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
Tuesday, June 09, 2026 - 03:00 PM

Call to Order

Administration

1 Approve the renewal of the annual contract RFQ/P #44-024 Demand Services for On-Call Commercial Real Estate Bokerages to Candler Real Estate Group, LLC of Gainesville, GA, Avison Young - Atlanta, LLC of Gainesville, GA, Powell Property Group, Inc. of Cumming, GA, and Norton Commercial & Acreage Group, LLC of Gainesville, GA. The estimated annual cost to exceed $50,000.00.

2 Approval and authorization for the Chairman to execute a resolution ratifying the purchase of 0.04 acres of real property located at 509 & 511 Main Street, Hall County, GA, Tax Parcel Numbers 01011 001002 and 01011 001003, for the sum of $1,575,000.00 for the purpose of a parking deck in connection with the Hall County Judicial Complex Expansion, approving and accepting the transfer of said property to the County, and authorizing the Chairman to execute any and all documents necessary to effectuate the transaction, subject to review and approval of the County Attorney.

Appointments for Consideration

3 Appointment to the Library Board of Trustees to serve an unexpired term to June 30, 2027. Commission District 2.

4 Appointment to the Planning Commission to serve an unexpired term to January 31, 2027. Commission District 3.

Central Services

5 Approve the renewal of the annual contract for RFQ/P# 44-008 GPS/AVL Vehicle Tracking System for Fleet Maintenance to LB Technology, Inc. of Memphis, TN. The estimated annual cost is $250,000.00.

6 Approve the renewal of the annual contract for RFQ/P# 43-001 Demand Services for Professional Architectural Services for Central Services to Precision Planning, Inc. of Lawrenceville, GA, CPL Architects, Engineers, Landscape Architect and Surveyor, D.P.C. (P.C.) of Suwanee, GA and Hussey, Gay, Bell & DeYoung International, Inc. of Duluth, GA. The estimated annual cost is $273,030.00.

7 Approve the renewal of the annual contract for RFQ/P #42-009 Landscape Maintenance Services for Central Services to ACS Landscape Management, Inc. of Oakwood, GA. The estimated annual cost is $458,822.00.

8 Approve the award of RFQ/P #47-007 Demand Services for On-Call HVAC Contractors for Central Services to Ace Comfort of Gainesville, GA, Conditioned Air Systems, Inc. of Gainesville, GA, J.R. Hobbs Co-Atlanta LLC of Lawrenceville, GA, B&W Mechanical Contractors of Lawrenceville, GA, Lawson Air Conditioning and Plumbing, Inc. of Gainesville, GA, and Capital City Mechanical Services, LLC of Peachtree Corners, GA. The estimated annual cost is $1,265,063.00.

Community Services and Parks

9 Approve the reimbursement for the procurement of East Hall Library shelving to the Hall County Library System, in the amount of $252,523.94.

10 Approve the renewal of the annual contract for Planned PEThood Veterinary Services for Animal Services to Planned PEThood of GA of Duluth, GA. The estimated annual cost is $241,800.00.

Correctional Institution

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

12 Approve the renewal of the annual contract for IFB #009-45 Inmate Grocery & Meat Products Supply for the Correctional Institution to Performance Food Group, Inc. of Oakwood, GA and Sysco Atlanta of College Park, GA. The estimated annual cost is $517,140.00.

County Attorney

13 Approval and authorization to declare approximately 0.032 acres of remnant right-of-way property owned by Hall County and located along Spout Springs Road adjacent to 6310 Looper Lake Drive, Flowery Branch, GA 30542 (Tax Parcel #15042 000040), to be surplus and unserviceable for County purposes, and to approve the conveyance of such property to Patricia Hortman by Quitclaim Deed pursuant to a Consent Order of the Superior Court of Hall County, subject to review and approval by the County Attorney.

Financial Services

14 Approve the award of the annual contract for IFB #015-47 Uniform Purchases for various County departments to Strongpoint, LLC of Gainesville, GA, Uniforms Unlimited of Athens, GA, Smyrna Police Distributors of Smyrna, GA, S.T.A.R. Apparel & Plastics of Oakwood, GA, T & T Uniforms, Inc. of Austell, GA, Federal Eastern International, LLC of Jacksonville, FL, and G T Distributors, Inc. of Pflugerville, TX. The estimated annual cost is $140,944.00.

15 Approve the renewal of the annual contract RFQ #44-021 Demand Services for General Contractor Services for Hall County Projects for various County departments to Chattahoochee Group, Inc. of Clermont, GA, BM & K Construction, Inc. of Jefferson, GA, Scroggs & Grizzel Contracting, Inc. of Clermont, GA, and Hogan Construction Group, LLC of Norcross, GA. The estimated annual cost is $1,000,000.00.

16 Approve the renewal of the annual contract for RFQ/P #46-005 Audit Services for Financial Services and the FY 2026 Audit Engagement to Rushton & Company, LLC of Gainesville, GA. The estimated annual cost is $99,775.00.

17 Present the proposed Fiscal Year 2027 Budget and Public Hearing.

Fire Rescue

18 Approve the renewal of the annual contract for IFB #006-46 Fire and EMS Uniform Supply Annual Contract for Fire Rescue to MES Service Company, LLC of Sandy Hook, CT, Strongpoint, LLC of Gainesville, GA, and North America Fire Equipment Co., Inc. (NAFECO) of Decatur, AL. The estimated annual cost is $367,327.00.

19 Approve the renewal of the annual contract for IFB #058-43 Fleet Maintenance and Repair Services for Fire Rescue Vehicles and Apparatus Equipment for Fire Rescue to Ten-8 Fire & Safety, LLC of Bradenton, FL. The estimated annual cost is $1,190,364.00.

Planning & Zoning

20 **4527 J M Turk Road & 4567 Stanley Road | Special Use |** on a 19.44± acre combined tract located on the northeast side of J M Turk Road approximately 212 feet southeast of its intersection with Grandview Parkway | Zoned AR-1; Tax Parcels 15044 000034A & 000034 **| Proposed Use: Agri-entertainment venue |** Commission District 1 **| Mulberry Springs Vineyard & Winery, applicant**

21 **4527 J M Turk Road & 4567 Stanley Road | Variance to Section 7.7.3 |** Agri-entertainment Event use standards | on a 19.44± acre combined tract located on the northeast side of J M Turk Road approximately 212 feet southeast of its intersection with Grandview Parkway | Zoned AR-1; Tax Parcels 15044 000034A & 000034 **| Proposed Use: Agri-entertainment venue |** Commission District 1 **| Mulberry Springs Vineyard & Winery, applicant**

22 Comprehensive Plan 2027 Update: Steering and Stakeholder Development Discussion

Public Works and Utilities

23 Approve Change Order #2 to Task Order #2023-008 Design Services for Capacity Upgrade to Spout Springs Water Reclamation Facility for Public Works & Utilities to Civil Engineering Consultants, Inc. of Marietta, GA, in the amount of $49,000.00.

Sheriff's Office

24 Approve the ratification for the emergency procurement and installation of a temporary hot water boiler at the Hall County Jail to B&W Mechanical Contractors, Inc of Lawrenceville, GA, in the amount of $119,345.67.

County Administrator

Public Comments (PUBLIC HEARING ITEMS (i.e. ZONINGS, ORDINANCE CHANGES, ETC.) WILL ONLY BE RECEIVED AT THE REGULAR SCHEDULED VOTING MEETINGS IN WHICH THE ITEM IS TO BE HEARD) 2 minutes per speaker/20 minutes maximum

Commission Time

Executive Session

25 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.

The Hall County Board of Commissioners is committed to conducting the public's business in an orderly, respectful, and professional manner and welcomes public participation. All attendees are expected to conduct themselves respectfully toward Board members, County staff, speakers, and fellow attendees. Disruptive conduct, including outbursts, shouting, or personal attacks, will not be permitted. Individuals engaging in disruptive behavior may receive a warning from the Chairman, and continued disruption may result in removal from the meeting by the Hall County Marshal's Office to allow the orderly conduct of County business.

AGENDA ITEM

Administration

REPORT TO: **Work Session (06/09/26)**

REPORT TO: **Voting Meeting (06/11/26)**

ITEM NO: 338/2026

SUBJECT: Approve the renewal of the annual contract RFQ/P #44-024 Demand Services for On-Call Commercial Real Estate Bokerages to Candler Real Estate Group, LLC of Gainesville, GA, Avison Young - Atlanta, LLC of Gainesville, GA, Powell Property Group, Inc. of Cumming, GA, and Norton Commercial & Acreage Group, LLC of Gainesville, GA. The estimated annual cost to exceed $50,000.00.

Meetings:

Work Session Date: 06/09/26 **Voting Meeting Date:** 06/11/26

Executive Summary:

Presenter: DS

Recommendation:
Approve.

Purpose of Request:
Approve the renewal of the annual contract RFQ/P #44-024 Demand Services for On-Call Commercial Real Estate Bokerages to Candler Real Estate Group, LLC of Gainesville, GA, Avison Young - Atlanta, LLC of Gainesville, GA, Powell Property Group, Inc. of Cumming, GA, and Norton Commercial & Acreage Group, LLC of Gainesville, GA. The estimated annual cost to exceed $50,000.00.

History:

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

Options:

Funding Requested	$ 50,000.00
Are funds within current budget?	Yes
Source of Funds	Various
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2026-06-30

Approvals:

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

Attachments:

Financial Supplement
Signature Request Cover Sheet
Renewal Contract - Candler
Renewal Contract - Avison Young
Renewal Contract - Powell
Renewal Contract - Norton

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 338/2026

Funds Requested: $ 50,000.00

Request Budgeted: Yes

Proposed Source of Funding:

Various

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2027	TBD	TBD	541100-LAND	$50,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: TS

Phone: 770-531-3900

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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
Andrew Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

CONTRACT RENEWAL SIGNATURE REQUEST

Date: May 19, 2026

To: David Gibbs, Chairman, BOC

From: Andrew Youngblood, Purchasing Manager

Your signature is requested to execute the attached Contract Renewal:

Bid/Contract Number: 44-024

Bid/Contract Name: Demand Services for On-Call Commercial Real Estate Brokerages

Department(s) Requesting Contract: Administration

Award Recipient Name: Candler Real Estate Group, LLC; Avison Young – Atlanta, LLC; Powell Property Group, Inc.; Norton Commercial & Acreage Group, LLC

Contract Description:

☒ Annual Contract ☐ New ☒ Renewal

FY 2026 Projected Spend: $194,000.00

☐ Price Increase Requested Increase Percentage: N/A

☒ Project/Service Contract FY 2027 Estimated Amount: greater than $50,000.00

☐ Product Contract Estimated Amount:

Comment:

Approve the annual contract renewal for Demand Services for On-Call Real Estate Brokerages to Candler Real Estate Group, LLC of Gainesville, GA; Avison Young – Atlanta, LLC of Gainesville, GA; Powell Property Group, Inc. of Cumming, GA; and Norton Commercial & Acreage Group, LLC of Gainesville, GA. The estimated cost for FY 2027 is expected to exceed $50,000.00. The FY 2027 estimated amount has been reviewed against the proposed FY 2027 budget by Finance.

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Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andrew Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

April 14, 2026

Candler Real Estate Group, LLC
135 Maple St NW
Gainesville, GA 30501
Attn: Lee Hemmer, CCIM, SIOR
Principal, Managing Broker
Email: lee@candlerre.com
Ph: (770) 988-6383

Subject: 44-024 Demand Services for On-Call Commercial Real Estate Brokerage Services

Dear Lee,

Please find attached Contract Renewal #2, extending the contract for year three (3) of possible five (5) year terms, to extend the Contract for one (1) additional year through June 30, 2027.

If you are in agreement with the renewal, please sign, notarize, and return the attached agreement. The County accepts digital signatures. An executed copy will be returned to you upon countersignature by the Hall County Board of Commissioners – after which the County will send you a Notice to Proceed for the renewal.

Please furnish an updated Certificate of Insurance along with a current W-9 form. Additionally, provide a current contact list including name(s), title(s), email address(es), and phone number(s) for your company, if there are any changes.

Please respond by April 24, 2026. Hall County appreciates your cooperation with this process.

Andrew Youngblood, Purchasing Manager
Issuing Officer
Hall County, Georgia, Board of Commissioners

State of Georgia
County of Hall

Contract # 44-024-2

Contract Renewal #2
for
Year Three (3) of Five (5)

Title: 44-024 Demand Services for On-Call Real Estate Brokerage Services
Date: April 14, 2025

WHEREAS Contract #44-024 remains in force between Hall County, Georgia (Herein "County") located at 2875 Browns Rd., Gainesville, Georgia 30504 and Candler Real Estate Group, LLC of 135 Maple St NW,. Gainesville, GA 30501 until June 30, 2026, and

WHEREAS the Parties desire to extend the contract period for an additional one (1) year term from July 1, 2026, through June 30, 2027, in accordance with the same Terms and Conditions and pricing of Contract #44-024 dated March 14, 2024, and

WHEREAS the Contractor has agreed to this renewal and agrees to provide services previously supplied in accordance with the original agreement; and

WHEREAS with both parties agreeing to the renewal as stated and therefore, the above numbered contract is hereby modified as follows:

1. By extending the contract term through June 30, 2027,

2. Allow for price adjustments, if any, as agreed and recorded on Attachment A below,

3. Change Orders: Any and all change orders must be approved by the County's Purchasing Division prior to any additional work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order may be rejected and not compensated.

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

State of Georgia
County of Hall

Contract # 44-024-2

Attachment A

#44-024 Demand Services for On-Call Commercial Real Estate Brokerage Services

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

[Signature Page Follows]

IN WITNESS WHEREOF, said Parties have hereunto affixed their signature and seal on the day, month, and year below.

Candler Real Estate Group, LLC

By: _____

Print Name: Lee Hemmer

Title: Broker / Principal

Sworn to and subscribed before me this 16th day of April, 2026.

Notary Public: Rachel Vaughn

Notary commission expires: 2-20-27

[Locus Sigilli – Seal or Stamp]

RACHEL VAUGHN NOTARY PUBLIC COMMISSION EXPIRES Feb. 20, 2027 HALL COUNTY, GA

Hall County, Georgia

By: _____

David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
Board of Commissioners Clerk

APPROVED AS TO F

Nathaniel R. Ander
Senior Assistant County

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Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andrew Youngblood

April 14, 2026

Avison Young – Atlanta, LLC
425 Spring St SE, Suite 200
Gainesville, GA 30501
Attn: Frank Simpson, CCIM, SIOR
Principal, Managing Director
Email: frank.simpson@avisonyoung.com
Ph: (770) 532-9911

Subject: 44-024 Demand Services for On-Call Commercial Real Estate Brokerage Services

Dear Frank,

Please find attached Contract Renewal #2, extending the contract for year three (3) of possible five (5) year terms, to extend the Contract for one (1) additional year through June 30, 2027.

If you are in agreement with the renewal, please sign, notarize, and return the attached agreement. The County accepts digital signatures. An executed copy will be returned to you upon countersignature by the Hall County Board of Commissioners – after which the County will send you a Notice to Proceed for the renewal.

Please furnish an updated Certificate of Insurance along with a current W-9 form. Additionally, provide a current contact list including name(s), title(s), email address(es), and phone number(s) for your company, if there are any changes.

Please respond by April 24, 2026. Hall County appreciates your cooperation with this process.

Andrew Youngblood, Purchasing Manager
Issuing Officer
Hall County, Georgia, Board of Commissioners

State of Georgia
County of Hall

Contract # 44-024-2

Contract Renewal #2
for
Year Three (3) of Five (5)

Title: 44-024 Demand Services for On-Call Real Estate Brokerage Services
Date: April 14, 2025

WHEREAS Contract #44-024 remains in force between Hall County, Georgia (Herein "County") located at 2875 Browns Rd., Gainesville, Georgia 30504 and Avison Young – Atlanta, LLC of 425 Spring St SE, Suite 200, Gainesville, GA 30501 until June 30, 2026, and

WHEREAS the Parties desire to extend the contract period for an additional one (1) year term from July 1, 2026, through June 30, 2027, in accordance with the same Terms and Conditions and pricing of Contract #44-024 dated March 14, 2024, and

WHEREAS the Contractor has agreed to this renewal and agrees to provide services previously supplied in accordance with the original agreement; and

WHEREAS with both parties agreeing to the renewal as stated and therefore, the above numbered contract is hereby modified as follows:

1. By extending the contract term through June 30, 2027,

2. Allow for price adjustments, if any, as agreed and recorded on Attachment A below,

3. Change Orders: Any and all change orders must be approved by the County's Purchasing Division prior to any additional work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order may be rejected and not compensated.

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

State of Georgia
County of Hall

Contract # 44-024-2

Attachment A

#44-024 Demand Services for On-Call Commercial Real Estate Brokerage Services

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

[Signature Page Follows]

IN WITNESS WHEREOF, said Parties have hereunto affixed their signature and seal on the day, month, and year below.

Avison Young – Atlanta, LLC

By: _____

Print Name: Frank N Simpre

Title: Managing Director - Principal

Sworn to and subscribed before me this

15th day of April, 2026.

Notary Public: _____

Notary commission expires: Dec. 16, 2028

[Locus Sigilli – Seal or Stamp]

KELLY GOINS NOTARY PUBLIC WHITE COUNTY, GA EXP. DEC. 16, 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

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Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andrew Youngblood

April 14, 2026

Powell Property Group, Inc
PO Box 3184
Cumming, GA 30028
Attn: Dennis Powell
Managing Broker
Email: dennisppg@gmail.com
Ph: (770) 364-2740

Subject: 44-024 Demand Services for On-Call Commercial Real Estate Brokerage Services

Dear Dennis,

Please find attached Contract Renewal #2, extending the contract for year three (3) of possible five (5) year terms, to extend the Contract for one (1) additional year through June 30, 2027.

If you are in agreement with the renewal, please sign, notarize, and return the attached agreement. The County accepts digital signatures. An executed copy will be returned to you upon countersignature by the Hall County Board of Commissioners – after which the County will send you a Notice to Proceed for the renewal.

Please furnish an updated Certificate of Insurance along with a current W-9 form. Additionally, provide a current contact list including name(s), title(s), email address(es), and phone number(s) for your company, if there are any changes.

Please respond by April 24, 2026. Hall County appreciates your cooperation with this process.

Andrew Youngblood, Purchasing Manager
Issuing Officer
Hall County, Georgia, Board of Commissioners

State of Georgia
County of Hall

Contract # 44-024-2

Contract Renewal #2
for
Year Three (3) of Five (5)

Title: 44-024 Demand Services for On-Call Real Estate Brokerage Services
Date: April 14, 2025

WHEREAS Contract #44-024 remains in force between Hall County, Georgia (Herein "County") located at 2875 Browns Rd., Gainesville, Georgia 30504 and Powell Property Group, Inc of PO Box 3184, Cumming, GA 30028 until June 30, 2026, and

WHEREAS the Parties desire to extend the contract period for an additional one (1) year term from July 1, 2026, through June 30, 2027, in accordance with the same Terms and Conditions and pricing of Contract #44-024 dated March 14, 2024, and

WHEREAS the Contractor has agreed to this renewal and agrees to provide services previously supplied in accordance with the original agreement; and

WHEREAS with both parties agreeing to the renewal as stated and therefore, the above numbered contract is hereby modified as follows:

1. By extending the contract term through June 30, 2027,

2. Allow for price adjustments, if any, as agreed and recorded on Attachment A below,

3. Change Orders: Any and all change orders must be approved by the County's Purchasing Division prior to any additional work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order may be rejected and not compensated.

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

State of Georgia
County of Hall

Contract # 44-024-2

Attachment A

#44-024 Demand Services for On-Call Commercial Real Estate Brokerage Services

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

[Signature Page Follows]

IN WITNESS WHEREOF, said Parties have hereunto affixed their signature and seal on the day, month, and year below.

Powell Property Group, Inc.

By: _____

Print Name: Dennis Powell

Title: President

Hall County, Georgia

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

Date: _____

Attestation: _____
Board of Commissioners Clerk

Sworn to and subscribed before me this

20 day of April, 2026.

Notary Public: Courtney Marie Allison

Notary commission expires: 9/24/29

[Locus Sigilli – Seal or Stamp]

COURTNEY MARIE ALLISON
NOTARY
PUBLIC
Exp.
WHITE COUNTY, GA

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

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Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andrew Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

April 14, 2026

Norton Commercial & Acreage Group, LLC
434 Green St
Gainesville, GA 30501
Attn: Frank Norton, Jr
President/CEO, Managing Member
Email: fknjr@gonorton.com
Ph: (770) 503-4618

Subject: 44-024 Demand Services for On-Call Commercial Real Estate Brokerage Services

Dear Frank,

Please find attached Contract Renewal #2, extending the contract for year three (3) of possible five (5) year terms, to extend the Contract for one (1) additional year through June 30, 2027.

If you are in agreement with the renewal, please sign, notarize, and return the attached agreement. The County accepts digital signatures. An executed copy will be returned to you upon countersignature by the Hall County Board of Commissioners – after which the County will send you a Notice to Proceed for the renewal.

Please furnish an updated Certificate of Insurance along with a current W-9 form. Additionally, provide a current contact list including name(s), title(s), email address(es), and phone number(s) for your company, if there are any changes.

Please respond by April 24, 2026. Hall County appreciates your cooperation with this process.

Andrew Youngblood, Purchasing Manager
Issuing Officer
Hall County, Georgia, Board of Commissioners

State of Georgia
County of Hall

Contract # 44-024-2

Contract Renewal #2
for
Year Three (3) of Five (5)

Title: 44-024 Demand Services for On-Call Real Estate Brokerage Services
Date: April 14, 2025

WHEREAS Contract #44-024 remains in force between Hall County, Georgia (Herein "County") located at 2875 Browns Rd., Gainesville, Georgia 30504 and Norton Commercial & Acreage Group, LLC of 434 Green St, Gainesville, GA 30501 until June 30, 2026, and

WHEREAS the Parties desire to extend the contract period for an additional one (1) year term from July 1, 2026, through June 30, 2027, in accordance with the same Terms and Conditions and pricing of Contract #44-024 dated March 14, 2024, and

WHEREAS the Contractor has agreed to this renewal and agrees to provide services previously supplied in accordance with the original agreement; and

WHEREAS with both parties agreeing to the renewal as stated and therefore, the above numbered contract is hereby modified as follows:

1. By extending the contract term through June 30, 2027,

2. Allow for price adjustments, if any, as agreed and recorded on Attachment A below,

3. Change Orders: Any and all change orders must be approved by the County's Purchasing Division prior to any additional work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order may be rejected and not compensated.

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



State of Georgia
County of Hall

Contract # 44-024-2

Attachment A

#44-024 Demand Services for On-Call Commercial Real Estate Brokerage Services

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

[Signature Page Follows]

IN WITNESS WHEREOF, said Parties have hereunto affixed their signature and seal on the day, month, and year below.

Norton Commercial & Acreage Group, LLC

By: _____

Print Name: FRANK NORTON

Title: CEO MANAGER

Sworn to and subscribed before me this

20th day of April, 2026.

Notary Public: Cindy E Ballard

Notary commission expires: March 15, 2029

[Locus Sigilli – Seal or Stamp]

CINDY E. BALLARD NOTARY PUBLIC FORSYTH COUNTY, GA EXP. MARCH 15, 2029

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

Administration

REPORT TO: **Work Session (06/09/26)**

REPORT TO: **Voting Meeting (06/11/26)**

ITEM NO: 374/2026

SUBJECT: Approval and authorization for the Chairman to execute a resolution ratifying the purchase of 0.04 acres of real property located at 509 & 511 Main Street, Hall County, GA, Tax Parcel Numbers 01011 001002 and 01011 001003, for the sum of $1,575,000.00 for the purpose of a parking deck in connection with the Hall County Judicial Complex Expansion, approving and accepting the transfer of said property to the County, and authorizing the Chairman to execute any and all documents necessary to effectuate the transaction, subject to review and approval of the County Attorney.

Meetings:

Work Session Date: 06/09/26

Voting Meeting Date: 06/11/26

Executive Summary:

Presenter: DS

Recommendation:
Approve.

Purpose of Request:
Approval and authorization for the Chairman to execute a resolution ratifying the purchase of 0.04 acres of real property located at 509 & 511 Main Street, Hall County, GA, Tax Parcel Numbers 01011 001002 and 01011 001003, for the sum of $1,575,000.00 for the purpose of a parking deck in connection with the Hall County Judicial Complex Expansion, approving and accepting the transfer of said property to the County, and authorizing the Chairman to execute any and all documents necessary to effectuate the transaction, subject to review and approval of the County Attorney.

History:

Facts and Issues:

Options:

Funding Requested $ 1,575,000.00

Are funds within current budget? Yes

Source of Funds Capital Projects Fund

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	Budget	Finance	Attorney
JR	JM	TS	JL
Administration		**Clerk**	
CR		JR	

Attachments:

Financial Supplement
Resolution
Appraisal
Closing Documents
Sale & Purchase Documents

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 374/2026

Funds Requested: $ 1,575,000.00

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	1320-ADMINISTRATION	541100-LAND	$1,575,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions:

Phone:

STATE OF GEORGIA

COUNTY OF HALL

RESOLUTION RATIFYING PURCHASE OF REAL PROPERTY AND APPROVING AND AUTHORIZING THE TRANSFER OF THE SAME REAL PROPERTY TO HALL COUNTY, GEORGIA

WHEREAS, the Official Code of Georgia Annotated § 36-9-2 and Hall County Code Section 200.20.015 provide the Hall County Board of Commissioners with the authority to govern and control all property belonging to the County; and

WHEREAS, Grubs Market, LLC ("Grubs Market") was the owner in fee simple of approximately 0.40 acres of improved real property located at 509 and 511 Main Street, SW, Gainesville, Hall County, Georgia 30501, identified as Hall County Tax Parcel Nos. 01011 001002 and 01011 001003 (the "Property"); and

WHEREAS, on or about May 2026, Grubs Market and Hall County, Georgia (the "County") entered into a Real Estate Purchase and Sale Agreement (the "Agreement"), whereby the County agreed to purchase the Property for the sum of One Million Five Hundred Seventy-Five Thousand Dollars ($1,575,000.00), a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, an independent appraisal was obtained by the County establishing a market value of $1,575,000 for the Property; and

WHEREAS, pursuant to the Agreement, the parties consummated the sale of the Property and conveyed title to the County by Limited Warranty Deed and Quitclaim Deed, copies of which are attached hereto as Exhibits "B" and "C", respectively; and

WHEREAS, the Hall County Board of Commissioners has determined that acquisition of the Property is necessary and desirable to facilitate the expansion of the Hall County Judicial

Complex and related governmental operations, or for such other lawful public, governmental, or County purposes as may be determined by the Board of Commissioners; and

WHEREAS, the Hall County Board of Commissioners finds that acquisition of the Property serves a valid public purpose and is in the best interests of the citizens of Hall County.

NOW, THEREFORE, BE IT RESOLVED by the Hall County Board of Commissioners that:

1. The Real Estate Purchase and Sale Agreement between Hall County, Georgia and Grubs Market, LLC for the purchase of the Property is hereby ratified, approved, and confirmed in all respects.
2. The acquisition and transfer of the Property to Hall County, Georgia is hereby accepted and approved.
3. The purchase price of One Million Five Hundred Seventy-Five Thousand Dollars ($1,575,000.00), together with customary closing costs, is hereby ratified and approved.
4. The acquisition of the Property is hereby declared to serve a valid public purpose and to promote the health, safety, welfare, and governmental interests of Hall County, including, without limitation, the expansion of the Hall County Judicial Complex and other lawful governmental uses as may be authorized by the Board of Commissioners.
5. The Chairman and/or the Vice Chair, or any other appropriate County official, is authorized to execute any additional documents and take any actions necessary to effectuate and finalize the acquisition of the Property subject to the review and approval of the County Attorney.

[SIGNATURES AND ATTESTATION ON FOLLOWING PAGE}

SO RESOLVED this the 11th day of June, 2026.

HALL COUNTY BOARD OF COMMISSIONERS

By: _____
David Gibbs, Chairman

ATTEST:

_____ (SEAL)
Jennifer Rivera, County Clerk

APPROVED AS TO FORM:

_____
Justin R. Lawhon, Interim County Attorney

Authentisign ID: 8A732128-134F-F111-8EF3-000D3A1E6FED

EXHIBIT A

REAL ESTATE PURCHASE AND SALE AGREEMENT

STATE OF GEORGIA
COUNTY OF HALL

_____
DATE

This **PURCHASE AND SALE AGREEMENT** (this "Agreement") is made and entered into by and among **GRUBS MARKET, LLC**, a Georgia limited liability company (herein called "Seller") and **HALL COUNTY, GEORGIA,** (herein called "Purchaser"). The effective date of this Agreement (the "Effective Date") shall be the day on which this Agreement is last executed by Purchaser and Seller as reflected by the dates on the signature page hereof.

WITNESSETH THAT

Seller owns those tracts or parcels of land lying and being in the City of Gainesville, Hall County, Georgia, and being known as 509 and 511 SW Main Street, Gainesville, GA 30501, more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter called "Land"). The Land, all improvements situated thereon, all rights, privileges, rights of way, easements, and appurtenances thereto, and all leases, permits, licenses, authorizations, consents, entitlements, approvals, warranties, guarantees, and indemnities relating thereto, now or hereafter belonging thereto, are herein collectively referred to as the "Property".

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. **PURCHASE AND SALE:** Seller agrees to sell and convey the Property to Purchaser, and Purchaser agrees to purchase the Property from Seller on the terms and conditions provided in this Agreement.

2. **PURCHASE PRICE:** The purchase price (hereinafter referred to as the "Purchase Price") for the Property shall be **ONE MILLION FIVE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS [$ 1,575,000.00].**

3. **PAYMENT OF PURCHASE PRICE:** At the Closing, Purchaser shall pay Seller the Purchase Price, less a credit for the Earnest Money and as adjusted to reflect the pro-rations specifically provided for within Section 10.4 of this Agreement. Payment shall be by wire transfer of immediately available funds.

4. **EARNEST MONEY:** Upon (a) final approval of this transaction by the Hall County Board of Commissioners and (b) full execution and delivery of this Agreement by Seller and Purchaser, Purchaser shall, within one (1) Business Day thereafter, deposit Fifty Thousand and no/100 Dollars ($50,000.00) (the "Earnest Money") with Candler Real Estate Group, LLC as escrow agent (the "Escrow Agent"). Upon such deposit, all Earnest Money shall be non-refundable to Purchaser for any reason and shall be applied to the Purchase Price at Closing, and Escrow Agent shall hold and disburse the Earnest Money in accordance with this Section 4:

4.1 **Payment at Closing:** If the Closing takes place under this Agreement, Escrow Agent shall deliver the Earnest Money to, or upon the instructions of, Seller on the Closing Date.

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4.2 **Payment on Demand:** Upon receipt of any written certification from Seller demanding disbursement of the Earnest Money pursuant to this Agreement, Escrow Agent shall promptly forward a copy thereof to Purchaser and, unless Escrow Agent receives a court order directing otherwise within ten (10) calendar days after Purchaser's receipt of such certification, Escrow Agent shall disburse the Earnest Money to Seller and shall thereupon be released and discharged from any further duty or obligation hereunder. The Earnest Money is nonrefundable to Purchaser and Purchaser shall have no right to demand or receive a refund of the Earnest Money for any reason, except to the extent a court of competent jurisdiction orders otherwise in an interpleader or similar proceeding naming Escrow Agent as a party.

4.3 **Exculpation of Escrow Agent:** It is agreed that the duties of Escrow Agent in holding the Earnest Money are herein specifically provided and are purely ministerial in nature, and that Escrow Agent shall incur no liability whatsoever except for its willful misconduct or gross negligence, so long as Escrow Agent is acting in good faith. Seller and Purchaser do each hereby release Escrow Agent from any liability for any error of judgment or for any act done or omitted to be done by Escrow Agent in the good faith performance of its duties hereunder.

4.4 **Disputes:** Escrow Agent is acting solely as escrow agent with respect to the Earnest Money. If there is any dispute regarding delivery of the Earnest Money, Escrow Agent may refuse to make delivery and may continue to hold the Earnest Money until receipt of (i) a written authorization signed by Seller and Purchaser directing disposition of the Earnest Money, or (ii) a final court order directing disposition. Notwithstanding the foregoing, and consistent with the parties' agreement that the Earnest Money is nonrefundable to Purchaser, Escrow Agent shall, absent a conflicting written authorization executed by both parties or a final court order, deliver the Earnest Money to Seller upon Seller's written demand made in accordance with Section 4.2. Escrow Agent shall be reimbursed for all costs and expenses of any interpleader or similar action, including reasonable attorneys' fees and disbursements, by the party determined not to be entitled to the Earnest Money, and upon any delivery permitted herein, Escrow Agent shall have no further liability or obligation hereunder.

5. **LEGAL DESCRIPTION:** Unless the parties hereto agree otherwise in writing, the legal description of the Property to be contained in the Deed by which the Property is to be conveyed to Purchaser shall be produced from the legal description in the existing deed(s) vesting title in Seller. If a new survey is performed, Seller will execute a Quit Claim to Purchaser using the new legal description if requested by Purchaser.

6. **TITLE TO THE PROPERTY**

6.1 **Seller's Title:** At the Closing, Seller shall convey to Purchaser fee simple title to the Property. It shall be a condition precedent to Purchaser's obligation to close that Seller is able to convey fee simple title in and to the Property to Purchaser, subject only to the following exceptions: (i) current city, state, and county ad valorem property and sanitary sewer taxes not yet due and payable; (ii) all matters which would be revealed by an inspection or a current survey of the Land and (iii) all matters of record.

6.2 **Title Examination and Survey:** Purchaser may, but shall not be obligated, to obtain a new or updated survey of the Property. Notwithstanding anything to the contrary in this Agreement, if any title defect, encumbrance, or other matter affecting title (whether disclosed by a title commitment, update, survey, or otherwise) first arises or is first identified within thirty (30) days prior to the Closing Date, Seller shall have the right, exercisable by written notice to Purchaser at or before the Closing Date, to adjourn the Closing Date for a period of up to sixty (60) days to permit Seller to cure or remove such matter. No such adjournment by Seller shall constitute a default by Seller under this Agreement, and the Closing Date shall be automatically extended accordingly.

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6.3 **Reserved.**

6.4 **Agreements Affecting the Property:** Seller agrees that so long as this Agreement remains in force and effect, Seller will not voluntarily sell, assign, rent, lease, license, convey (absolutely or as security), grant an easement, lien security interest in, or otherwise dispose of, the Property (or any interest or estate therein), or apply for or consent to any zoning, land use or development restriction with respect to the Property, without the prior written consent of Purchaser, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, nothing in this Section 6.4 shall (i) restrict Seller's ordinary-course operation, maintenance, repair, or use of the Property consistent with Seller's past practices, (ii) restrict Seller's removal of FF&E and other personal property as contemplated by Section 16, or (iii) prohibit Seller from entering into agreements that, by their terms, will terminate or be terminable without penalty on or before Closing.

7. **INSPECTIONS:** During the term of this Agreement, Purchaser may inspect, examine, survey, test, and review all characteristics and aspects of the Property, subject to the following: (i) Purchaser's inspections will be at reasonable times upon reasonable notice and Purchaser will use reasonable efforts to minimize disturbance to Seller's business; (ii) all such inspections shall be non-destructive in nature, and specifically shall not include any physically intrusive testing without the prior written consent of Seller, which consent may be withheld by Seller in its sole discretion; (iii) Seller will reasonably cooperate to provide any due diligence materials and documents relating to Property; (iv) prior to any entry on the Land, Purchaser, and the contractors, representatives and agents of Purchaser who enter the Land, shall provide Seller proof of commercial general liability insurance with a reputable insurer in an amount of not less than $2,000,000.00 coverage naming Seller as an additional insured; (v) Purchaser may inspect originals of all leases and contracts; (vi) Purchaser shall pay all costs incurred in making such surveys, tests, and studies and shall indemnify, defend, and hold Seller harmless from any liens or claims for the cost of any such surveys, tests, analyses, and investigations, and any claims with respect to personal injury, death or damage to property arising out of such surveys, tests, analyses and investigations, but excluding any liability relating to the environmental condition of the Property (unless directly related to the acts or omissions of an inspecting party, including non-intrusive physical and mechanical inspections). Purchaser must repair any damage resulting from any tests or inspections. The repair and indemnification obligations of Purchaser under this Section shall survive the rescission, cancellation, or consummation of this Agreement.

7.1 **Due Diligence Materials:** Seller will work in good faith to provide to Purchaser the following third party information and documents, to the extent that such information and documents are non-proprietary and non-confidential, regarding the ownership, construction, or operation of the Property that are within the Seller's possession or control as Purchaser reasonably requests at Seller's expense: (i) any title insurance policy or similar instruments obtained by Seller; (ii) surveys of the Property; (iii) any existing, proposed, or drafted site plans, plats, engineering studies, and development plans; (iv) environmental reports and notices from, correspondence with or findings of environmental authorities; (v) leases, occupancy agreements, operating agreements, licenses and permits that affect Property; (vi) zoning and land use approvals or agreements (including conditions or stipulations of approval); (vii) notices (including notices of violation or similar citations) from and correspondence to or from the City of Gainesville, Hall County and/or the State of Georgia regarding the Property or that are proposed to affect the Property; (viii) archaeological, biological, soil, geological, grading, drainage, storm water, wetland, hydrology reports, surveys, or assessments and any other engineering reports for Property; (ix) contact information of all engineers, architects, draftsmen, or consultants known to Seller to possess information concerning Property and/or its development (each of whom Purchaser shall be authorized to contact and discuss the Property and/or its development; and (x) any other third party reports, contracts, and agreements of any kind pertaining to Property. All information provided by Seller which has been prepared by third

parties is without recourse or warranty. Further, Seller shall only be required to provide any notices or correspondence from governmental authorities relating to compliance of the Property with applicable laws, codes and regulations within the last two (2) years, or within the last five (5) years with respect to environmental matters (in each case only to the extent the same remain outstanding).

7.2 **No Due Diligence Period; No Unilateral Termination Right.** The parties acknowledge and agree there is no due diligence or unilateral termination period under this Agreement. Purchaser shall have no right to terminate this Agreement for any reason or no reason pursuant to a due diligence or termination period.

8. **RESERVED.**

9. **BROKERAGE:** The parties to this Agreement are represented by the following licensed Real Estate Brokers.

Selling Broker is Candler Real Estate Group, LLC

Listing Broker is Norton Commercial Acreage Group, LLC

Purchaser shall be responsible for the commission due to Candler Real Estate Group, LLC – Brian Hughes, CCIM & Lee Hemmer, CCIM, SIOR ("Purchaser's Broker"), which commission shall be billed outside of Closing and paid pursuant to a separate agreement between Purchaser and Candler Real Estate Group, LLC. No amount for such commission shall be shown on the settlement statement.

Seller shall be responsible for commission due to Listing Broker, Norton Commercial Acreage Group, LLC – Stephen Lovett & Charlie Hawkins ("Seller's Broker"), as agreed upon in a separate agreement between Seller and Listing Broker.

Each of Seller and Purchaser agrees to indemnify the other party against, and agrees to hold, save, and defend the other party harmless from, any and all claims (and expenses, including reasonable attorneys' fees, incurred in defending such claims or in enforcing this indemnity) for any real estate commission or similar fee arising out of or in any way connected with any claimed agency relationship with the indemnifying party and relating to the purchase and sale of the Property contemplated by this Agreement. The indemnities, waivers and releases contained in this Section 9 shall survive the rescission, cancellation, termination or consummation of this Agreement.

10. **THE CLOSING:**

10.1 **Closing Date:** The Closing shall be held on or before **MAY 29, 2026** (the "Closing Date" or "Closing"), in escrow through the office of Escrow Agent. The parties shall work in good faith to close on the Property by the Closing Date as specified above. The Closing may also be held on such other date as mutually agreed upon in writing between Purchaser and Seller, or as extended pursuant to Section 6.2.

10.2 **Deliveries at Closing:** At the Closing:

10.2.1 Seller shall convey to Purchaser fee simple title to the Property by customary limited warranty deed (the "Deed"), in form and substance reasonably acceptable to Purchaser.

10.2.2 If requested, Seller shall execute and deliver a customary quitclaim deed conveying the Property to Purchaser based on the overall legal description set forth in Purchaser's survey.

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10.2.3 Seller shall execute and deliver an owner's title affidavit sufficient for the Title Company to issue, without extra charge, an owner's policy of title insurance free of any exceptions for: (A) unfiled mechanics' or materialmen's liens, (B) rights of parties in possession, (C) brokers' liens, and (D) "gap" matters, in each case arising by, through or under Seller.

10.2.4 Seller shall execute and deliver a certificate as required by the Foreign Investors in Real Property Tax Act.

10.2.5 Seller shall execute and deliver an affidavit pursuant to O.C.G.A. § 48-7-128 stating whether Seller is subject to withholding for State of Georgia income tax withholding purposes.

10.2.6 Seller shall execute and deliver a settlement statement approved by the parties.

10.2.7 Purchaser shall pay the balance of the Purchase Price and execute and deliver the agreed settlement statement.

10.3 **Closing Costs:** At the Closing, Purchaser shall pay for the title examination, premium and any other costs and expenses for the issuance of a standard ALTA Owner's Policy of Title Insurance in the amount of the Purchase Price, the cost of any survey obtained by Purchaser, the cost of Purchaser's due diligence and all recording and filing fees and the real estate transfer tax. All other costs shall be paid by the party incurring the same.

10.4 **Proration of Ad Valorem Taxes:** All state, city and county ad valorem taxes due with respect to the Property for the calendar year of the Closing shall be prorated between Seller and Purchaser as of 11:59 PM on the day immediately preceding the Closing Date. Such shall be based upon the latest ad valorem property assessment bills available, and if such bills cover other property than the Property, then such proration shall also be based on the fraction obtained when the number of acres of the Property is divided by the number of acres of property so covered by such bills. Seller shall be responsible for payment of all charges under all leases, licenses, easements, reciprocal easement agreements, management agreements, brokerage agreements, service contracts and other agreements related to the Property for all periods before Closing.

11. **DAMAGE:** Until the purchase of the Property has been consummated by Purchaser, all risk of loss respecting the Property shall be borne by Seller.

12. **DEFAULT:**

12.1 **Seller's Default:** If the sale and purchase of the Property is not consummated because of Seller's default and the default continues for a period of ten (10) days after written notice of such default is given to Seller by Purchaser, Purchaser shall elect as Purchaser's sole remedy for such default either to (i) terminate this Agreement by giving written notice of such termination to Seller, then have the Earnest Money delivered to Seller, whereupon all rights, duties and obligations of all the parties hereunder shall expire and this Agreement shall in all respects become null and void, except as expressly set forth herein to the contrary, or (ii) exercise its right to seek and obtain specific performance of Seller's obligation to convey the Property to Purchaser as described in this Agreement; PROVIDED, HOWEVER, that unless Purchaser files with the office of the Clerk of the Superior Court in the county wherein the Property is located, an action seeking such specific performance, and serves the same on Seller or Seller's counsel within ninety (90) calendar days of the expiration of such 10-day cure period noted above, then Purchaser shall be deemed to have waived forever its right so to seek and obtain such specific performance. In any specific performance action brought by Purchaser under this Section 12.1, each party shall bear its own attorneys' fees and costs, and the prevailing-party fee-shifting provision of Section 15.11 shall not apply.

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12.2 **Purchaser's Default:** If the sale and purchase of the Property contemplated by this Agreement is not consummated because of Purchaser's default hereunder and the default continues for a period of ten (10) days after written notice of such default is given to Purchaser by Seller, Escrow Agent shall (after first giving Purchaser ten (10) days prior written notice) pay over the Earnest Money to Seller, as Seller's sole and exclusive remedy hereunder (except with respect to the indemnities contained in Sections 7, and 9 hereof) for such default by Purchaser, the parties hereto acknowledging that it is impossible to estimate more precisely the damages which might be suffered by Seller upon Purchaser's default. Seller's retention of said Earnest Money is intended not as a penalty, but as full liquidated damages pursuant to Official Code of Ga. Ann. § 13-6-7. The right to receive and retain the Earnest Money as full liquidated damages is Seller's sole and exclusive remedy in the event of default hereunder by Purchaser, the parties agreeing that the Earnest Money is a reasonable pre-estimate of Seller's probable loss in the event of a default by Purchaser, and Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue Purchaser (except with respect to the indemnities contained in Section 9 hereof): (i) for specific performance of this Agreement, or (ii) to recover actual damages in excess of the Earnest Money. Purchaser hereby waives and releases any right to (and hereby covenants that it shall not) sue Seller or seek or claim a refund of said Earnest Money (or any part thereof) on the grounds it is unreasonable in amount and exceeds Seller's actual damages or that its retention by Seller constitutes a penalty and not agreed upon and reasonable liquidated damages as permitted under Official Code of Ga. Ann. § 13-6-7.

13. **SELLER'S REPRESENTATIONS:** As an inducement to Purchaser to enter into this Agreement and to purchase the Property, Seller warrants and represents, or covenants, to Purchaser, as of the date hereof, as follows: For all purposes of this Section 13, any representation or warranty made by Seller "to Seller's knowledge," "to the knowledge of Seller," or any similar phrase shall mean the actual knowledge (and not constructive, imputed, or implied knowledge, and without any duty of investigation or inquiry) of Jonathan Allen.

13.1 **Reserved:**

13.2 **Reserved:**

13.3 **Tax Contests:** Seller is not currently contesting ad valorem property taxes affecting the Property.

13.4 **Seller:** The person(s) executing this Agreement on behalf of Seller is duly authorized to do so. Seller has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement (and all documents and instruments and the transaction contemplated hereby or incidental hereto) on the part of Seller have been duly authorized and no other action by Seller is required to the valid and binding execution, delivery and performance of this Agreement by Seller.

13.5 **Status and Authority of Seller**. Seller is a Georgia limited liability company that is in good standing and has all requisite power and authority to execute and deliver this Agreement and consummate the Closing.

13.6 **Litigation**. To Seller's knowledge, there are no actions or proceedings pending or threatened against the Seller which challenge Seller's right to enter into this Agreement and convey the Property, or which otherwise affect the Property.

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13.7 **Environmental Condition**. To Seller's knowledge and except as may be disclosed in any environmental report or assessment furnished to or obtained by Purchaser prior to Closing, no hazardous materials are located on, or have been handled, manufactured, generated, stored, processed, or disposed of on or released or discharged from the Property during Seller's period of ownership of the Property in violation of applicable environmental law in existence as of the date hereof.

13.8 **Encumbrances**. There are no leases affecting the Property, and to Seller's knowledge, the Property is not encumbered by encroachments or easements which are not a matter of record.

If Purchaser learns before Closing that any representation or warranty of Seller hereunder was not true and correct in all material respects when made, but Purchaser proceeds to Closing anyway, Seller shall have no liability therefor. It shall be a condition precedent to Purchaser's obligation to close that Seller's representations and warranties hereunder are true and correct in all material respects as though made on the Closing Date. The acceptance and recordation of the Deed by Purchaser shall constitute full performance and discharge of all of Seller's obligations under this Agreement, except those obligations that, by their express terms, survive Closing.

14. **AS IS SALE:** Purchaser acknowledges and agrees that, except for the representations and warranties of Seller set forth in this Agreement and the warranty of title set to be set forth in the Deed (the "Seller Representations"), the Property is being sold on an "as is, where is" and "with all faults" basis on the terms and conditions herein set forth and that the Purchase Price reflects the "as is, where is" nature of this sale and any faults, liabilities, defects, or other adverse matters that may be associated with the Property. Purchaser further acknowledges and agrees that, except for the Seller Representations, Seller has not made and does not make, and Purchaser is not relying upon, any representation, warranty, promise, covenant, agreement, or guaranty of any kind or character whatsoever, whether express or implied, oral or written, past, present, or future, with respect to the Property, including, without limitation, representations or warranties as to (i) the value, nature, quality, or condition of the Property, including, without limitation, the water, soil, and geology, (ii) the income to be derived from the Property, (iii) the suitability of the Property for any and all activities and uses that Purchaser may conduct thereon, (iv) the compliance of or by the Property or its operation with any laws, rules, ordinances, or regulations of any applicable governmental authority or body, (v) the habitability, merchantability, marketability, profitability, or fitness for a particular purpose of the Property, (vi) the manner or quality of the construction or materials, if any, incorporated into the Property, (vii) the manner, quality, state of repair, or lack of repair of the Property, or (viii) any other matter with respect to the Property. Purchaser, on behalf of itself and its successors and assigns, hereby releases Seller and Seller's members, managers, officers, employees, agents, and affiliates (collectively, the "Seller Released Parties") from, and waives any and all claims, demands, causes of action, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) of any kind or character, whether known or unknown, foreseen or unforeseen, that Purchaser has or may have in the future against any of the Seller Released Parties arising from or related to the physical, environmental, economic, or legal condition of the Property, including, without limitation, any claim under CERCLA or any other Environmental Law. Purchaser covenants and agrees that it shall not commence, prosecute, or maintain any action, suit, or proceeding against any of the Seller Released Parties in respect of any matter released pursuant to this Section 14. The provisions of this Section 14 shall survive Closing and the delivery and recordation of the Deed indefinitely.

14.1 Limitation of Liability; No Recourse to Members. Notwithstanding anything to the contrary in this Agreement, Purchaser's sole recourse for any claim, demand, action, suit, or proceeding arising out of or relating to this Agreement, the Property, or the transactions contemplated hereby shall be against the assets of Grubs Market, LLC, and no member, manager, officer, employee, agent, or affiliate of Grubs Market, LLC (including, without limitation, Robert Turner and Daniel Stribling) shall have any personal liability of any kind under or in connection with this Agreement, whether based in contract, tort, statute, equity, or

otherwise. Purchaser, on behalf of itself and its successors and assigns, hereby waives and releases any and all claims against any such persons in their individual capacities. The provisions of this Section 14.1 shall survive Closing and any termination of this Agreement.

15. **MISCELLANEOUS:**

15.1 **Time of Essence:** Time is of the essence of this Agreement.

15.2 **Notices.** All notices, requests, demands, and other communications required or permitted hereunder ("Notice") shall be in writing and shall refer to this Agreement.

15.2.1 "Notice" means any notice, demand, request, or other communication or document to be provided under this Agreement. Notice by either party to the other required or permitted under this Agreement may be given when delivered by electronic mail, by hand, when sent by certified mail, return receipt requested, by reputable courier service, or by overnight delivery via Federal Express or United Parcel Service. (i) If delivered by electronic mail, the Notice shall be deemed to have been sent, given, and received upon dispatch by the sending party sent to the correct email address. (ii) If delivered by hand, Notice shall be sent, given, and received when actually received by the addressee. (iii) If sent by certified mail or overnight delivery, Notice shall be deemed to have been sent, given, and received on the third (3rd) Business Day (if sent certified mail) or on the next Business Day (if sent overnight) following the date of such deposit (whether or not actually received by addressee) when properly deposited with the United States Postal Service, Federal Express, or United Parcel Service with the proper address and postage paid therewith, (iv) If sent by courier service, Notice shall be deemed to have been sent, given, and received when delivered to said courier service with the proper address and delivery charges either prepaid or charged to a proper account, and shall be deemed to have been received when actually received by the addressee. The addresses to which Notices shall be sent are:

If to Seller:	**Grubs Market, LLC** **Attention: Robert Turner** **938 Cherokee Road** **Gainesville, Georgia 30501** **Email: Robert.turner@geds-emergency.com**
If to Listing Broker:	**Norton Commercial Acreage Group, LLC** **Attention: Stephen Lovett** **434 Green Street** **Gainesville, GA 30501** **Email: slovett@nortoncommercial.com**
If to Purchaser:	**Hall County, Georgia** **Attention:** _____ _____ _____ **Email:** _____
with a copy to:	**Eric P. Wilborn** **200 Main Street, Suite 600** **Gainesville, GA 30501**

AuthenticIgn ID: BA732126-134F-F111-8EF3-000D3A1E5FED

ewilborn@smf-law.com

If to Selling Broker: **Candler Real Estate Group, LLC**
Attention: _____

_____

_____

Email: _____

15.3 **Entire Agreement:** This Agreement supersedes all prior discussions and agreements between Seller and Purchaser with respect to the Property and contains the sole and entire understanding between Seller and Purchaser with respect to the Property. All promises, inducements, offers, solicitations, agreements, commitments, representations, and warranties heretofore made between such parties are merged into this Agreement. This Agreement shall not be modified or amended in any respect except by a written instrument executed by or on behalf of Purchaser and Seller.

15.4 **Counterparts; Electronic Transmission:** This Agreement may be signed in any number of counterparts, including counterparts transmitted by facsimile or by e-mail as a PDF file, each of which shall be deemed to be an original. When counterparts have been executed by all parties, they shall have the same effect as if the signatures to each counterpart or copy were upon the same document, and facsimile or PDF counterparts shall be deemed valid as originals.

15.5 **Waiver:** Any condition, right, election, or option of termination, cancellation, or rescission granted by this Agreement to Purchaser or Seller may be expressly waived by such party.

15.6 **Date of Performance:** If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on a Saturday, Sunday, or legal holiday, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day.

15.7 **No Survival:** Except as expressly provided to the contrary in this Agreement, none of the representations, warranties, covenants, agreements, or indemnities of either party set forth in this Agreement shall survive the Closing, and no party shall have any right to bring any claim, action, or proceeding against any other party (or its members, managers, officers, employees, agents, or affiliates) based upon any such representation, warranty, covenant, agreement, or indemnity after the Closing has occurred. Purchaser's acceptance and recordation of the Deed at Closing shall constitute Purchaser's acknowledgment of full and complete performance and discharge by Seller of each and every obligation of Seller under this Agreement, except for those obligations that, by their express terms, survive Closing (including, without limitation, Sections 9, 14, and 14.1). The provisions of this Section 15.7 shall survive Closing and the delivery and recordation of the Deed indefinitely.

15.8 **Successors and Assigns:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns. Purchaser may not assign any of its rights or obligations under this Agreement, in whole or in part, without the prior written consent of Seller, which may be withheld in Seller's sole discretion. Any attempted assignment in violation of this section will be deemed null and void.

15.9 **Tax Information:** Seller and Purchaser shall each provide such tax information as the respective counsel may reasonably request in order to effect compliance with the reporting requirements of federal, state and local tax laws.

Authentisign ID: BA732126-134F-F111-8EF3-000D3A1E5FE0

15.10 **No Drafting Presumptions:** Both Purchaser and Seller have had full opportunity to participate and have participated in the drafting and revising of the language of this Agreement, and nothing in this Agreement shall be construed against the party drafting this Agreement because of having drafted this Agreement or any specific provision thereof.

15.11 **Governing Law:** This Agreement has been executed and delivered in, and shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of Georgia. Resolution of all disputes arising pursuant to this Agreement shall be exclusively in the Superior Court of Hall County, Georgia and the parties hereto hereby submit to the jurisdiction of the Superior Court of Hall County, Georgia and agree that venue is proper in such Court and hereby waive any jurisdictional or venue rights they may have otherwise. Provided however, that if the claim or dispute involves questions of federal law, then jurisdiction and venue shall be in the United States District Court, Northern District of Georgia, Gainesville Division. Diversity of the parties shall not be considered a federal question under this Agreement. In the event of a dispute under this Agreement, the prevailing party in such dispute shall be entitled to reimbursement from the non-prevailing party for all costs, expenses, and attorney's fees incurred in connection with such dispute.

15.12 **Waiver of Jury Trial:** By executing this Agreement, each party knowingly, voluntarily and intentionally waives its rights and the rights its heirs, assigns, successors or personal representatives may have to a trial by jury in any action, proceeding or suit, whether arising in contract, tort or otherwise, and whether asserted by way of complaint, answer, cross-claim, counterclaim, affirmative defense or otherwise, based on, arising out of, under or in connection with this Agreement or any other instrument, document or agreement to be executed in connection herewith or modification or extension of any of the foregoing.

15.13 **Time Limit of the Offer:** The terms of this Agreement shall constitute an offer ("Offer") which shall expire at 5 o'clock p.m. on the 15th day of May, 2026 unless prior to that time it is accepted in writing by the party to whom the offer was made and notice of the acceptance is delivered back to the party making the offer.

16. **Special Stipulations:** The Purchaser and Seller agree all the furniture, fixtures, equipment, inventory, and personal property (collectively, "FF&E") are expressly excluded from this sale and shall remain the property of the Seller, including but not limited to: removable equipment, machinery, and tools; furniture, shelving, racking, display cases, decoration, and non-structural millwork; refrigeration units, coolers, freezers, walk-ins, and food service equipment; signage, branding, and proprietary trade fixtures; inventory, supplies, and consumables; point-of-sale systems, computers, and electronics; and all leased equipment. Trade fixtures installed by Seller for business operations shall be deemed personal property and are removable, even if affixed to the building. Seller shall have the right to enter the property before and up to ninety (90) days following closing (the "Post-Closing Removal Period") to remove all excluded FF&E, with no obligation to restore cosmetic damage resulting from normal removal. Seller shall be allowed to remove select mechanical equipment which shall be approved by Purchaser which approval shall not be unreasonably withheld. The provisions of this Section 16 shall survive Closing for the duration of the Post-Closing Removal Period.

Signatures appear on following page

Authentisign ID: BA732126-134F-F111-8EF3-000D3A1E5FED

Signature Page to Agreement between Grubs Market, LLC as Seller and Hall County, Georgia

IN WITNESS WHEREOF, the parties hereto have duly signed, sealed, and delivered this Agreement on the dates set forth under their signatures.

SELLER:

Grubs Market, LLC

By: Robert Turner

Print Name: Robert Turner

Title: Co-Owner

Date: 05/13/26

By: Daniel Stribling

Print Name: Daniel Stribling

Title: Co owner

Date: 05/13/26

PURCHASER:

Hall County, GA

By:

Print Name: David Gibbs

Title: Chairman

Date: May 28, 2026

SELLING BROKER:

Candler Real Estate Group

By: _____

Print Name: _____

Title: _____

LISTING BROKER:

Norton Commercial Acreage Group, LLC

By:

Print Name: Stephen Lovett

Title: Senior VP / Partner

Authentisign ID: BA732126-134F-F111-8EF3-000D3A1E5FED

Business Phone: _____
Email: _____
Date: _____

Business Phone: 770-297-4807
Email: slovett@nortoncommercial.com
Date: 05/13/26

EXHIBIT B

Return to: Eric P. Wilborn
Stewart, Melvin & Frost, LLP
P. O. Box 3280
Gainesville, Georgia 30503

LIMITED WARRANTY DEED

GEORGIA, COUNTY OF HALL

THIS INDENTURE, made this 20th day of May, 2026, between **GRUBS MARKET, LLC,** a Georgia limited liability company (hereinafter called **"GRANTOR"**), and **HALL COUNTY, GEORGIA** (hereinafter called **"GRANTEE"**).

WHEREAS, Robert William Turner and Daniel James Stribling are the sole members of Grubs Market, LLC, and this deed is being executed and delivered in connection with winding up the business of Grubs Market, LLC.

WITNESSETH: That the said **GRANTOR**, for and in consideration of the sum of ONE DOLLAR ($1.00) AND OTHER VALUABLE CONSIDERATION, in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said **GRANTEE** the following described property, to-wit:

> Property described on **Exhibit "A"** attached hereto and by reference made a part hereof.

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 claiming through or under Grantor.

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

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

Signed, sealed and delivered in the
Presence of:

GRUBS MARKET, LLC

_____
Unofficial Witness

_____ (SEAL)
By: Robert William Turner, Member/Manager

_____
Notary Public

(NOTARY SEAL)

My Commission Expires: 8/24/29

_____
Unofficial Witness

_____ (SEAL)
By: Daniel James Stribling, Member/Manager
a/k/a James Daniel Stribling

_____
Notary Public

(NOTARY SEAL)

My Commission Expires: 8/24/29

50054.477 (002 & 003)

EXHIBIT "A"
(Legal Description)

Legal per Deed Book 438 Page 52:

All that tract or parcel of land situated, lying and being in the City of Gainesville, County of Hall, and State of Georgia, and more fully described as follows:

Beginning at the northwest corner of the lot whereon E.E. Kimbrough formerly resided (said lot being later owned by W.B. Veasey) on Main Street and running thence in a northerly direction along Main Street 71.5 feet, more or less, to a corner of a lot formerly owned by E.E. Kimbrough but now known as the property of Lester Hosch, etal; thence in an easterly direction along the line of the said mentioned lot 124 feet, more or less, to an iron pin corner of a lot formerly belonging to Mrs. Merck, but now the property of A.E. Smith; thence in a southeasterly direction a straight line along the former lot of Mrs. Merck aforesaid at an obtuse angle a distance of 75 feet, more or less, to the line of the said former Kimbrough lot (now property of J.W. Peters); thence in a westerly direction a straight line along the property line of said Peters lot a distance of 146.5 feet, more or less, to the point of beginning on Main Street.

Legal per Deed Book 460 Page 428:

All that tract and parcel of land lying and being in on the East side of Main Street in Gainesville, Georgia, beginning at an iron stake pin corner located on East side of sidewalk at a point 372.8 feet South of Church Street, and running from said beginning corner stake on Main Street in a straight line 102.5 feet East to and along South wall of brick building to iron stake or pin corner, thence in a straight line southeast along hedge 64 feet to iron pin stake corner, thence in a straight line westward along hedge 125.5 feet to iron pin stake corner at East side of East sidewalk on Main Street at a point 57.3 feet from beginning corner, thence in a straight line along East side of sidewalk on Main Street 57.3 feet to the beginning corner. On said lot is a cottage made into two apartments.

Parcel ID Number: 01011 001002 and 01011 001003

TAX PARCEL #: 01011 001002, 01011 001003

PROPERTY ADDRESS: 509 SW Main St Gainesville, GA 30503 511 SW Main St Gainesville, GA 30503

This Deed is given subject to all easements and restrictions of record.

EXHIBIT C

Return to: Eric P. Wilborn
Stewart, Melvin & Frost, LLP
P. O. Box 3280
Gainesville, Georgia 30503

QUIT-CLAIM DEED

STATE OF GEORGIA, HALL COUNTY.

THIS INDENTURE, made this 28th day of May, 2026, between **GRUBS MARKET, LLC,** a Georgia limited liability company (hereinafter referred to as **"GRANTOR"**), and **HALL COUNTY, GEORGIA** a political subdivision of the State of Georgia (hereinafter referred to as **"GRANTEE"**) (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH: That Grantor, in consideration of the sum of ONE DOLLAR ($1.00) AND OTHER VALUABLE CONSIDERATION, in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, does hereby grant and convey unto Grantee all the right, title, interest, claim or demand which the Grantor has or may have had in and to the following described real property, to wit:

Property described on **Exhibit "A"** attached hereto and by reference made a part hereof.

TOGETHER WITH all the rights, members and appurtenances to the said described premises in anywise appertaining or belonging.

TO HAVE AND TO HOLD the said described premises unto the Grantee, so that neither the said Grantor, nor any other person or persons claiming under Grantor shall at any time claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed the day and year above written.

Signed, sealed and delivered in the presence of:

GRUBS MARKET, LLC

Cathy O. Saturn
Unofficial Witness

By: _____(SEAL)
Robert William Turner, Member/Manager

Lisa F Smith
Notary Public

LISA F. SMITH NOTARY PUBLIC COMMISSION EXPIRES July 24, 2029 HALL COUNTY, GA

(NOTARIAL SEAL)

My Commission Expires: July 24, 2029

Cathy O. Saturn
Unofficial Witness

By: _____(SEAL)
Daniel James Stribling, Member/Manager
a/k/a James Daniel Stribling

Lisa F Smith
Notary Public

LISA F. SMITH NOTARY PUBLIC COMMISSION EXPIRES July 24, 2029 HALL COUNTY, GA

(NOTARIAL SEAL)

My Commission Expires: July 24, 2029

50054.477 (002 & 003)

EXHIBIT 'A'

All that tract or parcel of land lying and being in Land Lot 154, 9th District, City of Gainesville, Hall Co GA and being shown and delineated on plat of survey prepared for Marco McKibbon LLC by Cleveland Land Surveying dated May 23, 2018 and being more particularly described according to said survey as follows:

TO FIND THE POINT OF BEGINNING, begin at the intersection of the East right of way of Main Street with the North right of way of College Ave.; thence along the Easterly right of way of Main Street North 33 degrees 02 minutes 22 seconds West 245.27 feet to an iron pin set being the POINT OF BEGINNING; thence continuing along said right of way North 32 degrees 28 minutes 01 second West 131.79 feet to an iron pin set; thence leaving said right of way North 56 degrees 21 minutes 04 seconds East 102.50 feet to an "X" in concrete placed; thence South 50 degrees 30 minutes 10 seconds East 134.96 feet to a nail and washer set; thence South 55 degrees 19 minutes 7 seconds West 144.37 feet to an iron pin set being the POINT OF BEGINNING.

DRAFT

Restricted Appraisal Report

509 & 511 Main Street, SW
An Existing Approximately 6,413 Square Foot Building
Situated on a 0.40 Acre Site
In Land Lot 148 of the 9th Land District
Gainesville, Hall County, Georgia 30501



Presented To:

Mr. John T. Gentry, Jr.
Assistant County Administrator
Hall County Government
P.O. Drawer 1435
Gainesville, Georgia 30503

Prepared By:

Metro Appraisals
P.O. Box 791
Gainesville, Georgia 30503

P.O. Box 1422
Moultrie, Georgia 31776

770-534-0384
Metro File # 2026-096

Valuation Date:

March 25, 2026

Date of Report:

April 16, 2026

DRAFT

April 16, 2026

Mr. John T. Gentry, Jr.
Assistant County Administrator
Hall County Government
P.O. Drawer 1435
Gainesville, Georgia 30503

Metro Appraisals

P.O. Box 791
Gainesville, Georgia 30503

P.O. Box 1422
Moultrie, Georgia 31776

770-534-0384
www.metroappraisals.com

David B. Griffin, MAI, SRA, AI-GRS
Scott E. Hirons, SRA
Marion L. Meeks, SRA
Cliff M. Ward, MAI

Re: Appraisal of an existing approximately 6,413 square foot building, situated on a 0.40 acre site, located at 509 - 511 Main Street, SW, Gainesville, Hall County, Georgia 30501.

Dear Mr. Gentry:

At your request, we visited and analyzed the subject property to develop an opinion of market value for the fee simple interest. The effective date of the current market value opinion is March 25, 2026.

Restricted Appraisal Report

This report is in a Restricted Appraisal Report format intended to comply with our interpretation of the reporting requirements in Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice. Use of this report is limited to the client. The client should be aware that the rationale for how the appraisers arrived at the opinions and conclusions set forth in the report may not be understood properly without additional information contained in the work file. We are not responsible for the unauthorized use of this report.

Current Fee Simple Market Value Opinion

Based on the analysis in this report, our opinion of the current, March 25, 2026, fee simple market value is

$1,575,000

ONE MILLION FIVE HUNDRED SEVENTY FIVE THOUSAND DOLLARS

Note to Client: The market value opinion above reflects the market value of the subject real property and does not include any value associated with equipment. We understand that in association with the renovations to the retail market component area of the property approximately 4 years ago significant cost was incurred for the equipment needed to operate a retail market. The majority of this equipment is not permanently affixed and therefore not considered to be real property. No value is included in our analysis associated with this equipment or equipment installation cost.

Marketability

The subject property has average to good overall marketability. The factors that positively influence marketability include:

- The subject has a good location, within the Midtown area of Gainesville;
- Property has TAD credits in place, with approximately 12 years of credits remaining associated with the Midtown Gainesville TAD;
- The retail component of the improvements was significantly renovated approximately 4 years ago and are in good physical condition;

The factors that negatively influence marketability include:

- Older age of the improvements, originally constructed in 1974;
- The unrenovated component of the northern area of the improvements is in average overall condition;
- Limited on-site parking available to support the improvements, as renovated;

The market value opinion for the subject is based on an estimated exposure period and marketing time for the subject property of 12 months.

Extraordinary Assumptions and Hypothetical Conditions

No Hypothetical Conditions have been utilized in developing our opinions of value.

This appraisal contains an extraordinary assumption defined below which were used in our analysis of the subject property and in developing the opinion(s) of value. Use of these assumptions and conditions does impact the assignment results. An extraordinary assumption is defined as information directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions.

It is an extraordinary assumption of this appraisal that the subject will continue to be utilized as a market, in order that the remaining approximately $176,662 of approved TAD funds will be received over the next 12 years.

The reader should review the attached Statement of Limiting Conditions. We have prepared the report based on our interpretation of the Uniform Standards of Professional Appraisal Practice as set forth by the Appraisal Foundation.

Employment was not conditional on producing a specific value or a value within a given range. Future employment prospects were not dependent on producing a specified value.

The basis of our fee did not include reporting a predetermined value or cause that favors the client.

METRO appraisals

DRAFT

We appreciate the opportunity to be of service. Please let us know if we can be of further assistance.

Respectfully,



Charles A. McKay
Associate Appraiser
State Certified General
Georgia No. 964



Cliff M. Ward, MAI
President
State Certified General
Georgia No. 269864

DRAFT

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DRAFT

Summary of Salient Data and Conclusions

Property Location:	509 – 511 Main Street, SW, Land Lot 148 of the 9th Land District, Gainesville, Hall County, Georgia 30501
Property Rights Appraised:	Fee simple interest
Highest and Best Use	
As Vacant:	Commercial development/Assemblage
As Improved:	Continued retail/light industrial use

Land Data

Area:	0.40 Acre, approximately
Zoning:	G-B, General Business District
Tax Identification Number:	01011 001002 & 01011 001003

Improvements Data

Property Type or Use:	Retail & light industrial building
Gross Building Area:	4,598 Square Feet – Renovated Retail Southern Area 1,815 Square Feet – Unrenovated Northern Area 6,413 Square Feet – Gross Building Area

Market Value

Current Market Value Opinion: $1,575,000

Market Value Opinion Allocation:	Market Value – Real Property	$1,455,000
	Contributory Value of remaining TAD Funds	$120,000
Marketing Time:	12 months	
Exposure Period:	12 months	
Date of Current Market Value:	March 25, 2026	
Date of Site Visit:	March 25, 2026	
Date of Report:	April 16, 2026	

Statement of Limiting Conditions

This report is subject to the following limiting conditions:

1. The appraisal assumes the subject property is free and clear of existing liens or encumbrances, and under responsible ownership with competent management. The appraisal assumes typical market financing for the subject property, and considers any favorable mortgage positions in the analysis.

2. We did not search legality of title nor assume responsibility for corrections that a survey of the property may reveal.

3. The reported information herein is not a guarantee. However, the information is from sources believed reliable and accurate.

4. The client should seek the services of an attorney-at-law for legal matters. We assume no responsibility for legal matters.

5. Sketches are accurate only for purposes of approximation.

6. We ask no reproduction of the report without prior written consent.

7. The conclusions expressed in this report assume competent management and marketing of the subject property.

8. The contents of this appraisal are for limited private use only. If this report becomes the property of any party, other than the client or intended users, permission must be obtained from the client for reproduction or more copies. Further services on the subject property, such as consultation, reappraisal, or review, could have added fees.

9. Information about the location or existence of public utilities came from GIS data, verbal inquiries to the proper utility, or from visual evidence during the property visit. The appraisal includes no warranty for the exact location or capacities of public utilities. If questions about public utilities exist, the client should rely on a professional engineer.

10. Disclosure of the contents of this appraisal report is governed by the By-laws and Regulations of the Appraisal Institute. Neither all nor any part of the contents of the report, especially any conclusions as to value, the identity of the appraiser or the firm with which he is connected, or any reference to the Appraisal Institute or to the MAI or SRA designation, shall be disseminated to the public through advertising media, public relations media, sales media, or any other public means of communication without the prior written consent and approval of the signing appraisers.

11. Market value conclusions in this report are opinions. There are no guarantees, either written or implied that the subject property would sell for expressed opinions of value.

DRAFT

12. Unless stated through engagement for services, this appraisal includes no obligation to give court testimony or appear in any court because of having completed this assignment.

13. Property history information came from conversations with individuals having knowledge about the chain-of-title, and if available, various documents such as contracts, deeds, leases, and closing statements. The appraisal does not include a title search, nor is the accuracy of the property history guaranteed. Anyone considering an interest in the subject property should rely solely on a title search and opinion prepared by a qualified attorney-at-law.

14. The Appraisal Institute and their approved representatives have rights to review this report in a professional capacity.

15. **ACCEPTANCE AND OR USE OF THIS APPRAISAL REPORT BY THE CLIENT OR ANY THIRD-PARTY CONSTITUTES ACCEPTANCE OF THESE LIMITING CONDITIONS. APPRAISAL LIABILITY EXTENDS ONLY TO THE STATED CLIENT, NOT SUBSEQUENT PARTIES OR USERS.**

16. The appraisal assumes no hidden or unapparent conditions of the property, sub-soil, or structures would make it more or less valuable. We do not assume responsibility for adverse conditions that require a professional engineer. Unless otherwise stated in the report, there are no known hazardous materials on the property. The presence of substances such as asbestos, urea-formaldehyde, asbestos insulation, radon gas, or other potentially hazardous materials may affect the value of the property. The value opinions assume, unless otherwise stated, that no such material exists and would cause a loss in value. The client should seek the services of a professional with expertise in this field if there are questions about dangerous materials.

17. The basis of any improved property description is information provided to and identified by the appraiser. We make no warranty for construction materials, manufacturers of construction materials, construction quality, utility systems, nor any items related to the physical/legal property. Any user of the report with concerns about the physical or legal property items should contact a property inspection company or an attorney for all legal matters.

18. This appraisal is an opinion of value and not a guarantee. No guarantee is warranted or intended.

DRAFT

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.

2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

3. I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.

4. I have no bias with respect to the property that is the subject of this report or to the parties involved in this assignment.

5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.

6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

7. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Georgia Real Estate Appraiser Classification and Regulation Act and the Rules and Regulations of the Georgia Real Estate Appraisers Board. In addition, this report adheres to the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which includes the Uniformed Standards of Professional Appraisal Practice.

8. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

9. I visited the property that is the subject of this report.

10. No one provided significant real property appraisal assistance to the person signing this report.

11. I have performed no services as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.



CHARLES A. MCKAY

DRAFT

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.

2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

3. I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.

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9. I have visited the property that is the subject of this report.

10. No one provided significant real property appraisal assistance to the person signing this report.

11. I have performed no services as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.

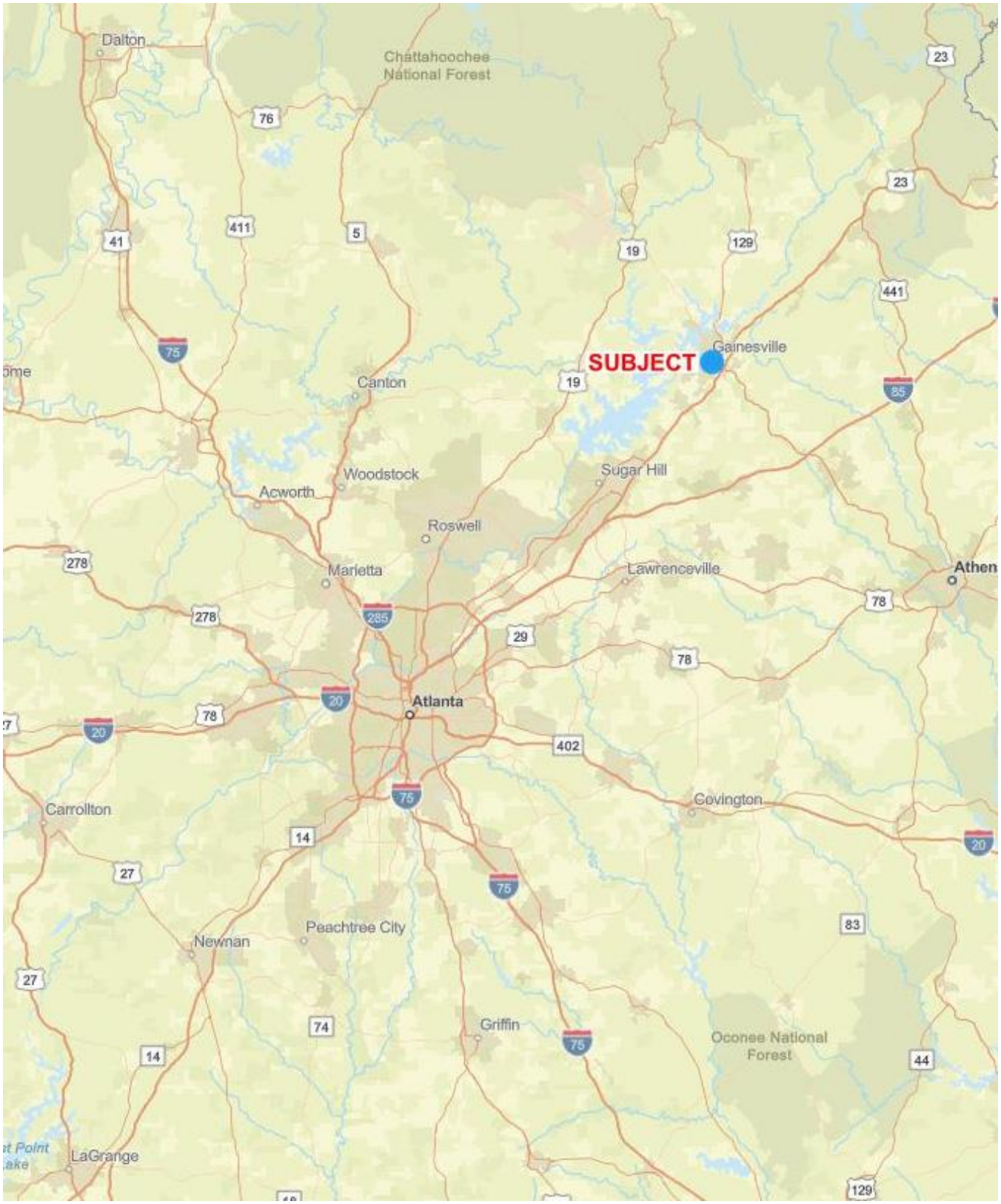
12. As of the date of this report, I have completed the requirements of the continuing education program of the Appraisal Institute.



CLIFF M. WARD, MAI

Subject Maps and Photographs

General Area Map



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Dahlonega
115
Clermont
Brookton
Landrum
North Forest
McCrary
Clarks Bridge Place
Lula
Cornelia Hwy
19
Fox Hollow
White Sulphur Springs
Pinecrest Heights
Hall
SUBJECT
Fox Trace
Holiday Meadows
Gilleland
Hammer
Chestnut Mountain
US Highway 129 N
Lake Forest
23
Holders
Buford
Braselton
124

Immediate Vicinity



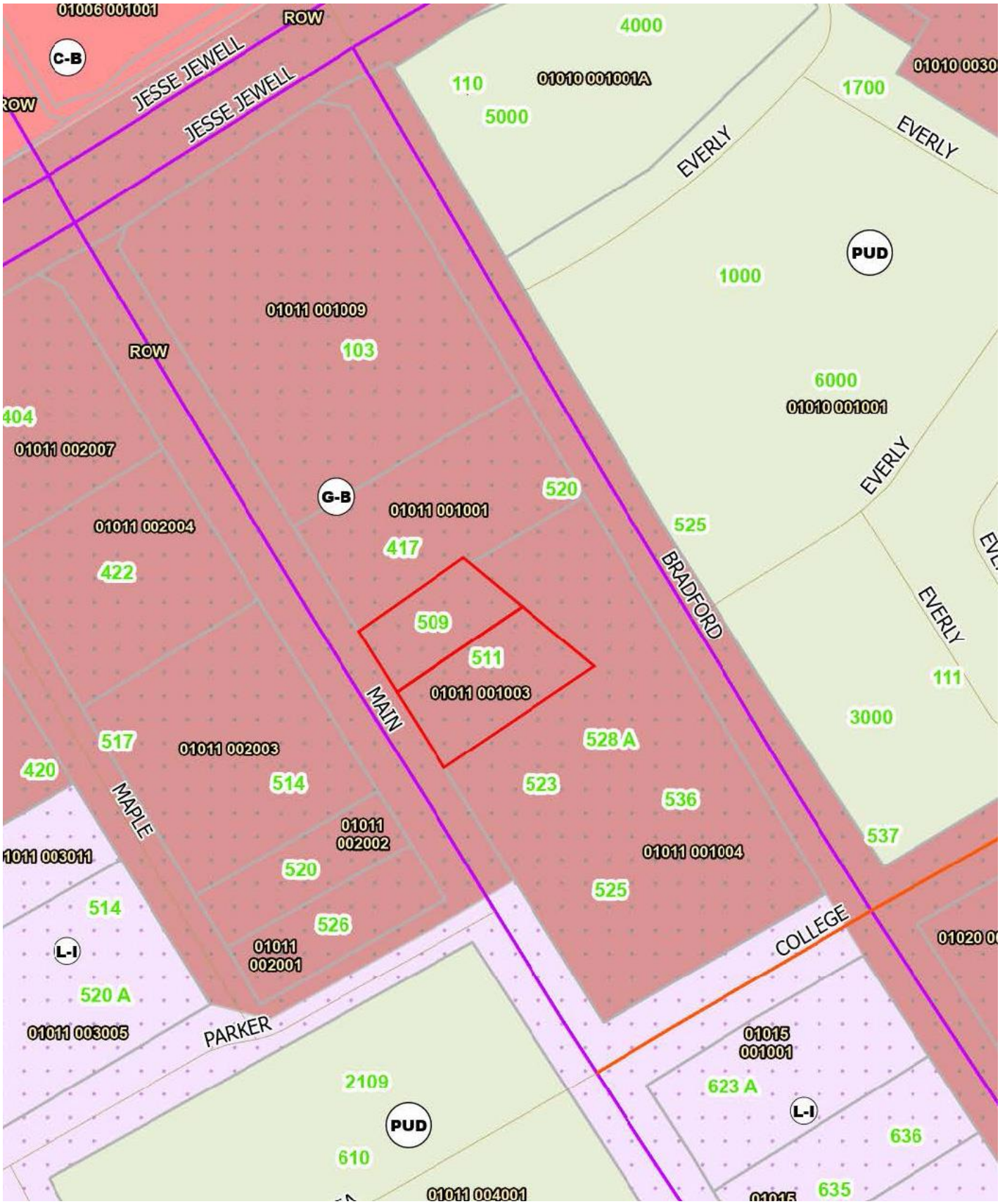
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City of Gainesville
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Overview of Subject, From Along Main Street



Overview of Subject, From Along Main Street



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Front/Side View of Subject Improvements



Front/Side View of Subject Improvements



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Side/Rear View of Subject Improvements

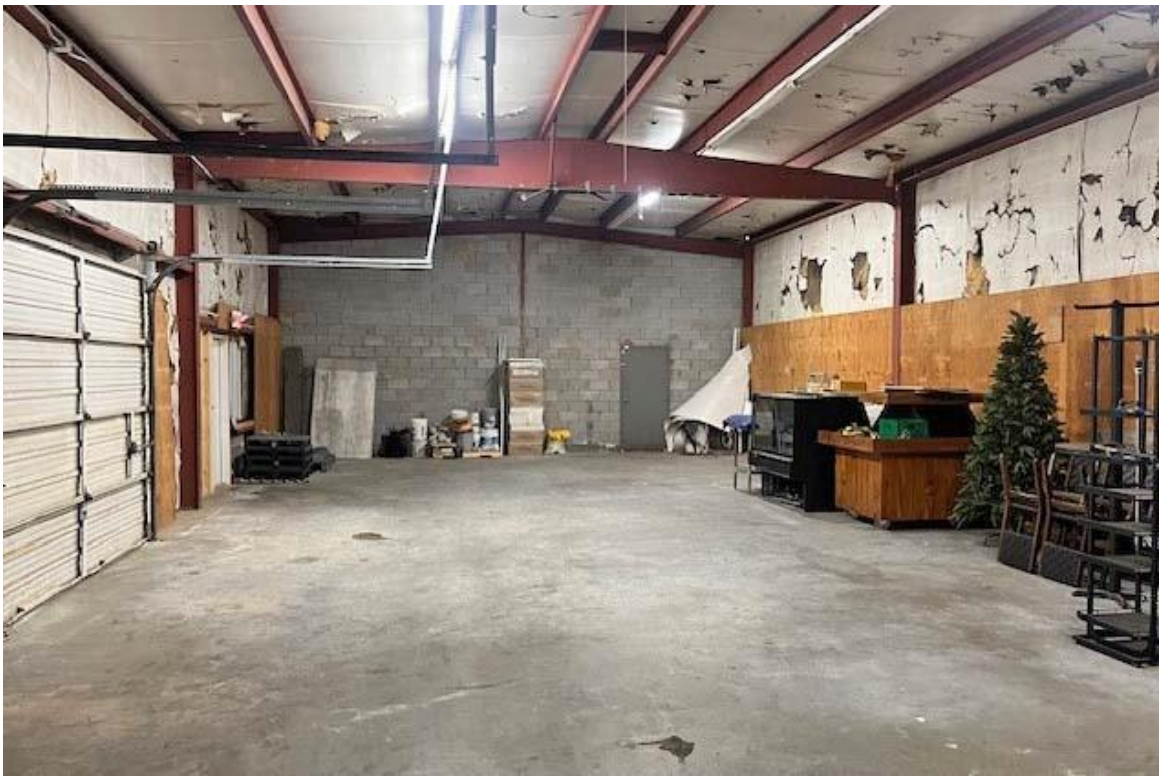


Side/Rear View of Subject Improvements



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Typical Interi View of Subject – 0 Main Stee Area of Imp ovements



Typical Interior View of Subject – 509 Main Street Area of Improvements



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Typical Interi View of Subject – 511 Main Street Area of Improvements



Typical Interior View of Subject – 511 Main Street Area of Improvements



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Typical Interi View of Subject – 511 Main Street Area of Improvements



Typical Interior View of Subject – 511 Main Street Area of Improvements



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Typical Interi View of Subject – 511 Main Street Area of Improvements



Typical Interior View of Subject – 511 Main Street Area of Improvements



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Typical Interi View of Subject – 511 Main Street Area of Improvements



Typical Interior View of Subject – 511 Main Street Area of Improvements

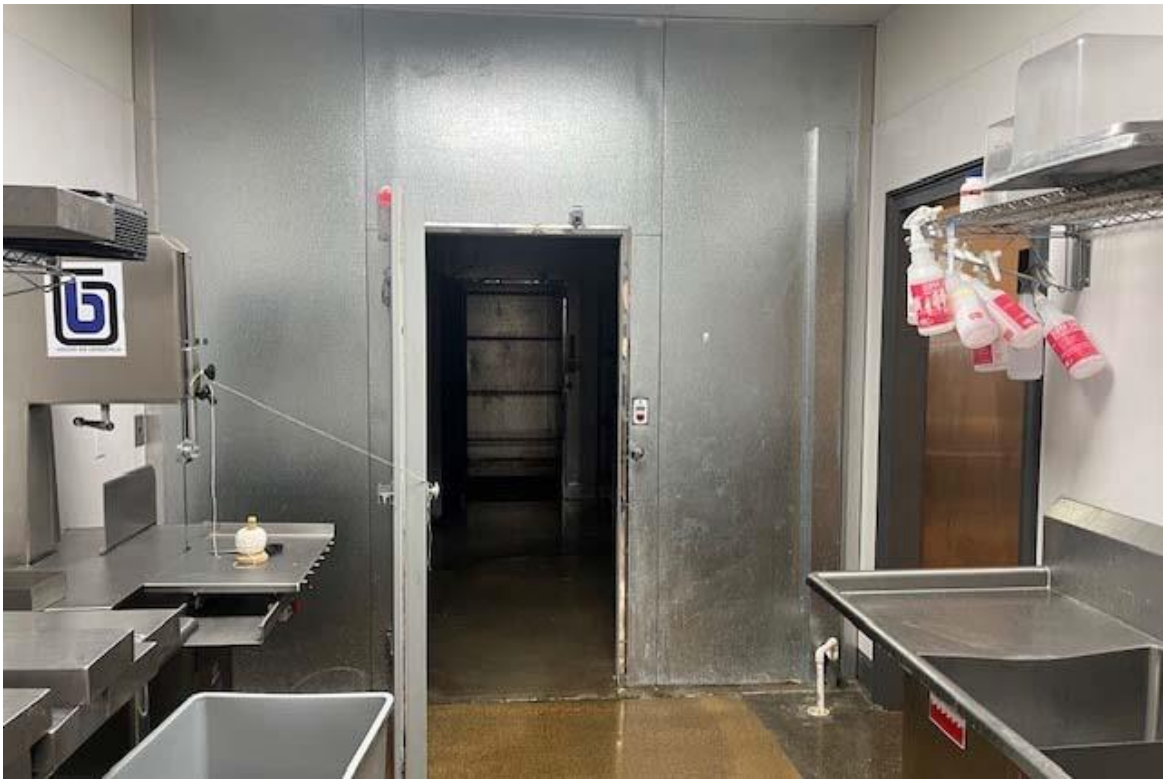


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Typical Interi View of Subject – 511 Main Street Area of Improvements



Typical Interior View of Subject – 511 Main Street Area of Improvements



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Street Scene – Main Street, Facing North



Street Scene – Main Street, Facing South



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Chapter 1: Introduction

Property Identification

The subject of this appraisal is a 0.40 acre parcel of land, with an existing approximately 6,413 square foot building, located at 509 – 511 Main Street, SW, Gainesville, Hall County, Georgia 30501.

Purpose, Property Interest Appraised, and Intended Use of the Report

The purpose of this appraisal is to develop an opinion of the current "as is" market value for the fee simple interest in the subject property. It is our understanding that this appraisal is intended for decision purposes related to the subject property by the client for a potential acquisition of the property.

Effective Appraisal Date

The effective appraisal date for the current market value opinion is March 25, 2026, which was the most recent property visit by the appraiser.

Client and Intended User

The client and intended user of this appraisal is Mr. John T. Gentry, Jr., Assistant County Administrator, Hall County Government, P.O. Drawer 1435, Gainesville, Georgia 30503.

Format and Contents

This report is in a Restricted Appraisal Report format intended to comply with our interpretation of the reporting requirements in Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice. Use of this report is limited to the client. The client should be aware that the rationale for how the appraisers arrived at the opinions and conclusions set forth in the report may not be understood properly without additional information contained in the work file. We are not responsible for the unauthorized use of this report.

Definitions of Value

Market value, for purposes of this report, is "The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby"

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised and each acting in what they consider their own best interest;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in US dollars or in terms of financial arrangements comparable thereto; and
- The price represents a normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Source: Office of the Comptroller of the Currency, 12CFR, part 34

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Scope of Work

The valuation of property interest in real estate is a process of data collection, analysis, and conclusions by a nonbiased third-party. Scope of work is the type and extent of research used in an assignment (USPAP, 2024 ed.). The scope of this appraisal included a physical visit to the property and photographs taken on March 25, 2026.

Market Research: The first step in the appraisal is the market research phase, which includes data collection from all known and available sources. Researched areas include the region, county, and immediate neighborhood. This research provides an understanding about the current economic and social climate within which the subject property competes. Data sources include the local municipal government, public records, private real estate professionals, the subject property history, and real estate publications. When gathering data, work includes confirming and crosschecking the data for accuracy. Throughout the appraisal, we personally spoke to brokers and investors active in the market. Commercial data services used include CoStar, MLS, Site-to-Do-Business, etc. Subject property information collected includes zoning, public utilities, floodplain information, property size, frontage, access, and neighborhood features. This data provides the basis for analysis of the subject property.

Property Inspection: Charles A. McKay and Cliff M. Ward, signing appraisers, visited the subject property. Mr. McKay and Mr. Ward noted the physical characteristics and photographed the property. The appraisers were accompanied at the property by Mr. Charlie Hawkins, with The Norton Agency, as a representative of the property owner.

Market Value: In developing a market value opinion for the subject property, we have used the Sales Comparison Approach to analyze improved sales for comparison with the 6,413 square foot existing improvements as well as the Income Approach for analyzing the income and expenses related to the subject. The Cost Approach is not utilized, due to the subjective nature of estimating accrued depreciation for a building originally built in 1974.

Competency

Both appraisers have the competency to develop and report the market value opinions contained within this report. Mr. Charles A. McKay is a State Certified General appraiser with 41 years of commercial appraisal experience in the metropolitan Atlanta, north Georgia, and surrounding market areas. Mr. Cliff M. Ward, MAI, is a State Certified General appraiser with 23 years of commercial appraisal experience in the metropolitan Atlanta, north Georgia, and surrounding market areas. The knowledge of the specific subject market area and the property type was sufficient for both appraisers to complete the previously described scope of work.

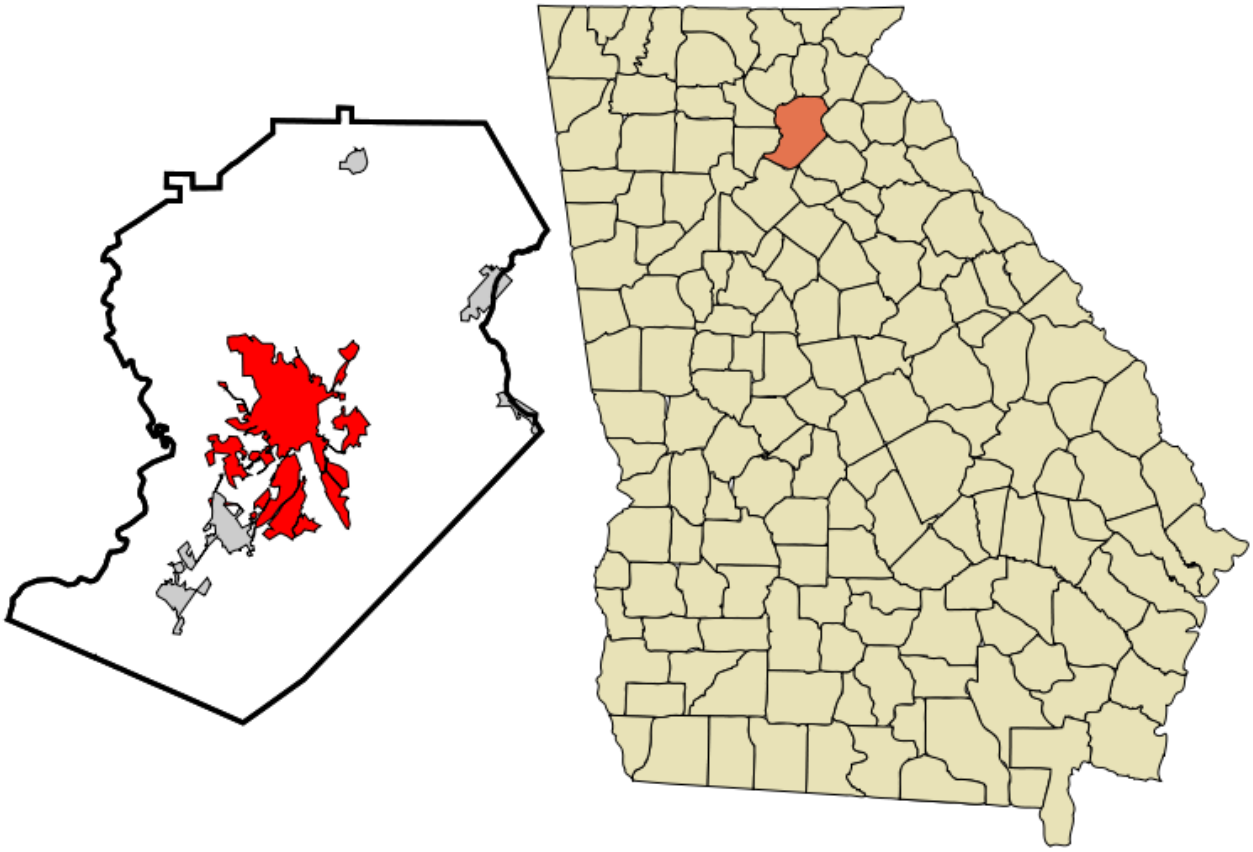
Extraordinary Assumptions

This appraisal contains an extraordinary assumption defined below which were used in our analysis of the subject property and in developing the opinion(s) of value. Use of these assumptions and conditions does impact the assignment results. An extraordinary assumption is defined as information directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions.

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It is an extraordinary assumption of this appraisal that the subject will continue to be utilized as a market, in order that the remaining approximately $176,662 of approved TAD funds will be received over the next 12 years.

Hypothetical Conditions This appraisal does not contain a hypothetical condition.



On the following pages are demographic and economic data profiles for Hall County obtained from STDBOnline and the US Census Bureau.

Summary	Census 2020	2025	2030
Total Population	203,136	223,306	238,225
Total Households	71,022	79,276	85,323
Family Households	52,015	56,675	60,545
Average Household Size	2.82	2.79	2.76
Owner Occupied Housing Units	49,062	55,437	60,141
Renter Occupied Housing Units	21,960	23,839	25,182
Median Age	37.8	38.1	38.8

Trends 2025 - 2030	Area	State	National
Population	1.3%	0.7%	0.4%
Households	1.5%	0.8%	0.6%
Family Population	1.3%	0.7%	0.5%
Owner Occupied Housing Units	1.6%	1.2%	0.0%
Median Household Income	3.2%	2.5%	2.5%

Population by Age	Census 2020		2025		2030	
	Number	Percent	Number	Percent	Number	Percent
0-4	12,270	6.0%	13,266	5.9%	14,107	5.9%
5-9	13,052	6.4%	14,123	6.3%	14,120	5.9%
10-14	14,808	7.3%	14,022	6.3%	14,821	6.2%
15-19	15,319	7.5%	14,909	6.7%	14,009	5.9%
20-24	14,211	7.0%	15,344	6.9%	14,975	6.3%
25-29	12,743	6.3%	16,444	7.4%	17,434	7.3%
30-34	12,256	6.0%	14,943	6.7%	17,588	7.4%
35-39	12,149	6.0%	13,810	6.2%	16,028	6.7%
40-44	12,075	5.9%	13,544	6.1%	14,798	6.2%
45-49	12,918	6.4%	13,023	5.8%	14,285	6.0%
50-54	13,191	6.5%	13,744	6.2%	13,250	5.6%
55-59	13,235	6.5%	13,430	6.0%	13,613	5.7%
60-64	11,839	5.8%	13,238	5.9%	13,265	5.6%
65-69	10,102	5.0%	11,924	5.3%	13,124	5.5%
70-74	9,203	4.5%	9,887	4.4%	11,581	4.9%
75-79	6,426	3.2%	8,475	3.8%	9,200	3.9%
80-84	3,892	1.9%	5,261	2.4%	6,917	2.9%
Age 85+	3,447	1.7%	3,919	1.8%	5,110	2.1%

Population Summary	Hall County, ...
2010 Total Population	179,705
2020 Total Population	203,136
2020 Group Quarters	2,616
2025 Total Population	223,306
2025 Group Quarters	2,396
2030 Total Population	238,225
2025-2030 Annual Rate	1.30%
2025 Total Daytime Population	225,216
Workers	108,900
Residents	116,316

Household Summary	
2010 Total Households	60,701
2010 Average Household Size	2.91
2020 Total Households	71,022
2020 Average Household Size	2.82
2025 Total Households	79,276
2025 Average Household Size	2.79
2030 Total Households	85,323
2030 Average Household Size	2.76
2025-2030 Annual Rate	1.48%
2025 Families	56,675
2025 Average Family Size	3.28
2030 Families	60,545
2030 Average Family Size	3.27
2025-2030 Growth Rate	1.3%

Median Household Income	
2025	$84,395
2030	$98,708

Households by Income	2025		2030	
	Number	Percent	Number	Percent
<$10,000	3,296	4.2%	3,213	3.8%
$10,000-14,999	1,831	2.3%	1,732	2.0%
$15,000-19,999	2,009	2.5%	1,674	2.0%
$20,000-24,999	2,695	3.4%	2,380	2.8%
$25,000-29,999	2,012	2.5%	1,671	2.0%
$30,000-34,999	3,299	4.2%	2,948	3.5%
$35,000-39,999	1,939	2.5%	1,840	2.2%
$40,000-44,999	3,641	4.6%	3,349	3.9%
$45,000-49,999	1,956	2.5%	1,784	2.1%
$50,000-59,999	5,459	6.9%	5,275	6.2%
$60,000-74,999	7,281	9.2%	7,260	8.5%
$75000-99999	9,585	12.1%	9,941	11.7%
$100,000-124,999	8,769	11.1%	9,644	11.3%
$125,000-149,999	6,268	7.9%	7,575	8.9%
$150000-199999	9,647	12.2%	12,088	14.2%
$200,000-249,999	3,579	4.5%	4,713	5.5%
$250,000-299,999	2,259	2.9%	3,254	3.8%
$300,000-399,999	2,038	2.6%	3,061	3.6%
$400,000-499,999	639	0.8%	552	0.7%
$500,000+	1,074	1.4%	1,369	1.6%
Median Household Income	$84,395	-	$98,708	-
Average Household Income	$113,103	-	$125,535	-
Per Capita Income	$40,193	-	$45,000	-

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Chapter 3: Property Description

Location

The subject property is located in the northeastern portion of the state of Georgia, within the central portion of Hall County. The property is located along the northeastern side of Main Street, between the Jesse Jewell Parkway and College Avenue intersections. This location is within the "Midtown" district of Gainesville and is roughly one-quarter mile south of the Gainesville CBD. The property is also located within approximately 2 miles of both the Exit 20 & Exit 22 interchange of I-985.

The subject property is comprised of two adjoining tax parcels and has multiple street addresses, which are 509 and 511 Main Street, SW. Overall, this is an established area of Gainesville, which has relatively low traffic counts, but provides good access to local traffic arteries, the interstate and downtown Gainesville.

Access and Streets

General access to the subject is good. The subject has good proximity and access to Exit 20 and Exit 22 of I-985 as well as the Gainesville Central Business District. The major traffic arteries which provide primary access to the subject neighborhood are E.E. Butler Parkway (US 129), Queen City Parkway (GA 60) and Jesse Jewell Parkway (GA 369), which are all four-lane corridors.

The subject property has direct frontage along the northeastern side of Main Street, a two-lane northwest/southeast oriented roadway that connects Industrial Blvd. to Jesse Jewell Parkway in the area known as Midtown. Other surface streets in the neighborhood include Bradford Street, Parker Street, Maple Street and College Avenue.

Immediate access to the subject property is currently provided via curb cuts along Main Street. Overall, general and specific access to the property is good.

Neighborhood

The general subject neighborhood is known as the Midtown area of Gainesville, which is characterized as a desirable mixed-use area, with commercial, light industrial, residential and institutional uses. The neighborhood can be delineated as the area bordered on the west by Queen City Parkway; to the east by E.E. Butler Parkway; on the north by Jesse Jewell Parkway and on the south by Industrial Blvd. It is one of Gainesville's oldest neighborhoods being originally developed in the mid 1900's due to the Southern Railroad line proximity, which was less than a quarter of a mile south of the subject property along High Street. The area historically included a wide variety of uses including government buildings, offices, residential dwellings, industrial buildings, retail buildings, restaurant buildings, churches, etc. Some new development as well as renovation of existing buildings is occurring in the neighborhood.

In the immediate subject neighborhood, the most significant property development is the Solis Gainesville property, located nearby south of the subject. This development consists of a 184 unit apartment property, with 5,000 square feet of ground level retail/restaurant space. It is located on a 4.1 acre tract

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which was the former Gainesville jail site. The same developer has completed the Everly Apartments development nearby to the east of the subject, on the south side of Jesse Jewell Parkway across the pedestrian bridge from the CBD. This development includes 220 apartment units and retail/restaurant buildings totaling 10,000 square feet. It was developed on the property formerly known as "City View".

Another multi-family development has been recently completed in the northwestern area of the Midtown district. The 214 unit Gainesville Midland Apartment development includes amenities consisting of a rooftop clubroom, business center, coffee bar, fitness center, resort-style pool, pet spa, bike storage, indoor mail and package storage room and dry cleaning lockers.

The City of Gainesville purchased the adjoining property to the east and south of the subject in May 2024 for development of a parking deck. This 1.4 acre tract is located on the northeastern corner of the Main Street and College Avenue intersection as well as the northwestern corner of the Bradford Street and College Avenue intersection. It is located directly across Bradford Street from the Everly Apartment development.

Nearby to the northwest of the subject property is the approximately 18 acre former rail yard which extends from Martin Luther King, Jr. Blvd. and runs north toward Jesse Jewell Parkway. This greenway consists of a paved walking trail, extending north from Banks Street and south from High Street to Martin Luther King, Jr. Blvd. The area of the greenway south of the Banks Street intersection is part of a large greenspace area of the greenway which extends south to High Street.

Site Size, Shape & Topography

The subject is comprised of two adjoining tax parcels and contains approximately 0.40 acres within a moderately irregular shaped property. Overall, the property has approximately 128.8 feet of road frontage on the northeastern side of Main Street. The overall depth of the subject is approximately 146.5 feet, along the southeastern boundary.

The subject site has good, mostly level to gradually sloping topography, with an overall change in elevation of approximately 10 – 12 feet overall.

Soils and Subsurface

No obvious problems during the site visit. If discovered, this appraisal could require revision.

Floodplain

According to FEMA Flood Insurance Map Panel No. 13139C 0187G, effective April 4, 2018, the subject property is located within a Zone X flood zone. This is a designation for areas of minimal flooding that are not located within a 100-year flood plain.

Hazardous Waste

No known hazardous waste known to be present. If discovered, this appraisal could require revision.

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Easements and Encroachments

A physical inspection of the subject property and review of the Hall County GIS indicates no significant easements affecting the subject, other than typical utility easements which are assumed to be present.

Zoning

The subject site is located within the incorporated City of Gainesville and is therefore subject to land use controls by the Gainesville/Hall County Planning Department. The subject property is zoned GB, for a General Business District.

Within the general business (G-B) district, a wide range of office, retailing, commercial activities, and services are permitted. The permitted uses have more off-site impacts on residential areas and other adjoining land uses than neighborhood commercial areas. This district typically serves a larger number of patrons than neighborhood commercial districts.

This district provides areas for those business and commercial uses which primarily serve the public traveling by automobile and which benefit from direct access to highways. Such districts are generally designed so that the automobile has precedence over the pedestrian, although pedestrian access is required.

Dimensional requirements in the G-B district are as follows:

Minimum Road Frontage:	40 feet
Minimum Front Setback:	30 feet
Minimum Side Setback:	None
Minimum Rear Setback:	None
Maximum No. Stories	4
Maximum Building Height:	60 feet

The existing use of the subject is a legal, conforming use of the subject parcel based on the current G-B zoning district regulations.

Utilities

The subject property has all public utilities available, including public sewer.

Property History

The subject property is currently owned by Grubs Market, LLC. The most recent transfer involving the subject occurred on January 31, 2022, when the subject was purchased by the current ownership entity from Marco McKibbon, LLC. The purchase price for the property was $550,000. The Warranty Deed for this transfer is recorded in Deed Book 9054, Pages 87 – 89 of the Hall County Deed Records. Following this purchase, the improvements were significantly renovated.

No other transfers involving the subject property are known to have occurred in the past three years. The subject is currently marketed for sale, with an asking price of $1,875,000. We understand that there has been some interest in the property during the marketing period, with offers made, but none accepted.

Legal Description

The subject is located in Land Lot 148 of the 9th District of Gainesville, Hall County, Georgia and can be further identified by that system employed by the Hall County Tax Assessor's Office as Tax Parcel No's 01011 001002 & 01011 001003. A legal description of the subject property has not been provided to the appraisers.

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Real Estate Taxes

The year 2025 real estate taxes for the subject property were $14,526.45, based on a combined fair market valuation for tax purposes for the two tax parcels which comprise the subject property of $1,290,301. The year 2025 Hall County millage rate for the incorporated City of Gainesville was 3.798 mills, applied to a 40% assessment of fair market valuation for tax purposes. The year 2025 City of Gainesville millage rate was 9.739 mills, applied to a 100% assessment of fair market valuation. Based on the above information, the calculations for the year 2025 taxes for the subject property are as follows:

Tax Calculation

Tax Parcel #		City of Gainesville	Hall County
01011 001002		$1	$1
01011 001003		$1,290,300	$1,290,300
Total Tax Valuation		$1,290,301	$1,290,301
Assessment Ratio	x	100%	40%
Assessed Value		$1,290,301	$516,120
Millage Rate	x	0.009739	0.003798
Total Taxes		$12,566.23	$1,960.22
Total Tax Expense		**$14,526.45**	

TAD Financing

The current owners of the property received approval for TAD financing from the City of Gainesville for the renovations associated with the retail component area of the subject. This TAD financing acts as a reimbursement for plumbing – grease trap, water and back wall repair, structural steel, concrete repair, masonry, bollards & dumpster gate, doors, frames and hardware, windows, painting, exterior sitework and material overhead associated with the renovations. The subject was approved for up to $210,575 for the above delineated uses, to be distributed on an annual basis, based on the TAD increment generated by the project for each calendar year. The total reimbursement approved shall not exceed $210,575 over a maximum of 15 calendar years.

To date, three payments have been provided to Grubs Market: the first in the amount of $11,071.71; the second in the amount of $10,992.07 and the third in the amount of $11,849.33. The TAD agreement, which may transfer to new owners of the property, will conclude upon the full reimbursement of the remaining amount or after the expiration of the 12-year period, whichever comes first. The outstanding balance of TAD funds remaining is approximately $176,662. **The Resolution approving the subject TAD stipulates that "in order to receive TAD funds, the project must remain a market that is in substantial conformance with the uses proposed in the application."**

Description of Improvements

Building Area: 4,598 Square Feet – Renovated Retail Southern Area
1,815 Square Feet – Unrenovated Northern Area
6,413 Square Feet – Gross Building Area

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Building Age: Approximately 52 Years. The building improvements were constructed in 1974 according to the Hall County Tax Assessors records.

Story Height: The building has an eave height of approximately 14-feet.

Footings and Foundation: Concrete floor slab assumed to be at least 4" thick.

Structural Frame: Pre-engineered metal panel construction with steel frame, with northern end wall concrete block.

Exterior Finish: The exterior of the building is brick and metal panel, with painted brick veneer on the front, painted metal panel side and rear walls.

Roof Cover: Metal panel.

HVAC: Central heat and air-conditioning are in place in the approximately 4,598 square foot southern area of the building which has been renovated and utilized as Grubs Market. The remaining 1,815 square foot northern building area has no HVAC system in place.

Interior Detail: The subject approximately 4,598 square foot southern area of the building has been renovated and was utilized for retail purposes as Grubs Market, with the remaining northern 1,815 square foot area of the building in unfinished condition.

The 4,598 square foot finished retail area features stained and sealed concrete floors, with white subway tile walls with wood accents and drop acoustical tile ceilings at 9 to 11-foot height.

Plumbing: Assumed to be adequate and meet code.

Electrical: 208 volt/3-phase electrical power service, with 220 and 120 amp panels. Assumed adequate electrical outlets throughout building.

Lighting: LED lighting throughout.

Fire Sprinklers: None.

Paving: Approximately 12,000 square feet of asphalt paving on site. Total of 11 parking spaces in the western area of the property. Based on the total gross building area, the parking ratio for the subject is 1.72 spaces per 1,000 square feet of gross building area. Alternatively, based on the 4,598 square feet of renovated retail area the parking ratio is 2.39 spaces per 1,000 square feet.

The City of Gainesville minimum parking requirement for retail use is one space per 275 square feet, which indicates that 17 parking spaces are needed to support the renovated retail area. Therefore, the subject does not appear to comply with

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regard to minimum parking requirements. There are approximately 6 street-front parking spaces along the southwestern side of Main Street nearby the subject.

Other Improvements: There are two (2) 8' X 10' grade level overhead doors in the unfinished area of the building. These overhead doors are dock high, accessed via a covered 8-foot poured concrete loading dock. The floor plan for the renovated, market area is mostly open, with a sales counter in the southeastern corner of the floor area and a deli prep area in the northeastern corner of the floor area. This deli prep area does not contain any significant commercial kitchen equipment.

Remaining Economic Life: The remaining economic life of the subject improvements is approximately 15 - 20 years.

Remarks: There is approximately 4,598 square feet (71.7%) of good quality retail build out in the building, which is in good physical condition. The remaining 1,815 square feet is unfinished. The exterior of the building features painted white brick façade. The renovations to the improvements include all new HVAC systems, new plumbing and new electrical service.

We understand that in association with the renovations to the property, significant costs were incurred for the equipment associated with the retail market. The majority of this equipment is not permanently affixed and therefore not considered to be real property. No value is included in our analysis associated with this equipment or the installation of any equipment.

Surplus/Excess Site Area

As currently configured, the land to building ratio represented for the subject equates to 2.72:1.00. This compares with land to building ratios of 3.52:1.00 to 7.26:1.00 for the improved retail sales herein. Therefore, there is no surplus or excess land present.

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MARKET ANALYSIS

The subject consists of a 6,513 square foot masonry and pre-engineered building, located within the Midtown area of Gainesville. Approximately 4,598 square feet of this building has been renovated for use for retail purposes. Overall, the appeal of the subject improvements appears to be good and its quality is considered average overall.

The subject market area, consisting primarily of Gainesville-Hall County has a rather active retail market from which to derive significant meaningful market analysis data.

Gainesville/Hall County Retail Market Metrics

Collectively, the market data illustrates that there has been a steady increase in the average per square foot sales price for retail building area in Gainesville/Hall County during the past five years. The rental rate per square foot for industrial space has also increased gradually over this same time period. The retail market appears to be stable locally. A summary of the Co-Star analytics for the Gainesville/Hall County retail market is below:

Gainesville/Hall County Co-Star Market Metrics

The current market metrics for the Gainesville/Hall County retail market are summarized as follows:

INVENTORY SF	UNDER CONSTRUCTION SF	12 MO NET ABSORPTION SF	VACANCY RATE	MARKET ASKING RENT/SF	MARKET SALE PRICE/SF	MARKET CAP RATE
11.8M +0.9%	56.3K -49.8%	75.7K -43.3%	3.6% +0.2%	$20.61 +2.2%	$220 +3.7%	6.9% +0%
Prior Period 11.7M	Prior Period 112K	Prior Period 133K	Prior Period 3.4%	Prior Period $20.16	Prior Period $212	Prior Period 6.9%

Key Metrics

Availability		Inventory	
Vacant SF	420K ↓	Existing Buildings	1,152 ↑
Sublet SF	6.7K ↓	Under Construction Avg SF	8K ↑
Availability Rate	1.6% ↓	12 Mo Demolished SF	0 ↓
Available SF Total	185K ↓	12 Mo Occupancy % at Delivery	87.3% ↑
Available Asking Rent/SF	$22.80 ↑	12 Mo Construction Starts SF	45.2K ↓
Occupancy Rate	96.4% ↑	12 Mo Delivered SF	100K ↑
Percent Leased Rate	96.5% ↑	12 Mo Avg Delivered SF	14.7K ↑

Sales Past Year		Demand	
Asking Price Per SF	$356 ↑	12 Mo Net Absorp % of Inventory	0.6% ↑
Sale to Asking Price Differential	-5.8% ↓	12 Mo Leased SF	180K ↑
Sales Volume	$133M ↑	Months on Market	10.3 ↑
Transactions	47 ↓	Months to Lease	0.5 ↓
Months to Sale	8.8 ↑	Months Vacant	1.1 ↓
For Sale Listings	23 ↓	24 Mo Lease Renewal Rate	88.8%
Total For Sale SF	200K ↑	Population Growth 5 Yrs	8.4%

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Highest and Best Use

As i vacant, e highest an be t use for the si is commercial use.

As improved, no alternative exists that would justify removal for an alternative use. Thus, the highest and best use, as improved, is for continued retail and light industrial use of the improvements.

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Application of the Three Approaches

The valuation process is a systematic procedure an appraiser follows to provide answers to a client's questions about real property value (The Appraisal of Real Estate, 14th Edition). The number of steps followed depends on the intended use of the assignment results, the nature of the property, the scope of work believed suitable for the assignment, and the data available. The eventual goal is a well-supported value conclusion that reflects the facts that influence the market value of the property appraised. To achieve this goal, an appraiser studies a property from three different viewpoints, which are the approaches to value. Below is a brief description of the approaches to value:

1. In the *cost approach*, an indication of value is the current cost of reproducing or replacing the improvements (including an appropriate entrepreneurial incentive or profit) minus the loss in value from depreciation plus land or site value.

2. In the *income approach*, value is indicated by a property's earning power, based on capitalizing income.

3. In the *sales comparison approach*, value is indicated by recent sales, listings or contracts of comparable properties in the market and other supporting transactional information.

Traditionally, specific appraisal techniques are applied within the three approaches to draw indications of real property value. An appraisal may include one or more approaches to value depending on the approaches necessary to produce credible assignment results, given the intended use.

The three approaches are interrelated. Each approach requires gathering data and analysis that applies to the property appraised. From the approaches applied, the appraisers gain separate indications of value for the property appraised. To complete the valuation, the appraisers integrate the information drawn from market research, data analysis, and valuation approaches to form a value conclusion. The final opinion of value depends on the appraiser's skill, experience, and judgment.

Methodology

In developing a market value opinion for the subject property, we have used the Income Approach and the Sales Comparison Approach. The Cost Approach has not been utilized due to the subjective nature of accurately estimating accrued depreciation for a building originally constructed in 1974 according to Hall County Tax Assessors records and renovated significantly 4 years ago.

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Investors typically purchase income producing real estate. From an investor's point of view, earning power is the critical element affecting property value. One basis investment premise holds that the higher the earnings, the higher the value, provided the amount of risk remains constant. An investor who purchases income-producing real estate is essentially trading present dollars for the expectation of receiving future dollars. The income approach to value consists of methods, techniques, and mathematical procedures that an appraiser uses to analyze a property's capacity to generate benefits (i.e., usually the monetary benefits of income and reversion) and covert these benefits into an indication of present value. In order to convert an income stream into a value indication, the following items must be considered.

Market Rent: This is the rental income a property would likely command in the open market.

Potential Gross Income (PGI): Is the total potential income attributable to the real property at full occupancy before the deduction of operating expenses.

Vacancy and Collection Loss: Is an allowance for reductions in the potential gross income attributable to vacancies, tenant turnover, and nonpayment of rent or other income.

Effective Gross Income: Is the anticipated income from all operation of the real property adjusted for vacancy and collection losses (PGI – Vacancy and Collection = EGI).

Operating Expenses: These are the expenses associated with generating the annual income stream. Expenses are typically included in one of three categories:

- Fixed Expense (taxes, building insurance, etc.)
- Variable Expense (management fees, utilities, maintenance, leasing commission, etc.)
- Replacement Allowance (fund to provide for periodic replacement of building components)

Net Operating Income (NOI or I_o): Is the actual or anticipated net income remaining after all operating expenses are deducted from effective gross income.

Overall Capitalization Rate (R_o): An income rate for a total real property interest that reflects the relationship between a single year's net operating income expectancy and the total price or value; used to convert net operating income into an indication of overall property value. Overall capitalization rates may be derived from comparable sales, effective gross income multipliers and net income rations, band-of investment techniques (based on mortgage and equity components), debt coverage ratios, and yield capitalization techniques.

After the above items have been analyzed, a value indication for the property can be concluded via direct capitalization, or by dividing the net operating income (I_o) by the overall capitalization rate (R_o):

Net Operating Income (I_o) / Overall Capitalization Rate (R_o) = **Value (V_o)**

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Definition of Market Rent

The most probable rent that a property should bring in a competitive and open market reflecting all conditions and restrictions of the lease agreement, including permitted uses, use restrictions, expense obligations, term, concessions, renewal and purchase options, and tenant improvements (TIs).

Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed. (Chicago: Appraisal Institute, 2015).

Potential Gross Income

The basis for the income calculation is the size of the subject facility. The subject improvements contain 6,413 square feet of gross building area. The improvements were originally constructed in 1974 and the approximately 4,598 square foot retail market area of the building was significantly renovated approximately 4 years ago and is in very good condition. This retail component area was owner occupied and operated until approximately 5 – 6 months ago. The remaining 1,815 square foot northern component area of the property is unfinished and also unoccupied.

The property is currently marketed for sale and also offered available for lease at $26.00 per square foot based on triple net lease terms according to the marketing brochure.

Comparable Research

To analyze market rent for the subject property, we conducted a rental survey of competing properties in the subject market area and the regional market. For purposes of this analysis, we have postulated a "triple net" basis for developing an opinion of the market rent for the subject property. Under the terms of this type lease, the tenant is responsible for real estate taxes, property insurance and maintenance. Expense items which the landlord will incur include management fees, reserves for replacement of long-lived items and accounting fees. All comparable rental properties are adjusted to reflect differing lease terms, if applicable.

Considering the two component areas of the subject, we will analyze rental comparables for each of the components.

A summary of the rent comparables considered are in Table 5-1 and a profile of each rental comparable is at the end of this section. A brief narrative of the pertinent leases follows the table.

Table 5-1: Rentals Summary Table

No.	Location	Typical Tenant Size (SF)	Rent/SF	Lease Terms
		Light Industrial Rentals		
1.	2365 Monroe Drive	3,600	$9.00	Modified Gross
2.	1640 Oakbrook Drive	10,000	$9.50	Modified Gross
3.	1013 Airport Street	6,000	$10.00	Modified Gross
		Retail Rentals		
4.	550 Main Street	1,038	$25.00	Triple Net
5.	610 White Sulphur Road	3,038	$31.00	Triple Net
6.	114 – 118 Jesse Jewell Pkwy.	1,405	$35.00	Triple Net

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Comparable Rentals Discussion

We researched the market for comparable rentals. Comparable rentals No. 1, No. 2 and No. 3 above range from $9.00 to $10.00 per square foot and are analyzed in comparison with the 1,815 square foot northern unfinished area of the subject. Comparable Rentals No. 4, No. 5 and No. 6 above range from $25.00 to $35.00 per square foot and are analyzed in comparison with the 4,598 square foot southern area of the subject which has been renovated as a retail market.

Adjustment Grid

The comparable rentals above are analyzed in comparison with the subject in the following adjustment grid:

Rental Comparable Adjustment Grid

		Comparables for 1,815 Sq.Ft. Area			Comparables for 4,598 Sq.Ft. Area		
	Subject (Average)	**Comp No. 1**	**Comp No. 2**	**Comp No. 3**	**Comp No. 4**	**Comp No. 5**	**Comp No. 6**
Price Per SF		$9.00	$9.50	$10.00	$25.00	$31.00	$35.00
Lease Terms	Triple Net	Mod. Gross	Mod. Gross	Mod. Gross	Triple Net	Triple Net	Triple Net
Adj. Price Per Square Foot		$8.00	$8.50	$9.00	$25.00	$31.00	$35.00
Market conditions		Market	Market	Market	Market	Market	Market
Unit Size (Sq.Ft.,)	1,815/4,598	Larger ↑	Larger ↑	Larger ↑	Smaller ↓	Similar	Smaller ↓
Location	Good	Similar	Similar	Similar	Similar	Superior ↓	Superior ↓
Age/Condition	1974/Renov.	2004 ↓	2004 ↓	1988 ↓	2023 ↓	2019	2021 ↓
Building Constr.	Pre-Eng.	Pre-Eng.	Pre-Eng.	Pre-Eng.	Wood Frame	Wood Frame	Masonry ↓
Building Quality	Average	Average	Average	Average	Good ↓	Average	Average
Building Height	14-Ft./9-Ft.	14-Ft.	14-Ft.	18-20-Ft. ↓	Similar	Similar	Similar
Interior Build-Out	0%/100%	11.7% ↓	10% ↓	30% ↓	Similar	Similar	Similar
Parking	Limited	Superior ↓	Superior ↓	Superior ↓	Superior ↓	Superior ↓	Superior ↓
Indicated Market Rent		$7.50/SF	$8.00/SF	<$8.50/SF	$18.00/SF	$25.00/SF	<$25.00/SF

Market Rent Conclusion

After adjustments, the rentals above indicate a market rental rate for the 1,815 square foot unfinished area of the subject in the $7.50 to $8.50 per square foot range. In our opinion, a market rental rate for this component area of the subject in the middle area of the range, approximately $8.00 per square foot appears appropriate.

After adjustments, the rentals above indicate a market rental rate for the 4,598 square foot renovated and finished retail market area of the subject in the $18.00 to $25.00 per square foot range. In our opinion, a market rental rate for this component area of the subject at approximately $20.00 per square foot appears appropriate.

Based on the concluded market rental rates above, the Potential Gross Income for the subject is as follows:

Finished Retail Market Area	4,598	SF @	$20.00	/ SF	=	$91,960
Unfinished Building Area	1,815	SF @	$8.00	/ SF	=	$14,520
						$106,480

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RENTAL NO. 1

Property Type: Industrial **Record ID:** 6453-GA

Address: 2365 Monroe Drive, Gainesville, Hall County, Georgia
Location: North side of Monroe Drive, just east of Danbury Lane intersection

Lessor: Sconet, LLC

Tenant	Size (SF)	Rent (SF)	Begin	Term	Escalations
N/A	3,600	$9.00	Sept. 2025	2 yrs.	N/A

Total Building Area: 7,200
Rentable Area: 7,200
Typical Tenant Size: 3,600 **Average Rent/SF:** $9.00
Year Built: 2004

Expenses by Lessor: Real estate taxes, insurance, maintenance
Expenses by Lessee: Utilities, janitorial
Current Occupancy: 100%
Verification: Public records, field, broker

Comments: This is a 3,600 square foot single-tenant light industrial space located within a two-tenant building in close proximity to the Exit 20 interchange of I-985. This industrial space is two-story, featuring pre-engineered construction. The building was built in 2004, with a total of approximately 420 square feet, or 11.7% finished office area. It has one front loaded grade level overhead door and one rear level door. The space was leased in September 2025 at $9.00 per square foot, based on modified gross lease terms.



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RENTAL NO. 2

Property Type: Industrial **Record ID:** 7451-GA

Address: 1640 Oakbrook Drive, Gainesville, Hall County, Georgia
Location: At the end of cul-de-sac

Lessor: Wilbof, LLC

Total Building Area: 10,000
Rentable Area: 10,000
Typical Tenant Size: 10,000 **Average Rent/SF:** $9.50
Year Built: 2000

Expenses by Lessor: Taxes, insurance, management, reserves, exterior maintenance
Expenses by Lessee: Interior Maintenance, Utilities
Current Occupancy: 100%
Verification: CoStar, Leasing agent

Comments: Lease of a 10,000 square foot pre-engineered office warehouse building located at the end of an access drive from Oakbrook Drive in Gainesville. It was constructed in 2000 and is in average condition. It features 14' eaves, one drive-in door, two dock-high doors and 10% office buildout. The property was leased for $9.50 per square foot under modified gross terms. The lease began January 1, 2025 for three years.



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RENTAL NO. 3

Property Type: Industrial **Record ID:** 6989-GA

Address: 1013 Airport Street, Gainesville, Hall County, Georgia
Location: Southeastern side of Airport Street, just west of Hancock Ave. Ext.

Lessor: Bennett Properties, LP

Total Building Area: 6,000
Rentable Area: 6,000
Typical Tenant Size: 6,000 **Average Rent/SF:** $10.00
Year Built: 1988

Expenses by Lessor: Management, reserves, structural
Expenses by Lessee: R.E. Taxes, Property Insurance, Utilities, interior Maintenance, CAM
Current Occupancy: 100%
Verification: Co-Star Comps, Broker

Comments: This one-story pre-engineered building was renovated in 2018 and features approximately 18 feet to 20 foot building height and 1,800 square feet (30%) of finished office space. There is one (1) 12' X 16' drive in door and one (1) dock high overhead door. Electrical is 120/208 V, 400 amp., single-phase. The building was marketed for lease with an asking rate of $10.00 per square foot and was marketed for approximately one month prior to leasing for $10.00 per square foot, with modified gross lease terms.



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RENTAL NO. 4

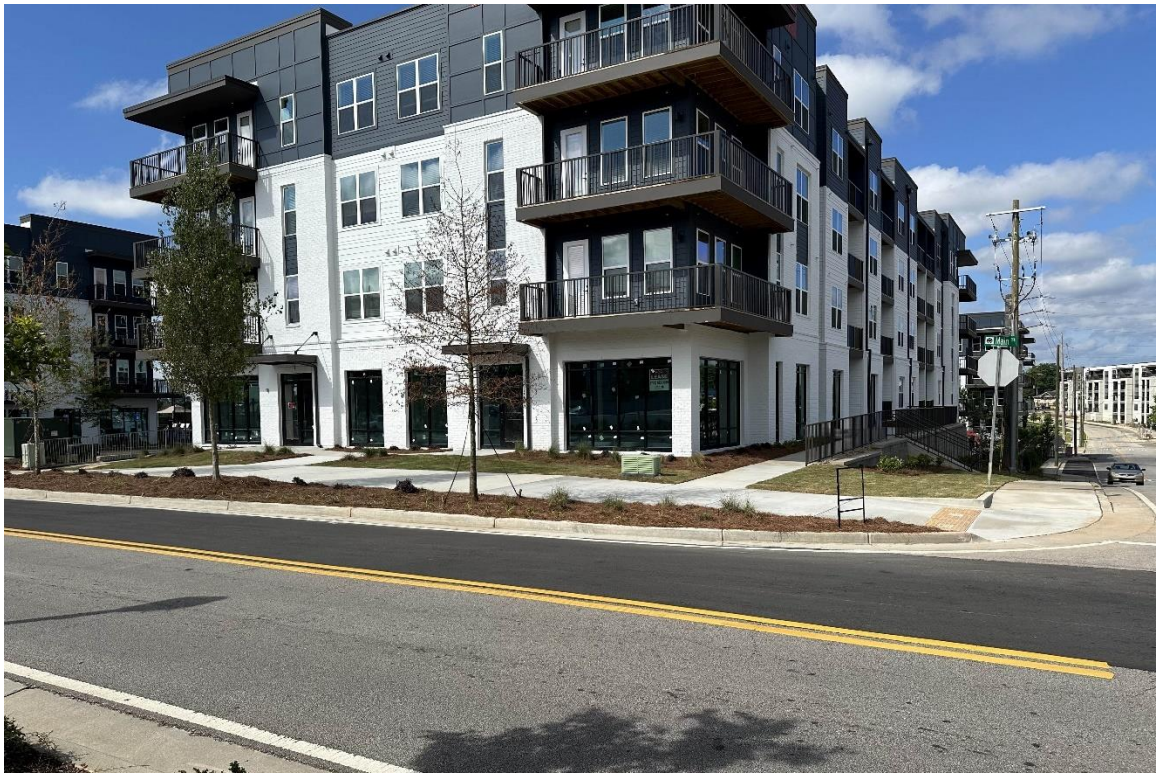
Property Type: Retail **Record ID:** 7309-GA
Property Name: Midland on Main
Address: 550 Main Street, Gainesville, Hall County, Georgia
Location: Southwestern side of Main Street

Lessor: Gainesville II Apartments, LLC

Total Building Area: 6,000
Rentable Area: 60,000
Typical Tenant Size: 1,038 **Average Rent/SF:** $25.00
Year Built: 2023

Expenses by Lessor: Management, reserves, structural maintenance
Expenses by Lessee: R.E. Taxes, Property Insurance, Utilities, interior Maintenance, CAM
Current Occupancy: 82.7%
Verification: Pub. Rec., Co-Star Comps, Field

Comments: Multi-tenant retail-office area, within the Midland on Main apartment development. There are four tenant areas on the first floor area of this development, ranging in size from 1,038 - 1,719 square feet. Two of the tenant area were leased beginning in December 2024 and January 2025 at $25.00 per square foot, based on triple net lease terms with 3 to 5-year leases. There is one remaining tenant area available as of April 2026, 1,038 square feet in size.



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RENTAL NO. 5

Property Type: Retail **Record ID:** 7469-GA

Address: 610 White Sulphur Road, Gainesville, Hall County, Georgia
Location: Eastern side of White Sulphur Road, one parcel north of Jesse Jewell Pkwy. int.

Lessor: New Holland Partners, LLC

Total Building Area: 5,244
Rentable Area: 5,060
Typical Tenant Size: 3,038 **Average Rent/SF:** $31.00
Year Built: 2019

Expenses by Lessor: Management, reserves, structural maintenance
Expenses by Lessee: R.E. Taxes, Property Insurance, Utilities, interior Maintenance, CAM
Current Occupancy: 100%
Verification: Pub. Rec., Co-Star Comps, Field

Comments: Multi-tenant retail building, located on White Sulphur Road just north of Jesse Jewell Parkway. The building is currently configured with two tenant bays, ranging in size from 2,100 to 3,038 square feet. The most recently leased space in this rental is the 3,038 square foot area which leased in February 2026 at $31.00 per square foot with triple net lease terms. This space was configured for restaurant use, with existing FF&E which includes 2 walk-in coolers; 1 walk-in freezer, multiple 3 compartment sinks; multiple vent hood systems; fryer; stove tops; ice maker, etc. The development features 32 on-site parking spaces (6.1 spaces per 1,000 square feet of gross building area.)



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RENTAL NO. 6

Property Type: Retail **Record ID:** 7101-GA
Property Name: Solis Gainesville
Address: 114 - 118 Jesse Jewell Parkway, Gainesville, Hall County, Georgia
Location: Southeastern corner of Jesse Jewell Pkwy. & Bradford Street int.

Lessor: Gainesville Urban, LLC

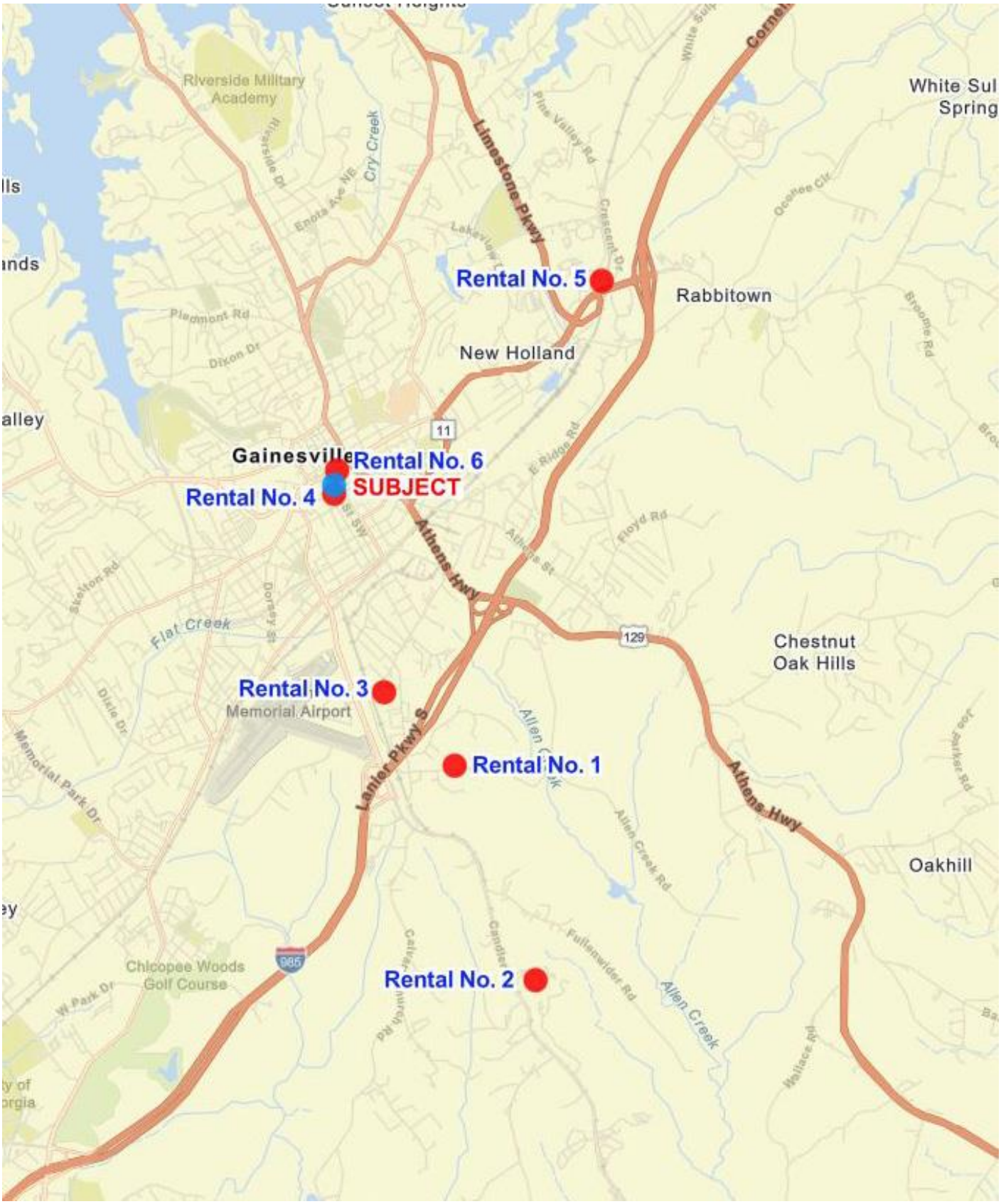
Total Building Area: 10,000
Rentable Area: 10,000
Typical Tenant Size: 1,405 **Average Rent/SF:** $35.00
Year Built: 2021

Expenses by Lessor: Management, reserves, structural maintenance
Expenses by Lessee: R.E. Taxes, Property Insurance, Utilities, interior Maintenance, CAM
Current Occupancy: 70%
Verification: Pub. Rec., Co-Star Comps, Field

Comments: Multi-tenant retail building, with very good visibility and exposure along a major traffic artery in Gainesville. The buildings adjoin the 220 unit Gainesville Solis apartment development. Pedestrian access to the CBD is available by a pedestrian bridge over Jesse Jewell Parkway at this location. The improvements feature two-story design, with rooftop patios. Three of the tenant areas were leased beginning in June 2023. The tenant areas range in size from 1,405 to 3,230 square feet. Lease rates are reported at $35.00 per square foot, based on triple net lease terms with 5-year leases. A 1,405 square foot tenant bay is available as of April 2026, at $35.00 per square foot.



Subject and Rent Comparables Location Map



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Vacancies and Credit Losses

The subject property is located within an established and generally stable commercial area. Historically, there has been good demand for retail facilities locally.

Based on Co-Star Comps data, the current vacancy rate within the Gainesville and Hall County retail market is approximately 3.6%. This is based on a total of approximately 11.8 million square feet of total retail space in Gainesville/Hall County. Likewise, the industrial vacancy rate has been consistently below 5.0% locally during the past several years.

Considering the location, age and design of the subject, as well as the combined unfinished and finished areas, in our opinion a 10.00% allowance for vacancy and collection loss is a reasonable long-term investor expectation for the subject property.

Other Income

There is no other income associated with the subject property.

Effective Gross Income

The effective gross income of a property is the anticipated annual income that can be received after allowing for vacancy and credit losses and the addition of any other income. Based on the previous analysis of potential gross income, and deducting for vacancy and collection loss, the effective gross income for the subject is as follows:

INCOME						
Finished Retail Market Area	4,598	SF @	$20.00	/ SF	=	$91,960
Unfinished Building Area	1,815	SF @	$8.00	/ SF	=	$14,520
						$106,480
Less Vacancy	10.00%					($10,648)
Effective Gross Rental Income						$95,832
Plus Other Income						$0
Effective Gross Income						$95,832

Expenses

Our opinion of market rent for the subject is based on "triple net" lease terms. Under the provisions of this lease, the Lessee is responsible for payment of real estate taxes, property insurance and interior maintenance. Landlord expenses include management, reserves and replacements for long-lived items and administrative expenses. Our estimate of each expense item is described below:

Real Estate Taxes: In the property description portion of this report, the 2025 real estate taxes for the subject property were calculated at $14,526.45, based on a 2025 combined fair market valuation for tax purposes of $1,290,301. Based on the triple net lease structure, a rounded allowance of **$1,450 annually** ($14,526.45 X 0.10) for the landlord's responsibility for real estate taxes.

Property Insurance: Considering the construction characteristics and the amount of finished area, we believe that the subject could be insured for $2,600 annually, which equates to approximately $0.40 per square foot annually. Considering the assumed triple net lease structure, a rounded allowance of **$260 annually** ($2,600 X 0.10) for the landlord's responsibility for property insurance.

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Management & Leasing Commissions: Typical management fees for this type property in the subject market area range from 4% to 8% on collected income. This is typical for the leasing, rent collection and general overseeing of the property. Considering the subject's physical condition and location, we believe that 5% of the Effective Gross Income is reasonable for a property such as the subject. This equates is **$4,792 annually** for the subject property.

Exterior Maintenance & Repairs: This expense category covers the general exterior maintenance such as minor roof and parking lot repairs, painting and other miscellaneous repairs to the exterior of the building. Under the assumed lease structure, exterior maintenance and repairs are the responsibility of the tenant.

Utilities: Under the assumed lease structure, utilities are the responsibility of the tenant.

Janitorial: Under the assumed lease structure, janitorial expenses are the responsibility of the tenant.

Reserves for Replacements: This is a reserve account which is established to provide for adequate funds to replace long-lived items such as the roof, parking lot, HVAC and mechanical systems. An allowance of **$1,900 annually** ($0.30 per square foot of gross building area) has been made for reserves and replacements.

Grounds Maintenance: There are minimal grounds to maintain and the grounds maintenance expense is the responsibility of the tenants.

Administrative Expense: For the subject property, this expense category will be limited to legal and accounting fees and other miscellaneous expenses. For purposes of this analysis, an estimate of **$500 annually** will be utilized.

Net Operating Income

The net operating income is the effective gross income less the total operating expenses. A complete pro-forma operating statement for the subject property is below and indicates net operating income of **$86,931.**

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Pro-Forma Operating Statement

INCOME						
Finished Retail Market Area	4,598	SF @	$20.00	/ SF	=	$91,960
Unfinished Building Area	1,815	SF @	$8.00	/ SF	=	$14,520
						$106,480
Less Vacancy	10.00%					($10,648)
Effective Gross Rental Income						$95,832
Plus Other Income						$0
Effective Gross Income						$95,832

EXPENSES		Annually	Per Sq. Ft.
Real Estate Taxes		$1,450	$0.23
Property Insurance		$260	$0.04
Property Management	5%	$4,792	$0.75
Ext. Maint. & Repairs		$0	$0.00
Utilities		$0	$0.00
Janitorial		$0	$0.00
Reserves for Replacement		$1,900	$0.30
Grounds Maintenance		$0	$0.00
Administrative Expense		$500	$0.08
Total Expenses		$8,902	$1.39

NET OPERATING INCOME	**$86,931**
Total Expense as a % of PGRI	8.36%

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Capitalization Rate

Capitalization is the process of converting net income into value. The capitalization rate reflects the relationship between net income and the value of receiving the anticipated income stream, or the amount an investor should be willing to pay for this annual income. Thus, the relationship is:

$$\frac{\text{Net Income}}{\text{Capitalization Rate}} = \text{Value}$$

The primary method to derive an overall capitalization rate is to extract it from market data. In order to achieve this extraction, we rely on the comparable sales used in the sales comparison approach. From information gathered, the net operating revenue has been confirmed or estimated for each sale. Dividing this net operating revenue by the sales price indicates an overall capitalization rate for each of the comparables.

Capitalization Rates

Sale Number	Sale Price	Net Operating Income	CAP Rate
Improved Sale 1	$785,000	$39,495	5.03%
Improved Sale 2	$253,500	$11,120	4.39%
Improved Sale 3	$1,200,000	$78,825	6.57%
Improved Sale 4	$3,703,736	$222,728	6.01%
Improved Sale 5	$2,625,000	$227,596	8.67%
Improved Sale 6	$3,000,000	$147,292	4.91%
Average	5.93%		

The above indicated capitalization rates range from 4.39% to 8.67%. The mean is 5.93%. The retail Comparable Sales exhibit a capitalization rate range from 4.91% to 8.67%, with a mean of 6.53%. Considering the age, location, condition and that the majority of the subject building is retail oriented, we believe a capitalization rate in the middle of the range by the retail comparables, at approximately 6.50%, is appropriate for the subject property.

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Realty Rates

We have also considered Realty Rates, summarized as follow:

RealtyRates.com INVESTOR SURVEY - 1st Quarter 2026* RETAIL - ALL TYPES							
Item	**Input**						**OAR**
Minimum							
Spread Over 10-Year Treasury	0.81%	**DCR Technique**		1.10	0.056519	0.80	**4.97**
Debt Coverage Ratio	1.10	**Band of Investment Technique**					
Interest Rate	4.83%	Mortgage		80%	0.056519	0.045215	
Amortization	40	Equity		20%	0.074957	0.014991	
Mortgage Constant	0.056519	OAR					**6.02**
Loan-to-Value Ratio	80%	**Surveyed Rates**					**5.66**
Equity Dividend Rate	7.50%						
Maximum							
Spread Over 10-Year Treasury	5.95%	**DCR Technique**		2.15	0.128732	0.50	**13.84**
Debt Coverage Ratio	2.15	**Band of Investment Technique**					
Interest Rate	9.97%	Mortgage		50%	0.128732	0.064366	
Amortization	15	Equity		50%	0.168810	0.084405	
Mortgage Constant	0.128732	OAR					**14.88**
Loan-to-Value Ratio	50%	**Surveyed Rates**					**13.98**
Equity Dividend Rate	16.88%						
Average							
Spread Over 10-Year Treasury	3.70%	**DCR Technique**		1.39	0.090283	0.70	**8.76**
Debt Coverage Ratio	1.39	**Band of Investment Technique**					
Interest Rate	7.72%	Mortgage		70%	0.090283	0.063198	
Amortization	25	Equity		30%	0.126576	0.037973	
Mortgage Constant	0.090283	OAR					**10.06**
Loan-to-Value Ratio	70.0%	**Surveyed Rates**					**9.64**
Equity Dividend Rate	12.7%						

*4th Quarter 2025 Data

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We have also considered the Realty Rates Investor Survey for All Retail Properties for the 1st Quarter 2026, which indicates a rate of 9.64%.

We have considered the indicated capitalization rate from Realty Rates as well as those derived from the improved sales, with most weight given to the indicated capitalization rate by the improved sales. A capitalization rate of 6.50% has been selected for the subject property. Capitalizing the estimated NOI for the subject indicates a market value for the subject property, as follows:

NOI (Io)		Cap Rate (Ro)		Value (Vo)
$86,931	÷	0.0650	=	$1,337,400

Rounded to:

Income Approach Value Indication **$1,340,000**

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Sales Comparison Approach

In the sales comparison approach, a market value indication is derived by comparing the subject property to similar properties that have recently sold, are listed for sale, or are under contract. Typically, the market uses price per square foot of building area as the measurable unit of comparison. This is the most common method of valuation used in the industry. After analyzing each sale on this basis, adjustments were made to each sale for differences in physical characteristics including location, access, market change, and land to building ratio, building size and overall age and condition of the property. Below are the most meaningful known sales for this analysis.

Table 5-2: Improved Sales Summary Table

No.	Location	Sale Date	Price	Building Size (SF)	Price/SF
	Light Industrial Sales				
1.	2092 Crow Road, Gainesville, Hall Co., GA	9/24	$785,000	5,600	$140.18
2.	80 Zander Drive, Gainesville, Hall Co., GA	3/24	$253,500	1,800	$140.83
3.	3667 Southland Drive, Flowery Branch, Hall Co., GA	7/25	$1,200,000	7,500	$160.00
	Retail Sales				
4.	655 Exchange Circle, Bethlehem, Barrow Co., GA	1/25	$3,703,736	11,890	$311.50
5.	7310 Spout Springs Road, Flowery Branch, Hall Co., GA	5/25	$2,625,000	7,500	$350.00
6.	5866 Spout Springs Road, Flowery Branch, Hall Co., GA	8/25	$3,000,000	5,600	$535.71

Comparable Sales Discussion

We researched the market for comparable sales. Comparable sales No. 1, No. 2 and No. 3 above range from $140.18 to $160.00 per square foot and are analyzed in comparison with the 1,815 square foot northern unfinished area of the subject. Comparable sales No. 4, No. 5 and No. 6 above range from $311.50 to $535.71 per square foot and are analyzed in comparison with the 4,598 square foot southern area of the subject which has been renovated as a retail market.

Adjustment Grid

The comparables have been analyzed in comparison with the subject in the following adjustment grid:

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Comparable Sale Adjustment Grid

		Comparables for 1,815 Sq.Ft. Area			Comparables for 4,598 Sq.Ft. Area		
	Subject (Average)	**Comp No. 1**	**Comp No. 2**	**Comp No. 3**	**Comp No. 4**	**Comp No. 5**	**Comp No. 6**
Sale Price		$785,000	$253,500	$1,200,000	$3,703,736	$2,625,000	$3,000,000
Size (SF)	1,815/4,598	5,600	1,800	7,500	11,890	7,500	5,600
Price Per SF		$140.18	$140.83	$160.00	$311.50	$350.00	$535.71
Financing		Market	Market	Market	Market	Market	Market
Conditions of sale		Market	Market	Market	Market	Market	Market
Expenditures after purchase		N/A	N/A	N/A	N/A	N/A	N/A
Non-realty items		N/A	N/A	N/A	N/A	N/A	N/A
Market conditions		Similar	Similar	Similar	Similar	Similar	Similar
Location	Good	Similar	Similar	Similar	Inferior ↑	Similar	Superior ↓
Exposure/Access	Good	Similar	Similar	Similar	Similar	Similar	Similar
Building Size (SF)	1,815/4,598	Larger ↑	Similar	Larger ↑	Larger ↑	Larger ↑	Similar
Age/Condition	1974/Renov.	2000 ↓	1993 ↓	2025 ↓↓	2013 ↓	2021 ↓↓	2005 ↓
Building Quality	Average	Average	Average	Average	Average	Average	Average
Building Height	14-Ft./9-Ft.	12-Ft. ↑	18-Ft. ↓	18-Ft. ↓	Similar	Similar	Similar
Interior Build-Out	0%/100%	26.7% ↓	20% ↓	None	Similar	Similar	Similar
Land to Building Ratio	2.72:1.00	10.20:1.00 ↓	7.99:1.00 ↓	4.30:1.00 ↓	3.52:1.00 ↓	7.26:1.00 ↓	3.97:1.00 ↓
Indicated Value		$80/SF	$100/SF	<$120/SF	>$250/SF	$300/SF	<$450/SF

Analysis and Conclusion

The sales above range in sale price from $140.18 to $535.71 per square foot overall, prior to adjustments. Comparables No. 1, No. 2 and No. 3 have been analyzed in comparison with the 1,815 square foot unfinished northern area of the subject. After adjustments, these sales suggest a market value in the $80.00 to $120.00 per square foot range for this component area of the subject. Considering the age, construction, condition, location and amount of interior build out, a market value for the 1,815 square foot unfinished northern area of the subject at $100.00 per square foot appears appropriate.

Comparables No. 4, No. 5 and No. 6 have been analyzed in comparison with the 4,598 square foot finished retail market southern area of the subject. After adjustments, these sales suggest a market value in the $250.00 to $450.00 per square foot range for this component area of the subject. Considering the age, construction, condition, location and limited on-site parking, a market value for the 4,598 square foot finished retail market southern area of the subject at $300.00 per square foot appears appropriate.

Based on $100.00 per square foot for the unfinished component area of the subject and $300.00 per square foot for the renovated retail component area of the subject, the indicated market value for the subject is summarized as follows:

Unfinished Building Area	1,815	Square Feet	@	$100.00	Sq. Ft	=	$181,500
Finished Retail Market Area	4,598	Square Feet	@	$300.00	Sq. Ft	=	$1,379,400
Sales Approach Value Indication						=	**$1,560,900**

$1,560,000

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IMPROVED SALE

Property Type:	Industrial			**Record ID:**	12327-GA
Tax ID:	09124 000257				
Address:	2092 Crow Road, Gainesville, Hall County, Georgia				
Location:	South side, west of its intersection with White Sulphur Road				
Land Lot:	124	**District:**	9		
Grantor:	Pethel Enterprises, LLC				
Grantee:	Medford Quality Insulation, LLC				
Sale Price:	$785,000				
Sale Date:	09/23/24	**Deed Book:**	9541	**Page:**	580
Verification:	Field, Deed, CoStar Comps, Tax Records, Broker				
Conditions of Sale:	Arm's Length				
Financing:	Conv.				
Building Size:	5,600 SF	**Price/SF:**	$140.18		
Year Built:	2000				
Land Size:	1.311 Acres				
Land to Building Ratio:	10.20				
PGRI:	$56,000	**PGRIM:**	14.02		
EGRI:	$50,400	**EGRIM:**	15.58		
NOI:	$39,495	**Cap Rate:**	5.03%		
NOI Ratio:	78.36%	**NOI/SF:**	$7.05		
Expense Ratio:	21.64%	**Expenses/SF:**	$1.95		
Occupancy at Sale:	Owner				

Comments: This is the sale of a 5,600 square foot industrial office/warehouse along the southern side of Crow Road, west of its intersection with White Sulphur Road. It was originally constructed in 2000 and is in average condition. It contains 1,500 square feet of average quality office buildout (26.7%) with the remainder being open warehouse space with 12' ceilings, two (2) 10' X 10' drive-thru truck doors with a 0.35-acre fenced and graveled area. It was on the market for $850,000 ($151.79 per square foot) for approximately one month prior to its sale. It was purchased for owner occupancy.



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IMPROVED SALE

Property Type:	Industrial			**Record ID:**	12151-GA
Tax ID:	08007 003022				
Address:	80 Zander Drive, Gainesville, Hall County, Georgia				
Location:	Southwestern side of Zander Drive, 2/10 mile southeast of Browns Bridge Road int.				
Land Lot:	7	**District:**	8		
Grantor:	Anthony Ryan Gerrald				
Grantee:	William P. Bell				
Sale Price:	$253,500				
Sale Date:	03/08/24	**Deed Book:**	9445	**Page:**	119
Verification:	Field, Deed, PT-61, Inspection				
Conditions of Sale:	Arm's length				
Financing:	All cash to seller				
Building Size:	1,800 SF	**Price/SF:**	$140.83		
Year Built:	1993				
Land Size:	0.330 Acres				
Land to Building Ratio:	7.99				
PGRI:	$14,400	**PGRIM:**	17.60		
EGRI:	$13,680	**EGRIM:**	18.53		
NOI:	$11,120	**Cap Rate:**	4.39%		
NOI Ratio:	81.29%	**NOI/SF:**	$6.18		
Expense Ratio:	18.71%	**Expenses/SF:**	$1.42		
Occupancy at Sale:	Vacant				

Comments: This is the sale of a pre-engineered office-warehouse building located in an unincorporated area of Hall County and just off the Browns Bridge Road corridor. The building was constructed in 1993, with 360 square feet of office area and the remainder of the building in unfinished warehouse area. There is one (1) 3-fixture restroom. The building features 18-foot eave height and three (3) 16' X 16' grade level overhead doors. There is approximately 2,700 square feet of on-site paving, with adequate parking and maneuvering area. Electrical service is 200 amp.



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IMPROVED SALE

Property Type:	Industrial			**Record ID:**	12542-GA
Tax ID:	08047 001025				
Property Name:	Lot 8 Fairgrounds Business Center				
Address:	3667 Southland Drive, Flowery Branch, Hall County, Georgia				
Location:	Southwestern side of cul de sac end				
Land Lot:	47	**District:**	8		
Grantor:	GE4, LLC				
Grantee:	MM Company & Assoc., Inc.				
Sale Price:	$1,200,000				
Sale Date:	07/29/25	**Deed Book:**	9696	**Page:**	639
Verification:	Field, Tax Records, CoStar, Broker				
Conditions of Sale:	Arm's Length				
Financing:	Conv.				
Building Size:	7,500 SF	**Price/SF:**	$160.00		
Year Built:	2025				
Land Size:	0.740 Acres				
Land to Building Ratio:	4.30				
PGRI:	$90,000	**PGRIM:**	13.33		
EGRI:	$85,500	**EGRIM:**	14.04		
NOI:	$78,825	**Cap Rate:**	6.57%		
NOI Ratio:	92.19%	**NOI/SF:**	$10.51		
Expense Ratio:	7.81%	**Expenses/SF:**	$0.89		
Occupancy at Sale:	Vacant				

Comments: This light industrial building is located in the Fairground Business Center development in Flowery Branch, Hall County, Georgia. This light industrial property is a 7,500 square foot (50' X 150') building which was constructed in 2025, in new condition. The building features 18-foot eave height, with no interior build out at the time of sale. The front and both side walls are brick veneer exterior. There are two (2) front loaded grade level overhead doors and one (1) side loaded grade level overhead door. The building could be sub-divided into two equal sized suites, with a demising wall is desired.



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IMPROVED SALE

Property Type:	Retail			**Record ID:**	12774-GA
Tax ID:	WN16 022				
Property Name:	Exchange Center				
Address:	655 Exchange Circle, Bethlehem, Barrow County, Georgia				
Location:	Northeastern Corner of Exchange Blvd. & Exchange Cir. intersection				
GMD:	249				
Grantor:	SBN 1177, LLC				
Grantee:	655 Exchange Circle, LLC				
Sale Price:	$3,703,736				
Sale Date:	01/31/25	**Deed Book:**	2915	**Page:**	558
Verification:	Broker, deed, pub. rec.				
Conditions of Sale:	Leased fee interest				
Financing:	Cash to seller				
Building Size:	11,890 SF	**Price/SF:**	$311.50		
Year Built:	2013				
Land Size:	0.960 Acres				
Land to Building Ratio:	3.52				
PGRI:	$250,003	**PGRIM:**	14.81		
EGRI:	$237,503	**EGRIM:**	15.59		
NOI:	$222,728	**Cap Rate:**	6.01%		
NOI Ratio:	93.78%	**NOI/SF:**	$18.73		
Expense Ratio:	6.22%	**Expenses/SF:**	$1.24		
Occupancy at Sale:	100%				

Comments: Multi-tenant retail center on 0.96 acre corner site. It was 100% occupied at the time of sale, with a total of five (5) tenant bays. Located along Exchange Boulevard, it is part of Gateway at University Parkway, a 70 acre mixed use development. The site has direct access from Exchange Circle, as well as cross access ingress and egress with the adjoining fast food property to the east. There is a total of 48 on-site parking spaces for the retail center. It was marketed for sale with an asking price of $3,800,000.



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IMPROVED SALE

Property Type:	Shopping Center			**Record ID:**	12776-GA
Tax ID:	15041 0000184				
Property Name:	Apollo Plaza				
Address:	7310 Spout Springs Road, Flowery Branch, Hall County, Georgia				
Location:	Western side of Spout Springs Road, one parcel north of the Friendship Springs Blvd. int.				
GMD:	1279				
Grantor:	Yellow Lobster 888 GA-6, LLC				
Grantee:	Apollo Plaza, LLC				
Sale Price:	$2,625,000				
Sale Date:	05/02/25	**Deed Book:**	9650	**Page:**	482
Verification:	CoStar Comps, Public Records, Deed, Broker				
Conditions of Sale:	Arm's Length				
Financing:	Conv.				
Building Size:	7,500 SF	**Price/SF:**	$350.00		
Year Built:	2021				
Land Size:	1.250 Acres				
Land to Building Ratio:	7.26				
PGRI:	$254,400	**PGRIM:**	10.32		
EGRI:	$241,680	**EGRIM:**	10.86		
NOI:	$227,596	**Cap Rate:**	8.67%		
NOI Ratio:	94.17%	**NOI/SF:**	$30.35		
Expense Ratio:	5.83%	**Expenses/SF:**	$1.88		
Occupancy at Sale:	100%				

Comments: Sale of a 7,500 square foot multi-tenant retail building in Flowery Branch, Georgia. This is located approximately 2/10 mile north of the Friendship Road and Spout Springs Road intersection. The building, constructed in 2021, is configured for occupancy by two (2) tenants. One of the tenants is a Huey Magoo's fast food restaurant. The retail building was leased for an average rental rate of approximately $33.92 per square foot. This building features synthetic stucco and brick exterior with storefront glass. There are a total of 55 on-site parking spaces which support the 7,500 square foot multi-tenant retail building. The property sold along with an approximately 1 acre surplus site, which was pad ready with parking in place, with an allocated purchase price of approximately $500,000.



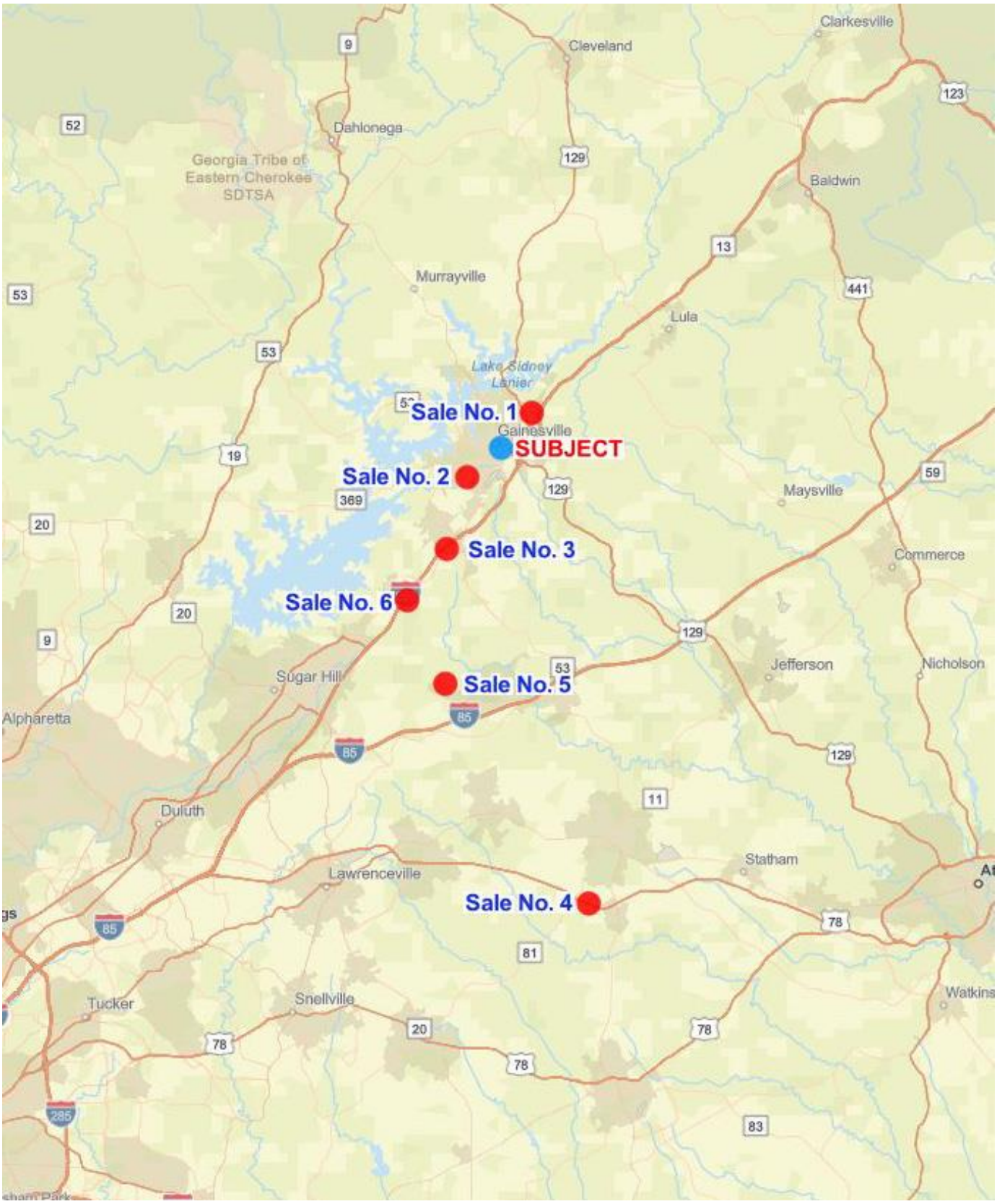
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IMPROVED SALE

Property Type:	Shopping Center			**Record ID:**	12775-GA
Tax ID:	08114 004012				
Property Name:	The Plaza at Flowery Branch				
Address:	5866 Spout Springs Road, Flowery Branch, Hall County, Georgia				
Location:	Southeastern corner of Spout Springs Road & Holland Dam Road int.				
Land Lot:	114	**District:**	8		
Grantor:	Deevik Properties, LLC				
Grantee:	5866 FB, LLC				
Sale Price:	$3,000,000				
Sale Date:	08/22/25	**Deed Book:**	9711	**Page:**	168
Verification:	CoStar Comps, Public Records, Deed, Broker				
Conditions of Sale:	Arm's Length				
Financing:	Conv.				
Building Size:	5,600 SF	**Price/SF:**	$535.71		
Year Built:	2005				
Land Size:	0.510 Acres				
Land to Building Ratio:	3.97				
PGRI:	$165,000	**PGRIM:**	18.18		
EGRI:	$156,750	**EGRIM:**	19.14		
NOI:	$147,292	**Cap Rate:**	4.91%		
NOI Ratio:	93.97%	**NOI/SF:**	$26.30		
Expense Ratio:	6.03%	**Expenses/SF:**	$1.69		
Occupancy at Sale:	100%				

Comments: Sale of a 5,600 square foot multi-tenant retail building for $3,000,000 or $535.71 per square foot. This building is in Flowery Branch, Georgia and is an outparcel for the Publix anchored Village Shoppes of Flowery Branch. The building, constructed in 2005, is leased for an average rental rate of $29.46 per square foot. It is currently configured with four (4) tenant suites, which were 100% occupied. This building features synthetic stucco and brick exterior with storefront glass. There are a total of 24 on-site parking spaces for this facility. The tenants were localized businesses, two of which are restaurants. The building has maintained good occupancy and also has good proximity and access at the Exit 12 interchange of I-985.




Clarkesville
Cleveland
Dahlonega
Georgia Tribe of Eastern Cherokee SDTSA
Baldwin
Murrayville
Lula
Lake Sidney Lanier
Sale No. 1
Gainesville
SUBJECT
Sale No. 2
Maysville
Sale No. 3
Commerce
Sale No. 6
Sugar Hill
Sale No. 5
Jefferson
Nicholson
Alpharetta
Duluth
Statham
Lawrenceville
Sale No. 4
Tucker
Snellville
Watkins

Certain definitions, limiting conditions, and certifications set forth in the attached report qualify the value opinion(s). The analysis contained in the report is in an appraisal report format.

Restricted Appraisal Report

This report is in a Restricted Appraisal Report format intended to comply with our interpretation of the reporting requirements in Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice. Use of this report is limited to the client. The client should be aware that the rationale for how the appraisers arrived at the opinions and conclusions set forth in the report may not be understood properly without additional information contained in the work file. We are not responsible for the unauthorized use of this report.

Market Value Indications

The subject has been analyzed for the purpose of developing an opinion of the current fee simple market value of the property. The value indications from each of the appraisal methods provide a reasonable range of value for the subject property. The market value of the subject should lie within this indicated range. The value indications by the two approaches utilized are as follows:

Income Approach	$1,340,000
Sales Comparison Approach	$1,560,000

TAD FINANCING

The above market value indications for the subject do not include any consideration of the TAD financing for the subject. In the Appendix we have presented a DCF which summarizes the remaining financial benefit of the TAD financing for which the subject has been approved. To date, three payments have been provided to Grubs Market: the first in the amount of $11,071.71; the second in the amount of $10,992.07 and the third in the amount of $11,849.33. The TAD agreement, which may transfer to new owners of the property, will conclude upon the full reimbursement of the remaining amount or after the expiration of the 12-year period, whichever comes first. The outstanding balance of TAD funds remaining is approximately $176,662. **The Resolution approving the subject TAD stipulates that "in order to receive TAD funds, the project must remain a market that is in substantial conformance with the uses proposed in the application."** Therefore, for the purposes of this analysis we have relied upon an Extraordinary Assumption that the subject will continue to be utilized as a market. The DCF indicates a present value of the TAD financing reimbursements of approximately $120,000. Including these with the value indications for the subject above indicates a current market value for the subject in the range from $1,460,000 to $1,680,000.

Market Value Conclusion

Current Fee Simple Market Value Opinion

Our opinion of the current fee simple market value of the subject, based on market conditions as of March 25, 2026, is

$1,575,000

ONE MILLION FIVE HUNDRED SEVENTY FIVE THOUSAND DOLLARS

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Note to Client: The market value opinion above reflects the market value of the subject real property and does not include any value associated with equipment. We understand that in association with the renovations to the retail market component area of the property approximately 4 years ago significant cost was incurred for the equipment needed to operate a retail market. The majority of this equipment is not permanently affixed and therefore not considered to be real property. No value is included in our analysis associated with this equipment or any equipment installation cost.

Marketability

The subject property has average to good overall marketability. The factors that positively influence marketability include:

- The subject has a good location, within the Midtown area of Gainesville;
- Property has TAD credits in place, with approximately 12 years of credits remaining associated with the Midtown Gainesville TAD;
- The retail component of the improvements was significantly renovated approximately 4 years ago and are in good physical condition;

The factors that negatively influence marketability include:

- Older age of the improvements, originally constructed in 1974;
- The unrenovated component of the northern area of the improvements in average overall condition;
- Limited on-site parking available to support the improvements, as renovated;

In our opinion a reasonable marketing period for the subject property at the above concluded value is 12 months. The exposure period for the subject property is also 12 months.

Extraordinary Assumptions and Hypothetical Conditions

No Hypothetical Conditions have been utilized in developing our opinion of value.

This appraisal contains an extraordinary assumption defined below which were used in our analysis of the subject property and in developing the opinion(s) of value. Use of these assumptions and conditions does impact the assignment results. An extraordinary assumption is defined as information directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions.

It is an extraordinary assumption of this appraisal that the subject will continue to be utilized as a market, in order that the remaining approximately $176,662 of approved TAD funds will be received over the next 12 years.

DISCOUNTED CASH FLOW ASSUMPTIONS			
Annual Taxes	$ 14,526	Discount Rate	5.0%
Projected Annual Escalation	5.3%		

DISCOUNTED CASH FLOW
TAD Reimbursement
Grubs Market, 511 Main Street, Gainesville, GA

Period	1	2	3	4	5	6	7	8	9	10	11	12
TAD Tax Reduction	$10,895	$11,474	$12,085	$12,728	$13,405	$14,118	$14,869	$15,660	$16,494	$17,371	$18,295	$19,2
TOTAL TAD REIMBURSEMENT	$10,895	$11,474	$12,085	$12,728	$13,405	$14,118	$14,869	$15,660	$14,539	$14,539	$14,539	$19,269
P.V. Factors @ 5.00%	0.95238	0.90703	0.86384	0.82270	0.78353	0.74622	0.71068	0.67684	0.64461	0.61391	0.58468	0.55684
PRESENT VALUE	**$10,376**	**$10,408**	**$10,439**	**$10,471**	**$10,503**	**$10,535**	**$10,567**	**$10,600**	**$9,372**	**$8,926**	**$8,501**	**$10,729**

PRESENT VALUE OF CASH FLOWS	**$121,42**
	$120,000

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Professional Qualifications

CHARLES A. MCKAY
Metro Appraisals
P.O. Box 791
Gainesville, Georgia 30503
770-534-0384

PROFESSIONAL ORGANIZATIONS

Certified General Real Property Appraiser	Georgia License No. 964

EXPERIENCE

June 1989 to Present	Metro Appraisals, Inc. Commercial Real Estate Appraiser
1984 to 1989	Columbus Consolidated Govt., Columbus, GA Commercial Real Estate Appraiser
1983 to 1984	Coldwell Banker, Columbus, GA Real Estate Sales Associate

EDUCATION

The University of Georgia	1975 - 1979
Columbus State University	Bachelors Business Administration 1982
The Society of Real Estate Appraisers The Appraisal Institute	• An Introduction to Appraising Real Estate • Principles of Income Property Appraising • Residential Valuation

CONTINUING EDUCATION

Fundamentals of Real, Personal Property & Intangible Business Assets, 3/2012
7-Hr. National USPAP, 2014 – 2015, 12/2013
Appraisal Applications of Regression Analysis, 1/2014

Appraisal of Fast Food Facilities 1/2015
Appraisal of Self Storage Facilities 1/2015
Appraisal of Assisted Living Facilities, 1/2016
7-Hr. National USPAP, 2016 – 2017, 1/2016
Appraisal of Land Subject to Ground Leases, 1/2017
Appraisal of Owner Occup. Comm. Properties, 1/2017
7-Hr. National USPAP, 2018 – 2019, 12/2017
Basic Hotel Appraising, 1/2018
Appraisal of Industrial Incubators, 2/2019
Avoiding Mortgage Fraud for Appraisers 2/2019

7-Hr. National USPAP, 2020 – 2021, 12/2019
The Basics of Expert Witness for Commercial Appraisers 12/2019
Appraisal of Medical Office Buildings, 1/2021
Appraisal of Industrial & Flex Buildings, 1/2021
7-Hr. National USPAP, 2020 – 2022, 1/2022
Into. To Commercial Appraisal Review, 1/2022
The Income Approach: An Overview, 1/2023
Appraisal of Self Storage Facilities 1/2023
7-Hr. National USPAP, 2024
Complex Properties, The Odd Side of Appraisal 1/2024

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STATE OF GEORGIA
REAL ESTATE APPRAISERS BOARD

CHARLES A MCKAY

964

IS AUTHORIZED TO TRANSACT BUSINESS IN GEORGIA AS A

CERTIFIED GENERAL REAL PROPERTY APPRAISER

THE PRIVILEGE AND RESPONSIBILITIES OF THIS APPRAISER CLASSIFICATION SHALL CONTINUE IN EFFECT AS LONG AS THE APPRAISER PAYS REQUIRED APPRAISER FEES AND COMPLIES WITH ALL OTHER REQUIREMENTS OF THE OFFICIAL CODE OF GEORGIA ANNOTATED, CHAPTER 43-39-A. THE APPRAISER IS SOLELY RESPONSIBLE FOR THE PAYMENT OF ALL FEES ON A TIMELY BASIS.

D. SCOTT MURPHY
Chairperson

MARLON L. DAY
WILLIAM A. MURRAY
JOHN P. SMITHMYER
KEITH STONE

Vice Chairperson

1012657516070453

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PO BOX 477
GAINESVILLE, GA 30503

CHARLES A MCKAY

 # 964

Status ACTIVE

END OF RENEWAL 02/28/2027

CERTIFIED GENERAL REAL PROPERTY APPRAISER

THIS LICENSE EXPIRES IF YOU FAIL TO PAY RENEWAL FEES OR IF YOU FAIL TO COMPLETE ANY REQUIRED EDUCATION IN A TIMELY MANNER.

State of Georgia
Real Estate Commission
Suite 1000 - International Tower
229 Peachtree Street, N.E.
Atlanta, GA 30303-1605

LYNN DEMPSEY
Real Estate Commissioner

1012657516070453

CHARLES A MCKAY

 # 964

Status ACTIVE

END OF RENEWAL 02/28/2027

CERTIFIED GENERAL REAL PROPERTY APPRAISER

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229 Peachtree Street, N.E.
Atlanta, GA 30303-1605

LYNN DEMPSEY
Real Estate Commissioner

1012657516070453

DRAFT

Professional Qualifications

CLIFF M. WARD, MAI
Metro Appraisals
P.O. Box 791
Gainesville, Georgia 30503
770-534-0384

PROFESSIONAL ORGANIZATIONS

Member of the Appraisal Institute Certified General Real Property Appraiser	Member No. 450012 Georgia License No. 269864

EXPERIENCE

January 2004 to Present	Metro Appraisals, Inc. Associate Commercial Real Estate Appraiser

EDUCATION

Appraisal Education

Appraisal Institute

- Completed Demonstration Appraisal for MAI Designation
- Completed Experience Screening for MAI Designation
- Completed Education Requirements for MAI Designation
- Completed Comprehensive Examination for MAI
- Appraisal Principles
- Appraisal Procedures
- Uniform Standards of Professional Appraisal Practice
- Business Practices and Ethics
- Basic Income Capitalization
- General Applications
- Market Analysis and Highest & Best Use
- Report Writing and Case Studies
- Advanced Income Capitalization
- Advanced Sales Comparison and Cost Approach
- Advanced Concepts and Case Studies
- ARGUS certification

Formal Education

AA – Associates of Arts, Business Administration
BA – Bachelor of Arts, Business Administration

- Gainesville State College
- University of Mississippi
- North Georgia College and State University

Appraisal Institute®

Professionals Providing Real Estate Solutions

This Certifies That

Cliff M. Ward

has been admitted to membership as an

MAI Member

in the Appraisal Institute and is
entitled to all the rights and privileges of membership
subject only to the limiting conditions set forth from time to time
in the Bylaws and Regulations of the Appraisal Institute.

In Witness Whereof, the Board of Directors of the Appraisal Institute has
authorized this certificate to be signed in its behalf by the President, and the
Corporate Seal to be hereunto affixed on this *7th* day of *June 2013*

Richard A Borgert

President

This certificate is the property of the Appraisal Institute and
must be returned to the Secretary upon termination of membership.

DRAFT

DRAFT

STATE OF GEORGIA
REAL ESTATE APPRAISERS BOARD

CLIFFORD MCCLINE WARD

269864

IS AUTHORIZED TO TRANSACT BUSINESS IN GEORGIA AS A

CERTIFIED GENERAL REAL PROPERTY APPRAISER

THE PRIVILEGE AND RESPONSIBILITIES OF THIS APPRAISER CLASSIFICATION SHALL CONTINUE IN EFFECT AS LONG AS THE APPRAISER PAYS REQUIRED APPRAISER FEES AND COMPLIES WITH ALL OTHER REQUIREMENTS OF THE OFFICIAL CODE OF GEORGIA ANNOTATED, CHAPTER 43-39-A. THE APPRAISER IS SOLELY RESPONSIBLE FOR THE PAYMENT OF ALL FEES ON A TIMELY BASIS.

D. SCOTT MURPHY
Chairperson

JEANMARIE HOLMES
Vice Chairperson

JEFF A. LAWSON
WILLIAM A. MURRAY
KEITH STONE

1330605670627432

WARD, CLIFFORD MCCLINE
135 MAPLE STREET NW
GAINESVILLE, GA 30501-0000

CLIFFORD MCCLINE WARD

**269864**
Status **ACTIVE**

END OF RENEWAL
05/31/2026

CERTIFIED GENERAL REAL PROPERTY APPRAISER

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State of Georgia
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Atlanta, GA 30303-1605

LYNN DEMPSEY
Real Estate Commissioner

1330605670627432

CLIFFORD MCCLINE WARD

**269864**
Status **ACTIVE**

END OF RENEWAL
05/31/2026

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229 Peachtree Street, N.E.
Atlanta, GA 30303-1605

LYNN DEMPSEY
Real Estate Commissioner

1330605670627432

DRAFT

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/08/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Tabetha Sutton	
Turner, Wood, & Smith Agency, Inc. 1515 Community Way PO Box 1058 Gainesville GA 30503	PHONE (A/C, No, Ext): (770) 536-0161	FAX (A/C, No): (770) 536-1283
	E-MAIL ADDRESS: tabetha.sutton@twsinsurance.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Standard Fire Ins Co.	19070
INSURER B : Travelers Property Casualty Ins. Co.	36161
INSURER C : The Travelers Indemnity Co.	25658
INSURER D : R-T Specialty, LLC	
INSURER E :	
INSURER F :	

INSURED
Metro Valuation Solutions, Inc
DBA: Metro Appraisals
135 Maple Street NW
Gainesville GA 30501

COVERAGES **CERTIFICATE NUMBER:** CL259847105 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	00B7155544	09/09/2025	09/09/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Contractual Liability	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ Included
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ $ $ $ $
B	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 5,000			00B7157015	09/09/2025	09/09/2026	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		00B7156203	09/09/2025	09/09/2026	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
D	Professional Liability			MEO-IIC-0000197-00	09/09/2025	09/09/2026	General Aggregate Per Claim Limit	1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Proof of Coverage

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tabetha Sutton

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A. Settlement Statement

U.S. Department of Housing and Urban Development

OMB Approval No. 2502-0265

B. Type of Loan			
1.☐ FHA 2.☐ RHS 3.☐ Conv. Unins. 4.☐ VA 5.☐ Conv. Ins.	6. File Number 50054477	7. Loan Number	8. Mortgage Insurance Case Number

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for information purposes and are not included in the totals.

D. Name and Address of Borrower	E. Name and Address of Seller	F. Name and Address of Lender
Hall County, Georgia 2875 Browns Bridge Road Gainesville, GA 30504	Grubs Market, LLC 938 Cherokee Road Gainesville, GA 30501	CASH

G. Property Location	H. Settlement Agent	
509 and 511 SW Main Street Gainesville, GA 30501 Parcels 01011 001002 & 01011 001003	Stewart Melvin & Frost, LLP Place of Settlement 200 Main Street, SW Sixth Floor Hunt Tower Gainesville, GA 30501	I. Settlement Date 05/28/2026 DD: 05/28/2026

J. SUMMARY OF BORROWER'S TRANSACTION:		K. SUMMARY OF SELLER'S TRANSACTION:	
100. GROSS AMOUNT DUE FROM BORROWER		**400. GROSS AMOUNT DUE TO SELLER**	
101. Contract sales price	1,575,000.00	401. Contract sales price	1,575,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	3,672.50	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		**Adjustments for items paid by seller in advance**	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	1,578,672.50	**420. GROSS AMOUNT DUE TO SELLER**	1,575,000.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER		**500. REDUCTIONS IN AMOUNT TO SELLER**	
201. Deposit or earnest money	50,000.00	501. Excess Deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	63,000.00
203. Existing loan(s) taken subject to		503. Existing loans taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		**Adjustments for items unpaid by seller**	
210. City/town taxes 01/01 to 05/28	5,095.35	510. City/town taxes 01/01 to 05/28	5,095.35
211. County taxes 01/01 to 05/28	794.83	511. County taxes 01/01 to 05/28	794.83
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY / FOR BORROWER	55,890.18	**520. TOTAL REDUCTION AMOUNT DUE SELLER**	68,890.18
300. CASH AT SETTLEMENT FROM OR TO BORROWER		**600. CASH AT SETTLEMENT TO OR FROM SELLER**	
301. Gross amount due from borrower (line 120)	1,578,672.50	601. Gross amount due to seller (line 420)	1,575,000.00
302. Less amounts paid by/for borrower (line 220)	55,890.18	602. Less reduction amount due to seller (line 520)	68,890.18
303. CASH FROM BORROWER	1,522,782.32	**603. CASH TO SELLER**	1,506,109.82

L. SETTLEMENT CHARGES: File Number: 50054477	PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL SALES/BROKER'S COMMISSION based on price $ 1,575,000.00 @ 4.00 = 63,000.00		
Division of commission (line 700) as follows:		
701. $ 63,000.00 to NORTON COMMERCIAL ACREAGE GROUP, LLC		
702. $ to		
703. Commission paid at Settlement		63,000.00
704.		
800. ITEMS PAYABLE IN CONNECTION WITH LOAN P.O.C.		
801. Loan Origination Fee %		
802. Loan Discount %		
803. Appraisal Fee to		
804. Credit Report to		
805. Lender's Inspection Fee to		
806. Mtg. Ins. Application Fee to		
807. Assumption Fee to		
808.		
809. Underwriting Fee		
810. Tax Service Fee		
811. Flood Cert Fee		
812. Document Preparation Fee		
813. Courier Fee		
814.		
815.		
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE		
901. Interest from to @$ /day		
902. Mortgage Insurance Premium to		
903. Hazard Insurance Premium yrs. to		
904.		
905.		
1000. RESERVES DEPOSITED WITH LENDER FOR		
1001. Hazard Insurance mo. @$ / mo.		
1002. Mortgage Insurance mo. @$ / mo.		
1003. City property taxes mo. @$ / mo.		
1004. County property taxes mo. @$ / mo.		
1005. Annual Assessments mo. @$ / mo.		
1006. mo. @$ / mo.		
1007. mo. @$ / mo.		
1008. Aggregate Reserve for Hazard/Flood Ins, City/Count		
1100. TITLE CHARGES		
1101. Settlement or closing fee to		
1102. Abstract or title search to		
1103. Title examination to		
1104. Title insurance binder to		
1105. Document preparation to		
1106. Notary fees to		
1107. Attorney's fees to		
(includes above item No:)		
1108. Title insurance to Chicago Title Insurance Company	3,622.50	
(includes above item No:)		
1109. Lender's coverage		
1110. Owner's coverage 1,575,000.00 --- 3,622.50		
1111.		
1112. Tax Report/Review Fee		
1113. Courier/Express Fee		
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES		
1201. Recording fees Deed $; Mortgage $; Releases $		
1202. City/county/stamps Deed $; Mortgage $		
1203. State tax/stamps Deed $; Mortgage $		
1204. Recording & Admin Fee to Clerk-HCS		
1205. Recording & Admin Fee to Clerk-HCS		
1300. ADDITIONAL SETTLEMENT CHARGES		
1301. Survey to		
1302. Pest inspection to		
1303. Wiring Fees	50.00	
1304.		
1305.		
1306.		
1307.		
1308.		
1400. TOTAL SETTLEMENT CHARGES (enter on lines 103 and 502, Sections J and K)	3,672.50	63,000.00

SETTLEMENT STATEMENT
PAGE THREE

ACKNOWLEDGMENT AND RECEIPT OF SETTLEMENT STATEMENT

Purchaser(s) and Seller(s) acknowledge that it/they have received, reviewed and approved all entries appearing on the attached Settlement Statement, and acknowledge receipt of a copy of same. This Settlement Statement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Settlement Statement. Any signature page of any such counterpart, or electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Settlement Statement, and any telecopy or other facsimile transmission shall be deemed an original and shall bind such party. The undersigned parties hereby affirm that this Settlement Statement is a complete, true and correct account of the terms of the sale and purchase consummated on this date, and hereby authorize Stewart, Melvin & Frost, LLP to make disbursements in accordance herewith.

LEGAL REPRESENTATION

Purchaser(s) and Seller(s) acknowledge that Stewart, Melvin & Frost LLP is serving solely as attorney for the Purchaser, notwithstanding payment of the attorney's fees by other parties.

LIENS AND ENCUMBRANCES

Seller(s) acknowledge that all payoff amounts for outstanding liens and encumbrances have been obtained by the Settlement Agent from the holders of such liens and encumbrances and that Settlement Agent and Purchaser(s) has relied in good faith on the information so obtained in disbursing the settlement proceeds; if any deficiency in such amounts occurs, Purchaser(s) agree to promptly remit the same to the Settlement Agent.

TAX PRORATIONS

Purchaser(s) and Seller(s) acknowledge that where real estate taxes and other assessments are not paid in full at settlement based on current actual bills, such amounts are prorated based on estimates using the prior year's tax bill or, if recently improved property, using the estimated value of improvements in place as of January 1 of the current tax year. Purchaser(s) and Seller(s) agree to adjust such prorations between themselves when current actual bills are received; Seller(s) agrees to promptly forward all tax bills and assessment notices to Purchaser(s) upon receipt. The payment of all outstanding taxes and assessments not paid at settlement is assumed by Purchaser(s).

TAX RETURNS AND EXEMPTION APPLICATIONS

Purchaser(s) hereby acknowledge that a real property tax return and an application for homestead exemption are required by law and are to be filed with the county tax collector in which the property lies after January 1 of the year immediately following settlement and that such filings are the sole responsibility of Purchaser(s).

ERRORS AND OMISSIONS

Purchaser(s) and Seller(s) agree that should any inadvertent errors or omissions later be discovered in any documents executed at settlement, it/they shall promptly execute such corrective documents and remit such sums as may be required to adjust or correct such errors or omissions.

CONTRACT SURVIVAL

Any condition or stipulation contained in the Contract, as subsequently modified, not fulfilled at time of closing shall survive the closing, execution and delivery of the deed of conveyance until such time as such conditions or stipulations are fulfilled, and all conditions, warranties, and representations stated in the Contract to specifically survive closing shall survive the closing and execution and delivery of the deed.

TITLE INSURANCE

Purchaser(s) is/are purchasing owner's title insurance in connection with this transaction.

RECORDING FEES AND COURIER FEES

Purchaser(s) and Seller(s) understand that recording fees collected by Stewart, Melvin & Frost, LLP on behalf of the Superior Court Clerk's Office for the County in which the property lies includes the actual or the estimated cost of recording deeds and may include additional monies for the possible recordation of assignments. If too much for recording and courier fees are collected by Stewart, Melvin & Frost, LLP, then the additional monies shall be attorney's fees. If too little money is collected, Stewart, Melvin & Frost, LLP shall not require the Purchaser(s) or Seller(s) to reimburse it for same, unless the re-recording is caused by error of Purchaser(s) and/or Seller(s).

SETTLEMENT STATEMENT
PAGE THREE (continued)

SPECIAL STIPULATIONS:

The Purchaser and Seller agree all the furniture, fixtures, equipment, inventory, and personal property (collectively, "FF&E") are expressly excluded from this sale and shall remain the property of the Seller, including but not limited to: removable equipment, machinery, and tools; furniture, shelving, racking, display cases, decoration, and non-structural millwork; refrigeration units, coolers, freezers, walk-ins, and food service equipment; signage, branding, and proprietary trade fixtures; inventory, supplies, and consumables; point-of-sale systems, computers, and electronics; and all leased equipment. Trade fixtures installed by Seller for business operations shall be deemed personal property and are removable, even if affixed to the building. Seller shall have the right to enter the property before and up to ninety (90) days following closing to remove all excluded FF&E, with no obligation to restore cosmetic damage resulting from normal removal. Seller shall be allowed to remove select mechanical equipment which shall be approved by Purchaser.

Seller shall be responsible for the 2026 and subsequent years of Personal Property Taxes, not yet due and payable.

Purchaser shall be responsible for the 2026 and subsequent years of County and City of Gainesville Taxes, not yet due and payable.

The Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

PURCHASER:

HALL COUNTY, GEORGIA

By: David Gibbs
Title: Chairman
May 28, 2026

SELLER:

GRUBS MARKET, LLC

By: Robert William Turner, Member/Manager

By: Daniel James Stribling, Member/Manager
a/k/a James Daniel Stribling

SETTLEMENT AGENT:

STEWART, MELVIN & FROST, LLP

By: Eric P. Wilborn

Settlement Date: 28th day of May, 2026

Return to: **Eric P. Wilborn**
Stewart, Melvin & Frost, LLP
P. O. Box 3280
Gainesville, Georgia 30503

QUIT-CLAIM DEED

STATE OF GEORGIA, HALL COUNTY.

THIS INDENTURE, made this 28th day of May, 2026, between **GRUBS MARKET, LLC,** a Georgia limited liability company (hereinafter referred to as **"GRANTOR"**), and **HALL COUNTY, GEORGIA** a political subdivision of the State of Georgia (hereinafter referred to as **"GRANTEE"**) (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH: That Grantor, in consideration of the sum of ONE DOLLAR ($1.00) AND OTHER VALUABLE CONSIDERATION, in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, does hereby grant and convey unto Grantee all the right, title, interest, claim or demand which the Grantor has or may have had in and to the following described real property, to wit:

> Property described on **Exhibit "A"** attached hereto and by reference made a part hereof.

TOGETHER WITH all the rights, members and appurtenances to the said described premises in anywise appertaining or belonging.

TO HAVE AND TO HOLD the said described premises unto the Grantee, so that neither the said Grantor, nor any other person or persons claiming under Grantor shall at any time claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed the day and year above written.

Signed, sealed and delivered in the presence of:

GRUBS MARKET, LLC

Unofficial Witness

By: _____ (SEAL)
Robert William Turner, Member/Manager

Notary Public

(NOTARIAL SEAL)

My Commission Expires: July 24, 2029

Unofficial Witness

By: _____ (SEAL)
Daniel James Stribling, Member/Manager
a/k/a James Daniel Stribling

Notary Public

(NOTARIAL SEAL)

My Commission Expires: July 24, 2029

50054.477 (002 & 003)

EXHIBIT 'A'

All that tract or parcel of land lying and being in Land Lot 154, 9th District, City of Gainesville, Hall Co GA and being shown and delineated on plat of survey prepared for Marco McKibbon LLC by Cleveland Land Surveying dated May 23, 2018 and being more particularly described according to said survey as follows:

TO FIND THE POINT OF BEGINNING, begin at the intersection of the East right of way of Main Street with the North right of way of College Ave.; thence along the Easterly right of way of Main Street North 33 degrees 02 minutes 22 seconds West 245.27 feet to an iron pin set being the POINT OF BEGINNING; thence continuing along said right of way North 32 degrees 28 minutes 01 second West 131.79 feet to an iron pin set; thence leaving said right of way North 56 degrees 21 minutes 04 seconds East 102.50 feet to an "X" in concrete placed; thence South 50 degrees 30 minutes 10 seconds East 134.96 feet to a nail and washer set; thence South 55 degrees 19 minutes 7 seconds West 144.37 feet to an iron pin set being the POINT OF BEGINNING.

Return to: Eric P. Wilborn
Stewart, Melvin & Frost, LLP
P. O. Box 3280
Gainesville, Georgia 30503

LIMITED WARRANTY DEED

GEORGIA, COUNTY OF HALL

THIS INDENTURE, made this 20th day of May, 2026, between **GRUBS MARKET, LLC,** a Georgia limited liability company (hereinafter called **"GRANTOR"**), and **HALL COUNTY, GEORGIA** (hereinafter called **"GRANTEE"**).

WHEREAS, Robert William Turner and Daniel James Stribling are the sole members of Grubs Market, LLC, and this deed is being executed and delivered in connection with winding up the business of Grubs Market, LLC.

WITNESSETH: That the said **GRANTOR**, for and in consideration of the sum of ONE DOLLAR ($1.00) AND OTHER VALUABLE CONSIDERATION, in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said **GRANTEE** the following described property, to-wit:

Property described on **Exhibit "A"** attached hereto and by reference made a part hereof.

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 claiming through or under Grantor.

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

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

Signed, sealed and delivered in the
Presence of:

GRUBS MARKET, LLC

Unofficial Witness

(SEAL)
By: Robert William Turner, Member/Manager

Notary Public

(NOTARY SEAL)

My Commission Expires: 8/24/29

Unofficial Witness

(SEAL)
By: Daniel James Stribling, Member/Manager
a/k/a James Daniel Stribling

Notary Public

(NOTARY SEAL)

My Commission Expires: 8/24/29

50054.477 (002 & 003)

EXHIBIT "A"
(Legal Description)

Legal per Deed Book 438 Page 52:

All that tract or parcel of land situated, lying and being in the City of Gainesville, County of Hall, and State of Georgia, and more fully described as follows:

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Legal per Deed Book 460 Page 428:

All that tract and parcel of land lying and being in on the East side of Main Street in Gainesville, Georgia, beginning at an iron stake pin corner located on East side of sidewalk at a point 372.8 feet South of Church Street, and running from said beginning corner stake on Main Street in a straight line 102.5 feet East to and along South wall of brick building to iron stake or pin corner, thence in a straight line southeast along hedge 64 feet to iron pin stake corner, thence in a straight line westward along hedge 125.5 feet to iron pin stake corner at East side of East sidewalk on Main Street at a point 57.3 feet from beginning corner, thence in a straight line along East side of sidewalk on Main Street 57.3 feet to the beginning corner. On said lot is a cottage made into two apartments.

Parcel ID Number: 01011 001002 and 01011 001003

TAX PARCEL #: 01011 001002, 01011 001003

PROPERTY ADDRESS: 509 SW Main St Gainesville, GA 30503 511 SW Main St Gainesville, GA 30503

This Deed is given subject to all easements and restrictions of record.

OWNER'S AFFIDAVIT

STATE OF GEORGIA,
COUNTY OF HALL

Personally appeared before me, the undersigned attesting officer duly authorized to administer oaths, Robert William Turner and Daniel James Stribling (hereinafter referred to collectively as "Deponents") who, first being duly sworn, depose and say on oath as follows:

GRUBS MARKET, LLC, a Georgia limited liability company, ("Company") is the owner of certain real estate described on **Exhibit "A"** attached hereto and by reference made a part hereof (the "Property"), subject to the Permitted Exceptions set forth on **Exhibit "B"** attached hereto and by reference made a part hereof;

That Deponent, Robert William Turner and Daniel James Stribling are the Managers and Members of the Company;

That Robert William Turner and Daniel James Stribling is the duly elected and acting Managers of the Company and are duly authorized and empowered to make and do make this affidavit in their representative capacity on behalf of the Company;

That there are no persons, corporations, or other entities in possession of said Property who have a right or claim to possession extending beyond the date hereof, or who have a right or claim to possession arising beyond the date hereof, including but not limited to, leases, contracts, rights of first refusal and options, excepting that Company will remain in possession until _____2026, and **except further:** NONE.

That no one other than said Owner or the party (if any) purchasing the Property as part of this transaction has the right of possession of said Property after _____, 2026, except the Purchaser, Hall County, Georgia.

That there is no outstanding indebtedness on the Property or for equipment, appliances, or other fixtures attached to said Property, except: NONE.

That there are no rights, interest or claim that may exist, arise or be asserted under or pursuant to the Perishable Agricultural Commodities Act of 1930, as amended 7 USC 499a et seq., the Packers and Stockyard Act of 1921, as amended, 7 USC 181 et seq., or any similar state laws as to the Property.

That, there are no charges or assessments which are due and payable for water, sewer, sanitary services, garbage, or other utilities or services for which the county or municipality in which the Property is located has a lien.

That all taxes, charges, and assessments levied and assessed against the Property which are due and payable have been paid, and that Deponents have no knowledge of any pending assessments.

That, to the best of Deponents knowledge, the lines and corners of said Property are clearly marked, that there are no disputes concerning the location of lines and corners, that the Property is free from leases, contracts, easements, or claims of easements, not shown by the public records, and that an undisputed right of access to the Property exists from a public road.

That there are no pending suits, proceedings, judgments, bankruptcies, liens or executions against said Owners either in the aforesaid county or any other county in the State of Georgia.

That to the best of Deponents knowledge and belief, no termites or other wood destroying organisms have actively infested any portion of the improvements located on the Property at any time.

That the undersigned have not allowed and know of no violation of any covenants, restrictions, agreements, conditions or zoning ordinances affecting the Property.

That the Property has public access, ingress and egress, vehicular and pedestrian, to and from a public roadway.

That Deponents have not entered into any agreement that would obligate Deponents to pay any fee, commission or other compensation to a licensed real estate broker for the management, sale, purchase, lease, option or other conveyance of any interest in the subject property. If Deponents have entered into such an agreement, then Deponents state under oath that all such compensation due or to become due has been paid or has been waived in writing by the potential lien claimant. Deponents further state that Deponents have not received notice of a lien or claim of lien for any of the aforementioned services.

That there have been no improvements or repairs made to the Property, or services of architects, surveyors or engineers performed on or with respect to the Property, within 95 days prior to this date. If any such improvement, repairs or services have been so performed, then the agreed price or the reasonable value of all labor, services and materials has been paid in full to all persons or parties who have provided any such labor, services or materials. This affidavit is made in accordance with O.C.G.A. §44-14-361.2, and may be relied upon by any purchaser to whom an interest in the Property is being conveyed, or any lender making any loan secured by an interest in the Property or any attorney dealing with the title to the Property, or any title insurance company insuring any interest in the Property.

GRUBS MARKET, LLC

_____(SEAL)
Robert William Turner,
Manager/Member of Grubs Market, LLC

Sworn to and subscribed before
me this 28th day of May, 2026.

_____
Notary Public

My Commission Expires: 8/24/29

(NOTARY SEAL)



_____(SEAL)
Daniel James Stribling
Manager/Member of Grubs Market, LLC
*a/k/a James Daniel Stribling

Sworn to and subscribed before
me this 28th day of May, 2026.

_____
Notary Public

My Commission Expires: 8/24/29

(NOTARY SEAL)



EXHIBIT "A"
(Legal Description)

Legal per Deed Book 438 Page 52:

All that tract or parcel of land situated, lying and being in the City of Gainesville, County of Hall, and State of Georgia, and more fully described as follows:

Beginning at the northwest corner of the lot whereon E.E. Kimbrough formerly resided (said lot being later owned by W.B. Veasey) on Main Street and running thence in a northerly direction along Main Street 71.5 feet, more or less, to a corner of a lot formerly owned by E.E. Kimbrough but now known as the property of Lester Hosch, etal; thence in an easterly direction along the line of the said mentioned lot 124 feet, more or less, to an iron pin corner of a lot formerly belonging to Mrs. Merck, but now the property of A.E. Smith; thence in a southeasterly direction a straight line along the former lot of Mrs. Merck aforesaid at an obtuse angle a distance of 75 feet, more or less, to the line of the said former Kimbrough lot (now property of J.W. Peters); thence in a westerly direction a straight line along the property line of said Peters lot a distance of 146.5 feet, more or less, to the point of beginning on Main Street.

Legal per Deed Book 460 Page 428:

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Parcel ID Number: 01011 001002 and 01011 001003

TAX PARCEL #: 01011 001002, 01011 001003

PROPERTY ADDRESS: 509 SW Main St Gainesville, GA 30503 511 SW Main St Gainesville, GA

Exhibit "B"

1. Easement to Georgia Power from Charles M. Heathman dated April 17, 1973, recorded in Deed Book 510, Page 474, Hall County, Georgia Deed Records.

2. Subject to 2026 Hall County and City of Gainesville taxes, and subsequent years not yet due and payable, and any additional taxes for the current year or any prior years resulting from a reassessment, amendment or re-billing of city or county taxes subsequent to the date herein.

AFFIDAVIT REGARDING BROKERS (SELLER)

Before the undersigned attesting officer, duly authorized by law to administer oaths in the State of Georgia, personally appeared GRUBS MARKET, LLC (hereinafter referred to as "Affiant"), who, being first duly sworn according to law, deposes and says:

1. That Affiant has personal knowledge of the facts set forth herein.

2. That Affiant has the power and authority, without the consent of any other party, to execute and deliver this affidavit.

3. That Affiant is the Seller of fee simple title to that certain property situated in Hall County, Georgia, more particularly described in Exhibit "A" attached hereto and made a part hereof by this reference (said real property, together with all improvements and fixtures thereon, hereinafter referred to as the "Property").

4. That, except for those parties listed on Exhibit "B" attached hereto and made a part hereof by this reference, Seller has not engaged any "Broker's" services (as defined in O.C.G.A. §44-14-601) with regard to the purchase, sale, management, lease, option or other conveyance of any interest in the Property, and as of the date hereof Seller has not received any notice of lien from any real estate broker, salesman, agent or similar person relating to the Property.

5. That this Affidavit is made for the purpose of inducing Chicago Title Insurance Company ("Title Company") to issue certain policies of title insurance with respect to the Property, and the attorney certifying title to the Property so to certify.

[Signatures on next page]

Sworn to and subscribed before me this
28th day of May, 2026

GRUBBS MARKET, LLC



(SEAL)
Notary Public

By: Robert William Turner
Title: Member/Manager



(SEAL)
Notary Public

By: Daniel James Stribling, Manager
Title: Member/Manager
*a/k/a James Daniel Stribling

EXHIBIT "A"
(Legal Description)

Legal per Deed Book 438 Page 52:

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TAX PARCEL #: 01011 001002, 01011 001003

PROPERTY ADDRESS: 509 SW Main St Gainesville, GA 30503 511 SW Main St Gainesville, GA

EXHIBIT "B"

BROKERAGE: The parties are represented by the following licensed Real Estate Brokers.

Selling Broker is Candler Real Estate Group, LLC- Brian Hughs, CCIM & Lee Heemer, CCIM, SIOR

Listing Broker is The Norton Agency – Stephen Lovett & Charlie Hawkins

Purchaser shall be responsible for the commission due to Candler Real Estate Group, LLC – Brian Hughes, CCIM & Lee Hemmer, CCIM, SIOR, which commission shall be billed outside of Closing and paid pursuant to a separate agreement between Purchaser and Candler Real Estate Group, LLC. No amount for such commission shall be shown on the settlement statement.

Seller shall be responsible for (4% of purchase price) commission due to Listing Broker, The Norton Agency – Stephen Lovett & Charlie Hawkins, as agreed upon in a separate agreement between Seller and Listing Broker.

Purchaser indemnifies Seller against, and agree to hold, save, and defend the other party harmless from, any and all claims (and expenses, including reasonable attorneys' fees, incurred in fending such claims or in enforcing this indemnity) for any real estate commission or similar fee arising out of or in any way connected with any claimed agency relationship with the indemnifying party and relating to the purchase and sale of the Property contemplated by this Agreement.

AFFIDAVIT REGARDING BROKERS (PURCHASER)

Before the undersigned attesting officer, duly authorized by law to administer oaths in the State of Georgia, personally appeared HALL COUNTY, GEORGIA (hereinafter referred to as "Affiant"), who, being first duly sworn according to law, deposes and says:

1. That Affiant has personal knowledge of the facts set forth herein.

2. That Affiant has the power and authority, without the consent of any other party, to execute and deliver this affidavit.

3. That Affiant is the Buyer/Purchaser of fee simple title to that certain property situated in Hall County, Georgia, more particularly described in Exhibit "A" attached hereto and made a part hereof by this reference (said real property, together with all improvements and fixtures thereon, hereinafter referred to as the "Property").

4. That, except for those parties listed on Exhibit "B" attached hereto and made a part hereof by this reference, Buyer/Purchaser has not engaged any "Broker's" services (as defined in O.C.G.A. §44-14-601) with regard to the purchase, sale, management, lease, option or other conveyance of any interest in the Property, and as of the date hereof Seller has not received any notice of lien from any real estate broker, salesman, agent or similar person relating to the Property.

5. That this Affidavit is made for the purpose of inducing Chicago Title Insurance Company ("Title Company") to issue certain policies of title insurance with respect to the Property, and the attorney certifying title to the Property so to certify.

Sworn to and subscribed before me this
28th day of May, 2026

Notary Public

JENNIFER RIVERA NOTARY PUBLIC HALL COUNTY, GEORGIA MY COMMISSION EXPIRES MAY 10, 2029

HALL COUNTY, GEORGIA

By: David Gibbs
Title: Chairman

(SEAL)

BOARD OF COMMISSIONERS HALL COUNTY GA DEC. 15, 1818

EXHIBIT "A"
(Legal Description)

Legal per Deed Book 438 Page 52:

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Selling Broker is Candler Real Estate Group, LLC- Brian Hughs, CCIM & Lee Heemer, CCIM, SIOR

Listing Broker is The Norton Agency – Stephen Lovett & Charlie Hawkins

Purchaser shall be responsible for the commission due to Candler Real Estate Group, LLC – Brian Hughes, CCIM & Lee Hemmer, CCIM, SIOR, which commission shall be billed outside of Closing and paid pursuant to a separate agreement between Purchaser and Candler Real Estate Group, LLC. No amount for such commission shall be shown on the settlement statement.

Seller shall be responsible for (4% of purchase price) commission due to Listing Broker, The Norton Agency – Stephen Lovett & Charlie Hawkins, as agreed upon in a separate agreement between Seller and Listing Broker.

Seller indemnifies Purchaser against, and agree to hold, save, and defend the other party harmless from, any and all claims (and expenses, including reasonable attorneys' fees, incurred in fending such claims or in enforcing this indemnity) for any real estate commission or similar fee arising out of or in any way connected with any claimed agency relationship with the indemnifying party and relating to the purchase and sale of the Property contemplated by this Agreement.

BROKER'S UNCONDITIONAL WAIVER & RELEASE OF LIEN

Purchaser:	**HALL COUNTY, GEORGIA**
Seller:	**GRUBS MARKET, LLC**
Property:	**509 and 511 SW Main Street, Gainesville, GA 30501**
Closing Date:	**May 28, 2026**
Contract Date:	**May 13, 2026**

By its execution hereof, the undersigned hereby acknowledges and agrees that the total amount of all commissions, finders' fees, cooperation fees, expenses and other brokerage-related compensation due the undersigned in connection with the consummation of the transactions which are the subject of this Release & Waiver, including, without limitation, the conveyance of the Property by Seller to Purchaser, is in the amounts set forth below, and that the undersigned has received payment in full of such amount. The undersigned further acknowledges and agrees that it has no claim against Seller or Purchaser for any fees of any nature whatsoever in connection with the transactions which are the subject of this Waiver & Release of Lien.

In consideration of one dollar ($1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby waives, releases and fully discharges any and all liens or claims of liens or any right it has upon the Property, and hereby releases Purchaser and Seller and their respective successors and assigns from any and all liens, claims, rights and causes of action that the undersigned now has or may at any time hereafter have under the laws of the State of Georgia against any or all of said parties by virtue of services rendered in connection with the Contract or the Property.

NORTON COMMERCIAL ACREAGE GROUP, LLC, LISTING BROKER

Total commission due: $63,000.00

Seller shall be responsible for commission due to Lising Broker – Stephen Lovett & Charlie Hawkins, as agreed upon in a separate Agreement between Seller and Listing Broker. Amount paid through this date: $63,000.00 (4% of purchase price).

Dated this 28th day of May, 2026.

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

(NOTARY SEAL)

CATHY O TATUM NOTARY PUBLIC COMMISSION EXPIRES AUG. 24, 2029 HALL COUNTY, GA

NORTON COMMERCIAL ACREAGE GROUP, LLC

By:

Name: Charlie Hawkins

Title: Norton Agency

BROKER'S UNCONDITIONAL WAIVER & RELEASE OF LIEN

Purchaser:	**HALL COUNTY, GEORGIA**
Seller:	**GRUBS MARKET, LLC**
Property:	**509 and 511 SW Main Street, Gainesville, GA 30501**
Closing Date:	**May 28, 2026**
Contract Date:	**May 13, 2026**

By its execution hereof, the undersigned hereby acknowledges and agrees that the total amount of all commissions, finders' fees, cooperation fees, expenses and other brokerage-related compensation due the undersigned in connection with the consummation of the transactions which are the subject of this Release & Waiver, including, without limitation, the conveyance of the Property by Seller to Purchaser, is in the amounts set forth below, and that the undersigned has received payment in full of such amount. The undersigned further acknowledges and agrees that it has no claim against Seller or Purchaser for any fees of any nature whatsoever in connection with the transactions which are the subject of this Waiver & Release of Lien.

In consideration of one dollar ($1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby waives, releases and fully discharges any and all liens or claims of liens or any right it has upon the Property, and hereby releases Purchaser and Seller and their respective successors and assigns from any and all liens, claims, rights and causes of action that the undersigned now has or may at any time hereafter have under the laws of the State of Georgia against any or all of said parties by virtue of services rendered in connection with the Contract or the Property.

CANDLER REAL ESTATE GROUP, LLC - SELLING BROKER

Purchaser shall be responsible for the commission due to Candler Real Estate Group, LLC – Brian Hughs, CCIM & Lee Hemmer, CCIM, SIOR. Commission shall be billed outside of closing and paid pursuant to a separate agreement between Purchaser and Candler Real Estate Group, LLC. No amount for such commission shall be shown on the Settlement Statement.

CANDLER REAL ESTATE GROUP, LLC, as Escrow Agent: Pursuant to Agreement, Purchaser deposited non-refundable Fifty Thousand and no/100 Dollars $50,000.00 Earnest Money with Candler Real Estate Group, LLC, as Escrow Agent to be applied to the Purchase Price at Closing. Escrow Agent shall hold and deliver the Earnest Money to, or upon the instructions of, Seller on the Closing date on or before May 29, 2026. Candler Real Estate Group, LLC, as Escrow Agent, delivered this day to Stewart Melvin & Frost, LLP, Attorney Trust Account the said Earnest Money in the amount of Fifty Thousand and no/100 Dollars $50, 000.00. Said Earnest Money is to be applied to Purchase Price and shall be reflected in the Settlement Statement at Closing.

[Signatures on next page]

Dated this 28th day of May, 2026.

Signed, sealed and delivered
in the presence of:

CANDLER REAL ESTATE GROUP, LLC

Unofficial Witness

By: _____
Name: Brian Hughes
Title: Principal

Notary Public

(NOTARY SEAL)



Dated this ____ day of May, 2026.

Signed, sealed and delivered
in the presence of:

CANDLER REAL ESTATE GROUP, LLC

By: _____
Name: _____
Title: _____

_____
Unofficial Witness

_____
Notary Public

(NOTARY SEAL)

HALL COUNTY, GEORGIA

By: _____
Name: David Gibbs
Title: Chairman
May 28, 2026

_____
Unofficial Witness

_____
Notary Public

(NOTARY SEAL)

JENNIFER RIVERA
NOTARY PUBLIC
MY COMMISSION EXPIRES
MAY 10, 2029
HALL COUNTY, GEORGIA

Authentisign ID: BA732126-134F-F111-8EF3-000D3A1E5FED

REAL ESTATE PURCHASE AND SALE AGREEMENT

STATE OF GEORGIA
COUNTY OF HALL

_____
DATE

This **PURCHASE AND SALE AGREEMENT** (this "Agreement") is made and entered into by and among **GRUBS MARKET, LLC**, a Georgia limited liability company (herein called "Seller") and **HALL COUNTY, GEORGIA,** (herein called "Purchaser"). The effective date of this Agreement (the "Effective Date") shall be the day on which this Agreement is last executed by Purchaser and Seller as reflected by the dates on the signature page hereof.

WITNESSETH THAT

Seller owns those tracts or parcels of land lying and being in the City of Gainesville, Hall County, Georgia, and being known as 509 and 511 SW Main Street, Gainesville, GA 30501, more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter called "Land"). The Land, all improvements situated thereon, all rights, privileges, rights of way, easements, and appurtenances thereto, and all leases, permits, licenses, authorizations, consents, entitlements, approvals, warranties, guarantees, and indemnities relating thereto, now or hereafter belonging thereto, are herein collectively referred to as the "Property".

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. **PURCHASE AND SALE:** Seller agrees to sell and convey the Property to Purchaser, and Purchaser agrees to purchase the Property from Seller on the terms and conditions provided in this Agreement.

2. **PURCHASE PRICE:** The purchase price (hereinafter referred to as the "Purchase Price") for the Property shall be **ONE MILLION FIVE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS [$ 1,575,000.00].**

3. **PAYMENT OF PURCHASE PRICE:** At the Closing, Purchaser shall pay Seller the Purchase Price, less a credit for the Earnest Money and as adjusted to reflect the pro-rations specifically provided for within Section 10.4 of this Agreement. Payment shall be by wire transfer of immediately available funds.

4. **EARNEST MONEY:** Upon (a) final approval of this transaction by the Hall County Board of Commissioners and (b) full execution and delivery of this Agreement by Seller and Purchaser, Purchaser shall, within one (1) Business Day thereafter, deposit Fifty Thousand and no/100 Dollars ($50,000.00) (the "Earnest Money") with Candler Real Estate Group, LLC as escrow agent (the "Escrow Agent"). Upon such deposit, all Earnest Money shall be non-refundable to Purchaser for any reason and shall be applied to the Purchase Price at Closing, and Escrow Agent shall hold and disburse the Earnest Money in accordance with this Section 4:

4.1 **Payment at Closing:** If the Closing takes place under this Agreement, Escrow Agent shall deliver the Earnest Money to, or upon the instructions of, Seller on the Closing Date.

Authentisign ID: BA732128-134F-F111-8EF3-000D3A1E5FED

4.2 **Payment on Demand:** Upon receipt of any written certification from Seller demanding disbursement of the Earnest Money pursuant to this Agreement, Escrow Agent shall promptly forward a copy thereof to Purchaser and, unless Escrow Agent receives a court order directing otherwise within ten (10) calendar days after Purchaser's receipt of such certification, Escrow Agent shall disburse the Earnest Money to Seller and shall thereupon be released and discharged from any further duty or obligation hereunder. The Earnest Money is nonrefundable to Purchaser and Purchaser shall have no right to demand or receive a refund of the Earnest Money for any reason, except to the extent a court of competent jurisdiction orders otherwise in an interpleader or similar proceeding naming Escrow Agent as a party.

4.3 **Exculpation of Escrow Agent:** It is agreed that the duties of Escrow Agent in holding the Earnest Money are herein specifically provided and are purely ministerial in nature, and that Escrow Agent shall incur no liability whatsoever except for its willful misconduct or gross negligence, so long as Escrow Agent is acting in good faith. Seller and Purchaser do each hereby release Escrow Agent from any liability for any error of judgment or for any act done or omitted to be done by Escrow Agent in the good faith performance of its duties hereunder.

4.4 **Disputes:** Escrow Agent is acting solely as escrow agent with respect to the Earnest Money. If there is any dispute regarding delivery of the Earnest Money, Escrow Agent may refuse to make delivery and may continue to hold the Earnest Money until receipt of (i) a written authorization signed by Seller and Purchaser directing disposition of the Earnest Money, or (ii) a final court order directing disposition. Notwithstanding the foregoing, and consistent with the parties' agreement that the Earnest Money is nonrefundable to Purchaser, Escrow Agent shall, absent a conflicting written authorization executed by both parties or a final court order, deliver the Earnest Money to Seller upon Seller's written demand made in accordance with Section 4.2. Escrow Agent shall be reimbursed for all costs and expenses of any interpleader or similar action, including reasonable attorneys' fees and disbursements, by the party determined not to be entitled to the Earnest Money, and upon any delivery permitted herein, Escrow Agent shall have no further liability or obligation hereunder.

5. **LEGAL DESCRIPTION:** Unless the parties hereto agree otherwise in writing, the legal description of the Property to be contained in the Deed by which the Property is to be conveyed to Purchaser shall be produced from the legal description in the existing deed(s) vesting title in Seller. If a new survey is performed, Seller will execute a Quit Claim to Purchaser using the new legal description if requested by Purchaser.

6. TITLE TO THE PROPERTY

6.1 **Seller's Title:** At the Closing, Seller shall convey to Purchaser fee simple title to the Property. It shall be a condition precedent to Purchaser's obligation to close that Seller is able to convey fee simple title in and to the Property to Purchaser, subject only to the following exceptions: (i) current city, state, and county ad valorem property and sanitary sewer taxes not yet due and payable; (ii) all matters which would be revealed by an inspection or a current survey of the Land and (iii) all matters of record.

6.2 **Title Examination and Survey**: Purchaser may, but shall not be obligated, to obtain a new or updated survey of the Property. Notwithstanding anything to the contrary in this Agreement, if any title defect, encumbrance, or other matter affecting title (whether disclosed by a title commitment, update, survey, or otherwise) first arises or is first identified within thirty (30) days prior to the Closing Date, Seller shall have the right, exercisable by written notice to Purchaser at or before the Closing Date, to adjourn the Closing Date for a period of up to sixty (60) days to permit Seller to cure or remove such matter. No such adjournment by Seller shall constitute a default by Seller under this Agreement, and the Closing Date shall be automatically extended accordingly.

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6.3 **Reserved.**

6.4 **Agreements Affecting the Property:** Seller agrees that so long as this Agreement remains in force and effect, Seller will not voluntarily sell, assign, rent, lease, license, convey (absolutely or as security), grant an easement, lien security interest in, or otherwise dispose of, the Property (or any interest or estate therein), or apply for or consent to any zoning, land use or development restriction with respect to the Property, without the prior written consent of Purchaser, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, nothing in this Section 6.4 shall (i) restrict Seller's ordinary-course operation, maintenance, repair, or use of the Property consistent with Seller's past practices, (ii) restrict Seller's removal of FF&E and other personal property as contemplated by Section 16, or (iii) prohibit Seller from entering into agreements that, by their terms, will terminate or be terminable without penalty on or before Closing.

7. **INSPECTIONS:** During the term of this Agreement, Purchaser may inspect, examine, survey, test, and review all characteristics and aspects of the Property, subject to the following: (i) Purchaser's inspections will be at reasonable times upon reasonable notice and Purchaser will use reasonable efforts to minimize disturbance to Seller's business; (ii) all such inspections shall be non-destructive in nature, and specifically shall not include any physically intrusive testing without the prior written consent of Seller, which consent may be withheld by Seller in its sole discretion; (iii) Seller will reasonably cooperate to provide any due diligence materials and documents relating to Property; (iv) prior to any entry on the Land, Purchaser, and the contractors, representatives and agents of Purchaser who enter the Land, shall provide Seller proof of commercial general liability insurance with a reputable insurer in an amount of not less than $2,000,000.00 coverage naming Seller as an additional insured; (v) Purchaser may inspect originals of all leases and contracts; (vi) Purchaser shall pay all costs incurred in making such surveys, tests, and studies and shall indemnify, defend, and hold Seller harmless from any liens or claims for the cost of any such surveys, tests, analyses, and investigations, and any claims with respect to personal injury, death or damage to property arising out of such surveys, tests, analyses and investigations, but excluding any liability relating to the environmental condition of the Property (unless directly related to the acts or omissions of an inspecting party, including non-intrusive physical and mechanical inspections). Purchaser must repair any damage resulting from any tests or inspections. The repair and indemnification obligations of Purchaser under this Section shall survive the rescission, cancellation, or consummation of this Agreement.

7.1 **Due Diligence Materials:** Seller will work in good faith to provide to Purchaser the following third party information and documents, to the extent that such information and documents are non-proprietary and non-confidential, regarding the ownership, construction, or operation of the Property that are within the Seller's possession or control as Purchaser reasonably requests at Seller's expense: (i) any title insurance policy or similar instruments obtained by Seller; (ii) surveys of the Property; (iii) any existing, proposed, or drafted site plans, plats, engineering studies, and development plans; (iv) environmental reports and notices from, correspondence with or findings of environmental authorities; (v) leases, occupancy agreements, operating agreements, licenses and permits that affect Property; (vi) zoning and land use approvals or agreements (including conditions or stipulations of approval); (vii) notices (including notices of violation or similar citations) from and correspondence to or from the City of Gainesville, Hall County and/or the State of Georgia regarding the Property or that are proposed to affect the Property; (viii) archaeological, biological, soil, geological, grading, drainage, storm water, wetland, hydrology reports, surveys, or assessments and any other engineering reports for Property; (ix) contact information of all engineers, architects, draftsmen, or consultants known to Seller to possess information concerning Property and/or its development (each of whom Purchaser shall be authorized to contact and discuss the Property and/or its development; and (x) any other third party reports, contracts, and agreements of any kind pertaining to Property. All information provided by Seller which has been prepared by third

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parties is without recourse or warranty. Further, Seller shall only be required to provide any notices or correspondence from governmental authorities relating to compliance of the Property with applicable laws, codes and regulations within the last two (2) years, or within the last five (5) years with respect to environmental matters (in each case only to the extent the same remain outstanding).

7.2 **No Due Diligence Period; No Unilateral Termination Right.** The parties acknowledge and agree there is no due diligence or unilateral termination period under this Agreement. Purchaser shall have no right to terminate this Agreement for any reason or no reason pursuant to a due diligence or termination period.

8. **RESERVED.**

9. **BROKERAGE:** The parties to this Agreement are represented by the following licensed Real Estate Brokers.

Selling Broker is Candler Real Estate Group, LLC

Listing Broker is Norton Commercial Acreage Group, LLC

Purchaser shall be responsible for the commission due to Candler Real Estate Group, LLC – Brian Hughes, CCIM & Lee Hemmer, CCIM, SIOR ("Purchaser's Broker"), which commission shall be billed outside of Closing and paid pursuant to a separate agreement between Purchaser and Candler Real Estate Group, LLC. No amount for such commission shall be shown on the settlement statement.

Seller shall be responsible for commission due to Listing Broker, Norton Commercial Acreage Group, LLC – Stephen Lovett & Charlie Hawkins ("Seller's Broker"), as agreed upon in a separate agreement between Seller and Listing Broker.

Each of Seller and Purchaser agrees to indemnify the other party against, and agrees to hold, save, and defend the other party harmless from, any and all claims (and expenses, including reasonable attorneys' fees, incurred in defending such claims or in enforcing this indemnity) for any real estate commission or similar fee arising out of or in any way connected with any claimed agency relationship with the indemnifying party and relating to the purchase and sale of the Property contemplated by this Agreement. The indemnities, waivers and releases contained in this Section 9 shall survive the rescission, cancellation, termination or consummation of this Agreement.

10. **THE CLOSING:**

10.1 **Closing Date:** The Closing shall be held on or before **MAY 29, 2026** (the "Closing Date" or "Closing"), in escrow through the office of Escrow Agent. The parties shall work in good faith to close on the Property by the Closing Date as specified above. The Closing may also be held on such other date as mutually agreed upon in writing between Purchaser and Seller, or as extended pursuant to Section 6.2.

10.2 **Deliveries at Closing:** At the Closing:

10.2.1 Seller shall convey to Purchaser fee simple title to the Property by customary limited warranty deed (the "Deed"), in form and substance reasonably acceptable to Purchaser.

10.2.2 If requested, Seller shall execute and deliver a customary quitclaim deed conveying the Property to Purchaser based on the overall legal description set forth in Purchaser's survey.

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10.2.3 Seller shall execute and deliver an owner's title affidavit sufficient for the Title Company to issue, without extra charge, an owner's policy of title insurance free of any exceptions for: (A) unfiled mechanics' or materialmen's liens, (B) rights of parties in possession, (C) brokers' liens, and (D) "gap" matters, in each case arising by, through or under Seller.

10.2.4 Seller shall execute and deliver a certificate as required by the Foreign Investors in Real Property Tax Act.

10.2.5 Seller shall execute and deliver an affidavit pursuant to O.C.G.A. § 48-7-128 stating whether Seller is subject to withholding for State of Georgia income tax withholding purposes.

10.2.6 Seller shall execute and deliver a settlement statement approved by the parties.

10.2.7 Purchaser shall pay the balance of the Purchase Price and execute and deliver the agreed settlement statement.

10.3 **Closing Costs:** At the Closing, Purchaser shall pay for the title examination, premium and any other costs and expenses for the issuance of a standard ALTA Owner's Policy of Title Insurance in the amount of the Purchase Price, the cost of any survey obtained by Purchaser, the cost of Purchaser's due diligence and all recording and filing fees and the real estate transfer tax. All other costs shall be paid by the party incurring the same.

10.4 **Proration of Ad Valorem Taxes:** All state, city and county ad valorem taxes due with respect to the Property for the calendar year of the Closing shall be prorated between Seller and Purchaser as of 11:59 PM on the day immediately preceding the Closing Date. Such shall be based upon the latest ad valorem property assessment bills available, and if such bills cover other property than the Property, then such proration shall also be based on the fraction obtained when the number of acres of the Property is divided by the number of acres of property so covered by such bills. Seller shall be responsible for payment of all charges under all leases, licenses, easements, reciprocal easement agreements, management agreements, brokerage agreements, service contracts and other agreements related to the Property for all periods before Closing.

11. **DAMAGE:** Until the purchase of the Property has been consummated by Purchaser, all risk of loss respecting the Property shall be borne by Seller.

12. **DEFAULT:**

12.1 **Seller's Default:** If the sale and purchase of the Property is not consummated because of Seller's default and the default continues for a period of ten (10) days after written notice of such default is given to Seller by Purchaser, Purchaser shall elect as Purchaser's sole remedy for such default either to (i) terminate this Agreement by giving written notice of such termination to Seller, then have the Earnest Money delivered to Seller, whereupon all rights, duties and obligations of all the parties hereunder shall expire and this Agreement shall in all respects become null and void, except as expressly set forth herein to the contrary, or (ii) exercise its right to seek and obtain specific performance of Seller's obligation to convey the Property to Purchaser as described in this Agreement; PROVIDED, HOWEVER, that unless Purchaser files with the office of the Clerk of the Superior Court in the county wherein the Property is located, an action seeking such specific performance, and serves the same on Seller or Seller's counsel within ninety (90) calendar days of the expiration of such 10-day cure period noted above, then Purchaser shall be deemed to have waived forever its right so to seek and obtain such specific performance. In any specific performance action brought by Purchaser under this Section 12.1, each party shall bear its own attorneys' fees and costs, and the prevailing-party fee-shifting provision of Section 15.11 shall not apply.

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12.2 **Purchaser's Default:** If the sale and purchase of the Property contemplated by this Agreement is not consummated because of Purchaser's default hereunder and the default continues for a period of ten (10) days after written notice of such default is given to Purchaser by Seller, Escrow Agent shall (after first giving Purchaser ten (10) days prior written notice) pay over the Earnest Money to Seller, as Seller's sole and exclusive remedy hereunder (except with respect to the indemnities contained in Sections 7, and 9 hereof) for such default by Purchaser, the parties hereto acknowledging that it is impossible to estimate more precisely the damages which might be suffered by Seller upon Purchaser's default. Seller's retention of said Earnest Money is intended not as a penalty, but as full liquidated damages pursuant to Official Code of Ga. Ann. § 13-6-7. The right to receive and retain the Earnest Money as full liquidated damages is Seller's sole and exclusive remedy in the event of default hereunder by Purchaser, the parties agreeing that the Earnest Money is a reasonable pre-estimate of Seller's probable loss in the event of a default by Purchaser, and Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue Purchaser (except with respect to the indemnities contained in Section 9 hereof): (i) for specific performance of this Agreement, or (ii) to recover actual damages in excess of the Earnest Money. Purchaser hereby waives and releases any right to (and hereby covenants that it shall not) sue Seller or seek or claim a refund of said Earnest Money (or any part thereof) on the grounds it is unreasonable in amount and exceeds Seller's actual damages or that its retention by Seller constitutes a penalty and not agreed upon and reasonable liquidated damages as permitted under Official Code of Ga. Ann. § 13-6-7.

13. **SELLER'S REPRESENTATIONS:** As an inducement to Purchaser to enter into this Agreement and to purchase the Property, Seller warrants and represents, or covenants, to Purchaser, as of the date hereof, as follows: For all purposes of this Section 13, any representation or warranty made by Seller "to Seller's knowledge," "to the knowledge of Seller," or any similar phrase shall mean the actual knowledge (and not constructive, imputed, or implied knowledge, and without any duty of investigation or inquiry) of Jonathan Allen.

13.1 **Reserved:**

13.2 **Reserved:**

13.3 **Tax Contests:** Seller is not currently contesting ad valorem property taxes affecting the Property.

13.4 **Seller:** The person(s) executing this Agreement on behalf of Seller is duly authorized to do so. Seller has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement (and all documents and instruments and the transaction contemplated hereby or incidental hereto) on the part of Seller have been duly authorized and no other action by Seller is required to the valid and binding execution, delivery and performance of this Agreement by Seller.

13.5 **Status and Authority of Seller**. Seller is a Georgia limited liability company that is in good standing and has all requisite power and authority to execute and deliver this Agreement and consummate the Closing.

13.6 **Litigation**. To Seller's knowledge, there are no actions or proceedings pending or threatened against the Seller which challenge Seller's right to enter into this Agreement and convey the Property, or which otherwise affect the Property.

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13.7 **Environmental Condition**. To Seller's knowledge and except as may be disclosed in any environmental report or assessment furnished to or obtained by Purchaser prior to Closing, no hazardous materials are located on, or have been handled, manufactured, generated, stored, processed, or disposed of on or released or discharged from the Property during Seller's period of ownership of the Property in violation of applicable environmental law in existence as of the date hereof.

13.8 **Encumbrances**. There are no leases affecting the Property, and to Seller's knowledge, the Property is not encumbered by encroachments or easements which are not a matter of record.

If Purchaser learns before Closing that any representation or warranty of Seller hereunder was not true and correct in all material respects when made, but Purchaser proceeds to Closing anyway, Seller shall have no liability therefor. It shall be a condition precedent to Purchaser's obligation to close that Seller's representations and warranties hereunder are true and correct in all material respects as though made on the Closing Date. The acceptance and recordation of the Deed by Purchaser shall constitute full performance and discharge of all of Seller's obligations under this Agreement, except those obligations that, by their express terms, survive Closing.

14. **AS IS SALE**: Purchaser acknowledges and agrees that, except for the representations and warranties of Seller set forth in this Agreement and the warranty of title set to be set forth in the Deed (the "Seller Representations"), the Property is being sold on an "as is, where is" and "with all faults" basis on the terms and conditions herein set forth and that the Purchase Price reflects the "as is, where is" nature of this sale and any faults, liabilities, defects, or other adverse matters that may be associated with the Property. Purchaser further acknowledges and agrees that, except for the Seller Representations, Seller has not made and does not make, and Purchaser is not relying upon, any representation, warranty, promise, covenant, agreement, or guaranty of any kind or character whatsoever, whether express or implied, oral or written, past, present, or future, with respect to the Property, including, without limitation, representations or warranties as to (i) the value, nature, quality, or condition of the Property, including, without limitation, the water, soil, and geology, (ii) the income to be derived from the Property, (iii) the suitability of the Property for any and all activities and uses that Purchaser may conduct thereon, (iv) the compliance of or by the Property or its operation with any laws, rules, ordinances, or regulations of any applicable governmental authority or body, (v) the habitability, merchantability, marketability, profitability, or fitness for a particular purpose of the Property, (vi) the manner or quality of the construction or materials, if any, incorporated into the Property, (vii) the manner, quality, state of repair, or lack of repair of the Property, or (viii) any other matter with respect to the Property. Purchaser, on behalf of itself and its successors and assigns, hereby releases Seller and Seller's members, managers, officers, employees, agents, and affiliates (collectively, the "Seller Released Parties") from, and waives any and all claims, demands, causes of action, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) of any kind or character, whether known or unknown, foreseen or unforeseen, that Purchaser has or may have in the future against any of the Seller Released Parties arising from or related to the physical, environmental, economic, or legal condition of the Property, including, without limitation, any claim under CERCLA or any other Environmental Law. Purchaser covenants and agrees that it shall not commence, prosecute, or maintain any action, suit, or proceeding against any of the Seller Released Parties in respect of any matter released pursuant to this Section 14. The provisions of this Section 14 shall survive Closing and the delivery and recordation of the Deed indefinitely.

14.1 Limitation of Liability; No Recourse to Members. Notwithstanding anything to the contrary in this Agreement, Purchaser's sole recourse for any claim, demand, action, suit, or proceeding arising out of or relating to this Agreement, the Property, or the transactions contemplated hereby shall be against the assets of Grubs Market, LLC, and no member, manager, officer, employee, agent, or affiliate of Grubs Market, LLC (including, without limitation, Robert Turner and Daniel Stribling) shall have any personal liability of any kind under or in connection with this Agreement, whether based in contract, tort, statute, equity, or

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otherwise. Purchaser, on behalf of itself and its successors and assigns, hereby waives and releases any and all claims against any such persons in their individual capacities. The provisions of this Section 14.1 shall survive Closing and any termination of this Agreement.

15. **MISCELLANEOUS:**

15.1 **Time of Essence:** Time is of the essence of this Agreement.

15.2 **Notices.** All notices, requests, demands, and other communications required or permitted hereunder ("Notice") shall be in writing and shall refer to this Agreement.

15.2.1 "Notice" means any notice, demand, request, or other communication or document to be provided under this Agreement. Notice by either party to the other required or permitted under this Agreement may be given when delivered by electronic mail, by hand, when sent by certified mail, return receipt requested, by reputable courier service, or by overnight delivery via Federal Express or United Parcel Service. (i) If delivered by electronic mail, the Notice shall be deemed to have been sent, given, and received upon dispatch by the sending party sent to the correct email address. (ii) If delivered by hand, Notice shall be sent, given, and received when actually received by the addressee. (iii) If sent by certified mail or overnight delivery, Notice shall be deemed to have been sent, given, and received on the third (3rd) Business Day (if sent certified mail) or on the next Business Day (if sent overnight) following the date of such deposit (whether or not actually received by addressee) when properly deposited with the United States Postal Service, Federal Express, or United Parcel Service with the proper address and postage paid therewith, (iv) If sent by courier service, Notice shall be deemed to have been sent, given, and received when delivered to said courier service with the proper address and delivery charges either prepaid or charged to a proper account, and shall be deemed to have been received when actually received by the addressee. The addresses to which Notices shall be sent are:

If to Seller:	**Grubs Market, LLC** **Attention: Robert Turner** **938 Cherokee Road** **Gainesville, Georgia 30501** **Email: Robert.turner@geds-emergency.com**
If to Listing Broker:	**Norton Commercial Acreage Group, LLC** **Attention: Stephen Lovett** **434 Green Street** **Gainesville, GA 30501** **Email: slovett@nortoncommercial.com**
If to Purchaser:	**Hall County, Georgia** **Attention:** _____ _____ _____ **Email:** _____
with a copy to:	**Eric P. Wilborn** **200 Main Street, Suite 600** **Gainesville, GA 30501**

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ewilborn@smf-law.com

If to Selling Broker: **Candler Real Estate Group, LLC**
Attention: _____

_____

_____

Email: _____

15.3 **Entire Agreement:** This Agreement supersedes all prior discussions and agreements between Seller and Purchaser with respect to the Property and contains the sole and entire understanding between Seller and Purchaser with respect to the Property. All promises, inducements, offers, solicitations, agreements, commitments, representations, and warranties heretofore made between such parties are merged into this Agreement. This Agreement shall not be modified or amended in any respect except by a written instrument executed by or on behalf of Purchaser and Seller.

15.4 **Counterparts; Electronic Transmission:** This Agreement may be signed in any number of counterparts, including counterparts transmitted by facsimile or by e-mail as a PDF file, each of which shall be deemed to be an original. When counterparts have been executed by all parties, they shall have the same effect as if the signatures to each counterpart or copy were upon the same document, and facsimile or PDF counterparts shall be deemed valid as originals.

15.5 **Waiver:** Any condition, right, election, or option of termination, cancellation, or rescission granted by this Agreement to Purchaser or Seller may be expressly waived by such party.

15.6 **Date of Performance:** If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on a Saturday, Sunday, or legal holiday, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day.

15.7 **No Survival:** Except as expressly provided to the contrary in this Agreement, none of the representations, warranties, covenants, agreements, or indemnities of either party set forth in this Agreement shall survive the Closing, and no party shall have any right to bring any claim, action, or proceeding against any other party (or its members, managers, officers, employees, agents, or affiliates) based upon any such representation, warranty, covenant, agreement, or indemnity after the Closing has occurred. Purchaser's acceptance and recordation of the Deed at Closing shall constitute Purchaser's acknowledgment of full and complete performance and discharge by Seller of each and every obligation of Seller under this Agreement, except for those obligations that, by their express terms, survive Closing (including, without limitation, Sections 9, 14, and 14.1). The provisions of this Section 15.7 shall survive Closing and the delivery and recordation of the Deed indefinitely.

15.8 **Successors and Assigns:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns. Purchaser may not assign any of its rights or obligations under this Agreement, in whole or in part, without the prior written consent of Seller, which may be withheld in Seller's sole discretion. Any attempted assignment in violation of this section will be deemed null and void.

15.9 **Tax Information:** Seller and Purchaser shall each provide such tax information as the respective counsel may reasonably request in order to effect compliance with the reporting requirements of federal, state and local tax laws.

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15.10 **No Drafting Presumptions:** Both Purchaser and Seller have had full opportunity to participate and have participated in the drafting and revising of the language of this Agreement, and nothing in this Agreement shall be construed against the party drafting this Agreement because of having drafted this Agreement or any specific provision thereof.

15.11 **Governing Law:** This Agreement has been executed and delivered in, and shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of Georgia. Resolution of all disputes arising pursuant to this Agreement shall be exclusively in the Superior Court of Hall County, Georgia and the parties hereto hereby submit to the jurisdiction of the Superior Court of Hall County, Georgia and agree that venue is proper in such Court and hereby waive any jurisdictional or venue rights they may have otherwise. Provided however, that if the claim or dispute involves questions of federal law, then jurisdiction and venue shall be in the United States District Court, Northern District of Georgia, Gainesville Division. Diversity of the parties shall not be considered a federal question under this Agreement. In the event of a dispute under this Agreement, the prevailing party in such dispute shall be entitled to reimbursement from the non-prevailing party for all costs, expenses, and attorney's fees incurred in connection with such dispute.

15.12 **Waiver of Jury Trial:** By executing this Agreement, each party knowingly, voluntarily and intentionally waives its rights and the rights its heirs, assigns, successors or personal representatives may have to a trial by jury in any action, proceeding or suit, whether arising in contract, tort or otherwise, and whether asserted by way of complaint, answer, cross-claim, counterclaim, affirmative defense or otherwise, based on, arising out of, under or in connection with this Agreement or any other instrument, document or agreement to be executed in connection herewith or modification or extension of any of the foregoing.

15.13 **Time Limit of the Offer:** The terms of this Agreement shall constitute an offer ("Offer") which shall expire at 5 o'clock p.m. on the 15th day of May, 2026 unless prior to that time it is accepted in writing by the party to whom the offer was made and notice of the acceptance is delivered back to the party making the offer.

16. **Special Stipulations:** The Purchaser and Seller agree all the furniture, fixtures, equipment, inventory, and personal property (collectively, "FF&E") are expressly excluded from this sale and shall remain the property of the Seller, including but not limited to: removable equipment, machinery, and tools; furniture, shelving, racking, display cases, decoration, and non-structural millwork; refrigeration units, coolers, freezers, walk-ins, and food service equipment; signage, branding, and proprietary trade fixtures; inventory, supplies, and consumables; point-of-sale systems, computers, and electronics; and all leased equipment. Trade fixtures installed by Seller for business operations shall be deemed personal property and are removable, even if affixed to the building. Seller shall have the right to enter the property before and up to ninety (90) days following closing (the "Post-Closing Removal Period") to remove all excluded FF&E, with no obligation to restore cosmetic damage resulting from normal removal. Seller shall be allowed to remove select mechanical equipment which shall be approved by Purchaser which approval shall not be unreasonably withheld. The provisions of this Section 16 shall survive Closing for the duration of the Post-Closing Removal Period.

Signatures appear on following page

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Signature Page to Agreement between Grubs Market, LLC as Seller and Hall County, Georgia

IN WITNESS WHEREOF, the parties hereto have duly signed, sealed, and delivered this Agreement on the dates set forth under their signatures.

SELLER:

Grubs Market, LLC

By: Robert Turner

Print Name: Robert Turner

Title: Co-Owner

Date: 05/13/26

By: Daniel Stribling

Print Name: Daniel Stribling

Title: Co owner

Date: 05/13/26

PURCHASER:

Hall County, GA

By:

Print Name: David Gibbs

Title: Chairman

Date: May 28, 2026

SELLING BROKER:

Candler Real Estate Group

By:

Print Name:

Title:

LISTING BROKER:

Norton Commercial Acreage Group, LLC

By:

Print Name: Stephen Lovett

Title: Senior VP / Partner

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Business Phone: _____
Email: _____
Date: _____

Business Phone: 770-297-4807
Email: slovett@nortoncommercial.com
Date: 05/13/26

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EXHIBIT "A"
(Legal Description)

Legal per Deed Book 438 Page 52:

All that tract or parcel of land situated, lying and being in the City of Gainesville, County of Hall, and State of Georgia, and more fully described as follows:

Beginning at the northwest corner of the lot whereon E.E. Kimbrough formerly resided (said lot being later owned by W.B. Veasey) on Main Street and running thence in a northerly direction along Main Street 71.5 feet, more or less, to a corner of a lot formerly owned by E.E. Kimbrough but now known as the property of Lester Hosch, etal; thence in an easterly direction along the line of the said mentioned lot 124 feet, more or less, to an iron pin corner of a lot formerly belonging to Mrs. Merck, but now the property of A.E. Smith; thence in a southeasterly direction a straight line along the former lot of Mrs. Merck aforesaid at an obtuse angle a distance of 75 feet, more or less, to the line of the said former Kimbrough lot (now property of J.W. Peters); thence in a westerly direction a straight line along the property line of said Peters lot a distance of 146.5 feet, more or less, to the point of beginning on Main Street.

Legal per Deed Book 460 Page 428:

All that tract and parcel of land lying and being in on the East side of Main Street in Gainesville, Georgia, beginning at an iron stake pin corner located on East side of sidewalk at a point 372.8 feet South of Church Street, and running from said beginning corner stake on Main Street in a straight line 102.5 feet East to and along South wall of brick building to iron stake or pin corner, thence in a straight line southeast along hedge 64 feet to iron pin stake corner, thence in a straight line westward along hedge 125.5 feet to iron pin stake corner at East side of East sidewalk on Main Street at a point 57.3 feet from beginning corner, thence in a straight line along East side of sidewalk on Main Street 57.3 feet to the beginning corner. On said lot is a cottage made into two apartments.

Parcel ID Number: 01011 001002 and 01011 001003

TAX PARCEL #: 01011 001002, 01011 001003

PROPERTY ADDRESS: 509 SW Main St Gainesville, GA 30503 511 SW Main St Gainesville, GA 30503

RT DS

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EXHIBIT "B"
(Special Stipulations)

A. Settlement Statement

U.S. Department of Housing and Urban Development

OMB Approval No. 2502-0265

B. Type of Loan			
1.☐ FHA 2.☐ RHS 3.☐ Conv. Unins. 4.☐ VA 5.☐ Conv. Ins.	6. File Number 50054477	7. Loan Number	8. Mortgage Insurance Case Number

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for information purposes and are not included in the totals.

D. Name and Address of Borrower	E. Name and Address of Seller	F. Name and Address of Lender
Hall County, Georgia 2875 Browns Bridge Road Gainesville, GA 30504	Grubs Market, LLC 938 Cherokee Road Gainesville, GA 30501	CASH

G. Property Location	H. Settlement Agent	
509 and 511 SW Main Street Gainesville, GA 30501 Parcels 01011 001002 & 01011 001003	Stewart Melvin & Frost, LLP Place of Settlement 200 Main Street, SW Sixth Floor Hunt Tower Gainesville, GA 30501	I. Settlement Date 05/28/2026 DD: 05/28/2026

J. SUMMARY OF BORROWER'S TRANSACTION:		K. SUMMARY OF SELLER'S TRANSACTION:	
100. GROSS AMOUNT DUE FROM BORROWER		**400. GROSS AMOUNT DUE TO SELLER**	
101. Contract sales price	1,575,000.00	401. Contract sales price	1,575,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	3,672.50	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		**Adjustments for items paid by seller in advance**	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	1,578,672.50	**420. GROSS AMOUNT DUE TO SELLER**	1,575,000.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER		**500. REDUCTIONS IN AMOUNT TO SELLER**	
201. Deposit or earnest money	50,000.00	501. Excess Deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	63,000.00
203. Existing loan(s) taken subject to		503. Existing loans taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		**Adjustments for items unpaid by seller**	
210. City/town taxes 01/01 to 05/28	5,095.35	510. City/town taxes 01/01 to 05/28	5,095.35
211. County taxes 01/01 to 05/28	794.83	511. County taxes 01/01 to 05/28	794.83
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY / FOR BORROWER	55,890.18	**520. TOTAL REDUCTION AMOUNT DUE SELLER**	68,890.18
300. CASH AT SETTLEMENT FROM OR TO BORROWER		**600. CASH AT SETTLEMENT TO OR FROM SELLER**	
301. Gross amount due from borrower (line 120)	1,578,672.50	601. Gross amount due to seller (line 420)	1,575,000.00
302. Less amounts paid by/for borrower (line 220)	55,890.18	602. Less reduction amount due to seller (line 520)	68,890.18
303. CASH FROM BORROWER	1,522,782.32	**603. CASH TO SELLER**	1,506,109.82

L. SETTLEMENT CHARGES: File Number: 50054477	PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL SALES/BROKER'S COMMISSION based on price $ 1,575,000.00 @ 4.00 = 63,000.00		
Division of commission (line 700) as follows:		
701. $ 63,000.00 to NORTON COMMERCIAL ACREAGE GROUP, LLC		
702. $ to		
703. Commission paid at Settlement		63,000.00
704.		
800. ITEMS PAYABLE IN CONNECTION WITH LOAN P.O.C.		
801. Loan Origination Fee %		
802. Loan Discount %		
803. Appraisal Fee to		
804. Credit Report to		
805. Lender's Inspection Fee to		
806. Mtg. Ins. Application Fee to		
807. Assumption Fee to		
808.		
809. Underwriting Fee		
810. Tax Service Fee		
811. Flood Cert Fee		
812. Document Preparation Fee		
813. Courier Fee		
814.		
815.		
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE		
901. Interest from to @$ /day		
902. Mortgage Insurance Premium to		
903. Hazard Insurance Premium yrs. to		
904.		
905.		
1000. RESERVES DEPOSITED WITH LENDER FOR		
1001. Hazard Insurance mo. @$ / mo.		
1002. Mortgage Insurance mo. @$ / mo.		
1003. City property taxes mo. @$ / mo.		
1004. County property taxes mo. @$ / mo.		
1005. Annual Assessments mo. @$ / mo.		
1006. mo. @$ / mo.		
1007. mo. @$ / mo.		
1008. Aggregate Reserve for Hazard/Flood Ins, City/Count		
1100. TITLE CHARGES		
1101. Settlement or closing fee to		
1102. Abstract or title search to		
1103. Title examination to		
1104. Title insurance binder to		
1105. Document preparation to		
1106. Notary fees to		
1107. Attorney's fees to		
(includes above item No:)		
1108. Title insurance to Chicago Title Insurance Company	3,622.50	
(includes above item No:)		
1109. Lender's coverage		
1110. Owner's coverage 1,575,000.00 — 3,622.50		
1111.		
1112. Tax Report/Review Fee		
1113. Courier/Express Fee		
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES		
1201. Recording fees Deed $; Mortgage $; Releases $		
1202. City/county/stamps Deed $; Mortgage $		
1203. State tax/stamps Deed $; Mortgage $		
1204. Recording & Admin Fee to Clerk-HCS		
1205. Recording & Admin Fee to Clerk-HCS		
1300. ADDITIONAL SETTLEMENT CHARGES		
1301. Survey to		
1302. Pest Inspection to		
1303. Wiring Fees	50.00	
1304.		
1305.		
1306.		
1307.		
1308.		
1400. TOTAL SETTLEMENT CHARGES (enter on lines 103 and 502, Sections J and K)	3,672.50	63,000.00

SETTLEMENT STATEMENT
PAGE THREE

ACKNOWLEDGMENT AND RECEIPT OF SETTLEMENT STATEMENT

Purchaser(s) and Seller(s) acknowledge that it/they have received, reviewed and approved all entries appearing on the attached Settlement Statement, and acknowledge receipt of a copy of same. This Settlement Statement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Settlement Statement. Any signature page of any such counterpart, or electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Settlement Statement, and any telecopy or other facsimile transmission shall be deemed an original and shall bind such party. The undersigned parties hereby affirm that this Settlement Statement is a complete, true and correct account of the terms of the sale and purchase consummated on this date, and hereby authorize Stewart, Melvin & Frost, LLP to make disbursements in accordance herewith.

LEGAL REPRESENTATION

Purchaser(s) and Seller(s) acknowledge that Stewart, Melvin & Frost LLP is serving solely as attorney for the Purchaser, notwithstanding payment of the attorney's fees by other parties.

LIENS AND ENCUMBRANCES

Seller(s) acknowledge that all payoff amounts for outstanding liens and encumbrances have been obtained by the Settlement Agent from the holders of such liens and encumbrances and that Settlement Agent and Purchaser(s) has relied in good faith on the information so obtained in disbursing the settlement proceeds; if any deficiency in such amounts occurs, Purchaser(s) agree to promptly remit the same to the Settlement Agent.

TAX PRORATIONS

Purchaser(s) and Seller(s) acknowledge that where real estate taxes and other assessments are not paid in full at settlement based on current actual bills, such amounts are prorated based on estimates using the prior year's tax bill or, if recently improved property, using the estimated value of improvements in place as of January 1 of the current tax year. Purchaser(s) and Seller(s) agree to adjust such prorations between themselves when current actual bills are received; Seller(s) agrees to promptly forward all tax bills and assessment notices to Purchaser(s) upon receipt. The payment of all outstanding taxes and assessments not paid at settlement is assumed by Purchaser(s).

TAX RETURNS AND EXEMPTION APPLICATIONS

Purchaser(s) hereby acknowledge that a real property tax return and an application for homestead exemption are required by law and are to be filed with the county tax collector in which the property lies after January 1 of the year immediately following settlement and that such filings are the sole responsibility of Purchaser(s).

ERRORS AND OMISSIONS

Purchaser(s) and Seller(s) agree that should any inadvertent errors or omissions later be discovered in any documents executed at settlement, it/they shall promptly execute such corrective documents and remit such sums as may be required to adjust or correct such errors or omissions.

CONTRACT SURVIVAL

Any condition or stipulation contained in the Contract, as subsequently modified, not fulfilled at time of closing shall survive the closing, execution and delivery of the deed of conveyance until such time as such conditions or stipulations are fulfilled, and all conditions, warranties, and representations stated in the Contract to specifically survive closing shall survive the closing and execution and delivery of the deed.

TITLE INSURANCE

Purchaser(s) is/are purchasing owner's title insurance in connection with this transaction.

RECORDING FEES AND COURIER FEES

Purchaser(s) and Seller(s) understand that recording fees collected by Stewart, Melvin & Frost, LLP on behalf of the Superior Court Clerk's Office for the County in which the property lies includes the actual or the estimated cost of recording deeds and may include additional monies for the possible recordation of assignments. If too much for recording and courier fees are collected by Stewart, Melvin & Frost, LLP, then the additional monies shall be attorney's fees. If too little money is collected, Stewart, Melvin & Frost, LLP shall not require the Purchaser(s) or Seller(s) to reimburse it for same, unless the re-recording is caused by error of Purchaser(s) and/or Seller(s).

SPECIAL STIPULATIONS:

The Purchaser and Seller agree all the furniture, fixtures, equipment, inventory, and personal property (collectively, "FF&E") are expressly excluded from this sale and shall remain the property of the Seller, including but not limited to: removable equipment, machinery, and tools; furniture, shelving, racking, display cases, decoration, and non-structural millwork; refrigeration units, coolers, freezers, walk-ins, and food service equipment; signage, branding, and proprietary trade fixtures; inventory, supplies, and consumables; point-of-sale systems, computers, and electronics; and all leased equipment. Trade fixtures installed by Seller for business operations shall be deemed personal property and are removable, even if affixed to the building. Seller shall have the right to enter the property before and up to ninety (90) days following closing to remove all excluded FF&E, with no obligation to restore cosmetic damage resulting from normal removal. Seller shall be allowed to remove select mechanical equipment which shall be approved by Purchaser.

Seller shall be responsible for the 2026 and subsequent years of Personal Property Taxes, not yet due and payable.

Purchaser shall be responsible for the 2026 and subsequent years of County and City of Gainesville Taxes, not yet due and payable.

The Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

PURCHASER:

HALL COUNTY, GEORGIA

By: David Gibbs
Title: Chairman
May 28, 2026

SELLER:

GRUBS MARKET, LLC

_____
By: Robert William Turner, Member/Manager

_____
By: Daniel James Stribling, Member/Manager

SETTLEMENT AGENT:

STEWART, MELVIN & FROST, LLP

_____
By: Eric P. Wilborn

Settlement Date: 28th day of May, 2026

BROKER'S UNCONDITIONAL WAIVER & RELEASE OF LIEN

Purchaser:	**HALL COUNTY, GEORGIA**
Seller:	**GRUBS MARKET, LLC**
Property:	**509 and 511 SW Main Street, Gainesville, GA 30501**
Closing Date:	**May 28, 2026**
Contract Date:	**May 13, 2026**

By its execution hereof, the undersigned hereby acknowledges and agrees that the total amount of all commissions, finders' fees, cooperation fees, expenses and other brokerage-related compensation due the undersigned in connection with the consummation of the transactions which are the subject of this Release & Waiver, including, without limitation, the conveyance of the Property by Seller to Purchaser, is in the amounts set forth below, and that the undersigned has received payment in full of such amount. The undersigned further acknowledges and agrees that it has no claim against Seller or Purchaser for any fees of any nature whatsoever in connection with the transactions which are the subject of this Waiver & Release of Lien.

In consideration of one dollar ($1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby waives, releases and fully discharges any and all liens or claims of liens or any right it has upon the Property, and hereby releases Purchaser and Seller and their respective successors and assigns from any and all liens, claims, rights and causes of action that the undersigned now has or may at any time hereafter have under the laws of the State of Georgia against any or all of said parties by virtue of services rendered in connection with the Contract or the Property.

CANDLER REAL ESTATE GROUP, LLC, SELLING BROKER

Purchaser shall be responsible for the commission due to Candler Real Estate Group, LLC – Brian Hughs, CCIM & Lee Hemmer, CCIM, SIOR. Commission shall be billed outside of closing and paid pursuant to a separate agreement between Purchaser and Candler Real Estate Group, LLC. No amount for such commission shall be shown on the Settlement Statement.

[Signatures on next page]

Dated this ____ day of May, 2026.

Signed, sealed and delivered
in the presence of:

CANDLER REAL ESTATE GROUP, LLC

By: _____
Name: _____
Title: _____

_____
Unofficial Witness

_____
Notary Public
(NOTARY SEAL)

HALL COUNTY, GEORGIA

By: _____
Name: David Gibbs
Title: Chairman
May 28, 2026

_____
Unofficial Witness

_____
Notary Public
(NOTARY SEAL)

JENNIFER RIVERA
NOTARY PUBLIC
HALL COUNTY, GEORGIA
MY COMMISSION EXPIRES
MAY 10, 2029


NOTARY

AFFIDAVIT REGARDING BROKERS (PURCHASER)

Before the undersigned attesting officer, duly authorized by law to administer oaths in the State of Georgia, personally appeared HALL COUNTY, GEORGIA (hereinafter referred to as "Affiant"), who, being first duly sworn according to law, deposes and says:

1. That Affiant has personal knowledge of the facts set forth herein.

2. That Affiant has the power and authority, without the consent of any other party, to execute and deliver this affidavit.

3. That Affiant is the Buyer/Purchaser of fee simple title to that certain property situated in Hall County, Georgia, more particularly described in Exhibit "A" attached hereto and made a part hereof by this reference (said real property, together with all improvements and fixtures thereon, hereinafter referred to as the "Property").

4. That, except for those parties listed on Exhibit "B" attached hereto and made a part hereof by this reference, Buyer/Purchaser has not engaged any "Broker's" services (as defined in O.C.G.A. §44-14-601) with regard to the purchase, sale, management, lease, option or other conveyance of any interest in the Property, and as of the date hereof Seller has not received any notice of lien from any real estate broker, salesman, agent or similar person relating to the Property.

5. That this Affidavit is made for the purpose of inducing Chicago Title Insurance Company ("Title Company") to issue certain policies of title insurance with respect to the Property, and the attorney certifying title to the Property so to certify.

Sworn to and subscribed before me this
28th day of May, 2026

Notary Public

JENNIFER RIVERA NOTARY PUBLIC HALL COUNTY, GEORGIA MY COMMISSION EXPIRES MAY 10, 2029

HALL COUNTY, GEORGIA

By: David Gibbs
Title: Chairman

(SEAL)

BOARD OF COMMISSIONERS HALL COUNTY GA DEC. 15, 1818

EXHIBIT "A"
(Legal Description)

Legal per Deed Book 438 Page 52:

All that tract or parcel of land situated, lying and being in the City of Gainesville, County of Hall, and State of Georgia, and more fully described as follows:

Beginning at the northwest corner of the lot whereon E.E. Kimbrough formerly resided (said lot being later owned by W.B. Veasey) on Main Street and running thence in a northerly direction along Main Street 71.5 feet, more or less, to a corner of a lot formerly owned by E.E. Kimbrough but now known as the property of Lester Hosch, etal; thence in an easterly direction along the line of the said mentioned lot 124 feet, more or less, to an iron pin corner of a lot formerly belonging to Mrs. Merck, but now the property of A.E. Smith; thence in a southeasterly direction a straight line along the former lot of Mrs. Merck aforesaid at an obtuse angle a distance of 75 feet, more or less, to the line of the said former Kimbrough lot (now property of J.W. Peters); thence in a westerly direction a straight line along the property line of said Peters lot a distance of 146.5 feet, more or less, to the point of beginning on Main Street.

Legal per Deed Book 460 Page 428:

All that tract and parcel of land lying and being in on the East side of Main Street in Gainesville, Georgia, beginning at an iron stake pin corner located on East side of sidewalk at a point 372.8 feet South of Church Street, and running from said beginning corner stake on Main Street in a straight line 102.5 feet East to and along South wall of brick building to iron stake or pin corner, thence in a straight line southeast along hedge 64 feet to iron pin stake corner, thence in a straight line westward along hedge 125.5 feet to iron pin stake corner at East side of East sidewalk on Main Street at a point 57.3 feet from beginning corner, thence in a straight line along East side of sidewalk on Main Street 57.3 feet to the beginning corner. On said lot is a cottage made into two apartments.

Parcel ID Number: 01011 001002 and 01011 001003

TAX PARCEL #: 01011 001002, 01011 001003

PROPERTY ADDRESS: 509 SW Main St Gainesville, GA 30503 511 SW Main St Gainesville, GA 30503

EXHIBIT "B"

BROKERAGE: The parties are represented by the following licensed Real Estate Brokers.

Selling Broker is Candler Real Estate Group, LLC- Brian Hughs, CCIM & Lee Heemer, CCIM, SIOR

Listing Broker is The Norton Agency – Stephen Lovett & Charlie Hawkins

Purchaser shall be responsible for the commission due to Candler Real Estate Group, LLC – Brian Hughes, CCIM & Lee Hemmer, CCIM, SIOR, which commission shall be billed outside of Closing and paid pursuant to a separate agreement between Purchaser and Candler Real Estate Group, LLC. No amount for such commission shall be shown on the settlement statement.

Seller shall be responsible for (4% of purchase price) commission due to Listing Broker, The Norton Agency – Stephen Lovett & Charlie Hawkins, as agreed upon in a separate agreement between Seller and Listing Broker.

Purchaser indemnifies Seller against, and agree to hold, save, and defend the other party harmless from, any and all claims (and expenses, including reasonable attorneys' fees, incurred in fending such claims or in enforcing this indemnity) for any real estate commission or similar fee arising out of or in any way connected with any claimed agency relationship with the indemnifying party and relating to the purchase and sale of the Property contemplated by this Agreement.

HALL COUNTY
GEORGIA We have it all in Hall

AGENDA ITEM

Appointments for Consideration

REPORT TO: **Work Session (06/09/26)**

REPORT TO: **Voting Meeting (06/11/26)**

ITEM NO: 323/2026

SUBJECT: Appointment to the Library Board of Trustees to serve an unexpired term to June 30, 2027. Commission District 2.

Meetings:

Work Session Date: 06/09/26 **Voting Meeting Date:** 06/11/26

Executive Summary:

Presenter: JR

Recommendation:
n/a

Purpose of Request:
Appointment to the Library Board of Trustees to serve an unexpired term to June 30, 2027. Commission District 2.

History:
The current appointment is Dr. John Delzell.

Facts and Issues:
Dr. John Delzell has resigned his appointment as he is moving out of state and is no longer eligible to serve.

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:

AGENDA ITEM

Appointments for Consideration

REPORT TO: **Work Session (06/09/26)**

REPORT TO: **Voting Meeting (06/11/26)**

ITEM NO: 378/2026

SUBJECT: Appointment to the Planning Commission to serve an unexpired term to January 31, 2027. Commission District 3.

Meetings:

Work Session Date: 06/09/26 **Voting Meeting Date:** 06/11/26

Executive Summary:

Presenter: JR

Recommendation:
n/a

Purpose of Request:
Appointment to the Planning Commission to serve an unexpired term to January 31, 2027. Commission District 3.

History:

Facts and Issues:

Options:

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

Approvals:

Approve	Clerk
JR	JR

Attachments:

AGENDA ITEM

Central Services

REPORT TO: **Work Session (06/09/26)**

REPORT TO: **Voting Meeting (06/11/26)**

ITEM NO: 355/2026

SUBJECT: Approve the renewal of the annual contract for RFQ/P# 44-008 GPS/AVL Vehicle Tracking System for Fleet Maintenance to LB Technology, Inc. of Memphis, TN. The estimated annual cost is $250,000.00.

Meetings:

Work Session Date: 06/09/26 **Voting Meeting Date:** 06/11/26

Executive Summary:

Presenter: KI

Recommendation:
Approve.

Purpose of Request:
Approve the renewal of the annual contract for RFQ/P# 44-008 GPS/AVL Vehicle Tracking System for Fleet Maintenance to LB Technology, Inc. of Memphis, TN. The estimated annual cost is $250,000.00.

History:

This vendor is in good standing with the County.

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

The Addendum will allow cameras in all County vehicles.

Options:

Funding Requested	$ 250,000.00
Are funds within current budget?	Yes
Source of Funds	Fleet Fund
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

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

Attachments:

Financial Supplement
Contract Signature Request
Renewal Contract

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 355/2026

Funds Requested: $ 250,000.00

Request Budgeted: Yes

Proposed Source of Funding:

Fleet Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2027	603-FLEET MAINTENANCE FUND	4900-FLEET MAINTENANCE	531600-SMALL FURNITURE & EQUIPMENT	$250,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: KI

Phone: 770-531-6823

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

CONTRACT EXECUTION SIGNATURE REQUEST

Date: May 22, 2026

To: David Gibbs, Chairman, BOC

From: Mike Hawkins, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 44-008-3

Bid/Contract Name: GPS/AVL Vehicle Tracking Systems Annual Contract Renewal

Department(s) Requesting Contract: Fleet Maintenance

Award Recipient Name: LB Technology, Inc.

Contract Description:

☒ Annual Contract ☐ New ☒ Renewal

Prior Year's Spend: $100,149.00

☐ Price Increase Requested Increase Percentage: N/A

☒ Project/Service Contract Estimated Amount: $250,000.00

☐ Product Contract Estimated Amount: N/A

Comment:

This vendor is in good standing and has elected to renew their contract.

The FY 2027 Estimated Amount has been reviewed against the projected FY 2027 budget by Finance.

State of Georgia
County of Hall

Contract#: 44-008-3

Contract Renewal

GPS/AVL Vehicle Tracking Systems

April 22, 2026

Whereas, the County desires to renew the contract period for a one (1) year period through June 30, 2027, in accordance with the terms and conditions of Contract#: 44-008, GPS/AVL Vehicle Tracking Systems; and

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

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

1. By extending the Contract term through June 30, 2027,
2. Allow for price adjustments as agreed to and recorded in Attachment A,
3. Allow for the addition to the Scope of Work as agreed to and recorded in Attachment B,
4. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved in writing prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved change order. If work is done before approval of a change order, the subsequent change order will be rejected.

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

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

LB Technology, Inc.

By: CMeloni

Print Name: Chandler Meloni

Title: CFO

Sworn to and subscribed before me this

20th Day of May, 2026

Notary Public: Kimberly E Webb

County of Shelby
State of Tennessee

KIMBERLY E WEBB
TENNESSEE NOTARY PUBLIC
COUNTY OF SHELBY

Hall County, Georgia

By. _____

David Gibbs
Chairman
Hall County Board of Commissioners

Date: _____

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

Notary commission expires: August 7, 2027

State of Georgia
County of Hall

Contract#: 44-008-3

Attachment A

GPS/AVL Vehicle Tracking Systems

April 22, 2026

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

Attachment B

CONTRACT ADDENDUM

Contract No. 44-008-2

This Contract Addendum ("***Addendum***") is entered into by and between **Hall County, Georgia** ("***Customer***") and **LB Technology, Inc.** ("***Company***"), and is made part of and incorporated into Contract No. 44-008-2 ("***Contract***").

This Addendum establishes the terms associated with the transition from existing GPS equipment to an integrated in-cab camera and telematics system. Except as expressly set forth herein, all terms and conditions of the original Contract will remain unchanged and in full force and effect.

1. EQUIPMENT AND SERVICES

1.1 Company shall remove existing standalone GPS devices and provide and install an integrated in-cab camera and telematics system. This system replaces the equipment in Contract No. 44-008-2.

1.2 The system shall include, at a minimum:
a. Road-facing camera
b. Driver-facing camera
c. Integrated GPS telematics functionality
d. Real-time AI event detection and alerting
e. Cloud-based platform access

2. WATCHDOG MONITORING SERVICES

2.1 Company warrants and represents that it shall provide to the Customer Watchdog Monitoring Services ("***Watchdog Services***"). The Watchdog Services include automated detection and human review to reduce false positives. The Company shall promptly notify the Customer upon detection of any critical incidents or abnormalities. Watchdog Services shall be provided for an additional fee, which shall be incorporated into the existing fees under this Addendum in Section 4.

2.2 Watchdog Services include:
a. Smoking detection
b. Cellphone use while driving
c. Seatbelt violations

3. TERM AND BILLING

3.1 Billing shall be monthly in arrears unless otherwise stated. All other billing terms remain unchanged from the original Contract.

4. PRICING AND FEES

4.1 Monthly Service Fee Per Vehicle (including Watchdog Services): $32.50
4.2 Estimated Fleet Size: 400 vehicles
4.3 Estimated Monthly Total: $13,000.00

5. RATIFICATION

5.1 Except as expressly modified by this Addendum, all terms and conditions of the Contract No. 44-008-2 remain in full force and effect and are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties have executed this Addendum to Contract No. 44-008-2.

LB Technology, Inc.

By: Meloni

Name: Chandler Meloni

Title: CFO

Date: 5/27/26

Hall County, Georgia

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

AGENDA ITEM

Central Services

REPORT TO: **Work Session (06/09/26)**

REPORT TO: **Voting Meeting (06/11/26)**

ITEM NO: 349/2026

SUBJECT: Approve the renewal of the annual contract for RFQ/P# 43-001 Demand Services for Professional Architectural Services for Central Services to Precision Planning, Inc. of Lawrenceville, GA, CPL Architects, Engineers, Landscape Architect and Surveyor, D.P.C. (P.C.) of Suwanee, GA and Hussey, Gay, Bell & DeYoung International, Inc. of Duluth, GA. The estimated annual cost is $273,030.00.

Meetings:

Work Session Date: 06/09/26

Voting Meeting Date: 06/11/26

Executive Summary:

Presenter: KI

Recommendation:
Approve.

Purpose of Request:
Approve the renewal of the annual contract for RFQ/P# 43-001 Demand Services for Professional Architectural Services for Central Services to Precision Planning, Inc. of Lawrenceville, GA, CPL Architects, Engineers, Landscape Architect and Surveyor, D.P.C. (P.C.) of Suwanee, GA and Hussey, Gay, Bell & DeYoung International, Inc. of Duluth, GA. The estimated annual cost is $273,030.00.

History:

All three (3) vendors are in good standing with the County.

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

Options:

Funding Requested	$ 273,030.00
Are funds within current budget?	No
Source of Funds	Various
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes

Has it been reviewed by the County Attorney? Yes
Is there a deadline for this item? 2026-06-30

Approvals:

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

Attachments:
Financial Supplement
Contract Signature Request
Renewal - Precision
Renewal - Hussey Gay Bell DeYoung
Renewal - CPL

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 349/2026

Funds Requested: $ 273,030.00

Request Budgeted: No

Proposed Source of Funding:

Various

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2027	TBD	TBD	521000-PROFESSIONAL SERVICES	$273,030.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: KI

Phone: 770-531-6823

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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

CONTRACT EXECUTION SIGNATURE REQUEST

Date: June 4, 2026

To: David Gibbs, Chairman, BOC

From: Mike Hawkins, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 43-001-4

Bid/Contract Name: Demand Services for Professional Architectural Services Annual Contract Renewal

Department(s) Requesting Contract: Central Services

Award Recipient Name: CPL Architects, Precision Planning, LLC and Hussey, Gay, Bell and DeYoung International, Inc.

Contract Description:

☒ Annual Contract ☐ New ☒ Renewal

Prior Year's Spend: $96,108.06

☐ Price Increase Requested Increase Percentage: N/A

☒ Project/Service Contract Estimated Amount: $273,030.22

☐ Product Contract Estimated Amount: N/A

Comment:

All three (3) vendors are in good standing and have elected to renew their contracts.

Budget approved for FY2027.

Hall County Government

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FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

Precision Planning, Inc.
400 Pike Boulevard
Lawrenceville, GA 30046
Attn: Elizabeth A. Hudson, RA

Subject: Contract#: 43-001-4, Demand Services for Professional Architectural Services - Fiscal Year 2027 Contract Renewal

Dear Elizabeth,

Attached you will find your contract renewal, extending your present contract through June 30, 2027, as per the same terms and conditions of bid#: 43-001.

If you are in agreement with the renewal, please sign, notarize and return a copy of the attached agreement. The County does accept digital signatures. Do not fax documents back. A copy will be returned to you upon execution by Hall County.

Please furnish an updated Certificate of Insurance form along with a current W-9. Additionally, provide a current contact list including name(s), emails, and phone number(s) for your company.

I would request that you please respond by Friday, May 8, 2026. Hall County appreciates your cooperation with this process.

Mike Hawkins
Buyer
Hall County Board of Commissioners

PRECISION
Planning Inc.

April 28, 2026

Mr. Mike Hawkins, Buyer
Hall County Financial Services
Purchasing Division
P.O. Drawer 1435
Gainesville, GA 30503

Re: Contract#: 43-001-4, Demand Services for Professional Architectural Services – FY27 Contract Renewal

Mr. Hawkins:

Precision Planning, Inc. appreciates the opportunity to continue to serve Hall County! Attached you will find an executed Contract Renewal for FY27 along with the required Certificate of Insurance, W9 form, and our updated list of PPI contacts as follows:

PPI ARCHITECTURE CONTACTS

Elizabeth A. Hudson, AIA, Executive Vice President
lizhudson@ppi.us | 770.338.8178

Lance G. Davis, AIA, Vice President
321LD@ppi.us | 770.338.8115

B. Kent Snyder II, AIA, Vice President
752ks@ppi.us | 770.338.8142

PPI ACCOUNTING/BILLING CONTACT

Tabitha Spillers, Assistant Vice President
594ts@ppi.us | 770.338.8104

Let us know if you have any questions or require any additional information. PPI looks forwarding to continuing to serve Hall County.

Sincerely,

Elizabeth A. Hudson, AIA, NCARB
Executive Vice President, LEED® AP BD+C

LH:ap
M:\SUBPROJ\HALL COUNTY\43-001 Demand Services Contract for Prof Arch Services\Renewals\FY27\Cover Letter_04.28.26.doc

Attachments: Executed Contract Renewal FY27 with revised hourly rates
Certificate of Insurance
W9

State of Georgia
County of Hall

Contract#: 43-001-4

Contract Renewal

Demand Services for Professional Architectural Services

April 22, 2026

Whereas, the County desires to renew the contract period for a one (1) year period through June 30, 2027, in accordance with the terms and conditions of Contract#: 43-001, Demand Services for Professional Architectural Services; and

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

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

1. By extending the Contract term through June 30, 2027,
2. Allow for price adjustments as agreed to and recorded in Attachment A,
3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved in writing prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved change order. If work is done before approval of a change order, the subsequent change order will be rejected.

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

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

Precision Planning, Inc.

By: _____

Print Name: **Elizabeth A. Hudson, AIA**

Title: **Executive Vice President**

Hall County, Georgia

By. _____

David Gibbs
Chairman
Hall County Board of Commissioners

Date: _____

Sworn to and subscribed before me this

28th Day of April, 2026

Notary Public: Kathy F Barker

Notary commission expires: 4/6/2027

KATHY F. BARKER NOTARY PUBLIC GEORGIA EXPIRES APRIL 6, 2027 GWINNETT COUNTY

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

State of Georgia
County of Hall

Contract#: 43-001-4

Attachment A

Demand Services for Professional Architectural Services

April 22, 2026

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

Senior Principal Architect - $220.00

Principal Architect - $200.00

Senior Project Manager - $185.00

Project Manager - $165.00

Senior Project Architect - $170.00

Project Architect- $150.00

Job Captain - $135.00

Project Coordinator - $115.00

Intern Architect/Designer - $105.00

CADD Technician - $90.00

CADD Designer - $70.00

Interior Designer - $120.00

Senior Civil Engineer - $170.00

Civil Engineer - $140.00

Senior Landscape Architect - $160.00

Landscape Architect - $115.00

Project Administrator - $95.00

Senior Project Assistant - $85.00

Project Assistant - $70.00

Senior Structural Engineer - $170.00

Junior Structural Engineer - $150.00

Senior Mechanical/Plumbing Engineer - $170.00

State of Georgia
County of Hall

Contract#: 43-001-4

Attachment A

Demand Services for Professional Architectural Services

April 22, 2026

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

Junior Mechanical/Plumbing Engineer - $150.00

Senior Electrical Engineer - $170.00

Junior Electrical Engineer - $150.00

Cost Estimator - $150.00

Registered Land Surveyor - $165.00

Survey Manager - $135.00

Survey Coordinator - $120.00

Survey Technician - $100.00

Survey Crew - $215.00

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FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

Hussey, Gay, Bell & DeYoung International, Inc,
2160 Satellite Boulevard
Suite 250
Duluth, GA 30097
Attn: Anthony Uhrich, CPA

Subject: Contract#: 43-001-4, Demand Services for Professional Architectural Services - Fiscal Year 2027 Contract Renewal

Dear Anthony,

Attached you will find your contract renewal, extending your present contract through June 30, 2027, as per the same terms and conditions of bid#: 43-001.

If you are in agreement with the renewal, please sign, notarize and return a copy of the attached agreement. The County does accept digital signatures. Do not fax documents back. A copy will be returned to you upon execution by Hall County.

Please furnish an updated Certificate of Insurance form along with a current W-9. Additionally, provide a current contact list including name(s), emails, and phone number(s) for your company.

I would request that you please respond by Friday, May 8, 2026. Hall County appreciates your cooperation with this process.

Mike Hawkins
Buyer
Hall County Board of Commissioners

State of Georgia
County of Hall

Contract#: 43-001-4

Contract Renewal

Demand Services for Professional Architectural Services

April 22, 2026

Whereas, the County desires to renew the contract period for a one (1) year period through June 30, 2027, in accordance with the terms and conditions of Contract#: 43-001, Demand Services for Professional Architectural Services; and

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

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

1. By extending the Contract term through June 30, 2027,
2. Allow for price adjustments as agreed to and recorded in Attachment A,
3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved in writing prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved change order. If work is done before approval of a change order, the subsequent change order will be rejected.

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

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

Hussey, Gay, Bell & DeYoung, Inc.

By: _____

Print Name: CHRISTOPHER M. CAVOLE

Title: PRINCIPAL, VICE PRESIDENT

HALL COUNTY, GEORGIA

By. _____

David Gibbs
Chairman
Hall County Board of Commissioners

Date: _____

Sworn to and subscribed before me this

4th Day of May, 2026

Notary Public: Teresa Parnell-Garrison

Notary commission expires: 01-26-2030

TERESA PARNELL GARRISON NOTARY PUBLIC JASPER COUNTY, GEORGIA MY COMMISSION EXPIRES 01/26/2030

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

State of Georgia
County of Hall

Contract#: 43-001-4

Attachment A

Demand Services for Professional Architectural Services

April 22, 2026

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

2026 HUSSEY GAY BELL SCHEDULE OF HOURLY RATES

HUSSEY GAY BELL
Established 1958

Hussey, Gay, Bell & DeYoung,
International Inc.
Savannah, Georgia

SCHEDULE OF HOURLY RATES

Effective: 1/1/2026

Professional Architect (Testimony & Preparation)	460.00
Managing Principal	240.00
Principal Architect	210.00
Architect III	200.00
Architect II	175.00
Architect I	160.00
Intern Architect	125.00
Architectural Technician III	160.00
Architectural Technician II	145.00
Architectural Technician I	120.00
Interior Designer I	100.00
Interior Designer II	145.00
Administrative	85.00

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

HALL COUNTY
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FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

CPL Architects, Engineers, Landscape Architect and Surveyor, D.P.C. (P.C)
3011 Sutton Gate Drive
Suite 130
Suwanee, GA 30024
Attn: Brenda Farmer

Subject: Contract#: 43-001-4, Demand Services for Professional Architectural Services - Fiscal Year 2027 Contract Renewal

Dear Brenda,

Attached you will find your contract renewal, extending your present contract through June 30, 2027, as per the same terms and conditions of bid#: 43-001.

If you are in agreement with the renewal, please sign, notarize and return a copy of the attached agreement. The County does accept digital signatures. Do not fax documents back. A copy will be returned to you upon execution by Hall County.

Please furnish an updated Certificate of Insurance form along with a current W-9. Additionally, provide a current contact list including name(s), emails, and phone number(s) for your company.

I would request that you please respond by Friday, May 8, 2026. Hall County appreciates your cooperation with this process.

Mike Hawkins
Buyer
Hall County Board of Commissioners

State of Georgia
County of Hall

Contract#: 43-001-4

Contract Renewal

Demand Services for Professional Architectural Services April 22, 2026

Whereas, the County desires to renew the contract period for a one (1) year period through June 30, 2026, in accordance with the terms and conditions of Contract#: 43-001, Demand Services for Professional Architectural Services; and

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

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

1. By extending the Contract term through June 30, 2027,
2. Allow for price adjustments as agreed to and recorded in Attachment A,
3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved in writing prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved change order. If work is done before approval of a change order, the subsequent change order will be rejected.

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

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

CPL Team

By: _____

Print Name: Rebecca Keefer, AICP

Title: Vice President

Sworn to and subscribed before me this

6th Day of May, 2026

Notary Public: _____

Notary commission expires: 5/25/27

HALL COUNTY, GEORGIA

By. _____

David Gibbs
Chairman
Hall County Board of Commissioners

Date: _____

BRENDA C FARMER NOTARY PUBLIC GWINNETT COUNTY, GEORGIA

APPROVED AS TO FORM

_____

Nathaniel R. Anderson,
Senior Assistant County Attorney

State of Georgia
County of Hall

Contract#: 43-001-4

Attachment A

Demand Services for Professional Architectural Services

April 22, 2026

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

Please see attached for our standard billing rates.

AGENDA ITEM

Central Services

REPORT TO: **Work Session (06/09/26)**

REPORT TO: **Voting Meeting (06/11/26)**

ITEM NO: 358/2026

SUBJECT: Approve the renewal of the annual contract for RFQ/P #42-009 Landscape Maintenance Services for Central Services to ACS Landscape Management, Inc. of Oakwood, GA. The estimated annual cost is $458,822.00.

Meetings:

Work Session Date: 06/09/26 **Voting Meeting Date:** 06/11/26

Executive Summary:

Presenter: KI

Recommendation:
Approve.

Purpose of Request:
Approve the renewal of the annual contract for RFQ/P #42-009 Landscape Maintenance Services for Central Services to ACS Landscape Management, Inc. of Oakwood, GA. The estimated annual cost is $458,822.00.

History:

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

Options:

Funding Requested	$ 458,822.00
Are funds within current budget?	Yes
Source of Funds	Various
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2026-06-30

Approvals:

Buyer	Submit	Approve	Purchasing
AY	KI	KI	AY

Buyer	Submit	Approve	Purchasing

Budget	Finance	Attorney	Administration
JM	TS	JL	CR
Clerk			
JR			

Attachments:
Financial Supplement
Signature Request Cover Sheet
Renewal Contract

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 358/2026

Funds Requested: $ 458,822.00

Request Budgeted: Yes

Proposed Source of Funding:

Various

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2027	270-FIRE SERVICES FUND	3520-FIRE RESCUE	522203-GROUNDS MAINTENANCE	$141,317.00
2027	271-EMERGENCY SERVICES FUND	3630-EMS	522203-GROUNDS MAINTENANCE	$60,565.00
2027	540-SOLID WASTE FUND	4520-SOLID WASTE/DISPOSAL	522203-GROUNDS MAINTENANCE	$114,705.00
2027	100-GENERAL FUND	1565-BUILDINGS AND MAINTENANCE	522203-GROUNDS MAINTENANCE	$142,235.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: KI

Phone: 770-531-6823

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

CONTRACT RENEWAL SIGNATURE REQUEST

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andrew Youngblood

Date: May 26, 2026

To: David Gibbs, Chairman, BOC

From: Andrew Youngblood, Purchasing Manager

Your signature is requested to execute the attached Contract Renewal:

Bid/Contract Number: 42-009

Bid/Contract Name: Landscape Maintenance Services

Department(s) Requesting Contract: Central Services

Award Recipient Name: ACS Landscape Management, Inc.

Contract Description:

☒ Annual Contract ☐ New ☒ Renewal

FY 2026 Projected Spend: $418,061.00

☐ Price Increase Requested Increase Percentage: N/A

☒ Project/Service Contract FY 2027 Estimated Amount:$458,822.00

☐ Product Contract Estimated Amount:

Comment:

Approve the annual contract renewal for Central Services to ACS Landscape Management, Inc. of Oakwood, GA. The FY 2027 estimated amount has been reviewed against the proposed FY 2027 budget by Finance.

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FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andrew Youngblood

May 20, 2026

ACS Landscape Management, Inc.
4042 Chamblee Road, Suite C
Oakwood, GA 30566
Attn: Joey Staples
President
Email: joey@acslandscapemanagement.com
Ph: (770) 538-2985

Subject: 42-009 Landscape Maintenance Services

Dear Joey,

Please find attached Contract Renewal #4, extending the contract for year five (5) of possible five (5) year terms, to extend the Contract for one (1) additional year through June 30, 2027.

If you are in agreement with the renewal, please sign, notarize, and return the attached agreement. The County accepts digital signatures. An executed copy will be returned to you upon countersignature by the Hall County Board of Commissioners – after which the County will send you a Notice to Proceed for the renewal.

Please furnish an updated Certificate of Insurance along with a current W-9 form. Additionally, provide a current contact list including name(s), title(s), email address(es), and phone number(s) for your company, if there are any changes.

Please respond by Friday, May 22, 2026. Hall County appreciates your cooperation with this process.

Andrew Youngblood, Purchasing Manager
Issuing Officer
Hall County, Georgia

State of Georgia
County of Hall

Contract # 42-009-4

Contract Renewal #1
for
Year Five (5) of Five (5)

Title: 42-009 Landscape Maintenance Services
Date: April 23, 2026

WHEREAS Contract #42-009 remains in force between Hall County, Georgia (Herein "County") located at 2875 Browns Rd., Gainesville, Georgia 30504 and ACS Landscape Management, Inc of 4042 Chamblee Road, Suite C, Oakwood, GA 30566 until June 30, 2026; and

WHEREAS the Parties desire to extend the contract period for an additional one (1) year term from July 1, 2026, through June 30, 2027, in accordance with the same Terms and Conditions and pricing of Contract #42-009 dated June 22, 2022; and

WHEREAS the Contractor has agreed to this renewal and agrees to provide services previously supplied in accordance with the original agreement and Exhibit B – Service Locations attached hereto and incorporated with the original contract; and

WHEREAS with both parties agreeing to the renewal as stated and therefore, the above numbered contract is hereby modified as follows:

1. By extending the contract term through June 30, 2027,

2. Add the Hall County Jail property to the Scope of Work,

3. Allow for price adjustments, if any, as agreed and recorded on Attachment A below,

4. Change Orders: Any and all change orders must be approved by the County's Purchasing Division prior to any additional work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order may be rejected and not compensated.

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

State of Georgia
County of Hall

Contract # 42-009-4

Attachment A

#42-009 Landscape Maintenance Services

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

Exhibit B – Service Locations

Fire Rescue Training Center 2801 Allen Creek Rd Gainesville
Fire Rescue Vehicle Maintenance Shop 2801 Allen Creek Rd Gainesville
Fire Rescue Training Center Burn Facility 2801 Allen Creek Rd Gainesville
Fire Rescue Mobile Classroom 2801 Allen Creek Rd Gainesville
Emergency Services Complex 470 Crescent Dr Gainesville
Fire Station #1 3126 Gillsville Hwy Gainesville
Fire Station #2 6012 Hulsey Rd Clermont
Fire Station #3 4660 Ledan Ext. Gainesville
Fire Station #4 2940 McEver Rd Gainesville
Fire Station #5 4187 Falcon Pkwy Flowery Branch
Fire Station #6 6170 Lula Rd Lula
Fire Station #7 731 E Crescent Dr Gainesville
Fire Station #8 6175 Gaines Ferry Rd Flowery Branch

Fire Station #9 5040 Poplar Springs Rd Gainesville
Fire Station #10 5608 Highway 52 Gillsville
Fire Station #11 5625 Bark Camp Rd Murrayville
Fire Station #12 4890 Winder Hwy Flowery Branch
Fire Station #13 2709 Sardis Rd Gainesville
Fire Station #14 7065 Dove Point Lane Hoschton
Fire Station #15 4219 Autry Spur Gainesville
Fire Station #16 4209 Shirley Rd Gainesville
Fire Station #17 5719 Holiday Rd Buford
Fire Rescue Resource Warehouse 3144 Gillsville Hwy Gillsville, GA
Balus Creek Compactor Site 3845 Old Flowery Branch Rd Flowery Branch
Blackshear Place Compactor Site 2921 Atlanta Highway Gainesville
Candler Road Compactor Site 5064 Poplar Springs Rd Gainesville
East Crescent Dr Compactor Site 738 E Crescent Dr Gainesville

Flowery Branch Compactor Site 4395 Falcon Parkway Flowery Branch
Gaines Ferry Rd Compactor Site 6173 Gaines Ferry Rd Flowery Branch
Gould Lane Compactor Site 1277 Hillside Gardens Ln Gainesville
Lula Compactor Site 6174 Lula Rd Lula
Murrayville Compactor Site 5113 Thompson Bridge Rd Murrayville
Sardis Compactor Site 3166 Brackett Dr Gainesville
Tadmore Compactor Site 3320 Holly Springs Rd Gainesville
Wauka Mountain Compactor Site 5800 Brookton-Lula Rd Gainesville
HC Recycle Center 1008 Chestnut St Gainesville
HC Government Center 2875 Browns Bridge Rd Gainesville
HC Health Department Complex 1290 Athens St Gainesville
HC Courthouse Complex 225 Green St SE Gainesville
Avita 3509 Mabry Rd Gainesville
Extension Services 734 E Crescent Dr Gainesville

Farmer's Market 734 E Crescent Dr Gainesville
Hall County Family Health Clinic 2435 Old Cornelia Hwy Gainesville
Judicial Accountability Services (JAS) 2318 Browns Bridge Rd Gainesville
Main Street Storage 645 Main Street Gainesville
Pre-Trial Services (PAS) 1195 Jesse Jewell Pkwy Gainesville
Probation Building 2314 Murphy Blvd Gainesville
Children w Special Needs 440 Prior St SE Gainesville
Hall County Govt Center Annex 2829 Browns Bridge Rd Gainesville
Hall County Sherriff Govt Precinct 122 Dean St Clermont
Hall County Sherriff South Precinct 7345 Cody Dr Flowery Branch
Hall County Jail 1700 Barber Rd Gainesville

IN WITNESS WHEREOF, said Parties have hereunto affixed their signature and seal on the day, month, and year below.

ACS Landscape Management, Inc.

By: _____

Print Name: Robert J Staples

Title: President

Sworn to and subscribed before me this

22nd day of May, 2026.

Notary Public: _____

Notary commission expires: 4/23/2028

[Locus Sigilli – Seal or Stamp]

KYRA BRUE NOTARY PUBLIC GEORGIA COBB COUNTY EXPIRES 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

Central Services

REPORT TO: **Work Session (06/09/26)**

REPORT TO: **Voting Meeting (06/11/26)**

ITEM NO: 308/2026

SUBJECT: Approve the award of RFQ/P #47-007 Demand Services for On-Call HVAC Contractors for Central Services to Ace Comfort of Gainesville, GA, Conditioned Air Systems, Inc. of Gainesville, GA, J.R. Hobbs Co-Atlanta LLC of Lawrenceville, GA, B&W Mechanical Contractors of Lawrenceville, GA, Lawson Air Conditioning and Plumbing, Inc. of Gainesville, GA, and Capital City Mechanical Services, LLC of Peachtree Corners, GA. The estimated annual cost is $1,265,063.00.

Meetings:

Work Session Date: 06/09/26

Voting Meeting Date: 06/11/26

Executive Summary:

Presenter: KI

Recommendation:
Approve.

Purpose of Request:
Approve the award of RFQ/P #47-007 Demand Services for On-Call HVAC Contractors for Central Services to Ace Comfort of Gainesville, GA, Conditioned Air Systems, Inc. of Gainesville, GA, J.R. Hobbs Co-Atlanta LLC of Lawrenceville, GA, B&W Mechanical Contractors of Lawrenceville, GA, Lawson Air Conditioning and Plumbing, Inc. of Gainesville, GA, and Capital City Mechanical Services, LLC of Peachtree Corners, GA. The estimated annual cost is $1,265,063.00.

History:

Facts and Issues:

Options:

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

This recommended award is going to the six highest scoring firms that responded to the Solicitation for this Demand Services Pool.

Competitive pricing for each project will be solicited via Task Orders to firms within this proposed Demand Services pool of vendors for HVAC Contractors.

Funding Requested	$ 1,265,063.00
Are funds within current budget?	Yes
Source of Funds	Various
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2026-06-30

Approvals:

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

Attachments:

Financial Supplement
Bid Tab
Signature Request Cover Sheet
Contract - Ace Comfort
Contract - Conditioned Air Services
Contract - JR Hobbs
Contract - B&W Mechanical
Contract - Lawson A/C & Plumbing
Contract - Capital City

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 308/2026

Funds Requested: $ 1,265,063.00

Request Budgeted: Yes

Proposed Source of Funding:

Various

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2027	TBD	TBD	541300-BUILDING AND IMPROVEMENTS	$1,265,063.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: KI

Phone: 770-531-6823

RFQ/P #47-007 Demand Services for On-Call HVAC Contractors

Bid Tab Summary

SCORES	Ace Comfort LLC	JR Hobbs Co - Atlanta	Conditioned Air Systems, Inc	B&W Mechanical Contractors	Lawson Air Conditioning and Plumbing, Inc.	Capital City Mechanical Services, LLC	Blount Mechanical Contractors Inc.	Stiles Heating and Cooling, Inc.	Total Comfort Solutions dba Dynamiq	Lanier HVAC Services	Maxair Mechanical, LLC	Southern Mechanical HVAC Contractors, LLC	Wes Winkler Air Conditioning LLC	Trane US Inc	5 Seasons Mechanical LLC	Daikin Applied Americas Inc	Entek Solutions	HVAC Allies LLC	Your AC Company LLC	Dirania Consulting	Service First HVAC	Valhalla Mechanical
	Gainesville, GA	Lawrenceville, GA	Gainesville, GA	Lawrenceville, GA	Gainesville, GA	Peachtree Corners, GA	Bogart, GA	Bogart, GA	Braselton, GA	Gainesville, GA	Marietta, GA	Athens, GA	Gainesville, GA	Atlanta, GA	Peachtree Corners, GA	Marietta, GA	Buford, GA	Ellenwood, GA	Cumming, GA	Dacula, GA	Atlanta, GA	Gainesville, GA
Average Technical Scores	800.00	800.00	800.00	800.00	800.00	800.00	791.67	791.67	791.67	800.00	775.00	725.00	775.00	775.00	741.67	691.67	658.33	616.67	566.67	400.00	NO BID	NO BID
Average Cost Scores	200.00	200.00	166.67	150.00	100.00	100.00	100.00	100.00	66.67	50.00	66.67	100.00	0.00	0.00	0.00	33.33	0.00	16.67	50.00	200.00	NO BID	NO BID
Total Scores	**1000.00**	**1000.00**	**966.67**	**950.00**	**900.00**	**900.00**	**891.67**	**891.67**	**858.33**	**850.00**	**841.67**	**825.00**	**775.00**	**775.00**	**741.67**	**725.00**	**658.33**	**633.33**	**616.67**	**600.00**	NO BID	NO BID

Cost

Number of companies emailed	46
Number of Hall Co Companies emailed	21
Total responses	22
Number of Hall Co responses	8
No Bids	2

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

CONTRACT EXECUTION SIGNATURE REQUEST

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andrew Youngblood

Date: June 4, 2026

To: David Gibbs, Chairman, BOC

From: Andrew Youngblood, Purchasing Manager

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 47-007

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

Department(s) Requesting Contract: Central Services

Award Recipient Name: Ace Comfort; Conditioned Air Systems, Inc.; JR Hobbs Co-Atlanta LLC; B&W Mechanical Contractors; Lawson Air Conditioning and Plumbing, Inc.; Capital City Mechanical Services, LLC

Contract Description:

☐ Annual Contract ☒ New ☐ Renewal

FY 2026 Projected Spend: $1,240,258

☐ Price Increase Requested Increase Percentage: N/A

☐ Project/Service Contract FY 2027 Estimated Amount: $1,265,063

☐ Product Contract Estimated Amount:

Comment:

Approve the award of RFQ/P #47-007 Demand Services for On-Call HVAC Contractors for Central Services to Ace Comfort of Gainesville, GA; Conditioned Air Systems, Inc. of Gainesville, GA; JR Hobbs Co-Atlanta LLC of Lawrenceville, GA; B&W Mechanical Contractors of Lawrenceville, GA; Lawson Air Conditioning and Plumbing, Inc. of Gainesville, GA; and Capital City Mechanical Services, LLC of Peachtree Corners, GA. The FY 2027 estimated amount has been reviewed against the proposed FY 2027 budget by Finance.

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andrew Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
Exhibit B – Contract for Services

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT #47-007

For the provision of

Demand Services for On-Call HVAC Contractors

ARTICLE #101 – INTRODUCTION

This Contract for a heating, ventilation, and air conditioning contractor who is in the regular business of installing, repairing, and maintaining HVAC units and duct work to whom the County may send future task orders for County-owned and maintained buildings on an as-needed basis (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 _____ which is principally located at _____. (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
TBD

COUNTY ISSUING OFFICER
Andrew 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): Ryan Gerrald, Mikkel Moon, Dylan Alexander

Email Address(es): Ryan@Acecomfort.com / Mikkel@Acecomfort.com

Phone Number(s): (770) 503-4953 / (706) 983-3583

Physical Address: 60 Zander Drive

City/State/ZIP: Gainesville, GA 30504

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 term will be for five (5) years, with one (1) initial year followed by four (4) one-year renewal options. Renewals are not automatic nor guaranteed.

ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION

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

ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE

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

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

Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable control of and without the fault or negligence of the Contractor. If the Services to be provided to the County are interrupted by a force majeure event, as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due to the Contractor under this Contract. If delay results from a third-party's negligent conduct or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract.

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

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

B. **Obligations Beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to *ARTICLE #108 – TERMINATION PROVISIONS*.

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

ARTICLE #108 – TERMINATION PROVISIONS

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

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

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

C. **Notice of Default.** If either Party causes any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the non-breaching Party may:
   1. Immediately terminate the Contract for default without additional written notice; and/or,

2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

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

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

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 motorists' 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 of Award (NOA) and a Notice to Proceed (NTP) to the Contractor. (A Purchase Order (PO) and separate NTP will be issued for future task orders to the awarded Demand Services On-Call company for that respective task order). 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 NOA and NTP by electronic mail (email) to the Contractor's representative in *ARTICLE #103 – NOTICES.* (POs for future task orders shall also be issued 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 in the form of a NTP. 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 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, 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

Not required for this solicitation; however, each future task order will contain bonding instructions, if necessary.

ARTICLE #124 – RETAINAGE

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

ARTICLE #125 – VENUE AND GOVERNING LAW

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

ARTICLE #126 – NOTICE OF INTENT TO LITIGATE

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

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

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

Official Notary Public and incorporated herein by reference providing services pursuant to this Contract.

ARTICLE #128 – ORDER OF PRECEDENCE

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

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

ARTICLE #129 – CONTRACT EXHIBITS AND ATTACHMENTS

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

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:

Ace Comfort

By: Ryan Gerrald

Print Name: Ryan Gerrald

Title: President

Sworn to and subscribed before me this

28 Day of April, 2026.

Notary Public: Mikkel Moon

Notary commission expires: 2-5-29

[Locus Sigilli – Seal or Stamp]

Mikkel Moon
NOTARY PUBLIC
HALL COUNTY, GEORGIA
My Commission Expires 02/05/2029

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

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
Andrew Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
Exhibit B – Contract for Services

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT #47-007

For the provision of

Demand Services for On-Call HVAC Contractors

ARTICLE #101 – INTRODUCTION

This Contract for a heating, ventilation, and air conditioning contractor who is in the regular business of installing, repairing, and maintaining HVAC units and duct work to whom the County may send future task orders for County-owned and maintained buildings on an as-needed basis (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 Conditioned Air Systems Inc. which is principally located at 2410 Hilton Way SW, Gainesville, GA 30501. (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
TBD

COUNTY ISSUING OFFICER
Andrew 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): Conditioned Air Systems Inc.

Email Address(es): andyk@conditionedairsystems.com; mmiller@conditionedairsystems.com

Phone Number(s): 770-536-7509

Physical Address: 2410 Hilton Way SW

City/State/ZIP: Gainesville, GA 30501

REMIT TO ADDRESS (if different): Same

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 term will be for five (5) years, with one (1) initial year followed by four (4) one-year renewal options. Renewals are not automatic nor guaranteed.

ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION

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

ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE

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

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

Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable control of and without the fault or negligence of the Contractor. If the Services to be provided to the County are interrupted by a force majeure event, as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due to the Contractor under this Contract. If delay results from a third-party's negligent conduct or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract.

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

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

B. **Obligations Beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to *ARTICLE #108 – TERMINATION PROVISIONS.*

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

ARTICLE #108 – TERMINATION PROVISIONS

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

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

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

C. **Notice of Default.** If either Party causes any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the non-breaching Party may:
   1. Immediately terminate the Contract for default without additional written notice; and/or,

2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

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

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

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 motorists' 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 of Award (NOA) and a Notice to Proceed (NTP) to the Contractor. (A Purchase Order (PO) and separate NTP will be issued for future task orders to the awarded Demand Services On-Call company for that respective task order). 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 NOA and NTP by electronic mail (email) to the Contractor's representative in *ARTICLE #103 – NOTICES*. (POs for future task orders shall also be issued 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 in the form of a NTP. 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 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, 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

Not required for this solicitation; however, each future task order will contain bonding instructions, if necessary.

ARTICLE #124 – RETAINAGE

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

ARTICLE #125 – VENUE AND GOVERNING LAW

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

ARTICLE #126 – NOTICE OF INTENT TO LITIGATE

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

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

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

Official Notary Public and incorporated herein by reference providing services pursuant to this Contract.

ARTICLE #128 – ORDER OF PRECEDENCE

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

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

ARTICLE #129 – CONTRACT EXHIBITS AND ATTACHMENTS

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

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:

Conditioned Air Systems Inc.

By: Andy Kalinauskas

Print Name: Andy Kalinauskas

Title: President

Sworn to and subscribed before me this

30 Day of March, 2026.

Notary Public: _____

Notary commission expires: 05/20/28

[Locus Sigilli – Seal or Stamp]

Tamara Brandy Browning NOTARY EXPIRES GEORGIA 05/20/28 PUBLIC Hall COUNTY

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

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
Andrew Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
Exhibit B – Contract for Services

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT #47-007

For the provision of

Demand Services for On-Call HVAC Contractors

ARTICLE #101 – INTRODUCTION

This Contract for a heating, ventilation, and air conditioning contractor who is in the regular business of installing, repairing, and maintaining HVAC units and duct work to whom the County may send future task orders for County-owned and maintained buildings on an as-needed basis (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 _____ which is principally located at _____. (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
TBD

COUNTY ISSUING OFFICER
Andrew 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): Travis Riley

Email Address(es): triley@jrhobbs.com

Phone Number(s): 706-601-0069 / 844-711-3302

Physical Address: 2021 Cedars Rd

City/State/ZIP: Lawrenceville, GA 30043

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 term will be for five (5) years, with one (1) initial year followed by four (4) one-year renewal options. Renewals are not automatic nor guaranteed.

ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION

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

ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE

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

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

Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable control of and without the fault or negligence of the Contractor. If the Services to be provided to the County are interrupted by a force majeure event, as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due to the Contractor under this Contract. If delay results from a third-party's negligent conduct or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract.

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

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

B. **Obligations Beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to *ARTICLE #108 – TERMINATION PROVISIONS.*

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

ARTICLE #108 – TERMINATION PROVISIONS

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

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

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

C. **Notice of Default.** If either Party causes any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the non-breaching Party may:
   1. Immediately terminate the Contract for default without additional written notice; and/or,

2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

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

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

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 motorists' 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 of Award (NOA) and a Notice to Proceed (NTP) to the Contractor. (A Purchase Order (PO) and separate NTP will be issued for future task orders to the awarded Demand Services On-Call company for that respective task order). 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 NOA and NTP by electronic mail (email) to the Contractor's representative in *ARTICLE #103 – NOTICES.* (POs for future task orders shall also be issued 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 in the form of a NTP. 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 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, 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

Not required for this solicitation; however, each future task order will contain bonding instructions, if necessary.

ARTICLE #124 – RETAINAGE

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

ARTICLE #125 – VENUE AND GOVERNING LAW

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

ARTICLE #126 – NOTICE OF INTENT TO LITIGATE

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

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

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

Official Notary Public and incorporated herein by reference providing services pursuant to this Contract.

ARTICLE #128 – ORDER OF PRECEDENCE

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

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

ARTICLE #129 – CONTRACT EXHIBITS AND ATTACHMENTS

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

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:

J.R. Hobbs Co-Atlanta LLC

By: Travis Riley

Print Name: Travis Riley

Title: Director of Commercial Service

Sworn to and subscribed before me this

30th Day of April, 2026.

Notary Public: David G Winchell

Notary commission expires: 4-22-2030

[Locus Sigilli – Seal or Stamp]

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

DAVID G WINCHELL NOTARY PUBLIC MY COMMISSION EXPIRES 04/22/2030 GWINNETT COUNTY, GEORGIA

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
Andrew Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
Exhibit B – Contract for Services

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT #47-007

For the provision of

Demand Services for On-Call HVAC Contractors

ARTICLE #101 – INTRODUCTION

This Contract for a heating, ventilation, and air conditioning contractor who is in the regular business of installing, repairing, and maintaining HVAC units and duct work to whom the County may send future task orders for County-owned and maintained buildings on an as-needed basis (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 B&W Mechanical Contractors Inc which is principally located at 1940 Riverside Parkway, Lawrenceville, Georgia 30043. (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
TBD

COUNTY ISSUING OFFICER
Andrew 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): B&W Mechanical Contactors Inc

Email Address(es): chris.martin@bwmech.com

Phone Number(s): 770-449-6000 / 770-845-2326

Physical Address: 1940 Riverside Parkway

City/State/ZIP: Lawrenceville, Georgia 30043

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 term will be for five (5) years, with one (1) initial year followed by four (4) one-year renewal options. Renewals are not automatic nor guaranteed.

ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION

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

ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE

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

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

Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable control of and without the fault or negligence of the Contractor. If the Services to be provided to the County are interrupted by a force majeure event, as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due to the Contractor under this Contract. If delay results from a third-party's negligent conduct or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract.

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

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

B. **Obligations Beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to *ARTICLE #108 – TERMINATION PROVISIONS.*

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

ARTICLE #108 – TERMINATION PROVISIONS

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

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

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

C. **Notice of Default.** If either Party causes any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the non-breaching Party may:
   1. Immediately terminate the Contract for default without additional written notice; and/or,

2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

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

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

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 motorists' 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 of Award (NOA) and a Notice to Proceed (NTP) to the Contractor. (A Purchase Order (PO) and separate NTP will be issued for future task orders to the awarded Demand Services On-Call company for that respective task order). 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 NOA and NTP by electronic mail (email) to the Contractor's representative in *ARTICLE #103 – NOTICES.* (POs for future task orders shall also be issued 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 in the form of a NTP. 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 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, 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

Not required for this solicitation; however, each future task order will contain bonding instructions, if necessary.

ARTICLE #124 – RETAINAGE

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

ARTICLE #125 – VENUE AND GOVERNING LAW

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

ARTICLE #126 – NOTICE OF INTENT TO LITIGATE

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

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

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

Official Notary Public and incorporated herein by reference providing services pursuant to this Contract.

ARTICLE #128 – ORDER OF PRECEDENCE

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

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

ARTICLE #129 – CONTRACT EXHIBITS AND ATTACHMENTS

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

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:

B&W Mechanical Contractors Inc

By: _____

Print Name: Chris Martin

Title: Account Manager

Sworn to and subscribed before me this

30 Day of April, 2026.

Notary Public: _____

Notary commission expires: _____

[Locus Sigli – Seal or Stamp]

MELISSA RUARK NOTARY PUBLIC GWINNETT COUNTY, GEORGIA MY COMMISSION EXPIRES MAY 03, 2029

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

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
Andrew Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
Exhibit B – Contract for Services

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT #47-007

For the provision of

Demand Services for On-Call HVAC Contractors

ARTICLE #101 – INTRODUCTION

This Contract for a heating, ventilation, and air conditioning contractor who is in the regular business of installing, repairing, and maintaining HVAC units and duct work to whom the County may send future task orders for County-owned and maintained buildings on an as-needed basis (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 Lawson Air Conditioning and Plumbing, Inc which is principally located at 865 Dorsey St. Gainesville GA 30501. (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
TBD

COUNTY ISSUING OFFICER
Andrew 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): Graham Page, Brad Gooch, Lee Crouch

Email Address(es): gpage@lawsonac.com, bgooch@lawsonac.com, lcrouch@lawsonac.com

Phone Number(s): 706-410-3662, 706-215-6071, 678-776-9470

Physical Address: 865 Dorsey St.

City/State/ZIP: Gainesville, GA 30501

REMIT TO ADDRESS (if different):

PO Box 711 Gainesville GA 30503

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 term will be for five (5) years, with one (1) initial year followed by four (4) one-year renewal options. Renewals are not automatic nor guaranteed.

ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION

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

ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE

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

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

Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable control of and without the fault or negligence of the Contractor. If the Services to be provided to the County are interrupted by a force majeure event, as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due to the Contractor under this Contract. If delay results from a third-party's negligent conduct or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract.

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

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

B. **Obligations Beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to *ARTICLE #108 – TERMINATION PROVISIONS.*

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

ARTICLE #108 – TERMINATION PROVISIONS

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

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

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

C. **Notice of Default.** If either Party causes any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the non-breaching Party may:
   1. Immediately terminate the Contract for default without additional written notice; and/or,

2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

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

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

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 motorists' 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 of Award (NOA) and a Notice to Proceed (NTP) to the Contractor. (A Purchase Order (PO) and separate NTP will be issued for future task orders to the awarded Demand Services On-Call company for that respective task order). 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 NOA and NTP by electronic mail (email) to the Contractor's representative in *ARTICLE #103 – NOTICES.* (POs for future task orders shall also be issued 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 in the form of a NTP. 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 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, 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

Not required for this solicitation; however, each future task order will contain bonding instructions, if necessary.

ARTICLE #124 – RETAINAGE

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

ARTICLE #125 – VENUE AND GOVERNING LAW

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

ARTICLE #126 – NOTICE OF INTENT TO LITIGATE

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

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

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

Official Notary Public and incorporated herein by reference providing services pursuant to this Contract.

ARTICLE #128 – ORDER OF PRECEDENCE

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

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

ARTICLE #129 – CONTRACT EXHIBITS AND ATTACHMENTS

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

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:

Lawson Air Conditioning & Plumbing, Inc.

By: Andrew Vincent Davis

Print Name: Andrew Vincent Davis

Title: President

Sworn to and subscribed before me this

28th Day of April, 2026.

Notary Public:

Notary commission expires: 8/4/2026

[Locus Sigillum (L.S.) or Stamp]

CATHERINE JORDAN NOTARY PUBLIC STATE OF GEORGIA MY COMM. EXP. 8/4/2026 HABERSHAM COUNTY, GEORGIA

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

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
Andrew Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
Exhibit B – Contract for Services

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT #47-007

For the provision of

Demand Services for On-Call HVAC Contractors

ARTICLE #101 – INTRODUCTION

This Contract for a heating, ventilation, and air conditioning contractor who is in the regular business of installing, repairing, and maintaining HVAC units and duct work to whom the County may send future task orders for County-owned and maintained buildings on an as-needed basis (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 Capital City Mechanical Services, LLC which is principally located at 4955 Avalon Ridge Parkway, Suite 100, Peachtree Corners, GA 30071. (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
TBD

COUNTY ISSUING OFFICER
Andrew 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): Erik Allen

Email Address(es): erika@ccmech.com

Phone Number(s): 678-492-3785

Physical Address: 4955 Avalon Ridge Parkway, Suite 100

City/State/ZIP: Peachtree Corners, GA, 30071

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 term will be for five (5) years, with one (1) initial year followed by four (4) one-year renewal options. Renewals are not automatic nor guaranteed.

ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION

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

ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE

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

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

Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable control of and without the fault or negligence of the Contractor. If the Services to be provided to the County are interrupted by a force majeure event, as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due to the Contractor under this Contract. If delay results from a third-party's negligent conduct or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract.

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

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

B. **Obligations Beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to *ARTICLE #108 – TERMINATION PROVISIONS.*

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

ARTICLE #108 – TERMINATION PROVISIONS

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

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

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

C. **Notice of Default.** If either Party causes any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the non-breaching Party may:
   1. Immediately terminate the Contract for default without additional written notice; and/or,

2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

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

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

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 motorists' 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 of Award (NOA) and a Notice to Proceed (NTP) to the Contractor. (A Purchase Order (PO) and separate NTP will be issued for future task orders to the awarded Demand Services On-Call company for that respective task order). 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 NOA and NTP by electronic mail (email) to the Contractor's representative in *ARTICLE #103 – NOTICES*. (POs for future task orders shall also be issued 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 in the form of a NTP. 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 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, 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

Not required for this solicitation; however, each future task order will contain bonding instructions, if necessary.

ARTICLE #124 – RETAINAGE

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

ARTICLE #125 – VENUE AND GOVERNING LAW

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

ARTICLE #126 – NOTICE OF INTENT TO LITIGATE

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

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

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

Official Notary Public and incorporated herein by reference providing services pursuant to this Contract.

ARTICLE #128 – ORDER OF PRECEDENCE

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

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

ARTICLE #129 – CONTRACT EXHIBITS AND ATTACHMENTS

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

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:

Capital City Mechanical Services, LLC

By: _____

Print Name: John Rausch

Title: President

Sworn to and subscribed before me this

29 Day of April, 2026.

Notary Public: _____

Notary commission expires: 7/5/29

[Locus Sigilli – Seal or Stamp]

BRICE TRAN NOTARY PUBLIC GWINNETT COUNTY, GEORGIA MY COMMISSION EXPIRES AUGUST 05, 2029

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

Community Services and Parks

REPORT TO: **Work Session (06/09/26)**

REPORT TO: **Voting Meeting (06/11/26)**

ITEM NO: 354/2026

SUBJECT: Approve the reimbursement for the procurement of East Hall Library shelving to the Hall County Library System, in the amount of $252,523.94.

Meetings:

Work Session Date: 06/09/26 **Voting Meeting Date:** 06/11/26

Executive Summary:

Presenter: BH

Recommendation:
Approve

Purpose of Request:
Approve the reimbursement for the procurement of East Hall Library shelving to the Hall County Library System, in the amount of $252,523.94.

History:
Library System has issued PO. Payment would be directed to Library System to reimburse for the cost of the purchase.

Facts and Issues:
- Vendor on state contract #99999-001-SPD0000198-0024
- Total shelving unit quantities: 350 in 90" height; 175 in 66" height; 84 in 42" height
- Shelving included in budget for FF&E
- East Hall Library project remains under budget with $4,916,642.36 expended or encumbered on a $6,000,000 budget for design, construction and FF&E.

Options:

Funding Requested	$ 252,523.94
Are funds within current budget?	Yes
Source of Funds	Impact Fees
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	Purchasing	Budget
BH	BH	AY	JM
Finance	**Attorney**	**Administration**	**Clerk**
TS	JL	CR	JR

Attachments:

Financial Supplement
PO - East Hall Library Shelving

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 354/2026

Funds Requested: $ 252,523.94

Request Budgeted: Yes

Proposed Source of Funding:

Impact Fees

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	301-IMPACT FEES FUND	6500-HALL COUNTY LIBRARY SYSTEM	541300-BUILDING AND IMPROVEMENTS	$252,523.94

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: LM

Phone: 678-986-2661

Purchase Order

Bill to: Hall County Library System
127 Main St. NW Gainesville, GA 30501
770-532-3311

Ship to: East Hall Library
3911 P. Davidson Road
Gainesville, GA 30507

HALL COUNTY
Library System

PO#: EH030226

Request Date: 3/2/2026

Spacesaver C/O Patterson Pope
1450 Janesville Ave.
Vendor: Ft. Atkinson WI 53538

Supervisor Approval Signature/Date: Lisa MacKinney 3/2/26

Quantity	Item Number	Description	Total Cost	Project/Grant	Budget Acct
		East Hall Library shelving and end panels	$252,523.94	Local Budget (NA)	Equipment
		See attached quote/specifications			
		Color: Cottonwood			
		Contract # 99999-001-SPD0000198-0024			
			252,523.94		

3-3-26

Director or Assistant Director Signature/Date

patterson·pope
SPACE MADE SIMPLE.

900 Circle 75 Parkway
Suite 1750
Atlanta, GA 30339

Georgia State Contract # 99999-001-SPD0000198-0024

Quote #: Q-78630-1
Drawing Ver: 347733 2C GA State
Date: 3/2/2026
Expires On: 5/27/2026

Install To
East Hall Library
3911 P Davidson Road
Gainesville, GA 30507

Bill To
East Hall Library

SALESPERSON	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Steve Goldsmith	sgoldsmith@pattersonpope.com		NET 30

Group Name	Description	Net Total
Library Shelving	Includes all materials as illustrated in attached drawing with Acrylic End Panels	$252,523.94
Installation & Services -	Freight, Inside Delivery, Turnkey installation and Trash Removal Included. Install to take place during Normal Business Hours: M-F | 8a-5p	Included
	shelf color - Cottonwood	

Sub Total:	$252,523.94
Estimated Total Tax:	
Grand Total:	**$252,523.94**

Important Proposal Notes: Georgia State Contract Procurement Requirement: Contract # 99999-001-SPD0000198-0024

Purchase Order must be made out to Spacesaver Storage Systems C/O Patterson Pope 1450 Janesville Ave Ft Atkinson, WI 53538 Email Purchase Order to Bob Tyler for processing at btyler@pattersonpope.com

Spacesaver holds the Georgia State Contract and Patterson Pope is the exclusive local area contractor for Spacesaver in the state of Georgia.

Spacesaver payment information: Spacesaver prefers US Dollar payments via ACH or wire transfer. Please use the following information and email your remittance to accountsreceivable@spacesaver.com. Payment of invoices should be sent via one of the following options.

ACH Payment: Bank Routing Number 124001545. Account Number 888905558.

Wire Transfers: JP Morgan Chase New York, NY 10017. Bank Routing 021000021 Account Number 888905558. Swift Code CHASUS33.

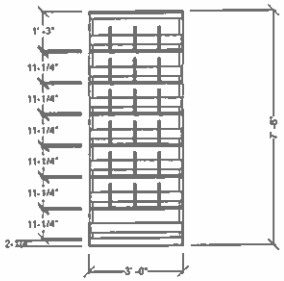
Physical Check Mailing Address: Spacesaver Corporation 1450 Janesville Ave. Ft Atkinson, WI 53538

Signature: Lisa M **Effective Date:** 3/3/2026

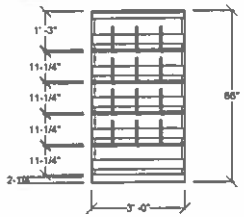
Name (Print): Lisa Mackinney **Title:** Director

Please sign and email to Steve Goldsmith at sgoldsmith@pattersonpope.com.

90"H SHELVING - 7-LEVELS

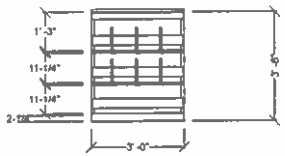


66" HIGH SHELVING - 5-LEVELS



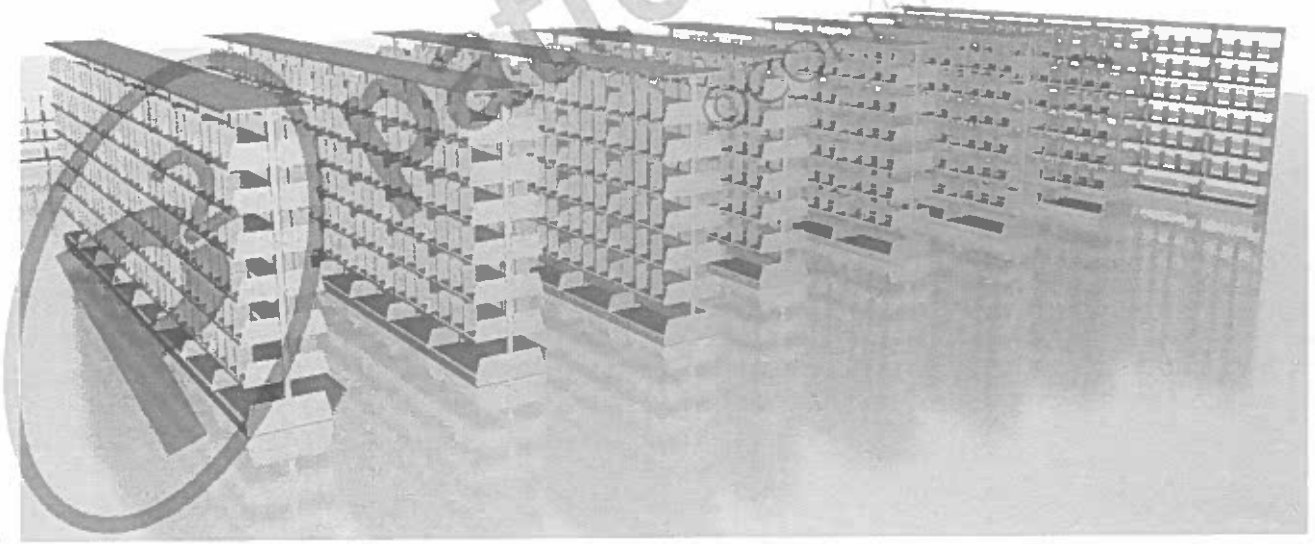
42"H SHELVING - 3-LEVELS

1" LAMINATE TOP



CANTILEVER SHELVING CHARACTERISTICS	
TYPE	CANTILEVER SHELVING
BASE SUPPORT	NORMAL
UNIT TYPE	SINGLE FACED / DOUBLE FACED
STANDARD FRAME HEIGHT	42" - 66" - 84"
CUT FRAME HEIGHT	NOT APPLICABLE
TOP	CANOPY TOPS ON TALL
KICKPLATES	STANDARD 3"
STANDARD SHELF	ALL PLAIN
SPECIALITY SHELF	NA
STOPS	SLOTTED BACKS
DIVIDERS	3-CLIP IN PER SHELF
LEVEL KITS	INCLUDED
OTHER ACCESSORIES	ACRYLIC END PANELS, LAMINATE TOPS

Patterson.net
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50 YEARS OF STUFF

Project name: HALL COUNTY LIBRARY - EAST HALL

Salesperson: GOLDSMITH,STEVE

SSC PRODUCT CURRENT LEAD TIME FROM ORDER DATE: 10 Weeks

ADD 1-2 WEEKS FOR DELIVERY LEAD TIME SUBJECT TO CHANGE

Rev. level: 1C

Project #: 347733

Drawn by: K. CROWDER

Date printed: 2/26/2026

APPROVAL
This drawing is approved by:

DATE:

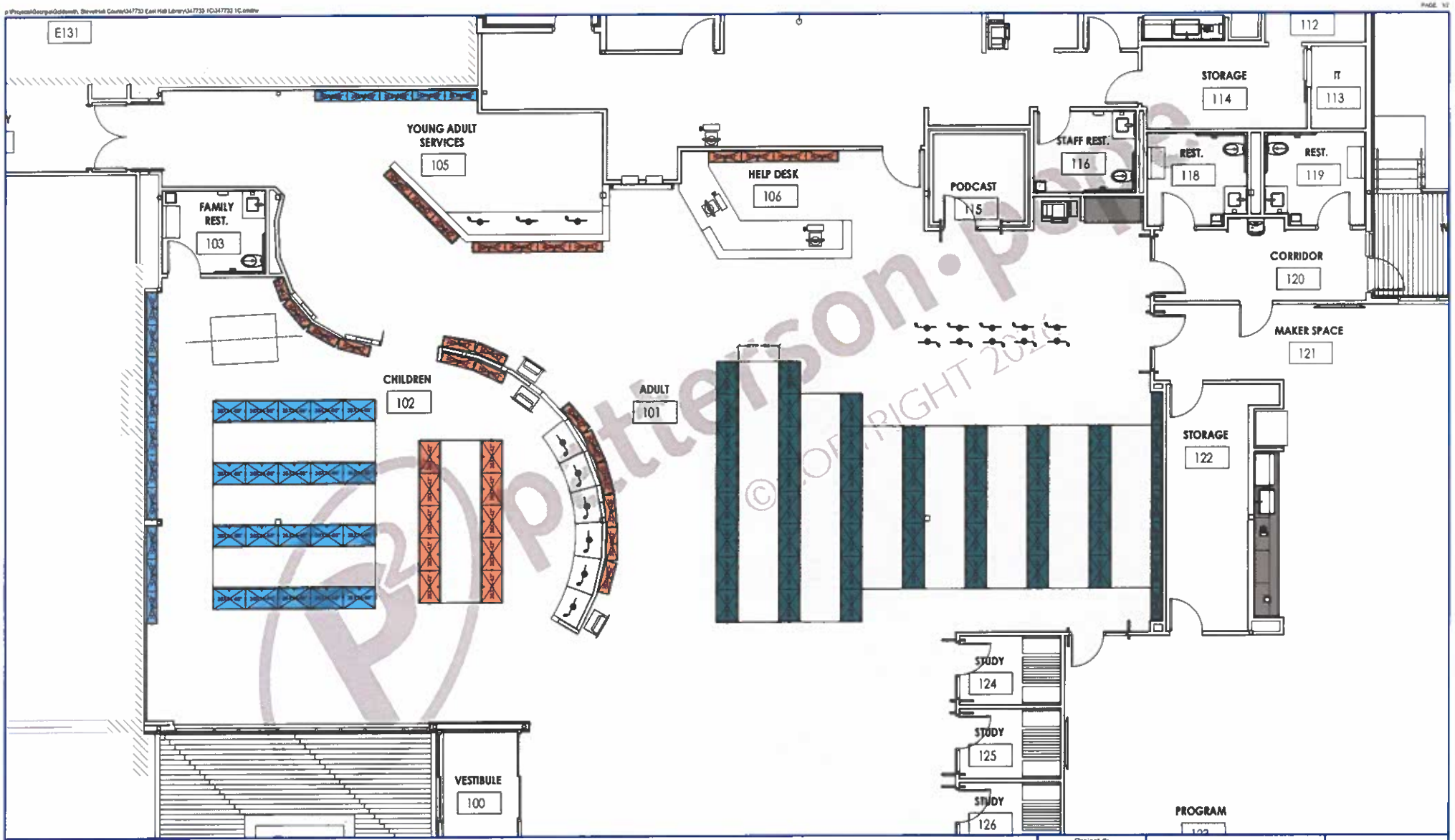
HALL COUNTY

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STUFF MADE **SIMPLE.**

PROPOSAL

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50 YEARS OF STUFF

Project name:
HALL COUNTY LIBRARY - EAST HALL

Salesperson:
GOLDSMITH,STEVE

SSC PRODUCT CURRENT LEAD TIME FROM ORDER DATE :
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ADD 1-2 WEEKS FOR DELIVERY LEAD TIME SUBJECT TO CHANGE

Rev. level:
1C

Project #:
347733

Drawn by:
K. CROWDER

Date printed:
2/26/2026

APPROVAL
This drawing is approved by:

DATE: _____

HALL COUNTY Library System

ALL RIGHTS RESERVED THIS MATERIAL IS PROPRIETARY AND CONFIDENTIAL, AND THE DATA CONTAINED HEREIN SHALL NOT BE DISCLOSED, REPRODUCED OR USED IN WHOLE OR IN PART FOR ANY PURPOSE WITHOUT THE WRITTEN PERMISSION OF PATTERSON POPE

AGENDA ITEM

Community Services and Parks

REPORT TO: **Work Session (06/09/26)**

REPORT TO: **Voting Meeting (06/11/26)**

ITEM NO: 279/2026

SUBJECT: Approve the renewal of the annual contract for Planned PEThood Veterinary Services for Animal Services to Planned PEThood of GA of Duluth, GA. The estimated annual cost is $241,800.00.

Meetings:

Work Session Date: 06/09/26 **Voting Meeting Date:** 06/11/26

Executive Summary:

Presenter: BH

Recommendation:
Approve.

Purpose of Request:
Approve the renewal of the annual contract for Planned PEThood Veterinary Services for Animal Services to Planned PEThood of GA of Duluth, GA. The estimated annual cost is $241,800.00.

History:

Facts and Issues:
This service is an exemption under the Purchasing Ordinance via Hall County Code Section 3.10.030 - Exemptions / Letter J for Licensed Health Professionals that includes Veterinary Services.

This contract can be considered for a year-to-year renewal since it is an exempt service per the purchasing ordinance.

Options:

Funding Requested	$ 241,800.00
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?	2026-06-30

Approvals:

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

Attachments:
Financial Supplement
Contract Signature Request
Renewal Contract - Planned PEThood

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 279/2026

Funds Requested: $ 241,800.00

Request Budgeted: Yes

Proposed Source of Funding:

General Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2027	100-GENERAL FUND	3910-ANIMAL SERVICES	521000-PROFESSIONAL SERVICES	$241,800.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: TG

Phone: 678-450-1587

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

CONTRACT RENEWAL SIGNATURE REQUEST

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andrew Youngblood

Date: May 5, 2026

To: David Gibbs, Chairman, BOC

From: Andrew Youngblood, Purchasing Manager

Your signature is requested to execute the attached Contract Renewal:

Bid/Contract Number: 001-2026

Bid/Contract Name: Planned PEThood Veterinary Services

Department(s) Requesting Contract: Animal Services

Award Recipient Name: Planned PEThood of GA

Contract Description:

☒ Annual Contract ☐ New ☒ Renewal

FY 2026 Projected Spend: $163,000.00

☐ Price Increase Requested Increase Percentage: N/A

☒ Project/Service Contract FY 2027 Estimated Amount:$241,800.00

☐ Product Contract Estimated Amount:

Comment:

Approve the annual contract renewal for Planned PEThood Veterinary Services for Animal Services to Planned PEThood of GA of Duluth, GA. The FY 2027 estimated amount has been reviewed against the proposed FY 2027 budget by Finance.

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andrew Youngblood

April 14, 2026

Planned PEThood of GA
2860 Buford Highway
Duluth, GA 30096
Attn: Zach Kmieciak
Chief of Staff
Email: zach@pethoodga.org
Ph: (312) 859-8632

Subject: 001-2026 Planned PEThood Veterinary Services

Dear Zach,

Please find attached Contract Renewal #1, extending the contract for year two (2) of possible two (2) year terms, to extend the Contract for one (1) additional year through June 30, 2027.

If you are in agreement with the renewal, please sign, notarize, and return the attached agreement. The County accepts digital signatures. An executed copy will be returned to you upon countersignature by the Hall County Board of Commissioners – after which the County will send you a Notice to Proceed for the renewal.

Please furnish an updated Certificate of Insurance along with a current W-9 form. Additionally, provide a current contact list including name(s), title(s), email address(es), and phone number(s) for your company, if there are any changes.

Please respond by April 24, 2025. Hall County appreciates your cooperation with this process.

Andrew Youngblood, Purchasing Manager
Issuing Officer
Hall County, Georgia

State of Georgia
County of Hall

Contract # 001-2026-1

Contract Renewal #1
for
Year Two (2) of Two (2)

Title: 001-2026 Planned PEThood Veterinary Services
Date: April 14, 2025

WHEREAS Contract #001-2026 remains in force between Hall County, Georgia (Herein "County") located at 2875 Browns Rd., Gainesville, Georgia 30504 and Planned PEThood of GA of 2860 Burford Highway, Duluth, GA 30096 until June 30, 2026; and

WHEREAS the Parties desire to extend the contract period for an additional one (1) year term from July 1, 2026, through June 30, 2027, in accordance with the same Terms and Conditions and pricing of Contract #001-2026 dated August 28, 2025; and

WHEREAS the Contractor has agreed to this renewal and agrees to provide services previously supplied in accordance with the original agreement; and

WHEREAS with both parties agreeing to the renewal as stated and therefore, the above numbered contract is hereby modified as follows:

1. By extending the contract term through June 30, 2027,

2. Allow for price adjustments, if any, as agreed and recorded on Attachment A below,

3. Change Orders: Any and all change orders must be approved by the County's Purchasing Division prior to any additional work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order may be rejected and not compensated.

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

State of Georgia
County of Hall

Contract # 001-2026-1

Attachment A

#001-2026 Planned PEThood Veterinary Services

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

IN WITNESS WHEREOF, said Parties have hereunto affixed their signature and seal on the day, month, and year below.

Planned PEThood of GA

By: _____

Print Name: CJ Be

Title: CEO

Sworn to and subscribed before me this

11th day of April, 2026.

Notary Public: _____

Notary commission expires: 8/29/27

[Locus Sigilli – Seal or Stamp]

LISA BRIDGES
MY COMMISSION EXPIRES
NOTARY PUBLIC
08/29/2027
HALL COUNTY, GEORGIA

Hall County, Georgia

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

Date: _____

Attestation: _____
Board of Commissioners Clerk

APPROVED AS TO FORM

_____
Nathaniel R. Anderson,
Senior Assistant County Attorney

AGENDA ITEM

Corrections and Maintenance

REPORT TO: **Work Session (06/09/26)**

REPORT TO: **Voting Meeting (06/11/26)**

ITEM NO: 326/2026

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

Meetings:

Work Session Date: 06/09/26 **Voting Meeting Date:** 06/11/26

Executive Summary:

Presenter: WDU

Recommendation:
Approve

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

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

Facts and Issues:
The reimbursement rate is $30 per day, per inmate.

Options:

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?	2026-06-30

Approvals:

Submit	Budget	Finance	Attorney
DU	JM	TS	JL
Administration		**Clerk**	

Administration	Clerk
CR	JR

Attachments:

IGA

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 326/2026

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	100-GENERAL FUND	3420-CORRECTIONAL INSTITUTE	342330-INMATE HOUSING	$-1,100,000.00

Budget Transfer Items:

Additional Information/Comments:

The above amount is an average for this revenue generating contract. Final revenue amount will vary some depending on inmate population.

Contact for Questions:

Phone:

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

THIS AGREEMENT is entered into the 1st day of July, 2026, by and between the GEORGIA DEPARTMENT OF CORRECTIONS, an agency of the State of Georgia ("Department"), and HALL COUNTY, a political subdivision of the State of Georgia ("County"), acting by and through its Board of County Commissioners, referred to individually as "Party" or together as "Parties."

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

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

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

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

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

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

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

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

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

6. Term of Agreement. The term of this Agreement shall be from July 1, 2026 until 11:59 p.m. on June 30, 2027 (the "Term"). The Parties may, by mutual agreement in writing, extend the Term for additional time periods.

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

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

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

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

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

10. Reimbursement of Medical Costs.

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

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

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

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

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

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

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

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

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

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

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

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

GEORGIA DEPARTMENT OF CORRECTIONS:

By: _____
Bryan S. Wilson
General Counsel

Date:_____

COUNTY:

By: _____

Print Name: _____

Title:_____

Date: _____

FACILITY WARDEN/SUPERINTENDENT

By: _____

Print Name: _____

Date: _____

AGENDA ITEM

Corrections and Maintenance

REPORT TO: **Work Session (06/09/26)**

REPORT TO: **Voting Meeting (06/11/26)**

ITEM NO: 350/2026

SUBJECT: Approve the renewal of the annual contract for IFB #009-45 Inmate Grocery & Meat Products Supply for the Correctional Institution to Performance Food Group, Inc. of Oakwood, GA and Sysco Atlanta of College Park, GA. The estimated annual cost is $517,140.00.

Meetings:

Work Session Date: 06/09/26 **Voting Meeting Date:** 06/11/26

Executive Summary:

Presenter: DU

Recommendation:
Approve.

Purpose of Request:
Approve the renewal of the annual contract for IFB #009-45 Inmate Grocery & Meat Products Supply for the Correctional Institution to Performance Food Group, Inc. of Oakwood, GA and Sysco Atlanta of College Park, GA. The estimated annual cost is $517,140.00.

History:

Both vendors are in good standing with the County.

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

Options:

Funding Requested	$ 517,140.00
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

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

Attachments:
Financial Supplement
Contract Signature Request
Contract Renewal - PFG
Contract Renewal - Sysco

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 350/2026

Funds Requested: $ 517,140.00

Request Budgeted: Yes

Proposed Source of Funding:

General Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2027	100-GENERAL FUND	3420-CORRECTIONAL INSTITUTE	531301-PRISONER MEALS	$517,140.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: DU

Phone: 770-531-6872

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: May 19, 2026

To: David Gibbs, Chairman, BOC

From: Mike Hawkins, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 009-45-2

Bid/Contract Name: Inmate Grocery and Meat Products Supply Annual Contract Renewal

Department(s) Requesting Contract: Corrections

Award Recipient Name: Performance Foodservice and Sysco Atlanta

Contract Description:

☒ Annual Contract ☐ New ☒ Renewal

Prior Year's Spend: $507,000.00

☐ Price Increase Requested Increase Percentage: N/A

☐ Project/Service Contract Estimated Amount: N/A

☒ Product Contract Estimated Amount: $517,140.00

Comment:

Both vendors are in good standing and have elected to renew their contracts.

Budget approved for FY2027.

HALL COUNTY
GEORGIA
We have it all in Hall

Hall County Government
FINANCIAL SERVICES
PURCHASING DIVISION

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

Performance Foodservice
3501 Old Oakwood Road
Oakwood, GA
Attn: Brian Handley

Subject: Contract#: 009-45-2, Inmate Grocery and Meat Products Supply - Fiscal Year 2027 Contract Renewal

Dear Brian,

Attached you will find your contract renewal, extending your present contract through June 30, 2027, as per the same terms and conditions of bid#: 009-45.

If you are in agreement with the renewal, please sign, notarize and return a copy of the attached agreement. The County does accept digital signatures. Do not fax documents back. A copy will be returned to you upon execution by Hall County.

Please furnish an updated Certificate of Insurance form along with a current W-9. Additionally, provide a current contact list including name(s), emails, and phone number(s) for your company.

I would request that you please respond by Friday, May 8, 2026. Hall County appreciates your cooperation with this process.

Mike Hawkins
Buyer
Hall County Board of Commissioners

State of Georgia
County of Hall

Contract# 009-45-2

Contract Renewal

Inmate Grocery and Meat Products Supply

April 22, 2026

Whereas, the County desires to renew the contract period for a one (1) year period through June 30, 2027, in accordance with the terms and conditions of Contract#. 009-45, Inmate Grocery and Meat Products Supply; and

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

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

1. By extending the Contract term through June 30, 2027,
2. Allow for price adjustments as agreed to and recorded in Attachment A,
3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved in writing prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved change order. If work is done before approval of a change order, the subsequent change order will be rejected.

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

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

Performance Foodservice

By: _____

Print Name: TROY CALVERT

Title: DISTRICT SALES MANAGER

Hall County, Georgia

By. _____

David Gibbs
Chairman
Hall County Board of Commissioners

Date: _____

Sworn to and subscribed before me this

7th Day of May, 2026

Notary Public: Nick Patel

Notary commission expires: 01-11-28

NICK PATEL
NOTARY PUBLIC
HALL COUNTY, GEORGIA
MY COMMISSION EXPIRES JANUARY 11, 2028

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

State of Georgia
County of Hall

Contract#: 009-45-2

Attachment A

Inmate Grocery and Meat Products Supply

April 22, 2026

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

* See attached

Item #	Description	Pack/Size	Brand	New price
228630	APPLESAUCE SWTND	6/#10CN	SLVR SRC	$54.95
228600	APPLESAUCE SWTND TFF	6/#10CN	WEST CRK	$64.85
970446	APTZ EGG ROLL VEG TFF FC FZ	72/3 OZ	MINH	$57.77
913000	BAG FOOD STORAGE PLAS 6X3X15"	1/1000 CT	HANDGARD	$32.53
083761	BEAN NAVY	6/#10CN	ALLENS	$35.80
151447	BEEF BOTTOM RND GOOSENECK	3/28 LB	PACKER	$5.09
035109	BEEF GRND FINE 81/19 FZ	6/10 LB	PACKER	$4.49
211774	BEEF ROAST SLCD .66 OZ CAP OFF	4/2.5LB	WEST CRK	$104.95
568638	BROTH BEEF NO MSG	12/49 OZ	WEST CRK	$47.65
873948	BROTH CHICKEN NO MSG TFF	12/49 OZ	WEST CRK	$45.15
010682	CAKE CHOC LYR RND 9 IN FZ	4/53 OZ	SARA LEE	$70.51
069518	CAKE COCONUT LYR RND 9"	4/55 OZ	SARA LEE	$72.70
244858	CAKE RED VELVET LYR RND 9" ICED	4/53 OZ	SARA LEE	$73.80
863496	CARROT DICED TFF	6/#10CN	WEST CRK	$38.50
863495	CARROT SLCD TFF	6/#10CN	WEST CRK	$38.50
1026611	CHEESE AMER SL YLW 160 CT	4/5 LB	WEST CRK	$54.44
055749	CHEESE CREAM LOAF	6/3 LB	PHILLY	$79.85
238641	CHEESE PARMESAN GRATED TUB	1/5 LB	ROMA	$22.78
465328	CHEESE RICOTTA WM FRSH	6/3 LB	PIANCONE	$48.39
190244	CHICKEN BRST SHRED FC FZ	1/30 LB	TIP TOP	$139.86
267899	CHICKEN TNDR 1.4 OZ BRD FZ	2/5 LB	REDLBLT	$24.99
034395	CHILI PWDR MILD NO MSG	6/18 OZ	MCCRMCK	$74.88
243613	CLEANER OVEN & GRILL	4/1 GA	FRST MRK	$69.57
044027	COFFEE MASTER BLND	42/1.25OZ	MXWL HSE	$44.75
239879	CONT FOAM 3C 9X9X3 WHI HNGD LG	2/100 CT	SLVR SRC	$23.58
510028	COOKIE DGH CHOC CHIP FZ	140/2 OZ	RICHS	$72.89
916626	COOKIE DGH OTML-RSN	107/3 OZ	DAVIDS	$64.78
684102	COOKIE DGH PEANUT BUTTER FZ	170/1.5OZ	HRTG OVN	$48.58
535784	COOKIE SNDWCH FUDGE RND	16/12 CT	FLDSTNBK	$49.50
535783	COOKIE SNDWCH OATMEAL CREME	16/12 CT	FLDSTNBK	$49.50
807258	COOKIE VAN WAFER	12/12 OZ	HRTG OVN	$27.75
969113	CRACKER SALTINE 2 PK	500/5.5GM	LANCE	$19.95
321329	CROUTON HMS LG SEASND	4/2.5LB	WEST CRK	$31.40
922391	EXTRACT VAN IMIT	4/1 GA	FRSTQLTY	$27.55
240308	FOIL HD 18" ROLL	1/500 FT	SLVR SRC	$52.50
810615	FORK PLAS MW WHI PP	1/1000 CT	FRST MRK	$19.90
242662	GARLIC PWDR	6/21 OZ	MCCRMCK	$128.92
252043	GLOVES			$20.85
438991	GRAVY MIX BRWN CNTRY STYLE TFF	6/16 OZ	WEST CRK	$29.94
978669	GRITS QUICK TFF	8/5 LB	QUAKER	$41.85
257539	HONEY BUN GLZD IW	144/1.76OZ	FLDSTNBK	$73.93
128471	JAM STRWBRY POUCH	200/0.5OZ	PPI	$17.79
998922	JELLY GRAPE POUCH	200/.5OZ	HEINZ	$14.67
989562	JELLY GRAPE TFF	6/#10CN	POLANER	$55.84
260559	JUICE LEMON PET RECONSTITUTED	4/1 GA	FSTBRAVA	$28.92
051290	KETCHUP 33% SOLID FCY	6/#10CN	HEINZ	$34.74
524801	LID STEAM PAN FS ALUM	1/50 CT	FRST MRK	$47.85
027757	MUFFIN MIX BASIC TFF	6/5 LB	GOLD MED	$79.65
270564	MUSHROOM PCS & STEM 68 OZ	6/#10CN	ASSOLUTI	$56.51
209258	OIL CANOLA CLR FRY	1/35 LB	WEST CRK	$43.79
318924	PAD SCOURING HD 6 X 9	1/15 CT	FRST MRK	$9.50
251644	PASTA MACARONI ELBOW	2/10 LB	LUIGI	$25.99
233367	PASTA PENNE RIGATE BULK	2/10 LB	ASSOLUTI	$28.95

256747	PASTA SPAGHETTI 10"	2/10 LB	LUIGI	$27.68
961634	PEANUT BUTTER CRMY	6/5 LB	PACKER	$54.86
375145	PEAR DICED IN EXTRA L/S TFF	6/#10CN	WEST CRK	$65.75
863490	PEAS GRN TFF	6/#10CN	SLVR SRC	$46.74
264697	PEPPER BLK TABLE GRIND	1/5 LB	ROMA	$57.59
615826	PEPPER CAYENNE GRND	6/14 OZ	MAGELLAN	$71.65
078616	PEPPERONI SLCD 14 CT 44 MM FZ	1/10 LB	ROMA	$53.89
910561	PEPPERS JALAPENO NACHO SLCD	6/#10CN	DEL SOL	$34.87
491570	POTATO TATER TOT FZ	6/5 LB	PACKER	$43.05
533555	PUDDING CHOC TFF	6/#10CN	SLVR SRC	$49.98
079975	RAVIOLI BEEF IN TOMATO &	6/#10CN	CHEF BOY	$63.44
628172	SALT GARLIC	1/41.25OZ	MAGELLAN	$17.45
317670	SAUCE CHEESE CHED TFF	6/#10CN	SLVR SRC	$57.69
312039	SAUCE HOT	4/1 GA	WEST CRK	$43.55
922471	SAUCE WORCESTERSHIRE	4/1 GA	FRSTQLTY	$26.71
997549	SAUSAGE KIELBASA ROPE SMKD FZ	1/12 LB	WEST CRK	$62.55
318936	SCRUBBER S/S 1.75 OZ	1/12 CT	SLVR SRC	$8.95
242702	SEASONING MONTREAL STK	6/29 OZ	MCCRMCK	$92.75
239597	SEASONING SEASON ALL	6/35 OZ	MORTON	$56.56
053205	SEASONING TACO NO MSG	6/9 OZ	SPICE CL	$4.91
265740	SOUP CREAM OF MUSHROOM	12/50 OZ	WEST CRK	$68.72
054035	STARCH CORN TFF	24/1 LB	ARGO	$39.99
337583	SYRUP PANCAKE TFF NHFCS	4/1 GA	SLVR SRC	$36.25
452792	TEA RED LABEL FILTER POUCH	32/4 OZ	BROMLEY	$34.85
426780	TRAY FOAM 5C WHI 8.25 X 10.25	4/125 CT	PACTIV	$54.95

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

Sysco Atlanta
2225 Riverdale Road
College Park, GA
Attn: Casey Campbell

Subject: Contract#: 009-45-2, Inmate Grocery and Meat Products Supply - Fiscal Year 2027 Contract Renewal

Dear Casey,

Attached you will find your contract renewal, extending your present contract through June 30, 2027, as per the same terms and conditions of bid#: 009-45.

If you are in agreement with the renewal, please sign, notarize and return a copy of the attached agreement. The County does accept digital signatures. Do not fax documents back. A copy will be returned to you upon execution by Hall County.

Please furnish an updated Certificate of Insurance form along with a current W-9. Additionally, provide a current contact list including name(s), emails, and phone number(s) for your company.

I would request that you please respond by Friday, May 8, 2026. Hall County appreciates your cooperation with this process.

Mike Hawkins
Buyer
Hall County Board of Commissioners

State of Georgia
County of Hall

Contract#: 009-45-2

Contract Renewal

Inmate Grocery and Meat Products Supply

April 22, 2026

Whereas, the County desires to renew the contract period for a one (1) year period through June 30, 2027, in accordance with the terms and conditions of Contract#: 009-45, Inmate Grocery and Meat Products Supply; and

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

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

1. By extending the Contract term through June 30, 2027,
2. Allow for price adjustments as agreed to and recorded in Attachment A,
3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved in writing prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved change order. If work is done before approval of a change order, the subsequent change order will be rejected.

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

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

Sysco Atlanta

By: _____

Print Name: Kasie O'Neal

Title: District Sales Manager

Hall County, Georgia

By. _____

David Gibbs
Chairman
Hall County Board of Commissioners

Date: _____

Sworn to and subscribed before me this

5 Day of May, 2026

Notary Public: Susan Rebecca Westbrook

Notary commission expires: 3/23/2029

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

OFFICIAL SEAL
SUSAN REBECCA WESTBROOK
Notary Public, Georgia
GWINNETT COUNTY
My Commission Expires
March 23, 2029

AGENDA ITEM

County Attorney

REPORT TO: **Work Session (06/09/26)**

REPORT TO: **Voting Meeting (06/11/26)**

ITEM NO: 373/2026

SUBJECT: Approval and authorization to declare approximately 0.032 acres of remnant right-of-way property owned by Hall County and located along Spout Springs Road adjacent to 6310 Looper Lake Drive, Flowery Branch, GA 30542 (Tax Parcel #15042 000040), to be surplus and unserviceable for County purposes, and to approve the conveyance of such property to Patricia Hortman by Quitclaim Deed pursuant to a Consent Order of the Superior Court of Hall County, subject to review and approval by the County Attorney.

Meetings:

Work Session Date: 06/09/26 **Voting Meeting Date:** 06/11/26

Executive Summary:

Presenter: JL

Recommendation:
Approval.

Purpose of Request:

Approval and authorization to declare approximately 0.032 acres of remnant right-of-way property owned by Hall County and located along Spout Springs Road adjacent to 6310 Looper Lake Drive, Flowery Branch, GA 30542 (Tax Parcel #15042 000040), to be surplus and unserviceable for County purposes, and to approve the conveyance of such property to Patricia Hortman by Quitclaim Deed pursuant to a Consent Order of the Superior Court of Hall County, subject to review and approval by the County Attorney.

History:
This item concerns a small remnant tract of approximately 0.032 acres located along Spout Springs Road adjacent to property owned by Patricia Hortman. The tract was conveyed to Hall County following roadway improvements associated with the Georgia Department of Transportation's Spout Springs Road project. Pursuant to a previously executed Consent Order entered in Hall County Superior Court, Hall County agreed to take the necessary steps to abandon and convey any County interest in the remnant property to Ms. Hortman. Staff has determined that the property is unserviceable for County purposes, cannot be advantageously utilized by the County, and is appropriate for conveyance by Quitclaim Deed in accordance with the Consent Order.

Facts and Issues:

Options:

The Board must determine whether the subject remnant tract constitutes unserviceable property under Section 3.10.180 of the Hall County Code of Ordinances and whether conveyance of the property is in the County's best interest. The tract consists of approximately 0.032 acres of remnant right-of-way adjacent to property owned by Patricia Hortman and has no practical independent use for County purposes. Approval of this item will authorize the County to fulfill its obligations under a prior Consent Order by conveying any County interest in the property to Ms. Hortman by Quitclaim Deed.

Approve or deny the Resolution and execution of the Quitclaim Deed.

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	Budget	Finance	Attorney
JL	JM	TS	JL
Administration		**Clerk**	
CR		JR	

Attachments:

Quitclaim Deed
Resolution

Above space reserved for recording

After recording, return to:

Hall County Law Department
P.O. Box 1435
Gainesville, GA 30503

STATE OF GEORGIA
HALL COUNTY

QUITCLAIM DEED

THIS INDENTURE, made this 11th day of June, 2026, between **HALL COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter "Grantor"), and **PATRICIA HORTMAN** (hereinafter "Grantee") (the terms "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:

WHEREAS, Grantor initiated a condemnation action against Grantee styled *Hall County, Georgia v. A Certain Parcel of Land Lying and Being in 1270 GMD of Hall County, Georgia, et al.,* Civil Action File No. 2019-CV-000265, in the Superior Court of Hall County, Georgia, on or about February 5, 2019; and

WHEREAS, the parties entered into a Joint Stipulation and Consent Order to Disburse Registry Funds ("Consent Order") in the aforementioned action, which was entered on or about August 17, 2020, and recorded in Deed Book 8687, Pages 607-640, in the Office of the Clerk of the Superior Court of Hall County, Georgia, pursuant to which Grantor agreed, upon satisfaction of certain conditions, to abandon and convey any interest it may have in certain remnant property adjoining the property of Grantee; and

WHEREAS, Grantor has determined that the conditions contemplated by the Consent Order have been satisfied and that execution of this Quitclaim Deed is appropriate and consistent with its obligations thereunder; and

WHEREAS, the Hall County Board of Commissioners has authorized the execution of this Quitclaim Deed, as it is in the public interest to abandon and release any claim or interest Hall County may have in and to the property described herein;

NOW, THEREFORE, for and in consideration of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor has bargained, sold, remised, released, and forever quitclaimed, and by these presents does bargain, sell, remise, release, and forever quitclaim unto Grantee all right, title, interest, claim, and demand that Grantor has or may have had in and to the following described property situated in Hall County, Georgia:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN G.M.D 1419, HALL COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGNNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY OF SPOUT SPRINGS ROAD (RIGHT OF WAY VARIES) WITH THE SOUTH RIGHT OF WAY OF PINEY GROVE CHURCH ROAD (40’ RIGHT OF WAY) HAVING A GEORGIA WEST STATE PLANE COORDINATE OF NORTHING: 1509728.78, EASTING: 2379928.25; THENCE ALONG THE SOUTH RIGHT OF WAY OF PINEY GROVE CHURCH ROAD (40’ RIGHT OF WAY) NORTH 67°01’30” WEST, A DISTANCE OF 111.33 FEET TO A POINT; THENCE THROUGH THE RIGHT OF WAY OF PINEY GROVE CHURCH ROAD THE FOLLOWING COURSES AND DISTANCES: NORTH 39°33’40” EAST, A DISTANCE 25.89 FEET TO A POINT; THENCE SOUTH 53°36’00” EAST, A DISTANCE OF 106.86 FEET TO THE **POINT OF BEGINNING**.

SAID TRACT CONTAINES 0.032 ACRES OR 1,381 SQUARE FEET.

This Quitclaim Deed is executed and this conveyance is made pursuant to and in fulfillment of the Consent Order entered on or about August 17, 2020, in Civil Action File No. 2019CV000265, and recorded in Deed Book 8687, Pages 607-640, Hall County, Georgia Clerk of Superior Court Records, and is intended solely to release and quitclaim to Grantee any right, title, interest, claim, or demand Hall County may have, if any, in and to the above-described property. Grantor makes no representation or warranty that it presently owns any interest in the property.

THIS CONVEYANCE IS MADE WITHOUT WARRANTY OF TITLE, EXPRESS OR IMPLIED. Nothing herein shall be construed to extinguish, impair, release, or otherwise affect any public utility easements, drainage easements, access easements, rights-of-way, governmental interests, or property rights held by any person or entity other than Grantor.

TO HAVE AND TO HOLD the said described premises unto Grantee, so that neither Grantor nor any person claiming by, through, or under Grantor shall at any time hereafter claim or demand any right, title, or interest in the aforesaid described premises, except as expressly reserved herein.

IN WITNESS WHEREOF, Grantor has caused this Quitclaim Deed to be executed under seal on the day and year first above written.

Signed, sealed and delivered
in the presence of:

HALL COUNTY, GEORGIA

_____
Unofficial Witness

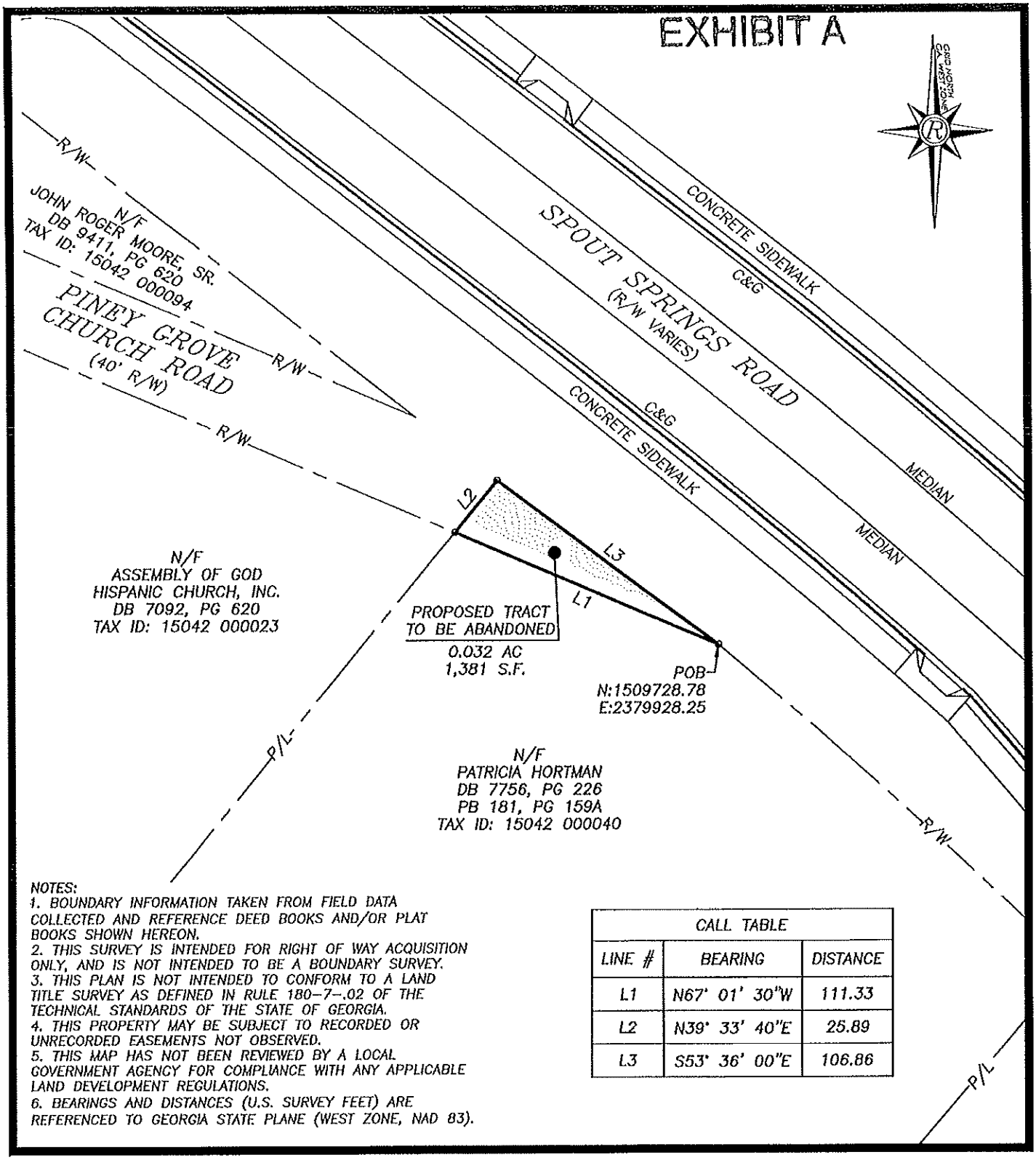
By: _____
David Gibbs, Chairman

_____
Notary Public
My Commission Expires:_____

Attest: _____(Seal)
Clerk

(Notary Seal)

EXHIBIT A



NOTES:
1. BOUNDARY INFORMATION TAKEN FROM FIELD DATA COLLECTED AND REFERENCE DEED BOOKS AND/OR PLAT BOOKS SHOWN HEREON.
2. THIS SURVEY IS INTENDED FOR RIGHT OF WAY ACQUISITION ONLY, AND IS NOT INTENDED TO BE A BOUNDARY SURVEY.
3. THIS PLAN IS NOT INTENDED TO CONFORM TO A LAND TITLE SURVEY AS DEFINED IN RULE 180-7-.02 OF THE TECHNICAL STANDARDS OF THE STATE OF GEORGIA.
4. THIS PROPERTY MAY BE SUBJECT TO RECORDED OR UNRECORDED EASEMENTS NOT OBSERVED.
5. THIS MAP HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.
6. BEARINGS AND DISTANCES (U.S. SURVEY FEET) ARE REFERENCED TO GEORGIA STATE PLANE (WEST ZONE, NAD 83).

CALL TABLE		
LINE #	BEARING	DISTANCE
L1	N67° 01' 30"W	111.33
L2	N39° 33' 40"E	25.89
L3	S53° 36' 00"E	106.86

SHEET	OF
1	1

DATE: 3/16/2026
SCALE: 1"=50'
JOB NO.: G205078.STV
DRAWN BY: MSA
FILE NO.: HORTMAN

ABANDONMENT EXHIBIT

HORTMAN TRACT

LOCATED IN:
GMD 1419
HALL COUNTY, GEORGIA

DCCM

DCCM Infrastructure, Inc.
425 Oak Street NW, Gainesville, GA 30501
770.718.0600 | DCCM.com

STATE OF GEORGIA

COUNTY OF HALL

RESOLUTION DECLARING CERTAIN REAL PROPERTY TO BE UNSERVICEABLE, ABANDONING ANY COUNTY INTEREST THEREIN, AND APPROVING THE CONVEYANCE OF SUCH PROPERTY BY QUITCLAIM DEED TO PATRICIA HORTMAN PURSUANT TO A CONSENT ORDER OF THE SUPERIOR COURT OF HALL COUNTY

WHEREAS, the State of Georgia, through its Department of Transportation ("GDOT") previously acquired certain right-of-way and related interests from Patricia Hortman in connection with improvements to Spout Springs Road; and

WHEREAS, following completion of such improvements, GDOT conveyed to Hall County, Georgia (the "County") certain remnant real property located adjacent to the property of Patricia Hortman, which remnant property is more particularly described in Exhibits "A" and "B" attached hereto and incorporated herein by reference (the "Remnant Property"); and

WHEREAS, the County and Patricia Hortman were parties to a condemnation action styled *Hall County, Georgia v. A Certain Parcel of Land Lying and Being in 1270 GMD of Hall County, Georgia, et al.,* Civil Action File No. 2019-CV-000265, Superior Court of Hall County, Georgia; and

WHEREAS, the parties entered into a Joint Stipulation and Consent Order to Disburse Registry Funds, entered or about August 17, 2020, and recorded in Deed Book 8687, Pages 607-640, in the Office of the Clerk of Superior Court of Hall County, Georgia (the "Consent Order"), attached hereto as Exhibit "C" and incorporated herein by reference, pursuant to which the County

agreed, upon satisfaction of certain conditions, to take the necessary steps to abandon and convey any interest it may have in the Remnant Property to Patricia Hortman; and

WHEREAS, the Hall County Board of Commissioners (the "Board") finds that the conditions contemplated by the Consent Order have been satisfied and that execution of the conveyance contemplated therein is appropriate and in the best interests of the County; and

WHEREAS, the Board has further determined that the Remnant Property constitutes unserviceable property as contemplated by Section 3.10.180 of the Hall County Code of Ordinances, that it cannot be advantageously utilized by the County for a public purpose, and that it is incapable of practical independent use under applicable zoning, subdivision, and land development regulations; and

WHEREAS, the Board desires to dispose of the Remnant Property in accordance with Section 3.10.180 of the Hall County Code of Ordinances, applicable provisions of Georgia law, and the terms of the Consent Order;

NOW, THEREFORE, BE IT RESOLVED by the Board that the Remnant Property described in Exhibits "A" and "B" is hereby declared to be unserviceable property pursuant to Section 3.10.180 of the Hall County Code of Ordinances.

BE IT FURTHER RESOLVED that any right, title, interest, claim, or demand of the County in and to the Remnant Property is hereby abandoned to the extent necessary to effectuate the conveyance contemplated herein.

BE IT FURTHER RESOLVED that the conveyance of the Remnant Property to Patricia Hortman by Quitclaim Deed is hereby approved pursuant to the Consent Order and applicable law.

BE IT FURTHER RESOLVED that the Chairman of the Board is authorized and directed to execute the Quitclaim Deed and any other documents reasonably necessary to effectuate the

conveyance of the Remnant Property to Patricia Hortman, subject to the review and approval of the County Attorney.

SO RESOLVED this the 11th day of, June, 2026

HALL COUNTY BOARD OF COMMISSIONERS

By: _____
David Gibbs, Chairman

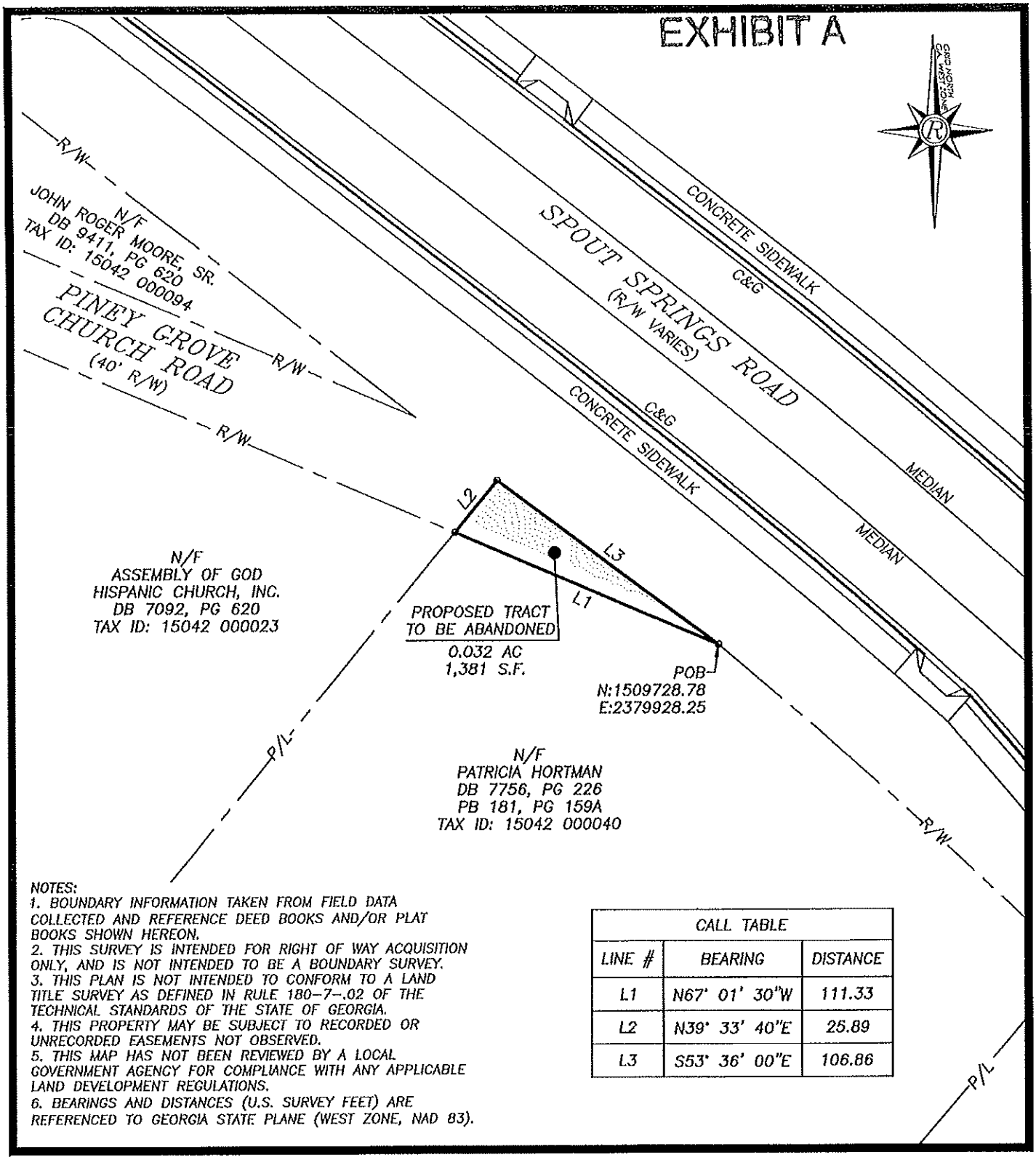
ATTEST:

_____ (SEAL)
Jennifer Rivera, County Clerk

APPROVED AS TO FORM:

_____
Justin Lawhon, County Attorney

EXHIBIT A



NOTES:
1. BOUNDARY INFORMATION TAKEN FROM FIELD DATA COLLECTED AND REFERENCE DEED BOOKS AND/OR PLAT BOOKS SHOWN HEREON.
2. THIS SURVEY IS INTENDED FOR RIGHT OF WAY ACQUISITION ONLY, AND IS NOT INTENDED TO BE A BOUNDARY SURVEY.
3. THIS PLAN IS NOT INTENDED TO CONFORM TO A LAND TITLE SURVEY AS DEFINED IN RULE 180-7-.02 OF THE TECHNICAL STANDARDS OF THE STATE OF GEORGIA.
4. THIS PROPERTY MAY BE SUBJECT TO RECORDED OR UNRECORDED EASEMENTS NOT OBSERVED.
5. THIS MAP HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.
6. BEARINGS AND DISTANCES (U.S. SURVEY FEET) ARE REFERENCED TO GEORGIA STATE PLANE (WEST ZONE, NAD 83).

CALL TABLE		
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SHEET	OF
1	1

DATE: 3/16/2026
SCALE: 1"=50'
JOB NO.: G205078.STV
DRAWN BY: MSA
FILE NO.: HORTMAN

ABANDONMENT EXHIBIT

HORTMAN TRACT

LOCATED IN:
GMD 1419
HALL COUNTY, GEORGIA

DCCM

DCCM Infrastructure, Inc.
425 Oak Street NW, Gainesville, GA 30501
770.718.0600 | DCCM.com

EXHIBIT B

LEGAL DESCRIPTION – PATRICIA HORTMAN

(ABANDONMENT)

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN G.M.D 1419, HALL COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY OF SPOUT SPRINGS ROAD (RIGHT OF WAY VARIES) WITH THE SOUTH RIGHT OF WAY OF PINEY GROVE CHURCH ROAD (40' RIGHT OF WAY) HAVING A GEORGIA WEST STATE PLANE COORDINATE OF NORTHING: 1509728.78, EASTING: 2379928.25; THENCE ALONG THE SOUTH RIGHT OF WAY OF PINEY GROVE CHURCH ROAD (40' RIGHT OF WAY) NORTH 67°01'30" WEST, A DISTANCE OF 111.33 FEET TO A POINT; THENCE THROUGH THE RIGHT OF WAY OF PINEY GROVE CHURCH ROAD THE FOLLOWING COURSES AND DISTANCES: NORTH 39°33'40" EAST, A DISTANCE 25.89 FEET TO A POINT; THENCE SOUTH 53°36'00" EAST, A DISTANCE OF 106.86 FEET TO THE **POINT OF BEGINNING**.

SAID TRACT CONTAINS 0.032 ACRES OR 1,381 SQUARE FEET.

EXHIBIT C

VB 9/8/20 CR 1129

ORIGINAL

EFILED IN OFFICE
CLERK OF SUPERIOR COURT
HALL COUNTY, GEORGIA
2019CV265B
JUDGE KATHLENE F. GOSSEL
AUG 17, 2020 02:51 PM

Charles Baker, Clerk
Hall County, Georgia

IN THE SUPERIOR COURT FOR THE COUNTY OF HALL
STATE OF GEORGIA

HALL COUNTY, GEORGIA

Petitioner

VS.

A CERTAIN PARCEL OF LAND LYING AND BEING IN 1270 GMD OF HALL COUNTY, GEORGIA, being a portion of the property owned by PATRICIA HORTMAN designated as Hall County Georgia, Map And Parcel No. 15042 0000040 and being a Portion Of PARCEL 128 as shown on the Plans For Department of Transportation, State of Georgia, Right of Way of Proposed Widening and Reconstruction, Spout Springs Road (CR 1287), Operational Improvements Between I-985 Southbound On/Off Ramps, and East of Union Circle, Phase I" dated April 17, 2015 With final revision date of September 24, 2018. Said plans are prepared by STV, Inc., and Referenced as JOB NO. 0009679, PARCEL 128 consisting of the following:

That certain RIGHT OF WAY shown on said Plans consisting of 0.104 acres, more or less;

That certain TEMPORARY EASEMENT FOR DEMOLITION OF EXISTING STRUCTURE consisting of 0.114 acres, more or less,

That certain TEMPORARY DRIVEWAY EASEMENT consisting of 0.055 acres, more Or less

HONORABLE PATTY WALTERS LAINE
Judge, Probate court of Hall County, Georgia

HONORABLE DARLA EDEN,
Tax Commissioner of Hall County, Georgia,

AND TO ANY AND ALL PERSONS HAVING OR CLAIMING ANY RIGHT OR INTEREST IN AND TO SAID PARCEL OF LAND.
Condemnees,

CIVIL ACTION

FILE NO. 2019-CV-265-B

FILED & RECORDED 09/09/2020 8:16 AM
DEED BOOK 8687 PAGES 607 - 640
FILING FEES: $0.00
RECORDED BY: NB
CLERK: Charles Baker, C.S.C Hall County, GA

SCANNED

JOINT STIPULATION AND CONSENT ORDER TO DISBURSE REGISTRY FUNDS

WHEREAS, the parties have participated in mediation where they resolved all issues presented in this action, subject to approval and further action by the Hall County Board of Commissioners, but the implementation of the settlement terms will take some time as it involves the necessary approval of non-parties. Because of such circumstance, both parties agree and fully intend to be bound by the terms of this Order after the administrative closing of the Order by the Clerk of Court.

The Parties have agreed and this Court orders as follows:

1.

Within 30 days of the entry of this Consent Final Disbursement Order, Condemnor shall pay the additional sum of $6,400.00 into the Registry of the Court, which together with the $35,900.00 already paid into the Court's registry, shall provide $42,300.00 as just and adequate compensation as agreed upon by the parties. Subject to full implementation of the settlement terms, Condemnee Hortman agrees to accept this sum of $42,300.00, in compromise and settlement of this action.

2.

At such time as GDOT transfers to Hall County its ownership interest in Spout Springs Road upon the completion of current improvements to said road, Condemnor agrees to take such steps as are necessary to abandon its interest in that portion of Piney Grove Road which abuts Condemnee Hortman's property designated as Tracts 1 and 2 as per that plat recorded at Plat /Slide Book 181, Page 159-A, Hall County records. See attached as Exhibit A hereof. Condemnor shall execute a quitclaim deed conveying its title to such property to Condemnee Hortman as a part of the abandonment process.

3.

Upon the completion of current construction improvements by GDOT, Condemnor agrees to take such steps as are necessary to insure that Condemnee Hortman is granted a residential curb cut on to Spout Springs Road to serve her real property designated as Tract 2 as per Exhibit "A" hereto.

4.

At such time as GDOT conveys title to Spout Springs Road to the Condemnor, Condemnor agrees to reconfigure the Right of Way of Spout Springs Road in the area that adjoins Condemnee Hortman's property (and/or convey title to such real property in that area) to insure that Tracts 1 and 2 of Hortman's property as per Exhibit "A", fronts on Spout Springs Road.

5.

As set forth in paragraph 2, Condemnor shall execute a quitclaim deed conveying its title to such property to Condemnee Hortman so that she receives the aforementioned Spout Springs Road frontage.

6.

The Parties agree and understand that Condemnor must seek and receive approval of the settlement terms from the Hall County Board of Commissioners, and Hall County must receive from the Georgia Department of Transportation title to Spout Springs Road. Condemnor agrees to consider such approval(s) and seek title to Spout Springs Road at its earliest opportunity.

WHEREFORE, there being no additional Condemnees making a claim for the funds so deposited into the Registry of the Court, the total sum of $42,300.00 shall be distributed to the Condemnee, Patricia Hortman, and shall be made payable to Patricia Hortman and sent to her attorney of record, James P. Blum, Jr., Blum & Campbell, 3000 Langford Road, Building 100,

Peachtree Corners, Georgia 30092, upon the Petitioner's payment of the additional funds referred I n Paragraph No. 1 above.

IT IS FURTHER ORDERED that a copy of this Order, along with a copy of the Petition herein be filed in the Deed Records of Hall County, Georgia, after which time the Clerk may close the file.

SO ORDERED this 8th day of August, 2020.

Judge, Superior Court of Hall County

CONSENTED TO AND AGREED TO:

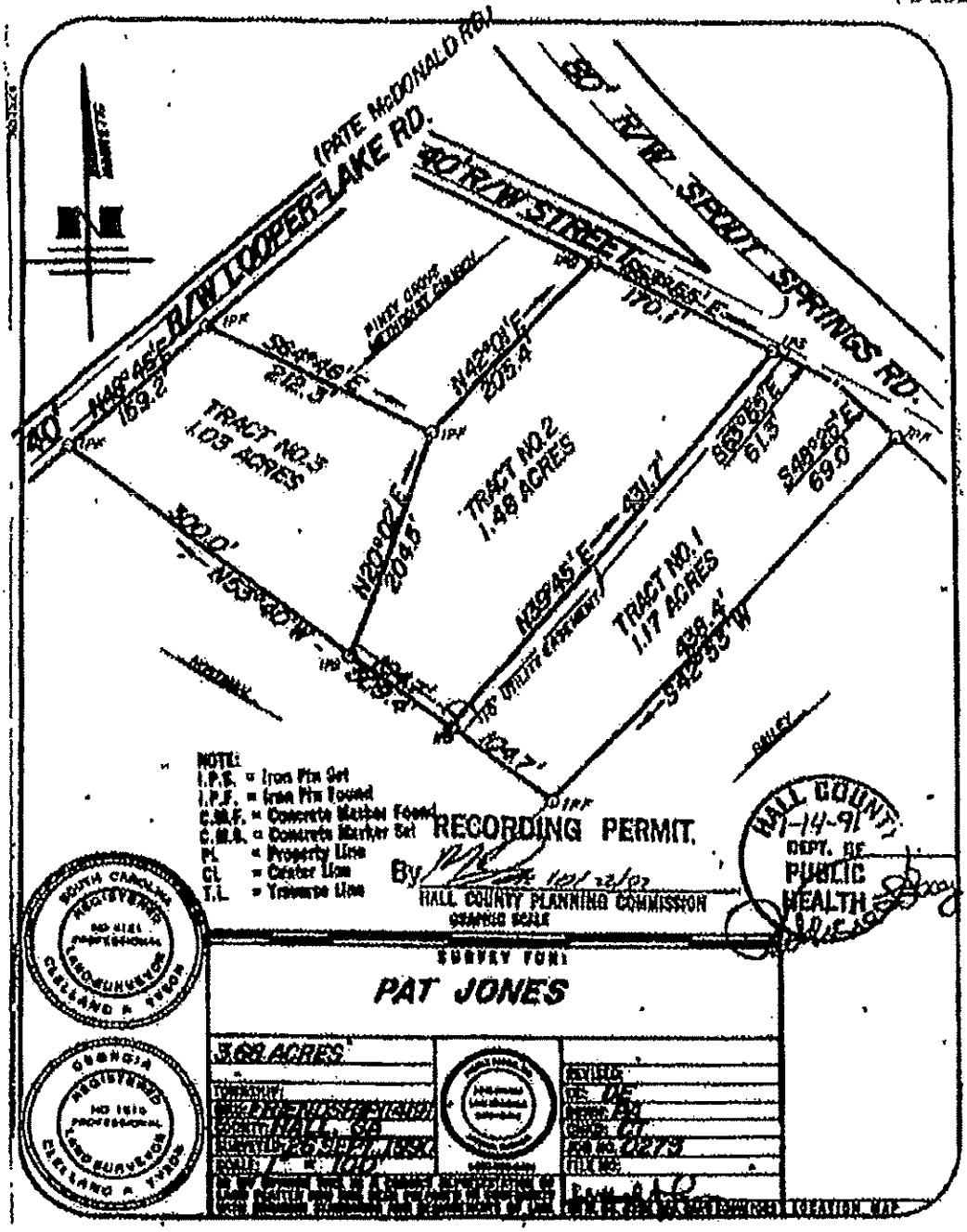
STEWART, MELVIN & FROST, LLP

William H. Blalock, Jr.
Georgia State Bar No. 061900
Attorney for Plaintiff-Condemnor
P. O. Box 3280
Gainesville, GA 30503
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BLUM & CAMPBELL, LLC

James P. Blum, Jr.
Georgia State Bar No. 064525
Attorney for Patricia Hortman
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470-365-2890
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PB 181/159A



Georgia, Hall County, Clerk Superior Court
Filed in office this 4th day of Sept
19 91 at 1 Recorded in Bldg. 181
Page 159 A
Dwight S. Wood, Clerk

EXHIBIT A

EXHIBIT
A

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a copy of the foregoing *JOINT STIPULATION AND CONSENT ORDER TO DISBURSE REGISTRY FUNDS* upon opposing counsel by depositing a copy of same in the United States Mail with adequate postage affixed thereto addressed to the following:

James P. Blum, Jr.
Blum & Campbell, LLC
3000 Langford Road, Building 100
Peachtree Corners, GA 30071

This 17th day of August, 2020.

William H. Blalock, Jr.
Georgia Bar No. 061900
Attorney for Condemnor

STEWART, MELVIN & FROST, LLP
P. O. Box 3280
Gainesville, GA 30503
(770) 536-0101

958487-2
5095406

AGENDA ITEM

Financial Services

REPORT TO: **Work Session (06/09/26)**

REPORT TO: **Voting Meeting (06/11/26)**

ITEM NO: 353/2026

SUBJECT: Approve the award of the annual contract for IFB #015-47 Uniform Purchases for various County departments to Strongpoint, LLC of Gainesville, GA, Uniforms Unlimited of Athens, GA, Smyrna Police Distributors of Smyrna, GA, S.T.A.R. Apparel & Plastics of Oakwood, GA, T & T Uniforms, Inc. of Austell, GA, Federal Eastern International, LLC of Jacksonville, FL, and G T Distributors, Inc. of Pflugerville, TX. The estimated annual cost is $140,944.00.

Meetings:

Work Session Date: 06/09/26 **Voting Meeting Date:** 06/11/26

Executive Summary:

Presenter: TS

Recommendation:
Approve.

Purpose of Request:
Approve the award of the annual contract for IFB #015-47 Uniform Purchases for various County departments to Strongpoint, LLC of Gainesville, GA, Uniforms Unlimited of Athens, GA, Smyrna Police Distributors of Smyrna, GA, S.T.A.R. Apparel & Plastics of Oakwood, GA, T & T Uniforms, Inc. of Austell, GA, Federal Eastern International, LLC of Jacksonville, FL, and G T Distributors, Inc. of Pflugerville, TX. The estimated annual cost is $140,944.00.

History:
All seven (7) vendors are in good standing with the County.

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

Options:

Funding Requested	$ 140,944.00
Are funds within current budget?	Yes
Source of Funds	Various
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes

Has it been reviewed by the County Attorney? Yes
Is there a deadline for this item?

Approvals:

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

Attachments:
Financial Supplement
Bid Tab
Signature Request Cover Sheet
Annual Contract - FEI
Annual Contract - GTD
Annual Contract - Smyrna
Annual Contract - Strongpoint
Annual Contract - T and T
Annual Contract - Uniforms Unlimited
Annual Contract - STAR

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 353/2026

Funds Requested: $ 140,944.00

Request Budgeted: Yes

Proposed Source of Funding:

Various

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2027	TBD	TBD	531700-UNIFORMS	$140,944.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: TS

Phone: 770-531-3900

	Summation of Bids Received																	
	Uniform Purchase Annual Contract			Smyrna Police Distributors		Strongpoint, LLC		S.T.A.R. Apparel & Plastics		T & T Uniforms, Inc.		Uniforms Unlimited		Federal Eastern International		GT Distributors	
	Annual Contract																
	IFB 015-47			Smyrna, GA		Gainesville, GA		Oakwood, GA		Austell, GA		Athens, GA		Jacksonville, FL		Pflugerville, TX	
	Description Name / #	Description	Qty	Price (EA)	Notes	Price (EA)	Notes	Price (EA)	Notes	Price (EA)	Notes	Price (EA)	Notes	Price (EA)	Notes	Price (EA)	Notes
1	5.11	5.11 Men's Rapid Performance S/S Polo Shirt, #41060	100	$52.00	S-3XL	$55.00	S-3XL	$55.00	S-3XL	$50.00	S-3XL	$42.50	S-3XL	$40.04	S-3XL	No Bid	S-3XL
2	5.11	5.11 Performance Polo Shirt , S/S , #71049	100	$50.00	XS-3XL	$50.00	XS-3XL	$50.00	XS-3XL	$46.00	XS-3XL	$39.00	XS-3XL	$36.52	XS-3XL	No Bid	XS-3XL
3	5.11	5.11 Tactical TacLite Pro S/S Shirt, #71175	100	$60.00	XS-3XL	$65.00	XS-3XL	$65.00	XS-3XL	$58.00	XS-3XL	$51.00	XS-3XL	$47.08	XS-3XL	No Bid	XS-3XL
4	5.11	5.11 Men's Tactical polo - 100% cotton jersey knit, #71182	20	$53.00	S-4XL	$55.00	S-4XL	$55.00	S-3XL	$50.00	S-3XL	$42.50	S - 4XL	$40.04	S-3XL	No Bid	S-3XL
5	5.11	5.11 Men's Twill PDU S/S shirt, #71183	20	$55.00	S-4XL	$60.00	S-4XL	No Bid	S-4XL	$60.25	S-4XL	$50.00	S - 4XL	Discontinued	S-4XL	No Bid	S-4XL
6	5.11	5.11 Bike Patrol Polo Shirt, #71322	75	$60.00	S-3XL	$65.00	S-3XL	$65.00	S-3XL	$60.25	S-3XL	$52.00	S - 4XL	$47.36	S-3XL	No Bid	S-3XL
7	5.11	5.11 Mens PDU Rapid Shirt S/S, #71332	10	Discontinued		$70.00	S-4XL	No Bid	S-4XL	$54.00	S-4XL	$52.00	S - 4XL	Discontinued	S-4XL	No Bid	S-4XL
8	5.11	5.11 Men's Taclite TDU S/S shirt, teflon treated, #71339	3	Discontinued		$70.00	XS-3XL	No Bid	XS-3XL	$46.00	XS-3XL	$39.00	S-3XL	$69.05	XS-3XL	No Bid	XS-3XL
9	5.11	5.11 Taclite Pro Pan, Men's S/S shirt, #74273	50	$60.00	30x30-44x34	$65.00	30x30-44x34	$65.00	30x30-44x34	$59.00	30x30-44x34	$51.00	28-44	$47.08	30x30-44x34	No Bid	30x30-44x34
10	5.11	5.11 Men's Tactical L/S Professional Polo Shirt, #42056	10	$58.00	S-3XL	$60.00	S-3XL	$60.00	S-3XL	$54.00	S-3XL	$46.50	S-3XL	$43.57	S-3XL	No Bid	S-3XL
11	5.11	5.11 Tactical Men's Performance L/S Polo Shirt, #72049	20	$55.00	S-3XL	$55.00	S-3XL	$55.00	S-3XL	$50.00	S-3XL	$42.50	S-3XL	$40.04	S-3XL	No Bid	S-3XL
12	5.11	5.11 Taclite Pro Shirt, #72175	20	$66.00	S-3XL	$75.00	S-3XL	$70.00	S-3XL	$64.00	S-3XL	$54.75	S-3XL	$50.88	S-3XL	No Bid	S-3XL
13	5.11	5.11 Mens PDU Rapid Shirt L/S, #72197	10	Discontinued		$75.00	S-6XL	$75.00	S-3XL	$58.00	S-3XL	$48.50	S-3XL	$47.08	S-3XL	No Bid	S-3XL
14	5.11	5.11 PDU Men's L/S Class A shirt, tact, #72344	20	Discontinued		$65.00	S-4XL	No Bid	S-4XL	$64.00	S-4XL	$54.00	S-3XL	$72.84	S-4XL	No Bid	S-4XL
15	5.11	5.11 Men's Tactical Pant, #74251	100	$60.00	32-40	$70.00	32-40	$70.00	32-40	$64.00	32-40	$55.00	S-3XL	Discontinued	32-40	No Bid	32-40
16	5.11	5.11 Men's Taclite Pro Pant, #74273	200	$60.00	32-50	$65.00	32-50	$65.00	32-50	$59.00	32-50	$51.00	28-44	$36.52	32-50	No Bid	32-50
17	5.11	5.11 Men's Stryke Pant, #74427	50	$90.00	30-60	$100.00	30-60	$100.00	30-60	$92.00	30-60	$78.50	28-44	$72.84	30-60	No Bid	30-60
18	5.11	5.11 Women's Tactical Professional S/S Polo Shirt, #41018	25	$58.00	S-3XL	$65.00	S-3XL	No Bid	S-3XL	$50.00	S-3XL	$42.00	S-3XL	Discontinued	S-3XL	No Bid	S-3XL
19	5.11	5.11 Women's Performance Polo S/S shirt, #61165	20	$50.00	XS-3XL	$50.00	XS-3XL	$50.00	XS-L	$46.00	XS-L	$39.00	S-3XL	$36.52	XS-L	No Bid	XS-L
20	5.11	5.11 Women's PDU Twill Shirt, L/S, #62064	20	Discontinued		No Bid		$65.00	XS-L	$50.00	XS-L	$54.00	S-3XL	Discontinued	XS-L	No Bid	XS-L
21	5.11	5.11 Women's Taclite Pro Pant, #64360	50	$60.00	4R-16R	$65.00	4R-16R	$65.00	4R-16R	$59.00	4R-16R	$51.00	2 - 20	$47.08	4R-16R	No Bid	4R-16R
22	5.11	5.11 Women's Stryke Pant, #64402	50	$92.00	4R-20R	$100.00	4R-20R	$100.00	4R-20R	$92.00	4R-20R	$78.50	2 - 20	$72.84	4R-20R	No Bid	4R-20R
23	5.11	5.11 Women's Stryke Pant, #74369	50	$87.00	30x30-44x34	$95.00	30x30-44x34	$95.00	30x30-44x34	$87.00	30x30-44x34	$74.00	28-44	$68.51	30x30-44x34	No Bid	30x30-44x34
24	5.11	5.11 Tactical Rain Jacket, Unisex, #48098	10	$250.00	XS-3XL	$175.00	XS-3XL	No Bid	XS-3XL	$92.00	XS-3XL	$102.00	S-3XL	Discontinued	XS-3XL	No Bid	XS-3XL
25	5.11	5.11 Sabre Jacket 2.0 - waterproof, #48112	10	$245.00	L-2XL	$300.00	L-2XL	No Bid	L-2XL	$270.75	L-2XL	$235.00	S-3XL	$212.45	L-2XL	No Bid	L-2XL
26	5.11	5.11 Tactical A.T.L.A.S. Men's Trainer shoes, #12429	20	$130.00	4R-14R	No Bid		No Bid		No Bid		discontinued		Discontinued		No Bid	
27	5.11	5.11 Tactical Women's A.T.A.C. 2.0 8" side zip tactical boot, #12403	20	$120.00	5R-10R	$135.00	5R-10R	$135.00	5R-10R	$117.00	5R-10R	discontinued		$92.36	5R-10R	No Bid	5R-10R
28	5.11	5.11 Sierra Bravo Keepers duty belt, #59508	20	$18.00		$15.00		$15.00		$13.00		discontinued		$12.14		No Bid	
29	5.11	5.11 TMT L1 tactical flashlight, #53031	5	Discontinued		No Bid		No Bid		No Bid		discontinued		Discontinued		No Bid	
30	5.11	5.11 nylon holster/ Molle L2, #53164	5	Discontinued		No Bid		No Bid		No Bid		discontinued		Discontinued		No Bid	
31	5.11	5.11 TPT L2 251 Black flashlight, #53225	5	Discontinued		No Bid		No Bid		No Bid		discontinued		Discontinued		No Bid	
32	5.11	5.11 VTAC utility pouches - 5 round shotgun bandolier, #56122	5	Discontinued		No Bid		No Bid		No Bid		discontinued		Discontinued		No Bid	
33	5.11	5.11 Flashlight holder, #56257	5	Discontinued		No Bid		No Bid		No Bid		discontinued		Discontinued		No Bid	
34	5.11	5.11 Tactical Sierra bravo latex glove pouch, #56258	5	$23.00		No Bid		$25.00		$21.00		$18.50		$17.27		No Bid	
35	5.11	5.11 TMT L2 tactical flashlight, #53032	10	Discontinued		No Bid		No Bid		No Bid		discontinued		Discontinued		No Bid	
36	5.11	5.11 Trainer Belt, 1.5" , #59409	10	$53.00	XS-4XL	$60.00	XS-4XL	$60.00	XS-4XL	$54.00	XS-4XL	$46.00		$43.29	XS-4XL	No Bid	XS-4XL
37	5.11	5.11 Men's Duty Belt, #59505	10	$65.00	XS-4XL	$70.00	XS-4XL	No Bid	XS-4XL	$66.00	XS-4XL	$55.00		$51.96	XS-4XL	No Bid	XS-4XL
38	5.11	5.11 SB Handcuff Cuff Pouch, #56246	10	$22.00		$25.00		$25.00		$21.00		$18.50		$17.27		No Bid	
39	5.11	5.11 Gas/Mace/Light Pouch, #56243	10	$22.00		$25.00		$25.00		$21.00		$18.50		$17.27		No Bid	
40	5.11	5.11 SB Dbl. Pistol Mg. Pouch, #56245	50	$38.00		$45.00		$35.00		$38.00		$32.00		$30.28		No Bid	
41	5.11	5.11 Blk Radio Pouch, #56247	10	$38.00		No Bid		$40.00		$34.00		$29.00		$27.30		No Bid	
42	A4	Men's cooling performance crew tee shirts, moisture management, polyester, #N3142	40	$24.00	S-4XL	No Bid		$7.00		$5.00		no bid		No Bid		No Bid	
43	Alboum Hat Co.	Campaign Hat Rain Cover - clear - L	1	$8.95		No Bid		No Bid		$6.00		$9.00		No Bid		No Bid	
44	American Body Armor	ABA Tac Carrier w/5 fixed pockets	1	$400.00		No Bid		No Bid		No Bid		no bid		No Bid		$375.00	
45	Ameriglo	Ameriglo Tall (Suppressor) sight set fits all glock except 42, 43 variants, XL serrated .315" front, flat black .394" rear, GL-429	50	$42.00		No Bid		No Bid		No Bid		no bid		No Bid		$36.47	
46	ASP-35710	ASP Black tungsten, usb, flashlight	1	$80.00		$116.00		No Bid		$138.75		$135.00		$97.70		$93.93	
47	ASP-56140	ASP Open top handcuff case	1	$50.00		$46.40		No Bid		$56.00		$43.50		$40.83		$37.57	
48	ASP-W-RSSB	ASP Rotating sidebreak baton scabbard for 26" expandable batons	1	$60.00		$61.60		No Bid		$74.00		$58.00		$52.35		$49.88	
49	Badgeholder	PFT-715-Blk-Round	1	No Bid		$15.10		No Bid		$16.00		$12.00		No Bid		No Bid	
50	Bella + Canvas	Unisex Jersey S/S tee shirt	20	$7.00	XL	No Bid		$8.00	XL	$7.00	XL	$10.00		No Bid	XL	No Bid	XL
51	Bella + Canvas	Unisex Jersey S/S tee shirt	30	$9.00	2XL	No Bid		$10.25	2XL	$7.00	2XL	$10.00		No Bid	2XL	No Bid	2XL
52	Bianchi - BIA17390	Bianchi 7300 AccuMold Covered cuff case	1	$34.00		No Bid		No Bid		$42.00		$32.00		No Bid		$25.16	
53	Bianchi - BIA31301	Bianchi 8002 PatrolTek double magazine pouch, black, size 2	1	Discontinued		No Bid		No Bid		No Bid		$29.00		No Bid		$22.95	
54	Blackhawk - 44B351BK	Nylon belt keepers 2.25" double snap	1	$18.00		No Bid		No Bid		$21.00		$21.00		$13.55		$12.31	
55	Blackinton	A2327-DE Rhodium Large Round Disc, BL-A2327-DE-R	1	$40.00		No Bid		No Bid		$60.00		no bid		$27.31		No Bid	
56	Blackinton	A2547 Hi-Glo with applied emblem, red enamel, double clutch backing with 2 horn A2908, Division Chief Collar brass, BL-A2547-HG	1	$54.00		No Bid		No Bid		$58.00		no bid		$40.26		No Bid	
57	Blackinton	A2547 Hi-Glo with applied emblem, red enamel, double clutch backing with 2 vertical horn A2909-2, Captain Collar brass, BL-A2547-HG	1	$54.00		No Bid		No Bid		$58.00		no bid		$40.26		No Bid	
58	Blackinton	A2547 Hi-Glo with applied emblem, red enamel, double clutch backing with 3 horn A2907, Division Chief Collar brass, BL-A2547-HG	1	$54.00		No Bid		No Bid		$58.00		no bid		$40.26		No Bid	

59	Blackinton	A2547 Hi-Glo with applied emblem, red enamel, double clutch backing with 4 horn A2906, Asst. Chief Collar brass, BL-A2547-HG	1	$54.00		No Bid		No Bid		$58.00		no bid		$40.26		No Bid	
60	Blackinton	A2547 Hi-Glo with applied emblem, red enamel, double clutch backing with 5 horn A2905, Chief Collar brass, BL-A2547-HG	1	$54.00		No Bid		No Bid		$58.00		no bid		$40.26		No Bid	
61	Blackinton	A2817-DE Rhodium Lieutenant Hat, w/red enamel, NO RANK SEAL, BL-A2816-DE-R	1	$68.00		No Bid		No Bid		$81.00		$63.00		$93.87		No Bid	
62	Blackinton	B1160 Rho-Glo Finish, Block Blue lettering, CAPTAIN, Georgia seal, safety catch, BL-B1160-RG	1	$110.00		No Bid		No Bid		$130.00		$115.00		$93.87		No Bid	
63	Blackinton	B1160 Rho-Glo Finish, Block Blue lettering, DIVISION CHIEF, Georgia seal, safety catch, BL-B1160-RG	1	$110.00		No Bid		No Bid		$130.00		$115.00		$93.87		No Bid	
64	Blackinton	B1160 Rho-Glo Finish, Block Blue lettering, Georgia seal, safety catch, BL-B1160-RG	1	$110.00		No Bid		No Bid		$130.00		$115.00		$93.87		No Bid	
65	Blackinton	B547 Rho-Glo Finish, Block Black lettering, A3028 Seal with red enamel and silver rim, BL-B547RG	1	$90.00		No Bid		No Bid		$134.00		$115.00		$77.37		No Bid	
66	Blackinton	B682 Hi-Glo 6 point star badge, Hi-Glo,	1	$95.00		$159.50		No Bid		$134.00		$120.00		$96.33		No Bid	
67	Blackinton	J201 American Flag Bar Rhodium, 2 Nail, BL-J201-R	1	$20.00		$25.10		No Bid		$21.00		$18.00		$15.37		No Bid	
68	Blackinton - A4117	Blackinton A4117 - Medal of Valor	1	$77.00		$98.50		No Bid		$83.00		$75.00		$59.59		No Bid	
69	Blackinton - J61 Bars	Blackinton P1300-Gld-X-CBRASS	1	$13.00		$11.60		No Bid		$10.50		$8.00		$7.24		No Bid	
70	Blackinton - J63 Bars	Blackinton P1302-Gld-X-CBRASS	1	$13.00		$11.60		No Bid		$10.50		$8.00		$7.24		No Bid	
71	Blackinton Awardbar	Blackinton # A4616, F-GT	1	$23.00		$25.10		No Bid		$21.00		$18.00		$15.37		No Bid	
72	Blackinton Awardbar	Award Bar, Blackiinton # A8392, D-GT	1	$23.00		$25.10		No Bid		$21.00		$18.00		$15.37		No Bid	
73	Blackinton Awardbar	Award Bar, Blackinton # A8392, C-GT	1	$23.00		$25.10		No Bid		$21.00		$18.00		$15.37		No Bid	
74	Blackinton Awardbar	Award Bar, Blackinton # A8392, E-GT	1	$23.00		$25.10		No Bid		$21.00		$18.00		$15.37		No Bid	
75	Blackinton Awardbar	Blackinton # A4616, G-GT	1	$23.00		$25.10		No Bid		$21.00		$18.00		$15.37		No Bid	
76	Blackinton Awardbar	Blackinton # A4616, W-GT	1	$23.00		$25.10		No Bid		$21.00		$18.00		$15.37		No Bid	
77	Blackinton Awardbar	Blackinton # A8074, B-GT	1	$23.00		$25.10		No Bid		$21.00		$18.00		$15.37		No Bid	
78	Blackinton Awardbar	Blackinton # A8074, GT	1	$23.00		$25.10		No Bid		$21.00		$18.00		$15.37		No Bid	
79	Blackinton Awardbar	Blackinton # A8285, A-GT	1	$23.00		$25.10		No Bid		$21.00		$18.00		$15.37		No Bid	
80	Blackinton Awardbar	Blackinton # A8285, GT	1	$23.00		$25.10		No Bid		$21.00		$18.00		$15.37		No Bid	
81	Blackinton Awardbar	Blackinton #A11272, GT award bar	1	$23.00		$25.10		No Bid		$21.00		$18.00		$15.37		No Bid	
82	Blackinton Awardbar	Blackinton #A4616, C-Rhodium	1	$23.00		$25.10		No Bid		$21.00		$18.00		$15.37		No Bid	
83	Blackinton Awardbar	Blackinton #A4616, E-GT	1	$23.00		$25.10		No Bid		$21.00		$18.00		$15.37		No Bid	
84	Blackinton Awardbar	Bravery Medal, Blackinton # A8365, KK-GA	1	$180.00		$291.50		No Bid		$210.00		$220.00		$351.45		No Bid	
85	Blackinton Badge	Blackinton 1627DE - Gold - GA	1	$115.00		$157.50		No Bid		$210.00		$95.00		$118.02		No Bid	
86	Blackinton Badge	Blackinton B682 - HC - Gunmt - GA	1	$65.00		$99.70		No Bid		$241.00		$69.00		$56.52		No Bid	
87	Blackinton Badge	Blackinton B682 - HC - Higlo - GA	1	$95.00		$159.50		No Bid		$132.00		$115.00		$96.58		No Bid	
88	Blackinton Badge	Blackinton B956 - Higlo-GA	1	$105.00		$168.50		No Bid		$141.00		$110.00		$101.76		No Bid	
89	Blackinton Badge	Blackinton Purple Heart Medal KK-GA - #A10929	1	$125.00		$171.00		No Bid		$141.00		$125.00		$102.26		No Bid	
90	Blackinton Bar Holder	Blackinton # SB1-A-GT	1	$9.00		$7.10		No Bid		$7.00		$15.00		$4.53		No Bid	
91	Blackinton Bar Holder	Blackinton # SB2-A-GT	1	$9.00		$8.60		No Bid		$8.00		$15.00		$5.43		No Bid	
92	Blackinton Bar Holder	Blackinton # SB3-A-GT	1	$9.00		$10.00		No Bid		$9.00		$15.00		$6.27		No Bid	
93	Blackinton Bar Holder	Blackinton # SB4-A-GT	1	$18.00		$16.40		No Bid		$14.00		$15.00		$10.13		No Bid	
94	Blackinton Bar Holder	Blackinton # SB5-A-GT	1	$18.00		$18.00		No Bid		$16.00		$15.00		$11.09		No Bid	
95	Blackinton Bar Holder	Blackinton # SB6-A-GT	1	$20.00		$19.50		No Bid		$17.25		$15.00		$12.00		No Bid	
96	Blackinton Bar Holder	Blackinton # SB7-A-GT	1	$23.00		$26.10		No Bid		$22.75		$15.00		$15.97		No Bid	
97	Blackinton ID Badge	Blackinton #V801 Clear Pocket Carrier with Blackinton #B682P badge	1	$140.00		No Bid		No Bid		$171.00		$49.00		No Bid		No Bid	
98	Blackinton Medal	Blackinton Distinguished Service Metal, #A2619	1	$125.00		$142.00		No Bid		$119.00		$110.00		No Bid		No Bid	
99	Blackinton Namebar	Blackinton J3-GOLD-BLK letter	1	$18.00		$19.90		No Bid		$17.00		$17.00		$12.99		No Bid	
100	Blackinton Namebar	Blackinton J3-SIL-BLK letter	1	$18.00		$19.90		No Bid		$17.00		$17.00		$12.99		No Bid	
101	Blackinton Namebar	Blackinton-A2388 - Gold letter	1	$25.00		$30.80		No Bid		$26.00		$35.00		$18.80		No Bid	
102	Blackinton Namebar	Blackinton-V801 Gold Plate	1	$32.00	No badge, just namebar	No Bid		No Bid		$66.00		$49.00		No Bid		No Bid	
103	Blackinton Nameplate	Nameplate, gold electroplate and Rhodium #C558C, black block lettering	1	$19.00		$30.80		No Bid		$26.00		$17.00		No Bid		No Bid	
104	Cherokee	Royal blue scrub pants, #4200	60	No Bid	S-4XL	No Bid		No Bid		No Bid		$14.40		No Bid		No Bid	
105	Cherokee	V neck royal blue scrub top, #1845	60	No Bid	S-4XL	No Bid		No Bid		No Bid		$16.20		No Bid		No Bid	
106	Condor	Condor Summit Softshell jacket	2	No Bid	S-3XL	$123.99	S-3XL	No Bid	S-3XL	$114.00	S-3XL	no bid		$86.48	S-3XL	No Bid	S-3XL
107	Condor	Condor XPC Exo Plate Carrier	1	No Bid		$111.95		No Bid		$102.00		no bid		$77.20		No Bid	
108	Condor	Condor Double Kangaroo Mag Pouch, black #MA51-002	1	No Bid		No Bid		No Bid		$19.25		no bid		$17.33		No Bid	
109	Cornerstone	ANSI 107 Class 3 water resist windbreaker, #CSJ25	5	$55.00	S-XL	$75.00	L-4XL	$56.95	L-4XL	$55.00	L-4XL	$46.00		No Bid	L-4XL	No Bid	L-4XL
110	Cornerstone	Duck cloth hooded work jacket, #J763H	5	$65.00	S-XL	$96.00	L-4XL	$68.95	L-4XL	$68.00	L-4XL	$57.00		No Bid	L-4XL	No Bid	L-4XL
111	Cornerstone	Ind. Pocketless polo shirt, safety yellow, #CS402	10	$23.00	S-XL	No Bid		$20.00	L-3XL	$17.00	L-3XL	discontinued		No Bid	L-3XL	No Bid	L-3XL
112	Cornerstone	Tactical S/S shirt, #CS403	30	$23.00	S-L	No Bid		$15.50	S-L	$17.00	S-L	discontinued		No Bid	S-L	No Bid	S-L
113	Cornerstone	Tactical S/S shirt, #CS411	10	$32.00	S-XL	$25.00	S-4XL	$34.75	S-4XL	$30.00	S-4XL	$26.00		No Bid	S-4XL	No Bid	S-4XL
114	Cornerstone	Snag Proof S/S shirt, #CS412	10	$33.00	S-XL	$25.00	S-4XL	$29.75	S-4XL	$26.00	S-4XL	$26.00		No Bid	S-4XL	No Bid	S-4XL
115	Cornerstone	Women's snag-proof polo shirt, #CS413	10	$33.00	S-XL	$40.00	S-4XL	$29.75	S-4XL	$26.00	S-4XL	$22.00		No Bid	S-4XL	No Bid	S-4XL
116	Danner	Danner Men's Acadia uninsulated uniform boots, #21210	10	$305.00		No Bid		No Bid		$417.00		no bid		No Bid		No Bid	
117	Danner	Danner Men's Mojave GTX Waterproof military boot, #26025	10	Discontinued		No Bid		No Bid		No Bid		no bid		No Bid		No Bid	
118	Dickie's	Dickie's Pant, #DCK-874	60	No Bid		No Bid		No Bid		$35.00		$31.00		No Bid		No Bid	
119	Dutyman	1.5" Black basketweave velcro inner duty belt, #DUT-5121U	10	$42.00		No Bid		No Bid		$36.00		$27.50		No Bid		$25.30	
120	Eiseman-Ludmar	Gold & BLK -- SM Captain collar brass, #EIS02086	1	$14.00		No Bid		No Bid		$10.00		$8.00		No Bid		No Bid	
121	Eiseman-Ludmar	Gold-X and BLK collar brass, #EIS-2078	1	$14.00		No Bid		No Bid		$10.00		$8.00		No Bid		No Bid	
122	Eiseman-Ludmar	Gold and BLK collar brass, #EIS-2080A	1	$14.00		No Bid		No Bid		$13.00		$8.00		No Bid		No Bid	
123	Eiseman-Ludmar	Gold-X and BLK collar brass, #EIS-2087	1	$14.00		No Bid		No Bid		$10.00		$8.00		No Bid		No Bid	
124	Elbeco	Elbeco L/S shirt -- custom badge tab with metal eyelets to fit "Blackinton #B682" badge, #ELB-5612	30	No Bid		No Bid		No Bid		$68.00		discontinued		No Bid		No Bid	

125	Elbeco	Elbeco l/s shirt – custom badge tab with metal eyelets to fit "Blackinton #B682" badge, #ELB-5622	30	No Bid		No Bid		No Bid		$68.00		discontinued		No Bid		No Bid	
126	Elbeco	Elbeco Ripstop ADU S/s shirt – custom badge tab with metal eyelets to fit "Blackinton #B682" badge, #ELB-5632	20	No Bid		No Bid		No Bid		$63.00		discontinued		No Bid		No Bid	
127	Elbeco	Elbeco Ripstop ADU S/s shirt – custom badge tab with metal eyelets to fit "Blackinton #B682" badge, #ELB-5642	50	No Bid		No Bid		No Bid		$63.00		discontinued		No Bid		No Bid	
128	Elbeco	Elbeco Men's Ripstop ADU Pant, #ELB-5700	150	No Bid		No Bid		No Bid		$65.00		discontinued		No Bid		No Bid	
129	Elbeco	Elbeco Men's Ripstop ADU Pant, #ELB-5710	20	No Bid		No Bid		No Bid		$65.00		discontinued		No Bid		No Bid	
130	Flying Cross	Flying Cross, S/S shirt, FC-85R78Z	20	No Bid		No Bid		No Bid		$58.00		$53.00		No Bid		No Bid	
131	Flying Cross	Flying Cross, L/S shirt, #FC-33W78Z	20	No Bid		No Bid		No Bid		$73.00		$61.00		No Bid		No Bid	
132	Flying Cross	Flying Cross, L/S shirt, #FC-85R78Z	20	No Bid		No Bid		No Bid		$58.00		$53.00		No Bid		No Bid	
133	Flying Cross	Women's L/S polyester shirt, #FC-126R78Z	1	No Bid		No Bid		No Bid		$55.00		$61.00		No Bid		No Bid	
134	Flying Cross	Flying Cross Men's Polyester Gabardine Pant, #FC3900	20	$69.00		No Bid		No Bid		$58.00		$49.50		No Bid		No Bid	
135	Flying Cross	Flying Cross Female Polyester Gabardine Pant, #FC3900W	20	$69.00		No Bid		No Bid		$58.00		$49.50		No Bid		No Bid	
136	Gall's	Handcuff key - cuff pocket clip #1P-R121	1	$13.00		No Bid		No Bid		$8.00		$10.00		No Bid		No Bid	
137	Gildan	Gildan tee shirts, #Gildan 2000	40	$7.00		$14.00		$5.75	S-XL	$6.75	S-XL	$8.00		No Bid	S-XL	No Bid	S-XL
138	Glock	G41 Gen 4 MOS Pistol .45 ACP, EGLOCK-UG41502MOS	50	$429.00		No Bid		No Bid		No Bid		no bid		No Bid		$429.00	
139	Glock	Glock 21/41 Magazine .45 ACP 13 rds.,# GLOCK-MF21113	60	$21.50		No Bid		No Bid		No Bid		no bid		No Bid		$20.50	
140	Gould & Goodrich	G&G leather restraint belt w/buckle		$60.00		No Bid		No Bid		$109.00		no bid		$65.31		$65.00	
141	HSGI	Stun Gun #TACO - 11SG00	9	$50.00		$62.00		No Bid		$70.00		no bid		$43.12		$42.36	
142	HSGI	Sure Grip Padded Belt, slotted, #33PB01	30	$120.00		$140.00		No Bid		$162.00		no bid		$98.58		$98.12	
143	Jerzees	Sweatshirt	10	$20.00	S-XL	$30.00		$15.55	S-XL	$16.50	S-XL	$18.00		No Bid	S-XL	No Bid	S-XL
144	Jerzees	Jerzees 50/50 Jersey knit polo shirt, #437	60	$15.00	S-XL	$20.50		$12.25	S-XL	$13.00	S-XL	$12.00		No Bid	S-XL	No Bid	S-XL
145	Law Enforcement	GOLDMYLAR/GOLDACOR Campaign hat cord	1	$13.50	W. Alboum	No Bid		No Bid		$9.00		$9.50		No Bid		No Bid	
146	Law Enforcement	SH-39-BRN 3 pc. leather strap for uniform hat	1	$10.00	W. Alboum	No Bid		No Bid		$8.50		$9.00		No Bid		No Bid	
147	Law Enforcement	SILVMYLR/SILVACORN Campaign hat cord	1	$13.50	W. Alboum	No Bid		No Bid		$10.00		$9.50		No Bid		No Bid	
148	Maxpedition	1712B Double Handcuff Pouch, Black	1	No Bid		No Bid		No Bid		No Bid		no bid		No Bid		No Bid	
149	Maxpedition	3" Tac Ties, black, set of 4 - #9903B	1	No Bid		No Bid		No Bid		No Bid		no bid		No Bid		No Bid	
150	Maxpedition	5" Tac Ties, black, set of 4 - #9905B	1	No Bid		No Bid		No Bid		No Bid		no bid		No Bid		No Bid	
151	Maxpedition	Adj. large phone/radio holster w/buckle enc.	1	No Bid		No Bid		No Bid		No Bid		no bid		No Bid		No Bid	
152	Merrell	Cham 7 Slam Luna Leather shoes #J12063	1	No Bid		No Bid		No Bid		$121.00		discontinued		No Bid		No Bid	
153	Merrell	Cham 7 Slam Luna Leather shoes #J12065	1	No Bid		No Bid		No Bid		$121.00		discontinued		No Bid		No Bid	
154	Merrell	Cham 7 Slam Luna Leather shoes #J32889	1	No Bid		No Bid		No Bid		$121.00		discontinued		No Bid		No Bid	
155	Merrell	Men's Agility Peak Shoes, #J17763	1	No Bid		No Bid		No Bid		$159.00		discontinued		No Bid		No Bid	
156	Merrell	Moab 2 8" Tactical boot, #J15845	1	No Bid		$190.00		No Bid		$146.00		$126.00		No Bid		No Bid	
157	Monadnock	Front Draw Holster, #3034	1	$48.00		No Bid		No Bid		No Bid		$47.00		No Bid		$35.95	
158	Monadnock	AutoLock Expandable Black Chrome 26" Baton	1	$147.00		No Bid		No Bid		$57.00		$235.00		No Bid		$175.91	
159	Monadnock	Baton holder, front draw swivel, black in color, #MON3034 or equivalent	1	$57.00		No Bid		No Bid		$57.00		$47.00		No Bid		$35.95	
160	Monadnock	Batons, auto Lok-22, power safety tip, black chrome finish with super grip, MON9452 or equivalent	1	$220.00		No Bid		No Bid		$284.00		$235.00		No Bid		$173.64	
161	Monadnock	Handcuff Key - cuff pocket clip	1	$13.00		No Bid		No Bid		No Bid		$10.00		No Bid		$8.53	
162	Nebo	Redline flashlight, #NEBO-5615 SE	1	No Bid		No Bid		No Bid		No Bid		$31.00		No Bid		No Bid	
163	Nightstick	Flashlight, multi-function rechargable, personal-size, #NSR-9924XL	1	$135.00		No Bid		No Bid		$186.00		no bid		$134.73		$135.37	
164	Nike	Gold Dri-Fit men's micro pique shirt, #363807	1	$36.00		No Bid		$30.75	XS-XL	$34.00	XS-XL	$33.00		No Bid	XS-XL	No Bid	XS-XL
165	Nike	Nick Sphere dry cap, low profile 6 panels, adjustable velcro closure, #247077	1	$25.00		No Bid		$24.75		$29.00		$22.50		No Bid		No Bid	
166	OTTO	6-panel polyester pro mesh cap, hook and loop closure, #19-366	1	$13.00	Plain-No Embelishments	No Bid		$8.95		$10.50		$8.50		No Bid		No Bid	
167	OTTO	Caps – #19-251	1	No Bid		No Bid		$8.50		$10.00		$8.50		No Bid		No Bid	
168	OTTO	Otto Polyester pro mesh gray undervisor low profile style caps – #19-366	1	No Bid		No Bid		$8.95		$10.50		$8.50		No Bid		No Bid	
169	Premiere Emblem	Premiere Emblem Years Service Bars (Various)	1	$2.00	Roll of 100	No Bid		No Bid		$6.00		$6.00		No Bid		No Bid	
170	Premiere Emblem	Premiere Emblem - Hashmarks - 5 Serv. Stripes - chevrons	1	$3.50	Per set	No Bid		No Bid		$6.00		$4.00		No Bid		No Bid	
171	Premiere Emblem	Premiere Emblem Invest. - chevrons	1	$3.95	Per set	No Bid		No Bid		$6.00		$4.00		No Bid		No Bid	
172	Premiere Emblem	Premiere Emblem Staff Sgt - chevrons	1	$3.50	Per set	No Bid		No Bid		$6.00		$4.00		No Bid		No Bid	
173	Peerless	Leg irons, , carbon steel construction, Peerless #1703 or equivalent	1	$135.00		No Bid		No Bid		$76.00		$64.60		No Bid		$54.46	
174	Peerless	Black chain cuffs, #PE-4711 Model 701C	1	$36.00		No Bid		No Bid		$39.00		$35.00		No Bid		$27.44	
175	Peerless	Blue chain link handcuff, #PE-4712N #750	1	$48.00		No Bid		No Bid		$57.00		$35.00		No Bid		$35.98	
176	Perfect Fit	Perfect Fit Recessed ID Badge Clip, Black #716	1	No Bid		$23.60		No Bid		$20.00		$17.00		No Bid		No Bid	
177	Port & Co.	Black Knit Cap, #CP90	1	$6.50		$5.00		$3.50		$4.50		$3.50		No Bid		No Bid	
178	Port Authority	ANSI Class 3 heavyweight safety parka, #J799S	5	$115.00	S-XL	$190.00		$139.00	XS-XL	$151.00	XS-XL	$125.00		No Bid	XS-XL	No Bid	XS-XL
179	Port Authority	Ladies 3/4 sleeve meridian cotton blend polo shirt, #L578	20	Discontinued		$20.00	$30.00-2XL-4XL	$16.95	XS-XL	$19.00	XS-XL	discontinued		No Bid	XS-XL	No Bid	XS-XL
180	Port Authority	Ladies Concept Henley Tunic, 62/33/5, poly/rayon/spandex jersey knit, 3 button henley placket, #LK5432	20	$25.00	XS-XL	$30.00	$40.00-2XL-4XL	Discontinued		$26.00	$27.00-2XL, $28.00-3X-4X	discontinued		No Bid		No Bid	
181	Port Authority	Ladies L/S Easy care shirt, #L608	20	$28.00	XS-XL	$45.00		$23.25	XS-XL	$26.00	XS-XL	$21.00		No Bid	XS-XL	No Bid	XS-XL
182	Port Authority	Ladies Pinpoint mesh 1/2-zip, 100% polyester, cadet collar, #L806	20	$25.00	XS-XL	$40.00		$24.75	XS-XL	$27.00	$28.00-2X-3X	$22.00		No Bid	XS-XL	No Bid	XS-XL
183	Port Authority	Ladies Silk Touch Performance L/S polo, #L540LS	20	$21.00	S-XL	$32.00		$17.25	XS-XL	$19.00	$20.00-2X-3X	$16.00		No Bid	XS-XL	No Bid	XS-XL
184	Port Authority	Ladies Silk Touch pique 3/4 sleeve sport shirt, #L562	20	$21.00	S-XL	No Bid		$17.95	XS-XL	$19.00	$20.00-2X-3X	discontinued		No Bid	XS-XL	No Bid	XS-XL
185	Port Authority	Micro Fleece Jacket, #F223	5	$36.00	XS-XL	$40.00		$23.25	XS-XL	$26.00	$27.00-2X-3X	$21.50		No Bid	XS-XL	No Bid	XS-XL
186	Port Authority	Challenger Jacket, #SM-J754	10	$48.00	XS-XL	$80.00		$49.95	XS-XL	$55.00	$57.00-2X-3X	$45.00		No Bid	XS-XL	No Bid	XS-XL

187	Propper	Duty Fleece Jacket - #F5431	5	$80.00	S-XL	No Bid		$45.00		No Bid		discontinued		Discontinued		No Bid	
188	Propper	Duty Fleece Jacket - #F5433	5	$80.00	S-XL	No Bid		$199.99		$147.00		discontinued		Discontinued		No Bid	
189	Propper	I.C.E. Polo Shirt, S/S, #F5341	20	$38.00		$44.99		$45.00		$38.00		$35.00		$32.20		No Bid	
190	Propper	Polo shirt, #F534172	10	$38.00		$44.99		$45.00		$38.00		$35.00		$32.20		No Bid	
191	Propper	Propper BA Softshell Duty Jacket 2/0, #F5483	20	$130.00		$149.99		$149.99		$132.00		$125.00		$109.31		No Bid	
192	Propper	Propper Jacket -# F5473-75	20	Discontinued		No Bid		$50.00		No Bid		discontinued		Discontinued		No Bid	
193	Propper	Propper Jacket -# F5474-07	20	Discontinued		No Bid		$60.00		No Bid		discontinued		Discontinued		No Bid	
194	Propper	Propper Kinetic Pant #F52944	10	$57.00		$69.99		$70.00		$59.00		$55.00		$49.07		No Bid	
195	Propper	Rapid release belt, #F5364	30	Discontinued		$59.99		No Bid		$53.00		discontinued		$43.05		No Bid	
196	Propper	Women's Polo shirt, S/S, w/embroidery, #F5327	20	$48.00	W/embroidery	$59.99		$45.00		$54.00		$41.00		$32.20		No Bid	
197	Propper	Women's uniform polo, L/S, #F5396	20	$31.00		$29.99		$30.00		$28.00		$27.00		$23.77		No Bid	
198	Propper	Women's Light weight Tactical Pant, #ZF5254	10	$50.00		$54.99		No Bid		No Bid		$44.50		$39.43		No Bid	
199	Protech	PTA- Impac Plate, 5 x 8, #MT0058	1	$140.00		No Bid		No Bid		No Bid		no bid		No Bid		$150.57	
200	Protech	37/40mm less lethal pouch, #PTA-PT12	1	$20.00		No Bid		No Bid		No Bid		no bid		No Bid		$19.89	
201	Protech	Single side arm mag pouch, #PTA-TP10	1	$20.00		No Bid		No Bid		No Bid		no bid		No Bid		$19.89	
202	Protech	Double side arm mag pouch, #PTA-TP10A	1	$30.00		No Bid		No Bid		No Bid		no bid		No Bid		$31.25	
203	Protech	Triple side arm mag pouch, #PTA-TP10B	1	$30.00		No Bid		No Bid		No Bid		no bid		No Bid		$31.25	
204	Protech	Mk III/IV Pouch, #PTA-TP13	1	$22.00		No Bid		No Bid		No Bid		no bid		No Bid		$22.73	
205	Protech	Expandable baton/ flashlight pouch, #PTA-TP14A	1	$25.00		No Bid		No Bid		No Bid		no bid		No Bid		$25.57	
206	Protech	Expandable 26" baton pouch, #PTA-TP14B	1	$32.00		No Bid		No Bid		No Bid		no bid		No Bid		$34.10	
207	Protech	Single cuff pouch, #PTA-TP17	1	$22.00		No Bid		No Bid		No Bid		no bid		No Bid		$22.73	
208	Protech	Double handcuff pouch, #PTA-TP17A	1	$25.00		No Bid		No Bid		No Bid		no bid		No Bid		$25.57	
209	Protech	Utility pouch 4x8 vertical, #PTA-TP19A	1	$30.00		No Bid		No Bid		No Bid		no bid		No Bid		$31.25	
210	Protech	Utility pouch 4x8 horizontal, #PTA-TP19B	1	$30.00		No Bid		No Bid		No Bid		no bid		No Bid		$31.25	
211	Protech	Tactical medic pouch, #PTA-TP20	1	$45.00		No Bid		No Bid		No Bid		no bid		No Bid		$48.30	
212	Protech	Tactical radio pouch, #PTA-TP21	1	$32.00		No Bid		No Bid		No Bid		no bid		No Bid		$34.10	
213	Protech	Radio pouch w/bungee - universal, #PTA-TP21A	1	$40.00		No Bid		No Bid		No Bid		no bid		No Bid		$34.10	
214	Protech	Hydration pouch, #PTA-TP22	1	$47.00		No Bid		No Bid		No Bid		no bid		No Bid		$51.14	
215	Red House	Slim-fit Non-Iron twill shirt, #RH80	20	Discontinued		No Bid		Discontinued		$34.00		discontinued		No Bid		No Bid	
216	Rothco	Cold Weather Gloves, #4494 - L	10	$15.00		$24.99		No Bid		$43.00		$19.00		No Bid		No Bid	
217	Rothco	Midweight thermal knit bottom, #2839	10	$24.00		$32.99		No Bid		$26.00		$26.00		No Bid		No Bid	
218	Rothco	Midweight thermal knit top, #2829	10	$27.00	S-3XL	$32.99		No Bid		$27.00		$27.00		No Bid		No Bid	
219	Rothco	Military ECWCS Gen III Level II Balaclava head covering, #5569	10	$6.75		$7.99		No Bid		$7.00		$7.00		No Bid		No Bid	
220	Rothco	Special Ops Soft Shell Security Jacket, #ROT97670	5	$115.00	Up to 4XL	$167.99	$199.99-2XL-4XL	No Bid	$199.99-2XL-4XL	$136.00	$199.99-2XL-4XL	$113.00		No Bid	$199.99-2XL-4XL	No Bid	$199.99-2XL-4XL
221	Safariland	2.0 Soft Trauma plate, 5"x8", #SBA-STP-5"x8"	130	$50.00		No Bid		No Bid		$40.00				No Bid		$34.10	
222	Safariland	Glock 34/35 x300U, #SAF-6354RDS-6832-481	30	$130.00		No Bid		No Bid		$210.00		$175.00		No Bid		$181.51	
223	Safariland	6360RDS Glock 34/35 x300U, SAF-6360RDS-6832-481	30	$150.00		No Bid		No Bid		$247.00		$205.00		No Bid		$167.59	
224	Safariland	ALS Concealment Belt Loop Holster - Black - fits Glock 22 & 23 #6377	1	$65.00		No Bid		No Bid		No Bid		$185.00		No Bid		$53.53	May not be available in Basketweave
225	Safariland	ALS Low-Ride, Level III Retention Duty Holster w/ SLS - fits Glock 22 & 23 - Black #6365	1	$130.00		No Bid		No Bid		No Bid		$185.00		No Bid		$153.69	
226	Safariland	ALS/SLS Mid ride level III duty holster Glock 35 #SAF-6360-6832-411	10	$130.00		No Bid		No Bid		$206.00		$205.00		No Bid		$139.45	
227	Safariland	ALS/SLS tactical holster with quick release Glock 35 Swat drop leg holster #SAF-6305-6832-131	1	$176.00		No Bid		No Bid		$289.00		$225.00		No Bid		$195.10	
228	Safariland	Ballistic vest, female cut, #SBA-SX02-II-F	10	$950.00	Panels Only	No Bid		No Bid		No Bid		no bid		No Bid		$1,065.35	
229	Safariland	Ballistic vest, male cut, #SBA-SX02-II-M	150	$950.00	Panels Only	No Bid		No Bid		No Bid		no bid		No Bid		No Bid	
230	Safariland	Garrison belt basket weave	10	$65.00		No Bid		No Bid		$25.00		$84.00		No Bid		$45.89	
231	Safariland	Handcuff case, Black basketweave finish, #SAF-90-4HS or equivalent	1	$35.00		No Bid		No Bid		$55.00		$48.00		No Bid		$34.42	
232	Safariland	Holster with light Glock 17 or 22 #SAF-6360-832-411	1	$130.00		No Bid		No Bid		$206.00		$205.00		No Bid		$139.45	
233	Safariland	M1 Concealable carrier, #SBA-M1	200	$150.00		No Bid		No Bid		No Bid		no bid		No Bid		$129.42	
234	Safariland	Magazine holder, Black basketweave finish #SAF77-83-4HS or equivalent	1	$33.00		No Bid		No Bid		$55.00		$45.00		No Bid		$36.48	
235	Safariland	Molded belt keeper, #65-4-2PBL	1	$24.00		No Bid		No Bid		$25.00		$25.00		No Bid		$16.48	
236	Safariland	OC Holder, #7909, Black basketweave finish with hidden snap**must fit Def Tec MK3 1.3 OC Foam OC Spray, Def Tec MK3 1.3 OC Foam, #7909 or equivalent	1	$32.00		No Bid		No Bid		$41.00		$21.00		No Bid		$13.10	
237	Safariland	SBA Impac-MT 5"x8", #SBA-1001632	150	$140.00		No Bid		No Bid		No Bid		no bid		No Bid		$150.57	
238	Safariland	SBA Tactical Assault Carrier w/MOLLE, #SBA-TAC1-MWB	30	$310.00		No Bid		No Bid		No Bid		no bid		No Bid		$298.30	
239	Safariland	Tactical outer carrier w/fixed pocket, #SBA-TAC1-PKT	150	$400.00		No Bid		No Bid		No Bid		no bid		No Bid		$375.00	
240	Safariland	Universal radio pouch for HT1000 radio and others, black basketweave finish #762	1	$45.00		No Bid		No Bid		No Bid		$55.00		No Bid		$47.36	
241	Safariland	White cotton parade gloves with snap cuff design #WG1000S	1	$6.00		No Bid		No Bid		$8.00		$7.00		No Bid		No Bid	
242	Samuel Broome	Polyester 3" Clip-on men's tie with buttonholes (Brown 5) 20" #90043	1	$8.00		No Bid		No Bid		$9.00		$8.00		No Bid		No Bid	
243	Samuel Broome	Polyester 3" Clip-on women's tie with buttonholes (Brown 5) #90051	1	$8.00		No Bid		No Bid		$9.00		$8.00		No Bid		No Bid	
244	Samuel Broome	Polyester 3.5" Clip-on men's tie with buttonholes (Brown 5) 22" #90063	1	$8.50		No Bid		No Bid		$9.00		$9.00		No Bid		No Bid	
245	Samuel Broome	X-Long Black tie	1	$9.00		No Bid		No Bid		$9.00		$9.00		No Bid		No Bid	
246	San Mar	Shorts, #ST310	10	$21.00	S-XL	$32.00		$18.00	XS-XL	$20.00	$21.00-2X, $22.00-3X-4X	$18.00		No Bid	XS-XL	No Bid	XS-XL
247	Second Chance	SC Body Armor Tactical Assault Carrier "TAC" fixed pockets	1	$400.00		No Bid		No Bid		No Bid		no bid		No Bid		No Bid	
248	Second Chance	SC Summit Lv II, APEX2 carrier, #SM02	1	$950.00	Panels Only	No Bid		No Bid		No Bid		no bid		No Bid		No Bid	

249	Sig Sauer	ROME05 XDR Compact Red Dot Sight, #SIG-SOR52102	50	No Bid		No Bid		No Bid		No Bid		no bid		No Bid		No Bid	
250	Smith & Wesson	S&W Nickel plated chained handcuffs, #110	1	$36.00		No Bid		No Bid		$61.00		$50.00		No Bid		No Bid	
251	Sport Tek	Ladies Micro Pique V-neck polo, snag resistant fabric, #LST650	30	$23.00		$34.00		$19.25	XS-XL	$22.00	$23.00-2X, $24.00-3X	$19.50		No Bid	XS-XL	No Bid	XS-XL
252	Stratton Hats	Stratton Straw Campaign Style -Double Brim Hat, #STR-S540DB	1	$110.00		No Bid		No Bid		$117.00		$105.00		No Bid		No Bid	
253	Streamlight	Stinger Flashlight traffic want #75903	1	$8.95		No Bid		No Bid		$9.00		$8.50		$6.57		$5.93	
254	Tactical Research	Tactical Research, Men's Waterproof 8" military Side Zip Boots, #TR960Z	20	$122.00		No Bid		No Bid		$144.00		$135.00		No Bid		No Bid	
255	Tagua IPH4-330	Tagua Blackk-x holster, #IPH4-330	1	No Bid		No Bid		No Bid		No Bid		no bid		No Bid		No Bid	
256	The Fire Store	Spiewak Police safety vest, Hi-Vis yellow, black trim lettering POLICE #S912P	1	$42.00		No Bid		No Bid		$46.00		no bid		No Bid		No Bid	
257	Trijicon	RMR Type 2 Adjustable LED Red Dot Site 3.25 MOA, #TRI-RM06-C-700672	50	$485.00		No Bid		No Bid		No Bid		$290.00		No Bid		$492.18	
258	Tru-Spec	Tru-Spec 5 Star Field Shirt, 24-7, S/S, #1091007	2	$25.00		No Bid		No Bid		No Bid		discontined		No Bid		No Bid	
259	Tru-Spec	Tru-Spec 5 Star Rnge belt, 24-7, 2 ply - #4091003	2	$15.75		No Bid		$16.00		No Bid		discontined		No Bid		No Bid	
260	Tru-Spec	Tru-Spec Dress Shirt, S/S, #1344	2	Discontinued		No Bid		No Bid		No Bid		discontined		No Bid		No Bid	
261	Tru-Spec	Tru-Spec H20 Proof 3-in-1 parka, (#Z2410) Black, (#Z2411) Navy	1	$100.00		No Bid		No Bid		No Bid		discontined		No Bid		No Bid	
262	Tru-Spec	Tru-Spec H20 Proof Element 3-in-1 Jacket	5	$85.00	S-XL	No Bid		No Bid		No Bid		no bid		No Bid		No Bid	
263	Tru-Spec	Tru-Spec Light Weight Field shirt, L/S, #1101	5	$26.00		No Bid		No Bid		No Bid		discontined		No Bid		No Bid	
264	Tru-Spec	Tru-Spec Performance women's L/S polo shirt #Z4420	10	$34.00		No Bid		$42.95		$38.00		$33.00		No Bid		No Bid	
265	Tru-Spec	Tru-SpecPerformance women's S/S polo shirt #Z4375	10	$35.00		No Bid		$42.95		$38.00		$33.00		No Bid		No Bid	
266	Tru-Spec	Tru-Spec Women's Original Tactical Pant, #1095	10	$50.00		$54.95		No Bid		$54.00		$48.00		No Bid		No Bid	
267	Tru-Spec	Tru-Spec 24-7 Series Tactical Pant - #1062009	10	$50.00		$59.95		$53.75		$54.00		$48.00		$39.07		No Bid	
268	Tru-Spec	Tru-Spec 24-7 Series Tactical Pant, Women, #1035091	10	$57.00		$54.95		$69.95		$65.00		$58.00		$46.49		No Bid	
269	Tru-Spec	Tru-Spec 24-7 Series Tactical Pant, Women, #1036005	10	$57.00		$54.95		$69.95		$65.00		$58.00		$46.49		No Bid	
270	Tru-Spec	Tru-Spec, Men's Original Tactical Pant, #1060	10	$50.00		$59.95		No Bid		$54.00		$48.00		No Bid		No Bid	
271	Tru-Spec	Tru-Spec Women's Ascent Pant, #1032	10	$57.00		$72.95		No Bid		$65.00		$58.00		No Bid		No Bid	
272	Tru-Spec	Tru Spec Women's Ascent Pant, #1036	10	$57.00		$72.95		No Bid		$65.00		$58.00		No Bid		No Bid	
273	Uncle Mike's	Suspenders, #35862, or equivalent, black in color	1	$45.00		No Bid		No Bid		$51.00		discontinued		No Bid		No Bid	
274	Under Armour	UA Patrol Pant - Women's #1254097	10	No Bid		No Bid		No Bid		No Bid		no bid		No Bid		No Bid	
275	Under Armour	UA Storm Tactical Patrol Pants, #1265491	10	No Bid		No Bid		No Bid		No Bid		no bid		No Bid		No Bid	
276	Under Armour	US Stellar Tac Side Zip boot, #1303129-001	1	$120.00		No Bid		No Bid		$125.00		no bid		No Bid		No Bid	
277	Tru-Spec	Tru-Spec Men's Polyester/Cotton Pant, #Z1060	10	$57.00		$59.95		No Bid		$53.00		$48.00		No Bid		No Bid	
278	Tru-Spec	Tru-Spec 24-7 Series Tactical Pant, #Z1060050	10	$57.00		$59.95		$53.75		$54.00		$48.00		$39.07		No Bid	
279	Tru-Spec	Tru-Spec Men's Polyester/Cotton Pant, #Z1062	10	$57.00		$59.95		$53.75		$54.00		$48.00		No Bid		No Bid	
280	Tru-Spec	Tru-Spec Polyester/Cotton Pant, #Z1064	10	$57.00		$59.95		$53.75		$54.00		$48.00		No Bid		No Bid	
281	Tru-Spec	Tru-Spec Polyester/Cotton Pant, #Z1079	10	$57.00		$59.95		$53.75		$54.00		$48.00		No Bid		No Bid	
282		Knit tobogan cap, "Resource Recovery" logo embroidered in yellow - black	10	No Bid		No Bid		$7.25		$14.00		$9.00		No Bid		No Bid	
283		Black security hat, adjustable, light weight mesh, low profile embroidered 9275	10	No Bid		No Bid		$11.25		$16.00		$14.00		No Bid		No Bid	
284		"Crime Scene" Barrier Tape	50	No Bid		No Bid		No Bid		$17.00		no bid		No Bid		No Bid	
285		"Caution" Barrier Tape	50	No Bid		No Bid		No Bid		$17.00		no bid		No Bid		No Bid	
286		Embroidery charges	1	$75.00	Per Logo Setup Fee	$15.00		$8.00		$16.00-LC Logo, $10.00-Name 1 Line, $22.00-Back		$5.00		No Bid		No Bid	
287	EMB-HCCI-Gold	Embroidery	1	$9.00	Per Garment	$15.00		$8.00		$16.00		$6.00		No Bid		No Bid	
288	EMB-HCCI-Seal-Gold	Embroidery	1	$10.00	Per Garment	$15.00		$8.00		$16.00		$6.00		No Bid		No Bid	
289	EMB-NAME-ONE	Embroidery	1	$9.00	Per Garment	$15.00		$5.00		$10.00		$4.00		No Bid		No Bid	
290		Hemming	1	$2.50	If purchased elsewhere	$10.00		No Bid		$10.00		$7.00		No Bid		No Bid	
291		Patch Placement	1	$2.00	Per patch	$5.00		$7.00		$4.00		$3.00		No Bid		No Bid	
292		Patch Removal	1	$2.00	Per patch	$2.00		$2.50		$0.00		$3.00		No Bid		No Bid	
	Bids sent out: 35 (H) 2																
	Bids rec'd: 7 (H) 2																
	No bids: Brown & Bigelow, NAFECO																

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

CONTRACT EXECUTION SIGNATURE REQUEST

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

Date: May 26, 2026

To: David Gibbs, Chairman, BOC

From: Mike Hawkins, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 015-47

Bid/Contract Name: Uniform Purchase Annual Contract

Department(s) Requesting Contract: Multiple

Award Recipient Name: Smyrna Police Distributors, Strongpoint, LLC, S.T.A.R. Apparel & Plastics, T & T Uniforms, Inc., Uniforms Unlimited, Federal Eastern International and GT Distributors

Contract Description:

☒ Annual Contract ☒ New ☐ Renewal

Prior Year's Spend: N/A

☐ Price Increase Requested Increase Percentage: N/A

☐ Project/Service Contract Estimated Amount: N/A

☒ Product Contract Estimated Amount: 140,944.00

Comment:

This will be from a pool of seven (7) vendors, for various uniform purchases for multiple departments.

The FY 2027 Estimated Amount has been reviewed against the projected FY 2027 budget by Finance.

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6717

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andrew Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
Exhibit B – Contract for Services

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT#; 015-47

For the provision of

Uniforms Purchase

ARTICLE #101 – INTRODUCTION

This Contract for Uniforms Purchase (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 Federal Eastern International, LLC which is principally located at 135 W. Adams Street, Jacksonville FL 32202. (hereinafter "Contractor").

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

COUNTY ISSUING OFFICER

Mike Hawkins
Issuing Officer
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
mhawkins@hallcounty.org

CONTRACTOR'S CONTACT INFORMATION

Contact Name(s): Sarah Hayes

Email Address(es): feicontracts@fedeastintl.com

Phone Number(s): 727-827-2997

Physical Address: 135 W. Adams Street

City/State/ZIP: Jacksonville, FL 32202

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 five (5) years, with one (1) initial year followed by four (4) one-year renewal options, after the issuance of a Notice to Proceed. Renewals are not automatic nor guaranteed

ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION

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

ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE

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

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

Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable control of and without the fault or negligence of the Contractor. If the Services to be provided to the County are interrupted by a force majeure event, as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due to the Contractor under this Contract. If delay results from a third-party's negligent conduct or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract.

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

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

B. **Obligations Beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to *ARTICLE #108 – TERMINATION PROVISIONS.*

C. **Transition Cooperation with the County and Cooperation with Other Contractors.** Contractor agrees that upon termination of this Contract for any reason, it shall provide

sufficient efforts and reasonable cooperation and assistance to the County to ensure an orderly and efficient transition to the County or an alternative Contractor. Further, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such Contractors. Contractor shall not engage in any act that will interfere with the performance of work by any other Contractor(s).

ARTICLE #108 – TERMINATION PROVISIONS

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

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

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

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

3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

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

E. **Termination due to Failure of Contractor to Act.** The County may terminate the Contract for any of the following reasons effective immediately without advance notice:
   1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
   2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees, have caused, or reasonably could cause, life, health, or safety to be jeopardized.
   3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal, or maliciously incorrect.
   4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in *ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS.*

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

G. **Contractor's Termination Duties.** Upon receipt of a Notice of Termination, the Contractor shall:
   1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of Notice of Termination describing the status of all work under the Contract including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
   2. Immediately cease use and return to the County any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
   3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.
   4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the Notification of Termination and the substitution of any replacement Contractor.
   5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

ARTICLE #109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY

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

ARTICLE #110 – ASSIGNMENT AND DELEGATION BY CONTRACTOR

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

ARTICLE #111 – USE OF THIRD PARTIES

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

ARTICLE #112 – ENTIRE CONTRACT

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

ARTICLE #113 – SEVERABILITY

If any paragraph, sub-paragraph, sentence, clause, phrase, or portion of this Contract is declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this Contract as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the remaining portions of this Contract not so held to be invalid or the application of this Contract to other circumstances not so held to be invalid.

ARTICLE #114 – RECORDS

A. **Public Records Request.** The Georgia Open Records Act, as provided in O.C.G.A. § 50-18-70 et seq, requires procurement records and all other records received by or prepared or maintained on behalf of the County shall be made open to public inspection unless otherwise provided by law.

B. **Record Retention and Access.** The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the County throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

ARTICLE #115 – ADDITIONAL TERMS AND CONDITIONS

The County shall not be bound by any terms and conditions included in any Contractor's sales orders, literature, packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level 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

N/A

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 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.

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 pay a third party under any circumstances.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS

N/A

ARTICLE #124 – RETAINAGE

N/A

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 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:

Federal Eastern International, LLC

By: Sarah Hayes

Print Name: Sarah Hayes

Title: Chief Sales & Customer Service Officer

HALL COUNTY, GEORGIA

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

Date: _____

Sworn to and subscribed before me this

26 Day of April, 2026.

Notary Public: _____

Notary commission expires: 10/16/29
[Locus Sigilli – Seal or Stamp]

APPROVED AS TO FORM

Nathaniel R. Anderson
Senior Assistant County Attorney

JESSICA DAVIS DUANE
MY COMMISSION # HH 729156
EXPIRES: October 16, 2029

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
Andrew Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
Exhibit B – Contract for Services

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT#; 015-47

For the provision of

Uniforms Purchase

ARTICLE #101 – INTRODUCTION

This Contract for Uniforms Purchase (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 G T DISTRIBUTORS, INC. _____ which is principally located at 1124 NEW MEISTER LN. STE. 100, PFLUGERVILLE, TX. 78660 . (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 person:

COUNTY ISSUING OFFICER

Mike Hawkins
Issuing Officer
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
mhawkins@hallcounty.org

CONTRACTOR'S CONTACT INFORMATION

Contact Name(s): DAVID CURTIS, BIDS MANAGER

Email Address(es): txbids@gtdist.com

Phone Number(s): 512-451-8298

Physical Address: 1124 NEW MEISTER LN. STE. 100

City/State/ZIP: PFLUGERVILLE, TEXAS 78660

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 five (5) years, with one (1) initial year followed by four (4) one-year renewal options, after the issuance of a Notice to Proceed. Renewals are not automatic nor guaranteed

ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION

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

ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE

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

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

Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable control of and without the fault or negligence of the Contractor. If the Services to be provided to the County are interrupted by a force majeure event, as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due to the Contractor under this Contract. If delay results from a third-party's negligent conduct or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract.

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

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

B. **Obligations Beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to *ARTICLE #108 – TERMINATION PROVISIONS.*

C. **Transition Cooperation with the County and Cooperation with Other Contractors.** Contractor agrees that upon termination of this Contract for any reason, it shall provide

sufficient efforts and reasonable cooperation and assistance to the County to ensure an orderly and efficient transition to the County or an alternative Contractor. Further, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such Contractors. Contractor shall not engage in any act that will interfere with the performance of work by any other Contractor(s).

ARTICLE #108 – TERMINATION PROVISIONS

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

A. **Termination for Convenience.** Following sixty (60) days' written notice, the County may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.
B. **Termination for Cause.** The occurrence of any of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
    1. The Contractor fails to deliver, or has delivered, nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract including, but without limitation, the expressed warranties made by the Contractor.
    2. The County determines that Contractor's unsatisfactory performance substantially endangers completion or that default is likely to occur.
    3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
    4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
    5. The Contractor has failed to comply with applicable federal, state, and local laws, rules, County ordinances, regulations, and orders when performing within the scope of the Contract.
    6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with *ARTICLE #108.C* below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.
C. **Notice of Default.** If either Party causes any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the non-breaching Party may:
    1. Immediately terminate the Contract for default without additional written notice; and/or,
    2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,

3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

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

E. **Termination due to Failure of Contractor to Act.** The County may terminate the Contract for any of the following reasons effective immediately without advance notice:
   1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
   2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees, have caused, or reasonably could cause, life, health, or safety to be jeopardized.
   3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal, or maliciously incorrect.
   4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in *ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS.*

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

G. **Contractor's Termination Duties.** Upon receipt of a Notice of Termination, the Contractor shall:
   1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of Notice of Termination describing the status of all work under the Contract including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
   2. Immediately cease use and return to the County any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
   3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.
   4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the Notification of Termination and the substitution of any replacement Contractor.
   5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

ARTICLE #109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY

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

ARTICLE #110 – ASSIGNMENT AND DELEGATION BY CONTRACTOR

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

ARTICLE #111 – USE OF THIRD PARTIES

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

ARTICLE #112 – ENTIRE CONTRACT

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

ARTICLE #113 – SEVERABILITY

If any paragraph, sub-paragraph, sentence, clause, phrase, or portion of this Contract is declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this Contract as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the remaining portions of this Contract not so held to be invalid or the application of this Contract to other circumstances not so held to be invalid.

ARTICLE #114 – RECORDS

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

ARTICLE #115 – ADDITIONAL TERMS AND CONDITIONS

The County shall not be bound by any terms and conditions included in any Contractor's sales orders, literature, packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level 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

N/A

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 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.

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 pay a third party under any circumstances.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS

N/A

ARTICLE #124 – RETAINAGE

N/A

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 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:

G T DISTRIBUTORS, INC.

By: _____

Print Name: DAVID CURTIS

Title: BIDS MANAGER

HALL COUNTY, GEORGIA

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

Date: _____

Sworn to and subscribed before me this
28TH
~~27~~TH Day of APRIL, 2026.

Notary Public: EB REYES EB Reyes

Notary commission expires: 01-08-2029
[Locus Sigilli – Seal or Stamp]

EB REYES
My Notary ID # 135221588
Expires January 8, 2029

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andrew Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
Exhibit B – Contract for Services

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT#; 015-47

For the provision of

Uniforms Purchase

ARTICLE #101 – INTRODUCTION

This Contract for Uniforms Purchase (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 Smyrna Police DISTRIBUTORS which is principally located at 2295 South Cobb Dr Smyrna, GA 30080. (hereinafter "Contractor").

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

COUNTY ISSUING OFFICER

Mike Hawkins
Issuing Officer
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
mhawkins@hallcounty.org

CONTRACTOR'S CONTACT INFORMATION

Contact Name(s): Ronda Jacobs, Nick Wallace & Eran Jones

Email Address(es): rondajacobs@spdist.com / nickwallace@spdist.com

Phone Number(s): 770-434-1986 x 225

Physical Address: 2295 South Cobb Drive

City/State/ZIP: Smyrna GA 30086

REMIT TO ADDRESS (if different): 644 Windy Hill Drive Smyrna GA 30080

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 five (5) years, with one (1) initial year followed by four (4) one-year renewal options, after the issuance of a Notice to Proceed. Renewals are not automatic nor guaranteed

ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION

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

ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE

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

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

Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable control of and without the fault or negligence of the Contractor. If the Services to be provided to the County are interrupted by a force majeure event, as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due to the Contractor under this Contract. If delay results from a third-party's negligent conduct or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract.

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

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

B. **Obligations Beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to *ARTICLE #108 – TERMINATION PROVISIONS*.

C. **Transition Cooperation with the County and Cooperation with Other Contractors.** Contractor agrees that upon termination of this Contract for any reason, it shall provide

sufficient efforts and reasonable cooperation and assistance to the County to ensure an orderly and efficient transition to the County or an alternative Contractor. Further, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such Contractors. Contractor shall not engage in any act that will interfere with the performance of work by any other Contractor(s).

ARTICLE #108 – TERMINATION PROVISIONS

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

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

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

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

3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

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

E. **Termination due to Failure of Contractor to Act.** The County may terminate the Contract for any of the following reasons effective immediately without advance notice:
   1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
   2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees, have caused, or reasonably could cause, life, health, or safety to be jeopardized.
   3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal, or maliciously incorrect.
   4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in *ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS*.

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

G. **Contractor's Termination Duties.** Upon receipt of a Notice of Termination, the Contractor shall:
   1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of Notice of Termination describing the status of all work under the Contract including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
   2. Immediately cease use and return to the County any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
   3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.
   4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the Notification of Termination and the substitution of any replacement Contractor.
   5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

ARTICLE #109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY

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

ARTICLE #110 – ASSIGNMENT AND DELEGATION BY CONTRACTOR

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

ARTICLE #111 – USE OF THIRD PARTIES

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

ARTICLE #112 – ENTIRE CONTRACT

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

ARTICLE #113 – SEVERABILITY

If any paragraph, sub-paragraph, sentence, clause, phrase, or portion of this Contract is declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this Contract as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the remaining portions of this Contract not so held to be invalid or the application of this Contract to other circumstances not so held to be invalid.

ARTICLE #114 – RECORDS

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

ARTICLE #115 – ADDITIONAL TERMS AND CONDITIONS

The County shall not be bound by any terms and conditions included in any Contractor's sales orders, literature, packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level 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

N/A

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 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.

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 pay a third party under any circumstances.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS

N/A

ARTICLE #124 – RETAINAGE

N/A

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 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:

Smyrna Police Distributors

By: _____

Print Name: Ronda Jacobs

Title: Contracts Manager

HALL COUNTY, GEORGIA

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

Date: _____

Sworn to and subscribed before me this

21 Day of April, 2026.

Notary Public: _____

Notary commission expires: April 16, 2028

[Locus Sigilli – Seal or Stamp]

M ZANN MOON
NOTARY PUBLIC
COBB COUNTY, GEORGIA
MY COMMISSION EXPIRES APRIL 16, 2028

APPROVED AS TO FORM

_____
Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andrew Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
Exhibit B – Contract for Services

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT#; 015-47

For the provision of

Uniforms Purchase

ARTICLE #101 – INTRODUCTION

This Contract for Uniforms Purchase (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 Strongpoint, LLC which is principally located at 2365 Monroe Dr., Unit A, Gainesville, GA 30507. (hereinafter "Contractor").

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

COUNTY ISSUING OFFICER

Mike Hawkins
Issuing Officer
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
mhawkins@hallcounty.org

CONTRACTOR'S CONTACT INFORMATION

Contact Name(s): Michael Haefele

Email Address(es): Strongpointapparel@gmail.com

Phone Number(s): 470-252-5818

Physical Address: 2365 Monroe Drive, Unit A

City/State/ZIP: Gainesville, GA 30507

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 five (5) years, with one (1) initial year followed by four (4) one-year renewal options, after the issuance of a Notice to Proceed. Renewals are not automatic nor guaranteed

ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION

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

ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE

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

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

Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable control of and without the fault or negligence of the Contractor. If the Services to be provided to the County are interrupted by a force majeure event, as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due to the Contractor under this Contract. If delay results from a third-party's negligent conduct or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract.

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

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

B. **Obligations Beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to *ARTICLE #108 – TERMINATION PROVISIONS.*

C. **Transition Cooperation with the County and Cooperation with Other Contractors.** Contractor agrees that upon termination of this Contract for any reason, it shall provide

sufficient efforts and reasonable cooperation and assistance to the County to ensure an orderly and efficient transition to the County or an alternative Contractor. Further, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such Contractors. Contractor shall not engage in any act that will interfere with the performance of work by any other Contractor(s).

ARTICLE #108 – TERMINATION PROVISIONS

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

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

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

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

3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

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

E. **Termination due to Failure of Contractor to Act.** The County may terminate the Contract for any of the following reasons effective immediately without advance notice:
   1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
   2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees, have caused, or reasonably could cause, life, health, or safety to be jeopardized.
   3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal, or maliciously incorrect.
   4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in *ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS*.

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

G. **Contractor's Termination Duties.** Upon receipt of a Notice of Termination, the Contractor shall:
   1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of Notice of Termination describing the status of all work under the Contract including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
   2. Immediately cease use and return to the County any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
   3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.
   4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the Notification of Termination and the substitution of any replacement Contractor.
   5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

ARTICLE #109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY

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

ARTICLE #110 – ASSIGNMENT AND DELEGATION BY CONTRACTOR

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

ARTICLE #111 – USE OF THIRD PARTIES

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

ARTICLE #112 – ENTIRE CONTRACT

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

ARTICLE #113 – SEVERABILITY

If any paragraph, sub-paragraph, sentence, clause, phrase, or portion of this Contract is declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this Contract as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the remaining portions of this Contract not so held to be invalid or the application of this Contract to other circumstances not so held to be invalid.

ARTICLE #114 – RECORDS

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

ARTICLE #115 – ADDITIONAL TERMS AND CONDITIONS

The County shall not be bound by any terms and conditions included in any Contractor's sales orders, literature, packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level 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

N/A

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 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.

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 pay a third party under any circumstances.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS

N/A

ARTICLE #124 – RETAINAGE

N/A

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 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:

_____

By: _____

Print Name: Michael Haefele

Title: Owner

HALL COUNTY, GEORGIA

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

Date: _____

Sworn to and subscribed before me this

29 Day of April, 2026.

Notary Public: _____

Notary commission expires: 7/27/26
[Locus Sigilli – Seal or Stamp]

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

APPROVED AS TO FORM

_____
Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andrew Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
Exhibit B – Contract for Services

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT#: 015-47

For the provision of

Uniforms Purchase

ARTICLE #101 – INTRODUCTION

This Contract for Uniforms Purchase (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 T&T Uniforms, INC which is principally located at 3801 Tramore Pointe PKwy Suite 100 Austell, GA 30106 (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 person:

COUNTY ISSUING OFFICER

Mike Hawkins
Issuing Officer
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
mhawkins@hallcounty.org

CONTRACTOR'S CONTACT INFORMATION

Contact Name(s): Zach Freise, Brandon Lockridge, Erin Braswell

Email Address(es): zach@ttuniforms.com ; brandon@ttuniforms.com ; erin@ttuniforms.com

Phone Number(s): 770-433-3211

Physical Address: 3801 Tramore Pointe Pkwy Suite 100

City/State/ZIP: Austell, GA 30106

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 five (5) years, with one (1) initial year followed by four (4) one-year renewal options, after the issuance of a Notice to Proceed. Renewals are not automatic nor guaranteed

ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION

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

ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE

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

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

Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable control of and without the fault or negligence of the Contractor. If the Services to be provided to the County are interrupted by a force majeure event, as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due to the Contractor under this Contract. If delay results from a third-party's negligent conduct or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract.

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

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

B. **Obligations Beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to *ARTICLE #108 – TERMINATION PROVISIONS.*

C. **Transition Cooperation with the County and Cooperation with Other Contractors.** Contractor agrees that upon termination of this Contract for any reason, it shall provide

sufficient efforts and reasonable cooperation and assistance to the County to ensure an orderly and efficient transition to the County or an alternative Contractor. Further, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such Contractors. Contractor shall not engage in any act that will interfere with the performance of work by any other Contractor(s).

ARTICLE #108 – TERMINATION PROVISIONS

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

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

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

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

3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

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

E. **Termination due to Failure of Contractor to Act.** The County may terminate the Contract for any of the following reasons effective immediately without advance notice:
   1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
   2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees, have caused, or reasonably could cause, life, health, or safety to be jeopardized.
   3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal, or maliciously incorrect.
   4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in *ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS.*

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

G. **Contractor's Termination Duties.** Upon receipt of a Notice of Termination, the Contractor shall:
   1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of Notice of Termination describing the status of all work under the Contract including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
   2. Immediately cease use and return to the County any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
   3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.
   4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the Notification of Termination and the substitution of any replacement Contractor.
   5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

ARTICLE #109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY

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

ARTICLE #110 – ASSIGNMENT AND DELEGATION BY CONTRACTOR

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

ARTICLE #111 – USE OF THIRD PARTIES

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

ARTICLE #112 – ENTIRE CONTRACT

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

ARTICLE #113 – SEVERABILITY

If any paragraph, sub-paragraph, sentence, clause, phrase, or portion of this Contract is declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this Contract as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the remaining portions of this Contract not so held to be invalid or the application of this Contract to other circumstances not so held to be invalid.

ARTICLE #114 – RECORDS

A. **Public Records Request.** The Georgia Open Records Act, as provided in O.C.G.A. § 50-18-70 et seq, requires procurement records and all other records received by or prepared or maintained on behalf of the County shall be made open to public inspection unless otherwise provided by law.

B. **Record Retention and Access.** The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the County throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

ARTICLE #115 – ADDITIONAL TERMS AND CONDITIONS

The County shall not be bound by any terms and conditions included in any Contractor's sales orders, literature, packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level 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

N/A

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 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.

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 pay a third party under any circumstances.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS

N/A

ARTICLE #124 – RETAINAGE

N/A

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 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:

T & T Uniforms, Inc.

By: _____

Print Name: Zach Freise

Title: President

KAREN NOWAKOWSKI NOTARY PUBLIC COBB COUNTY, GEORGIA

Sworn to and subscribed before me this

29th Day of April, 2026.

Notary Public: Karen Nowakowski

Notary commission expires: 3/31/29

[Locus Sigilli – Seal or Stamp]

HALL COUNTY, GEORGIA

By: _____

David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

APPROVED AS TO FORM

Nathaniel R. Anderson
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andrew Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
Exhibit B – Contract for Services

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT#; 015-47

For the provision of

Uniforms Purchase

ARTICLE #101 – INTRODUCTION

This Contract for Uniforms Purchase (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 Uniforms Unlimited which is principally located at 650 Prince Ave - Athens, GA 30606 (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 person:

COUNTY ISSUING OFFICER

Mike Hawkins
Issuing Officer
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
mhawkins@hallcounty.org

CONTRACTOR'S CONTACT INFORMATION

Contact Name(s): Wayne Wilson

Email Address(es): wayne@uniformscentral.com

Phone Number(s): 706-546-1829

Physical Address: 650 Prince Ave

City/State/ZIP: Athens, GA 30606

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 five (5) years, with one (1) initial year followed by four (4) one-year renewal options, after the issuance of a Notice to Proceed. Renewals are not automatic nor guaranteed

ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION

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

ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE

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

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

Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable control of and without the fault or negligence of the Contractor. If the Services to be provided to the County are interrupted by a force majeure event, as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due to the Contractor under this Contract. If delay results from a third-party's negligent conduct or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract.

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

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

B. **Obligations Beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to *ARTICLE #108 – TERMINATION PROVISIONS.*

C. **Transition Cooperation with the County and Cooperation with Other Contractors.** Contractor agrees that upon termination of this Contract for any reason, it shall provide

sufficient efforts and reasonable cooperation and assistance to the County to ensure an orderly and efficient transition to the County or an alternative Contractor. Further, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such Contractors. Contractor shall not engage in any act that will interfere with the performance of work by any other Contractor(s).

ARTICLE #108 – TERMINATION PROVISIONS

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

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

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

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

3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

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

E. **Termination due to Failure of Contractor to Act.** The County may terminate the Contract for any of the following reasons effective immediately without advance notice:
   1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
   2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees, have caused, or reasonably could cause, life, health, or safety to be jeopardized.
   3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal, or maliciously incorrect.
   4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in *ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS*.

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

G. **Contractor's Termination Duties.** Upon receipt of a Notice of Termination, the Contractor shall:
   1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of Notice of Termination describing the status of all work under the Contract including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
   2. Immediately cease use and return to the County any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
   3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.
   4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the Notification of Termination and the substitution of any replacement Contractor.
   5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

ARTICLE #109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY

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

ARTICLE #110 – ASSIGNMENT AND DELEGATION BY CONTRACTOR

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

ARTICLE #111 – USE OF THIRD PARTIES

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

ARTICLE #112 – ENTIRE CONTRACT

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

ARTICLE #113 – SEVERABILITY

If any paragraph, sub-paragraph, sentence, clause, phrase, or portion of this Contract is declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this Contract as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the remaining portions of this Contract not so held to be invalid or the application of this Contract to other circumstances not so held to be invalid.

ARTICLE #114 – RECORDS

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

ARTICLE #115 – ADDITIONAL TERMS AND CONDITIONS

The County shall not be bound by any terms and conditions included in any Contractor's sales orders, literature, packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level 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

N/A

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 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.

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 pay a third party under any circumstances.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS

N/A

ARTICLE #124 – RETAINAGE

N/A

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 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:

Uniforms Unlimited

By: Wayne Wilson

Print Name: Wayne Wilson

Title: President

HALL COUNTY, GEORGIA

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

Date: _____

Sworn to and subscribed before me this

16 Day of April, 2026.

Notary Public Krystin M K

Notary commission expires: Krystin M Keller
[Locus Sigilli – Seal or Stamp]
NOTARY PUBLIC
OCONEE COUNTY, GEORGIA
My Commission Expires 08/29/2029

APPROVED AS TO FORM

Nathaniel R. Anderson
Senior Assistant County A

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
Andrew Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
Exhibit B – Contract for Services

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT#; 015-47

For the provision of

Uniforms Purchase

ARTICLE #101 – INTRODUCTION

This Contract for Uniforms Purchase (hereinafter "Services") is made and as entered into as of July 1, 2026 (execution date) and July 1, 2026 (effective date) is by and between Hall County, Georgia, (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and S.T.A.R. Apparel + Plastics, Inc. which is principally located at 3630 Explorer Trail, Suite A Oakwood, GA 30566 (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 person:

COUNTY ISSUING OFFICER

Mike Hawkins
Issuing Officer
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
mhawkins@hallcounty.org

CONTRACTOR'S CONTACT INFORMATION

Contact Name(s): Tracy Staton

Email Address(es): tracyS@starapparelandplastics.com

Phone Number(s): 770-532-9912

Physical Address: 3630 Explorer Trail, Suite A

City/State/ZIP: Oakwood, GA 30566

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 five (5) years, with one (1) initial year followed by four (4) one-year renewal options, after the issuance of a Notice to Proceed. Renewals are not automatic nor guaranteed

ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION

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

ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE

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

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

Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable control of and without the fault or negligence of the Contractor. If the Services to be provided to the County are interrupted by a force majeure event, as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due to the Contractor under this Contract. If delay results from a third-party's negligent conduct or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract.

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

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

B. **Obligations Beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to *ARTICLE #108 – TERMINATION PROVISIONS.*

C. **Transition Cooperation with the County and Cooperation with Other Contractors.** Contractor agrees that upon termination of this Contract for any reason, it shall provide

sufficient efforts and reasonable cooperation and assistance to the County to ensure an orderly and efficient transition to the County or an alternative Contractor. Further, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such Contractors. Contractor shall not engage in any act that will interfere with the performance of work by any other Contractor(s).

ARTICLE #108 – TERMINATION PROVISIONS

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

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

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

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

3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

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

E. **Termination due to Failure of Contractor to Act.** The County may terminate the Contract for any of the following reasons effective immediately without advance notice:
   1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
   2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees, have caused, or reasonably could cause, life, health, or safety to be jeopardized.
   3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal, or maliciously incorrect.
   4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in *ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS.*

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

G. **Contractor's Termination Duties.** Upon receipt of a Notice of Termination, the Contractor shall:
   1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of Notice of Termination describing the status of all work under the Contract including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
   2. Immediately cease use and return to the County any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
   3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.
   4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the Notification of Termination and the substitution of any replacement Contractor.
   5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

ARTICLE #109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY

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

ARTICLE #110 – ASSIGNMENT AND DELEGATION BY CONTRACTOR

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

ARTICLE #111 – USE OF THIRD PARTIES

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

ARTICLE #112 – ENTIRE CONTRACT

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

ARTICLE #113 – SEVERABILITY

If any paragraph, sub-paragraph, sentence, clause, phrase, or portion of this Contract is declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this Contract as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the remaining portions of this Contract not so held to be invalid or the application of this Contract to other circumstances not so held to be invalid.

ARTICLE #114 – RECORDS

A. **Public Records Request.** The Georgia Open Records Act, as provided in O.C.G.A. § 50-18-70 et seq, requires procurement records and all other records received by or prepared or maintained on behalf of the County shall be made open to public inspection unless otherwise provided by law.

B. **Record Retention and Access.** The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the County throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

ARTICLE #115 – ADDITIONAL TERMS AND CONDITIONS

The County shall not be bound by any terms and conditions included in any Contractor's sales orders, literature, packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level 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

N/A

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 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.

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 pay a third party under any circumstances.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS

N/A

ARTICLE #124 – RETAINAGE

N/A

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 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:

S.T.A.R. Apparel & Plastics, Inc.

By: _____

Print Name: Tracy Stator

Title: President

HALL COUNTY, GEORGIA

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

Date: _____

Sworn to and subscribed before me this

7th Day of May, 2026.

Notary Public: Vallie Jo Wallis

Notary commission expires: June 11, 2028
[Locus Sigilli – Seal or Stamp]

VALLIE JO WALLIS NOTARY PUBLIC WHITE COUNTY, GEORGIA MY COMMISSION EXPIRES JUNE 11, 2028

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

AGENDA ITEM

Financial Services

REPORT TO: **Work Session (06/09/26)**

REPORT TO: **Voting Meeting (06/11/26)**

ITEM NO: 307/2026

SUBJECT: Approve the renewal of the annual contract RFQ #44-021 Demand Services for General Contractor Services for Hall County Projects for various County departments to Chattahoochee Group, Inc. of Clermont, GA, BM & K Construction, Inc. of Jefferson, GA, Scroggs & Grizzel Contracting, Inc. of Clermont, GA, and Hogan Construction Group, LLC of Norcross, GA. The estimated annual cost is $1,000,000.00.

Meetings:

Work Session Date: 06/09/26

Voting Meeting Date: 06/11/26

Executive Summary:

Presenter: TS

Recommendation:
Approve.

Purpose of Request:
Approve the renewal of the annual contract RFQ #44-021 Demand Services for General Contractor Services for Hall County Projects for various County departments to Chattahoochee Group, Inc. of Clermont, GA, BM & K Construction, Inc. of Jefferson, GA, Scroggs & Grizzel Contracting, Inc. of Clermont, GA, and Hogan Construction Group, LLC of Norcross, GA. The estimated annual cost is $1,000,000.00.

History:

This is a convenience contract which is open for use by all Hall County departments. All work will be requested by task orders.

All four (4) vendors are in good standing with the County.

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

Options:

Funding Requested	$ 1,000,000.00
Are funds within current budget?	Yes
Source of Funds	Various
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes

Has it been reviewed by the County Attorney? Yes
Is there a deadline for this item? 2026-06-30

Approvals:

Buyer	Submit	Purchasing	Budget
JD	JD	AY	JM
Finance	**Attorney**	**Administration**	**Clerk**
TS	JL	CR	JR

Attachments:
Financial Supplement
Contract Signature Request
Contracts

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 307/2026

Funds Requested: $ 1,000,000.00

Request Budgeted: Yes

Proposed Source of Funding:

Various

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2027	TBD	TBD	541300-BUILDING AND IMPROVEMENTS	$1,000,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: TS

Phone: 770-531-3900

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

CONTRACT EXECUTION SIGNATURE REQUEST

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andrew Youngblood

Date: June 4, 2026

To: David Gibbs, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 44-021-2

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

Department(s) Requesting Contract: Various

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

Contract Description:

☒ Annual Contract ☐ New ☒ Renewal

FY 2026 Projected Spend: $6,697,425

☐ Price Increase Requested Increase Percentage: 0%

☒ Project/Service Contract FY 27 Estimated Amount:$1,000,000.00

☐ Product Contract Estimated Amount:

Comment:

Year three (3) of a possible five (5) year contract.
This is a convenience contract that is open for use by all Hall County Departments. All work will be requested by task orders. All four vendors are in good standing with the County.
The FY 2027 Estimated Amount has been reviewed against the projected FY 2027 budget by Finance.

HALL COUNTY
GEORGIA
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Hall County Government
FINANCIAL SERVICES
PURCHASING DIVISION

CONTRACT EXECUTION SIGNATURE REQUEST

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andrew Youngblood

Date: May 6, 2026

To: David Gibbs, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 44-021-2

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

Department(s) Requesting Contract: Various

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

Contract Description:

☒ Annual Contract ☐ New ☒ Renewal

FY 2026 Projected Spend: $6,697,425

☐ Price Increase Requested Increase Percentage: 0%

☒ Project/Service Contract FY 27 Estimated Amount:$6,831,374

☐ Product Contract Estimated Amount:

Comment:

Year three (3) of a possible five (5) year contract.
This is a convenience contract that is open for use by all Hall County Departments. All work will be requested by task orders. All four vendors are in good standing with the County.
The FY 2027 Estimated Amount has been reviewed against the projected FY 2027 budget by Finance.

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

HALL COUNTY
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FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

April 14, 2026

Chattahoochee Group, Inc.
PO BOX 172 / 220 Carter St.
Clermont, GA 30527
Attn: Megan Thomas
mthomas@chatgroupinc.com

RE: RFQ/P #44-021-2, Demand Services for General Contractor Services for Hall County Projects: Fiscal Year 2027 Renewal

Dear Megan,

Attached you will find Contract Renewal #2 extending your present contract through June 30, 2027, as per the same terms and conditions of Bid #44-021.

If you agree with the renewal, please sign and return a copy of the attached agreement on or before May 1, 2026. Digital signatures are acceptable. A copy will be returned to you upon execution by Hall County.

Please furnish an updated Certificate of Insurance form along with a current W9. Additionally, please provide a current contact list including name(s), email(s), and phone number(s) for your company, after which a Notice to Proceed will be issued on your renewal.

Hall County appreciates your cooperation with this process.

Julie Dorough
Buyer
Hall County Board of Commissioners

State of Georgia
County of Hall

Contract #44-021-2

Contract Renewal #2

Demand Services for General Contractor Services for Hall County Projects

April 14, 2026

Whereas, the County desires to Renew the Contract period for a one-year period through June 30, 2027, in accordance with the terms and conditions of Bid #44-021, Demand Services for General Contractor Services for Hall County Projects dated March 14, 2024; and

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

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

1. By extending the Contract Term through June 30, 2027,
2. Allow for price adjustments as agreed to and recorded in Attachment A,
3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved in writing prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

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

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

CHATTAHOOCHEE GROUP, INC.

By: _____

Print Name: Megan Thomas

Title: CFO

Date: 4/22/26

Sworn to and subscribed before me this

22 Day of April, 2026

Notary Public: _____

Notary commission expires: 6/2/26

TAMARA NORSWORTHY NOTARY PUBLIC June 2, 2026 HALL COUNTY, GEORGIA

HALL COUNTY, GEORGIA

By: _____

David Gibbs, Chairman

Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

HALL COUNTY
GEORGIA
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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
Andrew Youngblood

April 14, 2026

BM & K Construction, Inc.
2806 Roller Mill Drive
Jefferson, GA 30549

RE: RFQ #44-021-2, Demand Services for General Contractor Services for Hall County Projects: Fiscal Year 2027 Renewal

Attached you will find Contract Renewal #2 extending your present contract through June 30, 2027, as per the same terms and conditions of Bid #44-021.

If you agree with the renewal, please sign and return a copy of the attached agreement on or before May 1, 2026. Digital signatures are acceptable. A copy will be returned to you upon execution by Hall County.

Please furnish an updated Certificate of Insurance form along with a current W9. Additionally, please provide a current contact list including name(s), email(s), and phone number(s) for your company, after which a Notice to Proceed will be issued on your renewal.

Hall County appreciates your cooperation with this process.

Julie Dorough
Buyer
Hall County Board of Commissioners

State of Georgia
County of Hall

Contract #44-021-2

Contract Renewal #2

Demand Services for General Contractor Services for Hall County Projects

April 14, 2026

Whereas, the County desires to Renew the Contract period for a one-year period through June 30, 2027, in accordance with the terms and conditions of Bid #44-021, Demand Services for General Contractor Services for Hall County Projects dated March 14, 2024; and

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

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

1. By extending the Contract Term through June 30, 2027,
2. Allow for price adjustments as agreed to and recorded in Attachment A,
3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved in writing prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

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

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

BM& K CONSTRUCTION, INC.

By: _____

Print Name: Donald B. Clerici, Jr -P.E.

Title: President

Date: 05/01/2026

Sworn to and subscribed before me this

1st Day of May, 2026

Notary Public: _____

Notary commission expires: 05/23/2026

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

HALL COUNTY, GEORGIA

By: _____

David Gibbs, Chairman

Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
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Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

April 14, 2026

Hogan Construction Group, LLC
5705 Avalon Ridge Parkway
Norcross, GA 30074
Attn: Adam Killen
akillen@hoganconstructiongroup.com

RE: RFQ/P #44-021-2, Demand Services for General Contractor Services for Hall County Projects: Fiscal Year 2027 Renewal

Dear Adam,

Attached you will find Contract Renewal #2 extending your present contract through June 30, 2027, as per the same terms and conditions of Bid #44-021.

If you agree with the renewal, please sign and return a copy of the attached agreement on or before May 1, 2026. Digital signatures are acceptable. A copy will be returned to you upon execution by Hall County.

Please furnish an updated Certificate of Insurance form along with a current W9. Additionally, please provide a current contact list including name(s), email(s), and phone number(s) for your company, after which a Notice to Proceed will be issued on your renewal.

Hall County appreciates your cooperation with this process.

Julie Dorough
Buyer
Hall County Board of Commissioners

State of Georgia
County of Hall

Contract #44-021-2

Contract Renewal #2

Demand Services for General Contractor Services for Hall County Projects

April 14, 2026

Whereas, the County desires to Renew the Contract period for a one-year period through June 30, 2027, in accordance with the terms and conditions of Bid #44-021, Demand Services for General Contractor Services for Hall County Projects dated March 14, 2024; and

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

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

1. By extending the Contract Term through June 30, 2027,
2. Allow for price adjustments as agreed to and recorded in Attachment A,
3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved in writing prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

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

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

HOGAN CONSTRUSTION GROUP, LLC

By: _____

Print Name: Paul Hogan

Title: President

Date: 4/14/2026

Sworn to and subscribed before me this

14 Day of April, 2026

Notary Public: Vanessa Martinez

Notary commission expires: 05/22/2029

HALL COUNTY, GEORGIA

By: _____

David Gibbs, Chairman

Board of Commissioners

Date: _____

Attestation: _____

County Clerk

VANESSA MARTINEZ NOTARY PUBLIC FORSYTH COUNTY GEORGIA EXPIRES 05/22/2029

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
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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

May 5, 2026

Scroggs & Grizzel Contracting, Inc.
PO BOX 706 / 6415 Cleveland Hwy.
Clermont, GA 30527
Attn: Mike Grizzel
mgrizzel@hotmail.com

RE: RFQ/P #44-021-2, Demand Services for General Contractor Services for Hall County Projects: Fiscal Year 2027 Renewal

Dear Mike,

Attached you will find Contract Renewal #2 extending your present contract through June 30, 2027, as per the same terms and conditions of Bid #44-021.

If you agree with the renewal, please sign and return a copy of the attached agreement on or before May 1, 2026. Digital signatures are acceptable. A copy will be returned to you upon execution by Hall County.

Please furnish an updated Certificate of Insurance form along with a current W9. Additionally, please provide a current contact list including name(s), email(s), and phone number(s) for your company, after which a Notice to Proceed will be issued on your renewal.

Hall County appreciates your cooperation with this process.

Julie Dorough
Buyer
Hall County Board of Commissioners

State of Georgia
County of Hall

Contract #44-021-2

Contract Renewal #2

Demand Services for General Contractor Services for Hall County Projects

April 14, 2026

Whereas, the County desires to Renew the Contract period for a one-year period through June 30, 2027, in accordance with the terms and conditions of Bid #44-021, Demand Services for General Contractor Services for Hall County Projects dated March 14, 2024; and

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

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

1. By extending the Contract Term through June 30, 2027,
2. Allow for price adjustments as agreed to and recorded in Attachment A,
3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved in writing prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

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

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

SCROGGS & GRIZZEL CONTRACTING, INC.

By: _____

Print Name: MIKE GRIZZEL

Title: PRESIDENT

Date: 5/5/2026

HALL COUNTY, GEORGIA

By: _____

David Gibbs, Chairman

Board of Commissioners

Date: _____

Attestation: _____
County Clerk

Sworn to and subscribed before me this

5th Day of May, 2026

Notary Public: _____

Notary commission expires: April 25, 2028

LECHILLE K MOTES
NOTARY PUBLIC
STATE OF GEORGIA
MY COMM. EXP. 04/25/2028
HALL COUNTY, GEORGIA

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

AGENDA ITEM

Financial Services

REPORT TO: **Work Session (06/09/26)**

REPORT TO: **Voting Meeting (06/11/26)**

ITEM NO: 351/2026

SUBJECT: Approve the renewal of the annual contract for RFQ/P #46-005 Audit Services for Financial Services and the FY 2026 Audit Engagement to Rushton & Company, LLC of Gainesville, GA. The estimated annual cost is $99,775.00.

Meetings:

Work Session Date: 06/09/26

Voting Meeting Date: 06/11/26

Executive Summary:

Presenter: TS

Recommendation:
Approve.

Purpose of Request:
Approve the renewal of the annual contract for RFQ/P #46-005 Audit Services for Financial Services and the FY 2026 Audit Engagement to Rushton & Company, LLC of Gainesville, GA. The estimated annual cost is $99,775.00.

History:

This vendor is in good standing with the County.

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

A signed engagement letter is necessary for the auditors to commence audit procedures. The audit must be completed within six months of the fiscal year end.

Options:

Funding Requested	$ 99,775.00
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
MH	TS	AY	JM
Finance	**Attorney**	**Administration**	**Clerk**
TS	JL	CR	JR

Attachments:

Financial Supplement
Contract Cover Sheet
Contract Renewal - Audit Services
FY 2026 Audit Engagement Letter

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 351/2026

Funds Requested: $ 99,775.00

Request Budgeted: Yes

Proposed Source of Funding:

General Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2027	100-GENERAL FUND	1500-GENERAL SERVICES	521201-AUDITS	$99,775.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: TS

Phone: 770-531-3900

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GEORGIA
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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: May 26, 2026

To: David Gibbs, Chairman, BOC

From: Mike Hawkins, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 46-005-1

Bid/Contract Name: Audit Services Annual Contract Renewal

Department(s) Requesting Contract: Finance

Award Recipient Name: Rushton and Company, LLC

Contract Description:

☒ Annual Contract ☐ New ☒ Renewal

Prior Year's Spend: $99,775.00

☐ Price Increase Requested Increase Percentage: N/A

☒ Project/Service Contract Estimated Amount: $99,775.00

☐ Product Contract Estimated Amount: N/A

Comment:

This vendor is in good standing and has elected to renew their contract. This will be year two (2) of a possible five (5) year contract.

The FY 2027 Estimated Amount has been reviewed against the projected FY 2027 budget by Finance.

State of Georgia
County of Hall

Contract#: 46-005-1

Contract Renewal

Audit Services

April 22, 2026

Whereas, the County desires to renew the contract period for a one (1) year period through June 30, 2027, in accordance with the terms and conditions of Contract#: 46-005, Audit Services; and

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

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

1. By extending the Contract term through June 30, 2027.
2. Allow for price adjustments as agreed to and recorded in Attachment A,
3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved in writing prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved change order. If work is done before approval of a change order, the subsequent change order will be rejected.

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

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

Rushton & Company, LLC

By: Samuel Latimer

Print Name: Samuel Latimer

Title: Audit Partner

Hall County, Georgia

By. _____

David Gibbs
Chairman
Hall County Board of Commissioners

Date: _____

Sworn to and subscribed before me this

4th Day of May, 2026

Notary Public: Karen M. Gagliani

Notary commission expires: 7-7-2029

KAREN M GAGLIANI
NOTARY PUBLIC
HALL COUNTY, GA
MY COMMISSION EXPIRES
JULY 07 2029

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

RUSHTON
ACCOUNTING & BUSINESS ADVISORS | CERTIFIED PUBLIC ACCOUNTANTS

May 4, 2026

Taylor Samples
Financial Services Director
Hall County
2875 Browns Bridge Road
Gainesville, Georgia 30504-5635

To the Honorable Chairman and
Members of the Board of Commissioners
Hall County, Georgia

We are pleased to confirm our understanding of the services we are to provide Hall County, Georgia for the fiscal year ended June 30, 2026.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of Hall County, Georgia as of and for the year ended June 30, 2026. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Hall County, Georgia's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Hall County, Georgia's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary Comparison Schedules
3. Schedule of Changes in the Net Pension Liability and Related Ratios
4. Schedule of Pension Contributions
5. Schedule of OPEB Contributions
6. Schedule of Changes in the Net OPEB Liability and Related Ratios
7. Schedule of OPEB Trust Fund Investment Returns
8. Notes to the Required Supplementary Information

We have also been engaged to report on supplementary information other than RSI that accompanies Hall County, Georgia's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

1. Combining and individual fund statements.
2. Schedule of projects financed with special purpose local option sales tax.
3. Schedule of supplemental official income.
4. Schedule of expenditures of federal awards.

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

1. The introductory section
2. The statistical section

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards.*
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards* (2018 Revision), issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards,* we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards.* In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

As required by Government Auditing Standards, we will communicate significant risks of material misstatement identified during our audit planning to those charged with governance. Such communications will occur during the audit process and are not set forth in this letter.

We confirm that Rushton, LLC and the personnel assigned to this engagement are independent of Hall County, Georgia as required by Government Auditing Standards (2018 Revision) and the AICPA Code of Professional Conduct. We will notify you immediately if any circumstances arise during the engagement that would impair our independence.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will require that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures – Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Hall County, Georgia's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards.*

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Hall County, Georgia's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on Hall County, Georgia's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, preparation of entries other than proposed audit entries, including other basis entries, and related notes of Hall County, Georgia in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards.* We will perform these services in accordance with applicable professional standards. The other services are limited to preparation of the financial statements, schedule of expenditures of federal awards, preparation of entries other than proposed audit entries, including other basis entries, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement,

whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you

are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review at the beginning of our fieldwork.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This

responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarize our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the Georgia Department of Audits and Accounts; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Rushton, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Rushton's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Cognizant Agency, Oversight Agency for Audit, or Pass-through Entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Samuel Latimer is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin interim audit procedures prior to June 30, 2026, with year-end fieldwork to commence following the fiscal year-end, and to issue our reports no later than December 31, 2026.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, confirmation service provider fees, etc.) except that we agree that our gross fee, including expenses, will not exceed $99,775 for the financial statement audit and Single Audit. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary due to circumstances beyond our control or not anticipated at the time of this letter, we will notify you promptly and will not proceed with additional work until we have agreed in writing on the revised scope and fees.

We schedule the engagement based in part on deadlines, working conditions, and the availability of Hall County, Georgia's personnel. We will plan the engagement based on the assumption Hall County, Georgia's personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, Hall County, Georgia's personnel are unavailable to provide the necessary assistance and requested documentation in a timely manner as per the agreed upon schedule, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Honorable Chairman and Members of the Board of Commissioners of Hall County, Georgia. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than

unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to Hall County, Georgia and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Rushton, LLC

Certified Public Accountants

RESPONSE:

This letter correctly sets forth the understanding of Hall County, Georgia.

Management Signature: _____

Title: _____

Date: _____

Governance Signature: _____

Title: _____

Date: _____

AGENDA ITEM

Financial Services

REPORT TO: **Work Session (06/09/26)**

REPORT TO: **Voting Meeting (06/11/26)**

ITEM NO: 283/2026

SUBJECT: Present the proposed Fiscal Year 2027 Budget and Public Hearing.

Meetings:

Work Session Date: 06/09/26 **Voting Meeting Date:** 06/11/26

Executive Summary:

Presenter: TS

Recommendation:
N/A

Purpose of Request:
Present the proposed FY 2027 Budget and Public Hearing.

History:

Facts and Issues:
One (1) public hearing is required prior to the budget adoption.

Options:

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

Approvals:

Submit	Budget	Finance	Attorney
TS	DA	TS	JL
Administration		**Clerk**	
CR		JR	

Attachments:

AGENDA ITEM

Fire Rescue

REPORT TO: **Work Session (06/09/26)**

REPORT TO: **Voting Meeting (06/11/26)**

ITEM NO: 345/2026

SUBJECT: Approve the renewal of the annual contract for IFB #006-46 Fire and EMS Uniform Supply Annual Contract for Fire Rescue to MES Service Company, LLC of Sandy Hook, CT, Strongpoint, LLC of Gainesville, GA, and North America Fire Equipment Co., Inc. (NAFECO) of Decatur, AL. The estimated annual cost is $367,327.00.

Meetings:

Work Session Date: 06/09/26

Voting Meeting Date: 06/11/26

Executive Summary:

Presenter: JS

Recommendation:
Approve.

Purpose of Request:
Approve the renewal of the annual contract for IFB #006-46 Fire and EMS Uniform Supply Annual Contract for Fire Rescue to MES Service Company, LLC of Sandy Hook, CT, Strongpoint, LLC of Gainesville, GA, and North America Fire Equipment Co., Inc. (NAFECO) of Decatur, AL. The estimated annual cost is $367,327.00..

History:

The three (3) vendors are all in good standing with the County.

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

NAFECO has requested a three percent (3%) price increase for FY 2027. Fire Rescue has reviewed and approved of the increases. Worksheet is attached for pricing details. Original bid tabulation for MES and Strongpoint is also provided as there they did not request price increases for FY 2027.

Options:

Funding Requested $ 367,327.00

Are funds within current budget? No

Source of Funds	Fire and EMS 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?	2026-06-30

Approvals:

Buyer	submit	approve	Purchasing
JD	JS	JS	AY
Budget	**Finance**	**Attorney**	**Administration**
JM	EW	JL	CR
Clerk			
JR			

Attachments:

Financial Supplement
Signature Request Cover Sheet
Renewal Contract - MES
Renewal Contract - Strongpoint
Renewal Contract - NAFECO

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 345/2026

Funds Requested: $ 367,327.00

Request Budgeted: No

Proposed Source of Funding:

Fire and EMS Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2027	270-FIRE SERVICES FUND	3520-FIRE RESCUE	531700-UNIFORMS	$257,129.00
2027	271-EMERGENCY SERVICES FUND	3630-EMS	531700-UNIFORMS	$110,198.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: JS

Phone: 404-897-0084

HALL COUNTY
GEORGIA
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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
Andrew Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

CONTRACT EXECUTION SIGNATURE REQUEST

Date: May 26, 2026

To: David Gibbs, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 006-46-1

Bid/Contract Name: Fire and EMS Uniform Supply Annual Contract

Department(s) Requesting Contract: Fire Rescue

Award Recipient Name: MES Service Company, LLC, Strongpoint, LLC and North America Fire Equipment Co., Inc.

Contract Description:

☒ Annual Contract ☐ New ☒ Renewal

FY 2026 Projected Spend: $354,959

☒ Price Increase Requested Increase Percentage: 3%

☐ Project/Service Contract FY 2027 Estimated Amount: $0

☒ Product Contract FY 2027 Estimated Amount: $367,327

Comment:

Year two (2) of a possible five (5) year contract.
MES Service Company, LLC, Strongpoint, LLC and North America Fire Equipment Co. Inc are all current vendors with the County and are all in good standing as well.
NAFECO has requested a three percent (3%) price increase for FY 2027. Fire Rescue has approved these increases.
The FY 2027 estimated amount has been reviewed against the projected FY 2027 budget by Finance.

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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

May 11, 2026

MES Service Company, LLC
12 Turnberry Ln. 2nd Floor
Sandy Hook. CT 06482
Attn: Ward Petrie
wpetrie@mesfire.com

RE: IFB #006-46-1, Fire and EMS Uniform Supply Annual Contract Fiscal Year: 2027 Renewal

Dear Ward,

Attached you will find Contract Renewal #1 extending your present contract through June 30, 2027, as per the same terms and conditions of Bid #006-46.

If you agree with the renewal, please sign and return a copy of the attached agreement on or before May 1, 2026. Digital signatures are acceptable. A copy will be returned to you upon execution by Hall County.

Please furnish an updated Certificate of Insurance form along with a current W9. Additionally, please provide a current contact list including name(s), email(s), and phone number(s) for your company, after which a Notice to Proceed will be issued on your renewal.

Hall County appreciates your cooperation with this process.

Julie Dorough
Buyer
Hall County Board of Commissioners

State of Georgia
County of Hall

Contract #006-46-1

Contract Renewal #1

Fire and EMS Uniform Supply Annual Contract

April 20, 2026

Whereas, the County desires to Renew the Contract period for a one-year period through June 30, 2027, in accordance with the terms and conditions of Bid #006-46, Fire & EMS Uniform Supply Annual Contract dated June 12, 2025; and

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

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

1. By extending the Contract Term through June 30, 2027.
2. Allow for price adjustments as agreed to and recorded in Attachment A.
3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved in writing prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

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

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

MES Service Company, LLC

By: _____

Print Name: Ward Petrie

Title: SVP Finance

Date: 5/11/2026

Sworn to and subscribed before me this

11 Day of May, 2026

Notary Public: _____

Notary commission expires: FEBRUARY 28, 2025

TINAMARIE CAMPOLO
Notary Public, State of Connecticut
My Commission Expires Feb. 28, 2029

NOTARY NO: 0166220

TINAMARIE CAMPOLO NOTARY PUBLIC MY COMM. EXP. 02/28/2029 CONNECTICUT

HALL COUNTY, GEORGIA

By: _____

David Gibbs, Chairman

Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

HALL COUNTY
GEORGIA
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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

May 7, 2026

Strongpoint LLC
2365 Monroe Dr. Unit A
Gainesville, GA 305607
Attn: Michael Haefele
stronpoingapparel@gmail.com

RE: IFB #006-46-1, Fire and EMS Uniform Supply Annual Contract Fiscal Year: 2027 Renewal

Dear Michael,

Attached you will find Contract Renewal #1 extending your present contract through June 30, 2027, as per the same terms and conditions of Bid #006-46.

If you agree with the renewal, please sign and return a copy of the attached agreement on or before May 1, 2026. Digital signatures are acceptable. A copy will be returned to you upon execution by Hall County.

Please furnish an updated Certificate of Insurance form along with a current W9. Additionally, please provide a current contact list including name(s), email(s), and phone number(s) for your company, after which a Notice to Proceed will be issued on your renewal.

Hall County appreciates your cooperation with this process.

Julie Dorough
Buyer
Hall County Board of Commissioners

State of Georgia
County of Hall

Contract #006-46-1

Contract Renewal #1

Fire and EMS Uniform Supply Annual Contract

April 20, 2026

Whereas, the County desires to Renew the Contract period for a one-year period through June 30, 2027, in accordance with the terms and conditions of Bid #006-46, Fire & EMS Uniform Supply Annual Contract dated June 12, 2025; and

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

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

1. By extending the Contract Term through June 30, 2027,
2. Allow for price adjustments as agreed to and recorded in Attachment A,
3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved in writing prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

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

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

Strongpoint, LLC

By: _____

Print Name: Michael Hackele

Title: Owner

Date: 4/29/26

Sworn to and subscribed before me this

29 Day of April, 2026

Notary Public: _____

Notary commission expires: 7/27/26

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

HALL COUNTY, GEORGIA

By: _____

David Gibbs, Chairman

Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

_____

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
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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

April 21, 2026

North America Fire Equipment Co., Inc.
7152 Park N Blvd.
Ste. 120
Clarkston, GA 30021
Attn: David Rust
David.rust@nafeco.com

RE: IFB #006-46-1, Fire and EMS Uniform Supply Annual Contract Fiscal Year: 2027 Renewal

Dear David,

Attached you will find Contract Renewal #1 extending your present contract through June 30, 2027, as per the same terms and conditions of Bid #006-46.

If you agree with the renewal, please sign and return a copy of the attached agreement on or before May 1, 2026. Digital signatures are acceptable. A copy will be returned to you upon execution by Hall County.

Please furnish an updated Certificate of Insurance form along with a current W9. Additionally, please provide a current contact list including name(s), email(s), and phone number(s) for your company, after which a Notice to Proceed will be issued on your renewal.

Hall County appreciates your cooperation with this process.

Julie Dorough
Buyer
Hall County Board of Commissioners

State of Georgia
County of Hall

Contract #006-46-1

Contract Renewal #1

Fire and EMS Uniform Supply Annual Contract

April 21, 2026

Whereas, the County desires to Renew the Contract period for a one-year period through June 30, 2027, in accordance with the terms and conditions of Bid #006-46, Fire & EMS Uniform Supply Annual Contract dated June 12, 2025; and

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

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

1. By extending the Contract Term through June 30, 2027,
2. Allow for price adjustments as agreed to and recorded in Attachment A,
3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved in writing prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

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

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

North America Fire Equipment Co., Inc.

By: Ronald Woodall

Print Name: Ronald Woodall

Title: Vice President

Date: 4-30-26

HALL COUNTY, GEORGIA

By: _____

David Gibbs, Chairman

Board of Commissioners

Date: _____

Attestation: _____
County Clerk

Sworn to and subscribed before me this

30 Day of April, 2026

Notary Public: Rhonda Sanders

Notary commission expires: 06/30/26

RHONDA SANDERS NOTARY PUBLIC HALL COUNTY GEORGIA

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

AGENDA ITEM

Fire Rescue

REPORT TO: **Work Session (06/09/26)**

REPORT TO: **Voting Meeting (06/11/26)**

ITEM NO: 347/2026

SUBJECT: Approve the renewal of the annual contract for IFB #058-43 Fleet Maintenance and Repair Services for Fire Rescue Vehicles and Apparatus Equipment for Fire Rescue to Ten-8 Fire & Safety, LLC of Bradenton, FL. The estimated annual cost is $1,190,364.00.

Meetings:

Work Session Date: 06/09/26

Voting Meeting Date: 06/11/26

Executive Summary:

Presenter: CJS

Recommendation:
Approve.

Purpose of Request:
Approve the renewal of the annual contract for IFB #058-43 Fleet Maintenance and Repair Services for Fire Rescue Vehicles and Apparatus Equipment for Fire Rescue to Ten-8 Fire & Safety, LLC of Bradenton, FL. The estimated annual cost is $1,190,364.00.

History:

Vendor did not propose any price increases from FY 2024-FY 2026.

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

Ten-8 proposes a 6% increase for this contract.

Options:

Funding Requested	$ 1,190,364.00
Are funds within current budget?	Yes
Source of Funds	Fire & Emergency Services
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2026-06-30

Approvals:

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

Attachments:
Financial Supplement
Signature Request Cover Sheet
Contract Renewal - Ten-8

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 347/2026

Funds Requested: $ 1,190,364.00

Request Budgeted: Yes

Proposed Source of Funding:

Fire & Emergency Services

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2027	270-FIRE SERVICES FUND	3520-FIRE RESCUE	522205-VEHICLE MAINTENANCE	$833,255.00
2027	271-EMERGENCY SERVICES FUND	3630-EMS	522205-VEHICLE MAINTENANCE	$357,109.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: CBM

Phone: 770-531-6774

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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
Andrew Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

CONTRACT EXECUTION SIGNATURE REQUEST

Date: May 26, 2026

To: David Gibbs, Chairman, BOC

From: Andrew Youngblood, Purchasing Manager

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 058-43

Bid/Contract Name: Fleet Maintenance and Repair Services for Fire Rescue Vehicles and Apparatus Equipment

Department(s) Requesting Contract: Fire Rescue

Award Recipient Name: Ten-8 Fire & Safety, LLC

Contract Description:

☒ Annual Contract ☐ New ☒ Renewal

FY 2026 Projected Spend: $1,122,984.00

☒ Price Increase Requested Increase Percentage: 6%

☐ Project/Service Contract FY 2027 Estimated Amount: $1,190,364.00

☐ Product Contract Estimated Amount:

Comment:

Approve the annual contract renewal for Fleet Maintenance and Repair Services for Fire Rescue Vehicles and Apparatus Equipment for Fire Rescue to Ten-8 Fire & Safety, LLC of Bradenton, FL. The FY 2027 estimated amount has been reviewed against the proposed FY 2027 budget by Finance.

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Hall County Government

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FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andrew Youngblood

April 27, 2026

Ten-8 Fire & Safety, LLC
2904 59th Avenue Dr E
Bradenton, FL 34203
Attn: Lacey Green
Email: lgreen@ten8fire.com
Ph: (706) 819-3073

Subject: 058-43 Fleet Maintenance and Repair Services For Fire Rescue Vehicles and Apparatus Equipment

Dear Lacey,

Please find attached Contract Renewal #3, extending the contract for year four (4) of possible five (5) year terms, to extend the Contract for one (1) additional year through June 30, 2027.

If you are in agreement with the renewal, please sign, notarize, and return the attached agreement. The County accepts digital signatures. An executed copy will be returned to you upon countersignature by the Hall County Board of Commissioners – after which the County will send you a Notice to Proceed for the renewal.

Please furnish an updated Certificate of Insurance along with a current W-9 form. Additionally, provide a current contact list including name(s), title(s), email address(es), and phone number(s) for your company, if there are any changes.

Please respond by May 1, 2026. Hall County appreciates your cooperation with this process.

Andrew Youngblood, Purchasing Manager
Hall County, Georgia

State of Georgia
County of Hall

Contract #058-43-3

Contract Renewal #1
for
Year Four (4) of Five (5)

Title: 058-43 Fleet Maintenance and Repair Services For Fire Rescue Vehicles and Apparatus Equipment
Date: April 27, 2026

WHEREAS Contract #058-43 remains in force between Hall County, Georgia (Herein "County") located at 2875 Browns Rd., Gainesville, Georgia 30504 and Ten-8 Fire & Safety, LLC of 2904 59th Avenue Dr E, Bradenton, FL 34203 until June 30, 2026; and

WHEREAS the Parties desire to extend the contract period for an additional one (1) year term from July 1, 2026, through June 30, 2027, in accordance with the same Terms and Conditions and pricing of Contract #058-43, as amended, dated May 25, 2023; and

WHEREAS the Contractor has agreed to this renewal and agrees to provide services previously supplied in accordance with the original agreement; and

WHEREAS with both parties agreeing to the renewal as stated and therefore, the above numbered contract is hereby modified as follows:

1. By extending the contract term through June 30, 2027,

2. Allow for price adjustments, if any, as agreed and recorded on Attachment A below,

3. Change Orders: Any and all change orders must be approved by the County's Purchasing Division prior to any additional work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order may be rejected and not compensated.

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

State of Georgia
County of Hall

Contract #058-43-3

Attachment A

#058-43 Fleet Maintenance and Repair Services For Fire Rescue Vehicles and Apparatus Equipment

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

As stated in Article 101, Section D, Ten-8 requests that the hourly labor rate for unscheduled repairs be increased to $137.80 per hour. This revision will be reflected in Exhibit A, Item 2 – Unscheduled Services, Section B.

In addition, the annual cost for Scheduled Preventive Maintenance will increase to $232,140.00, to be billed monthly at a rate of $19,345.00 per month. This revision will be reflected in Exhibit A, Section 1.

[Signature Page Follows]

IN WITNESS WHEREOF, said Parties have hereunto affixed their signature and seal on the day, month, and year below.

Ten-8 Fire & Safety, LLC

By: _____

Print Name: R. Dowrick

Title: C.O.O.

Sworn to and subscribed before me this

14 day of May, 2026.

Notary Public: _____

Notary commission expires: 9/18/29
[Locus Sigilli – Seal or Stamp]

Notary Public State of Florida
Christopher Stevens
My Commission HH 722276
Expires 9/18/2029

Hall County, Georgia

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

Date: _____

Attestation: _____
Board of Commissioners Clerk

APPROVED AS TO FORM

_____
Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
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AGENDA ITEM

Planning & Zoning

REPORT TO: **Work Session (06/09/26)**

REPORT TO: **Voting Meeting (06/11/26)**

ITEM NO: 321/2026

SUBJECT: **4527 J M Turk Road & 4567 Stanley Road | Special Use |** on a 19.44± acre combined tract located on the northeast side of J M Turk Road approximately 212 feet southeast of its intersection with Grandview Parkway | Zoned AR-1; Tax Parcels 15044 000034A & 000034 **| Proposed Use: Agri-entertainment venue |** Commission District 1 **| Mulberry Springs Vineyard & Winery, applicant**

Meetings:

Work Session Date: 06/09/26 **Voting Meeting Date:** 06/11/26

Executive Summary:

Presenter: LT

Recommendation:

Staff recommends approval, with conditions, as the proposed special use is compatible with the Agricultural Residential 1 (AR-1) zoning district.

1. Prior to issuance of an agri-entertainment venue business license, the two subject parcels shall be combined by plat, or a reconfiguration plat shall be submitted that enlarges the agri-entertainment parcel to a minimum of 5 acres.
2. A trip generation memo shall be submitted, prior to issuance of an agri-entertainment business license, to inform if a traffic impact study will be required.
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 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.

Purpose of Request:

4527 J M Turk Road & 4567 Stanley Road | Special Use | on a 19.44± acre combined tract located on the northeast side of J M Turk Road approximately 212 feet southeast of its intersection with Grandview Parkway | Zoned AR-1; Tax Parcels 15044 000034A & 000034 **| Proposed Use: Agri-entertainment venue |** Commission District 1 **| Mulberry Springs Vineyard & Winery, 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	LT	JL	CR
Clerk			
JR			

Attachments:

Request to Table
Board Memo
Staff Report
Application
Narrative
Site Plan
Plats
Maps
Deed
Updated Environmental Health Comment
September 2025 Environmental Health Comment
Updated GDOT Comment
September 2025 GDOT Comment
Updated Public Works Comment
September 2025 Public Works Comment
Updated Fire Comment
September 2025 Fire Comment
Updated Tax Assessors Comment
September 2025 Tax Assessors Comment
Business License Comment
Building Inspections Comment
Public Comments
Notice Sign
September 2025 Notice Sign

Outlook

HZCU25-0037 and HVAR25-0035 - Mulberry Springs Winery - Request to rent space

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Fri 6/5/2026 8:26 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Mark Faul <mark@mulberrysprings.com>
Sent: Thursday, June 4, 2026 4:03 PM
To: Lynn Taylor (Planning) <ltaylor@hallcounty.org>; Katie G. Ahmed (Planning) <kahmed@hallcounty.org>; John Gentry (Administration) <jgentry@hallcounty.org>
Subject: HZCU25-0037 and HVAR25-0035 - Mulberry Springs Winery - Request to rent space

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. I need more time to address the questions from Hall County regarding my request that began in July of last year and was tabled during Sept of 2025. Current Hall County questions include:

1) Show FEMA flood zones - completed, to be forwarded soon.

2) Trip Generation Memo - working with an Engineer to create

3) Land Conservation Use issues - working to address

Request that the Special Use and Variance applications for Mulberry Springs Vineyard & Winery, HZCU25-0037 and HVAR25-0035, be tabled to the June 25, 2026, Board of Commissioners Meeting.

Thank you:

Mark Faul

[redacted]

Hall County Government
PLANNING AND ZONING

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GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

PLANNING AND ZONING
DIRECTOR
Katie G. Ahmed

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: Katie Ahmed, Planning & Zoning Director

Date: June 5, 2026

Subject: **4527 J M Turk Road & 4567 Stanley Road | Special Use |** on a 19.44± acre combined tract located on the northeast side of J M Turk Road approximately 212 feet southeast of its intersection with Grandview Parkway | Zoned AR-1; Tax Parcels 15044 000034A & 000034 **| Proposed use: Agri-entertainment venue |** Commission District 1 **| Mulberry Springs Vineyard & Winery, applicant**

Dear Commissioners,

The applicant has requested to table this item to the June 25, 2026, Board of Commissioners meeting.

HALL COUNTY BOARD OF COMMISSIONERS
STAFF REPORT

Applicant ..... Mulberry Springs Vineyard & Winery

Request ..... (A) **Special Use** | Agri-entertainment venue
(B) **Variance** |to Section 7.7.3

Proposed Use ..... Agri-entertainment venue

Size ..... 19.44± acres

Zoning ..... Agricultural Residential 1 (AR-1)

Location ..... **4527 J M Turk Road & 4567 Stanley Road** | Tax Parcels 15044 000034A & 000034(pt)

Commission District ..... One

Commission Date ..... June 11, 2026

Staff Recommendation ..... (A) **Approval,** as the proposed special use is compatible with the Agricultural Residential 1 (AR-1) zoning district.
(B) **Denial,** as no hardship exists pursuant to the criteria of 11.1.1.D.11

Record Number..... (A) HZCU25-0037
(B) HVAR25-0035

(A) Staff recommends <u>APPROVAL</u> of the applicant's request, with the following conditions:

1. Prior to issuance of an agri-entertainment venue business license, the two subject parcels shall be combined by plat, or a reconfiguration plat shall be submitted that enlarges the agri-entertainment parcel to a minimum of 5 acres.

2. A trip generation memo shall be submitted, prior to issuance of an agri-entertainment business license, to inform if a traffic impact study will be required.

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 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.

(B) Staff recommends <u>DENIAL</u> of the applicant's request.

<u>Application History</u>

Per a memorandum from the Hall County Law Department in response to Dr. Mark Faul's request to proceed with the County hearing for the tabled Special Use and Variance request, Justin Lawhon, County Attorney, stated:

> "….pursuant to O.C.G.A. § 36-66-5.1(d), a stay was applied to all relevant legal proceedings, and the application was tabled due to the pending litigation in *Arrowquest Services, Inc. et al. v. Hall County et al.*, Superior Court of Hall County, Civil Action File Number 2024-CV-002062, which involves an appeal of a rezoning decision directly affecting the subject property."

It is now the opinion of the Hall County Law Department that the BOC may move forward with hearing these requests and that the "…hearing may proceed during the pendency of the zoning appeal, to the extent it is not deemed to be in furtherance of the action under review."

The following should be considered as variances to the Official Code of Hall County, and shall warrant further determination by the Board should it choose to approve the submitted narrative and site plan:

1. **7.7.3.B.3 – Agri-entertainment Events –** The agri-entertainment primary event structure must be located at least 300 feet from any property line under separate ownership.
   - The primary event structure, the tasting room, is 32 feet from the neighboring property.

2. **7.7.3.B.5 – Agri-entertainment Events –** All parking for an agri-entertainment event must be located at least 200 feet from any property line under separate ownership.
   - The parking area is 35 feet from the neighboring property.

<u>Summary Analysis</u>

The applicant is requesting approval of a special use to allow an agri-entertainment event venue associated with an existing farm winery, known as Mulberry Springs Vineyard & Winery, on a combined 19.44<u>+</u> acre tract. The property is currently zoned Agricultural Residential 1 (AR-1). Two variances related to the agri-entertainment use standards are also requested which include reducing the required distance of the primary event structure and event parking from properties under separate ownership.

The property at 4527 J M Turk Road is 2.20± acres and developed with a single-family residence, constructed in 1977 according to tax assessor records, along with a pavilion constructed in 2023 (HCNEW23-0016), and a 2,400 square foot tasting room currently in the inspections stage (HCNEW24-0012). The property at 4567 Stanley Road is developed with the applicant's primary residence and includes much of the farm winery vineyard. The property has had an active business license (BUS-0033532) for the farm winery since November 10, 2020.

The surrounding properties are zoned and developed as follows:



North: Residential 1 (R-1): Single-family residences; Agricultural Residential 1 (AR-1): Mulberry Creek Park & Community Center & single-family residence

East: Planned Residential Development (PRD): Undeveloped – approved for a 256-unit residential development on 10/10/2024 (HZON24-0020)

South: Agricultural Residential 1 (AR-1): Single-family residences.
Planned Residential Development (PRD): Single-family residences & approved for a 256-unit residential development on 10/10/2024 (HZON24-0020)

West: Agricultural Residential 1 (AR-1) and Residential 1 (R-1): Single-family residences.

According to the submitted narrative, the applicant is proposing to expand the farm winery to allow agri-entertainment uses including weddings and other private events. The definition of agri-entertainment events is "the gathering of individuals for social, celebratory or entertainment purposes at an agricultural location or venue wherein a fee is charged by the owner or representative of the property for the use of the venue. Events include weddings, receptions, private parties, public gatherings, and community events" (UDC 7.7.3).

Per the submitted narrative, the applicant hosts a variety of events at the farm winery; however, he has not charged a fee for use of the venue.

Per a recent memorandum issued by Hall County development Services, Per section 5.30.020.M1.a of the Official Code of Hall County, and O.C.G.A. § 3-6-21.1, **Farm Winery** means a winery which makes at least 40 percent of its annual production from agricultural produce grown in the state where the winery is located, and:

a. Is located on premises, a substantial portion of which is used for agricultural purposes, including the cultivation of grapes, berries, or fruits to be utilized in the manufacture or production of wine by the winery; or
b. Is owned and operated by persons who are engaged in the production of a substantial portion of the agricultural produce used in its annual production.

Based on the above definition of a Farm Winery, hosted events are not permitted as an accessory use. Per Section 7.1.5.A.1-5 of the Hall County Unified Development Code, events are not listed as an allowable accessory use for Farm Wineries and therefore may only be permitted if the Director determines they meet all criteria for accessory use as outlined below. At this time, events associated with a Farm Winery do not meet these standards:

1. **The use must be clearly incidental to and customarily found in connection with the principal use.**

- Because events can vary greatly in size, frequency, and type, they cannot be determined to be customary or incidental to the Farm Winery use.

2. **The use must be subordinate to and serving the principal use.**
    - Given the wide range of event types and scales, it cannot be consistently demonstrated that events serve the Farm Winery rather than function as a separate commercial activity.
3. **The use must be subordinate in area, extent, and purpose to the principal use.**
    - The potential scope of events makes it unclear whether they would remain subordinate in area or purpose to wine production and tasting.
4. **The use must contribute to the comfort, convenience, or needs of occupants or operations of the principal use.**
    - It cannot be definitively shown that events contribute to the comfort, convenience, or operational needs of the Farm Winery.
5. **The use must be located on the same lot as the principal use.**
    - This standard alone does not validate events as an accessory use.

For this reason, any events to be hosted will require agri-entertainment approval.

The applicant states that the operational hours for agri-entertainment events will comply with Hall County ordinances and the occupancy will comply with the Hall County Fire Marshal requirements.

Per the site plan, the Tasting Room, which would be the primary event structure, is 32 feet from the closest property line under separate ownership. The parking area for the farm winery is 35 feet from the closest property line under separate ownership. While the location of the Tasting Room and parking area complied with the standards for a farm winery at the time of permit issuance, they do not meet the setback requirements for an agri-entertainment venue.

Water is provided by a well and sanitary sewer services are provided by on-site septic systems.

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The development standards for the project are described in the table below:

Agri-Entertainment Development Standard	Existing Conditions	Compliance
7.7.3.B.2: Minimum lot size is 5 acres	If the special use is approved, the applicant proposes to either combine the subject two parcels or submit a lot reconfiguration plat to enlarge the parcel with the agri-entertainment venue to a minimum of 5 acres.	Deficient
7.7.3.B.3: The agri-entertainment primary event structure must be 300 feet from any property line under separate ownership	The primary event structure, the tasting room, is approximately 32 feet from the nearest property line under separate ownership.	Deficient
7.7.3.B.4: Accessory structures for use of the property as an agri-entertainment event facility must be located at least 50 feet from any property line under separate ownership.	The accessory structures including the pavilion and wine house meet this requirement.	Complies
7.7.3.B.5: All parking must be at least 200 feet from any property under	The existing gravel parking lot is 35 feet from the nearest property line under separate ownership.	Deficient

separate ownership. Parking on grass or gravel may be permitted.		

(A) <u>Zoning Analysis</u> - Special Use

When considering a zoning amendment, the Commission must study the need and justification for the change based on a determination of the facts applicable to the particular case, and the following general lines of inquiry must be considered

a) Whether the zoning proposal will permit a use that is suitable in view of the use, development and zoning of adjacent and nearby property; **The proposed use is suitable in view of the current farm winery use and Agricultural Residential 1 (AR-1) zoning of the property.**

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 expansion of the farm winery into an agri-entertainment use will adversely affect the existing use or usability of adjacent or nearby properties provided proper setbacks are maintained.**

c) Whether the property to be affected by the zoning proposal has reasonable economic use as currently zoned. **Yes**, **the property has reasonable economic use as currently zoned; however, the applicant cannot expand the farm winery into an agri-entertainment venue without the Board of Commissioners' approval of a Special Use.**

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; **It is not anticipated that the proposed use will result in an excessive or burdensome use of existing streets, transportation facilities, utilities or services. The property is served by an on-site well and 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 agri-entertainment venue is consistent with the Agricultural Residential 1 (AR-1) zoning district and does negatively not impact the Suburban Neighborhood Medium Density 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 value including construction types, proposed uses, and maintenance. Often it is difficult to determine the effect of a development on adjacent properties until the development is completed.**

h) The relative gain to the public as compared to the hardship imposed upon the individual property owner; **Staff has not identified a hardship imposed on the property owner as the property is currently zoned.**

i) The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property; **The property at 4527 J M Turk Road is currently developed with a single-family residence, constructed in 1977 according to tax assessor records, along with a pavilion constructed in 2023 (HCNEW23-0016), a 2,400 square foot tasting room currently under the inspection phase (HCNEW24-0012) and a gravel parking area. The property at 4567 Stanley Road is developed with a single-family residence, constructed in 2008 according to tax assessor records, and the majority of the farm winery vineyard. The property has had an active business license (BUS-0033532) for a farm winery since November 10, 2020.**

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 that affect the use and development of the property.**

k) Whether the change would create an isolated district unrelated to the surrounding districts; **No change to the current zoning of Agriculture Residential 1 (AR-1) is proposed.**

l) Whether the present zoning district boundaries are illogically drawn in relation to existing conditions in the area; **There is no evidence that the present zoning district boundaries are illogically drawn.**

m) Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **No, the request is not out of scale with the needs of the county as a whole.**

n) Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **The existing zoning of the subject site supports the proposed use; however, the expansion of the farm winery into an agri-entertainment venue 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 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 adhere to the land development permitting process, and as a result, are subject to local, state, and federal regulations. There should not be an ecological or pollution impact resulting from any modification to the land if the request is granted.**

q) Whether there is reasonable evidence based upon existing and anticipated land use that would indicate a mistake was made in the original zoning of the property; **There is no indication that a mistake was made in the original zoning.**

(B) <u>Zoning Analysis</u> - Variance

The Commission may grant variances in individual cases of unnecessary hardship upon a finding of the board that:

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1. There are extraordinary and exceptional conditions pertaining to the lot in question because of its size, shape, or topography (the hardship must relate to the physical character of the lot and not to a personal or economic hardship); **No. The structures were constructed to support a farm winery which is a use permitted by right within the AR-1 zoning district. The hardship cited does not arise from the lot's physical characteristics, but instead results from the applicant's chosen placement of the structure and parking area.**

2. The application of the requirements of this UDC to this particular piece of property would create an unusual hardship; **The application of the UDC requirements does not create an unusual hardship for this property.**

3. Such conditions are peculiar to the particular piece of property involved and are not common to other properties in the neighborhood; **The topography of the subject parcel is similar to parcels in the surrounding area. The property owner's development of the farm winery limits its ability to comply with agri-entertainment setbacks.**

4. Such conditions are not the result of any actions of the property owner**; The placement of the primary event structure and parking lot is the result of the property owner's actions.**

5. Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of this UDC; provided, however, that no variance may be granted for a use of land or building or structure that is prohibited by this UDC or for a Conditional Use Permit which has been denied by the Planning Commission; **Relief, if granted, may not cause substantial detriment to the public good, however, a variance would impair the purposes and intent of the agri-entertainment use standards.**

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 shall 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 the Hall County Board of Commissioners.**

2. All applications for a change of zoning classification or use subject to approval of the County Commission shall include:

    a. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in section 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 shall 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 May 14, 2026, the Hall County Environmental Health Department stated "Must meet all Environmental Health commercial septic system permitting requirements. Septic permit OSC-10407 was issued on February 19, 2026 for the new commercial structure. Food Service permit/plan review may be required after review of business plan."

Georgia Department of Transportation
In an email dated May 5, 2026, Christopher Hash, P.E., D1 Traffic Operations Supervisor, stated "off system and no impacts to the state route are expected."

Hall County Public Works and Utilities
In a memorandum dated May 13, 2026, Jorge Gomez Director of Public Works and Utilities, provided the following comments:

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.

Traffic:
A trip generation memo is required to inform if a traffic impact study will be required.

Utilities:
No comment. Property is in Hall County service area but sewer is not available near that location.

Hall County Fire Marshal
In an email dated May 4, 2026, John Hornick, NPQ Fire Service Plans Examiner 1, provided the following comments:

1. Architectural documents from May 13, 2023, indicate the occupancy load to be 111 occupants in the tasting room and 22 occupants in the basement. According to Life Safety Code section 12.3.5.2 a fire protection system is not required since the occupant load does not exceed 300 occupants. The maximum number of occupants including staff will be 111 in the tasting room and 22 in the basement, total occupant load 133.

2. Architectural documents from May 13, 2023, indicate the applicant will be installing a fire alarm system. The applicant will need to submit fire alarm plans through Accela to the Hall County Fire Marshal's Office for review and approval. As of 5/4/26 fire alarm plans have not been submitted by the applicant for Fire Marshal review and approval.

Hall County Tax Assessor
In an email dated May 12, 2026, John Smith, Deputy Chief Appraiser, stated, "It is the responsibility of the Board of Assessors to approve or deny Conservation Use applications or impose breaches. One of these parcels is under a conservation use contract. Our office has requested a Plan of Action from the owner; however, we have yet to receive it. It is our opinion not having a plan of action to review that we would recommend denial at this time."

Hall County Business License
In a memorandum dated May 5, 2026, Brandi Smith, Business License Director, stated "Mulberry Springs Vineyard & Winery has an active business license for Farm Winery. If approved for a Special Use, applicant will need to update their business license."

Hall County Building Inspections Division
In a memorandum dated May 13, 2026, Kristie Turner, Director of Development Services, stated "There is an active building permit for the tasting room – HCNEW24-0012."

PLANNING AND ZONING 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)

Mulberry Springs Vineyard & Winery
4527 JM Turk Road 30542
4567 Stanley Road 30542
Phone [redacted]
Email Address [redacted]

Property Owner (Name & Mailing Address)

MARK FAVE
4567 STANLEY ROAD
FLOWERY BRANCH GA 30542
Phone [redacted]
Email Address

Proposed Use Space Rental

Contact Person (Name & Mailing Address)

MARK FAVE
4567 Stanley Road
Flowery Branch GA 30542
Phone [redacted]
Email Address [redacted]

Status of Applicant

-] Owner
-] Option to Purchase
-] Area Resident
-] Other

Requested Action

Type of Request:
☐ SU ☐ CUP
Fee:$
Receipt #:
Check #:

Zoning:
Acreage

Tax Parcel Number 15044 000034A
Location Address 4567 Stanley Road / 4527 JM Turk Road

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

Print MARK FAVE Date: 06/27/2025
Sign Mark Fave Date: 06/27/2025

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:

No. **HBUSR25-1854**

2026

HALL COUNTY

BUSINESS LICENSE

Account No [redacted]

2026

Date: 11/17/2025

EFFECTIVE BEGINNING DATE OF BUSINESS **11/10/2020**

Owner: ARROWQUEST SERVICES INC
MARK FAUL

MULBERRY SPRINGS VINEYARD & WINERY
4527 J M TURK ROAD
FLOWERY BRANCH, GA 30542
Employees: 1
Business Type: FARM WINERY

Comments:

MULBERRY SPRINGS VINEYARD & WINERY
4567 STANLEY RD
FLOWERY BRANCH, GA 30542

A license is granted in unincorporated Hall County for the period ending December 31, 2026 subject to compliance with the provision of the Business Occupation Tax Code for carrying on the business as listed hereon.

Licensing Director or Official

NOT TRANSFERABLE - DISPLAY IN A CONSPICUOUS PLACE

No. **HBUSR25-1854**

2026

HALL COUNTY

BUSINESS LICENSE

Account No. [redacted]

2026

Date: 11/17/2025

EFFECTIVE BEGINNING DATE OF BUSINESS **11/10/2020**

Owner: **MARK FAUL**

MULBERRY SPRINGS VINEYARD & WINERY
4527 J M TURK ROAD
FLOWERY BRANCH, GA 30542
Employees: 1
Business Type: FARM WINERY

Comments:

MULBERRY SPRINGS VINEYARD & WINERY
4567 STANLEY RD
FLOWERY BRANCH, GA 30542

A license is granted in unincorporated Hall County for the period ending December 31, 2026 subject to compliance with the provision of the Business Occupation Tax Code for carrying on the business as listed hereon.

FILE COPY

Licensing Director or Official

NOT TRANSFERABLE - DISPLAY IN A CONSPICUOUS PLACE

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
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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: _____ **Date:** 06/26/2025

Applicant's/Owner's Name (Printed): MARK FAUL

Mulberry Springs Vineyard and Winery, 08 August 2025

Mulberry Springs Vineyard and Winery
4567 Stanley Road
Flowery Branch GA 30542

Hall County Planning Department

Application for Special Use- Agri Entertainment Venue with Variances

The two properties, consisting of 19.44 acres, are located at 4527 J M Turk Road (parcel ID 15044000034A) and 4567 Stanley Road (Parcel ID 15044000034A), and are currently used as a successful agribusiness. It is an all-inclusive winery, except for renting out space. The grounds are beautiful and create a park-like atmosphere for residents to enjoy. The costs to maintain this park-like atmosphere is absorbed by Mulberry Springs Vineyard and Winery (MSW).

Requested documents:

- Copy of a plat using Eagle Watch and existing surveys (enclosure 1)
- Copy of Hall County GIS showing building setback from other structures (enclosure 2)
- Deed of the properties (enclosure 3)
- Hardship Statement – part of package
- Site plan (Land Architect site drawing, enclosure 4)
- Approved under site HDEV-24-0005 (enclosure 5)

Formal Request for Variance

With the main Tasting Room planned for completion in the coming months, we feel the timing is now right to act upon the vision to create a small venue suitable for weddings, receptions, baby showers, engagement announcements, anniversary parties, charity events, other private celebrations, or similar agri-entertainment uses. We also want to open the building to corporate events. This is part of how we share our appreciation of rural life and provide folks an opportunity to get away from high density areas.

The properties are located at 4527 JM Turk Road, Flowery Branch GA 30542 and 4567 Stanley Road, Flowery Branch GA 30542, which contains a Pavilion, Winehouse, and a new Tasting Room (presently under construction) (enclosure 1). The average distance of the tasting room from property lines is 311 feet (range = 32-558 feet). Currently, the Pavilion is currently used for social gatherings, but no one pays for use of the facility. The new Tasting Room will be used for gatherings of individuals for social, celebratory, and/or entertainment purposes at a small agricultural venue located in an agricultural setting. Mulberry Springs Vineyard & Winery is suitable for the purposes intended without creating significant negative impacts to adjoining and nearby residences to include environment, noise, odor, traffic, dust, light, trespassing, etc. According to existing farmhouse winery rules, parking shall be permitted on grass or gravel. The location of the new tasting room is approximately more than 300 feet from any existing structure (enclosure 2). Thus, the spirit and intent of the farmhouse winery regulation is met.

The occupancy load is determined by the Hall County Fire Marshall. The small agri-entertainment event venue will not exceed the occupancy load provisions. Events will commence no earlier than 9:00 a.m. and terminate no later than the rules allow for.

All agri-entertainment events will be provided with water and sanitary waste disposal systems as approved by the Hall County Environmental Health Department. All events shall provide adequate access and egress for emergency vehicles. Events shall be provided with adequate personnel to assist with parking, emergency and other potential impacts of each event.

The thick forested areas surrounding the vineyard provide a natural sound barrier between MSW and its neighbors. The adjacent neighbors support this small venue and winery. Applicant also owns the adjoining property in the back where the majority of the vineyard resides. Signage for the property and any events will meet all Hall County ordinances. The entire property is approximately 20 acres (combined 4567 Stanley Road and 4527 JM Turk Road).

The Applicant is requesting a variance that impacts two agricultural properties that make up Mulberry Springs Vineyard and Winery regarding structure location and parking setbacks to the AR-3 zoning district as follows:

A variance is requested for the building setback requirement for agri-entertainment structures, changing the setback from 300 feet from a property line to 250 feet from all existing structures as of the date of the application.

- Authorization to charge a fee for the use of the small venues (pavilion and the tasting room). This is a typical practice for most wineries.

- A variance is requested for the parking area setback, reducing the setback from 200 feet to as built construction (approximately 32 feet).

- A variance is requested for the building setback requirement for agri-entertainment structures, changing the setback from 300 feet from a property line to 250 feet from all existing structures as of the date of the application.

-

Variance Request Analysis:

Mulberry Springs Vineyard and Winery (MSW) has been open for a few years now and has never charged anyone for the use of the facilities due to instructions from Planning and Zoning and an interpretation of farmhouse regulation. Some major factors to consider in reviewing this request:

Equal treatment compared to a nearby government facility: The Mulberry Creek Community Center, located about 300 feet from the Winery entrance and has similar setbacks consistent with this variance request.

The owner shares a 464-foot border with the Mulberry Creek Community Center (enclosure 6). The Community Center Building is approximately 193 feet from a neighbor's property line and about 193 feet from the applicant's property line also. Additionally, the parking lot at the Mulberry Creek Community

Center is about 31 feet from a neighbor's property line. The Mulberry Creek Community Center is about 12 feet from JM Turk Road (enclosure 7). This government facility hosts and rents space for many public events (including weddings) (enclosure 8), and benefits from less restrictive setback rules compared to the farmhouse winery. This variance request for relief from setbacks from existing structures is in keeping with the spirit of the formal setbacks required for farm wineries and asks for consistent setback practices with the neighboring Mulberry Creek Community Center. A Land Disturbance Permit and Construction permit HCNEW24-12 (enclosure 9) was obtained for construction of a Tasting room. The current view of the tasting room under construction can be found under enclosures 10-12. A plateau on the land will be used for outdoor weddings and other activities (enclosure 13) along with the tasting room, currently under construction and is nearing completion.

Unfair competition for event space from County government: The vast majority of wineries in Georgia rent out their space for special events. In this case, I am prohibited from renting space due to restrictions placed on a farm-house winery. Meanwhile, 300 feet from MSW, the Hall County Government rents out building space (i.e., the Community room, Activity room and Arts and Crafts Room) for all kinds of events, including weddings (enclosure 8). Government rules should not be used to prevent the private sector from offering similar services for similar types of properties.

Safer Winery due to proximity to population centers: Of special attention, is the fact that people can enjoy a local winery without having to drive long distances to the North Georgia mountains to visit a winery. Better use of this property will help reduce the likelihood of an automobile accident and potential injury due to less travel from major population centers (i.e. North Gwinnett and Gainesville) compared to driving to other wineries with in North Georgia in adjacent counties.

Closure of a nearby agri-entertainment Center: It is important to note that a large agri-entertainment venue called the "Farm House" (*4613 J M Turk Rd. Flowery Branch, GA 30542)* is less than 1 mile from this location is no longer in business (enclosure 14). So, this small venue can be seen as simply replacing a previous large venue. Thus, traffic impacts are expected to be the same or lower as when the large "Farm House" Venue was open.

Reasonableness of the current restrictions: Please note that there are virtually no properties (estimated less than 1 percent) in South Hall County that could comply with the large setback requirements associated with an agricultural entertainment farm facility without any variance approval. Multi-acre properties with these large setback requirements (approximately 700 to 800 foot clearance with a building and parking in the middle of a property) are not available, especially when you consider geographical barriers such as topography and waterways. Such areas are rare and are typically not economically feasible for the development of a small farm. These combined parcels of land create a beautiful and rare natural setting in South Hall County, but the 4527 JM Turk Road property has limited road frontage and all options for a parking lot at a different location on the combined parcels were hampered by topography issues. Nonetheless, the topography of the land and particular placement of the tasting room is what makes the winery grounds exceptionally beautiful (enclosure 15).

Balance against over development and growth: Hall County residents need a place to relax and enjoy nature. The beauty provided by MSW helps provide a level of balance to a community that is currently being overrun with large housing developments and numerous large warehouses. Residents routinely complain about rapid over development all the time.

Agri Tourism Importance: People in Hall County are looking for interesting activities and different things to do. There are very few agricultural educational facilities in Hall County. Educating people on the complex process of viticulture and wine-making is very popular and provides a unique source of family entertainment. Support of Agriculture is important for any community.

Traffic occurs during non-peak times: About 80% of Winery attendance occurs on the weekend when automobile trips made by cars are much less frequent compared to car trips made during the week.

Few Venues for Indoor Corporate Meetings and Social Gatherings: A market analysis shows that there are virtually no small venue options for small meetings spaces for corporations. The new MSW tasting room is architecturally stunning, and the vineyard is beautiful. It is the perfect small venue location for an office retreat. For years now, we cannot have not charged anyone for using any meeting space in the pavilion due to directions from Planning and Zoning.

Photography Sessions: Due to its beauty, MSW has become a place where families come out to have professional photographers to take family pictures (enclosure 16). People often come by and take prom pictures in front of the vineyard landscape. We have no ability to charge anyone for the use of the property.

Live Music will be in the building: I live in the community and enjoy where I live. Live music, if purchased, will be available in the building. This is to protect neighbors from potentially unwanted sounds.

Over-restrictive regulations for Farmhouse Wineries: This request is to do social event for groups (i.e., Corporate retreats, small weddings, birthday parties, anniversary parties we currently host parties. The issue is that the farmhouse winery rules prohibit charging space for such an event unless an agri-entertainment permit is obtained. The regulations are over restrictive when you consider that a government facility (Mulberry Creek Community Center) is 300 feet away from MSW is charging for space and a private sector owner can't charge people for the use of their space. Nor is this government facility in compliance with the setback rules that a farmhouse winery must abide by. These rules raise constitutional issues with the use of private property. In a July 8th 2025, a newspaper article from the Traverse Ticker, has a headline "Judge Awards Nearly $50M in Damages to Old Mission Wineries" (enclosure 17). This article contains the following passage:

> In a recent court case, Judge Paul Maloney of the U.S. District Court for the Western District of Michigan collectively awarded the wineries nearly $50 million in damages for being restricted from hosting small and large events – one of several township zoning ordinances he found unconstitutional.
>
> https://www.traverseticker.com/news/judge-awards-nearly-50m-in-damages-to-old-mission-wineries/

Buildings are built to a commercial standard, yet large farmhouse setback rules are applied: Although the Winery Tasting Room and the Pavilion are on property zoned for agricultural use, the buildings are built to a higher strict commercial standard. This means more safety features, more costly professionally engineered stronger structures and engineered water detention systems. These commercial building standards for a new winery were mandated by Hall County. Meanwhile, the strictest agricultural farmhouse agricultural setback standards are being applied to commercially built buildings. Commercial buildings have more lenient setback rules.

Movie Production interest: Because of the beautiful setting, MSW was visited by a representative from Tyler Perry Studios to do some scenes for a movie showing the vineyard (enclosure 18). MSW was not selected as a filming location. However, if it were, it is unclear if MSW would be able to rent out any space for the film location due to farmhouse winery rules.

Public Needs: We routinely receive verbal and written requests to rent out the space under the pavilion and to rent out the future small venue space in the new tasting room (sample of unsolicited written requests under enclosure 19). Hall County rules prohibit the renting of such space for a farm winery, until approved by the Board of Commissioners in Hall County. People are routinely confused by this and don't understand this strict government restriction, given the privacy of the property and the lack of freedom I have in conducting typical winery operations as seen in other North Georgia counties.

Current Operation

Wineries are allowed on AGRICULTURAL- RESIDENTIAL III (AR-3) zoning and are very popular with the public. Farm Wineries were also encouraged by the State of Georgia to promote Georgia Agriculture and employment. Hall County Commissioners granted approval of Mulberry Springs Vineyard and Winery on 5 May 2021. Arrowquest Services Inc. manages Mulberry Springs Vineyard and Winery and has a role in providing the following positive attributes to the Hall County Community:

- The Largest Vineyard in Hall County – approximately 5 acres of planted grapes (enclosure 20).
- A Google 4.9-star out of 5-star average review and 32,050 views on Google Maps (enclosure 21).
- Overwhelming support on Facebook with thousands of likes, followers and support from the Community.
- An Approved Georgia Agrotourism Site – supported by State of Georgia Road signs (enclosure 22).
- Employs people and helps the economy.
- Pays a large amount of taxes (i.e., excise, sales, payroll, property…)
- Allows people to have birthday, engagement, gender reveal parties for free.
- Provides a fantastic view for guests and helps create a positive image of Hall County.
- Hall County Business License designates us as an "All Inclusive Farm Winery" (enclosure 23)

Recently closing out its second fall season in 2024, the Mulberry Springs Vineyard & Winery is a growing agritourism destination in Northeast Georgia. The average monthly attendance is about 500 guests. Locally, our total economic impact is substantial, and we also collect sales tax for the county. We also employ a seasonal workforce of 2 to 8 employees with diverse backgrounds.

The owner of Mulberry Springs Vineyard & Winery grew up in a farming community and is dedicated to promoting an appreciation and education of American rural life through the vineyard and winery.

Agricultural Production at a Glance

Mulberry Springs Vineyard & Winery produced over 20 tons of grapes in 2024, making it the largest producing vineyard in Hall County. The juice from these grapes is used by this and other wineries to craft

excellent Georgia wines. In years of wine-making, Mulberry Springs Vineyard & Winery has already earned the following top honors for its wines:

- 2024 Georgia Trustees Wine & Spirits:
  - Gold Medal - Hybrid Grape Wine for "Wine Island" Traminette
- 2023 Georgia Trustees Wine & Spirits:
  - Silver medal for "Lake Days" Vidal Blanc
  - Bronze medal for "Southern Sass" Muscadine
- 2022 Georgia Trustees Wine & Spirits:
  - Silver medal for Noble Reserve
  - Silver medal for Traminette & Vidal Blanc
  - Bronze medal for "Branch Reserve" Lenoir
  - Bronze medal for "Rosina" NV Vidal Blanc

Mulberry Springs will also be releasing a product line of Jam and/or Jelly from the estate grown grapes.

Key Agricultural Entertainment Features

Mulberry Springs Vineyard & Winery provides wholesome entertainment for people. We are dog and kid friendly. While the five-acre vineyard is at the heart of 20 acres of greenspace along the burgeoning JM Turk Road, Mulberry Springs Vineyard & Winery hosts a variety of agri-entertainment and ag-educational activities and events, such as:

- **Wine Tastings:** Visitors can sample the wines produced by the vineyard, with the opportunity to learn about the specific grape varieties grown in Georgia and the wine-making process.
- **Winery Tours:** Guided tours of the vineyard are offered, where guests can see the grape-growing process, learn about vineyard management, and discover the wine production techniques used. These tours may include a visit to the barrel room, showcasing the aging process.
- **Harvest Festivals and other festivals:** Harvest festivals, celebrating the grape harvest with grape stomping, food and of course, wine.
- **Music and Arts Events:** Seasonal events such as, local art exhibitions, game nights, professional photography sessions, where guests can enjoy the scenic views, wine, and entertainment.
- **Seasonal Celebrations:** Special events such as spring blossom celebrations, winter wine tastings, Valentine's Day wine pairings, thanksgiving wine pairings, Meetings and pictures with Santa, create opportunities for seasonal enjoyment.
- **General Activities:** The winery supports candle making classes other popular events such as Pizza Nights, Book Club gathering and Stargazing.
- **Athletic Events:** Scenic walking trails and private picnics under shade trees and amidst the grapevines.
- **Charity Events:** Examples include Breast Cancer fund raising events, pet adoptions on site through a partnership with Put and Cat adoption facility and the Humane Society. A 5k running event with the United Way is currently being planned and scheduled for August.
- **Vineyard and Wine Education:** Workshops and seminars about viticulture, wine-making techniques, wine tasting, and pairing wine with food.

- **Muscadine fresh fruit sale:** We also have a U-Pick Program where customers can pick their own fresh fruit.
- **Special Events:** Engagement celebrations, gender reveals, birthday parties, graduation events, Single Mingle night, and corporate events that include wine tastings and tours against the elegant agricultural backdrop.

Current Hours of Operation

Mulberry Springs Vineyard & Winery operates under an annual business license year-round. The vineyard is open at the following times:

- Wednesdays - Fridays from 2 to 8 pm
- Saturday from 12-8 pm
- Sunday, 1-8 pm

Facilities

The open-air pavilion and surrounding seating areas at Mulberry Springs Vineyard & Winery accommodate up to 99 people. The Tasting Room has a planned occupancy of 134 guests, according to the Life Safety Plan created by a licensed architect capacity per architectural calculations of usable space (enclosure 24).

Parking Accessibility

Mulberry Springs Vineyard & Winery has a parking lot that accommodates 25 vehicles.

Property Enhancements

We strive to be good neighbors and are not aware of any serious complaints from nearby residents or businesses during our four years of operation. We make every effort to be a quality asset in Hall County – not only in our agritourism and education efforts, but also in our appearance, which is presently being further enhanced with the building of a stunning new tasting room. We have maintained green landscaping and forested border barriers around the vineyard, upgraded our parking lot lighting and improved the fencing. The vineyard and grounds act together as a pleasant oasis and peaceful respite.

Traffic Impact Analysis

Based upon the location, we believe our operation has comparatively less impact on traffic than other nearby businesses or developments. Please note that 80% of our customer traffic occurs on Saturday and Sunday, when traffic considerations are at the lowest level during the week. MSW already operates with an occupancy rate of 99 people. Further, a venue called the “Farm House” has been closed down, so any traffic concerns are balanced by the closure of this venue.

Closing

We appreciate the relationship and support of the Hall County staff and county commissioners since Mulberry Springs Vineyard & Winery was founded in 2021. While we have some concerns about fair treatment and high-density zoning decisions, we are hopeful for favorable consideration of this variance request. We have endeavored to build the highest quality operation to entertain and educate visitors about vineyard agricultural practices, jelly/jam production and wine-making. It is our pledge and promise to continue this mission and be a valued resource for the community, with minimal impact on neighbors.

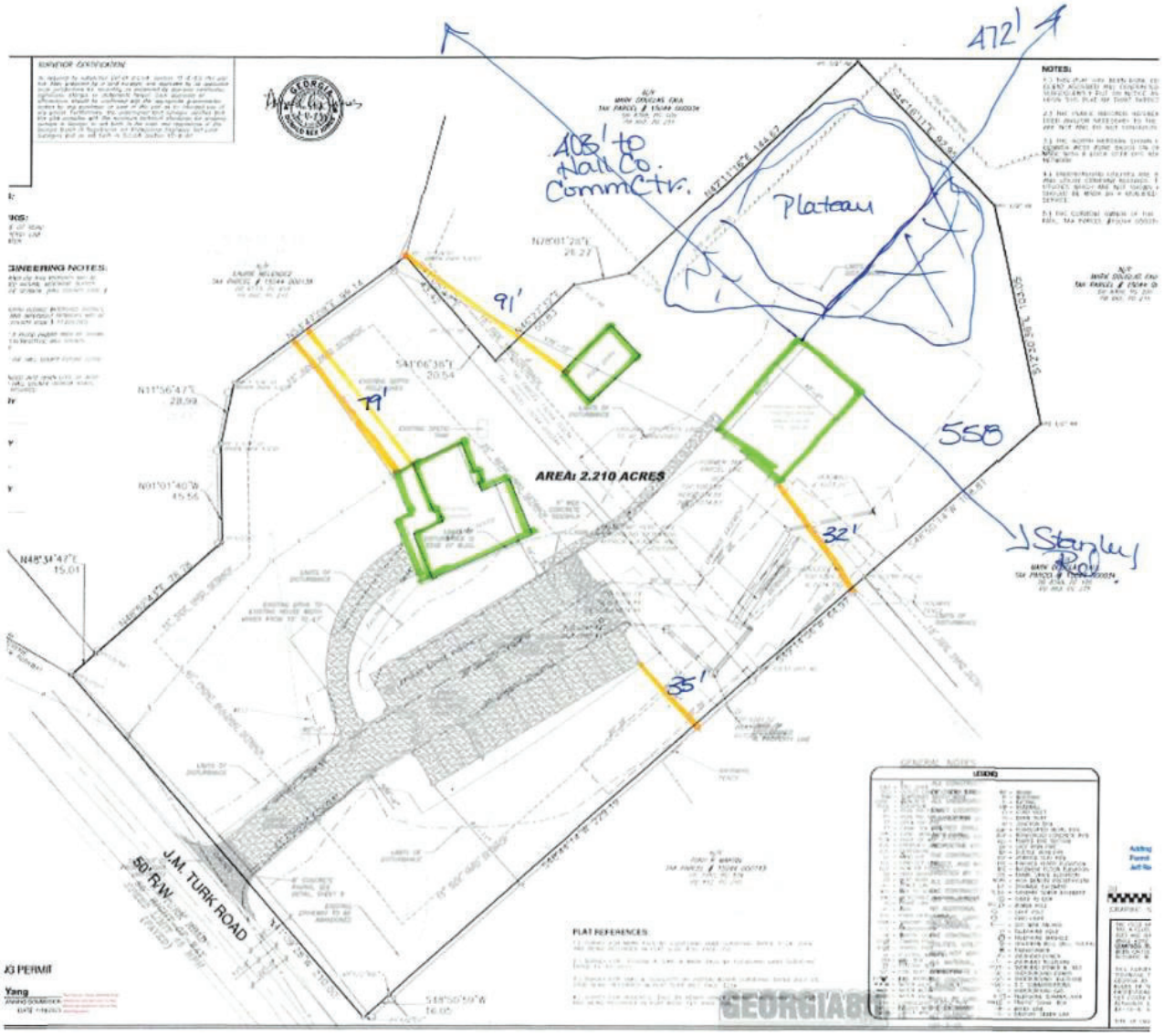
Enclosure 1 – Copy of the plats

SITE PLAN
4527 JM Turk Road & 4967 Stanley Road (part)
8/8/2025



Mulberry Springs Vineyard & Winery
Flowery Branch, Georgia

Mulberry Springs Vineyard and Winery, 08 August 2025



Enclosure 2


All Homes are 300 feet plus away from the tasting room
664.4
309.9
301.6
316.1
Mark Faul
Owner
Mark Faul
Owner
J M TURK ROAD
STANLEY ROAD
VIEW PARKWAY
200 ft
2385653.15, 1521475.34
Results:
Parcel ID - 15044 000034A
Alt Id - 56040
Address - 4527 J M TURK RD
Owner - MARK D. FAUL
Acres - 2.21
View: Report
Parcel ID - 15044 000034
Alt Id - 56039
Address - 4567 STANLEY RD
Owner - MARK DOUGLAS FAUL
Acres - 17.23
View: Report

Enclosure 3 – Deed of the property

GSCCCA.org - Image Index https://search.gsccca.org/Imaging/HTML5Viewer.aspx?id=58460391&...

06772
00007

000007

GEORGIA, HALL COUNTY, CLERK SUPERIOR COURT
Filed in office, this 23 day of November
20 10 at 1:02 PM. Recorded in Deed
Book 6772 Page(s) 7-8
Charles Baker, Clerk By JN

021589

HALL COUNTY, Georgia
Real Estate Transfer Tax
Paid $ 65.00
Date 11-23-10
Charles Baker
Superior Court Clerk
By JN

File: V

After recording, return to:
SMITH, GILLIAM, WILLIAMS & MILES
P. O. BOX 1098
GAINESVILLE, GA 30503

PT61 069- 2010-007619

WARRANTY DEED

THIS INDENTURE is made this 22nd day of November, 2010, between

EUGENE SIMS (hereinafter referred to as "Grantor") and

MARK FAUL AND LENA FAUL (hereinafter referred to as "Grantee")
(Wherever there is a reference herein to the Grantor or the Grantee, the singular includes the plural and the masculine includes the feminine and the neuter, and said terms include and bind the heirs, executors, administrators, successors and assigns of the parties hereto.)

WITNESSETH

GRANTOR, in consideration of the sum of –TEN DOLLARS- and other valuable considerations, 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 described property, to wit:

All that tract or parcel of land lying and being in the Flowery Branch District, G.M.D. 1270, Hall County, Georgia, and being Tract 2 containing 3.109 acres, more or less, located off J. M. Turk

GSCCCA.org - Image Index https://search.gsccca.org/Imaging/HTML5Viewer.aspx?id=21341020&...

04961
00443

000443

GEORGIA, HALL COUNTY, CLERK
SUPERIOR COURT FILED IN OFFICE
AND RECORDED IN BOOK 4961
PAGE (S) 443-444 THIS 5
DAY OF May $0.04 AT 3:08 pm
DWIGHT S. WOOD, CLERK BY
20324 + 25

016511

HALL COUNTY, Georgia
Real Estate Transfer Tax
Paid $ 200.00
Date 5-5-04
DWIGHT S. WOOD
Clerk Superior Court
By

After recording, return to:
SMITH, GILLIAM, WILLIAMS & MILES
P. O. BOX 1098
GAINESVILLE, GA 30503

WARRANTY DEED

THIS INDENTURE is made this 4th day of May, 2004, between

MARY BRENDA STRICKLAND (hereinafter referred to as "Grantor") and

MARK FAUL AND LENA FAUL (hereinafter referred to as "Grantee")

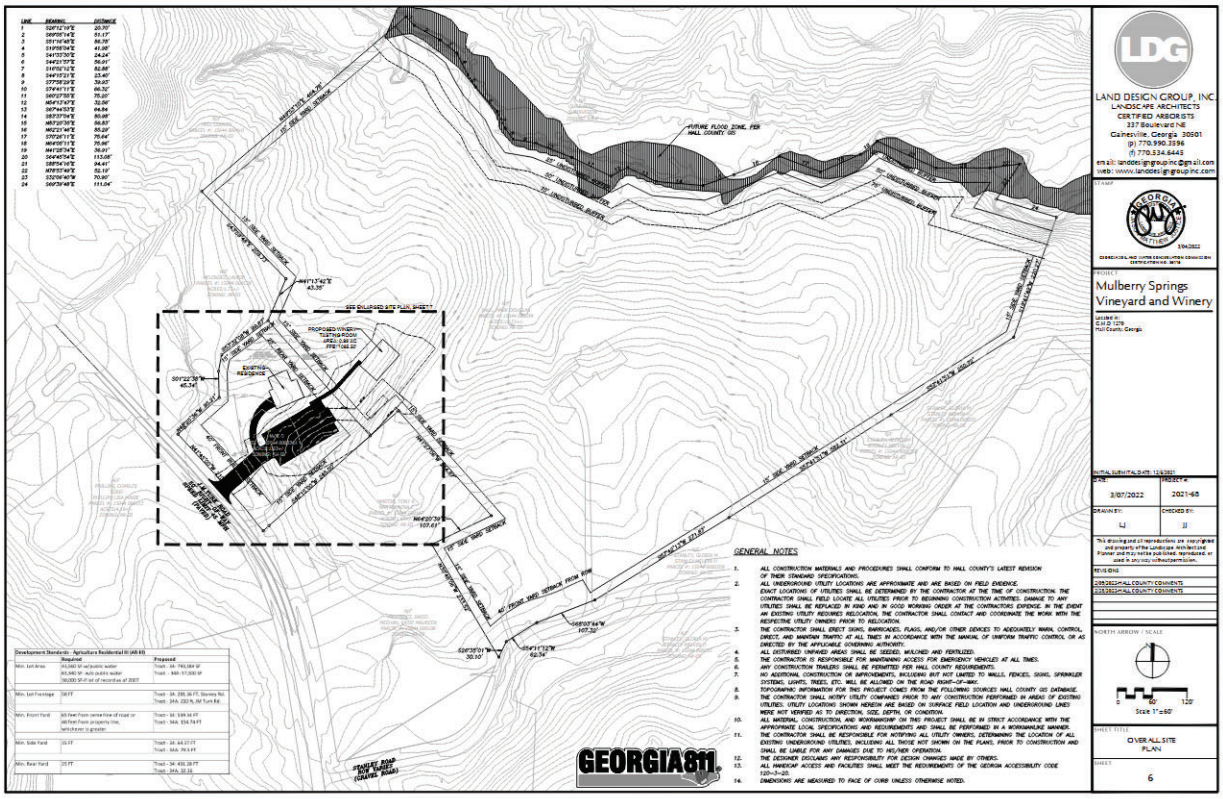
(Wherever there is a reference herein to the Grantor or the Grantee, the singular includes the plural and the masculine includes the feminine and the neuter, and said terms include and bind the heirs, executors, administrators, successors and assigns of the parties hereto.)

WITNESSETH

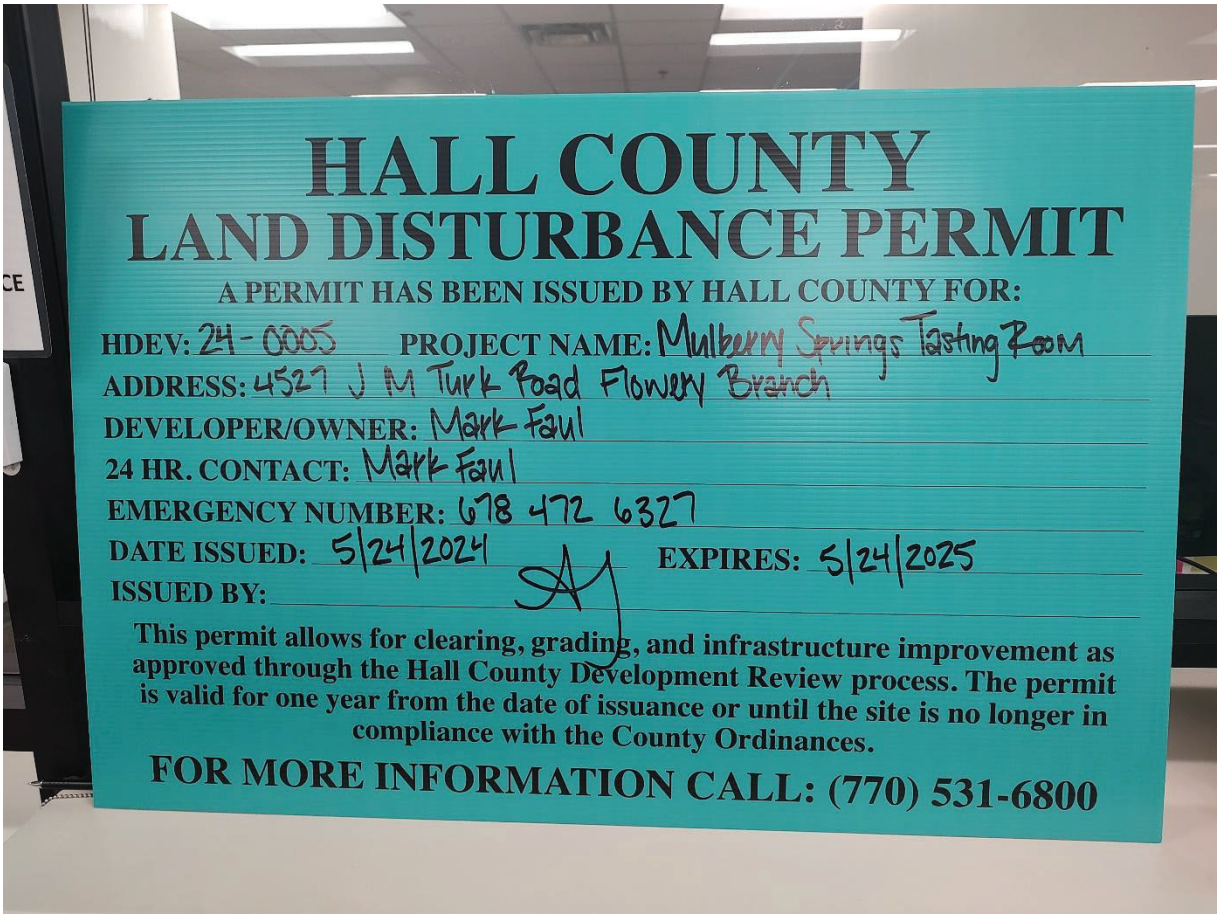
GRANTOR, in consideration of the sum of –TEN DOLLARS-- and other valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee the following described property, to wit:

All that tract or parcel of land lying and being in the Flowery Branch District (G.M.D. 1270), Hall County, Georgia, and being 15.10 acres according to a survey for Mark Faul prepared by Robert S. Cleveland, Georgia Registered Land Surveyor, Cleveland Land Surveying, dated March 24, 2004, and more fully described according to said survey as follows:

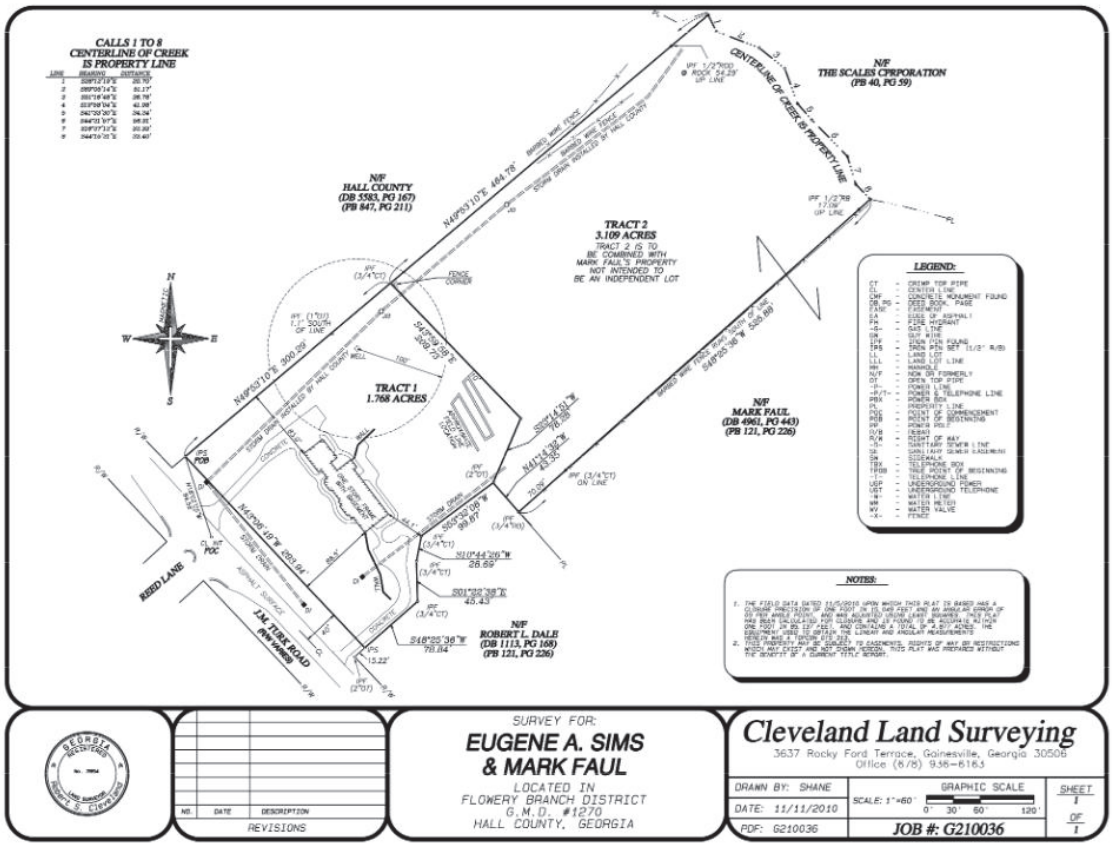
Enclosure 4 - Site Plan (approved and mostly constructed)



Enclosure 5 – Land Disturbance Permit Approval



Enclosure 6


CALLS 1 TO 8
CENTERLINE OF CREEK
IS PROPERTY LINE
CENTERLINE OF CREEK IS PROPERTY LINE
N/F
THE SCALES CORPORATION
(PB 40, PG 59)
N/F
HALL COUNTY
(DB 5583, PG 167)
(PB 847, PG 211)
TRACT 2
3.109 ACRES
TRACT 2 IS TO
BE COMBINED WITH
MARK FAUL'S PROPERTY
NOT INTENDED TO
BE AN INDEPENDENT LOT
TRACT 1
1.768 ACRES
N/F
MARK FAUL
(DB 4961, PG 443)
(PB 121, PG 226)
N/F
ROBERT L. DALE
(DB 1113, PG 168)
(PB 121, PG 226)
REED LANE
J.M. TURK ROAD
(PRIVATE)
LEGEND:
NOTES:
SURVEY FOR:
EUGENE A. SIMS
& MARK FAUL
LOCATED IN
FLOWERY BRANCH DISTRICT
G.M.D. #1270
HALL COUNTY, GEORGIA
Cleveland Land Surveying
3637 Rocky Ford Terrace, Gainesville, Georgia 30506
Office (678) 938-6163
DRAWN BY: SHANE
DATE: 11/11/2010
PDF: G210036
GRAPHIC SCALE
SCALE: 1"=60'
0 30 60 120'
SHEET 1 OF 1
JOB #: G210036
NO. DATE DESCRIPTION
REVISIONS

Enclosure 7 – Setback rules for a government facility



Enclosure 8 – Space Rental Prices for a nearby Govt Facility

East Hall Community Center - North Hall Community Center
Mulberry Creek Community Center
Facility Rentals

Arts & Craft Room (Capacity 30)			
Monday - Friday		$55 - 2 Hour Time Blocks	
9-11am	12-2pm	3-5pm	6-8pm
Saturday		$150 - 4 Hour Time Block	
8am-12pm		1-5pm	
Sunday		$150 - 4 Hour Time Block	
2-6pm			

$25 Deposit Required

Activity Room (MCCC Only - Capacity 30)			
Monday - Friday		$55 - 2 Hour Time Blocks	
9-11am	12-2pm	3-5pm	6-8pm
Saturday		$150 - 4 Hour Time Block	
8am-12pm		1-5pm	
Sunday		$150 - 4 Hour Time Block	
2-6pm			

$25 Deposit Required

Aerobics Room (Capacity 20-30)
$25 per Hour

$25 Deposit Required
**No chairs or tables allowed in the Aerobics Room*

East Hall Community Center
Mulberry Creek Community Center

Community Room		
Monday - Friday		
7-11am	11:30-3:30pm	4-8pm
1/2 Community Room with Kitchen		$245
1/2 Community Room w/o Kitchen		$185
Full Community Room		$370
Saturday		
8-12pm	1-5pm	*5-10pm
1/2 Community Room with Kitchen		$245
1/2 Community Room w/o Kitchen		$185
Full Community Room		$370
*Community Room After Hours		$670
*Includes staffing fee		
Sunday		
2-6pm		
1/2 Community Room with Kitchen		$245
1/2 Community Room w/o Kitchen		$185
Full Community Room		$370

Capacity: 1/2 Room 100 - Full Room 200

Required Deposit
1/2 Community Room Deposit $100
Full Community Room Deposit $200

North Hall Community Center

Community Room		
Monday - Friday		
7-11am	11:30-3:30pm	4-8pm
1/4 Community Room		$230
1/2 Community Room		$370
Full Community Room		$660
Saturday		
8-12pm	1-5pm	*5-10pm
1/4 Community Room		$230
1/2 Community Room		$370
Full Community Room		$660
*1/2 Community Room After Hours		$670
*Community Room After Hours		$980
*Includes staffing fee		
Sunday		
2-6pm		
1/2 Community Room with Kitchen		$230
1/2 Community Room w/o Kitchen		$370
Full Community Room		$660

Capacity: 1/4 Room 75 - 1/2 Room 200 - Full Room 400

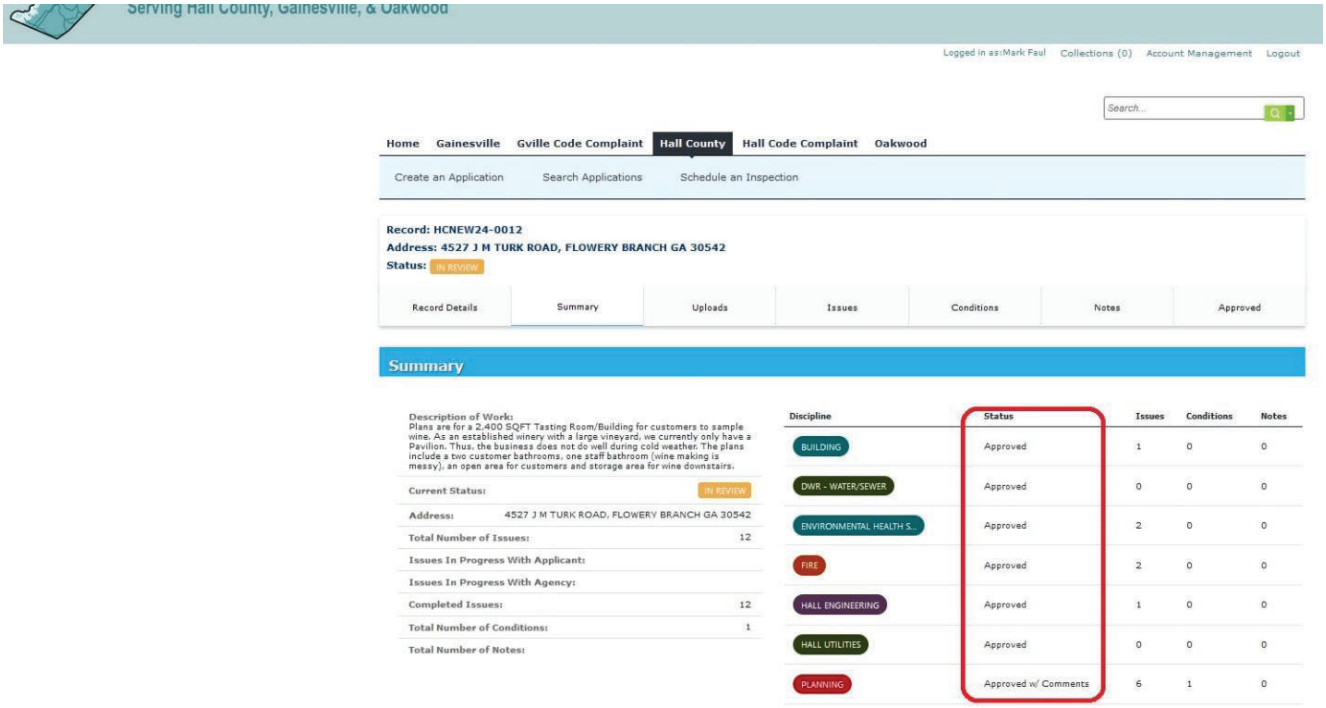
Required Deposit
1/4 and 1/2 Community Room Deposit $100
Full Community Room Deposit $200

25% SURCHARGE FOR OUT OF COUNTY RESIDENTS

ROOM SET UP AND CLEAN UP MUST BE COMPLETED DURING THE DESIGNATED RENTAL TIME
RENTER IS RESPONSIBLE FOR ROOM CLEAN UP OR FORFEITURE OF DEPOSIT MAY OCCUR
RENTER IS RESPONSIBLE FOR ENSURING FACILITY POLICIES AND RULES ARE FOLLOWED
RETURN FLOOR PLAN AT LEAST 3 DAYS PRIOR TO RENTAL
CANCELLATIONS - A 7 DAY NOTICE IS REQUIRED FOR A REFUND
CHILDREN MUST BE SUPERVISED AT ALL TIMES
NO ALCOHOL IS ALLOWED ON THE PREMISES

HALL COUNTY
GEORGIA *We have it all in Hall*

Enclosure 9 – Construction Permit



Serving Hall County, Gainesville, & Oakwood

Logged in as:Mark Faul Collections (0) Account Management Logout

Search...

Home | Gainesville | Gville Code Complaint | Hall County | Hall Code Complaint | Oakwood

Create an Application | Search Applications | Schedule an Inspection

Record: HCNEW24-0012
Address: 4527 J M TURK ROAD, FLOWERY BRANCH GA 30542
Status: IN REVIEW

Record Details | Summary | Uploads | Issues | Conditions | Notes | Approved

Summary

Description of Work:
Plans are for a 2,400 SQFT Tasting Room/Building for customers to sample wine. As an established winery with a large vineyard, we currently only have a Pavilion. Thus, the business does not do well during cold weather. The plans include a two customer bathrooms, one staff bathroom (wine making is messy), an open area for customers and storage area for wine downstairs.

Current Status:	IN REVIEW
Address:	4527 J M TURK ROAD, FLOWERY BRANCH GA 30542
Total Number of Issues:	12
Issues In Progress With Applicant:	
Issues In Progress With Agency:	
Completed Issues:	12
Total Number of Conditions:	1
Total Number of Notes:	

Discipline	Status	Issues	Conditions	Notes
BUILDING	Approved	1	0	0
DWR - WATER/SEWER	Approved	0	0	0
ENVIRONMENTAL HEALTH S...	Approved	2	0	0
FIRE	Approved	2	0	0
HALL ENGINEERING	Approved	1	0	0
HALL UTILITIES	Approved	0	0	0
PLANNING	Approved w/ Comments	6	1	0

Enclosure 10 – Front View Current Construction



Enclosure 11



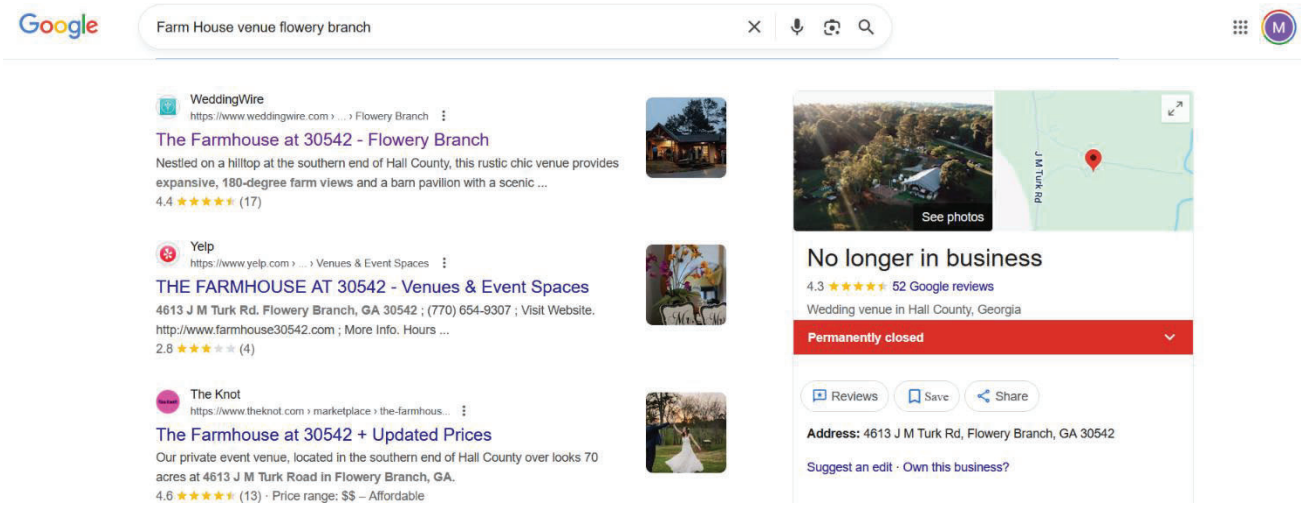
Enclosure 12



Enclosure 13 – Plateau area



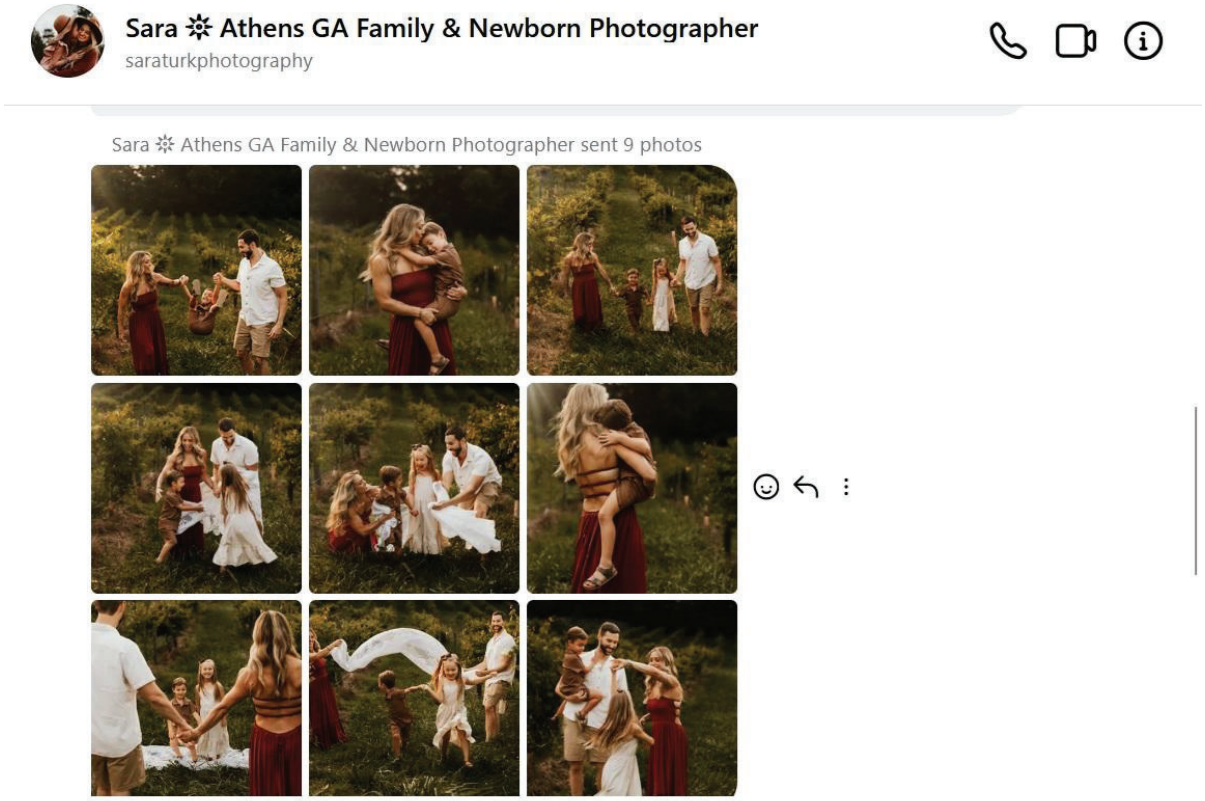
Enclosure 14



Enclosure 15



Enclosure 16





Enclosure 17 – Judge Awards Nearly $50M in Damages to Old Mission Wineries

www.traverseticker.com/news/judge-awards-nearly-50m-in-damages-to-old-mission-wineries/



Judge Awards Nearly $50M in Damages to Old Mission Wineries

By Beth Milligan | July 8, 2025

Nearly a dozen wineries on Old Mission Peninsula were handed a major victory Monday in a years-long federal lawsuit against Peninsula Township.

Judge Paul Maloney of the U.S. District Court for the Western District of Michigan collectively awarded the wineries nearly $50 million in damages for being restricted from hosting small and large events – one of several township zoning ordinances he found unconstitutional. Maloney said witnesses for the wineries "told a single story through 12 lenses: the Peninsula Township zoning ordinance was unreasonable, burdened their operations, and at times made them rethink continuing their enterprises on the Old Mission Peninsula."

Enclosure 18 – Movie Filming



TYLER PERRY STUDIOS

February, 2025

Dear Sir or Madame,

Tyler Perry Studios, along with the support of the Georgia Film, Music & Digital Entertainment Office, will be filming a movie in your area currently scheduled to begin filming the third week of March 2025 and concluding around April 2025.

We are looking for a location to use in our show. I believe your property has the potential to be that location. I would like to schedule a time, at your convenience and availability, to come back and take photographs of your property, inside and out. If you are a tenant, it will be necessary for you to have the permission of your landlord/property owner. I understand that your time is valuable, and I should only need 15-20 minutes to complete my photographs.

If chosen, we will pay for the use of your property as well as provide insurance for the activity taking place on the premises. All terms will be negotiated upon approval of the location.

If you have any questions regarding this production, please feel free to call or text me. If you have questions about me, or the project we are scouting, please feel free to contact the Georgia Film, Video and Music Office at (404) 962-4052. They are not working on this film but can verify it and myself as a professional in this industry. You can find a list of some other projects I've worked on by searching my name (Will Hammargren) at www.imdb.com. Thanks for your time and consideration.

I look forward to hearing from you, please try to reach me today.

Sincerely,

Will Hammargren

Key Assistant Location Manager

"Doing Life"

[redacted]

Enclosure 19 (unsolicited sample emails)

When is a good time to come on a date

D <[redacted]
To Mark Faul

Reply | Reply All | Forward

Thu 7/18/2024 8:50 PM

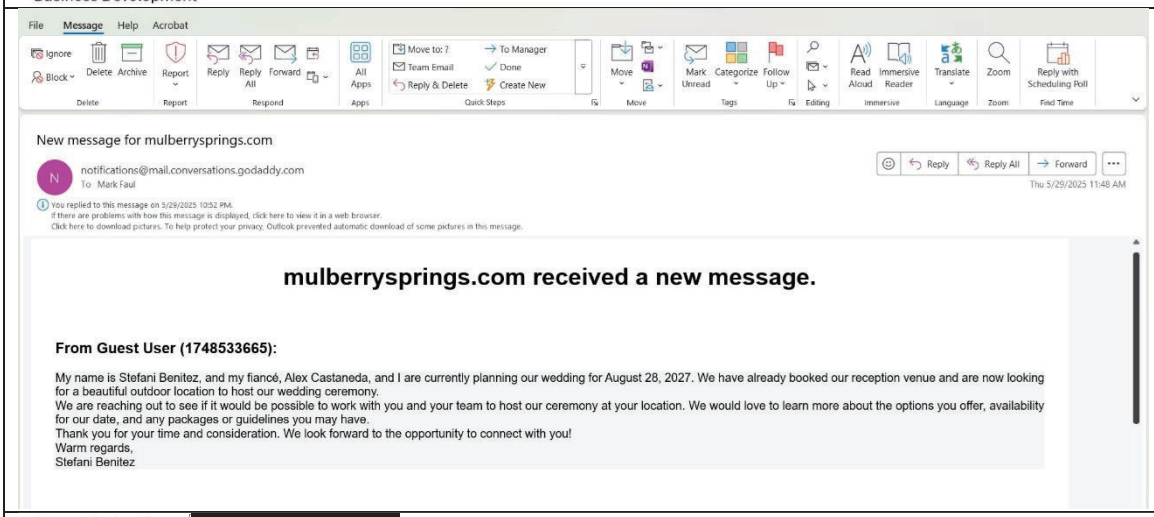
You replied to this message on 7/20/2024 5:54 AM.

Hello!

I'm trying to plan a date for next weekend for my anniversary!! I've never been to a vineyard before so I was wondering when is the best time to come by and have a memorable experience? Also is there anything special that can be planned or done on site to celebrate the occasion? This is a new experience for me so any help or guidance would be much appreciated!!

Thank you so much for your help!

DeAndre Hagler
Locksmith
Business Development



New message for mulberrysprings.com

notifications@mail.conversations.godaddy.com
To Mark Faul

Reply | Reply All | Forward

Thu 5/29/2025 11:48 AM

You replied to this message on 5/29/2025 10:52 PM.
If there are problems with how this message is displayed, click here to view it in a web browser.
Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

mulberrysprings.com received a new message.

From Guest User (1748533665):

My name is Stefani Benitez, and my fiancé, Alex Castaneda, and I are currently planning our wedding for August 28, 2027. We have already booked our reception venue and are now looking for a beautiful outdoor location to host our wedding ceremony.
We are reaching out to see if it would be possible to work with you and your team to host our ceremony at your location. We would love to learn more about the options you offer, availability for our date, and any packages or guidelines you may have.
Thank you for your time and consideration. We look forward to the opportunity to connect with you!
Warm regards,
Stefani Benitez

From: Taylor Cisco <[redacted]
Sent: Tuesday, March 4, 2025 7:39:50 PM
To: Mark Faul <mark@mulberrysprings.com>
Subject: Events

Good evening,

Do you host weddings on your property? I am helping my sister plan her wedding. She is hoping for a Spring 2026 wedding and is looking at venues nearby.

Thank you!
Taylor McMillan Cisco

From: emily pashkovets <[redacted]
Sent: Thursday, February 27, 2025 6:42:10 PM
To: Mark Faul <mark@mulberrysprings.com>
Subject: Wedding Rental

Good afternoon,
Does this venue offer weddings as one of their events? If so, what are the packages and prices look like?

Thank you,
Emily Pashkovets

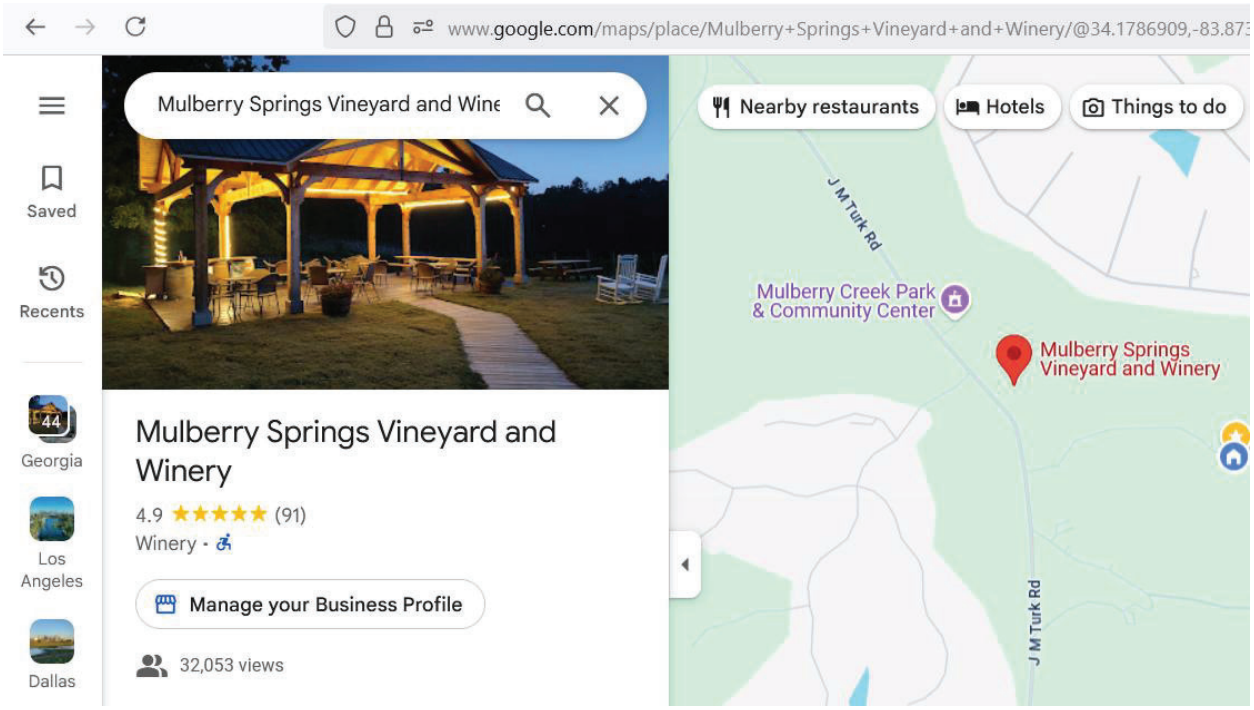
Enclosure 20 – Largest Vineyard







Enclosure 21 – Google Views and Rating



Enclosure 22 – Agritourism location – Approved by the State of Georgia

GEORGIA AGRITOURISM REGISTRY CERTIFICATE

This certificate acknowledges that

MULBERRY SPRINGS VINEYARD & WINERY

located at

4529 JM Turk Road, Flowery Branch, GA 30542

is a registered Agritourism business with Georgia Grown, a program in the marketing division of the Georgia Department of Agriculture. This business is eligible for the limited liability as per Ga. Code Ann. § 48-5-7.4(p)(7)(B), Ga. Code Ann. §50-7-70, Ga. Code Ann. § 51-3-31 and Ga. Comp. R. & Regs. R. 40-28-1-.01 to 40-28-1-.06.

Warning signage, as per O.C.G.A 51-3-31 (2010), must be prominently posted at each agritourism location.

This registration is valid for three (3) years from the above date of issuance.

Cheryl Smith
(Authorized Signature)

[redacted]
(Registration Number)

June 23, 2023
(Date)



Enclosure 23 – All Inclusive Winery License

Alcohol Lic # **HALCR24-0045**

HALL COUNTY
WINE LICENSE

Alcohol Account [redacted]
Business License #BUS-0033532

2025

Date: 11/13/2024

Begin Date: 01/01/2025

End Date: 12/31/2025

2025

Issued To: MARK FAUL

For: **MULBERRY SPRINGS VINEYARD & WINERY**

Reg Agent: MARK FAUL

Owner: Arrowquest Services, Inc

All Inclusive Farm Winery

Loc: 4527 J M TURK ROAD
FLOWERY BRANCH, GA 30542

A License is granted in Hall County, outside Municipalities, for the period ending December 31, 2025, subject to compliance with the provisions of the Official Code of Hall County, Georgia, Title 5, Chapter 30, and OCGA Title 3 Chapter 11

HALL COUNTY
GEORGIA

MULBERRY SPRINGS VINEYARD & WINERY
4567 STANLEY RD
FLOWERY BRANCH, GA 30542

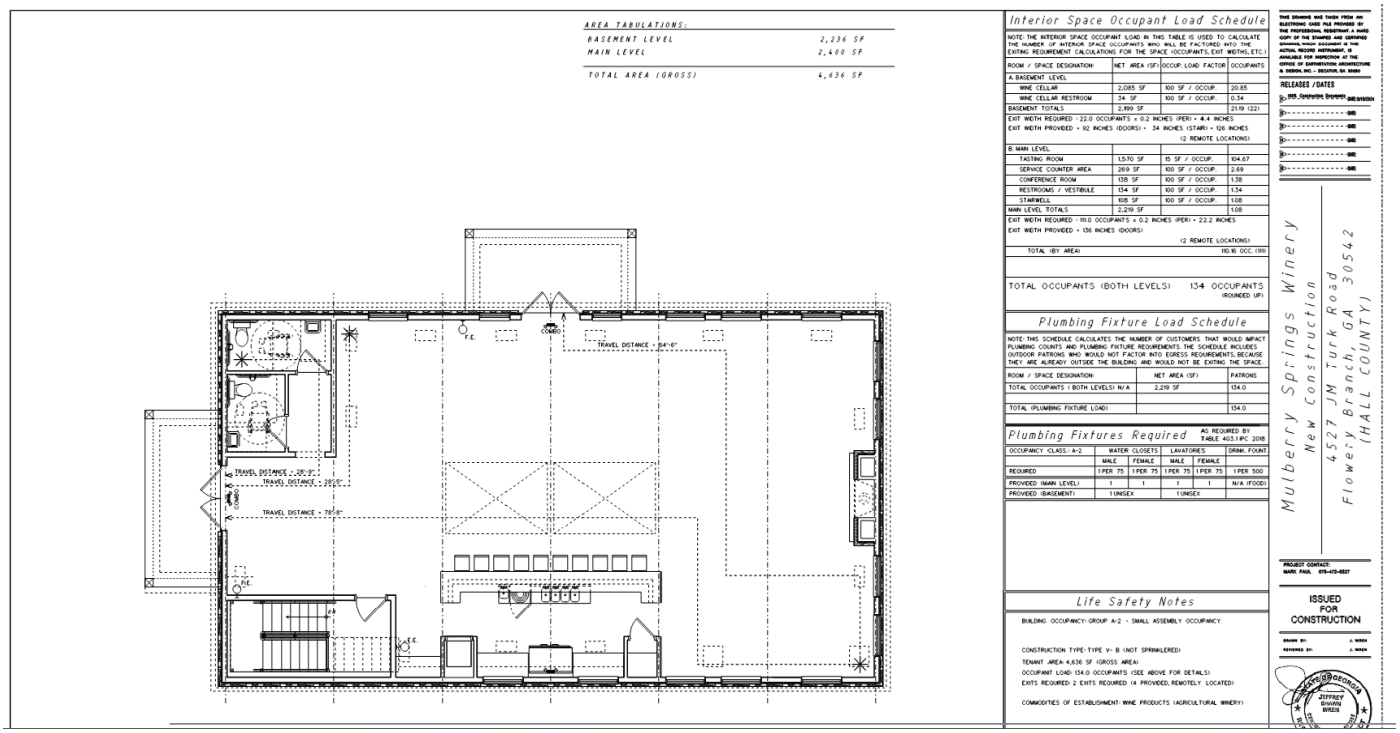
Witness my hand and seal of Hall County the day and year written above.

FILE COPY

Licensing Director or Official

NOT TRANSFERABLE - DISPLAY IN A CONSPICUOUS PLACE

Enclosure 24 - Life Safety Plan – 134 occupants



AREA TABULATIONS:

BASEMENT LEVEL	2,236 SF
MAIN LEVEL	2,400 SF
TOTAL AREA (GROSS)	4,636 SF

Interior Space Occupant Load Schedule

NOTE: THE INTERIOR SPACE OCCUPANT LOAD IN THIS TABLE IS USED TO CALCULATE THE NUMBER OF INTERIOR SPACE OCCUPANTS WHO WILL BE FACTORED INTO THE EXITING REQUIREMENT CALCULATIONS FOR THE SPACE (OCCUPANTS, EXIT WIDTHS, ETC.)

ROOM / SPACE DESIGNATION:	NET AREA (SF)	OCCUP. LOAD FACTOR	OCCUPANTS
A. BASEMENT LEVEL			
WINE CELLAR	2,085 SF	100 SF / OCCUP.	20.85
WINE CELLAR RESTROOM	34 SF	100 SF / OCCUP.	0.34
BASEMENT TOTALS	2,199 SF		21.19 (22)
EXIT WIDTH REQUIRED = 22.0 OCCUPANTS x 0.2 INCHES (PER) = 4.4 INCHES			
EXIT WIDTH PROVIDED = 92 INCHES (DOORS) + 34 INCHES (STAIR) = 126 INCHES (2 REMOTE LOCATIONS)			
B. MAIN LEVEL			
TASTING ROOM	1,570 SF	15 SF / OCCUP.	104.67
SERVICE COUNTER AREA	269 SF	100 SF / OCCUP.	2.69
CONFERENCE ROOM	138 SF	100 SF / OCCUP.	1.38
RESTROOMS / VESTIBULE	134 SF	100 SF / OCCUP.	1.34
STAIRWELL	108 SF	100 SF / OCCUP.	1.08
MAIN LEVEL TOTALS	2,219 SF		1.08
EXIT WIDTH REQUIRED = 111.0 OCCUPANTS x 0.2 INCHES (PER) = 22.2 INCHES			
EXIT WIDTH PROVIDED = 136 INCHES (DOORS) (2 REMOTE LOCATIONS)			
TOTAL (BY AREA)			110.16 OCC. (111)

TOTAL OCCUPANTS (BOTH LEVELS) 134 OCCUPANTS (ROUNDED UP)

Plumbing Fixture Load Schedule

NOTE: THIS SCHEDULE CALCULATES THE NUMBER OF CUSTOMERS THAT WOULD IMPACT PLUMBING COUNTS AND PLUMBING FIXTURE REQUIREMENTS. THE SCHEDULE INCLUDES OUTDOOR PATRONS WHO WOULD NOT FACTOR INTO EGRESS REQUIREMENTS, BECAUSE THEY ARE ALREADY OUTSIDE THE BUILDING AND WOULD NOT BE EXITING THE SPACE.

ROOM / SPACE DESIGNATION:	NET AREA (SF)	PATRONS
TOTAL OCCUPANTS (BOTH LEVELS) N/A	2,219 SF	134.0
TOTAL (PLUMBING FIXTURE LOAD)		134.0

Plumbing Fixtures Required — AS REQUIRED BY TABLE 403.1 IPC 2018

OCCUPANCY =CLASS:- A-2	WATER CLOSETS		LAVATORIES		DRINK. FOUNT
	MALE	FEMALE	MALE	FEMALE	
REQUIRED	1 PER 75	1 PER 75	1 PER 75	1 PER 75	1 PER 500
PROVIDED (MAIN LEVEL)	1	1	1	1	N/A (FOOD)
PROVIDED (BASEMENT)	1 UNISEX		1 UNISEX		

Life Safety Notes

BUILDING OCCUPANCY: GROUP A-2 - SMALL ASSEMBLY OCCUPANCY

CONSTRUCTION TYPE: TYPE V- B (NOT SPRINKLERED)
TENANT AREA: 4,636 SF (GROSS AREA)
OCCUPANT LOAD: 134.0 OCCUPANTS (SEE ABOVE FOR DETAILS)
EXITS REQUIRED: 2 EXITS REQUIRED (4 PROVIDED, REMOTELY LOCATED)

COMMODITIES OF ESTABLISHMENT: WINE PRODUCTS (AGRICULTURAL WINERY)

THIS DRAWING WAS TAKEN FROM AN ELECTRONIC CADD FILE PROVIDED BY THE PROFESSIONAL REGISTRANT. A HARD COPY OF THE STAMPED AND CERTIFIED ORIGINAL TECHNICAL DOCUMENT IS THE ACTUAL RECORD DOCUMENT AND IS ON FILE IN THE MAIN DIRECTORY AT THE OFFICE OF CARTER/VOON ARCHITECTURE & DESIGN, INC. - DECATUR, GA 30030

RELEASES / DATES

Mulberry Springs Winery
New Construction
4527 JM Turk Road
Flowery Branch, GA 30542
(HALL COUNTY)

PROJECT CONTACT:
MARK PAUL 678-472-8227

ISSUED FOR CONSTRUCTION

DRAWN BY: J. WEBB
REVIEWED BY: J. WEBB

JEFFREY SHAWN WREN

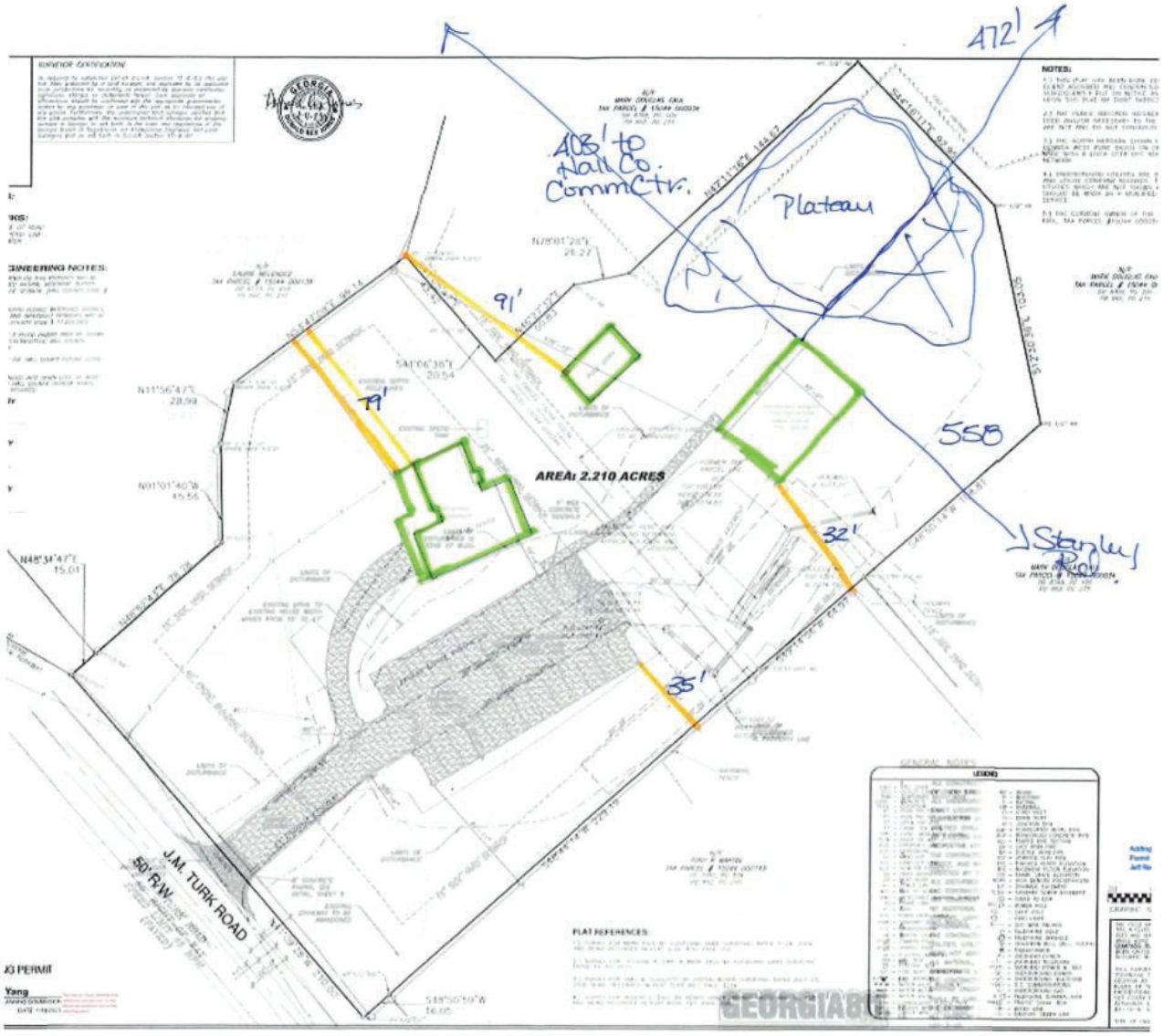
Enclosure 1 – Copy of the plats

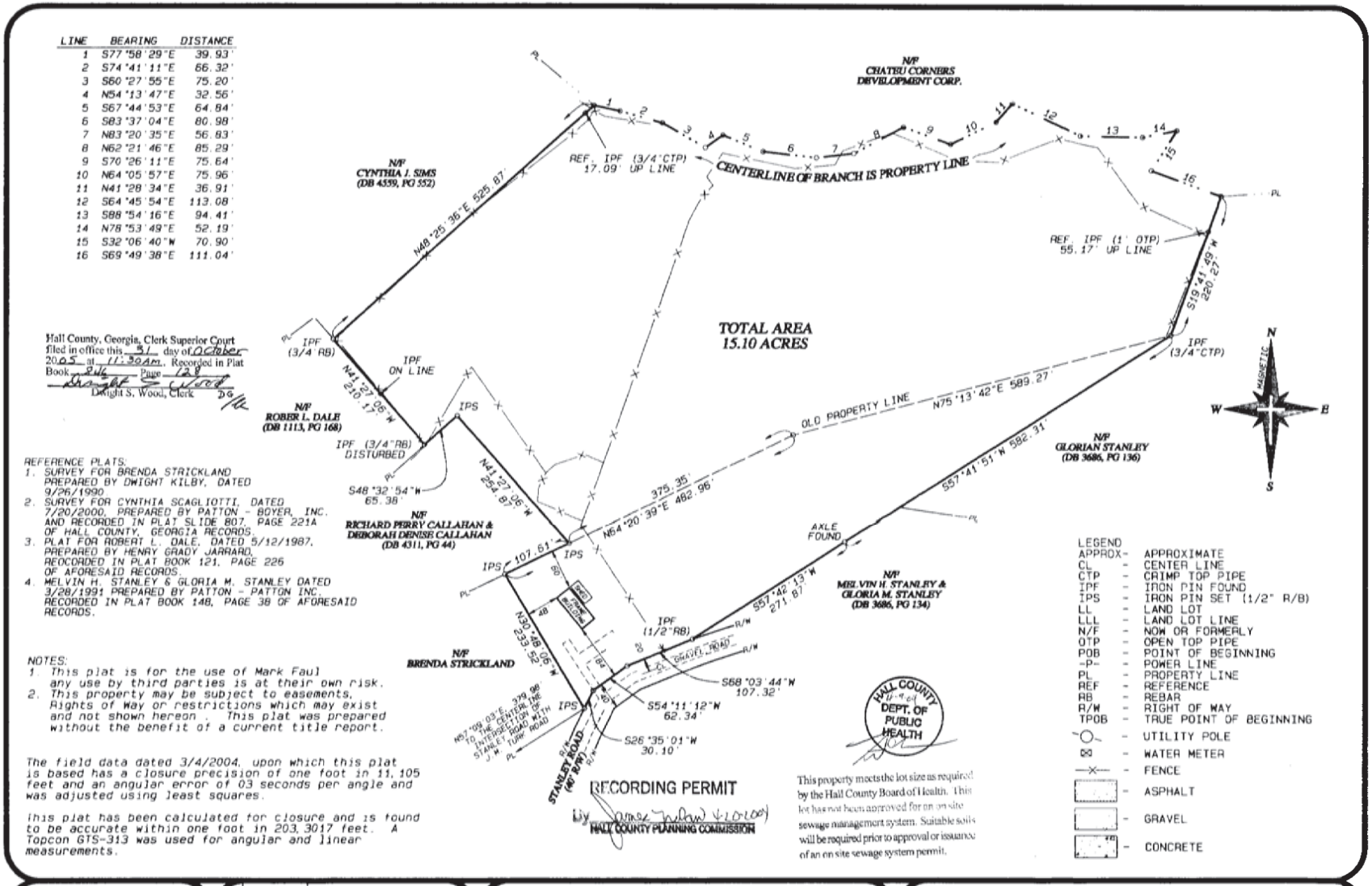
SITE PLAN
4527 JM Turk Road & 4967 Stanley Road (part)
8/8/2025



Mulberry Springs Vineyard & Winery
Flowery Branch, Georgia

Mulberry Springs Vineyard and Winery, 08 August 2025





GEORGIA REGISTERED No. 2864 PROFESSIONAL LAND SURVEYOR Robert S. Cleveland 3/26/04

THIS PLAT IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE, IN INK, OF THE REGISTRANT ACROSS THE REGISTRANT'S SEAL

NO.	DATE	DESCRIPTION
1.	3/26/2004	COMBINED TRACTS 1 & 2

REVISIONS

SURVEY FOR:

MARK FAUL

LOCATED IN
FLOWERY BRANCH DISTRICT,
G.M.D. # 1270,
HALL COUNTY, GEORGIA

Cleveland Land Surveying
3637 Rocky Ford Terrace, Gainesville, Georgia 30506
Office (678) 450-5787, Fax (678) 450-5789

DRAWN BY: RSC
DATE: 3/24/2004
PRO: 204016B

GRAPHIC SCALE
SCALE: 1"=100'
0' 50' 100' 200'

JOB #: 204016B

SHEET 1 OF 1

https://search.gsccca.org/Imaging/HTML5Viewer.aspx?id=2048436&key1=846&key2=128&county=69&countyname=HALL&userid=891638&appid=28 1/1

eFiled and eRecorded
DATE: 01/26/2023
TIME: 7:55 AM
PLAT BOOK: 883
PAGE: 75 - 75
FILING FEES: $10.00
PART ID: 2265719333
RECORDED BY: NB
Charles Baker, C.S.C
Hall County, GA

SURVEYOR CERTIFICATION:

As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

GEORGIA REGISTERED No. 2358 LAND SURVEYOR DONALD REX JONES
4-11-23

CURRENT ZONING:

RESIDENTIAL (AR-III)

BUILDING SETBACKS:

FRONT = 65' FROM CENTERLINE OF ROAD
OR 40' FROM PROPERTY LINE
WHICHEVER IS GREATER
SIDE = 15'
REAR = 25'

HALL COUNTY ENGINEERING NOTES:

ANY STREAM OR STATE WATER LOCATED ON THIS PROPERTY MAY BE SUBJECT TO A 50 FEET UNDISTURBED NATURAL VEGETATIVE BUFFER AND A 75 FEET IMPERVIOUS SURFACE SETBACK. (HALL COUNTY CODE § 8.170.070)

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)

THIS PROPERTY IS NOT LOCATED IN A FLOOD HAZARD AREA AS SHOWN ON FLOOD INSURANCE RATE MAP #131139C0311G, HALL COUNTY GEORGIA, DATED DECEMBER 1, 2022.

THIS PROPERTY IS NOT LOCATED IN THE HALL COUNTY FUTURE FLOOD ZONE PER HALL COUNTY GIS.

IF RESIDENTIAL PROPERTY IS SUBDIVIDED INTO SEVEN LOTS OR MORE WITH ALL LOTS ACCESSING EXISTING HALL COUNTY, GEORGIA ROADS, THEN STORMWATER MANAGEMENT IS REQUIRED.

APPROVED BY THE HALL COUNTY PLANNING DEPARTMENT

BY: _____

DATE: _____

APPROVED BY THE HALL COUNTY ENGINEER

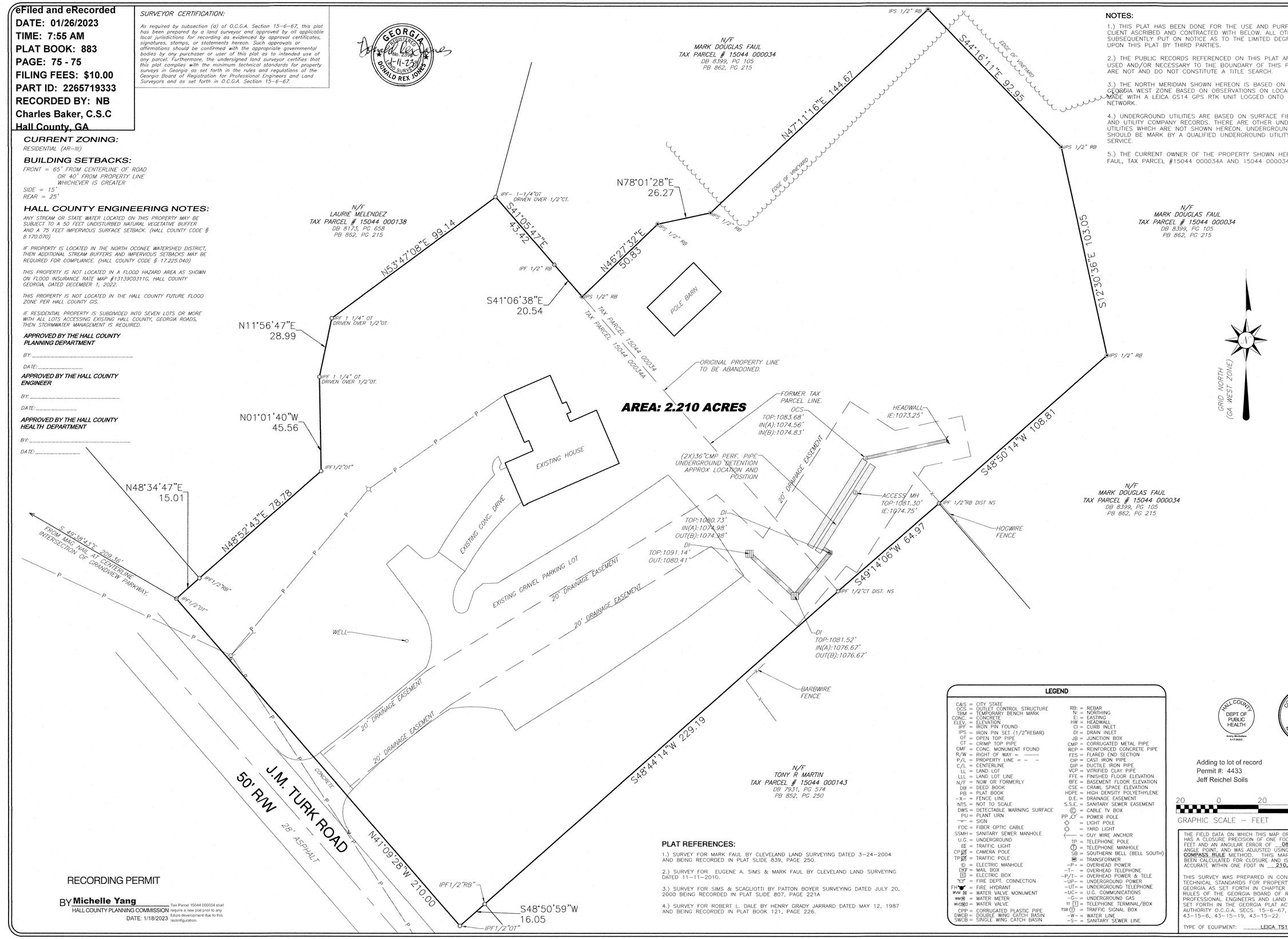
BY: _____

DATE: _____

APPROVED BY THE HALL COUNTY HEALTH DEPARTMENT

BY: _____

DATE: _____



NOTES:

1.) THIS PLAT HAS BEEN DONE FOR THE USE AND PURPOSE OF THE CLIENT ASCRIBED AND CONTRACTED WITH BELOW. ALL OTHER PARTIES ARE SUBSEQUENTLY PUT ON NOTICE AS TO THE LIMITED DEGREE OF RELIANCE UPON THIS PLAT BY THIRD PARTIES.

2.) THE PUBLIC RECORDS REFERENCED ON THIS PLAT ARE ONLY THOSE USED AND/OR NECESSARY TO THE BOUNDARY OF THIS PROPERTY. THEY ARE NOT AND DO NOT CONSTITUTE A TITLE SEARCH.

3.) THE NORTH MERIDIAN SHOWN HEREON IS BASED ON GRID NORTH, GEORGIA WEST ZONE BASED ON OBSERVATIONS ON LOCAL CONTROL POINTS MADE WITH A LEICA GS14 GPS RTK UNIT LOGGED ONTO THE eGPS RTK NETWORK.

4.) UNDERGROUND UTILITIES ARE BASED ON SURFACE FIELD INVESTIGATION AND UTILITY COMPANY RECORDS. THERE ARE OTHER UNDERGROUND UTILITIES WHICH ARE NOT SHOWN HEREON. UNDERGROUND UTILITIES SHOULD BE MARK BY A QUALIFIED UNDERGROUND UTILITY LOCATION SERVICE.

5.) THE CURRENT OWNER OF THE PROPERTY SHOWN HEREON IS MARK D. FAUL, TAX PARCEL #15044 000034A AND 15044 000034.

PLAT REFERENCES:

1.) SURVEY FOR MARK FAUL BY CLEVELAND LAND SURVEYING DATED 3-24-2004 AND BEING RECORDED IN PLAT SLIDE 839, PAGE 250.

2.) SURVEY FOR EUGENE A. SIMS & MARK FAUL BY CLEVELAND LAND SURVEYING DATED 11-11-2010.

3.) SURVEY FOR SIMS & SCAGLIOTTI BY PATTON BOYER SURVEYING DATED JULY 20, 2000 BEING RECORDED IN PLAT SLIDE 807, PAGE 221A

4.) SURVEY FOR ROBERT L. DALE BY HENRY GRADY JARRARD DATED MAY 12, 1987 AND BEING RECORDED IN PLAT BOOK 121, PAGE 226.

LEGEND

C&S = CITY STATE	RB: = REBAR
OCS = OUTLET CONTROL STRUCTURE	N: = NORTHING
TBM = TEMPORARY BENCH MARK	E: = EASTING
CONC. = CONCRETE	HW = HEADWALL
ELEV. = ELEVATION	CI = CURB INLET
IPF = IRON PIN FOUND	DI = DRAIN INLET
IPS = IRON PIN SET (1/2"REBAR)	JB = JUNCTION BOX
OT = OPEN TOP PIPE	CMP = CORRUGATED METAL PIPE
CT = CRIMP TOP PIPE	RCP = REINFORCED CONCRETE PIPE
CMF = CONC. MONUMENT FOUND	FES = FLARED END SECTION
R/W = RIGHT OF WAY = ———	CIP = CAST IRON PIPE
P/L = PROPERTY LINE = – – –	DIP = DUCTILE IRON PIPE
C/L = CENTERLINE	VCP = VITRIFIED CLAY PIPE
LL = LAND LOT	FFE = FINISHED FLOOR ELEVATION
LLL = LAND LOT LINE	BFE = BASEMENT FLOOR ELEVATION
N/F = NOW OR FORMERLY	CSE = CRAWL SPACE ELEVATION
DB = DEED BOOK	HDPE = HIGH DENSITY POLYETHYLENE
PB = PLAT BOOK	D.E. = DRAINAGE EASEMENT
-X- = FENCE LINE	S.S.E. = SANITARY SEWER EASEMENT
NTS = NOT TO SCALE	Ⓒ = CABLE TV BOX
DWS = DETECTABLE WARNING SURFACE	PP = POWER POLE
PU = PLANT URN	◇ = LIGHT POLE
▭ = SIGN	☼ = YARD LIGHT
FOC = FIBER OPTIC CABLE	⟵ = GUY WIRE ANCHOR
SSMH = SANITARY SEWER MANHOLE	TP = TELEPHONE POLE
U.G. = UNDERGROUND	Ⓣ = TELEPHONE MANHOLE
TL = TRAFFIC LIGHT	SB = SOUTHERN BELL (BELL SOUTH)
CP = CAMERA POLE	= TRANSFORMER
TP = TRAFFIC POLE	-P- = OVERHEAD POWER
= ELECTRIC MANHOLE	-T- = OVERHEAD TELEPHONE
= MAIL BOX	-P/T- = OVERHEAD POWER & TELE
= ELECTRIC BOX	-UP- = UNDERGROUND POWER
= FIRE DEPT. CONNECTION	-UT- = UNDERGROUND TELEPHONE
FH = FIRE HYDRANT	-UC- = U.G. COMMUNICATIONS
WVM = WATER VALVE MONUMENT	-G- = UNDERGROUND GAS
WM = WATER METER	TT = TELEPHONE TERMINAL/BOX
WV = WATER VALVE	TSB = TRAFFIC SIGNAL BOX
CPP = CORRUGATED PLASTIC PIPE	-W- = WATER LINE
DWCB = DOUBLE WING CATCH BASIN	-S- = SANITARY SEWER LINE
SWCB = SINGLE WING CATCH BASIN	

RECORDING PERMIT

BY **Michelle Yang**
HALL COUNTY PLANNING COMMISSION
DATE: 1/18/2023

Tax Parcel 15044 000034 shall require a new plat prior to any future development due to this reconfiguration.

HALL COUNTY DEPT. OF PUBLIC HEALTH
Emily McGahee
1/17/2023

COUNTY ENGINEERS
APPROVED
Jason Skarda
1/20/2023
HALL COUNTY, GEORGIA

Adding to lot of record
Permit #: 4433
Jeff Reichel Soils

20 0 20 40 60
GRAPHIC SCALE – FEET

THE FIELD DATA ON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 57,191 FEET AND AN ANGULAR ERROR OF 08 SECONDS PER ANGLE POINT, AND WAS ADJUSTED USING THE COMPASS RULE METHOD. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 210,637 FEET.

THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67. AUTHORITY O.C.G.A. SECS. 15-6-67, 43-15-4, 43-15-6, 43-15-19, 43-15-22.

TYPE OF EQUIPMENT: LEICA TS16

Atlas Technical Consultants, LLC
Engineering • Planning • Landscape Architecture • Land Acquisition • Surveying
LSF001323, EXP: 6/30/2024
930 Interstate Ridge Drive Suite "F"
Gainesville, Georgia 30501
PHONE:(770)532-4021 FAX:(770)532-4023

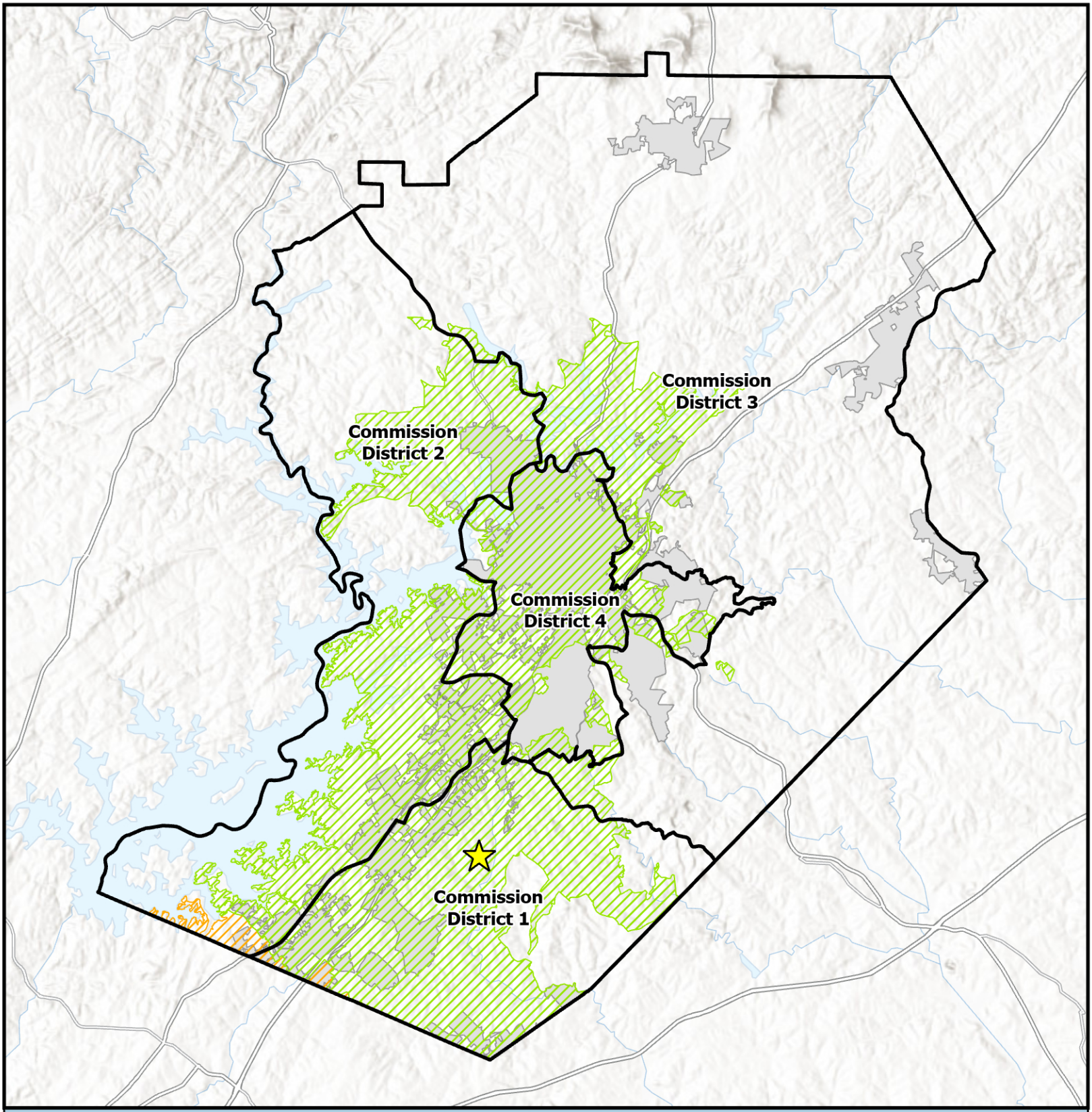
BOUNDARY SURVEY FOR:

MARK FAUL
4527 JM TURK RD
FLOWERY BRANCH MILITIA DISTRICT
HALL COUNTY, GEORGIA

SHEET
1 of 1
SHEETS

VERTICAL SCALE:	N/A
HORIZONTAL SCALE:	1" = 20'
DATE:	12/05/2022
DATE OF FIELD SURVEY:	12/02/2022
DRAWN BY:	JVN
CHECKED BY:	DRJ
JOB NO.:	20G231A

Apr 18 2022 11:41:25 C:\Users\jvn\Desktop\20G231A\20G231A.dwg
© 2022



Overview Map

- Subject Area Location
- Subject Area
- Commision Districts
- City Limits

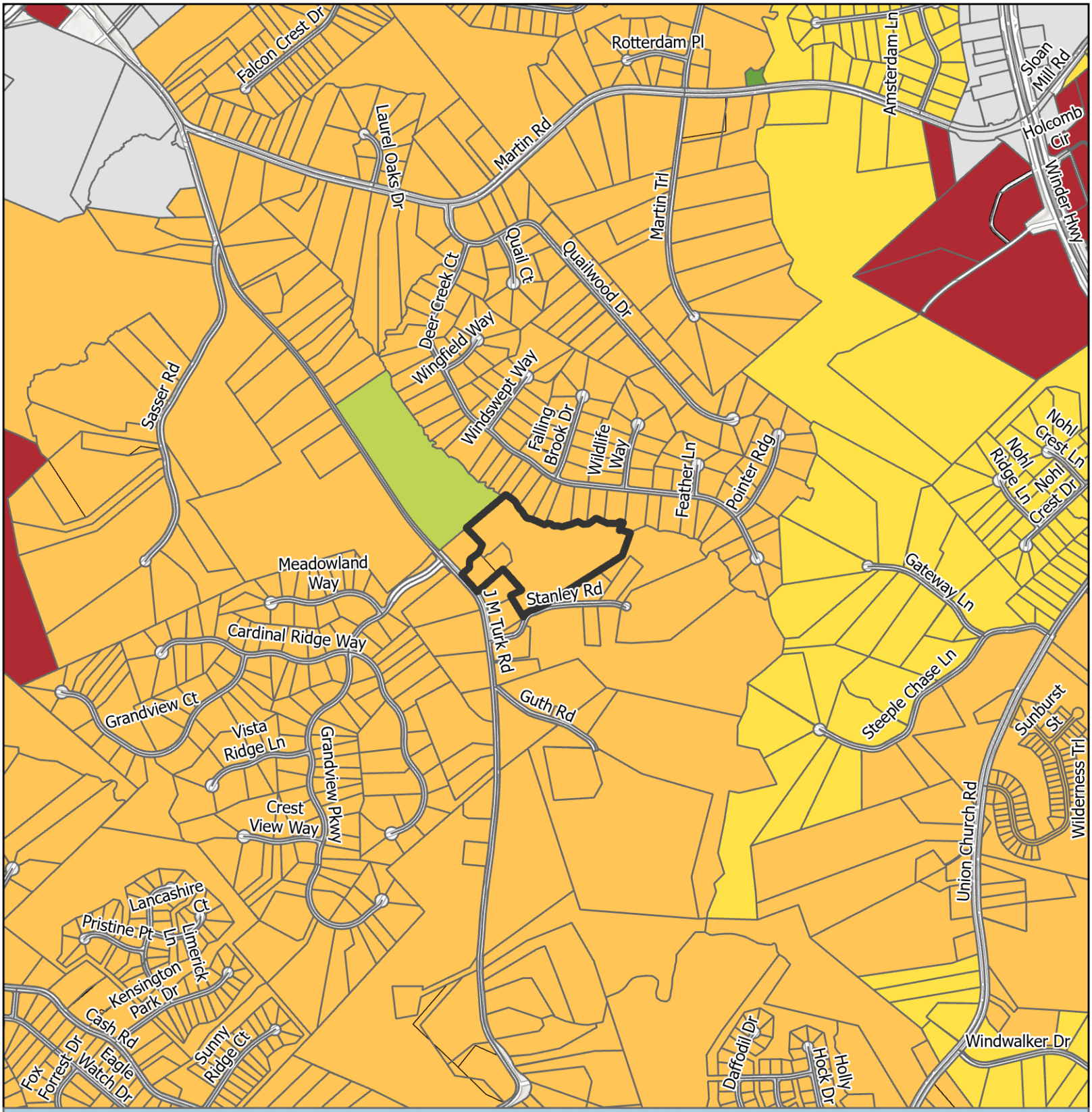
Urbanized Zone Areas

- Atlanta, GA
- Gainesville, GA

Applicant: Mulberry Springs Vineyard & Winery
Tax Parcel #: 15044 000034 & 000034A
Location: 4527 J M Turk Road & 4567 Stanley Road
Commission District: 1

HALL COUNTY
GEORGIA
We have it all in Hall

Date Prepared: 5/5/2026



Future Land Use Map

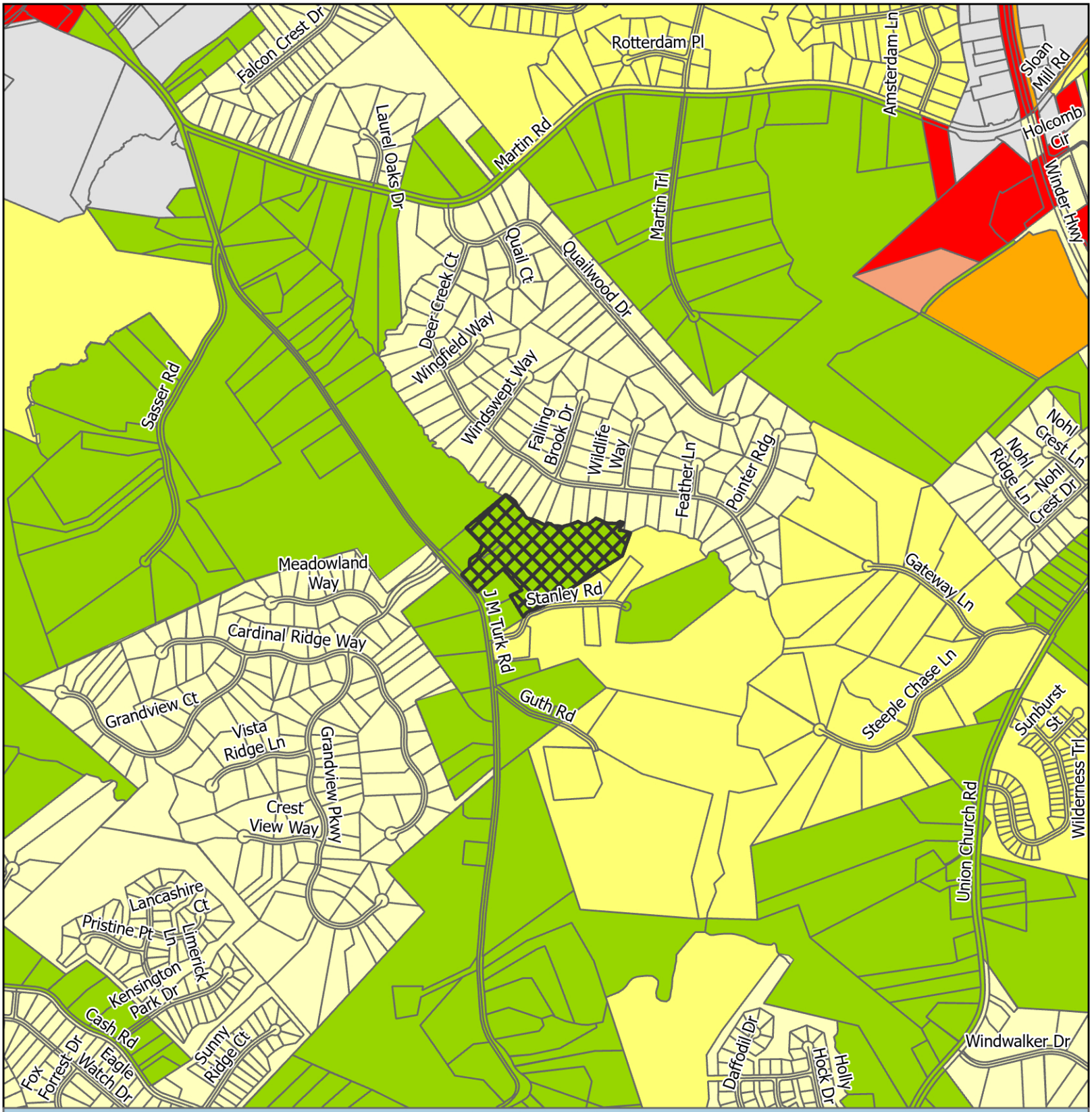
Subject Area
City Limits

FLU
- Business Corridors
- Greenspace - Conservation
- Greenspace - Parks
- Suburban Neighborhood, Low-Density
- Suburban Neighborhood, Medium-Density

Applicant: Mulberry Springs Vineyard & Winery
Tax Parcel #: 15044 000034 & 000034A
Location: 4527 J M Turk Road & 4567 Stanley Road
Commission District: 1

HALL COUNTY
GEORGIA
We have it all in Hall

Date Prepared: 5/5/2026



Zoning Map

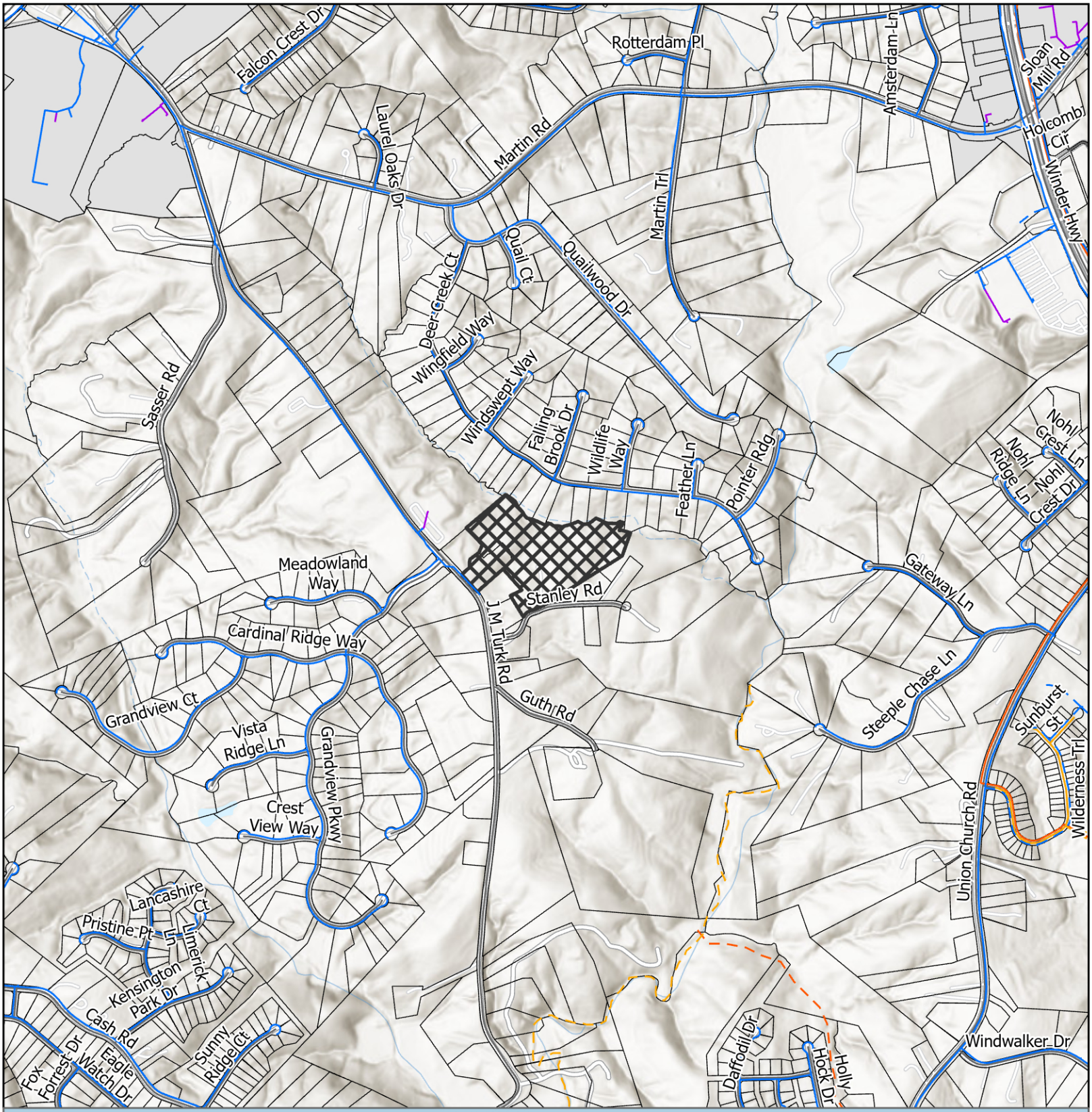
Subject Area
City Limits

Zoning
AR-1
H-B
O-I
PCD
POD
PRD
R-1

Applicant: Mulberry Springs Vineyard & Winery
Tax Parcel #: 15044 000034 & 000034A
Location: 4527 J M Turk Road & 4567 Stanley Road
Commission District 1

HALL COUNTY
GEORGIA
We have it all in Hall

Date Prepared: 5/5/2026



Utilities Map

- Private of Other System
- Waterline
- Preliminary Waterline
- County Existing Sewerline
- County Proposed Sewerline
- County Forcemain
- County Propsed Forcemain
- Subject Area
- City Limits

Applicant: Mulberry Springs Vineyard & Winery
Tax Parcel #: 15044 000034 & 000034A
Location: 4527 J M Turk Road & 4567 Stanley Road
Commission District 1

HALL COUNTY
GEORGIA
We have it all in Hall

Date Prepared: 5/5/2026



Site Plan & Aerial Map

Subject Area
Parcel

Applicant: Mulberry Springs Vineyard & Winery
Tax Parcel #: 15044 000034 & 000034A
Location: 4527 J M Turk Road & 4567 Stanley Road
Commission District 1

HALL COUNTY
GEORGIA
We have it all in Hall

Date Prepared: 5/7/2026



Subject Area
Parcel

Applicant: Mulberry Springs Vineyard & Winery
Tax Parcel #: 15044 000034 & 000034A
Location: 4527 J M Turk Road & 4567 Stanley Road
Commission District 1

Aerial Map

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

Date Prepared:
5/7/2026

eFiled & eRecorded
DATE: 6/12/2020
TIME: 11:44 AM
DEED BOOK: 08509
PAGE: 00037 - 00038
RECORDING FEES: $25.00
TRANSFER TAX: $155.00
PARTICIPANT ID: 3758271351
CLERK: Charles Baker
Hall County, GA
PT61: 069-2020-003813
NOTE: By JP

After recording, return to:

SMITH, GILLIAM WILLIAMS & MILES, P.A.
301 Green Street, P. O. Box 1098
Gainesville, Georgia 30503
SGWM-9241

WARRANTY DEED

STATE OF Georgia,

COUNTY OF Hall

THIS INDENTURE is made this 12th day of June, 2020, between **Robert L. Dale** (hereinafter referred to as "Grantor") and **Mark D. Faul** (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.)

WITNESSETH

GRANTOR, in consideration of Ten Dollars($10.00) and other good and 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 described property, to wit:

TRACT I

All that tract or parcel of land, situate, lying and being in GMD 392 of Hall County, Georgia, known as a portion of the John E. Strickland Homeplace and being more particularly described according to plat prepared for Robert L. Dale by Henry Grady Jarrard, Registered Surveyor, dated May 12, 1987 and recorded in Plat Book 121, page 226 of the Hall County, Georgia records, which survey is incorporated herein by reference as part of this description.

eFiled & eRecorded
DATE: 6/12/2020
TIME: 11:44 AM
DEED BOOK: 08509
PAGE: 00038

AND ALSO CONVEYED:

TRACT II

All that lot, tract, or parcel of land, lying and being in the Clinchem District (GMD 392) of Hall County, Georgia, and containing 0.14 acre shown as Area to be Deeded "B" according to that plat prepared for Greg L. Sims and Cynthia J. Scagliotti by Chris M. Patton, Georgia Registered Land Surveyor, dated July 20, 2000 and last revised August 8, 2001, and recorded in Plat Slide 807, page 221A of the Hall County, Georgia Plat records, and which plat is hereby incorporated for a more complete description of said property.

Tract I being the same property as conveyed by Warranty Deed from Brenda S. Dale to Robert L. Dale in Deed Book 624, page 274 and Deed Book 1113, page 168, Hall County, Georgia Deed records and Tract II being the same property as conveyed by Warranty Deed from Greg L. Sims and Cynthia J. Scagliotti to Robert L. Dale recorded in Deed Book 4025, page 477, aforesaid records.

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 Grantee forever in FEE SIMPLE.

AND GRANTOR WILL WARRANT and forever defend the right and title to the Land unto Grantee against the claims of all persons whomsoever.

EXECUTED under seal as of the date above.

Robert L Dale 6/12/20 (SEAL)
Robert L. Dale

Signed, sealed and delivered in the presence of:

Witness

Notary Public

Gwinnett County, Georgia

LISA MARIE PATTERSON NOTARY PUBLIC GWINNETT COUNTY GEORGIA MY COMMISSION EXPIRES FEBRUARY 24, 2022

AFTER RECORDING RETURN TO:
Mark D. Faul
4567 Stanley Road
Flowery Branch, Georgia 30542
NO TITLE EXAMINATION PERFORMED

FILED & RECORDED
DATE: 12/23/2019
TIME: 3:23PM
DEED BOOK: 8399
PAGES: 105-106
FILING FEES: $12.00
PT61: 069201900948Z
TRANSFER TAX: $.00
Recorded By: MT
Charles Baker, C.S.C.
Hall County, GA

File

Fuller, Oliver & Maher LLP
P.O. Box 1457
Gainesville, GA 30507

QUIT-CLAIM DEED

STATE OF GEORGIA
COUNTY OF Hall

This indenture made this 27th day of September, 2019, between **Lena Jean Faul, a/k/a Lena Faul f/k/a Lena J. Faul** (hereinafter called "Grantor") and **Mark Douglas Faul, a/k/a Mark Faul, a/k/a Mark D. Faul,** (hereinafter called "Grantee").

(The words "Grantor" and "Grantee" shall include their respective heirs, successors and assigns, where the context requires or permits, and shall include the singular and plural, and the masculine, feminine, and neuter, as the context requires).

WITNESSETH that Grantor, for and in consideration of the terms and conditions set forth within the Settlement Agreement entered in relation to a Settlement Agreement to be filed in Hall County Superior Court Case Number 2019-CV-1704W, the receipt of which is hereby acknowledged, has bargained, sold, and does by these presents, bargain, sell, remise, release, and forever quitclaim to Grantee all the right, title, interest, claim, or demand which the Grantor has or may have in and to the following described Property comprised of two parcels for a total of 18.21 acres located at 4567 Stanley Road, Flowery Branch, Georgia 30542, to wit:

Parcel One, described in the Warranty Deed filed on May 5, 2004 at Book 4961, Pages 443-444:

All that tract or parcel of land lying and being in the Flowery Branch District (G.M.D. 1270), Hall County, Georgia, and being 15.10 acres according to a survey for Mark Faul prepared by Robert S. Cleveland, Georgia Registered Land Surveyor, Cleveland Land Surveying, dated March 24, 2004, and more fully described according to said survey as follows:

BEGINNING at an iron pin set on the northwesterly right of way of Stanley Road (40-foot right of way) which pin is located North 57 decrees 09 minutes 03 seconds East 379.98 feet from the centerline intersection of Stanley Road with J.M. Turk Road; thence running North 30 degrees 48 minutes 06 seconds West 233.52 feet along property now of Brenda Strickland; thence running along property now or formerly of Richard and Deborah Callahan North 64 degrees 20 minutes 39 seconds East 107.61 feet to an iron pin set; North 41 degrees 27 minutes 06 seconds West 254.87 feet to an iron pin set; and South 48 degrees 32 minutes 54 seconds West 65.38 feet to an iron pin found; thence along property now or formerly of Robert L. Dale North 41 degrees 27 minutes 06 seconds West 210.17 feet to an iron pin found; thence along property now or formerly of Cynthia J. Sims North 48 degrees 25 minutes 36 seconds East 525.87 feet to the centerline of a branch; thence along the branch the following courses and distances: South 77 degrees 58 minutes 29 seconds East 39.93 feet; South 74 degrees 41 minutes 11 seconds East 66.32 feet; South 60 degrees 27 minutes 55 seconds East 75.20 feet; North 54 degrees 13 minutes 47 seconds East 32.56 feet; South 67 degrees 44 minutes 53 seconds East 64.84 feet; South 83 degrees 20 minutes 35 seconds East 56.83 feet; North 72 degrees 21 minutes 46 seconds East 85.29 feet; South 70 degrees, 26 minutes 11 seconds East 75.64 feet; North 64 degrees 05 minutes 57 seconds East 75.96 feet; North 41 degrees 28 minutes 34 seconds East 36.91 feet; South 64 degrees 45 minutes 54 seconds

https://search.gsccca.org/Imaging/HTML5Viewer.aspx?id=75062908&key1=8399&key2=105&county=69&countyname=HALL&userid=891638&appid=4 1/1

East 113.08 feet; South 88 degrees 54 minutes 16 seconds East 94.41 feet; North 78 degrees 53 minutes 49 seconds East 52.19 feet; South 32 degrees 06 minutes 40 seconds West 70.90 feet; and South 69 degrees, 49 minutes 38 seconds East 111.04 feet; thence along property now or formerly of Melvin and Gloria Stanley South 19 degrees 41 minutes 49 seconds West 220.27 feet to an iron pin found; thence South 57 degrees 41 minutes 51 seconds West 582.31 feet to an axle found; thence South 57 degrees 42 minutes 13 seconds West 271.87 feet to an iron pin found on the northerly right of way of Stanley Road; thence along Stanley Road South 68 degrees 03 minutes 44 seconds West 107.32 feet to a point; thence South 54 degrees 11 minutes 12 seconds West 62.34 feet to a point; thence South 26 degrees 35 minutes 01 seconds West 30.10 feet to the iron pin at the point of beginning.

Parcel Two, described in the Warranty Deed filed on November 23, 2010 at Book 6772, Pages 7-8:

All that tract or parcel of land lying and being in the Flowery Branch District G.M.D. 1270 Hall County, Georgia, and being Tract 2 containing 3.109 acres, more or less, located off J.M. Turk Road, as shown on the survey for Eugene A Sims and Mark Faul prepared by Robert S. Cleveland, Georgia Registered Land Surveyor, dated November 11, 2010, and recorded in Plat Book 862, page 215, Hall County, Georgia Plat Records. Said plat and the reference thereto are incorporated herein for a more complete description of said property.

This being part of the same property described in the Deed Under Power between Greg L. Sims acting through his attorney in fact, Eugene Sims, and Eugene Sims, dated August 4, 2009, and recorded in Deed Book 6592, pages 210-212, Hall County, Georgia Deed Records.

TO HAVE AND TO HOLD the said Property unto the said Grantee so that neither the Grantor nor its successors or assigns nor any other person or persons claiming under Grantor shall at any time claim or demand any right, title, or interest to the said Property or its appurtenances.

IN WITNESS WHEREOF, the Grantor has signed and sealed this Deed the day and year above written.

Signed, sealed and delivered in the presence of:

Unofficial Witness

NOTARY PUBLIC

VANESSA M. SYKES NOTARY PUBLIC HALL COUNTY, GA My Commission Expires June 19, 2021

(SEAL)
Lena Jean Faul, a/k/a Lena Faul
f/k/a Lena J. Faul

https://search.gsccca.org/Imaging/HTML5Viewer.aspx?id=75062908&key1=8399&key2=105&county=69&countyname=HALL&userid=891638&appid=4 1/1

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

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>

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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 Planning Items for the June 11, 2026 Hall County Board of Commissioners Voting Meeting

From Hash, Christopher M <CHash@dot.ga.gov>
Date Tue 5/5/2026 3:40 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Cc Katie G. Ahmed (Planning) <kahmed@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.

Hey Kaitlyn,

The zoning review for 4527 J M Turk Road & 4567 Stanley Road is located off system and no impacts to the state route are expected.

Christopher Hash, P.E.
D1 Traffic Operations Supervisor

GDOT Georgia Department of Transportation

A1, A4 Access and Operations
1475 Jesse Jewell Pkwy
Suite 100
Gainesville, GA, 30501
470.201.8029 cell

From: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Sent: Friday, May 1, 2026 2:37 PM
Subject: Tentative Planning Items for the June 11, 2026 Hall County Board of Commissioners Voting 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,

The subject item included in this Tentative Packet for the June 11, 2026, Board of Commissioners meeting was previously reviewed by this Development Review Team as part of the September 9, 2025, Planning Commission agenda. At the direction of County legal counsel, the item was tabled at that time.

The County has now approved the application to move forward. For your reference, we have attached your previous comments, where applicable. We would appreciate an updated response, even if your original comments

remain unchanged. Failure to provide comments in a timely manner may result in the information not being included in the staff report.

No changes have been made to the project since the prior review. Please feel free to reach out if you have any questions.

PLEASE NOTE: These items will be discussed at next week's Development Review meeting.

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 **Wednesday, May 13, 2026.** Email comments to Katie (kahmed@hallcounty.org) and Kaitlyn (kelliott@hallcounty.org).

(A) 4527 J M Turk Road & 4567 Stanley Road | Special Use | on a 19.44± acre combined 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 | **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 19.44± acre combined 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 | **Proposed Use: Agri-entertainment venue** | Commission District 1 | **Mulberry Springs Vineyard & Winery**, **applicant**

Thank you,

Kaitlyn Elliott
Planning Commission Clerk
Planning and Zoning
(770) 531-6810
kelliott@hallcounty.org
www.hallcounty.org

Please note, as of January 20, Community Development and Infrastructure departments, including Planning and Zoning, have been temporarily relocated to 2829 Browns Bridge Road, the Hall County Government Center Temporary Annex.

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

Hall County Planning and Zoning does NOT accept wire transfers.
All payments must be made through the Accela Portal or in person.
If you receive any request for a wire transfer, please contact our office immediately—it may be fraudulent.

Human trafficking impacts every corner of the globe, including our state and local communities. Georgia DOT is

committed to end human trafficking in Georgia through education enabling its employees and the public to recognize the signs of human trafficking and how to react in order to help make a change. To learn more about the warning signs of human trafficking, visit https://doas.ga.gov/human-resources-administration/human-trafficking-awareness/trafficking-in-georgia. To report any suspicious activity, call the Georgia Human Trafficking Hotline at 866-363-4842. Let’s band together to end human trafficking in Georgia.

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 |

Zoned R-1-L; Tax Parcel 09056A000008 **| Proposed Use: Accessory dwelling unit |** * Commission District 3 **| Nedra Riddle, applicant**

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**

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**

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   (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**

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   (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**

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Grandview Parkway | Zoned AR-1; Tax Parcels 15044 000034A & 000034 (pt) **| Proposed Use: Agri-entertainment venue |** * Commission District 1 **| Mulberry Springs Vineyard & Winery, applicant**

*The Planning Commission's decision will be the final action taken unless appealed to the Board of Commissioners. To do so, file an application with the Planning Department within 30 days of the Planning Commission's decision.

The Hall County Board of Commissioners will hear appeals at a public hearing **Tuesday, October 7, 2025**, at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

The Planning Commission's recommendation will be forwarded to the Board of Commissioners for final action at a public hearing on **Tuesday, October 7, 2025. The Board will meet at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

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*

Human trafficking impacts every corner of the globe, including our state and local communities. Georgia DOT is committed to end human trafficking in Georgia through education enabling its employees and the public to recognize the signs of human trafficking and how to react in order to help make a change. To learn more about the warning signs of human trafficking, visit https://doas.ga.gov/human-resources-administration/human-trafficking-awareness/trafficking-in-georgia. To report any suspicious activity, call the Georgia Human Trafficking Hotline at 866-363-4842. Let's band together to end human trafficking in Georgia.

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435
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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: 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
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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**

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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**

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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**

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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: August 1, 2025

Subject: September 2, 2025 - Hall County Planning Commission Agenda

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b. **Traffic:** May require left and right turn lanes or a right-hand passing lane.
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Outlook

Fire Comments

From John Hornick (Fire Services) <jhornick@hallcounty.org>
Date Fri 7/25/2025 3:45 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.

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Hall County Fire Marshal's Office Comments:

1. Architectural documents from May 13, 2023, indicate the occupancy load to be 111 occupants in the tasting room and 22 occupants in the basement. According to Life Safety Code section 12.3.5.2 a fire protection system is not required since the occupant load does not exceed 300 occupants. The maximum number off occupants including staff will be 111 in the tasting room.
2. Architectural documents from May 13, 2023, indicate the applicant will be installing a fire alarm system. The applicant will need to submit fire alarm plans to the Hall County Fire Marshal's Office for review and approval.

Regards,

John Hornick, NPQ Fire Service Plans Examiner 1
Lieutenant, Hall County Fire Rescue
Hall County Government
Main: 770-531-6838 | Cell: 404-597-0083
Website: www.Hallcounty.org

Outlook

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Lieutenant, Hall County Fire Rescue
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Outlook

Tentative Planning Items for the June 11, 2026 Hall County Board of Commissioners Voting Meeting

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Tue 5/12/2026 11:33 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

1 attachment (19 KB)
4527 J M Turk Road & 4567 Stanley Road.docx;

From: John Smith (Tax Assessors) <jtsmith@hallcounty.org>
Sent: Tuesday, May 12, 2026 11:31 AM
To: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Cher Melendez (Tax Assessors) <cmelendez@hallcounty.org>
Cc: Lynn Taylor (Planning) <ltaylor@hallcounty.org>
Subject: RE: Tentative Planning Items for the June 11, 2026 Hall County Board of Commissioners Voting Meeting

Applicant's name: Mark Faul

Property address: 4527 J M Turk Road & 4567 Stanley Road

Parcel Number: 15044 000034 & 15044 000034A

It is the responsibility of the Board of Assessors to approve or deny Conservation Use applications or impose breaches. One of these parcels is under a conservation use contract. Our office has requested a Plan of Action from the owner; however, we have yet to receive it. It is our opinion not having a plan of action to review that we would recommend denial at this time.

John Smith

Deputy Chief Appraiser

770-531-6722

jtsmith@hallcounty.org

Outlook

Re: September 2, 2025 Hall County Planning Commission Meeting Tentative Agenda

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From Cher Melendez (Tax Assessors) <cmelendez@hallcounty.org>
Date Thu 7/24/2025 12:42 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Cc Steve Watson (Real Property) <rswatson@hallcounty.org>

#9 CUVA 2023 on 15-44-34 not 34A taxpayer has been contacted

Thank you and have a terrific day!

CONSERVATION APPOINTMENT---SCHEDULE HERE

Blessings,

Cher Melendez
Specialized Assessment Manager
Hall County Tax Assessor Office
770.531.6752 T
cuva@hallcounty.org

SPECIALIZED ASSESSMENTS INFO

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

From: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Sent: Thursday, July 24, 2025 11:25 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

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*The Planning Commission's decision will be the final action taken unless appealed to the Board of Commissioners. To do so, file an application with the Planning Department within 30 days of the Planning Commission's decision.

The Hall County Board of Commissioners will hear appeals at a public hearing **Tuesday, October 7, 2025**, at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

The Planning Commission's recommendation will be forwarded to the Board of Commissioners for final action at a public hearing on **Tuesday, October 7, 2025. The Board will meet at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

Kaitlyn Elliott

Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
BUSINESS LICENSE DIVISION

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435

GAINESVILLE, GA 30503

t: 770.531.6815 | f: 770.531.4953

DEVELOPMENT SERVICES DIRECTOR
Kristie Turner

BUSINESS LICENSE DIRECTOR
Brandi Smith

To: Katie Ahmed, Director of Planning and Zoning

From: Brandi Smith, Business License Director

Date: May 5, 2026

Subject: June 11, 2026 Hall County Board of Commissioners meeting- Planning Items

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Please be advised that our office has reviewed the Planning items forwarded to the Hall County Board of Commissioners for consideration at the June 11, 2026 meeting. Upon review, we provide the following comments.

- 4527 JM Turk Road & Stanley Road – Mulberry Springs Vineyard & Winery
    - Mulberry Springs Vineyard & Winery has an active business license for Farm Winery. If approved for a Special Use, applicant will need to update their business license.

Hall County Government

COMMUNITY DEVELOPMENT & INFRASTRUCTURE
BUILDING INSPECTIONS DIVISION

HALL COUNTY
GEORGIA
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POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | Option 3
e: permits@hallcounty.org

DIRECTOR OF DEVELOPMENT SERVICES
KRISTIE TURNER

To: Katie Ahmed, Director of Planning and Zoning

From: Kristie Turner, Director of Development Services
Cody Edward, Interim Building Official
Scott Cone, Permit Manager

Date: May 13, 2026

Subject: June 11, 2026
Hall County Board of Commission Agenda

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the June 11, 2026, meeting. Upon review, we provide the following comments.

(A) 4527 J M Turk Road & 4567 Stanley Road | Special Use | on a 19.44± acre combined 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 | **Proposed Use: Agri-entertainment venue** | Commission District 1 | **Mulberry Springs Vineyard & Winery**, **applicant**

Building Inspections: There is an active building permit for the tasting room - **HCNEW24-0012**

(B) 4527 J M Turk Road & 4567 Stanley Road | Variance to Section 7.7.3 | on a 19.44± acre combined 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 | **Proposed Use: Agri-entertainment venue** | Commission District 1 | **Mulberry Springs Vineyard & Winery**, **applicant**

Building Inspections: There is an active building permit for the tasting room - **HCNEW24-0012**

Gary and Darlene Long

4655 Quailwood Drive

Flowery Branch, GA 30542

August 25, 2025

Subject: Support for Variance Request (HVAR25-0035) & Conditional Use Request (HZCU25-0037) – Mulberry Springs Vineyard and Winery

Dear Members of the Hall County Planning Commision,

We are writing in support of the variance and conditional use requests submitted by Mulberry Springs Vineyard and Winery, located at 4527 JM Turk Road, Flowery Branch, GA 30542. Approval will allow the winery to charge for use of its space for community-based activities.

Mulberry Springs has been a positive addition to our community since opening in 2023, and we have benefitted in several ways:

- Our Quailwood Subdivision shares a 1,500-foot border with the winery, and its well-maintained grounds provide natural beauty and peaceful scenery.
- The space would give local families and neighborhoods a much-needed option for gatherings and events, as few rental venues are available nearby.
- This request represents a balanced, reasonable use of the property and remains compatible with the surrounding community.
- Supporting this variance will help preserve community character in the face of ongoing overdevelopment.

We believe granting this request is in the best interest of both the community and the winery. We anticipate no negative impacts and value the responsible way the owners have managed the property.

Sincerely,

Gary and Darlene Long

Dorothy Q Nieto
Resident and Board Member Quailwood Subdivision
4604 Quail Ct
Flowery Branch GA 30542
[redacted]

August 25, 2025

Subject: Letter of Support for Variance Request (HVAR25-0035) and Conditional Use Request (HZCU25-0037) for Mulberry Springs Vineyard and Winery

Dear Members of the Hall Co Zoning Board,

I am writing to express my full support for the variance and conditional use requests submitted by Mulberry Springs Vineyard and Winery, located at 4527 JM Turk Road, 30542. These requests seek approval to allow the winery to rent space for community-oriented events and activities.

Mulberry Springs has been a valuable and welcome addition to our neighborhood since its opening in 2023. Our subdivision shares approximately 1,500 feet of border with the winery, and many of our members have enjoyed its tranquil setting and thoughtfully maintained grounds. The winery contributes positively to the atmosphere and aesthetic of the area.

I support this request for several reasons:

- The winery provides a beautiful, peaceful space that enhances the overall environment of our community.
- Approval would give our members access to a local venue for gatherings, events, and recreational activities—something that is lacking in the area.
- It is surprising that current zoning restrictions prohibit the rental of such a space, especially considering the limited availability of local event venues.
- Granting this variance would support a balanced approach to development in a region facing increasing density and rapid growth.
- The proposed use aligns with the character of the area and represents a reasonable and compatible use of the property.

I believe these requests are in the best interest of our community and will not result in any negative impact on nearby properties or public welfare. We respectfully ask the Board to consider approval of this variance and conditional use request.

Sincerely,
Dorothy Q Nieto
President
Nieto Research, Inc.

August 28, 2025

Jared Meehan Melendez,
Katie Melendez
4543 J M TURK ROAD
FLOWERY BRANCH, GA 30542

Subject: Letter of Support for Variance Request (HVAR25-0035) and Conditional Use Request (HZCU25-0037) for Mulberry Springs Vineyard and Winery

Dear Members of the Hall County Zoning Board:

I am writing to express my support for the variance and conditional use requests submitted by Mulberry Springs Vineyard and Winery, located at 4527 JM Turk Road, 30542. These requests seek approval to allow the winery to rent space for community-oriented events and activities. My property is adjacent, and we share a 150 foot boarder with Mulberry Springs Winery.

I support this request for several reasons:

- The winery is a stunning addition to the community and is managed well.
- We are occasional winery patrons and have enjoyed watching the vineyard grow and develop into the largest vineyard in Hall County.
- Granting this variance would support a balanced approach to development in an area that undergoing increased over-development pressures.

This request is consistent with the agriculture zoning in the area and in the best interest of the surrounding area. We recommend approving this request.

Sincerely,

Katie Melendez

Jared Melendez

August 28, 2025

Jared Meehan Melendez,
Katie Melendez
4543 J M TURK ROAD
FLOWERY BRANCH, GA 30542

Subject: Letter of Support for Variance Request (HVAR25-0035) and Conditional Use Request (HZCU25-0037) for Mulberry Springs Vineyard and Winery

Dear Members of the Hall County Zoning Board:

I am writing to express my support for the variance and conditional use requests submitted by Mulberry Springs Vineyard and Winery, located at 4527 JM Turk Road, 30542. These requests seek approval to allow the winery to rent space for community-oriented events and activities. My property is adjacent, and we share a 150 foot boarder with Mulberry Springs Winery.

I support this request for several reasons:

- The winery is a stunning addition to the community and is managed well.
- We are occasional winery patrons and have enjoyed watching the vineyard grow and develop into the largest vineyard in Hall County.
- Granting this variance would support a balanced approach to development in an area that undergoing increased over-development pressures.

This request is consistent with the agriculture zoning in the area and in the best interest of the surrounding area. We recommend approving this request.

Sincerely,

Katie Melendez

Jared Melendez

August 28, 2025

Laurie Malendez
4505 JM Turk Road
Flowery Branch GA 30542

Subject: Letter of Support for Variance Request (HVAR25-0035) and Conditional Use Request (HZCU25-0037) for Mulberry Springs Vineyard and Winery

Dear Members of the Hall County Zoning Board:

I am writing to express my support for the variance and conditional use requests submitted by Mulberry Springs Vineyard and Winery, located at 4527 JM Turk Road, 30542. These requests seek approval to allow the winery to rent space for community-oriented events and activities. My property is adjacent, and we share a 450 foot boarder with Mulberry Springs Winery. Since 2020, we have watched the vineyard flourish, and Mulberry Springs Winery develop and open. It is a rare and beautiful addition to the community.

I support this request for several reasons:

1. The winery provides a beautiful, peaceful space that embraces community activities such as charity events, dog adoptions, graduation parties and marriage proposals.
2. The owner has had a good track record of addressing any concerns with me, such as building a fence between our properties. If there is an increase in winery activity most of that activity will be in the new building, which is about 300 feet from my house.
3. Granting this variance would support a balanced approach to development in an area that is undergoing increased development.

I believe this request is in the best interest of our community. We respectfully ask the Board to consider approval of this variance and Agri Entertainment use request.

Sincerely,

Laurie Melendez

Laurie Melendez

Outlook

Please Deny Variance for Mulberry Springs Winery Agri-entertainment Special use Sept 2,2022

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Thu 9/4/2025 9:57 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Ren mar <[redacted]
Sent: Friday, August 29, 2025 4:54 PM
To: Planning <planning@hallcounty.org>
Subject: Please Deny Variance for Mulberry Springs Winery Agri-entertainment Special use Sept 2,2022

Some people who received this message 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.

To: Hall County Planning Commission

From: Tony & Rena' Martin
4533 J M Turk Rd
Flowery Branch, GA 30542
[redacted]

Dear Planning Commission,

It is with humble hearts we beg you to deny the proposed Special Use & Variance for Mulberry Springs Vineyard and Winery located at 4527 J M Turk Rd. We own the adjacent residential connecting property and would be the ones most greatly impacted by allowing the Agri-Entertainment Venue proposed use. The primary event structure, parking lot and pavilion are all very tightly shoehorned into the right side of 1.52 acres with the original homestead property that was purchased on 11/2/22. Mr. Faul states that his winery is 19.4 acres and the additional acres is a combined total including his own personal residential property @ 4567 Stanley Rd. 18.21 acres, per 2021 Hall County Tax Records. The only thing on the connecting property is the Vinyard. Upon the **Approved Building Permit application,** he stated that the building was requested for a Tasting Room only and not an Agri Entertainment Venue that would only enhance his business during cold weather use and wine storage which is the same statement that he had told us earlier. The Proposed Event Structure NOR the existing Parking lot DOES NOT meet the County's standard distance from our property line. The structure is Approx.32Ft and the small loud noisy GRAVEL parking lot is only a mere 35Ft and not the required 200 feet from the property lines. As a result of this proximity to our residence and resulting in possible damage to our quality of life as well as our property value. We decided to purchased this home in this quiet neighborhood after an extensive retirement home search finding this location this was exactly what we were looking for. We have invested a CONSIDERABLE amount of Effort and Money to improve our homes value. We downsized here planning our forever home. We have already experienced issues with Music noise-levels resulting in calls to Mr. Faul and with patrons hanging out past 9PM at the winery. I work at Mars Wrigley working 12 hr.

rotating shifts with a very early start time of 5AM. In Mr. Fauls comparison to the Mulberry Community Center, it does not operate past 9PM, host musicians, nor do they serve alcohol which almost always results in additional noise levels.
The applicant has also requested this approval based on a hardship variance as this is not meet a hardship approval. RE: This Hobby turned business was issued a 250K Federal Grant in November 2022 by Senator Warnock for a small Agri Business. We Respectfully Request that the **Commission DENY** this change request as this is a peaceful neighborhood not a Music Venue. It appears that the applicant has very tightly squeezed this entire business operations on the right side of the original 1.52-acre plot and expects the Planning Commission to add variances and us to be forced to contend with his poor design planning and layout. In addition, creating additional entertainment for patrons next additional parking will be needed and our Master bedroom is located right beside this existing noisy-gravel parking lot that already does meet the required distance from our property line.

All the best to your team!
The Martin’s

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 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, which 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 no 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 MAY 14, 2026 AND NO LATER THAN MAY 20, 2026.

THE ORGINAL SIGNED AFFIDAVIT MUST BE RETURNED TO THE PLANNING DEPARTMENT NO LATER THAN MAY 20, 2026 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, MARK FAUL **, hereby acknowledge that I have read and understand the sign posting requirements. I further certify that the required public notice sign was posted on** 20 MAY 2026 **for** Ag-Entertainment.

Please Print Name

Date

(Name application filed as)

Signature _____

(The original document is required)

5-20-2026

FRANCES S HAMRICK
Notary Public - State of Georgia
Hall County
My Commission Expires Jul 18, 2028

Frances S Hamrick


ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY
APPLICANT: MULBERRY SPRINGS VINEYARD & WINERY
REQUEST: SPECIAL USE FOR AN
AGRI-ENTERTAINMENT VENUE WITH VARIANCES
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: N/A
Time: N/A
COUNTY COMMISSION
Date: JUNE 11, 2026
Time: 6:00 P.M.
HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA
FOR MORE INFORMATION CALL: (770) 531-6809


MASSEY FERGUSON 30E
POWERSHUTTLE
ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY
APPLICANT: MULBERRY SPRINGS VINEYARD & WINERY
REQUEST: SPECIAL USE FOR AN AGRI-ENTERTAINMENT VENUE WITH VARIANCES
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: N/A
Time: N/A
COUNTY COMMISSION
Date: JUNE 11, 2026
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
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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 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, MARK FAIR *(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** 1 Aug 2025 *(Date)* **for** Mulberry Springs Winery. *(Name application filed as)*

Signature Mark Fair

(The original document is required)


ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY
APPLICANT: MULBERRY SPRINGS VINEYARD & WINERY
REQUEST: SPECIAL USE FOR AN AGRI-ENTERTAINMENT VENUE WITH VARIANCES
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: SEP 02, 2025
Time: 5:15 P.M.
&
COUNTY COMMISSION
Date: OCT 07, 2025
Time: 6:00 P.M.
HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA
FOR MORE INFORMATION CALL: (770) 531-6809

AGENDA ITEM

Planning & Zoning

REPORT TO: **Work Session (06/09/26)**

REPORT TO: **Voting Meeting (06/11/26)**

ITEM NO: 322/2026

SUBJECT: **4527 J M Turk Road & 4567 Stanley Road | Variance to Section 7.7.3 |** Agri-entertainment Event use standards | on a 19.44± acre combined tract located on the northeast side of J M Turk Road approximately 212 feet southeast of its intersection with Grandview Parkway | Zoned AR-1; Tax Parcels 15044 000034A & 000034 **| Proposed Use: Agri-entertainment venue |** Commission District 1 **| Mulberry Springs Vineyard & Winery, applicant**

Meetings:

Work Session Date: 06/09/26 **Voting Meeting Date:** 06/11/26

Executive Summary:

Presenter: LT

Recommendation:

Staff recommends denial, as no hardship exists pursuant to the criteria of 11.1.1.D.11.

Purpose of Request:

4527 J M Turk Road & 4567 Stanley Road | Variance to Section 7.7.3 | Agri-entertainment Event use standards | on a 19.44± acre combined tract located on the northeast side of J M Turk Road approximately 212 feet southeast of its intersection with Grandview Parkway | Zoned AR-1; Tax Parcels 15044 000034A & 000034 | **Proposed Use: Agri-entertainment venue** | Commission District 1 | **Mulberry Springs Vineyard & Winery, 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	LT	JL	CR
Clerk			
JR			

Attachments:

Request to Table
Board Memo
Staff Report
Application
Narrative
Site Plan
Maps
Plat
Deed
Updated Environmental Health Comment
September 2025 Environmental Health Comment
Updated GDOT Comment
September 2025 GDOT Comment
Updated Public Works Comment
September 2025 Public Works Comment
Updated Fire Comment
September 2025 Fire Comment
Updated Tax Assessors Comment
September 2025 Tax Assessors Comment
Business License Comment
Building Inspections Comment
Public Comments
Notice Sign
September 2025 Notice Sign

Outlook

HZCU25-0037 and HVAR25-0035 - Mulberry Springs Winery - Request to rent space

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Fri 6/5/2026 8:26 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Mark Faul <mark@mulberrysprings.com>
Sent: Thursday, June 4, 2026 4:03 PM
To: Lynn Taylor (Planning) <ltaylor@hallcounty.org>; Katie G. Ahmed (Planning) <kahmed@hallcounty.org>; John Gentry (Administration) <jgentry@hallcounty.org>
Subject: HZCU25-0037 and HVAR25-0035 - Mulberry Springs Winery - Request to rent space

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. I need more time to address the questions from Hall County regarding my request that began in July of last year and was tabled during Sept of 2025. Current Hall County questions include:

1) Show FEMA flood zones - completed, to be forwarded soon.

2) Trip Generation Memo - working with an Engineer to create

3) Land Conservation Use issues - working to address

Request that the Special Use and Variance applications for Mulberry Springs Vineyard & Winery, HZCU25-0037 and HVAR25-0035, be tabled to the June 25, 2026, Board of Commissioners Meeting.

Thank you:

Mark Faul

[redacted]

Hall County Government
PLANNING AND ZONING

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POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

PLANNING AND ZONING
DIRECTOR
Katie G. Ahmed

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: Katie Ahmed, Planning & Zoning Director

Date: June 5, 2026

Subject: **4527 J M Turk Road & 4567 Stanley Road | Special Use |** on a 19.44± acre combined tract located on the northeast side of J M Turk Road approximately 212 feet southeast of its intersection with Grandview Parkway | Zoned AR-1; Tax Parcels 15044 000034A & 000034 **| Proposed use: Agri-entertainment venue |** Commission District 1 **| Mulberry Springs Vineyard & Winery, applicant**

Dear Commissioners,

The applicant has requested to table this item to the June 25, 2026, Board of Commissioners meeting.

HALL COUNTY BOARD OF COMMISSIONERS
STAFF REPORT

Applicant ..... Mulberry Springs Vineyard & Winery

Request ..... (A) **Special Use** | Agri-entertainment venue
(B) **Variance** |to Section 7.7.3

Proposed Use ..... Agri-entertainment venue

Size ..... 19.44± acres

Zoning ..... Agricultural Residential 1 (AR-1)

Location ..... **4527 J M Turk Road & 4567 Stanley Road** | Tax Parcels 15044 000034A & 000034(pt)

Commission District ..... One

Commission Date ..... June 11, 2026

Staff Recommendation ..... (A) **Approval,** as the proposed special use is compatible with the Agricultural Residential 1 (AR-1) zoning district.
(B) **Denial,** as no hardship exists pursuant to the criteria of 11.1.1.D.11

Record Number..... (A) HZCU25-0037
(B) HVAR25-0035

(A) Staff recommends <u>APPROVAL</u> of the applicant's request, with the following conditions:

1. Prior to issuance of an agri-entertainment venue business license, the two subject parcels shall be combined by plat, or a reconfiguration plat shall be submitted that enlarges the agri-entertainment parcel to a minimum of 5 acres.

2. A trip generation memo shall be submitted, prior to issuance of an agri-entertainment business license, to inform if a traffic impact study will be required.

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 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.

(B) Staff recommends <u>DENIAL</u> of the applicant's request.

<u>Application History</u>

Per a memorandum from the Hall County Law Department in response to Dr. Mark Faul's request to proceed with the County hearing for the tabled Special Use and Variance request, Justin Lawhon, County Attorney, stated:

> "….pursuant to O.C.G.A. § 36-66-5.1(d), a stay was applied to all relevant legal proceedings, and the application was tabled due to the pending litigation in *Arrowquest Services, Inc. et al. v. Hall County et al.*, Superior Court of Hall County, Civil Action File Number 2024-CV-002062, which involves an appeal of a rezoning decision directly affecting the subject property."

It is now the opinion of the Hall County Law Department that the BOC may move forward with hearing these requests and that the "…hearing may proceed during the pendency of the zoning appeal, to the extent it is not deemed to be in furtherance of the action under review."

The following should be considered as variances to the Official Code of Hall County, and shall warrant further determination by the Board should it choose to approve the submitted narrative and site plan:

1. **7.7.3.B.3 – Agri-entertainment Events –** The agri-entertainment primary event structure must be located at least 300 feet from any property line under separate ownership.
   - The primary event structure, the tasting room, is 32 feet from the neighboring property.

2. **7.7.3.B.5 – Agri-entertainment Events –** All parking for an agri-entertainment event must be located at least 200 feet from any property line under separate ownership.
   - The parking area is 35 feet from the neighboring property.

<u>Summary Analysis</u>

The applicant is requesting approval of a special use to allow an agri-entertainment event venue associated with an existing farm winery, known as Mulberry Springs Vineyard & Winery, on a combined 19.44<u>+</u> acre tract. The property is currently zoned Agricultural Residential 1 (AR-1). Two variances related to the agri-entertainment use standards are also requested which include reducing the required distance of the primary event structure and event parking from properties under separate ownership.

The property at 4527 J M Turk Road is 2.20± acres and developed with a single-family residence, constructed in 1977 according to tax assessor records, along with a pavilion constructed in 2023 (HCNEW23-0016), and a 2,400 square foot tasting room currently in the inspections stage (HCNEW24-0012). The property at 4567 Stanley Road is developed with the applicant's primary residence and includes much of the farm winery vineyard. The property has had an active business license (BUS-0033532) for the farm winery since November 10, 2020.

The surrounding properties are zoned and developed as follows:



North: Residential 1 (R-1): Single-family residences; Agricultural Residential 1 (AR-1): Mulberry Creek Park & Community Center & single-family residence

East: Planned Residential Development (PRD): Undeveloped – approved for a 256-unit residential development on 10/10/2024 (HZON24-0020)

South: Agricultural Residential 1 (AR-1): Single-family residences.
Planned Residential Development (PRD): Single-family residences & approved for a 256-unit residential development on 10/10/2024 (HZON24-0020)

West: Agricultural Residential 1 (AR-1) and Residential 1 (R-1): Single-family residences.

According to the submitted narrative, the applicant is proposing to expand the farm winery to allow agri-entertainment uses including weddings and other private events. The definition of agri-entertainment events is "the gathering of individuals for social, celebratory or entertainment purposes at an agricultural location or venue wherein a fee is charged by the owner or representative of the property for the use of the venue. Events include weddings, receptions, private parties, public gatherings, and community events" (UDC 7.7.3).

Per the submitted narrative, the applicant hosts a variety of events at the farm winery; however, he has not charged a fee for use of the venue.

Per a recent memorandum issued by Hall County development Services, Per section 5.30.020.M1.a of the Official Code of Hall County, and O.C.G.A. § 3-6-21.1, **Farm Winery** means a winery which makes at least 40 percent of its annual production from agricultural produce grown in the state where the winery is located, and:

a. Is located on premises, a substantial portion of which is used for agricultural purposes, including the cultivation of grapes, berries, or fruits to be utilized in the manufacture or production of wine by the winery; or
b. Is owned and operated by persons who are engaged in the production of a substantial portion of the agricultural produce used in its annual production.

Based on the above definition of a Farm Winery, hosted events are not permitted as an accessory use. Per Section 7.1.5.A.1-5 of the Hall County Unified Development Code, events are not listed as an allowable accessory use for Farm Wineries and therefore may only be permitted if the Director determines they meet all criteria for accessory use as outlined below. At this time, events associated with a Farm Winery do not meet these standards:

1. **The use must be clearly incidental to and customarily found in connection with the principal use.**

- Because events can vary greatly in size, frequency, and type, they cannot be determined to be customary or incidental to the Farm Winery use.

2. **The use must be subordinate to and serving the principal use.**
    - Given the wide range of event types and scales, it cannot be consistently demonstrated that events serve the Farm Winery rather than function as a separate commercial activity.
3. **The use must be subordinate in area, extent, and purpose to the principal use.**
    - The potential scope of events makes it unclear whether they would remain subordinate in area or purpose to wine production and tasting.
4. **The use must contribute to the comfort, convenience, or needs of occupants or operations of the principal use.**
    - It cannot be definitively shown that events contribute to the comfort, convenience, or operational needs of the Farm Winery.
5. **The use must be located on the same lot as the principal use.**
    - This standard alone does not validate events as an accessory use.

For this reason, any events to be hosted will require agri-entertainment approval.

The applicant states that the operational hours for agri-entertainment events will comply with Hall County ordinances and the occupancy will comply with the Hall County Fire Marshal requirements.

Per the site plan, the Tasting Room, which would be the primary event structure, is 32 feet from the closest property line under separate ownership. The parking area for the farm winery is 35 feet from the closest property line under separate ownership. While the location of the Tasting Room and parking area complied with the standards for a farm winery at the time of permit issuance, they do not meet the setback requirements for an agri-entertainment venue.

Water is provided by a well and sanitary sewer services are provided by on-site septic systems.

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The development standards for the project are described in the table below:

Agri-Entertainment Development Standard	Existing Conditions	Compliance
7.7.3.B.2: Minimum lot size is 5 acres	If the special use is approved, the applicant proposes to either combine the subject two parcels or submit a lot reconfiguration plat to enlarge the parcel with the agri-entertainment venue to a minimum of 5 acres.	Deficient
7.7.3.B.3: The agri-entertainment primary event structure must be 300 feet from any property line under separate ownership	The primary event structure, the tasting room, is approximately 32 feet from the nearest property line under separate ownership.	Deficient
7.7.3.B.4: Accessory structures for use of the property as an agri-entertainment event facility must be located at least 50 feet from any property line under separate ownership.	The accessory structures including the pavilion and wine house meet this requirement.	Complies
7.7.3.B.5: All parking must be at least 200 feet from any property under	The existing gravel parking lot is 35 feet from the nearest property line under separate ownership.	Deficient

separate ownership. Parking on grass or gravel may be permitted.		

(A) <u>Zoning Analysis</u> - Special Use

When considering a zoning amendment, the Commission must study the need and justification for the change based on a determination of the facts applicable to the particular case, and the following general lines of inquiry must be considered

a) Whether the zoning proposal will permit a use that is suitable in view of the use, development and zoning of adjacent and nearby property; **The proposed use is suitable in view of the current farm winery use and Agricultural Residential 1 (AR-1) zoning of the property.**

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 expansion of the farm winery into an agri-entertainment use will adversely affect the existing use or usability of adjacent or nearby properties provided proper setbacks are maintained.**

c) Whether the property to be affected by the zoning proposal has reasonable economic use as currently zoned. **Yes**, **the property has reasonable economic use as currently zoned; however, the applicant cannot expand the farm winery into an agri-entertainment venue without the Board of Commissioners' approval of a Special Use.**

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; **It is not anticipated that the proposed use will result in an excessive or burdensome use of existing streets, transportation facilities, utilities or services. The property is served by an on-site well and 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 agri-entertainment venue is consistent with the Agricultural Residential 1 (AR-1) zoning district and does negatively not impact the Suburban Neighborhood Medium Density 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 value including construction types, proposed uses, and maintenance. Often it is difficult to determine the effect of a development on adjacent properties until the development is completed.**

h) The relative gain to the public as compared to the hardship imposed upon the individual property owner; **Staff has not identified a hardship imposed on the property owner as the property is currently zoned.**

i) The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property; **The property at 4527 J M Turk Road is currently developed with a single-family residence, constructed in 1977 according to tax assessor records, along with a pavilion constructed in 2023 (HCNEW23-0016), a 2,400 square foot tasting room currently under the inspection phase (HCNEW24-0012) and a gravel parking area. The property at 4567 Stanley Road is developed with a single-family residence, constructed in 2008 according to tax assessor records, and the majority of the farm winery vineyard. The property has had an active business license (BUS-0033532) for a farm winery since November 10, 2020.**

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 that affect the use and development of the property.**

k) Whether the change would create an isolated district unrelated to the surrounding districts; **No change to the current zoning of Agriculture Residential 1 (AR-1) is proposed.**

l) Whether the present zoning district boundaries are illogically drawn in relation to existing conditions in the area; **There is no evidence that the present zoning district boundaries are illogically drawn.**

m) Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **No, the request is not out of scale with the needs of the county as a whole.**

n) Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **The existing zoning of the subject site supports the proposed use; however, the expansion of the farm winery into an agri-entertainment venue 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 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 adhere to the land development permitting process, and as a result, are subject to local, state, and federal regulations. There should not be an ecological or pollution impact resulting from any modification to the land if the request is granted.**

q) Whether there is reasonable evidence based upon existing and anticipated land use that would indicate a mistake was made in the original zoning of the property; **There is no indication that a mistake was made in the original zoning.**

(B) <u>Zoning Analysis</u> - Variance

The Commission may grant variances in individual cases of unnecessary hardship upon a finding of the board that:

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1. There are extraordinary and exceptional conditions pertaining to the lot in question because of its size, shape, or topography (the hardship must relate to the physical character of the lot and not to a personal or economic hardship); **No. The structures were constructed to support a farm winery which is a use permitted by right within the AR-1 zoning district. The hardship cited does not arise from the lot's physical characteristics, but instead results from the applicant's chosen placement of the structure and parking area.**

2. The application of the requirements of this UDC to this particular piece of property would create an unusual hardship; **The application of the UDC requirements does not create an unusual hardship for this property.**

3. Such conditions are peculiar to the particular piece of property involved and are not common to other properties in the neighborhood; **The topography of the subject parcel is similar to parcels in the surrounding area. The property owner's development of the farm winery limits its ability to comply with agri-entertainment setbacks.**

4. Such conditions are not the result of any actions of the property owner**; The placement of the primary event structure and parking lot is the result of the property owner's actions.**

5. Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of this UDC; provided, however, that no variance may be granted for a use of land or building or structure that is prohibited by this UDC or for a Conditional Use Permit which has been denied by the Planning Commission; **Relief, if granted, may not cause substantial detriment to the public good, however, a variance would impair the purposes and intent of the agri-entertainment use standards.**

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 shall 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 the Hall County Board of Commissioners.**

2. All applications for a change of zoning classification or use subject to approval of the County Commission shall include:

    a. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in section 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 shall 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 May 14, 2026, the Hall County Environmental Health Department stated "Must meet all Environmental Health commercial septic system permitting requirements. Septic permit OSC-10407 was issued on February 19, 2026 for the new commercial structure. Food Service permit/plan review may be required after review of business plan."

Georgia Department of Transportation
In an email dated May 5, 2026, Christopher Hash, P.E., D1 Traffic Operations Supervisor, stated "off system and no impacts to the state route are expected."

Hall County Public Works and Utilities
In a memorandum dated May 13, 2026, Jorge Gomez Director of Public Works and Utilities, provided the following comments:

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.

Traffic:
A trip generation memo is required to inform if a traffic impact study will be required.

Utilities:
No comment. Property is in Hall County service area but sewer is not available near that location.

Hall County Fire Marshal
In an email dated May 4, 2026, John Hornick, NPQ Fire Service Plans Examiner 1, provided the following comments:

1. Architectural documents from May 13, 2023, indicate the occupancy load to be 111 occupants in the tasting room and 22 occupants in the basement. According to Life Safety Code section 12.3.5.2 a fire protection system is not required since the occupant load does not exceed 300 occupants. The maximum number of occupants including staff will be 111 in the tasting room and 22 in the basement, total occupant load 133.

2. Architectural documents from May 13, 2023, indicate the applicant will be installing a fire alarm system. The applicant will need to submit fire alarm plans through Accela to the Hall County Fire Marshal's Office for review and approval. As of 5/4/26 fire alarm plans have not been submitted by the applicant for Fire Marshal review and approval.

Hall County Tax Assessor
In an email dated May 12, 2026, John Smith, Deputy Chief Appraiser, stated, "It is the responsibility of the Board of Assessors to approve or deny Conservation Use applications or impose breaches. One of these parcels is under a conservation use contract. Our office has requested a Plan of Action from the owner; however, we have yet to receive it. It is our opinion not having a plan of action to review that we would recommend denial at this time."

Hall County Business License
In a memorandum dated May 5, 2026, Brandi Smith, Business License Director, stated "Mulberry Springs Vineyard & Winery has an active business license for Farm Winery. If approved for a Special Use, applicant will need to update their business license."

Hall County Building Inspections Division
In a memorandum dated May 13, 2026, Kristie Turner, Director of Development Services, stated "There is an active building permit for the tasting room – HCNEW24-0012."

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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VARIANCE APPLICATION

Applicant (Name and Mailing Address)

~~Mark D Faul~~ Mulberry Springs Vineyard winery
4527 J M Turk Road
Flowery Branch GA 30542
Phone [redacted]
Email Address [redacted]

Property Owner (Name and Mailing Address)

Mark D Faul
~~4527 J M Turk Road~~ 4567 STANLEY ROAD
Flowery Branch GA 30542
Phone [redacted]
Email Address [redacted]

Location of Property 4527 J M Turk Road, Flowery Branch GA 30542 / 4567 Stanley Road, 30542
Present Zoning AR-1 Existing Structures Pavilion, Restroom, Winehouse, Tasting Room (in progress of building)

Type of Appeal:

X	Setback Variance	___ Front Yard	From ___ ft. to ___ ft.
		___ Right Side Yard	From ___ ft. to ___ ft.
		___ Left Side Yard	From ___ ft. to ___ ft.
X	Road Frontage Variance	___ Rear Yard	From ___ ft. to ___ ft.
		___ Road Frontage	From ___ ft. to ___ ft.
_____	Sign Variance	___ Sign Area	From ___ ft. to ___ ft.
		___ Sign Height	From ___ ft. to ___ ft.
_____	Hardship Mobile Home	___ Doctor's Letter	___ Terms Agreement

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Supporting Documents: X Plat of Property; X Site Plan; X Deed of Property; ___ Floor Plans; X Hardship Statement; ___ Other

Fee (Must be paid for application to be complete): $ _____

Hardship Mobile Home:

I understand that, if granted, the mobile home must be removed from the property when my hardship ceases to exist.

_____
(Signature)

I hereby certify that the above information is true & correct to the best of my knowledge.

Sign Mark D Faul Date 06/26/2025

I hereby withdraw this application.

Sign _____ Date _____

Staff Use Only

Application Date: _____ Taken by: _____

Tentative Planning Commission Date: _____ If Appealed County Commission Date: _____

County Commission District: _____

No. **HBUSR25-1854**

2026

HALL COUNTY

BUSINESS LICENSE

Account No [redacted]

2026

Date: 11/17/2025

EFFECTIVE BEGINNING DATE OF BUSINESS **11/10/2020**

Owner: ARROWQUEST SERVICES INC
MARK FAUL

MULBERRY SPRINGS VINEYARD & WINERY
4527 J M TURK ROAD
FLOWERY BRANCH, GA 30542
Employees: 1
Business Type: FARM WINERY

Comments:

MULBERRY SPRINGS VINEYARD & WINERY
4567 STANLEY RD
FLOWERY BRANCH, GA 30542

A license is granted in unincorporated Hall County for the period ending December 31, 2026 subject to compliance with the provision of the Business Occupation Tax Code for carrying on the business as listed hereon.

Licensing Director or Official

NOT TRANSFERABLE - DISPLAY IN A CONSPICUOUS PLACE

No. **HBUSR25-1854**

2026

HALL COUNTY

BUSINESS LICENSE

Account No. [redacted]

2026

Date: 11/17/2025

EFFECTIVE BEGINNING DATE OF BUSINESS **11/10/2020**

Owner: **MARK FAUL**

MULBERRY SPRINGS VINEYARD & WINERY
4527 J M TURK ROAD
FLOWERY BRANCH, GA 30542
Employees: 1
Business Type: FARM WINERY

Comments:

MULBERRY SPRINGS VINEYARD & WINERY
4567 STANLEY RD
FLOWERY BRANCH, GA 30542

A license is granted in unincorporated Hall County for the period ending December 31, 2026 subject to compliance with the provision of the Business Occupation Tax Code for carrying on the business as listed hereon.

FILE COPY

Licensing Director or Official

NOT TRANSFERABLE - DISPLAY IN A CONSPICUOUS PLACE

PLANNING AND DEVELOPMENT DEPARTMENT
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MAILING ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503
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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: _____ **Date:** 06/26/2025

Applicant's/Owner's Name (Printed): MARK FAUL

Mulberry Springs Vineyard and Winery, 08 August 2025

Mulberry Springs Vineyard and Winery
4567 Stanley Road
Flowery Branch GA 30542

Hall County Planning Department

Application for Special Use- Agri Entertainment Venue with Variances

The two properties, consisting of 19.44 acres, are located at 4527 J M Turk Road (parcel ID 15044000034A) and 4567 Stanley Road (Parcel ID 15044000034A), and are currently used as a successful agribusiness. It is an all-inclusive winery, except for renting out space. The grounds are beautiful and create a park-like atmosphere for residents to enjoy. The costs to maintain this park-like atmosphere is absorbed by Mulberry Springs Vineyard and Winery (MSW).

Requested documents:

- Copy of a plat using Eagle Watch and existing surveys (enclosure 1)
- Copy of Hall County GIS showing building setback from other structures (enclosure 2)
- Deed of the properties (enclosure 3)
- Hardship Statement – part of package
- Site plan (Land Architect site drawing, enclosure 4)
- Approved under site HDEV-24-0005 (enclosure 5)

Formal Request for Variance

With the main Tasting Room planned for completion in the coming months, we feel the timing is now right to act upon the vision to create a small venue suitable for weddings, receptions, baby showers, engagement announcements, anniversary parties, charity events, other private celebrations, or similar agri-entertainment uses. We also want to open the building to corporate events. This is part of how we share our appreciation of rural life and provide folks an opportunity to get away from high density areas.

The properties are located at 4527 JM Turk Road, Flowery Branch GA 30542 and 4567 Stanley Road, Flowery Branch GA 30542, which contains a Pavilion, Winehouse, and a new Tasting Room (presently under construction) (enclosure 1). The average distance of the tasting room from property lines is 311 feet (range = 32-558 feet). Currently, the Pavilion is currently used for social gatherings, but no one pays for use of the facility. The new Tasting Room will be used for gatherings of individuals for social, celebratory, and/or entertainment purposes at a small agricultural venue located in an agricultural setting. Mulberry Springs Vineyard & Winery is suitable for the purposes intended without creating significant negative impacts to adjoining and nearby residences to include environment, noise, odor, traffic, dust, light, trespassing, etc. According to existing farmhouse winery rules, parking shall be permitted on grass or gravel. The location of the new tasting room is approximately more than 300 feet from any existing structure (enclosure 2). Thus, the spirit and intent of the farmhouse winery regulation is met.

The occupancy load is determined by the Hall County Fire Marshall. The small agri-entertainment event venue will not exceed the occupancy load provisions. Events will commence no earlier than 9:00 a.m. and terminate no later than the rules allow for.

All agri-entertainment events will be provided with water and sanitary waste disposal systems as approved by the Hall County Environmental Health Department. All events shall provide adequate access and egress for emergency vehicles. Events shall be provided with adequate personnel to assist with parking, emergency and other potential impacts of each event.

The thick forested areas surrounding the vineyard provide a natural sound barrier between MSW and its neighbors. The adjacent neighbors support this small venue and winery. Applicant also owns the adjoining property in the back where the majority of the vineyard resides. Signage for the property and any events will meet all Hall County ordinances. The entire property is approximately 20 acres (combined 4567 Stanley Road and 4527 JM Turk Road).

The Applicant is requesting a variance that impacts two agricultural properties that make up Mulberry Springs Vineyard and Winery regarding structure location and parking setbacks to the AR-3 zoning district as follows:

A variance is requested for the building setback requirement for agri-entertainment structures, changing the setback from 300 feet from a property line to 250 feet from all existing structures as of the date of the application.

- Authorization to charge a fee for the use of the small venues (pavilion and the tasting room). This is a typical practice for most wineries.

- A variance is requested for the parking area setback, reducing the setback from 200 feet to as built construction (approximately 32 feet).

- A variance is requested for the building setback requirement for agri-entertainment structures, changing the setback from 300 feet from a property line to 250 feet from all existing structures as of the date of the application.

-

Variance Request Analysis:

Mulberry Springs Vineyard and Winery (MSW) has been open for a few years now and has never charged anyone for the use of the facilities due to instructions from Planning and Zoning and an interpretation of farmhouse regulation. Some major factors to consider in reviewing this request:

Equal treatment compared to a nearby government facility: The Mulberry Creek Community Center, located about 300 feet from the Winery entrance and has similar setbacks consistent with this variance request.

The owner shares a 464-foot border with the Mulberry Creek Community Center (enclosure 6). The Community Center Building is approximately 193 feet from a neighbor's property line and about 193 feet from the applicant's property line also. Additionally, the parking lot at the Mulberry Creek Community

Center is about 31 feet from a neighbor's property line. The Mulberry Creek Community Center is about 12 feet from JM Turk Road (enclosure 7). This government facility hosts and rents space for many public events (including weddings) (enclosure 8), and benefits from less restrictive setback rules compared to the farmhouse winery. This variance request for relief from setbacks from existing structures is in keeping with the spirit of the formal setbacks required for farm wineries and asks for consistent setback practices with the neighboring Mulberry Creek Community Center. A Land Disturbance Permit and Construction permit HCNEW24-12 (enclosure 9) was obtained for construction of a Tasting room. The current view of the tasting room under construction can be found under enclosures 10-12. A plateau on the land will be used for outdoor weddings and other activities (enclosure 13) along with the tasting room, currently under construction and is nearing completion.

Unfair competition for event space from County government: The vast majority of wineries in Georgia rent out their space for special events. In this case, I am prohibited from renting space due to restrictions placed on a farm-house winery. Meanwhile, 300 feet from MSW, the Hall County Government rents out building space (i.e., the Community room, Activity room and Arts and Crafts Room) for all kinds of events, including weddings (enclosure 8). Government rules should not be used to prevent the private sector from offering similar services for similar types of properties.

Safer Winery due to proximity to population centers: Of special attention, is the fact that people can enjoy a local winery without having to drive long distances to the North Georgia mountains to visit a winery. Better use of this property will help reduce the likelihood of an automobile accident and potential injury due to less travel from major population centers (i.e. North Gwinnett and Gainesville) compared to driving to other wineries with in North Georgia in adjacent counties.

Closure of a nearby agri-entertainment Center: It is important to note that a large agri-entertainment venue called the "Farm House" (*4613 J M Turk Rd. Flowery Branch, GA 30542)* is less than 1 mile from this location is no longer in business (enclosure 14). So, this small venue can be seen as simply replacing a previous large venue. Thus, traffic impacts are expected to be the same or lower as when the large "Farm House" Venue was open.

Reasonableness of the current restrictions: Please note that there are virtually no properties (estimated less than 1 percent) in South Hall County that could comply with the large setback requirements associated with an agricultural entertainment farm facility without any variance approval. Multi-acre properties with these large setback requirements (approximately 700 to 800 foot clearance with a building and parking in the middle of a property) are not available, especially when you consider geographical barriers such as topography and waterways. Such areas are rare and are typically not economically feasible for the development of a small farm. These combined parcels of land create a beautiful and rare natural setting in South Hall County, but the 4527 JM Turk Road property has limited road frontage and all options for a parking lot at a different location on the combined parcels were hampered by topography issues. Nonetheless, the topography of the land and particular placement of the tasting room is what makes the winery grounds exceptionally beautiful (enclosure 15).

Balance against over development and growth: Hall County residents need a place to relax and enjoy nature. The beauty provided by MSW helps provide a level of balance to a community that is currently being overrun with large housing developments and numerous large warehouses. Residents routinely complain about rapid over development all the time.

Agri Tourism Importance: People in Hall County are looking for interesting activities and different things to do. There are very few agricultural educational facilities in Hall County. Educating people on the complex process of viticulture and wine-making is very popular and provides a unique source of family entertainment. Support of Agriculture is important for any community.

Traffic occurs during non-peak times: About 80% of Winery attendance occurs on the weekend when automobile trips made by cars are much less frequent compared to car trips made during the week.

Few Venues for Indoor Corporate Meetings and Social Gatherings: A market analysis shows that there are virtually no small venue options for small meetings spaces for corporations. The new MSW tasting room is architecturally stunning, and the vineyard is beautiful. It is the perfect small venue location for an office retreat. For years now, we cannot have not charged anyone for using any meeting space in the pavilion due to directions from Planning and Zoning.

Photography Sessions: Due to its beauty, MSW has become a place where families come out to have professional photographers to take family pictures (enclosure 16). People often come by and take prom pictures in front of the vineyard landscape. We have no ability to charge anyone for the use of the property.

Live Music will be in the building: I live in the community and enjoy where I live. Live music, if purchased, will be available in the building. This is to protect neighbors from potentially unwanted sounds.

Over-restrictive regulations for Farmhouse Wineries: This request is to do social event for groups (i.e., Corporate retreats, small weddings, birthday parties, anniversary parties we currently host parties. The issue is that the farmhouse winery rules prohibit charging space for such an event unless an agri-entertainment permit is obtained. The regulations are over restrictive when you consider that a government facility (Mulberry Creek Community Center) is 300 feet away from MSW is charging for space and a private sector owner can't charge people for the use of their space. Nor is this government facility in compliance with the setback rules that a farmhouse winery must abide by. These rules raise constitutional issues with the use of private property. In a July 8th 2025, a newspaper article from the Traverse Ticker, has a headline "Judge Awards Nearly $50M in Damages to Old Mission Wineries" (enclosure 17). This article contains the following passage:

> In a recent court case, Judge Paul Maloney of the U.S. District Court for the Western District of Michigan collectively awarded the wineries nearly $50 million in damages for being restricted from hosting small and large events – one of several township zoning ordinances he found unconstitutional.
>
> https://www.traverseticker.com/news/judge-awards-nearly-50m-in-damages-to-old-mission-wineries/

Buildings are built to a commercial standard, yet large farmhouse setback rules are applied: Although the Winery Tasting Room and the Pavilion are on property zoned for agricultural use, the buildings are built to a higher strict commercial standard. This means more safety features, more costly professionally engineered stronger structures and engineered water detention systems. These commercial building standards for a new winery were mandated by Hall County. Meanwhile, the strictest agricultural farmhouse agricultural setback standards are being applied to commercially built buildings. Commercial buildings have more lenient setback rules.

Movie Production interest: Because of the beautiful setting, MSW was visited by a representative from Tyler Perry Studios to do some scenes for a movie showing the vineyard (enclosure 18). MSW was not selected as a filming location. However, if it were, it is unclear if MSW would be able to rent out any space for the film location due to farmhouse winery rules.

Public Needs: We routinely receive verbal and written requests to rent out the space under the pavilion and to rent out the future small venue space in the new tasting room (sample of unsolicited written requests under enclosure 19). Hall County rules prohibit the renting of such space for a farm winery, until approved by the Board of Commissioners in Hall County. People are routinely confused by this and don't understand this strict government restriction, given the privacy of the property and the lack of freedom I have in conducting typical winery operations as seen in other North Georgia counties.

Current Operation

Wineries are allowed on AGRICULTURAL- RESIDENTIAL III (AR-3) zoning and are very popular with the public. Farm Wineries were also encouraged by the State of Georgia to promote Georgia Agriculture and employment. Hall County Commissioners granted approval of Mulberry Springs Vineyard and Winery on 5 May 2021. Arrowquest Services Inc. manages Mulberry Springs Vineyard and Winery and has a role in providing the following positive attributes to the Hall County Community:

- The Largest Vineyard in Hall County – approximately 5 acres of planted grapes (enclosure 20).
- A Google 4.9-star out of 5-star average review and 32,050 views on Google Maps (enclosure 21).
- Overwhelming support on Facebook with thousands of likes, followers and support from the Community.
- An Approved Georgia Agrotourism Site – supported by State of Georgia Road signs (enclosure 22).
- Employs people and helps the economy.
- Pays a large amount of taxes (i.e., excise, sales, payroll, property…)
- Allows people to have birthday, engagement, gender reveal parties for free.
- Provides a fantastic view for guests and helps create a positive image of Hall County.
- Hall County Business License designates us as an "All Inclusive Farm Winery" (enclosure 23)

Recently closing out its second fall season in 2024, the Mulberry Springs Vineyard & Winery is a growing agritourism destination in Northeast Georgia. The average monthly attendance is about 500 guests. Locally, our total economic impact is substantial, and we also collect sales tax for the county. We also employ a seasonal workforce of 2 to 8 employees with diverse backgrounds.

The owner of Mulberry Springs Vineyard & Winery grew up in a farming community and is dedicated to promoting an appreciation and education of American rural life through the vineyard and winery.

Agricultural Production at a Glance

Mulberry Springs Vineyard & Winery produced over 20 tons of grapes in 2024, making it the largest producing vineyard in Hall County. The juice from these grapes is used by this and other wineries to craft

excellent Georgia wines. In years of wine-making, Mulberry Springs Vineyard & Winery has already earned the following top honors for its wines:

- 2024 Georgia Trustees Wine & Spirits:
  - Gold Medal - Hybrid Grape Wine for "Wine Island" Traminette
- 2023 Georgia Trustees Wine & Spirits:
  - Silver medal for "Lake Days" Vidal Blanc
  - Bronze medal for "Southern Sass" Muscadine
- 2022 Georgia Trustees Wine & Spirits:
  - Silver medal for Noble Reserve
  - Silver medal for Traminette & Vidal Blanc
  - Bronze medal for "Branch Reserve" Lenoir
  - Bronze medal for "Rosina" NV Vidal Blanc

Mulberry Springs will also be releasing a product line of Jam and/or Jelly from the estate grown grapes.

Key Agricultural Entertainment Features

Mulberry Springs Vineyard & Winery provides wholesome entertainment for people. We are dog and kid friendly. While the five-acre vineyard is at the heart of 20 acres of greenspace along the burgeoning JM Turk Road, Mulberry Springs Vineyard & Winery hosts a variety of agri-entertainment and ag-educational activities and events, such as:

- **Wine Tastings:** Visitors can sample the wines produced by the vineyard, with the opportunity to learn about the specific grape varieties grown in Georgia and the wine-making process.
- **Winery Tours:** Guided tours of the vineyard are offered, where guests can see the grape-growing process, learn about vineyard management, and discover the wine production techniques used. These tours may include a visit to the barrel room, showcasing the aging process.
- **Harvest Festivals and other festivals:** Harvest festivals, celebrating the grape harvest with grape stomping, food and of course, wine.
- **Music and Arts Events:** Seasonal events such as, local art exhibitions, game nights, professional photography sessions, where guests can enjoy the scenic views, wine, and entertainment.
- **Seasonal Celebrations:** Special events such as spring blossom celebrations, winter wine tastings, Valentine's Day wine pairings, thanksgiving wine pairings, Meetings and pictures with Santa, create opportunities for seasonal enjoyment.
- **General Activities:** The winery supports candle making classes other popular events such as Pizza Nights, Book Club gathering and Stargazing.
- **Athletic Events:** Scenic walking trails and private picnics under shade trees and amidst the grapevines.
- **Charity Events:** Examples include Breast Cancer fund raising events, pet adoptions on site through a partnership with Put and Cat adoption facility and the Humane Society. A 5k running event with the United Way is currently being planned and scheduled for August.
- **Vineyard and Wine Education:** Workshops and seminars about viticulture, wine-making techniques, wine tasting, and pairing wine with food.

- **Muscadine fresh fruit sale:** We also have a U-Pick Program where customers can pick their own fresh fruit.
- **Special Events:** Engagement celebrations, gender reveals, birthday parties, graduation events, Single Mingle night, and corporate events that include wine tastings and tours against the elegant agricultural backdrop.

Current Hours of Operation

Mulberry Springs Vineyard & Winery operates under an annual business license year-round. The vineyard is open at the following times:

- Wednesdays - Fridays from 2 to 8 pm
- Saturday from 12-8 pm
- Sunday, 1-8 pm

Facilities

The open-air pavilion and surrounding seating areas at Mulberry Springs Vineyard & Winery accommodate up to 99 people. The Tasting Room has a planned occupancy of 134 guests, according to the Life Safety Plan created by a licensed architect capacity per architectural calculations of usable space (enclosure 24).

Parking Accessibility

Mulberry Springs Vineyard & Winery has a parking lot that accommodates 25 vehicles.

Property Enhancements

We strive to be good neighbors and are not aware of any serious complaints from nearby residents or businesses during our four years of operation. We make every effort to be a quality asset in Hall County – not only in our agritourism and education efforts, but also in our appearance, which is presently being further enhanced with the building of a stunning new tasting room. We have maintained green landscaping and forested border barriers around the vineyard, upgraded our parking lot lighting and improved the fencing. The vineyard and grounds act together as a pleasant oasis and peaceful respite.

Traffic Impact Analysis

Based upon the location, we believe our operation has comparatively less impact on traffic than other nearby businesses or developments. Please note that 80% of our customer traffic occurs on Saturday and Sunday, when traffic considerations are at the lowest level during the week. MSW already operates with an occupancy rate of 99 people. Further, a venue called the “Farm House” has been closed down, so any traffic concerns are balanced by the closure of this venue.

Closing

We appreciate the relationship and support of the Hall County staff and county commissioners since Mulberry Springs Vineyard & Winery was founded in 2021. While we have some concerns about fair treatment and high-density zoning decisions, we are hopeful for favorable consideration of this variance request. We have endeavored to build the highest quality operation to entertain and educate visitors about vineyard agricultural practices, jelly/jam production and wine-making. It is our pledge and promise to continue this mission and be a valued resource for the community, with minimal impact on neighbors.

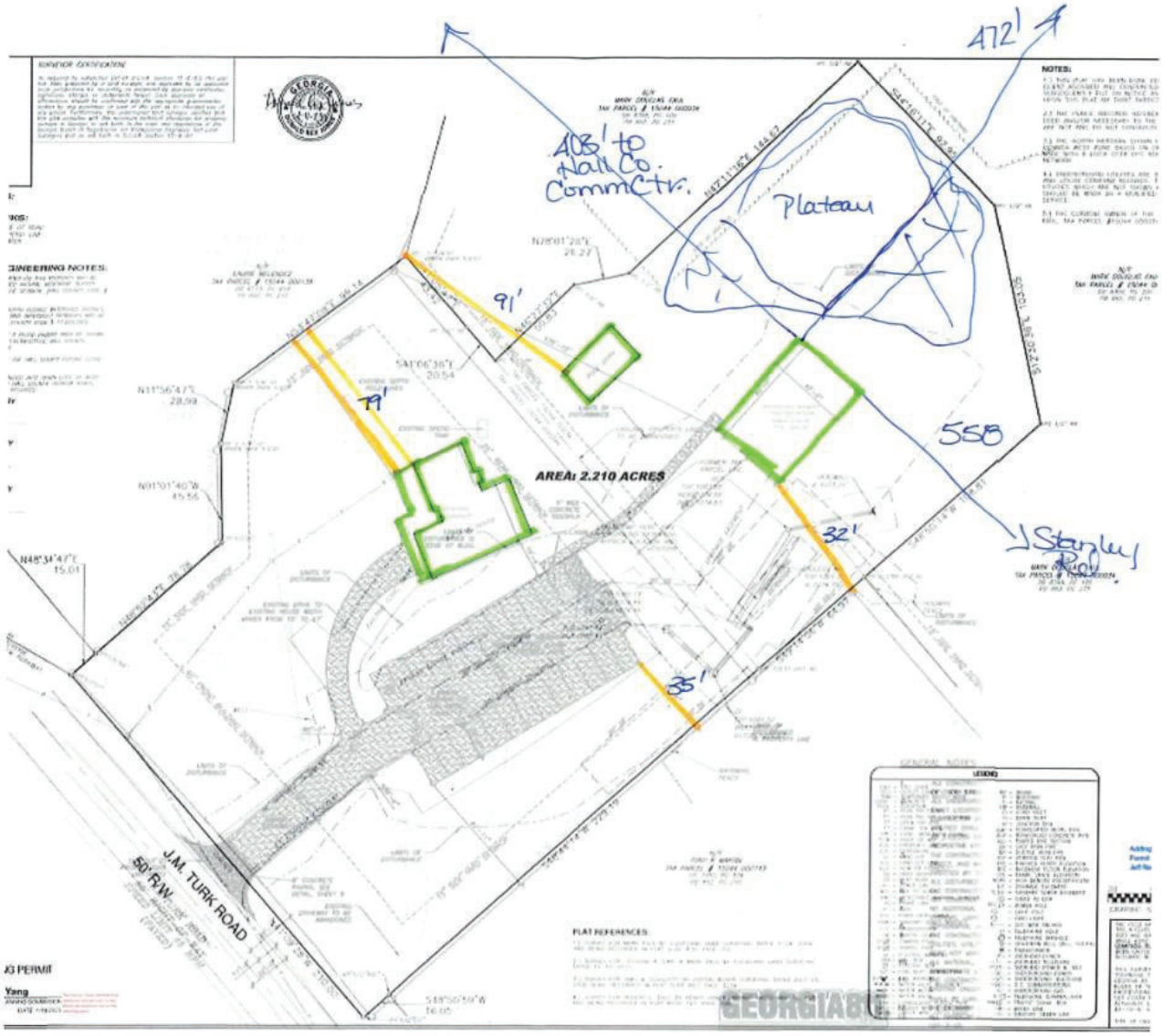
Enclosure 1 – Copy of the plats

SITE PLAN
4527 JM Turk Road & 4967 Stanley Road (part)
8/8/2025



Mulberry Springs Vineyard & Winery
Flowery Branch, Georgia

Mulberry Springs Vineyard and Winery, 08 August 2025



Enclosure 2


All Homes are 300 feet plus away from the tasting room
664.4
309.9
301.6
316.1
Mark Faul
Owner
Mark Faul
Owner
J M TURK ROAD
STANLEY ROAD
VIEW PARKWAY
200 ft
2385653.15, 1521475.34
Results:
Parcel ID - 15044 000034A
Alt Id - 56040
Address - 4527 J M TURK RD
Owner - MARK D. FAUL
Acres - 2.21
View: Report
Parcel ID - 15044 000034
Alt Id - 56039
Address - 4567 STANLEY RD
Owner - MARK DOUGLAS FAUL
Acres - 17.23
View: Report

Enclosure 3 – Deed of the property

GSCCCA.org - Image Index https://search.gsccca.org/Imaging/HTML5Viewer.aspx?id=58460391&...

06772
00007

000007

GEORGIA, HALL COUNTY, CLERK SUPERIOR COURT
Filed in office, this 23 day of November
20 10 at 1:02 PM. Recorded in Deed
Book 6772 Page(s) 7-8
Charles Baker, Clerk By JN

021589

HALL COUNTY, Georgia
Real Estate Transfer Tax
Paid $ 65.00
Date 11-23-10
Charles Baker
Superior Court Clerk
By JN

File: V

After recording, return to:
SMITH, GILLIAM, WILLIAMS & MILES
P. O. BOX 1098
GAINESVILLE, GA 30503

PT61 069- 2010-007619

WARRANTY DEED

THIS INDENTURE is made this 22nd day of November, 2010, between

EUGENE SIMS (hereinafter referred to as "Grantor") and

MARK FAUL AND LENA FAUL (hereinafter referred to as "Grantee")
(Wherever there is a reference herein to the Grantor or the Grantee, the singular includes the plural and the masculine includes the feminine and the neuter, and said terms include and bind the heirs, executors, administrators, successors and assigns of the parties hereto.)

WITNESSETH

GRANTOR, in consideration of the sum of –TEN DOLLARS- and other valuable considerations, 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 described property, to wit:

All that tract or parcel of land lying and being in the Flowery Branch District, G.M.D. 1270, Hall County, Georgia, and being Tract 2 containing 3.109 acres, more or less, located off J. M. Turk

GSCCCA.org - Image Index https://search.gsccca.org/Imaging/HTML5Viewer.aspx?id=21341020&...

04961
00443

000443

GEORGIA, HALL COUNTY, CLERK
SUPERIOR COURT FILED IN OFFICE
AND RECORDED IN BOOK 4961
PAGE (S) 443-444 THIS 5
DAY OF May $0.04 AT 3:08 pm
DWIGHT S. WOOD, CLERK BY
20324 + 25

016511

HALL COUNTY, Georgia
Real Estate Transfer Tax
Paid $ 200.00
Date 5-5-04
DWIGHT S. WOOD
Clerk Superior Court
By

After recording, return to:
SMITH, GILLIAM, WILLIAMS & MILES
P. O. BOX 1098
GAINESVILLE, GA 30503

WARRANTY DEED

THIS INDENTURE is made this 4th day of May, 2004, between

MARY BRENDA STRICKLAND (hereinafter referred to as "Grantor") and

MARK FAUL AND LENA FAUL (hereinafter referred to as "Grantee")

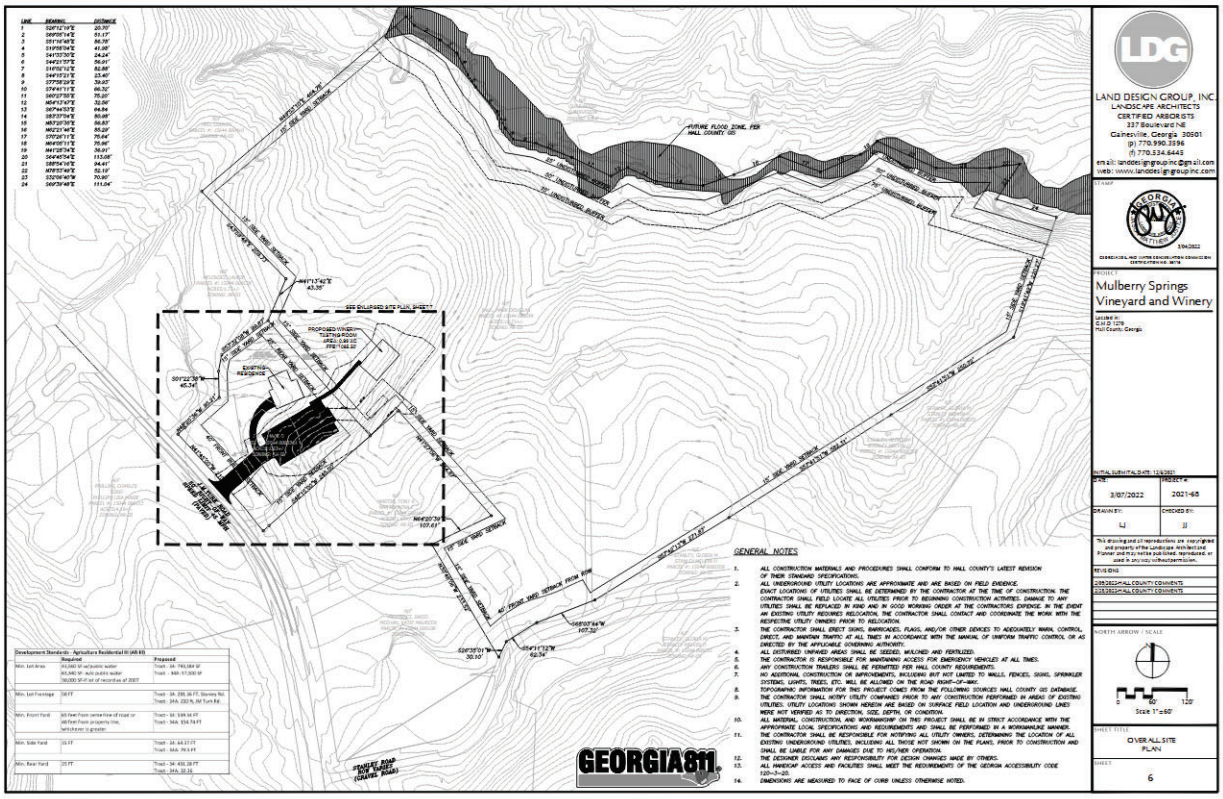
(Wherever there is a reference herein to the Grantor or the Grantee, the singular includes the plural and the masculine includes the feminine and the neuter, and said terms include and bind the heirs, executors, administrators, successors and assigns of the parties hereto.)

WITNESSETH

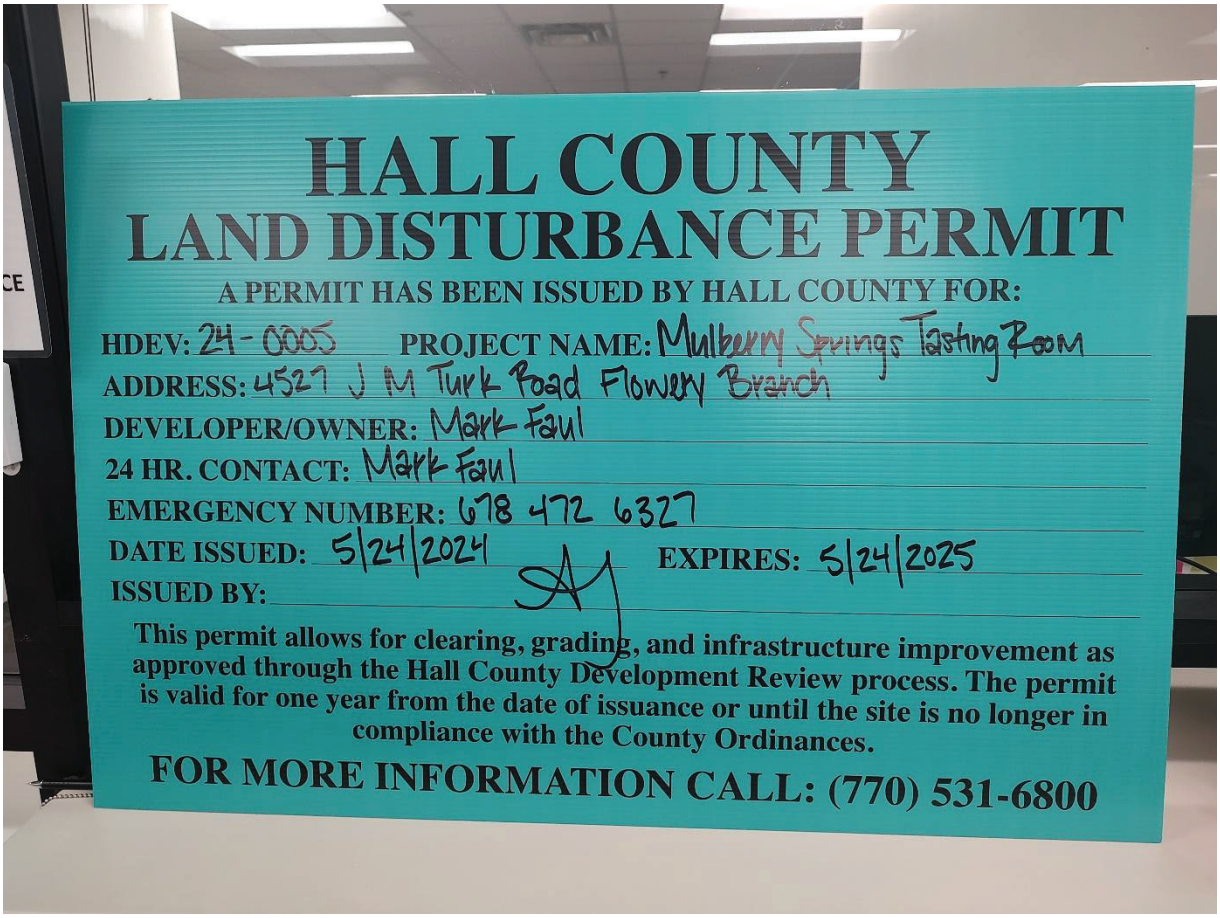
GRANTOR, in consideration of the sum of –TEN DOLLARS-- and other valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee the following described property, to wit:

All that tract or parcel of land lying and being in the Flowery Branch District (G.M.D. 1270), Hall County, Georgia, and being 15.10 acres according to a survey for Mark Faul prepared by Robert S. Cleveland, Georgia Registered Land Surveyor, Cleveland Land Surveying, dated March 24, 2004, and more fully described according to said survey as follows:

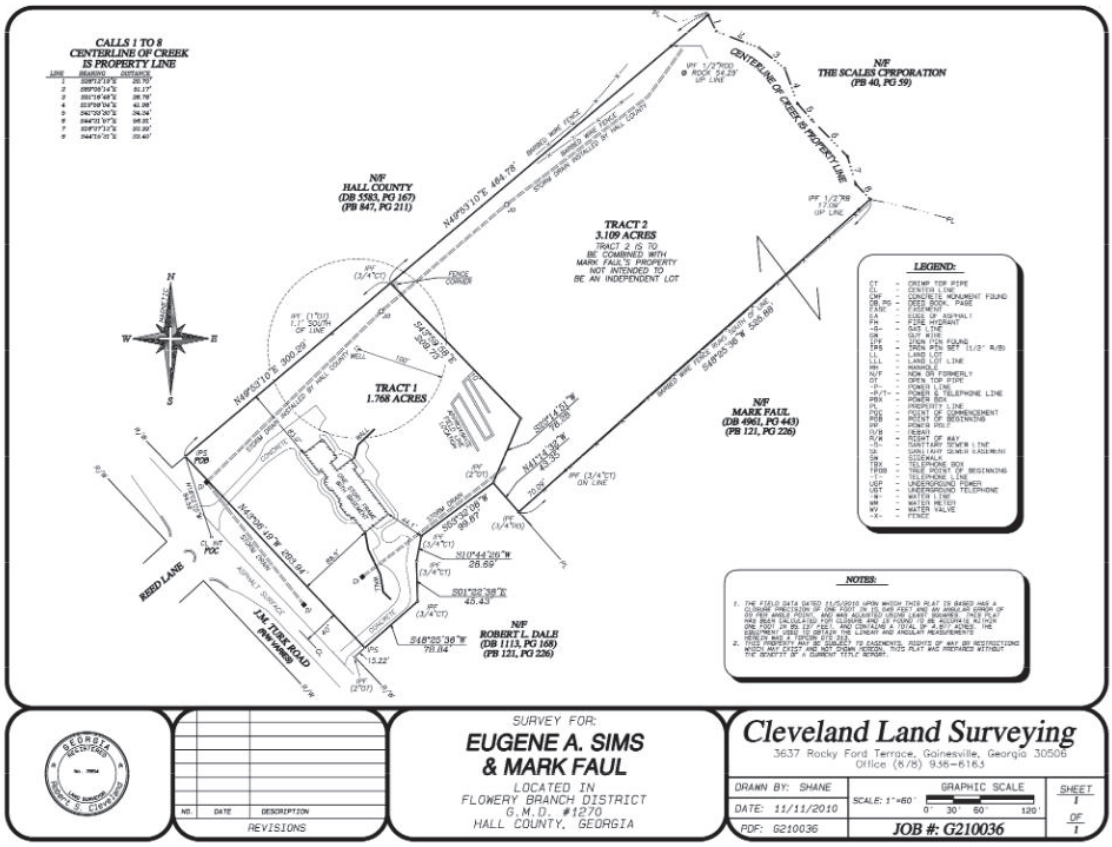
Enclosure 4 - Site Plan (approved and mostly constructed)



Enclosure 5 – Land Disturbance Permit Approval



Enclosure 6


CALLS 1 TO 8
CENTERLINE OF CREEK
IS PROPERTY LINE
CENTERLINE OF CREEK IS PROPERTY LINE
N/F
THE SCALES CORPORATION
(PB 40, PG 59)
N/F
HALL COUNTY
(DB 5583, PG 167)
(PB 847, PG 211)
TRACT 2
3.109 ACRES
TRACT 2 IS TO
BE COMBINED WITH
MARK FAUL'S PROPERTY
NOT INTENDED TO
BE AN INDEPENDENT LOT
TRACT 1
1.768 ACRES
N/F
MARK FAUL
(DB 4961, PG 443)
(PB 121, PG 226)
N/F
ROBERT L. DALE
(DB 1113, PG 168)
(PB 121, PG 226)
REED LANE
J.M. TURK ROAD
(PRIVATE)
LEGEND:
NOTES:
SURVEY FOR:
EUGENE A. SIMS
& MARK FAUL
LOCATED IN
FLOWERY BRANCH DISTRICT
G.M.D. #1270
HALL COUNTY, GEORGIA
Cleveland Land Surveying
3637 Rocky Ford Terrace, Gainesville, Georgia 30506
Office (678) 938-6163
DRAWN BY: SHANE
DATE: 11/11/2010
PDF: G210036
GRAPHIC SCALE
SCALE: 1"=60'
0 30 60 120'
SHEET 1 OF 1
JOB #: G210036
NO. DATE DESCRIPTION
REVISIONS

Enclosure 7 – Setback rules for a government facility



Enclosure 8 – Space Rental Prices for a nearby Govt Facility

East Hall Community Center - North Hall Community Center
Mulberry Creek Community Center
Facility Rentals

Arts & Craft Room (Capacity 30)			
Monday - Friday		$55 - 2 Hour Time Blocks	
9-11am	12-2pm	3-5pm	6-8pm
Saturday		$150 - 4 Hour Time Block	
8am-12pm		1-5pm	
Sunday		$150 - 4 Hour Time Block	
2-6pm			

$25 Deposit Required

Activity Room (MCCC Only - Capacity 30)			
Monday - Friday		$55 - 2 Hour Time Blocks	
9-11am	12-2pm	3-5pm	6-8pm
Saturday		$150 - 4 Hour Time Block	
8am-12pm		1-5pm	
Sunday		$150 - 4 Hour Time Block	
2-6pm			

$25 Deposit Required

Aerobics Room (Capacity 20-30)
$25 per Hour

$25 Deposit Required
**No chairs or tables allowed in the Aerobics Room*

East Hall Community Center
Mulberry Creek Community Center

Community Room		
Monday - Friday		
7-11am	11:30-3:30pm	4-8pm
1/2 Community Room with Kitchen		$245
1/2 Community Room w/o Kitchen		$185
Full Community Room		$370
Saturday		
8-12pm	1-5pm	*5-10pm
1/2 Community Room with Kitchen		$245
1/2 Community Room w/o Kitchen		$185
Full Community Room		$370
*Community Room After Hours		$670
*Includes staffing fee		
Sunday		
2-6pm		
1/2 Community Room with Kitchen		$245
1/2 Community Room w/o Kitchen		$185
Full Community Room		$370

Capacity: 1/2 Room 100 - Full Room 200

Required Deposit
1/2 Community Room Deposit $100
Full Community Room Deposit $200

North Hall Community Center

Community Room		
Monday - Friday		
7-11am	11:30-3:30pm	4-8pm
1/4 Community Room		$230
1/2 Community Room		$370
Full Community Room		$660
Saturday		
8-12pm	1-5pm	*5-10pm
1/4 Community Room		$230
1/2 Community Room		$370
Full Community Room		$660
*1/2 Community Room After Hours		$670
*Community Room After Hours		$980
*Includes staffing fee		
Sunday		
2-6pm		
1/2 Community Room with Kitchen		$230
1/2 Community Room w/o Kitchen		$370
Full Community Room		$660

Capacity: 1/4 Room 75 - 1/2 Room 200 - Full Room 400

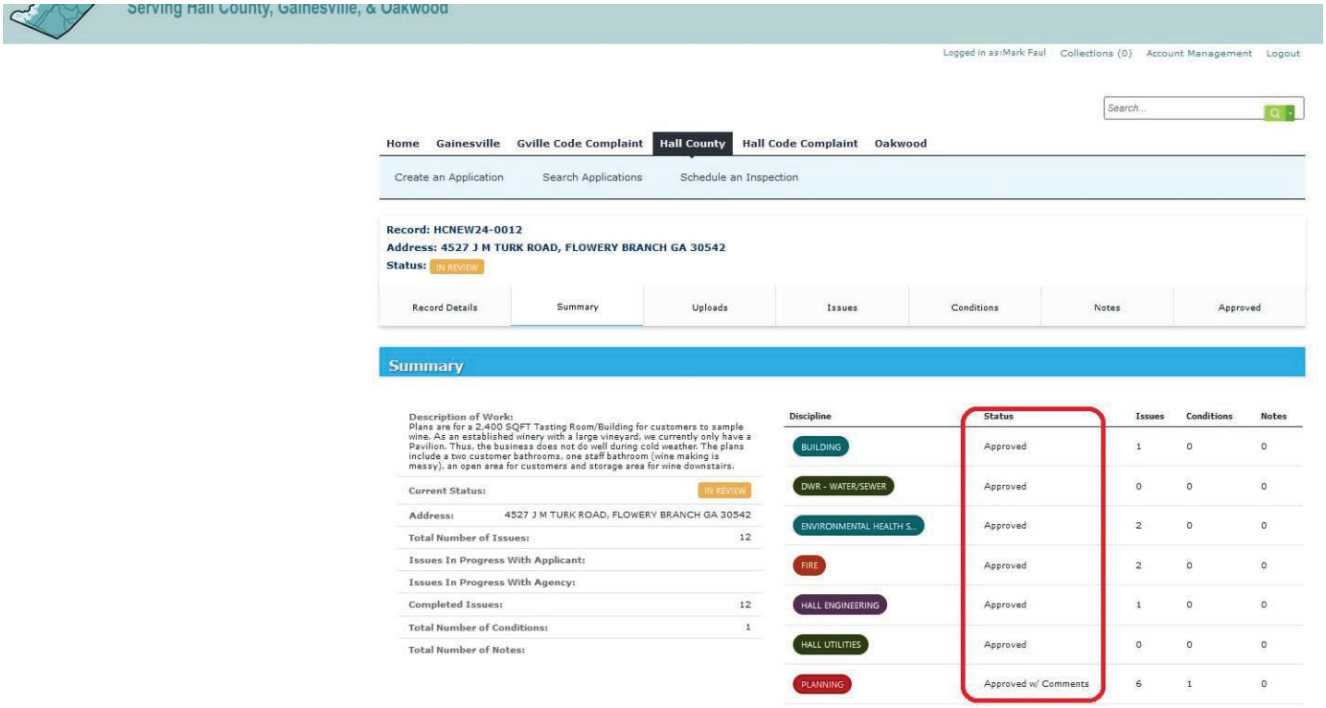
Required Deposit
1/4 and 1/2 Community Room Deposit $100
Full Community Room Deposit $200

25% SURCHARGE FOR OUT OF COUNTY RESIDENTS

ROOM SET UP AND CLEAN UP MUST BE COMPLETED DURING THE DESIGNATED RENTAL TIME
RENTER IS RESPONSIBLE FOR ROOM CLEAN UP OR FORFEITURE OF DEPOSIT MAY OCCUR
RENTER IS RESPONSIBLE FOR ENSURING FACILITY POLICIES AND RULES ARE FOLLOWED
RETURN FLOOR PLAN AT LEAST 3 DAYS PRIOR TO RENTAL
CANCELLATIONS - A 7 DAY NOTICE IS REQUIRED FOR A REFUND
CHILDREN MUST BE SUPERVISED AT ALL TIMES
NO ALCOHOL IS ALLOWED ON THE PREMISES

HALL COUNTY
GEORGIA *We have it all in Hall*

Enclosure 9 – Construction Permit



Serving Hall County, Gainesville, & Oakwood

Logged in as:Mark Faul Collections (0) Account Management Logout

Search...

Home | Gainesville | Gville Code Complaint | Hall County | Hall Code Complaint | Oakwood

Create an Application | Search Applications | Schedule an Inspection

Record: HCNEW24-0012
Address: 4527 J M TURK ROAD, FLOWERY BRANCH GA 30542
Status: IN REVIEW

Record Details | Summary | Uploads | Issues | Conditions | Notes | Approved

Summary

Description of Work:
Plans are for a 2,400 SQFT Tasting Room/Building for customers to sample wine. As an established winery with a large vineyard, we currently only have a Pavilion. Thus, the business does not do well during cold weather. The plans include a two customer bathrooms, one staff bathroom (wine making is messy), an open area for customers and storage area for wine downstairs.

Current Status:	IN REVIEW
Address:	4527 J M TURK ROAD, FLOWERY BRANCH GA 30542
Total Number of Issues:	12
Issues In Progress With Applicant:	
Issues In Progress With Agency:	
Completed Issues:	12
Total Number of Conditions:	1
Total Number of Notes:	

Discipline	Status	Issues	Conditions	Notes
BUILDING	Approved	1	0	0
DWR - WATER/SEWER	Approved	0	0	0
ENVIRONMENTAL HEALTH S...	Approved	2	0	0
FIRE	Approved	2	0	0
HALL ENGINEERING	Approved	1	0	0
HALL UTILITIES	Approved	0	0	0
PLANNING	Approved w/ Comments	6	1	0

Enclosure 10 – Front View Current Construction



Enclosure 11



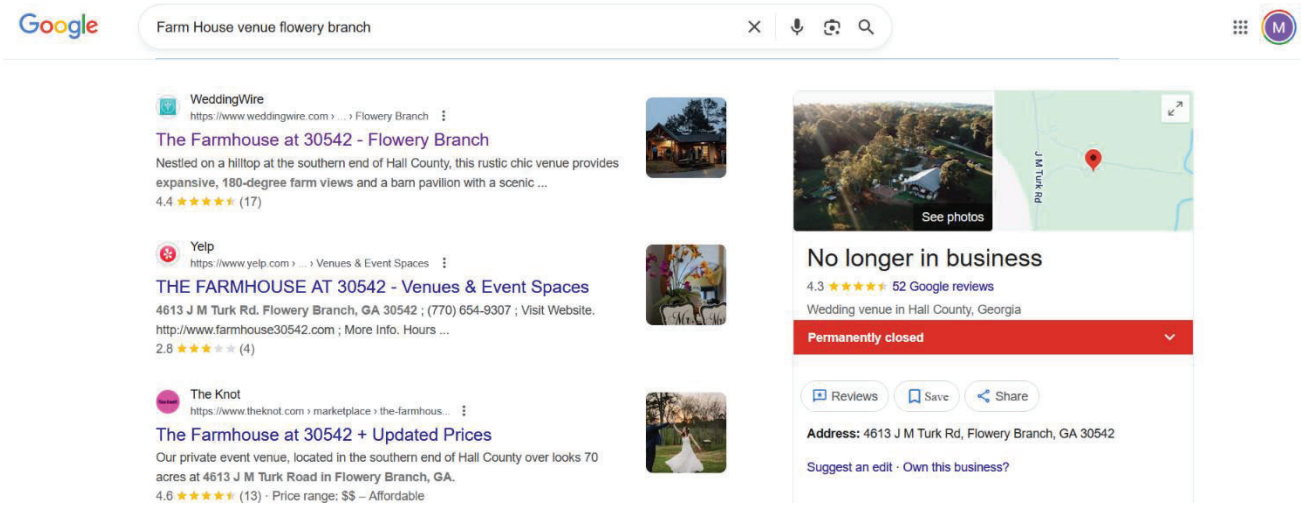
Enclosure 12



Enclosure 13 – Plateau area



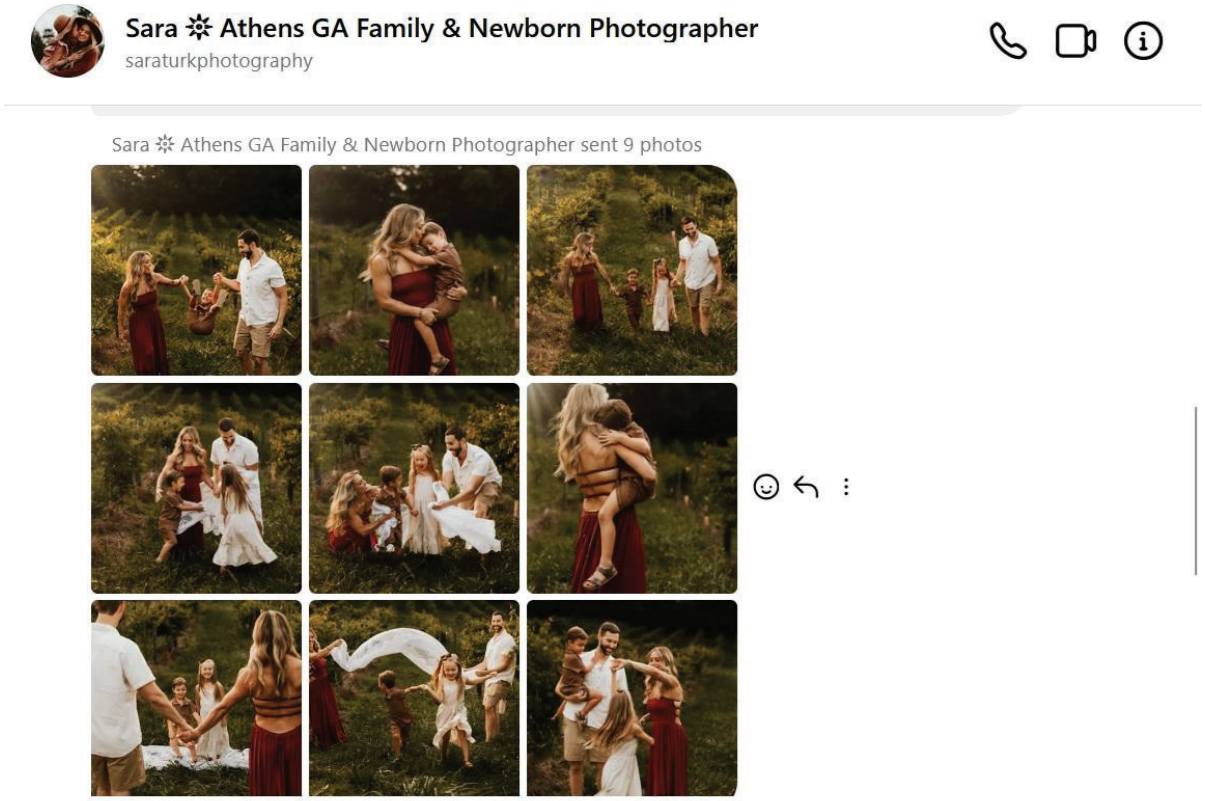
Enclosure 14



Enclosure 15



Enclosure 16





Enclosure 17 – Judge Awards Nearly $50M in Damages to Old Mission Wineries

www.traverseticker.com/news/judge-awards-nearly-50m-in-damages-to-old-mission-wineries/



Judge Awards Nearly $50M in Damages to Old Mission Wineries

By Beth Milligan | July 8, 2025

Nearly a dozen wineries on Old Mission Peninsula were handed a major victory Monday in a years-long federal lawsuit against Peninsula Township.

Judge Paul Maloney of the U.S. District Court for the Western District of Michigan collectively awarded the wineries nearly $50 million in damages for being restricted from hosting small and large events – one of several township zoning ordinances he found unconstitutional. Maloney said witnesses for the wineries "told a single story through 12 lenses: the Peninsula Township zoning ordinance was unreasonable, burdened their operations, and at times made them rethink continuing their enterprises on the Old Mission Peninsula."

Enclosure 18 – Movie Filming



TYLER PERRY STUDIOS

February, 2025

Dear Sir or Madame,

Tyler Perry Studios, along with the support of the Georgia Film, Music & Digital Entertainment Office, will be filming a movie in your area currently scheduled to begin filming the third week of March 2025 and concluding around April 2025.

We are looking for a location to use in our show. I believe your property has the potential to be that location. I would like to schedule a time, at your convenience and availability, to come back and take photographs of your property, inside and out. If you are a tenant, it will be necessary for you to have the permission of your landlord/property owner. I understand that your time is valuable, and I should only need 15-20 minutes to complete my photographs.

If chosen, we will pay for the use of your property as well as provide insurance for the activity taking place on the premises. All terms will be negotiated upon approval of the location.

If you have any questions regarding this production, please feel free to call or text me. If you have questions about me, or the project we are scouting, please feel free to contact the Georgia Film, Video and Music Office at (404) 962-4052. They are not working on this film but can verify it and myself as a professional in this industry. You can find a list of some other projects I've worked on by searching my name (Will Hammargren) at www.imdb.com. Thanks for your time and consideration.

I look forward to hearing from you, please try to reach me today.

Sincerely,

Will Hammargren

Key Assistant Location Manager

"Doing Life"

[redacted]

Enclosure 19 (unsolicited sample emails)

When is a good time to come on a date

D <[redacted]
To Mark Faul

Reply | Reply All | Forward

Thu 7/18/2024 8:50 PM

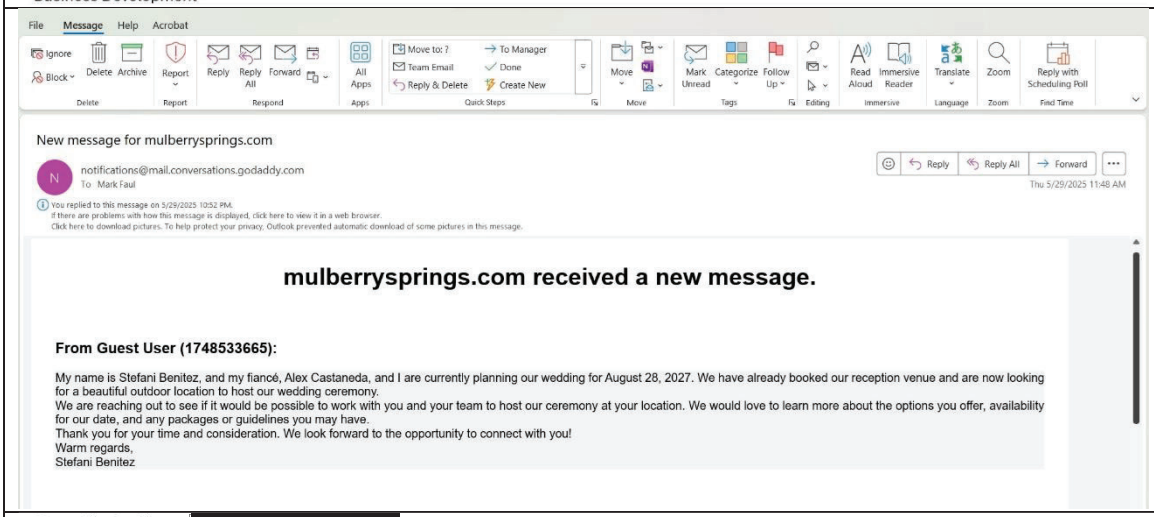
You replied to this message on 7/20/2024 5:54 AM.

Hello!

I'm trying to plan a date for next weekend for my anniversary!! I've never been to a vineyard before so I was wondering when is the best time to come by and have a memorable experience? Also is there anything special that can be planned or done on site to celebrate the occasion? This is a new experience for me so any help or guidance would be much appreciated!!

Thank you so much for your help!

DeAndre Hagler
Locksmith
Business Development



New message for mulberrysprings.com

notifications@mail.conversations.godaddy.com
To Mark Faul

Reply | Reply All | Forward

Thu 5/29/2025 11:48 AM

You replied to this message on 5/29/2025 10:52 PM.
If there are problems with how this message is displayed, click here to view it in a web browser.
Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

mulberrysprings.com received a new message.

From Guest User (1748533665):

My name is Stefani Benitez, and my fiancé, Alex Castaneda, and I are currently planning our wedding for August 28, 2027. We have already booked our reception venue and are now looking for a beautiful outdoor location to host our wedding ceremony.
We are reaching out to see if it would be possible to work with you and your team to host our ceremony at your location. We would love to learn more about the options you offer, availability for our date, and any packages or guidelines you may have.
Thank you for your time and consideration. We look forward to the opportunity to connect with you!
Warm regards,
Stefani Benitez

From: Taylor Cisco <[redacted]
Sent: Tuesday, March 4, 2025 7:39:50 PM
To: Mark Faul <mark@mulberrysprings.com>
Subject: Events

Good evening,

Do you host weddings on your property? I am helping my sister plan her wedding. She is hoping for a Spring 2026 wedding and is looking at venues nearby.

Thank you!
Taylor McMillan Cisco

From: emily pashkovets <[redacted]
Sent: Thursday, February 27, 2025 6:42:10 PM
To: Mark Faul <mark@mulberrysprings.com>
Subject: Wedding Rental

Good afternoon,
Does this venue offer weddings as one of their events? If so, what are the packages and prices look like?

Thank you,
Emily Pashkovets

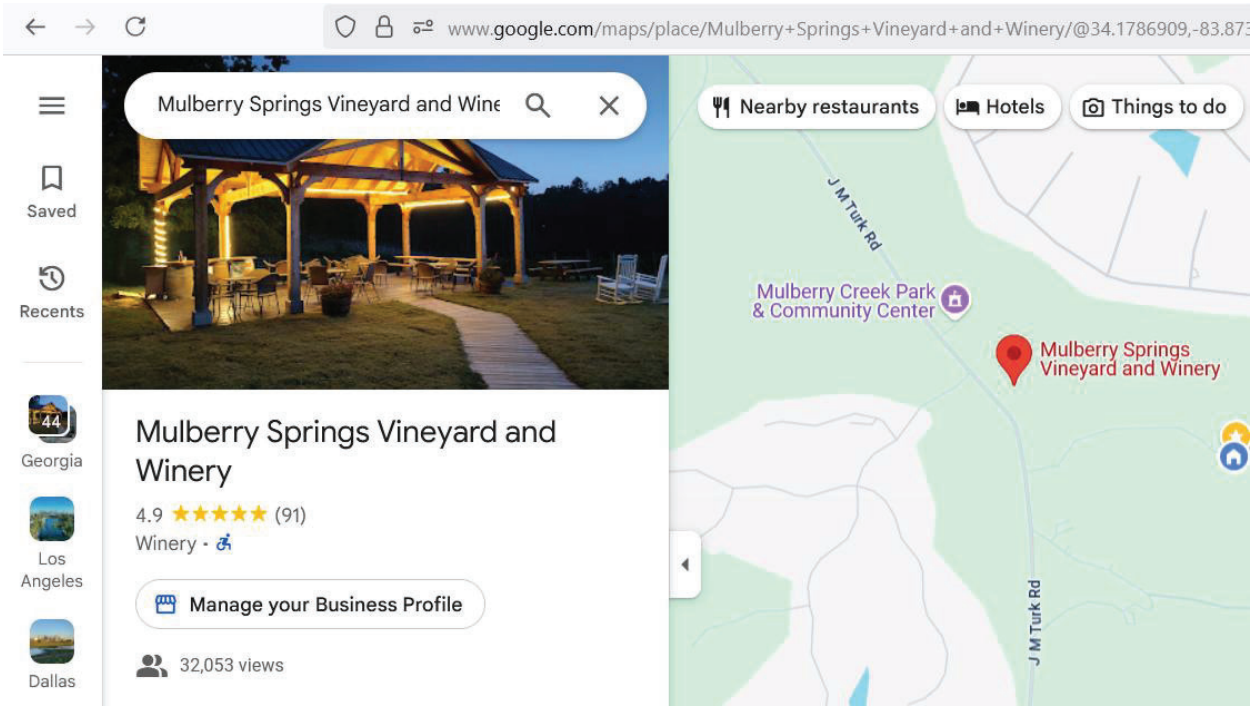
Enclosure 20 – Largest Vineyard







Enclosure 21 – Google Views and Rating



Enclosure 22 – Agritourism location – Approved by the State of Georgia

GEORGIA AGRITOURISM REGISTRY CERTIFICATE

This certificate acknowledges that

MULBERRY SPRINGS VINEYARD & WINERY

located at

4529 JM Turk Road, Flowery Branch, GA 30542

is a registered Agritourism business with Georgia Grown, a program in the marketing division of the Georgia Department of Agriculture. This business is eligible for the limited liability as per Ga. Code Ann. § 48-5-7.4(p)(7)(B), Ga. Code Ann. §50-7-70, Ga. Code Ann. § 51-3-31 and Ga. Comp. R. & Regs. R. 40-28-1-.01 to 40-28-1-.06.

Warning signage, as per O.C.G.A 51-3-31 (2010), must be prominently posted at each agritourism location.

This registration is valid for three (3) years from the above date of issuance.

Cheryl Smith
(Authorized Signature)

[redacted]
(Registration Number)

June 23, 2023
(Date)



Enclosure 23 – All Inclusive Winery License

Alcohol Lic # **HALCR24-0045**

HALL COUNTY
WINE LICENSE

Alcohol Account [redacted]
Business License #BUS-0033532

2025

Date: 11/13/2024

Begin Date: 01/01/2025

End Date: 12/31/2025

2025

Issued To: MARK FAUL

For: **MULBERRY SPRINGS VINEYARD & WINERY**

Reg Agent: MARK FAUL

Owner: Arrowquest Services, Inc

All Inclusive Farm Winery

Loc: 4527 J M TURK ROAD
FLOWERY BRANCH, GA 30542

A License is granted in Hall County, outside Municipalities, for the period ending December 31, 2025, subject to compliance with the provisions of the Official Code of Hall County, Georgia, Title 5, Chapter 30, and OCGA Title 3 Chapter 11

HALL COUNTY
GEORGIA

MULBERRY SPRINGS VINEYARD & WINERY
4567 STANLEY RD
FLOWERY BRANCH, GA 30542

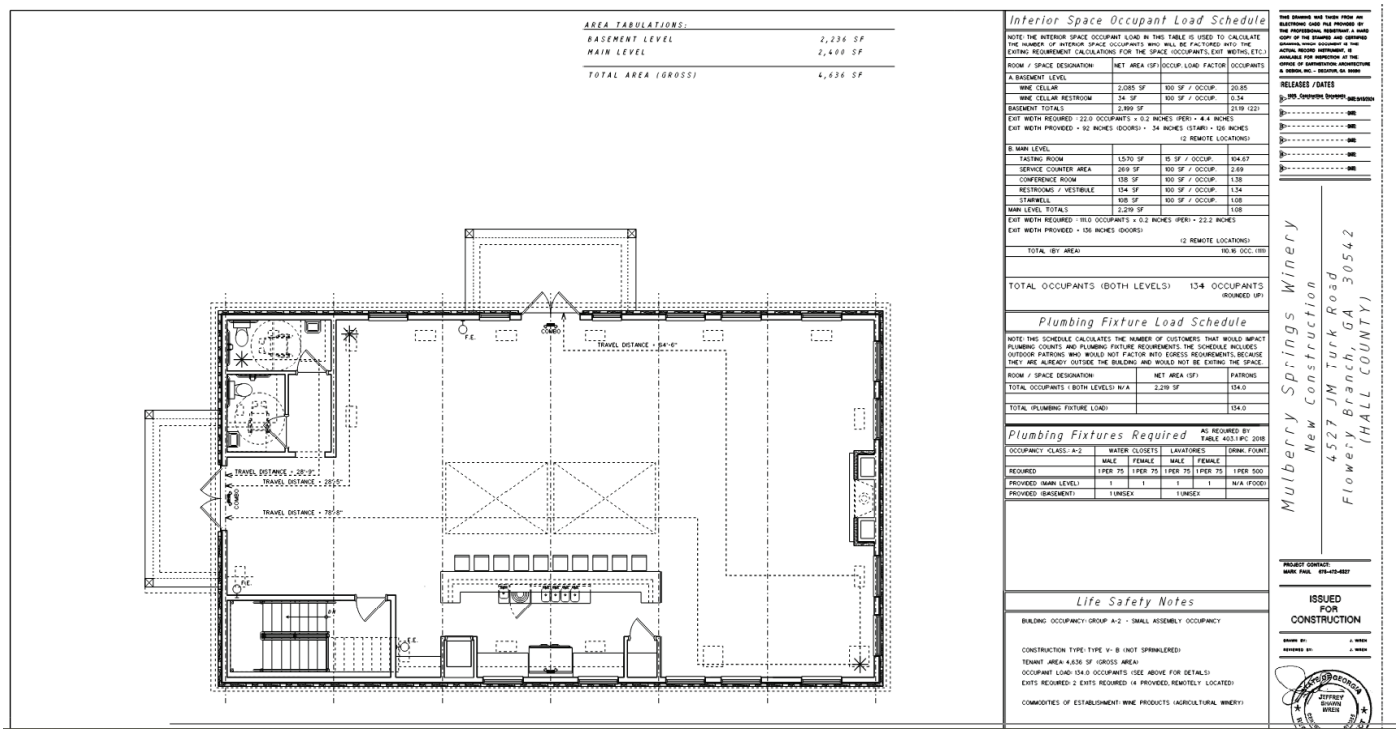
Witness my hand and seal of Hall County the day and year written above.

FILE COPY

Licensing Director or Official

NOT TRANSFERABLE - DISPLAY IN A CONSPICUOUS PLACE

Enclosure 24 - Life Safety Plan – 134 occupants



AREA TABULATIONS:

BASEMENT LEVEL	2,236 SF
MAIN LEVEL	2,400 SF
TOTAL AREA (GROSS)	4,636 SF

Interior Space Occupant Load Schedule

NOTE: THE INTERIOR SPACE OCCUPANT LOAD IN THIS TABLE IS USED TO CALCULATE THE NUMBER OF INTERIOR SPACE OCCUPANTS WHO WILL BE FACTORED INTO THE EXITING REQUIREMENT CALCULATIONS FOR THE SPACE (OCCUPANTS, EXIT WIDTHS, ETC.)

ROOM / SPACE DESIGNATION:	NET AREA (SF)	OCCUP. LOAD FACTOR	OCCUPANTS
A. BASEMENT LEVEL			
WINE CELLAR	2,085 SF	100 SF / OCCUP.	20.85
WINE CELLAR RESTROOM	34 SF	100 SF / OCCUP.	0.34
BASEMENT TOTALS	2,199 SF		21.19 (22)
EXIT WIDTH REQUIRED = 22.0 OCCUPANTS x 0.2 INCHES (PER) = 4.4 INCHES			
EXIT WIDTH PROVIDED = 92 INCHES (DOORS) + 34 INCHES (STAIR) = 126 INCHES (2 REMOTE LOCATIONS)			
B. MAIN LEVEL			
TASTING ROOM	1,570 SF	15 SF / OCCUP.	104.67
SERVICE COUNTER AREA	269 SF	100 SF / OCCUP.	2.69
CONFERENCE ROOM	138 SF	100 SF / OCCUP.	1.38
RESTROOMS / VESTIBULE	134 SF	100 SF / OCCUP.	1.34
STAIRWELL	108 SF	100 SF / OCCUP.	1.08
MAIN LEVEL TOTALS	2,219 SF		1.08
EXIT WIDTH REQUIRED = 111.0 OCCUPANTS x 0.2 INCHES (PER) = 22.2 INCHES			
EXIT WIDTH PROVIDED = 136 INCHES (DOORS) (2 REMOTE LOCATIONS)			
TOTAL (BY AREA)			110.16 OCC. (111)

TOTAL OCCUPANTS (BOTH LEVELS) 134 OCCUPANTS (ROUNDED UP)

Plumbing Fixture Load Schedule

NOTE: THIS SCHEDULE CALCULATES THE NUMBER OF CUSTOMERS THAT WOULD IMPACT PLUMBING COUNTS AND PLUMBING FIXTURE REQUIREMENTS. THE SCHEDULE INCLUDES OUTDOOR PATRONS WHO WOULD NOT FACTOR INTO EGRESS REQUIREMENTS, BECAUSE THEY ARE ALREADY OUTSIDE THE BUILDING AND WOULD NOT BE EXITING THE SPACE.

ROOM / SPACE DESIGNATION:	NET AREA (SF)	PATRONS
TOTAL OCCUPANTS (BOTH LEVELS) N/A	2,219 SF	134.0
TOTAL (PLUMBING FIXTURE LOAD)		134.0

Plumbing Fixtures Required — AS REQUIRED BY TABLE 403.1 IPC 2018

OCCUPANCY =CLASS:- A-2	WATER CLOSETS		LAVATORIES		DRINK. FOUNT
	MALE	FEMALE	MALE	FEMALE	
REQUIRED	1 PER 75	1 PER 75	1 PER 75	1 PER 75	1 PER 500
PROVIDED (MAIN LEVEL)	1	1	1	1	N/A (FOOD)
PROVIDED (BASEMENT)	1 UNISEX		1 UNISEX		

Life Safety Notes

BUILDING OCCUPANCY: GROUP A-2 - SMALL ASSEMBLY OCCUPANCY

CONSTRUCTION TYPE: TYPE V- B (NOT SPRINKLERED)
TENANT AREA: 4,636 SF (GROSS AREA)
OCCUPANT LOAD: 134.0 OCCUPANTS (SEE ABOVE FOR DETAILS)
EXITS REQUIRED: 2 EXITS REQUIRED (4 PROVIDED, REMOTELY LOCATED)

COMMODITIES OF ESTABLISHMENT: WINE PRODUCTS (AGRICULTURAL WINERY)

THIS DRAWING WAS TAKEN FROM AN ELECTRONIC CADD FILE PROVIDED BY THE PROFESSIONAL REGISTRANT. A HARD COPY OF THE STAMPED AND CERTIFIED ORIGINAL TECHNICAL DOCUMENT IS THE ACTUAL RECORD DOCUMENT AND IS ON FILE IN THE MAIN DIRECTORY AT THE OFFICE OF CARTER/VOON ARCHITECTURE & DESIGN, INC. - DECATUR, GA 30030

RELEASES / DATES

Mulberry Springs Winery
New Construction
4527 JM Turk Road
Flowery Branch, GA 30542
(HALL COUNTY)

PROJECT CONTACT:
MARK PAUL 678-472-8227

ISSUED FOR CONSTRUCTION

DRAWN BY: J. WEBB
REVIEWED BY: J. WEBB

JEFFREY SHAWN WREN

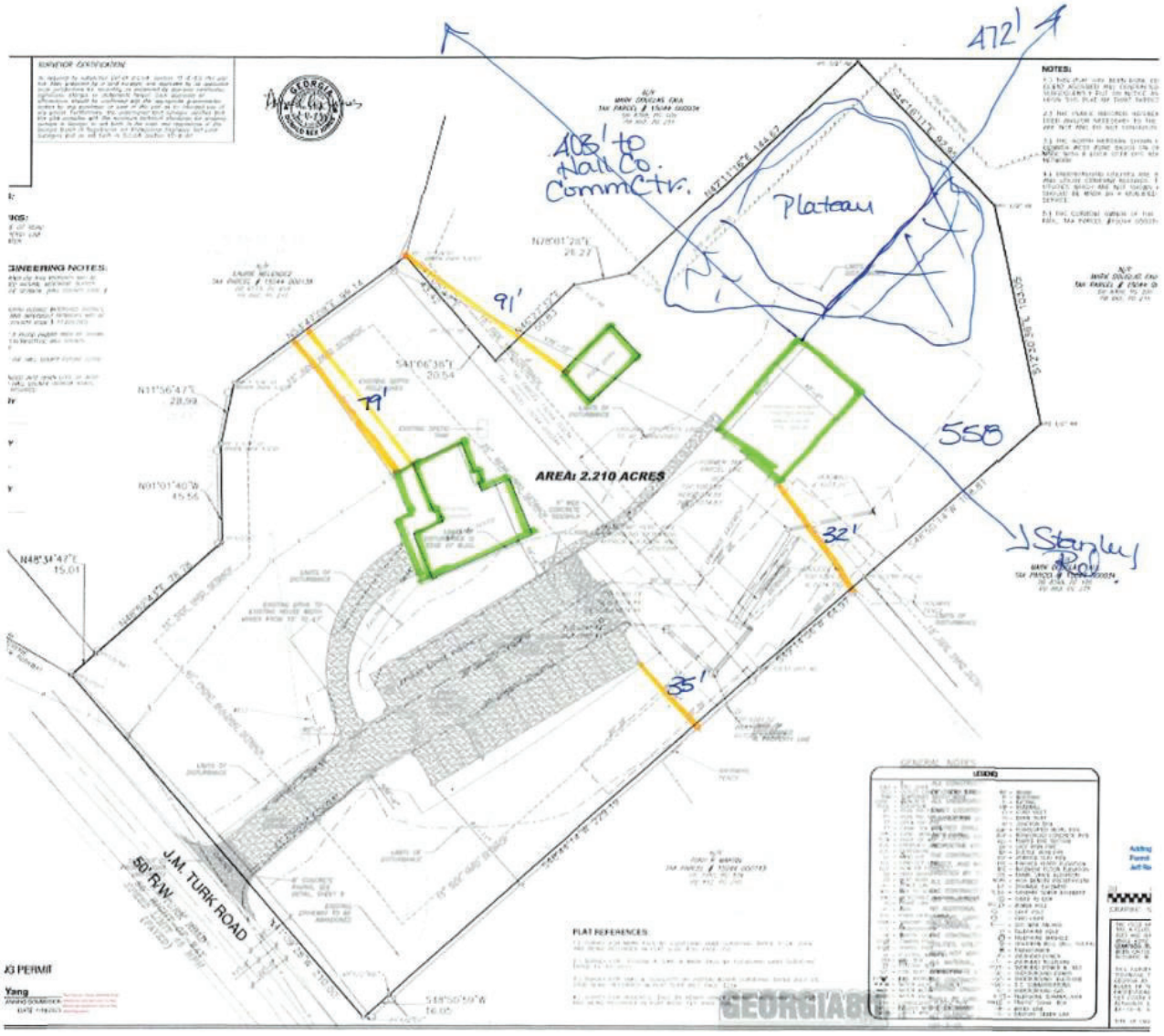
Enclosure 1 – Copy of the plats

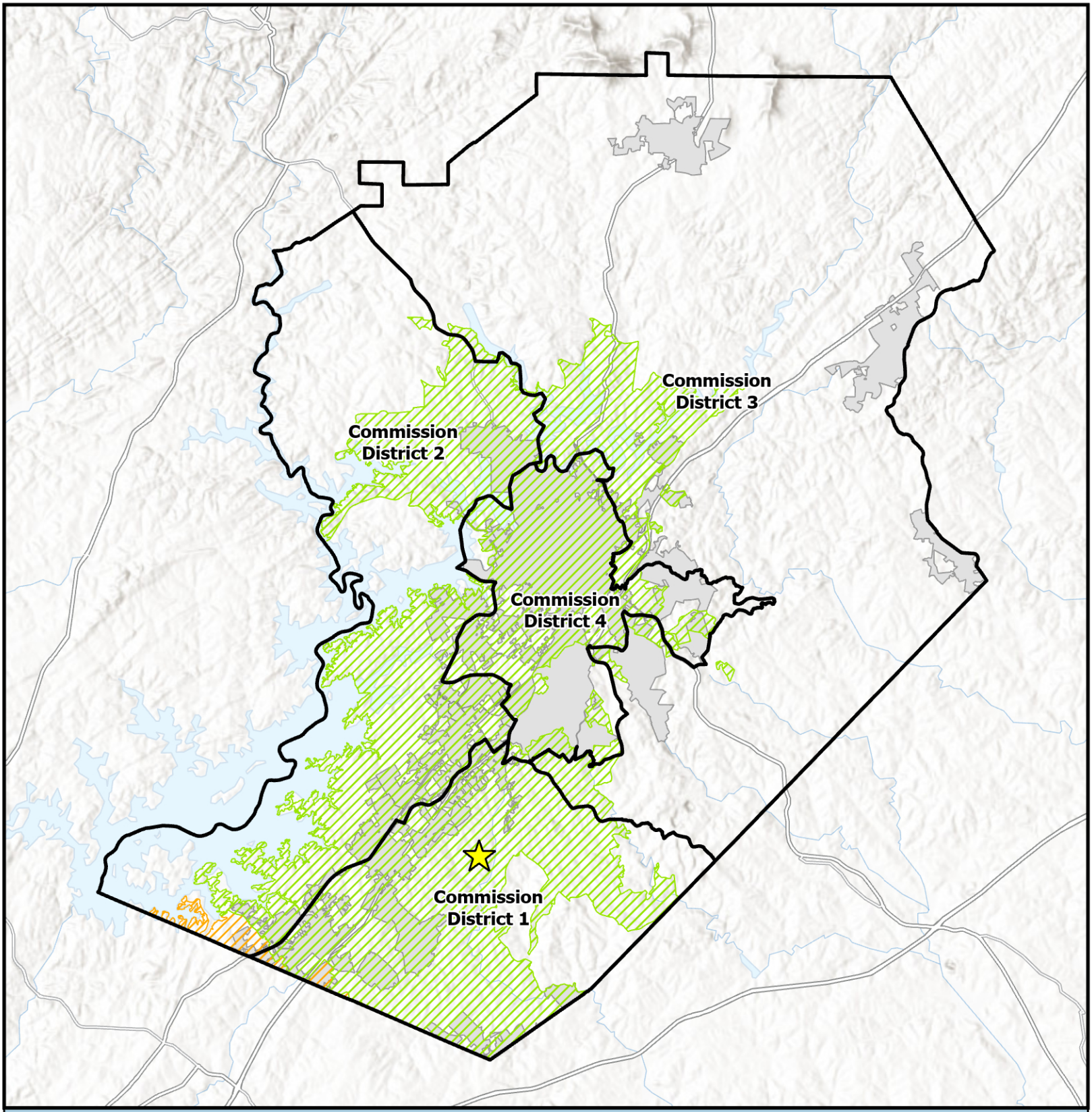
SITE PLAN
4527 JM Turk Road & 4967 Stanley Road (part)
8/8/2025



Mulberry Springs Vineyard & Winery
Flowery Branch, Georgia

Mulberry Springs Vineyard and Winery, 08 August 2025





Overview Map

- Subject Area Location
- Subject Area
- Commision Districts
- City Limits

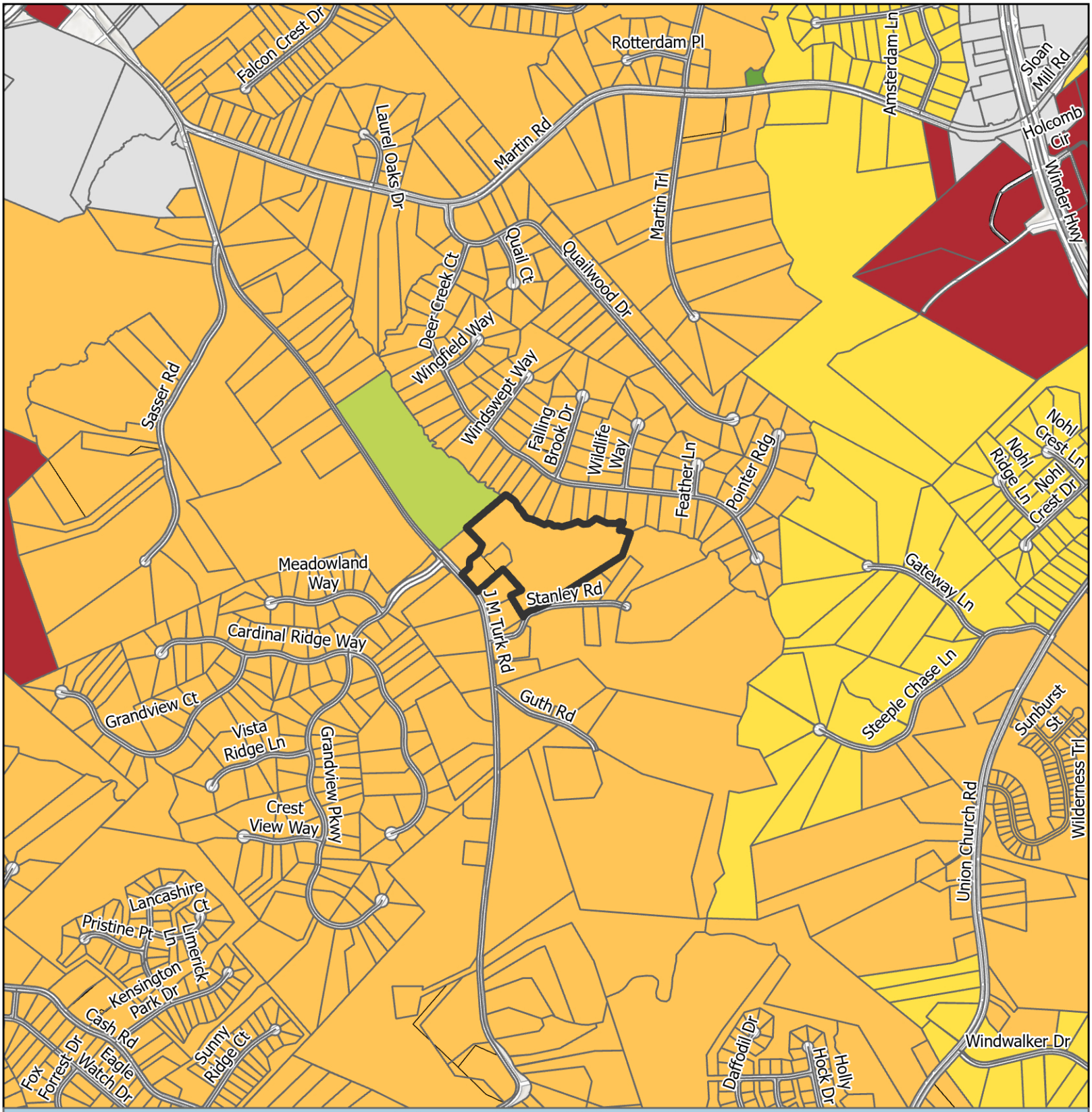
Urbanized Zone Areas

- Atlanta, GA
- Gainesville, GA

Applicant: Mulberry Springs Vineyard & Winery
Tax Parcel #: 15044 000034 & 000034A
Location: 4527 J M Turk Road & 4567 Stanley Road
Commission District: 1

HALL COUNTY
GEORGIA
We have it all in Hall

Date Prepared: 5/5/2026



Future Land Use Map

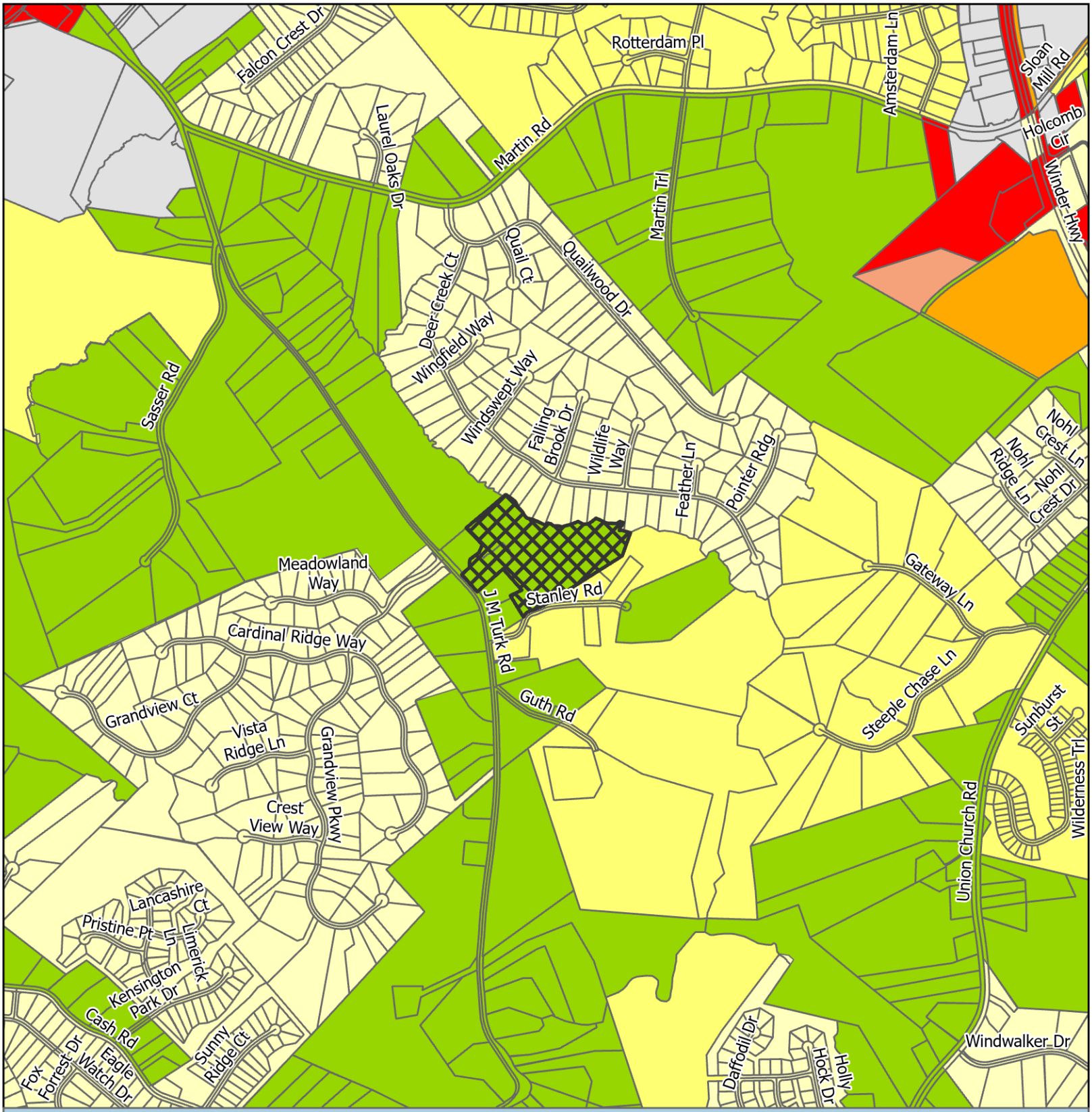
Subject Area
City Limits

FLU
- Business Corridors
- Greenspace - Conservation
- Greenspace - Parks
- Suburban Neighborhood, Low-Density
- Suburban Neighborhood, Medium-Density

Applicant: Mulberry Springs Vineyard & Winery
Tax Parcel #: 15044 000034 & 000034A
Location: 4527 J M Turk Road & 4567 Stanley Road
Commission District: 1

HALL COUNTY
GEORGIA
We have it all in Hall

Date Prepared: 5/5/2026



Zoning Map

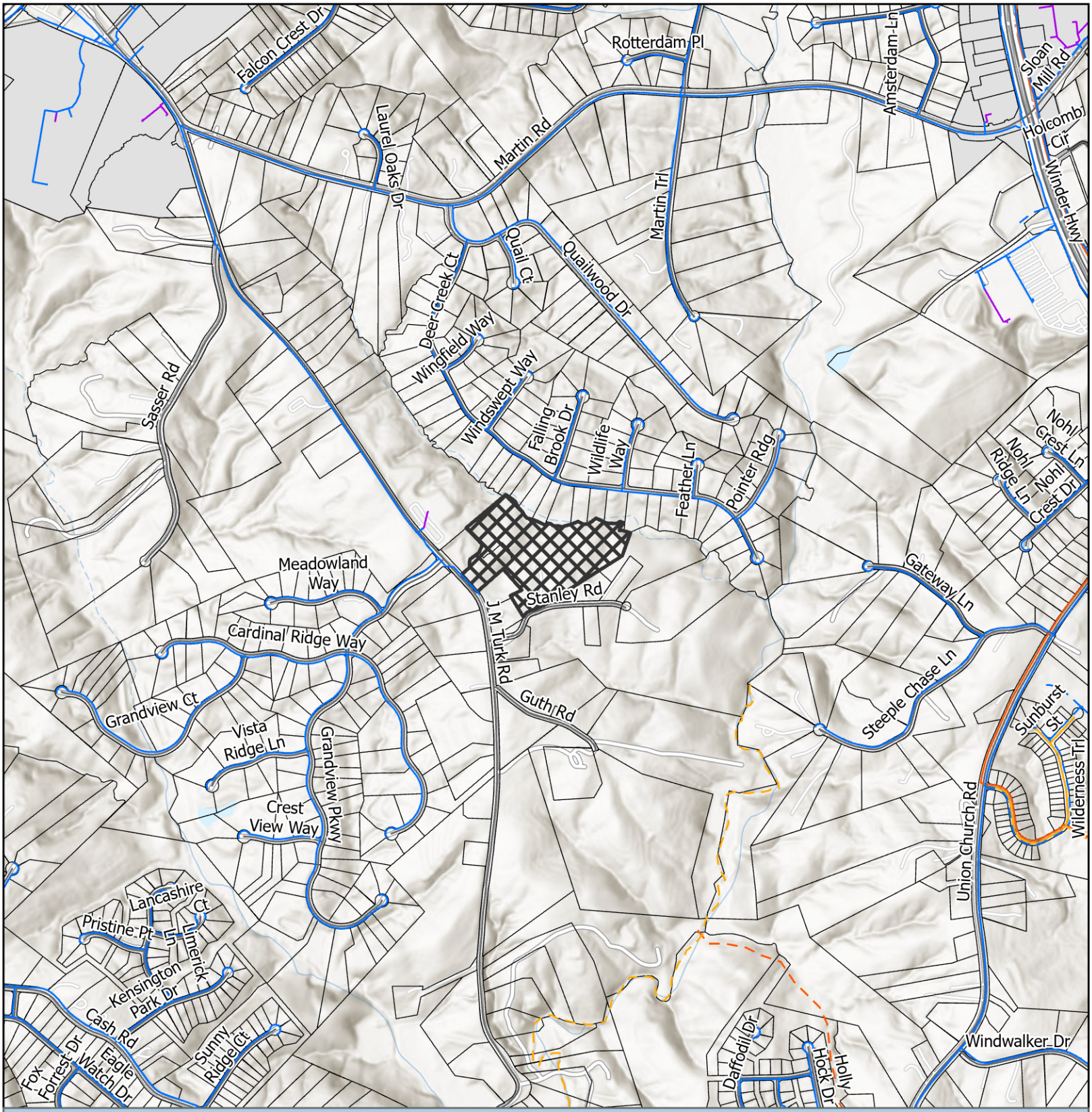
Subject Area
City Limits

Zoning
AR-1
H-B
O-I
PCD
POD
PRD
R-1

Applicant: Mulberry Springs Vineyard & Winery
Tax Parcel #: 15044 000034 & 000034A
Location: 4527 J M Turk Road & 4567 Stanley Road
Commission District 1

HALL COUNTY
GEORGIA
We have it all in Hall

Date Prepared: 5/5/2026



Utilities Map

- Private of Other System
- Waterline
- Preliminary Waterline
- County Existing Sewerline
- County Proposed Sewerline
- County Forcemain
- County Propsed Forcemain
- Subject Area
- City Limits

Applicant: Mulberry Springs Vineyard & Winery
Tax Parcel #: 15044 000034 & 000034A
Location: 4527 J M Turk Road & 4567 Stanley Road
Commission District 1

HALL COUNTY
GEORGIA
We have it all in Hall

Date Prepared: 5/5/2026



Site Plan & Aerial Map

Subject Area
Parcel

Applicant: Mulberry Springs Vineyard & Winery
Tax Parcel #: 15044 000034 & 000034A
Location: 4527 J M Turk Road & 4567 Stanley Road
Commission District 1

HALL COUNTY
GEORGIA
We have it all in Hall

Date Prepared: 5/7/2026



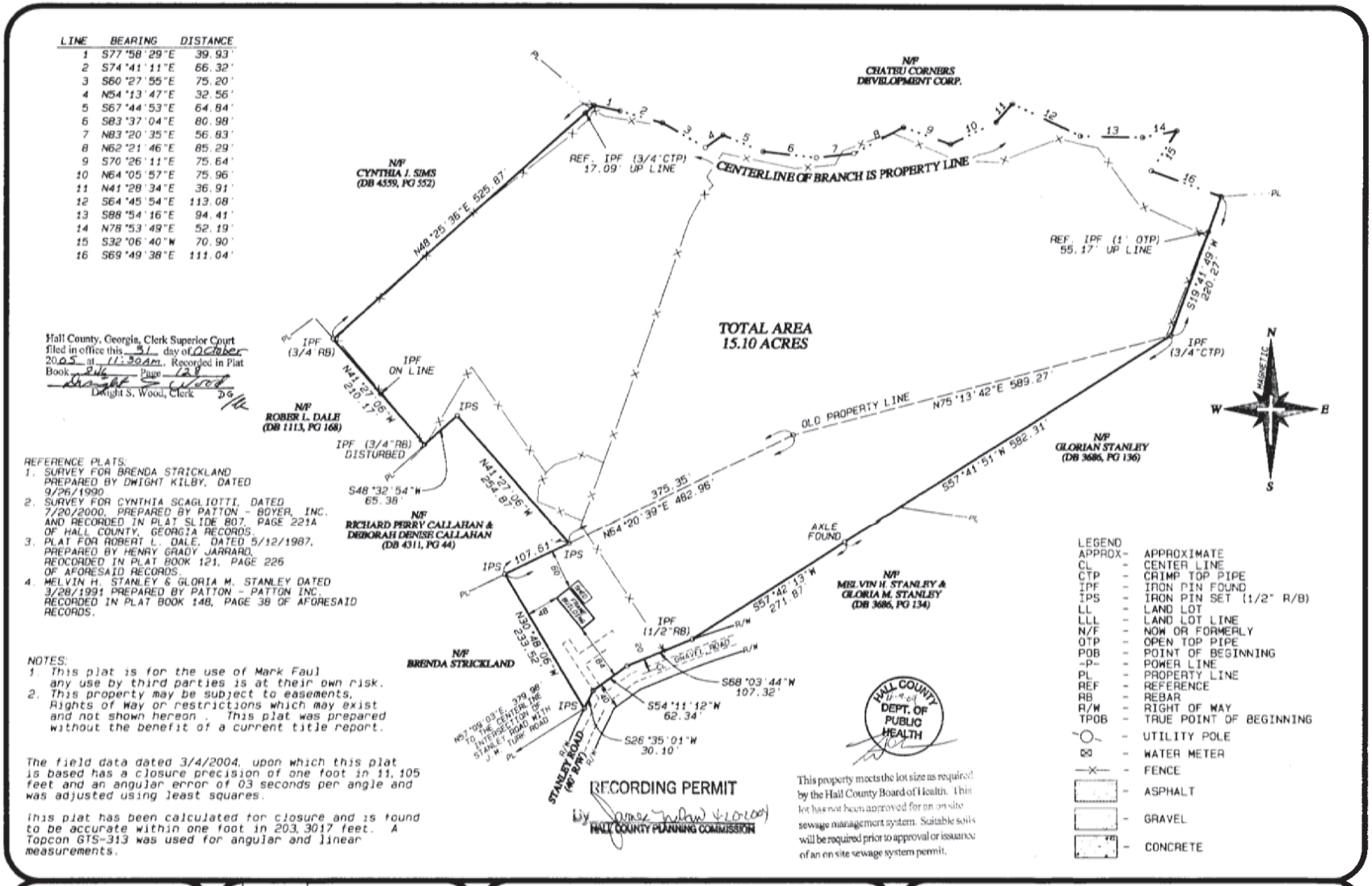
Subject Area
Parcel

Applicant: Mulberry Springs Vineyard & Winery
Tax Parcel #: 15044 000034 & 000034A
Location: 4527 J M Turk Road & 4567 Stanley Road
Commission District 1

Aerial Map

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

Date Prepared:
5/7/2026



GEORGIA REGISTERED No. 2864 PROFESSIONAL LAND SURVEYOR Robert S. Cleveland 3/26/04

THIS PLAT IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE, IN INK, OF THE REGISTRANT ACROSS THE REGISTRANT'S SEAL

NO.	DATE	DESCRIPTION
1.	3/26/2004	COMBINED TRACTS 1 & 2

REVISIONS

SURVEY FOR:

MARK FAUL

LOCATED IN
FLOWERY BRANCH DISTRICT,
G.M.D. # 1270,
HALL COUNTY, GEORGIA

Cleveland Land Surveying
3637 Rocky Ford Terrace, Gainesville, Georgia 30506
Office (678) 450-5787, Fax (678) 450-5789

DRAWN BY: RSC
DATE: 3/24/2004
PRO: 204016B

GRAPHIC SCALE
SCALE: 1"=100'
0' 50' 100' 200'

JOB #: 204016B

SHEET 1 OF 1

https://search.gsccca.org/Imaging/HTML5Viewer.aspx?id=2048436&key1=846&key2=128&county=69&countyname=HALL&userid=891638&appid=28 1/1

eFiled and eRecorded
DATE: 01/26/2023
TIME: 7:55 AM
PLAT BOOK: 883
PAGE: 75 - 75
FILING FEES: $10.00
PART ID: 2265719333
RECORDED BY: NB
Charles Baker, C.S.C
Hall County, GA

SURVEYOR CERTIFICATION:

As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

GEORGIA REGISTERED No. 2358 LAND SURVEYOR DONALD REX JONES
4-11-23

CURRENT ZONING:

RESIDENTIAL (AR-III)

BUILDING SETBACKS:

FRONT = 65' FROM CENTERLINE OF ROAD
OR 40' FROM PROPERTY LINE
WHICHEVER IS GREATER
SIDE = 15'
REAR = 25'

HALL COUNTY ENGINEERING NOTES:

ANY STREAM OR STATE WATER LOCATED ON THIS PROPERTY MAY BE SUBJECT TO A 50 FEET UNDISTURBED NATURAL VEGETATIVE BUFFER AND A 75 FEET IMPERVIOUS SURFACE SETBACK. (HALL COUNTY CODE § 8.170.070)

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)

THIS PROPERTY IS NOT LOCATED IN A FLOOD HAZARD AREA AS SHOWN ON FLOOD INSURANCE RATE MAP #131139C0311G, HALL COUNTY GEORGIA, DATED DECEMBER 1, 2022.

THIS PROPERTY IS NOT LOCATED IN THE HALL COUNTY FUTURE FLOOD ZONE PER HALL COUNTY GIS.

IF RESIDENTIAL PROPERTY IS SUBDIVIDED INTO SEVEN LOTS OR MORE WITH ALL LOTS ACCESSING EXISTING HALL COUNTY, GEORGIA ROADS, THEN STORMWATER MANAGEMENT IS REQUIRED.

APPROVED BY THE HALL COUNTY PLANNING DEPARTMENT

BY: _____

DATE: _____

APPROVED BY THE HALL COUNTY ENGINEER

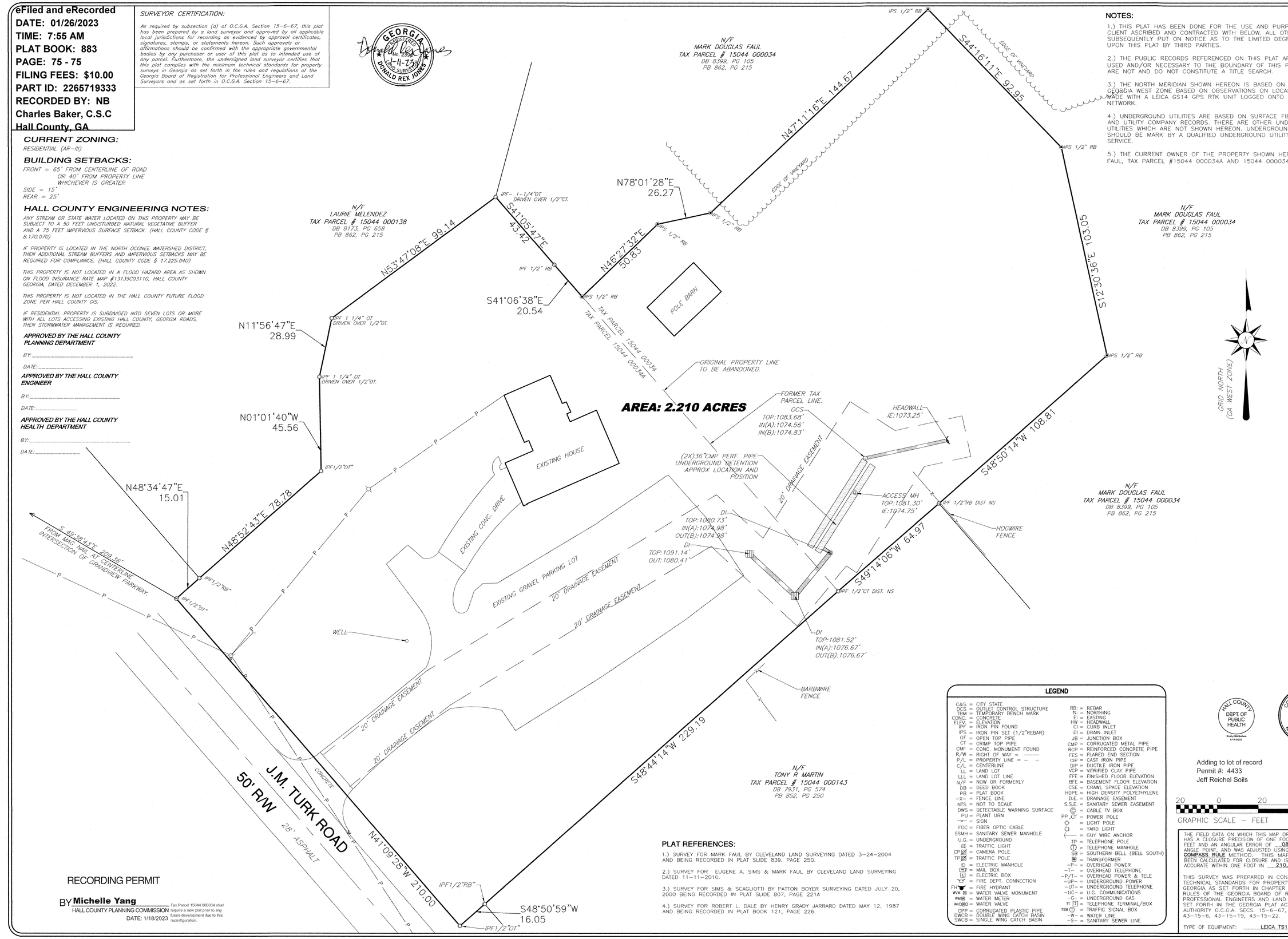
BY: _____

DATE: _____

APPROVED BY THE HALL COUNTY HEALTH DEPARTMENT

BY: _____

DATE: _____



NOTES:

1.) THIS PLAT HAS BEEN DONE FOR THE USE AND PURPOSE OF THE CLIENT ASCRIBED AND CONTRACTED WITH BELOW. ALL OTHER PARTIES ARE SUBSEQUENTLY PUT ON NOTICE AS TO THE LIMITED DEGREE OF RELIANCE UPON THIS PLAT BY THIRD PARTIES.

2.) THE PUBLIC RECORDS REFERENCED ON THIS PLAT ARE ONLY THOSE USED AND/OR NECESSARY TO THE BOUNDARY OF THIS PROPERTY. THEY ARE NOT AND DO NOT CONSTITUTE A TITLE SEARCH.

3.) THE NORTH MERIDIAN SHOWN HEREON IS BASED ON GRID NORTH, GEORGIA WEST ZONE BASED ON OBSERVATIONS ON LOCAL CONTROL POINTS MADE WITH A LEICA GS14 GPS RTK UNIT LOGGED ONTO THE eGPS RTK NETWORK.

4.) UNDERGROUND UTILITIES ARE BASED ON SURFACE FIELD INVESTIGATION AND UTILITY COMPANY RECORDS. THERE ARE OTHER UNDERGROUND UTILITIES WHICH ARE NOT SHOWN HEREON. UNDERGROUND UTILITIES SHOULD BE MARK BY A QUALIFIED UNDERGROUND UTILITY LOCATION SERVICE.

5.) THE CURRENT OWNER OF THE PROPERTY SHOWN HEREON IS MARK D. FAUL, TAX PARCEL #15044 000034A AND 15044 000034.

PLAT REFERENCES:

1.) SURVEY FOR MARK FAUL BY CLEVELAND LAND SURVEYING DATED 3-24-2004 AND BEING RECORDED IN PLAT SLIDE 839, PAGE 250.

2.) SURVEY FOR EUGENE A. SIMS & MARK FAUL BY CLEVELAND LAND SURVEYING DATED 11-11-2010.

3.) SURVEY FOR SIMS & SCAGLIOTTI BY PATTON BOYER SURVEYING DATED JULY 20, 2000 BEING RECORDED IN PLAT SLIDE 807, PAGE 221A

4.) SURVEY FOR ROBERT L. DALE BY HENRY GRADY JARRARD DATED MAY 12, 1987 AND BEING RECORDED IN PLAT BOOK 121, PAGE 226.

LEGEND

C&S = CITY STATE	RB: = REBAR
OCS = OUTLET CONTROL STRUCTURE	N: = NORTHING
TBM = TEMPORARY BENCH MARK	E: = EASTING
CONC. = CONCRETE	HW = HEADWALL
ELEV. = ELEVATION	CI = CURB INLET
IPF = IRON PIN FOUND	DI = DRAIN INLET
IPS = IRON PIN SET (1/2"REBAR)	JB = JUNCTION BOX
OT = OPEN TOP PIPE	CMP = CORRUGATED METAL PIPE
CT = CRIMP TOP PIPE	RCP = REINFORCED CONCRETE PIPE
CMF = CONC. MONUMENT FOUND	FES = FLARED END SECTION
R/W = RIGHT OF WAY = ———	CIP = CAST IRON PIPE
P/L = PROPERTY LINE = – – –	DIP = DUCTILE IRON PIPE
C/L = CENTERLINE	VCP = VITRIFIED CLAY PIPE
LL = LAND LOT	FFE = FINISHED FLOOR ELEVATION
LLL = LAND LOT LINE	BFE = BASEMENT FLOOR ELEVATION
N/F = NOW OR FORMERLY	CSE = CRAWL SPACE ELEVATION
DB = DEED BOOK	HDPE = HIGH DENSITY POLYETHYLENE
PB = PLAT BOOK	D.E. = DRAINAGE EASEMENT
-X- = FENCE LINE	S.S.E. = SANITARY SEWER EASEMENT
NTS = NOT TO SCALE	Ⓒ = CABLE TV BOX
DWS = DETECTABLE WARNING SURFACE	PP = POWER POLE
PU = PLANT URN	◇ = LIGHT POLE
▭ = SIGN	☼ = YARD LIGHT
FOC = FIBER OPTIC CABLE	⟵ = GUY WIRE ANCHOR
SSMH = SANITARY SEWER MANHOLE	TP = TELEPHONE POLE
U.G. = UNDERGROUND	Ⓣ = TELEPHONE MANHOLE
TL = TRAFFIC LIGHT	SB = SOUTHERN BELL (BELL SOUTH)
CP = CAMERA POLE	= TRANSFORMER
TP = TRAFFIC POLE	-P- = OVERHEAD POWER
= ELECTRIC MANHOLE	-T- = OVERHEAD TELEPHONE
= MAIL BOX	-P/T- = OVERHEAD POWER & TELE
= ELECTRIC BOX	-UP- = UNDERGROUND POWER
= FIRE DEPT. CONNECTION	-UT- = UNDERGROUND TELEPHONE
FH = FIRE HYDRANT	-UC- = U.G. COMMUNICATIONS
WVM = WATER VALVE MONUMENT	-G- = UNDERGROUND GAS
WM = WATER METER	TT = TELEPHONE TERMINAL/BOX
WV = WATER VALVE	TSB = TRAFFIC SIGNAL BOX
CPP = CORRUGATED PLASTIC PIPE	-W- = WATER LINE
DWCB = DOUBLE WING CATCH BASIN	-S- = SANITARY SEWER LINE
SWCB = SINGLE WING CATCH BASIN	

RECORDING PERMIT

BY **Michelle Yang**
HALL COUNTY PLANNING COMMISSION
DATE: 1/18/2023

Tax Parcel 15044 000034 shall require a new plat prior to any future development due to this reconfiguration.

HALL COUNTY DEPT. OF PUBLIC HEALTH
Emily McGahee
1/17/2023

COUNTY ENGINEERS
APPROVED
Jason Skarda
1/20/2023
HALL COUNTY, GEORGIA

Adding to lot of record
Permit #: 4433
Jeff Reichel Soils

20 0 20 40 60
GRAPHIC SCALE – FEET

THE FIELD DATA ON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 57,191 FEET AND AN ANGULAR ERROR OF 08 SECONDS PER ANGLE POINT, AND WAS ADJUSTED USING THE COMPASS RULE METHOD. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 210,637 FEET.

THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67. AUTHORITY O.C.G.A. SECS. 15-6-67, 43-15-4, 43-15-6, 43-15-19, 43-15-22.

TYPE OF EQUIPMENT: LEICA TS16

Atlas Technical Consultants, LLC
Engineering • Planning • Landscape Architecture • Land Acquisition • Surveying
LSF001323, EXP: 6/30/2024
930 Interstate Ridge Drive Suite "F"
Gainesville, Georgia 30501
PHONE:(770)532-4021 FAX:(770)532-4023

BOUNDARY SURVEY FOR:

MARK FAUL
4527 JM TURK RD
FLOWERY BRANCH MILITIA DISTRICT
HALL COUNTY, GEORGIA

SHEET
1 of 1
SHEETS

VERTICAL SCALE:	N/A
HORIZONTAL SCALE:	1" = 20'
DATE:	12/05/2022
DATE OF FIELD SURVEY:	12/02/2022
DRAWN BY:	JVN
CHECKED BY:	DRJ
JOB NO.:	20G231A

Apr 18 2022 11:41:25 C:\Users\jvn\Desktop\20G231A\20G231A.dwg
© 2022

eFiled & eRecorded
DATE: 6/12/2020
TIME: 11:44 AM
DEED BOOK: 08509
PAGE: 00037 - 00038
RECORDING FEES: $25.00
TRANSFER TAX: $155.00
PARTICIPANT ID: 3758271351
CLERK: Charles Baker
Hall County, GA
PT61: 069-2020-003813
NOTE: By JP

After recording, return to:

SMITH, GILLIAM WILLIAMS & MILES, P.A.
301 Green Street, P. O. Box 1098
Gainesville, Georgia 30503
SGWM-9241

WARRANTY DEED

STATE OF Georgia,

COUNTY OF Hall

THIS INDENTURE is made this 12th day of June, 2020, between **Robert L. Dale** (hereinafter referred to as "Grantor") and **Mark D. Faul** (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.)

WITNESSETH

GRANTOR, in consideration of Ten Dollars($10.00) and other good and 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 described property, to wit:

TRACT I

All that tract or parcel of land, situate, lying and being in GMD 392 of Hall County, Georgia, known as a portion of the John E. Strickland Homeplace and being more particularly described according to plat prepared for Robert L. Dale by Henry Grady Jarrard, Registered Surveyor, dated May 12, 1987 and recorded in Plat Book 121, page 226 of the Hall County, Georgia records, which survey is incorporated herein by reference as part of this description.

eFiled & eRecorded
DATE: 6/12/2020
TIME: 11:44 AM
DEED BOOK: 08509
PAGE: 00038

AND ALSO CONVEYED:

TRACT II

All that lot, tract, or parcel of land, lying and being in the Clinchem District (GMD 392) of Hall County, Georgia, and containing 0.14 acre shown as Area to be Deeded "B" according to that plat prepared for Greg L. Sims and Cynthia J. Scagliotti by Chris M. Patton, Georgia Registered Land Surveyor, dated July 20, 2000 and last revised August 8, 2001, and recorded in Plat Slide 807, page 221A of the Hall County, Georgia Plat records, and which plat is hereby incorporated for a more complete description of said property.

Tract I being the same property as conveyed by Warranty Deed from Brenda S. Dale to Robert L. Dale in Deed Book 624, page 274 and Deed Book 1113, page 168, Hall County, Georgia Deed records and Tract II being the same property as conveyed by Warranty Deed from Greg L. Sims and Cynthia J. Scagliotti to Robert L. Dale recorded in Deed Book 4025, page 477, aforesaid records.

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 Grantee forever in FEE SIMPLE.

AND GRANTOR WILL WARRANT and forever defend the right and title to the Land unto Grantee against the claims of all persons whomsoever.

EXECUTED under seal as of the date above.

Robert L Dale 6/12/20 (SEAL)
Robert L. Dale

Signed, sealed and delivered in the presence of:

Witness

Notary Public

Gwinnett County, Georgia

LISA MARIE PATTERSON NOTARY PUBLIC GWINNETT COUNTY GEORGIA MY COMMISSION EXPIRES FEBRUARY 24, 2022

AFTER RECORDING RETURN TO:
Mark D. Faul
4567 Stanley Road
Flowery Branch, Georgia 30542
NO TITLE EXAMINATION PERFORMED

FILED & RECORDED
DATE: 12/23/2019
TIME: 3:23PM
DEED BOOK: 8399
PAGES: 105-106
FILING FEES: $12.00
PT61: 069201900948Z
TRANSFER TAX: $.00
Recorded By: MT
Charles Baker, C.S.C.
Hall County, GA

File

Fuller, Oliver & Maher LLP
P.O. Box 1457
Gainesville, GA 30507

QUIT-CLAIM DEED

STATE OF GEORGIA
COUNTY OF Hall

This indenture made this 27th day of September, 2019, between **Lena Jean Faul, a/k/a Lena Faul f/k/a Lena J. Faul** (hereinafter called "Grantor") and **Mark Douglas Faul, a/k/a Mark Faul, a/k/a Mark D. Faul,** (hereinafter called "Grantee").

(The words "Grantor" and "Grantee" shall include their respective heirs, successors and assigns, where the context requires or permits, and shall include the singular and plural, and the masculine, feminine, and neuter, as the context requires).

WITNESSETH that Grantor, for and in consideration of the terms and conditions set forth within the Settlement Agreement entered in relation to a Settlement Agreement to be filed in Hall County Superior Court Case Number 2019-CV-1704W, the receipt of which is hereby acknowledged, has bargained, sold, and does by these presents, bargain, sell, remise, release, and forever quitclaim to Grantee all the right, title, interest, claim, or demand which the Grantor has or may have in and to the following described Property comprised of two parcels for a total of 18.21 acres located at 4567 Stanley Road, Flowery Branch, Georgia 30542, to wit:

Parcel One, described in the Warranty Deed filed on May 5, 2004 at Book 4961, Pages 443-444:

All that tract or parcel of land lying and being in the Flowery Branch District (G.M.D. 1270), Hall County, Georgia, and being 15.10 acres according to a survey for Mark Faul prepared by Robert S. Cleveland, Georgia Registered Land Surveyor, Cleveland Land Surveying, dated March 24, 2004, and more fully described according to said survey as follows:

BEGINNING at an iron pin set on the northwesterly right of way of Stanley Road (40-foot right of way) which pin is located North 57 decrees 09 minutes 03 seconds East 379.98 feet from the centerline intersection of Stanley Road with J.M. Turk Road; thence running North 30 degrees 48 minutes 06 seconds West 233.52 feet along property now of Brenda Strickland; thence running along property now or formerly of Richard and Deborah Callahan North 64 degrees 20 minutes 39 seconds East 107.61 feet to an iron pin set; North 41 degrees 27 minutes 06 seconds West 254.87 feet to an iron pin set; and South 48 degrees 32 minutes 54 seconds West 65.38 feet to an iron pin found; thence along property now or formerly of Robert L. Dale North 41 degrees 27 minutes 06 seconds West 210.17 feet to an iron pin found; thence along property now or formerly of Cynthia J. Sims North 48 degrees 25 minutes 36 seconds East 525.87 feet to the centerline of a branch; thence along the branch the following courses and distances: South 77 degrees 58 minutes 29 seconds East 39.93 feet; South 74 degrees 41 minutes 11 seconds East 66.32 feet; South 60 degrees 27 minutes 55 seconds East 75.20 feet; North 54 degrees 13 minutes 47 seconds East 32.56 feet; South 67 degrees 44 minutes 53 seconds East 64.84 feet; South 83 degrees 20 minutes 35 seconds East 56.83 feet; North 72 degrees 21 minutes 46 seconds East 85.29 feet; South 70 degrees, 26 minutes 11 seconds East 75.64 feet; North 64 degrees 05 minutes 57 seconds East 75.96 feet; North 41 degrees 28 minutes 34 seconds East 36.91 feet; South 64 degrees 45 minutes 54 seconds

https://search.gsccca.org/Imaging/HTML5Viewer.aspx?id=75062908&key1=8399&key2=105&county=69&countyname=HALL&userid=891638&appid=4 1/1

East 113.08 feet; South 88 degrees 54 minutes 16 seconds East 94.41 feet; North 78 degrees 53 minutes 49 seconds East 52.19 feet; South 32 degrees 06 minutes 40 seconds West 70.90 feet; and South 69 degrees, 49 minutes 38 seconds East 111.04 feet; thence along property now or formerly of Melvin and Gloria Stanley South 19 degrees 41 minutes 49 seconds West 220.27 feet to an iron pin found; thence South 57 degrees 41 minutes 51 seconds West 582.31 feet to an axle found; thence South 57 degrees 42 minutes 13 seconds West 271.87 feet to an iron pin found on the northerly right of way of Stanley Road; thence along Stanley Road South 68 degrees 03 minutes 44 seconds West 107.32 feet to a point; thence South 54 degrees 11 minutes 12 seconds West 62.34 feet to a point; thence South 26 degrees 35 minutes 01 seconds West 30.10 feet to the iron pin at the point of beginning.

Parcel Two, described in the Warranty Deed filed on November 23, 2010 at Book 6772, Pages 7-8:

All that tract or parcel of land lying and being in the Flowery Branch District G.M.D. 1270 Hall County, Georgia, and being Tract 2 containing 3.109 acres, more or less, located off J.M. Turk Road, as shown on the survey for Eugene A Sims and Mark Faul prepared by Robert S. Cleveland, Georgia Registered Land Surveyor, dated November 11, 2010, and recorded in Plat Book 862, page 215, Hall County, Georgia Plat Records. Said plat and the reference thereto are incorporated herein for a more complete description of said property.

This being part of the same property described in the Deed Under Power between Greg L. Sims acting through his attorney in fact, Eugene Sims, and Eugene Sims, dated August 4, 2009, and recorded in Deed Book 6592, pages 210-212, Hall County, Georgia Deed Records.

TO HAVE AND TO HOLD the said Property unto the said Grantee so that neither the Grantor nor its successors or assigns nor any other person or persons claiming under Grantor shall at any time claim or demand any right, title, or interest to the said Property or its appurtenances.

IN WITNESS WHEREOF, the Grantor has signed and sealed this Deed the day and year above written.

Signed, sealed and delivered in the presence of:

Unofficial Witness

NOTARY PUBLIC

VANESSA M. SYKES NOTARY PUBLIC HALL COUNTY, GA My Commission Expires June 19, 2021

(SEAL)
Lena Jean Faul, a/k/a Lena Faul
f/k/a Lena J. Faul

https://search.gsccca.org/Imaging/HTML5Viewer.aspx?id=75062908&key1=8399&key2=105&county=69&countyname=HALL&userid=891638&appid=4 1/1

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

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>

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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 Planning Items for the June 11, 2026 Hall County Board of Commissioners Voting Meeting

From Hash, Christopher M <CHash@dot.ga.gov>
Date Tue 5/5/2026 3:40 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Cc Katie G. Ahmed (Planning) <kahmed@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.

Hey Kaitlyn,

The zoning review for 4527 J M Turk Road & 4567 Stanley Road is located off system and no impacts to the state route are expected.

Christopher Hash, P.E.
D1 Traffic Operations Supervisor

GDOT Georgia Department of Transportation

A1, A4 Access and Operations
1475 Jesse Jewell Pkwy
Suite 100
Gainesville, GA, 30501
470.201.8029 cell

From: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Sent: Friday, May 1, 2026 2:37 PM
Subject: Tentative Planning Items for the June 11, 2026 Hall County Board of Commissioners Voting 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,

The subject item included in this Tentative Packet for the June 11, 2026, Board of Commissioners meeting was previously reviewed by this Development Review Team as part of the September 9, 2025, Planning Commission agenda. At the direction of County legal counsel, the item was tabled at that time.

The County has now approved the application to move forward. For your reference, we have attached your previous comments, where applicable. We would appreciate an updated response, even if your original comments

remain unchanged. Failure to provide comments in a timely manner may result in the information not being included in the staff report.

No changes have been made to the project since the prior review. Please feel free to reach out if you have any questions.

PLEASE NOTE: These items will be discussed at next week's Development Review meeting.

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 **Wednesday, May 13, 2026.** Email comments to Katie (kahmed@hallcounty.org) and Kaitlyn (kelliott@hallcounty.org).

(A) 4527 J M Turk Road & 4567 Stanley Road | Special Use | on a 19.44± acre combined 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 | **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 19.44± acre combined 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 | **Proposed Use: Agri-entertainment venue** | Commission District 1 | **Mulberry Springs Vineyard & Winery**, **applicant**

Thank you,

Kaitlyn Elliott
Planning Commission Clerk
Planning and Zoning
(770) 531-6810
kelliott@hallcounty.org
www.hallcounty.org

Please note, as of January 20, Community Development and Infrastructure departments, including Planning and Zoning, have been temporarily relocated to 2829 Browns Bridge Road, the Hall County Government Center Temporary Annex.

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

Hall County Planning and Zoning does NOT accept wire transfers.
All payments must be made through the Accela Portal or in person.
If you receive any request for a wire transfer, please contact our office immediately—it may be fraudulent.

Human trafficking impacts every corner of the globe, including our state and local communities. Georgia DOT is

committed to end human trafficking in Georgia through education enabling its employees and the public to recognize the signs of human trafficking and how to react in order to help make a change. To learn more about the warning signs of human trafficking, visit https://doas.ga.gov/human-resources-administration/human-trafficking-awareness/trafficking-in-georgia. To report any suspicious activity, call the Georgia Human Trafficking Hotline at 866-363-4842. Let’s band together to end human trafficking in Georgia.

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 |

Zoned R-1-L; Tax Parcel 09056A000008 **| Proposed Use: Accessory dwelling unit |** * Commission District 3 **| Nedra Riddle, applicant**

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**

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**

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   (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**

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   (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**

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Grandview Parkway | Zoned AR-1; Tax Parcels 15044 000034A & 000034 (pt) **| Proposed Use: Agri-entertainment venue |** * Commission District 1 **| Mulberry Springs Vineyard & Winery, applicant**

*The Planning Commission's decision will be the final action taken unless appealed to the Board of Commissioners. To do so, file an application with the Planning Department within 30 days of the Planning Commission's decision.

The Hall County Board of Commissioners will hear appeals at a public hearing **Tuesday, October 7, 2025**, at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

The Planning Commission's recommendation will be forwarded to the Board of Commissioners for final action at a public hearing on **Tuesday, October 7, 2025. The Board will meet at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

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*

Human trafficking impacts every corner of the globe, including our state and local communities. Georgia DOT is committed to end human trafficking in Georgia through education enabling its employees and the public to recognize the signs of human trafficking and how to react in order to help make a change. To learn more about the warning signs of human trafficking, visit https://doas.ga.gov/human-resources-administration/human-trafficking-awareness/trafficking-in-georgia. To report any suspicious activity, call the Georgia Human Trafficking Hotline at 866-363-4842. Let's band together to end human trafficking in Georgia.

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435
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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: 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
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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**

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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**

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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**

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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: August 1, 2025

Subject: September 2, 2025 - Hall County Planning Commission Agenda

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b. **Traffic:** May require left and right turn lanes or a right-hand passing lane.
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Outlook

Fire Comments

From John Hornick (Fire Services) <jhornick@hallcounty.org>
Date Fri 7/25/2025 3:45 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.

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Hall County Fire Marshal's Office Comments:

1. Architectural documents from May 13, 2023, indicate the occupancy load to be 111 occupants in the tasting room and 22 occupants in the basement. According to Life Safety Code section 12.3.5.2 a fire protection system is not required since the occupant load does not exceed 300 occupants. The maximum number off occupants including staff will be 111 in the tasting room.
2. Architectural documents from May 13, 2023, indicate the applicant will be installing a fire alarm system. The applicant will need to submit fire alarm plans to the Hall County Fire Marshal's Office for review and approval.

Regards,

John Hornick, NPQ Fire Service Plans Examiner 1
Lieutenant, Hall County Fire Rescue
Hall County Government
Main: 770-531-6838 | Cell: 404-597-0083
Website: www.Hallcounty.org

Outlook

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Lieutenant, Hall County Fire Rescue
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Outlook

Tentative Planning Items for the June 11, 2026 Hall County Board of Commissioners Voting Meeting

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Tue 5/12/2026 11:33 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

1 attachment (19 KB)
4527 J M Turk Road & 4567 Stanley Road.docx;

From: John Smith (Tax Assessors) <jtsmith@hallcounty.org>
Sent: Tuesday, May 12, 2026 11:31 AM
To: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Cher Melendez (Tax Assessors) <cmelendez@hallcounty.org>
Cc: Lynn Taylor (Planning) <ltaylor@hallcounty.org>
Subject: RE: Tentative Planning Items for the June 11, 2026 Hall County Board of Commissioners Voting Meeting

Applicant's name: Mark Faul

Property address: 4527 J M Turk Road & 4567 Stanley Road

Parcel Number: 15044 000034 & 15044 000034A

It is the responsibility of the Board of Assessors to approve or deny Conservation Use applications or impose breaches. One of these parcels is under a conservation use contract. Our office has requested a Plan of Action from the owner; however, we have yet to receive it. It is our opinion not having a plan of action to review that we would recommend denial at this time.

John Smith

Deputy Chief Appraiser

770-531-6722

jtsmith@hallcounty.org

Outlook

Re: September 2, 2025 Hall County Planning Commission Meeting Tentative Agenda

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From Cher Melendez (Tax Assessors) <cmelendez@hallcounty.org>
Date Thu 7/24/2025 12:42 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Cc Steve Watson (Real Property) <rswatson@hallcounty.org>

#9 CUVA 2023 on 15-44-34 not 34A taxpayer has been contacted

Thank you and have a terrific day!

CONSERVATION APPOINTMENT---SCHEDULE HERE

Blessings,

Cher Melendez
Specialized Assessment Manager
Hall County Tax Assessor Office
770.531.6752 T
cuva@hallcounty.org

SPECIALIZED ASSESSMENTS INFO

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

From: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Sent: Thursday, July 24, 2025 11:25 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

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*The Planning Commission's decision will be the final action taken unless appealed to the Board of Commissioners. To do so, file an application with the Planning Department within 30 days of the Planning Commission's decision.

The Hall County Board of Commissioners will hear appeals at a public hearing **Tuesday, October 7, 2025**, at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

The Planning Commission's recommendation will be forwarded to the Board of Commissioners for final action at a public hearing on **Tuesday, October 7, 2025. The Board will meet at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

Kaitlyn Elliott

Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
BUSINESS LICENSE DIVISION

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435

GAINESVILLE, GA 30503

t: 770.531.6815 | f: 770.531.4953

DEVELOPMENT SERVICES DIRECTOR
Kristie Turner

BUSINESS LICENSE DIRECTOR
Brandi Smith

To: Katie Ahmed, Director of Planning and Zoning

From: Brandi Smith, Business License Director

Date: May 5, 2026

Subject: June 11, 2026 Hall County Board of Commissioners meeting- Planning Items

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Please be advised that our office has reviewed the Planning items forwarded to the Hall County Board of Commissioners for consideration at the June 11, 2026 meeting. Upon review, we provide the following comments.

- 4527 JM Turk Road & Stanley Road – Mulberry Springs Vineyard & Winery
    - Mulberry Springs Vineyard & Winery has an active business license for Farm Winery. If approved for a Special Use, applicant will need to update their business license.

Hall County Government

COMMUNITY DEVELOPMENT & INFRASTRUCTURE
BUILDING INSPECTIONS DIVISION

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | Option 3
e: permits@hallcounty.org

DIRECTOR OF DEVELOPMENT SERVICES
KRISTIE TURNER

To: Katie Ahmed, Director of Planning and Zoning

From: Kristie Turner, Director of Development Services
Cody Edward, Interim Building Official
Scott Cone, Permit Manager

Date: May 13, 2026

Subject: June 11, 2026
Hall County Board of Commission Agenda

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the June 11, 2026, meeting. Upon review, we provide the following comments.

(A) 4527 J M Turk Road & 4567 Stanley Road | Special Use | on a 19.44± acre combined 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 | **Proposed Use: Agri-entertainment venue** | Commission District 1 | **Mulberry Springs Vineyard & Winery**, **applicant**

Building Inspections: There is an active building permit for the tasting room - **HCNEW24-0012**

(B) 4527 J M Turk Road & 4567 Stanley Road | Variance to Section 7.7.3 | on a 19.44± acre combined 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 | **Proposed Use: Agri-entertainment venue** | Commission District 1 | **Mulberry Springs Vineyard & Winery**, **applicant**

Building Inspections: There is an active building permit for the tasting room - **HCNEW24-0012**

Gary and Darlene Long

4655 Quailwood Drive

Flowery Branch, GA 30542

August 25, 2025

Subject: Support for Variance Request (HVAR25-0035) & Conditional Use Request (HZCU25-0037) – Mulberry Springs Vineyard and Winery

Dear Members of the Hall County Planning Commision,

We are writing in support of the variance and conditional use requests submitted by Mulberry Springs Vineyard and Winery, located at 4527 JM Turk Road, Flowery Branch, GA 30542. Approval will allow the winery to charge for use of its space for community-based activities.

Mulberry Springs has been a positive addition to our community since opening in 2023, and we have benefitted in several ways:

- Our Quailwood Subdivision shares a 1,500-foot border with the winery, and its well-maintained grounds provide natural beauty and peaceful scenery.
- The space would give local families and neighborhoods a much-needed option for gatherings and events, as few rental venues are available nearby.
- This request represents a balanced, reasonable use of the property and remains compatible with the surrounding community.
- Supporting this variance will help preserve community character in the face of ongoing overdevelopment.

We believe granting this request is in the best interest of both the community and the winery. We anticipate no negative impacts and value the responsible way the owners have managed the property.

Sincerely,

Gary and Darlene Long

Dorothy Q Nieto
Resident and Board Member Quailwood Subdivision
4604 Quail Ct
Flowery Branch GA 30542
[redacted]

August 25, 2025

Subject: Letter of Support for Variance Request (HVAR25-0035) and Conditional Use Request (HZCU25-0037) for Mulberry Springs Vineyard and Winery

Dear Members of the Hall Co Zoning Board,

I am writing to express my full support for the variance and conditional use requests submitted by Mulberry Springs Vineyard and Winery, located at 4527 JM Turk Road, 30542. These requests seek approval to allow the winery to rent space for community-oriented events and activities.

Mulberry Springs has been a valuable and welcome addition to our neighborhood since its opening in 2023. Our subdivision shares approximately 1,500 feet of border with the winery, and many of our members have enjoyed its tranquil setting and thoughtfully maintained grounds. The winery contributes positively to the atmosphere and aesthetic of the area.

I support this request for several reasons:

- The winery provides a beautiful, peaceful space that enhances the overall environment of our community.
- Approval would give our members access to a local venue for gatherings, events, and recreational activities—something that is lacking in the area.
- It is surprising that current zoning restrictions prohibit the rental of such a space, especially considering the limited availability of local event venues.
- Granting this variance would support a balanced approach to development in a region facing increasing density and rapid growth.
- The proposed use aligns with the character of the area and represents a reasonable and compatible use of the property.

I believe these requests are in the best interest of our community and will not result in any negative impact on nearby properties or public welfare. We respectfully ask the Board to consider approval of this variance and conditional use request.

Sincerely,
Dorothy Q Nieto
President
Nieto Research, Inc.

August 28, 2025

Jared Meehan Melendez,
Katie Melendez
4543 J M TURK ROAD
FLOWERY BRANCH, GA 30542

Subject: Letter of Support for Variance Request (HVAR25-0035) and Conditional Use Request (HZCU25-0037) for Mulberry Springs Vineyard and Winery

Dear Members of the Hall County Zoning Board:

I am writing to express my support for the variance and conditional use requests submitted by Mulberry Springs Vineyard and Winery, located at 4527 JM Turk Road, 30542. These requests seek approval to allow the winery to rent space for community-oriented events and activities. My property is adjacent, and we share a 150 foot boarder with Mulberry Springs Winery.

I support this request for several reasons:

- The winery is a stunning addition to the community and is managed well.
- We are occasional winery patrons and have enjoyed watching the vineyard grow and develop into the largest vineyard in Hall County.
- Granting this variance would support a balanced approach to development in an area that undergoing increased over-development pressures.

This request is consistent with the agriculture zoning in the area and in the best interest of the surrounding area. We recommend approving this request.

Sincerely,

Katie Melendez

Jared Melendez

August 28, 2025

Jared Meehan Melendez,
Katie Melendez
4543 J M TURK ROAD
FLOWERY BRANCH, GA 30542

Subject: Letter of Support for Variance Request (HVAR25-0035) and Conditional Use Request (HZCU25-0037) for Mulberry Springs Vineyard and Winery

Dear Members of the Hall County Zoning Board:

I am writing to express my support for the variance and conditional use requests submitted by Mulberry Springs Vineyard and Winery, located at 4527 JM Turk Road, 30542. These requests seek approval to allow the winery to rent space for community-oriented events and activities. My property is adjacent, and we share a 150 foot boarder with Mulberry Springs Winery.

I support this request for several reasons:

- The winery is a stunning addition to the community and is managed well.
- We are occasional winery patrons and have enjoyed watching the vineyard grow and develop into the largest vineyard in Hall County.
- Granting this variance would support a balanced approach to development in an area that undergoing increased over-development pressures.

This request is consistent with the agriculture zoning in the area and in the best interest of the surrounding area. We recommend approving this request.

Sincerely,

Katie Melendez

Jared Melendez

August 28, 2025

Laurie Malendez
4505 JM Turk Road
Flowery Branch GA 30542

Subject: Letter of Support for Variance Request (HVAR25-0035) and Conditional Use Request (HZCU25-0037) for Mulberry Springs Vineyard and Winery

Dear Members of the Hall County Zoning Board:

I am writing to express my support for the variance and conditional use requests submitted by Mulberry Springs Vineyard and Winery, located at 4527 JM Turk Road, 30542. These requests seek approval to allow the winery to rent space for community-oriented events and activities. My property is adjacent, and we share a 450 foot boarder with Mulberry Springs Winery. Since 2020, we have watched the vineyard flourish, and Mulberry Springs Winery develop and open. It is a rare and beautiful addition to the community.

I support this request for several reasons:

1. The winery provides a beautiful, peaceful space that embraces community activities such as charity events, dog adoptions, graduation parties and marriage proposals.
2. The owner has had a good track record of addressing any concerns with me, such as building a fence between our properties. If there is an increase in winery activity most of that activity will be in the new building, which is about 300 feet from my house.
3. Granting this variance would support a balanced approach to development in an area that is undergoing increased development.

I believe this request is in the best interest of our community. We respectfully ask the Board to consider approval of this variance and Agri Entertainment use request.

Sincerely,

Laurie Melendez

Laurie Melendez

Outlook

Please Deny Variance for Mulberry Springs Winery Agri-entertainment Special use Sept 2,2022

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Thu 9/4/2025 9:57 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Ren mar <[redacted]
Sent: Friday, August 29, 2025 4:54 PM
To: Planning <planning@hallcounty.org>
Subject: Please Deny Variance for Mulberry Springs Winery Agri-entertainment Special use Sept 2,2022

Some people who received this message 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.

To: Hall County Planning Commission

From: Tony & Rena' Martin
4533 J M Turk Rd
Flowery Branch, GA 30542
[redacted]

Dear Planning Commission,

It is with humble hearts we beg you to deny the proposed Special Use & Variance for Mulberry Springs Vineyard and Winery located at 4527 J M Turk Rd. We own the adjacent residential connecting property and would be the ones most greatly impacted by allowing the Agri-Entertainment Venue proposed use. The primary event structure, parking lot and pavilion are all very tightly shoehorned into the right side of 1.52 acres with the original homestead property that was purchased on 11/2/22. Mr. Faul states that his winery is 19.4 acres and the additional acres is a combined total including his own personal residential property @ 4567 Stanley Rd. 18.21 acres, per 2021 Hall County Tax Records. The only thing on the connecting property is the Vinyard. Upon the **Approved Building Permit application,** he stated that the building was requested for a Tasting Room only and not an Agri Entertainment Venue that would only enhance his business during cold weather use and wine storage which is the same statement that he had told us earlier. The Proposed Event Structure NOR the existing Parking lot DOES NOT meet the County's standard distance from our property line. The structure is Approx.32Ft and the small loud noisy GRAVEL parking lot is only a mere 35Ft and not the required 200 feet from the property lines. As a result of this proximity to our residence and resulting in possible damage to our quality of life as well as our property value. We decided to purchased this home in this quiet neighborhood after an extensive retirement home search finding this location this was exactly what we were looking for. We have invested a CONSIDERABLE amount of Effort and Money to improve our homes value. We downsized here planning our forever home. We have already experienced issues with Music noise-levels resulting in calls to Mr. Faul and with patrons hanging out past 9PM at the winery. I work at Mars Wrigley working 12 hr.

rotating shifts with a very early start time of 5AM. In Mr. Fauls comparison to the Mulberry Community Center, it does not operate past 9PM, host musicians, nor do they serve alcohol which almost always results in additional noise levels.
The applicant has also requested this approval based on a hardship variance as this is not meet a hardship approval. RE: This Hobby turned business was issued a 250K Federal Grant in November 2022 by Senator Warnock for a small Agri Business. We Respectfully Request that the **Commission DENY** this change request as this is a peaceful neighborhood not a Music Venue. It appears that the applicant has very tightly squeezed this entire business operations on the right side of the original 1.52-acre plot and expects the Planning Commission to add variances and us to be forced to contend with his poor design planning and layout. In addition, creating additional entertainment for patrons next additional parking will be needed and our Master bedroom is located right beside this existing noisy-gravel parking lot that already does meet the required distance from our property line.

All the best to your team!
The Martin’s

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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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, which 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 no 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 MAY 14, 2026 AND NO LATER THAN MAY 20, 2026.

THE ORGINAL SIGNED AFFIDAVIT MUST BE RETURNED TO THE PLANNING DEPARTMENT NO LATER THAN MAY 20, 2026 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, MARK FAUL **, hereby acknowledge that I have read and understand the sign posting requirements. I further certify that the required public notice sign was posted on** 20 MAY 2026 **for** Ag-Entertainment.

Please Print Name

Date

(Name application filed as)

Signature _____

(The original document is required)

5-20-2026

FRANCES S HAMRICK
Notary Public - State of Georgia
Hall County
My Commission Expires Jul 18, 2028

Frances S Hamrick


ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY
APPLICANT: MULBERRY SPRINGS VINEYARD & WINERY
REQUEST: SPECIAL USE FOR AN
AGRI-ENTERTAINMENT VENUE WITH VARIANCES
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: N/A
Time: N/A
COUNTY COMMISSION
Date: JUNE 11, 2026
Time: 6:00 P.M.
HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA
FOR MORE INFORMATION CALL: (770) 531-6809


MASSEY FERGUSON 30E
POWERSHUTTLE
ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY
APPLICANT: MULBERRY SPRINGS VINEYARD & WINERY
REQUEST: SPECIAL USE FOR AN AGRI-ENTERTAINMENT VENUE WITH VARIANCES
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: N/A
Time: N/A
COUNTY COMMISSION
Date: JUNE 11, 2026
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 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, MARK FAIR *(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** 1 Aug 2025 *(Date)* **for** Mulberry Springs Winery. *(Name application filed as)*

Signature Mark Fair

(The original document is required)


ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY
APPLICANT: MULBERRY SPRINGS VINEYARD & WINERY
REQUEST: SPECIAL USE FOR AN AGRI-ENTERTAINMENT VENUE WITH VARIANCES
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: SEP 02, 2025
Time: 5:15 P.M.
&
COUNTY COMMISSION
Date: OCT 07, 2025
Time: 6:00 P.M.
HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA
FOR MORE INFORMATION CALL: (770) 531-6809

AGENDA ITEM

Planning & Zoning

REPORT TO: **Work Session (06/09/26)**

REPORT TO: **Voting Meeting (06/11/26)**

ITEM NO: 382/2026

SUBJECT: Comprehensive Plan 2027 Update: Steering and Stakeholder Development Discussion

Meetings:

Work Session Date: 06/09/26 **Voting Meeting Date:** 06/11/26

Executive Summary:

Presenter: KA

Recommendation:
n/a

Purpose of Request:
Comprehensive Plan 2027 Update: Steering and Stakeholder Development Discussion

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:

AGENDA ITEM

Public Works and Utilities

REPORT TO: **Work Session (06/09/26)**

REPORT TO: **Voting Meeting (06/11/26)**

ITEM NO: 339/2026

SUBJECT: Approve Change Order #2 to Task Order #2023-008 Design Services for Capacity Upgrade to Spout Springs Water Reclamation Facility for Public Works & Utilities to Civil Engineering Consultants, Inc. of Marietta, GA, in the amount of $49,000.00.

Meetings:

Work Session Date: 06/09/26

Voting Meeting Date: 06/11/26

Executive Summary:

Presenter: JG

Recommendation:
Approve

Purpose of Request:

Approve Change Order #2 to Task Order #2023-008 Design Services for Capacity Upgrade to Spout Springs Water Reclamation Facility for Public Works & Utilities to Civil Engineering Consultants, Inc. of Marietta, GA, in the amount of $49,000.00.

History:
Original award was approved to Civil Engineering Consultants, Inc. on 10/13/2022 for the Design work via BOC Agenda Item # 533/2022.

First change order was approved via BOC Agenda Item # 294/2025 in the amount of $196,000.00

Facts and Issues:
Additional Construction Administrative Services

The current treatment capacity is 0.75 million gallons per day (MGD) at Spout Springs Water Reclamation Facility. The task order solicitation was sent to our vendor in the vendor pool for our On-Demand Consulting Engineering Firms (RFQ #41-006) to perform an evaluation, design, permitting and provide construction oversight for the water reclamation facility expansion.

Options:

Funding Requested $ 49,000.00

Are funds within current budget? Yes

Source of Funds Water and Sewer Fund

Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	No
Is there a deadline for this item?	

Approvals:

Submit	Approve	Budget	Finance
JS	JS	JM	TS

Attorney	Administration	Clerk
JL	CR	JR

Attachments:

Financial Supplement
Change Order Request

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 339/2026

Funds Requested: $ 49,000.00

Request Budgeted: Yes

Proposed Source of Funding:

Water and Sewer Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	505-WATER AND SEWER FUND	4430-SPOUT SPRINGS RECLAMATIONPLANT	541400-INFRASTRUCTURE	$49,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: JS

Phone: 770-531-6800

CEC
CIVIL ENGINEERING CONSULTANTS, INC.
Civil & Environmental Engineering
40 1986 - 2026 YEARS OF EXCELLENCE

May 11, 2026

Mr. Jorge Gomez, P.E.
Director of Public Works and Utilities
Hall County
2875 Browns Bridge Road, 4th Floor
Gainesville, Georgia 30504

RE: IFB #026-45 Hall County – Spout Springs Water Reclamation Facility Expansion to 1.6 MGD
Proposed Change Order – Construction Services

Dear Jorge:

Hall County issued a change order to Civil Engineering Consultants in June 2025 for additional construction administration services through the original construction contract completion date of April 26, 2026. However, Lakeshore Engineering will not complete the project by that deadline and currently anticipates completion by August 25, 2026.

CEC requests approval for a change order in the amount of $49,000 (350 hours), hourly not to exceed without prior Owner authorization, to provide the necessary construction services through the end of August 2026 and Lakeshore's scheduled contract completion date. These services include, but are not limited to, continued special inspections (structural and electrical), submittal review, responses to RFIs, punch list development, as-needed field inspections, project close-out documentation, and preparation of record drawings.

	Task	Hours Budgeted	Fee
A.	Submittal Review	24	$3,360.00
B.	Process RFIs and Change Orders	16	$2,240.00
C.	Project Meetings (On-site)	40	$5,600.00
D.	Construction Inspections (PE)	240	$33,600.00
E.	Pay Application Processing	30	$4,200.00
	Total	350	$49,000.00

This change order request does not include any modifications to the Plan of Operation. During previous construction phases, Aqua-Aerobic completed updates to the manual; however, it does not appear that an update was completed for the dewatering facility.

Please call with any questions.

Very truly yours,
CIVIL ENGINEERING CONSULTANTS, Inc.



Andrew E. Lovejoy, P.E.
President

Cc: Jason Skarda, Assistant Director of Public Works and Utilities, Hall County
Tim Bolinger, Civil Engineer, Hall County

4994 Lower Roswell Road, Suite 34 • Marietta, Georgia 30068 • (770) 977-5747 • www.cec.engineering

AGENDA ITEM

Sheriff's Office

REPORT TO: **Work Session (06/09/26)**

REPORT TO: **Voting Meeting (06/11/26)**

ITEM NO: 327/2026

SUBJECT: Approve the ratification for the emergency procurement and installation of a temporary hot water boiler at the Hall County Jail to B&W Mechanical Contractors, Inc of Lawrenceville, GA, in the amount of $119,345.67.

Meetings:

Work Session Date: 06/09/26

Voting Meeting Date: 06/11/26

Executive Summary:

Presenter: MJS

Recommendation:
Approve.

Purpose of Request:
Approve the ratification for the emergency procurement and installation of a temporary hot water boiler at the Hall County Jail to B&W Mechanical Contractors, Inc of Lawrenceville, GA, in the amount of $119,345.67.

History:
Task Order #2026-027 Replace Water Heaters at the Hall County Jail has been completed. Four (4) new hot water boilers have been installed and are now operational.

Facts and Issues:
Administration initially approved $48,500.00 for emergency procurement and installation of a temporary hot water boiler where three (3) of the four (4) existing boilers serving the inmates had failed. Each additional monthly rent was $24,500.00. The cost now exceeds $50,000.00, so the matter is being presented to the Board of Commissioners for ratification.

Options:

Funding Requested	$ 119,345.67
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	Approve	Purchasing
AY	SC	SC	AY
Budget	**Finance**	**Attorney**	**Administration**
JM	TS	JL	CR
Clerk			
JR			

Attachments:
Financial Supplement
County Administration Approval Packet
Final Invoice

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 327/2026

Funds Requested: $ 119,345.67

Request Budgeted: Yes

Proposed Source of Funding:

General Fund

Budget Transfer Requested:

Yes

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	100-GENERAL FUND	3326-SHERIFFâ€JAIL	522200-REPAIRS AND MAINTENANCE	$119,345.67

Budget Transfer Items:

Fiscal Year	Fund	Division	Account	Amount
2026	100-GENERAL FUND	1500-GENERAL SERVICES	579000 - GENERAL CONTINGENCY	$-46,346.00
2026	100-GENERAL FUND	3326-SHERIFFâ€JAIL	522200-REPAIRS AND MAINTENANCE	$46,346.00

Additional Information/Comments:

Transfer from contingency needed to pay for final invoice.

Contact for Questions: MJS **Phone:** 770-531-3934

☐ CA Approval Form Number

HALL COUNTY
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Hall County Request for County Administrator Approval

Department: Sheriff's Office - Jail Division		Date Submitted:	03/02/2026
Submitted By: Financial Services		Multiple Depts?	No
Budget Type: Operating			

Special Routing: Budget ☑ Contracts ☑ Grants ☐ Purchasing ☑ Personnel ☐ Other ☐

Special Routing Comments:

If approved, please route to Financial Services for appropriate execution of a PO and payment of a subsequent invoice.

County Administrator Action Requested:

1) Approve the emergency procurement and installation of a temporary hot water boiler (including the first month's rent) at the Hall County Jail totaling $ 48,500, and execute the attached quote. 2) Approve the use of General Fund Contingency to fund this emergency procurement.

Financial Supplemental Report Attached? Yes ☐ No ☐

Department Head:	Scott Collison	Digitally signed by Scott Collison Date: 2026.03.02 13:39:37 -05'00'
HR Director:		
Finance Director:	Taylor Samples	Digitally signed by Taylor Samples Date: 2026.03.02 13:43:06 -05'00'
County Administrator/ Deputy County Administrator:	[signature] 3.4.2026	
County Administrator Action:		

Financial Services Use Only

Financial Action Requested:

Budgeted

Yes	No
✓	

Fund #	Department Name	Current Balance	Requested Allocation
100	General Services	86,539.00	38,039.00
100	Jail	52,302.35	100,802.35

Finance Comments:

Proposed use of general fund contingency to fund this procurement out of the Jail's Maintenance budget. If this extends to a multi-month rental, each month's rent will be $ 24,500, and thus would require ratification approval by the BOC for the project as a whole.

Hall County Government
FINANCIAL SERVICES

HALL COUNTY
GEORGIA
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POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

TO: County Administration
FROM: Financial Services
DATE: March 2, 2026
SUBJECT: Installation of Emergency Rental Water Heater / Boiler at the Hall County Jail – Emergency Procurement

Good morning,

Below is a recap of the Hot Water Failure in the Hall County Jail for documentation and justification of an emergency procurement:

- On Sunday March 1, 2026, Financial Services was notified of a complete failure of Hot Water within the Inmate Section of the Hall County Jail.
- B&W Mechanical was called on-site to assess the situation, and a recommendation was given to proceed with the installation of a rental boiler until the new boilers for installation are received.
- B&W Mechanical was the awarded vendor for the new installation so having them on-site for this temporary installation was an appropriate route.
- Under the emergency procurement section of the Hall County purchasing ordinance, Financial Services Director gave approval to proceed with coordinating the installation due to this material / emergency disruption of services for the Hall County Jail.
- The initial quote is for the installation and first month's rental totaling $ 48,500.
- Future cost of this continued rental will be on a month-by-month basis totaling $ 24,500. If we are in need of that multi-month rental, this will require ratification by the Board of Commissioners for the total project.

Respectfully,

Taylor F. Samples, CPA, MBA
Director of Financial Services

From
B&W Mechanical Contractors, Inc
1940 Riverside Parkway
Lawrenceville GA 30043
770-449-6000

Quote No.	**2021751**
Type	Emergency Service Call
Prepared By	Shane Box
Created On	03/01/2026
Valid Until	04/01/2026

Quote For
Hall County Demand Services For On-Call Plumbing 42-006
Hall County Jail
1700 Barber Road
Gainesville GA 30507
7705358288

Description of Work

Scope of Work

Emergency Service Call – Time & Material Rental Boiler and Installation

1. General Description

B&W Mechanical will provide and install an emergency rental boiler to restore domestic hot water service. Work will include furnishing all necessary labor, supervision, equipment, materials, and coordination required to deliver, set, pipe, connect, start up, and place the rental boiler into temporary operation.

2. Upfront Payment

An upfront payment of $48,500.00 will be required to commence rental boiler logistics, procurement, delivery scheduling, and installation activities. This amount includes the initial 28-day rental period, freight delivery and pick-up.

3. Rental Terms

- Rental boiler fees are billed in 28-day increments.
- After the initial 28-day period, additional rental time will be billed at the full monthly rate of approximately $24,500.00 per 28-day increment.
- Continued rental beyond the first term will require ongoing billing in 28-day increments.

4. Time and Material Billing

All additional costs associated with the rental, delivery, setup, operation, maintenance, and removal of the rental boiler, as well as all labor, materials, equipment, subcontractors, fuel, permitting, inspections, and any other services required to install and maintain temporary operation, will be billed at emergency time and material rates.
This includes all direct and indirect costs incurred to procure, mobilize, install, operate, and demobilize the rental boiler system. Labor will be billed at applicable emergency service rates. Materials will be billed per contract terms. Subcontractors, equipment rentals, fuel costs, and specially services will be billed at cost in accordance with contract markups.
All charges will reflect the actual time, materials, and resources required to complete the emergency installation and maintain operation for the duration of the rental period.

Additional costs may include, but are not limited to:

- Pipe, valves, fittings, and installation materials required to make the rental boiler fully operational
- Installation labor at contracted rates
- Propane tank rental and weekly propane refills
- Subcontractors necessary for installation, including but not limited to:
  - Concrete coring contractor

  - Pipe insulation contractor
  - Propane provider
  - Equipment rental provider
- Permitting and inspection fees, if required

5. Pricing Disclaimer

All pricing referenced herein is approximate. The final invoice will reflect actual time and material costs incurred in accordance with the contract

Clarifications

1. This installation is intended as a temporary emergency solution to restore domestic hot water service. It is not a permanent boiler replacement.
2. Temporary piping, supports, and connections will be installed in a functional manner suitable for emergency operation and may not reflect permanent installation standards.
3. Operation of the rental boiler is dependent upon continuous propane supply, electrical service, and adequate water pressure.
4. Customer shall provide reasonable site access, including after-hours access if required, security escorts, and coordination necessary for contractor personnel and subcontractors.
5. Customer is responsible for maintaining facility security requirements and coordinating internal approvals necessary for contractor access and work execution.
6. Any unforeseen field conditions (concealed utilities, structural conflicts, inadequate existing systems, etc.) may result in additional time and material charges.
7. Rental boiler performance is subject to manufacturer limitations and site conditions.
8. The temporary boiler system will require monitoring. Ongoing service calls, adjustments, or troubleshooting will be billed separately at emergency time and material rates.
9. Permitting and inspections, if required by local authority having jurisdiction (AHJ), will be coordinated but may impact project schedule.

Delay and Consequential Damages Exclusion

Due to the emergency nature of this temporary rental boiler installation, B&W Mechanical shall make commercially reasonable efforts to coordinate delivery, installation, and start-up in an expedited manner. However, B&W Mechanical shall not be held responsible or liable for delays caused by factors beyond its direct control, including but not limited to:

- Rental equipment availability
- Freight or transportation delays
- Manufacturer or vendor scheduling
- Subcontractor availability
- Permitting or inspection delays
- Security access restrictions or escort requirements
- Utility interruptions (electric, water, propane)
- Site readiness conditions
- Weather events
- Acts of God
- Governmental actions or restrictions
- Supply chain disruptions

B&W Mechanical shall not be liable for any consequential, incidental, indirect, special, exemplary, or punitive damages, including but not limited to loss of use of facility areas, operational impacts, loss of revenue, loss of profits, liquidated damages, penalties, or other economic losses arising from or related to delays in delivery, installation, start-up, or operation of the temporary rental boiler.

The customer acknowledges that this is an emergency temporary installation and agrees that schedule performance is contingent upon third-party coordination and site conditions beyond the contractor's full control.

Services to be completed

[Commercial Plumbing] Location - Building
Scope of Work

Emergency Service Call – Time & Material Rental Boiler and Installation

1. General Description

B&W Mechanical will provide and install an emergency rental boiler to restore domestic hot water service. Work will include furnishing all necessary labor, supervision, equipment, materials, and coordination required to deliver, set, pipe, connect, start up, and place the rental boiler into temporary operation.

2. Upfront Payment

An upfront payment of $48,500.00 will be required to commence rental boiler logistics, procurement, delivery scheduling, and installation activities. This amount includes the initial 28-day rental period, freight delivery and pick-up.

3. Rental Terms

Rental boiler fees are billed in 28-day increments.

After the initial 28-day period, additional rental time will be billed at the full monthly rate of approximately $24,500.00 per 28-day increment.

Continued rental beyond the first term will require ongoing billing in 28-day increments.

4. Time and Material Billing

All additional costs associated with the rental, delivery, setup, operation, maintenance, and removal of the rental boiler, as well as all labor, materials, equipment, subcontractors, fuel, permitting, inspections, and any other services required to install and maintain temporary operation, will be billed at emergency time and material rates.

This includes all direct and indirect costs incurred to procure, mobilize, install, operate, and demobilize the rental boiler system. Labor will be billed at applicable emergency service rates. Materials will be billed per contract terms. Subcontractors, equipment rentals, fuel costs, and specialty services will be billed at cost in accordance with contract markups.

All charges will reflect the actual time, materials, and resources required to complete the emergency installation and maintain operation for the duration of the rental period.

Additional costs may include, but are not limited to:

Pipe, valves, fittings, and installation materials required to make the rental boiler fully operational

Installation labor at contracted rates

Propane tank rental and weekly propane refills

Subcontractors necessary for installation, including but not limited to:

Concrete coring contractor

Pipe insulation contractor

Propane provider

Equipment rental provider

Permitting and inspection fees, if required

5. Pricing Disclaimer

All pricing referenced herein is approximate. The final invoice will reflect actual time and material costs incurred in accordance with the contract

Clarifications

This installation is intended as a temporary emergency solution to restore domestic hot water service. It is not a permanent boiler replacement.

Temporary piping, supports, and connections will be installed in a functional manner suitable for emergency operation and may not reflect permanent installation standards.

Operation of the rental boiler is dependent upon continuous propane supply, electrical service, and adequate water pressure.

Customer shall provide reasonable site access, including after-hours access if required, security escorts, and coordination necessary for contractor personnel and subcontractors.

Customer is responsible for maintaining facility security requirements and coordinating internal approvals necessary for contractor access and work execution.

Any unforeseen field conditions (concealed utilities, structural conflicts, inadequate existing systems, etc.) may result in additional time and material charges.

Rental boiler performance is subject to manufacturer limitations and site conditions.

The temporary boiler system will require monitoring. Ongoing service calls, adjustments, or troubleshooting will be billed separately at emergency time and material rates.

Permitting and inspections, if required by local authority having jurisdiction (AHJ), will be coordinated but may impact project schedule.

Delay and Consequential Damages Exclusion

Due to the emergency nature of this temporary rental boiler installation, B&W Mechanical shall make commercially reasonable efforts to coordinate delivery, installation, and start-up in an expedited manner. However, B&W Mechanical shall not be held responsible or liable for delays caused by factors beyond its direct control, including but not limited to:

Rental equipment availability

Freight or transportation delays

Manufacturer or vendor scheduling

Subcontractor availability

Permitting or inspection delays

Security access restrictions or escort requirements

Utility interruptions (electric, water, propane)

Site readiness conditions

Weather events

Acts of God

Governmental actions or restrictions

Supply chain disruptions

B&W Mechanical shall not be liable for any consequential, incidental, indirect, special, exemplary, or punitive damages, including but not limited to loss of use of facility areas, operational impacts, loss of revenue, loss of profits, liquidated damages, penalties, or other economic losses arising from or related to delays in delivery, installation, start-up, or operation of the temporary rental boiler.

The customer acknowledges that this is an emergency temporary installation and agrees that schedule performance is contingent upon third-party coordination and site conditions beyond the contractor's full control.

GRAND TOTAL **$48,500.00**

Terms and Conditions

1. Upon the acceptance of Contractor's proposal, Contractor will begin procuring materials, equipment, and labor resources necessary to complete the work. If the Customer cancels the approved work for any reason, the Customer agrees to pay for all work performed up to the time of cancellation, as well as all materials, parts, or equipment that have been purchased, ordered, or specially procured for the proposed project, whether or not such items have been delivered, installed, or are returnable. Upon payment for such procured materials, parts, or equipment, Customer will have all title and ownership rights in same. Once payment is made for these items, they become the property of the Customer. Alternatively, if the Customer prefers that Contractor attempt to return any uninstalled materials, parts, or equipment, Contractor will endeavor to do so when possible, and the value of any credit received by Contractor for any returned items will be passed directly back to the Customer after deducting restocking fees, shipping and handling fees, or other supplier charges. The Customer also agrees to pay any reasonable costs incurred by Contractor related to restocking fees, supplier cancellation charges, fabrication, or mobilization.
2. All Contractor's labor and materials sold for repair work to existing equipment is warranted against defects in workmanship or materials under normal use for sixty (60) days after installation.
3. On all new equipment installations, Contractor warranties labor only for a period of one (1) year, parts are per equipment manufacturers warranty period.
4. Any problems resulting in warranty claims will be addressed during normal business hours, Monday through Friday. Repairs requiring after-hours work at premium charges will be billable to the customer for the premium charge only.
5. In case of any failure to perform its obligations under this Agreement, Contractor's Liability is limited to repair or replacement at its option, and such repair or replacement shall be Customer's sole remedy. This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if the failure is caused or contributed to be accident, alteration, abuse or misuse, and shall not extend beyond the term of this agreement.
6. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during Contractor's normal working hours.
7. Contractor will not be required to move, replace, or alter any part of the building structure in the performance of this Agreement.
8. If a trouble call is made at Customer's request and inspection indicates a condition which is not covered under this Agreement, Contractor may charge Customer at the rate then is effect for such services.
9. Any alteration to, or deviation from, this Agreement involving extra work, cost of material or labor will become an extra charge (fixed-price amount to be negotiated or on a time and material basis at Contractor's rates then in effect) over the sum stated in this Agreement.
10. Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection of riot, action of the elements, forces of nature, or by any cause beyond its control.
11. Customer shall make available to Contractor's personnel all pertinent Safety Data Sheets(SDS)pursuant to OSHA's Hazard Communication Standard Regulations.
12. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement, or removal of any asbestos products or other hazardous substances. In the event such products or substances are encountered, Contractor's sole obligation will be to notify the owner of the existence of such products and materials. Contractor shall have the right thereafter to suspend its work until such products or materials, and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equally adjusted.

13. If any provision of these Terms & Conditions is determined to be invalid, illegal, or unenforceable, in whole or in part, such provision shall be deemed modified to the minimum extent necessary to make it enforceable, or if modification is not possible, severed from these Terms & Conditions. The validity, legality, and enforceability of the remaining provisions shall not be affected, and these Terms & Conditions shall be enforced as if such invalid provision had never been included.

14. To the fullest extent permitted by law, each party shall indemnify (the "Indemnifying Party") and hold harmless the other party (the "Indemnified Party"), its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by any active or passive act or omission of the Indemnifying Party, anyone directly or indirectly employed by the Indemnifying Party, or anyone for whose acts the Indemnifying Party may be liable. Under no circumstances, whether arising in contract, tort (including negligence), equity or otherwise, will either party be responsible for loss of use, loss of profit, increased operating or maintenance expenses, claims of customers tenants or clients, or any special, indirect or consequential damages. Contractor and Customer hereby mutually agree to waive subrogation under their respective property insurance policies.

By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

Name: Zachary T. Propst Date: 3/4/2024

Signature:

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

Taylor Samples (Finance)

From: Shane Box <shane.box@bwmech.com>
Sent: Sunday, March 1, 2026 7:57 PM
To: Scott Collison (Sheriff's Office); Jason Smith (Sheriff's Office)
Cc: Chris Dale (Sheriff's Office); Brian Pearson (Sheriff's Office); Kevin Head (Sheriff's Office); Taylor Samples (Finance); Elizabeth White (Finance); Mark Mason (Sheriff's Office); Marcie Mount (Sheriff's Office); James Duquette (Sheriff's Office); CJ Hensley; Jonathan Davell; AJ Rivers; Brooke Binkins
Subject: RE: Rental Boiler Logistics & Upfront Payment – Hall County Jail
Attachments: ST PDF Quote - Acceptance of T&M.pdf

Some people who received this message don't often get email from shane.box@bwmech.com. Learn why this is important

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

Good Evening,

Please see the attached proposal. This document is not a proposal for a specific dollar amount but rather for acceptance of the initial $48,500.00 upfront cost required to mobilize the rental boiler, initiate logistics, and cover the first month rental period and equipment pickup upon completion.

An invoice for the $48,500.00 upfront amount will be submitted tomorrow. Should the rental period exceed 28 days, incremental rental billing may apply in accordance with the emergency time and material service terms.

The rental and installation of the boiler will be invoiced as an emergency time & material service call due to the nature of the work and the time-sensitive requirement to restore domestic hot water service.

As previously communicated, I will have a crew onsite tomorrow to begin the installation process, with an anticipated arrival time of 8:00 AM. I remain confident the rental boiler will be delivered and onsite by end of day tomorrow. There are logistical details still being coordinated to bring the system online, and I will continue addressing those items diligently.

I have received your notice to proceed to facilitate delivery of the rental boiler. Please confirm acceptance and approval of the emergency time and material boiler installation so we may proceed without delay.

Thank you.

Best regards,

Shane Box

Shane Box | Plumbing Account Manager

B&W Mechanical Contractors Inc
1940 Riverside Parkway Lawrenceville, Georgia 30043
Service: 770.441.8238 | Cell: 770.313.2883
After Hours: 770.449.6000

24 Hour - Full Service Provider
OFFERING PRECISION MAINTENANCE-AUTOMATION-PLUMBING







From: Scott Collison (Sheriff's Office) <scollison@hallcounty.org>
Sent: Sunday, March 1, 2026 4:10 PM
To: Shane Box <shane.box@bwmech.com>; Jason Smith (Sheriff's Office) <jsmith@hallcounty.org>
Cc: Chris Dale (Sheriff's Office) <cdale@hallcounty.org>; Brian Pearson (Sheriff's Office) <bpearson@hallcounty.org>; Kevin Head (Sheriff's Office) <khead@hallcounty.org>; Taylor Samples (Finance) <tsamples@hallcounty.org>; Elizabeth White (Finance) <epwhite@hallcounty.org>; Mark Mason (Sheriff's Office) <mmason@hallcounty.org>; Marcie Mount (Sheriff's Office) <mlmount@hallcounty.org>; James Duquette (Sheriff's Office) <jduquette@hallcounty.org>; CJ Hensley <cj.hensley@bwmech.com>; Jonathan Davell <jonathan.davell@bwmech.com>; AJ Rivers <aj.rivers@bwmech.com>; Brooke Binkins <brooke.binkins@bwmech.com>
Subject: Re: Rental Boiler Logistics & Upfront Payment – Hall County Jail

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Awesome! Thank you sir

-Scott

From: Shane Box <shane.box@bwmech.com>
Sent: Sunday, March 1, 2026 3:55:50 PM
To: Scott Collison (Sheriff's Office) <scollison@hallcounty.org>; Jason Smith (Sheriff's Office) <jsmith@hallcounty.org>
Cc: Chris Dale (Sheriff's Office) <cdale@hallcounty.org>; Brian Pearson (Sheriff's Office) <bpearson@hallcounty.org>; Kevin Head (Sheriff's Office) <khead@hallcounty.org>; Taylor Samples (Finance) <tsamples@hallcounty.org>; Elizabeth White (Finance) <epwhite@hallcounty.org>; Mark Mason (Sheriff's Office) <mmason@hallcounty.org>; Marcie Mount (Sheriff's Office) <mlmount@hallcounty.org>; James Duquette (Sheriff's Office) <jduquette@hallcounty.org>; CJ Hensley <cj.hensley@bwmech.com>; Jonathan Davell <jonathan.davell@bwmech.com>; AJ Rivers <aj.rivers@bwmech.com>; Brooke Binkins <brooke.binkins@bwmech.com>
Subject: RE: Rental Boiler Logistics & Upfront Payment – Hall County Jail

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Hello Scott,
The invoice will be generated tomorrow morning when my accounting team is available. I have received approval to proceed with the boiler rental and am moving forward with that process.
I will have crews onsite tomorrow to begin the piping and wall coring work. I should have a clearer understanding of the expected delivery timeline for the rental boiler by this evening.

I will also be contacting the propane provider tomorrow morning to coordinate logistics, as I do not currently have a weekend contact for that portion of the job.
I will continue providing updates to this email thread as information becomes available.

Best regards,

Shane Box

Shane Box | Plumbing Account Manager
B&W Mechanical Contractors Inc
1940 Riverside Parkway Lawrenceville, Georgia 30043
Service: 770.441.8238 | Cell: 770.313.2883
After Hours: 770.449.6000

24 Hour - Full Service Provider
OFFERING PRECISION MAINTENANCE-AUTOMATION-PLUMBING

From: Scott Collison (Sheriff's Office) <scollison@hallcounty.org>
Sent: Sunday, March 1, 2026 2:36 PM
To: Jason Smith (Sheriff's Office) <jsmith@hallcounty.org>; Shane Box <shane.box@bwmech.com>
Cc: Chris Dale (Sheriff's Office) <cdale@hallcounty.org>; Brian Pearson (Sheriff's Office) <bpearson@hallcounty.org>; Kevin Head (Sheriff's Office) <khead@hallcounty.org>; Taylor Samples (Finance) <tsamples@hallcounty.org>; Elizabeth White (Finance) <epwhite@hallcounty.org>; Mark Mason (Sheriff's Office) <mmason@hallcounty.org>; Marcie Mount (Sheriff's Office) <mlmount@hallcounty.org>; James Duquette (Sheriff's Office) <jduquette@hallcounty.org>
Subject: Re: Rental Boiler Logistics & Upfront Payment – Hall County Jail

Caution: This is an external email! Please verify that the sender is a trusted source!

Please provide an official invoice by email for the $48,500 so that we can expedite this process

-Scott

From: Jason Smith (Sheriff's Office) <jsmith@hallcounty.org>
Sent: Sunday, March 1, 2026 1:44:50 PM
To: shane.box@bwmech.com <shane.box@bwmech.com>
Cc: Chris Dale (Sheriff's Office) <cdale@hallcounty.org>; Brian Pearson (Sheriff's Office) <bpearson@hallcounty.org>; Scott Collison (Sheriff's Office) <scollison@hallcounty.org>; Kevin Head (Sheriff's Office) <khead@hallcounty.org>; Taylor Samples (Finance) <tsamples@hallcounty.org>; Elizabeth White (Finance) <epwhite@hallcounty.org>; Mark Mason (Sheriff's Office) <mmason@hallcounty.org>; Marcie Mount (Sheriff's Office) <mlmount@hallcounty.org>; James Duquette (Sheriff's Office) <jduquette@hallcounty.org>
Subject: FW: Rental Boiler Logistics & Upfront Payment – Hall County Jail

Good Afternoon,

Thank you for the update and for your continued coordination regarding the rental boiler for the Hall County Jail. We appreciate the effort involved in managing the logistics for this critical need.
On behalf of the Hall County Finance Manager and the Hall County Sheriff's Office, this email serves as formal authorization to proceed with payment of the upfront rental fee in the amount of $48,500.00 to B&W Mechanical for the first month of boiler rental, as outlined. We understand that this amount covers only the initial monthly rental and does not include additional materials, subcontractor costs, propane tank rental, or installation labor. Please provide the finalized emergency time-and-material service call proposal once completed so that we may ensure all documentation is in place for our records.
Upon receipt of the necessary invoice and supporting documentation, Finance is authorized to process payment so the equipment can be secured and shipped without delay.
Please continue to keep us informed of any additional requirements or timelines as this project moves forward.

Jason Smith | Major
Hall County Sheriff's Office | Jail Bureau
1700 Barber Road, Gainesville GA 30507 | 770-531-3934
www.hallcountysheriffsoffice.org
Follow us on Facebook, Twitter and Instagram

From: Chris Dale (Sheriff's Office) <cdale@hallcounty.org>
Sent: Sunday, March 1, 2026 12:45 PM
To: Jason Smith (Sheriff's Office) <jsmith@hallcounty.org>
Subject: Fw: Rental Boiler Logistics & Upfront Payment – Hall County Jail

Chris Dale, Ph.D. | Captain
Hall County Sheriff's Office | Jail Bureau
1700 Barber Rd., Gainesville GA 30507 | 770.533.7718
www.hallcountysheriffsoffice.org
Follow us on Facebook, Twitter and Instagram

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From: Shane Box <shane.box@bwmech.com>
Sent: Sunday, March 1, 2026 12:32:25 PM
To: Chris Dale (Sheriff's Office) <cdale@hallcounty.org>; Mark Mason (Sheriff's Office) <mmason@hallcounty.org>; James Duquette (Sheriff's Office) <jduquette@hallcounty.org>; Brian Pearson (Sheriff's Office) <bpearson@hallcounty.org>
Cc: CJ Hensley <cj.hensley@bwmech.com>; Reid Martin <reid.martin@bwmech.com>; Jonathan Davell <jonathan.davell@bwmech.com>; AJ Rivers <aj.rivers@bwmech.com>
Subject: Rental Boiler Logistics & Upfront Payment – Hall County Jail

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 Gentlemen,

Thank you for your patience as I continue working through the logistics and planning associated with the rental boiler for the Hall County Jail. As mentioned during our phone conversation, this is a complex process that takes coordination and time to execute properly.

After speaking with the rental boiler company, I have been informed that they require upfront payment for the first month of rental fees in the amount of $48,500.00. B&W Mechanical would need to receive this payment to begin the process and secure the equipment.

Please note that this amount covers the boiler rental only for the first month. It does not include piping, valves, fittings, subcontractors, propane tank rental, or the labor required for installation.

I am currently preparing an emergency time-and-material service call proposal that will outline the rental costs and any required upfront payments needed to proceed. I am hopeful to have this submitted by the end of the day.

Once approval is received and payment has been processed, the rental boiler can ship immediately and is typically received within approximately 12-24 hours.

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

Best regards,

Shane Box

Shane Box | Plumbing Account Manager
B&W Mechanical Contractors Inc
1940 Riverside Parkway Lawrenceville, Georgia 30043
Service: 770.441.8238 | Cell: 770.313.2883
After Hours: 770.449.6000

24 Hour - Full Service Provider
OFFERING PRECISION MAINTENANCE-AUTOMATION-PLUMBING

B&W MECHANICAL CONTRACTORS

Invoice

Reference No.:	**008169**
Date:	06-May-2026
Due Date:	05-Jun-2026
Customer ID:	C000187
Currency:	USD

B&W Mechanical Contractors
1940 Riverside Pkwy
Lawrencevile, GA, 30043
Phone: (770) 449-6000

BILL TO:

Attn: Accounts Payable
Hall County Board of Commissioners
Hall County Board of Commissioners
P.O. Drawer 1435
Gainesville GA 30503-1435
United States of America

LOCATION:

Hall County Jail
1700 Barber Road
Gainesville GA 30507
United States of America

INVOICE DESCRIPTION

Invoice for Job #46688288 (Hall County Jail)

CUSTOMER REF. NBR.	TERMS	CONTACT
20260803	Net 30 Days	

NO.	ITEM	QTY.	UOM	UNIT PRICE	EXTENDED PRICE
1	Journeyman - HVAC - Double Time	6.00		150.0000	900.00
2	Journeyman - Plumbing - Double Time	20.00		150.0000	3,000.00
3	Journeyman - Plumbing - Overtime	14.00		150.0000	2,100.00
4	JOURNEYPLREG: Journeyman - Plumbing - Regular	104.00	HOUR	105.0000	10,920.00
6	PLUMBING MTL: Kind sir PO 5361	1.00	EA	4,600.0000	4,600.00
7	PLUMBING MTL: Herc Rentals PO 5184 A	1.00	EA	2,441.6300	2,441.63
8	PLUMBING MTL: Herc Rentals Po 5241 B	1.00	EA	1,292.9600	1,292.96
9	PLUMBING MTL: Herc Rentals PO 6264 C	1.00	EA	2,044.4900	2,044.49
10	MTL: Ware PO 5180	1.00	EA	53,470.4000	53,470.40
12	PLUMBING MTL: WARE PO # 3 5180	1.00	EA	19,837.2000	19,837.20
13	PLUMBING MTL: WARE PO # 3 5180 - Damage deposit credit	1.00	EA	-16,260.0000	-16,260.00
14	PLUMBING MTL: WARE po 5180 Rental return credit	1.00	EA	-1,742.1400	-1,742.14
18	TRUCK STOCK 1 Propress Coupling	1.00		6.7900	6.79
20	PLUMBING MTL: Superior Plus PO 5222	1.00	EA	2,157.9500	2,157.95
21	PLUMBING MTL: Superior Plus PO 5222 #2	1.00	EA	1,472.0000	1,472.00
22	PLUMBING MTL: Superior Plus PO 5222 #3	1.00	EA	2,047.0000	2,047.00
24	PLUMBING MTL: Superior Plus PO 5222 #4	1.00	EA	1,766.5500	1,766.55
25	PLUMBING MTL: Superior Plus PO 5222 #5	1.00	EA	2,001.7200	2,001.72
26	PLUMBING MTL: Superior Plus PO 5222 #6	1.00	EA	767.2000	767.20
27	PLUMBING MTL: Superior Plus PO 5222 #7	1.00	EA	2,276.6600	2,276.66
28	PLUMBING MTL: Superior Plus PO 5222 #8	1.00	EA	2,307.5400	2,307.54
35	PLUMBING MTL: Ware PO #2 5180	1.00	EA	9,628.9500	9,628.95
36	PLUMBING MTL: B&D concrete cutting PO 5218	1.00	EA	1,035.0000	1,035.00
41	PLUMBING MTL: Southern Pipe PO 5193	1.00	EA	3,579.3900	3,579.39
43	PLUMBING MTL: Home Depot PO 5251	1.00	EA	368.3700	368.37
45	PLUMBING MTL: Southern Pipe PO 5181	1.00	EA	7,041.0100	7,041.01
46	PROPRESS TOOL 1/2-IN X 2-IN: ProPress Tool 1/2-inch to 2-inch	1.00	EA	65.0000	65.00
47	PROPRESS TOOL 2.5-IN X 4-IN: ProPress Tool 2-1/2-inch to 4-inch	1.00	EA	110.0000	110.00
48	MEGAPRESS TOOL 1/2-IN X 2-IN: MegaPress Tool 1/2-inch to 2-inch	1.00	EA	110.0000	110.00
49	INSTALLMENT 1 INVOICE BALANCE PAID	1.00		-48,500.0000	-48,500.00
50	INCREMENTAL BILLING APRIL 2026 - BALANCE DUE AS AT 5/6/2026	1.00		-24,500.0000	-24,500.00

Continued...

B&W MECHANICAL CONTRACTORS

Invoice

Reference No.:	**008169**
Date:	06-May-2026
Due Date:	05-Jun-2026
Customer ID:	C000187
Currency:	USD

B&W Mechanical Contractors
1940 Riverside Pkwy
Lawrencevile, GA, 30043
Phone: (770) 449-6000

NOTE: Job Number: 46688288 Customer PO: 20260803
Sales Quote #: 2021751

Installment 1) $48,500 paid

Installment 2) $24,500 balance due 5/14/2026

Final Installment 3) $46,345.67 sent 5/6/2026

Total Bill $ 119,345.67

Job Description: 4th floor plumbing at Hall County Jail – hot water heaters not working and electrical sparking from units, emergency service required.

Call Log: Emergency Service Call Job

3/1/26 Met with Chris Lonnis on site and began full system evaluation. Inspected 4th floor mechanical room housing (4) 90, 000W electric boilers. Found (2) boilers previously isolated and removed from service. Identified (1) boiler with failed wiring to heating elements with visible electrical damage and sparking concern, along with active leakage from tank and element ports, unit isolated for safety. Inspected remaining boiler and found leakage present around heating elements with high probability of internal tank failure. Verified multiple elements not functioning properly and outlet water temperature only reaching approximately 80°F. Recorded building pressure at approximately 45 PSI. Expanded investigation to main building mechanical system and evaluated (1) 300,000W electric boiler. Found electrical components including contactors and fuses had been altered/replaced and determined unit was not reliable to support combined building hot water demand. Determined interconnection between systems would not be feasible for temporary service. Developed emergency plan to install propane-fired temporary boiler system outside housing unit. Proposed routing of hot and cold supply piping from mechanical room through exterior wall and down building façade to temporary boiler trailer and buffer tank setup. Confirmed customer already has full boiler replacement project in place for existing equipment. Recommended temporary boiler solution to maintain hot water service during replacement project. Reviewed findings and plan with Chris Lonnis on site, project moved into planning and coordination phase.

3/2/26 Arrived on site, met with facility personnel and began emergency response. Isolated domestic hot and cold water to existing boilers in 4th floor mechanical room. Cut in tees on both hot and cold lines and installed isolation valves to prepare for temporary boiler tie-in. Coordinated with coring contractor to scan and core exterior wall penetrations for piping. Received delivery of temporary boiler trailer and buffer tank after hours, staged equipment and secured area for next day installation.

3/3/26 Returned on site and began full temporary boiler setup. Set boiler trailer in designated location and positioned buffer tank on stabilized base using pavers and gravel. Ran 2" copper piping along exterior wall, properly supported with unistrut and cushion clamps. Completed tie-ins from building system to temporary boiler loop. Coordinated telehandler delivery and used equipment to safely position tank. Verified all connections and prepared system for gas and electrical tie-in.

3/4/26 Continued installation, set stainless steel flex hoses between boiler trailer and buffer tank with bolt and gasket assemblies. Completed final makeup water piping between boiler and tank. Installed temporary supports including ratchet straps to secure tank. Coordinated with propane vendor to set tanks, hard pipe gas supply, perform leak test and purge system. Met with boiler startup technician to review system prior to startup. Verified no leaks on water and gas systems.

3/5/26 Assisted startup technician with initial firing and combustion adjustments. Adjusted incoming gas pressure and system setpoints for boiler and buffer tank operation. Identified overheating issues inside building due to failed mixing valves that were seized and non-adjustable. Attempted to balance system by isolating hot side flow. Investigated reported loss of hot water and identified cross connections at mop sinks allowing cold water to backfeed into hot system via recirculation. Coordinated with facility to mitigate cross connection usage and recommended replacement of mixing valves and installation of check valves.

3/6/26 Responded to no hot water complaint. Investigated mechanical room and found mixing valve screens clogged and one valve isolated, preventing hot water distribution. Identified recirculation loops returning cold water due to pressure differential from temporary boiler elevation. Shut down recirculation pumps and corrected flow path. Flushed hot water lines throughout

Continued...

building to restore service. Implemented temporary solution by maintaining constant flow at remote fixtures to keep hot water circulating. Communicated findings and system limitations to facility staff.

3/12/26 Arrived on site for ignition failure alarm. Found burner control locked out. Reset system and monitored operation. Unit fired and ran normally, satisfying buffer tank demand. Verified proper cycling and determined issue was temporary ignition failure. No propane supply issues at time of inspection.

3/15/26 Returned to review continued intermittent faults. Checked system history and found pilot and main flame failure codes. Inspected gas pressures and made minor adjustments to improve combustion stability. Opened previously throttled tank to balance fuel distribution. Determined need for manufacturer-level diagnostics and coordinated boiler technician for further evaluation.

4/4/26 Responded to T&P valve actively discharging on temporary boiler. Inspected valve and confirmed failure. Contacted manufacturer and coordinated next-day shipment of replacement valve. Adjusted valve to partially seat and reduce discharge temporarily. Notified facility of limited temporary fix and need for return visit. 4/6/26 Returned with replacement T&P valve. Removed failed valve and installed new manufacturer-provided valve. Refilled and repressurized system. Brought boiler back online and verified proper operation. Checked for leaks and confirmed discharge issue resolved. Assisted with additional minor T&P related work on system.

4/20/26 Coordinated demobilization of temporary boiler system. Met with facility and equipment vendor. Shut down system, drained boiler and buffer tank, and disconnected piping. Utilized telehandler to relocate buffer tank and staged equipment for removal. Loaded boiler trailer and secured for transport. Completed shutdown checklist and coordinated with project manager on equipment return logistics.

4/22/26 Returned to site to coordinate insulation contractor activities and final system wrap-up. Ensured temporary system components were properly secured including hoses, T&P lines, and supports. Loaded remaining equipment and materials onto trailer. Documented condition of equipment prior to departure. Coordinated with facility and vendors regarding final pickup schedules and site turnover. Job completed and site stabilized.

AGENDA ITEM

Executive Session

REPORT TO: **Work Session (06/09/26)**

REPORT TO: **Voting Meeting (06/11/26)**

ITEM NO: 375/2026

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: 06/09/26 **Voting Meeting Date:** 06/11/26

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: