection with Julian Baugh Road | Zoned AR-1 & R-1; Tax Parcel 15007 000206A | **Proposed use: Uses permitted in I-1** | ** Commission District 3 | **NCP Holdings, LLC, applicant** **(Will Require GDOT Coordination)**

6. **4020 & 3886 Cornelia Highway, 4761 Cagle Mill Road | Special Use |** to amend conditions of zoning | on a combined 134.76 acre tract located on the southeast side of Cornelia Highway, approximately 800 feet from its intersection with Cagle Road | Zoned I-1 (GCOD); Tax Parcels 15007 000129, 000270, 000027A | **Proposed use: Uses permitted in I-1** | ** Commission District 3 | **NCP Holdings, LLC, applicant** **(Will Require GDOT Coordination)**

7. **(A) 5684 Bethel Road | Rezone** | from Planned Residential Development (PRD) to Residential Low Density (R-1-L) | on an 8.30± acre tract located on the northeast side of Bethel Road, approximately 907 feet from its intersection with Avalon Commons Way | Zoned PRD; Tax Parcel 12007 000001 | **Proposed use: Minor subdivision** | ** Commission District 3 | **Janet Truelove, applicant** **(Does Not Require GDOT Coordination)**

   (B) 5684 Bethel Road | Special Use | minor subdivision | on an 8.30± acre tract located on the northeast side of Bethel Road, approximately 907 feet from its intersection with Avalon Commons Way | Zoned PRD; Tax Parcel 12007 000001 | **Proposed use: Minor subdivision** | ** Commission District 3 | **Janet Truelove, applicant** **(Does Not Require GDOT Coordination)**

8. **5979 New Bethany Road | Rezone |** from Planned Residential Development (PRD) to Agricultural Residential 1 (AR-1) | on a 5.56± acre portion of a tract located on the south east of Beards Road approximately 1,096 feet from its intersection with New Bethany Road | Zoned PRD; Tax Parcel 07328 004003(pt) | **Proposed Use: Single family residence** | ** Commission District 2 | **The Travis and Herman Brown Family Limited Partnership, applicant** **(Does Not Require GDOT Coordination)**

9. **4965 Bryant Quarter Road | Rezone** | from Planned Commercial Development (PCD) to Agricultural Residential 1 (AR-1) | on a 3.30± acre portion of a tract located on the northwest side of Bryant Quarter Road, approximately 2,030 feet from its intersection with Emory Griffin Road | Zoned PCD; Tax Parcel 15003 000015G(pt) | **Proposed use: Uses permitted in AR-1** | ** Commission District 3 | **John Clouse, applicant** **(Does Not Require GDOT Coordination)**

10. **5970 Cleveland Highway | Rezone |** from Agricultural Residential 1 (AR-1) to Highway Business (H-B, GCOD) | on a 2.22± acre tract located on the southeast side of Cleveland Highway at its intersection with Hulsey Road | Zoned AR-1; Tax Parcel 12064 000012 **| Proposed use: Indoor recreation facility |** ** Commission District 3 **| Academy P1 Building, LLC, applicant (Will Require GDOT Coordination)**

11. 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** **(Does Not Require GDOT Coordination)**

Thanks,

Nakia Nembhard
Civil Engineer 3

GDOT Georgia Department of Transportation

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: Thursday, June 12, 2025 12:02 PM
Subject: Tentative Agenda July 21, 2025 Hall County Planning Commission Meeting

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

Good Afternoon,

Here is the Tentative Agenda and Maps for the **July 21, 2025** Hall County Planning Commission Meeting. Please use the links to review the documents and respond with comments to Hall County Planning and Development.

Outlook

RE: Tentative Agenda July 21, 2025 Hall County Planning Commission Meeting

From Joseph Boyd (GHMPO) <jboyd@hallcounty.org>
Date Thu 6/12/2025 2:17 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Cc Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>; Joseph Boyd (GHMPO) <jboyd@hallcounty.org>

2 attachments (1 MB)
GH-150.pdf; GH-035.pdf;

Hey Kaitlyn – see below for comments from the MPO:

6. NCP Holdings, LLC – 4020 & 3886 Cornelia Highway/4761 Cagle Mille Road
   - These parcels are along State Route 365, which is expected to be widened with construction scheduled for 2035 (GH-150/PI0020731). This project is currently undergoing pre-engineering by GDOT, where further details, including right-of-way impacts, will be established. Applicant should coordinate with GDOT District 1.

10. Academy P1 Building, LLC – 5970 Cleveland Highway
   - This parcel is along US 129, which is expected to be widened with construction scheduled for 2040 (GH-035/PI0014129). Pre-engineering is scheduled for 2035, where further details, including right-of-way impacts, will be established.

Joseph Boyd, AICP
MPO Director
Gainesville-Hall Metropolitan Planning Organization
2875 Browns Bridge Road, Gainesville, GA 30504
(770) 297-5541 | www.ghmpo.org

GAINESVILLE-HALL
Metropolitan Planning Organization

From: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Sent: Thursday, June 12, 2025 12:02 PM
Subject: Tentative Agenda July 21, 2025 Hall County Planning Commission Meeting

Good Afternoon,

Here is the Tentative Agenda and Maps for the **July 21, 2025** Hall County Planning Commission Meeting. Please use the links to review the documents and respond with comments to Hall County Planning and Development. Failure to provide comments in a timely manner may result in the information not being included in the staff report.

GHMPO

FY 2024 – 2027 Transportation Improvement Program

Project Name Widening of State Route 365 from I-985 to Belton Bridge Road in Lula	**GHMPO No.** GH-150	**GDOT No.** 0020731
	County Hall	**City** Gainesville/Lula
Local Rd. Name Cornelia Highway	**GDOT District** 1	**RC** GMRC
US/State Rd. Name State Route 365	**Funding Source** GDOT	

Project Description

Widening of State Route 365 from four to six lanes from I-985 to Belton Bridge Road in Lula. Additionally, project will convert existing at-grade intersections to limited access interchanges at White Sulphur Road, Ramsey Road, and State Route 52 in Lula. Project will also construct overpasses at Kubota Way and Cagle Road.

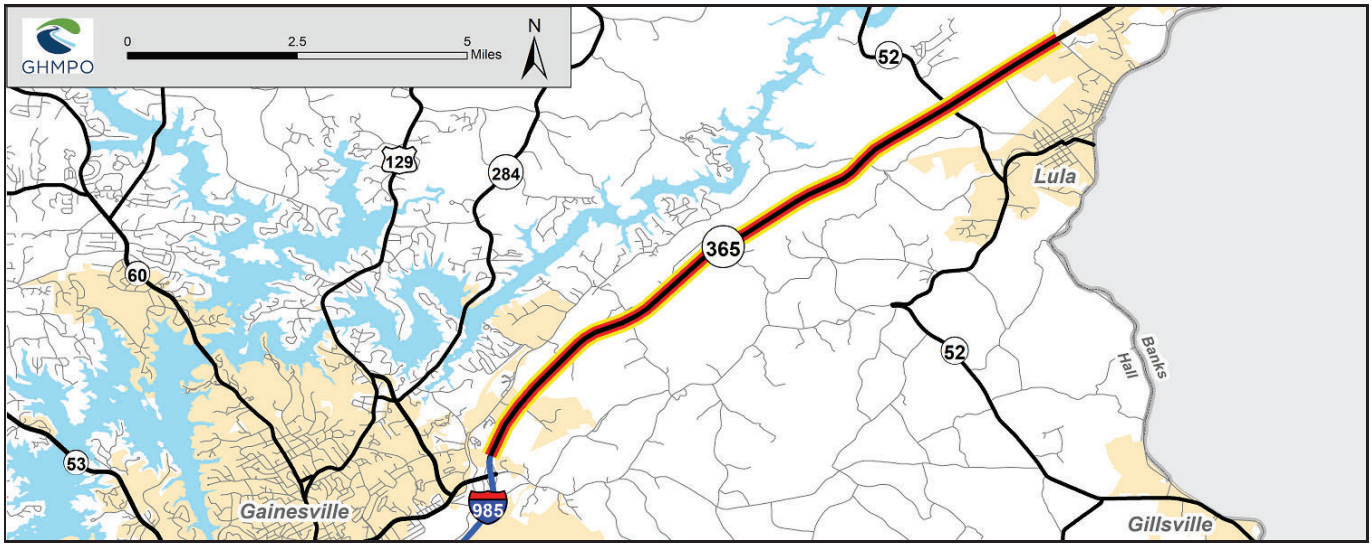
Improvement Type Widening **Capacity Adding** Yes

Project Intent

To improve mobility, increase safety, and decrease congestion by widening State Route 365 and converting various intersections to interchanges.

Project Termini **From** I-985 **To** Belton Bridge Road	**Length (miles)** 9.4	
	Exist. Lanes 4	**Future Lanes** 6
Bike / Ped Infrastructure N/A		
Network Year 2040	**MTP Project Band:** Bands 1-2 (2028-2041)	**Open to Traffic Date** 2038

STATUS	PHASE	SOURCE	LOCAL	STATE	FEDERAL	OTHER	TOTAL
2029	Right-of-Way	Federal/State	$0	$23,184,796	$92,739,183	$0	$115,923,979
2035	Utilities	Federal/State	$0	$3,107,241	$12,428,962	$0	$15,536,203
2035	Construction	Federal/State	$0	$29,160,259	$116,641,034	$0	$145,801,293
Auth.	Pre-Engineering	SGF	$0	$10,000,000	$0	$0	$10,000,000
		TOTAL	$0	$65,452,296	$221,809,180	$0	$287,261,476



HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

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

Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

M E M O R A N D U M

To: Beth Garmon, Director of Planning and Zoning

From: Bill Nash, Director of Public Works and Utilities

Date: June 20, 2025

Subject: July 21, 2025 - Hall County Planning Commission Agenda

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the July 21, 2025 meeting. Upon review, we provide the following comments.

NEW BUSINESS

1. **5674 Bark Camp Road | Special Use** | for a group home | on a 0.72± acre tract located on the northwest side of Bark Camp Road, approximately 1,362 feet from its intersection with Bark Camp Drive | Zoned AR-1; Tax Parcel 11083 002001 | **Proposed use: Group home** | ** Commission District 2 | **Lean On Me Recovery Residences, applicant.**

a. **Engineering**: No comment
b. **Traffic:** No comment.
c. **Utilities:** Septic area. Hall County sewer service but no sewer in area.

2. **1608 Whiting Drive | Rezone** | from Residential 1 (R-1) to Highway Business (H-B) | on a 0.20± acre tract located on the northeast side of Whiting Road, approximately 282 feet from its intersection with Browns Bridge Road | Zoned R-1; Tax Parcel 00123 007015 | **Proposed use: Vehicle repair, major** | ** Commission District 4 | **Gerardo Vargas, 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:** Commercial driveway
c. **Utilities:** Gainesville sewer. No sewer nearby.

3. **(A) 1604 & 1608 Whiting Drive, & 1790 Browns Bridge Road | Special Use** | on a combined 0.90± acre tract located on the northeast side of Whiting Road at its intersection with Browns Bridge Road | Zoned R-1 &

H-B (GCOD); Tax Parcels 00123 007016, 007015 & 007017 | **Proposed use: Vehicle repair, major** | ** Commission District 4 | **Gerardo Vargas, applicant**
(B) 1604 & 1608 Whiting Drive, & 1790 Browns Bridge Road | Special Use | for outdoor storage in GCOD | on a combined 0.90± acre tract located on the northeast side of Whiting Road at its intersection with Browns Bridge Road | Zoned R-1 & H-B (GCOD); Tax Parcels 00123 007016, 007015 & 007017 | **Proposed use: Outdoor storage** | ** Commission District 4 | **Gerardo Vargas, 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:** Commercial driveway
c. **Utilities:** Gainesville sewer. No sewer nearby

4. **(A) 1604 & 1608 Whiting Drive, & 1790 Browns Bridge Road | Variance to Section 6.2** | GCOD standards | on a combined 0.90± acre tract located on the northeast side of Whiting Road at its intersection with Browns Bridge Road | Zoned R-1 & H-B (GCOD); Tax Parcels 00123 007016, 007015 & 007017 | **Proposed use: Development standards for vehicle repair, major** | * Commission District 4 | **Gerardo Vargas, applicant**
(B) 1604 & 1608 Whiting Drive, & 1790 Browns Bridge Road | Variance to Section 8.1 | off street parking requirements | on a combined 0.90± acre tract located on the northeast side of Whiting Road at its intersection with Browns Bridge Road | Zoned R-1 & H-B (GCOD); Tax Parcels 00123 007016, 007015 & 007017 | **Proposed use: Parking for vehicle repair, major** | * Commission District 4 | **Gerardo Vargas, 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:** Commercial driveway
c. **Utilities:** No sewer in area. Gainesville water

5. **5019 Cagle Mill Road | Rezone |** from Agricultural Residential 1 (AR-1) and Residential 1 (R-1) to Light Industrial (I-1) | on an 84.35± acre tract located on the northwest side of Cagle Mill Road, approximately 1,890 feet from its intersection with Julian Baugh Road | Zoned AR-1 & R-1; Tax Parcel 15007 000206A | **Proposed use: Uses permitted in I-1** | ** Commission District 3 | **NCP Holdings, 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
Show FEMA and Hall County studied Flood plains that are present on site.

North Oconee Reservoir Watershed Protection District requires 100-foot stream buffers with a 150-foot impervious set back on both sides of the stream as measured from the stream banks.

b. **Traffic:** Commercial driveway
Traffic study
Signiant roadway improvements

c. **Utilities:** Hall County sewer service area.
Sewer infrastructure is available along Cornelia Highway.

6. **4020 & 3886 Cornelia Highway, 4761 Cagle Mill Road | Special Use |** to amend conditions of zoning | on a combined 134.76 acre tract located on the southeast side of Cornelia Highway, approximately 800 feet from its intersection with Cagle Road | Zoned I-1 (GCOD); Tax Parcels 15007 000129, 000270, 000027A | **Proposed use: Uses permitted in I-1** | ** Commission District 3 | **NCP Holdings, 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
Show FEMA and Hall County studied Flood plains that are present on site.
North Oconee Reservoir Watershed Protection District requires 100-foot stream buffers with a 150-foot impervious set back on both sides of the stream as measured from the stream banks.

b. **Traffic:** Commercial driveway
Traffic study
Signiant roadway improvements

c. **Utilities:** Hall County sewer service area.
Sewer infrastructure is available along Cornelia Highway.

7. **(A) 5684 Bethel Road | Rezone** | from Planned Residential Development (PRD) to Residential Low Density (R-1-L) | on an 8.30± acre tract located on the northeast side of Bethel Road, approximately 907 feet from its intersection with Avalon Commons Way | Zoned PRD; Tax Parcel 12007 000001 | **Proposed use: Minor subdivision** | ** Commission District 3 | **Janet Truelove, applicant**
(B) 5684 Bethel Road | Special Use | minor subdivision | on an 8.30± acre tract located on the northeast side of Bethel Road, approximately 907 feet from its intersection with Avalon Commons Way | Zoned PRD; Tax Parcel 12007 000001 | **Proposed use: Minor subdivision** | ** Commission District 3 | **Janet Truelove, applicant**

a. **Engineering**: Further subdivisions of these lots will result in the necessity of a stormwater management plan if the total number of lots reaches more than 6.

b. **Traffic:** Commercial driveway

c. **Utilities:** Hall County sewer area.
No sewer infrastructure in area.

8. **5979 New Bethany Road | Rezone |** from Planned Residential Development (PRD) to Agricultural Residential 1 (AR-1) | on a 5.56± acre portion of a tract located on the south

east of Beards Road approximately 1,096 feet from its intersection with New Bethany Road | Zoned PRD; Tax Parcel 07328 004003(pt) | **Proposed Use: Single family residence** | ** Commission District 2 | **The Travis and Herman Brown Family Limited Partnership, applicant**

a. **Engineering**: Show stream buffer and impervious setback from wrested vegetation not centerline of stream
b. **Traffic:** Commercial driveway
c. **Utilities:** Buford sewer service area.

9. **4965 Bryant Quarter Road | Rezone** | from Planned Commercial Development (PCD) to Agricultural Residential 1 (AR-1) | on a 3.30± acre portion of a tract located on the northwest side of Bryant Quarter Road, approximately 2,030 feet from its intersection with Emory Griffin Road | Zoned PCD; Tax Parcel 15003 000015G(pt) | **Proposed use: Uses permitted in AR-1** | ** Commission District 3 | **John Clouse, applicant**

a. **Engineering**: Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
Show FEMA and Hall County studied Flood plains that are present on site.
b. **Traffic:** No comment
c. **Utilities:** Hall County sewer service area
No sewer infrastructure in area.

10. **5970 Cleveland Highway | Rezone |** from Agricultural Residential 1 (AR-1) to Highway Business (H-B, GCOD) | on a 2.22± acre tract located on the southeast side of Cleveland Highway at its intersection with Hulsey Road | Zoned AR-1; Tax Parcel 12064 000012 | **Proposed use: Indoor recreation facility |** ** Commission District 3 **| Academy P1 Building, 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:** G-DOT coordination
Commercial driveway if no access to SR 11
c. **Utilities:** Clermont sewer service area.

11. 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**

a. **Engineering**: No comment
b. **Traffic:** No comment
c. **Utilities:** No comment

Outlook

Fire Comment

From John Hornick (Fire Services) <jhornick@hallcounty.org>
Date Fri 6/13/2025 2:23 PM
To Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>
Cc Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

July 21, 2025 Hall County Planning Commission Meeting

1. **5019 Cagle Mill Road | Rezone |** from Agricultural Residential 1 (AR-1) and Residential 1 (R-1) to Light Industrial (I-1) | on an 84.35± acre tract located on the northwest side of Cagle Mill Road, approximately 1,890 feet from its intersection with Julian Baugh Road | Zoned AR-1 & R-1; Tax Parcel 15007 000206A | **Proposed use: Uses permitted in I-1** | ** Commission District 3 | **NCP Holdings, LLC, applicant**
2. **4020 & 3886 Cornelia Highway, 4761 Cagle Mill Road | Special Use |** to amend conditions of zoning | on a combined 134.76 acre tract located on the southeast side of Cornelia Highway, approximately 800 feet from its intersection with Cagle Road | Zoned I-1 (GCOD); Tax Parcels 15007 000129, 000270, 000027A | **Proposed use: Uses permitted in I-1** | ** Commission District 3 | **NCP Holdings, LLC, applicant**

Hall County Fire Marshal's Office comments:

1. If approved the site development plan may require modifications during the development review process.

Regards,

John Hornick, NPQ Fire Service Plans Examiner 1
Lieutenant, Hall County Fire Rescue
Hall County Government
Main: 770-531-6838 | Cell: 404-597-0083
Website: www.Hallcounty.org


ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY
APPLICANT: NCP HOLDINGS, LLC
REQUEST: SPECIAL USE TO AMEND CONDITIONS OF ZONING FOR USES PERMITTED IN I-1
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: Sept. 15, 2025
Time: 5:15 P.M.
&
COUNTY COMMISSION
Date: Oct 23, 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

HALL COUNTY
GEORGIA
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PUBLIC NOTICE REQUIREMENTS

Zoning regulations require that public notice must be given prior to all zoning hearings as follows:

1. The Planning Department shall publish a legal advertisement no less than fifteen (15) days and no more than forty-five (45) days prior to the public hearing.
2. The Planning Department shall send notification by letter of all other property owners within a 500-foot radius of the applicant's property is standard administrative policy of the Planning Department.
3. The applicant/property owner shall place the public notice sign in a conspicuous location on the property not less than fifteen (15) days and not more than forty-five (45) days prior to the public hearing.

The Planning Department shall post the legal advertisement and notify property owners within a 500ft radius to the subject property.

The applicant is required to post the public notice sign not less than fifteen (15) days and not more than forty-five (45) days prior to the public hearing. A photo of the sign placed at the location is required and must be sent to the Planning Department.

Multiple sign postings on a site may be required as determined by the Planning Department. The sign must be in a location where it is clearly visible from the roadway. The sign cannot be obstructed in any manner, placed too far from the road, or placed in such manner as would cause it to blend into the landscape.

Should you find the sign missing or vandalized in any manner, contact the Planning Department for a replacement sign. When the proceeding is complete and final Board action has occurred, the sign shall then be removed from the property by the applicant.

THE ZONING SIGN MUST BE POSTED NO EARLIER THAN JUNE 13, 2025 AND NO LATER THAN JUNE 22, 2025.

THE ORGINAL SIGNED AFFIDAVIT MUST BE AND RETURNED TO THE PLANNING DEPARTMENT NO LATER THAN JUNE 22, 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, Ed Myers (Please Print Name), **hereby acknowledge that I have read and understand the sign posting requirements. I further certify that the required public notice sign was posted on** June 19, 2025 (Date) **for** NCP Holdings, LLC (Name application filed as)

Signature _____

(The original document is required)

AGENDA ITEM

Planning & Zoning

REPORT TO: **Work Session (10/20/25)**

REPORT TO: **Voting Meeting (10/23/25)**

ITEM NO: 590/2025

SUBJECT: **5481 & 5489 Technology Parkway | Amend Conditions |** on a combined 17.08± acre tract located on the southeast side of Technology Parkway at its intersection with High Tech Drive | Zoned I-2; Tax Parcels 15028F000006 & 15028F000007 | **Proposed use: Storage lot** | Commission District 1 | **Top-End Motor Storage, LLC., applicant**

Meetings:

Work Session Date: 10/20/25 **Voting Meeting Date:** 10/23/25

Executive Summary:

Presenter: BG
Recommendation:

Approval, with conditions

1. Development is approved as generally shown on the site plan dated December 6, 2024, and described in the project narrative dated August 1, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. A storage lot is permitted as shown in the submitted site plan with a maximum of nine parking spaces for tractor trailer parking.
3. No variances or development exceptions are granted as part of this request that are not explicitly granted herein. The development shall comply with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including but not limited to the Fire Marshal and Hall County Engineering.
4. All conditions of zoning shall be made a part of any plats or construction plans created for the property.
5. An 8 foot solid opaque fence shall be installed along the property lines abutting residentially-zoned properties. There shall also be a 50 foot undisturbed buffer installed along the property lines abutting residentially-zoned properties.
6. An 8 foot high opaque fence shall be installed around the perimeter of the outdoor storage area as shown on the submitted site plan dated December 6, 2024.
7. The request for further subdivision of the lots is denied. Any further subdivision of the lots will require approval of a special use in a separate application.
8. The following uses shall be prohibited within the development:
    a. Marina
    b. Adult establishment
    c. Adult care centers
    d. Private morgues, mortuary, crematorium
    e. Psychic fortune teller
    f. Pawn shop, pawn broker, title pawn, title loan, check cashing
    g. Smoke or vape shop

Purpose of Request:

5481 & 5489 Technology Parkway | Amend Conditions | on a combined 17.08± acre tract located on the southeast side of Technology Parkway at its intersection with High Tech Drive | Zoned I-2; Tax Parcels 15028F000006 & 15028F000007 | **Proposed use: Storage lot** | Commission District 1 | **Top-End Motor Storage, LLC., applicant**

History:

Facts and Issues:

Options:

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

Approvals:

Submit	Approve	Attorney	Administration
KE	BG	JL	CR
Clerk			
JR			

Attachments:

Board Memo
Recommendation Report
Application
Narrative
Site Plan
Plat

Maps
Deed
Historical Board of Commissioners Letter
Environmental Health Comment
GDOT Comment
Public Works Comment
Fire Comment
Notice Sign

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POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

PLANNING AND ZONING
DIRECTOR
Beth Garmon

Hall County Government
PLANNING AND ZONING

To: David Gibbs, Chairman
Kathy Cooper, District 1 Commissioner
Billy Powell, District 2 Commissioner
Gregg Poole, District 3 Commissioner
Jeff Stowe, District 4 Commissioner

From: Beth Garmon, Director of Planning & Zoning

Date: October 6, 2025

Subject: **5481 & 5489 Technology Parkway | Special Use |** amend conditions of zoning | on a combined 17.08± acre tract| Zoned I-2; Tax Parcels 15028F000006 & 15028F000007 **| Proposed use: Storage lot | Top-End Motor Storage, LLC., applicant**

The request before you is from Top-End Motor Storage, LLC for a special use for a storage lot. This item is located within Commission District 1.

At their September 15, 2025 meeting, the Hall County Planning Commission voted to recommend **approval, with eight (8) conditions (3-1, Davidson opposed and Sosebee absent).**

Staff recommendation: **Denial,** as the proposal is not consistent with the zoning of the industrial park.

There were **no comments submitted** in advance of the Planning Commission meeting and **one (1) person spoke in opposition and one (1) person spoke in favor during the public hearing.**

Planning Commission Conditions:

1. Development is approved as generally shown on the site plan dated December 6, 2024, and described in the project narrative dated August 1, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. A storage lot is permitted as shown in the submitted site plan with a maximum of nine parking spaces for tractor trailer parking.
3. No variances or development exceptions are granted as part of this request that are not explicitly granted herein. The development shall comply with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including but not limited to the Fire Marshal and Hall County Engineering.

4. All conditions of zoning shall be made a part of any plats or construction plans created for the property.
5. An 8 foot solid opaque fence shall be installed along the property lines abutting residentially-zoned properties. There shall also be a 50 foot undisturbed buffer installed along the property lines abutting residentially-zoned properties.
6. An 8 foot high opaque fence shall be installed around the perimeter of the outdoor storage area as shown on the submitted site plan dated December 6, 2024.
7. The request for further subdivision of the lots is denied. Any further subdivision of the lots will require approval of a special use in a separate application.
8. The following uses shall be prohibited within the development:
    a. Marina
    b. Adult establishment
    c. Adult care centers
    d. Private morgues, mortuary, crematorium
    e. Psychic fortune teller
    f. Pawn shop, pawn broker, title pawn, title loan, check cashing
    g. Smoke or vape shop

HALL COUNTY PLANNING COMMISSION
STAFF REPORT

Applicant ..... Top-End Motor Storage, LLC

Request ..... **Special Use** | amend conditions of zoning

Proposed Use ..... Storage lot

Size ..... 17.08± acres

Zoning ..... Heavy Industrial (I-2)

Location ..... **5481 & 5489 Technology Parkway** | Tax parcels 15028F000006 & 000007

Commission District ..... One

Planning Commission Date ..... September 15, 2025

Staff Recommendation ..... **Denial,** as the proposal is not consistent with the zoning of the industrial park.

Record Number..... HZCU25-0041

Planning Commission Recommendation ..... Approval, with conditions

Vote: 3-1 (Davidson opposed, Sosebee absent)

Planning Commission Conditions:

1. Development is approved as generally shown on the site plan dated December 6, 2024, and described in the project narrative dated August 1, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

2. A storage lot is permitted as shown in the submitted site plan with a maximum of nine parking spaces for tractor trailer parking.

3. No variances or development exceptions are granted as part of this request that are not explicitly granted herein. The development shall comply with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including but not limited to the Fire Marshal and Hall County Engineering.

4. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

5. An 8 foot solid opaque fence shall be installed along the property lines abutting residentially-zoned properties. There shall also be a 50 foot undisturbed buffer installed along the property lines abutting residentially-zoned properties.

6. An 8 foot high opaque fence shall be installed around the perimeter of the outdoor storage area as shown on the submitted site plan dated December 6, 2024.

7. The request for further subdivision of the lots is denied. Any further subdivision of the lots will require approval of a special use in a separate application.

8. The following uses shall be prohibited within the development:

    a. Marina
    b. Adult establishment
    c. Adult care centers
    d. Private morgues, mortuary, crematorium
    e. Psychic fortune teller
    f. Pawn shop, pawn broker, title pawn, title loan, check cashing
    g. Smoke or vape shop

Excerpts from the minutes of the September 15, 2025 meeting

Applicant's Presentation:

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

Keith Pugh, 929 Brenau Point Drive, Gainesville, presented the request. The applicant is requesting to amend the conditions of zoning on a combined 17.08± acre tract zoned Heavy Industrial (I-2) within Road Atlanta Technology Park to allow a storage lot for equipment and supplies as well as tractor trailer parking. Road Atlanta Technology Park is a 400± acre tract rezoned from Agricultural Residential IV (AR-IV) to Heavy Industrial (I-II) on March 12, 1990. The intent of the rezoning was to develop an industrial park which would provide complementary development to the adjacent Road Atlanta Racetrack, now known as Michelin Raceway Road Atlanta. The rezoning approval was subject to two conditions related to uses and development standards.

Public Forum:

Raymond Pastoric, 6037 Allee Way, Braselton, spoke in favor of the application. As the operator of the business located on the subject property, he strives to keep the area neat and clean and intends to improve the property to be more aesthetically pleasing.

William Bass, 5622 Tranquility Drive, Braselton, spoke in opposition. His concerns were the potential negative environmental impacts, an increase in noise, and safety risks for children in the area. He questioned whether this request is for the applicant's total property or just one part.

Planning Commission Comments:

Mr. Hunt asked the applicant if there are plans to park refrigeration trucks. The applicant stated there are no plans to do so at this time but if there were, the trucks would be parked at the location farthest from the residential neighbors. Mr. Hunt asked the applicant about the request in their narrative to potentially subdivide the lot. The applicant stated that they do not intend to subdivide now but may want to in the future. Mr. Braswell confirmed with Ms. Garmon that the subdivision of the property would require a separate special use approval. Mr. Davidson asked what the current hours of operation are. The applicant stated that they are from 8:00 am to 6:00 pm Monday through Friday with some tenants using the property occasionally on Saturdays but never at night. Mr. Braswell noted that the site plan only shows plans for 5489 Technology Parkway but does not show any plans for 5481 Technology Parkway. The applicant confirmed they have conceptual ideas for 5481 but no specific plans that they would be going forward with at this time. Mr. Hunt asked what the rear buffers requirements are per the current zoning. Mr. Braswell stated 25 feet if the adjacent property includes a residential structure. Mr. Hunt stated he would be in favor of increasing this butter to 50 feet. Mr. Braswell asked Staff to confirm if the decision for the application would only apply to the larger tract of land. Ms. Garmon stated the conditions would apply to both parcels, however a subdivision of the property would require a separate special use application. Mr. Braswell asked if the parking lot would only be used for trailers. The applicant explained that the parking area could be used for overnight or weekend tractor trailer parking, recreational vehicles (RVs), boats and cars. Mr. Hunt asked if the trailers would be occupied overnight, and the applicant stated they would not be.

Motion: A motion to approve, with conditions was made by Stan Hunt and seconded by André Castleberry. Vote: 3-1 (Davidson opposed, Sosebee absent)

Conditions:

1. Development is approved as generally shown on the site plan dated December 6, 2024, and described in the project narrative dated August 1, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

2. A storage lot is permitted as shown in the submitted site plan with a maximum of nine parking spaces for tractor trailer parking.

3. No variances or development exceptions are granted as part of this request that are not explicitly granted herein. The development shall comply with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including but not limited to the Fire Marshal and Hall County Engineering.

4. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

5. An 8 foot solid opaque fence shall be installed along the property lines abutting residentially-zoned properties. There shall also be a 50 foot undisturbed buffer installed along the property lines abutting residentially-zoned properties.

6. An 8 foot high opaque fence shall be installed around the perimeter of the outdoor storage area as shown on the submitted site plan dated December 6, 2024.

7. The request for further subdivision of the lots is denied. Any further subdivision of the lots will require approval of a special use in a separate application.

8. The following uses shall be prohibited within the development:

    a. Marina
    b. Adult establishment
    c. Adult care centers
    d. Private morgues, mortuary, crematorium
    e. Psychic fortune teller
    f. Pawn shop, pawn broker, title pawn, title loan, check cashing
    g. Smoke or vape shop

Staff recommends <u>DENIAL</u> of the applicant's request. However, if the board chooses to approve this request, staff recommends the following conditions:

1. Development is approved as generally shown on the site plan dated December 6, 2024, and described in the project narrative dated August 1, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

2. A storage lot is permitted with a maximum of nine parking spaces for tractor trailer parking.

3. No variances or development exceptions are granted as part of this request that are not explicitly granted herein. The development shall comply with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including but not limited to the Fire Marshal and Hall County Engineering.

4. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

<u>Summary Analysis</u>

The applicant is requesting to amend the conditions of zoning on a combined 17.08± acre tract zoned Heavy Industrial (I-2) within Road Atlanta Technology Park to allow a storage lot for equipment and supplies as well as tractor trailer parking.

The two parcels comprising the subject property are within Road Atlanta Technology Park which is a 400± acre tract rezoned from Agricultural Residential IV (AR-IV) to Heavy Industrial (I-II) on March 12, 1990. The intent of the rezoning was to develop an industrial park which would provide complementary development to the adjacent Road Atlanta Racetrack, now Michelin Raceway Road Atlanta. The rezoning approval was subject to the following two conditions:

1. The uses permitted in the I-II district for this property be restricted to those uses listed in Attachment A; and

2. The development of the property be in compliance with the standards set forth in Attachment B.

Attachment A
(Permitted Uses for Road Atlanta Property)
Zoned I-II with Conditions On March 12, 1990

A. Uses Permitted Inherently

1. **Any commercial use or industrial use which involves manufacturing, processing, or assembly operations or the storage and sale of heavy materials, products, or equipment, but not including uses which may cause injurious or obnoxious noise, vibrations, smoke, gas, fumes, odor, dust, fire hazard, or other objectionable conditions to nearby areas or those uses listed in subsection B. of this section*.**
2. **Agricultural or horticultural uses.**
3. **Automobile repair garage.**
4. **County uses.**
5. **Offices.**
6. **Radio and television transmission towers.**
7. **Subdivisions (non-residential).**
8. **Truck terminals.**
9. **Wholesaling and warehousing.**

B. Uses Permitted Subject to Approval of the County Commission After Review and Recommendation by the Planning Commission - Public Hearing Required*

1. **Airports and landing fields.**
2. **Foundry or forging of iron, steel, brass, copper and other metals, but not including the extrusion of metals.**
3. **Manufacture or bulk storage of acid, including but not limited to hydrochloric, nitric and sulfuric.**
4. **Manufacturing, processing or storage in bulk of chemical and pharmaceutical products.**
5. **Manufacture or storage of gas, including but not limited to butane, propane,· chlorine or other toxic, noxious or pyrophoric gases.**
6. **Manufacture of paint, oil, shellac, turpentine or varnish.**
7. **Manufacture, storage or wholesale of petroleum or its related products.**
8. **Municipal, state and other public uses.**
9. **Retail or retail service establishments.**
10. **Service stations.**
11. **Outdoor storage of materials and inventory not including uses as included in subsection B. of this section.**
12. **Other similar uses which, due to their historical impact on air and water quality, use of hazardous materials, tendency to emit excessive levels of noise, vibration, odor, smoke, particulate matter, fumes, and /or radiations, and general threat to the community's living and working environment, are deemed by the Planning Commission, subject to appeal to the County Commission, to be significant risk to the public health, safety or welfare.**

C. Conditional Uses Subject to Approval of the Zoning Board of Adjustment

1. **Additional parking on other than principal lot.**

2. **Caretaker and/or employee residence.**

***The uses listed in this attachment are selected from the Hall County Zoning Regulations, Section 15, Heavy Industrial District. Any use listed in the Regulations under that zoning district and not included in this list of uses, are deemed to be not allowed on this site. Those uses specifically prohibited from this site:**

1. **Animal or food processing plants, including but not limited to poultry, veal or beef**
2. **Commercial incinerators, including but not limited to those handling garbage and medical waste.**
3. **Commercial slaughter of animals.**
4. **Distillation of bones, coal, petroleum, animal refuse, grain, tar and wood.**
5. **Fertilizer manufacture.**
6. **Grain elevators or commercial feed mills.**
7. **Junk and salvage yards and scrap metal processor.**
8. **Land fills, including but not limited to sanitary landfills.**
9. **Manufacture or refining of asphalt.**
10. **Manufacture of cement, cement products, concrete, clay products, lime, gypsum, brick, tile or plaster of paris.**
11. **Manufacture or storage in bulk quantities of explosives, including but not limited to fireworks.**
12. **Manufacture of glue or gelatin.**
13. **Mineral extraction, including but not limited to quarrying stone, crushing and mining.**
14. **Paper and pulp mills.**
15. **Refining or manufacture of tallow, grease or lard from or of animal fat.**
16. **Rendering plants.**
17. **Rifle, pistol and skeet ranges.**
18. **Smelting of metal ores, including but not limited to tin, copper, zinc or iron.**
19. **Stock yards.**
20. **Tanning, curing or storage of raw hides or skins.**

Attachment B
Development Standards For Road Atlanta Property Zoned I-II with Conditions
On March 12, 1990

Minimum Lot Size:

1. **The minimum lot size for tracts which will contain industrial uses involving manufacturing, processing, or assembly shall be 5 acres. Such lots will be hereby referred to as "5 acre" lots.**
2. **The minimum lot size for tracts for tracts which will contain other industrial uses shall be 1.5 acres. Such lots will be hereby referred to as a "1.5 acre" lots.**

Minimum lot frontage (Measured along the front street line thereof or if said front street line is curved, along the chord of the arc):

1. **For a "5 acre" lot will be 200 feet***
2. **For a "1.5 acre" lot will be:100 feet**
   ***May be reduced to 100 feet for lots at the end of a cul-de-sac.**

Minimum setbacks*:

***(All setbacks to be measured from property line)**

1. **"5 acre" lot**

   Front 75 feet
   Side 50 feet
   Rear 50 feet
2. **" 1.5 acre" lot:**

   Front 50 Feet
   Side 30 Feet
   Rear 30 Feet

Maximum lot coverage:

1. **"5 acre" lots:**
   No more than 50% of the lot may be occupied by structures. A minimum of 25% of the lot must be reserved for open space. No improvements other than landscaping will be permitted in the open space.
2. **"1. 5 acre" lots:**
   No more than 60% of the lot may be occupied by structures. A minimum of 15% of the lot must be reserved for open space. No improvements other than landscaping will be permitted in the open space.

<u>Buffers:</u>

A vegetative buffer strip of a minimum of 25 feet shall be maintained along property lines where the adjacent property contains a residential structure within 200 feet of the I-II zoned area. Should said adjacent property cease to used for residential purposes, and be rezoned to a commercial or industrial zone, the required buffer may be eliminated.

<u>Landscaping along S.R. 53</u>:

The frontage of the subject area that lies along S.R. 53 shall be landscaped to a depth of at least 30 feet, as will all entrances into the subject property from S.R. 53

While storage lots are permitted in the Heavy Industrial (I-2) zoning district, the conditions for Road Atlanta Technology Park do not permit the use.

The eastern side of the subject property at 5489 Technology Parkway (Lot 7 of the development) is currently developed with a 14,400 square foot industrial building built in 2008. The western side of the parcel is partially graded and has been utilized for open storage of shipping containers, trailers and vehicles per aerial photo history. There is no history of these uses being previously approved. The adjacent subject property at 5481 Technology Parkway (Lot 6 of the development) is undeveloped.

The surrounding properties are zoned and developed as follows:

North: Heavy Industrial (I-2): Vacant and commercially-developed properties within Road Atlanta Technology Park
East: Residential 1 (R-1): Single-family residential subdivision
South: Heavy Industrial (I-2): Undeveloped (owned by Road Atlanta, LLC)
West: Planned Commercial Development (PCD): Michelin Raceway Road Atlanta (Road Atlanta, LLC)

Per the submitted narrative, the applicant is requesting to amend conditions of the original rezoning such that the following would apply to the two subject parcels:

1. Allow current permitted uses in the Heavy Industrial (I-2) classification per the Hall County UDC in addition to those specifically listed in Attachment A of the Board of Commissioners approval dated March 12, 1990.
2. Allow outside storage of equipment and supplies used in tenant specific businesses.
3. Allow designation of up to a maximum of nine parking spaces for tractor trailer parking.
4. Allow each parcel to be subdivided into tracts of not less than 1.5 acres in size in the future.

Per the submitted narrative, the applicant proposes to expand the existing facility to allow for indoor and outside storage of automobiles, recreational vehicles, boats, no more than 9 (nine) tractor trailers, construction equipment and supplies, and shipping containers. The proposal for the western side of the parcel at 5489 Technology Parkway is for outside storage that would eventually be covered. An expansion is proposed for the existing building on the same parcel. Per the narrative, the applicant proposes to develop the 5 acre parcel at 5481 Technology Parkway with either an expansion of storage activities or development of multi-tenant buildings. Furthermore, the applicant requests the option of being able to subdivide these two parcels into tracts of at least 1.5 acres in size.

The submitted site plan shows proposed development of the property at 5489 Technology Parkway with an addition to the existing building and a gravel-surfaced storage lot on the west side of the parcel.

Zoning Analysis

When considering a zoning amendment to the zoning maps, the Planning Commission must study the need and justification for the change based on a determination of the facts applicable to the particular case, and the following general lines of inquiry must be considered:

a) Whether the zoning proposal will permit a use that is suitable in view of the use, development and zoning of adjacent and nearby property; **Proposed amendments 1 and 4 to the original conditions and development standards of Road Atlanta Technology Park are not suitable in view of the use and development of adjacent and nearby properties.**

b) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; T**he proposed amendments 1 and 4 to the development would adversely affect adjacent or nearby property.**

c) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned; **The property has reasonable economic use as currently zoned; however, approval from the Board of Commissioners is required to amend conditions of zoning.**

d) Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, schools, police protection, fire protection, public health facilities or emergency medical service; **If approved, the proposed amendments are not anticipated to cause an excessive or burdensome use of the existing streets, transportation facilities, utilities, schools, police protection, fire protection, public facilities, or emergency medical service.**

e) Whether the zoning proposal is in conformity with the policy and intent of the future land use plan for the physical development of the area; **The zoning designation has been established by previous board action with the original approval of the development. The requested modification does not significantly impact the designated future land use of the area.**

f) The extent to which property values are diminished by the existing zoning restrictions; **Staff is unable to determine the extent to which property values are diminished by the existing zoning restrictions.**

g) The extent to which the destruction of the subject property's value under the existing zoning promotes the health, safety, morals or general welfare of the public; **Staff is unable to comment on the impact of property values without a full market analysis. Multiple factors impact property values including construction types, proposed uses, and maintenance. Often it is difficult to determine the effect of a development on adjacent properties until the development is completed.**

h) The relative gain to the public as compared to the hardship imposed upon the individual property owner; **Staff has not identified a hardship imposed on the property owner as the property is currently zoned.**

i) The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property; **The subject parcels are zoned Heavy Industrial (I-2). The property at 5489 Technology Parkway is developed with a 14,400 square foot industrial building built in 2008. The property at 5481 Technology Parkway is undeveloped.**

j) Whether there are other existing or changing conditions affecting the use or development of the property which give supporting grounds for either approval or disapproval of the zoning proposal; **Staff is not aware of any changing conditions affecting the use or development of the property.**

k) Whether the change would create an isolated district unrelated to the surrounding districts; **As the request is to amend zoning conditions of an existing Heavy Industrial (I-2) zoning district, this amendment does not create an isolated district unrelated to surrounding zoning.**

l) Whether the present zoning district boundaries are illogically drawn in relation to existing conditions in the area; **There is no evidence that the present zoning district boundaries are illogically drawn.**

m) Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **Amendments 1 and 4 are out of scale with the needs of the immediate neighborhood.**

n) Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **A request to amend the conditions of zoning requires approval by the Board of Commissioners.**

o) Whether the need for rezoning could be handled instead by a variance request to the Planning Commission; **The request to amend conditions could not be handled alternatively as a variance.**

p) Whether there would be an ecological or pollution impact resulting from major modifications to the land if the request is granted; **Any land disturbance activities on the property shall be required to go through the land development permitting process, and as a result are subject to local, state, and federal regulations. As a result, there are no anticipated ecological or pollution impacts resulting from any modification to the land if the request is granted.**

q) Whether there is reasonable evidence based upon existing and anticipated land use that would indicate a mistake was made in the original zoning of the property; **There is no indication that a mistake was made in the original zoning.**

11.2.6.E - Submission requirements

1. Any person or persons requesting a change in the official zoning map or use subject to approval of the County Commission must file an application with a plat or map of the property attached thereto, together with payment of such fees set forth in this Sec 11.2. to cover administrative and advertising costs, in the Planning and Zoning Department office. Such person or persons or their authorized agent must appear in person at the public hearing held to consider the district change. **The proposal meets the requirement. The applicant has paid the appropriate fees and understands that someone must be present at both the Hall County Planning Commission meeting and the voting meeting of the Hall County Board of Commissioners.**

2. All applications for a change of zoning classification or use subject to approval of the County Commission must include:

a. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in this Sec. 11.2. **The proposal provides a narrative outlining the intent of the development; however, the applicant has not prepared a response to each of the criteria listed in 11.2.6.E.2.**

b. A site plan drawn to scale designating the area covered by the application and identifying existing and proposed buildings and uses, adjacent existing land uses, zoning on contiguous parcels, including those across an abutting public right-of-way, and any other significant site improvements proposed to accommodate the proposed use or buffer adjacent uses, etc., or a plat of the subject property where no specific land use is proposed. In cases where only a plat or map is provided and no land use is proposed, the Planning Commission and County Commission may evaluate the application based on the most intense possible land use permitted in the proposed district. **The proposal meets the requirement.**

c. For any application for a slow rate land treatment system as defined in 7.6.9.D.1, additional requirements apply. **This standard is not applicable to the applicant's request**

d. For any application proposing the development of 100 or more residential dwelling units, a traffic impact study must be submitted prior to consideration of the application by the County Commission. At the applicant's expense, the traffic impact study must be prepared by a professional engineer in accordance with requirements established by the Hall County Engineering Department. The Engineering Department must review the traffic impact study and forward any comments to the County Commission. **This standard is not applicable to the applicant's request.**

Development Support and Constraints

Hall County Environmental Health
In an email dated August 13, 2025, Emily McGahee stated "Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation/modification may be required after review of business plan."

Georgia Department of Transportation
In an email dated August 18, 2025, Nakia Nembhard, GDOT Civil Engineer 3, stated that GDOT coordination is not required.

Hall County Public Works and Utilities
In a memo dated August 15, 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.
- Show FEMA and Hall County studied Flood plains that are present on site.

Traffic:
No comment.

Utilities:
Hall County sewer area. No sewer in vicinity.

Hall County Fire Marshal
In an email dated August 12, 2025, John Hornick, NPQ Fire Service Plans Examiner 1, stated, “The Hall County Fire Marshal’s Office has no comments as proposed.”

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

HALL COUNTY
GEORGIA
We have it all in Hall

SPECIAL / CONDITIONAL USE APPLICATION

Applicant (Name & Mailing Address)

Top-End Motor Storage LLC
5489 Technology Pkwy
Braselton GA 30517
Phone (770) 861-1514
Email Address keith@vulcanholdings.net

Joint Application with Property Owner

Property Owner (Name & Mailing Address)

Raceway Enterprises LLC
2699 Buford Hwy
Buford GA 30518
Phone (770) 861-1514
Email Address keith@vulcanholdings.net

Proposed Use Inside & Outside Storage - Cars, Trucks, RVs, Boats, PWCs, Trailers, Construction Equipment and Supplies, Shipping Containers, Etc. Self-Storage Units and/or multi-tenant spaces.

Contact Person (Name & Mailing Address)

Keith E Pugh
2699 Buford Hwy
Buford GA 30518
Phone (770) 861-1514
Email Address keith@vulcanholdings.net

Status of Applicant

[X] Owner
[ ] Option to Purchase
[ ] Area Resident
[X] Other Tenant

Requested Action

Type of Request:
[X] SU [X] CUP
Fee:$
Receipt #:
Check #:

Zoning: I-II
Acreage 5 + 12 = 17
Tax Parcel Number 15028F000006 & 15028F000007
Location Address 5481 & 5489 Technology Pkwy Braselton GA 30517

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

Sign Keith E Pugh Date: 07/11/2025

Applicant must complete all information above. Failure to complete this section will result in the refusal of the application. The Planning Department has 15 days to review all applications and will set the dates for each application. If the application is found insufficient, an agenda date will not be set until the required information is submitted. Please note that the Planning Commission and County Commission dates are tentative.

Application Withdrawal: I hereby **withdraw** the application.

Sign Date:

Staff Use Only

Application Date: Taken by:

Tentative Planning Commission Date: Tentative County Commission Date:

County Commission District:

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

HALL COUNTY
GEORGIA
We have it all in Hall

AUTHORIZATION OF PROPERTY OWNERS

Note: If the applicant is the property owner, please disregard this form.

Name of owner(s) Raceway Enterprises LLC

Address 2699 Buford Hwy

Buford GA 30518

Phone Number (770) 861-1514

Name of applicant(s) Top-End Motor Storage LLC Joint Application with Property Owner

Address 5489 Technology Pkwy

Braselton GA 30517

Phone Number (770) 861-1514

I swear that I am the owner of the property which is the subject matter of the attached applications as shown in the records of Hall County, Georgia.

I authorize the person named above to act as applicant in the pursuit of a rezoning, permissive use, or variance of this property.

Signature of Owner(s) Keith E Pugh

Personally appeared before me

KEITH E PUGH Liliana Cortez

who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Notary Public

7/11/25
Date

HALL COUNTY, GEORGIA PUBLIC LILIANA CORTEZ NOTARY My Comm. Expires Jan. 10, 2027

GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

HOME (/)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	**RACEWAY ENTERPRISES LLC**	Control Number:	**19111605**
Business Type:	**Domestic Limited Liability Company**	Business Status:	**Active/Compliance**
NAICS Code:	**Real Estate and Rental and Leasing**	NAICS Sub Code:	**Lessors of Nonresidential Buildings (except Miniwarehouses)**
Principal Office Address:	**2699 Buford Hwy, Buford, GA, 30518, USA**	Date of Formation / Registration Date:	**8/15/2019**
State of Formation:	**Georgia**	Last Annual Registration Year:	**2025**

REGISTERED AGENT INFORMATION

Registered Agent Name: **Keith E Pugh**

Physical Address: **2699 Buford Hwy, Buford, GA, 30518, USA**

County: **Gwinnett**

Back Filing History Name History

Return to Business Search

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Report a Problem?

GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

HOME (/)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	**TOP-END MOTOR STORAGE LLC**	Control Number:	**19117327**
Business Type:	**Domestic Limited Liability Company**	Business Status:	**Active/Compliance**
NAICS Code:	**Real Estate and Rental and Leasing**	NAICS Sub Code:	**Lessors of Other Real Estate Property**
Principal Office Address:	**5489 Technology Pkwy, Braselton, GA, 30517, USA**	Date of Formation / Registration Date:	**9/3/2019**
State of Formation:	**Georgia**	Last Annual Registration Year:	**2025**

REGISTERED AGENT INFORMATION

Registered Agent Name: **Keith E Pugh**

Physical Address: **2699 Buford Hwy, Buford, GA, 30518, USA**

County: **Gwinnett**

Back

Filing History Name History

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Report a Problem?

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

HALL COUNTY
GEORGIA
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CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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

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

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating $250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

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

I have**____ I have not X

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

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

Name of Official(s): N/A Office: N/A

Dollar Amount: N/A Date of Contribution: N/A

Applicant's/Owner's Signature: Keith E Pugh **Date:** 07/11/2025

Applicant's/Owner's Name (Printed): Keith E Pugh, Member/Manager

Top-End Motor Storage LLC
Raceway Enterprises LLC

Special / Conditional Use Application Narrative

5481 & 5489 Technology Pkwy Braselton GA 30517
Tax Parcels: 15028F000006 & 15028F000007

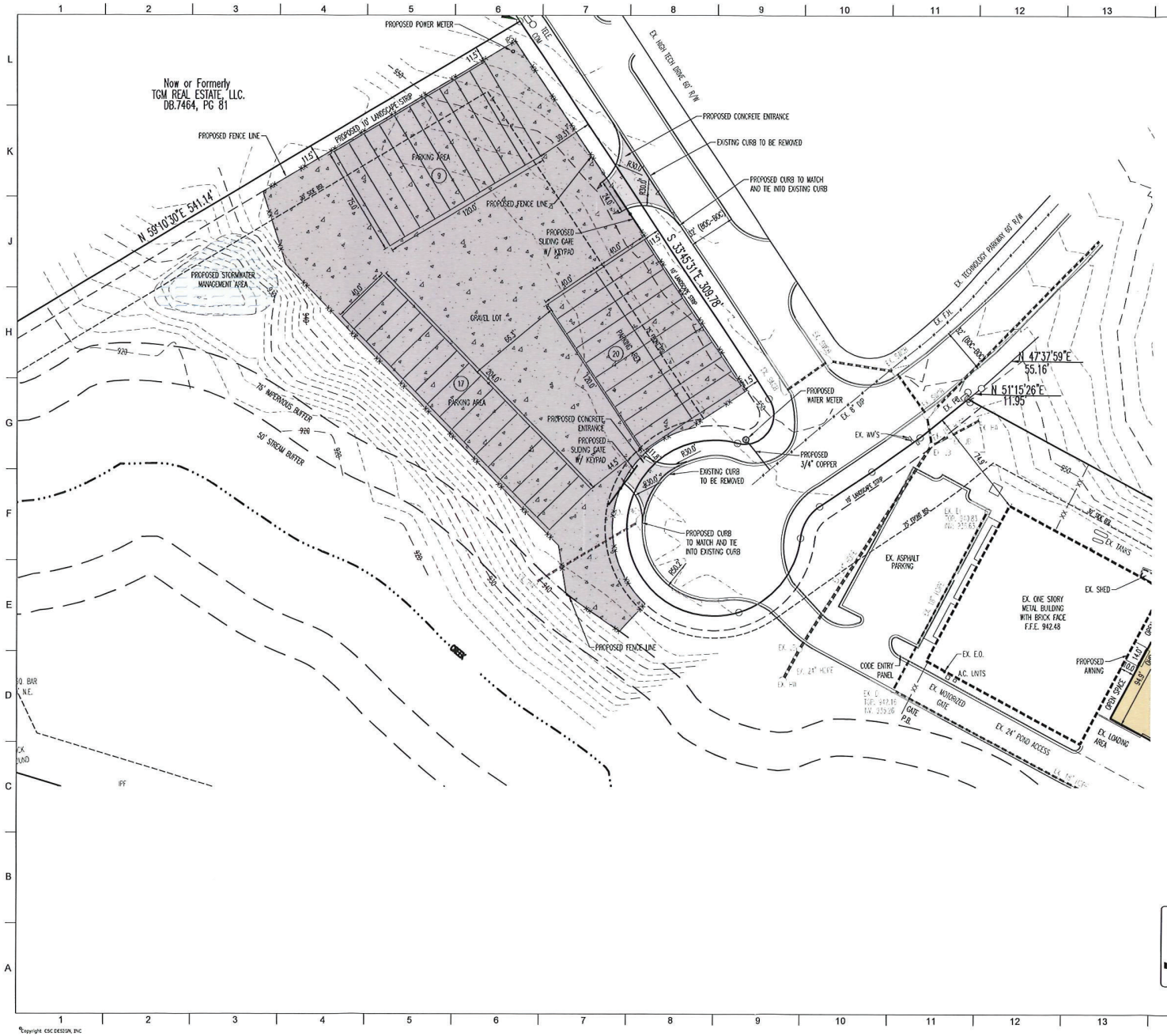
Tenant and Property Owner plan to develop and/or expand its facilities to allow for inside and outside storage operations. Primary uses would be for inside & outside storage - cars, trucks, RVs, boats, PWCs, trailers, construction equipment and supplies, shipping containers, etc.

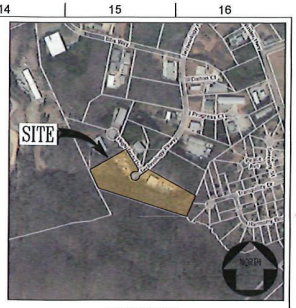
Current plan for the ~12-acre parcel, in addition to continuing the current storage activities, is for development of a) uncovered storage spots with future shed type covered storage spots and b) a future addition to the existing building.

Future plans under consideration for the ~5-acre parcel would be primarily a continuation and expansion of the storage activities conducted on the ~12-acre tract with uncovered and covered storage spots. Construction of a multi-tenant building and/or multiple buildings are also being considered. Any future development plans would meet or exceed the then current Hall Co zoning and development guidelines.

Property Owner and Tenant are requesting the March 12, 1990 zoning conditions currently attached to the above referenced parcels be amended as follows:

- Allow current permitted uses in the I-II classification in addition to those specifically listed in Attachment A of the BOC approval dated March 12, 1990
- Allow outside storage of equipment and supplies used in tenant specific businesses
- Allow designation of up to a maximum of nine (9) parking spaces for tractor trailer parking. (Not a truck terminal.)
- Allow each parcel to be subdivided into tracts of not less than 1.5 acres in size in the future.





LOCATION MAP

GENERAL NOTES
1. PARCEL NUMBER: 15028F000007
2. TOTAL SITE ACREAGE: 5.03 AC
3. ZONING: I-II (HEAVY INDUSTRIAL)
4. FRONT BSL: 75' FROM CENTERLINE OF ROAD
SIDE BSL: 30'
REAR BSL: 30'

SCALE: 1"=30'

811 Know what's below. Call before you dig. Dial 811. Or Call 1.800.282.7411

CSC DESIGN, INC.
ARCHITECTS & ENGINEERS
135 P. Rickman Industrial Dr.
Suite 100, Canton, GA 30115
(770) 345-2579

Preliminary

GEORGIA REGISTERED PROFESSIONAL ENGINEER MATTHEW G. ZIRES
GSWCC LEVEL II
CERTIFICATION #0000039913
EXPIRES 11-1-27

JOB:	24-070
DRW:	BET/JJS
CHK:	MCZ

REVISIONS

DATE	NUMBER	COMMENTS
12/6/24	1	HALL COUNTY CONCEPT

TOP END MOTORS

5489 TECHNOLOGY PARKWAY
PARCEL ID: 15028F000007
HALL COUNTY, GEORGIA

CONCEPTUAL SITE PLAN

C-1A

DATE: 12/06/2024

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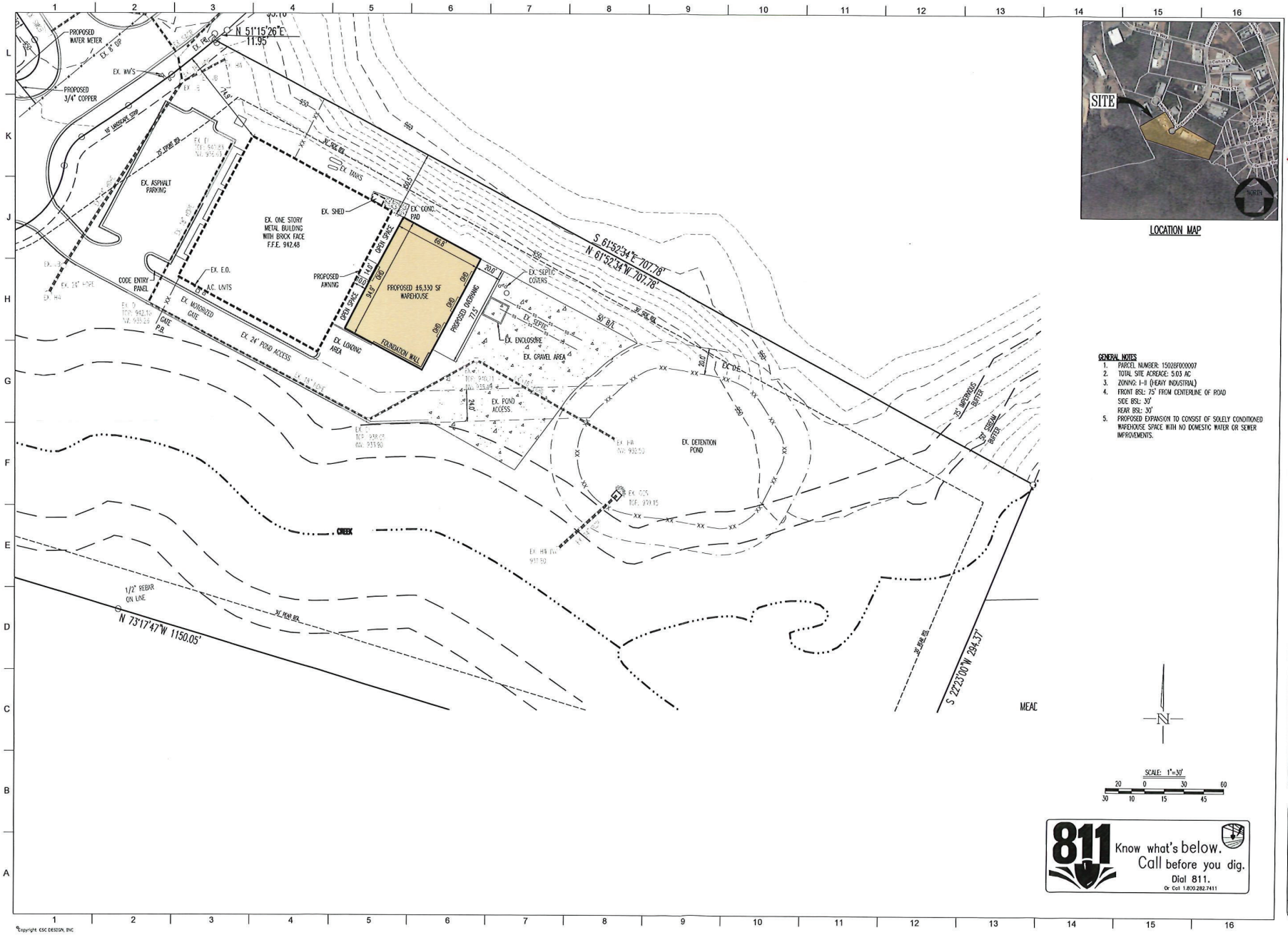

LOCATION MAP

GENERAL NOTES

1. PARCEL NUMBER: 15028F000007
2. TOTAL SITE ACREAGE: 5.03 AC
3. ZONING: I-II (HEAVY INDUSTRIAL)
4. FRONT BSL: 75' FROM CENTERLINE OF ROAD
   SIDE BSL: 30'
   REAR BSL: 30'
5. PROPOSED EXPANSION TO CONSIST OF SOLELY CONDITIONED WAREHOUSE SPACE WITH NO DOMESTIC WATER OR SEWER IMPROVEMENTS.

SCALE: 1"=30'

20 0 30 60
30 10 15 45

811 Know what's below. Call before you dig. Dial 811. Or Call 1.800.282.7411

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CSC DESIGN, INC.
ARCHITECTS & ENGINEERS
135 P. Rickman Industrial Dr.
Suite 100, Canton, GA 30115
(770) 345-2579

Preliminary

GSWCC LEVEL II CERTIFICATION #0000039613 EXPIRES 11-1-27

JOB:	24-070
DRW:	BET/JJS
CHK:	MCZ

REVISIONS		
DATE	NUMBER	COMMENTS
12/6/24	1	HALL COUNTY CONCEPT

TOP END MOTORS

5489 TECHNOLOGY PARKWAY
PARCEL ID: 15028F000007
HALL COUNTY, GEORGIA

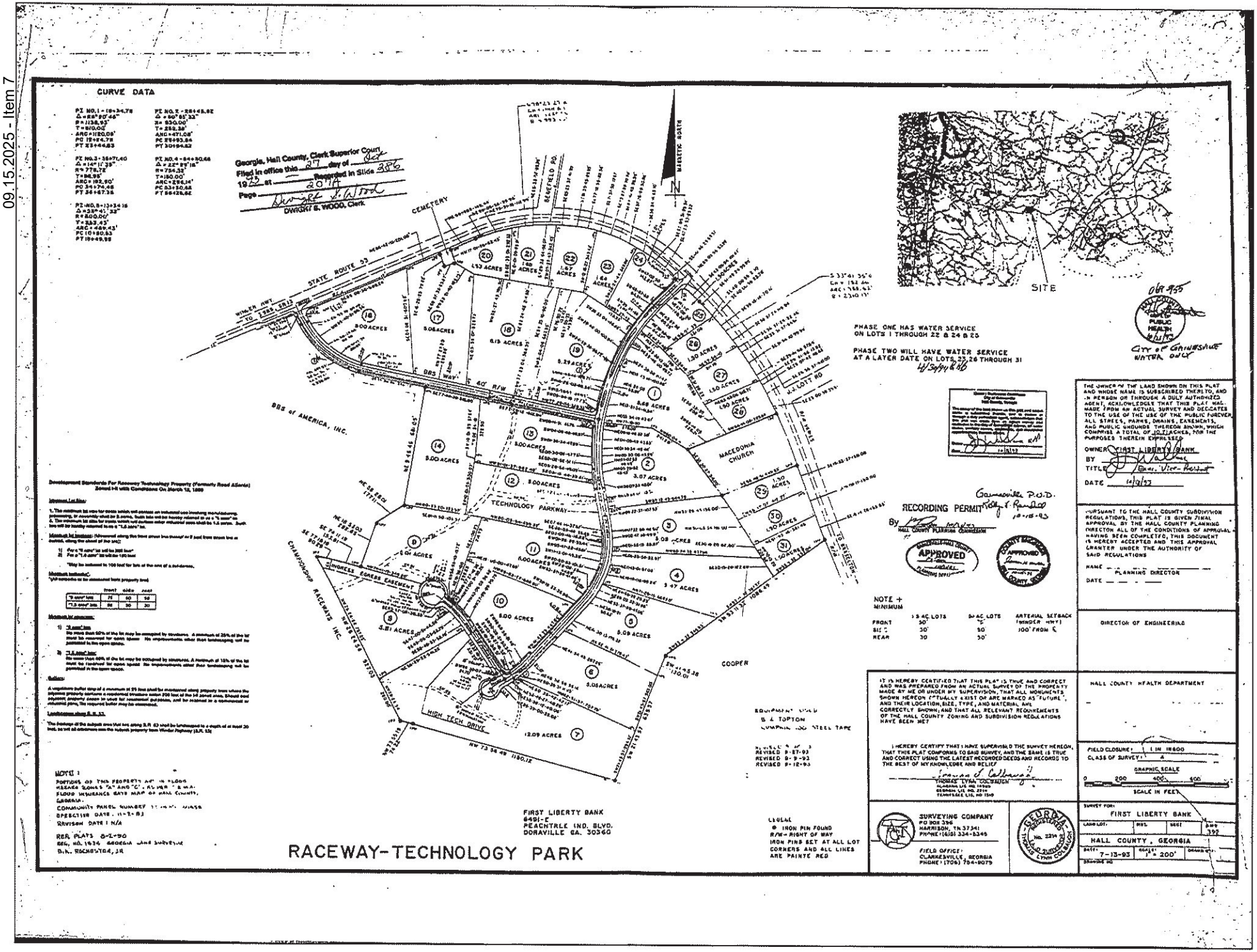
CONCEPTUAL SITE PLAN

C-1B

DATE: 12/06/2024

09.15.2025 - Item 7

09.15.2025 - Item 7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Δ = 89° 20' 46"
R = 1138.93'
T = 810.00'
ARC = 1620.08'
PC 16+14.78
PT 33+44.83
PT NO.2 = 28+45.82
Δ = 90° 05' 32"
R= 850.00'
T= 765.38'
ARC = 1411.08'
PC 28+80.44
PT 30+91.52
PT NO.3 = 35+97.40
Δ = 14° 11' 39"
R= 778.72'
T= 96.98'
ARC= 192.80'
PC 34+74.48
PT 36+67.28
PT NO.4 = 84+80.46
Δ = 22° 59' 16"
R= 784.53'
T= 150.00'
ARC= 298.34'
PC 83+30.62
PT 86+28.96
PT NO.5 = 13+34.18
Δ = 28° 41' 32"
R= 800.00'
T= 353.43'
ARC = 669.43'
PC 10+80.53
PT 18+49.96
Georgia, Hall County, Clerk Superior Court
Filed in office this 27 day of Oct
1995 at ____ Recorded in Slide 386
Page 2074
DWIGHT S. WOOD, Clerk
CEMETERY
STATE ROUTE 53
WINDER HWY.
BBS of AMERICA, INC.
BBS WAY
60' R/W
MAGNETIC NORTH
SITE
PHASE ONE HAS WATER SERVICE ON LOTS 1 THROUGH 22 & 24 & 25
PHASE TWO WILL HAVE WATER SERVICE AT A LATER DATE ON LOTS 23, 26 THROUGH 31
4/Safety & NC
MACEDONIA CHURCH
TECHNOLOGY PARKWAY
HIGH TECH DRIVE
CHANDLER RACEWAYS INC
INGRESS EGRESS EASEMENT
COOPER
5.00 ACRES
8.00 ACRES
5.81 ACRES
5.08 ACRES
5.97 ACRES
5.05 ACRES
5.05 ACRES
12.09 ACRES
3.07 ACRES
1.50 ACRES
1.53 ACRES
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1.67 ACRES
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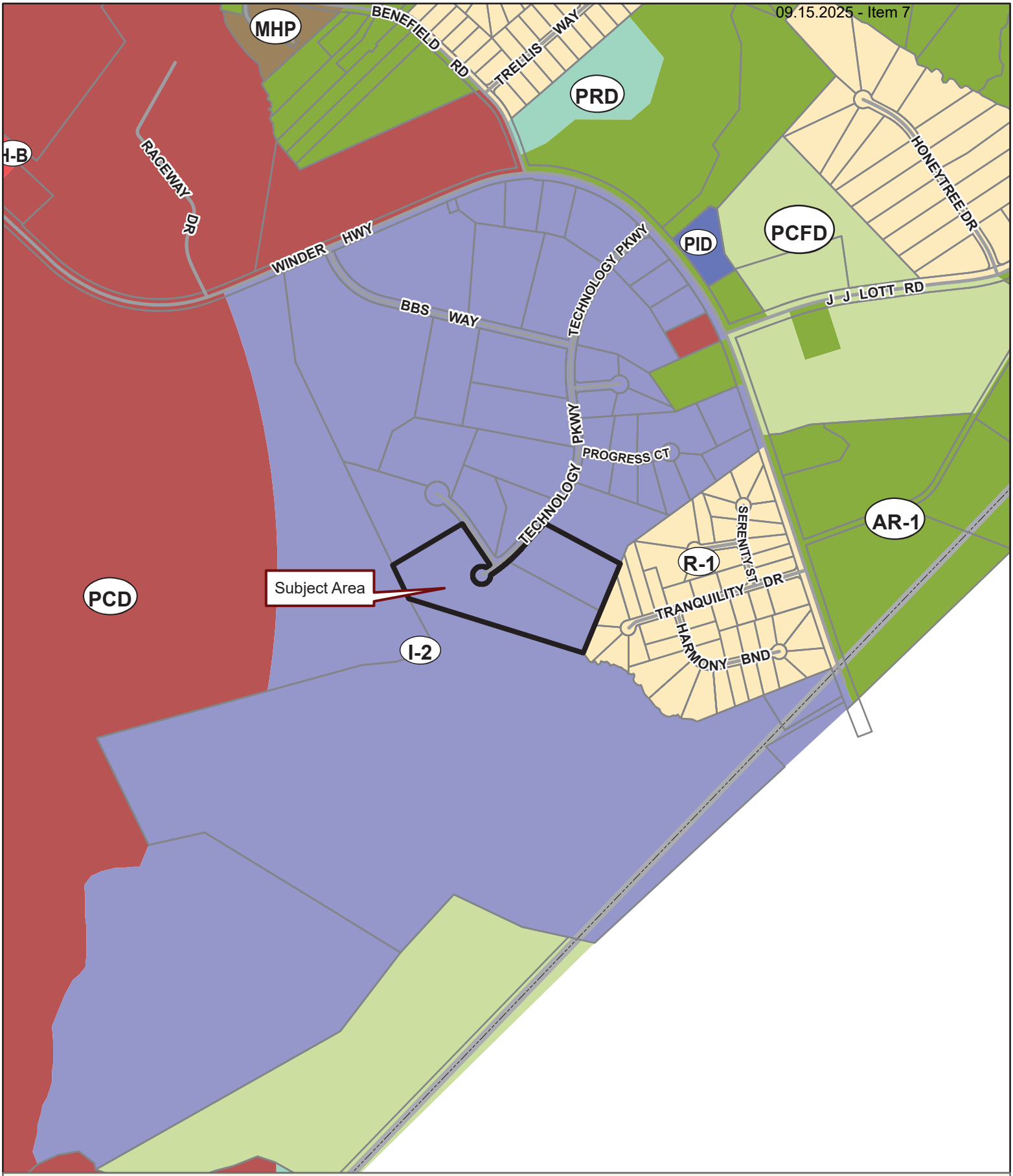
1.50

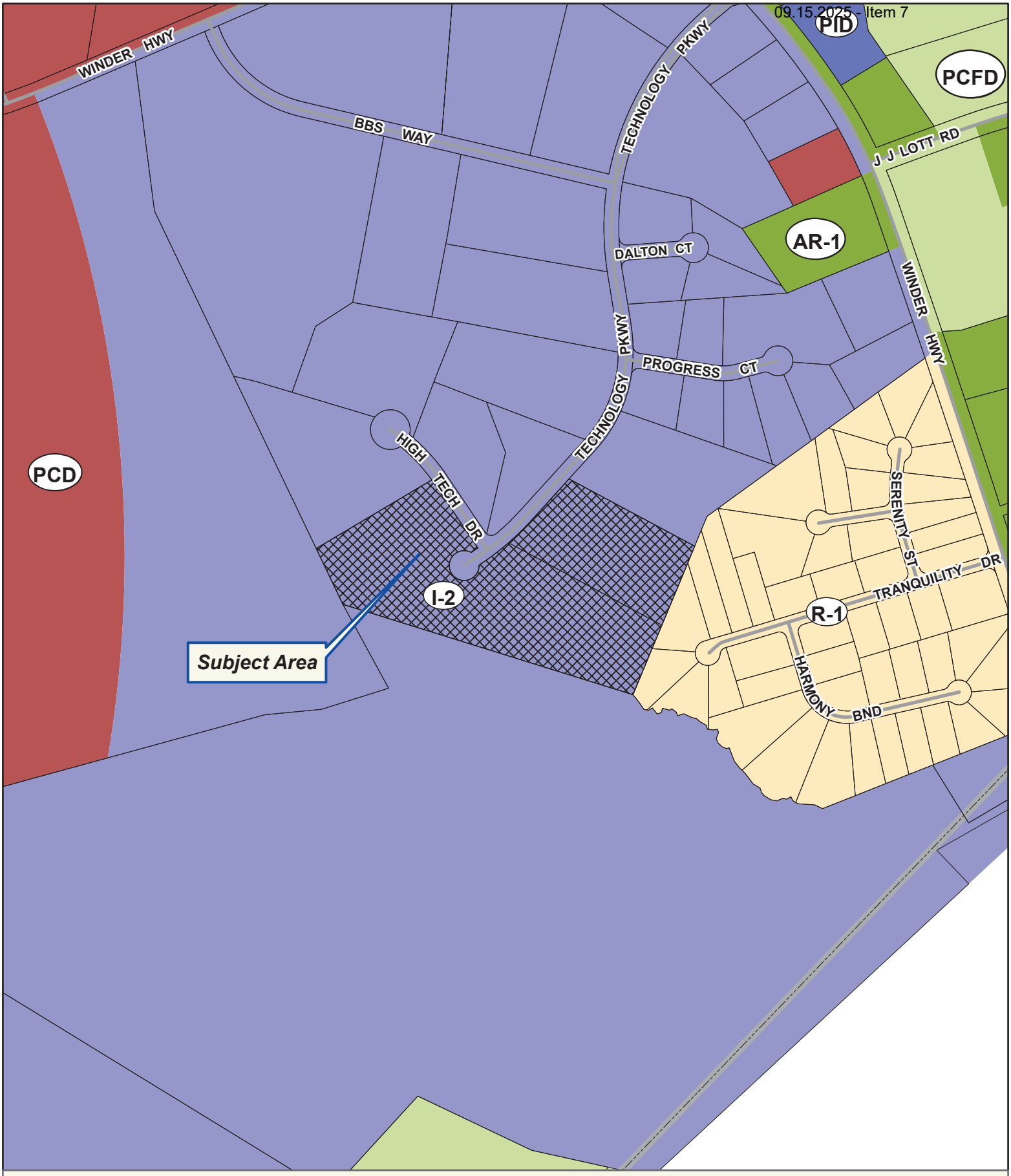


Applicant: TOP-END MOTOR STORAGE, LLC
Tax Parcel #: 15028F000006 & 000007
Location: 5481 & 5489 TECHNOLOGY PARKWAY , BRASELTON, GA 30517
Commission District 1 **PC Mtg. Date: 09/15/2025**

0 200 400 800
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N



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Location: 5481 & 5489 TECHNOLOGY PARKWAY , BRASELTON, GA 30517
Commission District 1 **PC Mtg. Date: 09/15/2025**

0 150 300 600
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N



Applicant: TOP-END MOTOR STORAGE, LLC
Tax Parcel #: 15028F000006 & 000007
Location: 5481 & 5489 TECHNOLOGY PARKWAY
BRASELTON, GA 30517
Commission District 1 **PC Mtg. Date: 09/15/2025**

0 150 300 600
Feet

Zoning Boundary
City Limits
Subject Area

N

FILED & RECORDED
DATE: 10/4/2019
TIME: 9:17AM
DEED BOOK: 8347
PAGE: 193
FILING FEES: $10.00
PT61: 0692019007305
TRANSFER TAX: $1,200.00
Recorded By: MT
Charles Baker, C.S.C.
Hall County, GA

19R23613
GARNER & KILGORE
P.O. Box 602
Buford, GA 30515

LIMITED WARRANTY DEED

STATE OF GEORGIA
COUNTY OF GWINNETT

THIS INDENTURE made **October 3rd, 2019**, between **Megan Real Estate Developers, Inc.**, of the County of Jackson, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and **Raceway Enterprises LLC**, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND 00/100'S ($10.00) Dollars and other good and valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described property, together with all improvements located thereon, to wit:

All that tract or parcel of land lying and being in GMD 392, Hall County, Georgia, designated as Tract 7, Raceway-Technology Park, containing 12.09 acres, more or less, on plat recorded in Plat Slide 286, Page 207A, Hall County Plat Records, which plat is incorporated herein by reference for a more complete description.

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 by, through and under the above named grantor.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

Witness

Notary Public
My Commission Expires:
(NOTARY SEAL)

Jery N. Kilgore Notary Public Gwinnett County, GA
Exp. Jan. 15, 2023

Megan Real Estate Developers, Inc.

By: _____ (Seal)
Johnny Tumlin, CEO/CFO/Secretary

CORPORATE SEAL

FILED & RECORDED
DATE: 3/5/2020
TIME: 9:04AM
DEED BOOK: 8438
PAGE: 704
FILING FEES: $25.00
PT61: 069202000125S
TRANSFER TAX: $300.00
Recorded By: ER
Charles Baker, C.S.C.
Hall County, GA

20R23782
GARNER & KILGORE
P.O. Box 602
Buford, GA 30515

LIMITED WARRANTY DEED

STATE OF GEORGIA
COUNTY OF GWINNETT

THIS INDENTURE made **March 2nd, 2020**, between **KS&CL Properties, LLC, Series 2, a Delaware series limited liability company**, of the State of Delaware, as party or parties of the first part, hereinafter called Grantor, and **Raceway Enterprises LLC**, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

W I T N E S S E T H that: Grantor, for and in consideration of the sum of TEN AND 00/100'S ($10.00) Dollars and other good and valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described property, together with all improvements located thereon, to wit:

All that tract or parcel of land lying and being in GMD 392, Hall County, Georgia, designated as Tract 6, Raceway-Technology Park, as shown on plat entitled "Survey for First Liberty Bank" , dated July 13, 1993, prepared by Thomas Lynn Colbaugh, Georgia Registered Land Surveyor No. 2214, and recorded in Plat Slide 286, Page 207A, Hall County Plat Records, which plat is incorporated herein by reference for a more complete description.

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 by, through and under the above named grantor.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

Witness

Notary Public
My Commission Expires:
(NOTARY SEAL)

Jory N. Kilgore
Notary
Exp. Jan. 15, 2023
Public
Gwinnett County, GA

KS&CL Properties, LLC, Series 2, a Delaware series limited liability company

By: _____ (Seal)
Kevin T. Reach, Member/Manager

By: _____ (Seal)
Cori P. Reach, Member/Manager

Board of Commissioners

Hall County, Georgia

POST OFFICE DRAWER 1435
GAINESVILLE, GEORGIA 30503
404-535-8260

March 12, 1990

COMMISSIONERS
CURTIS SEGARS, CHAIRMAN
LOU STARGEL
A. N. (NEWT) STEPP
JANE REYNOLDS HEMMER
DON WHITMIRE

MICHAEL G. BRYANT
COUNTY ADMINISTRATOR

Road Atlanta Technology Park
Attn: Mr. Charles Sheron
Route #1
Braselton, GA 30517

Dear Mr. Sheron:

The Hall County Board of Commissioners meeting on this date voted to approve Application of Road Atlanta Technology Park to rezone from AR-IV to I-II a 400 acre tract located on the south side of Winder Highway at its intersection with Benefield Road; Tax Parcels 15-28B-8, 12, and 19. Proposed Use: Indistrial Park.

This approval was with the following * stipulations/conditions:

1) The uses permitted in the I-II District for this property be restricted to those uses listed in Attachment A; and
2) The development of the property be in compliance with the standards set forth in Attachment B.

If I can provide additional information, please let me know.

Sincerely,

Sylvia Cooper

Sylvia G. Cooper
Clerk

CC: Mr. David Robinson
Mr. Chris Edwards
Mr. James Cantrell

Attachment A
(Permitted Uses for Road Atlanta Property)
Zoned I-II with Conditions On March 12, 1990

A. Uses Permitted Inherently

1. Any commercial use or industrial use which involves manufacturing, processing, or assembly operations or the storage and sale of heavy materials, products, or equipment, but not including uses which may cause injurious or obnoxious noise, vibrations, smoke, gas, fumes, odor, dust, fire hazard, or other objectionable conditions to nearby areas or those uses listed in subsection B. of this section*.
2. Agricultural or horticultural uses.
3. Automobile repair garage.
4. County uses.
5. Offices.
6. Radio and television transmission towers.
7. Subdivisions (non residential).
8. Truck terminals.
9. Wholesaling and warehousing.

B. Uses Permitted Subject to Approval of the County Commission After Review and Recommendation by the Planning Commission - Public Hearing Required*

1. Airports and landing fields.
2. Foundry or forging of iron, steel, brass, copper and other metals, but not including the extrusion of metals.
3. Manufacture or bulk storage of acid, including but not limited to hydrochloric, nitric and sulfuric.
4. Manufacturing, processing or storage in bulk of chemical and pharmaceutical products.
5. Manufacture or storage of gas, including but not limited to butane, propane, chlorine or other toxic, noxious or pyrophoric gases.
6. Manufacture of paint, oil, shellac, turpentine or varnish.
7. Manufacture, storage or wholesale of petroleum or its related products.
8. Municipal, state and other public uses.
9. Retail or retail service establishments.

10. Service stations.

11. Outdoor storage of materials and inventory not including uses as included in subsection B. of this section.

12. Other similar uses which, due to their historical impact on air and water quality, use of hazardous materials, tendency to emit excessive levels of noise, vibration, odor, smoke, particulate matter, fumes, and /or radiations, and general threat to the community's living and working environment, are deemed by the Planning Commission, subject to appeal to the County Commission, to be significant risk to the public health, safety or welfare.

C. Conditional Uses Subject to Approval of the Zoning Board of Adjustment

1. Additional parking on other than principal lot.

2. Caretaker and/or employee residence.

***The uses listed in this attachment are selected from the Hall County Zoning Regulations, Section 15, Heavy Industrial District. Any use listed in the Regulations under that zoning district and not included in this list of uses, are deemed to be not allowed on this site. Those uses specifically prohibited from this site are:**

1. Animal or food processing plants, including but not limited to poultry, veal or beef.

2. Commercial incinerators, including but not limited to those handling garbage and medical waste.

3. Commercial slaughter of animals.

4. Distillation of bones, coal, petroleum, animal refuse, grain, tar and wood.

5. Fertilizer manufacture.

6. Grain elevators or commercial feed mills.

7. Junk and salvage yards and scrap metal processor.

8. Land fills, including but not limited to sanitary landfills.

9. Manufacture or refining of asphalt.

10. Manufacture of cement, cement products, concrete, clay products, lime, gypsum, brick, tile or plaster of paris.

11. Manufacture or storage in bulk quantities of explosives, including but not limited to fireworks.

12. Manufacture of glue or gelatin.

13. Mineral extraction, including but not limited to quarrying stone, crushing and mining.

14. Paper and pulp mills.

15. Refining or manufacture of tallow, grease or lard from or of animal fat.

16. Rendering plants.

17. Rifle, pistol and skeet ranges.

18. Smelting of metal ores, including but not limited to tin, copper, zinc or iron.

19. Stock yards.

20. Tanning, curing or storage of raw hides or skins.

k These are conditions of ZONING, not covenants!

Attachment B
Development Standards For Road Atlanta Property
Zoned I-II with Conditions On March 12, 1990

Minimum Lot Size:

1. The minimum lot size for tracts which will contain an industrial use involving manufacturing, processing, or assembly shall be 5 acres. Such lots will be hereby referred to as a "5 acre" lot.
2. The minimum lot size for tracts which will contain other industrial uses shall be 1.5 acres.Such lots will be hereby referred to as a "1.5 acre" lot.

Minimum lot frontage (Measured along the front street line thereof or if said front street line is curved, along the chord of the arc):

1) For a "5 acre" lot will be 200 feet*
2) For a "1.5 acre" lot will be:100 feet

*May be reduced to 100 feet for lots at the end of a cul-de-sac.

Minimum setbacks*:
*(All setbacks to be measured from property line)

1) "5 acre" lot

front	75 feet
side	50 feet
rear	50 feet

2) "1.5 acre" lot:

front	50 feet
side	30 feet
rear	30 feet

Maximum lot coverage:

1) "5 acre" lots:
   No more than 50% of the lot may be occupied by structures. A minimum of 25% of the lot must be reserved for open space. No improvements other than landscaping will be permitted in the open space.
2) "1.5 acre" lots:
   No more than 60% of the lot may be occupied by structures. A minimum of 15% of the lot must

be reserved for open space. No improvements other than landscaping will be permitted in the open space.

Buffers:

A vegetative buffer strip of a minimum of 25 feet shall be maintained along property lines where the adjacent property contains a residential structure within 200 feet of the I-II zoned area. Should said adjacent property cease to used for residential purposes,and be rezoned to a commercial or industrial zone, the required buffer may be eliminated.

Landscaping along S. R. 53:

The frontage of the subject area that lies along S.R. 53 shall be landscaped to a depth of at least 30 feet, as will all entrances into the subject property from S.R. 53

Outlook

HCPC Tentative Agenda 9.15.25

From Emily McGahee (Environmental Health) <emcgahee@hallcounty.org>
Date Wed 8/13/2025 9:27 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Katie L. Greenway (Planning) <klgreenway@hallcounty.org>; Beth Garmon (Planning) <bgarmon@hallcounty.org>
Cc Chad Harper (Environmental Health) <charper@hallcounty.org>; Kelly Hairston (Environmental Health) <khairston@hallcounty.org>

Please find Environmental Health comments below:

Item 1, 5019 Cagle Mill, NCP Holdings: No comment. Public Sewer.

Item 2, 4020/3886 Cornelia Hwy: No comment. Public Sewer.

Item 3, 3847 Woodlane Way, Penaloza: Septic permit OSC-10279 was issued to this site plan on July 17, 2025.

Item 4A/B/C, 6756 Spout Springs Rd, Bell: Both existing structures are served by septic systems that have been permitted, inspected, and approved by Environmental Health.

Item 5, 3400/3600 Lanier Waterside Drive, Petty: No comment.

Item 6, 5481/5489 Technology Pkwy, Top-End: 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 7, 4797 Plainview Road, LJA: Must meet all Environmental Health commercial septic system permitting requirements if able to be permitted by Environmental Health. Environmental Health can only permit residential strength wastewater; therefore, non-domestic wastewater will be required to be disposed of through public sewer or an EPD permitted system. Further determination will be made during the civil plan review process.

Item 8A/B, 0/0/4251 Simpson/3959 Greenway, Rochester: No comment. Public sewer.

Item 9A/B, 5800 Lanier Islands Pkwy, Center Capital: Please be advised that a septic repair permit was issued in 2019; however, the repair was not installed and the permit expired. The existing septic system (located northwest of the main building) is covered in its entirety with concrete. Future repair of the system will require permanent removal of the concrete in the area of repair installation.

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)

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Outlook

RE: Tentative Agenda - Monday, September 15, 2025 Hall County Planning Commission Meeting

From Nembhard, Nakia L <NNembhard@dot.ga.gov>
Date Mon 8/18/2025 1:33 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Cc Katie L. Greenway (Planning) <klgreenway@hallcounty.org>; Hash, Christopher M <CHash@dot.ga.gov>

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,

Below you will find GDOT's comments.

Thanks,

OLD BUSINESS

1. **5019 Cagle Mill Road | Rezone |** from Agricultural Residential 1 (AR-1) and Residential 1 (R-1) to Light Industrial (I-1) | on an 84.35± acre tract located on the northwest side of Cagle Mill Road, approximately 1,890 feet from its intersection with Julian Baugh Road | Zoned AR-1 & R-1; Tax Parcel 15007 000206A | **Proposed use: Uses permitted in I-1** | ** Commission District 3 | **NCP Holdings, LLC, applicant** **Will Require GDOT Coordination**

2. **4020 & 3886 Cornelia Highway, 4761 Cagle Mill Road | Special Use |** to amend conditions of zoning | on a combined 134.76 acre tract located on the southeast side of Cornelia Highway, approximately 800 feet from its intersection with Cagle Road | Zoned I-1 (GCOD); Tax Parcels 15007 000129, 000270, 000027A | **Proposed use: Uses permitted in I-1** | ** Commission District 3 | **NCP Holdings, LLC, applicant** **Will Require GDOT Coordination**

NEW BUSINESS

3. **23847 Woodlane Way | Variance to section 3.2** | to reduce the minimum yards | on a 0.66± acre tract located east of Woodlane Way approximately 30 feet from its intersection with Woodlane Circle | Zoned AR-1; Tax Parcel 10098 000019 | **Proposed use: Single-family residence** | * Commission District 2 | **Jesus and Melissa Penaloza, applicant** **Will Not Require GDOT Coordination**

4. **(A) 6756 Spout Springs Road | Variance to section 7.8.3** | ADU standards | on a 4.22± acre tract located on the west side of Spout Springs Road approximately 250 feet from its intersection with Cambridge Drive | Zoned AR-1; Tax Parcel 15042 000019 | **Proposed use: Accessory dwelling unit** | * Commission District 1 | **Joel Bell, applicant** **Will Require GDOT Coordination. GDOT Project 0015280 will be affecting development.**

(B) 6756 Spout Springs Road | Variance to section 3.2 | to reduce the minimum yards | on a 4.22± acre tract located on the west side of Spout Springs Road approximately 250 feet from its intersection with Cambridge Drive | Zoned AR-1; Tax Parcel 15042 000019 | **Proposed use: Bring the existing single-family home into compliance** | * Commission District 1 | **Joel Bell, applicant** **Will Require GDOT Coordination. GDOT Project 0015280 will be affecting development.**

(C) 6756 Spout Springs Road | Variance to section 3.2 | to reduce the minimum yards | on a 4.22± acre tract located on the west side of Spout Springs Road approximately 250 feet from its intersection with Cambridge Drive | Zoned AR-1; Tax Parcel 15042 000019 | **Proposed use: Bring an existing accessory structure into compliance** | * Commission District 1 | **Joel Bell, applicant** **Will Require GDOT Coordination. GDOT Project 0015280 will be affecting development.**

5. **3400 & 3600 Lanier Waterside Drive | Conditional Use |** on a combined 16.16± acre tract located at the terminus of North Waterworks Road | Zoned PRD; Tax Parcels 08167 005002 & 005004 | **Proposed use: Construction trailer** | * Commission District 2 | **Kyle Petty, applicant** **Will Require GDOT Coordination. Study intersection for possible new signal.**

6. **5481 & 5489 Technology Parkway | Special Use |** amend conditions of zoning | on a combined 17.08± acre tract located on the southeast side of Technology Parkway at its intersection with High Tech Drive | Zoned I-2; Tax Parcels 15028F000006 & 15028F000007 | **Proposed use: Storage lot** | ** Commission District 1 | **Top-End Motor Storage, LLC., applicant** **Will Not Require GDOT Coordination.**

7. **4797 Plainview Road | Rezone |** from Residential 1 (R-1) to Light Industrial (I-1) | on a 4.40± acre tract located on the east side of Plainview Road at its intersection with Thurmon Tanner Parkway | Zoned R-1; Tax Parcel 08051 001022 | **Proposed use: Convenience store with fuel sale**s | ** Commission District 1 | **LJA Engineering, Inc., applicant** **Will Require GDOT Coordination. No encroachment into State R/W. No increase in runoff to State R/W.**

8. **(A) 0, 0, 4251 Simpson Road & 3959 Greenway Road | Rezone |** from Planned Industrial Development (PID) and Agricultural Residential 1 (AR-1) to Residential Mixed (R-X) | on a combined 251.61± acre tract located on the west side of Simpson Road, approximately 945 feet from its intersection with Whitehall Road | Zoned PID & AR-1; Tax Parcels 15019 000001,000659, 000074 & 000063 | **Proposed use: 394-unit residential development** | ** Commission District 3 | **Rochester | DCCM, applicant** **Will Not Require GDOT Coordination. Study Intersection for possible new signal.**

(B) 0, 0, 4251 Simpson Road & 3959 Greenway Road | Conditional Use | on a combined 251.61± acre tract located on the west side of Simpson Road, approximately 945 feet from its intersection with Whitehall Road | Zoned PID & AR-1; Tax Parcels 15019 000001, 000659, 000074 & 000063 | **Proposed use: Construction trailer** | * Commission District 3 | **Rochester | DCCM, applicant** **Will Not Require GDOT Coordination**

9. **(A) 5800 Lanier Islands Parkway | Rezone |** from Planned Commercial Development (PCD) to Light Industrial (I-1) | on a 3.58± acre tract located on the south side of Lanier Islands Parkway at its intersection with Beards Road | Zoned PCD; Tax Parcel 07329 004012 | **Proposed use: Uses**

permitted in I-1 | ** Commission District 2 | **Center Capital Partners, LLC** **Will Require GDOT Coordination**

(B) 5800 Lanier Islands Parkway | Special Use | on a 3.58± acre tract located on the south side of Lanier Islands Parkway at its intersection with Beards Road | Zoned PCD; Tax Parcel 07329 004012 | **Proposed use: Outdoor storage, vehicles sale, and vehicle repair, major** | ** Commission District 2 | **Center Capital Partners, LLC** **Will Require GDOT Coordination**

Nakia Nembhard
Civil Engineer 3

GDOT Georgia Department of Transportation

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: Monday, August 18, 2025 8:20 AM
To: Niebauer, Parker J <PNiebauer@dot.ga.gov>; Nembhard, Nakia L <NNembhard@dot.ga.gov>
Cc: Katie L. Greenway (Planning) <klgreenway@hallcounty.org>
Subject: Tentative Agenda - Monday, September 15, 2025 Hall County Planning Commission Meeting

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,

I am following up regarding the needed comments for this agenda. Please let me know if you need anything else.

Thank you,

Kaitlyn Elliott
Planning Commission Clerk
Hall County Planning and Zoning
(770) 531-6810 www.hallcounty.org

HALL COUNTY
GEORGIA
We have it all in Hall

Edited by Beth Garmon 8/15/2025

Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

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

MEMORANDUM

To: Beth Garmon, Director of Planning and Zoning

From: Bill Nash, Director of Public Works and Utilities

Date: August 15, 2025

Subject: September 15, 2025 - Hall County Planning Commission Agenda

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the September 15, 2025, meeting. Upon review, we provide the following comments.

OLD BUSINESS

1. **5019 Cagle Mill Road | Rezone |** from Agricultural Residential 1 (AR-1) and Residential 1 (R-1) to Light Industrial (I-1) | on an 84.35± acre tract located on the northwest side of Cagle Mill Road, approximately 1,890 feet from its intersection with Julian Baugh Road | Zoned AR-1 & R-1; Tax Parcel 15007 000206A | **Proposed use: Uses permitted in I-1** | ** Commission District 3 | **NCP Holdings, 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 FEMA and Hall County studied Flood plains that are present onsite.
Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
North Oconee Reservoir Watershed District requires 100-foot stream buffers with a 150-foot no impervious set back on both sides of the stream as measured from the stream banks.
b. **Traffic:** Traffic impact study may be required.
Improvements to Cagle Mill Road may be required**.**
c. **Utilities:** Hall County sewer area.
12" gravity sewer is available along Cornelia Hwy on the south side.

2. **4020 & 3886 Cornelia Highway, 4761 Cagle Mill Road | Special Use |** to amend conditions of zoning | on a combined 134.76 acre tract located on the southeast side of Cornelia Highway, approximately 800 feet from its intersection with Cagle Road | Zoned I-1 (GCOD); Tax Parcels 15007 000129,

000270, 000027A | **Proposed use: Uses permitted in I-1** | ** Commission District 3 | **NCP Holdings, 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 FEMA and Hall County studied Flood plains that are present on site.
Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
North Oconee Reservoir Watershed District requires 100-foot stream buffers with a 150-foot no impervious set back on both sides of the stream as measured from the stream banks
b. **Traffic:** Traffic impact study may be required to be updated if amendments change previous uses and intensities.
c. **Utilities:** Hall County sewer area.
12" gravity sewer is available along Cornelia Hwy on the south side.

NEW BUSINESS

3. **23847 Woodlane Way | Variance to section 3.2** | to reduce the minimum yards | on a 0.66± acre tract located east of Woodlane Way approximately 30 feet from its intersection with Woodlane Circle | Zoned AR-1; Tax Parcel 10098 000019 | **Proposed use: Single-family residence** | * Commission District 2 | **Jesus and Melissa Penaloza, applicant**

a. **Engineering**: Show FEMA and Hall County studied Flood plains that are present on site.
Show stream buffer and impervious setback from wrested vegetation not centerline of stream
b. **Traffic:** No comment
c. **Utilities:** Gainesville sewer service area. No sewer nearby

4. **(A) 6756 Spout Springs Road | Variance to section 7.8.3** | ADU standards | on a 4.22± acre tract located on the west side of Spout Springs Road approximately 250 feet from its intersection with Cambridge Drive | Zoned AR-1; Tax Parcel 15042 000019 | **Proposed use: Accessory dwelling unit** | * Commission District 1 | **Joel Bell, applicant**
(B) 6756 Spout Springs Road | Variance to section 3.2 | to reduce the minimum yards | on a 4.22± acre tract located on the west side of Spout Springs Road approximately 250 feet from its intersection with Cambridge Drive | Zoned AR-1; Tax Parcel 15042 000019 | **Proposed use: Bring the existing single-family home into compliance** | * Commission District 1 | **Joel Bell, applicant**

(C) 6756 Spout Springs Road | Variance to section 3.2 | to reduce the minimum yards | on a 4.22± acre tract located on the west side of Spout Springs Road approximately 250 feet from its intersection with Cambridge Drive | Zoned AR-1; Tax Parcel 15042 000019 | **Proposed use: Bring an existing accessory structure into compliance** | * Commission District 1 | **Joel Bell, applicant**

a. **Engineering**: Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
b. **Traffic**: No comment
c. **Utilities:** Hall County sewer area
Sewer is nearby but would require an easement across 6750 and 6703.

5. **3400 & 3600 Lanier Waterside Drive | Conditional Use |** on a combined 16.16± acre tract located at the terminus of North Waterworks Road | Zoned PRD; Tax Parcels 08167 005002 & 005004 | **Proposed use: Construction trailer** | * Commission District 2 | **Kyle Petty, applicant**

a. **Engineering**: No comment
b. **Traffic:** No comment
c. **Utilities:** Buford sewer area.

6. **5481 & 5489 Technology Parkway | Special Use |** amend conditions of zoning | on a combined 17.08± acre tract located on the southeast side of Technology Parkway at its intersection with High Tech Drive | Zoned I-2; Tax Parcels 15028F000006 & 15028F000007 | **Proposed use: Storage lot** | ** Commission District 1 | **Top-End Motor Storage, 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
Show FEMA and Hall County studied Flood plains that are present on site.
b. **Traffic:** No comment
c. **Utilities:** Hall County sewer area.
No sewer in vicinity

5. **4797 Plainview Road | Rezone |** from Residential 1 (R-1) to Light Industrial (I-1) | on a 4.40± acre tract located on the east side of Plainview Road at its intersection with Thurmon Tanner Parkway | Zoned R-1; Tax Parcel 08051 001022 | **Proposed use:**

Convenience store with fuel sales | ** Commission District 1 | **LJA Engineering, Inc., applicant**

a. **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
b. **Traffic:** Traffic impact study may be required access permit required from The City of Oakwood
c. **Utilities:** Oakwood sewer service area.
Sewer is 700 feet west across Planview Rd. along the south side of Thurmon Tanner Pkwy.

7. **(A) 0, 0, 4251 Simpson Road & 3959 Greenway Road | Rezone |** from Planned Industrial Development (PID) and Agricultural Residential 1 (AR-1) to Residential Mixed (R-X) | on a combined 251.61± acre tract located on the west side of Simpson Road, approximately 945 feet from its intersection with Whitehall Road | Zoned PID & AR-1; Tax Parcels 15019 000001,000659, 000074 & 000063 | **Proposed use: 394-unit residential development** | ** Commission District 3 | **Rochester | DCCM, applicant**
(B) 0, 0, 4251 Simpson Road & 3959 Greenway Road | Conditional Use | on a combined 251.61± acre tract located on the west side of Simpson Road, approximately 945 feet from its intersection with Whitehall Road | Zoned PID & AR-1; Tax Parcels 15019 000001, 000659, 000074 & 000063 | **Proposed use: Construction trailer** | * Commission District 3 | **Rochester | DCCM, 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 FEMA and Hall County studied Flood plains that are present onsite.
Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
North Oconee Reservoir Watershed District requires 100-foot stream buffers with a 150-foot no impervious set back on both sides of the stream as measured from the stream banks
b. **Traffic:** A) Traffic impact study is required. Interjection sight distance must be met on all access points for posted speed limit.
B) no comment
c. **Utilities:** Hall County sewer service area.

Sewer service is available at 3286 Chiplan Rd but will require offsite easement to connect.

9. **(A) 5800 Lanier Islands Parkway | Rezone |** from Planned Commercial Development (PCD) to Light Industrial (I-1) | on a 3.58± acre tract located on the south side of Lanier Islands Parkway at its intersection with Beards Road | Zoned PCD; Tax Parcel 07329 004012 | **Proposed use: Uses permitted in I-1** | ** Commission District 2 | **Center Capital Partners, LLC**
(B) 5800 Lanier Islands Parkway | Special Use | on a 3.58± acre tract located on the south side of Lanier Islands Parkway at its intersection with Beards Road | Zoned PCD; Tax Parcel 07329 004012 | **Proposed use: Outdoor storage, vehicles sale, and vehicle repair, major** | ** Commission District 2 | **Center Capital Partners, LLC**

a. **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
b. **Traffic:** GDOT permit may be required
c. **Utilities:** Buford sewer area.

Outlook

Fire Comments

From John Hornick (Fire Services) <jhornick@hallcounty.org>
Date Tue 8/12/2025 3:09 PM
To Beth Garmon (Planning) <bgarmon@hallcounty.org>
Cc Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

Monday, September 15, 2025 Hall County Planning Commission Meeting

5. **5481 & 5489 Technology Parkway | Special Use |** amend conditions of zoning | on a combined 17.08± acre tract located on the southeast side of Technology Parkway at its intersection with High Tech Drive | Zoned I-2; Tax Parcels 15028F000006 & 15028F000007 | **Proposed use: Storage lot** | ** Commission District 1 | **Top-End Motor Storage, LLC., applicant**

The Hall County Fire Marshal's Office has no comments as proposed.

Regards,

John Hornick, NPQ Fire Service Plans Examiner 1
Lieutenant, Hall County Fire Rescue
Hall County Government
Main: 770-531-6838 | Cell: 404-597-0083
Website: www.Hallcounty.org


TOP-END MOTORS
ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY
APPLICANT: TOP-END MOTOR STORAGE, LLC.
REQUEST: SPECIAL USE TO AMEND CONDITIONS OF ZONING FOR A STORAGE LOT
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: SEP 15, 2025
Time: 5:15 P.M.
&
COUNTY COMMISSION
Date: OCT 23, 2025
Time: 6:00 P.M.
HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA
FOR MORE INFORMATION CALL: (770) 531-6809

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

HALL COUNTY
GEORGIA
We have it all in Hall

PUBLIC NOTICE REQUIREMENTS

Zoning regulations require that public notice must be given prior to all zoning hearings as follows:

1. The Planning Department shall publish a legal advertisement no less than 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 AUGUST 8, 2025 AND NO LATER THAN AUGUST 17, 2025.

THE ORGINAL SIGNED AFFIDAVIT MUST BE AND RETURNED TO THE PLANNING DEPARTMENT NO LATER THAN AUGUST 17, 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, KEITH E PUGH (Please Print Name), **hereby acknowledge that I have read and understand the sign posting requirements. I further certify that the required public notice sign was posted on** 08/13/2025 (Date) **for** TOP-END MOTOR STORAGE LLC (Name application filed as)

Signature Keith E Pugh 08/13/2025

(The original document is required)

AGENDA ITEM

Planning & Zoning

REPORT TO:	**Work Session (10/20/25)**
REPORT TO:	**Voting Meeting (10/23/25)**
ITEM NO:	589/2025
SUBJECT:	**4797 Plainview Road | Rezone |** from Residential 1 (R-1) to Light Industrial (I-1) | on a 4.40± acre tract located on the east side of Plainview Road at its intersection with Thurmon Tanner Parkway | Zoned R-1; Tax Parcel 08051 001022 | **Proposed use: Convenience store with fuel sales** | Commission District 1 | **LJA Engineering, Inc., applicant**

Meetings:

Work Session Date: 10/20/25 **Voting Meeting Date:** 10/23/25

Executive Summary:

Presenter: BG
Recommendation:

Approval, with conditions

1. The property shall be developed in accordance with the site plan dated August 22, 2025, and as described in the Letter of Intent dated July 30, 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 other agencies or reviewing departments, including but not limited to the Fire Marshal and Hall County Engineering. Where there are discrepancies between the proposed standards and County regulations, the County regulations shall overrule unless otherwise approved herein.
3. All conditions of zoning shall be made part of any plats or plans created for the property.
4. The following uses shall be prohibited within the development:
    a. Cemetery, private
    b. Marina
    c. Commercial amusement indoor
    d. Concert hall, auditorium
    e. Indoor shooting range
    f. Hotels, motels
    g. Private morgues, mortuary, crematorium
    h. Psychic fortune teller
    i. Pawn shop, pawn broker, title pawn, title loan, check cashing
    j. Smoke or vape shop
    k. Boat and recreational vehicle sales, rental or service
    l. Truck stop
    m. Vehicle sales, rental or auction
    n. Vehicle repair, minor
    o. Vehicle repair, major
    p. All craft manufacturing
    q. All storage lots
    r. Storage of soil, mulch, or lumber, including the splitting of logs
    s. Truck terminal
    t. Truck yard
    u. All self-service storage
    v. All warehouse and distribution
    w. All waste related services
    x. Composting of organic materials
    y. Outdoor storage, major
    z. Outdoor storage, minor

Purpose of Request:

4797 Plainview Road | Rezone | from Residential 1 (R-1) to Light Industrial (I-1) | on a 4.40± acre tract located on the east side of Plainview Road at its intersection with Thurmon Tanner Parkway | Zoned R-1; Tax Parcel 08051 001022 | **Proposed use: Convenience store with fuel sales** | Commission District 1 | **LJA Engineering, Inc., applicant**

History:

Facts and Issues:

Options:

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

Approvals:

Submit	Approve	Attorney	Administration
KE	BG	JL	CR
Clerk			
JR			

Attachments:

Board Memo
Recommendation Report
Application
Narrative
Site Plan
Plat
Maps
Renderings
Deed
Legal Description
Water Availability
Environmental Health Comment
GDOT Comment
Public Works Comment
Fire Comment
Notice Sign
Applicant's Presentation

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

PLANNING AND ZONING
DIRECTOR
Beth Garmon

Hall County Government
PLANNING AND ZONING

To: David Gibbs, Chairman
Kathy Cooper, District 1 Commissioner
Billy Powell, District 2 Commissioner
Gregg Poole, District 3 Commissioner
Jeff Stowe, District 4 Commissioner

From: Beth Garmon, Director of Planning & Zoning

Date: October 6, 2025

Subject: **4797 Plainview Road | Rezone | from Residential 1 (R-1) to Light Industrial (I-1) | on a 4.40± acre tract| Zoned R-1; Tax Parcel 08051 001022 | Proposed use: Convenience store with fuel sales | LJA Engineering, Inc., applicant**

The request before you is from LJA Engineering, Inc. to rezone from Residential 1 (R-1) to Light Industrial (I-1) for a convenience store with fuel sales. This item is located within Commission District 1.

At their September 15, 2025 meeting, the Hall County Planning Commission voted to recommend **approval, with four (4) conditions (4-0, Sosebee absent).**

Staff recommendation: **Approval, with conditions,** as the proposed development is consistent with the "Industrial" future land use designation in the Comprehensive Plan.

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

Planning Commission Conditions:

1. The property shall be developed in accordance with the site plan dated August 22, 2025, and as described in the Letter of Intent dated July 30, 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 other agencies or reviewing departments, including but not limited to the Fire Marshal and Hall County Engineering. Where there are discrepancies between the proposed standards and County regulations, the County regulations shall overrule unless otherwise approved herein.

3. All conditions of zoning shall be made part of any plats or plans created for the property.
4. The following uses shall be prohibited within the development:
    a. Cemetery, private
    b. Marina
    c. Commercial amusement indoor
    d. Concert hall, auditorium
    e. Indoor shooting range
    f. Hotels, motels
    g. Private morgues, mortuary, crematorium
    h. Psychic fortune teller
    i. Pawn shop, pawn broker, title pawn, title loan, check cashing
    j. Smoke or vape shop
    k. Boat and recreational vehicle sales, rental or service
    l. Truck stop
    m. Vehicle sales, rental or auction
    n. Vehicle repair, minor
    o. Vehicle repair, major
    p. All craft manufacturing
    q. All storage lots
    r. Storage of soil, mulch, or lumber, including the splitting of logs
    s. Truck terminal
    t. Truck yard
    u. All self-service storage
    v. All warehouse and distribution
    w. All waste related services
    x. Composting of organic materials
    y. Outdoor storage, major
    z. Outdoor storage, minor

HALL COUNTY PLANNING COMMISSION
STAFF REPORT

Applicant ..... LJA Engineering, Inc.

Request ..... **Rezone** | from Residential 1 (R-1) to Light Industrial (I-1)

Proposed Use ..... Convenience store with fuel sales

Size ..... 4.40± acres

Zoning ..... **Current:** Residential 1 (R-1) | **Proposed:** Light Industrial (I-1)

Location ..... **4797 Plainview Road |** Tax parcel 08051 001022

Commission District ..... One

Planning Commission Date ..... September 15, 2025

Staff Recommendation ..... **Approval,** as the proposed development is consistent with the "Industrial" future land use designation in the Comprehensive Plan.

Record Number..... HZON25-0039

Planning Commission Recommendation ..... Approval, with conditions

Vote: 4-0 (Sosebee absent)

Planning Commission Conditions:

1. The property shall be developed in accordance with the site plan dated August 22, 2025, and as described in the Letter of Intent dated July 30, 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 other agencies or reviewing departments, including but not limited to the Fire Marshal and Hall County Engineering. Where there are discrepancies between the proposed standards and County regulations, the County regulations shall overrule unless otherwise approved herein.

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    x. Composting of organic materials
    y. Outdoor storage, major
    z. Outdoor storage, minor

Excerpts from the minutes of the September 15, 2025 meeting

Applicant's Presentation:

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

Terry Boomer, 130 E Main Street, Canton, presented the request. The applicant is requesting to rezone a 4.40± acre tract from Residential 1 (R-1) to Light Industrial (I-1) to allow for the development of a convenience store with fuel sales and an additional 10,000 square feet of retail space. Per the submitted narrative, the proposed development would include a 6,000 square foot free-standing convenience store, a 10,000 square-foot freestanding retail building, and two fuel canopies, one with seven gasoline fuel islands and 14 handles and the other with three diesel fuel islands with four handles to be used by tractor trailers.

Public Forum:

There were no comments in support or opposition.

Planning Commission Comments:

Mr. Braswell stated that the conditions contain a large list of prohibited uses due to the number of uses permitted by the UDC for the Light Industrial zoning district that the Board would not consider applying to this application.

***Motion:* A motion to approve, with conditions was made by Shannon Davidson and seconded by André Castleberry. Vote: 4-0 (Sosebee absent)**

Conditions:

1. The property shall be developed in accordance with the site plan dated August 22, 2025, and as described in the Letter of Intent dated July 30, 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 other agencies or reviewing departments, including but not limited to the Fire Marshal and Hall County Engineering. Where there are discrepancies between the proposed standards and County regulations, the County regulations shall overrule unless otherwise approved herein.

3. All conditions of zoning shall be made part of any plats or plans created for the property.

4. The following uses shall be prohibited within the development:

    a. Cemetery, private
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    g. Private morgues, mortuary, crematorium
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    i. Pawn shop, pawn broker, title pawn, title loan, check cashing
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    n. Vehicle repair, minor
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    t. Truck yard
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v. All warehouse and distribution
w. All waste related services
x. Composting of organic materials
y. Outdoor storage, major
z. Outdoor storage, minor

Staff recommends <u>APPROVAL</u> of the applicant's request, with the following conditions:

1. The property shall be developed in accordance with the site plan dated August 22, 2025, and as described in the Letter of Intent dated July 30, 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 other agencies or reviewing departments, including but not limited to the Fire Marshal and Hall County Engineering. Where there are discrepancies between the proposed standards and County regulations, the County regulations shall overrule unless otherwise approved herein.

3. All conditions of zoning shall be made part of any plats or plans created for the property.

<u>Summary Analysis</u>

The applicant is requesting to rezone a 4.40± acre tract from Residential 1 (R-1) to Light Industrial (I-1) to allow development of a convenience store with fuel sales and an additional 10,000 square feet of retail space.

The surrounding properties are zoned and developed as outlined below:

North:	Residential 1 (R-1) – Developed with a single-family residence
East:	Agricultural Residential 1 (AR-1) – Undeveloped
	Residential 1 (R-1) – Developed with a single-family residence
South:	Interstate 985
	Residential 1 (R-1) – Developed with a single-family residence and mobile home park
West:	City of Oakwood, Light Industrial (M-1), concrete products company
	City of Oakwood, Heavy Industrial (M-2), sand and gravel company

Per the submitted narrative, the proposed development will include a 6,000 square foot free-standing convenience store, a 10,000 square-foot freestanding retail building, and two fuel canopies, one with seven gasoline fuel islands and 14 handles and the other with three diesel fuel islands with four handles to be used by tractor trailers.

Per the submitted site plan, all structures meet required setbacks of the Light Industrial (I-1) zoning district. As the property is located within the Gateway Corridor Overlay District (GCOD), a 50 foot transitional buffer is required along the eastern property line, which is adjacent to residentially-zoned property. The site plan shows a 40 foot wide buffer; this is permissible if a 6 foot high solid wood fence or masonry wall is incorporated into the design of the transitional buffer. A 10 foot wide landscape strip is shown along both road frontages as required by the Gateway Corridor Overlay District (GCOD) standards. Access to the site is shown as right-in/right-out driveways on both Plainview Road and Thurmon Tanner Parkway. The site plan shows the minimum number of parking spaces required at the ratio of 1 space per fuel pump and 3 spaces per 1,000 square foot of retail space.

Water service will be provided by the City of Gainesville Water Resources Department as confirmed by an email dated August 22, 2025. Sanitary sewer service will be provided by an on-site septic system.

The development standards for the project are identified in the table below and compared to the GCOD requirements (6.2):

GCOD Analysis

Standard	Proposed Work	Notes	Compliance
6.2.5.A.– Transitional buffers	40 foot transitional buffer and 6 foot high solid fence adjacent to the east property line	50 foot transitional buffer may be reduced to 40 feet with incorporation of a 6 foot high solid fence	Complies
6.2.5.B.1 & 2 – Additional Landscape and Screening	10 foot wide landscape strip along Plainview Drive and Thurmon Tanner Parkway	10 foot wide landscape strip along Plainview Drive and Thurmon Tanner Parkway required	Complies
6.2.5.C.1 – Parking Lot Design - # of Parking Spaces as required by Section 8.1	71 spaces provided	71 spaces required	Complies
6.2.5.C.2 – All parking must be paved with asphalt, concrete or pervious materials and located to the side or rear of the principal building.	All circulation and parking areas to be paved. Parking located to the side and rear of the principal building (convenience store)		Complies Complies
6.2.5.D – Outdoor lighting	Not specified	All outdoor lighting must be the semi-cutoff type.	Unknown
6.2.6 - Architectural Standards	Architectural renderings provided	General architectural requirements, building materials and roof	Unknown

		materials appear to comply	
6.2.7 – Signs	Not identified	Signage shall comply with requirements of the UDC	Unknown

Based on the future land use plan, staff finds the requested rezoning *is consistent* with the Comprehensive Plan's future land use classification of Industrial. These areas include a mix of light and heavy industrial uses, as well as commercial uses that directly support the dominant business uses but are not appropriate for residential development.

Zoning Analysis

When considering a zoning amendment to the zoning maps, the Planning Commission must study the need and justification for the change based on a determination of the facts applicable to the particular case, and the following general lines of inquiry must be considered:

a) Whether the zoning proposal will permit a use that is suitable in view of the use, development and zoning of adjacent and nearby property; **The proposed rezoning is suitable in view of the use, development, and zoning of adjacent and nearby properties**.

b) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **No, it is not anticipated that the proposed rezoning will adversely affect nearby properties.**

c) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned; **The property has reasonable economic use as currently zoned; however, the property cannot be rezoned and developed as proposed without approval by the Board of Commissioners.**

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 existing streets, transportation facilities, utilities, schools, police protection, fire protection, public health facilities, or emergency medical service. The property will be served by City of Gainesville water and an on-site septic system.**

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 zoning is consistent with the Comprehensive Plan future land use designation of Industrial.**

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 property is vacant and there is no record of past development.**

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 is Light Industrial (I-1). Properties across Plainview Drive are within the City of Oakwood and are zoned Light Industrial (M-1) and Heavy Industrial (M-2) and developed with industrial uses. The change would not create an isolated district unrelated to the surrounding developments and districts.**

l) Whether the present zoning district boundaries are illogically drawn in relation to existing conditions in the area; **There is no evidence that the present zoning district boundaries are illogically drawn.**

m) Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **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 existing 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 August 13, 2025, Emily McGahee stated, "Must meet all Environmental Health commercial septic system permitting requirements if able to be permitted by Environmental Health. Environmental Health can only permit residential strength wastewater; therefore, non-domestic wastewater will be required to be disposed of through public sewer or an EPD permitted system. Further determination will be made during the civil plan review process."

Georgia Department of Transportation
In an email dated August 18, 2025, Nakia Nembhard, GDOT Civil Engineer 3, stated, "Will require GDOT coordination. No encroachment into State R/W. No increase in runoff to State R/W.

Hall County Public Works and Utilities
In a memo dated August 15, 2025, Bill Nash, Director of Public Works and Utilities, provided the following comments:

Engineering:
This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.

Traffic:
Traffic impact study may be required. Access permit required from the City of Oakwood.

Utilities
Oakwood sewer service area. Sewer is 700 feet west across Plainview Road along the south side of Thurmon Tanner Pkwy.

Hall County Fire Marshal
In an email dated August 12, 2025, John Hornick, NPQ Fire Service Plans Examiner 1, stated, "The Hall County Fire Marshal's Office considers the plan conceptual and if approved may require modifications during development review to meet fire code for fire apparatus accessibility and fire hydrant locations."

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

HALL COUNTY
GEORGIA
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ZONING APPLICATION

Applicant (Name & Mailing Address)

LJA Engineering, INC.
130 E. Main St. Suite 204
Canton, GA 30114
Phone [redacted]
Email Address taboomer@lja.com

Property Owner (Name & Mailing Address)

Marvin Cox
902 Marabella Lane
Canton, GA 30115
Phone
Email Address

Proposed Use Convenient Store with fuel sales

Contact Person (Name & Mailing Address)

Terry Boomer
130 E. Main St. Suite 204
Canton, GA 30114
Phone [redacted]
Email Address taboomer@lja.com

Status of Applicant

ϒ Owner
ϒ Option to Purchase
ϒ Area Resident
(ϒ) Other

Requested Action

Existing Zoning: R-1
Rezone to: I-1
Fee:$
Receipt #:
Check #:

Tax Parcel Number 085051 001022
Acreage 4.40 ac
Location Address 4797 Plainview Rd Oakwood, GA

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

Sign Terry A. Boomer Digitally signed by Terry A. Boomer DN: CN=Terry A. Boomer Date: 2025.07.07 12:22:57 -04'00' Date: 07/07/2025

Applicant must complete all information above. Failure to complete this section will result in the refusal of the application. The Planning Department has 15 days to review all applications and will set the dates for each application. If the application is found insufficient, an agenda date will not be set until the required information is submitted. Please note that the Planning Commission and County Commission dates are tentative.

Application Withdrawal: I hereby **withdraw** the application.

Sign Date:

Staff Use Only

Application Date: Taken by:

Tentative Planning Commission Date: Tentative County Commission Date:

County Commission District:

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

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AUTHORIZATION OF PROPERTY OWNERS

Note: If the applicant is the property owner, please disregard this form.

Name of owner(s) Marvin Cox

Address 902 Marabella Lane

Canton, GA 30115

Phone Number

Name of applicant(s) LJA Engineering, INC.

Address 130 E. Main St. Suite 204

Canton, GA 30114

Phone Number [redacted]

I swear that I am the owner of the property which is the subject matter of the attached applications as shown in the records of Hall County, Georgia.

I authorize the person named above to act as applicant in the pursuit of a rezoning, permissive use, or variance of this property.

Signature of Owner(s)

Marvin R. Cox

Personally appeared before me

Kim Sellers

who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Kim Sellers
Notary Public

7-6-25
Date

KIM SELLERS NOTARY PUBLIC CHEROKEE COUNTY GEORGIA EXPIRES OCT. 13, 2028

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

HALL COUNTY
GEORGIA
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CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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

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

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating $250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

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

I have**____ I have not X

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

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

Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/Owner's Signature: Marvin R Cox **Date:** 8-1-2025

Applicant's/Owner's Name (Printed): Marvin R Cox Jr

PLANNING AND DEVELOPMENT DEPARTMENT 2875
BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504 MAILING
ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503 t: 770-531-6809 I
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I hereby certify that I have read the above and that:

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**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: Terry A. Boomer Digitally signed by Terry A. Boomer DN: CN=Terry A. Boomer Date: 2025.07.07 12:24:57-04'00' **Date:** 07/07/2025

Applicant's/Owner's Name (Printed): Terry Boomer

470.863.1070
www.LJA.com
130 East Main Street, Suite 204, Canton, Georgia 30114

July 30, 2025

Hall County Planning and Zoning
2875 Browns Bridge Road
Gainesville, GA 30504

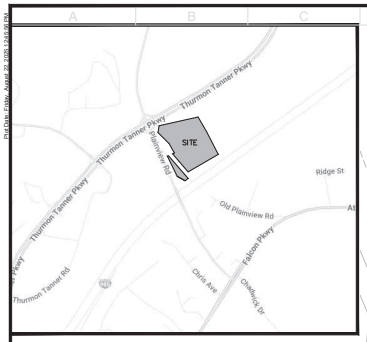
Re: Rezoning Application
The Acorn at Plainview Rd
4797 Plainview Rd
Oakwood, GA 30566
Parcel ID: 08051 001022

To whom it may concern,

Please consider this as a letter of intent for the rezoning of the property as stated above. The current zoning placed on the property is R-1 Residential 1. The zoning that is being proposed is I-1 Light Industrial. The proposed site will include a 6,000-square-foot free-standing convenience store, a 10,000-square-foot free-standing retail building, and two fuel canopies, one with 7 gasoline fuel pumps and the other with 3 diesel fuel pumps. Please see the attached site plan and landscape rendering.

Sincerely,

Terry Boomer
LJA Engineering

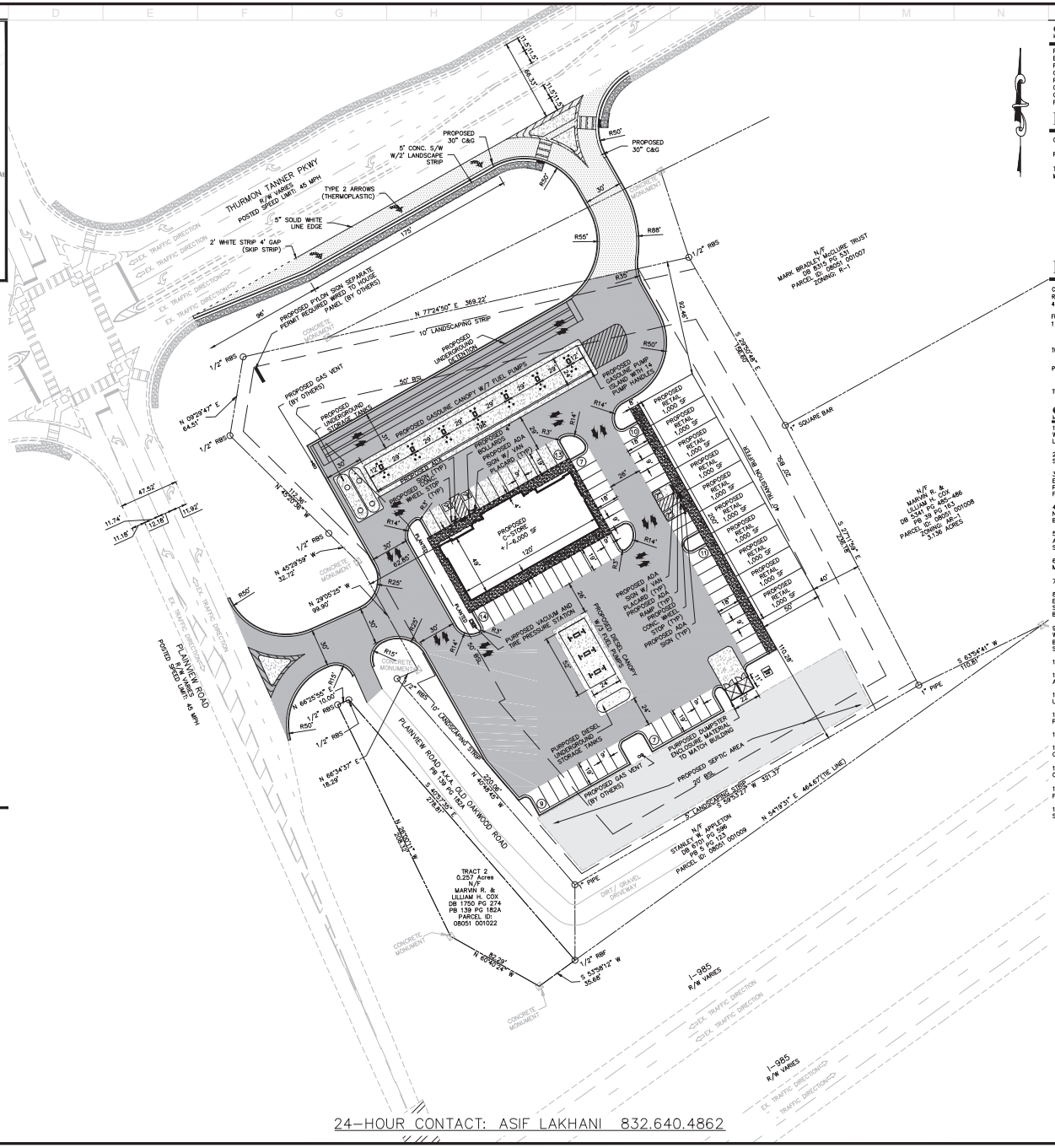


VICINITY MAP

THIS PROPERTY IS LOCATED WITHIN AN AREA OF MINIMAL FLOOD HAZARD (X) AS SHOWN ON F.I.R.M. COMMUNITY PANEL NUMBER 13139C0284G, DATED 04/04/2018.

LEGEND

- PROPOSED CONCRETE SIDEWALK
- PROPOSED CONCRETE PAVING
- PROPOSED HEAVY DUTY ASPHALT PAVING
- PROPOSED STANDARD DOT PAVING
- GDOT PAVING
- LANDSCAPE STRIP/SETBACK LINE
- PROPERTY LINE
- CURB & GUTTER
- WATER METER (W)
- TRANSFORMER PAD (T)
- ADA RAMP
- SIGN
- CONCRETE WHEEL STOP
- ADA PARKING SYMBOL
- DIRECTIONAL ARROWS
- 24" STOP BAR
- PROPOSED LIGHT POLE



SITE DATA

PARCEL ID: (REFERENCE):	08051 001022
EXISTING LAND USE:	VACANT
PROPOSED LAND USE:	CONVENIENCE STORE WITH FUEL SALES AND RETAIL
CURRENT ZONING CLASSIFICATION:	R-1 RESIDENTIAL 1
PROPOSED ZONING CLASSIFICATION:	I-1 LIGHT INDUSTRIAL
OVERLAY DISTRICT	GATEWAY OVERLAY
CURRENT LOCAL JURISDICTION:	HALL COUNTY
FLOOD ZONE CLASSIFICATION:	X

BUILDING DATA

C-STORE BUILDING AREA	
GROSS FLOOR AREA	±6,000 SQ. FT.
RETAIL BUILDING AREA	
GROSS FLOOR AREA	±10,000 SQ. FT.
TOTAL BUILDING COVERAGE:	± 9.96%
MAX BUILDING HEIGHT (BY CODE):	50 FEET

DIRECTION	REQUIRED SETBACK	PROVIDED SETBACK
FRONT (NORTH)	50 FEET	SEE PLAN
REAR (SOUTH)	20 FEET	SEE PLAN
SIDE (EAST)	20 FEET	SEE PLAN
SIDE (WEST)	50 FEET	SEE PLAN

PROPOSED PARKING DATA

COUNTY PARKING REQUIRED:	
RETAIL SERVICE/SALES (6,000+10,000=16,000 SQFT)	
4 SPACE FOR EACH 1,000 SQUARE FEET	64 SPACES
FUEL PUMPS (14)	
1 SPACE PER FUEL PUMP	
14 GASOLINE HANDLES	14 SPACES
TOTAL REQUIRED	78 SPACES
PROVIDED PARKING	
STANDARD SPACES 9'x19'	67 SPACES
ACCESSIBLE SPACES 9'x19' (REQUIRED)	4 SPACES
TOTAL PARKING PROVIDED	71 SPACES

SITE NOTES

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PLANS AND SITE WORK SPECIFICATIONS AND SHALL COMPLY APPLICABLE FEDERAL, STATE AND LOCAL CODES.
2. REFERENCE ARCHITECTURAL PLANS FOR BUILDING DIMENSIONS, TRUCK DOCKS, SIDEWALKS, STEPS, TRANSFORMER PADS, ETC.
3. TOPOGRAPHIC BOUNDARY SURVEY, PROPERTY LINES, LEGAL DESCRIPTION, EXISTING UTILITIES, SITE TOPOGRAPHY WITH SPOT ELEVATIONS, OUTSTANDING PHYSICAL FEATURES AND EXISTING STRUCTURE LOCATIONS WAS PROVIDED BY THE FOLLOWING COMPANY: S.A. GASKINS & ASSOCIATES, LLC
4. ALL DIMENSIONS AND RADII ARE TO THE FACE OF CURB, UNLESS OTHERWISE NOTED. ALL DIMENSIONS SHOWN TO BUILDINGS ARE TO OUTSIDE FACE OF BUILDING.
5. ALL HANDICAP ACCESSIBLE PARKING SIGNS AND STRIPING SHALL BE IN ACCORDANCE WITH THE AMERICAN WITH DISABILITY ACT (ADA) REQUIREMENTS AND STATE CODE.
6. ALL TRAFFIC SIGNS SHALL CONFORM TO THE UNIFORM TRAFFIC CONTROL MANUAL AND THE STATE OF GEORGIA.
7. ALL STRIPED OR CURBED RADII SHALL BE 5' UNLESS OTHERWISE NOTED.
8. THE CONTRACTOR IS RESPONSIBLE FOR REPAIR OF ANY DAMAGE TO ANY EXISTING IMPROVEMENTS, ONSITE OR OFF SITE, SUCH AS PAVEMENT, UTILITIES, STORM DRAINAGE, ETC. THE REPAIR MUST BE APPROVED BY THE ENGINEER AND BE EQUAL OR BETTER THAN EXISTING CONDITIONS.
9. SITE LIGHTING SHALL BE INCLUDED IN THE GENERAL CONTRACTOR'S SCOPE OF WORK. ALL PARKING LOT LIGHTING POLES, BASES, FIXTURES WITH LAMPS SHALL BE INSTALLED BY THE GENERAL CONTRACTOR'S ELECTRICAL CONTRACTOR AND SHALL SUPPLY A ONE YEAR WARRANTY CERTIFICATE.
10. CONTRACTOR SHALL OBTAIN ALL PERMITS BEFORE CONSTRUCTION BEGINS.
11. SITE CONTRACTOR SHALL SUPPLY AS-BUILT PLANS INDICATING ALL CHANGES AND DEVIATIONS.
12. ANY DEVIATION FROM THESE PLANS MAY CAUSE THE WORK TO BE UNACCEPTABLE.
13. ANY UNANTICIPATED CONDITIONS ENCOUNTERED DURING THE CONSTRUCTION PROCESS SHALL BE IDENTIFIED TO THE ENGINEER IMMEDIATELY.
14. ALL CONCRETE SHALL BE 4,000 PSI 28 DAY COMPRESSIVE STRENGTH.
15. PROJECT SIGNAGE SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.
16. ALL CURB AND GUTTER WITHIN THE DEVELOPMENT SHALL BE 24" UNLESS OTHERWISE NOTED.
17. PARKING LOT STRIPING SHALL BE INCLUDED IN PAVING CONTRACTOR'S SCOPE FOR WORK. ALL STRIPING IS TO HAVE TWO (2) COATS OF PAINT (MIN).
18. ALL TRAFFIC MARKINGS SHALL BE THERMOPLASTIC AND MEET GEORGIA DOT SPECIFICATIONS.

24-HOUR CONTACT: ASIF LAKHANI 832.640.4862

LJA
130 E. MAIN STREET
SUITE 204
CANTON, GA 30114
470-863-1070

GEORGIA REGISTERED No. 27020 PROFESSIONAL ENGINEER Brian S. Boomer
8/22/2025
ENGINEER OF RECORD

NO.	DATE	DESCRIPTION	BY	CHK	APV

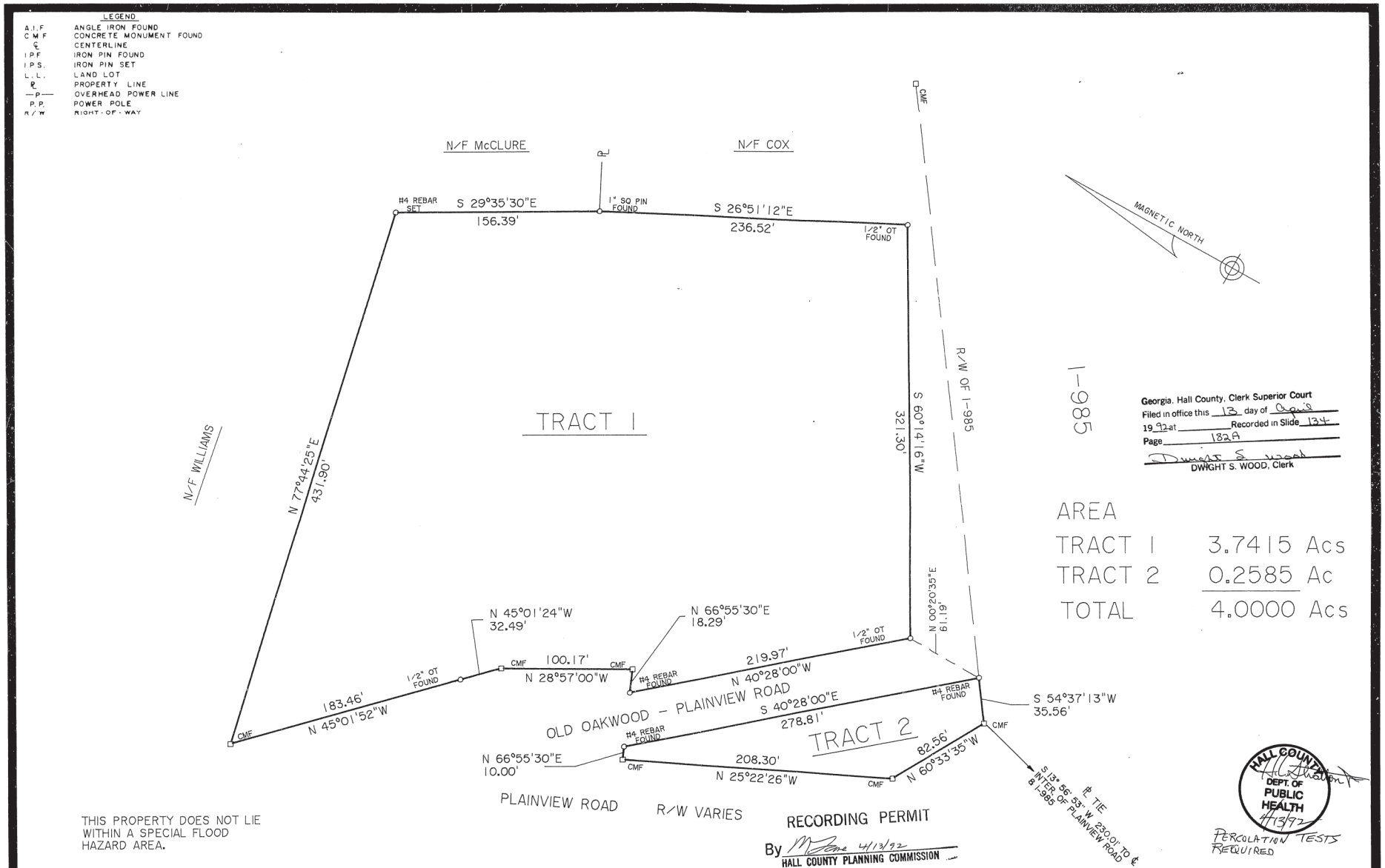
The ACORN AT PLAINVIEW RD
4797 PLAINVIEW RD
4797 PLAINVIEW RD, OAKWOOD, GA 30566
LL 51 - DISTRICT 8, PARCEL# 08051 001022

REED CREEK FOOD MART, LLC
1176 LANFORD DRIVE SW, LILBURN, GA 30047
ASIF LAKHANI 832.640.4862

0 40' 60' 80'
SCALE: 1"=40'

ISSUE DATE: 8/22/2025
PROJECT NUMBER: 2025-039
SHEET TITLE: SITE PLAN
SHEET NUMBER: C1

09.15.2025 - Item 8



CROSS, FLOYD, & KYTLE, INC — *ENGINEERS • SURVEYORS*

WENDELL CROSS, P.E. • • • B. LAMAR FLOYD, R.L.S. • • • AL KYTLE, R.L.S.

2521 MOUNTAIN VIEW ROAD
P.O. BOX 5186 W.S.B.
GAINESVILLE, GA 30504
PHONE: 536-0339
FAX: 536-7892

TYPE EQUIPMENT USED — ANGULAR: THE MEAN AVERAGE OF DOUBLED ANGLES MEASURED WITH.
□ LIETZ SD3, EDM
■ TOPCON GTS2, EDM

GEORGIA REGISTERED No. 2087 LAND SURVEYOR B. LAMAR FLOYD

The field data on which this plat or map is based has a closure precision of one foot in 25,900+ feet and an angular error of 01 seconds per angle point, and was adjusted using the compass rule. This map or plat has been calculated for closure and is found to be accurate within one foot in 134,100+ feet.

This plat was prepared in conformity with the minimum standards and requirements of law, Georgia laws 1978, and suitable for recording. B. Lamar Floyd

SURVEY FOR: MARVIN R. COX & LILLIAN H. COX

LOCATED IN HALL COUNTY GEORGIA

LAND LOT(S)	DIST	SEC	G M D
51st	8th		

DATE: MARCH 31, 1992
SCALE: ONE INCH = 50'
GRAPHIC SCALE: 50 0 50 100 150 — SCALE IN FEET
DRAWN BY: CROSS
JOB NO.: 8605IR2

323783

https://search.gsuite.com/search/capture?key1=134&key2=182A&county=69&countyname=HALL&userid=891638&appid=28 1/1

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT.

SURVEYORS CERTIFICATION:

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

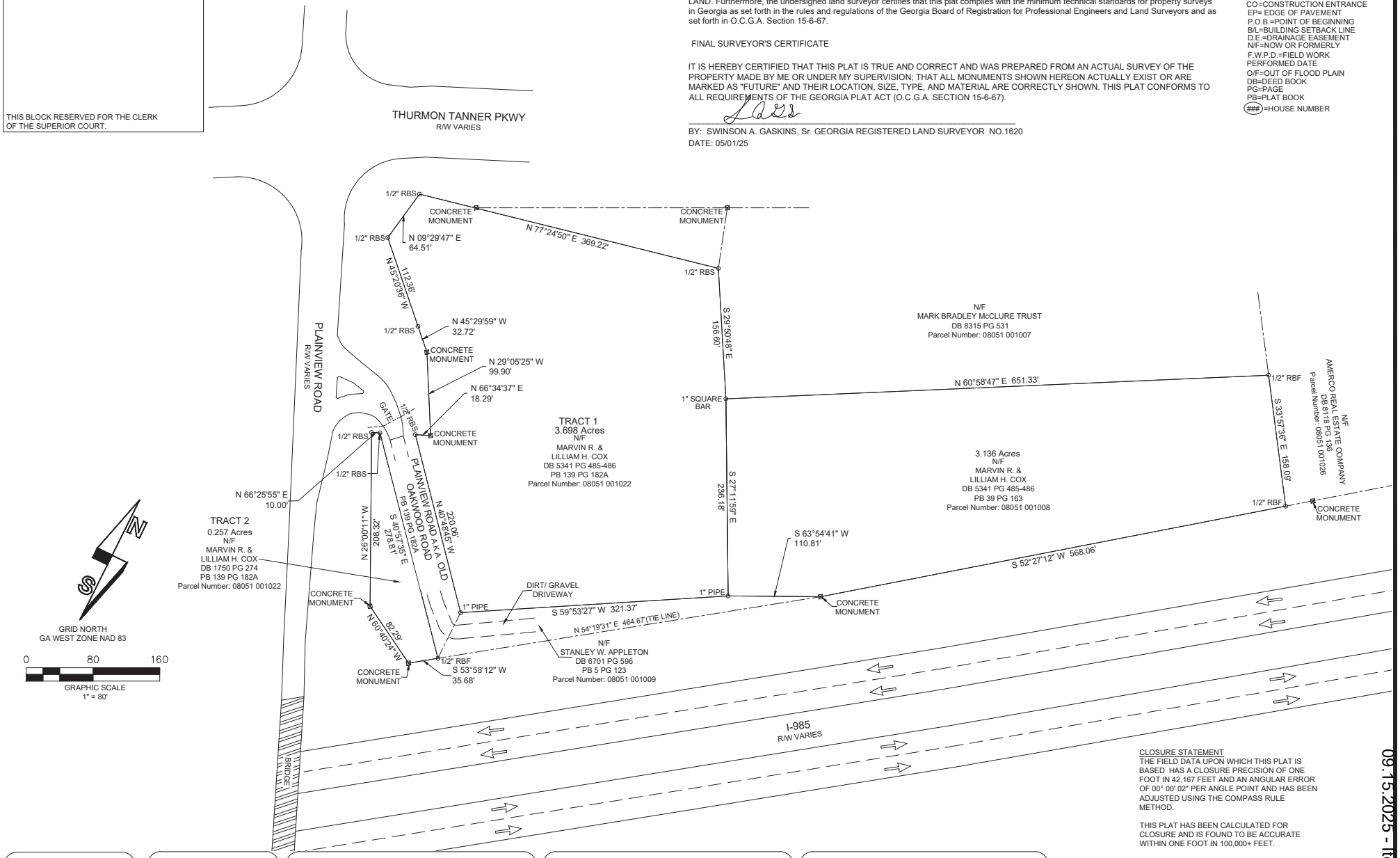
FINAL SURVEYOR'S CERTIFICATE

IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY SUPERVISION; THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST OR ARE MARKED AS "FUTURE" AND THEIR LOCATION, SIZE, TYPE, AND MATERIAL ARE CORRECTLY SHOWN. THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE GEORGIA PLAT ACT (O.C.G.A. SECTION 15-6-67).

BY: SWINSON A. GASKINS, Sr. GEORGIA REGISTERED LAND SURVEYOR NO.1620

DATE: 05/01/25

LEGEND
RBF=REBAR FOUND
RBS=REBAR SET
CTP=CRIMP TOP PIPE
L.L.=LAND LOT
L.L.L.=LAND LOT LINE
P.L.=PROPERTY LINE
CO=CONSTRUCTION ENTRANCE
EP= EDGE OF PAVEMENT
P.O.B.=POINT OF BEGINNING
B/L=BUILDING SETBACK LINE
D.E.=DRAINAGE EASEMENT
N/F=NOW OR FORMERLY
F.W.P.D.=FIELD WORK PERFORMED DATE
O/F=OUT OF FLOOD PLAIN
DB=DEED BOOK
PG=PAGE
PB=PLAT BOOK
(###)=HOUSE NUMBER



CLOSURE STATEMENT
THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 42,167 FEET AND AN ANGULAR ERROR OF 00° 00' 02" PER ANGLE POINT AND HAS BEEN ADJUSTED USING THE COMPASS RULE METHOD.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 100,000+ FEET.

ANGULAR & LINEAR MEASUREMENTS WERE OBTAINED USING A LIECA 403 TCR TOTAL STATION

FLOOD STATEMENT
ACCORDING TO FEMA FLOOD INSURANCE RATE MAP NUMBER 13139C0284G, DATED APRIL 4, 2018, THIS PROPERTY DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AREA.

Job No. PLAINVIEW	
Drawn By: R.D.G.	Reviewed By: R.M.B.
Issue Date: 05/01/25	
F.W.P.D.: 04/27/25	
Revisions	Date

GEORGIA REGISTERED No. 1620 LAND SURVEYOR SWINSON A GASKINS SR.

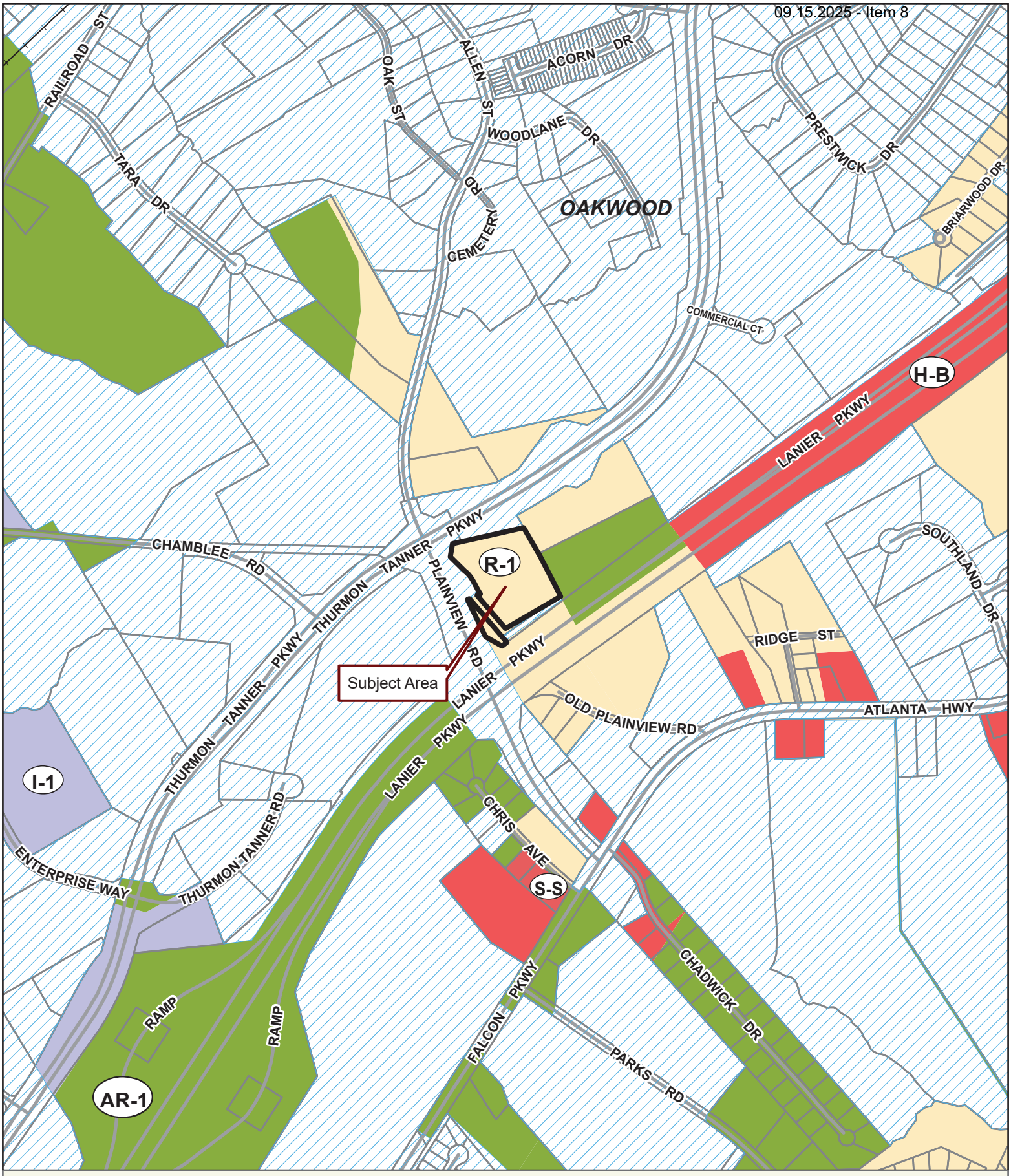
Prepared For:

MARVIN R. & LILLIAM H. COX

Land Lot 51 Of The 8th Land District
Hall County, Georgia

S.A. GASKINS & ASSOCIATES, LLC
surveyors planners development consultants
981 CAMPGROUND ROAD GRIFFIN, GA 30223
678-571-3054
rdgaskins79@gmail.com

09.15.2025 - Item 8

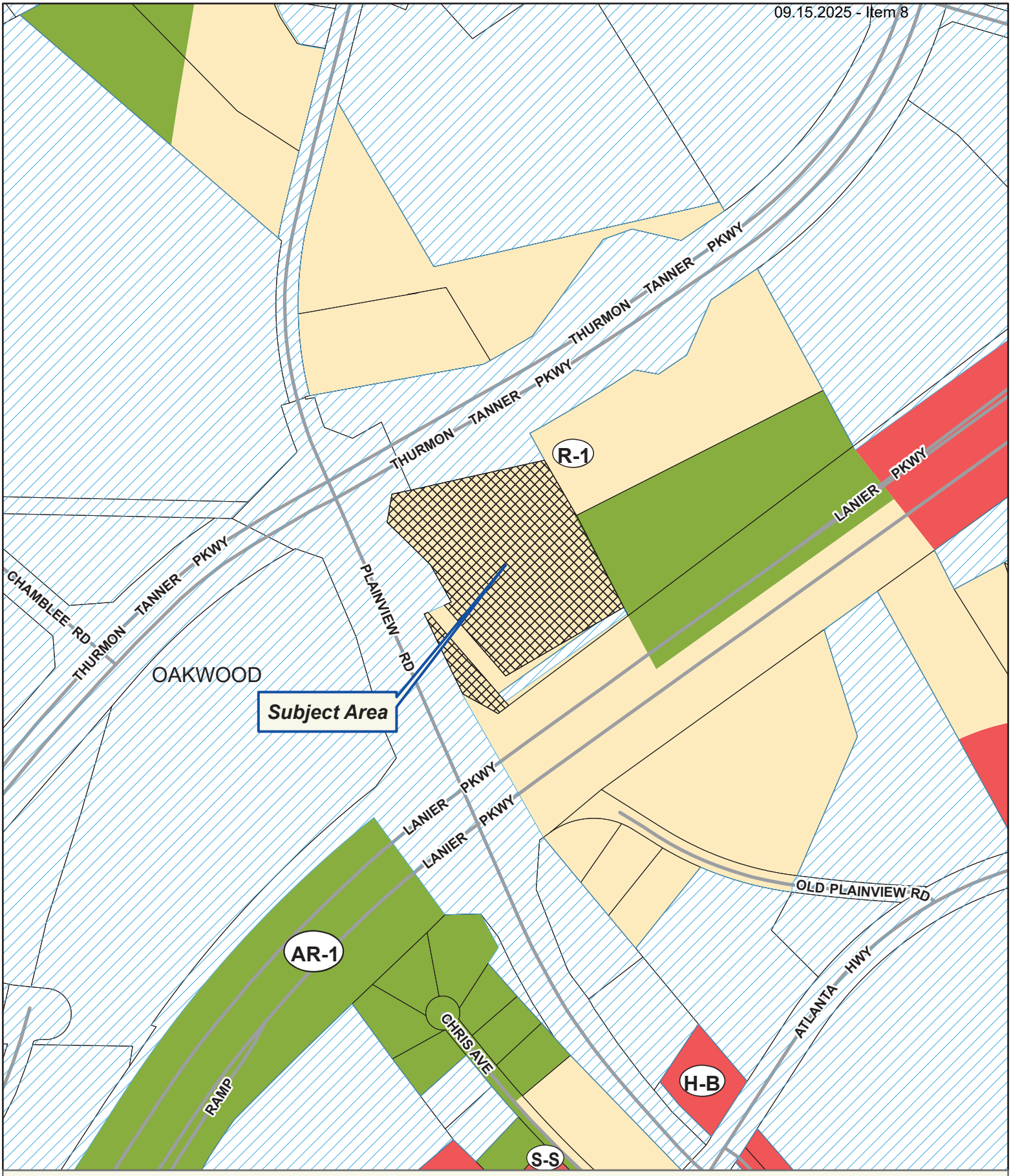


Applicant: LJA ENGINEERING, INC.
Tax Parcel #: 08051 001022
Location: 4797 PLAINVIEW ROAD, OAKWOOD, GA 30566
Commission District 1 **PC Mtg. Date: 09/15/2025**

0 200 400 800
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N



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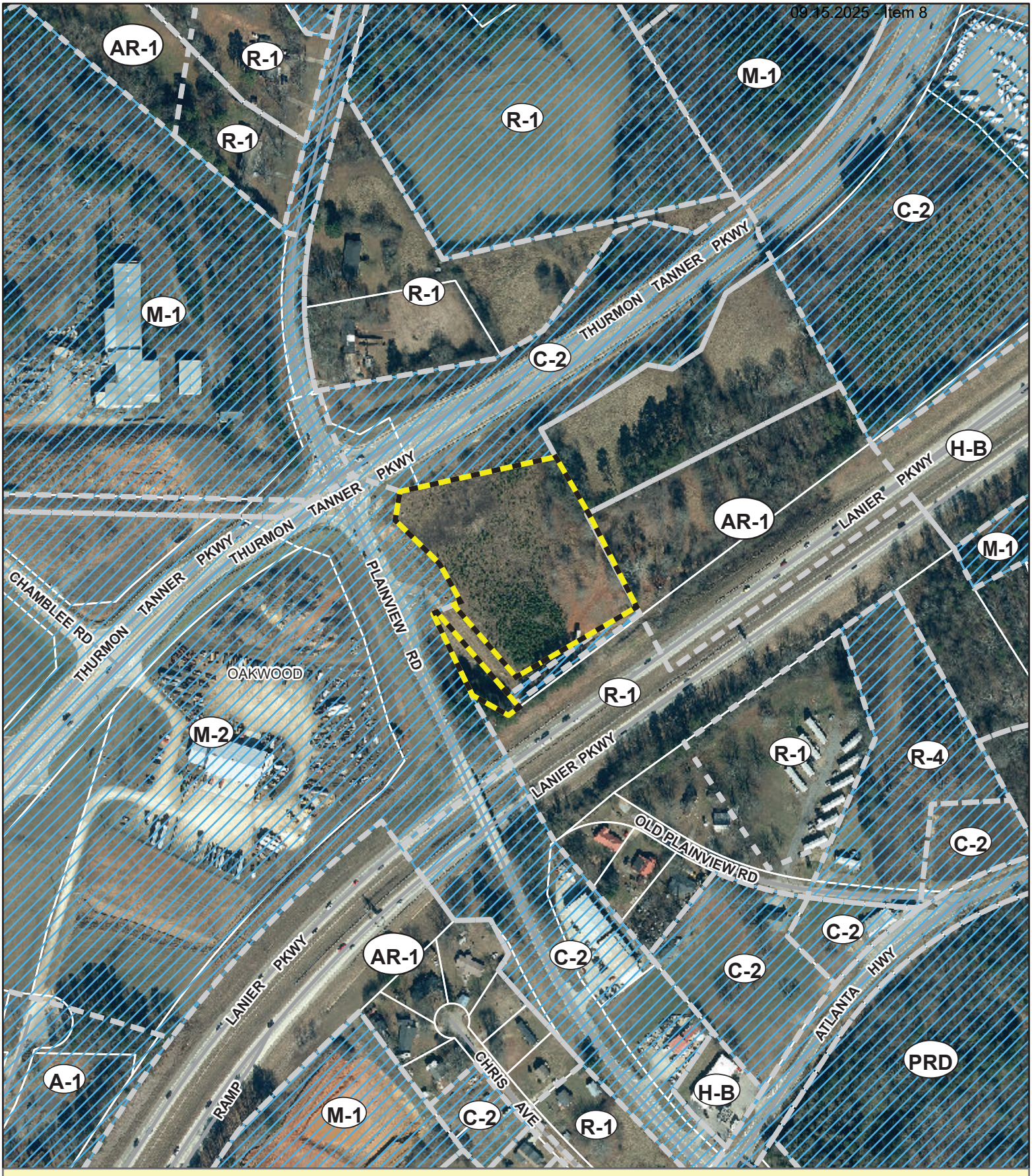
Location: 4797 PLAINVIEW ROAD, OAKWOOD, GA 30566
Commission District 1 **PC Mtg. Date: 09/15/2025**

0 75 150 300
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N



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Feet

Zoning Boundary
City Limits
Subject Area

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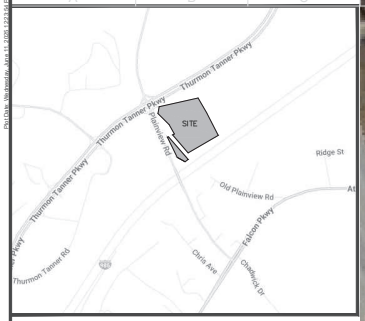

VICINITY MAP

THIS PROPERTY IS LOCATED WITHIN AN AREA OF MINIMAL FLOOD HAZARD (X) AS SHOWN ON F.I.R.M. COMMUNITY PANEL NUMBER 13139C0284G, DATED 04/04/2018.

LEGEND

- PROPOSED CONCRETE SIDEWALK
- PROPOSED CONCRETE PAVING
- PROPOSED HEAVY DUTY ASPHALT PAVING
- PROPOSED STANDARD DOT PAVING
- GDOT PAVING
- LANDSCAPE STRIP/SETBACK LINE
- PROPERTY LINE
- CURB & GUTTER
- WATER METER (W)
- TRANSFORMER PAD (T)
- ADA RAMP
- SIGN
- CONCRETE WHEEL STOP
- ADA PARKING SYMBOL
- DIRECTIONAL ARROWS
- 24" STOP BAR
- PROPOSED LIGHT POLE



SITE DATA

PARCEL ID: (REFERENCE):	085051 001022 & 08051 001008
EXISTING LAND USE:	VACANT
PROPOSED LAND USE:	CONVENIENCE STORE WITH FUEL SALES AND RETAIL
CURRENT ZONING CLASSIFICATION:	R-1 RESIDENTIAL 1
PROPOSED ZONING CLASSIFICATION:	H-B HIGHWAY BUSINESS
OVERLAY DISTRICT	GATEWAY OVERLAY
CURRENT LOCAL JURISDICTION:	HALL COUNTY
FLOOD ZONE CLASSIFICATION:	X

BUILDING DATA

C-STORE BUILDING AREA	
- GROSS FLOOR AREA	±16,000 SQ. FT.
BUILDING COVERAGE:	± 9.96%
MAX BUILDING HEIGHT (BY CODE):	50 FEET

DIRECTION	REQUIRED SETBACK	PROVIDED SETBACK
FRONT (NORTH)	30 FEET	SEE PLAN
REAR (SOUTH)	20 FEET	SEE PLAN
SIDE (EAST)	10 FEET	SEE PLAN
SIDE (WEST)	30 FEET	SEE PLAN

PROPOSED PARKING DATA

COUNTY PARKING REQUIRED:	
RETAIL SERVICE/SALES (16,000 SQFT)	
3 SPACE FOR EACH 1,000 SQUARE FEET	48 SPACES
FUEL PUMPS (6 SQFT)	
1 SPACE PER FUEL PUMP	6 SPACES
TOTAL REQUIRED	54 SPACES
PROVIDED PARKING	
STANDARD SPACES 9'x19'	51 SPACES
FUEL PUMP SPACES	12 SPACES
ACCESSIBLE SPACES 9'x19' (REQUIRED)	4 SPACES
TOTAL PARKING PROVIDED	55 SPACES

SITE NOTES

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PLANS AND SITE WORK SPECIFICATIONS AND SHALL COMPLY APPLICABLE FEDERAL, STATE AND LOCAL CODES.
2. REFERENCE ARCHITECTURAL PLANS FOR BUILDING DIMENSIONS, TRUCK DOCKS, SIDEWALKS, STEPS, TRANSFORMER PADS, ETC.
3. TOPOGRAPHIC BOUNDARY SURVEY, PROPERTY LINES, LEGAL DESCRIPTION, EXISTING UTILITIES, SITE TOPOGRAPHY WITH SPOT ELEVATIONS, OUTSTANDING PHYSICAL FEATURES AND EXISTING STRUCTURE LOCATIONS WAS PROVIDED BY THE FOLLOWING COMPANY: S.A. GASKINS & ASSOCIATES, LLC
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7. ALL STRIPED OR CURBED RADII SHALL BE 5' UNLESS OTHERWISE NOTED.
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10. CONTRACTOR SHALL OBTAIN ALL PERMITS BEFORE CONSTRUCTION BEGINS.
11. SITE CONTRACTOR SHALL SUPPLY AS-BUILT PLANS INDICATING ALL CHANGES AND DEVIATIONS.
12. ANY DEVIATION FROM THESE PLANS MAY CAUSE THE WORK TO BE UNACCEPTABLE.
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15. PROJECT SIGNAGE SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.
16. ALL CURB AND GUTTER WITHIN THE DEVELOPMENT SHALL BE 24" UNLESS OTHERWISE NOTED.
17. PARKING LOT STRIPING SHALL BE INCLUDED IN PAVING CONTRACTOR'S SCOPE FOR WORK. STRIPING WILL BE ACCORDING TO OWNER'S SPECIFICATIONS. ALL STRIPING IS TO HAVE TWO (2) COATS OF PAINT (MIN).
18. ALL TRAFFIC MARKINGS SHALL BE THERMOPLASTIC AND MEET GEORGIA DOT SPECIFICATIONS.

LJA
130 E. MAIN STREET
SUITE 204
CANTON, GA 30114
470-863-1070

GEORGIA REGISTERED No. 27020 PROFESSIONAL ENGINEER Brooke Bowler

6/11/2025
ENGINEER OF RECORD

NO.	DATE	DESCRIPTION	BY	CHK	APV

The Acorn at Plainview Rd
4797 PLAINVIEW Rd
4797 PLAINVIEW RD, OAKWOOD, GA 30566
LL 51 - DISTRICT 8, PARCEL # 085051 001022

REED CREEK FOOD MART, LLC
1176 LANFORD DRIVE SW, LILBURN, GA 30047
ASIF LAKHANI 832.640.4862

0 40' 60' 80'
SCALE: 1"=40'

ISSUE DATE: 6/11/2025
PROJECT NUMBER: 2025-039
SHEET TITLE: SITE PLAN
SHEET NUMBER: C1

09.15.2025 - Item 8

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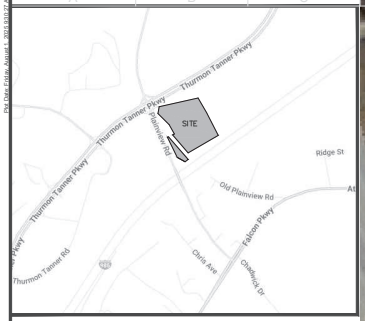

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LEGEND

- PROPOSED CONCRETE SIDEWALK
- PROPOSED CONCRETE PAVING
- PROPOSED HEAVY DUTY ASPHALT PAVING
- PROPOSED STANDARD DOT PAVING
- GDOT PAVING
- LANDSCAPE STRIP/SETBACK LINE
- PROPERTY LINE
- CURB & GUTTER
- WATER METER
- TRANSFORMER PAD
- ADA RAMP
- SIGN
- CONCRETE WHEEL STOP
- ADA PARKING SYMBOL
- DIRECTIONAL ARROWS
- 24" STOP BAR
- PROPOSED LIGHT POLE


THURMON TANNER PKWY
R/W VARIES
POSED SPEED LIMIT: 45 MPH
PLAINVIEW ROAD
POSED SPEED LIMIT: 45 MPH
PLAINVIEW ROAD AKA OLD OAKWOOD ROAD
FUEL CANOPY
PROPOSED C-STORE +/- 4,000 SF
PROPOSED RETAIL 10,000 SF
FUEL CANOPY
PROPOSED DUMPSTER
CONCRETE MONUMENT
CONCRETE MONUMENT
24" RCP
1" PIPE
1/2" REBAR
N 08°29'47" E 64.51'
N 45°00'00" E 35.72'
N 29°05'00" E 99.90'
N 88°28'58" E 10.00'
N 29°57'31" W 331.37'
N 29°57'31" W 256.06'
N 29°57'31" W 75.31'
S 29°57'31" E 256.06'
S 29°57'31" E 75.31'
S 88°28'58" W 10.00'
S 29°57'31" E 331.37'
S 29°57'31" E 256.06'
S 29°57'31" E 75.31'
S 88°28'58" W 10.00'
N 88°28'58" E



1 PROPOSED C-STORE BUILDING FRONT ELEVATION

SCALE: 1/8"=1'-0"



1 PROPOSED C-STORE BUILDING FRONT ELEVATION

SCALE: 1/8"=1'-0"

FINISH SCHEDULE

SYMB.	KEY	ITEM	MANUFACTURER	DESCRIPTION
EXTERIOR FINISHES	E_PT-1	EXTERIOR PAINT	SHERWIN WILLIAMS	SW 6383 GOLDEN RULE
	E_PT-2	EXTERIOR PAINT	SHERWIN WILLIAMS	SW 7019 GAUNTLET GRAY
	E_PT-3	EXTERIOR PAINT	SHERWIN WILLIAMS	SW 7069 IRON ORE
	E_PT-4	EXTERIOR PAINT	SHERWIN WILLIAMS	SW 6258 TRICORN BLACK
	E_SS-1	EIFS STUCCO	DRYVIT OR EQ	COLOR TO HATCH E_PT-2
	E_SS-2	EIFS STUCCO	DRYVIT OR EQ	COLOR TO HATCH E_PT-4
	E_SD-1	CONCRETE COMPOSITE SIDING	NICHIHA	SERIES: VINTAGEWOOD, COLOR: REDWOOD
	E_BR-1	LIGHT BRICK VENEER	GLEN-GERY	SILVER CITY WIRECUT WITH LIGHT GREY GROUT
	E_BR-2	DARK BRICK VENEER	GLEN-GERY	ASPHALT KLAYCOAT, WITH DARK GREY GROUT
	E_MTL-1	METAL CANOPIES	TBD	DARK BRONZE WITH ACCENT STRIP TO MATCH PT_1

FINISHES PHOTO



2 EXTERIOR FINISHES

TREINIS ARCHITECTURE
PH. 404.954.0806
EMAIL: TREINIS@GMAIL.COM
WWW.TREINIS.COM

PLAN NORTH

"THE ACORN AT PLAINVIEW RD" NEW C-STORE BUILDING DESIGN

4797 PLAINVIEW RDOAKWOOD, GA 30566

No:	Date:	Remarks:
1.	07.04.25	ISSUE FOR REVIEW

REVISIONS:

STATE OF GEORGIA
DARIA TREINIS
REGISTERED ARCHITECT

This drawing is the property of D. Treinis and shall not to be reproduced or copied in whole or part. It is not to be used on any other project and is to be returned upon request. Scales stated hereto are for reference only as normal reproduction processes may alter the accuracy of original drawings.
DESIGN TODAY 2005

DRAWING TITLE:
PROPOSED EXTERIOR ELEVATION

ISSUE DATE:
09.15.2025

DRAWN BY:
DT

SHEET NUMBER:
A1.00

09.15.2025 - Item 8

274

LAW OFFICES
CAREY, DEAL, JARRARD & WALKER
410 Bradford Street
Gainesville, GA 30503
Telephone (404) 534-7700

HALL COUNTY, Georgia
Real Estate Transfer Tax
Paid $ 100.00
Date April 16, 1992
DWIGHT S. WOOD
Clerk of Superior Court
By Marguerite D. Jones

WARRANTY DEED

STATE OF GEORGIA

COUNTY OF HALL

This Indenture made this **31st** day of **March,** in the year **One Thousand Nine Hundred Ninety-Two**, between **WILLIAMS TRANSPORT CO., INC.**, of the County of HALL, State of Georgia, as party or parties of the first part, hereinunder called Grantor, and **MARVIN R. COX and LILLIAN H. COX**, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

W I T N E S S E T H that: Grantor, for and in consideration of the sum of **TEN AND 00/100'S ($10.00) Dollars** and other good and valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

All that tract or parcel of land lying and being in Land Lot 51 of the 8th Land District of Hall County, Georgia containing 4.00 acres and being more particularly described according to a plat entitled "Plat for Marvin R. and Lillian H. Cox", dated March 31, 1992, prepared by Cross, Floyd & Associates and recorded at Plat Slide 134, page 182A, Hall County Plat Records.

This is a portion of the property conveyed to Williams Transport Company, Inc. by virtue of a warranty deed from Dan P. Cobb and Mrs. Estelle Cobb Adams, dated June 11, 1986 and recorded at deed book 992, page 259, Hall County Deed Records.

This Deed is given subject to all easements and restrictions of record, if any.

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.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

Witness

WILLIAMS TRANSPORT CO., INC.

By: Tony D. Williams - President (Seal)
TONY D. WILLIAMS, PRESIDENT

Notary Public 4-20-95

By: _____ (Seal)

(Corporate Seal)

Georgia, Hall County, Clerk Superior Court
Filed in office, this 16 day of April
19 92 at 2:15 PM. Recorded in Book 1250
Page 274 this 17 day of April, 1992
Dwight S. Wood
DWIGHT S. WOOD, Clerk

Pd. C.D.T.+W.
CK# 3127

274

LAW OFFICES
CAREY, DEAL, JARRARD & WALKER
410 Bradford Street
Gainesville, GA 30503
Telephone (404) 534-7700

HALL COUNTY, Georgia
Real Estate Transfer Tax
Paid $ 100.00
Date April 16, 1992
DWIGHT S. WOOD
Clerk of Superior Court
By Marguerite D. Jones

WARRANTY DEED

STATE OF GEORGIA

COUNTY OF HALL

This Indenture made this **31st** day of **March,** in the year **One Thousand Nine Hundred Ninety-Two**, between **WILLIAMS TRANSPORT CO., INC.**, of the County of HALL, State of Georgia, as party or parties of the first part, hereinunder called Grantor, and **MARVIN R. COX and LILLIAN H. COX**, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

W I T N E S S E T H that: Grantor, for and in consideration of the sum of **TEN AND 00/100'S ($10.00) Dollars** and other good and valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

All that tract or parcel of land lying and being in Land Lot 51 of the 8th Land District of Hall County, Georgia containing 4.00 acres and being more particularly described according to a plat entitled "Plat for Marvin R. and Lillian H. Cox", dated March 31, 1992, prepared by Cross, Floyd & Associates and recorded at Plat Slide 134, page 182A, Hall County Plat Records.

This is a portion of the property conveyed to Williams Transport Company, Inc. by virtue of a warranty deed from Dan P. Cobb and Mrs. Estelle Cobb Adams, dated June 11, 1986 and recorded at deed book 992, page 259, Hall County Deed Records.

This Deed is given subject to all easements and restrictions of record, if any.

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.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

Witness

WILLIAMS TRANSPORT CO., INC.

By: Tony D. Williams - President (Seal)
TONY D. WILLIAMS, PRESIDENT

Notary Public 4-20-95

By: _____ (Seal)

(Corporate Seal)

Georgia, Hall County, Clerk Superior Court
Filed in office, this 16 day of April
19 92 at 2:15 PM. Recorded in Book 1250
Page 274 this 17 day of April, 1992
Dwight S. Wood
DWIGHT S. WOOD, Clerk

Pd. C.D.T.+W.
CK# 3127

Property Description
PIN 08051 001022 – Tract 2

A tract or parcel of land situated in Land Lot 51, 8th District, Hall County, Georgia, and being more particularly described as follows:

COMMENCING at the northerly point of the mitered intersection of the southern right-of-way of Thurmon Tanner Parkway (variable right-of-way) and the eastern right-of-way of Plainview Road (variable right-of-way) at a ½" rebar set; Thence, along said right-of-way of Thurmon Tanner Parkway on a bearing of North 77 degrees 24 minutes 50 seconds East for a distance of 369.22 feet to a ½" rebar set; Thence, leaving said right of way on a bearing of South 29 degrees 50 minutes 48 seconds East for a distance of 156.60 feet to a 1" square bar found; Thence, on a bearing of South 27 degrees 11 minutes 59 seconds East for a distance of 236.18 feet to a 1" pipe found; Thence, on a bearing of North 63 degrees 54 minutes 41 seconds East for a distance of 110.81 feet to a concrete monument found along the right of way of I-985 (variable right-of-way); Thence, along said right of way I-985 on a bearing of South 54 degrees 19 minutes 31 seconds West for a distance of 464.67 feet to a ½" rebar found; Said point also being the POINT OF BEGINNING.

Thence, from the POINT OF BEGINNING on a bearing of South 53 degrees 58 minutes 12 seconds West for a distance of 35.68 feet to a concrete monument found along the eastern right of way of Plainview Road (variable right-of-way);

Thence, leaving said right of way of I-985 and continuing along said right of way of Plainview Road on a bearing of North 60 degrees 40 minutes 24 seconds West for a distance of 82.29 feet to a concrete monument found;

Thence, on a bearing of North 26 degrees 00 minutes 11 seconds West for a distance of 208.32 feet to a ½" rebar set;

Thence, on a bearing of North 66 degrees 25 minutes 55 seconds East for a distance of 10.00 feet to a ½" rebar set along the western right of way of Plainview Rd a.k.a. Old Oakwood Road (variable right-of-way);

Thence, leaving said right of way of Plainview Road and continuing along said right of way of Plainview Rd a.k.a. Old Oakwood Road on a bearing of South 40 degrees 57 minutes 35 seconds East for a distance of 278.81 feet to a ½" rebar found; Said point being the POINT OF BEGINNING.

The herein described tract or parcel of land contains 0.257 acre of land more or less. The above described property is subject to any and all easements, encumbrances and or land restrictions of record. And as shown on survey by S.A. Gaskins & Associates, LLC. issued on 05/01/25 and shown as Tract 2.

Outlook

RE: 4797 Plainview Rd - Parcel ID: 08051 001022

From Nick Swafford <NSwafford@gainesvillega.gov>
Date Fri 8/22/2025 2:34 PM
To Lynn Taylor (Planning) <ltaylor@hallcounty.org>; Katie L. Greenway (Planning) <klgreenway@hallcounty.org>
Cc Terry Boomer <tboomer@lja.com>; Jaeden Prasad <jprasad@lja.com>

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

Hi Lynn,

Please allow this email to serve as confirmation of water availability for the subject address. The City of Gainesville owns and operates an existing 12” DIP water main in the right-of-way of Thurmon Tanner Parkway along the frontage of the subject property. Currently the city has adequate domestic water capacity for the proposed 6,000 sqft convenience store and 10,000 sqft retail building. Please let me know if you need anything further.

Thanks,

Nick Swafford
Permitting Services & GIS Manager
Department of Water Resources

GAINESVILLE

O | 770.538.2452
www.gainesville.org

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

Outlook

HCPC Tentative Agenda 9.15.25

From Emily McGahee (Environmental Health) <emcgahee@hallcounty.org>
Date Wed 8/13/2025 9:27 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Katie L. Greenway (Planning) <klgreenway@hallcounty.org>; Beth Garmon (Planning) <bgarmon@hallcounty.org>
Cc Chad Harper (Environmental Health) <charper@hallcounty.org>; Kelly Hairston (Environmental Health) <khairston@hallcounty.org>

Please find Environmental Health comments below:

Item 1, 5019 Cagle Mill, NCP Holdings: No comment. Public Sewer.

Item 2, 4020/3886 Cornelia Hwy: No comment. Public Sewer.

Item 3, 3847 Woodlane Way, Penaloza: Septic permit OSC-10279 was issued to this site plan on July 17, 2025.

Item 4A/B/C, 6756 Spout Springs Rd, Bell: Both existing structures are served by septic systems that have been permitted, inspected, and approved by Environmental Health.

Item 5, 3400/3600 Lanier Waterside Drive, Petty: No comment.

Item 6, 5481/5489 Technology Pkwy, Top-End: 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 7, 4797 Plainview Road, LJA: Must meet all Environmental Health commercial septic system permitting requirements if able to be permitted by Environmental Health. Environmental Health can only permit residential strength wastewater; therefore, non-domestic wastewater will be required to be disposed of through public sewer or an EPD permitted system. Further determination will be made during the civil plan review process.

Item 8A/B, 0/0/4251 Simpson/3959 Greenway, Rochester: No comment. Public sewer.

Item 9A/B, 5800 Lanier Islands Pkwy, Center Capital: Please be advised that a septic repair permit was issued in 2019; however, the repair was not installed and the permit expired. The existing septic system (located northwest of the main building) is covered in its entirety with concrete. Future repair of the system will require permanent removal of the concrete in the area of repair installation.

Emily McGahee
Hall County Environmental Health

Hall County Government Center
2875 Browns Bridge Road
Mailing: PO Box 5901
Gainesville, GA 30504
(770) 531-3973 (phone)
emcgahee@hallcounty.org

http://dph.georgia.gov/environmental-health (State Website)
http://www.phdistrict2.org/HallCounty.htm (District Website)
https://www.hallcounty.org/192/Environmental-Health (County Website & Forms)

EMAIL Reader Advisory Notice: Email to and from a Georgia state agency is generally public record, except for content that is confidential under specific laws. Security by encryption is applied to all confidential information sent by email from the Georgia Department of Public Health (DPH). This message is only intended for specific recipient(s) and may contain privileged, private, or sensitive information. If you received this message in error, please delete it, and contact me.

Outlook

RE: Tentative Agenda - Monday, September 15, 2025 Hall County Planning Commission Meeting

From Nembhard, Nakia L <NNembhard@dot.ga.gov>
Date Mon 8/18/2025 1:33 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Cc Katie L. Greenway (Planning) <klgreenway@hallcounty.org>; Hash, Christopher M <CHash@dot.ga.gov>

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,

Below you will find GDOT's comments.

Thanks,

OLD BUSINESS

1. **5019 Cagle Mill Road | Rezone |** from Agricultural Residential 1 (AR-1) and Residential 1 (R-1) to Light Industrial (I-1) | on an 84.35± acre tract located on the northwest side of Cagle Mill Road, approximately 1,890 feet from its intersection with Julian Baugh Road | Zoned AR-1 & R-1; Tax Parcel 15007 000206A | **Proposed use: Uses permitted in I-1** | ** Commission District 3 | **NCP Holdings, LLC, applicant** **Will Require GDOT Coordination**

2. **4020 & 3886 Cornelia Highway, 4761 Cagle Mill Road | Special Use |** to amend conditions of zoning | on a combined 134.76 acre tract located on the southeast side of Cornelia Highway, approximately 800 feet from its intersection with Cagle Road | Zoned I-1 (GCOD); Tax Parcels 15007 000129, 000270, 000027A | **Proposed use: Uses permitted in I-1** | ** Commission District 3 | **NCP Holdings, LLC, applicant** **Will Require GDOT Coordination**

NEW BUSINESS

3. **23847 Woodlane Way | Variance to section 3.2** | to reduce the minimum yards | on a 0.66± acre tract located east of Woodlane Way approximately 30 feet from its intersection with Woodlane Circle | Zoned AR-1; Tax Parcel 10098 000019 | **Proposed use: Single-family residence** | * Commission District 2 | **Jesus and Melissa Penaloza, applicant** **Will Not Require GDOT Coordination**

4. **(A) 6756 Spout Springs Road | Variance to section 7.8.3** | ADU standards | on a 4.22± acre tract located on the west side of Spout Springs Road approximately 250 feet from its intersection with Cambridge Drive | Zoned AR-1; Tax Parcel 15042 000019 | **Proposed use: Accessory dwelling unit** | * Commission District 1 | **Joel Bell, applicant** **Will Require GDOT Coordination. GDOT Project 0015280 will be affecting development.**

(B) 6756 Spout Springs Road | Variance to section 3.2 | to reduce the minimum yards | on a 4.22± acre tract located on the west side of Spout Springs Road approximately 250 feet from its intersection with Cambridge Drive | Zoned AR-1; Tax Parcel 15042 000019 | **Proposed use: Bring the existing single-family home into compliance** | * Commission District 1 | **Joel Bell, applicant** **Will Require GDOT Coordination. GDOT Project 0015280 will be affecting development.**

(C) 6756 Spout Springs Road | Variance to section 3.2 | to reduce the minimum yards | on a 4.22± acre tract located on the west side of Spout Springs Road approximately 250 feet from its intersection with Cambridge Drive | Zoned AR-1; Tax Parcel 15042 000019 | **Proposed use: Bring an existing accessory structure into compliance** | * Commission District 1 | **Joel Bell, applicant** **Will Require GDOT Coordination. GDOT Project 0015280 will be affecting development.**

5. **3400 & 3600 Lanier Waterside Drive | Conditional Use |** on a combined 16.16± acre tract located at the terminus of North Waterworks Road | Zoned PRD; Tax Parcels 08167 005002 & 005004 | **Proposed use: Construction trailer** | * Commission District 2 | **Kyle Petty, applicant** **Will Require GDOT Coordination. Study intersection for possible new signal.**

6. **5481 & 5489 Technology Parkway | Special Use |** amend conditions of zoning | on a combined 17.08± acre tract located on the southeast side of Technology Parkway at its intersection with High Tech Drive | Zoned I-2; Tax Parcels 15028F000006 & 15028F000007 | **Proposed use: Storage lot** | ** Commission District 1 | **Top-End Motor Storage, LLC., applicant** **Will Not Require GDOT Coordination.**

7. **4797 Plainview Road | Rezone |** from Residential 1 (R-1) to Light Industrial (I-1) | on a 4.40± acre tract located on the east side of Plainview Road at its intersection with Thurmon Tanner Parkway | Zoned R-1; Tax Parcel 08051 001022 | **Proposed use: Convenience store with fuel sale**s | ** Commission District 1 | **LJA Engineering, Inc., applicant** **Will Require GDOT Coordination. No encroachment into State R/W. No increase in runoff to State R/W.**

8. **(A) 0, 0, 4251 Simpson Road & 3959 Greenway Road | Rezone |** from Planned Industrial Development (PID) and Agricultural Residential 1 (AR-1) to Residential Mixed (R-X) | on a combined 251.61± acre tract located on the west side of Simpson Road, approximately 945 feet from its intersection with Whitehall Road | Zoned PID & AR-1; Tax Parcels 15019 000001,000659, 000074 & 000063 | **Proposed use: 394-unit residential development** | ** Commission District 3 | **Rochester | DCCM, applicant** **Will Not Require GDOT Coordination. Study Intersection for possible new signal.**

(B) 0, 0, 4251 Simpson Road & 3959 Greenway Road | Conditional Use | on a combined 251.61± acre tract located on the west side of Simpson Road, approximately 945 feet from its intersection with Whitehall Road | Zoned PID & AR-1; Tax Parcels 15019 000001, 000659, 000074 & 000063 | **Proposed use: Construction trailer** | * Commission District 3 | **Rochester | DCCM, applicant** **Will Not Require GDOT Coordination**

9. **(A) 5800 Lanier Islands Parkway | Rezone |** from Planned Commercial Development (PCD) to Light Industrial (I-1) | on a 3.58± acre tract located on the south side of Lanier Islands Parkway at its intersection with Beards Road | Zoned PCD; Tax Parcel 07329 004012 | **Proposed use: Uses**

permitted in I-1 | ** Commission District 2 | **Center Capital Partners, LLC** **Will Require GDOT Coordination**

(B) 5800 Lanier Islands Parkway | Special Use | on a 3.58± acre tract located on the south side of Lanier Islands Parkway at its intersection with Beards Road | Zoned PCD; Tax Parcel 07329 004012 | **Proposed use: Outdoor storage, vehicles sale, and vehicle repair, major** | ** Commission District 2 | **Center Capital Partners, LLC** **Will Require GDOT Coordination**

Nakia Nembhard
Civil Engineer 3

GDOT Georgia Department of Transportation

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: Monday, August 18, 2025 8:20 AM
To: Niebauer, Parker J <PNiebauer@dot.ga.gov>; Nembhard, Nakia L <NNembhard@dot.ga.gov>
Cc: Katie L. Greenway (Planning) <klgreenway@hallcounty.org>
Subject: Tentative Agenda - Monday, September 15, 2025 Hall County Planning Commission Meeting

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,

I am following up regarding the needed comments for this agenda. Please let me know if you need anything else.

Thank you,

Kaitlyn Elliott
Planning Commission Clerk
Hall County Planning and Zoning
(770) 531-6810 www.hallcounty.org

HALL COUNTY
GEORGIA
We have it all in Hall

Edited by Beth Garmon 8/15/2025

Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

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

MEMORANDUM

To: Beth Garmon, Director of Planning and Zoning

From: Bill Nash, Director of Public Works and Utilities

Date: August 15, 2025

Subject: September 15, 2025 - Hall County Planning Commission Agenda

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the September 15, 2025, meeting. Upon review, we provide the following comments.

OLD BUSINESS

1. **5019 Cagle Mill Road | Rezone |** from Agricultural Residential 1 (AR-1) and Residential 1 (R-1) to Light Industrial (I-1) | on an 84.35± acre tract located on the northwest side of Cagle Mill Road, approximately 1,890 feet from its intersection with Julian Baugh Road | Zoned AR-1 & R-1; Tax Parcel 15007 000206A | **Proposed use: Uses permitted in I-1** | ** Commission District 3 | **NCP Holdings, 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 FEMA and Hall County studied Flood plains that are present onsite.
Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
North Oconee Reservoir Watershed District requires 100-foot stream buffers with a 150-foot no impervious set back on both sides of the stream as measured from the stream banks.
b. **Traffic:** Traffic impact study may be required.
Improvements to Cagle Mill Road may be required**.**
c. **Utilities:** Hall County sewer area.
12" gravity sewer is available along Cornelia Hwy on the south side.

2. **4020 & 3886 Cornelia Highway, 4761 Cagle Mill Road | Special Use |** to amend conditions of zoning | on a combined 134.76 acre tract located on the southeast side of Cornelia Highway, approximately 800 feet from its intersection with Cagle Road | Zoned I-1 (GCOD); Tax Parcels 15007 000129,

000270, 000027A | **Proposed use: Uses permitted in I-1** | ** Commission District 3 | **NCP Holdings, 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 FEMA and Hall County studied Flood plains that are present on site.
Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
North Oconee Reservoir Watershed District requires 100-foot stream buffers with a 150-foot no impervious set back on both sides of the stream as measured from the stream banks
b. **Traffic:** Traffic impact study may be required to be updated if amendments change previous uses and intensities.
c. **Utilities:** Hall County sewer area.
12" gravity sewer is available along Cornelia Hwy on the south side.

NEW BUSINESS

3. **23847 Woodlane Way | Variance to section 3.2** | to reduce the minimum yards | on a 0.66± acre tract located east of Woodlane Way approximately 30 feet from its intersection with Woodlane Circle | Zoned AR-1; Tax Parcel 10098 000019 | **Proposed use: Single-family residence** | * Commission District 2 | **Jesus and Melissa Penaloza, applicant**

a. **Engineering**: Show FEMA and Hall County studied Flood plains that are present on site.
Show stream buffer and impervious setback from wrested vegetation not centerline of stream
b. **Traffic:** No comment
c. **Utilities:** Gainesville sewer service area. No sewer nearby

4. **(A) 6756 Spout Springs Road | Variance to section 7.8.3** | ADU standards | on a 4.22± acre tract located on the west side of Spout Springs Road approximately 250 feet from its intersection with Cambridge Drive | Zoned AR-1; Tax Parcel 15042 000019 | **Proposed use: Accessory dwelling unit** | * Commission District 1 | **Joel Bell, applicant**
(B) 6756 Spout Springs Road | Variance to section 3.2 | to reduce the minimum yards | on a 4.22± acre tract located on the west side of Spout Springs Road approximately 250 feet from its intersection with Cambridge Drive | Zoned AR-1; Tax Parcel 15042 000019 | **Proposed use: Bring the existing single-family home into compliance** | * Commission District 1 | **Joel Bell, applicant**

(C) 6756 Spout Springs Road | Variance to section 3.2 | to reduce the minimum yards | on a 4.22± acre tract located on the west side of Spout Springs Road approximately 250 feet from its intersection with Cambridge Drive | Zoned AR-1; Tax Parcel 15042 000019 | **Proposed use: Bring an existing accessory structure into compliance** | * Commission District 1 | **Joel Bell, applicant**

a. **Engineering**: Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
b. **Traffic**: No comment
c. **Utilities:** Hall County sewer area
Sewer is nearby but would require an easement across 6750 and 6703.

5. **3400 & 3600 Lanier Waterside Drive | Conditional Use |** on a combined 16.16± acre tract located at the terminus of North Waterworks Road | Zoned PRD; Tax Parcels 08167 005002 & 005004 | **Proposed use: Construction trailer** | * Commission District 2 | **Kyle Petty, applicant**

a. **Engineering**: No comment
b. **Traffic:** No comment
c. **Utilities:** Buford sewer area.

6. **5481 & 5489 Technology Parkway | Special Use |** amend conditions of zoning | on a combined 17.08± acre tract located on the southeast side of Technology Parkway at its intersection with High Tech Drive | Zoned I-2; Tax Parcels 15028F000006 & 15028F000007 | **Proposed use: Storage lot** | ** Commission District 1 | **Top-End Motor Storage, 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
Show FEMA and Hall County studied Flood plains that are present on site.
b. **Traffic:** No comment
c. **Utilities:** Hall County sewer area.
No sewer in vicinity

5. **4797 Plainview Road | Rezone |** from Residential 1 (R-1) to Light Industrial (I-1) | on a 4.40± acre tract located on the east side of Plainview Road at its intersection with Thurmon Tanner Parkway | Zoned R-1; Tax Parcel 08051 001022 | **Proposed use:**

Convenience store with fuel sales | ** Commission District 1 | **LJA Engineering, Inc., applicant**

a. **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
b. **Traffic:** Traffic impact study may be required access permit required from The City of Oakwood
c. **Utilities:** Oakwood sewer service area.
Sewer is 700 feet west across Planview Rd. along the south side of Thurmon Tanner Pkwy.

7. **(A) 0, 0, 4251 Simpson Road & 3959 Greenway Road | Rezone |** from Planned Industrial Development (PID) and Agricultural Residential 1 (AR-1) to Residential Mixed (R-X) | on a combined 251.61± acre tract located on the west side of Simpson Road, approximately 945 feet from its intersection with Whitehall Road | Zoned PID & AR-1; Tax Parcels 15019 000001,000659, 000074 & 000063 | **Proposed use: 394-unit residential development** | ** Commission District 3 | **Rochester | DCCM, applicant**
(B) 0, 0, 4251 Simpson Road & 3959 Greenway Road | Conditional Use | on a combined 251.61± acre tract located on the west side of Simpson Road, approximately 945 feet from its intersection with Whitehall Road | Zoned PID & AR-1; Tax Parcels 15019 000001, 000659, 000074 & 000063 | **Proposed use: Construction trailer** | * Commission District 3 | **Rochester | DCCM, 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 FEMA and Hall County studied Flood plains that are present onsite.
Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
North Oconee Reservoir Watershed District requires 100-foot stream buffers with a 150-foot no impervious set back on both sides of the stream as measured from the stream banks
b. **Traffic:** A) Traffic impact study is required. Interjection sight distance must be met on all access points for posted speed limit.
B) no comment
c. **Utilities:** Hall County sewer service area.

Sewer service is available at 3286 Chiplan Rd but will require offsite easement to connect.

9. **(A) 5800 Lanier Islands Parkway | Rezone |** from Planned Commercial Development (PCD) to Light Industrial (I-1) | on a 3.58± acre tract located on the south side of Lanier Islands Parkway at its intersection with Beards Road | Zoned PCD; Tax Parcel 07329 004012 | **Proposed use: Uses permitted in I-1** | ** Commission District 2 | **Center Capital Partners, LLC**
(B) 5800 Lanier Islands Parkway | Special Use | on a 3.58± acre tract located on the south side of Lanier Islands Parkway at its intersection with Beards Road | Zoned PCD; Tax Parcel 07329 004012 | **Proposed use: Outdoor storage, vehicles sale, and vehicle repair, major** | ** Commission District 2 | **Center Capital Partners, LLC**

a. **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
b. **Traffic:** GDOT permit may be required
c. **Utilities:** Buford sewer area.

Outlook

Fire Comments

From John Hornick (Fire Services) <jhornick@hallcounty.org>
Date Tue 8/12/2025 3:25 PM
To Beth Garmon (Planning) <bgarmon@hallcounty.org>
Cc Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

Monday, September 15, 2025 Hall County Planning Commission Meeting

5. **4797 Plainview Road | Rezone |** from Residential 1 (R-1) to Light Industrial (I-1) | on a 4.40± acre tract located on the east side of Plainview Road at its intersection with Thurmon Tanner Parkway | Zoned R-1; Tax Parcel 08051 001022 | **Proposed use: Convenience store with fuel sale**s | ** Commission District 1 | **LJA Engineering, Inc., applicant**

   The Hall County Fire Marshal's Office considers the plan conceptual and if approved may require modifications during development review to meet fire code for fire apparatus accessibility and fire hydrant locations.

Regards,

John Hornick, NPQ Fire Service Plans Examiner 1
Lieutenant, Hall County Fire Rescue
Hall County Government
Main: 770-531-6838 | Cell: 404-597-0083
Website: www.Hallcounty.org


ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY
APPLICANT: LJA ENGINEERING, INC.
REQUEST: REZONE FROM R-1 TO I-1 FOR A CONVENIENCE STORE WITH FUEL SALES
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: SEP 15, 2025
Time: 5:15 P.M.
&
COUNTY COMMISSION
Date: OCT 23, 2025
Time: 6:00 P.M.
HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA
FOR MORE INFORMATION CALL: (770) 531-6809

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

HALL COUNTY
GEORGIA
We have it all in Hall

PUBLIC NOTICE REQUIREMENTS

Zoning regulations require that public notice must be given prior to all zoning hearings as follows:

1. The Planning Department shall publish a legal advertisement no less than 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 AUGUST 8, 2025 AND NO LATER THAN AUGUST 17, 2025.

THE ORGINAL SIGNED AFFIDAVIT MUST BE AND RETURNED TO THE PLANNING DEPARTMENT NO LATER THAN AUGUST 17, 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, ASIF LAKHANI **, hereby acknowledge that I have read and understand the sign posting requirements. I further certify that the required public notice sign was posted on** 08/12/25 **for** LJA Engineering Road Graphic

Please Print Name

Date

(Name application filed as)

Signature A. Lakhani

(The original document is required)

BOARD OF COMMISSIONERS MEETING

October 23, 2025

6:00 PM

Hall County

Hall County Government Center

2875 Browns Bridge Rd, Gainesville, Ga, 30504

REZONING REQUEST

- On behalf of Reed Creek Food Mart, LLC, we are submitting a request for the rezoning of the property located at 4797 Plainview Rd, in Hall County, GA. We are requesting the rezoning of the subject property from R-1 (Residential 1) to I-1 (Light Industrial) to allow for the development of two stand alone buildings consisting of a proposed convenience store with fuel sales, including both gasoline and diesel, and a retail building with multiple units.



4797 PLAINVIEW RD

- **PARCEL**

085051 001022

- **ACREAGE**

3.698 ACRES

- **ZONING**

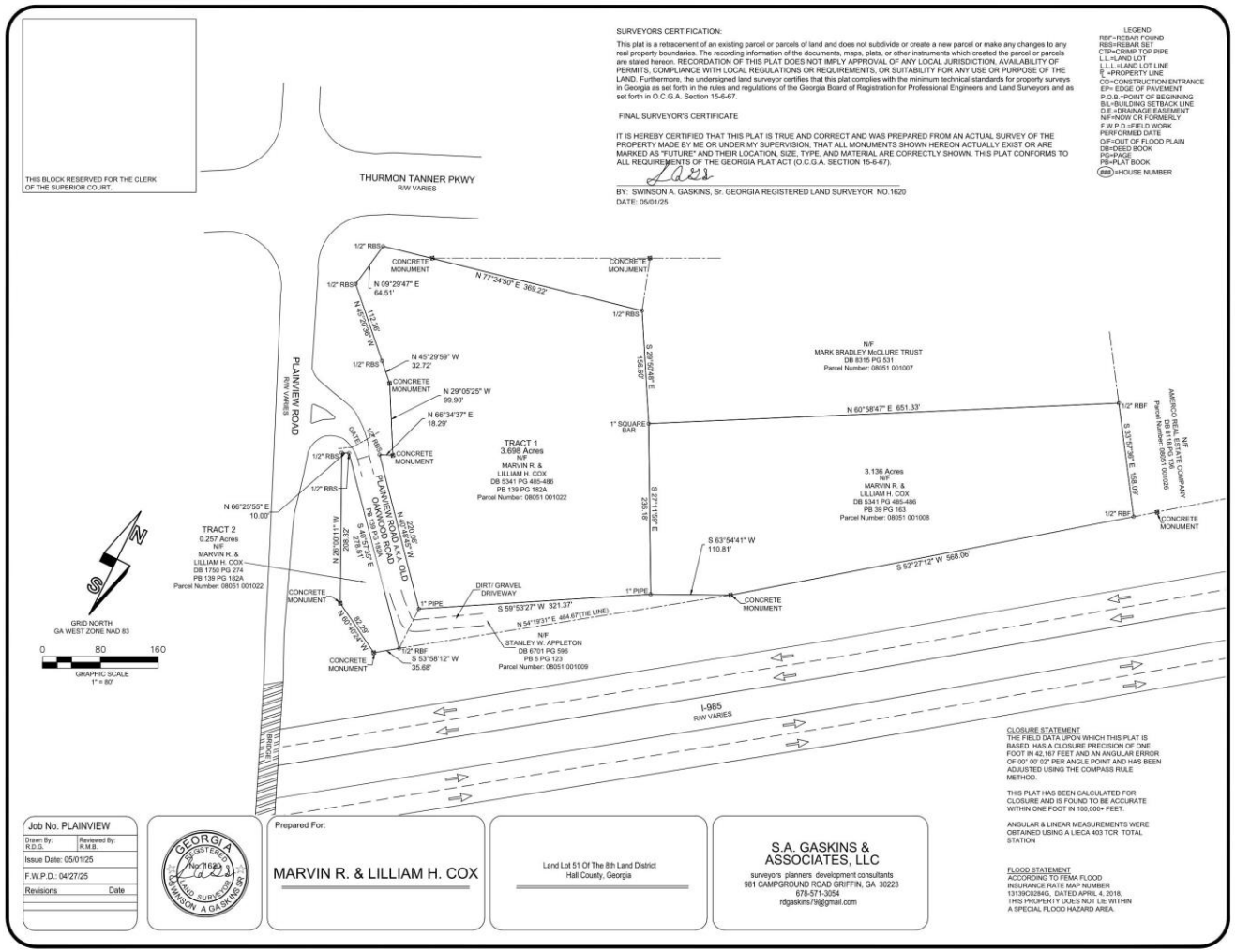
R-1 RESIDENTIAL 1

- **FLOOD ZONE**

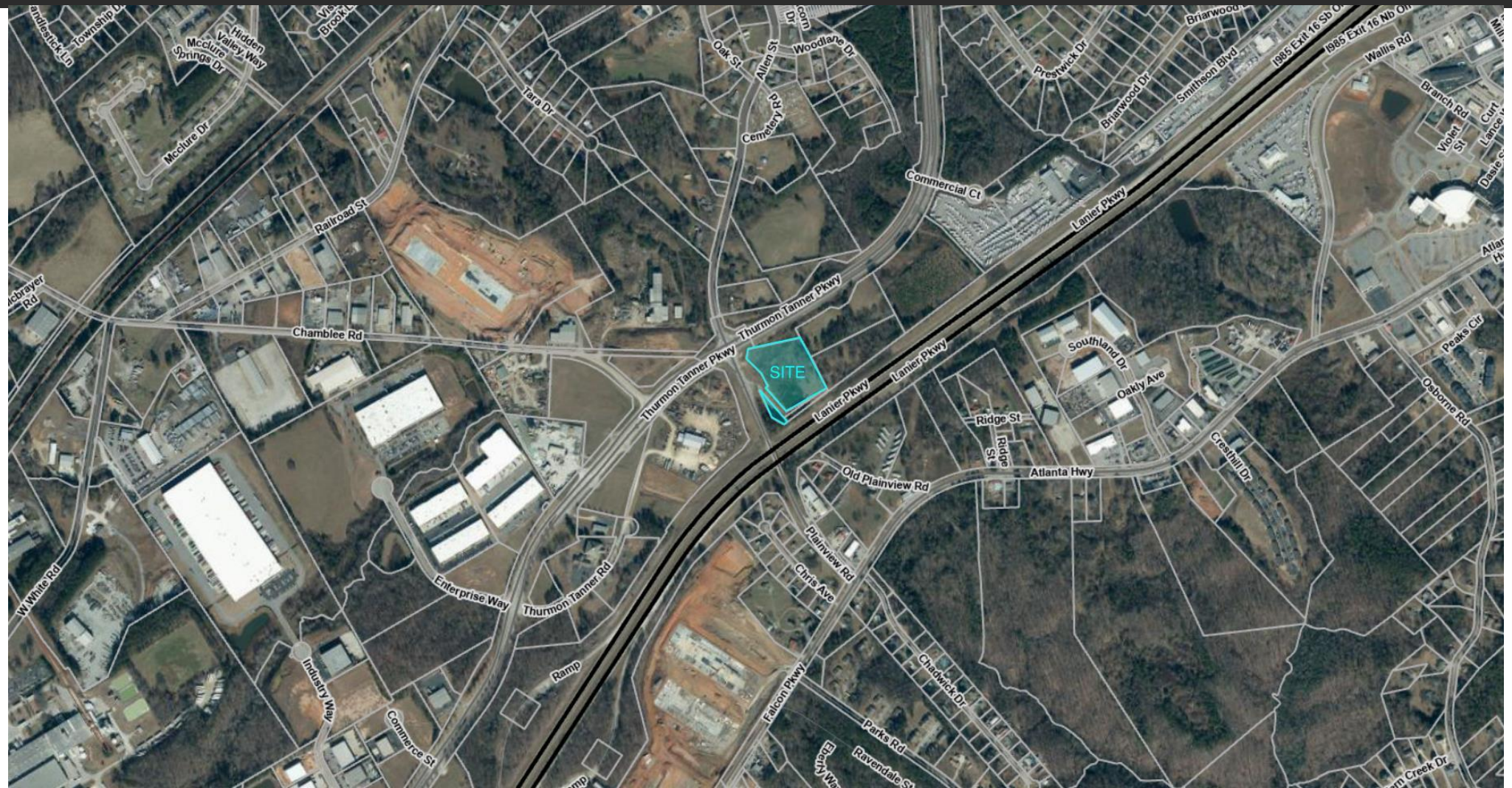
ZONE X

- **SEWER**

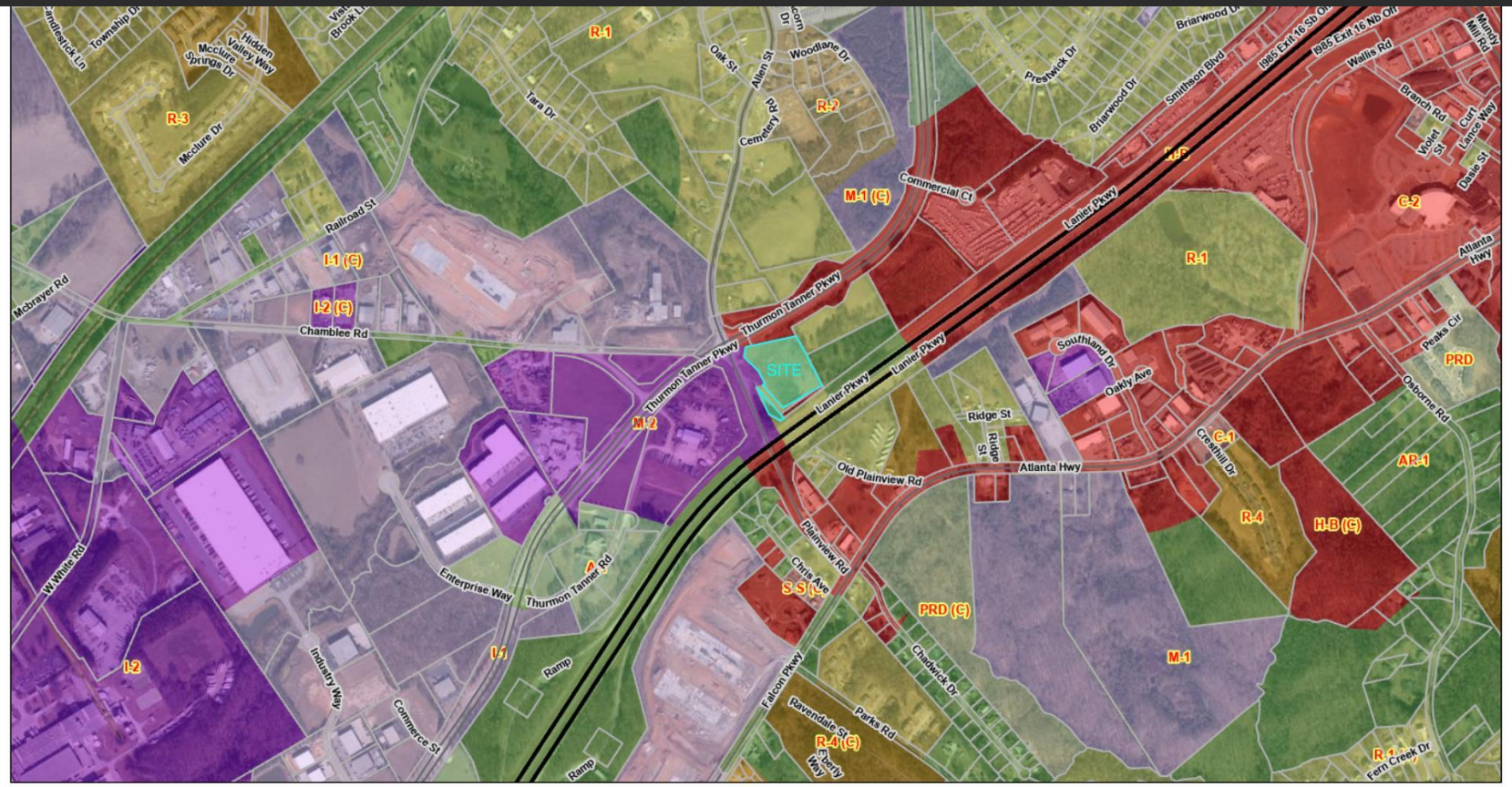
ON-SITE SEPTIC



AERIAL OF SURROUNDING AREA



ZONING MAP WITH AERIAL



10/10/2025, 10:16:18 AM

1:9,713

Parcel Boundary
Railway

Roads
Arterial-Collector
Arterial-Collector

Arterial-Collector
Interstate
Local
Counties

Hall County Zoning
AR-1
H-B
I-1
I-2
R-1
S-S

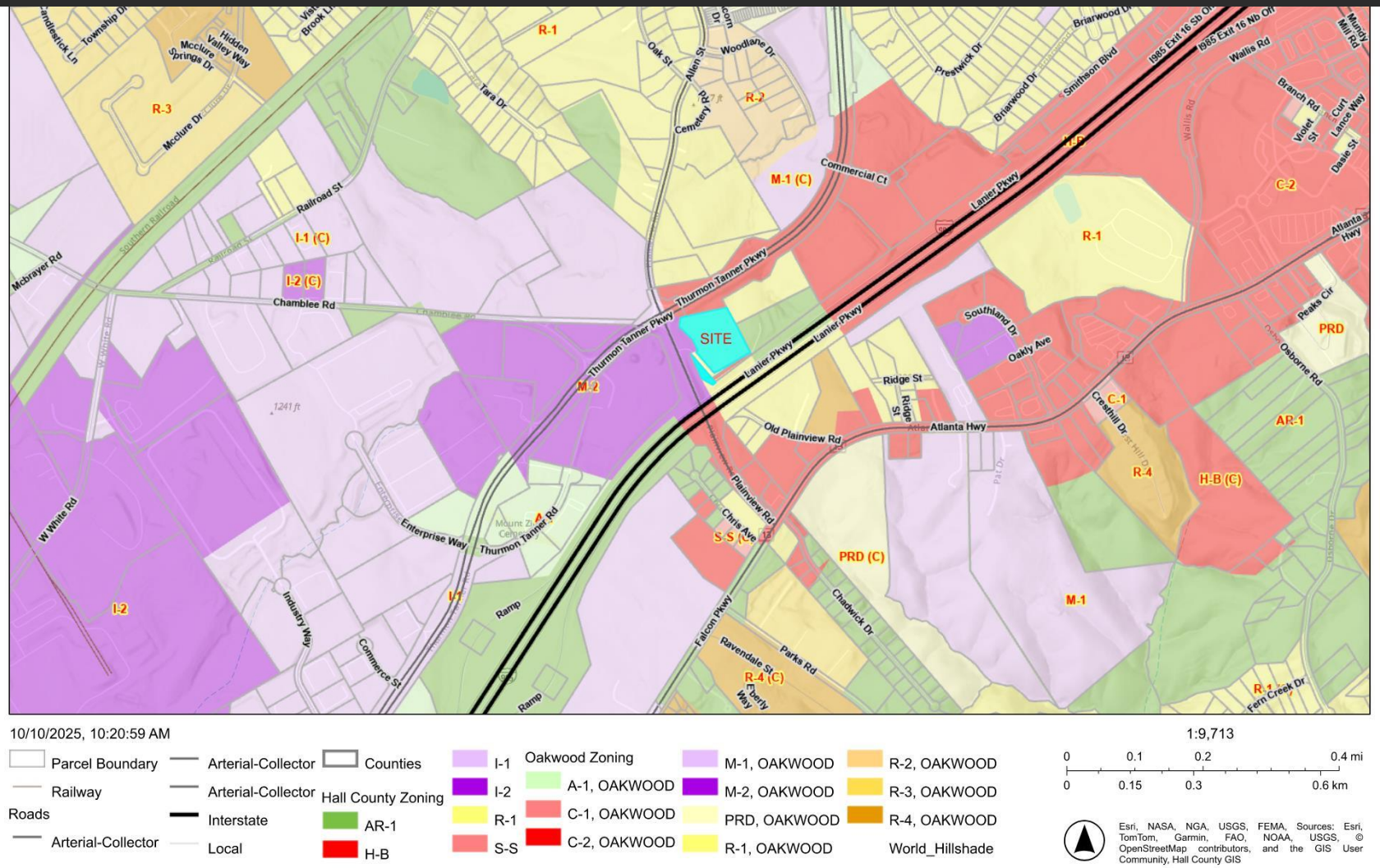
Oakwood Zoning
A-1, OAKWOOD
C-1, OAKWOOD
C-2, OAKWOOD
M-1, OAKWOOD
M-2, OAKWOOD
PRD, OAKWOOD
R-1, OAKWOOD
R-2, OAKWOOD
R-3, OAKWOOD
R-4, OAKWOOD

Aerial_2023
World_Hillshade

0 0.1 0.2 0.4 mi
0 0.15 0.3 0.6 km

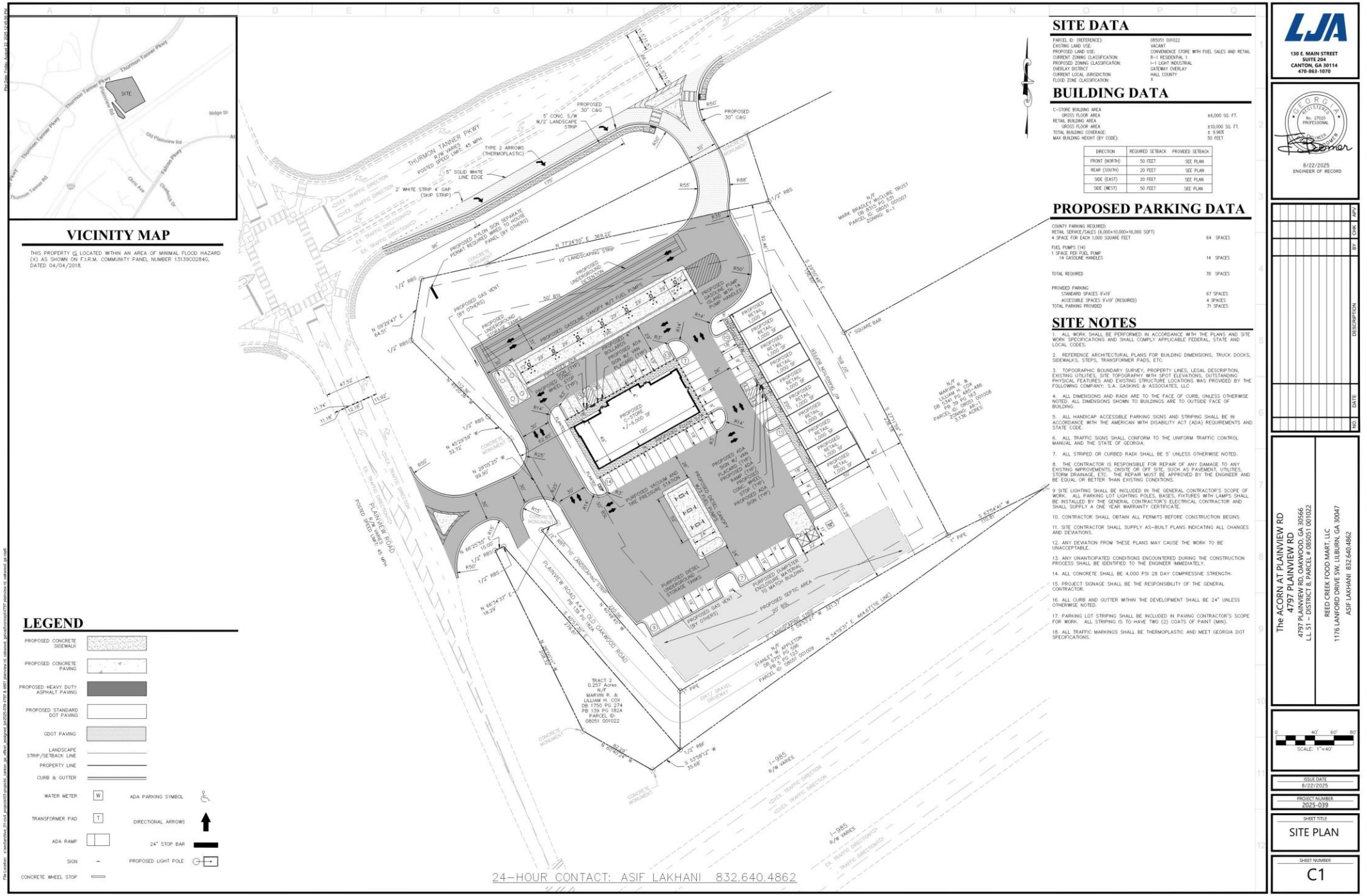
Esri, NASA, NGA, USGS, FEMA, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Hall County GIS

ZONING MAP



R-1
R-2
R-3
R-4
R-4 (C)
M-1 (C)
M-1
M-2
I-1 (C)
I-2 (C)
I-1
I-2
C-1
C-2
PRD
PRD (C)
AR-1
H-B (C)
S-S (C)
SITE
Thurmon Tanner Pkwy
Lanier Pkwy
Commercial Ct
Railroad St
Chamblee Rd
Mcbrayer Rd
W White Rd
Enterprise Way
Thurmon Tanner Rd
Industry Way
Commerce St
Ramp
Old Plainview Rd
Plainview Rd
Chris Ave
Falcon Pkwy
Ravendale St
Parks Rd
Chadwick Dr
Ridge St
Atlanta Hwy
Southland Dr
Oakly Ave
Creathill Dr
Osborne Rd
Peaks Cir
Wallis Rd
Smithson Blvd
Briarwood Dr
Prestwick Dr
Woodlane Dr
Allen St
Oak St
Tara Dr
Mcclure Dr
Mcclure Springs Dr
Hidden Valley Way
Township Dr
Candlestick Ln
Branch Rd
Violet St
Lance Way
Dasie St
Mundy Mill Rd
Fern Creek Dr
Eberly Way
Southern Railroad
1241 ft
10/10/2025, 10:20:59 AM
Parcel Boundary
Railway
Roads
Arterial-Collector
Arterial-Collector
Arterial-Collector
Interstate
Local
Counties
Hall County Zoning
AR-1
H-B
I-1
I-2
R-1
S-S
Oakwood Zoning
A-1, OAKWOOD
C-1, OAKWOOD
C-2, OAKWOOD
M-1, OAKWOOD
M-2, OAKWOOD
PRD, OAKWOOD
R-1, OAKWOOD
R-2, OAKWOOD
R-3, OAKWOOD
R-4, OAKWOOD
World_Hillshade
1:9,713
0 0.1 0.2 0.4 mi
0 0.15 0.3 0.6 km
Esri, NASA, NGA, USGS, FEMA, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Hall County GIS

SITE PLAN:



SITE DATA

PARCEL ID: (REFERENCE):	085051 001022
EXISTING LAND USE:	VACANT
PROPOSED LAND USE:	CONVENIENCE STORE WITH FUEL SALES AND RETAIL
CURRENT ZONING CLASSIFICATION:	R-1 RESIDENTIAL 1
PROPOSED ZONING CLASSIFICATION:	I-1 LIGHT INDUSTRIAL
OVERLAY DISTRICT	GATEWAY OVERLAY
CURRENT LOCAL JURISDICTION	HALL COUNTY
FLOOD ZONE CLASSIFICATION:	X

BUILDING DATA

C-STORE BUILDING AREA	
GROSS FLOOR AREA	±6,000 SQ. FT.
RETAIL BUILDING AREA	
GROSS FLOOR AREA	±10,000 SQ. FT.
TOTAL BUILDING COVERAGE:	± 9.96%
MAX BUILDING HEIGHT (BY CODE):	50 FEET

DIRECTION	REQUIRED SETBACK	PROVIDED SETBACK
FRONT (NORTH)	50 FEET	SEE PLAN
REAR (SOUTH)	20 FEET	SEE PLAN
SIDE (EAST)	20 FEET	SEE PLAN
SIDE (WEST)	50 FEET	SEE PLAN

PROPOSED PARKING DATA

COUNTY PARKING REQUIRED:	
RETAIL SERVICE/SALES (6,000+10,000=16,000 SQFT)	
4 SPACE FOR EACH 1,000 SQUARE FEET	64 SPACES
FUEL PUMPS (14)	
1 SPACE PER FUEL PUMP	
14 GASOLINE HANDLES	14 SPACES
TOTAL REQUIRED	78 SPACES
PROVIDED PARKING	
STANDARD SPACES 9'x19'	67 SPACES
ACCESSIBLE SPACES 9'x19' (REQUIRED)	4 SPACES
TOTAL PARKING PROVIDED	71 SPACES

SITE NOTES

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PLANS AND SITE WORK SPECIFICATIONS AND SHALL COMPLY APPLICABLE FEDERAL, STATE AND LOCAL CODES.
2. REFERENCE ARCHITECTURAL PLANS FOR BUILDING DIMENSIONS, TRUCK DOCKS, SIDEWALKS, STEPS, TRANSFORMER PADS, ETC.
3. TOPOGRAPHIC BOUNDARY SURVEY, PROPERTY LINES, LEGAL DESCRIPTION, EXISTING UTILITIES, SITE TOPOGRAPHY WITH SPOT ELEVATIONS, OUTSTANDING PHYSICAL FEATURES AND EXISTING STRUCTURE LOCATIONS WAS PROVIDED BY THE FOLLOWING COMPANY: S.A. GASKINS & ASSOCIATES, LLC.
4. ALL DIMENSIONS AND RADII ARE TO THE FACE OF CURB, UNLESS OTHERWISE NOTED. ALL DIMENSIONS SHOWN TO BUILDINGS ARE TO OUTSIDE FACE OF BUILDING.
5. ALL HANDICAP ACCESSIBLE PARKING SIGNS AND STRIPING SHALL BE IN ACCORDANCE WITH THE AMERICAN WITH DISABILITY ACT (ADA) REQUIREMENTS AND STATE CODE.
6. ALL TRAFFIC SIGNS SHALL CONFORM TO THE UNIFORM TRAFFIC CONTROL MANUAL AND THE STATE OF GEORGIA.
7. ALL STRIPED OR CURBED RADII SHALL BE 5' UNLESS OTHERWISE NOTED.
8. THE CONTRACTOR IS RESPONSIBLE FOR REPAIR OF ANY DAMAGE TO ANY EXISTING IMPROVEMENTS, ONSITE OR OFF SITE, SUCH AS PAVEMENT, UTILITIES, STORM DRAINAGE, ETC. THE REPAIR MUST BE APPROVED BY THE ENGINEER AND BE EQUAL OR BETTER THAN EXISTING CONDITIONS.
9. SITE LIGHTING SHALL BE INCLUDED IN THE GENERAL CONTRACTOR'S SCOPE OF WORK. ALL PARKING LOT LIGHTING POLES, BASES, FIXTURES WITH LAMPS SHALL BE INSTALLED BY THE GENERAL CONTRACTOR'S ELECTRICAL CONTRACTOR AND SHALL SUPPLY A ONE YEAR WARRANTY CERTIFICATE.
10. CONTRACTOR SHALL OBTAIN ALL PERMITS BEFORE CONSTRUCTION BEGINS.
11. SITE CONTRACTOR SHALL SUPPLY AS-BUILT PLANS INDICATING ALL CHANGES AND DEVIATIONS.
12. ANY DEVIATION FROM THESE PLANS MAY CAUSE THE WORK TO BE UNACCEPTABLE.
13. ANY UNANTICIPATED CONDITIONS ENCOUNTERED DURING THE CONSTRUCTION PROCESS SHALL BE IDENTIFIED TO THE ENGINEER IMMEDIATELY.
14. ALL CONCRETE SHALL BE 4,000 PSI 28 DAY COMPRESSIVE STRENGTH.
15. PROJECT SIGNAGE SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.
16. ALL CURB AND GUTTER WITHIN THE DEVELOPMENT SHALL BE 24" UNLESS OTHERWISE NOTED.
17. PARKING LOT STRIPING SHALL BE INCLUDED IN PAVING CONTRACTOR'S SCOPE FOR WORK. ALL STRIPING IS TO HAVE TWO (2) COATS OF PAINT (MIN).
18. ALL TRAFFIC MARKINGS SHALL BE THERMOPLASTIC AND MEET GEORGIA DOT SPECIFICATIONS.

24-HOUR CONTACT: ASIF LAKHANI 832.640.4862

LJA
130 E. MAIN STREET
SUITE 204
CANTON, GA 30114
470-863-1070

GEORGIA REGISTERED No. 37020 PROFESSIONAL ENGINEER
8/22/2025
ENGINEER OF RECORD

NO.	DATE	DESCRIPTION	BY	CHK	APP

The ACORN AT PLAINVIEW RD
4797 PLAINVIEW RD
4797 PLAINVIEW RD, OAKWOOD, GA 30566
LL 51 - DISTRICT 8, PARCEL # 085051 001022

REED CREEK FOOD MART, LLC
1176 LANFORD DRIVE SW, LILBURN, GA 30047
ASIF LAKHANI 832.640.4862

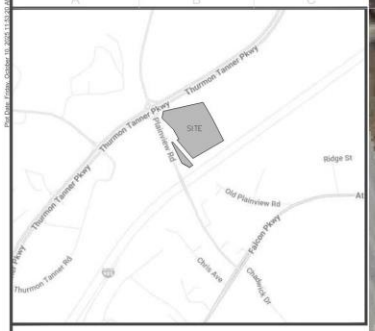
0 40' 60' 80'
SCALE: 1"=40'

ISSUE DATE
8/22/2025

PROJECT NUMBER
2025-039

SHEET TITLE
SITE PLAN

SHEET NUMBER
C1



VICINITY MAP

THIS PROPERTY IS LOCATED WITHIN AN AREA OF MINIMAL FLOOD HAZARD (X) AS SHOWN ON F.I.R.M. COMMUNITY PANEL NUMBER 13139C0284G, DATED 04/04/2018.

LEGEND

- PROPOSED CONCRETE SIDEWALK
- PROPOSED CONCRETE PAVING
- PROPOSED HEAVY DUTY ASPHALT PAVING
- PROPOSED STANDARD DOT PAVING
- GDOT PAVING
- LANDSCAPE STRIP/SETBACK LINE
- PROPERTY LINE
- CURB & GUTTER
- WATER METER
- TRANSFORMER PAD
- ADA RAMP
- SIGN
- CONCRETE WHEEL STOP
- ADA PARKING SYMBOL
- DIRECTIONAL ARROWS
- 24" STOP BAR
- PROPOSED LIGHT POLE



SITE DATA

PARCEL ID: (REFERENCE):	085051 001022
EXISTING LAND USE:	VACANT
PROPOSED LAND USE:	CONVENIENCE STORE WITH FUEL SALES AND RETAIL
CURRENT ZONING CLASSIFICATION:	R-1 RESIDENTIAL 1
PROPOSED ZONING CLASSIFICATION:	I-1 LIGHT INDUSTRIAL
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CURRENT LOCAL JURISDICTION:	HALL COUNTY
FLOOD ZONE CLASSIFICATION:	X

BUILDING DATA

C-STORE BUILDING AREA	
GROSS FLOOR AREA	±6,000 SQ. FT.
RETAIL BUILDING AREA	
GROSS FLOOR AREA	±10,000 SQ. FT.
TOTAL BUILDING COVERAGE:	± 9.96%
MAX BUILDING HEIGHT (BY CODE):	50 FEET

DIRECTION	REQUIRED SETBACK	PROVIDED SETBACK
FRONT (NORTH)	50 FEET	SEE PLAN
REAR (SOUTH)	20 FEET	SEE PLAN
SIDE (EAST)	20 FEET	SEE PLAN
SIDE (WEST)	50 FEET	SEE PLAN

PROPOSED PARKING DATA

COUNTY PARKING REQUIRED:	
RETAIL SERVICE/SALES (6,000+10,000=16,000 SQFT)	
4 SPACE FOR EACH 1,000 SQUARE FEET	64 SPACES
FUEL PUMPS (12)	
1 SPACE PER FUEL PUMP	
12 GASOLINE HANDLES	12 SPACES
TOTAL REQUIRED	76 SPACES
PROVIDED PARKING	
STANDARD SPACES 9'x19'	67 SPACES
ACCESSIBLE SPACES 9'x19' (REQUIRED)	4 SPACES
TOTAL PARKING PROVIDED	71 SPACES

SITE NOTES

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LJA
130 E. MAIN STREET
SUITE 204
CANTON, GA 30114
470-863-1070

GEORGIA REGISTERED No. 27020 PROFESSIONAL ENGINEER

10/10/2025
ENGINEER OF RECORD

NO	DATE	DESCRIPTION	BY	CHK	APV

The ACORN AT PLAINVIEW RD
4797 PLAINVIEW RD
4797 PLAINVIEW RD, OAKWOOD, GA 30566
LL-51 - DISTRICT 8, PARCEL # 085051 001022

REED CREEK FOOD MART, LLC
1176 LANFORD DRIVE SW, LILBURN, GA 30047
ASIF LAKHANI 832.640.4862

0' 40' 60' 80'
SCALE: 1"=40'

ISSUE DATE
10/10/2025

PROJECT NUMBER
2025-039

SHEET TITLE
SITE PLAN

SHEET NUMBER
C1



1 PROPOSED C-STORE BUILDING FRONT ELEVATION SCALE: 1/8"=1'-0"



1 PROPOSED C-STORE BUILDING FRONT ELEVATION SCALE: 1/8"=1'-0"

FINISH SCHEDULE

SYMB.	KEY	ITEM	MANUFACTURER	DESCRIPTION
	E_PT-1	EXTERIOR PAINT	SHERWIN WILLIAMS	SW 6383 GOLDEN RULE
	E_PT-2	EXTERIOR PAINT	SHERWIN WILLIAMS	SW 7019 GAUNTLET GRAY
	E_PT-3	EXTERIOR PAINT	SHERWIN WILLIAMS	SW 7069 IRON ORE
	E_PT-4	EXTERIOR PAINT	SHERWIN WILLIAMS	SW 6258 TRICORN BLACK
	E_SS-1	EIFS STUCCO	DRYVIT OR EQ	COLOR TO MATCH E_PT-2
	E_SS-2	EIFS STUCCO	DRYVIT OR EQ	COLOR TO MATCH E_PT-4
	E_SD-1	CONCRETE COMPOSITE SIDING	NICHIHA	SERIES: VINTAGEWOOD, COLOR: REDWOOD
	E_BR-1	LIGHT BRICK VENEER	GLEN-GERY	SILVER CITY WIRECUT, WITH LIGHT GREY GROUT
	E_BR-2	DARK BRICK VENEER	GLEN-GERY	ASPHALT KLAYCOAT, WITH DARK GREY GROUT
	E_MTL-1	METAL CANOPIES	TBD	DARK BRONZE WITH ACCENT STRIP TO MATCH PT_1

EXTERIOR FINISHES

FINISHES PHOTO



2 EXTERIOR FINISHES

TREINIS ARCHITECTURE
PH. 404.954.0806
EMAIL: TREINIS@GMAIL.COM
WWW.TREINIS.COM

PLAN NORTH

"THE ACORN AT PLAINVIEW RD"
NEW C-STORE BUILDING DESIGN

4797 PLAINVIEW RDOAKWOOD, GA 30566

No:	Date:	Remarks:
1.	07.04.25	ISSUE FOR REVIEW

REVISIONS:

STATE OF GEORGIA
DARIA TREINIS
CERTIFICATE NO. 0001512
REGISTERED ARCHITECT

This drawing is the property of D. Treinis and is not to be reproduced or copied in whole or in part. It is not to be used on any other project and is to be returned upon request. Scales as stated herein are for reference only as normal reproduction processes may alter the accuracy of original drawings.
DESIGN TODAY 2005

DRAWING TITLE:
PROPOSED EXTERIOR ELEVATION

ISSUE DATE:

DRAWN BY:
DT

SHEET NUMBER:
A1.00

QUESTIONS & CONCERNS

AGENDA ITEM

Public Works and Utilities

REPORT TO: **Work Session (10/20/25)**

REPORT TO: **Voting Meeting (10/23/25)**

ITEM NO: 470/2025

SUBJECT: Approve the single source preventative maintenance agreement for large equipment repair services for Public Works & Utilities to Yancey Bros. Co. of Atlanta, GA. The estimated annual cost is $160,000.00.

Meetings:

Work Session Date: 10/20/25 **Voting Meeting Date:** 10/23/25

Executive Summary:

Presenter: JG

Recommendation:
Approve.

Purpose of Request:
Approve the single source preventative maintenance agreement for large equipment repair services for Public Works & Utilities to Yancey Bros. Co. of Atlanta, GA. The estimated annual cost is $160,000.00.

History:
Yancey/CAT is the only vendor able to do most maintenance/repair work as well as all re-do undercarriages, re-builds and other major work on their equipment since their parts/equipment is proprietary.

Facts and Issues:
Yancey has provided PM and regular maintenance work on the heavy equipment that we have as our equipment are CAT heavy equipment and their PM/Maintenance, parts, etc. are proprietary.

Options:

Funding Requested	$ 160,000.00
Are funds within current budget?	Yes
Source of Funds	Solid Waste Fund
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Buyer	Submit	Approve	Purchasing
CB	JS	JS	AY
Budget	**Finance**	**Attorney**	**Administration**
JM	TS	JL	CR
Clerk			
JR			

Attachments:

Financial Supplement
Yancey Bros Executed Maintenance Contract
Yancey Preventative Maintenance Labor Rates
Single Source

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 470/2025

Funds Requested: $ 160,000.00

Request Budgeted: Yes

Proposed Source of Funding:

Solid Waste Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	540-SOLID WASTE FUND	4530-LANDFILL	522200-REPAIRS AND MAINTENANCE	$160,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: BK

Phone: 770-531-6800

PM AGREEMENT

PARTS, FLUIDS, LABOR & TRAVEL

YANCEY BROS. CO. PREVENTATIVE MAINTENANCE AGREEMENT

CUSTOMER ACCOUNT NAME: Hall County Landfill CUSTOMER NO: 903856 QUOTE NO: 35488

PM CONTACT (NAME, EMAIL & PHONE): QUOTE DATE: 8/12/2025

Model	Serial	Starting Hours	Agreement Length (Month/Hours)	Service Hr Intervals	Total Pre-Paid Price	Cost Per Hour Price*	Pay Per Service Price*
MH3024	KH440059	999	12/1,000	500	$4,084.62	$4.08	See accompanying service price list

* The cost per hour pricing and pay per service pricing set forth in this agreement may be subject to periodic adjustment during the term of the agreement to account for cost increases, as detailed in the terms and conditions (see reverse side).

YANCEY RESPONSIBILITIES
Parts, Fluids, Labor & Travel Included To service oil compartments at recommended oil OMM intervals
Track And Schedule P.M. Services
Visual Walk-Around Inspection With Machine-Specific Checklist
Check All Fluid Levels All Compartments, Top Off. Three (3) gallons included
Change Oil And Filters In Accordance With Mfg. Lubrication & Maintenance Guide
Perform Scheduled Oil Sampling (SOS) All Compartments
Change Primary/Secondary Air Filter @ 1000 Hours
Change Fuel Filters / Water Separator
Grease Entire Machine
Dispose Of Used Oil And Used Filters
Change Air Conditioning Filters As Needed For An Additional Charge
Personal Consultation On Abnormal Oil Samples And Problems Detected Or Checklist
Maintain Records Of All PM Service History

CUSTOMER RESPONSIBILITES
Install a Telematics System, Product Link or Equivalent
Grease Machine and Check Oil Levels Daily Top off as necessary with fluids meeting OEM
Perform 10, 50, 100 and 250 Hour Maintenance As outlined in the lubrication and maintenance manual
Perform All Cooling System Maintenance As Required By Lubrication And Maintenance Manual
Make Machine Available For PM Service Upon Arrival Of PM Technician, in a safe environment
Machine must be located in the state of Georgia
Maintain a Working Product Link system if installed

Condition Monitoring service is included with Yancey's premium PM agreements

Our C.M. analyst will manage the following fleet services:

- Track hours and schedule services in advance and on time
- Ensure the correct PM service level is performed
- Monitor health & utilization by sending event reports daily and providing monthly reports

Terms of Agreement: This agreement is subject to all Yancey Bros. Co. ("Yancey") standard terms and conditions set forth on the reverse side.

CUSTOMER INITIALS: ____

THIS AGREEMENT IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. **BILLING:**
   - If customer elects pre-paid billing, Yancey will generate an invoice up front for the entire agreement term for each serial number at the applicable pre-paid price.
   - If customer elects cost per hour billing, Yancey will generate an invoice each month for each serial number for the previous billing period hourly usage at the applicable cost per hour price (i.e., usage hours multiplied by applicable cost per hour rate).
   - If customer elects pay per service billing, Yancey will generate an invoice for each service for each serial number at the time of the service at the applicable pay per service price.

2. **PRICE ADJUSTMENTS:** The cost per hour pricing and pay per service pricing set forth in this agreement are guaranteed for a period of six months from the agreement start date. Upon each six-month anniversary of the agreement start date during the agreement term (including any renewal term), Yancey may, at its option, increase the cost per hour pricing and pay per service pricing then in effect under this agreement by the percentage increase in U.S. Bureau of Labor Producer Price Index WPUFD42 (PPI Commodity data for Final demand, not seasonally adjusted) (the "PPI") over the immediately preceding six-month period, provided that the PPI increased by at least two percent over such six-month period.

3. **EXCLUSIONS:** This agreement does not include any of the following:
   - Price above does not include taxes
   - Any repairs other than Preventative Maintenance as outlined in the respective equipment manufacturer's lubrication and maintenance guide
   - Routine adjustments like adjusting engine valve
   - Replacement cab filters, hoses, clamps, bulbs, nuts, bolts, etc.
   - Replacement filters such as engine air or fuel filters outside of the normal scheduled interval (250 and 500 hour interval PM services do not include engine air filter replacement)
   - Replacement Tier 4 type machine diesel particulate filter and components

4. **WARRANTY INFORMATION:** Yancey warrants the work performed to be free from defects in material and workmanship for a period of ninety days. Yancey's obligation under this warranty shall be limited to the repair or replacement at Yancey's premises of those new parts previously installed or labor previously performed demonstrated to be defective. Substandard repair work may be performed upon request of customer and according to customer's instructions, but such work will carry absolutely no warranty whatsoever. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE LIMITED WARRANTY EXPRESSLY SET FORTH HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, BY YANCEY WITH RESPECT TO ANY WORK PERFORMED HEREUNDER, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THE LIMITED WARRANTY REMEDY EXPRESSLY SET FORTH HEREIN SHALL CONSTITUTE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND YANCEY'S SOLE AND EXCLUSIVE LIABILITY, ARISING OUT OF OR RELATING TO ANY WORK PERFORMED HEREUNDER. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT NO PROMISE, WARRANTY, REPRESENTATION, OR AGREEMENT OF ANY KIND OR NATURE, WRITTEN OR ORAL, HAS BEEN MADE BY YANCEY AT VARIANCE WITH OR IN ADDITION TO THE LIMITED WARRANTY EXPRESSLY SET FORTH HEREIN.

5. **LIMITATION OF LIABILITY:** CUSTOMER ACKNOWLEDGES AND AGREES THAT YANCEY'S RESPONSIBILITIES UNDER THIS AGREEMENT ARE LIMITED TO THE PROVISION OF THE GOODS AND/OR SERVICES SPECIFICALLY OUTLINED HEREIN AND THAT YANCEY DOES NOT GUARANTEE THE DETECTION OR REPLACEMENT OF WORN OUT, DEFECTIVE, OR MALFUNCTIONING PARTS. FURTHER, CUSTOMER ACKNOWLEDGES AND AGREES, TO THE EXTENT PERMITTED BY LAW, THAT YANCEY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES OF ANY KIND OR NATURE (INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF ANTICIPATED PROFITS, LOSS OF TIME, OR OTHER ECONOMIC LOSS OR ANY INJURY TO PERSON OR PROPERTY) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE FURNISHING, FUNCTIONING, OR USE OF ANY GOODS OR SERVICES PROVIDED HEREUNDER, REGARDLESS OF THE CAUSE OF ACTION OR THEORY OR LIABILITY AND REGARDLESS OF WHETHER YANCEY HAS BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. **AUTOMATIC RENEWAL:** This agreement shall automatically renew for successive periods of one year each (each, a renewal term) unless and until either party cancels the agreement. Agreement shall not automatically renew more than four times. If customer previously elected pre-paid billing, upon renewal the agreement will convert to pay per service billing at the applicable pay per service pricing in effect as of the renewal date, unless customer again elects pre-paid billing or otherwise elects a different billing option. If customer previously elected cost per hour billing or pay per service billing, upon renewal the agreement will continue with the same billing method at the applicable pricing in effect as of the renewal date.

7. **CANCELLATION:** This agreement can be canceled at any time by either party by providing written notice of cancellation (email is sufficient) to the other party. In the event of early cancellation, the account will be reconciled, and any charges due Yancey will be payable in full at that time and any credits due to the customer will be due to the customer at that time.

8. **APPLICABLE LAW:** This agreement shall be deemed to be governed by the laws of the State of Georgia.

9. **TELEMATICS:** To the extent that the customer's machine is equipped with Product Link%u2122, customer understands that data concerning the machine, its condition, and its operation is being transmitted by Product Link%u2122 to Caterpillar Inc. its affiliates ("Caterpillar") and/or its dealers to better serve our customers and to improve upon Caterpillar products and services. The information transmitted may include: machine serial number, machine location, and operational data, including but not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments. Caterpillar will not sell or rent collected information to any other third party and will exercise reasonable efforts to keep the information secure. Caterpillar recognizes and respects customer privacy. Customer agrees to allow this data to be accessed by Caterpillar and/or its dealers. Any e-mail addresses obtained as part of this agreement by Yancey will remain the private property of Yancey.

10. **FORCE MAJEURE:** No party to this agreement shall be held responsible for delays or failure in performance resulting from an act beyond that

party's reasonable control. Such acts include but are not limited to the following: strikes or other labor disputes, lockouts, Acts of God, material shortages, riots, acts of war, governmental regulations imposed after the fact, fire, earthquakes, and other natural disasters. In the event of an occurrence giving rise to a delay or failure, the party whose performance is delayed or prevented shall give prompt written notice to the other party stating the particulars and all efforts to overcome the delay or failure. The time of performance shall be extended by the period of any such delay.

Customer Signature: _____ Date: _____

Yancey Bros. Co. Signature: _____ Date: 10-14-2025

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

PM AGREEMENT

PARTS, FLUIDS, LABOR & TRAVEL

YANCEY BROS. CO. PREVENTATIVE MAINTENANCE AGREEMENT

CUSTOMER ACCOUNT NAME: **Hall County Landfill** CUSTOMER NO: **903856** QUOTE NO: **35488**

PM CONTACT (NAME, EMAIL & PHONE): QUOTE DATE: **8/12/2025**

Model	Serial	Starting Hours	Agreement Length (Month/Hours)	Service Hr Intervals	Total Pre-Paid Price	Cost Per Hour Price*	Pay Per Service Price*
MH3024	**KH440059**	**999**	**24 | 1,000**	**500**	**$4,084.62**	**$4.08**	**See accompanying service price list**

* The cost per hour pricing and pay per service pricing set forth in this agreement may be subject to periodic adjustment during the term of the agreement to account for cost increases, as detailed in the terms and conditions (see reverse side).

YANCEY RESPONSIBILITIES
Parts, Fluids, Labor & Travel Included To service oil compartments at recommended oil OMM intervals
Track And Schedule P.M. Services
Visual Walk-Around Inspection With Machine-Specific Checklist
Check All Fluid Levels All Compartments, Top Off. Three (3) gallons included
Change Oil And Filters In Accordance With Mfg. Lubrication & Maintenance Guide
Perform Scheduled Oil Sampling (SOS) All Compartments
Change Primary/Secondary Air Filter @ 1000 Hours
Change Fuel Filters / Water Separator
Grease Entire Machine
Dispose Of Used Oil And Used Filters
Change Air Conditioning Filters As Needed For An Additional Charge
Personal Consultaion On Abnormal Oil Samples And Problems Detected Or Checklist
Maintain Records Of All PM Service History

CUSTOMER RESPONSIBILITES
Install a Telematics System, Product Link or Equivalent
Grease Machine and Check Oil Levels Daily Top off as necessary with fluids meeting OEM
Perform 10, 50, 100 and 250 Hour Maintenance As outlined in the lubrication and maintenance manual
Perform All Cooling System Maintenance As Required By Lubrication And Maintenance Manual
Make Machine Available For PM Service Upon Arrival Of PM Technician, in a safe environment
Machine must be located in the state of Georgia
Maintain a Working Product Link system if installed

Condition Monitoring service is included with Yancey's premium PM agreements

Our C.M. analyst will manage the following fleet services:

- Track hours and schedule services in advance and on time
- Ensure the correct PM service level is performed
- Monitor health & utilization by sending event reports daily and providing monthly reports

Terms of Agreement: This agreement is subject to all Yancey Bros. Co. ("Yancey") standard terms and conditions set forth on the reverse side.

CUSTOMER INITIALS: ____

THIS AGREEMENT IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. **BILLING:**
   - If customer elects pre-paid billing, Yancey will generate an invoice up front for the entire agreement term for each serial number at the applicable pre-paid price.
   - If customer elects cost per hour billing, Yancey will generate an invoice each month for each serial number for the previous billing period hourly usage at the applicable cost per hour price (i.e., usage hours multiplied by applicable cost per hour rate).
   - If customer elects pay per service billing, Yancey will generate an invoice for each service for each serial number at the time of the service at the applicable pay per service price.

2. **PRICE ADJUSTMENTS:** The cost per hour pricing and pay per service pricing set forth in this agreement are guaranteed for a period of six months from the agreement start date. Upon each six-month anniversary of the agreement start date during the agreement term (including any renewal term), Yancey may, at its option, increase the cost per hour pricing and pay per service pricing then in effect under this agreement by the percentage increase in U.S. Bureau of Labor Producer Price Index WPUFD42 (PPI Commodity data for Final demand, not seasonally adjusted) (the "PPI") over the immediately preceding six-month period, provided that the PPI increased by at least two percent over such six-month period.

3. **EXCLUSIONS:** This agreement does not include any of the following:
   - Price above does not include taxes
   - Any repairs other than Preventative Maintenance as outlined in the respective equipment manufacturer's lubrication and maintenance guide
   - Routine adjustments like adjusting engine valve
   - Replacement cab filters, hoses, clamps, bulbs, nuts, bolts, etc.
   - Replacement filters such as engine air or fuel filters outside of the normal scheduled interval (250 and 500 hour interval PM services do not include engine air filter replacement)
   - Replacement Tier 4 type machine diesel particulate filter and components

4. **WARRANTY INFORMATION:** Yancey warrants the work performed to be free from defects in material and workmanship for a period of ninety days. Yancey's obligation under this warranty shall be limited to the repair or replacement at Yancey's premises of those new parts previously installed or labor previously performed demonstrated to be defective. Substandard repair work may be performed upon request of customer and according to customer's instructions, but such work will carry absolutely no warranty whatsoever. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE LIMITED WARRANTY EXPRESSLY SET FORTH HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, BY YANCEY WITH RESPECT TO ANY WORK PERFORMED HEREUNDER, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THE LIMITED WARRANTY REMEDY EXPRESSLY SET FORTH HEREIN SHALL CONSTITUTE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND YANCEY'S SOLE AND EXCLUSIVE LIABILITY, ARISING OUT OF OR RELATING TO ANY WORK PERFORMED HEREUNDER. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT NO PROMISE, WARRANTY, REPRESENTATION, OR AGREEMENT OF ANY KIND OR NATURE, WRITTEN OR ORAL, HAS BEEN MADE BY YANCEY AT VARIANCE WITH OR IN ADDITION TO THE LIMITED WARRANTY EXPRESSLY SET FORTH HEREIN.

5. **LIMITATION OF LIABILITY:** CUSTOMER ACKNOWLEDGES AND AGREES THAT YANCEY'S RESPONSIBILITIES UNDER THIS AGREEMENT ARE LIMITED TO THE PROVISION OF THE GOODS AND/OR SERVICES SPECIFICALLY OUTLINED HEREIN AND THAT YANCEY DOES NOT GUARANTEE THE DETECTION OR REPLACEMENT OF WORN OUT, DEFECTIVE, OR MALFUNCTIONING PARTS. FURTHER, CUSTOMER ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL YANCEY BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES OF ANY KIND OR NATURE (INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF ANTICIPATED PROFITS, LOSS OF TIME, OR OTHER ECONOMIC LOSS OR ANY INJURY TO PERSON OR PROPERTY) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE FURNISHING, FUNCTIONING, OR USE OF ANY GOODS OR SERVICES PROVIDED HEREUNDER, REGARDLESS OF THE CAUSE OF ACTION OR THEORY OR LIABILITY AND REGARDLESS OF WHETHER YANCEY HAS BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. **AUTOMATIC RENEWAL:** This agreement shall automatically renew for successive periods of two years each (each, a renewal term) unless and until either party cancels the agreement. If customer previously elected pre-paid billing, upon renewal the agreement will convert to pay per service billing at the applicable pay per service pricing in effect as of the renewal date, unless customer again elects pre-paid billing or otherwise elects a different billing option. If customer previously elected cost per hour billing or pay per service billing, upon renewal the agreement will continue with the same billing method at the applicable pricing in effect as of the renewal date.

7. **CANCELLATION:** This agreement can be canceled at any time by either party by providing written notice of cancellation (email is sufficient) to the other party. In the event of early cancellation, the account will be reconciled, and any charges due Yancey will be payable in full at that time and any credits due to the customer will be due to the customer at that time.

8. **APPLICABLE LAW:** This agreement shall be deemed to be governed by the laws of the State of Georgia.

9. **TELEMATICS:** To the extent that the customer's machine is equipped with Product Link%u2122, customer understands that data concerning the machine, its condition, and its operation is being transmitted by Product Link%u2122 to Caterpillar Inc. its affiliates ("Caterpillar") and/or its dealers to better serve our customers and to improve upon Caterpillar products and services. The information transmitted may include: machine serial number, machine location, and operational data, including but not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments. Caterpillar will not sell or rent collected information to any other third party and will exercise reasonable efforts to keep the information secure. Caterpillar recognizes and respects customer privacy. Customer agrees to allow this data to be accessed by Caterpillar and/or its dealers. Any e-mail addresses obtained as part of this agreement by Yancey will remain the private property of Yancey.

10. **FORCE MAJEURE:** No party to this agreement shall be held responsible for delays or failure in performance resulting from an act beyond that

party's reasonable control. Such acts include but are not limited to the following: strikes or other labor disputes, lockouts, Acts of God, material shortages, riots, acts of war, governmental regulations imposed after the fact, fire, earthquakes, and other natural disasters. In the event of an occurrence giving rise to a delay or failure, the party whose performance is delayed or prevented shall give prompt written notice to the other party stating the particulars and all efforts to overcome the delay or failure. The time of performance shall be extended by the period of any such delay.

Customer Signature: _____ Date: _____

Yancey Bros. Co. Signature: _____ Date: _____

Quote Collection ID:29503
Quote ID:37646

5/15/2025

Make	Model	Serial Number or Range	Start Hours
Caterpillar	MH3024	FM400001 - FM499999	0

Travel Zone	Service Interval	Agreement Term	Agreement Usage
51 - 75 miles	500 Hours	12 Months	2,000 Hours

Quote Detail

	Pricing	Discount	Additional Charges	Total
Initial Service 0 hours / 0 months	$0.00	$0.00	$0.00	**$0.00**
A Service 500 hours / 3 months	$1,209.15	$0.00	$608.00	**$1,817.15**
B Service 1,000 hours / 6 months	$1,543.80	$0.00	$608.00	**$2,151.80**
C Service 1,500 hours / 9 months	$1,792.46	$0.00	$608.00	**$2,400.46**
D Service 2,000 hours / 12 months	$2,170.30	$0.00	$608.00	**$2,778.30**

Additional Charges

Description	Cost	For
Travel Zone Charge	$518.00	All
Environmental Charge	$25.00	All
Top Off Fluids	$40.00	All
Technology Fee	$25.00	All

Cost Per Hour

$4.57

Pre-paid Price

$9,147.71

PM AGREEMENT

PARTS, FLUIDS, LABOR & TRAVEL

YANCEY BROS. CO. PREVENTATIVE MAINTENANCE AGREEMENT

CUSTOMER ACCOUNT NAME: **Hall County Landfill** CUSTOMER NO: **903856** QUOTE NO: **26869**

PM CONTACT (NAME, EMAIL & PHONE): QUOTE DATE: **3/16/2023**

Model	Serial	Starting Hours	Agreement Length (Month/Hours)	Service Hr Intervals	Total Pre-Paid Price	Cost Per Hour Price*	Equal Pay Per Service Price*	Pay Per Service Price*
826K	2T600233	0	60 | 10,000	500	$80,197.88	$8.02	$4,009.89	See accompanying service price list

* The cost per hour pricing, equal pay per service pricing, and pay per service pricing set forth in this agreement may be subject to periodic adjustment during the term of the agreement to account for cost increases, as detailed in the terms and conditions (see reverse side).

YANCEY RESPONSIBILITIES
Parts, Fluids, Labor & Travel Included To service oil compartments at recommended oil OMM intervals
Track And Schedule P.M. Services
Visual Walk-Around Inspection With Machine-Specific Checklist
Check All Fluid Levels All Compartments, Top Off. Three (3) gallons included
Change Oil And Filters In Accordance With Mfg. Lubrication & Maintenance Guide
Perform Scheduled Oil Sampling (SOS) All Compartments
Change Primary/Secondary Air Filter @ 500 Hours
Change Fuel Filters / Water Separator
Grease Entire Machine
Dispose Of Used Oil And Used Filters
Change Air Conditioning Filters @ 500 Hours Cab Pressurizer Air Filter @ 1000 Hours
Personal Consultaion On Abnormal Oil Samples And Problems Detected Or Checklist
Maintain Records Of All PM Service History

CUSTOMER RESPONSIBILITES
Install a Telematics System, Product Link or Equivalent
Grease Machine and Check Oil Levels Daily Top off as necessary with fluids meeting OEM
Perform 10, 50, 100 and 250 Hour Maintenance As outlined in the lubrication and maintenance manual
Perform All Cooling System Maintenance As Required By Lubrication And Maintenance Manual
Make Machine Available For PM Service Upon Arrival Of PM Technician, in a safe environment
Machine must be located in the state of Georgia
Maintain a Working Product Link system if installed

Condition Monitoring service is included with Yancey's premium PM agreements

Our C.M. analyst will manage the following fleet services:

- Track hours and schedule services in advance and on time
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- Monitor health & utilization by sending event reports daily and providing monthly reports

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CUSTOMER INITIALS: ____

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   - If customer elects cost per hour billing, Yancey will generate an invoice each month for each serial number for the previous billing period hourly usage at the applicable cost per hour price (i.e., usage hours multiplied by applicable cost per hour rate).
   - If customer elects equal pay per service billing, Yancey will generate an invoice for each service for each serial number at the time of the service at the applicable equal pay per service price.
   - If customer elects pay per service billing, Yancey will generate an invoice for each service for each serial number at the time of the service at the applicable pay per service price.

2. **PRICE ADJUSTMENTS:** The cost per hour pricing, equal pay per service pricing, and pay per service pricing set forth in this agreement are guaranteed for a period of six months from the agreement start date. Upon each six-month anniversary of the agreement start date during the agreement term (including any renewal term), Yancey may, at its option, increase the cost per hour pricing, equal pay per service pricing, and pay per service pricing then in effect under this agreement by the percentage increase in U.S. Bureau of Labor Producer Price Index WPUFD42 (PPI Commodity data for Final demand, not seasonally adjusted) (the "PPI") over the immediately preceding six-month period, provided that the PPI increased by at least two percent over such six-month period.

3. **EXCLUSIONS:** This agreement does not include any of the following:
   - Any repairs other than Preventative Maintenance as outlined in the respective equipment manufacturer's lubrication and maintenance guide
   - Routine adjustments like adjusting engine valve
   - Replacement cab filters, hoses, clamps, bulbs, nuts, bolts, etc.
   - Replacement filters such as engine air or fuel filters outside of the normal scheduled interval (250 and 500 hour interval PM services do not include engine air filter replacement)
   - Replacement Tier 4 type machine diesel particulate filter and components

4. **WARRANTY INFORMATION:** Yancey warrants the work performed to be free from defects in material and workmanship for a period of ninety days. Yancey's obligation under this warranty shall be limited to the repair or replacement at Yancey's premises of those new parts previously installed or labor previously performed demonstrated to be defective. Substandard repair work may be performed upon request of customer and according to customer's instructions, but such work will carry absolutely no warranty whatsoever. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE LIMITED WARRANTY EXPRESSLY SET FORTH HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, BY YANCEY WITH RESPECT TO ANY WORK PERFORMED HEREUNDER, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THE LIMITED WARRANTY REMEDY EXPRESSLY SET FORTH HEREIN SHALL CONSTITUTE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND YANCEY'S SOLE AND EXCLUSIVE LIABILITY, ARISING OUT OF OR RELATING TO ANY WORK PERFORMED HEREUNDER. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT NO PROMISE, WARRANTY, REPRESENTATION, OR AGREEMENT OF ANY KIND OR NATURE, WRITTEN OR ORAL, HAS BEEN MADE BY YANCEY AT VARIANCE WITH OR IN ADDITION TO THE LIMITED WARRANTY EXPRESSLY SET FORTH HEREIN.

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6. **AUTOMATIC RENEWAL:** This agreement shall automatically renew for successive periods of two years each (each, a renewal term) unless and until either party cancels the agreement. If customer previously elected pre-paid billing, upon renewal the agreement will convert to pay per service billing at the applicable pay per service pricing in effect as of the renewal date, unless customer again elects pre-paid billing or otherwise elects a different billing option. If customer previously elected cost per hour billing, equal pay per service billing, or pay per service billing, upon renewal the agreement will continue with the same billing method at the applicable pricing in effect as of the renewal date.

7. **CANCELLATION:** This agreement can be canceled at any time by either party by providing written notice of cancellation (email is sufficient) to the other party. In the event of early cancellation, the account will be reconciled, and any charges due Yancey will be payable in full at that time and any credits due to the customer will be due to the customer at that time.

8. **APPLICABLE LAW:** This agreement shall be deemed to be governed by the laws of the State of Georgia.

9. **TELEMATICS:** To the extent that the customer's machine is equipped with Product Link%u2122, customer understands that data concerning the machine, its condition, and its operation is being transmitted by Product Link%u2122 to Caterpillar Inc. its affiliates ("Caterpillar") and/or its dealers to better serve our customers and to improve upon Caterpillar products and services. The information transmitted may include: machine serial number, machine location, and operational data, including but not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments. Caterpillar will not sell or rent collected information to any other third party and will exercise reasonable efforts to keep the information secure. Caterpillar recognizes and respects customer privacy. Customer agrees to allow this data to be accessed by Caterpillar and/or its dealers. Any e-mail addresses obtained as part of this agreement by Yancey will remain the private property of Yancey.

10. **FORCE MAJEURE:** No party to this agreement shall be held responsible for delays or failure in performance resulting from an act beyond that party's reasonable control. Such acts include but are not limited to the following: strikes or other labor disputes, lockouts, Acts of God, material shortages, riots, acts of war, governmental regulations imposed after the fact, fire, earthquakes, and other natural disasters. In the event of an occurrence giving rise to a delay or failure, the party whose performance is delayed or prevented shall give prompt written notice to the other party stating the particulars and all efforts to overcome the delay or failure. The time of performance shall be extended by the period of any such delay.

Customer Signature: _____ Date: _____

Yancey Bros. Co. Signature: _____ Date: _____

YANCEY CAT

Quote Collection ID:26869
Quote ID:33843

8/27/2025

Make	Model	Serial Number or Range	Start Hours
Caterpillar	826K	2T600001 - 2T699999	0

Travel Zone	Service Interval	Agreement Term	Agreement Usage
26 - 50 miles	500 Hours	60 Months	10,000 Hours

Quote Detail

	Pricing	Discount	Additional Charges	Total
Initial Service 0 hours / 0 months	$204.23	$0.00	$464.00	**$668.23**
A Service 500 hours / 3 months	$1,754.79	$0.00	$938.59	**$2,693.38**
B Service 1,000 hours / 6 months	$2,539.09	$0.00	$842.74	**$3,381.83**
C Service 1,500 hours / 9 months	$1,754.79	$0.00	$938.59	**$2,693.38**
D Service 2,000 hours / 12 months	$4,746.88	$0.00	$842.74	**$5,589.62**
E Service 2,500 hours / 15 months	$1,754.79	$0.00	$1,073.26	**$2,828.05**
F Service 3,000 hours / 18 months	$2,539.09	$0.00	$1,011.83	**$3,550.92**
G Service 3,500 hours / 21 months	$1,754.79	$0.00	$1,073.26	**$2,828.05**
H Service 4,000 hours / 24 months	$4,746.88	$0.00	$1,122.22	**$5,869.10**
I Service 4,500 hours / 27 months	$1,754.79	$0.00	$1,207.93	**$2,962.72**
J Service 5,000 hours / 30 months	$3,483.03	$0.00	$1,275.32	**$4,758.35**
K Service 5,500 hours / 33 months	$1,754.79	$0.00	$1,207.93	**$2,962.72**
L Service 6,000 hours / 36 months	$4,838.68	$0.00	$1,410.88	**$6,249.56**
M Service 6,500 hours / 39 months	$1,754.79	$0.00	$1,342.60	**$3,097.39**
N Service 7,000 hours / 42 months	$2,539.09	$0.00	$1,350.01	**$3,889.10**
O Service 7,500 hours / 45 months	$1,754.79	$0.00	$1,342.60	**$3,097.39**
P Service 8,000 hours / 48 months	$4,746.88	$0.00	$1,681.18	**$6,428.06**
Q Service 8,500 hours / 51 months	$1,754.79	$0.00	$1,342.60	**$3,097.39**

Additional Charges

Description	Cost	For
Travel Zone Charge	$399.00	All
Environmental Charge	$25.00	All
Top Off Fluids	$40.00	All
Replace With New Air Filter Element Primary	$205.73	A C E G I K M O Q S
Replace With New Air Filter Element Secondary	$104.89	A C E G I K M O Q S
Replace With New Cab Air Filter	$163.97	A B C D E F G H I J K L M N O P Q R S T
Replace With New Cab Air Pressurizer Filter	$214.77	B D F H J L N P R T
Inflation Adjustment	~	~

R Service 9,000 hours / 54 months	$2,539.09	$0.00	$1,519.11	**$4,058.20**
S Service 9,500 hours / 57 months	$1,754.79	$0.00	$1,477.27	**$3,232.06**
T Service 10,000 hours / 60 months	$5,690.82	$0.00	$2,149.45	**$7,840.27**

Cost Per Hour

$8.18

Pre-paid Price

$81,775.77

PM AGREEMENT

PARTS, FLUIDS, LABOR & TRAVEL

YANCEY BROS. CO. PREVENTATIVE MAINTENANCE AGREEMENT

CUSTOMER ACCOUNT NAME: **Hall County Landfill** CUSTOMER NO: **903856** QUOTE NO: **34108**

PM CONTACT (NAME, EMAIL & PHONE): QUOTE DATE: **3/19/2025**

Model	Serial	Starting Hours	Agreement Length (Month/Hours)	Service Hr Intervals	Total Pre-Paid Price	Cost Per Hour Price*	Pay Per Service Price*
836K	TWZ00625	1,524	24 | 2,000	500	$17,130.66	$8.57	See accompanying service price list

* The cost per hour pricing and pay per service pricing set forth in this agreement may be subject to periodic adjustment during the term of the agreement to account for cost increases, as detailed in the terms and conditions (see reverse side).

YANCEY RESPONSIBILITIES
Parts, Fluids, Labor & Travel Included To service oil compartments at recommended oil OMM intervals
Track And Schedule P.M. Services
Visual Walk-Around Inspection With Machine-Specific Checklist
Check All Fluid Levels All Compartments, Top Off. Three (3) gallons included
Change Oil And Filters In Accordance With Mfg. Lubrication & Maintenance Guide
Perform Scheduled Oil Sampling (SOS) All Compartments
Change Primary/Secondary Air Filter @ 1000 Hours
Change Fuel Filters / Water Separator
Grease Entire Machine
Dispose Of Used Oil And Used Filters
Change Air Conditioning Filters As Needed For An Additional Charge
Personal Consultaion On Abnormal Oil Samples And Problems Detected Or Checklist
Maintain Records Of All PM Service History

CUSTOMER RESPONSIBILITES
Install a Telematics System, Product Link or Equivalent
Grease Machine and Check Oil Levels Daily Top off as necessary with fluids meeting OEM
Perform 10, 50, 100 and 250 Hour Maintenance As outlined in the lubrication and maintenance manual
Perform All Cooling System Maintenance As Required By Lubrication And Maintenance Manual
Make Machine Available For PM Service Upon Arrival Of PM Technician, in a safe environment
Machine must be located in the state of Georgia
Maintain a Working Product Link system if installed

Condition Monitoring service is included with Yancey's premium PM agreements

Our C.M. analyst will manage the following fleet services:

- Track hours and schedule services in advance and on time
- Ensure the correct PM service level is performed
- Monitor health & utilization by sending event reports daily and providing monthly reports

Terms of Agreement: This agreement is subject to all Yancey Bros. Co. ("Yancey") standard terms and conditions set forth on the reverse side.

CUSTOMER INITIALS: ____

THIS AGREEMENT IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. **BILLING:**
   - If customer elects pre-paid billing, Yancey will generate an invoice up front for the entire agreement term for each serial number at the applicable pre-paid price.
   - If customer elects cost per hour billing, Yancey will generate an invoice each month for each serial number for the previous billing period hourly usage at the applicable cost per hour price (i.e., usage hours multiplied by applicable cost per hour rate).
   - If customer elects pay per service billing, Yancey will generate an invoice for each service for each serial number at the time of the service at the applicable pay per service price.

2. **PRICE ADJUSTMENTS:** The cost per hour pricing and pay per service pricing set forth in this agreement are guaranteed for a period of six months from the agreement start date. Upon each six-month anniversary of the agreement start date during the agreement term (including any renewal term), Yancey may, at its option, increase the cost per hour pricing and pay per service pricing then in effect under this agreement by the percentage increase in U.S. Bureau of Labor Producer Price Index WPUFD42 (PPI Commodity data for Final demand, not seasonally adjusted) (the "PPI") over the immediately preceding six-month period, provided that the PPI increased by at least two percent over such six-month period.

3. **EXCLUSIONS:** This agreement does not include any of the following:
   - Price above does not include taxes
   - Any repairs other than Preventative Maintenance as outlined in the respective equipment manufacturer's lubrication and maintenance guide
   - Routine adjustments like adjusting engine valve
   - Replacement cab filters, hoses, clamps, bulbs, nuts, bolts, etc.
   - Replacement filters such as engine air or fuel filters outside of the normal scheduled interval (250 and 500 hour interval PM services do not include engine air filter replacement)
   - Replacement Tier 4 type machine diesel particulate filter and components

4. **WARRANTY INFORMATION:** Yancey warrants the work performed to be free from defects in material and workmanship for a period of ninety days. Yancey's obligation under this warranty shall be limited to the repair or replacement at Yancey's premises of those new parts previously installed or labor previously performed demonstrated to be defective. Substandard repair work may be performed upon request of customer and according to customer's instructions, but such work will carry absolutely no warranty whatsoever. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE LIMITED WARRANTY EXPRESSLY SET FORTH HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, BY YANCEY WITH RESPECT TO ANY WORK PERFORMED HEREUNDER, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THE LIMITED WARRANTY REMEDY EXPRESSLY SET FORTH HEREIN SHALL CONSTITUTE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND YANCEY'S SOLE AND EXCLUSIVE LIABILITY, ARISING OUT OF OR RELATING TO ANY WORK PERFORMED HEREUNDER. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT NO PROMISE, WARRANTY, REPRESENTATION, OR AGREEMENT OF ANY KIND OR NATURE, WRITTEN OR ORAL, HAS BEEN MADE BY YANCEY AT VARIANCE WITH OR IN ADDITION TO THE LIMITED WARRANTY EXPRESSLY SET FORTH HEREIN.

5. **LIMITATION OF LIABILITY:** CUSTOMER ACKNOWLEDGES AND AGREES THAT YANCEY'S RESPONSIBILITIES UNDER THIS AGREEMENT ARE LIMITED TO THE PROVISION OF THE GOODS AND/OR SERVICES SPECIFICALLY OUTLINED HEREIN AND THAT YANCEY DOES NOT GUARANTEE THE DETECTION OR REPLACEMENT OF WORN OUT, DEFECTIVE, OR MALFUNCTIONING PARTS. FURTHER, CUSTOMER ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL YANCEY BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES OF ANY KIND OR NATURE (INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF ANTICIPATED PROFITS, LOSS OF TIME, OR OTHER ECONOMIC LOSS OR ANY INJURY TO PERSON OR PROPERTY) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE FURNISHING, FUNCTIONING, OR USE OF ANY GOODS OR SERVICES PROVIDED HEREUNDER, REGARDLESS OF THE CAUSE OF ACTION OR THEORY OR LIABILITY AND REGARDLESS OF WHETHER YANCEY HAS BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. **AUTOMATIC RENEWAL:** This agreement shall automatically renew for successive periods of two years each (each, a renewal term) unless and until either party cancels the agreement. If customer previously elected pre-paid billing, upon renewal the agreement will convert to pay per service billing at the applicable pay per service pricing in effect as of the renewal date, unless customer again elects pre-paid billing or otherwise elects a different billing option. If customer previously elected cost per hour billing or pay per service billing, upon renewal the agreement will continue with the same billing method at the applicable pricing in effect as of the renewal date.

7. **CANCELLATION:** This agreement can be canceled at any time by either party by providing written notice of cancellation (email is sufficient) to the other party. In the event of early cancellation, the account will be reconciled, and any charges due Yancey will be payable in full at that time and any credits due to the customer will be due to the customer at that time.

8. **APPLICABLE LAW:** This agreement shall be deemed to be governed by the laws of the State of Georgia.

9. **TELEMATICS:** To the extent that the customer's machine is equipped with Product Link%u2122, customer understands that data concerning the machine, its condition, and its operation is being transmitted by Product Link%u2122 to Caterpillar Inc. its affiliates ("Caterpillar") and/or its dealers to better serve our customers and to improve upon Caterpillar products and services. The information transmitted may include: machine serial number, machine location, and operational data, including but not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments. Caterpillar will not sell or rent collected information to any other third party and will exercise reasonable efforts to keep the information secure. Caterpillar recognizes and respects customer privacy. Customer agrees to allow this data to be accessed by Caterpillar and/or its dealers. Any e-mail addresses obtained as part of this agreement by Yancey will remain the private property of Yancey.

10. **FORCE MAJEURE:** No party to this agreement shall be held responsible for delays or failure in performance resulting from an act beyond that

party's reasonable control. Such acts include but are not limited to the following: strikes or other labor disputes, lockouts, Acts of God, material shortages, riots, acts of war, governmental regulations imposed after the fact, fire, earthquakes, and other natural disasters. In the event of an occurrence giving rise to a delay or failure, the party whose performance is delayed or prevented shall give prompt written notice to the other party stating the particulars and all efforts to overcome the delay or failure. The time of performance shall be extended by the period of any such delay.

Customer Signature: _____ Date: _____

Yancey Bros. Co. Signature: _____ Date: _____

HALL COUNTY
GEORGIA

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 exits 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.
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.

AGENDA ITEM

Public Works and Utilities

REPORT TO: **Work Session (10/20/25)**

REPORT TO: **Voting Meeting (10/23/25)**

ITEM NO: 604/2025

SUBJECT: Approve the award of ITB #021-46 Athens Street Corridor Pedestrian Improvements for Public Works & Utilities to Backbone Infrastructure, LLC of Buford, GA, in the amount of $1,915,434.05.

Meetings:

Work Session Date: 10/20/25 **Voting Meeting Date:** 10/23/25

Executive Summary:

Presenter: JG

Recommendation:
Approve.

Purpose of Request:
Approve the award of ITB #021-46 Athens Street Corridor Pedestrian Improvements for Public Works & Utilities to Backbone Infrastructure, LLC of Buford, GA, in the amount of $1,915,434.05.

History:

Facts and Issues:
This is a joint project with the City of Gainesville.

Options:

Funding Requested	$ 1,915,434.05
Are funds within current budget?	Yes
Source of Funds	Grants 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
AY	JS	JS	AY

Budget	Finance	Attorney	Administration
JM	EW	JL	CR
Clerk			
JR			

Attachments:
Financial Supplement
Bid Tab
Contract Signature Request
Contract

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 604/2025

Funds Requested: $ 1,915,434.05

Request Budgeted: Yes

Proposed Source of Funding:

Grants Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	250-MULTIPLE GRANT FUND	4971-ENGINEERING	541400-INFRASTRUCTURE	$1,915,434.05

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: BK

Phone: 770-531-6800

ITB #021-46 Athens Street Corridor Pedestrian Improvements	Ohmshiv Construction, LLC	Azimuth Construction, LLC	Wilson Construction Management, LLC	Backbone Infrastructure, LLC	Strickland & Sons Pipeline, Inc	Chattahoochee Group Inc
	Lawrenceville, GA	Suwanee, GA	Norcross, GA	Buford, GA	Gainesville, GA	Clermont, GA
ITEM DESCRIPTION	PRICE	PRICE	PRICE	PRICE	PRICE	NO BID
Phase I	$1,930,899.25	$2,313,232.67	$2,260,065.20	$1,885,974.27	$4,751,928.30	NO BID
Phase I Alternate	$33,140.80	$23,962.62	$29,211.60	$29,459.78	$62,288.10	NO BID
Phase II	$797,267.58	$518,776.57	$644,552.20	$802,344.83	$1,226,287.40	NO BID

Number of companies emailed	32
Number of Hall Co companies emailed	11
Total responses	6
Number of Hall Co responses	3
No Bids	1

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

CONTRACT EXECUTION SIGNATURE REQUEST

Date: September 29, 2025

To: David Gibbs, Chairman, BOC

From: Andy Youngblood, Purchasing Manager

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 021-46

Bid/Contract Name: Athens Street Corridor Pedestrian Improvements – Phase I

Department(s) Requesting Contract: Public Works

Award Recipient Name: Backbone Infrastructure, 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:$1,915,434.05

☐ Product Contract Estimated Amount:

Comment:

Approve the award of ITB #021-46 Athens Street Corridor Pedestrian Improvements for Public Works and Utilities to Backbone Infrastructure, LLC of Buford, GA. The FY 2026 Estimated amount has been reviewed against the projected FY 2026 budget by Finance.

HALL COUNTY
GEORGIA
We have it all in Hall

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Andy Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
Exhibit B – Contract for Services

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT #021-46

For the provision of

Athens Street Corridor Pedestrian Improvements

ARTICLE #101 – INTRODUCTION

This Contract for the construction of pedestrian improvements along Athens Street corridor (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 Backbone Infrastructure, LLC which is principally located at 4805 Westoak Ct, Buford, GA 30518. (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 or 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 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
Issuing Officer
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
andrew.youngblood@hallcounty.org
Ph: (770) 531-4940

CONTRACTOR'S CONTACT INFORMATION

Contact Name(s): Ritvik Kakadia

Email Address(es): Ritvik.k@backboneinfra.com

Phone Number(s): 470-418-3016

Physical Address: 4805 Westoak Ct

City/State/ZIP: Buford, GA 30518

REMIT TO ADDRESS (if different): _____

ARTICLE #104 – NON-EXCLUSIVE RIGHTS

This 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 Contract term will be for 270 calendar days after 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 sixty (60) days written notice to the Contractor at any time. Should the County terminate this Contract prior to the date of automatic termination, Contractor shall provide the County with all deliverables up to the date of termination thirty (30) days after the Notice to Terminate is issued. The County shall pay the Contractor for all work properly performed in compliance with the terms of this Contract up to the date of termination.

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

B. **Termination for Cause.** The occurrence of any of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
   1. The Contractor fails to deliver, or has delivered, nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract including, but without limitation, the expressed warranties made by the Contractor.
   2. The County determines that Contractor's unsatisfactory performance substantially endangers completion or that default is likely to occur.
   3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
   4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
   5. The Contractor has failed to comply with applicable federal, state, and local laws, rules, County ordinances, regulations, and orders when performing within the scope of the Contract.
   6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with *ARTICLE #108.C* below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.

C. **Notice of Default.** If either Party causes any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the non-breaching Party may:
   1. Immediately terminate the Contract for default without additional written notice; and/or,
   2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
   3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

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

E. **Termination due to Failure of Contractor to Act.** The County may terminate the Contract for any of the following reasons effective immediately without advance notice:
   1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
   2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees, have caused, or reasonably could cause, life, health, or safety to be jeopardized.
   3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal, or maliciously incorrect.
   4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 five hundred dollars and 00/100 ($500.00) per calendar 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 agreements, 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 subcontractors to provide the Services described in Scope of Work prior to subcontractors' 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 operate County-owned vehicles or equipment in the performance of this Contract without express written consent from the County. Contractor shall be responsible for providing all transportation and equipment necessary to deliver the 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 bid or proposal is made without collusion or fraud. Contractor understands and acknowledges that collusive bidding is a violation of state and federal law and may result in the cancellation of the Contract.

ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR

A. 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 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, labor, 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 does 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, including sales and use taxes.
   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. 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.** The 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 a payment bond, both equal to one hundred percent (100%) of the Contract's total awarded dollar amount. The County will only issue a Notice to Proceed after the bonds are received. Only surety companies licensed to do business in the State of Georgia are acceptable. The Contractor is required to provide new bonds at the issuance of each renewal option term(s) or extension(s) that may follow.

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

ARTICLE #124 – RETAINAGE

The County will retain and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage throughout the entire project and will release said retainage at the point of completion and final acceptance by the County.

ARTICLE #125 – VENUE AND GOVERNING LAW

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

ARTICLE #126 – NOTICE OF INTENT TO LITIGATE

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

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

A. By signing this Contract, the Contractor certifies that prior to and throughout the performance of all applicable work under this Contract it will remain in full compliance with all federal and state immigration laws including, but not limited to, 8 U.S.C. § 1324a and the Georgia Security and Immigration Compliance Act (O.C.G.A. §13-10-90 et seq.), as amended by the Illegal Immigration Reform and Enforcement Act of 2011 regarding the verification of employment eligibility of employees under the Immigration Reform and Control Act of 1986. Contractor will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this Contract or any subcontract or sub-subcontract hereunder.
B. Contractor further certifies its compliance with the aforementioned federal and state immigration laws set forth by signing a sworn affidavit, the Georgia Security and Immigration Compliance Act Affidavit (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference providing services pursuant to this Contract.

ARTICLE #128 – ORDER OF PRECEDENCE

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

1. Any amendments to the Contract, including all exhibits thereto.
2. The Contract itself, including all exhibits thereto.
3. Attachments appended to the Contract.
4. All other Contract attachments appended to the Contract.

ARTICLE #129 – CONTRACT EXHIBITS AND ATTACHMENTS

The Parties mutually acknowledge that all exhibits and attachments listed below made a part of this Contract, as though expressly written in the solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

Exhibit A – Bid Response Form
Exhibit B – Contract for Services
Exhibit C – Cost Proposal Worksheet
Exhibit D – W-9 Form
Exhibit E – E-Verify Affidavit
Exhibit F – Ethics Affidavit
Exhibit G – Scored Questions

ARTICLE #130 – SALES TAX EXEMPTION STATUS

The County is exempt from State of Georgia Local Sales and Use Tax. The Contractor understands and acknowledges that it is responsible for any sales and use tax it may incur. The Contractor 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 Contractor 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

Nothing in the Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, or other association of any kind of agent and principal relationship between the parties thereto. Each party shall be deemed to be an independent contractor contracting for goods and services and acting toward the mutual benefits expected to be derived herefrom. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or contractors shall become or be deemed to become agents, servants, or employees of the County. Contractor shall therefore be responsible for compliance with all laws, rules, and regulations involving its employees and any subcontractors including, but not limited to, employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages.

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 herein shall supersede and govern over all vendor's terms and conditions or service level agreements.
4. The County retains the right to "red line" sections of the vendor'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 shall be deemed as the vendor's full and complete acceptance of the County's terms and conditions.
6. The terms supplier, vendor, bidder, offeror, contractor, consultant, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one and the same, herein denoted as "supplier" for goods and "contractor" for services.
7. The terms goods, materials, commodities, components, drawings, drafts, renderings, plans (physical or digital), software, SaaS, capital asset equipment, vehicles, heavy earth-moving or other equipment (purchased or leased), or other such deliverables are herein denoted as "goods" and shall mean one and the same.
8. "Services" shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning, or otherwise where services are offered for consideration.
9. The County's payment terms are net 30 days (N30) in arrears. The County does not pay for services not yet rendered or goods not received and accepted. The County holds no obligation to goods delivered or services rendered that were not ordered and specified in writing. The vendor shall only deliver goods and services as described on the PO and within the Scope of Work and the vendor's bid response.
10. The vendor shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
11. The vendor shall not construe any verbal consent to purchase goods or services as valid.
12. 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.
13. The County does not accept automatic contract renewals except for monthly subscription services.
14. The County does not pay deposits towards goods ordered or services not yet rendered. 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.
15. The County will accept back orders only if goods are out of stock and with prior written notice. The vendor shall ship all quantities that it has in stock and hold orders for back orders.
16. The County participates in cooperative purchasing agreements, State of Georgia Statewide Contracts, and other state and local intergovernmental agreements, memorandums of understanding, and other such agreements.
17. For all legalities, the jurisdiction shall be the State of Georgia, County of Hall.
18. Deliveries shall be made to the ship-to address(es) listed on the PO and within the specified time. The vendor must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.

19. Risk of loss of the goods shall pass to the County upon inspection and acceptance only. Receipt of goods or services does not constitute acceptance. Title to goods shall remain with the vendor until acceptance by the County.
20. The vendor warrants that its goods and services are merchantable, and it has a legal right to deliver the goods and services and as described herein.
21. The County shall have the right to inspect all goods or services at the time and place of delivery.
22. No right or interest in the contract shall be assigned by the vendor without written permission of the County, and no delegation of any obligation owed or the performance of any obligation by the vendor shall be made without the written permission of the County. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
23. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
24. 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.
25. All goods and services supplied pursuant to a PO shall, unless otherwise noted, conform exactly to all the descriptions, specifications, exhibits, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other solicitations upon which the PO is based, and the terms, conditions, and specifications of the solicitation are incorporated herein by reference and made a part hereof.
26. All media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials owned by the County shall become and remain County property and shall be delivered to the County upon request.
27. Invoices should be submitted to the County as described in the PO. Each PO number and/or contract number must be shown on each invoice submitted.
28. A PO issued with an attached contract or agreement, the terms and conditions of the attached contract or agreement shall govern in the event of any conflict with these terms and conditions.
29. The vendor may be suspended, terminated, or debarred if it is determined that it has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein. Thus, the vendor certifies that it and any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
30. The vendor 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 unless otherwise denoted. Freight, shipping, and delivery shall be pre-paid and added to the invoice as a separate line item. The vendor shall charge the County the exact amount of freight, delivery, handling, and insurance charges.
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 vendor.
34. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.
35. 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:

Backbone Infrastructure, LLC

By: _____

Print Name: Ritvik Kakadia

Title: Member

Sworn to and subscribed before me this

29th Day of September, 2025.

Notary Public: _____

Notary commission expires: 10-26-2025

[Locus Sigilli – Seal or Stamp]

SUMIT V GEVARIA NOTARY PUBLIC GWINNETT COUNTY EXPIRES GEORGIA 10-26-2025

HALL COUNTY, GEORGIA

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

Date: _____

Attestation: _____
Commission Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

AGENDA ITEM

Public Works and Utilities

REPORT TO: **Work Session (10/20/25)**

REPORT TO: **Voting Meeting (10/23/25)**

ITEM NO: 599/2025

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

Meetings:

Work Session Date: 10/20/25 **Voting Meeting Date:** 10/23/25

Executive Summary:

Presenter: JG

Recommendation:
Approve

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

History:

Facts and Issues:

Options:

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

Approvals:

Submit	Approve	Budget	Finance
WS	JS	JM	TS

Attorney	Administration	Clerk

Attorney	Administration	Clerk
JL	CR	JR

Attachments:
Receipt of Payment
Performance-Maintenance Agreement
Final Plat Information

Hall County

2875 Browns Bridge Road
Gainesville, GA 30504

P.O. Box 1435
Gainesville, GA 30503

Receipt No.: 278731
Receipt Date: 02/18/2025

RECEIPT

RECORD & PAYOR INFORMATION

Record ID:	HSUB25-0002
Record Type:	H - Subdivision - Final Plat
Property Address:	5925 UNION CHURCH ROAD, BRASELTON, GA 30517
Record Name:	BRIGHTSIDE BRASELTON
Description:	133 TOWNHOME FINAL PLAT AND ASBUILTS, 18.999 ACRES, ZONED PRD - HDEV23-0058 PF
Payor:	
Primary Contact:	michael shane foster

PAYMENT DETAIL

Date	Payment Method	Reference	Cashier	Comments	Amount
02/18/2025	CreditCard		KMARTINEZ		$2,780.00

FEE DETAIL

Fee Description	Invoice #	Quantity	Unit	Fee Amount	Current Paid
Bond Deposit	63069	1		$1,000.00	$1,000.00
Sewer Plan Review	63070	1		$50.00	$50.00
Final Subdivision Plat	63069	133	Lots	$1,730.00	$1,730.00
				$2,780.00	$2,780.00

STATE OF GEORGIA,
COUNTY OF HALL

Bond No.: GM247857

GUARANTY PERFORMANCE/MAINTENANCE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that we, ADC 4 Atlanta, LLC (owner/principal, hereinafter referred to as "Principal"), and Great Midwest Insurance Company (surety), a company entitled and licensed to do business as a surety in the State of Georgia and Hall County, (hereinafter referred to as "Surety"), are held and bound unto Hall County, Georgia in the sum of $ 1,005,652.00 (One Million Five Thousand Nine Hundred Sixty Two & 00/100 Dollars) * (hereinafter referred to as "bonded amount") for payment of which we bind ourselves, our heirs, executors, administrators and assigns.

WHEREAS, ADC 4 Atlanta, LLC (principal) is owner of the Subdivision known as Brightside Braselton Subdivision, which subdivision is shown on a plat prepared by Land Development Surveyors, Inc., Georgia Registered Surveyor Number 2846, and

WHEREAS, ADC 4 Atlanta, LLC (principal) wishes to induce the Board of Commissioners of Hall County, Georgia to approve the street system shown on the Final Plat of Brightside Braselton Subdivision for recording purposes, and

WHEREAS, ADC 4 Atlanta, LLC (principal) wishes to induce the Board of Commissioners of Hall County, Georgia to accept the streets shown on the Final Plat of Brightside Braselton Subdivision for public maintenance (not applicable to private developments);

ADC 4 Atlanta, LLC (principal) and Great Midwest Insurance Company (surety) agree in consideration of the foregoing,

NOW, THEREFORE BE IT RESOLVED, ADC 4 Atlanta, LLC (principal) agrees that all construction of the street system of Brightside Braselton

Subdivision will be completed and maintained for fifteen (15) months according to the terms and requirements as shown on the recorded Final Plat and of the Subdivision Regulations in force in Hall County, Georgia.

ADC 4 Atlanta, LLC (principal), and

Great Midwest Insurance Company (surety) agree to the following:

Sidewalks will be completed throughout entire subdivision as shown on recorded final plat within one (1) year of signing of said final plat. One inch of "F" mix asphalt may be placed anytime prior to final platting or up to one (1) year after final plat approval. In addition, Principal and Surety agree that if either the sidewalks, cuts, fills, sub-grades, shoulders, pavement, grassing, storm water management facilities, sewer, or traffic signs in Brightside Braselton Subdivision are improperly maintained or are found to be defective from faults in design, materials or workmanship as shown on the recorded Final Plat, or as set out in the Subdivision Regulations in force in Hall County, Georgia, then upon demand from Hall County,

Great Midwest Insurance Company (surety) shall pay the bond amount to Hall County.

Terms of Guaranty:

ADC 4 Atlanta, LLC (principal) and

Great Midwest Insurance Company (surety) shall be bound by the provisions of this agreement until a properly authorized letter is received by

Great Midwest Insurance Company (surety) from Hall County authorizing release of

ADC 4 Atlanta, LLC (principal) and

Great Midwest Insurance Company (surety) from this Guaranty Agreement.

NOTWITHSTANDING the above provisions, this Guaranty Performance/Maintenance Agreement is hereby issued on April 14, 2025 (Date) and expires on April 14, 2027 (Date, minimum 24 months from date of issuance), and the Issuer will have no more liability after that date. When

the indicated expiration date falls on Sunday or a legal holiday, or for any reason the Issuer is not open for business, the expiration date shall be extended to the next succeeding business day. Jurisdiction for any civil litigation necessary for collection of bond claims hereunder shall be in the Superior Court of Hall County, Georgia.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names and affixed their seals, this 14th day of April, 2025.



Colleen Reinstein
Colleen Reinstein
Notary Public

- ADC 4 Atlanta, LLC
  PRINCIPAL
  By: _____
  (Corporate Officer or other authorized representative)
  Principal's Address:
  5616 Peachtree Road, Suite 120
  Chamblee, GA 30341

- Great Midwest Insurance Company
  SURETY
  By: Haley Rhoads Haley Rhoads, Attorney-in-Fact
  (Authorized Representative)
  Surety's Address:
  800 Gessner Road, Suite 600
  Houston, TX 77024



- Approved:
  Hall County
  By: _____
  (Chairman)

* The amount of the bond equals 30 percent of all completed infrastructure including base, paving, grassing, stormwater management facilities, and sidewalks plus 100 percent of the cost of all incomplete infrastructure such as remaining sidewalks and asphalt topping. The unit cost data used in the calculations will be based upon the latest Georgia Department of Transportation (GADOT) Item Mean Summary, or the latest Hall County contract data, whichever is higher.

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint: Sarah Hancock, Edward Mooney, Annette Wisong, Joseph R. Williams, Angela D. Ramsey, Rebecca E. Howard, Tiffany Soto, Linda Adams Roberts, Haley Rhoads, Julie Karnes, Robert Allen Yarbrough

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of April, 2025 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed One-Hundred Million dollars ($100,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by electronic mail on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by electronic mail to any certificate of any such power and any such power or certificate bearing such electronic signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 8th day of April, 2025.

GREAT MIDWEST INSURANCE COMPANY

GREAT MIDWEST INSURANCE COMPANY CORPORATE SEAL TEXAS CORPORATION

BY Mark W. Haushill

Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 8th day of April 2025, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

CHRISTINA BISHOP
My Notary ID # 131090488
Expires April 14, 2029

BY Christina Bishop

Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 14th Day of April 2025.

GREAT MIDWEST INSURANCE COMPANY CORPORATE SEAL TEXAS CORPORATION

BY Patricia C Ryan

Patricia Ryan
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Final Plat Information

Consider Release of $1,005,962.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, Sewer, and Sidewalks in Brightside Braselton Subdivision.

Subject Subdivision is located off Union Church Road

NAME OF SUBDIVISION:	Brightside Braselton
NAME OF OWNER/DEVELOPER:	ADC 4 Atlanta, LLC.
ADDRESS:	5616 Peachtree Road, Suite 120 Chamblee, GA 30341
TYPE OF MAINTENANCE BOND:	Guaranty Performance/Maintenance
DATE OF BOND:	April 14, 2025
AMOUNT OF BOND:	$1,005,962.00
FINANCIAL INSTITUTION: AND ADDRESS:	Great Midwest Insurance Company 800 Gessner Road, Suite 600 Houston, TX 77024
Account No.:	GM247587

COMM. DIST.	STREET NAME	R/W IN FEET	LENGTH IN FEET	WIDTH IN FEET	TYPE OF SURFACE	STATE REF. NO.
1	Grandeur Way	50	202.31	20	P.M.	----
1	Brightside Ave	50	1338.54	20	P.M.	----
1	Blissful lane	50	344	20	P.M.	----
1	Serenade Ave	50	684	20	P.M.	----
1	Jubilee Lane	50	344	20	P.M.	----
1	Opulence Ave	50	344	20	P.M.	----

NOTES:

NUMBER OF LOTS:	133
CURB & GUTTER:	24" Rolled Back
TOTAL ACRES OF S/D:	18.99 AC

AGENDA ITEM

Public Works and Utilities

REPORT TO: **Work Session (10/20/25)**

REPORT TO: **Voting Meeting (10/23/25)**

ITEM NO: 603/2025

SUBJECT: Approve the acceptance of a $955,962.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, Sewer, and Sidewalks in Brightside Braselton Subdivision. Commission District 1.

Meetings:

Work Session Date: 10/20/25 **Voting Meeting Date:** 10/23/25

Executive Summary:

Presenter: JG

Recommendation:
Approve.

Purpose of Request:
Approve the acceptance of a $955,962.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, Sewer, and Sidewalks in Brightside Braselton Subdivision. Commission District 1.

History:

Facts and Issues:

Options:

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

Approvals:

Submit	Approve	Budget	Finance
WS	JS	JM	TS

Attorney	Administration	Clerk
JL	CR	JR

Attachments:

Guaranty Performance/Maintenance Agreement
Final Plat

STATE OF GEORGIA,
COUNTY OF HALL

Bond Number: SPA151150_001

GUARANTY PERFORMANCE/MAINTENANCE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that we, **Red Cedar Construction, LLC** (general contractor/principal, hereinafter referred to as "Principal"), and **SiriusPoint America Insurance Company** (surety), a company entitled and licensed to do business as a surety in the State of Georgia and Hall County, (hereinafter referred to as "Surety"), are held and bound unto Hall County, Georgia in the sum of **Nine Hundred Fifty-Five Thousand Nine Hundred Sixty-Two and 00/100 Dollars ($955,962.00)*** (hereinafter referred to as "bonded amount") for payment of which we bind ourselves, our heirs, executors, administrators and assigns.

WHEREAS, **Red Cedar Construction, LLC** (principal) is the General Contractor of the Subdivision known as **Brightside at Braselton** Subdivision, which subdivision is shown on a plat prepared by **Land Development Surveyors, Inc.**, Georgia Registered Surveyor Number **2846**, and

WHEREAS, **Red Cedar Construction, LLC** (principal) wishes to induce the Board of Commissioners of Hall County, Georgia to approve the street system shown on the Final Plat of **Brightside at Braselton** Subdivision for recording purposes, and

WHEREAS, **Red Cedar Construction, LLC** (principal) wishes to induce the Board of Commissioners of Hall County, Georgia to accept the streets shown on the Final Plat of **Brightside at Braselton** Subdivision for public maintenance (not applicable to private developments); **Red Cedar Construction, LLC** (principal) and **SiriusPoint America Insurance Company** (surety) agree in consideration of the foregoing,

NOW, THEREFORE BE IT RESOLVED, **Red Cedar Construction, LLC** (principal) agrees that all construction of the street system of **Brightside at Braselton** Subdivision will be completed and maintained for fifteen (15) months according to the terms and requirements as shown on the recorded Final Plat and of the Subdivision Regulations in force in Hall County, Georgia. **Red Cedar Construction, LLC** (principal), and **SiriusPoint America Insurance Company** (surety) agree to the following:

Sidewalks will be completed throughout entire subdivision as shown on recorded final plat within one (1) year of signing of said final plat. One inch of "F" mix asphalt may be placed anytime prior to final platting or up to one (1) year after final plat approval. In addition, Principal and Surety agree that if either the sidewalks, cuts, fills, sub-grades, shoulders, pavement, grassing, storm water management facilities, sewer, or traffic signs in **Brightside at Braselton** Subdivision are improperly maintained or are found to be defective from faults in design, materials or workmanship as shown on the recorded Final Plat, or as set out in the Subdivision Regulations in force in Hall County, Georgia, then upon demand from Hall County, **SiriusPoint America Insurance Company** (surety) shall pay the bond amount to Hall County.

Terms of Guaranty:

Red Cedar Construction, LLC (principal) and **SiriusPoint America Insurance Company** (surety) shall be bound by the provisions of this agreement until a properly authorized letter is received by **SiriusPoint America Insurance Company** (surety) from Hall County authorizing release of **Red Cedar Construction, LLC** (principal) and **SiriusPoint America Insurance Company** (surety) from this Guaranty Agreement.

NOTWITHSTANDING the above provisions, this Guaranty Performance/Maintenance Agreement is hereby issued on **9/18/2025** (Date) and expires on **9/18/2027** (Date, minimum 24 months from date of issuance), and the Issuer will have no more liability after that date. When the indicated expiration date falls on Sunday or a legal holiday, or for any reason the Issuer is not open for business, the expiration date shall be extended to the next succeeding business day. Jurisdiction for any civil litigation necessary for collection of bond claims hereunder shall be in the Superior Court of Hall County, Georgia.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names and affixed their seals, this **18th** day of **September 2025**.

Red Cedar Construction, LLC
PRINCIPAL

By: _____
(Corporate Officer or other authorized representative)

Principal's Address:
4705 Entrance Dr, Suite D
Charlotte, NC 28273

SiriusPoint America Insurance Company
SURETY

By: _____
Brook T. Smith, Attorney-In-Fact
(Authorized Representative)

Surety's Address:
1 World Trade Ctr, 285 Fulton St47th Floor, Ste 47J
New York, NY 10007

Approved:

Hall County
By: _____
(Chairman)

* The amount of the bond equals 30 percent of all completed infrastructure including base, paving, grassing, stormwater management facilities, and sidewalks plus 100 percent of the cost of all incomplete infrastructure such as remaining sidewalks and asphalt topping. The unit cost data used in the calculations will be based upon the latest Georgia Department of Transportation (GADOT) Item Mean Summary, or the latest Hall County contract data, whichever is higher.

POWER OF ATTORNEY
SIRIUSPOINT AMERICA INSURANCE COMPANY
NEW YORK

ACRLOU01_0723

KNOW ALL MEN BY THESE PRESENTS: That SiriusPoint America Insurance Company (the "Company"), a New York corporation, having its principal office in the City of New York, pursuant to the following Resolution, which was adopted on August 27,2024 by Unanimous Written Consent of the Board of the Directors of the Company, to wit:

RESOLVED, that the President, Senior Vice President, Chief Financial Officer, Secretary or the Assistant Secretary is hereby authorized to execute Powers of Attorney appointing as attorneys-in-fact selected employees of certain surety companies who shall have the power for and on behalf of the Company to execute and affix the seal of the Company to surety contracts as co-surety.

Does hereby nominate, constitute and appoint:

Brook T. Smith, Deborah Neichter, Jacob Motto, Jason D. Cromwell, Michele Lacrosse, Ryan Britt, William O. Walker, William R. Precious

Its true and lawful agent and attorney-in-fact, to make, execute, seal and deliver for and on its behalf, and its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship (NOT INCLUDING bonds without a fixed penalty or financial guarantee) and to bind the Company thereby as fully and to the same extent as of same were signed by the duly authorized officers of the Company, provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

$62,687,000 single bond limit

All acts of said attorneys-in-fact pursuant to the authorities herein given are hereby ratified and confirmed. The President, Senior Vice President, Chief Financial Officer, Secretary or Assistant Secretary may from time to time and at any time remove such appointee and remove the power given to him or her.

The execution of such bonds or undertakings in pursuance of these presents, within one year of the date of these present, shall be binding under said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in New York, New York, in their own proper persons.

IN WITNESS WHEREOF, SiriusPoint America Insurance Company has caused its corporate seal to be hereunto affixed and these presents to be signed by its President this tenth day of October, 2024.

SiriusPoint America Insurance Company

SIRIUSPOINT AMERICA INSURANCE COMPANY CORPORATE SEAL 1979 NEW YORK

Paul Mihulka
President

State of New York
County of New York

On this tenth day of October 2024, before me a Notary Public of the State of New York, in and for the County of New York, duly commissioned and qualified, came Paul Mihulka, President, of SiriusPoint America Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and acknowledged the execution of the same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.

SUSAN HISCOCK
Notary Public - State of New York
NO. 01HI6444797
Qualified in Richmond County
My Commission Expires Dec 5, 2026

Susan Hiscock
Notary Public
My Commission expires Dec. 5, 2026

STATE OF New York
COUNTY OF New York

I, Paul Mihulka, President of SiriusPoint America Insurance Company, a New York corporation, do hereby certify that the above and foregoing is a full, true and correct copy of Power of Attorney, is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 18th day of September , 20 25

SIRIUSPOINT AMERICA INSURANCE COMPANY CORPORATE SEAL 1979 NEW YORK

Paul Mihulka
President

Final Plat Information

Consider Acceptance of $955,962.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, Sewer, and Sidewalks in Brightside Braselton Subdivision

Subject Subdivision is located off Union Church Road

NAME OF SUBDIVISION:	Brightside Braselton
NAME OF OWNER/DEVELOPER:	Red Cedar Construction, LLC
ADDRESS:	4705 Entrance Dr, Suite D Charlotte, NC 28273
TYPE OF MAINTENANCE BOND:	Guaranty Performance/Maintenance
DATE OF BOND:	September 18, 2025
AMOUNT OF BOND:	$955,962.00
FINANCIAL INSTITUTION: AND ADDRESS:	SiriusPoint America Insurance Company 1 World Trade Ctr 285 Fulton St 47th Floor, Ste 47J New York, NY 10007
Account No.:	SPA151150_001

COMM. DIST.	STREET NAME	R/W IN FEET	LENGTH IN FEET	WIDTH IN FEET	TYPE OF SURFACE	STATE REF. NO.
1	Grandeur Way	50	202.31	20	P.M.	----
1	Brightside Ave	50	1338.54	20	P.M.	----
1	Blissful lane	50	344	20	P.M.	----
1	Serenade Ave	50	684	20	P.M.	----
1	Jubilee Lane	50	344	20	P.M.	----
1	Opulence Ave	50	344	20	P.M.	----

NOTES:

NUMBER OF LOTS:	133
CURB & GUTTER:	24" Rolled Back
TOTAL ACRES OF S/D:	18.99 AC

AGENDA ITEM

Sheriff's Office

REPORT TO: **Work Session (10/20/25)**

REPORT TO: **Voting Meeting (10/23/25)**

ITEM NO: 598/2025

SUBJECT: Approve the FY 2026 School Security Program annual agreement between Hall County and the Hall County Board of Education.

Meetings:

Work Session Date: 10/20/25 **Voting Meeting Date:** 10/23/25

Executive Summary:

Presenter: JW

Recommendation:
Approve.

Purpose of Request:

Approve the FY 2026 School Security Program annual agreement between Hall County and the Hall County Board of Education.

History:
Beginning with the 1999 – 2000 academic year the Hall County Sheriff's Office, the Hall County Board of Commissioners, and the Hall County School System instituted and established a School Resource Officer Program, which placed a Deputy Sheriff in each of the middle and high schools within the Hall County School System for the purpose of providing Law Enforcement Services for the School System. The School Resource Officer Program has received overwhelming acceptance and support from the participating entities and the community in general. The School Resource Officer Program has been extremely successful in creating a safe environment in the Hall County School System as well as providing the students with outstanding role models. Funded 70% by the School Board and 30% by the Hall County Sheriff's Office.

Facts and Issues:

Options:

The purpose of this Memorandum of Agreement (MOA) between the Hall County Sheriff's Office, the Hall County Board of Commissioners, and the Hall County School System is to institute and establish and maintain a School Security Program, which places a Deputy Sheriff in each of the Middle and High Schools within the Hall County School System for the purpose of providing Law Enforcement Services for the School System. This also allows for the addition of 5 extra duty deputies to roam between elementary schools.

The noted 5 positions will be reallocated from existing positions within the Sheriff's Office. There will not be an increase to position control for new positions.

Funding Requested	$ 1,007,040.00
Are funds within current budget?	Yes
Source of Funds	General Fund (70% reimbursed by School Board)
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:

Submit	Approve	Budget	Finance
SC	SC	JM	TS

Attorney	Administration	Clerk
JL	CR	JR

Attachments:

Financial Supplement
FY 26 Memorandum of Agreement

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 598/2025

Funds Requested: $ 1,007,040.00

Request Budgeted: Yes

Proposed Source of Funding:

General Fund (70% reimbursed by School Board)

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	100-GENERAL FUND	3323-SHERIFFâ€PATROL	611000-OPERATING TRANSFERS OUT	$1,007,040.00

Budget Transfer Items:

Additional Information/Comments:

The total SRO budget for FY2026 is $ 3,356,800 of which 30% is funded within the Sheriff's operating budget ($ 1,007,040), and 70% by the Hall County Board of Education ($ 2,349,760). Due to timing of expenditures, vacancies, etc. there is not a need for an amendment of the current Hall County Budget for the SRO Match. Current estimated budget of $ 813,971 should cover the estimated expenditures to be realized in FY2026 for the SRO Program Match.

Contact for Questions: MM/CM

Phone: 770-531-6900

Hall County Sheriff's Office
School Security Program

FY 2026 - 2025/2026 Academic Year Budget

MEMORANDUM OF AGREEMENT

1. **PURPOSE:** The purpose of this Memorandum of Agreement (MOA) between the Hall County Sheriff's Office (hereinafter referred to as "Sheriff's Office"), the Hall County Board of Commissioners (hereinafter referred to as "Commission"), and the Hall County School System (hereinafter referred to as "School System") is to institute and establish and maintain a School Resource Program by providing Law Enforcement Services. This program consists of School Resource Officers in Elementary, Middle, and High Schools. Each Elementary School Resource Officer will be responsible for two schools each.

2. **BACKGROUND:** Beginning with the 1999 - 2000 academic year the Sheriff's Office, the Commission, and the School System instituted and established a School Resource Officer program which placed a Deputy Sheriff in each of the middle and high schools within the School System for the purpose of providing Law Enforcement Services for the School System. This academic year of 2025-2026, seven (7) positions will be added, five (5) new positions and the two (2) previously funded by HCSO Patrol Division. The School Resource Officer Program has received overwhelming acceptance and support from the participating entities and the community in general. The School Resource Officer Program has been extremely successful in creating a safe environment in the School System as well as providing the students with outstanding role models. It is the desire of the Sheriff's Office, the Commission, and the School System to fund and continue the School Resource Officer Program and to understand the financial responsibility of each entity as to those expenditures of the School Resource Officer Program not covered by grant monies.

3. **BY AND THROUGH AGREEMENT HEREIN,** the Sheriff's Office, the Commission, and the School System hereby agree to the following as it relates to the School Resource Officer Program:

4. **SERVICES PROVIDED:**

   A. **School Resource Officers:** The Sheriff's Office will provide Law Enforcement Services to the School System by providing a School Resource Officer at each of the School Systems Middle Schools and High Schools, nine (9) Officers that will be assigned to two (2) Elementary Schools each, and one (1) Lieutenant to manage the unit, for a total of twenty-five (25) School Resource Officers in the program. Three (3) of these officers have a K9 partner. The School System is responsible for all K9 expenses. The School System will also provide funding to equip the five (5) new positions. The Sheriff's Office and School System together will continue to split salaries and benefits 70/30 for the twenty-five (25) positions.

   B. **Crossing Guards:** The Sheriff's Office will provide a part-time crossing guard at mutually agreed upon schools throughout the county at the same 70/30 split mentioned above.

   C. **Event/Function Security:** Extra duty job slots needed for Security at sporting events, dances, school system functions, etc. will be filled by Sheriff's Office Deputy's on an as needed basis as requested by the School System. These Deputy's will be funded through an extra duty arrangement with the Sheriff's Office and School System at $50/hour using the same 70/30 split. Scheduling for these events will be handled through the Sheriff's Office and monthly reporting will be provided to the School System with worked details for these events.

5. **FUNDING:** For **FY2026,** which encompasses the **2025 - 2026** academic years, the total budget for the School Security Program will be projected at **$3,356,800.** This will fund the School Resource Officer's salaries, overtime, operating supplies, fuel, training costs, Crossing Guards, and Event/Function Security as requested. These funds shall be provided by the Commission and the School System based on the previously agreed 70% (School System) 30% (Commission) split. Thus, the School System will be responsible for **$2,349,760** and the Commission will be responsible for **$1,007,040.** There is no Grant Funding for **FY2026.** If the total expenditure were to go over or are under the above projected budget for whatever reason, this account will be reconciled at year end at the agreed upon 70/30 split. A monthly review of actual expenditure can be presented as requested.

6. **RECORDS:** All records pertaining to the School Security Program will be collected and maintained by the Sheriff's Office. These records shall include employee personnel files, monthly reports, and statistical data. All criminal reports will be maintained by the Sheriff's Office Records Division and will be subject to the Georgia Open Records Laws. Both parties shall comply with the Family Educational Rights and Privacy Act (FERPA) in connection with educational records. The School System may disclose educational records to school resource officers that have a legitimate educational interest to promote school safety. The School System and Sherriff's Office will each designate an individual to work collaboratively to facilitate any disclosure of records.

7. **DURATION, MODIFICATION, AND TERMINATION:** The Sheriff's Office, the Commission, and the School System desire to continue the School Security Program for **FY2026,** the **2025 - 2026** academic year. The Program may not be terminated during the fiscal year; however, the program may be terminated at the end of a fiscal year by either party. The party desiring to terminate the program shall notify the other parties of their intentions in writing sixty (60) days prior to terminating the program and only at the conclusion of the fiscal year.

8. **AUTHORITY:** All Sheriff's Office personnel assigned to the School Resource Program shall always remain under the chain of command and control of the Sheriff's Office.

9. **FACILITIES AND EQUIPMENT:** The School System will provide office space for each School Resource Officer at the respective school. All equipment and vehicles shall remain the property of the Sheriff's Office and shall be used and maintained in accordance with Sheriff's Office policy.

10. **EMPLOYMENT RIGHTS:** Sheriff's Office employees assigned to the School Security Program remain employees of the Sheriff's Office and shall not be penalized in any way for participating in the School Resource Program. This includes all employment rights, promotional opportunities, training opportunities, or fringe benefits.

11. **REVIEW AND REVISION:** The School Resource Program shall be reviewed annually by all parties. Any modifications to this agreement must be in writing and agreed upon by all parties. This Memorandum of Agreement shall remain in effect for the entire fiscal year of **2026.**

12. **FORCE AND EFFECT:** This MOA, which consists of thirteen (13) sections on four (4) pages, will enter effect upon the signature of all parties and will remain in

effect until **June 30, 2026.**

13. **THEREFORE,** in affirming this Memorandum of Agreement, the entities hereto, by and through their respective representatives, have executed this document this _____day of _____, 2025.

Gerald Couch, Sheriff

Will Schofield, Superintendent

David Gibbs, Commission Chairman

Attest: Jennifer Rivera, County Clerk

AGENDA ITEM

Treatment Services

REPORT TO: **Work Session (10/20/25)**

REPORT TO: **Voting Meeting (10/23/25)**

ITEM NO: 612/2025

SUBJECT: Approve the ratification of the application of the Criminal Justice Coordinating Council's (CJCC) Accountability Court Funding FY 2026 Law Enforcement Competitive Grant for Treatment Services to expand the security presence at the Judicial Accountability Services building and provide transportation to residential treatment for current and prospective Accountability Court participants in the amount of $31,460.00 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: 10/20/25

Voting Meeting Date: 10/23/25

Executive Summary:

Presenter: BW

Recommendation:
Approve.

Purpose of Request:
Approve the ratification of the application of the Criminal Justice Coordinating Council's (CJCC) Accountability Court Funding FY 2026 Law Enforcement Competitive Grant for Treatment Services to expand the security presence at the Judicial Accountability Services building and provide secure transport to treatment for current and prospective Accountability Court participants in the amount of $31,460.00 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:

Hall County was awarded $20,800.00 in FY25.

Facts and Issues:

Options:

Treatment Services is seeking grant funding through the Law Enforcement Competitive Grant to fund additional security services at the Judicial Accountability Services building to more effectively monitor the safety of staff and participants. Funding is also requested to provide secured transport to residential treatment for current and prospective accountability court participants, ensuring they receive appropriate treatment.

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

Approvals:

Grants	Submit	Approve	Grants
PS	BW	JS	SG
Budget	**Finance**	**Attorney**	**Administration**
JM	EW	JL	CR
Clerk			
JR			

Attachments:

Application
Budget Sheet
Solicitation

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 612/2025

Funds Requested: $ 0.00

Request Budgeted: No

Proposed Source of Funding:

Budget Transfer Requested: No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	250-MULTIPLE GRANT FUND	2160-TREATMENT SERVICES	521000-PROFESSIONAL SERVICES	$24,960.00
2026	250-MULTIPLE GRANT FUND	2160-TREATMENT SERVICES	521000-PROFESSIONAL SERVICES	$6,500.00
2026	250-MULTIPLE GRANT FUND	2160-TREATMENT SERVICES	334110-STATEâ€OPERATING DIRECT	$-31,460.00

Budget Transfer Items:

Additional Information/Comments:

No new positions being requested. Also, there's no match and no County funds needed.

Contact for Questions: KAM **Phone:** 770-538-5383

Accountability Court Funding Program FY '26 Law Enforcement Competitive Grant

Department: Treatment Services

Program to be served by grant: Hall County Drug Court, Hall County H.E.L.P. Program and Veterans Treatment Court, Hall County DUI Court, Hall County Family Treatment Court, and Hall County Parental Accountability Court

Grant Solicitation Release Date: August 26, 2025

Grant Application Deadline: September 26, 2025

Total Budget Request: $31,460

No Cash Match Requirement

Project Description

Treatment Services is the agency that manages all the accountability court programs in the Northeastern Judicial Circuit (Hall and Dawson counties). This circuit currently operates with a multi-track Drug Court program in Hall County with 4 distinct tracks (high-risk/high-need track, moderate-risk/moderate-need track, Veterans track, and a prison-reentry track), a multi-track Mental Health Court in Hall County with 2 distinct tracks (co-occurring track and severe and persistent mental illness track), Hall County Family Treatment Court, Hall County DUI Court, and a multi-track treatment court program in Dawson County with 3 distinct tracks (drug track, mental health track, and DUI track). Between all accountability court programs, Treatment Services currently serves over 600 participants with treatment and drug testing services offered 7 days per week. The agency operates a full-time drug testing lab which analyzes approximately 55,000 drug screens per year.

A significant number of program participants enter the Hall County Treatment Services building daily, requiring a security presence at the building entrance. Additional part-time security officer staff would assist in monitoring the treatment building to ensure building rules are enforced and all participants and staff are safe from any potential threat of violence. Treatment Services offers evening treatment groups, and an added part-time security officer could be available to escort treatment staff to their vehicles in the parking lot. On any given day, Treatment Services has approximately 340 program participants and other customers entering our building for services. This significant number of would be best served by providing a safe environment that is conducive to treatment facilitation

Additionally, Treatment Services will collaborate with the Hall County Sheriff's Office to transport program participants to residential treatment facilities. Approximately 50 criminal defendants a year are offered participation in a program concurrent with or conditioned upon participation in residential treatment. In many cases the defendant has no transportation or resources to get themselves to a treatment facility, no independent support system, and the court

requires transportation directly from the detention center to the residential treatment. It is proposed that Treatment Services utilize off-duty Hall County Sheriff's Office staff to facilitate this transportation.

Needs Statement

The Hall County Treatment Services building operates from 7:00 a.m. – 8:00 p.m. Monday-Thursday, 7:00 a.m. – 6:30 p.m. on Friday, and 7:00 a.m. – 12:00 p.m. on the weekends. We offer over 65 treatment groups in our building per week at various times throughout the day. Additionally, staff meet regularly with participants for individual counseling and case management sessions, and our drug testing lab operates from open to close, collecting approximately 1,000 drug screens per week.

Treatment Services currently uses a part-time security officer for 18 hours per week, but the building is open more than 60 hours per week. It is necessary to supplement security services to allow for an additional 24 hours per week to provide a more consistent security presence.

Also, it is anticipated that during the six-month award period Treatment Services will experience the need to assist with approximately 25 transports to residential treatment facilities. This number is based on previously demonstrated need and the duration of the award period. Utilizing off-duty Hall County Sheriff's Office staff would assure the court that law enforcement is providing secure transport to help participants gain treatment.

Project Goals

1. Provide part-time security services for 24 hours per week at the Treatment Services building to monitor participant activity and adherence to program and building rules.
2. Provide secure transport to residential treatment programs for 25 current or prospective accountability court program participants.

Project Activities and Services

Funding will pay for a part-time security officer at a pay rate of $40.00 per hour for 24 hours per week for 6 months for a total cost of $24,960.

Funding will pay for 25 transports of current or prospective accountability court participants from the Hall County Detention Center to residential Treatment. Transports average four hours from start to finish, resulting in 100 hours of required officer time at $65 per hour. The total cost is $6,500

Resources Needed

This grant funding will allow Treatment Services to increase the security presence at the facility from just 30% of weekly operational hours to over 60% of weekly operational hours.

Grant funds will allow Treatment Services to provide secure transport for current and prospective accountability court participants from the detention center to approved residential treatment facilities. This will decrease periods of incarceration and increase Treatment Services' ability to facilitate effective treatment.

FY26 Budget Detail Request Worksheet

Court Name Hall County Drug Court

Budget Worksheet Category	Line Item	Total Requested
Personnel		$0
Contract Services	Security Officer - 24 hours/week x $40/	$24,960
Drug Testing Supplies		$0
Supplies /Other Costs		$0
Equipment		$0
In State Training and Travel		
Transportation Funding	100 officer transport hours x $65/hour	$6,500
Total Budget Request:		$31,460

Match:

Instructions:
Add the request in column b and requested amount in column c
The itemized requests will automatically calculate in column d

BRIAN P. KEMP
GOVERNOR

JAY NEAL
DIRECTOR

At the direction of the Funding Committee under the Council of Accountability Court Judges (CACJ) the Criminal Justice Coordinating Council (CJCC) is pleased to announce that it is seeking applications for competitive funding for Local Law Enforcement Agencies assigned to Accountability Courts in the State of Georgia.

State of Georgia
Accountability Court Funding Program
FY'26 Law Enforcement Competitive Request for Application

Eligibility

Applicants are limited to existing Accountability Courts and local Law Enforcement Agencies assigned to Accountability Courts. Limited funds will be available to support services to accountability courts. The services may include but are not limited to surveillance, courthouse security for accountability court's staffing and court sessions, as well as transport to treatment.

Deadline

Applications are due by 5:00 p.m. on Friday, September 26, 2025

Applicants are strongly encouraged to coordinate with other accountability courts in the circuit to submit one application.

Available Funding

The limited amount to be awarded to each agency will be determined by the Council of Accountability Court Funding Committee.

Award Period

January 1, 2026 through June 30, 2026.

Release Date: August 25, 2025

THIS GRANT IS *NOT* INTENDED TO FUND YOUR PROGRAM 100%.

SECTION I: OVERVIEW AND INSTRUCTIONS

Criminal Justice Coordinating Council

The Criminal Justice Coordinating Council is designated by the Governor of Georgia as the State Administering Agency for criminal justice and victims' assistance programs. Created by the General Assembly (O.C.G.A. § 35-6A-2), the Council is comprised of twenty-four members representing various components of the criminal justice system.

Overview of the State of Georgia's Accountability Court Funding Program

The Council of Accountability Court of Judges (CACJ) was created in 2015 by the Georgia Legislature and by Governor Nathan Deal to provide courts with the critical funding necessary to support the growth of Accountability Courts in Georgia to reduce the prison population.

How to Apply

Interested applicants should review the FY'26 Law Enforcement Solicitation Packet in its entirety, and submit the completed application, including the requested information and all required attachments, using the link on the website at cjcc.georgia.gov on or before 5 p.m., September 26, 2025. **This form and the provided budget detail are the only acceptable formats for submitting the narratives and budget for this funding year. It is recommended that applicants allow adequate time to complete the application. Applications must be submitted using the required format; scanned or handwritten copies of the application will not be accepted.** Any application that does not adequately answer all applicable questions will be considered incomplete and will not be reviewed for funding.

SECTION II: ELIGIBILITY PROCESS

Application Review

Applications will be reviewed and assessed by the CACJ Funding Committee members and its designated representatives who will consider the following:

1. Overall quality and completeness of the application.
2. Demonstration of clear, measurable, and appropriate standards.
3. Demonstration of need including geographic location, local demographics, local statistics, other financial resources, etc.
4. Adequate correlation between the cost of the project and the objective(s) to be achieved.
5. Support provided by agency to accountability court.
6. Sharing resources among each accountability court within the circuit is strongly encouraged. All applications within each circuit will be reviewed together.

7. Demonstration of current participation in Accountability Courts and compliance with Certification Requirements.

Only complete applications received by the deadline will be reviewed. **When an application is received by the CJCC, there is no commitment on the part of the CACJ Funding Committee to fund an application or to fund it at the amount requested**. All areas of the budget are subject to review and approval. Decisions related to these budget areas are based on both eligibility and reasonableness. The CACJ Funding Committee has full discretion to determine the reasonableness of budget items based on both objective and subjective decision-making tools. See "Restrictions on Use of Funds" subsection below to determine whether budget items requested are allowable prior to submitting your budget.
Applications for funding will undergo several reviews. At any point during these reviews, a decision not to fund a project or any part thereof may be made. These decisions are within the complete discretion of the CACJ Funding Committee.

Competitive Funding Decisions

All competitive funding decisions related to CJCC applications received in response to this solicitation are made by the CACJ Funding Committee and are based on the availability of funding. The Council will inform the applicants of funding decisions through grant awards. Applicants should not make assumptions regarding funding decisions until they have received official written notification of awards or denials signed by CJCC.

Once an award is made, the CACJ in conjunction with CJCC, maintains discretion to determine that a grantee is not compliant with applicable policies, and upon such a determination may terminate further funding and require reimbursement of grant funds to the CACJ.

Use of Funds

For this grant period, grants funds can be used for overtime purposes, office supplies (only to be used for surveillance in support of Accountability Courts) and vehicle maintenance.

Restriction of Funds

Grant funds will not be allowed to be used for: state training, salary, office space, utilities, furniture, incentives, monthly cell phone charges, the purchase of vehicles, weapons, for overall agency supplies, construction projects and grant administrative overhead.

Supplantation

Funds must be used to supplement existing funds for program activities and cannot replace or supplant state funds that have been appropriated for the same purpose. Generally, supplanting occurs when a local government or program reduces local or other available funds for an activity specifically because state funds are available (or expected to be available) to fund that same activity.

When supplanting is not permitted, any State grant funds may not replace any local, or other available funds that have been appropriated or allocated for the same purpose. In those instances when a question of supplanting arises, the applicant or grantee will be required to substantiate that the reduction in non-state resources occurred for reasons other than the receipt or expected receipt of state funds.

SECTION III: POST-AWARD REQUIREMENTS

Grant Acceptance and Special Conditions

At the time of the grant award, the CACJ Funding Committee will assign special conditions, as deemed appropriate for the program. The special conditions will outline the grantee's responsibilities, as well as state regulations that must be followed, as a condition of accepting the grant award for the approved program. The special conditions will be included in the award packet and must be reviewed and signed.

Grantees wishing to accept FY'26 funding must submit signed Acceptance Letters and Special Conditions to CJCC's online grant managment portal by December 31, 2025. CACJ Funding Committee will assume your court rejects its FY'26 award if these acceptance documents are not received by this submission deadline.

This is a reimbursement grant. If awarded funds, your agency will be required to submit check stubs and copies of invoices to CJCC for reimbursement on a quarterly or monthly basis.

SECTION IV: Project Narrative

All applicants must complete a project narrative describing the proposed project. The following elements are required in the project narrative.

- **Project description**: Provide a description of the project including the agency's name, agency type, and year founded. Include the geographic area targeted, estimated number of individuals who will be served during the grant period, and relevant characteristics of the target population for the Accountability Court funded project. Applicants must demonstrate how they are currently interacting with Accountability Courts.
- **Needs statement**: Provide a statement of the specific problem(s)/gap(s) the project will address. Include data that supports this claim. Only use data that is verifiable and relevant to the target population. For example, do not use statewide data for a local problem statement and do not use national data for a statewide problem statement.
- **Project goals**: State the goals of the proposed project. Explain how the project goals will meet the needs of the project's target population and/or impact the proposed service area. For example, surveillance service providers should state an estimate of the number of participants that will be observed during the grant year and the anticipated outcomes. Outcomes are defined as changes in attitudes, knowledge, skills, behaviors, and conditions.

Goals must be specific, measurable, action-oriented, reasonable, and time-sensitive having performance indicators. Please prepare to explain in the evaluation plan section.

- **Project activities and services:** Describe the Accountability Court-funded project's service delivery plan. In other words, explain how the agency will achieve project goals. Outline who will conduct the activities and/or provide services, what the activities and services are, a timeline for accomplishing the activities, where services will be delivered, and why the activities and services are needed to achieve the stated goals. Please also explain how the plan for project activities and services will meet the target population's needs as described in the needs statement.
- **Resources needed:** In this section, please clearly explain the resources needed to conduct, enhance, and/or expand the project activities and services necessary to achieve the project's goals. For example, if the proposed project will also be supported by an Accountability Court grant and/or county funding, then explain how these grant funds will enhance these resources and enable the project to be conducted.

SECTION V: Attachments

MOU

Please attach an MOU between your agency and the accountability court(s).

Budget

All applicants must attach a budget using the provided Detailed Budget Worksheet. All line items within the budget are subject to review and approval. Decisions related to these budget line items are based on allowance of line-item costs per Accountability Court program guidelines, justification of costs in relation to project activities, and reasonableness of costs based on current market rates.

AGENDA ITEM

Treatment Services

REPORT TO: **Work Session (10/20/25)**

REPORT TO: **Voting Meeting (10/23/25)**

ITEM NO: 611/2025

SUBJECT: Approve the ratification of the application for the Criminal Justice Coordinating Council's (CJCC) FY 2022 Family Treatment Court Grant Program to provide funding for weekly meals, counseling, and transportation assistance for Hall County Family Treatment Court participants in the amount of $40,680.00, and if awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. An in-kind match of $25,000.00 is required.

Meetings:

Work Session Date: 10/20/25

Voting Meeting Date: 10/23/25

Executive Summary:

Presenter: BW

Recommendation:
Approve.

Purpose of Request:
Approve the ratification of the application for the Criminal Justice Coordinating Council's (CJCC) FY 2022 Family Treatment Court Grant Program to provide funding for weekly meals, counseling, and transportation assistance for Hall County Family Treatment Court participants in the amount of $40,680.00, and if awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. An in-kind match of $25,000.00 is required.

History:

Facts and Issues:

Options:

The Family Treatment Court Grant Program provides financial and technical assistance to local courts to develop and implement family treatment courts. This grant is separate from Hall County's annual Family Treatment Court grant. Hall County Treatment Services is requesting additional funding to support weekly meals during sessions, additional parenting and family counseling services, post-group incentives to support the family unit, and transportation vouchers to reduce barriers to treatment. These wraparound services ensure participants can fully engage in the program, supporting long-term recovery and successful family reunification.

Funding Requested	$ 25,000.00
Are funds within current budget?	Yes
Source of Funds	General Fund/ Grant 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	HH	JS	SG
Budget	**Finance**	**Attorney**	**Administration**
JM	EW	JL	CR
Clerk			
JR			

Attachments:

Financial Supplement
Requested Budget
Application
Request for Application

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 611/2025

Funds Requested: $ 25,000.00

Request Budgeted: Yes

Proposed Source of Funding:

General Fund/ Grant Funds

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	100-GENERAL FUND	2160-TREATMENT SERVICES	511100-SALARIES	$25,000.00
2026	250-MULTIPLE GRANT FUND	2160-TREATMENT SERVICES	521000-PROFESSIONAL SERVICES	$40,680.00
2026	250-MULTIPLE GRANT FUND	2160-TREATMENT SERVICES	331150-FEDERALâ€OPERATING INDIRECT	$-40,680.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: HH

Phone: (770) 536-3837

FY22 OJJDP Grant Budget Detail Request Worksheet

Court Name

Budget Worksheet Category	Line Item	Total Requested
Personnel		$0
Contract Services	BCBA $80/hour x 6 hours/week x 52 w	$24,960
Drug Testing Supplies		$0
Supplies /Other Costs	Meals $10/family x 16 participants x 52 Gift cards $50/participant x 16 particip	$8,320 $2,400
Equipment		$0
In State Training and Travel		
Transportation Funding	WeGo Vouchers $25/each x 200 vouche	$5,000
Total Budget Request:		$40,680

Match $25,000

Total Project $65,680

Instructions:
Add the request in column b and requested amount in column c
The itemized requests will automatically calculate in column d

FY2022 Family Treatment Court Grant Program Application

Department: Treatment Services

Program to be served by grant: Hall County Family Treatment Court

Grant Solicitation Release Date: August 25, 2025

Grant Application Deadline: September 15, 2025

Total Budget Requested: $40,680

Match Requirement: 25% using CACJ state-funded Coordinator salary

Maximum Dollar Amount per Award: $50,000

Project Description

Treatment Services is the umbrella agency that encompasses all the accountability court programs in the Northeastern Judicial Circuit (Hall and Dawson counties). Our circuit currently operates multiple accountability court programs in Hall County (Drug Court, Mental Health Court, Family Treatment Court and DUI Court) and operates a multi-track treatment court program in Dawson County with 4 distinct tracks (drug track, mental health track, family treatment court track, and DUI track). Between all our accountability court programs, we currently serve over 580 active participants with treatment and drug testing services offered 7 days per week. Treatment Services also operates a full-time drug testing lab which analyzes over 53,000 drug screens per year.

The Hall County Family Treatment Court (FTC) currently has a census of 39 participants and has been in operation since 2006. The program provides intensive, evidence-based interventions to parents navigating substance use recovery while working to strengthen family stability. The court currently offers the Celebrating Families and Strengthening Families curriculum as a core component of the program. Both the Celebrating Families and Strengthening Families complete 3 full cohorts per year with an average group size of 8 participants. We anticipate that 85% of participating families will complete at least one of the curricula annually.

To support our facilitation of this curriculum, we are requesting additional funding to support weekly meals during sessions, additional parenting and family counseling services, post-group incentives to support the family unit, and transportation vouchers to reduce barriers to treatment. These wraparound services ensure participants can fully engage in the program, supporting long-term recovery and successful family reunification.

Needs Statement

Hall County currently has 39 active participants enrolled in Family Treatment Court. Many participants face significant barriers to program engagement, including limited access to transportation, food insecurity, and a lack of affordable family counseling. These barriers hinder consistent participation and diminish the effectiveness of treatment court services. By removing these barriers, parents and children can enjoy basic needs being met while experiencing a recovery-oriented environment with consistent access to supportive family counseling resources.

Substance use disorders disrupt parent-child bonds, erode family stability, and strain community resources. Without these supports, many families face inconsistent attendance, relapse risk, and fractured relationships. With them, families not only complete the program but build resilience, restore stability, and break intergenerational cycles of addiction and trauma.

Project Goals

1. Provide weekly meals at $10 per family for an average cost of $160 per week for the Strengthening Families and Celebrating Families curriculum. Each group has approximately 8 group members per group.
2. Promote family stability by supporting parents in becoming healthier parents and positive role models. Family counseling and parenting services will be provided by a Board-Certified Behavior Analyst (BCBA) at a pay rate of $80 per hour to specifically address treatment with children with behavioral challenges.
3. Reduce transportation barriers to and from treatment groups by providing program participants with $25 WeGo vouchers. WeGo is a safe and reliable government-sponsored rideshare service often utilized by program participants. These funds will help ensure participants are able to consistently attend required programming.
4. Recognize and applaud successful completion of the Celebrating and Strengthening Families curriculum by providing $50 post-group grocery gift cards to each family to help promote a healthy family unit.

Project Activities and Services

The Hall Count Family Treatment Court actively recruits new program participants and works closely with DFCS to quickly identify appropriate candidates. The DFCS screening form is utilized to assist with referrals, case planning, and targeted interventions for program participants. Program staff work diligently to identify appropriate participants and enroll them into the program to receive counseling services as quickly as possible.

Funding will support weekly meals for both the Celebrating Families and Strengthening Families groups at $10 per family for 16 participants = $160 per week, for a total cost of $8,320 per year.

Funding will also support BCBA family counseling and parenting services at a pay rate of $80 per hour for 6 hours per week = $480 per week, totaling $24,960 during the grant period.

Funds will be used to purchase 200 $25 WeGo vouchers for a total of $5,000 to remove transportation barriers to treatment for our low-income families.

Funds will also be used to purchase $50 grocery gift cards for each family as a modest incentive to reinforce program commitment and celebrate family resilience. These incentives will be provided post-completion of the Celebrating and Strengthening Families curriculum. With an estimated 3 cohorts of 16 participants across both groups annually, the cost would be $2,400.

By funding these wraparound services, this grant will allow the Hall County Family Treatment Court to deliver evidence-based interventions with fidelity and compassion. Families will share meals, gain parenting tools, overcome transportation barriers, and celebrate milestones together. We anticipate these combined efforts will result in increased retention, stronger family functioning, and improved parenting outcomes as measured by program assessments and participant feedback.

BRIAN P. KEMP
GOVERNOR

JAY NEAL
DIRECTOR

The Criminal Justice Coordinating Council (the Council) is pleased to announce that it is seeking applications for competitive funding for established Family Treatment Courts within the Accountability Courts in the State of Georgia under the Office of Juvenile Justice and Delinquency Prevention (OJJDP) FY2022 Family Treatment Court Grant Program (CFDA 16.838).

FY2022 Family Treatment Court Grant Program
Competitive Request for Applications

Eligibility

Applicants are limited to current state funded Family Treatment Courts. Funding will be available to assist established courts in the both the implementation or continuation of evidence-based programming along with additional wrap around services to support program participants and their children.

Deadline

Applications are due by Monday, September 15, 2025

Available Funding

Maximum Dollar Amount per Award: $50,000

Applicants may request up to $50,000 for a one-year grant period. The amount to be awarded to each agency will be determined by the Council under the advisement of the Council of Accountability Court Judges Funding Committee.

Award Period

Award period October 1, 2025 – September 30, 2026

Contact Information

For assistance with the requirements of this solicitation, contact:
Muretta Moss, Planner: Muretta.Moss@cjcc.ga.gov.

Release Date: August 25, 2025

THIS IS A FEDERAL GRANT SUBJECT TO FEDERAL RULES AND REGULATIONS

SECTION I: OVERVIEW AND INSTRUCTIONS

The FY2022 OJJDP Family Treatment Court Program

The Family Treatment Court Grant Program provides financial and technical assistance to local courts, units of local government, and federally recognized Indian tribal governments to develop and implement family treatment courts.

Criminal Justice Coordinating Council

The Criminal Justice Coordinating Council is designated by the Governor of Georgia as the State Administering Agency for criminal justice and victims' assistance programs. Created by the General Assembly (O.C.G.A. § 35-6A-2), the Council is comprised of twenty-seven members representing various components of the criminal justice system.

Overview of the State of Georgia's Accountability Court Funding Program

The Council of Accountability Court of Judges (CACJ) was created in 2015 by the Georgia Legislature and by Governor Nathan Deal to provide courts with the critical funding necessary to support the growth of Accountability Courts in Georgia to reduce the prison population.

Overview of the State of Georgia's Family Treatment Court Grant Program

Georgia's Family Treatment Court Grant Program provides training, financial, and technical assistance to funded Family Treatment Courts within Georgia Accountability Court system, to implement Celebrating Families Program 0-17 (CFP 0-17) and Strengthening Families Program 3-17 (SFP 3-17) as well as wrap around services to include: transportation, childcare, therapy, evidence-based programming for participants and their children.

How to Apply

Interested applicants should review the Family Treatment Grant Program RFP in its entirety, and submit the completed application, including the requested information and all required attachments. The application must be submitted online via the CJCC Grants Management system on or before 5 p.m., September 15, 2025. **Please click here apply. This portal is the only acceptable formats for submitting the narratives and budget for the funding year. It is recommended that applicants allow adequate time to complete the application. Applications must be submitted using the required format.** Any application that does not adequately answer all applicable questions will be considered incomplete and will not be reviewed for funding.

SECTION II: APPLICATION PROCESS

Application Review

Applications will be reviewed and assessed by the Council and the CACJ Funding Committee members and its designated representatives who will consider the following:

1. Overall quality and completeness of the application;
2. Demonstration of clear, measurable and appropriate standards;
3. Demonstration of need including geographic location, local demographics, local statistics, other financial resources, etc.;
4. Adequate correlation between the cost of the project and the objective(s) to be achieved.

Only complete applications received by the deadline will be reviewed. **When an application is received by the Council, there is no commitment on the part of the Council to fund an application or to fund it at the amount requested**. Decisions related to these budget areas are based on both eligibility and reasonableness. The Council has full discretion to determine the reasonableness of budget items based on both objective and subjective decision-making tools. See "Restrictions on Use of Funds" subsection below to determine whether budget items requested are allowable prior to submitting your budget.

Applications for funding will undergo several reviews. At any point during these reviews, a decision not to fund a project or any part thereof may be made. These decisions are within the complete discretion of the Council.

Competitive Funding Decisions

All funding decisions related to the program application received in response to this solicitation are made by the Council, based on the availability of funding and recommendations by the CACJ Funding Committee. The Council will inform the applicant of funding decisions through a grant award. Applicants should not make assumptions regarding funding decisions until they have received official written notification of award or denial signed by the CJCC Executive Director.

Once an award is made, it is within the discretion of the Council to determine that a subgrantee is not compliant with applicable policies. Upon such a determination, the Council may terminate further funding and require reimbursement of grant funds.

Allowable Funds

Funds for this award can be used for: compensation to the group treatment facilitators, meals for the families who are participating in the chosen curriculum sessions, supplies for the chosen curriculum, incentives as they relate to end of group celebrations, and childcare, and wrap around services to include additional family counseling, individual counseling or tutors for children, fees related to evidence-based extra-curricular activities for youth, child-care service for participants receiving treatment, and transportation. **Also, please note that for the purpose of this grant award, applicants may only choose one of the evidence-based curriculums to**

implement. Please contact the assigned CJCC staff person if you have any questions.

Restriction of Funds
Grant funds cannot be used for: state training, salary, office space, utilities, furniture, incentives, monthly cell phone charges, the purchase of vehicles, weapons, for overall agency supplies, construction projects and grant administrative overhead. Please note, this is not an exhaustive list. Please contact the assigned CJCC staff person if you have any questions.

Supplanting of Funds
Funds cannot replace or supplant federal or nonfederal funds that have been appropriated for the same purpose.

Match Requirement
There is a match of requirement of $25,000 that is attached to each subgrant award. The match will be satisfied using the state funded salary of either the Program Coordinator and/or Case Manager.

SECTION III: POST-AWARD REQUIREMENTS

Grant Acceptance
Subgrantees must accept or reject the grant award with original signatures and required forms within forty-five (45) days of the award date. The subgrantee will be unable to request funds until the award documents are submitted to the Council.

Special Conditions
At the time of the subgrant award, the Council will assign special conditions as deemed appropriate for the program. The special conditions will outline the subgrantee's responsibilities, as well as federal and state regulations that must be adhered to, as a condition of accepting the grant award for the approved program. The special conditions will be included in the award packet and must be reviewed, signed, and returned to the Council within **forty-five (45) days** of the award date. The Council may assume your court rejects the grant award if these acceptance documents are not received by this submission deadline.

This is a federal reimbursement grant. Potential subgrantees are expected to abide by federal rules and regulations.

Fiscal Accountability
Commingling of funds on either a program-by-program or project-by-project basis is prohibited. The subgrantee's accounting system must maintain a clear audit trail for each source of funding for each fiscal budget period and include the following:

- Separate accountability of receipts, expenditures, disbursements, and balances. CJCC recommends creating an account in your accounting system for each grant using the grant number provided by CJCC.
- Itemized records supporting all grant expenditures in sufficient detail to show exact nature of activity.

- Data and information for each expenditure with proper reference to a supporting voucher or bill properly approved.
- Maintenance of billing records for project related expenses (i.e. service invoices)
- Provisions for payment by check (as applicable).

Subgrantees will select whether they would prefer to be reimbursed for grant expenses on monthly or a quarterly basis once awarded.

Performance Measures and Reporting Requirements

Performance measurement can be defined as the process of routinely measuring the outputs and outcomes produced by a program, thereby allowing one to assess the effectiveness of program investments and activities. It has been found that measuring performance builds consensus and commitment within the justice community, assists with the goal of obtaining and allocating resources, demonstrates success, and improves accountability.

The Department of Justice, the federal entity that administers the Family Treatment Court Grant Program, has developed performance measures for all funded program types. As such, the Council requires that all funded subgrantees complete a semi-annual statistical report. Performance Measures for this award can be found here. More information regarding the performance reporting will follow post-award.

SECTION IV: PROGRAM DESIGN

Purpose

The State of Georgia's Criminal Justice Coordinating Council (CJCC) plans to expand substance use treatment programs in Family Treatment Courts (FTCs) by customizing treatment options to the needs of participants and their children in the court's jurisdiction, while also providing standardize training for court staff. CJCC intends to maximize funding by ensuring that evidence-based treatment options for all affected populations are available and accessible for each of the funded FTCs. CJCC will provide each of the funded courts with training for treatment/court staff to provide one of the evidence-based curriculums SFP-3-17 or CFP-0-17. Training will be conducted within 3-6 months of the initial award based on the need.

Program Period

This grant award period covers October 1, 2025, through September 30, 2026.

Target Population

Participation is limited to those who have a minimum of 3 months remaining in the accountability program. However, discretion is left to each court as to who is best appropriate to receive services offered by this grant program.

Goals and Objectives

Each applicant must utilize all of the following goals and objectives for its project. Applicants may add goals or objectives specific to their program.

Goals

- Enhance substance use disorder treatment services to FTC participants and their children.

- Ensure evidence-based programing is being implemented with fidelity.

Objectives

- Provide up to 2 cohorts per year of SFP or CFP.
- Have a 75% successful completion rate in all recipient programs
- Increase average number of treatment hours per month for children of FTC parent participants.

Services

Celebrating Families Program (CFP) is a parenting skills training program developed for families in which substance abuse and addiction is present; its three primary goals are: 1) break the cycle of substance abuse and dependency within families, 2) decrease substance use and reduce substance use relapse, and 3) facilitate successful family reunification. In alignment with cognitive behavioral therapies, CF uses modeling in the form of weekly instruction to replace learned substance abuse behaviors with healthier prosocial behaviors. The weekly group sessions include a family dinner, separate 90-minute sessions for parents and children focused on a particular theme (i.e., healthy living, anger management, facts about alcohol, tobacco, and other drugs, etc.), and a family session where parents and children participate in a 30-minute activity to practice the skills learned and to receive feedback on their performance. Most programs typically last 16 weeks. Additional information on CFP can be accessed at: https://nacoa.org/celebrating-families/

Strengthening Families Program (SFP) is a life-skills training program designed to address risk factors (behavioral, emotional, academic, and social problems) and increase resilience in families with children between the ages of 3 to 17 years old. The program includes three courses, and is delivered in 14 weekly, two-hour sessions. Parenting life skill sessions teach parents how to increase the likelihood and frequency of prosocial or desirable behaviors in children by using rewards, clear communication, effective discipline, substance use education, problem solving, and limit setting. Children's life skill sessions are designed to teach children effective communication related to their feelings, the feelings for others, to improve problem solving skills, and how to resist peer pressure, as well as to understand the consequences of substance use and noncompliance with parental rules. The family life skills session brings families together in a structured setting to practice therapeutic child play, learn communication skills, practice reinforcement prosocial behavior and disapproval of antisocial behavior, as well as practice family meetings and plan family activities together. Additional information on SFP can be accessed at: https://strengtheningfamiliesprogram.org/.

Training for SFP 0-17 and CFP 3-17 facilitators will be provided by CJCC.

SECTION V: APPLICATION FORM

Interested applicants should review the Family Treatment Court Grant Program Packet in its entirety, and submit the completed application, including the requested information and all required attachments. The application must be submitted online via the CJCC Grants Management system on or before 5 p.m., September 15, 2025. **Please click here apply.**

Program Narrative

All applicants must complete a project narrative within the provided weblink describing the proposed project. The following elements are required in the project narrative.

- **Project description**: Provide a description of the project including the agency's name, agency type, and year founded. Include the geographic area targeted, estimated number of individuals who will be served during the grant period, and relevant characteristics of the target population.
- **Needs statement**: Provide a statement of the specific problem(s)/gap(s) the project will address. Include data that supports this claim. Only use data that is verifiable and relevant to the target population. For example, do not use statewide data for a local problem statement and do not use national data for a statewide problem statement.
- **Project goals**: State the goals of the proposed project. Explain how the project goals will meet the needs of the project's target population and/or impact the proposed service area. For example, an estimated number of participants to be served during the grant period and the anticipated outcomes. Outcomes are defined as changes in attitudes, knowledge, skills, behaviors, and conditions. Goals must be specific, measurable, action-oriented, reasonable, and time-sensitive having performance indicators.
- **Project activities and services:** Describe the project's service delivery plan. In other words, explain how the agency will achieve project goals. Applicants should describe how the funding requested will enhance overall mission and services that the FTC currently provides. The applicant should describe the court current process for recruiting program participants. Please include detail explanation on whether the court currently uses the Division of Family and Children's Services Screening Form. If the court, does not utilize this tool, please provide an explanation as to why not. Please also explain how the plan for project activities will meet the target population's needs as described in the needs statement.

Attachments

- MOU/Contracts - Please attach any contract or MOU between your agency and the established service providers if applicable.

AGENDA ITEM

Executive Session

REPORT TO: **Work Session (10/20/25)**

REPORT TO: **Voting Meeting (10/23/25)**

ITEM NO: 621/2025

SUBJECT: 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)].

Meetings:

Work Session Date: 10/20/25 **Voting Meeting Date:** 10/23/25

Executive Summary:

Presenter: CA

Recommendation:
N/A

Purpose of Request:
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)].

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:

Approve	Clerk
JR	JR

Attachments: