HALL COUNTY BOARD OF COMMISSIONERS
WORK SESSION AGENDA
Hall County Government Center 2nd Floor
2875 Browns Bridge Road
Gainesville, GA 30504
Streamed Live on Hall County Government's Website - www.hallcounty.org
Monday, June 22, 2026 - 03:00 PM

Call to Order

Appointments for Consideration

1 Appointment to the Department of Family and Children Services (DFACS) Board to serve an unexpired term to December 31, 2026. Commission Districts 1, 2, 3 & 4.

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

3 Appointment to the Impact Fee Stakeholder Advisory Committee. Commission District 2. *Note: Tabled at the May 28, 2026 Voting Meeting until the June 25, 2026 Voting Meeting.*

Central Services

4 Approve the award of IFB #018-47 Emergency Plumbing Repair Services for Central Services to Freedom Plumbing Pro Rooter, LLC of Gainesville, GA and Stripes Plumbing Contractors of Gainesville, GA. The estimated annual cost is $56,524.00.

5 Approve the award of RFQ/P #47-003 Demand Services for On-Call Plumbing Contractors for various County departments to S & S Industrial Services, LLC of Lula, GA, Maxair Mechanical, LLC of Marietta, GA, Conditioned Air Systems, Inc. of Gainesville, GA and Freedom Plumbing Pro Rooter, LLC of Gainesville, GA. The estimated annual cost is $100,000.00.

Community Services and Parks

6 Approve the renewal of the annual contract for IFB# 017-46 Athletic Uniform Supply to BSN Sports, LLC of Farmers Branch, TX, Protime Sports, Inc. of Seattle, WA and Shuma, LLC (dba Shuma Sports) of Lawrenceville, GA. The estimated annual cost is $125,500.00.

7 Approve the award of IFB# 017-47 Athletic Officiating Services for Parks & Leisure to Hall County Officials of Flowery Branch, GA and Next Level Georgia Officials, LLC of Oakwood, GA. The estimated annual cost is $178,500.00.

Financial Services

8 Approve the renewal of the annual contract for IFB #014-45 Tires (New), Related Parts & Services for various County departments to Kesler Tire Service, Inc. of Gainesville, GA and Harrison Tire Service of Gainesville, GA. The estimated annual cost is $458,289.00.

9 Approve the renewal of the annual contract for IFB #011-46 Vehicle Oils & Lubricants for various County departments to Boswell Oil Company of Athens, GA. The estimated annual cost is $69,901.00.

10 Approve the award of IFB #001-47 Bottled Water Services for various County departments to Fontis Water, Inc. of Marietta, GA. The estimated annual cost is $68,631.00.

11 Approve the award of IFB #008-47 Vehicle Fuels Delivery for various County departments to James River Solutions of Gainesville, GA. The estimated annual cost is $143,820.00.

12 Approve the Fiscal Year 2027 Budget Resolutions: (1) Fiscal Year 2027 Budget Resolution, (2) Victim Witness Program, and (3) Community Service Center Fund Balance Resolution.

13 Approve the Fiscal Year 2026 Budget Adjustment Resolution.

Fire Rescue

14 Approve the renewal of the annual contract for IFB #005-45 Firefighting Equipment for Fire Rescue to North America Fire Equipment Co., Inc. (NAFECO) of Decatur, AL. The estimated annual cost is $410,000.00.

15 Approve the renewal of annual contract for IFB #002-45 Disposable EMS Supply for Fire Rescue to Bound Tree Medical, LLC of Dublin, OH. The estimated annual cost is $360,010.00.

Human Resources

16 Approve the FY 2027 annual contract renewal for property and casualty insurance brokers (Gallagher Bassett Services, Inc., and Arthur J. Gallagher Company), insurance program coverages, fees, and third party administrator (TPA) services in the amount of $2,257,213.00; and authorization for the Chairman to execute all related documents.

Planning & Zoning

17 **2632 Sardis Road | Rezone |** from Residential 1 (R-1) and Suburban Shopping (S-S) to Highway Business (H-B) | on a 25.90± acre tract located on the east side of Sardis Road at its intersection with East Sardis Road | Zoned R-1 & S-S; Tax Parcel 10071 000136 **| Proposed Use: Uses permitted in H-B |** Commission District 2 **| DCCM, applicant** *Note: Tabled at the May 28, 2026 Voting Meeting until the June 25, 2026 Voting Meeting.*

18 **2632 Sardis Road | Special Use |** for a storage lot | on a 25.90± acre tract located on the east side of Sardis Road at its intersection with East Sardis Road | Zoned R-1 & S-S; Tax Parcel 10071 000136 **| Proposed Use: Boat & RV storage |** Commission District 2 **| DCCM, applicant** *Note: Tabled at the May 28, 2026 Voting Meeting until the June 25, 2026 Voting Meeting.*

19 **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** *Note: Tabled at the June 11, 2026 Voting Meeting until the June 25, 2026 Voting Meeting.*

20 **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** *Note: Tabled at the June 11, 2026 Voting Meeting until the June 25, 2026 Voting Meeting.*

21 **4431 Jim Hood Road & 4474 Highland Road | Rezone |** from Agricultural Residential (AR-1) and Vacation Cottage (V-C) to Residential (R-1)/Conservation Subdivision (CS) | on a combined 38.83± acre tract located at the northwest corner of the intersection of Jim Hood Road and Highland Road | Zoned AR-1 & V-C; Tax Parcels 12002 000001A; 12001 000006 (pt) **| Proposed Use: 56-lot single-family subdivision |** Commission District 3 **| Kent Henderson, applicant**

22 **910 West Ridge Road | Special Use |** for Vehicle Repair, Major in GCOD | on a 3.47± acre tract located on the west corner of the intersection of West Ridge Road and E E Butler Parkway | Zoned I-2; Tax Parcel 00032 001018E **| Proposed Use: Vehicle repair, major |** Commission District 4 **| Anthony Dorsey, applicant**

23 Approve the Transmittal of a minor update to the Hall County Forward 2045 Comprehensive Plan to the Georgia Mountains Regional Commission.

24 Public Hearing to adopt Hall County's updated Capital Improvements Element (CIE) and Community Work Program (CWP).

Public Works and Utilities

25 Public hearing to consider the approval and authorization for the Chairman to execute a resolution seeking acceptance by Hall County, GA of the roads currently maintained by the Winter Harbor Homeowners Association into the Hall County, GA Road Maintenance system and further authorizing the execution of an encroachment agreement between Winter Harbor Homeowners Association and Hall County, GA, subject to review and approval by the County Attorney.

26 Approve the annual contract renewal for RFQ #46-001 Demand Services for Civil Engineering Services, Category A, Transportation Improvement Design for Public Works & Utilities to:

- AtkinsRealis USA, Inc. of Atlanta GA
- Infrastructure Consulting & Engineering, LLC of Norcross, GA
- Keck & Wood, Inc. of Duluth, GA
- Precision Planning, Inc. of Lawrenceville, GA
- Columbia Engineering and Services Inc. of Duluth, GA
- Moffatt & Nichol of Atlanta, GA
- S&ME Inc. of Duluth GA
- Holt Consulting Company, LLC of Duluth, GA
- TTL, Inc. of Atlanta, GA
- RS&H, Inc of Atlanta, GA
- Dewberry Engineers, Inc. of Atlanta, GA
- Croy Engineering, LLC of Marietta, GA
- Thomas & Hutton Engineering Co. of Buford, GA
- KCI Technologies, Inc. of Duluth, GA
- CDM Smith Inc. of Atlanta, GA
- Kimley-Horn and Associates, Inc. of Atlanta, GA
- Parsons Transportation Group, Inc successor by merger to Heath & Lineback of Marietta, GA

The estimated annual cost is $500,000.00.

27 Approve the annual contract renewal for RFQ #46-001 Demand Services for Civil Engineering Services, Category C, Construction Management Services for Public Works & Utilities to:

- ECS Southeast, LLC of Lawrenceville, GA
- LJA Engineering Inc. of Houston TX successor by merger to BM & K Inc. of Braselton, GA
- United Consulting Group, Ltd. of Norcross, GA
- Kimley-Horn and Associates, Inc. of Atlanta, GA
- TTL, Inc. of Atlanta, GA
- AtkinsRealis USA, Inc. of Atlanta, GA
- KCI Technologies, Inc. of Duluth, GA
- Atlas Technical Consultants LLC of Duluth, GA
- CDM Smith, Inc. of Atlanta, GA
- Thomas Hutton Engineering Co. of Buford, GA
- Heath & Lineback of Marietta, GA
- Croy Engineering, LLC of Marietta, GA

The estimated annual cost to exceed $100,000.00.

28 Approve the annual contract renewal for RFQ #46-001 Demand Services for Civil Engineering Services, Category G, Plan Review for Public Works & Utilities to:

- Civil Engineering Consultants, Inc. of Marietta, GA
- Kimley-Horn and Associates, Inc. of Atlanta, GA
- Bureau Veritas North America, Inc. of Braselton, GA
- Raymond Global, Inc. of Conyers, GA
- KCI Technologies, Inc. of Duluth, GA
- Atlas Technical Consultants LLC of Duluth, GA
- Columbia Engineering and Services, Inc. of Duluth, GA

The estimated annual cost to exceed $150,000.00.

29 Approve the annual contract renewal for RFQ #46-001 Demand Services for Civil Engineering Services, Category H, Traffic Engineering Studies and Design for Public Works & Utilities to:

- Kimley-Horn and Associates, Inc. of Atlanta, GA
- CDM Smith Inc. of Atlanta, GA
- Moffatt & Nichol of Atlanta, GA
- Croy Engineering, LLC of Marietta, GA
- Columbia Engineering and Services, Inc. of Duluth, GA
- KCI Technologies, Inc. of Duluth, GA
- Keck & Wood, Inc. of Duluth, GA
- Michael Baker International, Inc. of Peachtree Corners, GA
- AtkinsRealis USA Inc. of Atlanta, GA
- Heath & Lineback of Marietta, GA

The estimated annual cost to exceed $75,000.00.

30 Approve the award of IFB #005-47 Pavement Marking Installation and Removal Services Annual Contract for Public Works & Utilities to Peek Pavement Marking, LLC of Columbus, GA. The estimated annual cost is $69,615.00.

31 Approve the renewal of the annual contract for RFQ/P #45-004 Demand Services for On-Call Minor Resurfacing, Paving, and Sealcoating for Public Works & Utilities to Advanced Paving & Sealcoating Inc. of Gainesville, GA, Allied Paving Contractors, Inc. of Pendergrass, GA, Magnum Paving of Villa Rica, GA, and Ryals Brothers, LLC of Lula, GA. The estimated annual cost is $1,064,474.00.

32 Approve the award of RFQ #47-004 Demand Services for Resurfacing, Paving, and Full Depth Reclamation for Public Works & Utilities to Allied Paving Contractors, Inc. of Pendergrass, GA, Pittman Construction Company of Conyers, GA, Blount Construction Company, Inc. of Marietta, GA, and C.W. Matthews Contracting Company, Inc. of Marietta, GA. The estimated annual cost is $15,000,000.00.

33 Approve the renewal of the annual contract for RFQ/P # 45-015 Roll-Off Solid Waste Hauling Services for Public Works & Utilities to North GA Excavation Group, LLC of Lula, GA. The estimated annual cost is $850,500.00.

34 Approve the renewal of the annual contract for IFB #013-46 Front-End Loader Hauling Services for Public Works & Utilities to Peachtree Waste, LLC of Atlanta, GA. The estimated annual cost is $241,273.10.

35 Approve the renewal of the annual contract for RFQ/P# 43-004 Sewer System Operations Service for Public Works & Utilities to ClearWater Solutions, LLC of Auburn, AL. The estimated annual cost is $1,250,868.00.

36 Approve the award of IFB #007-47 Traffic Control Supplies Annual Contract for Public Works & Utilities to Georgia Correctional Industries (GCI) of Decatur, GA. The estimated annual cost is $72,074.00.

37 Approve the award of RFQ #47-002 Hall County Program Management for Public Works & Utilities to DCCM Infrastructure, Inc. of Gainesville, GA, Ascension Program Management, LLC of Monroe, GA, and Volkert, Inc. of Alpharetta, GA. The estimated annual cost is $600,000.00.

38 Approve the acceptance of streets and sidewalks into Hall County Maintenance in Highland Gates Subdivision. Commission District 3.

Sheriff's Office

39 Approve the renewal of the annual contract for IFB #010-46 Uniform Supply for the Sheriff's Office to Uniforms Unlimited of Athens, GA, Strongpoint, LLC of Gainesville, GA, Federal Eastern International, LLC of Jacksonville, FL, Smyrna Police Distributors of Smyrna, GA, and T & T Uniforms, Inc. of Austell, GA. The estimated annual cost is $268,202.00.

40 Approve the renewal of the annual contract for RFQ/P# 45-006 Inmate Food Services for the Hall County Jail to Kellwell Food Management of Beattyville, KY. The estimated annual cost is $1,517,418.00.

Tax Assessors

41 Approve the award of RFQ/P #47-005 Reappraisal and Equalization Assistance for Certain Real Property for the Tax Assessors' Office to Georgia Mass Appraisal Solutions & Services, Inc. (GMASS) of Norwood, GA. The estimated annual cost is $408,000.00.

42 Approve the 2023, 2024, and 2025 personal property refund in the amount of $2,940.14 for overpayment of Hall County taxes regarding account #142881 to Univision Television Group, Inc.

Treatment Services

43 Approve the award of IFB #012-47 Drug Screen Kits & Services for various County departments to Redwood Toxicology Laboratory, Inc. of Santa Rosa, CA. The estimated annual cost is $165,708.00.

County Administrator

Public Comments

Commission Time

Executive Session

44 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.

HALL COUNTY
GEORGIA We have it all in Hall

AGENDA ITEM

Appointments for Consideration

REPORT TO: **Work Session (06/22/26)**

REPORT TO: **Voting Meeting (06/25/26)**

ITEM NO: 376/2026

SUBJECT: Appointment to the Department of Family and Children Services (DFACS) Board to serve an unexpired term to December 31, 2026. Commission Districts 1, 2, 3 & 4.

Meetings:

Work Session Date: 06/22/26 **Voting Meeting Date:** 06/25/26

Executive Summary:

Presenter: JR

Recommendation:
n/a

Purpose of Request:
Appointment to the Department of Family and Children Services (DFACS) Board to serve an unexpired term to December 31, 2026. Commission Districts 1, 2, 3 & 4.

History:
The current appointment is Joey Millwood.

Facts and Issues:
Joey Millwood has retired and would need to be replaced on the Board.

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

Approve	Clerk

Attachments:

AGENDA ITEM

Appointments for Consideration

REPORT TO: **Work Session (06/22/26)**

REPORT TO: **Voting Meeting (06/25/26)**

ITEM NO: 407/2026

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

Meetings:

Work Session Date: 06/22/26 **Voting Meeting Date:** 06/25/26

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

Appointments for Consideration

REPORT TO: **Work Session (06/22/26)**

REPORT TO: **Voting Meeting (06/25/26)**

ITEM NO: 370/2026

SUBJECT: Appointment to the Impact Fee Stakeholder Advisory Committee. Commission District 2. *Note: Tabled at the May 28, 2026 Voting Meeting until the June 25, 2026 Voting Meeting.*

Meetings:

Work Session Date: 06/22/26 **Voting Meeting Date:** 06/25/26

Executive Summary:

Presenter: JW

Recommendation:
n/a

Purpose of Request:
Appointment to the Impact Fee Stakeholder Advisory Committee. Commission District 2.

History:

Facts and Issues:

Options:

As Hall County progresses with the next steps in the Impact Fee study and development, Georgia State Law requires the establishment of a Development Impact Fee Advisory Committee prior to the adoption of a development impact fee ordinance. The Advisory Committee must consist of 5 to 10 members with at least 50% of the membership from the development, building, or real estate industries. With these requirements in place, we would respectfully request that each Commissioner nominate/appoint a total of two (2) members to the Advisory Committee: One (1) member from the "development, building, or real estate industry" and one (1) member from the general public.

Below is the citation from the Georgia Code outlining the requirements for the Advisory Committee.

GA Code § 36-71-5 (2024)

(a) Prior to the adoption of a development impact fee ordinance, a municipality or county adopting an impact fee program shall establish a Development Impact Fee Advisory Committee.

(b) Such committee shall be composed of not less than five nor more than ten members appointed by the governing authority of the municipality or county and at least 50 percent of the membership shall be representatives from the development, building, or real estate industries. An existing planning commission or other existing committee that meets these requirements may serve as the Development Impact Fee Advisory Committee.

(c) The Development Impact Fee Advisory Committee shall serve in an advisory capacity to assist and advise the governing body of the municipality or county with regard to the adoption of a development impact fee ordinance. In that the committee is advisory, no action of the committee shall be considered a necessary prerequisite for municipal or county action in regard to adoption of an ordinance.

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 (06/22/26)**

REPORT TO: **Voting Meeting (06/25/26)**

ITEM NO: 392/2026

SUBJECT: Approve the award of IFB #018-47 Emergency Plumbing Repair Services for Central Services to Freedom Plumbing Pro Rooter, LLC of Gainesville, GA and Stripes Plumbing Contractors of Gainesville, GA. The estimated annual cost is $56,524.00.

Meetings:

Work Session Date: 06/22/26 **Voting Meeting Date:** 06/25/26

Executive Summary:

Presenter: KI

Recommendation:
Approve.

Purpose of Request:
Approve the award of IFB #018-47 Emergency Plumbing Repair Services for Central Services to Freedom Plumbing Pro Rooter, LLC of Gainesville, GA and Stripes Plumbing Contractors of Gainesville, GA. The estimated annual cost is $56,524.00.

History:
This contract is for emergency and small plumbing repairs throughout the County. Central Services requested that the current Plumbing Repair contract be rebid to add an additional contractor to ensure timely repairs.

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

After reviewing the proposals and the bid tabulation, Central Services is requesting that both Freedom Plumbing Pro Rooter, LLC and Stripes Plumbing Contractors are awarded this contract.

Options:

Funding Requested	$ 56,524.00
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
JD	KI	KI	AY
Budget	**Finance**	**Attorney**	**Administration**
JM	TS	JL	CR
Clerk			
JR			

Attachments:

Financial Supplement
Bid Tab
Signature Authorization Request
Contract - Freedom Plumbing
Contract - Stripes

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 392/2026

Funds Requested: $ 56,524.00

Request Budgeted: Yes

Proposed Source of Funding:

Various

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2027	TBD	TBD	522200-REPAIRS AND MAINTENANCE	$56,524.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: KI

Phone: 678-617-4517

BID TABULATION IFB #018-47, Emergency Plumbing Repair Services		STRIPES PLUMBING CONTRACTORS GAINESVLLE, GA	B &W MECHANICAL LAWRENCEVILLE, GA	MAXAIR MECHANICAL MARIETTA, GA	FREEDOM PLUMBING PRO ROOTER, LLC GAINESVILLE, GA
Item No.	**Item Description**				
	Plumbing Repair and Installation Services				
1	Regular hourly labor rate for plumbing technician	$110.00	$125.00	$116.00	$97.00
2	Regular hourly labor rate for plumbing helper	$90.00	$115.00	$75.00	$59.00
3	Overtime hourly labor rate for plumbing technician	$130.00	$185.00	$156.60	$121.25
4	Overtime hourly labor rate for plumbing helper	$110.00	$175.00	$101.25	$73.75
5	% Markup on parts	25%	15%	15%	15%
6	**Additional Services / Items, Hourly Rates**				
a	Backhoe	$130.00	PO RENTAL	$1,740 whole day $870 half day	$60 / DAY
b	Jetter	$190.00	$,1000 / DAY	$106/ HR	$150 / HR
c	Camera	$240.00	$300 / JOB	$50 / HR	$150 / HR
d	Jack Hammer	$110.00	PO RENTAL	$224.00	$9 / HR
e	Core Drill	$115.00	PO RENTAL	$185.00	$35 / HR
f	Electric Eel Main Sewer Auger	$125.00	$100 / JOB	$292.00	$50 / HR
g	Trehcher	$125.00	PO RENTAL	$106 / HR	$35 / HR
h	Street / Concrete Saw	$115.00	PO RENTAL	$125.00	$35 / HR
i	Dump Truck	$165.00	PO RENTAL	$400.00	$150/ H R
j	Flat tamp . Jumping Jack Tamp	$115.00	PO RENTAL	$175.00	$25 / HR
	CAPABILITY TO HAVE QUALIFIED TECHNICIAN RESPOND TO EMERGENCY REPAIR REQUEST WITHIN TWO (2)	YES	YES	YES	YES
	NUMBER of FULLY QUALIFIED TECHNICIANS	4	12	30	8

BIDS MAILED: 13 HALL: 9

BIDS RECEIVED: 4 (0-NO BIDS) HALL: 2

GPR 233 Vendors Received Emails

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

CONTRACT EXECUTION SIGNATURE REQUEST

Date: June 8, 2026

To: David Gibbs, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 018-47

Bid/Contract Name: Emergency Plumbing Repair Services Annual Contract

Department(s) Requesting Contract: Multiple

Award Recipient Name: Freedom Plumbing Pro Rooter, LLC and Stripes Plumbing Contractors

Contract Description:

☒ Annual Contract ☒ New ☐ Renewal

FY 2026 Projected Spend: $55,416

☐ Price Increase Requested Increase Percentage: 0%

☒ Project/Service Contract FY 27 Estimated Amount:$56,524

☐ Product Contract Estimated Amount:

Comment:

Year one (1) of a possible five (5) year contract.
Due to the demand for emergency plumbing situations, Central Services requested that contract #012-45 Plumbing Repair Services be rebid to add an additional contractor. After reviewing the proposals and the bid tabulation, Central Services has recommended that this new contract be awarded to Freedom Plumbing Pro Rooter, LLC and Stripes Plumbing Contractors.
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: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
Exhibit B – Contract for Services

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT #018-47

For the provision of

Emergency Plumbing Repair Services Annual Contract

ARTICLE #101 – INTRODUCTION

This Contract for emergency plumbing repair services(hereinafter "Services") is made and as entered into as of_____ (effective date) is by and between Hall County, Georgia, (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Freedom Plumbing Pro Rooter LLC which is principally located at 3912 Hidden Meadows Dr Gainesville GA 30506. (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
Kevin Ivey
Department Head
Central Services Department
1694 Barber Rd.
Gainesville, GA 30507
kivey@hallcounty.org
Ph: (770) 531-6823

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

CONTRACTOR'S CONTACT INFORMATION

Contact Name(s): Cory Gates & Angie Craft

Email Address(es): cgates@freedomplumbingpro.com admin@freedomplumbingpro.com

Phone Number(s): 770-977-9300 Cell: 678-630-6954

Physical Address: 3912 Hidden Meadows Drive

City/State/ZIP: Gainesville GA 30506

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

For multi-year contracts, the term will be for five (5) years, with one (1) initial year followed by four (4) one-year renewal options. Renewals are not automatic nor guaranteed.

ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION

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

ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE

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

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

Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable control of and without the fault or negligence of the Contractor. If the Services to be provided to the County are interrupted by a force majeure event, as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due to the Contractor under this Contract. If delay results from a third-party's negligent conduct or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract.

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

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

B. **Obligations Beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to *ARTICLE #108 – TERMINATION PROVISIONS.*

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

ARTICLE #108 – TERMINATION PROVISIONS

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

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

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

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

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

E. **Termination due to Failure of Contractor to Act.** The County may terminate the Contract for any of the following reasons effective immediately without advance notice:
   1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
   2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees, have caused, or reasonably could cause, life, health, or safety to be jeopardized.
   3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal, or maliciously incorrect.
   4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in *ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS*.

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

G. **Contractor's Termination Duties.** Upon receipt of a Notice of Termination, the Contractor shall:
   1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of Notice of Termination describing the status of all work under the Contract including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
   2. Immediately cease use and return to the County any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
   3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.
   4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the Notification of Termination and the substitution of any replacement Contractor.
   5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

H. **Liquidated Damages – N/A for this contract.**

ARTICLE #109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY

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

ARTICLE #110 – ASSIGNMENT AND DELEGATION BY CONTRACTOR

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

ARTICLE #111 – USE OF THIRD PARTIES

This Contract is for the benefit of the Parties hereto only and is not intended to benefit any third party or give rise to any duty or causes of action for any third party. All restrictions, obligations, and responsibilities of the Contractor under the Contract shall also apply to third parties, if allowed

in writing by the County. Any Contract with a third-party must also preserve the rights of the County.

ARTICLE #112 – ENTIRE CONTRACT

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

ARTICLE #113 – SEVERABILITY

If any paragraph, sub-paragraph, sentence, clause, phrase, or portion of this Contract is declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this Contract as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the remaining portions of this Contract not so held to be invalid or the application of this Contract to other circumstances not so held to be invalid.

ARTICLE #114 – RECORDS

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

ARTICLE #115 – ADDITIONAL TERMS AND CONDITIONS

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

ARTICLE #116 – WAIVER

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

ARTICLE #117 – CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS

A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment, chemical, material, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County as quickly as possible. In the event of such replacement, Contractor shall (i) notify County of any resulting replacement, (ii) introduce an individual serving as a replacement to County, and/or (iii) provide County with a résumé and any other information regarding an individual that may be reasonably requested by County.
B. The County has the right to require the Contractor to reassign or remove any employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is

not suitable. The County's decision shall be final, and Contractor will remove the employee immediately and replace with a person of at least equivalent training, experience, and requisite qualifications as quickly as possible, subject to the County's approval.

C. Contractor agrees to obtain prior written approval from the County for the use of subcontractors to provide the Services described in Scope of Work prior to subcontractors' performance of work. Such non-disclosure of subcontractors may result in non-payment for Services.

ARTICLE #118 – INSURANCE REQUIREMENTS

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

Workers' Compensation Insurance: Required for all contracts.

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

Additional Provisions:

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

General Liability Insurance: Required for all service contracts.

- $2,000,000 General Aggregate
- $2,000,000 Products & Completed Operations Aggregate
- $1,000,000 Each Occurrence
- $1,000,000 Personal & Advertising Injury
- $500,000 Damages to Premises/Fire/Legal
- $5,000 Medical Payments

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

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

Additional Provisions:

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

Umbrella Liability Insurance: Required for all contracts.
$1,000,000 per Occurrence

Additional Provisions: Required for all contracts.

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

Cyber Insurance: Required for all software, computer hardware installation, data access, data integrations, data usage, cloud storage, SaaS, and or technology related contracts.

- $1,000,000 Each Claim/Wrongful Act
- $2,000,000 Annual Aggregate
- $1,000,000 Business Interruption
- $1,000,000 Data Recovery
- $500,000 Cyber Extortion Expenses
- $50,000 Cyber Extortion/Ransom Payments
- If written on a claim's made policy, the policy must be maintained for at least two (2) years after the completion of the work and/or contract.

Additional Provisions: Coverage shall include at a minimum:

- Information Security & Privacy Liability
- Regulatory Fines and Penalties
- Payment Card Industry (PCI) – if credit cards and/or Contractoring information is obtained or accessed
- Ransomware

Professional Liability Insurance (Errors & Omissions): Required for all professional service contracts. This shall include any consultants, medical, legal, technical, insurance agents, or other professions that require proper licenses.

- $1,000,000 Each Claim/Wrongful Act
- $2,000,000 General Aggregate
- If written on a claim's made policy, the policy must be maintained for at least two (2) years after the completion of the work and/or contract.

ARTICLE #119 – NO WAIVER

A. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its

terms. The representatives of the Parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto.

B. **Solicitation**. The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
C. **Vehicles and Equipment.** Except for any specified County-owned equipment and vehicles listed herein, Contractor warrants that no Contractor employees, subcontractors or others will operate County-owned vehicles or equipment in the performance of this Contract without express written consent from the County. Contractor shall be responsible for providing all transportation and equipment necessary to deliver the Services under the Contract.

ARTICLE #120 – INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

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

ARTICLE #121 – COMPENSATION

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

ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR

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

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

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

B. **Invoice/Payment**
   1. Contractor shall invoice the County via email each month sent solely to accountspayable@hallcounty.org and only after the County inspects and accepts the Services provided. Receipt of the Services and/or materials does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in *Exhibit C – Cost Proposal Worksheet.*
   2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Each invoice shall include the Contractor's current "Remit to" address, a description of the Services provided, the invoice amount, the Contract number, and the associated PO number issued.
   3. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted. The County does not pay for services not yet received but only in arrears except by written acceptance of pre-payment or deposit.
   4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract, including sales and use taxes.
   5. Contractor must submit Applications for Payment (Pay Apps) in accordance with the conditions of the Contract.
   6. If monthly progress payments are agreed upon, then County will make such payments upon inspection of services completed by the County's Project Manager. Additionally, the County may employ Engineers of Record.
   7. Retainage payments shall be paid by County after final acceptance of work.

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

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

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

F. The Contractor must not factor or assign payments to another entity or a financial institution. The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this bid

ARTICLE #124 – RETAINAGE – N/A for this bid

ARTICLE #125 – VENUE AND GOVERNING LAW

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

ARTICLE #126 – NOTICE OF INTENT TO LITIGATE

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

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

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

ARTICLE #128 – ORDER OF PRECEDENCE

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

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

ARTICLE #129 – CONTRACT EXHIBITS AND ATTACHMENTS

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

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

ARTICLE #130 – SALES TAX EXEMPTION STATUS

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

ARTICLE #131 – HOLD HARMLESS AGREEMENT

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

ARTICLE #132 – NOT A JOINT VENTURE

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

ARTICLE #133 – CONTRACT TERMS AND CONDITIONS

1. All purchases must comply with the Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the terms and conditions herein and the Official Code of Hall County, the latter will govern.
3. The terms and conditions set herein shall supersede and govern over all vendor's terms and conditions or service level agreements.
4. The County retains the right to "red line" sections of the vendor's terms and conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order (PO) and delivery of goods or services shall be deemed as the vendor's full and complete acceptance of the County's terms and conditions.
6. The terms supplier, vendor, bidder, offeror, contractor, consultant, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one and the same, herein denoted as "supplier" for goods and "contractor" for services.
7. The terms goods, materials, commodities, components, drawings, drafts, renderings, plans (physical or digital), software, SaaS, capital asset equipment, vehicles, heavy earth-moving or other equipment (purchased or leased), or other such deliverables are herein denoted as "goods" and shall mean one and the same.
8. "Services" shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning, or otherwise where services are offered for consideration.
9. The County's payment terms are net 30 days (N30) in arrears. The County does not pay for services not yet rendered or goods not received and accepted. The County holds no obligation to goods delivered or services rendered that were not ordered and specified in writing. The

vendor shall only deliver goods and services as described on the PO and within the Scope of Work and the vendor's bid response.

10. The vendor shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
11. The vendor shall not construe any verbal consent to purchase goods or services as valid.
12. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or specifications set forth in the PO, contract, or agreement unless mutually agreed in writing by both Parties.
13. The County does not accept automatic contract renewals except for monthly subscription services.
14. The County does not pay deposits towards goods ordered or services not yet rendered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
15. The County will accept back orders only if goods are out of stock and with prior written notice. The vendor shall ship all quantities that it has in stock and hold orders for back orders.
16. The County participates in cooperative purchasing agreements, State of Georgia Statewide Contracts, and other state and local intergovernmental agreements, memorandums of understanding, and other such agreements.
17. For all legalities, the jurisdiction shall be the State of Georgia, County of Hall.
18. Deliveries shall be made to the ship-to address(es) listed on the PO and within the specified time. The vendor must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
19. Risk of loss of the goods shall pass to the County upon inspection and acceptance only. Receipt of goods or services does not constitute acceptance. Title to goods shall remain with the vendor until acceptance by the County.
20. The vendor warrants that its goods and services are merchantable, and it has a legal right to deliver the goods and services and as described herein.
21. The County shall have the right to inspect all goods or services at the time and place of delivery.
22. No right or interest in the contract shall be assigned by the vendor without written permission of the County, and no delegation of any obligation owed or the performance of any obligation by the vendor shall be made without the written permission of the County. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
23. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
24. This issuance of a PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 et seq. of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
25. All goods and services supplied pursuant to a PO shall, unless otherwise noted, conform exactly to all the descriptions, specifications, exhibits, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other solicitations upon which the PO is based, and the terms, conditions, and specifications of the solicitation are incorporated herein by reference and made a part hereof.
26. All media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials owned by the County shall become and remain County property and shall be delivered to the County upon request.
27. Invoices should be submitted to the County as described in the PO. Each PO number and/or contract number must be shown on each invoice submitted.

28. A PO issued with an attached contract or agreement, the terms and conditions of the attached contract or agreement shall govern in the event of any conflict with these terms and conditions.
29. The vendor may be suspended, terminated, or debarred if it is determined that it has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein. Thus, the vendor certifies that it and any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
30. The vendor certifies that it is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
31. Goods are Free-On-Board (F.O.B.) destination unless otherwise denoted. Freight, shipping, and delivery shall be pre-paid and added to the invoice as a separate line item. The vendor shall charge the County the exact amount of freight, delivery, handling, and insurance charges.
32. The County does not pay late fees nor interest charges.
33. The County is not bound to any minimum or maximum quantity or dollar amount set by the vendor.
34. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.
35. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Contractor's Full Legal Name Below:

Freedom Plumbing Pro Rooter

By: _____

Print Name: Cory Gates

Title: principal

HALL COUNTY, GEORGIA

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

Date: _____

Sworn to and subscribed before me this

26 Day of MAY, 2026

Attestation: _____
Commission Clerk

Notary Public: B. Bowen

Notary commission expires: 3/17/30

[Seal or Stamp]

BRITTANY BOWEN NOTARY PUBLIC HALL COUNTY, GEORGIA MY COMMISSION EXPIRES MARCH 17, 2030

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
Exhibit B – Contract for Services

Original

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT #018-47

For the provision of

Emergency Plumbing Repair Services Annual Contract

ARTICLE #101 – INTRODUCTION

This Contract for emergency plumbing repair services(hereinafter "Services") is made and as entered into as of _____ (effective date) is by and between Hall County, Georgia, (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Stripes Plumbing Contractors which is principally located at 2427 Hilton Way Ste. A 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
Kevin Ivey
Department Head
Central Services Department
1694 Barber Rd.
Gainesville, GA 30507
kivey@hallcounty.org
Ph: (770) 531-6823

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

CONTRACTOR'S CONTACT INFORMATION

Contact Name(s): David Medders - Owner

Email Address(es): stripesdavidcm@usa.com

Phone Number(s): 770-536-1882

Physical Address: 2427 Hilton Way Ste. A

City/State/ZIP: Gainesville, GA 30501

REMIT TO ADDRESS (if different): N/A

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

For multi-year contracts, the term will be for five (5) years, with one (1) initial year followed by four (4) one-year renewal options. Renewals are not automatic nor guaranteed.

ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION

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

ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE

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

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

Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable control of and without the fault or negligence of the Contractor. If the Services to be provided to the County are interrupted by a force majeure event, as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due to the Contractor under this Contract. If delay results from a third-party's negligent conduct or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract.

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

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

B. **Obligations Beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to *ARTICLE #108 – TERMINATION PROVISIONS.*

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

ARTICLE #108 – TERMINATION PROVISIONS

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

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

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

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

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

E. **Termination due to Failure of Contractor to Act.** The County may terminate the Contract for any of the following reasons effective immediately without advance notice:
   1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
   2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees, have caused, or reasonably could cause, life, health, or safety to be jeopardized.
   3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal, or maliciously incorrect.
   4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in *ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS.*

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

G. **Contractor's Termination Duties.** Upon receipt of a Notice of Termination, the Contractor shall:
   1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of Notice of Termination describing the status of all work under the Contract including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
   2. Immediately cease use and return to the County any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
   3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.
   4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the Notification of Termination and the substitution of any replacement Contractor.
   5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

H. **Liquidated Damages – N/A for this contract.**

ARTICLE #109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY

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

ARTICLE #110 – ASSIGNMENT AND DELEGATION BY CONTRACTOR

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

ARTICLE #111 – USE OF THIRD PARTIES

This Contract is for the benefit of the Parties hereto only and is not intended to benefit any third party or give rise to any duty or causes of action for any third party. All restrictions, obligations, and responsibilities of the Contractor under the Contract shall also apply to third parties, if allowed

in writing by the County. Any Contract with a third-party must also preserve the rights of the County.

ARTICLE #112 – ENTIRE CONTRACT

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

ARTICLE #113 – SEVERABILITY

If any paragraph, sub-paragraph, sentence, clause, phrase, or portion of this Contract is declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this Contract as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the remaining portions of this Contract not so held to be invalid or the application of this Contract to other circumstances not so held to be invalid.

ARTICLE #114 – RECORDS

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

ARTICLE #115 – ADDITIONAL TERMS AND CONDITIONS

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

ARTICLE #116 – WAIVER

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

ARTICLE #117 – CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS

A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment, chemical, material, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County as quickly as possible. In the event of such replacement, Contractor shall (i) notify County of any resulting replacement, (ii) introduce an individual serving as a replacement to County, and/or (iii) provide County with a résumé and any other information regarding an individual that may be reasonably requested by County.
B. The County has the right to require the Contractor to reassign or remove any employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is

not suitable. The County's decision shall be final, and Contractor will remove the employee immediately and replace with a person of at least equivalent training, experience, and requisite qualifications as quickly as possible, subject to the County's approval.

C. Contractor agrees to obtain prior written approval from the County for the use of subcontractors to provide the Services described in Scope of Work prior to subcontractors' performance of work. Such non-disclosure of subcontractors may result in non-payment for Services.

ARTICLE #118 – INSURANCE REQUIREMENTS

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

Workers' Compensation Insurance: Required for all contracts.

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

Additional Provisions:

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

General Liability Insurance: Required for all service contracts.

- $2,000,000 General Aggregate
- $2,000,000 Products & Completed Operations Aggregate
- $1,000,000 Each Occurrence
- $1,000,000 Personal & Advertising Injury
- $500,000 Damages to Premises/Fire/Legal
- $5,000 Medical Payments

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

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

Additional Provisions:

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

Umbrella Liability Insurance: Required for all contracts.
$1,000,000 per Occurrence

Additional Provisions: Required for all contracts.

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

Cyber Insurance: Required for all software, computer hardware installation, data access, data integrations, data usage, cloud storage, SaaS, and or technology related contracts.

- $1,000,000 Each Claim/Wrongful Act
- $2,000,000 Annual Aggregate
- $1,000,000 Business Interruption
- $1,000,000 Data Recovery
- $500,000 Cyber Extortion Expenses
- $50,000 Cyber Extortion/Ransom Payments
- If written on a claim's made policy, the policy must be maintained for at least two (2) years after the completion of the work and/or contract.

Additional Provisions: Coverage shall include at a minimum:

- Information Security & Privacy Liability
- Regulatory Fines and Penalties
- Payment Card Industry (PCI) – if credit cards and/or Contractoring information is obtained or accessed
- Ransomware

Professional Liability Insurance (Errors & Omissions): Required for all professional service contracts. This shall include any consultants, medical, legal, technical, insurance agents, or other professions that require proper licenses.

- $1,000,000 Each Claim/Wrongful Act
- $2,000,000 General Aggregate
- If written on a claim's made policy, the policy must be maintained for at least two (2) years after the completion of the work and/or contract.

ARTICLE #119 – NO WAIVER

A. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its

terms. The representatives of the Parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto.

B. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.

C. **Vehicles and Equipment.** Except for any specified County-owned equipment and vehicles listed herein, Contractor warrants that no Contractor employees, subcontractors or others will operate County-owned vehicles or equipment in the performance of this Contract without express written consent from the County. Contractor shall be responsible for providing all transportation and equipment necessary to deliver the Services under the Contract.

ARTICLE #120 – INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

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

ARTICLE #121 – COMPENSATION

A. The County will pay the Contractor for the Services provided pursuant to this Contract and in accordance with the prices quoted and conditions set forth in the Bidder's response on *Exhibit C – Cost Proposal Worksheet*, which is attached hereto and incorporated into this Contract as if fully set forth herein. Payments will be made monthly in arrears to the Contractor after acceptance of the Contractor's delivered Services by the County, and after receiving receipt of undisputed invoice to the County.

B. Prices quoted shall be firm and fixed throughout the term of this Contract, unless otherwise amended or modified by mutual agreement.

C. Cost may be prorated for Services added or removed under this Contract to align cost with the remaining term of Contract.

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

ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR

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

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

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

B. **Invoice/Payment**

1. Contractor shall invoice the County via email each month sent solely to accountspayable@hallcounty.org and only after the County inspects and accepts the Services provided. Receipt of the Services and/or materials does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in *Exhibit C – Cost Proposal Worksheet.*
2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Each invoice shall include the Contractor's current "Remit to" address, a description of the Services provided, the invoice amount, the Contract number, and the associated PO number issued.
3. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted. The County does not pay for services not yet received but only in arrears except by written acceptance of pre-payment or deposit.
4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract, including sales and use taxes.
5. Contractor must submit Applications for Payment (Pay Apps) in accordance with the conditions of the Contract.
6. If monthly progress payments are agreed upon, then County will make such payments upon inspection of services completed by the County's Project Manager. Additionally, the County may employ Engineers of Record.
7. Retainage payments shall be paid by County after final acceptance of work.

C. **Unsatisfactory Performance/Delay of Payment**

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

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

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

F. The Contractor must not factor or assign payments to another entity or a financial institution. The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this bid

ARTICLE #124 – RETAINAGE – N/A for this bid

ARTICLE #125 – VENUE AND GOVERNING LAW

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

ARTICLE #126 – NOTICE OF INTENT TO LITIGATE

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

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

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

ARTICLE #128 – ORDER OF PRECEDENCE

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

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

ARTICLE #129 – CONTRACT EXHIBITS AND ATTACHMENTS

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

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

ARTICLE #130 – SALES TAX EXEMPTION STATUS

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

ARTICLE #131 – HOLD HARMLESS AGREEMENT

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

ARTICLE #132 – NOT A JOINT VENTURE

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

ARTICLE #133 – CONTRACT TERMS AND CONDITIONS

1. All purchases must comply with the Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the terms and conditions herein and the Official Code of Hall County, the latter will govern.
3. The terms and conditions set herein shall supersede and govern over all vendor's terms and conditions or service level agreements.
4. The County retains the right to "red line" sections of the vendor's terms and conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order (PO) and delivery of goods or services shall be deemed as the vendor's full and complete acceptance of the County's terms and conditions.
6. The terms supplier, vendor, bidder, offeror, contractor, consultant, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one and the same, herein denoted as "supplier" for goods and "contractor" for services.
7. The terms goods, materials, commodities, components, drawings, drafts, renderings, plans (physical or digital), software, SaaS, capital asset equipment, vehicles, heavy earth-moving or other equipment (purchased or leased), or other such deliverables are herein denoted as "goods" and shall mean one and the same.
8. "Services" shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning, or otherwise where services are offered for consideration.
9. The County's payment terms are net 30 days (N30) in arrears. The County does not pay for services not yet rendered or goods not received and accepted. The County holds no obligation to goods delivered or services rendered that were not ordered and specified in writing. The

vendor shall only deliver goods and services as described on the PO and within the Scope of Work and the vendor's bid response.

10. The vendor shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
11. The vendor shall not construe any verbal consent to purchase goods or services as valid.
12. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or specifications set forth in the PO, contract, or agreement unless mutually agreed in writing by both Parties.
13. The County does not accept automatic contract renewals except for monthly subscription services.
14. The County does not pay deposits towards goods ordered or services not yet rendered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
15. The County will accept back orders only if goods are out of stock and with prior written notice. The vendor shall ship all quantities that it has in stock and hold orders for back orders.
16. The County participates in cooperative purchasing agreements, State of Georgia Statewide Contracts, and other state and local intergovernmental agreements, memorandums of understanding, and other such agreements.
17. For all legalities, the jurisdiction shall be the State of Georgia, County of Hall.
18. Deliveries shall be made to the ship-to address(es) listed on the PO and within the specified time. The vendor must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
19. Risk of loss of the goods shall pass to the County upon inspection and acceptance only. Receipt of goods or services does not constitute acceptance. Title to goods shall remain with the vendor until acceptance by the County.
20. The vendor warrants that its goods and services are merchantable, and it has a legal right to deliver the goods and services and as described herein.
21. The County shall have the right to inspect all goods or services at the time and place of delivery.
22. No right or interest in the contract shall be assigned by the vendor without written permission of the County, and no delegation of any obligation owed or the performance of any obligation by the vendor shall be made without the written permission of the County. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
23. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
24. This issuance of a PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 et seq. of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
25. All goods and services supplied pursuant to a PO shall, unless otherwise noted, conform exactly to all the descriptions, specifications, exhibits, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other solicitations upon which the PO is based, and the terms, conditions, and specifications of the solicitation are incorporated herein by reference and made a part hereof.
26. All media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials owned by the County shall become and remain County property and shall be delivered to the County upon request.
27. Invoices should be submitted to the County as described in the PO. Each PO number and/or contract number must be shown on each invoice submitted.

28. A PO issued with an attached contract or agreement, the terms and conditions of the attached contract or agreement shall govern in the event of any conflict with these terms and conditions.
29. The vendor may be suspended, terminated, or debarred if it is determined that it has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein. Thus, the vendor certifies that it and any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
30. The vendor certifies that it is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
31. Goods are Free-On-Board (F.O.B.) destination unless otherwise denoted. Freight, shipping, and delivery shall be pre-paid and added to the invoice as a separate line item. The vendor shall charge the County the exact amount of freight, delivery, handling, and insurance charges.
32. The County does not pay late fees nor interest charges.
33. The County is not bound to any minimum or maximum quantity or dollar amount set by the vendor.
34. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.
35. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Contractor's Full Legal Name Below:

Jessica Lynn Payne

By: Payne

Print Name: Stripes Plumbing Contractors

Title: Office Manager

Sworn to and subscribed before me this

4th Day of June, 2026.

Notary Public: [signature]

Notary commission expires: 2/25/28

[Seal or Stamp]

VICTORIA SILVA
NOTARY PUBLIC
Hall County
State of Georgia
My Comm. Expires Feb. 25, 2028

HALL COUNTY, GEORGIA

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

Date: _____

Attestation: _____
Commission Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

Scanned with CamScanner

AGENDA ITEM

Central Services

REPORT TO: **Work Session (06/22/26)**

REPORT TO: **Voting Meeting (06/25/26)**

ITEM NO: 384/2026

SUBJECT: Approve the award of RFQ/P #47-003 Demand Services for On-Call Plumbing Contractors for various County departments to S & S Industrial Services, LLC of Lula, GA, Maxair Mechanical, LLC of Marietta, GA, Conditioned Air Systems, Inc. of Gainesville, GA and Freedom Plumbing Pro Rooter, LLC of Gainesville, GA. The estimated annual cost is $100,000.00.

Meetings:

Work Session Date: 06/22/26

Voting Meeting Date: 06/25/26

Executive Summary:

Presenter: TS

Recommendation:
Approve.

Purpose of Request:
Approve the award of RFQ/P #47-003 Demand Services for On-Call Plumbing Contractors for various County departments to S & S Industrial Services, LLC of Lula, GA, Maxair Mechanical, LLC of Marietta, GA, Conditioned Air Systems, Inc. of Gainesville, GA and Freedom Plumbing Pro Rooter, LLC of Gainesville, GA. The estimated annual cost is $100,000.00.

History:

This bid establishes a pool of qualified plumbing contractors to provide services on an as needed basis via task orders.

Facts and Issues:

Options:

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

After evaluations, Central Services requested that all four (4) vendors that responded be awarded this contract.

Conditioned Air Systems, Inc. is a current vendor with the County and they are in good standing. The other three (3) vendors will be new to the County for FY 2027.

Competitive pricing will be solicited through the issuance of Task Orders throughout the year.

Funding Requested	$ 100,000.00
Are funds within current budget?	Yes
Source of Funds	Various
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

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

Attachments:

Financial Supplement
Bid Tabulation
Signature Authorization Request
Contracts
EXHIBIT C- Freedom Plumbing
EXHIBIT C - Conditioned Air
EXHIBIT C- Maxair
EXHIBIT C - S&S

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 384/2026

Funds Requested: $ 100,000.00

Request Budgeted: Yes

Proposed Source of Funding:

Various

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2027	TBD	TBD	522200-REPAIRS AND MAINTENANCE	$100,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: TS

Phone: 770-531-3900

RFQ/P #47-003, Demand Services for On-Demand Plumbing

Bid Tab Summary

SCORES	**S & S Industrial**	**Maxair Mechanical**	**Conditioned Air**	**Freedom Plumbing**
Average Technical Scores	627.00	693.00	800.00	760.00
Average Cost Scores	183.33	83.33	200.00	188.33
Total Scores	**810**	**776**	**1000**	**948**

Number of bids emailed	15
Number of bids emailed to Hall Co	11
Total responses	4
Number of Hall Co responses	3
No Bids	0

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

CONTRACT EXECUTION SIGNATURE REQUEST

Date: June 3, 2026

To: David Gibbs, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 47-003

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

Department(s) Requesting Contract: Multiple

Award Recipient Name: S & S Industrial Services, LLC, Maxair Mechanical, LLC, Conditioned Air Systems, Inc. and Freedom Plumbing Pro Rooter, LLC

Contract Description:

☒ Annual Contract ☒ New ☐ Renewal

FY 2026 Projected Spend: $257,057

☐ Price Increase Requested Increase Percentage: 0%

☒ Project/Service Contract FY 27 Estimated Amount:$100,000

☐ Product Contract Estimated Amount: $

Comment:
Year one (1) of a possible five (5) year contract.
After evaluating the technical and cost scores, Central Services has requested that S & S Industrial, LLC, Maxair Mechanical, LLC, Conditioned Air Systems, Inc. and Freedom Plumbing Pro Rooter, LLC all be awarded into the pool of contractors for this new FY 2027 contract.
Conditioned Air Systems, Inc., is a current with the County and is in good standing. The other three (3) vendors will all be new to the County for FY 2027.
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: 770.531.6711

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 #47-003

For the provision of

Demand Services for On-Call Plumbing

ARTICLE #101 – INTRODUCTION

This Contract for on-call plumbing (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 S&S industrial Services LLC which is principally located at 181 Barefoot Road Lula, GA 30554 (hereinafter "Contractor").

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

WHEREAS nothing contained in this Contract shall be construed to convert the Contractor or any of its employees 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
Lamar Jones
Maintenance Project Manager
Hall County Central Services
1694 Barber Rd
Gainesville, GA 30507
ljones@hallcounty.org
Ph: (770) 531-6823

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

CONTRACTOR'S CONTACT INFORMATION

Contact Name(s): Andrew Veal, Craig Smith, Robert "Wes" McGullion

Email Address(es): ss.industrialservicesllc@gmail.com, craig@septicga.com, wes@septicga.com

Phone Number(s): Main: (678) 649-8044 AV: (706) 380-5884 CS: (678) 865-6595

Physical Address: 181 Barefoot Road

City/State/ZIP: Lula, GA. 30554

REMIT TO ADDRESS (if different): Same as listed above

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

For multi-year contracts, the term will be for five (5) years, with one (1) initial year followed by four (4) one-year renewal options. Renewals are not automatic nor guaranteed.

ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION

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

ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE

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

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

Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable control of and without the fault or negligence of the Contractor. If the Services to be provided to the County are interrupted by a force majeure event, as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due to the Contractor under this Contract. If delay results from a third-party's negligent conduct or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract.

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

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

B. **Obligations Beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to *ARTICLE #108 – TERMINATION PROVISIONS*.

C. **Transition Cooperation with the County and Cooperation with Other Contractors.** Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and reasonable cooperation and assistance to the County to ensure an

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

ARTICLE #108 – TERMINATION PROVISIONS

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

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

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

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

3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

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

E. **Termination due to Failure of Contractor to Act.** The County may terminate the Contract for any of the following reasons effective immediately without advance notice:
   1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
   2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees, have caused, or reasonably could cause, life, health, or safety to be jeopardized.
   3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal, or maliciously incorrect.
   4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in *ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS*.

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

G. **Contractor's Termination Duties.** Upon receipt of a Notice of Termination, the Contractor shall:
   1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of Notice of Termination describing the status of all work under the Contract including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
   2. Immediately cease use and return to the County any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
   3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.
   4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the Notification of Termination and the substitution of any replacement Contractor.
   5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

H. **Liquidated Damages: N/A for this contract.**

ARTICLE #109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY

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

ARTICLE #110 – ASSIGNMENT AND DELEGATION BY CONTRACTOR
The Contractor shall not assign or delegate this Contract, or any performance required by it, in whole or in part, without the prior expressed written consent of the County.

ARTICLE #111 – USE OF THIRD PARTIES
This Contract is for the benefit of the Parties hereto only and is not intended to benefit any third party or give rise to any duty or causes of action for any third party. All restrictions, obligations, and responsibilities of the Contractor under the Contract shall also apply to third parties, if allowed in writing by the County. Any Contract with a third-party must also preserve the rights of the County.

ARTICLE #112 – ENTIRE CONTRACT
This Contract, as executed and approved, shall constitute the entire agreement between the Parties and supersedes all other prior and contemporaneous statements, agreements, and understandings between the Parties. No written or oral statements, agreements, or understandings that are not set out, referenced, or specifically incorporated in this Contract shall in any way be binding or of effect between the Parties.

ARTICLE #113 – SEVERABILITY
If any paragraph, sub-paragraph, sentence, clause, phrase, or portion of this Contract is declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this Contract as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the remaining portions of this Contract not so held to be invalid or the application of this Contract to other circumstances not so held to be invalid.

ARTICLE #114 – RECORDS
A. **Public Records Request.** The Georgia Open Records Act, as provided in O.C.G.A. § 50-18-70 et seq, requires procurement records and all other records received by or prepared or maintained on behalf of the County shall be made open to public inspection unless otherwise provided by law.
B. **Record Retention and Access.** The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the County throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

ARTICLE #115 – ADDITIONAL TERMS AND CONDITIONS
The County shall not be bound by any terms and conditions included in any Contractor's sales orders, literature, packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level agreements, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

ARTICLE #116 – WAIVER

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

ARTICLE #117 – CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS

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

B. The County has the right to require the Contractor to reassign or remove any employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is not suitable. The County's decision shall be final, and Contractor will remove the employee immediately and replace with a person of at least equivalent training, experience, and requisite qualifications as quickly as possible, subject to the County's approval.

C. Contractor agrees to obtain prior written approval from the County for the use of subcontractors to provide the Services described in Scope of Work prior to subcontractors' performance of work. Such non-disclosure of subcontractors may result in non-payment for Services.

ARTICLE #118 – INSURANCE REQUIREMENTS

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

Workers' Compensation Insurance: Required for all contracts.

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

Additional Provisions:

Waiver of Subrogation. The insurer agrees to waive all rights of subrogation against Hall County Board of Commissioners (BOC), its elected or appointed officers, officials, agents, authorized volunteers, and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for Hall County BOC. This provision applies

regardless of whether or not Hall County BOC has received a waiver of subrogation from the insurer.

General Liability Insurance: Required for all service contracts.

- $2,000,000 General Aggregate
- $2,000,000 Products & Completed Operations Aggregate
- $1,000,000 Each Occurrence
- $1,000,000 Personal & Advertising Injury
- $500,000 Damages to Premises/Fire/Legal
- $5,000 Medical Payments

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

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

Additional Provisions:

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

Umbrella Liability Insurance: Required for all contracts.
$1,000,000 per Occurrence

Additional Provisions: Required for all contracts.

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

Professional Liability Insurance (Errors & Omissions): Required for all professional service contracts. This shall include any consultants, medical, legal, technical, insurance agents, or other professions that require proper licenses.

- $1,000,000 Each Claim/Wrongful Act
- $2,000,000 General Aggregate
- If written on a claim's made policy, the policy must be maintained for at least two (2) years after the completion of the work and/or contract.

ARTICLE #119 – NO WAIVER

A. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its

terms. The representatives of the Parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto.

B. **Solicitation**. The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
C. **Vehicles and Equipment.** Except for any specified County-owned equipment and vehicles listed herein, Contractor warrants that no Contractor employees, subcontractors or others will operate County-owned vehicles or equipment in the performance of this Contract without express written consent from the County. Contractor shall be responsible for providing all transportation and equipment necessary to deliver the Services under the Contract.

ARTICLE #120 – INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

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

ARTICLE #121 – COMPENSATION

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

ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR

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

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

   The Scope of Services shall remain in effect from the NTP date to substantial completion of the project. The Parties agree that the County will not pay or otherwise compensate the Contractor for any services, labor, materials, equipment, devices, or components thereof outside of the Scope of Work and/or beyond the term of this Contract, unless specifically

authorized in writing as evidenced by an amendment pursuant to *ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION*, a time extension letter, or as otherwise authorized by the County.

B. **Invoice/Payment**
   1. Contractor shall invoice the County via email each month sent solely to accountspayable@hallcounty.org and only after the County inspects and accepts the Services provided. Receipt of the Services and/or materials does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in *Exhibit C – Cost Proposal Worksheet.*
   2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Each invoice shall include the Contractor's current "Remit to" address, a description of the Services provided, the invoice amount, the Contract number, and the associated PO number issued.
   3. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted. The County does not pay for services not yet received but only in arrears except by written acceptance of pre-payment or deposit.
   4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract, including sales and use taxes.
   5. Contractor must submit Applications for Payment (Pay Apps) in accordance with the conditions of the Contract.
   6. If monthly progress payments are agreed upon, then County will make such payments upon inspection of services completed by the County's Project Manager. Additionally, the County may employ Engineers of Record.
   7. Retainage payments shall be paid by County after final acceptance of work.

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

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

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

F. The Contractor must not factor or assign payments to another entity or a financial institution. The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS

Not required for this solicitation; however, each future task order will contain bonding instructions, if necessary.

ARTICLE #124 – RETAINAGE

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

ARTICLE #125 – VENUE AND GOVERNING LAW

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

ARTICLE #126 – NOTICE OF INTENT TO LITIGATE

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

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

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

ARTICLE #128 – ORDER OF PRECEDENCE

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

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

3. Attachments appended to the Contract.
4. All other Contract attachments appended to the Contract.

ARTICLE #129 – CONTRACT EXHIBITS AND ATTACHMENTS

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

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

ARTICLE #130 – SALES TAX EXEMPTION STATUS

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

ARTICLE #131 – HOLD HARMLESS AGREEMENT

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

ARTICLE #132 – NOT A JOINT VENTURE

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

ARTICLE #133 – CONTRACT TERMS AND CONDITIONS

1. All purchases must comply with the Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the terms and conditions herein and the Official Code of Hall County, the latter will govern.

3. The terms and conditions set herein shall supersede and govern over all vendor's terms and conditions or service level agreements.
4. The County retains the right to "red line" sections of the vendor's terms and conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order (PO) and delivery of goods or services shall be deemed as the vendor's full and complete acceptance of the County's terms and conditions.
6. The terms supplier, vendor, bidder, offeror, contractor, consultant, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one and the same, herein denoted as "supplier" for goods and "contractor" for services.
7. The terms goods, materials, commodities, components, drawings, drafts, renderings, plans (physical or digital), software, SaaS, capital asset equipment, vehicles, heavy earth-moving or other equipment (purchased or leased), or other such deliverables are herein denoted as "goods" and shall mean one and the same.
8. "Services" shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning, or otherwise where services are offered for consideration.
9. The County's payment terms are net 30 days (N30) in arrears. The County does not pay for services not yet rendered or goods not received and accepted. The County holds no obligation to goods delivered or services rendered that were not ordered and specified in writing. The vendor shall only deliver goods and services as described on the PO and within the Scope of Work and the vendor's bid response.
10. The vendor shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
11. The vendor shall not construe any verbal consent to purchase goods or services as valid.
12. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or specifications set forth in the PO, contract, or agreement unless mutually agreed in writing by both Parties.
13. The County does not accept automatic contract renewals except for monthly subscription services.
14. The County does not pay deposits towards goods ordered or services not yet rendered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
15. The County will accept back orders only if goods are out of stock and with prior written notice. The vendor shall ship all quantities that it has in stock and hold orders for back orders.
16. The County participates in cooperative purchasing agreements, State of Georgia Statewide Contracts, and other state and local intergovernmental agreements, memorandums of understanding, and other such agreements.
17. For all legalities, the jurisdiction shall be the State of Georgia, County of Hall.
18. Deliveries shall be made to the ship-to address(es) listed on the PO and within the specified time. The vendor must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
19. Risk of loss of the goods shall pass to the County upon inspection and acceptance only. Receipt of goods or services does not constitute acceptance. Title to goods shall remain with the vendor until acceptance by the County.
20. The vendor warrants that its goods and services are merchantable, and it has a legal right to deliver the goods and services and as described herein.
21. The County shall have the right to inspect all goods or services at the time and place of delivery.



22. No right or interest in the contract shall be assigned by the vendor without written permission of the County, and no delegation of any obligation owed or the performance of any obligation by the vendor shall be made without the written permission of the County. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
23. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
24. This issuance of a PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 et seq. of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
25. All goods and services supplied pursuant to a PO shall, unless otherwise noted, conform exactly to all the descriptions, specifications, exhibits, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other solicitations upon which the PO is based, and the terms, conditions, and specifications of the solicitation are incorporated herein by reference and made a part hereof.
26. All media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials owned by the County shall become and remain County property and shall be delivered to the County upon request.
27. Invoices should be submitted to the County as described in the PO. Each PO number and/or contract number must be shown on each invoice submitted.
28. A PO issued with an attached contract or agreement, the terms and conditions of the attached contract or agreement shall govern in the event of any conflict with these terms and conditions.
29. The vendor may be suspended, terminated, or debarred if it is determined that it has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein. Thus, the vendor certifies that it and any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
30. The vendor certifies that it is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
31. Goods are Free-On-Board (F.O.B.) destination unless otherwise denoted. Freight, shipping, and delivery shall be pre-paid and added to the invoice as a separate line item. The vendor shall charge the County the exact amount of freight, delivery, handling, and insurance charges.
32. The County does not pay late fees nor interest charges.
33. The County is not bound to any minimum or maximum quantity or dollar amount set by the vendor.
34. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.
35. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Contractor's Full Legal Name Below:

S&S INDUSTRIAL SERVICES LLC

By: R.W. McCullion

Print Name: R.W. McCullion

Title: SALES & MARKETING

Sworn to and subscribed before me this

21 Day of May, 2026.

Notary Public: Amy Miller

Notary commission expires: 4-3-2027

[Seal or Stamp]

HALL COUNTY, GEORGIA

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

Date: _____

Attestation: _____
Commission Clerk

AMY MILLER NOTARY PUBLIC COMMISSION EXPIRES Apr. 3, 2027 HALL COUNTY, GA

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 #47-003

For the provision of

Demand Services for On-Call Plumbing

ARTICLE #101 – INTRODUCTION

This Contract for on-call plumbing (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 Maxair Mechanical, LLC which is principally located at 814 Livingston CT SE Marietta, Ga 30067. (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
Lamar Jones
Maintenance Project Manager
Hall County Central Services
1694 Barber Rd
Gainesville, GA 30507
ljones@hallcounty.org
Ph: (770) 531-6823

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

CONTRACTOR'S CONTACT INFORMATION

Contact Name(s): Mark Loder

Email Address(es): mloder@maxairmech.com

Phone Number(s): 678-894-1690

Physical Address: 814 Livingston CT SE

City/State/ZIP: Marietta, Ga 30067

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

For multi-year contracts, the term will be for five (5) years, with one (1) initial year followed by four (4) one-year renewal options. Renewals are not automatic nor guaranteed.

ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION

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

ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE

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

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

Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable control of and without the fault or negligence of the Contractor. If the Services to be provided to the County are interrupted by a force majeure event, as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due to the Contractor under this Contract. If delay results from a third-party's negligent conduct or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract.

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

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

B. **Obligations Beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to *ARTICLE #108 – TERMINATION PROVISIONS.*

C. **Transition Cooperation with the County and Cooperation with Other Contractors.** Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and reasonable cooperation and assistance to the County to ensure an

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

ARTICLE #108 – TERMINATION PROVISIONS

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

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

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

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

3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

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

E. **Termination due to Failure of Contractor to Act.** The County may terminate the Contract for any of the following reasons effective immediately without advance notice:
   1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
   2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees, have caused, or reasonably could cause, life, health, or safety to be jeopardized.
   3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal, or maliciously incorrect.
   4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in *ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS*.

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

G. **Contractor's Termination Duties.** Upon receipt of a Notice of Termination, the Contractor shall:
   1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of Notice of Termination describing the status of all work under the Contract including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
   2. Immediately cease use and return to the County any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
   3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.
   4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the Notification of Termination and the substitution of any replacement Contractor.
   5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

H. **Liquidated Damages: N/A for this contract.**

ARTICLE #109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY

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

ARTICLE #110 – ASSIGNMENT AND DELEGATION BY CONTRACTOR

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

ARTICLE #111 – USE OF THIRD PARTIES

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

ARTICLE #112 – ENTIRE CONTRACT

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

ARTICLE #113 – SEVERABILITY

If any paragraph, sub-paragraph, sentence, clause, phrase, or portion of this Contract is declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this Contract as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the remaining portions of this Contract not so held to be invalid or the application of this Contract to other circumstances not so held to be invalid.

ARTICLE #114 – RECORDS

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

ARTICLE #115 – ADDITIONAL TERMS AND CONDITIONS

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

ARTICLE #116 – WAIVER

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

ARTICLE #117 – CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS

A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment, chemical, material, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County as quickly as possible. In the event of such replacement, Contractor shall (i) notify County of any resulting replacement, (ii) introduce an individual serving as a replacement to County, and/or (iii) provide County with a résumé and any other information regarding an individual that may be reasonably requested by County.
B. The County has the right to require the Contractor to reassign or remove any employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is not suitable. The County's decision shall be final, and Contractor will remove the employee immediately and replace with a person of at least equivalent training, experience, and requisite qualifications as quickly as possible, subject to the County's approval.
C. Contractor agrees to obtain prior written approval from the County for the use of subcontractors to provide the Services described in Scope of Work prior to subcontractors' performance of work. Such non-disclosure of subcontractors may result in non-payment for Services.

ARTICLE #118 – INSURANCE REQUIREMENTS

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

Workers' Compensation Insurance: Required for all contracts.

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

Additional Provisions:

Waiver of Subrogation. The insurer agrees to waive all rights of subrogation against Hall County Board of Commissioners (BOC), its elected or appointed officers, officials, agents, authorized volunteers, and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for Hall County BOC. This provision applies

regardless of whether or not Hall County BOC has received a waiver of subrogation from the insurer.

General Liability Insurance: Required for all service contracts.

- $2,000,000 General Aggregate
- $2,000,000 Products & Completed Operations Aggregate
- $1,000,000 Each Occurrence
- $1,000,000 Personal & Advertising Injury
- $500,000 Damages to Premises/Fire/Legal
- $5,000 Medical Payments

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

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

Additional Provisions:

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

Umbrella Liability Insurance: Required for all contracts.
$1,000,000 per Occurrence

Additional Provisions: Required for all contracts.

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

Professional Liability Insurance (Errors & Omissions): Required for all professional service contracts. This shall include any consultants, medical, legal, technical, insurance agents, or other professions that require proper licenses.

- $1,000,000 Each Claim/Wrongful Act
- $2,000,000 General Aggregate
- If written on a claim's made policy, the policy must be maintained for at least two (2) years after the completion of the work and/or contract.

ARTICLE #119 – NO WAIVER

A. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its

terms. The representatives of the Parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto.

B. **Solicitation**. The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
C. **Vehicles and Equipment.** Except for any specified County-owned equipment and vehicles listed herein, Contractor warrants that no Contractor employees, subcontractors or others will operate County-owned vehicles or equipment in the performance of this Contract without express written consent from the County. Contractor shall be responsible for providing all transportation and equipment necessary to deliver the Services under the Contract.

ARTICLE #120 – INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

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

ARTICLE #121 – COMPENSATION

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

ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR

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

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

   The Scope of Services shall remain in effect from the NTP date to substantial completion of the project. The Parties agree that the County will not pay or otherwise compensate the Contractor for any services, labor, materials, equipment, devices, or components thereof outside of the Scope of Work and/or beyond the term of this Contract, unless specifically

authorized in writing as evidenced by an amendment pursuant to *ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION*, a time extension letter, or as otherwise authorized by the County.

B. **Invoice/Payment**
   1. Contractor shall invoice the County via email each month sent solely to accountspayable@hallcounty.org and only after the County inspects and accepts the Services provided. Receipt of the Services and/or materials does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in *Exhibit C – Cost Proposal Worksheet.*
   2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Each invoice shall include the Contractor's current "Remit to" address, a description of the Services provided, the invoice amount, the Contract number, and the associated PO number issued.
   3. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted. The County does not pay for services not yet received but only in arrears except by written acceptance of pre-payment or deposit.
   4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract, including sales and use taxes.
   5. Contractor must submit Applications for Payment (Pay Apps) in accordance with the conditions of the Contract.
   6. If monthly progress payments are agreed upon, then County will make such payments upon inspection of services completed by the County's Project Manager. Additionally, the County may employ Engineers of Record.
   7. Retainage payments shall be paid by County after final acceptance of work.

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

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

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

F. The Contractor must not factor or assign payments to another entity or a financial institution. The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS

Not required for this solicitation; however, each future task order will contain bonding instructions, if necessary.

ARTICLE #124 – RETAINAGE

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

ARTICLE #125 – VENUE AND GOVERNING LAW

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

ARTICLE #126 – NOTICE OF INTENT TO LITIGATE

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

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

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

ARTICLE #128 – ORDER OF PRECEDENCE

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

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

3. Attachments appended to the Contract.
4. All other Contract attachments appended to the Contract.

ARTICLE #129 – CONTRACT EXHIBITS AND ATTACHMENTS

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

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

ARTICLE #130 – SALES TAX EXEMPTION STATUS

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

ARTICLE #131 – HOLD HARMLESS AGREEMENT

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

ARTICLE #132 – NOT A JOINT VENTURE

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

ARTICLE #133 – CONTRACT TERMS AND CONDITIONS

1. All purchases must comply with the Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the terms and conditions herein and the Official Code of Hall County, the latter will govern.

3. The terms and conditions set herein shall supersede and govern over all vendor's terms and conditions or service level agreements.
4. The County retains the right to "red line" sections of the vendor's terms and conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order (PO) and delivery of goods or services shall be deemed as the vendor's full and complete acceptance of the County's terms and conditions.
6. The terms supplier, vendor, bidder, offeror, contractor, consultant, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one and the same, herein denoted as "supplier" for goods and "contractor" for services.
7. The terms goods, materials, commodities, components, drawings, drafts, renderings, plans (physical or digital), software, SaaS, capital asset equipment, vehicles, heavy earth-moving or other equipment (purchased or leased), or other such deliverables are herein denoted as "goods" and shall mean one and the same.
8. "Services" shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning, or otherwise where services are offered for consideration.
9. The County's payment terms are net 30 days (N30) in arrears. The County does not pay for services not yet rendered or goods not received and accepted. The County holds no obligation to goods delivered or services rendered that were not ordered and specified in writing. The vendor shall only deliver goods and services as described on the PO and within the Scope of Work and the vendor's bid response.
10. The vendor shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
11. The vendor shall not construe any verbal consent to purchase goods or services as valid.
12. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or specifications set forth in the PO, contract, or agreement unless mutually agreed in writing by both Parties.
13. The County does not accept automatic contract renewals except for monthly subscription services.
14. The County does not pay deposits towards goods ordered or services not yet rendered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
15. The County will accept back orders only if goods are out of stock and with prior written notice. The vendor shall ship all quantities that it has in stock and hold orders for back orders.
16. The County participates in cooperative purchasing agreements, State of Georgia Statewide Contracts, and other state and local intergovernmental agreements, memorandums of understanding, and other such agreements.
17. For all legalities, the jurisdiction shall be the State of Georgia, County of Hall.
18. Deliveries shall be made to the ship-to address(es) listed on the PO and within the specified time. The vendor must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
19. Risk of loss of the goods shall pass to the County upon inspection and acceptance only. Receipt of goods or services does not constitute acceptance. Title to goods shall remain with the vendor until acceptance by the County.
20. The vendor warrants that its goods and services are merchantable, and it has a legal right to deliver the goods and services and as described herein.
21. The County shall have the right to inspect all goods or services at the time and place of delivery.

22. No right or interest in the contract shall be assigned by the vendor without written permission of the County, and no delegation of any obligation owed or the performance of any obligation by the vendor shall be made without the written permission of the County. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
23. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
24. This issuance of a PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 et seq. of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
25. All goods and services supplied pursuant to a PO shall, unless otherwise noted, conform exactly to all the descriptions, specifications, exhibits, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other solicitations upon which the PO is based, and the terms, conditions, and specifications of the solicitation are incorporated herein by reference and made a part hereof.
26. All media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials owned by the County shall become and remain County property and shall be delivered to the County upon request.
27. Invoices should be submitted to the County as described in the PO. Each PO number and/or contract number must be shown on each invoice submitted.
28. A PO issued with an attached contract or agreement, the terms and conditions of the attached contract or agreement shall govern in the event of any conflict with these terms and conditions.
29. The vendor may be suspended, terminated, or debarred if it is determined that it has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein. Thus, the vendor certifies that it and any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
30. The vendor certifies that it is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
31. Goods are Free-On-Board (F.O.B.) destination unless otherwise denoted. Freight, shipping, and delivery shall be pre-paid and added to the invoice as a separate line item. The vendor shall charge the County the exact amount of freight, delivery, handling, and insurance charges.
32. The County does not pay late fees nor interest charges.
33. The County is not bound to any minimum or maximum quantity or dollar amount set by the vendor.
34. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.
35. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Contractor's Full Legal Name Below:

Maxair Mechanical, LLC

By: _____

Print Name: Mark Loder

Title: CFO

Sworn to and subscribed before me this

19 Day of May, 2026.

Notary Public: _____

Notary commission expires: 11/15/26

[Seal or Stamp]

HALL COUNTY, GEORGIA

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

Date: _____

Attestation: _____
Commission Clerk

NICHOLAS DYER NOTARY PUBLIC COBB COUNTY, GEORGIA MY COMMISSION EXPIRES NOVEMBER 15, 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 #47-003

For the provision of

Demand Services for On-Call Plumbing

ARTICLE #101 – INTRODUCTION

This Contract for on-call plumbing (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
Lamar Jones
Maintenance Project Manager
Hall County Central Services
1694 Barber Rd
Gainesville, GA 30507
ljones@hallcounty.org
Ph: (770) 531-6823

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

CONTRACTOR'S CONTACT INFORMATION

Contact Name(s): Andy Veal/Warner Ivie

Email Address(es): aveal@conditionedairsystems.com; wivie@conditionedairsystems.com

Phone Number(s): Andy Veal (943) 473-9783 / Warner Ivie (770) 530-4325

Physical Address: 2410 Hilton Wat SW

City/State/ZIP: Gainesville, GA 30501

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

For multi-year contracts, the term will be for five (5) years, with one (1) initial year followed by four (4) one-year renewal options. Renewals are not automatic nor guaranteed.

ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION

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

ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE

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

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

Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable control of and without the fault or negligence of the Contractor. If the Services to be provided to the County are interrupted by a force majeure event, as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due to the Contractor under this Contract. If delay results from a third-party's negligent conduct or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract.

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

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

B. **Obligations Beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to *ARTICLE #108 – TERMINATION PROVISIONS.*

C. **Transition Cooperation with the County and Cooperation with Other Contractors.** Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and reasonable cooperation and assistance to the County to ensure an

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

ARTICLE #108 – TERMINATION PROVISIONS

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

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

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

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

3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

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

E. **Termination due to Failure of Contractor to Act.** The County may terminate the Contract for any of the following reasons effective immediately without advance notice:
   1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
   2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees, have caused, or reasonably could cause, life, health, or safety to be jeopardized.
   3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal, or maliciously incorrect.
   4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in *ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS.*

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

G. **Contractor's Termination Duties.** Upon receipt of a Notice of Termination, the Contractor shall:
   1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of Notice of Termination describing the status of all work under the Contract including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
   2. Immediately cease use and return to the County any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
   3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.
   4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the Notification of Termination and the substitution of any replacement Contractor.
   5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

H. **Liquidated Damages: N/A for this contract.**

ARTICLE #109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY

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

ARTICLE #110 – ASSIGNMENT AND DELEGATION BY CONTRACTOR

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

ARTICLE #111 – USE OF THIRD PARTIES

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

ARTICLE #112 – ENTIRE CONTRACT

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

ARTICLE #113 – SEVERABILITY

If any paragraph, sub-paragraph, sentence, clause, phrase, or portion of this Contract is declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this Contract as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the remaining portions of this Contract not so held to be invalid or the application of this Contract to other circumstances not so held to be invalid.

ARTICLE #114 – RECORDS

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

ARTICLE #115 – ADDITIONAL TERMS AND CONDITIONS

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

ARTICLE #116 – WAIVER

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

ARTICLE #117 – CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS

A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment, chemical, material, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County as quickly as possible. In the event of such replacement, Contractor shall (i) notify County of any resulting replacement, (ii) introduce an individual serving as a replacement to County, and/or (iii) provide County with a résumé and any other information regarding an individual that may be reasonably requested by County.
B. The County has the right to require the Contractor to reassign or remove any employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is not suitable. The County's decision shall be final, and Contractor will remove the employee immediately and replace with a person of at least equivalent training, experience, and requisite qualifications as quickly as possible, subject to the County's approval.
C. Contractor agrees to obtain prior written approval from the County for the use of subcontractors to provide the Services described in Scope of Work prior to subcontractors' performance of work. Such non-disclosure of subcontractors may result in non-payment for Services.

ARTICLE #118 – INSURANCE REQUIREMENTS

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

Workers' Compensation Insurance: Required for all contracts.

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

Additional Provisions:

Waiver of Subrogation. The insurer agrees to waive all rights of subrogation against Hall County Board of Commissioners (BOC), its elected or appointed officers, officials, agents, authorized volunteers, and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for Hall County BOC. This provision applies

regardless of whether or not Hall County BOC has received a waiver of subrogation from the insurer.

General Liability Insurance: Required for all service contracts.

- $2,000,000 General Aggregate
- $2,000,000 Products & Completed Operations Aggregate
- $1,000,000 Each Occurrence
- $1,000,000 Personal & Advertising Injury
- $500,000 Damages to Premises/Fire/Legal
- $5,000 Medical Payments

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

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

Additional Provisions:

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

Umbrella Liability Insurance: Required for all contracts.
$1,000,000 per Occurrence

Additional Provisions: Required for all contracts.

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

Professional Liability Insurance (Errors & Omissions): Required for all professional service contracts. This shall include any consultants, medical, legal, technical, insurance agents, or other professions that require proper licenses.

- $1,000,000 Each Claim/Wrongful Act
- $2,000,000 General Aggregate
- If written on a claim's made policy, the policy must be maintained for at least two (2) years after the completion of the work and/or contract.

ARTICLE #119 – NO WAIVER

A. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its

terms. The representatives of the Parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto.

B. **Solicitation**. The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.

C. **Vehicles and Equipment.** Except for any specified County-owned equipment and vehicles listed herein, Contractor warrants that no Contractor employees, subcontractors or others will operate County-owned vehicles or equipment in the performance of this Contract without express written consent from the County. Contractor shall be responsible for providing all transportation and equipment necessary to deliver the Services under the Contract.

ARTICLE #120 – INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

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

ARTICLE #121 – COMPENSATION

A. The County will pay the Contractor for the Services provided pursuant to this Contract and in accordance with the prices quoted and conditions set forth in the Bidder's response on *Exhibit C – Cost Proposal Worksheet*, which is attached hereto and incorporated into this Contract as if fully set forth herein. Payments will be made monthly in arrears to the Contractor after acceptance of the Contractor's delivered Services by the County, and after receiving receipt of undisputed invoice to the County.

B. Prices quoted shall be firm and fixed throughout the term of this Contract, unless otherwise amended or modified by mutual agreement.

C. Cost may be prorated for Services added or removed under this Contract to align cost with the remaining term of Contract.

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

ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR

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

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

The Scope of Services shall remain in effect from the NTP date to substantial completion of the project. The Parties agree that the County will not pay or otherwise compensate the Contractor for any services, labor, materials, equipment, devices, or components thereof outside of the Scope of Work and/or beyond the term of this Contract, unless specifically

authorized in writing as evidenced by an amendment pursuant to *ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION*, a time extension letter, or as otherwise authorized by the County.

B. **Invoice/Payment**
   1. Contractor shall invoice the County via email each month sent solely to accountspayable@hallcounty.org and only after the County inspects and accepts the Services provided. Receipt of the Services and/or materials does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in *Exhibit C – Cost Proposal Worksheet.*
   2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Each invoice shall include the Contractor's current "Remit to" address, a description of the Services provided, the invoice amount, the Contract number, and the associated PO number issued.
   3. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted. The County does not pay for services not yet received but only in arrears except by written acceptance of pre-payment or deposit.
   4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract, including sales and use taxes.
   5. Contractor must submit Applications for Payment (Pay Apps) in accordance with the conditions of the Contract.
   6. If monthly progress payments are agreed upon, then County will make such payments upon inspection of services completed by the County's Project Manager. Additionally, the County may employ Engineers of Record.
   7. Retainage payments shall be paid by County after final acceptance of work.

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

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

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

F. The Contractor must not factor or assign payments to another entity or a financial institution. The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS

Not required for this solicitation; however, each future task order will contain bonding instructions, if necessary.

ARTICLE #124 – RETAINAGE

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

ARTICLE #125 – VENUE AND GOVERNING LAW

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

ARTICLE #126 – NOTICE OF INTENT TO LITIGATE

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

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

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

ARTICLE #128 – ORDER OF PRECEDENCE

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

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

3. Attachments appended to the Contract.
4. All other Contract attachments appended to the Contract.

ARTICLE #129 – CONTRACT EXHIBITS AND ATTACHMENTS

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

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

ARTICLE #130 – SALES TAX EXEMPTION STATUS

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

ARTICLE #131 – HOLD HARMLESS AGREEMENT

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

ARTICLE #132 – NOT A JOINT VENTURE

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

ARTICLE #133 – CONTRACT TERMS AND CONDITIONS

1. All purchases must comply with the Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the terms and conditions herein and the Official Code of Hall County, the latter will govern.

3. The terms and conditions set herein shall supersede and govern over all vendor's terms and conditions or service level agreements.
4. The County retains the right to "red line" sections of the vendor's terms and conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order (PO) and delivery of goods or services shall be deemed as the vendor's full and complete acceptance of the County's terms and conditions.
6. The terms supplier, vendor, bidder, offeror, contractor, consultant, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one and the same, herein denoted as "supplier" for goods and "contractor" for services.
7. The terms goods, materials, commodities, components, drawings, drafts, renderings, plans (physical or digital), software, SaaS, capital asset equipment, vehicles, heavy earth-moving or other equipment (purchased or leased), or other such deliverables are herein denoted as "goods" and shall mean one and the same.
8. "Services" shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning, or otherwise where services are offered for consideration.
9. The County's payment terms are net 30 days (N30) in arrears. The County does not pay for services not yet rendered or goods not received and accepted. The County holds no obligation to goods delivered or services rendered that were not ordered and specified in writing. The vendor shall only deliver goods and services as described on the PO and within the Scope of Work and the vendor's bid response.
10. The vendor shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
11. The vendor shall not construe any verbal consent to purchase goods or services as valid.
12. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or specifications set forth in the PO, contract, or agreement unless mutually agreed in writing by both Parties.
13. The County does not accept automatic contract renewals except for monthly subscription services.
14. The County does not pay deposits towards goods ordered or services not yet rendered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
15. The County will accept back orders only if goods are out of stock and with prior written notice. The vendor shall ship all quantities that it has in stock and hold orders for back orders.
16. The County participates in cooperative purchasing agreements, State of Georgia Statewide Contracts, and other state and local intergovernmental agreements, memorandums of understanding, and other such agreements.
17. For all legalities, the jurisdiction shall be the State of Georgia, County of Hall.
18. Deliveries shall be made to the ship-to address(es) listed on the PO and within the specified time. The vendor must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
19. Risk of loss of the goods shall pass to the County upon inspection and acceptance only. Receipt of goods or services does not constitute acceptance. Title to goods shall remain with the vendor until acceptance by the County.
20. The vendor warrants that its goods and services are merchantable, and it has a legal right to deliver the goods and services and as described herein.
21. The County shall have the right to inspect all goods or services at the time and place of delivery.

22. No right or interest in the contract shall be assigned by the vendor without written permission of the County, and no delegation of any obligation owed or the performance of any obligation by the vendor shall be made without the written permission of the County. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
23. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
24. This issuance of a PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 et seq. of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
25. All goods and services supplied pursuant to a PO shall, unless otherwise noted, conform exactly to all the descriptions, specifications, exhibits, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other solicitations upon which the PO is based, and the terms, conditions, and specifications of the solicitation are incorporated herein by reference and made a part hereof.
26. All media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials owned by the County shall become and remain County property and shall be delivered to the County upon request.
27. Invoices should be submitted to the County as described in the PO. Each PO number and/or contract number must be shown on each invoice submitted.
28. A PO issued with an attached contract or agreement, the terms and conditions of the attached contract or agreement shall govern in the event of any conflict with these terms and conditions.
29. The vendor may be suspended, terminated, or debarred if it is determined that it has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein. Thus, the vendor certifies that it and any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
30. The vendor certifies that it is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
31. Goods are Free-On-Board (F.O.B.) destination unless otherwise denoted. Freight, shipping, and delivery shall be pre-paid and added to the invoice as a separate line item. The vendor shall charge the County the exact amount of freight, delivery, handling, and insurance charges.
32. The County does not pay late fees nor interest charges.
33. The County is not bound to any minimum or maximum quantity or dollar amount set by the vendor.
34. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.
35. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Contractor's Full Legal Name Below:

Conditioned Air Systems, Inc.

By: Baya M. Pruitt

Print Name: Baya M. Pruitt

Title: VP of Internal Operations

Sworn to and subscribed before me this

21st Day of May, 2026.

Notary Public: Brandi M Maddox

Notary commission expires: 06/24/2027

[Seal or Stamp]

BRANDI M MADDOX NOTARY PUBLIC COMMISSION EXPIRES Jun. 24, 2027 BARROW COUNTY, GA

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 #47-003

For the provision of

Demand Services for On-Call Plumbing

ARTICLE #101 – INTRODUCTION

This Contract for on-call plumbing (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 Freedom Plumbing Pro Rooter LLC which is principally located at 3912 Hidden Meadows Drive, Gainesville, GA 30506 (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
Lamar Jones
Maintenance Project Manager
~~Hall County Central Services~~
1694 Barber Rd
Gainesville, GA 30507
ljones@hallcounty.org
Ph: (770) 531-6823

COUNTY ISSUING OFFICER
Julie Dorough
Issuing Officer
~~Hall County Purchasing Division~~
2875 Browns Bridge Rd
Gainesville, GA 30504
jdorough@hallcounty.org
Ph: (770) 535-8270

CONTRACTOR'S CONTACT INFORMATION

Contact Name(s): ~~Cory Gates & Angie Craft~~

Email Address(es): cgates@freedomplumbingpro.com admin@freedomplumbingpro.com

Phone Number(s): 770-977-9300 Cell : 678-630-6954

Physical Address: 3912 Hidden Meadows Drive

City/State/ZIP: Gainesville, GA 30506

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

For multi-year contracts, the term will be for five (5) years, with one (1) initial year followed by four (4) one-year renewal options. Renewals are not automatic nor guaranteed.

ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION

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

ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE

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

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

Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable control of and without the fault or negligence of the Contractor. If the Services to be provided to the County are interrupted by a force majeure event, as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due to the Contractor under this Contract. If delay results from a third-party's negligent conduct or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract.

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

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

B. **Obligations Beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to *ARTICLE #108 – TERMINATION PROVISIONS.*

C. **Transition Cooperation with the County and Cooperation with Other Contractors.** Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and reasonable cooperation and assistance to the County to ensure an

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

ARTICLE #108 – TERMINATION PROVISIONS

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

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

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

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

3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

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

E. **Termination due to Failure of Contractor to Act.** The County may terminate the Contract for any of the following reasons effective immediately without advance notice:
   1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
   2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees, have caused, or reasonably could cause, life, health, or safety to be jeopardized.
   3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal, or maliciously incorrect.
   4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in *ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS.*

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

G. **Contractor's Termination Duties.** Upon receipt of a Notice of Termination, the Contractor shall:
   1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of Notice of Termination describing the status of all work under the Contract including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
   2. Immediately cease use and return to the County any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
   3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.
   4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the Notification of Termination and the substitution of any replacement Contractor.
   5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

H. **Liquidated Damages: N/A for this contract.**

ARTICLE #109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY

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

ARTICLE #110 – ASSIGNMENT AND DELEGATION BY CONTRACTOR

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

ARTICLE #111 – USE OF THIRD PARTIES

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

ARTICLE #112 – ENTIRE CONTRACT

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

ARTICLE #113 – SEVERABILITY

If any paragraph, sub-paragraph, sentence, clause, phrase, or portion of this Contract is declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this Contract as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the remaining portions of this Contract not so held to be invalid or the application of this Contract to other circumstances not so held to be invalid.

ARTICLE #114 – RECORDS

A. **Public Records Request.** The Georgia Open Records Act, as provided in O.C.G.A. § 50-18-70 et seq, requires procurement records and all other records received by or prepared or maintained on behalf of the County shall be made open to public inspection unless otherwise provided by law.

B. **Record Retention and Access.** The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the County throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

ARTICLE #115 – ADDITIONAL TERMS AND CONDITIONS

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

ARTICLE #116 – WAIVER

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

ARTICLE #117 – CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS

A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment, chemical, material, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County as quickly as possible. In the event of such replacement, Contractor shall (i) notify County of any resulting replacement, (ii) introduce an individual serving as a replacement to County, and/or (iii) provide County with a résumé and any other information regarding an individual that may be reasonably requested by County.
B. The County has the right to require the Contractor to reassign or remove any employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is not suitable. The County's decision shall be final, and Contractor will remove the employee immediately and replace with a person of at least equivalent training, experience, and requisite qualifications as quickly as possible, subject to the County's approval.
C. Contractor agrees to obtain prior written approval from the County for the use of subcontractors to provide the Services described in Scope of Work prior to subcontractors' performance of work. Such non-disclosure of subcontractors may result in non-payment for Services.

ARTICLE #118 – INSURANCE REQUIREMENTS

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

Workers' Compensation Insurance: Required for all contracts.

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

Additional Provisions:

Waiver of Subrogation. The insurer agrees to waive all rights of subrogation against Hall County Board of Commissioners (BOC), its elected or appointed officers, officials, agents, authorized volunteers, and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for Hall County BOC. This provision applies

regardless of whether or not Hall County BOC has received a waiver of subrogation from the insurer.

General Liability Insurance: Required for all service contracts.
- $2,000,000 General Aggregate
- $2,000,000 Products & Completed Operations Aggregate
- $1,000,000 Each Occurrence
- $1,000,000 Personal & Advertising Injury
- $500,000 Damages to Premises/Fire/Legal
- $5,000 Medical Payments

Commercial Auto Liability Insurance: Required for all service contracts, except for goods and/or services that are remote in nature and/or are delivered by a professional delivery service.
- $1,000,000 Combined Single Limit Or $500,000 per Person/$1,000,000 per Occurrence
- $100,000 Property Damage
- $1,000 for Medical Payments (no fault coverage)

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

Umbrella Liability Insurance: Required for all contracts.
$1,000,000 per Occurrence

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

Professional Liability Insurance (Errors & Omissions): Required for all professional service contracts. This shall include any consultants, medical, legal, technical, insurance agents, or other professions that require proper licenses.
- $1,000,000 Each Claim/Wrongful Act
- $2,000,000 General Aggregate
- If written on a claim's made policy, the policy must be maintained for at least two (2) years after the completion of the work and/or contract.

ARTICLE #119 – NO WAIVER

A. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its

terms. The representatives of the Parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto.

B. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.

C. **Vehicles and Equipment.** Except for any specified County-owned equipment and vehicles listed herein, Contractor warrants that no Contractor employees, subcontractors or others will operate County-owned vehicles or equipment in the performance of this Contract without express written consent from the County. Contractor shall be responsible for providing all transportation and equipment necessary to deliver the Services under the Contract.

ARTICLE #120 – INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

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

ARTICLE #121 – COMPENSATION

A. The County will pay the Contractor for the Services provided pursuant to this Contract and in accordance with the prices quoted and conditions set forth in the Bidder's response on *Exhibit C – Cost Proposal Worksheet*, which is attached hereto and incorporated into this Contract as if fully set forth herein. Payments will be made monthly in arrears to the Contractor after acceptance of the Contractor's delivered Services by the County, and after receiving receipt of undisputed invoice to the County.

B. Prices quoted shall be firm and fixed throughout the term of this Contract, unless otherwise amended or modified by mutual agreement.

C. Cost may be prorated for Services added or removed under this Contract to align cost with the remaining term of Contract.

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

ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR

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

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

The Scope of Services shall remain in effect from the NTP date to substantial completion of the project. The Parties agree that the County will not pay or otherwise compensate the Contractor for any services, labor, materials, equipment, devices, or components thereof outside of the Scope of Work and/or beyond the term of this Contract, unless specifically

authorized in writing as evidenced by an amendment pursuant to *ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION*, a time extension letter, or as otherwise authorized by the County.

B. **Invoice/Payment**
   1. Contractor shall invoice the County via email each month sent solely to accountspayable@hallcounty.org and only after the County inspects and accepts the Services provided. Receipt of the Services and/or materials does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in *Exhibit C – Cost Proposal Worksheet.*
   2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Each invoice shall include the Contractor's current "Remit to" address, a description of the Services provided, the invoice amount, the Contract number, and the associated PO number issued.
   3. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted. The County does not pay for services not yet received but only in arrears except by written acceptance of pre-payment or deposit.
   4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract, including sales and use taxes.
   5. Contractor must submit Applications for Payment (Pay Apps) in accordance with the conditions of the Contract.
   6. If monthly progress payments are agreed upon, then County will make such payments upon inspection of services completed by the County's Project Manager. Additionally, the County may employ Engineers of Record.
   7. Retainage payments shall be paid by County after final acceptance of work.

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

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

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

F. The Contractor must not factor or assign payments to another entity or a financial institution. The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS

Not required for this solicitation; however, each future task order will contain bonding instructions, if necessary.

ARTICLE #124 – RETAINAGE

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

ARTICLE #125 – VENUE AND GOVERNING LAW

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

ARTICLE #126 – NOTICE OF INTENT TO LITIGATE

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

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

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

ARTICLE #128 – ORDER OF PRECEDENCE

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

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

3. Attachments appended to the Contract.
4. All other Contract attachments appended to the Contract.

ARTICLE #129 – CONTRACT EXHIBITS AND ATTACHMENTS

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

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

ARTICLE #130 – SALES TAX EXEMPTION STATUS

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

ARTICLE #131 – HOLD HARMLESS AGREEMENT

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

ARTICLE #132 – NOT A JOINT VENTURE

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

ARTICLE #133 – CONTRACT TERMS AND CONDITIONS

1. All purchases must comply with the Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the terms and conditions herein and the Official Code of Hall County, the latter will govern.

3. The terms and conditions set herein shall supersede and govern over all vendor's terms and conditions or service level agreements.
4. The County retains the right to "red line" sections of the vendor's terms and conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order (PO) and delivery of goods or services shall be deemed as the vendor's full and complete acceptance of the County's terms and conditions.
6. The terms supplier, vendor, bidder, offeror, contractor, consultant, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one and the same, herein denoted as "supplier" for goods and "contractor" for services.
7. The terms goods, materials, commodities, components, drawings, drafts, renderings, plans (physical or digital), software, SaaS, capital asset equipment, vehicles, heavy earth-moving or other equipment (purchased or leased), or other such deliverables are herein denoted as "goods" and shall mean one and the same.
8. "Services" shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning, or otherwise where services are offered for consideration.
9. The County's payment terms are net 30 days (N30) in arrears. The County does not pay for services not yet rendered or goods not received and accepted. The County holds no obligation to goods delivered or services rendered that were not ordered and specified in writing. The vendor shall only deliver goods and services as described on the PO and within the Scope of Work and the vendor's bid response.
10. The vendor shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
11. The vendor shall not construe any verbal consent to purchase goods or services as valid.
12. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or specifications set forth in the PO, contract, or agreement unless mutually agreed in writing by both Parties.
13. The County does not accept automatic contract renewals except for monthly subscription services.
14. The County does not pay deposits towards goods ordered or services not yet rendered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
15. The County will accept back orders only if goods are out of stock and with prior written notice. The vendor shall ship all quantities that it has in stock and hold orders for back orders.
16. The County participates in cooperative purchasing agreements, State of Georgia Statewide Contracts, and other state and local intergovernmental agreements, memorandums of understanding, and other such agreements.
17. For all legalities, the jurisdiction shall be the State of Georgia, County of Hall.
18. Deliveries shall be made to the ship-to address(es) listed on the PO and within the specified time. The vendor must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
19. Risk of loss of the goods shall pass to the County upon inspection and acceptance only. Receipt of goods or services does not constitute acceptance. Title to goods shall remain with the vendor until acceptance by the County.
20. The vendor warrants that its goods and services are merchantable, and it has a legal right to deliver the goods and services and as described herein.
21. The County shall have the right to inspect all goods or services at the time and place of delivery.

22. No right or interest in the contract shall be assigned by the vendor without written permission of the County, and no delegation of any obligation owed or the performance of any obligation by the vendor shall be made without the written permission of the County. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
23. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
24. This issuance of a PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 et seq. of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
25. All goods and services supplied pursuant to a PO shall, unless otherwise noted, conform exactly to all the descriptions, specifications, exhibits, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other solicitations upon which the PO is based, and the terms, conditions, and specifications of the solicitation are incorporated herein by reference and made a part hereof.
26. All media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials owned by the County shall become and remain County property and shall be delivered to the County upon request.
27. Invoices should be submitted to the County as described in the PO. Each PO number and/or contract number must be shown on each invoice submitted.
28. A PO issued with an attached contract or agreement, the terms and conditions of the attached contract or agreement shall govern in the event of any conflict with these terms and conditions.
29. The vendor may be suspended, terminated, or debarred if it is determined that it has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein. Thus, the vendor certifies that it and any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
30. The vendor certifies that it is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
31. Goods are Free-On-Board (F.O.B.) destination unless otherwise denoted. Freight, shipping, and delivery shall be pre-paid and added to the invoice as a separate line item. The vendor shall charge the County the exact amount of freight, delivery, handling, and insurance charges.
32. The County does not pay late fees nor interest charges.
33. The County is not bound to any minimum or maximum quantity or dollar amount set by the vendor.
34. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.
35. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Contractor's Full Legal Name Below:

Freedom Plumbing Pro Rooter LLC

By: _____

Print Name: Cory Gates

Title: Plumbing Manager, Principle

HALL COUNTY, GEORGIA

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

Date: _____

Sworn to and subscribed before me this

6 Day of MAY 2025.

Notary Public: B. Bowen

Notary commission expires: 3/17/2030

[Seal or Stamp]

BRITTANY BOWEN NOTARY PUBLIC HALL COUNTY, GEORGIA MY COMMISSION EXPIRES MARCH 17, 2030

Attestation: _____
Commission Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

EXHIBIT C - MANDATORY COST PROPOSAL WORKSHEET		
RFQ/P #47-003, Plumbing Repair Services Annual Contract		
VENDOR NAME: Freedom Plumbing		
Item No.	**Item Description**	**Cost**
	Plumbing Repair and Installation Services	
1	Regular hourly labor rate for plumbing technician	$97.00
2	Regular hourly labor rate for plumbing helper	$59.00
3	Overtime hourly labor rate for plumbing technician	$121.25
4	Overtime hourly labor rate for plumbing helper	$73.75
5	% Markup on parts	15
6	**Additional Services / Items, Hourly Rates**	
a	Backhoe	$60.00/hr
b	Jetter	$150/hr
c	Sewer Camera	$150/hr
d	Jack Hammer	$9/hr
e	Core Drill	$35/hr
f	Electric Eel Main Sewer Auger	$50/hr
g	Trehcher	$35/hr
h	Street / Concrete Saw	$35/hr
i	Dump Truck	$150/hr
j	Flat tamp . Jumping Jack Tamp	$25/hr
k	**OTHER - Please list on next page.***	see list

	CAPABILITY TO HAVE QUALIFIED TECHNICIAN RESPOND TO EMERGENCY REPAIR REQUEST WITHIN TWO (2) HOURS OF NOTIFICATION - YES or NO	yes
	NUMBER of FULLY QUALIFIED TECHNICIANS	8

*** Please list any other charges from 6K - OTHER here:**

Pump Truck, Septic or grease = $175/hr. - .50 cents gallon /grease, .45 cent/ septic

Hydrovac Truck = $350/hr (1 operator) $450/hr (2 Man Operator) $250 dump fee

EXHIBIT C - MANDATORY COST PROPOSAL WORKSHEET		
RFQ/P #47-003, Plumbing Repair Services Annual Contract		
VENDOR NAME: Conditioned Air Systems		
Item No.	**Item Description**	**Cost**
	Plumbing Repair and Installation Services	
1	Regular hourly labor rate for plumbing technician	$100.00
2	Regular hourly labor rate for plumbing helper	$50.00
3	Overtime hourly labor rate for plumbing technician	$125.00
4	Overtime hourly labor rate for plumbing helper	$75.00
5	% Markup on parts	10%
6	**Additional Services / Items, Hourly Rates**	
a	Backhoe	$100.00
b	Jetter	$100.00
c	Sewer Camera	$25.00
d	Jack Hammer	$25.00
e	Core Drill	$50.00
f	Electric Eel Main Sewer Auger	$25.00
g	Trehcher	$50.00
h	Street / Concrete Saw	$25.00
i	Dump Truck	$100.00
j	Flat tamp . Jumping Jack Tamp	$25.00
k	**OTHER - Please list on next page.***	

	CAPABILITY TO HAVE QUALIFIED TECHNICIAN RESPOND TO EMERGENCY REPAIR REQUEST WITHIN TWO (2) HOURS OF NOTIFICATION - YES or NO	Yes
	NUMBER of FULLY QUALIFIED TECHNICIANS	10

* Please list any other charges from 6K - OTHER here:

EXHIBIT C - MANDATORY COST PROPOSAL WORKSHEET		
RFQ/P #47-003, Plumbing Repair Services Annual Contract		
VENDOR NAME: Maxair Mechanical		
Item No.	**Item Description**	**Cost**
	Plumbing Repair and Installation Services	
1	Regular hourly labor rate for plumbing technician	$116.00
2	Regular hourly labor rate for plumbing helper	$75.00
3	Overtime hourly labor rate for plumbing technician	$156.60
4	Overtime hourly labor rate for plumbing helper	$101.25
5	% Markup on parts	15%
6	**Additional Services / Items, Hourly Rates**	
a	Backhoe	$1,740 Full Day $870 Half Day
b	Jetter	$106/hr
c	Sewer Camera	$50/hr
d	Jack Hammer	$224
e	Core Drill	$185
f	Electric Eel Main Sewer Auger	$292
g	Trehcher	$106/hr
h	Street / Concrete Saw	$125
i	Dump Truck	$400
j	Flat tamp . Jumping Jack Tamp	$175
k	**OTHER - Please list on next page.***	

	CAPABILITY TO HAVE QUALIFIED TECHNICIAN RESPOND TO EMERGENCY REPAIR REQUEST WITHIN TWO (2) HOURS OF NOTIFICATION - YES or NO	Yes
	NUMBER of FULLY QUALIFIED TECHNICIANS	30

*** Please list any other charges from 6K - OTHER here:**

Confined Space Equipment - $350.00

EXHIBIT C - MANDATORY COST PROPOSAL WORKSHEET		
RFQ/P #47-003, Plumbing Repair Services Annual Contract		
VENDOR NAME: S&S Industrial Services LLC		
Item No.	**Item Description**	**Cost**
	Plumbing Repair and Installation Services	
1	Regular hourly labor rate for plumbing technician	$93.00
2	Regular hourly labor rate for plumbing helper	$63.00
3	Overtime hourly labor rate for plumbing technician	$99.00
4	Overtime hourly labor rate for plumbing helper	$69.00
5	% Markup on parts	15.5%
6	**Additional Services / Items, Hourly Rates**	
a	Backhoe	$59.37
b	Jetter	$293.75
c	Sewer Camera	$75.00
d	Jack Hammer	$25.00
e	Core Drill	$25.00
f	Electric Eel Main Sewer Auger	$95.00
g	Trehcher	$46.87
h	Street / Concrete Saw	$43.00
i	Dump Truck	$ 62.50
j	Flat tamp . Jumping Jack Tamp	$18.75
k	**OTHER - Please list on next page.***	

	CAPABILITY TO HAVE QUALIFIED TECHNICIAN RESPOND TO EMERGENCY REPAIR REQUEST WITHIN TWO (2) HOURS OF NOTIFICATION - YES or NO	Yes
	NUMBER of FULLY QUALIFIED TECHNICIANS	7

*** Please list any other charges from 6K - OTHER here:**
N/A

AGENDA ITEM

Community Services and Parks

REPORT TO: **Work Session (06/22/26)**

REPORT TO: **Voting Meeting (06/25/26)**

ITEM NO: 352/2026

SUBJECT: Approve the renewal of the annual contract for IFB# 017-46 Athletic Uniform Supply to BSN Sports, LLC of Farmers Branch, TX, Protime Sports, Inc. of Seattle, WA and Shuma, LLC (dba Shuma Sports) of Lawrenceville, GA. The estimated annual cost is $125,500.00.

Meetings:

Work Session Date: 06/22/26

Voting Meeting Date: 06/25/26

Executive Summary:

Presenter: BH

Recommendation:
Approve.

Purpose of Request:
Approve the renewal of the annual contract for IFB# 017-46 Athletic Uniform Supply to BSN Sports, LLC of Farmers Branch, TX, Protime Sports, Inc. of Seattle, WA and Shuma, LLC (dba Shuma Sports) of Lawrenceville, GA. The estimated annual cost is $125,500.00.

History:

All three (3) vendors are in good standing with the County.

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

Parks recoups a portion of this cost back in the form of registration fees.

Options:

Funding Requested	$ 125,500.00
Are funds within current budget?	Yes
Source of Funds	Parks and Leisure Services Fund
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

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

Attachments:

Financial Supplement
Signature Request Cover Sheet
Contract Renewal - Shuma
Contract Renewal - Protime
Contract Renewal - BSN

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 352/2026

Funds Requested: $ 125,500.00

Request Budgeted: Yes

Proposed Source of Funding:

Parks and Leisure Services Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2027	273-PARKS & LEISURE SERVICES FUND	6210-PARKS AND LEISURE SERVICES	531700-UNIFORMS	$125,500.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: BH

Phone: 678-997-5823

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

CONTRACT EXECUTION SIGNATURE REQUEST

Date: June 8, 2026

To: David Gibbs, Chairman, BOC

From: Mike Hawkins, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 017-46-1

Bid/Contract Name: Athletic Uniform Supply Annual Contract Renewal

Department(s) Requesting Contract: Parks and Leisure

Award Recipient Name: Protime Sports, BSN Sports, LLC and Shuma Sports

Contract Description:

☒ Annual Contract ☐ New ☒ Renewal

FY 2026 Projected Spend: $126,433.53

☐ Price Increase Requested Increase Percentage: N/A

☐ Project/Service Contract Estimated Amount: N/A

☒ Product Contract FY 2027 Estimated Amount:

$125,500.00

Comment:

All three (3) vendors are in good standing and have elected to renew their contracts.

The FY 2027 estimated amount has been reviewed against the projected 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
Andy Youngblood

Shuma Sports
800 Progress Center Court
Suite 250
Lawrenceville, GA
Attn: Colton Green

Subject: Contract#: 017-46-1, Athletic Uniform Supply - Fiscal Year 2027 Contract Renewal

Dear Colton,

Attached you will find your contract renewal, extending your present contract through June 30, 2027, as per the same terms and conditions of bid#: 017-46.

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#: 017-46-1

Contract Renewal

Athletic Uniform 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#: 017-46, Athletic Uniform Supply; and

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

Whereas, with both parties agreeing to the 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.

Shuma Sports

By: _____

Print Name: COLTON GREEN

Title: TEAM SALES PROFESSIONAL

Hall County, Georgia

By. _____

David Gibbs
Chairman
Hall County Board of Commissioners

Date: _____

Sworn to and subscribed before me this

27th Day of APRIL, 2026

Notary Public: Sharon Watson

Notary commission expires: 3/22/30

SHARON WATSON
NOTARY PUBLIC
COMMISSION EXPIRES
MARCH 22, 2030
WALTON COUNTY, GEORGIA

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

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

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

Protime Sports
18200 Segale Park Drive B
Seattle, WA
Attn: John Moore

Subject: Contract#: 017-46-1, Athletic Uniform Supply - Fiscal Year 2027 Contract Renewal

Dear John,

Attached you will find your contract renewal, extending your present contract through June 30, 2027, as per the same terms and conditions of bid#: 017-46.

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#: 017-46-1

Contract Renewal

Athletic Uniform 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#: 017-46, Athletic Uniform Supply; and

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

Whereas, with both parties agreeing to the 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.

Protime Sports

By: John T Moore

Print Name: JOHN T MOORE

Title: PRESIDENT

Hall County, Georgia

By. _____

David Gibbs
Chairman
Hall County Board of Commissioners

Date: _____

Sworn to and subscribed before me this

11th Day of May, 2026

Notary Public: Daniel Locascio

Notary commission expires: 9/14/27

DANIEL MARK LOCASCIO
Notary Public
State of Washington
Commission # 23036954
My Comm. Expires Sep 14, 2027

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

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

BSN Sports, LLC
14460 Varsity Brands Way
Farmers Branch, TX
Attn: John Stafford

Subject: Contract#: 017-46-1, Athletic Uniform Supply - Fiscal Year 2027 Contract Renewal

Dear John,

Attached you will find your contract renewal, extending your present contract through June 30, 2027, as per the same terms and conditions of bid#: 017-46.

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#: 017-46-1

Contract Renewal

Athletic Uniform 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#: 017-46, Athletic Uniform Supply; and

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

Whereas, with both parties agreeing to the 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.

BSN Sports, LLC

By: John Stafford

Print Name: John Stafford

Title: Sr. Bid Specialist

Hall County, Georgia

By. _____

David Gibbs
Chairman
Hall County Board of Commissioners

Date: 05/11/2026

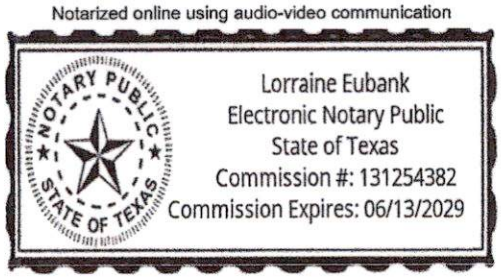
Sworn to and subscribed before me this

11th Day of May, 2026

Notary Public: Lorraine Eubank

Notary commission expires: June 13th, 2029

Notarized online using audio-video communication



APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

State of Georgia
County of Hall

Contract#: 017-46-1

Attachment A

Athletic Uniform 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:

NBA Rev Y-Jerseys: team name, front & back #'s, both sides = $35.50 each

NBA Rev A-Jerseys: team name, front & back #'s both sides = $35.50 each

NBA Y-Logo Shorts = $17.75 each

NBA A-Logo Shorts = $17.75 each

NBA Y-Logo Shorts = $17.75 each

NBA A-Logo Shorts = $17.75 each

Basic Performance Crew: 2 color full front logo = $17.00 each

W-Short Sleeve SFTBL Jersey: team name, front & back #'s = $48.50 each

Girl-Short Sleeve SFTBL Jersey: team name, front & back #'s = $48.50 each

OC MLB 185 Replica Visors = $11.25 each

MLB Replica 1-Button Jersey: team name, front & back #'s = $39.50 each

MLB Replica Cotton T: team name, front & back #'s = $29.50 each

MLB Replica Cotton T: team name, front & back #'s = $29.50 each

Gilman Y-Rev LAX Jersey: team name, front & back #'s, both sides = $50.95 eacj

Gilman A-Rev LAX Jersey: team name, front & back #', both sides = $50.95 each

Basic Performance Crew: 2 color full front logo = $17.00 each

Softstyle Pique Polo: embroidered left chest logo = $20.50 each

Richardson R-Flex Cap: embroidered logo = $23.95 each

AGENDA ITEM

Community Services and Parks

REPORT TO: **Work Session (06/22/26)**

REPORT TO: **Voting Meeting (06/25/26)**

ITEM NO: 381/2026

SUBJECT: Approve the award of IFB# 017-47 Athletic Officiating Services for Parks & Leisure to Hall County Officials of Flowery Branch, GA and Next Level Georgia Officials, LLC of Oakwood, GA. The estimated annual cost is $178,500.00.

Meetings:

Work Session Date: 06/22/26

Voting Meeting Date: 06/25/26

Executive Summary:

Presenter: BH

Recommendation:
Approve.

Purpose of Request:
Approve the award of IFB# 017-47 Athletic Officiating Services for Parks & Leisure to Hall County Officials of Flowery Branch, GA and Next Level Georgia Officials, LLC of Oakwood, GA. The estimated annual cost is $178,500.00.

History:

Both vendors are in good standing with the county.

Facts and Issues:
To provide athletic officiating services for Hall County Parks & Leisure Services youth and adult athletic leagues for FY 2027.

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

Options:

Funding Requested	$ 178,500.00
Are funds within current budget?	Yes
Source of Funds	Parks & Leisure Fund
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

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

Attachments:
Financial Supplement
Bid Tab
Signature Request Form
Contract - Next Level Georgia Officials
Contract - Hall County Officials

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 381/2026

Funds Requested: $ 178,500.00

Request Budgeted: Yes

Proposed Source of Funding:

Parks & Leisure Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2027	273-PARKS & LEISURE SERVICES FUND	6210-PARKS AND LEISURE SERVICES	523850-CONTRACT LABOR	$178,500.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: BH

Phone: 678-997-5823

IFB#: 017-47	Hall County Officials	Next Level Georgia Officials, LLC
Athletic Officiating Services Annual Contract	**Flowery Branch, GA**	**Oakwood, GA**
SUMMER: Adult Basketball: Ages 18+ - 42-60 players: 6-8 teams, 30-40 Games		
Referees per game ___2____	Cost per Ref/per game $___35.00_____	Cost per Ref/per game $___57.00_____
Adult Softball: Ages 18+ - 80-120 players; 8-12 teams, 40-60 Games		
Umpires per game ____2___	Cost per Ump/per game $__35.00_____	Cost per Ump/per game $__50.00_____
FALL: Youth Baseball: Age 6 to 16 – 500 players; 50 teams, 250 Games		
Umpires per game ____2___	Cost per Ump/per game $___55.00_____	Cost per Ump/per game $__50.00 to 62.50__
Youth Softball: Age 8 to 12 – 150 players; 15 teams, 75 Games		
Umpires per game ____2___	Cost per Ump/per game $__55.00_____	Cost per Ump/per game $__50.00 to 62.50__
Adult Softball: Ages 18+ - 80-120 players; 8-12 teams, 40-60 Games		
Umpires per game ____2___	Cost per Ump/per game $__35.00_____	Cost per Ump/per game $__50.00_____
WINTER: Youth Basketball: Ages K-8th Grade - 1,300 players; 150 teams, 750 Games		
Referees per game ____2____	Cost per Ref/per game $__55.00_____	Cost per Ref/per game $__55.00____
SPRING: Youth Baseball: Age 5 to 16 years – 650 players; 55 teams, 275 Games		
Umpires per game _____2__	Cost per Ump/per game $__55.00_____	Cost per Ump/per game $__50.00 to 62.50__

Youth Softball: Age 8 to 12 years – 250 players; 25 teams, 125 Games		
Umpires per game _____2___	Cost per Ump/per game $___55.00_____	Cost per Ump/per game $__50.00 to 62.50__
Assigning Fee (If Applicable)	$5.00 per official, per game (Included above)	Included above

Bids Sent - 11 (Hall County - 3)

Bids Received - 2

No Bids - 0

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: June 4, 2026

To: David Gibbs, Chairman, BOC

From: Mike Hawkins, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 017-47

Bid/Contract Name: Athletic Officiating Services

Department(s) Requesting Contract: Parks and Leisure

Award Recipient Name: Hall County Officials of Flowery Branch, GA and Next Level Georgia Officials, LLC of Oakwood, GA.

Contract Description:

☒ Annual Contract ☒ New ☐ Renewal

Prior Year's Spend: $175,000.00

☐ Price Increase Requested Increase Percentage: N/A

☒ Project/Service Contract Estimated Amount: $178,500.00

☐ Product Contract Estimated Amount: N/A

Comment:

To provide athletic officiating services for Hall County Parks & Leisure Services youth and adult athletic leagues for FY 2027. This is year one (1) of a possible five (5) year contract and was rebid for FY 2027.

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: 770.531.6711

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#: 017-47

For the provision of

Athletic Officiating Services

ARTICLE #101 – INTRODUCTION

This Contract for Athletic Officiating Services (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 Next Level Officials which is principally located at 5218 Birch Ct 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 persons:

COUNTY PROJECT MANAGER
Brent Holloway
Director of Parks and Leisure
Hall County Government
4175 Nopone Road
Gainesville, GA 30506
bholloway@hallcounty.org
Ph: (770) 535-8280

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): Dustin Holton

Email Address(es): nxtlvlofficials@gmail.com

Phone Number(s): 770 366 8250

Physical Address: 5218 Birch Ct

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. 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.

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 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 – CONTRACTOR'S 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 shall 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, (iii) provide County with a résumé and any other information regarding an individual that may be reasonably requested by County, and/or (iv) provide County with safety data sheets, technical data sheets, and other relevant and pertinent documentation for replacement materials, equipment, or services 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 him/her 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:

- $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:

- $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

Umbrella Liability Insurance:

$1,000,000 per Occurrence

Additional Provisions:

- 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.

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 Contractor's response on *Exhibit C – Cost Proposal Worksheet*, which is attached hereto and incorporated into this Contract as if fully set forth herein. Payments will be made monthly in arrears to the Contractor

after acceptance of the Contractor's delivered Services by the County, and after receiving receipt of undisputed invoice to the County.

B. Prices quoted shall be firm and fixed throughout the term of this Contract, unless otherwise amended or modified by mutual agreement.
C. Cost may be prorated for Services added or removed under this Contract to align cost with the remaining term of Contract.
D. It is understood that this proposal is made without collusion or fraud. Contractor understands and acknowledges that collusive bidding is a violation of state and federal law and may result in the cancellation of the Contract.

ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR

A. Upon Contract Execution, the County will issue a Notice to Proceed (NTP) and a Purchase Order (PO) to the Contractor. The terms of this Contract shall be incorporated by reference into any PO 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 an 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 or the termination of this Contract, whichever occurs first. 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 good or services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such goods or services are delivered and accepted. In this event, the County may withhold that portion of the Contractor's compensation, which represents payment for goods or 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 – N/A

ARTICLE #124 – 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 Contractor'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 – Mandatory 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 sub-subcontractors 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:

Next Level Offroads

By: _____

Print Name: Dustin Holton

Title: Owner

HALL COUNTY, GEORGIA

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

Date: _____

Sworn to and subscribed before me this

26th Day of May, 2026.

Attestation: _____
Commission Clerk

Notary Public: Jocelyn Medina

Notary commission expires: 6-12-29
[Locus Sigilli – Seal or Stamp]

JOCELYN MEDINA
NOTARY PUBLIC
Hall County
State of Georgia
My Comm. Expires June 12, 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#: 017-47

For the provision of

Athletic Officiating Services

ARTICLE #101 – INTRODUCTION

This Contract for Athletic Officiating Services (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 Hall County Officials which is principally located at 6264 Cove Creek Dr, Flowery Branch, GA 30542. (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
Brent Holloway
Director of Parks and Leisure
Hall County Government
4175 Nopone Road
Gainesville, GA 30506
bholloway@hallcounty.org
Ph: (770) 535-8280

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): Corey D Collins
Hall County officials
Email Address(es): Coreycollins42@yahoo.com
Phone Number(s): 440-519-9125
Physical Address: 6264 Cove Creek Dr.
City/State/ZIP: Flowery Branch Ga 30542

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. 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.

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 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 – CONTRACTOR'S 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 shall 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, (iii) provide County with a résumé and any other information regarding an individual that may be reasonably requested by County, and/or (iv) provide County with safety data sheets, technical data sheets, and other relevant and pertinent documentation for replacement materials, equipment, or services 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 him/her 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:

- $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:

- $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

Umbrella Liability Insurance:

$1,000,000 per Occurrence

Additional Provisions:

- 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.

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 Contractor's response on *Exhibit C – Cost Proposal Worksheet*, which is attached hereto and incorporated into this Contract as if fully set forth herein. Payments will be made monthly in arrears to the Contractor

after acceptance of the Contractor's delivered Services by the County, and after receiving receipt of undisputed invoice to the County.

B. Prices quoted shall be firm and fixed throughout the term of this Contract, unless otherwise amended or modified by mutual agreement.
C. Cost may be prorated for Services added or removed under this Contract to align cost with the remaining term of Contract.
D. It is understood that this proposal is made without collusion or fraud. Contractor understands and acknowledges that collusive bidding is a violation of state and federal law and may result in the cancellation of the Contract.

ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR

A. Upon Contract Execution, the County will issue a Notice to Proceed (NTP) and a Purchase Order (PO) to the Contractor. The terms of this Contract shall be incorporated by reference into any PO 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 an 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 or the termination of this Contract, whichever occurs first. 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 good or services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such goods or services are delivered and accepted. In this event, the County may withhold that portion of the Contractor's compensation, which represents payment for goods or 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 – N/A

ARTICLE #124 – 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 Contractor'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 – Mandatory 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 sub-subcontractors 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:

Corey D Collins

By: Hall County official

Print Name: Corey D Collins

Title: CEO / President

Sworn to and subscribed before me this

21st Day of May, 2026.

Notary Public: Donna Gunter

Notary commission expires: 3/13/29

[Locus Sigilli – Seal or Stamp]

HALL COUNTY, GEORGIA

By: _____

David Gibbs, Chairman

Hall County Board of Commissioners

Date: _____

Attestation: _____

Commission Clerk

DONNA GUNTER
My Commission Expires
NOTARY PUBLIC
March 13, 2029
HALL COUNTY, GEORGIA

APPROVED AS TO FORM

Nathaniel R. Anderson,

Senior Assistant County Attorney

AGENDA ITEM

Financial Services

REPORT TO: **Work Session (06/22/26)**

REPORT TO: **Voting Meeting (06/25/26)**

ITEM NO: 377/2026

SUBJECT: Approve the renewal of the annual contract for IFB #014-45 Tires (New), Related Parts & Services for various County departments to Kesler Tire Service, Inc. of Gainesville, GA and Harrison Tire Service of Gainesville, GA. The estimated annual cost is $458,289.00.

Meetings:

Work Session Date: 06/22/26

Voting Meeting Date: 06/25/26

Executive Summary:

Presenter: CM

Recommendation:
Approve.

Purpose of Request:
Approve the renewal of the annual contract for IFB #014-45 Tires (New), Related Parts & Services for various County departments to Kesler Tire Service, Inc. of Gainesville, GA and Harrison Tire Service of Gainesville, GA. The estimated annual cost is $458,289.00.

History:
Kesler Tire Service, Inc. and Harrison Tire Service have serviced various County departments including Sheriff, Fire Rescue, Road Maintenance, and Parks and Leisure for many years. Both vendors are in good standing with the County.

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

Kesler Tire Services is requesting price increases on the majority of their tires for FY 2027. The average percent increase is twelve percent (12%). See Attachment A for additional information.

Options:

Funding Requested	$ 458,289.00
Are funds within current budget?	Yes
Source of Funds	Various
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

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

Attachments:

Financial Supplement
Signature Authorization Request
Renewal Contract - Kesler Tire
Attachment A - Kesler Price Increases
Renewal Contract - Harrison Tire
Kesler - Pricing Increase Worksheet
Harrison - FY 2027 Pricing

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 377/2026

Funds Requested: $ 458,289.00

Request Budgeted: Yes

Proposed Source of Funding:

Various

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2027	TBD	TBD	522205-VEHICLE MAINTENANCE	$458,289.00

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 2, 2026

To: David Gibbs, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 014-45-2

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

Department(s) Requesting Contract: Multiple

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

Contract Description:

☒ Annual Contract ☐ New ☒ Renewal

FY 2026 Projected Spend: $421,422

☐ Price Increase Requested Increase Percentage: 12%

☒ Project/Service Contract FY 27 Estimated Amount:$458.289

☐ Product Contract Estimated Amount:

Comment:
Year three (3) of a possible five (5) year contract.
Kesler Tires Services is requesting price increases on the majority of their tires for FY 2027. The average percent increase will be twelve percent (12%).
Both vendors have serviced various County departments including the Sheriff's Department, Fire Rescue, Road Maintenance and Parks and Leisure for many years. These services include tires, flat repairs, alignments, tire rotations. Both 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
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

May 6, 2026

Kesler Tire Services, Inc.
1520 Atlanta Hwy.
Gainesville, GA 30504
Attn: Ladonna Smith
ladonna@keslertireservice.com

RE: IFB #014-45-2, Tires (New) and Related Parts & Services Annual Contract: Fiscal Year 2027 Renewal

Dear Ladonna,

Attached you will find Contract Renewal #2 extending your present contract through June 30, 2027, as per the same terms and conditions of Bid #014-45.

If you agree with the renewal, please sign and return a copy of the attached agreement on or before April 27, 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 #014-45-2

Contract Renewal #2

Tires (New) & Related Parts & Services Annual Contract April 6, 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 ofBid #014-45, Tires (New) & Related Parts & Services Annual Contractdated May 23, 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.

KESLER TIRE SERVICES, INC.

By: Ladonna J Smith

Print Name: Ladonna J. Smith

Title: Owner / CFO

Date: 4-25-2026

Sworn to and subscribed before me this

25 Day of APRIL, 2026

Notary Public:

Notary commission expires: 06-12-2029

HALL COUNTY, GEORGIA

By: _____

David Gibbs, Chairman

Board of Commissioners

Date: _____

Attestation: _____

County Clerk

KELVIN MECVAN
My Commission Expires
NOTARY PUBLIC
June 12, 2029
DEKALB COUNTY, GEORGIA

APPROVED AS TO FORM

Nathaniel R. Anderson
Senior Assistant County

4-25-26

State of Georgia
County of Hall

Contract #014-45-2

Attachment A

Tires (New) & Related Parts & Services Annual Contract April 6, 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:

11L-16 Harvest King Premium Backhoe 12Ply $165.00

11R22.5 Firestone FS561 #012709 $391.56

11R24.5 Bandag BDM Retread $188.00

11R24.5 Firestone FD663 16Ply #281069 $382.78

11R22.5 Firestone FD663 #281042 $362.75

11R22.5 Firestone FS560 14Ply #156531 $365.45

11R22.5 Bandag BDM Retread $188.00

12X16.5 Power King Rim Guard HD 12Ply $215.00

12X16.5 Power King Super Hwy II $284.00

12R22.5 Firestone FS561 16Ply #012715 $419.75

12.5X80-18 BKT AW702 12Ply $347.47

14X17.5 Power King Rim Guard HD+ $355.00

18X9.50-8 BKT Turf $74.00

22X12-8 Carlisle Field Trax $130.00

22X9.50-10 Carlisle All Trail $136.00

22.5X10-8 Carlisle Turf Tamer $119.95

23X10.50-12 Carlisle Turf Trac $107.00

235/50R17 Sailun Atrezzo SVA-2 $102.56

State of Georgia
County of Hall

Contract #014-45-2

Attachment A

Tires (New) & Related Parts & Services Annual Contract April 6, 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:

24X10.50-10 Carlisle All Trail $161.00

24X12-12 Carlisle Turf Master $140.00

25X13-9 Golf Cart Tire $150.00

8-14.5 Power King Lowboy II $110.00

9-14.5 Power King Lowboy II $142.00

9.50X16.5 Power King Super Hwy II $187.00

9.50R16.5 Firestone Transforce HT 10Ply #189820 $167.50

9R22.5 Sumitomo ST727 14Ply $339.50

ST205/75D15 National Road Max ST $80.00

LT215/85R16 Firestone Transforce HT3 #013891 $126.36

LT225/75R16 Firestone Transforce HT3 #013886 $125.29

LT235/85R16 Firestone Transforce HT3 #013892 $135.78

LT245/75R16 Firestone Transforce HT3 #013887 $126.32

LT245/75R17 Firestone Transforce HT3 #013889 $149.77

LT265/70R17 Firestone Transforce AT2 #013868 $173.22

LT265/70R17 Firestone Transforce HT3 #013894 $175.90

LT265/75R16 Firestone AT2 BL #000182 $152.45

LT265/75R16 Firestone Transforce HT2 #002762 $159.13

State of Georgia
County of Hall

Contract #014-45-2

Attachment A

Tires (New) & Related Parts & Services Annual Contract April 6, 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:

LT265/75R16 Firestone Transforce HT2 #002762 $159.13

P195/65R15 Cooper Endeaver $98.21

P205/60R15 Sailun Atrezzo SH408 $74.90

P215/55R16 Firestone All Season #004042 $96.04

P215/55R17 Firestone All Season #013750 $99.05

P215/60R15 Sailun Atrezzo $84.30

P215/60R16 Firestone All Season #003816 $79.10

P215/60R16 Cooper Endeavor $112.64

P215/70R15 Firestone All Season #004014 $80.75

ST215/75R14 National Road Max C $75.41

215/75R17.5 Sumitomo ST719 16Ply $289.00

P225/50R17 Firestone All Season #006253 $102.10

P225/60R16 Firestone All Season #004002 $84.35

P225/60R16 Firestone Weather Grip #011525 $108.93

P225/60R17 Cooper Endeavor $138.51

P225/65R16 Cooper Endeavor $119.00

P225/70R15 Firestone Destination LE3 #005345 $115.26

225/70R19.5 Continental HSR5 $319.30

State of Georgia
County of Hall

Contract #014-45-2

Attachment A

Tires (New) & Related Parts & Services Annual Contract April 6, 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:

225/70R19.5 Continental HDR5 $329.60

P235/50R18 Cooper Endeavor Plus $155.71

P235/65R17 Firestone All Season #003034 $104.55

P235/65R18 Firestone Destination LE3 #005379 $139.63

P23570R16 Firestone Destination AT2 #014213 $139.58

P235/70R16 Firestone Destination LE3 #014817 $118.59

P235/75R15 Firestone Destination AT2 #014043 $127.58

P235/75R16 Firestone Destination AT2 #005284 $138.91

235/75R17.5 Sailun S637 $235.93

235/75R17.5 Falken RI-151 AP $369.23

235/75R17.5 Sumitomo ST719 $323.25

P245/55R18 Firestone All Season #003057 $137.45

P245/60R18 Firestone Destination LE3 #005384 $136.05

P245/65R17 Firestone Destination LE3 #014818 $132.15

P245/65R17 Firestone Destination LE3 #005370 $129.23

P245/65R17 Firestone Destination AT2 #014519 $145.57

245/70R19.5 Michelin Agilis 16Ply $427.28

LT245/75R17 Firestone Transforce HT3 #013889 $149.77

State of Georgia
County of Hall

Contract #014-45-2

Attachment A

Tires (New) & Related Parts & Services Annual Contract April 6, 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:

LT245/75R17 Firestone Transforce AT2 #000184 $161.16

P255/70R16 Firestone Destination LE3 #005342 $133.58

255/70R22.5 Firestone FS560 #192982 $350.83

P265/60R18 Firestone Destination LE3 #014937 $146.13

P265/70R16 Firestone Destination AT2 #014298 $141.90

LT265/70R17 Firestone Transforce AT2 #013868 $173.22

P265/70R17 Firestone Destination AT2 #014434 $147.75

P265/75R16 Firestone Destination AT2 #014162 $147.10

315/80R22.5 Firestone FS400 #004168 $568.64

385/65R22.5 Firestone FS818 #247780 $632.92

425/65R22.5 Firestone FS818 #241235 $724.92

ST175/80R13 Power King Towmax STR II $63.45

ST185/80R13 Power King Towmax STR II $65.89

ST205/75R14 National Road Max ST $74.07

ST225/75R15 National Road Max ST $85.81

ST235/80R16 Power King Towmax 10Ply $115.27

ST235/85R16 Trailer King Ultra 14Ply $170.21

225/70R19.5 Firestone FS561 14Ply $313.00 (Added for Med Units)

Alignments for Passenger, Light Truck, & LT Extended Cab $110.00

Garage Hourly Labor Rate $125.00

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

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

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

May 6, 2026

Harrison Tire Service
124 W Academy St.
Gainesville, GA 30501
Attn: James Harrison
htshoc@aol.com

RE: IFB #014-45-2, Tires (new) and Related Parts & Services Annual Contract: Fiscal Year 2027 Renewal

Dear Mr. Harrison,

Attached you will find Contract Renewal #2 extending your present contract through June 30, 2027, as per the same terms and conditions of Bid #014-45.

If you agree with the renewal, please sign and return a copy of the attached agreement on or before May 27, 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 #014-45-2

Contract Renewal #2

Tires (New) & Related Parts & Services Annual Contract

May 6, 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 #014-45, Tires (New) & Related Parts & Services Annual Contract dated May 23, 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.

HARRISON TIRE SERVICE

By: James R Harrison

Print Name: James Harrison

Title: Owner

Date: 5/28/2026

Sworn to and subscribed before me this

28th Day of May, 2026

Notary Public: Laura Navarro

Notary commission expires: 5/6/30

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

State of Georgia
County of Hall

Contract #014-45-2

Attachment A

Tires (New) & Related Parts & Services Annual Contract

May6, 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:

No Changes

IFB #014-45 TIRES (NEW) & RELATED PARTS & SERVICE				
		KESLER TIRE SERVICE, INC. GAINESVILLE, GA		
Tires				
Size	**Description**	**FY 2026 Pricing**	**FY 2027 Requested Pricing**	**% Change**
10 x 16.5	Titan HD200	$175.00		
11L-15	Load Range E, 12 Ply	$160.00		
11L-16	Load Range E, 12 Ply	$136.00	$165.00	21%
11R 22.5	Firestone All Purpose FS561	$345.00	$391.56	13%
11R 24.5	Bandag BDM Retread	$172.00	$188.00	9%
11R 24.5	Load Range H, Tread Depth 19	$500.00		
11R 24.5	Truck Radial Casing	$75.00		
11R22.5	Load Range H, Tread Depth 19	$345.00	$362.75	5%
11R22.5	Bandag 4310			
11R22.5	Load Range G, Tread Depth 26	$330.00	$365.45	11%
11R22.5	Bandag BDM Retread	$178.00	$188.00	6%
11R22.5	Bandag DR4.3 Retread	$157.00		
11R22.5	Truck Radial Casing	$75.00		
12 x 16.5	Load Range F, Tread Depth 23, 12 Ply	$195.00		
12 x 16.5	PowerKing Super Highway	$266.00	$284.00	7%
12 x 16.5	Power King KRG27A	$201.00	$215.00	7%
12 x 16.5	Skid Steer	$265.00		
12 x 22.5	16 Ply Firestone A/P FS561	$385.00		
12 x 9.5-12	Turf tire			
12.5 x 80	Load Range F	$315.00	$347.47	10%
13 x 500-8	Rib Tread			
14 x 17.5	Load Range E, Tread Depth 22, 10 Ply	$331.00	$355.00	7%
14 x 24	Power King PRG32			
14.9 x 24	Load Range C, 6 Ply			
14.9 x 28	Load Range C			
16.9 x 28	Load Range D, Tread Depth 34, 8 Ply			
16.9 x 30	BKT R-1 Tractor			

17.5L24	E Industrial Lug tire			
18 x 9.5-8	Load Range B, 4 Ply	$64.00		
18.4 x 30	R-1 Tread Design			
22 x 12-8	Carlisle Field Trax	$115.00	$130.00	13%
22 x 9.5-10	Carlisle All Trail	$119.00	$136.00	14%
22.5 x 10-8	Load Range B, 2 Ply	$110.00	$119.95	9%
23 x 10.50-12	Load Range B, 4 Ply	$97.00	$107.00	10%
235/50R17	Sailun Atrezzo SVA-1	$93.00	$102.56	10%
24 x 10.5-10	Carlisle All Trail	$128.00	$161.00	26%
24 x 12-12	Carisle Turf Master	$110.00	$140.00	27%
25 x 13-9	for Golf Cart	$136.00	$150.00	10%
255/60R18	Firehawk Pursuit	$119.37		
27 x 9.5-15	Samson 8 ply	$127.00		
8-14	Load Range F, 8 Ply	$101.00	$110.00	9%
9 x 14.5	Power King Low Boy HD	$132.00	$142.00	8%
9.5 x 24	BKT R1 (fits New Holland Tractor)			
9.50 x 1.56	Load Range E, 8 Ply, Tread Depth 15	$180.00	$187.00	4%
9.50R16.5	10 Ply Firestone HT Transforce	$150.06	$167.50	12%
9R22.5	Load Range G	$314.00	$339.50	8%
LT205/75D15	8 Ply Thunderer R501 STR	$73.00	$80.00	10%
LT215/85R16	Firestone HT Transforce	$108.58	$126.36	16%
LT225/75R16	Load Range E	$120.69	$125.29	4%
LT235/85R16	Load Range E	$112.55	$135.78	21%
LT245/75R16	Firestone Transforce HT	$110.75	$126.32	14%
LT245/75R17	10 Ply Firestone HT Transforce	$134.07	$149.77	12%
LT265/70R17	Load Range E	$161.50	$175.90	9%
LT265/70R17	Firestone Transforce HT OWL	$145.94	$173.22	19%
LT265/75R16	Firestone Transforce AT2 BL	$114.30	$152.45	33%
LT265/75R16	Load Range E	$130.53	$159.13	22%
LT265/75R16	Firestone Transforce 10P OWL	$130.53	$159.13	22%
P195/65R15	Cooper CS5 Grand Touring	$92.00	$98.21	7%
P205/60R15	Sailun Atrezzo SH406	$72.00	$74.90	4%
P215/55R15	Firestone A/T Destination			
P215/55R16	Uniroyal Tiger Paw	$115.00		
P215/55R16	Bridgestone Potenza RE97	$89.41		
P215/55R17	Firestone FR710	$90.18	$99.05	10%

P215/60R15	Sumitomo Touring	$67.00	$112.64	68%
P215/60R16	Firestone FR710	$86.57		
P215/60R16	Cooper CS5 Tour	$100.00		
P215/70R15	Treadwear - 400	$78.33	$80.75	3%
P215/75R14	Load Range C, 102C	$72.53	$75.41	4%
P215/75R17.5	Sumitomo ST727 LRH A/P	$269.00	$289.00	7%
P225/45R18	Firestone Firehawk Indy 500	$131.68		
P225/50R17	Firestone FR710BW	$102.14	$102.10	0%
P225/60R16	Firestone FR710 BW	$103.31	$108.93	5%
P225/60R16	Firestone Fuel Fighter Champion	$93.38		
P225/60R16	Goodyear Eagle RS-A			
P225/60R17	Cooper CS3 Touring	$130.00	$138.51	7%
P225/65R16	Cooper CSS Tour	$115.00	$119.00	3%
P225/70R15	Firestone Destination LE2 OWL	$107.07	$115.26	8%
P225/70R19.5	Continental Hubrid HS3	$269.00	$319.30	19%
P225/70R19.5	14 Ply, Continental HDR	$277.00	$329.60	19%
P225/70R22.5	Load Range H, Tread Depth 18			
P235/50R18	Firestone Firehawk GT Pursuit XL	$129.98		
P235/50R18	Cooper CS5 Touring	$150.00	$155.71	4%
P235/55R17	Goodyear Eagle RS-A SL VSB			
P235/65R17	Firestone Champion Fuel Fighter Blackwall	$112.89	$104.55	-7%
P235/65R18	Firestone Destination LE2	$103.07	$139.63	35%
P235/70R16	Firestone Destination All Terrain OWL	$143.47	$139.58	-3%
P235/70R16XL	Firestone LE2 Destination	$105.20		
P235/70R17XL	Firestone LE2 Destination	$99.63		
P235/75R15	Treadwear - 460	$117.10		
P235/75R15	Treadwear - 480	$97.18		
P235/75R15XL	Firestone Destination LE	$117.10		
P235/75R16	Firestone Destination All Terrain OWL	$117.45		
P235/75R17.5	Sailun S637	$208.00	$235.93	13%
P235/75R17.5	FALKEN RI-151 LRJ	$337.00	$369.23	10%
P235/75R17.5	Sumitomo ST727	$307.00	$323.25	5%
P245/45R18	Firestone GT Z Pursuit FireHawk	$121.72		
P245/55R18	Goodyear Eagle RS-A SL VSB			
P245/55R18	Firestone Firehawk Wide Oval	$132.00	$137.45	4%
P245/60R18	Firestone Destination LE2	$102.06	$136.05	33%

P245/65R17	Treadwear - 520	$106.57		
P245/65R17	Firestone Destination LE2 OWL	$100.67	$132.15	31%
P245/65R17	Firestone Destination All Terrain OWL	$126.75	$129.23	2%
P245/70R16	Firestone LE2 Destination	$99.29		
P245/70R17	Treadwear - 500	$102.54		
P245/70R19.5	Michelin XZE 18 Ply	$396.00	$427.28	8%
P245/75R17	Firestone OWL	$134.07		
P245/75R17	Firestone Transforce AT2 OWL	$139.17	$149.77	8%
P255/65R17	Goodyear Wrangler Fortitude			
P255/70R16	Firestone Destination LE2 OWL	$119.08	$133.58	12%
P255/70R22.5	Firestone560	$300.00	$350.83	17%
P265/60R17	Firestone Firehawk GT Pursuit	$115.54		
P265/60R17	Firestone Firehawk PVS # 149558 - Snow Tire	$127.46		
P265/60R18	Firestone Destination LE2	$116.35	$146.13	26%
P265/70R16	Treadwear - 480	$120.55		
P265/70R16	Firestone Destination LE2 OWL	$136.81	$141.90	4%
P265/70R17	Firestone Destination LE2 OWL	$123.48	$147.75	20%
P265/70R17	Firestone Transforce AT2 OWL	$152.04	$173.22	14%
P265/70R17	Firestone All Terrain Destination	$119.80		
P265/75R16	Firestone OWL	$131.61	$147.10	12%
P265/75R16	Treadwear - 480, Speed Rating - T	$127.99		
P315/80R22.5	Firestone FS400	$618.00	$568.64	-8%
P385/65R22.5	Firestone FS818	$582.00	$632.92	9%
P425/65R22.5	Firestone FS818	$670.00	$724.92	8%
ST175/70R13	Sailun Atrezzo	$58.00		
ST175/80R13	Towmax 6Ply Trailer tire	$60.00	$63.45	6%
ST185/80R13	Trailer Load Range C Power King Tow Max	$60.00	$65.89	10%
ST205/75D14	Load Range C, 6 Ply	$65.00	$74.07	14%
ST225/75R15	Load Range D, 8 Ply	$76.00	$85.81	13%
ST235/80R16	12 Ply Thunderer R501	$110.00	$115.27	5%
ST235/80R16	Power King Towmax LR E	$110.00	$170.21	55%
ST235/85R16	14 Ply Sailun trailer tire	$152.00		
225/70R19.5	Firestone FS561 14 PLY - new for FY 2027		$313.00	
		Average Increase		**12%**

IFB #014-45 TIRES (NEW) & RELATED PARTS & SERVICE *All quantities are estimated annual usage		
		HARRISON TIRE SERVICE GAINESVILLE, GA
Tires		
Size	Description	Price
10 x 16.5	Titan HD200	$225.76
11L-15	Load Range E, 12 Ply	$121.98
11L-16	Load Range E, 12 Ply	$154.65
11R 22.5	Firestone All Purpose FS561	$376.60
11R 24.5	Bandag BDM Retread	$193.42
11R 24.5	Load Range H, Tread Depth 19	$177.00
11R 24.5	Truck Radial Casing	$80.00
11R22.5	Load Range H, Tread Depth 19	$171.00
11R22.5	Bandag 4310	$171.00
11R22.5	Load Range G, Tread Depth 26	$614.56
11R22.5	Bandag BDM Retread	$188.62
11R22.5	Bandag DR4.3 Retread	$171.00
11R22.5	Truck Radial Casing	$80.00
12 x 16.5	Load Range F, Tread Depth 23, 12 Ply	$172.74
12 x 16.5	PowerKing Super Highway	$230.28
12 x 16.5	Power King KRG27A	$172.74
12 x 16.5	Skid Steer	$172.74
12 x 22.5	16 Ply Firestone A/P FS561	$588.24
12 x 9.5-12	Turf tire	
12.5 x 80	Load Range F	$252.95
13 x 500-8	Rib Tread	$22.79
14 x 17.5	Load Range E, Tread Depth 22, 10 Ply	$305.95
14 x 24	Power King PRG32	$540.56
14.9 x 24	Load Range C, 6 Ply	$359.95
14.9 x 28	Load Range C	$481.38
16.9 x 28	Load Range D, Tread Depth 34, 8 Ply	$514.18
16.9 x 30	BKT R-1 Tractor	$611.72

IFB #014-45 TIRES (NEW) & RELATED PARTS & SERVICE *All quantities are estimated annual usage		
		HARRISON TIRE SERVICE GAINESVILLE, GA
Tires		
Size	Description	Price
10 x 16.5	Titan HD200	$225.76
11L-15	Load Range E, 12 Ply	$121.98
11L-16	Load Range E, 12 Ply	$154.65
11R 22.5	Firestone All Purpose FS561	$376.60
11R 24.5	Bandag BDM Retread	$193.42
11R 24.5	Load Range H, Tread Depth 19	$177.00
11R 24.5	Truck Radial Casing	$80.00
11R22.5	Load Range H, Tread Depth 19	$171.00
11R22.5	Bandag 4310	$171.00
11R22.5	Load Range G, Tread Depth 26	$614.56
11R22.5	Bandag BDM Retread	$188.62
11R22.5	Bandag DR4.3 Retread	$171.00
11R22.5	Truck Radial Casing	$80.00
12 x 16.5	Load Range F, Tread Depth 23, 12 Ply	$172.74
12 x 16.5	PowerKing Super Highway	$230.28
12 x 16.5	Power King KRG27A	$172.74
12 x 16.5	Skid Steer	$172.74
12 x 22.5	16 Ply Firestone A/P FS561	$588.24
12 x 9.5-12	Turf tire	
12.5 x 80	Load Range F	$252.95
13 x 500-8	Rib Tread	$22.79
14 x 17.5	Load Range E, Tread Depth 22, 10 Ply	$305.95
14 x 24	Power King PRG32	$540.56
14.9 x 24	Load Range C, 6 Ply	$359.95
14.9 x 28	Load Range C	$481.38
16.9 x 28	Load Range D, Tread Depth 34, 8 Ply	$514.18
16.9 x 30	BKT R-1 Tractor	$611.72

IFB #014-45 TIRES (NEW) & RELATED PARTS & SERVICE *All quantities are estimated annual usage		
		HARRISON TIRE SERVICE GAINESVILLE, GA
Tires		
Size	Description	Price
10 x 16.5	Titan HD200	$225.76
11L-15	Load Range E, 12 Ply	$121.98
11L-16	Load Range E, 12 Ply	$154.65
11R 22.5	Firestone All Purpose FS561	$376.60
11R 24.5	Bandag BDM Retread	$193.42
11R 24.5	Load Range H, Tread Depth 19	$177.00
11R 24.5	Truck Radial Casing	$80.00
11R22.5	Load Range H, Tread Depth 19	$171.00
11R22.5	Bandag 4310	$171.00
11R22.5	Load Range G, Tread Depth 26	$614.56
11R22.5	Bandag BDM Retread	$188.62
11R22.5	Bandag DR4.3 Retread	$171.00
11R22.5	Truck Radial Casing	$80.00
12 x 16.5	Load Range F, Tread Depth 23, 12 Ply	$172.74
12 x 16.5	PowerKing Super Highway	$230.28
12 x 16.5	Power King KRG27A	$172.74
12 x 16.5	Skid Steer	$172.74
12 x 22.5	16 Ply Firestone A/P FS561	$588.24
12 x 9.5-12	Turf tire	
12.5 x 80	Load Range F	$252.95
13 x 500-8	Rib Tread	$22.79
14 x 17.5	Load Range E, Tread Depth 22, 10 Ply	$305.95
14 x 24	Power King PRG32	$540.56
14.9 x 24	Load Range C, 6 Ply	$359.95
14.9 x 28	Load Range C	$481.38
16.9 x 28	Load Range D, Tread Depth 34, 8 Ply	$514.18
16.9 x 30	BKT R-1 Tractor	$611.72

17.5L24	E Industrial Lug tire	$495.88
18 x 9.5-8	Load Range B, 4 Ply	$58.76
18.4 x 30	R-1 Tread Design	$724.73
22 x 12-8	Carlisle Field Trax	$106.38
22 x 9.5-10	Carlisle All Trail	$108.72
22.5 x 10-8	Load Range B, 2 Ply	$109.01
23 x 10.50-12	Load Range B, 4 Ply	$93.56
235/50R17	Sailun Atrezzo SVA-1	$92.53
24 x 10.5-10	Carlisle All Trail	$124.14
24 x 12-12	Carisle Turf Master	$106.12
25 x 13-9	for Golf Cart	$127.90
255/60R18	Firehawk Pursuit	$119.00
27 x 9.5-15	Samson 8 ply	$136.55
8-14	Load Range F, 8 Ply	$109.80
9 x 14.5	Power King Low Boy HD	$124.55
9.5 x 24	BKT R1 (fits New Holland Tractor)	$232.36
9.50 x 1.56	Load Range E, 8 Ply, Tread Depth 15	$164.29
9.50R16.5	10 Ply Firestone HT Transforce	$185.00
9R22.5	Load Range G	$308.27
LT205/75D15	8 Ply Thunderer R501 STR	$77.69
LT215/85R16	Firestone HT Transforce	$112.00
LT225/75R16	Load Range E	$124.00
LT235/85R16	Load Range E	$115.00
LT245/75R16	Firestone Transforce HT	$121.00
LT245/75R17	10 Ply Firestone HT Transforce	$145.00
LT265/70R17	Load Range E	$165.00
LT265/70R17	Firestone Transforce HT OWL	$165.00
LT265/75R16	Firestone Transforce AT2 BL	$147.05
LT265/75R16	Load Range E	$134.00
LT265/75R16	Firestone Transforce 10P OWL	$134.00
P195/65R15	Cooper CS5 Grand Touring	$89.84
P205/60R15	Sailun Atrezzo SH406	$69.66
P215/55R15	Firestone A/T Destination	
P215/55R16	Uniroyal Tiger Paw	$87.00
P215/55R16	Bridgestone Potenza RE97	$87.00
P215/55R17	Firestone FR710	$151.47

P215/60R15	Sumitomo Touring	$68.50
P215/60R16	Firestone FR710	$82.00
P215/60R16	Cooper CS5 Tour	$82.00
P215/70R15	Treadwear - 400	$80.41
P215/75R14	Load Range C, 102C	$79.97
P215/75R17.5	Sumitomo ST727 LRH A/P	$243.99
P225/45R18	Firestone Firehawk Indy 500	$104.23
P225/50R17	Firestone FR710BW	$102.37
P225/60R16	Firestone FR710 BW	$108.84
P225/60R16	Firestone Fuel Fighter Champion	$108.84
P225/60R16	Goodyear Eagle RS-A	$108.84
P225/60R17	Cooper CS3 Touring	$104.00
P225/65R16	Cooper CSS Tour	$84.72
P225/70R15	Firestone Destination LE2 OWL	$115.00
P225/70R19.5	Continental Hubrid HS3	$274.81
P225/70R19.5	14 Ply, Continental HDR	$274.81
P225/70R22.5	Load Range H, Tread Depth 18	$361.47
P235/50R18	Firestone Firehawk GT Pursuit XL	$149.41
P235/50R18	Cooper CS5 Touring	$149.41
P235/55R17	Goodyear Eagle RS-A SL VSB	$115.00
P235/65R17	Firestone Champion Fuel Fighter Blackwall	$109.00
P235/65R18	Firestone Destination LE2	$124.17
P235/70R16	Firestone Destination All Terrain OWL	$99.85
P235/70R16XL	Firestone LE2 Destination	$99.85
P235/70R17XL	Firestone LE2 Destination	$142.00
P235/75R15	Treadwear - 460	$75.48
P235/75R15	Treadwear - 480	$75.48
P235/75R15XL	Firestone Destination LE	$75.48
P235/75R16	Firestone Destination All Terrain OWL	$144.44
P235/75R17.5	Sailun S637	$212.32
P235/75R17.5	FALKEN RI-151 LRJ	$212.32
P235/75R17.5	Sumitomo ST727	$292.15
P245/45R18	Firestone GT Z Pursuit FireHawk	$124.00
P245/55R18	Goodyear Eagle RS-A SL VSB	$124.00
P245/55R18	Firestone Firehawk Wide Oval	$124.00
P245/60R18	Firestone Destination LE2	$132.46

P245/65R17	Treadwear - 520	$109.00
P245/65R17	Firestone Destination LE2 OWL	$109.00
P245/65R17	Firestone Destination All Terrain OWL	$109.00
P245/70R16	Firestone LE2 Destination	$145.26
P245/70R17	Treadwear - 500	$115.00
P245/70R19.5	Michelin XZE 18 Ply	
P245/75R17	Firestone OWL	$145.00
P245/75R17	Firestone Transforce AT2 OWL	$145.00
P255/65R17	Goodyear Wrangler Fortitude	$149.62
P255/70R16	Firestone Destination LE2 OWL	
P255/70R22.5	Firestone560	$361.47
P265/60R17	Firestone Firehawk GT Pursuit	$125.51
P265/60R17	Firestone Firehawk PVS # 149558 - Snow Tire	$140.42
P265/60R18	Firestone Destination LE2	$162.12
P265/70R16	Treadwear - 480	$144.44
P265/70R16	Firestone Destination LE2 OWL	$144.44
P265/70R17	Firestone Destination LE2 OWL	$134.89
P265/70R17	Firestone Transforce AT2 OWL	$143.00
P265/70R17	Firestone All Terrain Destination	$143.00
P265/75R16	Firestone OWL	$126.52
P265/75R16	Treadwear - 480, Speed Rating - T	$126.52
P315/80R22.5	Firestone FS400	$523.46
P385/65R22.5	Firestone FS818	$674.34
P425/65R22.5	Firestone FS818	$717.35
ST175/70R13	Sailun Atrezzo	$59.23
ST175/80R13	Towmax 6Ply Trailer tire	$65.83
ST185/80R13	Trailer Load Range C Power King Tow Max	$70.07
ST205/75D14	Load Range C, 6 Ply	$78.51
ST225/75R15	Load Range D, 8 Ply	$94.10
ST235/80R16	12 Ply Thunderer R501	$121.97
ST235/80R16	Power King Towmax LR E	$120.89
ST235/85R16	14 Ply Sailun trailer tire	$178.69

17.5L24	E Industrial Lug tire	$495.88
18 x 9.5-8	Load Range B, 4 Ply	$58.76
18.4 x 30	R-1 Tread Design	$724.73
22 x 12-8	Carlisle Field Trax	$106.38
22 x 9.5-10	Carlisle All Trail	$108.72
22.5 x 10-8	Load Range B, 2 Ply	$109.01
23 x 10.50-12	Load Range B, 4 Ply	$93.56
235/50R17	Sailun Atrezzo SVA-1	$92.53
24 x 10.5-10	Carlisle All Trail	$124.14
24 x 12-12	Carisle Turf Master	$106.12
25 x 13-9	for Golf Cart	$127.90
255/60R18	Firehawk Pursuit	$119.00
27 x 9.5-15	Samson 8 ply	$136.55
8-14	Load Range F, 8 Ply	$109.80
9 x 14.5	Power King Low Boy HD	$124.55
9.5 x 24	BKT R1 (fits New Holland Tractor)	$232.36
9.50 x 1.56	Load Range E, 8 Ply, Tread Depth 15	$164.29
9.50R16.5	10 Ply Firestone HT Transforce	$185.00
9R22.5	Load Range G	$308.27
LT205/75D15	8 Ply Thunderer R501 STR	$77.69
LT215/85R16	Firestone HT Transforce	$112.00
LT225/75R16	Load Range E	$124.00
LT235/85R16	Load Range E	$115.00
LT245/75R16	Firestone Transforce HT	$121.00
LT245/75R17	10 Ply Firestone HT Transforce	$145.00
LT265/70R17	Load Range E	$165.00
LT265/70R17	Firestone Transforce HT OWL	$165.00
LT265/75R16	Firestone Transforce AT2 BL	$147.05
LT265/75R16	Load Range E	$134.00
LT265/75R16	Firestone Transforce 10P OWL	$134.00
P195/65R15	Cooper CS5 Grand Touring	$89.84
P205/60R15	Sailun Atrezzo SH406	$69.66
P215/55R15	Firestone A/T Destination	
P215/55R16	Uniroyal Tiger Paw	$87.00
P215/55R16	Bridgestone Potenza RE97	$87.00
P215/55R17	Firestone FR710	$151.47

P215/60R15	Sumitomo Touring	$68.50
P215/60R16	Firestone FR710	$82.00
P215/60R16	Cooper CS5 Tour	$82.00
P215/70R15	Treadwear - 400	$80.41
P215/75R14	Load Range C, 102C	$79.97
P215/75R17.5	Sumitomo ST727 LRH A/P	$243.99
P225/45R18	Firestone Firehawk Indy 500	$104.23
P225/50R17	Firestone FR710BW	$102.37
P225/60R16	Firestone FR710 BW	$108.84
P225/60R16	Firestone Fuel Fighter Champion	$108.84
P225/60R16	Goodyear Eagle RS-A	$108.84
P225/60R17	Cooper CS3 Touring	$104.00
P225/65R16	Cooper CSS Tour	$84.72
P225/70R15	Firestone Destination LE2 OWL	$115.00
P225/70R19.5	Continental Hubrid HS3	$274.81
P225/70R19.5	14 Ply, Continental HDR	$274.81
P225/70R22.5	Load Range H, Tread Depth 18	$361.47
P235/50R18	Firestone Firehawk GT Pursuit XL	$149.41
P235/50R18	Cooper CS5 Touring	$149.41
P235/55R17	Goodyear Eagle RS-A SL VSB	$115.00
P235/65R17	Firestone Champion Fuel Fighter Blackwall	$109.00
P235/65R18	Firestone Destination LE2	$124.17
P235/70R16	Firestone Destination All Terrain OWL	$99.85
P235/70R16XL	Firestone LE2 Destination	$99.85
P235/70R17XL	Firestone LE2 Destination	$142.00
P235/75R15	Treadwear - 460	$75.48
P235/75R15	Treadwear - 480	$75.48
P235/75R15XL	Firestone Destination LE	$75.48
P235/75R16	Firestone Destination All Terrain OWL	$144.44
P235/75R17.5	Sailun S637	$212.32
P235/75R17.5	FALKEN RI-151 LRJ	$212.32
P235/75R17.5	Sumitomo ST727	$292.15
P245/45R18	Firestone GT Z Pursuit FireHawk	$124.00
P245/55R18	Goodyear Eagle RS-A SL VSB	$124.00
P245/55R18	Firestone Firehawk Wide Oval	$124.00
P245/60R18	Firestone Destination LE2	$132.46

P245/65R17	Treadwear - 520	$109.00
P245/65R17	Firestone Destination LE2 OWL	$109.00
P245/65R17	Firestone Destination All Terrain OWL	$109.00
P245/70R16	Firestone LE2 Destination	$145.26
P245/70R17	Treadwear - 500	$115.00
P245/70R19.5	Michelin XZE 18 Ply	
P245/75R17	Firestone OWL	$145.00
P245/75R17	Firestone Transforce AT2 OWL	$145.00
P255/65R17	Goodyear Wrangler Fortitude	$149.62
P255/70R16	Firestone Destination LE2 OWL	
P255/70R22.5	Firestone560	$361.47
P265/60R17	Firestone Firehawk GT Pursuit	$125.51
P265/60R17	Firestone Firehawk PVS # 149558 - Snow Tire	$140.42
P265/60R18	Firestone Destination LE2	$162.12
P265/70R16	Treadwear - 480	$144.44
P265/70R16	Firestone Destination LE2 OWL	$144.44
P265/70R17	Firestone Destination LE2 OWL	$134.89
P265/70R17	Firestone Transforce AT2 OWL	$143.00
P265/70R17	Firestone All Terrain Destination	$143.00
P265/75R16	Firestone OWL	$126.52
P265/75R16	Treadwear - 480, Speed Rating - T	$126.52
P315/80R22.5	Firestone FS400	$523.46
P385/65R22.5	Firestone FS818	$674.34
P425/65R22.5	Firestone FS818	$717.35
ST175/70R13	Sailun Atrezzo	$59.23
ST175/80R13	Towmax 6Ply Trailer tire	$65.83
ST185/80R13	Trailer Load Range C Power King Tow Max	$70.07
ST205/75D14	Load Range C, 6 Ply	$78.51
ST225/75R15	Load Range D, 8 Ply	$94.10
ST235/80R16	12 Ply Thunderer R501	$121.97
ST235/80R16	Power King Towmax LR E	$120.89
ST235/85R16	14 Ply Sailun trailer tire	$178.69

17.5L24	E Industrial Lug tire	$495.88
18 x 9.5-8	Load Range B, 4 Ply	$58.76
18.4 x 30	R-1 Tread Design	$724.73
22 x 12-8	Carlisle Field Trax	$106.38
22 x 9.5-10	Carlisle All Trail	$108.72
22.5 x 10-8	Load Range B, 2 Ply	$109.01
23 x 10.50-12	Load Range B, 4 Ply	$93.56
235/50R17	Sailun Atrezzo SVA-1	$92.53
24 x 10.5-10	Carlisle All Trail	$124.14
24 x 12-12	Carisle Turf Master	$106.12
25 x 13-9	for Golf Cart	$127.90
255/60R18	Firehawk Pursuit	$119.00
27 x 9.5-15	Samson 8 ply	$136.55
8-14	Load Range F, 8 Ply	$109.80
9 x 14.5	Power King Low Boy HD	$124.55
9.5 x 24	BKT R1 (fits New Holland Tractor)	$232.36
9.50 x 1.56	Load Range E, 8 Ply, Tread Depth 15	$164.29
9.50R16.5	10 Ply Firestone HT Transforce	$185.00
9R22.5	Load Range G	$308.27
LT205/75D15	8 Ply Thunderer R501 STR	$77.69
LT215/85R16	Firestone HT Transforce	$112.00
LT225/75R16	Load Range E	$124.00
LT235/85R16	Load Range E	$115.00
LT245/75R16	Firestone Transforce HT	$121.00
LT245/75R17	10 Ply Firestone HT Transforce	$145.00
LT265/70R17	Load Range E	$165.00
LT265/70R17	Firestone Transforce HT OWL	$165.00
LT265/75R16	Firestone Transforce AT2 BL	$147.05
LT265/75R16	Load Range E	$134.00
LT265/75R16	Firestone Transforce 10P OWL	$134.00
P195/65R15	Cooper CS5 Grand Touring	$89.84
P205/60R15	Sailun Atrezzo SH406	$69.66
P215/55R15	Firestone A/T Destination	
P215/55R16	Uniroyal Tiger Paw	$87.00
P215/55R16	Bridgestone Potenza RE97	$87.00
P215/55R17	Firestone FR710	$151.47

P215/60R15	Sumitomo Touring	$68.50
P215/60R16	Firestone FR710	$82.00
P215/60R16	Cooper CS5 Tour	$82.00
P215/70R15	Treadwear - 400	$80.41
P215/75R14	Load Range C, 102C	$79.97
P215/75R17.5	Sumitomo ST727 LRH A/P	$243.99
P225/45R18	Firestone Firehawk Indy 500	$104.23
P225/50R17	Firestone FR710BW	$102.37
P225/60R16	Firestone FR710 BW	$108.84
P225/60R16	Firestone Fuel Fighter Champion	$108.84
P225/60R16	Goodyear Eagle RS-A	$108.84
P225/60R17	Cooper CS3 Touring	$104.00
P225/65R16	Cooper CSS Tour	$84.72
P225/70R15	Firestone Destination LE2 OWL	$115.00
P225/70R19.5	Continental Hubrid HS3	$274.81
P225/70R19.5	14 Ply, Continental HDR	$274.81
P225/70R22.5	Load Range H, Tread Depth 18	$361.47
P235/50R18	Firestone Firehawk GT Pursuit XL	$149.41
P235/50R18	Cooper CS5 Touring	$149.41
P235/55R17	Goodyear Eagle RS-A SL VSB	$115.00
P235/65R17	Firestone Champion Fuel Fighter Blackwall	$109.00
P235/65R18	Firestone Destination LE2	$124.17
P235/70R16	Firestone Destination All Terrain OWL	$99.85
P235/70R16XL	Firestone LE2 Destination	$99.85
P235/70R17XL	Firestone LE2 Destination	$142.00
P235/75R15	Treadwear - 460	$75.48
P235/75R15	Treadwear - 480	$75.48
P235/75R15XL	Firestone Destination LE	$75.48
P235/75R16	Firestone Destination All Terrain OWL	$144.44
P235/75R17.5	Sailun S637	$212.32
P235/75R17.5	FALKEN RI-151 LRJ	$212.32
P235/75R17.5	Sumitomo ST727	$292.15
P245/45R18	Firestone GT Z Pursuit FireHawk	$124.00
P245/55R18	Goodyear Eagle RS-A SL VSB	$124.00
P245/55R18	Firestone Firehawk Wide Oval	$124.00
P245/60R18	Firestone Destination LE2	$132.46

P245/65R17	Treadwear - 520	$109.00
P245/65R17	Firestone Destination LE2 OWL	$109.00
P245/65R17	Firestone Destination All Terrain OWL	$109.00
P245/70R16	Firestone LE2 Destination	$145.26
P245/70R17	Treadwear - 500	$115.00
P245/70R19.5	Michelin XZE 18 Ply	
P245/75R17	Firestone OWL	$145.00
P245/75R17	Firestone Transforce AT2 OWL	$145.00
P255/65R17	Goodyear Wrangler Fortitude	$149.62
P255/70R16	Firestone Destination LE2 OWL	
P255/70R22.5	Firestone560	$361.47
P265/60R17	Firestone Firehawk GT Pursuit	$125.51
P265/60R17	Firestone Firehawk PVS # 149558 - Snow Tire	$140.42
P265/60R18	Firestone Destination LE2	$162.12
P265/70R16	Treadwear - 480	$144.44
P265/70R16	Firestone Destination LE2 OWL	$144.44
P265/70R17	Firestone Destination LE2 OWL	$134.89
P265/70R17	Firestone Transforce AT2 OWL	$143.00
P265/70R17	Firestone All Terrain Destination	$143.00
P265/75R16	Firestone OWL	$126.52
P265/75R16	Treadwear - 480, Speed Rating - T	$126.52
P315/80R22.5	Firestone FS400	$523.46
P385/65R22.5	Firestone FS818	$674.34
P425/65R22.5	Firestone FS818	$717.35
ST175/70R13	Sailun Atrezzo	$59.23
ST175/80R13	Towmax 6Ply Trailer tire	$65.83
ST185/80R13	Trailer Load Range C Power King Tow Max	$70.07
ST205/75D14	Load Range C, 6 Ply	$78.51
ST225/75R15	Load Range D, 8 Ply	$94.10
ST235/80R16	12 Ply Thunderer R501	$121.97
ST235/80R16	Power King Towmax LR E	$120.89
ST235/85R16	14 Ply Sailun trailer tire	$178.69

AGENDA ITEM

Financial Services

REPORT TO: **Work Session (06/22/26)**

REPORT TO: **Voting Meeting (06/25/26)**

ITEM NO: 388/2026

SUBJECT: Approve the renewal of the annual contract for IFB #011-46 Vehicle Oils & Lubricants for various County departments to Boswell Oil Company of Athens, GA. The estimated annual cost is $69,901.00.

Meetings:

Work Session Date: 06/22/26

Voting Meeting Date: 06/25/26

Executive Summary:

Presenter: CM

Recommendation:
Approve.

Purpose of Request:
Approve the renewal of the annual contract for IFB #011-46 Vehicle Oils & Lubricants for various County departments to Boswell Oil Company of Athens, GA. The estimated annual cost is $69,901.00.

History:
Boswell Oil is a vendor in good standing with the County.

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

Boswell has requested price increases for FY 2027 with an average increase of twenty-eight percent (28%). The original contract quoted Proteck products that are cheaper products. Fleet Maintenance has upgraded the oil to Boswell house brands and the grease is a Chevron product that works much better on the heavy equipment used by the County. After review by Fleet Maintenance, their opinion is that everything within the contract is fair and reasonable and the prices are all very competitive.

Options:

Funding Requested	$ 69,901.00
Are funds within current budget?	Yes
Source of Funds	Various

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

Approvals:

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

Attachments:

Financial Supplement
Signature Request Authorization
Contract
Attachment A - Boswell pricing changes
FY 2027 Price Increase Requests

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 388/2026

Funds Requested: $ 69,901.00

Request Budgeted: Yes

Proposed Source of Funding:

Various

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2027	TBD	TBD	522205-VEHICLE MAINTENANCE	$69,901.00

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 8, 2026

To: David Gibbs, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 011-46-1

Bid/Contract Name: Vehicle Oils & Lubricants Annual Contract Renewal

Department(s) Requesting Contract: Multiple

Recipient Name Award: Boswell Oil Company

Contract Description:

☒ Annual Contract ☐ New ☒ Renewal

FY 2026 Projected Spend: $54,610

☐ Price Increase Requested Increase Percentage: 28%

☒ Project/Service Contract FY 27 Estimated Amount:$69,901

☐ Product Contract Estimated Amount:

Comment:

Year two (2) of a possible five (5) year contract.
Boswell has requested price increases for FY 2027 with an average increase of twenty-eight percent (28%). The original contract quoted Proteck products that are cheaper products. Fleet Maintenance has upgraded the oil to Boswell house brands and the grease is a Chevron product that works much better on the heavy equipment used by the County.
After review by Dale Heim, her opinion is that everything within the contract is fair and reasonable and the prices are all very competitive. Staying with Boswell will be the wisest way for the county to purchase these automotive oils and machinery fluids. The overall price increase the County paid initially on this contract for the fluids used is 18%. The price increase over what we were paying after negotiations with Boswell is lower than 21.6%. Fleet Maintenance believes that the requested

pricing for FY 2027 is comparable to or less than the market increases. See attached worksheets for additional information. Fleet Maintenance has reviewed and approved all of the increases for FY 2027. Boswell Oil Company is a vendor 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
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

April 23, 2026

Boswell Oil Company
150 Floyd Drive
Athens, GA 30607
Attn: Kristin Meyer
kmeyer@boswelloil.com

RE: IFB #011-46-1 Vehicle Oils & Lubricants Annual Contract: Fiscal Year 2027 Contract Renewal

Dear Kristin,

Attached you will find Contract Renewal #1 extending your present contract through June 30, 2027, as per the same terms and conditions of Bid #011-46.

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 #011-46-1

Contract Renewal #1

Vehicle Oils & Lubricants Annual Contract

April 23, 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 #011-46, Vehicle Oils & Lubricants Annual Contract dated June 26, 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.

Boswell Oil Company

By: Gayle P. Floyd

Print Name: Micah Brownlee / Gayle Floyd

Title: Account Manager

Date: 5/7/2026

HALL COUNTY, GEORGIA

By: _____

David Gibbs, Chairman

Board or Commissioners

Date: _____

Sworn to and subscribed before me this

7th Day of May, 2026

Notary Public

Notary commission expires: 03.07.27

FRANCES D THORNTON
MY COMMISSION EXPIRES
NOTARY PUBLIC
03/07/2027
OGLETHORPE CO, GEORGIA

Attestation: _____
Commission Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

State of Georgia
County of Hall

Contract #011-46-1

Attachment A

Vehicle Oils & Lubricants Annual Contract

April 23, 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 find attached for pricing
"Hall Co-Boswell Pricing 5.7.2026.pdf"

IFB #011-46

Vehicle Oils & Lubricants Annual Contract

No.	Item Description	Mfr's Name	Part Number	UOM	Unit Price	Sub Item Info
1	Motor Oil, SAE 15W-40, 55 Gal Drum	Conoco	Fleet Supreme EC 15W40	DRUM	$517.55	Boswell Oil HD 15w40 CK-4 Item# 150290981
2	Motor Oil, SAE 15W-40, 55 Gal Drum	Mobil	Fleet 15W40	DRUM	$517.55	Boswell Oil HD 15w40 CK-4 Item# 150290981
3	Motor Oil, SAE 15W-40, 6 Quarts / Case	Mobil	Delvac 1300 15W40	CS	$59.79	Chevron Delo 400 XLE 15w40 Item# 257004481
4	Motor Oil, SAE 15W-40, 12 Quarts / Case	Proteck	Elite Synthetic Blend 15W40	CS	$54.24	Chevron URSA Super Plus ED 15w40 Item# 257005429
5	Motor Oil, 5W30, 55 Gal Drum	Proteck	Elite Synthetic Blend 5W30	DRUM	$582.45	Boswell Oil Syn Bld 5w30 Item# 150047981
6	Motor Oil, 5W30, 12 Quarts / Case	Proteck	Elite Synthetic Blend 5W30	CS	$47.82	Chev Supreme 5w30 Item# 212047721
7	Motor Oil, 5W20, 55 Gal Drum	Proteck	Elite Synthetic Blend 5W20	DRUM	$582.45	Boswell Oil Syn Bld 5w20 Item# 150046981
8	Motor Oil, 5W20, 12 Quarts / Case	Proteck	Elite Synthetic Blend 5W20	CS	$47.82	Chev Supreme 5w20 Item# 212046721
9	Motor Oil, 5W30, 12 Quarts / Case	CAM2	Dexos1 Full Synthetic 5W30	CS	$47.82	Chev Supreme 5w30 Item# 212047721
10	Universal Tractor Hydraulic Fluid, 55 Gal Drum	Proteck	J20C	DRUM	$955.35	Chev 1000 THF Item# 226606981
11	Anti-Wear Hydraulic Oil Fluid, 55 Gal Drum	Proteck	AW 46, ISO VG 46, SAE 15	DRUM	$450.45	Boswell Oil Hyd Oil AW 46 Item# 150674981
12	Automatic Transmission Fluid, 12 Quarts / Case	Mobil 1	Full Synthetic Trans Fluid	CS	$50.73	Chev ATF MD-3 Item# 226502721
13	Lubricant / Grease, 400 Lb / Drum	Proteck	Tacky Red	DRUM	$411.90	Chev Ultra Duty HD 2 Item# 238011980
14	Lubricant / Grease, 120 Lb / Drum	Proteck	Tacky Red	DRUM	$494.40	Chev Ultra Duty HD 2 Item# 238011873
15	Lubricant / Grease, 14oz, 50 / Case	Proteck	Tacky Red	CS	$35.53	Chev Ultra Duty HD 2 Item# 238011642

Item Code	Item Description	PACKAGING	INVOICED BY:	TOTAL PER U/M	Ext Price
150510981	BOSWELL OIL FULL SYN OEM 5W30	DRUM	GALLONS	55	$ 689.15
150290981	BOSWELL OIL HD 15W40 CK-4	DRUM	GALLONS	55	$ 722.70
150674981	BOSWELL OIL HYD OIL AW 46	DRUM	GALLONS	55	$ 578.60
150502981	BOSWELL OIL MP ATF D/M	DRUM	GALLONS	55	$ 820.60
150046981	BOSWELL OIL SYN BLD 5W20	DRUM	GALLONS	55	$ 582.45
150047981	BOSWELL OIL SYN BLD 5W30	DRUM	GALLONS	55	$ 582.45
226606981	CHV 1000 THF	DRUM	GALLONS	55	$ 955.35
226606448	CHV 1000 THF	PAIL	GALLONS	5	$ 88.90
~~257004481~~	~~CHV DELO 400 XLE 15W40~~	~~CASE 12 QUARTS~~	~~GALLONS~~	~~3~~	~~$ 59.79~~
257005429	CHV URSA SUPER PLUS ED 15W40	CASE 12 QUARTS	GALLONS	3	$ 54.24
227819490	CHV DELO ELC PRMX 50/50 ADV	CASE 6 GALLONS	GALLONS	6	$ 60.30
227819982	CHV DELO ELC PRMX ADVANC	DRUM	GALLONS	55	$ 577.50
223022319	CHV DELO GEAR EP-5 80W90	CASE	POUNDS	21.6	$ 78.68
223022983	CHV DELO GEAR EP-5 80W90	DRUM	POUNDS	400	$ 1,052.00
223073981	CHV DELO SYN ATF 668	DRUM	GALLONS	55	$ 1,757.25
255674981	CHV HYDRAULIC OIL AW ISO 46	DRUM	GALLONS	55	$ 695.20
259118652	CHV STARPLEX EP2	BOX OF 10 TUBES	POUNDS	8.75	$ 35.88
259118980	CHV STARPLEX EP2	DRUM	POUNDS	400	$ 1,588.00
259118873	CHV STARPLEX EP2	KEG	POUNDS	120	$ 544.32
224120721	CHV SUPREME 20W50	CASE 12 QUARTS	GALLONS	3	$ 47.82
238011873	CHV ULTRA-DUTY HD 2	KEG	POUNDS	120	$ 494.40
~~VP4021143~~	~~VP STREET LEGAL MV SYN ATF DEX V1~~	~~CASE 12 QUARTS~~	~~GALLONS~~		***INACTIVE*** Alternate replacement below
150536448	BOSWELL OIL MV SYN ATF	PAIL	GALLONS	5	$ 48.25
~~VP3952043~~	~~VP STREET LEGAL SYN 5W20~~	~~CASE 12 QUARTS~~	~~GALLONS~~		***INACTIVE*** Alternate replacement below
150509448	BOSWELL OIL FULL SYN 5W20	PAIL	GALLONS	5	$ 38.95
~~VP3752043~~	~~VP STREET LEGAL SYN BLD 5W20~~	~~CASE 12 QUARTS~~	~~GALLONS~~		***INACTIVE*** Alternate replacement below
150046448	BOSWELL OIL SYN BLD 5W20	PAIL	GALLONS	5	$ 31.30

*******NOTE THAT ALL OF THE ABOVE PRICES ARE SUBJECT TO CHANGE DUE TO THE INSTABILITY OF CURRENT MARKET CONDITIONS*******

IFB #011-46

Vehicle Oils & Lubricants Annual Contract

No.	Item Description	Mfr's Name	Part Number	UOM	Unit Price	Sub Item Info
1	Motor Oil, SAE 15W-40, 55 Gal Drum	Conoco	Fleet Supreme EC 15W40	DRUM	$722.70	Boswell Oil HD 15w40 CK-4 Item# 150290981
2	Motor Oil, SAE 15W-40, 55 Gal Drum	Mobil	Fleet 15W40	DRUM	$722.70	Boswell Oil HD 15w40 CK-4 Item# 150290981
3	Motor Oil, SAE 15W-40, 6 Quarts / Case	Mobil	Delvac 1300 15W40	CS	~~$59.79~~	~~Chevron Delo 400 XLE 15w40 Item# 257004481~~
4	Motor Oil, SAE 15W-40, 12 Quarts / Case	Proteck	Elite Synthetic Blend 15W40	CS	$54.24	Chevron URSA Super Plus ED 15w40 Item# 257005429
5	Motor Oil, 5W30, 55 Gal Drum	Proteck	Elite Synthetic Blend 5W30	DRUM	$582.45	Boswell Oil Syn Bld 5w30 Item# 150047981
6	Motor Oil, 5W30, 12 Quarts / Case	Proteck	Elite Synthetic Blend 5W30	CS	$47.82	Chev Supreme 5w30 Item# 212047721
7	Motor Oil, 5W20, 55 Gal Drum	Proteck	Elite Synthetic Blend 5W20	DRUM	$582.45	Boswell Oil Syn Bld 5w20 Item# 150046981
8	Motor Oil, 5W20, 12 Quarts / Case	Proteck	Elite Synthetic Blend 5W20	CS	$47.82	Chev Supreme 5w20 Iem# 212046721
9	Motor Oil, 5W30, 12 Quarts / Case	CAM2	Dexos1 Full Synthetic 5W30	CS	$47.82	Chev Supreme 5w30 Item# 212047721
10	Universal Tractor Hydraulic Fluid, 55 Gal Drum	Proteck	J20C	DRUM	$955.35	Chev 1000 THF Item# 226606981
11	Anti-Wear Hydraulic Oil Fluid, 55 Gal Drum	Proteck	AW 46, ISO VG 46, SAE 15	DRUM	$578.60	Boswell Oil Hyd Oil AW 46 Item# 150674981
12	Automatic Transmission Fluid, 12 Quarts / Case	Mobil 1	Full Synthetic Trans Fluid	CS	$50.73	Chev ATF MD-3 Item# 226502721
13	Lubricant / Grease, 400 Lb / Drum	Proteck	Tacky Red	DRUM	$1,508.00	Chev Ultra Duty HD 2 Item# 238011980
14	Lubricant / Grease, 120 Lb / Drum	Proteck	Tacky Red	DRUM	$494.40	Chev Ultra Duty HD 2 Item# 238011873
15	Lubricant / Grease, 14oz, 50 / Case	Proteck	Tacky Red	CS	$35.61	Chev Ultra Duty HD 2 Item# 238011642

	IFB #011-46 Vehicle Oils & Lubricants Annual Contract	BOSWELL OIL COMPANY		
		FY 2026 PRICING	Requested FY 2027 Price Revisions	
No.	Item Description	PRICE	PRICE	% of CHANGE
1	Motor Oil, SAE 15W-40, 55 Gal Drum	$509.30	$722.70	42%
2	Motor Oil, SAE 15W-40, 55 Gal Drum	$509.30	$722.70	42%
3	Motor Oil, SAE 15W-40, 6 Quarts / Case			
4	Motor Oil, SAE 15W-40, 12 Quarts / Case	$49.74	$54.24	9%
5	Motor Oil, 5W30, 55 Gal Drum	$369.60	$582.45	58%
6	Motor Oil, 5W30, 12 Quarts / Case	$37.44	$47.82	28%
7	Motor Oil, 5W20, 55 Gal Drum	$375.65	$582.45	55%
8	Motor Oil, 5W20, 12 Quarts / Case	$37.44	$47.82	28%
9	Motor Oil, 5W30, 12 Quarts / Case	$49.20	$47.82	-3%
10	Universal Tractor Hydraulic Fluid, 55 Gal Drum	$413.05	$955.35	131%
11	Anti-Wear Hydraulic Oil Fluid, 55 Gal Drum	$339.90	$578.60	70%
12	Automatic Transmission Fluid, 12 Quarts / Case	$79.89	$50.73	-37%
13	Lubricant / Grease, 400 Lb / Drum	$1,148.00	$1,508.00	31%
14	Lubricant / Grease, 120 Lb / Drum	$432.00	$494.40	14%
15	Lubricant / Grease, 14oz, 50 / Case	$172.35	$35.61	-79%
		TOTAL % INCREASE		28%

AGENDA ITEM

Financial Services

REPORT TO: **Work Session (06/22/26)**

REPORT TO: **Voting Meeting (06/25/26)**

ITEM NO: 364/2026

SUBJECT: Approve the award of IFB #001-47 Bottled Water Services for various County departments to Fontis Water, Inc. of Marietta, GA. The estimated annual cost is $68,631.00.

Meetings:

Work Session Date: 06/22/26

Voting Meeting Date: 06/25/26

Executive Summary:

Presenter: CM

Recommendation:
Approve.

Purpose of Request:
Approve the award of IFB #001-47 Bottled Water Services for various County departments to Fontis Water, Inc. of Marietta, GA. The estimated annual cost is $68,631.00.

History:
Although this will be a new contract, Fontis Water, Inc. has been the contract holder for bottled water services for the County for many years. Fontis Water, Inc. is a vendor in good standing with the County.

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

There were two (2) additional proposals presented for this contract rebid. However, neither vendor offered bottled water and the alternate proposals are not acceptable.

Options:

Funding Requested	$ 68,631.00
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
Bid Tab
Contract Signature Request
Contract

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 364/2026

Funds Requested: $ 68,631.00

Request Budgeted: Yes

Proposed Source of Funding:

Various

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2027	TBD	TBD	521000-PROFESSIONAL SERVICES	$68,631.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: TS

Phone: 770-531-3900

IFB #001-47

Bottled Water Service Annual Contract

No.	Item Description	UOM	FONTIS WATER, INC. MARIETTA, GA	DUPLICATING PRODUCTS, INC. FLOWERY BRANCH, GA	CULLIGAN QUENCH KING OF PRUSSIA, PA
				NO BOTTLED WATER OFFERED	NO BOTTLED WATER OFFERED
1	SPRING WATER, 5 GAL BOTTLE	EA	$7.50		
2	DISTILLED WATER, 3 GAL BOTTLE	EA	$70.00		
3	SPRNG WATER, 16.9 OZ BOTTLE, 24/CS	CS	$10.50		
4	DISTILLED WATER, 16.9 OZ BOTTLE, 24/CS	CS	N/A		
5	DISPENSER, COLD ONLY, MONTHLY RENTAL FEE	EA			
6	DISPENSER, HOT/COLD, MONTHLY RENTAL FEE	EA	$8.00	$50.00**Alternate Water Source***	$55.00 ***Alternate Water Source***
7	CONE CUPS, 1,000/CS	EA	137.5****		$92.00
8	DAMAGED BOTTLE FEE	EA	$7.00		
	ENERGY SURCHARGE ***Vendor Request***		$3.95		

******per 2.500 cups/case******

***** Requires Water Source in Building*****

BUDGET AMOUNT: **Annual Contract**
TOTAL AWARDED AMOUNT: **Annual Contract**
BIDS MAILED: **14** **HALL: 1**
BIDS RECEIVED: **3** **(1-NO BIDS)** **HALL: 2**
FUNDS: **Annual Contract**

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 27, 2026

To: David Gibbs, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 001-47

Bid/Contract Name: Bottled Water Services

Department(s) Requesting Contract: Multiple

Award Recipient Name: Fontis Water, Inc.

Contract Description:

☒ Annual Contract ☒ New ☐ Renewal

FY 2026 Projected Spend: $67,286

☐ Price Increase Requested Increase Percentage: 0%

☒ Project/Service Contract FY 27 Estimated Amount:$68,631

☐ Product Contract Estimated Amount:

Comment:

Year one (1) of a possible five (5) year contract.
Fontis Water, Inc. has been the vendor on previous contracts and has serviced the County very well. The other submissions were for alternatives that the County does not wish to pursue and they did not offer any type of bottled water.
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: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
Exhibit B – Contract for Services

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT #001-47

For the provision of

Bottled Water Services

ARTICLE #101 – INTRODUCTION

This Contract for bottled water services (hereinafter "Services") is made and as entered into as of _____ (execution date) and is by and between Hall County, Georgia, (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Fontis Water, Inc. which is principally located at 3929 Canton Rd Marietta, GA. (hereinafter "Contractor").

WHEREAS Contractor is an entity that is legally registered and qualified and holding any such licenses and certifications as may be required to render Services to do business in the State of Georgia. County and Contractor are known individually as a "Party" and collectively as the "Parties"; 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
Laura Falleck
Purchasing Supervisor
Hall County Government
2875 Browns Bridge Rd
Gainesville, GA 30504
lfalleck@hallcounty.org
Ph: (770) 531-4939

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

CONTRACTOR'S CONTACT INFORMATION

Contact Name(s): Mary Raugh

Email Address(es): Mary@fontiswater.com

Phone Number(s): 678-494-1981

Physical Address: 3929 Canton Rd.

City/State/ZIP: Marietta GA 30066

REMIT TO ADDRESS (if different): PO Box 4005
Marietta GA 30061

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

For multi-year contracts, the term will be for five (5) years, with one (1) initial year followed by four (4) one-year renewal options. Renewals are not automatic nor guaranteed.

ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION

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

ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE

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

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

Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable control of and without the fault or negligence of the Contractor. If the Services to be provided to the County are interrupted by a force majeure event, as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due to the Contractor under this Contract. If delay results from a third-party's negligent conduct or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract.

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

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

B. **Obligations Beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to *ARTICLE #108 – TERMINATION PROVISIONS.*

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

ARTICLE #108 – TERMINATION PROVISIONS

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

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

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

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

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

E. **Termination due to Failure of Contractor to Act.** The County may terminate the Contract for any of the following reasons effective immediately without advance notice:
   1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
   2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees, have caused, or reasonably could cause, life, health, or safety to be jeopardized.
   3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal, or maliciously incorrect.
   4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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.
   6.

H. **Liquidated Damages. N/A for this Bid.**

ARTICLE #109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY

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

ARTICLE #110 – ASSIGNMENT AND DELEGATION BY CONTRACTOR

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

ARTICLE #111 – USE OF THIRD PARTIES

This Contract is for the benefit of the Parties hereto only and is not intended to benefit any third party or give rise to any duty or causes of action for any third party. All restrictions, obligations,

and responsibilities of the Contractor under the Contract shall also apply to third parties, if allowed in writing by the County. Any Contract with a third-party must also preserve the rights of the County.

ARTICLE #112 – ENTIRE CONTRACT

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

ARTICLE #113 – SEVERABILITY

If any paragraph, sub-paragraph, sentence, clause, phrase, or portion of this Contract is declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this Contract as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the remaining portions of this Contract not so held to be invalid or the application of this Contract to other circumstances not so held to be invalid.

ARTICLE #114 – RECORDS

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

ARTICLE #115 – ADDITIONAL TERMS AND CONDITIONS

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

ARTICLE #116 – WAIVER

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

ARTICLE #117 – CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS

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

B. The County has the right to require the Contractor to reassign or remove any employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is not suitable. The County's decision shall be final, and Contractor will remove the employee immediately and replace with a person of at least equivalent training, experience, and requisite qualifications as quickly as possible, subject to the County's approval.
C. Contractor agrees to obtain prior written approval from the County for the use of subcontractors to provide the Services described in Scope of Work prior to subcontractors' performance of work. Such non-disclosure of subcontractors may result in non-payment for Services.

ARTICLE #118 – INSURANCE REQUIREMENTS

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

Workers' Compensation Insurance: Required for all contracts.

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

Additional Provisions:

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

General Liability Insurance: Required for all service contracts.

- $2,000,000 General Aggregate
- $2,000,000 Products & Completed Operations Aggregate
- $1,000,000 Each Occurrence
- $1,000,000 Personal & Advertising Injury
- $500,000 Damages to Premises/Fire/Legal
- $5,000 Medical Payments

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

- $1,000,000 Combined Single Limit Or $500,000 per Person/$1,000,000 per Occurrence

- $100,000 Property Damage
- $1,000 for Medical Payments (no fault coverage)

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

Umbrella Liability Insurance: Required for all contracts.
$1,000,000 per Occurrence

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

Professional Liability Insurance (Errors & Omissions): Required for all professional service contracts. This shall include any consultants, medical, legal, technical, insurance agents, or other professions that require proper licenses.
- $1,000,000 Each Claim/Wrongful Act
- $2,000,000 General Aggregate
- If written on a claim's made policy, the policy must be maintained for at least two (2) years after the completion of the work and/or contract.

ARTICLE #119 – NO WAIVER

A. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its terms. The representatives of the Parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto.

B. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.

C. **Vehicles and Equipment.** Except for any specified County-owned equipment and vehicles listed herein, Contractor warrants that no Contractor employees, subcontractors or others will operate County-owned vehicles or equipment in the performance of this Contract without express written consent from the County. Contractor shall be responsible for providing all transportation and equipment necessary to deliver the Services under the Contract.

ARTICLE #120 – INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

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

ARTICLE #121 – COMPENSATION

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

ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR

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

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

   The Scope of Services shall remain in effect from the NTP date to substantial completion of the project. The Parties agree that the County will not pay or otherwise compensate the Contractor for any services, labor, materials, equipment, devices, or components thereof outside of the Scope of Work and/or beyond the term of this Contract, unless specifically authorized in writing as evidenced by an amendment pursuant to *ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION*, a time extension letter, or as otherwise authorized by the County.
B. **Invoice/Payment**
   1. Contractor shall invoice the County via email each month sent solely to accountspayable@hallcounty.org and only after the County inspects and accepts the Services provided. Receipt of the Services and/or materials does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in *Exhibit C – Cost Proposal Worksheet*.
   2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Each invoice shall include the Contractor's current "Remit to" address, a description of the Services provided, the invoice amount, the Contract number, and the associated PO number issued.

3. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted. The County does not pay for services not yet received but only in arrears except by written acceptance of pre-payment or deposit.
4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract, including sales and use taxes.
5. Contractor must submit Applications for Payment (Pay Apps) in accordance with the conditions of the Contract.
6. If monthly progress payments are agreed upon, then County will make such payments upon inspection of services completed by the County's Project Manager. Additionally, the County may employ Engineers of Record.
7. Retainage payments shall be paid by County after final acceptance of work.

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

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

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

F. The Contractor must not factor or assign payments to another entity or a financial institution. The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A

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

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

ARTICLE #124 – RETAINAGE – N/A
The County will retain and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage throughout the entire project and will release said retainage at the point of completion and final acceptance by the County.

ARTICLE #125 – VENUE AND GOVERNING LAW
The Parties agree that this Contract shall be interpreted, construed, and enforced in accordance with the laws of the State of Georgia. Should either party bring a legal suit to enforce the terms of this Contract, including suit in equity, the Parties agree and consent to file any such suit in the Superior Court of Hall County, Georgia.

ARTICLE #126 – NOTICE OF INTENT TO LITIGATE
Contractor hereby agrees not to file any civil action of disputes or claims relating to the Contract except after first giving thirty (30) days written notice to the County of the claim and the intent to initiate a civil action.

ARTICLE #127 – GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (E-Verify)
A. By signing this Contract, the Contractor certifies that prior to and throughout the performance of all applicable work under this Contract it will remain in full compliance with all federal and state immigration laws including, but not limited to, 8 U.S.C. § 1324a and the Georgia Security and Immigration Compliance Act (O.C.G.A. §13-10-90 et seq.), as amended by the Illegal Immigration Reform and Enforcement Act of 2011 regarding the verification of employment eligibility of employees under the Immigration Reform and Control Act of 1986. Contractor will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this Contract or any subcontract or sub-subcontract hereunder.
B. Contractor further certifies its compliance with the aforementioned federal and state immigration laws set forth by signing a sworn affidavit, the Georgia Security and Immigration Compliance Act Affidavit (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference providing services pursuant to this Contract.

ARTICLE #128 – ORDER OF PRECEDENCE
In the event of any inconsistency, ambiguity, or conflict among the specific provisions of the Contract and the Contractor's response, the order of precedence shall be as follows:
1. Any amendments to the Contract, including all exhibits thereto.
2. The Contract itself, including all exhibits thereto.
3. Attachments appended to the Contract.
4. All other Contract attachments appended to the Contract.

ARTICLE #129 – CONTRACT EXHIBITS AND ATTACHMENTS
The Parties mutually acknowledge that all exhibits and attachments listed below made a part of this Contract, as though expressly written in the solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

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

Exhibit F – Ethics Affidavit
Exhibit G – Scored Questions

ARTICLE #130 – SALES TAX EXEMPTION STATUS

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

ARTICLE #131 – HOLD HARMLESS AGREEMENT

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

ARTICLE #132 – NOT A JOINT VENTURE

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

ARTICLE #133 – CONTRACT TERMS AND CONDITIONS

1. All purchases must comply with the Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the terms and conditions herein and the Official Code of Hall County, the latter will govern.
3. The terms and conditions set herein shall supersede and govern over all vendor's terms and conditions or service level agreements.
4. The County retains the right to "red line" sections of the vendor's terms and conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order (PO) and delivery of goods or services shall be deemed as the vendor's full and complete acceptance of the County's terms and conditions.
6. The terms supplier, vendor, bidder, offeror, contractor, consultant, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one and the same, herein denoted as "supplier" for goods and "contractor" for services.
7. The terms goods, materials, commodities, components, drawings, drafts, renderings, plans (physical or digital), software, SaaS, capital asset equipment, vehicles, heavy earth-moving or other equipment (purchased or leased), or other such deliverables are herein denoted as "goods" and shall mean one and the same.
8. "Services" shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning, or otherwise where services are offered for consideration.

9. The County's payment terms are net 30 days (N30) in arrears. The County does not pay for services not yet rendered or goods not received and accepted. The County holds no obligation to goods delivered or services rendered that were not ordered and specified in writing. The vendor shall only deliver goods and services as described on the PO and within the Scope of Work and the vendor's bid response.
10. The vendor shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
11. The vendor shall not construe any verbal consent to purchase goods or services as valid.
12. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or specifications set forth in the PO, contract, or agreement unless mutually agreed in writing by both Parties.
13. The County does not accept automatic contract renewals except for monthly subscription services.
14. The County does not pay deposits towards goods ordered or services not yet rendered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
15. The County will accept back orders only if goods are out of stock and with prior written notice. The vendor shall ship all quantities that it has in stock and hold orders for back orders.
16. The County participates in cooperative purchasing agreements, State of Georgia Statewide Contracts, and other state and local intergovernmental agreements, memorandums of understanding, and other such agreements.
17. For all legalities, the jurisdiction shall be the State of Georgia, County of Hall.
18. Deliveries shall be made to the ship-to address(es) listed on the PO and within the specified time. The vendor must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
19. Risk of loss of the goods shall pass to the County upon inspection and acceptance only. Receipt of goods or services does not constitute acceptance. Title to goods shall remain with the vendor until acceptance by the County.
20. The vendor warrants that its goods and services are merchantable, and it has a legal right to deliver the goods and services and as described herein.
21. The County shall have the right to inspect all goods or services at the time and place of delivery.
22. No right or interest in the contract shall be assigned by the vendor without written permission of the County, and no delegation of any obligation owed or the performance of any obligation by the vendor shall be made without the written permission of the County. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
23. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
24. This issuance of a PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 et seq. of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
25. All goods and services supplied pursuant to a PO shall, unless otherwise noted, conform exactly to all the descriptions, specifications, exhibits, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other solicitations upon which the PO is based, and the terms, conditions, and specifications of the solicitation are incorporated herein by reference and made a part hereof.
26. All media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials owned by the County shall become and remain County property and shall be delivered to the County upon request.

27. Invoices should be submitted to the County as described in the PO. Each PO number and/or contract number must be shown on each invoice submitted.
28. A PO issued with an attached contract or agreement, the terms and conditions of the attached contract or agreement shall govern in the event of any conflict with these terms and conditions.
29. The vendor may be suspended, terminated, or debarred if it is determined that it has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein. Thus, the vendor certifies that it and any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
30. The vendor certifies that it is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
31. Goods are Free-On-Board (F.O.B.) destination unless otherwise denoted. Freight, shipping, and delivery shall be pre-paid and added to the invoice as a separate line item. The vendor shall charge the County the exact amount of freight, delivery, handling, and insurance charges.
32. The County does not pay late fees nor interest charges.
33. The County is not bound to any minimum or maximum quantity or dollar amount set by the vendor.
34. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.
35. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Contractor's Full Legal Name Below:

Fortis Water Inc.

By: _____

Print Name: JAMES H CARROLL

Title: CEO

Sworn to and subscribed before me this

15th Day of May, 2026.

Notary Public: Mary Saskel Raugh

Notary commission expires: 5/6/2030

[Seal or Stamp]

MARY SASKEL RAUGH NOTARY PUBLIC CHEROKEE COUNTY, GEORGIA MY COMMISSION EXPIRES MAY 06, 2030

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

Financial Services

REPORT TO: **Work Session (06/22/26)**

REPORT TO: **Voting Meeting (06/25/26)**

ITEM NO: 393/2026

SUBJECT: Approve the award of IFB #008-47 Vehicle Fuels Delivery for various County departments to James River Solutions of Gainesville, GA. The estimated annual cost is $143,820.00.

Meetings:

Work Session Date: 06/22/26

Voting Meeting Date: 06/25/26

Executive Summary:

Presenter: TS

Recommendation:
Approve.

Purpose of Request:
Approve the award of IFB #008-47 Vehicle Fuels Delivery for various County departments to James River Solutions of Gainesville, GA. The estimated annual cost is $143,820.00.

History:
This contract will provide diesel and gasoline to fuel Fire Rescue/EMS and Landfill vehicles and equipment.

Facts and Issues:

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

James River Solutions was the low cost bidder and it is requested that this contract be awarded as such.

Options:

Funding Requested	$ 143,820.00
Are funds within current budget?	Yes
Source of Funds	Landfill and Fire Services Fund
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

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

Attachments:

Financial Supplement
Bid Tabulation
Signature Request
Contract
EXHIBIT C - James River

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 393/2026

Funds Requested: $ 143,820.00

Request Budgeted: Yes

Proposed Source of Funding:

Landfill and Fire Services Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2027	TBD	TBD	531270-FUEL	$143,820.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: TS

Phone: 770-531-3900

IFB #008-47, VEHICLE FUELS DELIVERY

ANNUAL CONTRACT

ITEM NO.	ITEM DESCRIPTION	UOM	BOSWELL OIL ATHENS, GA	MANSFIELD OIL GAINESVILLE, GA	JAMES RIVER SOLUTIONS GAINESVILLE, GA
1	REGULAR UNLEADED GASOLINE, MARK-UP OVER OPIS PRICE	GAL	$0.22	$0.1853	$0.0600
2	LOW SULFUR DIESEL FUEL, MARK-UP OVER OPIS PRICE	GAL	$0.22	$0.2062	$0.1000

BIDS MAILED: 28 HALL: 10

BIDS RECEIVED: 3 (0-NO BID) HALL: 2

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andrew Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

CONTRACT EXECUTION SIGNATURE REQUEST

Date: June 8, 2026

To: David Gibbs, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 008-47

Bid/Contract Name: Vehicle Fuels Delivery Annual Contract

Department(s) Requesting Contract: Multiple

Award Recipient Name: James River Solutions

Contract Description:

☒ Annual Contract ☒ New ☐ Renewal

FY 2026 Projected Spend: $141,000

☐ Price Increase Requested Increase Percentage: 0%

☒ Project/Service Contract FY 27 Estimated Amount:$143,820

☐ Product Contract Estimated Amount:

Comment:

Year one (1) of a possible five (5) year contract.
James River Solutions was the low-cost bidder and it is requested that this contract be awarded as such.
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: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
Exhibit B – Contract for Services

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT #008-47

For the provision of

Vehicle Fuels Delivery Annual Contract

ARTICLE #101 – INTRODUCTION

This Contract for vehicle fuels delivery (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 James River Solutions which is principally located at 200 West Academy Street, 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
Bradley Martin
Deputy Chief of Administration
Hall County Fire Rescue
470 Crescent Drive
Gainesville, GA 30501
bmartin@hallcounty.org
Ph: (678) 343-0636

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

CONTRACTOR'S CONTACT INFORMATION

Contact Name(s): Tracy Little - Managing Partner, Ellie Burkitt - Project Manager

Email Address(es): Tracy@jrpenergy.com / Eburkitt@jrpenergy.com

Phone Number(s): 804-399-8900 / 804-237-9958

Physical Address: 200 West Academy Street

City/State/ZIP: Gainesville, GA 30501

REMIT TO ADDRESS (if different): PO Box 5450 Carol Stream, IL 60197-5450

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

For multi-year contracts, the term will be for five (5) years, with one (1) initial year followed by four (4) one-year renewal options. Renewals are not automatic nor guaranteed.

ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION

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

ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE

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

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

Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable control of and without the fault or negligence of the Contractor. If the Services to be provided to the County are interrupted by a force majeure event, as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due to the Contractor under this Contract. If delay results from a third-party's negligent conduct or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract.

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

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

B. **Obligations Beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to *ARTICLE #108 – TERMINATION PROVISIONS.*

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

ARTICLE #108 – TERMINATION PROVISIONS

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

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

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

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

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

E. **Termination due to Failure of Contractor to Act.** The County may terminate the Contract for any of the following reasons effective immediately without advance notice:
   1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
   2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees, have caused, or reasonably could cause, life, health, or safety to be jeopardized.
   3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal, or maliciously incorrect.
   4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in *ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS*.

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

G. **Contractor's Termination Duties.** Upon receipt of a Notice of Termination, the Contractor shall:
   1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of Notice of Termination describing the status of all work under the Contract including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
   2. Immediately cease use and return to the County any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
   3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.
   4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the Notification of Termination and the substitution of any replacement Contractor.
   5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

H. **Liquidated Damages – N/A for this contract.**

ARTICLE #109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY

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

ARTICLE #110 – ASSIGNMENT AND DELEGATION BY CONTRACTOR

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

ARTICLE #111 – USE OF THIRD PARTIES

This Contract is for the benefit of the Parties hereto only and is not intended to benefit any third party or give rise to any duty or causes of action for any third party. All restrictions, obligations, and responsibilities of the Contractor under the Contract shall also apply to third parties, if allowed

in writing by the County. Any Contract with a third-party must also preserve the rights of the County.

ARTICLE #112 – ENTIRE CONTRACT

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

ARTICLE #113 – SEVERABILITY

If any paragraph, sub-paragraph, sentence, clause, phrase, or portion of this Contract is declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this Contract as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the remaining portions of this Contract not so held to be invalid or the application of this Contract to other circumstances not so held to be invalid.

ARTICLE #114 – RECORDS

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

ARTICLE #115 – ADDITIONAL TERMS AND CONDITIONS

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

ARTICLE #116 – WAIVER

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

ARTICLE #117 – CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS

A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment, chemical, material, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County as quickly as possible. In the event of such replacement, Contractor shall (i) notify County of any resulting replacement, (ii) introduce an individual serving as a replacement to County, and/or (iii) provide County with a résumé and any other information regarding an individual that may be reasonably requested by County.
B. The County has the right to require the Contractor to reassign or remove any employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is

not suitable. The County's decision shall be final, and Contractor will remove the employee immediately and replace with a person of at least equivalent training, experience, and requisite qualifications as quickly as possible, subject to the County's approval.

C. Contractor agrees to obtain prior written approval from the County for the use of subcontractors to provide the Services described in Scope of Work prior to subcontractors' performance of work. Such non-disclosure of subcontractors may result in non-payment for Services.

ARTICLE #118 – INSURANCE REQUIREMENTS

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

Workers' Compensation Insurance: Required for all contracts.

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

Additional Provisions:

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

General Liability Insurance: Required for all service contracts.

- $2,000,000 General Aggregate
- $2,000,000 Products & Completed Operations Aggregate
- $1,000,000 Each Occurrence
- $1,000,000 Personal & Advertising Injury
- $500,000 Damages to Premises/Fire/Legal
- $5,000 Medical Payments

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

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

Additional Provisions:

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

Umbrella Liability Insurance: Required for all contracts.
$1,000,000 per Occurrence

Additional Provisions: Required for all contracts.

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

Professional Liability Insurance (Errors & Omissions): Required for all professional service contracts. This shall include any consultants, medical, legal, technical, insurance agents, or other professions that require proper licenses.

- $1,000,000 Each Claim/Wrongful Act
- $2,000,000 General Aggregate
- If written on a claim's made policy, the policy must be maintained for at least two (2) years after the completion of the work and/or contract.

ARTICLE #119 – NO WAIVER

A. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its terms. The representatives of the Parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto.

B. **Solicitation**. The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.

C. **Vehicles and Equipment.** Except for any specified County-owned equipment and vehicles listed herein, Contractor warrants that no Contractor employees, subcontractors or others will operate County-owned vehicles or equipment in the performance of this Contract without express written consent from the County. Contractor shall be responsible for providing all transportation and equipment necessary to deliver the Services under the Contract.

ARTICLE #120 – INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

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

ARTICLE #121 – COMPENSATION

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

ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR

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

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

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

B. **Invoice/Payment**
   1. Contractor shall invoice the County via email each month sent solely to accountspayable@hallcounty.org and only after the County inspects and accepts the Services provided. Receipt of the Services and/or materials does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in *Exhibit C – Cost Proposal Worksheet*.
   2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Each invoice shall include the Contractor's current "Remit to" address, a description of the Services provided, the invoice amount, the Contract number, and the associated PO number issued.
   3. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted. The County does not pay for services not yet received but only in arrears except by written acceptance of pre-payment or deposit.
   4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract, including sales and use taxes.

5. Contractor must submit Applications for Payment (Pay Apps) in accordance with the conditions of the Contract.
6. If monthly progress payments are agreed upon, then County will make such payments upon inspection of services completed by the County's Project Manager. Additionally, the County may employ Engineers of Record.
7. Retainage payments shall be paid by County after final acceptance of work.

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

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

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

F. The Contractor must not factor or assign payments to another entity or a financial institution. The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this bid

ARTICLE #124 – RETAINAGE – N/A for this bid

ARTICLE #125 – VENUE AND GOVERNING LAW

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

ARTICLE #126 – NOTICE OF INTENT TO LITIGATE

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

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

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

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

ARTICLE #128 – ORDER OF PRECEDENCE

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

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

ARTICLE #129 – CONTRACT EXHIBITS AND ATTACHMENTS

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

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

ARTICLE #130 – SALES TAX EXEMPTION STATUS

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

ARTICLE #131 – HOLD HARMLESS AGREEMENT

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

ARTICLE #132 – NOT A JOINT VENTURE

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

ARTICLE #133 – CONTRACT TERMS AND CONDITIONS

1. All purchases must comply with the Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the terms and conditions herein and the Official Code of Hall County, the latter will govern.
3. The terms and conditions set herein shall supersede and govern over all vendor's terms and conditions or service level agreements.
4. The County retains the right to "red line" sections of the vendor's terms and conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order (PO) and delivery of goods or services shall be deemed as the vendor's full and complete acceptance of the County's terms and conditions.
6. The terms supplier, vendor, bidder, offeror, contractor, consultant, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one and the same, herein denoted as "supplier" for goods and "contractor" for services.
7. The terms goods, materials, commodities, components, drawings, drafts, renderings, plans (physical or digital), software, SaaS, capital asset equipment, vehicles, heavy earth-moving or other equipment (purchased or leased), or other such deliverables are herein denoted as "goods" and shall mean one and the same.
8. "Services" shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning, or otherwise where services are offered for consideration.
9. The County's payment terms are net 30 days (N30) in arrears. The County does not pay for services not yet rendered or goods not received and accepted. The County holds no obligation to goods delivered or services rendered that were not ordered and specified in writing. The vendor shall only deliver goods and services as described on the PO and within the Scope of Work and the vendor's bid response.
10. The vendor shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
11. The vendor shall not construe any verbal consent to purchase goods or services as valid.
12. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or specifications set forth in the PO, contract, or agreement unless mutually agreed in writing by both Parties.
13. The County does not accept automatic contract renewals except for monthly subscription services.
14. The County does not pay deposits towards goods ordered or services not yet rendered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.

15. The County will accept back orders only if goods are out of stock and with prior written notice. The vendor shall ship all quantities that it has in stock and hold orders for back orders.
16. The County participates in cooperative purchasing agreements, State of Georgia Statewide Contracts, and other state and local intergovernmental agreements, memorandums of understanding, and other such agreements.
17. For all legalities, the jurisdiction shall be the State of Georgia, County of Hall.
18. Deliveries shall be made to the ship-to address(es) listed on the PO and within the specified time. The vendor must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
19. Risk of loss of the goods shall pass to the County upon inspection and acceptance only. Receipt of goods or services does not constitute acceptance. Title to goods shall remain with the vendor until acceptance by the County.
20. The vendor warrants that its goods and services are merchantable, and it has a legal right to deliver the goods and services and as described herein.
21. The County shall have the right to inspect all goods or services at the time and place of delivery.
22. No right or interest in the contract shall be assigned by the vendor without written permission of the County, and no delegation of any obligation owed or the performance of any obligation by the vendor shall be made without the written permission of the County. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
23. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
24. This issuance of a PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 et seq. of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
25. All goods and services supplied pursuant to a PO shall, unless otherwise noted, conform exactly to all the descriptions, specifications, exhibits, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other solicitations upon which the PO is based, and the terms, conditions, and specifications of the solicitation are incorporated herein by reference and made a part hereof.
26. All media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials owned by the County shall become and remain County property and shall be delivered to the County upon request.
27. Invoices should be submitted to the County as described in the PO. Each PO number and/or contract number must be shown on each invoice submitted.
28. A PO issued with an attached contract or agreement, the terms and conditions of the attached contract or agreement shall govern in the event of any conflict with these terms and conditions.
29. The vendor may be suspended, terminated, or debarred if it is determined that it has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein. Thus, the vendor certifies that it and any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
30. The vendor certifies that it is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
31. Goods are Free-On-Board (F.O.B.) destination unless otherwise denoted. Freight, shipping, and delivery shall be pre-paid and added to the invoice as a separate line item. The vendor shall charge the County the exact amount of freight, delivery, handling, and insurance charges.
32. The County does not pay late fees nor interest charges.

33. The County is not bound to any minimum or maximum quantity or dollar amount set by the vendor.
34. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.
35. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Contractor's Full Legal Name Below:

James River Solutions, LLC

By: _____

Print Name: Tracy Little

Title: Managing Partner

Sworn to and subscribed before me this

3rd Day of June, 2026.

Notary Public: Bridget Bailey

Notary commission expires: 1/31/29

[Seal or Stamp]

BRIDGET BAILEY
NOTARY PUBLIC
REG. #7735428
MY COMMISSION EXPIRES
JANUARY 31, 2029
COMMONWEALTH OF VIRGINIA

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
Andy Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

EXHIBIT C
COST PROPOSAL WORKSHEET

IFB #008-47

Company Name: James River Solutions

Bidder's Name: Tracy Little

Bidder's Signature:

Date: 6/3/26

Item	Product/Service Description	Quoted Contract Price
1.	Regular Unleaded Gasoline • Local Deliveries, 800- Gallons or Less • Average OPIS Price (+) or (-)	$ +0.06 /PER GALLON
2.	Low Sulfur Diesel Fuel • Local Deliveries, 4,500 Gallons or Less • Average OPIS Proce (+) or (-)	$ +0.1000 /PER GALLON

AGENDA ITEM

Financial Services

REPORT TO: **Work Session (06/22/26)**

REPORT TO: **Voting Meeting (06/25/26)**

ITEM NO: 284/2026

SUBJECT: Approve the Fiscal Year 2027 Budget Resolutions: (1) Fiscal Year 2027 Budget Resolution, (2) Victim Witness Program, and (3) Community Service Center Fund Balance Resolution.

Meetings:

Work Session Date: 06/22/26 **Voting Meeting Date:** 06/25/26

Executive Summary:

Presenter: TS

Recommendation:
Approve.

Purpose of Request:
Approve the Fiscal Year 2027 Budget Resolutions: (1) Fiscal Year 2027 Budget Resolution, (2) Victim Witness Program, and (3) Community Service Center Fund Balance Resolution.

History:
A balanced budget is recommended and adopted before the beginning of each fiscal year.

Facts and Issues:

Options:

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

Approvals:

Submit	Budget	Finance	Attorney
TS	JM	TS	JL
Administration		Clerk	

Administration	Clerk
CR	JR

Attachments:

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 284/2026

Funds Requested: $ 0.00

Request Budgeted: No

Proposed Source of Funding:

N/A

Budget Transfer Requested:

No

Funding Source Items:

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: TS

Phone: 770-531-3900

AGENDA ITEM

Financial Services

REPORT TO: **Work Session (06/22/26)**

REPORT TO: **Voting Meeting (06/25/26)**

ITEM NO: 285/2026

SUBJECT: Approve the Fiscal Year 2026 Budget Adjustment Resolution.

Meetings:

Work Session Date: 06/22/26 **Voting Meeting Date:** 06/25/26

Executive Summary:

Presenter: TS

Recommendation:
Approve.

Purpose of Request:

Approve the Fiscal Year 2026 Budget Adjustment Resolution.

History:
This resolution is signed each year by the Board of Commisoners in order for Financial Services to properly close out the fiscal year and make any final budget adjustments in accordance with Generally Accepted Accounting Principles (GAAP).

Facts and Issues:

Options:

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

Approvals:

Submit	Budget	Finance	Attorney
TS	JM	TS	JL
Administration		**Clerk**	

Administration	Clerk
CR	JR

Attachments:

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 285/2026

Funds Requested: $ 0.00

Request Budgeted: No

Proposed Source of Funding:

Budget Transfer Requested: No

Funding Source Items:

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: TS

Phone: 770-531-3900

AGENDA ITEM

Fire Rescue

REPORT TO: **Work Session (06/22/26)**

REPORT TO: **Voting Meeting (06/25/26)**

ITEM NO: 306/2026

SUBJECT: Approve the renewal of the annual contract for IFB #005-45 Firefighting Equipment for Fire Rescue to North America Fire Equipment Co., Inc. (NAFECO) of Decatur, AL. The estimated annual cost is $410,000.00.

Meetings:

Work Session Date: 06/22/26 **Voting Meeting Date:** 06/25/26

Executive Summary:

Presenter: JS

Recommendation:
Approve.

Purpose of Request:

Approve the renewal of the annual contract for IFB #005-45 Firefighting Equipment for Fire Rescue to North America Fire Equipment Co., Inc. (NAFECO) of Decatur, AL. The estimated annual cost is $410,000.00.

History:
NAFECO has been an outstanding vendor with the County for many years.

Although there are additional items on this contract, NAFECO was only awarded the turnout gear as stated last year under Facts and Issues on HCAM Item #356/2025.

Facts and Issues:
Year three (3) of a possible five (5) year contract. NAFECO has requested a three percent (3%) price increase for FY 2027 due to the increases in costs for materials and manufacturing. Fire Rescue has approved the price increases.

Options:

Funding Requested	$ 410,000.00
Are funds within current budget?	Yes
Source of Funds	Fire Services Fund
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Buyer	submit	approve	Purchasing
JD	JS	JS	AY
Budget	**Finance**	**Attorney**	**Administration**
JM	TS	JL	CR
Clerk			
JR			

Attachments:

Financial Supplement
Contract Signature Request
Contract
Requested Price Increases for FY 2027

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 306/2026

Funds Requested: $ 410,000.00

Request Budgeted: Yes

Proposed Source of Funding:

Fire Services Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2027	270-FIRE SERVICES FUND	3520-FIRE RESCUE	531700-UNIFORMS	$410,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: JS

Phone: 404-597-0084

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andrew Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

CONTRACT EXECUTION SIGNATURE REQUEST

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: 005-45-2

Bid/Contract Name: Firefighting Equipment Annual Contract

Department(s) Requesting Contract: Fire Resue

Award Recipient Name: North American Fire Equipment Co., Inc.

Contract Description:

☒ Annual Contract ☐ New ☒ Renewal

FY 2026 Projected Spend: $200,000

☐ Price Increase Requested Increase Percentage: 3%

☐ Project/Service Contract FY 27 Estimated Amount:$

☒ Product Contract FY27 Estimated Amount: $410,000

Comment:
Year three (3) of a possible five (5) year contract. FY 2027 Renewal. North American Fire Equipment Co., Inc. is the current vendor for Fire Rescue's Turnout Gear. NAFECO has been an outstanding vendor for Hall County for many years. They have requested a three percent (3%) price increase for FY 2027 due to the increases in costs for materials and manufacturing. See letter from the vendor for more details. Fire Rescue has approved the price increases for FY 2027. Although there are additional items listed on this contract, NAFECO was only awarded the turnout gear coats and pants for this contract as stated last year under Facts and Issues on HCAM Item #356/2025.
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
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

June 4, 2026

North America Fire Equipment Co., Inc.
1515 West Moulton Street
Decatur, AL 35601
Attn: Ronald Woodall
Ronald.woodall@nafeco.com

RE: IFB #005-45-2, Firefighting Equipment Annual Contract Fiscal Year: 2027 Renewal

Dear Ronald,

Attached you will find Contract Renewal #2 extending your present contract through June 30, 2027, as per the same terms and conditions of Bid #005-45.

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 #005-45-2

Contract Renewal #2

Firefighting Equipment Annual Contract

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 #005-45, Firefighting Equipment Annual Contract dated June 13, 2024; and

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

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

1. By extending the Contract Term through June 30, 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

Sworn to and subscribed before me this

30 Day of April, 2026

Notary Public: Rhonda Sanders

Notary commission expires: 06/30/26

HALL COUNTY, GEORGIA

By: _____

David Gibbs, Chairman

Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Name

Senior Ass ney

IFB #005-45 Firefighting Equipment Annual Contract	North Ameica Fire Equipment Co.,Inc. (NAFECO)		
	FY26 PRICING	Requested FY27 Price Revisions	
ITEM DESCRIPTION	PRICE	PRICE	% of CHANGE
Janesville V-Force Bi-Swing Coat	$2,414.45	$2,486.88	3%
Janesville V-Force Pant with Belt	$1,887.04	$1,943.65	3%
Cairns 1010 Helmet	NO BID	NO BID	
Helmet Front	NO BID	NO BID	
LION Liberty Coat, Khaki Armor	$1,858.00	$1,858.00	0%
LION liberty Traditional Pant, Khaki Armor	$954.00	$954.00	0%
LION suspender, Traditional H-Back 42"	$56.00	$56.00	0%
LION Lettering Patch	$124.00	$124.00	0%
	AVERAGE % CHANGE		3%

HALL COUNTY
GEORGIA We have it all in Hall

AGENDA ITEM

Fire Rescue

REPORT TO: **Work Session (06/22/26)**

REPORT TO: **Voting Meeting (06/25/26)**

ITEM NO: 380/2026

SUBJECT: Approve the renewal of annual contract for IFB #002-45 Disposable EMS Supply for Fire Rescue to Bound Tree Medical, LLC of Dublin, OH. The estimated annual cost is $360,010.00.

Meetings:

Work Session Date: 06/22/26

Voting Meeting Date: 06/25/26

Executive Summary:

Presenter: JS

Recommendation:
Approve.

Purpose of Request:
Approve the renewal of annual contract for IFB #002-45 Disposable EMS Supply for Fire Rescue to Bound Tree Medical, LLC of Dublin, OH. The estimated annual cost is $360,010.00.

History:
Bound Tree Medical, LLC is the current contract holder and has been a vendor in good standing with the County for many years.

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

Bound Tree is requesting price increases on the majority of items they provide Fire Rescue; however, there was no increase over 3%. The average overall increase will be 2.86% for FY 2027. See Attachment A for details. Fire Rescue has approved these increases for FY 2027.

Options:

Funding Requested	$ 360,010.00
Are funds within current budget?	Yes
Source of Funds	Emergency Services Fund
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2026-06-30

Approvals:

Buyer	submit	approve	Purchasing
JD	JS	JS	AY
Budget	**Finance**	**Attorney**	**Administration**
JM	TS	JL	CR
Clerk			
JR			

Attachments:

Financial Supplement
Signature Authorization Request
Contract
Attachment A - Requested Price Increases

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 380/2026

Funds Requested: $ 360,010.00

Request Budgeted: Yes

Proposed Source of Funding:

Emergency Services Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2027	271-EMERGENCY SERVICES FUND	3630-EMS	531100-GENERAL SUPPLIES AND MATERIALS	$360,010.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: JS

Phone: 404-597-0084

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 1, 2026

To: David Gibbs, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 002-45-2

Bid/Contract Name: Disposable EMS Supply Annual Contract

Department(s) Requesting Contract: Fire Rescue

Award Recipient Name: Bound Tree Medical, LLC

Contract Description:

☒ Annual Contract ☐ New ☒ Renewal

FY 2026 Projected Spend: $350,000

☐ Price Increase Requested Increase Percentage: 2.86%

☐ Project/Service Contract FY 27 Estimated Amount:$0

☒ Product Contract Estimated Amount: $360,010

Comment:

Year three (3) of a possible five (5) year contract.
Bound Tree is the current contract holder and has been a vendor in good standing with the County for many years.
Bound Tree did request price increases on the majority of the items they provide for Fire Rescue however, there were no increases over three percent (3%). The average percent price increase will be two-point eighty-six percent (2.86). See attached worksheet for details.
Fire Rescue has approved the price increases for FY 2027.
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
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

April 13, 2026

Bound Tree Medical, LLC
5000 Tuttle Crossing Blvd.
Dublin, OH 43016
Attn: Dwight Lowry
dwight.lowry@boundtree.com

RE: IFB #002-45-2 Disposable EMS Supply Annual Contract: Fiscal Year 2027 Contract Renewal

Dear Dwight,

Attached you will find Contract Renewal #1 extending your present contract through June 30, 2027, as per the same terms and conditions of Bid #002-45.

If you agree with the renewal, please sign and return a copy of the attached agreement on or before May 18, 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 #002-45-2

Contract Renewal #2

Disposable EMS Supply Annual Contract

April 13, 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 #002-45, Disposable EMS Supply Annual Contract dated May 25, 2023, and

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

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

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

BOUND TREE MEDICAL, LLC

By: _____

Print Name: Shawn Saylor

Title: Chief Financial Officer

Sworn to and subscribed before me this

28th Day of May, 2026

Notary Public: _____

Notary commission expires: 8 Nov. 2028

HALL COUNTY, GEORGIA

By. _____

David Gibbs, Chairman

Hall County Board of Commissioners

Date: _____

Attestment: _____

County Clerk

NOTARY PUBLIC STATE OF OHIO

KRYSTA K MARTIN
Notary Public
State of Ohio
My Comm. Expires
November 8, 2028

APPROVED AS TO FORM

_____

Nathaniel R.
Senior Assis

State of Georgia
County of Hall

Contract #002-45-2

Attachment A

Disposable EMS Supply Annual Contract

April 13, 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 file.

Bound Tree
Your Partner In EMS

5000 Tuttle Crossing Blvd. Dublin, OH 43016 614.760.5000 www.boundtree.com

May 28th, 2026

Hall County Government
Financial Services

RE: Contract Renewal 2 ; IFB 002-45 Disposable EMS Supply Annual Contract

To whom it may concern:

Bound Tree would be like to move forward with the renewal of the above referenced contract for the renewal period of July 1, 2026, through June 30, 2027.

As part of the contract renewal, we need to amend some pricing according to the allowance of the bid parameters. No increases greater than 3%. Also identified are discontinued items and replacements where able. As a result, we are requesting a contract amendment to adjust the contract prices.

There is no action you need to take if you accept the increases and substitutions; your contract will be amended, and you will continue to have access to the products. If you do not accept the current increases, please notify us on or before July 1, 2026, and the items will be removed from your contract.

We have attached a copy of the pricing in PDF and Excel for your ease of review. Thank you for your unwavering commitment to serving your communities and allowing us to be your trusted partner. We appreciate your partnership and your understanding of this situation. If you have any questions regarding these contract price changes, please reach out to your Bound Tree Account Manager our Contracts team by phone or email.

Sincerely,

Jim Luck
Account Manager
740.739.7127
jim.luck@boundtree.com

Dwight Lowry
Pricing Analyst, Bids & Contracts
614.760.5235
Dwight.Lowry@boundtree.com

Hall County Bid Line #	Hall County Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Selling UoM	Current Price	New Price	% Increase
1	Bite Stick: Latex Free, American Diagnostic #4010T or equivalent	020010	BITE STICK PLASTIC SINGLES 10EA/BG	1/EA	$ 0.41	$ 0.42	2.44%
2	Bulb Syringe: (Amsino Int'l.) #AS00502S or equivalent. 2 oz., ear / ulcer, vinyl, sterile	044-AS00502SEA	Bulb syringe, ear/ulcer, 2 oz, vinyl, sterile 50ea/cs	1/EA	$ 0.60	$ 0.61	1.67%
3	CPCP, (Pulmodyne) O2 Quick Connect, Green,#313-111111	313-111111EA	O2, Ohmeda - Male, DISS - Male, Green, Quick Connect, Disposable, 30ea/cs	1/EA	$ 2.61	$ 2.68	2.68%
4	Cylinder Wrench: Metal with chain, "D" and "E" cylinders	96-MCW-2BC	Cylinder wrench, metal, with chain, for D and E cylinders	1/EA	$ 4.04	$ 4.16	2.97%
5	DC Power Cord "LSU4" (300 ml) Suction Unit AC/DC power cord	884500	12VDC Power Cord LCSU 2, LCSU 3 and LCSU 4, 300ml	1/EA	$ 55.76	$ 57.43	2.99%
6	DC Power Cord "LSU" Suction Unit (1200 ml) Canister AC/DC power cord	780200	DC POWER CORD **LSU**	1/EA	$ 99.65	$ 102.63	2.99%
7	Emergency Resuscitation Device: Hand held, disposable, manual, adult patient	BLS-8705	Rescuer Emergency CPAP, Generator with Deluxe Mask, Bonnet, Medium Adult 1/EA 6EA/CS	1/EA	$ 38.24	$ 39.38	2.98%
8	End Tidal Disposable Co2 Detector: (Nellcor) Cap II or equivalent (Covidien), Easy Cap	530024	CO2 DETECTOR, EASY CAP 6EA/BX 4BX/CS (24/CS)	1/EA	$ 9.65	$ 9.93	2.90%
9	Endotracheal Tube: Rusch #506525 or equivalent, 2.5MM, preloaded stylet, uncuffed	2113-10325	Curaplex Select Endotracheal Tube with Stylette, 2.5mm, Uncuffed 10ea/bx 10bx/cs	1/EA	$ 1.36	$ 1.40	2.94%
10	Endotracheal Tube: Rusch #506530 or equivalent, 3..0MM preloaded stylet, uncuffed	2113-10330	Curaplex Select Endotracheal Tube with Stylette, 3.0mm, Uncuffed 10ea/bx 10bx/cs	1/EA	$ 1.36	$ 1.40	2.94%
11	Endotracheal Tube: Rusch #506535 or equivalent, 3.5MM preloaded stylet, uncuffed	2113-10335	Curaplex Select Endotracheal Tube with Stylette, 3.5mm, Uncuffed 10ea/bx 10bx/cs	1/EA	$ 1.36	$ 1.40	2.94%
12	Endotracheal Tube: Rusch #506540 or equivalent, 4.0MM preloaded stylet, uncuffed	2113-10340	Curaplex Select Endotracheal Tube with Stylette, 4.0mm, Uncuffed 10ea/bx 10bx/cs	1/EA	$ 1.36	$ 1.40	2.94%
13	Endotracheal Tube: Rusch #506545 or equivalent, 4.5MM preloaded stylet, uncuffed	2113-10345	Curaplex Select Endotracheal Tube with Stylette, 4.5mm, Uncuffed 10ea/bx 10bx/cs	1/EA	$ 1.36	$ 1.40	2.94%
14	Endotracheal Tube: Rusch #506550 or equivalent, 5.0MM preloaded stylet, uncuffed	2113-10350	Curaplex Select Endotracheal Tube with Stylette, 5.0mm, Uncuffed 10ea/bx 10bx/cs	1/EA	$ 1.36	$ 1.40	2.94%
15	Endotracheal Tube: Rusch #506555 or equivalent, 5.5MM preloaded stylet, uncuffed	2113-10255	Curaplex Select Endotracheal Tube with Stylette, 5.5mm, Cuffed 10ea/bx 10bx/cs	1/EA	$ 1.58	$ 1.62	2.53%
16	Endotracheal Tube: Rusch #506560 or equivalent, 6.0MM preloaded stylet, uncuffed	2113-10260	Curaplex Select Endotracheal Tube with Stylette, 6.0mm, Cuffed 10ea/bx 10bx/cs	1/EA	$ 1.58	$ 1.62	2.53%
17	Endotracheal Tube: Rusch #506565 or equivalent, 6.5MM preloaded stylet, uncuffed	2113-10265	Curaplex Select Endotracheal Tube with Stylette, 6.5mm, Cuffed 10ea/bx 10bx/cs	1/EA	$ 1.58	$ 1.62	2.53%
18	Endotracheal Tube: Rusch #506570 or equivalent, 7.0MM preloaded stylet, uncuffed	2113-10270	Curaplex Select Endotracheal Tube with Stylette, 7.0mm, Cuffed 10ea/bx 10bx/cs	1/EA	$ 1.58	$ 1.62	2.53%
19	Endotracheal Tube: Rusch #506575 or equivalent, 7.5MM preloaded stylet, uncuffed	2113-10275	Curaplex Select Endotracheal Tube with Stylette, 7.5mm, Cuffed 10ea/bx 10bx/cs	1/EA	$ 1.58	$ 1.62	2.53%
20	Endotracheal Tube: Rusch #506580 or equivalent, 8.0MM preloaded stylet, uncuffed	2113-10280	Curaplex Select Endotracheal Tube with Stylette, 8.0mm, Cuffed 10ea/bx 10bx/cs	1/EA	$ 1.58	$ 1.62	2.53%
21	Endotracheal Tube: Rusch #506585 or equivalent, 8.5MM preloaded stylet, uncuffed	2113-10285	Curaplex Select Endotracheal Tube with Stylette, 8.5mm, Cuffed 10ea/bx 10bx/cs	1/EA	$ 1.58	$ 1.62	2.53%
22	Endotracheal Tube: Rusch #506590 or equivalent, 9.0MM preloaded stylet, uncuffed	2113-10290	Curaplex Select Endotracheal Tube with Stylette, 9.0mm, Cuffed 10ea/bx 10bx/cs	1/EA	$ 1.58	$ 1.62	2.53%
23	Endotracheal tube holder, (Thomas Select),#2130-42560	2130-42560	Endotracheal Tube Holder, Thomas Select, Adult, for ET/SGA Tubes 6.5mm ID to 42mm OD 25ea/cs	1/EA	$ 3.53	$ 3.63	2.83%
24	Endotracheal Tube Holder: Adult, Thomas Laerdal #600-10000 ONLY	020500	Endotracheal Tube Holder, Thomas, Adult, for ET/SGA Tubes 6.5mm ID to 21mm OD	1/EA	$ 2.84	$ 2.92	2.82%
25	Endotracheal Tube Holder: Infant, Thomas Laerdal #600- 20000 ONLY	020400	Endotracheal Tube Holder, Thomas, Pediatric/Child, for ET/SGA Tubes 4.3mm ID to 15.8mm OD	1/EA	$ 2.84	$ 2.92	2.82%
26	Thomas Select ET Tube holder Adult and Thomas ET tube holder, Pediatric, Pink	020400	Endotracheal Tube Holder, Thomas, Pediatric/Child, for ET/SGA Tubes 4.3mm ID to 15.8mm OD	1/EA	$ 2.84	$ 2.92	2.82%
27	ET Tube Introducer, Sunmed, adult malleable 15FRx70 cm introducer with coude lip ONLY	13362	ET Tube Introducer, Sunmed, adult malleable 15FR x 70cm introducer 10ea/bx	1/EA	$ 5.39	$ 5.55	2.97%
28	ET Tube Introducer, Sunmed, pediatric malleable 10FRx70 cm introducer with coude lip ONLY	13363	ET Tube Introducer, Sunmed, pediatric malleable 10FR x 70cm introducer 10ea/bx	1/EA	$ 5.24	$ 5.39	2.86%
29	Filterline set, non-humidified, intubated, adult / pediatric compatible with ZOLL X-Series	301-5107ET	CURAPLEX CAPNOGRAPHY ADULT/PEDIATRIC 7FT ETCO2 SAMPLING LINE W/ AIRWAY ADAPTER INTUBATED 25/CS	1/EA	$ 5.60	$ 5.76	2.86%
30	Gasket Regulator Washer, #10868	10868	GASKET REGULATOR O-RING 50EA/CS	1/EA	$ 0.69	$ 0.71	2.90%
31	High Efficiency Filter Kit, #2223-11388	2223-11688	High Efficiency Filter Kit for LCSU 4	1/EA	$ 19.19	$ 19.76	2.97%
32	Intranasal Mucosal Atomizer Device, (Curaplex), #2170-20300	2170-20300	Curaplex DART, No Syringe, Latex Free 1/EA 25EA/CS	1/EA	$ 3.75	$ 3.86	2.93%
33	Laryngoscope Blade, Rapid Trauma, LLC #112202 ONLY, Mac 2, disposable, stainless steel, Ultrabrite LED	2145-13402	Curaplex Select Laryngoscope Blade, Mac 2, LED, Disposable 20ea/bx	1/EA	$ 4.32	$ 4.44	2.78%
34	Laryngoscope Blade, Rapid Trauma, LLC #112203 ONLY, Mac 3, disposable, stainless steel, Ultrabrite LED	2145-13403	Curaplex Select Laryngoscope Blade, Mac 3, LED, Disposable 20ea/bx	1/EA	$ 4.32	$ 4.44	2.78%
35	Laryngoscope Blade, Rapid Trauma, LLC #112204 ONLY, Mac 4, disposable, stainless steel, Ultrabrite LED	2145-13404	Curaplex Select Laryngoscope Blade, Mac 4, LED, Disposable 20ea/bx	1/EA	$ 4.32	$ 4.44	2.78%
36	Laryngoscope Blade, Rapid Trauma, LLC #112302 ONLY, Miller 0, disposable, stainless steel, Ultrabrite LED	2145-13501	Curaplex Select Laryngoscope Blade, Miller 0, LED, Disposable 20ea/bx	1/EA	$ 4.32	$ 4.44	2.78%
37	Laryngoscope Blade, Rapid Trauma, LLC #112303 ONLY, Miller 1, disposable, stainless steel, Ultrabrite LED	2145-13502	Curaplex Select Laryngoscope Blade, Miller 1, LED, Disposable 20ea/bx	1/EA	$ 4.32	$ 4.44	2.78%
38	Laryngoscope Blade, Rapid Trauma, LLC #112304 ONLY, Miller 2, disposable, stainless steel, Ultrabrite LED	2145-13503	Curaplex Select Laryngoscope Blade, Miller 2, LED, Disposable 20ea/bx	1/EA	$ 4.32	$ 4.44	2.78%
39	Laryngoscope Blade, Rapid Trauma, LLC #112305 ONLY, Miller 3, disposable, stainless steel, Ultrabrite LED	2145-13504	Curaplex Select Laryngoscope Blade, Miller 3, LED, Disposable 20ea/bx	1/EA	$ 4.32	$ 4.44	2.78%
40	Laryngoscope Handle, (Medsource Int'l.) #MS-46000 or equivalent, metal handle, standard, adult, medium, 2c batteries	533-MS-001H1	Laryngoscope Handle, Medium Standard, Accepts 2 C Batteries	1/EA	$ 12.09	$ 12.45	2.98%
41	Laryngoscope Handle, (Medsource Int'l.) #MS-46001 or equivalent, metal handle, standard, pediatric, small, 2AA batteries	533-MS-001H2	Laryngoscope Handle, Small Standard, Accepts 2 AA Batteries	1/EA	$ 12.09	$ 12.45	2.98%
42	LCSU 4, 800 ml, #2221-51088	2221-51088	Suction Unit, LCSU 4 (Laerdal Compact Suction Unit), 800ml w/carry case	1/EA	$ 532.51	$ 548.48	3.00%
43	Lubricating jelly PDI sterile 2.7GM	1340-27000	Curaplex Lubricating Jelly, Foil Packet 2.7g 144/BX 12BX/CS	144/BX	$ 4.32	$ 4.44	2.78%
44	Nasal Cannula Hudson #1820 ONLY (Teleflex Medical) Adult, over the ear, curved tips, 7" tubing has non-crushable interior design, standard oxygen connector, soft tech, individually wrapped	36-1820	LTD QTY - O2 nasal cannula, Softech, adult, over the ear, 7ft Star lumen tube, St O2 connector 50/c	50/CS	$ 42.00	$ 43.26	3.00%
45	Nasal Cannula Smart CapnoLine or equivalent, adult, oxygen delivery with standard oxygen connector, EtCO2, monitoring filterline ZOLL X-Series compatible	301-5707F-SE	CURAPLEX CAPNOGRAPHY ADULT 7FT ETCO2 ORAL-NASAL CANNULA 25/CS	1/EA	$ 5.00	$ 5.15	3.00%
46-ALT	Nasopharyngeal Airway Rusch #123120 or equivalent (Teleflex Medical), 20 French, latex free, Robertazzi style, sterile, individually packaged	2021-15120	Curaplex Nasopharyngeal Airway, 20 Fr, Silicone 10ea/bx	1/EA		$ 1.48	
47-ALT	Nasopharyngeal Airway Rusch #123122 or equivalent (Teleflex Medical), 22 French, latex free, Robertazzi style, sterile, individually packaged	2021-15122	Curaplex Nasopharyngeal Airway, 22 Fr, Silicone 10ea/bx	1/EA		$ 1.48	

Hall County Bid Line #	Hall County Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Selling UoM	Current Price	New Price	% Increase
48-ALT	Nasopharyngeal Airway Rusch #123126 or equivalent (Teleflex Medical), 26 French, latex free, Robertazzi style, sterile, individually packaged	2021-15126	Curaplex Nasopharyngeal Airway, 26 Fr, Silicone 10ea/bx	1/EA		$ 1.48	
49-ALT	Nasopharyngeal Airway Rusch #123128 or equivalent (Teleflex Medical), 28 French, latex free, Robertazzi style, sterile, individually packaged	2021-15128	Curaplex Nasopharyngeal Airway, 28 Fr, Silicone 10ea/bx	1/EA		$ 1.48	
50-ALT	Nasopharyngeal Airway Rusch #123130 or equivalent (Teleflex Medical), 30 French, latex free, Robertazzi style, sterile, individually packaged	2021-15130	Curaplex Nasopharyngeal Airway, 30 Fr, Silicone 10ea/bx	1/EA		$ 1.48	
51-ALT	Nasopharyngeal Airway Rusch #123132 or equivalent (Teleflex Medical), 32 French, latex free, Robertazzi style, sterile, individually packaged	2021-15132	Curaplex Nasopharyngeal Airway, 32 Fr, Silicone 10ea/bx	1/EA		$ 1.48	
52-ALT	Nasopharyngeal Airway Rusch #123134 or equivalent (Teleflex Medical), 34 French, latex free, Robertazzi style, sterile, individually packaged	2021-15134	Curaplex Nasopharyngeal Airway, 34 Fr, Silicone 10ea/bx	1/EA		$ 1.48	
53-ALT	Nasopharyngeal Airway Rusch #123136 or equivalent (Teleflex Medical), 36 French, latex free, Robertazzi style, sterile, individually packaged	2021-15136	Curaplex Nasopharyngeal Airway, 36 Fr, Silicone 10ea/bx	1/EA		$ 1.48	
54	Nebulizer Hospitak #3759 or equivalent (Westmed Inc.) adult, small volume, handheld, "T" mouthpiece, 6" flextube, 7' tubing has non-crushable interior design with connector	963-0222EA	Nebulizer, VixOne, small volume, with mouthpiece, universal tee, 7 ft king resistant tubing 50ea/cs	1/EA	$ 0.91	$ 0.93	2.20%
55	Nebulizer pediatric with mask being offered, latex free, small volume, hand held, pediatric aerosol mask, 7' kink resistant tubing	301-203EA	Curaplex Select Nebulizer, Small-volume, Hand-held, Pediatric Aerosol Mask, 7 ft Tubing 50ea/cs	1/EA	$ 0.86	$ 0.88	2.33%
56	Nebulizer adult with mask being offered, latex free, small volume, hand held, adult aerosol mask, 7' kink resistant tubing	301-202EA	Curaplex Select Nebulizer, Small-volume, Adult Aerosol Mask, 7 ft Tubing 50ea/cs	1/EA	$ 0.95	$ 0.97	2.11%
57	Nebulizer Kit (bag assist), Care Fusion #RESNKBT01A, latex free, 7' oxygen tubing, "T" adapter mouthpiece, 6" flex, vent seal adapter	36627	Curaplex Bag Assist Nebulizer Kit	1/EA	$ 5.90	$ 6.07	2.88%
58	O2 Regulator, Precision Medicine Wall Mount, Ball Style, #020631	020631	FLOWMETER OXYGEN WITH OHMEDA QC ADAPTER 0-15 LPM	1/EA	$ 34.10	$ 35.12	2.99%
59	Oropharyngeal Airway Hudson #121801 or equivalent (Asia Connection Taiwan), Neonatal, 40MM Berman (Pink)	2010-34040	Curaplex Disp Berman Oral Airway, Neonatal, 40mm (Pink) Individually Wrapped 1/EA 50EA/BG 80BG/CS	1/EA	$ 0.14	$ 0.14	
60	Oropharyngeal Airway Hudson #121850 or equivalent (Asia Connection Taiwan), Infant, 50MM Berman (Blue)	2010-34050	Curaplex Disp Berman Oral Airway, Inf, 50mm (Blue) Individually Wrapped 1/EA 50EA/BG 60BG/CS	1/EA	$ 0.14	$ 0.14	
61	Oropharyngeal Airway Hudson #121802 or equivalent (Asia Connection Taiwan), Small Child, 60MM Berman (Black) made of plastic with a smooth, non-brittle finish, mid-wall access of a suction catheter, reinforced bite block	2010-34060	Curaplex Disp Berman Oral Airway, Child, 60mm (Black) Individually Wrapped 1/EA 50EA/BG 44BG/CS	1/EA	$ 0.14	$ 0.14	
62	Oropharyngeal Airway Hudson #121870 or equivalent (Asia Connection Taiwan), Large Child, 70MM Berman (White)	2010-34070	Curaplex Disp Berman Oral Airway, LG Child, 70mm (White) Individually Wrapped 1/EA 50EA/BG 30BG/CS	1/EA	$ 0.14	$ 0.14	
63	Oropharyngeal Airway Hudson #121803 or equivalent (Asia Connection Taiwan), Small Adult, 80MM Berman (Green) made of plastic with a smooth, non-brittle finish, mid-wall dual channel openings permits access of a suction catheter, reinforced bite block	2010-34080	Curaplex Disp Berman Oral Airway, SM ADLT, 80mm (Green) Individually Wrapped 1/EA 50EA/BG 26BG/CS	1/EA	$ 0.14	$ 0.14	
64	Oropharyngeal Airway Hudson #121804 or equivalent (Asia Connection Taiwan), Medium Adult, 90MM Berman (Yellow) made of plastic with a smooth, non-brittle finish, mid-wall dual channel openings permits access of a suction catheter reinforced bite block	2010-34090	Curaplex Disp Berman Oral Airway, Med Adult, 90mm (Yellow) 1/EA 50EA/BG 18BG/CS	1/EA	$ 0.14	$ 0.14	
65	Oropharyngeal Airway Hudson #121805 or equivalent (Asia Connection Taiwan), Large Adult, 100MM Berman (Red)	2010-34100	Curaplex Disp Berman Oral Airway, LG ADLT, 100mm (PRPL or RD) Individually Wrap 1/EA 50EA/BG 14BG/CS	1/EA	$ 0.14	$ 0.14	
66	Oropharyngeal Airway Hudson #121806 or equivalent (Asia Connection Taiwan), XL Adult, 110MM Berman (Orange)	2010-37110	Curaplex Disposable Berman Airway, X-Large Adult, 110mm (Orange) 50EA/BG, 13BG/CS (650EA/CS)	1/EA	$ 0.14	$ 0.14	
67	Oxygen Adapter, barb, nipple / nut tapered, plastic	11187	O2 Connector, Barb, Nipple/Nut, Swivel, Tapered, Plastic, Green 50ea/bg	1/EA	$ 0.24	$ 0.24	
68	Oxygen Mask, non-rebreather, Hudson #1060 or equivalent (Asia Connection Shanghai), Adult with vent	30051	Curaplex Oxygen Mask, Adult, Elongated, Partial NRB w/Vent, Reservoir Bag, 7 ft Tubing 50ea/cs	1/EA	$ 0.69	$ 0.71	2.90%
69	Oxygen Mask, non-rebreather, Hudson #1011 or equivalent (Asia Connection Shanghai), Pediatric with vent	30053	Curaplex Oxygen Mask, Elongated, Pediatric, Partial NRB w/Vent, Reservoir Bag, 7 ft Tubing 50ea/cs	1/EA	$ 0.69	$ 0.71	2.90%
70	Oxygen Regulator, 1 DSS, 1 BARB, 0-25 LPM	15014	Oxygen Regulator, Genstar, CGA870, All Brass, 1 DISS, 1 Hose Barb, 0-25 LPM	1/EA	$ 49.94	$ 51.43	2.98%
71	Oxygen Tubing, Hudson #1115 or equivalent (Ventlab Corp), 7", 3 channel safety, 3/16" inside diameter	77-2002EA	Oxygen connecting tubing, 7 ft, 3 channel safety tubing, 3/16 in. I.D. 50ea/cs	1/EA	$ 0.33	$ 0.33	
72	Resuscitator Mask manual resuscitator adult disposable bag with PEEP valve or attachment for disposable PEEP valve	520-211	BVM, SPUR II, ADULT W/ MEDIUM ADULT MASK, INDIVIDUALLY BOXED 12/CS	1/EA	$ 8.80	$ 9.06	2.95%
73	Resuscitator Mask / Bag Manual resuscitator infant / child includes 3 masks, PEEP valve or attachment for disposable PEEP valve	2442-21402	BVM, SPUR II, Pedi w/Neonate/Infant/Toddler Masks, Bag Reservoir, Medi Port, Boxed 12ea/cs	1/EA	$ 14.51	$ 14.94	2.96%
75	Resuscitator HEPA Filter	301-439EA	Curaplex High efficiency HEPA filter, w/port, hydrophobic paper, TV greater than 500ml 50ea/cs	1/EA	$ 2.35	$ 2.42	2.98%
76	Adjustable PEEP Valve disposable valve for BVM	531799	PEEP VALVE DISPOSABLE ADJUSTABLE 0-22CM H20 12/CS	1/EA	$ 4.25	$ 4.37	2.82%
78	Rescue CPAP (BiTrac ED #313-7756EA) or equivalent (Pulmodyne) Adult medium mask / strap with 3-set valve 02 max, DISS Cnt, fixed flow, full headgear	313-7756EA	O2 MAX BiTrac ED Mask/Strap, Adult MED w/3-SET Valve, DISS Cnt, Fixed Flow, Full Cap Hdgear 10ea/cs	1/EA	$ 46.07	$ 47.45	3.00%
79	Rescue CPAP (BiTrac ED #313-7028X) or equivalent (Pulmodyne) Small Adult, full face mask, head strap	313-7028EA	BITRAC ED FULL FACE MASK AND HEAD STRAP, ADULT SMALL 10/CS	1/EA	$ 23.19	$ 23.88	2.98%
80	Rescue CPAP (BiTrac ED #313-7030X) or equivalent (Pulmodyne) Large Adult, full face mask, head strap	313-7030EA	BITRAC ED FULL FACE MASK AND HEAD STRAP, ADULT LARGE 10/CS	1/EA	$ 23.19	$ 23.88	2.98%
81	Smart Capnoline, Pedi, #177669	301-5807F-SE	CURAPLEX PED 7FT ETCO2 ORAL-NASAL CANNULA 25/CS	1/EA	$ 6.35	$ 6.54	2.99%
82	Suction Catheter (Medsource Int'l.) #MS-SC06 or equivalent, 6 French, coiled with whistle tip and thumb control port, sterile, disposable	36090	Curaplex Suction Catheter, 6 Fr, Whistle Tip and Thumb Control Port 50ea/cs	1/EA	$ 0.15	$ 0.15	
83	Suction Catheter (Medsource Int'l.) #MS-SC10 or equivalent, 10 French, coiled with whistle tip and thumb control port, sterile, disposable	36092	Curaplex Suction Catheter, 10 Fr, Whistle Tip and Thumb Control Port 50ea/cs	1/EA	$ 0.15	$ 0.15	
84	Suction Catheter (Medsource Int'l.) #MS-SC14 or equivalent, 14 French, coiled with whistle tip and thumb control port, sterile, disposable	36094	Curaplex Suction Catheter, 14 Fr, Whistle Tip and Thumb Control Port 50ea/cs	1/EA	$ 0.15	$ 0.15	
85	Suction Catheter (Medsource Int'l.) #MS-SC18 or equivalent, 18 French, coiled with whistle tip and thumb control port, sterile, disposable	36095	Curaplex Suction Catheter, 16 Fr, Whistle Tip and Thumb Control Port 50ea/cs	1/EA	$ 0.15	$ 0.15	
86	Suction Catheter #SSCOR DuCanto ONLY, Yaunker tip, shaft diameter 0.26" x .55" (6.6 mm x 13.9 mm) Tube length 9.3" (236.22 mm)	2211-00002	Suction Catheter, SSCOR SDC Catheter (formerly DuCanto) 50EA/CS	1/EA	$ 2.61	$ 2.68	2.68%
87	Suction Canister (Bemis) #484410 Hi Flow ONLY, disposable, rigid top, 1200 CC	598041	SUCTION CANISTER DISPOSABLE RIGID GREEN TOP 1200cc 48/CS HI-FLOW	1/EA	$ 3.49	$ 3.59	2.87%
88	Suction Canister (Laerdal) #886100, 300 ml display canister w/tubing	2212-86100	Suction Canister, 300cc, for the LCSU 4 (300ml) Suction Unit, incl Tubing, Disposable	1/EA	$ 19.19	$ 19.76	2.97%
89	Suction Canister w/ lid, 800 ml, #2212-20048	2212-10800	Curaplex Disposable Suction Canister, 800cc 1/EA 100EA/CS	1/EA	$ 2.99	$ 3.07	2.68%
90	Suction Pump, (Curaplex) , manual, #10369	10369	Curaplex Manual Suction Pump, incl Pump, Adult Suction Canister, Two Catheters	1/EA	$ 26.90	$ 27.70	2.97%
91	Suction Pump Canister Refill, (Curaplex), for manual suction pump, #533-MS-002PMP	533-MS-002PMP	Canister, Refill, for MS-001PMP and Curaplex Manual Suction Pump	1/EA	$ 8.46	$ 8.71	2.96%
92	Suction Tubing (Conmed) #0034300 ONLY, 9/32" x 6", sterile	3243200	SUCTION TUBING STERILE 9/32 IN X 6 FT 50/CS	1/EA	$ 2.06	$ 2.12	2.91%

Hall County Bid Line #	Hall County Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Selling UoM	Current Price	New Price	% Increase
93	Suction Unit LF (Laerdal) #L780200 ONLY, suction unit includes disposable canister & tubing	L780020	LSU SUCTION UNIT LF W/ DISPOSABLE CANISTER AND TUBING LAERDAL	1/EA	$ 1,023.04	$ 1,053.73	3.00%
94	Replacement Filter for Laerdal Compact Suction Unit 4	2223-10788	Replacement Filter for LCSU 4 10/bx	10/BX	$ 108.76	$ 112.02	3.00%
95	Suction Unit LF Battery (Laerdal) #L780400 ONLY, suction unit battery	L780400	BATTERY FOR LSU LAERDAL SUCTION UNIT	1/EA	$ 57.00	$ 58.71	3.00%
96	Suction Unit LF Rechargeable Battery (Laerdal #L886113 ONLY 12V DC NiMH rechargeable battery	2223-11388	Replacement Battery for LCSU 4 and LCSU 3	1/EA	$ 65.38	$ 67.34	3.00%
97	Suction Unit LF Soft Carrying Case (Laerdal) #L782000 ONLY, suction unit soft carrying case	L782000	CARRY CASE SOFT FULL COVERING FOR LAERDAL SUCTION	1/EA	$ 55.76	$ 57.43	2.99%
98	Supraglottic Airway Kit i-gel #8201000 ONLY mfg. authorized kit, pink, sizes 1 (2 – 5 kg) Neonate, 15 mm connector	2114-08201	I-GEL SUPRAGLOTTIC AIRWAY FOR NEONATES (SIZE 1) 5-11 LBS (2-5 KG) 10EA/CS	1/EA	$ 16.10	$ 16.58	2.98%
99	Supraglottic Airway Kit i-gel #8215000 ONLY mfg. authorized kit, blue, sizes 1.5 (5 – 12 kg) Infant, 15 mm connector	2114-08215	I-GEL SUPRAGLOTTIC AIRWAY FOR INFANTS (SIZE 1.5) 11-25 LBS (5-12 KG) 10EA/CS	1/EA	$ 16.10	$ 16.58	2.98%
100	Supraglottic Airway Kit i-gel #8202000 ONLY mfg. authorized kit, gray, sizes 2 (10 – 25 kg) Small pediatric, 15 mm connector	2114-08202	I-GEL SUPRAGLOTTIC AIRWAY FOR SMALL PEDIATRICS (SIZE 2) 22-55 LBS (10-25 KG) 10EA/CS	1/EA	$ 16.10	$ 16.58	2.98%
101	Supraglottic Airway Kit i-gel #8225000 ONLY mfg. authorized kit, white, sizes 2.5 (25 – 35 kg) Large pediatric, 15 mm connector	2114-08225	I-GEL SUPRAGLOTTIC AIRWAY FOR LG PEDIATRICS (SIZE 2.5) 55-77 LBS (25-35 KG) 10EA/CS	1/EA	$ 16.10	$ 16.58	2.98%
102	Supraglottic Airway Kit i-gel #8203000 ONLY mfg. authorized kit, yellow, sizes 3 (30 – 60 kg) Small adult, 15 mm connector	2114-87301	i-gel O2 Resus Pack, SM Adult, incl size 3 i-gel O2, Lube, Strap, for Pts 30-60 kg 6ea/cs	1/EA	$ 26.83	$ 27.63	2.98%
103	Supraglottic Airway Kit i-gel #8204000 ONLY mfg. authorized kit, green, sizes 4 (50 – 90 kg) Medium adult, 15 mm connector	2114-87302	i-gel O2 Resus Pack, MED Adult, incl size 4 i-gel O2, Lube, Strap, for Pts 50-90 kg 6ea/cs	1/EA	$ 26.83	$ 27.63	2.98%
104	Supraglottic Airway Kit i-gel #8205000 ONLY mfg. authorized kit, orange, sizes 5 (90+ kgs) Large adults, 15 mm connector	2114-87303	i-gel O2 Resus Pack, LG Adult, incl size 5 i-gel O2, Lube, Strap, for Pts 90 plus kg 6ea/cs	1/EA	$ 26.83	$ 27.63	2.98%
105	Tactical Bougie, #2120-30100	2120-30100	Tactical Bougie 15FR 1/EA 10EA/PK	1/EA	$ 5.92	$ 6.09	2.87%
106	Quick Trach II, cuffed w/ plastic tube, #2160-90430	2160-90430	Cricothyrotomy Set, Quicktrach II, w/Cuff, Adult, 4mm ID, Plastic Tube, Sterile	1/EA	$ 180.25	$ 185.65	3.00%
107	Tube Flow Meter (Precision Medical) #8MFA1001 or equivalent, operates from 50 PSI source and 0-15 LPM	10857	Oxygen Flowmeter, CFM 0-15LPM, Standard 1/8 NPT Connection	1/EA	$ 29.79	$ 30.68	2.99%
108	Zoll X ETCO2 (infant/neonate) #8300-0522-01	176324	Microstream Advance, Neonatal, Intubated Filter Line, Long Term Use, 6.5ft 25ea/bx	1/EA	$ 11.08	$ 11.41	2.98%
109	12 V DC Battery for LSU, #2223-11388	2223-11388	Replacement Battery for LCSU 4 and LCSU 3	1/EA	$ 65.38	$ 67.34	3.00%
110	Abdominal Pad (Dukal) #5810 or equivalent, 8" x 10", sterile	1212-12110	Curaplex Abdominal Combine Dressing, Sterile, 5 in x 9 in, 25/BX 16BX/CS	25/BX	$ 2.50	$ 2.57	2.80%
111	Bandage (Dynarex) #3602 or equivalent, 1" x 3", adhesive, sheer	1122-14954	Curaplex Plastic Adhesive Bandage, 1in x 3in, 100/BX 60BX/CS	100/BX	$ 1.00	$ 1.03	3.00%
112	Bandage (Dukal) #8515 or equivalent, 4" conforming stretch, gauze, sterile, roll	1121-36556	Curaplex Conforming Stretch Gauze Bandage, Sterile, 4 in 12rl/bx 8bx/cs	12/BX	$ 2.40	$ 2.47	2.92%
113	Bandage (Dukal) #8516 or equivalent, 6" conforming stretch, gauze sterile, roll	1121-36557	Curaplex Conforming Stretch Gauze Bandage, Sterile, 6 in, 6rl/bx 8bx/cs	6/BX	$ 1.92	$ 1.97	2.60%
114	Bandage (ADI Medical) #25046 or equivalent, 4-1/2" x 4.1 yards, woven, gauze, sterile, roll	1121-36645	Curaplex Fluff Bandage Roll 4.5 in x 4.1yds, 6ply, Sterile, 100rl/cs	1/RL	$ 0.64	$ 0.65	1.56%
115	Bandage (BTM) #1214-47548 or equivalent, 3" x 48", sterile, white, non-woven, gauze with Kaolin	1214-47548	QuikClot EMS Rolled Gauze, 3 inch x 48 inch, Sterile, White, Nonwoven w/Kaolin	1/EA	$ 17.50	$ 18.02	2.97%
116	Burn Dressing (Water-Jel Technologies) #0416-28 ONLY, 4" x 16"	710416	BURN DRESSING WATER-JEL 4 IN X 16 IN 28EA/CT	1/EA	$ 8.85	$ 9.11	2.94%
117	Burn Sheet (GAM) #30-01 or equivalent (MedSource Int'l.) 60" x 90", sterile	30061MS	Curaplex Burn Sheet, 60 inch x 90 inch, Sterile 50ea/cs	1/EA	$ 2.41	$ 2.48	2.90%
118	Elastic Bandage (Dukal Corp.) 2", individually wrapped with 2 metal clips	1121-36550	Curaplex Elastic Bandage, 2 in, Latex Free 10pk/bx 5bx/cs	10/BX	$ 2.60	$ 2.67	2.69%
119	Elastic Bandage (Dukal Corp.) 4", individually wrapped with 2 metal clips	1121-36552	Curaplex Elastic Bandage, 4 in, Latex Free 10pk/bx 5bx/cs	10/BX	$ 4.70	$ 4.84	2.98%
120	Elastic Bandage (Dukal Corp.) 6", individually wrapped with 2 metal clips	1121-36553	Curaplex Elastic Bandage, 6 in, Latex Free 10pk/bx 5bx/cs	10/BX	$ 6.40	$ 6.59	2.97%
121	Eye Pad (Kendall) #2841 or equivalent (Dynarex Corp), oval, 2-5/8" x 1-5/8", sterile	F165626	EYE PAD STERILE OVAL 2 5/8 IN X 1 5/8 IN 50/PK 12PK/CS	50/PK	$ 4.00	$ 4.12	3.00%
122	Bandage – Israeli T3 Emergency Bandage or equivalent, vacuum sealed package, expandable sterile pad, detachable sterile pad, built-in closure bar	1211-63603	Israeli T3 Bandage 100ea/cs	1/EA	$ 7.79	$ 8.02	2.95%
123	Gauze Sponge (Dukal) #6124 or equivalent (Dynarex Corp) 4" x 4", sterile	086124	GAUZE SPONGE STERILE NON WOVEN 4 PLY 4 IN X 4 IN 2/PK 50EA/BX 24BX/CS	50/BX	$ 2.50	$ 2.57	2.80%
124	Gauze Sponge (Dukal) #8509 or equivalent (Dynarex Corp) 4" x 4", non-sterile, 8 ply	1212-12115	CURAPLEX NON-STERILE, GAUZE PAD, WOVEN, 4 IN X 4 IN, 8-PLY, 200EA/BG 20BG/CS	200/BG	$ 3.00	$ 3.09	3.00%
125	Gauze Sponge (Dukal) #8505 or equivalent (Dynarex Corp) 2" x 2", non-sterile, 8 ply	1212-12114	CURAPLEX NON-STERILE, GAUZE PAD, WOVEN, 2 IN X 2 IN, 8-PLY, 200/BG 25BG/CS	200/BG	$ 1.00	$ 1.03	3.00%
126-ALT	Gauze Strip (Occlusive Integrity Medical Devices) #25-1390 or equivalent, 3" x 9", petroleum, gauze	1521-00206	Petrolatum Gauze Non-Adhering Dressing, 3 in x 9 in, Sterile 50PK/BX	50/BX		$ 39.13	
127	Multi Trauma Bandage (MedSource Int'l.) #GZM00150 or equivalent, 12" x 30", sterile	16353	Curaplex Multi-Trauma Dressing, 12 in x 30 in, Sterile, 50ea/cs	1/EA	$ 1.08	$ 1.11	2.78%
128	Tape (Dukal) #HP8111 ONLY, clear surgical tape, hypoallergenic, 1" x 10 yards	081110	TAPE ADHESIVE TRANSPARENT 1 IN X 10 YARDS 12/BX 12BX/CS	12/BX	$ 6.36	$ 6.55	2.99%
129	Tape (Dukal) #HP8112 ONLY, clear surgical tape, hypoallergenic, 2" x 10 yards	1110-08403	Tape, Clear Surgical, Dynarex 3573, 2 in x 10 yd 6/bx 12bx/cs	6/BX	$ 6.97	$ 7.17	2.87%
130	Tape (Dukal) #C210 ONLY, adhesive cloth, 2" x 10 yards	080210	TAPE ADHESIVE CLOTH 2 IN X 10 YARDS 6/BX 12BX/CS	6/BX	$ 8.76	$ 9.02	2.97%
131	Tape (Pedia)	3663-16054	Emergency Tape, PediaTape, 2026 version, measures length and estimate weight	1/EA	$ 17.16	$ 17.67	2.97%
132	Tri-Angular Bandage (ADI Medical) #23040 or equivalent	1124-32400	Curaplex Triangular Bandage, Muslin 12/pk 20pk/cs 40 in x 40 in x 56 in	12/PK	$ 4.20	$ 4.32	2.86%
133	AED Pads (ZOLL Medical)Stat-Padz ONLY Defib, adult	230802	STAT PADZ II ADULT FOR ZOLL AED PLUS X Series, AED PRO, M Series, R Series and E Series	1/PR	$ 44.13	$ 45.45	2.99%
134	AED Pads (ZOLL Medical) Stat-Padz ONLY HVP multi-function CPR Defib, adult	2742-40289	Zoll CPR Stat Padz, HVP Multi-Function CPR Electrodes, for Zoll M, E, X, R Series, AED Plus/Pro 1/PR	1/PR	$ 81.81	$ 84.26	2.99%
135	AED Pads (ZOLL Medical) Stat-Padz ONLY, defib, pedi-padz	230802	STAT PADZ II ADULT FOR ZOLL AED PLUS X Series, AED PRO, M Series, R Series and E Series	1/PR	$ 44.13	$ 45.45	2.99%
136	AED Pads (ZOLL Medical) Stat-Padz ONLY, multi-function ECG Electrode / Pacing, child, pedi-padz	230810	STAT PADZ II PEDIATRIC FOR ZOLL AED PLUS, AED PRO, M Series, R Series and E Series	1/PR	$ 106.14	$ 109.32	3.00%
137	Ammonia Towelettes, Safetech, #1360-62022	1360-62022	Ammonia 15-30% Strength Towelettes 10/BX 30BX/CS	10/BX	$ 2.67	$ 2.75	3.00%
138	Blood Glucose Monitor Assure Prism Multi Blood Glucose Kit #670162-KIT ONLY monitoring system includes pouch and user guide	670162-KIT	Curaplex Assure Prism Orange Kit ADVANCED	1/EA	$ 29.58	$ 30.46	2.97%
139	Blood Glucose Test Strip Assure Prism Multi Blood glucose Test strips 32763-53050 ONLY	2763-53050	Blood Glucose Test Strips, Assure Prism Multi CLIA WAIVED 50/bt 1bt/box *Approved for Multi pt Use*	50/BX	$ 7.50	$ 7.72	2.93%
140	Blood Glucose Test Solution Assure Dose #661328 ONLY, normal / high control solution	661328	Assure Dose Control Solution 2-Pack, Normal/High, for use with Assure Platinum Meter 2/PK	2/PK	$ 10.00	$ 10.30	3.00%
141	Blood Glucose Safety Lancet (Surgilance) #E6254 or equivalent (Medi Purpose), 2.2MM, 22 gauge	2764-80621	Curaplex Pressure Activated Safety Lancet 21G x 2.2MM, Green 100EA/BX, 10BX/CS	100/BX	$ 11.00	$ 11.33	3.00%
142	Blood Pressure Cuff (American Diagnostic) #775-11AN ONLY, navy, 11 adult	170775	Blood Pressure Cuff, Prosphyg 775, Navy, Size 11 Adult	1/EA	$ 14.83	$ 15.27	2.97%

Renewal Item List for Hall County
Disposable

Hall County Bid Line #	Hall County Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Selling UoM	Current Price	New Price	% Increase
143	Blood Pressure Cuff (American Diagnostic) #775-12XN ONLY, navy, 12 large adult	170775X	Blood Pressure Cuff, Prosphyg 775, Navy, Size 12 LG Adult	1/EA	$ 18.94	$ 19.50	2.96%
144	Blood Pressure Cuff (American Diagnostic) #775-10SAN ONLY, navy, 10 small adult	170775C	Blood Pressure Cuff, Prosphyg 775, Navy, Size 10 Small Adult	1/EA	$ 14.83	$ 15.27	2.97%
145	Blood Pressure Cuff, (Curaplex), Manual, Infant #36010	36010	Curaplex Manual Blood Pressure Cuff, Infant, with Case 50ea/cs	1/EA	$ 6.55	$ 6.74	2.90%
146	Blood Pressure Cuff, (Curaplex), Manual, Child, #36011	36011	Curaplex Manual Blood Pressure Cuff, Child, with Case 50ea/cs	1/EA	$ 6.47	$ 6.66	2.94%
147	Cardiac Monitoring Electrode (AMBU) #SP-00-S/4 ONLY, medium size, pediatric / adult 4 electrodes / pack	230008	Electrodes, BlueSensor SP, Medium Size, Pediatric/Adult 4/PK 250PK/CS	4/PK	$ 0.94	$ 0.96	2.13%
148	Cardiac Monitoring Electrode (AMBU) #SP-00-S/10 ONLY, medium size, pediatric / adult 10 electrodes / pack	230005	Electrodes, BlueSensor SP, Medium Size, Pediatric/Adult 10/PK 200PK/CS	10/PK	$ 2.26	$ 2.32	2.65%
149	EKG Calipers	1634	EKG calipers	1/EA	$ 7.77	$ 8.00	2.96%
150-ALT	Face Mask, Level II, Blue, 3-ply w/ earloop, 1031-91422	1031-15800	Surgical Mask with Ear Loop, Blue, ASTM Level 2 50/BX, 12 BX/CS	50/BX		$ 8.10	
151	Forceps, Magill, child	0128	Forceps, Magill, child	1/EA	$ 2.86	$ 2.94	2.80%
152	Forceps, Magill, adult	0129	Forceps, Magill, adult	1/EA	$ 3.86	$ 3.97	2.85%
153	Intellisense Lithium Battery, for use in Powerheart AED G3 9300A, 9309E and 9390A Devices, adult Defib Powerheart	CAR9146	Intellisense Lithium Battery, for use in Powerheart AED G3 9300E, 9300A, 9390E and 9390A Devices	1/EA	$ 321.16	$ 330.79	3.00%
154	Nail polish remover pad (POI) #B71200 or equivalent (Nice- Pak), 1-1/4" x 2-5/8", acetone free	279-1501BX	Nail polish remover pad, Acetone Free 100BX, 10BX/CS	100/BX	$ 6.00	$ 6.18	3.00%
155	Penlight (American Diagnostic) #351 or equivalent (MedSource Int'l.) penlight being offered with pupil gauge	32762	Curaplex Disposable Penlight 6/pk, 60pk/cs	6/PK	$ 3.96	$ 4.07	2.78%
156	Stethoscope (American Diagnostic) #603R ONLY, Acoustic Red	170606	Stethoscope, Adscope 603, Acoustic, Red 10ea/cs	1/EA	$ 30.96	$ 31.88	2.97%
157	Thermometer (Sure Temp), handheld, #179200	179200	Thermometer, Electronic, SureTemp Plus 690, 4 Ft Cord, Oral Probe w/Well	1/EA	$ 320.53	$ 330.14	3.00%
158	Thermometer (Welch Allyn Thermoscan) PRO 6000 with SM Cradle, #2731-14602 ONLY, ear type	2731-14602	Thermometer, Ear, Braun Thermoscan PRO 6000, w/SM Cradle	1/EA	$ 263.13	$ 271.02	3.00%
159	Thermometer Probe Covers, Braun Thermoscan PRO6000 Ear Thermometer, disposable	2733-14605	Probe Covers, Braun Thermoscan PRO 6000 Ear Thermometer, Disposable 200/bx 25bx/cs	200/BX	$ 14.00	$ 14.42	3.00%
160	Thermometer Probe Covers, (Sure Temp), #2733-53175	2733-53175	Probe Covers for SureTemp Thermometers 690, Disposable 250/bx 30bx/cs	250/BX	$ 10.00	$ 10.30	3.00%
161	Coverall (Sunrise Ind., Inc.) or equivalent, Tyvek, medium set in sleeve design, zipper, attached hood, boots, elastic wrist	3520-10703	Microchem AlphaTec 68 2000 Hooded Booted Coverall MED 25/CS	25/CS	$ 133.25	$ 137.24	2.99%
162	Coverall (Sunrise Ind., Inc.) or equivalent, Tyvek, large set in sleeve design, zipper, attached hood, boots, elastic wrist	3520-10704	Microchem AlphaTec 68 2000 Hooded Booted Coverall LG 25/CS	25/CS	$ 133.25	$ 137.24	2.99%
163	Coverall (Sunrise Ind., Inc.) or equivalent, Tyvek, X-large set in sleeve design, zipper, attached hood, boots, elastic wrist	3520-10705	Microchem AlphaTec 68 2000 Hooded Booted Coverall XL 25/CS	25/CS	$ 133.25	$ 137.24	2.99%
164	Coverall (Sunrise Ind., Inc.) or equivalent, Tyvek, 2X-large set in sleeve design, zipper, attached hood, boots, elastic wrist	3520-10706	Microchem AlphaTec 68 2000 Hooded Booted Coverall 2XL 25/CS	25/CS	$ 133.25	$ 137.24	2.99%
165	Coverall (Sunrise Ind., Inc.) or equivalent, Tyvek, 3X-large set in sleeve design, zipper, attached hood, boots, elastic wrist	3520-10707	Microchem AlphaTec 68 2000 Hooded Booted Coverall 3XL 25/CS	25/CS	$ 141.75	$ 146.00	3.00%
167	Exam Gloves (Curaplex) Triton Grip XPx2 Nitrile ONLY small, non-latex, #1015-47143	1015-10401	Gloves, LifeStar EC, SM, Nitrile, White Exterior/Blue Interior, Powder Free, 12 in 100/bx 10bx/cs	100/BX	$ 16.48	$ 16.97	2.97%
168	Exam Gloves Curaplex) Triton Grip XPx2 Nitrile ONLY medium, non-latex, #1015-47144	1015-10402	Gloves, LifeStar EC, MED, Nitrile, White Exterior/Blue Interior, Powder Free, 12 in 100/bx 10bx/cs	100/BX	$ 16.48	$ 16.97	2.97%
169	Exam Gloves Curaplex) Triton Grip XPx2 Nitrile ONLY Large, non-latex, #1015-47145	1015-10403	Gloves, LifeStar EC, LG, Nitrile, White Exterior/Blue Interior, Powder Free, 12 in 100/bx 10bx/cs	100/BX	$ 16.48	$ 16.97	2.97%
170	Exam Gloves (Curaplex) Triton Grip XPx2 Nitrile ONLY X-Large, non-latex, #1015-47146	1015-10404	Gloves, LifeStar EC, XL, Nitrile, White Exterior/Blue Interior, Powder Free, 12 in 100/bx 10bx/cs	100/BX	$ 16.48	$ 16.97	2.97%
171	Exam Gloves Curaplex) Triton Grip XPx2 Nitrile ONLY 2X- Large, non-latex, #1015-47147	1015-10405	Gloves, LifeStar EC, 2XL, Nitrile, White Exterior/Blue Interior, Powder Free, 12 in 100/bx 10bx/cs	100/BX	$ 16.48	$ 16.97	2.97%
172	Arm Sleeve (AirGas USA) or equivalent, pair, TyVex, white disposable sleeve, white gauntlet, elastic openings 18"	X2325	ARM SLEEVE COVERS FLUID BARRIERS (50 PR)	50/CS	$ 86.50	$ 89.09	2.99%
173	Face Shield full face shield, elastic strap, clear plastic, anti-fog and anti-static, foam headband, lightweight	1031-12100	Face Shield 1/EA 96ECS	1/EA	$ 1.29	$ 1.32	2.33%
174	Infectious Waste Bag Red with black Biohazard print, 7 – 10 gallon, 1.25 mill gauge with reinforced seams	290116	BIOHAZARD BAG RED 7-10 GAL 23 X 23 1.2MIL 500/CS	1/EA	$ 0.09	$ 0.09	
175	Germicidal Disposable Wipes low alcohol, large 6" x 6-3/4"	297272	Sani-Cloth Plus Germicidal Disp Wipes, Low Alcohol, LG, 6inch x 6 3/4inch, 160/tub	160/TB	$ 6.54	$ 6.73	2.91%
176	Hand Sanitizer (DermaCen) ONLY (Central Solutions, Inc.) 4 oz. bottle with aloe, no water required, no rinsing	R3119	Hand sanitizer waterless, A.B.H.C., fresh scent, 4 oz Bottle with aloe, 24ea/cs	1/EA	$ 1.00	$ 1.03	3.00%
177	Impervious Gown (O&M Halyard, Inc.) film gown, universal blue, thumb hooks, perforated open back	108-69490EA	Impervious film gown, universal, blue, thumbhooks, perforated open back, 75ea/cs	1/EA	$ 1.74	$ 1.79	2.87%
178	Respirator (Kimberly Clark) Fluidshield N95 Particulate ONLY (O&M Halyard Inc.) N95, sizse - regular	1031-46727	FluidShield Surgical N95 Respirator Mask, Regular Size 35/BX 6BX/CS	35/BX	$ 41.30	$ 42.53	2.98%
179-ALT	Respirator (Kimberly Clark) Tecnol N95 #299174 ONLY (Halyard Health) N95, size – small, filtered respirator and surgical mask	1031-46827	FluidShield Surgical N95 Respirator Mask, Small Size, 35/BX, 6BX/CS	35/BX		$ 50.44	
180	Respirator (3M Health Care) N95 ONLY Regular, cup, blue, LF, nose foam, fluid resistant, disposable	291860	Particulate Respirator, N95, REG Size, Cup, Blue, Nosefoam, Fluid Resistant, Disp 20/bx 6bx/cs	20/BX	$ 22.40	$ 23.07	2.99%
181	Respirator (3M Health Care) N95 ONLY Small, cup, blue, LF, nose foam, fluid resistant, disposable	291860S	Particulate Respirator, N95, SM Size, Cup, Blue, Nosefoam, Fluid Resistant, Disp, LF	20/BX	$ 22.40	$ 23.07	2.99%
182	Safety Glasses (Kimberly Clark) #25676 ONLY Nemesis V30, black frame, clear lens, neck cord	1022-15676	Safety Glasses, Nemesis V30, Black Frame, Clear Lens, Neck Cord included 12ea/cs	1/EA	$ 3.57	$ 3.67	2.80%
183	Spit Hood, #1033-15311	1031-28523	The Taylor Spit Hood, One Size Fits Most, White 50ea/cs	1/EA	$ 3.00	$ 3.09	3.00%
184	Bedpan	721-H120-05EA	Pontoon bedpan, gold 20ea/cs	1/EA	$ 1.71	$ 1.76	2.92%
185	Trauma Pelvic Orthotic Device, T-POD (Teleflex) ONLY orange	TPODOR	TPOD ORANGE TRAUMA PELVIC ORTHOTIC DEVICE	1/EA	$ 94.67	$ 97.51	3.00%
186	Cold Compress (Matrx) #9115-0006 or equivalent (Briggs Healthcare), instant activation, disposable, maintains temps between 0C and 3 degrees C for at least 30 minutes	1431-77000	Curaplex Cold Pack - Large 1/EA 24EA/CS	1/EA	$ 0.46	$ 0.47	2.17%
187	Convenience Bag (Hartwell Medical Bio-hoop w/hook) #BH1100H ONLY 50CC – 2,000CC, capacity for emesis and hazardous waste	440101	Convenience Bag, BioHoop, 50cc-2000cc, Emesis and Hazardous Waste Bag, incl Hook 12/pk 40pk/cs	12/PK	$ 21.36	$ 22.00	3.00%
188	Disposable Blanket (Techtrade Ready Heat II) G12RH2 ONLY, 12 panel, 34" x 48"	3271-12207	Ready-Heat II 12-Panel Full-Size Blanket, First Responder, 34 in x 48 in, 8-hour, Disposable 8ea/cs	1/EA	$ 23.95	$ 24.66	2.96%
189	Emergency Blanket (Allcare) #EB500M or equivalent (MedSource Int'l.), fleece 60" x 90" machine washable (blue)	17100MS	Curaplex Blanket, Navy Blue, Fleece, 60 in x 90 in, 10ea/cs	1/EA	$ 4.56	$ 4.69	2.85%
190	Finger Ring Cutter (Magnum) #10-4130 ONLY	2832-20518	Economy Ring Cutter, Maco International	1/EA	$ 6.14	$ 6.32	2.93%
191	G2 Clinician Bag (Statapacks, Inc.) ONLY, 3 cell, red, 22" high x 19" wide x 7" deep	2521-03118	G3+ Clinician, Red, 22in H x 18in W x 8in D	1/EA	$ 224.72	$ 231.46	3.00%
192	G2 Airway Cell (Statpacks, Inc.) ONLY, green, 12" high x 6" wide x 6 ½" deep	2523-03107	G3+ Airway Cell, Green, 12in H x 7in W x 6in D	1/EA	$ 110.48	$ 113.79	3.00%
193	G2 IV Cell (Statpacks, Inc.) ONLY, red, 22" high x 19" wide x 7" deep	2521-03118	G3+ Clinician, Red, 22in H x 18in W x 8in D	1/EA	$ 224.72	$ 231.46	3.00%
194	G2 Medicine Cell (Statpakcs, Inc.) ONLY blue, 12" high x 6" wide x 3" deep	2524-00318	G3+ Medicine Cell, Red, 12in H x 7in W x 6in D	1/EA	$ 119.10	$ 122.67	3.00%
195	G2 Universal Cell (Statpacks, Inc.) ONLY black, 12" high x 6" wide x 6 ½" deep	2530-03122	G3+ Universal Cell, Black, 12in H x 7in W x 6in D	1/EA	$ 81.72	$ 84.17	3.00%

Hall County Bid Line #	Hall County Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Selling UoM	Current Price	New Price	% Increase
196	Hot Pack (Matrx) #9115-0007 or equivalent (Asia Connection Shanghai), disposable	1432-56000	Curaplex Hot Pack - Small - 5in x 5in 24EA/CS	1/EA	$ 0.31	$ 0.31	
197	Obstetrical Kit (Matrx) #GI 4001S or equivalent (Motion Medical) Kit contains the following and all items are contained in a soft carrying bag: 1 pair of sterile exam gloves, 4 disposable towels, 2 M size alcohol preps, 6 sterile gauze sponges, 1 sterile #22 disposable scalpel, 1 plastic bag, 1 sterile bulb syringe, 1 sterile O.B. pad, 2 twist ties, 1 drape sheet, 2 sterile umbilical clamps, 2 O.B. towelettes, 1 receiving blanket, 2 nylon tie-offs	444003	Curaplex OB Kit Poly Bagged with Umbilical Scissors	1/EA	$ 9.38	$ 9.66	2.99%
198	Pillow (Allcare inc.) #PL200 or equivalent, poly fill, disposable, 14" x 16"	114102	PILLOW DISPOSABLE POLY FILL 14 IN X 16 IN 15/CS	1/EA	$ 3.80	$ 3.91	2.89%
199	Quik-Clot	1214-47548	QuikClot EMS Rolled Gauze, 3 inch x 48 inch, Sterile, White, Nonwoven w/Kaolin	1/EA	$ 17.50	$ 18.02	2.97%
200	Shears (American Diagnostic) #320R or equivalent (Zulco Int'l.) 7.5", red	2811-05527	Curaplex EMS Shears, Orange, 7.25in 1/EA 200EA/CS	1/EA	$ 0.68	$ 0.70	2.94%
201	Sterile Foil Baby Bunting (GAM Ind.) #40-06 or equivalent (Briggs Healthcare) foil for baby bunting	066-4000	Berman Oral Airway Kit, incl 43 mm, 60 mm, 80 mm, 90 mm, 100mm and 110 mm, Boxed	1/EA	$ 4.36	$ 4.49	2.98%
202	Tourniquet (North American Rescue Products, Inc.) Combat application tourniquet (C-A-T) ONLY, tactical black, 1-handed utilizing windless system	1880-13022	Combat Application Tourniquet (CAT) Tactical Black, Gen 7, One-handed Tourniquet - Windlass System	1/EA	$ 25.19	$ 25.94	2.98%
203	Tourniquet (Elastomer, Inc.) 1" x 18", latex free, rolled, blue	1841-14000	Curaplex Tourniquet 1 in x 18 in, Blue, Rolled, Latex-Free 250/BG 2BG/CS	250/BG	$ 20.00	$ 20.60	3.00%
204	Transport (Ferno Pedi Mate) #0313778 ONLY, designed for child 4.5 to 18.1 kg	473560	Child Transport, Ferno Pedi-Mate, Designed to Hold a Child from 4.5 to 18.1 kg (10-40lb)	1/EA	$ 348.95	$ 359.41	3.00%
205	Urinal	1072-23519	URINAL MALE WITH COVER, DISPOSABLE, THICKER WALLS (NEWER DESIGN) 48EA/CS	1/EA	$ 0.57	$ 0.58	1.75%
206	Window Punch (Matrx) #AN 360 or equivalent (E.M.I.) spring loaded, center	400022	WINDOW PUNCH WITH CLIP 1066	1/EA	$ 7.90	$ 8.13	2.91%
207	Alcohol Prep Pad (Kukal) #852 or equivalent, medium, non- sterile	1330-85300	Curaplex Alcohol Prep Pad, Medium, Sterile 200/BX 20BX/CS	200/BX	$ 2.00	$ 2.06	3.00%
208	SPEAR for Needle Decompression (North American Rescue) #10-0051, ONLY 10 gauge x 3.75", protective pen style case, one-way valve	2160-00051	Spear - Simplified Pneumothorax Emergency Air Release	1/EA	$ 29.73	$ 30.62	2.99%
209	Butterfly Set (Exel Int'l.) #26704 or equivalent, 21 gauge x ¾", 12" tube winged, sterile	30-26704EA	Butterfly, EXEL, 21 ga x 3/4 in., 12 in. tube, winged, sterile 500ea/cs	1/EA	$ 0.33	$ 0.33	
210	Chest Seal (Halo) or equivalent, chest seal and vent (2 pack) Includes one vented and one seal	1216-01106	SAM Chest Seal Combo Pack, One with Valve, One without Valve 1/EA 25EA/BX 2BX/CS	1/EA	$ 26.13	$ 26.91	2.99%
211	Extension Set (Baxter Healthcare – DMG) 2 plug adapter for dual medication administration, Y type, luer lock, 4" long, sterile and individually wrapped	353371	LTD QTY - EXTENSION SET Y TYPE LUER LOCK 4 IN LONG 200/CS INTERLINK	1/EA	$ 4.58	$ 4.71	2.84%
212	Extension Tubing (Braun Medical, Inc.) #V5409 ONLY with 2 sites, large bore male / female luer lock, 32"	605630	IV EXT SET W/ 2 INJECTION SITES 42IN 48/CS BAXTER ACT5612	1/EA	$ 0.99	$ 1.01	2.02%
213	Glucose Gel (Paddock Labs) #0069-30 or equivalent (Boulder Brands USA), 15GM, Mandarin Orange flavor	664365	Glucose Gel, Orange, 15gm 15/pack, 5pk/cs	15/PK	$ 20.54	$ 21.15	2.97%
214	Hypodermic Needle (Exel Int'l. Inc.) #26419 ONLY regular bevel, 18 gauge x 1", sterile	30-26419BX	Hypodermic needle, regular bevel, 18 ga x 1 in 100/bx 20bx/cs	100/BX	$ 5.15	$ 5.30	2.91%
215	Hypodermic Needle (Exel Int'l. Inc.) #11313 ONLY regular bevel, 22 gauge x 1 1/2", sterile	11313	Needle, Exel, hypodermic, regular bevel, 22 ga x 1 1/2 in 100ea/bx 20bx/cs	1/EA	$ 0.05	$ 0.05	
216	IV Administration Set (Amsino) #608306 or equivalent (Braun Medical, Inc.) 60 drop, 86", Universal NF injection site luer lock	1712-60830	Curaplex IV Admin Set, 60Drp, 83in,PP Y-Site, Sure-Lok Ndle-Free Y-Site, Rotat Male LL 1/EA 50EA/CS	1/EA	$ 1.53	$ 1.57	2.61%
217	IV Administration Set (Braun Medical, Inc.) 10 drop, 88", 1 safe day, NF valve, 1 safe line injection site	1712-10830	Curaplex IV Admin Set, 10 Drp, 83in, Pre-Prcd Y-Site, SrLk Ndle-Free Y Ste, Rotat Male LL 50EA/CS	1/EA	$ 1.26	$ 1.29	2.38%
218	IV Administration Set (Set Solu-set Buretrol)	1712-37520	IV Admin Set, Metriset, add on, 150ml Burette w/o automatic shutoff w/Ultrasite valve, 20 in 20ea/cs	1/EA	$ 6.00	$ 6.18	3.00%
219	IV Arm Board (Morrison Med. Products) #1019-100 or equivalent, 3" x 18", disposable	1830-62318	Disposable IV Arm Board 3 in x 18 in	1/EA	$ 2.08	$ 2.14	2.88%
220	IV Arm Board (Morrison Med. Products) #1009-100 or equivalent, 3" x 9", disposable	1830-91350	Disposable IV Armboard, 3"x9" 50/CS	1/EA	$ 1.03	$ 1.06	2.91%
221	IV Dressing (Conmed Corp.) #705-4431 ONLY, transparent, adult, Veni-Gard	354431	IV Dressing, Veni-Gard, Transparent, Adult 100/BX 5BX/CS	100/BX	$ 31.00	$ 31.93	3.00%
222	IV Catheter (Becton Dickinson Insyte Auto Guard) #353241 ONLY, safety vialon, 24 gauge x ¾"	353241	IV Catheter, Insyte Autoguard, 24 ga x 0.75 in, Notch Needle, Shielded, Vialon 50ea/bx 4bx/cs	1/EA	$ 2.21	$ 2.27	2.71%
223	IV Catheter (Becton Dickinson Insyte Auto Guard) #381412 ONLY, safety vialon, 22 gauge x 1"	353241	IV Catheter, Insyte Autoguard, 24 ga x 0.75 in, Notch Needle, Shielded, Vialon 50ea/bx 4bx/cs	1/EA	$ 2.21	$ 2.27	2.71%
224	IV Catheter (Becton Dickinson Insyte Auto Guard) #381423 ONLY, safety vialon, 20 gauge x 1.16"	354221	IV Catheter, Insyte Autoguard, 22 ga x 1 in, Notch Needle, Shielded, Vialon 50ea/bx 4bx/cs	1/EA	$ 2.06	$ 2.12	2.91%
226	IV Catheter (Becton Dickinson Insyte Auto Guard) #381444 ONLY, safety vialon, 18 gauge x 1.16"	355181	IV Catheter, Insyte Autoguard, 18 ga x 1.16 in, Shielded, Vialon 50ea/bx 4bx/cs	1/EA	$ 2.06	$ 2.12	2.91%
227	IV Catheter (Becton Dickinson Insyte Auto Guard) #381454 ONLY, safety vialon, 16 gauge x 1.16"	355161	IV Catheter, Insyte Autoguard, 16 ga x 1.16 in, Shielded, Vialon 50ea/bx 4bx/cs	1/EA	$ 2.06	$ 2.12	2.91%
228	IV Catheter (Becton Dickinson Insyte Auto Guard) #381467 ONLY, safety vialon, 14 gauge x 1¼"	355141	IV Catheter, Insyte Autoguard, 14 ga x 1.75 in, Shielded, Vialon 50ea/bx 4bx/cs	1/EA	$ 2.06	$ 2.12	2.91%
229	IV Catheter (Exel Int'l. Inc.) #26729 ONLY, Safelet, 14 gauge x 2"	11264	IV Catheter, Exel, Safelet, Orange, 14 ga x 2 in 50ea/bx 4bx/cs	1/EA	$ 0.94	$ 0.96	2.13%
230	IV Fluid Warmers (Smithworks Med., Inc.), holds up to 3 liters	12VSS3L02	SOFT SACK IV FLUID WARMER, HOLDS UP TO 3 LITERS	1/EA	$ 541.13	$ 557.36	3.00%
231	IV Starter Kit, #1840-25310	1840-25310	IV START KIT VENI-GARD LATEX FREE 100/CS	1/EA	$ 0.99	$ 1.01	2.02%
232	Irrigation Solution (Baxter) #2F7114 or equivalent (Braun Med., Inc.), sterile, 1,000ML	607114	Sterile Water for Irrigation, 1000ml Plastic Pour Bottle 12ea/cs	1/EA	$ 2.98	$ 3.06	2.68%
233	Male Adapter Plug (Amsino Int'l. Inc.) NF, luer activated valve, sterile and individually wrapped.	1812-02001	Curaplex Needle-Free Male Adapter Plug 100EA/CS	1/EA	$ 0.81	$ 0.83	2.47%
234	Needle / Connector (Braun Med.) #NF9285 or equivalent, anti- stick	1812-50078	Medic Anti-stick Needle/Connector, Plastic 1000ea/cs	1/EA	$ 0.32	$ 0.32	
235	Pressure Infusers (Spacelabs Healthcare) 1,000CC infusion cuff with thumbwheel value, aneroid gauge	1850-80424	*LTBO*Pressure Infuser, UNIFUSOR, 1000ml Infusion Cuff w/Aneroid Gauge and Thumbwheel Valve 24ea/cs	1/EA	$ 16.56	$ 17.05	2.96%
236	Sharps Container (Kendall) #8900SA ONLY (Covidien) stackable, clear lid, 1 quart container, red, 6-1/4" high x 4-1/4" deep x 4-1/2" wide	298900	SHARPS CONTAINER STACK RED WITH CLEAR LID 1 QUART 6.25 IN H X 4.25 IN D X 4.5 IN	1/EA	$ 2.07	$ 2.13	2.90%
237	Sharps Container (Kendall) #8507SA ONLY (Covidien) in room, 5 quart container, red 12-1/2" high x 5-1/2" deep x 10-3/4" wide	298507SA	SHARPS CONTAINER IN ROOM RED 5 QUART 12.5 IN X 5.5 IN X10.75 IN 20/CS	1/EA	$ 5.31	$ 5.46	2.82%
238	Sharps Container Solo Compact Size, #64250	64250	Curaplex Sharps Solo, Sharps container with one time lockable seal, 6.5 in 24ea/cs	1/EA	$ 1.43	$ 1.47	2.80%
239	Stopcock (Qmed) #5858MX5311L ONLY, 3-way with swivel male luer lock	35411	STOPCOCK 3 WAY 50EA/CS W/SWIVEL MALE LUER LOCK	1/EA	$ 0.64	$ 0.65	1.56%
240	Syringe with Needle (Exel Int'l. Inc.) #26253 ONLY, 10CC syringe, 21 gauge x 1-1/2", sterile	626253	Syringe and Needle, 10cc, 21 ga x 1 1/2 inch 100/bx 8bx/cs	100/BX	$ 21.63	$ 22.27	2.96%
241	Syringe with Needle (Exel Int'l. Inc.) #26101 ONLY, 3CC syringe, 23 gauge x 1", sterile	620101	Syringe and Needle, EXEL, 3cc, 23 ga x 1 inch 100/bx 10bx/cs	100/BX	$ 9.27	$ 9.54	2.91%
242	Syringe with Needle (Exel Int'l. Inc.) #26044 ONLY, 1CC syringe Tuberculin , 25 gauge x 5/8", sterile	11278	Syringe and Needle, EXEL, 1cc Tuberculin, 25 ga x 5/8 inch 100ea/bx 10bx/cs	1/EA	$ 0.12	$ 0.12	
243	Syringe (Exel Int'l. Inc.) #26280 ONLY (Omed Corp.) 20 – 25 CC syringe, luer lock	620280	SYRINGE ONLY LUER LOCK 20-25CC 50/BX 10BX/CS 26280	50/BX	$ 12.00	$ 12.36	3.00%

Renewal Item List for Hall County
Disposable

Hall County Bid Line #	Hall County Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Selling UoM	Current Price	New Price	% Increase
244	Syringe (Exel Int'l. Inc.) #26300 ONLY (Omed Corp.) 50 – 60 CC syringe, luer lock	620300	SYRINGE DISPOSABLE LUER LOCK 50-60CC 25/BX 6BX/CS	25/BX	$ 19.82	$ 20.41	2.98%
245	Wall Enclosure (Kendall) #85161H ONLY (Covidien) with lock use for sage 5 quart container	298516	WALL ENCLOSURE WITH LOCK FOR SAGE 5 QUART SHARPSTAR CONTAINER 1/CS	1/CS	$ 29.81	$ 30.70	2.99%
246	Duct Tape (Flexpak, Inc.) 2" x 60 yards, white	080891	DUCT TAPE WHITE, 2 INCH X 60 YDS 24/CS	1/EA	$ 7.10	$ 7.31	2.96%
247	Extrication Collar (Ambu Mini Ace) #000281106 ONLY, pediatric, adjustable	260280	Extrication Collar, Ambu Mini Perfit ACE, Pediatric, Adjustable 12 Settings 30ea/cs	1/EA	$ 4.01	$ 4.13	2.99%
248	Extrication Collar (Ambu Perfit Ace) #000281000 ONLY, adult, adjustable with 16 settings	260281	Extrication Collar, Ambu Perfit ACE, Adult, Adjustable 16 Settings 30ea/cs	1/EA	$ 4.01	$ 4.13	2.99%
249	Extrication Device (Ferno) #0313676 or equivalent (MedSource Int'l.), green, used for confined space patient, immobilization and extrication	15329	Curaplex Extrication Device w/Case, Green, for Confined Space Patient Immobilization and Extrication	1/EA	$ 68.53	$ 70.58	2.99%
250	Head Immobilizer Blocks (DMS) ONLY, disposable, dispos-o- bag 4" x 5" x 10", sealed foam	3141-50402	Cerviguard Head Immobilizer Blocks with Occipital Pad and Foam Straps	1/EA	$ 6.15	$ 6.33	2.93%
251	Immobilization System (Iron Duck) #35840-T ONLY, pediatric, pedi-air-align, teal	262410	Immobilization Board System, Pedi Air Align, Teal, 1 board, straps, head blocks, carry case	1/EA	$ 221.60	$ 228.24	3.00%
252	Long Backboard (Allied Healthcare Prod. Inc.), high-density polymer plastic in red, 1-piece seamless construction, minimum of 4 handholds on each side of the board, x-ray translucent. MUST have runner on the bottom of the board or be beveled to allow for easy grip. Minimum of 72" long. Minimum of 16" wide. Minimum of 1-1/2" deep. NO pins. Minimum capacity of 500 pounds, rounded corners and designed with tapered foot end.	265775R	Backboard, ULTRA-VUE 16, Red, No Pins, 72 in x 16 in x 1 3/4 in	1/EA	$ 117.24	$ 120.75	2.99%
253	Mega Mover Transport Unit (Little Rapids Corp.) capacity of 1,000 pounds, 14 handles, 40" x 80" non-woven poly white	3246-12345	Curaplex Patient Transporter, 1800 lb Capacity, 14 Handles 10ea/cs	1/EA	$ 12.89	$ 13.27	2.95%
254	Mega Mover Plus Transport Unit (Little Rapids Corp.) capacity of 1,000 pounds, 14 handles, 40" x 80" non-woven poly gray	3246-95204	Curaplex Patient Transporter Plus, 1900 lb Capacity, 14 Handles 10EA/CS	1/EA	$ 13.62	$ 14.02	2.94%
255	Replacement Splint (ProSplint) ONLY Medspec, small arm, 24" long x 13" wide	5800-505	PROSPLINT ARM SPLINT, SMALL, 24 IN L X 13 IN W	1/EA	$ 15.38	$ 15.84	2.99%
256	Replacement Splint (ProSplint) ONLY Medspec, small leg, 37" long x 19" wide	5800-503	PROSPLINT LEG SPLINT, SMALL, 37 IN L X 19 IN W	1/EA	$ 28.17	$ 29.01	2.98%
257	Replacement Splint (ProSplint) ONLY Medspec, large leg, 43- 1/2" long x 19-1/2" wide	5800-502	PROSPLINT LEG SPLINT, LARGE, 43.5 IN L X 19.5 IN W	1/EA	$ 33.25	$ 34.24	2.98%
258	Replacement Traction Ankle Strap, Pedi, Dick Medical Supply, #SI006P	SI006P	Hare Traction Splint Pediatric Replacement Ankle Strap	1/EA	$ 19.94	$ 20.53	2.96%
259	Replacement Traction Ankle Strap, Adult, Dick Medical Supply, #SI006A	SI006A	Hare Traction Splint Adult Replacement Ankle Strap	1/EA	$ 19.94	$ 20.53	2.96%
260	Restraint Straps (DMS) 2" wide x 5' long, disposable, 2-piece, orange polypropylene with loop end and plastic side release buckle	16683	Curaplex Backboard Strap, Black, 5 ft, Side Release Buckle, Loop Lock, Polypropylen 100ea/cs	1/EA	$ 2.55	$ 2.62	2.75%
261	Restraint Straps (Posey) #2528 or equivalent, foam limb holder double	3176-25300	Posey Foam Limb Holders 1/PR	1/PR	$ 7.05	$ 7.26	2.98%
262	SAM Splint (Sam Medical) #SP1121R ONLY orange and blue, rolled, 4-1/4" x 36"	661121	Splint, SAM, Orange/Blue, Rolled, 4.25 in x 36 in 60ea/cs	1/EA	$ 7.40	$ 7.62	2.97%
263	Traction Splint (Safety Int'l.), ankle hitch, universal, blue, nylon webbing and foam with D ring	3020-27010	Slishman Traction Splint - Compact (STS-C) 25ea/cs	1/EA	$ 177.51	$ 182.83	3.00%
264	Traction Splint (Femotrac) #0822181 (443) ONLY, pediatric	660211	Traction Splint, FERNOTrac 443, Pediatric, with Yellow Carrying Case	1/EA	$ 448.38	$ 461.83	3.00%
265	Traction Splint (Femotrac) #0822182 (444) ONLY, adult, royal blue, carry case	660210	Traction Splint, FERNOTrac 444, Adult, with Blue Carrying Case	1/EA	$ 441.56	$ 454.80	3.00%
266	Three (3) UCAPIT MACHINES, Cap 5 Model, controlled access pharmaceutical dispenser	4800-0001H	*DS ONLY* CAP 5 Standard EMS Machine w/Controller and Parts Kit, BTM Black	1/EA	$ 8,389.06	$ 8,640.73	3.00%
267	Delta ICE 2L, Smart Blood Cooler, Blue	2521-93520	*DS ONLY* Delta ICE 2L Smart Blood Cooler, Blue	1/EA	$ 3,395.06	$ 3,496.91	3.00%
268	Temperature Control Insert, for use with Delta ICE 2L	2516-01377	*DS ONLY* Temperature Control Insert, for use with Delta ICE 2L	1/EA	$ 540.43	$ 556.64	3.00%
269	LifeFlow Plus, Rapid Blood & Fluid Infuser 5ea/cs	1850-75005	LifeFlow Plus, Rapid Blood & Fluid Infuser 5ea/cs	1/EA	$ 338.96	$ 349.12	3.00%
270	Qinflow Warrior Compact Disposable Unit (CDU) 1/EA 12EA/Bx	1712-50012	Qinflow Warrior Compact Disposable Unit (CDU) 1/EA 12EA/BX	1/EA	$ 93.33	$ 96.12	2.99%
271	QinFlow Warrior Blood & Fluid Warmer w/ Enhanced Battery	1870-11100	*DS ONLY* QinFlow Warrior Blood & Fluid Warmer w/ Enhanced Battery	1/EA	$ 3,061.11	$ 3,152.94	3.00%
ded 11.24.25	TRAUMAGEL HEMOSTATIC GEL	1214-27310	Traumagel Hemostatic Gel 1/EA 5EA/BX	1/EA	$ 130.00	$ 133.90	3.00%

AGENDA ITEM

Human Resources

REPORT TO: **Work Session (06/22/26)**

REPORT TO: **Voting Meeting (06/25/26)**

ITEM NO: 390/2026

SUBJECT: Approve the FY 2027 annual contract renewal for property and casualty insurance brokers (Gallagher Bassett Services, Inc., and Arthur J. Gallagher Company), insurance program coverages, fees, and third party administrator (TPA) services in the amount of $2,257,213.00; and authorization for the Chairman to execute all related documents.

Meetings:

Work Session Date: 06/22/26

Voting Meeting Date: 06/25/26

Executive Summary:

Presenter: DLJ

Recommendation:
Approved

Purpose of Request:
Approve the FY 2027 annual contract renewal for property and casualty insurance brokers (Gallagher Bassett Services, Inc., and Arthur J. Gallagher Company), insurance program coverages, fees, and third party administrator (TPA) services in the amount of $2,257,213.00; and authorization for the Chairman to execute all related documents.

History:

Gallagher Bassett Services, Inc., and Arthur J. Gallagher Company are vendors in good standing with the County.

Facts and Issues:

Options:

Insurance cost for FY2027 is $2,257,213.00, which is a 6.7% increase over last year.

Program coverages that experienced increases are: Auto Liability(8.1%); Off-Duty Liability (10.3%); Law Enforcement AD&D (3.9%); Terrorism & Sabotage (0.7%).

Program coverages that decreased are: Excess Liability (-0.1%); Property, due to our new GovPro coverage (-9.6%); Cyber Liability (-4.1%); Crime (0%); Aviation Drone Coverage (-11.3%); and Vessell Hull Coverage (-6.6%).

Risk control services through Gallagher decreased by 16.7% and TPA services through Gallagher Bassett increased by 22.8%.

Funding Requested	$ 2,257,213.00
Are funds within current budget?	Yes
Source of Funds	Risk Management Fund
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2026-06-30

Approvals:

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

Attachments:

Financial Supplement
Liability Renewal Comparison 2027
Terrorism Insurance Coverage-TIRA 2027
Authorization to Bind Coverage 2027 GL
Gallagher Bassett Contract 2027

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 390/2026

Funds Requested: $ 2,257,213.00

Request Budgeted: Yes

Proposed Source of Funding:

Risk Management Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2027	602-RISK MANAGEMENT FUND	1555 - RISK MANAGEMENT	552401-PROPERTY & CASUALTY PREMIUMS	$2,081,077.00
2027	602-RISK MANAGEMENT FUND	1555 - RISK MANAGEMENT	552100-ADMINISTRATIVE INSURANCE FEES	$176,136.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: DLJ

Phone: 770-531-6712

Hall County Board of Commissioners

2026 Property & Casualty Insurance Proposal
6.30.2026 - 6.30.2027

Gallagher
Insurance | Risk Management | Consulting

	Expiring Program				Proposed Program 2026-2027				Analytics		
Line of Business	Expiring Program	Retention	Rating Basis	Premium	Proposed Program	Retention	Rating Basis	Premium	Exposure Change	Premium Change	Net Rate Change
Primary Package	**Safety National**				**Safety National**						
Auto Liability	$1,000,000	$400,000	Various	**$1,074,942**	$1,000,000	$400,000	Various	**$1,184,923**	2.0%	10.2%	8.1%
Auto Physical Damage	Comp & Collision	$50k/100k	$64,683,380		Comp & Collision	$50k/100k	$59,768,305				
General Liability	$5,000,000	$300,000	$403,211,611		$5,000,000	$300,000	$398,580,228				
Law Enforcement Liability	$5,000,000	$300,000	422		$5,000,000	$300,000	422				
Public Officials / EPLI	$5,000,000	$300,000	1,843		$5,000,000	$300,000	1,843				
Excess Liability	**Metis - Obsidian**			**$327,600**	**Metis - Obsidian**			**$333,840**	2.0%	1.9%	-0.1%
Excess excluding Auto	$5,000,000	$5,000,000			$5,000,000	$5,000,000					
Property	**GovPro (Layered & Shared)**		$313,858,181	**$326,610**	**GovPro (Layered & Shared)**		$340,602,669	**$320,246**	8.5%	-1.9%	-9.6%
All Risk / Blanket	$313,858,181	$100,000	*$0.1041*		$340,602,669	$100,000	*$0.0940*				
Flood	$50,000,000	$100,000			$50,000,000	$100,000					
Earthquake	$50,000,000	$100,000			$50,000,000	$100,000					
Equipment Breakdown	$500,000,000	$25,000			$500,000,000	$25,000					
Inland Marine	Included	$100,000			Included	$25,000					
Cyber Liability	**Berkley**		$403,211,611	**$110,080**	**Berkley**		$398,580,228	**$104,337**	-1.1%	-5.2%	-4.1%
Data Breach Response	$3,000,000	$250,000			$3,000,000	$250,000					
Business Interruption	$3,000,000	$250,000			$3,000,000	$250,000					
Ransomware	$3,000,000	$250,000			$3,000,000	$250,000					
Social Engineering	$250,000	$250,000			$250,000	$250,000					
Off-Duty Liability	**AIG**		410	**$75,634**	**AIG**		418	**$85,078**	2.0%	12.5%	10.3%
Per Occurrence	$1,000,000	$25,000			$1,000,000	$25,000					
Law Enforcement - AD&D	**Zurich**		410	**$17,538**	**Zurich**		418	**$18,559**	2.0%	5.8%	3.9%
Per Occurrence	$50,000	Nil			$50,000	Nil					
Crime	**Travelers**		1,843	**$3,650**	**Travelers**		1,843	**$3,650**	0.0%	0.0%	0.0%
Employee Dishonesty	$1,000,000	$10,000			$1,000,000	$10,000					

Hall County Board of Commissioners

2026 Property & Casualty Insurance Proposal
6.30.2026 - 6.30.2027

Gallagher
Insurance | Risk Management | Consulting

	Expiring Program				Proposed Program 2026-2027				Analytics		
Line of Business	Expiring Program	Retention	Rating Basis	Premium	Proposed Program	Retention	Rating Basis	Premium	Exposure Change	Premium Change	Net Rate Change
Terrorism & Sabotage	**GovPro (Hiscox)**		$313,858,181	**$10,320**	**GovPro (Hiscox)**		$340,602,669	**$11,275**	8.5%	9.3%	0.7%
Property Damage	$250,000,000	$25,000			$250,000,000	$25,000					
Active Shooter	$2,000,000	$25,000			$2,000,000	$25,000					
Chemical & Biological	$2,000,000	$100,000			$2,000,000	$100,000					
Aviation Drone Coverage	**Lloyds**		14	**$14,465**	**Lloyds**		10	**$9,169**	-28.6%	-36.6%	-11.3%
Liability Limit	$2,000,000	Nil			$2,000,000	Nil					
Hull Coverage	Stated Value		$104,408		Stated Value		$54,600				
Vessell Hull Coverage	Great American		1	**$11,595**	Great American		1	**$10,833**	0.0%	-6.6%	-6.6%
Hull Coverage(Fire Rescue)	$697,777			*Annualized*	$697,777						
	Insured Value	5000%			Insured Value	$5,000					
Premium Sub-Total				**$1,960,839**				**$2,071,077**	**2.9%**	**5.6%**	**2.6%**
Risk Control Services	Gallagher National Risk Control 100 Hours			**$12,000**	Gallagher National Risk Control 100 Hours			**$10,000**			-16.7%
Actuarial Loss Forecasts	Gallagher Actuary - Casualty & Work Comp			**Included**	Gallagher Actuary - Casualty & Work Comp			**Included**			
Claims TPA Fees	Gallagher Bassett TPA Services			**$143,475**	Gallagher Bassett TPA Services			**$176,136**			22.8%
Risk Management Services				**$155,475**				**$186,136**			**19.7%**
Insurance Costs				**$2,116,314**				**$2,257,213**			**6.7%**
Retained Loss Projections				**$1,124,937**				**$1,367,798**			21.6%
Grand Total				**$1,124,937**				**$1,367,798**			**21.6%**
Total Cost of Risk*	**May not include all administrative costs*			**$3,241,251**				**$3,625,011**			**11.8%**

DISLCAIMER: Premium+ includes any surplus lines taxes and fees if applicable. Broker Compensation is included unless specified as a broker fee. Risk management fees are for additional risk consulting services unrelated to the coverage placement. This summary is an outline of certain terms and conditions of the insurance proposed and does not include all of the terms, coverages, exclusions, and conditions of the actual policy language. We make no warranties with respect to policy limits, deductibles, or coverage considerations of the carrier.

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE
(Excess Liability)

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended, extended, and/or re-authorized, you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury – in concurrence with the Secretary of State and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A $100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT, AS WELL AS INSURERS' LIABILITY, FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM. IF THE AGGREGATE INSURED LOSS FOR ALL INSURERS EXCEEDS $100 BILLION IN A CALENDAR YEAR, YOUR COVERAGE MAY THUS BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage with regard to Excess Liability

☐	I hereby elect to purchase terrorism coverage for a prospective premium of $ 2,390.
☒	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Safety National Casualty Corporation®
Insurance Company

Applicant's Signature
HALL COUNTY BOARD OF COMMISSIONERS
Insured Name

Date Signed

Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 06/30/2026, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	Coverage/Carrier
☒ **Accept** ☐ **Reject**	**Property** GovPro Insurance Trust
☐ **Accept** ☒ **Reject**	**TRIA - Property**
☒ **Accept** ☐ **Reject**	**Equipment Breakdown** Liberty Mutual Surplus Insurance Corp
☐ **Accept** ☒ **Reject**	**TRIA - Equipment Breakdown**
☒ **Accept** ☐ **Reject**	**Terrorism, Sabotage, Active Shooter, and CBRN** GovPro (Hiscox)
	TRIA - Included
☒ **Accept** ☐ **Reject**	**Aviation Drone Coverage** American Alternative Insurance Corporation
☐ **Accept** ☒ **Reject**	**TRIA – Aviation Drone Coverage**
☒ **Accept** ☐ **Reject**	**Primary Package (General Liability, Auto Liability & Physical Damage, Law Enforcement Liability, Public Officials/EPLI, Excess Casualty)** Safety National Casualty Corporation
☐ **Accept** ☒ **Reject**	**TRIA – Primary Package**
☒ **Accept** ☐ **Reject**	**Excess Liability - $5M xs $5M** Metis - Obsidian
☐ **Accept** ☒ **Reject**	**TRIA - Excess Liability**

Gallagher
Insurance | Risk Management | Consulting

	Coverage/Carrier
☒ Accept ☐ Reject	**Law Enforcement Liability – Off Duty** Lexington Insurance Company
☐ Accept ☒ Reject	**TRIA - Law Enforcement Liability – Off-Duty**
☒ Accept ☐ Reject	**Cyber Liability - $3M Limit** Berkley Assurance Company
	TRIA - Included
☒ Accept ☐ Reject	**Law Enforcement AD&D** Zurich American Insurance Company
☐ Accept ☒ Reject	**TRIA - Accidental Death and Dismemberment**
☒ Accept ☐ Reject	**Crime** Travelers Casualty and Surety Co of America
☒ Accept ☐ Reject	**Gallagher National Risk Control Services - $10,000**
☒ Accept ☐ Reject	**Claims TPA Services** Gallagher Bassett Services

Fee Breakdown:

Agency Bill Administration Fee: $500.00

By signing below, you are acknowledging that the fee listed above is fully earned and is NOT refundable. The fee is due and payable within thirty (30) days of your execution below. Any placements that require the payment of additional state or federal taxes and/or fees are the client's responsibility.

You further acknowledge and agree that the Proposal, this Client Authorization to Bind Coverage (including this agreement concerning the above referenced fee) reflect your understanding of the services to be provided by Gallagher as they have been discussed with and fully disclosed to you, and the above fee is consistent with

your understanding. Any disputes arising out of the Proposal, this Client Authorization to Bind Coverage and/or the performance of services by Gallagher shall be governed by the laws of the State of Illinois.

Exposures and Values

You confirm the payroll, values, schedules, and any other information pertaining to your operations, and submitted to the underwriters, were compiled from information provided by you. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies. You acknowledge it is your responsibility to notify Gallagher of any material change in your operations or exposures.

Additional Terms and Disclosures

Gallagher is not an expert in all aspects of your business. Gallagher's Proposals for insurance are based upon the information concerning your business that was provided to Gallagher by you. Gallagher expects the information you provide is true, correct and complete in all material respects. Gallagher assumes no responsibility to independently investigate the risks that may be facing your business, but rather have relied upon the information you provide to Gallagher in making our insurance Proposals.

Gallagher's liability to you arising from any of Gallagher's acts or omissions will not exceed $20 million in the aggregate. The parties each will only be liable for actual damages incurred by the other party, and will not be liable for any indirect, special, exemplary, consequential, reliance or punitive damages. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with the Proposal, any of Gallagher's services or your relationship with Gallagher may be brought by either party any later than two (2) years after the accrual of the claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at https://www.ajg.com/privacy-policy/.

You have read, understand and agree that the information contained in the Proposal and all documents attached to and incorporated into the Proposal, is correct and has been disclosed to you prior to authorizing Gallagher to bind coverage and/or provide services to you. By signing below, or authorizing Gallagher to bind your insurance coverage through email when allowed, you acknowledge you have reviewed and agree with terms, conditions and disclosures contained in the Proposal.

Hall County Board of Commissioners

By: _____

Print Name (Specify Title)

_____

Company

_____

Signature

Date: _____

Gallagher
Insurance | Risk Management | Consulting

GALLAGHER BASSETT

HALL COUNTY, GA
06/30/2026 - 06/30/2027

FLAT FEE- LIFE OF PARTNERSHIP	Est. Claim Frequency		Projected Service Fee
Liability			
Auto Liability/Bodily Injury	20		Included
Auto Liability/Property Damage	38		Included
Auto/Physical Damage	15		Included
General Liability/Bodily Injury	16		Included
General Liability/Property Damage	35		Included
Professional Liability	12		Included
Incidents - Liability	258		Included
Total Liability Flat Fee			**$149,501**
Property			
Property	0		Included
Incidents - Property	0		Included
Total Property Flat Fee			**$0**
ADMINISTRATIVE SERVICES	**Quantity**	**Rate**	**Estimated Annual Fee**
Administrative Services			
Administration / Data Management			$13,935
RMIS - 2 Users Full Access			Included
Luminos Incident Management			$11,700
Total Administrative Services			**$25,635**
TOTAL			**$175,136**

This is a one year agreement with 5% increase.

If the claim counts for the 2026/2027 contract are 15% higher or lower than the annual forecast by individual coverage type (the overage would not be calculated by a global overage, but instead by bodily injury, property damage, auto physical damage, property, or professional), then GB reserves the right to bill for the overage on a per-claim basis at the below rates:

Auto and General Liability Bodily Injury - $1,092
Auto and General Liability Property Damage - $503
Auto Physical Damage - $343
Property - $904
Professional - $2,646

OTHER SERVICES

SERVICES	CHARGES
RMIS Additional Users (RMIS Standard License includes a set number of Full Access Users outlined under Administrative Services, and unlimited use of GB standard scheduled training classes)	RMIS View-only User, $500 annually per user
	RMIS Full Access User, $1,000 annually per user
Loss control	$150 per hour
OSHA Reporting	$6,000, OSHA platform to produce compliant OSHA 301 Report, 300 and 300a Logs. If electronic OSHA reporting is required, an additional fee will be charged. Oversight and accuracy of all OSHA data is the responsibility of the employer prior to posting or submitting to OSHA.
Subrogation and Recovery	20% of net recovery amount less legal and collections expense based on recovery date Recoveries include subrogation, credits, lien waivers, file transfer (based on lien to date at time of transfer), and contribution or coverage handled in a separate action. Applies to all coverage types
Gallagher Bassett Investigative Services (GBIS)	
Special Fraud Investigations - SIU, Outside Field Investigations, Surveillance Investigations, Targeted Field Investigations	Prevailing hourly rate plus expenses
Targeted Database Searches, Self Service Database Searches	Prevailing rate per report
Liability Nurse Review (LNR)	
Liability Nurse Review - Review of medical records with third party settlement demands to aid in evaluating exposure, potential defenses, and optimal negotiation. **Medical Bill Analysis** - Comparison of medical bills and medical specials against usual and customary reimbursement rates. **Clinical Review** - Comprehensive review of medical records to evaluate causation, appropriateness of medical care, impact of pre-existing conditions, and extent of disability.	Prevailing rate per each service
Gallagher Bassett Litigation Management Program (GBLMP)	
Invoice and Matter Management platform for adjusters/ counsel	If utilized, 2% of net legal invoice (invoice net of disbursements and invoice review savings). Charged as discount off total payment remitted to counsel and will be reflected as an allocated expense on the claim file.
5 client licenses for Legal Analytics platform	
Attorney-led legal bill review	

OTHER SERVICES

Gallagher Bassett Compliance Services (GBCS)	
Medicare Set-Aside Services: Allocation, CMS Submission, Medicare Eligibility Inquiry (MEI), SSDI Verification, Medical Cost Projection (MCP)	Prevailing rate per each service Rush fees apply for MSA completed within 5 business days MSA Revision fees apply
Medicare Secondary Payer Services: BCRC Notification, Conditional Payment Research (CPR), Conditional Payment Negotiations (CPN), Conditional Payment Notice Evaluation, Conditional Payment Dispute, Securing Final Demand for Settlement (SFD), Release / Settlement Agreement Review, Lien Research and Resolution (Advantage Plan, Medicaid, Part D)	Prevailing rate per each service
Taxes	
Taxes	All applicable taxes will be added to the service fees where required

PROGRAM SPECIFIC TERMS AND CONDITIONS

1. **Claim Count Reconciliation:**

   There will be one claim count reconciliation 18 months after the inception of the service period, to bill for any claims beyond the 15% threshold above the annual forecast.

2. **Billing and Payment Terms:** Fees will be billed quarterly during the service period.

3. **Claim Pricing Terms:**

   Life of Partnership:
   Claims will be handled for the life of the partnership with no additional per claim fees. If the client decides to non-renew all or a portion of the program, all open files will be handled in one of the following two ways:
   - GB will return the files to the client (contingent upon Carrier approval) at the client's expense.
   - GB will continue to handle the open files at our prevailing annual rate per year open.

   Additional Charges:
   There will be additional charges for ongoing Data Management (RISX-FACS®), RMIS users, Administration, Banking fees and monthly reports for as long as GB handles claims.

4. **Account Administration includes the following:**
   - Client Services
   - 2 Telephonic Claim Strategy Meeting(s)
   - 2 Standard Meeting(s) Included
   - Detailed Status Reports All Lines of Business @ $50,000
   - Settlement Consultation All Lines of Business @ $10,000
   - Loss Fund /Banking Services (SIMMS)
   - Claim Reporting
   - Data Transfer to Carrier(s)
   - Acknowledgement Letter to Claimant Liab

5. Claim Charges: Claim and incident fees will be assessed on a per occurrence, per claimant, per line of coverage basis.

6. This material is the proprietary, confidential property of Gallagher Bassett Services, Inc. It has been provided to you for the sole purpose of considering a quote for claims administration services. It is not to be duplicated or shared in any form with anyone other than the individuals of such prospective client that have a business need to know the information. It must be destroyed or returned to Gallagher Bassett Services, Inc. after its intended use.

7. Gallagher Bassett Services, Inc. will not pay a fee, commission, or rebate to any party for the privilege of presenting our proposal or in order to secure the awarding of any program to Gallagher Bassett Services, Inc.

8. GB's pricing is based on known lines of coverage, volumes, and utilization of GB's Preferred Vendors[1] or previously agreed upon and documented use of Client Vendors. GB reserves the right to reprice a program under certain unique situations (i) Client has a material change in the overall program managed by GB, including the lines of coverage handled by GB; (ii) Client has a material change in the nature and/or volume of its Claims compared to what was contemplated when GB quoted its Service Fees; (iii) Client unbundles services provided by GB's vendors or subcontractors or chooses to use Client Vendors; or (iv) Legislative and/or regulatory requirements impact or change the scope of GB's Services or responsibilities.

[1] GB Preferred Vendors are those that perform work under a written contract with GB but does not include vendors that are otherwise selected by or contracted with Client ("Client's Vendor").

PROGRAM SPECIFIC TERMS AND CONDITIONS

Switching from GB's Preferred Vendors to a Client's Vendor may result in repricing of the quoted rates and GB also reserves the right to include a reasonable administrative fee.

GB may utilize Client's Vendor as instructed by Client, provided that Client agrees that for Client's Vendor: (a) Client warrants it has secured written approval for this usage from its Carrier, if applicable; and (b) that Client agrees to indemnify and hold GB harmless for any and all losses, claims, damages, liabilities, judgments, costs and expenses (whether in tort, contract, statute or otherwise, collectively, "Damages") that arise out of or relate to the usage of Client's Vendor or a breach of this warranty.

It is agreed and understood that GB does not vet, risk assess, supervise, monitor, accept terms from or enter into separate agreements with, or ensure compliance with laws and regulations or monitor for fraud, for Client's Vendors. In the event of any conflicts related to non-preferred vendor usage it is expressly agreed the language of this section shall control and supersedes any prior agreements.

[1] GB Preferred Vendors are those that perform work under a written contract with GB but does not include vendors that are otherwise selected by or contracted with Client ("Client's Vendor").

GENERAL CONTRACT TERMS AND CONDITIONS

1. Independent Adjusters - If applicable, following any significant loss as a result of a single event (hurricane, tornado, flood, earthquake, etc.), GB reserves the right to retain outside resources (adjusters) when appropriate and those fees will be paid as an Allocated Expense off the file.

2. The pricing quoted in this Cost & Terms is based upon the data and information provided by Client, as well as existing legislative and regulatory requirements. Material inaccuracies or changes to the foregoing may require adjustments to the quoted pricing.

3. Taxes - All applicable taxes will be added to the service fees where required.

4. Allocated Expenses: Shall be your responsibility as applicable and shall include, but not be limited to:

   - Legal Fees
   - Legal Bill Review
   - Medical Examination
   - Professional Photographs
   - Travel made at client's request
   - Costs for witness statements
   - Court reporter service, translation, and interpretation
   - Record retrieval and copying services (Including medical and legal)
   - Accident reconstruction
   - Experts' rehabilitation costs
   - Chemist
   - Fees for service of process
   - Collection cost payable to third parties on subrogation
   - Architects, contractors
   - Engineer
   - Any other similar cost, fee or expense reasonably chargeable to the investigation, negotiation, settlement or defense of a claim or loss which must have the explicit prior approval of the client
   - Police, fire, coroner, weather, or other such reports
   - Property damage appraisals
   - Vehicle appraisals (vehicle damage assessment)
   - SIU, surveillance and sub rosa investigation
   - Official documents and transcripts
   - Pre- and post-judgment interest paid
   - Outside Field Investigations
   - Subrogation at 20% of net recovery
   - Index Bureau Reporting (All Coverages)
   - Second Injury Fund Recovery
   - Data Intelligence Self-Service Reports
   - Medical Management - Medical Management services may include, but are not limited to:
     - Preferred provider organization networks
     - Utilization review services
     - Automated state fee scheduling
     - Light duty/return-to-work programs
     - Medical case management and Vocational rehabilitation network
     - Prospective injury management services
     - Hospital bill audit services

DEFINITIONS

Incidents
An incident is a loss reported electronically through ClaimLine and/or the Web, or set up manually at the branch. GB will review the incident and make a courtesy call (if necessary) to determine if it is a claim or incident. GB will have full discretion in the determination and handling of these incidents and/or their conversion into claim status.

Auto Physical Damage (APD)
Investigate, evaluate and adjudicate all first-party claims which you report involving damage or loss of real or personal property. First-party claims will be managed and administered in accordance with our product guidelines.

Liability Claims
Investigate, evaluate and adjudicate all third-party claims for which you may be legally obligated. Third-party claims will be managed and administered in accordance with our product guidelines.

Property Claims
Investigate, evaluate and adjudicate all first-party claims which you report involving damage or loss of real or personal property. First-party claims will be managed and administered in accordance with our product guidelines.

HALL COUNTY, GA
06/30/2026 - 06/30/2027

ACKNOWLEDGEMENT OF COST & TERMS

The undersigned parties acknowledge and agree that this Cost & Terms is effective for the service period stated above.

Notices to Gallagher Bassett Services, Inc. should be directed to:
Gallagher Bassett Services, Inc.
2850 Golf Road
Rolling Meadows, Illinois 60008-4050
Attn: Legal Department
Email: GB-Contracts@gbtpa.com

ACCEPTED AND AGREED TO BY:

GALLAGHER BASSETT SERVICES, INC.

By: _____

Print Name: Liz Staruck

Title: General Counsel

Date: June 04, 2026

ACCEPTED AND AGREED TO BY:

HALL COUNTY, GA

By: _____

Print Name: _____

Title: _____

Date: _____

AGENDA ITEM

Planning & Zoning

REPORT TO: **Work Session (06/22/26)**

REPORT TO: **Voting Meeting (06/25/26)**

ITEM NO: 371/2026

SUBJECT: **2632 Sardis Road | Rezone |** from Residential 1 (R-1) and Suburban Shopping (S-S) to Highway Business (H-B) | on a 25.90± acre tract located on the east side of Sardis Road at its intersection with East Sardis Road | Zoned R-1 & S-S; Tax Parcel 10071 000136 **| Proposed Use: Uses permitted in H-B |** Commission District 2 **| DCCM, applicant** *Note: Tabled at the May 28, 2026 Voting Meeting until the June 25, 2026 Voting Meeting.*

Meetings:

Work Session Date: 06/22/26 **Voting Meeting Date:** 06/25/26

Executive Summary:

Presenter: KA

Recommendation:

Staff recommends approval, with conditions, as the proposed zoning is consistent with the "Regional Activity Nodes and Corridors" future land use classification within the Comprehensive Plan.

1. The property shall be developed in accordance with the site plan and narrative dated March 27, 2026, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments.
3. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

Purpose of Request:

2632 Sardis Road | Rezone | from Residential 1 (R-1) and Suburban Shopping (S-S) to Highway Business (H-B) | on a 25.90± acre tract located on the east side of Sardis Road at its intersection with East Sardis Road | Zoned R-1 & S-S; Tax Parcel 10071 000136 | **Proposed Use: Uses permitted in H-B |** Commission District 2 | **DCCM, 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	KA	JL	CR
Clerk			
JR			

Attachments:

Request to Table
Staff Report
Application
Narrative
Narrative Supplement
Site Plan
Plat
Maps
Map - Public Comments Rec'd
Renderings
Deed
Water Availability Letter
Environmental Health Comment
GDOT Comment
Public Works Comment
Fire Comment
Business License Comment
6-25-2026 Updated Notice Sign
Notice Sign
Public Comment - from Damian Abaddon
Public Comment - from Timothy Ader
Public Comment - from Cathy Skinner
Public Comment - from David Murphy
Public Comment - from David Murphy2
Public Comment - from John Whitmire
Public Comment - from Patricia Zapata
Public Comment - from William Earnest
Public Comment - from William Earnest2
Public Comment - from John & Sadie McElroy

Outlook

2632 East Sardis Road

From Bradley K. Dunckel <bdunckel@dccm.com>
Date Thu 5/21/2026 3:57 PM
To Katie G. Ahmed (Planning) <kahmed@hallcounty.org>; Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Cc Beth Garmon <bgarmon@dccm.com>

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

Hi Katie,
We would like to request that this application be tabled until the June 25th BOC meeting. This will allow us additional time to address some of the comments regarding the application. If there are any new comments, please forward them as appropriate.
Thanks,
Bradley

Bradley Dunckel, PE
Director of Development Strategies

DCCM

A 425 Oak Street, Northwest, Gainesville, Georgia 30501
P 678.450.5175 **C** 770.363.1997
DCCM.com |

This e-mail, including attachments, may include confidential information and may be used only by the person or entity to which it is addressed. If the reader of this e-mail is not the intended recipient, the reader is hereby notified that any dissemination, distribution, or copying of this e-mail is prohibited. If you have received this e-mail in error, please notify the sender by replying to this message and delete this e-mail immediately.

HALL COUNTY BOARD OF COMMISSIONERS
STAFF REPORT

Applicant	DCCM
Request	(A) **Rezone** | from Residential 1 (R-1) and Suburban Shopping (S-S) to Highway Business (H-B) (B) **Special Use** |for a storage lot
Proposed Use	Uses permitted in H-B and Boat & RV storage
Size	25.90± acres
Zoning	**Current:** Residential 1 (R-1) and Suburban Shopping (S-S) **Proposed:** Highway Business (H-B)
Location	**2632 Sardis Road |** Tax Parcel 10071 000136
Commission District	Two
Commission Date	May 28, 2026
Staff Recommendation	(A) **Approval, with conditions,** as the proposed zoning is consistent with the "Regional Activity Nodes and Corridors" future land use classification within the Comprehensive Plan. (B) **Approval**, **with conditions**, as the proposed use aligns with the intent of the zoning district and "Regional Activity Nodes and Corridors" future land use designation
Record Number	(A) HZON26-0010 (B) HZCU26-0016

(A) & (B) Staff recommends <u>APPROVAL</u> of the applicant's request with the following conditions:

1. The property shall be developed in accordance with the site plan and narrative dated March 27, 2026, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

2. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments.

3. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

Summary Analysis

The applicant is requesting to rezone a 25.90± acre tract from Residential 1 (R-1) and Suburban Shopping (S-S) to Highway Business (H-B) to allow a commercial development. The proposed development consists of five commercial parcels with up to 60,000 square feet of commercial space and a storage facility providing up to 500 outdoor storage spaces for boat and RV storage. A concurrent Special Use approval is requested to allow a storage lot within the Highway Business (H-B) zoning district.

Currently, the site is undeveloped. The surrounding properties are zoned and developed as outlined below:

North:	Residential 1 (R-1): Single-family residences
East:	Agricultural Residential 1 (AR-1): Single-family residences
	Suburban Shopping (S-S): Single-family residence
South:	Agricultural Residential 1 (AR-1): Single-family residence
	Residential 1 (R-1): Undeveloped
	Suburban Shopping (S-S): Undeveloped
West:	Agricultural Residential 1 (AR-1): Single-family residence
	Residential 1 (R-1): Single-family residence



Per the submitted site plan and narrative, the applicant proposes a development of commercial uses consisting of:

- Four parcels for a combined total of 60,000 square feet of commercial space with one access from East Sardis Road and one from Sardis Road. No end users have been identified.
- One parcel with up to 500 spaces for open, covered or enclosed boat and RV storage accessed from Dawsonville Highway (SR 53) by way of an easement or a fee-simple right-of-way through private property (tax parcel 10071 000088), which would be a private driveway.

The proposed access serving the boat and RV storage portion of the development is not owned by the applicant and has not been secured as of the date of this report. Both the Georgia Department of Transportation (GDOT) and Hall County Public Works & Utilities have identified concerns regarding the proposed access configuration as identified in their official comments.

Water service will be provided by the City of Gainesville Department of Water Resources as confirmed by an availability letter dated September 17, 2025, and sanitary sewer services will be provided by on-site septic.



Based on the future land use plan, staff finds the requested rezoning *<u>is consistent</u>* with the Hall County Comprehensive Plan and the future land use designation of Regional Activity Nodes and Corridors within the Murrayville/Sardis character area. The intent of this future land use designation is to create areas that either already bring visitors from the region or can support future development with a regional draw. New development in these areas should include a combination of retail, office, civic, and residential uses that can contribute to a live-work-play environment. This range of development types may not always be at the same intensity across the county: new development needs to be scaled in the context of the area's infrastructure capacity. New development should also emphasize high-quality building and site design, including dedicated open/civic space, walkability, and a sense of place.

(A) & (B) <u>Zoning Analysis</u> – Rezone and Special Use

When considering a zoning amendment to the zoning maps and use subject to approval of the County Commission, 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; **While the surrounding area is primarily developed**

with single-family residential uses, the existence of commercially zoned property to the south and the Comprehensive Plan's identification of this corridor for future commercial activity support the suitability of the proposed use

b) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **It is not anticipated that the proposed rezoning will adversely affect the existing use or usability of adjacent or nearby properties. The proposed development can be appropriately buffered from surrounding residential properties, supporting the continued usability of adjacent and nearby properties.**

c) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned; **The property has reasonable economic use as currently zoned, however, the applicant cannot develop the property as proposed without approval by the Board of Commissioners.**

d) Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, schools, police protection, fire protection, public health facilities or emergency medical service; **If approved and in compliance with all Georgia Department of Transportation and Hall County standards, the use is not anticipated to cause an excessive or burdensome use of the existing streets, transportation facilities, utilities, schools, police protection, fire protection, public facilities, or emergency medical service.**

e) Whether the zoning proposal is in conformity with the policy and intent of the future land use plan for the physical development of the area; **The proposed use is consistent with the intent of the Regional Activity Nodes and Corridors future land use designation in the Comprehensive Plan. The intent of this future land use designation is to create areas that either already bring visitors from the region or can support future development with a regional draw. New development in these areas should include a combination of retail, office, civic, and residential uses that can contribute to a live-work-play environment.**

f) The extent to which property values are diminished by the existing zoning restrictions; **Staff is unable to determine the extent to which property values are affected by the existing zoning restrictions.**

g) The extent to which the destruction of the subject property's value under the existing zoning promotes the health, safety, morals or general welfare of the public; **Staff is unable to comment on the impact of property values without a full market analysis. Multiple factors impact property values including construction types, proposed uses, and maintenance. Often it is difficult to determine the effect of a development on adjacent properties until the development is completed.**

h) The relative gain to the public as compared to the hardship imposed upon the individual property owner; **Staff has not identified a hardship imposed on the property owner as the property is currently zoned.**

i) The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property. **The property is undeveloped.**

j) Whether there are other existing or changing conditions affecting the use or development of the property which give supporting grounds for either approval or disapproval of the zoning proposal; **Staff is not aware of any changing conditions affecting the use or development of the property.**

k) Whether the change would create an isolated district unrelated to the surrounding districts; **The proposed zoning is Highway Business (H-B) which is a compatible zoning district within the Regional Activity Nodes and Corridors future land use designation in the Murrayville/Sardis character area. The change would not create an isolated district unrelated to the surrounding area as commercial zoning and uses abut the property to the south.**

l) Whether the present zoning district boundaries are illogically drawn in relation to existing conditions in the area; **There is no evidence that the present zoning district boundaries are illogically drawn.**

m) Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **The request does not appear to be out of scale with the needs of the county.**

n) Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **There are other properties within the County that support commercial uses based on the Future Land Use Map; however, the current development requires rezoning approval by the Board of Commissioners.**

o) Whether the need for rezoning could be handled instead by a variance request to the Planning Commission; **The request could not be handled alternatively as a variance.**

p) Whether there would be an ecological or pollution impact resulting from major modifications to the land if the request is granted; **Any land disturbance activities on the property shall be required to go through the land development permitting process, and as a result are subject to local, state, and federal regulations. As a result, there are no anticipated ecological or pollution impacts resulting from any modification to the land if the request is granted.**

q) Whether there is reasonable evidence based upon existing and anticipated land use that would indicate a mistake was made in the original zoning of the property; **There is no indication that a mistake was made in the original zoning.**

11.2.6.E - Submission requirements

1. Any person or persons requesting a change in the official zoning map or use subject to approval of the County Commission must file an application with a plat or map of the property attached thereto, together with payment of such fees set forth in this Sec 11.2. to cover administrative and advertising costs, in the Planning and Zoning Department office. Such person or persons or their authorized agent must appear in person at the public hearing held to consider the district change. **The proposal meets the requirement. The applicant has paid the appropriate fees and understands that someone must be present at the voting meeting of the Hall County Board of Commissioners.**

2. All applications for a change of zoning classification or use subject to approval of the County Commission must include:

   a. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in this Sec. 11.2. **The proposal provides a narrative outlining the intent of the development; however, the applicant has not prepared a response to each of the criteria listed in 11.2.6.E.2.**

   b. A site plan drawn to scale designating the area covered by the application and identifying existing and proposed buildings and uses, adjacent existing land uses, zoning on contiguous parcels, including those across an abutting public right-of-way, and any other significant site improvements proposed to accommodate the proposed use or buffer adjacent uses, etc., or a plat of the subject property where no specific land use is proposed. In cases where only a plat or map is provided and no land use is proposed, the Planning Commission and County Commission may evaluate the application based on the most intense possible land use permitted in the proposed district. **The proposal meets the requirement.**

   c. For any application for a slow rate land treatment system as defined in 7.6.9.D.1, additional requirements apply. **This standard is not applicable to the applicant's request.**

   d. For any application proposing the development of 100 or more residential dwelling units, a traffic impact study must be submitted prior to consideration of the application by the County Commission. At the applicant's expense, the traffic impact study must be prepared by a professional engineer in accordance with requirements established by the Hall County Engineering Department. The Engineering Department must review the traffic impact study and forward any comments to the County Commission. **This standard is not applicable to the applicant's request.**

Development Support and Constraints

Hall County Environmental Health
In a memorandum dated April 29, 2026, the Hall County Environmental Health Department stated "Must meet all Environmental Health commercial septic system permitting requirements. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation may be required after review of business plan. No community septic systems to be permitted by Environmental Health. All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. Further determination will be made during the plat review process. All proposed plats must be submitted to the Hall County Plat Review Team for review and approval prior to submittal to Clerk of Courts for recordation."

Georgia Department of Transportation
In an email dated April 17, 2026, Christopher Hash, D1 Traffic Operations Supervisor, stated "Applicant will need to coordinate with GDOT District 1 Traffic Operations Office for consideration of driveways.

In a supplemental email dated April 29, 2026, Madison N. Dorminey, Assistant District Traffic Engineer, stated:

"The proposed access does not meet GDOT driveway spacing requirements. Sight Distance appears to be limited and would need to meet AASHTO Greenbook requirements. Full length right turn lane would not be able to be installed due to spacing constraints. All access should either be joint use with an existing access or use the internal connection from E Sardis Rd with potential improvements at E Sardis Rd and SR 53."

Hall County Public Works and Utilities
In a memorandum dated April 28, 2026, Jorge Gomez, Director of Public Works and Utilities, provided the following comments:

Engineering:
This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
Show stream buffer and impervious setback from wrested vegetation not centerline of stream

Traffic:
A Trip Generation Memo has not been provided to substantiate the stated trip volume to proposed access on Sardis Rd. shall be limited to a single right-in/right-out operation with a right turn lane. Any access on East Sardis will be subject to review and approval by Public Works. Inter parcel access will be required for all commercial sites. A traffic impact study may be required pending review by Public Works. GDOT approval for the driveway on SR 53 should be provided before the traffic impact study is prepared. If GDOT does not allow access to SR 53, it will impact trip distribution.

Utilities:

Proposed development will have a private on-site sewerage system. Sewerage system shall be reviewed and permitted by GA EPD. Hall County will not maintain this sewer system.

Hall County Fire Marshal
In a memorandum dated April 20, 2026, the Hall County Fire Marshal's office stated "The Hall County Fire Marshal's Office considers the plan conceptual and if approved may require modifications during development review to meet Life Safety and International Fire Code requirements including any applicable fire code modifications."

Hall County Business License Division
In a memorandum dated April 21, 2026, Brandi Smith, Business License Director stated "Any future businesses will need to obtain a business license with the Hall County Business License department."

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

ZONING APPLICATION

Applicant (Name & Mailing Address)

DCCM
425 Oak St.
Gainesville, GA 30501
Phone [redacted]
Email Address bdunckel@dccm.com

Property Owner (Name & Mailing Address)

William R. Powell
3734 Timber Walk Drive
Phon [redacted]
Email Address [redacted]

Proposed Use Highway Business Uses

Contact Person (Name & Mailing Address)

Bradley Dunckel
425 Oak St.
Phone [redacted]
Email Address bdunckel@dccm.com

Status of Applicant

- ϒ Owner
- ϒ Option to Purchase
- ϒ Area Resident
- ☒ ϒ Other

Requested Action

Existing Zoning: R-1
Rezone to: H-B
Fee:$ 750.00
Receipt #:
Check #:

Tax Parcel Number 10071 000136
Acreage 25.9 +/-
Location Address 2632 Sardis Road, Gainesville, GA 30506

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

Print: Bradley Dunckel Date: 3/27/26
Sign: Bradley Dunckel Date: 3/27/26

Applicant must complete all information above. Failure to complete this section will result in the refusal of the application. The Planning Department has 15 days to review all applications and will set the dates for each application. If the application is found insufficient, an agenda date will not be set until the required information is submitted. Please note that the Planning Commission and County Commission dates are tentative.

Application Withdrawal: I hereby **withdraw** the application.

Sign _____ Date: _____

Staff Use Only

Application Date: _____ Taken by: _____

Tentative Planning Commission Date: _____ Tentative County Commission Date: _____

County Commission District: _____

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

HALL COUNTY
GEORGIA
We have it all in Hall

AUTHORIZATION OF PROPERTY OWNERS

Note: If the applicant is the property owner, please disregard this form.

Name of owner(s) William R. Powell

Address 3734 Timber Walk Drive

Gainesville, GA 30506

Phone Number [redacted]

Name of applicant(s) DCCM

Address 425 Oak St.

Gainesville, GA 30501

Phone Number [redacted]

I swear that I am the owner of the property which is the subject matter of the attached applications as shown in the records of Hall County, Georgia.

I authorize the person named above to act as applicant in the pursuit of a rezoning, permissive use, or variance of this property.

Signature of Owner(s)
William R. Powell

Personally appeared before me
William R. Powell

who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Scott G. Grant
Notary Public

03-25-2026
Date

Scott G Grant
NOTARY PUBLIC
JACKSON COUNTY, GEORGIA
My Commission Expires 02/27/2029

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

CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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

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

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating $250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

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

I have**_____ I have not ✓

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

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

Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/Owner's Signature: Bradley Dunckel ,DCCM **Date:** 3/27/26

Applicant's/Owner's Name (Printed): Bradley Dunckel

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

CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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

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

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating $250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

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

I have**_____ I have not ✓

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

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

Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/Owner's Signature: William R Powell **Date:** 3/27/26

Applicant's/Owner's Name (Printed): William R. Powell

Project Narrative for East Sardis Road Tract

3/27/26

LOCATION – 2632 East Sardis Road, Gainesville, GA 30506
ACREAGE – 25.9 acres +/-
PARCELS – 10071 000136
EXISTING ZONING – R-1
REQUESTED ZONING – H-B
APPLICANT – DCCM

Summary

The accompanying application seeks a zoning district change from Residential 1 (R-1) to Highway Business (H-B) for 25.8 acres of unimproved property located at 2632 East Sardis Road in northwest Hall County, approximately 500' southeast of the Sardis Connector. The intent is to develop up to 60,000 SF of commercial space and up to 500 storage spaces for Boat/RV storage. The proposed uses are consistent with the Hall County Comprehensive Plan, with an additional Special Use requirement for "Outdoor Storage". The property is located within the "Murrayville/Sardis" character area with a future land use designation of "Regional Activity Nodes & Corridors." Highway Business (H-B) is listed as an appropriate zoning district under this future land use. Completion of the development is anticipated by 2030.

Site Description

The parcel has approximately 90 LF of frontage along East Sardis Road and is roughly rectangular in shape, approximately 1,300 LF deep. The property is undeveloped with two jurisdictional streams. Domestic water (8" line) is provided by the City of Gainesville and is located in the Sardis Connector right of way. On-Site Sewerage Management systems are planned for all sewer requirements. All other dry utilities are located within a reasonable distance for service extensions. There are no known impediments to its successful development for the intended purposes.

Adjacencies

The property is surrounded by residential zonings: R-1 and Agricultural Residential 1 (AR-1) to the east, north and west. To the south is primarily Suburban Shopping (S-S).

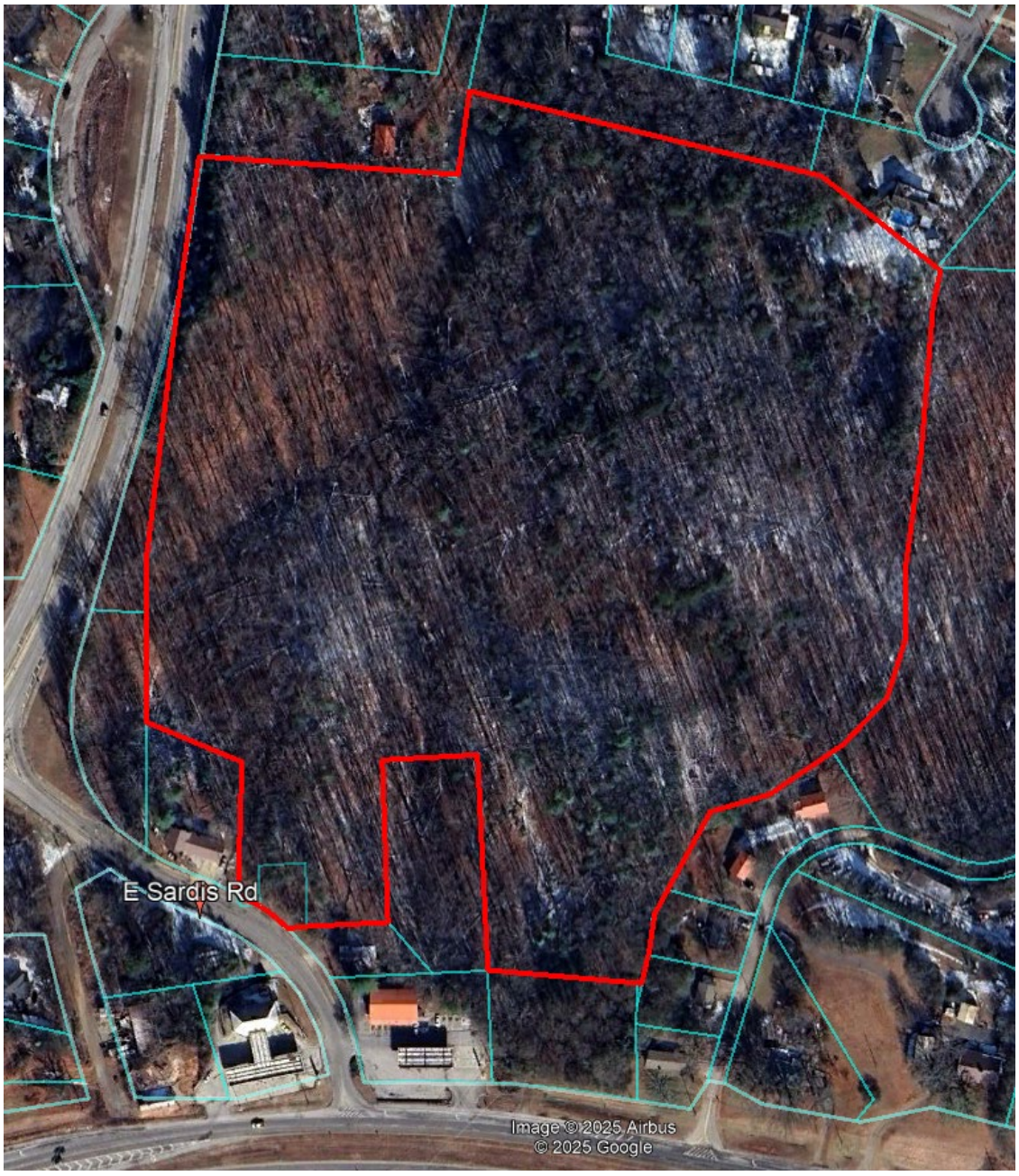
Access

Access to the property for the commercial outparcels is from East Sardis Road, which is located approximately 500' east of the Sardis Connector. A secondary right in/right out only proposed access would be located along the Sardis Connector frontage. Access to property for the boat/RV storage is planned from Dawsonville Highway through either an easement or fee-simple right-of-way from Parcel #10071 000088, as shown on the zoning plan. Both full access points shown will require GDOT approval with Hall County approval for the Sardis Connector access.

Proximity to Other Uses

- Nearest distance to undeveloped commercial property – Parcel #10070 000088 zoned S-S adjacent to the subject property
- Nearest distance to developed commercial property – Parcel #10071 000088B zoned S-S adjacent to the subject property
- Nearest distance to a single-family home – a single-family home at 2614 East Sardis Road is located within 30’ from the southwestern boundary.
- Nearest distance to a subdivision – Highland Park S/D is located immediately north of the property.

Aerial View



Traffic Impact Study

A Traffic Impact Study has not been provided and is presumably below the County's threshold requirements. Trip Generation from the Boat/RV storage is expected to produce an ADT of 205 trips, based on a buildout of 500 storage spaces. For the Commercial/Office uses, an ADT of 585 total estimated trips, based on a buildout of 60,000 SF of space.

Development Strategy

The proposed development of the Boat/RV storage may be developed in two or three phases, based on demand. Boat & RV storage will draw users from a regional base due to the 14 boat ramps located within a 5-mile radius and the site's convenient access to SR 53. The commercial uses may be pad graded for single or multiple end users, with actual building construction occurring based on demand. Certain uses, as outlined below, have been excluded from this request.

Specific Uses

- Boat and RV storage may be covered, uncovered or enclosed with a maximum of 500 - 11' x 30' storage spaces (sizes may vary depending on market demand). All internal paving may consist of graded aggregate base (GAB), asphalt, concrete or a combination of these. Exterior building materials may include metal siding and roofs.
- Commercial uses may include small retail, professional offices, or any use permitted under the H-B zoning district.

Signage

The Developer and/or Builder shall be allowed to post permanent directional signs and monuments within the property for identification and directional purposes. All permanent internal signage must be outside of any Right of Way or Utility Easement and within a Landscape and Signage easement recorded on the Final Plat.

Temporary Sales and Marketing signs not exceeding 32 square feet per sign face and 8 feet in height may be used along East Sardis Road.

Special Use Permit

The application includes a request for a Special Use Permit to allow for "Major Outdoor Storage" within the H-B district.

Buffers

As required for uses designated as "Commercial with outdoor activity", the Developer shall impose a 50' exterior buffer to screen the Boat/RV storage from adjacent residential districts, and a 10' landscape buffer where "Commercial with no outdoor activity" is adjacent to residential districts. No buffer will be provided between different commercial uses. These areas may be disturbed and re-planted to County standards. This buffer may be reduced where a structural buffer is provided.

Open Space

Although no open space is required, external buffer areas, stream buffers and other areas of the property not slated for development will provide substantial areas of natural open spaces.

Community Septic

As there is no public sewer in this immediate area, the development will utilize on-site sewerage management systems (septic) to provide treatment. A combination of individual and community systems may be utilized.

Conceptual Master Plan

The development of the community shall be controlled by the Concept Plan attached. The plan is considered conceptual in nature, and as such may require minor modifications during the engineering and development process. Modifications to the locations and arrangement of lots, roads, storage areas, and other improvements that do not conflict with specific standards and requirements of these conditions may be made by the Developer, so long as such modifications do not change the land use, increase the overall density of the project or reduce any established exterior buffers or setbacks.

REQUIRED CONSTITUTIONAL AND ANTE LITEM NOTICE

Georgia law and the procedures of Hall County require the Applicant to raise Federal and State constitutional objections during the H-B master plan application process. While the Applicant anticipates a smooth application process, failure to raise constitutional objections at this stage may mean that the Applicant will be barred from raising important legal claims later in the process. Accordingly, the following constitutional objections are stated:

The portions of the Hall County Development Code, facially and as applied to the Property, which restrict the Property to any uses, conditions, land use designations, development standards, or to any zoning district other than that proposed by the Applicant are unconstitutional in that they would destroy the Applicant's property rights without first paying fair, adequate and just compensation for such rights, in violation of Article I, Section I, Paragraph I and Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

The application of the Hall County Development Code, facially and as applied to the Property, which restricts the Property to any uses, conditions, land use designations, development standards, or to any zoning district other than in accordance with the application as proposed by the Applicant is unconstitutional, illegal, null and void, constituting a taking of Applicant's Property in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States; Article I, Section I, Paragraph I, and Section III, Paragraph I of the Constitution of the State of Georgia of 1983; and the Equal Protection and Due Process Clauses of the Fourteenth Amendment to the Constitution of the United States denying the Applicant an economically viable use of its land while not substantially advancing legitimate state interests.

A denial of this Application would be unconstitutional under the Takings Clause of the Fifth Amendment to the Constitution of the United States and the Just Compensation Clause of Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983. A refusal by the Hall County Board of Commissioners to approve the zoning conditions as requested would constitute a taking of the Applicant's property.

A denial of this Application would constitute an arbitrary and capricious act by the Hall County Board of Commissioners without any rational basis therefore constituting an abuse of discretion in violation of Article I, Section I, Paragraph I and Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States. A refusal to grant the H-B zoning request would lack objective justification and would result only from

neighborhood opposition, which would constitute an unlawful delegation of the zoning power to non-legislative bodies in violation of the Georgia Constitution, Article IX, Section II, Paragraph 4.

A refusal by the Hall County Board of Commissioners to approve this Application for the Property in accordance with the criteria as requested by the Applicant would be unconstitutional and discriminate in an arbitrary, capricious and unreasonable manner between the Applicant and owners of the similarly situated property in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States. Any rezoning of the Property subject to conditions which are different from the conditions requested by the Applicant, to the extent such different conditions would have the effect of further restricting Applicant's utilization of the Property, would also constitute an arbitrary, capricious and discriminatory act in zoning the Property to a unconstitutional classification and would likewise violate each of the provisions of the State and Federal Constitutions set forth hereinabove.

I. CONCLUSION

For the foregoing reasons, the Applicant respectfully requests that this H-B master plan application be granted as requested by the Applicant. If there are any questions about this request, you may contact:

Bradley Dunckel
DCCM
425 Oak St.
Gainesville, GA 30501
[redacted]
bdunckel@dccm.com

Outlook

East Sardis Road

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Fri 6/19/2026 1:17 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Bradley K. Dunckel <bdunckel@dccm.com>
Sent: Friday, June 19, 2026 11:16 AM
To: Katie G. Ahmed (Planning) <kahmed@hallcounty.org>; Lynn Taylor (Planning) <ltaylor@hallcounty.org>
Cc: Beth Garmon <bgarmon@dccm.com>
Subject: RE: East Sardis Road

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

I spoke with Will Powell yesterday and he indicated that his discussion with Tom Bower have been positive and he feels certain that an easement or fee simple purchase of the access area from Dawsonville Hwy will be achieved.

GDOT is unwilling to review a concept plan that does not have most of the elements of a full submittal. We believe their comments are consistent with others we have received prior to working through the details needed for a full plan submittal. Obviously, we would be fine with a condition to that effect, and as Hall County has typically required a GDOT permit in order to receive an LDP, there would appear to be no risk on the County's part.

Please let us know if you have any other questions.

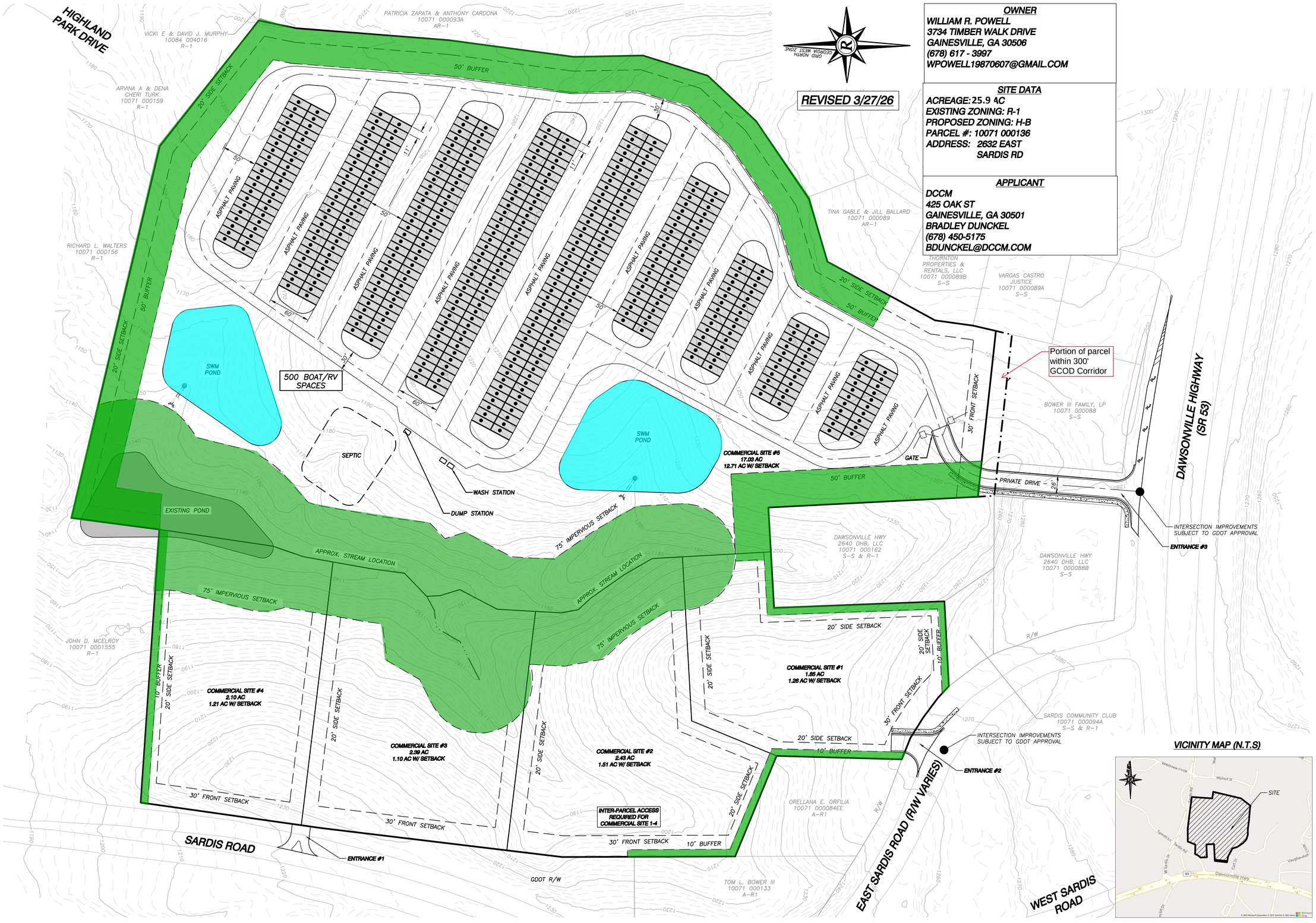
Thanks,

Bradley

Bradley Dunckel, PE

Director of Development Strategies

DCCM



REVISED 3/27/26

OWNER
WILLIAM R. POWELL
3734 TIMBER WALK DRIVE
GAINESVILLE, GA 30506
(678) 617 - 3997
WPOWELL19870607@GMAIL.COM

SITE DATA
ACREAGE: 25.9 AC
EXISTING ZONING: R-1
PROPOSED ZONING: H-B
PARCEL #: 10071 000136
ADDRESS: 2632 EAST SARDIS RD

APPLICANT
DCCM
425 OAK ST
GAINESVILLE, GA 30501
BRADLEY DUNCKEL
(678) 450-5175
BDUNCKEL@DCCM.COM

VICINITY MAP (N.T.S)

Rochester | DCCM
Rochester & Associates, LLC
425 Oak St NW, Gainesville, GA 30501
770.718.0600 | rochester.dccm.com

CONCEPT MAP FOR:
EAST SARDIS ROAD TRACT
LOCATED IN: HALL COUNTY, GEORGIA

NO.	DATE	DESCRIPTION

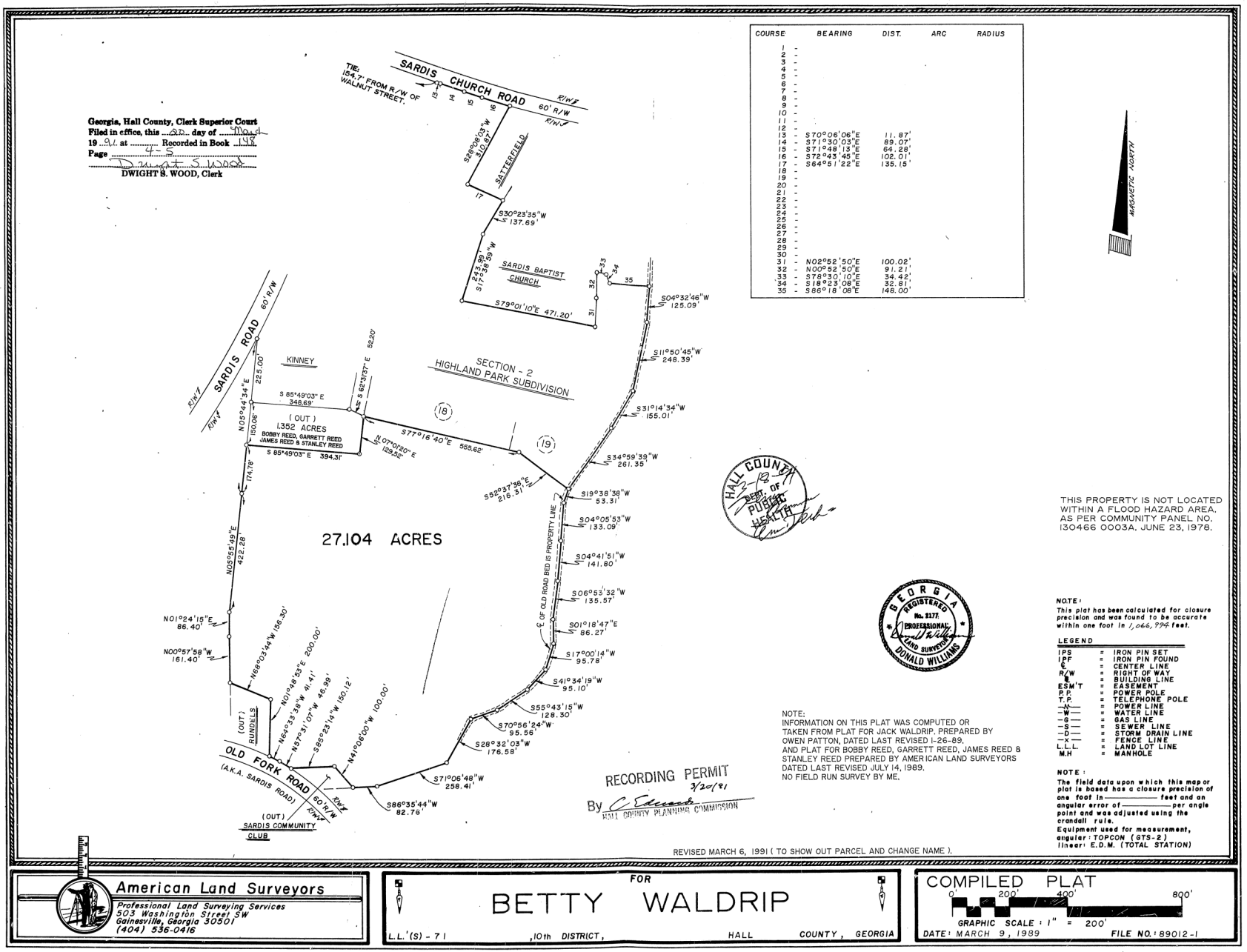
REVISIONS

ANY CHANGES OR ALTERATIONS MADE TO THESE CONSTRUCTION DRAWINGS WITHOUT THE WRITTEN APPROVAL OF ROCHESTER | DCCM VOIDS THE SEAL SHOWN HEREON AND ANY LIABILITY ASSOCIATED WITH THIS PROJECT. ORIGINAL DRAWINGS ARE KEPT ON FILE FOR VERIFICATION OF ANY CHANGES.

GRAPHIC SCALE
30' 0' 60' 120'

SHEET 1 OF 1

DATE: 3/27/26
SCALE: 1" = 60'
JOB NO. G225107.PRP
DWG NO. *.SLOP.dwg
DRAWN BY: TCT



COURSE	BEARING	DIST.	ARC	RADIUS
1 -				
2 -				
3 -				
4 -				
5 -				
6 -				
7 -				
8 -				
9 -				
10 -				
11 -				
12 -				
13 -	S70°06'06"E	11.87'		
14 -	S71°30'03"E	89.07'		
15 -	S71°48'13"E	64.28'		
16 -	S72°43'45"E	102.01'		
17 -	S64°51'22"E	135.15'		
18 -				
19 -				
20 -				
21 -				
22 -				
23 -				
24 -				
25 -				
26 -				
27 -				
28 -				
29 -				
30 -				
31 -	N02°52'50"E	100.02'		
32 -	N00°52'50"E	91.21'		
33 -	S78°30'10"E	34.42'		
34 -	S18°23'08"E	32.81'		
35 -	S86°18'08"E	148.00'		

Georgia, Hall County, Clerk Superior Court
Filed in office, this 22 day of May
19 91 at ..... Recorded in Book 195
Page 45
Dwight S. Wood
DWIGHT S. WOOD, Clerk

HALL COUNTY 3-12-91 DEPT. OF PUBLIC HEALTH

THIS PROPERTY IS NOT LOCATED WITHIN A FLOOD HAZARD AREA, AS PER COMMUNITY PANEL NO. 130466 0003A, JUNE 23, 1978.

GEORGIA REGISTERED No. 2177 PROFESSIONAL LAND SURVEYOR DONALD WILLIAMS

NOTE:
INFORMATION ON THIS PLAT WAS COMPUTED OR TAKEN FROM PLAT FOR JACK WALDRIP. PREPARED BY OWEN PATTON, DATED LAST REVISED 1-26-89. AND PLAT FOR BOBBY REED, GARRETT REED, JAMES REED & STANLEY REED PREPARED BY AMERICAN LAND SURVEYORS DATED LAST REVISED JULY 14, 1989. NO FIELD RUN SURVEY BY ME.

RECORDING PERMIT 5/20/91
By C. Edwards
HALL COUNTY PLANNING COMMISSION

NOTE:
This plat has been calculated for closure precision and was found to be accurate within one foot in 1,066,994 feet.

LEGEND

IPS	=	IRON PIN SET
IPF	=	IRON PIN FOUND
℄	=	CENTER LINE
R/W	=	RIGHT OF WAY
B/L	=	BUILDING LINE
ESM'T	=	EASEMENT
P.P.	=	POWER POLE
T.P.	=	TELEPHONE POLE
-W-	=	WATER LINE
-G-	=	GAS LINE
-S-	=	SEWER LINE
-D-	=	STORM DRAIN LINE
-X-	=	FENCE LINE
L.L.L.	=	LAND LOT LINE
M.H	=	MANHOLE

NOTE:
The field data upon which this map or plat is based has a closure precision of one foot in _____ feet and an angular error of _____ per angle point and was adjusted using the crandall rule.
Equipment used for measurement, angular: TOPCON (GTS-2) linear: E.D.M. (TOTAL STATION)

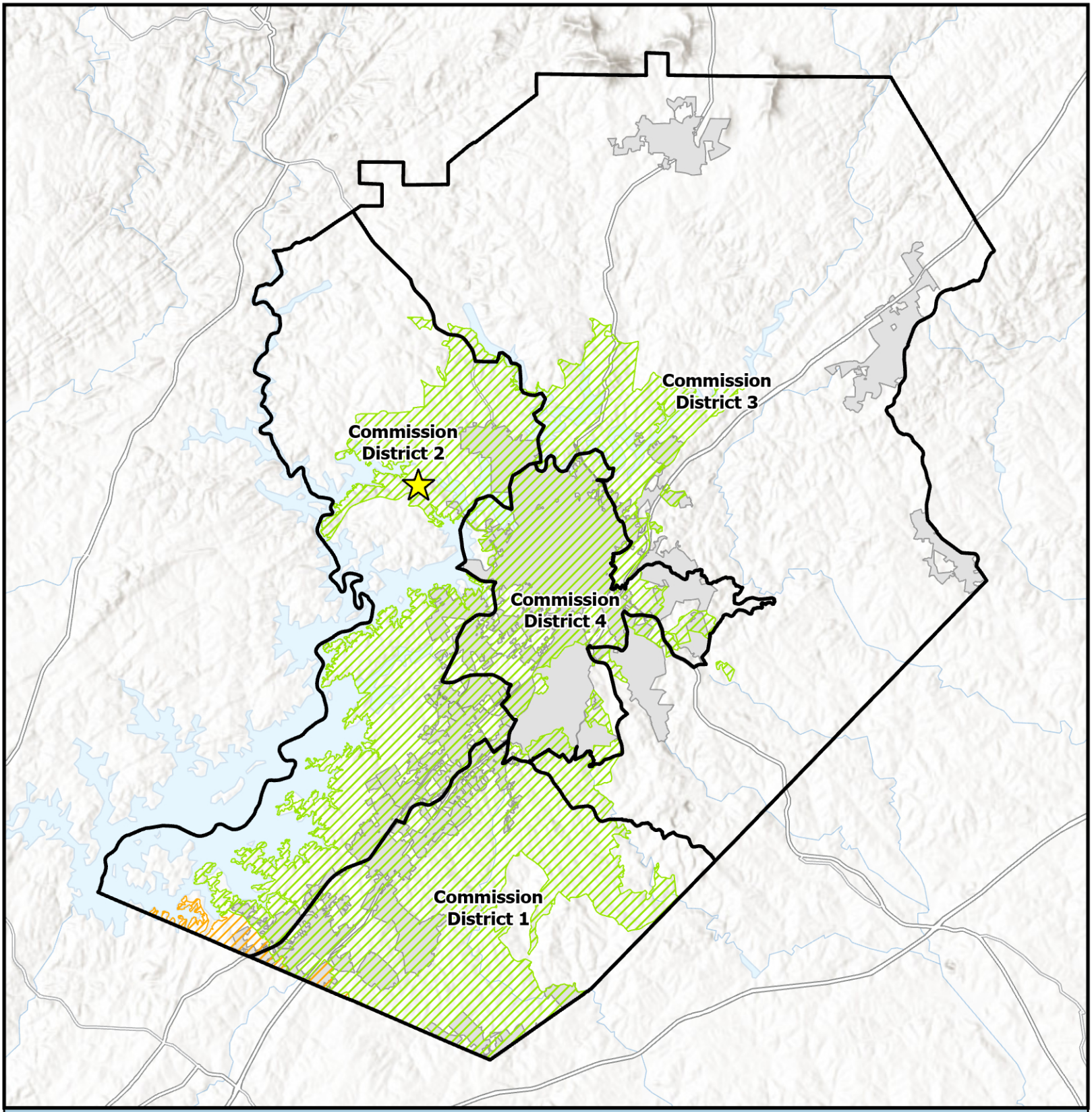
REVISED MARCH 6, 1991 (TO SHOW OUT PARCEL AND CHANGE NAME).

American Land Surveyors
Professional Land Surveying Services
503 Washington Street SW
Gainesville, Georgia 30501
(404) 536-0416

FOR
BETTY WALDRIP
L.L.'(S) - 71 ,10th DISTRICT, HALL COUNTY, GEORGIA

COMPILED PLAT
0' 200' 400' 800'
GRAPHIC SCALE : 1" = 200'
DATE: MARCH 9, 1989 FILE NO.: 89012-1

https://search.gsccca.org/Imaging/HTML5Viewer.aspx?key1=O01148&key2=4&county=69&countyname=HALL&userid=891638&appid=28



Overview Map

- Subject Area Location
- Subject Area
- Commision Districts
- City Limits

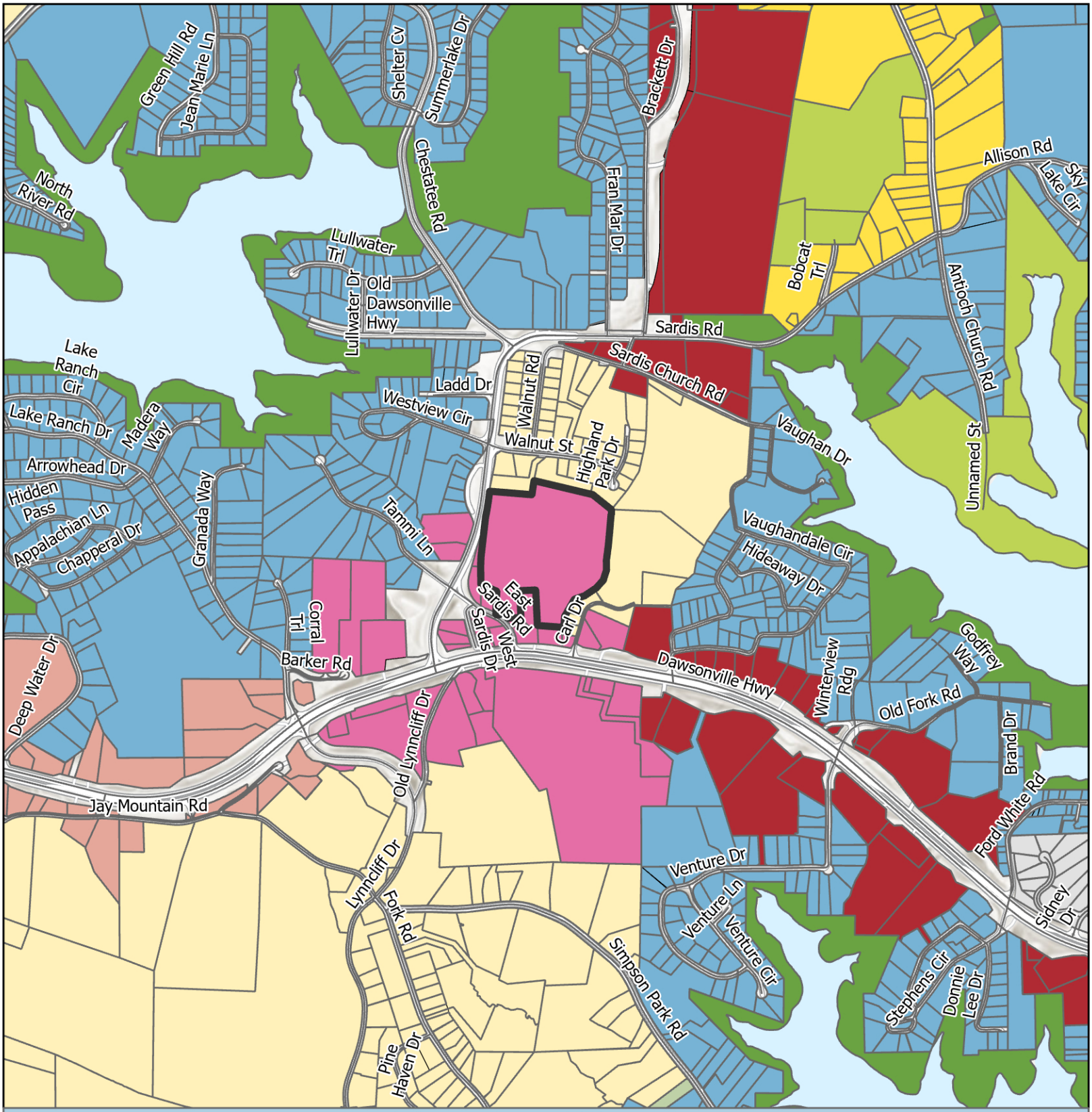
Urbanized Zone Areas

- Atlanta, GA
- Gainesville, GA

Applicant: DCCM
Tax Parcel #: 10071 000136
Location: 2632 Sardis Road
Commission District: 2

HALL COUNTY
GEORGIA
We have it all in Hall

Date Prepared: 4/24/2026



Future Land Use Map

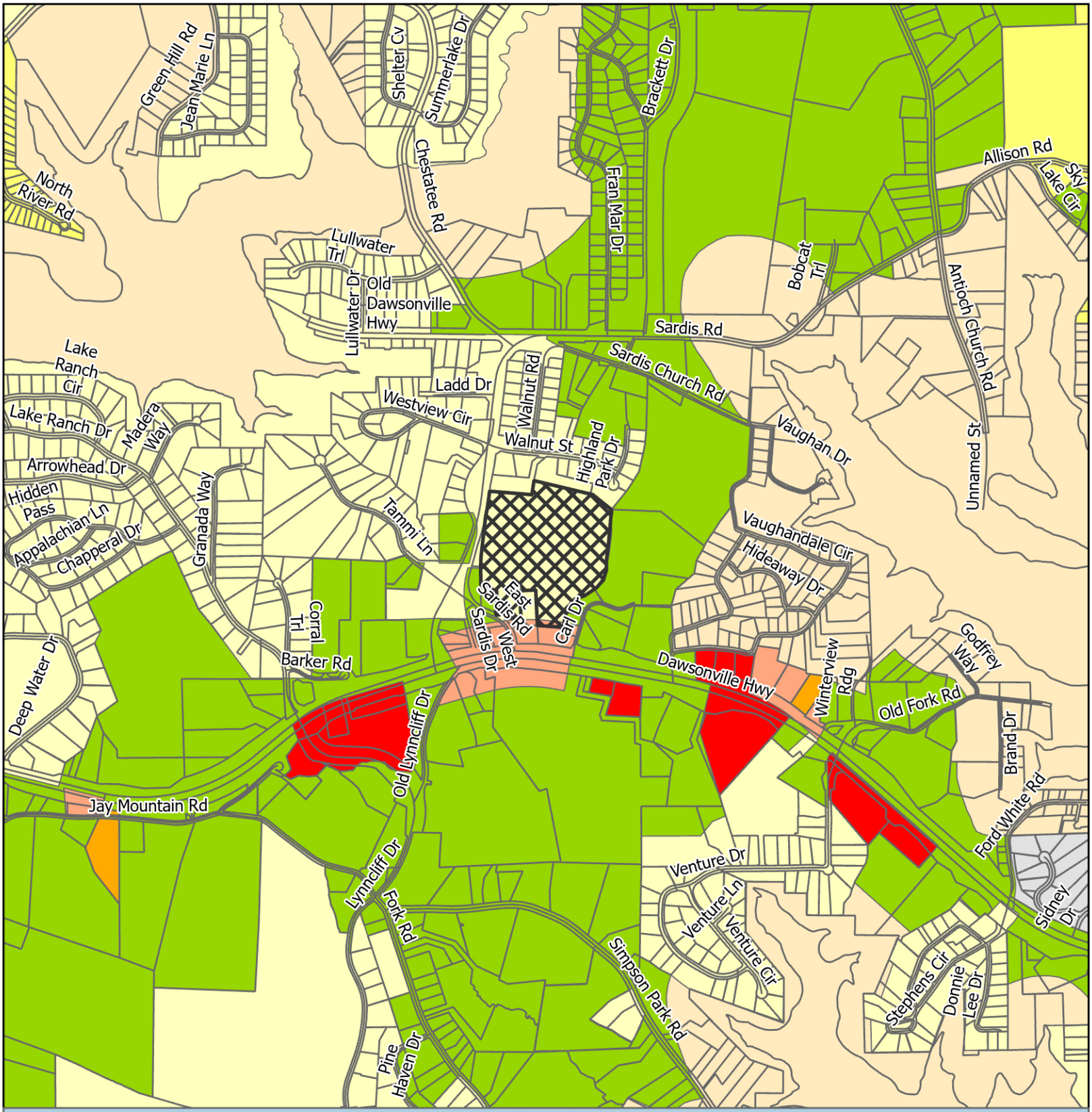
Subject Area
City Limits

FLU
- Business Corridors
- Greenspace - Conservation
- Greenspace - Parks
- Lakeside Residential
- Regional Activity Center
- Rural Agriculture
- Rural Neighborhood
- Rural Scenic Corridors
- Suburban Neighborhood, Low-Density

Applicant: DCCM
Tax Parcel #: 10071 000136
Location: 2632 Sardis Road
Commission District: 2

HALL COUNTY
GEORGIA
We have it all in Hall

Date Prepared: 4/24/2026



Zoning Map

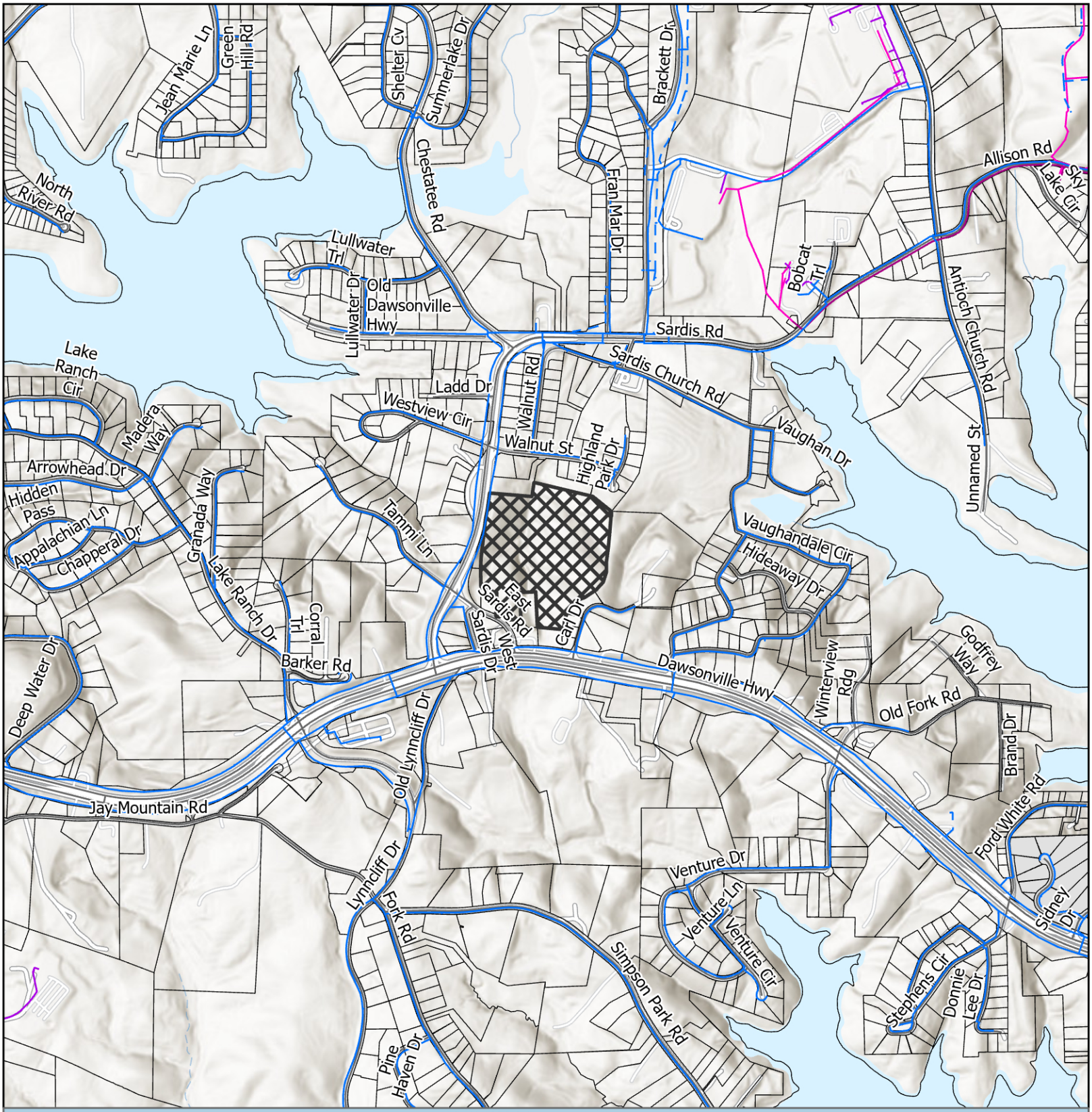
Subject Area
City Limits

Zoning
AR-1
H-B
PCD
PRD
R-1
S-S
V-C

Applicant: DCCM
Tax Parcel #: 10071 000136
Location: 2632 Sardis Road
Commission District 2

HALL COUNTY
GEORGIA
We have it all in Hall

Date Prepared: 4/24/2026



Utilities Map

- Private of Other System
- Waterline
- Preliminary Waterline
- Gainesville Forcemain
- Gainesville Sewerlines
- Subject Area
- City Limits

Applicant: DCCM
Tax Parcel #: 10071 000136
Location: 2632 Sardis Road
Commission District 2

HALL COUNTY
GEORGIA
We have it all in Hall

Date Prepared: 4/27/2026



Site Plan & Aerial Map

Subject Area

Applicant: DCCM
Tax Parcel #: 10071 000136
Location: 2632 Sardis Road
Commission District 2

HALL COUNTY
GEORGIA
We have it all in Hall

Date Prepared: 4/24/2026



N

Subject Property
Against
Support

0 470 940 Feet

Public Comments Map

Subject Property Address:
2632 Sardis Road

Applicant:
DCCM

Comments received outside of an approximately 0.5 mile buffer range of the subject property may not be displayed on the map. Additionally, some comments are submitted while omitting a home address.

The total number of comments is included below for reference and transparency.

Against: 4
Support: 0

Date Prepared: 5/27/2026

HALL COUNTY GEORGIA
We have it all in Hall


Sargenian













000413

HALL COUNTY, Georgia
Real Estate Transfer Tax
Paid $ -0-
Date 02-11-10
Charles Baker
Superior Court Clerk
By JN
PT61 069- 2010-000893

GEORGIA, HALL COUNTY, CLERK SUPERIOR COURT
Filed in office, this 11 day of February
20 10 at 9:42 Am. Recorded in Deed
Book 6664 Page(s) 413-415
Charles Baker, Clerk By JN

002576

After recording, please return to: ✓
Chamberlain, Hrdlicka, White, Williams & Martin
One Ninety-one Peachtree Tower, 34th Floor
191 Peachtree Street, N.E.
Atlanta, Georgia 30303-1747
Attn: ~~J. Scot Kirkpatrick, Esq.~~ Joseph Forte
Telephone: 404.659.1410

STATE OF GEORGIA
COUNTY OF FULTON

GENERAL WARRANTY DEED

THIS INDENTURE, made this 27th day of October, 2009, between **RAYMOND D. SCHOENBAUM**, as party of the first part, hereinafter called Grantor, and **RAYMOND D. SCHOENBAUM, AS TRUSTEE OF THE 2009 RAYMOND D. SCHOENBAUM LIVING TRUST**, as party of the second part, hereinafter called Grantee. The words "Grantor" and "Grantee" shall include their respective heirs, successors and assigns and, further, the singular shall include the plural where the context requires or permits.

WITNESSETH:

That Grantor, for and in consideration of $10.00 cash in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee:

> ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 71 of the 10th Land District, Hall County, Georgia, being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the **Property**").

TO HAVE AND TO HOLD the Property, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise pertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE GRANTOR will warrant and defend the right and title to the above-described property unto the Grantee against the claims of all persons whomsoever, subject, however, to the Permitted Exceptions.

IN WITNESS WHEREOF, the Grantor has signed and sealed this instrument on the date first written above.

Signed, sealed and delivered in the presence of:

Joe S. Ellis
Unofficial Witness

Tricia Crupi
Notary Public
My commission expires: 10/27/09

(Notary Seal)

Tricia Crupi NOTARY PUBLIC COMM. EXP. 10/27/09 Cobb Cty. GA

_____ (Seal)
Raymond D. Schoenbaum

---------- [SPACE ABOVE THIS LINE FOR RECORDING DATA] ----------

After recording, please return to:
Republic Commercial Title Company, LLC
6111 Peachtree Dunwoody Road, Building D
Atlanta, Georgia 30328

eFiled and eRecorded
DATE: 02/13/2026
TIME: 5:21 PM
DEED BOOK: 9802
PAGE: 430 - 433
FILING FEES: $25.00
TRANSFER TAX: $420.00
PT61: 069-2026-001012
RECORDED BY: TH
CLERK: Mark Pettitt
Hall County, GA

LIMITED WARRANTY DEED

STATE OF GEORGIA

COUNTY OF HENRY

THIS INDENTURE, made this 13 day of February, 2026, between RAYMOND D. SCHOENBAUM, AS TRUSTEE OF THE 2009 RAYMOND D. SCHOENBAUM LIVING TRUST ("Grantor"), and WILLIAM R. POWELL ("Grantee") (the words "Grantor" and "Grantee" to include their respective legal representatives, successors, and assigns where the context requires or permits).

WITNESSETH that Grantor, for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS in hand paid at and before the sealing and delivery of these presents, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto Grantee, to wit:

> ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 71 OF THE 10TH LAND DISTRICT OF HALL COUNTY, and being more particularly described in Exhibit "A" attached hereto and incorporated by this reference herein; TOGETHER with any and all easements, rights-of-way, appurtenances, or rights appertaining or in anywise belonging thereto (the "Property").

TO HAVE AND TO HOLD the Property, 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; SUBJECT, HOWEVER, to those items expressly referenced at Exhibit "B" attached hereto and incorporated herein by reference (the "Permitted Title Exceptions").

AND THE SAID Grantor will warrant and forever defend the right and title to the Property unto the said Grantee against the claims of all persons claiming by, through, or under Grantor only.

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

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

Commission Expiration Date: 5/23/28

[NOTARIAL SEAL]

GRANTOR:

RAYMOND D. SCHOENBAUM, AS TRUSTEE OF THE 2009 RAYMOND D. SCHOENBAUM LIVING TRUST

By: _____(SEAL)
Name: Raymond D. Schoenbaum
Title: Trustee

EXHIBIT "A" — LEGAL DESCRIPTION

All that tract and parcel of land lying and being in Land I.ot 71 of the 10th Land District. Hall County. Georgia. as shown and delineated as 27.104 acres on plat of said property prepared for Betty Waidrip by Donald Williams. Registered Land Surveyor, American Land Surveyors dated May 9, 1989. and revised March 6. 1991. and recorded at Plat Book 148. Pages 4-5, Hall County Plat Records.

Said property is a portion of the tract of real property conveyed by Carolyn Cook Kinney to ,lack Waldrip in a Warranty Deed dated March 10, 1989 and recorded at Deed Book 1323, Pages 106108, Hall County Deed Records.

LESS AND EXCEPT:

All that tract or parcel of land. situate, lying and being in Land Lot 71 of the 10th Land District of Hall County, Georgia, containing 1.00 acre as shown on survey for Kangaroo. Inc. prepared by Farley-Collins 6 Associates. Registered Surveyors. dated December 13. 1995. and being more particularly described according to said Farley-Collins Survey as follows:

TO ARRIVE AT THE TRUE POINT OF BEGINNING. COMMENCE at a point where the Northerly right-of-way of State Highway No. 53 intersects the Easterly right-of-way of Sardis Road - Cutoff: thence South 88 degrees 40 minutes 00 seconds East 190.64 feet to an iron pin corner: thence North 1 degrees 23 minutes 00 seconds west 169.43 feet to an iron pin corner. which iron pin corner is the TRUE POINT 01: BEGINNING: thence from said TRUE POINT OF BEGINNING South 88 degrees 34 minutes 00 seconds West 82.76 feet to a point: thence North 38 degrees 57 minutes 26 seconds West 100.00 feet to a point: thence North ! degrees 23 minutes 00 seconds West 240.63 feet to an iron pin corner: thence North 88 degrees 37 minutes 00 seconds East 143.74 feet to an iron pin corner: thence South I degrees 23 minutes 00 seconds East 319.61 feet to the TRUE POINT OF BEGINNING.

Said property being the same tract of real properly conveyed by Raymond Schoenbautn to Mansfield Oil Company of Gainesville. Inc. in a Warranty Deed dated January 26. 1996 and recorded at Deed Book 2542. Pages 304-305. Hall County Georgia Records.

ALSO LESS AND EXCEPT any portion of the property set forth above contained within that certain Right of Way Deed from Raymond Schoenbaum to the Department of Transportation, dated April 4, 2003, filed April 4, 2003 and recorded in Deed Book 4521, Page 522, records of the Superior Court of Hall County, Georgia.

C

EXHIBIT "B"

1. All taxes for the year 2025 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.

2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

3. Easements or claims of easements, not shown by the Public Records

4. Taxes or special assessments which are not shown as existing liens by the Public Records.

5. Right of Way Easement from B.H. Kinney to Jackson Electric Membership Corporation, a corporation, dated August 13, 1964, filed August 18, 1964 and recorded in Deed Book 288, Page 516, records of the Superior Court of Hall County, Georgia.

6. Easements as contained within that certain Right of Way Deed from B. H. Kinney to Hall County, **a** political subdivision of the State of Georgia, dated April 28, 1965, filed May 20, 1965 and recorded in Deed Book 305, Page 533, aforesaid records.

7. Easements as contained within that certain Right of Way Deed from B. H. Kinney to Hall County, a political subdivision of the State of Georgia, dated June 26, 1967, filed XX August XXXX and recorded in Deed Book 352, Page 367, aforesaid records.

8. Ingress and Egress Easement from Carolyn Cook Kinney to Jack Waldrip, dated March 10, 1989, filed March 13, 1989 and recorded in Deed Book 1323, Page 101, aforesaid records.

9. Easements as contained within that certain Warranty Deed from Carolyn Cook Kinney to Jack Waldrip, dated March 10, 1989, filed March 13, 1989 and recorded in Deed Book 1323, Page 106, aforesaid records.

10. Relinquishment of access rights (except where designated by the Department of Transportation) and easements as contained in that certain Right of Way Deed from Raymond Schoenbaum to the Department of Transportation, dated April 4, 2003, filed April 4, 2003 and recorded in Deed Book 4521, Page 522, aforesaid records.

11. Perpetual Easement — Water Main from Raymond Schoenbaum to City of Gainesville, Georgia, dated November 10, 2005, filed November 18, 2005 and recorded in Deed Book 5512, Page 491, aforesaid records.

12. All matters affecting subject property as shown on the following plats, all aforesaid records:

    (A) Plat Book 21, Page 105;
    (B) Plat Book 33, Page 173
    (C) Plat Book 38, Page 26;
    (D) Plat Book 135, Page 6;
    (E) Plat Book 135, Page 7;
    (F) Plat Book 148, Page 4; and
    (G) Plat Book 148, Page 5.

LEGAL DESCRIPTION for ZONING PURPOSES ONLY

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 71, 10TH DISTRICT, HALL COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH RIGHT OF WAY OF EAST SARDIS ROAD; THENCE ALONG THE NORTH RIGHT OF WAY OF EAST SARDIS ROAD THE FOLLOWING COURSES AND DISTANCES: NORTH 55°32'51" WEST, 46.99 FEET TO A POINT; THENCE NORTH 62°35'22" WEST, 41.41 FEET TO A POINT; THENCE LEAVING THE NORTH RIGHT OF WAY OF EAST SARDIS ROAD THE FOLLOWING COURSES AND DISTANCES: NORTH 03°47'09" EAST, 200.00 FEET TO A POINT; THENCE NORTH 66°05'28" WEST, 156.30 FEET TO A POINT; THENCE NORTH 01°00'18" EAST, 161.40 FEET TO A POINT; THENCE NORTH 03°22'31" EAST, 86.40 FEET TO A POINT; THENCE NORTH 07°54'05" EAST, 422.28 FEET TO THE EAST RIGHT OF WAY OF SARDIS ROAD; THENCE ALONG THE EAST RIGHT OF WAY OF SARDIS ROAD NORTH 07°42'50" EAST, 174.78 FEET TO A POINT; THENCE LEAVING THE EAST RIGHT OF WAY OF SARDIS ROAD THE FOLLOWING COURSES AND DISTANCES: SOUTH 83°50'47" EAST, 394.31 FEET TO A POINT; THENCE NORTH 08°59'36" EAST, 129.52 FEET TO A POINT; THENCE SOUTH 75°18'24" EAST, 555.62 FEET TO A POINT; THENCE SOUTH 50°39'20" EAST, 216.31 FEET TO A POINT; THENCE SOUTH 21°36'54" WEST, 53.31 FEET TO A POINT; THENCE SOUTH 06°04'09" WEST, 133.09 FEET TO A POINT; THENCE SOUTH 06°40'07" WEST, 141.80 FEET TO A POINT; THENCE SOUTH 08°51'48" WEST, 135.57 FEET TO A POINT; THENCE SOUTH 00°39'29" WEST, 86.27 FEET TO A POINT; THENCE SOUTH 18°58'30" WEST, 95.78 FEET TO A POINT; THENCE SOUTH 43°32'35" WEST, 95.10 FEET TO A POINT; THENCE SOUTH 57°41'31" WEST, 128.30 FEET TO A POINT; THENCE SOUTH 72°54'40" WEST, 95.56 FEET TO A POINT; THENCE SOUTH 30°30'19" WEST, 176.58 FEET TO A POINT; THENCE SOUTH 73°05'04" WEST, 258.41 FEET TO A POINT; THENCE NORTH 01°33'17" WEST, 320.06 FEET TO A POINT; THENCE SOUTH 88°26'42" WEST, 143.74 FEET TO A POINT; THENCE SOUTH 01°33'18" EAST, 240.63 FEET TO A POINT; THENCE SOUTH 88°21'30" WEST, 150.12 FEET TO THE **POINT OF BEGNINNING.**

SAID TRACT CONTAINS 25.9 ACRES, MORE OR LESS.

CITY OF
GAINESVILLE

WATER RESOURCES

September 17, 2025

Rochester | DCCM
Attn: Bradley Dunckel, PE
425 Oak Street, NW
Gainesville, GA 30501

Re: Water Availability
Proposed Mixed-Use Development
2632 Sardis Road
PIN: 10071 000136

Dear Mr. Dunckel,

The purpose of this letter is to confirm the availability of water service to the above-referenced property.

The City of Gainesville owns and operates an existing 8-inch DIP water main in the right-of-way of Sardis Road along the frontage of the subject property

Currently, the City has adequate domestic water capacity to serve your proposed mixed-use development.

This confirmation of water availability is good for one year from the date of this letter at which time, it will become null and void unless engineered plans have been submitted for issuance of a development permit.

Please call me at (770) 538-2452 should you have any questions.

Sincerely,

Nick Swafford

Nick Swafford
Permitting Services and GIS Manager

cc: Tracy Robar, P.E., Engineering and Construction Div. Manager
Chris Thornhill, Project Manager

Hall County Environmental Health

Location: 2875 Browns Bridge Road, Gainesville, GA 30504
Mailing Address: P. O. Box 5901, Gainesville, GA 30504
PH: 770-531-3973 • www.phdistrict2.org

Banks, Dawson, Forsyth, Franklin, Habersham, Hall, Hart, Lumpkin, Rabun, Stephens, Towns, Union and White Counties

To: Katie Ahmed, Director of Planning and Zoning

From: Hall County Environmental Health Department

Date: April 29, 2026

Subject: May 28, 2026 Hall County Board of Commissioners Meeting – Planning Items

Environmental Health has reviewed the Planning items listed below for the above referenced meeting. Please be advised that Environmental Health comments are provided the basis of information provided by the applicantand on current regulations and policies. If the information, site conditions, regulations, and/or policies, etc. change after comments are provided, these recommendations/comments will be invalidated. The comments provided are not considered approval. Furthermore, Board of Commissioners approval does not constitute Environmental Health approval.

* 0 Stringer Rd, Stump/Becker: No comment.

* 866 Gainesville Hwy, Taylor & Mathis: Must meet all Environmental Health commercial septic system permitting requirements if public sewer is not available. Written documentation from Buford Utilities required stating sewer not available at time of plan review application. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation may be required after review of business plan.

* 2632 Sardis Rd, DCCM: Must meet all Environmental Health commercial septic system permitting requirements. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation may be required after review of business plan. No community septic systems to be permitted by Environmental Health. All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. Further determination will be made during the plat review process. All proposed plats must be submitted to the Hall County Plat Review Team for review and approval prior to submittal to Clerk of Courts for recordation.

* 5351 Lanier Islands Pkwy, Bell: No comment.

* 5831 Hilltop Dr, McDaniel: No comment.

* 5964 Overby Rd, Riggs: Must meet all residential permitting requirements. An original copy of the Level 3 soil evaluation, a copy of recorded plat, and a detailed site plan will be required at time of septic permit application. Please note that BOC approval does not imply approval from other county departments.

* 5989 Lanier Islands Pkwy, Wood: 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.

Outlook

5-28-26 Hall County Rezoning GDOT Comments

From Hash, Christopher M <CHash@dot.ga.gov>
Date Fri 4/17/2026 4:29 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.

Good Afternoon Kaitlyn,

Please see the below comments in red.

866 Gainesville Hwy Taylor and Mathis - Applicant will need to coordinate with GDOT District 1 Traffic Operations Office for consideration of driveways.
2632 Sardis Rd - DCCM - Applicant will need to coordinate with GDOT District 1 Traffic Operations Office for consideration of driveways.
5351 Lanier Islands Pkwy - Keith Bell - Applicant will need to coordinate with GDOT District 1 Traffic Operations Office for consideration of driveways.
5831 Hilltop Dr - Doug McDaniel - Off system, no impacts to the state route expected.
0 Stringer Rd - Patricia Stump Laurence Becker - Off system, no impacts to the state route expected.
5989 Lanier Islands Pkwy - Benji Wood - Applicant will need to coordinate with GDOT District 1 Traffic Operations Office for consideration of driveways.
5964 Overby Rd - Nancy Riggs - Off system, no impacts to the state route 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

I will be out of the office from 4-18-26 to 5-3-26 please contact the Traffic Operations Office at 770-530-5456 for assistance during this period.

Outlook

5-28-26 Hall County Rezoning GDOT Comments

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Wed 4/29/2026 11:27 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Dorminey, Madison N <mdorminey@dot.ga.gov>
Sent: Wednesday, April 29, 2026 11:14 AM
To: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Cc: Lynn Taylor (Planning) <ltaylor@hallcounty.org>; Brent Cook (Engineering) <becook@hallcounty.org>
Subject: RE: 5-28-26 Hall County Rezoning GDOT Comments

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.

Kaitlyn,

In addition to the comment regarding coordination with GDOT D1 for driveway consideration, please make sure the initial comment (below) is also included:

The proposed access does not me GDOT driveway spacing requirements. Sight distance appears to be limited and would need to meet AASHTO Greenbook requirements. Full length right turn lane would not be able to be installed due to spacing constraints. All access should either be joint use with an existing access or use the internal connection from E Sardis Rd with potential improvements at E Sardis Rd and SR 53.

Thanks,

Madison Dorminey, P.E.
Assistant District Traffic Engineer

GDOT Georgia Department of Transportation

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

From: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Sent: Wednesday, April 29, 2026 11:06 AM
To: Dorminey, Madison N <mdorminey@dot.ga.gov>
Cc: Lynn Taylor (Planning) <ltaylor@hallcounty.org>; Brent Cook (Engineering) <becook@hallcounty.org>
Subject: Fw: 5-28-26 Hall County Rezoning GDOT Comments

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

DIRECTOR
Jorge Gomez, P.E.

Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

M E M O R A N D U M

To: Katie Ahmed, Planning and Zoning Director

From: Jorge Gomez, Director of Public Works and Utilities

Date: April 28, 2026

Subject: May 28, 2026
Board of Commissioners Agenda

Please be advised that our office has reviewed the Hall County Board of Commissioners' agenda for the May 28, 2026, meeting. Upon review, we provide the following comments.

0 Stringer Rd

- **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:** Common access driveway standards may apply dependent upon the final development plan.
- **Utilities:** No comment. Property is in Hall County service area but sewer is not available near that location.

2632 Sardis Road

- **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage. Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
- **Traffic:** A trip Generation memo has not been provided to substantiate the stated trip volume to proposed access on Sardis Rd. shall be limited to a single right-in/right-out operation with a right turn lane. Any access on East Sardis will be subject to review and approval by Public Works. Inter parcel access will be required for all commercial sites. A traffic impact study may be required pending review by Public Works. GDOT approval for the driveway on SR 53 should be provided before the traffic impact study is prepared. If GDOT does not allow access to SR 53, it will impact trip distribution.
- **Utilities:** Proposed development will have a private on-site sewerage system. Sewerage system shall be reviewed and permitted by GA EPD. Hall County will not maintain this sewer system.

5351 Lanier Island Parkway

- **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
- **Traffic**: As access is on SR 347 and subject to review by GDOT, traffic has no concerns with this request.
- **Utilities:** No comment. Property is not located in the Hall County service delivery area.

5831 Hilltop Drive

- **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
- **Traffic**: The comments on condition # 2 included in the April 10, 2026 memo are still applicable
- **Utilities**: No comment. Property is not located in the Hall County service delivery area.

5964 Overby Road

- **Engineering**: Show FEMA and Hall County studied Flood plains that are present on site
- **Traffic:** The proposed zoning change will not significantly increase traffic volumes
- **Utilities:** No comment. Property is not located in the Hall County service delivery area.

5989 Lanier Islands Parkway

- **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
- **Traffic:** Access to the proposed development is from SR 347. A GDOT access permit will be required.
- **Utilities:** No comment. Property is not located in the Hall County service delivery area.

866 Gainesville Hwy

- **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage. Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
- **Traffic:** Access to the proposed development is from SR 13. A GDOT access permit will be required.
- **Utilities:** No comment. Property is not located in the Hall County service delivery area.

Hall County Government
FIRE RESCUE

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE BOX 907730
GAINESVILLE, GA 30501

t: 770.531-6838 | f: 770.531.6845

FIRE CHIEF
Jerry Smith

To: Katie Ahmed, Director of Planning and Zoning
From: Hall County Fire Marshal's Office
Date: 4/20/26
Subject: Date Hall County Board of Commissioners meeting – Planning Items - 5-28-2026 BOC Fire Comments
Please be advised that our office has reviewed the Planning items forwarded to the Hall County Board of Commissioners for consideration at the 5/28/26 meeting. Upon review, we provide the following comments.

• 0 Stringer Road | Variance to Section 3.2 | Patricia Stump & Laurence Becker, applicant

The Hall County Fire Marshal's Office has no comments as proposed.

• 5351 Lanier Islands Parkway | Special Use | Keith Bell, applicant

The Hall County Fire Marshal's Office has no comments as proposed.

• 5831 Hilltop Drive | Special Use | Doug McDaniel, applicant

The current condition of Hilltop Drive does not meet fire code regarding required road width of 20 feet from Atlanta Highway to the commercial development. Meeting the requirement of condition 2 of the Memorandum dated 4/10/26 would satisfy the fire code requirement.

• 5964 Overby Road | Rezone | Nancy E Riggs, applicant

The Hall County Fire Marshal's Office has no comments as proposed.

• (A) 2632 Sardis Road| Rezone | DCCM, applicant

The Hall County Fire Marshal's Office considers the plan conceptual and if approved it may require modifications during development review to meet Life Safety and International Fire Code requirements including any applicable state fire code modifications.

• (B) 2632 Sardis Road | Special Use | DCCM, applicant

The Hall County Fire Marshal's Office considers the plan conceptual and if approved it may require modifications during development review to meet Life Safety and International Fire Code requirements including any applicable state fire code modifications.

• (A) 5989 Lanier Islands Parkway| Rezone | Benji Wood, applicant

Hall County Fire Marshal's Office Comments:

1) The 20,000 SF building will require a supervised fire protection system
2) Based off the location of existing fire hydrants additional fire hydrant(s) may be required
3) The building shall be tested for approved emergency responders radio coverage within the building based on existing coverage levels of the public safety communication system utilized by the jurisdiction.

• (B) 5989 Lanier Islands Parkway | Special Use | Benji Wood, applicant

Hall County Fire Marshal's Office Comments:

4) The 20,000 SF building will require a supervised fire protection system
5) Based off the location of existing fire hydrants additional fire hydrant(s) may be required
6) The building shall be tested for approved emergency responders radio coverage within the building based on existing coverage levels of the public safety communication system utilized by the jurisdiction.

• (C) 5989 Lanier Islands Parkway | Variance to Section 6.2.5 | Benji Wood, applicant

Hall County Fire Marshal's Office Comments:

7) The 20,000 SF building will require a supervised fire protection system
8) Based off the location of existing fire hydrants additional fire hydrant(s) may be required
9) The building shall be tested for approved emergency responders radio coverage within the building based on existing coverage levels of the public safety communication system utilized by the jurisdiction.

• (A) 866 Gainesville Highway | Rezone | Taylor & Mathis, applicant

1) The concept plan as proposed does not meet fire code, International Fire Code 503.1.1 approved fire apparatus access roads shall be provided for every facility, building, constructed or moved into within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building. The left side and back of building do not meet the above code requirement. If approved modifications will have to be made to show fire access to the left side and back of building.

2) The building shall be tested for approved emergency responders radio coverage within the building based on existing coverage levels of the public safety communication system utilized by the jurisdiction.

• (B) 866 Gainesville Highway | Variance to Section 6.2 | Taylor & Mathis, applicant

1) The concept plan as proposed does not meet fire code, International Fire Code 503.1.1 approved fire apparatus access roads shall be provided for every facility, building, constructed or moved into within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building. The left side and back of building do not meet the above code requirement. If approved modifications will have to be made to show fire access to the left side and back of building.

2) The building shall be tested for approved emergency responders radio coverage within the building based on existing coverage levels of the public safety communication system utilized by the jurisdiction.

Regards,

John Hornick, NPQ Fire Service Plans Examiner 1

Lieutenant, Hall County Fire Rescue

Hall County Government

Main: 770-531-6838 | Cell: 404-597-0083

Website: www.Hallcounty.org

HALL COUNTY
GEORGIA

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

Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
BUSINESS LICENSE DIVISION

To: Katie Ahmed, Director of Planning and Zoning

From: Brandi Smith, Business License Director

Date: April 21, 2026

Subject: May 28, 2026 Hall County Board of Commissioners meeting- Planning Items

---

Please be advised that our office has reviewed the Planning items forwarded to the Hall County Board of Commissioners for consideration at the May 28, 2026 meeting. Upon review, we provide the following comments.

- 2632 Sardis Road – DCCM
  - Any future businesses will need to obtain a business license with the Hall County Business License department.
- 5351 Lanier Islands Pkwy – Keith Bell
  - CB Farms has an active business license. Their opening date for their business license was October 11, 2024. We have received no complaints regarding the business.
- 5831 Hilltop Drive – Doug McDaniel
  - Corbelstone, Inc held an active business license with Hall County from 01/01/2008 until 12/31/2025. Any future business at this address will need to apply for a business license with the Hall County Business License department.
- 5989 Lanier Islands Pkwy – Benji Wood
  - Any future businesses will need to obtain a business license with the Hall County Business License department.
- 866 Gainesville Hwy- Taylor and Mathis
  - JP Tire Shop, LLC has had an active business license with Hall County since 05/08/2017.
  - Global Imports Auto Sale 2, LLC has had an active business license with Hall County since 03/02/2018.

Outlook

Ssrdis Road Re: Public Notice Sign

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Fri 5/29/2026 10:04 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

2 attachments (3 MB)
pro-do5xg7Gg.jpeg; pro-42iwQlrE.jpeg;

From: Richard Ellis (Marshals) <rellis@hallcounty.org>
Sent: Friday, May 29, 2026 9:58 AM
To: Katie G. Ahmed (Planning) <kahmed@hallcounty.org>; Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Colton Brown (Marshals) <cabrown@hallcounty.org>; Amanda M. Reagan (Marshals) <areagan@hallcounty.org>
Cc: Lynn Taylor (Planning) <ltaylor@hallcounty.org>; Liliana Cortez (Planning) <lcortez@hallcounty.org>
Subject: Ssrdis Road Re: Public Notice Sign

Please note, as of January 20, Community Development and Infrastructure departments, including the Marshal's Office have been temporarily relocated to 2829 Browns Bridge Road, the Hall County Government Center Temporary Annex.

Thanks,

Sergeant Rich Ellis
Marshal's Office
Hall County Community Development and Infrastructure
(770) 531-6762 | www.hallcounty.org

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

ZONING NOTICE

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

APPLICANT: DCCM

REQUEST: REZONE FROM R-1 TO H-B FOR PERMITTED USES; SPECIAL USE FOR BOAT & RV STORAGE

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION	COUNTY COMMISSION
Date: N/A	Date: JUNE 25, 2026
Time: N/A	Time: 6.00 P.M.

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809

04-2024

May 29, 2026 09:56:48
2643 Sardis Road
Gainesville
Hall County
Georgia

ZONING NOTICE

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

APPLICANT: DCCM

REQUEST: REZONE FROM R-1 TO H-B FOR PERMITTED USES; SPECIAL USE FOR BOAT & RV STORAGE

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION
Date: N/A
Time: N/A

COUNTY COMMISSION
Date: JUNE 25, 2026
Time: 6:00 P.M.

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809

04-2024

May 29, 2026 09:51:55
2614 Sardis Road
Gainesville
Hall County
Georgia

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

HALL COUNTY
GEORGIA
We have it all in Hall

PUBLIC NOTICE REQUIREMENTS

Zoning regulations require that public notice must be given prior to all zoning hearings as follows:

1. The Planning Department shall publish a legal advertisement no less than fifteen (15) days and no more than forty-five (45) days prior to the public hearing.

2. The Planning Department shall send notification by letter of all other property owners within a 500-foot radius of the applicant's property, 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 April 30, 2026 AND NO LATER THAN May 06, 2026.

THE ORGINAL SIGNED AFFIDAVIT MUST BE RETURNED TO THE PLANNING DEPARTMENT NO LATER THAN May 06, 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, Bradley Dunckel (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** 4/30/26 (Date) **for** DCCM (Name application filed as).

Signature _____

(The original document is required)



Live effect Remaster

Thursday, April 30, 2026 · 5:31 PM

20260430_173110.jpg



Live effect

Remaster

Thursday, April 30, 2026 · 5:41 PM

Anael Dominguez (Administration)

From: Damian Abaddon [redacted]
Sent: Saturday, May 16, 2026 4:37 AM
To: Open Records - Administration; Jennifer Rivera (Administration)
Subject: 2332 Sardis Rd

Some people who received this message don't often get email from [redacted] Learn why this is important <https://aka.ms/LearnAboutSenderIdentification>

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

To be included in public comment 2332 Sardis Rd.

The fox's are in the hen house! Billy Powell must be called out and held accountable for his use of elected position for his personal gain, corruption, and cronyism. This has been going on for a while, but has now been made blatantly obvious by the 2332 Sardis Road rezone application. This rezone should be denied, along with any other project he has a hand in. His appointment of developer/partner/rezoning applicant Bradley Dunkle should be nullified. We now have the Processing Plant within the hen house!!

Damian Abaddon

Anael Dominguez (Administration)

From: Jennifer Rivera (Administration)
Sent: Friday, May 22, 2026 8:21 AM
To: Timothy Ader
Cc: Katie G. Ahmed (Planning); Kaitlyn Elliott (Planning); Anael Dominguez (Administration)
Subject: RE: 2632 Sardis Rd.

Your public comment was received and will be added to the record regarding this zoning application.

Thank you.

Jennifer Rivera, CMC
Board of Commissioners Clerk
Hall County Government
Tel: 770-297-2684
jrivera@hallcounty.org
www.hallcounty.org

HALL COUNTY
GEORGIA
We have it all in Hall

From: Timothy Ader [redacted]
Sent: Friday, May 22, 2026 7:49 AM
To: David Gibbs (County Commission) <dgibbs@hallcounty.org>; Billy Powell (County Commission) <bpowell@hallcounty.org>; Gregg Poole (County Commissioner) <gpoole@hallcounty.org>; Kathy Cooper (County Commissioner) <kcooper@hallcounty.org>; Jeff Stowe (County Commission) <jstowe@hallcounty.org>; Jennifer Rivera (Administration) <jrivera@hallcounty.org>
Subject: 2632 Sardis Rd.

You don't often get email from [redacted] Learn why this is important

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

Commissioners and those it may concern:

As in my letter before for this property, I oppose this rezone. Keep Sardis Road Residential. Let this new connector through our residential area be just that; a residential area that has a road through it that is easily travelled. I fear that allowing 4 commercial lots on Sardis would be the downfall of the area. I understand that this is a mystical concept for a 4 lane road to not be lined with businesses. Allowing this project would just be starting the race to develop this "new road" , decreasing its efficiency as a connector, forcing urbanization, and pushing its residents away.

After further review, I oppose the new site plan even more than before. It not only does not belong in our area.

There are major ethical concerns of the nature of this project's beginning and path to rezone and construction.

Four Commercial lots connected to and directly across the street from homes with no known uses or timeframe of use. Inter-parcel access noted as being required- poor access, limited land area and large amount of impervious setbacks.

Claims that only 20ft of the property are within the GCOD Corridor to build by different standards.

Cross traffic and U turns in the portion of the road are difficult. Currently not enough road surface for a long bed pickup or truck and trailer to make a comfortable u turn. This will not be improved with the completion of the Sardis Connector.

Project was previously recommended for denial by staff- not all concerns have been addressed.. Staff also commented that this project WAS NOT CONSISTENT with the intent of the Regional Activity Nodes

Site plan does not show the extent of grading needed.

Mass graded proposal of storage units is right next to and will be insight of residential and ag areas that have been well established for decades.

Buffers are not large enough to block view or sound.

Long to indefinite time of completion.

Zoning is supposed to protect the interests of the people – the Hall County Resident; not to benefit businesses, developers, politicians.... Residents buy homes in residential zoned areas expecting to live their lives and raise families in residential areas. Meetings often site the phrase - for future land use... as residents in residential and ag areas, we have predicted (by owning and living here) that the future land use be as already designated. The UDC should protect this.

Thanks for taking the time to listen to the concerns of a resident,

Tim Ader

Please include in public comments

Anael Dominguez (Administration)

From: Jennifer Rivera (Administration)
Sent: Tuesday, May 26, 2026 8:55 AM
To: Anael Dominguez (Administration)
Subject: FW: Sardis rezoning

Please add to HCAM.

Jennifer Rivera, CMC
Board of Commissioners Clerk
Hall County Government
Tel: 770-297-2684
jrivera@hallcounty.org
www.hallcounty.org

HALL COUNTY
GEORGIA
We have it all in Hall

From: Katie G. Ahmed (Planning) <kahmed@hallcounty.org>
Sent: Tuesday, May 26, 2026 8:00 AM
To: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Cc: Jennifer Rivera (Administration) <jrivera@hallcounty.org>
Subject: Fw: Sardis rezoning

Public comments, Thanks!

@Kaitlyn Elliott (Planning) if you could please respond.

Katie Ahmed
Director of Planning and Zoning
Hall County Government
(direct office) 770-297-2649
kahmed@hallcounty.org

From: Cathy Skinner [redacted]
Sent: Monday, May 25, 2026 9:11 AM
To: Katie G. Ahmed (Planning) <kahmed@hallcounty.org>
Subject: Sardis rezoning

You don't often get email from [redacted] Learn why this is important

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

I would like this to go on record about the Sardis Rd rezoning. Getting this denied is very important to the future of our community.
This is from Lamar and Cathy Skinner 2670 Carl Drive

This development is an environmental disaster. The land is very sloped with ridges and valleys that has water draining into a small pond. There are no flat or level areas. The tree removal and grading needed to put the amount of storage units with commercial buildings will be large. With heavy rain the amount of water runoff from buildings and Asphalt will be a chemical and erosion problem and a mosquito haven.
The development states storage units will not be visible from East Sardis or Sardis Rd. it will be in full view from Carl Drive and Walnut St. homes with only 50ft buffers which is not undisturbed. Who wants to look at possibly 500 or more storage units asphalt and retaining ponds?
The entrance for storage units is very bad because the entrance will be confused with Carl Drive entrance which is a dead end with no turn around. People driving down with trailers and campers by mistake will be a hardship for residences. Drivers will try to turn around on private property which happens way too much now with drivers sometimes ending up in ditch.
If for some reason even half the owners of storage units remove or return items from units that would be around 200 or more vehicles added to area roads in one day. That isn't including traffic from commercial businesses. This road already is packed with heavy traffic with numerous accidents.
This parcel is surrounded by long established residential neighborhoods that has historically maintained a quiet, rural residential character. Families in this community have invested in their homes with the reasonable expectation that surrounding land would remain consistent with the existing residential zoning and Hall Counties Comprehensive Plan. I know this isn't high income neighborhoods but we are taxpayers and voters.
The long established business at the Sardis Road intersection have been in place since the 1950's and 1960's. One was added in the 70's.
There is no mention of fencing to enclose the area from view. If passed it needs to hide it from view from surrounding neighborhoods with more greenspace added and less storage units.
This vote will set a precedence for future of this area for what is to come. More traffic more commercial buildings, more land erosion from water runoff.
With the amount of tree removal and grading how many of Gods creations, animals, trees will be eliminated or killed?
Vote no for this development. Sardis has been a quiet bedroom community and we want to stay that way.
Lamar and Cathy Skinner

Anael Dominguez (Administration)

From: Jennifer Rivera (Administration)
Sent: Friday, May 29, 2026 8:12 AM
To: David Murphy
Cc: Anael Dominguez (Administration); Katie G. Ahmed (Planning); Kaitlyn Elliott (Planning)
Subject: RE: 2632 Sardis Road Rezoning application public comments

Your public comment was received and will be forwarded to the Board of Commissioners for their review.

Thank you.

Jennifer Rivera, CMC
Board of Commissioners Clerk
Hall County Government
Tel: 770-297-2684
jrivera@hallcounty.org
www.hallcounty.org

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

From: David Murphy [redacted]
Sent: Thursday, May 28, 2026 3:02 PM
To: Jennifer Rivera (Administration) <jrivera@hallcounty.org>
Cc: David Murphy [redacted]
Subject: 2632 Sardis Road Rezoning application public comments

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 Members:

My wife and I (Vickie and David Murphy) live at 2742 Sardis Church Road, a property within 500 yards of 2632 Sardis Road (property asking for rezoning). We urge you to deny the request to rezone 2632 Sardis Road by voting No. Please preserve the current zoning, as it is the most compatible with our neighborhood's established character and infrastructure and hall county's comprehensive plan. We have so many changes being done to our community - including the extension of the sardis connector and the 2 large housing developments on Looper Lake Road and Antioch Church Rd, all 3 within close proximity of this proposal. Let's slow down and consider the quality that our neighborhood now affords.

Specific negative considerations that this type of development will foster include:

1. Incompatibility with Residential Character

Aesthetics and Eyesores: Large recreational vehicles and multi-story boat stacks (often reaching up to 90 feet) ruin the visual character of the area. I do not think owners have had the opportunity to comment on the size of this proposal.

No Community Benefit: Facilities bring very few, if any, permanent jobs and zero direct benefits to local residents.

2. Traffic and Safety Hazards

- **Oversized Vehicles:** Campers, heavy-duty trucks, and boat trailers are slow-accelerating and cumbersome.
- **Road Suitability:** Increased traffic. we are in the middle of the sardis road expansion and there is no indication of how this will impact neighborhood . Not the time to increase traffic of this sort.
- **Pedestrian and Driver Risks:** Large vehicles create blind spots and severe accident risks, particularly around blind hills, tight curves, and near children.

3. Environmental and Infrastructure Strain

- **Drainage and Flooding:** Clearing the land and raising the site's elevation to accommodate large structures can worsen runoff and lead to flooding on adjacent properties.
- **Wetlands and Wildlife:** Property is very close to Lake Lanier, and there are 2 well springs either on this property or very close to boundary. In addition several owners (including us have conservation easements on our property to protect the existing wetlands and animal habitat. Light pollution from security systems and noise from boat lifts often disrupt local ecosystems.

4. Nuisance and Security Concerns

- **Noise and Lighting:** Early morning or late-night departures by boaters and campers cause excess noise and light pollution for nearby homes.
- **Security:** Open outdoor storage can become targets for vandalism, theft, or transient activity if the developer does not build adequate concrete perimeter walls instead of standard chainlink.
- **Environmental Runoff:** Potential leakage of chemicals, oil, or battery acid from stored vehicles into the neighborhood stormwater and water table. We are so very close to Lake Lanier in this area.

5. Diminished Property Values

- **Marketability:** A bordering storage yard will make our properties harder to sell and negatively impact home resale value

We are asking for a "No" vote on this rezoning.

Thank you for your attention in this matter.
David and Vickie Murphy

Anael Dominguez (Administration)

From: Jennifer Rivera (Administration)
Sent: Friday, May 29, 2026 1:05 PM
To: David Murphy
Cc: Katie G. Ahmed (Planning); Kaitlyn Elliott (Planning); Anael Dominguez (Administration)
Subject: RE: Do not support appointing C Braswell and 2632 Sardis Road RV/Boating project

Your public comment was received and will be forwarded to the Board of Commissioners for their review.

Thank you.

Jennifer Rivera, CMC
Board of Commissioners Clerk
Hall County Government
Tel: 770-297-2684
jrivera@hallcounty.org
www.hallcounty.org

HALL COUNTY
GEORGIA
We have it all in Hall

From: David Murphy [redacted]
Sent: Friday, May 29, 2026 12:29 PM
To: Billy Powell (County Commission) <bpowell@hallcounty.org>
Cc: David Gibbs (County Commission) <dgibbs@hallcounty.org>; Jennifer Rivera (Administration) <jrivera@hallcounty.org>
Subject: Do not support appointing C Braswell and 2632 Sardis Road RV/Boating project

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

Dear Commissioner Powell,

My Wife and I (Vickie and David Murphy) are constituents in District 2 and since 2004 have always felt the community was well represented by you. We would like to comment on 2 potential commission actions that we do not agree with.

1. Appointing Chris Braswell to the Impact Fee Advisory Committee. Recommending someone that, within the past 6 months or so, was removed from one board for not following the rules and cost taxpayers a lot of money - just to appoint him to another board/committee does not seem ethical nor productive, please reconsider. Is this doing the right thing for Hall County? Consider appointing someone outside the real estate industry to give the committee more balance.

2. Also your involvement in the 2632 Sardis Road RV and Boat storage project is a conflict of interest and you rightly recused yourself from voting. But who will represent the community views while you are standing in the hall. We live at 2756 Sardis Church Rd, an adjacent property between 2632 Sardis Road and Lake Lanier. Although you are not voting please share our comments with your fellow commissions who will be voting. We are a NO vote. Please preserve the current zoning, as the new proposal does not appear compatible with our neighborhood's established character, existing infrastructure and hall county's comprehensive plan. There are so many changes in progress in this part of Hall County - including the extension of the Sardis connector and the 2 large housing developments on Looper Lake Road and Antioch Church Rd, all 3 within close proximity of this proposal. Let's slow down and consider the quality that our neighborhood now affords. You must be in an odd position by being the proposer of this rezoning and also representing a community that will not benefit finically from the change. We ask the voting commissioners to vote NO on this project..

Specific negative considerations that this type of development will foster include:

1. Incompatibility with Residential Character: Aesthetics and Eyesores: Large recreational vehicles and multi-story boat stacks (often reaching up to 90 feet) ruin the visual character of the area. I do not think residents have had opportunity to look at buffers and setback of storage units.

2. No Community Benefit: Boat and RV storage bring very few, if any, permanent jobs and zero direct benefits to local residents.

3. Pedestrian and Driver Risks: Large vehicles create blind spots and severe accident risks, particularly around blind hills, tight curves, and we are very close to 3 schools.

5. Noise and Lighting: Early morning or late-night departures by boaters and campers cause excess noise and light pollution for nearby homes.

6. Security: Open outdoor storage can become targets for vandalism, theft, or transient activity. Light pollution from security systems and noise from boat lifts often disrupt local ecosystems.

6. Environmental and Infrastructure Strain: Clearing the land and raising the site's elevation to accommodate large structures can worsen runoff and lead to flooding on adjacent properties. Potential leakage of chemicals, oil, or battery acid from stored vehicles into the neighborhood stormwater and water table. We are so very close to Lake Lanier in this area.

7. Wetlands and Wildlife: Property is very close to Lake Lanier, and there are 2 well springs either on this property or very close to boundary. In addition several owners (including us have conservation easements on our property to protect the existing wetlands and animal habitat.

8. Diminished property values

Thank you for your attention to this matter,

Vickie and David Murphy
2756 Sardis Church Road
Gainesville, GA 30506
[redacted]

Outlook

2632 East Sardis Road - Denial

From John Whitmire [redacted]
Date Tue 5/26/2026 9:30 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Katie G. Ahmed (Planning) <kahmed@hallcounty.org>

You don't often get email from [redacted] Learn why this is important

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

To the Hall County Planning Board,

I am writing to formally express my strong opposition to the proposed application for 2632 East Sardis Road. I respectfully request that this proposal be denied.

The Sardis area has already experienced substantial growth and population increases in recent years. As a result, traffic congestion has worsened considerably, and residents are facing overcrowded roadways, extended commute times, and heightened safety concerns. Additional development would place even greater strain on an infrastructure system that is already struggling to accommodate current demands.

Residents of the Sardis community have consistently expressed their desire to preserve the area's primarily residential and rural character rather than permit continued overdevelopment and commercialization. Many individuals chose to reside in this community because of its peaceful atmosphere, open spaces, and lower-density environment. Approving additional growth would threaten the quality of life that residents have worked diligently to maintain.

Furthermore, there are significant concerns regarding potential conflicts of interest involving DCCM and the recent appointment of Bradley Dunkel to the Planning Board. Many citizens believe these circumstances create the appearance of bias and raise legitimate questions regarding fairness and impartiality in decisions affecting future development within the community.

The residents of the Sardis area deserve to have their concerns carefully considered and their community protected from excessive growth and worsening traffic conditions. I respectfully urge the Planning Board to support the interests of its citizens and vote against this application.

Thank you for your time and consideration.

Sincerely,

John Whitmire

Anael Dominguez (Administration)

From: Jennifer Rivera (Administration)
Sent: Thursday, May 28, 2026 9:12 AM
To: Anael Dominguez (Administration)
Subject: FW: 2632 Sardis Road Appeal

Please add to HCAM.

Jennifer Rivera, CMC
Board of Commissioners Clerk
Hall County Government
Tel: 770-297-2684
jrivera@hallcounty.org
www.hallcounty.org

HALL COUNTY
GEORGIA
We have it all in Hall

From: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Sent: Thursday, May 28, 2026 9:07 AM
To: [redacted]
Cc: Jennifer Rivera (Administration) <jrivera@hallcounty.org>; Katie G. Ahmed (Planning) <kahmed@hallcounty.org>
Subject: 2632 Sardis Road Appeal

We have received your comment and will forward it to the Board of Commissioners.

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.

From: Patricia Zapata [redacted]
Sent: Wednesday, May 27, 2026 7:50 PM
To: Katie G. Ahmed (Planning) <kahmed@hallcounty.org>
Subject: 2632 Sardis Road Appeal

You don't often get email from [redacted] Learn why this is important

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

Dear Ms. Greenway,

My name is Patricia Zapata, and I am a homeowner residing at **2669 Carl Drive, Gainesville, GA 30506**. I am writing to formally and respectfully express my strong opposition to the rezoning application for the approximately 25-acre parcel located at **2632 Sardis Road, Gainesville, GA 30506**.

This parcel is surrounded by long-established residential neighborhoods and lies within an area that has historically maintained a quiet, rural residential character. Families in this community have invested in their homes with the reasonable expectation that surrounding land would remain consistent with existing residential zoning and Hall County's Comprehensive Plan.

Of particular concern is the absence of existing public sewer infrastructure serving this area. Without sewer availability, any development would require extensive septic systems or the construction of new sewer infrastructure. Leading to potential:

- Groundwater contamination
- Pollution of natural freshwater springs
- Increased erosion and sediment flow onto adjacent residential properties
- Flooding and property damage
- Long-term environmental degradation that cannot be reversed

The proposed multi-use development — which includes boat storage, townhomes, and a retail shopping center — is incompatible with the surrounding land use and would introduce significant negative impacts, including:

- Commercial traffic and delivery vehicles on residential roadways not designed for high-volume or heavy use
- Increased safety risks and congestion along Sardis Road and HWY 53

• Noise, lighting, and extended business hours disrupting nearby homes
• Decline in residential property values

Also a big concern is the close proximity of **Sardis Elementary School (285 Sardis Rd)** and **Chestatee Academy (2740 Fran Mar Dr)**. This development would substantially increase traffic volume and commercial vehicle presence along established school routes used daily by buses, student drivers, and families. The introduction of retail and storage operations in immediate proximity to two public schools raises serious safety concerns for children and school transportation.

Hall County's Comprehensive Plan prioritizes maintaining rural residential character, protecting existing neighborhoods, and directing higher-density commercial growth to established corridors designed to support that level of activity. This proposal directly conflicts with those principles.

We are not opposed to responsible growth. We are opposed to growth that is improperly located, inconsistent with existing land-use patterns, and harmful to established residential communities.

For these reasons, I respectfully urge the Board to **deny the rezoning application for 2632 Sardis Road** and preserve the safety, stability, and residential integrity of this community.

Thank you for your time, service, and thoughtful consideration.

Sincerely,
Patricia Zapata
2669 Carl Drive
Gainesville, GA 30506

Print

Board of Commissioners Voting Meeting Comments - June 25, 2026 - Submission #145565

Date Submitted: 6/20/2026

Comments completed in the form below will be submitted into the record for the June 25, 2026 Voting Meeting of the Hall County Board of Commissioners.

First Name*

William

Last Name*

Earnest

Address1*

4179 Sutton Road

Address2

City*

Gainesville

State*

Georgia

Zip*

30506

Item for Comment*

4431 Jim Hood Road & 4474 Highland Road

Select from the list below which item you would like to register a comment on. Items are listed in the order in which they appear on the agenda.

Your Comments*

Dear Commissioners,

I am writing to express my opposition to the proposed developments currently under consideration for 4421 Jim Hood Road and 4474 Highland Road. I am opposed to the proposed 56-unit residential development in the rural area because it appears inconsistent with both the Hall County Comprehensive Plan and the Future Land Use Map designation of Rural Neighborhood within the North Hall Character Area.

County staff has already identified several concerns regarding the application, including:

• The proposed residential density exceeds the level supported by the Future Land Use Plan.

• The proposed lot sizes are substantially smaller than surrounding properties. Existing nearby lots are generally one acre or larger, while the proposed development would average approximately 12,057 square feet per lot.

• The proposed density of approximately 1.44 units per acre significantly exceeds the Comprehensive Plan's recommendation of up to 0.75 dwelling units per acre within the Rural Neighborhood designation.

• The proposal is inconsistent with the established development pattern and rural character of the surrounding area.

• Staff has concluded that the property currently has a reasonable economic use under its existing zoning classification.

The Comprehensive Plan specifically identifies these areas as places where active farms, agricultural enterprises, low-density residential uses, large lot sizes, deep setbacks, and preservation of natural features should be maintained. The plan further emphasizes protecting tree canopy, waterways, waterbodies, and open space. Approving a development at nearly double the recommended density would undermine these goals and set a precedent for additional development pressure in rural portions of the county.

The Commission's responsibility when considering zoning amendments includes evaluating whether a proposed use is suitable for the area, whether it may adversely affect adjacent properties, and whether the property already has reasonable economic use under its current zoning. Based on the findings presented by staff, it appears that significant concerns exist under each of these criteria.

I respectfully urge the Commission to deny these applications and uphold the principles outlined in the Comprehensive Plan and Future Land Use Map. Growth should occur in a manner that is consistent with adopted planning policies, protects environmental resources, preserves community character, and maintains public confidence in the zoning process.

Thank you for your time and consideration.

Sincerely,
William Earnest
4179 Sutton Road
Gainesville, GA 30506

Please write your comments in the box above.

File Upload

Choose File No file chosen

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

Follow-up Communication

Would you like a Hall County staff member to follow up with you? If so, please leave your email address or phone number in the box above. Otherwise, leave this box blank.

Print

Board of Commissioners Voting Meeting Comments - June 25, 2026 - Submission #145565

Date Submitted: 6/20/2026

Comments completed in the form below will be submitted into the record for the June 25, 2026 Voting Meeting of the Hall County Board of Commissioners.

First Name*

William

Last Name*

Earnest

Address1*

4179 Sutton Road

Address2

City*

Gainesville

State*

Georgia

Zip*

30506

Item for Comment*

4431 Jim Hood Road & 4474 Highland Road

Select from the list below which item you would like to register a comment on. Items are listed in the order in which they appear on the agenda.

Your Comments*

Dear Commissioners,

I am writing to express my opposition to the proposed developments currently under consideration for 4421 Jim Hood Road and 4474 Highland Road. I am opposed to the proposed 56-unit residential development in the rural area because it appears inconsistent with both the Hall County Comprehensive Plan and the Future Land Use Map designation of Rural Neighborhood within the North Hall Character Area.

County staff has already identified several concerns regarding the application, including:

• The proposed residential density exceeds the level supported by the Future Land Use Plan.

• The proposed lot sizes are substantially smaller than surrounding properties. Existing nearby lots are generally one acre or larger, while the proposed development would average approximately 12,057 square feet per lot.

• The proposed density of approximately 1.44 units per acre significantly exceeds the Comprehensive Plan's recommendation of up to 0.75 dwelling units per acre within the Rural Neighborhood designation.

• The proposal is inconsistent with the established development pattern and rural character of the surrounding area.

• Staff has concluded that the property currently has a reasonable economic use under its existing zoning classification.

The Comprehensive Plan specifically identifies these areas as places where active farms, agricultural enterprises, low-density residential uses, large lot sizes, deep setbacks, and preservation of natural features should be maintained. The plan further emphasizes protecting tree canopy, waterways, waterbodies, and open space. Approving a development at nearly double the recommended density would undermine these goals and set a precedent for additional development pressure in rural portions of the county.

The Commission's responsibility when considering zoning amendments includes evaluating whether a proposed use is suitable for the area, whether it may adversely affect adjacent properties, and whether the property already has reasonable economic use under its current zoning. Based on the findings presented by staff, it appears that significant concerns exist under each of these criteria.

I respectfully urge the Commission to deny these applications and uphold the principles outlined in the Comprehensive Plan and Future Land Use Map. Growth should occur in a manner that is consistent with adopted planning policies, protects environmental resources, preserves community character, and maintains public confidence in the zoning process.

Thank you for your time and consideration.

Sincerely,
William Earnest
4179 Sutton Road
Gainesville, GA 30506

Please write your comments in the box above.

File Upload

Choose File No file chosen

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

Follow-up Communication

Would you like a Hall County staff member to follow up with you? If so, please leave your email address or phone number in the box above. Otherwise, leave this box blank.

Print

Board of Commissioners Voting Meeting Comments - June 25, 2026 - Submission #145504

Date Submitted: 6/19/2026

Comments completed in the form below will be submitted into the record for the June 25, 2026 Voting Meeting of the Hall County Board of Commissioners.

First Name*

John and Sadie

Last Name*

McElroy

Address1*

2642 Walnut Street

Address2

City*

Gainesville

State*

GA

Zip*

30506

Item for Comment*

2632 Sardis Road

Select from the list below which item you would like to register a comment on. Items are listed in the order in which they appear on the agenda.

Your Comments*

Attached is a letter of absolute opposition to the 2632 Sardis Road project. This will be voted on June 25, 2026 at 6:00 pm. The No Boat Neighborhood Coalition representing the Sardis Community.

Please write your comments in the box above.

File Upload

Letter 1 to Commissioners with Neighbor Signatures (1) FLN .docx

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

Follow-up Communication

[redacted]

Would you like a Hall County staff member to follow up with you? If so, please leave your email address or phone number in the box above. Otherwise, leave this box blank.



Date: Jun 19, 2026

To: Hall County Board of Commissioners

From: Concerned Residents of District 2 and the Sardis Road Community

Regarding: Opposition to Proposed Boat Storage and Commercial Development at 2632 Sardis Road. Tax Parcel #10071 000136
(Applicant: Bradley Dunckel / Rochester | DCCM)

Dear Commissioners,

We, the undersigned residents of Hall County, write to voice our absolute opposition to the proposed mixed-use and 500-space boat/RV storage development at 2632 Sardis Road. We urge the Board of Commissioners to deny this application at the upcoming June 25, 2026, voting session based on critical environmental, safety, and ethical grounds.

Our opposition is rooted in five severe impacts to our community:

1. **Environmental Degradation:** A shift from R1-SS to a dense multi-use layout is a massive structural change for a parcel of this size. Based on the map and public county records, the plan places two large Storm Water Management (SWM) ponds sitting directly uphill from an active stream corridor. The natural spring forms a small creek that feeds directly into a shared pond partially owned by a private citizen. The pond is home to many types of fish, ducks, turtles and blue herons. I am concerned about the threat of fuel, oil, and heavy metal runoff overflowing from these basins directly into the ecosystem and eventually entering Lake Lanier.

Considering the high concentrations of automotive fluids, detergents from the proposed on-site 'Wash-Station", and heavy runoff associated with an open asphalt lot of this scale, do these ponds meet current GA EPD Blue Book requirements for water quality treatment before discharging them into a Lake Lanier tributary?

Given the density of the 500 storage spaces and necessity of taking down thousands of trees and necessary grading, I want to ensure the developer is not permitted to piping, culvert, or otherwise alter the natural flow of this spring-fed creek. A rigorous hydrological assessment of the natural spring and creek needs to be done before any rezoning is voted on.

To accommodate 60,000 sq ft of commercial space, the developer has structured the layout into four separate street-facing commercial pads directly bordering Sardis Road. The plan introduces massive amounts of impervious surfaces (concrete, asphalt, metal roofs, paving) directly uphill from the stream. Placing a heavy-use commercial septic and runoff system here guarantees groundwater seepage, threatening local wildlife and private property values.

2. **Encroachment on the Buffer:**
   The green shaded stream buffer cuts directly across the property, separating the commercial/storage development area.
   The site indicates a centralized commercial septic field situated uphill and immediately adjacent to the stream buffer and wash station.

   I am deeply concerned that high-volume commercial use and boat/RV waste could cause ground-absorption failures, sending nitrates and contaminants directly downhill into the creek and pond and into Lake Lanier.

   I would like to know if all the proposed construction encroaches on the **state mandated 25-foot stream buffer** or any **local county-specific buffers** (Which are often 50-140 feet in Hall County for protected water sheds).

3. **Severe Traffic Risks:** Forcing long, heavy trucks hauling large watercraft and RVs to merge onto and turn off E. Sardis Road at this specific, sloped intersection or onto Dawsonville Hwy will paralyze local traffic and cause major accidents. The Georgia Department of Transportation must heavily scrutinize the lack of proper infrastructure and deceleration lanes for a commercial project of this scale on a residential corridor.
   A proposed new driveway will enter East Sardis Road. Another gateway corridor will be installed by entering Dawsonville Hwy 53 for entrance to the 500 Boat/RV sites.

These two new entrances are within ½ mile of the red light at Dawsonville Hwy and Sardis Road. Traffic is already very congested in this area and will be more so when the new connector between Sardis Road and Thompson Bridge Road is completed.

4. **Homeowner Property Values:**
   When a development negatively impacts the quiet, private enjoyment of your home, it can immediately decrease property values.
   Buyers pay a premium for homes that back up to green space, woods or buffer zones. Losing that natural view and having direct line of site to 500 Boat/RV storage units can instantly reduce a home's competitive edge.
   Trees act as natural sound barriers and windbreaks.
   Removing thousands of trees will significantly increase traffic noise from Dawsonville Hwy and Sardis Road. Trees absorb massive amounts of groundwater. When they are removed, rainwater has no place to go often causing flooding or soggy yards for existing homes backing up to the development which severely hurts property values.
   During the clearing and building phases (which can take months or years) the dust, traffic and noise of heavy machinery can make our homes less appealing to potential buyers if you're trying to sell.

   This will cause great privacy loss for the entire neighborhood. The Boat/RV storage site will be visible from homeowners' back yards.
   Lights and noise from the Boat/RV site will impact the neighborhood during all hours.

   Some homeowners backing up to the development are only offered a 10 ft. buffer zone. This has to be no less than 50 ft with a nice privacy fence and fast growing trees furnished and planted by the developer.
   The development will come into the back of an entire subdivision where many families have lived for more than 35 years.

5. **Public Trust and Conflicts of Interest:** The integrity of this entire application is compromised. The applicant, Bradley Dunckel, was appointed to the Hall County Planning Commission in April 2026 while this project was active. Additionally, the necessary recusal of District 2 Commissioner Billy Powell—due to family financial ties to the target property—proves that this project does not serve the public interest, but rather narrow private interests.

Demonstrated Community Action & Legal Scrutiny:

Please be advised that the community is not treating these concerns lightly. Furthermore, our neighborhood coalition has contacted the Army Corps of Engineers and the GA EPD to conduct a rigorous hydrological assessment of the natural spring, the shared resident pond, and the proposed commercial septic layout to be sure this project stays within the State of Georgia mandated laws. We intend to hold all parties fully accountable to state and local environmental laws

As our elected representatives, your duty is to protect the safety, health, and trust of Hall County residents, not to clear the path for high-density commercial entities that degrade established neighborhoods.

We request that this formal opposition letter, along with our attached signatures, be submitted directly into the official public record for the June 25th meeting. We will be present in the commission chambers to ensure our voices are heard.

Respectfully submitted,

John and Sadie McElroy

No Boat Neighborhood Coalition
2642 Walnut St
Gainesville, GA 30506
[redacted]

cc: David Gibbs Commission Chairman
Kathy Cooper District 1
Greg Poole District 3
Billy Powell District 2
Jeff Stowe District 4

AGENDA ITEM

Planning & Zoning

REPORT TO: **Work Session (06/22/26)**

REPORT TO: **Voting Meeting (06/25/26)**

ITEM NO: 372/2026

SUBJECT: **2632 Sardis Road | Special Use |** for a storage lot | on a 25.90± acre tract located on the east side of Sardis Road at its intersection with East Sardis Road | Zoned R-1 & S-S; Tax Parcel 10071 000136 **| Proposed Use: Boat & RV storage |** Commission District 2 **| DCCM, applicant** *Note: Tabled at the May 28, 2026 Voting Meeting until the June 25, 2026 Voting Meeting.*

Meetings:

Work Session Date: 06/22/26 **Voting Meeting Date:** 06/25/26

Executive Summary:

Presenter: KA

Recommendation:

Staff recommends approval, with conditions, as the proposed use aligns with the intent of the zoning district and "Regional Activity Nodes and Corridors" future land use designation.

1. The property shall be developed in accordance with the site plan and narrative dated March 27, 2026, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments.
3. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

Purpose of Request:

2632 Sardis Road | Special Use | for a storage lot | on a 25.90± acre tract located on the east side of Sardis Road at its intersection with East Sardis Road | Zoned R-1 & S-S; Tax Parcel 10071 000136 | **Proposed Use: Boat & RV storage** | Commission District 2 | **DCCM, 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	KA	JL	CR
Clerk			
JR			

Attachments:

Request to Table
Staff Report
Application
Narrative
Narrative Supplement
Site Plan
Plat
Maps
Map - Public Comments Rec'd
Renderings
Deed
Water Availability Letter
Environmental Health Comment
GDOT Comment
Public Works Comment
Fire Comment
Business License Comment
Notice Sign
6-25-2026 Updated Notice Sign
Public Comment - from Damian Abaddon
Public Comment - from Timothy Ader
Public Comment - from Cathy Skinner
Public Comment - from David Murphy
Public Comment - from David Murphy2
Public Comment - from John Whitmire
Public Comment - from Patricia Zapata
Public Comment - from William Earnest
Public Comment - from William Earnest2
Public Comment - from John & Sadie McElroy

Outlook

2632 East Sardis Road

From Bradley K. Dunckel <bdunckel@dccm.com>
Date Thu 5/21/2026 3:57 PM
To Katie G. Ahmed (Planning) <kahmed@hallcounty.org>; Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Cc Beth Garmon <bgarmon@dccm.com>

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

Hi Katie,
We would like to request that this application be tabled until the June 25th BOC meeting. This will allow us additional time to address some of the comments regarding the application. If there are any new comments, please forward them as appropriate.
Thanks,
Bradley

Bradley Dunckel, PE
Director of Development Strategies

DCCM

A 425 Oak Street, Northwest, Gainesville, Georgia 30501
P 678.450.5175 **C** 770.363.1997
DCCM.com |

This e-mail, including attachments, may include confidential information and may be used only by the person or entity to which it is addressed. If the reader of this e-mail is not the intended recipient, the reader is hereby notified that any dissemination, distribution, or copying of this e-mail is prohibited. If you have received this e-mail in error, please notify the sender by replying to this message and delete this e-mail immediately.

HALL COUNTY BOARD OF COMMISSIONERS
STAFF REPORT

Applicant	DCCM
Request	(A) **Rezone** | from Residential 1 (R-1) and Suburban Shopping (S-S) to Highway Business (H-B) (B) **Special Use** |for a storage lot
Proposed Use	Uses permitted in H-B and Boat & RV storage
Size	25.90± acres
Zoning	**Current:** Residential 1 (R-1) and Suburban Shopping (S-S) **Proposed:** Highway Business (H-B)
Location	**2632 Sardis Road |** Tax Parcel 10071 000136
Commission District	Two
Commission Date	May 28, 2026
Staff Recommendation	(A) **Approval, with conditions,** as the proposed zoning is consistent with the "Regional Activity Nodes and Corridors" future land use classification within the Comprehensive Plan. (B) **Approval**, **with conditions**, as the proposed use aligns with the intent of the zoning district and "Regional Activity Nodes and Corridors" future land use designation
Record Number	(A) HZON26-0010 (B) HZCU26-0016

(A) & (B) Staff recommends <u>APPROVAL</u> of the applicant's request with the following conditions:

1. The property shall be developed in accordance with the site plan and narrative dated March 27, 2026, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

2. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments.

3. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

Summary Analysis

The applicant is requesting to rezone a 25.90± acre tract from Residential 1 (R-1) and Suburban Shopping (S-S) to Highway Business (H-B) to allow a commercial development. The proposed development consists of five commercial parcels with up to 60,000 square feet of commercial space and a storage facility providing up to 500 outdoor storage spaces for boat and RV storage. A concurrent Special Use approval is requested to allow a storage lot within the Highway Business (H-B) zoning district.

Currently, the site is undeveloped. The surrounding properties are zoned and developed as outlined below:

North:	Residential 1 (R-1): Single-family residences
East:	Agricultural Residential 1 (AR-1): Single-family residences
	Suburban Shopping (S-S): Single-family residence
South:	Agricultural Residential 1 (AR-1): Single-family residence
	Residential 1 (R-1): Undeveloped
	Suburban Shopping (S-S): Undeveloped
West:	Agricultural Residential 1 (AR-1): Single-family residence
	Residential 1 (R-1): Single-family residence



Per the submitted site plan and narrative, the applicant proposes a development of commercial uses consisting of:

- Four parcels for a combined total of 60,000 square feet of commercial space with one access from East Sardis Road and one from Sardis Road. No end users have been identified.
- One parcel with up to 500 spaces for open, covered or enclosed boat and RV storage accessed from Dawsonville Highway (SR 53) by way of an easement or a fee-simple right-of-way through private property (tax parcel 10071 000088), which would be a private driveway.

The proposed access serving the boat and RV storage portion of the development is not owned by the applicant and has not been secured as of the date of this report. Both the Georgia Department of Transportation (GDOT) and Hall County Public Works & Utilities have identified concerns regarding the proposed access configuration as identified in their official comments.

Water service will be provided by the City of Gainesville Department of Water Resources as confirmed by an availability letter dated September 17, 2025, and sanitary sewer services will be provided by on-site septic.



Based on the future land use plan, staff finds the requested rezoning *<u>is consistent</u>* with the Hall County Comprehensive Plan and the future land use designation of Regional Activity Nodes and Corridors within the Murrayville/Sardis character area. The intent of this future land use designation is to create areas that either already bring visitors from the region or can support future development with a regional draw. New development in these areas should include a combination of retail, office, civic, and residential uses that can contribute to a live-work-play environment. This range of development types may not always be at the same intensity across the county: new development needs to be scaled in the context of the area's infrastructure capacity. New development should also emphasize high-quality building and site design, including dedicated open/civic space, walkability, and a sense of place.

(A) & (B) <u>Zoning Analysis</u> – Rezone and Special Use

When considering a zoning amendment to the zoning maps and use subject to approval of the County Commission, 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; **While the surrounding area is primarily developed**

with single-family residential uses, the existence of commercially zoned property to the south and the Comprehensive Plan's identification of this corridor for future commercial activity support the suitability of the proposed use

b) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **It is not anticipated that the proposed rezoning will adversely affect the existing use or usability of adjacent or nearby properties. The proposed development can be appropriately buffered from surrounding residential properties, supporting the continued usability of adjacent and nearby properties.**

c) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned; **The property has reasonable economic use as currently zoned, however, the applicant cannot develop the property as proposed without approval by the Board of Commissioners.**

d) Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, schools, police protection, fire protection, public health facilities or emergency medical service; **If approved and in compliance with all Georgia Department of Transportation and Hall County standards, the use is not anticipated to cause an excessive or burdensome use of the existing streets, transportation facilities, utilities, schools, police protection, fire protection, public facilities, or emergency medical service.**

e) Whether the zoning proposal is in conformity with the policy and intent of the future land use plan for the physical development of the area; **The proposed use is consistent with the intent of the Regional Activity Nodes and Corridors future land use designation in the Comprehensive Plan. The intent of this future land use designation is to create areas that either already bring visitors from the region or can support future development with a regional draw. New development in these areas should include a combination of retail, office, civic, and residential uses that can contribute to a live-work-play environment.**

f) The extent to which property values are diminished by the existing zoning restrictions; **Staff is unable to determine the extent to which property values are affected by the existing zoning restrictions.**

g) The extent to which the destruction of the subject property's value under the existing zoning promotes the health, safety, morals or general welfare of the public; **Staff is unable to comment on the impact of property values without a full market analysis. Multiple factors impact property values including construction types, proposed uses, and maintenance. Often it is difficult to determine the effect of a development on adjacent properties until the development is completed.**

h) The relative gain to the public as compared to the hardship imposed upon the individual property owner; **Staff has not identified a hardship imposed on the property owner as the property is currently zoned.**

i) The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property. **The property is undeveloped.**

j) Whether there are other existing or changing conditions affecting the use or development of the property which give supporting grounds for either approval or disapproval of the zoning proposal; **Staff is not aware of any changing conditions affecting the use or development of the property.**

k) Whether the change would create an isolated district unrelated to the surrounding districts; **The proposed zoning is Highway Business (H-B) which is a compatible zoning district within the Regional Activity Nodes and Corridors future land use designation in the Murrayville/Sardis character area. The change would not create an isolated district unrelated to the surrounding area as commercial zoning and uses abut the property to the south.**

l) Whether the present zoning district boundaries are illogically drawn in relation to existing conditions in the area; **There is no evidence that the present zoning district boundaries are illogically drawn.**

m) Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **The request does not appear to be out of scale with the needs of the county.**

n) Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **There are other properties within the County that support commercial uses based on the Future Land Use Map; however, the current development requires rezoning approval by the Board of Commissioners.**

o) Whether the need for rezoning could be handled instead by a variance request to the Planning Commission; **The request could not be handled alternatively as a variance.**

p) Whether there would be an ecological or pollution impact resulting from major modifications to the land if the request is granted; **Any land disturbance activities on the property shall be required to go through the land development permitting process, and as a result are subject to local, state, and federal regulations. As a result, there are no anticipated ecological or pollution impacts resulting from any modification to the land if the request is granted.**

q) Whether there is reasonable evidence based upon existing and anticipated land use that would indicate a mistake was made in the original zoning of the property; **There is no indication that a mistake was made in the original zoning.**

11.2.6.E - Submission requirements

1. Any person or persons requesting a change in the official zoning map or use subject to approval of the County Commission must file an application with a plat or map of the property attached thereto, together with payment of such fees set forth in this Sec 11.2. to cover administrative and advertising costs, in the Planning and Zoning Department office. Such person or persons or their authorized agent must appear in person at the public hearing held to consider the district change. **The proposal meets the requirement. The applicant has paid the appropriate fees and understands that someone must be present at the voting meeting of the Hall County Board of Commissioners.**

2. All applications for a change of zoning classification or use subject to approval of the County Commission must include:

   a. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in this Sec. 11.2. **The proposal provides a narrative outlining the intent of the development; however, the applicant has not prepared a response to each of the criteria listed in 11.2.6.E.2.**

   b. A site plan drawn to scale designating the area covered by the application and identifying existing and proposed buildings and uses, adjacent existing land uses, zoning on contiguous parcels, including those across an abutting public right-of-way, and any other significant site improvements proposed to accommodate the proposed use or buffer adjacent uses, etc., or a plat of the subject property where no specific land use is proposed. In cases where only a plat or map is provided and no land use is proposed, the Planning Commission and County Commission may evaluate the application based on the most intense possible land use permitted in the proposed district. **The proposal meets the requirement.**

   c. For any application for a slow rate land treatment system as defined in 7.6.9.D.1, additional requirements apply. **This standard is not applicable to the applicant's request.**

   d. For any application proposing the development of 100 or more residential dwelling units, a traffic impact study must be submitted prior to consideration of the application by the County Commission. At the applicant's expense, the traffic impact study must be prepared by a professional engineer in accordance with requirements established by the Hall County Engineering Department. The Engineering Department must review the traffic impact study and forward any comments to the County Commission. **This standard is not applicable to the applicant's request.**

Development Support and Constraints

Hall County Environmental Health
In a memorandum dated April 29, 2026, the Hall County Environmental Health Department stated "Must meet all Environmental Health commercial septic system permitting requirements. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation may be required after review of business plan. No community septic systems to be permitted by Environmental Health. All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. Further determination will be made during the plat review process. All proposed plats must be submitted to the Hall County Plat Review Team for review and approval prior to submittal to Clerk of Courts for recordation."

Georgia Department of Transportation
In an email dated April 17, 2026, Christopher Hash, D1 Traffic Operations Supervisor, stated "Applicant will need to coordinate with GDOT District 1 Traffic Operations Office for consideration of driveways.

In a supplemental email dated April 29, 2026, Madison N. Dorminey, Assistant District Traffic Engineer, stated:

"The proposed access does not meet GDOT driveway spacing requirements. Sight Distance appears to be limited and would need to meet AASHTO Greenbook requirements. Full length right turn lane would not be able to be installed due to spacing constraints. All access should either be joint use with an existing access or use the internal connection from E Sardis Rd with potential improvements at E Sardis Rd and SR 53."

Hall County Public Works and Utilities
In a memorandum dated April 28, 2026, Jorge Gomez, Director of Public Works and Utilities, provided the following comments:

Engineering:
This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
Show stream buffer and impervious setback from wrested vegetation not centerline of stream

Traffic:
A Trip Generation Memo has not been provided to substantiate the stated trip volume to proposed access on Sardis Rd. shall be limited to a single right-in/right-out operation with a right turn lane. Any access on East Sardis will be subject to review and approval by Public Works. Inter parcel access will be required for all commercial sites. A traffic impact study may be required pending review by Public Works. GDOT approval for the driveway on SR 53 should be provided before the traffic impact study is prepared. If GDOT does not allow access to SR 53, it will impact trip distribution.

Utilities:

Proposed development will have a private on-site sewerage system. Sewerage system shall be reviewed and permitted by GA EPD. Hall County will not maintain this sewer system.

Hall County Fire Marshal
In a memorandum dated April 20, 2026, the Hall County Fire Marshal's office stated "The Hall County Fire Marshal's Office considers the plan conceptual and if approved may require modifications during development review to meet Life Safety and International Fire Code requirements including any applicable fire code modifications."

Hall County Business License Division
In a memorandum dated April 21, 2026, Brandi Smith, Business License Director stated "Any future businesses will need to obtain a business license with the Hall County Business License department."

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)

DCCM
425 Oak St.
Gainesville, GA 30501
Phone [redacted]
Email Address

Property Owner (Name & Mailing Address)

William R. Powell
3734 Timber Walk Drive
Phone [redacted]
Email Address [redacted]

Proposed Use Highway Business Uses

Contact Person (Name & Mailing Address)

Bradley Dunckel, DCCM
425 Oak St.
Phone [redacted]
Email Address bdunckel@dccm.com

Status of Applicant

- ☐ Owner
- ☐ Option to Purchase
- ☐ Area Resident
- ☑ Other

Requested Action

Type of Request: ☐ SU ☐ CUP
Fee:$ 0.00
Receipt #:
Check #:

Zoning: H-B
Acreage 25.9 +/-

Tax Parcel Number 10071 000136
Location Address 2632 Sardis Road, Gainesville, GA 30506

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

Print Bradley Dunckel, DCCM Date: 3/27/26
Sign *Bradley Dunckel* Date: 3/27/26

Applicant must complete all information above. Failure to complete this section will result in the refusal of the application. The Planning Department has 15 days to review all applications and will set the dates for each application. If the application is found insufficient, an agenda date will not be set until the required information is submitted. Please note that the Planning Commission and County Commission dates are tentative.

Application Withdrawal: I hereby **withdraw** the application.

Sign Date:

Staff Use Only

Application Date: Taken by:
Tentative Planning Commission Date: Tentative County Commission Date:
County Commission District:

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

HALL COUNTY
GEORGIA
We have it all in Hall

AUTHORIZATION OF PROPERTY OWNERS

Note: If the applicant is the property owner, please disregard this form.

Name of owner(s) William R. Powell

Address 3734 Timber Walk Drive

Gainesville, GA 30506

Phone Number [redacted]

Name of applicant(s) DCCM

Address 425 Oak St.

Gainesville, GA 30501

Phone Number [redacted]

I swear that I am the owner of the property which is the subject matter of the attached applications as shown in the records of Hall County, Georgia.

I authorize the person named above to act as applicant in the pursuit of a rezoning, permissive use, or variance of this property.

Signature of Owner(s)
William R. Powell

Personally appeared before me
William R. Powell

who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Scott G. Grant
Notary Public

03-25-2026
Date

Scott G Grant
NOTARY PUBLIC
JACKSON COUNTY, GEORGIA
My Commission Expires 02/27/2029

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

CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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

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

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating $250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

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

I have**_____ I have not ✓

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

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

Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/Owner's Signature: Bradley Dunckel ,DCCM **Date:** 3/27/26

Applicant's/Owner's Name (Printed): Bradley Dunckel

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

CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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

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

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating $250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

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

I have**_____ I have not ✓

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

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

Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/Owner's Signature: William R Powell **Date:** 3/27/26

Applicant's/Owner's Name (Printed): William R. Powell

Project Narrative for East Sardis Road Tract

3/27/26

LOCATION – 2632 East Sardis Road, Gainesville, GA 30506
ACREAGE – 25.9 acres +/-
PARCELS – 10071 000136
EXISTING ZONING – R-1
REQUESTED ZONING – H-B
APPLICANT – DCCM

Summary

The accompanying application seeks a zoning district change from Residential 1 (R-1) to Highway Business (H-B) for 25.8 acres of unimproved property located at 2632 East Sardis Road in northwest Hall County, approximately 500' southeast of the Sardis Connector. The intent is to develop up to 60,000 SF of commercial space and up to 500 storage spaces for Boat/RV storage. The proposed uses are consistent with the Hall County Comprehensive Plan, with an additional Special Use requirement for "Outdoor Storage". The property is located within the "Murrayville/Sardis" character area with a future land use designation of "Regional Activity Nodes & Corridors." Highway Business (H-B) is listed as an appropriate zoning district under this future land use. Completion of the development is anticipated by 2030.

Site Description

The parcel has approximately 90 LF of frontage along East Sardis Road and is roughly rectangular in shape, approximately 1,300 LF deep. The property is undeveloped with two jurisdictional streams. Domestic water (8" line) is provided by the City of Gainesville and is located in the Sardis Connector right of way. On-Site Sewerage Management systems are planned for all sewer requirements. All other dry utilities are located within a reasonable distance for service extensions. There are no known impediments to its successful development for the intended purposes.

Adjacencies

The property is surrounded by residential zonings: R-1 and Agricultural Residential 1 (AR-1) to the east, north and west. To the south is primarily Suburban Shopping (S-S).

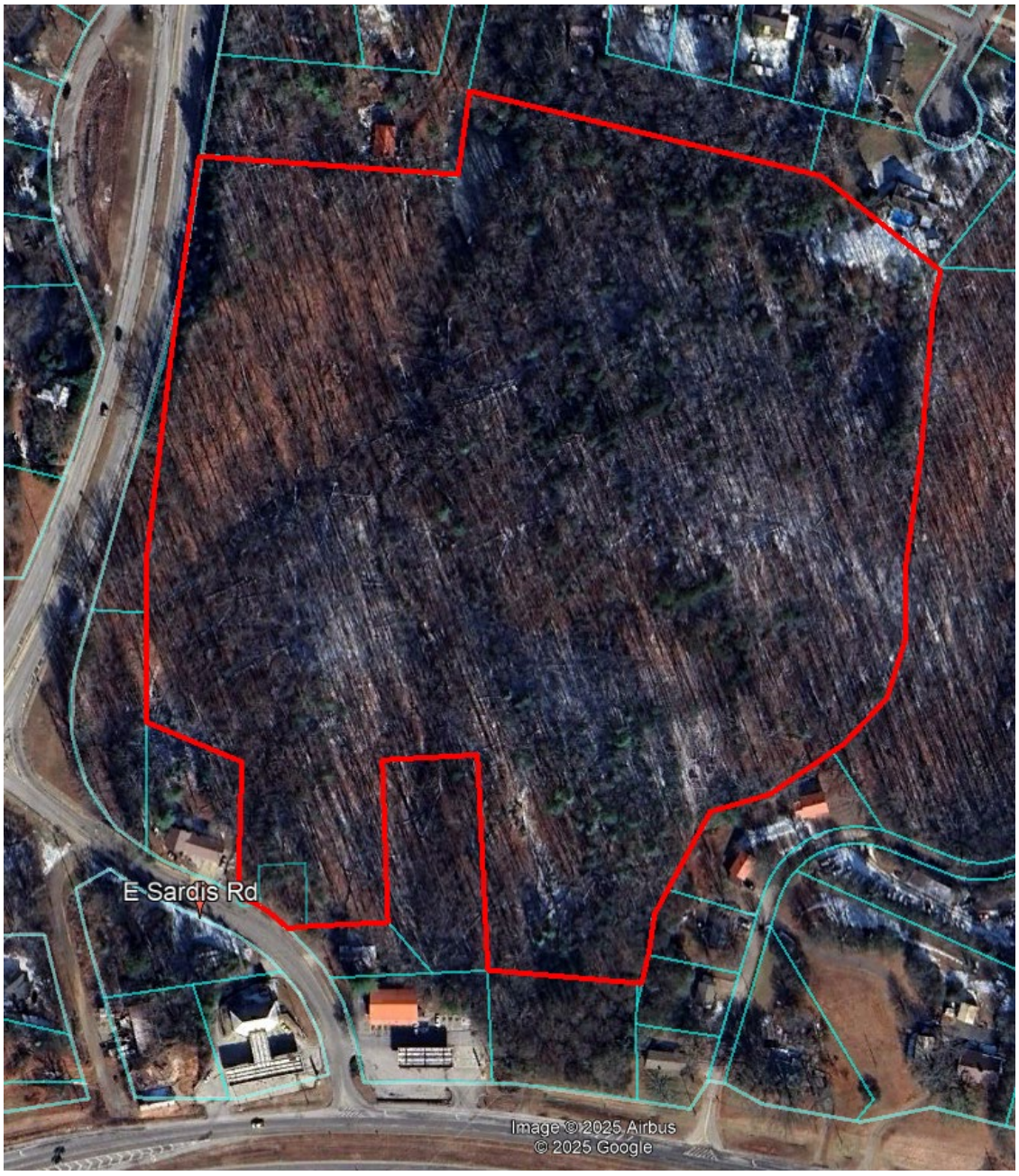
Access

Access to the property for the commercial outparcels is from East Sardis Road, which is located approximately 500' east of the Sardis Connector. A secondary right in/right out only proposed access would be located along the Sardis Connector frontage. Access to property for the boat/RV storage is planned from Dawsonville Highway through either an easement or fee-simple right-of-way from Parcel #10071 000088, as shown on the zoning plan. Both full access points shown will require GDOT approval with Hall County approval for the Sardis Connector access.

Proximity to Other Uses

- Nearest distance to undeveloped commercial property – Parcel #10070 000088 zoned S-S adjacent to the subject property
- Nearest distance to developed commercial property – Parcel #10071 000088B zoned S-S adjacent to the subject property
- Nearest distance to a single-family home – a single-family home at 2614 East Sardis Road is located within 30’ from the southwestern boundary.
- Nearest distance to a subdivision – Highland Park S/D is located immediately north of the property.

Aerial View



Traffic Impact Study

A Traffic Impact Study has not been provided and is presumably below the County's threshold requirements. Trip Generation from the Boat/RV storage is expected to produce an ADT of 205 trips, based on a buildout of 500 storage spaces. For the Commercial/Office uses, an ADT of 585 total estimated trips, based on a buildout of 60,000 SF of space.

Development Strategy

The proposed development of the Boat/RV storage may be developed in two or three phases, based on demand. Boat & RV storage will draw users from a regional base due to the 14 boat ramps located within a 5-mile radius and the site's convenient access to SR 53. The commercial uses may be pad graded for single or multiple end users, with actual building construction occurring based on demand. Certain uses, as outlined below, have been excluded from this request.

Specific Uses

- Boat and RV storage may be covered, uncovered or enclosed with a maximum of 500 - 11' x 30' storage spaces (sizes may vary depending on market demand). All internal paving may consist of graded aggregate base (GAB), asphalt, concrete or a combination of these. Exterior building materials may include metal siding and roofs.
- Commercial uses may include small retail, professional offices, or any use permitted under the H-B zoning district.

Signage

The Developer and/or Builder shall be allowed to post permanent directional signs and monuments within the property for identification and directional purposes. All permanent internal signage must be outside of any Right of Way or Utility Easement and within a Landscape and Signage easement recorded on the Final Plat.

Temporary Sales and Marketing signs not exceeding 32 square feet per sign face and 8 feet in height may be used along East Sardis Road.

Special Use Permit

The application includes a request for a Special Use Permit to allow for "Major Outdoor Storage" within the H-B district.

Buffers

As required for uses designated as "Commercial with outdoor activity", the Developer shall impose a 50' exterior buffer to screen the Boat/RV storage from adjacent residential districts, and a 10' landscape buffer where "Commercial with no outdoor activity" is adjacent to residential districts. No buffer will be provided between different commercial uses. These areas may be disturbed and re-planted to County standards. This buffer may be reduced where a structural buffer is provided.

Open Space

Although no open space is required, external buffer areas, stream buffers and other areas of the property not slated for development will provide substantial areas of natural open spaces.

Community Septic

As there is no public sewer in this immediate area, the development will utilize on-site sewerage management systems (septic) to provide treatment. A combination of individual and community systems may be utilized.

Conceptual Master Plan

The development of the community shall be controlled by the Concept Plan attached. The plan is considered conceptual in nature, and as such may require minor modifications during the engineering and development process. Modifications to the locations and arrangement of lots, roads, storage areas, and other improvements that do not conflict with specific standards and requirements of these conditions may be made by the Developer, so long as such modifications do not change the land use, increase the overall density of the project or reduce any established exterior buffers or setbacks.

REQUIRED CONSTITUTIONAL AND ANTE LITEM NOTICE

Georgia law and the procedures of Hall County require the Applicant to raise Federal and State constitutional objections during the H-B master plan application process. While the Applicant anticipates a smooth application process, failure to raise constitutional objections at this stage may mean that the Applicant will be barred from raising important legal claims later in the process. Accordingly, the following constitutional objections are stated:

The portions of the Hall County Development Code, facially and as applied to the Property, which restrict the Property to any uses, conditions, land use designations, development standards, or to any zoning district other than that proposed by the Applicant are unconstitutional in that they would destroy the Applicant's property rights without first paying fair, adequate and just compensation for such rights, in violation of Article I, Section I, Paragraph I and Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

The application of the Hall County Development Code, facially and as applied to the Property, which restricts the Property to any uses, conditions, land use designations, development standards, or to any zoning district other than in accordance with the application as proposed by the Applicant is unconstitutional, illegal, null and void, constituting a taking of Applicant's Property in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States; Article I, Section I, Paragraph I, and Section III, Paragraph I of the Constitution of the State of Georgia of 1983; and the Equal Protection and Due Process Clauses of the Fourteenth Amendment to the Constitution of the United States denying the Applicant an economically viable use of its land while not substantially advancing legitimate state interests.

A denial of this Application would be unconstitutional under the Takings Clause of the Fifth Amendment to the Constitution of the United States and the Just Compensation Clause of Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983. A refusal by the Hall County Board of Commissioners to approve the zoning conditions as requested would constitute a taking of the Applicant's property.

A denial of this Application would constitute an arbitrary and capricious act by the Hall County Board of Commissioners without any rational basis therefore constituting an abuse of discretion in violation of Article I, Section I, Paragraph I and Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States. A refusal to grant the H-B zoning request would lack objective justification and would result only from

neighborhood opposition, which would constitute an unlawful delegation of the zoning power to non-legislative bodies in violation of the Georgia Constitution, Article IX, Section II, Paragraph 4.

A refusal by the Hall County Board of Commissioners to approve this Application for the Property in accordance with the criteria as requested by the Applicant would be unconstitutional and discriminate in an arbitrary, capricious and unreasonable manner between the Applicant and owners of the similarly situated property in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States. Any rezoning of the Property subject to conditions which are different from the conditions requested by the Applicant, to the extent such different conditions would have the effect of further restricting Applicant's utilization of the Property, would also constitute an arbitrary, capricious and discriminatory act in zoning the Property to a unconstitutional classification and would likewise violate each of the provisions of the State and Federal Constitutions set forth hereinabove.

I. CONCLUSION

For the foregoing reasons, the Applicant respectfully requests that this H-B master plan application be granted as requested by the Applicant. If there are any questions about this request, you may contact:

Bradley Dunckel
DCCM
425 Oak St.
Gainesville, GA 30501
[redacted]
bdunckel@dccm.com

Outlook

East Sardis Road

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Fri 6/19/2026 1:17 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Bradley K. Dunckel <bdunckel@dccm.com>
Sent: Friday, June 19, 2026 11:16 AM
To: Katie G. Ahmed (Planning) <kahmed@hallcounty.org>; Lynn Taylor (Planning) <ltaylor@hallcounty.org>
Cc: Beth Garmon <bgarmon@dccm.com>
Subject: RE: East Sardis Road

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

I spoke with Will Powell yesterday and he indicated that his discussion with Tom Bower have been positive and he feels certain that an easement or fee simple purchase of the access area from Dawsonville Hwy will be achieved.

GDOT is unwilling to review a concept plan that does not have most of the elements of a full submittal. We believe their comments are consistent with others we have received prior to working through the details needed for a full plan submittal. Obviously, we would be fine with a condition to that effect, and as Hall County has typically required a GDOT permit in order to receive an LDP, there would appear to be no risk on the County's part.

Please let us know if you have any other questions.

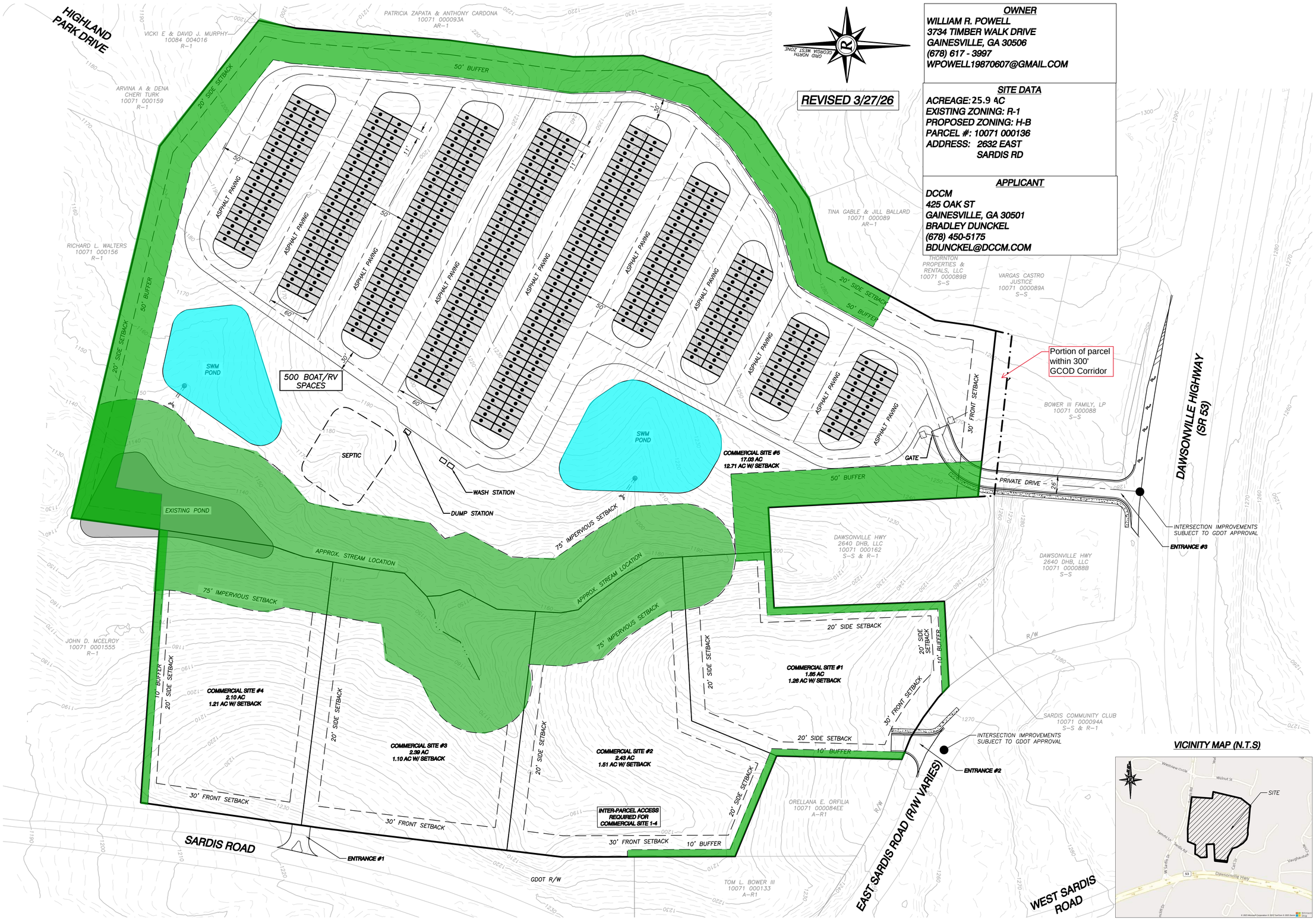
Thanks,

Bradley

Bradley Dunckel, PE

Director of Development Strategies

DCCM



REVISED 3/27/26

OWNER
WILLIAM R. POWELL
3734 TIMBER WALK DRIVE
GAINESVILLE, GA 30506
(678) 617 - 3997
WPOWELL19870607@GMAIL.COM

SITE DATA
ACREAGE: 25.9 AC
EXISTING ZONING: R-1
PROPOSED ZONING: H-B
PARCEL #: 10071 000136
ADDRESS: 2632 EAST SARDIS RD

APPLICANT
DCCM
425 OAK ST
GAINESVILLE, GA 30501
BRADLEY DUNCKEL
(678) 450-5175
BDUNCKEL@DCCM.COM

Rochester | DCCM
Rochester & Associates, LLC
425 Oak St NW, Gainesville, GA 30501
770.718.0600 | rochester.dccm.com

CONCEPT MAP FOR:
EAST SARDIS ROAD TRACT
LOCATED IN: HALL COUNTY, GEORGIA

NO.	DATE	DESCRIPTION

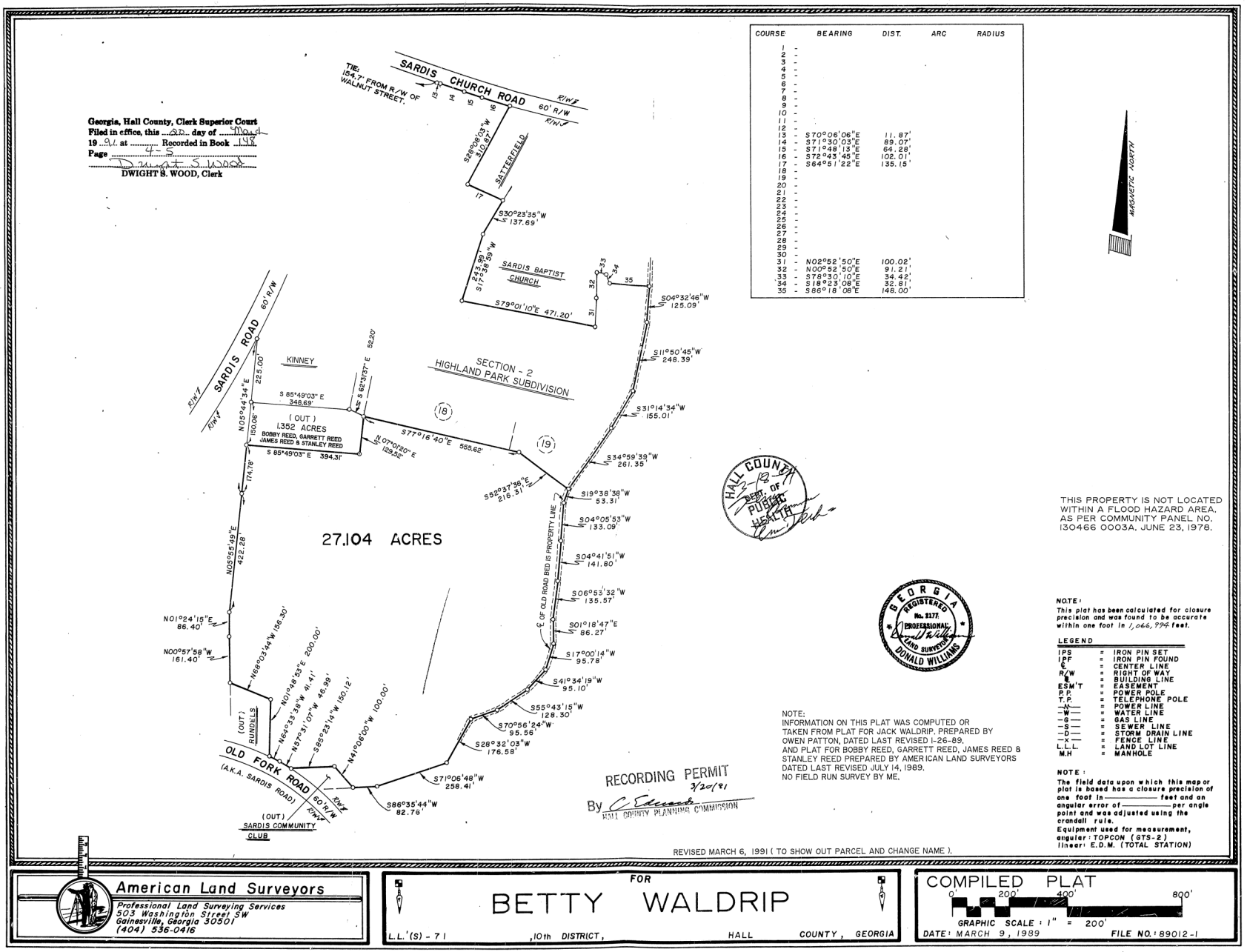
REVISIONS

ANY CHANGES OR ALTERATIONS MADE TO THESE CONSTRUCTION DRAWINGS WITHOUT THE WRITTEN APPROVAL OF ROCHESTER | DCCM VOIDS THE SEAL SHOWN HEREON AND ANY LIABILITY ASSOCIATED WITH THIS PROJECT. ORIGINAL DRAWINGS ARE KEPT ON FILE FOR VERIFICATION OF ANY CHANGES.

GRAPHIC SCALE
30' 0' 60' 120'

SHEET 1 OF 1

DATE: 3/27/26
SCALE: 1" = 60'
JOB NO. G225107.PRP
DWG NO. *.SLOP.dwg
DRAWN BY: TCT



COURSE	BEARING	DIST.	ARC	RADIUS
1 -				
2 -				
3 -				
4 -				
5 -				
6 -				
7 -				
8 -				
9 -				
10 -				
11 -				
12 -				
13 -	S70°06'06"E	11.87'		
14 -	S71°30'03"E	89.07'		
15 -	S71°48'13"E	64.28'		
16 -	S72°43'45"E	102.01'		
17 -	S64°51'22"E	135.15'		
18 -				
19 -				
20 -				
21 -				
22 -				
23 -				
24 -				
25 -				
26 -				
27 -				
28 -				
29 -				
30 -				
31 -	N02°52'50"E	100.02'		
32 -	N00°52'50"E	91.21'		
33 -	S78°30'10"E	34.42'		
34 -	S18°23'08"E	32.81'		
35 -	S86°18'08"E	148.00'		

Georgia, Hall County, Clerk Superior Court
Filed in office, this 22 day of May
19 91 at ..... Recorded in Book 195
Page 45
Dwight S. Wood
DWIGHT S. WOOD, Clerk

HALL COUNTY 3-12-91 DEPT. OF PUBLIC HEALTH

THIS PROPERTY IS NOT LOCATED WITHIN A FLOOD HAZARD AREA, AS PER COMMUNITY PANEL NO. 130466 0003A, JUNE 23, 1978.

GEORGIA REGISTERED No. 2177 PROFESSIONAL LAND SURVEYOR DONALD WILLIAMS

NOTE:
INFORMATION ON THIS PLAT WAS COMPUTED OR TAKEN FROM PLAT FOR JACK WALDRIP. PREPARED BY OWEN PATTON, DATED LAST REVISED 1-26-89. AND PLAT FOR BOBBY REED, GARRETT REED, JAMES REED & STANLEY REED PREPARED BY AMERICAN LAND SURVEYORS DATED LAST REVISED JULY 14, 1989. NO FIELD RUN SURVEY BY ME.

RECORDING PERMIT 5/20/91
By C. Edwards
HALL COUNTY PLANNING COMMISSION

NOTE:
This plat has been calculated for closure precision and was found to be accurate within one foot in 1,066,994 feet.

LEGEND

IPS	=	IRON PIN SET
IPF	=	IRON PIN FOUND
℄	=	CENTER LINE
R/W	=	RIGHT OF WAY
B/L	=	BUILDING LINE
ESM'T	=	EASEMENT
P.P.	=	POWER POLE
T.P.	=	TELEPHONE POLE
-W-	=	WATER LINE
-G-	=	GAS LINE
-S-	=	SEWER LINE
-D-	=	STORM DRAIN LINE
-X-	=	FENCE LINE
L.L.L.	=	LAND LOT LINE
M.H	=	MANHOLE

NOTE:
The field data upon which this map or plat is based has a closure precision of one foot in _____ feet and an angular error of _____ per angle point and was adjusted using the crandall rule.
Equipment used for measurement, angular: TOPCON (GTS-2) linear: E.D.M. (TOTAL STATION)

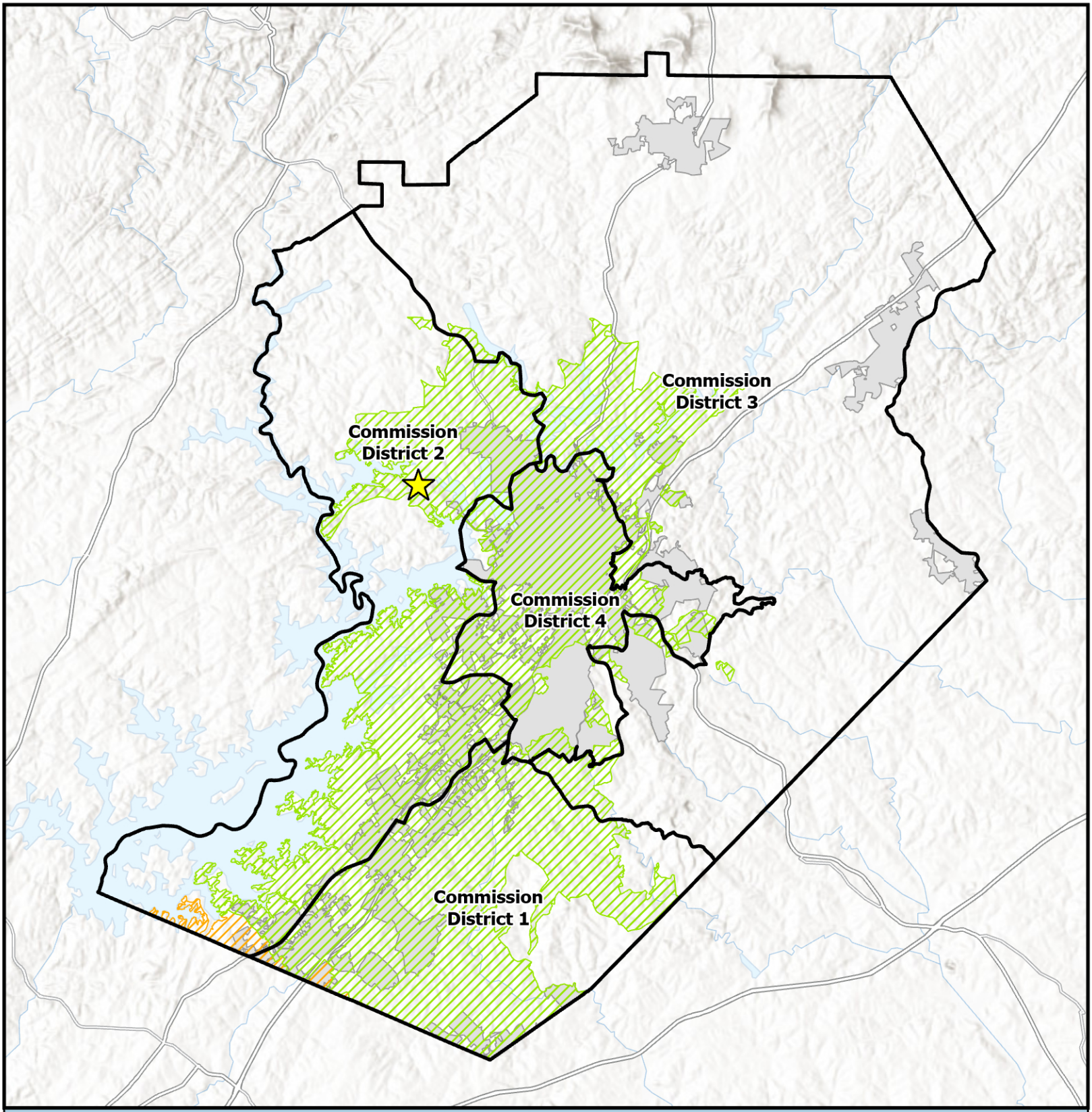
REVISED MARCH 6, 1991 (TO SHOW OUT PARCEL AND CHANGE NAME).

American Land Surveyors
Professional Land Surveying Services
503 Washington Street SW
Gainesville, Georgia 30501
(404) 536-0416

FOR
BETTY WALDRIP
L.L.'(S) - 71 ,10th DISTRICT, HALL COUNTY, GEORGIA

COMPILED PLAT
0' 200' 400' 800'
GRAPHIC SCALE : 1" = 200'
DATE: MARCH 9, 1989 FILE NO.: 89012-1

https://search.gsccca.org/Imaging/HTML5Viewer.aspx?key1=O01148&key2=4&county=69&countyname=HALL&userid=891638&appid=28



Overview Map

- Subject Area Location
- Subject Area
- Commision Districts
- City Limits

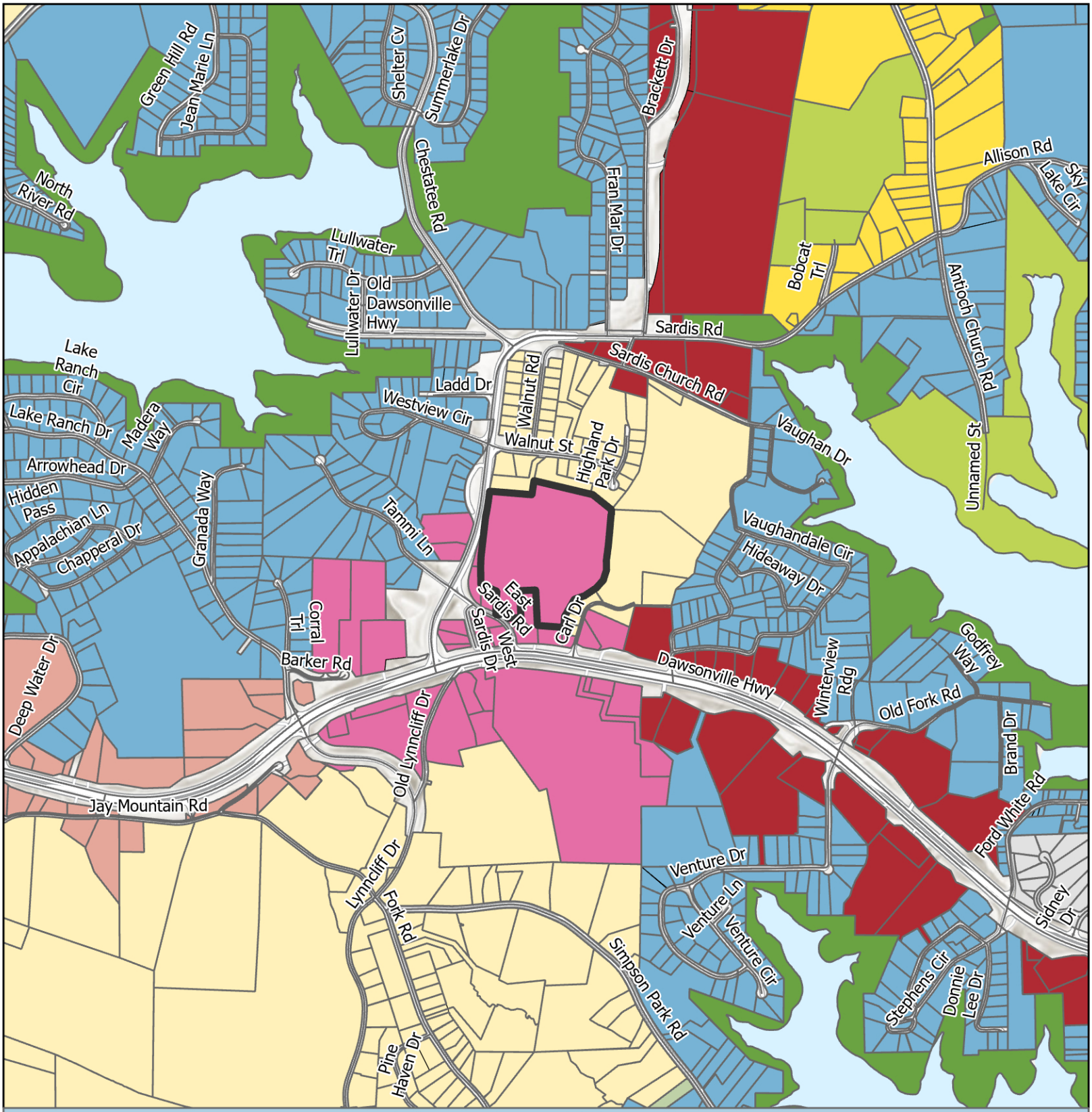
Urbanized Zone Areas

- Atlanta, GA
- Gainesville, GA

Applicant: DCCM
Tax Parcel #: 10071 000136
Location: 2632 Sardis Road
Commission District: 2

HALL COUNTY
GEORGIA
We have it all in Hall

Date Prepared: 4/24/2026



Future Land Use Map

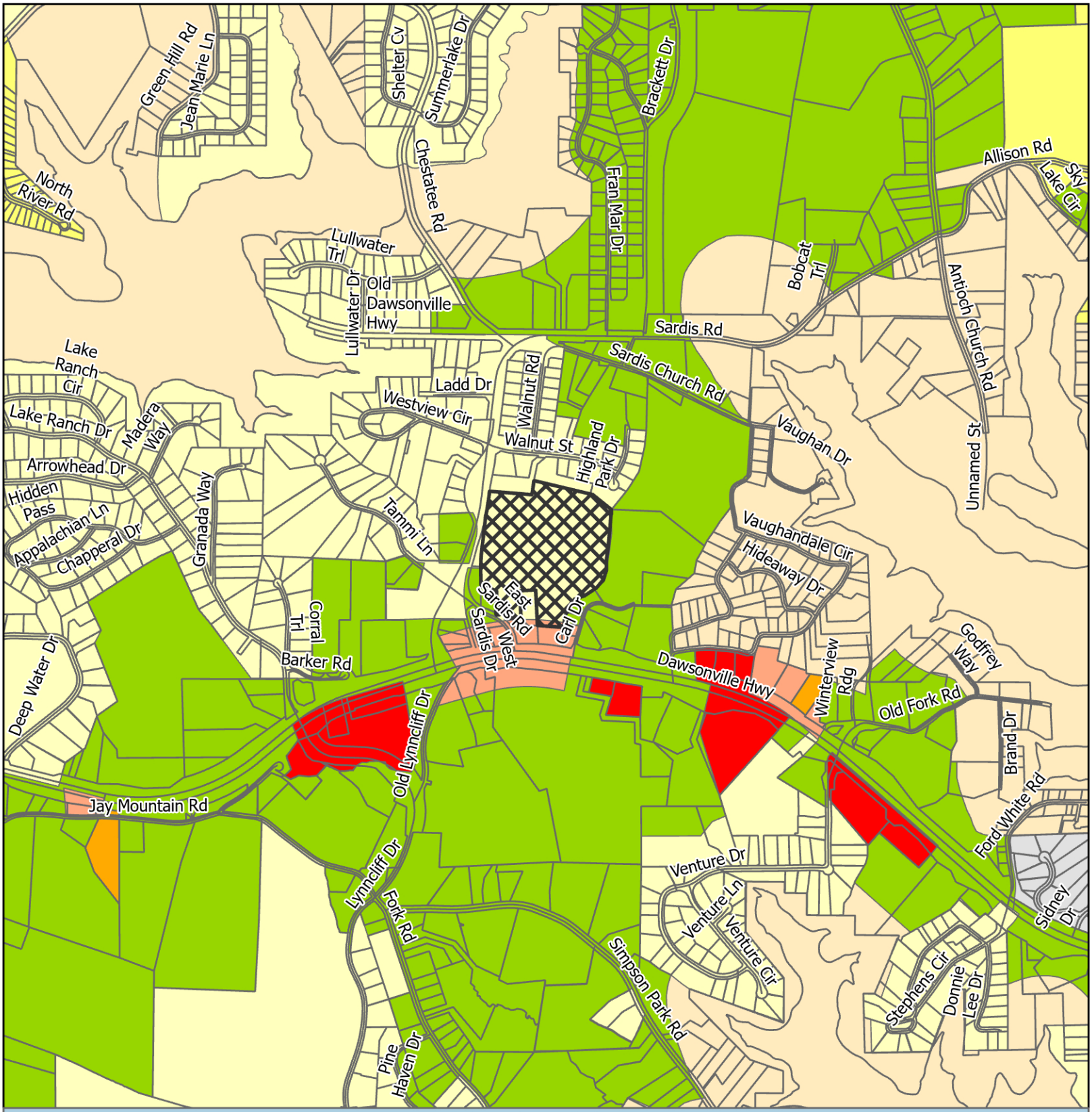
Subject Area
City Limits

FLU
- Business Corridors
- Greenspace - Conservation
- Greenspace - Parks
- Lakeside Residential
- Regional Activity Center
- Rural Agriculture
- Rural Neighborhood
- Rural Scenic Corridors
- Suburban Neighborhood, Low-Density

Applicant: DCCM
Tax Parcel #: 10071 000136
Location: 2632 Sardis Road
Commission District: 2

HALL COUNTY
GEORGIA
We have it all in Hall

Date Prepared: 4/24/2026



Zoning Map

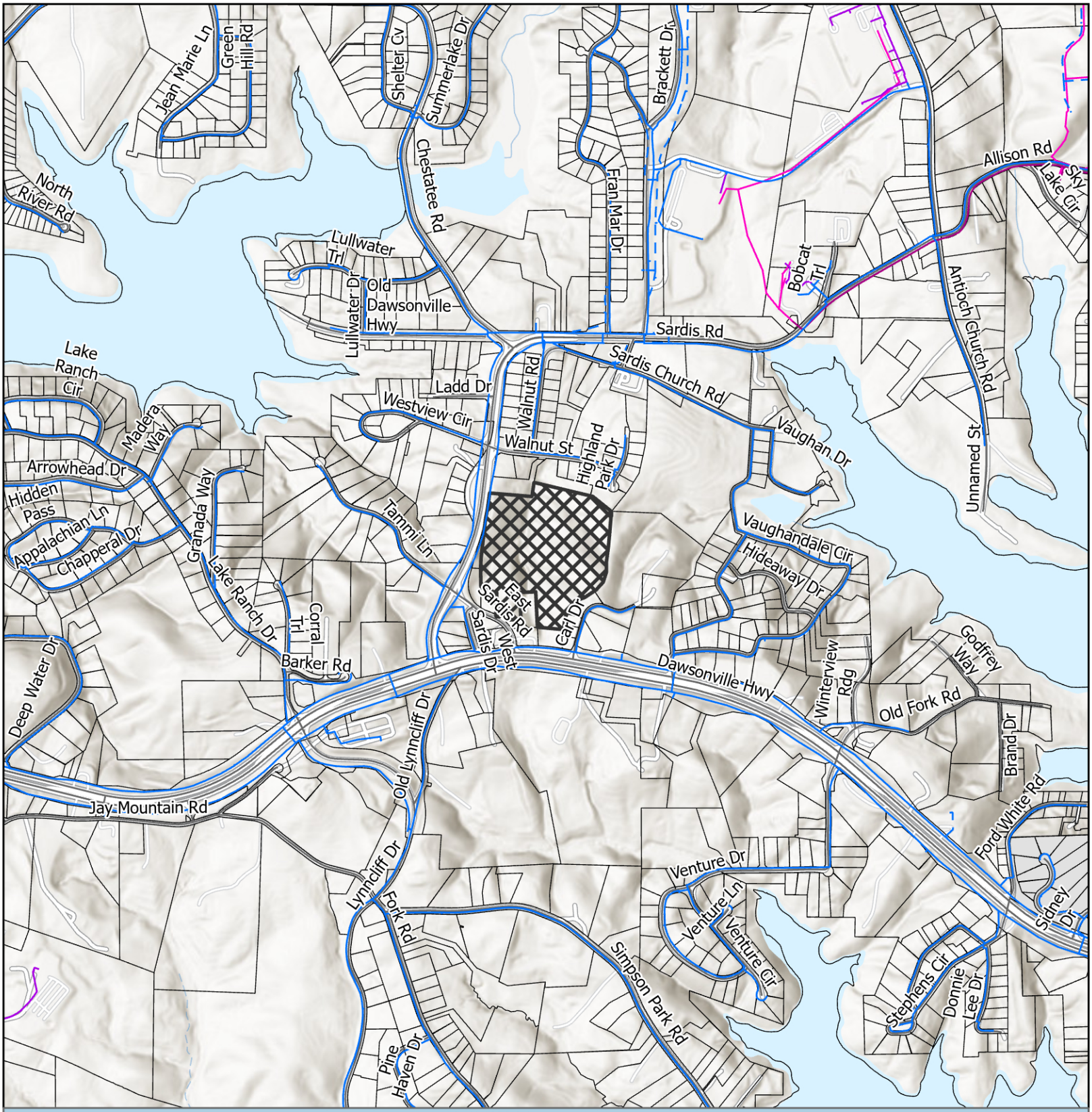
Subject Area
City Limits

Zoning
AR-1
H-B
PCD
PRD
R-1
S-S
V-C

Applicant: DCCM
Tax Parcel #: 10071 000136
Location: 2632 Sardis Road
Commission District 2

HALL COUNTY
GEORGIA
We have it all in Hall

Date Prepared: 4/24/2026



Utilities Map

- Private of Other System
- Waterline
- Preliminary Waterline
- Gainesville Forcemain
- Gainesville Sewerlines
- Subject Area
- City Limits

Applicant: DCCM
Tax Parcel #: 10071 000136
Location: 2632 Sardis Road
Commission District 2

HALL COUNTY
GEORGIA
We have it all in Hall

Date Prepared: 4/27/2026



Site Plan & Aerial Map

Subject Area

Applicant: DCCM
Tax Parcel #: 10071 000136
Location: 2632 Sardis Road
Commission District 2

HALL COUNTY
GEORGIA
We have it all in Hall

Date Prepared: 4/24/2026



N

Subject Property
Against
Support

0 470 940 Feet

Public Comments Map

Subject Property Address:
2632 Sardis Road

Applicant:
DCCM

Comments received outside of an approximately 0.5 mile buffer range of the subject property may not be displayed on the map. Additionally, some comments are submitted while omitting a home address.

The total number of comments is included below for reference and transparency.

Against: 4
Support: 0

Date Prepared: 5/27/2026

HALL COUNTY GEORGIA
We have it all in Hall


Sargenian













000413

HALL COUNTY, Georgia
Real Estate Transfer Tax
Paid $ -0-
Date 02-11-10
Charles Baker
Superior Court Clerk
By JN
PT61 069- 2010-000893

GEORGIA, HALL COUNTY, CLERK SUPERIOR COURT
Filed in office, this 11 day of February
20 10 at 9:42 Am. Recorded in Deed
Book 6664 Page(s) 413-415
Charles Baker, Clerk By JN

002576

After recording, please return to: ✓
Chamberlain, Hrdlicka, White, Williams & Martin
One Ninety-one Peachtree Tower, 34th Floor
191 Peachtree Street, N.E.
Atlanta, Georgia 30303-1747
Attn: ~~J. Scot Kirkpatrick, Esq.~~ Joseph Forte
Telephone: 404.659.1410

STATE OF GEORGIA
COUNTY OF FULTON

GENERAL WARRANTY DEED

THIS INDENTURE, made this 27th day of October, 2009, between **RAYMOND D. SCHOENBAUM**, as party of the first part, hereinafter called Grantor, and **RAYMOND D. SCHOENBAUM, AS TRUSTEE OF THE 2009 RAYMOND D. SCHOENBAUM LIVING TRUST**, as party of the second part, hereinafter called Grantee. The words "Grantor" and "Grantee" shall include their respective heirs, successors and assigns and, further, the singular shall include the plural where the context requires or permits.

WITNESSETH:

That Grantor, for and in consideration of $10.00 cash in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee:

> ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 71 of the 10th Land District, Hall County, Georgia, being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the **Property**").

TO HAVE AND TO HOLD the Property, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise pertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE GRANTOR will warrant and defend the right and title to the above-described property unto the Grantee against the claims of all persons whomsoever, subject, however, to the Permitted Exceptions.

IN WITNESS WHEREOF, the Grantor has signed and sealed this instrument on the date first written above.

Signed, sealed and delivered in the presence of:

Joe S. Ellis
Unofficial Witness

Tricia Crupi
Notary Public
My commission expires: 10/27/09

(Notary Seal)

Tricia Crupi NOTARY PUBLIC COMM. EXP. 10/27/09 Cobb Cty. GA

_____ (Seal)
Raymond D. Schoenbaum

---------- [SPACE ABOVE THIS LINE FOR RECORDING DATA] ----------

After recording, please return to:
Republic Commercial Title Company, LLC
6111 Peachtree Dunwoody Road, Building D
Atlanta, Georgia 30328

eFiled and eRecorded
DATE: 02/13/2026
TIME: 5:21 PM
DEED BOOK: 9802
PAGE: 430 - 433
FILING FEES: $25.00
TRANSFER TAX: $420.00
PT61: 069-2026-001012
RECORDED BY: TH
CLERK: Mark Pettitt
Hall County, GA

LIMITED WARRANTY DEED

STATE OF GEORGIA

COUNTY OF HENRY

THIS INDENTURE, made this 13 day of February, 2026, between RAYMOND D. SCHOENBAUM, AS TRUSTEE OF THE 2009 RAYMOND D. SCHOENBAUM LIVING TRUST ("Grantor"), and WILLIAM R. POWELL ("Grantee") (the words "Grantor" and "Grantee" to include their respective legal representatives, successors, and assigns where the context requires or permits).

WITNESSETH that Grantor, for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS in hand paid at and before the sealing and delivery of these presents, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto Grantee, to wit:

> ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 71 OF THE 10TH LAND DISTRICT OF HALL COUNTY, and being more particularly described in Exhibit "A" attached hereto and incorporated by this reference herein; TOGETHER with any and all easements, rights-of-way, appurtenances, or rights appertaining or in anywise belonging thereto (the "Property").

TO HAVE AND TO HOLD the Property, 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; SUBJECT, HOWEVER, to those items expressly referenced at Exhibit "B" attached hereto and incorporated herein by reference (the "Permitted Title Exceptions").

AND THE SAID Grantor will warrant and forever defend the right and title to the Property unto the said Grantee against the claims of all persons claiming by, through, or under Grantor only.

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

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

Commission Expiration Date: 5/23/28

[NOTARIAL SEAL]

GRANTOR:

RAYMOND D. SCHOENBAUM, AS TRUSTEE OF THE 2009 RAYMOND D. SCHOENBAUM LIVING TRUST

By: _____(SEAL)
Name: Raymond D. Schoenbaum
Title: Trustee

EXHIBIT "A" — LEGAL DESCRIPTION

All that tract and parcel of land lying and being in Land I.ot 71 of the 10th Land District. Hall County. Georgia. as shown and delineated as 27.104 acres on plat of said property prepared for Betty Waidrip by Donald Williams. Registered Land Surveyor, American Land Surveyors dated May 9, 1989. and revised March 6. 1991. and recorded at Plat Book 148. Pages 4-5, Hall County Plat Records.

Said property is a portion of the tract of real property conveyed by Carolyn Cook Kinney to ,lack Waldrip in a Warranty Deed dated March 10, 1989 and recorded at Deed Book 1323, Pages 106108, Hall County Deed Records.

LESS AND EXCEPT:

All that tract or parcel of land. situate, lying and being in Land Lot 71 of the 10th Land District of Hall County, Georgia, containing 1.00 acre as shown on survey for Kangaroo. Inc. prepared by Farley-Collins 6 Associates. Registered Surveyors. dated December 13. 1995. and being more particularly described according to said Farley-Collins Survey as follows:

TO ARRIVE AT THE TRUE POINT OF BEGINNING. COMMENCE at a point where the Northerly right-of-way of State Highway No. 53 intersects the Easterly right-of-way of Sardis Road - Cutoff: thence South 88 degrees 40 minutes 00 seconds East 190.64 feet to an iron pin corner: thence North 1 degrees 23 minutes 00 seconds west 169.43 feet to an iron pin corner. which iron pin corner is the TRUE POINT 01: BEGINNING: thence from said TRUE POINT OF BEGINNING South 88 degrees 34 minutes 00 seconds West 82.76 feet to a point: thence North 38 degrees 57 minutes 26 seconds West 100.00 feet to a point: thence North ! degrees 23 minutes 00 seconds West 240.63 feet to an iron pin corner: thence North 88 degrees 37 minutes 00 seconds East 143.74 feet to an iron pin corner: thence South I degrees 23 minutes 00 seconds East 319.61 feet to the TRUE POINT OF BEGINNING.

Said property being the same tract of real properly conveyed by Raymond Schoenbautn to Mansfield Oil Company of Gainesville. Inc. in a Warranty Deed dated January 26. 1996 and recorded at Deed Book 2542. Pages 304-305. Hall County Georgia Records.

ALSO LESS AND EXCEPT any portion of the property set forth above contained within that certain Right of Way Deed from Raymond Schoenbaum to the Department of Transportation, dated April 4, 2003, filed April 4, 2003 and recorded in Deed Book 4521, Page 522, records of the Superior Court of Hall County, Georgia.

C

EXHIBIT "B"

1. All taxes for the year 2025 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.

2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

3. Easements or claims of easements, not shown by the Public Records

4. Taxes or special assessments which are not shown as existing liens by the Public Records.

5. Right of Way Easement from B.H. Kinney to Jackson Electric Membership Corporation, a corporation, dated August 13, 1964, filed August 18, 1964 and recorded in Deed Book 288, Page 516, records of the Superior Court of Hall County, Georgia.

6. Easements as contained within that certain Right of Way Deed from B. H. Kinney to Hall County, **a** political subdivision of the State of Georgia, dated April 28, 1965, filed May 20, 1965 and recorded in Deed Book 305, Page 533, aforesaid records.

7. Easements as contained within that certain Right of Way Deed from B. H. Kinney to Hall County, a political subdivision of the State of Georgia, dated June 26, 1967, filed XX August XXXX and recorded in Deed Book 352, Page 367, aforesaid records.

8. Ingress and Egress Easement from Carolyn Cook Kinney to Jack Waldrip, dated March 10, 1989, filed March 13, 1989 and recorded in Deed Book 1323, Page 101, aforesaid records.

9. Easements as contained within that certain Warranty Deed from Carolyn Cook Kinney to Jack Waldrip, dated March 10, 1989, filed March 13, 1989 and recorded in Deed Book 1323, Page 106, aforesaid records.

10. Relinquishment of access rights (except where designated by the Department of Transportation) and easements as contained in that certain Right of Way Deed from Raymond Schoenbaum to the Department of Transportation, dated April 4, 2003, filed April 4, 2003 and recorded in Deed Book 4521, Page 522, aforesaid records.

11. Perpetual Easement — Water Main from Raymond Schoenbaum to City of Gainesville, Georgia, dated November 10, 2005, filed November 18, 2005 and recorded in Deed Book 5512, Page 491, aforesaid records.

12. All matters affecting subject property as shown on the following plats, all aforesaid records:

    (A) Plat Book 21, Page 105;
    (B) Plat Book 33, Page 173
    (C) Plat Book 38, Page 26;
    (D) Plat Book 135, Page 6;
    (E) Plat Book 135, Page 7;
    (F) Plat Book 148, Page 4; and
    (G) Plat Book 148, Page 5.

LEGAL DESCRIPTION for ZONING PURPOSES ONLY

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 71, 10TH DISTRICT, HALL COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH RIGHT OF WAY OF EAST SARDIS ROAD; THENCE ALONG THE NORTH RIGHT OF WAY OF EAST SARDIS ROAD THE FOLLOWING COURSES AND DISTANCES: NORTH 55°32'51" WEST, 46.99 FEET TO A POINT; THENCE NORTH 62°35'22" WEST, 41.41 FEET TO A POINT; THENCE LEAVING THE NORTH RIGHT OF WAY OF EAST SARDIS ROAD THE FOLLOWING COURSES AND DISTANCES: NORTH 03°47'09" EAST, 200.00 FEET TO A POINT; THENCE NORTH 66°05'28" WEST, 156.30 FEET TO A POINT; THENCE NORTH 01°00'18" EAST, 161.40 FEET TO A POINT; THENCE NORTH 03°22'31" EAST, 86.40 FEET TO A POINT; THENCE NORTH 07°54'05" EAST, 422.28 FEET TO THE EAST RIGHT OF WAY OF SARDIS ROAD; THENCE ALONG THE EAST RIGHT OF WAY OF SARDIS ROAD NORTH 07°42'50" EAST, 174.78 FEET TO A POINT; THENCE LEAVING THE EAST RIGHT OF WAY OF SARDIS ROAD THE FOLLOWING COURSES AND DISTANCES: SOUTH 83°50'47" EAST, 394.31 FEET TO A POINT; THENCE NORTH 08°59'36" EAST, 129.52 FEET TO A POINT; THENCE SOUTH 75°18'24" EAST, 555.62 FEET TO A POINT; THENCE SOUTH 50°39'20" EAST, 216.31 FEET TO A POINT; THENCE SOUTH 21°36'54" WEST, 53.31 FEET TO A POINT; THENCE SOUTH 06°04'09" WEST, 133.09 FEET TO A POINT; THENCE SOUTH 06°40'07" WEST, 141.80 FEET TO A POINT; THENCE SOUTH 08°51'48" WEST, 135.57 FEET TO A POINT; THENCE SOUTH 00°39'29" WEST, 86.27 FEET TO A POINT; THENCE SOUTH 18°58'30" WEST, 95.78 FEET TO A POINT; THENCE SOUTH 43°32'35" WEST, 95.10 FEET TO A POINT; THENCE SOUTH 57°41'31" WEST, 128.30 FEET TO A POINT; THENCE SOUTH 72°54'40" WEST, 95.56 FEET TO A POINT; THENCE SOUTH 30°30'19" WEST, 176.58 FEET TO A POINT; THENCE SOUTH 73°05'04" WEST, 258.41 FEET TO A POINT; THENCE NORTH 01°33'17" WEST, 320.06 FEET TO A POINT; THENCE SOUTH 88°26'42" WEST, 143.74 FEET TO A POINT; THENCE SOUTH 01°33'18" EAST, 240.63 FEET TO A POINT; THENCE SOUTH 88°21'30" WEST, 150.12 FEET TO THE **POINT OF BEGNINNING.**

SAID TRACT CONTAINS 25.9 ACRES, MORE OR LESS.

CITY OF
GAINESVILLE

WATER RESOURCES

September 17, 2025

Rochester | DCCM
Attn: Bradley Dunckel, PE
425 Oak Street, NW
Gainesville, GA 30501

Re: Water Availability
Proposed Mixed-Use Development
2632 Sardis Road
PIN: 10071 000136

Dear Mr. Dunckel,

The purpose of this letter is to confirm the availability of water service to the above-referenced property.

The City of Gainesville owns and operates an existing 8-inch DIP water main in the right-of-way of Sardis Road along the frontage of the subject property

Currently, the City has adequate domestic water capacity to serve your proposed mixed-use development.

This confirmation of water availability is good for one year from the date of this letter at which time, it will become null and void unless engineered plans have been submitted for issuance of a development permit.

Please call me at (770) 538-2452 should you have any questions.

Sincerely,

Nick Swafford

Nick Swafford
Permitting Services and GIS Manager

cc: Tracy Robar, P.E., Engineering and Construction Div. Manager
Chris Thornhill, Project Manager

Hall County Environmental Health

Location: 2875 Browns Bridge Road, Gainesville, GA 30504
Mailing Address: P. O. Box 5901, Gainesville, GA 30504
PH: 770-531-3973 • www.phdistrict2.org

Banks, Dawson, Forsyth, Franklin, Habersham, Hall, Hart, Lumpkin, Rabun, Stephens, Towns, Union and White Counties

To: Katie Ahmed, Director of Planning and Zoning

From: Hall County Environmental Health Department

Date: April 29, 2026

Subject: May 28, 2026 Hall County Board of Commissioners Meeting – Planning Items

Environmental Health has reviewed the Planning items listed below for the above referenced meeting. Please be advised that Environmental Health comments are provided the basis of information provided by the applicantand on current regulations and policies. If the information, site conditions, regulations, and/or policies, etc. change after comments are provided, these recommendations/comments will be invalidated. The comments provided are not considered approval. Furthermore, Board of Commissioners approval does not constitute Environmental Health approval.

* 0 Stringer Rd, Stump/Becker: No comment.

* 866 Gainesville Hwy, Taylor & Mathis: Must meet all Environmental Health commercial septic system permitting requirements if public sewer is not available. Written documentation from Buford Utilities required stating sewer not available at time of plan review application. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation may be required after review of business plan.

* 2632 Sardis Rd, DCCM: Must meet all Environmental Health commercial septic system permitting requirements. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation may be required after review of business plan. No community septic systems to be permitted by Environmental Health. All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. Further determination will be made during the plat review process. All proposed plats must be submitted to the Hall County Plat Review Team for review and approval prior to submittal to Clerk of Courts for recordation.

* 5351 Lanier Islands Pkwy, Bell: No comment.

* 5831 Hilltop Dr, McDaniel: No comment.

* 5964 Overby Rd, Riggs: Must meet all residential permitting requirements. An original copy of the Level 3 soil evaluation, a copy of recorded plat, and a detailed site plan will be required at time of septic permit application. Please note that BOC approval does not imply approval from other county departments.

* 5989 Lanier Islands Pkwy, Wood: 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.

Outlook

5-28-26 Hall County Rezoning GDOT Comments

From Hash, Christopher M <CHash@dot.ga.gov>
Date Fri 4/17/2026 4:29 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.

Good Afternoon Kaitlyn,

Please see the below comments in red.

866 Gainesville Hwy Taylor and Mathis - Applicant will need to coordinate with GDOT District 1 Traffic Operations Office for consideration of driveways.
2632 Sardis Rd - DCCM - Applicant will need to coordinate with GDOT District 1 Traffic Operations Office for consideration of driveways.
5351 Lanier Islands Pkwy - Keith Bell - Applicant will need to coordinate with GDOT District 1 Traffic Operations Office for consideration of driveways.
5831 Hilltop Dr - Doug McDaniel - Off system, no impacts to the state route expected.
0 Stringer Rd - Patricia Stump Laurence Becker - Off system, no impacts to the state route expected.
5989 Lanier Islands Pkwy - Benji Wood - Applicant will need to coordinate with GDOT District 1 Traffic Operations Office for consideration of driveways.
5964 Overby Rd - Nancy Riggs - Off system, no impacts to the state route 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

I will be out of the office from 4-18-26 to 5-3-26 please contact the Traffic Operations Office at 770-530-5456 for assistance during this period.

Outlook

5-28-26 Hall County Rezoning GDOT Comments

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Wed 4/29/2026 11:27 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Dorminey, Madison N <mdorminey@dot.ga.gov>
Sent: Wednesday, April 29, 2026 11:14 AM
To: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Cc: Lynn Taylor (Planning) <ltaylor@hallcounty.org>; Brent Cook (Engineering) <becook@hallcounty.org>
Subject: RE: 5-28-26 Hall County Rezoning GDOT Comments

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.

Kaitlyn,

In addition to the comment regarding coordination with GDOT D1 for driveway consideration, please make sure the initial comment (below) is also included:

The proposed access does not me GDOT driveway spacing requirements. Sight distance appears to be limited and would need to meet AASHTO Greenbook requirements. Full length right turn lane would not be able to be installed due to spacing constraints. All access should either be joint use with an existing access or use the internal connection from E Sardis Rd with potential improvements at E Sardis Rd and SR 53.

Thanks,

Madison Dorminey, P.E.
Assistant District Traffic Engineer

GDOT Georgia Department of Transportation

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

From: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Sent: Wednesday, April 29, 2026 11:06 AM
To: Dorminey, Madison N <mdorminey@dot.ga.gov>
Cc: Lynn Taylor (Planning) <ltaylor@hallcounty.org>; Brent Cook (Engineering) <becook@hallcounty.org>
Subject: Fw: 5-28-26 Hall County Rezoning GDOT Comments

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

DIRECTOR
Jorge Gomez, P.E.

Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

M E M O R A N D U M

To: Katie Ahmed, Planning and Zoning Director

From: Jorge Gomez, Director of Public Works and Utilities

Date: April 28, 2026

Subject: May 28, 2026
Board of Commissioners Agenda

Please be advised that our office has reviewed the Hall County Board of Commissioners' agenda for the May 28, 2026, meeting. Upon review, we provide the following comments.

0 Stringer Rd

- **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:** Common access driveway standards may apply dependent upon the final development plan.
- **Utilities:** No comment. Property is in Hall County service area but sewer is not available near that location.

2632 Sardis Road

- **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage. Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
- **Traffic:** A trip Generation memo has not been provided to substantiate the stated trip volume to proposed access on Sardis Rd. shall be limited to a single right-in/right-out operation with a right turn lane. Any access on East Sardis will be subject to review and approval by Public Works. Inter parcel access will be required for all commercial sites. A traffic impact study may be required pending review by Public Works. GDOT approval for the driveway on SR 53 should be provided before the traffic impact study is prepared. If GDOT does not allow access to SR 53, it will impact trip distribution.
- **Utilities:** Proposed development will have a private on-site sewerage system. Sewerage system shall be reviewed and permitted by GA EPD. Hall County will not maintain this sewer system.

5351 Lanier Island Parkway

- **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
- **Traffic**: As access is on SR 347 and subject to review by GDOT, traffic has no concerns with this request.
- **Utilities:** No comment. Property is not located in the Hall County service delivery area.

5831 Hilltop Drive

- **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
- **Traffic**: The comments on condition # 2 included in the April 10, 2026 memo are still applicable
- **Utilities**: No comment. Property is not located in the Hall County service delivery area.

5964 Overby Road

- **Engineering**: Show FEMA and Hall County studied Flood plains that are present on site
- **Traffic:** The proposed zoning change will not significantly increase traffic volumes
- **Utilities:** No comment. Property is not located in the Hall County service delivery area.

5989 Lanier Islands Parkway

- **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
- **Traffic:** Access to the proposed development is from SR 347. A GDOT access permit will be required.
- **Utilities:** No comment. Property is not located in the Hall County service delivery area.

866 Gainesville Hwy

- **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage. Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
- **Traffic:** Access to the proposed development is from SR 13. A GDOT access permit will be required.
- **Utilities:** No comment. Property is not located in the Hall County service delivery area.

Hall County Government
FIRE RESCUE

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE BOX 907730
GAINESVILLE, GA 30501

t: 770.531-6838 | f: 770.531.6845

FIRE CHIEF
Jerry Smith

To: Katie Ahmed, Director of Planning and Zoning
From: Hall County Fire Marshal's Office
Date: 4/20/26
Subject: Date Hall County Board of Commissioners meeting – Planning Items - 5-28-2026 BOC Fire Comments
Please be advised that our office has reviewed the Planning items forwarded to the Hall County Board of Commissioners for consideration at the 5/28/26 meeting. Upon review, we provide the following comments.

• 0 Stringer Road | Variance to Section 3.2 | Patricia Stump & Laurence Becker, applicant

The Hall County Fire Marshal's Office has no comments as proposed.

• 5351 Lanier Islands Parkway | Special Use | Keith Bell, applicant

The Hall County Fire Marshal's Office has no comments as proposed.

• 5831 Hilltop Drive | Special Use | Doug McDaniel, applicant

The current condition of Hilltop Drive does not meet fire code regarding required road width of 20 feet from Atlanta Highway to the commercial development. Meeting the requirement of condition 2 of the Memorandum dated 4/10/26 would satisfy the fire code requirement.

• 5964 Overby Road | Rezone | Nancy E Riggs, applicant

The Hall County Fire Marshal's Office has no comments as proposed.

• (A) 2632 Sardis Road| Rezone | DCCM, applicant

The Hall County Fire Marshal's Office considers the plan conceptual and if approved it may require modifications during development review to meet Life Safety and International Fire Code requirements including any applicable state fire code modifications.

• (B) 2632 Sardis Road | Special Use | DCCM, applicant

The Hall County Fire Marshal's Office considers the plan conceptual and if approved it may require modifications during development review to meet Life Safety and International Fire Code requirements including any applicable state fire code modifications.

• (A) 5989 Lanier Islands Parkway| Rezone | Benji Wood, applicant

Hall County Fire Marshal's Office Comments:

1) The 20,000 SF building will require a supervised fire protection system
2) Based off the location of existing fire hydrants additional fire hydrant(s) may be required
3) The building shall be tested for approved emergency responders radio coverage within the building based on existing coverage levels of the public safety communication system utilized by the jurisdiction.

• (B) 5989 Lanier Islands Parkway | Special Use | Benji Wood, applicant

Hall County Fire Marshal's Office Comments:

4) The 20,000 SF building will require a supervised fire protection system
5) Based off the location of existing fire hydrants additional fire hydrant(s) may be required
6) The building shall be tested for approved emergency responders radio coverage within the building based on existing coverage levels of the public safety communication system utilized by the jurisdiction.

• (C) 5989 Lanier Islands Parkway | Variance to Section 6.2.5 | Benji Wood, applicant

Hall County Fire Marshal's Office Comments:

7) The 20,000 SF building will require a supervised fire protection system
8) Based off the location of existing fire hydrants additional fire hydrant(s) may be required
9) The building shall be tested for approved emergency responders radio coverage within the building based on existing coverage levels of the public safety communication system utilized by the jurisdiction.

• (A) 866 Gainesville Highway | Rezone | Taylor & Mathis, applicant

1) The concept plan as proposed does not meet fire code, International Fire Code 503.1.1 approved fire apparatus access roads shall be provided for every facility, building, constructed or moved into within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building. The left side and back of building do not meet the above code requirement. If approved modifications will have to be made to show fire access to the left side and back of building.

2) The building shall be tested for approved emergency responders radio coverage within the building based on existing coverage levels of the public safety communication system utilized by the jurisdiction.

• (B) 866 Gainesville Highway | Variance to Section 6.2 | Taylor & Mathis, applicant

1) The concept plan as proposed does not meet fire code, International Fire Code 503.1.1 approved fire apparatus access roads shall be provided for every facility, building, constructed or moved into within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building. The left side and back of building do not meet the above code requirement. If approved modifications will have to be made to show fire access to the left side and back of building.

2) The building shall be tested for approved emergency responders radio coverage within the building based on existing coverage levels of the public safety communication system utilized by the jurisdiction.

Regards,

John Hornick, NPQ Fire Service Plans Examiner 1

Lieutenant, Hall County Fire Rescue

Hall County Government

Main: 770-531-6838 | Cell: 404-597-0083

Website: www.Hallcounty.org

HALL COUNTY
GEORGIA

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

Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
BUSINESS LICENSE DIVISION

To: Katie Ahmed, Director of Planning and Zoning

From: Brandi Smith, Business License Director

Date: April 21, 2026

Subject: May 28, 2026 Hall County Board of Commissioners meeting- Planning Items

---

Please be advised that our office has reviewed the Planning items forwarded to the Hall County Board of Commissioners for consideration at the May 28, 2026 meeting. Upon review, we provide the following comments.

- 2632 Sardis Road – DCCM
  - Any future businesses will need to obtain a business license with the Hall County Business License department.
- 5351 Lanier Islands Pkwy – Keith Bell
  - CB Farms has an active business license. Their opening date for their business license was October 11, 2024. We have received no complaints regarding the business.
- 5831 Hilltop Drive – Doug McDaniel
  - Corbelstone, Inc held an active business license with Hall County from 01/01/2008 until 12/31/2025. Any future business at this address will need to apply for a business license with the Hall County Business License department.
- 5989 Lanier Islands Pkwy – Benji Wood
  - Any future businesses will need to obtain a business license with the Hall County Business License department.
- 866 Gainesville Hwy- Taylor and Mathis
  - JP Tire Shop, LLC has had an active business license with Hall County since 05/08/2017.
  - Global Imports Auto Sale 2, LLC has had an active business license with Hall County since 03/02/2018.

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

HALL COUNTY
GEORGIA
We have it all in Hall

PUBLIC NOTICE REQUIREMENTS

Zoning regulations require that public notice must be given prior to all zoning hearings as follows:

1. The Planning Department shall publish a legal advertisement no less than fifteen (15) days and no more than forty-five (45) days prior to the public hearing.

2. The Planning Department shall send notification by letter of all other property owners within a 500-foot radius of the applicant's property, 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 April 30, 2026 AND NO LATER THAN May 06, 2026.

THE ORGINAL SIGNED AFFIDAVIT MUST BE RETURNED TO THE PLANNING DEPARTMENT NO LATER THAN May 06, 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, Bradley Dunckel (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** 4/30/26 (Date) **for** DCCM (Name application filed as).

Signature _____

(The original document is required)



Live effect Remaster

Thursday, April 30, 2026 · 5:31 PM

20260430_173110.jpg



Live effect

Remaster

Thursday, April 30, 2026 · 5:41 PM

Outlook

Ssrdis Road Re: Public Notice Sign

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Fri 5/29/2026 10:04 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

2 attachments (3 MB)
pro-do5xg7Gg.jpeg; pro-42iwQlrE.jpeg;

From: Richard Ellis (Marshals) <rellis@hallcounty.org>
Sent: Friday, May 29, 2026 9:58 AM
To: Katie G. Ahmed (Planning) <kahmed@hallcounty.org>; Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Colton Brown (Marshals) <cabrown@hallcounty.org>; Amanda M. Reagan (Marshals) <areagan@hallcounty.org>
Cc: Lynn Taylor (Planning) <ltaylor@hallcounty.org>; Liliana Cortez (Planning) <lcortez@hallcounty.org>
Subject: Ssrdis Road Re: Public Notice Sign

Please note, as of January 20, Community Development and Infrastructure departments, including the Marshal's Office have been temporarily relocated to 2829 Browns Bridge Road, the Hall County Government Center Temporary Annex.

Thanks,

Sergeant Rich Ellis
Marshal's Office
Hall County Community Development and Infrastructure
(770) 531-6762 | www.hallcounty.org

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

ZONING NOTICE

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

APPLICANT: DCCM

REQUEST: REZONE FROM R-1 TO H-B FOR PERMITTED USES; SPECIAL USE FOR BOAT & RV STORAGE

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION	COUNTY COMMISSION
Date: N/A	Date: JUNE 25, 2026
Time: N/A	Time: 6.00 P.M.

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809

04-2024

May 29, 2026 09:56:48
2643 Sardis Road
Gainesville
Hall County
Georgia

ZONING NOTICE

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

APPLICANT: DCCM

REQUEST: REZONE FROM R-1 TO H-B FOR PERMITTED USES; SPECIAL USE FOR BOAT & RV STORAGE

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION
Date: N/A
Time: N/A

COUNTY COMMISSION
Date: JUNE 25, 2026
Time: 6:00 P.M.

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809

04-2024

May 29, 2026 09:51:55
2614 Sardis Road
Gainesville
Hall County
Georgia

Anael Dominguez (Administration)

From: Damian Abaddon [redacted]
Sent: Saturday, May 16, 2026 4:37 AM
To: Open Records - Administration; Jennifer Rivera (Administration)
Subject: 2332 Sardis Rd

Some people who received this message don't often get email from [redacted] Learn why this is important <https://aka.ms/LearnAboutSenderIdentification>

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

To be included in public comment 2332 Sardis Rd.

The fox's are in the hen house! Billy Powell must be called out and held accountable for his use of elected position for his personal gain, corruption, and cronyism. This has been going on for a while, but has now been made blatantly obvious by the 2332 Sardis Road rezone application. This rezone should be denied, along with any other project he has a hand in. His appointment of developer/partner/rezoning applicant Bradley Dunkle should be nullified. We now have the Processing Plant within the hen house!!

Damian Abaddon

Anael Dominguez (Administration)

From: Jennifer Rivera (Administration)
Sent: Friday, May 22, 2026 8:21 AM
To: Timothy Ader
Cc: Katie G. Ahmed (Planning); Kaitlyn Elliott (Planning); Anael Dominguez (Administration)
Subject: RE: 2632 Sardis Rd.

Your public comment was received and will be added to the record regarding this zoning application.

Thank you.

Jennifer Rivera, CMC
Board of Commissioners Clerk
Hall County Government
Tel: 770-297-2684
jrivera@hallcounty.org
www.hallcounty.org

HALL COUNTY
GEORGIA
We have it all in Hall

From: Timothy Ader [redacted]
Sent: Friday, May 22, 2026 7:49 AM
To: David Gibbs (County Commission) <dgibbs@hallcounty.org>; Billy Powell (County Commission) <bpowell@hallcounty.org>; Gregg Poole (County Commissioner) <gpoole@hallcounty.org>; Kathy Cooper (County Commissioner) <kcooper@hallcounty.org>; Jeff Stowe (County Commission) <jstowe@hallcounty.org>; Jennifer Rivera (Administration) <jrivera@hallcounty.org>
Subject: 2632 Sardis Rd.

You don't often get email from [redacted] Learn why this is important

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

Commissioners and those it may concern:

As in my letter before for this property, I oppose this rezone. Keep Sardis Road Residential. Let this new connector through our residential area be just that; a residential area that has a road through it that is easily travelled. I fear that allowing 4 commercial lots on Sardis would be the downfall of the area. I understand that this is a mystical concept for a 4 lane road to not be lined with businesses. Allowing this project would just be starting the race to develop this "new road" , decreasing its efficiency as a connector, forcing urbanization, and pushing its residents away.

After further review, I oppose the new site plan even more than before. It not only does not belong in our area.

There are major ethical concerns of the nature of this project's beginning and path to rezone and construction.

Four Commercial lots connected to and directly across the street from homes with no known uses or timeframe of use. Inter-parcel access noted as being required- poor access, limited land area and large amount of impervious setbacks.

Claims that only 20ft of the property are within the GCOD Corridor to build by different standards.

Cross traffic and U turns in the portion of the road are difficult. Currently not enough road surface for a long bed pickup or truck and trailer to make a comfortable u turn. This will not be improved with the completion of the Sardis Connector.

Project was previously recommended for denial by staff- not all concerns have been addressed.. Staff also commented that this project WAS NOT CONSISTENT with the intent of the Regional Activity Nodes

Site plan does not show the extent of grading needed.

Mass graded proposal of storage units is right next to and will be insight of residential and ag areas that have been well established for decades.

Buffers are not large enough to block view or sound.

Long to indefinite time of completion.

Zoning is supposed to protect the interests of the people – the Hall County Resident; not to benefit businesses, developers, politicians.... Residents buy homes in residential zoned areas expecting to live their lives and raise families in residential areas. Meetings often site the phrase - for future land use... as residents in residential and ag areas, we have predicted (by owning and living here) that the future land use be as already designated. The UDC should protect this.

Thanks for taking the time to listen to the concerns of a resident,

Tim Ader

Please include in public comments

Anael Dominguez (Administration)

From: Jennifer Rivera (Administration)
Sent: Tuesday, May 26, 2026 8:55 AM
To: Anael Dominguez (Administration)
Subject: FW: Sardis rezoning

Please add to HCAM.

Jennifer Rivera, CMC
Board of Commissioners Clerk
Hall County Government
Tel: 770-297-2684
jrivera@hallcounty.org
www.hallcounty.org

HALL COUNTY
GEORGIA
We have it all in Hall

From: Katie G. Ahmed (Planning) <kahmed@hallcounty.org>
Sent: Tuesday, May 26, 2026 8:00 AM
To: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Cc: Jennifer Rivera (Administration) <jrivera@hallcounty.org>
Subject: Fw: Sardis rezoning

Public comments, Thanks!

@Kaitlyn Elliott (Planning) if you could please respond.

Katie Ahmed
Director of Planning and Zoning
Hall County Government
(direct office) 770-297-2649
kahmed@hallcounty.org

From: Cathy Skinner [redacted]
Sent: Monday, May 25, 2026 9:11 AM
To: Katie G. Ahmed (Planning) <kahmed@hallcounty.org>
Subject: Sardis rezoning

You don't often get email from [redacted] Learn why this is important

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

I would like this to go on record about the Sardis Rd rezoning. Getting this denied is very important to the future of our community.
This is from Lamar and Cathy Skinner 2670 Carl Drive

This development is an environmental disaster. The land is very sloped with ridges and valleys that has water draining into a small pond. There are no flat or level areas. The tree removal and grading needed to put the amount of storage units with commercial buildings will be large. With heavy rain the amount of water runoff from buildings and Asphalt will be a chemical and erosion problem and a mosquito haven.
The development states storage units will not be visible from East Sardis or Sardis Rd. it will be in full view from Carl Drive and Walnut St. homes with only 50ft buffers which is not undisturbed. Who wants to look at possibly 500 or more storage units asphalt and retaining ponds?
The entrance for storage units is very bad because the entrance will be confused with Carl Drive entrance which is a dead end with no turn around. People driving down with trailers and campers by mistake will be a hardship for residences. Drivers will try to turn around on private property which happens way too much now with drivers sometimes ending up in ditch.
If for some reason even half the owners of storage units remove or return items from units that would be around 200 or more vehicles added to area roads in one day. That isn't including traffic from commercial businesses. This road already is packed with heavy traffic with numerous accidents.
This parcel is surrounded by long established residential neighborhoods that has historically maintained a quiet, rural residential character. Families in this community have invested in their homes with the reasonable expectation that surrounding land would remain consistent with the existing residential zoning and Hall Counties Comprehensive Plan. I know this isn't high income neighborhoods but we are taxpayers and voters.
The long established business at the Sardis Road intersection have been in place since the 1950's and 1960's. One was added in the 70's.
There is no mention of fencing to enclose the area from view. If passed it needs to hide it from view from surrounding neighborhoods with more greenspace added and less storage units.
This vote will set a precedence for future of this area for what is to come. More traffic more commercial buildings, more land erosion from water runoff.
With the amount of tree removal and grading how many of Gods creations, animals, trees will be eliminated or killed?
Vote no for this development. Sardis has been a quiet bedroom community and we want to stay that way.
Lamar and Cathy Skinner

Anael Dominguez (Administration)

From: Jennifer Rivera (Administration)
Sent: Friday, May 29, 2026 8:12 AM
To: David Murphy
Cc: Anael Dominguez (Administration); Katie G. Ahmed (Planning); Kaitlyn Elliott (Planning)
Subject: RE: 2632 Sardis Road Rezoning application public comments

Your public comment was received and will be forwarded to the Board of Commissioners for their review.

Thank you.

Jennifer Rivera, CMC
Board of Commissioners Clerk
Hall County Government
Tel: 770-297-2684
jrivera@hallcounty.org
www.hallcounty.org

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

From: David Murphy [redacted]
Sent: Thursday, May 28, 2026 3:02 PM
To: Jennifer Rivera (Administration) <jrivera@hallcounty.org>
Cc: David Murphy [redacted]
Subject: 2632 Sardis Road Rezoning application public comments

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 Members:

My wife and I (Vickie and David Murphy) live at 2742 Sardis Church Road, a property within 500 yards of 2632 Sardis Road (property asking for rezoning). We urge you to deny the request to rezone 2632 Sardis Road by voting No. Please preserve the current zoning, as it is the most compatible with our neighborhood's established character and infrastructure and hall county's comprehensive plan. We have so many changes being done to our community - including the extension of the sardis connector and the 2 large housing developments on Looper Lake Road and Antioch Church Rd, all 3 within close proximity of this proposal. Let's slow down and consider the quality that our neighborhood now affords.

Specific negative considerations that this type of development will foster include:

1. Incompatibility with Residential Character

Aesthetics and Eyesores: Large recreational vehicles and multi-story boat stacks (often reaching up to 90 feet) ruin the visual character of the area. I do not think owners have had the opportunity to comment on the size of this proposal.

No Community Benefit: Facilities bring very few, if any, permanent jobs and zero direct benefits to local residents.

2. Traffic and Safety Hazards

- **Oversized Vehicles:** Campers, heavy-duty trucks, and boat trailers are slow-accelerating and cumbersome.
- **Road Suitability:** Increased traffic. we are in the middle of the sardis road expansion and there is no indication of how this will impact neighborhood . Not the time to increase traffic of this sort.
- **Pedestrian and Driver Risks:** Large vehicles create blind spots and severe accident risks, particularly around blind hills, tight curves, and near children.

3. Environmental and Infrastructure Strain

- **Drainage and Flooding:** Clearing the land and raising the site's elevation to accommodate large structures can worsen runoff and lead to flooding on adjacent properties.
- **Wetlands and Wildlife:** Property is very close to Lake Lanier, and there are 2 well springs either on this property or very close to boundary. In addition several owners (including us have conservation easements on our property to protect the existing wetlands and animal habitat. Light pollution from security systems and noise from boat lifts often disrupt local ecosystems.

4. Nuisance and Security Concerns

- **Noise and Lighting:** Early morning or late-night departures by boaters and campers cause excess noise and light pollution for nearby homes.
- **Security:** Open outdoor storage can become targets for vandalism, theft, or transient activity if the developer does not build adequate concrete perimeter walls instead of standard chainlink.
- **Environmental Runoff:** Potential leakage of chemicals, oil, or battery acid from stored vehicles into the neighborhood stormwater and water table. We are so very close to Lake Lanier in this area.

5. Diminished Property Values

- **Marketability:** A bordering storage yard will make our properties harder to sell and negatively impact home resale value

We are asking for a "No" vote on this rezoning.

Thank you for your attention in this matter.
David and Vickie Murphy

Anael Dominguez (Administration)

From: Jennifer Rivera (Administration)
Sent: Friday, May 29, 2026 1:05 PM
To: David Murphy
Cc: Katie G. Ahmed (Planning); Kaitlyn Elliott (Planning); Anael Dominguez (Administration)
Subject: RE: Do not support appointing C Braswell and 2632 Sardis Road RV/Boating project

Your public comment was received and will be forwarded to the Board of Commissioners for their review.

Thank you.

Jennifer Rivera, CMC
Board of Commissioners Clerk
Hall County Government
Tel: 770-297-2684
jrivera@hallcounty.org
www.hallcounty.org

HALL COUNTY
GEORGIA
We have it all in Hall

From: David Murphy [redacted]
Sent: Friday, May 29, 2026 12:29 PM
To: Billy Powell (County Commission) <bpowell@hallcounty.org>
Cc: David Gibbs (County Commission) <dgibbs@hallcounty.org>; Jennifer Rivera (Administration) <jrivera@hallcounty.org>
Subject: Do not support appointing C Braswell and 2632 Sardis Road RV/Boating project

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

Dear Commissioner Powell,

My Wife and I (Vickie and David Murphy) are constituents in District 2 and since 2004 have always felt the community was well represented by you. We would like to comment on 2 potential commission actions that we do not agree with.

1. Appointing Chris Braswell to the Impact Fee Advisory Committee. Recommending someone that, within the past 6 months or so, was removed from one board for not following the rules and cost taxpayers a lot of money - just to appoint him to another board/committee does not seem ethical nor productive, please reconsider. Is this doing the right thing for Hall County? Consider appointing someone outside the real estate industry to give the committee more balance.

2. Also your involvement in the 2632 Sardis Road RV and Boat storage project is a conflict of interest and you rightly recused yourself from voting. But who will represent the community views while you are standing in the hall. We live at 2756 Sardis Church Rd, an adjacent property between 2632 Sardis Road and Lake Lanier. Although you are not voting please share our comments with your fellow commissions who will be voting. We are a NO vote. Please preserve the current zoning, as the new proposal does not appear compatible with our neighborhood's established character, existing infrastructure and hall county's comprehensive plan. There are so many changes in progress in this part of Hall County - including the extension of the Sardis connector and the 2 large housing developments on Looper Lake Road and Antioch Church Rd, all 3 within close proximity of this proposal. Let's slow down and consider the quality that our neighborhood now affords. You must be in an odd position by being the proposer of this rezoning and also representing a community that will not benefit finically from the change. We ask the voting commissioners to vote NO on this project..

Specific negative considerations that this type of development will foster include:

1. Incompatibility with Residential Character: Aesthetics and Eyesores: Large recreational vehicles and multi-story boat stacks (often reaching up to 90 feet) ruin the visual character of the area. I do not think residents have had opportunity to look at buffers and setback of storage units.

2. No Community Benefit: Boat and RV storage bring very few, if any, permanent jobs and zero direct benefits to local residents.

3. Pedestrian and Driver Risks: Large vehicles create blind spots and severe accident risks, particularly around blind hills, tight curves, and we are very close to 3 schools.

5. Noise and Lighting: Early morning or late-night departures by boaters and campers cause excess noise and light pollution for nearby homes.

6. Security: Open outdoor storage can become targets for vandalism, theft, or transient activity. Light pollution from security systems and noise from boat lifts often disrupt local ecosystems.

6. Environmental and Infrastructure Strain: Clearing the land and raising the site's elevation to accommodate large structures can worsen runoff and lead to flooding on adjacent properties. Potential leakage of chemicals, oil, or battery acid from stored vehicles into the neighborhood stormwater and water table. We are so very close to Lake Lanier in this area.

7. Wetlands and Wildlife: Property is very close to Lake Lanier, and there are 2 well springs either on this property or very close to boundary. In addition several owners (including us have conservation easements on our property to protect the existing wetlands and animal habitat.

8. Diminished property values

Thank you for your attention to this matter,

Vickie and David Murphy
2756 Sardis Church Road
Gainesville, GA 30506
[redacted]

Outlook

2632 East Sardis Road - Denial

From John Whitmire [redacted]
Date Tue 5/26/2026 9:30 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Katie G. Ahmed (Planning) <kahmed@hallcounty.org>

You don't often get email from [redacted] Learn why this is important

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

To the Hall County Planning Board,

I am writing to formally express my strong opposition to the proposed application for 2632 East Sardis Road. I respectfully request that this proposal be denied.

The Sardis area has already experienced substantial growth and population increases in recent years. As a result, traffic congestion has worsened considerably, and residents are facing overcrowded roadways, extended commute times, and heightened safety concerns. Additional development would place even greater strain on an infrastructure system that is already struggling to accommodate current demands.

Residents of the Sardis community have consistently expressed their desire to preserve the area's primarily residential and rural character rather than permit continued overdevelopment and commercialization. Many individuals chose to reside in this community because of its peaceful atmosphere, open spaces, and lower-density environment. Approving additional growth would threaten the quality of life that residents have worked diligently to maintain.

Furthermore, there are significant concerns regarding potential conflicts of interest involving DCCM and the recent appointment of Bradley Dunkel to the Planning Board. Many citizens believe these circumstances create the appearance of bias and raise legitimate questions regarding fairness and impartiality in decisions affecting future development within the community.

The residents of the Sardis area deserve to have their concerns carefully considered and their community protected from excessive growth and worsening traffic conditions. I respectfully urge the Planning Board to support the interests of its citizens and vote against this application.

Thank you for your time and consideration.

Sincerely,

John Whitmire

Anael Dominguez (Administration)

From: Jennifer Rivera (Administration)
Sent: Thursday, May 28, 2026 9:12 AM
To: Anael Dominguez (Administration)
Subject: FW: 2632 Sardis Road Appeal

Please add to HCAM.

Jennifer Rivera, CMC
Board of Commissioners Clerk
Hall County Government
Tel: 770-297-2684
jrivera@hallcounty.org
www.hallcounty.org

HALL COUNTY
GEORGIA
We have it all in Hall

From: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Sent: Thursday, May 28, 2026 9:07 AM
To: [redacted]
Cc: Jennifer Rivera (Administration) <jrivera@hallcounty.org>; Katie G. Ahmed (Planning) <kahmed@hallcounty.org>
Subject: 2632 Sardis Road Appeal

We have received your comment and will forward it to the Board of Commissioners.

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.

From: Patricia Zapata [redacted]
Sent: Wednesday, May 27, 2026 7:50 PM
To: Katie G. Ahmed (Planning) <kahmed@hallcounty.org>
Subject: 2632 Sardis Road Appeal

You don't often get email from [redacted] Learn why this is important

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

Dear Ms. Greenway,

My name is Patricia Zapata, and I am a homeowner residing at **2669 Carl Drive, Gainesville, GA 30506**. I am writing to formally and respectfully express my strong opposition to the rezoning application for the approximately 25-acre parcel located at **2632 Sardis Road, Gainesville, GA 30506**.

This parcel is surrounded by long-established residential neighborhoods and lies within an area that has historically maintained a quiet, rural residential character. Families in this community have invested in their homes with the reasonable expectation that surrounding land would remain consistent with existing residential zoning and Hall County's Comprehensive Plan.

Of particular concern is the absence of existing public sewer infrastructure serving this area. Without sewer availability, any development would require extensive septic systems or the construction of new sewer infrastructure. Leading to potential:

- Groundwater contamination
- Pollution of natural freshwater springs
- Increased erosion and sediment flow onto adjacent residential properties
- Flooding and property damage
- Long-term environmental degradation that cannot be reversed

The proposed multi-use development — which includes boat storage, townhomes, and a retail shopping center — is incompatible with the surrounding land use and would introduce significant negative impacts, including:

- Commercial traffic and delivery vehicles on residential roadways not designed for high-volume or heavy use
- Increased safety risks and congestion along Sardis Road and HWY 53

• Noise, lighting, and extended business hours disrupting nearby homes
• Decline in residential property values

Also a big concern is the close proximity of **Sardis Elementary School (285 Sardis Rd)** and **Chestatee Academy (2740 Fran Mar Dr)**. This development would substantially increase traffic volume and commercial vehicle presence along established school routes used daily by buses, student drivers, and families. The introduction of retail and storage operations in immediate proximity to two public schools raises serious safety concerns for children and school transportation.

Hall County's Comprehensive Plan prioritizes maintaining rural residential character, protecting existing neighborhoods, and directing higher-density commercial growth to established corridors designed to support that level of activity. This proposal directly conflicts with those principles.

We are not opposed to responsible growth. We are opposed to growth that is improperly located, inconsistent with existing land-use patterns, and harmful to established residential communities.

For these reasons, I respectfully urge the Board to **deny the rezoning application for 2632 Sardis Road** and preserve the safety, stability, and residential integrity of this community.

Thank you for your time, service, and thoughtful consideration.

Sincerely,
Patricia Zapata
2669 Carl Drive
Gainesville, GA 30506

Print

Board of Commissioners Voting Meeting Comments - June 25, 2026 - Submission #145565

Date Submitted: 6/20/2026

Comments completed in the form below will be submitted into the record for the June 25, 2026 Voting Meeting of the Hall County Board of Commissioners.

First Name*

William

Last Name*

Earnest

Address1*

4179 Sutton Road

Address2

City*

Gainesville

State*

Georgia

Zip*

30506

Item for Comment*

4431 Jim Hood Road & 4474 Highland Road

Select from the list below which item you would like to register a comment on. Items are listed in the order in which they appear on the agenda.

Your Comments*

Dear Commissioners,

I am writing to express my opposition to the proposed developments currently under consideration for 4421 Jim Hood Road and 4474 Highland Road. I am opposed to the proposed 56-unit residential development in the rural area because it appears inconsistent with both the Hall County Comprehensive Plan and the Future Land Use Map designation of Rural Neighborhood within the North Hall Character Area.

County staff has already identified several concerns regarding the application, including:

• The proposed residential density exceeds the level supported by the Future Land Use Plan.

• The proposed lot sizes are substantially smaller than surrounding properties. Existing nearby lots are generally one acre or larger, while the proposed development would average approximately 12,057 square feet per lot.

• The proposed density of approximately 1.44 units per acre significantly exceeds the Comprehensive Plan's recommendation of up to 0.75 dwelling units per acre within the Rural Neighborhood designation.

• The proposal is inconsistent with the established development pattern and rural character of the surrounding area.

• Staff has concluded that the property currently has a reasonable economic use under its existing zoning classification.

The Comprehensive Plan specifically identifies these areas as places where active farms, agricultural enterprises, low-density residential uses, large lot sizes, deep setbacks, and preservation of natural features should be maintained. The plan further emphasizes protecting tree canopy, waterways, waterbodies, and open space. Approving a development at nearly double the recommended density would undermine these goals and set a precedent for additional development pressure in rural portions of the county.

The Commission's responsibility when considering zoning amendments includes evaluating whether a proposed use is suitable for the area, whether it may adversely affect adjacent properties, and whether the property already has reasonable economic use under its current zoning. Based on the findings presented by staff, it appears that significant concerns exist under each of these criteria.

I respectfully urge the Commission to deny these applications and uphold the principles outlined in the Comprehensive Plan and Future Land Use Map. Growth should occur in a manner that is consistent with adopted planning policies, protects environmental resources, preserves community character, and maintains public confidence in the zoning process.

Thank you for your time and consideration.

Sincerely,
William Earnest
4179 Sutton Road
Gainesville, GA 30506

Please write your comments in the box above.

File Upload

Choose File No file chosen

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

Follow-up Communication

Would you like a Hall County staff member to follow up with you? If so, please leave your email address or phone number in the box above. Otherwise, leave this box blank.

Print

Board of Commissioners Voting Meeting Comments - June 25, 2026 - Submission #145565

Date Submitted: 6/20/2026

Comments completed in the form below will be submitted into the record for the June 25, 2026 Voting Meeting of the Hall County Board of Commissioners.

First Name*

William

Last Name*

Earnest

Address1*

4179 Sutton Road

Address2

City*

Gainesville

State*

Georgia

Zip*

30506

Item for Comment*

4431 Jim Hood Road & 4474 Highland Road

Select from the list below which item you would like to register a comment on. Items are listed in the order in which they appear on the agenda.

Your Comments*

Dear Commissioners,

I am writing to express my opposition to the proposed developments currently under consideration for 4421 Jim Hood Road and 4474 Highland Road. I am opposed to the proposed 56-unit residential development in the rural area because it appears inconsistent with both the Hall County Comprehensive Plan and the Future Land Use Map designation of Rural Neighborhood within the North Hall Character Area.

County staff has already identified several concerns regarding the application, including:

• The proposed residential density exceeds the level supported by the Future Land Use Plan.

• The proposed lot sizes are substantially smaller than surrounding properties. Existing nearby lots are generally one acre or larger, while the proposed development would average approximately 12,057 square feet per lot.

• The proposed density of approximately 1.44 units per acre significantly exceeds the Comprehensive Plan's recommendation of up to 0.75 dwelling units per acre within the Rural Neighborhood designation.

• The proposal is inconsistent with the established development pattern and rural character of the surrounding area.

• Staff has concluded that the property currently has a reasonable economic use under its existing zoning classification.

The Comprehensive Plan specifically identifies these areas as places where active farms, agricultural enterprises, low-density residential uses, large lot sizes, deep setbacks, and preservation of natural features should be maintained. The plan further emphasizes protecting tree canopy, waterways, waterbodies, and open space. Approving a development at nearly double the recommended density would undermine these goals and set a precedent for additional development pressure in rural portions of the county.

The Commission's responsibility when considering zoning amendments includes evaluating whether a proposed use is suitable for the area, whether it may adversely affect adjacent properties, and whether the property already has reasonable economic use under its current zoning. Based on the findings presented by staff, it appears that significant concerns exist under each of these criteria.

I respectfully urge the Commission to deny these applications and uphold the principles outlined in the Comprehensive Plan and Future Land Use Map. Growth should occur in a manner that is consistent with adopted planning policies, protects environmental resources, preserves community character, and maintains public confidence in the zoning process.

Thank you for your time and consideration.

Sincerely,
William Earnest
4179 Sutton Road
Gainesville, GA 30506

Please write your comments in the box above.

File Upload

Choose File No file chosen

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

Follow-up Communication

Would you like a Hall County staff member to follow up with you? If so, please leave your email address or phone number in the box above. Otherwise, leave this box blank.

Print

Board of Commissioners Voting Meeting Comments - June 25, 2026 - Submission #145504

Date Submitted: 6/19/2026

Comments completed in the form below will be submitted into the record for the June 25, 2026 Voting Meeting of the Hall County Board of Commissioners.

First Name*

John and Sadie

Last Name*

McElroy

Address1*

2642 Walnut Street

Address2

City*

Gainesville

State*

GA

Zip*

30506

Item for Comment*

2632 Sardis Road

Select from the list below which item you would like to register a comment on. Items are listed in the order in which they appear on the agenda.

Your Comments*

Attached is a letter of absolute opposition to the 2632 Sardis Road project. This will be voted on June 25, 2026 at 6:00 pm. The No Boat Neighborhood Coalition representing the Sardis Community.

Please write your comments in the box above.

File Upload

Letter 1 to Commissioners with Neighbor Signatures (1) FLN .docx

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

Follow-up Communication

[redacted]

Would you like a Hall County staff member to follow up with you? If so, please leave your email address or phone number in the box above. Otherwise, leave this box blank.



Date: Jun 19, 2026

To: Hall County Board of Commissioners

From: Concerned Residents of District 2 and the Sardis Road Community

Regarding: Opposition to Proposed Boat Storage and Commercial Development at 2632 Sardis Road. Tax Parcel #10071 000136
(Applicant: Bradley Dunckel / Rochester | DCCM)

Dear Commissioners,

We, the undersigned residents of Hall County, write to voice our absolute opposition to the proposed mixed-use and 500-space boat/RV storage development at 2632 Sardis Road. We urge the Board of Commissioners to deny this application at the upcoming June 25, 2026, voting session based on critical environmental, safety, and ethical grounds.

Our opposition is rooted in five severe impacts to our community:

1. **Environmental Degradation:** A shift from R1-SS to a dense multi-use layout is a massive structural change for a parcel of this size. Based on the map and public county records, the plan places two large Storm Water Management (SWM) ponds sitting directly uphill from an active stream corridor. The natural spring forms a small creek that feeds directly into a shared pond partially owned by a private citizen. The pond is home to many types of fish, ducks, turtles and blue herons. I am concerned about the threat of fuel, oil, and heavy metal runoff overflowing from these basins directly into the ecosystem and eventually entering Lake Lanier.

Considering the high concentrations of automotive fluids, detergents from the proposed on-site 'Wash-Station", and heavy runoff associated with an open asphalt lot of this scale, do these ponds meet current GA EPD Blue Book requirements for water quality treatment before discharging them into a Lake Lanier tributary?

Given the density of the 500 storage spaces and necessity of taking down thousands of trees and necessary grading, I want to ensure the developer is not permitted to piping, culvert, or otherwise alter the natural flow of this spring-fed creek. A rigorous hydrological assessment of the natural spring and creek needs to be done before any rezoning is voted on.

To accommodate 60,000 sq ft of commercial space, the developer has structured the layout into four separate street-facing commercial pads directly bordering Sardis Road. The plan introduces massive amounts of impervious surfaces (concrete, asphalt, metal roofs, paving) directly uphill from the stream. Placing a heavy-use commercial septic and runoff system here guarantees groundwater seepage, threatening local wildlife and private property values.

2. **Encroachment on the Buffer:**
   The green shaded stream buffer cuts directly across the property, separating the commercial/storage development area.
   The site indicates a centralized commercial septic field situated uphill and immediately adjacent to the stream buffer and wash station.

   I am deeply concerned that high-volume commercial use and boat/RV waste could cause ground-absorption failures, sending nitrates and contaminants directly downhill into the creek and pond and into Lake Lanier.

   I would like to know if all the proposed construction encroaches on the **state mandated 25-foot stream buffer** or any **local county-specific buffers** (Which are often 50-140 feet in Hall County for protected water sheds).

3. **Severe Traffic Risks:** Forcing long, heavy trucks hauling large watercraft and RVs to merge onto and turn off E. Sardis Road at this specific, sloped intersection or onto Dawsonville Hwy will paralyze local traffic and cause major accidents. The Georgia Department of Transportation must heavily scrutinize the lack of proper infrastructure and deceleration lanes for a commercial project of this scale on a residential corridor.
   A proposed new driveway will enter East Sardis Road. Another gateway corridor will be installed by entering Dawsonville Hwy 53 for entrance to the 500 Boat/RV sites.

These two new entrances are within ½ mile of the red light at Dawsonville Hwy and Sardis Road. Traffic is already very congested in this area and will be more so when the new connector between Sardis Road and Thompson Bridge Road is completed.

4. **Homeowner Property Values:**
   When a development negatively impacts the quiet, private enjoyment of your home, it can immediately decrease property values.
   Buyers pay a premium for homes that back up to green space, woods or buffer zones. Losing that natural view and having direct line of site to 500 Boat/RV storage units can instantly reduce a home's competitive edge.
   Trees act as natural sound barriers and windbreaks.
   Removing thousands of trees will significantly increase traffic noise from Dawsonville Hwy and Sardis Road. Trees absorb massive amounts of groundwater. When they are removed, rainwater has no place to go often causing flooding or soggy yards for existing homes backing up to the development which severely hurts property values.
   During the clearing and building phases (which can take months or years) the dust, traffic and noise of heavy machinery can make our homes less appealing to potential buyers if you're trying to sell.

   This will cause great privacy loss for the entire neighborhood. The Boat/RV storage site will be visible from homeowners' back yards.
   Lights and noise from the Boat/RV site will impact the neighborhood during all hours.

   Some homeowners backing up to the development are only offered a 10 ft. buffer zone. This has to be no less than 50 ft with a nice privacy fence and fast growing trees furnished and planted by the developer.
   The development will come into the back of an entire subdivision where many families have lived for more than 35 years.

5. **Public Trust and Conflicts of Interest:** The integrity of this entire application is compromised. The applicant, Bradley Dunckel, was appointed to the Hall County Planning Commission in April 2026 while this project was active. Additionally, the necessary recusal of District 2 Commissioner Billy Powell—due to family financial ties to the target property—proves that this project does not serve the public interest, but rather narrow private interests.

Demonstrated Community Action & Legal Scrutiny:

Please be advised that the community is not treating these concerns lightly. Furthermore, our neighborhood coalition has contacted the Army Corps of Engineers and the GA EPD to conduct a rigorous hydrological assessment of the natural spring, the shared resident pond, and the proposed commercial septic layout to be sure this project stays within the State of Georgia mandated laws. We intend to hold all parties fully accountable to state and local environmental laws

As our elected representatives, your duty is to protect the safety, health, and trust of Hall County residents, not to clear the path for high-density commercial entities that degrade established neighborhoods.

We request that this formal opposition letter, along with our attached signatures, be submitted directly into the official public record for the June 25th meeting. We will be present in the commission chambers to ensure our voices are heard.

Respectfully submitted,

John and Sadie McElroy

No Boat Neighborhood Coalition
2642 Walnut St
Gainesville, GA 30506
[redacted]

cc: David Gibbs Commission Chairman
Kathy Cooper District 1
Greg Poole District 3
Billy Powell District 2
Jeff Stowe District 4

AGENDA ITEM

Planning & Zoning

REPORT TO: **Work Session (06/22/26)**

REPORT TO: **Voting Meeting (06/25/26)**

ITEM NO: 408/2026

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** *Note: Tabled at the June 11, 2026 Voting Meeting until the June 25, 2026 Voting Meeting.*

Meetings:

Work Session Date: 06/22/26 **Voting Meeting Date:** 06/25/26

Executive Summary:

Presenter: KA

Recommendation:

Staff recommends approval, with conditions, as the proposed special use is compatible with the Agricultural Residential 1 (AR-1) zoning district.

1. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval.
2. 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
JR	LT	JL	CR
Clerk			
JR			

Attachments:
Updated Board Memo
Request to Table
Board Memo
Staff Report
Application
Narrative
Site Plan
Plats
Maps
Deed
Trip Generation Memo
Updated Public Works Comment
Updated Environmental Health Comment
Updated GDOT Comment
Updated Fire Comment
Updated Tax Assessors Comment
September 2025 Environmental Health Comment
September 2025 GDOT Comment
September 2025 Public Works Comment
September 2025 Fire Comment
September 2025 Tax Assessors Comment
September 2025 Notice Sign
Public Works Traffic Memo
Business License Comment
Building Inspections Comment
Public Comments
June 11, 2026 Notice Sign
June 25, 2026 Notice Signs
Public Comment - from Bill Doucher
Public Comment - from Kelly Reams
Public Comment - from Kelly Reams 2
Public Comment - from Bill Floor
Public Comment - from Jennifer Ross-Lederer
Public Comment - from Joya Talhouk
Public Comment - from Tony & Rena Martin

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

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

PLANNING AND ZONING
DIRECTOR
Katie G. Ahmed

Hall County Government
PLANNING AND ZONING

To: David Gibbs, Chairman
Kathy Cooper, District 1 Commissioner
Billy Powell, District 2 Commissioner
Gregg Poole, District 3 Commissioner
Jeff Stowe, District 4 Commissioner

From: Katie Ahmed, Planning & Zoning Director

Date: June 16, 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**

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**

Dear Commissioners,

The above referenced applications were tabled at the applicant's request from the June 11, 2026 Board of Commissioners meeting to the June 25, 2026 meeting in order to provide additional information based on staff comments in the staff report—specifically related to traffic generation and the Conservation Use Valuation Assessment (CUVA) associated with the property. Furthermore, the applicant submitted additional hardship documents as it relates to the required variances to the Special Use standards. These documents are attached.

The applicant has submitted a Trip Assessment Memorandum prepared by TTL, dated June 11, 2026, evaluating traffic generated by the existing farm winery operations as well as projected traffic from special events. The memorandum concludes: "Based on the projected trips during the weekday, weekend, and peak hours; any event held at the winery will have little to no impact on the

surrounding traffic network." A Memorandum from Brent Cook, Assistant Public Works Director, dated June 12, 2026, states that "Public Works finds the methodology adequate and supports the conclusions of the assessment."

In 2021, when the applicant proposed construction of the farm winery building, the Environmental Health Department required that the structure be located on the same parcel as its associated septic field and repair area. To meet this requirement, the applicant submitted a reconfiguration plat, resulting in the expansion of the parcel at 4527 J M Turk Road to its current size of approximately 2.21 acres. At that time, the applicant entered into a Conservation Use Valuation Assessment (CUVA) contract for the 4567 Stanley Road property, on which the majority of the vineyard associated with the winery is located, leaving the 4527 J M Turk Road parcel out of CUVA.

With the zoning ordinance update in November 2024, the minimum lot size for a farm winery and agri-entertainment venue was established at 5 acres, a standard that did not exist when the original winery was created. Upon further review, staff's recommended Condition #1 would require an action that places the applicant in breach of his CUVA contract, resulting in substantial financial penalties. Because the 5-acre minimum was not in effect at the time of the winery's establishment and given that the adjoining 17.27± acre parcel at 4567 Stanley Road is under common ownership and contains the majority of the vineyard serving the winery, staff finds that the intent of the ordinance is met and recommends removal of Condition #1.

In conclusion, given that a Trip Assessment Memorandum has been submitted and accepted by Public Works, that the winery predates the establishment of the 5-acre minimum use standard, and that the combined acreage of the existing winery and the proposed agri-entertainment venue exceeds the 5-acre minimum requirement, staff recommends approval of the Special Use request with the following amended conditions:

1. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval.

2. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

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

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

PLANNING AND ZONING
DIRECTOR
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.

.



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:

.

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
GEORGIA
We have it all in Hall

CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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

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

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating $250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

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

I have**____ I have not X

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

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

Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/Owner's Signature: _____ **Date:** 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.

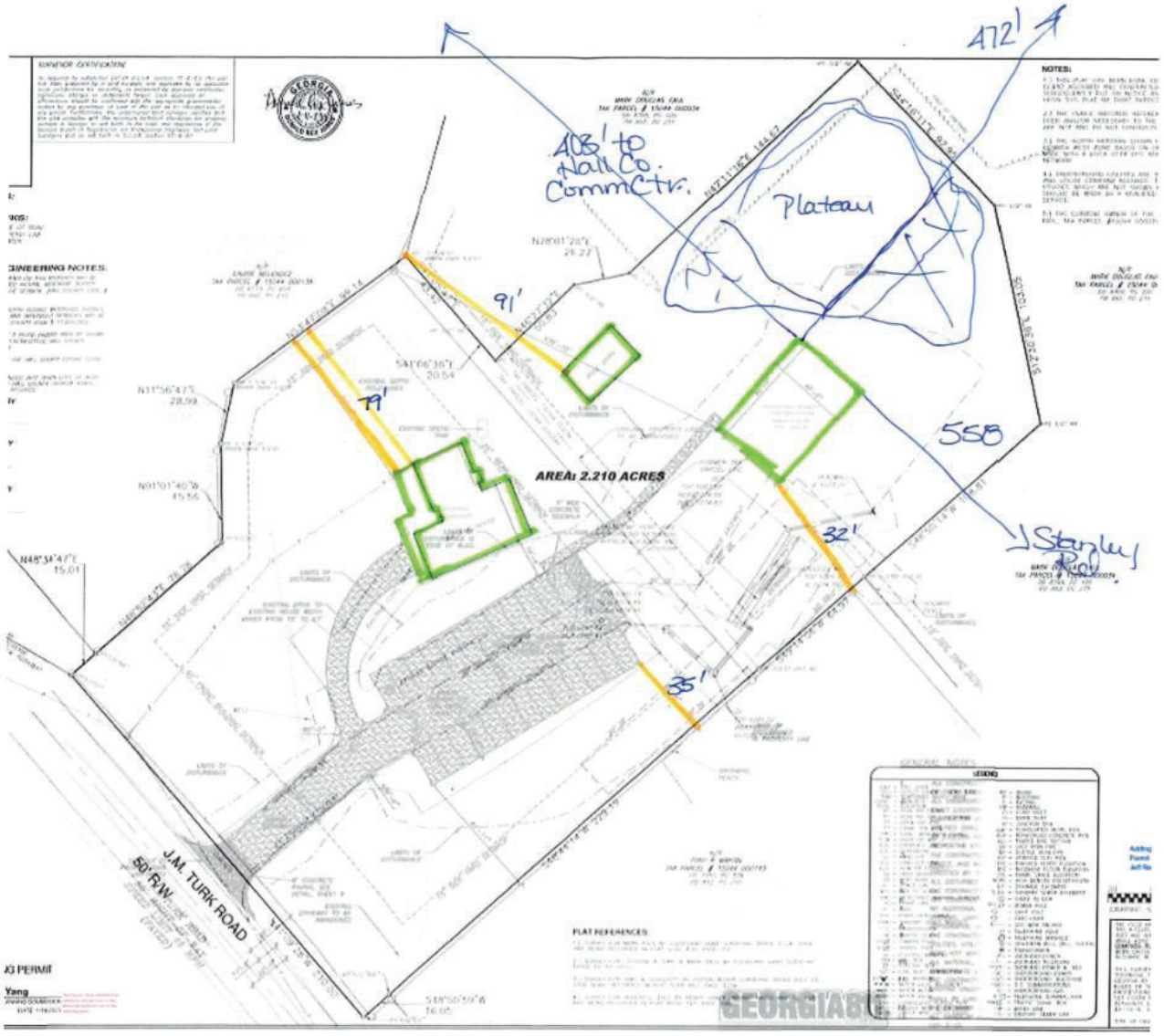
Enclosure 1 – Copy of the plats

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")

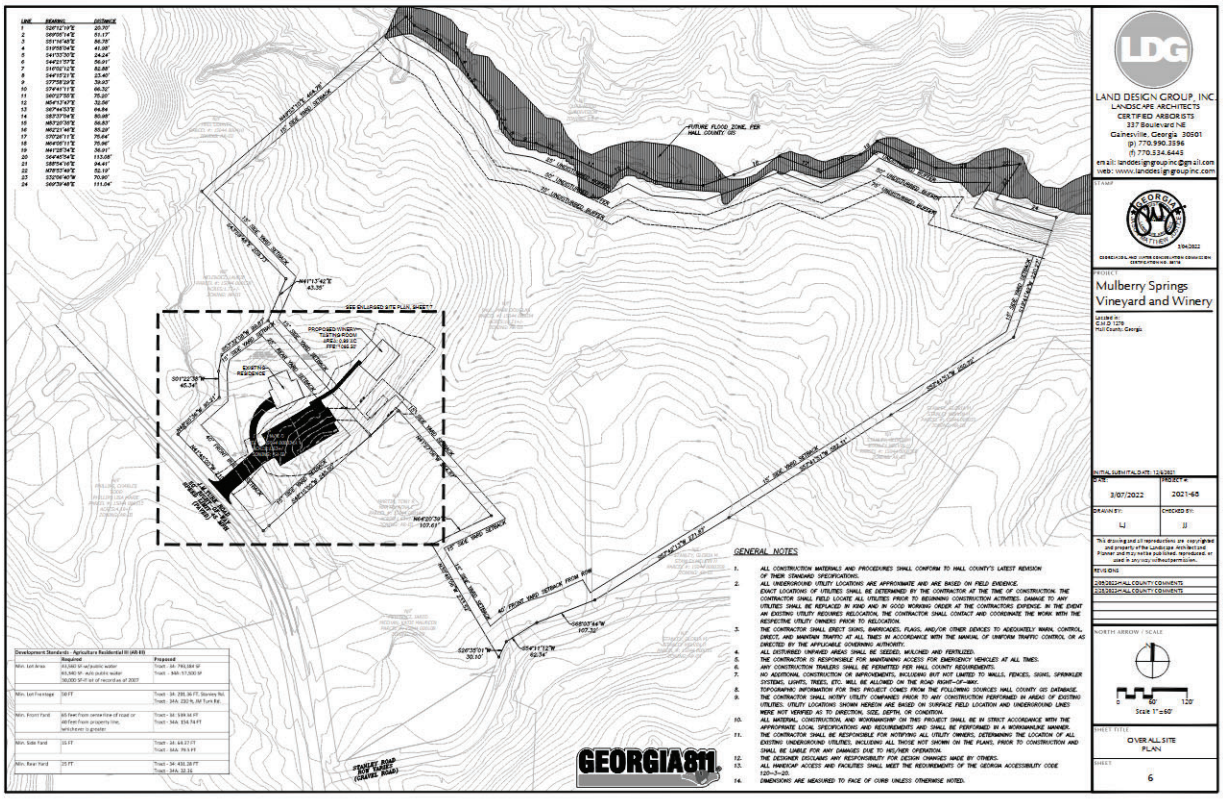
(Wherever there is a reference herein to the Grantor or the Grantee, the singular includes the plural and the masculine includes the feminine and the neuter, and said terms include and bind the heirs, executors, administrators, successors and assigns of the parties hereto.)

WITNESSETH

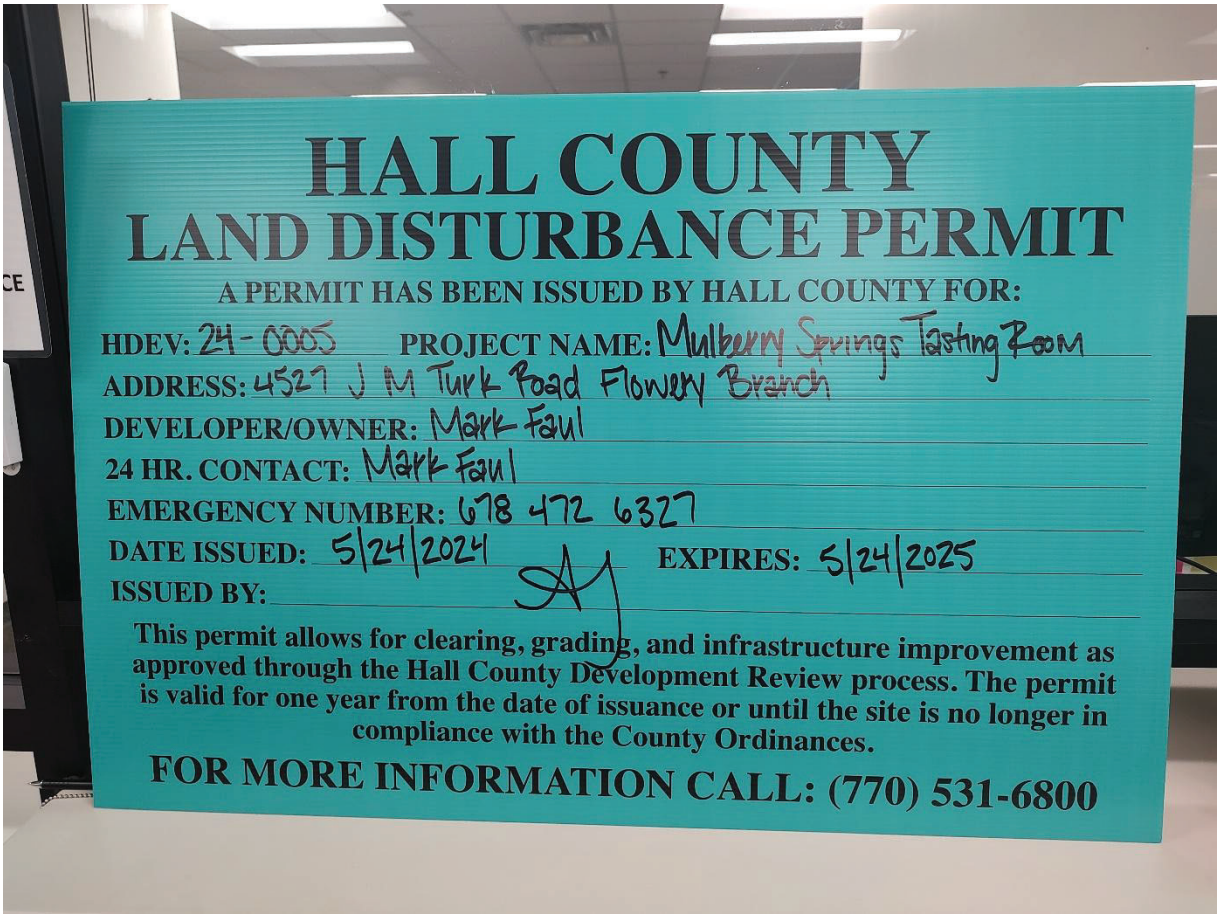
GRANTOR, in consideration of the sum of –TEN DOLLARS-- and other valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee the following 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:

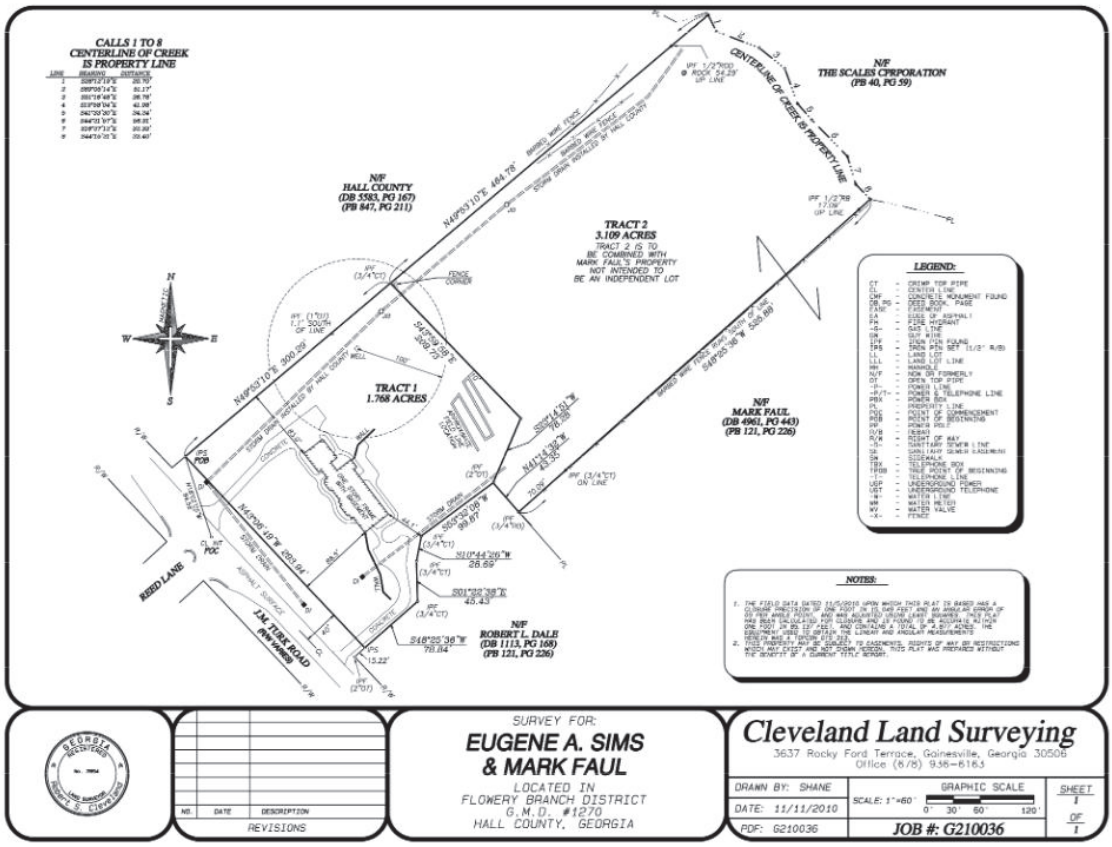
Enclosure 4 - Site Plan (approved and mostly constructed)



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

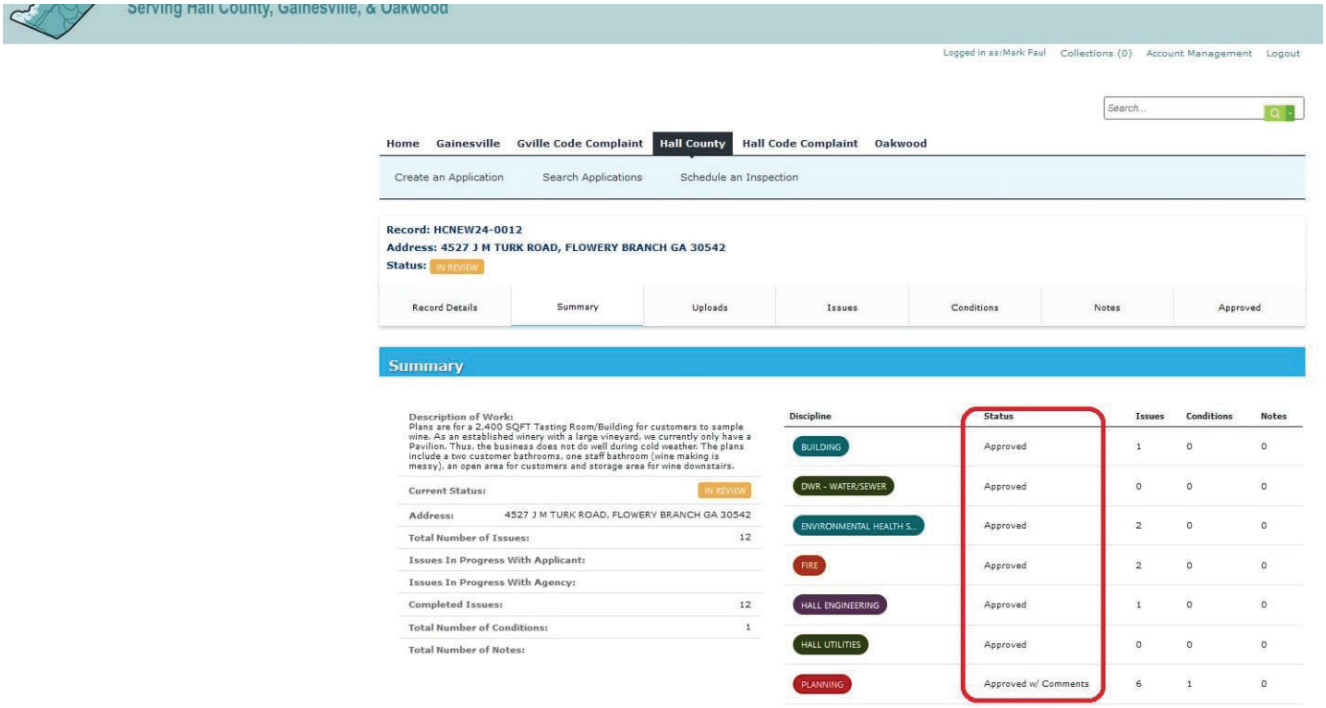
Required Deposit
1/4 and 1/2 Community Room Deposit $100
Full Community Room Deposit $200

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



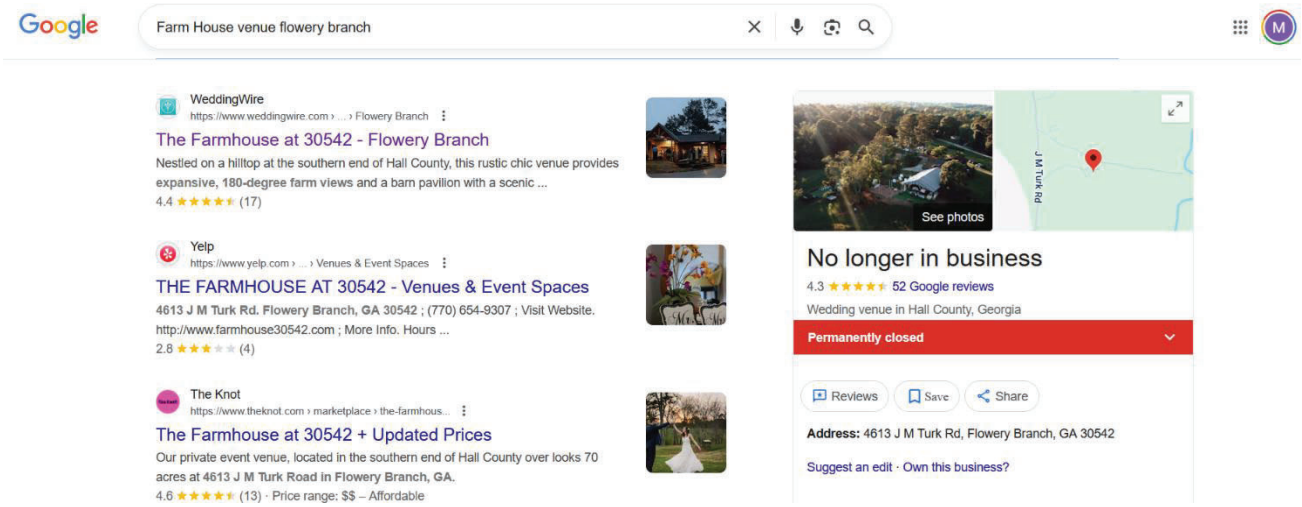
Enclosure 12



Enclosure 13 – Plateau area



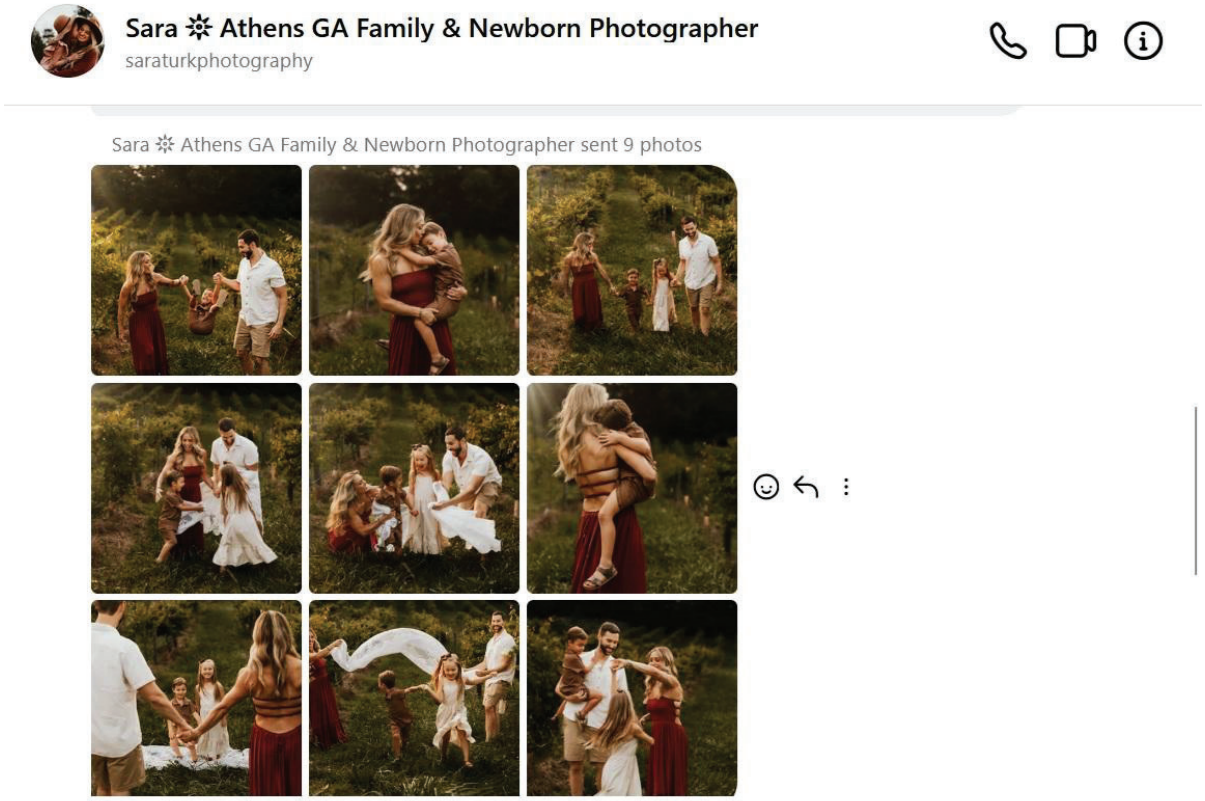
Enclosure 14



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

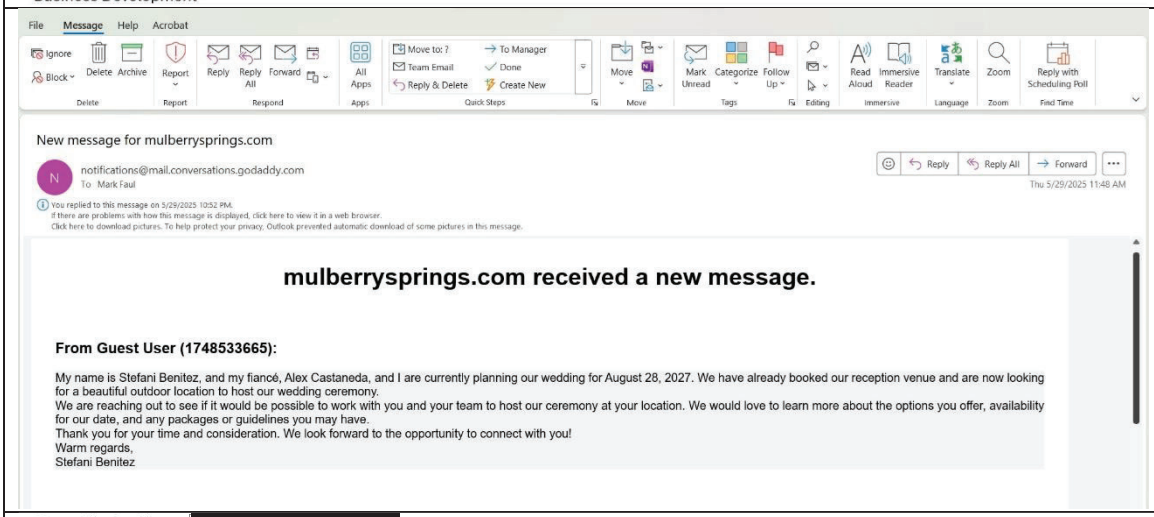
You replied to this message on 7/20/2024 5:54 AM.

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

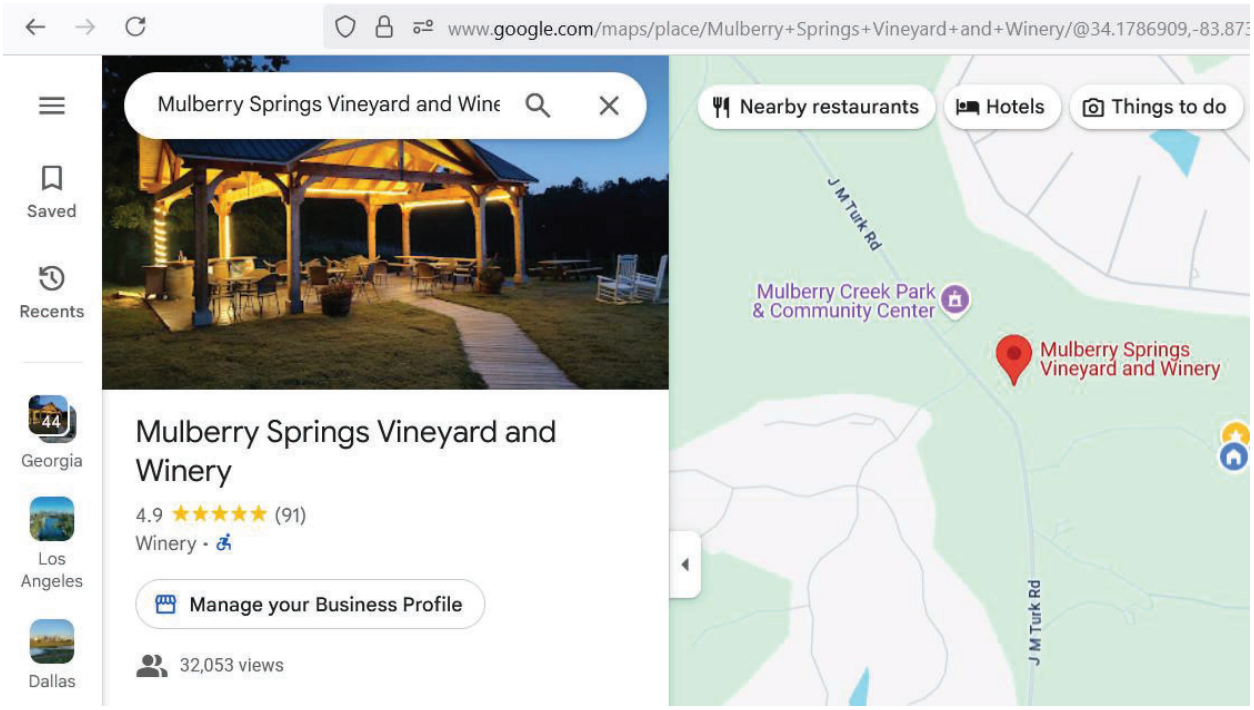
Enclosure 20 – Largest Vineyard







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

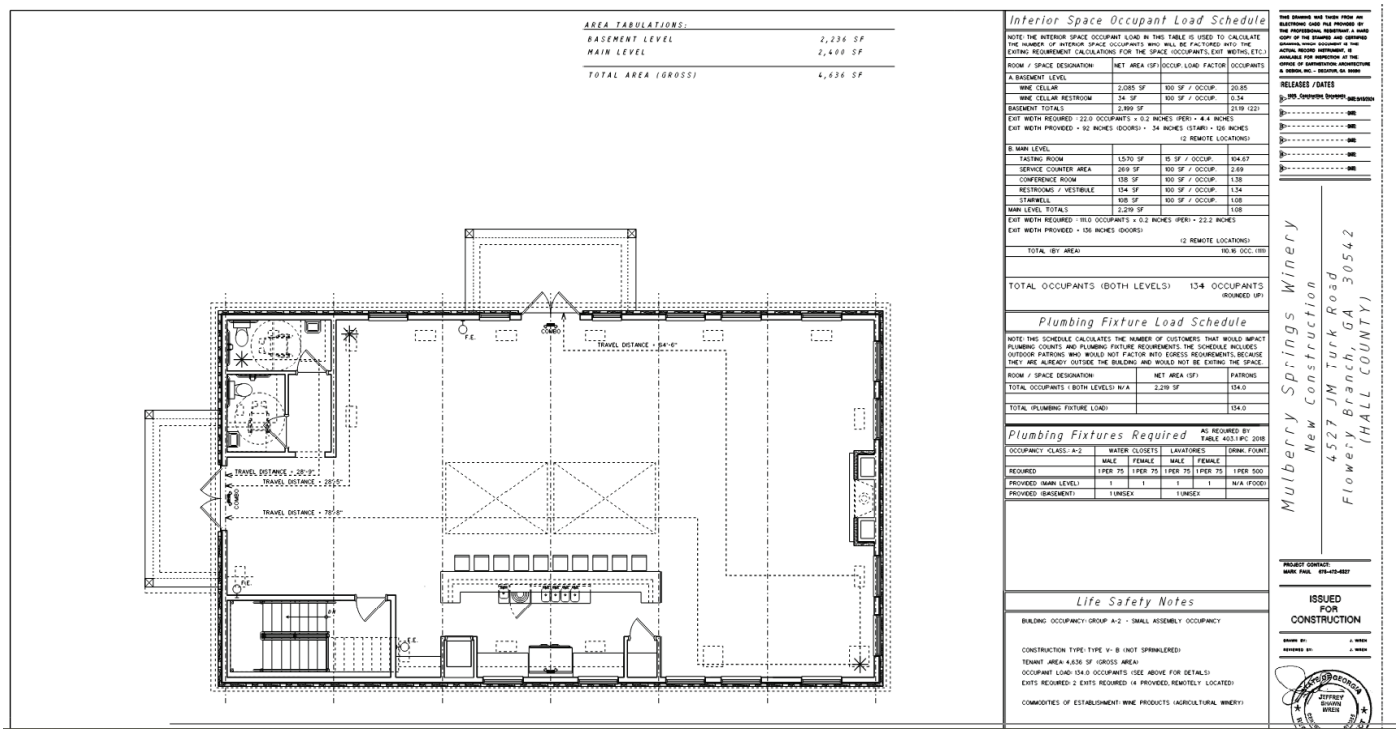
Witness my hand and seal of Hall County the day and year written above.

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

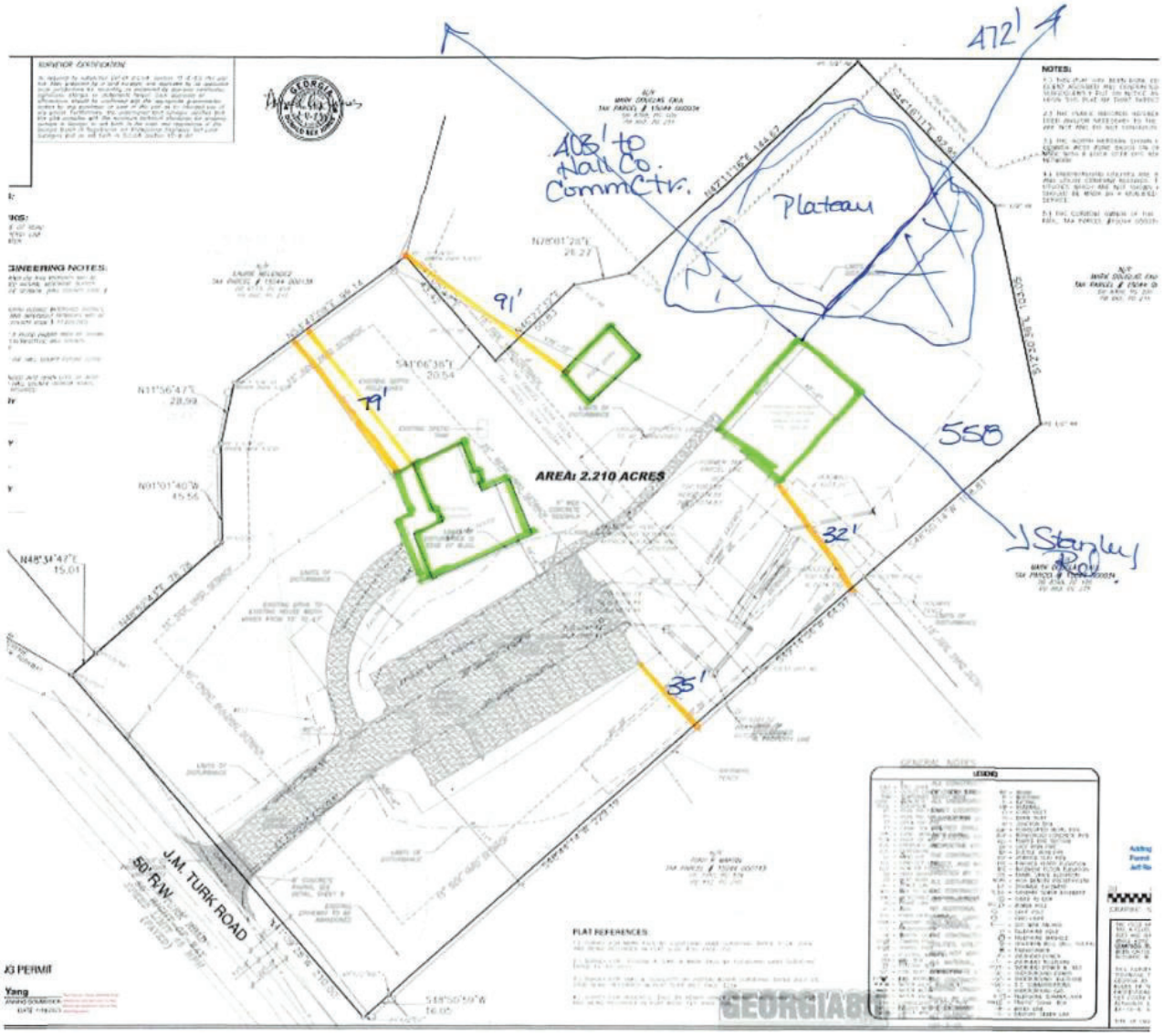
Enclosure 1 – Copy of the plats

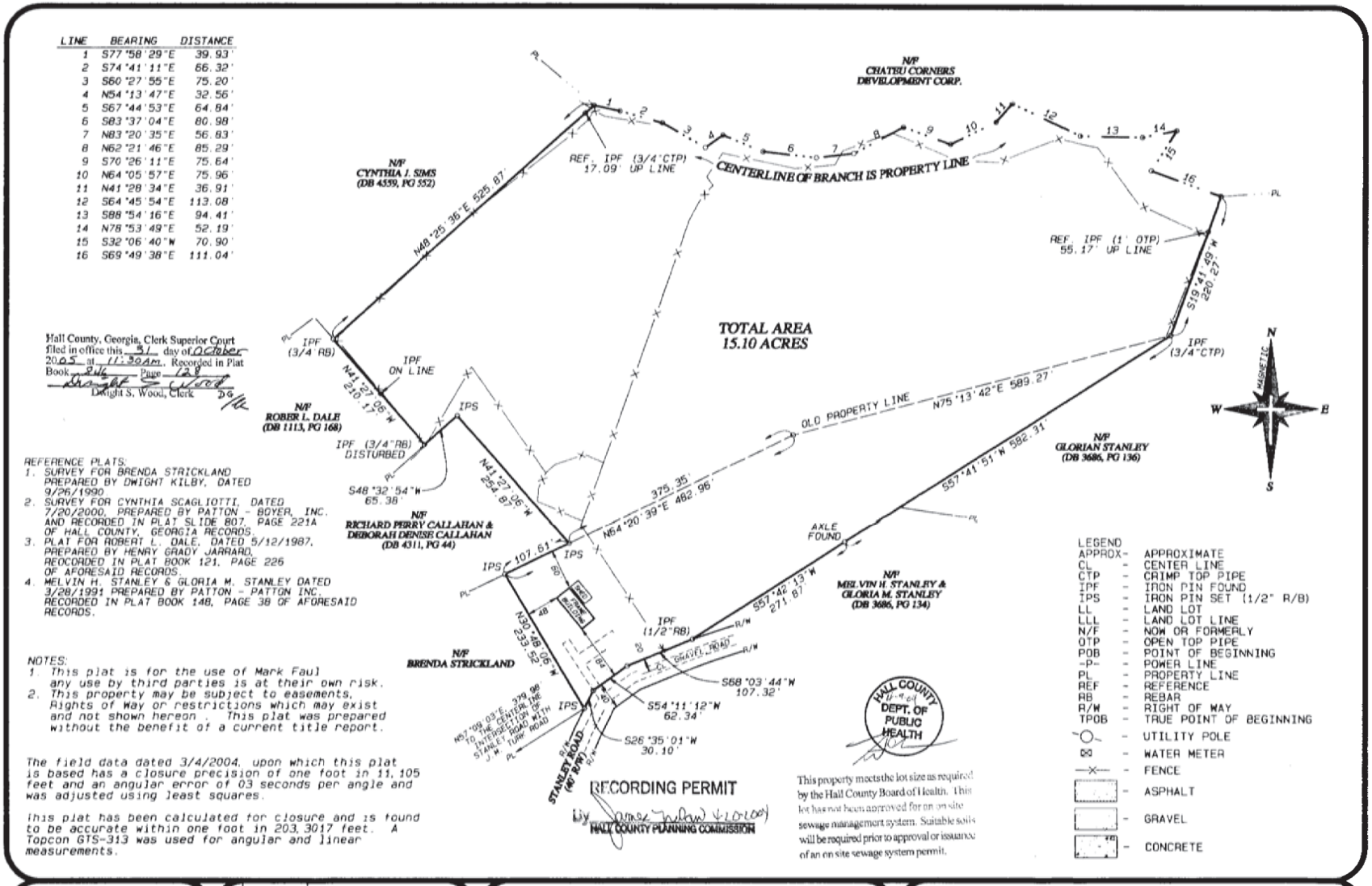
SITE PLAN
4527 JM Turk Road & 4967 Stanley Road (part)
8/8/2025



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

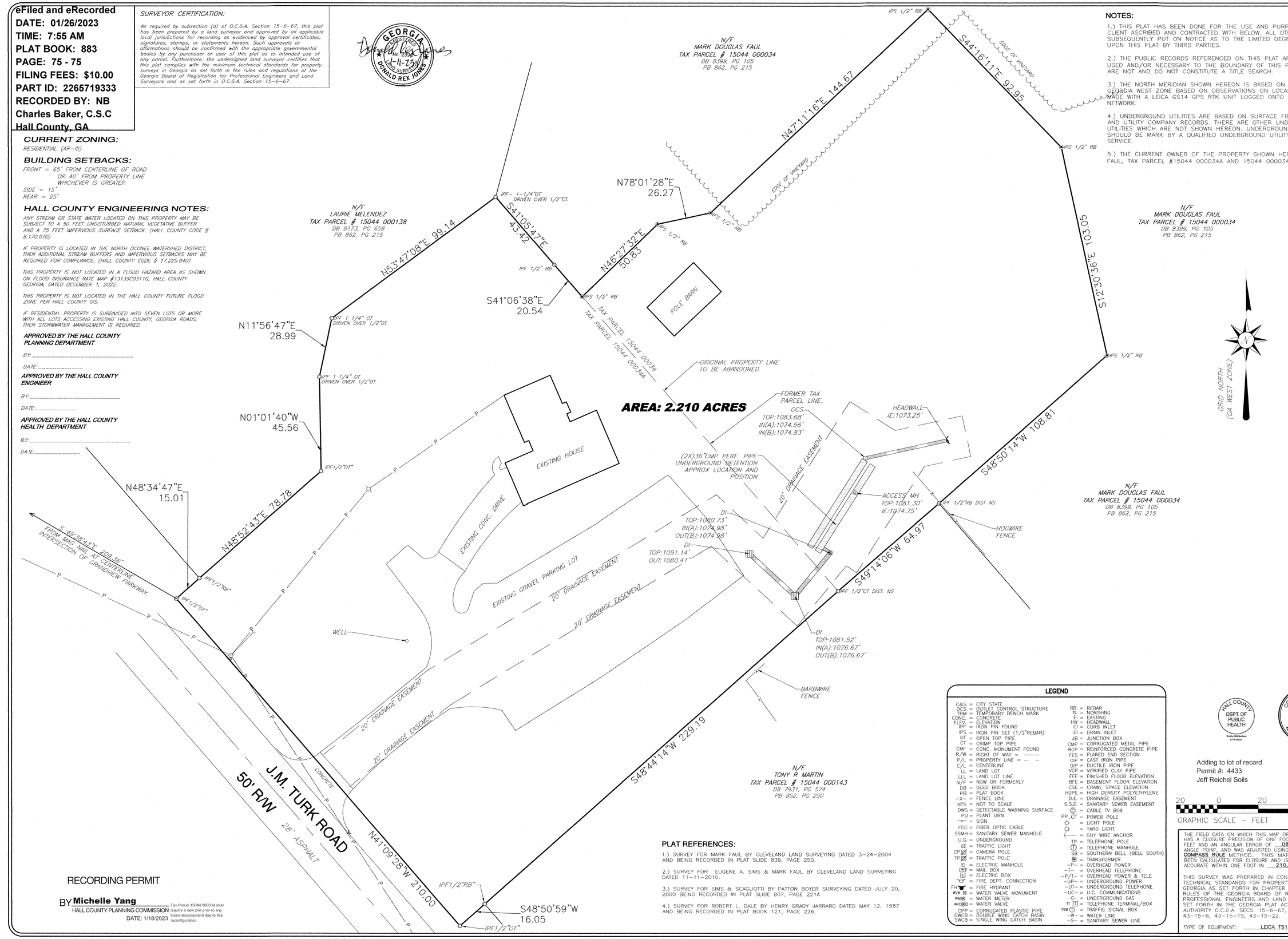
BY: _____

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

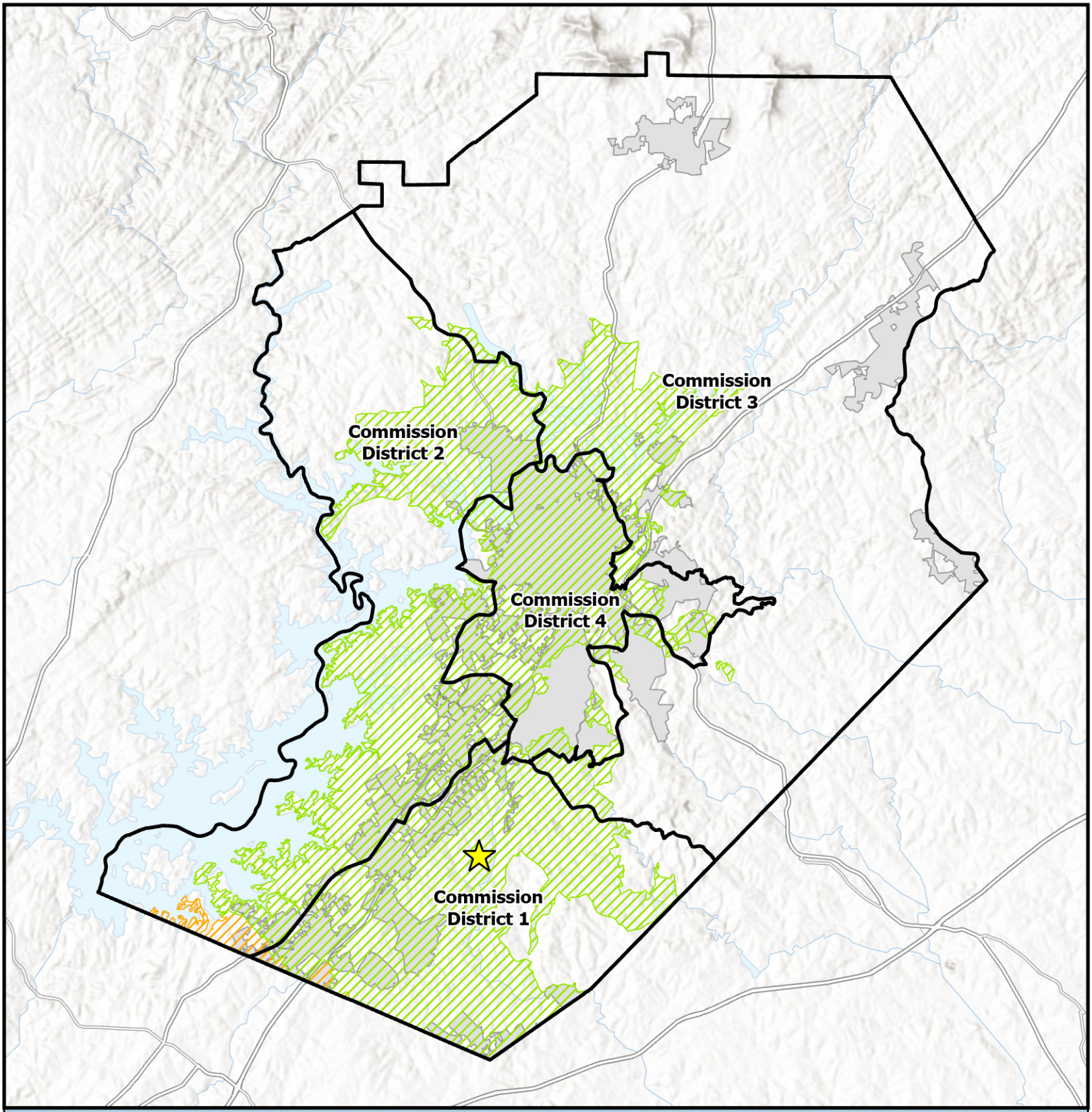
BOUNDARY SURVEY FOR:

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

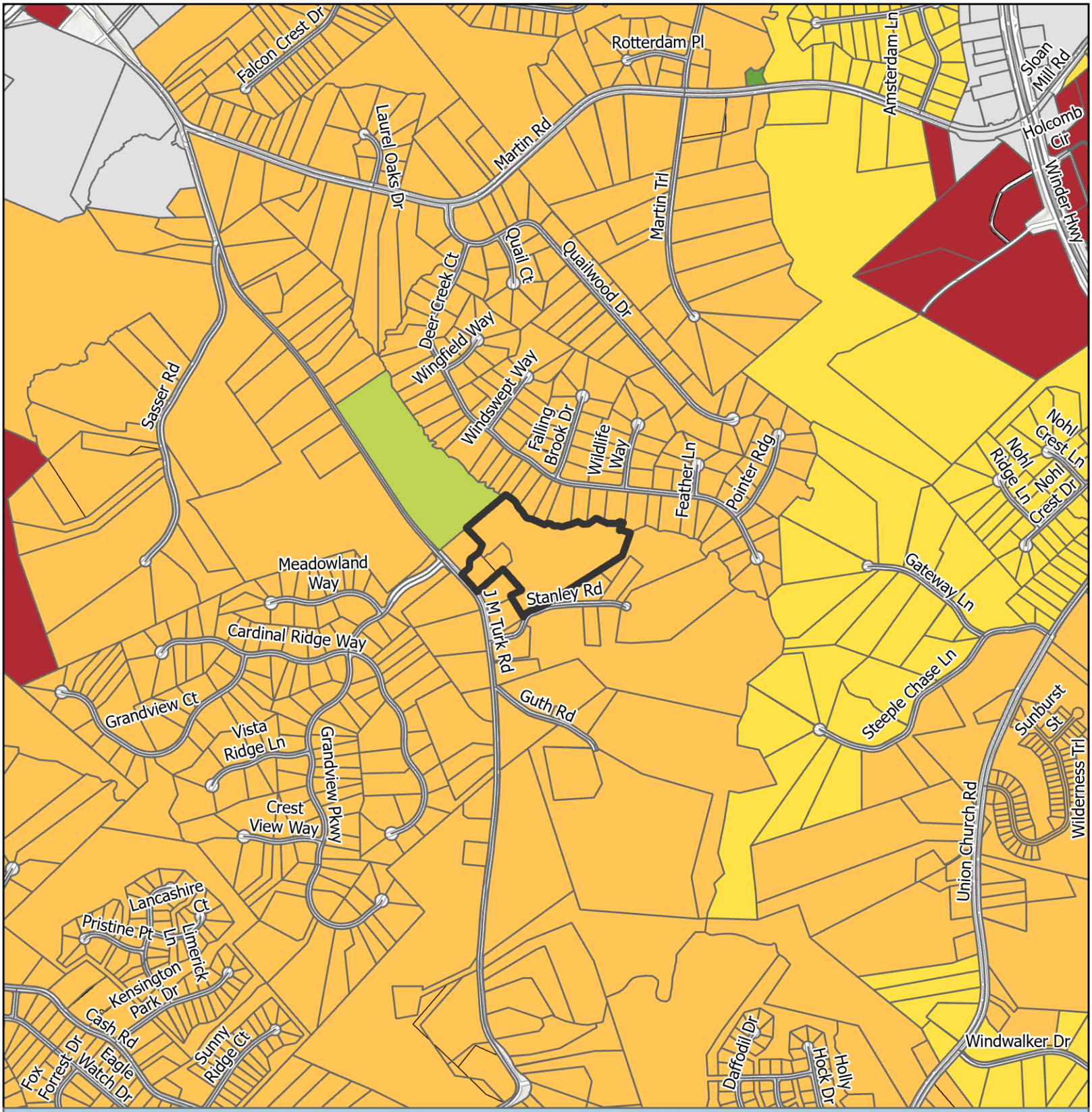
Urbanized Zone Areas

- 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

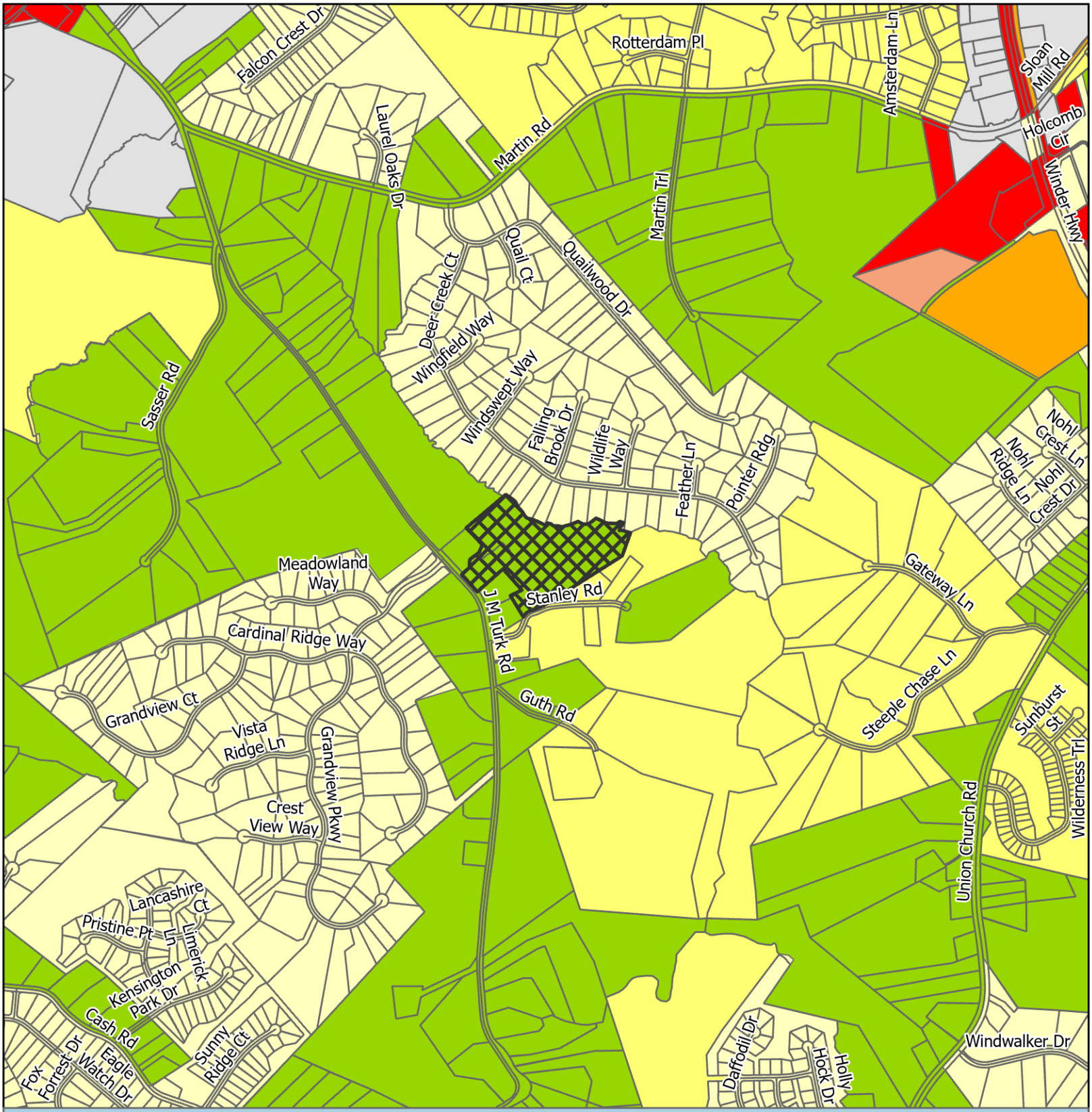
Subject Area
City Limits

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

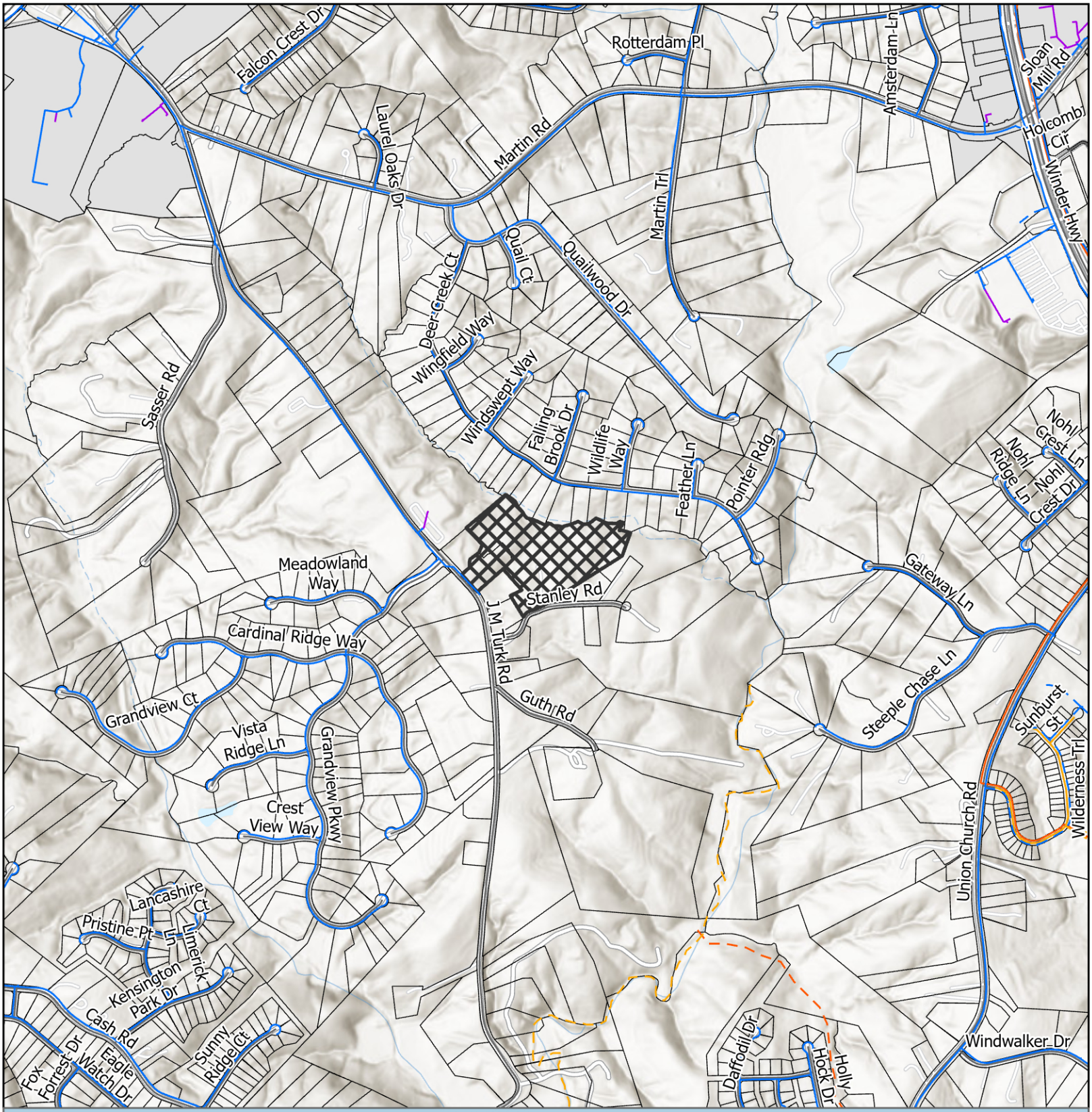
Subject Area
City Limits

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

5256 Peachtree Road
Suite 120
Atlanta, GA 30341
404.226.3695
www.TTLUSA.com

Traffic Assessment Memorandum

Mulberry Springs Vineyard & Winery
Submitted: June 11, 2026

Traffic Assessment:

The Mulberry Springs Vineyard and Winery is located on JM Turk Road, which connects to SR 13/Falcon Parkway to the north and Cash Road to the south. The winery has an open-air pavilion that is approximately 600 square feet of usable space and an indoor barn structure/tasting room with a service bar, restrooms, and fireplace that has 2,219 square feet of usable space. The potential for hosting events in the tasting room structure is the reason for this assessment.

JM Turk Road is a 2-lane rural road with rolling terrain and a posted speed limit of 45 mph. It is assumed that the truck traffic percentage is 0-2%. The existing daily traffic on JM Turk Road is estimated to be 3,000-6,000 vehicles per day (VPD). Per the Federal Highway Administration's (FHWA) generalized service volume table for rural two-lane highways (Table 17 provided below), the traffic impacts of the winery and expanded tasting room are expected to be minimal and will not affect the Level of Service (LOS).

Table 17. Rural two-lane highways generalized service volume table.

Speed Limit	Terrain	Truck Pct.	Level of Service—B Service Volume	Level of Service—C Service Volume	Level of Service—D Service Volume
45	Flat	0	3,600	8,700	13,900
45	Flat	2	3,500	8,700	13,900
45	Flat	4	3,500	8,700	13,900
45	Flat	6	3,500	8,700	13,900
45	Flat	8	3,400	8,600	13,900
45	Flat	10	3,400	8,600	13,900
45	Rolling	0	3,600	8,700	13,900
45	Rolling	2	3,500	8,600	13,900
45	Rolling	4	3,400	8,500	13,900
45	Rolling	6	3,300	8,400	13,900
45	Rolling	8	3,300	8,200	13,900
45	Rolling	10	3,200	8,100	13,900
45	Mountainous	0	3,600	8,700	13,900
45	Mountainous	2	3,200	7,700	12,300
45	Mountainous	4	2,800	7,000	11,100
45	Mountainous	6	2,600	6,300	10,100
45	Mountainous	8	2,400	5,800	9,300
45	Mountainous	10	2,200	5,400	8,500

The service volumes in the tables are the maximum values that can be maintained and still be within the Level of Service (LOS) range. For example in the first row of the freeway table, if the actual volume is less than or equal to 46,100, then it is LOS B. Therefore, the service volumes in the tables are the **maximum** volumes that can be achieved for that LOS category.

The operating hours of the winery are limited – Wednesday through Friday 2-8 pm, Saturday 12-8 pm, and Sunday 1-8 pm. This isolates the traffic volume impacts to the weekday PM peak-hour traffic and the midday Saturday and Sunday peak-hour traffic. The projected traffic volumes for possible events at the tasting room were calculated using the ITE Trip Generation Land Use of "Wine Tasting Room (LUC 970)" and using the square footage of the event space (2,219 sf). The 25 parking spaces also provide a limiting factor for capacity at the facility.

Using the ITE Trip Generation Manual, the projected traffic trips generated by the tasting room equals just 102 trips on a weekday. On Saturdays, the projected traffic increases to 452 trips per day. However, since the winery has limited hours and is not open all day, the actual daily volumes are expected to be lower. The weekday PM peak-hour trips are 15 trips (8 entry, 7 exit); Friday PM peak-hour trips are 29 trips (16 entry, 13 exit); Saturday's peak-hour trips are projected to be 81 trips (38 entry, 43 exit); and Sunday's peak-hour trips are projected to be 84 trips (40 entry, 44 exit). None of these peak-hour volumes approach the threshold for GDOT standard requirements for turn lane or driveway improvements. All the calculation graphs used for these projections can be found at the end of this memo.

The owner has provided supplemental data to further support that the traffic volumes for this winery are below the ITE projections. For the entire year of 2025, the winery conducted 2,174 transactions. Averaged over 40 weeks (taking into account a slower season in the winter weeks) that equals 55 transactions a week, 5.5 per day of operation. These transaction numbers indicate that the current traffic volumes of the winery are below the ITE projections. On a recent Saturday, the owner observed 46 vehicles (92 trips) for the entire day, which is equivalent to the peak hour volume from the trip generation manual.

Based on the projected trips during the weekday, weekend, and peak-hours; any event held at the winery will have little to no impact on the surrounding traffic network.

Respectfully Submitted,

David Mills, PE
Sr. Traffic Engineer





600 SF Outdoor Pavilion



2400 SF Wine Tasting Room and Event Building

REFERENCE ATTACHMENTS:

Preliminary Traffic Impact Worksheet
ITE Trip Generation Manual References:
- Land Use Code 970: Wine Tasting Room Description
- Weekday Daily Trips
- Weekday PM Peak Hour Trips
- Weekend (Saturday) Daily Trips
- Friday PM Peak Hour Trips
- Saturday Peak Hour Trips
- Sunday Peak Hour Trips

PRELIMINARY TRAFFIC IMPACT WORKSHEET

Address of property: 4527 JM Turk Road; 4567 Stanley Road

Tax Parcel Number: 15044-000034A; 15044-000034

Type of Development (Circle One): Commercial or Industrial or Residential or Other

Any new public roadways? (Circle One): Yes or No
Proposed Development Less Than 20 Lots (Circle One): Yes or No

Existing streets adjacent to property:	1) JM Turk Road (2 Lane-Rural)	3)
	2)	4)
Volume on each existing street (AADT):	1) 4,500	3)
	2)	4)
Level of Service (LOS) on each street:	1) C	3)
	2)	4)

Land Use Type / Code (ITE Trip Generation): LUC = 970

Basis for Calculation (sq ft, # units, etc.): 2,400 SF tasting room building

Trips Generated by Proposed Development: Daily (weekday) = 110 trips; Daily (weekend) = 492 trips

---

Adjusted street volumes based on trips generated:

1) 4,992	3)
2)	4)

Projected Level of Service (LOS) on each street based on trips generated:

1) C	3)
2)	4)

* Utilize the website https://gdottrafficdata.drakewell.com/publicmultinodemap.asp for current volume data.

**Utilize the website https://www.fhwa.dot.gov/policyinformation/pubs/pl18003/chap00.cfm for LOS calculations/tables.

*** Use current edition of the ITE Trip Generation Manuals.

Land Use: 970
Wine Tasting Room

Description

A wine tasting room is a designated area found in conjunction with a winery in which customers can try samples of a winery's products. These rooms are typically located on-site and can be used as a way to sell wine or related products directly to the customer. Depending on its size, a tasting room can also be used to house wedding receptions, corporate events, and other social gatherings. A wine tasting room may also be used to facilitate complimentary tours of the winery.

Additional Data

For the purposes of this land use, the independent variable "1,000 sq. foot gross floor area" refers to the square footage of the building that houses the tasting room.

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (https://www.ite.org/technical-resources/topics/trip-and-parking-generation/).

The sites were surveyed in the 2010s in California, Illinois, and Virginia.

Source Numbers

807, 851, 894

Wine Tasting Room
(970)

Vehicle Trip Ends vs: **1000 Sq. Ft. GFA**
On a: **Weekday**

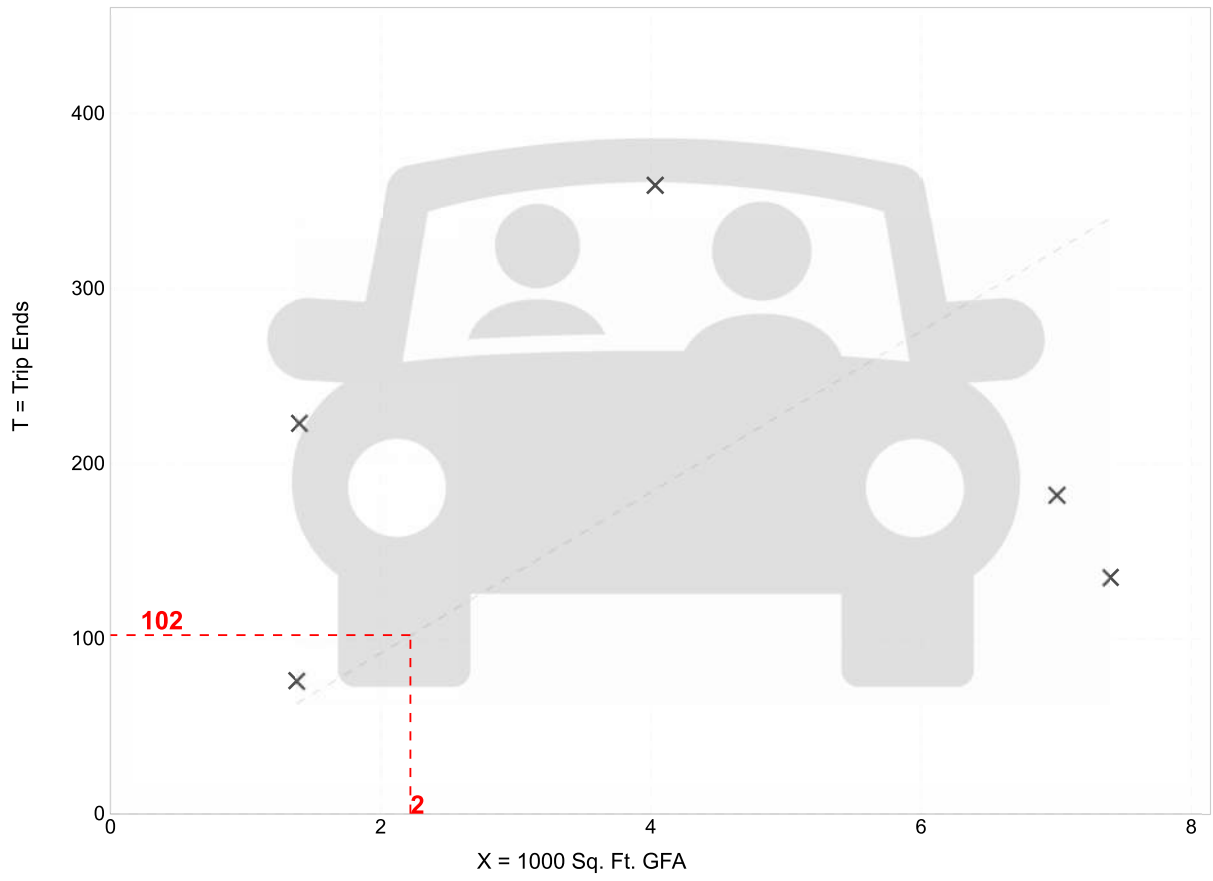
Setting/Location: **Rural**
Number of Studies: 5
Avg. 1000 Sq. Ft. GFA: 4
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
45.96	18.24 - 159.29	44.79

Data Plot and Equation

Caution – Small Sample Size



Fitted Curve Equation: Not Given

R^2= **

Trip Gen Manual, 11th Edition • Institute of Transportation Engineers

Wine Tasting Room
(970)

Vehicle Trip Ends vs: **1000 Sq. Ft. GFA**
On a: **Weekday,**
PM Peak Hour of Generator

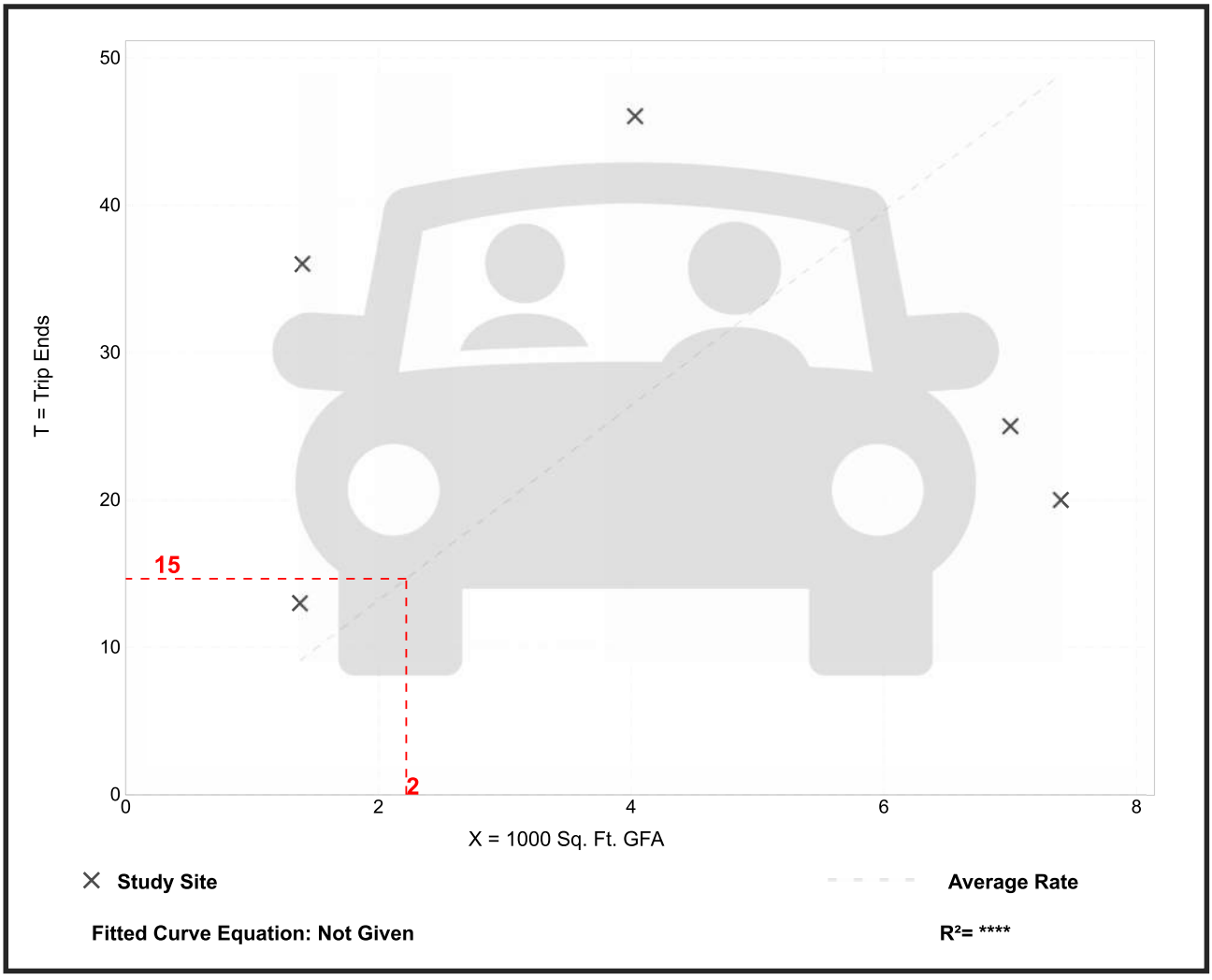
Setting/Location: **Rural**
Number of Studies: 5
Avg. 1000 Sq. Ft. GFA: 4
Directional Distribution: 56% entering, 44% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
6.60	2.70 - 25.71	6.83

Data Plot and Equation

Caution – Small Sample Size



Fitted Curve Equation: Not Given

R^2= ****

Trip Gen Manual, 11th Edition • Institute of Transportation Engineers

Wine Tasting Room
(970)

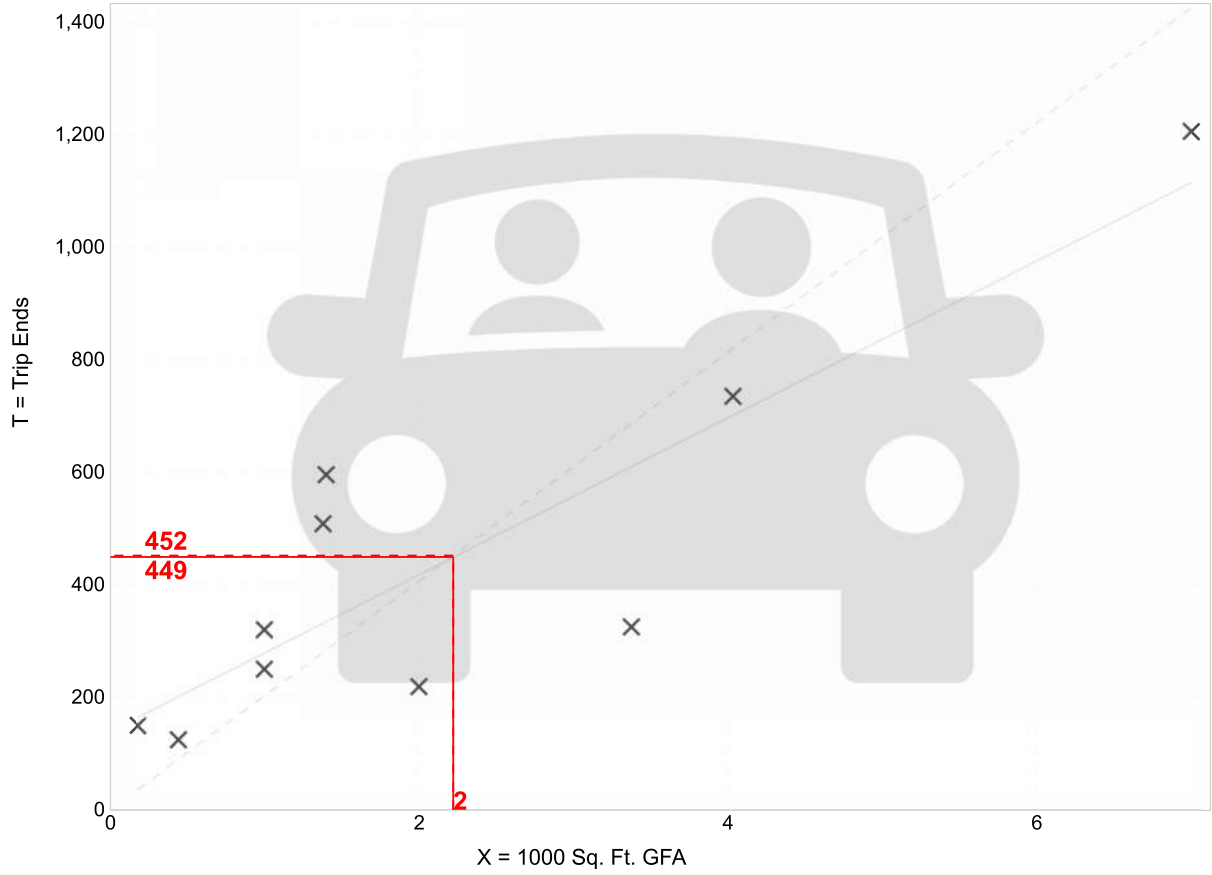
Vehicle Trip Ends vs: **1000 Sq. Ft. GFA**
On a: **Saturday**

Setting/Location: **Rural**
Number of Studies: 10
Avg. 1000 Sq. Ft. GFA: 2
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
203.48	96.59 - 833.33	115.48

Data Plot and Equation



Fitted Curve Equation: T = 139.15(X) + 140.30

R^2= 0.76

Wine Tasting Room
(970)

Vehicle Trip Ends vs: **1000 Sq. Ft. GFA**
On a: **Friday,**
PM Peak Hour of Generator

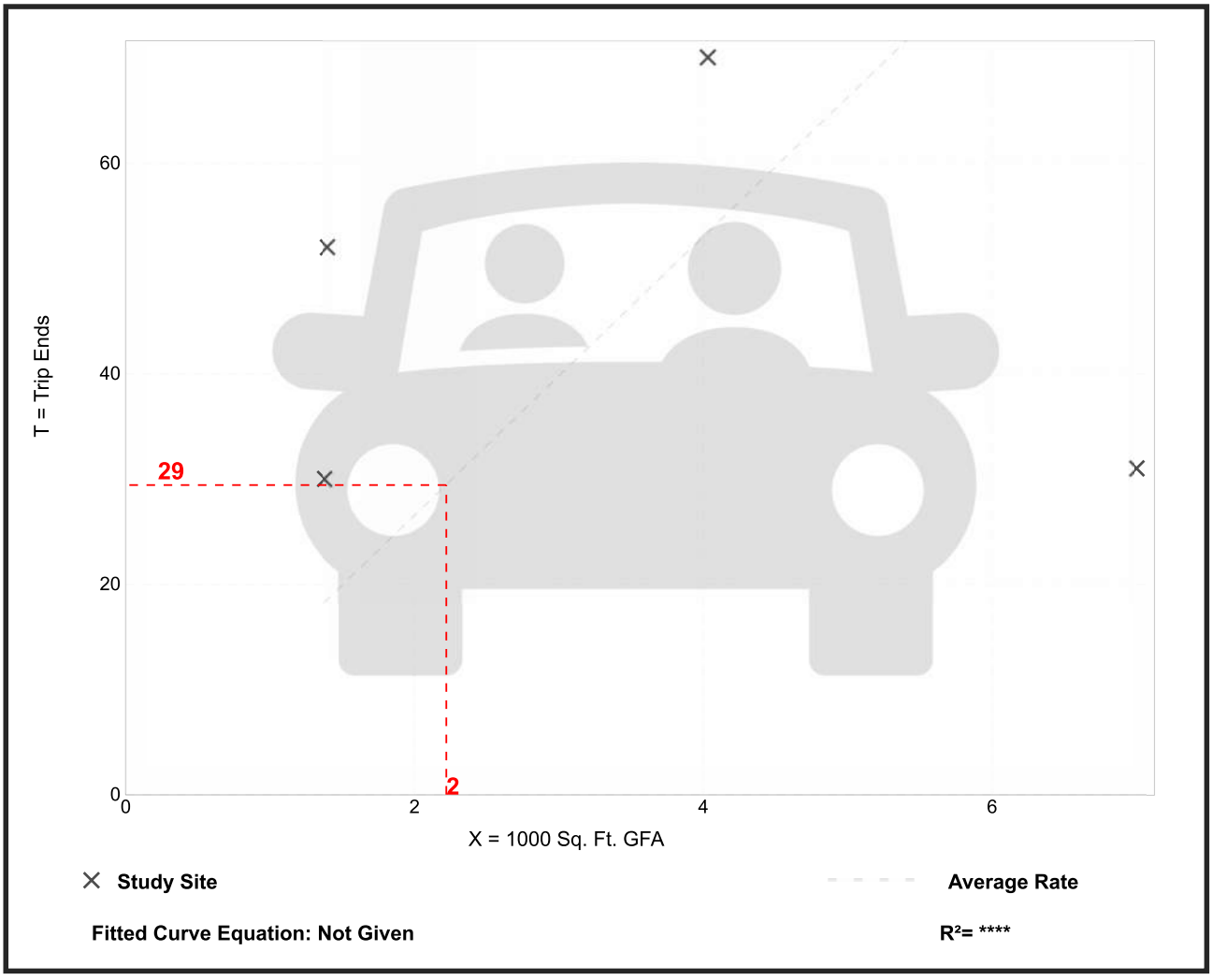
Setting/Location: **Rural**
Number of Studies: 4
Avg. 1000 Sq. Ft. GFA: 3
Directional Distribution: 54% entering, 46% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
13.25	4.43 - 37.14	12.08

Data Plot and Equation

Caution – Small Sample Size



Fitted Curve Equation: Not Given

R^2= ****

Trip Gen Manual, 11th Edition ● Institute of Transportation Engineers

Wine Tasting Room
(970)

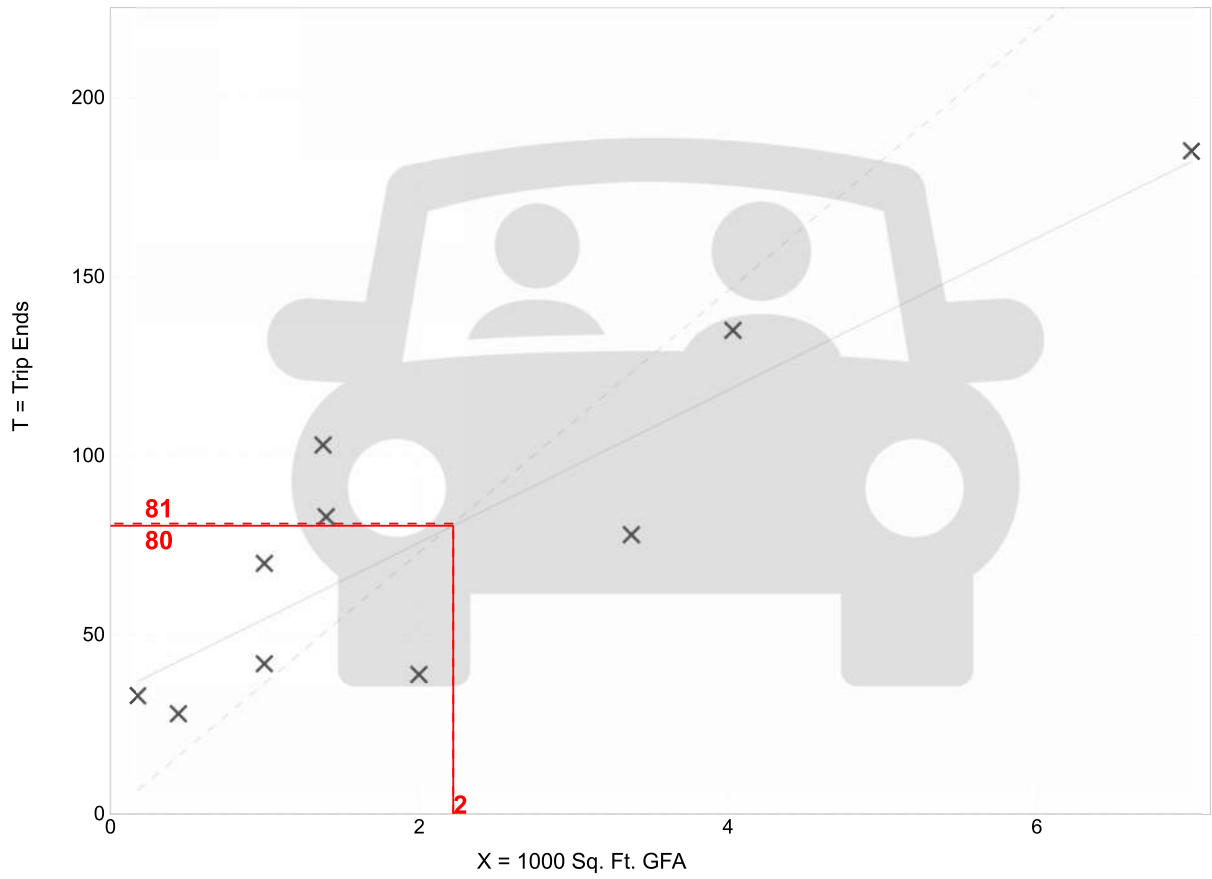
Vehicle Trip Ends vs: **1000 Sq. Ft. GFA**
On a: **Saturday, Peak Hour of Generator**

Setting/Location: **Rural**
Number of Studies: 10
Avg. 1000 Sq. Ft. GFA: 2
Directional Distribution: 47% entering, 53% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
36.50	19.50 - 183.33	22.58

Data Plot and Equation



Fitted Curve Equation: T = 21.27(X) + 33.21

R^2= 0.78

Trip Gen Manual, 11th Edition • Institute of Transportation Engineers

Wine Tasting Room
(970)

Vehicle Trip Ends vs: **1000 Sq. Ft. GFA**
On a: **Sunday, Peak Hour of Generator**

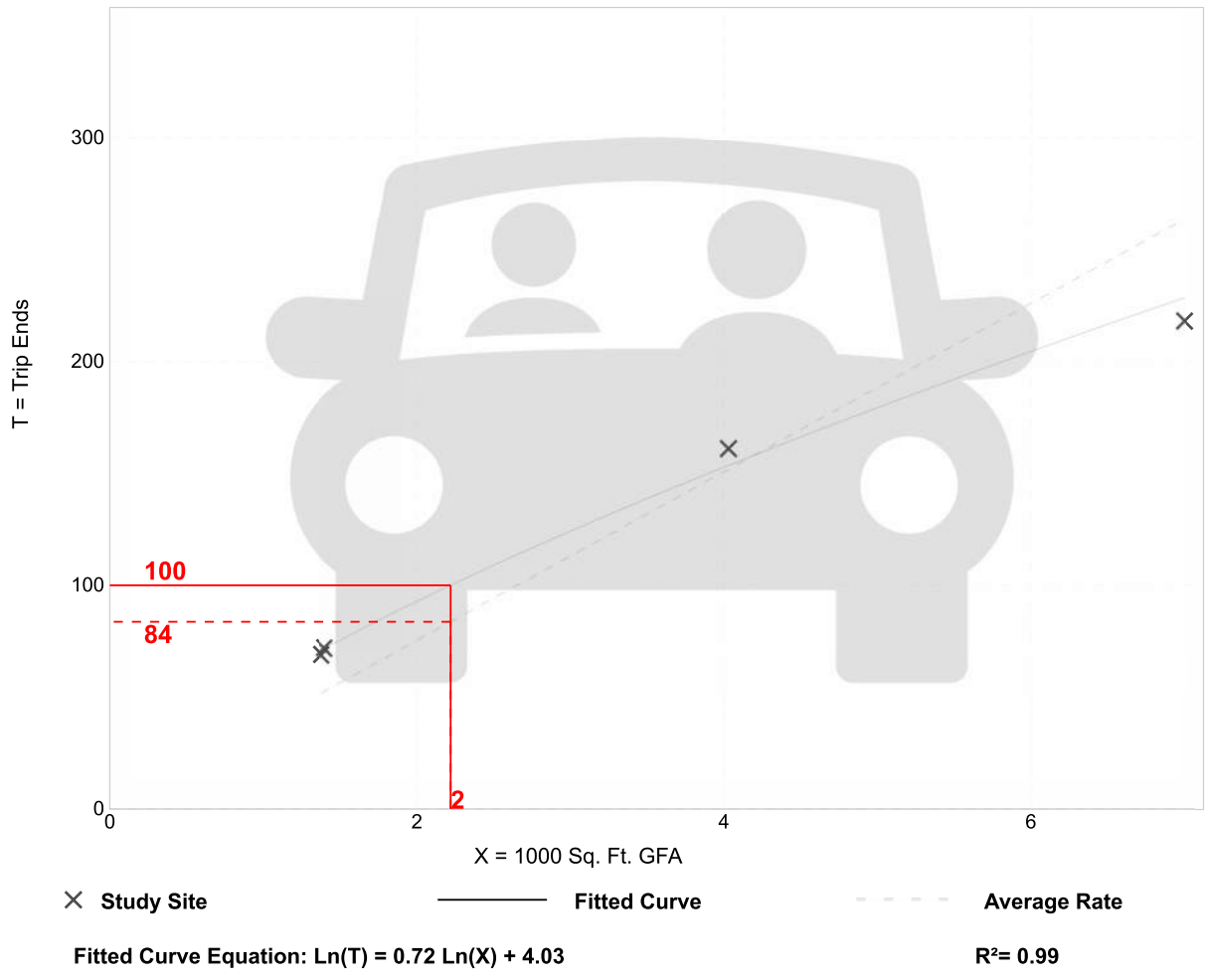
Setting/Location: **Rural**
Number of Studies: 4
Avg. 1000 Sq. Ft. GFA: 3
Directional Distribution: 48% entering, 52% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
37.65	31.14 - 51.43	8.75

Data Plot and Equation

Caution – Small Sample Size



Fitted Curve Equation: Ln(T) = 0.72 Ln(X) + 4.03

R^2= 0.99

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

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

Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

M E M O R A N D U M

To: Beth Garmon, Director of Planning and Zoning

From: Bill Nash, Director of Public Works and Utilities

Date: August 1, 2025

Subject: September 2, 2025 - Hall County Planning Commission Agenda

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the September 2, 2025, meeting. Upon review, we provide the following comments.

NEW BUSINESS

1. **3985 Mount Vernon Road | Variance to Section 4.3 |** to reduce the minimum yards | on a 0.86± acre tract located on the west side of Mount Vernon Road approximately 1,796 feet north of its intersection with Oak Harbour Drive | Zoned R-1; Tax Parcel 10117 000050 **| Proposed Use: Detached garage |** * Commission District 2 | **Jeffrey C. Terry, applicant**

a. **Engineering**: No comment
b. **Traffic:** No comment
c. **Utilities:** Gainesville sewer – Not available

2. **1604 & 1608 Whiting Drive, & 1790 Browns Bridge Road | Variance to Section 5.3.1** | to reduce the minimum yards | on a combined 0.90± acre tract located on the northeast side of Whiting Road at its intersection with Browns Bridge Road | Zoned R-1 & H-B; Tax Parcels 00123 007016, 007015 & 007017 **| Proposed use: Commercial addition & to bring an existing structure into compliance |** * Commission District 4 | **Gerardo Vargas, applicant**

a. Engineering: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
b. Traffic: No comment
c. **Utilities:** Gainesville sewer – Available onsite

3. **7365 Bill Wilson Road | Variance to section 7.8.3 |** ADU standards | on a 5.20± acre tract located on the northwest side of Bill Wilson Road at its intersection with Pebble Ridge Drive | Zoned R-1-L; Tax Parcel 09056A000008 **| Proposed Use: Accessory dwelling unit |** * Commission District 3 **| Nedra Riddle, applicant**

    a. **Engineering**: No comment
    b. **Traffic:** No comment
    c. **Utilities:** Hall County sewer service area. No infrastructure in vicinity

4. **5303 Browns Bridge Road | Special Use |** to amend conditions of zoning | on a 0.97± acre tract located on the south side of Browns Bridge Road at its intersection with Whitmire Drive | Zoned H-B; Tax Parcel 08080 003018 | **Proposed use: Vehicle repair, major** | ** Commission District 2 | **Ali Sadegh, applicant**

    a. **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
    b. **Traffic:** GDOT access permit required
    c. **Utilities:** Gainesville-Hall sewer area. No infrastructure in vicinity

5. **(A) 2196 Centennial Drive | Special Use |** on a 4.19± acre parcel located on north side of Centennial Drive approximately 1,195 feet from its intersection with Centennial Circle | Zoned I-1; Tax Parcel 08013 003033 **| Proposed Use: Outdoor recreation |** ** Commission District 4 | **Vital Foods, LLC (Juan Carlos Lomas) c/o Gaskins + LeCraw, applicant**

(B) 2196 Centennial Drive | Variance to Table 8.1.1 | Required parking | on a 4.19± acre parcel located on north side of Centennial Drive approximately 1,195 feet from its intersection with Centennial Circle | Zoned I-1; Tax Parcel 08013 003033 **| Proposed Use: Outdoor recreation |** * Commission District 4 **| Vital Foods, LLC (Juan Carlos Lomas) c/o Gaskins + LeCraw, applicant**

    a. **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
    Show FEMA and Hall County studied Flood plains that are present on site.
    Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
    b. **Traffic:** No comment
    c. **Utilities:** Gainesville sewer service area. Infrastructure is onsite

6. **(A) 1119 & 1137 West Ridge Road | Rezone |** from Residential 1 (R-1) & Light Industrial (I-1) to Light Industrial (I-1) | on an combined 4.73± acre assemblage located on the southeast side of West Ridge Road at its intersection with Stallworth Street | Zoned R-1 & I-1; Tax Parcels 00054 001040B (pt) & 001040 (pt) **| Proposed Use: Indoor/outdoor storage and warehousing |** ** Commission District 4 | **Valiant Services c/o David Elder, applicant**

(B) 1119 & 1137 West Ridge Road | Variance to Section 8.2.3 | to reduce the minimum buffers | on an combined 4.73± acre assemblage located on the southeast side of West Ridge Road at its intersection with Stallworth Street | Zoned R-1 & I-1; Tax Parcels 00054 001040B (pt) & 001040 (pt) **| Proposed Use: Indoor/outdoor storage and warehousing |** * Commission District 4 **| Valiant Services c/o David Elder, applicant**

a. **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
   Show stream buffer and impervious setback from wrested vegetation not centerline of stream
b. **Traffic:** No comment
c. **Utilities:** Gainesville sewer service area. Infrastructure is onsite

7. **(A) 6450 Ben Parks Road | Rezone |** from Residential 1 Low Density (R-1-L) to Planned Residential Development (PRD) | on a 60.84± acre tract located on the south side of Ben Parks Road approximately 1,946 feet from its intersection with Jake Kemp Road | Zoned R-1-L; Tax Parcel 11056 000001A | **Proposed Use: 80-lot residential development |** ** Commission District 3 | **Davis Engineering & Surveying c/o Nick Pesola, applicant**

(B) 6450 Ben Parks Road | Variance to Section 8.4 | sidewalk standards | on a 60.84± acre tract located on the south side of Ben Parks Road approximately 1,946 feet from its intersection with Jake Kemp Road | Zoned R-1-L; Tax Parcel 11056 000001A **| Proposed Use: 80-lot residential development |** * Commission District 3 **| Davis Engineering & Surveying c/o Nick Pesola, applicant**

a. **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
   Show FEMA and Hall County studied Flood plains that are present on site.
   Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
b. **Traffic:** Left and Right turn lanes may be required.
c. **Utilities:** Hall County Serwer service area. No infrastructure in vicinity

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

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

a. **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
   Show FEMA and Hall County studied Flood plains that are present on site.
   Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
b. **Traffic:** TIS to be provided with DRI. Traffic comments to be made after review.
c. **Utilities:** Gainesville sewer service area. Sewer is available via pump station about 0.5 miles to the North.

9. **(A) 4527 J M Turk Road & 4567 Stanley Road | Special Use |** on a combined 19.43± acre tract located on the northeast side of J M Turk Road approximately 200 feet from its intersection with Grandview Parkway | Zoned AR-1; Tax Parcels 15044 000034A & 000034 (pt) **| Proposed Use: Agri-entertainment venue |** ** Commission District 1 **| Mulberry Springs Vineyard & Winery, applicant**

(B) 4527 J M Turk Road & 4567 Stanley Road | Variance to Section 7.7.3 | on a combined 19.43± acre tract located on the northeast side of J M Turk Road approximately 200 feet from its intersection with Grandview Parkway | Zoned AR-1; Tax Parcels 15044 000034A & 000034 (pt) **| Proposed Use: Agri-entertainment venue |** * Commission District 1 **| Mulberry Springs Vineyard & Winery, applicant**

a. **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
   Show FEMA and Hall County studied Flood plains that are present on site.
   Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
b. **Traffic:** May require left and right turn lanes or a right-hand passing lane.
c. **Utilities:** Oakwood sewer service area. No sewer infrastructure in the vicinity

Outlook

HCPC Tentative Agenda 9.2.25

From Emily McGahee (Environmental Health) <emcgahee@hallcounty.org>
Date Fri 8/1/2025 11:10 AM
To Katie L. Greenway (Planning) <klgreenway@hallcounty.org>; Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Beth Garmon (Planning) <bgarmon@hallcounty.org>
Cc Kelly Hairston (Environmental Health) <khairston@hallcounty.org>; Chad Harper (Environmental Health) <charper@hallcounty.org>

Please find Environmental Health comments below:

Item 1, 3985 Mount Vernon Rd, Terry: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system. An existing system evaluation/site visit will be required for Environmental Health to process required paperwork for the building permit application. Please note that Zoning approval does not imply approval from other county departments.

Item 2, 1604/1608 Whiting Drive/1790 Browns Bridge Rd: Vargas: No comment. Public sewer.

Item 3, 7365 Bill Wilson Rd, Riddle: Must meet all residential permitting requirements. Original copy of Level 3 soil evaluation and copy of recorded plat will be required at time of septic permit application.

Item 4, 5303 Browns Bridge Rd, Sadegh: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation/modification may be required after review of business plan.

Item 5A/B, 2196 Centennial Drive: Food Service permit/plan review may be required after review of business plan.

Item 6A/B, 1119/1137 West Ridge, Elder: No comment. Public Sewer.

Item 7A/B, 6450 Ben Parks Road, Davis Engineering: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. Any proposed lot utilizing onsite sewage management systems permitted by Environmental Health must have a minimum of 21,780 sf non-restricted lot size if served by public water or 43,560sf non-restricted area if served by individual wells. Community septic systems and/or community wells to be permitted by EPD. Please note that Zoning approval does not imply approval from other county departments. Further determination and review of proposed subdivision will be made during the plat review process and not during Zoning application/approval.

Item 8A/B: 2400 O'Kelley Road, Project Turbo: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system

installation/modification may be required after review of business plan. Any abandoned well shall be properly closed as per Water Well Standards Act. Any abandoned septic tank shall be pumped by a State certified pumper/hauler and crushed/filled.

Item 9A/B, 4527 JM Turk Road, Mulberry Springs Winery: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation/modification may be required after review of business plan. Food Service permit/plan review may be required after review of business plan.

Emily McGahee
Hall County Environmental Health
Hall County Government Center
2875 Browns Bridge Road
Mailing: PO Box 5901
Gainesville, GA 30504
(770) 531-3973 (phone)
emcgahee@hallcounty.org

http://dph.georgia.gov/environmental-health (State Website)
http://www.phdistrict2.org/HallCounty.htm (District Website)
https://www.hallcounty.org/192/Environmental-Health (County Website & Forms)

EMAIL Reader Advisory Notice: Email to and from a Georgia state agency is generally public record, except for content that is confidential under specific laws. Security by encryption is applied to all confidential information sent by email from the Georgia Department of Public Health (DPH). This message is only intended for specific recipient(s) and may contain privileged, private, or sensitive information. If you received this message in error, please delete it, and contact me.

Outlook

RE: 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

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.

9. **(A) 4527 J M Turk Road & 4567 Stanley Road | Special Use |** on a combined 19.43± acre tract located on the northeast side of J M Turk Road approximately 200 feet from its intersection with Grandview Parkway | Zoned AR-1; Tax Parcels 15044 000034A & 000034 (pt) **| Proposed Use: Agri-entertainment venue |** ** Commission District 1 **| Mulberry Springs Vineyard & Winery, applicant**

(B) 4527 J M Turk Road & 4567 Stanley Road | Variance to Section 7.7.3 | on a combined 19.43± acre tract located on the northeast side of J M Turk Road approximately 200 feet from its intersection with Grandview Parkway | Zoned AR-1; Tax Parcels 15044 000034A & 000034 (pt) **| Proposed Use: Agri-entertainment venue |** * Commission District 1 **| Mulberry Springs Vineyard & Winery, applicant**

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

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

HCPC Tentative Agenda 9.2.25

From Emily McGahee (Environmental Health) <emcgahee@hallcounty.org>
Date Fri 8/1/2025 11:10 AM
To Katie L. Greenway (Planning) <klgreenway@hallcounty.org>; Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Beth Garmon (Planning) <bgarmon@hallcounty.org>
Cc Kelly Hairston (Environmental Health) <khairston@hallcounty.org>; Chad Harper (Environmental Health) <charper@hallcounty.org>

Please find Environmental Health comments below:

Item 1, 3985 Mount Vernon Rd, Terry: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system. An existing system evaluation/site visit will be required for Environmental Health to process required paperwork for the building permit application. Please note that Zoning approval does not imply approval from other county departments.

Item 2, 1604/1608 Whiting Drive/1790 Browns Bridge Rd: Vargas: No comment. Public sewer.

Item 3, 7365 Bill Wilson Rd, Riddle: Must meet all residential permitting requirements. Original copy of Level 3 soil evaluation and copy of recorded plat will be required at time of septic permit application.

Item 4, 5303 Browns Bridge Rd, Sadegh: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation/modification may be required after review of business plan.

Item 5A/B, 2196 Centennial Drive: Food Service permit/plan review may be required after review of business plan.

Item 6A/B, 1119/1137 West Ridge, Elder: No comment. Public Sewer.

Item 7A/B, 6450 Ben Parks Road, Davis Engineering: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. Any proposed lot utilizing onsite sewage management systems permitted by Environmental Health must have a minimum of 21,780 sf non-restricted lot size if served by public water or 43,560sf non-restricted area if served by individual wells. Community septic systems and/or community wells to be permitted by EPD. Please note that Zoning approval does not imply approval from other county departments. Further determination and review of proposed subdivision will be made during the plat review process and not during Zoning application/approval.

Item 8A/B: 2400 O'Kelley Road, Project Turbo: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system

installation/modification may be required after review of business plan. Any abandoned well shall be properly closed as per Water Well Standards Act. Any abandoned septic tank shall be pumped by a State certified pumper/hauler and crushed/filled.

Item 9A/B, 4527 JM Turk Road, Mulberry Springs Winery: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation/modification may be required after review of business plan. Food Service permit/plan review may be required after review of business plan.

Emily McGahee
Hall County Environmental Health
Hall County Government Center
2875 Browns Bridge Road
Mailing: PO Box 5901
Gainesville, GA 30504
(770) 531-3973 (phone)
emcgahee@hallcounty.org

http://dph.georgia.gov/environmental-health (State Website)
http://www.phdistrict2.org/HallCounty.htm (District Website)
https://www.hallcounty.org/192/Environmental-Health (County Website & Forms)

EMAIL Reader Advisory Notice: Email to and from a Georgia state agency is generally public record, except for content that is confidential under specific laws. Security by encryption is applied to all confidential information sent by email from the Georgia Department of Public Health (DPH). This message is only intended for specific recipient(s) and may contain privileged, private, or sensitive information. If you received this message in error, please delete it, and contact me.

Outlook

RE: September 2, 2025 Hall County Planning Commission Meeting Tentative Agenda

From Nembhard, Nakia L <NNembhard@dot.ga.gov>
Date Mon 7/28/2025 11:01 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

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

Good morning,

Below you will find our comments.

Thanks,

1. **3985 Mount Vernon Road | Variance to Section 4.3 |** to reduce the minimum yards | on a 0.86± acre tract located on the west side of Mount Vernon Road approximately 1,796 feet north of its intersection with Oak Harbour Drive | Zoned R-1; Tax Parcel 10117 000050 **| Proposed Use: Detached garage |** * Commission District 2 | **Jeffrey C. Terry, applicant Will Not Require GDOT Coordination**

2. **1604 & 1608 Whiting Drive, & 1790 Browns Bridge Road | Variance to Section 5.3.1** | to reduce the minimum yards | on a combined 0.90± acre tract located on the northeast side of Whiting Road at its intersection with Browns Bridge Road | Zoned R-1 & H-B; Tax Parcels 00123 007016, 007015 & 007017 **| Proposed use: Commercial addition & to bring an existing structure into compliance |** * Commission District 4 | **Gerardo Vargas, applicant Will Require GDOT Coordination**

3. **7365 Bill Wilson Road | Variance to section 7.8.3 |** ADU standards | on a 5.20± acre tract located on the northwest side of Bill Wilson Road at its intersection with Pebble Ridge Drive | Zoned R-1-L; Tax Parcel 09056A000008 **| Proposed Use: Accessory dwelling unit |** * Commission District 3 **| Nedra Riddle, applicant Will Not Require GDOT Coordination**

4. **5303 Browns Bridge Road | Special Use |** to amend conditions of zoning | on a 0.97± acre tract located on the south side of Browns Bridge Road at its intersection with Whitmire Drive | Zoned H-B; Tax Parcel 08080 003018 | **Proposed use: Vehicle repair, major** | ** Commission District 2 | **Ali Sadegh, applicant Will Require GDOT Coordination**

5. **(A) 2196 Centennial Drive | Special Use |** on a 4.19± acre parcel located on north side of Centennial Drive approximately 1,195 feet from its intersection with Centennial Circle | Zoned I-1; Tax Parcel 08013 003033 **| Proposed Use: Outdoor recreation |** ** Commission District 4 **| Vital Foods, LLC (Juan Carlos Lomas) c/o Gaskins + LeCraw, applicant Will Not Require GDOT Coordination**
(B) 2196 Centennial Drive | Variance to Table 8.1.1 | Required parking | on a 4.19± acre parcel located on north side of Centennial Drive approximately 1,195 feet from its intersection with Centennial Circle | Zoned I-1; Tax Parcel 08013 003033 **| Proposed Use: Outdoor**

recreation | * Commission District 4 **| Vital Foods, LLC (Juan Carlos Lomas) c/o Gaskins + LeCraw, applicant Will Not Require GDOT Coordination**

6. **(A) 1119 & 1137 West Ridge Road | Rezone |** from Residential 1 (R-1) & Light Industrial (I-1) to Light Industrial (I-1) | on an combined 4.73± acre assemblage located on the southeast side of West Ridge Road at its intersection with Stallworth Street | Zoned R-1 & I-1; Tax Parcels 00054 001040B (pt) & 001040 (pt) **| Proposed Use: Indoor/outdoor storage and warehousing |** ** Commission District 4 | **Valiant Services c/o David Elder, applicant Will Not Require GDOT Coordination**
(B) 1119 & 1137 West Ridge Road | Variance to Section 8.2.3 | to reduce the minimum buffers | on an combined 4.73± acre assemblage located on the southeast side of West Ridge Road at its intersection with Stallworth Street | Zoned R-1 & I-1; Tax Parcels 00054 001040B (pt) & 001040 (pt) **| Proposed Use: Indoor/outdoor storage and warehousing |** * Commission District 4 **| Valiant Services c/o David Elder, applicant Will Not Require GDOT Coordination**

7. **(A) 6450 Ben Parks Road | Rezone |** from Residential 1 Low Density (R-1-L) to Planned Residential Development (PRD) | on a 60.84± acre tract located on the south side of Ben Parks Road approximately 1,946 feet from its intersection with Jake Kemp Road | Zoned R-1-L; Tax Parcel 11056 000001A | **Proposed Use: 80-lot residential development |** ** Commission District 3 | **Davis Engineering & Surveying c/o Nick Pesola, applicant Will Not Require GDOT Coordination**
(B) 6450 Ben Parks Road | Variance to Section 8.4 | sidewalk standards | on a 60.84± acre tract located on the south side of Ben Parks Road approximately 1,946 feet from its intersection with Jake Kemp Road | Zoned R-1-L; Tax Parcel 11056 000001A **| Proposed Use: 80-lot residential development |** * Commission District 3 **| Davis Engineering & Surveying c/o Nick Pesola, applicant Will Not Require GDOT Coordination**

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

9. **(A) 4527 J M Turk Road & 4567 Stanley Road | Special Use |** on a combined 19.43± acre tract located on the northeast side of J M Turk Road approximately 200 feet from its intersection with Grandview Parkway | Zoned AR-1; Tax Parcels 15044 000034A & 000034 (pt) **| Proposed Use: Agri-entertainment venue |** ** Commission District 1 **| Mulberry Springs Vineyard & Winery, applicant Will Not Require GDOT Coordination**
(B) 4527 J M Turk Road & 4567 Stanley Road | Variance to Section 7.7.3 | on a combined 19.43± acre tract located on the northeast side of J M Turk Road approximately 200 feet from its intersection with Grandview Parkway | Zoned AR-1; Tax Parcels 15044 000034A & 000034 (pt) **| Proposed Use: Agri-entertainment venue |** * Commission District 1 **| Mulberry Springs Vineyard & Winery, applicant Will Not Require GDOT Coordination**

Nakia Nembhard
Civil Engineer 3

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

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

From: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Sent: Thursday, July 24, 2025 11:26 AM
Subject: September 2, 2025 Hall County Planning Commission Meeting Tentative Agenda

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

Good afternoon,

Here is the Tentative Agenda and Maps for the ***TUESDAY,*** **September 2, 2025** Hall County Planning Commission Meeting. Please use the links to review the documents and respond with comments to Hall County Planning and Development. Failure to provide comments in a timely manner may result in the information not being included in the staff report.

When submitting comments, please include the name of the applicant along with the address of the property with the corresponding comment.

Comments are due by **Friday August 1, 2025.** Email comments to Beth (bgarmon@hallcounty.org) and Kaitlyn (kelliott@hallcounty.org).

CALL TO ORDER

AGENDA REVIEW

APPROVAL OF MINUTES – August 18, 2025

NEW BUSINESS

1. **3985 Mount Vernon Road | Variance to Section 4.3 |** to reduce the minimum yards | on a 0.86± acre tract located on the west side of Mount Vernon Road approximately 1,796 feet north of its intersection with Oak Harbour Drive | Zoned R-1; Tax Parcel 10117 000050 **| Proposed Use: Detached garage |** * Commission District 2 | **Jeffrey C. Terry, applicant**

2. **1604 & 1608 Whiting Drive, & 1790 Browns Bridge Road | Variance to Section 5.3.1** | to reduce the minimum yards | on a combined 0.90± acre tract located on the northeast side of Whiting Road at its intersection with Browns Bridge Road | Zoned R-1 & H-B; Tax Parcels 00123 007016, 007015 & 007017 **| Proposed use: Commercial addition & to bring an existing structure into compliance |** * Commission District 4 | **Gerardo Vargas, applicant**

3. **7365 Bill Wilson Road | Variance to section 7.8.3 |** ADU standards | on a 5.20± acre tract located on the northwest side of Bill Wilson Road at its intersection with Pebble Ridge Drive |

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**

(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**

6. **(A) 1119 & 1137 West Ridge Road | Rezone |** from Residential 1 (R-1) & Light Industrial (I-1) to Light Industrial (I-1) | on an combined 4.73± acre assemblage located on the southeast side of West Ridge Road at its intersection with Stallworth Street | Zoned R-1 & I-1; Tax Parcels 00054 001040B (pt) & 001040 (pt) **| Proposed Use: Indoor/outdoor storage and warehousing |** ** Commission District 4 | **Valiant Services c/o David Elder, applicant**

   (B) 1119 & 1137 West Ridge Road | Variance to Section 8.2.3 | to reduce the minimum buffers | on an combined 4.73± acre assemblage located on the southeast side of West Ridge Road at its intersection with Stallworth Street | Zoned R-1 & I-1; Tax Parcels 00054 001040B (pt) & 001040 (pt) **| Proposed Use: Indoor/outdoor storage and warehousing |** * Commission District 4 **| Valiant Services c/o David Elder, applicant**

7. **(A) 6450 Ben Parks Road | Rezone |** from Residential 1 Low Density (R-1-L) to Planned Residential Development (PRD) | on a 60.84± acre tract located on the south side of Ben Parks Road approximately 1,946 feet from its intersection with Jake Kemp Road | Zoned R-1-L; Tax Parcel 11056 000001A | **Proposed Use: 80-lot residential development |** ** Commission District 3 | **Davis Engineering & Surveying c/o Nick Pesola, applicant**

   (B) 6450 Ben Parks Road | Variance to Section 8.4 | sidewalk standards | on a 60.84± acre tract located on the south side of Ben Parks Road approximately 1,946 feet from its intersection with Jake Kemp Road | Zoned R-1-L; Tax Parcel 11056 000001A **| Proposed Use: 80-lot residential development |** * Commission District 3 **| Davis Engineering & Surveying c/o Nick Pesola, applicant**

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

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

9. **(A) 4527 J M Turk Road & 4567 Stanley Road | Special Use |** on a combined 19.43± acre tract located on the northeast side of J M Turk Road approximately 200 feet from its intersection with Grandview Parkway | Zoned AR-1; Tax Parcels 15044 000034A & 000034 (pt) **| Proposed Use: Agri-entertainment venue |** ** Commission District 1 **| Mulberry Springs Vineyard & Winery, applicant**

   (B) 4527 J M Turk Road & 4567 Stanley Road | Variance to Section 7.7.3 | on a combined 19.43± acre tract located on the northeast side of J M Turk Road approximately 200 feet from its intersection with

Grandview Parkway | Zoned AR-1; Tax Parcels 15044 000034A & 000034 (pt) **| Proposed Use: Agri-entertainment venue |** * Commission District 1 **| Mulberry Springs Vineyard & Winery, applicant**

*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
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

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

Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

M E M O R A N D U M

To: Beth Garmon, Director of Planning and Zoning

From: Bill Nash, Director of Public Works and Utilities

Date: August 1, 2025

Subject: September 2, 2025 - Hall County Planning Commission Agenda

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the September 2, 2025, meeting. Upon review, we provide the following comments.

NEW BUSINESS

1. **3985 Mount Vernon Road | Variance to Section 4.3 |** to reduce the minimum yards | on a 0.86± acre tract located on the west side of Mount Vernon Road approximately 1,796 feet north of its intersection with Oak Harbour Drive | Zoned R-1; Tax Parcel 10117 000050 **| Proposed Use: Detached garage |** * Commission District 2 | **Jeffrey C. Terry, applicant**

a. **Engineering**: No comment
b. **Traffic:** No comment
c. **Utilities:** Gainesville sewer – Not available

2. **1604 & 1608 Whiting Drive, & 1790 Browns Bridge Road | Variance to Section 5.3.1** | to reduce the minimum yards | on a combined 0.90± acre tract located on the northeast side of Whiting Road at its intersection with Browns Bridge Road | Zoned R-1 & H-B; Tax Parcels 00123 007016, 007015 & 007017 **| Proposed use: Commercial addition & to bring an existing structure into compliance |** * Commission District 4 | **Gerardo Vargas, applicant**

a. Engineering: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
b. Traffic: No comment
c. **Utilities:** Gainesville sewer – Available onsite

3. **7365 Bill Wilson Road | Variance to section 7.8.3 |** ADU standards | on a 5.20± acre tract located on the northwest side of Bill Wilson Road at its intersection with Pebble Ridge Drive | Zoned R-1-L; Tax Parcel 09056A000008 **| Proposed Use: Accessory dwelling unit |** * Commission District 3 **| Nedra Riddle, applicant**

    a. **Engineering**: No comment
    b. **Traffic:** No comment
    c. **Utilities:** Hall County sewer service area. No infrastructure in vicinity

4. **5303 Browns Bridge Road | Special Use |** to amend conditions of zoning | on a 0.97± acre tract located on the south side of Browns Bridge Road at its intersection with Whitmire Drive | Zoned H-B; Tax Parcel 08080 003018 | **Proposed use: Vehicle repair, major** | ** Commission District 2 | **Ali Sadegh, applicant**

    a. **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
    b. **Traffic:** GDOT access permit required
    c. **Utilities:** Gainesville-Hall sewer area. No infrastructure in vicinity

5. **(A) 2196 Centennial Drive | Special Use |** on a 4.19± acre parcel located on north side of Centennial Drive approximately 1,195 feet from its intersection with Centennial Circle | Zoned I-1; Tax Parcel 08013 003033 **| Proposed Use: Outdoor recreation |** ** Commission District 4 | **Vital Foods, LLC (Juan Carlos Lomas) c/o Gaskins + LeCraw, applicant**

(B) 2196 Centennial Drive | Variance to Table 8.1.1 | Required parking | on a 4.19± acre parcel located on north side of Centennial Drive approximately 1,195 feet from its intersection with Centennial Circle | Zoned I-1; Tax Parcel 08013 003033 **| Proposed Use: Outdoor recreation |** * Commission District 4 **| Vital Foods, LLC (Juan Carlos Lomas) c/o Gaskins + LeCraw, applicant**

    a. **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
    Show FEMA and Hall County studied Flood plains that are present on site.
    Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
    b. **Traffic:** No comment
    c. **Utilities:** Gainesville sewer service area. Infrastructure is onsite

6. **(A) 1119 & 1137 West Ridge Road | Rezone |** from Residential 1 (R-1) & Light Industrial (I-1) to Light Industrial (I-1) | on an combined 4.73± acre assemblage located on the southeast side of West Ridge Road at its intersection with Stallworth Street | Zoned R-1 & I-1; Tax Parcels 00054 001040B (pt) & 001040 (pt) **| Proposed Use: Indoor/outdoor storage and warehousing |** ** Commission District 4 | **Valiant Services c/o David Elder, applicant**

(B) 1119 & 1137 West Ridge Road | Variance to Section 8.2.3 | to reduce the minimum buffers | on an combined 4.73± acre assemblage located on the southeast side of West Ridge Road at its intersection with Stallworth Street | Zoned R-1 & I-1; Tax Parcels 00054 001040B (pt) & 001040 (pt) **| Proposed Use: Indoor/outdoor storage and warehousing |** * Commission District 4 **| Valiant Services c/o David Elder, applicant**

a. **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
   Show stream buffer and impervious setback from wrested vegetation not centerline of stream
b. **Traffic:** No comment
c. **Utilities:** Gainesville sewer service area. Infrastructure is onsite

7. **(A) 6450 Ben Parks Road | Rezone |** from Residential 1 Low Density (R-1-L) to Planned Residential Development (PRD) | on a 60.84± acre tract located on the south side of Ben Parks Road approximately 1,946 feet from its intersection with Jake Kemp Road | Zoned R-1-L; Tax Parcel 11056 000001A | **Proposed Use: 80-lot residential development |** ** Commission District 3 | **Davis Engineering & Surveying c/o Nick Pesola, applicant**

(B) 6450 Ben Parks Road | Variance to Section 8.4 | sidewalk standards | on a 60.84± acre tract located on the south side of Ben Parks Road approximately 1,946 feet from its intersection with Jake Kemp Road | Zoned R-1-L; Tax Parcel 11056 000001A **| Proposed Use: 80-lot residential development |** * Commission District 3 **| Davis Engineering & Surveying c/o Nick Pesola, applicant**

a. **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
   Show FEMA and Hall County studied Flood plains that are present on site.
   Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
b. **Traffic:** Left and Right turn lanes may be required.
c. **Utilities:** Hall County Serwer service area. No infrastructure in vicinity

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

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

a. **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
   Show FEMA and Hall County studied Flood plains that are present on site.
   Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
b. **Traffic:** TIS to be provided with DRI. Traffic comments to be made after review.
c. **Utilities:** Gainesville sewer service area. Sewer is available via pump station about 0.5 miles to the North.

9. **(A) 4527 J M Turk Road & 4567 Stanley Road | Special Use |** on a combined 19.43± acre tract located on the northeast side of J M Turk Road approximately 200 feet from its intersection with Grandview Parkway | Zoned AR-1; Tax Parcels 15044 000034A & 000034 (pt) **| Proposed Use: Agri-entertainment venue |** ** Commission District 1 **| Mulberry Springs Vineyard & Winery, applicant**

(B) 4527 J M Turk Road & 4567 Stanley Road | Variance to Section 7.7.3 | on a combined 19.43± acre tract located on the northeast side of J M Turk Road approximately 200 feet from its intersection with Grandview Parkway | Zoned AR-1; Tax Parcels 15044 000034A & 000034 (pt) **| Proposed Use: Agri-entertainment venue |** * Commission District 1 **| Mulberry Springs Vineyard & Winery, applicant**

a. **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
   Show FEMA and Hall County studied Flood plains that are present on site.
   Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
b. **Traffic:** May require left and right turn lanes or a right-hand passing lane.
c. **Utilities:** Oakwood sewer service area. No sewer infrastructure in the vicinity

Outlook

Fire Comments

From John Hornick (Fire Services) <jhornick@hallcounty.org>
Date Fri 7/25/2025 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.

9. **(A) 4527 J M Turk Road & 4567 Stanley Road | Special Use |** on a combined 19.43± acre tract located on the northeast side of J M Turk Road approximately 200 feet from its intersection with Grandview Parkway | Zoned AR-1; Tax Parcels 15044 000034A & 000034 (pt) **| Proposed Use: Agri-entertainment venue |** ** Commission District 1 **| Mulberry Springs Vineyard & Winery, applicant**

(B) 4527 J M Turk Road & 4567 Stanley Road | Variance to Section 7.7.3 | on a combined 19.43± acre tract located on the northeast side of J M Turk Road approximately 200 feet from its intersection with Grandview Parkway | Zoned AR-1; Tax Parcels 15044 000034A & 000034 (pt) **| Proposed Use: Agri-entertainment venue |** * Commission District 1 **| Mulberry Springs Vineyard & Winery, applicant**

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

Re: September 2, 2025 Hall County Planning Commission Meeting Tentative Agenda

---

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

(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**

7. **(A) 6450 Ben Parks Road | Rezone |** from Residential 1 Low Density (R-1-L) to Planned Residential Development (PRD) | on a 60.84± acre tract located on the south side of Ben Parks Road approximately 1,946 feet from its intersection with Jake Kemp Road | Zoned R-1-L; Tax Parcel 11056 000001A | **Proposed Use: 80-lot residential development |** ** Commission District 3 | **Davis Engineering & Surveying c/o Nick Pesola, applicant**

   (B) 6450 Ben Parks Road | Variance to Section 8.4 | sidewalk standards | on a 60.84± acre tract located on the south side of Ben Parks Road approximately 1,946 feet from its intersection with Jake Kemp Road | Zoned R-1-L; Tax Parcel 11056 000001A **| Proposed Use: 80-lot residential development |** * Commission District 3 **| Davis Engineering & Surveying c/o Nick Pesola, applicant**

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

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

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** 2023 CUVA 15-44-34 not 34a

   (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** 2023 CUVA 15-44-34 not 34a

*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 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

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

DIRECTOR
Jorge Gomez, P.E.

Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

MEMORANDUM

To: Katie Ahmed, Planning and Zoning Director

From: Brent Cook, Assistant Director of Public Works and Utilities

Date: June 12, 2026

Subject: HZCU25-0037
Mulberry Springs Winery Traffic Assessment Memo

Please be advised that our office has reviewed the Traffic Assessment Memo for the subject rezoning. The memo was prepared by TTL, Inc by a registered professional engineer in the State of Georgia.

The methodology presented utilizes the trip generation rates from the Institute of Transportation Engineers (ITE) Trip Generation Manual, Land Use Code 970 – Wine Tasting Room. Supplemental data from the property owner was provided to provide additional context to the expected trip rates.

The memo concludes the expected traffic impacts will have little to no impact on the surrounding traffic network.

Public Works finds this methodology adequate and support the conclusions.

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

---

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
We have it all in Hall

PUBLIC NOTICE REQUIREMENTS

Zoning regulations require that public notice must be given prior to all zoning hearings as follows:

1. The Planning Department shall publish a legal advertisement no less than fifteen (15) days and no more than forty-five (45) days prior to the public hearing.

2. The Planning Department shall send notification by letter of all other property owners within a 500-foot radius of the applicant's property, 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

Outlook

Re: 4527 JM Turk Rd & 4567 Stanley Rd

From Colton Brown (Marshals) <cabrown@hallcounty.org>
Date Fri 6/12/2026 1:45 PM
To Richard Ellis (Marshals) <rellis@hallcounty.org>; Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Amanda M. Reagan (Marshals) <areagan@hallcounty.org>
Cc Katie G. Ahmed (Planning) <kahmed@hallcounty.org>; Lynn Taylor (Planning) <ltaylor@hallcounty.org>

2 attachments (4 MB)
IMG_2237.jpeg; IMG_2238.jpeg;

Good Afternoon,

I located and changed 2 signs to reflect BOC meeting date as June 25,2026 at 6:00PM. Pictures at attached.

Thank you,
Officer C. Brown
Marshal's Office
Hall County Community Development and Infrastructure
770-531-6762 | www.hallcounty.org

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

Please note, as of January 20, Community Development and Infrastructure departments, including the Marshal's Office have been temporarily relocated to 2829 Browns Bridge Road, the Hall County Government Center Temporary Annex.

From: Richard Ellis (Marshals) <rellis@hallcounty.org>
Sent: Friday, June 12, 2026 10:06
To: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Colton Brown (Marshals) <cabrown@hallcounty.org>; Amanda M. Reagan (Marshals) <areagan@hallcounty.org>
Cc: Katie G. Ahmed (Planning) <kahmed@hallcounty.org>; Lynn Taylor (Planning) <ltaylor@hallcounty.org>
Subject: Re: 4527 JM Turk Rd & 4567 Stanley Rd

Please note, as of January 20, Community Development and Infrastructure departments, including the Marshal's Office have been temporarily relocated to 2829 Browns Bridge Road, the Hall County Government Center Temporary Annex.

Thanks,

Sergeant Rich Ellis
Marshal's Office
Hall County Community Development and Infrastructure
(770) 531-6762 | www.hallcounty.org

HALL COUNTY
GEORGIA
We have it all in Hall

From: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Sent: Friday, June 12, 2026 10:06:01 AM
To: Colton Brown (Marshals) <cabrown@hallcounty.org>; Amanda M. Reagan (Marshals) <areagan@hallcounty.org>; Richard Ellis (Marshals) <rellis@hallcounty.org>
Cc: Katie G. Ahmed (Planning) <kahmed@hallcounty.org>; Lynn Taylor (Planning) <ltaylor@hallcounty.org>
Subject: 4527 JM Turk Rd & 4567 Stanley Rd

Good Morning,

Can the two signs be updated to show the BOC meeting as June 25, 2026 and photos taken? Their location is shown below.



Thank you,

Kaitlyn Elliott
Planning Commission Clerk
Planning and Zoning
(770) 531-6810
kelliott@hallcounty.org
www.hallcounty.org

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

Please note: Hall County will be implementing our new NextRequest Open Records Request portal on July 1, 2026. Current ORR specific email addresses (such as orr_bocc@hallcounty.org, etc.) will be deactivated, and all requests will need to be submitted through the new portal (https://hallcountyga.nextrequest.com/).

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 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.

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 25, 2026
Time: 6:00 P.M.

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809

04-2024

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 25, 2026

Time: 6:00 P.M.

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809

04-2024

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

June 9th, 2026

Dear Commissioners,

I am writing you to provide my support for the Special Use: Agri-Entertainment Venue for the Mulberry Springs Winery & Vinyard, and ask that you approve the Agri-Entertainment business license for this winery. The winery has been a positive contribution to our J M Turk Rd neighborhood community and compliments the low density nature of our homes. The owner, Mark Faul, has been open and cooperative with his neighbors to address any issues brought to his attention. Being able to offer additional services to the area is a plus and it additionally helps the Winery to continue for the long term with additional revenue sources.

I am a 26 year homeowner & resident of Hall County and also the President of the Elah Valley Homeowners Association – just down the road from the winery on J M Turk Road. Precedence for hosting events venue has already been set in our area as the Hall County Board Of Commissioners approved an Agri-Entertainment License for The Farmhouse at 30542 (4613 J M Turk Rd). For several years, The Farmhouse hosted weddings and special events outdoors with outside music. When this venue was being considered, many of our homeowners were concerned about traffic impact & noise issues, but the reality of The Farmhouse events was that there were no traffic issues at all and the music did not present any significant issues. The Mulberry Springs Winery & Vineyard has a beautiful building to hosts events with music inside which has less impact to the community than did the Farmhouse at 30542.

Thank you for considering my support

Sincerely,
Bill Doucher

President, Elah Valley HOA

[redacted]

4789 J M Turk Rd
Flowery Branch, Ga 30542

[redacted]

June 11, 2026

Hall County Board of Commissioners Hall County Planning Commission 2875 Browns Bridge Road Gainesville, GA 30504

RE: HZCU25-0037, HVAR25-0035 – Mulberry Springs Vineyard & Winery 4527 J M Turk Road and 4567 Stanley Road Flowery Branch, Georgia

Dear Commissioners,

My name is Kelly Reams, and I reside at 4621 Stanley Road, Flowery Branch, Georgia 30542.

I am writing in support of the Special Use application and Variance Request for Mulberry Springs Vineyard & Winery.

Mulberry Springs Vineyard & Winery is a positive asset to the community and represents the type of agricultural business that Hall County should encourage and support. The vineyard preserves open space, promotes local agriculture, and provides a unique venue where residents and visitors can enjoy the beauty of rural Hall County.

The winery has demonstrated a commitment to maintaining an attractive and well-managed property. The proposed agri-entertainment activities are consistent with the existing use of the property and will provide additional opportunities for community gatherings, celebrations, and agricultural tourism.

I believe the winery complements the surrounding area and enhances the quality of life for residents by offering a destination that highlights Hall County's agricultural roots while supporting local economic activity.

For these reasons, I respectfully request that the Hall County Board of Commissioners approve the Special Use application for Mulberry Springs Vineyard & Winery.

Thank you for your time and consideration.

Sincerely,

Kelly Reams

4621 Stanley Road

Flowery Branch, GA 30542

June 11, 2026

Hall County Board of Commissioners Hall County Planning Commission 2875 Browns Bridge Road Gainesville, GA 30504

RE: HZCU25-0037, HVAR25-0035 – Mulberry Springs Vineyard & Winery 4527 J M Turk Road and 4567 Stanley Road Flowery Branch, Georgia

Dear Commissioners,

My name is Thomas Reams, and I reside at 4621 Stanley Road, Flowery Branch, Georgia 30542.

I am writing to express my strong support for the Special Use and Variance request submitted by Mulberry Springs Vineyard & Winery to allow agri-entertainment activities associated with its existing farm winery operation.

As a nearby property owner, I believe Mulberry Springs Vineyard & Winery is an excellent addition to our community and is fully compatible with the agricultural and rural character of this area. The vineyard and winery have become a unique local destination that promotes agriculture, agritourism, and appreciation for open space while maintaining the natural beauty of the surrounding area.

The property has operated as a farm winery for several years and has invested significantly in improving and maintaining the site. The vineyard, tasting facilities, and surrounding grounds are well maintained and contribute positively to the appearance and character of the community. In my opinion, allowing the winery to host weddings, corporate gatherings, educational events, and similar activities is a natural extension of its existing agricultural use.

Hall County continues to experience substantial residential growth and development. Facilities such as Mulberry Springs Vineyard & Winery help preserve the agricultural heritage of our community while providing residents and visitors with opportunities to enjoy local agriculture, locally produced products, and outdoor recreation in a beautiful setting.

Based on my familiarity with the property and surrounding area, I believe the requested Special Use is appropriate and will benefit the community. I respectfully encourage the Hall County Board of Commissioners to approve the application.

Thank you for your consideration.

Sincerely,

Thomas Reams

4621 Stanley Road

Flowery Branch, GA 30542

Outlook

FW: Mulberry Springs Winery

From Lynn Taylor (Planning) <ltaylor@hallcounty.org>
Date Tue 6/16/2026 8:53 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Cc Katie G. Ahmed (Planning) <kahmed@hallcounty.org>

From: William Floor <William_Floor@rei.ricoh.com>
Sent: Tuesday, June 16, 2026 5:18 PM
To: Lynn Taylor (Planning) <ltaylor@hallcounty.org>
Subject: Mulberry Springs Winery

You don't often get email from william_floor@rei.ricoh.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 Day,,

I'm writing this in support of the request for Mulberry Springs Winery to become an agricultural entertainment center for small parties. It's such a beautiful event space and I think many great memories can be made, but local citizens and small businesses.

We often escape to Mulberry Springs Winery for our local "get away and relax" location.

Please allow this request, I would greatly appreciate it, as will so many others.

Thank you in advance for your consideration,

Bill Floor
President & CEO
Ricoh Electronics, Inc.
Lawrenceville, GA
Tel (770) 338-7200 (Main)
Tel (770) 338-7230 (Direct)
Email: william_floor@rei.ricoh.com
www.rei.ricoh.com
RICOH
imagine. change.

Outlook

Mulberry Springs Winery

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Thu 6/18/2026 9:09 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Jennifer Ross [redacted]
Sent: Wednesday, June 17, 2026 2:17 PM
To: Lynn Taylor (Planning) <ltaylor@hallcounty.org>
Subject: Mulberry Springs Winery

You don't often get email from [redacted] Learn why this is important

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

Lynn

I hope you are well. I wanted to write to express my extreme support for the Mulberry Springs Winery. We actually live directly behind the winery and can hear the music from time to time (which we enjoy) and we visit the winery as well. We were thrilled to see that a winery was opening a few years ago and are even more thrilled to see it growing and the new event space being created.

This is exactly the type of development that Flowery Branch and our community needs. As our community grows, having higher-end venues like this bring visitors who theoretically will spend money as visitors and also make living in FB more appealing to possibly move here.

We live in Quailwood and want to ensure that our community maintains a safe and expanding tax base for businesses and housing. The optics on this event space can only make FB appear to be a growing and exciting place to live.

In addition, the space is beautiful!

Finally, we oppose the current proposed rezoning/ development further down JM Turk for apartments and townhomes. JM Turk is a small 2-lane road that cannot sustain this kind of development and frankly, these housing units will not contribute positively to our home values nearby.

Happy to discuss further, but I am fairly certain most Quailwood residents agree with these statements.

Regards,

Jennifer Ross-Lederer

[redacted]

Outlook

FW: Mulberry Springs Vineyard and Winery

From Lynn Taylor (Planning) <ltaylor@hallcounty.org>
Date Tue 6/16/2026 8:57 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Cc Katie G. Ahmed (Planning) <kahmed@hallcounty.org>

-----Original Message-----
From: Joya Talhouk <[redacted]
Sent: Tuesday, June 16, 2026 1:38 PM
To: Lynn Taylor (Planning) <ltaylor@hallcounty.org>
Subject: Mulberry Springs Vineyard and Winery

[You don't often get email from [redacted] Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

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

Please consider this email a vote of Support to allow Mulberry Springs Vineyard and winery to rent its space for events.
This winery is an especially lovely setting representing the very best of Hall County. What a wonderful way to promote the natural beauty of this area.
The stunning new tasting room provides a perfect opportunity for friends and family to gather and celebrate special occasions in a one of a kind environment.
MSVW should be granted permission to rent and benefit from the thoughtful investment that has been made in this stunning piece of property.
Joya Talhouk
Sent from my iPhone

To: Hall County Planning Commission

From: Tony & Rena' Martin

4533 J M Turk Rd

Flowery Branch, GA 3054

Dear Hall County Planning Commission,

We respectfully request the denial of the proposed Special Use Permit and Variance for Mulberry Springs Vineyard and Winery, located at 4527 J.M. Turk Road.

As the owners of the adjacent residential property, we would be the most directly and significantly impacted by the proposed Agri-Entertainment Venue. (Please also refer to our previously submitted letter dated August 29, 2025.)

To be direct, during the original building permit application process, Mr. Faul indicated that the structure would be used for the purpose of a tasting room and for wine storage with year-round operations during inclement weather—never mentioning the use as an entertainment venue! This representation was consistent with what he had shared with us in prior conversations. The current request for expanded use as an event venue is a substantial deviation from that original understanding.

Additionally, the proposed event structure and parking area do not meet Hall County's required setback standards for business use. The structure is approximately 32 feet from our property line, and the gravel parking lot—already a source of significant noise—is only about 35 feet away. The Venue AND Parking Lot falls far short of the county's required setbacks. (This appears to totally ignore setbacks BUILD a structure and now ask for Variances?!?)

Due to this close proximity, our quality of life has already been negatively affected, and further expansion would only increase these impacts. We have experienced ongoing issues with loud live music from the existing outdoor pavilion, requiring multiple complaints to Mr. Faul. There have also been concerns from overnight onsite camping patrons congregating in the parking area and shining flashlights throughout the winery and vineyards.

As a resident who works 12-hour rotating shifts with a 5:00 a.m. start time, the continued increase in late-night activity and noise is especially disruptive. This is a quiet residential area, not a Commercial Entertainment District.

The comparison to the Mulberry Community Center is not applicable, as that facility does not operate late into the evening, host live music, or serve alcohol—factors that significantly contribute to increased noise and activity levels.

Furthermore, <u>it appears that the Applicant has NOT been Fully Transparent Throughout This Process</u>. The current layout concentrates the operation within a small portion of the property while seeking additional variances to compensate for inadequate planning. Expanding into an entertainment venue will necessitate even more parking and activity, further impacting our home—particularly our master bedroom, which is located adjacent to the existing parking lot.

We respectfully ask the Commission to consider whether this type of operation is appropriate in such close proximity to neighboring residences. We also question how the existing structure was approved at such a limited distance from our property line.

We invite any Commission member who wishes to better understand these concerns to visit our property and observe firsthand the proximity and impact prior to making a final decision.

Thank you for your time and consideration.

Respectfully,
The Martins,

Tony and Rena' [redacted]

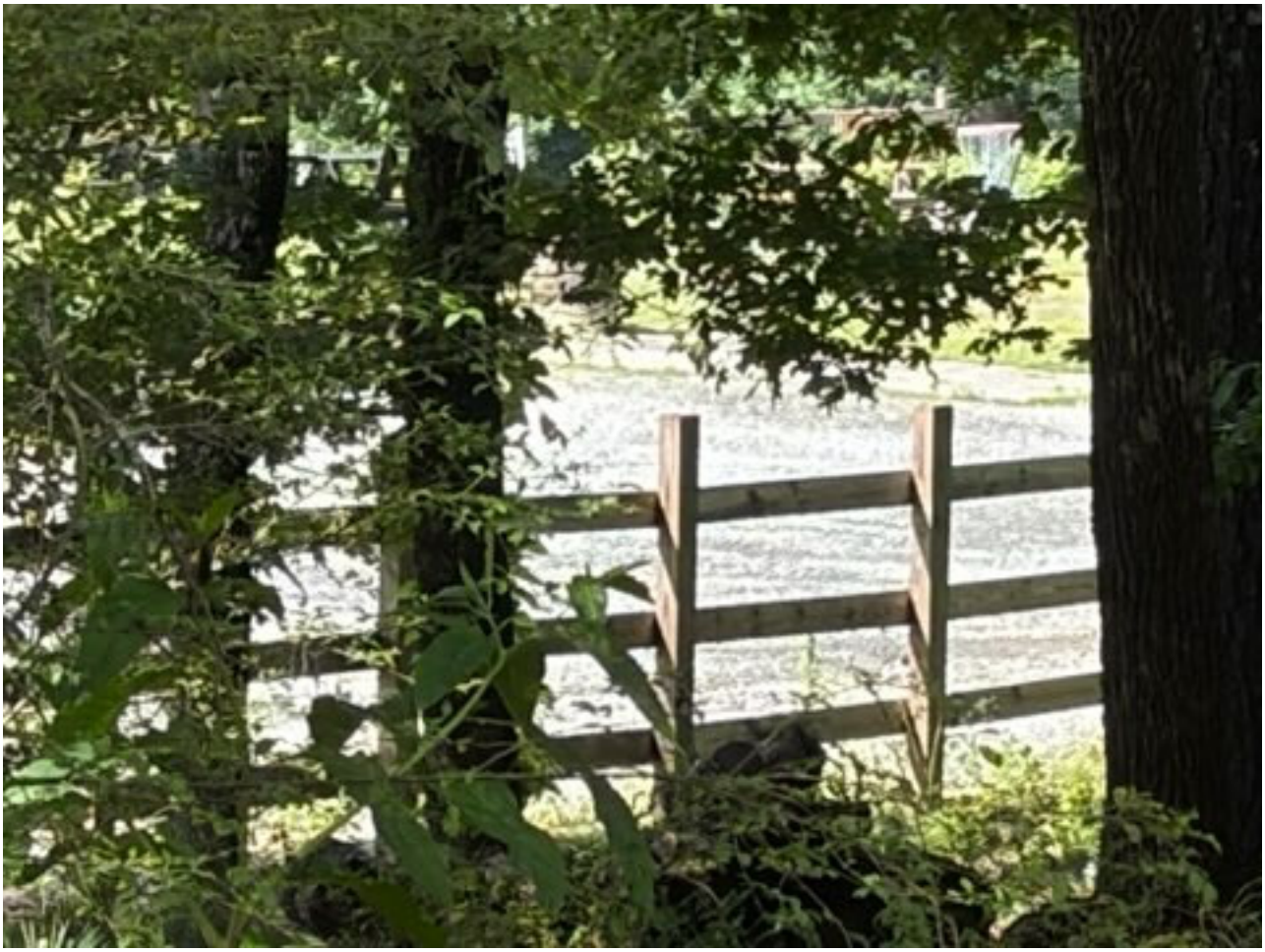













MF


UNITY









HALL COUNTY
GEORGIA We have it all in Hall

AGENDA ITEM

Planning & Zoning

REPORT TO: **Work Session (06/22/26)**

REPORT TO: **Voting Meeting (06/25/26)**

ITEM NO: 409/2026

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** *Note: Tabled at the June 11, 2026 Voting Meeting until the June 25, 2026 Voting Meeting.*

Meetings:

Work Session Date: 06/22/26 **Voting Meeting Date:** 06/25/26

Executive Summary:

Presenter: KA

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:
Updated Board Memo
Request to Table
Board Memo
Staff Report
Application
Narrative
Site Plan
Maps
Plat
Deed
Trip Generation Memo
Updated Environmental Health Comment
Updated GDOT Comment
Updated Public Works Comment
Updated Fire Comment
Updated Tax Assessors Comment
September 2025 Environmental Health Comment
September 2025 GDOT Comment
September 2025 Public Works Comment
September 2025 Fire Comment
September 2025 Tax Assessors Comment
September 2025 Notice Sign
Public Works Traffic Memo
Business License Comment
Building Inspections Comment
Public Comments
June 25, 2026 Notice Signs
June 11, 2026 Notice Sign
Public Comment - from Bill Doucher
Public Comment - from Kelly Reams
Public Comment - from Kelly Reams 2
Public Comment - from Joya Talhouk
Public Comment - from Jennifer Ross-Lederer
Public Comment - from Bill Floor
Public Comment - from Tony & Rena Martin

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

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

PLANNING AND ZONING
DIRECTOR
Katie G. Ahmed

Hall County Government
PLANNING AND ZONING

To: David Gibbs, Chairman
Kathy Cooper, District 1 Commissioner
Billy Powell, District 2 Commissioner
Gregg Poole, District 3 Commissioner
Jeff Stowe, District 4 Commissioner

From: Katie Ahmed, Planning & Zoning Director

Date: June 16, 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**

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**

Dear Commissioners,

The above referenced applications were tabled at the applicant's request from the June 11, 2026 Board of Commissioners meeting to the June 25, 2026 meeting in order to provide additional information based on staff comments in the staff report—specifically related to traffic generation and the Conservation Use Valuation Assessment (CUVA) associated with the property. Furthermore, the applicant submitted additional hardship documents as it relates to the required variances to the Special Use standards. These documents are attached.

The applicant has submitted a Trip Assessment Memorandum prepared by TTL, dated June 11, 2026, evaluating traffic generated by the existing farm winery operations as well as projected traffic from special events. The memorandum concludes: "Based on the projected trips during the weekday, weekend, and peak hours; any event held at the winery will have little to no impact on the

surrounding traffic network." A Memorandum from Brent Cook, Assistant Public Works Director, dated June 12, 2026, states that "Public Works finds the methodology adequate and supports the conclusions of the assessment."

In 2021, when the applicant proposed construction of the farm winery building, the Environmental Health Department required that the structure be located on the same parcel as its associated septic field and repair area. To meet this requirement, the applicant submitted a reconfiguration plat, resulting in the expansion of the parcel at 4527 J M Turk Road to its current size of approximately 2.21 acres. At that time, the applicant entered into a Conservation Use Valuation Assessment (CUVA) contract for the 4567 Stanley Road property, on which the majority of the vineyard associated with the winery is located, leaving the 4527 J M Turk Road parcel out of CUVA.

With the zoning ordinance update in November 2024, the minimum lot size for a farm winery and agri-entertainment venue was established at 5 acres, a standard that did not exist when the original winery was created. Upon further review, staff's recommended Condition #1 would require an action that places the applicant in breach of his CUVA contract, resulting in substantial financial penalties. Because the 5-acre minimum was not in effect at the time of the winery's establishment and given that the adjoining 17.27± acre parcel at 4567 Stanley Road is under common ownership and contains the majority of the vineyard serving the winery, staff finds that the intent of the ordinance is met and recommends removal of Condition #1.

In conclusion, given that a Trip Assessment Memorandum has been submitted and accepted by Public Works, that the winery predates the establishment of the 5-acre minimum use standard, and that the combined acreage of the existing winery and the proposed agri-entertainment venue exceeds the 5-acre minimum requirement, staff recommends approval of the Special Use request with the following amended conditions:

1. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval.

2. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

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

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

PLANNING AND ZONING
DIRECTOR
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.

.



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:

.

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
GEORGIA
We have it all in Hall

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

---

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
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503
t: 770-531-6809 I f: 770-531-3902

HALL COUNTY
GEORGIA
We have it all in Hall

CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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

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

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating $250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

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

I have**____ I have not X

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

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

Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/Owner's Signature: _____ **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.

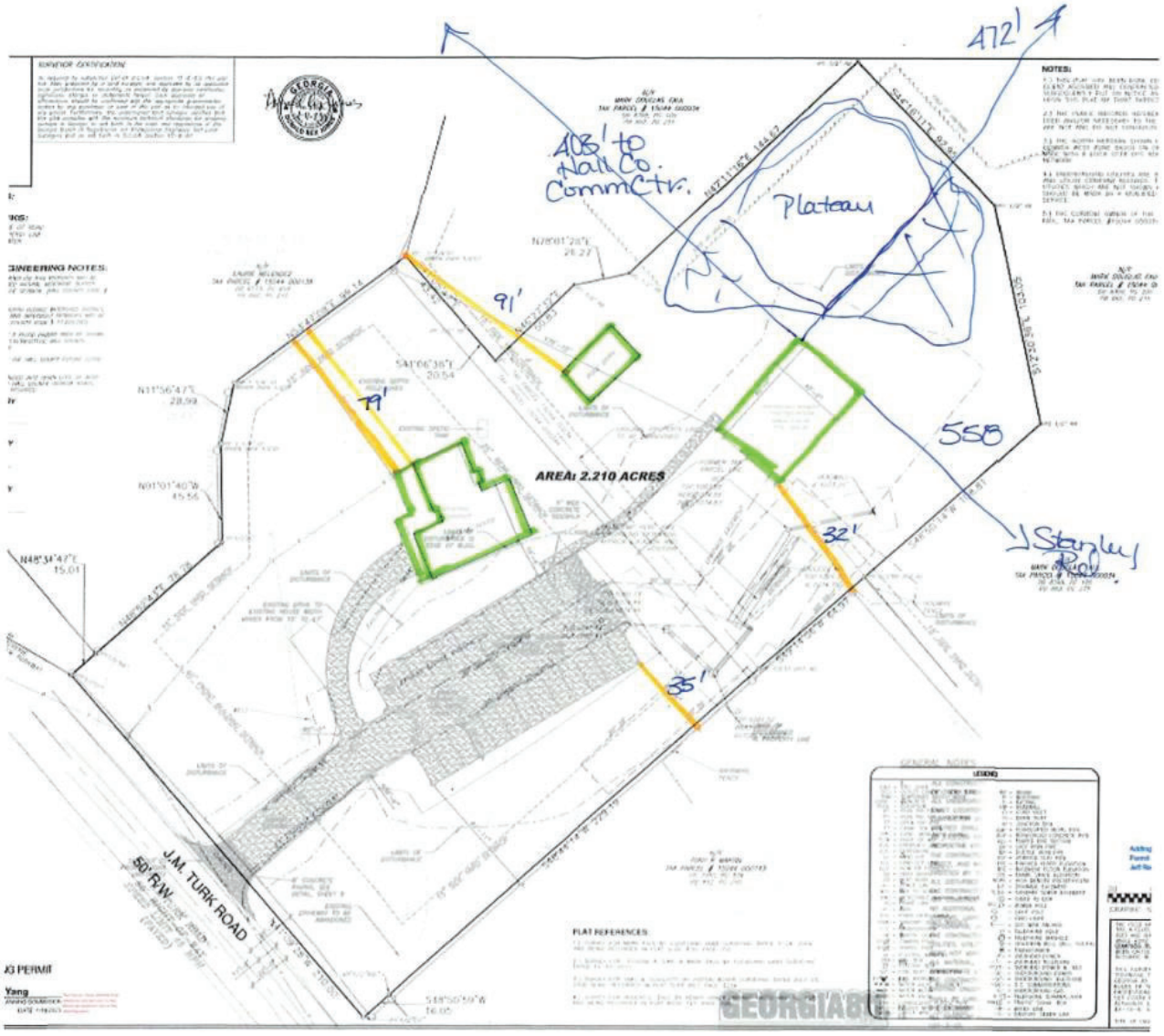
Enclosure 1 – Copy of the plats

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")

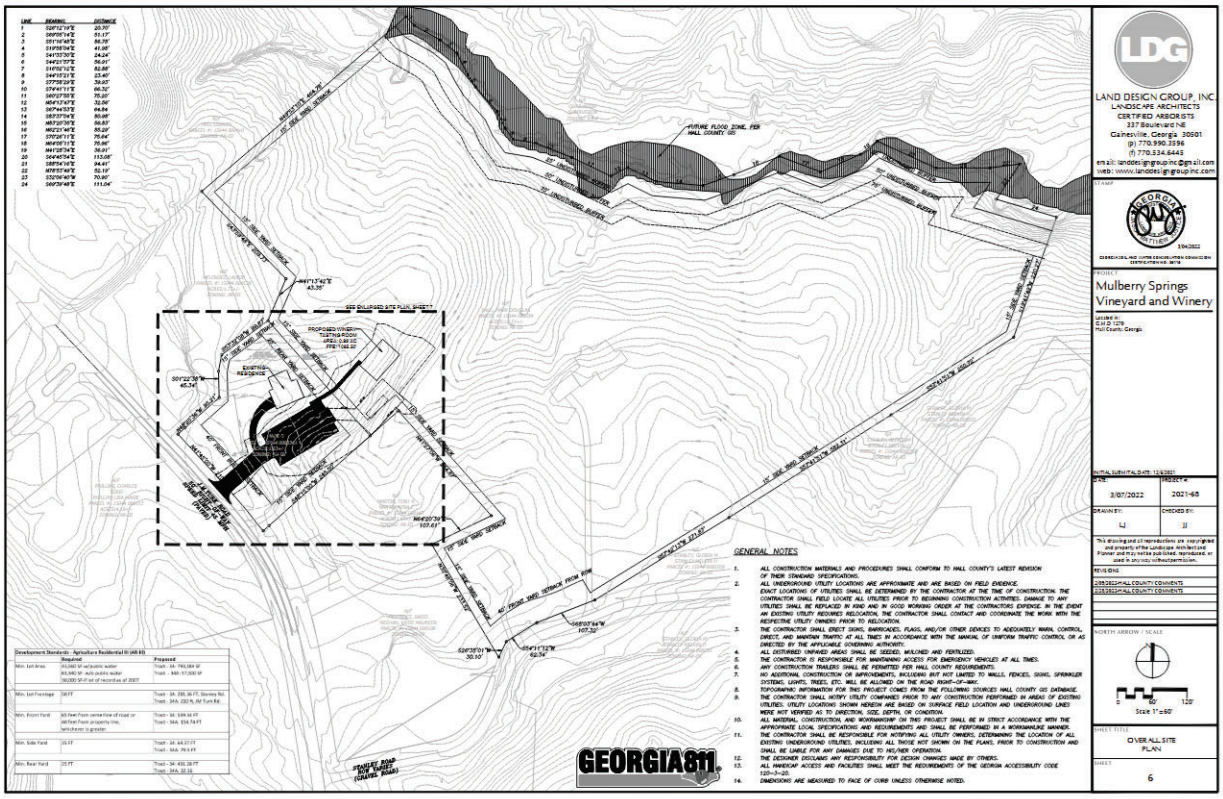
(Wherever there is a reference herein to the Grantor or the Grantee, the singular includes the plural and the masculine includes the feminine and the neuter, and said terms include and bind the heirs, executors, administrators, successors and assigns of the parties hereto.)

WITNESSETH

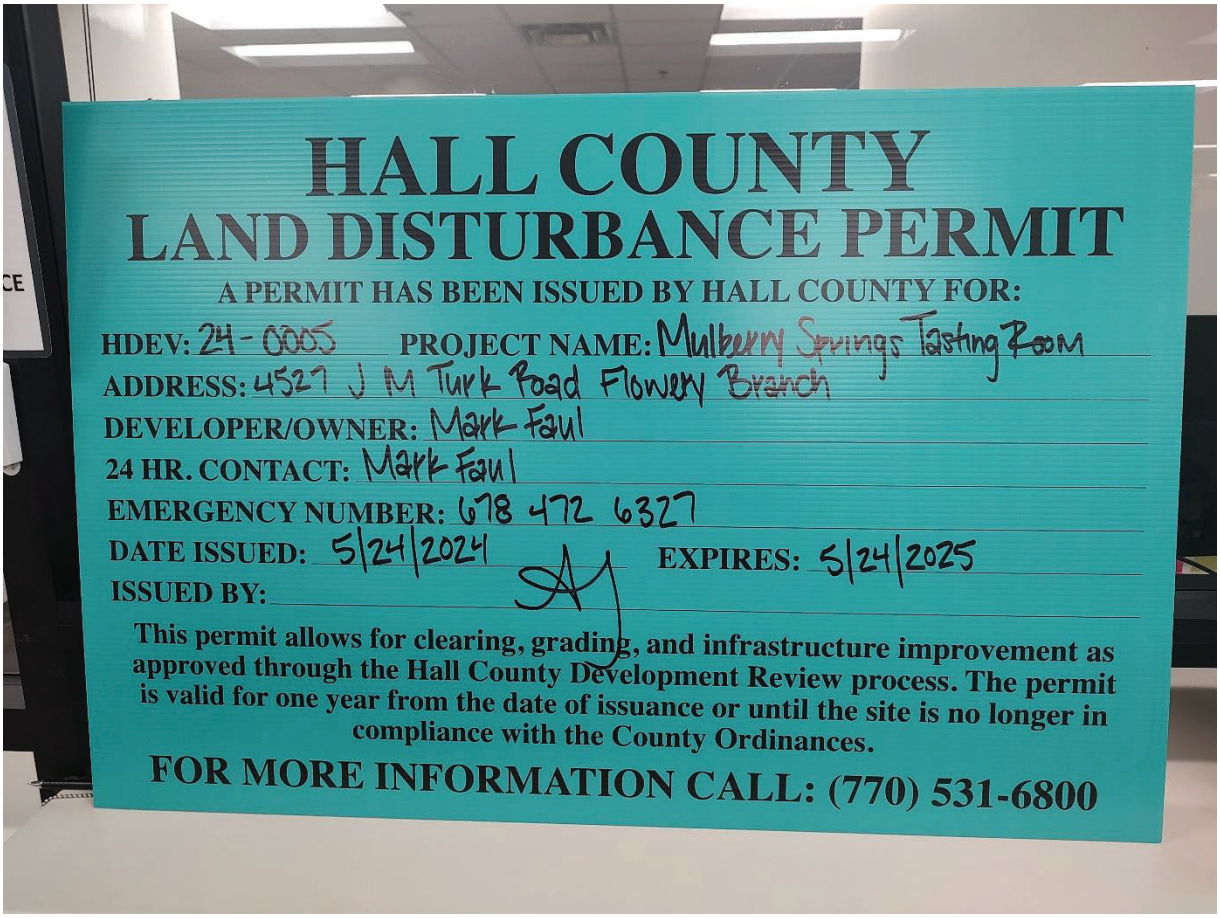
GRANTOR, in consideration of the sum of –TEN DOLLARS-- and other valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee the following 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:

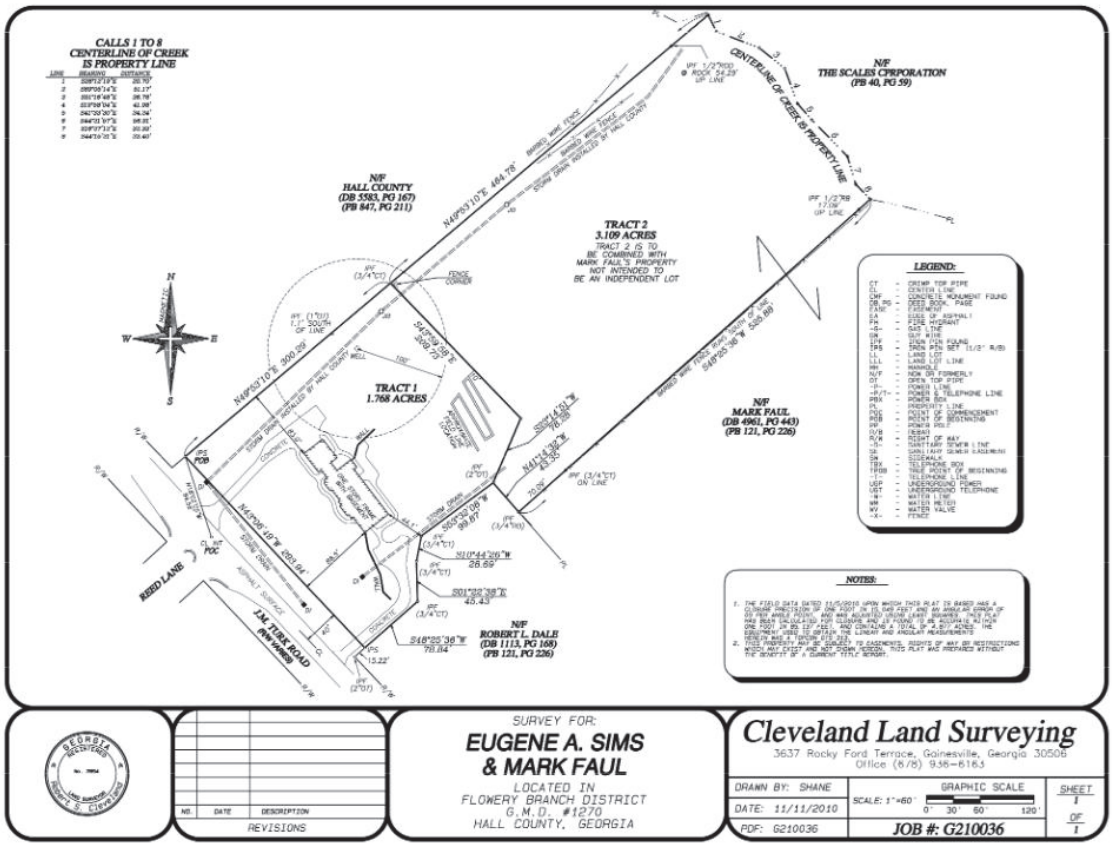
Enclosure 4 - Site Plan (approved and mostly constructed)



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

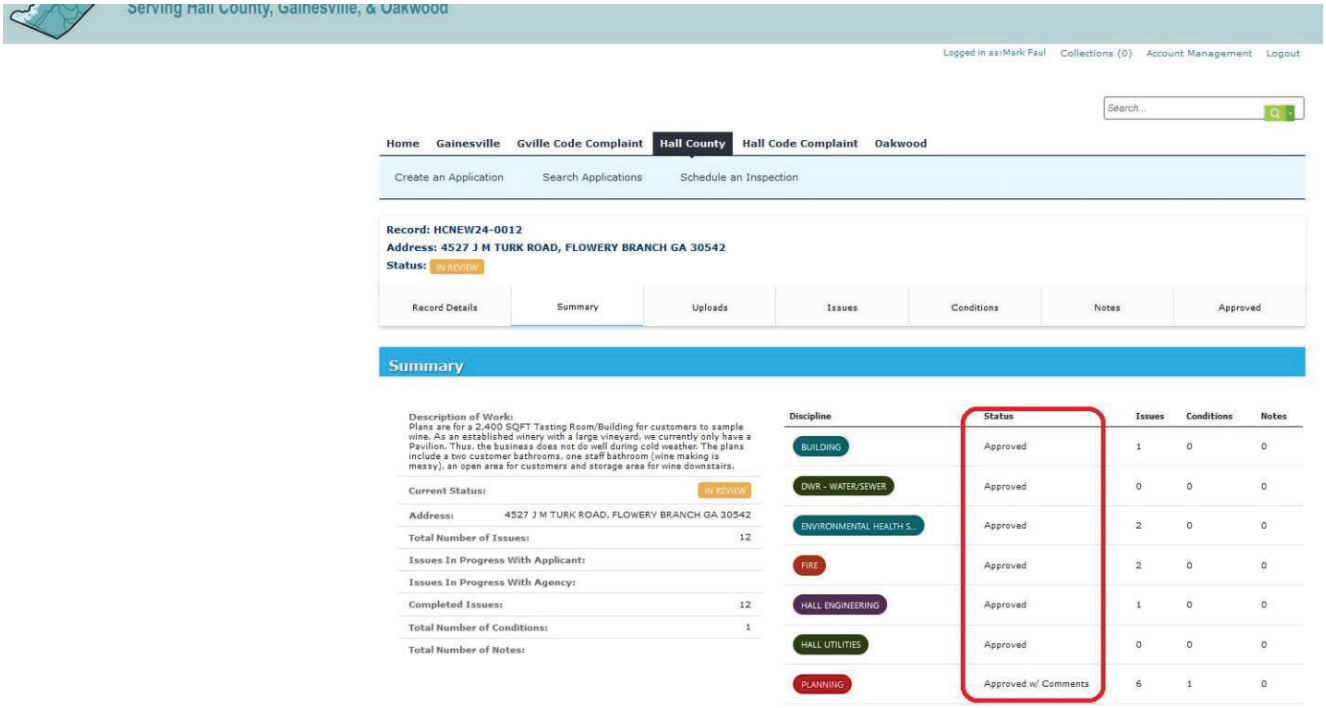
Required Deposit
1/4 and 1/2 Community Room Deposit $100
Full Community Room Deposit $200

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



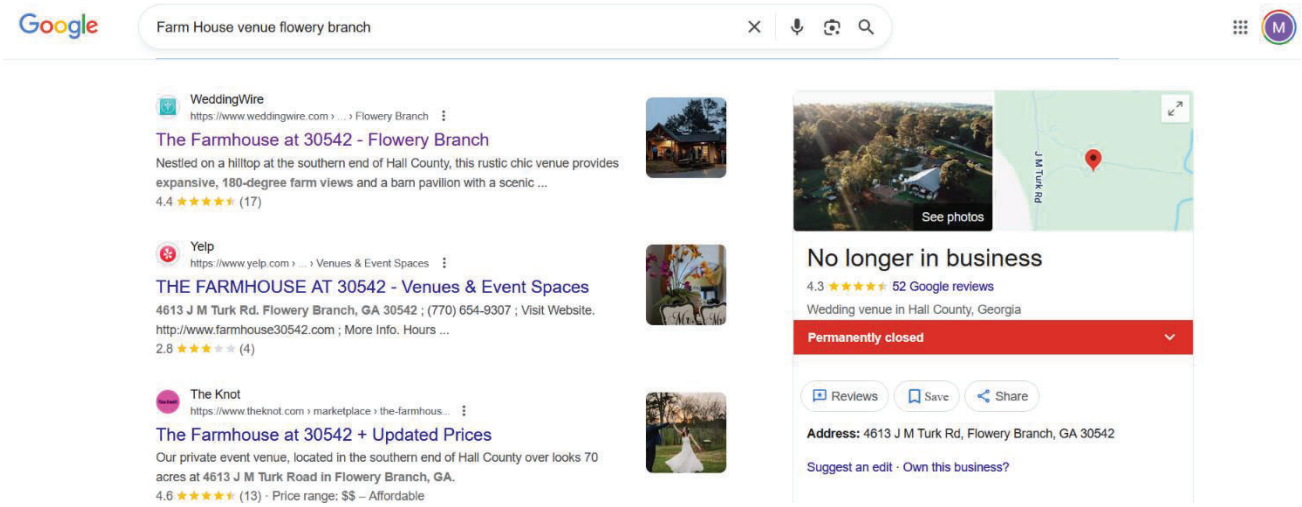
Enclosure 12



Enclosure 13 – Plateau area



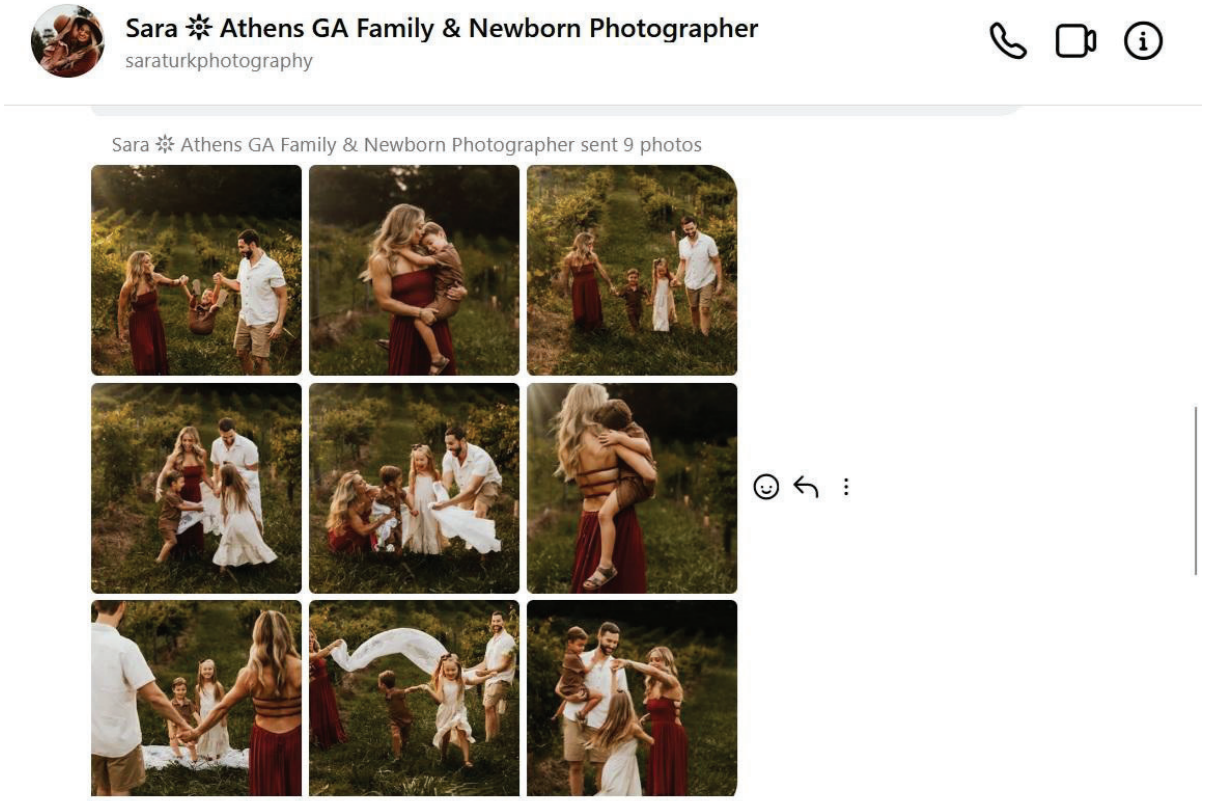
Enclosure 14



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

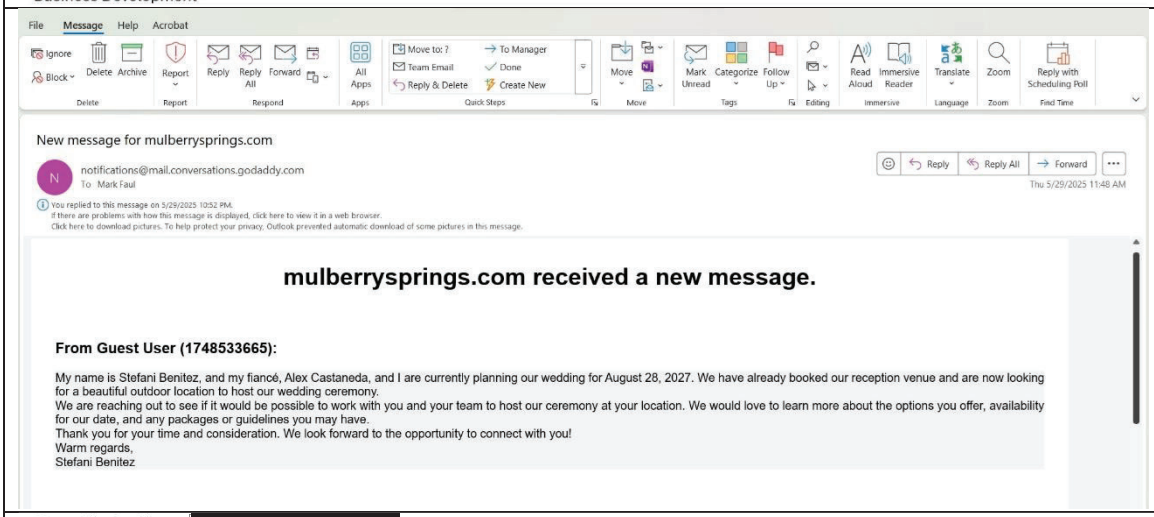
You replied to this message on 7/20/2024 5:54 AM.

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

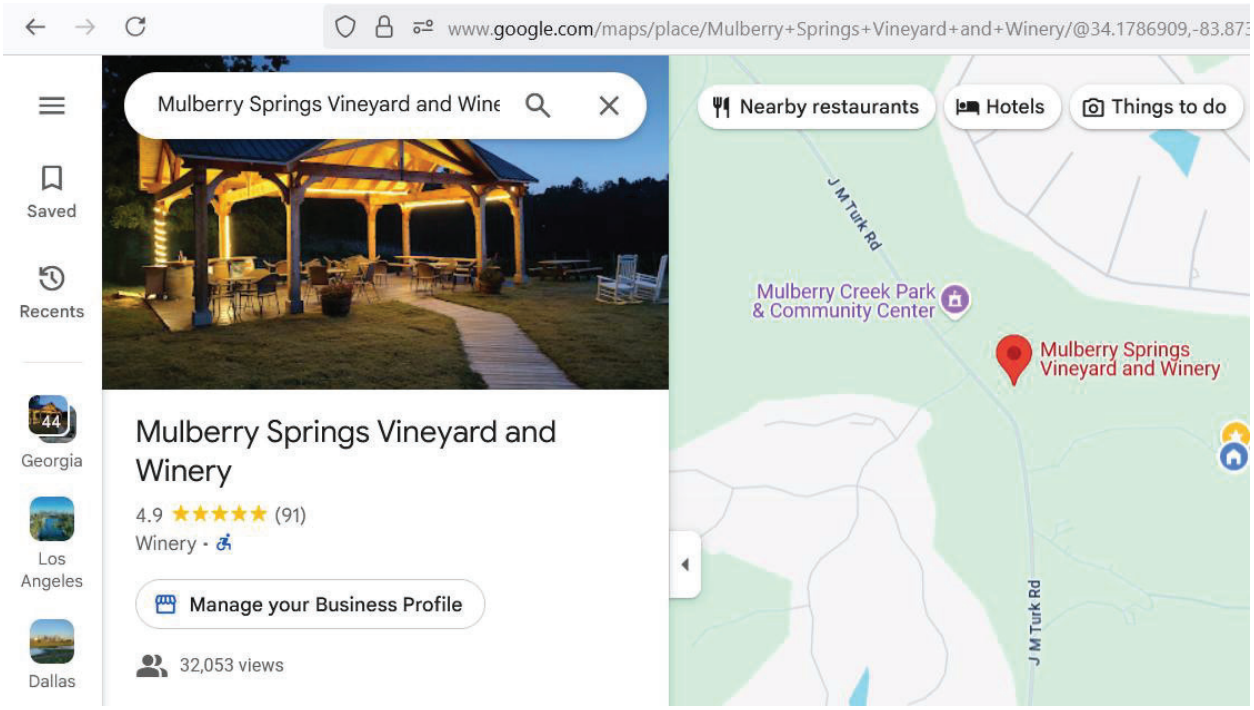
Enclosure 20 – Largest Vineyard







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

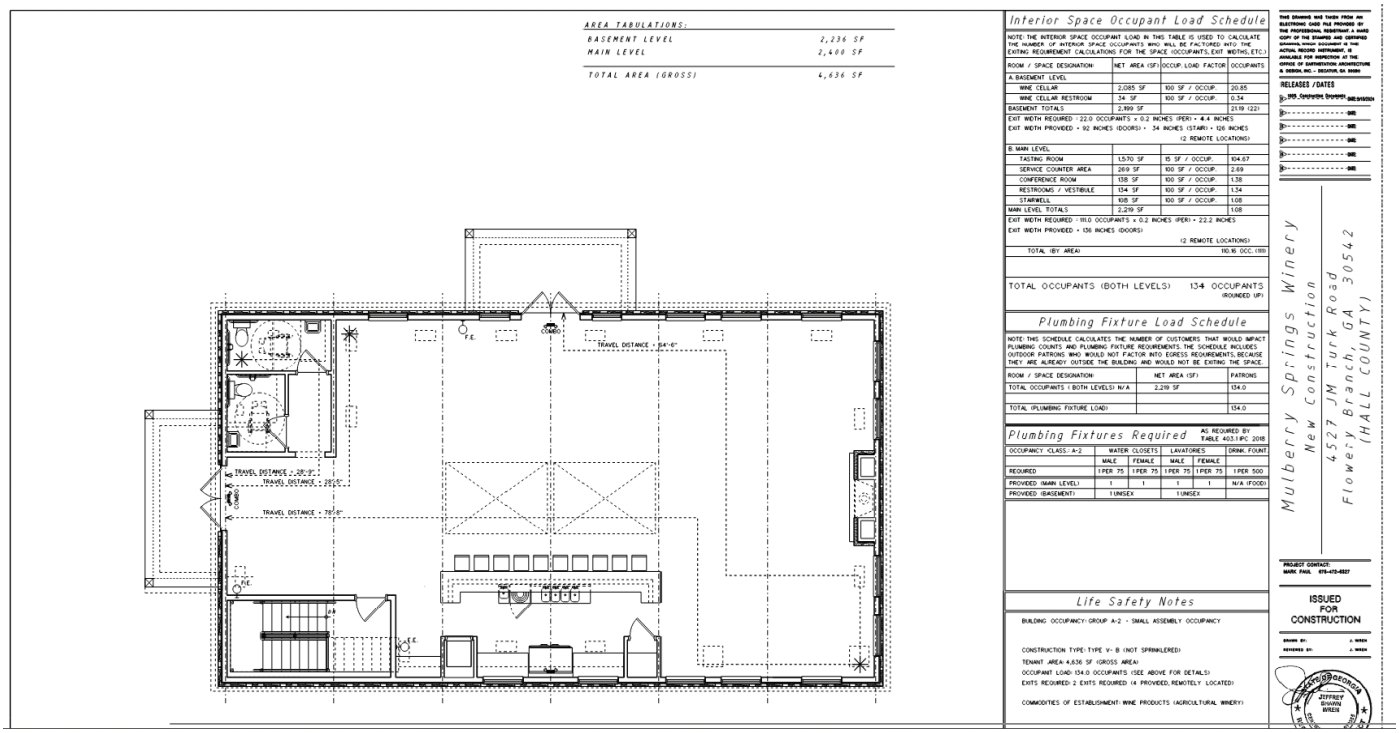
Witness my hand and seal of Hall County the day and year written above.

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

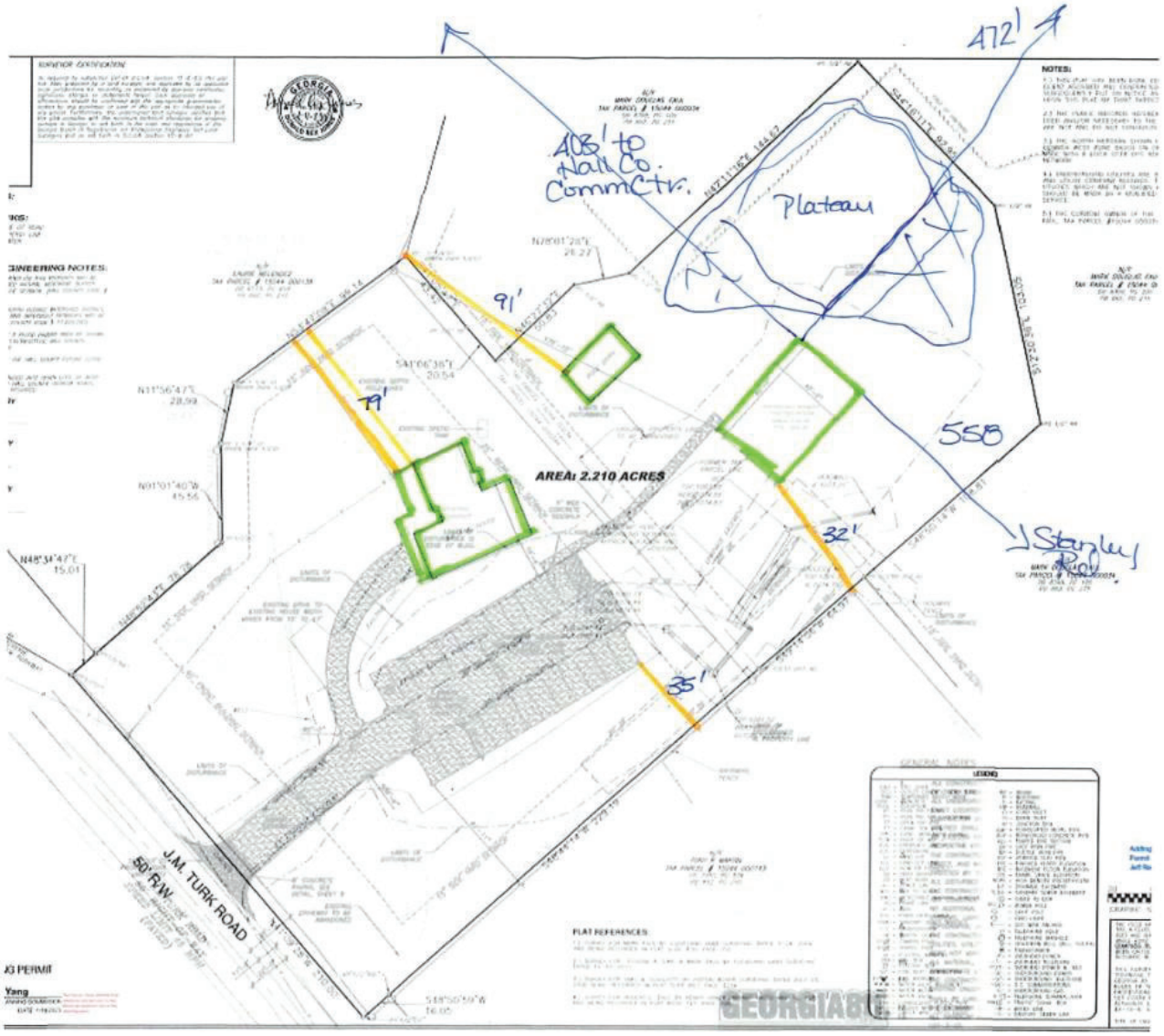
Enclosure 1 – Copy of the plats

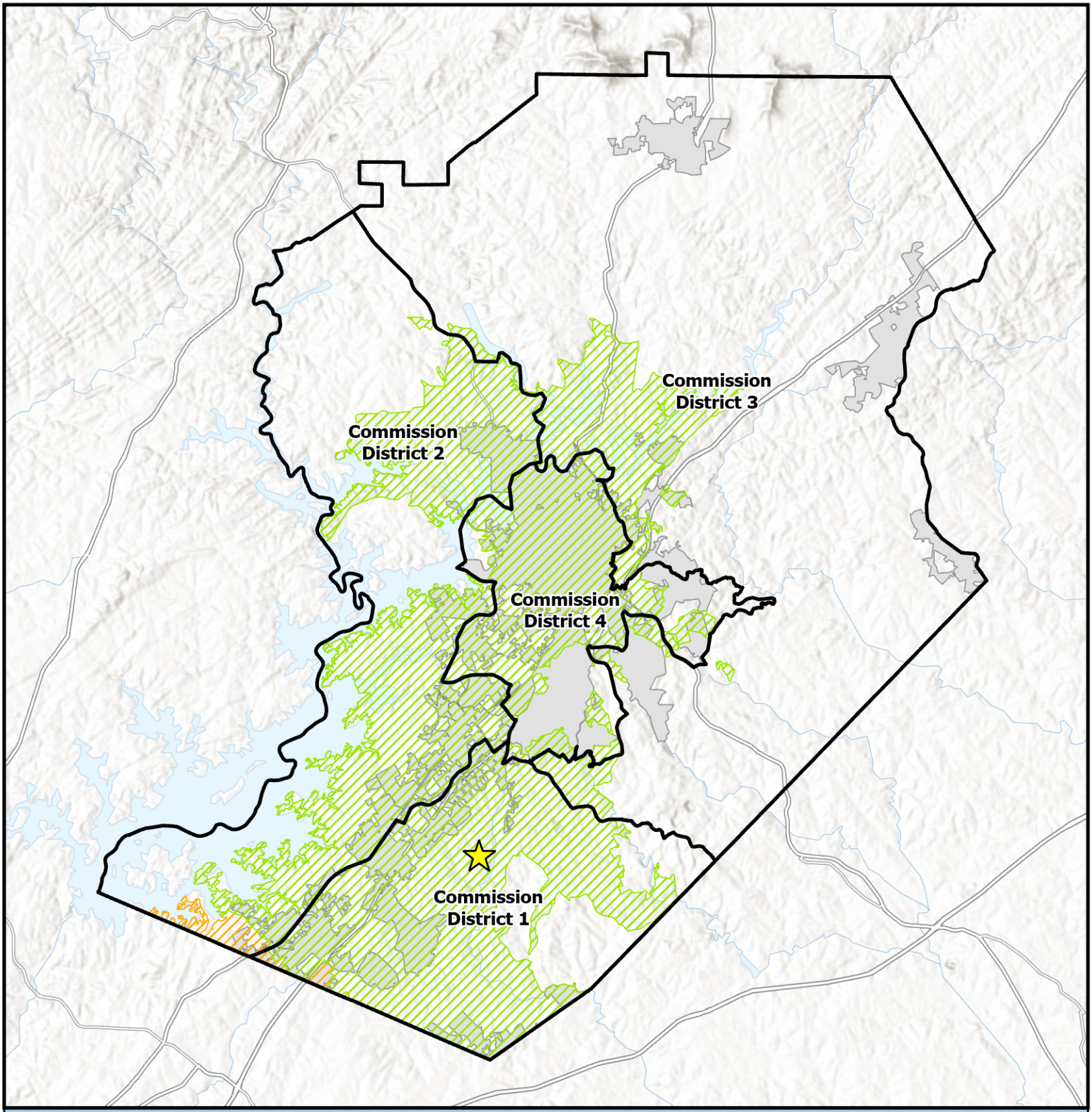
SITE PLAN
4527 JM Turk Road & 4967 Stanley Road (part)
8/8/2025



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

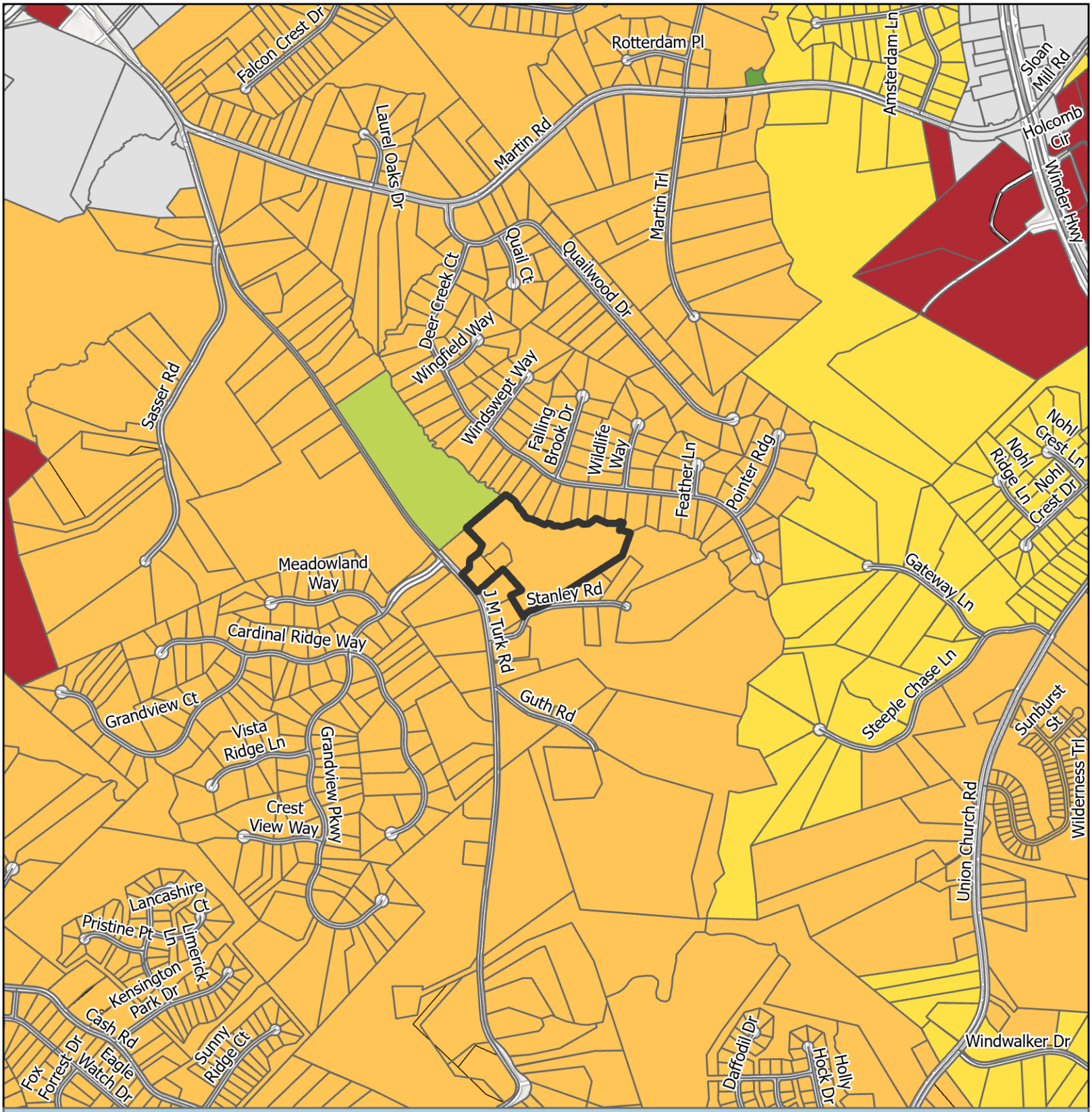
Urbanized Zone Areas

- 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

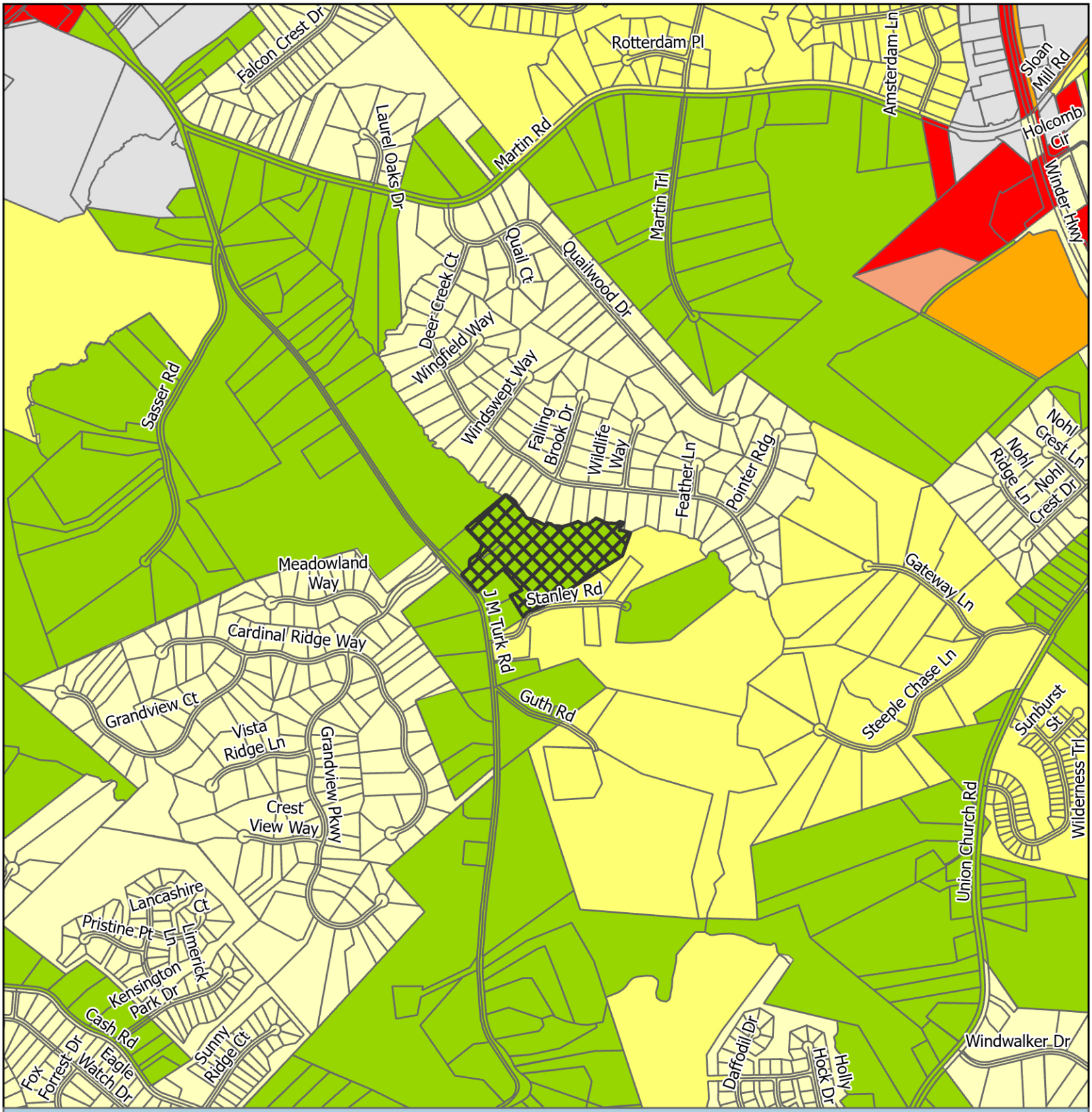
Subject Area
City Limits

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

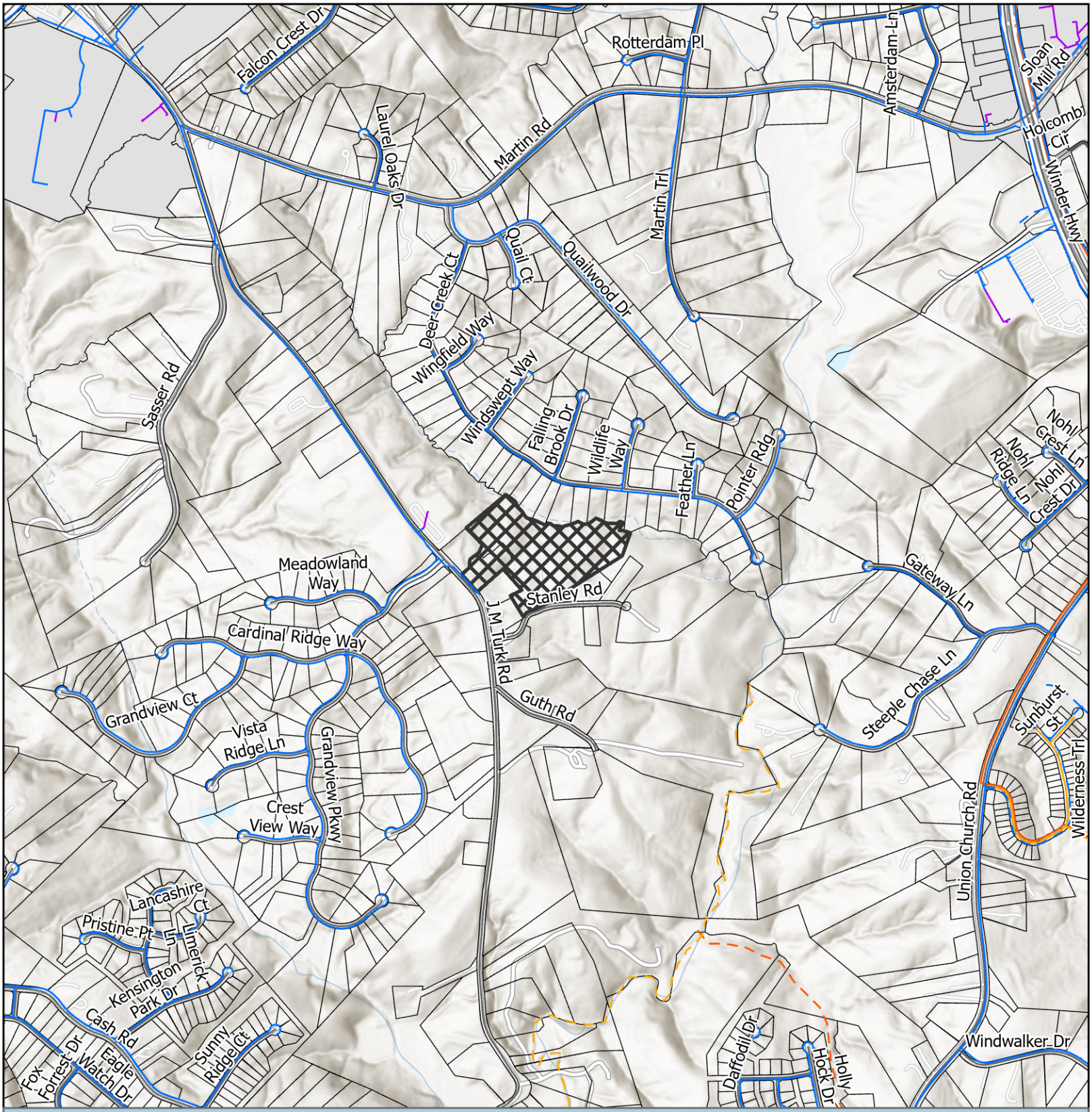
Subject Area
City Limits

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



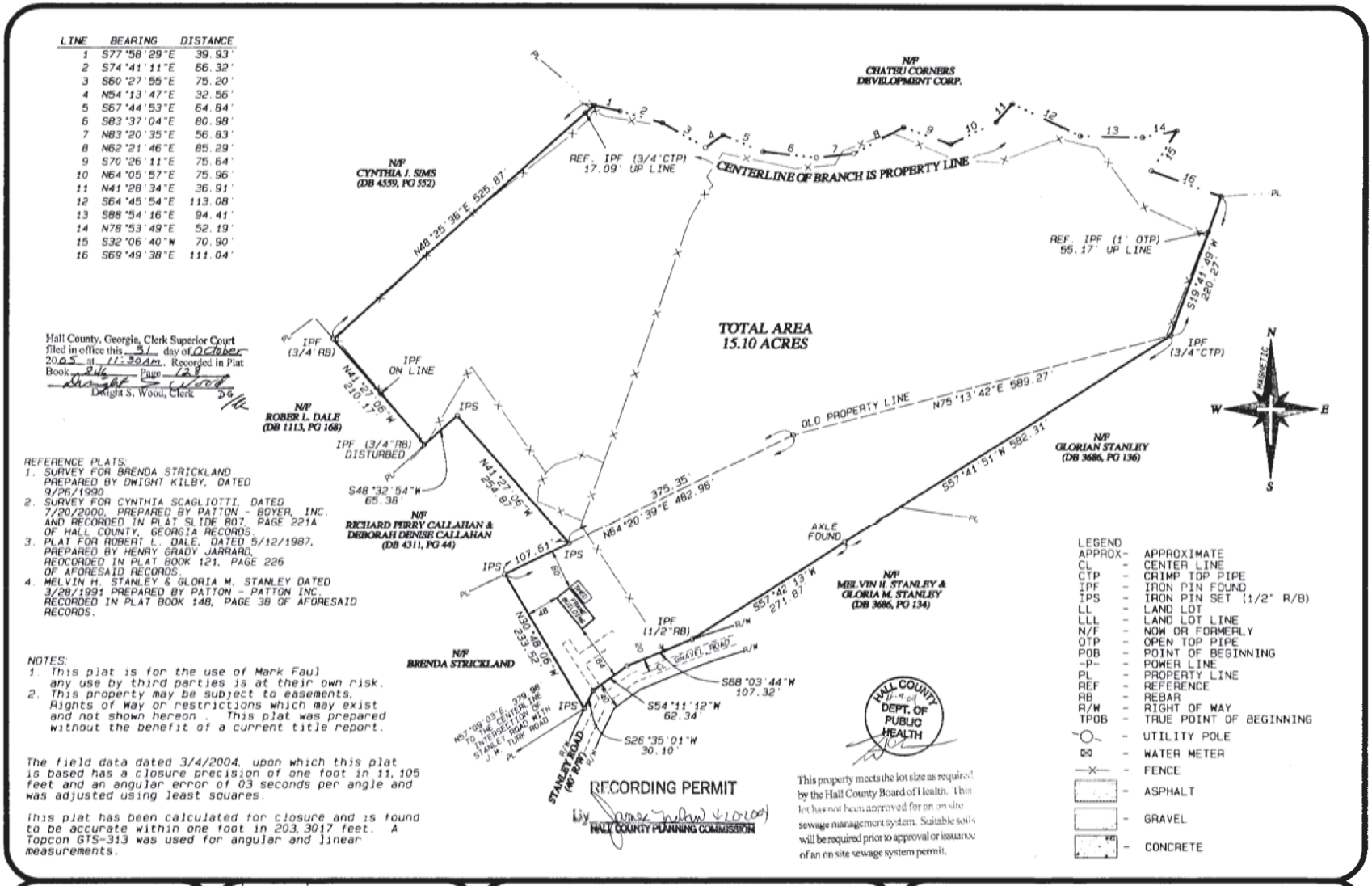
Subject Area
Parcel

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

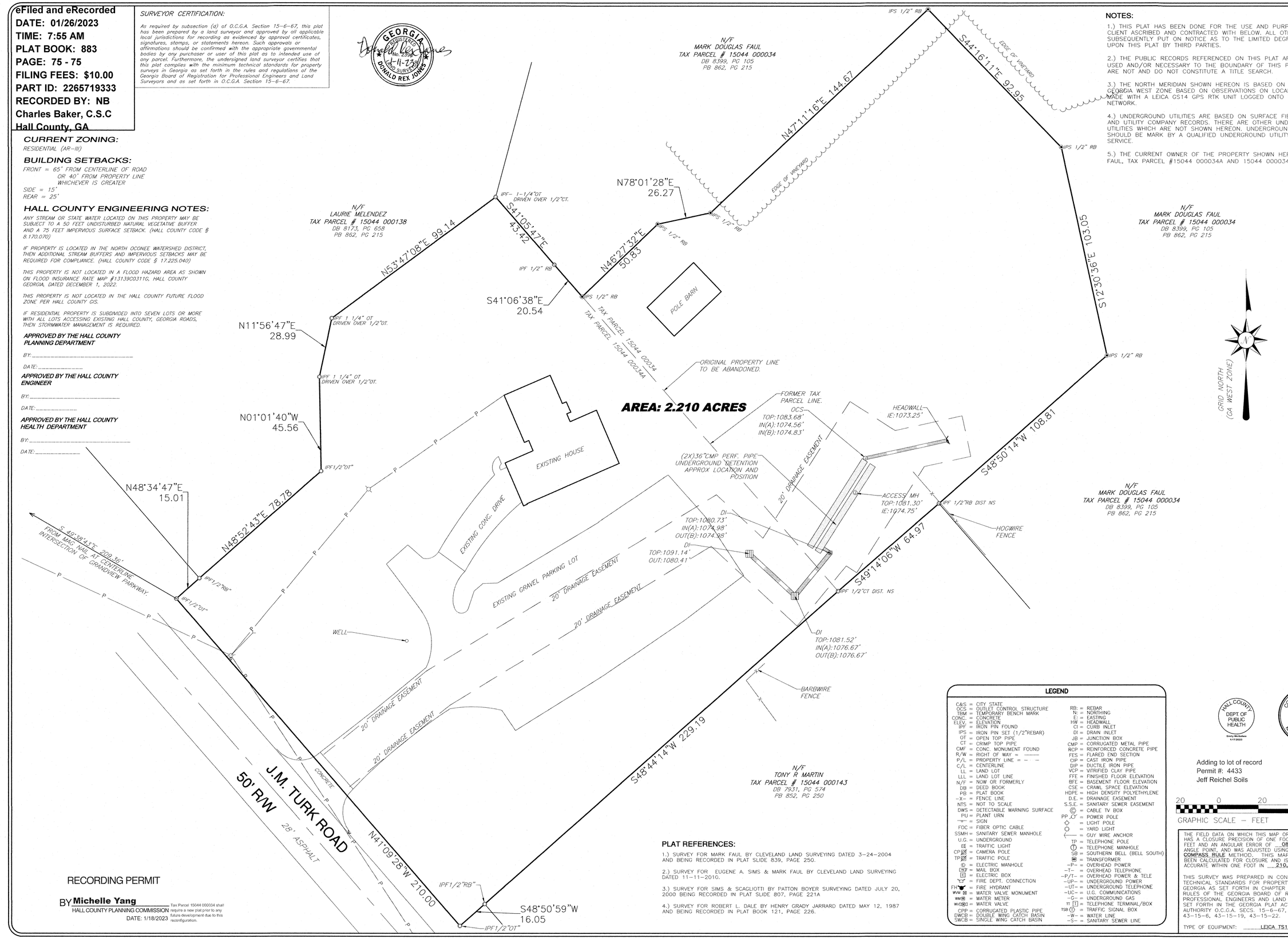
BY: _____

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

5256 Peachtree Road
Suite 120
Atlanta, GA 30341
404.226.3695
www.TTLUSA.com

Traffic Assessment Memorandum

Mulberry Springs Vineyard & Winery
Submitted: June 11, 2026

Traffic Assessment:

The Mulberry Springs Vineyard and Winery is located on JM Turk Road, which connects to SR 13/Falcon Parkway to the north and Cash Road to the south. The winery has an open-air pavilion that is approximately 600 square feet of usable space and an indoor barn structure/tasting room with a service bar, restrooms, and fireplace that has 2,219 square feet of usable space. The potential for hosting events in the tasting room structure is the reason for this assessment.

JM Turk Road is a 2-lane rural road with rolling terrain and a posted speed limit of 45 mph. It is assumed that the truck traffic percentage is 0-2%. The existing daily traffic on JM Turk Road is estimated to be 3,000-6,000 vehicles per day (VPD). Per the Federal Highway Administration's (FHWA) generalized service volume table for rural two-lane highways (Table 17 provided below), the traffic impacts of the winery and expanded tasting room are expected to be minimal and will not affect the Level of Service (LOS).

Table 17. Rural two-lane highways generalized service volume table.

Speed Limit	Terrain	Truck Pct.	Level of Service—B Service Volume	Level of Service—C Service Volume	Level of Service—D Service Volume
45	Flat	0	3,600	8,700	13,900
45	Flat	2	3,500	8,700	13,900
45	Flat	4	3,500	8,700	13,900
45	Flat	6	3,500	8,700	13,900
45	Flat	8	3,400	8,600	13,900
45	Flat	10	3,400	8,600	13,900
45	Rolling	0	3,600	8,700	13,900
45	Rolling	2	3,500	8,600	13,900
45	Rolling	4	3,400	8,500	13,900
45	Rolling	6	3,300	8,400	13,900
45	Rolling	8	3,300	8,200	13,900
45	Rolling	10	3,200	8,100	13,900
45	Mountainous	0	3,600	8,700	13,900
45	Mountainous	2	3,200	7,700	12,300
45	Mountainous	4	2,800	7,000	11,100
45	Mountainous	6	2,600	6,300	10,100
45	Mountainous	8	2,400	5,800	9,300
45	Mountainous	10	2,200	5,400	8,500

The service volumes in the tables are the maximum values that can be maintained and still be within the Level of Service (LOS) range. For example in the first row of the freeway table, if the actual volume is less than or equal to 46,100, then it is LOS B. Therefore, the service volumes in the tables are the **maximum** volumes that can be achieved for that LOS category.

The operating hours of the winery are limited – Wednesday through Friday 2-8 pm, Saturday 12-8 pm, and Sunday 1-8 pm. This isolates the traffic volume impacts to the weekday PM peak-hour traffic and the midday Saturday and Sunday peak-hour traffic. The projected traffic volumes for possible events at the tasting room were calculated using the ITE Trip Generation Land Use of "Wine Tasting Room (LUC 970)" and using the square footage of the event space (2,219 sf). The 25 parking spaces also provide a limiting factor for capacity at the facility.

Using the ITE Trip Generation Manual, the projected traffic trips generated by the tasting room equals just 102 trips on a weekday. On Saturdays, the projected traffic increases to 452 trips per day. However, since the winery has limited hours and is not open all day, the actual daily volumes are expected to be lower. The weekday PM peak-hour trips are 15 trips (8 entry, 7 exit); Friday PM peak-hour trips are 29 trips (16 entry, 13 exit); Saturday's peak-hour trips are projected to be 81 trips (38 entry, 43 exit); and Sunday's peak-hour trips are projected to be 84 trips (40 entry, 44 exit). None of these peak-hour volumes approach the threshold for GDOT standard requirements for turn lane or driveway improvements. All the calculation graphs used for these projections can be found at the end of this memo.

The owner has provided supplemental data to further support that the traffic volumes for this winery are below the ITE projections. For the entire year of 2025, the winery conducted 2,174 transactions. Averaged over 40 weeks (taking into account a slower season in the winter weeks) that equals 55 transactions a week, 5.5 per day of operation. These transaction numbers indicate that the current traffic volumes of the winery are below the ITE projections. On a recent Saturday, the owner observed 46 vehicles (92 trips) for the entire day, which is equivalent to the peak hour volume from the trip generation manual.

Based on the projected trips during the weekday, weekend, and peak-hours; any event held at the winery will have little to no impact on the surrounding traffic network.

Respectfully Submitted,

David Mills, PE
Sr. Traffic Engineer





600 SF Outdoor Pavilion



2400 SF Wine Tasting Room and Event Building

REFERENCE ATTACHMENTS:

Preliminary Traffic Impact Worksheet
ITE Trip Generation Manual References:
- Land Use Code 970: Wine Tasting Room Description
- Weekday Daily Trips
- Weekday PM Peak Hour Trips
- Weekend (Saturday) Daily Trips
- Friday PM Peak Hour Trips
- Saturday Peak Hour Trips
- Sunday Peak Hour Trips

PRELIMINARY TRAFFIC IMPACT WORKSHEET

Address of property: 4527 JM Turk Road; 4567 Stanley Road

Tax Parcel Number: 15044-000034A; 15044-000034

Type of Development (Circle One): Commercial or Industrial or Residential or Other

Any new public roadways? (Circle One): Yes or No
Proposed Development Less Than 20 Lots (Circle One): Yes or No

Existing streets adjacent to property:	1) JM Turk Road (2 Lane-Rural)	3)
	2)	4)
Volume on each existing street (AADT):	1) 4,500	3)
	2)	4)
Level of Service (LOS) on each street:	1) C	3)
	2)	4)

Land Use Type / Code (ITE Trip Generation): LUC = 970

Basis for Calculation (sq ft, # units, etc.): 2,400 SF tasting room building

Trips Generated by Proposed Development: Daily (weekday) = 110 trips; Daily (weekend) = 492 trips

---

Adjusted street volumes based on trips generated:

1) 4,992	3)
2)	4)

Projected Level of Service (LOS) on each street based on trips generated:

1) C	3)
2)	4)

* Utilize the website https://gdottrafficdata.drakewell.com/publicmultinodemap.asp for current volume data.

**Utilize the website https://www.fhwa.dot.gov/policyinformation/pubs/pl18003/chap00.cfm for LOS calculations/tables.

*** Use current edition of the ITE Trip Generation Manuals.

Land Use: 970
Wine Tasting Room

Description

A wine tasting room is a designated area found in conjunction with a winery in which customers can try samples of a winery's products. These rooms are typically located on-site and can be used as a way to sell wine or related products directly to the customer. Depending on its size, a tasting room can also be used to house wedding receptions, corporate events, and other social gatherings. A wine tasting room may also be used to facilitate complimentary tours of the winery.

Additional Data

For the purposes of this land use, the independent variable "1,000 sq. foot gross floor area" refers to the square footage of the building that houses the tasting room.

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (https://www.ite.org/technical-resources/topics/trip-and-parking-generation/).

The sites were surveyed in the 2010s in California, Illinois, and Virginia.

Source Numbers

807, 851, 894

Wine Tasting Room
(970)

Vehicle Trip Ends vs: **1000 Sq. Ft. GFA**
On a: **Weekday**

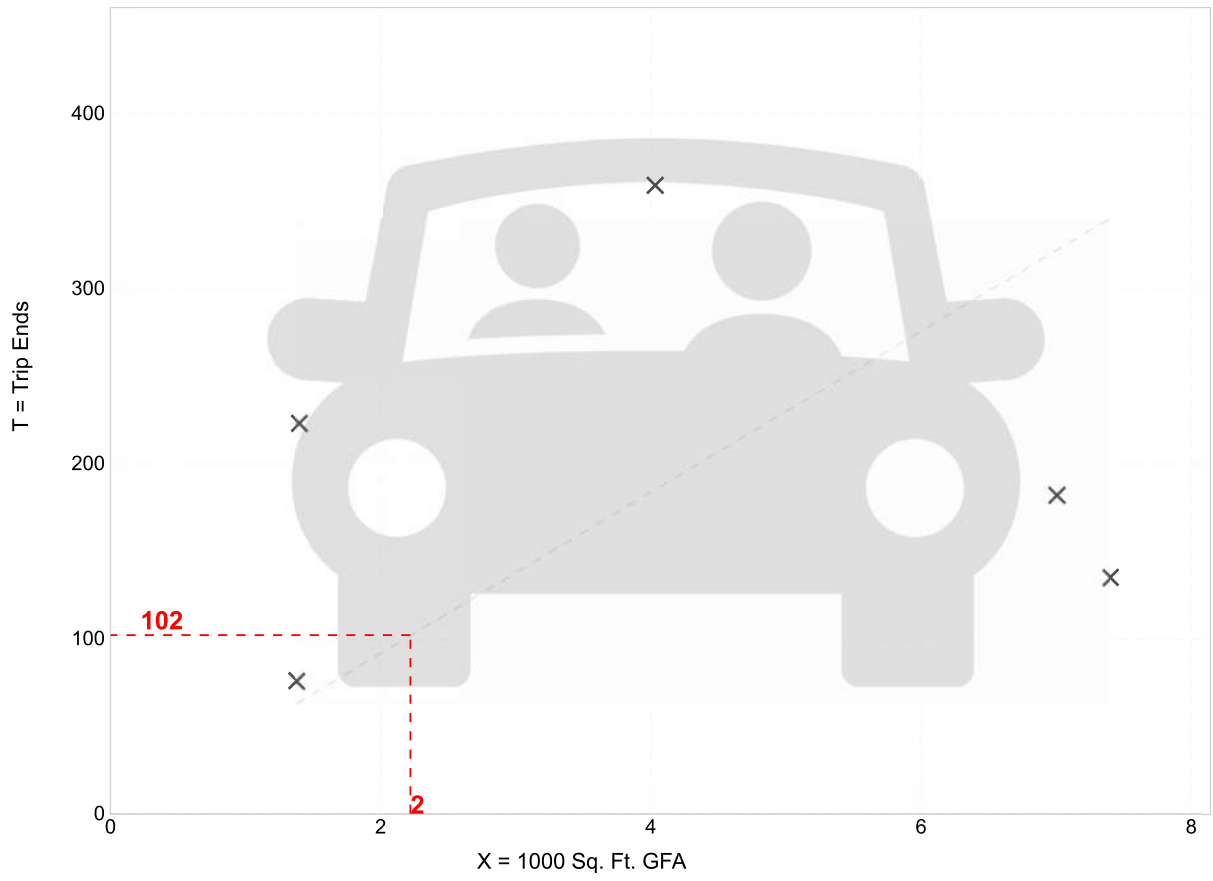
Setting/Location: **Rural**
Number of Studies: 5
Avg. 1000 Sq. Ft. GFA: 4
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
45.96	18.24 - 159.29	44.79

Data Plot and Equation

Caution – Small Sample Size



Fitted Curve Equation: Not Given

R^2= **

Trip Gen Manual, 11th Edition • Institute of Transportation Engineers

Wine Tasting Room
(970)

Vehicle Trip Ends vs: **1000 Sq. Ft. GFA**
On a: **Weekday,**
PM Peak Hour of Generator

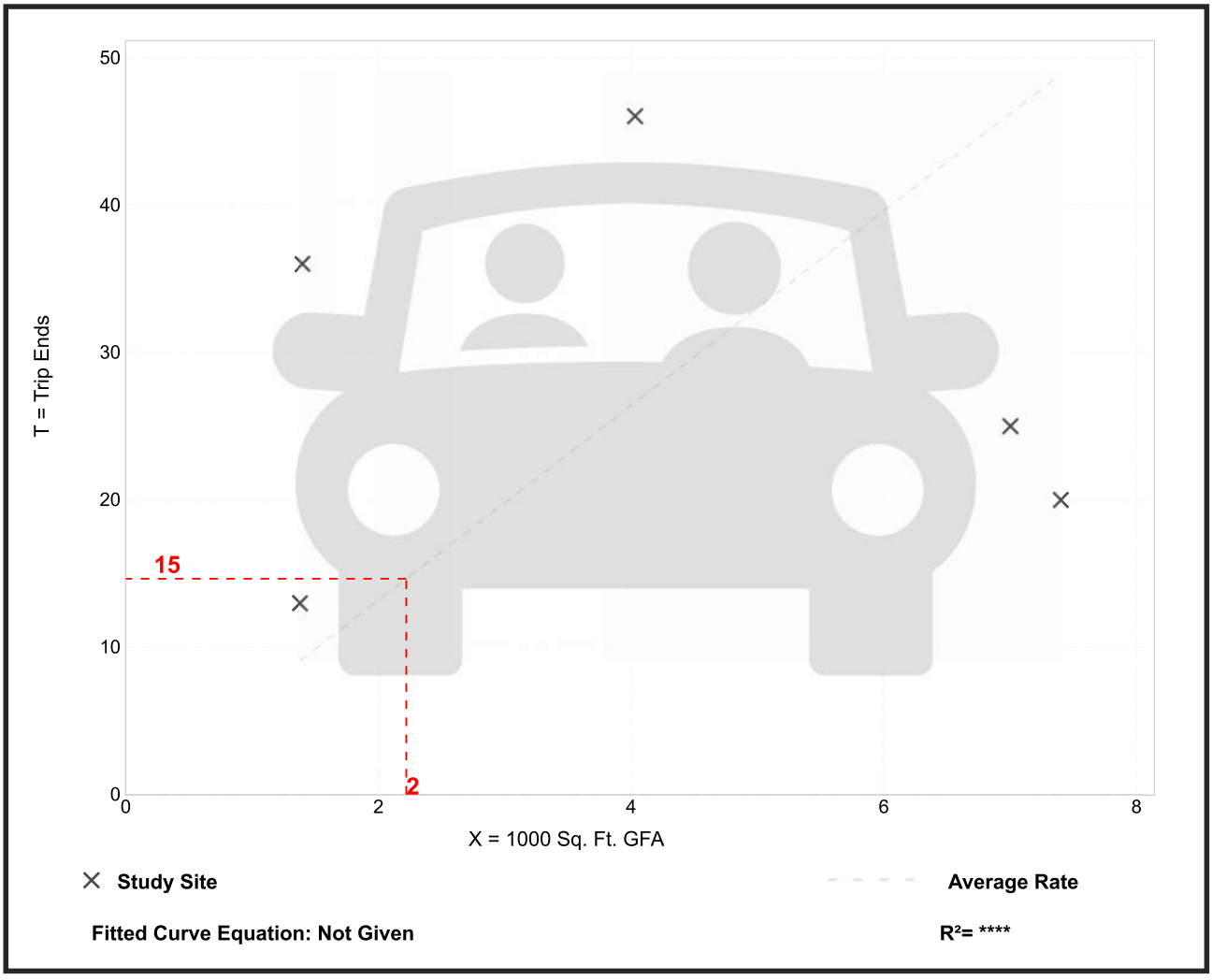
Setting/Location: **Rural**
Number of Studies: 5
Avg. 1000 Sq. Ft. GFA: 4
Directional Distribution: 56% entering, 44% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
6.60	2.70 - 25.71	6.83

Data Plot and Equation

Caution – Small Sample Size



Fitted Curve Equation: Not Given

R^2= ****

Trip Gen Manual, 11th Edition • Institute of Transportation Engineers

Wine Tasting Room
(970)

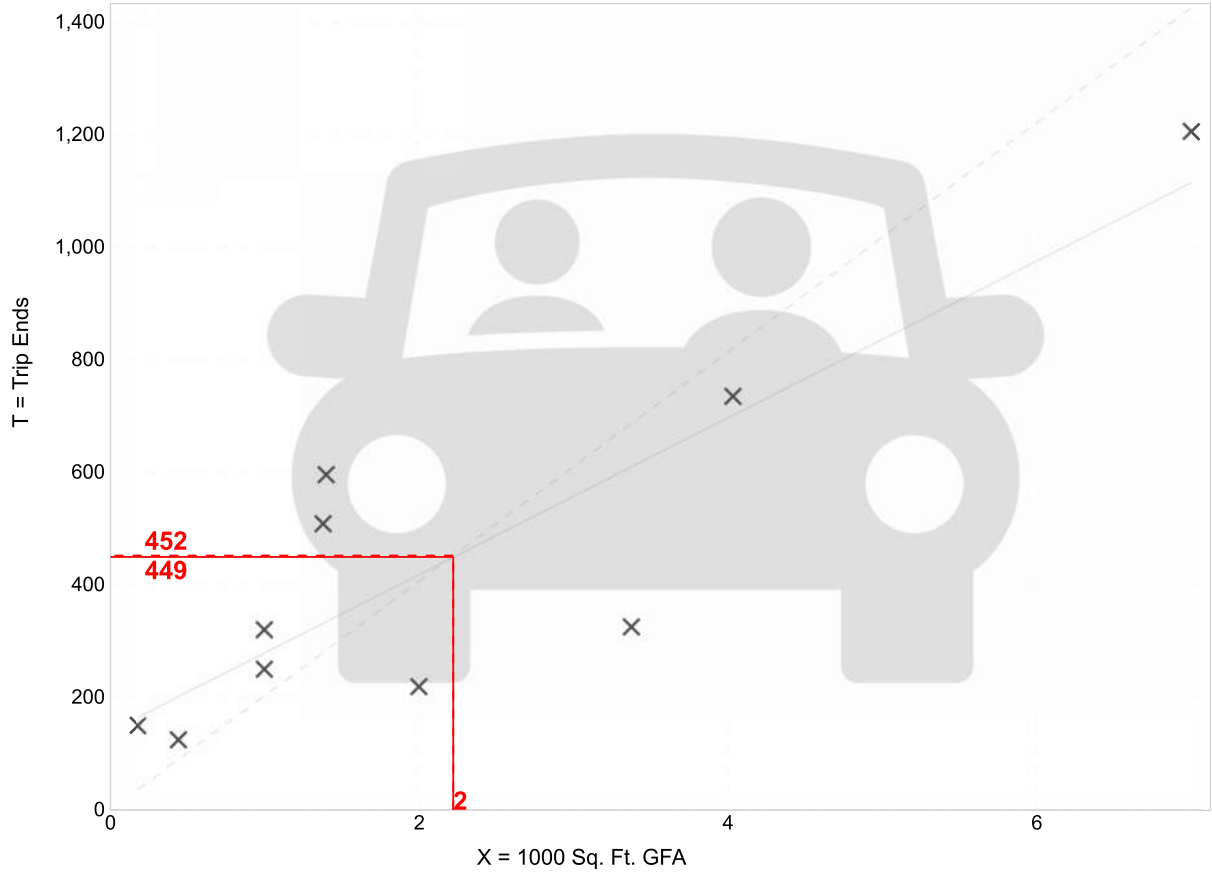
Vehicle Trip Ends vs: **1000 Sq. Ft. GFA**
On a: **Saturday**

Setting/Location: **Rural**
Number of Studies: 10
Avg. 1000 Sq. Ft. GFA: 2
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
203.48	96.59 - 833.33	115.48

Data Plot and Equation



Fitted Curve Equation: T = 139.15(X) + 140.30

R^2= 0.76

Wine Tasting Room
(970)

Vehicle Trip Ends vs: **1000 Sq. Ft. GFA**
On a: **Friday,**
PM Peak Hour of Generator

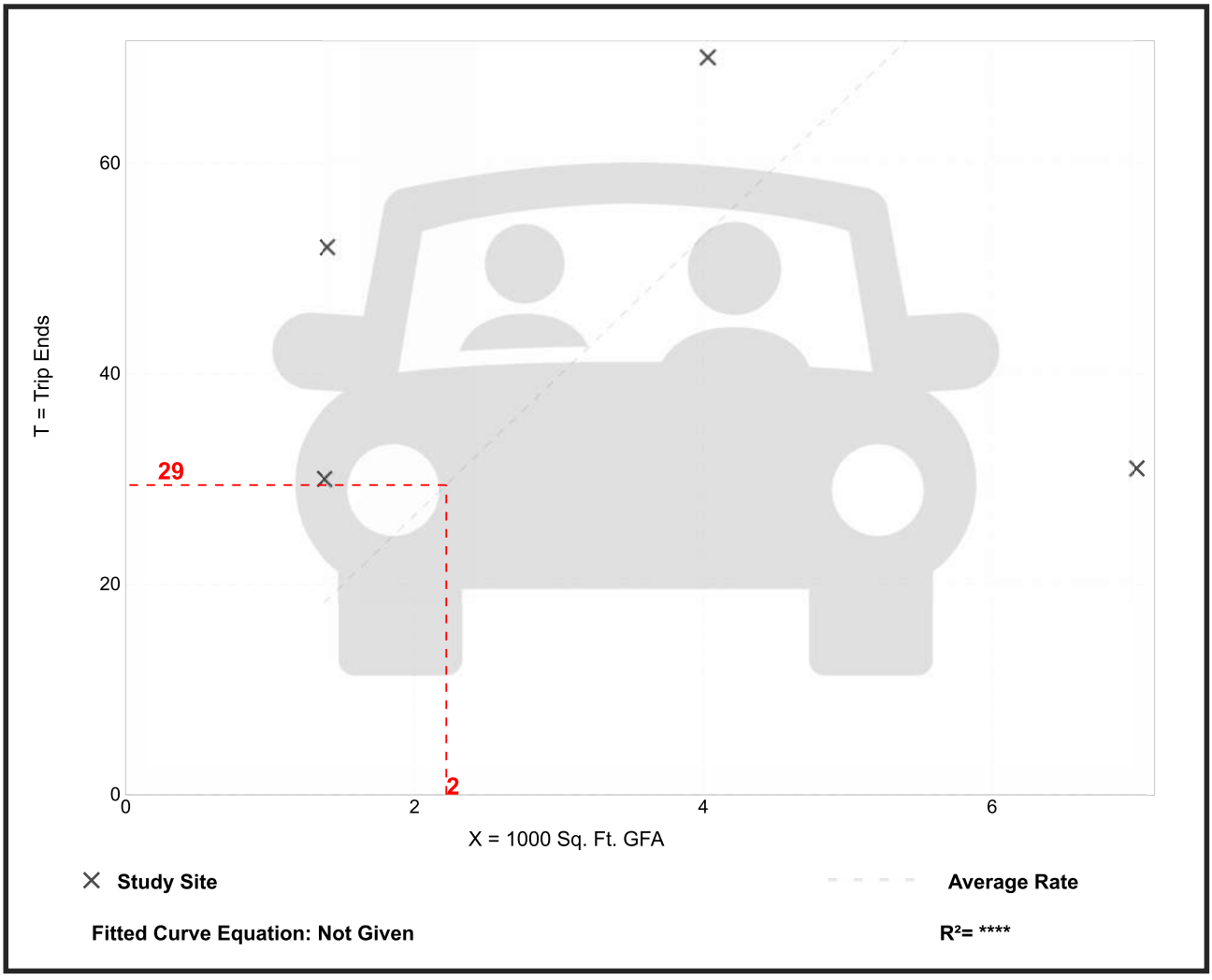
Setting/Location: **Rural**
Number of Studies: 4
Avg. 1000 Sq. Ft. GFA: 3
Directional Distribution: 54% entering, 46% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
13.25	4.43 - 37.14	12.08

Data Plot and Equation

Caution – Small Sample Size



Fitted Curve Equation: Not Given

R^2= ****

Trip Gen Manual, 11th Edition ● Institute of Transportation Engineers

Wine Tasting Room
(970)

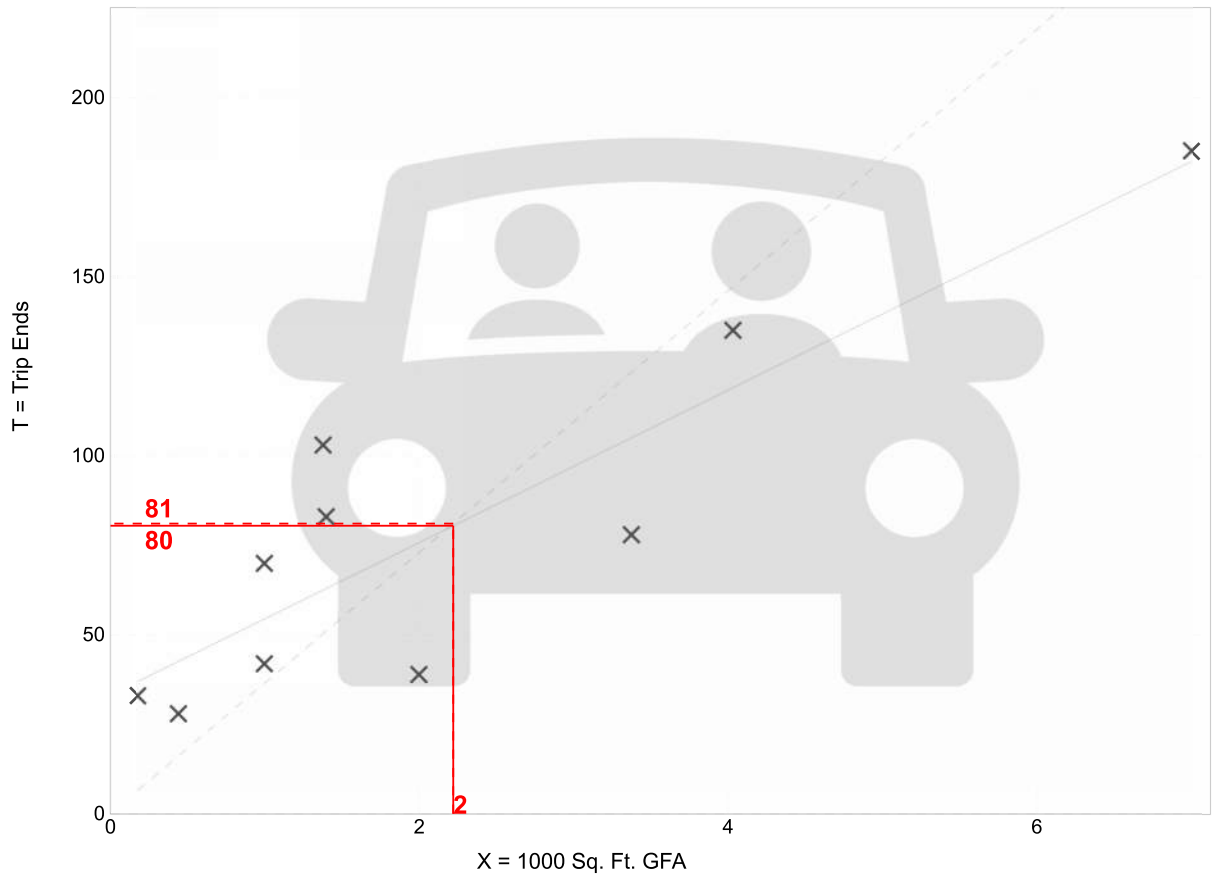
Vehicle Trip Ends vs: **1000 Sq. Ft. GFA**
On a: **Saturday, Peak Hour of Generator**

Setting/Location: **Rural**
Number of Studies: 10
Avg. 1000 Sq. Ft. GFA: 2
Directional Distribution: 47% entering, 53% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
36.50	19.50 - 183.33	22.58

Data Plot and Equation



Fitted Curve Equation: T = 21.27(X) + 33.21

R^2= 0.78

Trip Gen Manual, 11th Edition • Institute of Transportation Engineers

Wine Tasting Room
(970)

Vehicle Trip Ends vs: **1000 Sq. Ft. GFA**
On a: **Sunday, Peak Hour of Generator**

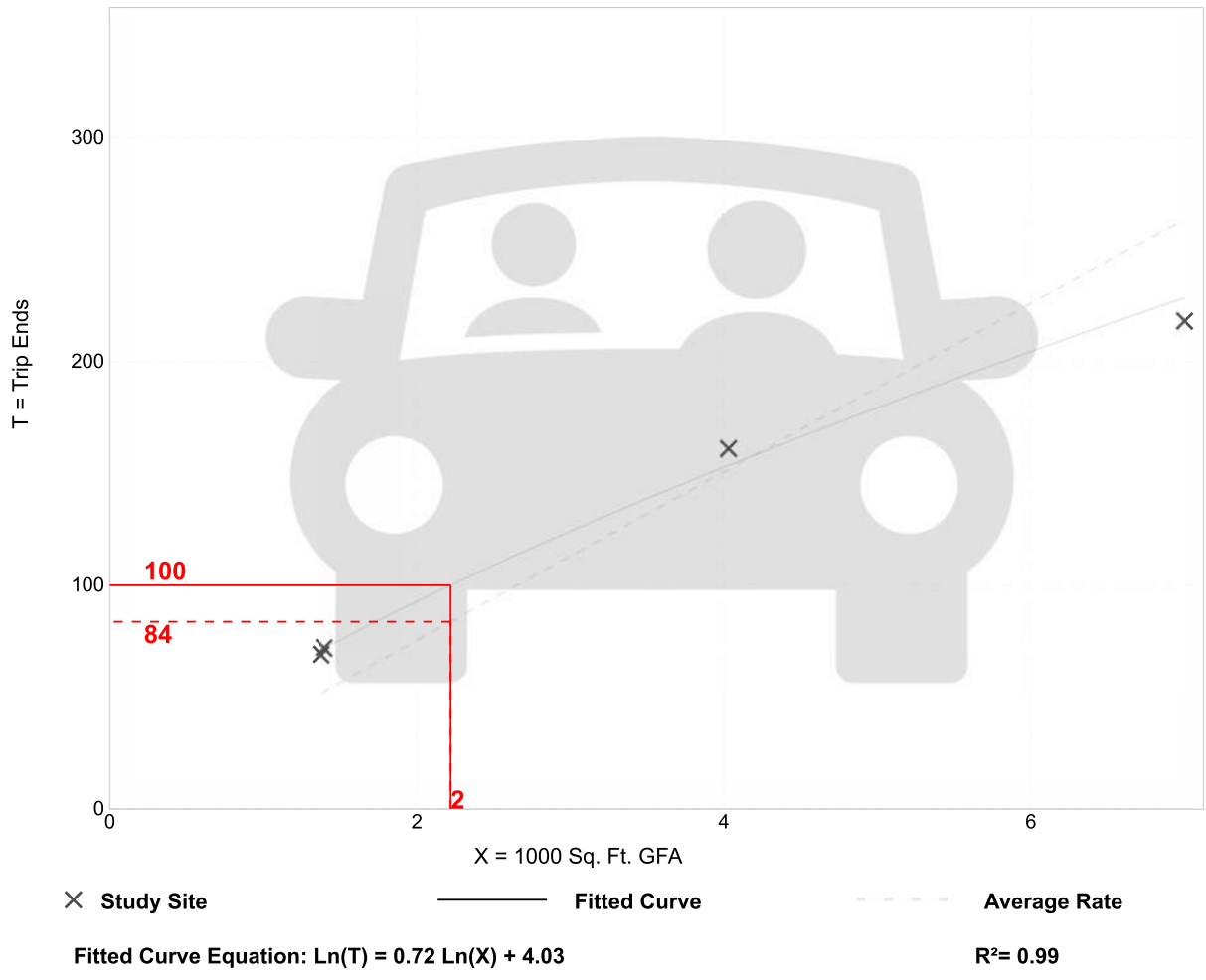
Setting/Location: **Rural**
Number of Studies: 4
Avg. 1000 Sq. Ft. GFA: 3
Directional Distribution: 48% entering, 52% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
37.65	31.14 - 51.43	8.75

Data Plot and Equation

Caution – Small Sample Size



Fitted Curve Equation: Ln(T) = 0.72 Ln(X) + 4.03

R^2= 0.99

Outlook

HCPC Tentative Agenda 9.2.25

From Emily McGahee (Environmental Health) <emcgahee@hallcounty.org>
Date Fri 8/1/2025 11:10 AM
To Katie L. Greenway (Planning) <klgreenway@hallcounty.org>; Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Beth Garmon (Planning) <bgarmon@hallcounty.org>
Cc Kelly Hairston (Environmental Health) <khairston@hallcounty.org>; Chad Harper (Environmental Health) <charper@hallcounty.org>

Please find Environmental Health comments below:

Item 1, 3985 Mount Vernon Rd, Terry: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system. An existing system evaluation/site visit will be required for Environmental Health to process required paperwork for the building permit application. Please note that Zoning approval does not imply approval from other county departments.

Item 2, 1604/1608 Whiting Drive/1790 Browns Bridge Rd: Vargas: No comment. Public sewer.

Item 3, 7365 Bill Wilson Rd, Riddle: Must meet all residential permitting requirements. Original copy of Level 3 soil evaluation and copy of recorded plat will be required at time of septic permit application.

Item 4, 5303 Browns Bridge Rd, Sadegh: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation/modification may be required after review of business plan.

Item 5A/B, 2196 Centennial Drive: Food Service permit/plan review may be required after review of business plan.

Item 6A/B, 1119/1137 West Ridge, Elder: No comment. Public Sewer.

Item 7A/B, 6450 Ben Parks Road, Davis Engineering: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. Any proposed lot utilizing onsite sewage management systems permitted by Environmental Health must have a minimum of 21,780 sf non-restricted lot size if served by public water or 43,560sf non-restricted area if served by individual wells. Community septic systems and/or community wells to be permitted by EPD. Please note that Zoning approval does not imply approval from other county departments. Further determination and review of proposed subdivision will be made during the plat review process and not during Zoning application/approval.

Item 8A/B: 2400 O'Kelley Road, Project Turbo: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system

installation/modification may be required after review of business plan. Any abandoned well shall be properly closed as per Water Well Standards Act. Any abandoned septic tank shall be pumped by a State certified pumper/hauler and crushed/filled.

Item 9A/B, 4527 JM Turk Road, Mulberry Springs Winery: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation/modification may be required after review of business plan. Food Service permit/plan review may be required after review of business plan.

Emily McGahee
Hall County Environmental Health
Hall County Government Center
2875 Browns Bridge Road
Mailing: PO Box 5901
Gainesville, GA 30504
(770) 531-3973 (phone)
emcgahee@hallcounty.org

http://dph.georgia.gov/environmental-health (State Website)
http://www.phdistrict2.org/HallCounty.htm (District Website)
https://www.hallcounty.org/192/Environmental-Health (County Website & Forms)

EMAIL Reader Advisory Notice: Email to and from a Georgia state agency is generally public record, except for content that is confidential under specific laws. Security by encryption is applied to all confidential information sent by email from the Georgia Department of Public Health (DPH). This message is only intended for specific recipient(s) and may contain privileged, private, or sensitive information. If you received this message in error, please delete it, and contact me.

Outlook

RE: 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.

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

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

Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

M E M O R A N D U M

To: Beth Garmon, Director of Planning and Zoning

From: Bill Nash, Director of Public Works and Utilities

Date: August 1, 2025

Subject: September 2, 2025 - Hall County Planning Commission Agenda

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the September 2, 2025, meeting. Upon review, we provide the following comments.

NEW BUSINESS

1. **3985 Mount Vernon Road | Variance to Section 4.3 |** to reduce the minimum yards | on a 0.86± acre tract located on the west side of Mount Vernon Road approximately 1,796 feet north of its intersection with Oak Harbour Drive | Zoned R-1; Tax Parcel 10117 000050 **| Proposed Use: Detached garage |** * Commission District 2 | **Jeffrey C. Terry, applicant**

a. **Engineering**: No comment
b. **Traffic:** No comment
c. **Utilities:** Gainesville sewer – Not available

2. **1604 & 1608 Whiting Drive, & 1790 Browns Bridge Road | Variance to Section 5.3.1** | to reduce the minimum yards | on a combined 0.90± acre tract located on the northeast side of Whiting Road at its intersection with Browns Bridge Road | Zoned R-1 & H-B; Tax Parcels 00123 007016, 007015 & 007017 **| Proposed use: Commercial addition & to bring an existing structure into compliance |** * Commission District 4 | **Gerardo Vargas, applicant**

a. Engineering: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
b. Traffic: No comment
c. **Utilities:** Gainesville sewer – Available onsite

3. **7365 Bill Wilson Road | Variance to section 7.8.3 |** ADU standards | on a 5.20± acre tract located on the northwest side of Bill Wilson Road at its intersection with Pebble Ridge Drive | Zoned R-1-L; Tax Parcel 09056A000008 **| Proposed Use: Accessory dwelling unit |** * Commission District 3 **| Nedra Riddle, applicant**

    a. **Engineering**: No comment
    b. **Traffic:** No comment
    c. **Utilities:** Hall County sewer service area. No infrastructure in vicinity

4. **5303 Browns Bridge Road | Special Use |** to amend conditions of zoning | on a 0.97± acre tract located on the south side of Browns Bridge Road at its intersection with Whitmire Drive | Zoned H-B; Tax Parcel 08080 003018 | **Proposed use: Vehicle repair, major** | ** Commission District 2 | **Ali Sadegh, applicant**

    a. **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
    b. **Traffic:** GDOT access permit required
    c. **Utilities:** Gainesville-Hall sewer area. No infrastructure in vicinity

5. **(A) 2196 Centennial Drive | Special Use |** on a 4.19± acre parcel located on north side of Centennial Drive approximately 1,195 feet from its intersection with Centennial Circle | Zoned I-1; Tax Parcel 08013 003033 **| Proposed Use: Outdoor recreation |** ** Commission District 4 | **Vital Foods, LLC (Juan Carlos Lomas) c/o Gaskins + LeCraw, applicant**

(B) 2196 Centennial Drive | Variance to Table 8.1.1 | Required parking | on a 4.19± acre parcel located on north side of Centennial Drive approximately 1,195 feet from its intersection with Centennial Circle | Zoned I-1; Tax Parcel 08013 003033 **| Proposed Use: Outdoor recreation |** * Commission District 4 **| Vital Foods, LLC (Juan Carlos Lomas) c/o Gaskins + LeCraw, applicant**

    a. **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
    Show FEMA and Hall County studied Flood plains that are present on site.
    Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
    b. **Traffic:** No comment
    c. **Utilities:** Gainesville sewer service area. Infrastructure is onsite

6. **(A) 1119 & 1137 West Ridge Road | Rezone |** from Residential 1 (R-1) & Light Industrial (I-1) to Light Industrial (I-1) | on an combined 4.73± acre assemblage located on the southeast side of West Ridge Road at its intersection with Stallworth Street | Zoned R-1 & I-1; Tax Parcels 00054 001040B (pt) & 001040 (pt) **| Proposed Use: Indoor/outdoor storage and warehousing |** ** Commission District 4 | **Valiant Services c/o David Elder, applicant**

(B) 1119 & 1137 West Ridge Road | Variance to Section 8.2.3 | to reduce the minimum buffers | on an combined 4.73± acre assemblage located on the southeast side of West Ridge Road at its intersection with Stallworth Street | Zoned R-1 & I-1; Tax Parcels 00054 001040B (pt) & 001040 (pt) **| Proposed Use: Indoor/outdoor storage and warehousing |** * Commission District 4 **| Valiant Services c/o David Elder, applicant**

a. **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
   Show stream buffer and impervious setback from wrested vegetation not centerline of stream
b. **Traffic:** No comment
c. **Utilities:** Gainesville sewer service area. Infrastructure is onsite

7. **(A) 6450 Ben Parks Road | Rezone |** from Residential 1 Low Density (R-1-L) to Planned Residential Development (PRD) | on a 60.84± acre tract located on the south side of Ben Parks Road approximately 1,946 feet from its intersection with Jake Kemp Road | Zoned R-1-L; Tax Parcel 11056 000001A | **Proposed Use: 80-lot residential development |** ** Commission District 3 | **Davis Engineering & Surveying c/o Nick Pesola, applicant**

(B) 6450 Ben Parks Road | Variance to Section 8.4 | sidewalk standards | on a 60.84± acre tract located on the south side of Ben Parks Road approximately 1,946 feet from its intersection with Jake Kemp Road | Zoned R-1-L; Tax Parcel 11056 000001A **| Proposed Use: 80-lot residential development |** * Commission District 3 **| Davis Engineering & Surveying c/o Nick Pesola, applicant**

a. **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
   Show FEMA and Hall County studied Flood plains that are present on site.
   Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
b. **Traffic:** Left and Right turn lanes may be required.
c. **Utilities:** Hall County Serwer service area. No infrastructure in vicinity

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

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

a. **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
   Show FEMA and Hall County studied Flood plains that are present on site.
   Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
b. **Traffic:** TIS to be provided with DRI. Traffic comments to be made after review.
c. **Utilities:** Gainesville sewer service area. Sewer is available via pump station about 0.5 miles to the North.

9. **(A) 4527 J M Turk Road & 4567 Stanley Road | Special Use |** on a combined 19.43± acre tract located on the northeast side of J M Turk Road approximately 200 feet from its intersection with Grandview Parkway | Zoned AR-1; Tax Parcels 15044 000034A & 000034 (pt) **| Proposed Use: Agri-entertainment venue |** ** Commission District 1 **| Mulberry Springs Vineyard & Winery, applicant**

(B) 4527 J M Turk Road & 4567 Stanley Road | Variance to Section 7.7.3 | on a combined 19.43± acre tract located on the northeast side of J M Turk Road approximately 200 feet from its intersection with Grandview Parkway | Zoned AR-1; Tax Parcels 15044 000034A & 000034 (pt) **| Proposed Use: Agri-entertainment venue |** * Commission District 1 **| Mulberry Springs Vineyard & Winery, applicant**

a. **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
   Show FEMA and Hall County studied Flood plains that are present on site.
   Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
b. **Traffic:** May require left and right turn lanes or a right-hand passing lane.
c. **Utilities:** Oakwood sewer service area. No sewer infrastructure in the vicinity

Outlook

Fire Comments

From John Hornick (Fire Services) <jhornick@hallcounty.org>
Date Fri 7/25/2025 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.

9. **(A) 4527 J M Turk Road & 4567 Stanley Road | Special Use |** on a combined 19.43± acre tract located on the northeast side of J M Turk Road approximately 200 feet from its intersection with Grandview Parkway | Zoned AR-1; Tax Parcels 15044 000034A & 000034 (pt) **| Proposed Use: Agri-entertainment venue |** ** Commission District 1 **| Mulberry Springs Vineyard & Winery, applicant**

(B) 4527 J M Turk Road & 4567 Stanley Road | Variance to Section 7.7.3 | on a combined 19.43± acre tract located on the northeast side of J M Turk Road approximately 200 feet from its intersection with Grandview Parkway | Zoned AR-1; Tax Parcels 15044 000034A & 000034 (pt) **| Proposed Use: Agri-entertainment venue |** * Commission District 1 **| Mulberry Springs Vineyard & Winery, applicant**

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

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

HCPC Tentative Agenda 9.2.25

From Emily McGahee (Environmental Health) <emcgahee@hallcounty.org>
Date Fri 8/1/2025 11:10 AM
To Katie L. Greenway (Planning) <klgreenway@hallcounty.org>; Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Beth Garmon (Planning) <bgarmon@hallcounty.org>
Cc Kelly Hairston (Environmental Health) <khairston@hallcounty.org>; Chad Harper (Environmental Health) <charper@hallcounty.org>

Please find Environmental Health comments below:

Item 1, 3985 Mount Vernon Rd, Terry: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system. An existing system evaluation/site visit will be required for Environmental Health to process required paperwork for the building permit application. Please note that Zoning approval does not imply approval from other county departments.

Item 2, 1604/1608 Whiting Drive/1790 Browns Bridge Rd: Vargas: No comment. Public sewer.

Item 3, 7365 Bill Wilson Rd, Riddle: Must meet all residential permitting requirements. Original copy of Level 3 soil evaluation and copy of recorded plat will be required at time of septic permit application.

Item 4, 5303 Browns Bridge Rd, Sadegh: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation/modification may be required after review of business plan.

Item 5A/B, 2196 Centennial Drive: Food Service permit/plan review may be required after review of business plan.

Item 6A/B, 1119/1137 West Ridge, Elder: No comment. Public Sewer.

Item 7A/B, 6450 Ben Parks Road, Davis Engineering: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. Any proposed lot utilizing onsite sewage management systems permitted by Environmental Health must have a minimum of 21,780 sf non-restricted lot size if served by public water or 43,560sf non-restricted area if served by individual wells. Community septic systems and/or community wells to be permitted by EPD. Please note that Zoning approval does not imply approval from other county departments. Further determination and review of proposed subdivision will be made during the plat review process and not during Zoning application/approval.

Item 8A/B: 2400 O'Kelley Road, Project Turbo: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system

installation/modification may be required after review of business plan. Any abandoned well shall be properly closed as per Water Well Standards Act. Any abandoned septic tank shall be pumped by a State certified pumper/hauler and crushed/filled.

Item 9A/B, 4527 JM Turk Road, Mulberry Springs Winery: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation/modification may be required after review of business plan. Food Service permit/plan review may be required after review of business plan.

Emily McGahee
Hall County Environmental Health
Hall County Government Center
2875 Browns Bridge Road
Mailing: PO Box 5901
Gainesville, GA 30504
(770) 531-3973 (phone)
emcgahee@hallcounty.org

http://dph.georgia.gov/environmental-health (State Website)
http://www.phdistrict2.org/HallCounty.htm (District Website)
https://www.hallcounty.org/192/Environmental-Health (County Website & Forms)

EMAIL Reader Advisory Notice: Email to and from a Georgia state agency is generally public record, except for content that is confidential under specific laws. Security by encryption is applied to all confidential information sent by email from the Georgia Department of Public Health (DPH). This message is only intended for specific recipient(s) and may contain privileged, private, or sensitive information. If you received this message in error, please delete it, and contact me.

Outlook

RE: September 2, 2025 Hall County Planning Commission Meeting Tentative Agenda

From Nembhard, Nakia L <NNembhard@dot.ga.gov>
Date Mon 7/28/2025 11:01 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

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

Good morning,

Below you will find our comments.

Thanks,

1. **3985 Mount Vernon Road | Variance to Section 4.3 |** to reduce the minimum yards | on a 0.86± acre tract located on the west side of Mount Vernon Road approximately 1,796 feet north of its intersection with Oak Harbour Drive | Zoned R-1; Tax Parcel 10117 000050 **| Proposed Use: Detached garage |** * Commission District 2 | **Jeffrey C. Terry, applicant Will Not Require GDOT Coordination**

2. **1604 & 1608 Whiting Drive, & 1790 Browns Bridge Road | Variance to Section 5.3.1** | to reduce the minimum yards | on a combined 0.90± acre tract located on the northeast side of Whiting Road at its intersection with Browns Bridge Road | Zoned R-1 & H-B; Tax Parcels 00123 007016, 007015 & 007017 **| Proposed use: Commercial addition & to bring an existing structure into compliance |** * Commission District 4 | **Gerardo Vargas, applicant Will Require GDOT Coordination**

3. **7365 Bill Wilson Road | Variance to section 7.8.3 |** ADU standards | on a 5.20± acre tract located on the northwest side of Bill Wilson Road at its intersection with Pebble Ridge Drive | Zoned R-1-L; Tax Parcel 09056A000008 **| Proposed Use: Accessory dwelling unit |** * Commission District 3 **| Nedra Riddle, applicant Will Not Require GDOT Coordination**

4. **5303 Browns Bridge Road | Special Use |** to amend conditions of zoning | on a 0.97± acre tract located on the south side of Browns Bridge Road at its intersection with Whitmire Drive | Zoned H-B; Tax Parcel 08080 003018 | **Proposed use: Vehicle repair, major** | ** Commission District 2 | **Ali Sadegh, applicant Will Require GDOT Coordination**

5. **(A) 2196 Centennial Drive | Special Use |** on a 4.19± acre parcel located on north side of Centennial Drive approximately 1,195 feet from its intersection with Centennial Circle | Zoned I-1; Tax Parcel 08013 003033 **| Proposed Use: Outdoor recreation |** ** Commission District 4 **| Vital Foods, LLC (Juan Carlos Lomas) c/o Gaskins + LeCraw, applicant Will Not Require GDOT Coordination**
(B) 2196 Centennial Drive | Variance to Table 8.1.1 | Required parking | on a 4.19± acre parcel located on north side of Centennial Drive approximately 1,195 feet from its intersection with Centennial Circle | Zoned I-1; Tax Parcel 08013 003033 **| Proposed Use: Outdoor**

recreation | * Commission District 4 **| Vital Foods, LLC (Juan Carlos Lomas) c/o Gaskins + LeCraw, applicant Will Not Require GDOT Coordination**

6. **(A) 1119 & 1137 West Ridge Road | Rezone |** from Residential 1 (R-1) & Light Industrial (I-1) to Light Industrial (I-1) | on an combined 4.73± acre assemblage located on the southeast side of West Ridge Road at its intersection with Stallworth Street | Zoned R-1 & I-1; Tax Parcels 00054 001040B (pt) & 001040 (pt) **| Proposed Use: Indoor/outdoor storage and warehousing |** ** Commission District 4 | **Valiant Services c/o David Elder, applicant Will Not Require GDOT Coordination**
(B) 1119 & 1137 West Ridge Road | Variance to Section 8.2.3 | to reduce the minimum buffers | on an combined 4.73± acre assemblage located on the southeast side of West Ridge Road at its intersection with Stallworth Street | Zoned R-1 & I-1; Tax Parcels 00054 001040B (pt) & 001040 (pt) **| Proposed Use: Indoor/outdoor storage and warehousing |** * Commission District 4 **| Valiant Services c/o David Elder, applicant Will Not Require GDOT Coordination**

7. **(A) 6450 Ben Parks Road | Rezone |** from Residential 1 Low Density (R-1-L) to Planned Residential Development (PRD) | on a 60.84± acre tract located on the south side of Ben Parks Road approximately 1,946 feet from its intersection with Jake Kemp Road | Zoned R-1-L; Tax Parcel 11056 000001A | **Proposed Use: 80-lot residential development |** ** Commission District 3 | **Davis Engineering & Surveying c/o Nick Pesola, applicant Will Not Require GDOT Coordination**
(B) 6450 Ben Parks Road | Variance to Section 8.4 | sidewalk standards | on a 60.84± acre tract located on the south side of Ben Parks Road approximately 1,946 feet from its intersection with Jake Kemp Road | Zoned R-1-L; Tax Parcel 11056 000001A **| Proposed Use: 80-lot residential development |** * Commission District 3 **| Davis Engineering & Surveying c/o Nick Pesola, applicant Will Not Require GDOT Coordination**

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

9. **(A) 4527 J M Turk Road & 4567 Stanley Road | Special Use |** on a combined 19.43± acre tract located on the northeast side of J M Turk Road approximately 200 feet from its intersection with Grandview Parkway | Zoned AR-1; Tax Parcels 15044 000034A & 000034 (pt) **| Proposed Use: Agri-entertainment venue |** ** Commission District 1 **| Mulberry Springs Vineyard & Winery, applicant Will Not Require GDOT Coordination**
(B) 4527 J M Turk Road & 4567 Stanley Road | Variance to Section 7.7.3 | on a combined 19.43± acre tract located on the northeast side of J M Turk Road approximately 200 feet from its intersection with Grandview Parkway | Zoned AR-1; Tax Parcels 15044 000034A & 000034 (pt) **| Proposed Use: Agri-entertainment venue |** * Commission District 1 **| Mulberry Springs Vineyard & Winery, applicant Will Not Require GDOT Coordination**

Nakia Nembhard
Civil Engineer 3

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

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

From: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Sent: Thursday, July 24, 2025 11:26 AM
Subject: September 2, 2025 Hall County Planning Commission Meeting Tentative Agenda

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

Good afternoon,

Here is the Tentative Agenda and Maps for the ***TUESDAY,*** **September 2, 2025** Hall County Planning Commission Meeting. Please use the links to review the documents and respond with comments to Hall County Planning and Development. Failure to provide comments in a timely manner may result in the information not being included in the staff report.

When submitting comments, please include the name of the applicant along with the address of the property with the corresponding comment.

Comments are due by **Friday August 1, 2025.** Email comments to Beth (bgarmon@hallcounty.org) and Kaitlyn (kelliott@hallcounty.org).

CALL TO ORDER

AGENDA REVIEW

APPROVAL OF MINUTES – August 18, 2025

NEW BUSINESS

1. **3985 Mount Vernon Road | Variance to Section 4.3 |** to reduce the minimum yards | on a 0.86± acre tract located on the west side of Mount Vernon Road approximately 1,796 feet north of its intersection with Oak Harbour Drive | Zoned R-1; Tax Parcel 10117 000050 **| Proposed Use: Detached garage |** * Commission District 2 | **Jeffrey C. Terry, applicant**

2. **1604 & 1608 Whiting Drive, & 1790 Browns Bridge Road | Variance to Section 5.3.1** | to reduce the minimum yards | on a combined 0.90± acre tract located on the northeast side of Whiting Road at its intersection with Browns Bridge Road | Zoned R-1 & H-B; Tax Parcels 00123 007016, 007015 & 007017 **| Proposed use: Commercial addition & to bring an existing structure into compliance |** * Commission District 4 | **Gerardo Vargas, applicant**

3. **7365 Bill Wilson Road | Variance to section 7.8.3 |** ADU standards | on a 5.20± acre tract located on the northwest side of Bill Wilson Road at its intersection with Pebble Ridge Drive |

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**

(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**

6. **(A) 1119 & 1137 West Ridge Road | Rezone |** from Residential 1 (R-1) & Light Industrial (I-1) to Light Industrial (I-1) | on an combined 4.73± acre assemblage located on the southeast side of West Ridge Road at its intersection with Stallworth Street | Zoned R-1 & I-1; Tax Parcels 00054 001040B (pt) & 001040 (pt) **| Proposed Use: Indoor/outdoor storage and warehousing |** ** Commission District 4 | **Valiant Services c/o David Elder, applicant**

   (B) 1119 & 1137 West Ridge Road | Variance to Section 8.2.3 | to reduce the minimum buffers | on an combined 4.73± acre assemblage located on the southeast side of West Ridge Road at its intersection with Stallworth Street | Zoned R-1 & I-1; Tax Parcels 00054 001040B (pt) & 001040 (pt) **| Proposed Use: Indoor/outdoor storage and warehousing |** * Commission District 4 **| Valiant Services c/o David Elder, applicant**

7. **(A) 6450 Ben Parks Road | Rezone |** from Residential 1 Low Density (R-1-L) to Planned Residential Development (PRD) | on a 60.84± acre tract located on the south side of Ben Parks Road approximately 1,946 feet from its intersection with Jake Kemp Road | Zoned R-1-L; Tax Parcel 11056 000001A | **Proposed Use: 80-lot residential development |** ** Commission District 3 | **Davis Engineering & Surveying c/o Nick Pesola, applicant**

   (B) 6450 Ben Parks Road | Variance to Section 8.4 | sidewalk standards | on a 60.84± acre tract located on the south side of Ben Parks Road approximately 1,946 feet from its intersection with Jake Kemp Road | Zoned R-1-L; Tax Parcel 11056 000001A **| Proposed Use: 80-lot residential development |** * Commission District 3 **| Davis Engineering & Surveying c/o Nick Pesola, applicant**

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

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

9. **(A) 4527 J M Turk Road & 4567 Stanley Road | Special Use |** on a combined 19.43± acre tract located on the northeast side of J M Turk Road approximately 200 feet from its intersection with Grandview Parkway | Zoned AR-1; Tax Parcels 15044 000034A & 000034 (pt) **| Proposed Use: Agri-entertainment venue |** ** Commission District 1 **| Mulberry Springs Vineyard & Winery, applicant**

   (B) 4527 J M Turk Road & 4567 Stanley Road | Variance to Section 7.7.3 | on a combined 19.43± acre tract located on the northeast side of J M Turk Road approximately 200 feet from its intersection with

Grandview Parkway | Zoned AR-1; Tax Parcels 15044 000034A & 000034 (pt) **| Proposed Use: Agri-entertainment venue |** * Commission District 1 **| Mulberry Springs Vineyard & Winery, applicant**

*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
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

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

Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

M E M O R A N D U M

To: Beth Garmon, Director of Planning and Zoning

From: Bill Nash, Director of Public Works and Utilities

Date: August 1, 2025

Subject: September 2, 2025 - Hall County Planning Commission Agenda

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the September 2, 2025, meeting. Upon review, we provide the following comments.

NEW BUSINESS

1. **3985 Mount Vernon Road | Variance to Section 4.3 |** to reduce the minimum yards | on a 0.86± acre tract located on the west side of Mount Vernon Road approximately 1,796 feet north of its intersection with Oak Harbour Drive | Zoned R-1; Tax Parcel 10117 000050 **| Proposed Use: Detached garage |** * Commission District 2 | **Jeffrey C. Terry, applicant**

a. **Engineering**: No comment
b. **Traffic:** No comment
c. **Utilities:** Gainesville sewer – Not available

2. **1604 & 1608 Whiting Drive, & 1790 Browns Bridge Road | Variance to Section 5.3.1** | to reduce the minimum yards | on a combined 0.90± acre tract located on the northeast side of Whiting Road at its intersection with Browns Bridge Road | Zoned R-1 & H-B; Tax Parcels 00123 007016, 007015 & 007017 **| Proposed use: Commercial addition & to bring an existing structure into compliance |** * Commission District 4 | **Gerardo Vargas, applicant**

a. Engineering: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
b. Traffic: No comment
c. **Utilities:** Gainesville sewer – Available onsite

3. **7365 Bill Wilson Road | Variance to section 7.8.3 |** ADU standards | on a 5.20± acre tract located on the northwest side of Bill Wilson Road at its intersection with Pebble Ridge Drive | Zoned R-1-L; Tax Parcel 09056A000008 **| Proposed Use: Accessory dwelling unit |** * Commission District 3 **| Nedra Riddle, applicant**

    a. **Engineering**: No comment
    b. **Traffic:** No comment
    c. **Utilities:** Hall County sewer service area. No infrastructure in vicinity

4. **5303 Browns Bridge Road | Special Use |** to amend conditions of zoning | on a 0.97± acre tract located on the south side of Browns Bridge Road at its intersection with Whitmire Drive | Zoned H-B; Tax Parcel 08080 003018 | **Proposed use: Vehicle repair, major** | ** Commission District 2 | **Ali Sadegh, applicant**

    a. **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
    b. **Traffic:** GDOT access permit required
    c. **Utilities:** Gainesville-Hall sewer area. No infrastructure in vicinity

5. **(A) 2196 Centennial Drive | Special Use |** on a 4.19± acre parcel located on north side of Centennial Drive approximately 1,195 feet from its intersection with Centennial Circle | Zoned I-1; Tax Parcel 08013 003033 **| Proposed Use: Outdoor recreation |** ** Commission District 4 | **Vital Foods, LLC (Juan Carlos Lomas) c/o Gaskins + LeCraw, applicant**

(B) 2196 Centennial Drive | Variance to Table 8.1.1 | Required parking | on a 4.19± acre parcel located on north side of Centennial Drive approximately 1,195 feet from its intersection with Centennial Circle | Zoned I-1; Tax Parcel 08013 003033 **| Proposed Use: Outdoor recreation |** * Commission District 4 **| Vital Foods, LLC (Juan Carlos Lomas) c/o Gaskins + LeCraw, applicant**

    a. **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
    Show FEMA and Hall County studied Flood plains that are present on site.
    Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
    b. **Traffic:** No comment
    c. **Utilities:** Gainesville sewer service area. Infrastructure is onsite

6. **(A) 1119 & 1137 West Ridge Road | Rezone |** from Residential 1 (R-1) & Light Industrial (I-1) to Light Industrial (I-1) | on an combined 4.73± acre assemblage located on the southeast side of West Ridge Road at its intersection with Stallworth Street | Zoned R-1 & I-1; Tax Parcels 00054 001040B (pt) & 001040 (pt) **| Proposed Use: Indoor/outdoor storage and warehousing |** ** Commission District 4 | **Valiant Services c/o David Elder, applicant**

(B) 1119 & 1137 West Ridge Road | Variance to Section 8.2.3 | to reduce the minimum buffers | on an combined 4.73± acre assemblage located on the southeast side of West Ridge Road at its intersection with Stallworth Street | Zoned R-1 & I-1; Tax Parcels 00054 001040B (pt) & 001040 (pt) **| Proposed Use: Indoor/outdoor storage and warehousing |** * Commission District 4 **| Valiant Services c/o David Elder, applicant**

a. **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
   Show stream buffer and impervious setback from wrested vegetation not centerline of stream
b. **Traffic:** No comment
c. **Utilities:** Gainesville sewer service area. Infrastructure is onsite

7. **(A) 6450 Ben Parks Road | Rezone |** from Residential 1 Low Density (R-1-L) to Planned Residential Development (PRD) | on a 60.84± acre tract located on the south side of Ben Parks Road approximately 1,946 feet from its intersection with Jake Kemp Road | Zoned R-1-L; Tax Parcel 11056 000001A | **Proposed Use: 80-lot residential development |** ** Commission District 3 | **Davis Engineering & Surveying c/o Nick Pesola, applicant**

(B) 6450 Ben Parks Road | Variance to Section 8.4 | sidewalk standards | on a 60.84± acre tract located on the south side of Ben Parks Road approximately 1,946 feet from its intersection with Jake Kemp Road | Zoned R-1-L; Tax Parcel 11056 000001A **| Proposed Use: 80-lot residential development |** * Commission District 3 **| Davis Engineering & Surveying c/o Nick Pesola, applicant**

a. **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
   Show FEMA and Hall County studied Flood plains that are present on site.
   Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
b. **Traffic:** Left and Right turn lanes may be required.
c. **Utilities:** Hall County Serwer service area. No infrastructure in vicinity

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

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

a. **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
   Show FEMA and Hall County studied Flood plains that are present on site.
   Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
b. **Traffic:** TIS to be provided with DRI. Traffic comments to be made after review.
c. **Utilities:** Gainesville sewer service area. Sewer is available via pump station about 0.5 miles to the North.

9. **(A) 4527 J M Turk Road & 4567 Stanley Road | Special Use |** on a combined 19.43± acre tract located on the northeast side of J M Turk Road approximately 200 feet from its intersection with Grandview Parkway | Zoned AR-1; Tax Parcels 15044 000034A & 000034 (pt) **| Proposed Use: Agri-entertainment venue |** ** Commission District 1 **| Mulberry Springs Vineyard & Winery, applicant**

(B) 4527 J M Turk Road & 4567 Stanley Road | Variance to Section 7.7.3 | on a combined 19.43± acre tract located on the northeast side of J M Turk Road approximately 200 feet from its intersection with Grandview Parkway | Zoned AR-1; Tax Parcels 15044 000034A & 000034 (pt) **| Proposed Use: Agri-entertainment venue |** * Commission District 1 **| Mulberry Springs Vineyard & Winery, applicant**

a. **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
   Show FEMA and Hall County studied Flood plains that are present on site.
   Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
b. **Traffic:** May require left and right turn lanes or a right-hand passing lane.
c. **Utilities:** Oakwood sewer service area. No sewer infrastructure in the vicinity

Outlook

Fire Comments

From John Hornick (Fire Services) <jhornick@hallcounty.org>
Date Fri 7/25/2025 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.

9. **(A) 4527 J M Turk Road & 4567 Stanley Road | Special Use |** on a combined 19.43± acre tract located on the northeast side of J M Turk Road approximately 200 feet from its intersection with Grandview Parkway | Zoned AR-1; Tax Parcels 15044 000034A & 000034 (pt) **| Proposed Use: Agri-entertainment venue |** ** Commission District 1 **| Mulberry Springs Vineyard & Winery, applicant**

(B) 4527 J M Turk Road & 4567 Stanley Road | Variance to Section 7.7.3 | on a combined 19.43± acre tract located on the northeast side of J M Turk Road approximately 200 feet from its intersection with Grandview Parkway | Zoned AR-1; Tax Parcels 15044 000034A & 000034 (pt) **| Proposed Use: Agri-entertainment venue |** * Commission District 1 **| Mulberry Springs Vineyard & Winery, applicant**

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

Re: September 2, 2025 Hall County Planning Commission Meeting Tentative Agenda

---

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

(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**

7. **(A) 6450 Ben Parks Road | Rezone |** from Residential 1 Low Density (R-1-L) to Planned Residential Development (PRD) | on a 60.84± acre tract located on the south side of Ben Parks Road approximately 1,946 feet from its intersection with Jake Kemp Road | Zoned R-1-L; Tax Parcel 11056 000001A | **Proposed Use: 80-lot residential development |** ** Commission District 3 | **Davis Engineering & Surveying c/o Nick Pesola, applicant**

   (B) 6450 Ben Parks Road | Variance to Section 8.4 | sidewalk standards | on a 60.84± acre tract located on the south side of Ben Parks Road approximately 1,946 feet from its intersection with Jake Kemp Road | Zoned R-1-L; Tax Parcel 11056 000001A **| Proposed Use: 80-lot residential development |** * Commission District 3 **| Davis Engineering & Surveying c/o Nick Pesola, applicant**

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

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

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** 2023 CUVA 15-44-34 not 34a

   (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** 2023 CUVA 15-44-34 not 34a

*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 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

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

DIRECTOR
Jorge Gomez, P.E.

Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

MEMORANDUM

To: Katie Ahmed, Planning and Zoning Director

From: Brent Cook, Assistant Director of Public Works and Utilities

Date: June 12, 2026

Subject: HZCU25-0037
Mulberry Springs Winery Traffic Assessment Memo

Please be advised that our office has reviewed the Traffic Assessment Memo for the subject rezoning. The memo was prepared by TTL, Inc by a registered professional engineer in the State of Georgia.

The methodology presented utilizes the trip generation rates from the Institute of Transportation Engineers (ITE) Trip Generation Manual, Land Use Code 970 – Wine Tasting Room. Supplemental data from the property owner was provided to provide additional context to the expected trip rates.

The memo concludes the expected traffic impacts will have little to no impact on the surrounding traffic network.

Public Works finds this methodology adequate and support the conclusions.

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

---

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

Outlook

Re: 4527 JM Turk Rd & 4567 Stanley Rd

From Colton Brown (Marshals) <cabrown@hallcounty.org>
Date Fri 6/12/2026 1:45 PM
To Richard Ellis (Marshals) <rellis@hallcounty.org>; Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Amanda M. Reagan (Marshals) <areagan@hallcounty.org>
Cc Katie G. Ahmed (Planning) <kahmed@hallcounty.org>; Lynn Taylor (Planning) <ltaylor@hallcounty.org>

2 attachments (4 MB)
IMG_2237.jpeg; IMG_2238.jpeg;

Good Afternoon,

I located and changed 2 signs to reflect BOC meeting date as June 25,2026 at 6:00PM. Pictures at attached.

Thank you,
Officer C. Brown
Marshal's Office
Hall County Community Development and Infrastructure
770-531-6762 | www.hallcounty.org

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

Please note, as of January 20, Community Development and Infrastructure departments, including the Marshal's Office have been temporarily relocated to 2829 Browns Bridge Road, the Hall County Government Center Temporary Annex.

From: Richard Ellis (Marshals) <rellis@hallcounty.org>
Sent: Friday, June 12, 2026 10:06
To: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Colton Brown (Marshals) <cabrown@hallcounty.org>; Amanda M. Reagan (Marshals) <areagan@hallcounty.org>
Cc: Katie G. Ahmed (Planning) <kahmed@hallcounty.org>; Lynn Taylor (Planning) <ltaylor@hallcounty.org>
Subject: Re: 4527 JM Turk Rd & 4567 Stanley Rd

Please note, as of January 20, Community Development and Infrastructure departments, including the Marshal's Office have been temporarily relocated to 2829 Browns Bridge Road, the Hall County Government Center Temporary Annex.

Thanks,

Sergeant Rich Ellis
Marshal's Office
Hall County Community Development and Infrastructure
(770) 531-6762 | www.hallcounty.org

HALL COUNTY
GEORGIA
We have it all in Hall

From: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Sent: Friday, June 12, 2026 10:06:01 AM
To: Colton Brown (Marshals) <cabrown@hallcounty.org>; Amanda M. Reagan (Marshals) <areagan@hallcounty.org>; Richard Ellis (Marshals) <rellis@hallcounty.org>
Cc: Katie G. Ahmed (Planning) <kahmed@hallcounty.org>; Lynn Taylor (Planning) <ltaylor@hallcounty.org>
Subject: 4527 JM Turk Rd & 4567 Stanley Rd

Good Morning,

Can the two signs be updated to show the BOC meeting as June 25, 2026 and photos taken? Their location is shown below.



Thank you,

Kaitlyn Elliott
Planning Commission Clerk
Planning and Zoning
(770) 531-6810
kelliott@hallcounty.org
www.hallcounty.org

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

Please note: Hall County will be implementing our new NextRequest Open Records Request portal on July 1, 2026. Current ORR specific email addresses (such as orr_bocc@hallcounty.org, etc.) will be deactivated, and all requests will need to be submitted through the new portal (https://hallcountyga.nextrequest.com/).

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 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.

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 25, 2026
Time: 6:00 P.M.

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809

04-2024

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 25, 2026

Time: 6:00 P.M.

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809

04-2024

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

HALL COUNTY
GEORGIA
We have it all in Hall

PUBLIC NOTICE REQUIREMENTS

Zoning regulations require that public notice must be given prior to all zoning hearings as follows:

1. The Planning Department shall publish a legal advertisement no less than fifteen (15) days and no more than forty-five (45) days prior to the public hearing.

2. The Planning Department shall send notification by letter of all other property owners within a 500-foot radius of the applicant's property, 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

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

June 9th, 2026

Dear Commissioners,

I am writing you to provide my support for the Special Use: Agri-Entertainment Venue for the Mulberry Springs Winery & Vinyard, and ask that you approve the Agri-Entertainment business license for this winery. The winery has been a positive contribution to our J M Turk Rd neighborhood community and compliments the low density nature of our homes. The owner, Mark Faul, has been open and cooperative with his neighbors to address any issues brought to his attention. Being able to offer additional services to the area is a plus and it additionally helps the Winery to continue for the long term with additional revenue sources.

I am a 26 year homeowner & resident of Hall County and also the President of the Elah Valley Homeowners Association – just down the road from the winery on J M Turk Road. Precedence for hosting events venue has already been set in our area as the Hall County Board Of Commissioners approved an Agri-Entertainment License for The Farmhouse at 30542 (4613 J M Turk Rd). For several years, The Farmhouse hosted weddings and special events outdoors with outside music. When this venue was being considered, many of our homeowners were concerned about traffic impact & noise issues, but the reality of The Farmhouse events was that there were no traffic issues at all and the music did not present any significant issues. The Mulberry Springs Winery & Vineyard has a beautiful building to hosts events with music inside which has less impact to the community than did the Farmhouse at 30542.

Thank you for considering my support

Sincerely,
Bill Doucher

President, Elah Valley HOA

[redacted]

4789 J M Turk Rd
Flowery Branch, Ga 30542

[redacted]

June 11, 2026

Hall County Board of Commissioners Hall County Planning Commission 2875 Browns Bridge Road Gainesville, GA 30504

RE: HZCU25-0037, HVAR25-0035 – Mulberry Springs Vineyard & Winery 4527 J M Turk Road and 4567 Stanley Road Flowery Branch, Georgia

Dear Commissioners,

My name is Kelly Reams, and I reside at 4621 Stanley Road, Flowery Branch, Georgia 30542.

I am writing in support of the Special Use application and Variance Request for Mulberry Springs Vineyard & Winery.

Mulberry Springs Vineyard & Winery is a positive asset to the community and represents the type of agricultural business that Hall County should encourage and support. The vineyard preserves open space, promotes local agriculture, and provides a unique venue where residents and visitors can enjoy the beauty of rural Hall County.

The winery has demonstrated a commitment to maintaining an attractive and well-managed property. The proposed agri-entertainment activities are consistent with the existing use of the property and will provide additional opportunities for community gatherings, celebrations, and agricultural tourism.

I believe the winery complements the surrounding area and enhances the quality of life for residents by offering a destination that highlights Hall County's agricultural roots while supporting local economic activity.

For these reasons, I respectfully request that the Hall County Board of Commissioners approve the Special Use application for Mulberry Springs Vineyard & Winery.

Thank you for your time and consideration.

Sincerely,

Kelly Reams

4621 Stanley Road

Flowery Branch, GA 30542

June 11, 2026

Hall County Board of Commissioners Hall County Planning Commission 2875 Browns Bridge Road Gainesville, GA 30504

RE: HZCU25-0037, HVAR25-0035 – Mulberry Springs Vineyard & Winery 4527 J M Turk Road and 4567 Stanley Road Flowery Branch, Georgia

Dear Commissioners,

My name is Thomas Reams, and I reside at 4621 Stanley Road, Flowery Branch, Georgia 30542.

I am writing to express my strong support for the Special Use and Variance request submitted by Mulberry Springs Vineyard & Winery to allow agri-entertainment activities associated with its existing farm winery operation.

As a nearby property owner, I believe Mulberry Springs Vineyard & Winery is an excellent addition to our community and is fully compatible with the agricultural and rural character of this area. The vineyard and winery have become a unique local destination that promotes agriculture, agritourism, and appreciation for open space while maintaining the natural beauty of the surrounding area.

The property has operated as a farm winery for several years and has invested significantly in improving and maintaining the site. The vineyard, tasting facilities, and surrounding grounds are well maintained and contribute positively to the appearance and character of the community. In my opinion, allowing the winery to host weddings, corporate gatherings, educational events, and similar activities is a natural extension of its existing agricultural use.

Hall County continues to experience substantial residential growth and development. Facilities such as Mulberry Springs Vineyard & Winery help preserve the agricultural heritage of our community while providing residents and visitors with opportunities to enjoy local agriculture, locally produced products, and outdoor recreation in a beautiful setting.

Based on my familiarity with the property and surrounding area, I believe the requested Special Use is appropriate and will benefit the community. I respectfully encourage the Hall County Board of Commissioners to approve the application.

Thank you for your consideration.

Sincerely,

Thomas Reams

4621 Stanley Road

Flowery Branch, GA 30542

Outlook

FW: Mulberry Springs Vineyard and Winery

From Lynn Taylor (Planning) <ltaylor@hallcounty.org>
Date Tue 6/16/2026 8:57 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Cc Katie G. Ahmed (Planning) <kahmed@hallcounty.org>

-----Original Message-----
From: Joya Talhouk <[redacted]
Sent: Tuesday, June 16, 2026 1:38 PM
To: Lynn Taylor (Planning) <ltaylor@hallcounty.org>
Subject: Mulberry Springs Vineyard and Winery

[You don't often get email from [redacted] Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

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

Please consider this email a vote of Support to allow Mulberry Springs Vineyard and winery to rent its space for events.
This winery is an especially lovely setting representing the very best of Hall County. What a wonderful way to promote the natural beauty of this area.
The stunning new tasting room provides a perfect opportunity for friends and family to gather and celebrate special occasions in a one of a kind environment.
MSVW should be granted permission to rent and benefit from the thoughtful investment that has been made in this stunning piece of property.
Joya Talhouk
Sent from my iPhone

Outlook

Mulberry Springs Winery

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Thu 6/18/2026 9:09 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Jennifer Ross [redacted]
Sent: Wednesday, June 17, 2026 2:17 PM
To: Lynn Taylor (Planning) <ltaylor@hallcounty.org>
Subject: Mulberry Springs Winery

You don't often get email from [redacted] Learn why this is important

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

Lynn

I hope you are well. I wanted to write to express my extreme support for the Mulberry Springs Winery. We actually live directly behind the winery and can hear the music from time to time (which we enjoy) and we visit the winery as well. We were thrilled to see that a winery was opening a few years ago and are even more thrilled to see it growing and the new event space being created.

This is exactly the type of development that Flowery Branch and our community needs. As our community grows, having higher-end venues like this bring visitors who theoretically will spend money as visitors and also make living in FB more appealing to possibly move here.

We live in Quailwood and want to ensure that our community maintains a safe and expanding tax base for businesses and housing. The optics on this event space can only make FB appear to be a growing and exciting place to live.

In addition, the space is beautiful!

Finally, we oppose the current proposed rezoning/ development further down JM Turk for apartments and townhomes. JM Turk is a small 2-lane road that cannot sustain this kind of development and frankly, these housing units will not contribute positively to our home values nearby.

Happy to discuss further, but I am fairly certain most Quailwood residents agree with these statements.

Regards,

Jennifer Ross-Lederer

[redacted]

Outlook

FW: Mulberry Springs Winery

From Lynn Taylor (Planning) <ltaylor@hallcounty.org>
Date Tue 6/16/2026 8:53 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Cc Katie G. Ahmed (Planning) <kahmed@hallcounty.org>

From: William Floor <William_Floor@rei.ricoh.com>
Sent: Tuesday, June 16, 2026 5:18 PM
To: Lynn Taylor (Planning) <ltaylor@hallcounty.org>
Subject: Mulberry Springs Winery

You don't often get email from william_floor@rei.ricoh.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 Day,,

I'm writing this in support of the request for Mulberry Springs Winery to become an agricultural entertainment center for small parties. It's such a beautiful event space and I think many great memories can be made, but local citizens and small businesses.

We often escape to Mulberry Springs Winery for our local "get away and relax" location.

Please allow this request, I would greatly appreciate it, as will so many others.

Thank you in advance for your consideration,

Bill Floor
President & CEO
Ricoh Electronics, Inc.
Lawrenceville, GA
Tel (770) 338-7200 (Main)
Tel (770) 338-7230 (Direct)
Email: william_floor@rei.ricoh.com
www.rei.ricoh.com
RICOH
imagine. change.

To: Hall County Planning Commission

From: Tony & Rena' Martin

4533 J M Turk Rd

Flowery Branch, GA 3054

Dear Hall County Planning Commission,

We respectfully request the denial of the proposed Special Use Permit and Variance for Mulberry Springs Vineyard and Winery, located at 4527 J.M. Turk Road.

As the owners of the adjacent residential property, we would be the most directly and significantly impacted by the proposed Agri-Entertainment Venue. (Please also refer to our previously submitted letter dated August 29, 2025.)

To be direct, during the original building permit application process, Mr. Faul indicated that the structure would be used for the purpose of a tasting room and for wine storage with year-round operations during inclement weather—never mentioning the use as an entertainment venue! This representation was consistent with what he had shared with us in prior conversations. The current request for expanded use as an event venue is a substantial deviation from that original understanding.

Additionally, the proposed event structure and parking area do not meet Hall County's required setback standards for business use. The structure is approximately 32 feet from our property line, and the gravel parking lot—already a source of significant noise—is only about 35 feet away. The Venue AND Parking Lot falls far short of the county's required setbacks. (This appears to totally ignore setbacks BUILD a structure and now ask for Variances?!?)

Due to this close proximity, our quality of life has already been negatively affected, and further expansion would only increase these impacts. We have experienced ongoing issues with loud live music from the existing outdoor pavilion, requiring multiple complaints to Mr. Faul. There have also been concerns from overnight onsite camping patrons congregating in the parking area and shining flashlights throughout the winery and vineyards.

As a resident who works 12-hour rotating shifts with a 5:00 a.m. start time, the continued increase in late-night activity and noise is especially disruptive. This is a quiet residential area, not a Commercial Entertainment District.

The comparison to the Mulberry Community Center is not applicable, as that facility does not operate late into the evening, host live music, or serve alcohol—factors that significantly contribute to increased noise and activity levels.

Furthermore, <u>it appears that the Applicant has NOT been Fully Transparent Throughout This Process</u>. The current layout concentrates the operation within a small portion of the property while seeking additional variances to compensate for inadequate planning. Expanding into an entertainment venue will necessitate even more parking and activity, further impacting our home—particularly our master bedroom, which is located adjacent to the existing parking lot.

We respectfully ask the Commission to consider whether this type of operation is appropriate in such close proximity to neighboring residences. We also question how the existing structure was approved at such a limited distance from our property line.

We invite any Commission member who wishes to better understand these concerns to visit our property and observe firsthand the proximity and impact prior to making a final decision.

Thank you for your time and consideration.

Respectfully,
The Martins,

Tony and Rena' [redacted]

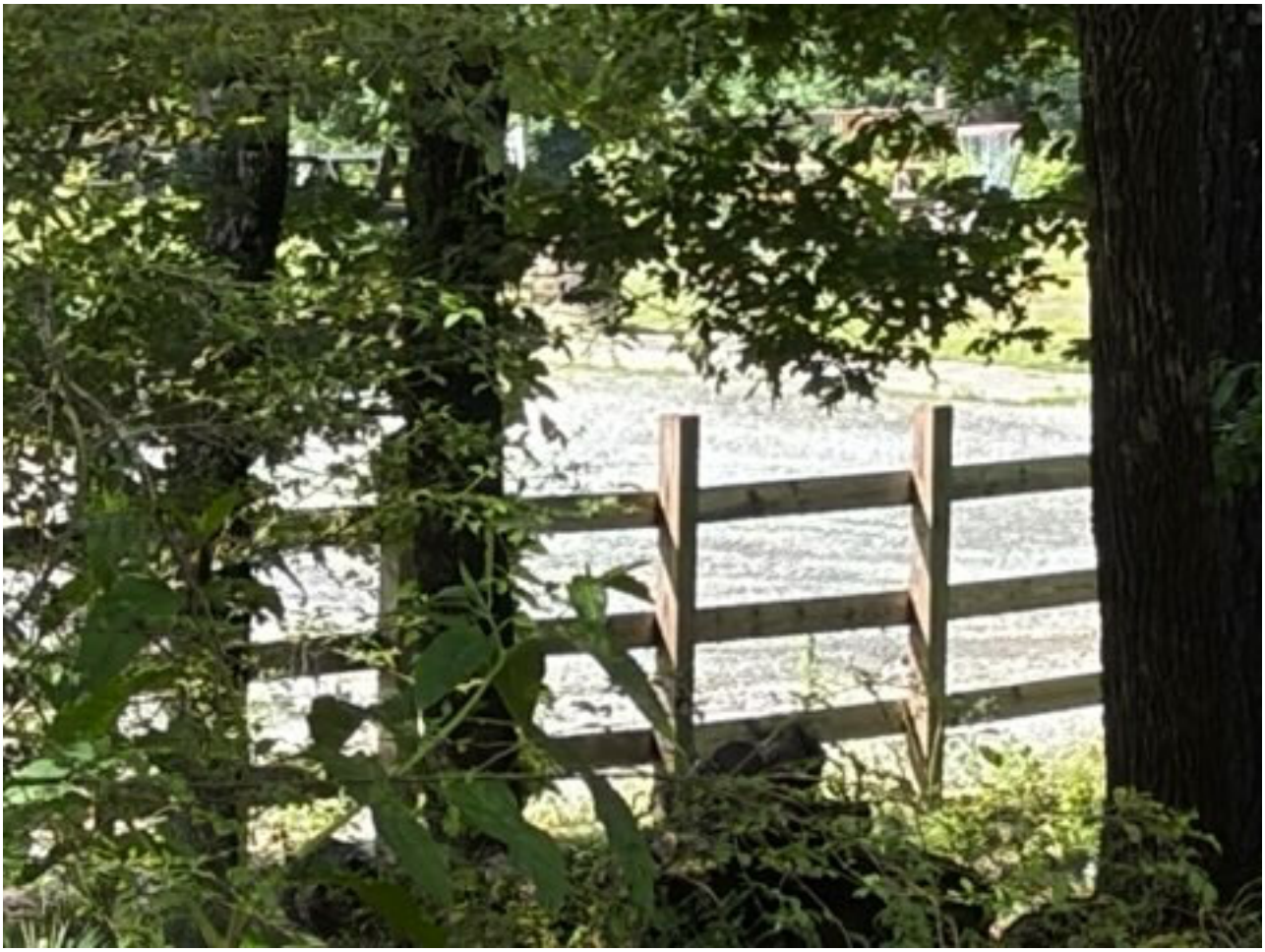













MF


UNITY









AGENDA ITEM

Planning & Zoning

REPORT TO: **Work Session (06/22/26)**

REPORT TO: **Voting Meeting (06/25/26)**

ITEM NO: 367/2026

SUBJECT: **4431 Jim Hood Road & 4474 Highland Road | Rezone |** from Agricultural Residential (AR-1) and Vacation Cottage (V-C) to Residential (R-1)/Conservation Subdivision (CS) | on a combined 38.83± acre tract located at the northwest corner of the intersection of Jim Hood Road and Highland Road | Zoned AR-1 & V-C; Tax Parcels 12002 000001A; 12001 000006 (pt) **| Proposed Use: 56-lot single-family subdivision |** Commission District 3 **| Kent Henderson, applicant**

Meetings:

Work Session Date: 06/22/26 **Voting Meeting Date:** 06/25/26

Executive Summary:

Presenter: LT

Recommendation:

Denial, as the proposed zoning is inconsistent with the "Rural Neighborhood" future land use classification within the Comprehensive Plan. However, if the Commission chooses to approve this request, staff recommends the following conditions:

1. The property shall be developed in accordance with the site plan dated April 27, 2026, and narrative received April 28, 2026, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. No variances or development exceptions are granted as part of this request that are not explicitly granted by Board approval. The development shall be compliant with the Unified Development Code of Hall County.
3. The applicant shall identify the entity responsible for ownership and maintenance of all required open space and common facilities within the subdivision. Should a Homeowners Association (HOA) be established, membership in the HOA shall be mandatory for all property owners within the subdivision and for all future successors.
4. All conditions of zoning shall be made a part of any plats or construction plans created for the property

Purpose of Request: **History:**

4431 Jim Hood Road & 4474 Highland Road | Rezone | from Agricultural Residential (AR-1) and Vacation Cottage (V-C) to Residential (R-1)/Conservation Subdivision (CS) | on a combined 38.83± acre tract located at the northwest corner of the intersection of Jim Hood Road and Highland Road | Zoned AR-1 & V-C; Tax Parcels 12002 000001A; 12001 000006 (pt) | **Proposed Use: 56-lot single-family subdivision** | Commission District 3 | **Kent Henderson, applicant**

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

Approvals:

Submit	Approve	Attorney	Administration
KE	KA	JL	CR
Clerk			
JR			

Attachments:

Staff Report
Application
Narrative
Site Plan
Plat
Maps
Deed
Water Availability Letter
Environmental Health Comment
GDOT Comment
Public Works Comment
Fire Comment
Tax Assessors Comment
Notice Sign
Public Comment - from Robb Owens
Public Comment - from Roger Owens
Public Comment - from Roger Owens
Public Comment - from Clayton Shope
Public Comment - from Kristen Green
Public Comment - from Marty Owens
Public Comment - from Cheri Vachtsevanos
Public Comment - from George Giannoulas
Public Comment - from Mark Owens
Public Comment - from Steven Lewallen

HALL COUNTY BOARD OF COMMISSIONERS
STAFF REPORT

Applicant ..... Kent Henderson

Request ..... **Rezone** | from Agricultural Residential 1 (AR-1) & Vacation Cottage (V-C) to Residential 1 (R-1)/Conservation Subdivision (CS)

Proposed Use ..... 56-lot single-family subdivision

Size ..... 38.83± acres

Zoning ..... **Current:** Agricultural Residential 1 (AR-1) & Vacation Cottage (V-C)| **Proposed:** Residential 1 (R-1) /Conservation Subdivision (CS)

Location ..... **4431 Jim Hood Road & 4474 Highland Road** | Tax parcels 12002 000001A & 12001 000006(pt)

Commission District ..... Three

Planning Commission Date ..... June 25, 2026

Staff Recommendation ..... **Denial,** as the proposed zoning is inconsistent with the "Rural Neighborhood" future land use classification within the Comprehensive Plan.

Record Number..... HZON26-0017

Staff recommends <u>DENIAL</u> of the applicant's request. However, if the Commission chooses to approve this request, staff recommends the following conditions:

1. The property shall be developed in accordance with the site plan dated April 27, 2026, and narrative received April 28, 2026, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

2. No variances or development exceptions are granted as part of this request that are not explicitly granted by Board approval. The development shall be compliant with the Unified Development Code of Hall County.

3. The applicant shall identify the entity responsible for ownership and maintenance of all required open space and common facilities within the subdivision. Should a Homeowners Association (HOA) be established, membership in the HOA shall be mandatory for all property owners within the subdivision and for all future successors.

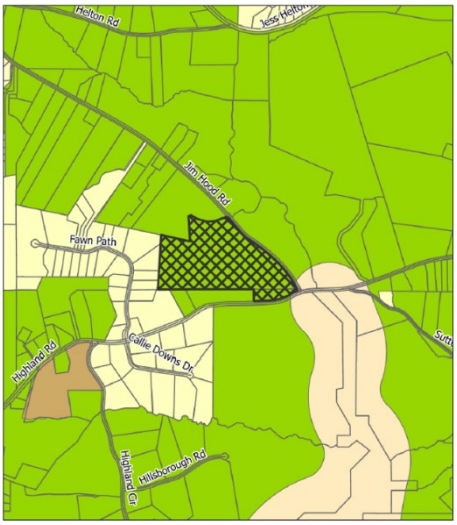
4. All conditions of zoning shall be made a part of any plats or construction plans created for the property

---

The following should be considered as exceptions to the Unified Development Code of Hall County, and shall warrant further determination by the Board should it choose to approve the submitted narrative and site plan:

- **Section 4.8.7.A.5 – Open Space** - At least 75 percent of the open space must be contiguous. The open space should adjoin any neighboring areas of open space, other protected areas, and non-protected natural areas that would be candidates for inclusion as part of a future area of protected open space.
  - The applicant proposes 6.54± acres of contiguous open space out of the dedicated 19.73± acres, which equals 33.1%.
  - Separately, the applicant proposes 12.93± acres of contiguous open space out of the dedicated 19.73± acres, which equals 65.5%.

Summary Analysis



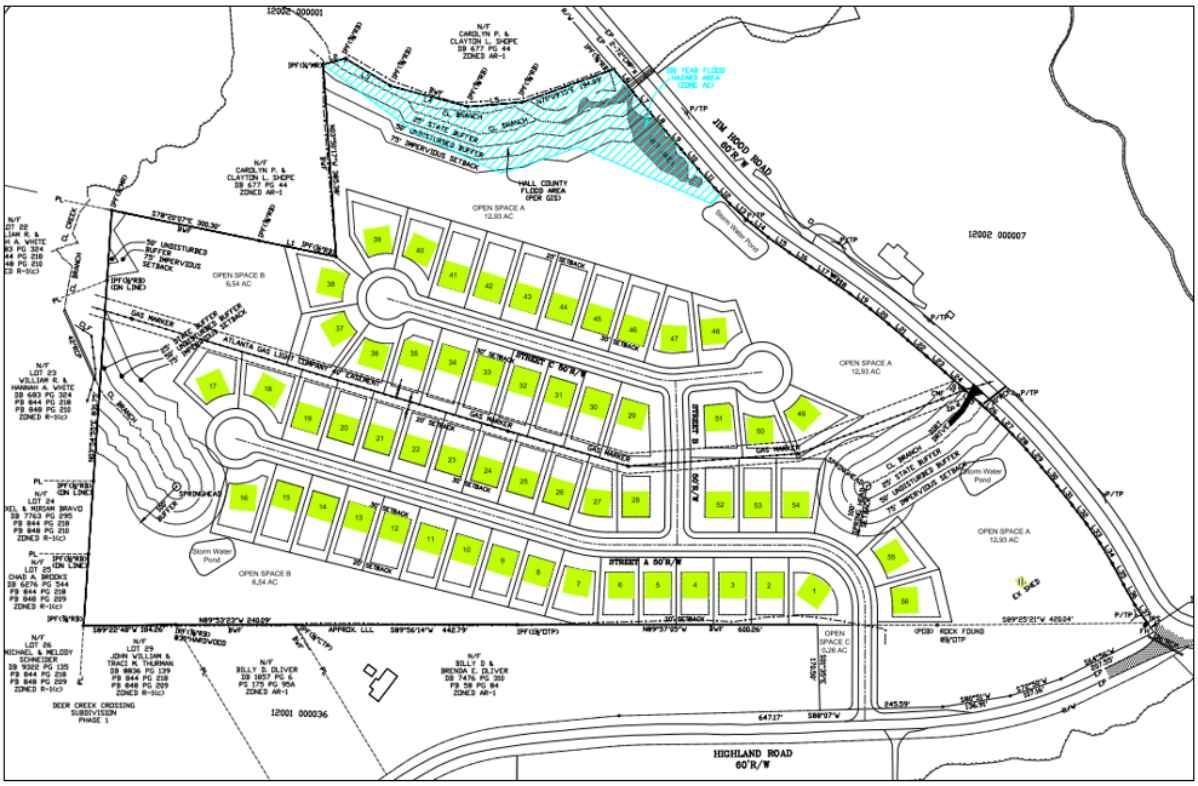
The applicant is requesting to rezone a combined 38.83± acre tract from Agricultural Residential 1 (AR-1) and Vacation Cottage (V-C) to Residential 1 (R-1)/Conservation Subdivision (CS) for a 56-lot single-family residential subdivision. The property is currently undeveloped. West Fork Little River runs along the northern property boundary, and the property is affected by County Studied and FEMA Flood Zones. Additionally, the property is bisected by a 40 foot utility easement for Atlanta Gas Light Company.

The surrounding properties are zoned and developed as outlined below:

North: Agricultural Residential 1 (AR-1): Single-family residences
East: Agricultural Residential 1 (AR-1) & Vacation Cottage (V-C): Single-family residences
South: Agricultural Residential 1 (AR-1) & Vacation Cottage (V-C): Single-family residences; Residential (R-1): Deer Creek Crossing subdivision
West: Agricultural Residential 1 (AR-1): Single-family residence; Residential 1 (R-1): Deer Creek Crossing subdivision

Per the narrative, the applicant is requesting to rezone the property from Agricultural Residential 1 (AR-1) and Vacation Cottage (V-C) to Residential 1(R-1)/Conservation Subdivision (CS) for a 56-lot single-family conservation subdivision. The Unified Development Code states that a conservation subdivision is designed to allow for the development of subdivisions that cluster development and provide for

preservation of natural resources or open space as an alternative to conventional subdivision development.



The development standards for the project are identified in the table below and compared to the Conservation Subdivision requirements:

Standard	Proposed	Conservation Subdivision	Compliance
4.8.4 - Maximum Yield and Housing Density	Maximum yield: 56 lots Density: 1.44 dwelling units per acre	The maximum yield is the total number of lots on which dwelling units may be constructed. The maximum yield is determined by dividing the total area to be subdivided (38.83 acres) by the minimum lot area specified in this UDC for the zoning district for that tract of land (0.5 acres). The proposed zoning is R-1 which allows a density of 2 units/acre or 77 lots.	Complies with R-1 density
4.8.5- Dimensional Standards	Minimum lot size: 10,000 sf	Once the maximum yield is determined pursuant to Sec. 4.8.4, the preliminary plat must be submitted which meets the requirements of this Sec. 4.8. and Article 9 of this UDC. The minimum lot size is determined by dividing the total	Complies

		area of the land to be subdivided, less the area of the open space, by the associated maximum yield. The lots in a conservation subdivision may be less than the minimum lot size required by this UDC for the zoning district for that tract of land, provided that each lot must have an area of at least 10,000 square feet.	
4.8.7.A.1- Open space	Minimum Open Space acreage required: 15.53 acres (40%) Proposed Open Space acreage: 19.47 acres (50%)	The open space must comprise at least 40 percent of the gross lot area.	Complies
4.8.7.A.5- Open Space	Contiguity of open space: Open Space A 33.1% Open Space B 65.5%	At least 75 percent of the open space must be contiguous. The open space should adjoin any neighboring areas of open space, other protected areas, and non-protected natural areas that would be candidates for inclusion as part of a future area of protected open space.	**Deficient**
4.8.7.D.1- Ownership and Management of Open Space	Not provided	The applicant must identify an owner of the open space who will be responsible for maintaining the open space and any common facilities located within the subdivision. If a Homeowners Association is to be the owner, membership in the association is required for all homeowners of the subdivision and their successors	Unknown

The applicant has provided the following sample elevations for the development.





Water service will be provided by the City of Gainesville as confirmed in a water availability letter dated May 15, 2026. Sanitary sewer services will be provided by private community sewer system.

Based on the future land use plan, staff finds the requested rezoning *is inconsistent* with the Hall County Comprehensive Plan and the future land use designation of Rural Neighborhood within the North Hall Character Area. These areas should consist of active farms and agricultural enterprises and low-density, ***large-lot single-family residential up to 0.75 dwellings per acre.*** These areas also consist of undeveloped lands likely to face development pressures for new residential or commercial development. Similar to Rural Agriculture, they should have deep setbacks and incorporate a high percentage of open space. Where it occurs, new development should preserve natural features, including tree canopy, waterways, and waterbodies. ***This density for this development is 1.44 units per acre.***

Zoning Analysis

When considering a zoning amendment to the zoning maps, 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 rezoning would permit residential lots substantially smaller than those in the surrounding area. Currently, all surrounding lots are 1 acre in size or larger and the proposed lot sizes average 12,057 square feet. Furthermore, the proposed zoning is not suitable as the proposed residential density exceeds the intensity supported by the Future Land Use Plan.**

b) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **The proposed residential density exceeds the level supported by the Comprehensive Plan as well as the density compatibility with surrounding development patterns; therefore, the rezoning may create a larger development impact than is envisioned for this area.**

c) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned; **The property has reasonable economic use as currently zoned.**

d) Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, schools, police protection, fire protection, public health facilities or emergency medical service; **Based upon the existing and envisioned development patterns for this area as outlined in the comprehensive plan, the zoning proposal could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, schools, police protection, fire protection public facilities, or emergency medical service.**

e) Whether the zoning proposal is in conformity with the policy and intent of the future land use plan for the physical development of the area; **The proposed zoning district is not compatible with the Rural Neighborhood land use designation, and the proposed density exceeds the maximum residential density established for that designation in the Comprehensive Plan.**

f) The extent to which property values are diminished by the existing zoning restrictions; **Staff is unable to determine the extent to which property values are 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.**

h) The relative gain to the public as compared to the hardship imposed upon the individual property owner; **Staff has not identified a hardship imposed on the property owner as the property is currently zoned.**

i) The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property; **The property is currently undeveloped.**

j) Whether there are other existing or changing conditions affecting the use or development of the property which give supporting grounds for either approval or disapproval of the zoning proposal; **Staff is not aware of any changing conditions affecting the use or development of the property.**

k) Whether the change would create an isolated district unrelated to the surrounding districts; **The change in zoning would not create an isolated district as the subject property is adjacent to an established R-1 residential subdivision to the west; however, the surrounding subdivisions are developed with lots exceeding the minimum 35,000 sq ft lot size and are all 1 acre of larger.**

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; however, it is out of scale with the immediate neighborhood and is inconsistent with the Future Land Use designation of Rural Neighborhood.**

n) Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **Rezoning is required for the proposed submissions as there are no parcels currently zoned for the proposed development as submitted.**

o) Whether the need for rezoning could be handled instead by a variance request to the Planning Commission; **The request for rezoning could not be handled alternatively as a variance.**

p) Whether there would be an ecological or pollution impact resulting from major modifications to the land if the request is granted; **Any land disturbance activities on the property shall be required to go through the land development permitting process, and as a result are subject to local, state, and federal regulations. As a result, there are no anticipated ecological or pollution impacts resulting from any modification to the land if the request is granted.**

q) Whether there is reasonable evidence based upon existing and anticipated land use that would indicate a mistake was made in the original zoning of the property; **There is no indication that a mistake was made in the original zoning.**

11.2.6.E - Submission requirements

a. Any person or persons requesting a change in the official zoning map or use subject to approval of the County Commission must file an application with a plat or map of the property attached thereto, together with payment of such fees set forth in this Sec 11.2. to cover administrative and advertising costs, in the Planning and Zoning Department office. Such person or persons or their authorized agent must appear in person at the public hearing held to consider the district change. **The proposal meets the requirement. The applicant has paid the appropriate fees and understands that someone must be present at the voting meeting of the Hall County Board of Commissioners.**

b. All applications for a change of zoning classification or use subject to approval of the County Commission must include:

    a. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in this Sec. 11.2. **The proposal provides a narrative outlining the intent of the development; however, the applicant has not prepared a response to each of the criteria listed in 11.2.6.E.2.**

    b. A site plan drawn to scale designating the area covered by the application and identifying existing and proposed buildings and uses, adjacent existing land uses, zoning on contiguous parcels, including those across an abutting public right-of-way, and any other significant site improvements proposed to accommodate the proposed use or buffer adjacent uses, etc., or a plat of the subject property where no specific land use is proposed. In cases where only a plat or map is provided and no land use is proposed, the Planning Commission and County Commission may evaluate the application based on the most intense possible land use permitted in the proposed district**. The proposal meets the requirement.**

    c. For any application for a slow rate land treatment system as defined in 7.6.9.D.1, additional requirements apply. **This standard is not applicable to the applicant's request**

d. For any application proposing the development of 100 or more residential dwelling units, a traffic impact study must be submitted prior to consideration of the application by the County Commission. At the applicant's expense, the traffic impact study must be prepared by a professional engineer in accordance with requirements established by the Hall County Engineering Department. The Engineering Department must review the traffic impact study and forward any comments to the County Commission. **This standard is not applicable to the applicant's request.**

Development Support and Constraints

Hall County Environmental Health
In a memorandum dated May 19, 2026, Hall County Environmental Health Department stated, "The entire development must be developed on public sewer or EPD permitted sewage treatment system. No onsite sewage management systems to be permitted by Environmental Health. Any abandoned well shall be properly closed as per Water Well Standards Act. Any abandoned septic tank shall be pumped by a State certified pumper/hauler and crushed/filled."

Georgia Department of Transportation
In an email dated May 18, 2026, Christopher Hash, P.E., GDOT D1 Traffic Operations Supervisor, stated, "Off system, no impacts expected to the State Route."

Hall County Public Works and Utilities
In a memorandum dated May 22, 2026, Jorge Gomez, Director of Public Works and Utilities, provided the following comments:

Engineering:
This site may require a stormwater management report should the site plan indicate the proposed development that meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
Show stream buffer and impervious setback from wrested vegetation, not centerline of stream.
Show FEMA and Hall County studied Flood plains that are present on site.

Traffic:
All development roadways shall comply with the appropriate Hall County traffic/Engineering standard, for example TE-1 for a residential typical section with curb and gutter and no sidewalk. The driveway shall comply. At a minimum, with TE-21 intersection sight for drivers and roadways, TE-22/ stopping sight distance for drives and roadways and TE-23/Typical driveway/Roadways with decel lane.

Utilities:
No comment. Development is going to be served by a private sewer system. Private sewer systems shall be reviewed and approved by Georgia EPD.

Hall County Fire Marshal
In a memorandum dated May 15, 2026, Hall County Fire Marshal's Office, stated, "The Hall County Fire Marshal's Office has no comments as proposed."

PLANNING AND DEVELOPMENT DEPARTMENT 2379 BROWNS BRIDGE ROAD GAINESVILLE GA 30504 MAILING ADDRESS PO BOX 1435 GAINESVILLE GA 30503 t: 770-531-6809 f: 770-531-3902

HALL COUNTY GEORGIA
We have it all in Hall

ZONING APPLICATION

Applicant (Name & Mailing Address)

Kent Henderson
6071 Mount Vernon Rd
Murrayville, GA. 30564
Phone 770-861-8880
Email Address [redacted]

Property Owner (Name & Mailing Address)

William H Stephens, Jr
1467 Red Fox Run
Lilburn, GA 30047
Phone [redacted]
Email Address

Billy Oliver
4474 Highlands Rd
Gainesville, GA 30506

Proposed Use

Contact Person (Name & Mailing Address)

Kent Henderson
SAME
Phone
Email Address

Status of Applicant

- Y Owner
- X Option to Purchase
- Y Area Resident
- Y Other

Requested Action

Existing Zoning: AR-1/V-C
Rezone to: R-1/Conservation overlay
Fee:$ 1000
Receipt #:
Check #:

Tax Parcel Number 12002 000001A / 12001 000006 Acreage 38.83 Ac
Location Address 4431 Jim Hood Rd / 4474 Highland Road (Part)

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

Sign Kent Henderson Date: 4/24/26

Applicant must complete all information above. Failure to complete this section will result in the refusal of the application. The Planning Department has 15 days to review all applications and will set the dates for each application. If the application is found insufficient, an agenda date will not be set until the required information is submitted. Please note that the Planning Commission and County Commission dates are tentative.

Application Withdrawal: I hereby **withdraw** the application.

Sign Date:

Staff Use Only

Application Date: Taken by:

Tentative Planning Commission Date: Tentative County Commission Date:

County Commission District:

HALL COUNTY
GEORGIA
We have it all in Hall

HALL COUNTY PLANNING AND ZONING
AUTHORIZATION OF PROPERTY OWNERS

Note: If the applicant is the property owner, please disregard this form.

Name of owner(s) William H Stephens Jr

Address 1467 RED FOX RUN SW

Lilburn, Georgia 30047

Phone Number [redacted]

Name of applicant(s) Kent Hendeson

Address 6071 Mount Vernon Road, Murrayville, Ga 30564

Phone Number (770) 861-8880

Purpose of Permit Rezoning

Site Address 4431 Jim Hood Road, Gainesville, Georgia 30506

I swear that I am the owner of the property, which is the subject matter of the attached applications as shown in the records of Hall County, Georgia. I authorize the person named above to act as applicant in the pursuit of a permit as described above for the subject property.

Signature of Owner(s) [signature]

Print Name of Owner(s) William H Stephens Jr

Personally appeared before me

Kevin Washington

Notary Public (Print Name)

who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

[signature]

Notary Public Signature

NOTARY PUBLIC GEORGIA GWINNETT COUNTY MY COMMISSION EXPIRES AUGUST 29, 2021

04/13/26

Date

HALL COUNTY
We have it all in Hall

HALL COUNTY PLANNING AND ZONING
AUTHORIZATION OF PROPERTY OWNERS

Note: If the applicant is the property owner, please disregard this form.

Name of owner(s) Billy D. Oliver & Brenda E. Oliver

Address 4474 Highland Rd.
Gainesville, GA 30506

Phone Number [redacted]

Name of applicant(s) Kent Henderson

Address 6071 Mount Vernon Road
Murrayville, GA 30564

Phone Number 770-861-8880

Purpose of Permit Rezone 2 acres of property
4474 Highland Road

Site Address The 2 acres being sold to Kent Henderson

I swear that I am the owner of the property, which is the subject matter of the attached applications as shown in the records of Hall County, Georgia. I authorize the person named above to act as applicant in the pursuit of a permit as described above for the subject property.

Signature of Owner(s) Brenda E. Oliver Billy D. Oliver

Print Name of Owner(s) Billy + Brenda Oliver

Personally appeared before me

Brandy Lynn Dodson
Notary Public (Print Name)

who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

BRANDY LYNN DODSON NOTARY EXPIRES GEORGIA 07/06/2027 PUBLIC HALL COUNTY

Brandy Lynn Dodson
Notary Public Signature

04/27/26
Date

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

CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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

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

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating $250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

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

I have**____ I have not ✓

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

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

Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/Owner's Signature: Brenda E Oliver **Date:** 4/27/26

Applicant's/Owner's Name (Printed): Brenda E. Oliver

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

CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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

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

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating $250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

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

I have**____ I have not ✓

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

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

Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/Owner's Signature: Billy D Oliver **Date:** 4/27/26

Applicant's/Owner's Name (Printed): Billy D. Oliver

PLANNING AND DEVELOPMENT DEPARTMENT 2379
BROWNS BRIDGE ROAD GAINESVILLE, GA 30504 MAILING
ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503 P 770-531-6809 F
F 770-531-3902

HALL COUNTY
GEORGIA
We have it all in Hall

CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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

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

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating $250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

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

I have**_____ I have not ✓

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

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

Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/Owner's Signature: _____ **Date:** 4/24/26

Applicant's/Owner's Name (Printed): Kent Henderson

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

HALL COUNTY
GEORGIA
We have it all in Hall

CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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

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

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating $250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

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

I have**____ I have not X

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

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

Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/Owner's Signature: _____ **Date:** 23 Apr. 2024

Applicant's/Owner's Name (Printed): William H Stephens Jr

RECEIVED
4/28/2026
Planning & Zoning Department

Narrative
Jim Hood Road Tract
R-1 Conservation Subdivision Zoning

Existing Site Description

The property proposed for rezoning is 38.83 acres located at the intersection of Jim Hood Road and Highlands Road in North Hall County, Georgia. The property is currently zoned AR-1 & V-C. According to Hall County GIS data, surrounding and adjacent properties are zoned AR 1, R-1 & V-C. The properties involved are parcels 12002 000001A and 12001 000006 (part).

Proposed Development

The proposed development is for a 56-lot single-family residential subdivision. The R-1 Conservation Subdivision (CS) will be served by a private sewer system that will treat the wastewater. This zoning will allow the development to be clustered and preserve almost half of the property in a conservation area. The clustering of homes will place the houses on the interior of the property providing a natural buffer to the surrounding area. Steep slopes, streams with the associated buffers and flood zones will be permanently protected in the conservation areas. This design will require less grading on steep slopes to reduce potential erosion and damage to these sensitive areas. The short streets and level grades will provide for a close knit community and reduced traffic speeds. Over half of the lots will have direct access to the preserved open space to reduce the perceived density as the lots will appear larger than they are on paper.

The minimum lot size will be 10,000 sf. The average lot size is 12,057 sf. The density is 1.44 lots per acre. The Total Conservation Area is 19.73 acres. This is 50.8% of the property.

The county's Comprehensive Future Land Use Plan calls for Rural Neighborhood. This only calls for AR-1 and R-1-L zonings. The reason this request is for R-1 is because the development will have a private sewer system. R-1-L does not have a lot size for sewered lots. Under R-1, the CS zoning would allow 76 lots on this property with sewer. This proposal is for only 56, so it is a greatly reduced density from what is allowed. The property is adjacent to an existing R-1 zoned subdivision to the west of the site.

Building Setbacks and Buffers

Front: 30'
Side: 10'
Rear: 20'

Storm Water Detention

Storm water will be detained, treated and infiltrated in proposed ponds and infiltration trenches. The ponds discharge into a stream and culvert that flows into Lake Lanier. The pond will comply with all current storm water regulations for Hall County.

Architectural Style

Houses will be modern craftsman style. No vinyl siding will be used on the homes. The minimum heated floor space will be 1,200 s.f. with a garage.



An example of a similar style is shown here.





NOTES

1. ZONING – R-1 CS OVERLAY
2. TOTAL AREA = 38.83 ACRES
3. OPEN SPACE = 19.73 ACRES (50.8%)
4. SETBACKS
   FRONT – 30'
   SIDE – 10'
   REAR – 20'
5. WATER PROVIDED BY CITY OF GAINESVILLE.
6. SEWER PROVIDED BY PRIVATE SEWER SYSTEM.

AVG LOT SIZE = 12,057 SF

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

Copyright
2026
MYERS & COMPANY, INC.
ALL RIGHTS RESERVED.
This drawing is the exclusive property of Myers & Co. It is to be used for the specific project and purpose identified herein only. No part of this drawing may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, or otherwise, without the written permission of Myers & Co.

Seal

MYERS & CO.
civil engineers
P.O. BOX 634
GAINESVILLE, GA 30503
770-654-9172
ed@myers-and-co.com

Project Description
JIM HOOD ROAD TRACT
HALL COUNTY, GEORGIA

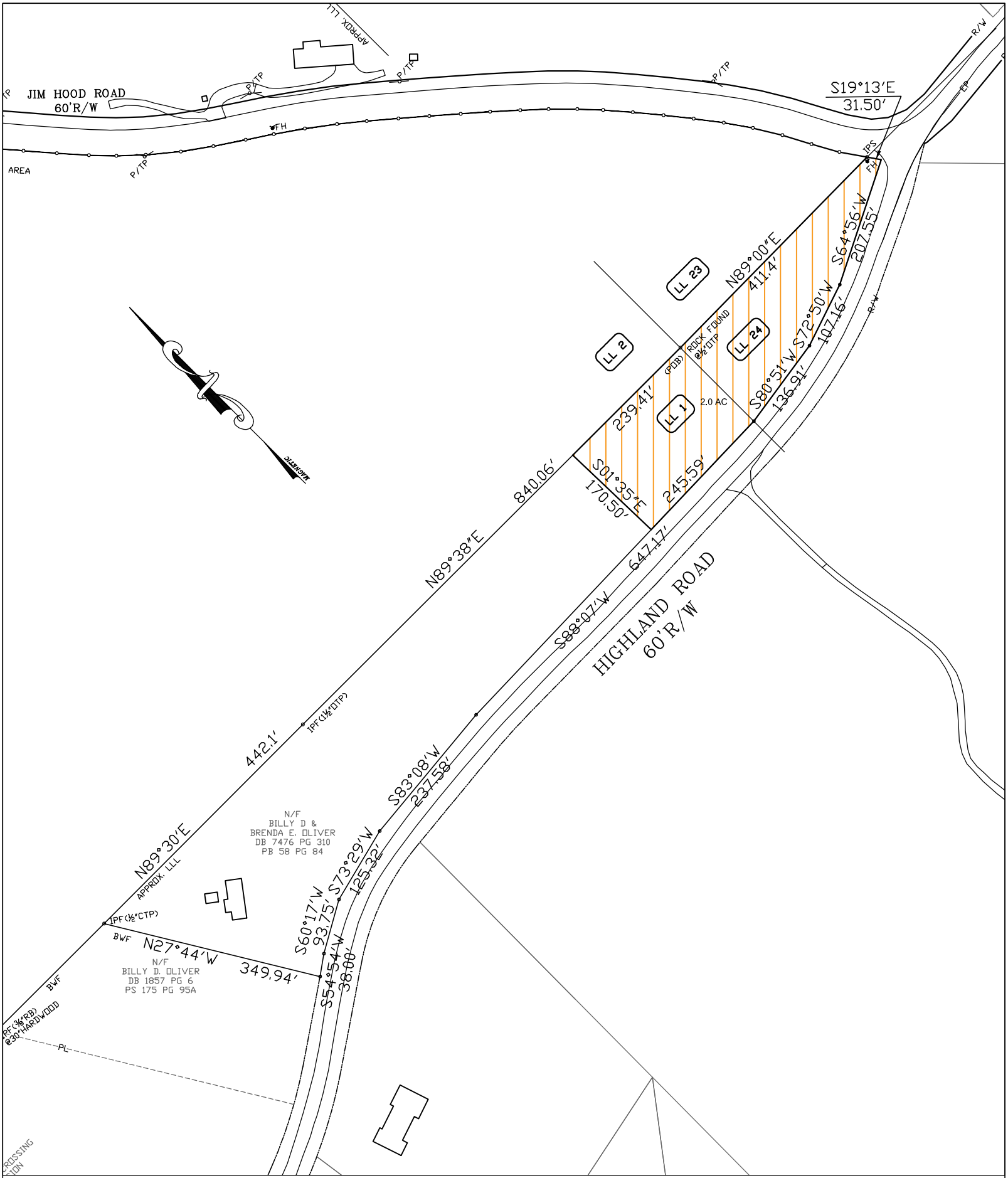
DATE 4-27-26

JOB NO. 26-09

Sheet Title
PROPOSED SITE PLAN

Revisions

SHEET 1



HYDROLOGIC STUDY

SCALE: 1"=200'

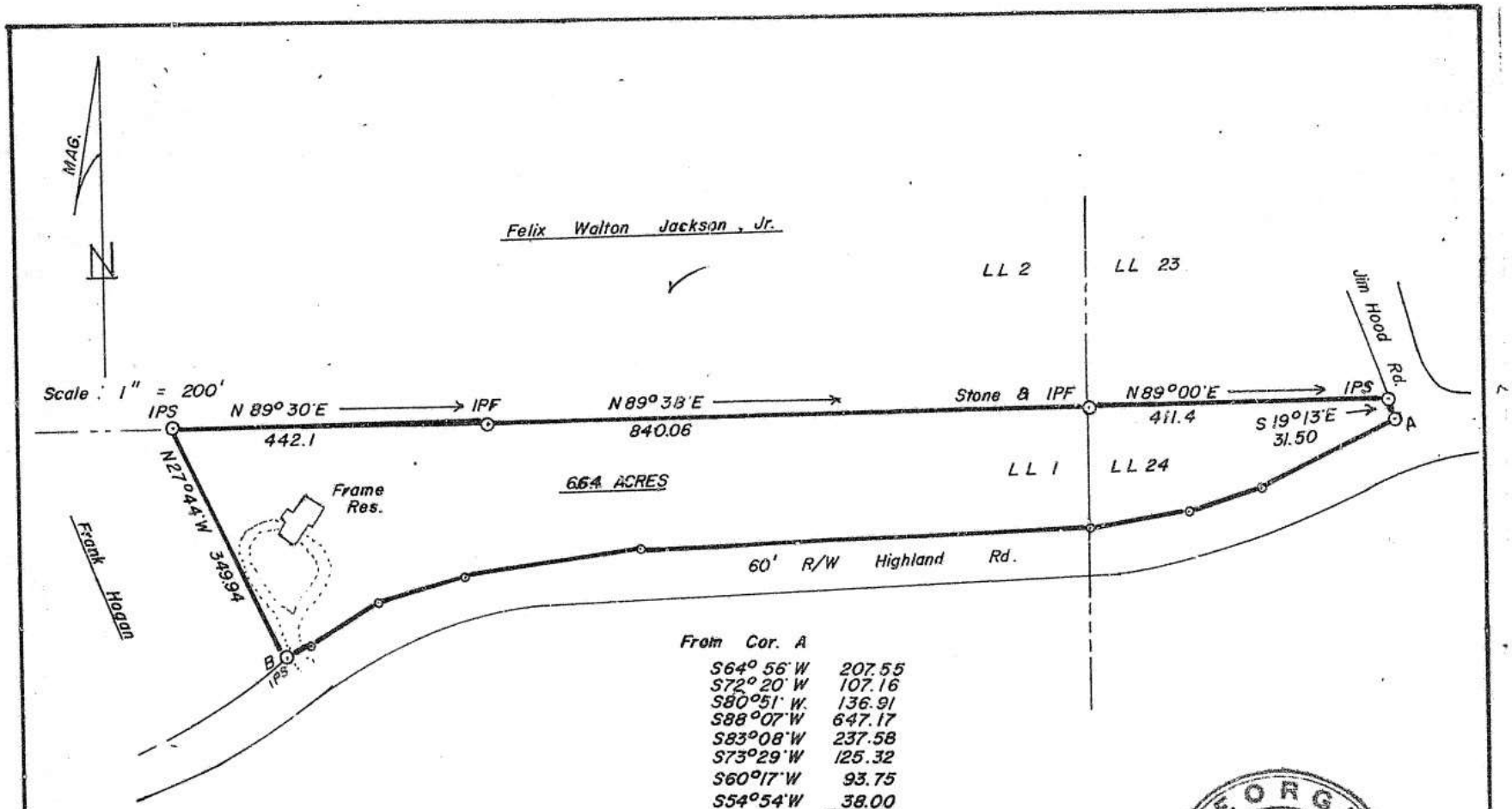
PARCEL MAP

FIGURE	DATE
1	4-7-26

MYERS & CO.
P.O. BOX 634, GAINESVILLE, GA 30503
PHONE: 770-654-9172 ed@myers-and-co.com

OLIVER TRACT

HALL COUNTY, GEORGIA



Survey For

BILLY OLIVER & BRENDA E. OLIVER

6.64 ACRES IN LAND LOTS 1 & 24

12TH LAND DISTRICT

HALL COUNTY, GEORGIA

Surveyed 8/26/74 | Field Bk. 10

Jerrell S Pless

9/13/74

Recorded: Dec. 17, 1974 — W. Grady Watson, C.S.C.

eFiled and eRecorded
DATE: 04/29/2025
TIME: 11:20 AM
PLAT BOOK: 887
PAGE: 85 - 85
FILING FEES: $10.00
RECORDED BY: NB
Mark Pettitt
Hall County, GA
THIS INSTRUMENT WAS FILED FOR RECORD IN THE CLERK OF SUPERIOR COURT

NOTE:
STATE PLANE COORDINATE BASED UPON GPS OBSERVATIONS USING A CARLSON BRX6 PLUS DUAL FREQUENCY RECEIVER RUNNING CARLSON SURVCE SOFTWARE. RTK NETWORK UTILIZING THE TRIMBLE VRS NOW NETWORK.

GRID NORTH (NAD 83) (WEST ZONE)

A LEICA TS 06 PLUS TOTAL STATION WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT.

THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 20,936 FEET AND AN ANGULAR ERROR OF 02" 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 490,897 FEET.

FLOOD NOTE:
PORTIONS OF THIS PROPERTY ARE IN A FLOOD HAZARD AREA AS PER FEMA FLOOD INSURANCE RATE MAP OF HALL COUNTY, GEORGIA

COMMUNITY PANEL NUMBER: 130466 0087 G
EFFECTIVE DATE: APRIL 4, 2018
REVISION DATE: APRIL 4, 2018

LEGEND:

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

DEED REFERENCES:(CURRENT OWNER)
1) DEED FOR WILLIAM H. STEPHENS, JR
DATED JANUARY 17, 2025
DEED BOOK 9598 PAGES 647-650.
2) DEED FOR WILLIAM H. STEPHENS, JR
DATED DECEMBER 12, 2024
DEED BOOK 9589 PAGES 226-229.
3) DEED FOR ATLANTA GAS LIGHT COMPANY EASEMENT
DATED OCTOBER 8, 1968
MINUTES BOOK 33A PAGES 72-73.

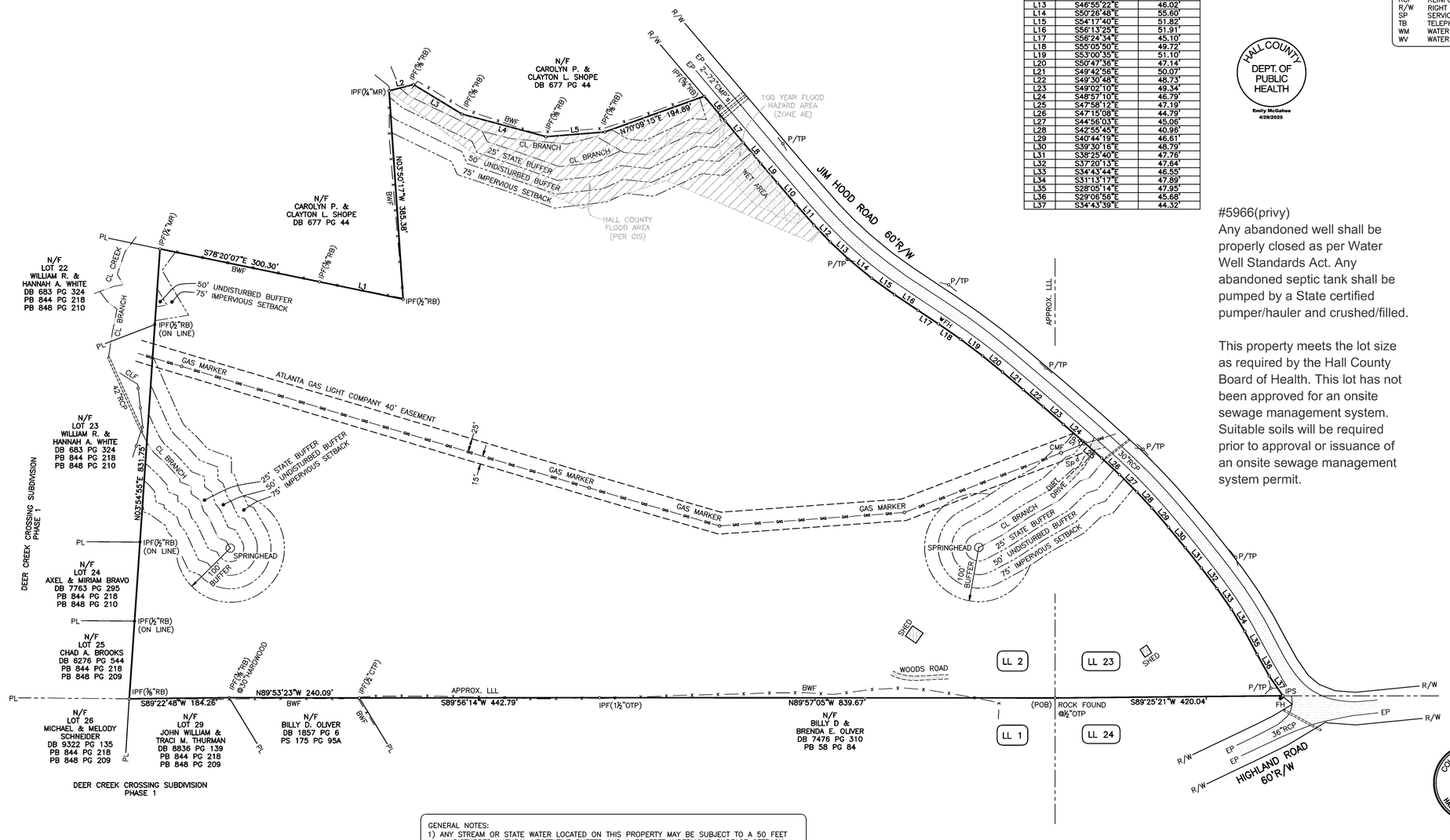
PLAT REFERENCES:
1) SURVEY FOR DR. V.C. LOVELL
PREPARED BY FARLEY-COLLINS & ASSOCIATES
DATED DECEMBER 2, 1959
LAST REVISED JUNE 28, 1973.
2) SURVEY FOR WILLIAM H. STEPHENS
PREPARED BY FARLEY-COLLINS & ASSOCIATES
DATED JANUARY 18, 1977
PLAT BOOK 65 PAGE 125.
3) SURVEY FOR WILLIAM H. STEPHENS
PREPARED BY ALBERT M. WYNN, JR.
DATED JULY 27, 1987
PLAT BOOK 123 PAGE 153.
4) SURVEY FOR WILLIAM H. STEPHENS
PREPARED BY B. LAMAR FLOYD
DATED OCTOBER 6, 1988
PLAT BOOK 132 PAGE 120.

Course	Bearing	Distance
L1	S78°15'15"E	157.37'
L2	N75°41'21"E	46.32'
L3	S58°39'14"E	104.79'
L4	S74°54'29"E	160.16'
L5	N85°29'16"E	108.89'
L6	S40°04'14"E	59.87'
L7	S39°57'39"E	52.56'
L8	S40°04'28"E	49.80'
L9	S40°24'15"E	46.87'
L10	S40°39'09"E	52.52'
L11	S41°26'35"E	50.57'
L12	S43°45'30"E	43.48'
L13	S46°55'22"E	46.02'
L14	S50°26'48"E	55.60'
L15	S54°17'40"E	51.82'
L16	S56°13'25"E	51.91'
L17	S56°24'34"E	45.10'
L18	S55°05'50"E	49.72'
L19	S53°00'35"E	51.10'
L20	S50°47'36"E	47.14'
L21	S49°42'56"E	50.07'
L22	S49°30'48"E	48.73'
L23	S49°02'10"E	49.34'
L24	S48°57'10"E	46.79'
L25	S47°58'12"E	47.19'
L26	S47°15'08"E	44.79'
L27	S44°56'03"E	45.06'
L28	S42°55'45"E	40.96'
L29	S40°44'19"E	46.61'
L30	S39°30'16"E	48.79'
L31	S38°25'40"E	47.76'
L32	S37°20'13"E	47.64'
L33	S34°43'44"E	46.55'
L34	S31°13'17"E	47.89'
L35	S28°05'14"E	47.95'
L36	S22°06'56"E	45.68'
L37	S34°43'39"E	44.32'

HALL COUNTY DEPT. OF PUBLIC HEALTH
Emily McGahee
4/29/2025

#5966(privy)
Any abandoned well shall be properly closed as per Water Well Standards Act. Any abandoned septic tank shall be pumped by a State certified pumper/hauler and crushed/filled.

This property meets the lot size as required by the Hall County Board of Health. This lot has not been approved for an onsite sewage management system. Suitable soils will be required prior to approval or issuance of an onsite sewage management system permit.



TOTAL AREA = 36.83 ACRES

SURVEYOR'S CERTIFICATE:

AS REQUIRED BY SUBSECTION (d) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FUTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

A. Darin Cain — 03/05/2025
A. DARIN CAIN, RLS 2716 — DATE

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

GEORGIA REGISTERED NO. 2716 PROFESSIONAL LAND SURVEYOR A. DARIN CAIN

RECORDING PERMIT
BY Brittany Passmore
HALL COUNTY PLANNING COMMISSION
DATE: 4/22/2025

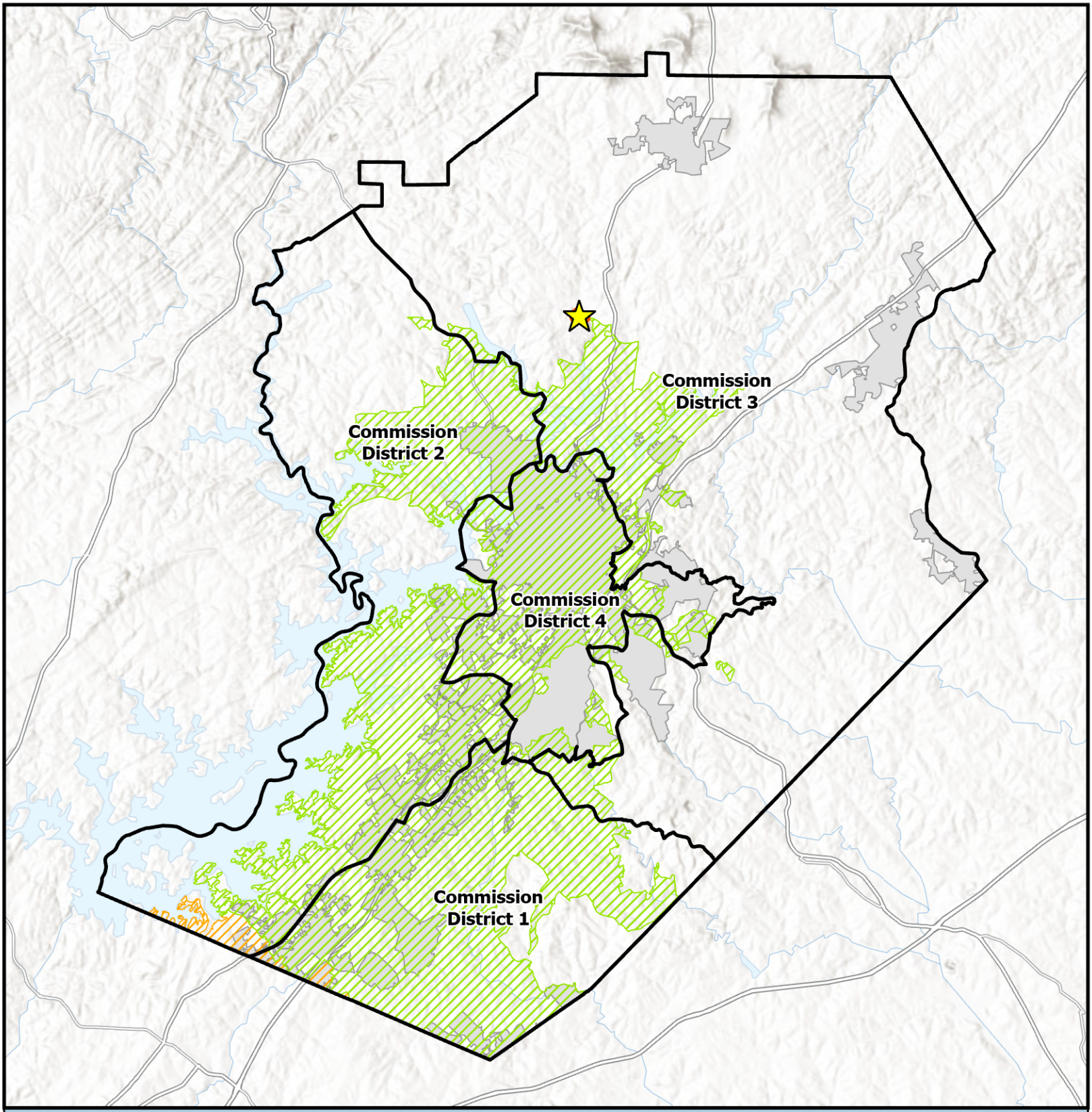
GENERAL NOTES:
1) ANY STREAM OR STATE WATER LOCATED ON THIS PROPERTY MAY BE SUBJECT TO A 50 FEET UNDISTURBED NATURAL VEGETATIVE BUFFER AND A 75 FEET IMPERVIOUS SURFACE SETBACK MEASURED FROM THE POINT OF WRESTED VEGETATION. (HALL COUNTY CODE 8.170.070).
2) IF PROPERTY IS LOCATED IN THE NORTH OCONEE WATERSHED DISTRICT, THEN ADDITIONAL STREAM BUFFERS AND IMPERVIOUS SETBACKS MAY BE REQUIRED FOR COMPLIANCE. (HALL COUNTY CODE 17.225.040).
3) A PORTION OF THIS PROPERTY IS LOCATED IN A FLOOD HAZARD AREA AS SHOWN FEMA FLOOD INSURANCE RATE MAP 130466 0087 G, HALL COUNTY, GA. DATED APRIL 4, 2018
4) THIS PROPERTY IS LOCATED IN THE HALL COUNTY STUDIED FLOOD ZONE PER HALL COUNTY GIS.
5) IF RESIDENTIAL PROPERTY IS SUBDIVIDED INTO SEVEN LOTS OR MORE WITH ALL LOTS ACCESSING EXISTING HALL COUNTY, GEORGIA ROADS, THEN STORMWATER MANAGEMENT IS REQUIRED FOR COMPLIANCE. (HALL COUNTY CODE 8.180.160).
6) ALL DRIVEWAYS MUST MEET HALL COUNTY DRIVEWAY REGULATIONS PER CODE 12.40.
7) ALL LAND DISTURBANCES OVER ONE ACRE SHALL REQUIRE AN EROSION SEDIMENTATION POLLUTION CONTROL PLAN.
8) PARCEL TAX PARCEL: 12002 000001A

COUNTY ENGINEERS APPROVED
Jason Skarda
4/29/2025
HALL COUNTY, GEORGIA

REVISED: APRIL 16, 2025: ADDED HALL COUNTY FLOOD AREA

RE-TRACEMENT SURVEY FOR
WILLIAM H. STEPHENS, JR.
LOCATED IN
LAND LOTS 2 & 23 12th DISTRICT
HALL COUNTY, GEORGIA
SCALE: 1"= 100' MARCH 5, 2025
GRAPHIC SCALE
0 100 200 300 400
SCALE IN FEET
JOB# 25006

FIELD WORK DATES:
FEBRUARY 18/20, 2025
MARCH 4, 2025



Overview Map

- Subject Area Location
- Subject Area
- Commision Districts
- City Limits

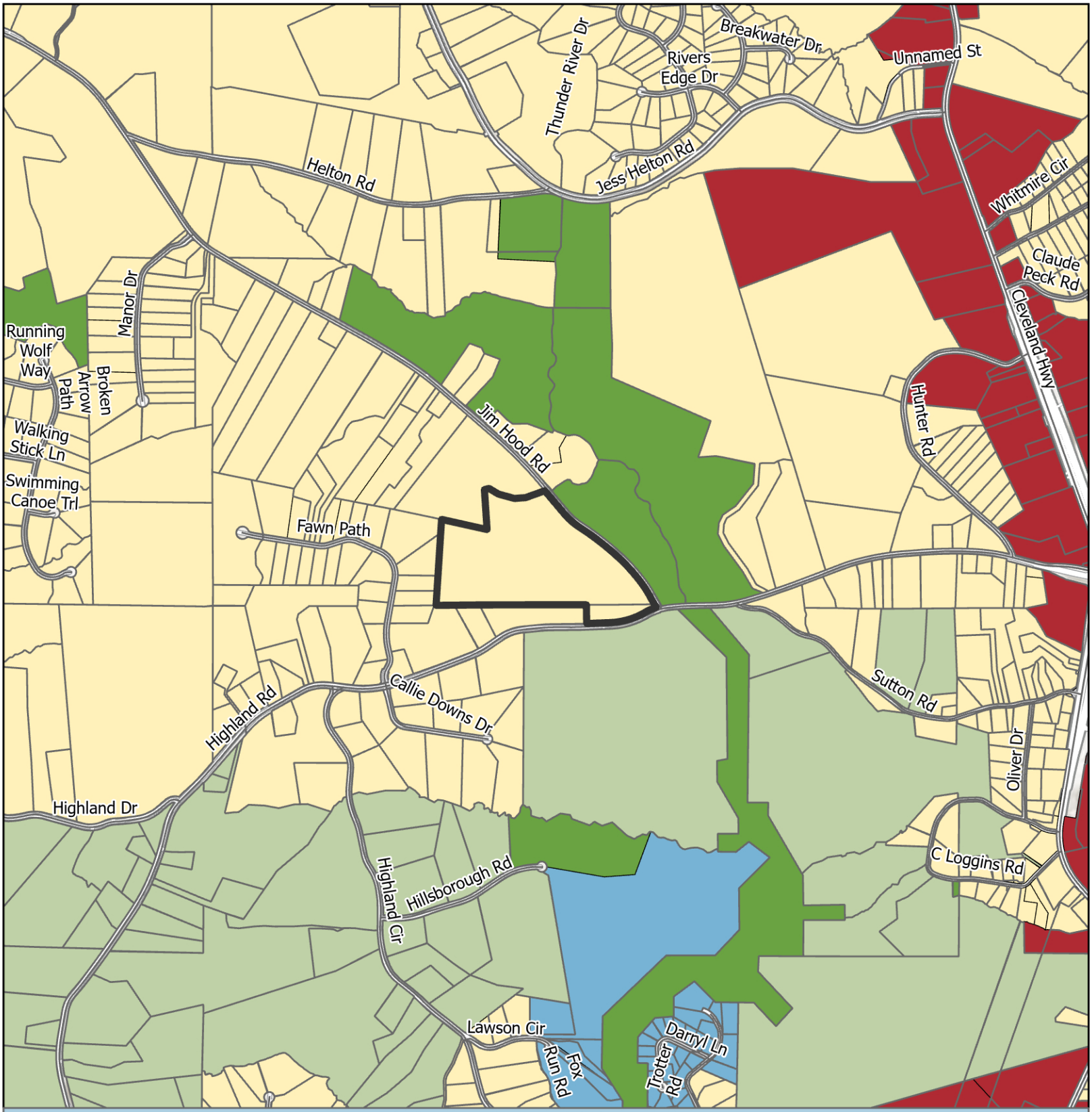
Urbanized Zone Areas

- Atlanta, GA
- Gainesville, GA

Applicant: Kent Henderson
Tax Parcel #: 12002 000001A & 12001 000006 (pt)
Location: 4431 Jim Hood Road & 4474 Highland Road
Commission District: 3

HALL COUNTY
GEORGIA
We have it all in Hall

Date Prepared: 5/19/2026



Future Land Use Map

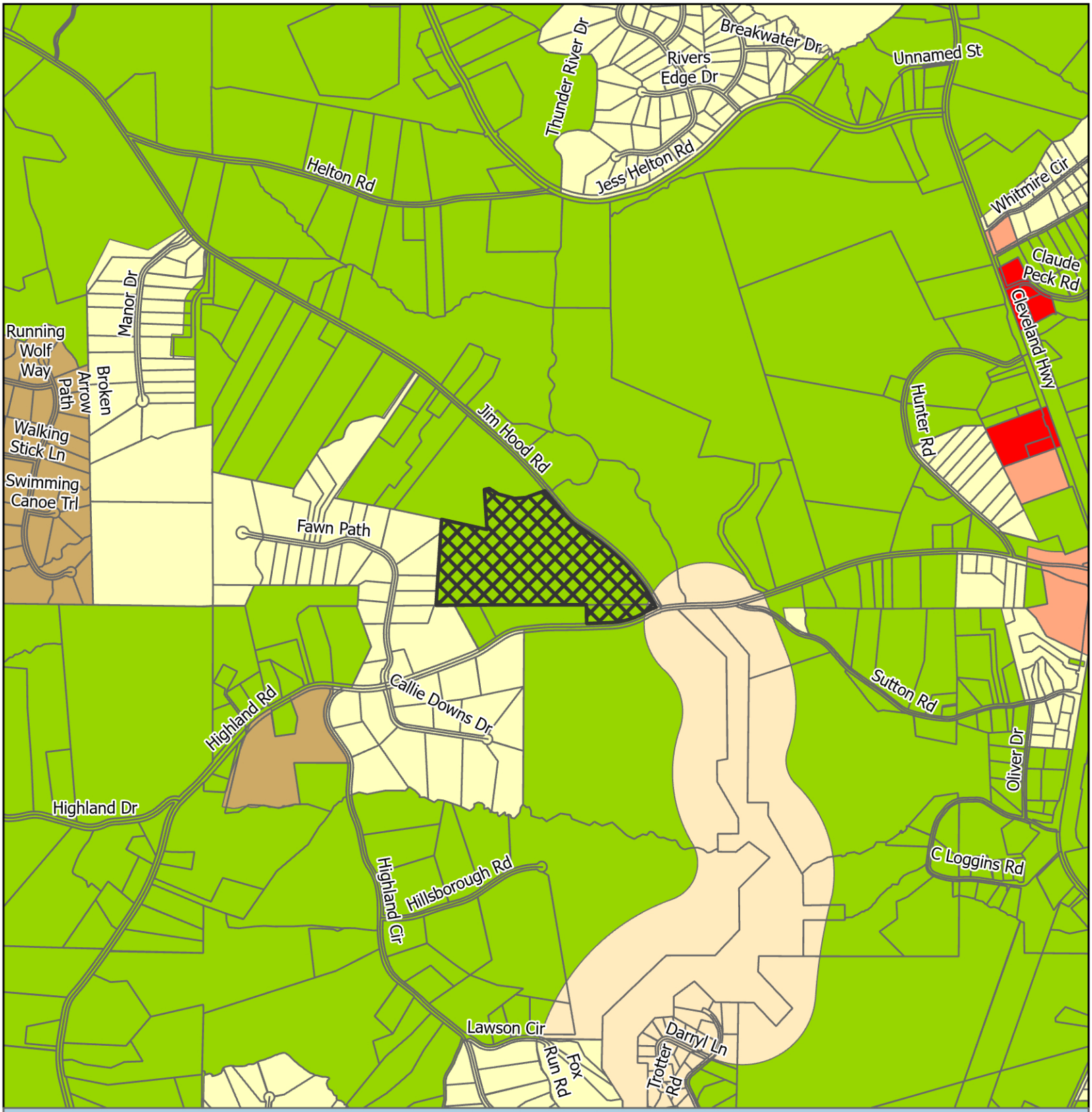
Subject Area
City Limits

FLU
- Business Corridors
- Greenspace - Conservation
- Lakeside Residential
- Rural Agriculture
- Rural Neighborhood

Applicant: Kent Henderson
Tax Parcel #: 12002 000001A & 12001 000006 (pt)
Location: 4431 Jim Hood Road & 4474 Highland Road
Commission District: 3

HALL COUNTY
GEORGIA
We have it all in Hall

Date Prepared: 5/19/2026



Zoning Map

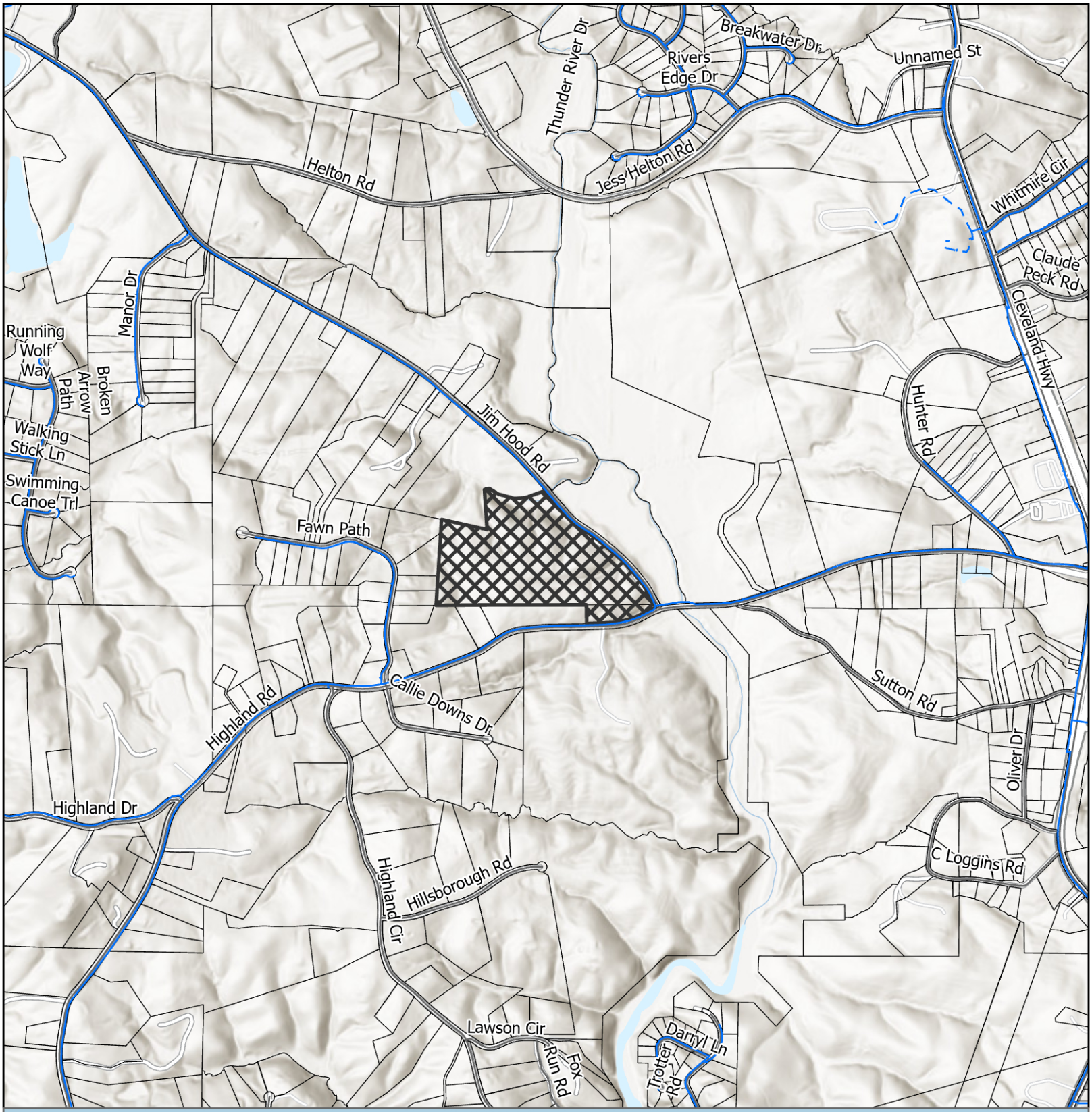
Subject Area
City Limits

Zoning
AR-1
H-B
R-1
R-1-L
S-S
V-C

Applicant: Kent Henderson
Tax Parcel #: 12002 000001A & 12001 000006 (pt)
Location: 4431 Jim Hood Road & 4474 Highland Road
Commission District 3

HALL COUNTY
GEORGIA
We have it all in Hall

Date Prepared: 5/19/2026



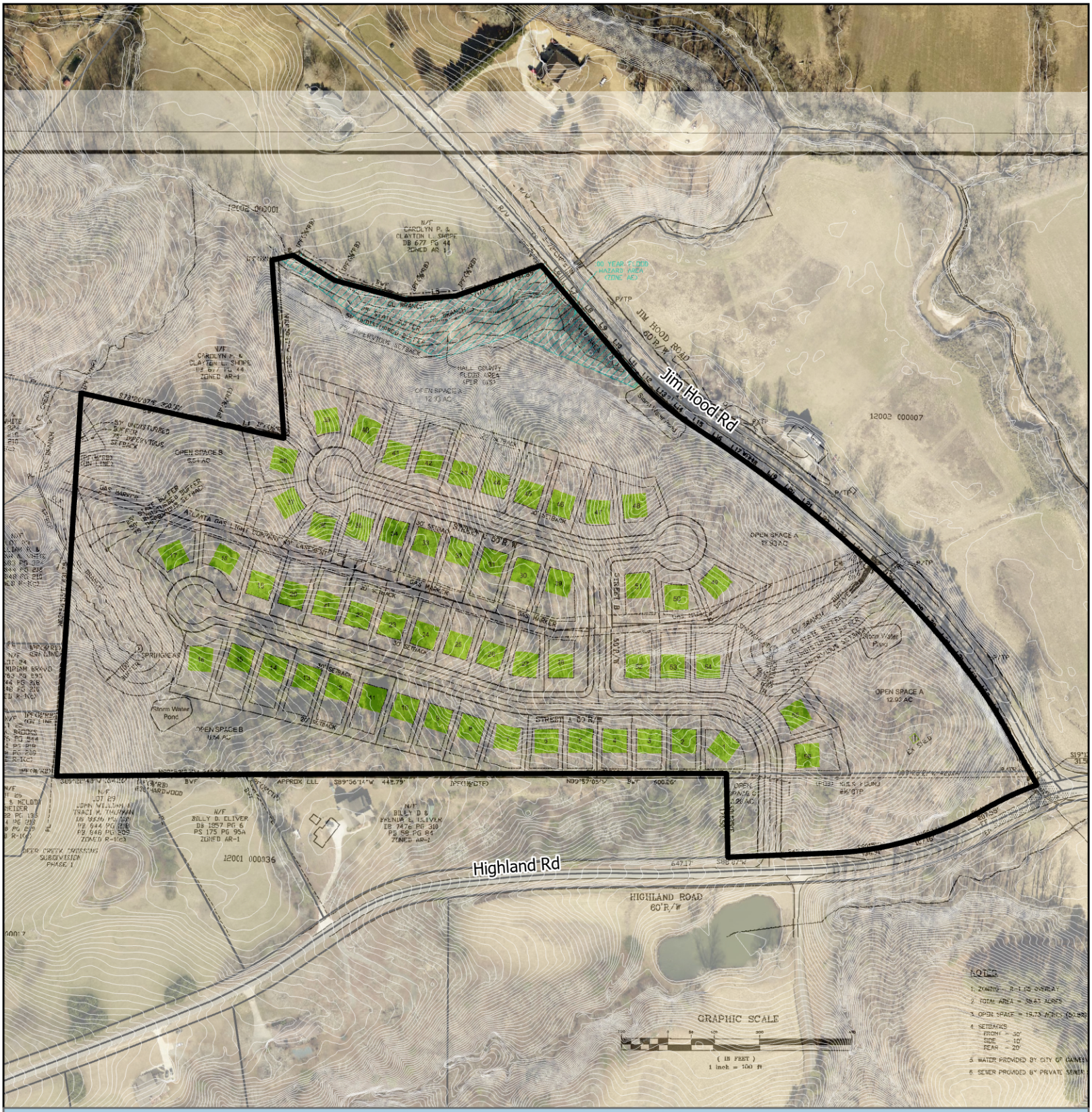
Utilities Map

- Waterline
- Preliminary Waterline
- Subject Area
- City Limits

Applicant: Kent Henderson
Tax Parcel #: 12002 000001A & 12001 000006 (pt)
Location: 4431 Jim Hood Road & 4474 Highland Road
Commission District 3

HALL COUNTY
GEORGIA
We have it all in Hall

Date Prepared: 5/19/2026



Site Plan & Aerial Map

Subject Area

parcel

Applicant: Kent Henderson

Tax Parcel #: 12002 000001A & 12001 000006 (pt)

Location: 4431 Jim Hood Road & 4474 Highland Road

Commission District 3

HALL COUNTY
GEORGIA
We have it all in Hall

Date Prepared: 5/19/2026

GEORGIA, HALL COUNTY, CLERK SUPERIOR COURT
Filed in office, this 6 day of February,
20 15 at 12:27 PM. Recorded in Deed
Book 7476 Page(s) 310-311
Charles Baker, Clerk By ER

000310

HALL COUNTY, Georgia
Real Estate Transfer Tax
Paid $ 0
Date 2/6/15
Charles Baker
Superior Court Clerk
By ER
PT61 069-2015-000644

002220

AFTER RECORDING MAIL TO
THE LAW OFFICE OF RYAN M REID, LLC
815 Washington Street
P O BOX 719
GAINESVILLE, GA 30503
FILE#14-0425/oliver (rr)

WARRANTY DEED WITH SURVIVORSHIP

STATE OF GEORGIA,
COUNTY OF HALL.

THIS DEED made by and between **BILLY D. OLIVER AND BRENDA E. OLIVER**, Grantor and **BILLY D. OLIVER AND BRENDA E. OLIVER**, Grantee,

WITNESSETH: that the said Grantor, for and in consideration of the sum of **one dollar ($1.00)** and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said Grantees, for and during their joint lives, and, upon the death of either of them, then to the survivor of them, in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor,

All that tract or parcel of land lying and being in Land Lots 1 and 24 in the 12th Land District of Hall County, Georgia, consisting of 6.64 acres, more or less, according to a plat by Jerrell S. Pless, registered surveyor, recorded in Plat Book 58, page 84, Hall County Plat Records. Reference to said plat and the record thereof is hereby made for a more complete description of said property.

Subject to all easements, covenants, and restrictions of record, if any.

Map# 12001-000006

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 Grantees, for during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor.

AND THE SAID Grantor does **WARRANT** and forever defend the right and title to the above described property, unto the said Grantees, as herein above provided, against the claims of all persons whomsoever.

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

IN WITNESS, the Grantor has hereunto set her hand and affixed her seal this 30 day of January, 2015

Signed, sealed and delivered
in the presence of:

Witness

Notary Public
My Commission Expires

RYAN M. REID NOTARY PUBLIC COMMISSION EXPIRES Oct. 6, 2016 BARROW COUNTY, GA

Billy D. Oliver (SEAL)
BILLY D. OLIVER

Brenda E. Oliver (SEAL)
BRENDA E. OLIVER

eFiled and eRecorded
DATE: 12/30/2024
TIME: 2:46 PM
DEED BOOK: 9589
PAGE: 226 - 229
FILING FEES: $25.00
TRANSFER TAX: $0.00
PARTICIPANT ID: 6073054394
PT61: 069-2024-008593
RECORDED BY: JP
CLERK: Charles Baker, C.S.C
Hall County, GA

Return to:
Jenifir Dimo
Walker, Ball & Dimo, LLC
340 Jesse Jewell Parkway SE, Suite 650,
Gainesville, GA 30501

DEED OF ASSENT

STATE OF GEORGIA
COUNTY OF GWINNETT

THIS INDENTURE made this 12th day of December, 2024, between **WILLIAM H. STEPHENS, JR.,** duly appointed Executor of the Estate of **WILLIAM H. STEPHENS, SR., a/k/a WILLIAM H. STEPHENS,** deceased, late of Hall County, State of Georgia, party of the first part and Grantor, and **WILLIAM H. STEPHENS, JR.,** of Hall County, State of Georgia, party of the second part, and Grantee.

W I T N E S S E T H:

THAT the said Grantor, acting under and by virtue of the power and authority contained in the Letters Testamentary, from the Probate Court of Gwinnett County, Georgia, recorded in the Probate Court of Gwinnett County, Georgia, for Estate Number 24-E-001497 for the Estate of William H. Stephens, Sr., and for and in consideration of the sum of LOVE AND AFFECTION 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 properties, to wit:

PLEASE SEE ATTACHED EXHIBIT "A"

Grantor shows further that William H. Stephens, Sr., died a resident of Gwinnett County, Georgia, on August 22, 2024 and left all of his property to his son, William H. Stephens, Jr., under his last Will and Testament, and Grantor hereby executes this deed to evidence assent to the devise and in order to properly vest title fully in Grantee.

WBD File # 2401021

TO HAVE AND TO HOLD the said tract or parcel of lands, 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, in as full and ample a manner as the same was held, possessed and enjoyed, or might have been held, possessed and enjoyed, by the said deceased.

IN WITNESS WHEREOF, the Grantor herein has hereunto set its hand and seal, the day and year first written.

Witness

Notary Public

(SEAL)

WILLIAM H. STEPHENS, JR, as Executor of the Estate of William H. Stephens, Sr.

WBD File # 59584

This tract of land lying and being located in the 1st and 24th Land Lot of the 12th Land District of Hall County, Georgia and beginning more particularly described as follows: The Point of Beginning being at a ½" Open Top Pipe at the intersection Land Lots 1, 2, 23 & 24 of the 12th Land District;
Thence North 89 degrees East for a distance of 411.4 feet;
Thence South 19 drees 13 minutes East for a distance of 31.5 feet to the western intersection of the right of ways between Jim Hood Road and Highlands Road;
Thence running along the right of way for Highlands Road South 64 degrees 56 minutes West for a distance of 207.55 feet;
Thence South 72 degrees 50 minutes West for a distance of 107.16 feet;
Thence South 80 degrees 51 minutes West for a distance of 136.91 feet;
Thence South 88 degrees 7 minutes West for 245.59 feet;
Thence leaving the right of way for Highlands Road South 1 degree 35 minutes for a distance of 170.50 feet;
Thence North 89 degrees 38 minutes for a distance of 239.41 feet to the Point of Beginning.

This being approximately 2.0 acres that is part of parcel 12007 000006.

CITY OF
GAINESVILLE

WATER RESOURCES

May 15, 2026

Myers & Co
Ed Myers
ed@myers-and-co.com

Re: Water Availability
Proposed Residential Development
4431 Jim Hood Road, 4474 Highland Road
PINs: 12002 000001A, 12001 000006

Dear Ed,

The purpose of this letter is to confirm the availability of water service to the above-referenced properties.

The City of Gainesville owns and operates existing 12-inch DIP water mains in the rights-of-way of Jim Hood Road and Highland Road along the frontage of the subject properties.

Currently, the City has adequate domestic water capacity to serve your proposed 56-lot, single-family, residential development.

Confirmation of water availability is good for one year from the date of this letter at which time, it will become null and void.

Please call me at (770) 538-2452 should you have any questions.

Sincerely,

Nick Swafford

Nick Swafford
Permitting Services and GIS Manager

cc: Tracy Robar, P.E., Engineering and Construction Div. Manager

GEORGIA DEPARTMENT OF PUBLIC HEALTH
District 2 Public Health

Hall County Environmental Health

Location: 2875 Browns Bridge Road, Gainesville, GA 30504
Mailing Address: P. O. Box 5901, Gainesville, GA 30504
PH: 770-531-3973 • www.phdistrict2.org

Banks, Dawson, Forsyth, Franklin, Habersham, Hall, Hart, Lumpkin, Rabun, Stephens, Towns, Union and White Counties

To: Katie Ahmed, Director of Planning and Zoning

From: Hall County Environmental Health Department

Date: May 19, 2026

Subject: June 25, 2026 Hall County Board of Commissioners Meeting – Planning Items

Environmental Health has reviewed the Planning items listed below for the above referenced meeting. Please be advised that Environmental Health comments are based upon information provided by the applicant and current regulations and policies. If the information, site conditions, regulations, and/or policies, etc. change after comments are provided, these recommendations/comments will be invalidated. The comments provided are not considered approval. Furthermore, Board of Commissioners approval does not constitute Environmental Health approval.

* 910 West Ridge Road, Dorsey: No comment. Public Sewer.

* 4431 Jim Hood Road/4474 Highland Road, Henderson: The entire development must be developed on public sewer or EPD permitted sewage treatment system. No onsite sewage management systems to be permitted by Environmental Health. 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.

Outlook

RE: June 25, 2026 Board of Commissioners Planning Items Tentative Packets

From Hash, Christopher M <CHash@dot.ga.gov>
Date Mon 5/18/2026 10:38 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Cc Dorminey, Madison N <mdorminey@dot.ga.gov>; Lynn Taylor (Planning) <ltaylor@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 Kaitlyn,

Please see the below responses in red.

Thanks,

Christopher Hash, P.E.
D1 Traffic Operations Supervisor

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 15, 2026 1:43 PM
Subject: June 25, 2026 Board of Commissioners Planning Items Tentative Packets

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

Good afternoon,

The Tentative Planning Items for the June 25, 2026, Hall County Board of Commissioners Voting Meeting are now available and have been sent either on Teams or SendThisFile. For consistency, please submit your comments in memorandum format. We would greatly appreciate it. Please note that late comments may not be included in the staff report.

Reminder: These items will be discussed at next week's Development Review meeting.

When submitting comments, be sure to include:
• Applicant's name
• Property address
• Your corresponding comment

Comments are due Wednesday, May 27, 2026.

Please email all comments to:
• Lynn – ltaylor@hallcounty.org
• Kaitlyn – kelliott@hallcounty.org

910 West Ridge Road | **Special Use** | for Vehicle Repair, Major in GCOD | on a 3.53± acre tract located on the west corner of the intersection of West Ridge Road and E E Butler Parkway | Zoned I-2; Tax Parcel 00032 001018E | **Proposed Use: Vehicle repair, major** | Commission District 4 | **Anthony Dorsey, applicant**

• Anthony Dorsey
• 910 West Ridge Road
• Off-System, no impacts expected to the State Route

~~**6029 Bluewater Boulevard | Special Use** | to amend conditions of zoning | on a 0.88± acre tract located on the east side of Bluewater Boulevard approximately 766 feet from its intersection with Grant Ford Road | Zoned PRD(C); Tax Parcel 10010 000071 | **Proposed Use: Remove undisturbed vegetative buffer requirement for lot 65** | Commission District 2 | **Alexia Williams and John Perrin, applicants**~~

4431 Jim Hood Road & 4474 Highland Road | **Rezone** | from Agricultural Residential (AR-1) and Vacation Cottage (V-C) to Residential (R-1)/ Conservation Subdivision (CS) | on a combined 38.83± acre tract located at the northwest corner of the intersection of Jim Hood Road and Highland Road | Zoned AR-1 & V-C; Tax Parcels 12002 000001A; 12001 000006 (pt) | **Proposed Use: 56-lot single-family subdivision** | Commission District 3 | **Kent Henderson, applicant**

• Kent Henderson
• 4431 Jim Hood Road & 4474 Highland Road
• Off-System, no impacts expected to the State Route

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.

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

DIRECTOR
Jorge Gomez, P.E.

Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

M E M O R A N D U M

To: Katie Ahmed, Planning and Zoning Director

From: Jorge Gomez, Director of Public Works and Utilities

Date: May 22, 2026

Subject: June 25, 2026
Board of Commissioners Agenda

Please be advised that our office has reviewed the Hall County Board of Commissioners' agenda for the June 25, 2026, meeting. Upon review, we provide the following comments.

910 West Ridge Road | Special Use | for Vehicle Repair, Major in GCOD | on a 3.53± acre tract located on the west corner of the intersection of West Ridge Road and E E Butler Parkway | Zoned I-2; Tax Parcel 00032 001018E | Proposed Use: Vehicle repair, major | Commission District 4 | Anthony Dorsey, applicant

- **Engineering**: No comment
- **Traffic:** The proposed use will not increase traffic volumes from previous use. No changes to the driveway operation are required.
- **Utilities:** No comment. Property is not located in Hall County sewer delivery area.

4431 Jim Hood Road & 4474 Highland Road | Rezone | from Agricultural Residential (AR-1) and Vacation Cottage (V-C) to Residential (R-1)/ Conservation Subdivision (CS) | on a combined 38.83± acre tract located at the northwest corner of the intersection of Jim Hood Road and Highland Road | Zoned AR-1 & V-C; Tax Parcels 12002 000001A; 12001 000006 (pt) | Proposed Use: 56-lot single-family subdivision | Commission District 3 | Kent Henderson, applicant

- **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development that meets stormwater thresholds for impervious surfaces and/or disturbed acreage. Show stream buffer and impervious setback from wrested vegetation, not centerline of stream.
  Show FEMA and Hall County studied Flood plains that are present on site.
- **Traffic:** All development roadways shall comply with the appropriate Hall County traffic/Engineering standard, for example TE-1 for a residential typical section with curb and gutter and no sidewalk. The

driveway shall comply. At a minimum, with TE-21 intersection sight for drivers and roadways, TE-22/ stopping sight distance for drives and roadways and TE-23/Typical driveway/Roadways with decel lane.

- **Utilities:** No comment. Development is going to be served by a private sewer system. Private sewer systems shall be reviewed and approved by Georgia EPO.

Hall County Government
FIRE RESCUE

POST OFFICE BOX 907730
GAINESVILLE, GA 30501

t: 770.531-6838 | f: 770.531.6845

FIRE CHIEF
Jerry Smith

To: Katie Ahmed, Director of Planning and Zoning
From: Hall County Fire Marshal's Office
Date: 5/15/26
Subject: Date Hall County Board of Commissioners meeting – Planning Items – 6-25-2026 BOC Fire Comments
Please be advised that our office has reviewed the Planning items forwarded to the Hall County Board of Commissioners for consideration at the 6/25/26 meeting. Upon review, we provide the following comments.

910 West Ridge Road | **Special Use** | for Vehicle Repair, Major in GCOD | on a 3.53± acre tract located on the west corner of the intersection of West Ridge Road and E E Butler Parkway | Zoned I-2; Tax Parcel 00032 001018E | **Proposed Use: Vehicle repair, major** | Commission District 4 | **Anthony Dorsey, applicant**

The Hall County Fire Marshal's Office has no comments as proposed.

4431 Jim Hood Road & 4474 Highland Road | **Rezone** | from Agricultural Residential (AR-1) and Vacation Cottage (V-C) to Residential (R-1)/ Conservation Subdivision (CS) | on a combined 38.83± acre tract located at the northwest corner of the intersection of Jim Hood Road and Highland Road | Zoned AR-1 & V-C; Tax Parcels 12002 000001A; 12001 000006 (pt) | **Proposed Use: 56-lot single-family subdivision** | Commission District 3 | **Kent Henderson, applicant**

The Hall County Fire Marshal's Office has no comments as proposed.

Regards,

John Hornick, NPQ Fire Service Plans Examiner 1

Lieutenant, Hall County Fire Rescue

Hall County Government

Main: 770-531-6838 | Cell: 404-597-0083

Website: www.Hallcounty.org

Hall County Government
TAX ASSESSORS OFFICE

2875 BROWNS BRIDGE ROAD
P.O. BOX 2895
GAINESVILLE, GEORGIA 30503

t: 770.531.6720 **I** f: 770.531.3968

BOARD OF ASSESSORS

Jennifer Pettitt, Chairman
Casey Ryals, Vice Chair
Eric Jackson
Richard Higgins
AJ Zurzolo

INTERIM DIRECTOR/CHIEF APPRAISER
John Smith

Planning & Zoning Meeting 6.25.26

APPLICANT: KENT HENDERSON

PARCEL: 12002 000001A

REQUEST: REZONE FROM AR1 TO R1

12002 00000A is a 2025 CUVA property with 36.83 acres. Changing the zoning does not constitute a breach. However, changing the use to a subdivision will be a breach. The covenant holder has been contacted to get a status update on the property since our last conversation earlier this year.

Respectfully,

Cher Melendez

Specialized Assessment Manager

Hall County Tax Assessor Office

770.531.6752 T

cuva@hallcounty.org

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

HALL COUNTY
GEORGIA
We have it all in Hall

PUBLIC NOTICE REQUIREMENTS

Zoning regulations require that public notice must be given prior to all zoning hearings as follows:

1. The Planning Department shall publish a legal advertisement no less than fifteen (15) days and no more than forty-five (45) days prior to the public hearing.

2. The Planning Department shall send notification by letter of all other property owners within a 500-foot radius of the applicant's property, 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 29, 2026 **AND NO LATER THAN** JUNE 03, 2026.

THE ORGINAL SIGNED AFFIDAVIT MUST BE RETURNED TO THE PLANNING DEPARTMENT NO LATER THAN JUNE 03, 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, Kent Henderson (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** 6/3/26 (Date) **for** Kent Henderson (Name application filed as).

Signature _____
(The original document is required)

Revised September 2021

ZONING NOTICE

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

APPLICANT: KENT HENDERSON

REQUEST: REZONE FROM AR-1 & V-C TO R-1 / CONSERVATION SUBDIVISION FOR 56-LOT SINGLE-FAMILY SUBDIVISION

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION
Date: N/A
Time: N/A

COUNTY COMMISSION
Date: JUNE 25, 2026
Time: 6:00 P.M.

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809

04-2024


ZONING DISTRICT

ZONING NOTICE

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

APPLICANT: KENT HENDERSON

REQUEST: REZONE FROM ~~AR~~-1 & V-C TO R-1 / CONSERVATION SUBDIVISION FOR 56-LOT SINGLE-FAMILY SUBDIVISION

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION

Date: N/A

Time: N/A

COUNTY COMMISSION

Date: JUNE 25, 2026

Time: 6:00 P.M.

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809

04-2024


ZONING NOTICE

Print

Board of Commissioners Voting Meeting Comments - June 25, 2026 - Submission #145429

Date Submitted: 6/18/2026

Comments completed in the form below will be submitted into the record for the June 25, 2026 Voting Meeting of the Hall County Board of Commissioners.

First Name*

Roger

Last Name*

Owens

Address1*

4425 HIGHLAND RD

Address2

City*

Gainesville

State*

GA

Zip*

30506

Item for Comment*

4431 Jim Hood Road & 4474 Highland Road

Select from the list below which item you would like to register a comment on. Items are listed in the order in which they appear on the agenda.

Your Comments*

I strongly oppose the intended project. 3-4 times each year a car on Jim Hood road crashes into our pasture fence due to the curves and poor visibility at the junction of Highland road and Jim Hood road. The proposed entrance would have poor visibility for traffic coming up Highland. The traffic coming down Jim Hood is now very significant and an additional burden of 56 houses pouring onto Highland just above the corner I believe is dangerous.
Thank you for permitting comments.
Roger Owens

Please write your comments in the box above.

File Upload

Choose File No file chosen

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

Follow-up Communication

[redacted]

Would you like a Hall County staff member to follow up with you? If so, please leave your email address or phone number in the box above. Otherwise, leave this box blank.

Print

Board of Commissioners Voting Meeting Comments - June 25, 2026 - Submission #145429

Date Submitted: 6/18/2026

Comments completed in the form below will be submitted into the record for the June 25, 2026 Voting Meeting of the Hall County Board of Commissioners.

First Name*

Roger

Last Name*

Owens

Address1*

4425 HIGHLAND RD

Address2

City*

Gainesville

State*

GA

Zip*

30506

Item for Comment*

4431 Jim Hood Road & 4474 Highland Road

Select from the list below which item you would like to register a comment on. Items are listed in the order in which they appear on the agenda.

Your Comments*

I strongly oppose the intended project. 3-4 times each year a car on Jim Hood road crashes into our pasture fence due to the curves and poor visibility at the junction of Highland road and Jim Hood road. The proposed entrance would have poor visibility for traffic coming up Highland. The traffic coming down Jim Hood is now very significant and an additional burden of 56 houses pouring onto Highland just above the corner I believe is dangerous.
Thank you for permitting comments.
Roger Owens

Please write your comments in the box above.

File Upload

Choose File No file chosen

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

Follow-up Communication

[redacted]

Would you like a Hall County staff member to follow up with you? If so, please leave your email address or phone number in the box above. Otherwise, leave this box blank.

Print

Board of Commissioners Voting Meeting Comments - June 25, 2026 - Submission #145429

Date Submitted: 6/18/2026

Comments completed in the form below will be submitted into the record for the June 25, 2026 Voting Meeting of the Hall County Board of Commissioners.

First Name*

Roger

Last Name*

Owens

Address1*

4425 HIGHLAND RD

Address2

City*

Gainesville

State*

GA

Zip*

30506

Item for Comment*

4431 Jim Hood Road & 4474 Highland Road

Select from the list below which item you would like to register a comment on. Items are listed in the order in which they appear on the agenda.

Your Comments*

I strongly oppose the intended project. 3-4 times each year a car on Jim Hood road crashes into our pasture fence due to the curves and poor visibility at the junction of Highland road and Jim Hood road. The proposed entrance would have poor visibility for traffic coming up Highland. The traffic coming down Jim Hood is now very significant and an additional burden of 56 houses pouring onto Highland just above the corner I believe is dangerous.
Thank you for permitting comments.
Roger Owens

Please write your comments in the box above.

File Upload

Choose File No file chosen

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

Follow-up Communication

[redacted]

Would you like a Hall County staff member to follow up with you? If so, please leave your email address or phone number in the box above. Otherwise, leave this box blank.

Print

Board of Commissioners Work Session Comments - June 22, 2026 - Submission #144816

Date Submitted: 6/8/2026

Comments completed in the form below will be submitted into the record for the June 22, 2026 Work Session of the Hall County Board of Commissioners.

First Name*

Clayton

Last Name*

Shope

Address1*

4509 Jim Hood RD.

Address2

City*

Gainesville

State*

GA

Zip*

30506

Your Comments*

In opposition to the proposed rezoning of property by Kent Henderson located on Jim Hood rd. and Highland rd. Knowing how Hall County thinks growth is great there are many issues about the removal of the natural wooded properties that make North Hall, North Hall and this is so out of place to destroy the neighborhood of lifetime residents. I know the county would like to send out 56 tax bills instead of one, but that is not the only reason. there is so many infrastructure changes that will have to be made. more than just the roads, schools, traffic and devaluing the current residents. I have lived here for 47 years, the traffic has increased to the point I have to set in my driveway to enter Jim Hood now especially when school is in. When I moved here my son and I would play pitch baseball in the road. I have seen enough change and now I am against putting that many homes on that property that will require the total destruction of that much of the natural nature our community has tried to preserve..

Please write your comments in the box above.

File Upload

Choose File No file chosen

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

Follow-up Communication

[redacted]

Would you like a Hall County staff member to follow up with you? If so, please leave your email address or phone number in the box above. Otherwise, leave this box blank.

Print

Board of Commissioners Voting Meeting Comments - June 25, 2026 - Submission #145269

Date Submitted: 6/15/2026

Comments completed in the form below will be submitted into the record for the June 25, 2026 Voting Meeting of the Hall County Board of Commissioners.

First Name*

Kristen

Last Name*

Green

Address1*

4542 Fawn Path

Address2

City*

Gainesville

State*

GA

Zip*

30506

Item for Comment*

4431 Jim Hood Road & 4474 Highland Road

Select from the list below which item you would like to register a comment on. Items are listed in the order in which they appear on the agenda.

Your Comments*

I am opposed to this rezoning. This is not consistent with the current "rural neighborhood" plan. It will bring a considerable increase in traffic to what is already a dangerous intersection at Jim Hood and Highland Rd. The proposed lots are significantly smaller than existing homes in the area that are in compliance with the "rural neighborhood" plan, and this rezoning will devalue the property of current residents of the area. This will also result in an increased burden on the area schools.

Please write your comments in the box above.

File Upload

Choose File No file chosen

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

Follow-up Communication

Would you like a Hall County staff member to follow up with you? If so, please leave your email address or phone number in the box above. Otherwise, leave this box blank.

Print

Board of Commissioners Voting Meeting Comments - June 25, 2026 - Submission #145499

Date Submitted: 6/19/2026

Comments completed in the form below will be submitted into the record for the June 25, 2026 Voting Meeting of the Hall County Board of Commissioners.

First Name*

Steven

Last Name*

Lewallen

Address1*

4783 Highland Road

Address2

City*

Gainesville

State*

Georgia

Zip*

30506

Item for Comment*

4431 Jim Hood Road & 4474 Highland Road

Select from the list below which item you would like to register a comment on. Items are listed in the order in which they appear on the agenda.

Your Comments*

We do not want or need a subdivision in this location.
We want to keep North Hall the way it is!!
Do not develop it like South Hall.

Please write your comments in the box above.

File Upload

Choose File No file chosen

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

Follow-up Communication

[redacted]

Would you like a Hall County staff member to follow up with you? If so, please leave your email address or phone number in the box above. Otherwise, leave this box blank.

Print

Board of Commissioners Voting Meeting Comments - June 25, 2026 - Submission #145499

Date Submitted: 6/19/2026

Comments completed in the form below will be submitted into the record for the June 25, 2026 Voting Meeting of the Hall County Board of Commissioners.

First Name*

Steven

Last Name*

Lewallen

Address1*

4783 Highland Road

Address2

City*

Gainesville

State*

Georgia

Zip*

30506

Item for Comment*

4431 Jim Hood Road & 4474 Highland Road

Select from the list below which item you would like to register a comment on. Items are listed in the order in which they appear on the agenda.

Your Comments*

We do not want or need a subdivision in this location.
We want to keep North Hall the way it is!!
Do not develop it like South Hall.

Please write your comments in the box above.

File Upload

Choose File No file chosen

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

Follow-up Communication

[redacted]

Would you like a Hall County staff member to follow up with you? If so, please leave your email address or phone number in the box above. Otherwise, leave this box blank.

Print

Board of Commissioners Voting Meeting Comments - June 25, 2026 - Submission #145499

Date Submitted: 6/19/2026

Comments completed in the form below will be submitted into the record for the June 25, 2026 Voting Meeting of the Hall County Board of Commissioners.

First Name*

Steven

Last Name*

Lewallen

Address1*

4783 Highland Road

Address2

City*

Gainesville

State*

Georgia

Zip*

30506

Item for Comment*

4431 Jim Hood Road & 4474 Highland Road

Select from the list below which item you would like to register a comment on. Items are listed in the order in which they appear on the agenda.

Your Comments*

We do not want or need a subdivision in this location.
We want to keep North Hall the way it is!!
Do not develop it like South Hall.

Please write your comments in the box above.

File Upload

Choose File No file chosen

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

Follow-up Communication

[redacted]

Would you like a Hall County staff member to follow up with you? If so, please leave your email address or phone number in the box above. Otherwise, leave this box blank.

Print

Board of Commissioners Voting Meeting Comments - June 25, 2026 - Submission #145499

Date Submitted: 6/19/2026

Comments completed in the form below will be submitted into the record for the June 25, 2026 Voting Meeting of the Hall County Board of Commissioners.

First Name*

Steven

Last Name*

Lewallen

Address1*

4783 Highland Road

Address2

City*

Gainesville

State*

Georgia

Zip*

30506

Item for Comment*

4431 Jim Hood Road & 4474 Highland Road

Select from the list below which item you would like to register a comment on. Items are listed in the order in which they appear on the agenda.

Your Comments*

We do not want or need a subdivision in this location.
We want to keep North Hall the way it is!!
Do not develop it like South Hall.

Please write your comments in the box above.

File Upload

Choose File No file chosen

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

Follow-up Communication

[redacted]

Would you like a Hall County staff member to follow up with you? If so, please leave your email address or phone number in the box above. Otherwise, leave this box blank.

Print

Board of Commissioners Voting Meeting Comments - June 25, 2026 - Submission #145499

Date Submitted: 6/19/2026

Comments completed in the form below will be submitted into the record for the June 25, 2026 Voting Meeting of the Hall County Board of Commissioners.

First Name*

Steven

Last Name*

Lewallen

Address1*

4783 Highland Road

Address2

City*

Gainesville

State*

Georgia

Zip*

30506

Item for Comment*

4431 Jim Hood Road & 4474 Highland Road

Select from the list below which item you would like to register a comment on. Items are listed in the order in which they appear on the agenda.

Your Comments*

We do not want or need a subdivision in this location.
We want to keep North Hall the way it is!!
Do not develop it like South Hall.

Please write your comments in the box above.

File Upload

Choose File No file chosen

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

Follow-up Communication

[redacted]

Would you like a Hall County staff member to follow up with you? If so, please leave your email address or phone number in the box above. Otherwise, leave this box blank.

AGENDA ITEM

Planning & Zoning

REPORT TO: **Work Session (06/22/26)**

REPORT TO: **Voting Meeting (06/25/26)**

ITEM NO: 366/2026

SUBJECT: **910 West Ridge Road | Special Use |** for Vehicle Repair, Major in GCOD | on a 3.47± acre tract located on the west corner of the intersection of West Ridge Road and E E Butler Parkway | Zoned I-2; Tax Parcel 00032 001018E **| Proposed Use: Vehicle repair, major |** Commission District 4 **| Anthony Dorsey, applicant**

Meetings:

Work Session Date: 06/22/26 **Voting Meeting Date:** 06/25/26

Executive Summary:

Presenter: LT

Recommendation:

Approval, with conditions, as the proposed use is consistent with the intent of the zoning district and compatible with surrounding commercial and industrial development.

1. The business shall operate in accordance with the site plan dated April 22, 2026, and the project narrative dated April 22, 2026, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. The storage of wrecked, junk, and/or inoperable vehicles shall be prohibited.
3. All vehicles on the property shall be parked in the areas designated on the proposed site plan. This includes all existing vehicles/ trailer trailers/ trailers to be relocated to designated parking areas.
4. All parking, loading, and repair spaces must be striped and meet required parking counts per Hall County Unified Development Code Section 8.1.
5. All standard automotive work must occur within the enclosed building; however, tractor trailers may be serviced outdoors within the designated area on the submitted site plan.
6. Outdoor repair must be screened from view from public streets by a solid fence at least 8 feet in height along the frontage of West Ridge Road and EE Butler Parkway.
7. No building permits for new construction or to expand the footprint of the existing building shall be permitted until a plat is approved by Hall County and recorded with the Georgia Clerk of Courts.
8. No variances are granted from these standards, other than those shown on the submitted site plan.
9. All conditions of zoning shall be made part of any plats created for the property.

Purpose of Request: **History:**

910 West Ridge Road | Special Use | for Vehicle Repair, Major in GCOD | on a 3.47± acre tract located on the west corner of the intersection of West Ridge Road and E E Butler Parkway | Zoned I-2; Tax Parcel 00032 001018E | **Proposed Use: Vehicle repair, major |** Commission District 4 | **Anthony Dorsey, applicant**

Facts and Issues: **Options:**

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

Approvals:

Submit	Approve	Attorney	Administration
KE	KA	JL	CR
Clerk			
JR			

Attachments:
Staff Report
Application
Narrative
Site Plan
Plat
Maps
Elevation
Deed
Environmental Health Comment
GDOT Comment
Public Works Comment
Fire Comment
Business License Comment
Notice Sign

HALL COUNTY BOARD OF COMMISSIONERS
STAFF REPORT

Applicant ..... Anthony Dorsey

Request ..... **Special Use** | Vehicle Repair, Major

Proposed Use ..... Vehicle Repair, Major

Size ..... 3.47± acres

Zoning ..... Heavy Industrial (I-2)

Location ..... **910 West Ridge Road |** Tax Parcel 00032 001018E

Commission District ..... Four

Commission Date ..... June 25, 2026

Staff Recommendation ..... **Approval, with conditions,** as the proposed use is consistent with the intent of the zoning district and compatible with surrounding commercial and industrial development.

Record Number(s) HZCU26-0017

Staff recommends APPROVAL of the applicant's request with the following conditions:

1. The business shall operate in accordance with the site plan dated April 22, 2026, and the project narrative dated April 22, 2026, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. The storage of wrecked, junk, and/or inoperable vehicles shall be prohibited.
3. All vehicles on the property shall be parked in the areas designated on the proposed site plan. This includes all existing vehicles/ tractor trailers/ trailers to be relocated to designated parking areas.
4. All parking, loading, and repair spaces must be striped and meet required parking counts per Hall County Unified Development Code Section 8.1.
5. All standard automotive work must occur within the enclosed building; however, tractor trailers may be serviced outdoors within the designated area on the submitted site plan.

6. Outdoor repair must be screened from view from public streets by a solid fence at least 8 feet in height along the frontage of West Ridge Road and EE Butler Parkway.

7. No building permits for new construction or to expand the footprint of the existing building shall be permitted until a plat is approved by Hall County and recorded with the Georgia Clerk of Courts.

8. No variances are granted from these standards, other than those shown on the submitted site plan.

9. All conditions of zoning shall be made part of any plats created for the property.

Summary Analysis

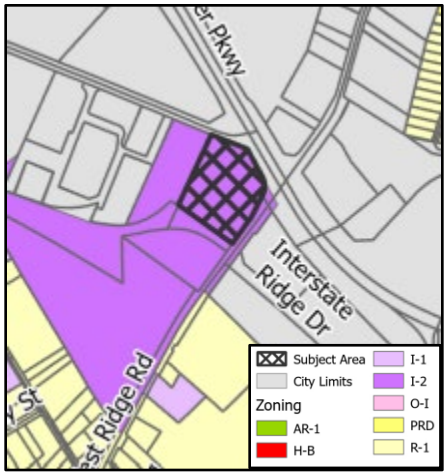
The applicant is requesting approval of a Special Use to allow Vehicle Repair, Major, specifically truck and automotive repair, on a 3.47± acre tract zoned Heavy Industrial (I-2) within the Gateway Corridor Overlay District (GCOD).

According to Tax Assessor records, the property is currently developed with a 67,604 square foot warehouse building constructed in 1967. The zoning of the property is the original zoning.

Previous businesses at this location include:

- West Building Supply: 1967-2000
    - Building supply center
- West Cash & Carry (BUS-0019928): 10/01/2000 – 12/31/2001
    - Sales of flooring and décor
- Hollis Transport
    - Occupancy for warehousing only (COM2001-00339, 5/08/2001) – no business license obtained
- Piedmont Tractor & Equipment (BUS-0020634): 6/15/2001 - 12/31/2023
    - Industrial equipment sales
- Action Stone & Mulch (BUS-0026708): 7/23/2007 – 12/31/2010
    - Landscape supplies

The surrounding properties are zoned and developed as follows:

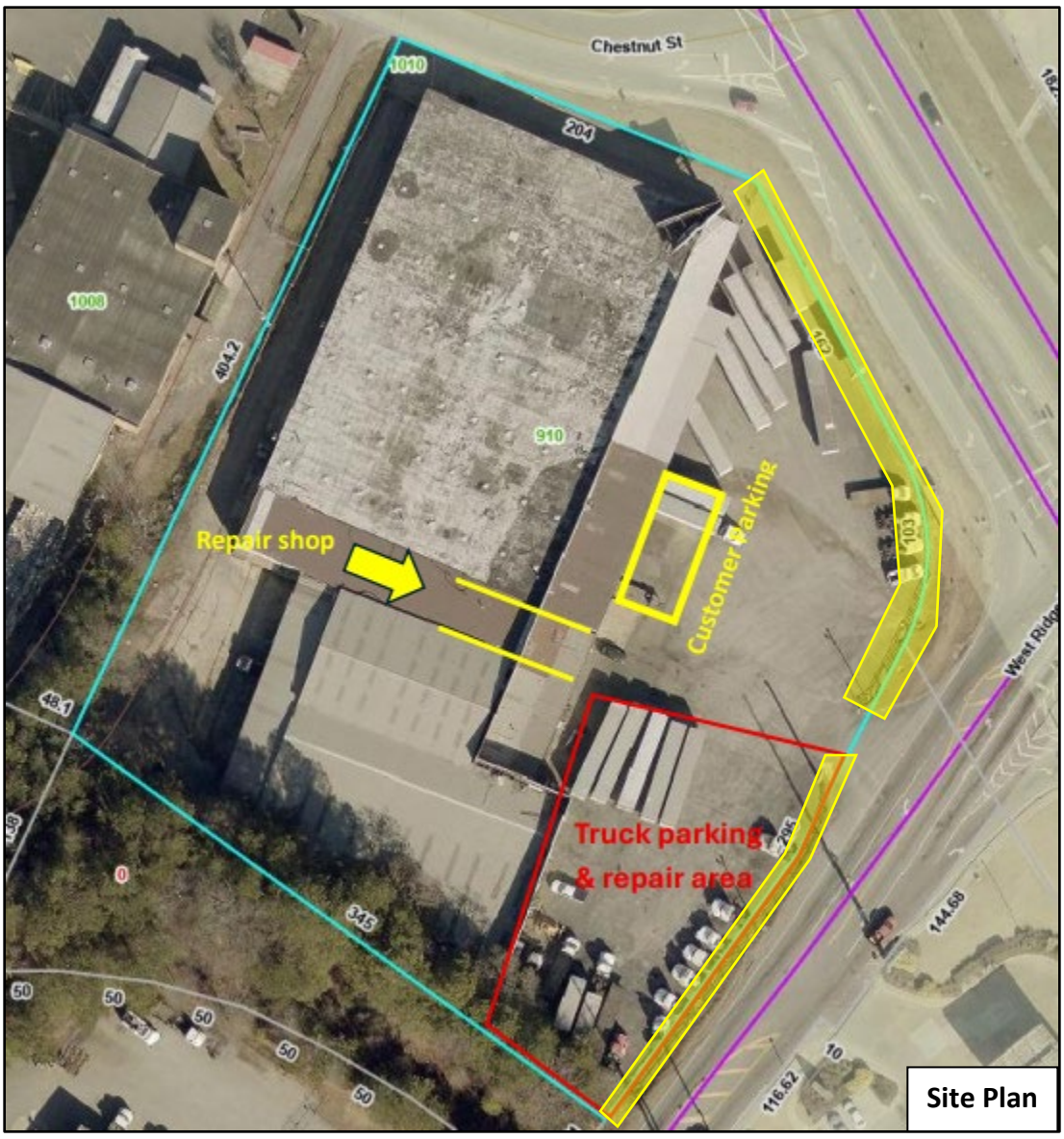


- North: Gainesville Light Industrial: Brenau University Campus
- East: Gainesville G-B and R-B: Gas stations
- South: Gainesville Light Industrial: Gas station, business park
- West: Heavy Industrial (I-2): Railroad ROW, Airgas, Hall County Recycling Center

Per the submitted narrative, the applicant proposes to operate an automotive repair business within a small portion of the existing building as identified on the site plan. The remainder of the building is currently vacant. All standard automotive work will occur within the enclosed building. Tractor trailers will be serviced outdoors in the area designated on the site plan.

The submitted site plan identifies customer parking and the area for trailer parking and repair.

Water service is provided by the City of Gainesville sewer and water.



Although the property is zoned Heavy Industrial (I-2), in which vehicle repair, major is a permitted use, it is also located within the Gateway Corridor Overlay District (GCOD). Within the GCOD, vehicle repair requires Special Use approval. As noted above, the site has been occupied by several businesses over the years. Most recently, Piedmont Tractor and Hollis Transport operated from the property; however, Piedmont Tractor was approved for sales only, and Hollis Transport was issued an occupancy permit for warehouse use but did not obtain a business license for this location. According to Business License records, automotive repair has never been a licensed use on the property.

Regarding development standards, while the property lies within the GCOD, the Unified Development Code (UDC) provides exceptions to GCOD compliance. Specifically, section 6.2.3.C.2 exempts a property from meeting GCOD requirements when no addition is made and no change affects more than 75 percent of the floor area of an existing permitted structure. Because the applicant is not proposing any building modifications, the site is not required to be brought into compliance with current GCOD standards.

Zoning Analysis

When considering a use subject to approval of the County Commission, 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 use and development of adjacent and nearby properties as the use is permitted within the Heavy Industrial zoning district subject to the standards of the Gateway Corridor Overlay District**

b) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **The proposed use does not appear to adversely affect the existing use or usability of adjacent properties as the properties to the north, east and south are also zoned for commercial and industrial uses.**

c) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned; **The property has reasonable economic use as currently zoned, however, vehicle repair, major requires Special Use approval by the Board of Commissioners as the property is located within the Gateway Corridor Overlay District (GCOD).**

d) Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, schools, police protection, fire protection, public health facilities or emergency medical service; **The proposed use is not anticipated to cause an excessive or burdensome use of the existing streets, transportation facilities, utilities, schools, police protection, fire protection, public facilities, or emergency medical service.**

e) Whether the zoning proposal is in conformity with the policy and intent of the future land use plan for the physical development of the area; **The proposed use is consistent with the Employment Nodes & Corridors future land use designation, the Heavy Industrial zoning district and the commercial and industrial nature of the surrounding properties.**

f) The extent to which property values are diminished by the existing zoning restrictions; **Staff is unable to determine the extent to which property values are diminished by the existing zoning restrictions.**

g) The extent to which the destruction of the subject property's value under the existing zoning promotes the health, safety, morals or general welfare of the public; **Staff is unable to comment on the impact of property values without a full market analysis. Multiple factors impact property values including construction types, proposed uses, and maintenance. Often it is difficult to determine the effect of a development on adjacent properties until the development is completed.**

h) The relative gain to the public as compared to the hardship imposed upon the individual property owner; **Staff has not identified a hardship imposed on the property owner as the property is currently zoned, as other industrial uses have occupied the property.**

i) The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property; **The property is developed with a 67,604 square foot commercial building constructed in 1967.**

j) Whether there are other existing or changing conditions affecting the use or development of the property which give supporting grounds for either approval or disapproval of the zoning proposal; **Staff is not aware of any changing conditions affecting the use or development of the property that would support grounds for disapproval.**

k) Whether the change would create an isolated district unrelated to the surrounding districts; **This question is not applicable as there are no proposed changes to the zoning classification.**

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 or the immediate neighborhood.**

n) Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **The existing zoning of the subject site supports the proposed use, however, requires approval by the Board of Commissioners as it is within the Gateway Corridor Overlay District.**

o) Whether the need for rezoning could be handled instead by a variance request to the Planning Commission; **The request for a Special Use could not be handled alternatively as a variance.**

p) Whether there would be an ecological or pollution impact resulting from major modifications to the land if the request is granted; **Any land disturbance activities on the property shall be required to go through the land development permitting process, and as a result are subject to local, state, and federal regulations. As a result, there are no anticipated ecological or pollution impacts resulting from any modification to the land if the request is granted.**

q) Whether there is reasonable evidence based upon existing and anticipated land use that would indicate a mistake was made in the original zoning of the property; **There is no indication that a mistake was made in the original zoning.**

11.2.6.E - Submission requirements

1. Any person or persons requesting a change in the official zoning map or use subject to approval of the County Commission must file an application with a plat or map of the property attached thereto, together with payment of such fees set forth in this Sec 11.2. to cover administrative and advertising costs, in the Planning and Zoning Department office. Such person or persons or their authorized agent must appear in person at the public hearing held to consider the district change. **The proposal meets the requirement. The applicant has paid the appropriate fees and understands that someone must be present at the voting meeting of the Hall County Board of Commissioners.**

2. All applications for a change of zoning classification or use subject to approval of the County Commission must include:

   a. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in this Sec. 11.2. **The proposal provides a narrative outlining the intent of the development; however, the applicant has not prepared a response to each of the criteria listed in 11.2.6.E.2.**

   b. A site plan drawn to scale designating the area covered by the application and identifying existing and proposed buildings and uses, adjacent existing land uses, zoning on contiguous parcels, including those across an abutting public right-of-way, and any other significant site improvements proposed to accommodate the proposed use or buffer adjacent uses, etc., or a plat of the subject property where no specific land use is proposed. In cases where only a plat or map is provided and no land use is proposed, the Planning Commission and County Commission may evaluate the application based on the most intense possible land use permitted in the proposed district**. The proposal meets the requirement.**

   c. For any application for a slow rate land treatment system as defined in 7.6.9.D.1, additional requirements apply. **This standard is not applicable to the applicant's request**

   d. For any application proposing the development of 100 or more residential dwelling units, a traffic impact study must be submitted prior to consideration of the application by the County Commission. At the applicant's expense, the traffic impact study must be prepared by a professional engineer in accordance with requirements established by the Hall County Engineering Department. The Engineering Department must review the traffic impact study and forward any comments to the County Commission. **This standard is not applicable to the applicant's request.**

Development Support and Constraints

Hall County Environmental Health
In a memorandum dated May 19, 2026, Hall County Environmental Health Department stated, "No comment. Public Sewer."

Georgia Department of Transportation
In an email dated May 18, 2026, Christopher Hash, P.E., GDOT D1 Traffic Operations Supervisor, stated, "Off system, no impacts expected to the State Route."

Hall County Public Works and Utilities
In a memorandum dated May 22, 2026, Jorge Gomez, Director of Public Works and Utilities, provided the following comments:

Engineering:
No comment.

Traffic:
The proposed use will not increase traffic volumes from previous use. No changs to the driveway operation are required.

Utilities:
No comment. Property is not located in Hall County sewer delivery area.

Hall County Fire Marshal
In a memorandum dated May 15, 2026, Hall County Fire Marshal's Office, stated, "The Hall County Fire Marshal's Office has no comments as proposed."

Hall County Business License
In an email dated May 15, 2026, Brandi Smith, Business License Director, stated "Mr. Dorsey has already submitted his business license application previously, which was denied. Upon approval of this item, we can re-submit the application for approval."

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)

Anthony Dorsey
2031 Garden Dr
Gainesville, GA 30507
Phone [redacted]
Email Address [redacted]

Property Owner (Name & Mailing Address)

Brian Hollis Properties LLC
4515 Cantrell Rd
Flowery Branch, GA 30542
Phone 770-965-1790
Email Address randi@hollistransport.com

Proposed Use Special Use for auto/equipment repair in GCOD.

Contact Person (Name & Mailing Address)

Same.

Phone Same
Email Address Same

Status of Applicant

- ☐ Owner
- ☐ Option to Purchase
- ☒ Area Resident
- ☐ Other

Requested Action

Type of Request: ☒ SU ☐ CUP
Fee:$
Receipt #:
Check #:

Zoning: I-2
Acreage 3.53

Tax Parcel Number 00032 001018E
Location Address 910 West Ridge Rd, Gainesville

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

Print Anthony Dorsey Date: 4-20-26
Sign Anthony Dorsey Date: 4-20-26

Applicant must complete all information above. Failure to complete this section will result in the refusal of the application. The Planning Department has 15 days to review all applications and will set the dates for each application. If the application is found insufficient, an agenda date will not be set until the required information is submitted. Please note that the Planning Commission and County Commission dates are tentative.

Application Withdrawal: I hereby **withdraw** the application.

Sign _____ Date: _____

Staff Use Only

Application Date: _____ Taken by: _____

Tentative Planning Commission Date: _____ Tentative County Commission Date: _____

County Commission District: _____

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

HALL COUNTY
GEORGIA
We have it all in Hall

AUTHORIZATION OF PROPERTY OWNERS

Note: If the applicant is the property owner, please disregard this form.

Name of owner(s) Brian Hollis Properties, LLC

Address 4515 Cantrell Rd
Flowery Branch, GA 30542

Phone Number 770-965-1790

Name of applicant(s) Anthony Dorsey

Address 2031 Garden Dr
Gainesville, GA 30507

Phone Number [redacted]

I swear that I am the owner of the property which is the subject matter of the attached applications as shown in the records of Hall County, Georgia.

I authorize the person named above to act as applicant in the pursuit of a rezoning, permissive use, or variance of this property.

Signature of Owner(s)

Brian O. Hollis

Personally appeared before me

Brian Hollis

who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Randi Elliott
Notary Public

RANDI ELLIOTT NOTARY PUBLIC EXP. JULY 19, 2029 HALL COUNTY, GA

4/20/26
Date

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

Owner.

CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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

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

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating $250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

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

I have**____ I have not ✓

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

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

Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/Owner's Signature: Brian D. Hollis **Date:** 4/20/26

Applicant's/Owner's Name (Printed): Brian Hollis

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

Applicant · **CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM**

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

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

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating $250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

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

I have**____ I have not ✓

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

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

Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/Owner's Signature: Anthony Dorsey **Date:** 4-16-2026

Applicant's/Owner's Name (Printed): Anthony Dorsey

NARRATIVE
Special Use Request
910 West Ridge Road, Gainesville GA
April 22, 2026

This Special Use Request is submitted to allow the operation of a vehicle repair business within the existing commercial building located at 910 West Ridge Road in Gainesville, Georgia. The proposed use will occupy approximately 1,000 square feet of the existing structure. The remainder of the building is currently unoccupied.

The building is already configured for commercial use and requires no interior modifications to accommodate the proposed repair activities. No exterior structural changes are planned. All standard automotive work will occur within the enclosed building. Tractor trailers will be serviced outdoors in designated areas.

The business will provide general automotive services such as routine maintenance, diagnostics, and mechanical repairs. Hours of operation will be consistent with typical commercial activity in the area, and the business will comply with all applicable safety regulations. Waste materials, including oils and automotive fluids, will be stored and disposed of in accordance with state and local requirements.

The site has adequate parking to support both employees and customers, and vehicle storage will be limited to designated spaces on the property. No overnight storage of inoperable vehicles is anticipated beyond what is customary for short-term repair operations.

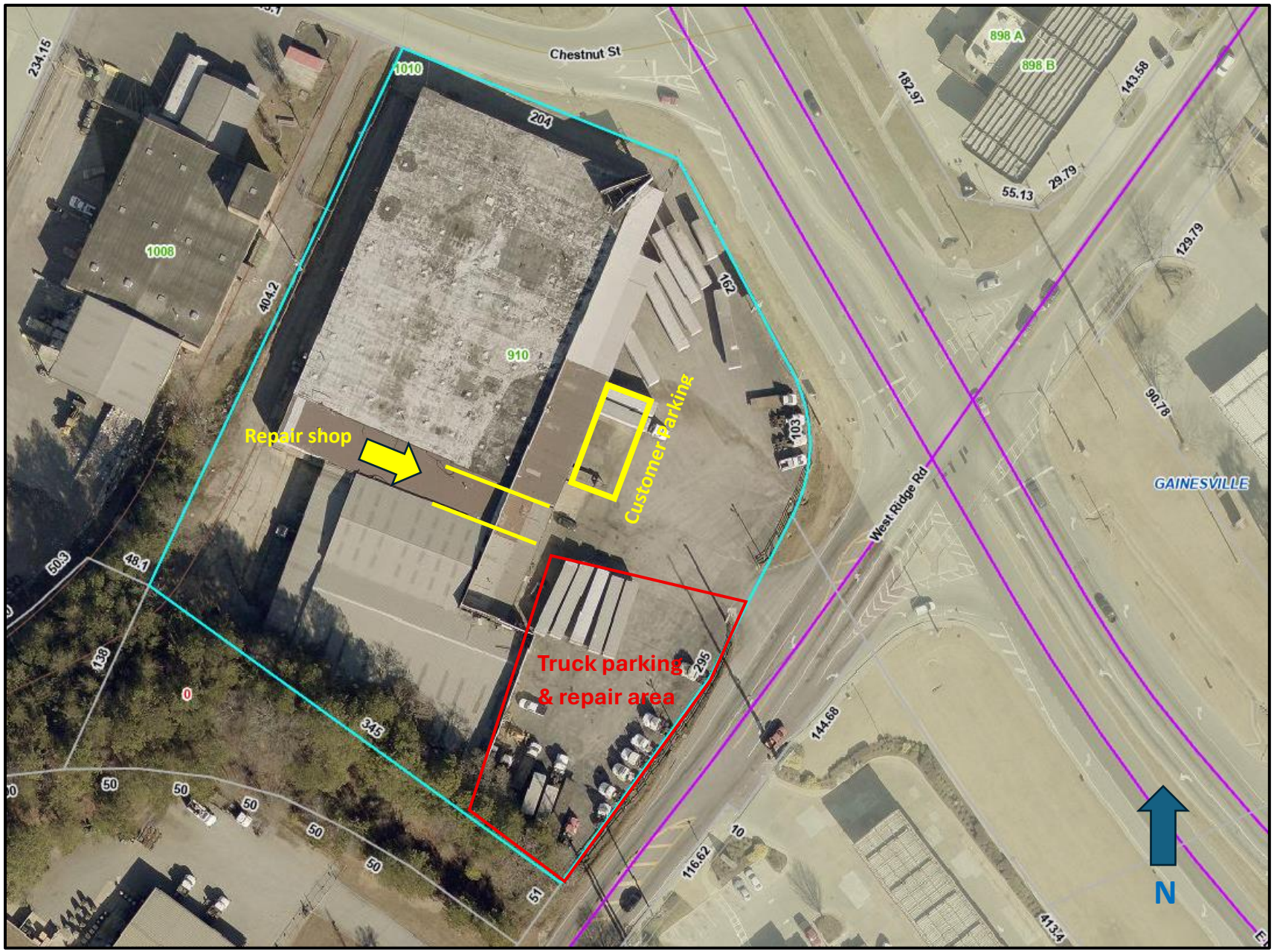
The proposed use is compatible with surrounding commercial and light-industrial properties and will not adversely impact neighboring parcels. Allowing this Special Use will support continued economic activity at the site while maintaining the character and functionality of the existing commercial corridor.

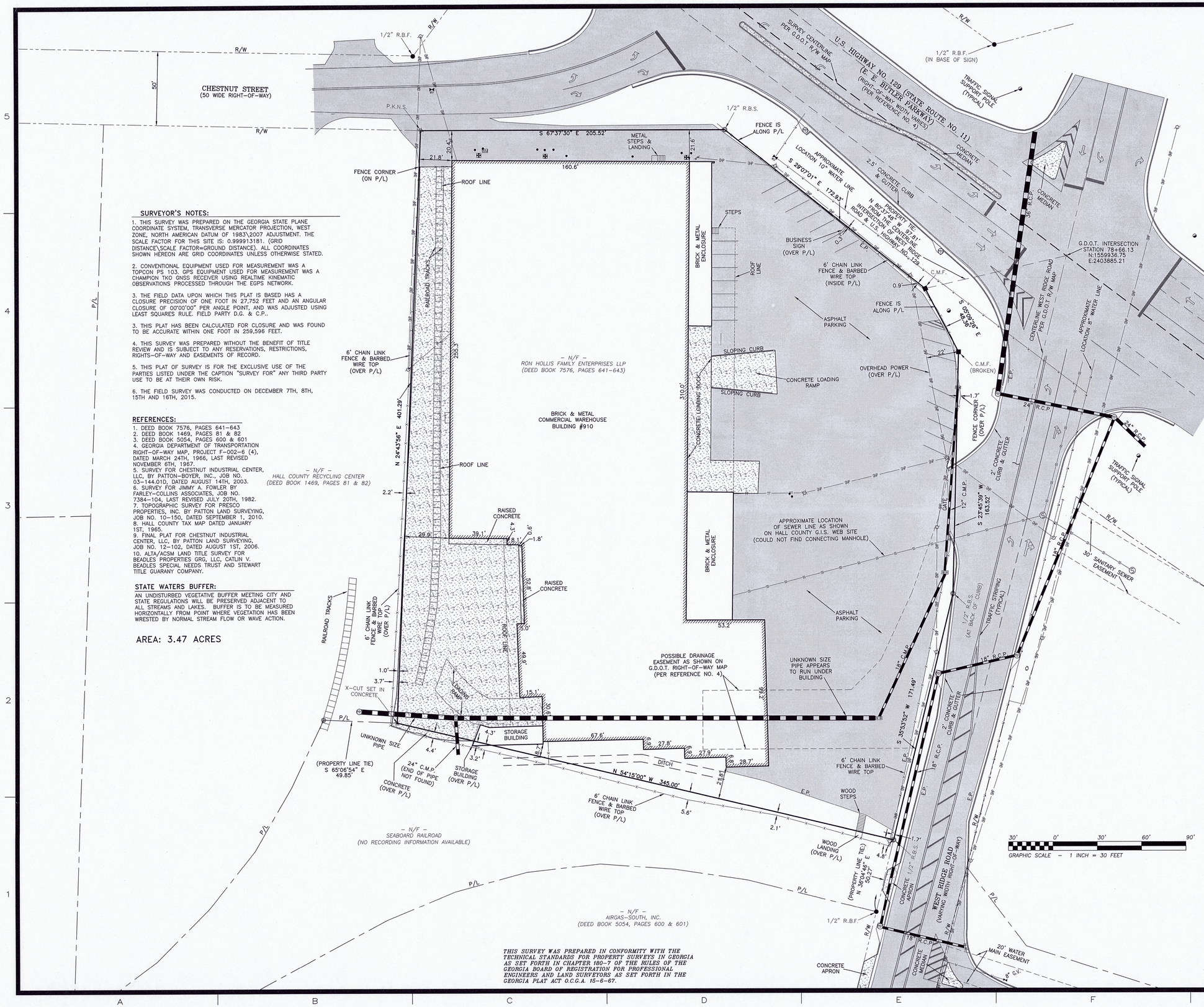
For these reasons, approval of this Special Use Request is respectfully requested.

Anthony Dorsey

RECEIVED
April 22, 2026
Planning & Zoning Department

SITE PLAN
910 WEST RIDGE ROAD, GAINESVILLE, GA





SURVEYOR'S NOTES:

1. THIS SURVEY WAS PREPARED ON THE GEORGIA STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR PROJECTION, WEST ZONE, NORTH AMERICAN DATUM OF 1983\2007 ADJUSTMENT. THE SCALE FACTOR FOR THIS SITE IS: 0.999913181. (GRID DISTANCE\SCALE FACTOR=GROUND DISTANCE). ALL COORDINATES SHOWN HEREON ARE GRID COORDINATES UNLESS OTHERWISE STATED.

2. CONVENTIONAL EQUIPMENT USED FOR MEASUREMENT WAS A TOPCON PS 103. GPS EQUIPMENT USED FOR MEASUREMENT WAS A CHAMPION TKO GNSS RECEIVER USING REALTIME KINEMATIC OBSERVATIONS PROCESSED THROUGH THE EGPS NETWORK.

3. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 27,752 FEET AND AN ANGULAR CLOSURE OF 00°00'00" PER ANGLE POINT, AND WAS ADJUSTED USING LEAST SQUARES RULE. FIELD PARTY D.G. & C.P..

3. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND WAS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 259,596 FEET.

4. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF TITLE REVIEW AND IS SUBJECT TO ANY RESERVATIONS, RESTRICTIONS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

5. THIS PLAT OF SURVEY IS FOR THE EXCLUSIVE USE OF THE PARTIES LISTED UNDER THE CAPTION "SURVEY FOR" ANY THIRD PARTY USE TO BE AT THEIR OWN RISK.

6. THE FIELD SURVEY WAS CONDUCTED ON DECEMBER 7TH, 8TH, 15TH AND 16TH, 2015.

REFERENCES:

1. DEED BOOK 7576, PAGES 641-643
2. DEED BOOK 1469, PAGES 81 & 82
3. DEED BOOK 5054, PAGES 600 & 601
4. GEORGIA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, PROJECT F-002-6 (4), DATED MARCH 24TH, 1966, LAST REVISED NOVEMBER 6TH, 1967.
5. SURVEY FOR CHESTNUT INDUSTRIAL CENTER, LLC, BY PATTON-BOYER, INC., JOB NO. 03-144.01D, DATED AUGUST 14TH, 2003.
6. SURVEY FOR JIMMY A. FOWLER BY FARLEY-COLLINS ASSOCIATES, JOB NO. 7384-104, LAST REVISED JULY 20TH, 1982.
7. TOPOGRAPHIC SURVEY FOR PRESCO PROPERTIES, INC. BY PATTON LAND SURVEYING, JOB NO. 10-150, DATED SEPTEMBER 1, 2010.
8. HALL COUNTY TAX MAP DATED JANUARY 1ST, 1965.
9. FINAL PLAT FOR CHESTNUT INDUSTRIAL CENTER, LLC, BY PATTON LAND SURVEYING, JOB NO. 12-102, DATED AUGUST 1ST, 2006.
10. ALTA/ACSM LAND TITLE SURVEY FOR BEADLES PROPERTIES GRG, LLC, CATLIN V. BEADLES SPECIAL NEEDS TRUST AND STEWART TITLE GUARANY COMPANY.

STATE WATERS BUFFER:

AN UNDISTURBED VEGETATIVE BUFFER MEETING CITY AND STATE REGULATIONS WILL BE PRESERVED ADJACENT TO ALL STREAMS AND LAKES. BUFFER IS TO BE MEASURED HORIZONTALLY FROM POINT WHERE VEGETATION HAS BEEN WRESTED BY NORMAL STREAM FLOW OR WAVE ACTION.

AREA: 3.47 ACRES

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 AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.

LEGEND:

- A.I.F. – ANGLE IRON FOUND
- A.F. – AXLE FOUND
- C.M.F. – CONCRETE MONUMENT FOUND
- A.M.F. – ALUMINUM MONUMENT FOUND
- C.T.F. – CRIMP TOP PIN FOUND
- R.B.F. – REBAR FOUND (SEE DRAWING FOR SIZE)
- O.T.F. – OPEN TOP FOUND (SEE DRAWING FOR SIZE)
- I.P.F. – IRON PIN FOUND
- P.K.N.F. – PARKER KALON NAIL FOUND
- S.X. – SET X-CUT
- N.F. – NAIL FOUND
- R.F. – ROCK FOUND
- R.R.F. – RAILROAD SPIKE FOUND
- T.F. – TACK FOUND
- P.K.N.S. – PARKER KALON NAIL SET
- R.B.S. – 1/2" REBAR SET WITH CAP
- C.M.S. – CONCRETE MONUMENT SET
- N.S. – NAIL SET
- C.P. – CALCULATED POINT
- D.I. – DROP INLET
- J.B. – JUNCTION BOX
- C.R. – CABLE RISER
- T.R. – TELEPHONE RISER
- P.B. – POWER TRANSFORMER BOX
- P.P. – POWER POLE
- S.P. – SERVICE POLE
- T.P. – TELEPHONE POLE
- L.P. – LIGHT POLE
- G.W. – GUY WIRE
- G.P. – GUY ANCHOR POLE
- E.S. – ELECTRIC SERVICE
- W.M. – WATER METER
- W.V. – WATER VALVE
- F.H. – FIRE HYDRANT
- F.D.C. – FIRE DEPARTMENT CONNECTION
- I.C.V. – IRRIGATION CONTROL VALVE
- W.P. – WELL POINT
- C.O. – SANITARY CLEANOUT
- S.S.M.H. – SANITARY SEWER MANHOLE
- G.V. – SANITARY GATE VALVE
- H.W. – HARDWOOD TREE
- P.T. – PINE TREE
- M.T. – MISCELLANEOUS TYPE TREE
- U.M. – UNKNOWN TYPE MANHOLE
- GAS – GAS VALVE
- G.M. – GAS METER
- P. – PROPANE TANK
- F.P. – FLAG POLE
- T.S.P. – TRAFFIC SIGNAL POLE
- T.S.B. – TRAFFIC SIGNAL BOX
- B.O. – WATER BLOW OFF
- B.F.P. – WATER BACKFLOW PREVENTER
- T.M.H. – TELEPHONE MANHOLE
- Y.I. – YARD INLET
- M.W. – MONITORING WELL
- B.P. – BOLLARD POST
- S.N.L. – TRAFFIC SIGN
- A.C. – AIR CONDITIONER
- E.P. – EDGE OF PAVEMENT
- B.C. – BACK OF CURB
- C.M.P. – CORRUGATED METAL PIPE
- R.C.P. – REINFORCED CONCRETE PIPE
- B.C.C.M.P. – BITUMINOUS COATED CORRUGATED PIPE
- H.D.P.E. – HIGH DENSITY POLYETHYLENE PIPE
- P.V.C. – POLYVINYL CHLORIDE PIPE
- D.I.P. – DUCTILE IRON PIPE
- R.W. – RETAINING WALL
- —T— – BURIED TELEPHONE LINE
- —TT— – OVERHEAD TELEPHONE LINE
- —W— – BURIED WATER MAIN
- —SS— – BURIED SEWER LINE
- —G— – BURIED GAS LINE
- —E— – BURIED ELECTRIC LINE
- —TV— – BURIED CABLE TV
- —O— – CHAIN LINK FENCE
- —□— – WOOD FENCE
- —x— – WIRE FENCE
- —OHP— – OVERHEAD POWER LINES
- P/L – PROPERTY LINE
- R/W – RIGHT-OF-WAY
- N/F – NOW OR FORMERLY
- ℄ – CENTERLINE
- INTX – INTERSECTION
- R – CURVE RADIUS
- L – CURVE ARC LENGTH
- Δ – CURVE CENTRAL ANGLE
- C BRG – CHORD BEARING
- C DIST – CHORD DISTANCE
- L.L. – LAND LOT
- N – NORTHING COORDINATE
- E – EASTING COORDINATE
- S/B – SETBACK
- ⌐¬ – CONTINUOUS OWNERSHIP
- G.D.O.T. – GEORGIA DEPARTMENT OF TRANSPORTATION

REGISTERED PROFESSIONAL LAND SURVEYORS

P.O. BOX 256
GAINESVILLE, GA. 30503
PHONE: (770) 532-6492
FAX: (770) 532-1995
www.pattonsurveying.com

PATTON
LAND SURVEYING, LLC

GEORGIA REGISTERED PROFESSIONAL No. 2647 LAND SURVEYOR CHRIS M. PATTON

RETRACEMENT SURVEY FOR:

HOLLIS TRANSPORT

– LOCATED IN –

LAND LOT 150
9TH LAND DISTRICT
HALL COUNTY, GEORGIA

REVISIONS

No.	DATE	DESCRIPTION

SHEET NUMBER: 1 of 1

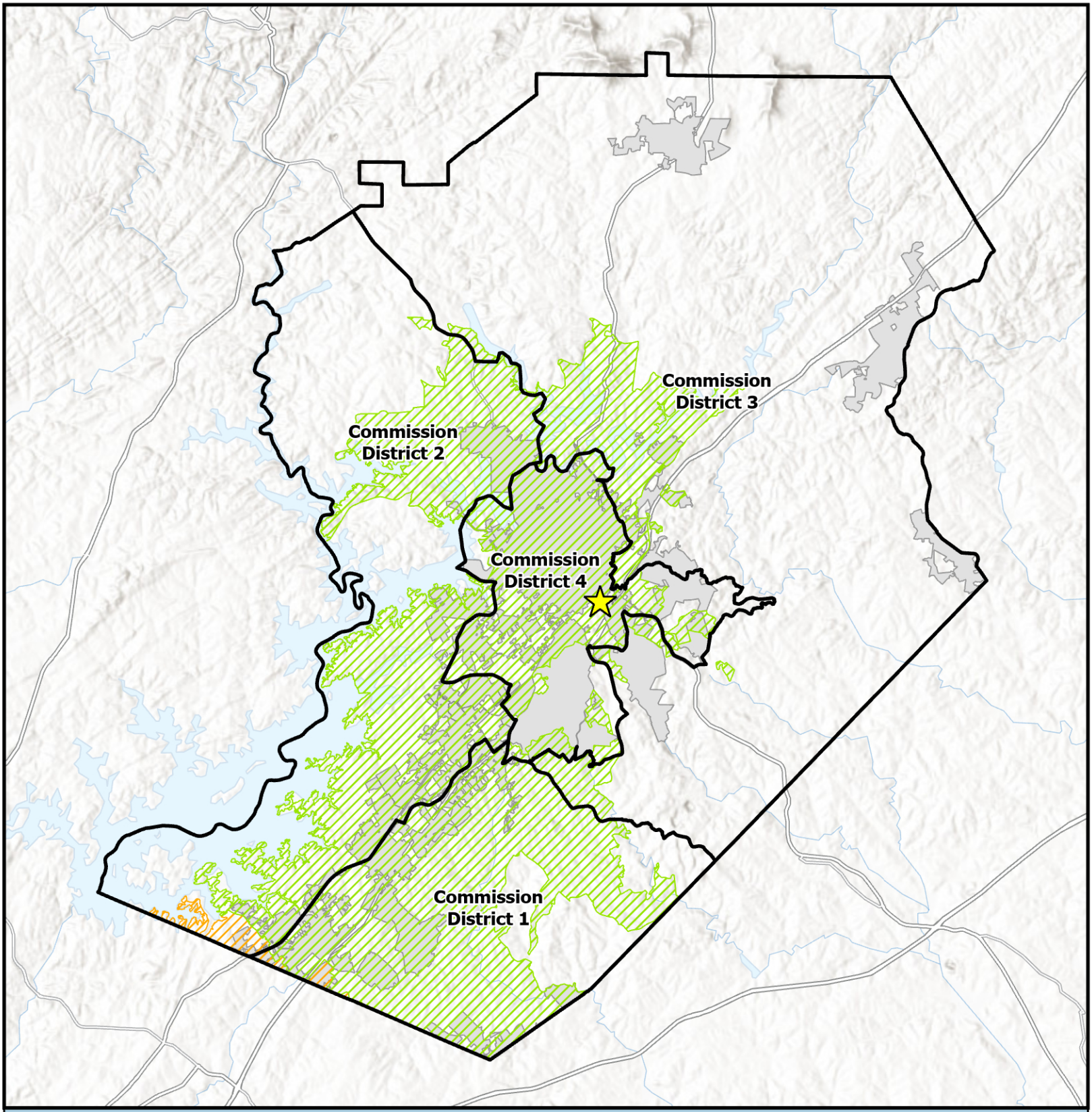
SCALE: 1' = 30'

SURVEY DATE: 12/17/2015

PLAT DATE: 12/17/2015

15-238.dwg

JN. 15-238



Overview Map

- Subject Area Location
- Subject Area
- Commision Districts
- City Limits

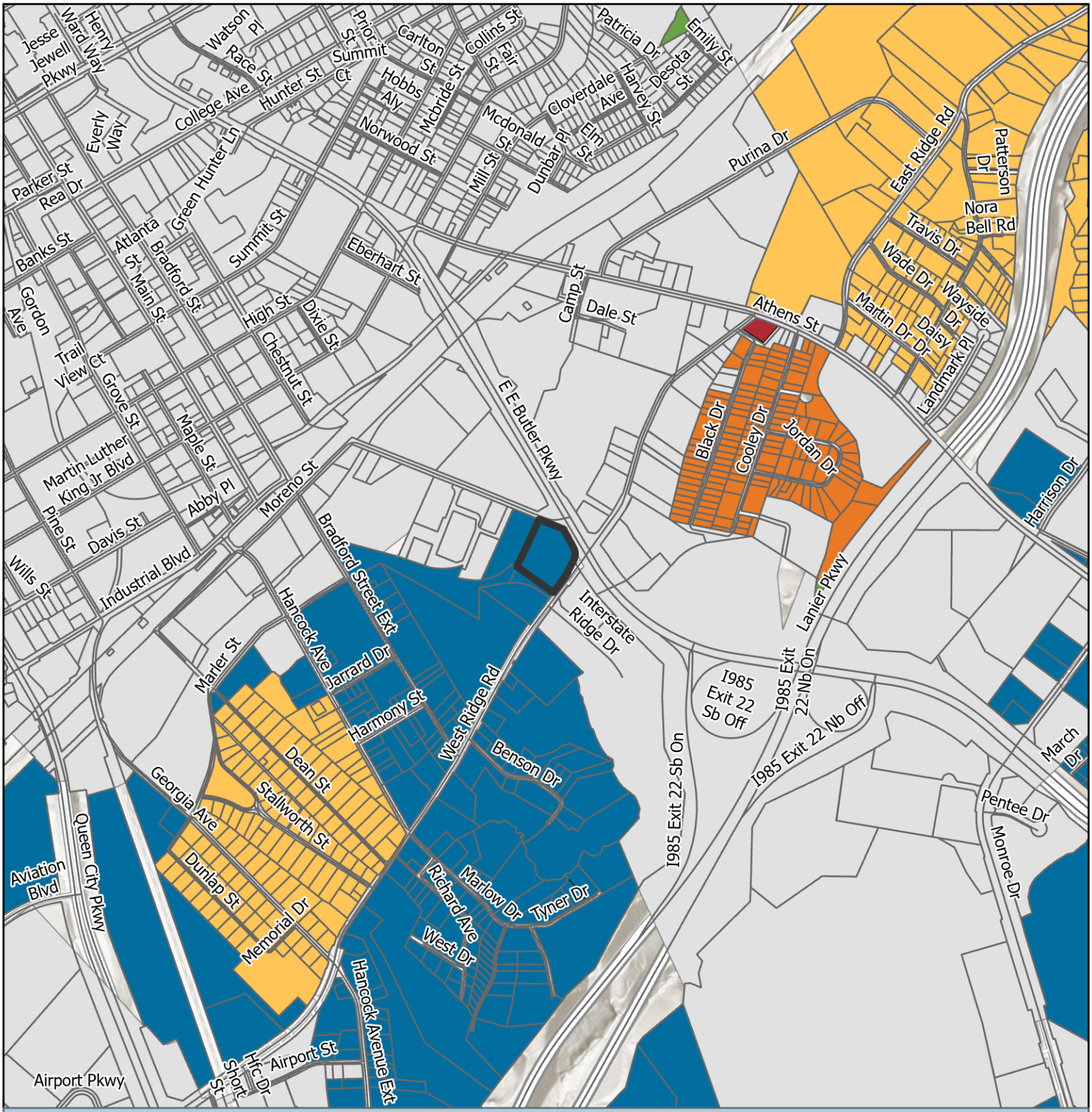
Urbanized Zone Areas

- Atlanta, GA
- Gainesville, GA

Applicant: Anthony Dorsey
Tax Parcel #: 00032 001018E
Location: 910 West Ridge Road
Commission District: 4

HALL COUNTY
GEORGIA
We have it all in Hall

Date Prepared: 5/19/2026



Future Land Use Map

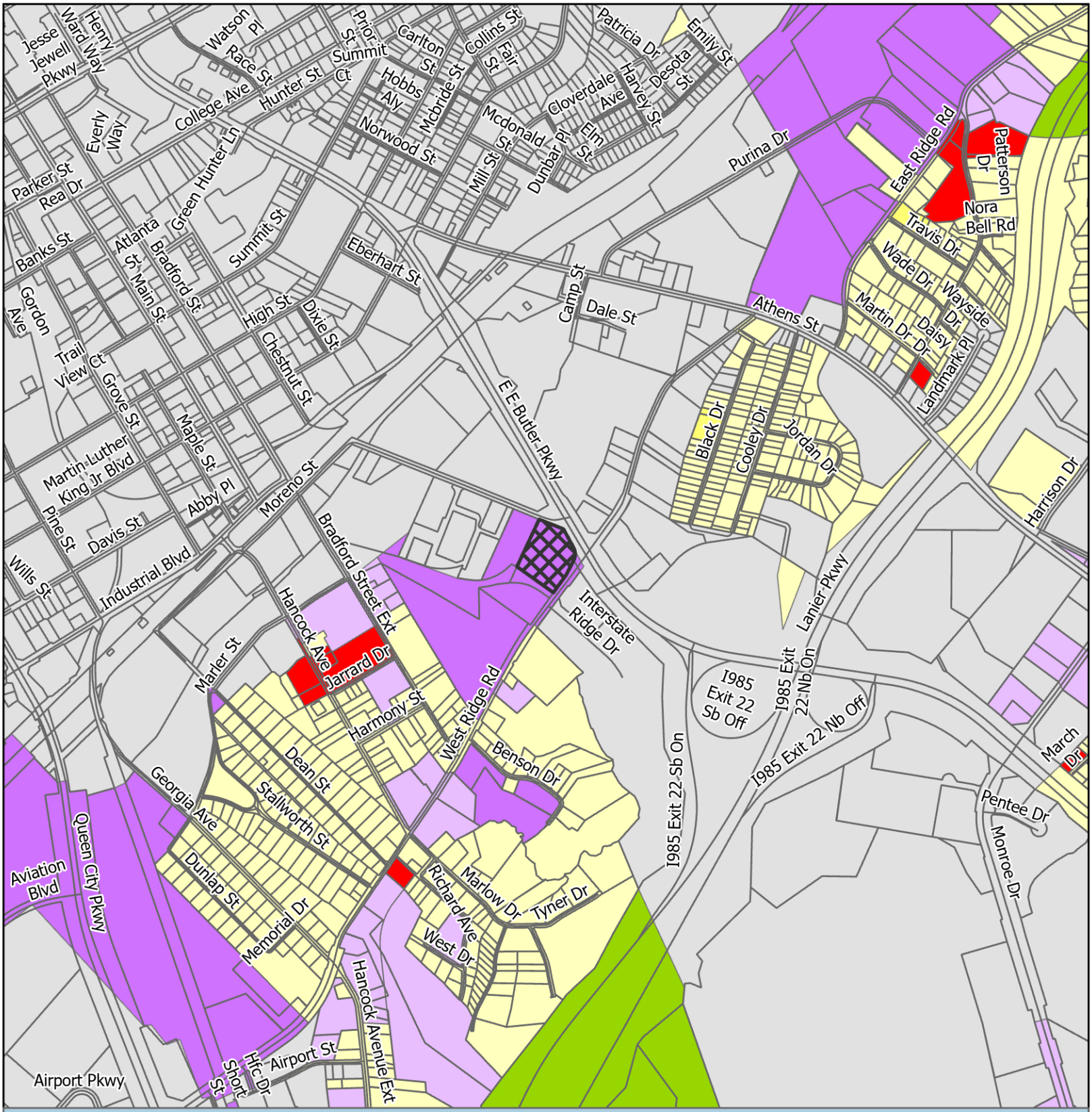
Subject Area
City Limits

FLU
- Business Corridors
- Employment
- Greenspace - Conservation
- Suburban Multi-family
- Suburban Neighborhood, Medium-Density

Applicant: Anthony Dorsey
Tax Parcel #: 00032 001018E
Location: 910 West Ridge Road
Commission District: 4

HALL COUNTY
GEORGIA
We have it all in Hall

Date Prepared: 5/19/2026



Zoning Map

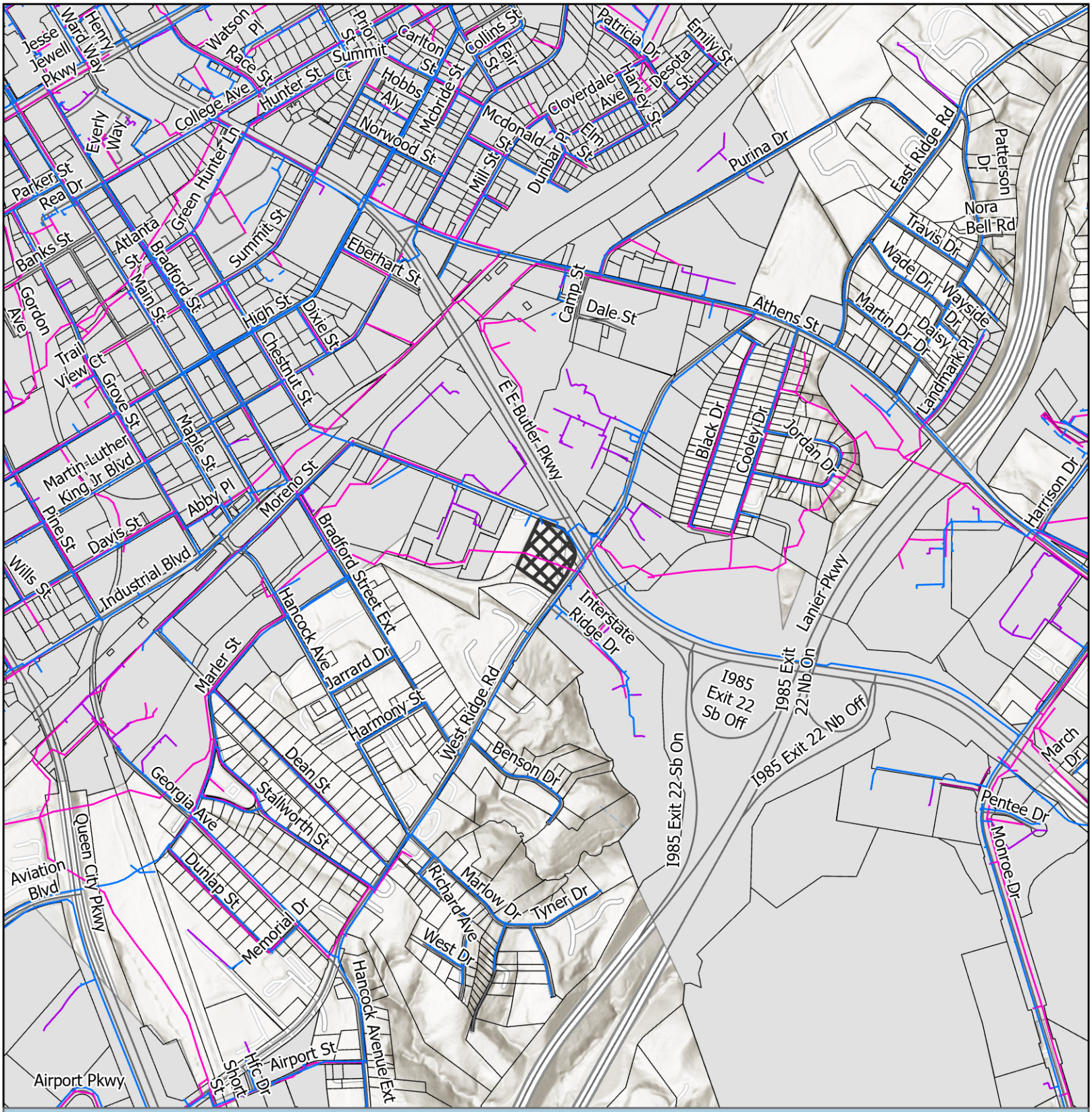
Subject Area
City Limits

Zoning
- AR-1
- H-B
- I-1
- I-2
- O-I
- PRD
- R-1

Applicant: Anthony Dorsey
Tax Parcel #: 00032 001018E
Location: 910 West Ridge Road
Commission District 4

HALL COUNTY
GEORGIA
We have it all in Hall

Date Prepared: 5/19/2026



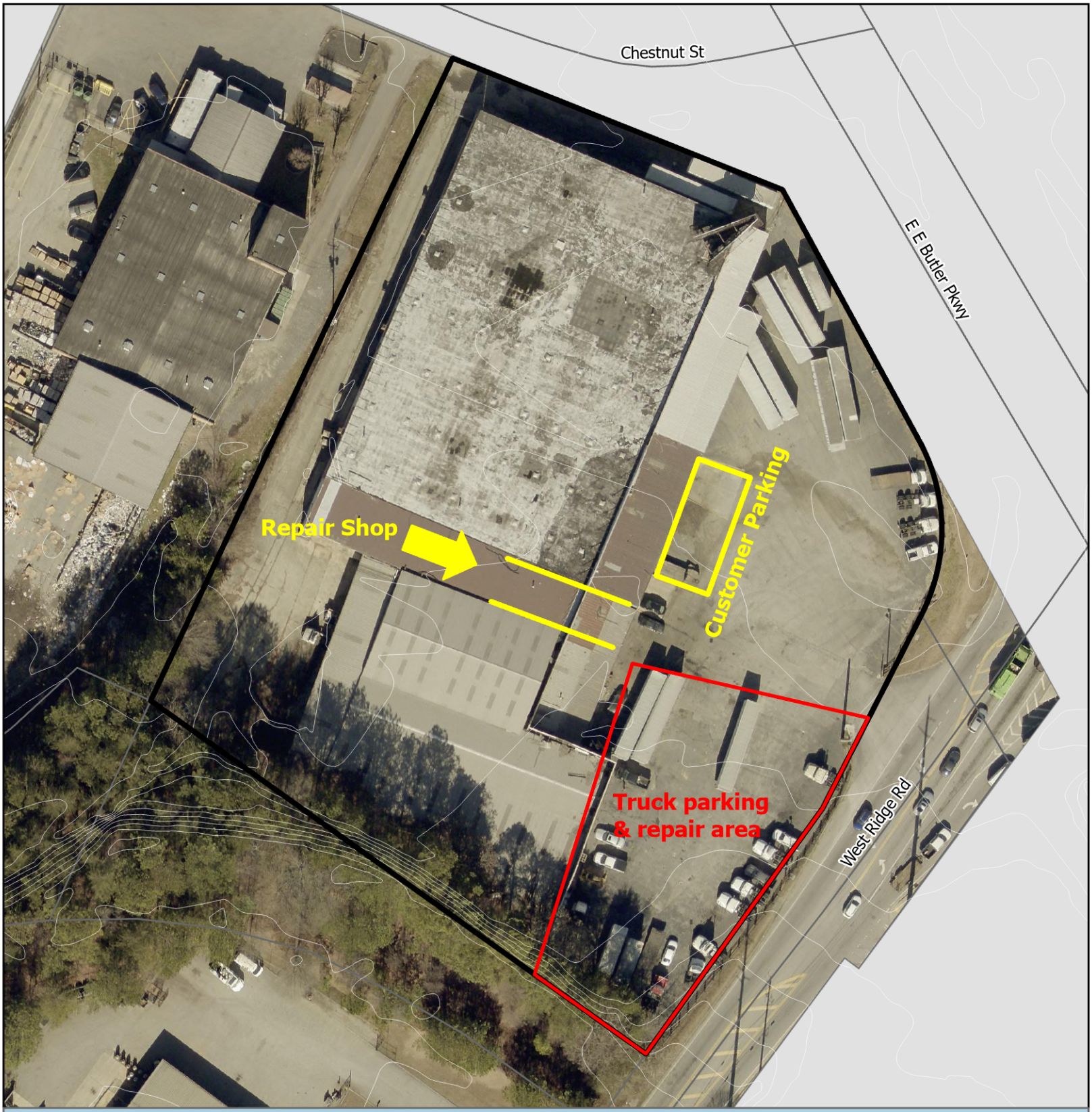
Utilities Map

- Private of Other System
- Waterline
- Preliminary Waterline
- Gainesville Forcemain
- Gainesville Sewerlines
- Subject Area
- City Limits

Applicant: Anthony Dorsey
Tax Parcel #: 00032 001018E
Location: 910 West Ridge Road
Commission District 4

HALL COUNTY
GEORGIA
We have it all in Hall

Date Prepared: 5/19/2026



Site Plan & Aerial Map

Subject Area
City Limits
parcel

Applicant: Anthony Dorsey
Tax Parcel #: 00032 001018E
Location: 910 West Ridge Road
Commission District 4

HALL COUNTY
GEORGIA
We have it all in Hall

Date Prepared: 5/19/2026

ELEVATION
910 WEST RIDGE ROAD





FILED & RECORDED 10/09/2020 1:36 PM
DEED BOOK 8615 PAGES 341 - 343
FILING FEES: $25.00
PT61: 069-2020-007863 TRANSFER TAX: $0.00
RECORDED BY: NB
CLERK: Charles Baker, C.S.C Hall County, GA

STATE OF GEORGIA,
COUNTY OF HALL.

Return to
McCormack Law Firm
1730 Thompson Bridge Road
Gainesville, GA 30501

QUIT CLAIM DEED

THIS INDENTURE made this 22nd day of September 2020, by and between **RON HOLLIS FAMILY ENTERPRISES, LLLP** party of the first part, hereinafter referred to as "Grantor", **BRIAN HOLLIS PROPERTIES, LLC,** party of the second part hereinafter referred to as "Grantee", the words "Grantor" and "Grantee" to include the neuter, masculine, and feminine genders, the singular and the plural:

WITNESSETH:

FOR AND IN CONSIDERATION of Ten Dollars ($10.00) and other good and valuable consideration delivered to Grantor by Grantee at and before the execution, sealing and delivery hereof, the receipt and sufficiency of which is hereby acknowledged, the Grantor has and hereby does remise, convey, and forever quitclaim unto Grantee and the heirs, legal representatives, successors and assigns of Grantee:

All that tract or parcel of land as more particularly described on the attached Exhibit "A", which is incorporated herein by reference, and made a part hereof.

This being the same property described in a Quit Claim Deed dated March 17, 2015 from Ronald Eugene Hollis, Sr., as Trustee of the Credit Shelter Trust U/W of Jamie M. Hollis to Ron Hollis Family Enterprises, LLLP recorded on August 31, 2015 in Deed Book 7576, Pages 641-643, Hall County, Georgia Deed Records.

The purpose of this Quit Claim Deed is to release all of Grantor's interest in and to the property described on the attached Exhibit "A" to Grantee.

NO TITLE WORK PERFORMED

TO HAVE AND TO HOLD said tract or parcel of land in order that neither Grantor nor any person claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to said land or any of the rights, members and appurtenances thereof.

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

RON HOLLIS FAMILY ENTERPRISES, LLLP

WITNESS

BY: _____ (SEAL)
BRIAN HOLLIS, General Partner

NOTARY PUBLIC

LEE ANN JAMES NOTARY PUBLIC HALL COUNTY, GEORGIA MY COMMISSION EXPIRES 10-13-2023

EXHIBIT "A"

All that tract or parcel of land more particularly described as follows:

BEGINNING at an iron pin at the intersection of the southwesterly right of way of Chestnut Street and northwesterly right of way line of Ridge Road for a distance of 500 feet to and iron pin; thence N54°15'W, 345 feet to an iron pin; thence N24°44'E, 404.2 feet to an iron pin in the southwesterly right of way line of Chestnut Street; thence S68°00'E, along the southwesterly right of way line of Chestnut Street to the point of beginning. Said parcel of land containing 174,020 square feet or 3.995 acres, more or less, and being substantially located as shown on a survey prepared by Patton-Pless & Associates, dated May 11, 1966, attached hereto and made a part hereof; and being a portion of the land acquired by Seaboard Air Line Railroad Company from Howard Fuller and Joan Fuller Jackson by deed dated April 1, 1963, recorded in Deed Book 261, recorded in Deed Book 261, page 472 of the Hall County, Georgia, Deed Records.

This also being the same property as conveyed to West Cash & Carry Building Materials of Gainesville, Georgia, Inc., by Warranty Deed dated October 31, 1967 and recorded in Deed Book 358, page 441 of Hall County, Georgia, Deed Records.

This also being the same property as described in a Limited Warranty Deed dated May 14, 2001 from West Equipment Company to Ronald E. Hollis, Sr., and Jamie Hollis as recorded in Deed Book 3887, pages 659-662 of the Hall County, Georgia, Deed Records.

This being the same property as described in an Assent to Devise dated December 31, 2013 from Jamie M. Hollis to Ronald Eugene Hollis, as Trustee of the Credit Shelter Trust U/W of Jamie M. Hollis recorded on April 30, 2014 in Deed Book 7357, pages 739-741 Hall County, Georgia Deed Records.

GEORGIA DEPARTMENT OF PUBLIC HEALTH
District 2 Public Health

Hall County Environmental Health

Location: 2875 Browns Bridge Road, Gainesville, GA 30504
Mailing Address: P. O. Box 5901, Gainesville, GA 30504
PH: 770-531-3973 • www.phdistrict2.org

Banks, Dawson, Forsyth, Franklin, Habersham, Hall, Hart, Lumpkin, Rabun, Stephens, Towns, Union and White Counties

To: Katie Ahmed, Director of Planning and Zoning

From: Hall County Environmental Health Department

Date: May 19, 2026

Subject: June 25, 2026 Hall County Board of Commissioners Meeting – Planning Items

Environmental Health has reviewed the Planning items listed below for the above referenced meeting. Please be advised that Environmental Health comments are based upon information provided by the applicant and current regulations and policies. If the information, site conditions, regulations, and/or policies, etc. change after comments are provided, these recommendations/comments will be invalidated. The comments provided are not considered approval. Furthermore, Board of Commissioners approval does not constitute Environmental Health approval.

* 910 West Ridge Road, Dorsey: No comment. Public Sewer.

* 4431 Jim Hood Road/4474 Highland Road, Henderson: The entire development must be developed on public sewer or EPD permitted sewage treatment system. No onsite sewage management systems to be permitted by Environmental Health. 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.

Outlook

RE: June 25, 2026 Board of Commissioners Planning Items Tentative Packets

From Hash, Christopher M <CHash@dot.ga.gov>
Date Mon 5/18/2026 10:38 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Cc Dorminey, Madison N <mdorminey@dot.ga.gov>; Lynn Taylor (Planning) <ltaylor@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 Kaitlyn,

Please see the below responses in red.

Thanks,

Christopher Hash, P.E.
D1 Traffic Operations Supervisor

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 15, 2026 1:43 PM
Subject: June 25, 2026 Board of Commissioners Planning Items Tentative Packets

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

Good afternoon,

The Tentative Planning Items for the June 25, 2026, Hall County Board of Commissioners Voting Meeting are now available and have been sent either on Teams or SendThisFile. For consistency, please submit your comments in memorandum format. We would greatly appreciate it. Please note that late comments may not be included in the staff report.

Reminder: These items will be discussed at next week's Development Review meeting.

When submitting comments, be sure to include:
• Applicant's name
• Property address
• Your corresponding comment

Comments are due Wednesday, May 27, 2026.

Please email all comments to:
• Lynn – ltaylor@hallcounty.org
• Kaitlyn – kelliott@hallcounty.org

910 West Ridge Road | **Special Use** | for Vehicle Repair, Major in GCOD | on a 3.53± acre tract located on the west corner of the intersection of West Ridge Road and E E Butler Parkway | Zoned I-2; Tax Parcel 00032 001018E | **Proposed Use: Vehicle repair, major** | Commission District 4 | **Anthony Dorsey, applicant**

• Anthony Dorsey
• 910 West Ridge Road
• Off-System, no impacts expected to the State Route

~~**6029 Bluewater Boulevard | Special Use** | to amend conditions of zoning | on a 0.88± acre tract located on the east side of Bluewater Boulevard approximately 766 feet from its intersection with Grant Ford Road | Zoned PRD(C); Tax Parcel 10010 000071 | **Proposed Use: Remove undisturbed vegetative buffer requirement for lot 65** | Commission District 2 | **Alexia Williams and John Perrin, applicants**~~

4431 Jim Hood Road & 4474 Highland Road | **Rezone** | from Agricultural Residential (AR-1) and Vacation Cottage (V-C) to Residential (R-1)/ Conservation Subdivision (CS) | on a combined 38.83± acre tract located at the northwest corner of the intersection of Jim Hood Road and Highland Road | Zoned AR-1 & V-C; Tax Parcels 12002 000001A; 12001 000006 (pt) | **Proposed Use: 56-lot single-family subdivision** | Commission District 3 | **Kent Henderson, applicant**

• Kent Henderson
• 4431 Jim Hood Road & 4474 Highland Road
• Off-System, no impacts expected to the State Route

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.

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

DIRECTOR
Jorge Gomez, P.E.

Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

M E M O R A N D U M

To: Katie Ahmed, Planning and Zoning Director

From: Jorge Gomez, Director of Public Works and Utilities

Date: May 22, 2026

Subject: June 25, 2026
Board of Commissioners Agenda

Please be advised that our office has reviewed the Hall County Board of Commissioners' agenda for the June 25, 2026, meeting. Upon review, we provide the following comments.

910 West Ridge Road | Special Use | for Vehicle Repair, Major in GCOD | on a 3.53± acre tract located on the west corner of the intersection of West Ridge Road and E E Butler Parkway | Zoned I-2; Tax Parcel 00032 001018E | Proposed Use: Vehicle repair, major | Commission District 4 | Anthony Dorsey, applicant

- **Engineering**: No comment
- **Traffic:** The proposed use will not increase traffic volumes from previous use. No changes to the driveway operation are required.
- **Utilities:** No comment. Property is not located in Hall County sewer delivery area.

4431 Jim Hood Road & 4474 Highland Road | Rezone | from Agricultural Residential (AR-1) and Vacation Cottage (V-C) to Residential (R-1)/ Conservation Subdivision (CS) | on a combined 38.83± acre tract located at the northwest corner of the intersection of Jim Hood Road and Highland Road | Zoned AR-1 & V-C; Tax Parcels 12002 000001A; 12001 000006 (pt) | Proposed Use: 56-lot single-family subdivision | Commission District 3 | Kent Henderson, applicant

- **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development that meets stormwater thresholds for impervious surfaces and/or disturbed acreage. Show stream buffer and impervious setback from wrested vegetation, not centerline of stream.
  Show FEMA and Hall County studied Flood plains that are present on site.
- **Traffic:** All development roadways shall comply with the appropriate Hall County traffic/Engineering standard, for example TE-1 for a residential typical section with curb and gutter and no sidewalk. The

driveway shall comply. At a minimum, with TE-21 intersection sight for drivers and roadways, TE-22/ stopping sight distance for drives and roadways and TE-23/Typical driveway/Roadways with decel lane.

- **Utilities:** No comment. Development is going to be served by a private sewer system. Private sewer systems shall be reviewed and approved by Georgia EPO.

Hall County Government
FIRE RESCUE

POST OFFICE BOX 907730
GAINESVILLE, GA 30501

t: 770.531-6838 | f: 770.531.6845

FIRE CHIEF
Jerry Smith

To: Katie Ahmed, Director of Planning and Zoning
From: Hall County Fire Marshal's Office
Date: 5/15/26
Subject: Date Hall County Board of Commissioners meeting – Planning Items – 6-25-2026 BOC Fire Comments
Please be advised that our office has reviewed the Planning items forwarded to the Hall County Board of Commissioners for consideration at the 6/25/26 meeting. Upon review, we provide the following comments.

910 West Ridge Road | **Special Use** | for Vehicle Repair, Major in GCOD | on a 3.53± acre tract located on the west corner of the intersection of West Ridge Road and E E Butler Parkway | Zoned I-2; Tax Parcel 00032 001018E | **Proposed Use: Vehicle repair, major** | Commission District 4 | **Anthony Dorsey, applicant**

The Hall County Fire Marshal's Office has no comments as proposed.

4431 Jim Hood Road & 4474 Highland Road | **Rezone** | from Agricultural Residential (AR-1) and Vacation Cottage (V-C) to Residential (R-1)/ Conservation Subdivision (CS) | on a combined 38.83± acre tract located at the northwest corner of the intersection of Jim Hood Road and Highland Road | Zoned AR-1 & V-C; Tax Parcels 12002 000001A; 12001 000006 (pt) | **Proposed Use: 56-lot single-family subdivision** | Commission District 3 | **Kent Henderson, applicant**

The Hall County Fire Marshal's Office has no comments as proposed.

Regards,

John Hornick, NPQ Fire Service Plans Examiner 1

Lieutenant, Hall County Fire Rescue

Hall County Government

Main: 770-531-6838 | Cell: 404-597-0083

Website: www.Hallcounty.org

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

Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
BUSINESS LICENSE DIVISION

To: Katie Ahmed, Director of Planning and Zoning

From: Brandi Smith, Business License Director

Date: 05/15/2026

Subject: June 25, 2026 Hall County Board of Commissioners meeting- Planning Items

---

Please be advised that our office has reviewed the Planning items forwarded to the Hall County Board of Commissioners for consideration at the June 25, 2026 meeting. Upon review, we provide the following comments.

- 910 West Ridge Road- Anthony Dorsey
  - Mr. Dorsey has already submitted his business license application previously, which was denied. Upon approval of this item, we can re-submit the application for approval.

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

HALL COUNTY
GEORGIA
We have it all in Hall

PUBLIC NOTICE REQUIREMENTS

Zoning regulations require that public notice must be given prior to all zoning hearings as follows:

1. The Planning Department shall publish a legal advertisement no less than fifteen (15) days and no more than forty-five (45) days prior to the public hearing.

2. The Planning Department shall send notification by letter of all other property owners within a 500-foot radius of the applicant's property, 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 29, 2026 AND NO LATER THAN JUNE 03, 2026.

THE ORGINAL SIGNED AFFIDAVIT MUST BE RETURNED TO THE PLANNING DEPARTMENT NO LATER THAN JUNE 03, 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, ANTHONY DORSEY (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** 6-2-2026 (Date) **for** Anthony Dorsey (Name application filed as).

Signature Anthony Dorsey (The original document is required)

Revised September 2021


53'
ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY
APPLICANT: ANTHONY DORSEY
REQUEST: SPECIAL USE FOR VEHICLE REPAIR, MAJOR IN GOOD
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: N/A
Time: N/A
COUNTY COMMISSION
Date: JUNE 25, 2026
Time: 6:00 P.M.
HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA
FOR MORE INFORMATION CALL: (770) 531-6809


ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY
APPLICANT: ANTHONY DORSEY
REQUEST: SPECIAL USE FOR VEHICLE REPAIR, MAJOR IN GCOD
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: N/A
Time: N/A
COUNTY COMMISSION
Date: JUNE 25, 2026
Time: 6:00 P.M.
HALL COUNTY GOVERNMENT CENTER, 2875 BRUNSWICK BRIDGE ROAD, GAINESVILLE, GA
FOR MORE INFORMATION CALL: (770) 531-6809

AGENDA ITEM

Planning & Zoning

REPORT TO: **Work Session (06/22/26)**

REPORT TO: **Voting Meeting (06/25/26)**

ITEM NO: 415/2026

SUBJECT: Approve the Transmittal of a minor update to the Hall County Forward 2045 Comprehensive Plan to the Georgia Mountains Regional Commission.

Meetings:

Work Session Date: 06/22/26 **Voting Meeting Date:** 06/25/26

Executive Summary:

Presenter: KA

Recommendation:
Approve.

Purpose of Request:
Approve the Transmittal of a minor update to the Hall County Forward 2045 Comprehensive Plan to the Georgia Mountains Regional Commission.

History:

Facts and Issues:

Options:

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

Approvals:

Submit	Approve	Budget	Finance
KE	KA	JM	TS

Attorney	Administration	Clerk
AD	AD	AD

Attachments:
Transmittal Letter
Board Memo
Comprehensive Plan - Redline Version
Comprehensive Plan - Clean
Draft - Comprehensive Plan Update

Hall County Government
BOARD OF COMMISSIONERS

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

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8288

CHAIRMAN
David Gibbs

Kathy L. Cooper, District 1
Billy Powell, District 2
Gregg Poole, District 3
Jeff Stowe, District 4

INTERIM
COUNTY ADMINISTRATOR
John T. Gentry, Jr.

ASSISTANT
COUNTY ADMINISTRATOR
Casey Ramsey

COUNTY CLERK
Jennifer Rivera

June 18, 2026

Planning Department
Georgia Mountains Regional
Commission PO Box 1720
Gainesville, GA 30503

RE: Minor Comprehensive Plan Update

Dear Planning Director,

Our County has completed a minor update of its comprehensive plan in accordance with the Minimum Standards and Procedures for Local Comprehensive Planning and is hereby submitting it with this letter for review by the Georgia Mountains Regional Commission and the Department of Community Affairs.

I certify that during the planning process we held the required public hearings and strived to involve key stakeholders in development of the plan in a manner appropriate to our community's dynamics and resources.

If you have any questions concerning our submittal, please contact Katie Ahmed, Director of Planning and Zoning, at 770-297-2649.

Sincerely,

David Gibbs
Chairman
Hall County Board of Commissioners

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809

PLANNING AND ZONING
DIRECTOR
Katie Ahmed

Hall County Government
PLANNING AND ZONING

To: David Gibbs, Chairman
Kathy Cooper, District 1 Commissioner
Billy Powell, District 2 Commissioner
Gregg Poole, District 3 Commissioner
Jeff Stowe, District 4 Commissioner

From: Katie G. Ahmed, Planning and Zoning Director

Date: June 18, 2026

Subject: **Hall County Minor Comprehensive Plan Update - 2026**

Dear Commissioners,

The purpose of this memo is to request authorization from the Hall County Board of Commissioners to transmit the proposed minor Hall County Comprehensive Plan update to the Georgia Mountains Regional Commission (GMRC) and the Georgia Department of Community Affairs (DCA) for review in accordance with the Georgia Planning Act and applicable state planning requirements.

As part of the County's ongoing planning efforts in conjunction with the proposed updates to the Hall County Unified Development Code (UDC), staff has prepared a minor amendment to the Comprehensive Plan to refine portions of the adopted plan for clarity, consistency, and alignment with the County's long-term planning objectives. The proposed amendment is intended to ensure that the Comprehensive Plan continues to serve as an effective policy guide.

The proposed amendment was developed through a comprehensive planning process. As part of the process, staff conducted public outreach efforts that included three community meetings, online engagement opportunities, and public comment periods. Feedback received through these efforts helped identify community priorities, concerns, and opportunities that informed the proposed revisions.

Summary of Proposed Amendment
The proposed Minor Amendment includes updates and refinements to various components of the Comprehensive Plan, including:

- Revision of the Guiding Statement of the document
- Inclusion of two new zoning districts to align with the proposed Unified Development Code update.
- Revisions to character area descriptions and future development guidance where appropriate.

The proposed revisions are intended to strengthen the Comprehensive Plan and align with the proposed Unified Development Code updates while maintaining consistency with the County's long-term vision and planning objectives.

Revisions Following Public Review and Comment
Following release of the public review draft, additional comments and recommendations were received from the community. Based on the feedback received, several revisions have been incorporated into the proposed amendment prior to transmittal. These revisions include:

- Defining urbanized areas and incorporating an urbanized areas map
- Defining Activity Centers

Staff believes these revisions improve the overall quality and effectiveness of the Comprehensive Plan while remaining consistent with the goals and vision established through the public engagement process.

If you have any questions concerning this minor update, please contact Katie Ahmed at 770-297-2649 or kahmed@hallcounty.org.

Sincerely,

Katie Ahmed
Director of Planning and Zoning

The New Unified Development Code

Concurrent with the development of *Hall County Forward*, the county's zoning ordinance, subdivision regulations, and stormwater regulations were updated and consolidated into a UDC. The process to update the UDC involved auditing and improving the existing regulations to:

- Make the code easier to understand.
- Update outdated terms and references.
- Consolidate uses into a single table.
- Add graphics and diagrams for clarity.
- Update and consolidate definitions.
- Reorganize regulations.
- Update legal provisions.

New Zoning Districts

The process also included eliminating unused zoning districts and overlays and creating new districts to align with evolving development types. New districts include the Agricultural General (AG-1) district, Residential Mixed (R-X),Mixed-Use (M-U), Residential Single-Family Detached (R-SF) and Residential Single-Family Attached (R-TH) described below.



Agricultural General (AG-1)

- Intended for areas that are largely undeveloped.
- Allows agricultural uses and limited commercial or entertainment that supports the preservation of agricultural lands.
- Allows single-family residential.
- Minimum 5-acre lots.



Residential Mixed (R-X)

- Intended for moderate-density residential development in urbanized areas, near cities, and within planned growth areas.
- Allows a mix of residential housing types within a unified development, including single-family, two-family, townhomes, and cottage courts.
- Would require at least two different housing types in a development, with at least 20% of each type.
- Supports flexible neighborhood design and diverse housing opportunities.



Mixed-Use (M-U)

- Intended for activity centers and urbanized areas near cities and planned growth areas or for a mixture of uses that would otherwise be required in separate zoning districts.
- Allows integrated residential and non-residential uses within a unified development, including commercial, office, and limited industrial uses.
- Requires transportation best practices and places a high priority on site specific pedestrian enhancements.Residential density and proposed development type is established during the rezoning process and guided by the UDC, Comprehensive Plan and Future Land Use Map.

DRAFT

Residential Single-Family Detached(R-SF)

- Intended for moderate-density single-family residential development in urbanized and planned growth areas.
- Allows single-family detached housing on smaller lots served by public water and sewer.
- Supports efficient suburban development patterns and expanding housing opportunities.

Residential Single-Family Attached (R-TH)

- Intended for moderate-density attached residential development in urbanized and planned growth areas.
- Allows townhome developments served by public water and sewer.
- Supports compact housing options and efficient land utilization

DRAFT

FUTURE LAND USE STRATEGY

Approach

As Hall County continues to grow and develop, the County will need a solid, flexible, and sustainable approach to future development that establishes:

- Where new development should be prioritized.
- The location of new land uses.
- How to determine the appropriateness of new development.

This strategy breaks down the county into six character areas that correspond to the Planning Areas established in the 2017 Comprehensive Plan and used throughout this planning process. Some minor adjustments were made to the boundaries to better correspond with the county's geography. These character areas are intended to give the County direction as to if a proposed development (or redevelopment) would be appropriate.

For each character area, there is a map, a narrative that should be prioritized, a list of appropriate future land use designations (refer to pages 161-167), a list of appropriate zoning districts should there be rezonings, and a curated list of recommended implementation measures.

The Comprehensive Plan & UDC Connection

Hall County's Unified Development Code (UDC) zoning districts are guided by the Comprehensive Plan. A municipality's zoning ordinance is considered to be in accordance with the comprehensive plan if land use types and intensities are compatible with the goals, objectives, strategies, and land uses specified by the Comprehensive Plan. The zoning code should not be contradictory to the Comprehensive Plan nor prevent its implementation. This is important when property owners need to rezone their property to undertake new development. If the plan for a development does not line up with the vision of the Comprehensive Plan, the County's planners and Board of Commissioners (BOC) have the authority to not grant the rezoning. The table on page 159 shows the UDC zoning districts that are most compatible with the future land uses outlined by this Comprehensive Plan.

Guiding Statement for Use of the Future Land Use Map

The Future Land Use (FLU) Map is intended to guide Hall County staff, officials, and applicants in evaluating the appropriateness of zoning proposals. All rezoning requests should be reviewed for consistency with the FLU Map and assessed using the following criteria to determine whether the proposed land use is suitable for the location and supportive of Hall County's long-term planning goals. Evaluation of zoning proposals should consider:

- Compatibility with surrounding land uses and the intent of the adopted FLU category.
- Availability and capacity of existing infrastructure, including public water and sewer service.
- Roadway conditions, including the ability of adjacent and nearby roads to accommodate increased traffic volumes and changes in traffic type or intensity.
- Potential impacts on public safety, schools, and other community services.
- Alignment with adopted plans, policies, and implementation items identified in the Community Work Program (CWP).
- Whether the proposal supports orderly and efficient development patterns consistent with the Comprehensive Plan.

The FLU Map is a policy guide, not a regulatory document. Staff should use these criteria to evaluate the appropriateness of each request and determine whether the proposal aligns with the vision and objectives established in the Comprehensive Plan.

DRAFT

The New Unified Development Code

Concurrent with the development of this Comprehensive Plan, the County's zoning ordinance, subdivision regulations, and stormwater regulations were being rewritten into an UDC. The process to update the UDC involved cleaning up the existing regulations to:

- Make the code easier to understand.
- Update outdated terms and references.
- Consolidate uses into a single table.
- Add graphics and diagrams for clarity.
- Update and consolidate definitions.
- Reorganize regulations.
- Update legal provisions.

New Zoning Districts

The process also included deleting unused zoning districts and overlays and creating new districts to align with evolving development types. New districts include the Agricultural General (AG-1) district, Residential Mixed (R-X) district, and Mixed-Use (M-U) district.



Agricultural General (AG-1)

Intended for areas that are largely undeveloped.

Allows agricultural uses and limited commercial or entertainment that supports the preservation of agricultural lands.

Allows single-family residential.

Minimum 5-acre lots.



Residential Mixed (R-X)

Intended for moderate-density residential development in urbanized areas, near cities, and within planned growth areas.

Allows a mix of residential housing types within a unified development, including single-family, two-family, townhomes, and cottage courts.

Would require at least two different housing types in a development, with at least 20% of each type.

Supports flexible neighborhood design and diverse housing opportunities.



Mixed-Use (M-U)

Intended for activity centers and urbanized areas near cities and planned growth areas or for a mixture of uses that would otherwise be required in separate zoning districts

Allows integrated residential and non-residential uses within a unified development, including commercial, office, and limited industrial uses.

Requires transportation best practices and places a high priority on site specific pedestrian enhancements.

Residential density and proposed development type is established

DRAFT

during the rezoning process and guided by the UDC, Comprehensive Plan and Future Land Use Map.

Residential Single-Family Detached(R-SF)

Intended for moderate-density single-family residential development in urbanized and planned growth areas.

Allows single-family detached housing on smaller lots served by public water and sewer.

Supports efficient suburban development patterns and expanding housing opportunities.

Residential Single-Family Attached (R-TH)

Intended for moderate-density attached residential development in urbanized and planned growth areas.

Allows townhome developments served by public water and sewer.

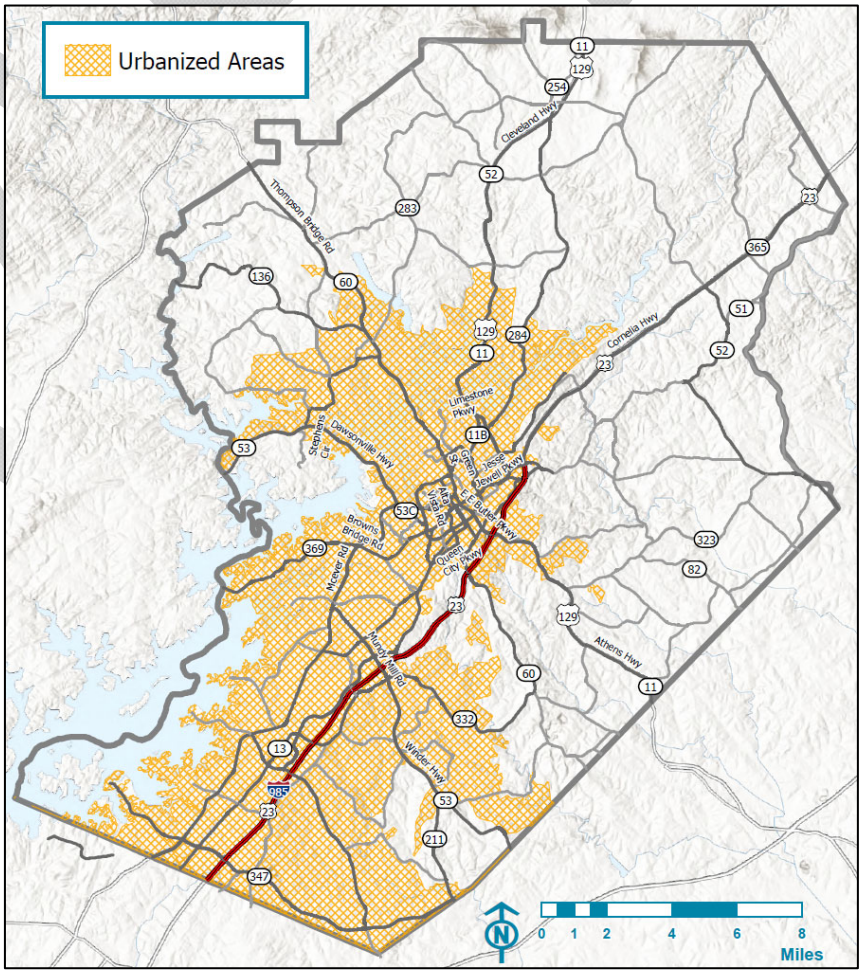
Supports compact housing options and efficient land utilization.

DRAFT

Activity Centers and Urbanized Area

- ***Activity Centers***
    - Activity Centers are locations of concentrated economic, commercial, civic, and residential activity that serve as local hubs for surrounding areas. These areas typically contain a mix of uses, including retail, office, employment, housing, public facilities, and recreational opportunities. Activity Centers are intended to support coordinated growth by encouraging high-quality development, walkability, interconnected transportation networks, public gathering spaces, and a distinct sense of place. Depending on their size and function, Activity Centers may serve neighborhoods, communities, or the broader region.
    - Activity Centers are generally located within or adjacent to Urbanized Areas and along major transportation corridors

- ***Urbanized Area***
    - Urbanized Areas are characterized by existing higher-density development patterns, access to infrastructure, and concentrations of population and employment. Urbanized Areas are identified using the Urbanized Area boundary established by the U.S. Census Bureau, which generally consists of contiguous developed areas containing at least 5,000 residents or 2,000 housing units.
    - The Urbanized Area boundary provides a standardized planning framework for identifying locations where future growth, redevelopment, infrastructure investments, and economic development efforts may be most appropriately directed.



DRAFT

Future Land Use & Zoning Compatibility Table

Future Land Use	AG-1	AR-1	V-C	R-1-L	R-1	R-TF	R-SF	R-TH	R-X	R-MF	MHP	O-I	S-S	H-B	M-U	I-1	I-2	PD
Greenspace - Recreation	X	X	X	X	X	X					X							X
Greenspace - Conservation	X	X	X	X	X	X					X							X
Rural Agriculture	X	X		X														X
Rural Neighborhood	X	X		X														X
Lakeside Residential	X	X	X	X	X	L	L	L	L									X
Suburban Neighborhood, Low-Density	X	X	X	X	X													X
Suburban Neighborhood, Medium-Density	X	X	X	X	X	X	L	L	L									X
Suburban Multi-Family	X	X	X	X	X	X	X	X	X	L								X
Rural Scenic Nodes & Corridors	X	X										X	X					X
Business Nodes & Corridors												X	X	X	X	X		X
Employment Nodes & Corridors												X	X	X	X	X	L	X
Industrial																X	X	X
Inland Port																	X	X
Regional Activity Centers	L	L	L	L	L	L	L	L	L	L		X	X	X	X			X

X = Permitted

L = Limited to certain character areasNote: PD must comply with UDC and may not exceed the density of future land use or deviate from the vision of the future land use.

DRAFT

Rural Agricultural

Overview

These areas should consist of active farms and agricultural enterprises and very low-density, large-lot single-family residential up to 0.75 dwellings per acre. Development patterns may involve larger areas of undeveloped or cultivated land characterized by large distances between buildings and deep setbacks.

Appropriate Zoning Districts:

AG-1, AR-1, R-1-L, PD



Brookton Lula Road, Lula

Rural Neighborhood

Overview

These areas should consist of active farms and agricultural enterprises and low-density, large-lot single-family residential up to 0.75 dwellings per acre. These areas also consist of undeveloped lands likely to face development pressures for new residential or commercial development. Similar to Rural Agriculture, they should have deep setbacks and incorporate a high percentage of open space. Where it occurs, new development should preserve natural features, including tree canopy, waterways, and waterbodies.

Appropriate Zoning Districts:

AG-1, AR-1, R-1-L, PD



Gillsville Highway, Gillsville

DRAFT

Lakeside Residential

Overview

These areas are located near and adjacent to the edges of Lake Lanier and can range from low-density residential to resort-style multifamily. Lakeside Residential is intended to preserve established lakefront neighborhoods and create opportunities for permanent and vacation residences along and adjacent to the lake. While some of these areas are not located directly on the lake, they have a development pattern similar to their lakeside neighbors or are likely to see a style of development that is denser than Rural Neighborhood or slightly less dense than Suburban Neighborhood, Low Density. Depending on the character area and what zoning districts they allow, residential densities can be up to 8 dwellings per acre in urbanized zone and up to 2 dwellings per acre outside of urbanized zone.

Appropriate Zoning Districts:

AG-1, AR-1, R-1-L, V-C, R-1, R-TF, R-SF. R-TH, PD, R-X (limited)



Lake Lanier

Suburban Neighborhood, Low Density

Overview

These areas consist of low-density, detached single-family housing. In less developed areas of the county, they should be focused where there is existing water and sewer infrastructure, or where future infrastructure is expected to be located. Future infrastructure may be driven by the *Sewer System Master Plan & Rate Study* or by developers willing to fund access where it isn't already planned. Depending on the character area and what zoning districts they allow, residential densities can be up to 2 dwellings per acre where existing infrastructure is available.

Appropriate Zoning Districts:

AG-1, AR-1, R-1,R-1-L, V-C, PD



Bush Creek Court, Flowery Branch

DRAFT

Suburban Neighborhood, Medium

Overview

These areas consist of medium-density, single-family housing (attached or detached). They should be located where there is existing water and sewer infrastructure, or where future infrastructure is expected to be located. Future infrastructure may be driven by the *Sewer System Master Plan & Rate Study* or by developers willing to fund access where it isn't already planned. Depending on the character area and what zoning districts they allow, residential densities can be up to 2.5 dwellings per acre or up to 8 units per acre.

Appropriate Zoning Districts:

AG-1, AR-1, V-C, R-1-L, R-1, R- TF, R-SF (limited), R-TH (limited) R-X (limited), PD



Ridgewood Avenue, Gainesville

Suburban Multifamily

Overview

These areas consist of medium- to high-density housing including small-lot single-family detached housing, townhouses and other attached housing types, and multifamily. They should be situated in areas that have the road, water, and sewer infrastructure to support higher density development, or are expected to have it in the future. Residential densities can range from 2.5 dwellings to 18 dwellings per acre. In some cases, maximum density may be up to the discretion of the BOC through a special use permit.

Appropriate Zoning Districts:

AG-1, AR-1, V-C, R-1-L, R-1, R-TF, R-SF, R-TH, R-X, R-MF (limited), PD

* R-MF is not permitted outside of the urbanized zone.



Candler Court, Gainesville

DRAFT

Rural Scenic Nodes & Corridors

Overview

The county's rural roadways boast significant natural, historic, or cultural features, and scenic or pastoral views. To balance that with necessary growth, new development along these minor road corridors and intersections should be limited to low-intensity, small-scale commercial uses to serve nearby communities, and well as agricultural uses of all scales. Where there is residential development, the density should be up to 0.75 dwellings per acre.

Appropriate Zoning Districts:

AG-1, AR-1, O-I, S-S,H-B, PD



SR 283, Clermont

Business Nodes & Corridors

Overview

Many of the county's major roadways have strong connections to infrastructure, employment, and housing, making them desirable for larger scale commercial development. New development along these major road corridors and intersections should consist of higher-intensity commercial uses, and low-intensity, consumer-facing industrial uses that house businesses that serve nearby communities. Site designs should use the Quality Development Principals discussed earlier, particularly natural resource protections and high quality landscape installations, to the fullest extent possible.

Appropriate Zoning Districts:

O-I, S-S, H-B, M-U, I-1, PD



DRAFT

Employment Nodes & Corridors

Overview

Hall County has an economy that is not only strong, but continues to grow, necessitating a need for land that can accommodate both the uses and activity they will generate. These new employment nodes and corridors should consist of industrial and/or office uses housed in either formalized campuses or along major road corridors that have existing or future access to water and sewer.

Appropriate Zoning Districts:

O-I, M-U, S-S, H-B, I-1, I-2
, PD



Industrial

Overview

These areas include a mix of light and heavy industrial uses, as well as commercial uses that directly support the dominant business uses but are not appropriate for residential development.

Appropriate Zoning Districts:

O-I, M-U, H-B, I-1, I-2, PD



W. White Road

DRAFT

Inland Port

Overview

This area immediately surrounds the incoming Inland Port including the intermodal yard as well as the major freight corridors supporting the flow of goods. As the port develops, further land uses such as housing could be added as appropriate to support key employees of the port. All new development should also take the North Oconee Watershed environmental requirements into account.

Appropriate Zoning Districts:

I-2, PD



Regional Activity Nodes & Corridors

Overview

Regional Activity Nodes and Corridors are areas that either already bring visitors from the region or can support future development with a regional draw. New development in these areas should include a combination of retail, office, civic, and residential uses that can contribute to a live-work-play environment. This range of development types may not always be at the same intensity across the county: new development needs to be scaled in the context of the area's infrastructure capacity. New development should also emphasize high-quality building and site design, including dedicated open/civic space, walkability, and a sense of place. Where there is residential development, a maximum density of up to 16 dwellings per acre may be permitted at the discretion of the BOC.

Appropriate Zoning Districts:

R-SF (limited), R-TH (limited), R-X (limited), R-MF (limited),

O-I, S-S, H-B, M-U, PD



Stonebridge Village, Spout Springs

DRAFT

NORTH HALL

Tying It Back to Growth...

Under this future land use strategy, North Hall can expect up to 5,000 new households before 2050 if land is developed or redeveloped to the highest density allowed by zoning. To ensure quality of life, this means that:

- Hall County will need to build or set aside up to 100 additional acres of programmed parks and/or greenspace (assuming 8.5 acres per 1,000 new residents).
- Hall County Schools will need to accommodate between up to 2,000 additional students in this area.
- Anywhere between 1,800 and 7,000 additional vehicles will be on the roads (assuming 1.7 cars per new household).

Key Strategies

- Continue updating and implementing the North Hall Sewer System master plan.
- Continue working with the Town of Clermont to coordinate land use planning efforts, solve code enforcement issues on the town boundaries, and provide joint services.
- Continue to prioritize roadway improvements to US 129/Cleveland Highway and SR 60/Thompson Bridge Road.
- Prioritize higher density development along US 129/Cleveland Highway
- Work with broadband providers to expand internet access.
- Continue to protect greenspace.
- Consider constructing bike infrastructure for recreational cyclists.
- Create a nature preserve at Glade Farm.

North Hall Future Land Use & Zoning Compatibility Table

Future Land Use	AG-1	AR-1	V-C	R-1-L	R-1	R-TF	R-SF	R-TH	R-X	R-MF	MHP	O-I	S-S	H-B	M-U	I-1	I-2	PD
Greenspace - Recreation	X	X	X	X	X						X							X
Greenspace - Conservation	X	X	X	X	X						X							X
Rural Agriculture	X	X		X														X
Rural Neighborhood	X	X		X														X
Lakeside Residential	X	X	X	X	X													X
Rural Scenic Nodes & Corridors	X	X										X	X	X		X		X
Business Nodes & Corridors												X	X	X	X	X		X

MURRAYVILLE/SARDIS

Tying It Back to Growth...

Under this future land use strategy, Murrayville/Sardis can expect up to 5,300 new households before 2050 if land is developed or redeveloped to the highest density allowed by zoning. To ensure quality of life, this means that:

- Hall County will need to build or set aside up to 135 additional acres of programmed parks and/or greenspace (assuming 8.5 acres per new 1,000 residents).
- Hall County Schools will need to accommodate up to 2,500 additional students in this area.
- Anywhere between 1,800 and 7,000 additional vehicles will be on the road (assuming 1.7 cars per new household).

Key Strategies

- Continue to protect greenspace.
- Explore ways to expand infrastructure to Murrayville/Sardis to keep up with increased growth pressures while maintaining rural character.
- Until infrastructure can fully catch up to the demands of new development, limit new greenfield development.
- Prioritize higher density developments along SR 60/Thompson Bridge Road and at the intersection of the new Sardis Connector with SR 53/Dawsonville Highway.

Murrayville/Sardis Future Land Use & Zoning Compatibility

Future Land Use	AG-1	AR-1	V-C	R-1-L	R-1	R-TF	R-SF	R-TH	R-X	R-MF	MHP	O-I	S-S	H-B	M-U	I-1	I-2	PD
Greenspace - Recreation	X	X	X	X	X													X
Greenspace - Conservation	X	X	X	X	X													X
Rural Agriculture	X	X		X														X
Rural Neighborhood	X	X		X														X
Lakeside Residential	X	X	X	X	X													X
Business Nodes & Corridors												X	X	X	X	X		X
Rural Scenic Nodes & Corridors	X	X										X	X	X		X		X
Regional Activity Nodes & Corridors												X	X	X	X			X

GAINESVILLE AREA

Tying It Back to Growth...

Under this future land use strategy, the Gainesville area (not the City itself) can expect to see up to 16,500 new households before 2050 if land is developed or redeveloped to the highest density allowed by zoning. To ensure quality of life, this means that:

- Hall County will need to build or set aside up to 400 additional acres of programmed parks and/or greenspace (assuming 8.5 acres per 1,000 new residents).
- Hall County Schools will need to accommodate up to 8,000 additional students in this area.
- Up to 28,000 additional vehicles will be on the road (assuming 1.7 cars per new household).

Key Strategies

- Continue working with the City of Gainesville to coordinate land use planning efforts, solve code enforcement issues on the city boundaries, and provide joint services like water and sewer.
- Establish a joint program with the City of Gainesville to address housing attainability through the Georgia Initiative for Community Housing (GICH) program.
- Continue efforts to fully construct the Highlands to Islands Trails system.
- Ensure that new development along the new Sardis Connector fits in with the character of the surrounding area while meeting the needs of the community.
- Consider public/private partnerships to develop quality residential near the Sardis Connector.

Gainesville Area Land Use & Zoning Compatibility Table

Future Land Use	AG-1	AR-1	V-C	R-1-L	R-1	R-TF	R-SF	R-TH	R-X	R-MF	MHP	O-I	S-S	H-B	M-U	I-1	I-2	PD
Greenspace - Recreation	X	X	X	X	X						X							X
Greenspace - Conservation	X	X	X	X	X						X							X
Lakeside Residential	X	X	X	X	X	X	X	X	X									X
Suburban Neighborhood, Low-Density	X	X	X	X	X													X
Suburban Neighborhood, Medium-Density	X	X	X	X	X	X	X	X	X									X
Suburban Multi-Family	X	X	X	X	X	X	X	X	X	L								X
Business Nodes & Corridors												X	X	X	X	X		X
Employment Nodes & Corridors												X	X	X	X	X	X	X
Regional Activity Nodes & Corridors	X	X	X	X	X	X	X	X	X	L		X	X	X	X			X

EAST HALL

Key Strategies

- Continue updating and implementing the North Hall Sewer System master plan to ensure the success of new development in and around the Inland Port.
- Leverage the North Oconee Water Supply Watershed Protection Overlay District to continue environmental protection efforts.
- Conduct a corridor development study for SR 365/Cornelia Highway to determine optimal industrial capacity, the best industries to locate along them, the impacts to infrastructure, and propose alternative locations for new industry.
- Prioritize locating new parks and recreational facilities in this area.

East Hall Future Land Use & Zoning Compatibility Table

Future Land Use	AG-1	AR-1	V-C	R-1-L	R-1	R-TF	R-SF	R-TH	R-X	R-MF	MHP	O-I	S-S	H-B	M-U	I-1	I-2	PD
Greenspace - Recreation	X	X	X	X	X						X							X
Greenspace - Conservation	X	X	X	X	X						X							X
Rural Agriculture	X	X		X														X
Rural Neighborhood	X	X		X														X
Lakeside Residential	X	X	X	X	X													X
Suburban Neighborhood, Low-Density	X	X	X	X	X													X
Rural Scenic Nodes & Corridors	X	X										X	X	X		X		X
Business or Employment Nodes & Corridors												X	X	X	X	X		X
Employment Nodes & Corridors												X	X	X	X	X	X	X
Inland Port																	X	X

CHESTNUT MOUNTAIN/CANDLER

Tying It Back to Growth...

Under this future land use strategy, Chestnut Mountain/Candler can expect to see up to 18,000 new households before 2050 if land is developed or redeveloped to the highest density allowed by zoning. To ensure quality of life, this means that:

- Hall County will need to build or set aside up to 450 additional acres of programmed parks and/or greenspace (assuming 8.5 acres per new 1,000 residents).
- Hall County Schools will need to accommodate up to 8,500 additional students in this area.
- Anywhere between 12,500 and 31,000 additional vehicles will be on the roads (assuming 1.7 cars per new household).

Key Strategies

- Continue working with the Cities of Gainesville and the Town of Braselton to coordinate land use planning efforts, solve code enforcement issues and provide joint services where necessary.
- Prioritize the creation of new parks and recreational facilities in this area.
- Continue updating and implementing the South Hall Sewer System master plan.
- Continue to plan for commercial and industrial growth along SR 53 and SR 60/Candler Road.

Chestnut Mountain/Candler Future Land Use & Zoning Compatibility Table

Future Land Use	AG-1	AR-1	V-C	R-1-L	R-1	R-TF	R-SF	R-TH	R-X	R-MF	MHP	O-I	S-S	H-B	M-U	I-1	I-2	PD
Greenspace - Recreation	X	X	X	X	X						X							X
Greenspace - Conservation	X	X	X	X	X						X							X
Rural Neighborhood	X	X		X														X
Suburban Neighborhood, Low-Density	X	X	X	X	X													X
Suburban Neighborhood, Medium-Density	X	X	X	X	X	X	X	X	X									X
Rural Scenic Nodes & Corridors	X	X										X	X					X
Business Nodes & Corridors												X	X	X	X	X		X
Employment Nodes & Corridors												X	X	X	X	X	X	X
Industrial												X	X	X	X	X	X	X
Regional Activity Centers	X	X	X	X	X	X	X	X	X	L		X	X	X	X			X

SOUTH HALL

Tying It Back to Growth...

Under this future land use strategy, South Hall can expect to see up to 15,000 new households before 2050 if land is developed or redeveloped to the highest density allowed by zoning. To ensure quality of life, this means that:

- Hall County will need to build or set aside up to 400 additional acres of programmed parks and/or greenspace (assuming 8.5 acres per new 1,000 residents).
- Hall County Schools will need to accommodate up to 7,000 additional students in this area.
- Anywhere between 12,000 and 26,000 additional vehicles will be on the roads (assuming 1.7 cars per new household).

Key Strategies

- Continue working with the Cities of Flowery Branch, Oakwood, and Buford as well as the Town of Braselton to coordinate land use planning efforts, solve code enforcement issues and provide joint services where necessary.
- Continue updating and implementing the South Hall Sewer System master plan.
- Continue efforts to fully construct the Highlands to Islands Trails system and explore other opportunities for regional trail connections.
- Promote the construction of new sidewalk connections in new developments.
- Prioritize fixing transportation issues along McEver Road, Mundy Mill Road, SR 347/ Friendship Road, Spout Springs Road, and SR 13/Atlanta Highway.

South Hall Future Land Use & Zoning Compatibility Table

Future Land Use	AG-1	AR-1	V-C	R-1-L	R-1	R-TF	R-SF	R-TH	R-X	R-MF	MHP	O-I	S-S	H-B	M-U	I-1	I-2	PD
Greenspace - Recreation	X	X	X	X	X						X							X
Greenspace - Conservation	X	X	X	X	X						X							X
Rural Neighborhood	X	X		X														X
Lakeside Residential	X	X	X	X	X	X	X	X	X									
Suburban Neighborhood, Low-Density	X	X	X	X	X													X
Suburban Neighborhood, Medium-Density	X	X	X	X	X	X	X	X										X
Rural Scenic	X	X										X	X	X		X		X
Business Nodes & Corridors												X	X	X		X		X
Employment Nodes & Corridors												X	X	X	X	X	X	X
Industrial												X	X	X	X	X	X	X
Regional Activity Centers	X	X	X	X	X	X	X	X	X	L		X	X	X	X			X

The New Unified Development Code

Concurrent with the development of *Hall County Forward*, the county's zoning ordinance, subdivision regulations, and stormwater regulations were updated and consolidated into a UDC. The process to update the UDC involved auditing and improving the existing regulations to:

- Make the code easier to understand.
- Update outdated terms and references.
- Consolidate uses into a single table.
- Add graphics and diagrams for clarity.
- Update and consolidate definitions.
- Reorganize regulations.
- Update legal provisions.

New Zoning Districts

The process also included eliminating unused zoning districts and overlays and creating new districts to align with evolving development types. New districts include the Agricultural General (AG-1) district, Residential Mixed (R-X),Mixed-Use (M-U), Residential Single-Family Detached (R-SF) and Residential Single-Family Attached (R-TH) described below.



Agricultural General (AG-1)

- Intended for areas that are largely undeveloped.
- Allows agricultural uses and limited commercial or entertainment that supports the preservation of agricultural lands.
- Allows single-family residential.
- Minimum 5-acre lots.



Residential Mixed (R-X)

- Intended for moderate-density residential development in urbanized areas, near cities, and within planned growth areas.
- Allows a mix of residential housing types within a unified development, including single-family, two-family, townhomes, and cottage courts.
- Would require at least two different housing types in a development, with at least 20% of each type.
- Supports flexible neighborhood design and diverse housing opportunities.



Mixed-Use (M-U)

- Intended for activity centers and urbanized areas near cities and planned growth areas or for a mixture of uses that would otherwise be required in separate zoning districts.
- Allows integrated residential and non-residential uses within a unified development, including commercial, office, and limited industrial uses.
- Requires transportation best practices and places a high priority on site specific pedestrian enhancements.Residential density and proposed development type is established during the rezoning process and guided by the UDC, Comprehensive Plan and Future Land Use Map.

DRAFT

Residential Single-Family Detached(R-SF)

- Intended for moderate-density single-family residential development in urbanized and planned growth areas.
- Allows single-family detached housing on smaller lots served by public water and sewer.
- Supports efficient suburban development patterns and expanding housing opportunities.

Residential Single-Family Attached (R-TH)

- Intended for moderate-density attached residential development in urbanized and planned growth areas.
- Allows townhome developments served by public water and sewer.
- Supports compact housing options and efficient land utilization

DRAFT

FUTURE LAND USE STRATEGY

Approach

As Hall County continues to grow and develop, the County will need a solid, flexible, and sustainable approach to future development that establishes:

- Where new development should be prioritized.
- The location of new land uses.
- How to determine the appropriateness of new development.

This strategy breaks down the county into six character areas that correspond to the Planning Areas established in the 2017 Comprehensive Plan and used throughout this planning process. Some minor adjustments were made to the boundaries to better correspond with the county's geography. These character areas are intended to give the County direction as to if a proposed development (or redevelopment) would be appropriate.

For each character area, there is a map, a narrative that should be prioritized, a list of appropriate future land use designations (refer to pages 161-167), a list of appropriate zoning districts should there be rezonings, and a curated list of recommended implementation measures.

The Comprehensive Plan & UDC Connection

Hall County's Unified Development Code (UDC) zoning districts are guided by the Comprehensive Plan. A municipality's zoning ordinance is considered to be in accordance with the comprehensive plan if land use types and intensities are compatible with the goals, objectives, strategies, and land uses specified by the Comprehensive Plan. The zoning code should not be contradictory to the Comprehensive Plan nor prevent its implementation. This is important when property owners need to rezone their property to undertake new development. If the plan for a development does not line up with the vision of the Comprehensive Plan, the County's planners and Board of Commissioners (BOC) have the authority to not grant the rezoning. The table on page 159 shows the UDC zoning districts that are most compatible with the future land uses outlined by this Comprehensive Plan.

Guiding Statement for Use of the Future Land Use Map

The Future Land Use (FLU) Map is intended to guide Hall County staff, officials, and applicants in evaluating the appropriateness of zoning proposals. All rezoning requests should be reviewed for consistency with the FLU Map and assessed using the following criteria to determine whether the proposed land use is suitable for the location and supportive of Hall County's long-term planning goals. Evaluation of zoning proposals should consider:

- Compatibility with surrounding land uses and the intent of the adopted FLU category.
- Availability and capacity of existing infrastructure, including public water and sewer service.
- Roadway conditions, including the ability of adjacent and nearby roads to accommodate increased traffic volumes and changes in traffic type or intensity.
- Potential impacts on public safety, schools, and other community services.
- Alignment with adopted plans, policies, and implementation items identified in the Community Work Program (CWP).
- Whether the proposal supports orderly and efficient development patterns consistent with the Comprehensive Plan.

The FLU Map is a policy guide, not a regulatory document. Staff should use these criteria to evaluate the appropriateness of each request and determine whether the proposal aligns with the vision and objectives established in the Comprehensive Plan.

DRAFT

The New Unified Development Code

Concurrent with the development of this Comprehensive Plan, the County's zoning ordinance, subdivision regulations, and stormwater regulations were being rewritten into an UDC. The process to update the UDC involved cleaning up the existing regulations to:

- Make the code easier to understand.
- Update outdated terms and references.
- Consolidate uses into a single table.
- Add graphics and diagrams for clarity.
- Update and consolidate definitions.
- Reorganize regulations.
- Update legal provisions.

New Zoning Districts

The process also included deleting unused zoning districts and overlays and creating new districts to align with evolving development types. New districts include the Agricultural General (AG-1) district, Residential Mixed (R-X) district, and Mixed-Use (M-U) district.



Agricultural General (AG-1)

Intended for areas that are largely undeveloped.

Allows agricultural uses and limited commercial or entertainment that supports the preservation of agricultural lands.

Allows single-family residential.

Minimum 5-acre lots.



Residential Mixed (R-X)

Intended for moderate-density residential development in urbanized areas, near cities, and within planned growth areas.

Allows a mix of residential housing types within a unified development, including single-family, two-family, townhomes, and cottage courts.

Would require at least two different housing types in a development, with at least 20% of each type.

Supports flexible neighborhood design and diverse housing opportunities.



Mixed-Use (M-U)

Intended for activity centers and urbanized areas near cities and planned growth areas or for a mixture of uses that would otherwise be required in separate zoning districts

Allows integrated residential and non-residential uses within a unified development, including commercial, office, and limited industrial uses.

Requires transportation best practices and places a high priority on site specific pedestrian enhancements.

Residential density and proposed development type is established

DRAFT

during the rezoning process and guided by the UDC, Comprehensive Plan and Future Land Use Map.

Residential Single-Family Detached(R-SF)

Intended for moderate-density single-family residential development in urbanized and planned growth areas.

Allows single-family detached housing on smaller lots served by public water and sewer.

Supports efficient suburban development patterns and expanding housing opportunities.

Residential Single-Family Attached (R-TH)

Intended for moderate-density attached residential development in urbanized and planned growth areas.

Allows townhome developments served by public water and sewer.

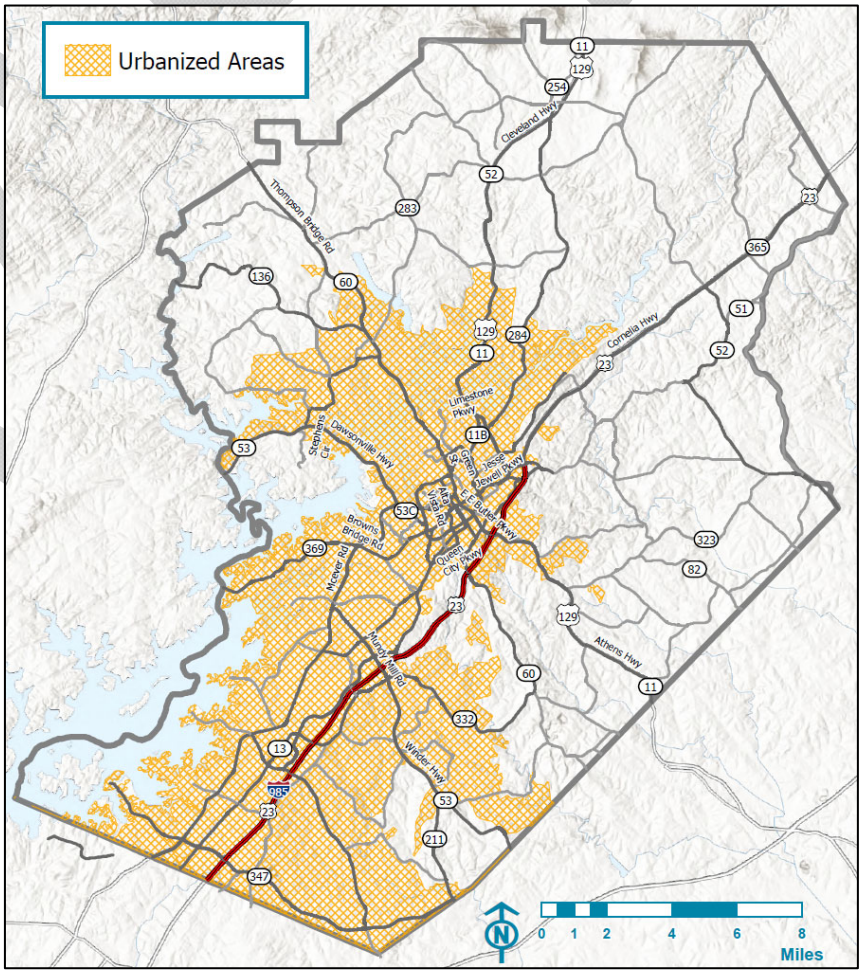
Supports compact housing options and efficient land utilization.

DRAFT

Activity Centers and Urbanized Area

- ***Activity Centers***
    - Activity Centers are locations of concentrated economic, commercial, civic, and residential activity that serve as local hubs for surrounding areas. These areas typically contain a mix of uses, including retail, office, employment, housing, public facilities, and recreational opportunities. Activity Centers are intended to support coordinated growth by encouraging high-quality development, walkability, interconnected transportation networks, public gathering spaces, and a distinct sense of place. Depending on their size and function, Activity Centers may serve neighborhoods, communities, or the broader region.
    - Activity Centers are generally located within or adjacent to Urbanized Areas and along major transportation corridors

- ***Urbanized Area***
    - Urbanized Areas are characterized by existing higher-density development patterns, access to infrastructure, and concentrations of population and employment. Urbanized Areas are identified using the Urbanized Area boundary established by the U.S. Census Bureau, which generally consists of contiguous developed areas containing at least 5,000 residents or 2,000 housing units.
    - The Urbanized Area boundary provides a standardized planning framework for identifying locations where future growth, redevelopment, infrastructure investments, and economic development efforts may be most appropriately directed.



DRAFT

Future Land Use & Zoning Compatibility Table

Future Land Use	AG-1	AR-1	V-C	R-1-L	R-1	R-TF	R-SF	R-TH	R-X	R-MF	MHP	O-I	S-S	H-B	M-U	I-1	I-2	PD
Greenspace - Recreation	X	X	X	X	X	X					X							X
Greenspace - Conservation	X	X	X	X	X	X					X							X
Rural Agriculture	X	X		X														X
Rural Neighborhood	X	X		X														X
Lakeside Residential	X	X	X	X	X	L	L	L	L									X
Suburban Neighborhood, Low-Density	X	X	X	X	X													X
Suburban Neighborhood, Medium-Density	X	X	X	X	X	X	L	L	L									X
Suburban Multi-Family	X	X	X	X	X	X	X	X	X	L								X
Rural Scenic Nodes & Corridors	X	X										X	X					X
Business Nodes & Corridors												X	X	X	X	X		X
Employment Nodes & Corridors												X	X	X	X	X	L	X
Industrial																X	X	X
Inland Port																	X	X
Regional Activity Centers	L	L	L	L	L	L	L	L	L	L		X	X	X	X			X

X = Permitted

L = Limited to certain character areasNote: PD must comply with UDC and may not exceed the density of future land use or deviate from the vision of the future land use.

DRAFT

Rural Agricultural

Overview

These areas should consist of active farms and agricultural enterprises and very low-density, large-lot single-family residential up to 0.75 dwellings per acre. Development patterns may involve larger areas of undeveloped or cultivated land characterized by large distances between buildings and deep setbacks.

Appropriate Zoning Districts:

AG-1, AR-1, R-1-L, PD



Brookton Lula Road, Lula

Rural Neighborhood

Overview

These areas should consist of active farms and agricultural enterprises and low-density, large-lot single-family residential up to 0.75 dwellings per acre. These areas also consist of undeveloped lands likely to face development pressures for new residential or commercial development. Similar to Rural Agriculture, they should have deep setbacks and incorporate a high percentage of open space. Where it occurs, new development should preserve natural features, including tree canopy, waterways, and waterbodies.

Appropriate Zoning Districts:

AG-1, AR-1, R-1-L, PD



Gillsville Highway, Gillsville

DRAFT

Lakeside Residential

Overview

These areas are located near and adjacent to the edges of Lake Lanier and can range from low-density residential to resort-style multifamily. Lakeside Residential is intended to preserve established lakefront neighborhoods and create opportunities for permanent and vacation residences along and adjacent to the lake. While some of these areas are not located directly on the lake, they have a development pattern similar to their lakeside neighbors or are likely to see a style of development that is denser than Rural Neighborhood or slightly less dense than Suburban Neighborhood, Low Density. Depending on the character area and what zoning districts they allow, residential densities can be up to 8 dwellings per acre in urbanized zone and up to 2 dwellings per acre outside of urbanized zone.

Appropriate Zoning Districts:

AG-1, AR-1, R-1-L, V-C, R-1, R-TF, R-SF. R-TH, PD, R-X (limited)



Lake Lanier

Suburban Neighborhood, Low Density

Overview

These areas consist of low-density, detached single-family housing. In less developed areas of the county, they should be focused where there is existing water and sewer infrastructure, or where future infrastructure is expected to be located. Future infrastructure may be driven by the *Sewer System Master Plan & Rate Study* or by developers willing to fund access where it isn't already planned. Depending on the character area and what zoning districts they allow, residential densities can be up to 2 dwellings per acre where existing infrastructure is available.

Appropriate Zoning Districts:

AG-1, AR-1, R-1,R-1-L, V-C, PD



Bush Creek Court, Flowery Branch

DRAFT

Suburban Neighborhood, Medium

Overview

These areas consist of medium-density, single-family housing (attached or detached). They should be located where there is existing water and sewer infrastructure, or where future infrastructure is expected to be located. Future infrastructure may be driven by the *Sewer System Master Plan & Rate Study* or by developers willing to fund access where it isn't already planned. Depending on the character area and what zoning districts they allow, residential densities can be up to 2.5 dwellings per acre or up to 8 units per acre.

Appropriate Zoning Districts:

AG-1, AR-1, V-C, R-1-L, R-1, R- TF, R-SF (limited), R-TH (limited) R-X (limited), PD



Ridgewood Avenue, Gainesville

Suburban Multifamily

Overview

These areas consist of medium- to high-density housing including small-lot single-family detached housing, townhouses and other attached housing types, and multifamily. They should be situated in areas that have the road, water, and sewer infrastructure to support higher density development, or are expected to have it in the future. Residential densities can range from 2.5 dwellings to 18 dwellings per acre. In some cases, maximum density may be up to the discretion of the BOC through a special use permit.

Appropriate Zoning Districts:

AG-1, AR-1, V-C, R-1-L, R-1, R-TF, R-SF, R-TH, R-X, R-MF (limited), PD

* R-MF is not permitted outside of the urbanized zone.



Candler Court, Gainesville

DRAFT

Rural Scenic Nodes & Corridors

Overview

The county's rural roadways boast significant natural, historic, or cultural features, and scenic or pastoral views. To balance that with necessary growth, new development along these minor road corridors and intersections should be limited to low-intensity, small-scale commercial uses to serve nearby communities, and well as agricultural uses of all scales. Where there is residential development, the density should be up to 0.75 dwellings per acre.

Appropriate Zoning Districts:

AG-1, AR-1, O-I, S-S,H-B, PD



SR 283, Clermont

Business Nodes & Corridors

Overview

Many of the county's major roadways have strong connections to infrastructure, employment, and housing, making them desirable for larger scale commercial development. New development along these major road corridors and intersections should consist of higher-intensity commercial uses, and low-intensity, consumer-facing industrial uses that house businesses that serve nearby communities. Site designs should use the Quality Development Principals discussed earlier, particularly natural resource protections and high quality landscape installations, to the fullest extent possible.

Appropriate Zoning Districts:

O-I, S-S, H-B, M-U, I-1, PD



DRAFT

Employment Nodes & Corridors

Overview

Hall County has an economy that is not only strong, but continues to grow, necessitating a need for land that can accommodate both the uses and activity they will generate. These new employment nodes and corridors should consist of industrial and/or office uses housed in either formalized campuses or along major road corridors that have existing or future access to water and sewer.

Appropriate Zoning Districts:

O-I, M-U, S-S, H-B, I-1, I-2
, PD



Industrial

Overview

These areas include a mix of light and heavy industrial uses, as well as commercial uses that directly support the dominant business uses but are not appropriate for residential development.

Appropriate Zoning Districts:

O-I, M-U, H-B, I-1, I-2, PD



W. White Road

DRAFT

Inland Port

Overview

This area immediately surrounds the incoming Inland Port including the intermodal yard as well as the major freight corridors supporting the flow of goods. As the port develops, further land uses such as housing could be added as appropriate to support key employees of the port. All new development should also take the North Oconee Watershed environmental requirements into account.

Appropriate Zoning Districts:

I-2, PD



Regional Activity Nodes & Corridors

Overview

Regional Activity Nodes and Corridors are areas that either already bring visitors from the region or can support future development with a regional draw. New development in these areas should include a combination of retail, office, civic, and residential uses that can contribute to a live-work-play environment. This range of development types may not always be at the same intensity across the county: new development needs to be scaled in the context of the area's infrastructure capacity. New development should also emphasize high-quality building and site design, including dedicated open/civic space, walkability, and a sense of place. Where there is residential development, a maximum density of up to 16 dwellings per acre may be permitted at the discretion of the BOC.

Appropriate Zoning Districts:

R-SF (limited), R-TH (limited), R-X (limited), R-MF (limited),

O-I, S-S, H-B, M-U, PD



Stonebridge Village, Spout Springs

DRAFT

NORTH HALL

Tying It Back to Growth...

Under this future land use strategy, North Hall can expect up to 5,000 new households before 2050 if land is developed or redeveloped to the highest density allowed by zoning. To ensure quality of life, this means that:

- Hall County will need to build or set aside up to 100 additional acres of programmed parks and/or greenspace (assuming 8.5 acres per 1,000 new residents).
- Hall County Schools will need to accommodate between up to 2,000 additional students in this area.
- Anywhere between 1,800 and 7,000 additional vehicles will be on the roads (assuming 1.7 cars per new household).

Key Strategies

- Continue updating and implementing the North Hall Sewer System master plan.
- Continue working with the Town of Clermont to coordinate land use planning efforts, solve code enforcement issues on the town boundaries, and provide joint services.
- Continue to prioritize roadway improvements to US 129/Cleveland Highway and SR 60/Thompson Bridge Road.
- Prioritize higher density development along US 129/Cleveland Highway
- Work with broadband providers to expand internet access.
- Continue to protect greenspace.
- Consider constructing bike infrastructure for recreational cyclists.
- Create a nature preserve at Glade Farm.

North Hall Future Land Use & Zoning Compatibility Table

Future Land Use	AG-1	AR-1	V-C	R-1-L	R-1	R-TF	R-SF	R-TH	R-X	R-MF	MHP	O-I	S-S	H-B	M-U	I-1	I-2	PD
Greenspace - Recreation	X	X	X	X	X						X							X
Greenspace - Conservation	X	X	X	X	X						X							X
Rural Agriculture	X	X		X														X
Rural Neighborhood	X	X		X														X
Lakeside Residential	X	X	X	X	X													X
Rural Scenic Nodes & Corridors	X	X										X	X	X		X		X
Business Nodes & Corridors												X	X	X	X	X		X

MURRAYVILLE/SARDIS

Tying It Back to Growth...

Under this future land use strategy, Murrayville/Sardis can expect up to 5,300 new households before 2050 if land is developed or redeveloped to the highest density allowed by zoning. To ensure quality of life, this means that:

- Hall County will need to build or set aside up to 135 additional acres of programmed parks and/or greenspace (assuming 8.5 acres per new 1,000 residents).
- Hall County Schools will need to accommodate up to 2,500 additional students in this area.
- Anywhere between 1,800 and 7,000 additional vehicles will be on the road (assuming 1.7 cars per new household).

Key Strategies

- Continue to protect greenspace.
- Explore ways to expand infrastructure to Murrayville/Sardis to keep up with increased growth pressures while maintaining rural character.
- Until infrastructure can fully catch up to the demands of new development, limit new greenfield development.
- Prioritize higher density developments along SR 60/Thompson Bridge Road and at the intersection of the new Sardis Connector with SR 53/Dawsonville Highway.

Murrayville/Sardis Future Land Use & Zoning Compatibility

Future Land Use	AG-1	AR-1	V-C	R-1-L	R-1	R-TF	R-SF	R-TH	R-X	R-MF	MHP	O-I	S-S	H-B	M-U	I-1	I-2	PD
Greenspace - Recreation	X	X	X	X	X													X
Greenspace - Conservation	X	X	X	X	X													X
Rural Agriculture	X	X		X														X
Rural Neighborhood	X	X		X														X
Lakeside Residential	X	X	X	X	X													X
Business Nodes & Corridors												X	X	X	X	X		X
Rural Scenic Nodes & Corridors	X	X										X	X	X		X		X
Regional Activity Nodes & Corridors												X	X	X	X			X

GAINESVILLE AREA

Tying It Back to Growth...

Under this future land use strategy, the Gainesville area (not the City itself) can expect to see up to 16,500 new households before 2050 if land is developed or redeveloped to the highest density allowed by zoning. To ensure quality of life, this means that:

- Hall County will need to build or set aside up to 400 additional acres of programmed parks and/or greenspace (assuming 8.5 acres per 1,000 new residents).
- Hall County Schools will need to accommodate up to 8,000 additional students in this area.
- Up to 28,000 additional vehicles will be on the road (assuming 1.7 cars per new household).

Key Strategies

- Continue working with the City of Gainesville to coordinate land use planning efforts, solve code enforcement issues on the city boundaries, and provide joint services like water and sewer.
- Establish a joint program with the City of Gainesville to address housing attainability through the Georgia Initiative for Community Housing (GICH) program.
- Continue efforts to fully construct the Highlands to Islands Trails system.
- Ensure that new development along the new Sardis Connector fits in with the character of the surrounding area while meeting the needs of the community.
- Consider public/private partnerships to develop quality residential near the Sardis Connector.

Gainesville Area Land Use & Zoning Compatibility Table

Future Land Use	AG-1	AR-1	V-C	R-1-L	R-1	R-TF	R-SF	R-TH	R-X	R-MF	MHP	O-I	S-S	H-B	M-U	I-1	I-2	PD
Greenspace - Recreation	X	X	X	X	X						X							X
Greenspace - Conservation	X	X	X	X	X						X							X
Lakeside Residential	X	X	X	X	X	X	X	X	X									X
Suburban Neighborhood, Low-Density	X	X	X	X	X													X
Suburban Neighborhood, Medium-Density	X	X	X	X	X	X	X	X	X									X
Suburban Multi-Family	X	X	X	X	X	X	X	X	X	L								X
Business Nodes & Corridors												X	X	X	X	X		X
Employment Nodes & Corridors												X	X	X	X	X	X	X
Regional Activity Nodes & Corridors	X	X	X	X	X	X	X	X	X	L		X	X	X	X			X

EAST HALL

Key Strategies

- Continue updating and implementing the North Hall Sewer System master plan to ensure the success of new development in and around the Inland Port.
- Leverage the North Oconee Water Supply Watershed Protection Overlay District to continue environmental protection efforts.
- Conduct a corridor development study for SR 365/Cornelia Highway to determine optimal industrial capacity, the best industries to locate along them, the impacts to infrastructure, and propose alternative locations for new industry.
- Prioritize locating new parks and recreational facilities in this area.

East Hall Future Land Use & Zoning Compatibility Table

Future Land Use	AG-1	AR-1	V-C	R-1-L	R-1	R-TF	R-SF	R-TH	R-X	R-MF	MHP	O-I	S-S	H-B	M-U	I-1	I-2	PD
Greenspace - Recreation	X	X	X	X	X						X							X
Greenspace - Conservation	X	X	X	X	X						X							X
Rural Agriculture	X	X		X														X
Rural Neighborhood	X	X		X														X
Lakeside Residential	X	X	X	X	X													X
Suburban Neighborhood, Low-Density	X	X	X	X	X													X
Rural Scenic Nodes & Corridors	X	X										X	X	X		X		X
Business or Employment Nodes & Corridors												X	X	X	X	X		X
Employment Nodes & Corridors												X	X	X	X	X	X	X
Inland Port																	X	X

CHESTNUT MOUNTAIN/CANDLER

Tying It Back to Growth...

Under this future land use strategy, Chestnut Mountain/Candler can expect to see up to 18,000 new households before 2050 if land is developed or redeveloped to the highest density allowed by zoning. To ensure quality of life, this means that:

- Hall County will need to build or set aside up to 450 additional acres of programmed parks and/or greenspace (assuming 8.5 acres per new 1,000 residents).
- Hall County Schools will need to accommodate up to 8,500 additional students in this area.
- Anywhere between 12,500 and 31,000 additional vehicles will be on the roads (assuming 1.7 cars per new household).

Key Strategies

- Continue working with the Cities of Gainesville and the Town of Braselton to coordinate land use planning efforts, solve code enforcement issues and provide joint services where necessary.
- Prioritize the creation of new parks and recreational facilities in this area.
- Continue updating and implementing the South Hall Sewer System master plan.
- Continue to plan for commercial and industrial growth along SR 53 and SR 60/Candler Road.

Chestnut Mountain/Candler Future Land Use & Zoning Compatibility Table

Future Land Use	AG-1	AR-1	V-C	R-1-L	R-1	R-TF	R-SF	R-TH	R-X	R-MF	MHP	O-I	S-S	H-B	M-U	I-1	I-2	PD
Greenspace - Recreation	X	X	X	X	X						X							X
Greenspace - Conservation	X	X	X	X	X						X							X
Rural Neighborhood	X	X		X														X
Suburban Neighborhood, Low-Density	X	X	X	X	X													X
Suburban Neighborhood, Medium-Density	X	X	X	X	X	X	X	X	X									X
Rural Scenic Nodes & Corridors	X	X										X	X					X
Business Nodes & Corridors												X	X	X	X	X		X
Employment Nodes & Corridors												X	X	X	X	X	X	X
Industrial												X	X	X	X	X	X	X
Regional Activity Centers	X	X	X	X	X	X	X	X	X	L		X	X	X	X			X

SOUTH HALL

Tying It Back to Growth...

Under this future land use strategy, South Hall can expect to see up to 15,000 new households before 2050 if land is developed or redeveloped to the highest density allowed by zoning. To ensure quality of life, this means that:

- Hall County will need to build or set aside up to 400 additional acres of programmed parks and/or greenspace (assuming 8.5 acres per new 1,000 residents).
- Hall County Schools will need to accommodate up to 7,000 additional students in this area.
- Anywhere between 12,000 and 26,000 additional vehicles will be on the roads (assuming 1.7 cars per new household).

Key Strategies

- Continue working with the Cities of Flowery Branch, Oakwood, and Buford as well as the Town of Braselton to coordinate land use planning efforts, solve code enforcement issues and provide joint services where necessary.
- Continue updating and implementing the South Hall Sewer System master plan.
- Continue efforts to fully construct the Highlands to Islands Trails system and explore other opportunities for regional trail connections.
- Promote the construction of new sidewalk connections in new developments.
- Prioritize fixing transportation issues along McEver Road, Mundy Mill Road, SR 347/ Friendship Road, Spout Springs Road, and SR 13/Atlanta Highway.

South Hall Future Land Use & Zoning Compatibility Table

Future Land Use	AG-1	AR-1	V-C	R-1-L	R-1	R-TF	R-SF	R-TH	R-X	R-MF	MHP	O-I	S-S	H-B	M-U	I-1	I-2	PD
Greenspace - Recreation	X	X	X	X	X						X							X
Greenspace - Conservation	X	X	X	X	X						X							X
Rural Neighborhood	X	X		X														X
Lakeside Residential	X	X	X	X	X	X	X	X	X									
Suburban Neighborhood, Low-Density	X	X	X	X	X													X
Suburban Neighborhood, Medium-Density	X	X	X	X	X	X	X	X										X
Rural Scenic	X	X										X	X	X		X		X
Business Nodes & Corridors												X	X	X		X		X
Employment Nodes & Corridors												X	X	X	X	X	X	X
Industrial												X	X	X	X	X	X	X
Regional Activity Centers	X	X	X	X	X	X	X	X	X	L		X	X	X	X			X

HALL COUNTY | *Forward*

2045 Comprehensive Plan Update



Amendment Draft
June 22, 2026

HALL COUNTY
GEORGIA

ACKNOWLEDGMENTS

Hall County Board of Commissioners

David Gibbs, Chairman

Kathy Cooper, District 1

Billy Powell, District 2

Gregg Poole, District 3

Jeff Stowe, District 4

Hall County Staff

John Gentry, Interim County Administrator

Casey Ramsey, Assistant County Administrator

Katie G. Ahmed, Director of Planning & Zoning

Vamsee Polamarasetty, Senior Planner

Joseph Boyd, GHMPO Transportation Planning Director

Kristie Turner, Director of Development Services

Jorge Gomez, Director of Public Works and Utilities

Brent Holloway, Director of Parks and Community Services

Sarah Crowe, Communications and Strategic Engagement Manager

Consultant Team

TSW

Keck & Wood

KB Advisory Group

Hall County Staff and the Consultant Team would like to thank the following individuals for their participation on the Steering Committee, as well as serving on individual Advisory Committees, throughout the process. The valuable insight provided positively contributed to the development of this comprehensive plan.

Hall County Forward Steering Committee

Bill Berry, Resident

Joseph Boyd, GHMPO

Chris Braswell, Hall County Planning Commissioner

Shannon Cole, Lanier Technical College

Kathy Cooper, Hall County Board of Commissioners

Andrew Davenport, Community Advocate

Jessica Dudley, United Way

Drew Echols, Jaemor Farms

Tim Evans, Greater Hall Chamber of Commerce

Beth Garmon, Hall County Staff

Steve Gilliam, Citizen

Judge John Girardeau, Vision 2030, Greenspace Committee

Adam Hazell, Georgia Mountain Regional Commission

Anna Hester, Vision 2030 Executive Director, Greenspace Committee

Kent Henderson, Developer

Brent Hoffman, Realtor

Brent Holloway, Hall County Staff

Stan Hunt, Hall County Planning Commissioner

Angie Kennedy, Carroll Daniel Construction

Rusty Ligon, City of Gainesville

Berlinda Lipscomb, Hall County Staff

Angela Middleton, Community Advocate

Sherri Millwood, City of Oakwood

Kelvin Mullins, Georgia Department of Transportation

Ed Myers, Myers & Co.

Bill Nash, Hall County Staff

Atiya Pandy, Plandmark Development

Devin Pandy, Pastor, Community Church of Atlanta

Michael Parker, Citizen

Gina Pilcher, Planning Commissioner

Mark Pettitt, Hall County Board of Education

Jennifer Puryear, Citizen

Sherry Ridgway, Citizen

Brian Rochester, Rochester | DCCM

Casey Ryals, Ryals Brothers, LLC

Rhonda Samples, Hall County Board of Education

Vanesa Sarazúa, Hispanic Alliance GA

Duane Schlereth, Citizen

Bill Schmid, Rochester | DCCM

Matt Tate, City of Gainesville

Melissa Tymchuk, Northeast Georgia Health Systems

Johnny Varner, Hall County Planning Commissioner

TABLE OF CONTENTS

Executive Summary 2

Chapter 1: Introduction 18

Purpose 20
Why We Plan 20
The Planning Process 22

Chapter 2: Hall County Today 24

Introduction & Planning Areas 26
Population 34
Land Use 42
Housing 50
Transportation & Infrastructure 54
Community Resources 68
Economics 74
Parks, Recreation, & Greenspace 82
Natural Resources 88
Historic Resources 92
Susceptibility to Change 94
The Takeaways 100

Chapter 3: Community Input 102

Overview 104
Community Input Survey 107
Steering Committee Meetings 114
Public Meetings 118
The Takeaways 125

Chapter 4: Hall County Tomorrow 126

Challenges & Opportunities 128
The Trade-Offs 130
Quality Development Strategies 138
Vision Development 141

Growth Management 143
Housing 144
Infrastructure Maintenance & Expansion 145
Parks & Recreation 146
Greenspace 148
Natural Resource Conservation 150
Multi-Modal Transportation 151
Safety & Security 152
Economic Development 153

Chapter 5: Future Land Use Strategy 154
Approach 156
The New Unified Development Code 160
Future Land Use Categories 163
North Hall 172
Murrayville/Sardis 176
Gainesville Area 180
East Hall 186
Chestnut Mountain/Candler 190
South Hall 194
Future Land Use & Infrastructure 198

Chapter 6: Implementation Plan 202
Success Through Collaboration 204
Community Work Program 205
Supplemental Plans 228
Plan Maintenance 229
Capital Improvement Element 229

Appendix 230



EXECUTIVE SUMMARY



Plan Structure **4**
Process **5**
Plan Highlights **9**

EXECUTIVE SUMMARY

Hall County's comprehensive plan, *Hall County Forward*, is a policy document that guides the county's long-range vision for growth and development in the unincorporated portions of the county. This plan is intended to balance population, economic, and employment growth with the desire to maintain rural character, greenspace, and natural resources. This plan also addresses the need to coordinate new development with infrastructure capacity. This executive summary presents highlights from the plan, including the process used to develop recommendations, the recommendations themselves, and how the plan will be implemented.

This document is to be used as a guide by the following groups:

1. **Developers.** Developers will use this plan to determine if they can build what they want to build, where they want to build it, before undertaking their plans.
2. **Hall County Staff.** County staff will use this plan to determine if new development meets the goals outlined in this document, as well as to guide future planning and project efforts.
3. **The Hall County Board of Commissioners (BOC).** The BOC will use this plan as their guide to make decisions related to rezonings and approving new developments.

Plan Structure

The comprehensive plan is broken down into six chapters and an appendix:

Context

1. INTRODUCTION

2. HALL COUNTY TODAY

Process

3. COMMUNITY INPUT

Recommendations

4. HALL COUNTY TOMORROW

5. FUTURE LAND USE STRATEGY

6. IMPLEMENTATION PLAN

Supporting Information

APPENDIX

Chapter 1 - Introduction. Introduces the comprehensive plan, discusses why planning is important, and reviews the process used to develop the plan.

Chapter 2 - Hall County Today. Reviews and analyzes the existing, on-the-ground, and regulatory conditions that shape the plan.

Chapter 3 - Community Input. Summarizes the process used to gather input from the community, the methods used to engage the public, and the outcomes of the process.

Chapter 4 - Hall County Tomorrow. Discusses the overall vision for Hall County, organized into nine topic areas complete with goals, strategies, and action items.

Chapter 5 - Future Land Use Strategy. Establishes a vision for future development and provides a detailed framework for land development decisions in the coming decades. This chapter also demonstrates how the updated Unified Development Code (UDC) will support these decisions.

Chapter 6 - Implementation Plan. Outlines the County's plan of action to implement the comprehensive plan. It describes the various action items, responsible parties, estimated costs, proposed timelines, and any other valuable information.

Appendix. Provides supporting information that aided in the development of the comprehensive plan.

Process

The comprehensive plan process began in September of 2022 and finished in November 2024. The following summarizes the first two phases of developing the plan.



September 2022 - December 2022

Orientation

Learning about the key issues and opportunities in Hall County



January 2023 - May 2023

Determine Direction

Figuring out what Hall County stakeholders want for the future



June 2023 - September 2023

Plan Development

Creating draft recommendations



October 2023 - November 2024

Confirm Direction

Presenting our recommendations and asking the question, "is this reasonable?"

Orientation

Existing conditions in Hall County were evaluated to identify challenges and opportunities by topic: demographics, land use, housing, transportation, infrastructure, community resources, economics, commercial development, broadband, parks and recreation, greenspace, and natural resources. The following are key findings of the existing conditions analysis:

- Hall County's population is growing more quickly than the rest of the state. If trends continue, the county could have over 382,000 residents by 2050, an increase in 120,000 residents in the unincorporated areas alone.
- Hall County is mostly rural—under 50% of the county's land is devoted to agriculture and roughly 30% is residential.
- Recent development has been concentrated in South Hall.
- Commercial development has grown significantly in the last five years, aligning with economic trends more closely than findings from the land use analyses. Much of the commercial development has been industrial, but there has been a notable amount of multifamily as well. Most of the development is near I-985 and around cities.
- Much of Hall County's housing supply was built before 2000 and consists of mostly single-family residential houses. The rapid population growth combined with a lack of housing built in the last 20 years has led to drastic price increase in housing.
- Without continued transportation planning, increases in freight traffic from commercial development and personal vehicle traffic from population growth will continue to significantly decrease the level of service (LOS) across the county's roads.

- Other infrastructure, namely sewer, will need to be expanded and upgraded to keep up with additional residential, commercial, and industrial growth.
- Hall County's anticipated population growth will increase the demand for community resources, such as schools, libraries, and public safety. Many of the county's current resources are clustered in the Gainesville and South Hall areas, which are the most populous. New community resources will need to be prioritized in the growing areas of the county, like East Hall and Chestnut Mountain/Candler, to ensure they have the same level of access.
- Hall County enjoys a wide level of broadband coverage, but there are a small number of unserved areas concentrated in North Hall and East Hall.
- Hall County will need to significantly increase resources to expand parks, recreation, and greenspace across the county over the next 20 years to meet current and future demand for these amenities.
- Hall County meets several state standards for waterway protection; however, additional protections could be implemented to increase the benefits provided by its natural resources and further protect them amidst growing development.
- Hall County has many historic resources, with two key sites on the National Historic Register: Healan's-Head's Mill and the Beulah Rucker School House.
- About 20% of the county land is susceptible to notable change over the next decade. Changes will likely be most prominent in the Chestnut Mountain/Candler planning area, followed by East Hall. Gainesville will also likely experience notable change.



Determine Direction

An extensive community input process was vital to ensuring that *Hall County Forward* truly represents the community's interests. To maximize community input, Hall County provided multiple options for public input, occurring in almost every month of the planning process. Therefore, the Hall County BOC can be confident the resulting plan reflects public opinion when they use it to make decisions on future development.

The community input timeline was as follows:

November 2022	December 2022 & January 2023	February 2023	March 2023	April 2023	May 2023
Steering Committee Meeting # 1 (Virtual) Kick-Off Meeting/Public Hearing #1 Survey goes live	N/A	Steering Committee Meeting #2 Survey closes	Forward Thinking Workshops	N/A	Forward Action Workshops
June 2023	**July 2023**	**August 2023**	**September 2023**	**October 2023**	**November 2023**
Citizens Advisory Committee Meeting	Inter-governmental Advisory Committee Meeting	Steering Committee Meeting #3	Technical Advisory Committee Meeting	Draft Plan Open House	Steering Committee Meeting #4

The following community engagement strategies were used throughout the process:

- Outreach methods include a dedicated website and extensive marketing using the county's website and social media pages.
- Meetings with a steering committee, which also included three individual advisory committees.
- Six public meetings.
- Numerous surveys, including both a county-wide community input survey and smaller surveys to complement the in-person meetings.
- A "Meeting-in-a-Box" toolkit available to all residents and stakeholders. This allowed groups to host meetings with their community on their own schedule, without needing a member of the project team to facilitate the meeting.







Although the methods for collecting input and the participation varied throughout the process, several unified themes emerged from public comments:

- Stakeholders are concerned with the rate and quality of growth.
- Current development patterns (specifically industrial development) are a threat to the county's character.
- Stakeholders are concerned the water, sewer, and transportation infrastructure is unable to support the current level of new growth and worry about the future of county services if the growth continues without the necessary infrastructure investments.
- Environmental protection is strongly desired, particularly for Lake Lanier and Hall County's undeveloped and/or permanently protected greenspaces.
- County residents were divided along issues related to expanding Hall County's multi-modal network to include transit, more walkability, and bike lanes, yet there was agreement on multi-use trails.
- There was a disinterest in denser housing types located in the areas immediately outside of Gainesville.
- Better government coordination and stringent adherence to plans could help achieve the goals of this plan and strengthen the public's perception of Hall County.

Plan Highlights

The comprehensive plan outlines goals identified during the community engagement process, provides recommendations for character areas and future land use, and coordinates with the New UDC to guide future development.

Goals

Hall County Forward is based on nine goals shaped by community input into topics such as growth, infrastructure, transportation, housing, economic development, and quality of life. Each goal is accompanied by a set of strategies and action items that provide steps to achieve the community's vision. These nine goals are listed below:

- **Growth Management.** Efficiently plan to accommodate new developments and prioritize connections to existing or planned infrastructure while retaining the character of each area of the county.
- **Attainable Housing.** Provide a variety of housing options across size, type, tenure, price, location, and other factors that ensure access to transportation and amenities while minimizing the number of cost-burdened households.
- **Infrastructure Maintenance & Expansion.** Improve infrastructure for growing areas, prioritize land use and infrastructure alignment, and expand broadband, road networks, water access, and sewer systems.
- **Parks & Recreation.** Enhance and expand parks and recreation facilities to maximize quality of life.
- **Greenspace.** Preserve and protect existing greenspace, while seeking out new opportunities for inventory expansion.
- **Natural Resource Conservation.** Preserve and protect natural resources like Lake Lanier, rivers and streams, and undeveloped forestry to safeguard community identity.
- **Multi-Modal Transportation.** Expand alternative transportation options by increasing pedestrian infrastructure, developing complete streets, and enhancing public transit.
- **Safety & Security.** Ensure a safe environment for all by improving existing safety and security measures and proactively addressing crime concerns as Hall County continues to grow.
- **Economic Development.** Continue to encourage and support an atmosphere for economic growth and development to create opportunities for all.

The Decision-Making Framework

Hall County Forward is based on the community's vision for growth and development. This vision is expressed by a set of goals that address specific needs and opportunities (see Chapter 4) and a future land use strategy with maps and narratives (see Chapter 5). The comprehensive plan will be used by the BOC to make decisions that guide growth in Hall County.

Goals define the desired future state of the community and generally relate to big picture ideas.

Strategies are specific action steps that, when completed, will implement the community's vision.

Action Items are projects and policies that address those strategies. It should be noted that some strategies can also serve as action items.

Character Areas & Future Land Use

The future land use strategy (see Chapter 5) consists of the character areas map and future land use map, along with key strategies and action items that correlate to those described in Chapter 4. The Character Area map breaks down the county into six character areas that were developed to ensure the recommendations are tailored to the specific common attributes that distinguish different parts of Hall County. The boundaries of the character areas were created by making minor adjustments to the Planning Areas established in the 2017 Comprehensive Plan to better align with the county's geography.

These character areas guide the County when determining whether a proposed development or redevelopment is appropriate for a certain locality. For each character area, there is a map showing the extents of the designated area, a description of the vision, a list of appropriate future land use designations, a summary of compatible zoning districts should there be any rezonings, and recommended implementation measures.

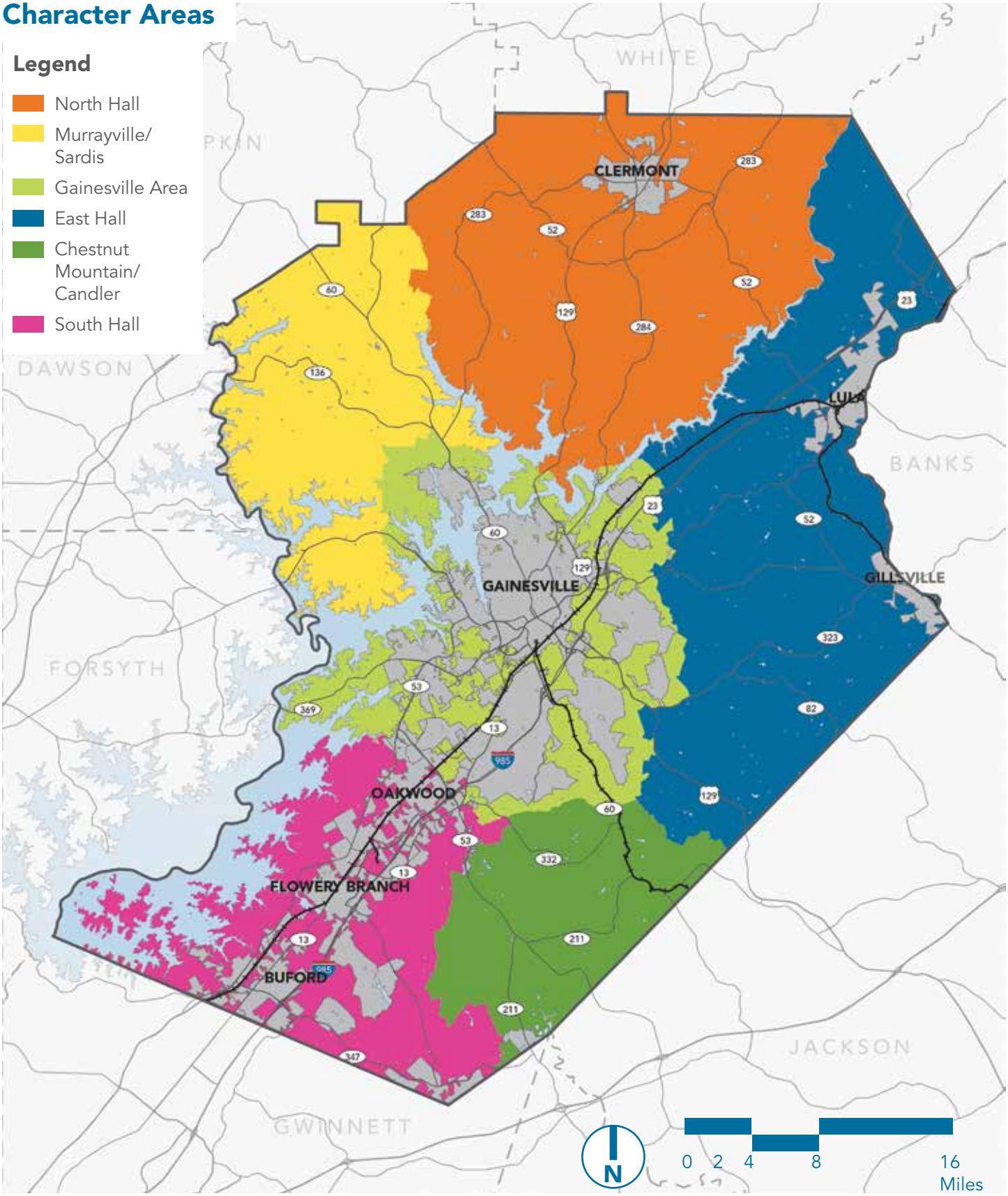
The following are the six character areas, also shown on the adjacent map:

- North Hall
- Murrayville/Sardis
- Gainesville Area
- East Hall
- Chestnut Mountain/Candler
- South Hall

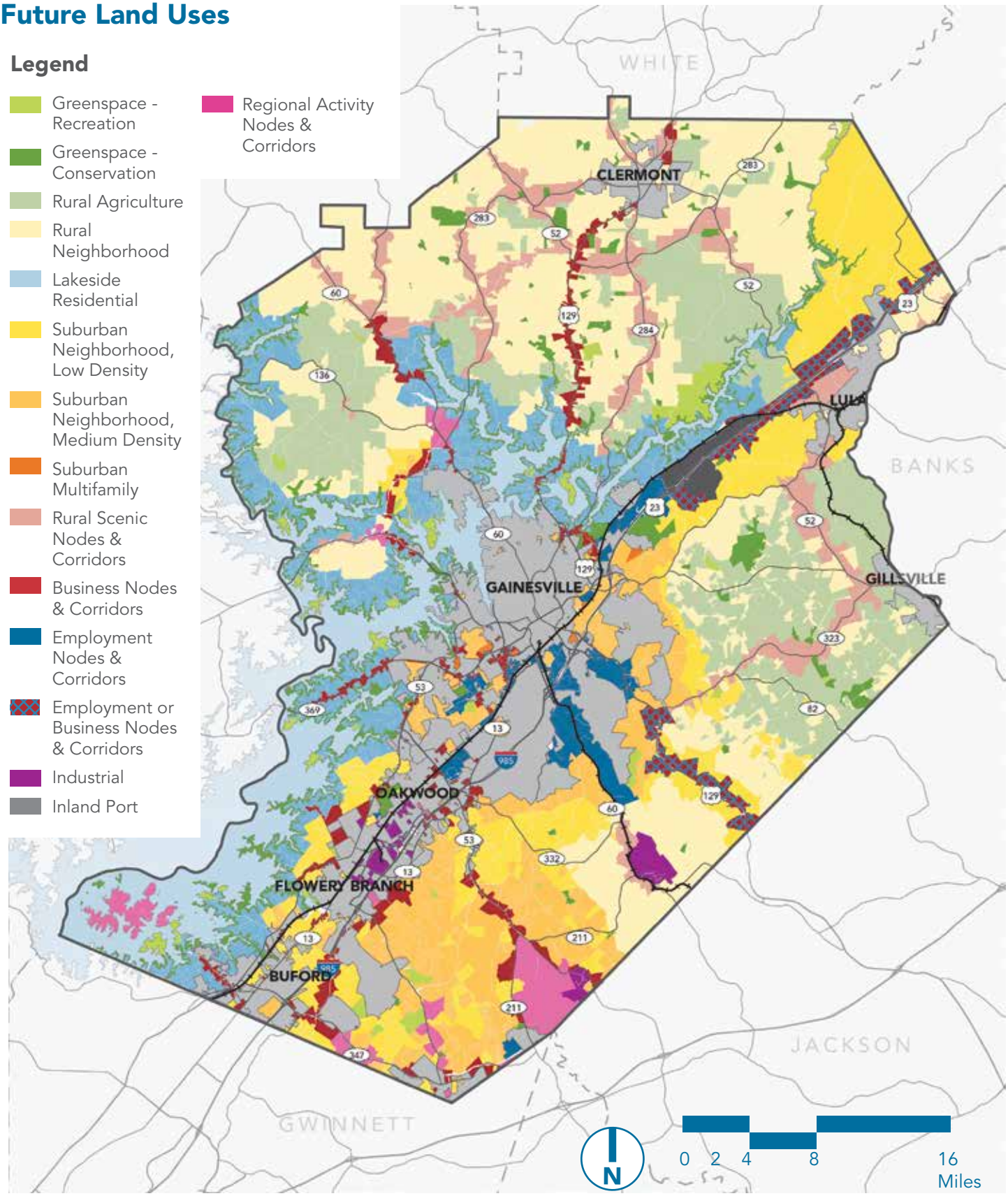
The fourteen future land use categories are listed below:

- Greenspace - Recreation
- Greenspace - Conservation
- Rural Agricultural
- Rural Neighborhood
- Lakeside Residential
- Suburban Neighborhood, Low Density
- Suburban Neighborhood, Medium Density
- Suburban Multifamily
- Rural Scenic Nodes & Corridors
- Business Nodes & Corridors
- Employment Nodes & Corridors
- Employment or Business Nodes & Corridors
- Industrial
- Inland Port
- Regional Activity Nodes & Corridors

Character Areas



Future Land Uses



The New Unified Development Code

Concurrent with the development of *Hall County Forward*, the county's zoning ordinance, subdivision regulations, and stormwater regulations were updated and consolidated into a UDC. The process to update the UDC involved auditing and improving the existing regulations to:

- Make the code easier to understand.
- Update outdated terms and references.
- Consolidate uses into a single table.
- Add graphics and diagrams for clarity.
- Update and consolidate definitions.
- Reorganize regulations.
- Update legal provisions.

New Zoning Districts

The process also included eliminating unused zoning districts and overlays and creating new districts to align with evolving development types. New districts include the Agricultural General (AG-1) district, Residential Mixed (R-X), Mixed-Use (M-U), Residential Single-family Detached(R-SF) district and Residential Single-family Attached(R-TH) district, described below.

Agricultural General (AG-1)

- Intended for areas that are largely undeveloped.
- Allows agricultural uses and limited commercial or entertainment that supports the preservation of agricultural lands.
- Allows single-family residential.
- Minimum 5-acre lots.

Residential Mixed (R-X)

- Intended for moderate-density residential development in urbanized areas, near cities, and within planned growth areas.
- Allows a mix of residential housing types within a unified development, including single-family, two-family, townhomes, and cottage courts.
- Would require at least two different housing types in a development, with at least 20% of each type.
- Supports flexible neighborhood design and diverse housing opportunities.

Mixed-Use (M-U)

- Intended for activity centers and urbanized areas near cities and planned growth areas or for a mixture of uses that would otherwise be required in separate zoning districts.
- Allows integrated residential and non-residential uses within a unified development, including commercial, office, and limited industrial uses.
- Requires transportation best practices and places a high priority on site specific pedestrian enhancements.
- Residential density and proposed development type is established during the rezoning process and guided by the UDC, Comprehensive Plan and Future Land Use Map.

Residential Single-family Detached (R-SF)

- Intended for moderate-density single-family residential development in urbanized and planned growth areas.
- Allows single-family detached housing on smaller lots served by public water and sewer.
- Supports efficient suburban development patterns and expanding housing opportunities.

Residential Single-family Attached (R-TH)

- Intended for moderate-density attached residential development in urbanized and planned growth areas.
- Allows townhome developments served by public water and sewer.
- Supports compact housing options and efficient land utilization.

Detailed Planning

Comprehensive planning intentionally relies on a broad planning focus, which can sometimes result in a lack of detail regarding critical issues facing a local government. This often leads to the need for more detailed planning, which can be incorporated into the comprehensive plan by reference. In Hall County, there are several existing plans that will continue to lead the implementation of specific projects. The following existing plans informed this comprehensive plan.

Parks Facilities Master Plan (2019)

The Parks Facilities Master Plan serves as an expanded update to the 2008 *Hall County Parks and Recreation Master Plan* and addresses and integrates greenspace and trails into the county-wide plan. The purpose of this plan is to provide the County with a road map for present and future recreational programs and facilities development. The master plan utilizes national benchmarks and professional expertise to evaluate research data, community and staff input, demographics, and other community attributes to provide a 10-year, comprehensive analysis of the recreational resources and needs of the community. This information helps clarify the community's vision for recreation facilities and services and guides future decision-making regarding planning, budgeting, and funding for the Hall County Parks and Leisure Services Department. It also provides Hall County administrators and elected officials with essential information to assist in establishing policy, setting priorities, and allocating resources for development of programs and facilities.

Gainesville-Hall Regional Transportation Plan Update (2020)

Hall County's transportation planning is largely governed by the Gainesville-Hall Metropolitan Planning Organization (GHMPO). The GHMPO consists of the entirety of Hall County and its eight municipalities and a portion of western Jackson County, which includes the City of Hoschton. Every five years, the MPO coordinates an update to its *Regional Transportation Plan* (RTP), which identifies short- and long-term strategies for the management and improvement of the regional transportation network for the next 30 years. The most recent update was completed in 2020. It should be noted that through the creation of the 2020 update, the anticipated funding from state and federal resources is projected to fall short of the total financial needs being proposed. As result of this shortcoming, portions of some projects are anticipated to be unfunded, while others are anticipated to be funded through local or other funding opportunities.

Hall County Sewer Master Plan & Rate Study (2020)

Since the completion of the last *North Hall County Sewer System Master Plan* in 2011, and the *South Hall County Sewer District Unit Rate and Connection Fee Methodology Report* in 2008, Hall County has completed many planned projects and has expanded its sewer service in both the northern and southern ends of the county. This has resulted in the region recovering from the Great Recession of the late 2000s to a growing economy again. This *Sewer System Master Plan and Rate Study* addresses the planning, funding, and delivery of the wastewater collection systems in the North and South Hall study areas for meeting Hall County's service goals for the planning horizon of 2020 to 2040. A well-planned sewer system will position the county for economic prosperity and will provide protection of local water quality. The plan has provided a layer of analysis to this comprehensive plan to inform how population and employment growth can be connected to infrastructure growth.

Coordination & Collaboration

Implementing this plan will require joint efforts that go beyond the County government. The success of this plan cannot rest on Hall County alone, even with the support of its various boards and commissions. The County should continue to maintain its supportive partnerships with local experts and organizations to bring the vision to fruition while exploring new partnerships. This approach will continue to make the best use of government resources and yield better results through cooperation with the following groups.

County-Based Agencies & Organizations

- Gainesville-Hall County Economic Development Council
- Gainesville-Hall Metropolitan Planning Organization (GHMPO)
- Greater Hall Chamber of Commerce (GHCC)
- Hall Area Transit
- Hall County Convention & Visitor's Bureau
- Hall County Schools
- Northeast Georgia Latino Chamber of Commerce
- Vision 2030 Greenspace Committee

Other Public Agencies & Organizations

- Town of Braselton
- City of Buford
- Town of Clermont
- City of Flowery Branch
- City of Gainesville
- City of Gillsville
- City of Lula
- City of Oakwood
- Georgia Mountain Regional Commission
- Georgia Department of Transportation
- Georgia Environmental Protection Division (GAEPD)

Third Party Entities

- Chattahoochee Riverkeepers
- Hispanic Alliance
- Lake Lanier Association
- Lanier Technical College
- North Georgia Land Trust
- Northeast Georgia Health Systems
- The Arts Council
- United Way
- University of North Georgia - Gainesville
- University of Georgia Cooperative Extension Office

Community Work Program

The Community Work Program (CWP) identifies specific implementation actions the County and other entities intend to take over the next decade. This includes a brief description of the project item and applicable details that will support the application of *Hall County Forward*.

For each action, the CWP outlines the following information:

- Brief description.
- Timeframe for undertaking the activity (2024 through 2032).
- Estimated cost.
- Responsible party for implementing the activity.
- Funding source.
- Any pertinent information related to the action.

The actions are divided into the goal categories described previously. Below is a list of those categories and key examples from each:

Growth Management

- Prepare a UDC to update, consolidate, and streamline land use and development regulations and to support the goals of the Comprehensive Plan.
- Create a small area study for the Inland Port area.
- Assess compatibility of municipalities' corridor standards/design guidelines with the County's and identify any requirements that could enhance the quality of development in the county.

Attainable Housing

- Conduct an affordability study that examines the existing house inventory, housing market, and housing needs in Hall County in order to develop policies that reflect the needs and priorities of all members of the community.
- Establish affordability incentives for new development such as offering increased density.

Infrastructure Maintenance & Expansion

- Use data from the corridor development study for SR 365/Cornelia Highway to determine infrastructure capacity for the Inland Port East-West Corridor Study/(Northern Bypass Study).
- Review regulations for any impediments to low impact development (LID) or green infrastructure approaches to stormwater management.

Parks & Recreation

- Prioritize East Hall and the Chestnut Mountain/Candler areas for new parkland. Create incentives to fund new park facilities through private development
- Work with Hall County Schools to identify opportunities for shared use between the County and Schools and build new facilities most in need by the schools.

Greenspace

- Strengthen partnerships with the Vision 2030 Greenspace Committee, the Chattahoochee Riverkeepers, and Lake Lanier community groups.
- Create a process that identifies land for permanent protection based upon its recreational, ecological, environmental, aesthetic, cultural, historic, or agricultural value.
- Identify land using this process and begin implementation measures that assure protection of the land identified.

Natural Resource Conservation

- Identify eligible projects for Federal Sec. 319(h) Non-Point Source Implementation Grants to address pollutants in impaired waters.
- Coordinate with the Georgia Environmental Protection Division on its Total Maximum Daily Load (TMDL) Implementation Plan for Lake Lanier to address pollutants.

Multi-Modal Transportation

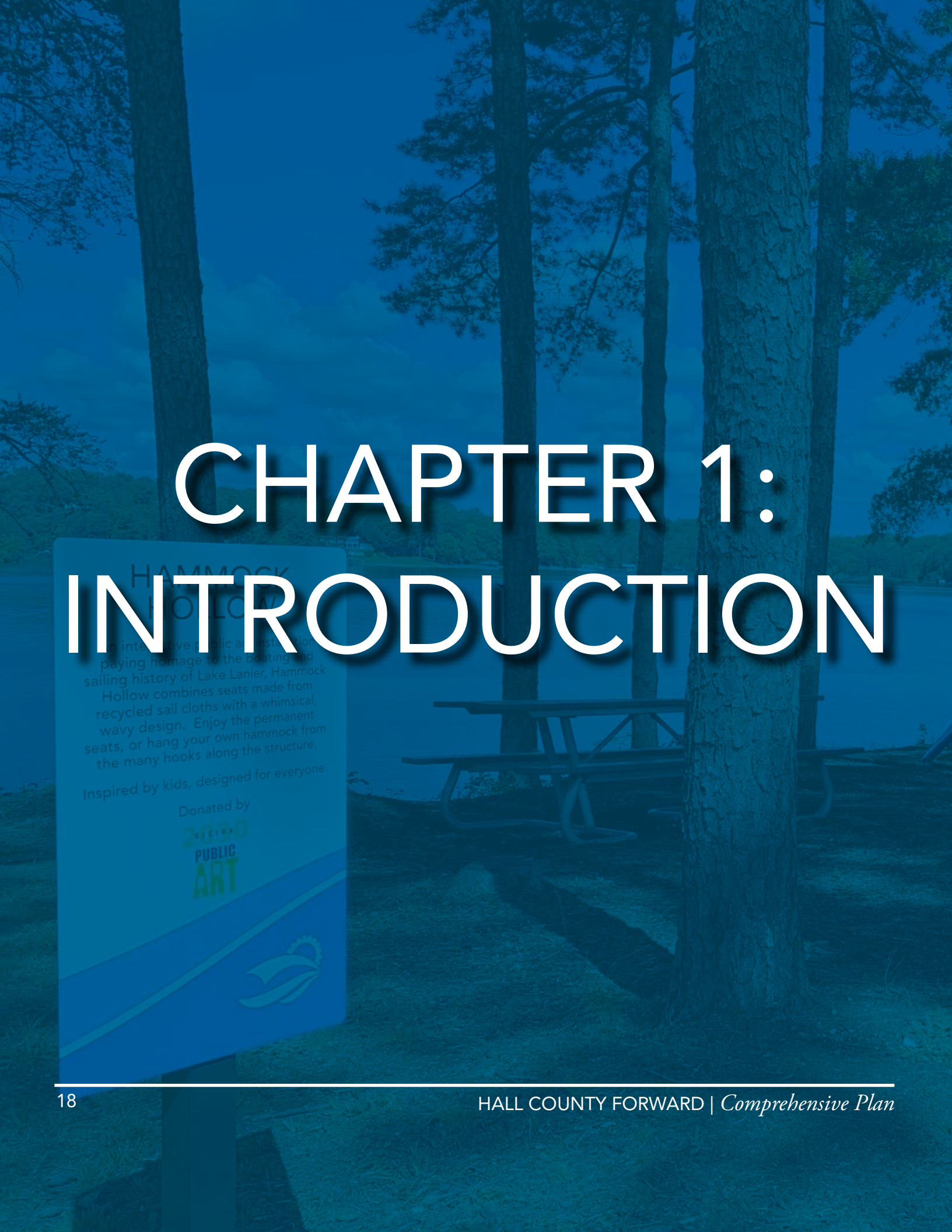
- Continue building the Highlands to Islands Trail Network.
- Adopt a complete streets policy.
- Implement an Americans with Disabilities Act (ADA) plan that identifies existing ADA barriers on sidewalks and crossings to allow for updates to be made on an ongoing basis.

Safety & Security

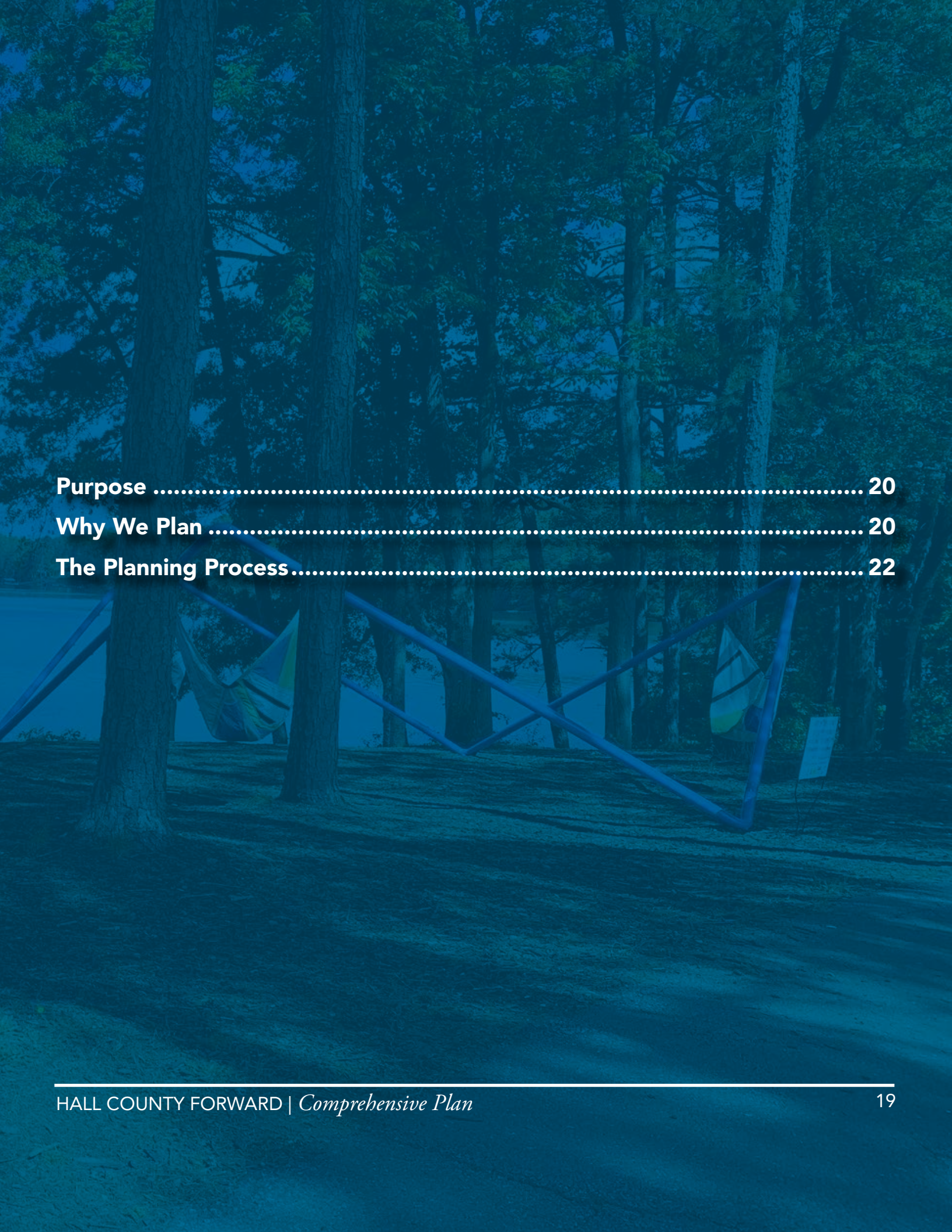
- Establish benchmarks to assist in setting measurable and attainable goals for decreasing the level of crime in Hall County.
- Track the construction of new developments to ensure that police and fire services can serve the growing population at the ideal level of service.

Economic Development

- Cooperate with the Economic Development Council (EDC) as they prepare and update the county-wide Economic Development Plan.
- Coordinate with the Georgia Department of Community Affairs (DCA) to seek Less Developed Census Tract designation for the Chicopee Mill area along Atlanta Highway.



CHAPTER 1: INTRODUCTION



Purpose **20**
Why We Plan **20**
The Planning Process **22**

INTRODUCTION

Hall County Forward, the County's official comprehensive plan, is a community-based plan for guiding the growth and investment expected to occur over the next 20 years and beyond. It is intended to serve as a guide for preserving the county's quality of life and sense of place in the face of growth pressures by providing specific policies and actions for land use and development, infrastructure, resources, economic development, and more.

Purpose

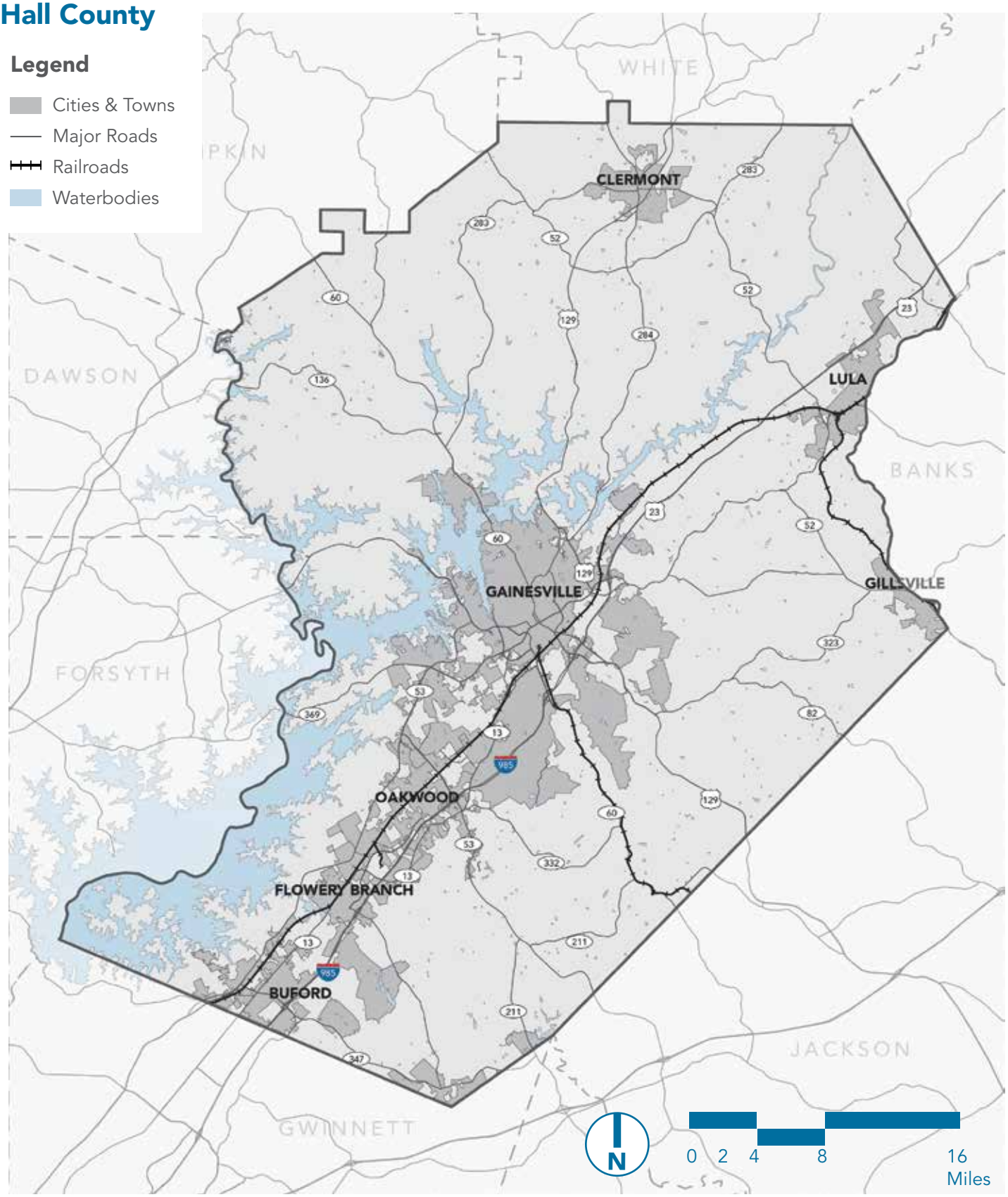
A comprehensive plan describes a community's long-range vision and provides a roadmap to achieve it. *Hall County Forward* represents this long-range vision for unincorporated Hall County, as expressed by goals and implementation strategies, along with recommendations for growth management, transportation, housing, greenspace, economic development, and more. This plan also serves the purpose of meeting the intent and requirements of the Georgia Department of Community Affairs' (DCA) "Standards and Procedures for Local Comprehensive Planning," as established on March 1, 2014. Preparation of a plan in accordance with these standards is an essential requirement in maintaining status as a Qualified Local Government (QLG). QLG status makes communities eligible for state assistance programs. This plan will allow only Hall County to retain its QLG status; each municipality has its own comprehensive plan that it maintains.

One of the major challenges of comprehensive plans is that most are broad in their scope—they address most topics but generally not in much detail. Although this is good from a viewpoint of being as comprehensive as possible, it can translate into recommendations that are vague and difficult to implement. *Hall County Forward* attempts to take a different approach. Rather than attempting to cover all topics at a high level, this plan seeks to address the county's most pressing challenges in a comprehensive manner and across disciplines to provide recommendations that result in actionable guidance. This is particularly important when guiding growth in the coming years and addressing how the county can balance population and employment growth, infrastructure, and the preservation of rural areas and greenspace, while ensuring that quality of life is maintained.

Why We Plan

A comprehensive plan is a policy document that guides the physical development of a community. Comprehensive planning is an important management tool for promoting a vibrant and connected community. It can be used to promote strategic development so the county can remain attractive and economically viable, while preserving important natural and historic resources. The comprehensive plan provides the community with an understanding of how and where it may develop, as well as what services may need adjusting to maximize the benefits of development. The plan helps the county decipher where to invest budgets in infrastructure such as roads, sewer service, parks and greenspace, and other facilities to maintain and improve residents' quality of life as well as economic development prospects.

Hall County


Legend
Cities & Towns
Major Roads
Railroads
Waterbodies
WHITE
CLERMONT
DAWSON
LULA
BANKS
GAINESVILLE
GILLSVILLE
FORSYTH
OAKWOOD
FLOWERY BRANCH
BUFORD
JACKSON
GWINNETT
N
0 2 4 8 16
Miles

The Planning Process

The comprehensive planning process kicked off in September of 2022 and finished in August 2024. The four stages of the planning process included orientation, determine direction, plan development, and confirm direction. Descriptions of the planning stages and accompanying public engagements are detailed below.

Planning Process Stages



September 2022 - December 2022

Orientation

Learning key issues and opportunities in Hall County



January 2023 - May 2023

Determine Direction

Discovering what Hall County stakeholders want for the future



June 2023 - September 2023

Plan Development

Creating draft recommendations



October 2023 - August 2024

Confirm Direction

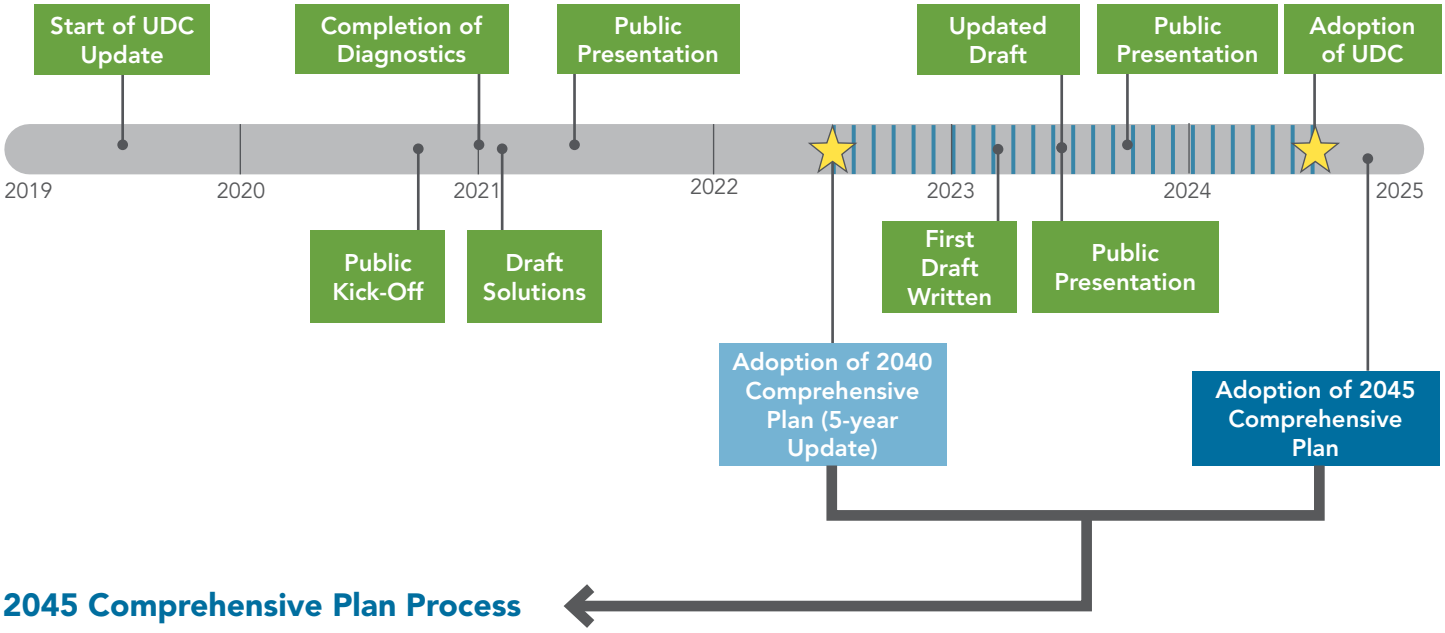
Presenting the recommendations and asking the question, "did we get it right?"

Public Engagement

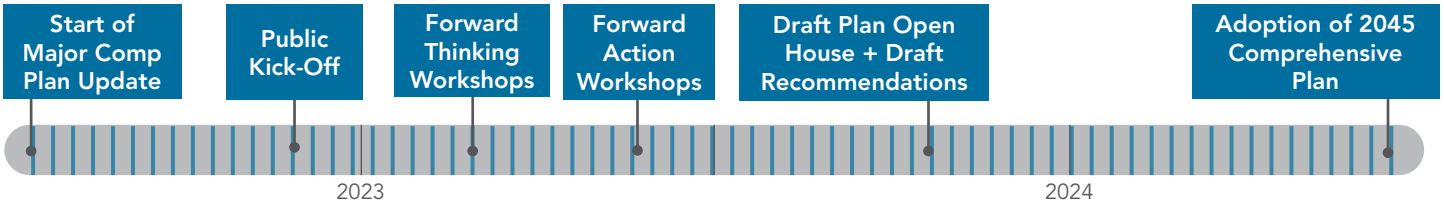
Orientation	Determine Direction	Plan Development	Confirm Direction
Steering Committee Meeting # 1 (Virtual) Kick-Off Meeting Survey goes live	Steering Committee Meeting #2 Survey closes Forward Thinking Workshops Forward Action Workshops	Citizens Advisory Committee Meeting Inter-governmental Advisory Committee Meeting Steering Committee Meeting #3 Technical Advisory Committee Meeting	Draft Plan Open House Steering Committee Meeting #4 30-day Public Review

The comprehensive planning process was conducted in conjunction with the major update to the county's Unified Development Code (UDC) to ensure that the plan's vision is supported by the County's zoning and development regulations. The graphic below details how these two processes aligned.

UDC and Comprehensive Plan Processes



2045 Comprehensive Plan Process

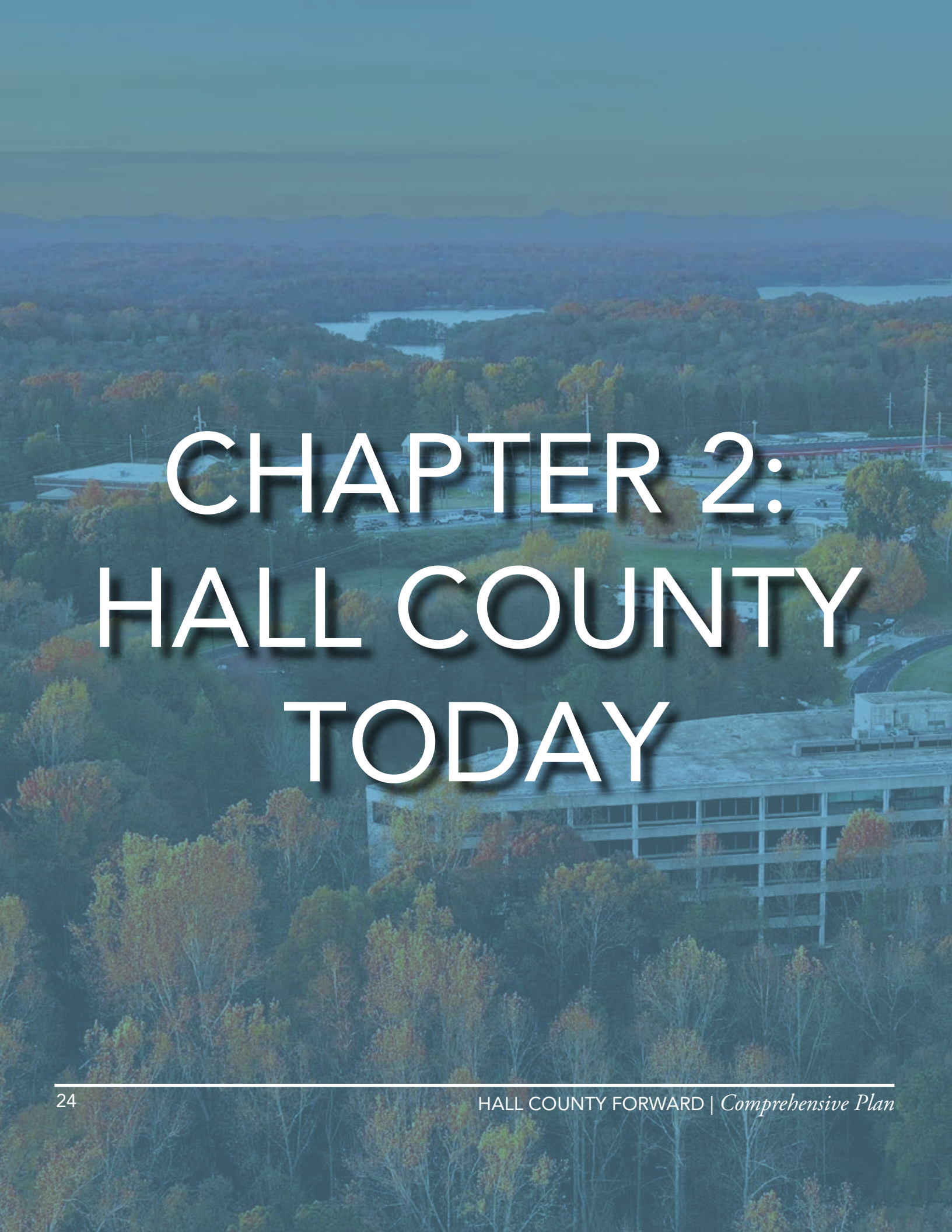


Minor Update - Community Engagement

The County conducted a separate minor update to the Hall County Comprehensive Plan that kicked off in May of 2026 and finished in June 2026. This was conducted in combination with edits to the Unified Development Code (UDC). Three community engagement events were held from 6:00 PM to 8:00 PM (dates and locations listed below) and online comment was available from May 15, 2026, to June 15, 2026.

- June 2, 2026 - Mulberry Creek Community Center
- June 4, 2026 - Hall County Government Center
- June 9, 2026 - North Hall Community Center

While most comments received were associated with the UDC updates, Staff was able to, using public input, provide clarity on the purpose for and definition of the "Urbanized Zone" as well as define "Activity Centers". Total comments received were 255: 86 in person during the community engagement events, 159 online, and 10 emailed.



CHAPTER 2: HALL COUNTY TODAY

Introduction & Planning Areas 26
Population. 34
Land Use 42
Housing 50
Transportation & Infrastructure 54
Community Resources 68
Economics 74
Parks, Recreation, & Greenspace 82
Natural Resources. 88
Historic Resources 92
Susceptibility to Change 94
The Takeaways 100

HALL COUNTY TODAY

Introduction & Planning Areas

This comprehensive plan for Hall County's future is grounded in an inventory and analysis of the conditions that shape the county today, including:

- Population
- Land Use
- Housing
- Transportation and infrastructure
- Community resources
- Economics
- Broadband
- Greenspace
- Natural resources
- Historical resources

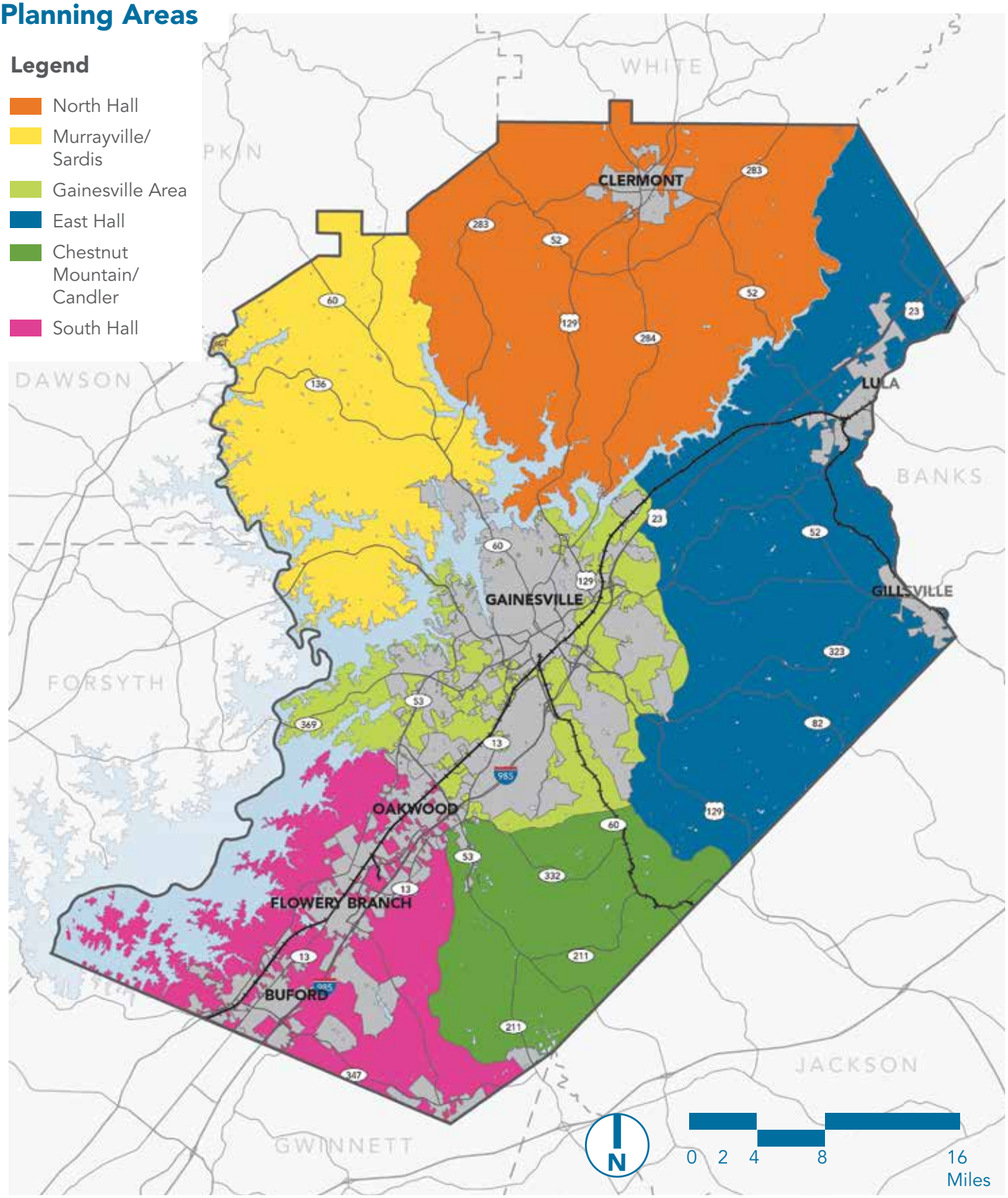
The planning process also acknowledges the diverse development patterns, lifestyles, and geography in Hall County by organizing it into six planning areas:

- North Hall
- Murrayville/Sardis
- Gainesville Area
- East Hall
- Chestnut Mountain/Candler
- South Hall

These planning areas were originally defined in the 2017 Comprehensive Plan for analyzing the county's population, housing, and employment trends, and comparing those trends to other patterns. The boundaries were developed using 2010 Census block group boundaries. The comprehensive plan update in 2022 revealed a desire to continue using these planning areas for analysis purposes, as well as a geographic basis for new plan recommendations. The current planning study refined the initial boundaries by slightly adjusting them to better align with the geographic characteristics of each area's edges.

The following pages introduce each planning area, their context, and the issues and opportunities identified that they currently face or may face in coming decades.

Planning Areas



NORTH HALL

Context

This area comprises the top portion of the county, sharing a border with the souther portions of Lumpkin and White Counties. North Hall is roughly located between Cornelia Highway and SR 60/ Thompson Bridge Road, with US 129/Cleveland Highway running straight up its center. This is one of the more rural areas in the county with low population densities, large tracts of agricultural land, and scenic state parks.

Population: Approximately 18,000*

Cities: Clermont

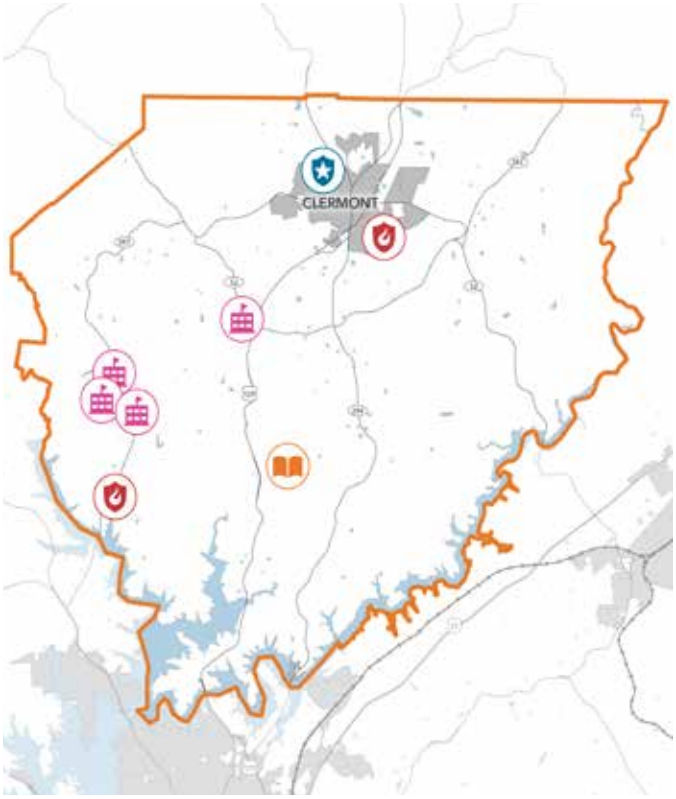
Schools:

- Wauka Mountain Elementary School
- Mount Vernon Exploratory Academy
- North Hall Middle School
- North Hall High School

Community Resources:

- North Hall Technology Center (Hall County Library Branch)
- Wauka Mountain Compactor
- Hall County Fire Stations 2, 15, and 16
- North Hall Park
- Laurel Park
- North Hall Precinct for the Hall County Sheriff's Office
- Little River Park
- Don Carter State Park
- Mossy Creek Park

* Source: TSW team estimates based on data from the 2020 Census Bureau's American Community Survey. Estimates were made because planning areas did not align completely with census tracts.



Key Issues

- Increasing residential development pressure.
- Lack of multimodal transportation options (challenges with walking/biking places, little access to transit).
- Rural character is diminishing as more development occurs.
- Transportation challenges on US 129/ Cleveland Highway and SR 60/Thompson Bridge Road.
- Poor cellular network connectivity.

Opportunities

- Forthcoming sewer infrastructure will bring many benefits to the area including improving residents' quality of life.
- Protection of undeveloped land to promote Hall County's conservation efforts.

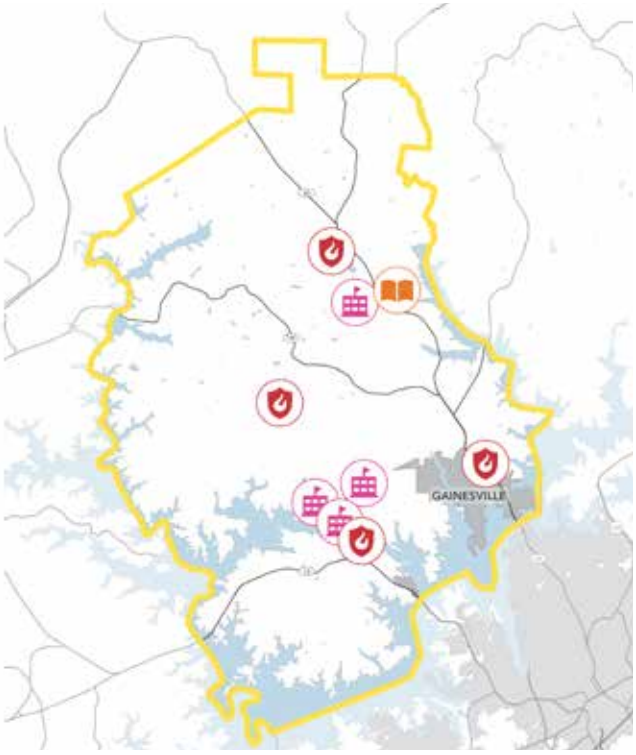
MURRAYVILLE/SARDIS

Context

The Murrayville/Sardis area is in the western portion of the county, northwest of Gainesville. The name of the planning area refers to two well-known unincorporated communities within Hall County. Murrayville is located along SR 60/ Thompson Bridge Road, about 10 miles northwest of Gainesville. The community was named in honor of a local merchant, Patrick J. Murray. Sardis is to the south of Murrayville and across Lake Lanier from Gainesville. Sardis Creek has lent its name to local parks, roadways, and schools. The area is experiencing Gainesville's medium to higher-density single-family residential development on its southern periphery, but on its borders with North Hall and Lumpkin County, the area remains rural.

Population: Approximately 20,000*

Cities: N/A



Schools:

- Lanier Elementary School
- Sardis Elementary School
- Chestatee Academy
- Chestatee High School

Community Resources:

- Hall County Fire Stations 3, 11, and 13
- Murrayville Library (Hall County Library Branch)
- Wahoo Creek Park
- Murrayville Park
- Sardis Sports Complex
- Cool Springs Park
- Bolding Mill Park
- Little Hall Park
- Thompson Bridge Park
- Sardis Creek Park
- Simpson Park, Robinson Park
- Duckett Mill Park

Key Issues

- Prominent wetlands lack protection.
- Increasing development pressure.
- Existing infrastructure lacks capacity to support increased growth and development.

Opportunities

- The area is unlikely to change based on land use value and development forces.
- The northern portion may contain opportunities to contribute to the county's environmental protection areas.

* Source: TSW team estimates based on data from the 2020 Census Bureau's American Community Survey. Estimates were made because planning areas did not align completely with census tracts.

GAINESVILLE AREA

Context

The Gainesville Area is the immediate area of influence surrounding the city of Gainesville. Gainesville serves as the county seat for Hall County and is the most populous municipality in the county with 43,417 residents. This planning area is directly in the center of the county. Given its population density, many of Hall County's community resources and administrative offices are in the Gainesville Area. The area is one of the most built out in the county.

Population: Approximately 61,000*

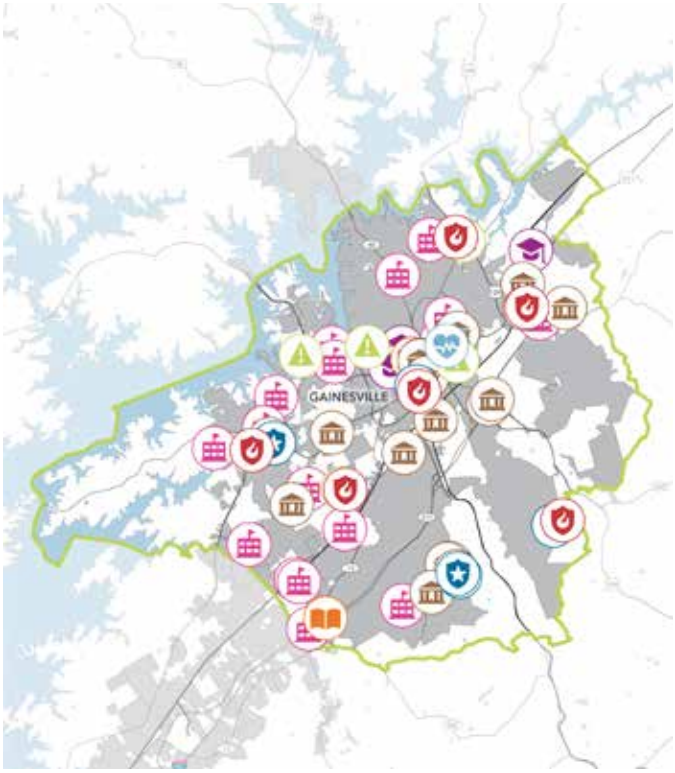
Cities: Gainesville

Schools:

- Chicopee Woods Elementary School
- Lyman Hall Elementary School
- Riverbend Elementary School
- White Sulphur Elementary School
- McEver Arts Academy
- Academies of Discovery at South Hall
- World Language Academy Middle School
- Johnson High School
- Ivester Early College
- Lanier College Career Academy
- The Foundry

Community Resources:

- Allen Creek Soccer Complex
- Hall County Fire Stations 4 and 7
- Blackshear Place Library (Hall County Library)
- Chicopee Woods Agricultural Center
- River Forks Park
- County Landfill
- Hall County Courthouse
- Hall County Animal Control
- Hall County Law Enforcement Center
- Bicentennial Park



- Adult Literacy Center
- Hall County Health Department
- Butler Park
- Gainesville Marina

Key Issues

- Expected to absorb at least 20% of Hall County's future population growth and consequent strains on infrastructure.
- Diminished housing affordability.
- Limited walkability.

Opportunities

- Undeveloped tracts or underutilized land can support future development by responding to future population growth.
- Existing infrastructure could support redevelopment.
- Proximity to existing services.

* Source: TSW team estimates based on data from the 2020 Census Bureau's American Community Survey. Estimates were made because planning areas did not align completely with census tracts.

EAST HALL

Context

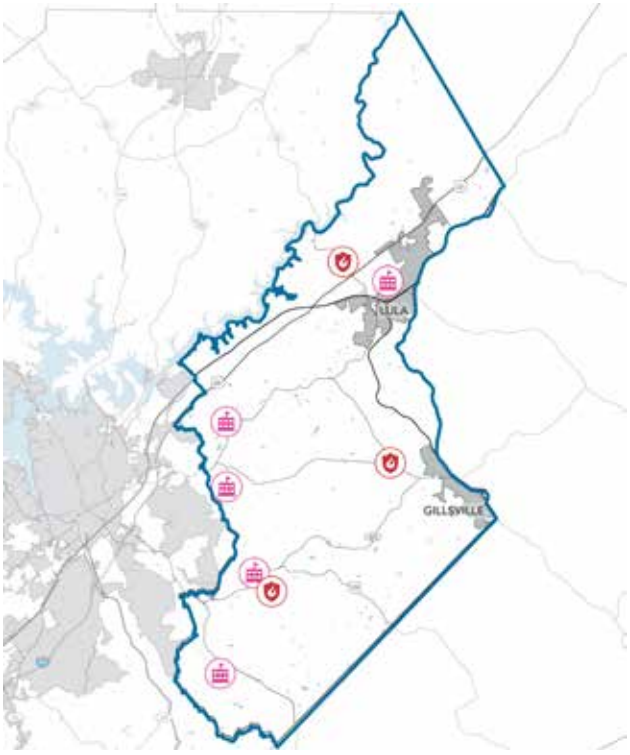
East Hall is comprised of large tracts of agricultural land and large-lot, low-density residential uses. The East Hall planning area also has the most vacant land of the six planning areas. These land use patterns and the area's proximity to SR 365/ Cornelia Highway mean the development of the nearby Inland Port will have great impacts on the area. About 25% of the land area is highly susceptible to change.

Population: Approximately 23,000*

Cities: Lula and Gillsville

Schools:

- Lula Elementary School
- Sugar Hill Academy
- Tadmore Elementary School
- East Hall Middle School
- East Hall High School



Community Resources:

- Hall County Fire Stations 1, 6, and 10
- Healan's Mill Park
- Tadmore Park
- East Hall Park
- Cedar Creek Reservoir Park
- North Oconee Drinking Water Supply Intake
- Thurmon Greenspace
- Peckerwood Greenspace
- Belton Bridge Park

Key Issues

- Lack of community resources.
- Development pressure may hinder sustaining the area's rural character.
- Maintenance of public spaces.

Opportunities

- The North Oconee Water Supply Watershed Protection Overlay will continue to offer the area environmental protection.
- SR 365/Cornelia Highway continues to be a driving force for economic development in the area.
- The incoming Inland Port
- The Gateway Business Center

* Source: TSW team estimates based on data from the 2020 Census Bureau's American Community Survey. Estimates were made because planning areas did not align completely with census tracts.

CHESTNUT MOUNTAIN/CANDLER

Context

The Chestnut Mountain/Candler area is in the county's southeastern corner, referencing two well-known unincorporated communities in this section of Hall County. Candler is a community south of Gainesville at the intersection of Poplar Springs Road and Candler Road. Its name references Georgia's 56th governor, Allen D. Candler. It was its own city between 1910 and 1995 until the town's charter was dissolved after a period of inactivity. Chestnut Mountain is in the southern part of the planning area south of Oakwood along SR 211/ Winder Highway. Its name honors pioneer J.T. Chestnut. This is another rural area of the county, containing large tracts of vacant land.

Population: Approximately 16,500*

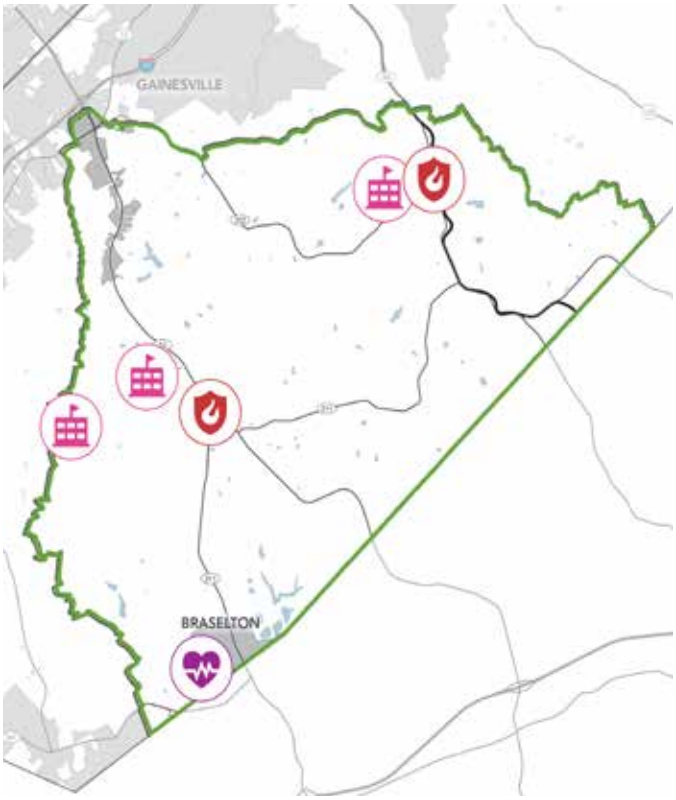
Cities: A small portion of Braselton

Schools:

- Chestnut Mountain Elementary School
- Myers Elementary School
- World Language Academy Elementary School

Community Resources:

- Fire Stations 9 and 12
- Platt Park



Key Issues

- Lacking in community resources.
- Almost no parks are within its boundaries.
- Contains the most land that is highly susceptible to change within the next 10 years in the county.
- Proximity to Gainesville and Braselton generates through traffic.
- Contains a high number of large tract lots and little access to water.
- Potential spillover growth from Jackson County, one of the state's fastest growing counties, especially along SR 53 towards Gainesville.

Opportunities

- Close to basic services (schools, groceries, medical, etc.) in Gainesville and Braselton.
- Expansion of the North East Georgia Health System

* Source: TSW team estimates based on data from the 2020 Census Bureau's American Community Survey. Estimates were made because planning areas did not align completely with census tracts.

SOUTH HALL

Context

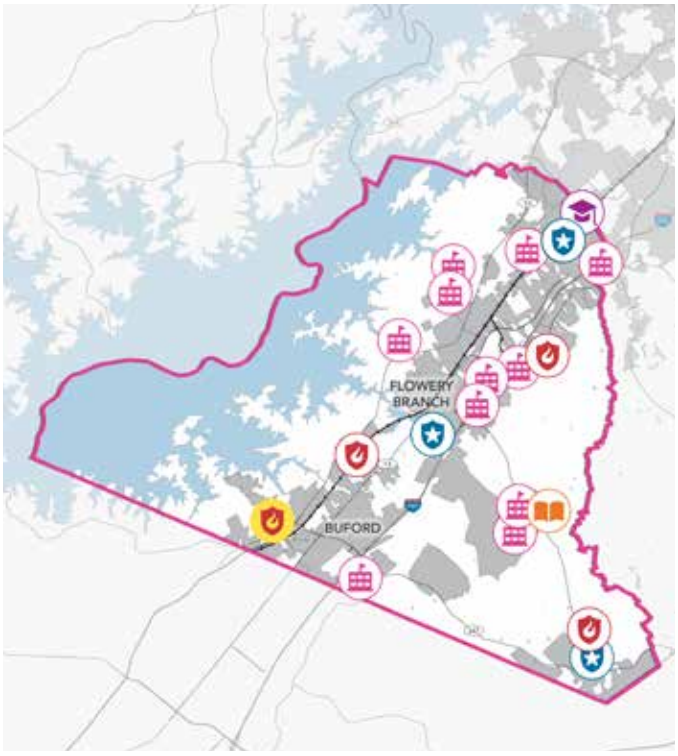
This planning area consists of the southern portion of Hall County near the Gwinnett County border. I-985 bisects the area, and the City of Buford straddles the county line. The I-985, Buford's industrial growth, and the population increases in the cities along the interstate have led to drastic population growth and increased development. Much of the residential development in South Hall is medium to high-density single-family residential.

Population: Approximately 52,000*

Cities: Flowery Branch, Oakwood, a portion of Buford, and a portion of Braselton

Schools:

- Flowery Branch Elementary School
- Friendship Elementary School
- Spout Springs Elementary School
- Oakwood Elementary School



- Martin Elementary School
- Cherokee Bluff Middle School
- Davis Middle School
- West Hall Middle School
- Cherokee Bluff High School
- Flowery Branch High School
- West Hall High School

Community Resources:

- Hall County Fire Stations 5, 8, 14, and 17
- Hall County Sheriff's Office, South Hall Precinct
- Spout Springs Library (Hall County Library Branch)
- Alberta Banks Park
- Williams Mill Greenspace
- Hog Mountain Sports Complex
- 5 Marinas: Sunrise Cove, Aqualand, Starboard, Holiday, and Lake Lanier Sailing Club
- Cherokee Bluffs Park
- Mulberry Creek Park
- Spout Springs Sports Complex

Key Issues

- Growth management challenges.
- Traffic congestion.
- Specific hot spots for transportation issues such as McEver Road, Mundy Mill Road, SR 347/Friendship Road, Spout Springs Road, and SR 13/Atlanta Highway.
- Above issues create a public perception that the area is less desirable.

Opportunities

- Planned future connection of the Chicopee Trail to SR 347/Friendship Road.
- Upcoming improvements to sewer infrastructure.

* Source: TSW team estimates based on data from the 2020 Census Bureau's American Community Survey. Estimates were made because planning areas did not align completely with census tracts.

Population

The following pages provide an inventory of population characteristics such as growth, income, and education, etc. Note, for this comprehensive plan, KB Advisory Group uses a combination of Claritas Spotlight data for current and historical Census information combined with in-house projections based on US Census and Georgia Governor's Office of Planning and Budget data. Claritas Spotlight is a third-party data provider that aggregates various Decennial and American Community Survey US Census data surveys into one single output report.

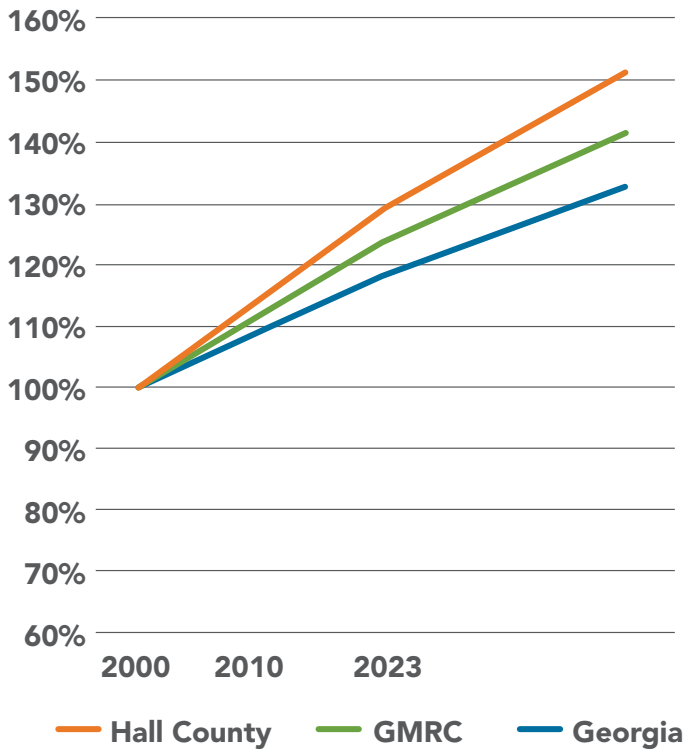
Population & Household Growth

Hall County's population is growing faster than Georgia's population, with over 70,000 new residents in roughly the last two decades. The total estimated 2022 population is 210,802 with a projection of reaching 383,214 by 2050. The growth rate from years 2000-2022 is 1.9% in comparison to Georgia's 1.3% growth rate.

Like the trends with population growth, the households in Hall County are also increasing faster than Georgia overall. The growth rate of Hall County is 1.9%, but Georgia's overall rate is at 1.3%. Population and households are increasing at the same rate.

Over two-thirds of Hall County residents live in the unincorporated portions of the county. Gainesville is the largest municipality in the county, with over 20% of the county population.

Population Growth



Source: KB Advisory Group based on data from Claritas Spotlight; Gainesville-Hall MPO 2020 Regional Transportation Plan; Governor's Office of Planning and Budget.

Population Characteristics

The population of Hall County has a greater share of White residents and Hispanic/Latino residents than Georgia overall. Hispanic/Latino residents represent 30% of the county. Hall County also has a slightly higher percent of Asian residents than Georgia. However, there are significantly fewer Black/African American residents living in Hall County than the remainder of Georgia. Almost 20% of the county identifies as "Some Other Race Alone" suggesting that there is a relatively large multi-cultural population. This category was higher than all others except for White alone. The generational/age makeup of Hall County is overall similar to Georgia.

Population Growth

Population	Hall County	Georgia Mountain Regional Commission	Georgia
2000 Census	139,290	356,923	8,186,491
2010 Census	179,684	442,135	9,687,653
2023 Estimate	218,799	505,339*	10,992,292
2050 Forecast	**383,214**	**653,730**	**13,390,283**
New Population 2000-2023	79,509	148,416	2,805,801
Growth Rate 2000-2023	2.0%	1.6%*	1.4%

* Designates numbers that reflect 2022 estimates since data is not available for 2023 from Georgia Mountain Regional Commission

Source: KB Advisory Group based on data from Claritas Spotlight; Gainesville-Hall MPO 2020 Regional Transportation Plan; Governor's Office of Planning and Budget.

Household Growth

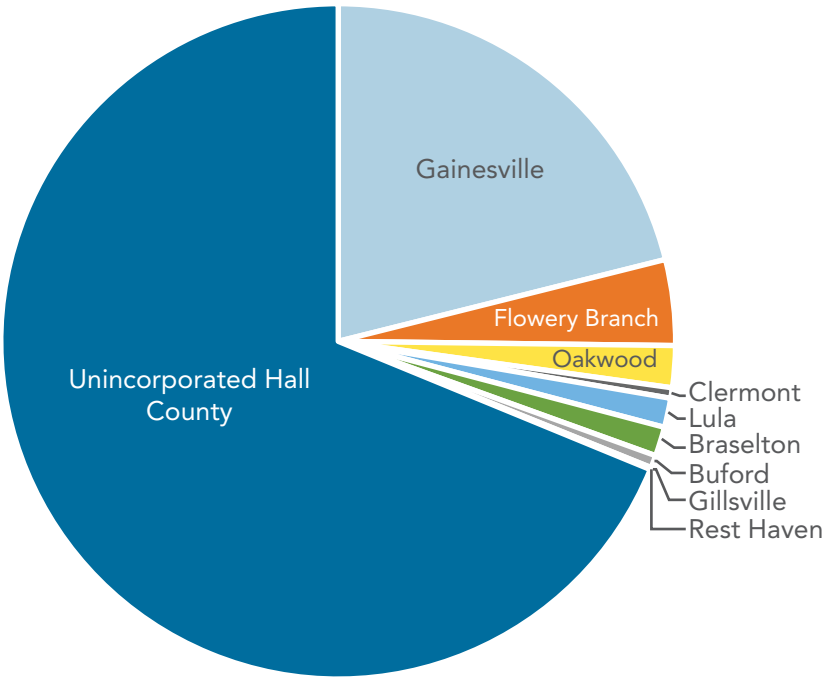
Households	Hall County	Georgia Mountain Regional Commission	Georgia
2000 Census	47,389	131,723	3,006,377
2010 Census	60,691	162,287	3,585,584
2023 Estimate	74,331	184,693*	4,092,467
Growth Rate 2000-2023	2.0%	1.5%*	1.4%

* Designates numbers that reflect 2022 estimates since data is not available for 2023 from Georgia Mountain Regional Commission

Source: KB Advisory Group based on data from Claritas Spotlight.

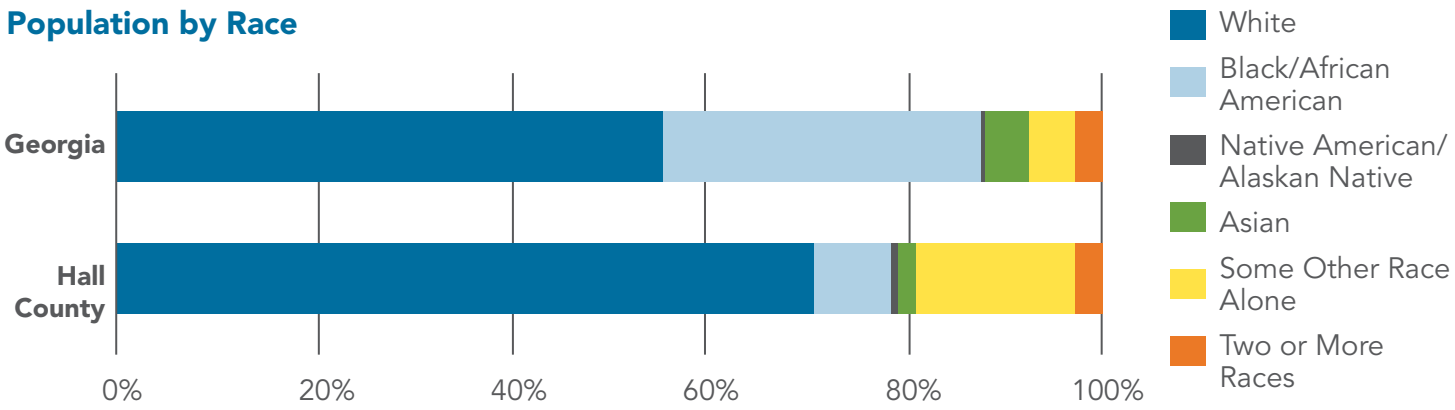
Hall County Population by Community

Community	Total Population Estimate	Hall Population Estimate	Percent of Hall County
Gainesville	44,479	44,479	21.1%
Flowery Branch	8,643	8,643	4.1%
Oakwood	4,216	4,216	2.0%
Clermont	1,054	1,054	0.5%
Lula	2,985	2,951	1.4%
Braselton	11,452	2,951	1.4%
Buford	16,143	1,265	0.6%
Gillsville	270	211	0.1%
Rest Haven	70	34	0.0%
Unincorporated Hall County	**145,032**	**145,032**	**68.8%**
TOTAL	**-**	**210,802**	**-**



Source: KB Advisory Group based on data from Claritas Spotlight, Gainesville 2021 Community Assessment

Population by Race



Households	Hall County	Georgia
White Alone	70.8%	55.4%
Black/African American Alone	7.7%	32.2%
American Indian/Alaskan Native Alone	0.5%	0.4%
Asian Alone	2.0%	4.5%
Native Hawaiian/Pacific Islander Alone	0.1%	0.1%
Some other race alone	16.2%	4.6%
Two or more races	2.8%	2.8%

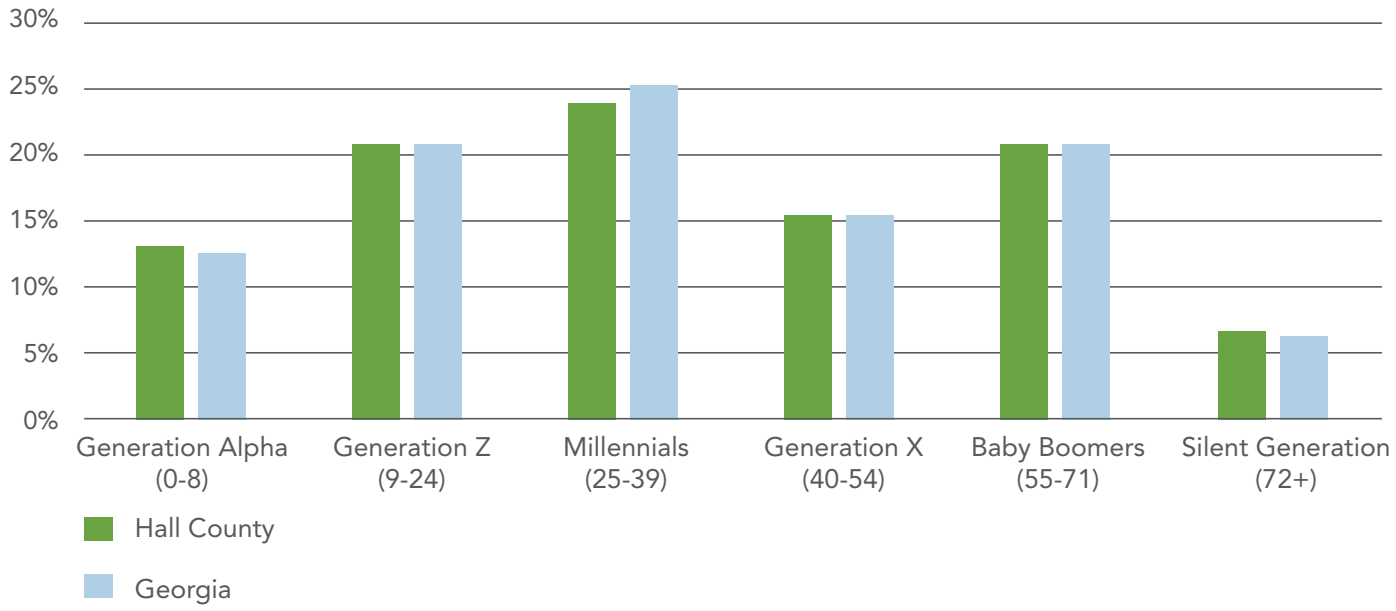
Source: KB Advisory Group based on data from 2022 American Community Survey

Percent Hispanic/Latino

Households	Hall County	Georgia
Hispanic/Latino	30%	10%
Non-Hispanic/Latino	70%	90%

Source: KB Advisory Group based on data from 2022 American Community Survey

Generational Makeup



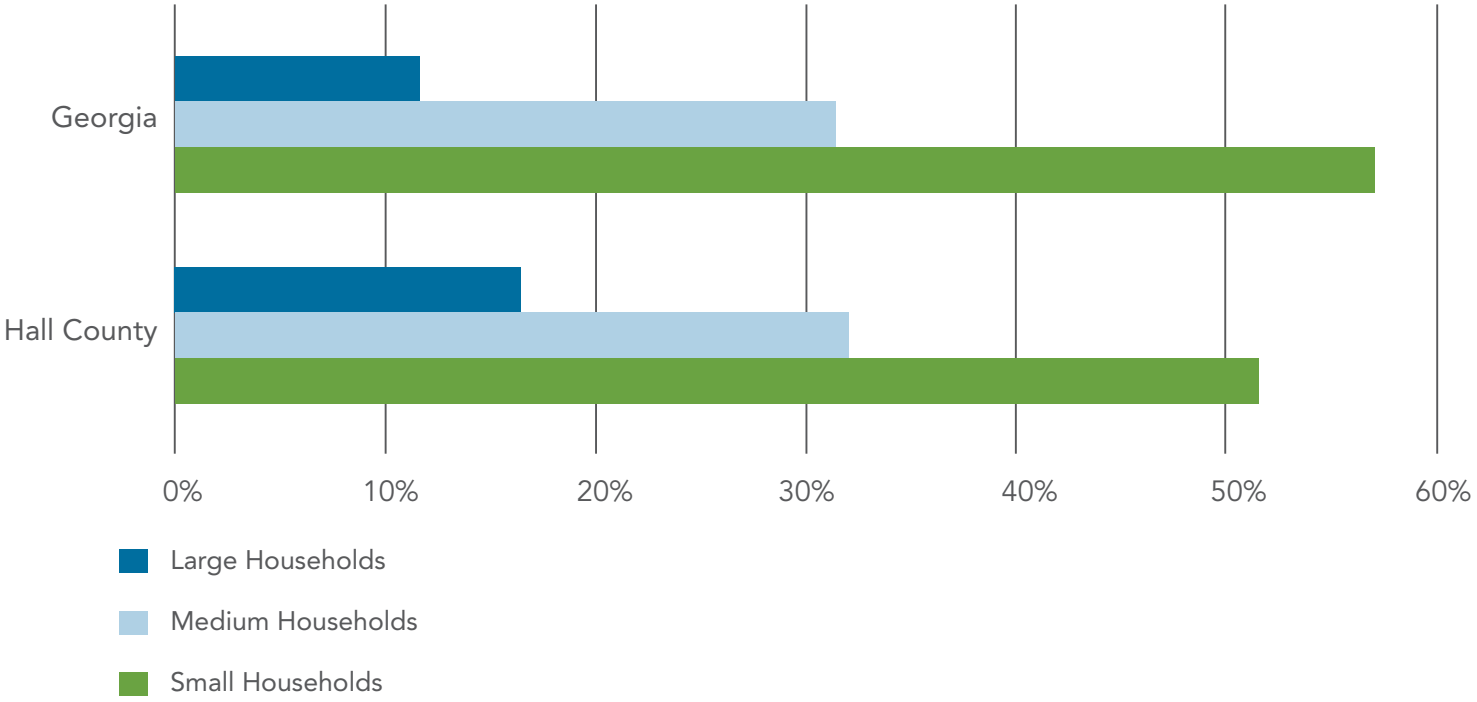
Age & Generational Cohort	Hall County	Georgia
Generation Alpha (0-8)	13%	12%
Generation Z (9-24)	21%	21%
Millennials (25-39)	24%	25%
Generation X (40-54)	15%	15%
Baby Boomers (55-71)	21%	20%
Silent Generation (72+)	7%	6%

Source: KB Advisory Group based on data from 2022 American Community Survey

Household Characteristics

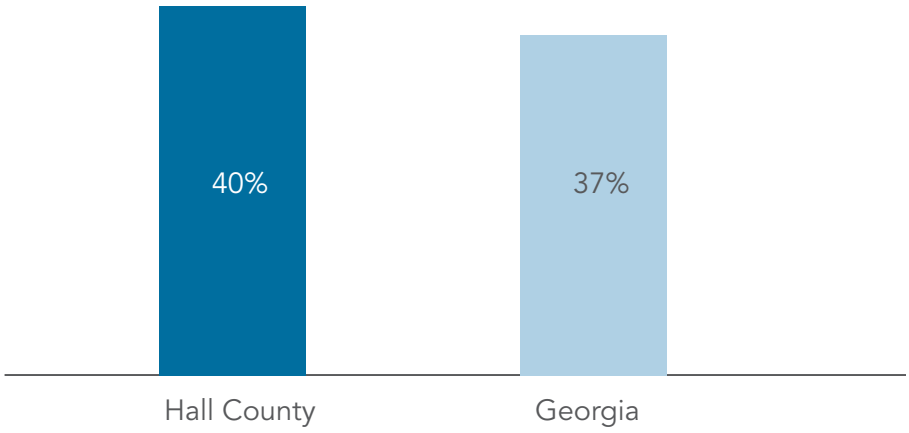
Hall County has a slightly higher proportion of households with children than Georgia. Hall County has proportionally more large households (those with five or more residents) than Georgia.

Household Size



Source: KB Advisory Group based on data from 2022 American Community Survey

Households By Presence of Children

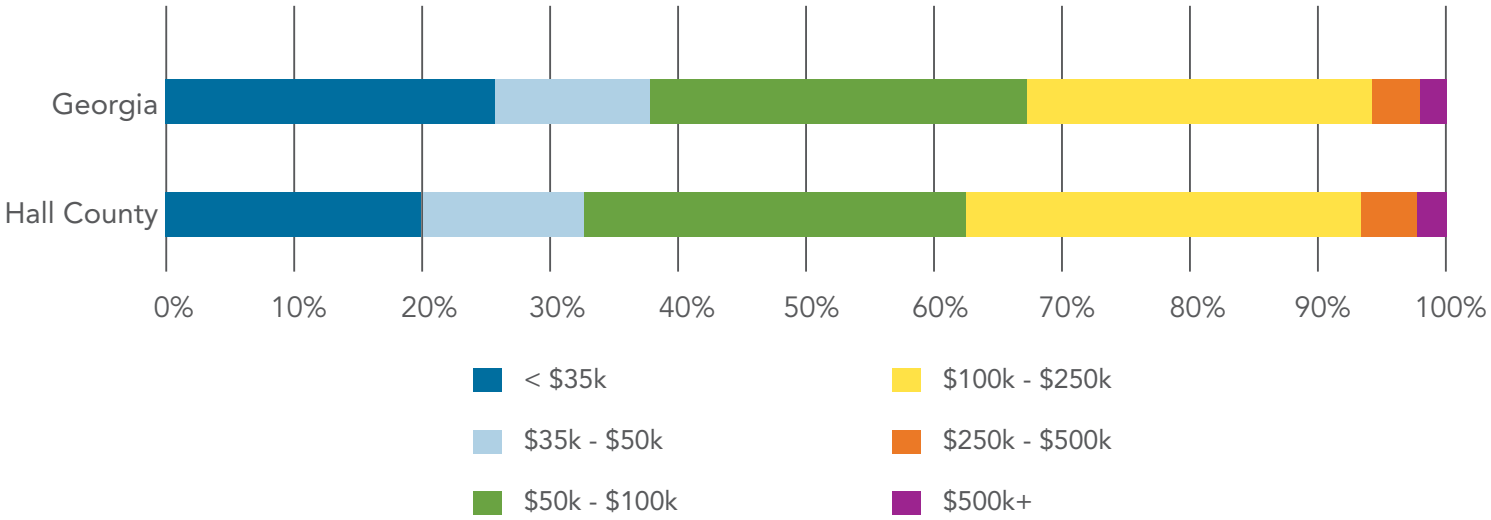


Source: KB Advisory Group based on data from 2022 American Community Survey

Income Characteristics

Median household incomes in Hall County are higher than in Georgia. Hall County has fewer households earning less than $35,000 annually than Georgia. The median annual household income is $75,245, and most households fall into the categories of $50,000 - $100,000 or $100,000 - $250,000.

Annual Household Income Distribution



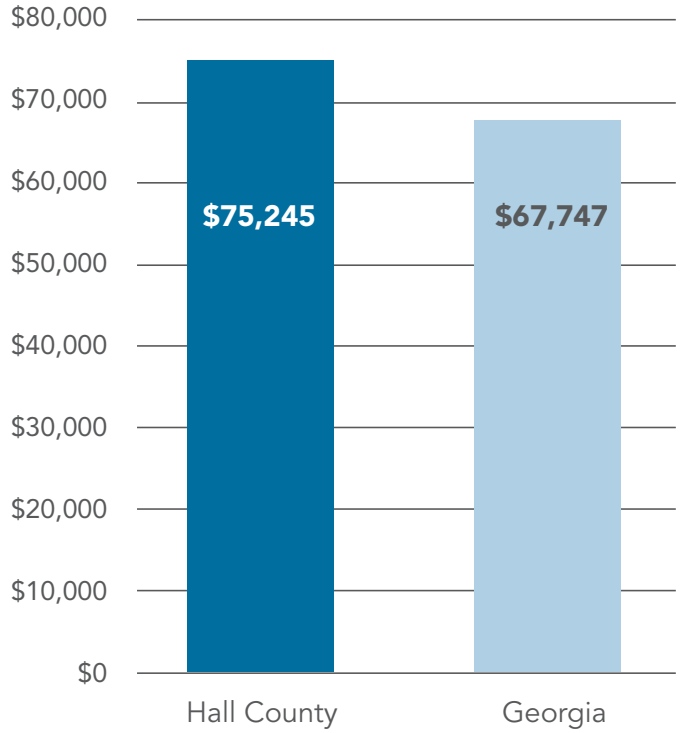
Source: KB Advisory Group based on data from 2022 American Community Survey

Annual Household Income Distribution

Households	Hall County	Georgia
<$35,000	20%	26%
$35000 - $50,000	13%	12%
$50,000 - $100,000	30%	30%
$100,000 - $250,000	31%	27%
$250,000 - $500,000	4%	4%
$500,000+	2%	2%

Source: KB Advisory Group based on data from 2022 American Community Survey

Annual Median Household Income

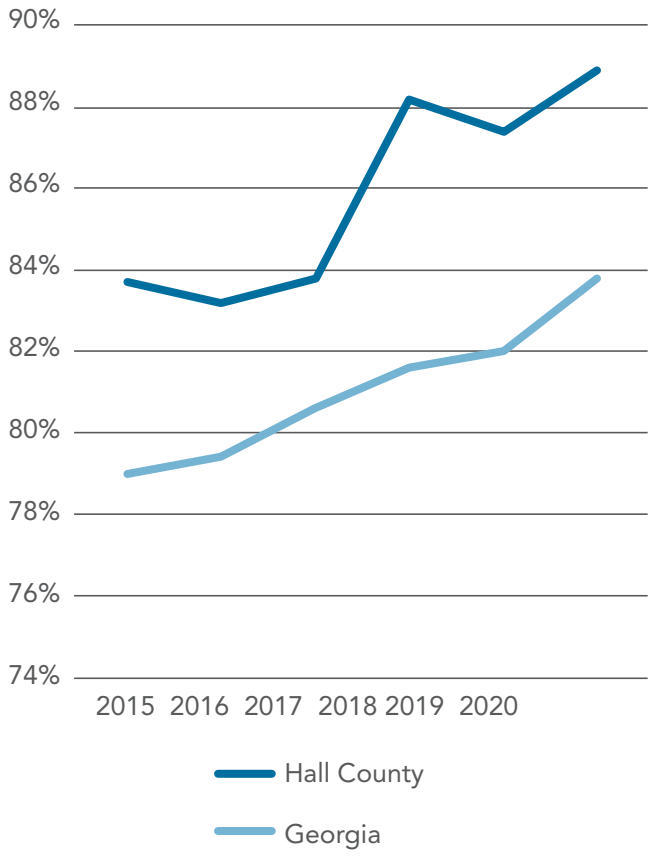


Source: KB Advisory Group based on data from 2022 American Community Survey

Educational Characteristics

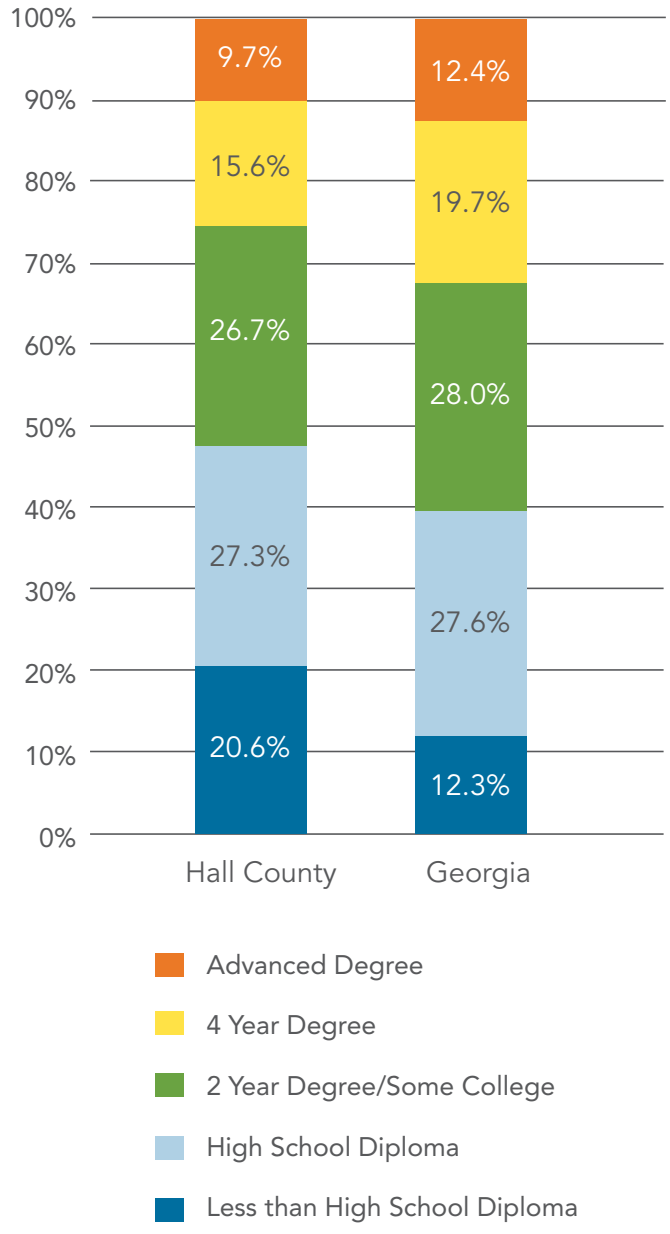
Hall County high school graduation rates are rising and are consistently higher than Georgia over the past five years of available data. Hall County has a larger proportion of residents who lack a high school diploma than the state overall.

High School Graduation Rates



Source: KB Advisory Group based on data from 2022 American Community Survey

Educational Attainment



Source: KB Advisory Group based on data from 2022 American Community Survey

Land Use

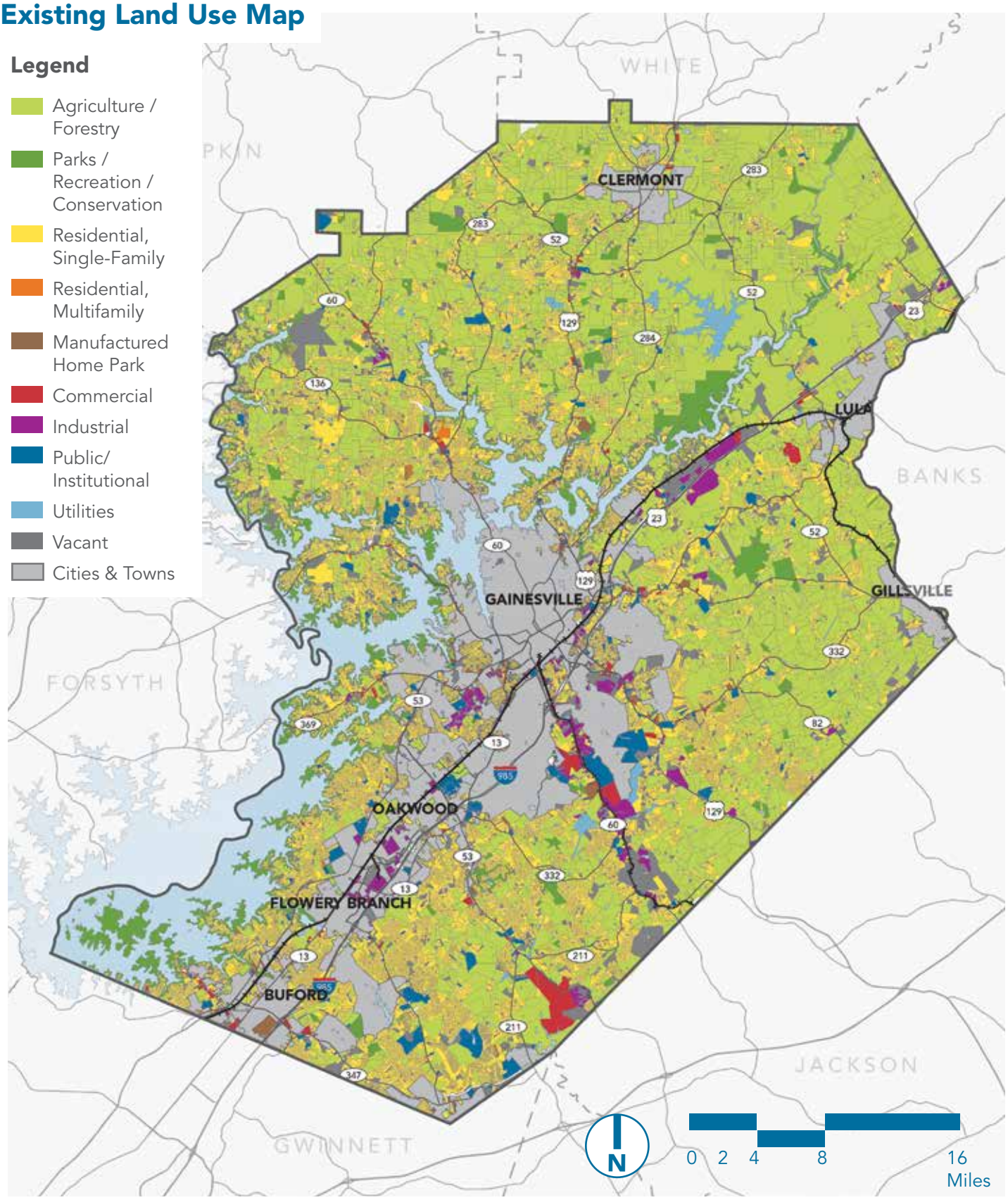
Existing Land Uses

Land use is a foundation of planning—it describes how land is used for human activities, such as living and working, or whether it is preserved. This section describes the nature of existing land uses in Hall County outside of incorporated cities and analyzes their patterns. The Existing Land Use Map (see page 43) displays county-wide existing land use, defined as the current use of parcels of land and categorized as described in the Existing Land Use Categories table below. The Existing Land Use Map was developed through a process of GIS analysis that involved tax digest data from Hall County, aerial photography from various sources, and field confirmation.

Existing Land Use Categories

Category	Description of Land Uses
Agriculture/Forestry	Agricultural and forestry activities
Parks/Recreation/ Conservation	Open space such as public parks and state and federal lands
Residential, Single-Family	Single-family detached houses and manufactured houses on individual lots < 5 acres
Residential, Multifamily	Apartments, attached houses (i.e., townhouses, duplexes), condominiums
Manufactured Home Park	Multiple manufactured houses ("mobile homes") on a single, unsubdivided lot
Commercial	Non-industrial businesses including retail sales, office, services, and entertainment
Industrial	Warehousing, wholesale trade and manufacturing
Public/Institutional	State, federal, or local government uses including county offices and government building complexes, police and fire stations, libraries, prisons, schools, etc.
Utilities	Radio towers, telephone switching stations, electric utility substations, and other similar uses
Vacant	Land that may be improved or developed but is not currently in use and has no structures.

Existing Land Use Map



Existing Land Use Categories

There are approximately 202,573 acres in 58,736 tax parcels within the county with an identified use, including vacant. The table on page 45 summarizes each Existing Land Use category. These categories were created based on those identified in previous planning exercises and those listed on the county's tax digest. These land uses are defined below.



Agriculture/Forestry. These lands are comprised of both farms that include a single-family house and/or other improvements (barns, silos, etc.) used to produce agricultural products, as well as land primarily used for the production of trees, timber, or other wood products.



Parks/Recreation/ Conservation. These lands are made of up public and privately-owned parks and recreation centers, as well as land that has been set aside for conservation use.



Single-Family Residential. This includes all detached and attached houses (such as townhouses), be they in subdivisions or not, along with accessory uses in a subdivision like open space or amenities.



Multifamily Residential. These lands are made up of two-family (duplex), three-family (triplex), and other residences with four or more units.



Manufactured Home Park. These are lands that are designed, developed, operated, and maintained to provide sites and facilities for the placement and occupancy of manufactured houses.



Commercial. These lands are used for the exchange of goods and services at either the wholesale or retail level. They can be in the form of stand-alone centers or incorporated into mixed-use developments.



Industrial. This includes all lands utilized for the manufacturing or processing of goods for wholesale or retail sale.



Public/Institutional. This includes all lands utilized for tax-exempt uses such as publicly owned property, places of religious worship and/or burial, and educational institutions, etc.



Utilities. These lands include those occupied by railroad companies, public utility companies (i.e., Georgia Power), telecommunication facilities, and airports.



Vacant. These lands include those that may be improved or developed but are not currently in use and have no structures.

Existing Land Use Summaries

Category	Parcels	%	Acres	%
Agriculture/Forestry	3,666	6.2%	100,296.40	49.5%
Lots (less than 5 acres)	*580*	*1.0%*	*1,361.80*	*0.7%*
Small Tracts (between 5 and 20 acres)	*1,779*	*3.0%*	*20,952.30*	*10.3%*
Large Tracts (20 acres or more)	*1,307*	*2.2%*	*77,982.30*	*38.5%*
Parks/Recreation/Conservation	352	0.6%	15,588.40	7.7%
Lots (less than 5 acres)	*110*	*0.2%*	*138.20*	*0.1%*
Small Tracts (between 5 and 20 acres)	*76*	*0.1%*	*975.60*	*0.5%*
Large Tracts (20 acres or more)	*166*	*0.3%*	*14,474.60*	*7.1%*
Residential, Single-Family	46,381	79.0%	59,085.40	29.2%
Lots (less than 5 acres)	*44,583*	*75.9%*	*42,068.90*	*20.8%*
Small Tracts (between 5 and 20 acres)	*1,704*	*2.9%*	*13,200.80*	*6.5%*
Large Tracts (20 acres or more)	*94*	*0.2%*	*3,815.70*	*1.9%*
Residential, Multifamily	298	0.5%	183.90	0.1%
Lots (less than 5 acres)	*291*	*0.5%*	*45.70*	*< 0.1%*
Small Tracts (between 5 and 20 acres)	*6*	*< 0.1%*	*52.10*	*< 0.1%*
Large Tracts (20 acres or more)	*1*	*< 0.1%*	*86.10*	*< 0.1%*
Manufactured Home Park	68	0.1%	515.40	0.3%
Lots (less than 5 acres)	*49*	*0.1%*	*38.40*	*< 0.1%*
Small Tracts (between 5 and 20 acres)	*12*	*< 0.1%*	*131.40*	*0.1%*
Large Tracts (20 acres or more)	*7*	*< 0.1%*	*345.60*	*0.2%*
Commercial	543	0.9%	2,231.70	1.1%
Lots (less than 5 acres)	*493*	*0.8%*	*638.30*	*0.3%*
Small Tracts (between 5 and 20 acres)	*40*	*0.1%*	*328.90*	*0.2%*
Large Tracts (20 acres or more)	*10*	*< 0.1%*	*1,264.50*	*0.6%*
Industrial	355	0.6%	2,869.70	1.4%
Lots (less than 5 acres)	*243*	*0.4%*	*440.20*	*0.2%*
Small Tracts (between 5 and 20 acres)	*86*	*0.1%*	*847.00*	*0.4%*
Large Tracts (20 acres or more)	*26*	*< 0.1%*	*1,582.50*	*0.8%*
Public/Institutional	376	0.6%	4,251.40	2.1%
Lots (less than 5 acres)	*235*	*0.4%*	*390.00*	*0.2%*
Small Tracts (between 5 and 20 acres)	*96*	*0.2%*	*968.20*	*0.5%*
Large Tracts (20 acres or more)	*45*	*< 0.1%*	*2,893.20*	*1.4%*
Utilities	103	0.2%	1,564.50	0.8%
Lots (less than 5 acres)	*62*	*0.1%*	*74.90*	*< 0.1%*
Small Tracts (between 5 and 20 acres)	*32*	*< 0.1%*	*305.90*	*0.1%*
Large Tracts (20 acres or more)	*9*	*< 0.1%*	*1,183.70*	*0.6%*
Vacant	6,595	11.2%	15,993.40	7.9%
Lots (less than 5 acres)	*6,006*	*10.2%*	*6,214.90*	*3.1%*
Small Tracts (between 5 and 20 acres)	*481*	*0.8%*	*4,092.10*	*2.0%*
Large Tracts (20 acres or more)	*107*	*0.2%*	*5,678.70*	*2.8%*

Analysis of Existing Land Use

Agriculture and residential are the predominant land uses in unincorporated Hall County. Approximately half of all land is classified as agricultural use and 29% residential. Agricultural uses are scattered throughout much of unincorporated Hall County, but North Hall and East Hall include the highest count of large tracts of agricultural land, as well as large-lot, lower density residential uses. Medium to higher density single-family residential development is most prevalent in South Hall and the Gainesville Area, extending northward into the Murrayville/Sardis area. Areas with the most intensive development in Hall County include concentrations of commercial uses in both unincorporated and incorporated areas and industrial development following interstate and rail corridors. East Hall has the highest amount of vacant land.

Analysis of Vacant Land

Of the 202,573 acres of parcels in the county, approximately 15,986 acres (7.9% of all acreage) and 6,594 parcels (11.2% of all parcels) are vacant, based on meeting both of the following criteria:

- The parcel has no structures of any value for tax purposes on it; and
- The value of the land is the only component of the tax assessment.

It should be noted that many properties designated as "vacant" are platted in subdivisions but have yet to be built. Care was also taken to exclude properties that have no improvements but are used for agriculture. This was done by examining the digest class and designating those parcels marked as "agriculture." In addition to those criteria, the vacant parcels were also evaluated to see where they were in relation to the *Sewer Master Plan & Rate Study's* priority areas (see page 67). Out of all the vacant parcels identified, 1,213 parcels (18.4% of all vacant parcels, 2.1% of all parcels) totaling 3,679 acres (23.0% of all vacant acreage, 1.8% of all county acreage) are in priority sewer areas. This small number demonstrates two things: one, excluding agricultural lands, there isn't a lot of truly vacant land that can be developed with sewer; and two, agricultural lands that do not have improvements on them would likely see the bulk of new development, particularly large tracts of 20 acres or more, which make up nearly 39% of all acreage in the county.

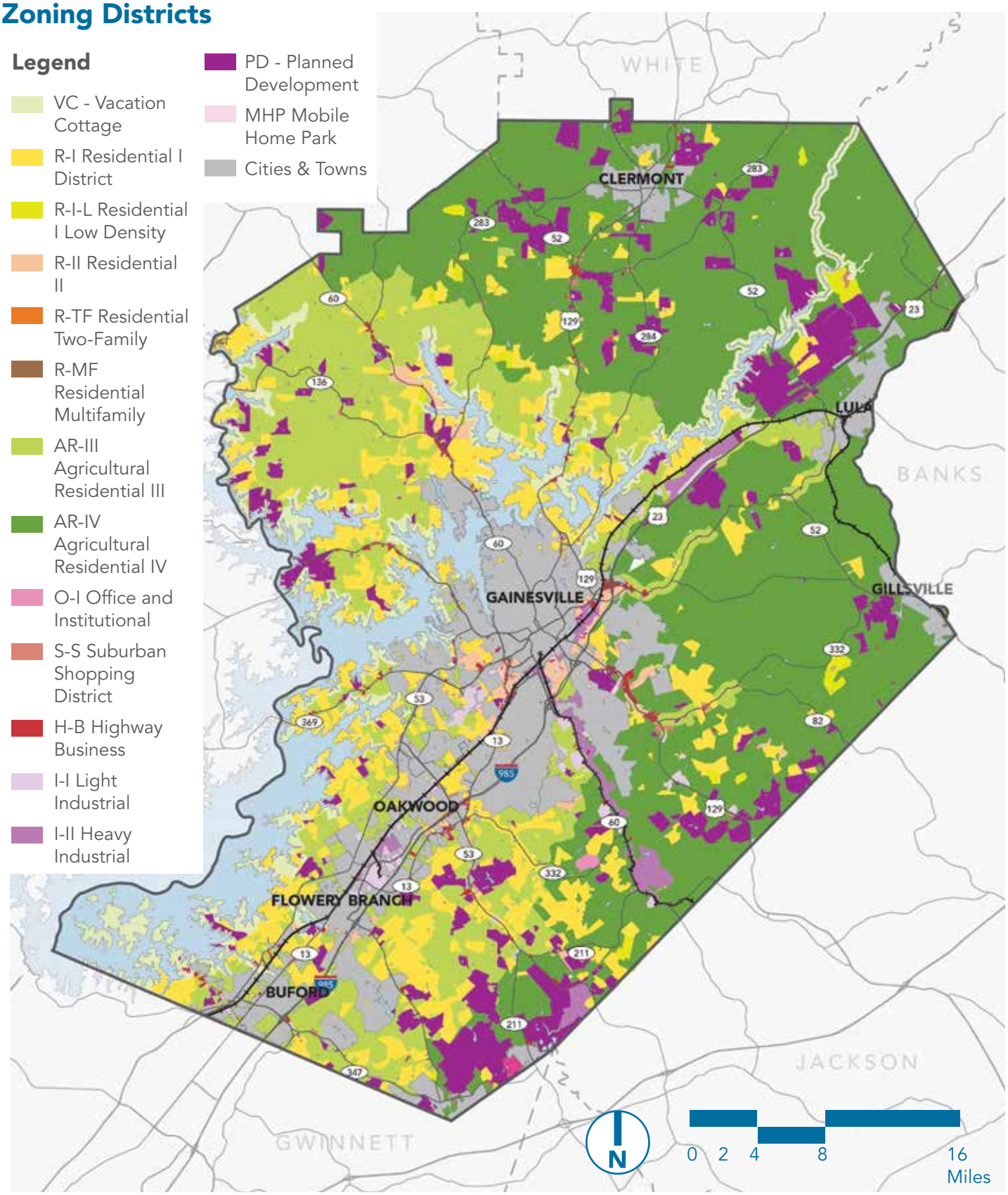
Zoning

Land development is shaped by many forces but is primarily guided by local zoning and development regulations. These regulations should balance growth with public health, safety, and welfare, while also ensuring that development is consistent with a community's vision for its future.

Hall County's existing zoning ordinance was adopted in the 1970s and has undergone a number of updates over the years. While some parts of the zoning and other development ordinances are aligned with the County's vision, as expressed in previous comprehensive plans, there are regulations that are not fully aligned. There are also gaps in regulations and some unclear or duplicate requirements.

One notable strength of the zoning ordinance is the existing buffer requirements between non-residential and residential uses are wide and highly vegetated, representative of a planning best practice in similar communities. Finally, the existing zoning ordinance has also done well at allowing a variety of residential, commercial, and industrial uses over the decades.

Zoning Districts



Despite these strengths, there are numerous weaknesses of the county's code. One of the most pronounced is that many uses are considered conditional and require approval from the BOC or Planning Commission. This leads to several other issues:

- Little room for interpretation or flexibility by the planning staff.
- Longer reviews and unnecessary bureaucratic processes that could be shortened with use standards.
- Confusion for non-professionals to interpret and understand.

An additional weakness of the zoning code is that uses which are becoming more common, particularly technology-related uses such as data centers, craft manufacturing, or other "maker space" uses, are not considered by the current code, and are deemed to be prohibited. This can limit the county's economic development goals and ability to stay up to date with current trends.

A further signal of the code being dated is that several districts are no longer active, such as the Corridor Overlay District and the Planned Commercial Farm District (PCFD).

Despite various updates Hall County has made over the years, the code is dated in content, as well as its layout and design. This leads to confusion for both staff, residents, and those wishing to develop in Hall County.

One final noteworthy issue is that the area and setback requirements for many of the districts are the same. For example, in the current code, R-I and R-II both have the same requirements for frontage, minimum lot area, and setbacks. The only thing that separates them is what conditional uses are allowed, which again comes with its own host of problems. Different districts typically have unique design requirements that would make them distinct from each other and decrease redundancies. This, too, can lead to confusion.

Overall, Hall County recognizes that the tools that regulate development must be updated, and the county is in the process of updating their zoning code and other development ordinances to create a Unified Development Code (UDC). The UDC process has been aligned with this planning process to ensure both are contributing unified guidance for the future development of Hall County.

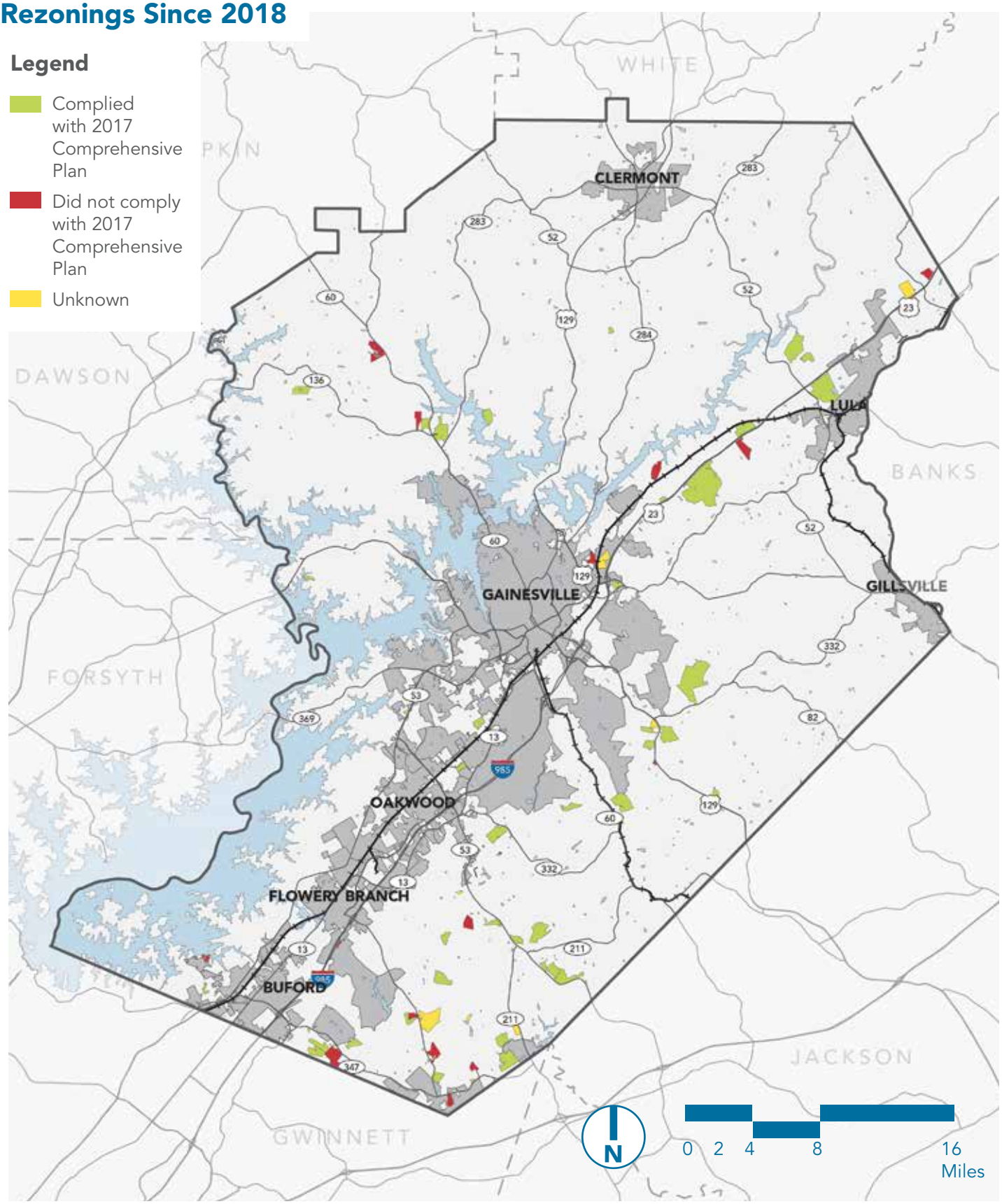
Rezonings

Between 2018 and 2022, Hall County approved 94 rezonings. An analysis of these rezoning cases shows that 66% of them were compliant with the land use framework set forth in the 2017 Comprehensive Plan, 20% of them were not compliant, and the remaining cases were unclear as to whether they complied or not.

Although most rezoning cases were shown to be compliant with the 2017 Comprehensive Plan, the purpose of a comprehensive plan is to guide rezonings to uphold the community's vision for future development. The previous comprehensive plans (2017 and the 2022 update) did not identify appropriate zoning districts for each character area, creating uncertainty as to whether new development (especially those requiring a rezoning) would meet the comprehensive plan's vision.

All 94 cases were rezoned to Planned Development (PRD, PID, POD, and PCD), which has the intent to allow greater flexibility to development standards and site planning than other districts would allow. This demonstrates a need to update the County's zoning ordinance to create better development standards, mixed-use districts, and account for new uses not reflected in the existing ordinance. An update has been in progress since 2019; Chapter 5 of this comprehensive plan will consider the relationship between the new and updated zoning districts and the future development strategy.

Rezonings Since 2018



Housing

Overview

Single-family dwellings are the most common type of housing in Hall County, at about 75% of total units. Most municipalities have even higher ratios of single-family uses, apart from Gainesville, where over 20% of housing is in large multifamily complexes (over five units). Cities in the southern portion of the county such as Oakwood and Flowery Branch tend to have the newest housing inventory.

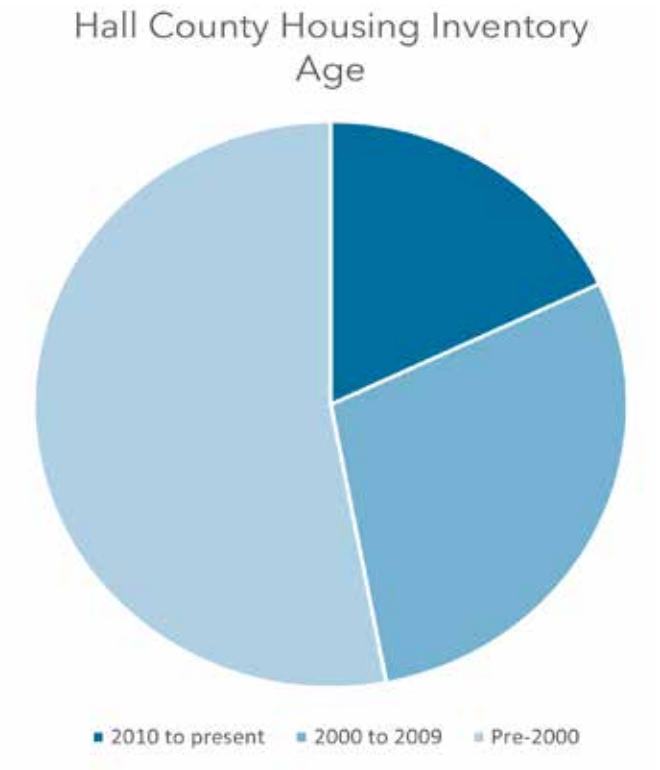
Housing Type by Location

	Single-Family	Townhouse	Small Multifamily Complex	Large Multifamily Complex	Mobile Home
Clermont	86%	1%	0%	0%	13%
Flowery Branch	83%	4%	2%	3%	8%
Gillsville	95%	0%	0%	0%	5%
Gainesville	65%	3%	4%	20%	8%
Lula	78%	1%	1%	0%	21%
Oakwood	74%	6%	6%	12%	2%
Hall County	73%	4%	4%	12%	6%

Housing Inventory Age

	2010 to Present	2000 to 2009	Pre-2000
Clermont	8%	20%	72%
Flowery Branch	19%	37%	45%
Gillsville	2%	4%	94%
Gainesville	6%	21%	73%
Lula	1%	30%	69%
Oakwood	14%	20%	67%
Hall County	18%	29%	53%

Source: KB Advisory Group based on data from US Census; only includes cities primarily located in Hall County

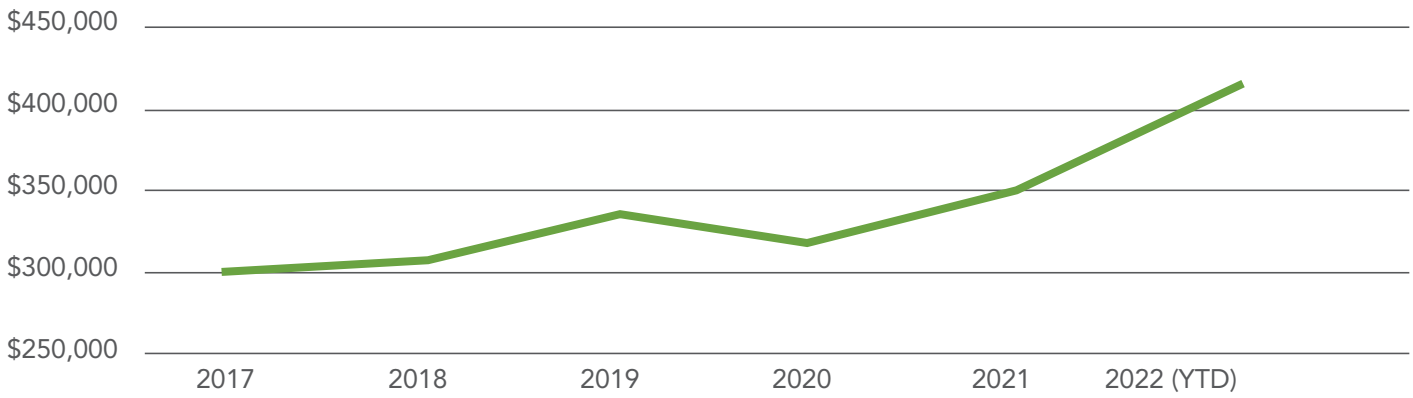


Price Trends

New house prices in Hall County have consistently increased year by year, with the average sale price increasing by over 30% from 2017 to present. Rent for apartments in the county has similarly increased by about 30% since 2017, or about 5% per year.

New For-Sale Housing Prices by Year

	2017	2018	2019	2020	2021	2022 (YTD)
Average Price	$301,210	$307,777	$331,904	$319,775	$351,346	$416,979
Total Closings	908	886	831	1,338	1,537	943



Multifamily Rent by Year

	2017	2018	2019	2020	2021	2022 (YTD)	Annual Growth Rate
Unincorporated	$1,379	$1,439	$1,475	$1,486	$1,611	$1,699	**3.9%**
Gainesville	$987	$1,005	$1,040	$1,112	$1,301	$1,354	**6.2%**
Braselton	$1,643	$1,709	$1,758	$1,819	$2,031	$2,090	**4.5%**
Buford	$820	$877	$936	$992	$1,036	$1,057	**4.8%**
Oakwood	$1,191	$1,236	$1,243	$1,309	$1,462	$1,447	**3.6%**
Flowery Branch	$1,291	$1,348	$1,380	$1,469	$1,675	$1,658	**4.7%**
County Average	$1,096	$1,118	$1,147	$1,212	$1,397	$1,437	**5.2%**

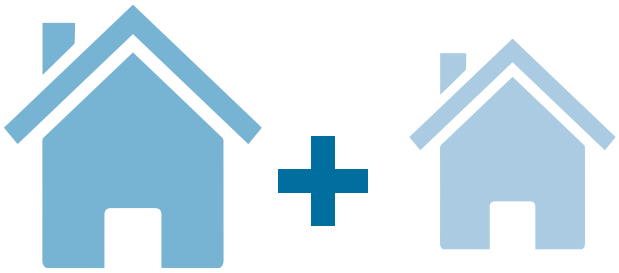
Source: KB Advisory Group based on data from CoStar

Single-Family Development Trends

New single-family house construction has been largely concentrated on the edges of the county. Just two ZIP codes, 30542 and 30504, account for over half of all new residential construction in Hall County since 2017.

The 2,000 homes built in ZIP Code 30542

Plus the 1,300 homes built in ZIP Code 30504



are more than the homes built in all other ZIP Codes

ZIP Code	Total Single-family New Homes
30501	230
30504	1,334
30506	441
30507	474
30510	0
30517	159
30518	98
30519	312
30527	165
30531	0
30533	0
30542	2,106
30543	100
30548	413
30554	122
30564	17
30566	472
30575	0
Total	**6,443**

Source: KB Advisory Group based on data from SmartRE

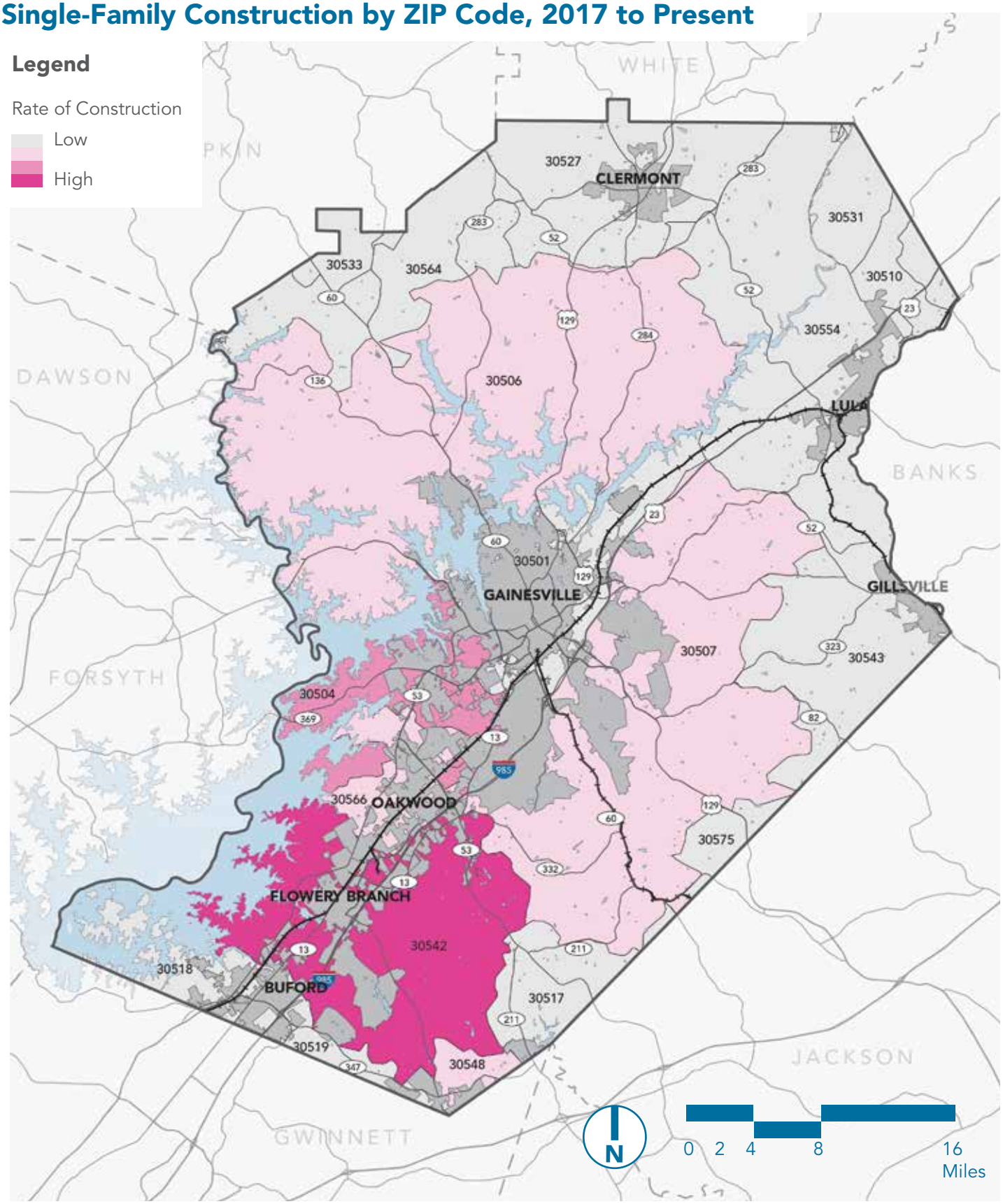
Multifamily Development Trends

Almost 40% of new multifamily construction in the past decade has occurred in the City of Gainesville, with Oakwood and Flowery Branch together making up another 50%. Braselton, Oakwood, and Flowery Branch tend to have the newest multifamily inventory in Hall County.

	Units Built in the Past Decade	Percent of Total	Units Under Construction	Percent of Total
Unincorporated	0	0%	0	0%
Gainesville	1,385	38%	0	0%
Braselton	248	7%	152	100%
Buford	0	0%	0	0%
Oakwood	783	22%	0	0%
Flowery Branch	1,200	33%	0	0%

Source: KB Advisory Group based on data from CoStar; buildings of 5 units or more

Single-Family Construction by ZIP Code, 2017 to Present



Transportation & Infrastructure

Overview

The Gainesville-Hall Metropolitan Planning Organization (GHMPO) consists of all of Hall County and a portion of western Jackson County. In addition to the two counties, GHMPO coordinates with nine local municipalities (Town of Braselton, City of Buford, Town of Clermont, City of Flowery Branch, City of Gainesville, City of Gillsville, City of Hoschton, City of Lula, and City of Oakwood). A small portion of Forsyth and Gwinnett Counties are also within the GHMPO planning area; however, this area is managed by the Atlanta Regional Commission (ARC), Atlanta's MPO. GHMPO manages a small portion of Hall County for the ARC through agreement. In May 2020, the GHMPO adopted their *Regional Transportation Plan* (RTP) which identifies short- and long-term strategies for the management and improvement of the regional transportation network. This resulting plan complies with the federal requirements established by the Federal Highway Administration's (FHWA) Fixing America's Surface Transportation Act (FAST Act). The FAST Act mandates a 20-year minimum planning horizon and the creation of a financially feasible list of transportation projects. This Comprehensive Plan references the RTP as *Hall County Forward*'s required Transportation Element. The following is a basic overview of the county's transportation network based on the 2020 RTP.

Road Network

Overview

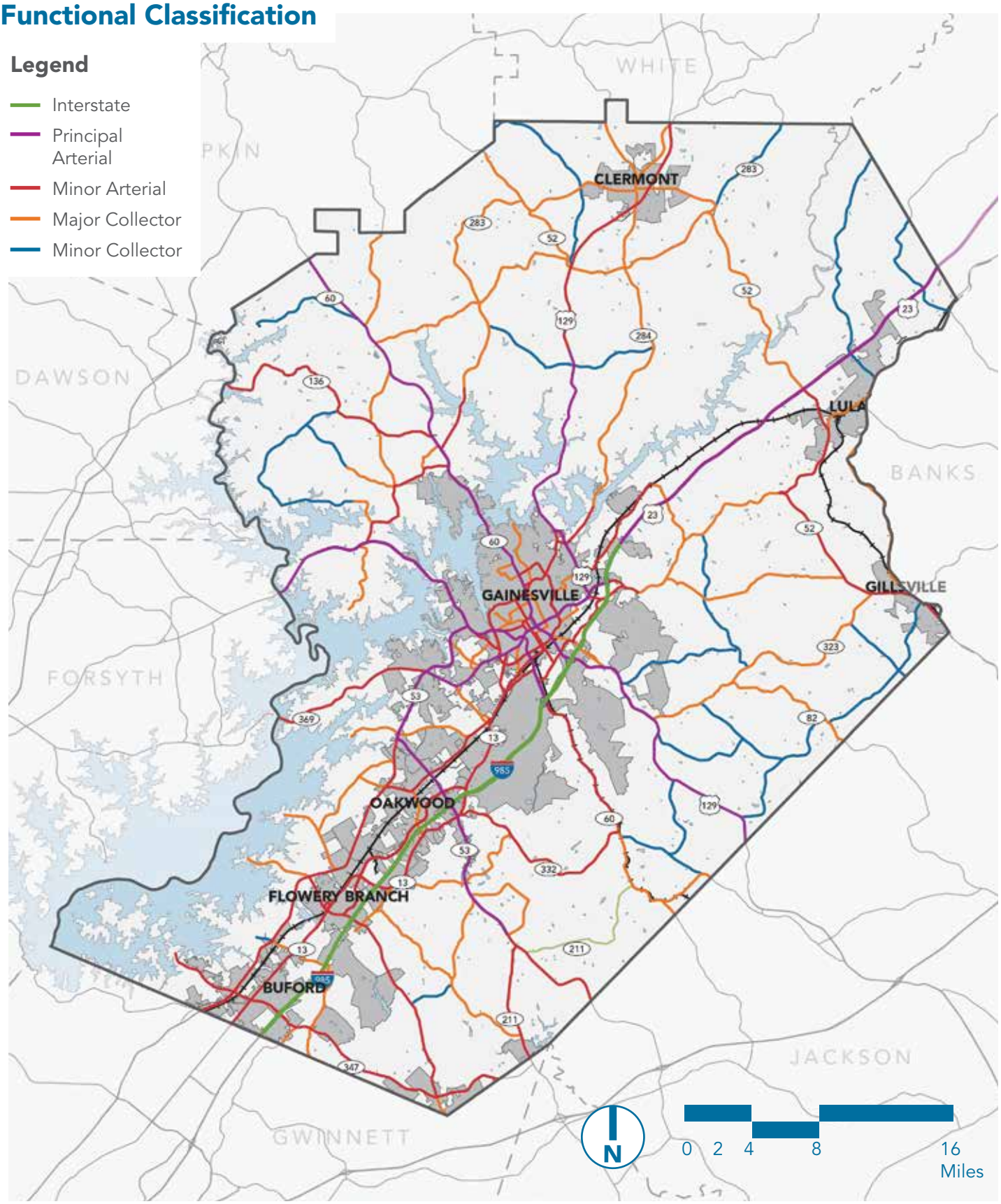
The road network features a high-capacity Interstate (I-985) and a substantial network of Federal- and State-controlled roadways. The most significant regional connection, I-985, provides northeast/southwest connections especially southward towards Atlanta. The road network is the primary mode of transportation; however, freight is also conveyed by rail through the region.

Functional Classification

Nationwide, the transportation system is divided into seven functional classifications that are used to categorize by type of roadway. Functional Classification is a method used by the Georgia Department of Transportation (GDOT) to identify roadways based on their characteristics and use. The map on page 55 presents the GHMPO roadway functional classifications represented by arterial or higher classification. Using the accepted GDOT Functional Classifications, the GHMPO road network can be described using seven categories:

- Interstate – Highest classification of arterial created for mobility, long distance travel, and limited access.
- Freeway/Expressway – Similar to interstates with limited access and divided, bidirectional travel.
- Principal Arterial – Focus on vehicular mobility, but adjacent land uses can be served by the roadway.
- Minor Arterial – Typically create connections to the larger arterial system and serve moderate length trips.
- Major and Minor Collector – Both collector types have a great deal of overlap, but each is designed to serve as a connection between local roads and the arterial network.
- Local Roads – Designed to service short trips between local destinations.

Functional Classification

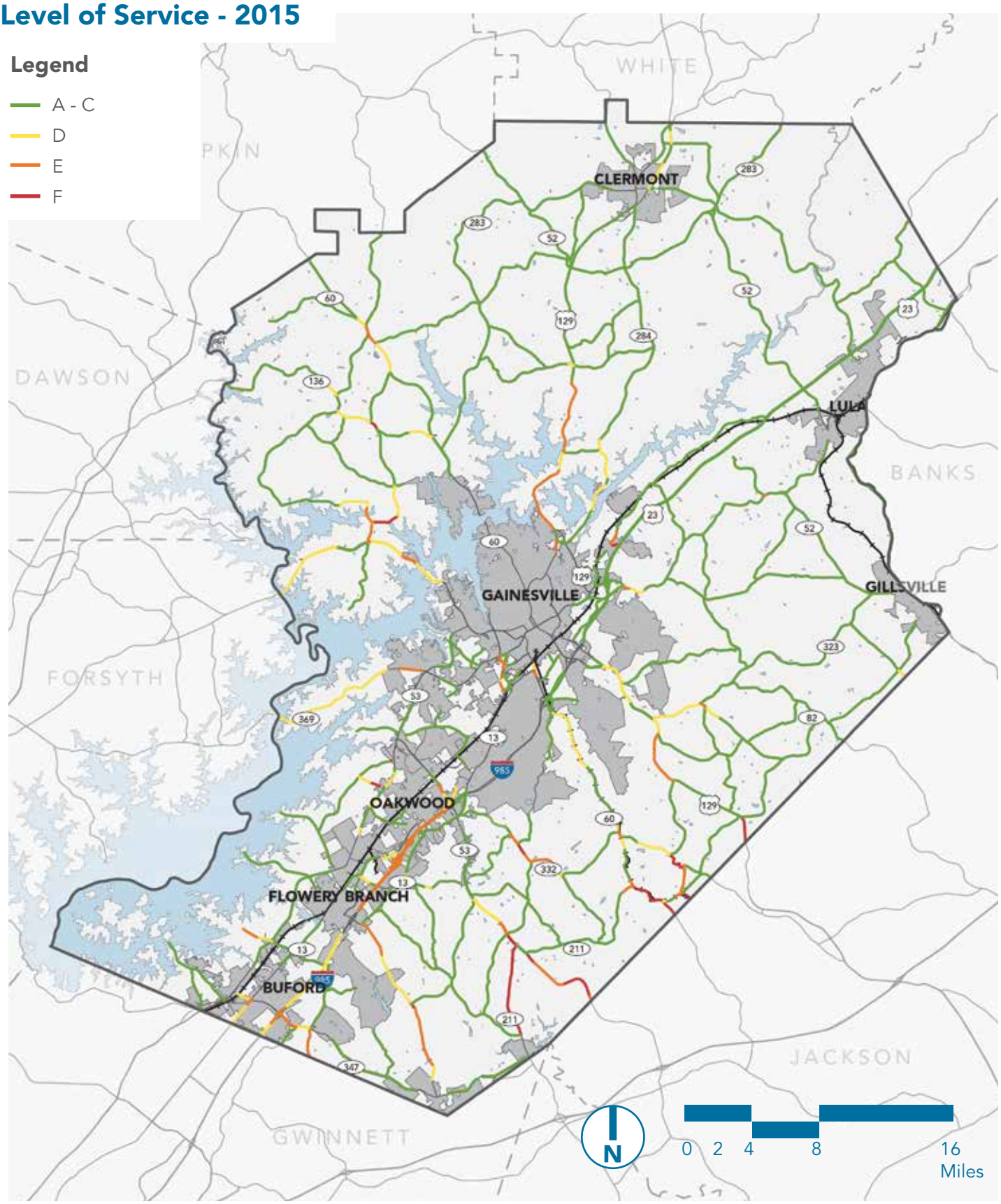


Level of Service

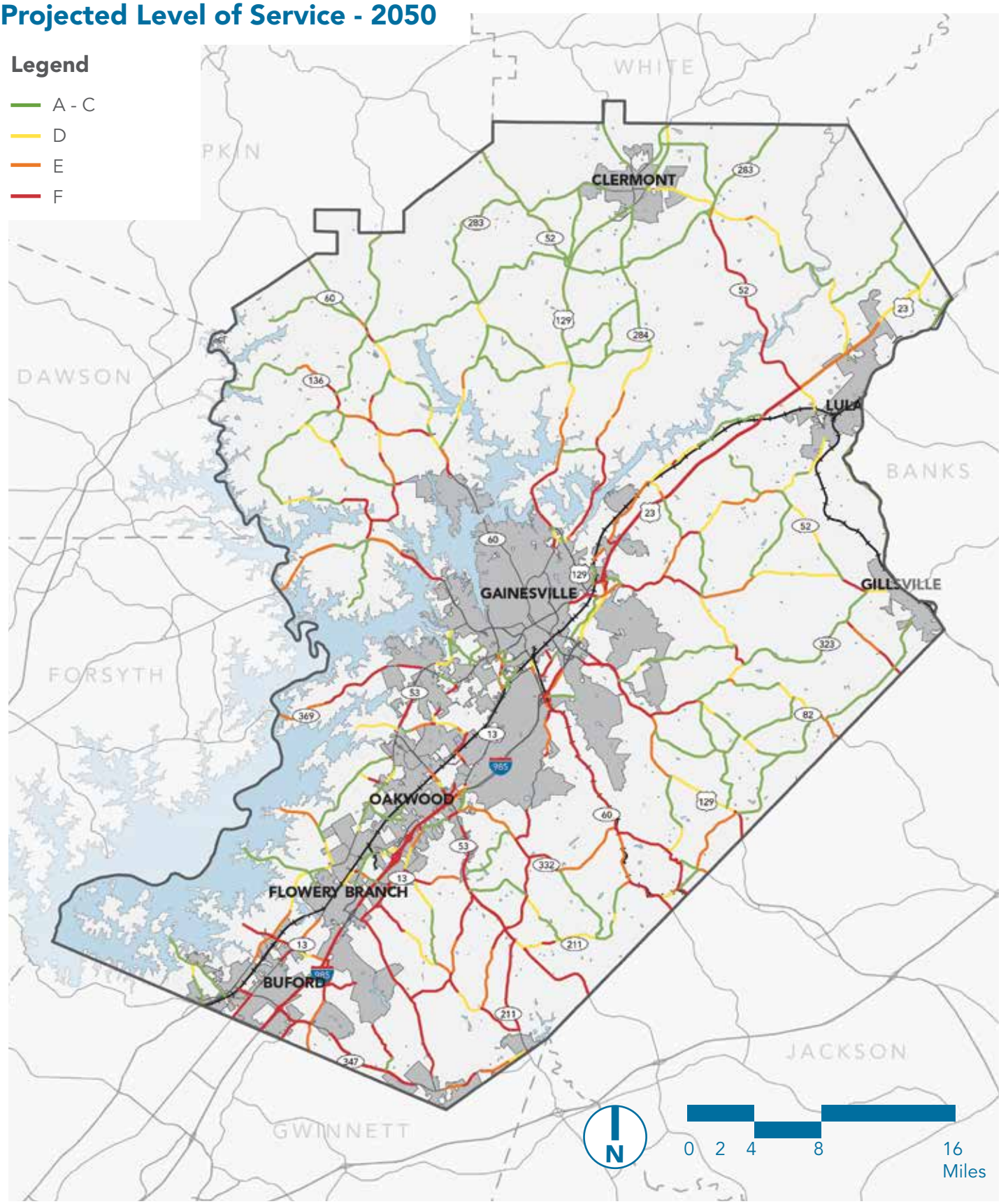
Level of Service (LOS) determines how well a roadway is handling current vehicle volumes and speeds. LOS is divided into six categories, A-F, where A indicates a roadway with the ability to handle additional capacity, and F indicates a roadway that is unable to handle the current vehicle volumes. A depiction of the 2015 Base Year LOS can be seen on the map on page 57 while descriptions of the levels are described in the table below. Using the available roadway characteristics, a model was created by GDOT to depict the approximate LOS conditions throughout the county in 2050. These conditions are depicted within the map on page 58.

Level of Service Designation	Description
A	Free flow with individual users virtually unaffected by the presence of others in the traffic stream.
B	Stable flow with a high degree of freedom to select speed and operating conditions but with some influence from other users.
C	Restricted flow which remains stable but with significant interactions with others in the traffic stream. The general level of comfort and convenience declines noticeably at this level.
D	High-density flow in which speed and freedom to maneuver are severely restricted and comfort and convenience have declined even though traffic flow remains stable.
E	Unstable flow at or near capacity levels with poor levels of comfort and convenience.
F	Forced flow in which the amount of traffic approaching a point exceeds the amount that can be served, and queues form, characterized by stop and-go waves, poor travel times, low comfort and convenience, and increased accident exposure.

Level of Service - 2015



Projected Level of Service - 2050



Level of Service Categories



LOS A - No Delay (Free Flow)



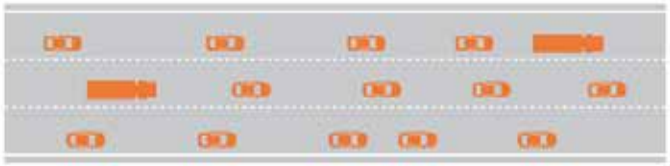
LOS B - Minimal Delay (Free Flow)



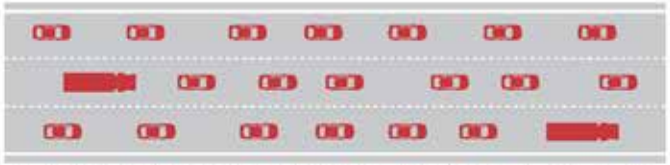
LOS C - Minimal Delay



LOS D - Moderate Delay



LOS E - Delay, Roadway At/Above Roadway Capacity



LOS F - Significant Delay, Roadway Substantially Exceeding Capacity

Fortunately, the 2015 model shows many of the major corridors throughout GHMPO with LOS C or better. The corridors with worse LOS are dispersed throughout the county, with smaller segments being identified within the urbanized areas and longer segments in the unincorporated areas. However, the 2050 map shows significant worsening of conditions along major road corridors, including I-985 and SR 365/Cornelia Highway, SR 60, SR 53, SR 13/Atlanta Highway, and portions of SR 211/Winder Highway and US 129/Cleveland Highway. Minor road corridors see varying levels of worsening conditions, however most of the lower LOS corridors are concentrated where there is population and employment density. Due to the high-level scale of the model outputs, this data should be used in conjunction with local knowledge and site-specific studies for verification.

Transit

Public transportation can be an important feature for urbanized areas and is a growing consideration within the GHMPO planning area. Currently there is one main transit provider in Hall County, Hall Area Transit.

Hall Area Transit

Hall Area Transit (HAT) previously operated a fixed route bus system named the Gainesville Connection. The Gainesville Connection primarily served the City of Gainesville with routes extending into the City of Oakwood and unincorporated Hall County. The Gainesville Connection service has since been replaced with WeGo, a ride-share transportation service that uses a smartphone application and a fleet of 10 to 12 passenger vans to transport users around town. It started operating in only the City of Gainesville, but in summer 2021, service was expanded to unincorporated Hall County.

Bicycle and Pedestrian Facilities

Bicycle and pedestrian travel and safety can be an important feature of the transportation network. Recreation and transportation bicycle safety can be improved by the development of designated bike lanes and paved trails/sidepaths. The creation of paved trails/sidepaths can promote development and generate economic boosts in the areas surrounding these trails through increased recreation and use. Bike lanes and other bicycle safety infrastructure are generally recommended to be implemented along roadways where the separation of cyclists and motor vehicles is necessary to improve safety. The GHMPO completed the Bicycle and Pedestrian Plan originally in 2006 and completed an update to this plan in 2014. The purpose of the GHMPO Bicycle and Pedestrian plan was to identify exiting facilities and make recommendations for improvement of the multimodal network. As the MPO continues to grow, it is recommended that the proposed projects within the Bicycle and Pedestrian Plan be implemented and that the Plan be regularly updated to ensure its priorities are in line with future conditions. Existing pedestrian and bicycle facilities are depicted on the map on page 61.

Pedestrian Network

Sidewalks are the most prevalent non-motorized facility throughout GHMPO and are found most often in the municipalities. The most significant sidewalk networks are located within the Cities of Gainesville, Oakwood, and Flowery Branch.

Bicycle Network

Currently, only two areas of designated bike lanes have been developed within GHMPO. The first is a one-mile stretch of bike lanes along Atlanta Highway near the intersection of I-985, and the second is a newly completed bridge over I-985 along H.F. Reed Industrial Parkway. Additionally, paved shoulders (wider than four feet) are dispersed throughout the area, providing additional areas for cyclists to potentially use.

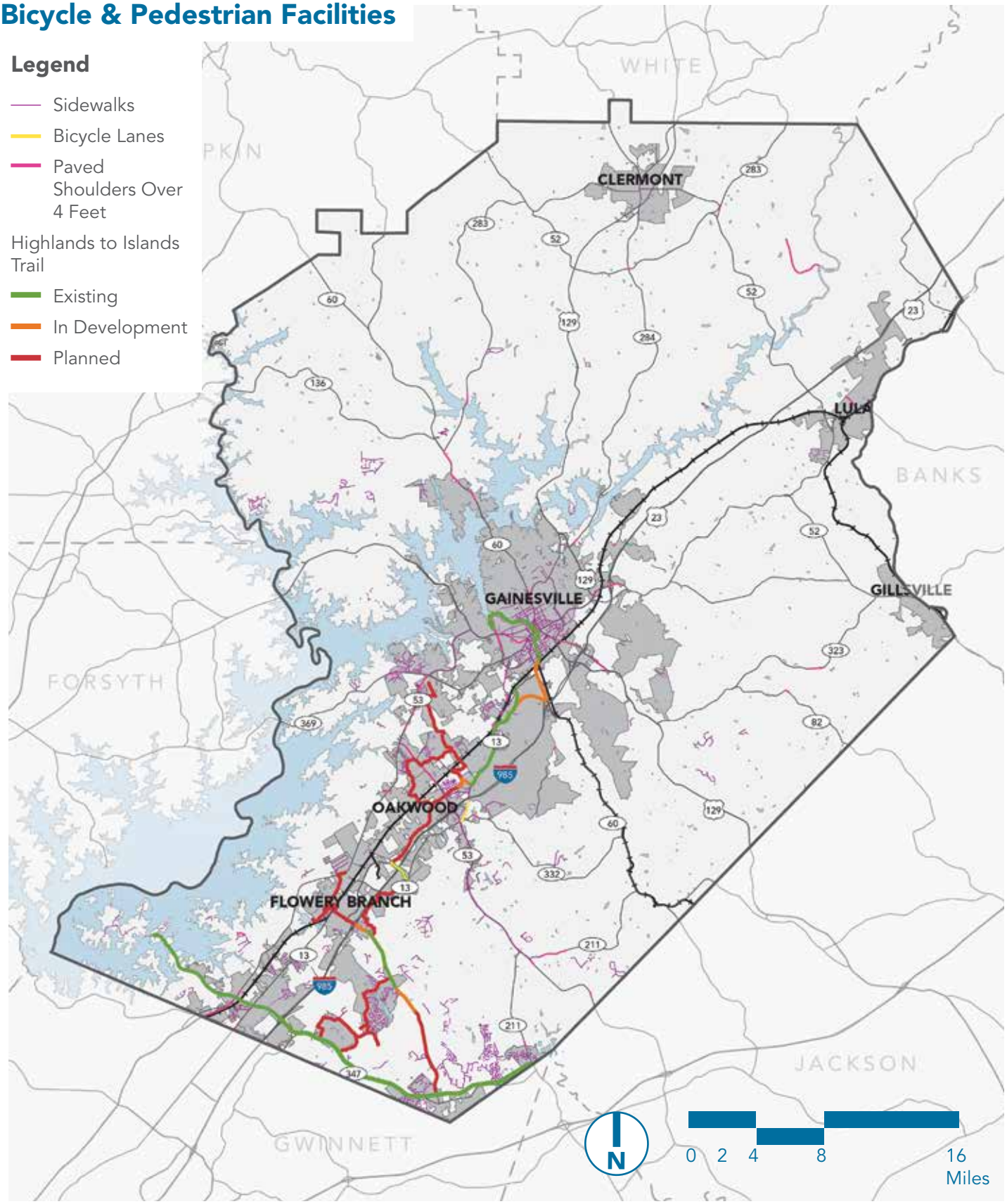
Side Paths and Paved Trails

Several sidepaths/paved trails have been developed within GHMPO located primarily within Gainesville and along SR 347/Friendship Road in southern Hall County. Two trail studies have recently been completed. The first focused on evaluating a connection between the Midtown Greenway and Chicopee Trail within an area in Gainesville. The second study was focused on South Hall evaluating potential connections between the Chicopee Trail and SR 347/Friendship Road. The table below shows the approximate length of the bicycle and pedestrian facilities within the GHMPO.

Existing Facility	Approximate Length (Miles)
Sidewalks	465*
Trails/Sidepaths	23*
Bike Lanes	3
Paved Shoulders (4 feet or wider)	18
Nearly Completed Trail/Sidepaths	2

*Numbers do not include the City of Gainesville

Bicycle & Pedestrian Facilities



Rail

GHMPO is home to two major rail lines, Norfolk Southern and CSX. Norfolk Southern bisects GHMPO by traveling primarily north/south, with an additional extension heading through Gillsville. CSX travels mainly east/west entering GHMPO from Jackson County near Talmo. Both meet near the center of Gainesville. The map on the facing page depicts the existing railroad network within GHMPO. In addition to GHMPO's lines, Amtrak connects Gainesville to both Atlanta and New York City.

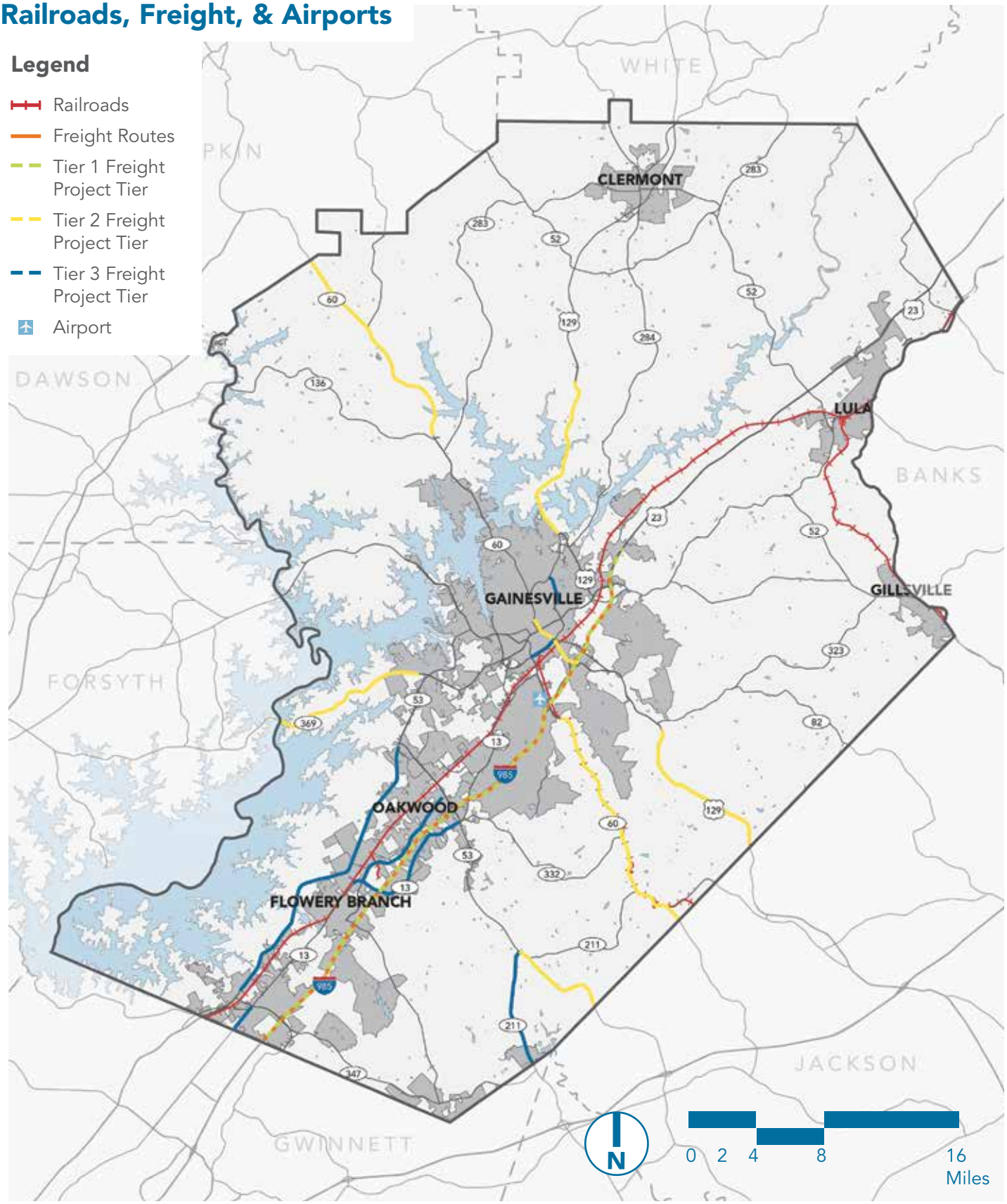
Freight

Freight volumes are continuing to increase within the GHMPO area. In 2018, GHMPO completed the *Gainesville-Hall Regional Freight Study* which analyzed existing conditions and developed a framework to monitor and improve upon the freight network. This study assessed existing and forecasted top trading partners of Hall County as shown in the table below.

In addition to the planning efforts of GHMPO, both Hall and Jackson County have prioritized the development of industrial sites alongside major roadways to encourage additional growth in this area.

County	Total Annual Tonnage for Outbound between 2010-2040	Total Annual Tonnage for Inbound between 2010-2040	Percent Change between 2010-2040
Fulton	1,212,936	927,906	103%
Gwinnett	1,164,773	924,379	141%
DeKalb	691,342	603,112	122%
Cobb	721,343	530,021	125%
Forsyth	207,144	172,693	89%
Hall	196,868	540,995	450%
Elbert	78,640	179,779	37%
Pickens	34,583	211,124	33%
Clayton	153,615	160,398	114%
Chatham	86,732	116,685	41%
Cherokee	221,841	188,796	191%
Clarke	104,902	91,705	57%
Jackson	93,947	115,192	74%
Richmond	95,391	101,868	67%

Railroads, Freight, & Airports



The *Gainesville-Hall Regional Freight Study* identified the existing freight-based land uses over 10 acres within GHMPO and found that over 90% of the applicable areas were listed within Hall County. Outside of GHMPO, Jackson County is also focusing on the development of industrial lands nearby I-85 to encourage growth. The study resulted in a three-tier freight network to classify freight routes within the area. These routes are listed below and shown on the map on page 63.

- Tier 1 – Interstate System within GHMPO comprised of I-985 and I-85.
- Tier 2 – National Highway System (NHS) Roadways that have been identified as beneficial to freight movement.
- Tier 3 – Non-NHS roadways identified by their connection to freight-based land uses of 10 acres or larger.

Though freight will use much of GHMPO's road network, these three tiers help designate areas for future improvement and to encourage freight to use these designated roadways. Since completion of the GHMPO Regional Freight Plan, the State of Georgia and Georgia Ports Authority announced the development of the new Inland Port in northern Hall County. Planning for the new Inland Port that will be located off SR 365 has been incorporated into the development of the RTP update, including within the GDOT travel demand model.

Airports

Currently, GHMPO has only one public airport, Lee Gilmer Memorial Airport (KGVL). KGVL is a non-towered airport that is owned and operated by the City of Gainesville. The airport maintains two paved runways and offers 81 T-hangers and 12 corporate hangars for private use. Alternatively, GHMPO residents have the option to take commercial passenger flights from Ben Epps Airport in Athens or Hartsfield-Jackson Atlanta International Airport.

Sewer

Sewer service is provided by multiple municipalities in Hall County. Some areas are served by a single municipality while others by a partnership of municipalities. Hall County Public Utilities has its own service area; it also shares sewer service districts with the cities of Gainesville and Gillsville through intergovernmental agreements. In 2020, Hall County completed an update of its *Sewer System Master Plan & Rate Study*. Since the completion of the *North Hall County Sewer System Master Plan* in 2011, and the *South Hall County Sewer District Unit Rate and Connection Fee Methodology Report* in 2008, Hall County has completed many planned projects and has expanded its sewer service in both the northern and southern ends of Hall County. The *Sewer System Master Plan & Rate Study* addresses the planning, funding, and delivery of the wastewater collection systems in the North and South Hall study areas for meeting Hall County's service goals through 2040. The following is a summary of the plan's recommendations and how it will impact future development.

North Hall

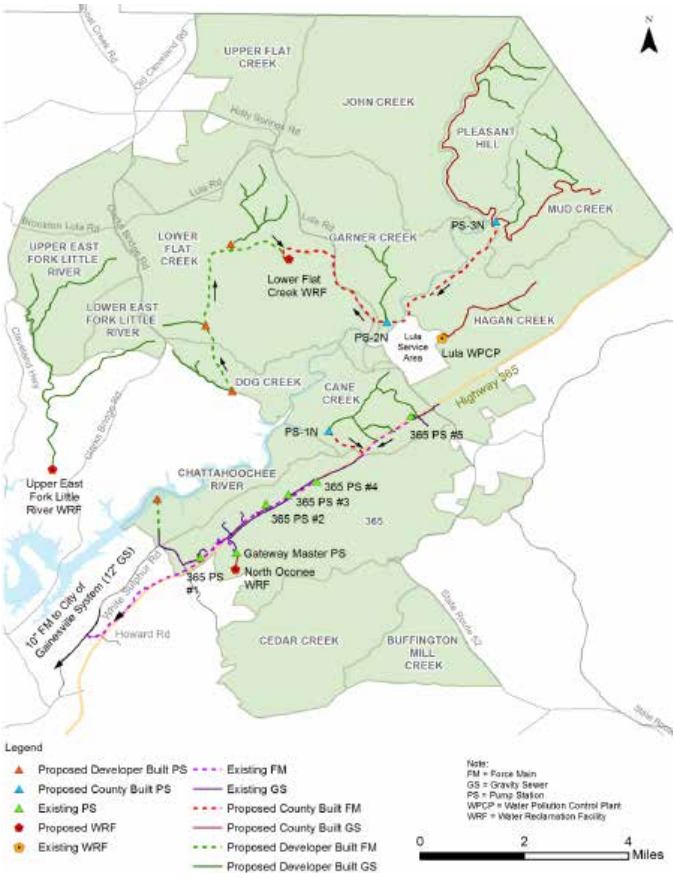
The North Hall study area consists of about 49,000 acres, extending from Cleveland Highway in the west to Joe Chandler Road in the east with SR 365 running through the middle in the northeastern direction. With the completion of the SR 365 sewer extension up to SR 52 in 2018, Hall County currently provides sewer service to the future Inland Port and surrounding area along SR 365.

Recommended under the preferred development scenario, Hall County would provide a plan for the location of the wastewater system infrastructure; however, the construction of the infrastructure will be shared between the County and private developers. Although private developers may build some of the infrastructure in this development scenario, the system would eventually be dedicated back to the County for long-term maintenance. Because of the topography of the service area, this development scenario includes both decentralized (typically west of SR 365) and centralized systems (generally along and east of SR 365).

The proposed infrastructure components include:

- Over 40 miles of gravity and force mains.
- Seven new pump stations.
- Three new water reclamation facilities.
- Purchase of additional capacity at the Lula Water Pollution Control Plant.

North Hall Proposed Sewer Infrastructure



South Hall

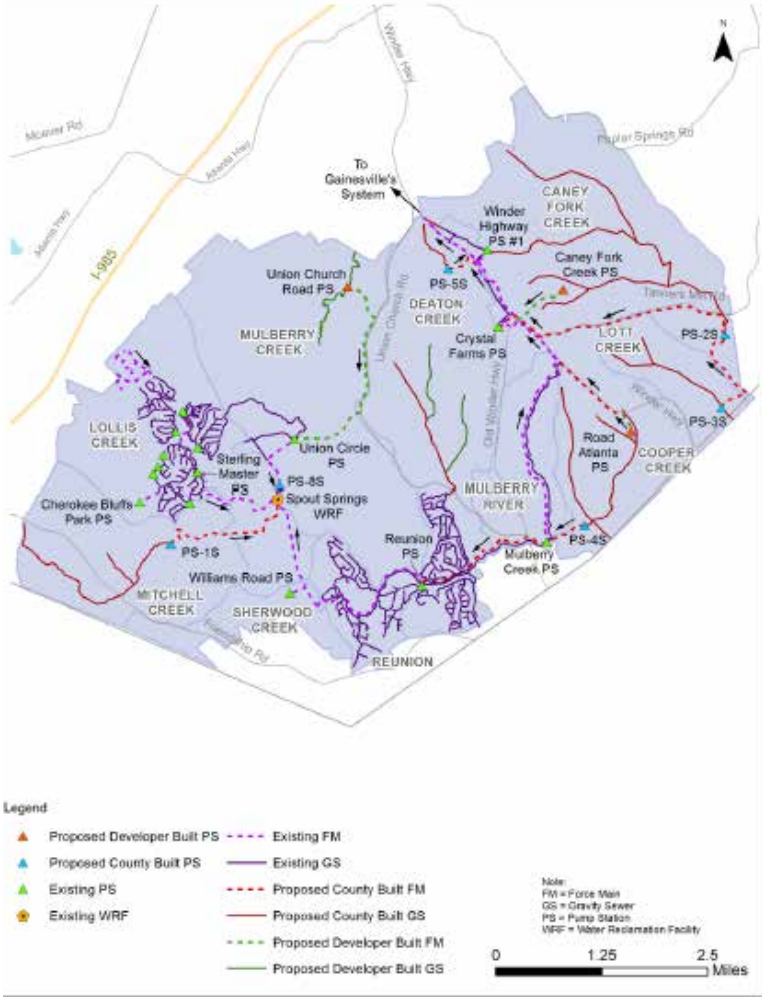
The South Hall study area consists of about 22,000 acres corresponding with the South Hall Sewer District. Major roads in this study area include SR 347/Friendship Road and SR 211/Winder Highway. Most of the current service area is in the south side and west side of the South Hall Sewer District. The expansion of the collection and pump station system along SR 347 is currently under design.

Using a hybrid/planned approach like the North Hall system, Hall County would provide a plan for the location of the wastewater system infrastructure in South Hall, the construction of which will be shared between the County and private developers. It is anticipated that private developers will build some of the infrastructure, but the system will ultimately be dedicated back to the County for long-term operation and maintenance.

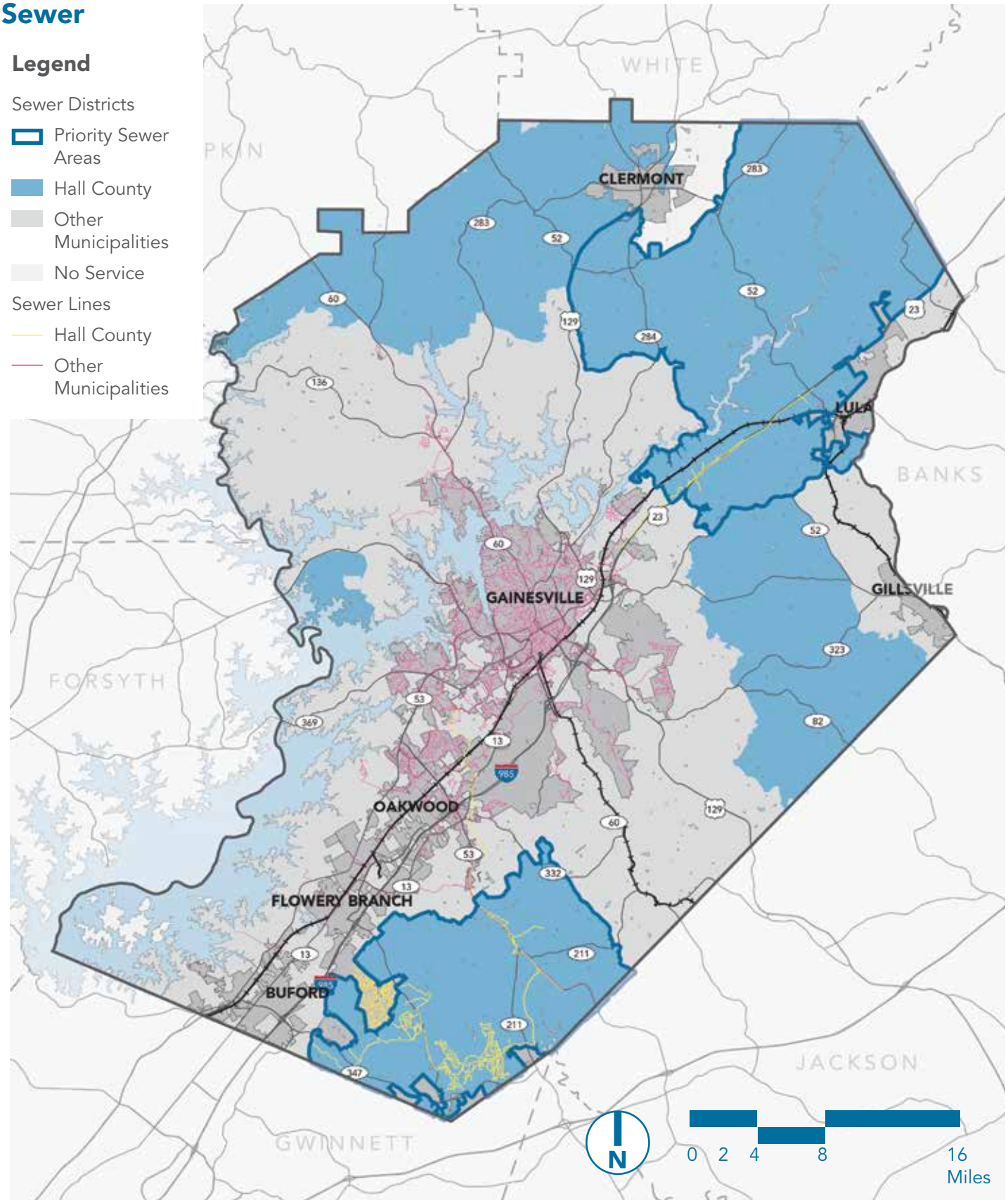
The proposed infrastructure components include:

- Over 35 miles of gravity and force mains.
- Eight new pump stations.
- Upgrades at the Spout Springs Water Reclamation Facility.

South Hall Proposed Sewer Infrastructure



Sewer


Legend
Sewer Districts
Priority Sewer Areas
Hall County
Other Municipalities
No Service
Sewer Lines
Hall County
Other Municipalities
WHITE
CLERMONT
LULA
BANKS
GAINESVILLE
GILLSVILLE
FORSYTH
OAKWOOD
FLOWERY BRANCH
BUFORD
JACKSON
GWINNETT
N
0 2 4 8 16
Miles

Community Resources

Overview

Community resources refer to the people, places, and institutions that provide a service to the community. A variety of institutions can provide community resources, this section highlights those that are publicly provided by Hall County. The County's services can be divided into two overarching categories: public safety and public facilities. This section includes an overview of each of these and their primary components. By understanding what level Hall County already provides community resources, the County can adequately prepare to serve the present and future demands for these services.

Public Safety

Law Enforcement

Law enforcement seeks to ensure the safety of the general public, including both residents and visitors. This resource is provided by agencies and employees that are responsible for enforcing laws and regulations and maintaining order to manage public safety. Ensuring low crime rates not only helps a community feel safer but can also act as an agent of economic development. Furthermore, it can help keep residents' and businesses' insurance costs low. These factors can contribute to a higher quality of life for residents.

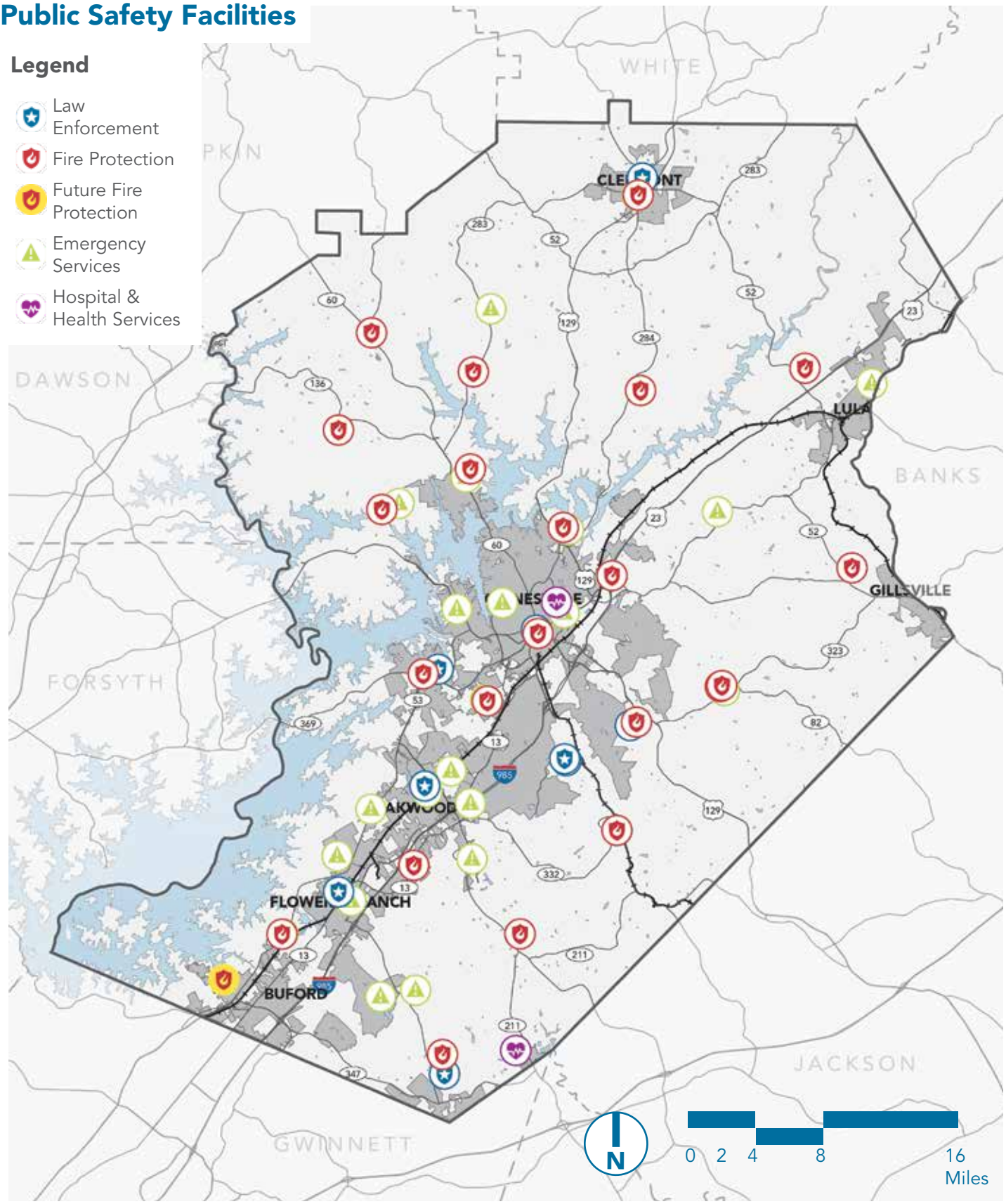
The Hall County Sheriff's Office is the main law enforcement service provider in Hall County. The Sheriff's Office is comprised of the Sheriff, the Administrative Bureau, the Enforcement Bureau, and Support Services. These groups work together to assist citizens county-wide by providing many services such as 24-hour uniform patrol, school resource officers and crossing guards, the Advance (youth education) program, neighborhood watch programs, criminal investigations, dive team, SWAT Team, warrant service unit, civil process service, courthouse security, inmate work details, community service (clean streets) bus program, and a work release program. They also manage one of the largest jails in North Georgia with a capacity of 1,134 inmates.

The Sheriff's Department also partners with local police in several municipalities within the county. The department has an emergency mutual aid assistance agreement in place with the Gainesville, Flowery Branch and Oakwood Police Departments. The Sheriff's Department oversees several buildings across the county, including a detention center, correctional institute, training facility, and two precincts on the north and south ends of the county. However, as the county's population continues to grow, it will be important for the public safety of the residents that law enforcement services are scaled to accommodate that growth. This could look like adding a precinct on the east side of the county.

Fire Protection

Fire protection is the comprehensive approach to fire safety including fire prevention, firefighting or suppression, pre-fire planning, investigation, public education and information, and any other training or staff development. Like law enforcement, providing strong public fire protection services can lower insurance costs and improve the quality of life for Hall County residents. Currently, the Hall County Fire Rescue Department manages fire protection services for the county and municipalities other than Gainesville. The department force is comprised of 367 trained individuals who conduct both fire protection services and administering emergency medical care. Hall County has 16 fire stations across the county, as well as a training facility and a warehouse. As the county's population continues to grow, Hall County is already anticipating the growing need for quick response times. Accordingly, a 17th fire station is currently being planned near the county's southern border near Buford. Previous comprehensive plans have indicated a possible 18th station, as well. In addition to its own resources, the Hall County Fire Rescue Department has an automatic aid agreement that promotes cooperation and coordination with the Gainesville Fire Department.

Public Safety Facilities



Emergency Services

Emergency services are primarily focused on ensuring the safety, well-being, and protection of residents and property during unexpected or potentially dangerous situations. They play a critical role in mitigating the impact of emergencies, providing immediate assistance, and facilitating recovery efforts. Components of emergency services include law enforcement, fire protection, emergency medical services (EMS), emergency management, public safety communication, community education and preparedness, and many more.

In Hall County, emergency management specifically is conducted by the Emergency Management Agency (EMA), which works county-wide to coordinate emergency preparedness, response, recovery, and mitigation efforts. They receive funding through the county's general funds and Federal Emergency Management Agency (FEMA) and Georgia Emergency Management and Homeland Security Agency (GEMA/HS) grants.

Public safety communications in Hall County are conducted via a contract agreement with the City of Gainesville for a county-wide communication 911 system. This work is also assisted by 15 weather sirens throughout the county. A spatial analysis indicates that an additional weather siren may be beneficial in the southern border of the county as the population and industrial sites in South Hall continue to grow. Since the development of the previous comprehensive plan, the public safety communications have been bolstered by the introduction of the Citizen Alert System, which sends messages to individuals and businesses through a wide variety of methods about severe weather, fires, floods, toxic environmental issues, and in-progress violent crimes.

Emergency Medical Services (EMS) are also provided by the County through the Fire Rescue Department, focusing on pre-hospital medical care and transportation to individuals experiencing medical emergencies such as accidents, crises, and those needing ambulance services.

In addition to the day-to-day emergency services listed above, Hall County also has a long-term planning document in place. The County worked in partnership with its municipalities to complete a 5-year update of the Hall County Hazard Mitigation Plan in 2017. To ensure Hall County continues to be eligible for FEMA funds, the Hazard Mitigation Plan will need to be updated. The greatest need historically has been mitigating floods and ensuring EMA staff numbers are increased in pace with the growing county population.

Hospital & Health Services

An important aspect of public safety is the presence and management of hospitals and health facilities. Health facilities play a crucial role in promoting the well-being of communities. The relationship between health facilities and public safety manifests in several ways, such as emergency management, but also in disease prevention and control, capacity for surge situations in times of emergency, providing mental health and social services, and protecting vulnerable populations.

Hall County contains two public medical centers: the Northeast Georgia Medical Center – Gainesville and the Northeast Georgia Medical Center – Braselton. The Gainesville center is the flagship hospital of the Northeast Georgia Medical System and holds 557 beds. The Level II Trauma center has 23 operating rooms, 32 intensive care beds, a heart center, and a women's and children's pavilion with a Level III neonatal intensive care unit. The center is currently expanding with the addition of a 927,000 square foot tower, anticipated to open in early 2025. This will make the hospital the third largest in the state by bed size and expand capacity for the growing population of not only Hall County, but across northeast Georgia as well. The Braselton center is smaller with 134 beds but offers a wide range of both general and specialty health services.

The Hall County Government Family Health Center is an additional resource located in Gainesville. The Family Health Center provides primary care for families in the county and is staffed by two doctors and a nurse practitioner. The Hall County Health Department also has a facility, located in Gainesville, from which it runs its public health services, such as cancer screenings, children's' health, communicable diseases screenings,

family planning, prenatal case management, immunizations, youth dental care, vital records, Women Infants and Child (WIC) care, and environmental health care. Mental health services are provided county-wide through a nonprofit provider: Georgia Mountain Community Services. The Hall County Health Department Provision coordinates with GMCS for these services with funding derived from federal and state grants, the Hall County general fund, as well as user fees.

Public Facilities

General Government Facilities

Hall County maintains and utilizes several facilities to execute both its administrative functions and, in some cases, such as animal control, more specialized functions. In addition to the facilities mentioned under the public safety section, the County also houses a Government Center (which serves as a town hall for the county), courthouses, public works buildings, building maintenance, parks, and storage buildings. Hall County maintains 20 facilities of these types. The family health building, courthouses, judicial buildings and the Government Center are concentrated in the center of the County while animal control, parks, public works, and building maintenance are more scattered throughout the County. The facilities are cataloged online at Hall County's website, and several public spaces can be reserved by residents as a resource for their use.

Educational Facilities

Education facilities primarily consist of the schools where public education is provided for. The Hall County School District maintains primary and secondary schools. There are several higher education institutions, both public and private, located within Hall County as well. Currently, there are two publicly sponsored Pre-K opportunities in Hall County and two magnet schools, McEver Arts Academy and the World Language Academy Elementary School.

Primary & Secondary Schools

There are 38 public school facilities operated by Hall County Schools consisting of six high schools, six middle schools, and 20 elementary schools. There are eight specialized schools that are either magnet school systems or alternative schools that are run by the county and serve several grades. There are over 1,800 teachers within the system educating nearly 26,000 students. Gainesville and Buford both have their own school systems separate from the county.

The school system has its own 10-year facilities plan funded by Education Special Purpose Local Option Sales Tax, or E-SPLOST, and a general obligation bond revenue. This plan dictates where new schools will be located and when they will open. The plan also includes facility expansions and other facility maintenance needs. As of February 2023, the system has experienced several exciting updates to expand capacity and add additional resources for the students. Highlights include:

- Completed construction and opening of Cherokee Bluff Middle School.
- Initiated construction for the new Sandra Dunagan Deal Elementary School to open in Fall 2024.
- Constructed new Learning Commons at 12 schools and renovated existing Learning Commons at two schools.
- Installed air conditioning in all gymnasiums.
- Established an Agri-Business Center for all students.
- Completed the addition of security card access and cameras for all doors across all schools.
- Purchased 27 new buses.

Higher Education

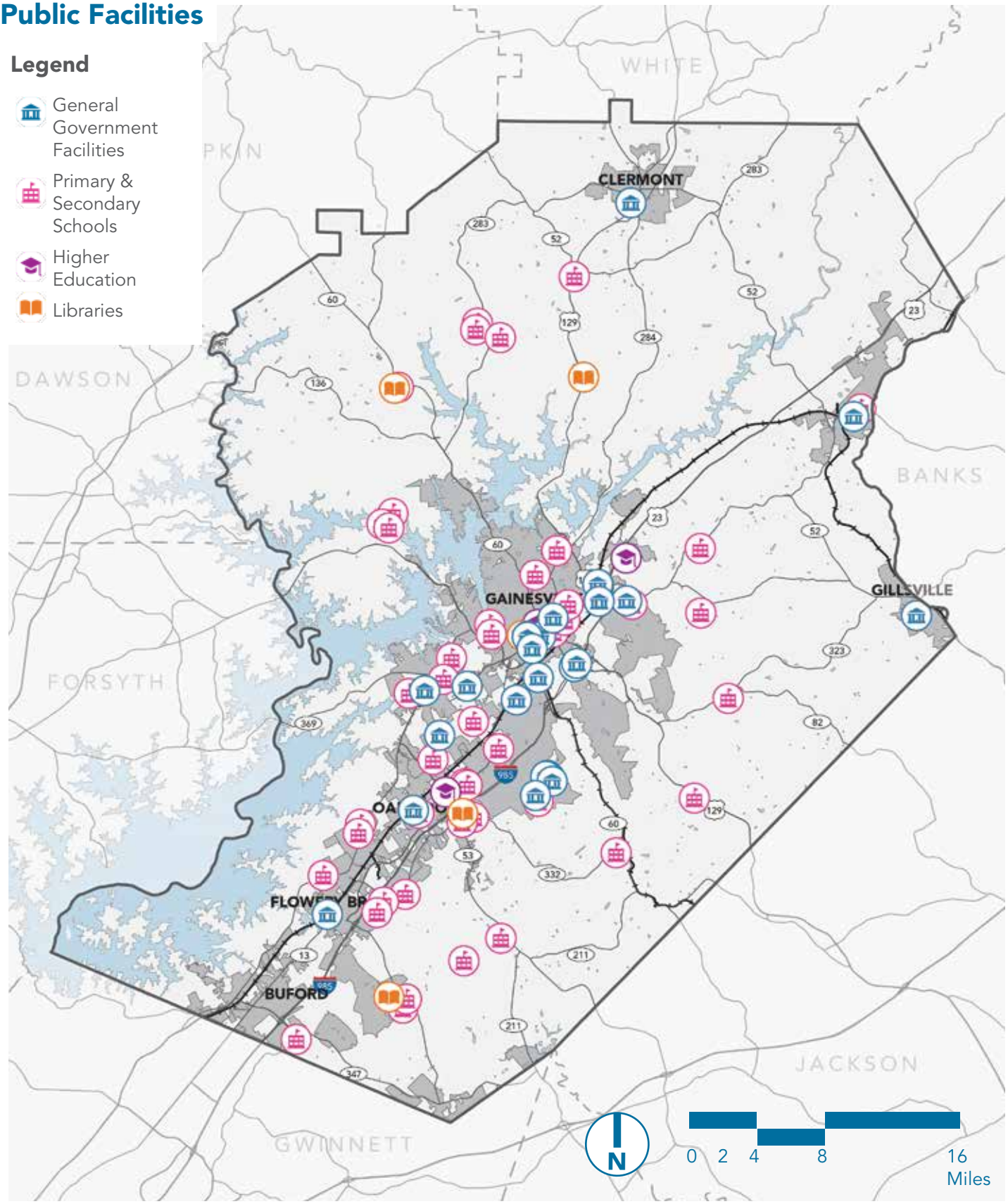
Though they are not run by the county, having three institutions with post-secondary education options located within its borders is a significant addition to the community resources Hall County residents have access to. These three institutions are:

1. **Brenau University**: Located within Gainesville, Brenau University has evolved from a private women's seminary founded in 1878 to a full university in 1992 that also holds a residential preparatory school for girls. Brenau has associates, bachelors, masters, and select doctoral programs across a range of study areas. As of 2021, Brenau University enrollment features 3,500 full-time students.
2. **Lanier Technical College:** Publicly founded in 1964, Lanier Technical College (LTC) provides workforce development needs to the greater Lake Lanier region through technical training and adult education. LTC consists of five branches around the greater Lake Lanier area, and the Hall County campus is in Gainesville. There are over 10,000 students enrolled with most of them attending classes part time. LTC offers certificate and degree programs across nine different areas of study ranging from automotive and transportation fields to public safety and healthcare.
3. **University of North Georgia:** The University of North Georgia (UNG) is another public university across the North Georgia area with a satellite campus in Gainesville. UNG is a member of the University System of Georgia. While UNG is one of the largest universities in the area with a total enrollment of 18,000+, about 6,500 of these students attend classes at the Gainesville campus. They host a wide variety of degree options, many of them also offered at the Gainesville campus.

Libraries

Hall County manages its own library system featuring five branches spread throughout the county. The headquarters is in the center of the county in Gainesville. Each planning area has its own branch except for East Hall. Any future branch openings should be in East Hall to ensure residents in this area of the county have equal access to library services such as Wi-Fi services, printing, notary services, voter registration, meeting rooms for rent, and of course, checking out books.

Public Facilities



Economics

Employment Characteristics

Employment by Sector

Employment	Hall County Total	Hall County (Percent)	Georgia (Percent)
Architecture/Engineering	1,554	1.5%	1.7%
Arts/Design/Entertainment/Sports/Media	1,604	1.6%	1.9%
Building/Grounds Cleaning/Maintenance	4,339	4.3%	3.6%
Business/Financial Operations	4,387	4.4%	5.6%
Community/Social Services	1,029	1.0%	1.6%
Computer/Mathematical	1,937	1.9%	3.4%
Construction/Extraction	7,195	7.1%	4.9%
Education/Training/Library	5,351	5.3%	6.4%
Farming/Fishing/Forestry	1,076	1.1%	0.5%
Food Preparation/Service Related	4,765	4.7%	5.6%
Healthcare Practitioner/Technician	4,385	4.4%	5.4%
Healthcare Support	2,439	2.4%	2.3%
Installation/Maintenance/Repair	4,023	4.0%	3.5%
Legal	390	0.4%	1.0%
Life/Physical/Social Science	341	0.3%	0.8%
Management	10,045	10.0%	10.7%
Office/Administrative Support	9,958	9.9%	11.1%
Production	13,249	13.2%	6.1%
Protective Services	1,049	1.0%	2.2%
Sales/Related	11,229	11.1%	10.5%
Personal Care/Service	1,886	1.9%	2.4%
Transportation/Material Moving	8,502	8.4%	8.8%
Total	**100,733**	**100.0%**	**100.0%**

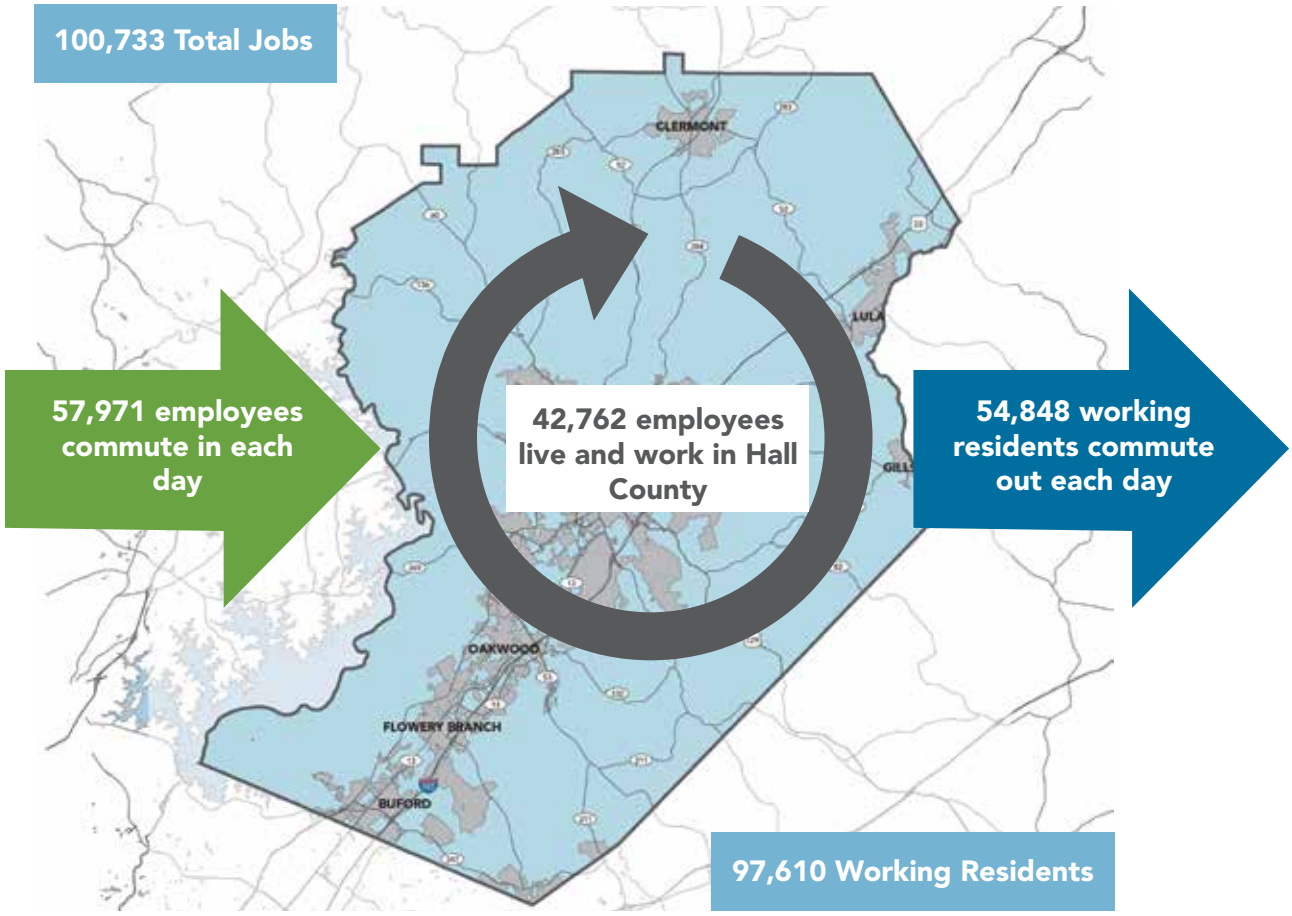
Source: KB Advisory Group based on data from Claritas Spotlight.

There are currently 100,733 total jobs in Hall County. The largest employment sectors in Hall County include:

- Production
- Sales
- Management
- Transportation
- Construction

In addition, there are 97,610 working residents. The commuting patterns show that over half (58%) of the employees working in the county commute in from elsewhere. Of the total working residents, 56% commute out each day. For employees commuting out, Gwinnett County is the destination with the highest percentage of commuting employees, at 15%. Alternatively, Gwinnett County also provides the highest percentage at 11% of the total employees commuting into Hall County each day. The majority (79%) of commuting employees drove alone on their commutes. A minimal amount of people used public transportation to commute to work.

Commuting Patterns

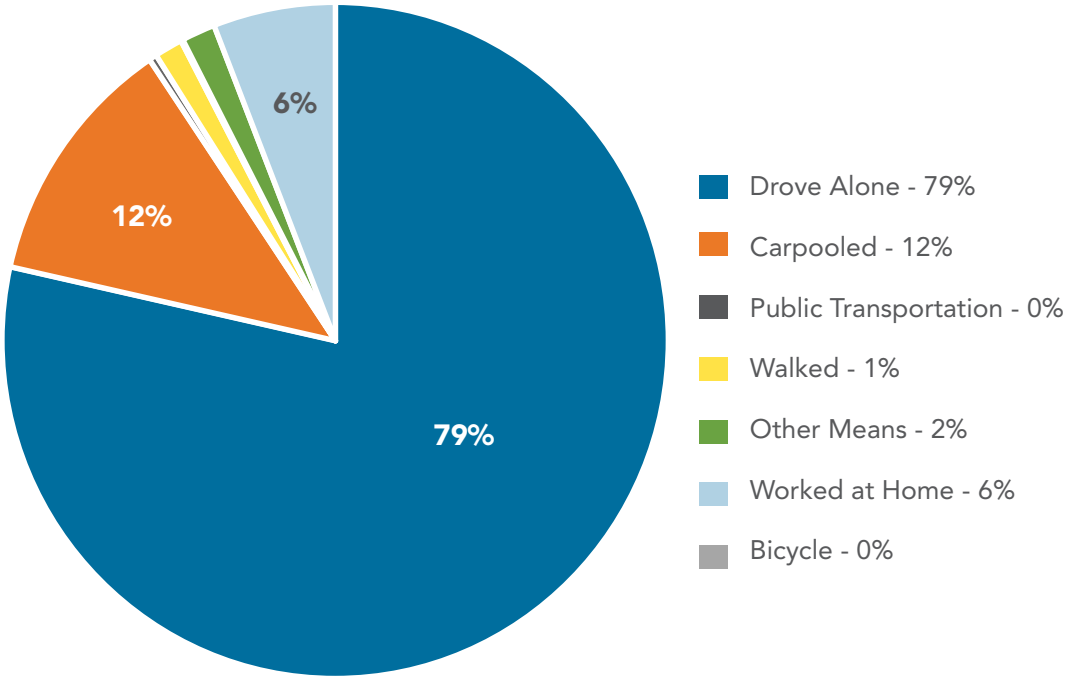


Source: KB Advisory Group based on data from Claritas Spotlight.

Commuting Patterns

	Total	Percent
Total Hall County Employment	**100,733**	-
Workers in Hall County Commuting from Elsewhere	57,971	58%
Workers Living and Working in Hall County	42,762	42%
Working Residents	**97,610**	-
Workers Living in Hall County Employed Elsewhere	54,848	56%
Workers Living and Working in Hall County	42,762	44%

Commuting Characteristics



Source: KB Advisory Group based on data from Claritas Spotlight.

Hall County Residents by Commute Destination

Destination	Percent
Hall County, GA	46%
Gwinnett County, GA	15%
Fulton County, GA	8%
Forsyth County, GA	4%
Jackson County, GA	4%
Cobb County, GA	3%
DeKalb County, GA	3%
Habersham County, GA	1%
Lumpkin County, GA	1%
Clarke County, GA	1%
All Other Locations	15%

Hall County Employees by Commute Origin

Destination	Percent
Hall County, GA	42%
Gwinnett County, GA	11%
Fulton County, GA	4%
Forsyth County, GA	4%
Jackson County, GA	3%
Cobb County, GA	3%
DeKalb County, GA	2%
Habersham County, GA	2%
Lumpkin County, GA	2%
Clarke County, GA	2%
All Other Locations	24%

Source: KB Advisory Group based on data from Claritas Spotlight.

Commercial Development

Recent Development

Real estate analysts classify commercial development as multifamily, office, retail, industrial, hospitality, and healthcare related. Under that definition, since 2017 the entire county has seen over 14 million square feet of commercial development. Over 60% of this development has been industrial, with multifamily construction a distant second. Unincorporated Hall County has seen 21.5% of all new commercial development, with most of it being industrial.

Commercial development over the past five years has predominantly clustered in the following locations:

- Within two miles of I-985
- In the center or southwestern portions of the county
- Within or near municipalities

Commercial Development by Location & Type (2017-present)

	Multifamily	Office	Retail	Industrial	Hospitality	Healthcare	Total
Unincorporated	492,156	24,654	268,988	2,133,751	20,000	100,000	3,039,549
Gainesville	2,204,137	68,028	69,884	946,888	64,198	88,493	3,441,628
Braselton	250,000	60,010	196,482	0	0	0	506,492
Buford	0	0	1,800	3,499,229	0	0	3,501,029
Oakwood	320,000	35,138	14,078	1,050,200	0	0	1,419,416
Flowery Branch	699,000	0	6,253	1,492,688	0	0	2,197,941
Total	**3,965,293**	**187,830**	**557,485**	**9,122,756**	**84,198**	**188,493**	**14,106,055**

Source: KB Advisory Group based on data from CoStar

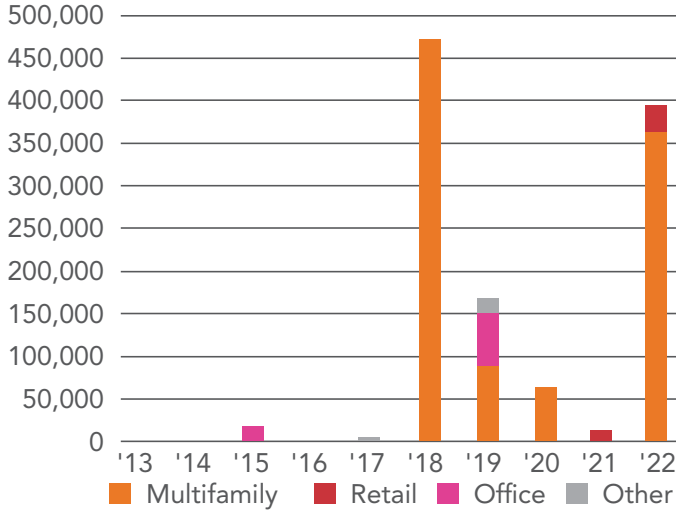
Hall County Universities: Brenau University

Higher education institutions are known to be regional economic development generators. A one-mile radius around Brenau University in Gainesville was surveyed to determine recent development trends in proximity to the school. Out of 7.3 million square feet of real estate inventory in the area, 15% of the total was added in the last decade, over 60% of which was multifamily.

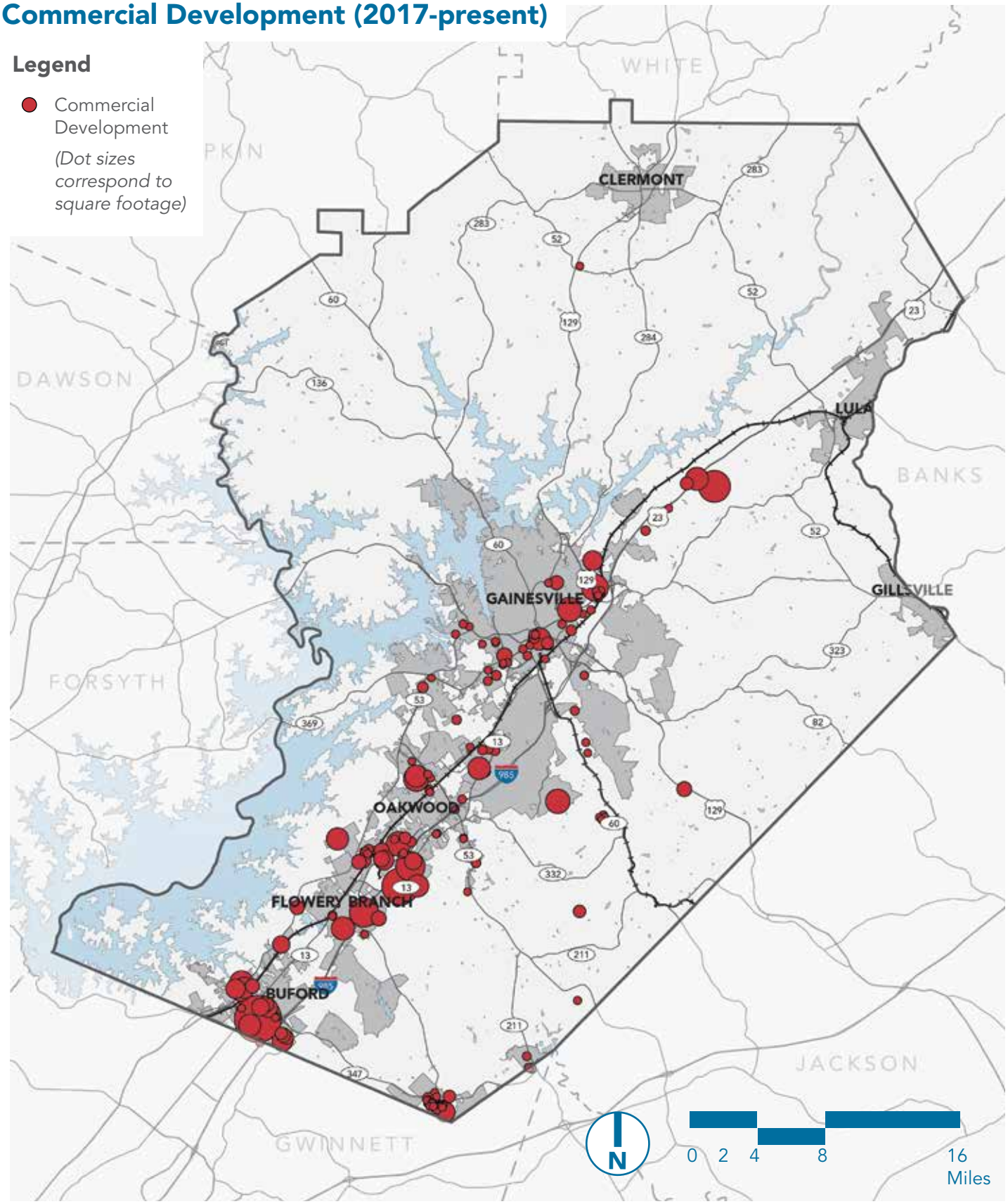
Commercial Real Estate SF Growth, 1-Mile Radius Around Brenau University

Real Estate Type	SF Added Last Decade	Last Decade as Percent of Total	Total Inventory (SF)
Multifamily	981,907	60.5%	1,624,127
Retail	49,935	4.4%	1,146,404
Office	75,937	2.9%	2,641,804
All Others	20,400	1.1%	1,888,594
Total	**1,128,179**	**15.5%**	**7,300,929**

Source: KB Advisory Group based on data from CoStar



Commercial Development (2017-present)



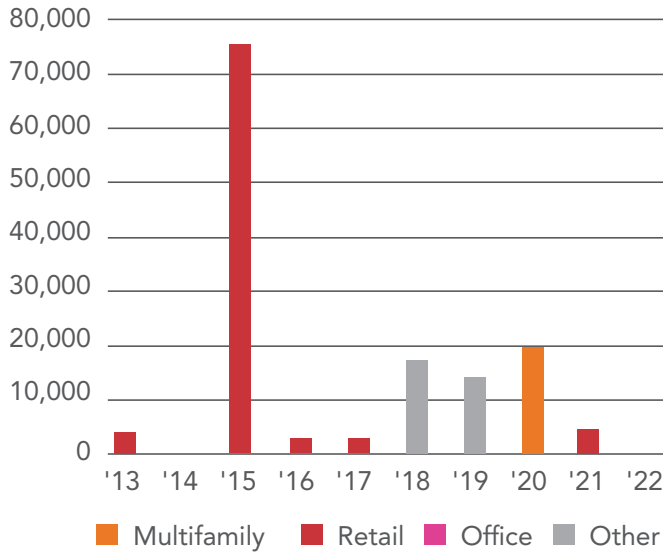
Hall County Universities: UNG Gainesville

A one-mile radius around the UNG-Gainesville campus was surveyed. Only 3.4% of the total commercial real estate around the UNGG campus has been built in the last ten years. Of this recently built inventory, retail is the largest single sector, with over 85,000 square feet of inventory added.

Commercial Real Estate SF Growth, 1-Mile Radius Around UNG Gainesville

Real Estate Type	SF Added Last Decade	Last Decade as Percent of Total	Total Inventory (SF)
Multifamily	20,000	2.1%	960,093
Retail	86,510	8.7%	989,052
Office	0	0.0%	328,696
All Others	32,710	1.9%	1,767,362
Total	**139,220**	**3.4%**	**4,045,203**

Source: KB Advisory Group based on data from CoStar



Development Pipeline

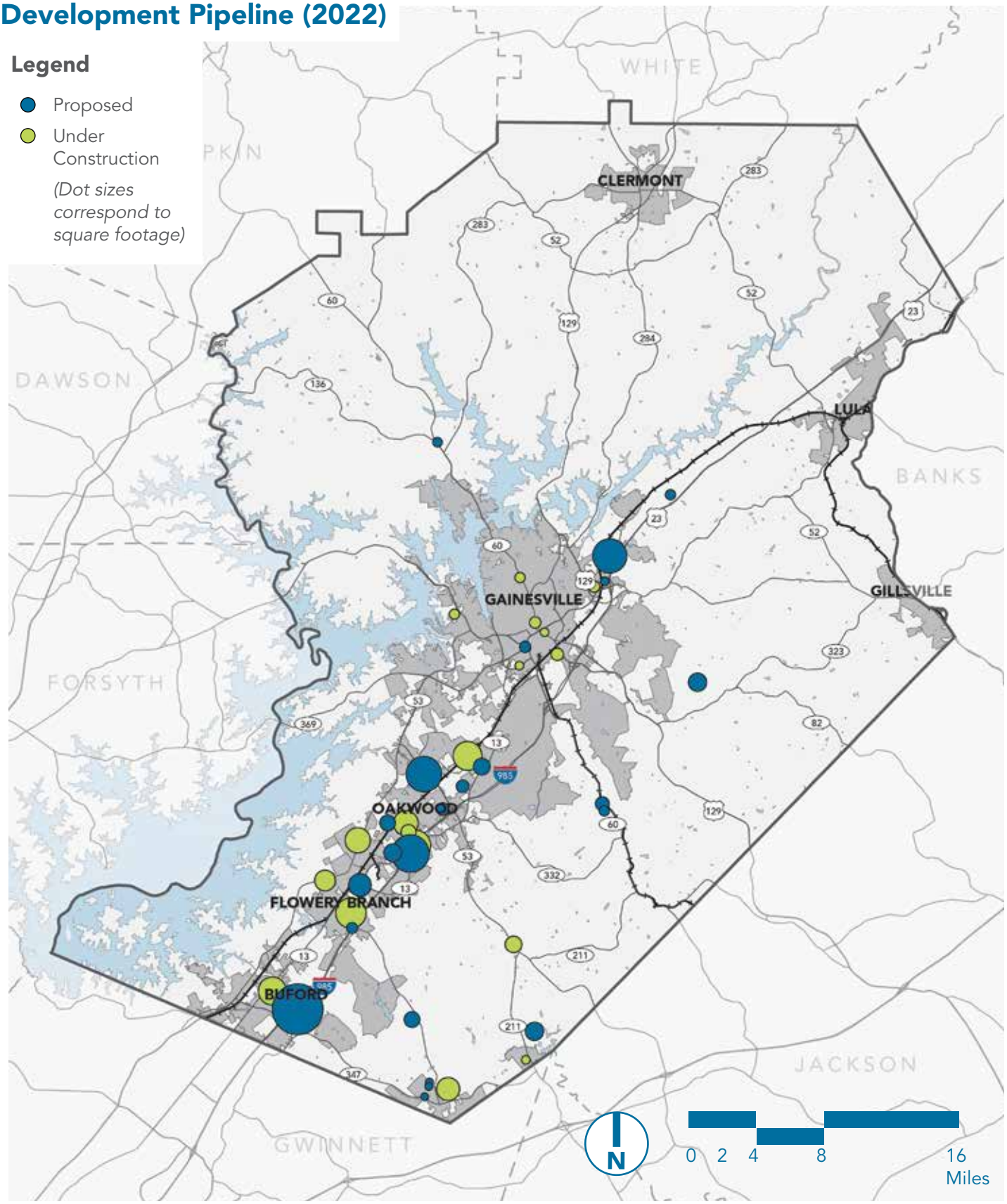
An additional roughly five million square feet of commercial development is either proposed or currently under construction. Over 60% of this new inventory is industrial, with multifamily again being the second largest figure. Almost 70% of this new inventory will be in unincorporated Hall County but will still be close to I-985 and the cities in the center and south of the county.

Commercial Development by Location & Type (2017-present)

	Multifamily	Office	Retail	Industrial	Hospitality	Healthcare	Total
Unincorporated	1,1650,500	122,500	28,055	2,046,206	35,000	15,000	3,407,261
Gainesville	461,000	0	10,542	414,375	95,474	0	981,391
Braselton	0	9,000	8,900	5,000	0	0	22,900
Buford	0	0	0	261,396	0	0	261,396
Oakwood	0	0	0	546,866	35,343	0	582,209
Flowery Branch	0	9,000	8,900	5,000	0	0	22,900
Total	**1,621,500**	**140,500**	**56,937**	**3,278,843**	**165,817**	**15,000**	**5,278,057**

Source: KB Advisory Group based on data from CoStar

Development Pipeline (2022)



Broadband

Overview

Broadband refers to an active, high-speed internet connection. More technically speaking, however, broadband is defined as 25 megabits per second (Mbps) download speed and a 3 Mbps upload speed. For instance, a user could easily load a high-quality YouTube video at this speed. This is how the state of Georgia defines broadband, and in 2018, the state launched the Georgia Broadband Deployment Initiative (GBDI) in recognition of how vital broadband is to thriving communities.

It is important to provide quality broadband coverage across the entire county to compete in the 21st century. By including strategies and proposed policies in this comprehensive plan, Hall County is taking the first step toward becoming designated as a broadband-ready community. While the county enjoys a large coverage of broadband service at 98%, the 2% of the county that is not serviced by broadband represents 2,096 locations, as measured by addresses.

Georgia's Broadband Deployment Initiative (GBDI)

GBDI was launched in 2018 to promote and deploy broadband to unserved areas. GBDI is an inter-agency effort between the Georgia Department of Community Affairs (DCA), Georgia Technology Authority (GTA), Department of Economic Development (DEcD), State Properties Commission (SPC), and Georgia Department of Transportation (GDOT). DCA and GTA lead this group and coordinate stakeholders such as providers and local governments to expand access. DCA requires comprehensive plans to have a broadband component ensuring that broadband integration and prioritization are state-wide.

Detailed Broadband Conditions

The map on the following page represents the state's most recent data, published June 30, 2023. An interactive version of this map, which includes detailed locations of the unserved areas and data on the entire state of Georgia, can be found on the GBDI website. Hall County enjoys extensive broadband coverage (orange), about 98% of the county. However, areas in North Hall and East Hall remain unserved (white). It should be noted that many of the unserved locations in these areas are largely undeveloped.

The map is organized by census blocks within the county. For this map, areas served are defined as having a "broadband definition of 25 Mbps down and 3 Mbps up, and where the broadband service is available to more than 80% of locations in a census block." Any census blocks that do not meet these standards are classified as unserved. The areas within the county that are neither served nor unserved are classified as "no location," meaning there is no commercially available source for the data.

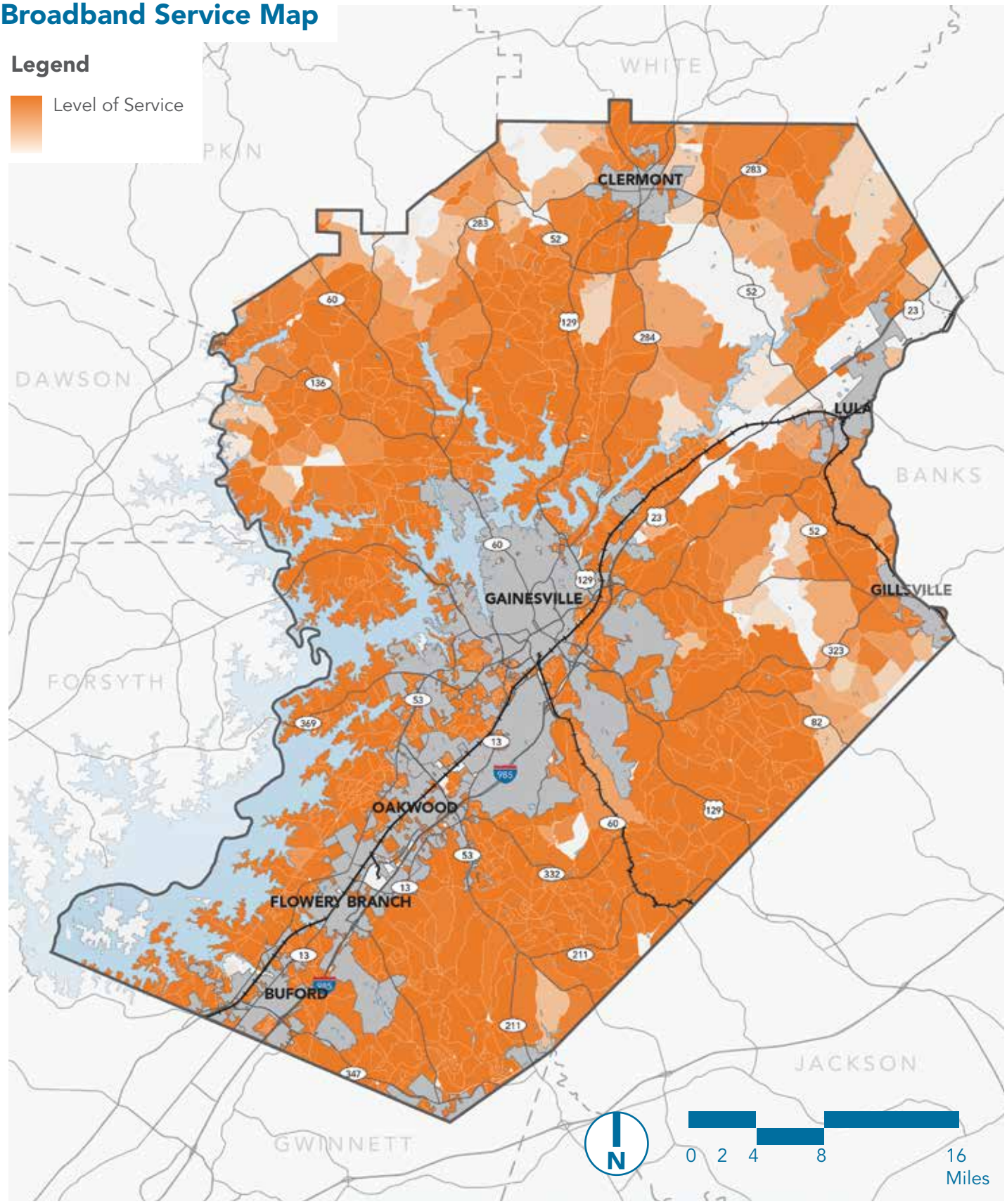
Service Statistics Summary

- Served locations: 85,792
- Unserved locations: 2,096 (2% of population)

Broadband Ready Community

To be eligible for funds at the state and federal level to expand broadband access, the County can pursue designation by DCA as a "Broadband Ready Community." The County currently does not qualify for this designation, but by including Broadband as part of the Comprehensive Plan, the County has taken the first step toward joining 34 other counties that are designated Broadband Ready Communities. The designation aims to show that the County has taken steps to reduce obstacles to broadband infrastructure investment. The next step toward becoming a Broadband-Ready Community is adopting the model ordinance outlined in O.C.G.A. §50-40-40.

Broadband Service Map



Parks, Recreation, & Greenspace

Overview

The County's *Parks Facilities Master Plan* (2019) defines greenspace as "undisturbed or minimally developed natural areas that are addressing ecological and natural system needs; this land is devoted primarily to ecosystem services, biodiversity, and wildlife habitat/travel corridors; Greenspace can include outdoor recreation, historic, and/or educational activities that have limited or minimal impact on natural systems/ habitat; land designated as greenspace generally includes some level of permanent protection from development."

In 2005, the Gainesville-Hall Chamber of Commerce undertook a strategic planning initiative that identified several "Big Ideas" for creating a desired vision for the county by the year 2030. One of the Big Ideas was the creation of the Greenspace Initiative, a group of volunteers that has been active in greenspace planning and advocacy, as well as the development of the Highlands to Islands Multi-use Trail system. In 2013, the committee developed a Greenspace Report and Greenspace Vision Map, which proposes a series of greenways, areas for accommodating additional regional parks, watersheds and viewsheds for protection. The report's recommendations include the creation of a prioritized, phased implementation plan that gradually increases the amount of the county designated as permanently protected greenspace (whether trails, parkland, conservation easement, etc.) from 6.6% to 20%.

Inventory

Hall County currently has 836 acres of parkland (across 22 parks) and 1,292 acres of greenspace. Within this portfolio, the Hall County Parks & Leisure Services manages:

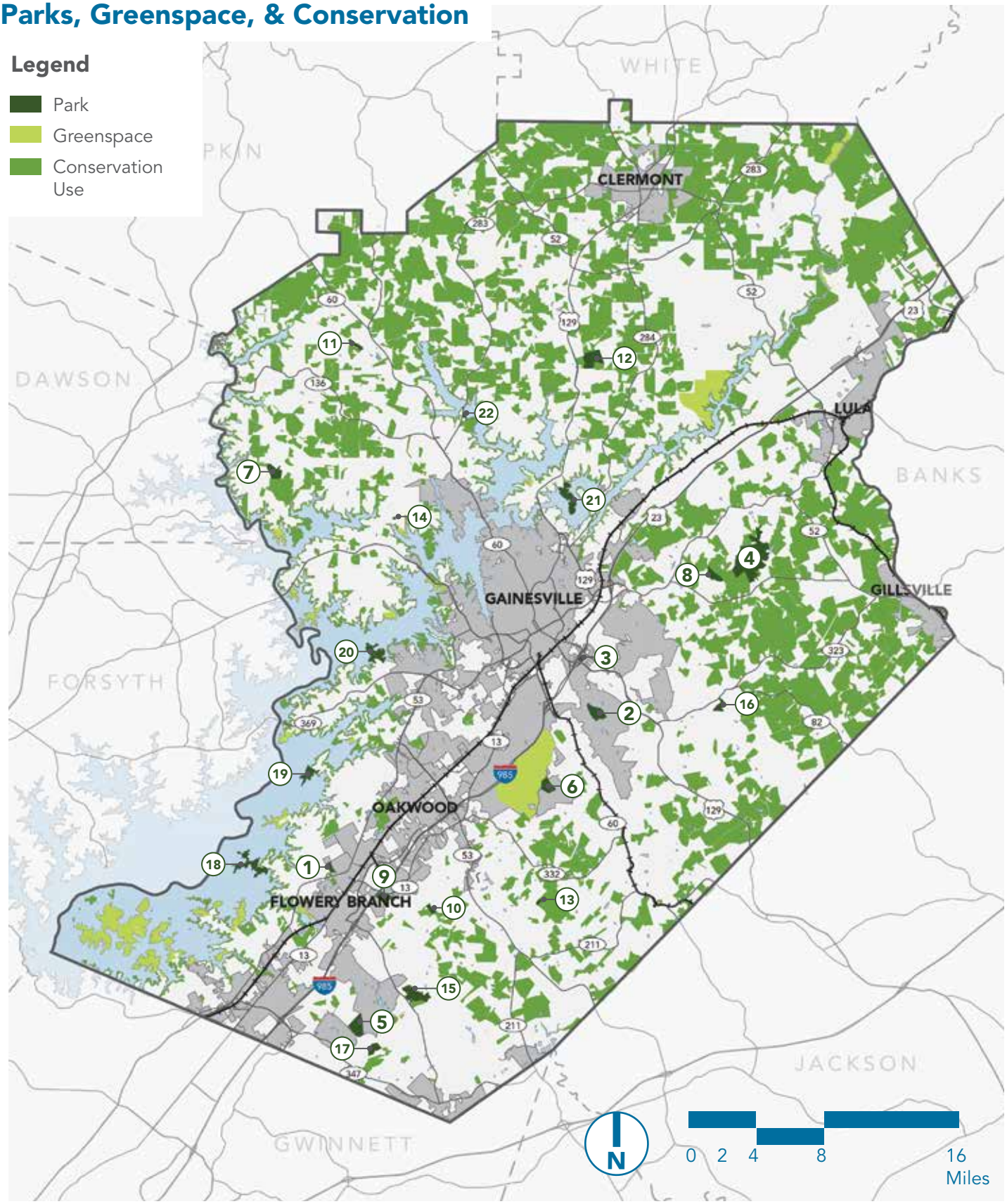
1. Alberta Banks Park
2. The Allen Creek Soccer Complex, which is jointly managed with the Gainesville Parks and Recreation Agency
3. Butler Park
4. Cedar Creek Reservoir
5. Cherokee Bluffs Park
6. Chicopee Woods Agricultural Center
7. Cool Springs Park
8. East Hall Community Center
9. Hog Mountain Sports Complex at Flowery Branch High School
10. Mulberry Creek Community Center and Park
11. Murrayville Park
12. North Hall Community Center and Park
13. Platt Park
14. Sardis Park and Sports Complex at Chestatee High School and Sardis Elementary School
15. Spout Springs Sports Complex at Cherokee Bluffs High School
16. Tadmore Park
17. Williams Mill Greenspace

Five leased properties from the Army Corps of Engineers, including:

18. Aqualand Marina
19. Sunrise Cove Marina
20. River Forks Park and Campground
21. Laurel Park
22. Wahoo Creek Park

In addition to County-owned and operated facilities, there are two state parks in the county used as greenspace: Don Carter State Park and Mossy Creek State Park. The map on page 85 shows where these parks, facilities, and greenspace are located.

Parks, Greenspace, & Conservation



Analysis

The *Parks Facilities Master Plan* conducted a gap analysis on park land and greenspace to identify the difference between existing resources and the resources needed to meet the community's needs now and in the future. The gap analysis evaluated the County's inventory, data trends, and projected needs.

Based on National Recreation and Park Association (NRPA) benchmarks, a community the size of Hall County should have 43 parks, greenspaces, and natural areas. Hall County has 26 to 27 fewer parks than the NRPA benchmark. By 2030, this need will grow to 57, which translates to a need for 31 new parks, greenspaces, and natural areas.

Based on NRPA benchmarks, a community with the population size of Hall County would have 8.5 acres of park land per 1,000 residents, or 1,369 acres of park land. Hall County has 5.2 acres of park land per 1,000 residents, or 836 total acres of parkland. This is 3.3 acres per 1,0000 people, or 533 total acres less than the benchmark.

Based on a Community Greenspace benchmark, a community with a population the size of Hall County should have 1,292 acres of greenspace based on a level of service of 8.6 acres per 1,000 residents. Currently Hall County has the right amount of land, but this number will need to increase as the population grows.

Lastly, based on NRPA and Community Greenspace benchmarks, the amount of property (or acreage under conservation/recreational easement) needed by 2030 is projected to be a total of 3,228 acres of available acreage:

- 1,605 acres of parkland
- 1,623 acres of greenspace

By 2030, Hall County is projected to have a total deficit of 1,100 acres of park land and greenspace:

- 769 acres of park land
- 332 acres of greenspace

Gap Analysis

NRPA Classification	NRPA Acres/1,000 residents	NRPA Benchmark (Acres)	Existing Acres	Existing Gap (2018)	Projected Acres Needed (2030	Projected Gap 2030
Mini-Parks/Play Lots	0.10	16	1	(16)	19	(18)
Neighborhood Parks	1	113	13	(100)	132	(119)
Community Parks	4	564	85	(478)	661	(575)
Regional Parks & Specialty Parks	4	676	737	61	793	(56)
Total		**1,369**	**836**	**(533)**	**1,605**	**(769)**

Source: *Parks Facilities Master Plan*



Natural Resources

Environmental Planning Criteria

The state of Georgia requires comprehensive plans to consider natural resources in the environment. The Georgia Department of Natural Resources (DNR) developed Rules for Environmental Planning Criteria (Chapter 391-3- 16) that establish minimum standards that must be used. These minimum standards and procedures, also known as Part V Criteria, are required under the Georgia Planning Act to be used by local communities in the development of comprehensive plans. In addition, the Georgia DCA's Minimum Standards and Procedures for Local Comprehensive Planning (Chapter 110-2-1) require local governments to review the Part V Criteria to determine if there is need to adapt development regulations to address protection of the following natural resources:

- Water Supply Watersheds
- Groundwater Recharge Areas
- Wetlands
- Protected Rivers
- Protected Mountains

The Compliance with the State Environmental Planning Criteria table in this section indicates whether these natural resources are present in Hall County and if the county has implemented protection efforts.

Regional Water Plan

DCA's Minimum Standards and Procedures for Local Comprehensive Planning require local governments to review the Regional Water Plan when preparing a comprehensive plan to determine whether additional or modified regulations/actions are needed. The Metropolitan North Georgia Water Planning District (MNGWPD) coordinates regional planning efforts that address long-term water quality protection and adequate water supply. Its member jurisdictions include 15 counties and 95 cities. In June 2017, a consolidated Water Resource Management Plan was approved by MNGWPD.

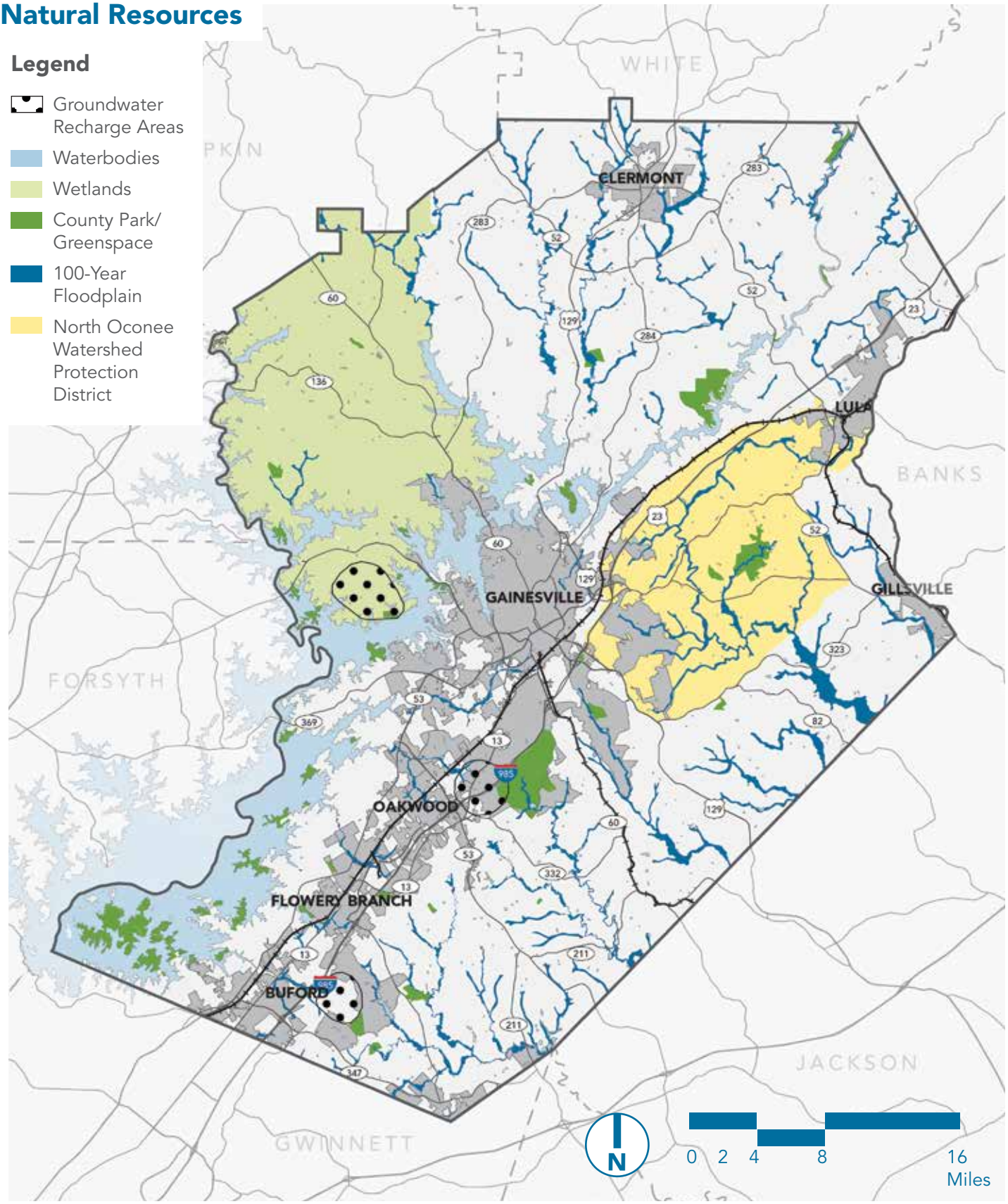
Other Natural Resources

Floodplains

A floodplain is any land susceptible to being inundated by water from any source. Floodplains serve three major purposes: natural water storage and conveyance, water quality maintenance, and groundwater recharge. Unsuitable development can prevent floodplains from serving their purpose. For example, fill material placed in the floodplain can eliminate essential water storage capacity, causing water elevation to rise, resulting in the flooding of previously dry land. Hall County's 100-year floodplains are shown on the Natural Resources Map on page 89. The 100-year floodplain is an area that will be inundated by the flood event having a 1% chance of being equaled or exceeded in any given year.

The County has adopted a Floodplain Management/Flood Damage Prevention ordinance, which sets forth standards for development within the floodplain. A community's floodplain management activities, including having effective ordinances in place, can make it eligible to participate in the National Flood Insurance Program's (NFIP) Community Rating System (CRS). The CRS program is a voluntary incentive program that recognizes and encourages activities that exceed the minimum NFIP requirements. Depending upon the level of participation, flood insurance premium rates for policyholders can be reduced up to 45%. Hall County currently does not participate in the CRS program.

Natural Resources



Compliance with State Environmental Planning Criteria

Resource	Definition[1]	Location	Local Protections
Water Supply Watershed	The area of land upstream of a governmentally owned public drinking water intake; a "small water supply watershed" has less than 100 square miles of land within the drainage basin upstream of a governmentally owned public drinking water supply intake.	The North Oconee Water Supply Watershed Protection District (a small water supply watershed in East Hall).	Watershed Protection Ordinance: Yes. Typical provisions: • Buffer and impervious surface requirements for streams within a 7-mile radius of a water supply reservoir.
Groundwater Recharge Areas	Any portion of the earth's surface where water infiltrates into the ground to replenish an aquifer.	As delineated by the DNR in Hydrologic Atlas 18, 1989 edition, there are three small, dispersed areas of low pollution susceptibility.	Groundwater Recharge Area Protection Ordinance: Yes. Typical provisions: • Septic tank regulations, including minimum lot sizes for new houses. • Special requirements for uses with on-site hazardous materials.
Wetlands	Areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions.	County-wide, as delineated by the U.S. Fish and Wildlife Service National Wetlands Inventory; especially prominent in the Murrayville/Sardis Area.	Wetlands Protection Ordinance: Yes. Typical provisions: • Uses associated with contaminants are prohibited. • Local development permit is required for regulated activity.

Resource	Definition[1]	Location	Local Protections
Protected Rivers	Any perennial river or watercourse with an average annual flow of at least 400 cubic feet per second as determined by appropriate U.S. Geological Survey documents.	Chattahoochee River.	River Corridor Protection Buffer: • No (county stream buffer requirements currently apply: 50' vegetative buffer and additional 25' setback for impervious surfaces). Key provisions of a river corridor buffer per state model ordinance: • 100-foot buffer • Limits on land disturbance within the buffer
Protected Mountains	All land area 2,200 feet or more above mean sea level, that has a slope of 25% or greater for at least 500 feet horizontally, and shall include the crests, summits, and ridge tops which lie at elevations higher than any such area.	There are no protected mountains in Hall County.	Not applicable to Hall County.

1 Definitions taken from DNR Rules for Environmental Planning Criteria (Chapter 391-3-16)

Impaired Waters

The Clean Water Act requires the Georgia Environmental Protection Division (GAEPD) to monitor the quality of freshwater rivers, streams, and lakes. Waterbodies that do not support their designated uses (e.g., recreation, water supply, aquatic life) due to poor water quality are included on a list of impaired waters, also known as the 303(d) list of waters. Impairments must be addressed through the development of a Total Maximum Daily Load (TMDL), which sets a pollutant budget and outlines strategies for corrective action.

Lake Lanier is composed of five segments, one of which (Browns Bridge Road/SR 369) is on the 303(d) list for chlorophyll A. Chlorophyll A is a pigment in algae that is used as an indicator of the potential presence of nutrients in a waterbody that causes excess algal growth. The State of Georgia includes this segment of Lake Lanier on its list of priority waters for protection; however, a TMDL will be written for the entire lake.

Historic Resources

Inventory of Historic Resources

Historic resource surveys provide a working base for communities in devising a local preservation strategy. In 2012 a survey of unincorporated Hall County was conducted by FindIT, a state-wide cultural resource survey program sponsored by the Georgia Transmission Corporation (GTC) in partnership with the Georgia Department of Natural Resources (DNR), and the Historic Preservation Division. The program is housed in the College of Environment + Design at the University of Georgia.

The Historic Resources Map in this section shows the locations of the surveyed resources, which include buildings and cemeteries. The buildings are categorized by age: those built before 1900; between 1900 and 1950; and, after 1950. The public can view the resources and detailed information from the survey on DNR's official web-based database system: NAHRGIS (Natural, Archaeological, and Historic Resources Geographic Information Systems).

National Register of Historic Places

The National Register of Historic Places (National Register) is the official list of the nation's historic and archaeological resources worthy of protection. A program of the U.S. Department of the Interior's National Park Service, the National Register is intended to identify, evaluate, and protect historic places. As an honorary designation, National Register status places no obligations or restrictions on private owners. However, to take advantage of incentive-based preservation programs such as the 20% Federal Historic Preservation Tax Incentives Program, rehabilitation projects must retain a property's historic character by following the Secretary of the Interior's Standards for Rehabilitation.

The National Register includes two historic resources in unincorporated Hall County (see Historic Resources Map): Healan's-Head's Mill and the Beulah Rucker School/House.

Healan's-Head's Mill

Located on Whitehall Road at the North Oconee River, the 1850 grist mill (and supporting buildings on the 4-acre property) was listed on the National Register of Historic Places in 1990. It was purchased by Fred and Burnice Healan in the 1960s and used as an antiques store.

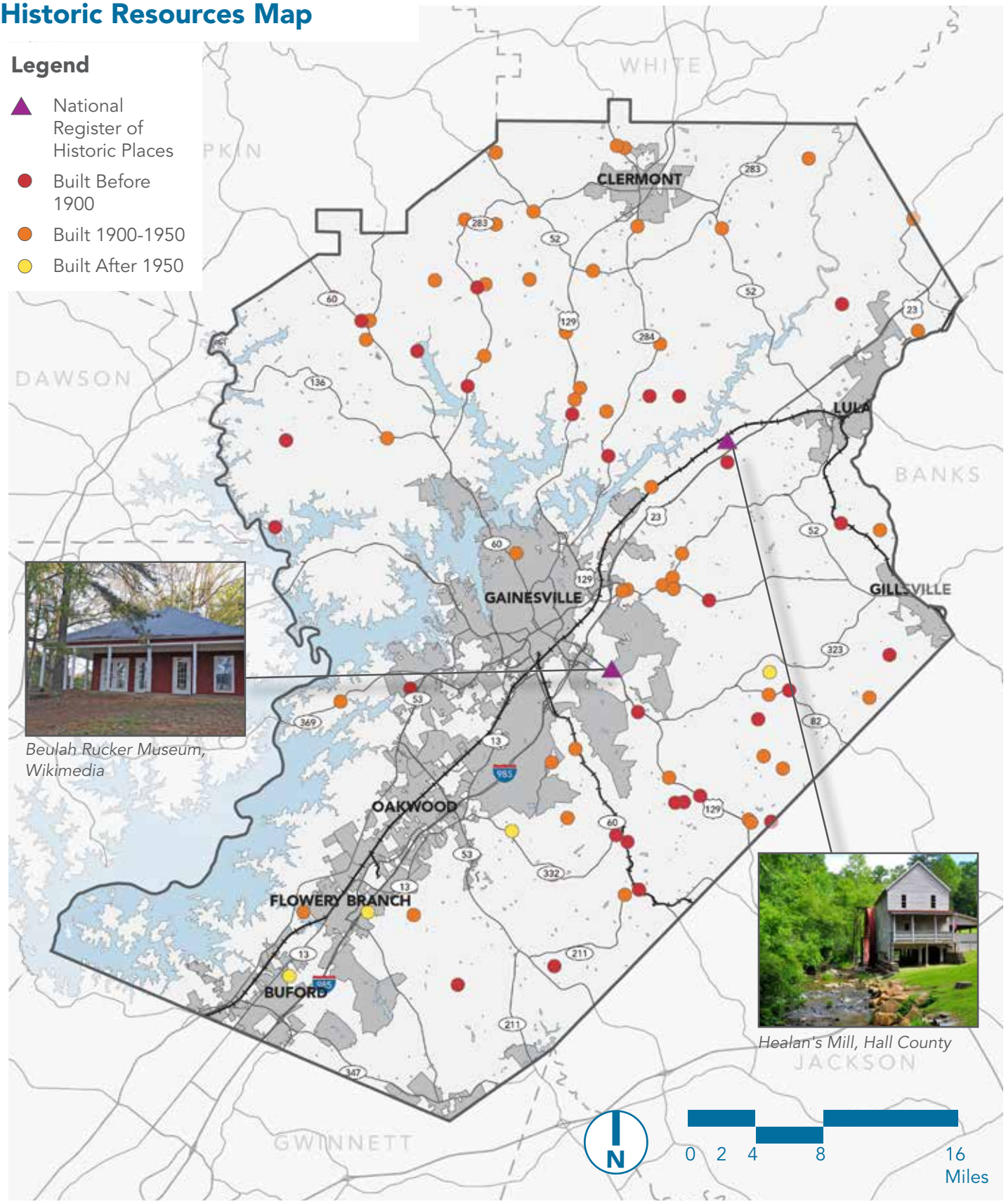
In 2003, Hall County purchased the mill and four acres of surrounding land using grant funding from the Trust for Public Land. The County, along with a group of interested residents (known as Friends of Healan's-Head's Mill), is undertaking a multi-phased project to restore the mill. Plans include stabilization, which is being funded by the 2015 Special Purpose Local Option Sales Tax (SPLOST) referendum.

Future phases include additional property acquisition, renovations to make the mill operational, and construction of a Visitor's and Heritage Center and walking trails near the mill.

Beulah Rucker School/House

The circa 1915 Georgian cottage is located at 2110 Athens Highway, which is in the Morningside Heights community. The building was used as a house and school by Beulah Rucker, a noted educator who established a school for African American children. The school was one of only a few available to African American children and at one time was the only high school. It was listed on the National Register in 1995. It was rehabilitated by the Educational Foundation and Museum of Beulah Rucker Inc. and is currently in use as a museum.

Historic Resources Map



Beulah Rucker Museum, Wikimedia

Healan's Mill, Hall County

Susceptibility to Change

Overview

Susceptibility to change refers to the likelihood that a piece of land will see some level of change within a given timeframe. A susceptibility to change analysis was conducted to determine which tax parcels in Hall County's digest are most likely to see new development or major land use changes in the short term (less than 10 years), which ones could see more minor or longer-term changes, and which ones are most likely to remain as they are. The results of this analysis highlighted which areas of the county can expect to experience future growth, and then were compared to community input to inform future development recommendations. Parcels that have a low susceptibility to change include those with structures not in need of rehabilitation, newly constructed or renovated buildings, newer or high-quality housing, and civic uses like churches, public and institutional uses like schools, parks, and historic structures. High susceptibility, in this case, indicates vacant parcels and/or buildings, parcels in which the land value exceeds the building value, and structures either showing obvious signs of deterioration or failing. The map on page 97 shows the results of the analysis.



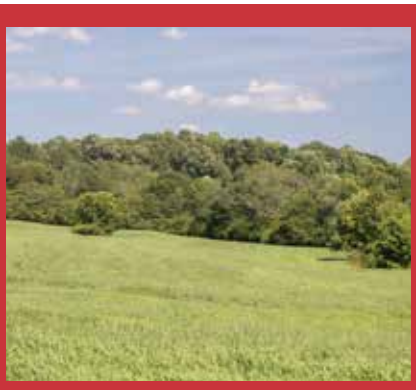
Low Susceptibility

- Newly constructed buildings
- Stable/established neighborhoods
- Tax-exempt uses like parks, churches, and schools
- Buildings/properties in good condition and/or well-maintained



Medium Susceptibility

- Land uses that could relocate (i.e., commercial or industrial)
- Less stable neighborhoods
- Vacancy (either the building or land)
- Buildings/properties starting to show some cosmetic decline or signs of decay
- Likely to see minor changes in the short term, or major changes in the long term



High Susceptibility

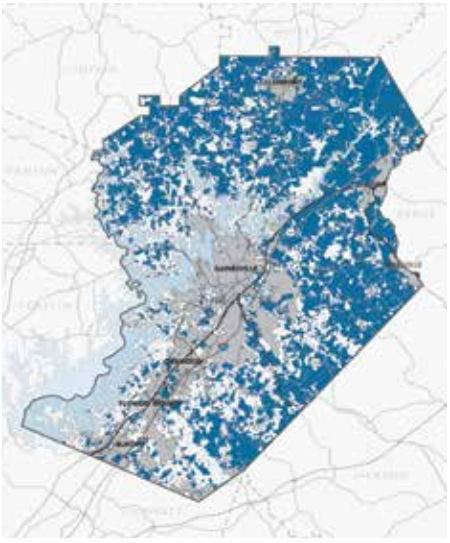
- Vacancy (either the building or land)
- Agricultural land with no improvements
- Properties with declining values
- Larger tracts of land (greater than 20 acres)
- Buildings/properties in fair to poor condition and showing obvious signs of decay

Methodology

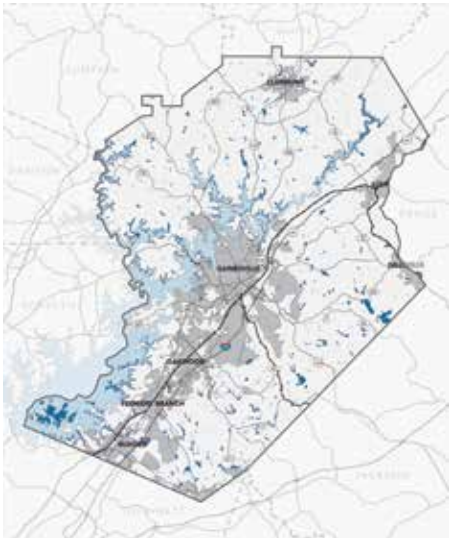
Susceptibility was determined based on nine factors and graded depending on how likely they were to influence susceptibility:

- Land value versus building value
    - 1 = building value is greater than land value
    - 2 = building value is less than land value
- Stability in value
    - 1 = value as compared to previous tax year is the same or greater
    - 2 = value as compared to previous tax year is less
- Land uses
    - 1 = residential uses, utilities, conservation areas, and tax-exempt uses such as schools, parks, and places of worship
    - 2 = agricultural, commercial, and industrial uses, along with vacant lands
- Presence of water
    - 1 = parcels with water, and more than 50% of their area lies within a body of water, stream buffer, or floodplain
    - 2 = parcels with water, and less than 50% of their area lies within a body of water, stream buffer, or floodplain
- Acreage
    - 1 = parcels with acreages of less than 20 acres
    - 2 = parcels with acreages of more than 20 acres
- Ownership
    - 1 = owned by a private individual or organization
    - 2 = owned by the County, City government, public utility company, or Hall County Schools

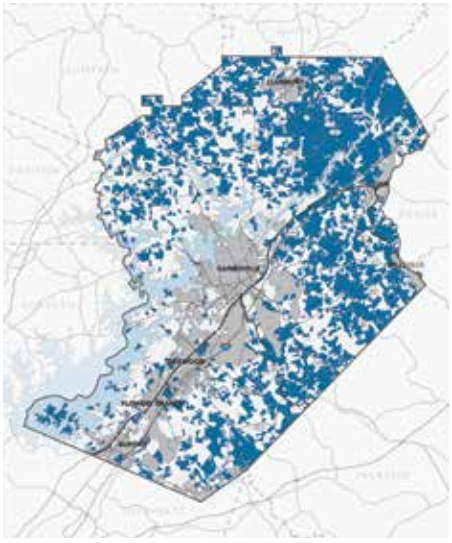
Susceptible Land Uses



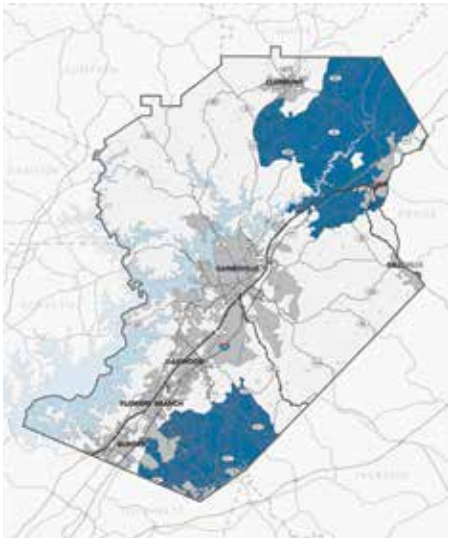
Presence of Water



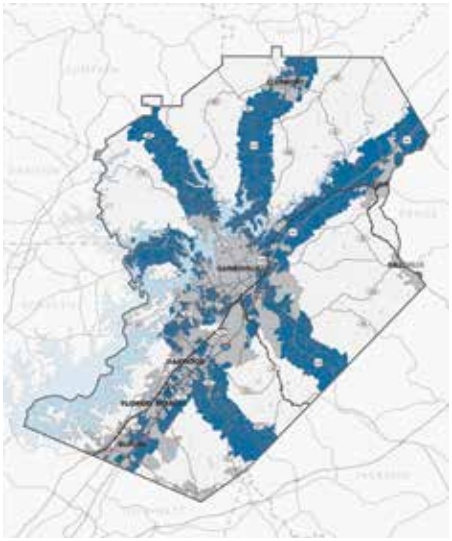
Parcels Over 20 Acres



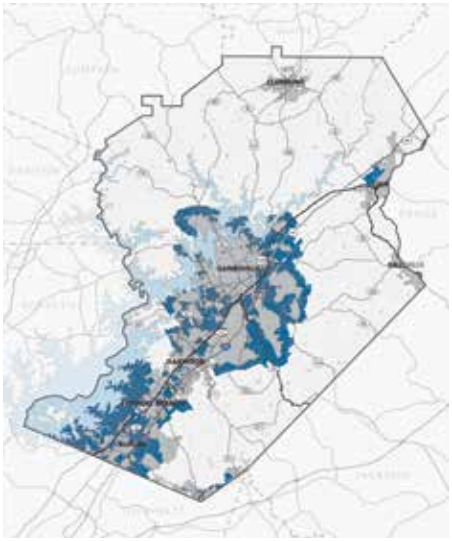
Sewer Priority Areas



Proximity to Major Roads



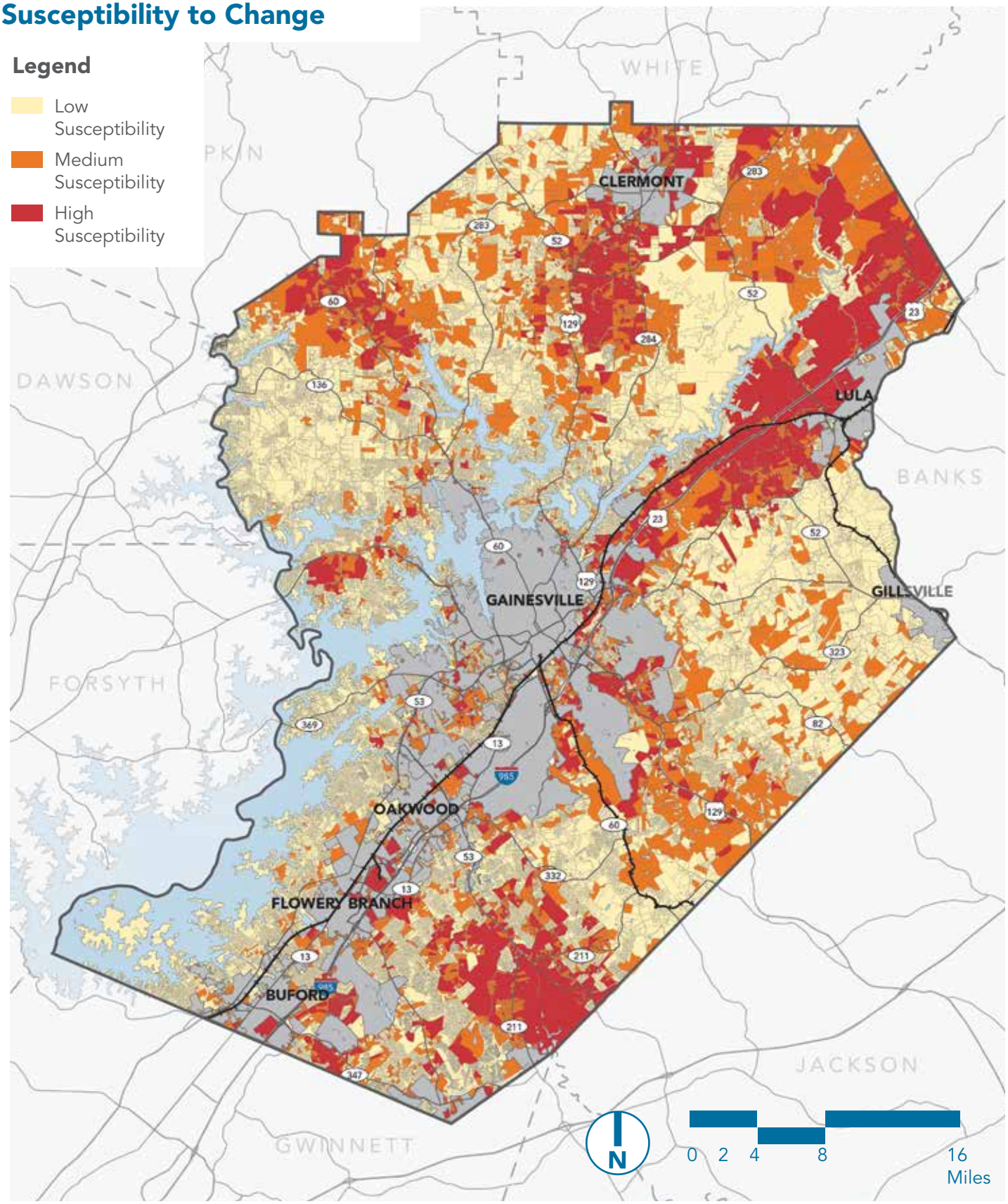
Spheres of Influence



- Location within a priority sewer area identified by the *Sewer Master Plan and Rate Study* (see page 67 for more information)
    - 0 = parcels in a sewer district not controlled by Hall County
    - 1 = parcels in Hall County's sewer district
    - 2 = parcels in Hall County's sewer district and lie within either the North Hall or South Hall priority sewer area
- Proximity to a principal arterial or interstate based on the Functional Classification map on page 55
    - 0 = parcels more than two miles from a principal arterial or Interstate
    - 1 = parcels between one and two miles from a principal arterial or Interstate
    - 2 = parcels less than one mile from a principal arterial or Interstate
- "Sphere of influence"
    - 0 = all other parcels
    - 1 = parcels within the "sphere of influence" of a city as noted in those cities' comprehensive plans (Gainesville, Oakwood, Flowery Branch, Buford, Braselton, and Lula)

The values described above were assigned for each parcel were put into an attribute table on ArcGIS and the numbers were added. Total values ranged from 6 to 15 and were analyzed for "natural breaks" to inform low, medium, or high susceptibility. The resulting map was analyzed for "inconsistencies," such as areas that were designated as highly susceptible to change but are realistically not going to see tremendous change (like residential subdivisions), and then corrected accordingly.

Susceptibility to Change



Results

The table, the map on page 97, and the maps on the facing page show the breakdown of susceptibility both county-wide and in each of the six planning areas.

The area of the county with the most land that is highly susceptible to change over the next ten years is the Chestnut Mountain/Candler area. This area is most impacted by the presence of SR 211/ Winder Highway, its proximity to both Gainesville and Braselton, a high number of large lots, and very little water. Neighboring Jackson County, one of the state's fastest growing counties, will likely have a spillover effect on growth in this area, especially along SR 53 headed into Gainesville.

The East Hall area is also expected to change a lot over the next decade. This is due to its proximity to SR 365/Cornelia Highway and the number of large tracts of agricultural land. The construction of the new Inland Port along SR 365/Cornelia Highway will impact this area even greater. The Inland Port will bring an influx of industrial, office, and flex land, which will generate both jobs and new demand for housing and services.

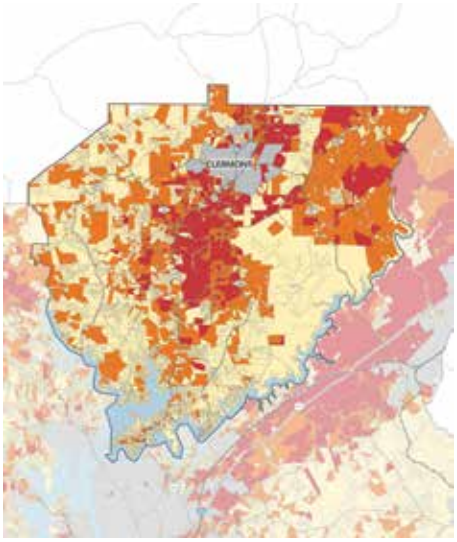
The Gainesville Area will also change, although likely not as much as Chestnut Mountain/Candler and East Hall. As the county grows in population, Gainesville is likely to absorb around 20% of that growth, either within its existing city limits or future annexations. There are undeveloped tracts touching the city's boundaries that could see new development, along with pockets of underutilized land that could see redevelopment.

As a whole, the county's future growth patterns are concentrated mostly along principal roads, near existing cities, and in areas with sewer access or that will eventually have sewer access. Developers will seek to build new residences and commercial properties on large tracts of land of at least 20 acres. This analysis will inform future land use recommendations in different areas of the county, particularly as it relates to density, use, and zoning.

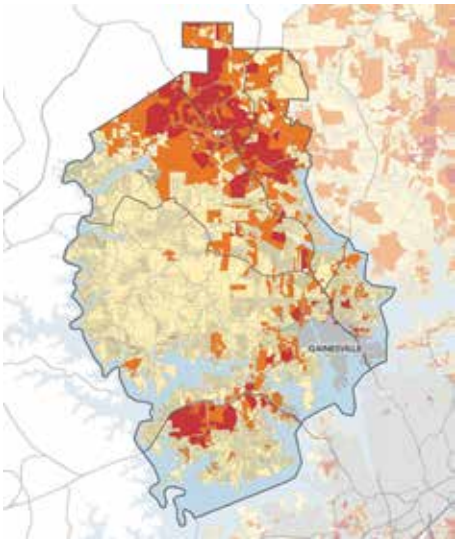
Susceptibility to Change Analysis Results

Susceptibility Level	Acreage	Percentage
COUNTY-WIDE		
Low	111,619.5	55.10%
Medium	52,881.4	26.10%
High	38,071.6	18.79%
NORTH HALL		
Low	28,757.4	52.64%
Medium	1,8210.5	33.33%
High	7,663.1	14.03%
MURRAYVILLE/SARDIS		
Low	2,1032.8	66.58%
Medium	6,768.8	21.43%
High	3,789.1	11.99%
GAINESVILLE AREA		
Low	7,859.8	50.38%
Medium	4,467.1	28.64%
High	3,273.1	20.98%
EAST HALL		
Low	27,421.1	48.49%
Medium	15,130.0	26.75%
High	14,002.3	24.76%
CHESTNUT MOUNTAIN/CANDLER		
Low	11,608.4	51.05%
Medium	4,585.6	20.16%
High	6,546.7	28.79%
SOUTH HALL		
Low	14,939.9	69.63%
Medium	3,719.4	17.33%
High	2,797.3	13.04%

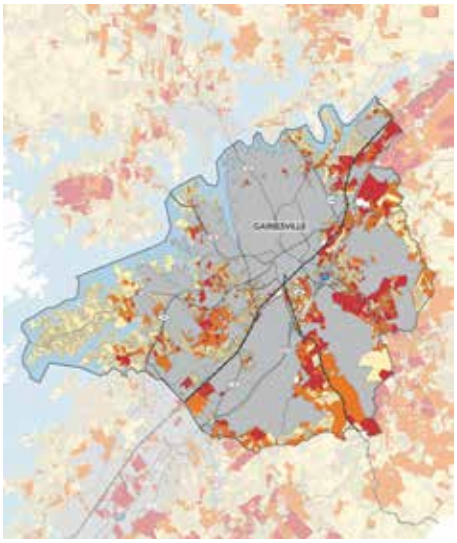
North Hall



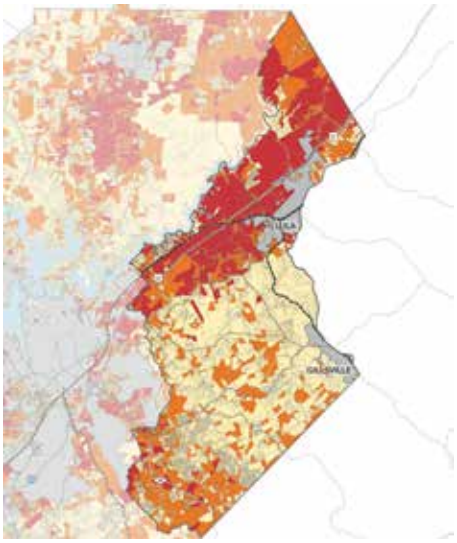
Murrayville/Sardis



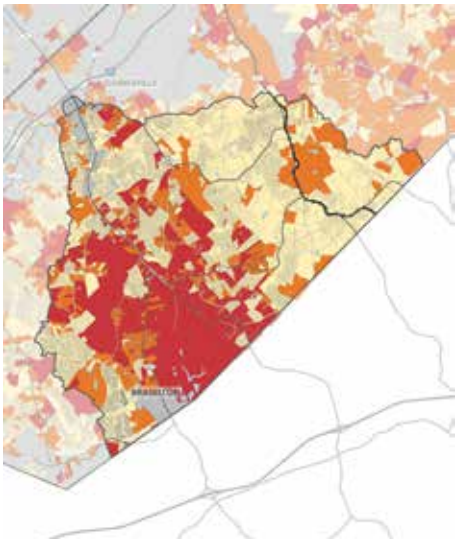
Gainesville Area



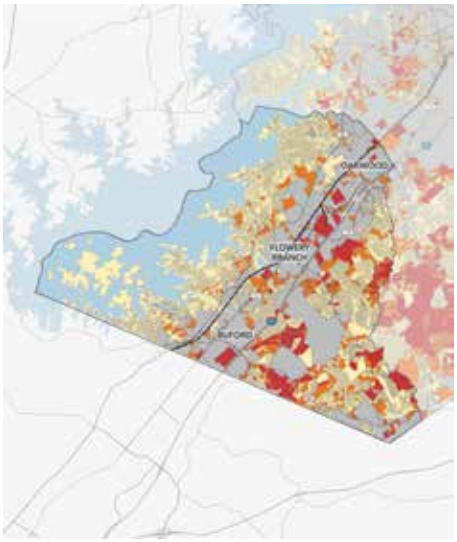
East Hall



Chestnut Mountain/Candler



South Hall

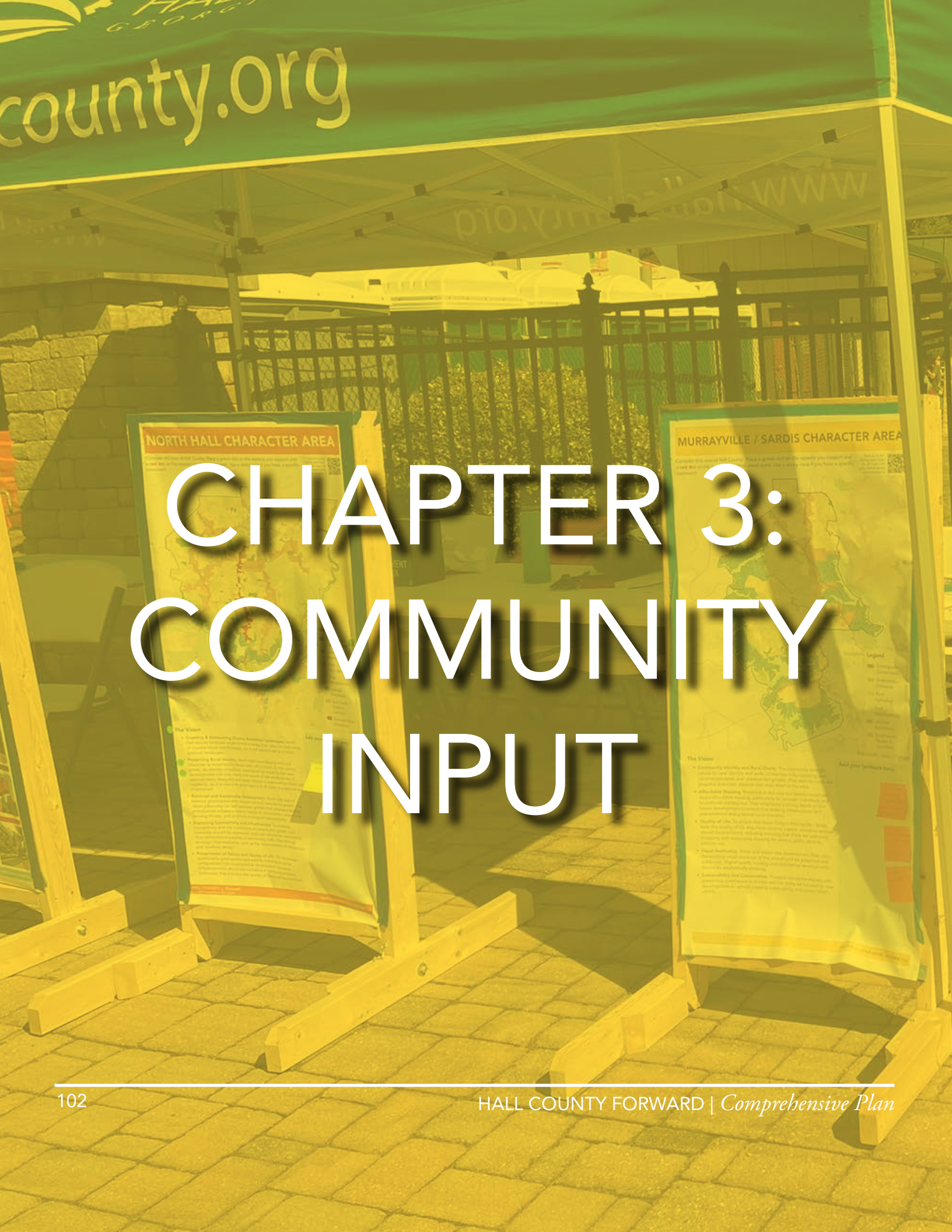


The Takeaways

This chapter evaluated existing conditions in Hall County to begin identifying the challenges and opportunities. This analysis included many topics: demographics, land use, housing, transportation, infrastructure, community resources, economics, commercial development, broadband, parks and recreation, greenspace, and natural resources. The findings informed the final analysis, looking at the susceptibility to change throughout the county at the parcel level. The highlights from each analysis area are summarized below.

- Some trends in the analysis applied to the entire county – possibly one of the most important is that Hall County's **population** is growing quickly, more quickly than the rest of the state. If trends continue, the county could have over 382,000 residents by 2050, an increase in 120,000 residents in the unincorporated areas alone. For the most part, this population enjoys more wealth, larger household sizes, and more children than the rest of the state. However, to continue to support high median incomes and large household sizes amidst a rapidly growing population, Hall County service providers will need to strategically plan how to scale up their resources to meet increasing demand.
- Analysis of Hall County's **existing land use patterns** shows an agricultural county with just under 50% of the land devoted to agriculture and roughly 30% devoted to residential uses. About 8% of the land in the county is vacant. The ongoing UDC update will help with zoning issues and ensure Hall County's legal land uses reflect the context of today and plan for tomorrow.
- Hall County's **housing supply** was primarily built before 2000 and consists of mostly single-family houses. Recent development has been concentrated in South Hall. The rapid population growth combined with a lack of housing built in the last 20 years has led to drastic price increase in housing. The average new for-sale housing prices have increased by $115,000 since 2017, and rents have increased by about 30% since then. The supply and demand discrepancy has led to housing attainability pressures that Hall County must address now to ensure they aren't further exacerbated by future population growth.
- The county's **transportation network** provides opportunities for both personal vehicle and freight movement. The current level of service (LOS) across the county is good despite most roads having one or two through lanes. However, future demand modeling shows that the combined freight traffic increases and the personal vehicle traffic increases from population growth will decrease the LOS across the county's roads significantly in the next 20 years if proper planning isn't coordinated with the county or the GHMPO, and if other modes of transportation are built out. There are limited multimodal transportation options in Hall County: only one transit provider, a lack of cohesive sidewalk network in unincorporated areas, and few bike lanes. Recent studies have examined expanding trail and freight options to ease these pressures.
- A 2020 study has identified challenges and opportunities for improvement of Hall County's **sewer infrastructure**. Implementing the proposed expansions of the 2020 *Hall County Sewer Master Plan & Rate Study* will ensure that growth is sustainable, and making regular updates will ensure that the proposed system expansions can continue to keep up with additional residential, commercial, and industrial growth.
- In line with the themes from other analysis areas, Hall County's anticipated population growth will increase demand for its **community resources,** such as schools, libraries, and public safety. Many of the county's current resources are clustered in the Gainesville Area and South Hall areas, which are the most populous. However, many of the other planning areas lack the same access to resources that Gainesville and South Hall enjoy. Expanding services to more rural areas such as East Hall, the Chestnut Mountain/Candler area, and the Murrayville/Sardis area can help provide a higher quality of life for all Hall County residents while ensuring enough resources for future populations.

- Analyzing **economic trends** in the county produced two critical takeaways for the comprehensive plan to consider. The first is that the top five largest employment sectors – production, sales, management, transportation, and construction – don't necessarily align with the top land use, agriculture. Additionally, there is a fair amount of commuting between Gwinnett County and Hall County workers. Though about 42,000 Hall County residents commute to their jobs within Hall County, 55,000 workers commute outside of the county each day. Almost 80% of commuters travel alone in their vehicles as transit options within the county and region are limited. The County should consider expanding transit options and developing jobs near transit centers to keep residents within the county for work, reducing commute times.
- **Commercial development** has grown significantly in the last five years, aligned with the economic trends more closely than the existing land use trends. Much of the commercial development has been industrial, but there has been a notable amount of multifamily as well. Most of the development is in unincorporated Hall County near I-985 and near the cities. Current and proposed construction projects show these trends will likely be maintained into the future.
- Hall County enjoys comprehensive **broadband coverage** in 98% of areas, but unserved areas are concentrated in North Hall and East Hall. To unlock state funding to help expand broadband coverage in these areas, Hall County should explore the DCA's Georgia Broadband Program.
- A gap analysis on **parks, recreation, and greenspace conservation** was conducted in 2019 as part of the *Parks & Facilities Master Plan.* Several categories fell short of goal acreage per resident benchmarks, such as the number of parks, greenspaces, natural areas, and overall acreage devoted to these areas. To meet current and future demand for these amenities, Hall County will need to significantly increase resources to expand parks, recreation, and greenspace across the county over the next 20 years.
- Hall County contains many valuable **natural resources**, and residents are particularly proud that Lake Lanier is partly in the county. Hall County meets several state standards for waterway protection. However, additional protections could be implemented to promote the benefits of its natural resources and further protect them amidst growing development. Specifically, buffers on streams and rivers could be expanded to the state-recommended 100 feet rather than the current 50 feet.
- Hall County also has several **historic resources**, with two key sites on the National Historic Register. The county is actively involved in refurbishing Healan-Head's Mill using SPLOST funds, and a local nonprofit actively maintains the other site, Beulah Rucker School House. The County's support of both sites is critical to preserving Hall County's diverse and rich history for current and future residents.
- The final analysis done throughout the county was a **susceptibility to change** analysis, which incorporated key findings and data from other existing conditions study areas. County-wide, about 20% of the land is susceptible to change, but those areas are concentrated in several planning areas. The Chestnut Mountain/Candler planning area was the most susceptible to change, followed by East Hall. Gainesville also had a notable susceptibility to change. As the most recently developed, South Hall is not very susceptible to change, as is the Murrayville/Sardis and North Hall areas due to their lack of access to infrastructure. Understanding which specific areas are most susceptible to change and what vision the residents of those areas have for their future paved the way for more precise land use recommendations in the "Future Land Use Strategy" chapter starting on page 154.



CHAPTER 3: COMMUNITY INPUT



Overview 104
Community Input Survey 107
Steering Committee Meetings 114
Public Meetings 118
The Takeaways 125

COMMUNITY INPUT

Overview

Community input is vital to ensuring that the Comprehensive Plan represents the community's interests. Not only is the input itself important, but the amount of input received ensures that the Hall County Board of Commissioners (BOC) have full confidence in the plan being the best resource in informing their decisions on future development.

To receive as much community input as possible, Hall County hosted a multitude of options for public input, occurring in almost every month of the planning process. The timeline was as follows:

November 2022	December 2022 & January 2023	February 2023	March 2023	April 2023	May 2023
Steering Committee Meeting # 1 (Virtual) Kick-Off Meeting/Public Hearing #1 Survey goes live	N/A	Steering Committee Meeting #2 Survey closes	Forward Thinking Workshops	N/A	Forward Action Workshops
June 2023	**July 2023**	**August 2023**	**September 2023**	**October 2023**	**November 2023**
Citizens Advisory Committee Meeting	Inter-governmental Advisory Committee Meeting	Steering Committee Meeting #3	Technical Advisory Committee Meeting	Draft Plan Open House	Steering Committee Meeting #4

Outreach Methods

Meaningful community involvement is a crucial part of any planning process. The planning team hosted a variety of in-person and virtual options to maximize engagement accessibility. The following techniques were used to gather input from stakeholders within Hall County:

- A dedicated project website that was linked to the Hall County website
- A series of online surveys to assess initial public opinion and gather input on types of improvements needed
- Steering Committee meetings
- Public meetings
- A "Meeting-in-a-Box" Toolkit
- Three Advisory Committees

Community Input by the Numbers



>12,500
website visits



>1,300
total survey responses



6
public meetings



>200
meeting participants



7
advisory meetings



>2,200
comments made

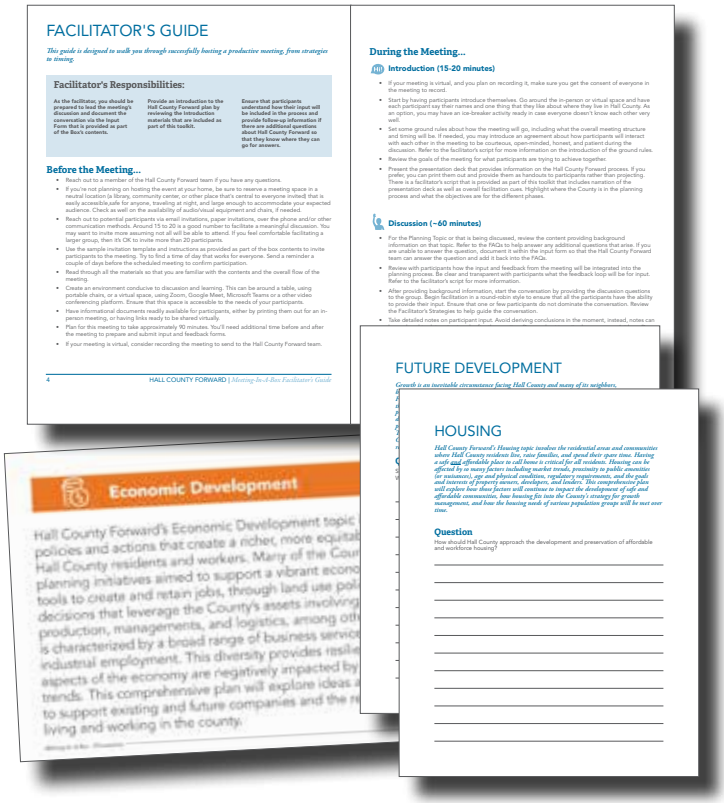
Marketing

The planning team worked with County staff to conduct marketing and communications for events. The Hall County website was used to promote meetings and online surveys. Social media platforms were also used to advertise meetings and the survey. The local news outlets printed press releases about the planning process and disseminated legal meeting notices. The County went to local events, like ballgames, to promote the Meeting-in-a-Box toolkit and virtual workshop activities. Some materials were translated to reach residents and stakeholders who speak Spanish as their native language.



"Meeting-in-a-Box" Toolkit

The "Meeting-in-a-Box" toolkit was intended to help interested stakeholders share ideas in a way that is more comfortable and suitable to their schedules. The toolkit was designed to provide input on the plan and all of its elements. All the necessary materials were hosted on the plan's website including the presentations, activities, and a "how-to" video on how to use the toolkit. A meeting facilitator could choose to host a meeting either virtually or in-person using the toolkit's facilitator guide and the materials provided could be adapted to either medium. The toolkit was used five times and reached over 100 people. This engagement opportunity was open through the end of 2023 to gather as much feedback as possible as the plan was developed.



Community Input Survey

The online survey was released at the first public meeting on November 14, 2022, and was closed on February 28, 2023. The survey was posted as six identical surveys, one for each planning area, to receive specific feedback on each of the individual planning areas. An additional survey was specifically designed for local youth/students. Respondents were allowed to fill out the survey for more than one planning area, but most filled out the survey corresponding to where they lived. A total of 630 responses were received across the six planning areas.

Results

Several themes emerged across each of the six planning areas: Gainesville, South Hall, Chestnut/ Candler, North Hall, East Hall, and Murrayville/ Sardis. The greatest overall concern residents expressed was about the rate and type of development being approved and built, and whether it aligned with the existing infrastructure capabilities, particularly roadways. There was a shared sentiment that the county's infrastructure was not actively being updated to match the new, increased demand brought about by rapid growth trends. Furthermore, respondents were concerned about the impacts of current development patterns on the environment and the county's character.

Regarding development types, the main development type respondents felt had too much growth was industrial, followed by multifamily housing. They indicated a preference to see more greenspace preservation and businesses, like restaurants, brought in throughout the county.

Specifically related to transportation, participants responded neutrally on the existing network but identified reducing traffic congestion at intersections and along key corridors, and overall improvements to enhance traffic flow as top priorities for transportation-specific planning in the future.



60 responses



81 responses



115 responses



64 responses



105 responses



198 responses



7 responses

630 total responses

Many of the respondents indicated their favorite aspect about where they live is its general level of safety but were concerned that new development would potentially lead to an increase in crime. Finally, residents across planning areas shared concerns over rezoning applications being approved without public understanding behind the rationale. Respondents consistently indicated they were wary of the planning and zoning process as they felt that the BOC were not executing the residents' previously expressed vision.

NORTH HALL

The North Hall survey received 105 responses. Most respondents lived in North Hall, and they identified the area's character as being rural but changing. The residents expressed a desire for the future character of North Hall to remain rural with little change. Overwhelmingly, resident's favorite aspects about North Hall were its overall character and its general level of safety, which they prefer to be preserved.

There was not an overwhelming majority of what residents liked least, but the top responses were difficulty walking/biking to places (36%) and lack of housing affordability (31%). Comments suggested that rapid growth was also concerning.

Similar to other areas, survey respondents felt that not enough restaurants were being developed. However, they went father to extend this concern to retail as well. The lack of preservation for farms and woodland areas was a close third.

About half of the respondents thought there was too much "residential hybrid" development and multifamily apartments. This question in particular raised comments centered on preserving the rural character. 71% of North Hall residents signaled that the County should prioritize maintaining the quality of county services over the next 10-20 years.

In the transportation section of the survey, specific points of conflict identified were US 129/Cleveland Highway and SR 60/Thompson Bridge Road. There was a general concern about the overall quality of the road network and lack of sidewalks.

Respondents thought a lot of improvements to enhance mobility were important, but reducing traffic congestion at intersections and along key corridors, and improvements to enhance traffic flow, were the main two priorities for improvement to this area (84% and 80%, respectively). The comments did pick up on the lack of public transit service in North Hall and requested some increase in service.

The housing questions indicated that North Hall residents believe that the most important housing type was neighborhoods with open space (76%). They indicated the least important was multifamily apartments, townhouses, and accessory dwelling units (ADU)s. 77% of respondents did not want to prioritize multifamily housing.

The final comments also highlighted broadband and cellular connectivity issues in North Hall as well as hyper-specific issues with the local Dari Spot restaurant and its surrounding neighborhoods.



87% OF NORTH HALL RESIDENTS WANT TO PRESERVE ITS RURAL CHARACTER

MURRAYVILLE/SARDIS

The Murrayville/Sardis survey received 64 responses, almost entirely from those who lived in the area. 61% of residents felt the area's character was rural but changing. About 38% of respondents thought this area had gotten worse while 34% felt it had stayed the same. Residents' favorite things about the area were its level of safety, proximity to basic services (schools, groceries, medical, etc.), and its overall rural character.

Qualities identified for improvement in the area were difficulty walking and biking to places (41%) and overall cleanliness and maintenance (33%).

Residents indicated there have been too many residential hybrid neighborhoods. The comments expanded on this selection by citing the lack of infrastructure (water and road) and current traffic problems. Notably, 60% think there has been just the right level of single-family residential development. Murrayville/Sardis residents also indicated the top priority for the County over the next 10-20 years should be maintaining the quality of County services.

Turning to transportation, over 80% of respondents thought reducing traffic congestion at intersections and along key corridors and improvements to enhance traffic flow were the main two priorities for improvement to this area.

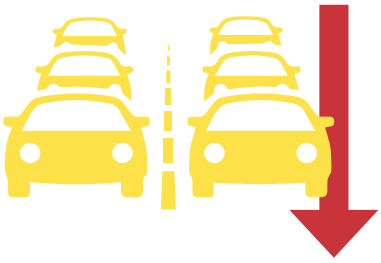
In terms of housing, the residents felt the only important housing type was neighborhoods with open space (78%) while the same number of respondents did not believe it was important to offer townhouses or multifamily housing.

Further housing comments raised concerns about abandoned mobile homes in the area and general code enforcement. Concluding comments were concerned about road and property maintenance by the County and fears of losing the area's rural character.

RESIDENTS SAID THE MOST IMPORTANT HOUSING TYPE FOR MURRAYVILLE/SARDIS IS NEIGHBORHOODS WITH OPEN SPACE



80% WANT TO SEE TRAFFIC CONGESTION REDUCED AT KEY INTERSECTIONS



GAINESVILLE AREA

Similar to the other surveys, most of the 116 respondents lived in the area, but a notable number also worked or owned property in the area, making this survey's respondents more unique.

The majority of respondents described the area as suburban, with an emphasis on businesses. However, the majority preferred it to be suburban with an emphasis on residential in the future.

The majority of survey responses indicated the area had improved in the last 5-10 years, with some of its best features being its access to parks, recreation, and trails (67%), and proximity to basic services (schools, groceries, medical, etc.) (78%).

The majority had the most issues with the challenge of driving to places and wanted that to be prioritized as an issue to be resolved. When exploring what types of development there had been too much or too little of, comments showed a desire to redevelop around this area rather than build new developments. Respondents desire what is already in the area to be well maintained.

The top three priorities for the future for those living and working in the Gainesville Area were increasing safety and security, maintaining parks, recreation, and open space, and maintaining the quality of County services.

For transportation in the Gainesville Area, most felt the number one issue was traffic, followed by a lack of alternative mobility options (bike lanes, walking, transit). Jesse Jewell Parkway was an area-specific hotspot identified as needing close planning attention.

Similar to all other areas in the county, top priorities for transportation planning in the next 10-20 years were improvements to enhance traffic flow and reducing traffic congestion at intersections along key corridors (93% and 96%, respectively).

Also similar to the rest of the county, the most important types of housing identified by respondents were neighborhoods with open space (77%). However, housing geared toward first time homebuyers was also considered to be important here. Gainesville area residents shared similar concerns with their neighbors in regard to crime as a possible negative side effect to the rapid development in the county.

TOP PRIORITIES FOR THE GAINESVILLE AREA:

1. INCREASE SAFETY
2. MAINTAIN PARKS
3. QUALITY COUNTY SERVICES



EAST HALL

This survey received 81 responses, the majority of which were by residents who lived in East Hall. About three-quarters of the residents indicated that East Hall's character was rural but changing. Even more of the respondents preferred its character to remain rural with little to no changes into the far future.

About half the residents think the area has gotten worse while the remaining respondents were split between East Hall improving or staying the same.

Respondents' favorite things about East Hall were its overall character and affordability. There were concerns over safety and overall cleanliness and maintenance that those in East Hall indicated wanting improvement. Many of the open-ended survey questions received comments that expanded on these issues of maintenance and cleanliness in greater detail.

East Hall residents were aligned with their counterparts in other areas of the county with regards to concerns about warehousing and industrial development in their area and a lack of environmental preservation or new business, particularly restaurants.

The majority of East Halls residents wanted maintaining the quality of County services and increasing safety and security as the top priorities for the County over the next 10-20 years.

Regarding transportation, East Hall residents shared some specific concerns around the traffic and maintenance on SR 365/Cornelia Highway, especially with regards to the incoming Inland Port. Similar to the rest of the county, they also want to prioritize reducing traffic congestion at intersections and along key corridors and improvements for enhancing traffic flow.

Lastly, East Hall would prefer to see more senior housing (53%) and houses on large estate lots (51%) in their area.

Some additional comments felt that East Hall hadn't received the same intentional maintenance and planning priority as other areas in the county and would like further investment by the County's government in terms of maintaining and improving the area, less so in developing it.

50% + OF EAST HALL RESIDENTS WANT TO SEE MORE SENIOR HOUSING



EAST HALL ALSO WANTS MORE INTENTIONAL PLANNING



CHESTNUT MOUNTAIN/CANDLER

Sixty-eight percent of the 60 respondents to the Chestnut Mountain/Candler survey were residents of the area. The majority of those who took the survey felt that the area's character was rural but changing, and even more would like it to remain that way with little to moderate change.

There wasn't agreement on whether the County has improved or not: about 60% thought it stayed or improved (split evenly between the two options), but 40% thought the area had gotten worse.

Residents and those who work in the Chestnut Mountain/Candler area identified preserving the overall rural character of the area and its proximity to basic services such as schools, groceries or medical access, as two qualities they liked about it, and that they would want to see prioritized in the future.

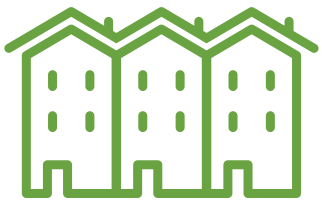
There was not one item that singularly stood out as being the least liked aspect of the area, or the highest priority for improvement. However, there were some general comments about the lack of connectivity driving from the area to other parts of the county and the lack of multi-modal transportation options, such as access to trails, bike lanes, walking, etc. Other prominent themes in the comments were that the area was becoming overly developed, yet not affordable to the residents.

Specific to the issue of over-development, residents shared there has been too much multifamily housing developed, as well as too much warehousing and manufacturing developed in the last 5-10 years. Similar to the rest of the county, they supported more preservation of farms and woodlands and additional community-serving businesses, including restaurants.

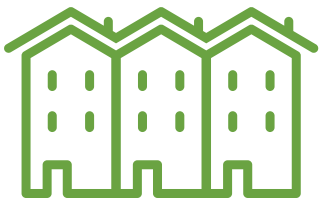
Chestnut Mountain/Candler area residents identified the following priorities for County-wide governance: maintaining the quality of County services, land use and zoning, and maintaining parks and open space.

Residents felt neutral towards the transportation network as a whole in the area, but they would like better road maintenance. They wanted to reduce traffic congestion at intersections and along key corridors, in line with their neighbors in other areas of the county.

Respondents indicated housing preferences in line with their desire to maintain the rural character of Chestnut Mountain/Candler. The primary house type desired was neighborhoods with open space (75%) followed by houses on large estate lots (62%). Comments also brought up the issue of accessibility to greenspace in this area, and desire for more intention around not just preserving it, but accessing it as well.



RESIDENTS FELT TOO MUCH MULTIFAMILY HAD BEEN DEVELOPED HERE, CHANGING ITS RURAL CHARACTER.



SOUTH HALL

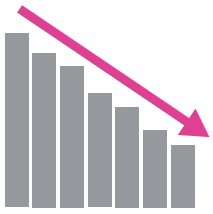
The South Hall area survey had the most responses at 198. Of those who responded, the vast majority lived in South Hall (93%), while almost one-third owned property in the area, and one-fifth also worked there.

There wasn't a decisive character selection from the survey, but just under half of respondents said South Hall was suburban with an emphasis on residential. However, suburban with an emphasis on business, and rural but changing where a close second and third (36% and 31%, respectively).

Most would like South Hall to be suburban with an emphasis on residential (48%), but a notable number would like it to be rural with little change (33%). Unique to South Hall, the majority think the area has gotten worse in the last 5-10 years (70%).

Residents' favorite characteristics about South Hall were the general level of safety and overall character of the area. South Hall residents indicated they'd like to see the difficulty of driving to places improved. These comments were aligned with concerns across the county about industrial and warehouse growth, multifamily development growth, and consequent impacts on the road infrastructure.

70% OF RESPONDENTS FELT THAT CONDITIONS IN SOUTH HALL HAVE GOTTEN WORSE IN THE LAST 5-10 YEARS



The following question confirmed those comments: the majority thought there was too much residential hybrid development (70%), too much multifamily development (80%), and too much warehousing development (82%) in their area of the county.

From the open-ended responses provided, South Hall residents were particularly concerned about the decisions made by the BOC and planning staff in regard to development in the area not in line with previous comprehensive plans. They cited not only Hall County leadership, but also that of neighboring counties like Gwinnett and Barrow, and municipal leadership in the Cities of Oakwood and Flowery Branch. This manifested in South Hall residents identifying zoning and land use, maintenance of parks and recreation spaces, and quality of County services being the top items for the County to prioritize in the next five to ten years.

Regarding transportation, most people were neutral about the transportation network. Specific comments highlighted the lack of public transit or multi-modal options, roads accommodating growth, and traffic. They also identified specific hot spots for transportation issues at McEver Road, Mundy Mill Road, SR 347/Friendship Road, Spout Springs Road, Hog Mountain Road, and SR 13/Atlanta Highway. South Hall residents were keen for all areas of transportation planning to be employed, but, in line with the rest of the county, the number one priority was improving key corridors and enhancing traffic flow.

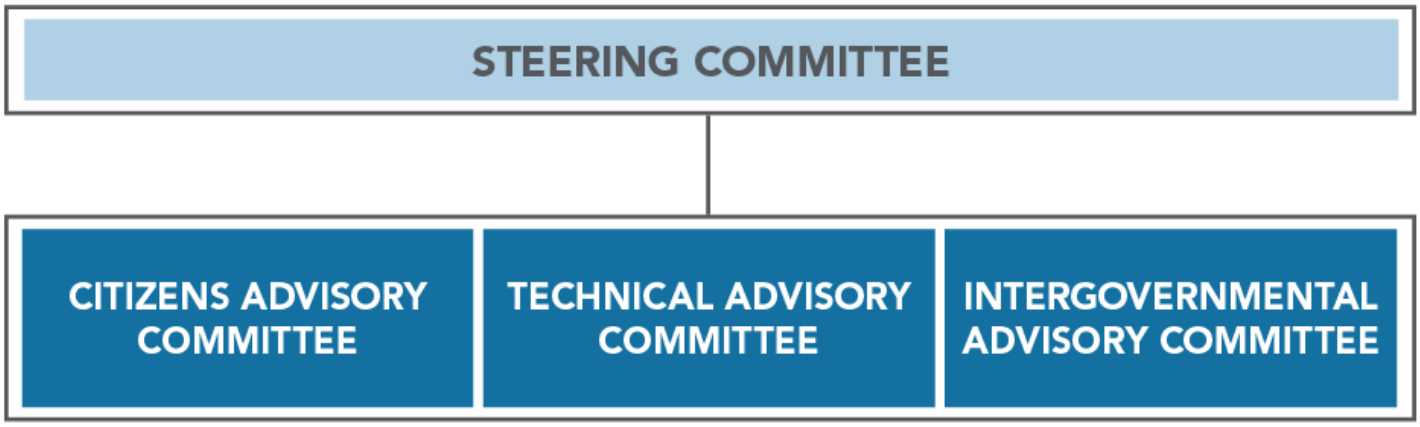
Regarding housing, South Hall residents supported more neighborhoods with open space most, and houses on large estates was a distant second. They least wanted to see multifamily houses, townhouses or houses geared toward renters. Many additional comments brought up golf cart trails as a future area for planning to consider.

Steering Committee Meetings

Overview

The County chose over 40 people, including residents, representatives of local interest groups, representatives of County departments, business leaders, and leadership from the municipalities within Hall County to serve on the Steering Committee. This committee consisted of three Advisory Committees: The Citizens Advisory Committee, the Intergovernmental Advisory Committee, and the Technical Advisory Committee. The responsibilities of the Steering Committee at large were to:

- Represent their group or agency's interests.
- Contribute to the development of plan recommendations.
- Provide feedback on the plan recommendations.
- Assist with community outreach.

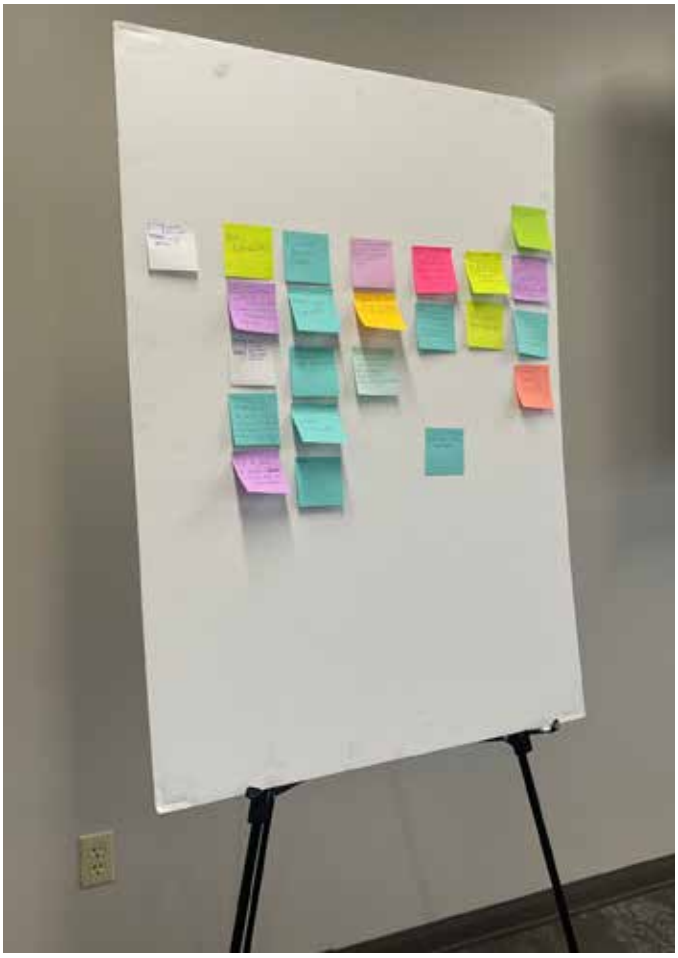


Each advisory committee had further responsibilities specific to their role within the comprehensive plan context. The entire Steering Committee met four times throughout the process. At the meetings, the Steering Committee reviewed and gave input on ideas before they were presented to the public, and they were given opportunities to speak about new information as it arose. The following pages summarize each meeting.

Steering Committee Meeting #1

The first Steering Committee meeting took place on November 14, 2022, before the Kick-Off Meeting later that evening. The objective of the meeting was to introduce the committee members to the comprehensive plan process, their role, the schedule of the planning process, and the public participation plan. The planning team also presented the existing conditions analysis and answered questions. The meeting ended with two activities formed to collect input from the Steering Committee on what they want to prioritize or leave out in the plan.

A key takeaway from the meeting was that the plan should reflect the unique contexts of communities within Hall County, and the committee particularly highlighted that economic drivers, local municipalities' plans, and existing infrastructure conditions as top contexts to consider. Another key takeaway from the first Steering Committee meeting was the identification of seven priorities: attainable housing, multi-modal transportation options, infrastructure expansion, maximizing the land use/transportation connection, flexibility in new growth and density, greenspace, and economic development.





Steering Committee Meeting #2

The second Steering Committee meeting took place on February 21, 2023, via Zoom. The objective of the meeting was to update the committee on the process to-date, introduce new engagement opportunities for them to promote such as the Meeting-in-a-Box toolkit, follow up on existing conditions, and share preliminary survey results. The planning team conducted additional input activities that aligned steering committee priorities with those of the community and then facilitated a strategy discussion on how to accomplish the identified priorities. The input gathered assisted the planning team in fine-tuning the plan's goals and creating preliminary recommendations.

Citizens Advisory Committee Meeting

The Citizens Advisory Committee (CAC) within the larger Steering Committee met virtually as a group on June 6, 2023. The objective of the meeting was to update the CAC on the comprehensive plan process, re-cap the public input already received, and receive input on the preliminary future land use strategy and goals that make up the plan. Through live polling, the planning team received feedback from the CAC on the draft goals developed for the plan. This input informed the final goals for the plan.

Intergovernmental Advisory Committee Meeting

The Intergovernmental Advisory Committee (IAC) within the larger Steering Committee met virtually as a group on July 28, 2023. Representatives from each municipality in the county were invited to participate. The objective of the meeting was to inform the IAC on the planning team's comprehensive plan process, present what the team had learned from the community thus far and receive the advisory committee's thoughts and input regarding the plan. After achieving those objectives, the IAC meeting served as a great opportunity for the City of Gainesville, the City of Oakwood, and Hall County to coordinate issues related to land use and housing affordability. Current challenges, such as public perceptions around multifamily housing, were explored in depth, and the City of Gainesville welcomed Hall County as future collaborators on their upcoming affordability and homelessness projects.

The conversation also explored the issue of annexation, which both the Cities of Oakwood and Gainesville indicated that they are shifting from a less aggressive strategy to a more strategic one. There were several opportunities identified for the group to follow up on in the future.

Steering Committee Meeting #3

The third Steering Committee meeting took place virtually on August 11, 2023. The objective of the meeting was twofold: to gain detailed feedback on revised goals and implementation strategies and to get initial feedback on the first round of proposed land use maps. The feedback was collected through two activities. The first was a live polling activity to gauge approval of the revised goals and implementation strategies, which was very positive but led the team to add further specificity to some of the strategies. The second was an online mapping survey to be completed after the meeting to collect feedback on the appropriateness of the proposed character areas and future land use designations. This feedback led the team to re-define housing densities in the more rural residential character areas and add specificity to certain commercial land uses.

Technical Advisory Committee Meeting

The Technical Advisory Committee (TAC) met virtually on September 15, 2023. The objectives of the meeting were understanding ongoing projects in the county that should be incorporated into the comprehensive plan and brainstorming future action items in line with the goals and implementation strategies. This was conducted through virtual break-out rooms. One conversation was focused on the growth management, housing attainability, safety and security, and economic development goals, and the other group was focused on the parks and recreation, conservation, infrastructure, and multi-modal transportation goals. The feedback collected identified several future studies for specific areas in the county related to transportation and infrastructure issues as well as identified areas for Hall County to partner with other entities to accomplish its goals.

Steering Committee Meeting #4

The fourth and final Steering Committee meeting took place virtually on November 7, 2023. The objectives of the meeting were to provide the committee with an update on the comprehensive plan process, outreach, and analysis, as well as walk the committee through the draft plan, discuss the plan's action items, and get the committee's feedback. Most of the action items for each goal were well received, with the Resource & Greenspace Conservation Action Items the focus of conversations around possible edits. The committee also provided written feedback to Chapters 4 and 5 of the plan, which were incorporated where possible.

Public Meetings

Hosting public meetings is essential to gathering feedback in real time to influence plan recommendations appropriately. They also can help make the planning process more accessible to both residents and stakeholders. The planning outreach process had multiple public input meetings, summarized below.

Virtual Kick-Off Meeting | Public Hearing #1

The plan's Kick-Off Meeting and first Public Hearing took place virtually on November 14, 2022. Over 35 people participated in the Kick-Off Meeting. The purpose of was to introduce the public to the comprehensive plan process, discuss the scope and schedule of the plan, present the existing conditions analysis, and encourage public involvement in the process. Several online activities were presented for those present to share their input on the strengths and concerns for Hall County. These activities stayed open over the next couple of months to reach those who were unable to participate live. The meeting was advertised to the public digitally and in local newspapers ahead of November 14.

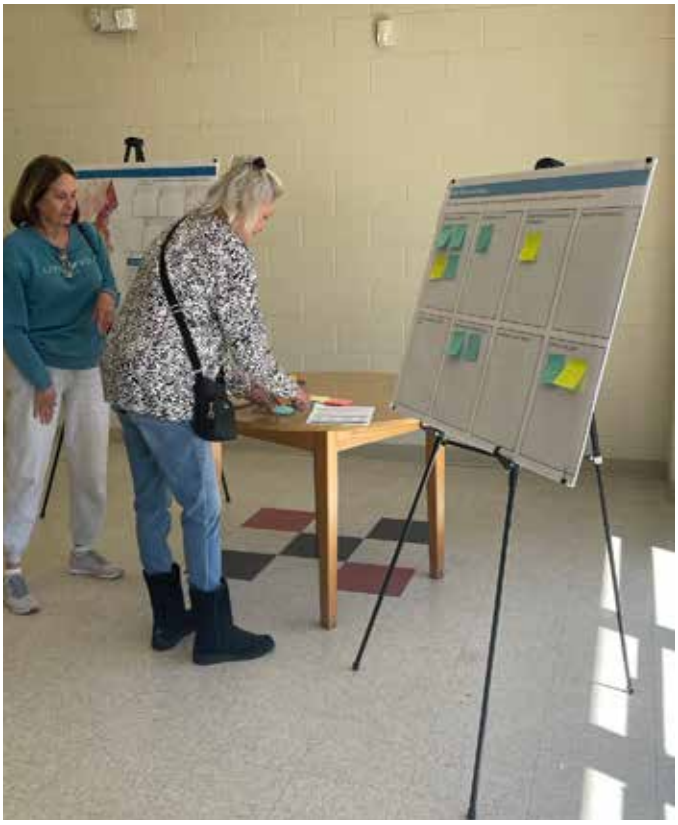
What Did We Learn at the Kick-Off Meeting?

- The County should learn from neighboring counties' mistakes in handling growth to protect Hall County's rural character.
- The comprehensive plan needs to balance growth with infrastructure, as well as nature. It was suggested that the plan promote slower growth that can catch up with the infrastructure being built and encourage more responsible rezonings.
- Hall County urgently requires workforce housing for individuals earning $20/hour or less.
- There are concerns that new housing targeted to low- and middle-income earners won't truly be affordable.
- SR 211/Winder Highway and SR 13/Atlanta Highway were identified as roadways that need the most improvement.
- The community cites the county's beautiful landscapes, including Lake Lanier, the trees, and wildlife, as their favorite thing about the county.
- Residents enjoy easy access to shopping, hospitals, and roads. They also appreciate the proximity to both the North Georgia mountains and Atlanta.
- There are concerns about a rise in crime in some areas of the county.
- Residents don't like how poorly development has been planned along I-985.
- The community identified the challenge in connecting places to each other and a lack of multi-modal transportation modes.
- There were suggestions to extend WeGo transit hours and tailor transportation schedules to shifts of nearby employers.
- The community would support more multi-use trails for recreational purposes.
- There were suggestions to improve walkability by providing more sidewalks and protected bike lanes in areas that already see a lot of pedestrians or may in the future.
- Residents prefer that industrial areas be kept separate from their neighborhoods.
- Greenspace and agricultural preservation are a major concern.

Forward Thinking Workshops

These two public workshops took place on March 14, 2023: one in the morning at 11:30am at Mulberry Creek Community Center, and the other at 5:30pm at North Hall Community Center. These workshops included updates on both the comprehensive plan process and Unified Development Code processes, as well as an overview of the survey results and existing conditions analysis. The rest of the workshop focused on a question-and-answer period and time for input activities.

During the question-and-answer period, some key topics that came up were warehouses, developments, population growth, city annexations, Lake Lanier, and buffers. The first input activity involved placing sticky notes describing the key priority topic areas. The second activity had a designated board for each of the six areas of the county that shows the results of a susceptibility to change analysis and key responses from the community input survey. Participants had an opportunity to answer two questions on the boards: how much growth and new development should the county pursue for that area, and what should the top three considerations for new development be in the area? Most felt the county should pursue very little growth, especially in South Hall, North Hall, Murrayville/Sardis and Chestnut Mountain/ Candler areas. In the Gainesville Area and East Hall, participants indicated they felt Hall County should pursue growth with a "business as usual" approach. The top three considerations for new development in the county were pursuing higher quality development, greenspace protection, and curbing sprawl or pursuing "smart growth" principles. These activities were later put online on the comprehensive plan website to provide an opportunity for those who were unable to attend the meetings to give their input. The information collected from the 30 participants was used to inform the goals for the key priority topics, as well as how the plan should approach growth and development in each of the six areas of the county.





Forward Action Workshops

The Forward Action Workshop served as the second series of public meetings. The in-person workshops were held on May 9, 2023: the first at the River Forks Park at 11:30am, and the second at the Hall County Government Center at 5:30pm. The workshop presented updates on the comprehensive plan process, and overview of the priorities driving the plan, a discussion on trade-offs for each of the main topic areas, and activities to help participants consider where different types of developments can happen throughout the county. The activities included polling questions on priorities and an activity focused on understanding what areas in the county should be prioritized for what kinds of growth. After the in-person meetings, the activities were uploaded to the comprehensive plan website to expand accessibility and increase public participation. The activities were live on the public website until August 4, 2023. Both in-person and online participation combined gathered over 250 participants. There are several key findings from this engagement, summarized below and on pages 121 and 122. These findings helped inform the plan recommendations and, later, the future land use strategy and UDC recommendations.

What Did We Learn at the Forward Action Workshops?

- Most of the county favors large-lot, rural houses (defined as greater than one acre). This was not only true for the aggregated results across all the planning areas, but for all the individual planning areas as well, except for the Gainesville Area, which favored more residential over commercial developments.
- There was more diversity among the planning areas in terms of preferred commercial developments.
- More rural planning areas, such as North and East Hall, and Murrayville/Sardis area preferred rural highway retail and services.
- More suburban areas such as South Hall and the greater Gainesville area preferred walkable, mixed-use retail centers.
- The Chestnut Mountain/Candler area was the only one to prefer low-density offices.
- Hall County residents are passionate about greenspace, and again, there was variation in preferences across the planning areas, following similar breakdowns between rural and suburban areas that the commercial developments saw.
- Protected, undeveloped land was very popular in rural areas, and trails—both paved and unpaved—were popular throughout all areas of the county.
- North Hall had a slight preference for agricultural and farmland over other areas in terms of greenspace.
- East Hall, Chestnut Mountain/Candler, and Murrayville/Sardis selected protected, undeveloped land as their ideal greenspace type.
- In keeping with its level of development, the Gainesville Area preferred plazas and squares the most.
- South Hall residents were interested in trails, both paved and non-paved.
- Hall County residents across all areas agreed that Consumer-Facing was the most acceptable type of industrial development. The only outlier was once again the Gainesville Area, which was more interested in flex space, or developments that feature a hybrid of industrial and office spaces.

The tables below and on the next page graphically show the results of the Forward Action Workshop activities as they pertained to preferred future development types. The darker the blue, the more positive responses that development type received for that specific area of Hall County.

Residential Development Types	South Hall	North Hall	East Hall	CM/C	Gainesville	M/S
Large-Lot, Rural Homes (over 1 acre)						
Lakeside Home						
Medium/Large-Lot Suburban-Style Home (under 0.5 acres)						
Smaller Homes on Smaller Lots (under 0.25 acres)						
Conservation Subdivision						
Attached Homes (Townhouses)						
Smaller Apartment Complexes (4-8 units)						
Larger Apartment Complexes (9+ units)						
Residential Over Retail						

Commercial Development Types	South Hall	North Hall	East Hall	CM/C	Gainesville	M/S
Rural Highway Retail & Services						
Low Density Office						
Medium to High Density Office						
Sidewalk-Oriented Retail						
Two-Story Retail Centers						
Car & Automobile Sales						
Big Box Retail						
Retail Center Anchored by Grocery						
Walkable, Mixed-Use Retail Center						

Industrial Development Types	South Hall	North Hall	East Hall	CM/C	Gainesville	M/S
Consumer-Facing						
Warehouse/Distribution Centers						
Heavy Manufacturing/Processing Plants						
Flex Space (Industrial/Office Hybrid)						
Data Center						
Light Manufacturing						
Freight & Container Storage						
Self-Storage						
Boat & RV Storage						

Greenspace Types	South Hall	North Hall	East Hall	CM/C	Gainesville	M/S
Agriculture/Farms						
Protected, Undeveloped Land						
Neighborhood Parks						
Community Parks						
Sports Facilities						
Neighborhood Open Space Amenities						
Plazas/Squares						
Green Infrastructure						
Trails (Paved and Non-Paved)						

Draft Plan Open House

The Draft Plan Open House took place on October 21, 2023, at Lake Lanier Olympic Park in Gainesville in conjunction with the annual Chicken Festival. The purpose of the Open House was to get public input on the draft plan and its recommendations. The Open House was located at the entrance to the festival to maximize engagement and ensure that everyone interested could participate without having to purchase admission to the festival. In addition to providing information on-site, an online version was made available for those who were unable to participate at the moment could participate online when they had the time. While there was overarching support for the plan's proposals, comments left by participants highlighted specific needs not yet addressed or suggested more detailed solutions of where recommendations should go. Where possible, these recommendations were incorporated into the future land use strategy or in the Community Work Program. Two boards for the draft UDC were also at the event, and feedback related to the UDC was incorporated as well. Total, around 60 members of the community were reached, both at the festival and online.







"Meeting-in-a-Box" Meeting Results

The "Meeting-in-a-Box" toolkit was used five times across large groups, including Church Groups, a Garden Club, and United Way of Hall County, to gather feedback throughout the planning process. Key findings indicate that Hall County residents want the comprehensive plan to use infrastructure to manage growth and minimize negative impacts, promoting balance.

Participants expressed concerns about balancing increased freight and personal vehicle traffic, suggesting improvements to the multimodal transportation network, better traffic light timings, and reduced speeds on certain roads. They hoped for additional connectivity within Hall County and to Atlanta, especially Hartsfield-Jackson International Airport.

Land use discussions highlighted the need for conservation measures and strategic placement of warehouses to minimize freight impact on residential areas. Residents also stressed the importance of improving sewer and water infrastructure to accommodate growth, particularly in South Hall and Murrayville/Sardis areas.

Participants called for diverse housing options to ensure safe, secure housing for all residents. Additionally, participants urged better coordination between Hall County government, its municipalities, and neighboring counties on comprehensive planning, zoning updates, economic development, and joint community meetings near jurisdictional borders.

Focus Groups

At the end of the community input process, county leadership convened two focus groups to address specific issues that arose during the future land use visioning process. Both groups were comprised of their respective County Commissioners, County Staff and Administrators, local developers, engineers, and community representatives.

South Hall Focus Group

District 1 Commissioner Kathy Cooper convened the South Hall focus group on April 19, 2024. Key points of discussion included:

- **Athens Highway to Jackson County.** Plan for future industrial corridors along sewer infrastructure and near existing industrial areas
- **Chestnut Mountain/Candler Area.** Increase residential density near sewer infrastructure while balancing the public's desire to maintain rural and suburban character
- **Four-lane roads.** Use these areas as revitalization opportunities to introduce a wider mix of uses.
- **Quality development incentives.** Offer higher density for higher quality developments.

Sardis Area Focus Group

District 2 Commissioner Billy Powell convened the Sardis Area focus group on July 17, 2024. Key points of discussion included:

- **Density.** There was support of limited higher density residential development and local services along the corridor, with higher intensity development to be focused at the intersections with SR 53/Dawsonville Highway and SR 60/Thompson Bridge Road.
- **Development limitations.** Issues with small parcel sizes, sewer access, and future sewer plans.
- **Parcel assembly.** Some limitations could be overcome through private/public development partnerships in which the County helps assemble land and build out civic uses while private developers focus on housing.
- **Quality development.** Advocated for quality design through overlay districts, building on the work done after the South Hall Focus Group.

The Takeaways

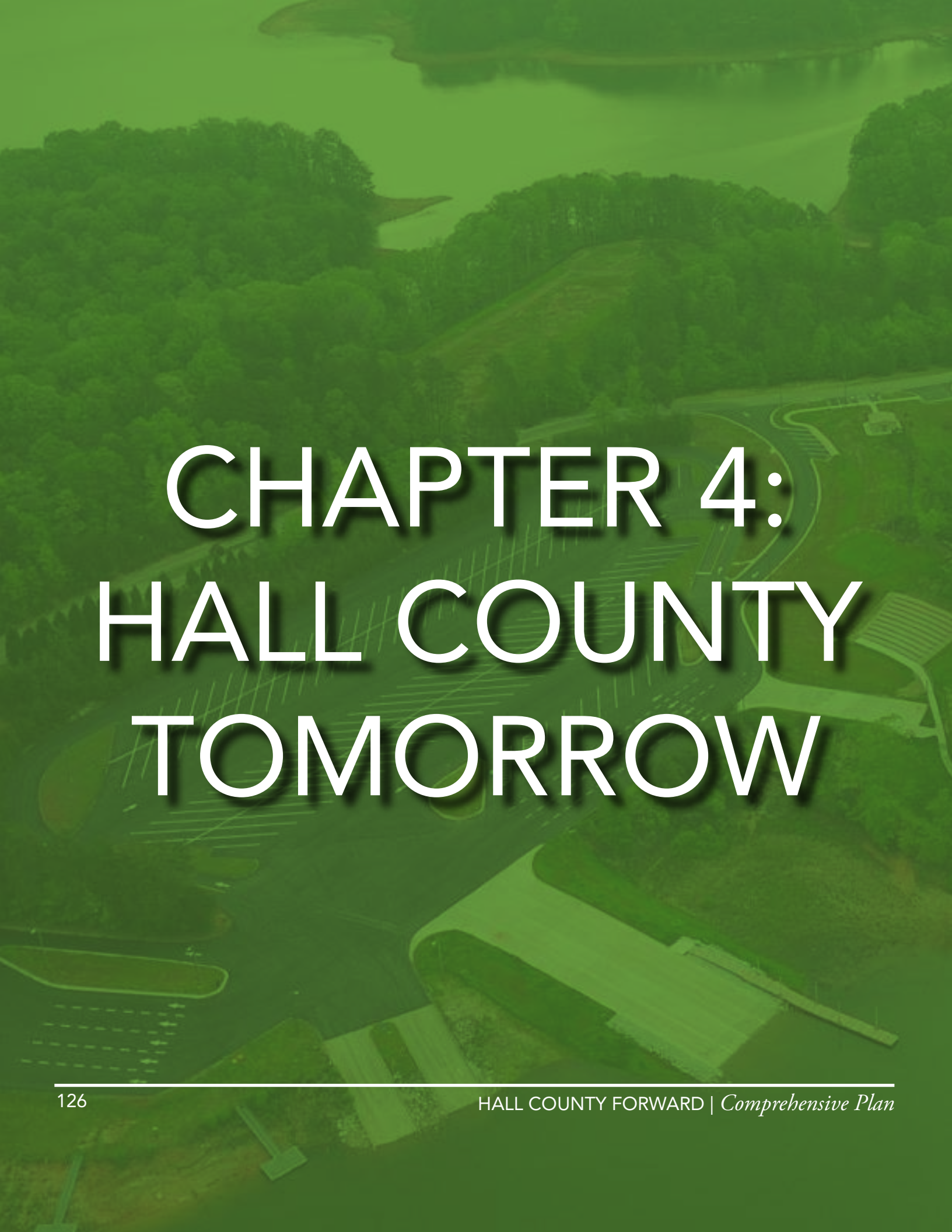
The wide variety of opportunities for the public to share their ideas for *Hall County Forward* lasted for over one year, from November 2022 through December 2023. This period was expanded with the intention of collecting as much public input as possible. Though the methods for collecting input and participation varied throughout the process, several unified themes emerged that influenced the plan's recommendations, goals, strategies, and ultimately the Community Work Program. The key takeaways are as follows:

- Stakeholders are concerned with the rate and quality of growth.
- Stakeholders find current development patterns (specifically industrial development) a threat to the character of where they live.
- Stakeholders don't believe the water, sewer, or transportation infrastructure is able to support the current level of new growth and worry about the future of County services if the growth continues without the necessary infrastructure investments.
- Stakeholders want more environmental protection, particularly for Lake Lanier and Hall County's undeveloped and/or permanently protected greenspaces.
- There is a unique identity to each planning area, but there are similarities between more rural areas, such as Murrayville/Sardis, East Hall, Chestnut Mountain/Candler, and North Hall, and more suburban areas, such as South Hall and the Gainesville Area.
- Several roads were mentioned as needing special attention throughout all public input opportunities: SR 13/Atlanta Highway, Jesse Jewell Parkway, and McEver, Spout Springs, Buford Dam, and Friendship Roads.
- While there was agreement on the items listed above, the County's residents were more divided along issues related to expanding Hall County's multi-modal network to include transit, more walkability, and bike lanes, yet there was agreement on multi-use trails.
- Finally, outside of Gainesville, there was a disinterest in denser housing types. When analyzing the housing-specific results of the public input process in the light of the existing conditions analysis, a unique challenge arises for Hall County: accommodating growth will require housing types that some residents are less comfortable with. Though it was successfully stated through the public input process, Hall County will need to continue the conversation around the trade-offs between what is needed in the county and what is desired by its residents. Better government coordination and stringent adherence to plans will help achieve this and strengthen the public's perception of Hall County.

Chapters 4 and 5 provide guidance to meet the challenges of Hall County's existing conditions and those further identified through public engagement. By creating a comprehensive plan that is honest about the challenges and poses contextualized solutions, Hall County residents can be confident moving forward into the future.

Minor Update - Community Engagement:

The County conducted a separate minor update to the Hall County Comprehensive Plan that kicked off in May of 2026 and finished in June 2026. This was conducted in combination with edits to the Unified Development Code (UDC). Three community engagement events were held from 6:00 PM to 8:00 PM and online comment was available from May 15, 2026, to June 15, 2026. More detail can be found on page 23 of this document.



CHAPTER 4: HALL COUNTY TOMORROW

Challenges & Opportunities 128
The Trade-Offs 130
Quality Development Strategies 138
Vision Development 141
Growth Management 143
Housing 144
Infrastructure Maintenance & Expansion 145
Parks & Recreation 146
Greenspace 148
Natural Resource Conservation 150
Multi-Modal Transportation 151
Safety & Security 152
Economic Development 153

HALL COUNTY TOMORROW

Challenges & Opportunities

The following section summarizes high-priority challenges and opportunities in Hall County identified in previous plans, analysis of existing conditions, and the public input process.

Challenges

Hall County faces several challenges, including:

- Some aspects of the County's existing future land use strategy lack specificity and detail, which limits their effectiveness at guiding development. This is especially true with regard to determining if proposed zoning changes are consistent with the plan.
- The existing zoning ordinance and subdivision regulations do not fully support the comprehensive plan. Both contain outdated text and have inconsistencies and standards that conflict with County policies.
- New development does not always align with programmed infrastructure improvements, especially roadway capacity and sewer expansions.
- Development in North and East Hall threatens the rural character, including its farms and greenspace.
- The county's housing supply is not attainable to all residents due to its climbing prices and/or lack of variation of types and sizes.
- Large-lot single-family houses preferred by many stakeholders can conflict with other key priorities, like open space preservation and attainable housing preferences.
- Growth can threaten water quality in Lake Lanier. Despite County and State water quality protection standards, growth could require additional coordinated efforts to prevent pollutants from entering the lake and its tributaries.
- Many existing open spaces lack permanent protection. This is a key concern of many stakeholders, along with a desire to expand inventory and amenities.
- Developments in some parts of the county, especially around Gainesville, are reaching the end of their useful lives and will require redevelopment. However, redevelopment is always more challenging than building previously undeveloped sites.
- Achieving conflicting community preferences will require careful consideration of trade-offs.

Opportunities

Hall County has a number of opportunities available, including:

- The comprehensive plan process traditionally presents an opportunity for local governments to overhaul their future land use strategy. By analyzing and recognizing the weaknesses in how Hall County's previous plans have guided future development, a stronger, more informative future land use strategy can be developed.
- The County's concurrent efforts to create a Unified Development Code (UDC) is an opportunity to create a more user-friendly set of regulations that supports the recommendations of this comprehensive plan.
- Hall County is at the center of the Georgia Mountain region and is expected to take in much of the region's growth over the next couple of decades. However, to ensure growth happens in a positive way, the County and its neighbors should participate in regional efforts to manage and coordinate growth.
- The new Inland Port, located along SR 365/Cornelia Highway, will boost Hall County's employment and economy. The County has an opportunity to ensure that the coming development "boom" is managed in such a way to prevent future issues related to growth.
- Future development along the new Sardis Connector could absorb growth in areas with existing infrastructure near Gainesville and protect the rural character of the Murrayville/Sardis area.
- There are opportunities to integrate the ideas and ongoing efforts of the Greater Hall Chamber of Commerce's Vision 2030 Greenspace Committee along with those from the 2019 *Parks & Facilities Master Plan* to advance greenspace and natural resource protection.
- Two of the county's fastest growing areas, East Hall and Chestnut Mountain/Candler, are under-served by parks, greenspace, trails, and other community resources that contribute to quality of life. This is an opportunity to build more of these community resources to boost quality of life in these areas.
- Hall County could work with the Gainesville-Hall Metropolitan Planning Area (GHMPO) to inform future regional transportation projects as future development continues to put pressure on the county's roadway network.
- Both Hall County and the City of Gainesville have a shared interest in promoting housing attainability and solving other important housing issues. Collaborating with the City on joint housing initiatives and accessing State and federal funding could ensure that both municipalities have the resources to tackle housing issues on a local and more regional level.
- Aging, underutilized properties could accommodate growth in areas with existing infrastructure without losing rural lands.

The Trade-Offs

Sometimes, community preferences can conflict with each other or be difficult to implement due to larger outside forces. Because of this, the Forward Action workshops focused on educating stakeholders on the interrelatedness of different topics as they apply to planning, and demonstrating the trade-offs that would need to be considered as the plan's recommendations were developed.

Real Estate Development

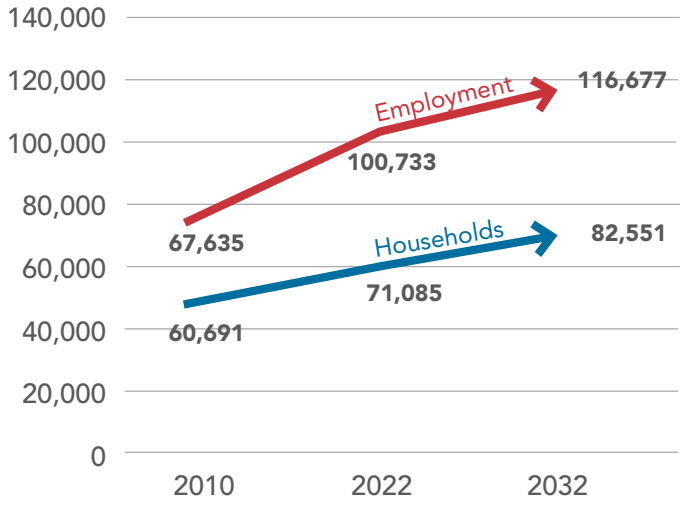
Throughout the planning process, the following was heard from the community as it related to new development:

- Overall, people think there have been too many industrial warehouses and manufacturing centers built in or near their communities.
- There's a perception of too much multifamily being built, as well as too many business parks and employment centers.
- There is a desire for more restaurants and shops and services in several areas.

Employment and population growth trends show that new jobs and households will continue to come to Hall County. More jobs equal more households. Household growth is projected to remain steady through the rest of the 2020s, but job growth won't be as fast as the last decade. This will have an impact on the County's future development.

The fiscal impacts of growth are a big driver of how places can physically grow. An important way that development pays for itself is by the municipality levying property taxes. Those taxes are based on real estate value. Compared to residential and industrial development, **commercial development is the most valuable.** Residential is more valuable than industrial, but not to the same extent as commercial development.

Growth Trends, 2010-2032



Development Value Per Acre

Development Type	Residential	Commercial	Industrial
Square Footage	223,850 SF	220,000 SF	600,000 SF
Acreage	35 ac	55 ac	45 ac
Value	$30,250,000	$51,869,700	$32,467,000
Value per SF	**$135**	**$236**	**$54**
Value per Acre	**$864,286**	**$943,085**	**$721,489**

The Development Value Per Acre examples are real developments pulled from Hall County and are intended for illustrative purposes only.

Another important thing to note is that **the taxes generated by residential development do not fully pay for the services it requires.** For example, for every dollar in taxes a residential property generates, it may require an additional dime from additional revenues to ensure that the property has access to the services it needs. One way to solve this is by raising the millage rate on residential properties, but that isn't always a feasible (or popular) way to accomplish filling that gap. In short, commercial and industrial developments are important because they generate the additional revenues that residential properties can't in the form of retail sales tax, hotel/motel taxes, fuel taxes, impact fees, and business licensing fees collected by the municipality.

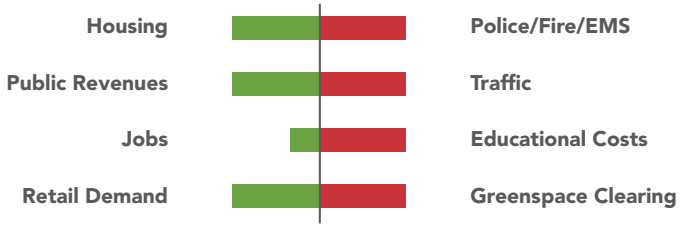
Development Value Per Acre

Development Type	Residential	Commercial	Industrial
Value per Acre	**$864,286**	**$943,085**	**$721,489**
Assessed Value per Acre	$345,714	$377,234	$288,596
Millage Rate	0.26636	0.26636	0.26636
Property Tax Revenue Per Acre	**$9,208**	**$10,048**	**$7,687**

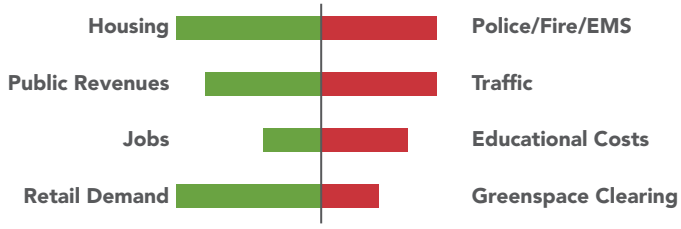
The Development Value Per Acre examples are real developments pulled from Hall County and are intended for illustrative purposes only.

In order to pay for things like new roads, roadway maintenance, new parks, fire and police, and other County services that everyone relies on, the County must have **a balanced tax digest** with all three property types represented. Where the trade-offs come in is that different types of development will bring different amounts of housing, jobs, retail demand, greenspace removal, educational costs, traffic, and County services. The graphic below shows how that breaks down between commercial, industrial, and residential developments.

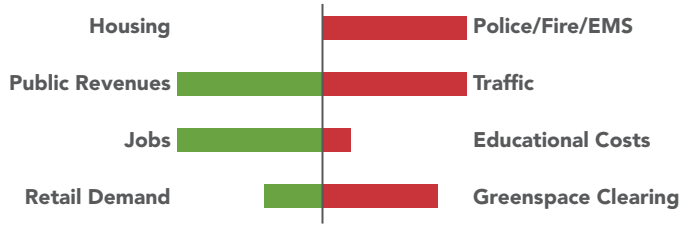
Single-Family Homes



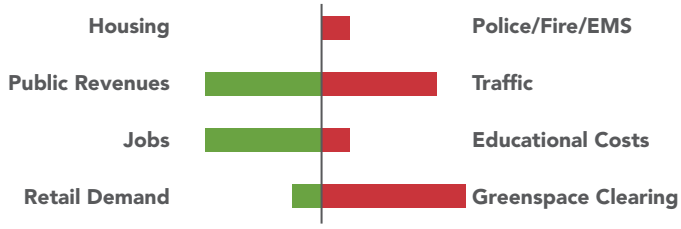
Apartments



Commercial



Industrial



Housing Attainability

The term "attainable housing" refers to the idea that the housing market serves all people: whether they be first-time homebuyers, renters who are looking for a short-term lease, families looking for their forever house, and everyone in between. To accomplish this, the market must provide choices across size, type, tenure, price, location, and other factors.

Throughout the planning process, stakeholders expressed several opinions about housing and housing attainability:

- There should be very little growth.
- There is too much "high-density" housing being built (apartments and attached product).
- Housing attainability is a top priority for many.
- Housing should emphasize large-lot single-family houses and neighborhoods with dedicated open space as opposed to smaller houses on smaller lots and other "dense" housing types.
- There should be more housing for young professionals, seniors/empty-nesters, and first-time homebuyers.

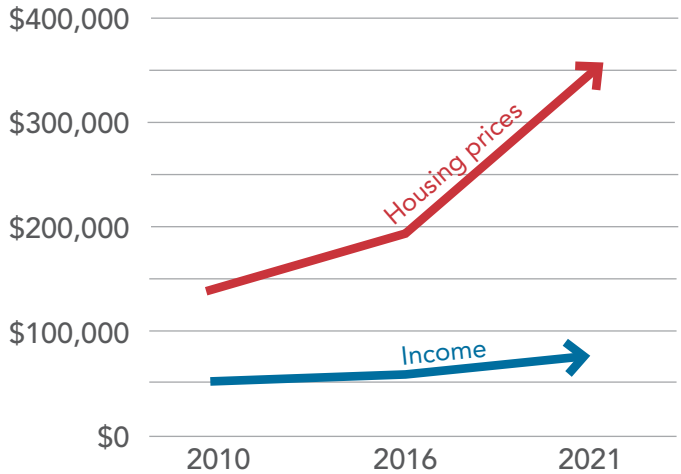
However, these opinions can be in conflict:

- **Large-lot housing (>1 acre) is not usually considered affordable.**
- **Large-lot housing (>1 acre) is not the type of housing that young professionals, seniors and empty-nesters, and first-time homebuyers typically seek out to acquire.**
- The characteristics desired by young professionals, seniors and empty-nesters, and first-time homebuyers, are for smaller houses, attached and semi-attached housing, and smaller lots, which all align with the characteristics of more attainable housing.

The United States Department of Housing & Urban Development (HUD) defines housing affordability as spending less than 30% of pre-tax income on housing - otherwise, that household is considered "cost-burdened." For example, a household that has a pre-tax income of $4,000 per month should spend less than $1,200 per month on its rent or mortgage. According to the United States Census Bureau, **32% of all households in Hall County are considered cost burdened.** Broken out by tenure, 23% of homeowners are considered cost-burdened, compared to 54% of renters. Housing costs are too high for many residents, especially renters, who are more likely to be younger, lower income (likely because they haven't hit their full earning potential), and/or be a one-person household that isn't splitting costs with a roommate or family member.

Housing affordability has been a challenge over the past decade, and is a multi-faceted issue, which makes it challenging to tackle. One driver of the growing affordable housing crisis is a growing gap between wages and cost of living. **In Hall County, housing prices increased by 91% between the years 2016 and 2021, while wages only increased by 21%.**

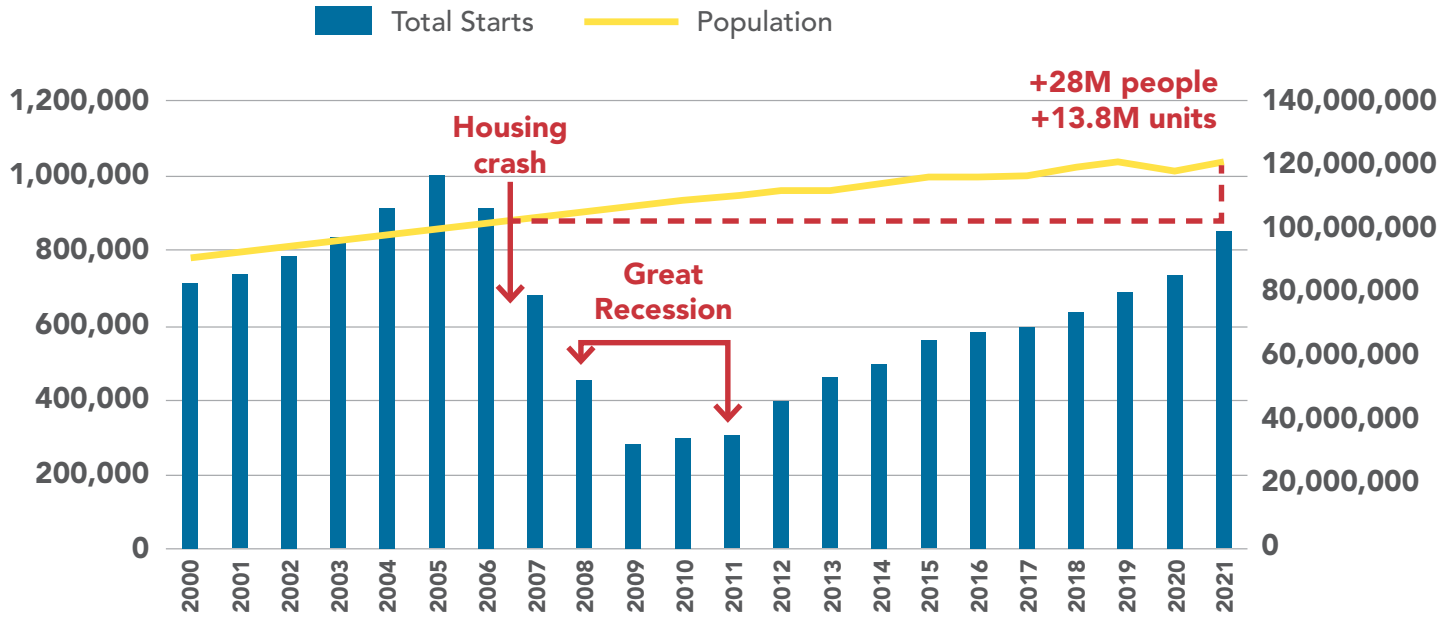
Income & Housing



Sources: US Census (Income); Zillow Home Value Index (Home Prices)

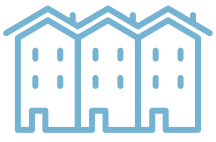
Supply and demand are another reason some communities struggle with housing attainability. A high demand for a commodity that has a limited supply will drive up the price. Until the Great Recession, housing supply was doing a good job keeping up with the growing number of new households. But after the housing market crashed in the mid-2000s, the rate of new houses construction dropped dramatically. Part of this was due to a short-term reduction in demand, but the Recession had a longer term effect on house financing for both would-be homeowners and developers. Although this rate has recently begun to approach pre-Recession levels, the number of households that have been formed between 2007 and today remained steady, leading to the shortage in housing supply. In the southeastern United States, the population has grown by 28 million people between 2000 and 2021, but only 14 million houses have been built. If one assumes that an average household is two people, then it could appear as if there wasn't a shortage. However, this points out another factor affecting housing attainability: emerging household types.

Total Housing Starts & Population in the Southeastern United States



Source: US Census

Today's homebuyers and renters are also looking for different things than they were 20 years ago. The predominant type of housing that was built and is still being built is single-family detached houses on larger lots, known to some as "McMansions." These houses are great for households with two or more people that may have school-age children living with them: the "peak" household. However, there are two major household types that the market has been ignoring: "starters" and "downsizers."



STARTER (1-2 people)

<35 years old

Apartments, townhouses, smaller houses on smaller lots



PEAK (2-3+ people)

35-64 years old

Larger houses (including "McMansions") on larger lots



DOWNSIZER (1-2 people)

>65 years old

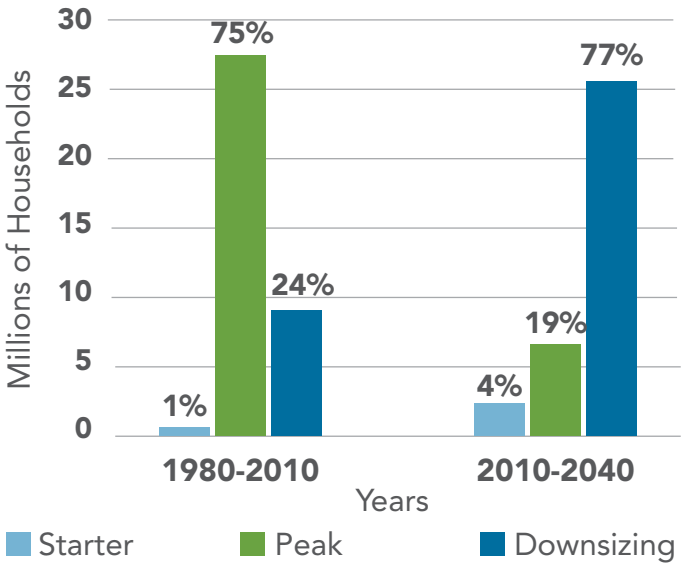
Smaller houses on smaller lots and various types of attached houses

Source: Arthur C. Nelson, The Great Senior Short-Sale of Why Policy Inertia Will Shortchange Millions of America's Seniors

Between 1980 and 2010 (the height of the Great Recession), 75% of the total housing demand was driven by these peak households. Since 2010, these same households have become downsizers, now driving a similar share of the market. As the graphic on page 133 shows, downsizers are typically not buying single-family houses on large lots. Instead, they're looking for smaller houses on smaller lots and a variety of attached housing like townhouses or apartments/condos. Because most cities and counties have a smaller stock of these housing types as compared to the larger single-family houses on a large lot, the growing demand for these other types by downsizers has made them less affordable for starter households, who are often seeking the same types of housing.

Housing attainability has been affected by low supply and high demand, stagnant wages, and a lack of housing diversity. If Hall County wants to prioritize housing attainability, more houses will need to be built, density will need to be added in areas that can support it, and housing choice needs to be increased to support emerging household types. The graphics below illustrate both the positive and negative effects of these practices.

Housing Demand by Life State



Source: Arthur C. Nelson, The Great Senior Short-Sale of Why Policy Inertia Will Shortchange Millions of America's Seniors

Building more houses means...



More housing attainability long-term



More infrastructure investments



More tax dollars for schools to build new schools



More commercial growth



More cars on the road



More opportunities for homeownership

Increasing housing choice and adding density means...



Lower costs per housing unit



Lower service delivery costs



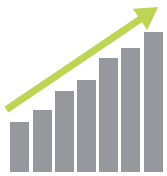
More opportunities for "aging in place"



More opportunities for first-time buyers



More open space preservation



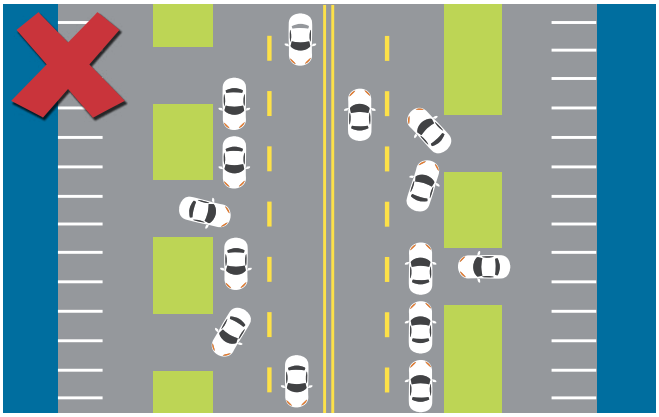
Higher economic growth

Transportation

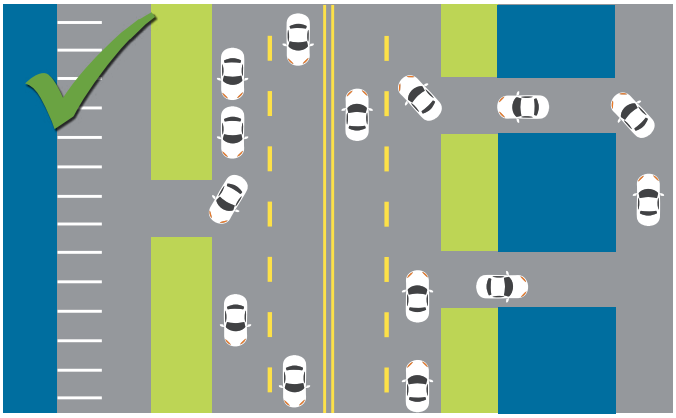
Throughout the planning process, the public expressed the desire for the following:

- The ability to walk and bike to places is a top priority for five of the six planning areas.
- The ability to drive safely to places is also a top priority for five of the six planning areas.
- Less congestion on the roads and better traffic flow.
- Safe and walkable infrastructure.

Fixing congestion on the roads can solved through reducing the number of cars on the road by providing alternative transportation options. Options may include public transit, bicycle facilities, and carpooling and ride-sharing opportunities. Where these options aren't feasible, clustering development and promoting inter-parcel access can allow fewer "stops" along a road, resulting in better traffic flow. New roadways can also be added to the network to relieve pressure from the most congested roads and create new connections.



Poor access management along roadways can cause congestion.



Consolidating driveways and adding inter-parcel access can ease congestion.

However, if public transit is a feasible option, trains and buses need density to work, and it isn't always effective in rural and suburban areas for that reason. In that case, on-demand services are much more cost-effective. To promote walking and biking, creating pockets of density that include housing, retail, and employment can create walkable and bikeable areas that reduce the need for driving, reducing the number of cars on the road. Reducing the need for parking in these areas also frees up land for parks and greenspace preservation.

If Hall County wants to reduce traffic congestion and promote walkability and bikeability, the strategies listed can be applied in tandem to achieve those goals. These strategies can also help advance other goals, like greenspace preservation, promoting density, and creating mixed-use activity centers.



Greenspace

Throughout the planning process, the public expressed the desire for the following as it related to greenspace:

- Improving access to parks, recreation, and trails is a top priority for half of the population.
- Maintaining current parks, recreation, and open space offerings is a priority throughout the county.
- Preserving greenspace is a key concern for new development.

Greenspace comes in many different forms:



Protected, Undeveloped Land



Agriculture/Farms



Trails (Paved and Non-Paved)



Green Infrastructure



Neighborhood Open Space Amenity



Plazas/Squares



Neighborhood Parks (1-50 acres)



Community Parks (>50 acres)



Sports Facilities

There are many benefits to greenspace:

- Environmental benefits include cleaner air, stormwater and runoff mitigation, maintaining biodiversity, and urban heat island reduction.
- People living in a neighborhood with access to greenspace tend to spend less on healthcare (Source: Kaiser Permanente).
- It can boost the real estate value of nearby properties.

The benefits are numerous, but greenspace can come with a high cost. It costs money to obtain the land desired to protect or program greenspace, design and construct active or passive parks, maintain the greenspace, and provide tax benefits to those who have opted to protect their land for future development. **Hall County will need to find a way to continue to grow, maintain, or expand its portfolio of greenspace at the same time.**

One solution is to build more houses closer together. Using less land for housing and employment frees up more contiguous land for greenspace. Denser housing types can be built closer to key employment or commercial centers to boost the amount of land preserved for greenspace. The graphic below shows options for how more housing can be built on a site to maximize greenspace.

Good



15-acre parcel, only 11 acres are developable

11 houses on one-acre lots

11 acres built, 4 acres greenspace

Better



15-acre parcel, only 11 acres are developable

19 houses on half-acre lots

9.5 acres built, 5.5 acres greenspace

Best



15-acre parcel, only 11 acres are developable

32 homes on quarter-acre lots

8 acres built, 7 acres greenspace

All three options show a 15-acre parcel in which only 11 acres are developable due to the presence of a waterbody. The first example, "good," shows how 11 houses can be built, maximizing the amount of land for housing. The second option, "better," uses half-acre lots to build eight more houses, preserving an additional 1.5 acres of land that can be used for active or passive uses. The final example, "best," uses eight of the 15 acres for 32 houses, 13 more than the previous option, and the remaining seven acres are set aside for active or passive greenspace. One benefit of the "better" and "best" options is that the increased economy of scale makes them a better financial deal for developers, and the cost savings of building at a higher density allows them to pass the savings onto the end-user, the tenant. So, not only do these two options preserve more land, but they also create more affordable housing options.

It is understood that large-lot, single-family houses in rural settings are going to be the preferred development pattern in some areas of the county, namely the North Hall, East Hall, and Murrayville/Sardis areas. However, the example shown above, along with the trade-offs illustrated throughout this section, demonstrates that **rural development can't happen in some areas without building higher densities in other places that can support it.**

Building at a higher density is only one way greenspace can continue to be preserved throughout Hall County. Other solutions include regulatory measures (i.e., the UDC), land banks, life estates that allow people the ability to protect land permanent after their death, private donations or sales to the County, and finding new streams of revenue to fund greenspace initiatives.

To conclude, the trade-offs to greenspace preservation are as follows:

- Sprawling development patterns equate to less land for greenspace.
- The construction of denser developments means more contiguous land for greenspace.
- Population growth is going to generate a higher demand for greenspace.
- If more greenspace is to be added to the County's portfolio, more funding will be required.

Quality Development Strategies

A theme that emerged from technical analysis and stakeholder conversations is that the way a development is laid out and designed can affect whether it has a positive or negative impact on the community. A development's layout and design can affect its traffic impact, open space preservation, sense-of-place, safety, long-term property values, and more.

New developments should incorporate the following strategies, as applicable to their site and location in the county:

- Mix land uses and residential types.
- Support walkability, both within the development and/or to nearby areas.
- Provide recreational facilities, such as clubhouses, pools, and trails.
- Provide street connections to other nearby future developments.
- Preserve open space, agriculture land, and tree canopy as well as promote re-vegetation.
- Foster a strong sense of place through high-quality architecture and landscaping.

The following examples demonstrate two things: one, they are a test to how new zoning districts in the UDC can fulfill the overarching strategies listed above (see page 160 for more information), and two, they show examples of how quality development could be designed, regardless of if it's in a suburban setting, a rural setting, or somewhere in between. These ideas are not based on a specific site or parcel and are not real proposals, but they are representative of general site characteristics that are found in Hall County. Each of the examples are unique, but all feature quality development strategies that foster distinctive, attractive communities and promote a mixture of uses across the county.



Design Examples



Agricultural Residential 1 (AR-I)

In the updated UDC, AR-I is a new name for what is currently the AR-III district. The intent of the revised AR-I zoning district is to provide locations within the county to be developed and reserved for agricultural, residential, compatible commercial uses, and/or recreation. This example shows a commercial building fronting the main road that can serve both residents and neighboring areas, but most of the remaining land is devoted to houses on lots of at least one acre. Where land isn't developable, it is preserved as open space, and some areas feature trails for recreation that connect to the sidewalks along the streets, reinforcing walkability.



Residential Mixed (R-X)

The new R-X zoning district was developed so that a mix of residential housing types could be built in a single development to maximize flexibility in site design. This example shows a combination of townhouses, cottage court housing, and alley-loaded single-family detached houses, some with accessory units. A sidewalk system allows for walkability within the neighborhood and connects to designated, community open space that features a clubhouse and pool. This example identifies a potential street connection that could be extended to connect into a nearby future development to help minimize vehicles on nearby major roads.



Mixed-Use (M-U)

The intent of the new M-U zoning district is to encourage a mix of different development types through creative site planning and design, while minimizing the impact of the district on surrounding areas. This example mixes commercial with a range of residential types, with the higher intensity uses fronting the street and arranged in a loose grid that reinforces walkability. It also has a central gathering place for both residents and visitors featuring a clubhouse. The interior of the site is left open to preserve water features and create a buffer between areas of differing intensities. Lastly, one road has been designated a future connection point should the neighboring land also be developed.

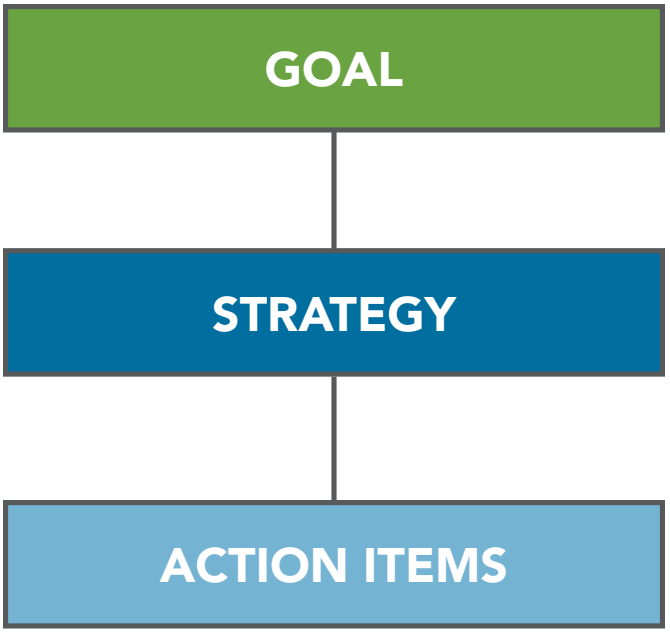
How Can These Strategies Be Implemented?

Hall County can codify these ideas into a set of guidelines that can be applied to new development. They could be implemented in a number of ways:

- **Incorporated into other zoning districts in the UDC.** While the new zoning districts will have some of these strategies built in, there may be an opportunity to incorporate them into other existing districts to ensure that new development is of the highest quality possible.
- **Incorporated into the County's existing Gateway Corridor Overlay District (GCOD).** The intents of the GCOD are to create a sense of place, encourage innovative development, and establish consistent and harmonious design guidelines for private property development. The GCOD applies to a number of major roadways in the county, most of them four-lane roads. The County could amend the existing language and add new requirements to advance the strategies listed on page 138.
- **Used as an optional set of conditions for density bonuses and other benefits.** The County could create a set of set of design guidelines or standards that can be used to elevate residential and commercial development. Developments which meet or exceed these standards may be considered for additional residential density

Vision Development

The vision for Hall County is broken down into a hierarchy of ideas: goals, strategies, and action items. Goals are guiding statements that summarize the intended outcome for the plan's element. Strategies are statements that further define the goal and how it should be implemented. They should be the basis of all land development decisions carried out by Hall County. Strategies should also be used to guide actions carried out by the private sector. Lastly, action items are specific projects that have a defined scope, cost, and timeframe, and policies that reflect community aspirations and provide guidance for the implementation of projects. Action items support strategies, although some strategies could translate into projects or policies for Hall County to undertake.



The goals and the subsequent strategies and action items were developed as follows:

1. At the first Steering Committee meeting in November 2022, members were asked two questions: "what are the worst possible things that could be put in this plan?" and "what should this plan address and prioritize?" The answers were sorted into a set of themes during the meeting.
2. After the Community Input Survey closed and the Forward Thinking Workshops was complete, the results were used to refine the themes into a defined list of plan elements: growth management, attainable housing, infrastructure maintenance and expansion, parks and recreation, natural resource and greenspace conservation (later broken up into two separate goals), multi-modal transportation, safety and security, and economic development.
3. At the Community Advisory Committee Meeting in June 2023, members provided input on what strategies should be part of each plan element. The results of this meeting, along with the results from the Community Input Survey, Forward Thinking Workshops, Meeting-in-a-Box meetings conducted, and results from the first steering committee meeting were used to create a short, succinct list of strategies.
4. These goals and strategies were once again vetted by the entire Steering Committee at the August 2023 meeting to ensure that they were supported. Feedback was provided by the committee to inform the consultants on how they could be improved.
5. At the Technical Advisory Committee Meeting in September 2023, the Advisory Committee had an opportunity to inform the consultants on action items already programmed for the next five to ten years and provide ideas for potential action items for each strategy.

Goals



Growth Management. Efficiently plan to accommodate new developments and prioritize connections to existing or planned infrastructure while retaining the character of each area of the county.



Housing. Provide a variety of housing options across size, type, tenure, price, location, and other factors that ensure access to transportation and amenities while minimizing the number of cost-burdened households.



Infrastructure Maintenance & Expansion. Improve infrastructure for growing areas, prioritize land use and infrastructure alignment, and expand broadband, road networks, water access, and sewer systems.



Parks & Recreation. Enhance and expand parks and recreation facilities to maximize quality of life.



Greenspace. Preserve and protect existing greenspace while seeking out new opportunities for inventory expansion.



Natural Resource Conservation. Preserve and protect natural resources like Lake Lanier, rivers and streams, and undeveloped forestry to safeguard community identity.



Multi-Modal Transportation. Expand alternative transportation options by increasing pedestrian infrastructure, developing complete streets, and enhancing public transit.



Safety & Security. Ensure a safe environment for all by improving existing safety and security measures and proactively addressing crime concerns as Hall County continues to grow.



Economic Development. Continue to encourage and support an atmosphere for economic growth and development to create opportunities for all.

Growth Management

Hall County's population is projected to surpass 380,000 by 2050, doubling since 2010. The unincorporated areas alone will see nearly 120,000 new residents, driven by natural growth and in-migration. These residents will need housing, jobs, schools, and infrastructure, while the needs of the current residents must also be maintained. Managing this growth effectively is crucial to balancing development with the county's existing resources and landscape. It is important that Hall County manages this new growth in a way that can leverage what it already has in place while respecting its diverse landscape.

Strategies

GM.1 Develop according to the future land use strategy outlined in Chapter 5 of this plan.

GM.2 Ensure that the Comprehensive Plan and the new UDC are coordinated and are aligned with current development practices and support smart growth principles and a mixture of uses.

GM.3 Ensure that new development and redevelopment meets the quality development strategies starting on page 138.

GM.4 Implement zoning regulations that designate specific land uses and protect greenspace to prevent inappropriate sprawl.

GM.5 Encourage redevelopment of aging, underutilized commercial centers.

GM.6 Ensure that housing growth matches projected job growth.

GM.7 Conduct regular evaluations of land use and infrastructure each year in between comprehensive plan updates to prioritize development based on current and future needs.

GM.8 Focus new development in areas with existing or planned infrastructure, particularly along four-lane roads.

GM.9 Preserve the unique character of each area in Hall County while accommodating incremental changes and improvements.

GM.10 Continue to engage community stakeholders in the planning process to ensure new development and redevelopment efforts complement the existing character of the area.

GM.11 Prioritize development that introduces new types of land uses to areas where they are currently lacking. This will help create a more varied and balance mixture of uses across the county.

Key Action Items

- ✓ Adopt and implement the newly updated UDC.
- ✓ Work with the Georgia Mountain Regional Commission (GMRC) and participating counties to tackle regional issues with growth management.
- ✓ Track the construction of new developments to ensure that growth is happening as projected and to update level of service projections.
- ✓ Establish regular communication with Hall County Schools to share data on new construction and population estimates so that educational facilities can be updated or added to accommodate projected enrollment.
- ✓ Conduct small area plans for areas that require further study.

Housing

A net population growth of 120,000 people means that the County will need to accommodate upwards of 40,000 new houses by 2050. Considering the national shortage of houses and a growing number of one- and two-person households, this number could be as high as 60,000. This new housing stock will likely need to focus on two key groups: downsizers and starters. Downsizers consist of households with one to two people over the age of 65, likely "empty nesters" or seniors looking to age in place. Starters are households with one to two people under 35 buying their first house. What's interesting is that these two groups are looking for similar types of housing: smaller houses on smaller lots, townhouses, and even apartments. Whatever the case, it is important that new housing is attainable—this doesn't mean just affordable, a definition that can be very subjective—meaning that people who need housing, whether they're renting or buying, can get what they're looking for, in the area they want or need to be in, and for a price that doesn't take up more than a third of their pre-tax income.

Strategies

H.1 Create strategies that serve to minimize the number of cost-burdened Hall County residents, especially renters.

H.2 Develop and implement incentives to encourage the creation of affordable housing near major employment and activity centers.

H.3 Partner with developers to diversify housing options while ensuring compatibility with existing neighborhoods.

H.4 Prioritize areas with high density commercial and access to public transportation for the construction of new housing.

H.5 Preserve "naturally occurring affordable housing" in established neighborhoods to maintain existing affordable housing options.

Key Action Items

- ✓ Adopt and implement the newly updated UDC.
- ✓ Encourage residential developers to build less expensive houses through financial incentives and density bonuses.
- ✓ Continue to review existing regulations that create barriers for special housing needs and generate opportunities such as senior housing, accessory dwelling units, and affordable housing.
- ✓ Establish affordability metrics for new development (i.e., at least 10% of all new units should be set aside for workforce housing).
- ✓ Prioritize workforce housing near the new Inland Port.
- ✓ Establish a joint program with the City of Gainesville to address housing attainability through the Georgia Initiative for Community Housing (GICH) program.
- ✓ Continue to identify properties suitable for federal Community Home Investment Program (CHIP) and Neighborhood Stabilization Program (NSP) grants to assist with house repairs/rehabilitation and to provide affordable housing opportunities.
- ✓ Create an affordable housing task force with developers, banks, and housing advocates.
- ✓ Use existing data on affordability, existing house inventory, housing market, and housing needs in Hall County to develop policy that reflects the needs and priorities of all members of the community.

Infrastructure Maintenance & Expansion

As new households are built, the growing population will need access to services, including roads, water, sewer, broadband, et cetera. This means that the County will not only need to work to maintain the services they provide to existing residents, but some will need to be expanded to continue to meet growing demand.

Strategies

IM.1 Continue to identify areas in need of infrastructure expansion and/or improvements and prioritize investments in roads, water, and sewer systems where a high level of growth is projected or where infrastructure is insufficient.

IM.2 Improve transportation corridors and consider expanding access to major arterial corridors to support areas with projections of high commercial and industrial growth.

IM.3 Ensure that all houses and businesses in Hall County are served by broadband internet.

IM.4 Enhance water and sewer systems to meet the growing needs of the community and prepare for future development.

IM.5 Ensure that infrastructure upgrades are implemented ahead of major developments to mitigate traffic congestion and support sustainable growth.

Key Action Items

- ✓ Use data from corridor development study for SR 365/Cornelia Highway to determine infrastructure capacity for the Inland Port
- ✓ Continue to implement and update the *Sewer Master Plan and Rate Study*.
- ✓ Use the future land use map along with development data to guide future planning for sewer infrastructure projects.
- ✓ Continue intergovernmental coordination with Hall County City and Town governments on issues related to transportation, water, and sewer.
- ✓ Adopt the Department of Community Affairs' (DCA) Broadband Model Ordinance to apply for a Broadband Ready Community Designation.

Parks & Recreation

Hall County's programmed parks and recreational facilities are operated by its Parks & Leisure Services Department. Their 2019 *Parks & Facilities Master Plan* identified an extensive list of proposed improvements that Hall County can implement to address needs, leverage opportunities, and prepare for future growth. This comprehensive plan considers many of the recommendations identified in the *Parks & Facilities Master Plan*. As time passes and the population increases, there will be more demand for parks, recreation facilities, and recreational offerings (athletics and non-athletic programming).

Hall County has the desire to ensure that all residents have access to a nearby park or recreational facility. The map on the facing page shows the locations of existing and programmed County parks and the parks owned and operated by the Cities and Towns in the county, along with a 2 mile radius drawn around each park location. The map also identifies properties outside of these radii that currently have conservation easements or some other preservation measure in place. (See page 170 for more information.) These lands, totaling nearly 28,500 acres, represent a "menu of options" of properties that would be most ideal for helping close gaps in park and recreation access for residents. However, further study will need to be done to identify the best properties for new parks.

Strategies

PR.1 Enhance existing parks, trails, and other actively programmed recreation areas to provide additional opportunities for residents.

PR.2 Expand and diversify parks, recreation facilities, and recreational offerings throughout Hall County to accommodate the growing population.

PR.3 Promote equitable access to parks, recreation facilities, and recreational offerings, where needed.

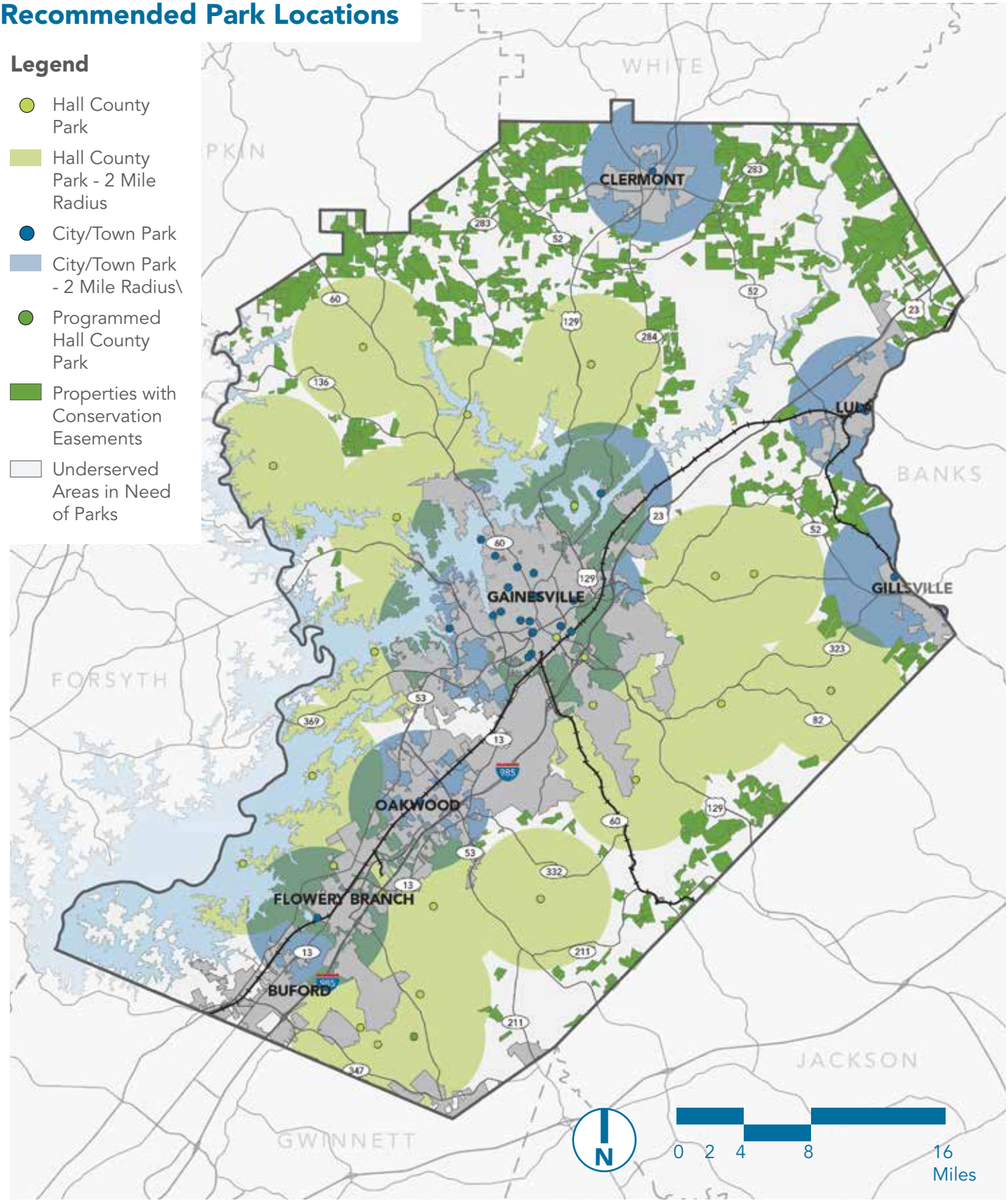
PR.4 Continue to assess where there are gaps in service to ensure equitable distribution of parks and recreational offerings throughout the entire county.

PR.5 Continue collaboration and coordination with city and town governments to provide services to all park users.

Key Action Items

- ✓ Increase funding for the Parks & Leisure Services operating budget.
- ✓ Work with Hall County Schools to identify opportunities for shared use between the County and Schools and build new facilities most in need by the schools.
- ✓ Acquire additional land to expand Cool Springs Park, North Hall Park, and East Hall Park.
- ✓ Prioritize East Hall and the Chestnut Mountain/Candler areas for new park land.
- ✓ Acquire an additional 1,000 acres of park land to build 30+ new parks.
- ✓ Add new facilities for team sports and informal athletics.
- ✓ Create incentives to fund new park facilities through private redevelopment.
- ✓ Conduct a 10-year update to the *Parks & Facilities Master Plan.*

Recommended Park Locations



Greenspace

Rapid growth coming up the I-985 corridor will bring great change to the community. While growth is inevitable, it will take a toll on Hall County's greenspace and other natural resources. Hall County residents want to assure that the next generation has the same or better level of access to greenspace and natural resources as today. More than ever, the County must balance residential and commercial growth with permanently protected greenspace.

Strategies

GS.1 Create a process that identifies land for permanent protection. Use the process to identify land, then implement measures that assure protection of the identified land.

GS.2 Create a county department independent of Parks and Recreation to oversee implementation of greenspace initiatives.

GS.3 Prioritize preserving greenspaces and adjoining waterways, particularly in areas impacted by large-scale developments.

GS.4 Collaborate with community organizations and land trusts to establish conservation easements and protect critical greenspace.

GS.5 Encourage the conservation of agricultural land and homesteads in rural areas to preserve privately held and permanently protected greenspace.

GS.6 Encourage and support the conservation of greenspace and establish new programs and initiatives to safeguard natural areas.

GS.7 Promote community engagement and education to foster a sense of stewardship for greenspace conservation.

GS.8 Continue partnerships with the Vision 20230 Greenspace Committee and other environmentally-focused community groups.

GS.9 Establish partnerships with all municipalities for common vision of greenspace protection.

Key Action Items

- ✓ Immediately establish dedicated Hall County staff position to develop, manage, and implement greenspace initiatives.
- ✓ Develop and adopt a strengthened county-wide tree ordinance through the UDC.
- ✓ Actively promote the North Georgia Land Trust to educate and inform land owners of the opportunities afforded for land conservation through a land trust.
- ✓ Create and identify multiple funding streams that support development of green infrastructure.
- ✓ Leverage conservation easements and zoning to promote greenspace protection.
- ✓ Create a dedicated Greenspace Acquisition Fund using SPLOST funding and other funding tools.
- ✓ Identify existing parcels that are currently appropriate to place into permanent protection.
- ✓ Continue to expand the Highlands to Islands Trail system.
- ✓ Create a nature preserve at Glade Farm.

Greenspace is land in its undeveloped state which as been so designated due to its ecological, environmental, aesthetic, cultural, historic, or agricultural value; it is land that is developed to an extent consistent with natural resource protection or informal recreation.



Natural Resource Conservation

Natural resources are defined as materials from the Earth that support life, like water, soil, and air. Rapid growth from the I-985 corridor and other major road corridors will bring great change to the community. While growth is good, it can take a toll on Hall County's natural resources. Hall County residents want to ensure that the next generation has the same or better quality of natural resources as today. More than ever, the County needs to balance new development with natural resources.

Strategies

NR.1 Implement strategies to protect Lake Lanier from pollution, including working with local farmers to encourage sustainable practices.

NR.2 Implement anti-pollution campaigns to raise awareness of strategies that mitigate and protect the environment.

NR.3 Consider establishing new programs and initiatives to safeguard natural areas.

NR.4 Promote community engagement and education to foster a sense of stewardship for resource conservation.

Key Action Items

- ✓ Continue partnerships with the Vision 2030 Greenspace Committee, the Chattahoochee Riverkeepers, and Lake Lanier community groups.
- ✓ Leverage greenspace, conservation easements, zoning, and buffers as instruments to provide watershed protection to Lake Lanier and its tributaries.
- ✓ Partner with a University of Georgia Cooperative Extension Office to promote sustainable agricultural practices.
- ✓ Coordinate with the Georgia Environmental Protection Division (GAEPD) on the Total Maximum Daily Load (TMDL) implementation plan for Lake Lanier.

Multi-Modal Transportation

Hall County's bicycle and pedestrian facilities are limited compared to the overall street network, but the construction of the Highlands to Islands Trail has proven their commitment to improving infrastructure for people moving around the county without a car, whether it be for commuting or recreation. With new growth projected for the next two decades, there will be a greater need for additional multi-modal transportation options for residents, workers, and visitors to divert cars from the roadways and provide recreational options. The future of Hall County's multi-modal transportation network should build from existing opportunities, consider expansion of the Highlands to Islands Trail network, leverage partnerships with the Gainesville-Hall Metropolitan Planning Organization (GHMPO) and other organizations committed to expanding transportation options in the region, and working with developers to ensure that new development can meet the County's goals for multi-modal access.

Strategies

MT.1 Expand alternative transportation options to provide residents with additional mobility choices and reduce car dependency. Prioritize areas in the proximity of schools, recreation facilities, parks, healthcare facilities, and residential areas.

MT.2 Prioritize and incentivize new development that connects into pedestrian infrastructure, such as the Highlands to Islands Trail and other local and regional trail systems.

MT.3 Develop context-sensitive complete streets that prioritize the safety and accessibility of all users, including pedestrians, cyclists, transit users, and drivers. This applies to both new streets and retrofits to existing streets, where appropriate.

MT.4 Determine the feasibility of enhancing public transit systems to improve connectivity and increase ridership.

Key Action Items

- ✓ Coordinate with GHMPO on completing the Highlands to Islands Trail network.
- ✓ Prioritize sidewalk and street lighting needs based on frequency of use.
- ✓ Coordinate with City and Town efforts to build and connect multi-modal infrastructure.
- ✓ Enact zoning conditions of approval for nearby developers to build connections to the Highlands to Islands Trail.
- ✓ Incentivize mixed-use developers to include trails and trail connections, where appropriate, in their plans.
- ✓ Encourage developers to construct trail systems within a half-mile of mixed-use projects.
- ✓ Encourage connections to activity centers within the Cities and Towns.
- ✓ Examine how County and City/Town parks can be connected through new trails.
- ✓ Adopt a complete streets policy.
- ✓ Implement an ADA plan that identifies existing ADA barriers on sidewalks and crossings to allow for updates to be made on an ongoing basis.

Safety & Security

As the population grows, there will be an increased need for public safety services including police, fire protection, and emergency services. Hall County will need to approach this on many fronts by staying on top of the latest safety data (crime, fires, etc.), collaborating with other agencies within the County and outside, and ensuring trust from the citizens that their needs, emergency or not, are always met.

Strategies

SS.1 Collaborate with local law enforcement agencies throughout the county to address concerns about crime activity to ensure that Hall County feels safe.

SS.2 Foster community partnerships to create a culture of safety and encourage residents' active participation in crime prevention efforts.

SS.3 Implement strategies to mitigate safety risks associated with growth, such as traffic management and street lighting improvements where necessary and appropriate.

SS.4 Incorporate Crime Prevention Through Environmental Design (CPTED) principles in new developments where appropriate to increase their safety and reduce the likelihood of criminal activity.

Key Action Items

- ✓ Establish benchmarks to determine what is considered a "safe" level of crime in Hall County.
- ✓ Continue to monitor crime statistics and make them easily accessible to the public.
- ✓ Track the construction of new developments to ensure that police and fire services can serve the growing population at the ideal level of service.
- ✓ Create a plan for long-term capital investments to fund new public safety facilities.
- ✓ Establish a Citizens Advisory Committee on public safety.
- ✓ Assess the ability to form a Neighborhood Watch program, with the assistance of the Sheriff's Office Public Information and Community Services Unit.
- ✓ Ensure that new developments are accessible for emergency vehicles.
- ✓ Prioritize sidewalk and street lighting needs based on frequency of use.

Economic Development

The job market, along with the economy, in Hall County will continue to grow for several reasons. The first is that as the population increases, there will be demand for grocery stores, restaurants, and medical services, to name a few, all of which will require a workforce to staff the jobs they will create. The second is that the industrial sectors of the county's employment are going to continue to increase as the Inland Port is developed, which will attract more workers. Lastly, with more people in the county, new businesses will be started. It's important that the County continue to support both the commercial and industrial sectors of their economy, as they help supplement the tax digest with the revenues needed to support residential services and fund infrastructure improvements, all of which will be needed to accommodate new growth. The County should continue to promote opportunities for higher-paying jobs and small businesses, maintain the success of their existing industries, revitalize existing commercial/industrial areas, and leverage programs inside and outside the county to further support economic development activities.

Strategies

ED.1 Support the efforts of organizations advancing economic development in the county, such as the Greater Hall Chamber of Commerce and the Gainesville-Hall Economic Development Council.

ED.2 Maintain collaborative efforts to coordinate economic development with the Cities and Towns, North Georgia region, and State.

ED.3 Maintain the economic resiliency of major employment sectors in the county including healthcare services, food processing, and education.

ED.4 Promote and support small business growth, existing industries such as healthcare, business recruitment, building and supporting active greenspace, and developing tourism assets and events.

ED.5 Streamline regulations, provide incentives for prospective businesses, and support business expansion within targeted areas.

ED.6 Promote and support agri-tourism to capitalize on Hall County's natural and cultural assets.

ED.7 Develop strategies to attract and retain businesses and industries that cater to evolving consumer and employment needs based on anticipated demographic changes.

ED.8 Prioritize the creation of jobs that provide livable wages to employees.

ED.9 Focus on quality over quantity of growth in economic development opportunities.

ED.10 Consider the long-term return on investment that comes from improving the quality of development, including higher-quality jobs for residents, a stronger tax base, and other economic benefits.

Key Action Items

- ✓ Use data from corridor development studies for SR 365/Cornelia Highway to determine optimal industrial capacity, the best industries to locate along them, the impacts to infrastructure, and propose alternative locations for new industry.
- ✓ Study the feasibility of future sewer extensions in strategic areas SR 60/Athens Highway to support commercial and industrial growth along the corridor going into both Gainesville and Jackson County.



CHAPTER 5: FUTURE LAND USE STRATEGY



Approach and Guide 156
The New Unified Development Code 160
Future Land Use Categories 163
North Hall 172
Murrayville/Sardis 176
Gainesville Area 180
East Hall 186
Chestnut Mountain/Candler 190
South Hall 194
Future Land Use & Infrastructure Alignment 198

FUTURE LAND USE STRATEGY

Approach

As Hall County continues to grow and develop, the County will need a solid, flexible, and sustainable approach to future development that establishes:

- Where new development should be prioritized.
- The location of new land uses.
- How to determine the appropriateness of new development.

This strategy breaks down the county into six character areas that correspond to the Planning Areas established in the 2017 Comprehensive Plan and used throughout this planning process. Some minor adjustments were made to the boundaries to better correspond with the county's geography. These character areas are intended to give the County direction as to if a proposed development (or redevelopment) would be appropriate.

For each character area, there is a map, a narrative that should be prioritized, a list of appropriate future land use designations (refer to pages 163-169), a list of appropriate zoning districts should there be rezonings, and a curated list of recommended implementation measures.

The Comprehensive Plan & UDC Connection

Hall County's Unified Development Code (UDC) zoning districts are guided by the Comprehensive Plan. A municipality's zoning ordinance is considered to be in accordance with the comprehensive plan if land use types and intensities are compatible with the goals, objectives, strategies, and land uses specified by the Comprehensive Plan. The zoning code should not be contradictory to the Comprehensive Plan nor prevent its implementation. This is important when property owners need to rezone their property to undertake new development. If the plan for a development does not line up with the vision of the Comprehensive Plan, the County's planners and Board of Commissioners (BOC) have the authority to not grant the rezoning. The table on page 161 shows the UDC zoning districts that are most compatible with the future land uses outlined by this Comprehensive Plan.

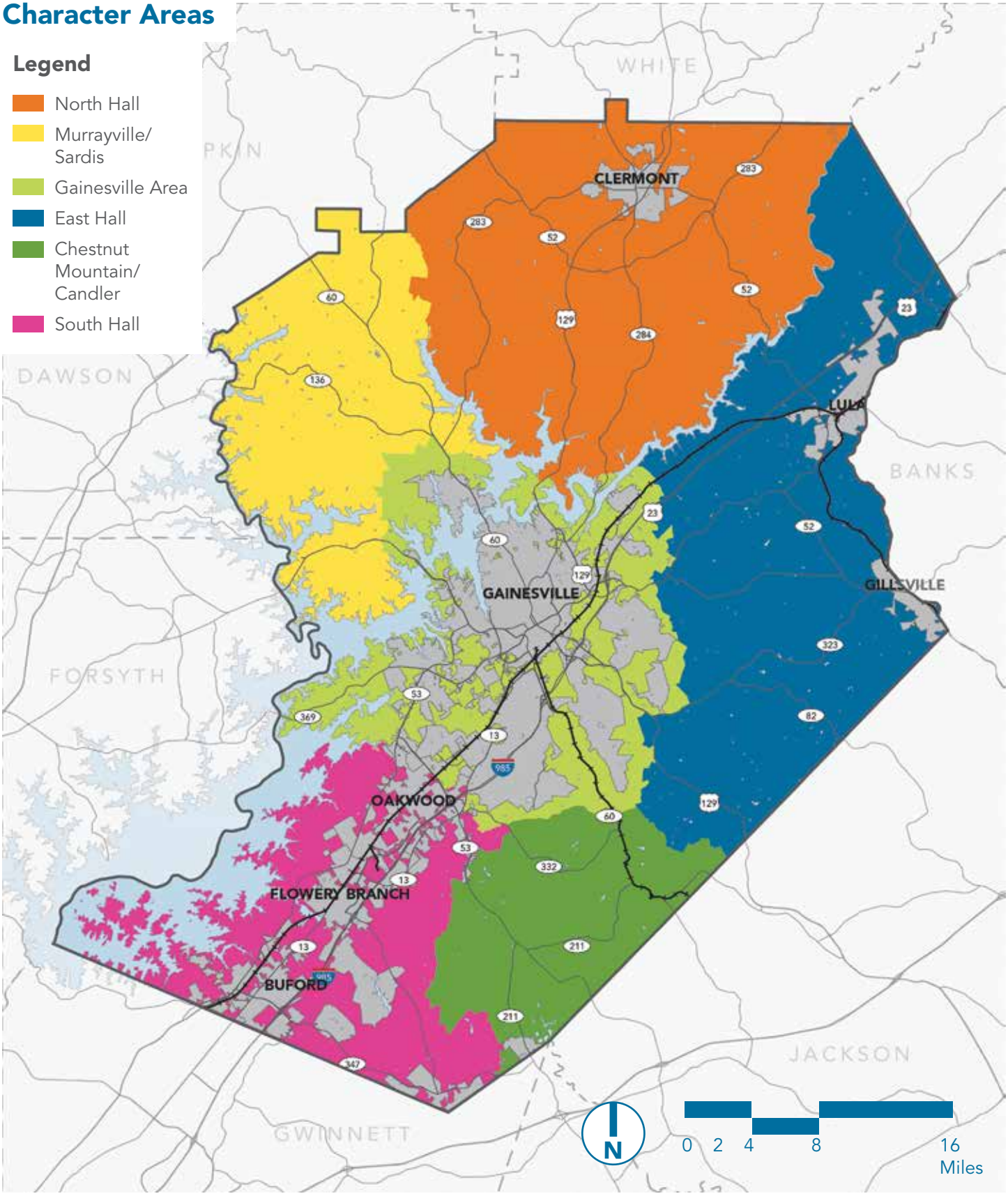
Guiding Statement for use of the Future Land Use Map

The Future Land Use (FLU) Map is intended to guide Hall County staff, officials, and applicants in evaluating the appropriateness of zoning proposals. All rezoning requests should be reviewed for consistency with the FLU Map and assessed using the following criteria to determine whether the proposed land use is suitable for the location and supportive of Hall County's long-term planning goals. Evaluation of zoning proposals should consider:

- Compatibility with surrounding land uses and the intent of the adopted FLU category.
- Availability and capacity of existing infrastructure, including public water and sewer service.
- Roadway conditions, including the ability of adjacent and nearby roads to accommodate increased traffic volumes and changes in traffic type or intensity.
- Potential impacts on public safety, schools, and other community services.
- Alignment with adopted plans, policies, and implementation items identified in the Community Work Program (CWP).
- Whether the proposal supports orderly and efficient development patterns consistent with the Comprehensive Plan.

The FLU Map is a policy guide, not a regulatory document. Staff should use these criteria to evaluate the appropriateness of each request and determine whether the proposal aligns with the vision and objectives established in the Comprehensive Plan.

Character Areas



Activity Centers and Urbanized Areas

Activity Centers

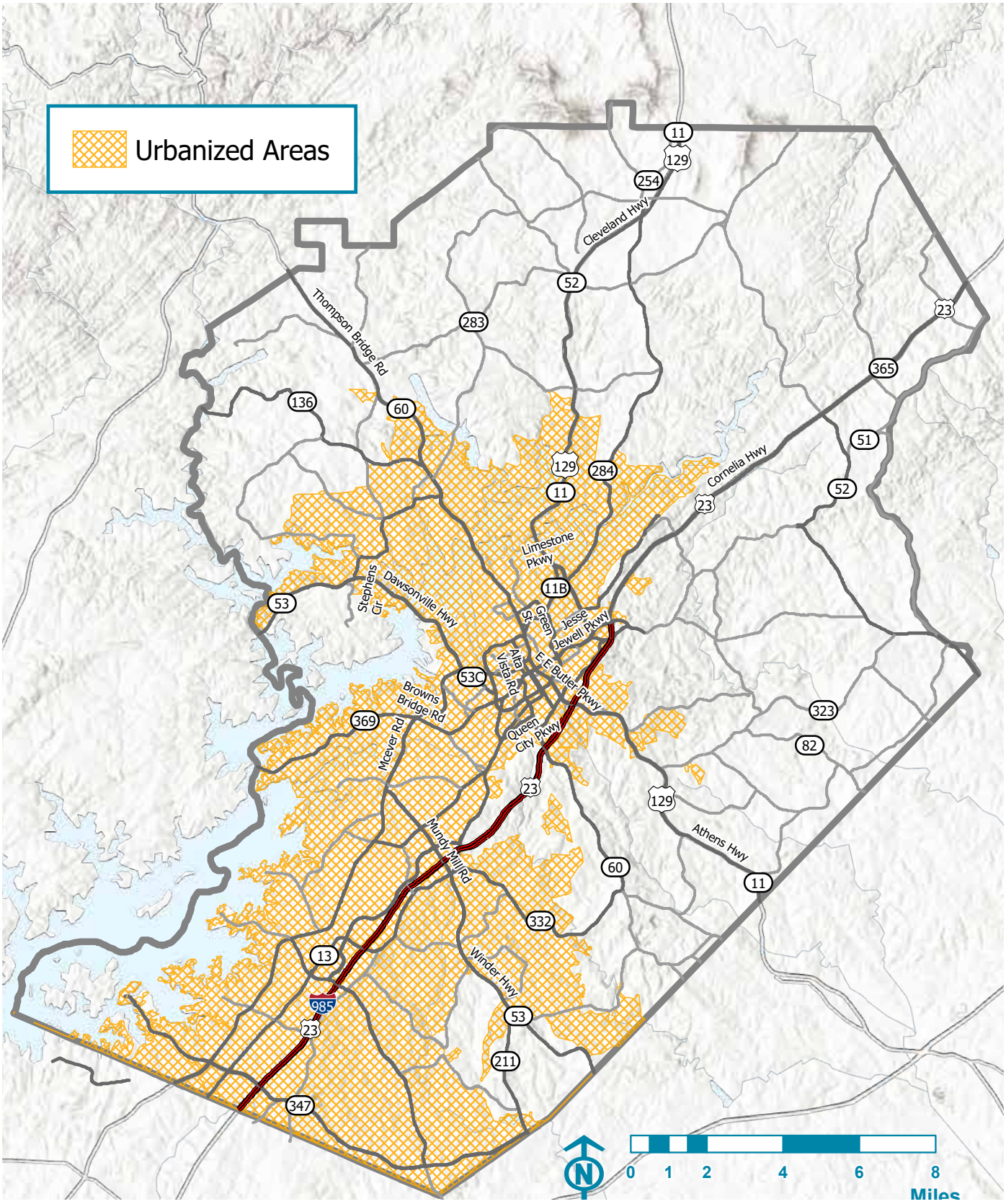
- Activity Centers are locations of concentrated economic, commercial, civic, and residential activity that serve as local hubs for surrounding areas. These areas typically contain a mix of uses, including retail, office, employment, housing, public facilities, and recreational opportunities. Activity Centers are intended to support coordinated growth by encouraging high-quality development, walkability, interconnected transportation networks, public gathering spaces, and a distinct sense of place. Depending on their size and function, Activity Centers may serve neighborhoods, communities, or the broader region.
- Activity Centers are generally located within or adjacent to Urbanized Areas and along major transportation corridors





Urbanized Areas

- Urbanized Areas are characterized by existing higher-density development patterns, access to infrastructure, and concentrations of population and employment. Urbanized Areas are identified using the Urbanized Area boundary established by the U.S. Census Bureau, which generally consists of contiguous developed areas containing at least 5,000 residents or 2,000 housing units.
- The Urbanized Area boundary provides a standardized planning framework for identifying locations where future growth, redevelopment, infrastructure investments, and economic development efforts may be most appropriately directed.


Urbanized Areas
Cleveland Hwy
Thompson Bridge Rd
Cornelia Hwy
Limestone Pkwy
Dawsonville Hwy
Stephens Cir
St Green
Jesse Jewell Pkwy
E Butler Pkwy
Alta Vista Rd
Browns Bridge Rd
Mcever Rd
Queen City Pkwy
Mundy Mill Rd
Athens Hwy
Winder Hwy
985
11
129
254
52
283
23
365
136
60
284
51
53
11B
53C
369
323
82
332
13
211
347
N
0 1 2 4 6 8
Miles

The New Unified Development Code

Concurrent with the development of this Comprehensive Plan, the County's zoning ordinance, subdivision regulations, and stormwater regulations were being rewritten into an UDC. The process to update the UDC involved cleaning up the existing regulations to:

- Make the code easier to understand.
- Update outdated terms and references.
- Consolidate uses into a single table.
- Add graphics and diagrams for clarity.
- Update and consolidate definitions.
- Reorganize regulations.
- Update legal provisions.

New Zoning Districts

The process also included deleting unused zoning districts and overlays and creating new districts to align with evolving development types. New districts include the Agricultural General (AG-1) district, Residential Mixed (R-X) district, Mixed-Use (M-U) district, Residential Single-family Detached (R-SF) district and Residential Single-family Attached (R-TH) district.

Agricultural General (AG-1)

- Intended for areas that are largely undeveloped.
- Allows agricultural uses and limited commercial or entertainment that supports the preservation of agricultural lands.
- Allows single-family residential.
- Minimum 5-acre lots.

Residential Mixed (R-X)

- Intended for moderate-density residential development in urbanized areas, near cities, and within planned growth areas.
- Allows a mix of residential housing types within a unified development, including single-family, two-family, townhomes, and cottage courts.
- Would require at least two different housing types in a development, with at least 20% of each type.
- Supports flexible neighborhood design and diverse housing opportunities.

Mixed-Use (M-U)

- Intended for activity centers and urbanized areas near cities and planned growth areas or for a mixture of uses that would otherwise be required in separate zoning districts.
- Allows integrated residential and non-residential uses within a unified development, including commercial, office, and limited industrial uses.
- Requires transportation best practices and places a high priority on site specific pedestrian enhancements.
- Residential density and proposed development type is established during the rezoning process and guided by the UDC, Comprehensive Plan and Future Land Use Map.

Residential Single-family Detached (R-SF)

- Intended for moderate-density single-family residential development in urbanized and planned growth areas.
- Allows single-family detached housing on smaller lots served by public water and sewer.
- Supports efficient suburban development patterns and expanding housing opportunities.

Residential Single-family Attached (R-TH)

- Intended for moderate-density attached residential development in urbanized and planned growth areas.
- Allows townhome developments served by public water and sewer.
- Supports compact housing options and efficient land utilization.

Future Land Use & Zoning Compatibility Table

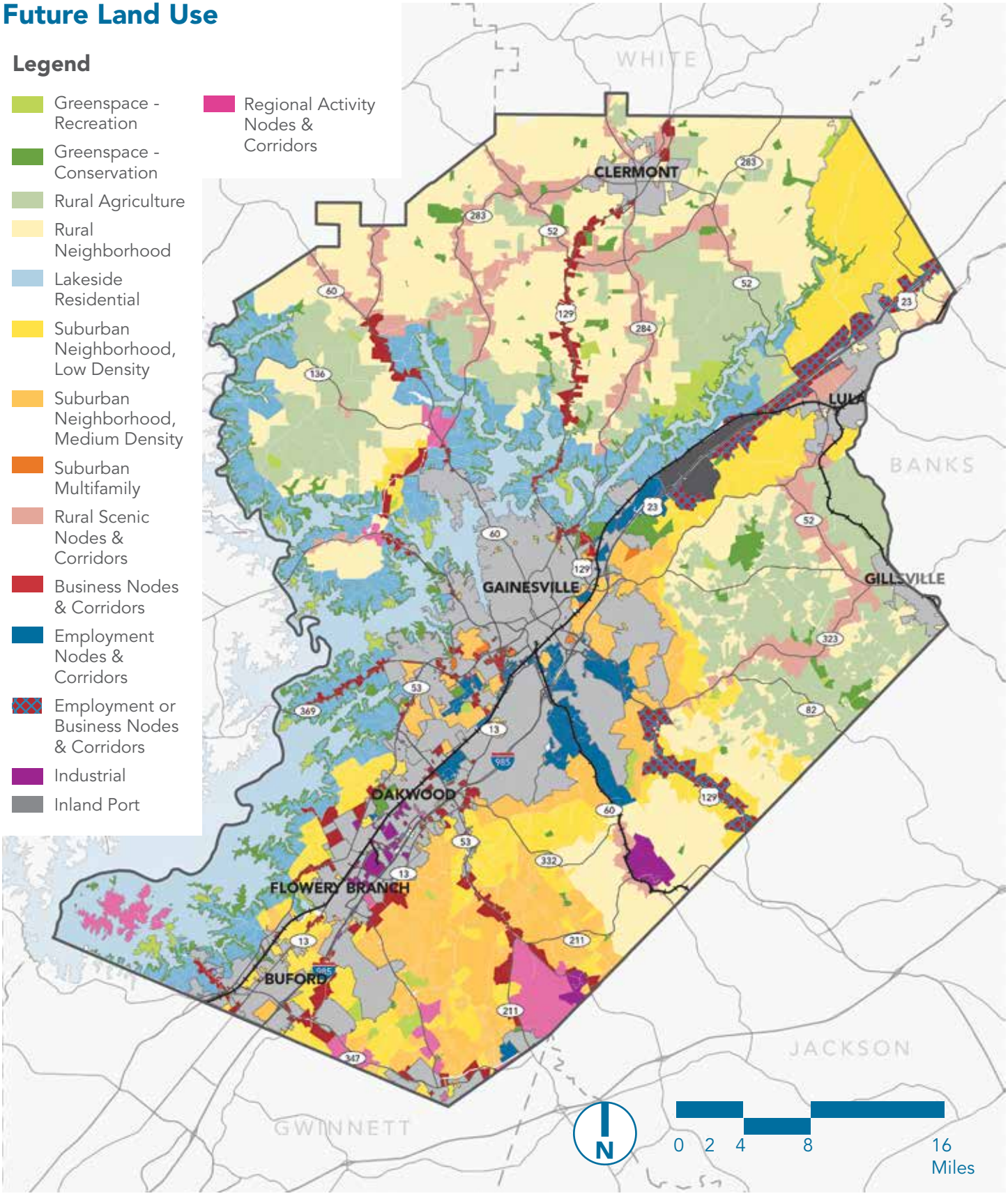
Future Land Use	AG-1	AR-1	V-C	R-1-L	R-1	R-TF	R-SF	R-TH	R-X	R-MF	MHP	O-I	S-S	H-B	M-U	I-1	I-2	PD
Greenspace - Recreation	X	X	X	X	X	X					X							X
Greenspace - Conservation	X	X	X	X	X	X					X							X
Rural Agriculture	X	X		X														X
Rural Neighborhood	X	X		X														X
Lakeside Residential	X	X	X	X	X	L	L	L	L									X
Suburban Neighborhood, Low-Density	X	X	X	X	X													X
Suburban Neighborhood, Medium-Density	X	X	X	X	X	X	L	L	L									X
Suburban Multi-Family	X	X	X	X	X	X	X	X	X	L								X
Rural Scenic Nodes & Corridors	X	X										X	X					X
Business Nodes & Corridors												X	X	X	X	X		X
Employment Nodes & Corridors												X	X	X	X	X	L	X
Industrial																X	X	X
Inland Port																	X	X
Regional Activity Centers	L	L	L	L	L	L	L	L	L	L		X	X	X	X			X

X = Permitted

L = Limited to certain character areas

Note: PD must comply with UDC and may not exceed the density of future land use or deviate from the vision of the future land use.

Future Land Use



Future Land Use Categories

Greenspace - Recreation

Overview

These areas include lands containing or planned for parks and recreation facilities, or permanently designated open space. Parks and recreational facilities are an important asset to all communities because they contribute to a high quality of life. Where possible, new parks should be built near residential and vibrant commercial areas and should be accessible via sidewalks, bicycle facilities, and multi-use paths and trails. The development of parks and recreational facilities, along with trails, should be coordinated with the County's parks and recreation plan. The County should continue coordination with GHMPO and City governments on the improvement and expansion of local and regional trail networks.

Appropriate Zoning Districts:

- All zoning districts that permit recreational uses



River Forks Park, Gainesville

Greenspace - Conservation

Overview

Conservation areas are lands that are environmentally sensitive and should be protected from adverse development to maintain natural habitats, provide flood protection, and protect water quality. These areas include public or privately-owned lands intended to be protected for natural area conservation and passive recreation purposes. The protection and preservation of these areas could occur through a variety of ways including private donations of such lands; limited public acquisition (i.e. eminent domain); and compliance with all federal, state, and local regulations.

Appropriate Zoning Districts:

- All zoning districts that permit conservation uses



Lula Bridge Wildlife Management Area

Rural Agricultural

Overview

These areas should consist of active farms and agricultural enterprises and very low-density, large-lot single-family residential up to 0.75 dwellings per acre. Development patterns may involve larger areas of undeveloped or cultivated land characterized by large distances between buildings and deep setbacks.

Appropriate Zoning Districts:

AG-1, AR-1, R-1-L, PD



Brookton Lula Road, Lula

Rural Neighborhood

Overview

These areas should consist of active farms and agricultural enterprises and low-density, large-lot single-family residential up to 0.75 dwellings per acre. These areas also consist of undeveloped lands likely to face development pressures for new residential or commercial development. Similar to Rural Agriculture, they should have deep setbacks and incorporate a high percentage of open space. Where it occurs, new development should preserve natural features, including tree canopy, waterways, and waterbodies.

Appropriate Zoning Districts:

AG-1, AR-1, R-1-L,PD



Gillsville Highway, Gillsville

Lakeside Residential

Overview

These areas are located near and adjacent to the edges of Lake Lanier and can range from low-density residential to resort-style multifamily. Lakeside Residential is intended to preserve established lakefront neighborhoods and create opportunities for permanent and vacation residences along and adjacent to the lake. While some of these areas are not located directly on the lake, they have a development pattern similar to their lakeside neighbors or are likely to see a style of development that is denser than Rural Neighborhood or slightly less dense than Suburban Neighborhood, Low Density. Depending on the character area and what zoning districts they allow, residential densities can be up to 8 dwellings per acre in urbanized zone and up to 6 dwellings per acre outside of urbanized zone.

Appropriate Zoning Districts:

AG-1, AR-1, R-1-L, V-C, R-1,R-TF, R-SF, R-TH, R-X (limited), PD



Lake Lanier

Suburban Neighborhood, Low Density

Overview

These areas consist of low-density, detached single-family housing. In less developed areas of the county, they should be focused where there is existing water and sewer infrastructure, or where future infrastructure is expected to be located. Future infrastructure may be driven by the Sewer System Master Plan & Rate Study or by developers willing to fund access where it isn't already planned. Depending on the character area and what zoning districts they allow, residential densities can be up to 2 dwellings per acre where existing infrastructure is available.

Appropriate Zoning Districts:

AG-1, AR-1, R-1, R-1-L, V-C, PD



Bush Creek Court, Flowery Branch

Suburban Neighborhood, Medium Density

Overview

These areas consist of medium-density, single-family housing (attached or detached). They should be located where there is existing water and sewer infrastructure, or where future infrastructure is expected to be located. Future infrastructure may be driven by the *Sewer System Master Plan & Rate Study* or by developers willing to fund access where it isn't already planned. Depending on the character area and what zoning districts they allow, residential densities can be up to 2.5 dwellings per acre or up to 8 units per acre. In some cases, maximum density may be up to the discretion of the BOC.

Appropriate Zoning Districts:

AG-1, AR-1, V-C, R-1-L, R-1, R- TF, R-SF (limited),

R-TH (limited) R-X (limited), PD



Ridgewood Avenue, Gainesville

Suburban Multifamily

Overview

These areas consist of medium- to high-density housing including small-lot single-family detached housing, townhouses and other attached housing types, and multifamily. They should be situated in areas that have the road, water, and sewer infrastructure to support higher density development, or are expected to have it in the future. Residential densities can range from 2.5 dwellings to 18 dwellings per acre. In some cases, maximum density may be up to the discretion of the BOC through a special use permit.

Appropriate Zoning Districts:

AG-1, AR-1, V-C, R-1-L, R-1, R-TF, R-SF, R-TH, R-X, R-MF (limited), PD

* R-MF is not permitted outside of the urbanized zone.



Candler Court, Gainesville

Rural Scenic Nodes & Corridors

Overview

The county's rural roadways boast significant natural, historic, or cultural features, and scenic or pastoral views. To balance that with necessary growth, new development along these minor road corridors and intersections should be limited to low-intensity, small-scale commercial uses to serve nearby communities, and well as agricultural uses of all scales. Where there is residential development, the density should be up to 0.75 dwellings per acre.

Appropriate Zoning Districts:

AG-1, AR-1, O-I, S-S, H-B, PD



SR 283, Clermont

Business Nodes & Corridors

Overview

Many of the county's major roadways have strong connections to infrastructure, employment, and housing, making them desirable for larger scale commercial development. New development along these major road corridors and intersections should consist of higher-intensity commercial uses, and low-intensity, consumer-facing industrial uses that house businesses that serve nearby communities. Site designs should use the Quality Development Principals discussed earlier, particularly natural resource protections and high quality landscape installations, to the fullest extent possible.

Appropriate Zoning Districts:

O-I, S-S, H-B, M-U, I-1, PD



Lake Lanier Islands Parkway

Employment Nodes & Corridors

Overview

Hall County has an economy that is not only strong, but continues to grow, necessitating a need for land that can accommodate both the uses and activity they will generate. These new employment nodes and corridors should consist of industrial and/or office uses housed in either formalized campuses or along major road corridors that have existing or future access to water and sewer.

Appropriate Zoning Districts:

O-I, M-U, S-S, H-B, I-1, I-2, PD



Northeast Georgia Medical Center

Industrial

Overview

These areas include a mix of light and heavy industrial uses, as well as commercial uses that directly support the dominant business uses but are not appropriate for residential development.

Appropriate Zoning Districts:

O-I, M-U, H-B, I-1, I-2, PD



W. White Road

Inland Port

Overview

This area immediately surrounds the incoming Inland Port including the intermodal yard as well as the major freight corridors supporting the flow of goods. As the port develops, further land uses such as housing could be added as appropriate to support key employees of the port. All new development should also take the North Oconee Watershed environmental requirements into account.

Appropriate Zoning Districts:

I-2, PD



Regional Activity Nodes & Corridors

Overview

Regional Activity Nodes and Corridors are areas that either already bring visitors from the region or can support future development with a regional draw. New development in these areas should include a combination of retail, office, civic, and residential uses that can contribute to a live-work-play environment. This range of development types may not always be at the same intensity across the county: new development needs to be scaled in the context of the area's infrastructure capacity. New development should also emphasize high-quality building and site design, including dedicated open/civic space, walkability, and a sense of place. Where there is residential development, a maximum density of up to 16 dwellings per acre may be permitted at the discretion of the BOC.

Appropriate Zoning Districts:

R-SF (limited), R-TH (limited), R-X (limited), R-MF (limited), O-I, S-S, H-B, M-U, PD



Stonebridge Village, Spout Springs

Greenspace Overlay

Overview

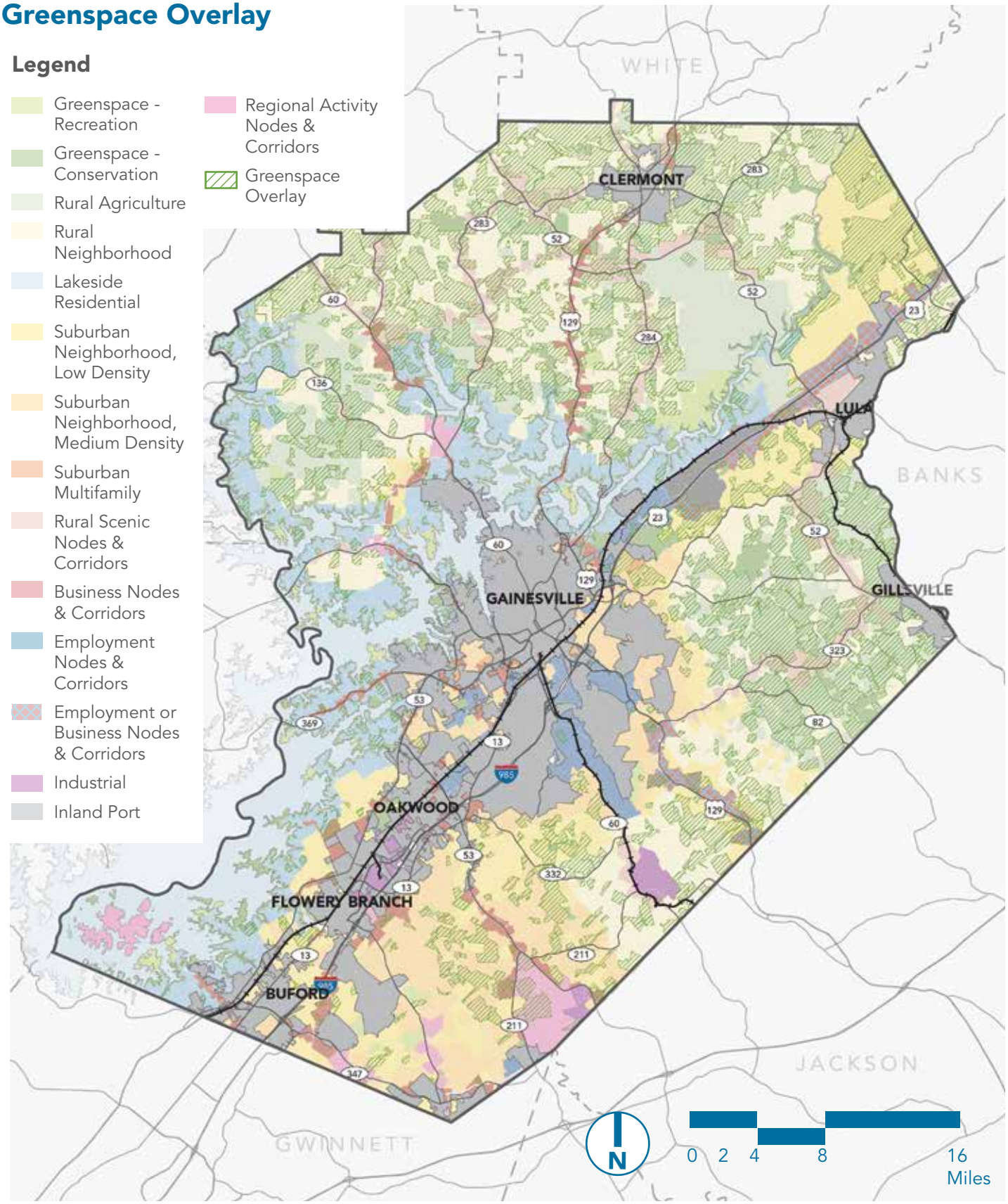
Hall County has had a long-time goal of maintaining at least 20% of its land as greenspace since the inception of the Vision 2030 Greenspace Committee. As referenced on page 136, greenspace can come in a variety of forms:

- Protected, undeveloped land
- Agriculture/farms
- Trails (paved and non-paved)
- Green infrastructure
- Neighborhood open space amenity
- Plazas/squares
- Neighborhood parks (1 to 50 acres)
- Community parks (over 50 acres)
- Sports facilities

The County has implemented some strategies in the past to increase and maintain their inventory of greenspace, including conservation easements. Page 148 lists some action items that could help the County preserve more greenspace. The map on the facing page identifies those properties that currently have conservation easements or some other preservation measure in place. However, conservation easements are often temporary and would be subject to either renewal or dissolution. This future land use strategy has considered those properties as potential opportunities for greenspace should those easements be continued or if any other protective measures are applied (see page 137). If those lands do not go on to become permanent greenspace, an appropriate future land use has already been identified and new development or redevelopment of that land should strive to retain as much greenspace as possible. If they do become permanent greenspace, then the land would become "Greenspace - Recreation" or "Greenspace - Conservation" depending on the type of greenspace that it will become:

- Permanently protected land/undeveloped land
- Land with potential for environmental restoration
- Open space/passive parks
- Active parks for recreation

Greenspace Overlay



NORTH HALL

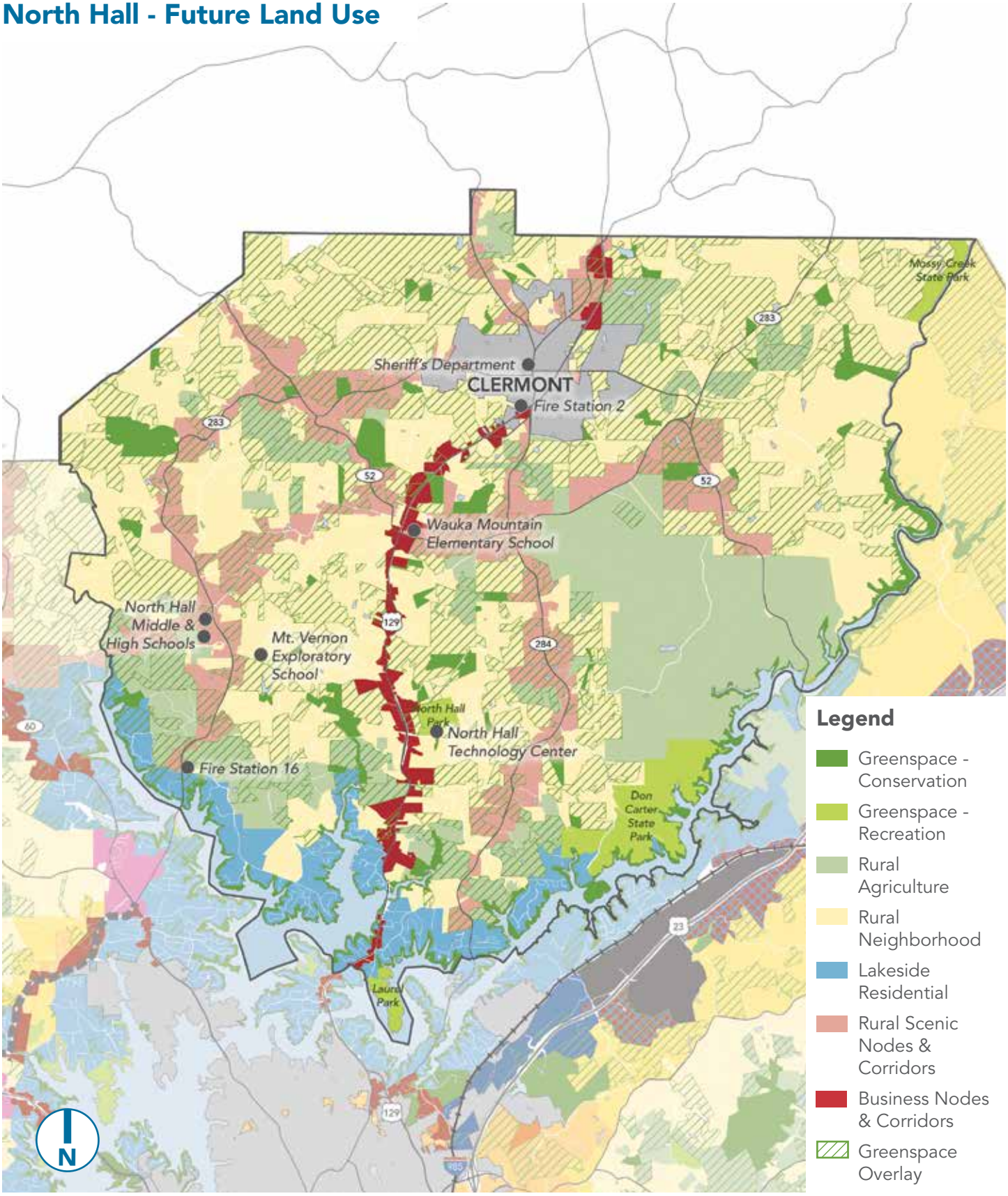
Vision

The vision for North Hall is centered on maintaining rural character while promoting sustainable growth and balanced development that includes attainable housing, agriculture, and preserving both active and passive greenspaces. A focus on improving infrastructure, such as better connectivity and thoughtful traffic solutions, aims to enhance residents' quality of life.

Supporting Ideas

- **Creating & Maintaining Diverse Residential Landscapes.** North Hall should embrace single-family housing that caters to a wide range of income levels and lifestyles, yet is still appropriate to a more pastoral landscape.
- **Preserving Rural Identity.** North Hall's low-density and rural character is important to those who call it home. As the county grows, its identity should be maintained by ensuring that new development not only meets the needs of the residents but is appropriately designed and sited. Nature is important to North Hall residents, so it is vital that greenspace of all forms is preserved and maintained.
- **Balanced and Sustainable Development.** North Hall aims to balance greenspace with residential and commercial growth. The vision advocates for well-planned growth that considers existing and planned infrastructure, creating an environment where small-scale local farming thrives, and promoting ecological responsibility.
- **Improving Connectivity and Infrastructure.** To enhance connectivity and the movement of people and goods, road networks should be improved, and trails should be constructed. This commitment extends to enhancing traffic flow through strategic improvements, such as the improvement of intersections and roadway design.
- **Preservation of Nature and Quality of Life.** The environment (particularly greenspaces and wildlife habitats) should be safeguarded from incompatible development. Excessive industrialization should be curbed and community-oriented businesses that enhance the quality of life should be prioritized.

North Hall - Future Land Use



NORTH HALL

Tying It Back to Growth...

Under this future land use strategy, North Hall can expect up to 5,000 new households before 2050 if land is developed or redeveloped to the highest density allowed by zoning. To ensure quality of life, this means that:

- Hall County will need to build or set aside up to 100 additional acres of programmed parks and/or greenspace (assuming 8.5 acres per 1,000 new residents).
- Hall County Schools will need to accommodate between up to 2,000 additional students in this area.
- Anywhere between 1,800 and 7,000 additional vehicles will be on the roads (assuming 1.7 cars per new household).

Key Strategies

- Continue updating and implementing the North Hall Sewer System master plan.
- Continue working with the Town of Clermont to coordinate land use planning efforts, solve code enforcement issues on the town boundaries, and provide joint services.
- Continue to prioritize roadway improvements to US 129/Cleveland Highway and SR 60/Thompson Bridge Road.
- Prioritize higher density development along US 129/Cleveland Highway
- Work with broadband providers to expand internet access.
- Continue to protect greenspace.
- Consider constructing bike infrastructure for recreational cyclists.
- Create a nature preserve at Glade Farm.

North Hall Future Land Use & Zoning Compatibility Table

Future Land Use	AG-1	AR-1	V-C	R-1-L	R-1	R-TF	R-SF	R-TH	R-X	R-MF	MHP	O-I	S-S	H-B	M-U	I-1	I-2	PD
Greenspace - Recreation	X	X	X	X	X						X							X
Greenspace - Conservation	X	X	X	X	X						X							X
Rural Agriculture	X	X		X														X
Rural Neighborhood	X	X		X														X
Lakeside Residential	X	X	X	X	X													X
Rural Scenic Nodes & Corridors	X	X										X	X	X		X		X
Business Nodes & Corridors												X	X	X	X	X		X



Source: Google Earth





Note: Images are for example purposes only and may not be located in unincorporated Hall County.

MURRAYVILLE/SARDIS

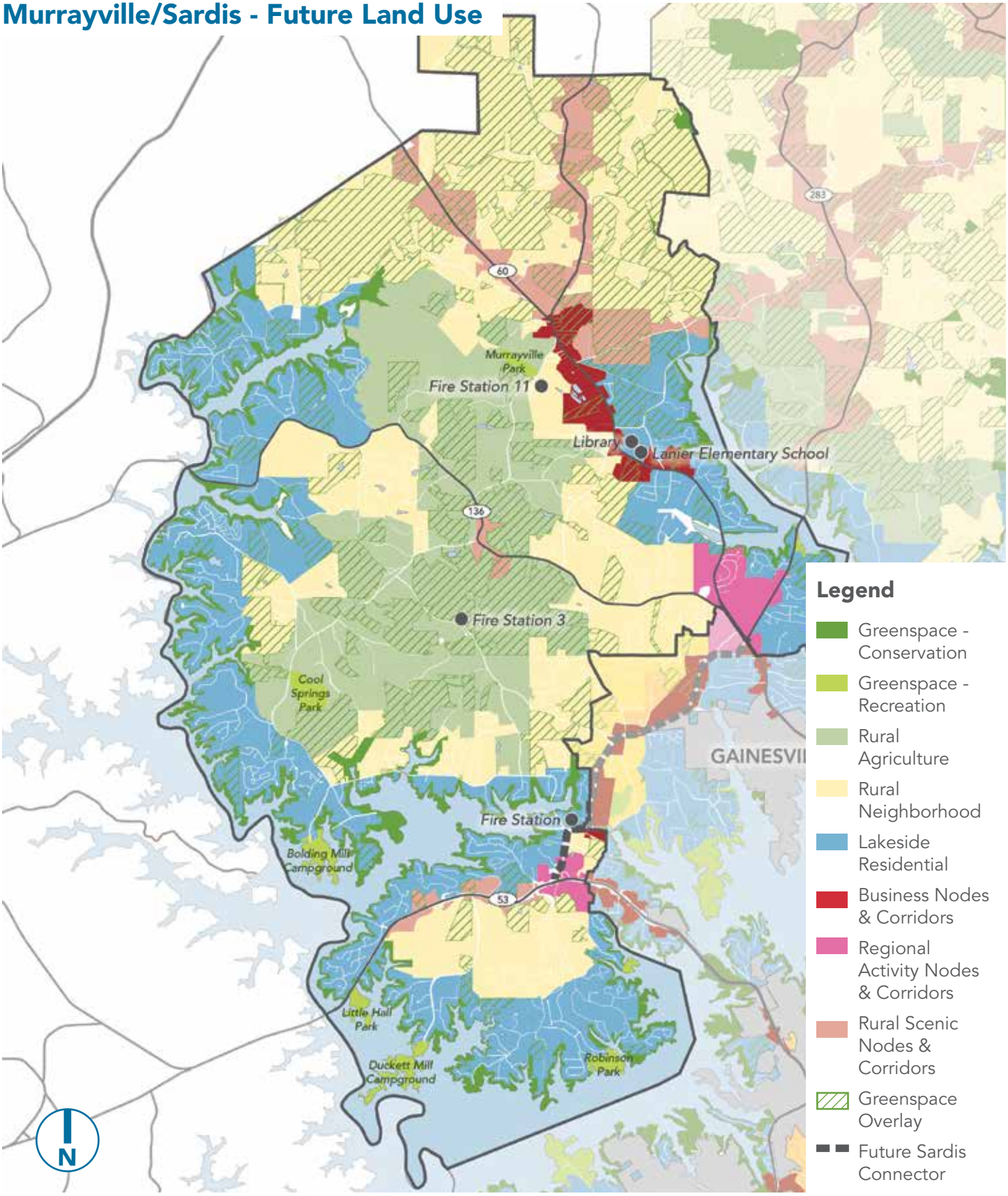
Vision

The Murrayville/Sardis community places a paramount emphasis on maintaining its rural, tranquil charm through preserving its sense of safety and natural features. The community also wants to ensure affordable housing options, prevent suburbanization, improve road conditions, and mend other infrastructure woes. By concentrating growth exclusively along SR 60/Thompson Bridge Road, as it has existing and planned infrastructure and the beginnings of a regional activity center, the County can preserve the rural character that is important to the residents in the Murrayville/Sardis area.

Supporting Ideas

- **Community Identity and Rural Charm.** The community strongly values its rural identity and seeks to maintain it by opposing over-commercialization and unwarranted growth. They want to retain the peaceful and rustic feel that drew them to the area.
- **Affordable Housing and Growth.** Residents in this area are deeply concerned about housing affordability, particularly for younger individuals and starter households. They emphasize a strong desire to limit future development to ensure that existing infrastructure isn't overwhelmed and rural character is preserved.
- **Quality of Life.** To ensure that those living in Murrayville/Sardis have the quality of life they have come to expect, access to services should be prioritized, including ensuring that there are adequate shopping and restaurants, housing for seniors, parks, libraries, schools, etc.
- **Visual Aesthetics and Architectural Quality.** When and where new development is built, the existing visual character of the area should be preserved and enhanced. Housing and commercial developments should be aesthetically pleasing.
- **Sustainability and Conservation.** There is a desire to uphold ongoing sustainability and conservation efforts through the preservation of greenspace and trees.
- **Balanced Growth.** New development or redevelopment in Murrayville/Sardis should avoid the urban sprawl that has occurred in other areas of the county. Balanced growth can occur while preserving the aspects of community character that residents enjoy through thoughtful zoning and development practices. The establishment of small scale mixed-use developments can promote walkability and access to local amenities should be prioritized where noted in the Future Development Strategy.
- **Sardis Connector.** Concentrating new growth along the future Sardis Connector can ensure new development in this area is supported by the necessary transportation and sewer infrastructure. This will allow the remainder of the Murrayville Sardis area to retain its rural charm while developing new amenities for the community. Land developed or redeveloped in the Regional Activity Nodes at the intersections with SR 60/Thompson Bridge Road and SR 53/Dawsonville Highway may do so at a lesser intensity in the Murrayville/Sardis Character Area than in other areas of the county.

Murrayville/Sardis - Future Land Use



MURRAYVILLE/SARDIS

Tying It Back to Growth...

Under this future land use strategy, Murrayville/Sardis can expect up to 5,300 new households before 2050 if land is developed or redeveloped to the highest density allowed by zoning. To ensure quality of life, this means that:

- Hall County will need to build or set aside up to 135 additional acres of programmed parks and/or greenspace (assuming 8.5 acres per new 1,000 residents).
- Hall County Schools will need to accommodate up to 2,500 additional students in this area.
- Anywhere between 1,800 and 7,000 additional vehicles will be on the road (assuming 1.7 cars per new household).

Key Strategies

- Continue to protect greenspace.
- Explore ways to expand infrastructure to Murrayville/Sardis to keep up with increased growth pressures while maintaining rural character.
- Until infrastructure can fully catch up to the demands of new development, limit new greenfield development.
- Prioritize higher density developments along SR 60/Thompson Bridge Road and at the intersection of the new Sardis Connector with SR 53/Dawsonville Highway.

Murrayville/Sardis Future Land Use & Zoning Compatibility

Future Land Use	AG-1	AR-1	V-C	R-1-L	R-1	R-TF	R-SF	R-TH	R-X	R-MF	MHP	O-I	S-S	H-B	M-U	I-1	I-2	PD
Greenspace - Recreation	X	X	X	X	X													X
Greenspace - Conservation	X	X	X	X	X													X
Rural Agriculture	X	X		X														X
Rural Neighborhood	X	X		X														X
Lakeside Residential	X	X	X	X	X													X
Business Nodes & Corridors												X	X	X	X	X		X
Rural Scenic Nodes & Corridors	X	X										X	X	X		X		X
Regional Activity Nodes & Corridors												X	X	X	X			X


MURRAYVILLE
AUTO
PARTS


CENKI
noodles & sushi



GAINESVILLE AREA

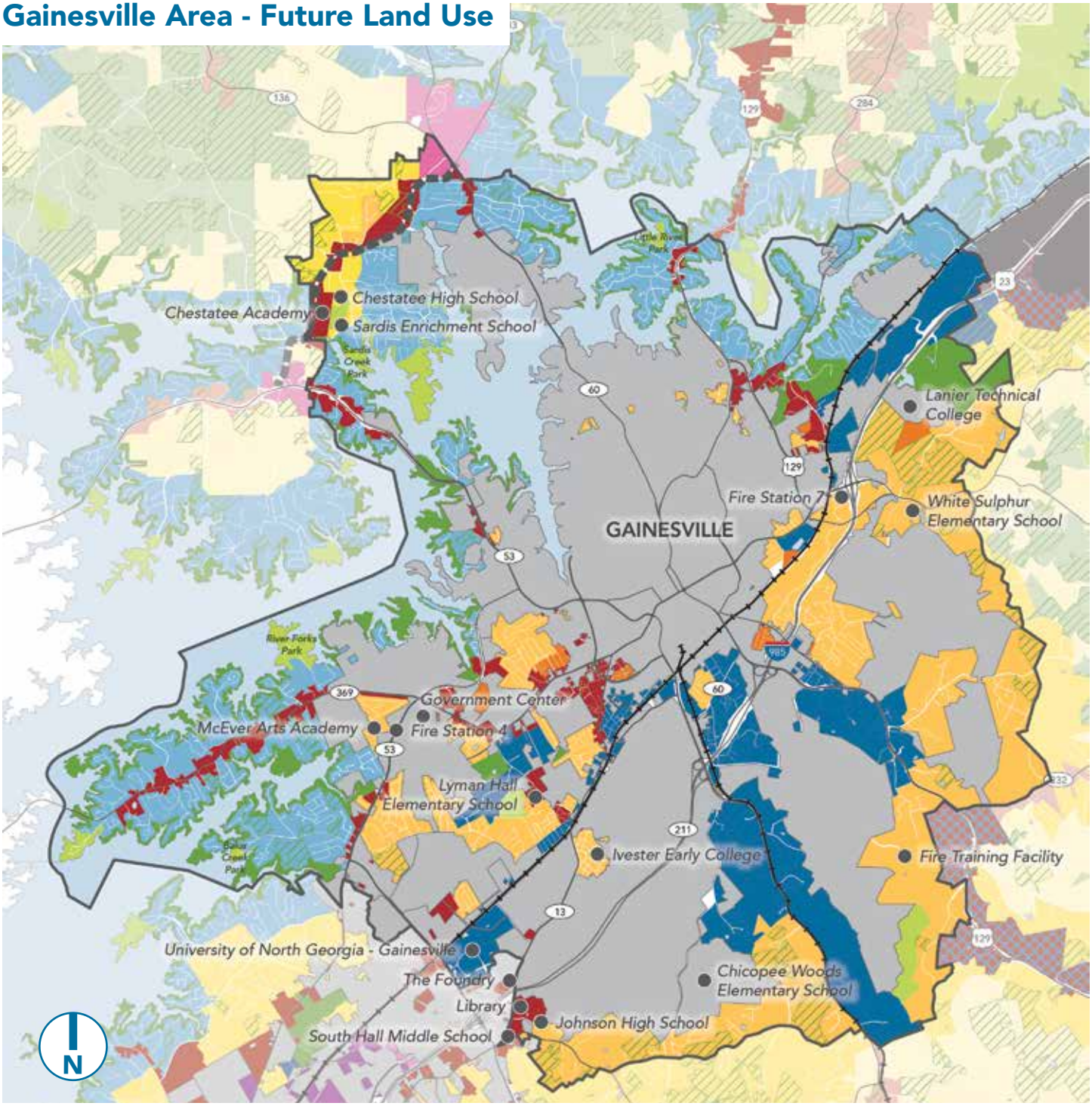
Vision

The vision for the area surrounding Hall County's largest city is one of a dynamic, well-balanced community that prioritizes thoughtful development. This vision is one that promotes a vibrant, engaging, and sustainable future for residents and newcomers alike.

Supporting Ideas

- **Infrastructure and Safety.** When possible, new development and redevelopment should address road safety and safe pedestrian access around schools and neighborhoods. Transportation improvements should focus on enhancing traffic flow and pedestrian safety.
- **Recreational Spaces.** The community's love for recreational spaces underscores the need to continue fostering outdoor activities and safe pedestrian movement.
- **Housing and Development.** Housing in the Gainesville Area should be complementary of what's already being provided in the city, while also fitting into the context of neighboring communities in other character areas. Higher density housing should be prioritized, especially in areas that have access to major roads and sewers.
- **Environmental Preservation.** New development should put emphasis on preserving tree cover and promoting green infrastructure and best practices to keep the environment not only healthy, but attractive as well.
- **Managing Growth.** Balancing growth will be critical for this area. The City of Gainesville and the surrounding areas are expected to take in much of the new growth projected for Hall County, meaning that the development of new residential needs to limit overpopulation in constrained areas and consider the impact on services such as schools, police, sewer and water, and social support systems. New development should be well-planned with infrastructure and density thoughtfully balanced to ensure long-term cohesion.
- **Attainable Housing.** Like other areas in Hall County, improved housing quality and availability should be prioritized for low to middle-income households.
- **Sardis Connector.** The new Sardis Connector's expanded transportation infrastructure offers an opportunity to accommodate future growth while preserving the rural character of nearby areas. Development or redevelopment along the Sardis Connector and at the intersections with SR 53/ Dawsonville Highway and SR 60/Thompson Bridge Road may occur at a lower intensity compared to other parts of the county.

Gainesville Area - Future Land Use



Legend

- Greenspace - Conservation
- Greenspace - Recreation
- Lakeside Residential
- Suburban Neighborhood, Low Density
- Suburban Neighborhood, Medium Density
- Suburban Multifamily
- Business Nodes & Corridors
- Employment Nodes & Corridors
- Regional Activity Nodes & Corridors
- Greenspace Overlay
- Future Sardis Connector

GAINESVILLE AREA

Tying It Back to Growth...

Under this future land use strategy, the Gainesville area (not the City itself) can expect to see up to 16,500 new households before 2050 if land is developed or redeveloped to the highest density allowed by zoning. To ensure quality of life, this means that:

- Hall County will need to build or set aside up to 400 additional acres of programmed parks and/or greenspace (assuming 8.5 acres per 1,000 new residents).
- Hall County Schools will need to accommodate up to 8,000 additional students in this area.
- Up to 28,000 additional vehicles will be on the road (assuming 1.7 cars per new household).

Key Strategies

- Continue working with the City of Gainesville to coordinate land use planning efforts, solve code enforcement issues on the city boundaries, and provide joint services like water and sewer.
- Establish a joint program with the City of Gainesville to address housing attainability through the Georgia Initiative for Community Housing (GICH) program.
- Continue efforts to fully construct the Highlands to Islands Trails system.
- Ensure that new development along the new Sardis Connector fits in with the character of the surrounding area while meeting the needs of the community.
- Consider public/private partnerships to develop quality residential near the Sardis Connector.

Gainesville Area Land Use & Zoning Compatibility Table

Future Land Use	AG-1	AR-1	V-C	R-1-L	R-1	R-TF	R-SF	R-TH	R-X	R-MF	MHP	O-I	S-S	H-B	M-U	I-1	I-2	PD
Greenspace - Recreation	X	X	X	X	X						X							X
Greenspace - Conservation	X	X	X	X	X						X							X
Lakeside Residential	X	X	X	X	X	X	X	X	X									X
Suburban Neighborhood, Low-Density	X	X	X	X	X													X
Suburban Neighborhood, Medium-Density	X	X	X	X	X	X	X	X	X									X
Suburban Multi-Family	X	X	X	X	X	X	X	X	X	X								X
Business Nodes & Corridors												X	X	X	X	X		X
Employment Nodes & Corridors												X	X	X	X	X	X	X
Regional Activity Nodes & Corridors	X	X	X	X	X	X	X	X	X	X		X	X	X	X			X







Note: Images are for example purposes only and may not be located in unincorporated Hall County.

THE SARDIS CONNECTOR

The Sardis Connector will provide a four-lane divided roadway between SR 60/Thompson Mill Road to the north and SR 53/Dawsonville Highway to the south. The road will have sidewalks on both sides. Like any new roadway, the Sardis Connector has the potential to bring with it new development along its right-of-way. The Connector provides an opportunity for Hall County to coordinate land use and development with infrastructure.

The areas along the Connector and its intersections with SR 60/Thompson Mill Road and SR 53/ Dawsonville Highway will need extra attention as plans begin to emerge from developers and builders. The comprehensive plan assigns "Regional Activity Nodes & Corridors" to the major intersections and "Business Nodes & Corridors" to the areas that front the road between them as they provided the necessary level of flexibility. However, because of concerns about the interaction between land use and infrastructure, the community desires additional scrutiny when deciding what types of development should be approved.

This comprehensive plan recommends that Hall County undergo a public small area planning process that will then inform a zoning overlay for the area shown on page 185. Until those recommendations are codified, the community has set forth the following as their vision for the Sardis Connector:

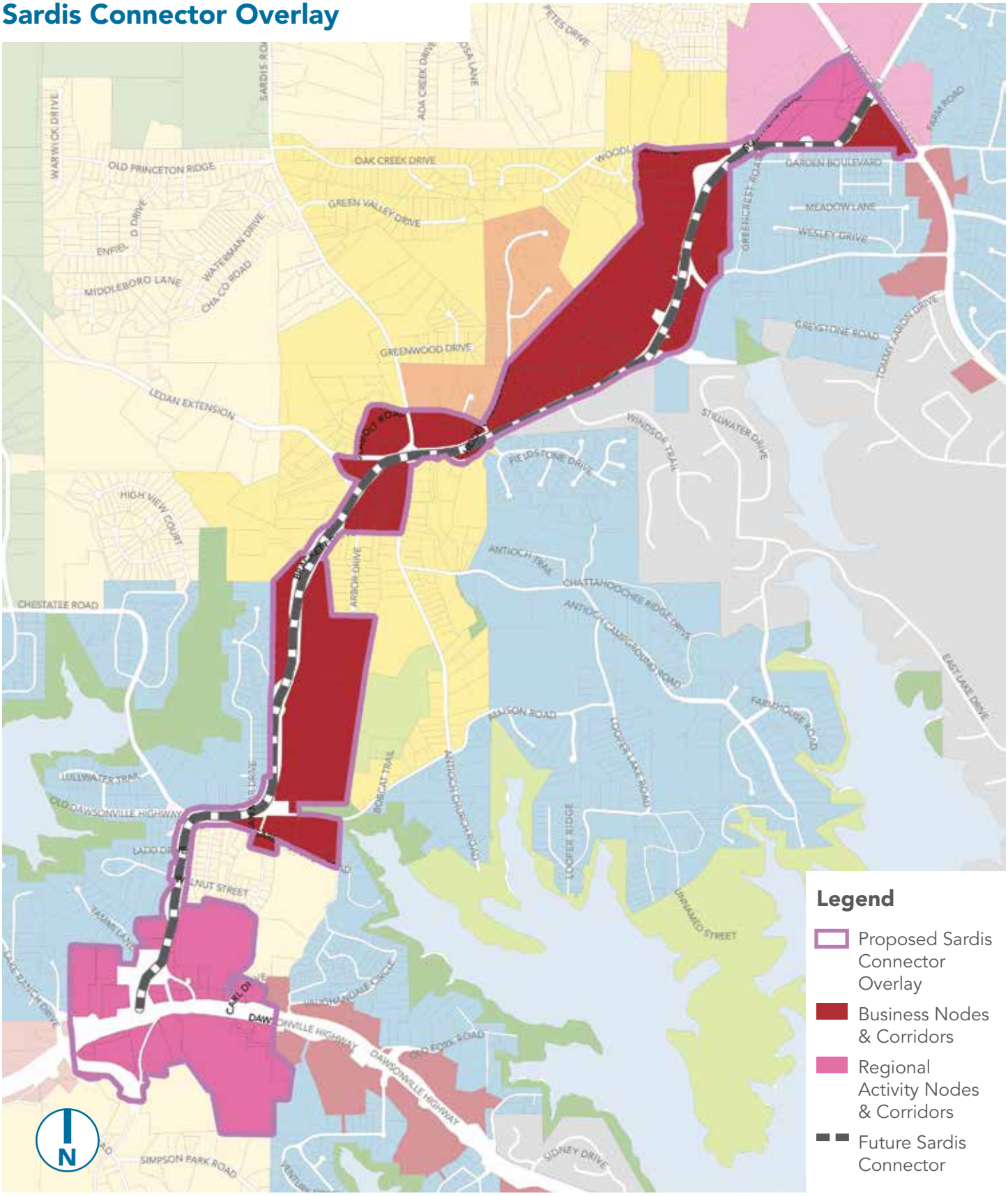
What the Community Supports

- Appropriately scaled development that fits in with the context of the area
- A "county crossroads" style of development for the central node
- Well-defined gateways
- Parks and greenspaces
- A mix of residential and commercial development clustered around greenspace
- Activated uses
- Alley-loaded residential
- Buildings oriented to streets and sidewalks
- Buffers from traffic
- Quality architecture and landscape design
- Walkability
- Rooftop spaces

What the Community Doesn't Support

- Tall buildings
- Townhouses that have no variation between buildings
- Parks and greenspace directly adjacent to high-traffic areas
- Parking that is visually prominent (along roads, in front of buildings, etc.)
- Housing types that don't match with the surrounding residential areas or are too great in cost/value.

Sardis Connector Overlay



EAST HALL

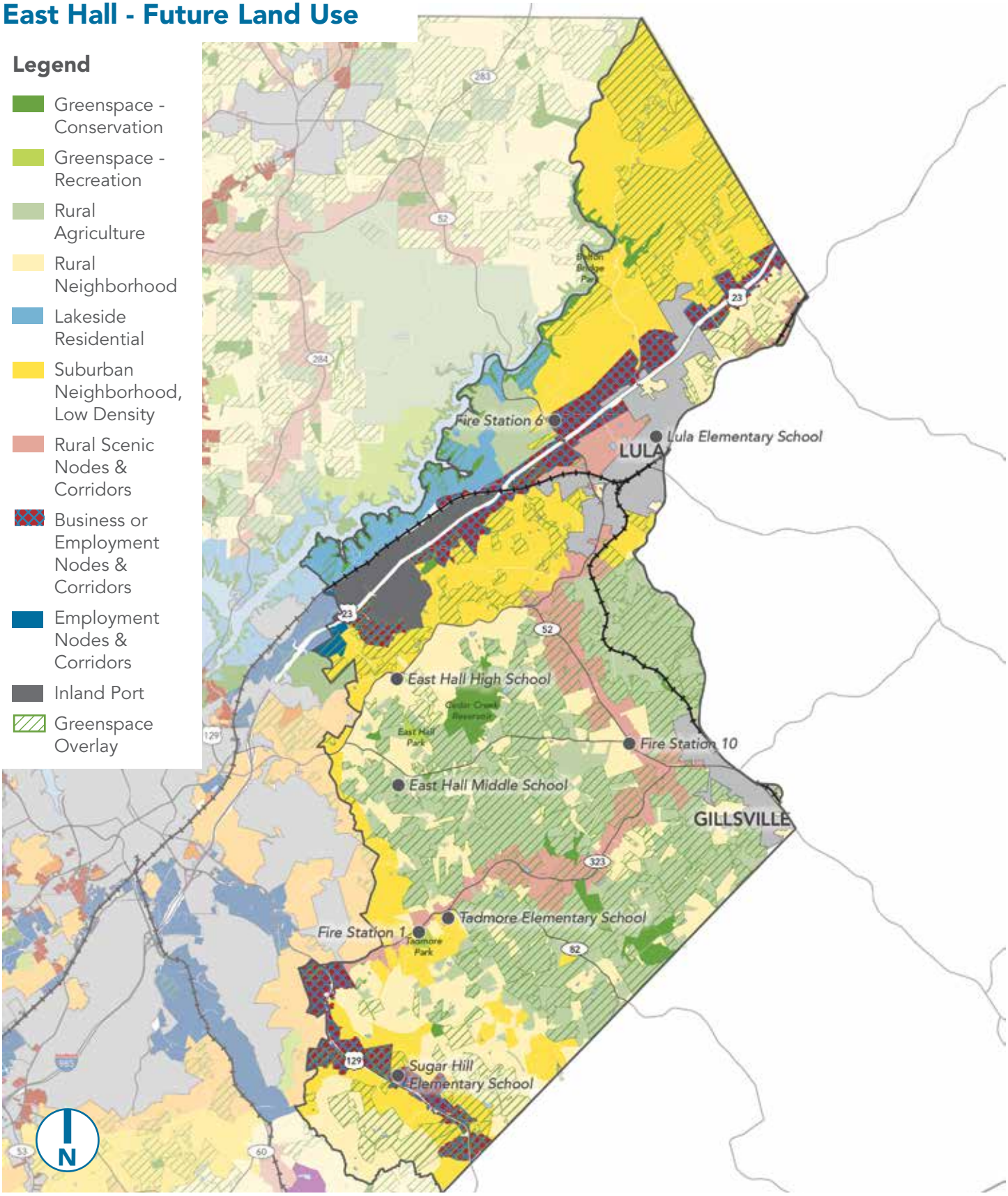
Vision

The East Hall community envisions a future that upholds its distinct identity while promoting responsible growth, safety, and environmental preservation, particularly around the new Inland Port. A focus on attainability, cleanliness, and access to quality services reflects East Hall's commitment to a high quality of life for all of its residents.

Supporting Ideas

- **Development of the Inland Port.** The new Inland Port along SR 365/Cornelia Highway will bring with it new industrial development along with the potential for supportive businesses and housing for its employees. New industrial, commercial, and residential development should be prioritized near the Inland Port to take advantage of available and soon-to-be available sewer services and preserve open space and agricultural lands elsewhere in East Hall.
- **Smart Transportation Solutions.** Traffic flow and safety on key roads should be improved by implementing well-designed intersections and traffic management strategies to create a smoother travel experience. New development should be prioritized along four-lane roads that can support additional vehicles.
- **Beautification and Neighborhood Improvement.** Prioritizing code enforcement should increase the attractiveness of its neighborhoods.
- **Housing Diversity Through Zoning.** The community recognizes the importance of maintaining the character of its neighborhoods. The County should implement zoning regulations that help the East Hall area ensure balanced development, prevention of overcrowding, and housing diversity, while respecting the natural surroundings.
- **Environmental Stewardship.** New developments should strive to maintain the beauty of the landscape, protect wildlife habitats, and preserve the overall well-being of its surroundings.
- **Quality Housing and Amenities.** New residential developments should be in the form of thoughtfully designed neighborhoods that prioritize green spaces, recreational facilities, and high-quality houses. East Hall aims to attract residents seeking a country feel with quality living and vibrant amenities.
- **Balanced Commercial Growth.** To encourage economic development throughout East Hall, new commercial development should ensure a mix of businesses that cater to residents' needs, fostering livability while honoring its more rural character.

East Hall - Future Land Use



EAST HALL

Tying It Back to Growth...

Under this future land use strategy, East Hall can expect to see up to 14,500 new households before 2050 if land is developed or redeveloped to the highest density allowed by zoning. To ensure quality of life, this means that:

- Hall County will need to build or set aside up to 350 additional acres of programmed parks and/or greenspace (assuming 8.5 acres per 1,000 new residents).
- Hall County Schools will need to accommodate up to 7,000 additional students in this area.
- Anywhere between 9,000 and 25,000 additional vehicles will be on the roads (assuming 1.7 cars per new household).

Key Strategies

- Continue updating and implementing the North Hall Sewer System master plan to ensure the success of new development in and around the Inland Port.
- Leverage the North Oconee Water Supply Watershed Protection Overlay District to continue environmental protection efforts.
- Conduct a corridor development study for SR 365/Cornelia Highway to determine optimal industrial capacity, the best industries to locate along them, the impacts to infrastructure, and propose alternative locations for new industry.
- Prioritize locating new parks and recreational facilities in this area.

East Hall Future Land Use & Zoning Compatibility Table

Future Land Use	AG-1	AR-1	V-C	R-1-L	R-1	R-TF	R-SF	R-TH	R-X	R-MF	MHP	O-I	S-S	H-B	M-U	I-1	I-2	PD
Greenspace - Recreation	X	X	X	X	X						X							X
Greenspace - Conservation	X	X	X	X	X						X							X
Rural Agriculture	X	X		X														X
Rural Neighborhood	X	X		X														X
Lakeside Residential	X	X	X	X	X													X
Suburban Neighborhood, Low-Density	X	X	X	X	X													X
Rural Scenic Nodes & Corridors	X	X										X	X	X		X		X
Business or Employment Nodes & Corridors												X	X	X	X	X	X	X
Employment Nodes & Corridors												X	X	X	X	X	X	X
Inland Port																	X	X







Note: Images are for example purposes only and may not be located in unincorporated Hall County.

CHESTNUT MOUNTAIN/CANDLER

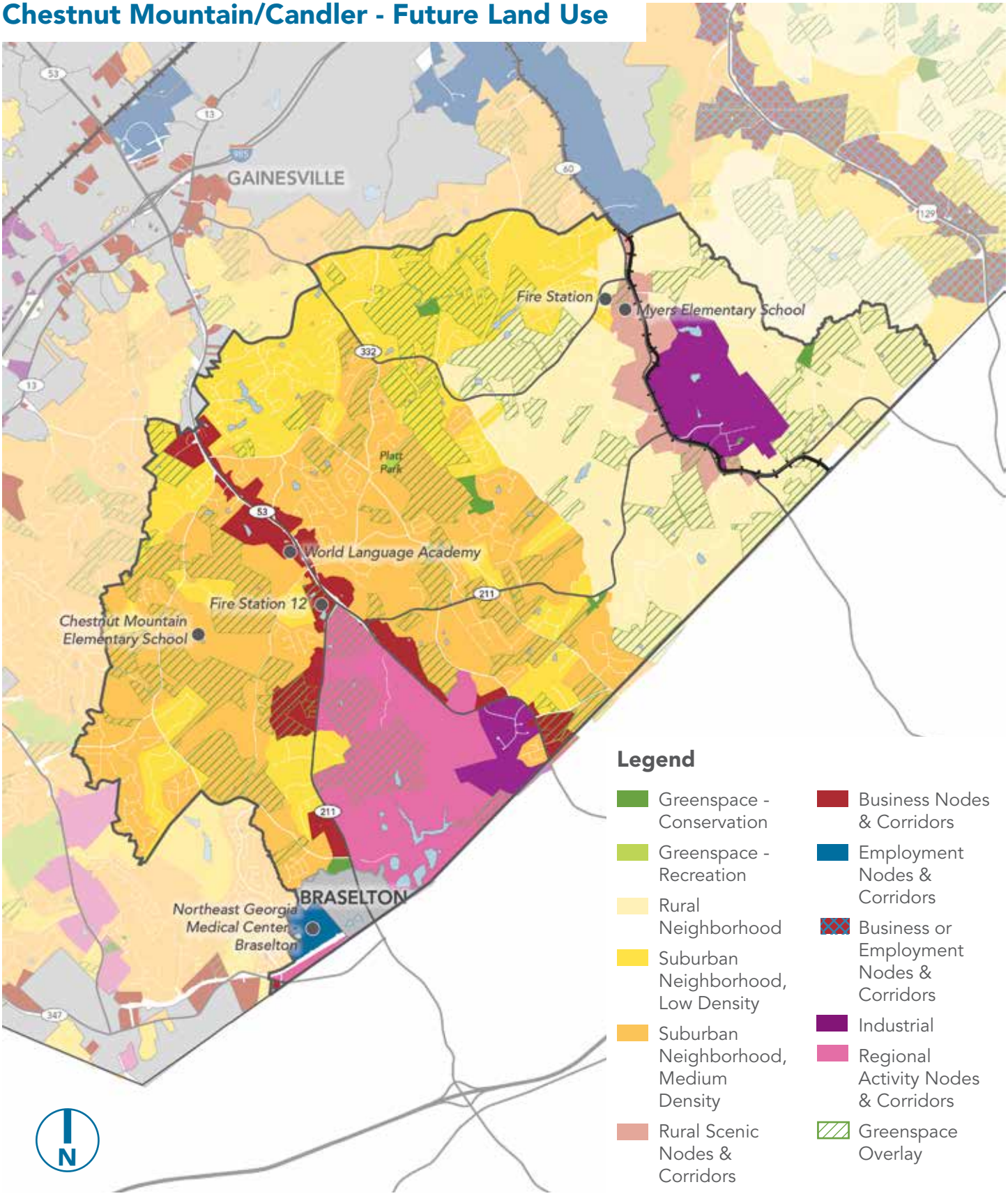
Vision

Although the Chestnut Mountain/Candler area is one of Hall County's fastest growing areas, the community envisions a balanced future that upholds the area's rural and suburban charm while strategically incorporating the growth that is coming through thoughtfully designed, high-quality developments. With a commitment to preserving its natural beauty and enhancing the well-being of its residents, this area seeks to create an environment that reflects its distinctive character.

Supporting Ideas

- **Balanced Planning and Zoning.** The Chestnut Mountain/Candler area is at a crossroads: situated between the ever-growing South Hall and Gainesville areas and a fast-growing Jackson County, this area will absorb a significant portion of the county's growth in the coming years, highlighting the importance of planning and zoning that is aligned with the area's wishes for balanced growth. With a focus on preserving open spaces and avoiding over-development where there is no infrastructure to support it, the Chestnut Mountain/Candler area seeks to create a flourishing and sustainable environment for new growth.
- **Educational Access and Efficiency.** It is imperative that the County and the Hall County Board of Education continue to have conversations about growth's future effects on enrollment. New schools should be sited so that they minimize travel times and provide convenient access.
- **Safety and Services.** The Chestnut Mountain/Candler area values the safety and security of its residents. The preservation and growth of law enforcement and fire/paramedic services will be prioritized to ensure public safety and rapid emergency response to both established and fast-growing communities.
- **Balanced Commercial Growth.** While promoting responsible development best practices, Chestnut Mountain/Candler will maintain a balance between commercial growth and the preservation of its rural charm. Shopping and dining options that cater to various preferences and provide an enriching experience should be prioritized.
- **Infrastructure and Connectivity.** Chestnut Mountain/Candler recognizes the need for well-planned infrastructure to support its growth. Future improvements should enhance connectivity and accommodate increasing traffic demands**.**
- **Environmental Stewardship.** The community values the importance of protecting its natural areas, particularly greenspace. With an emphasis on environmental responsibility, Chestnut Mountain/Candler will strive to balance new development with preservation.
- **Neighborhood Development.** The community envisions a blend of neighborhoods with diverse housing options that cater to different income levels. It seeks to enhance the quality of life for its residents by promoting well-designed, comfortable, and aesthetically pleasing residential areas.

Chestnut Mountain/Candler - Future Land Use



CHESTNUT MOUNTAIN/CANDLER

Tying It Back to Growth...

Under this future land use strategy, Chestnut Mountain/Candler can expect to see up to 18,000 new households before 2050 if land is developed or redeveloped to the highest density allowed by zoning. To ensure quality of life, this means that:

- Hall County will need to build or set aside up to 450 additional acres of programmed parks and/or greenspace (assuming 8.5 acres per new 1,000 residents).
- Hall County Schools will need to accommodate up to 8,500 additional students in this area.
- Anywhere between 12,500 and 31,000 additional vehicles will be on the roads (assuming 1.7 cars per new household).

Key Strategies

- Continue working with the Cities of Gainesville and the Town of Braselton to coordinate land use planning efforts, solve code enforcement issues and provide joint services where necessary.
- Prioritize the creation of new parks and recreational facilities in this area.
- Continue updating and implementing the South Hall Sewer System master plan.
- Continue to plan for commercial and industrial growth along SR 53 and SR 60/Candler Road.

Chestnut Mountain/Candler Future Land Use & Zoning Compatibility Table

Future Land Use	AG-1	AR-1	V-C	R-1-L	R-1	R-TF	R-SF	R-TH	R-X	R-MF	MHP	O-I	S-S	H-B	M-U	I-1	I-2	PD
Greenspace - Recreation	X	X	X	X	X						X							X
Greenspace - Conservation	X	X	X	X	X						X							X
Rural Neighborhood	X	X		X														X
Suburban Neighborhood, Low-Density	X	X	X	X	X													X
Suburban Neighborhood, Medium-Density	X	X	X	X	X	X	X	X	X									X
Rural Scenic Nodes & Corridors	X	X										X	X					X
Business Nodes & Corridors												X	X	X	X	X		X
Employment Nodes & Corridors												X	X	X	X	X	X	X
Industrial												X	X	X	X	X	X	X
Regional Activity Centers	X	X	X	X	X	X	X	X	X	X		X	X	X	X			X


STARBUCKS
COFFEE





SOUTH HALL

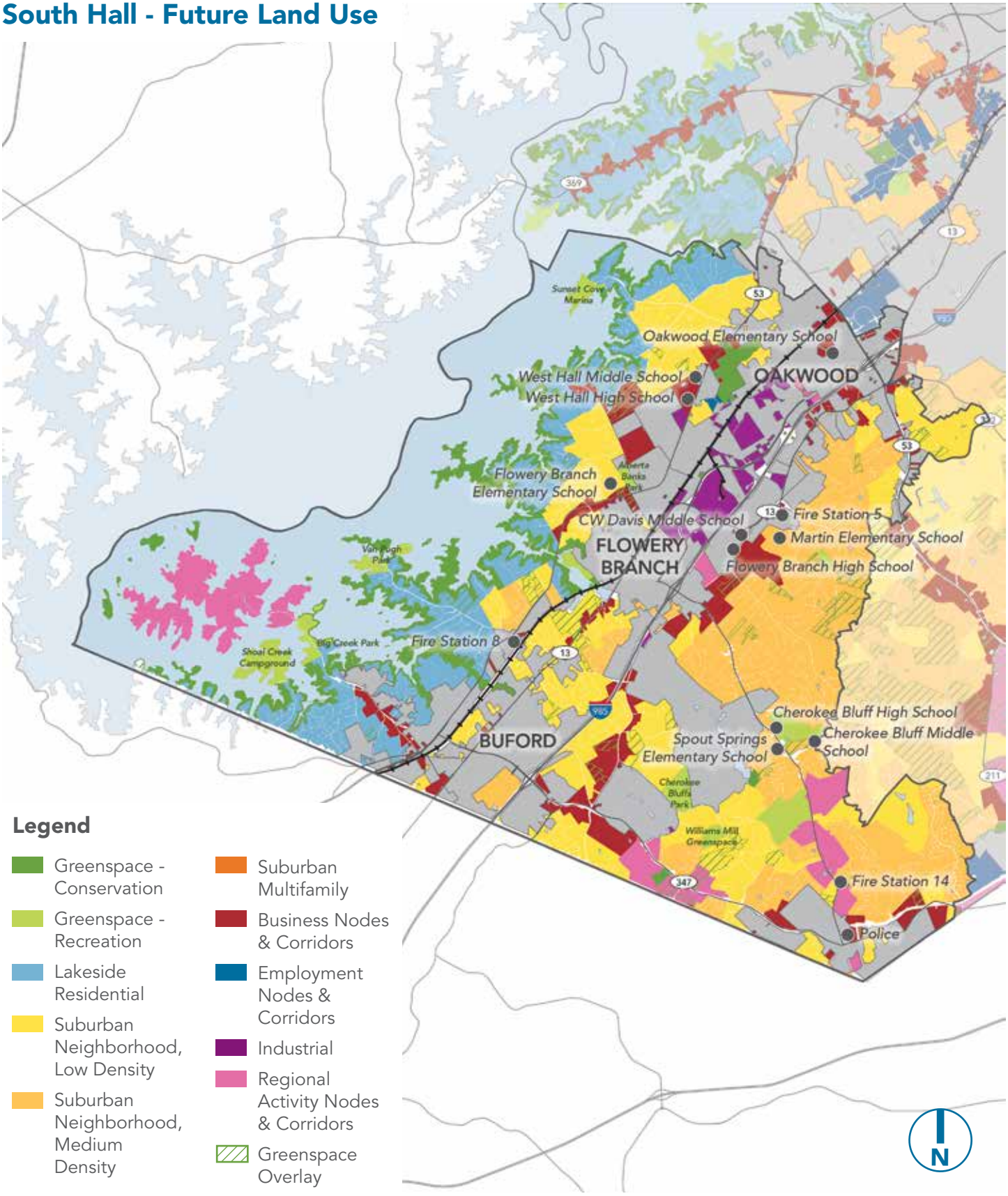
Vision

The vision for South Hall is to foster growth and development that realigns the balance between residential and non-residential areas and creates a unique, suburban character. To achieve this balance, infrastructure, housing, and conservation must be strategically planned in a way that respects the needs and desires of its diverse population. This would set the area up to become a model for responsible and prosperous development in the region.

Supporting Ideas

- **Regional Collaboration and Informed Planning.** Recognizing the intergovernmental impacts of decisions, South Hall aims to establish a platform for collaboration between the Cities of Buford, Flowery Branch, and Oakwood to better enhance planning outcomes and ensure a holistic approach to land development.
- **Livable Communities.** South Hall endeavors to promote development that prioritizes the creation of vibrant, connected neighborhoods with efficient traffic flow. Mindful of congestion and commute times, the community seeks solutions that enhance daily life for residents and minimize negative impacts.
- **Preservation of Greenspace and Character.** What was once considered a quiet area has experienced a spillover of growth from neighboring Gwinnett County, causing rapid suburbanization. Continuing to preserve South Hall's natural beauty is paramount to existing residents. A focus on balanced development, reduced tree cutting, and integration of green spaces into neighborhoods will ensure a harmonious coexistence of nature and urban spaces.
- **Quality Housing and Affordability.** South Hall should continue to offer diverse housing options, including housing affordable for all income levels. Prioritizing incremental development, the community will ensure that its housing supply is aligned with programmed and future infrastructure projects, maintaining housing affordability and economic stability.
- **Quality of Community Resources.** South Hall's growth plan will seek to accommodate the needs of the school system, healthcare facilities, and road networks to support a thriving environment for residents of all ages. It is imperative that the County and the Hall County Board of Education continue to have conversations about growth's future effects on enrollment.
- **Balanced Urbanization.** New development in South Hall should avoid the pitfalls of the urban sprawl that has plagued the area for decades. With thoughtful zoning and development practices, responsible growth can occur while preserving the aspects of community character that residents enjoy. The establishment of mixed-use and mixed-density developments to promote walkability and access to local amenities should be prioritized where noted in the Future Development Strategy. With a focus on well-designed spaces, South Hall will create environments that cater to both residents and businesses.
- **Environmentally Responsible Growth.** South Hall should continue to protect its natural resources and open spaces. By adopting sustainable practices, enforcing tree ordinances, and minimizing pollution, the environment's health and longevity can be preserved.

South Hall - Future Land Use



SOUTH HALL

Tying It Back to Growth...

Under this future land use strategy, South Hall can expect to see up to 15,000 new households before 2050 if land is developed or redeveloped to the highest density allowed by zoning. To ensure quality of life, this means that:

- Hall County will need to build or set aside up to 400 additional acres of programmed parks and/or greenspace (assuming 8.5 acres per new 1,000 residents).
- Hall County Schools will need to accommodate up to 7,000 additional students in this area.
- Anywhere between 12,000 and 26,000 additional vehicles will be on the roads (assuming 1.7 cars per new household).

Key Strategies

- Continue working with the Cities of Flowery Branch, Oakwood, and Buford as well as the Town of Braselton to coordinate land use planning efforts, solve code enforcement issues and provide joint services where necessary.
- Continue updating and implementing the South Hall Sewer System master plan.
- Continue efforts to fully construct the Highlands to Islands Trails system and explore other opportunities for regional trail connections.
- Promote the construction of new sidewalk connections in new developments.
- Prioritize fixing transportation issues along McEver Road, Mundy Mill Road, SR 347/ Friendship Road, Spout Springs Road, and SR 13/Atlanta Highway.

South Hall Future Land Use & Zoning Compatibility Table

Future Land Use	AG-1	AR-1	V-C	R-1-L	R-1	R-TF	R-SF	R-TH	R-X	R-MF	MHP	O-I	S-S	H-B	M-U	I-1	I-2	PD
Greenspace - Recreation	X	X	X	X	X						X							X
Greenspace - Conservation	X	X	X	X	X						X							X
Rural Neighbourhood	X	X		X														X
Lakeside Residential	X	X	X	X	X	X	X	X	X									X
Suburban Neighborhood, Low-Density	X	X	X	X	X													X
Suburban Neighborhood, Medium-Density	X	X	X	X	X	X	X	X	X									X
Rural Scenic	X	X										X	X	X		X		X
Business Nodes & Corridors												X	X	X		X		X
Employment Nodes & Corridors												X	X	X	X	X	X	X
Industrial												X	X	X	X	X	X	X
Regional Activity Centers	X	X	X	X	X	X	X	X	X	X		X	X	X	X			X









Note: Images are for example purposes only and may not be located in unincorporated Hall County.

Future Land Use & Infrastructure Alignment

A common theme of this plan is aligning future development with infrastructure. The key to Hall County's future land use strategy being successful is ensuring that infrastructure, particularly sewer, will be able to keep up with both population and employment growth in the coming years.

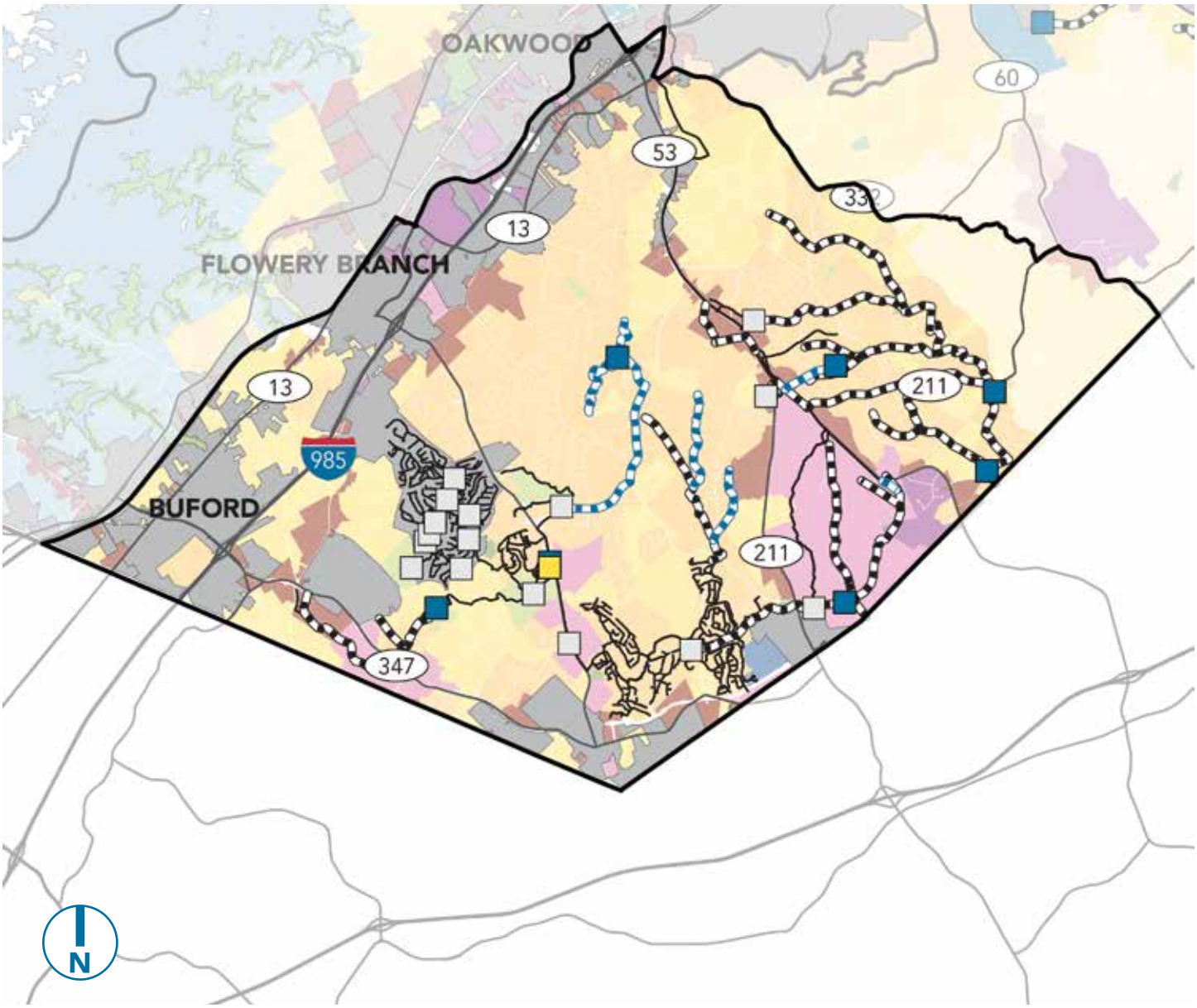
To develop the future land use strategy outlined in this plan, the County's most recent update of the *Sewer System Master Plan & Rate Study* was considered. Areas that were prioritized for sewer were marked for higher density development, provided that the fully built system's capacity could meet the excess demand. (See pages 65-67) for more information about the *Sewer System Master Plan & Rate Study.)* Pages 199 and 200 show the proposed sewer expansion by County Commission district overlaid onto the future land use map. The proposed sewer expansion does not occur in Commissioner Districts 2 and 4.

In Commissioner District 1, which encompasses most of South Hall and some of Chestnut Mountain/Candler, 35 miles of new County-built and developer-built sewer lines and eight new pump stations were proposed to address current deficiencies within the area and accommodate future growth. When fully built, it will provide an average daily flow of 4.7 million gallons per day, half of which is anticipated to serve existing and new residential areas. As it relates to the future land use strategy, sewer expansion will accommodate primarily areas marked for Suburban Neighborhood, Medium Density; Business Nodes & Corridors; and Regional Activity Nodes & Corridors. These areas will be able to accommodate the anticipated future growth as the expanded system is built. These new lines, when built, can provide a base for expansion beyond the year 2040 if and when additional growth is anticipated.

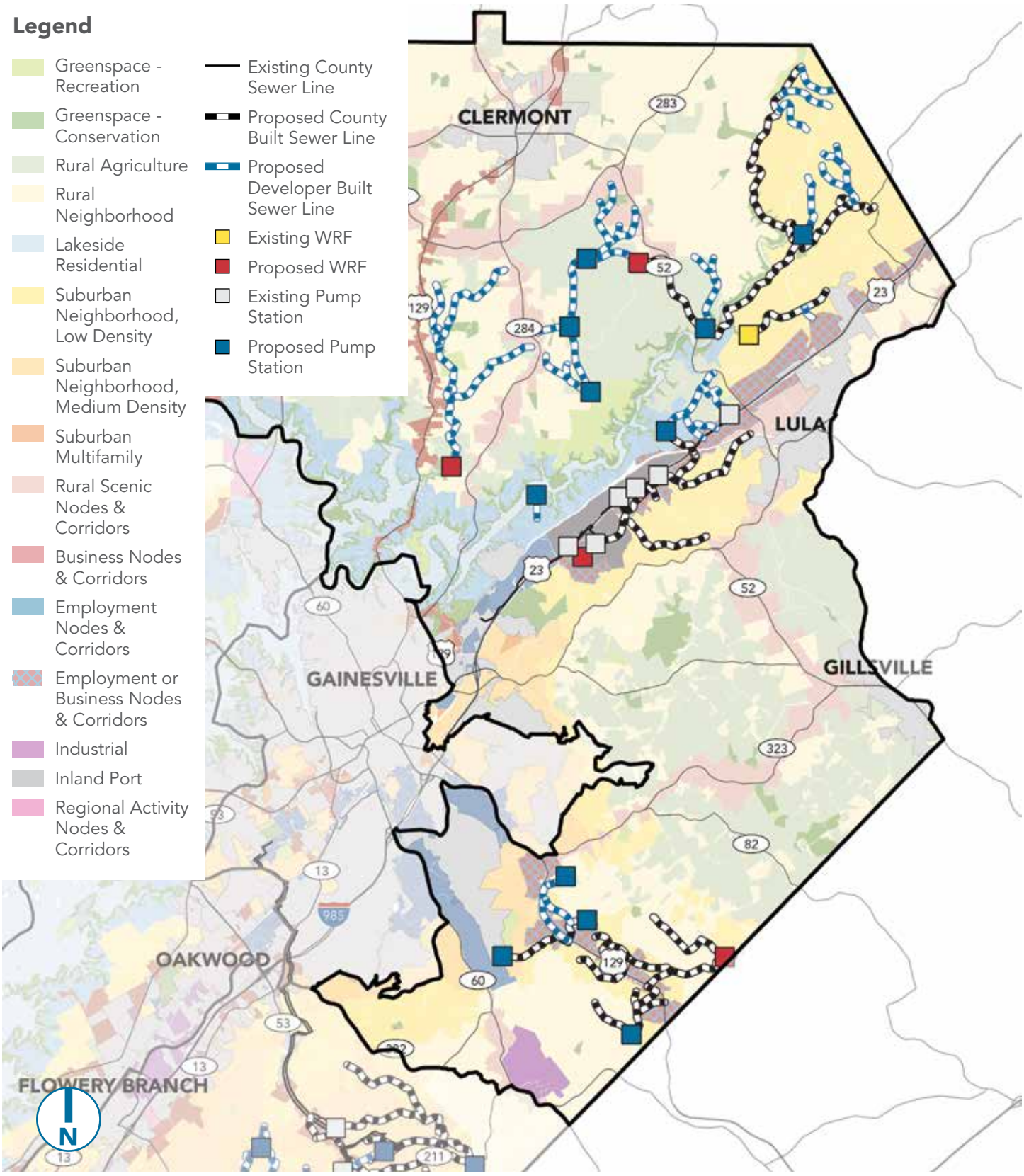
Future Land Use & Infrastructure Alignment - Commissioner District 1

Legend

- Greenspace - Recreation
- Greenspace - Conservation
- Rural Agriculture
- Rural Neighborhood
- Lakeside Residential
- Suburban Neighborhood, Low Density
- Suburban Neighborhood, Medium Density
- Suburban Multifamily
- Rural Scenic Nodes & Corridors
- Business Nodes & Corridors
- Employment Nodes & Corridors
- Employment or Business Nodes & Corridors
- Industrial
- Inland Port
- Regional Activity Nodes & Corridors
- Existing County Sewer Line
- Proposed County Built Sewer Line
- Proposed Developer Built Sewer Line
- Existing WRF
- Proposed WRF
- Existing Pump Station
- Proposed Pump Station

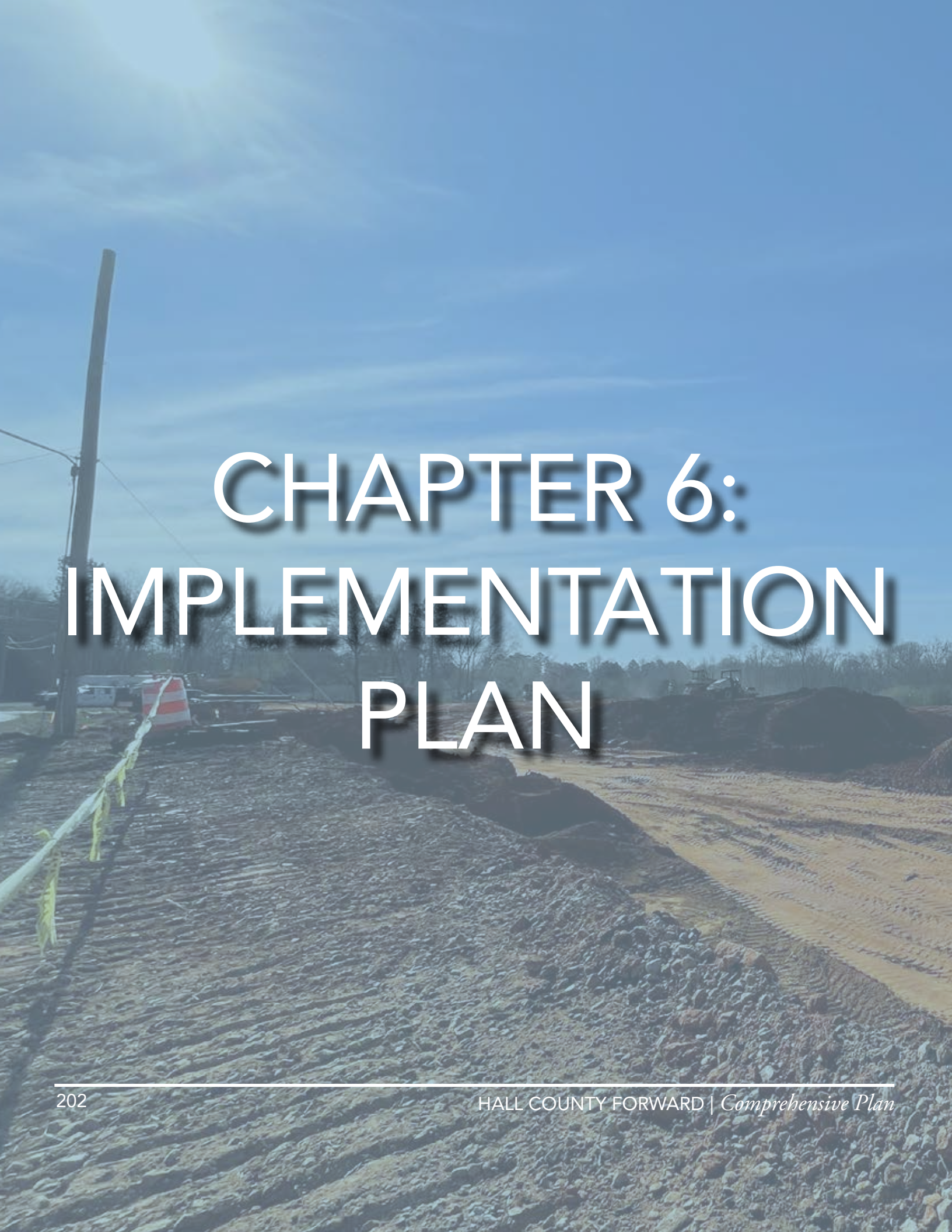


Future Land Use & Infrastructure Alignment - Commissioner District 3



In Commissioner District 3, which encompasses all of East Hall and North Hall, the remainder of Chestnut Mountain Candler, and portions of the Gainesville Area and Murrayville/Sardis, two areas were studied: North Hall and the Pond Fork Area. Together, they propose over 65 miles of new County-built and developer-built sewer lines, 12 new pump stations (one to be built by the City of Gainesville), 4 new water reclamation facilities (WRFs), and the purchase of additional capacity at Lula's Water Pollution Control Plant to address current deficiencies in the level of service and accommodate future growth, particularly employment-related growth. When fully built, both North Hall and Pond Fork will provide a combined average daily flow of 8.5 million gallons per day, with over 5 million gallons anticipated to serve residential areas, 2 million gallons serving commercial and industrial areas, and the remainder serving other land uses. As it relates to the future land use strategy, sewer expansion will accommodate primarily areas marked for Rural Neighborhoods; Suburban Neighborhood, Low Density; Business Nodes & Corridors; Employment Nodes & Corridors; and the Inland Port. These areas will be able to accommodate the anticipated future growth as the expanded system is built. These new lines, when built, can provide a base for expansion beyond the year 2040 if and when additional growth is anticipated, particularly as it relates to employment-related growth in and around the Inland Port and along SR 365/Cornelia Highway.





CHAPTER 6: IMPLEMENTATION PLAN



Success Through Collaboration **204**

Community Work Program **205**

Supplemental Plans **228**

Plan Maintenance **229**

Capital Improvement Element **229**

IMPLEMENTATION PLAN

To achieve the goals set forth in Chapter 4 and implement the future land use strategy in Chapter 5, a series of implementation steps will need to be pursued by Hall County. These actions will involve multiple stakeholders, including government agencies, community organizations, interest groups, and private sector partners. Funding for the various programs and initiatives must be secured through a combination of County resources, State and Federal dollars, grants, and public-private partnerships. The implementation timeline spans a period of 20 years with specific actions outlined for each goal and corresponding action item but pays special attention to the next 10 years.

Success Through Collaboration

Implementing this plan will require joint efforts that go beyond the county government. The success of this plan cannot rest on Hall County alone, even with the support of its various boards and commissions. The County should continue to maintain its supportive association with local experts and organizations to bring the vision to fruition while exploring new partnerships. This approach will continue to make the best use of government resources and yield better results through cooperation with the following groups.

County-Based Agencies & Organizations

- Gainesville-Hall County Economic Development Council
- Gainesville-Hall Metropolitan Planning Organization (GHMPO)
- Greater Hall Chamber of Commerce (GHCC)
- Hall Area Transit
- Hall County Convention & Visitor's Bureau
- Hall County Schools
- Northeast Georgia Latino Chamber of Commerce
- Vision 2030 Greenspace Committee

Other Public Agencies & Organizations

- Town of Braselton
- City of Buford
- Town of Clermont
- City of Flowery Branch
- City of Gainesville
- City of Gillsville
- City of Lula
- City of Oakwood
- Georgia Mountain Regional Commission
- Georgia Department of Transportation
- Georgia Environmental Protection Division (GAEPD)

Third Party Entities

- Chattahoochee Riverkeepers
- Hispanic Alliance
- Lake Lanier Association
- Lanier Technical College
- North Georgia Land Trust
- Northeast Georgia Health Systems
- The Arts Council
- United Way
- University of North Georgia - Gainesville
- University of Georgia Cooperative Extension Office

Consideration of Potentially Annexed Land

Many of the recommendations within this comprehensive plan involve the acquisition of property. Any potential acquisition of property should be carefully considered for their implications on annexation throughout Hall County. Hall County can proactively identify strategic areas where annexation considerations are especially relevant, particularly as they relate to conservation, health, and welfare of Hall County Citizens.

Community Work Program

The Community Work Program (CWP), shown on pages 200-219, identifies specific implementation actions the County and other entities intend to take over the next decade. The implementation of these projects will set forth the vision of *Hall County Forward* to balance population, economic, and employment growth with the desire to maintain rural character, greenspace, and natural resources.

For each action, the CWP outlines the following information:

- Brief description
- Timeframe for undertaking the activity (2025 through 2032)
- Estimated cost
- Responsible party for implementing the activity
- Funding source
- Any pertinent information related to the action.

Some actions described in the CWP will be ongoing—those that will be continually implemented over the next 10 years or in perpetuity. Examples include implementing existing plans with 10- to 20-year project timelines, like the GHMPO's Regional Plan, the Highlands to Islands Trail Plan, and the Sewer Plan. Other ongoing items include broader policies for County operations, protocols, and the creation of affordable housing. Approximately half of all tasks fall into this category. Other actions will have a targeted date for completion, and those are included in this Community Work Program. As these items are implemented, the County will need to remain flexible to ensure that the intent of this plan is preserved even as changing conditions and strategies require alternate solutions. This plan should be revisited and minor revisions be made in the 2032 timeframe to ensure its relevance, with a full update to follow in five to ten years.

Hall County 2024-2032 Community Work Program (WP)

Action Item	Estimated Timeframe							
	2025	2026	2027	2028	2029	2030	2031	2032
Growth Management								
Work with the Georgia Mountain Regional Commission (GMRC) and its participating counties to tackle regional issues with growth management.	X	X	X	X	X	X	X	X
Track the construction of new developments to ensure that growth is happening as projected and to update level of service projections.	X	X	X	X	X	X	X	X
Establish regular communication with Hall County Schools to share data on new construction and population estimates so that educational facilities can be updated or added to accommodate projected enrollment.	X	X	X	X	X	X	X	X
Prepare a Unified Development Code to update, consolidate, and streamline land use and development regulations and to support the goals of the Comprehensive Plan.	X							
Evaluate the effectiveness of the County's tree protection standards and identify potential amendments, as necessary.	X	X	X					
Evaluate the effectiveness of the County's Conservation Subdivision Design Option and identify potential amendments, as necessary.	X	X	X					
Evaluate zoning buffer standards to ensure they are sufficient where commercial or industrial uses abut residential properties and identify potential amendments, as necessary.	X	X	X					
Review use and outdoor storage/display standards in the Gateway Corridor Overlay District to identify appropriate locations and screening requirements.	X							
Assess compatibility of municipalities' corridor standards/design guidelines with the County's; identify any requirements that could enhance the quality of development in the county.	X	X	X					
Review existing regulations for impediments to special housing needs and opportunities such as senior housing, accessory dwelling units, and affordable housing.	X	X	X					
Amend regulations to reinforce infrastructure requirements for single-family development (based on commonly applied conditions of zoning).	X	X	X					
Update Gateway Corridor Overlay District standards to help blend existing and new development in rural areas, particularly along US-129/Cleveland Highway and SR 365/Cornelia Highway	X	X	X					

Estimated Cost	Responsible Party	Funding Source	Notes
Staff Time	Planning & Development; GMRC	Development Services Fund	Ongoing. Hall County Planning has partnered with GMRC to do a comprehensive plan update and ensure regional issues are considered in this plan.
Staff Time	Planning & Development	Development Services Fund	Ongoing. Hall County GIS has developed a dashboard to track approved rezonings, issued LDPs and issued building permits, This continue to be monitored and utilized in appropriate updates such as the level of service
Staff Time	Planning & Development; Hall County Schools	Development Services Fund	Ongoing. The school system was added to our tentative packet group where they are notified of upcoming rezoning applications that may imp[act the school system.
$25,000	Planning & Development	Development Services Fund	Completed. The UDC will continue to be refined as we evaluate its effectiveness for Hall County goals.
Staff Time	Planning & Development	Development Services Fund	Ongoing. Hall County will continue to evaluate this code section and suggest updates where appropriate.
Staff Time	Planning & Development; Consultant	Development Services Fund	Part of UDC scope - ongoing. Hall County will continue to evaluate this code section and suggest updates where appropriate.
Staff Time	Planning & Development; Consultant	Development Services Fund	Part of UDC scope - ongoing. Hall County will continue to evaluate this code section and suggest updates where appropriate.
Staff Time	Planning & Development; Consultant	Development Services Fund	Part of UDC scope - Complete
Staff Time	Planning & Development; Consultant	Development Services Fund	Part of UDC scope - ongoing. Hall County will continue to evaluate this code section and suggest updates where appropriate.
Staff Time	Planning & Development; Consultant	Development Services Fund	Part of UDC scope - ongoing. Hall County will continue to evaluate this and suggest updates where appropriate.
Staff Time	Planning & Development	Development Services Fund	Part of UDC scope. Further evaluation continues to occur while Hall County i in a residential suspension with a completion date of 2027.
Staff Time	Planning & Development	Development Services Fund	Part of UDC scope - ongoing. Hall County will continue to evaluate this code section and suggest updates where appropriate. Anticipated completion date of 2027.

Hall County 2024-2032 Community Work Program (CWP)

Action Item	Estimated Timeframe							
	2025	2026	2027	2028	2029	2030	2031	2032
Growth Management (con't)								
Implement the recommendations from the neighborhood-level planning effort with the Morningside Heights, Black and Cooley Drive, and Gaines Mill Road Communities.		X	X					
Maintain residential or agricultural use as the primary use(s) along roadways that do not have a "corridor" designation on the Future Development Map.	X	X	X	X	X	X	X	X
Develop design guidelines that reflect the Quality Development Strategies shown in the plan that inform standards for landscaping, connectivity, site design, amenities, etc.		X	X					
Create a small area plan for the Inland Port Area.	X	X	X					
Conduct a small area plan for the Sardis Connector that could be used as a basis for the development of a zoning overlay to guide future land use decisions as the corridor develops.		X	X					
Housing								
Coordinate and discuss affordable/workforce housing-related needs and initiatives with the cities, Habitat for Humanity, and other public or private stakeholders.	X	X	X	X	X	X	X	X
Establish a joint program with the City of Gainesville to address housing attainability through the Georgia Initiative for Community Housing (GICH) program.	X	X						
Continue to review existing regulations that create barriers for special housing needs and opportunities such as senior housing, accessory dwelling units, and affordable housing.	X	X	X	X	X	X	X	X
Use existing data on affordability, existing residential inventory, housing market, and housing needs in Hall County to develop policy that reflects the needs and priorities of all members of the community.	X							

Estimated Cost	Responsible Party	Funding Source	Notes
Staff Time	Board of Commissioners; County Staff; Citizens of Gainesville and Hall County	Development Services Fund	Ongoing. Hall County will consider these recommendations for implementation through its ongoing efforts to make major UDC updates through 2027.
Staff Time	Planning & Development	Development Services Fund	Ongoing. This continues to be considered in all Hall County UDC and Comp Plan updates.
$50,000	Planning & Development; Consultant	Development Services Fund	Ongoing. Hall County will continue to evaluate these standards and propose amendments to the UDC for implementation purposes.
$200,000	Planning & Development; Consultant	Development Services Fund	Not started. This initiative will be prioritized as part of the upcoming Hall County Comprehensive Plan update.
$50,000	Planning & Development; Consultant	Development Services Fund	Not started. This initiative will be prioritized as part of the upcoming Hall County Comprehensive Plan update.
Staff Time	Board of Commissioners, Joint Municipal Association; Habitat for Humanity; County Administration; Planning & Development	Development Services Fund	Ongoing. Hall County will continue to evaluate these opportunities and proposed amendments to the UDC where appropriate.
Staff Time	Planning & Development	Development Services Fund	Complete. The county is directly involved with the GICH program.
Staff Time	Planning & Development	Development Services Fund	Ongoing. Hall County will continue to evaluate these existing regulationsand proposed amendments to the UDC where appropriate.
$100,000	Planning & Development; Consultant	Development Services Fund	Completed. This was conducted as part of the 2024 Comprehensive Plan update.

Hall County 2024-2032 Community Work Program (CWP)

Action Item	Estimated Timeframe							
	2025	2026	2027	2028	2029	2030	2031	2032
Housing (con't)								
Establish affordability incentives for new development as part of the affordability study.	X							
Continue to identify properties suitable for federal Community Home Investment Program (CHIP) and Neighborhood Stabilization Program (NSP) grants to assist with house repairs/rehabilitation and to provide affordable housing opportunities.	X	X	X	X	X	X	X	X
Create an affordable housing task force with developers, banks, and housing advocates.	X	X	X	X	X	X	X	X
Infrastructure Maintenance & Expansion								
Sardis Road Connector – SR 60/Thompson Bridge Road to Sardis Road/Chestatee Road.	X	X	X	X				
Widening of SR 11/US 129 from Lakeview Street to south of Nopone Road (Phase I).	X	X	X	X	X			
Widening of SR 211/Old Winder Highway from SR 53/Winder Highway To SR 347/Friendship Road.			X	X	X			
Widening of SR 60/Candler Rd.– From south of I-985 to SR 124.			X	X	X	X	X	
East-West Corridor Study/(Northern Bypass Study).				X	X			
Widening of I-985 From I-85/Gwinnett to SR 53/Mundy Mill Road.								X
Widening of US 129/Cleveland Highway - Lakeview Street to S of Nopone Road, Phase I.								X
Widening of US 129/Cleveland Highway - Brittany Court to S of Lakeview Street, Phase II.				X	X	X		
Widening of US 129/Cleveland Highway - Limestone Parkway to N of Brittany Court, Phase III.				X	X	X		
SR 365/Cornelia Highway at Howard Road - New Interchange.	X	X	X					

Estimated Cost	Responsible Party	Funding Source	Notes
See above, Staff Time	Planning & Development; Consultant	Development Services Fund	Completed. This was conducted as part of the 2024 Comprehensive Plan update.
Staff Time	Planning & Development	Development Services Fund	Ongoing. Hall County will continue to identity grant opportunities and apply as eligibility criteria are met.
Staff Time	Planning & Development	Development Services Fund	Ongoing. A housing task force is established and continues to review existing regulations that create barriers for special housing needs and opportunityies scuh as senior hosuing, accessory dwelling units, and affordable housing.
$85,619,201	GDOT/GHMPO	HB 170; SPLOST	GH-016; PI 003626 Currently under construction - estimated open to traffic date 2027/2028. SPLOST (complete): $27,647,764 & HB 170: $57,971,437
$86,386,207	GDOT/GHMPO	HB 170	GH-020A; PI 122060 Construction set for FY 2026. Estimated open to traffic 2028. No Hall County local funding expected.
$147,698,585	GDOT/GHMPO	HB 170	GH-025; PI 122060 - Construction set for FY 2029, estimated open to traffic date of 2031. No Hall County local funding expected.
	GDOT/GHMPO	Development Services / GDOT	GH-111A & GH111B Construction currently in unfunded long range of GHMPO MTP (2055 +) No Hall County local funding expected.
$110,000	GHMPO	TBD	Potential study on hold until Sardis Connector is complete, per Hall County Admin.
$169,504,413	GDOT/GHMPO	TBD	GH-120; PI 0014130 Construction currently in unfunded long range of GHMPO MTP (2055+) No Hall County Local funding expected.
		HB 170	Repeat project - delete
$36,000,000	GDOT/GHMPO	HB 170	GH-020B; PI 0016862 Constructions currently scheduled for 2030, with open to traffic date of 2032. No Hall County local funding expected.
$48,468,238	GDOT/GHMPO	HB 170	GH-020C; PI 0016863 Constructions currently scheduled for 2030, with open to traffic date of 2032. No Hall County local funding expected.
$27,927,892	GDOT/GHMPO	HB 170	GH-133; PI 0016074 Under construction. Expected open to traffic date is 2027/2028. No Hall County local funding required.

Hall County 2024-2032 Community Work Program (CWP)

Action Item	Estimated Timeframe							
	2025	2026	2027	2028	2029	2030	2031	2032
Infrastructure Maintenance & Expansion (con't)								
Widening of SR 369/Browns Bridge Road From SR 53/McEver Road to Forsyth County line.								X
Widening of SR 11/US 129/Cleveland Highway from North of CR 65/ Nopone To SR 284/Clarks Bridge Road.								X
Widening of SR 60/Thompson Bridge Rd from SR 136/Price Rd to CR 158/Yellow Creek Rd in Murrayville.			X	X	X			
White Sulphur Road realignment (new roadway).					X			
Widening of Spout Springs Road Phase II from Union Circle to South of Thompson Mill Road.								X
Widening of McEver Road from SR 347/Lanier Islands Parkway TO CS 537/Gainesville Street/Jim Crow.					X			
Widening of Cagle Road improvements.					X			
Resurfacing of access road to Laurel Park (Old Cleveland to End).								X
Intersection improvements at Sloan Mill Road/Schubert Road Roundabout.								X
Intersection improvements at Little Five Points (Belton/Skits Mtn/ Lula).								X
Intersection improvements at Mount Vernon/Rilla Road Intersection.								X
Intersection improvements at Mount Vernon/Jim Hood Intersection.								X
Intersection improvements at McEver Road and Lights Ferry intersection.								X
Railroad crossing improvements at West Ridge Road near Short Street.								X
Ed Cobb wooden bridge replacement.								X

Estimated Cost	Responsible Party	Funding Source	Notes
$61,280,557	GDOT/ GHMPO	HB 170	GH-018; PI0013626 Construction scheduled for 2034. Expected open to traffic date is 2036. No Hall County local funding expected.
$52,495,154	GDOT/ GHMPO	HB 170	GH-035; PI 0014129 Construction scheduled for 2040. Expected open to traffic date is 2042. NO Hall County local funding expected.
$138,652,259	GDOT/ GHMPO	HB 170	GH-038; PI 132610 Construction scheduled for 2030. Expected to to traffic date is 2032. NO Hall County local funding expected.
$5,800,000	Hall County	SPLOST, EDA, GDOT, GPA	Complete
$51,400,000	Hall County	GDOT	Pursuing state/federal funding for construction
$5,700,000	Hall County	GDOT	TSPLOST did not pass therefore this remains unfunded.
$4,000,000	Hall County	SPLOST, GDOT	Complete
$2,500,000	Hall County	TBD	TSPLOST did not pass therefore this remains unfunded.
$2,500,000	Hall County	TBD	TSPLOST did not pass therefore this remains unfunded.
$2,500,000	Hall County	TBD	TSPLOST did not pass therefore this remains unfunded.
$3,000,000	Hall County	SPLOST	1.43m funding in SPLOST IX
$2,500,000	Hall County	SPLOST	1.43m funding in SPLOST IX
$2,500,000	Hall County	SPLOST	Under construction
$1,870,000	Hall County	TBD	TSPLOST did not pass therefore this remains unfunded.
$5,000,000	Hall County	TBD	TSPLOST did not pass therefore this remains unfunded.

Hall County 2024-2032 Community Work Program (CWP)

Action Item	Estimated Timeframe							
	2025	2026	2027	2028	2029	2030	2031	2032
Infrastructure Maintenance & Expansion (con't)								
County-wide roadway pipe replacement.			X	X	X			
Resurfacing of access road to Laurel Park (Old Cleveland to End).								X
County-wide resurfacing program.	X	X	X	X	X	X	X	X
Review regulations for any impediments to low impact development (LID) or green infrastructure approaches to stormwater management.	X	X						
Construct and operate a new regional material recycling facility (MRF).	X	X	X					
Continue to seek innovative approaches to landfill operations to extend its life.	X	X	X	X	X	X	X	X
Continue to implement and update the *Sewer Master Plan and Rate Study*.	X	X	X	X	X	X	X	X
Study the feasibility of future sewer extensions in strategic areas SR 60/Athens Highway to support commercial and industrial growth along the corridor going into both Gainesville and Jackson County.		X	X					
Use data from corridor development study for SR 365/Cornelia Highway to determine infrastructure capacity for the Inland Port.	X	X						
Use the future land use map along with development data to guide future planning for sewer infrastructure projects.	X	X	X	X	X	X	X	X
Continue intergovernmental coordination with Hall County City and Town governments on issues related to transportation, water, and sewer.	X	X	X	X	X	X	X	X
Adopt the Department of Community Affairs' (DCA) Broadband Model Ordinance to apply for a Broadband Ready Community Designation.	X	X	X	X	X	X	X	X
Update the Impact Fee Program and Amend Capital Improvements Element (CIE).	X	X	X	X	X	X	X	X

Estimated Cost	Responsible Party	Funding Source	Notes
$10,000,000	Hall County	SPLOST	3m funding in SPLOST IX
$1,500,000	Hall County	TBD	TSPLOST did not pass therefore this project remains unfunded
$12,000,000	Hall County	SPLOST	
Staff Time	Engineering	Development Services Fund	Complete - GA stormwater Manual and Hall County regulations allow for both LIP and green infrastructure.
TBD	Engineering; Public Works & Utilities	Landfil	Ongoing - In Solid Waste Master Plan and HC CIP (FY 28-30).
TBD	Engineering; Public Works & Utilities	Landfill	Ongoing- Major modification to landfill permit ongoing for increased elevation and removal of terracing. Also, acquired equipment for improved compaction.
Staff Time	Engineering; Public Works & Utilities	Water & Sewer Fund	Sewer master plan update ongoing
TBD	Engineering; Public Works & Utilities; Consultant	Water & Sewer Fund	Ongoing - Partially addressed by Pond Fork Phase 1 project which will be completed end of 2026. Improvements in this area is also being contemplated by Sewer Master Plan update.
TBD	GHMPO	GDOT	Ongoing - Hall County completed white Sulphur Rd. Phase 1 improvements, phase 2 ongoing. GHMPO will also be performing a freight study in FY 28.
Staff Time	Engineering; Public Works & Utilities	Water & Sewer Fund	Ongoing - Sewer master plan update ongoing, will use the latest comp master plan to guide future improvement.
Staff Time	Engineering; Public Works & Utilities	Development services Fund	Transportation - GHMPO continually coordinates (ongoing)
Staff Time	Engineering; Public Works & Utilities	Development services Fund	Not stated - HC to continue evaluating
TBD	Planning & Development; Finance	Impact Fees	Ongoing - Recommended impact fees developed and will be presented for BOC approval in 2026.

Hall County 2024-2032 Community Work Program (CWP)

Action Item	Estimated Timeframe							
	2025	2026	2027	2028	2029	2030	2031	2032
Parks & Recreation								
Work with Hall County Schools to identify opportunities for shared use between the County and Schools and build new facilities most in need by the schools.	X	X	X	X	X	X	X	X
Prioritize East Hall and the Chestnut Mountain/Candler areas for new parkland.	X	X	X	X	X	X	X	X
Acquire additional land to expand Cool Springs Park, North Hall Park, and East Hall Park.	X	X	X	X	X	X	X	X
Acquire an additional 1,000 acres of land to build 30+ new parks.	X	X	X	X	X	X	X	X
Create incentives to fund new park facilities through private redevelopment.	X	X	X	X	X	X	X	X
Construct new park at Spout Springs with new sports fields and senior center	X	X	X	X	X			
Conduct a 10-year update to the *Parks Facilities Master Plan*.				X				
Greenspace								
Update tree ordinance	X	X						
Evaluate and promote options for the permanent conservation of land	X	X	X	X	X	X	X	X
Create a new full-time County staff position and division to promote and implement greenspace recommendations and to liaise with Vision 2023 Greenspace Committee.	X	X	X	X	X	X	X	X
Strengthen partnerships with the Vision 2030 Greenspace Committee, the Chattahoochee Riverkeepers, and Lake Lanier community groups.	X	X	X	X	X	X	X	X

Estimated Cost	Responsible Party	Funding Source	Notes
Staff Time	Parks & Leisure; Hall County Schools	Parks & Leisure, Grants	Ongoing
Staff Time	Parks & Leisure	Parks & Leisure, Grants	ongoing. For Chestnut Mountain/ Candler areas, no funding for land acquisition has been identified
TBD	Parks & Leisure	TBD	Ongoing
TBD	Parks & Leisure	TBD	Off Track but ongoing efforts: Between new, reopened and currently planned parks: Total acreage = 628
TBD	Parks & Leisure; Private Developers	TBD	Ongoing
TBD	Parks & Leisure	SPLOST, Impact Fees	Ongoing
$200,000	Parks & Leisure; Consultant	Parks & Leisure Fund	On track: Scheduled to occur 2028 -2029
Staff Time	Planning & Development; Consultant	Development Services Fund	Ongoing
Staff Time	County Administration; Parks & Leisure; Vision 2030 Greenspace Committee	General Fund	Ongoing
TBD	County Administration; Vision 2030 Greenspace Committee	Development Services Fund	Ongoing
Staff Time	County Administration; Vision 2030 Greenspace Committee	General Fund	Ongoing

Hall County 2024-2032 Community Work Program (CWP)

Action Item	Estimated Timeframe							
	2025	2026	2027	2028	2029	2030	2031	2032
Greenspace (con't)								
Collaborate with the newly formed North Georgia Land Trust to acquire new land for greenspace preservation and expand green infrastructure.	X	X	X	X	X	X	X	X
Create a process that identifies land for permanent protection based upon its recreational, ecological, environmental, aesthetic, cultural, historic, or agricultural value. Identify land using this process and begin implementation measures that assure protection of the land identified.	X	X	X	X	X	X	X	X
Create a dedicated Greenspace Acquisition Fund using SPLOST funding and other funding tools.	X	X	X	X	X	X	X	X
Create a nature preserve at Glade Farm.				X	X	X	X	
Resource Conservation								
Implement the recurring items in the Metropolitan North Georgia Water Planning District's *Water Resource Management Plan*.	X	X	X	X	X	X	X	X
Coordinate with the Georgia Environmental Protection Division on its Total Maximum Daily Load (TMDL) Implementation Plan for Lake Lanier to address pollutants.	X	X	X	X	X	X	X	X
Promote public awareness of annual community and lake clean-up events.	X	X	X	X	X	X	X	X
Leverage SPLOST funds to address shoreline erosion on Lake Lanier.	X	X	X	X	X	X	X	X
Partner with and promote local recycling initiatives and events.	X	X	X	X	X	X	X	X

Estimated Cost	Responsible Party	Funding Source	Notes
Staff Time	County Administration; Vision 2030 Greenspace Committee	General Fund	Ongoing
Staff Time	County Administration; Vision 2030 Greenspace Committee; North Georgia Land Trust	General Fund	Ongoing
Staff Time	County Administration	SPLOST, Developers	Not Started
TBD	County Administration; Consultant	TBD	Not Started
Staff Time	Engineering	Development Services Fund	Ongoing. Eng dept. prepares and audit every 5 years as well as an annual report to EPD
Staff Time	Engineering	Sewer & Water Fund	Ongoing. Engineering maintains its NPDES permits with EPD requiring annual report and renewal of a SW plan every 5 years. Local ord. in place that address water quality.
Staff Time	Board of Commissioners; Lake Lanier Association; Keep Hall Beautiful	General Fund	on track
Staff Time	Board of Commissioners; Lake Lanier Association; DNR; USACE; Private donors	General Fund	Not started
Staff Time	Board of Commissioners; Hall County Schools; Keep Hall Beautiful	Landfill Fund	Ongoing

Hall County 2024-2032 Community Work Program (CWP)

Action Item	Estimated Timeframe							
	2025	2026	2027	2028	2029	2030	2031	2032
Resource Conservation (con't)								
Partner with Gainesville on pollution prevention activities and public outreach.	X	X	X	X	X	X	X	X
Identify eligible projects for federal Sec. 319(h) Non-Point Source Implementation Grants to address pollutants in impaired waters.	X	X	X	X	X	X	X	X
Leverage greenspace, conservation easements, zoning, and buffers as instruments to provide watershed protection to Lake Lanier and its tributaries.	X	X	X	X	X	X	X	X
Partner with a University of Georgia Cooperative Extension Office to promote sustainable agricultural practices.	X	X	X	X	X	X	X	X
Multi-Modal Transportation								
Prioritize sidewalk and street lighting needs based on frequency of use.	X	X	X	X	X	X	X	X
Coordinate with City and Town efforts to build and connect multi-modal infrastructure.	X	X	X	X	X	X	X	X
Incentivize mixed-use developers to include trails and trail connections, where appropriate, in their plans.	X	X	X	X	X	X	X	X
Encourage developers to construct trail systems within a half-mile of mixed-use projects.	X	X	X	X	X	X	X	X
Encourage connections to activity centers within the Cities and Towns.	X	X	X	X	X	X	X	X
Examine how County and City/Town parks can be connected through new trails.	X	X	X	X	X	X	X	X
Continue building the Highlands to Islands Trail Network.	X	X	X	X	X	X	X	X
Implement projects from the *2014 Bicycle and Pedestrian Plan*.	X	X	X	X	X	X	X	X

Estimated Cost	Responsible Party	Funding Source	Notes
Staff Time	Board of Commissioners; City of Gainesville	General Fund	Not started
Staff Time	Engineering; USDA National Resources Conservation Office	General Fund	Not started
Staff Time	County Administration	General Fund	Ongoing through site development standards.
Staff Time	County Administration; University of Georgia	General Fund	Ongoing. UGA activity works with local farmers and landscape maintenance companies to encourage sustainable practices.
Staff Time	GHMPO and Hall County	General Fund	Ongoing – discussion needed w/ GHMPO about more sidewalk inventory across County & try to get ped. counters installed to doc. frequency of use.
Staff Time	GHMPO, Hall County and City Staff	General Fund	Ongoing – collaboration between jurisdictions continues to expand the Highlands to Islands trail network, which is the spine of bicycle/pedestrian infrastructure in Hall County.
Staff Time	Engineering; Planning & Development	General Fund	Ongoing – no specific incentives have been made, but should be discussed at the Planning level regarding new developments near the Highlands to Islands Trail system.
Staff Time	Engineering; Planning & Development	General Fund	Ongoing – no specific incentives have been made, but should be discussed at the Planning level regarding new developments near the Highlands to Islands Trail system.
Staff Time	Engineering; Planning & Development	General Fund	Ongoing
Staff Time	Engineering; Planning & Development	General Fund	Complete – the GHMPO Bicycle/Pedestrian Plan was completed in 2025 and provided the community with a roadmap to connectivity across jurisdictions.
$14,000,000	GHMPO;, Hall County and Cites	SPLOST	Developer contribution as part of zoning or development conditions of approval where possible
TBD	Engineering	Development Services, SPLOST	Ongoing – GHMPO adopted a new Bicycle/Ped Plan in 2025, replaced the 2014 plan. Includes various trail & sidewalk connectivity projects to be implemented over the coming decades.

Hall County 2024-2032 Community Work Program (CWP)

Action Item	Estimated Timeframe							
	2025	2026	2027	2028	2029	2030	2031	2032
Multi-Modal Transportation (con't)								
Implement projects from the *2019 South Hall Trail Study*.	X	X	X	X	X	X	X	X
Adopt a complete streets policy.	X							
Implement an ADA plan that identifies existing ADA barriers on sidewalks and crossings to allow for updates to be made on an ongoing basis.		X	X	X	X			
Safety & Security								
Establish benchmarks to assist in setting measurable and attainable goals for decreasing the level of crime in Hall County.	X	X	X	X	X	X	X	X
Continue to monitor crime statistics and make them easily accessible to the public.	X	X	X	X	X	X	X	X
Ensure that new developments are accessible for emergency vehicles.	X	X	X	X	X	X	X	X
Track the construction of new developments to ensure that police and fire services can serve the growing population at the ideal level of service.	X	X	X	X	X	X	X	X
Create a plan for long-term capital investments to fund new public safety facilities.	X	X	X					
Establish a Citizens Advisory Committee on public safety.	X	X	X	X	X	X	X	X
Assess the ability to form a Neighborhood Watch program, with the assistance of the Sheriff's Office Public Information and Community Services Unit.	X	X	X	X	X	X	X	X
Research the requirements needed to participate in the National Flood Insurance Program's (NFIP) Community Rating System (CRS) Program to potentially reduce flood insurance premium rates.	X	X	X	X	X	X	X	X
Fire Station #17.								

Estimated Cost	Responsible Party	Funding Source	Notes
TBD	Engineering	Development Services Fund	Ongoing – Tumbling Creek Trail complete. Other projects underway: downtown Flowery Branch trails (I&II). New Trail Study scheduled for adopted in May & will replace the recommendations made in the South Hall Trail Study.
TBD	Engineering; Public Works & Utilities; Planning & Development	Development Services Fund	Not started – GHMPO staff will work with Hall County Public Works to mirror the Complete Streets Policy that was adopted by GHMPO and other local jurisdictions.
TBD	Engineering; Public Works & Utilities; Planning & Development	General Fund	Not started
Staff Time	Public Safety; Sheriff's Office	General Fund	Ongoing - FBI crime data 8/2025 shows overall crime data for the Hall County Sheriff's Office = -13.5 % from 2023 to 2024. Had less calls for service in FY 2025 compared to 2024. Priority calls for service had a faster response time in 2025 than 2024.
Staff Time	Public Safety; Sheriff's Office	General Fund	Ongoing - The most universally recognized crime statistics source is the FBI crime Data Explorer. This is readily available online to anyone who desires to view it.
Staff Time	Planning & Development	Development Services Fund	Ongoing - fleet managers remain actively involved with companies which produce and develop law enforcement vehicles and equipment. Attend the annual fleet expo
Staff Time	Planning & Development	Development Services Fund	Ongoing - Sheriff's Office constantly reviews the latest developments in law enforcement techniques, attend annual conferences on methodology, technology and equipment as it relates to the newest law enforcement techniques and products.
Staff Time	Public Safety; Sheriff's Office	General Fund	Ongoing - Continuously work in cooperation with County Admin to prioritize projects & develop a phased timeline. Strive to identify diverse funding sources such as local taxes, bonds, state and federal grants, and public-private partnerships.
Staff Time	Public Safety; Sheriff's Office	General Fund	Ongoing- Members of our agency participated in approximately 90 community /special events in 2025. This included larger events, such as ADVANCE Camp and the Sheriff's Citizens Academy, as well as smaller focused events.
Staff Time	Public Safety; Sheriff's Office	General Fund	Ongoing - The Sheriff's Office has had a neighborhood watch program for over 30 years. We currently have 69 registered Neighborhood Watch Programs (NWP) in Hall County and continue to develop the program.
Staff Time	Engineering	Development Services Fund	Not started
$3,385,846	Fire	Impact Fees, SPLOST	Completed. Fire Station 17 was opened in May 2024 and built with SPLOST VII and SPLOST VIII funds, as well as Impact Fees and Capital Projects. It is located at 5719 Holiday Road in Buford.

Hall County 2024-2032 Community Work Program (CWP)

Action Item	Estimated Timeframe							
	2025	2026	2027	2028	2029	2030	2031	2032
Safety & Security (con't)								
Fire Station #18.	X	X	X	X	X	X		
Fire Apparatus for Station #18.	X	X	X	X	X	X		
Economic Development								
Prepare and update County-wide Economic Development Plan.	X	X	X	X	X	X	X	X
Collaborate with the City of Gainesville on a Tax Allocation District for Atlanta Highway from exit 17 on I-985 to Browns Bridge Road	X	X	X					
Collaborate with the City of Gainesville on a Tax Allocation District for Athens Highway from Martin Luther King, Jr. Blvd to Gaines Mill Road	X	X	X					
Continue to work with the Greater Hall Chamber of Commerce in support of their economic development initiatives.	X	X	X	X	X	X	X	X
Coordinate with the Lake Lanier Convention and Visitors Bureau to promote agritourism in the county.	X	X	X	X	X	X	X	X
Coordinate with the Georgia DCA to seek Less Developed Census Tract designation for the Chicopee Mill area along Atlanta Highway.	X	X	X					
Prepare a Historic Preservation Plan.	X	X						

Estimated Cost	Responsible Party	Funding Source	Notes
$3,385,846	Fire	TBD	postponed. This station is proposed to be on the 365 corridor.
$1,133,269	Fire	TBD	postponed. This station is proposed to be on the 365 corridor.
Staff Time	Greater Hall Chamber of Commerce	General Fund	On track. GHCC prepares the annual county-wide Economic Development Report.
$10,000	County Administration; City of Gainesville	General Fund	Ongoing
$10,000	County Administration; City of Gainesville	General Fund	Ongoing
Staff Time	Board of Commissioners, County Administration; Greater Hall Chamber of Commerce	General Fund	Ongoing. County representative participate in multiple committees at GHCC.
Staff Time	Board of Commissioners; County Administration	General Fund	Ongoing. Hall County Convention & Visitor's Bureau
Staff Time	Board of Commissioners; Greater Hall Chamber of Commerce	General Fund	Complete. The entirety of Chicopee Mill Road along Atlanta Highway within Gainesville and Hall County, is within Hall County's census tract 13.04. Hall County's census tract 13.04 is a Less Developed Census Tract for 2025 and 2026.
$40,000	Planning & Development; Greater Hall Chamber of Commerce	Development Services Fund	Not started.

Hall County 2024-2032 Community Work Program (CWP)

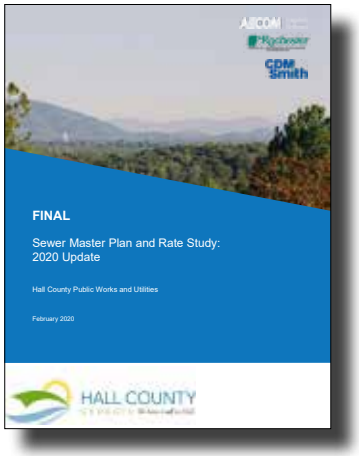
Action Item	Estimated Timeframe							
	2025	2026	2027	2028	2029	2030	2031	2032
Economic Development (con't)								
Promote the Healan's-Head's Mill Visitor and Heritage Center upon its completion.	X	X	X	X	X	X	X	X
Conduct a corridor development study for SR 365/Cornelia Highway to determine optimal industrial capacity, the best industries to locate along them, the impacts to infrastructure, and propose alternative locations for new industry.	X	X						
Create a placemaking strategy that integrates public art into economic development projects	X	X	X	X	X	X	X	X

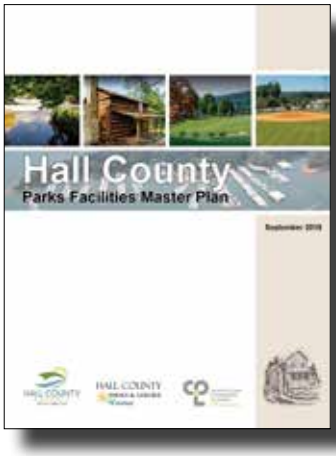
Estimated Cost	Responsible Party	Funding Source	Notes
Staff Time	Greater Hall Chamber of Commerce; Convention and Visitors Bureau; County Administration	General Fund	Not started.
GDOT	GDOT	GDOT	Completed by GDOT
Staff Time	Greater Hall Chamber of Commerce; Planning & Development	Development Services & Grants	Not started.

Supplemental Plans

Supplemental plans are planning documents that address in detail a specific topic or issue of importance to the community and that have applicable project recommendations for Hall County. These plans support the implementation of the Comprehensive Plan by addressing identified goals and strategies in Chapters 3 and 4, and their recommendations should be used by the County to identify and prioritize projects in conjunction with the Community Work Program. The supplemental plans listed below are incorporated into *Hall County Forward* by reference.

- Hall County *Sewer Master Plan and Rate Study* (2020)
- Hall County *Parks Facilities Master Plan* (2019)
- Gainesville-Hall *Regional Transportation Plan* Update (2020)







Plan Maintenance

The BOC is responsible for maintaining *Hall County Forward* to accurately reflect current community conditions and the community's vision and priorities for the future. Specific requirements for amendments and updates are described in the Rules of Georgia Department of Community Affairs (DCA Chapter 110-12-1 "Minimum Standards and Procedures for Local Comprehensive Planning."

Annual Review

County staff will provide a status of the plan implementation to the Board of Commissioners on an annual basis. Specifically, the Community Work Program will be reviewed to identify the current status of the implementation measures and an informal progress report will be prepared. If the County chooses, the annual review process can be used to undertake a formal annual update (see below).

Plan Amendments

According to the DCA's rules, the local government determines when a plan amendment is necessary to address changing circumstances that may have detracted from the usefulness of the plan as a guide to local decision-making.

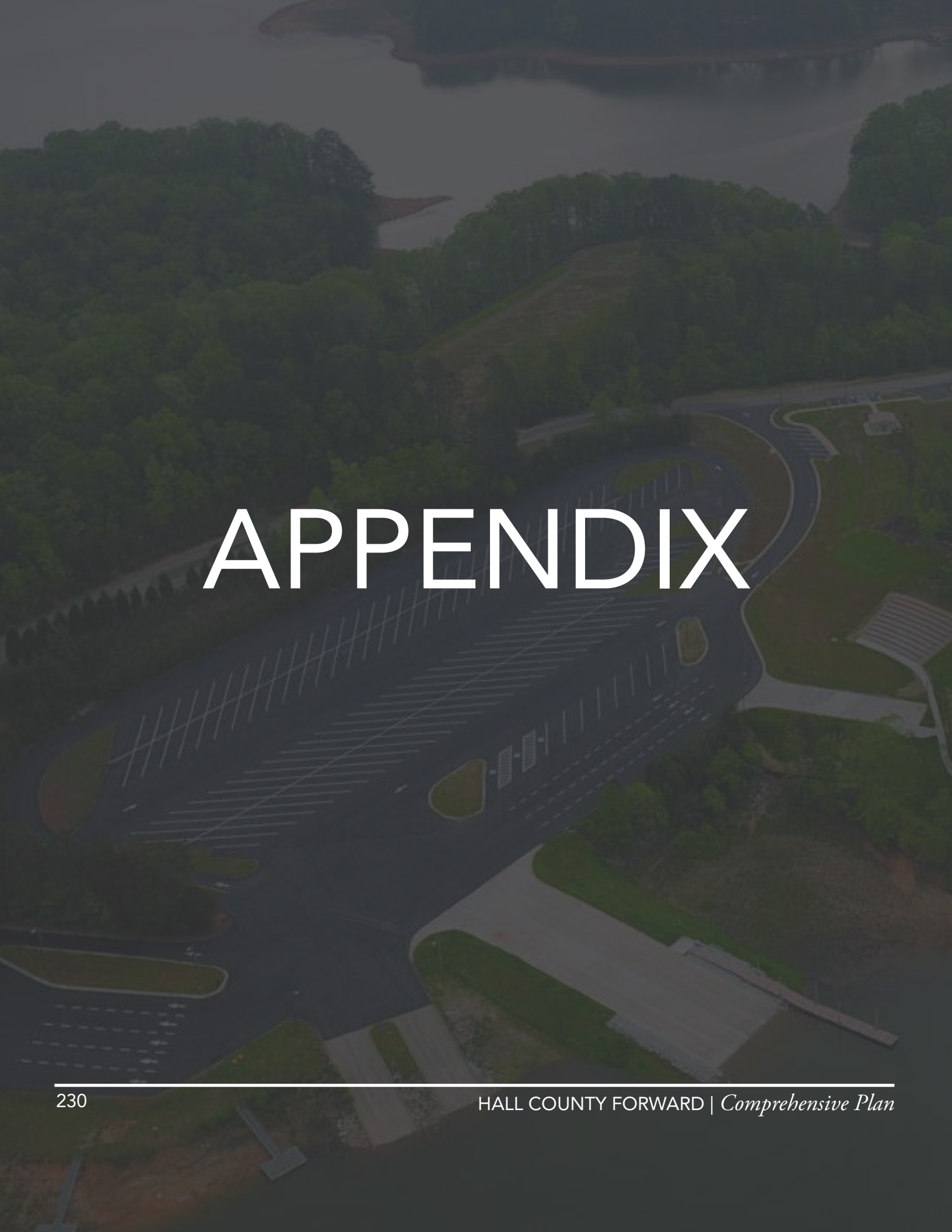
Updates to the Comprehensive Plan

At a minimum, a plan update must be completed every five years, in accordance with the Local Comprehensive Plan Recertification Schedule maintained by DCA. An annual update option is provided for communities wanting to update their plan on a more frequent basis. The annual update requires submittal of a new fifth year for the Community Work Program (CWP) and any changes needed for the other years of the CWP, and if needed, changes can be made to other elements of the Comprehensive Plan. For communities collecting impact fees, an annual update of the CWP is required.

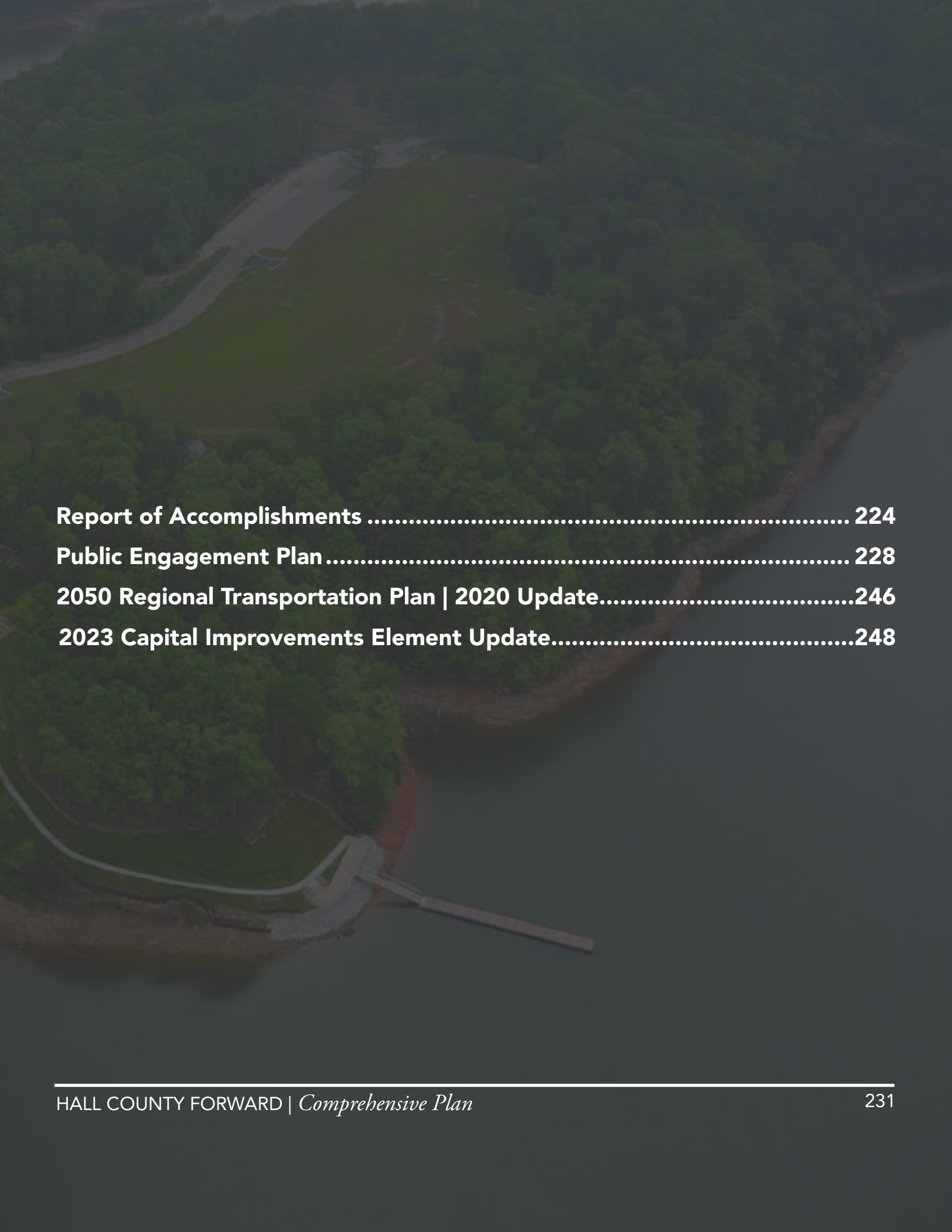
Capital Improvements Element

The Hall County Capital Improvements Element (CIE) was adopted in 2023. The CIE plays a significant role in the implementation of an annual/master budget by providing the link between planning and budgeting for capital projects/equipment purchases. The CIP process precedes the overall annual budget process and is used to develop the capital portion of the annual budget.

The Capital Improvement Plan is an overall six-year plan (current adopted budget plus the succeeding five planning years) that details anticipated capital expenditures and their correlations to approved sources of funding. By approving the CIE, the Hall County Board of Commissioners acknowledges that these projects and acquisitions represent a reasonable interpretation of the upcoming needs for the County, and that the projects and acquisitions contained in the first year of the plan are suitable for inclusion in the upcoming budget. The capital improvement plan is simply that – a plan. As such, capital projects and equipment purchases are subject to change based on new or shifting service needs, special financing opportunities, emergency needs, or other directives or priorities established by the Hall County Board of Commissioners and County Administration. Because priorities can change, capital expenditures included in future planning years are not guaranteed for funding and will be subject to further review until that year's respective budget is legally adopted.



APPENDIX



Report of Accomplishments 224
Public Engagement Plan 228
2050 Regional Transportation Plan | 2020 Update.....246
2023 Capital Improvements Element Update.....248

Report of Accomplishments

Action	Completed	Underway	Postponed/ Delayed	Dropped/No Longer Applicable	Notes (if Postponed/ Dropped)
Regulations					
Prepare a Unified Development Code to update, consolidate, and streamline land use and development regulations and to support the goals of the Comprehensive Plan		X			
Evaluate the effectiveness of the County's tree protection standards and identify potential amendments, as necessary		X			
Evaluate the effectiveness of the County's Conservation Subdivision Design Option and identify potential amendments, as necessary		X			
Evaluate zoning buffer standards to ensure they are sufficient where commercial or industrial uses abut residential properties and identify potential amendments, as necessary		X			
Amend regulations to reinforce infrastructure requirements for single-family development (based on commonly applied conditions of zoning)		X			
Review use and outdoor storage/display standards in the Gateway Corridor Overlay District to identify appropriate locations and screening requirements		X			
Assess compatibility of municipalities' corridor standards/design guidelines with the County's; identify any requirements that could enhance the quality of development in the county.		X			
Review existing regulations for impediments to special housing needs and opportunities such as senior housing, accessory dwelling units, and affordable housing		X			
Establish buffer requirements for the portion of the Chattahoochee River not under the jurisdiction of the U.S. Army Corps of Engineers	X				

Action	Completed	Underway	Postponed/ Delayed	Dropped/No Longer Applicable	Notes (if Postponed/ Dropped)
Functional Plans					
Prepare a county-wide Economic Development Plan		X			GHCC prepares annual report
Implement the recurring items in the Metropolitan North Georgia Water Planning District's Water Resource Management Plan		X			
Prepare a Historic Preservation Plan		X			
Coordinate with the Georgia Environmental Protection Division on its Total Maximum Daily Load (TMDL) Implementation Plan for Lake Lanier to address pollutants.		X			
Small Area/Master Plans					
Implement the recommendations from the neighborhood-level planning effort with the Morningside Heights, Black and Cooley Drive, and Gaines Mill Road Communities			X		Not a priority currently. Growth did not occur as expected in previous plan.
East-West Corridor Study			X		The East-West Corridor Study, also known as the Northern Bypass Study, is still listed as an unfunded planning study item in the MPO's FY 2024 budget document. Hall County wants to get work underway on the Sardis Connector Project before possibly doing a study on how to connect where the Sardis Road Connector will end on Thompson Bridge Road/SR 60 over to Cleveland Highway/US 129

Action	Completed	Underway	Postponed/ Delayed	Dropped/No Longer Applicable	Notes (if Postponed/ Dropped)
Process/Program					
Continue to work with the Greater Hall Chamber of Commerce in support of their economic development initiatives		X			Ongoing
Coordinate with the Lake Lanier Convention and Visitors Bureau to promote agritourism in the county		X			Ongoing
Maintain residential or agricultural use as the primary use(s) along roadways that do not have a "corridor" designation on the Future Development Map		X			
Coordinate with the Georgia Department of Community Affairs (DCA) to seek Less Developed Census Tract designation for the Chicopee Mill area along Atlanta Highway		X			
Promote the Healan's-Head's Mill Visitor and Heritage Center upon its completion		X			
Designate an existing county employee position to promote and implement greenspace recommendations (from the Recreation Plan update) and to liaise with the Chamber's Greenspace Committee		X			CWP item reworded to: "Create a new full-time County staff position and division to promote and implement greenspace recommendations and to liaise with Vision 2023 Greenspace Committee."
Promote public awareness of annual community and lake clean-up events		X			Annual Shore Sweep Lake Lanier Association
Partner with and promote local recycling initiatives and events		X			
Partner with Gainesville on pollution prevision activities and public outreach		X			
Continue to support and promote Green Hall Alliance and its activities				X	Vision 2030 has assumed the work of the Green Hall Alliance, which no longer operates.
Identify eligible projects for federal Sec. 319(h) Non-Point Source Implementation Grants to address pollutants in impaired waters.		X			

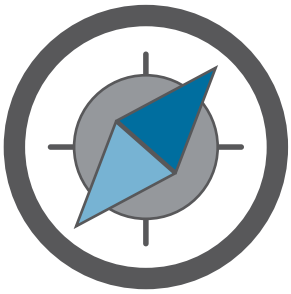
Action	Completed	Underway	Postponed/ Delayed	Dropped/No Longer Applicable	Notes (if Postponed/ Dropped)
Inventory/Assessment					
Research the requirements needed to participate in the National Flood Insurance Program's (NFIP) Community Rating System (CRS) Program to potentially reduce flood insurance premium rates		X			
Review regulations for any impediments to low impact development (LID) or green infrastructure approaches to stormwater management		X			Ongoing
Evaluate and promote options for the permanent conservation of land		X			
Coordinate and discuss affordable/workforce housing-related needs and initiatives with the cities, Habitat for Humanity, and other public or private stakeholders		X			Ongoing, GICH, City of Gainesville
Community Improvements/Infrastructure Projects					
Implement projects from the 2014 Bicycle and Pedestrian Plan		X			Segments of the Highlands to Islands Trail continue to be constructed. GHMPO has also begun a full update to the 2014 Bicycle/ Pedestrian Plan. The updated plan is scheduled to be completed by May 2025.
Construct and operate a new regional material recycling facility (MRF)		X			
Continue to seek innovative approaches to landfill operations to extend its life		X			
Update Impact Fee Program and Amend Capital Improvements Element (CIE)		X			Completed every year
Fire Station #17		X			
Fire Apparatus for Station #17	X				
Fire Station #18			X		Financial constraints
Fire Apparatus for Station #18			X		Financial constraints
East Hall Precinct	X				

Public Participation Plan - Updated September 2022

PUBLIC PARTICIPATION OVERVIEW

Public participation creates and maintains a community that is educated, aware, motivated, engaged, and fulfilled. A complete public participation plan can make all aspects of a planning process run more smoothly even when the feedback received is negative; it saves time and headache to know it earlier rather than later. By exercising effective public participation practices, a plan can then become a reflection of the community's wishes.

This public participation plan provides a framework for how Hall County will reach the community about matters related to future development. This plan breaks down the public engagement process of *Hall County Forward* into 4 key phases:



Orientation

OCTOBER 2022 TO DECEMBER 2022

Learn about the key issues and opportunities in Hall County.



Determine Direction

JANUARY 2023 TO MAY 2023

Figure out what Hall County stakeholders want for the future.



Plan Development

JUNE 2023 TO SEPTEMBER 2023

Create draft recommendations.



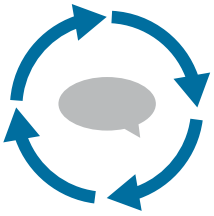
Confirm Direction

OCTOBER 2023 TO FEBRUARY 2024

Present our recommendations to the County and ask the question, "Did we get it right?"

PUBLIC PARTICIPATION GOALS

This plan has four goals for public participation:

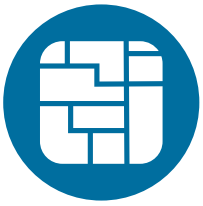


1. **Continuously build on previous input**

2. **Reach as many people as possible**



3. **Provide different options to give input besides traditional public meetings**



4. **Align engagement efforts with the UDC update as much as possible**

TYPES OF PARTICIPATION

Participation can be broken out into 4 types:

A **AND/OR** **P**

Active
Requires approaching or reaching out directly to individuals or groups.

Passive
Requires reaching out to individuals or groups indirectly OR the public approaching the Planning Team.

IP **AND/OR** **V**

In-Person
Face-to-face interaction with individuals or groups

Virtual
Interaction using technology, like the internet, computers, phones, etc.

OUTREACH METHODS

The following are methods that should be utilized when advertising outreach:

- Project website (Wix or Social Pinpoint)
- County website*
- Distributing printed flyers*
- Distributing business cards with website information*
- Billboards*
- Press releases*
- Social media posts with links to project website*
    - Email blasts
    - NextDoor postings*
    - Facebook*

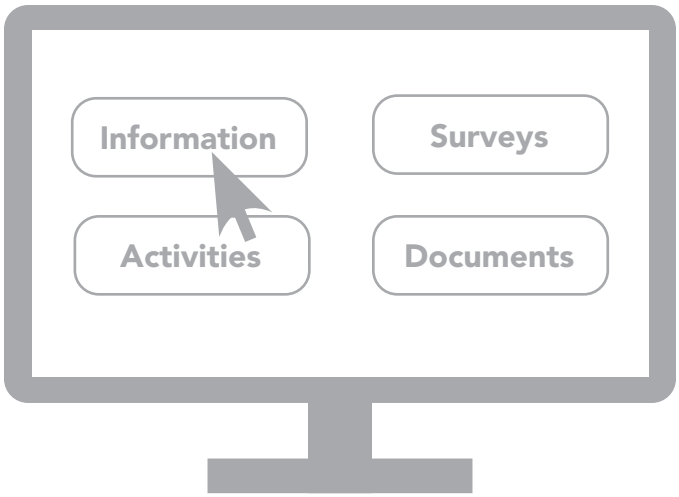
*Hall County would be responsible for these tasks.



Project Website P V

A project website for the Comprehensive Plan will help keep all information about the plan, including opportunities for public input, in one place for ease of access. The website will include the following:

- Information about the plan and planning process
- Important links
- Surveys
- Videos of previous presentations
- Previous presentation slides and display boards
- Online activities
- Draft documents
- Contact information



The project website will be hosted either through Wix or Social Pinpoint, which can integrate all the above items into one smooth user experience.

A separate website will be maintained for UDC-specific information.

Email List A V

Emailing people is a great way to spread the word about the planning process. With the help of the County, the Planning Team can manage a listserv of email addresses. Additional email addresses can be gathered at public meetings, through surveys, and using an embedded link on the project website and County website. Email "blasts" would be sent through MailChimp, and recipients would have the option to opt out, if desired. These blasts would include information about the website, upcoming meetings and events, surveys, opportunities to give input, and other important milestones.



Bilingual Outreach A P IP V

Hall County has a large Hispanic/Latino population, some of whom may not speak English with fluency. In order to reach this important segment of the population, the Planning Team will:

- Partner with representatives from Hispanic/Latino organizations to ensure that outreach techniques are appropriate.
- Have one Spanish-speaking consultant available at some public meetings who can help translate.
- Translate all marketing materials to Spanish. The County can assist by placing those materials in areas with larger concentrations of Hispanic/Latino residents.
- Have a Spanish version of all surveys available.
- **Option: Have one additional public meeting in 2023 that takes place in the Hispanic/Latino community and partner with a local organization.**

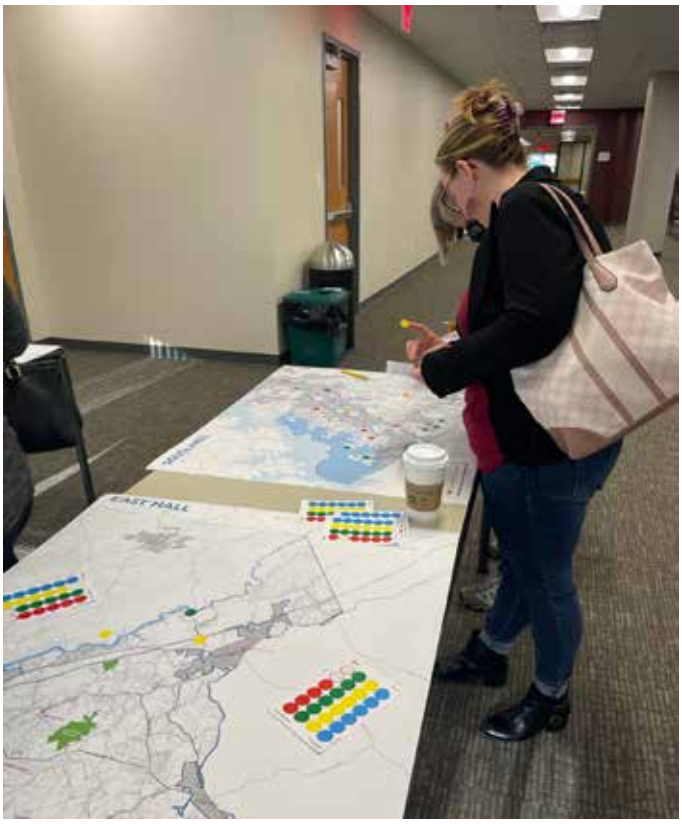




SURVEYS

There will be a series of interactive surveys created throughout the process:

- Long-form survey
    - North Hall
    - Murrayville/Sardis
    - East Hall
    - Gainesville Area
    - Chestnut Mountain/Candler
    - South Hall
- Student survey
- Short-form survey
- Visual preference survey



Long-Form Surveys P V

The survey will have general questions about the thoughts of residents, employees, and visitors about the state of Hall County today and what would improve the County's quality of life. The long-form survey will be broken out by planning area and will have around 20 questions that will dive into what the community's wants and needs are. Survey takers will be able to take as many surveys for each area as needed (for example, if someone lives in South Hall but works in the Gainesville Area, they can take both surveys.) An optional demographics section will be included to help the Planning Team better target community input from under-represented populations. They will be hosted online, and hard copies can be made available upon request. The surveys may also be translated to Spanish to capture input from members of the Hispanic/Latino community where English is not their first language.

Short-Form Surveys P IP

The short-form survey will be less than 10 questions and can be passed out at community meetings and events. It will ask more general questions about future development in Hall County.

Student Survey P V

The student survey, also hosted online, will be distributed to all middle and high school students. It will ask questions that are similar to the long-form survey but will use more simplified language and may include questions targeted towards adolescents.

Visual Preference Surveys P IP

See "Forward Action Workshop" for more information.

MEETINGS & EVENTS

The following addresses the intended objectives of each meeting, and how we plan to gather input.

Stakeholder Committee A IP V

Throughout this process, there will be **four meetings with <u>one</u> main Stakeholder Committee** consisting of individuals who can share "big picture" ideas with the Planning Team; inform on present issues and opportunities as they relate to planning in Hall County; contribute to the development of plan recommendations; provide feedback on plan recommendations; and ,assist with community outreach (i.e., "Community Champions").

In addition to the main stakeholder committee meetings, there will be **three Strategic Advisory Meetings** that be formed for the purpose of having targeted discussions regarding different elements of the plan. These targeted meetings will likely meet later in the planning process and could be composed of a combination of the following committee categories:

- **Citizens Advisory Committee,** which will focus primarily on "big picture" conversations and assisting with community outreach
- **Technical Advisory Committee,** which will focus primarily on the "nuts and bolts" of the plan
- **Intergovernmental Advisory Committee,** which will focus primarily on matters related to City/County relationships

Citizens Advisory Committee

The Citizens Advisory Committee (CAC) would be made up of a group of concerned Hall County residents and representatives from county-based interest groups. Members of this committee may include a combination of representatives from:

- 3-4 residents from each of the six planning areas identified in the previous planning processes:
    - North Hall Area
    - Murrayville/Sardis Area
    - Gainesville Area
    - East Hall Area
    - Chestnut Mountain/Candler Area
    - South Hall
- Homeowner associations (HOAs) and/or neighborhood groups
- The Hispanic community
- Religious organizations
- Arts and cultural organizations
- Schools and universities (specifically teachers/instructors)
- Advocacy groups
- Any other interested citizens identified by the County

MEETINGS & EVENTS

It is recommended that this committee be formed through both identifying individuals who would be a good fit for the CAC and could commit to a minimum of three meetings, and through an application process open to all residents, which can gauge the overall interest of the community and help identify interested people.

The main tasks of the CAC would include:

- Representing the interests of their neighborhood, organization, or group;
- Sharing "big picture" ideas with the Planning Team;
- Contributing to the development of plan recommendations;
- Providing feedback on plan recommendations; and
- Assisting with community outreach (i.e., "Community Champions")

By serving on the CAC, members will serve as "Community Champions" responsible for helping with outreach, such as using social media to promote public outreach, posting flyers, passing out business cards, and leading "meetings in a box."



Technical Advisory Committee

The purpose of having a Technical Advisory Committee is to have a forum to discuss the finer points of plan development and implementation with those who will either a) be most affected by the County's planning activities and/or b) will be responsible for carrying out the plan. These conversations will be more detailed than those with other Advisory Committees. Members of this committee may include representatives from:

- Hall County Board of Commissioners
- Hall County Planning Commission
- Hall County departments, agencies, and other key staff
- Gainesville-Hall Metropolitan Planning Organization (GHMPO)
- GDOT District 1
- Georgia Mountain Regional Commission (GMRC)
- Greater Hall Chamber of Commerce
- Northeast Georgia Latino Chamber of Commerce
- Vision 2030 Greenspace Committee
- Hall County Schools
- Hall Area Transit
- Real estate developers
- Local engineering groups

The main tasks of the Technical Advisory Committee would include:

- Representing their agency or group's interests;
- Listing present issues and opportunities as they relate to development in Hall County;
- Participation in discussions related to plan organization, future development, zoning, and public policy
- Assisting with the creation of the implementation plan, including coordinating efforts from other agencies and groups, giving input on projects and policy items, and identifying funding sources and partnerships.



Intergovernmental Advisory Committee

The Intergovernmental Advisory Committee would be made up of key members of the County's administrative and planning staff and representatives from each city and town government within the County:

- Town of Braselton
- City of Buford
- Town of Clermont
- City of Flowery Branch
- City of Gainesville
- City of Gillsville
- City of Lula
- City of Oakwood

The main tasks of the Intergovernmental Advisory Committee would include:

- Representing their city or town's interests;
- Contributing to the development of plan recommendations;
- Providing feedback on plan recommendations; and
- Discussions related to intergovernmental coordination.

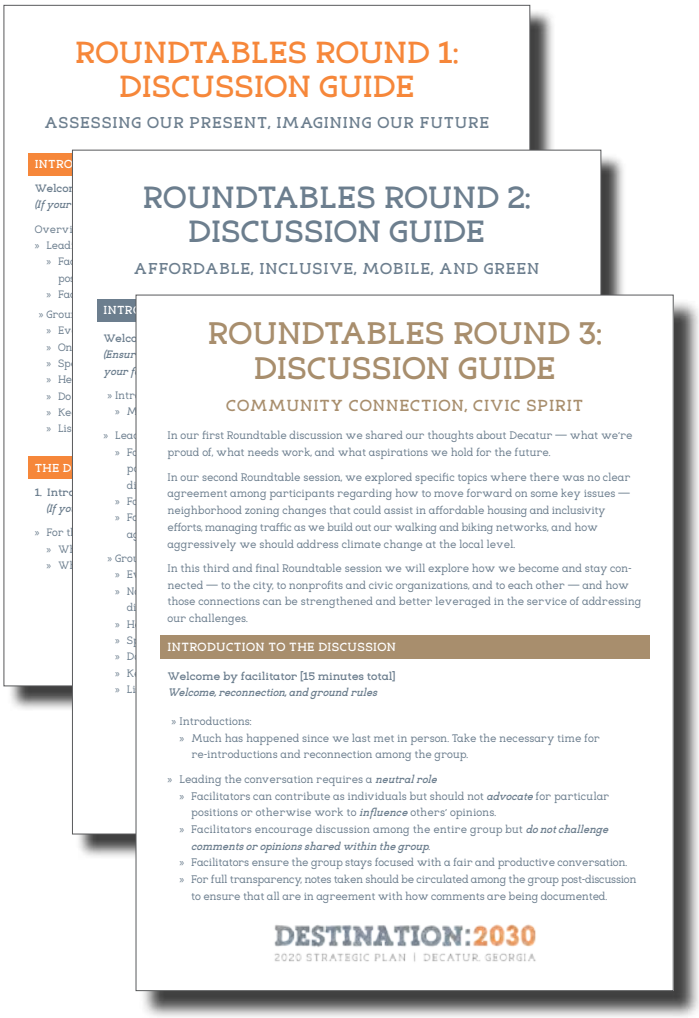
MEETINGS & EVENTS

Roundtables A V

In addition to Stakeholder Committees, there may be a need for additional, focused conversations about land use, the UDC, transportation, economic development, housing, natural resource and environmental protection, and/or other topics that might arise from the process. Up to **two Roundtable meetings** may include a combination of members from the Stakeholder Committee, selected representatives from other organizations, and members of the general public. The exact topics up for discussion may be dependent on preliminary feedback from the community and their immediacy.






ROUNDTABLES ROUND 1:
DISCUSSION GUIDE

ASSESSING OUR PRESENT, IMAGINING OUR FUTURE

ROUNDTABLES ROUND 2:
DISCUSSION GUIDE

AFFORDABLE, INCLUSIVE, MOBILE, AND GREEN

ROUNDTABLES ROUND 3:
DISCUSSION GUIDE

COMMUNITY CONNECTION, CIVIC SPIRIT

In our first Roundtable discussion we shared our thoughts about Decatur — what we're proud of, what needs work, and what aspirations we hold for the future.

In our second Roundtable session, we explored specific topics where there was no clear agreement among participants regarding how to move forward on some key issues — neighborhood zoning changes that could assist in affordable housing and inclusivity efforts, managing traffic as we build out our walking and biking networks, and how aggressively we should address climate change at the local level.

In this third and final Roundtable session we will explore how we become and stay connected — to the city, to nonprofits and civic organizations, and to each other — and how those connections can be strengthened and better leveraged in the service of addressing our challenges.

INTRODUCTION TO THE DISCUSSION

Welcome by facilitator [15 minutes total]
Welcome, reconnection, and ground rules

» Introductions:
  » Much has happened since we last met in person. Take the necessary time for re-introductions and reconnection among the group.

» Leading the conversation requires a ***neutral role***
  » Facilitators can contribute as individuals but should not ***advocate*** for particular positions or otherwise work to ***influence*** others' opinions.
  » Facilitators encourage discussion among the entire group but ***do not challenge comments or opinions shared within the group.***
  » Facilitators ensure the group stays focused with a fair and productive conversation.
  » For full transparency, notes taken should be circulated among the group post-discussion to ensure that all are in agreement with how comments are being documented.

DESTINATION:2030
2020 STRATEGIC PLAN | DECATUR, GEORGIA

Student Roundtable(s)

Typically, comprehensive planning processes only acknowledge and involve older segments of the population. In other words, the under-18 crowd is very seldom involved. Comprehensive plans look so far into the future and will have the most impact on the youngest residents.

A roundtable with middle and high school students will help the Planning Team understand the perspectives of the younger generations. It is recommended that each of the following schools identify one engaged student from each grade level to participate in the focus group:

- Middle Schools (~27 students):
  - Academies of Discovery at South Hall
  - Cherokee Bluff Middle School
  - Chestatee Academy
  - Davis Middle School
  - East Hall Middle School
  - North Hall Middle School
  - West Hall Middle School
  - World Language Academy
  - The Foundry
- High Schools (~40 students):
  - Cherokee Bluff High School
  - Chestatee High School
  - East Hall High School
  - Flowery Branch High School
  - Johnson High School
  - Lanier College Career Academy
  - North Hall High School
  - West Hall High School
  - Howard E. Ivester Early College
  - The Foundry

Targeted questions for these students may include:

1. How would you describe life in Hall County today and what it could be tomorrow?
2. From a younger person's perspective, what is missing in Hall County?
3. If you plan on going away somewhere after you finish high school, do you think you would want to come back to live in Hall County? Why or why not?
4. If you don't think you'd come back to Hall County, what improvements would you want to see in the county to encourage you to return?
5. What is your favorite thing to do after school and during the summer break? What can the County do to make it easier or better for you to do that activity?







MEETINGS & EVENTS

Traditional Public Meetings A IP V

Public Kick-Off Meeting

Targeted Date: November 14, 2022, at 5:30pm
Location: Zoom

Objective: Introduce the plan and planning process to the public and start gathering input.

Presentation (~30 minutes)

- Introductions
- What is a comprehensive plan? Why are we updating it?
- Present the schedule and process
- Brief summary of existing conditions
- Introduce website, survey, and online activities

Activities

Activity 1: Live Polling Questions (~10 minutes). These questions will be asked following the presentation:

- Icebreaker question (this will help make sure the polling software chosen is working)
- Question 1: What is your favorite thing about Hall County?
- Question 2: What is your least favorite thing about Hall County?
- Question 3: What is a big idea that you have for your community?



Activity 2: Mapping Activity (open for three weeks). A map will be produced via Social Pinpoint. Participants will place virtual "stickers" to describe their thoughts and ideas for Hall County. Ideas include but are not limited to:

- Strong places
- Weak places
- Redevelopment opportunity
- Ideas for the future
- Other comment



Activity 3: S.O.A.R. Idea Wall (open for three weeks). On the Social Pinpoint site, a virtual idea wall will have four prompts:

- Strengths (What can we build on?)
- Opportunities (How do we best meet the needs of County residents, businesses, and other stakeholders?)
- Aspirations (What do you care deeply about?)
- Results (What does success look like?)

Activity 4: UDC Update. Provide a background on the UDC and key recommendations from the Diagnostic for reaffirmation.

Forward Thinking Workshop (2 meetings)

Targeted Date: March 2023
Location: Two Hybrid Meetings (to account for one meeting in each district throughout planning process)

Objective: Start generating ideas about planning goals and land use changes

Presentation (~20 minutes)

- Update on schedule and progress
- Brief summary of kick-off meeting and survey results
- Activities
- Next steps

Activities (~70 minutes)

Activity 1: Goal Formulation Activity (open for three weeks). A series of boards will be set up around the room, one for each plan element (future land use, transportation, economic development, etc). Participants will write down one word or short phrase to describe that element for the future and place it on the board. These will be used to begin formulating goal statements. An online version of this activity will be open after the workshop series concludes.



MEETINGS & EVENTS

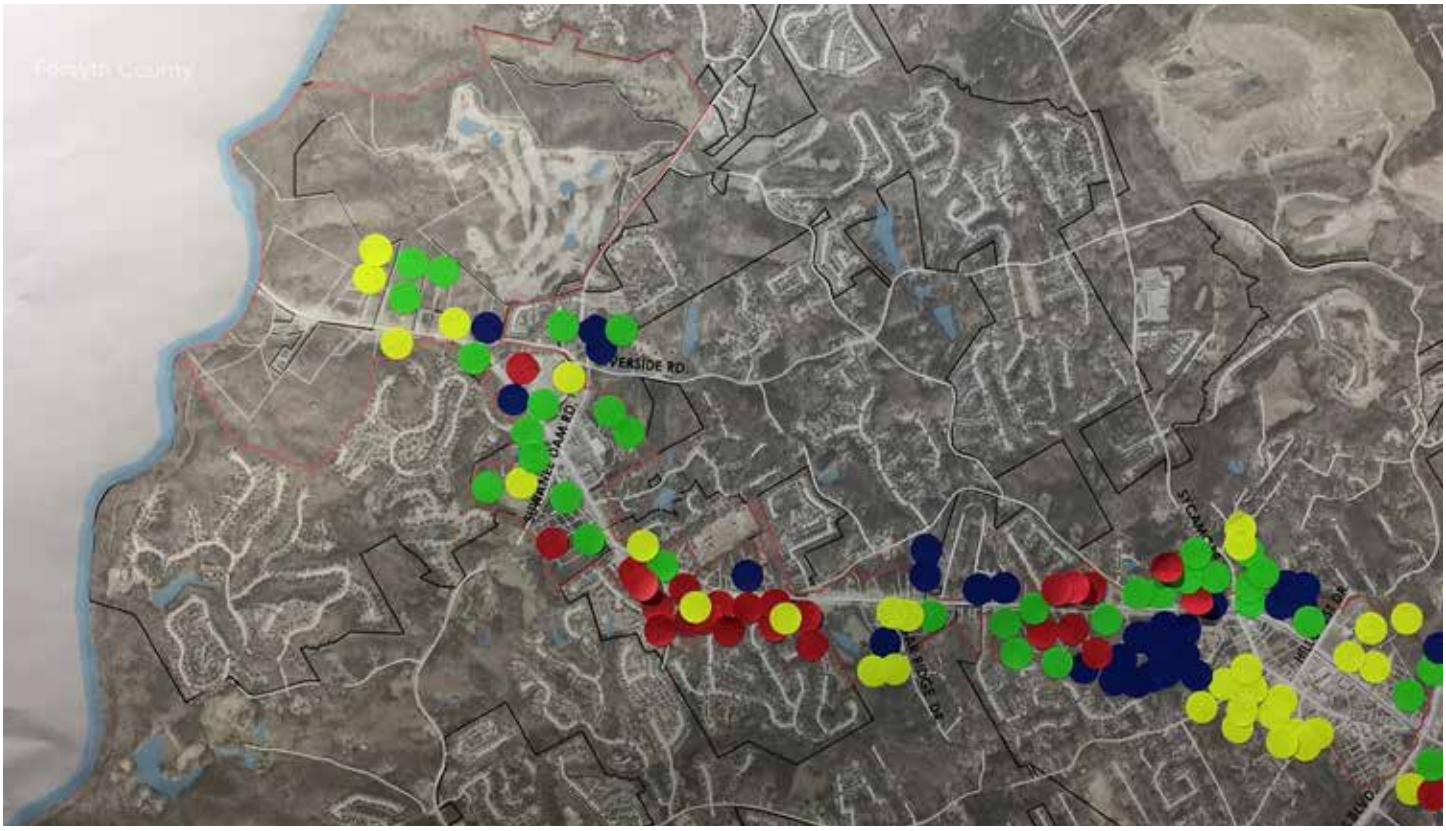
Activity 2: Mapping Activity (open for three weeks). One map of each planning area and its existing land uses will be printed out and displayed around the room. Where people indicated "weak places" or "strong places" during the kick-off will be circled for reference. Participants will place stickers showing their preferences for land use changes:

- Green = greenspace or open space preservation
- Yellow = residential
- Red = commercial
- Blue = industrial
- Black = mixed use

An online version of this activity will be open after the workshop series concludes.

Activity 3: UDC Update: Optional exercise to gather input on UDC topics, as needed.





Forward Action Workshop (2 meetings)

Targeted Date: May 2023
Location: Two Hybrid Meetings (to account for one meeting in each district throughout planning process)

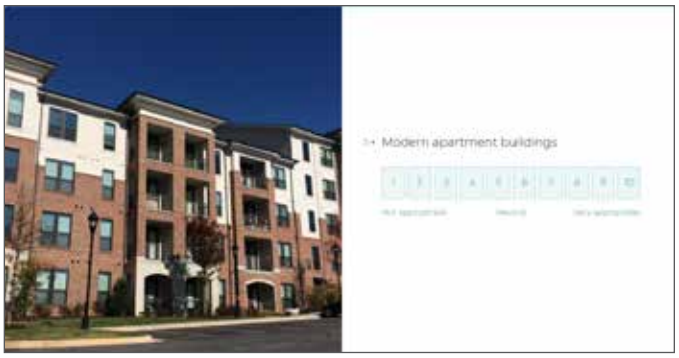
Objective: Confirm direction and begin to think about how Hall County will look in the future.

Presentation (~20 minutes)

- Update on schedule and progress
- Brief summary of Forward Thinking Workshops
- Activities
- Next steps

Activities (~70 minutes)

- **Activity 1: Draft Goals and Actions (open for three weeks).** A table of draft goals and action statements will be displayed for review and feedback. Participants will place stickers showing their preferences for each statement: agree, don't agree, needs work. An online version of this activity will be open after the workshop series concludes.
- **Activity 2: Visual Preference Survey (open for three weeks).** A map of potential redevelopment areas will be displayed, along with some preliminary ideas and a VPS for that area. Participants will rate each image 1 through 5, with 1 meaning "very inappropriate" and 5 meaning "very appropriate." An online version of this activity will be open after the workshop series concludes.
- **Activity 3: UDC Update (TBD).**









MEETINGS & EVENTS

Draft Plan Open House

Targeted Date: October 2023
Location: TBD

Objective: Present the draft plan to the public for feedback. This will be a day-long, drop-in, open house style event without a formal presentation. May schedule staffing in shifts.

Display Boards

- Background information about the plan
- Draft goals and recommendations
- Future land use maps and policies
- Transportation maps
- UDC update
- Projects

Report Cards

Each board will have a QR code at the bottom that will take participants to a virtual "report card" for them to "grade" recommendations. Hard copies will also be made available at the meeting.

Report Card

Future Land Use Map:	B-
Future Land Use Policies:	B+
Transportation Policies:	B
Transportation Projects:	A
Other Projects:	C-
UDC Update:	A+

Road Show

After the event, the County will place copies of the display boards in key, high traffic locations around the county for the community to give comment. These will be displayed for three weeks.





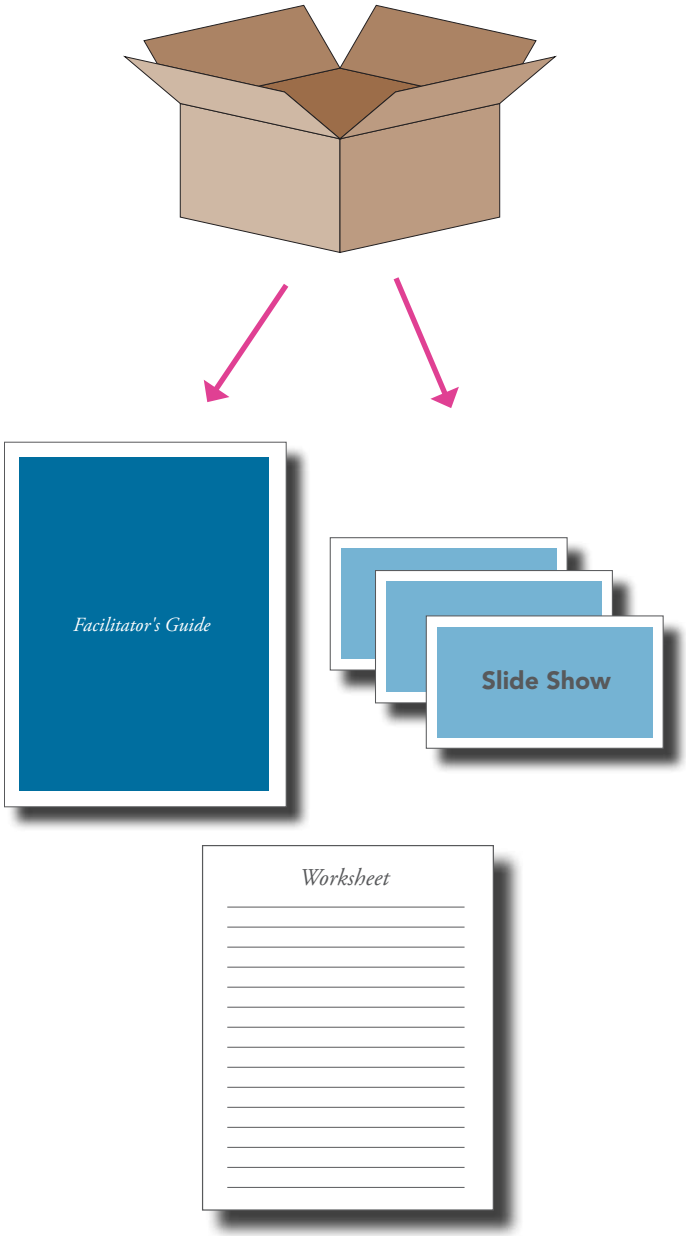
"Meeting-in-a-Box" P IP V

"Meeting-in-a-Box" is a public engagement technique designed for community groups, neighborhood associations, or friends to gather at a convenient time and location to share their opinions about the plan. It encourages group conversation, discussion, and a deeper level of self-directed engagement. This toolkit is designed to respond to the emerging ideas and recommendations from the Planning Team and provide new ideas for consideration. The toolkit will have options for virtual or in-person meetings.

The "Meeting-in-a-Box" tool will be made available in January 2023 up until before the Draft Plan Open House. The tool will include the following:

- A how-to guide for meeting hosts ("facilitators")
- A welcome presentation with a script
- Worksheets
- Reporting tools

The Citizens Advisory Committee will be educated about the "Meeting-in-a-Box" during their first meeting and will be encouraged to host their own meetings using the toolkit. The toolkit will also be advertised and made available online for anyone from the public to use. Depending on the budget available, a small stipend (~$20) could be made available to facilitators and hosts of in-person meetings to cover printing costs, refreshments, etc after the completion of their meeting.



Public Plan Review

A 30-day period will allow the public and other stakeholders to review the plan and provide feedback. The plan will be uploaded onto the project website. Feedback may be received via email, survey, or whatever other means the County finds acceptable. This will occur concurrently with the DCA/GMRC's review process.

Minor Update 2026

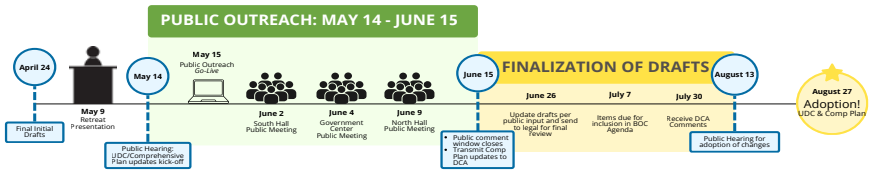
Amendment Draft Open House

Objective: Present the amendment draft plan to the public for feedback.

The County conducted a separate minor update to the Hall County Comprehensive Plan that kicked off in May of 2026 and finished in June 2026. This was conducted in combination with edits to the Unified Development Code (UDC). Three community engagement events were held from 6:00 PM to 8:00 PM (dates and locations listed below) and online comment was available from May 15, 2026, to June 15, 2026.

- June 2, 2026 - Mulberry Creek Community Center
- June 4, 2026 - Hall County Government Center
- June 9, 2026 - North Hall Community Center

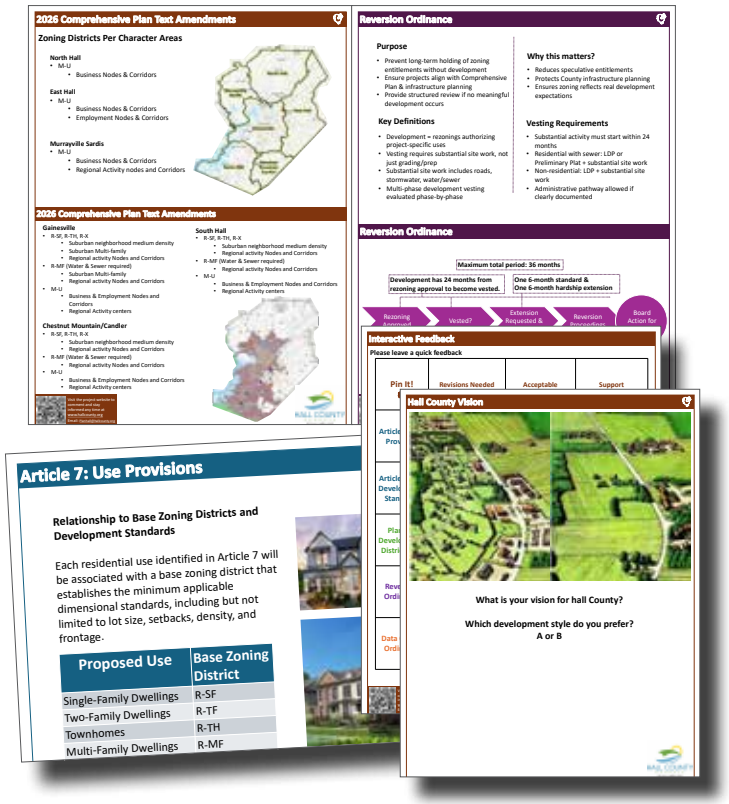
2026 Long-Range Planning updates: Timeline



HALL COUNTY
GEORGIA
We have it all in Hall

Display Boards

- Background information about the plan
- Draft goals and recommendations
- Future land use maps and zoning district compaitability
- UDC update
-



Community Input Survey

While most comments received were associated with the UDC updates, Staff was able to, using public input, provide clarity on the purpose for and definition of the Urbanized Zone as well as define "Activity Centers".

Total comments received were 255: 86 in person during the community engagement events, 159 online, and 10 emailed. We had a total of 173 attendees during the three open house meetings.

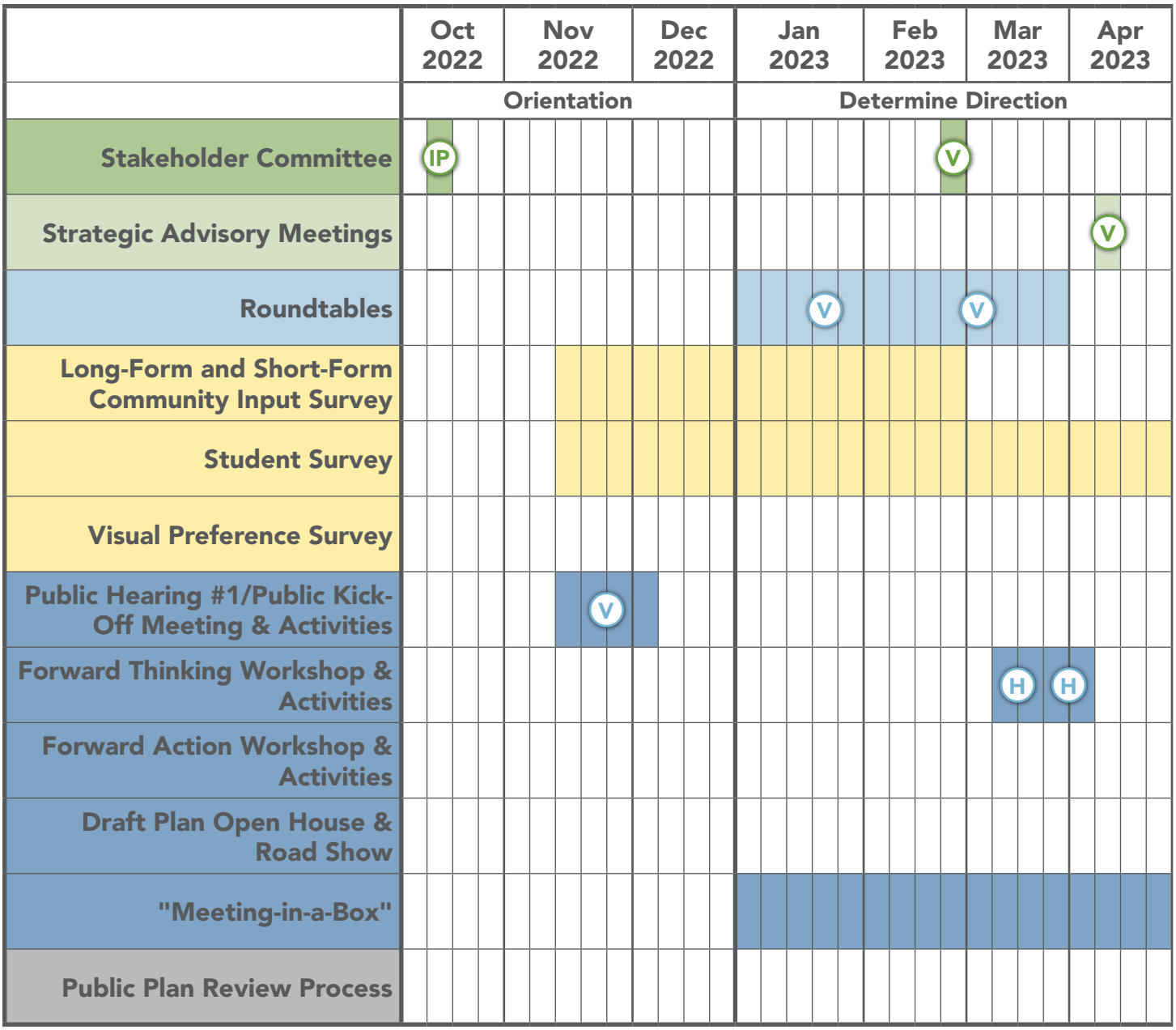








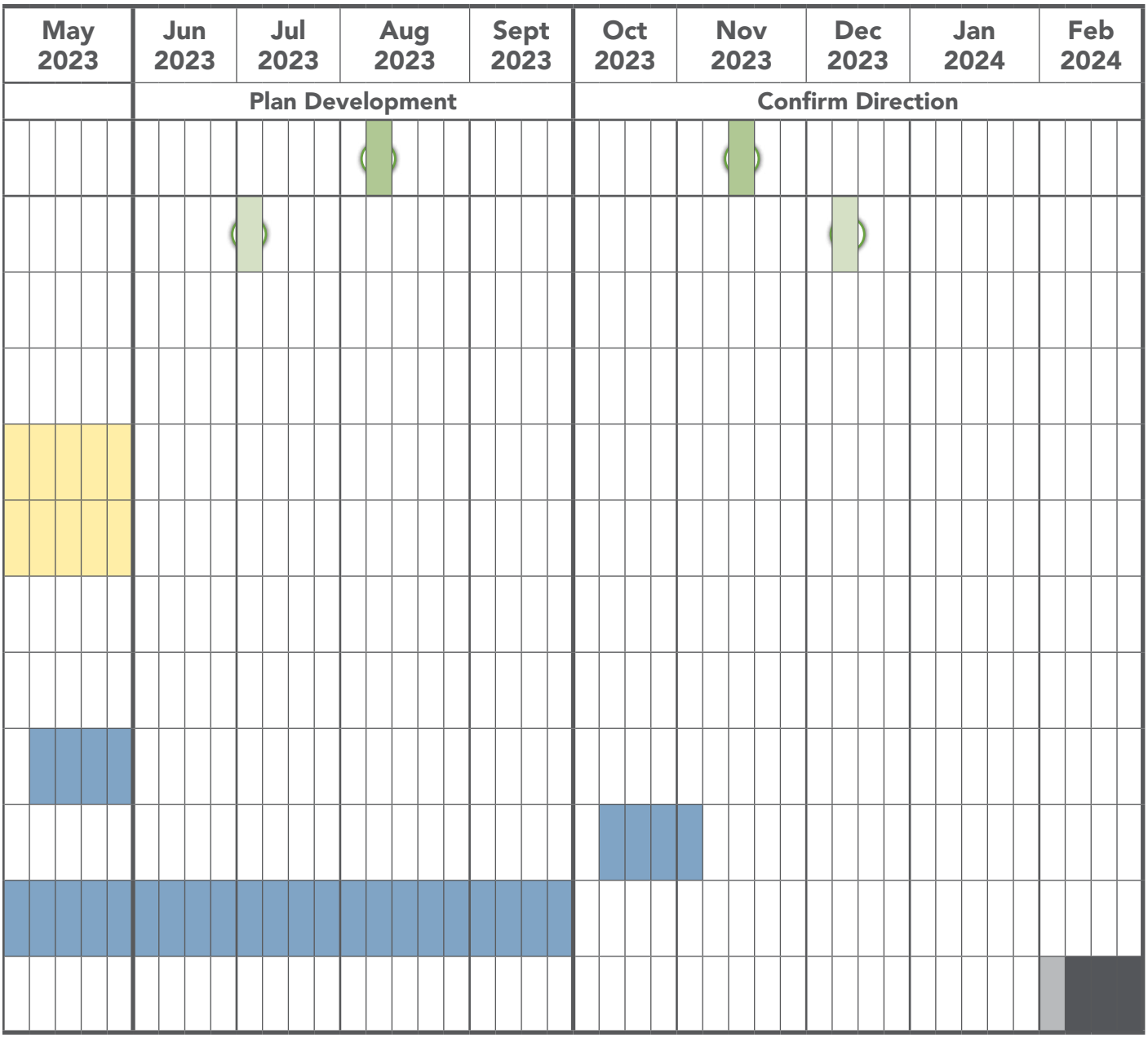
TIMELINE



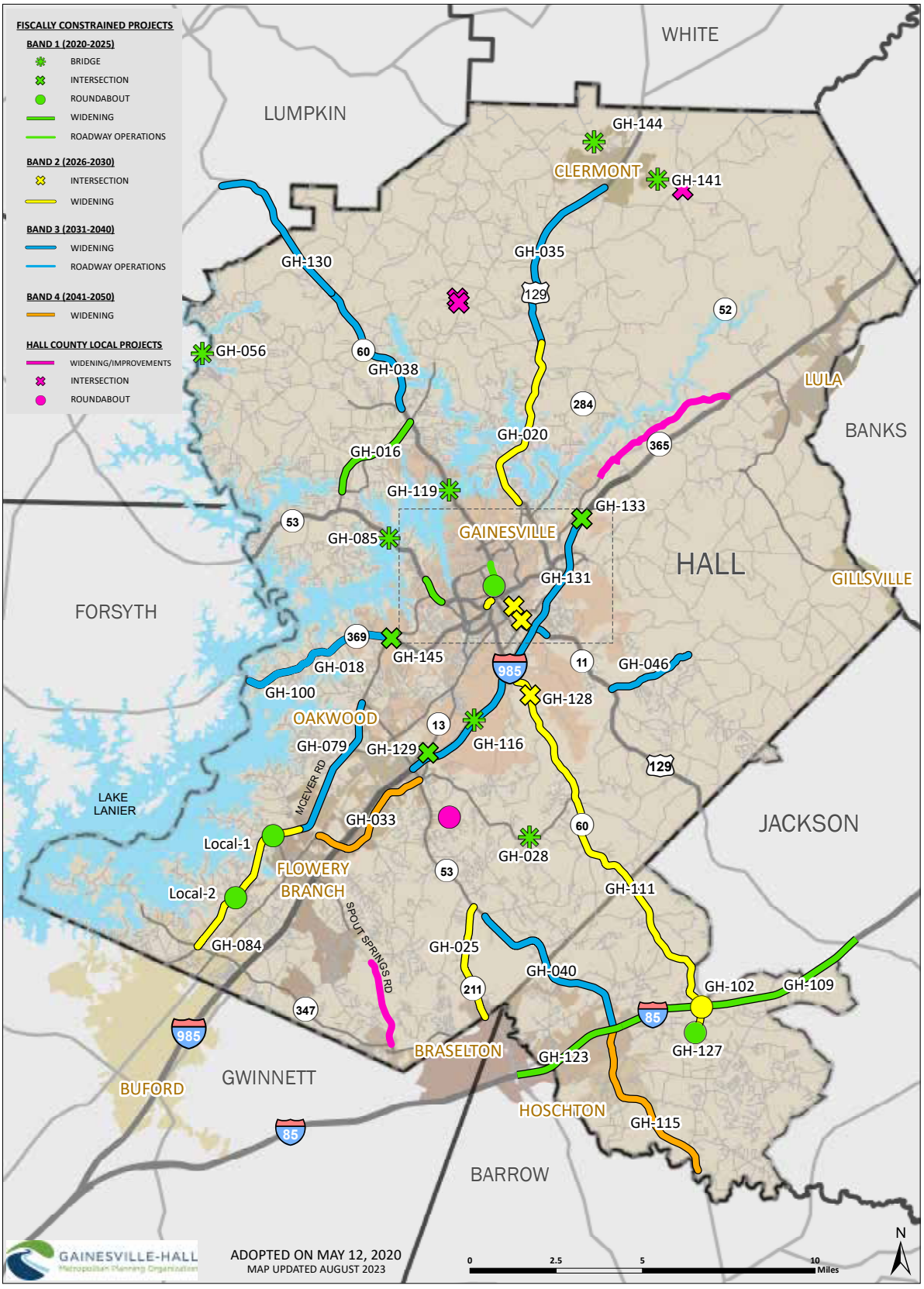
IP In-Person Meeting

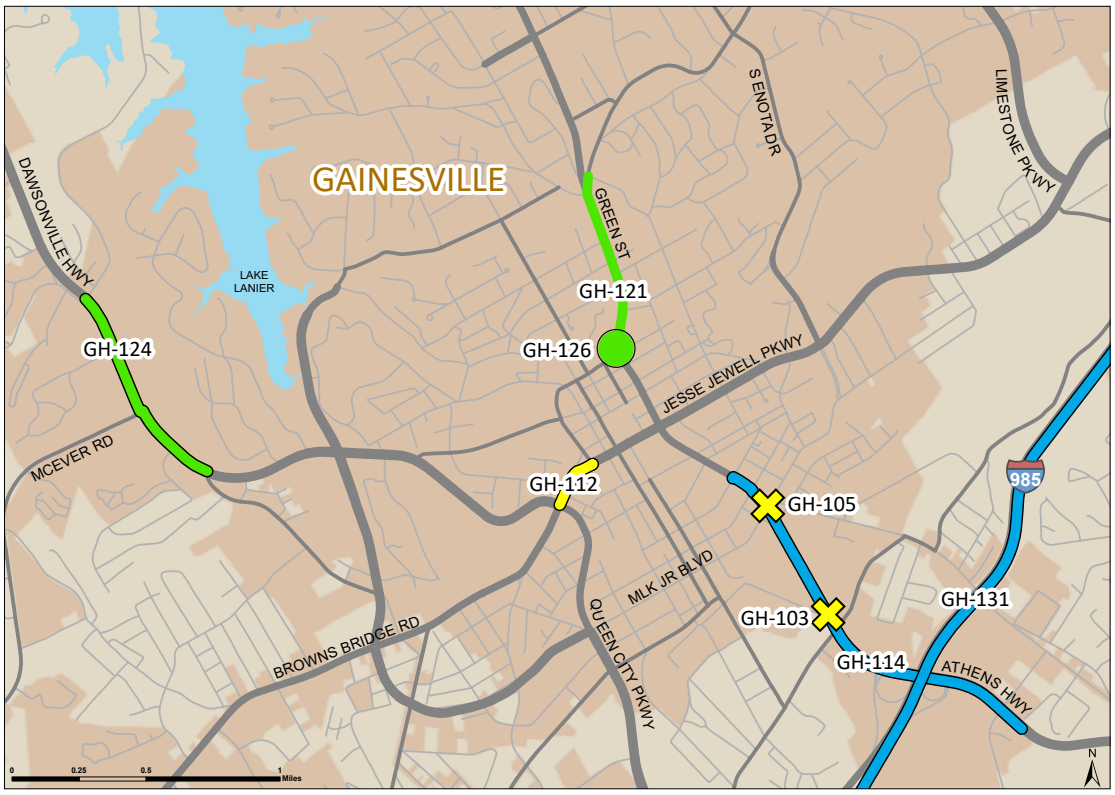
V Virtual Meeting

H Hybrid Meeting (In-person and Virtual)


May 2023
Jun 2023
Jul 2023
Aug 2023
Sept 2023
Oct 2023
Nov 2023
Dec 2023
Jan 2024
Feb 2024
Plan Development
Confirm Direction

2050 Regional Transportation Plan | 2020 Update





GHMPO #	GDOT PI #	Band	Project Name and Description	Project Type
GH-016	003626	1	Sardis Road Connector	Widening
GH-018	0013626	3	SR 369/Browns Bridge Road From SR 53/McEver Road To Forsyth County Line	Widening
GH-020	122060	2	SR 11/US 129 from Lakeview Street to south of Nopone Road (Phases A, B, & C)	Widening
GH-025	0007233	2	SR 211/Old Winder Highway From SR 53/Winder Highway To SR 347/Friendship Road	Widening
GH-028	0013609	2	SR 332/Poplar Springs Road at Walnut Creek & Overflow	Bridges
GH-033	0001822	4-UF	SR 13/Atlanta Highway from Radford Road to South of SR 53	Widening
GH-035	0014129	3	US 129/Cleveland Hwy - N of Nopone/J Hood Road to SR 284/Clarks Bridge Road	Widening
GH-038	132610	2-3	SR 60/Thompson Bridge Road - SR 136/Price Road to Yellow Creek Road in Murrayville	Widening
GH-040	0013310	3-4	SR 53/Winder Highway from I-85/Jackson County to SR 211/Tanners Mill Road/Hall County	Widening
GH-046	0013574	3-4	SR 323/Gillsville Highway from SR 11/US 129/Athens Highway to SR 82/Holly Springs Road	Widening
GH-056	0007170	1	SR 136/Price Road at Chestatee River	Bridges
GH-079	122030	3	McEver Road Widening - Jim Crow Road To SR 53/ Mundy Mill Road	Widening
GH-084	0001821	3	McEver Road from SR 347/Lanier Islands Parkway to CS 537/Gainesville Street	Widening
GH-085	0010212	1	SR 53/Dawsonville Hwy Westbound at Chattahoochee River	Bridges
GH-100		3	SR 369/Browns Bridge Rd. Operations- from McEver Road to Forsyth County Line	Roadway Operations
GH-102	0013086	3-4	I-85 at SR 60 - New Interchange	Interchange
GH-103		2	Athens Highway at Chestnut Street Operations	Intersection
GH-105		2	EE Butler Pkwy/Athens St at MLK Jr. Blvd Improvements	Intersection
GH-109	0013545	1	I-85 from North of SR 53 to North of SR 11 / US 129	Widening
GH-111		2	SR 60/Candler Road from South of I-985 To SR 124	Widening
GH-112		2	SR 369/Jesse Jewell Parkway	Widening
GH-114		3	EE Butler Parkway/Athens Highway/US 129 Capacity	Widening
GH-115	0008434	4-UF	SR 53 from I-85 to Tapp Wood Road	Widening
GH-116	0013922	1	I-985 at CS 991/Elachee Road	Bridges
GH-119	0015551	1	SR 60/Thompson Bridge Road at Chattahoochee River	Bridges
GH-121		1	Green Street Improvements	Roadway Operations
GH-123	110610	1	I-85 from I-985 To North of SR 53	Widening
GH-124	0015702	1	SR 53/Dawsonville Hwy from Ahaluna Drive to Shallowford Road	Widening
GH-126	0015918	1	SR 60/Green Street at CS 898/Academy Street	Roundabout
GH-127	0016166	1	SR 124 at SR 60 & CR 17/Sam Freeman Road	Roundabout
GH-128		2	SR 60/Candler Rd at Fullenwider Road Intersection Improvement	Intersection Improvement
GH-129	0016616	3	SR 13/Atlanta Highway at I 985 & at CR 527/Thurmon Tanner Parkway	Operational Improvement
GH-130	0013762	3	SR 60 from SR 400 to Yellow Creek Road	Widening
GH-131		3-4	I-985 from SR 53/Winder Highway to Lanier Tech Drive	Widening
GH-133	0016074	1	SR 365 Cornelia Highway at Lanier Tech Drive - New Interchange	Interchange
GH-141	0017735	1-2	SR 283 at Flat Creek Bridge Replacement	Bridges
GH-144	0019079	2	SR 284/Shoal Creek Road at Eubank Creek	Bridges
GH-145	0016921	1	SR 53/McEver Road @ SR 369/Browns Bridge Road	Intersection Improvement
Local-1		1	Roundabout at McEver Road/Lights Ferry Road	Roundabout
Local-2		1	Roundabout at McEver Road/Gaines Ferry Road	Roundabout

Capital Improvements Element

HALL COUNTY	Annual Impact Fee Financial Report - 2024/2025							Draft as of 4.23.2026
Public Facility	**Libraries**	**Fire Protection**	**Sheriff's Patrol**	**Public Safety Facility**	**Parks/Recreation**	**Admin**	**CIE Prep**	**TOTAL**
Impact Fee Balance June 30, 2024**	$ 1,621,100.96	$ 107,822.51	$ 160,718.50	$ 418,367.02	$ 4,720,518.76	$ 299,157.35	$ (3,116.82)	$ 7,324,568.28
Impact Fees Collected (July 1, 2024 through June 30, 2025)	435,537.09	87,422.92	24,002.82	106,466.57	1,069,896.64	41,217.41	1,449.02	1,765,992.47
Interest Earned*	-	-	-	-	-	-	-	-
(Impact Fee Refunds)	-	-	-	-	-	-	-	-
(Project Expenditures)	(325,000.00)	-	-	-	(844,167.63)	-	-	(1,169,167.63)
Impact Fee Fund Balance June 30, 2025	$ 1,731,638.05	$ 195,245.43	$ 184,721.32	$ 524,833.59	$ 4,946,247.77	$ 340,374.76	$ (1,667.80)	$ 7,921,393.12
Impact Fees Available	$ 1,731,638.05	$ 195,245.43	$ 184,721.32	$ 524,833.59	$ 4,946,247.77	$ 340,374.76	$ (1,667.80)	$ 7,921,393.12
Impact Fees Obligated	$ -	$ -	$ -	$ -	$ 134,753.70	$ -	$ -	$ 134,753.70

This annual report covers the last completed fiscal year - July 1, 2024 to June 30, 2025. The Hall County Impact Fee Program began April 10, 2003.

There was no interest earned in FY 2025. However, impact fee funds are housed in an interest bearing account. The interest for this account is minimal for the County as a whole.

HALL COUNTY — **Capital Improvements Project Update 2015-2025***

Public Facility: Libraries
Service Areas: County-wide

Project Description	Project Start Date	Project End Date	Cost of Project*	Percentage of Funding from Impact Fees	Other Funding Sources	Impact Fee Expenditures	Impact Fee Funds Available **	Project Status
North Hall Branch Library	2011	2014	2,897,152.00	18.062%	SPLOST	523,275.00	-	Complete
Collection Materials	2012	2013	180,586.00	55.375%	General Fund, State of GA	100,000.00	-	Complete
Collection Materials	2013	2014	305,420.00	32.742%	General Fund, State of GA	100,000.00	-	Complete
Collection Materials	2014	2015	428,611.00	23.331%	General Fund, State of GA	100,000.00	-	Complete
Collection Materials	2015	2016	100,000.00	100.000%		100,000.00	-	Complete
Collection Materials	2016	2017	100,000.00	100.000%		100,000.00	-	Complete
Collection Materials	2017	2018	130,000.00	100.000%		130,000.00		Complete
Collection Materials	2018	2019	135,000.00	100.000%		135,000.00	-	Complete
Collection Materials	2019	2020	100,000.00	100.000%		100,000.00	-	Complete
Collection Materials	2020	2021	100,000.00	100.000%		150,000.00	-	Complete
Collection Materials	2021	2022	190,000.00	100.000%		190,000.00	-	Complete
Collection Materials	2022	2023	200,000.00	100.000%		200,000.00	-	Complete
Collection Materials	2023	2024	225,000.00	100.000%		225,000.00	-	Complete
Collection Materials	2024	2025	325,000.00	100.000%		325,000.00	-	Complete
Collection Materials	2025	2026	325,000.00	100.000%		-	325,000.00	In Process
Collection Materials	2026	2027	360,000.00	100.000%		-	360,000.00	In Process
Expansion of Gainesville Library	2018	2021	5,350,000.00	21.691%	SPLOST, State of GA Grant	1,160,460.59	-	Complete
Estimated Future Year Collection Materials	2027	2029	646,638.05	100.000%		-	596,638.05	In Process
New East Hall Library	2025	2027	5,453,307.00	8.252%	SPLOST, State of GA Grant	-	450,000.00	Design Complete / Construction to Complete 2026 / 2027
Total of Costs, Expenditures & Impact Fees Encumbered			**$ 17,551,714.05**			**$ 3,638,735.59**	**$ 1,731,638.05**	

* For Completed Projects, actual amounts expended are shown instead of the originally estimated costs, while assuring that the Percentage of Funding from Impact Fees

HALL COUNTY — **Capital Improvements Project Update 2015-2025***

Public Facility:	**Fire Protection**
Service Areas:	**County-wide except the City of Gainesville**

Project Description	Project Start Date	Project End Date	Cost of Project*	Percentage of Funding from Impact Fees	Other Funding Sources	Impact Fee Expenditures	Impact Fee Funds Available **	Impact Fees Obligated***	Project Status
Fire Station #16	2012	2014	$ 1,408,338.00	12.725%	SPLOST	$ 179,216.50	$ -	$ -	Complete
Fire Station #17	2020	2024	6,705,795.00	0.000%	SPLOST	550,000.00	-	-	Complete
Fire Apparatus #17	2020	2022	1,133,269.00	0.000%	SPLOST	-	-		Complete
Future Fire Training Center	2027	2029	20,000,000.00	0.976%	Capital Projects Fund - Fire Services / SPLOST	-	195,245.43		In Planning Phase
			-			-	-		
Total of Costs, Expenditures & Impact Fees Encumbered			**$ 29,247,402.00**			**$ 729,216.50**	**$ 195,245.43**	**$ -**	

* For Completed Projects, actual amounts expended are shown instead of the originally estimated costs, while assuring that the Percentage of Funding from Impact Fees does not exceed the percentage impact fee eligible from the adopted Capital Improvement Plan.
** Impact Fee Funds Available as of 6-30-2025
***This is the balance of encumbrances to date in FY2025 for Fire Projects funded with impact fees.

HALL COUNTY — **Capital Improvements Project Update 2015-2025***

Public Facility:	**Public Safety Facility**
Service Areas:	**County-wide**

Project Description	Project Start Date	Project End Date	Cost of Project*	Percentage of Funding from Impact Fees	Other Funding Sources	Impact Fee Expenditures	Impact Fees Funds Available **	Project Status
Expansion of Visitation Room^	2014	2017	$ 407,402.00	100.000%		$ 407,401.97	$ -	Complete
Expansion of Jail Parking	2018	2018	83,737.50	100.000%		83,737.50	-	Complete
Expansion of Sheriff's Headquarters	2021	2022	1,113,741.00	26.936%	Capital Projects Fund	300,000.00	-	Complete
Construction of new Sheriff Training Facility	2024	2028	17,500,000.00	2.999%	SPLOST / Capital Projects Fund	-	524,833.59	Design Complete
Unidentified Projects	TBD	TBD	-			-	-	To be Determined
Total of Costs, Expenditures & Impact Fees Encumbered			**$ 19,104,880.50**			**$ 791,139.47**	**$ 524,833.59**	

* For Completed Projects, actual amounts expended are shown instead of the originally estimated costs, while assuring that the Percentage of Funding from Impact Fees does not exceed the percentage impact fee eligible from the adopted Capital Improvement Plan.
** Impact Fee Funds Available as of 6-30-2025

HALL COUNTY — **Capital Improvements Project Update 2015-2025***

Public Facility:	**Sheriff's Patrol**
Service Areas:	**County-wide**

Project Description	Project Start Date	Project End Date	Cost of Project*	Percentage of Funding from Impact Fees	Other Funding Sources	Impact Fee Expenditures	Impact Fee Funds Available **	Project Status
South Hall Precinct	2014	2015	$ 979,000.00	21.9%	SPLOST	$ 168,626.24	$ -	Complete
Construction of New North Hall Precinct	2028	2030	4,500,000.00	4.1%	Capital / SPLOST	-	184,721.32	Not Started Yet; Planning Phase
Unidentified Projects			-			-	-	To be Determined
			-			-	-	
Total of Costs, Expenditures & Impact Fees Encumbered			**$ 5,479,000.00**			**$ 168,626.24**	**$ 184,721.32**	

* For Completed Projects, actual amounts expended are shown instead of the originally estimated costs, while assuring that the Percentage of Funding from Impact Fees does not exceedthe percentage impact fee eligible from the adopted Capital Improvement Plan.
** Impact Fee Funds Available as of 6-30-2025

Capital Improvements Element

HALL COUNTY — **Capital Improvements Project Update 2015-2025***

Public Facility:	**Parks & Recreation**
Service Areas:	**County-wide except the City of Gainesville**

Project Description	Project Start Date	Project End Date	Cost of Project*	Percentage of Funding from Impact Fees	Other Funding Sources	Impact Fee Expenditures	Impact Fee Funds Available **	Impact Fees Obligated***	Project Status
Albert Banks Park (Field of Dreams	2013	2014	400,000.00	56.788%	Grant, General Fund	227,151.02	-	-	Complete
Cherokee Bluffs Park	2015	2021	3,212,958.00	86.438%	SPLOST	2,777,217.13	-	-	Complete
Purchase of Future Greenspace for Healan's Mill Greenway	2018	2018	669,533.02	50.712%	Grant, General Fund	339,533.02	-	-	Complete
Tadmore Park Renovation	2021	2023	1,824,421.51	19.693%	SPLOST	359,290.94	-	-	Complete
Alberta Banks Renovation	2022	2024	1,033,330.00	54.116%	SPLOST	559,192.25	-	-	Complete
Laurel Park Restoration	2022	2027	2,130,250.00	37.262%	SPLOST / Capital Projects	443,776.20	350,000.00	-	In process
AG Center Renovation	2022	2026	1,699,000.00	31.101%	SPLOST / Capital Projects	526,311.40	-	2,093.60	In process
Healan's Mill Park Construction	2022	2028	4,000,000.00	25.789%	N/A	332,240.66	646,216.00	53,117.00	In Design Phase
New Sidewalk - Butler Park	2025	2026	641,873.00	100.000%	N/A	562,329.90	-	79,543.10	In Process
Future South Hall Park / Senior Center	2025	2027	40,000,000.00	9.875%	SPLOST / Capital Projects	-	3,950,031.77	-	Planning Phase
Unidentified Projects	TBD	TBD	-				-	-	Not Started
Total of Costs, Expenditures & Impact Fees Encumbered			**$ 55,611,365.53**			**$ 6,127,042.52**	**$ 4,946,247.77**	**$ 134,753.70**	

* For Completed Projects, actual amounts expended are shown instead of the originally estimated costs, while assuring that the Percentage of Funding from Impact Fees does not exceed the percentage impact fee eligible from the adopted Capital Improvement Plan.
** Impact Fee Funds Available as of 6-30-2025
***This is the balance of encumbrances to date in FY2026 for Parks Projects funded with impact fees.

HALL COUNTY — **Capital Improvements Project Update 2015-2025***

Public Facility:	**Administration**
Service Areas:	**County-wide**

Project Description	Project Start Date	Project End Date	Cost of Project*	Percentage of Funding from Impact Fees	Other Funding Sources	Impact Fee Expenditures	Impact Fee Funds Available **	Project Status
						$ -	$ -	
Unidentified Projects			-			-	340,374.76	To be Determined
			-			-	-	
Total of Costs, Expenditures & Impact Fees Encumbered			**$ -**			**$ -**	**$ 340,374.76**	

* For Completed Projects, actual amounts expended are shown instead of the originally estimated costs, while assuring that the Percentage of Funding from Impact Fees does not exceedthe percentage impact fee eligible from the adopted Capital Improvement Plan.
** Impact Fee Funds Available as of 6-30-2025

AGENDA ITEM

Planning & Zoning

REPORT TO: **Work Session (06/22/26)**

REPORT TO: **Voting Meeting (06/25/26)**

ITEM NO: 413/2026

SUBJECT: Public Hearing to adopt Hall County's updated Capital Improvements Element (CIE) and Community Work Program (CWP).

Meetings:

Work Session Date: 06/22/26 **Voting Meeting Date:** 06/25/26

Executive Summary:

Presenter: KA

Recommendation:
Conduct public hearing

Purpose of Request:
Public Hearing to adopt Hall County's updated Capital Improvements Element (CIE) and Community Work Program (CWP).

History:
This is an annual requirement by DCA to maintain Qualified Local Government (QLG) status.

Facts and Issues:

Options:

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

Approvals:

Submit	Approve	Attorney	Administration
KE	KA	JL	CR
Clerk			
AD			

Attachments:

Resolution
Capital Improvements Element
Community Work Program

Hall County, Georgia

Resolution Adopting Update of the Capital Improvements Element and Community Work Program

WHEREAS, Hall County previously prepared, in accordance with the Development Impact Fee compliance requirements and the Minimum Planning Standards and Procedures for Local Comprehensive Planning established by the Georgia Planning Act of 1989, an annual update to the Capital Improvements Element and Community Work Program; and

WHEREAS, a public hearing was held on June 25, 2026; and

WHEREAS, the annual update of the Capital Improvements Element and Community Work Program covering the five-year period from 2026-2030 was submitted to the Georgia Mountains Regional Commission and the Department of Community Affairs for review, as per the requirements of the Georgia Planning Act; and

WHEREAS, the annual update of the Capital Improvements Element and Community Work Program was approved by the Georgia Mountains Regional Commission and the Department of Community Affairs; and

WHEREAS, the annual update of the Capital Improvements Element and Community Work Program, upon adoption, will be officially submitted to the Georgia Mountains Regional commission and the Department of Community Affairs.

NOW, THEREFORE, BE IT RESOLVED that the Chairman and Board of Commissioners of Hall County do hereby adopt the annual update to the Capital Improvements Element and Community Work Program, as amended, covering the five-year period from 2026-2030.

Adopted this _____day of _____

HALL COUNTY BOARD OF COMMISSIONERS

By:_____
Chairman

ATTEST:

_____
Commission Clerk
Hall County Board of Commissioners

APPROVED AS TO FORM:

_____

County Attorney

HALL COUNTY	Annual Impact Fee Financial Report - 2024/2025								Draft as of 4.23.2026
Public Facility	**Libraries**	**Fire Protection**	**Sheriff's Patrol**		**Public Safety Facility**	**Parks/Recreation**	**Admin**	**CIE Prep**	**TOTAL**
Impact Fee Balance June 30, 2024**	$ 1,621,100.96	$ 107,822.51	$ 160,718.50		$ 418,367.02	$ 4,720,518.76	$ 299,157.35	$ (3,116.82)	$ 7,324,568.28
Impact Fees Collected (July 1, 2024 through June 30, 2025)	435,537.09	87,422.92	24,002.82		106,466.57	1,069,896.64	41,217.41	1,449.02	1,765,992.47
Interest Earned*	-	-	-		-	-	-	-	-
(Impact Fee Refunds)	-	-	-		-	-	-	-	-
(Project Expenditures)	(325,000.00)	-	-		-	(844,167.63)	-	-	(1,169,167.63)
Impact Fee Fund Balance June 30, 2025	$ 1,731,638.05	$ 195,245.43	$ 184,721.32		$ 524,833.59	$ 4,946,247.77	$ 340,374.76	$ (1,667.80)	$ 7,921,393.12
Impact Fees Available	$ 1,731,638.05	$ 195,245.43	$ 184,721.32		$ 524,833.59	$ 4,946,247.77	$ 340,374.76	$ (1,667.80)	$ 7,921,393.12
Impact Fees Obligated	$ -	$ -	$ -		$ -	$ 134,753.70	$ -	$ -	$ 134,753.70

This annual report covers the last completed fiscal year - July 1, 2024 to June 30, 2025. The Hall County Impact Fee Program began April 10, 2003.

There was no interest earned in FY 2025. However, impact fee funds are housed in an interest bearing account. The interest for this account is minimal for the County as a whole.

HALL COUNTY **Capital Improvements Project Update 2015-2025***

Public Facility: **Libraries**

Service Areas: **County-wide**

Project Description	Project Start Date	Project End Date	Cost of Project*	Percentage of Funding from Impact Fees	Other Funding Sources	Impact Fee Expenditures	Impact Fee Funds Available **	Project Status
North Hall Branch Library	2011	2014	2,897,152.00	18.062%	SPLOST	523,275.00	-	Complete
Collection Materials	2012	2013	180,586.00	55.375%	General Fund, State of GA	100,000.00	-	Complete
Collection Materials	2013	2014	305,420.00	32.742%	General Fund, State of GA	100,000.00	-	Complete
Collection Materials	2014	2015	428,611.00	23.331%	General Fund, State of GA	100,000.00	-	Complete
Collection Materials	2015	2016	100,000.00	100.000%		100,000.00	-	Complete
Collection Materials	2016	2017	100,000.00	100.000%		100,000.00	-	Complete
Collection Materials	2017	2018	130,000.00	100.000%		130,000.00		Complete
Collection Materials	2018	2019	135,000.00	100.000%		135,000.00	-	Complete
Collection Materials	2019	2020	100,000.00	100.000%		100,000.00	-	Complete
Collection Materials	2020	2021	100,000.00	100.000%		150,000.00	-	Complete
Collection Materials	2021	2022	190,000.00	100.000%		190,000.00	-	Complete
Collection Materials	2022	2023	200,000.00	100.000%		200,000.00	-	Complete
Collection Materials	2023	2024	225,000.00	100.000%		225,000.00	-	Complete
Collection Materials	2024	2025	325,000.00	100.000%		325,000.00	-	Complete
Collection Materials	2025	2026	325,000.00	100.000%		-	325,000.00	In Process
Collection Materials	2026	2027	360,000.00	100.000%		-	360,000.00	In Process
Expansion of Gainesville Library	2018	2021	5,350,000.00	21.691%	SPLOST, State of GA Grant	1,160,460.59	-	Complete
Estimated Future Year Collection Materials	2027	2029	646,638.05	100.000%		-	596,638.05	In Process
New East Hall Library	2025	2027	5,453,307.00	8.252%	SPLOST, State of GA Grant	-	450,000.00	Design Complete / Construction to Complete 2026 / 2027
Total of Costs, Expenditures & Impact Fees Encumbered			**$ 17,551,714.05**			**$ 3,638,735.59**	**$ 1,731,638.05**	

* For Completed Projects, actual amounts expended are shown instead of the originally estimated costs, while assuring that the Percentage of Funding from Impact Fees does not exceed the percentage impact fee eligible from the adopted Capital Improvement Plan.

** Denotes the amount of impact fee funds available as of 6-30-2025

HALL COUNTY **Capital Improvements Project Update 2015-2025***

Public Facility:	**Fire Protection**
Service Areas:	**County-wide except the City of Gainesville**

Project Description	Project Start Date	Project End Date	Cost of Project*	Percentage of Funding from Impact Fees	Other Funding Sources	Impact Fee Expenditures	Impact Fee Funds Available **	Impact Fees Obligated***	Project Status
Fire Station #16	2012	2014	$ 1,408,338.00	12.725%	SPLOST	$ 179,216.50	$ -	$ -	Complete
Fire Station #17	2020	2024	6,705,795.00	0.000%	SPLOST	550,000.00	-	-	Complete
Fire Apparatus #17	2020	2022	1,133,269.00	0.000%	SPLOST	-	-		Complete
Future Fire Training Center	2027	2029	20,000,000.00	0.976%	Capital Projects Fund - Fire Services / SPLOST	-	195,245.43		In Planning Phase
			-			-	-		
Total of Costs, Expenditures & Impact Fees Encumbered			**$ 29,247,402.00**			**$ 729,216.50**	**$ 195,245.43**	**$ -**	

* For Completed Projects, actual amounts expended are shown instead of the originally estimated costs, while assuring that the Percentage of Funding from Impact Fees does not exceed the percentage impact fee eligible from the adopted Capital Improvement Plan.

** Impact Fee Funds Available as of 6-30-2025

***This is the balance of encumbrances to date in FY2025 for Fire Projects funded with impact fees.

HALL COUNTY **Capital Improvements Project Update 2015-2025***

Public Facility:	**Public Safety Facility**
Service Areas:	**County-wide**

Project Description	Project Start Date	Project End Date	Cost of Project*	Percentage of Funding from Impact Fees	Other Funding Sources	Impact Fee Expenditures	Impact Fees Funds Available **	Project Status
Expansion of Visitation Room^	2014	2017	$ 407,402.00	100.000%		$ 407,401.97	$ -	Complete
Expansion of Jail Parking	2018	2018	83,737.50	100.000%		83,737.50	-	Complete
Expansion of Sheriff's Headquarters	2021	2022	1,113,741.00	26.936%	Capital Projects Fund	300,000.00	-	Complete
Construction of new Sheriff Training Facility	2024	2028	17,500,000.00	2.999%	SPLOST / Capital Projects Fund	-	524,833.59	Design Complete
Unidentified Projects	TBD	TBD	-			-	-	To be Determined
Total of Costs, Expenditures & Impact Fees Encumbered			**$ 19,104,880.50**			**$ 791,139.47**	**$ 524,833.59**	

* For Completed Projects, actual amounts expended are shown instead of the originally estimated costs, while assuring that the Percentage of Funding from Impact Fees does not exceed the percentage impact fee eligible from the adopted Capital Improvement Plan.

** Impact Fee Funds Available as of 6-30-2025

HALL COUNTY **Capital Improvements Project Update 2015-2025***

Public Facility:	**Parks & Recreation**
Service Areas:	**County-wide except the City of Gainesville**

Project Description	Project Start Date	Project End Date	Cost of Project*	Percentage of Funding from Impact Fees	Other Funding Sources	Impact Fee Expenditures	Impact Fee Funds Available **	Impact Fees Obligated***	Project Status
Albert Banks Park (Field of Dreams	2013	2014	400,000.00	56.788%	Grant, General Fund	227,151.02	-	-	Complete
Cherokee Bluffs Park	2015	2021	3,212,958.00	86.438%	SPLOST	2,777,217.13	-	-	Complete
Purchase of Future Greenspace for Healan's Mill Greenway	2018	2018	669,533.02	50.712%	Grant, General Fund	339,533.02	-	-	Complete
Tadmore Park Renovation	2021	2023	1,824,421.51	19.693%	SPLOST	359,290.94	-	-	Complete
Alberta Banks Renovation	2022	2024	1,033,330.00	54.116%	SPLOST	559,192.25	-	-	Complete
Laurel Park Restoration	2022	2027	2,130,250.00	37.262%	SPLOST / Capital Projects	443,776.20	350,000.00	-	In process
AG Center Renovation	2022	2026	1,699,000.00	31.101%	SPLOST / Capital Projects	526,311.40	-	2,093.60	In process
Healan's Mill Park Construction	2022	2028	4,000,000.00	25.789%	N/A	332,240.66	646,216.00	53,117.00	In Design Phase
New Sidewalk - Butler Park	2025	2026	641,873.00	100.000%	N/A	562,329.90	-	79,543.10	In Process
Future South Hall Park / Senior Center	2025	2027	40,000,000.00	9.875%	SPLOST / Capital Projects	-	3,950,031.77	-	Planning Phase
Unidentified Projects	TBD	TBD	-				-	-	Not Started
Total of Costs, Expenditures & Impact Fees Encumbered			**$ 55,611,365.53**			**$ 6,127,042.52**	**$ 4,946,247.77**	**$ 134,753.70**	

* For Completed Projects, actual amounts expended are shown instead of the originally estimated costs, while assuring that the Percentage of Funding from Impact Fees does not exceed the percentage impact fee eligible from the adopted Capital Improvement Plan.

** Impact Fee Funds Available as of 6-30-2025

***This is the balance of encumbrances to date in FY2026 for Parks Projects funded with impact fees.

HALL COUNTY **Capital Improvements Project Update 2015-2025***

Public Facility:	**Sheriff's Patrol**
Service Areas:	**County-wide**

Project Description	Project Start Date	Project End Date	Cost of Project*	Percentage of Funding from Impact Fees	Other Funding Sources	Impact Fee Expenditures	Impact Fee Funds Available **	Project Status
South Hall Precinct	2014	2015	$ 979,000.00	21.9%	SPLOST	$ 168,626.24	$ -	Complete
Construction of New North Hall Precinct	2028	2030	4,500,000.00	4.1%	Capital / SPLOST	-	184,721.32	Not Started Yet; Planning Phase
Unidentified Projects			-			-	-	To be Determined
			-			-	-	
Total of Costs, Expenditures & Impact Fees Encumbered			**$ 5,479,000.00**			**$ 168,626.24**	**$ 184,721.32**	

* For Completed Projects, actual amounts expended are shown instead of the originally estimated costs, while assuring that the Percentage of Funding from Impact Fees does not exceedthe percentage impact fee eligible from the adopted Capital Improvement Plan.

** Impact Fee Funds Available as of 6-30-2025

HALL COUNTY **Capital Improvements Project Update 2015-2025***

Public Facility:	**Administration**
Service Areas:	**County-wide**

Project Description	Project Start Date	Project End Date	Cost of Project*	Percentage of Funding from Impact Fees	Other Funding Sources	Impact Fee Expenditures	Impact Fee Funds Available **	Project Status
						$ -	$ -	
Unidentified Projects			-			-	340,374.76	To be Determined
			-			-	-	
Total of Costs, Expenditures & Impact Fees Encumbered			**$ -**			**$ -**	**$ 340,374.76**	

* For Completed Projects, actual amounts expended are shown instead of the originally estimated costs, while assuring that the Percentage of Funding from Impact Fees does not exceedthe percentage impact fee eligible from the adopted Capital Improvement Plan.

** Impact Fee Funds Available as of 6-30-2025

Hall County 2024-2032 Community Work Program (CWP)					
Action Item	**Timeframe**	**Estimated Cost**	**Responsible Party**	**Funding Source**	**Notes**
Work with the Georgia Mountain Regional Commission (GMRC) and its participating counties to tackle regional issues with growth management	2025-2032	Staff Time	Planning & Development; GMRC	Development Service	Ongoing. Hall County Planning has partnered with GMRC to do a comprehensive plan update and ensure regional issues are considered in this plan.
Track the construction of new developments to ensure that growth is happening as projected and to update level of service projections.	2025-2032	Staff Time	Planning & Development	Development Service	Ongoing. Hall County GIS has developed a dashboard to track approved rezonings, issued land disturbance permits, and issued building permits. This continues to be monitored and utilized in appropriate updates such as the level of service.
Establish regular communication with Hall County Schools to share data on new construction and population estimates so that educational facilities can be updated or added to accommodate projected enrollment.	2025-2032	Staff Time	Planning & Development; Hall County Schools	Development Service	Ongoing. The school system was added to our tentative packet group where they are notified of upcoming rezoning applications that may impact the school system.
Prepare a Unified Development Code to update, consolidate, and streamline land use and development regulations and to support the goals of the Comprehensive Plan	2025	$25,000	Planning & Development	Development Service	Completed. The UDC will continue to be refined as we evaluate its effectiveness for Hall County goals.
Evaluate the effectiveness of the County's tree protection standards and identify potential amendments, as necessary	2025-2027	Staff Time	Planning & Development	Development Service	Ongoing. Hall County will continue to evaluate this code section and suggest updates where appropriate.
Evaluate the effectiveness of the County's Conservation Subdivision Design Option and identify potential amendments, as necessary	2025-2027	Staff Time	Planning & Development; Consultant	Development Service	Part of UDC scope - Ongoing. Hall County will continue to evaluate this code section and suggest updates where appropriate.
Evaluate zoning buffer standards to ensure they are sufficient where commercial or industrial uses abut residential properties and identify potential amendments, as necessary	2025-2027	Staff Time	Planning & Development; Consultant	Development Service	Part of UDC scope - Ongoing. Hall County will continue to evaluate this code section and suggest updates where appropriate.
Review use and outdoor storage/display standards in the Gateway Corridor Overaly District to identify apporpriate locations and screening requirements	2025	Staff Time	Planning & Development; Consultant	Development Service	Part of UDC scope - Complete.
Assess compatibility of municipalities' corridor standards/design guidelines with the County's; identify any requirements that could enhance the quality of development in the county.	2025-2027	Staff Time	Planning & Development; Consultant	Development Service	Part of UDC scope. Ongoing. Hall County will continue to evaluate this code section and suggest updates where appropriate.
Review existing regulations for impediments to special housing needs and oppoortunities such as senior housing, accessory dwelling units, and affordable housing	2025-2027	Staff Time	Planning & Development; Consultant	Development Service	Ongoing. Hall County will continue to evaluate this and suggest updates where appropriate.
Amend regulations to reinforce infrastructure requirements for single-family development (based on commonly applied conditions of zoning)	2025-2027	Staff Time	Planning & Development	Development Service	Part of UDC scope. Further evaluation continues to occur while Hall County is in a residential suspension with a completion date of August 2026.
Update Gateway Corridor Overlay District standards to help blend existing and new development in rural areas, particularly along US-129/Cleveland Highway and SR 365/Cornelia Highway	2025-2027	Staff Time	Planning & Development	Development Service	Ongoing. Hall County will continue to evaluate this code section and suggest updates where appropriate. Anticipated completion date of 2027.

Implement the recommendations from the neighborhood-level planning effort with the Morningside Heights, Black and Cooley Drive, and Gaines Mill Road Communities	2026-2027	Staff Time	Board of Commissioners, County Staff, Citizens of Gainesville and Hall County	Development Service	Ongoing. Hall County will consider these recommendations for implementation through its ongoing effort to make major UDC updates through 2027.
Maintain residential or agricultural use as the primary use(s) along roadways that do not have a "corridor" designation on the Future Development Map	2025-2032	Staff Time	Planning & Development	Development Service	Ongoing. This continues to be a consideration in all Hall County UDC and Comp Plan updates
Develop design guidelines that reflect the Quality Development Strategies shown in the plan that inform standards for landscaping, connectivity, site design, amenities, etc.	2026-2027	$50,000	Planning & Development; Consultant	Development Service	Ongoing. Hall County will continue to evaluate these standards and propose amendments to the UDC for implementation purposes.
Create a small area study for the Inland Port area	2025-2027	$200,000	Planning & Development, Consultant	Development Service	Not started. This initiative will be prioritized as part of the upcoming Hall County Comprehensive Plan update.
Conduct a small area plan for the Sardis Connector that could be used as a basis for the development of a zoning overlay to guide future land use decisions as the corridor develops.	2026-2027	$50,000	Planning & Development, Consultant	Development Service	Not started. This initiative will be prioritized as part of the upcoming Hall County Comprehensive Plan update.
Housing					
Coordinate and discuss affordable/workforce housing-related needs and initiaitves with the cities, Habitat for Humanity, and other public or private stakeholders	2025-2032	Staff Time	Board of Commissioners, Joint Municipal Association, Habitat for Humanity, County Administration, Planning & Development	Development Service	Ongoing. Hall County will continue to evaluate these opportunities and propose amendments to the UDC where appropriate.
Establish a joint program with the City of Gainesville to address housing attainability through the Georgia Initiative for Community Housing (GICH) program	2025-2026	Staff Time	Planning & Development	Development Service	Complete. The County is directly involved with the GICH program.
Continue to review existing regulations that create barriers for special housing needs and opportunities such as senior housing, accessory dwelling units, and affordable housing.	2025-2032	Staff Time	Planning & Development	Development Service	Ongoing. Hall County will continue to evaluate these existing regulations and propose amendments to the UDC where appropriate.
Conduct an affordability study that examines the existing house inventory, housing market, and housing needs in Hall County to develop policy that reflect the needs and priorities of all members of the community.	2025	$100,000	Planning & Development, Consultant	Development Service	Complete. This was conducted as part of the 2024 comprehensive plan update.
Establish affordability incentives for new development as part of the affordability study.	2025	$100,000, Staff Time	Planning & Development, Consultant	Development Service	Complete. This was conducted as part of the 2024 comprehensive plan update.
Continue to identify properties suitable for federal Community Home Investment Program (CHIP) and Neighborhood Stabilization Program (NSP) grants to assist with home repairs/rehabilitation and to provide affordable housing opportunities.	2025-2032	Staff Time	Planning & Development	Development Service	Ongoing. Hall County will continue to identify grant opportunities and apply as eligibility criteria are met.
Create an affordable housing task force with developers, banks, and housing advocates.	2025-2032	Staff Time	Planning & Development	Development Service	Ongoing. A housing task force is established and is continues to review existing regulations that create barriers for special housing needs and opportunities such as senior housing, accessory dwelling units, and affordable housing.

Infrastructure Maintenance & Expansion					
Sardis Road Connector – SR 60/Thompson Bridge Road to Sardis Road/Chestatee Road	2025-2028	~~32000000~~ **$85,619,201**	**GDOT**/GHMPO	HB 170; SPLOST	GH-016; PI 003626 **Currently under construction – estimated open to traffic date is 2027/2028.** **SPLOST (complete): $27,647,764** **HB 170: $57,971,437**
Widening of SR 11/US 129 from Lakeview Street to south of Nopone Road (Phase I)	2025-2029	~~39000000~~ **$86,386,207**	**GDOT**/GHMPO	HB 170; ~~SPLOST~~	GH-020A; PI 122060 **Construction set for FY 2026. Estimated open to traffic date 2028.** **No Hall County local funding expected.**
Widening of SR 211/Old Winder Highway From SR 53/Winder Highway To SR 347/Friendship Road	2027-2029	~~35000000~~ **$147,698,585**	**GDOT**/GHMPO	HB 170; ~~SPLOST~~	GH-025; PI 007233 **Construction set for FY 2029, estimated open to traffic date of 2031.** **No Hall County local funding expected.**
Widening of SR 60/Candler Rd.– From south of I-985 to SR 124	2027-2031	~~$65,000,000~~	**GDOT**/GHMPO	GDOT	GH-111**A & GH111B** **Construction currently in unfunded long range of GHMPO MTP (2055+)** **No Hall County local funding expected.**
East-West Corridor Study / (Northern Bypass Study)	2028-2029	$110,000	GHMPO	Development Services / **GDOT**	Potential study on hold until Sardis Connector is complete, per Hall County Admin.
Widening of I-985 From I-85/Gwinnett to SR 53/Mundy Mill Road	Unknown	~~38000000~~ **$169,504,413**	~~Federal, State~~ **GDOT/ GHMPO**	~~TSPLOST~~ **TBD**	~~Contingent on passage of TSPLOS~~**T GH-120; PI 0014130** **Construction currently in unfunded long range of GHMPO MTP (2055+)** **No Hall County local funding expected.**
Widening of US 129/Cleveland Highway - Lakeview Street to S of Nopone Road, Phase I	Unknown	~~$76,000,000~~	~~Federal , State~~	~~TSPLOST~~ **TBD**	~~Contingent on passage of TSPLOST~~ **Repeat project – delete**
Widening of US 129/Cleveland Highway - Brittany Court to S of Lakeview Street, Phase II	2028-2030	$36,000,000	~~State~~ **GDOT/ GHMPO**	~~TSPLOST~~ **HB 170**	~~Contingent on passage of TSPLOST~~ **GH-020B; PI 0016862** **Construction currently scheduled for 2030, with open to traffic date of 2032.** **No Hall County local funding expected.**
Widening of US 129/Cleveland Highway - Limstone Parkway to N of Brittany Court, Phase III	2028-2030	~~28000000~~ **$48,468,238**	~~State~~ **GDOT/ GHMPO**	~~TSPLOST~~ **HB 170**	~~Contingent on passage of TSPLOST~~ **GH-020C; PI 0016863** **Construction currently scheduled for 2030, with open to traffic date of 2032.** **No Hall County local funding expected.**
SR 365/Cornelia Highway At Howard Road - New Interchange	2025-2027	~~100000000~~ **$27,927,892**	~~State~~ **GDOT/ GHMPO**	~~TSPLOST~~ **HB 170**	~~Contingent on passage of TSPLOST~~ **GH-133; PI 0016074** **Under construction. Expected open to traffic date is 2027/2028.** **No Hall County local funding required.**
Widening of SR 369/Browns Bridge Road From SR 53/McEver Road To Forsyth County Line	Unknown	~~47000000~~ **$61,280,557**	~~State~~ **GDOT/ GHMPO**	~~TSPLOST~~ **HB 170**	~~Contingent on passage of TSPLOST~~ **GH-018; PI 0013626** **Construction scheduled for 2034. Expected open to traffic date is 2036.** **No Hall County local funding expected.**
Widening of SR 11/US 129/Cleveland Highway From North of CR 65/Nopone To SR 284/Clarks Bridge Road	Unknown	~~35000000~~ **$52,495,154**	~~State~~ **GDOT/ GHMPO**	~~TSPLOST~~ **HB 170**	~~Contingent on passage of TSPLOST~~ **GH-035; PI 0014129** **Construction scheduled for 2040. Expected open to traffic date is 2042.** **No Hall County local funding expected.**
Widening of SR 60/Thompson Bridge Rd From SR 136/Price Rd to CR 158/Yellow Creek Rd in Murrayville	2027-2029	~~67000000~~ **$138,652,259**	~~State~~ **GDOT/ GHMPO**	~~TSPLOST~~ **HB 170**	~~Contingent on passage of TSPLOST~~ **GH-038; PI 132610** **Construction scheduled for 2030. Expected open to traffic date is 2032.** **No Hall County local funding expected.**

White Sulphur Rad Realignment (New Roadway)	2029	$5,800,000	Hall County	~~TSPLOST~~ **SPLOST, EDA, GDOT, GPA**	Complete
Widening of Spout Springs Road Phase II From Union Circle to South of Thompson Mill Road	2032	$51,400,000	Hall County	~~TSPLOST~~ **GDOT**	Pursuing state/federal funding for constructio
Widening of McEver Road from SR 347/Lanier Islands Parkway TO CS 537/Gainesville Street/Jim Crow	2029	$5,700,000	Hall County	~~TSPLOST~~ **GDOT**	TSPLOST did not pass therefore this project remains unfunded
Widening of Cagle Road improvements	2029	$4,000,000	Hall County	~~TSPLOST~~ **SPLOST, GDOT**	Complete
Resurfacing of Access Road to Laurel Park (Old Cleveland to End)	Unknown	$2,500,000	Hall County	TBD	TSPLOST did not pass therefore this project remains unfunded
Intersection improvements at Sloan Mill Road/Schubert Road roundabout	Unknown	$2,500,000	Hall County	TBD	TSPLOST did not pass therefore this project remains unfunded
Intersection improvements at Little Five Points (Belton/Skits Mtn/Lula)	Unknown	$2,500,000	Hall County	TBD	TSPLOST did not pass therefore this project remains unfunded
Intersection improvements at Mount Vernon/Rilla Road Intersection Improvement	Unknown	$3,000,000	Hall County	SPLOST	1.43m funding in SPLOST IX
Intersection improvements at Mount Vernon/Jim Hood intersection improvements	Unknown	$2,500,000	Hall County	SPLOST	1.43m funding in SPLOST IX
Intersection improvements at McEver Road and Lights Ferry intersection	Unknown	$2,500,000	Hall County	~~TSPLOST~~ **SPLOST**	Under construction
Railroad crossing improvements at West Ridge Road near Short Street	Unknown	$1,870,000	Hall County	TBD	TSPLOST did not pass therefore this project remains unfunded
Ed Cobb wooden bridge replacement	Unknown	$5,000,000	Hall County	TBD	TSPLOST did not pass therefore this project remains unfunded
County-wide roadway pipe replacemernt	2027-2029	$10,000,000	Hall County	~~TSPLOST~~ **SPLOST**	3m funding in SPLOST IX
Resurfacing of access Road to Laurel Park (Old Cleveland to End)	Unknown	$1,500,000	Hall County	**TBD**	TSPLOST did not pass therefore this project remains unfunded
County-wide resurfacing program	2025-2032	$12,000,000	Hall County	~~TSPLOST~~ **SPLOST**	
Review regulations for any impediments to low impact development (LID) or green infrastructure approaches to stormwater management	2025-2026	Staff Time	Engineering	Development Services	Complete – GA Stormwater Manual and Hall County regulations allow for both LIP and green infrastructure.
Construct and operate a new regional material recycling facility (MRF)	2025-2027	TBD	Engineering, Public Works & Utilities	Landfill	Ongoing – In Solid Waste Mater Plan and HC CIP (FY 28-30).
Continue to seek innovative approaches to landfill operations to extend its life	2025-2032	TBD	Engineering, Public Works & Utilities	Landfill	Ongoing – Major modification to Landfill Permit ongoing for increased elevation and removal of terracing. Also, acquired equipment for improved compaction.
Continue to implement and update the *Sewer Master Plan and Rate Study.*	2025-2032	Staff Time	Engineering, Public Works & Utilities	Water & Sewer Fund	Sewer Maste Plan updated ongoing.
Study the feasibility of future sewer extensions in strategic areas SR 60/Athens Highway to support commercial and industrial growth along the corridor going into both Gainesville and Jackson County.	2026-2027	TBD	Engineering, Public Works & Utilities, Consultant	Water & Sewer Fund	Ongoing – Partially addressed by Pond Fork Phase 1 project which will be completed end of 2026. Improvements in this area is also being contemplated by Sewer Master Plan Update.

Use data from corridor development study for SR 365/Cornelia Highway to determine infrastructure capacity for the Inland Port	2025-2026	TBD	GHMPO	GDOT	Ongoing – Hall County completed White Sulphur Rd. Phase 1 improvements, Phase 2 ongoing. GHMPO will also be performing a Freight Study in FY 28.
Use the future land use map along with development data to guide future planning for sewer infrastructure projects.	2025-2032	Staff Time	Engineering, Public Works & Utilities	Water & Sewer Fund	Ongoing – Sewer Master Plan Update ongoing, will use latest Comprehensive Master Plan to guide future improvements.
Continue intergovernmental coordination with Hall County City and Town governments on issues related to transportation, water, and sewer.	2025-2032	Staff Time	Engineering, Public Works & Utilities	Development Services	Transportation – GHMPO continually coordinates (ongoing).
Adopt the Department of Community Affairs' Broadband Model Ordinance to apply for a Broadband Ready Community Designation.	2025-2032	Staff Time	Engineering, Public Works & Utilities	Development Services	Not Started – HC to continue evaluating.
Update Impact Fee Program and Amend Capital Improvements Element (CIE)	2025-2032	TBD	Planning & Development, Finance	Impact Fees	Ongoing – Recommended Impact Fees developed and will be presented to BOC for approval in 2026.
Parks & Recreation					
Work with Hall County Schools to identify opportunities for shared use between the County and Schools and build new facilities most in need by the schools.	2025-2032	Staff Time	Parks & Leisure; Hall County Schools	Parks & Leisure, Grants	Ongoing
Prioritize East Hall and the Chestnut Mountain/Candler areas for new park land.	2025-2032	Staff Time	Parks & Leisure	Parks & Leisure, Grants	Ongoing. For Chestnut Mountain/Candler areas, no funding for land acquisition has been identified.
Acquire additional land to expand Cool Springs Park, North Hall Park, and East Hall Park.	2025-2032	TBD	Parks & Leisure	TBD	Ongoig: Cool Springs – additional land not currently needed as significant portions of this property are undeveloped. North Hall Park – expansion of this park has not been considered. Further research needed. East Hall Park – acquisition of parcel(s) to connect East Hall Park to Cedar Creek Reservoir mentioned as a strategic goal in Parks Facilities Master Plan, but has not yet been pursued. Cedar Creek Reservoir is leased from City of Gainesville, with management rights set to revert to city in 2031. Administration has led conversations to extend lease, but nothing has been finalized, to my knowledge.
Acquire an additional 1,000 acres of park land to build 30+ new parks.	2025-2032	TBD	Parks & Leisure	TBD	Off track but ongoing efforts: Between new, re-opened and currently planned parks (since 2019): • total additional acreage = 628. • Total additional parks: 11 • Potential to add up to 12 additional USACE locations with total acreage of 425. These properties are currently under assessment to determine recommended long-term plan • If all 12 are absorbed by county, we will exceed the recommended acreage but be short of stated goal by seven parks.
Create incentives to fund new park facilities through private redevelopment.	2025-2032	TBD	Parks & Leisure, Private Developers	TBD	Ongoing: • Created “Friends of Hall County Parks” fund with North Georgia Community Foundation. Pathway for charitable, tax-deductible giving • Evaluating other opportunities • Tax Allocation Districts a potential tool used by other municipalities; further research/education needed
Construct new park at South Springs with new sports fields and senior center	2025-2029	TBD	Parks & Leisure	SPLOST, Impact Fees	Ongoing: •Park land identified •Master Plan complete •Funding for senior center and adjacent amenities (trails, pickleball courts) has been identified. •Sports fields included in master plan, but funding not yet identified

Conduct a 10-year update to the Parks & Facilities Master Plan.	2028	$200,000	Parks & Leisure, Consultant	Parks & Leisure Fund	On track: Scheduled to occur 2028-2029
Greenspace					
Update the tree ordinance	2025-2027	Staff Time	Planning & Development, Consultant	Development Services	Ongoing. Scheduled for 2027 UDC edits.
Evaluate and promote options for the permanent conservation of land	2025-2032	Staff Time	County Administration; Parks & Leisure; Vision 2030 Greenspace Committee	General Fund	Ongoing. In process of setting up metrics for evaluation.
Create a new full-time County staff position and division to promote and implement greenspace recommendations and to liaise with Vision 2023 Greenspace Committee.	2025-2032	TBD	County Administration; Vision 2030 Greenspace Committee	Development Services	Ongoing. Requested as part of 2027 fiscal year budget, to recruit a staff under Planning and Zoning Department.
Strengthen partnerships with the Vision 2030 Greenspace Committee, the Chattahoochee Riverkeepers, and Lake Lanier community groups.	2025-2032	Staff Time	County Administration; Vision 2030 Greenspace Committee	General Fund	Ongoing. Actively engaged as part of Greenspace working group.
Collaborate with the newly formed North Georgia Land Trust to acquire new land for greenspace preservation and expand green infrastructure.	2025-2032	Staff Time	County Administration; Vision 2030 Greenspace Committee	General Fund	Ongoing. Actively engaged as part of Greenspace working group.
Create a process that identifies land for permanent protection based upon its recreational, ecological, environmental, aesthetic, cultural, historic, or agricultural value. Identify land using this process and begin implementation measures that assure protection of the land identified.	2025-2032	Staff Time	County Administration; Parks & Leisure, Vision 2030 Greenspace Committee, North Georgia Land Trust	General Fund	Ongoing. In process of setting up metrics for evaluation.
Create a dedicated Greenspace Acquisition Fund using SPLOST funding and other funding tools.	2025-2032	Staff Time	Parks & Leisure	SPLOST, Developers	No started.
Create a nature preserve at Glade Farm.	2028-2031	TBD	Parks & Leisure, Consultant	TBD	Not started.
Resource Conservation					
Implement the recurring items in the Metropolitan North Georgia Water Planning District's Water Resource Management Plan	2025-2032	Staff Time	Engineering	Development Services	Ongoing. Engineering Dept. prepares an audit every 5 years as well as an annual report to EPD.
Coordinate with the Georgia Environmental Protection Division on its Total Maximum Daily Load (TMDL) Implementation Plan for Lake Lanier to address pollutants.	2025-2032	Staff Time	Engineering	Water & Sewer Fund	Ongoing. Engineering maintains its NPDES permit with EPD requiring an annual report and renewal of a Stormwater Management Plan every 5 years. Local ordinances in place (septic tanks, stormwater) that address local water quality.
Promote public awareness of annual community and lake clean-up events	2025-2032	Staff Time	Board of Commissioners, Lake Lanier Association, Keep Hall Beautiful	General Fund	On track. Additional groups include Elachee Nature Science Center, Chattahoochee Riverkeeper, and Vision 2030 Greenspace Committee. Concensus it to leverage their collective stength, networks and expertise for greater impact.
Leverage SPLOST funds to address shoreline erosion on Lake Lanier	2025-2032	Staff Time	Board of Commissioners, Lake Lanier Association, DNR, USACE, Private donors	General Fund	Not started.
Partner with and promote local recycling initiatives and events	2025-2032	Staff Time	Board of Commissioners, Hall County Schools, Keep Hall Beautiful	Landfill	Ongoing. Parner wtih Keep Hall Beautiful, Georgia Recycling Coalition, Hall County Schools

Partner with Gainesville on pollution prevention activities and public outreach	2025-2032	Staff Time	Board of Commissioners, City of Gainesville	General Fund	Not started.
Identify eligible projects for federal Sec. 319(h) Non-Point Source Implementation Grants to address pollutants in impaired waters.	2025-2032	Staff Time	Engineering, USDA National Resources Conservation Office	Development Services	Not started.
Leverage greenspace, conservation easements, zoning, and buffers as instruments to provide watershed protection to Lake Lanier and its tributaries.	2025-2032	Staff Time	County Administration	General Fund	Ongoing through site development standards.
Partner with a University of Georgia Cooperative Extension Office to promote sustainable agricultural practices.	2025-2032	Staff Time	County Administration, University of Georgia	General Fund	Ongoing. UGA actively works with local farmers and landscape maintnant companies to encourage sustanable practics. Opportunity to support UGA in grant applications to assist farmers and ranchers with capital improvements that would reduce run-off.
Multi-Modal Transportation					
Prioritize sidewalk and street lighting needs based on frequency of use.	2025-2032	Staff Time	GHMPO and County Staff	General Fund	Ongoing – discussion needs to be had with GHMPO about the possibility of doing more sidewalk inventory across the County and try to get pedestrian counters installed to document frequency of use.
Coordinate with City and Town efforts to build and connect multi-modal infrastructure.	2025-2032	Staff Time	GHMPO, County and City Staff	General Fund	Ongoing – collaboration between jurisdictions continues to expand the Highlands to Islands trail network, which is the spine of bicycle/pedestrian infrastructure in Hall County.
Incentivize mixed-use developers to include trails and trail connections, where appropriate, in their plans.	2025-2032	Staff Time	Hall County	General Fund	Ongoing – no specific incentives have been made, but should be discussed at the Planning level regarding new developments near the Highlands to Islands Trail system.
Encourage developers to construct trail systems within a half-mile of mixed-use projects.	2025-2032	Staff Time	Hall County	General Fund	Ongoing – no specific incentives have been made, but should be discussed at the Planning level regarding new developments near the Highlands to Islands Trail system.
Encourage connections to activity centers within the Cities and Towns.	2025-2032	Staff Time	Hall County	General Fund	Ongoing
Examine how County and City/Town parks can be connected through new trails.	2025-2032	Staff Time	Hall County	General Fund	Complete – the GHMPO Bicycle/Pedestrian Plan was completed in 2025 and provided the community with a roadmap to connectivity across jurisdictions.
Continue building the Highlands to Islands Trail Network	2025-2032	$14,000,000	GHMPO, County and City	SPLOST	Developer contribution as part of zoning or development conditions of approval where possible
Implement projects from the 2014 Bicycle and Pedestrian Plan	2025-2032	TBD	Engineering	Development Services SPLOST	Ongoing – GHMPO adopted a new Bicycle/Pedestrian Plan in 2025, which replaced the 2014 plan. This plan includes various trail and sidewalk connectivity projects to be implemented over the coming decades.
Implement projects from the 2019 South Hall Trail Study	2025-2032	TBD	Engineering	Development Services	Ongoing – the Tumbling Creek Trail is complete. Other projects are underway, such as the downtown Flowery Branch trails (Phases I & II). The new Trail Study (UNG to McEver Road) is scheduled to be adopted in May and will replace the recommendations made in the South Hall Trail Study.
Adopt a complete streets policy.	2025-2032	TBD	Hall County	Development Services	Not started – GHMPO staff will work with Hall County Public Works to mirror the Complete Streets Policy that was adopted by GHMPO and other local jurisdictions.
Implement an ADA plan that identifies existing ADA barriers on sidewalks and crossings to allow for updates to be made on an ongoing basis.	2026-2029	TBD	Hall County	General Fund	Not started
Saftey & Security					

Establish benchmarks to assist in setting measurable and attainable goals for decreasing the level of crime in Hall County.	2025-2032	Staff Time	Public Safety, Sheriff's Office	General Fund	Ongoing - FBI crime data explorer data as of August 2025 shows overall crime data for the Hall County Sheriff's Office is down 13.5 % from 2023 to 2024.We had less calls for service in FY 2025 compared to 2024. Priority calls for service had a faster response time in 2025 than 2024.
Continue to monitor crime statistics and make them easily accessible to the public.	2025-2032	Staff Time	Public Safety, Sheriff's Office	General Fund	Ongoing - The most universally recognized crime statistics source is the FBI crime Data Explorer. This is readily available online to anyone who desires to view it.
Ensure that new developments are accessible for emergency vehicles.	2025-2032	Staff Time	Planning & Development	Development Services	Ongoing - Our fleet managers remain actively involved with companies which produce and develop law enforcement vehicles and equipment. They attend the annual fleet expo to keep informed of the best and safest products. We strive to secure annual funding to keep our fleet modern and safe.
Track the construction of new developments to ensure that police and fire services can serve the growing population at the ideal level of service.	2025-2032	Staff Time	Planning & Development	Development Services	Ongoing - The Sheriff's Office constantly reviews the latest developments in law enforcement techniques. We attend annual conferences on methodology, technology and equipment as it relates to the newest law enforcement techniques and products.
Create a plan for long-term capital investments to fund new public safety facilities.	2025-2027	Staff Time	Public Safety, Sheriff's Office	General Fund	Ongoing - We continuously work in cooperation with County Administration to prioritize projects (e.g., new training center, renovations, technology upgrades) and develop a phased timeline. We strive to identify diverse funding sources such as local taxes, bonds, state and federal grants, and public-private partnerships.
Establish a Citizens Advisory Committee on public safety.	2025-2032	Staff Time	Public Safety, Sheriff's Office	General Fund	Ongoing - Members of our agency participated in approximately 90 community / special events in 2025. This included larger events, such as ADVANCE Camp and the Sheriff's Citizens Academy, as well as smaller focused events.
Assess the ability to form a Neighborhood Watch program, with the assistance of the Sheriff's Office Public Information and Community Services Unit.	2025-2032	Staff Time	Public Safety, Sheriff's Office	General Fund	Ongoing - The Sheriff's Office has had a neighborhood watch program for over 30 years. We currently have 69 registered Neighborhood Watch Programs (NWP) in Hall County and continue to develop the program.
Research the requirements needed to participate in the National Flood Insurance Program's (NFIP) Community Rating System (CRS) Program to potentially reduce flood insurance premium rates	2025-2032	Staff Time	Engineering	Development Services	Not started.
Fire Station #17	2024	$3,385,846	Fire	Impact Fees, SPLOST	Completed. Fire Station 17 was opened in May 2024 and built with SPLOST VII and SPLOST VIII funds, as well as Impact Fees and Capital Projects. It is located at 5719 Holiday Road in Buford.
Fire Station #18	2025-2030	$3,385,846	Fire	TBD	postponed. This station is proposed to be on the 365 corridor.
Fire Apparatus for Station #18	2025-2030	$1,133,269	Fire	TBD	postponed. This station is proposed to be on the 365 corridor.
Economic Development					
Prepare and update county-wide Economic Development Plan	2025-2032	Staff Time	Greater Hall Chamber of Commerce	General Fund	On track. GHCC prepares the annual county-wide Economic Development Report.
Collaborate with the City of Gainesville on a Tax Allocation District for Atlanta Highway from exit 17 on I-985 to Browns Bridge Road	2025-2027	$10,000	County Administration, City of Gainesville	General Fund	Ongoing
Collaborate with the City of Gainesville on a Tax Allocation District for Athens Highway from Martin Luther King, Jr. Blvd to Gaines Mill Road	2025-2027	$10,000	County Administration, City of Gainesville	General Fund	Ongoing
Continue to work with the Greater Hall Chamber of Commerce in support of their economic development initiatives	2025-2032	Staff Time	Board of Commissioners, County Administration, Greater Hall Chamber of Commerce	General Fund	Ongoing. County representative participate in multiple committees at GHCC.

Coordinate with the Lake Lanier Convention and Visitors Bureau to promote agritourism in the county	2025-2032	Staff Time	Board of Commissioners, County Administration	General Fund	Ongoing. Hall County Convention & Visitor's Bureau
Coordinate with the Georgia Department of Community Affairs (DCA) to seek Less Developed Census Tract designation for the Chicopee Mill area along Atlanta Highway	2025-2027	Staff Time	Board of Commissioners, Greater Hall Chamber of Commerce	General Fund	Complete. The entirety of Chicopee Mill Road along Atlanta Highway within Gainesville and Hall County, is within Hall County's census tract 13.04. Hall County's census tract 13.04 is a Less Developed Census Tract for 2025 and 2026.
Prepare a Historic Preservation Plan	2025-2032	$40,000	Planning & Development, Greater Hall Chamber of Commerce	Development Services	Not started.
Promote the Healan's-Head's Mill Visitor and Heritage Center upon its completion	2025-2032	Staff Time	Greater Hall Chamber of Commerce, Convention and Visitors Bureau, County Administration	General Fund	Not started.
Conduct a corridor development study for SR 365/Cornelia Highway to determine optimal industrial capacity, the best industries to locate along them, the impacts to infrastructure, and propose alternative locations for new industry.	2025-2026	**GDOT**	~~Planning & Development~~ **GDOT**	~~General Fund~~ **GDOT**	Completed by GDOT
Create a placemaking strategy that integrates public art into economic development projects	2025-2032	Staff Time	Greater Hall Chamber of Commerce, Planning & Development	Development Services Grants	Not started.

AGENDA ITEM

Public Works and Utilities

REPORT TO: **Work Session (06/22/26)**

REPORT TO: **Voting Meeting (06/25/26)**

ITEM NO: 387/2026

SUBJECT: Public hearing to consider the approval and authorization for the Chairman to execute a resolution seeking acceptance by Hall County, GA of the roads currently maintained by the Winter Harbor Homeowners Association into the Hall County, GA Road Maintenance system and further authorizing the execution of an encroachment agreement between Winter Harbor Homeowners Association and Hall County, GA, subject to review and approval by the County Attorney.

Meetings:

Work Session Date: 06/22/26 **Voting Meeting Date:** 06/25/26

Executive Summary:

Presenter: JG

Recommendation:
The Public Works Department recommends approval.

Purpose of Request:
Public hearing to consider the approval and authorization for the Chairman to execute a resolution seeking acceptance by Hall County, GA of the roads currently maintained by the Winter Harbor Homeowners Association into the Hall County, GA Road Maintenance system and further authorizing the execution of an encroachment agreement between Winter Harbor Homeowners Association and Hall County, GA, subject to review and approval by the County Attorney.

History:

Facts and Issues:

Options:

A petition was received from the Winter Harbor Homeowners Association requesting that Hall County accept the internal roads (Winter Harbor Drive & Snug Harbor Court) into Hall County Maintenance. Upon review by the Public Works Department, several non-standard improvements were identified which are not typical of Hall County maintained roads. These non-standard improvements include a guardhouse, brick entry walls, and landscaped medians. The Winter Harbor Homeowners Association has agreed to continue maintaining these non-standard improvements and signed the attached encroachment agreement to document the commitment. The Winter Harbor Homeowners Association has also agreed to remove the iron gates at the entrance.

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

Approvals:

Submit	Approve	Budget	Finance
JS	JS	JM	TS

Attorney	Administration	Clerk
JL	CR	JR

Attachments:

Board Memo
Resolution & Encroachment Agreement

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

ASSISTANT DIRECTOR
Jason Skarda, P.L.S.

Hall County Government
COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

MEMORANDUM

To: Katie Ahmed, Planning and Zoning Administrator

From: Jason Skarda, Assistant Director of Public Works and Utilities JSS

Date: Thursday June 3, 2026

Subject: Winter Harbor Subdivision – Road Acceptance

Please be advised that our office has reviewed the request for Road Acceptance for the roads in Winter Harbor subdivision. This application was submitted by residents living in said subdivision. The roads being considered for acceptance are Winter Harbor Drive (1,520 +/- feet) and Snug Harbor Court (340 +/- feet). The roads in this subdivision were constructed to Hall County standards. The Engineering Division has recently inspected the condition of the roads and recommends that they be accepted into Hall County Maintenance.

STATE OF GEORGIA
COUNTY OF HALL

A RESOLUTION SEEKING ACCEPTANCE BY HALL COUNTY, GEORIGA OF THE ROADS CURRENTLY MAINTAINED BY THE WINTER HARBOR HOMEOWNERS ASSOCIATION INTO THE HALL COUNTY, GEORGIA ROAD SYSTEM AND FURTHER AUTHORIZING THE EXECUTION OF AN ENCROACHMENT AGREEMENT BETWEEN WINTER HARBOR HOMEOWNERS ASSOCIATION AND HALL COUNTY, GEORGIA

WHEREAS, Winter Harbor Homeowners Association, hereinafter referred to as "Owner", owner of Winter Harbor Drive, Flowery Branch, Georgia 30542 and Snug Harbor Court, Flowery Branch, Georgia 30542, desires to have the roadways and their associated right-of-way contained within their subdivision which are currently privately maintained by Owner and which are depicted specifically within "Exhibit A" (the Encroachment Agreement) which is attached hereto and hereby incorporated within, accepted by Hall County, Georgia (hereinafter referred to as "the County") into the County's road system and has petitioned the County to that end (See Exhibit "B" attached hereto and incorporated within); and

WHEREAS, Owner desires that the roadways depicted within "Exhibit A" be dedicated to public use hereto forth and has affirmed that said roadways have already been subject to open, continuous and notorious use by the public; and

WHEREAS, there is an average of at least one house per 500 linear feet of road along the subject roadways; and

WHEREAS, County Engineering has confirmed that the subject roadways meet minimum standards for acceptance into the County's road system for the class of road as provided by existing standards; and

WHEREAS, Owner further desires to enter into an Encroachment Agreement a copy of which is attached hereto as "Exhibit A", with the County which would allow Owner to maintain certain fixtures in the County's right-of-way in the event the roadways and their associated right-of-way are accepted into the County's road system in exchange for Owner assuming any and all maintenance, liability and general responsibility for said fixtures; and

WHEREAS, Owner currently maintains fixtures, referred to herein as "Encroachment" or "Encroachments", in the right-of-way and/or medians of Winter Harbor Drive and Snug Harbor Court that are atypical of what would normally be permitted or observed in the right-of-way of County maintained roadways; and

WHEREAS, The Encroachments include, but are not limited to, the following: brick entryway walls flanking the entrance of the subdivision, a guardhouse, landscape features

surrounding the brick entryway walls, landscape features surrounding the guardhouse, medians and foliage within the medians, and additional atypical features; and

WHEREAS, Owner agrees that in the event that the roadways known as Winter Harbor Drive and Snug Harbor Court and their associated right-of-way are accepted into the County's road system as petitioned that Owner will accept ALL responsibility for and potential liability related to the aforementioned Encroachment(s) as provided for in "Exhibit A".

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Hall County, Georgia, at its regular meeting duly assembled, hereby accepts the roadways known as Winter Harbor Drive and Snug Harbor Court and their associated rights-of-way into the Hall County, Georgia road system and further hereby authorize and direct the Chairman of the Board of Commissioners of Hall County, Georgia, to execute the Encroachment Agreement attached hereto as "Exhibit A" subject to approval of the County Attorney and further that Owner is permitted to maintain the encroachment.

This the __ day of _____, 2026.

BOARD OF COMMISSIONERS OF
HALL COUNTY, GEORGIA

By: _____
Chairman

ATTEST: _____(SEAL)
Clerk

APPROVED AS TO FORM:

_____

County Attorney

EXHIBIT A

ENCROACHMENT AGREEMENT

STATE OF GEORGIA

COUNTY OF HALL

Present Owner: Winter Harbor HOA

Address: 6409 Winter Harbor Dr.
Flowery Branch GA 30542

WHEREAS, Winter Harbor Homeowners Association, hereinafter referred to as "Owner", is the owner of the property described in "Exhibit A" attached hereto and fully incorporated herein.

WHEREAS, Owner has petitioned Hall County, Georgia Public Works Department to accept Winter Harbor Drive and Snug Harbor Court into the Hall County Road Maintenance System and to assume ownership of those roads and their associated right of way as highlighted by the map and curve chart labeled as Exhibit "B" attached hereto and fully incorporated within; and

WHEREAS, the County has conducted an evaluation of potential issues and found cause for concern, as there currently exists an iron gate, a guardhouse, brick walls and arches adjacent to the guardhouse and sidewalks, and landscaped medians at the entrance of Winter Harbor Drive all of which constitute features that would be atypical for a public road and/or public right of way and may pose liability risks for the County should the aforementioned roadways be accepted into its maintenance system; and

WHEREAS, if the Winter Harbor Drive and Snug Harbor Court are accepted into the County's road maintenance system as petitioned, Owner and County agree that the atypical features outlined above would constitute as encroachments onto Hall County's right of way; and

WHEREAS, the atypical features, referred to herein as "Encroachment" or "Encroachments", is hereby defined as and includes, but is not limited to, the following: the brick entryway walls,

the guardhouse, the landscape surrounding the brick entryway walls, the landscapinging surrounding the guardhouse, the medians and everything contained within, and any additional atypical features in connection to the streets named, Winter Harbor Drive and/or Snug Harbor Court.

WHEREAS, Owner desires that the County grant its petition to accept the roads into its maintenance system and Owner wishes to maintain the encroachments in exchange for said consideration on the part of the County. Owner is willing to accept, abide by, and agree to the conditions and requirements outlined below pertaining to the management of the encroachments; and

NOW THEREFORE, for and in consideration of the County agreeing to accept Winter Harbor Drive and Snug Harbor Court into its road maintenance system as petitioned by Owner and the County agreeing to allow Owner the right to manage the encroachments located within the County's right of way, Owner accepts, acknowledges and otherwise agrees to comply with the following terms and conditions:

1. The County hereby, on the conditions set forth herein, gives its permission to Owner to manage said encroachments upon the right of way. Owner hereby acknowledges such permission is given on the express understanding and condition, that said maintenance of the encroachments is a permissive use which is revocable by the County in accordance with the terms and conditions set forth herein and below:

2. Owner, at all times, shall ensure that encroachments are properly maintained and that they pose no public safety risk. Owner further hereby acknowledges that the maintenance of said encroachments shall never become the basis of a prescriptive right, easement or title to any portion of the right of way or any interest in the right of way and shall never be or deemed to be

a reduction, termination, or modification of any kind of the County's ownership of the right of way or any portion thereof or any interest or right therein.

3. Owner agrees that within fifteen (15) days of the County's acceptance of the subject roadways and their associated right of way into the County's road maintenance system, Owner shall fully remove the iron gates at the front of Winter Harbor Drive at Owner's sole expense, and shall never build, add, or construct a gate which sections off said roadways from public use. Owner further warrants that, at current, said gates are open and will remain as such until such time as they are removed.

4. Owner further agrees to remove any encroachments, pursuant to a reasonable and good faith request, made solely at the County's discretion, that such removal is necessary for a legitimate public purpose including but not limited to road improvements, construction or maintenance or public safety.

5. In the event the County requests an encroachment be removed and the Owner fails to timely to so, Owner hereby gives the County express permission to enter upon Owner's property, if necessary, and effect such removal without the County incurring any liability whatsoever to Owner. In such an event, Owner shall be solely liable to County for any and all reasonable costs incurred by the County in connection with the removal and shall timely reimburse the County for such costs upon demand by the County. Owner further agrees that in the event County must enter onto Owner's encroachments to remove certain encroachments Owner failed to remove, the County shall not be liable for any damage or damages that may occur to the encroachments as a result of any acts of general road maintenance conducted by the County, either in the right of way, or to the road abutting the encroachments.

6. Owner shall not, nor permit to be done, any of the following acts on said right of way or any portion thereof: (a) expand or add to said encroachment, (b) construct or erect any other encroachments or other structures on said right of way.

7. Owner hereby indemnifies the County and agrees to hold County harmless from any and all liability, loss, cost, damage, and/or expenses (including, but not being limited to, attorney's fees, court costs, and expenses of litigation) arising out of, or in any manner connected with the use, operation, maintenance or removal of any portion of said encroachments, by any person or persons, purposeful or accidental, located upon the right of way. Without limiting the generality of the foregoing indemnification provisions, Owner further agrees that if any third party asserts a claim or files an action against County in connection with any event or circumstance in anyway relating to, or in connection with, the encroachments, the County may defend itself against such claim or action; and in such event, Owner shall fully reimburse the County for any sums paid by County for damages, judgements, or settlement of such claim or action and for any reasonable cost and expenses (including, but not being limited to, attorney's fees, court costs, and expenses of litigation) incurred by the County in defending itself against such claim or action.

8. This agreement and the covenants and conditions contained herein shall be binding upon and inure to the benefit of each of the parties hereto and their respective heirs, assigns, employees, servants, representatives, and successors in title. The covenants and conditions contained herein shall run with the land, and this agreement shall be recorded in the Office of the Clerk of the Superior Court of Hall County, Georgia.

9. Enforcement of the covenants and conditions contained herein shall be by any proceeding at law or in equity. The remedies given to the County herein are distinct, cumulative remedies; and the exercise of any one remedy shall not bar the County from exercising any or all of its

other remedies hereunder or under the aforesaid right of way or any other right or remedy which the County has either at law or in equity.

10. This agreement and the Exhibits attached hereto constitute the full and complete agreement between the County and Owner with respect to all matters contained herein; and evidence of any prior or contemporaneous oral agreement or understanding shall be inadmissible to take from, add to, or alter the terms of this agreement. There is no consideration for this agreement other than the consideration herein expressed.

11. This agreement may not be modified, rescinded, terminated, or amended, in whole or in part, except by written and recorded consent of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, or where the context so requires, caused same to be executed by its proper officers and its corporate seal affixed, on the date set opposite the execution of each.

Signed and sealed in our presence this 20th day of April, 2026

Witness

OWNER

Mitch Peevy President HOA

OWNER

Notary Public

My Commission Expires

Signed and sealed in our presence this 20th day of April, 2026

Witness

HALL COUNTY, GEORGIA

BY: _____

DAVID GIBBS,

CHAIRMAN, BOARD OF COMMISSIONERS

OF HALL COUNTY GEORGIA

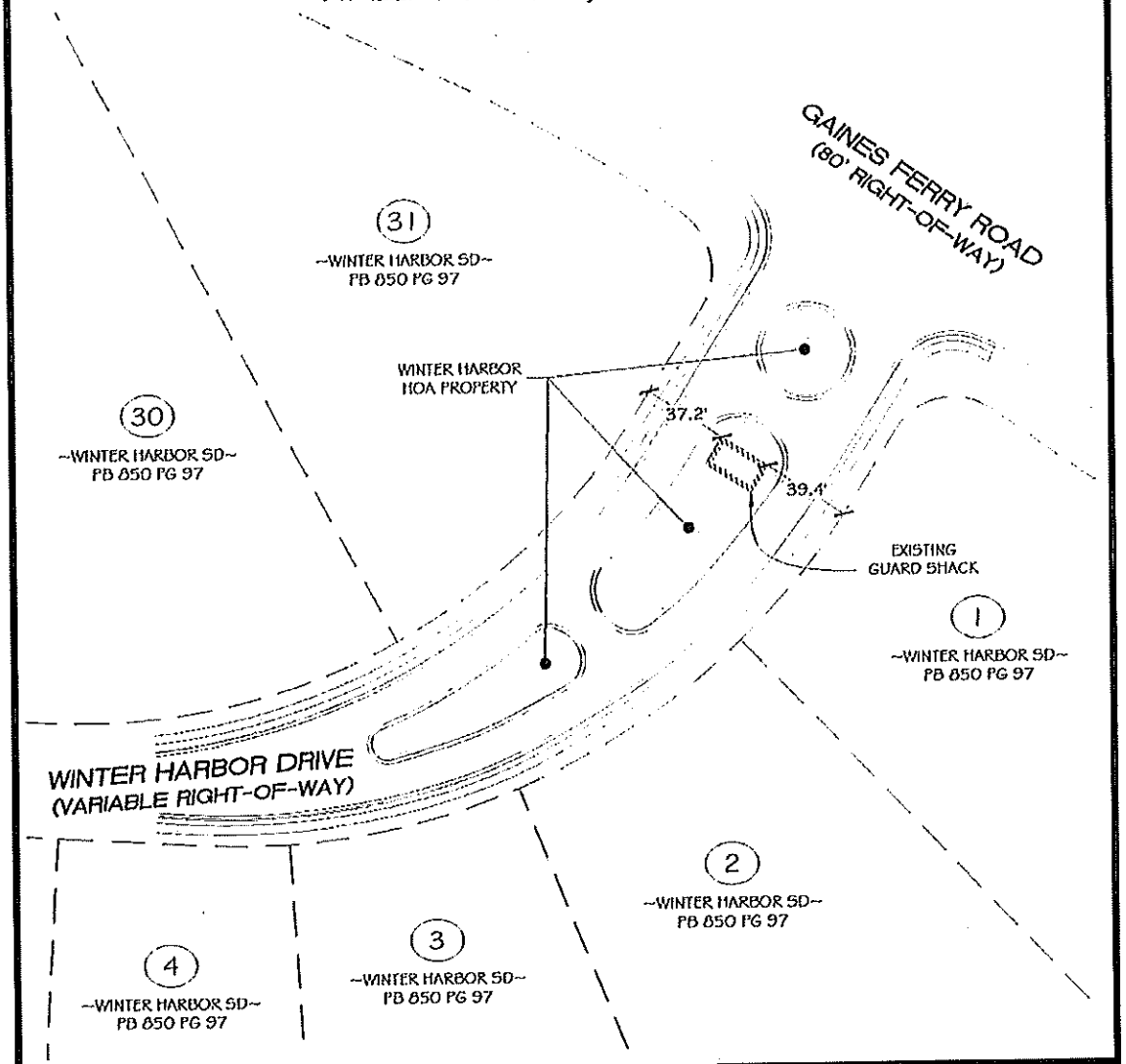
Notary Public

ATTEST:

CLERK, BOARD OF COMMISSIONERS

My Commission Expires

EXHIBIT "A"
ENCROACHMENT AGREEMENT EXHIBIT
WINTER HARBOR SUBDIVISION
LAND LOT 148 , 8TH DISTRICT
HALL COUNTY, GEORGIA



REFERENCES:
PLAT BOOK 850 PAGE 97

0' 60' 120'
GRAPHIC SCALE - FEET
SCALE: 1" = 60'

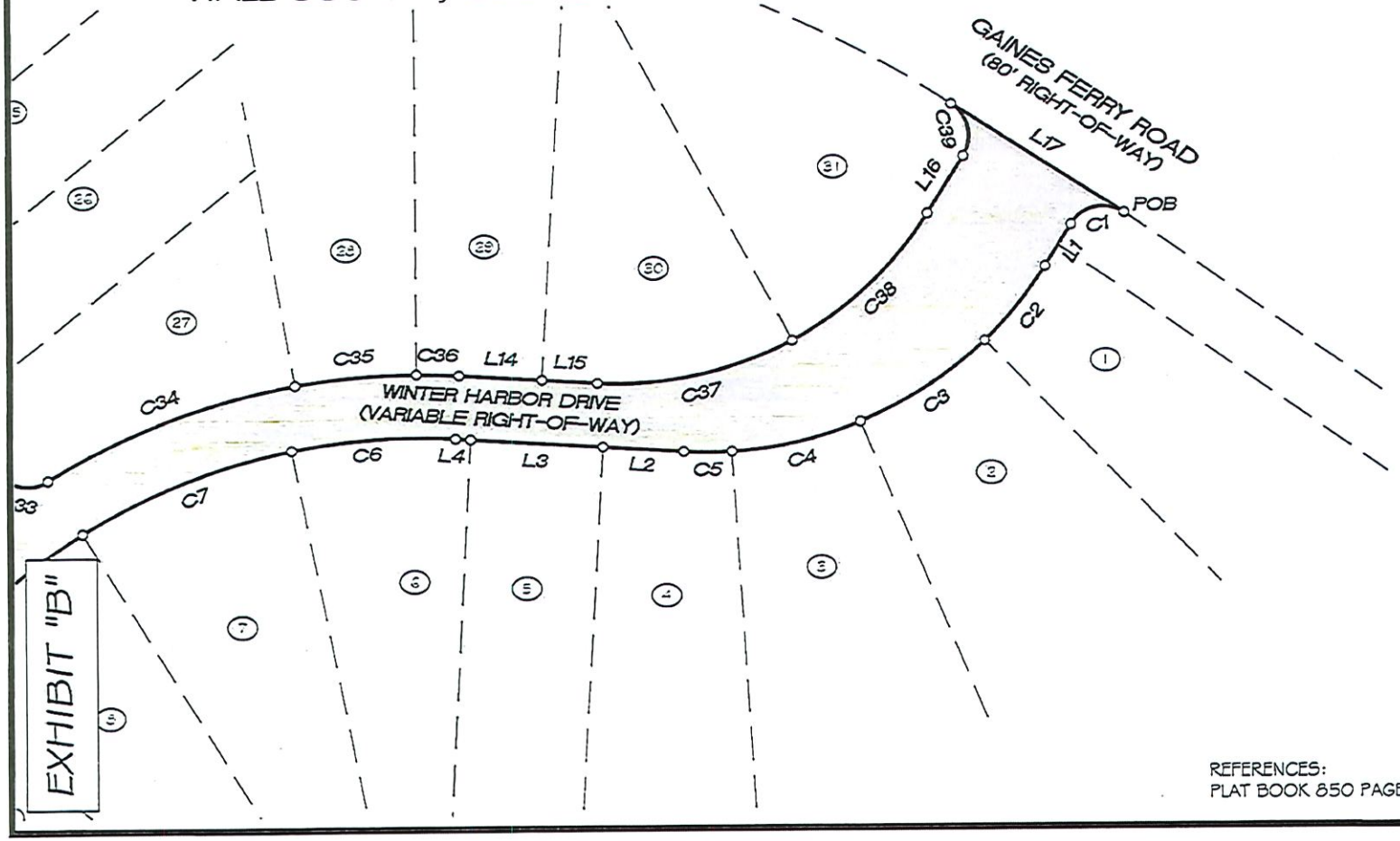
PROJECT #: LJA56276
DATE: 02/24/2026
DRAWN BY:MCB
MAP CHECKED BY:MCB
REVIEWED BY:MCB

LJA SURVEYING INC.
4525 SOUTH LEE STREET
BUFORD, GA 30518
Phone 770.932.6550
LSF No. 1390

SHEET 1 OF 1

RIGHT-OF-WAY DEDICATION EXHIBIT
WINTER HARBOR SUBDIVISION
LAND LOT 148 AND 162, 8TH DISTRICT
HALL COUNTY, GEORGIA

RIGHT-OF-WAY CONTAINS
121,218 Sq. Ft
2.783 Acres



GRID NORTH
GEORGIA WEST STATE PLANE
NAD 83 (2011)

GRAPHIC SCALE - FEET
SCALE: 1" = 100'
0' 100' 200'

REFERENCES:
PLAT BOOK 850 PAGE 97

SHEET 1 OF 1

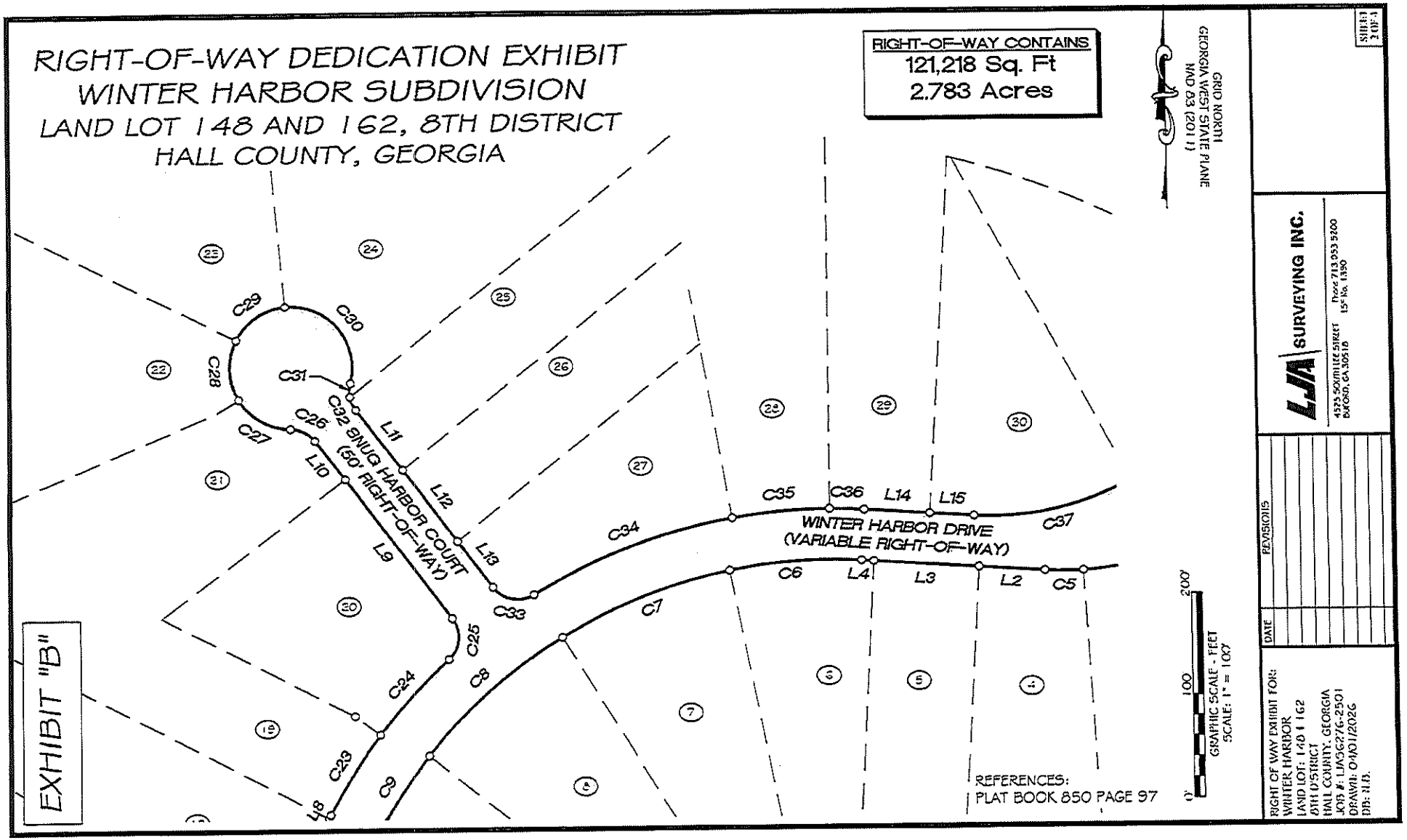
LJA SURVEYING INC.
4525 SOUTH LEE STREET BUFORD, GA 30518
Phone 713.953.5200
LSF No 1390

REVISIONS	DATE

RIGHT OF WAY EXHIBIT FOR:
WINTER HARBOR
LAND LOT: 148 & 162
8TH DISTRICT
HALL COUNTY, GEORGIA
JOB #: LJAS6276-2501
DRAWN: 04/01/2026
DB: N.B.

RIGHT-OF-WAY DEDICATION EXHIBIT
WINTER HARBOR SUBDIVISION
LAND LOT 148 AND 162, 8TH DISTRICT
HALL COUNTY, GEORGIA

RIGHT-OF-WAY CONTAINS
121,218 Sq. Ft
2.783 Acres



REFERENCES:
PLAT BOOK 850 PAGE 97

SHEET 1 OF 1

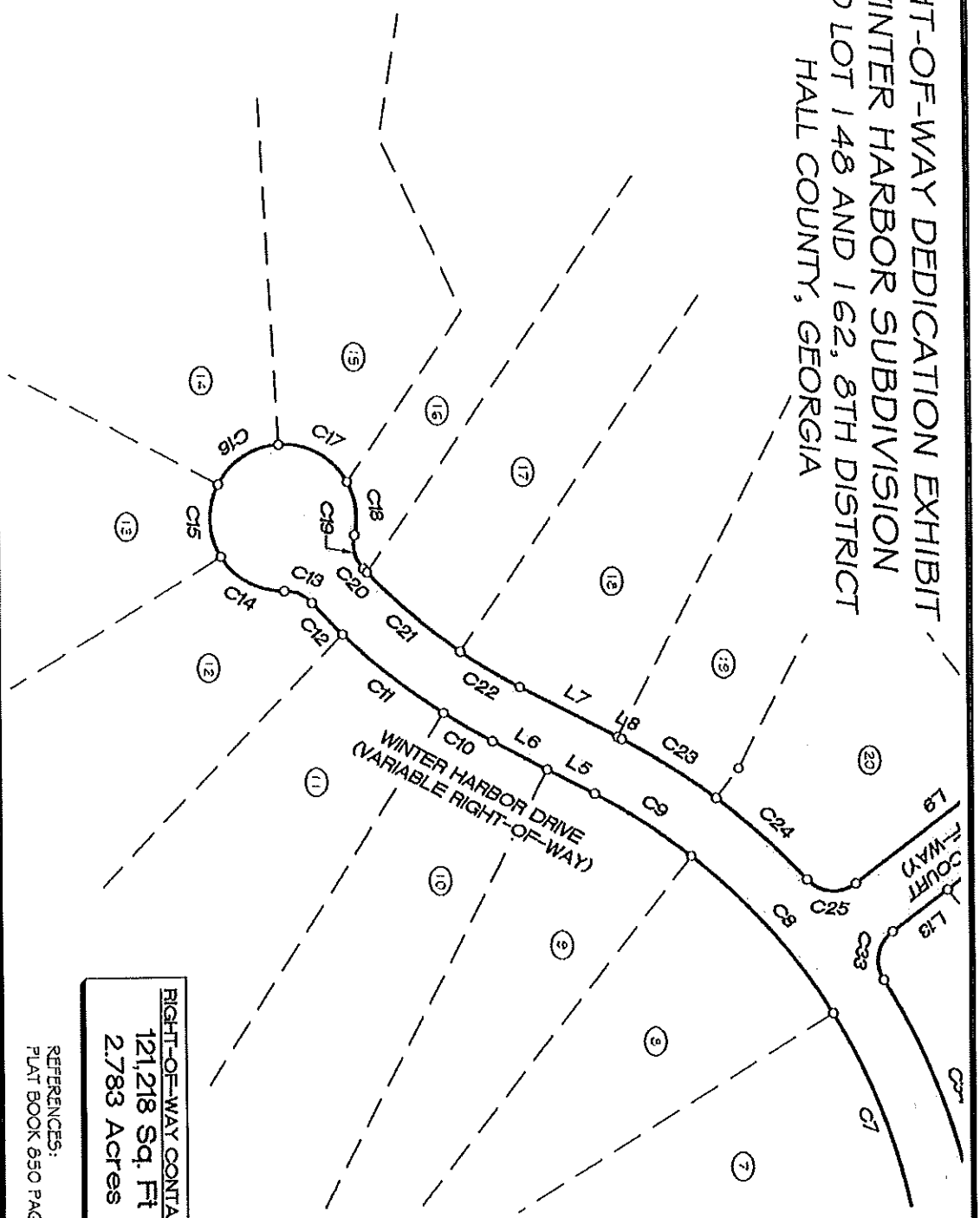
LJA SURVEYING INC.
4525 SOUTH LEE STREET
BUFORD, GA 30518
Phone 713.953.5200
LSF No. 1390

DATE	REVISIONS

RIGHT OF WAY EXHIBIT FOR:
WINTER HARBOR
LAND LOT: 148 & 162
8TH DISTRICT
HALL COUNTY, GEORGIA
JOB #: LJA36276-2501
DRAWN: 04/01/2026
DB: N.B.

EXHIBIT "B"

RIGHT-OF-WAY DEDICATION EXHIBIT
WINTER HARBOR SUBDIVISION
LAND LOT 148 AND 162, 8TH DISTRICT
HALL COUNTY, GEORGIA



RIGHT-OF-WAY CONTAINS
121,218 Sq. Ft
2.783 Acres

REFERENCES:
PLAT BOOK 650 PAGE 97

0 100' 200'
GRAPHIC SCALE - FEET
SCALE: 1" = 100'

GRID NORTH
GEORGIA WEST STATE PLANE
NAD 83 (2011)

RIGHT OF WAY EXHIBIT FOR: WINTER HARBOR LAND LOT: 148 & 162 8TH DISTRICT HALL COUNTY, GEORGIA JOB #: LJA5627G-2501 DRAWN: 04/01/2026 DB: N.B.	DATE / REVISIONS	LJA SURVEYING INC. 4525 SOUTH LEE STREET, BUFORD, GA 30518 Phone 770.953.5200 LSF No. 1390

SHEET 3 OF 4

EXHIBIT "B"

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 32°19'44" W	38.38'
L2	N 86°25'57" W	63.60'
L3	N 86°25'57" W	103.37'
L4	N 86°25'57" W	11.86'
L5	S 27°34'23" W	43.82'
L6	S 27°34'23" W	50.92'
L7	N 27°34'23" E	90.77'
L8	N 27°34'23" E	3.78'
L9	N 36°59'47" W	170.74'
L10	N 36°59'47" W	48.40'
L11	S 36°59'47" E	74.68'
L12	S 36°59'47" E	88.04'
L13	S 36°59'47" E	56.42'
L14	S 86°25'57" E	64.95'
L15	S 86°25'57" E	43.22'
L16	N 32°19'44" E	53.38'
L17	S 57°19'07" E	160.34'

CURVE TABLE						
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	30.00'	47.67'	42.81'	S 77°50'33" W	91°02'27"
C2	313.50'	75.93'	75.74'	S 39°16'03" W	13°52'35"
C3	313.50'	117.15'	116.47'	S 56°54'41" W	21°24'38"
C4	313.50'	104.27'	103.79'	S 77°08'42" W	19°03'24"
C5	313.50'	37.72'	37.70'	N 89°52'47" W	6°53'39"
C6	500.00'	128.97'	128.61'	S 86°10'41" W	14°46'43"
C7	500.00'	176.69'	175.77'	S 68°39'55" W	20°14'49"
C8	500.00'	175.09'	174.20'	S 48°30'33" W	20°03'51"
C9	500.00'	95.15'	95.01'	S 33°01'30" W	10°54'14"
C10	525.00'	47.15'	47.13'	S 30°08'43" W	5°08'43"
C11	525.00'	105.08'	104.91'	S 38°27'07" W	11°28'06"
C12	525.00'	35.78'	35.77'	S 46°08'17" W	3°54'16"
C13	30.00'	25.42'	24.67'	S 23°48'47" W	48°33'23"
C14	60.00'	61.90'	59.19'	S 29°05'34" W	59°06'32"
C15	60.00'	61.97'	59.25'	S 88°14'20" W	59°10'29"
C16	60.00'	61.98'	59.26'	N 32°34'39" W	59°11'09"
C17	60.00'	67.21'	63.75'	N 29°06'17" E	64°10'48"
C18	60.00'	44.79'	43.76'	N 82°34'53" E	42°46'27"
C19	30.00'	29.73'	28.53'	N 75°34'36" E	56°47'02"
C20	475.00'	4.35'	4.35'	N 46°55'13" E	0°31'29"
C21	475.00'	100.76'	100.57'	N 40°34'53" E	12°09'14"
C22	475.00'	57.47'	57.43'	N 31°02'20" E	6°55'54"
C23	550.00'	91.67'	91.56'	N 32°20'52" E	9°32'57"
C24	550.00'	100.30'	100.16'	N 42°20'47" E	10°26'55"
C25	30.00'	44.30'	40.38'	N 52°03'41" E	84°35'53"
C26	30.00'	27.40'	26.46'	N 63°09'41" W	52°20'07"
C27	60.00'	60.75'	58.19'	N 60°19'16" W	58°00'50"
C28	60.00'	60.85'	58.28'	N 21°54'40" W	58°06'44"
C29	60.00'	60.85'	58.28'	N 55°50'53" E	58°06'44"
C30	60.00'	115.65'	98.56'	S 39°52'54" E	110°26'13"
C31	30.00'	13.43'	13.32'	S 2°30'19" W	25°39'11"
C32	30.00'	13.97'	13.84'	S 23°39'35" E	26°40'22"
C33	30.00'	44.27'	40.36'	S 79°16'10" E	84°32'47"
C34	550.00'	208.36'	207.12'	N 69°18'38" E	21°42'22"
C35	550.00'	95.30'	95.18'	N 85°07'39" E	9°55'40"
C36	550.00'	33.37'	33.36'	S 88°10'14" E	3°28'33"
C37	286.50'	158.70'	156.68'	N 77°41'54" E	31°44'16"
C38	286.50'	147.51'	145.89'	N 47°04'44" E	29°30'02"
C39	30.00'	46.92'	42.28'	N 12°28'45" W	89°36'19"

RIGHT OF WAY EXHIBIT FOR:
WINTER HARBOR
LAND LOT: 148 & 162
6TH DISTRICT
HALL COUNTY, GEORGIA
JOB #: LJA5627G-2501
DRAWN: 04/01/2026
DB: N.B.

DATE	REVISIONS

LJA SURVEYING INC.
4525 SOUTH LEE STREET
BUFORD, GA 30518
Phone 770.853.5200
LSF No. 1390

Exhibit B -- Winter Harbor Drive

A parcel of land lying in Land Lots 148 and 162, of the 8th District, Hall County, Georgia, and being more particularly described as follows:

Begin at a point being the intersection of the southwesterly right-of-way of Gaines Ferry Road (80' right-of-way) and the southeasterly right-of-way of Winter Harbor Drive (variable right-of-way), said point lying on a curve to the left, said curve having a radius of 30.00 feet, a central angle of 91 degrees 02 minutes 27 seconds, chord bearing of South 77 degrees 50 minutes 33 seconds West, and a chord length of 42.81 feet; thence leaving said right-of-way of Gaines Ferry Road, run along the arc of said curve and said right-of-way of Winter Harbor Drive for a distance of 47.67 feet to a point; thence run South 32 degrees 19 minutes 44 seconds West along said right-of-way for a distance of 38.38 feet to a point, said point lying on a curve to the right, said curve having a radius of 313.50 feet, a central angle of 13 degrees 52 minutes 35 seconds, chord bearing of South 39 degrees 16 minutes 03 seconds West, and a chord length of 75.74 feet; thence run along the arc of said curve and said right-of-way for a distance of 75.93 feet to a point, said point lying on a curve to the right, said curve having a radius of 313.50 feet, a central angle of 21 degrees 24 minutes 38 seconds, chord bearing of South 56 degrees 54 minutes 41 seconds West, and a chord length of 116.47 feet; thence run along the arc of said curve and said right-of-way for a distance of 117.15 feet to a point, said point lying on a curve to the right, said curve having a radius of 313.50 feet, a central angle of 19 degrees 03 minutes 24 seconds, chord bearing of South 77 degrees 08 minutes 42 seconds West, and a chord length of 103.79 feet; thence run along the arc of said curve and said right-of-way for a distance of 104.27 feet to a point, said point lying on a curve to the right, said curve having a radius of 313.50 feet, a central angle of 06 degrees 53 minutes 39 seconds, chord bearing of North 89 degrees 52 minutes 47 seconds West, and a chord length of 37.70 feet; thence run along the arc of said curve and said right-of-way for a distance of 37.72 feet to a point; thence run North 86 degrees 25 minutes 57 seconds West along said right-of-way for a distance of 63.60 feet to a point; thence run North 86 degrees 25 minutes 57 seconds West along said right-of-way for a distance of 103.37 feet to a point; thence run North 86 degrees 25 minutes 57 seconds West along said right-of-way for a distance of 11.86 feet to a point, said point lying on a curve to the left, said curve having a radius of 500.00 feet, a central angle of 14 degrees 46 minutes 43 seconds, chord bearing of South 86 degrees 10 minutes 41 seconds West, and a chord length of 128.61 feet; thence run along the arc of said curve and said right-of-way for a distance of 128.97 feet to a point, said point lying on a curve to the left, said curve having a radius of 500.00 feet, a central angle of 20 degrees 14 minutes 49 seconds, chord bearing of South 68 degrees 39 minutes 55 seconds West, and a chord length of 175.77 feet; thence run along the arc of said curve and said right-of-way for a distance of 176.69 feet to a point, said point lying on a curve to the left, said curve having a radius of 500.00 feet, a central angle of 20 degrees 03 minutes 51 seconds, chord bearing of South 48 degrees 30 minutes 33 seconds West, and a chord length of 174.20 feet; thence run along the arc of said curve and said right-of-way for a distance of 175.09 feet to a point, said point lying on a curve to the left, said curve having a radius of 500.00 feet, a central angle of 10 degrees 54 minutes 14 seconds, chord bearing of South 33 degrees 01 minutes 30 seconds West, and a chord length of 95.01 feet; thence run along the arc of said curve and said right-of-way for a distance of 95.15 feet to a point; thence run South 27 degrees 34 minutes 23 seconds West along said right-of-way for a distance of 43.82 feet to a point; thence run South 27 degrees 34 minutes 23 seconds West along said right-of-way for a distance of 50.92 feet to a point, said point lying on a curve to the right, said curve having a radius of 525.00 feet, a central angle of 05 degrees 08 minutes 43 seconds, chord bearing of South 30 degrees 08 minutes 43 seconds West, and a chord length of 47.13 feet; thence run along the arc of said curve and said right-of-way for a distance of 47.15 feet to a point, said point lying on a curve to the right, said curve having a radius of 525.00 feet, a central angle of 11 degrees 28 minutes 06 seconds, chord bearing of South 38 degrees 27 minutes 07 seconds West, and a chord length of 104.91 feet; thence run along the arc of said curve and said right-of-way for a distance

of 105.09 feet to a point, said point lying on a curve to the right, said curve having a radius of 525.00 feet, a central angle of 03 degrees 54 minutes 16 seconds, chord bearing of South 46 degrees 08 minutes 17 seconds West, and a chord length of 35.77 feet; thence run along the arc of said curve and said right-of-way for a distance of 35.78 feet to a point, said point lying on a curve to the left, said curve having a radius of 30.00 feet, a central angle of 48 degrees 33 minutes 23 seconds, chord bearing of South 23 degrees 48 minutes 47 seconds West, and a chord length of 24.67 feet; thence run along the arc of said curve and said right-of-way for a distance of 25.42 feet to a point; said point lying on a curve to the right, said curve having a radius of 60.00 feet, a central angle of 59 degrees 06 minutes 32 seconds, chord bearing of South 29 degrees 05 minutes 34 seconds West, and a chord length of 59.19 feet; thence run along the arc of said curve and said right-of-way for a distance of 61.90 feet to a point; said point lying on a curve to the right, said curve having a radius of 60.00 feet, a central angle of 59 degrees 10 minutes 29 seconds, chord bearing of South 88 degrees 14 minutes 20 seconds West, and a chord length of 59.25 feet; thence run along the arc of said curve and said right-of-way for a distance of 61.97 feet to a point; said point lying on a curve to the right, said curve having a radius of 60.00 feet, a central angle of 59 degrees 11 minutes 09 seconds, chord bearing of North 32 degrees 34 minutes 39 seconds West, and a chord length of 59.26 feet; thence run along the arc of said curve and said right-of-way for a distance of 61.98 feet to a point, said point lying on a curve to the right, said curve having a radius of 60.00 feet, a central angle of 64 degrees 10 minutes 48 seconds, chord bearing of North 29 degrees 06 minutes 17 seconds East, and a chord length of 63.75 feet; thence run along the arc of said curve and said right-of-way for a distance of 67.21 feet to a point, said point lying on a curve to the right, said curve having a radius of 60.00 feet, a central angle of 42 degrees 46 minutes 27 seconds, chord bearing of North 82 degrees 34 minutes 53 seconds East, and a chord length of 43.76 feet; thence run along the arc of said curve and said right-of-way for a distance of 44.79 feet to a point, said point lying on a curve to the left, said curve having a radius of 30.00 feet, a central angle of 56 degrees 47 minutes 02 seconds, chord bearing of North 75 degrees 34 minutes 36 seconds East, and a chord length of 28.53 feet; thence run along the arc of said curve and said right-of-way for a distance of 29.73 feet to a point, said point lying on a curve to the left, said curve having a radius of 475.00 feet, a central angle of 00 degrees 31 minutes 29 seconds, chord bearing of North 46 degrees 55 minutes 13 seconds East, and a chord length of 4.35 feet; thence run along the arc of said curve and said right-of-way for a distance of 4.35 feet to a point, said point lying on a curve to the left, said curve having a radius of 475.00 feet, a central angle of 12 degrees 09 minutes 14 seconds, chord bearing of North 40 degrees 34 minutes 53 seconds East, and a chord length of 100.57 feet; thence run along the arc of said curve and said right-of-way for a distance of 100.76 feet to a point, said point lying on a curve to the left, said curve having a radius of 475.00 feet, a central angle of 06 degrees 55 minutes 54 seconds, chord bearing of North 31 degrees 02 minutes 20 seconds East, and a chord length of 57.43 feet; thence run along the arc of said curve and said right-of-way for a distance of 57.47 feet to a point; thence run North 27 degrees 34 minutes 23 seconds East along said right-of-way for a distance of 90.77 feet to a point, thence run North 27 degrees 34 minutes 23 seconds East along said right-of-way for a distance of 3.78 feet to a point, said point lying on a curve to the right, said curve having a radius of 550.00 feet, a central angle of 09 degrees 32 minutes 57 seconds, chord bearing of North 32 degrees 20 minutes 52 seconds East, and a chord length of 91.56 feet; thence run along the arc of said curve and said right-of-way for a distance of 91.67 feet to a point, said point lying on a curve to the right, said curve having a radius of 550.00 feet, a central angle of 10 degrees 26 minutes 55 seconds, chord bearing of North 42 degrees 20 minutes 47 seconds East, and a chord length of 100.16 feet; thence run along the arc of said curve and said right-of-way for a distance of 100.30 feet to a point, said point lying on a curve to the left, said curve having a radius of 30.00 feet, a central angle of 84 degrees 35 minutes 53 seconds, chord bearing of North 05 degrees 21 minutes 03 seconds East, and a chord length of 40.38 feet; thence run along the arc of said curve and said right-of-way for a distance of 44.30 feet to a point; thence run North 36 degrees 59

minutes 47 seconds West along said right-of-way for a distance of 170.74 feet to a point; thence run North 36 degrees 59 minutes 47 seconds West along said right-of-way for a distance of 48.40 feet to a point, said point lying on a curve to the left, said curve having a radius of 30.00 feet, a central angle of 52 degrees 20 minutes 07 seconds, chord bearing of North 63 degrees 09 minutes 41 seconds West, and a chord length of 26.46 feet; thence run along the arc of said curve and said right-of-way for a distance of 27.40 feet to a point, said point lying on a curve to the right, said curve having a radius of 60.00 feet, a central angle of 58 degrees 00 minutes 50 seconds, chord bearing of North 60 degrees 19 minutes 16 seconds West, and a chord length of 58.19 feet; thence run along the arc of said curve and said right-of-way for a distance of 60.75 feet to a point, said point lying on a curve to the right, said curve having a radius of 60.00 feet, a central angle of 58 degrees 06 minutes 44 seconds, chord bearing of North 02 degrees 15 minutes 40 seconds West, and a chord length of 58.28 feet; thence run along the arc of said curve and said right-of-way for a distance of 60.86 feet to a point, said point lying on a curve to the right, said curve having a radius of 60.00 feet, a central angle of 58 degrees 06 minutes 44 seconds, chord bearing of North 55 degrees 50 minutes 53 seconds East, and a chord length of 58.28 feet; thence run along the arc of said curve and said right-of-way for a distance of 60.86 feet to a point, said point lying on a curve to the right, said curve having a radius of 60.00 feet, a central angle of 110 degrees 26 minutes 13 seconds, chord bearing of South 39 degrees 52 minutes 54 seconds East, and a chord length of 98.56 feet; thence run along the arc of said curve and said right-of-way for a distance of 115.65 feet to a point, said point lying on a curve to the left, said curve having a radius of 30.00 feet, a central angle of 25 degrees 39 minutes 11 seconds, chord bearing of South 02 degrees 30 minutes 19 seconds West, and a chord length of 13.32 feet; thence run along the arc of said curve and said right-of-way for a distance of 13.43 feet to a point, said point lying on a curve to the left, said curve having a radius of 30.00 feet, a central angle of 26 degrees 40 minutes 22 seconds, chord bearing of South 23 degrees 39 minutes 35 seconds East, and a chord length of 13.84 feet; thence run along the arc of said curve and said right-of-way for a distance of 13.97 feet to a point; thence run South 36 degrees 59 minutes 47 seconds East along said right-of-way for a distance of 74.68 feet to a point; thence run South 36 degrees 59 minutes 47 seconds East along said right-of-way for a distance of 88.04 feet to a point; thence run South 36 degrees 59 minutes 47 seconds East along said right-of-way for a distance of 56.42 feet to a point, said point lying on a curve to the left, said curve having a radius of 30.00 feet, a central angle of 84 degrees 32 minutes 47 seconds, chord bearing of South 79 degrees 16 minutes 10 seconds East, and a chord length of 40.36 feet; thence run along the arc of said curve and said right-of-way for a distance of 44.27 feet to a point, said point lying on a curve to the right, said curve having a radius of 550.00 feet, a central angle of 21 degrees 42 minutes 22 seconds, chord bearing of North 69 degrees 18 minutes 38 seconds East, and a chord length of 207.12 feet; thence run along the arc of said curve and said right-of-way for a distance of 208.36 feet to a point, said point lying on a curve to the right, said curve having a radius of 550.00 feet, a central angle of 09 degrees 55 minutes 40 seconds, chord bearing of North 85 degrees 07 minutes 39 seconds East, and a chord length of 95.18 feet; thence run along the arc of said curve and said right-of-way for a distance of 95.30 feet to a point, said point lying on a curve to the right, said curve having a radius of 550.00 feet, a central angle of 03 degrees 28 minutes 33 seconds, chord bearing of South 88 degrees 10 minutes 14 seconds East, and a chord length of 33.36 feet; thence run along the arc of said curve and said right-of-way for a distance of 33.37 feet to a point; thence run South 86 degrees 25 minutes 57 seconds East along said right-of-way for a distance of 64.95 feet to a point; thence run South 86 degrees 25 minutes 57 seconds East along said right-of-way for a distance of 43.22 feet to a point, said point lying on a curve to the left, said curve having a radius of 286.50 feet, a central angle of 31 degrees 44 minutes 16 seconds, chord bearing of North 77 degrees 41 minutes 54 seconds East, and a chord length of 156.68 feet; thence run along the arc of said curve and said right-of-way for a distance of 158.70 feet to a point, said point lying on a curve to the left, said curve having a radius of 286.50 feet, a central angle of 29 degrees 30 minutes 02 seconds, chord bearing of North 47 degrees 04

minutes 44 seconds East, and a chord length of 145.89 feet; thence run along the arc of said curve and said right-of-way for a distance of 147.51 feet to a point; thence run North 32 degrees 19 minutes 44 seconds East along said right-of-way for a distance of 53.38 feet to a point, said point lying on a curve to the left, said curve having a radius of 30.00 feet, a central angle of 89 degrees 36 minutes 19 seconds, chord bearing of North 12 degrees 28 minutes 45 seconds West, and a chord length of 42.28 feet; thence run along the arc of said curve and said right-of-way for a distance of 46.92 feet to a point at the intersection of the northwesterly right-of-way of the aforementioned Winter Harbor Drive and the aforementioned southwesterly right-of-way of Gaines Ferry Road; thence leaving said right-of-way of Winter Harbor Drive, run South 57 degrees 19 minutes 09 seconds East for a distance of 160.34 feet to the POINT OF BEGINNING.

Said parcel contains 121,218 square feet, or 2.783 acres.

EXHIBIT B

HALL COUNTY
GEORGIA
We have it all in Hall

Hall County Government
PUBLIC WORKS AND UTILITIES

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

DIRECTOR
Bill Nash, P.E.

ASSISTANT DIRECTOR
William "Bill" King III, P.E.

ASSISTANT DIRECTOR
Jason Skarda, PLS

HALL COUNTY
PETITION FOR ROAD IMPROVEMENT

We, the undersigned property owners, hereby certify that we constitute all the property owners that abut and have access to a portion of (Road Name) Winter Harbor Drive and Snug Harbor Ct described below, and we respectfully request that said road be improved by Hall County as follows:

(Describe section or length of road in question)

Winter Harbor Drive is approximately 1,500 ft
Snug Harbor Ct is approximately 360 ft

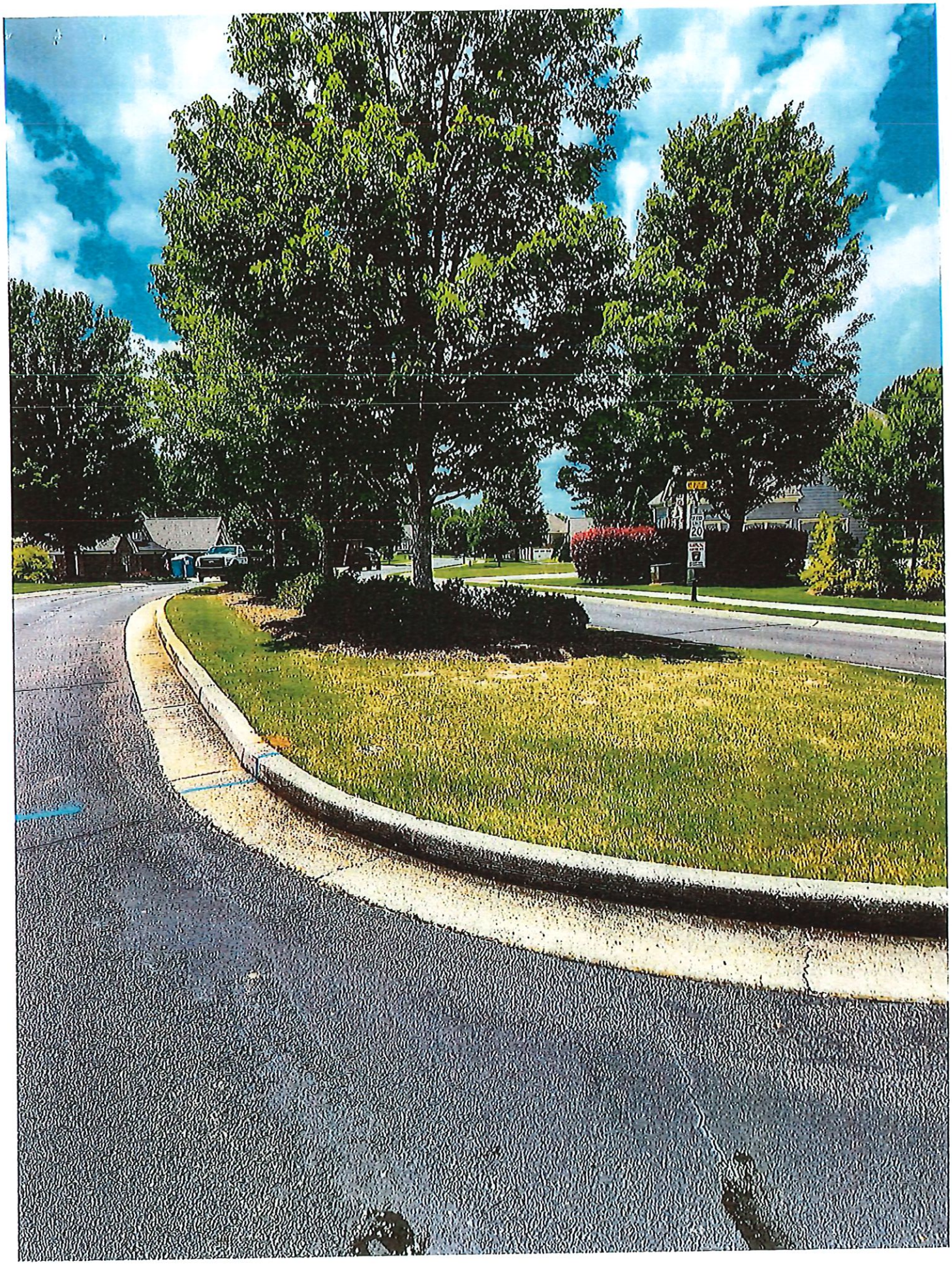
We are making this request for the following reasons: (Use back of form, if necessary)

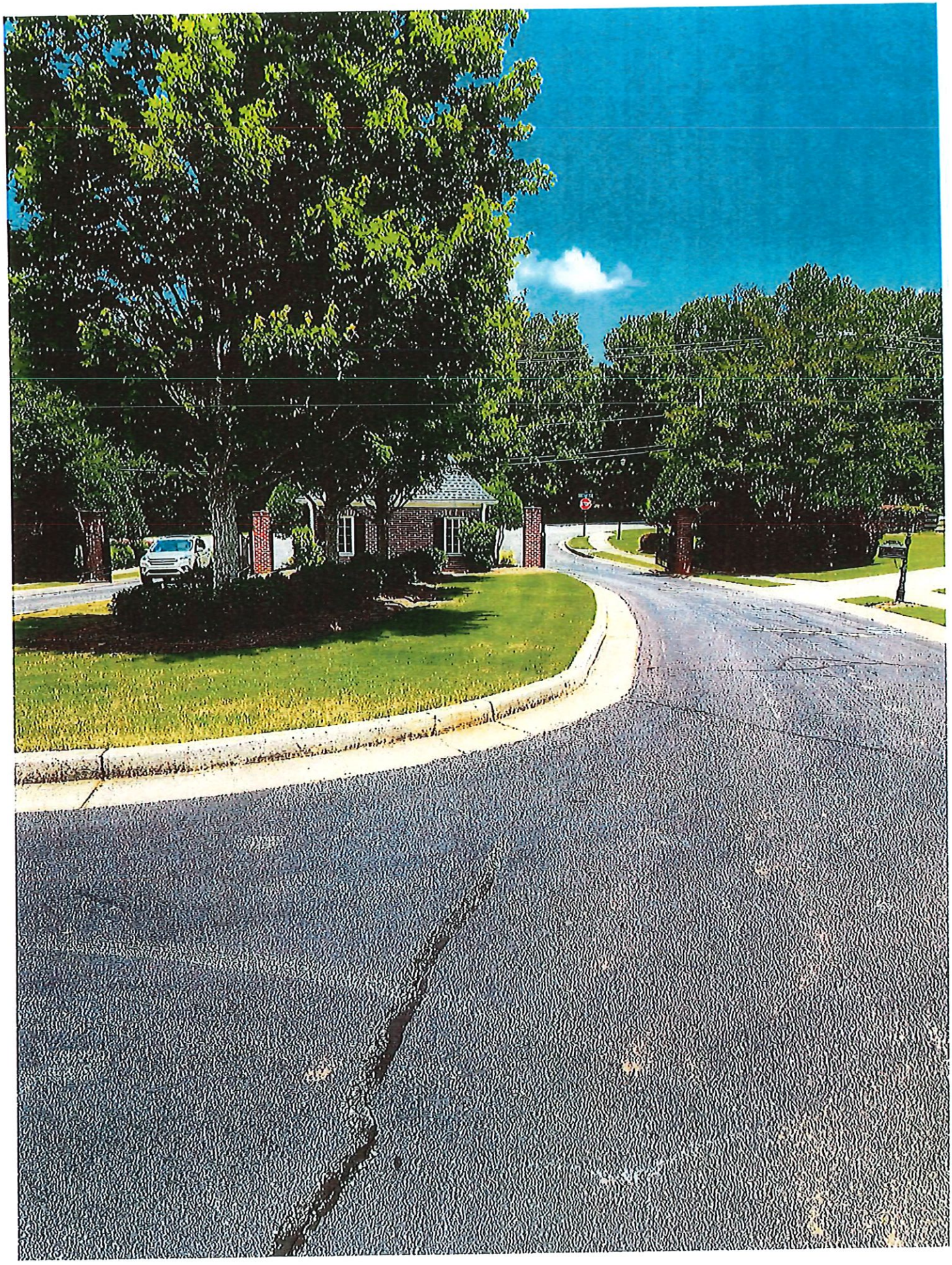
1. The Original Developer never dedicated streets to the county
2. They installed gates that have never been activated
3. The streets have always been accessible to the public. The residents are requesting that the county accept them since they are effectively "public streets"

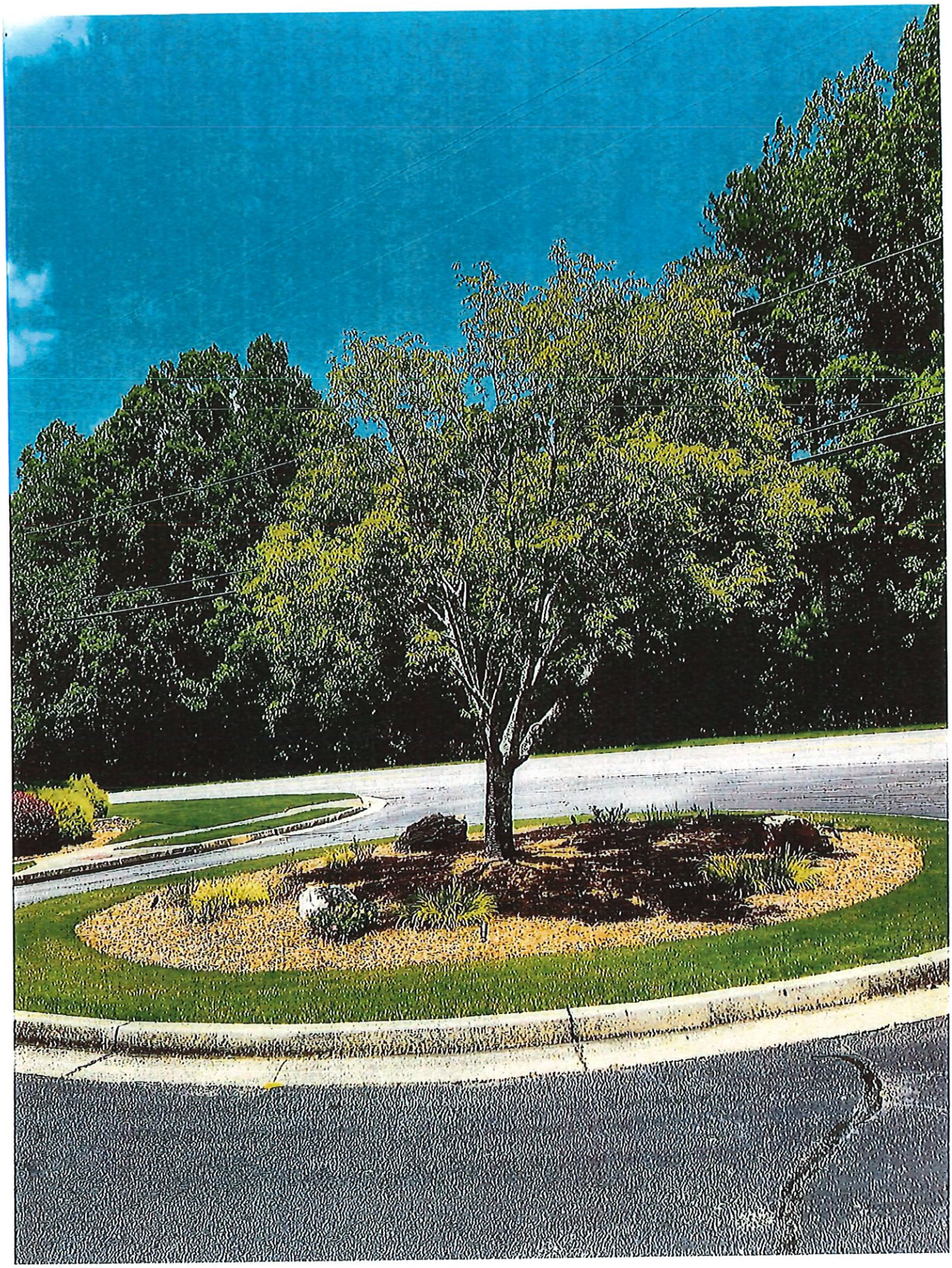
Print Name	Signature	Address	Phone Number
1. Paul Berkemeier	Paul Berkemeier	6430 Winter Harbor Dr. Flowery Branch, GA	770-363-4856
2. Sandra Richards	Sandra Richards	6422 Winter Harbor Dr. Flowery Branch GA	678-849-4074
3. Sam Avello	[illegible]	6411 Winter Harbor Dr. Flowery Br GA 30542	770-841-1300
4. William O'Brien	[illegible]	6458 Winter Harbor Drive, Flowery Branch, GA 30542	678-727-7360
5. Daniel Paeng	[illegible]	6427 Winter Harbor Dr. Flowery Branch GA 30542	770 355 2531
6. Mitch Peevy	[illegible]	6438 Winter Harbor Dr.	770-361-8444
7. Zack Layfield	Zack Layfield	6435 Winter Harbor Dr. Flowery Branch, GA 30542	678-828-7409
8. Zack Layfield	~~6431 Winter~~ Zack Layfield	6431 Winter Harbor Dr. Flowery Branch, GA 30542	678-828-7409
9. Cesar Campos	Cesar Campos	6518 Snug harbor Ct	678-499-2245
10. Arden R Wise	Arden R Wise	6426 Winter harbor Dr	517-3046801
11. Joe W. Parris III	Joe Parris III	6506 Snug Harbor Ct.	202391-8648

12. Peter Paul Xuereb	[signature]	6450 Winter Harbor Dr Flowery Branch GA 30542	404-226-3571
13. JEFFREY MELTON	[signature]	6412 WINTER HARBOR DR FLOWERY BRANCH GA 30542	470-8460412
14. Michael Allen	[signature]	6419 Winter Harbor Dr	678-616-2416
15. Chris Estrada	[signature]	6415 Winter Harbor Dr	678-386-4342
16. E. ROBERTS	[signature]	6423 WINTER HARBOR DR	770-653-2028 ~~678~~
17. Fifi	[signature]	6455 Winter Harbor Dr	470-326-9998
18. Josh Reed	[signature]	6510 Snug Harbor Ct.	678-409-9119 ~~[illegible]~~
19. Ralph Doughty	Ralp Doughty	6514 Snug HARBOR Ct	770-312-1366
20. LARRELL OLSON	[signature]	6257 GERMANTOWN	6785230832
21. John Sweeney	[signature]	6443 Winter Harbor	770 861 0419
22. ROBERT CABRAL	[signature]	6513 SNUG HARBOR CT FLOWERY BRANCH 30542	770/490-8641
23. Jennifer Mandell	[signature]	6454 Winter Harbor Dr. Flowery Branch, GA 30542	4049442948
24. KEVIN OLSON	FOR KEVIN OLSON [signature]		6784591069
25. Jong Lee	[signature]	6434 Winter Harbor Dr. Flowery Br. GA 30542	770-540-2614
26. Jaepil Choi	[signature]	6451 Winter Harbor Dr. Flowery Branch, GA 30542	941-224-2580
27. James KRAMER	[signature]	6446 Winter Harbor Dr Flowery Branch GA 30542	407-947-6469
28. [signature]	[signature]	6509 Snug Harbor Ct.	3077529010
29. Timothy M. STEUP	[signature]	6462 WINTER HARBOR DR. Flowery Branch GA 30542	786-2990640
30. Mike Henderson	[signature]	6439 Winter Harbor Dr. Flowery Branch GA 30542	404-406-1499
31.			
32.			
33.			
34.			
35.			









AGENDA ITEM

Public Works and Utilities

REPORT TO: **Work Session (06/22/26)**

REPORT TO: **Voting Meeting (06/25/26)**

ITEM NO: 310/2026

SUBJECT:

Approve the annual contract renewal for RFQ #46-001 Demand Services for Civil Engineering Services, Category A, Transportation Improvement Design for Public Works & Utilities to:

- AtkinsRealis USA, Inc. of Atlanta GA
- Infrastructure Consulting & Engineering, LLC of Norcross, GA
- Keck & Wood, Inc. of Duluth, GA
- Precision Planning, Inc. of Lawrenceville, GA
- Columbia Engineering and Services Inc. of Duluth, GA
- Moffatt & Nichol of Atlanta, GA
- S&ME Inc. of Duluth GA
- Holt Consulting Company, LLC of Duluth, GA
- TTL, Inc. of Atlanta, GA
- RS&H, Inc of Atlanta, GA
- Dewberry Engineers, Inc. of Atlanta, GA
- Croy Engineering, LLC of Marietta, GA
- Thomas & Hutton Engineering Co. of Buford, GA
- KCI Technologies, Inc. of Duluth, GA
- CDM Smith Inc. of Atlanta, GA
- Kimley-Horn and Associates, Inc. of Atlanta, GA
- Parsons Transportation Group, Inc successor by merger to Heath & Lineback of Marietta, GA

The estimated annual cost is $500,000.00.

Meetings:

Work Session Date: 06/22/26 **Voting Meeting Date:** 06/25/26

Executive Summary:

Presenter: JG

Recommendation:

Approve.

Purpose of Request:

History:

Approve the annual contract renewal for RFQ #46-001 Demand Services for Civil Engineering Services, Category A, Transportation Improvement Design for Public Works & Utilities to:

- AtkinsRealis USA, Inc. of Atlanta GA
- Infrastructure Consulting & Engineering, LLC of Norcross, GA
- Keck & Wood, Inc. of Duluth, GA
- Precision Planning, Inc. of Lawrenceville, GA
- Columbia Engineering and Services Inc. of Duluth, GA
- Moffatt & Nichol of Atlanta, GA
- S&ME Inc. of Duluth GA
- Holt Consulting Company, LLC of Duluth, GA
- TTL, Inc. of Atlanta, GA
- RS&H, Inc of Atlanta, GA
- Dewberry Engineers, Inc. of Atlanta, GA
- Croy Engineering, LLC of Marietta, GA
- Thomas & Hutton Engineering Co. of Buford, GA
- KCI Technologies, Inc. of Duluth, GA
- CDM Smith Inc. of Atlanta, GA
- Kimley-Horn and Associates, Inc. of Atlanta, GA
- Parsons Transportation Group, Inc successor by merger to Heath & Lineback of Marietta, GA

The estimated annual cost is $500,000.00.

Hall County has implemented the use of Demand Service pools of professional and qualified on-call contractors for various service, including this pool for civil engineering contractors. All vendors have been evaluated and selected by the Public Works and Utilities Department for upcoming Hall County Projects.

Facts and Issues:

Year two (2) of a possible five (5) year contract.

Competitive pricing will be solicited from the vendor pool for individual projects via issuance of Task Orders.

Options:

Funding Requested	$ 169,320.00
Are funds within current budget?	Yes
Source of Funds	Various
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Buyer	Submit	Approve	Purchasing
JD	WS	BC	AY
Budget	**Finance**	**Attorney**	**Administration**
JM	TS	JL	CR
Clerk			
JR			

Attachments:

Financial Supplement
Signature Requisition Authorization
Renewal Contract - AtkinsRealis USA, Inc.
Renewal Contract - Infrastructure Consulting
Renewal Contract - Keck & Wood
Renewal Contract - Precision Planning
Renewal Contract - Columbia Engineering

Renewal Contract - Moffatt & Nichol
Renewal Contract - S&ME
Renewal Contract - Holt Consulting
Renewal Contract - TTL
Renewal Contract - RS&H
Renewal Contract - Dewberry
Renewal Contract - Croy
Renewal Contract - Thomas & Hutton
Renewal Contract - KCI Technologies
Renewal Contract - CDM Smith
Renewal Contract - Kimley-Horn
Renewal Contract - Heath and Lineback

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 310/2026

Funds Requested: $ 169,320.00

Request Budgeted: Yes

Proposed Source of Funding:

Various

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2027	TBD	TBD	521000-PROFESSIONAL SERVICES	$500,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: BC

Phone: 770-531-6800

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 20, 2026

To: David Gibbs, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 46-001-1

Bid/Contract Name: Demand Services for Civil Engineering Services – Category A – Transportation Improvement Design

Department(s) Requesting Contract: Public Works & Utilities

Award Recipient Name: Atkins Realis USA, Inc. of Atlanta GA, Infrastructure Consulting & Engineering, LLC of Norcross, GA, Keck & Wood, Inc. of Duluth, GA, Precision Planning, Inc. of Lawrenceville, GA, Columbia Engineering and Services Inc. of Duluth, GA, Moffatt & Nichol of Atlanta, GA, S & ME Inc. of Duluth GA, Holt Consulting Company, LLC of Duluth, GA, TTL, Inc. of Atlanta, GA, RS & H, Inc of Atlanta, GA, Dewberry Engineers, Inc. of Atlanta, GA, Croy Engineering, LLC of Marietta, GA, Thomas & Hutton Engineering Co., of Buford, GA, KCI technologies, Inc. of Duluth, GA, CDM Smith Inc. of Atlanta, GA, Kimley-Horn Associates, Inc. of Atlanta, GA. and Parsons Transportation Group, Inc. of Chicago, Il. successor by merger to Heath and Lineback of Marietta, GA.

Contract Description:

☒ Annual Contract ☐ New ☒ Renewal

FY 2026 Projected Spend: $166,000

☐ Price Increase Requested Increase Percentage: 0%

☒ Project/Service Contract FY 2027 Estimated Amount: $500,000

☐ Product Contract Estimated Amount: $0

Comment:
Year two (2) of a possible five (5) year contract.
Hall County has implemented the use of Demand Service pools of qualified on-call contractors for various services as needed by the County. Category A – Transportation Improvement Design, of Demand Services for Civil Engineering Services is only one category of the whole proposal.

Competitive pricing will be solicited from the vendor pool for individual projects via the issuance of Task Orders.

FY 2027 estimated amount has been reviewed against the projected FY 2027 budget by Finance.

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

April 16, 2026

AtkinsRealis USA, Inc.
1600 RiverEdge Parkway NW
Suite 700
Atlanta, GA 30328
Attn: Brian Bolick
Brian.bolick@atkinsrealis.com

RE: RFQ/P #46-001, Demand Services for Civil Engineering Services Contract Fiscal Year: 2027 Renewal

Dear Brian,

Attached you will find Contract Renewal #1 extending your present contract for:

Category A – Transportation Improvement Design
Category B – Survey Services
Category C – Construction Management Services
Category D – Geotechnical Services
Category E – Subsurface Utility Engineering
Category F – Water Resources
Category H – Traffic Engineering Studies and Design

through June 30, 2027, as per the same terms and conditions of Bid #46-001.

If you agree with the renewal, please sign and return a copy of the attached agreement on or before April 30, 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

cc: Contract File

State of Georgia
County of Hall

Contract #46-001-1

Contract Renewal #1

Demand Services for Civil Engineering Services

March 30, 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 #46-001, Demand Services for Civil Engineering Services dated August 14, 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. 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.

AtkinsRealis USA, Inc.

By: _____

Print Name: R. Brian Bolick

Title: Vice President|Sr. Division Manager

Date: 4.16.2026

Sworn to and subscribed before me this

16th Day of April, 2026

Notary Public: _____

Notary commission expires: _____

OFFICIAL SEAL
NANCY ANN MCDUFF
Notary Public, Georgia
UNION COUNTY
My Commission Expires
March 9, 2028

HALL COUNTY, GEORGIA

By: _____

David Gibbs, Chairman

Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

_____

Nathaniel R. Anderson,
Senior Assistant County Attorney

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

April 7, 2026

Infrastructure Consulting & Engineering, LLC
4940 Peachtree Industrial Blvd.
Norcross, GA 30071
Attn: Tyler McIntosh
Tyler.mcintosh@ice-eng.com

RE: RFQ #46-001, Demand Services for Civil Engineering Services
Contract Fiscal Year: 2027 Renewal

Dear Tyler,

Attached you will find Contract Renewal #1 extending your present contract for:

Category A – Transportation Improvement Design
Category B – Survey Services

through June 30, 2027, as per the same terms and conditions of Bid #46-001.

If you agree with the renewal, please sign and return a copy of the attached agreement on or before April 30, 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

cc: Contract File

State of Georgia
County of Hall

Contract #46-001-1

Contract Renewal #1

Demand Services for Civil Engineering Services

March 30, 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 #46-001, Demand Services for Civil Engineering Services dated August 14, 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. 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.

Infrastructure Consulting & Engineering, LLC

By: _____

Print Name: Tyler McIntosh, PE

Title: Vice President - GA Transportation

Date: 4/7/2026

Sworn to and subscribed before me this

7th Day of April, 2026

Notary Public: _____
Makalah Hancock

Notary commission expires: July 17, 2029

MAKALAH HANCOCK
NOTARY
EXPIRES
GEORGIA
JULY 17, 2029
PUBLIC
GILMER COUNTY

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
*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

March 30, 2026

Keck & Wood, Inc.
3090 Premiere Parkway
Suite 200
Duluth, GA 30097
Attn: Daniel Sabia
Dsabia@keckwood.com

RE: RFQ #46-001, Demand Services for Civil Engineering Services
Contract Fiscal Year: 2027 Renewal

Dear Daniel,

Attached you will find Contract Renewal #1 extending your present contract for:

Category A – Transportation Improvement Design
Category F – Water Resources
Category H- Traffic Engineering Studies and Design

through June 30, 2027, as per the same terms and conditions of Bid #46-001.

If you agree with the renewal, please sign and return a copy of the attached agreement on or before April 30, 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

cc: Contract File

State of Georgia
County of Hall

Contract #46-001-1

Contract Renewal #1

Demand Services for Civil Engineering Services

March 30, 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 #46-001, Demand Services for Civil Engineering Services dated August 14, 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. 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.

KECK & WOOD, INC.

By: _____

Print Name: Daniel R. Subia, III

Title: Vice President

Date: May 4, 2026

HALL COUNTY, GEORGIA

By: _____

David Gibbs, Chairman

Board of Commissioners

Date: _____

Sworn to and subscribed before me this

4th Day of May, 2026

Notary Public: _____

Notary commission expires: 08/01/2029

ERIN JONES NOTARY PUBLIC GWINNETT COUNTY, GEORGIA MY COMMISSION EXPIRES AUGUST 01, 2029

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

April 8, 2026

Precision Planning, Inc.
400 Pike Blvd.
Lawrenceville, GA 30046
Attn: Jimmy Parker
jparker@ppi.us

RE: RFQ #46-001, Demand Services for Civil Engineering Services
Contract Fiscal Year: 2027 Renewal

Dear Jimmy,

Attached you will find Contract Renewal #1 extending your present contract for:

Category A – Transportation Improvement Design
Category B – Survey Services
Category F – Water Resources

through June 30, 2027, as per the same terms and conditions of Bid #46-001.

If you agree with the renewal, please sign and return a copy of the attached agreement on or before April 30, 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

cc: Contract File

State of Georgia
County of Hall

Contract #46-001-1

Contract Renewal #1

Demand Services for Civil Engineering Services

March 31, 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 #46-001, Demand Services for Civil Engineering Services dated August 14, 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. 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: Jimmy Parker, PE

Title: Executive Vice President

Date: 04/08/26

Sworn to and subscribed before me this

8th Day of April, 2026

Notary Public: Kathy F Barker

Notary commission expires: 4/6/2027

KATHY F. BARKER NOTARY PUBLIC GWINNETT COUNTY EXPIRES GEORGIA APRIL 6, 2027

HALL COUNTY, GEORGIA

By: _____

David Gibbs, Chairman

Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

_____
Nathaniel R. Anderson,
Senior Assistant County Attorney

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

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

March 30, 2026

Columbia Engineering and Services, Inc.
2862 Buford Hwy.
Suite 200
Duluth, GA 30096
Attn: Paul Cook
pcook@columbia-engineering.com

RE: RFQ/P #46-001, Demand Services for Civil Engineering Services
Contract Fiscal Year: 2027 Renewal

Dear Paul,

Attached you will find Contract Renewal #1 extending your present contract for:

Category A – Transportation Improvement Design
Category B – Survey Services
Category E – Subsurface Utility Engineering
Category G – Plan Review
Category H – Traffic Engineering Studies and Design

through June 30, 2027, as per the same terms and conditions of Bid #46-001.

If you agree with the renewal, please sign and return a copy of the attached agreement on or before April 30, 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

cc: Contract File

State of Georgia
County of Hall

Contract #46-001-1

Contract Renewal #1

Demand Services for Civil Engineering Services

March 30, 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 #46-001, Demand Services for Civil Engineering Services dated August 14, 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. 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.

Columbia Engineering and Services, Inc.

By: _____

Print Name: Paul D. Cook

Title: President

Date: 3/30/26

Sworn to and subscribed before me this

30th Day of March, 2026

Notary Public: Tracy Waldron

Notary commission expires: 7/25/27

TRACY WALDRON NOTARY PUBLIC FORSYTH COUNTY GEORGIA EXPIRES 07-25-2027

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
*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

April 28, 2026

Moffatt & Nichol
1201 Peachtree St. NE
Suite 1106
Atlanta, GA 30361
Attn: Ron Osterloh
rosterloh@moffattnichol.com

RE: RFQ #46-001, Demand Services for Civil Engineering Services
Contract Fiscal Year: 2027 Renewal

Dear Albert,

Attached you will find Contract Renewal #1 extending your present contract for:

Category A – Transportation Improvement Design
Category H – Traffic Engineering Studies and Design

through June 30, 2027, as per the same terms and conditions of Bid #46-001.

If you agree with the renewal, please sign and return a copy of the attached agreement on or before April 30, 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

cc: Contract File

State of Georgia
County of Hall

Contract #46-001-1

Contract Renewal #1

Demand Services for Civil Engineering Services

March 30, 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 #46-001, Demand Services for Civil Engineering Services dated August 14, 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. 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.

MOFFATT & NICHOL

By: Ronald W Osterloh

Print Name: Ronald W Osterloh

Title: Vice President

Date: 4/28/26

Sworn to and subscribed before me this
28th Day of April, 2026

Notary Public: Tara J Olsen

Notary commission expires: 01/20/2030

TARA J OLSEN
Notary Public - State of Georgia
Effingham County
My Commission Expires Jan 20, 2030

HALL COUNTY, GEORGIA

By: _____

David Gibbs, Chairman

Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

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

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

March 31, 2026

S & ME, Inc.
4350 River Green Parkway
Suite 200
Duluth, GA 30096
Attn: Jamie Keown
jkeown@smeinc.com

RE: RFQ #46-001, Demand Services for Civil Engineering Services
Contract Fiscal Year: 2027 Renewal

Dear Jamie,

Attached you will find Contract Renewal #1 extending your present contract for:

Category A – Transportation Improvement Design
Category D – Geotechnical Services

through June 30, 2027, as per the same terms and conditions of Bid #46-001.

If you agree with the renewal, please sign and return a copy of the attached agreement on or before April 30, 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

cc: Contract File

State of Georgia
County of Hall

Contract #46-001-1

Contract Renewal #1

Demand Services for Civil Engineering Services

March 31, 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 #46-001, Demand Services for Civil Engineering Services dated August 14, 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. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved in writing prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

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

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

S & ME, INC.

By: _____

Print Name: JAMIE KEOWN

Title: PROJECT MANAGER

Date: 3/31/2026

Sworn to and subscribed before me this

31 Day of March, 2026

Notary Public: _____

Notary commission expires: Aug 3 2027

LAURA REUL
NOTARY PUBLIC
FORSYTH COUNTY, GEORGIA
MY COMMISSION EXPIRES
AUGUST 03, 2027

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
*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

May 11, 2026

Holt Consulting Company, LLC
2915 Premiere Parkway
Suite 125
Duluth, GA 30097
Attn: Brad Gowen
bgowen@holtconsulting.com

RE: RFQ #46-001, Demand Services for Civil Engineering Services
Contract Fiscal Year: 2027 Renewal

Dear Brad,

Attached you will find Contract Renewal #1 extending your present contract for Category A – Transportation Improvement Design through June 30, 2027, as per the same terms and conditions of Bid #46-001.

If you agree with the renewal, please sign and return a copy of the attached agreement on or before April 30, 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

cc: Contract File

State of Georgia
County of Hall

Contract #46-001-1

Contract Renewal #1

Demand Services for Civil Engineering Services

March 30, 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 #46-001, Demand Services for Civil Engineering Services dated August 14, 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. 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.

HOLT CONSULTING COMPANY, LLC

By: _____

Print Name: Paul A. Holt

Title: Principal

Date: April 6, 2026

HALL COUNTY, GEORGIA

By: _____

David Gibbs, Chairman

Board of Commissioners

Date: _____

Sworn to and subscribed before me this

6th Day of April, 2026

Notary Public: _____

Notary commission expires: April 22, 2029

JILL S. GILBERT
NOTARY
PUBLIC
Exp. April 22, 2029
SOUTH CAROLINA

Attestation: _____
County Clerk

APPROVED AS TO FORM

_____

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

April 13, 2026

TTL, Inc.
4256 Peachtree Rd. NE
Suite 140
Atlanta, GA 30341
Attn: Jennifer Harper
Jennifer.harper@ttlusa.com

RE: RFQ #46-001, Demand Services for Civil Engineering Services
Contract Fiscal Year: 2027 Renewal

Dear Jennifer,

Attached you will find Contract Renewal #1 extending your present contract for:

Category A - Transportation Improvement Design
Category C – Construction Management Services
Category D – Geotechnical Services

through June 30, 2027, as per the same terms and conditions of Bid #46-001.

If you agree with the renewal, please sign and return a copy of the attached agreement on or before April 30, 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

cc: Contract File

State of Georgia
County of Hall

Contract #46-001-1

Contract Renewal #1

Demand Services for Civil Engineering Services

March 31, 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 #46-001, Demand Services for Civil Engineering Services dated August 14, 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. 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.

TTL, INC.

By: _____

Print Name: H. Dean McClure

Title: CEO

Date: 4/13/2026

Sworn to and subscribed before me this

13th Day of April, 2026

Notary Public: _____

Notary commission expires: 9-24-2029

SESCILY SHIRLEY
Notary Public
Alabama State at Large

HALL COUNTY, GEORGIA

By: _____

David Gibbs, Chairman

Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

_____

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

March 31, 2026

RS & H, Inc.
1349 W Peachtree St. NE
Suite 2000
Atlanta, GA 30309
Attn: Christian Jackson
Chris.Jackson@rsandh.com

RE: RFQ #46-001, Demand Services for Civil Engineering Services
Contract Fiscal Year: 2027 Renewal

Dear Christian,

Attached you will find Contract Renewal #1 extending your present contract for Category A – Transportation Improvement Design through June 30, 2027, as per the same terms and conditions of Bid #46-001.

If you agree with the renewal, please sign and return a copy of the attached agreement on or before April 30, 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

cc: Contract File

State of Georgia
County of Hall

Contract #46-001-1

Contract Renewal #1

Demand Services for Civil Engineering Services

March 31, 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 #46-001, Demand Services for Civil Engineering Services dated August 14, 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. 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.

RS & H, INC.

By: _____

Print Name: CHRISTIAN B. JACKSON

Title: SENIOR VICE PRESIDENT

Date: 3/31/26

Sworn to and subscribed before me this

31ST Day of MARCH, 2026

Notary Public: _____

Notary commission expires: DECEMBER 21, 2027

JULIE S HUFF
NOTARY PUBLIC
FULTON COUNTY, GEORGIA
MY COMMISSION EXPIRES DECEMBER 21, 2027

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
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

April 28, 2026

Dewberry Engineers, Inc.
2951 Flowers Rd., S.
Suite 4102
Atlanta, GA 30341
Attn: Duncan Hastie
dhastie@dewberry.com

RE: RFQ/P #46-001, Demand Services for Civil Engineering Services
Contract Fiscal Year: 2027 Renewal

Dear Duncan,

Attached you will find Contract Renewal #1 extending your present contract for:

Category A – Transportation Improvement Design
Category H – Traffic Engineering Studies and Design

through June 30, 2027, as per the same terms and conditions of Bid #46-001.

If you agree with the renewal, please sign and return a copy of the attached agreement on or before April 30, 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

cc: Contract File

State of Georgia
County of Hall

Contract #46-001-1

Contract Renewal #1

Demand Services for Civil Engineering Services

March 30, 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 #46-001, Demand Services for Civil Engineering Services dated August 14, 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. 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.

DEWBERRY ENGINEERS, INC.

By: Duncan Hastie

Print Name: Duncan Hastie

Title: Senior Vice President

Date: 4/28/26

Sworn to and subscribed before me this

28th Day of April, 2026

Notary Public: Lesley Buras

Notary commission expires: 8/16/27

HALL COUNTY, GEORGIA

By: _____

David Gibbs, Chairman

Board of Commissioners

Date: _____

Attestation: _____
County Clerk

LESLEY BURAS
Notary Public, Georgia
Cobb County
My Commission Expires
August 16, 2027

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

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

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

May 11, 2026

Croy Engineering, LLC
200 Cobb Parkway N
Building 400 Suite 413
Marietta, GA 30062
Attn: Gregory Teague
gteague@croyeng.com

RE: RFQ/P #46-001, Demand Services for Civil Engineering Services
Contract Fiscal Year: 2027 Renewal

Dear Gregory,

Attached you will find Contract Renewal #1 extending your present contract for:

Category A – Transportation Improvement Design
Category B – Survey Services
Category C – Construction Management
Category E – Subsurface Utility Engineering
Category H – Traffic Engineering Studies and Design

through June 30, 2027, as per the same terms and conditions of Bid #46-001.

If you agree with the renewal, please sign and return a copy of the attached agreement on or before April 30, 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

dc: Contract File

State of Georgia
County of Hall

Contract #46-001-1

Contract Renewal #1

Demand Services for Civil Engineering Services

March 30, 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 #46-001, Demand Services for Civil Engineering Services dated August 14, 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. 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.

CROY ENGINEERING, LLC

By: _____

Print Name: Gregory D. Teague

Title: CEO

Date: 4/29/2026

Sworn to and subscribed before me this

29 Day of April, 2026

Notary Public: Misty Gilbert

Notary commission expires: _____

MISTY GILBERT NOTARY PUBLIC BARTOW COUNTY GEORGIA EXPIRES FEBRUARY 18,2029

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
*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

April 28, 2026

Thomas & Hutton Engineering Co.
5074 Bristol Industrial Way
Suite A
Duluth, GA 30518
Attn: Jimmy Garrison
Garrison.j@tandh.com

RE: RFQ #46-001, Demand Services for Civil Engineering Services
Contract Fiscal Year: 2027 Renewal

Dear Jimmy,

Attached you will find Contract Renewal #1 extending your present contract for:

Category A - Transportation Improvement Design
Category B – Survey Services
Category C – Construction Management Services

through June 30, 2027, as per the same terms and conditions of Bid #46-001.

If you agree with the renewal, please sign and return a copy of the attached agreement on or before April 30, 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

cc: Contract File

State of Georgia
County of Hall

Contract #46-001-1

Contract Renewal #1

Demand Services for Civil Engineering Services

March 31, 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 #46-001, Demand Services for Civil Engineering Services dated August 14, 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. 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.

THOMAS & HUTTON ENGINEERING CO.

By: Lisa B. Muzekari

Print Name: Lisa B. Muzekari, PE

Title: Vice President of Infrastructure

Date: April 28, 2026

Sworn to and subscribed before me this

28 Day of April, 2026

Notary Public: Natalie Laine Sitz

Notary commission expires: 12/9/2029

NATALIE LAINE SITZ
NOTARY PUBLIC
FORSYTH COUNTY, GEORGIA
MY COMMISSION EXPIRES DECEMBER 09, 2029

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
*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

March 31, 2026

KCI Technologies, Inc.
2160 Satellite Blvd.
Duluth, GA 30097
Attn: Kerrie Boyette
Kerrie.boyette@kci.com

RE: RFQ #46-001, Demand Services for Civil Engineering Services
Contract Fiscal Year: 2027 Renewal

Dear Kerrie,

Attached you will find Contract Renewal #1 extending your present contract for:

Category A – Transportation Improvement Design
Category B – Survey Services
Category C – Construction Management Services
Category E - Subsurface Utility Engineering
Category G – Plan Review
Category H – Traffic Engineering Studies and Design

through June 30, 2027, as per the same terms and conditions of Bid #46-001.

If you agree with the renewal, please sign and return a copy of the attached agreement on or before April 30, 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

cc: Contract File

State of Georgia
County of Hall

Contract #46-001-1

Contract Renewal #1

Demand Services for Civil Engineering Services

March 30, 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 #46-001, Demand Services for Civil Engineering Services dated August 14, 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. 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.

KCI TECHNOLOGIES, INC.

By: Kerrie Boyette

Print Name: Kerrie Boyette

Title: Vice President

Date: 03/31/2026

Sworn to and subscribed before me this

31st Day of March, 2026

Notary Public: Christina Perez Young

Notary commission expires: May 20, 2029



HALL COUNTY, GEORGIA

By: _____

David Gibbs, Chairman

Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

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

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

March 31, 2026

CDM Smith, Inc.
2100 Riveredge Parkway
Suite 1250
Atlanta, GA 30328
Attn: Chuck Deeb
deebck@cdmsmith.com

RE: RFQ/P #46-001, Demand Services for Civil Engineering Services
Contract Fiscal Year: 2027 Renewal

Dear Chuck,

Attached you will find Contract Renewal #1 extending your present contract for:

Category A – Transportation Improvement Design
Category B – Survey Services
Category C – Construction Management
Category D – Geotechnical Services
Category E – Subsurface Utility Engineering
Category F – Traffic Engineering Studies and Design

through June 30, 2027, as per the same terms and conditions of Bid #46-001.

If you agree with the renewal, please sign and return a copy of the attached agreement on or before April 30, 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

cc: Contract File

State of Georgia
County of Hall

Contract #46-001-1

Contract Renewal #1

Demand Services for Civil Engineering Services

March 30,2026

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 #46-001, Demand Services for Civil Engineering Services dated August 14, 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. 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.

CDM SMITH, INC.

By: _____

Print Name: Charles K. Deeb

Title: Principal | Client Service Leader

Date: March 31, 2026

Sworn to and subscribed before me this

31st Day of March, 2026

Notary Public: _____

Notary commission expires: 5/24/26

JULIE ROBINSON
Notary Public
Cobb County, Georgia
My Commission Expires 05/24/2026

HALL COUNTY, GEORGIA

By: _____

David Gibbs, Chairman

Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

_____

Nathaniel R. Anderson,
Senior Assistant County Attorney

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

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

April 16, 2026

Kimley-Horn and Associates, Inc.
1200 Peachtree Street NE
Suite 800
Atlanta, GA 30309
Attn: Clark Kennedy
Clark.kennedy@kimley-horn.com

RE: RFQ #46-001, Demand Services for Civil Engineering Services
Contract Fiscal Year: 2027 Renewal

Dear Clark,

Attached you will find Contract Renewal #1 extending your present contract for:

Category A – Transportation Improvement Design
Category C – Construction Management
Category G – Plan Review
Category H – Traffic Engineering Studies and Design

through June 30, 2027, as per the same terms and conditions of Bid #46-001.

If you agree with the renewal, please sign and return a copy of the attached agreement on or before April 30, 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

cc: Contract File

State of Georgia
County of Hall

Contract #46-001-1

Contract Renewal #1

Demand Services for Civil Engineering Services

March 30, 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 #46-001, Demand Services for Civil Engineering Services dated August 14, 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. 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.

Kimley-Horn and Associates Inc.

By: Jason R. Manners

Print Name: Jason R. Manners

Title: Vice President

Date: April 16 ,2026

Sworn to and subscribed before me this

16 Day of April, 2026

Notary Public:

Notary commission expires: June 09, 2029

ASHLEY TURNER
NOTARY PUBLIC
Coweta County
State of Georgia
My Comm. Expires 06/09/2029

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
*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

April 28, 2026

Heath & Lineback
2390 Canton Rd.
Bldg. 200
Marietta, GA 30066
Attn: Allen Krivsky
akrivsky@heath-lineback.com

RE: RFQ #46-001, Demand Services for Civil Engineering Services
Contract Fiscal Year: 2027 Renewal

Dear Allen,

Attached you will find Contract Renewal #1 extending your present contract for:

Category A – Transportation Improvement Design
Category H – Traffic Engineering Studies and Design

through June 30, 2027, as per the same terms and conditions of Bid #46-001.

If you agree with the renewal, please sign and return a copy of the attached agreement on or before April 30, 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

cc: Contract File

State of Georgia
County of Hall

Contract #46-001-1

Contract Renewal #1

Demand Services for Civil Engineering Services

March 30, 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 #46-001, Demand Services for Civil Engineering Services dated August 14, 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. 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.

HEATH & LINEBACK

By: W. Allen Krivsky

Print Name: W. Allen Krivsky, P.E.

Title: Senior Vice President

Date: May 19, 2026

Sworn to and subscribed before me this

19TH Day of May, 2026

Notary Public: Courtney Townsend

Notary commission expires: October 22, 2029

COURTNEY TOWNSEND
Notary Public, Georgia
Dekalb County
My Commission Expires
October 22, 2029

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

A BCC COMPANY

Heath & Lineback

2390 CANTON ROAD ▪ BUILDING 200 ▪ MARIETTA, GEORGIA 30066-5393
hle@heath-lineback.com ▪ phone (770) 424-1668

March 10, 2026

REF: BCC Engineering, LLC d/b/a Heath & Lineback

To whom it may concern,

This Notice of Acquisition is being sent to you in connection with an acquisition (the "Acquisition") of Heath & Lineback Engineers, Inc. ("H&L") by BCC Engineering, LLC ("BCC"), a Florida limited liability company.

After the acquisition by BCC, H&L became a wholly-owned subsidiary of BCC. H&L continued to operate as a wholly owned subsidiary of BCC, contracting independently and maintaining all its existing management, staff, operations, and prequalification status. The parties with whom H&L had contracts continued using Heath & Lineback in all its handlings, including invoices.

On November 1, 2024, on of BCC Engineering, LLC d/b/a Heath & Lineback's ("BCC") parent entities, BCC Engineering Holding Corporation, merged with a subsidiary of Parsons Transportation Group Inc., an Illinois corporation ("Parsons"), with H&L's parent company becoming a wholly owned subsidiary of Parsons.

BCC's business operation will remain unchanged for the time being, including its personnel, management and all payment processes. BCC cherishes its relationship with its clients and prior to full integration with Parsons, which will occur within the next six (6) months, BCC will timely request the assignment/novation of all its client contracts so that a concerted action plan is delineates.

Parsons is a leading company in global infrastructure markets and will bring an expanded suite of services to all clients, including The City of Brookhaven).

If you have any questions or need additional information, please contact Allen Krivsky at akrivsky@heath-lineback.com.

Sincerely,

W. Allen Krivsky, PE, Senior Vice President
Enclosures

orm **W-9**
v. March 2024)
D partment of the Tr asury
Internal Revenue Service

Request for T xpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to th purpose of Form W-9, see *Purpose of Form*, below.

Print or type. *Specific Instructions* on pag 3

1 Name of entity/individual. An entry is required (For a sole proprietor or disregarded entity, enter th own r's name on lin 1, and enter the busin ss/disregarded entity's name on line 2.)

Parsons Transportation Group Inc

2 Business name/disregarded entity nam , if different from above.

3a Check the appropriate box for federal tax classification of the ntity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disr gard d entity. A disregard d entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from Foreign Account Tax Compliance Act (ATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, own rs, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suit no.). See instructions.

PO Box 88960

R quester's name and address (optional)

6 City, state, and ZIP code

Chicago, IL 60695-1960

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is g nerally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded ntity, se the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one nam , see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

3	6	–	0	9	8	2	2	7	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my corr ct taxpay r identification number (or I am waiting for a numb r to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not r quir d to sign the c rtification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person *Sherri Craveling* Date 1/6/2025

General Instructions

Section references are to the Internal Revenu Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as l gislation nacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded ntity completes this line. An LLC that is a disregarded entity should check th appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to compl te this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be r quir d to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity orm W-9 requester) who is required to file an information return with the I S is giving you this form because they

AGENDA ITEM

Public Works and Utilities

REPORT TO: **Work Session (06/22/26)**

REPORT TO: **Voting Meeting (06/25/26)**

ITEM NO: 312/2026

SUBJECT: Approve the annual contract renewal for RFQ #46-001 Demand Services for Civil Engineering Services, Category C, Construction Management Services for Public Works & Utilities to:

- ECS Southeast, LLC of Lawrenceville, GA
- LJA Engineering Inc. of Houston TX successor by merger to BM & K Inc. of Braselton, GA
- United Consulting Group, Ltd. of Norcross, GA
- Kimley-Horn and Associates, Inc. of Atlanta, GA
- TTL, Inc. of Atlanta, GA
- AtkinsRealis USA, Inc. of Atlanta, GA
- KCI Technologies, Inc. of Duluth, GA
- Atlas Technical Consultants LLC of Duluth, GA
- CDM Smith, Inc. of Atlanta, GA
- Thomas Hutton Engineering Co. of Buford, GA
- Heath & Lineback of Marietta, GA
- Croy Engineering, LLC of Marietta, GA

The estimated annual cost to exceed $100,000.00.

Meetings:

Work Session Date: 06/22/26 **Voting Meeting Date:** 06/25/26

Executive Summary:

Presenter: JG

Recommendation:
Approve.

Purpose of Request:

History:

Approve the annual contract renewal for RFQ #46-001 Demand Services for Civil Engineering Services, Category C, Construction Management Services for Public Works & Utilities to:

- ECS Southeast, LLC of Lawrenceville, GA
- LJA Engineering Inc. of Houston TX successor by merger to BM & K Inc. of Braselton, GA
- United Consulting Group, Ltd. of Norcross, GA
- Kimley-Horn and Associates, Inc. of Atlanta, GA
- TTL, Inc. of Atlanta, GA
- AtkinsRealis USA, Inc. of Atlanta, GA
- KCI Technologies, Inc. of Duluth, GA
- Atlas Technical Consultants LLC of Duluth, GA
- CDM Smith, Inc. of Atlanta, GA
- Thomas Hutton Engineering Co. of Buford, GA
- Heath & Lineback of Marietta, GA
- Croy Engineering, LLC of Marietta, GA

The estimated annual cost to exceed $100,000.00.

Hall County had implemented the use of Demand Servie pools of professional and qualified on-call contractors for various service, including this pool for civil engineering contractors. All of the these vendors have been evaluated and selected by the Public Works and Utilities Department for upcoming Hall County Projects.

Facts and Issues:

This is year two (2) of a possible five (5) year contract.

Competitive pricing will be solicited from the vendor pool for upcoming projects by the issuance of Task Orders.

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	Submit	Approve	Purchasing
JD	WS	BC	AY
Budget	**Finance**	**Attorney**	**Administration**
JM	TS	JL	CR
Clerk			
JR			

Attachments:

Financial Supplement
Signature Request
Renewal Contract - ECS Southeast
Renewal Contract - LJA Engineering
Renewal Contract - United Consulting
Renewal Contract - Kimley-Horn
Renewal Contract - TTL
Renewal Contract - AtkinsRealis
Renewal Contract - KCI Technologies
Renewal Contract - Atlas Technical
Renewal Contract - CDM Smith
Renewal Contract - Thomas Hutton

Renewal Contract - Heath and Lineback
Renewal Contract - Croy Engineering

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 312/2026

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	521000-PROFESSIONAL SERVICES	$100,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: BC

Phone: 770-531-6800

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 19, 2026

To: David Gibbs, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 46-001-1

Bid/Contract Name: Demand Services for Civil Engineering Services – Category C – Construction Management

Department(s) Requesting Contract: Public Works & Utilities

Award Recipient Name: ECS Southeast, LLC of Lawrenceville, GA, LJA Engineering Inc. of Houston, TX, successor by merger to BM & K Inc. of Braselton, GA, United Consulting Group, Ltd. of Norcross, GA, Kimley-Horn and Associates, Inc. of Atlanta, GA, TTL, Inc. of Atlanta, GA, AtkinsRealis USA, Inc of Atlanta, GA, KCI Technologies, Inc. of Duluth, GA, Atlas Technical Consultants, LLC of Duluth, GA, CDM Smith, Inc. of Atlanta, GA Thomas Hutton Engineering, Co. of Buford, GA, Heath and Lineback of Marietta, GA, and Croy Engineering, LLC of Marietta, GA.

Contract Description:

☒ Annual Contract ☐ New ☒ Renewal

FY 2026 Projected Spend: $0

☐ Price Increase Requested Increase Percentage: 0%

☒ Project/Service Contract FY 2027 Estimated Amount: $100,000

☐ Product Contract Estimated Amount: $0

Comment:

Year two (2) of a possible five (5) year contract.
Hall County has implemented the use of Demand Service pools of qualified on-call contractors for various services as needed by the County. Category C – Construction Services, of Demand Services for Civil Engineering Services is only one category of the whole proposal. Competitive pricing will be solicited from the vendor pool for individual projects via the issuance of

Task Orders.
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: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

April 28, 2026

ECS Southeast, LLC
1550 North Brown Rd.
Suite 140
Lawrenceville, GA 30043
Attn: Brian Schiessle
bschiessle@ecslimited.com

RE: RFQ/P #46-001, Demand Services for Civil Engineering Services
Contract Fiscal Year: 2027 Renewal

Dear Brian,

Attached you will find Contract Renewal #1 extending your present contract for:

Category C – Construction Management
Category D – Geotechnical Services

through June 30, 2027, as per the same terms and conditions of Bid #46-001.

If you agree with the renewal, please sign and return a copy of the attached agreement on or before April 30, 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

cc: Contract File

State of Georgia
County of Hall

Contract #46-001-1

Contract Renewal #1

Demand Services for Civil Engineering Services

March 30, 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 #46-001, Demand Services for Civil Engineering Services dated August 14, 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. 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.

ECS SOUTHEAST, LLC

By: Brian E. Schiessle, PE

Print Name: Brian E. Schiessle

Title: Vice President

Date: 4.30.2026

Sworn to and subscribed before me this

30th Day of April, 2026

Notary Public: Patricia V. Howard-Regan

Notary commission expires: 8/29/2028

PATRICIA V. HOWARD-REGAN NOTARY PUBLIC GEORGIA COBB COUNTY MY COMM. EXP. 08/29/2028

HALL COUNTY, GEORGIA

By: _____

David Gibbs, Chairman

Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

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

April 9, 2026

LJA Engineering, Inc.
3600 W Sam Houston Pkwy S #600
Houston, TX 77042
Attn: Donald Clerici
Dclerici@lja.com

RE: RFQ/P #46-001, Demand Services for Civil Engineering Services
Contract Fiscal Year: 2027 Renewal

Dear Don,

Attached you will find Contract Renewal #1 extending your present contract for Category C – Construction Management through June 30, 2027, as per the same terms and conditions of Bid #46-001.

If you agree with the renewal, please sign and return a copy of the attached agreement on or before April 30, 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

cc: Contract File

State of Georgia
County of Hall

Contract #46-001-1

Contract Renewal #1

Demand Services for Civil Engineering Services

March 30, 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 #46-001, Demand Services for Civil Engineering Services dated August 14, 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. 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.

LJA ENGINEERING, INC.
(successor by merger to BM&K, Inc.)

By: _____

Print Name: Donald B. Clerici, Jr.

Title: Vice President

Date: 04/09/2026

Sworn to and subscribed before me this

9th Day of April, 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 Government

FINANCIAL SERVICES
PURCHASING DIVISION

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

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

March 31, 2026

United Consulting
625 Holcomb Bridge Rd.
Rowsell, GA 30071
Attn: Reza Abree
Information@unitedconsulting.com

RE: RFQ #46-001, Demand Services for Civil Engineering Services
Contract Fiscal Year: 2027 Renewal

Dear Jennifer,

Attached you will find Contract Renewal #1 extending your present contract for:

Category C – Construction Management Services
Category D – Geotechnical Services

through June 30, 2027, as per the same terms and conditions of Bid #46-001.

If you agree with the renewal, please sign and return a copy of the attached agreement on or before April 30, 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

cc: Contract File

State of Georgia
County of Hall

Contract #46-001-1

Contract Renewal #1

Demand Services for Civil Engineering Services

March 31, 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 #46-001, Demand Services for Civil Engineering Services dated August 14, 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. 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.

UNITED CONSULTING

By: _____

Print Name: Reza Abree, P.E.

Title: CEO/President

Date: 04/02/2026

HALL COUNTY, GEORGIA

By: _____

David Gibbs, Chairman

Board of Commissioners

Date: _____

Attestation: _____
County Clerk

Sworn to and subscribed before me this

2nd Day of April, 2026

Notary Public: _____

Notary commission expires: 04/27/2027

AYANNA N CRAIG
NOTARY PUBLIC
ROCKDALE COUNTY, GEORGIA
MY COMMISSION EXPIRES APRIL 27, 2027

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

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

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

April 16, 2026

Kimley-Horn and Associates, Inc.
1200 Peachtree Street NE
Suite 800
Atlanta, GA 30309
Attn: Clark Kennedy
Clark.kennedy@kimley-horn.com

RE: RFQ #46-001, Demand Services for Civil Engineering Services
Contract Fiscal Year: 2027 Renewal

Dear Clark,

Attached you will find Contract Renewal #1 extending your present contract for:

Category A – Transportation Improvement Design
Category C – Construction Management
Category G – Plan Review
Category H – Traffic Engineering Studies and Design

through June 30, 2027, as per the same terms and conditions of Bid #46-001.

If you agree with the renewal, please sign and return a copy of the attached agreement on or before April 30, 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

cc: Contract File

State of Georgia
County of Hall

Contract #46-001-1

Contract Renewal #1

Demand Services for Civil Engineering Services

March 30, 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 #46-001, Demand Services for Civil Engineering Services dated August 14, 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. 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.

Kimley-Horn and Associates Inc.

By: Jason R. Manners

Print Name: Jason R. Manners

Title: Vice President

Date: April 16 ,2026

Sworn to and subscribed before me this

16 Day of April, 2026

Notary Public:

Notary commission expires: June 09, 2029

ASHLEY TURNER
NOTARY PUBLIC
Coweta County
State of Georgia
My Comm. Expires 06/09/2029

HALL COUNTY, GEORGIA

By: _____

David Gibbs, Chairman

Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

April 13, 2026

TTL, Inc.
4256 Peachtree Rd. NE
Suite 140
Atlanta, GA 30341
Attn: Jennifer Harper
Jennifer.harper@ttlusa.com

RE: RFQ #46-001, Demand Services for Civil Engineering Services
Contract Fiscal Year: 2027 Renewal

Dear Jennifer,

Attached you will find Contract Renewal #1 extending your present contract for:

Category A - Transportation Improvement Design
Category C – Construction Management Services
Category D – Geotechnical Services

through June 30, 2027, as per the same terms and conditions of Bid #46-001.

If you agree with the renewal, please sign and return a copy of the attached agreement on or before April 30, 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

cc: Contract File

State of Georgia
County of Hall

Contract #46-001-1

Contract Renewal #1

Demand Services for Civil Engineering Services

March 31, 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 #46-001, Demand Services for Civil Engineering Services dated August 14, 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. 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.

TTL, INC.

By: _____

Print Name: H. Dean McClure

Title: CEO

Date: 4/13/2026

Sworn to and subscribed before me this

13th Day of April, 2026

Notary Public: _____

Notary commission expires: 9-24-2029

SESCILY SHIRLEY
Notary Public
Alabama State at Large

HALL COUNTY, GEORGIA

By: _____

David Gibbs, Chairman

Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

_____

Nathaniel R. Anderson,
Senior Assistant County Attorney

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

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 16, 2026

AtkinsRealis USA, Inc.
1600 RiverEdge Parkway NW
Suite 700
Atlanta, GA 30328
Attn: Brian Bolick
Brian.bolick@atkinsrealis.com

RE: RFQ/P #46-001, Demand Services for Civil Engineering Services Contract Fiscal Year: 2027 Renewal

Dear Brian,

Attached you will find Contract Renewal #1 extending your present contract for:

Category A – Transportation Improvement Design
Category B – Survey Services
Category C – Construction Management Services
Category D – Geotechnical Services
Category E – Subsurface Utility Engineering
Category F – Water Resources
Category H – Traffic Engineering Studies and Design

through June 30, 2027, as per the same terms and conditions of Bid #46-001.

If you agree with the renewal, please sign and return a copy of the attached agreement on or before April 30, 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

cc: Contract File

State of Georgia
County of Hall

Contract #46-001-1

Contract Renewal #1

Demand Services for Civil Engineering Services

March 30, 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 #46-001, Demand Services for Civil Engineering Services dated August 14, 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. 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.

AtkinsRealis USA, Inc.

By: _____

Print Name: R. Brian Bolick

Title: Vice President|Sr. Division Manager

Date: 4.16.2026

Sworn to and subscribed before me this

16th Day of April, 2026

Notary Public: _____

Notary commission expires: _____

OFFICIAL SEAL
NANCY ANN MCDUFF
Notary Public, Georgia
UNION COUNTY
My Commission Expires
March 9, 2028

HALL COUNTY, GEORGIA

By: _____

David Gibbs, Chairman

Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

_____

Nathaniel R. Anderson,
Senior Assistant County Attorney

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

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

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

March 31, 2026

KCI Technologies, Inc.
2160 Satellite Blvd.
Duluth, GA 30097
Attn: Kerrie Boyette
Kerrie.boyette@kci.com

RE: RFQ #46-001, Demand Services for Civil Engineering Services
Contract Fiscal Year: 2027 Renewal

Dear Kerrie,

Attached you will find Contract Renewal #1 extending your present contract for:

Category A – Transportation Improvement Design
Category B – Survey Services
Category C – Construction Management Services
Category E - Subsurface Utility Engineering
Category G – Plan Review
Category H – Traffic Engineering Studies and Design

through June 30, 2027, as per the same terms and conditions of Bid #46-001.

If you agree with the renewal, please sign and return a copy of the attached agreement on or before April 30, 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

cc: Contract File

State of Georgia
County of Hall

Contract #46-001-1

Contract Renewal #1

Demand Services for Civil Engineering Services

March 30, 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 #46-001, Demand Services for Civil Engineering Services dated August 14, 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. 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.

KCI TECHNOLOGIES, INC.

By: Kerrie Boyette

Print Name: Kerrie Boyette

Title: Vice President

Date: 03/31/2026

Sworn to and subscribed before me this

31st Day of March, 2026

Notary Public: Christina Perez Young

Notary commission expires: May 20, 2029



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
*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

March 31, 2026

Atlas Technical Consultants, LLC
2450 Commerce Ave.
Suite 100
Duluth, GA 30096
Attn: Todd Long
Todd.long@oneatlas.com

RE: RFQ/P #46-001, Demand Services for Civil Engineering Services
Contract Fiscal Year: 2027 Renewal

Dear Todd,

Attached you will find Contract Renewal #1 extending your present contract for:

Category B – Survey Services
Category C – Construction Management
Category D – Geotechnical Services
Category E – Subsurface Utility Engineering
Category G – Plan Review

through June 30, 2027, as per the same terms and conditions of Bid #46-001.

If you agree with the renewal, please sign and return a copy of the attached agreement on or before April 30, 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

cc: Contract File

State of Georgia
County of Hall

Contract #46-001-1

Contract Renewal #1

Demand Services for Civil Engineering Services

March 30, 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 #46-001, Demand Services for Civil Engineering Services dated August 14, 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. 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.

ATLAS TECHNICAL CONSULTANTS, LLC

By: Todd Long

Print Name: Todd I. Long, PE, PTOE

Title: South Atlantic Division Lead

Date: 3-31-26

Sworn to and subscribed before me this

31st Day of March, 2026

Notary Public: Deborah Moon

Notary commission expires: 8.15.2026

Deborah Moon
NOTARY PUBLIC
Gwinnett County
State of Georgia
My Comm. Expires 8/15/2026

HALL COUNTY, GEORGIA

By: _____

David Gibbs, Chairman

Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson
Senior Assistant County Attorney

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

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

March 31, 2026

CDM Smith, Inc.
2100 Riveredge Parkway
Suite 1250
Atlanta, GA 30328
Attn: Chuck Deeb
deebck@cdmsmith.com

RE: RFQ/P #46-001, Demand Services for Civil Engineering Services
Contract Fiscal Year: 2027 Renewal

Dear Chuck,

Attached you will find Contract Renewal #1 extending your present contract for:

Category A – Transportation Improvement Design
Category B – Survey Services
Category C – Construction Management
Category D – Geotechnical Services
Category E – Subsurface Utility Engineering
Category F – Traffic Engineering Studies and Design

through June 30, 2027, as per the same terms and conditions of Bid #46-001.

If you agree with the renewal, please sign and return a copy of the attached agreement on or before April 30, 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

cc: Contract File

State of Georgia
County of Hall

Contract #46-001-1

Contract Renewal #1

Demand Services for Civil Engineering Services

March 30,2026

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 #46-001, Demand Services for Civil Engineering Services dated August 14, 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. 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.

CDM SMITH, INC.

By: _____

Print Name: Charles K. Deeb

Title: Principal | Client Service Leader

Date: March 31, 2026

Sworn to and subscribed before me this

31st Day of March, 2026

Notary Public: _____

Notary commission expires: 5/24/26

JULIE ROBINSON
Notary Public
Cobb County, Georgia
My Commission Expires 05/24/2026

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 Government

FINANCIAL SERVICES
PURCHASING DIVISION

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

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

April 28, 2026

Thomas & Hutton Engineering Co.
5074 Bristol Industrial Way
Suite A
Duluth, GA 30518
Attn: Jimmy Garrison
Garrison.j@tandh.com

RE: RFQ #46-001, Demand Services for Civil Engineering Services
Contract Fiscal Year: 2027 Renewal

Dear Jimmy,

Attached you will find Contract Renewal #1 extending your present contract for:

Category A - Transportation Improvement Design
Category B – Survey Services
Category C – Construction Management Services

through June 30, 2027, as per the same terms and conditions of Bid #46-001.

If you agree with the renewal, please sign and return a copy of the attached agreement on or before April 30, 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

cc: Contract File

State of Georgia
County of Hall

Contract #46-001-1

Contract Renewal #1

Demand Services for Civil Engineering Services

March 31, 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 #46-001, Demand Services for Civil Engineering Services dated August 14, 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. 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.

THOMAS & HUTTON ENGINEERING CO.

By: Lisa B. Muzekari

Print Name: Lisa B. Muzekari, PE

Title: Vice President of Infrastructure

Date: April 28, 2026

Sworn to and subscribed before me this

28 Day of April, 2026

Notary Public: Natalie Laine Sitz

Notary commission expires: 12/9/2029

NATALIE LAINE SITZ
NOTARY PUBLIC
FORSYTH COUNTY, GEORGIA
MY COMMISSION EXPIRES DECEMBER 09, 2029

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
*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

April 28, 2026

Heath & Lineback
2390 Canton Rd.
Bldg. 200
Marietta, GA 30066
Attn: Allen Krivsky
akrivsky@heath-lineback.com

RE: RFQ #46-001, Demand Services for Civil Engineering Services
Contract Fiscal Year: 2027 Renewal

Dear Allen,

Attached you will find Contract Renewal #1 extending your present contract for:

Category A – Transportation Improvement Design
Category H – Traffic Engineering Studies and Design

through June 30, 2027, as per the same terms and conditions of Bid #46-001.

If you agree with the renewal, please sign and return a copy of the attached agreement on or before April 30, 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

cc: Contract File

State of Georgia
County of Hall

Contract #46-001-1

Contract Renewal #1

Demand Services for Civil Engineering Services

March 30, 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 #46-001, Demand Services for Civil Engineering Services dated August 14, 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. 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.

HEATH & LINEBACK

By: W. Allen Krivsky

Print Name: W. Allen Krivsky, P.E.

Title: Senior Vice President

Date: May 19, 2026

Sworn to and subscribed before me this

19TH Day of May, 2026

Notary Public: Courtney Townsend

Notary commission expires: October 22, 2029

COURTNEY TOWNSEND
Notary Public, Georgia
Dekalb County
My Commission Expires
October 22, 2029

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

A BCC COMPANY

Heath & Lineback

2390 CANTON ROAD ▪ BUILDING 200 ▪ MARIETTA, GEORGIA 30066-5393
hle@heath-lineback.com ▪ phone (770) 424-1668

March 10, 2026

REF: BCC Engineering, LLC d/b/a Heath & Lineback

To whom it may concern,

This Notice of Acquisition is being sent to you in connection with an acquisition (the "Acquisition") of Heath & Lineback Engineers, Inc. ("H&L") by BCC Engineering, LLC ("BCC"), a Florida limited liability company.

After the acquisition by BCC, H&L became a wholly-owned subsidiary of BCC. H&L continued to operate as a wholly owned subsidiary of BCC, contracting independently and maintaining all its existing management, staff, operations, and prequalification status. The parties with whom H&L had contracts continued using Heath & Lineback in all its handlings, including invoices.

On November 1, 2024, on of BCC Engineering, LLC d/b/a Heath & Lineback's ("BCC") parent entities, BCC Engineering Holding Corporation, merged with a subsidiary of Parsons Transportation Group Inc., an Illinois corporation ("Parsons"), with H&L's parent company becoming a wholly owned subsidiary of Parsons.

BCC's business operation will remain unchanged for the time being, including its personnel, management and all payment processes. BCC cherishes its relationship with its clients and prior to full integration with Parsons, which will occur within the next six (6) months, BCC will timely request the assignment/novation of all its client contracts so that a concerted action plan is delineates.

Parsons is a leading company in global infrastructure markets and will bring an expanded suite of services to all clients, including The City of Brookhaven).

If you have any questions or need additional information, please contact Allen Krivsky at akrivsky@heath-lineback.com.

Sincerely,

W. Allen Krivsky, PE, Senior Vice President
Enclosures

orm **W-9**
v. March 2024)
D partment of the Tr asury
Internal Revenue Service

Request for T xpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to th purpose of Form W-9, see *Purpose of Form*, below.

Print or type. *Specific Instructions* on pag 3

1 Name of entity/individual. An entry is required (For a sole proprietor or disregarded entity, enter th own r's name on lin 1, and enter the busin ss/disregarded entity's name on line 2.)

Parsons Transportation Group Inc

2 Business name/disregarded entity nam , if different from above.

3a Check the appropriate box for federal tax classification of the ntity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disr gard d entity. A disregard d entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from Foreign Account Tax Compliance Act (ATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, own rs, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suit no.). See instructions.

PO Box 88960

R quester's name and address (optional)

6 City, state, and ZIP code

Chicago, IL 60695-1960

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is g nerally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded ntity, se the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one nam , see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

3	6	–	0	9	8	2	2	7	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my corr ct taxpay r identification number (or I am waiting for a numb r to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not r quir d to sign the c rtification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person *Sherri Craveling* Date 1/6/2025

General Instructions

Section references are to the Internal Revenu Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as l gislation nacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded ntity completes this line. An LLC that is a disregarded entity should check th appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to compl te this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be r quir d to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity orm W-9 requester) who is required to file an information return with the I S is giving you this form because they

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

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

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

May 11, 2026

Croy Engineering, LLC
200 Cobb Parkway N
Building 400 Suite 413
Marietta, GA 30062
Attn: Gregory Teague
gteague@croyeng.com

RE: RFQ/P #46-001, Demand Services for Civil Engineering Services
Contract Fiscal Year: 2027 Renewal

Dear Gregory,

Attached you will find Contract Renewal #1 extending your present contract for:

Category A – Transportation Improvement Design
Category B – Survey Services
Category C – Construction Management
Category E – Subsurface Utility Engineering
Category H – Traffic Engineering Studies and Design

through June 30, 2027, as per the same terms and conditions of Bid #46-001.

If you agree with the renewal, please sign and return a copy of the attached agreement on or before April 30, 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

dc: Contract File

State of Georgia
County of Hall

Contract #46-001-1

Contract Renewal #1

Demand Services for Civil Engineering Services

March 30, 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 #46-001, Demand Services for Civil Engineering Services dated August 14, 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. 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.

CROY ENGINEERING, LLC

By: _____

Print Name: Gregory D. Teague

Title: CEO

Date: 4/29/2026

Sworn to and subscribed before me this

29 Day of April, 2026

Notary Public: Misty Gilbert

Notary commission expires: _____

MISTY GILBERT NOTARY PUBLIC BARTOW COUNTY GEORGIA EXPIRES FEBRUARY 18,2029

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

AGENDA ITEM

Public Works and Utilities

REPORT TO: **Work Session (06/22/26)**

REPORT TO: **Voting Meeting (06/25/26)**

ITEM NO: 317/2026

SUBJECT: Approve the annual contract renewal for RFQ #46-001 Demand Services for Civil Engineering Services, Category G, Plan Review for Public Works & Utilities to:

- Civil Engineering Consultants, Inc. of Marietta, GA
- Kimley-Horn and Associates, Inc. of Atlanta, GA
- Bureau Veritas North America, Inc. of Braselton, GA
- Raymond Global, Inc. of Conyers, GA
- KCI Technologies, Inc. of Duluth, GA
- Atlas Technical Consultants LLC of Duluth, GA
- Columbia Engineering and Services, Inc. of Duluth, GA

The estimated annual cost to exceed $150,000.00.

Meetings:

Work Session Date: 06/22/26 **Voting Meeting Date:** 06/25/26

Executive Summary:

Presenter: JG

Recommendation:
Approve.

Purpose of Request:

History:

Approve the annual contract renewal for RFQ #46-001 Demand Services for Civil Engineering Services, Category G, Plan Review for Public Works & Utilities to:

- Civil Engineering Consultants, Inc. of Marietta, GA
- Kimley-Horn and Associates, Inc. of Atlanta, GA
- Bureau Veritas North America, Inc. of Braselton, GA
- Raymond Global, Inc. of Conyers, GA
- KCI Technologies, Inc. of Duluth, GA
- Atlas Technical Consultants LLC of Duluth, GA
- Columbia Engineering and Services, Inc. of Duluth, GA

The estimated annual cost to exceed $150,000.00.

Hall County has implemented the use of Demand Service pools of professional and qualified on-call contractors for various services, including this pool for civil engineering contractors. All vendors have been through an evaluation process and were selected by the Public Works and Utilities Department for upcoming Hall County Projects. Competitive pricing will be solicited from the vendor pool for individual projects via the issuance of Task Orders.

Facts and Issues:

This is yeat two (2) of a possible five (5) year contract.

Competitive pricing will be solicited from the vendor pool for individual projects via the issuance of Task Orders.

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	Submit	Approve	Purchasing
JD	WS	BC	AY
Budget	**Finance**	**Attorney**	**Administration**
JM	TS	JL	CR
Clerk			
JR			

Attachments:

Financial Supplement
Signature Requisition Authorization
Renewal Contract - Civil Engineering Consultants
Renewal Contract - Kimley-Horn
Renewal Contract - Bureau Veritas
Renewal Contract - Raymond Global
Renewal Contract - KCI Technologies
Renewal Contract - Atlas Technical
Renewal Contract - Columbia Engineering

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 317/2026

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	521000-PROFESSIONAL SERVICES	$150,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: BC

Phone: 770-531-6800

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Penick

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

CONTRACT EXECUTION SIGNATURE REQUEST

Date: May 19, 2026

To: David Gibbs, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 46-001-1

Bid/Contract Name: Demand Services for Civil Engineering Services – Category G – Plan Review

Department(s) Requesting Contract: Public Works & Utilities

Award Recipient Name: Civil Engineering Consultants, Inc. of Marietta, GA, Kimley-Horn and Associates, Inc. of Atlanta, GA, Bureau Veritas North America, Inc. of Braselton, GA, Raymond Global, Inc. of Conyers, GA, KCI Technologies, Inc. of Duluth, GA, Atlas Consultants LLC of Duluth, GA, and Columbia Engineering and Services, Inc. of Duluth, GA.

Contract Description:

☒ Annual Contract ☐ New ☒ Renewal

FY 2026 Projected Spend: $34,000

☐ Price Increase Requested Increase Percentage: 0%

☒ Project/Service Contract FY 2027 Estimated Amount: $150,000

☐ Product Contract Estimated Amount: $0

Comment:

Year two (2) of a possible five (5) year contract.

Hall County has implemented the use of Demand Service pools of qualified on-call contractors for various services as needed by the County. Category G – Plan Review, Demand Services for Civil Engineering Services, is only one category of the whole proposal. Competitive pricing will be solicited from the vendor pool for individual projects via the issuance of Task Orders. 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: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

April 28, 2026

Civil Engineering Consultants, Inc.
4994 Lower Roswell Rd.
Suite 34
Marietta, GA 30068
Attn: Andrew Lovejoy
andy@cec.enginering

RE: RFQ/P #46-001, Demand Services for Civil Engineering Services
Contract Fiscal Year: 2027 Renewal

Dear Andy,

Attached you will find Contract Renewal #1 extending your present contract for:

Category F - Water Resources
Category G – Plan Review

through June 30, 2027, as per the same terms and conditions of Bid #46-001.

If you agree with the renewal, please sign and return a copy of the attached agreement on or before April 30, 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

cc: Contract File

State of Georgia
County of Hall

Contract #46-001-1

Contract Renewal #1

Demand Services for Civil Engineering Services

March 30, 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 #46-001, Demand Services for Civil Engineering Services dated August 14, 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. 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.

Civil Engineering Consultants, Inc.

By: _____

Print Name: Andrew E. Lovejoy

Title: President

Date: 04/28/2026

Sworn to and subscribed before me this

28th Day of April, 2026

Notary Public: _____

Notary commission expires: August 5, 2028

CHERITH R. REYNOLDS
NOTARY PUBLIC
COBB COUNTY, GEORGIA
MY COMMISSION EXPIRES
AUG 5 2028

HALL COUNTY, GEORGIA

By: _____

David Gibbs, Chairman

Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

_____
Nathaniel R. Anderson,
Senior Assistant County Attorney

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

April 16, 2026

Kimley-Horn and Associates, Inc.
1200 Peachtree Street NE
Suite 800
Atlanta, GA 30309
Attn: Clark Kennedy
Clark.kennedy@kimley-horn.com

RE: RFQ #46-001, Demand Services for Civil Engineering Services
Contract Fiscal Year: 2027 Renewal

Dear Clark,

Attached you will find Contract Renewal #1 extending your present contract for:

Category A – Transportation Improvement Design
Category C – Construction Management
Category G – Plan Review
Category H – Traffic Engineering Studies and Design

through June 30, 2027, as per the same terms and conditions of Bid #46-001.

If you agree with the renewal, please sign and return a copy of the attached agreement on or before April 30, 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

cc: Contract File

State of Georgia
County of Hall

Contract #46-001-1

Contract Renewal #1

Demand Services for Civil Engineering Services

March 30, 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 #46-001, Demand Services for Civil Engineering Services dated August 14, 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. 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.

Kimley-Horn and Associates Inc.

By: Jason R. Manners

Print Name: Jason R. Manners

Title: Vice President

Date: April 16 ,2026

Sworn to and subscribed before me this

16 Day of April, 2026

Notary Public:

Notary commission expires: June 09, 2029

ASHLEY TURNER
NOTARY PUBLIC
Coweta County
State of Georgia
My Comm. Expires 06/09/2029

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
*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

March 31, 2026

Bureau Veritas North America, Inc.
6342 Grand Hickory Dr.
Suite 205
Braselton, GA 30517
Attn: Van Tran
Hal.chitwood@bureauveritas.com

RE: RFQ/P #46-001, Demand Services for Civil Engineering Services
Contract Fiscal Year: 2027 Renewal

Dear Hal,

Attached you will find Contract Renewal #1 extending your present contract for Category G – Plan Review through June 30, 2027, as per the same terms and conditions of Bid #46-001.

If you agree with the renewal, please sign and return a copy of the attached agreement on or before April 30, 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

cc: Contract File

State of Georgia
County of Hall

Contract #46-001-1

Contract Renewal #1

Demand Services for Civil Engineering Services

March 30, 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 #46-001, Demand Services for Civil Engineering Services dated August 14, 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. 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.

BUREAU VERITAS NORTH AMERICA, INC.

By: _____

Print Name: Hal Chitwood, CBO

Title: Business Unit Manager

Date: March 31, 2026

Sworn to and subscribed before me this

31st Day of March, 2026

Notary Public: _____

Notary commission expires: 9/23/2028

YVONNE GREENWAY
My Commission Expires
NOTARY
PUBLIC
September 23, 2028
BARROW 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
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

April 28, 2026

Raymond Global, Inc.
1035 Green St. SE
Suite A
Conyers, GA 30012
Attn: Clay Reichert
Clay.reichert@raymond.global

RE: RFQ #46-001, Demand Services for Civil Engineering Services
Contract Fiscal Year: 2027 Renewal

Dear Clay,

Attached you will find Contract Renewal #1 extending your present contract for Category G – Plan Review through June 30, 2027, as per the same terms and conditions of Bid #46-001.

If you agree with the renewal, please sign and return a copy of the attached agreement on or before April 30, 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

cc: Contract File

State of Georgia
County of Hall

Contract #46-001-1

Contract Renewal #1

Demand Services for Civil Engineering Services

March 31, 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 #46-001, Demand Services for Civil Engineering Services dated August 14, 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. 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.

RAYMOND GLOBAL, INC.

By: _____

Print Name: Michael Ramos

Title: President

Date: 5/5/2026

Sworn to and subscribed before me this

5th Day of May, 2026

Notary Public: Kim Johnson

Notary commission expires: November 27, 2029

OFFICIAL SEAL
KIM JOHNSON
NOTARY PUBLIC-GEORGIA
ROCKDALE COUNTY
My Comm. Expires November 27, 2029

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
*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

March 31, 2026

KCI Technologies, Inc.
2160 Satellite Blvd.
Duluth, GA 30097
Attn: Kerrie Boyette
Kerrie.boyette@kci.com

RE: RFQ #46-001, Demand Services for Civil Engineering Services
Contract Fiscal Year: 2027 Renewal

Dear Kerrie,

Attached you will find Contract Renewal #1 extending your present contract for:

Category A – Transportation Improvement Design
Category B – Survey Services
Category C – Construction Management Services
Category E - Subsurface Utility Engineering
Category G – Plan Review
Category H – Traffic Engineering Studies and Design

through June 30, 2027, as per the same terms and conditions of Bid #46-001.

If you agree with the renewal, please sign and return a copy of the attached agreement on or before April 30, 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

cc: Contract File

State of Georgia
County of Hall

Contract #46-001-1

Contract Renewal #1

Demand Services for Civil Engineering Services

March 30, 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 #46-001, Demand Services for Civil Engineering Services dated August 14, 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. 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.

KCI TECHNOLOGIES, INC.

By: Kerrie Boyette

Print Name: Kerrie Boyette

Title: Vice President

Date: 03/31/2026

Sworn to and subscribed before me this

31st Day of March, 2026

Notary Public: Christina Perez Young

Notary commission expires: May 20, 2029



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
*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

March 31, 2026

Atlas Technical Consultants, LLC
2450 Commerce Ave.
Suite 100
Duluth, GA 30096
Attn: Todd Long
Todd.long@oneatlas.com

RE: RFQ/P #46-001, Demand Services for Civil Engineering Services
Contract Fiscal Year: 2027 Renewal

Dear Todd,

Attached you will find Contract Renewal #1 extending your present contract for:

Category B – Survey Services
Category C – Construction Management
Category D – Geotechnical Services
Category E – Subsurface Utility Engineering
Category G – Plan Review

through June 30, 2027, as per the same terms and conditions of Bid #46-001.

If you agree with the renewal, please sign and return a copy of the attached agreement on or before April 30, 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

cc: Contract File

State of Georgia
County of Hall

Contract #46-001-1

Contract Renewal #1

Demand Services for Civil Engineering Services

March 30, 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 #46-001, Demand Services for Civil Engineering Services dated August 14, 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. 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.

ATLAS TECHNICAL CONSULTANTS, LLC

By: Todd Long

Print Name: Todd I. Long, PE, PTOE

Title: South Atlantic Division Lead

Date: 3-31-26

Sworn to and subscribed before me this

31st Day of March, 2026

Notary Public: Deborah Moon

Notary commission expires: 8.15.2026

Deborah Moon
NOTARY PUBLIC
Gwinnett County
State of Georgia
My Comm. Expires 8/15/2026

HALL COUNTY, GEORGIA

By: _____

David Gibbs, Chairman

Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson
Senior Assistant County Attorney

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

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

March 30, 2026

Columbia Engineering and Services, Inc.
2862 Buford Hwy.
Suite 200
Duluth, GA 30096
Attn: Paul Cook
pcook@columbia-engineering.com

RE: RFQ/P #46-001, Demand Services for Civil Engineering Services
Contract Fiscal Year: 2027 Renewal

Dear Paul,

Attached you will find Contract Renewal #1 extending your present contract for:

Category A – Transportation Improvement Design
Category B – Survey Services
Category E – Subsurface Utility Engineering
Category G – Plan Review
Category H – Traffic Engineering Studies and Design

through June 30, 2027, as per the same terms and conditions of Bid #46-001.

If you agree with the renewal, please sign and return a copy of the attached agreement on or before April 30, 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

cc: Contract File

State of Georgia
County of Hall

Contract #46-001-1

Contract Renewal #1

Demand Services for Civil Engineering Services

March 30, 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 #46-001, Demand Services for Civil Engineering Services dated August 14, 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. 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.

Columbia Engineering and Services, Inc.

By: _____

Print Name: Paul D. Cook

Title: President

Date: 3/30/26

Sworn to and subscribed before me this

30th Day of March, 2026

Notary Public: Tracy Waldron

Notary commission expires: 7/25/27

TRACY WALDRON NOTARY PUBLIC FORSYTH COUNTY GEORGIA EXPIRES 07-25-2027

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

AGENDA ITEM

Public Works and Utilities

REPORT TO: **Work Session (06/22/26)**

REPORT TO: **Voting Meeting (06/25/26)**

ITEM NO: 318/2026

SUBJECT: Approve the annual contract renewal for RFQ #46-001 Demand Services for Civil Engineering Services, Category H, Traffic Engineering Studies and Design for Public Works & Utilities to:

- Kimley-Horn and Associates, Inc. of Atlanta, GA
- CDM Smith Inc. of Atlanta, GA
- Moffatt & Nichol of Atlanta, GA
- Croy Engineering, LLC of Marietta, GA
- Columbia Engineering and Services, Inc. of Duluth, GA
- KCI Technologies, Inc. of Duluth, GA
- Keck & Wood, Inc. of Duluth, GA
- Michael Baker International, Inc. of Peachtree Corners, GA
- AtkinsRealis USA Inc. of Atlanta, GA
- Heath & Lineback of Marietta, GA

The estimated annual cost to exceed $75,000.00.

Meetings:

Work Session Date: 06/22/26 **Voting Meeting Date:** 06/25/26

Executive Summary:

Presenter: JG

Recommendation:
Approve.

Purpose of Request:

History:

Approve the annual contract renewal for RFQ #46-001 Demand Services for Civil Engineering Services, Category H, Traffic Engineering Studies and Design for Public Works & Utilities to:

- Kimley-Horn and Associates, Inc. of Atlanta, GA
- CDM Smith Inc. of Atlanta, GA
- Moffatt & Nichol of Atlanta, GA
- Croy Engineering, LLC of Marietta, GA
- Columbia Engineering and Services, Inc. of Duluth, GA
- KCI Technologies, Inc. of Duluth, GA
- Keck & Wood, Inc. of Duluth, GA
- Michael Baker International, Inc. of Peachtree Corners, GA
- AtkinsRealis USA Inc. of Atlanta, GA
- Heath & Lineback of Marietta, GA

The estimated annual cost to exceed $75,000.00.

Hall County has implemented the use of Demand Service pools of professional and qualified on-call contractors for various services, including this pool for civil engineering contractors. All of these vendors have been through an evaluation process and were selected by the Public Works and Utilities Department for upcoming Hall County Projects.

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

Competitive pricing will be solicited from the vendor pool for individual projects via the issuance of Task Orders.

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	Submit	Approve	Purchasing
JD	WS	BC	AY
Budget	**Finance**	**Attorney**	**Administration**
JM	TS	JL	CR
Clerk			
JR			

Attachments:
Financial Supplement
Signature Requisition Authorization
Renewal Contract - Kimley-Horn
Renewal Contract - CDM Smith
Renewal Contract - Moffatt & Nichol
Renewal Contract - Croy Engineering
Renewal Contract - Columbia Engineering
Renewal Contract - KCI Technologies
Renewal Contract - Keck & Wood
Renewal Contract - Michael Baker
Renewal Contract - AtkinsRealis
Renewal Contract - Heath & Lineback

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 318/2026

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	521000-PROFESSIONAL SERVICES	$75,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: BC

Phone: 770-531-6800

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Penick

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

CONTRACT EXECUTION SIGNATURE REQUEST

Date: May 20, 2026

To: David Gibbs, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 46-001-1

Bid/Contract Name: Demand Services for Civil Engineering Services – Category H – Traffic Engineering Studies and Design

Department(s) Requesting Contract: Public Works & Utilities

Award Recipient Name: Kimley-Horn and Associates, Inc. of Atlanta, GA; CDM Smith, Inc of Atlanta, GA; Moffat & Nicol of Atlanta, GA; Croy Engineering, LLC of Marieta, GA; Columbia Engineering and Services, Inc. of Duluth, GA; KCI Technologies, Inc. of Duluth, GA; Keck & Wood, Inc. of Duluth, GA; Michael Baker International, Inc. of Peachtree Corners, GA; AtkinsRealis USA, Inc. of Atlanta, GA; and Parsons Transportation Group, Inc. of Chicago Il. Successor by merger to Heath & Lineback of Marieta, GA.

Contract Description:

☒ Annual Contract ☐ New ☒ Renewal

FY 2026 Projected Spend: $0

☐ Price Increase Requested Increase Percentage: 0%

☒ Project/Service Contract FY 2027 Estimated Amount: $75,000

☐ Product Contract Estimated Amount: $0

Comment:

Year two (2) of a possible five (5) year contract.

Hall County has implemented the use of Demand Service pools of qualified on-call contractors for various services as needed by the County. Category H – Traffic Engineering Studies and Design, Demand Services for Civil Engineering Services, is only one category of the whole proposal.

Competitive pricing will be solicited from the vendor pool for individual projects via the issuance of Task Orders.
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: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

April 16, 2026

Kimley-Horn and Associates, Inc.
1200 Peachtree Street NE
Suite 800
Atlanta, GA 30309
Attn: Clark Kennedy
Clark.kennedy@kimley-horn.com

RE: RFQ #46-001, Demand Services for Civil Engineering Services
Contract Fiscal Year: 2027 Renewal

Dear Clark,

Attached you will find Contract Renewal #1 extending your present contract for:

Category A – Transportation Improvement Design
Category C – Construction Management
Category G – Plan Review
Category H – Traffic Engineering Studies and Design

through June 30, 2027, as per the same terms and conditions of Bid #46-001.

If you agree with the renewal, please sign and return a copy of the attached agreement on or before April 30, 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

cc: Contract File

State of Georgia
County of Hall

Contract #46-001-1

Contract Renewal #1

Demand Services for Civil Engineering Services

March 30, 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 #46-001, Demand Services for Civil Engineering Services dated August 14, 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. 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.

Kimley-Horn and Associates Inc.

By: Jason R. Manners

Print Name: Jason R. Manners

Title: Vice President

Date: April 16 ,2026

Sworn to and subscribed before me this

16 Day of April, 2026

Notary Public:

Notary commission expires: June 09, 2029

ASHLEY TURNER
NOTARY PUBLIC
Coweta County
State of Georgia
My Comm. Expires 06/09/2029

HALL COUNTY, GEORGIA

By: _____

David Gibbs, Chairman

Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

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

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

March 31, 2026

CDM Smith, Inc.
2100 Riveredge Parkway
Suite 1250
Atlanta, GA 30328
Attn: Chuck Deeb
deebck@cdmsmith.com

RE: RFQ/P #46-001, Demand Services for Civil Engineering Services
Contract Fiscal Year: 2027 Renewal

Dear Chuck,

Attached you will find Contract Renewal #1 extending your present contract for:

Category A – Transportation Improvement Design
Category B – Survey Services
Category C – Construction Management
Category D – Geotechnical Services
Category E – Subsurface Utility Engineering
Category F – Traffic Engineering Studies and Design

through June 30, 2027, as per the same terms and conditions of Bid #46-001.

If you agree with the renewal, please sign and return a copy of the attached agreement on or before April 30, 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

cc: Contract File

State of Georgia
County of Hall

Contract #46-001-1

Contract Renewal #1

Demand Services for Civil Engineering Services

March 30,2026

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 #46-001, Demand Services for Civil Engineering Services dated August 14, 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. 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.

CDM SMITH, INC.

By: _____

Print Name: Charles K. Deeb

Title: Principal | Client Service Leader

Date: March 31, 2026

Sworn to and subscribed before me this

31st Day of March, 2026

Notary Public: _____

Notary commission expires: 5/24/26

JULIE ROBINSON
Notary Public
Cobb County, Georgia
My Commission Expires 05/24/2026

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 Government

FINANCIAL SERVICES
PURCHASING DIVISION

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

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

April 28, 2026

Moffatt & Nichol
1201 Peachtree St. NE
Suite 1106
Atlanta, GA 30361
Attn: Ron Osterloh
rosterloh@moffattnichol.com

RE: RFQ #46-001, Demand Services for Civil Engineering Services
Contract Fiscal Year: 2027 Renewal

Dear Albert,

Attached you will find Contract Renewal #1 extending your present contract for:

Category A – Transportation Improvement Design
Category H – Traffic Engineering Studies and Design

through June 30, 2027, as per the same terms and conditions of Bid #46-001.

If you agree with the renewal, please sign and return a copy of the attached agreement on or before April 30, 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

cc: Contract File

State of Georgia
County of Hall

Contract #46-001-1

Contract Renewal #1

Demand Services for Civil Engineering Services

March 30, 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 #46-001, Demand Services for Civil Engineering Services dated August 14, 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. 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.

MOFFATT & NICHOL

By: Ronald W Osterloh

Print Name: Ronald W Osterloh

Title: Vice President

Date: 4/28/26

Sworn to and subscribed before me this
28th Day of April, 2026

Notary Public: Tara J Olsen

Notary commission expires: 01/20/2030

TARA J OLSEN
Notary Public - State of Georgia
Effingham County
My Commission Expires Jan 20, 2030

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
*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

May 11, 2026

Croy Engineering, LLC
200 Cobb Parkway N
Building 400 Suite 413
Marietta, GA 30062
Attn: Gregory Teague
gteague@croyeng.com

RE: RFQ/P #46-001, Demand Services for Civil Engineering Services
Contract Fiscal Year: 2027 Renewal

Dear Gregory,

Attached you will find Contract Renewal #1 extending your present contract for:

Category A – Transportation Improvement Design
Category B – Survey Services
Category C – Construction Management
Category E – Subsurface Utility Engineering
Category H – Traffic Engineering Studies and Design

through June 30, 2027, as per the same terms and conditions of Bid #46-001.

If you agree with the renewal, please sign and return a copy of the attached agreement on or before April 30, 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

dc: Contract File

State of Georgia
County of Hall

Contract #46-001-1

Contract Renewal #1

Demand Services for Civil Engineering Services

March 30, 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 #46-001, Demand Services for Civil Engineering Services dated August 14, 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. 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.

CROY ENGINEERING, LLC

By: _____

Print Name: Gregory D. Teague

Title: CEO

Date: 4/29/2026

Sworn to and subscribed before me this

29 Day of April, 2026

Notary Public: Misty Gilbert

Notary commission expires: _____

MISTY GILBERT NOTARY PUBLIC BARTOW COUNTY GEORGIA EXPIRES FEBRUARY 18,2029

HALL COUNTY, GEORGIA

By: _____

David Gibbs, Chairman

Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

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

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

March 30, 2026

Columbia Engineering and Services, Inc.
2862 Buford Hwy.
Suite 200
Duluth, GA 30096
Attn: Paul Cook
pcook@columbia-engineering.com

RE: RFQ/P #46-001, Demand Services for Civil Engineering Services
Contract Fiscal Year: 2027 Renewal

Dear Paul,

Attached you will find Contract Renewal #1 extending your present contract for:

Category A – Transportation Improvement Design
Category B – Survey Services
Category E – Subsurface Utility Engineering
Category G – Plan Review
Category H – Traffic Engineering Studies and Design

through June 30, 2027, as per the same terms and conditions of Bid #46-001.

If you agree with the renewal, please sign and return a copy of the attached agreement on or before April 30, 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

cc: Contract File

State of Georgia
County of Hall

Contract #46-001-1

Contract Renewal #1

Demand Services for Civil Engineering Services

March 30, 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 #46-001, Demand Services for Civil Engineering Services dated August 14, 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. 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.

Columbia Engineering and Services, Inc.

By: _____

Print Name: Paul D. Cook

Title: President

Date: 3/30/26

Sworn to and subscribed before me this

30th Day of March, 2026

Notary Public: Tracy Waldron

Notary commission expires: 7/25/27

TRACY WALDRON NOTARY PUBLIC FORSYTH COUNTY GEORGIA EXPIRES 07-25-2027

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
*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

March 31, 2026

KCI Technologies, Inc.
2160 Satellite Blvd.
Duluth, GA 30097
Attn: Kerrie Boyette
Kerrie.boyette@kci.com

RE: RFQ #46-001, Demand Services for Civil Engineering Services
Contract Fiscal Year: 2027 Renewal

Dear Kerrie,

Attached you will find Contract Renewal #1 extending your present contract for:

Category A – Transportation Improvement Design
Category B – Survey Services
Category C – Construction Management Services
Category E - Subsurface Utility Engineering
Category G – Plan Review
Category H – Traffic Engineering Studies and Design

through June 30, 2027, as per the same terms and conditions of Bid #46-001.

If you agree with the renewal, please sign and return a copy of the attached agreement on or before April 30, 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

cc: Contract File

State of Georgia
County of Hall

Contract #46-001-1

Contract Renewal #1

Demand Services for Civil Engineering Services

March 30, 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 #46-001, Demand Services for Civil Engineering Services dated August 14, 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. 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.

KCI TECHNOLOGIES, INC.

By: Kerrie Boyette

Print Name: Kerrie Boyette

Title: Vice President

Date: 03/31/2026

Sworn to and subscribed before me this

31st Day of March, 2026

Notary Public: Christina Perez Young

Notary commission expires: May 20, 2029



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
*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

March 30, 2026

Keck & Wood, Inc.
3090 Premiere Parkway
Suite 200
Duluth, GA 30097
Attn: Daniel Sabia
Dsabia@keckwood.com

RE: RFQ #46-001, Demand Services for Civil Engineering Services
Contract Fiscal Year: 2027 Renewal

Dear Daniel,

Attached you will find Contract Renewal #1 extending your present contract for:

Category A – Transportation Improvement Design
Category F – Water Resources
Category H- Traffic Engineering Studies and Design

through June 30, 2027, as per the same terms and conditions of Bid #46-001.

If you agree with the renewal, please sign and return a copy of the attached agreement on or before April 30, 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

cc: Contract File

State of Georgia
County of Hall

Contract #46-001-1

Contract Renewal #1

Demand Services for Civil Engineering Services

March 30, 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 #46-001, Demand Services for Civil Engineering Services dated August 14, 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. 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.

KECK & WOOD, INC.

By: _____

Print Name: Daniel R. Subia, III

Title: Vice President

Date: May 4, 2026

HALL COUNTY, GEORGIA

By: _____

David Gibbs, Chairman

Board of Commissioners

Date: _____

Sworn to and subscribed before me this

4th Day of May, 2026

Notary Public: _____

Notary commission expires: 08/01/2029

ERIN JONES NOTARY PUBLIC GWINNETT COUNTY, GEORGIA MY COMMISSION EXPIRES AUGUST 01, 2029

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

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

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

April 2, 2026

Michael Baker International, Inc.
3930 East Jones Bridge Rd.
Suite 220
Peachtree Corners, GA 30092
Attn: Albert Bowman
abowman@mbakerintl.com

RE: RFQ #46-001, Demand Services for Civil Engineering Services Contract
Fiscal Year: 2027 Renewal

Dear Albert,

Attached you will find Contract Renewal #1 extending your present contract for Category H – Traffic Engineering Studies and Design through June 30, 2027, as per the same terms and conditions of Bid #46-001.

If you agree with the renewal, please sign and return a copy of the attached agreement on or before April 30, 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

cc: Contract File

State of Georgia
County of Hall

Contract #46-001-1

Contract Renewal #1

Demand Services for Civil Engineering Services

March 30, 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 #46-001, Demand Services for Civil Engineering Services dated August 14, 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. 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.

Michael Baker International, Inc.

By: Albert W. Bowman

Print Name: Albert Bowman, PE, SE

Title: Office Executive

Date: 4/2/2026

Sworn to and subscribed before me this

2nd Day of April, 2026

Notary Public: LSchechtel

Notary commission expires: 04/26/2027

L. SCHECHTEL
NOTARY PUBLIC
My Commission Expires
04/26/2027
GWINNETT 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
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

April 16, 2026

AtkinsRealis USA, Inc.
1600 RiverEdge Parkway NW
Suite 700
Atlanta, GA 30328
Attn: Brian Bolick
Brian.bolick@atkinsrealis.com

RE: RFQ/P #46-001, Demand Services for Civil Engineering Services Contract Fiscal Year: 2027 Renewal

Dear Brian,

Attached you will find Contract Renewal #1 extending your present contract for:

Category A – Transportation Improvement Design
Category B – Survey Services
Category C – Construction Management Services
Category D – Geotechnical Services
Category E – Subsurface Utility Engineering
Category F – Water Resources
Category H – Traffic Engineering Studies and Design

through June 30, 2027, as per the same terms and conditions of Bid #46-001.

If you agree with the renewal, please sign and return a copy of the attached agreement on or before April 30, 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

cc: Contract File

State of Georgia
County of Hall

Contract #46-001-1

Contract Renewal #1

Demand Services for Civil Engineering Services

March 30, 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 #46-001, Demand Services for Civil Engineering Services dated August 14, 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. 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.

AtkinsRealis USA, Inc.

By: _____

Print Name: R. Brian Bolick

Title: Vice President|Sr. Division Manager

Date: 4.16.2026

Sworn to and subscribed before me this

16th Day of April, 2026

Notary Public: _____

Notary commission expires: _____

OFFICIAL SEAL
NANCY ANN MCDUFF
Notary Public, Georgia
UNION COUNTY
My Commission Expires
March 9, 2028

HALL COUNTY, GEORGIA

By: _____

David Gibbs, Chairman

Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

_____

Nathaniel R. Anderson,
Senior Assistant County Attorney

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

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

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

April 28, 2026

Heath & Lineback
2390 Canton Rd.
Bldg. 200
Marietta, GA 30066
Attn: Allen Krivsky
akrivsky@heath-lineback.com

RE: RFQ #46-001, Demand Services for Civil Engineering Services
Contract Fiscal Year: 2027 Renewal

Dear Allen,

Attached you will find Contract Renewal #1 extending your present contract for:

Category A – Transportation Improvement Design
Category H – Traffic Engineering Studies and Design

through June 30, 2027, as per the same terms and conditions of Bid #46-001.

If you agree with the renewal, please sign and return a copy of the attached agreement on or before April 30, 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

cc: Contract File

State of Georgia
County of Hall

Contract #46-001-1

Contract Renewal #1

Demand Services for Civil Engineering Services

March 30, 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 #46-001, Demand Services for Civil Engineering Services dated August 14, 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. 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.

HEATH & LINEBACK

By: W. Allen Krivsky

Print Name: W. Allen Krivsky, P.E.

Title: Senior Vice President

Date: May 19, 2026

Sworn to and subscribed before me this

19TH Day of May, 2026

Notary Public: Courtney Townsend

Notary commission expires: October 22, 2029

COURTNEY TOWNSEND
Notary Public, Georgia
Dekalb County
My Commission Expires
October 22, 2029

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

A BCC COMPANY

Heath & Lineback

2390 CANTON ROAD ▪ BUILDING 200 ▪ MARIETTA, GEORGIA 30066-5393
hle@heath-lineback.com ▪ phone (770) 424-1668

March 10, 2026

REF: BCC Engineering, LLC d/b/a Heath & Lineback

To whom it may concern,

This Notice of Acquisition is being sent to you in connection with an acquisition (the "Acquisition") of Heath & Lineback Engineers, Inc. ("H&L") by BCC Engineering, LLC ("BCC"), a Florida limited liability company.

After the acquisition by BCC, H&L became a wholly-owned subsidiary of BCC. H&L continued to operate as a wholly owned subsidiary of BCC, contracting independently and maintaining all its existing management, staff, operations, and prequalification status. The parties with whom H&L had contracts continued using Heath & Lineback in all its handlings, including invoices.

On November 1, 2024, on of BCC Engineering, LLC d/b/a Heath & Lineback's ("BCC") parent entities, BCC Engineering Holding Corporation, merged with a subsidiary of Parsons Transportation Group Inc., an Illinois corporation ("Parsons"), with H&L's parent company becoming a wholly owned subsidiary of Parsons.

BCC's business operation will remain unchanged for the time being, including its personnel, management and all payment processes. BCC cherishes its relationship with its clients and prior to full integration with Parsons, which will occur within the next six (6) months, BCC will timely request the assignment/novation of all its client contracts so that a concerted action plan is delineates.

Parsons is a leading company in global infrastructure markets and will bring an expanded suite of services to all clients, including The City of Brookhaven).

If you have any questions or need additional information, please contact Allen Krivsky at akrivsky@heath-lineback.com.

Sincerely,

W. Allen Krivsky, PE, Senior Vice President
Enclosures

orm **W-9**
v. March 2024)
D partment of the Tr asury
Internal Revenue Service

Request for T xpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to th purpose of Form W-9, see *Purpose of Form*, below.

Print or type. *Specific Instructions* on pag 3

1 Name of entity/individual. An entry is required (For a sole proprietor or disregarded entity, enter th own r's name on lin 1, and enter the busin ss/disregarded entity's name on line 2.)

Parsons Transportation Group Inc

2 Business name/disregarded entity nam , if different from above.

3a Check the appropriate box for federal tax classification of the ntity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disr gard d entity. A disregard d entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from Foreign Account Tax Compliance Act (ATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, own rs, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suit no.). See instructions.

PO Box 88960

R quester's name and address (optional)

6 City, state, and ZIP code

Chicago, IL 60695-1960

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is g nerally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded ntity, se the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one nam , see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

3	6	–	0	9	8	2	2	7	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my corr ct taxpay r identification number (or I am waiting for a numb r to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not r quir d to sign the c rtification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person *Sherri Craveling* Date 1/6/2025

General Instructions

Section references are to the Internal Revenu Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as l gislation nacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded ntity completes this line. An LLC that is a disregarded entity should check th appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to compl te this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be r quir d to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity orm W-9 requester) who is required to file an information return with the I S is giving you this form because they

AGENDA ITEM

Public Works and Utilities

REPORT TO: **Work Session (06/22/26)**

REPORT TO: **Voting Meeting (06/25/26)**

ITEM NO: 379/2026

SUBJECT: Approve the award of IFB #005-47 Pavement Marking Installation and Removal Services Annual Contract for Public Works & Utilities to Peek Pavement Marking, LLC of Columbus, GA. The estimated annual cost is $69,615.00.

Meetings:

Work Session Date: 06/22/26 **Voting Meeting Date:** 06/25/26

Executive Summary:

Presenter: BC

Recommendation:
Approve.

Purpose of Request:
Approve the award of IFB #005-47 Pavement Marking Installation and Removal Services Annual Contract for Public Works & Utilities to Peek Pavement Marking, LLC of Columbus, GA. The estimated annual cost is $69,615.00.

History:

Peek Pavement Marking, LLC is the longstanding vendor through multiple contract cycles and is in good standing with the County.

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

Options:

Funding Requested	$ 69,615.00
Are funds within current budget?	Yes
Source of Funds	SPLOST VIII
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Buyer	Submit	Approve	Purchasing

Buyer	Submit	Approve	Purchasing
JD	BC	JG	AY
Budget	**Finance**	**Attorney**	**Administration**
JM	TS	JL	CR
Clerk			
JR			

Attachments:
Financial Supplement
Bid Tab
Signature Authorization Request
Contract

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 379/2026

Funds Requested: $ 69,615.00

Request Budgeted: Yes

Proposed Source of Funding:

SPLOST VIII

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2027	324-SPLOST VIII	4270-TRAFFIC ENGINEERING	541400-INFRASTRUCTURE	$69,615.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: BC

Phone: 770-531-6800

IFB #005-47 Pavement Marking Installation or Removal Services Annual Contract				PEEK PAVEMENT MARKING, LLC COLUMBUS, GA	ESA Striping
Line Item	DOT Item Code	Item Description	Unit of Measure	Price	
0005	652-0091	Pavement Marking, Symbol, TP1	ea	$150.00	No Bid
0010	652-0094	Pavement Marking, Symbol, TP4	ea	$250.00	No Bid
0015	652-0095	Pavement Marking, Handicap Symbol	ea	$75.00	No Bid
0020	652-0110	Pavement Marking, Arrow, TP1	ea	$35.00	No Bid
0025	652-0120	Pavement Marking, Arrow, TP2	ea	$35.00	No Bid
0030	652-0210	Pavement Marking, Word, TP1	ea	$35.00	No Bid
0035	652-2501	Solid Traffic Stripe, 5 in, White	lm	$1,250.00	No Bid
0040	652-2502	Solid Traffic Stripe, 5 in, Yellow	lm	$1,250.00	No Bid
0045	652-3501	Skip Traffic Stripe, 5 In, White	glm	$600.00	No Bid
0050	652-3502	Skip Traffic Stripe, 5 In, Yellow	glm	$600.00	No Bid
0055	652-5301	Solid Traffic Stripe, 6 In, White	lf	$1.50	No Bid
0060	652-5451	Solid Traffic Stripe, 5 In, White	lf	$1.50	No Bid
0065	652-5452	Solid Traffic Stripe, 5 In, Yellow	lf	$1.50	No Bid
0070	652-5701	Solid Traffic Stripe, 24 In, White	lf	$6.00	No Bid
0075	652-6301	Skip Traffic Stripe, 6 In, White	glf	$0.50	No Bid
0080	652-6501	Skip Traffic Stripe, 5 In, White	glf	$0.50	No Bid
0085	652-6502	Skip Traffic Stripe, 5 In, Yellow	glf	$0.50	No Bid
0090	652-9001	Traffic Stripe, White	sy	$3.50	No Bid
0095	652-9002	Traffic Stripe, Yellow	sy	$3.50	No Bid
0100	653-0095	Thermoplastic Pvmt Marking, Handicap Symbol	ea	$250.00	No Bid
0105	653-0100	Thermoplastic Pvmt Marking, RR/Hwy Crossing Symbol	ea	$350.00	No Bid
0110	653-0110	Thermoplastic Pvmt Marking, Arrow, TP1	ea	$45.00	No Bid
0115	653-0120	Thermoplastic Pvmt Marking, Arrow, TP2	ea	$85.00	No Bid
0120	653-0130	Thermoplastic Pvmt Marking, Arrow, TP3	ea	$100.00	No Bid
0125	653-0150	Thermoplastic Pvmt Marking, Arrow, TP5	ea	$10.00	No Bid
0130	653-0170	Thermoplastic Pvmt Marking, Arrow, TP7	ea	$85.00	No Bid
0135	653-0210	Thermoplastic Pvmt Marking, Word, TP1	ea	$85.00	No Bid
0140	653-0220	Thermoplastic Pvmt Marking, Word, TP2	ea	$85.00	No Bid
0145	653-0230	Thermoplastic Pvmt Marking, Word, TP3A	ea	$150.00	No Bid
0150	653-0235	Thermoplastic Pvmt Marking, Word, TP3B	ea	$250.00	No Bid
0155	653-0240	Thermoplastic Pvmt Marking, Word, TP4	ea	$100.00	No Bid
0160	653-1501	Thermoplastic Solid Traf Stripe, 5 In, White	lf	$2.50	No Bid
0165	653-1502	Thermoplastic Solid Traf Stripe, 5 In, Yellow	lf	$2.50	No Bid
0170	653-1504	Thermoplastic Solid Traf Stripe, 12 In, White	lf	$7.50	No Bid
0175	653-1704	Thermoplastic Solid Traf Stripe, 24 In, White	lf	$10.00	No Bid
0180	653-1804	Thermoplastic Solid Traf Stripe, 8 In, White	lf	$2.95	No Bid
0185	653-1810	Thermoplastic Solid Traf Stripe, 10 In, White	lf	$2.95	No Bid
0190	653-2501	Thermoplastic Solid Traf Stripe, 5 In, White	lm	$2,850.00	No Bid
0195	653-2502	Thermoplastic Solid Traf Stripe, 5 In, Yellow	lm	$2,850.00	No Bid
0200	653-3501	Thermoplastic Skip Traf Stripe, 5 In, White	glf	$1.00	No Bid
0205	653-3502	Thermoplastic Skip Traf Stripe, 5 In, Yellow	glf	$1.00	No Bid
0210	653-3810	Thermoplastic Skip Traf Stripe, 10 In, White	lf	$2.00	No Bid
0215	653-4501	Thermoplastic Skip Traf Stripe, 5 In, White	lm	$1,850.00	No Bid
0220	653-4502	Thermoplastic Skip Traf Stripe, 5 In, Yellow	lm	$1,850.00	No Bid
0225	653-6004	Thermoplastic Traf Striping, White	ea	$7.50	No Bid
0230	653-6006	Thermoplastic Traf Striping, Yellow	ea	$7.50	No Bid
0235	654-1001	Raised Pvmt Markers, TP1	ea	$6.00	No Bid
0240	654-1002	Raised Pvmt Markers, TP2	ea	$2.00	No Bid
0245	654-1003	Raised Pvmt Markers, TP3	ea	$6.00	No Bid
0250	654-1004	Raised Pvmt Markers, TP4	ea	$5.00	No Bid
0255	654-1005	Raised Pvmt Markers, TP5	ea	$5.00	No Bid
0260	654-1007	Raised Pvmt Markers, TP7	ea	$7.00	No Bid
0265	654-1010	Raised Pvmt Markers, TP10	ea	$35.00	No Bid
0270	656-0050	Remove Exist Solid Traf Stripe, 5 In, Thermoplastic	lf	$1.50	No Bid
0275	656-1005	Remove Exist Skip Traf Stripe, 5 In, Paint	lf	$1.50	No Bid
0280	657-1054	Preformed Plastic Solid Pvmt Mkg, 5 In, White, TP PB	lf	$5.00	No Bid
0285	657-1084	Preformed Plastic Solid Pvmt Mkg, 8 In, White, TP PB	lf	$8.00	No Bid
0290	657-1104	Preformed Plastic Solid Pvmt Mkg, 10 In, White, TP PB	lf	$10.00	No Bid
0295	657-1244	Preformed Plastic Solid Pvmt Mkg, 24 In, White, TP PB	lf	$24.00	No Bid
0300	657-3054	Preformed Plastic Skip Pvmt Mkg, 5 In, White, TP PB	glf	$3.50	No Bid
0305	657-5000	Preformed Plastic Pvmt Markings	sy	$45.00	No Bid
0310	657-5014	Preformed Plastic Pvmt Mkg, Words and/or Sym, White, TP	ea	$1,000.00	No Bid
0315	657-5016	Preformed Plastic Pvmt Mkg, Words and/or Sym, Arrow TP1	ea	$500.00	No Bid
0320	657-5017	Preformed Plastic Pvmt Mkg, Words and/or Sym, Arrow TP2	ea	$500.00	No Bid
0325	657-5120	Preformed Plastic Pvmt Mkg, Words and/or Sym, Arrow TP5	ea	$750.00	No Bid
0330	657-6054	Preformed Plastic Solid Pvmt Mkg, 5 In, Yellow, TP PB	lf	$5.00	No Bid
0335	657-8054	Preformed Plastic Skip Pvmt Mkg, 5 In, Yellow, TP PB	glf	$3.50	No Bid

TOTAL AWARDED AMOUNT: Annual Contract
BIDS MAILED: 12 HALL:2
BIDS RECEIVED: 1 (1-NO BIDS) HALL: 0

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

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: 005-47

Bid/Contract Name: Pavement Marking Installation & Removal Services Annual Contract

Department(s) Requesting Contract: Public Works & Utilities

Award Recipient Name: Peek Pavement Marking, LLC

Contract Description:

☒ Annual Contract ☒ New ☐ Renewal

FY 2026 Projected Spend: $68,250

☐ Price Increase Requested Increase Percentage: 0%

☒ Project/Service Contract FY 27 Estimated Amount:$69,615

☐ Product Contract Estimated Amount:

Comment:

Year one (1) of a possible five (5) year contract.
Peek Pavement Marking was the only vendor that submitted a proposal however, there were two (2) No Bids returned. Peek Pavement is the current hold of the FY 2026 contract and has held a contract for pavement marking installation and removal for many years. Peek Pavement Marking, LLC is a vendor in good standing with the County and serviced their contracts well.
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: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
Exhibit B – Contract for Services

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT #005-47

For the provision of

Pavement Marking Installation and Removal Services Annual Contract

ARTICLE #101 – INTRODUCTION

This Contract for pavement marking installation and removal services (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 Peek Pavement Marking, LLC which is principally located at 4600 Peek Industrial Dr., Columbus, GA 31909 (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
Jimmy Hightower
Superintendent
Hall County Road Maintenance
1670 Barber Rd.
Gainesville, GA 30507
jhightower@hallcounty.org
Ph: (770) 531-6824

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

CONTRACTOR'S CONTACT INFORMATION

Contact Name(s): Rhonda Brown

Email Address(es): rbrown@peeksafety.com

Phone Number(s): 706-563-5867

Physical Address: 4600 Peek Industrial Dr.

City/State/ZIP: Columbus, GA 31909

REMIT TO ADDRESS (if different): PO Box 7337
Columbus, GA 31908-7337

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

For multi-year contracts, the term will be for five (5) years, with one (1) initial year followed by four (4) one-year renewal options. Renewals are not automatic nor guaranteed.

ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION

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

ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE

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

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

Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable control of and without the fault or negligence of the Contractor. If the Services to be provided to the County are interrupted by a force majeure event, as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due to the Contractor under this Contract. If delay results from a third-party's negligent conduct or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract.

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

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

B. **Obligations Beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to *ARTICLE #108 – TERMINATION PROVISIONS.*

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

ARTICLE #108 – TERMINATION PROVISIONS

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

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

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

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

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

E. **Termination due to Failure of Contractor to Act.** The County may terminate the Contract for any of the following reasons effective immediately without advance notice:
   1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
   2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees, have caused, or reasonably could cause, life, health, or safety to be jeopardized.
   3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal, or maliciously incorrect.
   4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in *ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS.*

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

G. **Contractor's Termination Duties.** Upon receipt of a Notice of Termination, the Contractor shall:
   1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of Notice of Termination describing the status of all work under the Contract including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
   2. Immediately cease use and return to the County any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
   3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.
   4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the Notification of Termination and the substitution of any replacement Contractor.
   5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

H. **Liquidated Damages – N/A for this contract.**

ARTICLE #109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY

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

ARTICLE #110 – ASSIGNMENT AND DELEGATION BY CONTRACTOR

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

ARTICLE #111 – USE OF THIRD PARTIES

This Contract is for the benefit of the Parties hereto only and is not intended to benefit any third party or give rise to any duty or causes of action for any third party. All restrictions, obligations, and responsibilities of the Contractor under the Contract shall also apply to third parties, if allowed

in writing by the County. Any Contract with a third-party must also preserve the rights of the County.

ARTICLE #112 – ENTIRE CONTRACT

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

ARTICLE #113 – SEVERABILITY

If any paragraph, sub-paragraph, sentence, clause, phrase, or portion of this Contract is declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this Contract as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the remaining portions of this Contract not so held to be invalid or the application of this Contract to other circumstances not so held to be invalid.

ARTICLE #114 – RECORDS

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

ARTICLE #115 – ADDITIONAL TERMS AND CONDITIONS

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

ARTICLE #116 – WAIVER

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

ARTICLE #117 – CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS

A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment, chemical, material, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County as quickly as possible. In the event of such replacement, Contractor shall (i) notify County of any resulting replacement, (ii) introduce an individual serving as a replacement to County, and/or (iii) provide County with a résumé and any other information regarding an individual that may be reasonably requested by County.
B. The County has the right to require the Contractor to reassign or remove any employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is

not suitable. The County's decision shall be final, and Contractor will remove the employee immediately and replace with a person of at least equivalent training, experience, and requisite qualifications as quickly as possible, subject to the County's approval.

C. Contractor agrees to obtain prior written approval from the County for the use of subcontractors to provide the Services described in Scope of Work prior to subcontractors' performance of work. Such non-disclosure of subcontractors may result in non-payment for Services.

ARTICLE #118 – INSURANCE REQUIREMENTS

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

Workers' Compensation Insurance: Required for all contracts.

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

Additional Provisions:

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

General Liability Insurance: Required for all service contracts.

- $2,000,000 General Aggregate
- $2,000,000 Products & Completed Operations Aggregate
- $1,000,000 Each Occurrence
- $1,000,000 Personal & Advertising Injury
- $500,000 Damages to Premises/Fire/Legal
- $5,000 Medical Payments

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

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

Additional Provisions:

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

Umbrella Liability Insurance: Required for all contracts.
$1,000,000 per Occurrence

Additional Provisions: Required for all contracts.

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

Cyber Insurance: Required for all software, computer hardware installation, data access, data integrations, data usage, cloud storage, SaaS, and or technology related contracts.

- $1,000,000 Each Claim/Wrongful Act
- $2,000,000 Annual Aggregate
- $1,000,000 Business Interruption
- $1,000,000 Data Recovery
- $500,000 Cyber Extortion Expenses
- $50,000 Cyber Extortion/Ransom Payments
- If written on a claim's made policy, the policy must be maintained for at least two (2) years after the completion of the work and/or contract.

Additional Provisions: Coverage shall include at a minimum:

- Information Security & Privacy Liability
- Regulatory Fines and Penalties
- Payment Card Industry (PCI) – if credit cards and/or Contractoring information is obtained or accessed
- Ransomware

Professional Liability Insurance (Errors & Omissions): Required for all professional service contracts. This shall include any consultants, medical, legal, technical, insurance agents, or other professions that require proper licenses.

- $1,000,000 Each Claim/Wrongful Act
- $2,000,000 General Aggregate
- If written on a claim's made policy, the policy must be maintained for at least two (2) years after the completion of the work and/or contract.

ARTICLE #119 – NO WAIVER

A. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its

terms. The representatives of the Parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto.

B. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
C. **Vehicles and Equipment.** Except for any specified County-owned equipment and vehicles listed herein, Contractor warrants that no Contractor employees, subcontractors or others will operate County-owned vehicles or equipment in the performance of this Contract without express written consent from the County. Contractor shall be responsible for providing all transportation and equipment necessary to deliver the Services under the Contract.

ARTICLE #120 – INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

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

ARTICLE #121 – COMPENSATION

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

ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR

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

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

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

B. **Invoice/Payment**
   1. Contractor shall invoice the County via email each month sent solely to accountspayable@hallcounty.org and only after the County inspects and accepts the Services provided. Receipt of the Services and/or materials does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in *Exhibit C – Cost Proposal Worksheet.*
   2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Each invoice shall include the Contractor's current "Remit to" address, a description of the Services provided, the invoice amount, the Contract number, and the associated PO number issued.
   3. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted. The County does not pay for services not yet received but only in arrears except by written acceptance of pre-payment or deposit.
   4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract, including sales and use taxes.
   5. Contractor must submit Applications for Payment (Pay Apps) in accordance with the conditions of the Contract.
   6. If monthly progress payments are agreed upon, then County will make such payments upon inspection of services completed by the County's Project Manager. Additionally, the County may employ Engineers of Record.
   7. Retainage payments shall be paid by County after final acceptance of work.

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

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

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

F. The Contractor must not factor or assign payments to another entity or a financial institution. The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this bid

ARTICLE #124 – RETAINAGE – N/A for this bid

ARTICLE #125 – VENUE AND GOVERNING LAW

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

ARTICLE #126 – NOTICE OF INTENT TO LITIGATE

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

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

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

ARTICLE #128 – ORDER OF PRECEDENCE

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

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

ARTICLE #129 – CONTRACT EXHIBITS AND ATTACHMENTS

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

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

ARTICLE #130 – SALES TAX EXEMPTION STATUS

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

ARTICLE #131 – HOLD HARMLESS AGREEMENT

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

ARTICLE #132 – NOT A JOINT VENTURE

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

ARTICLE #133 – CONTRACT TERMS AND CONDITIONS

1. All purchases must comply with the Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the terms and conditions herein and the Official Code of Hall County, the latter will govern.
3. The terms and conditions set herein shall supersede and govern over all vendor's terms and conditions or service level agreements.
4. The County retains the right to "red line" sections of the vendor's terms and conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order (PO) and delivery of goods or services shall be deemed as the vendor's full and complete acceptance of the County's terms and conditions.
6. The terms supplier, vendor, bidder, offeror, contractor, consultant, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one and the same, herein denoted as "supplier" for goods and "contractor" for services.
7. The terms goods, materials, commodities, components, drawings, drafts, renderings, plans (physical or digital), software, SaaS, capital asset equipment, vehicles, heavy earth-moving or other equipment (purchased or leased), or other such deliverables are herein denoted as "goods" and shall mean one and the same.
8. "Services" shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning, or otherwise where services are offered for consideration.
9. The County's payment terms are net 30 days (N30) in arrears. The County does not pay for services not yet rendered or goods not received and accepted. The County holds no obligation to goods delivered or services rendered that were not ordered and specified in writing. The

vendor shall only deliver goods and services as described on the PO and within the Scope of Work and the vendor's bid response.

10. The vendor shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
11. The vendor shall not construe any verbal consent to purchase goods or services as valid.
12. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or specifications set forth in the PO, contract, or agreement unless mutually agreed in writing by both Parties.
13. The County does not accept automatic contract renewals except for monthly subscription services.
14. The County does not pay deposits towards goods ordered or services not yet rendered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
15. The County will accept back orders only if goods are out of stock and with prior written notice. The vendor shall ship all quantities that it has in stock and hold orders for back orders.
16. The County participates in cooperative purchasing agreements, State of Georgia Statewide Contracts, and other state and local intergovernmental agreements, memorandums of understanding, and other such agreements.
17. For all legalities, the jurisdiction shall be the State of Georgia, County of Hall.
18. Deliveries shall be made to the ship-to address(es) listed on the PO and within the specified time. The vendor must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
19. Risk of loss of the goods shall pass to the County upon inspection and acceptance only. Receipt of goods or services does not constitute acceptance. Title to goods shall remain with the vendor until acceptance by the County.
20. The vendor warrants that its goods and services are merchantable, and it has a legal right to deliver the goods and services and as described herein.
21. The County shall have the right to inspect all goods or services at the time and place of delivery.
22. No right or interest in the contract shall be assigned by the vendor without written permission of the County, and no delegation of any obligation owed or the performance of any obligation by the vendor shall be made without the written permission of the County. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
23. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
24. This issuance of a PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 et seq. of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
25. All goods and services supplied pursuant to a PO shall, unless otherwise noted, conform exactly to all the descriptions, specifications, exhibits, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other solicitations upon which the PO is based, and the terms, conditions, and specifications of the solicitation are incorporated herein by reference and made a part hereof.
26. All media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials owned by the County shall become and remain County property and shall be delivered to the County upon request.
27. Invoices should be submitted to the County as described in the PO. Each PO number and/or contract number must be shown on each invoice submitted.

28. A PO issued with an attached contract or agreement, the terms and conditions of the attached contract or agreement shall govern in the event of any conflict with these terms and conditions.
29. The vendor may be suspended, terminated, or debarred if it is determined that it has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein. Thus, the vendor certifies that it and any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
30. The vendor certifies that it is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
31. Goods are Free-On-Board (F.O.B.) destination unless otherwise denoted. Freight, shipping, and delivery shall be pre-paid and added to the invoice as a separate line item. The vendor shall charge the County the exact amount of freight, delivery, handling, and insurance charges.
32. The County does not pay late fees nor interest charges.
33. The County is not bound to any minimum or maximum quantity or dollar amount set by the vendor.
34. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.
35. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Contractor's Full Legal Name Below:

Peek Pavement Marking, LLC

By: Brad Morgan

Print Name: Brad Morgan,

Title: VP of Finance & Admin

Sworn to and subscribed before me this

2nd Day of June, 2026.

Notary Public: Rhonda Brown

Notary commission expires: 11-12-2027

[Seal or Stamp]

NOTARY PUBLIC TAYLOR COUNTY, GEORGIA 11/12/2027

HALL COUNTY, GEORGIA

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

Date: _____

Attestation: _____
Commission Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

AGENDA ITEM

Public Works and Utilities

REPORT TO: **Work Session (06/22/26)**

REPORT TO: **Voting Meeting (06/25/26)**

ITEM NO: 357/2026

SUBJECT: Approve the renewal of the annual contract for RFQ/P #45-004 Demand Services for On-Call Minor Resurfacing, Paving, and Sealcoating for Public Works & Utilities to Advanced Paving & Sealcoating Inc. of Gainesville, GA, Allied Paving Contractors, Inc. of Pendergrass, GA, Magnum Paving of Villa Rica, GA, and Ryals Brothers, LLC of Lula, GA. The estimated annual cost is $1,064,474.00.

Meetings:

Work Session Date: 06/22/26

Voting Meeting Date: 06/25/26

Executive Summary:

Presenter: JG

Recommendation:
Approve.

Purpose of Request:
Approve the renewal of the annual contract for RFQ/P #45-004 Demand Services for On-Call Minor Resurfacing, Paving, and Sealcoating for Public Works & Utilities to Advanced Paving & Sealcoating Inc. of Gainesville, GA, Allied Paving Contractors, Inc. of Pendergrass, GA, Magnum Paving of Villa Rica, GA, and Ryals Brothers, LLC of Lula, GA. The estimated annual cost is $1,064,474.00.

History:
The four vendors were recommended to utilize a pool of contractors that will be presented with task orders as various jobs arise throughout the County. This contract is for smaller paving jobs that are required throughout the County for both Road Maintanance and Public Works and Utilities.

All four (4) vendros are in good standing with the County.

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

Options:

Funding Requested	$ 1,064,474.00
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
JD	BC	BC	AY
Budget	**Finance**	**Attorney**	**Administration**
JM	TS	JL	CR
Clerk			
JR			

Attachments:
Financial Supplement
Signature Request Cover Sheet
Contracts

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 357/2026

Funds Requested: $ 1,064,474.00

Request Budgeted: Yes

Proposed Source of Funding:

Various

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2027	TBD	TBD	541400-INFRASTRUCTURE	$1,064,474.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: JG

Phone: 770-531-6800

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andrew Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

CONTRACT EXECUTION SIGNATURE REQUEST

Date: May 22, 2026

To: David Gibbs, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 45-004-2

Bid/Contract Name: Demand Services for On-Call Minor Resurfacing, Paving, and Sealcoating

Department(s) Requesting Contract: Public Works & Utilities

Award Recipient Name: Advanced Paving and Sealcoating, Inc., Allied Paving Contractors, Inc., Magnum Paving, Ryals Brothers, LLC

Contract Description:

☒ Annual Contract ☐ New ☒ Renewal

FY 2026 Projected Spend: $1,043,602

☐ Price Increase Requested Increase Percentage: 0%

☒ Project/Service Contract FY 27 Estimated Amount:$1,064,474

☐ Product Contract Estimated Amount:

Comment:

Year three (3) of a possible five (5) year contract.
This contract utilizes the pool of vendors to issue task orders to as various jobs arise throughout the County. This contract is for smaller paving jobs that are required throughout the County for Public Works & Utilities and Road Maintenance.
All four (4) vendors are in good standing with the County. There are no price increases for FY 2027.
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
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

April 21, 2026

Magnum Paving
125 Baker Industrial Ct.
Villa Rica, GA 30180
Attn: Jim Henry

RE: RFQ/P #45-004-2, Demand Services On-Call Minor Resurfacing, Paving, and Sealcoating: Fiscal Year 2027 Renewal

Dear Jim,

Attached you will find Contract Renewal #2 extending your present contract through June 30, 2027, as per the same terms and conditions of Bid #45-004.

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 #45-004-1

Contract Renewal #1

Demand Services for On-Call Minor Resurfacing, Paving, and Sealcoating March 24, 2025

Whereas, the County desires to Renew the Contract period for a one-year period through June 30, 2026, in accordance with the terms and conditions of Bid #45-004, Demand Services for On-Call Minor Resurfacing, Paving, and Sealcoating dated June 27, 2024; and

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

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

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

MAGNUM PAVING

By: Will Kelley
Print Name: Will Kelley
Title: Director of Operations

HALL COUNTY, GEORGIA

By. _____
David Gibbs, Chairman
Board of Commissioners

Date: _____

Attestment: _____
County Clerk

Sworn to and subscribed before me this

26th Day of March, 2025

Notary Public: _____

Notary commission expires: September 5th, 2028

JOSEPH DANIEL RODGERS
NOTARY PUBLIC
DOUGLAS COUNTY, GEORGIA
COMMISSION EXPIRES
SEPTEMBER 5, 2028

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

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

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

April 21, 2026

Advanced Paving & Sealcoating, Inc.
4251 Mangum Mill Rd.
Gainesville, GA 30507
Attn: Kay Sutton
advancedpavingga@gmail.com

RE: RFQ/P #45-004-2, Demand Services On-Call Minor Resurfacing, Paving, and Sealcoating: Fiscal Year 2027 Renewal

Dear Kay,

Attached you will find Contract Renewal #2 extending your present contract through June 30, 2027, as per the same terms and conditions of Bid #45-004.

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 #45-004-2

Contract Renewal #2

Demand Services for On-Call Minor Resurfacing, Paving, and Sealcoating

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 #45-004, Demand Services for On-Call Minor Resurfacing, Paving, and Sealcoating dated June 27, 2024; and

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

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

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

ADVANCED PAVING and SEALCOATING, INC.

By: Kay Sutton

Print Name: Kay Sutton

Title: treasurer

Date: 4/28/2026

Sworn to and subscribed before me this

28th Day of April, 2026

Notary Public: [signature]

Notary Commission expires: _____

TAMMY C. LUNSFORD
NOTARY PUBLIC
HALL COUNTY, GA

HALL COUNTY, GEORGIA

By: _____

David Gibbs, Chairman

Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

[signature]

Nathaniel R. Anderson,
Senior Assistant County Attorney

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

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

April 21, 2026

Ryals Brothers, LLC
5973 Main Street
Lula, GA 30554
Attn: Neil Wingo

RE: RFQ/P #45-004-2, Demand Services On-Call Minor Resurfacing, Paving, and Sealcoating: Fiscal Year 2027 Renewal

Dear Neil,

Attached you will find Contract Renewal #2 extending your present contract through June 30, 2027, as per the same terms and conditions of Bid #45-004.

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 #45-004-2

Contract Renewal #2

Demand Services for On-Call Minor Resurfacing, Paving, and Sealcoating

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 #45-004, Demand Services for On-Call Minor Resurfacing, Paving, and Sealcoating dated June 27, 2024; and

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

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

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

RYALS BROTHERS, LLC

By: Neil Wingo

Print Name: Neil Wingo

Title: Senior Client Manager

Date: 04/21/2026

Sworn to and subscribed before me this

21 Day of April, 2026

Notary Public: _____

Notary commission expires: 10/13/2027

CHRISTOPHER SHANNON LADD NOTARY PUBLIC HALL COUNTY, GA OCTOBER 13 2027

HALL COUNTY, GEORGIA

By: _____

David Gibbs, Chairman

Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
We have it all in Hall

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 21, 2026

Allied Paving Contractors, Inc.
132 Beck Rd.
Pendergrass, GA 30567
Attn: Bryan Jones
bjones@paveone.com

RE: RFQ/P #45-004-2, Demand Services On-Call Minor Resurfacing, Paving, and Sealcoating: Fiscal Year 2027 Renewal

Dear Bryan,

Attached you will find Contract Renewal #2 extending your present contract through June 30, 2027, as per the same terms and conditions of Bid #45-004.

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 #45-004-2

Contract Renewal #2

Demand Services for On-Call Minor Resurfacing, Paving, and Sealcoating

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 #45-004, Demand Services for On-Call Minor Resurfacing, Paving, and Sealcoating dated June 27, 2024; and

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

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

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

ALLIED PAVING CONTRACTORS

By: _____

Print Name: Bryan Jones

Title: Vice President

Date: 4/24/2026

Sworn to and subscribed before me this

24 Day of April, 2026

Notary Public: Celena K Knapp

Notary commission expires: 01.17.2029

CELENA K KNAPP
Jackson County
My Commission Expires
January 17, 2029

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

AGENDA ITEM

Public Works and Utilities

REPORT TO: **Work Session (06/22/26)**

REPORT TO: **Voting Meeting (06/25/26)**

ITEM NO: 386/2026

SUBJECT: Approve the award of RFQ #47-004 Demand Services for Resurfacing, Paving, and Full Depth Reclamation for Public Works & Utilities to Allied Paving Contractors, Inc. of Pendergrass, GA, Pittman Construction Company of Conyers, GA, Blount Construction Company, Inc. of Marietta, GA, and C.W. Matthews Contracting Company, Inc. of Marietta, GA. The estimated annual cost is $15,000,000.00.

Meetings:

Work Session Date: 06/22/26

Voting Meeting Date: 06/25/26

Executive Summary:

Presenter: JG

Recommendation:
Approve.

Purpose of Request:
Approve the award of RFQ #47-004 Demand Services for Resurfacing, Paving, and Full Depth Reclamation for Public Works & Utilities to Allied Paving Contractors, Inc. of Pendergrass, GA, Pittman Construction Company of Conyers, GA, Blount Construction Company, Inc. of Marietta, GA, and C.W. Matthews Contracting Company, Inc. of Marietta, GA. The estimated annual cost is $15,000,000.00.

History:

Hall County has used Demand Services contracts to provide a pool of qualified contractors to perform services for the County on an as need basis. The pricing for projects will be solicited via task orders during the year.

Facts and Issues:

Options:

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

All four (4) vendors have provided services to the County in the past and are all in good standing with Hall County.

Competitive pricing will be solicited through the issuance of task orders throughout the year for various projects.

Funding Requested	$ 15,000,000.00
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?	

Approvals:

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

Attachments:

Financial Supplement
Bid Tabulation
Contract Signature Cover Sheet
Contracts

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 386/2026

Funds Requested: $ 15,000,000.00

Request Budgeted: Yes

Proposed Source of Funding:

Various

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2027	221-STATE ROAD GRANT FUND	4971-ENGINEERING	541400-INFRASTRUCTURE	$5,250,427.00
2027	324-SPLOST VIII	4971-ENGINEERING	541400-INFRASTRUCTURE	$6,729,542.00
2027	TBD	4971-ENGINEERING	541400-INFRASTRUCTURE	$3,020,031.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: BC

Phone: 770-531-6800

RFQ/P #47-004,Demand Services for Resurfacing, Paving & Full Depth Reclamation

Bid Tab Summary

SCORES	**CW Matthews**	**Sunbelt Asphalt**	**Pittman Construction**
Average Technical Scores	86.67	76.67	84.17
Total Scores	**87**	**77**	**84**

SCORES	**Allied Paving**	**Ryals Brothers**	**Blount Construction**
Average Technical Scores	86.67	74.17	84.17
Total Scores	**87**	**74**	**84**

Number of bids emailed	40
Number of bids emailed to Hall Co	7
Total responses	6
Number of Hall Co responses	1
No Bids	0
GA Procurement Registry emailed	397

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

CONTRACT EXECUTION SIGNATURE REQUEST

Date: June 8, 2026

To: David Gibbs, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 47-004

Bid/Contract Name: Demand Services for Resurfacing, Paving, & Full Depth Reclamation

Department(s) Requesting Contract: Public Works & Utilities

Award Recipient Name: Allied Paving Contractors, Inc., Blount Construction Company, Inc., C.W. Matthews Contracting Co., Inc., and Pittman Construction Company

Contract Description:

☒ Annual Contract ☒ New ☐ Renewal

FY 2026 Projected Spend: $16,301,893

☐ Price Increase Requested Increase Percentage: 0%

☒ Project/Service Contract FY 27 Estimated Amount:$

☐ Product Contract Estimated Amount: $15,000,000

Comment:

Year one (1) of a possible five (5) year contract.
This contract will provide a pool of contractors to provide all aspects of resurfacing, paving, and full depth reclamation throughout the County. Task Orders will be issued for specific projects as needed. All four (4) vendors have provided services to the County in recent years and are all in good standing with Hall County.
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: 770.531.6711

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 #47-004

For the provision of

Demand Services for Resurfacing, Paving & Full Depth Reclamation

ARTICLE #101 – INTRODUCTION

This Contract for Demand Services for Resurfacing, Paving & Full Depth Reclamation (hereinafter "Services") as entered into as of _____ (execution date) is by and between Hall County, Georgia, (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Allied Paving Contractors, Inc. which is principally located at P. O. Box 509, Pendergrass, GA 30567. (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
Blair Reynolds
Civil Engineer
Hall County Community Development & Infrastructure
2829 Browns Bridge Rd
Gainesville, GA 30504
breynoldshallcounty.org
Ph: (770) 531-6800

COUNTY ISSUING OFFICER
Julie Dorough
Issuing Officer
Hall County Purchasing Division

2875 Browns Bridge Rd
Gainesville, GA 30504
jdorough@hallcounty.org
Ph: (770) 535-8270

CONTRACTOR'S CONTACT INFORMATION

Contact Name(s): Bryan Jones ~ Vice President

Email Address(es): bjones@paveone.com

Phone Number(s): 706-693-4042

Physical Address: 132 Beck Road

City/State/ZIP: Pendergrass, GA 30567

REMIT TO ADDRESS (if different): P. O. Box 509, Pendergrass, GA 30567

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

For multi-year contracts, the term will be for five (5) years, with one (1) initial year followed by four (4) one-year renewal options. Renewals are not automatic nor guaranteed.

ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION

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

ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE

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

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

Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable control of and without the fault or negligence of the Contractor. If the Services to be provided to the County are interrupted by a force majeure event, as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due to the Contractor under this Contract. If delay results from a third-party's negligent conduct or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract.

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

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

B. **Obligations Beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to *ARTICLE #108 – TERMINATION PROVISIONS.*

C. **Transition Cooperation with the County and Cooperation with Other Contractors.** Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and reasonable cooperation and assistance to the County to ensure an

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

ARTICLE #108 – TERMINATION PROVISIONS

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

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

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

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

3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

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

E. **Termination due to Failure of Contractor to Act.** The County may terminate the Contract for any of the following reasons effective immediately without advance notice:
   1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
   2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees, have caused, or reasonably could cause, life, health, or safety to be jeopardized.
   3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal, or maliciously incorrect.
   4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in *ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS.*

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

G. **Contractor's Termination Duties.** Upon receipt of a Notice of Termination, the Contractor shall:
   1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of Notice of Termination describing the status of all work under the Contract including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
   2. Immediately cease use and return to the County any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
   3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.
   4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the Notification of Termination and the substitution of any replacement Contractor.
   5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

H. **Liquidated Damages.** In the event that the Contractor unreasonably delays completion of the project as per the term in *ARTICLE #105 – CONTRACT TERM* or abandons the project before completion, the Contractor shall pay the County liquidated damages in the amount of one thousand three hundred five dollars and 50/100 ($1,305.50) per calendar day until substantial completion.

ARTICLE #109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY

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

ARTICLE #110 – ASSIGNMENT AND DELEGATION BY CONTRACTOR

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

ARTICLE #111 – USE OF THIRD PARTIES

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

ARTICLE #112 – ENTIRE CONTRACT

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

ARTICLE #113 – SEVERABILITY

If any paragraph, sub-paragraph, sentence, clause, phrase, or portion of this Contract is declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this Contract as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the remaining portions of this Contract not so held to be invalid or the application of this Contract to other circumstances not so held to be invalid.

ARTICLE #114 – RECORDS

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

ARTICLE #115 – ADDITIONAL TERMS AND CONDITIONS

The County shall not be bound by any terms and conditions included in any Contractor's sales orders, literature, packaging, invoice, catalog, brochure, technical data sheet, on-line

representation, warranties or service level agreements, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

ARTICLE #116 – WAIVER

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

ARTICLE #117 – CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS

A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment, chemical, material, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County as quickly as possible. In the event of such replacement, Contractor shall (i) notify County of any resulting replacement, (ii) introduce an individual serving as a replacement to County, and/or (iii) provide County with a résumé and any other information regarding an individual that may be reasonably requested by County.
B. The County has the right to require the Contractor to reassign or remove any employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is not suitable. The County's decision shall be final, and Contractor will remove the employee immediately and replace with a person of at least equivalent training, experience, and requisite qualifications as quickly as possible, subject to the County's approval.
C. Contractor agrees to obtain prior written approval from the County for the use of subcontractors to provide the Services described in Scope of Work prior to subcontractors' performance of work. Such non-disclosure of subcontractors may result in non-payment for Services.

ARTICLE #118 – INSURANCE REQUIREMENTS

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

Workers' Compensation Insurance: Required for all contracts.

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

Additional Provisions:

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

General Liability Insurance: Required for all service contracts.

- $2,000,000 General Aggregate
- $2,000,000 Products & Completed Operations Aggregate
- $1,000,000 Each Occurrence
- $1,000,000 Personal & Advertising Injury
- $500,000 Damages to Premises/Fire/Legal
- $5,000 Medical Payments

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

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

Additional Provisions:

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

Umbrella Liability Insurance: Required for all contracts.
$1,000,000 per Occurrence

Additional Provisions: Required for all contracts.

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

Crime Insurance: Required for all contracts involving any use, care, custody, or control of any cash, money, securities, and/or wire transfers.

- $1,000,000 Employee Dishonesty
- $1,000,000 Funds Transfer Fraud
- $100,000 Money & Securities
- $1,000,000 Computer Crime
- $100,000 Social Engineering or its equivalent

Cyber Insurance: Required for all software, computer hardware installation, data access, data integrations, data usage, cloud storage, SaaS, and or technology related contracts.

- $1,000,000 Each Claim/Wrongful Act
- $2,000,000 Annual Aggregate
- $1,000,000 Business Interruption
- $1,000,000 Data Recovery
- $500,000 Cyber Extortion Expenses
- $50,000 Cyber Extortion/Ransom Payments
- If written on a claim's made policy, the policy must be maintained for at least two (2) years after the completion of the work and/or contract.

Additional Provisions: Coverage shall include at a minimum:

- Information Security & Privacy Liability
- Regulatory Fines and Penalties
- Payment Card Industry (PCI) – if credit cards and/or Contractoring information is obtained or accessed
- Ransomware

Professional Liability Insurance (Errors & Omissions): Required for all professional service contracts. This shall include any consultants, medical, legal, technical, insurance agents, or other professions that require proper licenses.

- $1,000,000 Each Claim/Wrongful Act
- $2,000,000 General Aggregate
- If written on a claim's made policy, the policy must be maintained for at least two (2) years after the completion of the work and/or contract.

ARTICLE #119 – NO WAIVER

A. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its terms. The representatives of the Parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto.

B. **Solicitation**. The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.

C. **Vehicles and Equipment.** Except for any specified County-owned equipment and vehicles listed herein, Contractor warrants that no Contractor employees, subcontractors or others will operate County-owned vehicles or equipment in the performance of this Contract without express written consent from the County. Contractor shall be responsible for providing all transportation and equipment necessary to deliver the Services under the Contract.

ARTICLE #120 – INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

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

ARTICLE #121 – COMPENSATION

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

ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR

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

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

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

B. **Invoice/Payment**
   1. Contractor shall invoice the County via email each month sent solely to accountspayable@hallcounty.org and only after the County inspects and accepts the Services provided. Receipt of the Services and/or materials does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in *Exhibit C – Cost Proposal Worksheet*.
   2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Each invoice shall include the Contractor's current "Remit to" address, a description of the Services provided, the invoice amount, the Contract number, and the associated PO number issued.
   3. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted. The County does not pay for services not yet received but only in arrears except by written acceptance of pre-payment or deposit.
   4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract, including sales and use taxes.

5. Contractor must submit Applications for Payment (Pay Apps) in accordance with the conditions of the Contract.
6. If monthly progress payments are agreed upon, then County will make such payments upon inspection of services completed by the County's Project Manager. Additionally, the County may employ Engineers of Record.
7. Retainage payments shall be paid by County after final acceptance of work.

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

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

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

F. The Contractor must not factor or assign payments to another entity or a financial institution. The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS

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

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

ARTICLE #124 – RETAINAGE

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

ARTICLE #125 – VENUE AND GOVERNING LAW

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

ARTICLE #126 – NOTICE OF INTENT TO LITIGATE

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

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

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

ARTICLE #128 – ORDER OF PRECEDENCE

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

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

ARTICLE #129 – CONTRACT EXHIBITS AND ATTACHMENTS

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

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

Exhibit F – Ethics Affidavit
Exhibit G – Scored Questions

ARTICLE #130 – SALES TAX EXEMPTION STATUS

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

ARTICLE #131 – HOLD HARMLESS AGREEMENT

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

ARTICLE #132 – NOT A JOINT VENTURE

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

ARTICLE #133 – CONTRACT TERMS AND CONDITIONS

1. All purchases must comply with the Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the terms and conditions herein and the Official Code of Hall County, the latter will govern.
3. The terms and conditions set herein shall supersede and govern over all vendor's terms and conditions or service level agreements.
4. The County retains the right to "red line" sections of the vendor's terms and conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order (PO) and delivery of goods or services shall be deemed as the vendor's full and complete acceptance of the County's terms and conditions.
6. The terms supplier, vendor, bidder, offeror, contractor, consultant, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one and the same, herein denoted as "supplier" for goods and "contractor" for services.
7. The terms goods, materials, commodities, components, drawings, drafts, renderings, plans (physical or digital), software, SaaS, capital asset equipment, vehicles, heavy earth-moving or other equipment (purchased or leased), or other such deliverables are herein denoted as "goods" and shall mean one and the same.

8. "Services" shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning, or otherwise where services are offered for consideration.
9. The County's payment terms are net 30 days (N30) in arrears. The County does not pay for services not yet rendered or goods not received and accepted. The County holds no obligation to goods delivered or services rendered that were not ordered and specified in writing. The vendor shall only deliver goods and services as described on the PO and within the Scope of Work and the vendor's bid response.
10. The vendor shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
11. The vendor shall not construe any verbal consent to purchase goods or services as valid.
12. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or specifications set forth in the PO, contract, or agreement unless mutually agreed in writing by both Parties.
13. The County does not accept automatic contract renewals except for monthly subscription services.
14. The County does not pay deposits towards goods ordered or services not yet rendered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
15. The County will accept back orders only if goods are out of stock and with prior written notice. The vendor shall ship all quantities that it has in stock and hold orders for back orders.
16. The County participates in cooperative purchasing agreements, State of Georgia Statewide Contracts, and other state and local intergovernmental agreements, memorandums of understanding, and other such agreements.
17. For all legalities, the jurisdiction shall be the State of Georgia, County of Hall.
18. Deliveries shall be made to the ship-to address(es) listed on the PO and within the specified time. The vendor must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
19. Risk of loss of the goods shall pass to the County upon inspection and acceptance only. Receipt of goods or services does not constitute acceptance. Title to goods shall remain with the vendor until acceptance by the County.
20. The vendor warrants that its goods and services are merchantable, and it has a legal right to deliver the goods and services and as described herein.
21. The County shall have the right to inspect all goods or services at the time and place of delivery.
22. No right or interest in the contract shall be assigned by the vendor without written permission of the County, and no delegation of any obligation owed or the performance of any obligation by the vendor shall be made without the written permission of the County. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
23. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
24. This issuance of a PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 et seq. of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
25. All goods and services supplied pursuant to a PO shall, unless otherwise noted, conform exactly to all the descriptions, specifications, exhibits, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other solicitations upon which the PO

is based, and the terms, conditions, and specifications of the solicitation are incorporated herein by reference and made a part hereof.

26. All media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials owned by the County shall become and remain County property and shall be delivered to the County upon request.
27. Invoices should be submitted to the County as described in the PO. Each PO number and/or contract number must be shown on each invoice submitted.
28. A PO issued with an attached contract or agreement, the terms and conditions of the attached contract or agreement shall govern in the event of any conflict with these terms and conditions.
29. The vendor may be suspended, terminated, or debarred if it is determined that it has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein. Thus, the vendor certifies that it and any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
30. The vendor certifies that it is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
31. Goods are Free-On-Board (F.O.B.) destination unless otherwise denoted. Freight, shipping, and delivery shall be pre-paid and added to the invoice as a separate line item. The vendor shall charge the County the exact amount of freight, delivery, handling, and insurance charges.
32. The County does not pay late fees nor interest charges.
33. The County is not bound to any minimum or maximum quantity or dollar amount set by the vendor.
34. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.
35. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Contractor's Full Legal Name Below:

Allied Paving Contractors, Inc.

By: _____

Print Name: Bryan Jones

Title: Vice President

ALLIED PAVING CONTRACTORS, INC. CORPORATE SEAL 04 GEORGIA

HALL COUNTY, GEORGIA

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

Date: _____

Sworn to and subscribed before me this

28th Day of May, 2026.

Attestation: _____
Commission Clerk

Notary Public: _____

Notary commission expires: 1-26-2029
[Seal or Stamp]

KRISTI SUN HALL NOTARY PUBLIC JACKSON COUNTY, GEORGIA My Commission Expires 01-26-2029

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

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 #47-004

For the provision of

Demand Services for Resurfacing, Paving & Full Depth Reclamation

ARTICLE #101 – INTRODUCTION

This Contract for Demand Services for Resurfacing, Paving & Full Depth Reclamation (hereinafter "Services") as entered into as of _____ (execution date) is by and between Hall County, Georgia, (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Blount Construction Company, Inc. which is principally located at 1730 Sands Place, Marietta, Georgia 30067. (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
Blair Reynolds
Civil Engineer
Hall County Community Development & Infrastructure
2829 Browns Bridge Rd
Gainesville, GA 30504
breynoldshallcounty.org
Ph: (770) 531-6800

COUNTY ISSUING OFFICER
Julie Dorough
Issuing Officer
Hall County Purchasing Division

2875 Browns Bridge Rd
Gainesville, GA 30504
jdorough@hallcounty.org
Ph: (770) 535-8270

CONTRACTOR'S CONTACT INFORMATION

Contact Name(s): Jason Walker, Vice President

Email Address(es): Jason.Walker@blountconstruction.com

Phone Number(s): (770) 541-7333

Physical Address: 1730 Sands Place

City/State/ZIP: Marietta, Georgia 30067

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

For multi-year contracts, the term will be for five (5) years, with one (1) initial year followed by four (4) one-year renewal options. Renewals are not automatic nor guaranteed.

ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION

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

ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE

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

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

Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable control of and without the fault or negligence of the Contractor. If the Services to be provided to the County are interrupted by a force majeure event, as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due to the Contractor under this Contract. If delay results from a third-party's negligent conduct or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract.

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

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

B. **Obligations Beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to *ARTICLE #108 – TERMINATION PROVISIONS.*

C. **Transition Cooperation with the County and Cooperation with Other Contractors.** Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and reasonable cooperation and assistance to the County to ensure an

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

ARTICLE #108 – TERMINATION PROVISIONS

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

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

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

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

3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

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

E. **Termination due to Failure of Contractor to Act.** The County may terminate the Contract for any of the following reasons effective immediately without advance notice:
   1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
   2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees, have caused, or reasonably could cause, life, health, or safety to be jeopardized.
   3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal, or maliciously incorrect.
   4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in *ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS*.

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

G. **Contractor's Termination Duties.** Upon receipt of a Notice of Termination, the Contractor shall:
   1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of Notice of Termination describing the status of all work under the Contract including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
   2. Immediately cease use and return to the County any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
   3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.
   4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the Notification of Termination and the substitution of any replacement Contractor.
   5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

H. **Liquidated Damages.** In the event that the Contractor unreasonably delays completion of the project as per the term in *ARTICLE #105 – CONTRACT TERM* or abandons the project before completion, the Contractor shall pay the County liquidated damages in the amount of one thousand three hundred five dollars and 50/100 ($1,305.50) per calendar day until substantial completion.

ARTICLE #109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY

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

ARTICLE #110 – ASSIGNMENT AND DELEGATION BY CONTRACTOR

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

ARTICLE #111 – USE OF THIRD PARTIES

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

ARTICLE #112 – ENTIRE CONTRACT

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

ARTICLE #113 – SEVERABILITY

If any paragraph, sub-paragraph, sentence, clause, phrase, or portion of this Contract is declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this Contract as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the remaining portions of this Contract not so held to be invalid or the application of this Contract to other circumstances not so held to be invalid.

ARTICLE #114 – RECORDS

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

ARTICLE #115 – ADDITIONAL TERMS AND CONDITIONS

The County shall not be bound by any terms and conditions included in any Contractor's sales orders, literature, packaging, invoice, catalog, brochure, technical data sheet, on-line

representation, warranties or service level agreements, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

ARTICLE #116 – WAIVER

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

ARTICLE #117 – CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS

A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment, chemical, material, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County as quickly as possible. In the event of such replacement, Contractor shall (i) notify County of any resulting replacement, (ii) introduce an individual serving as a replacement to County, and/or (iii) provide County with a résumé and any other information regarding an individual that may be reasonably requested by County.
B. The County has the right to require the Contractor to reassign or remove any employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is not suitable. The County's decision shall be final, and Contractor will remove the employee immediately and replace with a person of at least equivalent training, experience, and requisite qualifications as quickly as possible, subject to the County's approval.
C. Contractor agrees to obtain prior written approval from the County for the use of subcontractors to provide the Services described in Scope of Work prior to subcontractors' performance of work. Such non-disclosure of subcontractors may result in non-payment for Services.

ARTICLE #118 – INSURANCE REQUIREMENTS

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

Workers' Compensation Insurance: Required for all contracts.

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

Additional Provisions:

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

General Liability Insurance: Required for all service contracts.

- $2,000,000 General Aggregate
- $2,000,000 Products & Completed Operations Aggregate
- $1,000,000 Each Occurrence
- $1,000,000 Personal & Advertising Injury
- $500,000 Damages to Premises/Fire/Legal
- $5,000 Medical Payments

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

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

Additional Provisions:

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

Umbrella Liability Insurance: Required for all contracts.
$1,000,000 per Occurrence

Additional Provisions: Required for all contracts.

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

Crime Insurance: Required for all contracts involving any use, care, custody, or control of any cash, money, securities, and/or wire transfers.

- $1,000,000 Employee Dishonesty
- $1,000,000 Funds Transfer Fraud
- $100,000 Money & Securities
- $1,000,000 Computer Crime
- $100,000 Social Engineering or its equivalent

Cyber Insurance: Required for all software, computer hardware installation, data access, data integrations, data usage, cloud storage, SaaS, and or technology related contracts.

- $1,000,000 Each Claim/Wrongful Act
- $2,000,000 Annual Aggregate
- $1,000,000 Business Interruption
- $1,000,000 Data Recovery
- $500,000 Cyber Extortion Expenses
- $50,000 Cyber Extortion/Ransom Payments
- If written on a claim's made policy, the policy must be maintained for at least two (2) years after the completion of the work and/or contract.

Additional Provisions: Coverage shall include at a minimum:

- Information Security & Privacy Liability
- Regulatory Fines and Penalties
- Payment Card Industry (PCI) – if credit cards and/or Contractoring information is obtained or accessed
- Ransomware

Professional Liability Insurance (Errors & Omissions): Required for all professional service contracts. This shall include any consultants, medical, legal, technical, insurance agents, or other professions that require proper licenses.

- $1,000,000 Each Claim/Wrongful Act
- $2,000,000 General Aggregate
- If written on a claim's made policy, the policy must be maintained for at least two (2) years after the completion of the work and/or contract.

ARTICLE #119 – NO WAIVER

A. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its terms. The representatives of the Parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto.

B. **Solicitation**. The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.

C. **Vehicles and Equipment.** Except for any specified County-owned equipment and vehicles listed herein, Contractor warrants that no Contractor employees, subcontractors or others will operate County-owned vehicles or equipment in the performance of this Contract without express written consent from the County. Contractor shall be responsible for providing all transportation and equipment necessary to deliver the Services under the Contract.

ARTICLE #120 – INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

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

ARTICLE #121 – COMPENSATION

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

ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR

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

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

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

B. **Invoice/Payment**
   1. Contractor shall invoice the County via email each month sent solely to accountspayable@hallcounty.org and only after the County inspects and accepts the Services provided. Receipt of the Services and/or materials does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in *Exhibit C – Cost Proposal Worksheet*.
   2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Each invoice shall include the Contractor's current "Remit to" address, a description of the Services provided, the invoice amount, the Contract number, and the associated PO number issued.
   3. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted. The County does not pay for services not yet received but only in arrears except by written acceptance of pre-payment or deposit.
   4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract, including sales and use taxes.

5. Contractor must submit Applications for Payment (Pay Apps) in accordance with the conditions of the Contract.
6. If monthly progress payments are agreed upon, then County will make such payments upon inspection of services completed by the County's Project Manager. Additionally, the County may employ Engineers of Record.
7. Retainage payments shall be paid by County after final acceptance of work.

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

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

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

F. The Contractor must not factor or assign payments to another entity or a financial institution. The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS

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

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

ARTICLE #124 – RETAINAGE

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

ARTICLE #125 – VENUE AND GOVERNING LAW

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

ARTICLE #126 – NOTICE OF INTENT TO LITIGATE

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

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

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

ARTICLE #128 – ORDER OF PRECEDENCE

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

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

ARTICLE #129 – CONTRACT EXHIBITS AND ATTACHMENTS

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

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

Exhibit F – Ethics Affidavit
Exhibit G – Scored Questions

ARTICLE #130 – SALES TAX EXEMPTION STATUS

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

ARTICLE #131 – HOLD HARMLESS AGREEMENT

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

ARTICLE #132 – NOT A JOINT VENTURE

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

ARTICLE #133 – CONTRACT TERMS AND CONDITIONS

1. All purchases must comply with the Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the terms and conditions herein and the Official Code of Hall County, the latter will govern.
3. The terms and conditions set herein shall supersede and govern over all vendor's terms and conditions or service level agreements.
4. The County retains the right to "red line" sections of the vendor's terms and conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order (PO) and delivery of goods or services shall be deemed as the vendor's full and complete acceptance of the County's terms and conditions.
6. The terms supplier, vendor, bidder, offeror, contractor, consultant, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one and the same, herein denoted as "supplier" for goods and "contractor" for services.
7. The terms goods, materials, commodities, components, drawings, drafts, renderings, plans (physical or digital), software, SaaS, capital asset equipment, vehicles, heavy earth-moving or other equipment (purchased or leased), or other such deliverables are herein denoted as "goods" and shall mean one and the same.

8. "Services" shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning, or otherwise where services are offered for consideration.
9. The County's payment terms are net 30 days (N30) in arrears. The County does not pay for services not yet rendered or goods not received and accepted. The County holds no obligation to goods delivered or services rendered that were not ordered and specified in writing. The vendor shall only deliver goods and services as described on the PO and within the Scope of Work and the vendor's bid response.
10. The vendor shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
11. The vendor shall not construe any verbal consent to purchase goods or services as valid.
12. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or specifications set forth in the PO, contract, or agreement unless mutually agreed in writing by both Parties.
13. The County does not accept automatic contract renewals except for monthly subscription services.
14. The County does not pay deposits towards goods ordered or services not yet rendered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
15. The County will accept back orders only if goods are out of stock and with prior written notice. The vendor shall ship all quantities that it has in stock and hold orders for back orders.
16. The County participates in cooperative purchasing agreements, State of Georgia Statewide Contracts, and other state and local intergovernmental agreements, memorandums of understanding, and other such agreements.
17. For all legalities, the jurisdiction shall be the State of Georgia, County of Hall.
18. Deliveries shall be made to the ship-to address(es) listed on the PO and within the specified time. The vendor must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
19. Risk of loss of the goods shall pass to the County upon inspection and acceptance only. Receipt of goods or services does not constitute acceptance. Title to goods shall remain with the vendor until acceptance by the County.
20. The vendor warrants that its goods and services are merchantable, and it has a legal right to deliver the goods and services and as described herein.
21. The County shall have the right to inspect all goods or services at the time and place of delivery.
22. No right or interest in the contract shall be assigned by the vendor without written permission of the County, and no delegation of any obligation owed or the performance of any obligation by the vendor shall be made without the written permission of the County. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
23. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
24. This issuance of a PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 et seq. of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
25. All goods and services supplied pursuant to a PO shall, unless otherwise noted, conform exactly to all the descriptions, specifications, exhibits, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other solicitations upon which the PO

is based, and the terms, conditions, and specifications of the solicitation are incorporated herein by reference and made a part hereof.

26. All media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials owned by the County shall become and remain County property and shall be delivered to the County upon request.
27. Invoices should be submitted to the County as described in the PO. Each PO number and/or contract number must be shown on each invoice submitted.
28. A PO issued with an attached contract or agreement, the terms and conditions of the attached contract or agreement shall govern in the event of any conflict with these terms and conditions.
29. The vendor may be suspended, terminated, or debarred if it is determined that it has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein. Thus, the vendor certifies that it and any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
30. The vendor certifies that it is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
31. Goods are Free-On-Board (F.O.B.) destination unless otherwise denoted. Freight, shipping, and delivery shall be pre-paid and added to the invoice as a separate line item. The vendor shall charge the County the exact amount of freight, delivery, handling, and insurance charges.
32. The County does not pay late fees nor interest charges.
33. The County is not bound to any minimum or maximum quantity or dollar amount set by the vendor.
34. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.
35. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Contractor's Full Legal Name Below:

Blount Construction Company, Inc.

By: _____

Print Name: Jason Walker

Title: Vice President

Sworn to and subscribed before me this

28 Day of May 2029

Notary Public: _____

Notary commission expires: 9-16-2029

[Seal or Stamp]

BLOUNT CONSTRUCTION CO., INC. CORPORATE SEAL 1946 GEORGIA

KELLEY M PAYNE NOTARY PUBLIC CHEROKEE COUNTY EXPIRES GEORGIA 09-16-2029

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 #47-004

For the provision of

Demand Services for Resurfacing, Paving & Full Depth Reclamation

ARTICLE #101 – INTRODUCTION

This Contract for Demand Services for Resurfacing, Paving & Full Depth Reclamation (hereinafter "Services") as entered into as of _____ (execution date) is by and between Hall County, Georgia, (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and _C.W. MATTHEWS CONTRACTING CO., INC._ which is principally located at _1600 Kenview Drive, Marietta, Georgia 30060_. (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
Blair Reynolds
Civil Engineer
Hall County Community Development & Infrastructure
2829 Browns Bridge Rd
Gainesville, GA 30504
breynoldshallcounty.org
Ph: (770) 531-6800

COUNTY ISSUING OFFICER
Julie Dorough
Issuing Officer
Hall County Purchasing Division

2875 Browns Bridge Rd
Gainesville, GA 30504
jdorough@hallcounty.org
Ph: (770) 535-8270

CONTRACTOR'S CONTACT INFORMATION

Contact Name(s): Michael Kleuckling, Vice President

Email Address(es): mikek@cwmatthews.com

Phone Number(s): (770) 422-7520

Physical Address: 1600 Kenview Drive

City/State/ZIP: Marietta, Georgia 30060

REMIT TO ADDRESS (if different): P.O. Drawer 970
Marietta, Georgia 30061

C.W. MATTHEWS CONTRACTING CO. INC. MARIETTA GA CORPORATE SEAL

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

For multi-year contracts, the term will be for five (5) years, with one (1) initial year followed by four (4) one-year renewal options. Renewals are not automatic nor guaranteed.

ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION

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

ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE

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

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

Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable control of and without the fault or negligence of the Contractor. If the Services to be provided to the County are interrupted by a force majeure event, as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due to the Contractor under this Contract. If delay results from a third-party's negligent conduct or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract.

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

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

B. **Obligations Beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to *ARTICLE #108 – TERMINATION PROVISIONS.*

C. **Transition Cooperation with the County and Cooperation with Other Contractors.** Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and reasonable cooperation and assistance to the County to ensure an

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

ARTICLE #108 – TERMINATION PROVISIONS

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

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

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

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

3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

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

E. **Termination due to Failure of Contractor to Act.** The County may terminate the Contract for any of the following reasons effective immediately without advance notice:
   1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
   2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees, have caused, or reasonably could cause, life, health, or safety to be jeopardized.
   3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal, or maliciously incorrect.
   4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in *ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS.*

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

G. **Contractor's Termination Duties.** Upon receipt of a Notice of Termination, the Contractor shall:
   1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of Notice of Termination describing the status of all work under the Contract including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
   2. Immediately cease use and return to the County any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
   3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.
   4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the Notification of Termination and the substitution of any replacement Contractor.
   5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

H. **Liquidated Damages.** In the event that the Contractor unreasonably delays completion of the project as per the term in *ARTICLE #105 – CONTRACT TERM* or abandons the project before completion, the Contractor shall pay the County liquidated damages in the amount of one thousand three hundred five dollars and 50/100 ($1,305.50) per calendar day until substantial completion.

ARTICLE #109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY

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

ARTICLE #110 – ASSIGNMENT AND DELEGATION BY CONTRACTOR

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

ARTICLE #111 – USE OF THIRD PARTIES

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

ARTICLE #112 – ENTIRE CONTRACT

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

ARTICLE #113 – SEVERABILITY

If any paragraph, sub-paragraph, sentence, clause, phrase, or portion of this Contract is declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this Contract as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the remaining portions of this Contract not so held to be invalid or the application of this Contract to other circumstances not so held to be invalid.

ARTICLE #114 – RECORDS

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

ARTICLE #115 – ADDITIONAL TERMS AND CONDITIONS

The County shall not be bound by any terms and conditions included in any Contractor's sales orders, literature, packaging, invoice, catalog, brochure, technical data sheet, on-line

representation, warranties or service level agreements, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

ARTICLE #116 – WAIVER

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

ARTICLE #117 – CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS

A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment, chemical, material, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County as quickly as possible. In the event of such replacement, Contractor shall (i) notify County of any resulting replacement, (ii) introduce an individual serving as a replacement to County, and/or (iii) provide County with a résumé and any other information regarding an individual that may be reasonably requested by County.
B. The County has the right to require the Contractor to reassign or remove any employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is not suitable. The County's decision shall be final, and Contractor will remove the employee immediately and replace with a person of at least equivalent training, experience, and requisite qualifications as quickly as possible, subject to the County's approval.
C. Contractor agrees to obtain prior written approval from the County for the use of subcontractors to provide the Services described in Scope of Work prior to subcontractors' performance of work. Such non-disclosure of subcontractors may result in non-payment for Services.

ARTICLE #118 – INSURANCE REQUIREMENTS

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

Workers' Compensation Insurance: Required for all contracts.

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

Additional Provisions:

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

General Liability Insurance: Required for all service contracts.

- $2,000,000 General Aggregate
- $2,000,000 Products & Completed Operations Aggregate
- $1,000,000 Each Occurrence
- $1,000,000 Personal & Advertising Injury
- $500,000 Damages to Premises/Fire/Legal
- $5,000 Medical Payments

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

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

Additional Provisions:

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

Umbrella Liability Insurance: Required for all contracts.
$1,000,000 per Occurrence

Additional Provisions: Required for all contracts.

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

Crime Insurance: Required for all contracts involving any use, care, custody, or control of any cash, money, securities, and/or wire transfers.

- $1,000,000 Employee Dishonesty
- $1,000,000 Funds Transfer Fraud
- $100,000 Money & Securities
- $1,000,000 Computer Crime
- $100,000 Social Engineering or its equivalent

Cyber Insurance: Required for all software, computer hardware installation, data access, data integrations, data usage, cloud storage, SaaS, and or technology related contracts.

- $1,000,000 Each Claim/Wrongful Act
- $2,000,000 Annual Aggregate
- $1,000,000 Business Interruption
- $1,000,000 Data Recovery
- $500,000 Cyber Extortion Expenses
- $50,000 Cyber Extortion/Ransom Payments
- If written on a claim's made policy, the policy must be maintained for at least two (2) years after the completion of the work and/or contract.

Additional Provisions: Coverage shall include at a minimum:

- Information Security & Privacy Liability
- Regulatory Fines and Penalties
- Payment Card Industry (PCI) – if credit cards and/or Contractoring information is obtained or accessed
- Ransomware

Professional Liability Insurance (Errors & Omissions): Required for all professional service contracts. This shall include any consultants, medical, legal, technical, insurance agents, or other professions that require proper licenses.

- $1,000,000 Each Claim/Wrongful Act
- $2,000,000 General Aggregate
- If written on a claim's made policy, the policy must be maintained for at least two (2) years after the completion of the work and/or contract.

ARTICLE #119 – NO WAIVER

A. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its terms. The representatives of the Parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto.

B. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.

C. **Vehicles and Equipment.** Except for any specified County-owned equipment and vehicles listed herein, Contractor warrants that no Contractor employees, subcontractors or others will operate County-owned vehicles or equipment in the performance of this Contract without express written consent from the County. Contractor shall be responsible for providing all transportation and equipment necessary to deliver the Services under the Contract.

ARTICLE #120 – INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

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

ARTICLE #121 – COMPENSATION

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

ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR

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

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

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

B. **Invoice/Payment**
   1. Contractor shall invoice the County via email each month sent solely to accountspayable@hallcounty.org and only after the County inspects and accepts the Services provided. Receipt of the Services and/or materials does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in *Exhibit C – Cost Proposal Worksheet*.
   2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Each invoice shall include the Contractor's current "Remit to" address, a description of the Services provided, the invoice amount, the Contract number, and the associated PO number issued.
   3. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted. The County does not pay for services not yet received but only in arrears except by written acceptance of pre-payment or deposit.
   4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract, including sales and use taxes.

5. Contractor must submit Applications for Payment (Pay Apps) in accordance with the conditions of the Contract.
6. If monthly progress payments are agreed upon, then County will make such payments upon inspection of services completed by the County's Project Manager. Additionally, the County may employ Engineers of Record.
7. Retainage payments shall be paid by County after final acceptance of work.

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

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

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

F. The Contractor must not factor or assign payments to another entity or a financial institution. The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS

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

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

ARTICLE #124 – RETAINAGE

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

ARTICLE #125 – VENUE AND GOVERNING LAW

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

ARTICLE #126 – NOTICE OF INTENT TO LITIGATE

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

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

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

ARTICLE #128 – ORDER OF PRECEDENCE

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

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

ARTICLE #129 – CONTRACT EXHIBITS AND ATTACHMENTS

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

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

Exhibit F – Ethics Affidavit
Exhibit G – Scored Questions

ARTICLE #130 – SALES TAX EXEMPTION STATUS

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

ARTICLE #131 – HOLD HARMLESS AGREEMENT

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

ARTICLE #132 – NOT A JOINT VENTURE

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

ARTICLE #133 – CONTRACT TERMS AND CONDITIONS

1. All purchases must comply with the Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the terms and conditions herein and the Official Code of Hall County, the latter will govern.
3. The terms and conditions set herein shall supersede and govern over all vendor's terms and conditions or service level agreements.
4. The County retains the right to "red line" sections of the vendor's terms and conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order (PO) and delivery of goods or services shall be deemed as the vendor's full and complete acceptance of the County's terms and conditions.
6. The terms supplier, vendor, bidder, offeror, contractor, consultant, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one and the same, herein denoted as "supplier" for goods and "contractor" for services.
7. The terms goods, materials, commodities, components, drawings, drafts, renderings, plans (physical or digital), software, SaaS, capital asset equipment, vehicles, heavy earth-moving or other equipment (purchased or leased), or other such deliverables are herein denoted as "goods" and shall mean one and the same.

8. "Services" shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning, or otherwise where services are offered for consideration.
9. The County's payment terms are net 30 days (N30) in arrears. The County does not pay for services not yet rendered or goods not received and accepted. The County holds no obligation to goods delivered or services rendered that were not ordered and specified in writing. The vendor shall only deliver goods and services as described on the PO and within the Scope of Work and the vendor's bid response.
10. The vendor shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
11. The vendor shall not construe any verbal consent to purchase goods or services as valid.
12. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or specifications set forth in the PO, contract, or agreement unless mutually agreed in writing by both Parties.
13. The County does not accept automatic contract renewals except for monthly subscription services.
14. The County does not pay deposits towards goods ordered or services not yet rendered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
15. The County will accept back orders only if goods are out of stock and with prior written notice. The vendor shall ship all quantities that it has in stock and hold orders for back orders.
16. The County participates in cooperative purchasing agreements, State of Georgia Statewide Contracts, and other state and local intergovernmental agreements, memorandums of understanding, and other such agreements.
17. For all legalities, the jurisdiction shall be the State of Georgia, County of Hall.
18. Deliveries shall be made to the ship-to address(es) listed on the PO and within the specified time. The vendor must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
19. Risk of loss of the goods shall pass to the County upon inspection and acceptance only. Receipt of goods or services does not constitute acceptance. Title to goods shall remain with the vendor until acceptance by the County.
20. The vendor warrants that its goods and services are merchantable, and it has a legal right to deliver the goods and services and as described herein.
21. The County shall have the right to inspect all goods or services at the time and place of delivery.
22. No right or interest in the contract shall be assigned by the vendor without written permission of the County, and no delegation of any obligation owed or the performance of any obligation by the vendor shall be made without the written permission of the County. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
23. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
24. This issuance of a PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 et seq. of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
25. All goods and services supplied pursuant to a PO shall, unless otherwise noted, conform exactly to all the descriptions, specifications, exhibits, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other solicitations upon which the PO

is based, and the terms, conditions, and specifications of the solicitation are incorporated herein by reference and made a part hereof.

26. All media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials owned by the County shall become and remain County property and shall be delivered to the County upon request.
27. Invoices should be submitted to the County as described in the PO. Each PO number and/or contract number must be shown on each invoice submitted.
28. A PO issued with an attached contract or agreement, the terms and conditions of the attached contract or agreement shall govern in the event of any conflict with these terms and conditions.
29. The vendor may be suspended, terminated, or debarred if it is determined that it has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein. Thus, the vendor certifies that it and any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
30. The vendor certifies that it is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
31. Goods are Free-On-Board (F.O.B.) destination unless otherwise denoted. Freight, shipping, and delivery shall be pre-paid and added to the invoice as a separate line item. The vendor shall charge the County the exact amount of freight, delivery, handling, and insurance charges.
32. The County does not pay late fees nor interest charges.
33. The County is not bound to any minimum or maximum quantity or dollar amount set by the vendor.
34. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.
35. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Contractor's Full Legal Name Below:

C.W. MATTHEWS CONTRACTING CO., INC.

By: _____

Print Name: Michael Kleuckling

Title: Vice President

C.W. MATTHEWS CONTRACTING CO. INC. MARIETTA GA CORPORATE SEAL

Sworn to and subscribed before me this

28th Day of May, 2026.

Notary Public: _____
Katherine Mitchell

Notary commission expires: April 25, 2029

[Seal or Stamp]

KATHERINE MITCHELL NOTARY PUBLIC CHEROKEE COUNTY, GEORGIA MY COMMISSION EXPIRES APRIL 25, 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 #47-004

For the provision of

Demand Services for Resurfacing, Paving & Full Depth Reclamation

ARTICLE #101 – INTRODUCTION

This Contract for Demand Services for Resurfacing, Paving & Full Depth Reclamation (hereinafter "Services") as entered into as of _____ (execution date) is by and between Hall County, Georgia, (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and PITTMAN CONSTRUCTION COMPANY which is principally located at 1487 Farmer Road Conyer GA 30012. (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
Blair Reynolds
Civil Engineer
Hall County Community Development & Infrastructure
2829 Browns Bridge Rd
Gainesville, GA 30504
breynoldshallcounty.org
Ph: (770) 531-6800

COUNTY ISSUING OFFICER
Julie Dorough
Issuing Officer
Hall County Purchasing Division

2875 Browns Bridge Rd
Gainesville, GA 30504
jdorough@hallcounty.org
Ph: (770) 535-8270

CONTRACTOR'S CONTACT INFORMATION

Contact Name(s): Louie A Pittman III, President
Philip B Thompson, Vice President, Matthew Baker, Vice President
Email Address(es): apittman@pittman-construction.com
Phone Number(s): 770-922-8660
Physical Address: 1487 Farmer Road Conyers GA 30012
City/State/ZIP: Conyers GA 30012
REMIT TO ADDRESS (if different): P.O. Box 155
Conyers GA 30012

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

For multi-year contracts, the term will be for five (5) years, with one (1) initial year followed by four (4) one-year renewal options. Renewals are not automatic nor guaranteed.

ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION

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

ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE

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

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

Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable control of and without the fault or negligence of the Contractor. If the Services to be provided to the County are interrupted by a force majeure event, as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due to the Contractor under this Contract. If delay results from a third-party's negligent conduct or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract.

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

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

B. **Obligations Beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to *ARTICLE #108 – TERMINATION PROVISIONS*.

C. **Transition Cooperation with the County and Cooperation with Other Contractors.** Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and reasonable cooperation and assistance to the County to ensure an

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

ARTICLE #108 – TERMINATION PROVISIONS

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

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

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

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

3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

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

E. **Termination due to Failure of Contractor to Act.** The County may terminate the Contract for any of the following reasons effective immediately without advance notice:
   1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
   2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees, have caused, or reasonably could cause, life, health, or safety to be jeopardized.
   3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal, or maliciously incorrect.
   4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in *ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS.*

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

G. **Contractor's Termination Duties.** Upon receipt of a Notice of Termination, the Contractor shall:
   1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of Notice of Termination describing the status of all work under the Contract including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
   2. Immediately cease use and return to the County any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
   3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.
   4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the Notification of Termination and the substitution of any replacement Contractor.
   5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

H. **Liquidated Damages.** In the event that the Contractor unreasonably delays completion of the project as per the term in *ARTICLE #105 – CONTRACT TERM* or abandons the project before completion, the Contractor shall pay the County liquidated damages in the amount of one thousand three hundred five dollars and 50/100 ($1,305.50) per calendar day until substantial completion.

ARTICLE #109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY

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

ARTICLE #110 – ASSIGNMENT AND DELEGATION BY CONTRACTOR

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

ARTICLE #111 – USE OF THIRD PARTIES

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

ARTICLE #112 – ENTIRE CONTRACT

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

ARTICLE #113 – SEVERABILITY

If any paragraph, sub-paragraph, sentence, clause, phrase, or portion of this Contract is declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this Contract as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the remaining portions of this Contract not so held to be invalid or the application of this Contract to other circumstances not so held to be invalid.

ARTICLE #114 – RECORDS

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

ARTICLE #115 – ADDITIONAL TERMS AND CONDITIONS

The County shall not be bound by any terms and conditions included in any Contractor's sales orders, literature, packaging, invoice, catalog, brochure, technical data sheet, on-line

representation, warranties or service level agreements, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

ARTICLE #116 – WAIVER

The failure of any Party hereto to seek a remedy for any alleged breach of this Contract shall not constitute a waiver of any claim, cause of action, or remedy allowed by Georgia law for breach thereof.

ARTICLE #117 – CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS

A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment, chemical, material, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County as quickly as possible. In the event of such replacement, Contractor shall (i) notify County of any resulting replacement, (ii) introduce an individual serving as a replacement to County, and/or (iii) provide County with a résumé and any other information regarding an individual that may be reasonably requested by County.
B. The County has the right to require the Contractor to reassign or remove any employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is not suitable. The County's decision shall be final, and Contractor will remove the employee immediately and replace with a person of at least equivalent training, experience, and requisite qualifications as quickly as possible, subject to the County's approval.
C. Contractor agrees to obtain prior written approval from the County for the use of subcontractors to provide the Services described in Scope of Work prior to subcontractors' performance of work. Such non-disclosure of subcontractors may result in non-payment for Services.

ARTICLE #118 – INSURANCE REQUIREMENTS

The Contractor must procure and maintain insurance policies at the Contractor's own expense and must furnish the County with a certificate of insurance (COI) providing evidence of proof of coverage at least in the amounts indicated in this subsection. The COI must list "Hall County, Georgia" as the certificate holder and as an additional insured under the commercial general, automobile, and umbrella liability policies as follows: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein throughout the duration of the Contract. The Contractor must maintain the following insurance coverage during the term of the Contract, in at least the minimum amounts set forth below, to cover all loss and liability for damages or destruction of property caused by or arising from any and all services carried on and any and all work performed by the Contractor pursuant to this Contract:

Workers' Compensation Insurance: Required for all contracts.

- $500,000 Bodily Injury by Accident – Each Accident
- $500,000 Bodily Injury by Disease – Each Disease
- $500,000 Bodily Injury by Disease – Each Employee

Additional Provisions:

Waiver of Subrogation. The insurer agrees to waive all rights of subrogation against Hall County Board of Commissioners (BOC), its elected or appointed officers, officials, agents, authorized volunteers, and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for Hall County BOC. This provision applies regardless of whether or not Hall County BOC has received a waiver of subrogation from the insurer.

General Liability Insurance: Required for all service contracts.

- $2,000,000 General Aggregate
- $2,000,000 Products & Completed Operations Aggregate
- $1,000,000 Each Occurrence
- $1,000,000 Personal & Advertising Injury
- $500,000 Damages to Premises/Fire/Legal
- $5,000 Medical Payments

Commercial Auto Liability Insurance: Required for all service contracts, except for goods and/or services that are remote in nature and/or are delivered by a professional delivery service.

- $1,000,000 Combined Single Limit Or $500,000 per Person/$1,000,000 per Occurrence
- $100,000 Property Damage
- $1,000 for Medical Payments (no fault coverage)

Additional Provisions:

- Uninsured motorist's coverage should be equal to the per occurrence limit except for contracts with other governmental entities.
- Coverage shall be included for any owned, leased, hired, or non-owned autos.
- For any contracts involving the transportation of hazardous materials, limited pollution endorsement ISO form CA9948 or its equivalent shall be on the policy.

Umbrella Liability Insurance: Required for all contracts.
$1,000,000 per Occurrence

Additional Provisions: Required for all contracts.

- Underlying coverage shall be General Liability, Automobile Liability, and Employers Liability (Workers Compensation).
- Minimum limit of $5,000,000 per occurrence for all contracts over $1,000,000 or involving any special risks or high hazard activities.
- Minimum limit of $5,000,000 for automobile coverage for any transportation contracts involving seniors, special education, transit services, students, or youths.
- Concurrent policy dates with primary liability policies except for workers compensation.

Crime Insurance: Required for all contracts involving any use, care, custody, or control of any cash, money, securities, and/or wire transfers.

- $1,000,000 Employee Dishonesty
- $1,000,000 Funds Transfer Fraud
- $100,000 Money & Securities
- $1,000,000 Computer Crime
- $100,000 Social Engineering or its equivalent

Cyber Insurance: Required for all software, computer hardware installation, data access, data integrations, data usage, cloud storage, SaaS, and or technology related contracts.

- $1,000,000 Each Claim/Wrongful Act
- $2,000,000 Annual Aggregate
- $1,000,000 Business Interruption
- $1,000,000 Data Recovery
- $500,000 Cyber Extortion Expenses
- $50,000 Cyber Extortion/Ransom Payments
- If written on a claim's made policy, the policy must be maintained for at least two (2) years after the completion of the work and/or contract.

Additional Provisions: Coverage shall include at a minimum:

- Information Security & Privacy Liability
- Regulatory Fines and Penalties
- Payment Card Industry (PCI) – if credit cards and/or Contractoring information is obtained or accessed
- Ransomware

Professional Liability Insurance (Errors & Omissions): Required for all professional service contracts. This shall include any consultants, medical, legal, technical, insurance agents, or other professions that require proper licenses.

- $1,000,000 Each Claim/Wrongful Act
- $2,000,000 General Aggregate
- If written on a claim's made policy, the policy must be maintained for at least two (2) years after the completion of the work and/or contract.

ARTICLE #119 – NO WAIVER

A. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its terms. The representatives of the Parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto.

B. **Solicitation**. The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.

C. **Vehicles and Equipment.** Except for any specified County-owned equipment and vehicles listed herein, Contractor warrants that no Contractor employees, subcontractors or others will operate County-owned vehicles or equipment in the performance of this Contract without express written consent from the County. Contractor shall be responsible for providing all transportation and equipment necessary to deliver the Services under the Contract.

ARTICLE #120 – INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

The Contractor agrees it will not use the name or any intellectual property, including but not limited to, County trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the County.

ARTICLE #121 – COMPENSATION

A. The County will pay the Contractor for the Services provided pursuant to this Contract and in accordance with the prices quoted and conditions set forth in the Bidder's response on *Exhibit C – Cost Proposal Worksheet*, which is attached hereto and incorporated into this Contract as if fully set forth herein. Payments will be made monthly in arrears to the Contractor after acceptance of the Contractor's delivered Services by the County, and after receiving receipt of undisputed invoice to the County.
B. Prices quoted shall be firm and fixed throughout the term of this Contract, unless otherwise amended or modified by mutual agreement.
C. Cost may be prorated for Services added or removed under this Contract to align cost with the remaining term of Contract.
D. It is understood that this bid or proposal is made without collusion or fraud. Contractor understands and acknowledges that collusive bidding is a violation of state and federal law and may result in the cancellation of the Contract.

ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR

A. Upon Contract Execution, the County will issue a Notice to Proceed (NTP) and a Purchase Order (PO) to the Contractor. The terms of this Contract shall be incorporated by reference into any PO issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO by electronic mail (e-mail) to the Contractor's representative in *ARTICLE #103 – NOTICES*.

   The Contractor shall not deliver any Services, equipment, devices, or components thereof until authorized in writing by the County. Any work including, but not limited to, travel, preliminary meetings, planning, etc. performed outside of the terms and conditions of and before the issuance of a NTP will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

   The Scope of Services shall remain in effect from the NTP date to substantial completion of the project. The Parties agree that the County will not pay or otherwise compensate the Contractor for any services, labor, materials, equipment, devices, or components thereof outside of the Scope of Work and/or beyond the term of this Contract, unless specifically authorized in writing as evidenced by an amendment pursuant to *ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION*, a time extension letter, or as otherwise authorized by the County.

B. **Invoice/Payment**
   1. Contractor shall invoice the County via email each month sent solely to accountspayable@hallcounty.org and only after the County inspects and accepts the Services provided. Receipt of the Services and/or materials does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in *Exhibit C – Cost Proposal Worksheet*.
   2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Each invoice shall include the Contractor's current "Remit to" address, a description of the Services provided, the invoice amount, the Contract number, and the associated PO number issued.
   3. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted. The County does not pay for services not yet received but only in arrears except by written acceptance of pre-payment or deposit.
   4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract, including sales and use taxes.

5. Contractor must submit Applications for Payment (Pay Apps) in accordance with the conditions of the Contract.
6. If monthly progress payments are agreed upon, then County will make such payments upon inspection of services completed by the County's Project Manager. Additionally, the County may employ Engineers of Record.
7. Retainage payments shall be paid by County after final acceptance of work.

C. **Unsatisfactory Performance/Delay of Payment**
   1. If the County determines that the quality of the Services provided are deficient, unacceptable, or unsatisfactory the County's Project Manager identified in *ARTICLE #103 – NOTICES* shall issue a written Notice to Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency or deficiencies within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency or deficiencies, the County reserves the right to delay or deny payment pursuant to this *ARTICLE* or terminate the Contract pursuant to *ARTICLE #108 – TERMINATION PROVISIONS.*
   2. **Delay of Payment Due to Contractor's Failure.** If the County determines that the Contractor has failed to perform or deliver any Services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such Services are delivered and accepted. In this event, the County may withhold that portion of the Contractor's compensation, which represents payment for Services that were not delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the County to incur costs, the County may deduct the amount of such incurred costs as liquidated damages from any amounts payable to Contractor. The County's authority to deduct such incurred costs shall not in any way affect the County's authority to terminate the Contract.

D. **Set-Off Against Sums Owed by the Contractor.** If the Contractor owes the County any sum under the terms of this Contract, pursuant to any judgment or pursuant to any law, the County may set off the sum owed by the Contractor against any sum owed to the Contractor, in the County's sole discretion.

E. **Final Payment.** The Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.

F. The Contractor must not factor or assign payments to another entity or a financial institution. The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS

The Contractor must furnish to the County both a performance and a payment bond, both equal to one hundred percent (100%) of the Contract's total awarded dollar amount. The County will only issue a Notice to Proceed after the bonds are received. Only surety companies licensed to do business in the State of Georgia are acceptable. The Contractor is required to provide new bonds at the issuance of each renewal option term(s) or extension(s) that may follow.

The Contractor must provide all required bonding instruments to the County prior to the commencement of any work. The County will consider any work done prior to the receipt of bonding instruments as null and void and thus not eligible for compensation.

ARTICLE #124 – RETAINAGE

The County will retain and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage throughout the entire project and will release said retainage at the point of completion and final acceptance by the County.

ARTICLE #125 – VENUE AND GOVERNING LAW

The Parties agree that this Contract shall be interpreted, construed, and enforced in accordance with the laws of the State of Georgia. Should either party bring a legal suit to enforce the terms of this Contract, including suit in equity, the Parties agree and consent to file any such suit in the Superior Court of Hall County, Georgia.

ARTICLE #126 – NOTICE OF INTENT TO LITIGATE

Contractor hereby agrees not to file any civil action of disputes or claims relating to the Contract except after first giving thirty (30) days written notice to the County of the claim and the intent to initiate a civil action.

ARTICLE #127 – GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (E-Verify)

A. By signing this Contract, the Contractor certifies that prior to and throughout the performance of all applicable work under this Contract it will remain in full compliance with all federal and state immigration laws including, but not limited to, 8 U.S.C. § 1324a and the Georgia Security and Immigration Compliance Act (O.C.G.A. §13-10-90 et seq.), as amended by the Illegal Immigration Reform and Enforcement Act of 2011 regarding the verification of employment eligibility of employees under the Immigration Reform and Control Act of 1986. Contractor will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this Contract or any subcontract or sub-subcontract hereunder.
B. Contractor further certifies its compliance with the aforementioned federal and state immigration laws set forth by signing a sworn affidavit, the Georgia Security and Immigration Compliance Act Affidavit (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference providing services pursuant to this Contract.

ARTICLE #128 – ORDER OF PRECEDENCE

In the event of any inconsistency, ambiguity, or conflict among the specific provisions of the Contract and the Contractor's response, the order of precedence shall be as follows:

1. Any amendments to the Contract, including all exhibits thereto.
2. The Contract itself, including all exhibits thereto.
3. Attachments appended to the Contract.
4. All other Contract attachments appended to the Contract.

ARTICLE #129 – CONTRACT EXHIBITS AND ATTACHMENTS

The Parties mutually acknowledge that all exhibits and attachments listed below made a part of this Contract, as though expressly written in the solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

Exhibit A – Bid Response Form
Exhibit B – Contract for Services
Exhibit C – Cost Proposal Worksheet
Exhibit D – W-9 Form
Exhibit E – E-Verify Affidavit

Exhibit F – Ethics Affidavit
Exhibit G – Scored Questions

ARTICLE #130 – SALES TAX EXEMPTION STATUS

The County is exempt from State of Georgia Local Sales and Use Tax. The Contractor understands and acknowledges that it is responsible for any sales and use tax it may incur. The Contractor will not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

ARTICLE #131 – HOLD HARMLESS AGREEMENT

The Contractor hereby agrees to indemnify, hold free and harmless Hall County Government, County Commissioners, its agents, servants, employees, officers, directors, elected officials, or any other person(s) against any loss or expense. This includes attorney fees because of any liability imposed by law upon the County, except in cases of the County's sole negligence, sustained by any person(s) on account of bodily injury or property damage arising out of or in the consequence of this Contract.

ARTICLE #132 – NOT A JOINT VENTURE

Nothing in the Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, or other association of any kind of agent and principal relationship between the parties thereto. Each party shall be deemed to be an independent contractor contracting for goods and services and acting toward the mutual benefits expected to be derived herefrom. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or contractors shall become or be deemed to become agents, servants, or employees of the County. Contractor shall therefore be responsible for compliance with all laws, rules, and regulations involving its employees and any subcontractors including, but not limited to, employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages.

ARTICLE #133 – CONTRACT TERMS AND CONDITIONS

1. All purchases must comply with the Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the terms and conditions herein and the Official Code of Hall County, the latter will govern.
3. The terms and conditions set herein shall supersede and govern over all vendor's terms and conditions or service level agreements.
4. The County retains the right to "red line" sections of the vendor's terms and conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order (PO) and delivery of goods or services shall be deemed as the vendor's full and complete acceptance of the County's terms and conditions.
6. The terms supplier, vendor, bidder, offeror, contractor, consultant, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one and the same, herein denoted as "supplier" for goods and "contractor" for services.
7. The terms goods, materials, commodities, components, drawings, drafts, renderings, plans (physical or digital), software, SaaS, capital asset equipment, vehicles, heavy earth-moving or other equipment (purchased or leased), or other such deliverables are herein denoted as "goods" and shall mean one and the same.

8. "Services" shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning, or otherwise where services are offered for consideration.
9. The County's payment terms are net 30 days (N30) in arrears. The County does not pay for services not yet rendered or goods not received and accepted. The County holds no obligation to goods delivered or services rendered that were not ordered and specified in writing. The vendor shall only deliver goods and services as described on the PO and within the Scope of Work and the vendor's bid response.
10. The vendor shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
11. The vendor shall not construe any verbal consent to purchase goods or services as valid.
12. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or specifications set forth in the PO, contract, or agreement unless mutually agreed in writing by both Parties.
13. The County does not accept automatic contract renewals except for monthly subscription services.
14. The County does not pay deposits towards goods ordered or services not yet rendered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
15. The County will accept back orders only if goods are out of stock and with prior written notice. The vendor shall ship all quantities that it has in stock and hold orders for back orders.
16. The County participates in cooperative purchasing agreements, State of Georgia Statewide Contracts, and other state and local intergovernmental agreements, memorandums of understanding, and other such agreements.
17. For all legalities, the jurisdiction shall be the State of Georgia, County of Hall.
18. Deliveries shall be made to the ship-to address(es) listed on the PO and within the specified time. The vendor must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
19. Risk of loss of the goods shall pass to the County upon inspection and acceptance only. Receipt of goods or services does not constitute acceptance. Title to goods shall remain with the vendor until acceptance by the County.
20. The vendor warrants that its goods and services are merchantable, and it has a legal right to deliver the goods and services and as described herein.
21. The County shall have the right to inspect all goods or services at the time and place of delivery.
22. No right or interest in the contract shall be assigned by the vendor without written permission of the County, and no delegation of any obligation owed or the performance of any obligation by the vendor shall be made without the written permission of the County. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
23. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
24. This issuance of a PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 et seq. of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
25. All goods and services supplied pursuant to a PO shall, unless otherwise noted, conform exactly to all the descriptions, specifications, exhibits, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other solicitations upon which the PO

is based, and the terms, conditions, and specifications of the solicitation are incorporated herein by reference and made a part hereof.

26. All media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials owned by the County shall become and remain County property and shall be delivered to the County upon request.
27. Invoices should be submitted to the County as described in the PO. Each PO number and/or contract number must be shown on each invoice submitted.
28. A PO issued with an attached contract or agreement, the terms and conditions of the attached contract or agreement shall govern in the event of any conflict with these terms and conditions.
29. The vendor may be suspended, terminated, or debarred if it is determined that it has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein. Thus, the vendor certifies that it and any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
30. The vendor certifies that it is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
31. Goods are Free-On-Board (F.O.B.) destination unless otherwise denoted. Freight, shipping, and delivery shall be pre-paid and added to the invoice as a separate line item. The vendor shall charge the County the exact amount of freight, delivery, handling, and insurance charges.
32. The County does not pay late fees nor interest charges.
33. The County is not bound to any minimum or maximum quantity or dollar amount set by the vendor.
34. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.
35. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

IN WITNESS WHEREOF, said Parties have hereunto affixed their signatures and seals on the day, month, and year below. Bidder must print their company's full legal company name as it appears on their W-9 form below:

Print Contractor's Full Legal Name Below:

PITTMAN CONSTRUCTION COMPANY

By: _____

Print Name: Louie A Pittman III

Title: President

Sworn to and subscribed before me this

28th Day of May, 2026.

Notary Public: _____

Notary commission expires: Feby 08, 2029

[Seal or Stamp]

MATTHEW BAKER
NOTARY PUBLIC
CLARKE COUNTY, GEORGIA
MY COMMISSION EXPIRES FEBRUARY 08, 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

Public Works and Utilities

REPORT TO: **Work Session (06/22/26)**

REPORT TO: **Voting Meeting (06/25/26)**

ITEM NO: 309/2026

SUBJECT: Approve the renewal of the annual contract for RFQ/P # 45-015 Roll-Off Solid Waste Hauling Services for Public Works & Utilities to North GA Excavation Group, LLC of Lula, GA. The estimated annual cost is $850,500.00.

Meetings:

Work Session Date: 06/22/26

Voting Meeting Date: 06/25/26

Executive Summary:

Presenter: JG

Recommendation:
Approve.

Purpose of Request:
Approve the renewal of the annual contract for RFQ/P # 45-015 Roll-Off Solid Waste Hauling Services for Public Works & Utilities to North GA Excavation Group, LLC of Lula, GA. The estimated annual cost is $850,500.00.

History:

Facts and Issues:
This is year three (3) of a possible five (5) year contract.

The vendor has proposed an 8% increase over FY 2026.

Options:

Funding Requested	$ 850,500.00
Are funds within current budget?	Yes
Source of Funds	Solid Waste Fund
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Buyer	Submit	Approve	Purchasing
AY	BC	BC	AY
Budget	**Finance**	**Attorney**	**Administration**
JM	TS	JL	CR
Clerk			
JR			

Attachments:
Financial Supplement
Signature Request Cover Sheet
Renewal Contract - North GA Excavation Group

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 309/2026

Funds Requested: $ 850,500.00

Request Budgeted: Yes

Proposed Source of Funding:

Solid Waste Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2027	540-SOLID WASTE FUND	4520-SOLID WASTE/DISPOSAL	521000-PROFESSIONAL SERVICES	$850,500.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: NS

Phone: 770-531-6851

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 14, 2026

To: David Gibbs, Chairman, BOC

From: Andrew Youngblood, Purchasing Manager

Your signature is requested to execute the attached Contract Renewal:

Bid/Contract Number: 45-015

Bid/Contract Name: Roll-Off Solid Waste Hauling Services

Department(s) Requesting Contract: Solid Waste

Award Recipient Name: North GA Excavation Group, LLC

Contract Description:

☒ Annual Contract ☐ New ☒ Renewal

FY 2026 Projected Spend: $787,500.00

☒ Price Increase Requested Increase Percentage: 8%

☐ Project/Service Contract FY 2027 Estimated Amount: $850,500.00

☐ Product Contract Estimated Amount:

Comment:

Approve the annual contract renewal for Roll-Off Solid Waste Hauling Services for Solid Waste to North GA Excavation Group, LLC of Lula, GA. The FY 2027 estimated amount has been reviewed against the proposed FY 2027 budget by Finance.

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

HALL COUNTY
GEORGIA
*We have it **all** in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andrew Youngblood

April 20, 2026

North GA Excavation Group, LLC
6949 County Line Rd,
Lula, GA 30554
Attn: Dillon Clay
Dillon.clay@ng-eg.com

Subject: 45-015 Roll-Off Solid Waste Hauling Services

Dear Dillon,

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 form along with a current W-9 form. Additionally, please 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

State of Georgia
County of Hall

Contract #45-015-2

Contract Renewal #1
for
Year Three (3) of Five (5)

Title: 45-015 Roll-Off Solid Waste Hauling Services
Date: April 20, 2026

WHEREAS Contract #45-015 remains in force between Hall County, Georgia (Herein "County") located at 2875 Browns Rd., Gainesville, Georgia 30504 and North GA Excavation Group LLC of 6946 County Line Rd, Lula, GA 30554 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 #45-015 dated October 10, 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 # 45-015-2

Attachment A

#45-015 Roll-Off Solid Waste Hauling 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:

Contractor proposes an increase of 8%.

[Signature Page Follows]

IN WITNESS WHEREOF, said Parties have hereunto affixed their signature and seal on the day, month, and year below.

North GA Excavation Group LLC

By: _____

Print Name: Dillon Clay

Title: President

Sworn to and subscribed before me this

12 day of May, 2026.

Notary Public: Hannah Clay

Notary commission expires: 12-28-29

[Locus Sigilli – Seal or Stamp]

HANNAH CLAY NOTARY PUBLIC GEORGIA EXPIRES 12-28-2029 HALL COUNTY

Hall County, Georgia

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
Board of Commissioners Clerk

APPROVED AS TO FORM

_____
Nathaniel R. Anderson,
Senior Assistant County Attorney

AGENDA ITEM

Public Works and Utilities

REPORT TO: **Work Session (06/22/26)**

REPORT TO: **Voting Meeting (06/25/26)**

ITEM NO: 368/2026

SUBJECT: Approve the renewal of the annual contract for IFB #013-46 Front-End Loader Hauling Services for Public Works & Utilities to Peachtree Waste, LLC of Atlanta, GA. The estimated annual cost is $241,273.10.

Meetings:

Work Session Date: 06/22/26

Voting Meeting Date: 06/25/26

Executive Summary:

Presenter: JG

Recommendation:
Approve.

Purpose of Request:
Approve the renewal of the annual contract for IFB #013-46 Front-End Loader Hauling Services for Public Works & Utilities to Peachtree Waste, LLC of Atlanta, GA. The estimated annual cost is $241,273.10.

History:

Facts and Issues:

This is year two (2) of a possible five (5) year contract.

Options:

Funding Requested	$ 241,273.10
Are funds within current budget?	Yes
Source of Funds	Solid Waste Fund
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2026-06-30

Approvals:

Buyer	Submit	Approve	Purchasing

Buyer	Submit	Approve	Purchasing
AY	JG	JG	AY
Budget	**Finance**	**Attorney**	**Administration**
JM	TS	JL	CR
Clerk			
JR			

Attachments:
Financial Supplement
Signature Request Cover Sheet
Contract Renewal - Peachtree Waste

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 368/2026

Funds Requested: $ 241,273.10

Request Budgeted: Yes

Proposed Source of Funding:

Solid Waste Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2027	540-SOLID WASTE FUND	4550-RECYCLING	521000-PROFESSIONAL SERVICES	$241,273.10

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: NS

Phone: 770-531-6851

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

CONTRACT RENEWAL SIGNATURE REQUEST

Date: May 28, 2026

To: David Gibbs, Chairman, BOC

From: Andrew Youngblood, Purchasing Manager

Your signature is requested to execute the attached Contract Renewal:

Bid/Contract Number: 013-46

Bid/Contract Name: Front-End Loader Hauling Services

Department(s) Requesting Contract: Solid Waste

Award Recipient Name: Peachtree Waste, LLC

Contract Description:

☒ Annual Contract ☐ New ☒ Renewal

FY 2026 Projected Spend: $236,542.25

☐ Price Increase Requested Increase Percentage: N/A

☒ Project/Service Contract FY 2027 Estimated Amount:$241,273.10

☐ Product Contract Estimated Amount:

Comment:

Approve the annual contract renewal for front-end loader hauling services for Solid Waste to Peachtree Waste, LLC of Atlanta, GA. The FY 2027 estimated amount has been reviewed against the proposed FY 2027 budget by Finance.

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andrew Youngblood

April 20, 2026

Peachtree Waste, LLC
3630 Peachtree Rd NE, Ste 1500
Atlanta, GA 30326
Attn: John Capps
President
Email: jcapps@peachtreewaste.com
Ph: (470) 552-1635

Subject: 013-46 Front-End Loader Hauling Services

Dear John,

Please find attached Contract Renewal #1, extending the contract for year two (2) 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

State of Georgia
County of Hall

Contract # 013-46-1

Contract Renewal #1
for
Year Two (2) of Five (5)

Title: 013-46 Front-End Loader Hauling Services
Date: April 20, 2026

WHEREAS Contract #013-46 remains in force between Hall County, Georgia (Herein "County") located at 2875 Browns Rd., Gainesville, Georgia 30504 and Peachtree Waste, LLC of 3630 Peachtree Rd NE, Ste 1500, Atlanta, GA 30326 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 #013-46 dated June 15, 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 the Contractor has agreed to this renewal and agrees to provide services previously supplied in accordance with Contract Amendment #1 dated August 12, 2025, which added one (1) additional dumpster to 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 # 013-46-1

Attachment A

#013-46 Fron-End Loader Hauling 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:

No change in price.

IN WITNESS WHEREOF, said Parties have hereunto affixed their signature and seal on the day, month, and year below.

Peachtree Waste, LLC

By: _____

Print Name: John Capps

Title: President

Sworn to and subscribed before me this

27 day of May, 2026.

Notary Public: _____

Notary commission expires: 09-05-2027

[Locus Sigilli – Seal or Stamp]

Devonta Stevenson NOTARY PUBLIC EXPIRES GEORGIA 09/05/2027 Dekalb COUNTY

Hall County, Georgia

By: _____
David Gibbs, Chairman
Hall CountyBoard of Commissioners

Date: _____

Attestation: _____
Board of Commissioners Clerk

APPROVED AS TO FORM

_____
Nathaniel R. Anderson,
Senior Assistant County Attorney

AGENDA ITEM

Public Works and Utilities

REPORT TO: **Work Session (06/22/26)**

REPORT TO: **Voting Meeting (06/25/26)**

ITEM NO: 344/2026

SUBJECT: Approve the renewal of the annual contract for RFQ/P# 43-004 Sewer System Operations Service for Public Works & Utilities to ClearWater Solutions, LLC of Auburn, AL. The estimated annual cost is $1,250,868.00.

Meetings:

Work Session Date: 06/22/26

Voting Meeting Date: 06/25/26

Executive Summary:

Presenter: JG

Recommendation:
Approve.

Purpose of Request:
Approve the renewal of the annual contract for RFQ/P# 43-004 Sewer System Operations Service for Public Works & Utilities to ClearWater Solutions, LLC of Auburn, AL. The estimated annual cost is $1,250,868.00.

History:

ClearWater Solutions, LLC is the current contract holder and is a vendor in good standing with the County.

Facts and Issues:
This is year five (5) of a five (5) year contract. As part of the contract, Clearwater will perform a service to rate the condition and inventory of the County's existing sewer lines over the five-year contract period.

This includes the cost for Repairs and Maintenance and Chemicals needed to operate the plant and the approx 25+ county maintained liftstations.

Previously FY 2026 total approval for Clearwater is $1,229,959 and this contract renewal represents a 1.7% increase.

Options:

Funding Requested $ 1,250,868.00

Are funds within current budget?	Yes
Source of Funds	Water & Sewer Fund
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Buyer	Submit	Approve	Purchasing
CB	BC	BC	AY
Budget	**Finance**	**Attorney**	**Administration**
JM	TS	JL	CR
Clerk			
JR			

Attachments:

Financial Supplement
Signature Request Cover Sheet
Renewal Contract - ClearWater Solutions

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 344/2026

Funds Requested: $ 1,250,868.00

Request Budgeted: Yes

Proposed Source of Funding:

Water & Sewer Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2027	505-WATER AND SEWER FUND	4430-SPOUT SPRINGS RECLAMATIONPLANT	521000-PROFESSIONAL SERVICES	$1,250,868.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: JG

Phone: (770) 531-6800

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andrew Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

CONTRACT EXECUTION SIGNATURE REQUEST

Date: May 20, 2026

To: David Gibbs, Chairman, BOC

From: Connie Barnes, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 43-004-4

Bid/Contract Name: Operation Service Contract for Hall County Sewer System

Department(s) Requesting Contract: Public Works & Utilities

Award Recipient Name: ClearWater Solutions

Contract Description:

☒ Annual Contract ☐ New ☒ Renewal

FY 2026 Projected Spend: $1,229,959.00

☒ Price Increase Requested Increase Percentage: 1.7%

☒ Project/Service Contract FY 2027 Estimated Amount: $1,250,868.00

☐ Product Contract Estimated Amount:

Comment:

Year five (5) of a five (5) year contract. Renewal FY 2027.

As part of the contract, Clearwater will perform a service to rate the condition and inventory of the County's existing sewer lines over the five-year contract period. This includes the cost for Repairs and Maintenance and Chemicals needed to operate the plant and approx. 25+ county-maintained lift stations. Previously, FY 2026 total approval for Clearwater was $1,229,959.00 and this contract renewal represents a 1.7% increase.

The FY 2027 Estimated amount has been reviewed against the projected FY 2027 budget by Finance.

State of Georgia
County of Hall

Contract #43-004-4

Contract Renewal #4

Operations Service Contract for Hall County Sewer System 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 #43-004, Operations Service Contract for Hall County Sewer System Annual Contract dated May 7, 2022; and

Whereas, the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the Renewal as stated and therefore, the above numbered contract is hereby changed as follows:

1. By extending the Contract Term through June 30, 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.

ClearWater Solutions

By: _____

Print Name: Jonathan Bayle Mendenhall

Title: COO

Date: 5.18.26

Sworn to and subscribed before me this

18 Day of May, 2026

Notary Public: Christy Waddell

Notary commission expires: July 17, 2028

CHRISTY WADDELL NOTARY PUBLIC VANCE COUNTY, NC

HALL COUNTY, GEORGIA

By: _____

David Gibbs, Chairman

Hall County Board of Commissioners

Date: _____

Attestation: _____
Board of Commissioners Clerk

APPROVED AS TO FORM

_____

Nathaniel R. Anderson,
Senior Assistant County Attorney

State of Georgia
County of Hall

Contract #43-004-4

Attachment A

Operations Service Contract for Hall County Sewer System Annual Contract

April 20, 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:

Fiscal Year 2027 - Renewal Pricing

Operational Expense = $740,838

Rebateable Repair and Maintenance Expense = $380,000

Rebateable Chemicals Expense = $130,000

Total 2027 Annual Operations Fee = $1,250,838

The total Annual Operations Fee of $1,250,838 will give CWS the ability to continue the successful operations of the Hall County System. The annual fee includes laboratory expenses, tools and equipment, corporate expenses, and all costs associated with our employees.

Included with the total annual operations fee outlined above is a rebateable repair and maintenance account of $510,000 per year billed monthly. This account will set aside $130,000 for chemicals and $380,000 for repair and maintenance expenses. These two accounts would be treated seperately, and each would provide rebates back to Hall County for money not spent. Any leftover funds would be refunded to the County, and any overages would be refunded to CWS at the end of each year.

AGENDA ITEM

Public Works and Utilities

REPORT TO: **Work Session (06/22/26)**

REPORT TO: **Voting Meeting (06/25/26)**

ITEM NO: 365/2026

SUBJECT: Approve the award of IFB #007-47 Traffic Control Supplies Annual Contract for Public Works & Utilities to Georgia Correctional Industries (GCI) of Decatur, GA. The estimated annual cost is $72,074.00.

Meetings:

Work Session Date: 06/22/26

Voting Meeting Date: 06/25/26

Executive Summary:

Presenter: JG

Recommendation:
Approve.

Purpose of Request:
Approve the award of IFB #007-47 Traffic Control Supplies Annual Contract for Public Works & Utilities to Georgia Correctional Industries (GCI) of Decatur, GA. The estimated annual cost is $72,074.00.

History:
This will be a new contract for Georgia Correctional Industries; however, they are a current vendor with the County and they are a vendor in good standing.

Facts and Issues:
Year one (1) of a possible five (5) year contract.

Public Works & Utilites has requested that this contract be awarded to Georgia Correctional Industries as they are the low-cost bidder.

Options:

Funding Requested	$ 72,074.00
Are funds within current budget?	Yes
Source of Funds	Development Services Fund
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Buyer	Submit	Approve	Purchasing
JD	JG	JG	AY
Budget	**Finance**	**Attorney**	**Administration**
JM	TS	JL	CR
Clerk			
JR			

Attachments:
Financial Supplement
Bid Tabulation
Signature Authorization Request
Contract

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 365/2026

Funds Requested: $ 72,074.00

Request Budgeted: Yes

Proposed Source of Funding:

Development Services Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2027	272-DEVELOPMENT SERVICES FUND	4220-ROAD MAINTENANCE	531104-SIGNS	$72,074.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: BC

Phone: 770-531-6800

IFB #007-47, Traffic Control Supplies

Bid Tabulation

ITEM	MUTCD	DESCRIPTION	SIZE	QTY	Georgia Correctional Decatur, GA		MDSolutions Plain City, OH	
					UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	R1-1	"Stop" signs *3M-HIP sheeting	30" x 30"	50	$42.53	$2,126.50	$44.00	$2,200.00
2	W3-1	"Stop Ahead" signs with symbol *3M-HIP sheeting	36" x 36"	40	$61.26	$2,450.40	$68.00	$2,720.00
3	R5-2	"No Trucks" symbol *3M-HIP sheeting	36" x 36"	20	$61.26	$1,225.20	$68.00	$1,360.00
4	R5-2	"No Trucks" symbol *3M-HIP sheeting	30" x 30"	40	$42.53	$1,701.20	$48.00	$1,920.00
5	W1-8	Standard Chevron sign *3M-HIP sheeting	24" x 30"	60	$34.03	$2,041.80	$37.50	$2,250.00
6		White reflective *3M-HIP sheeting. Standard MUTCD size black border inset from edge. MUTCD size "SPEED LIMIT" legend (2 lines at top, no numbers at bottom)(universal hole punch sq/dia)	24" x 30"	50	$34.03	$1,701.50	$37.50	$1,875.00
7		Aluminum blanks - no sheeting - universal hole punch - sq/dia	24" x 30"	30	$28.63	$858.90	$26.25	$787.50
8		Aluminum blanks - no sheeting - universal hole punch - sq/dia	30" x 30"	30	$36.00	$1,080.00	$32.81	$984.30
9		Blanks with yellow reflective *3M-HIP sheeting and a standard MUTCD size black border inset from edge (universal hole punch sq/dia)	24" x 24"	30	$20.00	$600.00	$30.00	$900.00
10		Blanks with yellow reflective *3M-HIP sheeting and a standard MUTCD size black border inset from edge	18" x 18"	30	$9.48	$284.40	$17.00	$510.00
11		White *3M-HIP sheeting, black letters & border with legend to read: "WATCH FOR PEDESTRIANS"	24" x 10"	50	$15.84	$792.00	$14.00	$700.00
12		*Street Sign Blank (extruded-no sheeting)	48" x 9"	50	$16.89	$844.50	$24.00	$1,200.00

13		*Street Sign Blank (extruded-no sheeting)	42" x 9"	50	$9.40	$470.00	$21.00	$1,050.00
14		*Street Sign Blank (extruded-no sheeting)	36" x 9"	100	$7.97	$797.00	$18.00	$1,800.00
15		*Street Sign Blank (extruded-no sheeting)	24" x 9"	50	$5.57	$278.50	$12.00	$600.00
16		Green E-C vinyl (not acrylic) film - with clear backing (not 3M brand)	8" x 50 Yc	4	$756.00	$3,024.00	$601.00	$2,404.00
17		Black non-reflective vinyl (not acrylic) sheeting - with clear backing (not 3M brand)	8" x 50 Yc	4	$691.00	$2,764.00	$800.00	$3,200.00
18		White *3M-HIP sheeting #3930	" x 50 Yd	10	$150.00	$1,500.00	$157.00	$1,570.00
19	***NOTE***	Galvanized U-channel posts (2 lb per foot) ***Must be delivered on an open, flat bed trailer***	11' length	500	$24.00	$12,000.00	$28.00	$14,000.00
20	***NOTE***	Galvanized square-posts with 7/16" holes ***Must be delivered on an open, flat bed trailer***	2" x 10ft	100	$31.20	$3,120.00	$33.00	$3,300.00
21	***NOTE***	Galvanized square-posts with 7/16" holes ***Must be delivered on an open, flat bed trailer***	2 1/4" x 3ft	100	$15.96	$1,596.00	$16.00	$1,600.00
22		#91UX-NU90 (Super-loc brand) CAP bracket to fit all extruded blades with *3M-HIP sheeting, u-channel & square posts		50	$8.06	$403.00	$5.00	$250.00
20		#91UX-OL90 (Super-loc brand) CAP bracket to fit all extruded blades with *3M-HIP sheeting, u-channel & square posts		50	$8.06	$403.00	$5.00	$250.00
23		#91UX-NU180 (Super-loc brand) CAP bracket to fit all extruded blades with *3M-HIP sheeting, u-channel & square posts		50	$8.06	$403.00	$5.00	$250.00
24		#990X (Super-loc brand) CROSS bracket to fit all extruded blades with *3M-HIP sheeting, u-channel & square posts		100	$8.06	$806.00	$5.00	$500.00
25		Delineator - 3 1/4" minimum diameter, Amber, hermetically sealed with grommeted center mounting hole, plastic housing		200	$3.75	$750.00	$1.50	$300.00
		Totals				$44,020.90		$48,480.80

					Vulcan Signs Foley, AL		Traffic Signs, Inc. NO BID	
ITEM	MUTCD	DESCRIPTION	SIZE	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	R1-1	"Stop" signs *3M-HIP sheeting	30" x 30"	50	$40.10	$2,005.00		$0.00
2	W3-1	"Stop Ahead" signs with symbol *3M-HIP sheeting	36" x 36"	40	$62.82	$2,512.80		$0.00
3	R5-2	"No Trucks" symbol *3M-HIP sheeting	36" x 36"	20	$62.46	$1,249.20		$0.00
4	R5-2	"No Trucks" symbol *3M-HIP sheeting	30" x 30"	40	$43.38	$1,735.20		$0.00
5	W1-8	Standard Chevron sign *3M-HIP sheeting	24" x 30"	60	$34.10	$2,046.00		$0.00
6		White reflective *3M-HIP sheeting. Standard MUTCD size black border inset from edge. MUTCD size "SPEED LIMIT" legend (2 lines at top, no numbers at bottom)(universal hole punch sq/dia)	24" x 30"	50	$34.10	$1,705.00		$0.00
7		Aluminum blanks - no sheeting - universal hole punch - sq/dia	24" x 30"	30	$22.62	$678.60		$0.00
8		Aluminum blanks - no sheeting - universal hole punch - sq/dia	30" x 30"	30	$28.27	$848.10		$0.00
9		Blanks with yellow reflective *3M-HIP sheeting and a standard MUTCD size black border inset from edge (universal hole punch sq/dia)	24" x 24"	30	$27.28	$818.40		$0.00
10		Blanks with yellow reflective *3M-HIP sheeting and a standard MUTCD size black border inset from edge	18" x 18"	30	$16.58	$497.40		$0.00
11		White *3M-HIP sheeting, black letters & border with legend to read: "WATCH FOR PEDESTRIANS"	24" x 10"	50	$12.47	$623.50		$0.00
12		*Street Sign Blank (extruded-no sheeting)	48" x 9"	50	$23.87	$1,193.50		$0.00
13		*Street Sign Blank (extruded-no sheeting)	42" x 9"	50	$21.02	$1,051.00		$0.00
14		*Street Sign Blank (extruded-no sheeting)	36" x 9"	100	$17.93	$1,793.00		$0.00
15		*Street Sign Blank (extruded-no sheeting)	24" x 9"	50	$12.45	$622.50		$0.00
16		Green E-C vinyl (not acrylic) film - with clear backing (not 3M brand)	8" x 50 Yc	4	#######	$4,191.64		$0.00

17		Black non-reflective vinyl (not acrylic) sheeting - with clear backing (not 3M brand)	8" x 50 Yd	4	$669.49	$2,677.96		$0.00
18		White *3M-HIP sheeting #3930	)" x 50 Yd	10	$154.13	$1,541.30		$0.00
19	***NOTE***	Galvanized U-channel posts (2 lb per foot) ***Must be delivered on an open, flat bed trailer***	11' length	500	$31.32	$15,660.00		$0.00
20	***NOTE***	Galvanized square-posts with 7/16" holes ***Must be delivered on an open, flat bed trailer***	2" x 10ft	100	$36.52	$3,652.00		$0.00
21	***NOTE***	Galvanized square-posts with 7/16" holes ***Must be delivered on an open, flat bed trailer***	2 1/4" x 3ft	100	$17.41	$1,741.00		$0.00
22		#91UX-NU90 (Super-loc brand) CAP bracket to fit all extruded blades with *3M-HIP sheeting, u-channel & square posts		50	$6.25	$312.50		$0.00
20		#91UX-OL90 (Super-loc brand) CAP bracket to fit all extruded blades with *3M-HIP sheeting, u-channel & square posts		50	$6.25	$312.50		$0.00
23		#91UX-NU180 (Super-loc brand) CAP bracket to fit all extruded blades with *3M-HIP sheeting, u-channel & square posts		50	$6.25	$312.50		$0.00
24		#990X (Super-loc brand) CROSS bracket to fit all extruded blades with *3M-HIP sheeting, u-channel & square posts		100	$6.25	$625.00		$0.00
25		Delineator - 3 1/4" minimum diameter, Amber, hermetically sealed with grommeted center mounting hole, plastic housing		200	$0.85	$170.00		$0.00
		Totals				$50,575.60		$0.00

BIDS MAILED: 27 HALL: 1

BIDS RECEIVED: 3 (1 -NO BIDS) HALL: 0

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 26, 2026

To: David Gibbs, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 007-47

Bid/Contract Name:Traffic Control Supplies Annual Contract

Department(s) Requesting Contract: Public Works & Utilities

Award Recipient Name: Georgia Correctional Industries

Contract Description:

☒ Annual Contract ☒ New ☐ Renewal

FY 2026 Projected Spend: $70,661

☐ Price Increase Requested Increase Percentage: 0%

☒ Project/Service Contract FY 27 Estimated Amount:$72,074

☐ Product Contract Estimated Amount:

Comment:

Year one (1) of a possible five (5) year contract. This will be a new contract for FY 2027. Georgia Correctional Industries was the low-cost bidder and Public Works & Utilities has requested that this contract be awarded to GCI. Georgia Correctional Industries is currently a vendor 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
*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
Exhibit B – Contract for Services

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT #007-47

For the provision of

Traffic Supplies Annual Contract

ARTICLE #101 – INTRODUCTION

This Contract for traffic supplies (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 Georgia Correctional Industries (GCI) which is principally located at 2984 Clifton Springs Rd, Decatur, GA 30034. (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
Brent Cook
County Engineer
Hall County Community Development
2829 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: (770) 531-4939

COUNTY ISSUING OFFICER
Julie Dorough
Issuing Officer
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
jdorough@hallcounty.org
Ph: (770) 535-8270

CONTRACTOR'S CONTACT INFORMATION

Contact Name(s): Wanda Sigler

Email Address(es): Signs@gci-ga.com

Phone Number(s): 404-244-5866

Physical Address: 2984 Clifton Springs Road

City/State/ZIP: Decatur, GA 30024

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

For multi-year contracts, the term will be for five (5) years, with one (1) initial year followed by four (4) one-year renewal options. Renewals are not automatic nor guaranteed.

ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION

This Contract may only be modified, amended, or changed in writing and fully executed by both Parties hereto. This Contract constitutes the sole and entire Contract and understanding between the Parties as to the subject matter hereof, and no verbal promises have been made by either Party in relation hereto.

ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE

In the event that either Party to this Contract breaches this Contract, including failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice to Cure to the breaching Party which describes the breach of this Contract. The breaching Party shall have thirty (30) days from the date of receipt of the written Notice to cure the breach or to otherwise negotiate a resolution of the breach.

If the breach has not been cured and the Parties hereto have not resolved the issue described in the Notice to Cure by thirty (30) days after receipt of the letter, the Party authoring the letter shall be entitled to seek any and all remedies allowed by Georgia law, including damages, equitable relief, declaratory relief, specific performance, and/or relief as to any bonds issued hereon.

Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable control of and without the fault or negligence of the Contractor. If the Services to be provided to the County are interrupted by a force majeure event, as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due to the Contractor under this Contract. If delay results from a third-party's negligent conduct or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract.

   Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Contract for failure or delay in fulfilling or performing any obligation under this Contract when such failure or delay is caused by or results from causes beyond the reasonable control of the affected Party including, but not limited to, fire, floods, embargoes, acts of war, civil unrest, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided, however, that the Party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure.

   Definition: The term "force majeure" as defined in Black's Law Dictionary is "an event or effect that can be neither anticipated nor controlled. It is a contractual provision allocating the risk of loss if performance becomes impossible or impracticable, especially as a result of an event that the Parties could not have anticipated or controlled."

B. **Obligations Beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to *ARTICLE #108 – TERMINATION PROVISIONS*.

C. **Transition Cooperation with the County and Cooperation with Other Contractors.** Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and reasonable cooperation and assistance to the County to ensure an orderly and efficient transition to the County or an alternative Contractor. Further, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such Contractors. Contractor shall not engage in any act that will interfere with the performance of work by any other Contractor(s).

ARTICLE #108 – TERMINATION PROVISIONS

The County may terminate this Contract by providing sixty (60) days written notice to the Contractor at any time. Should the County terminate this Contract prior to the date of automatic termination, Contractor shall provide the County with all deliverables up to the date of termination thirty (30) days after the Notice to Terminate is issued. The County shall pay the Contractor for all work properly performed in compliance with the terms of this Contract up to the date of termination.

A. **Termination for Convenience.** Following sixty (60) days' written notice, the County may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.

B. **Termination for Cause.** The occurrence of any of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
   1. The Contractor fails to deliver, or has delivered, nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract including, but without limitation, the expressed warranties made by the Contractor.
   2. The County determines that Contractor's unsatisfactory performance substantially endangers completion or that default is likely to occur.
   3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
   4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
   5. The Contractor has failed to comply with applicable federal, state, and local laws, rules, County ordinances, regulations, and orders when performing within the scope of the Contract.
   6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with *ARTICLE #108.C* below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.

C. **Notice of Default.** If either Party causes any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the non-breaching Party may:
   1. Immediately terminate the Contract for default without additional written notice; and/or,
   2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
   3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

D. **Termination Due to Non-Availability of Funds.** This Contract will terminate immediately and absolutely if the County determines that adequate funds are de-appropriated such that the County cannot fulfill its obligations under the Contract, such determination being at the County's sole discretion and conclusive. County agrees to provide prompt written notice to Contractor in the event of any de-appropriation.

E. **Termination due to Failure of Contractor to Act.** The County may terminate the Contract for any of the following reasons effective immediately without advance notice:
   1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
   2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees, have caused, or reasonably could cause, life, health, or safety to be jeopardized.
   3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal, or maliciously incorrect.
   4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in *ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS.*

F. **Payment Limitation in Event of Termination.** In the event of termination of the Contract for any reason by County, the County shall pay only those amounts, if any, due and owing to the Contractor for Services actually received and accepted by the County up to and including the date of termination of the Contract and for which the County is obligated to pay pursuant to the Contract.

G. **Contractor's Termination Duties.** Upon receipt of a Notice of Termination, the Contractor shall:
   1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of Notice of Termination describing the status of all work under the Contract including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
   2. Immediately cease use and return to the County any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
   3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.
   4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the Notification of Termination and the substitution of any replacement Contractor.
   5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

H. **Liquidated Damages – N/A for this contract.**

ARTICLE #109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY

The Parties agree that the County shall not be responsible for defending or indemnifying any Contractor from any claim brought by any third party against the Contractor.

ARTICLE #110 – ASSIGNMENT AND DELEGATION BY CONTRACTOR

The Contractor shall not assign or delegate this Contract, or any performance required by it, in whole or in part, without the prior expressed written consent of the County.

ARTICLE #111 – USE OF THIRD PARTIES

This Contract is for the benefit of the Parties hereto only and is not intended to benefit any third party or give rise to any duty or causes of action for any third party. All restrictions, obligations, and responsibilities of the Contractor under the Contract shall also apply to third parties, if allowed

in writing by the County. Any Contract with a third-party must also preserve the rights of the County.

ARTICLE #112 – ENTIRE CONTRACT

This Contract, as executed and approved, shall constitute the entire agreement between the Parties and supersedes all other prior and contemporaneous statements, agreements, and understandings between the Parties. No written or oral statements, agreements, or understandings that are not set out, referenced, or specifically incorporated in this Contract shall in any way be binding or of effect between the Parties.

ARTICLE #113 – SEVERABILITY

If any paragraph, sub-paragraph, sentence, clause, phrase, or portion of this Contract is declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this Contract as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the remaining portions of this Contract not so held to be invalid or the application of this Contract to other circumstances not so held to be invalid.

ARTICLE #114 – RECORDS

A. **Public Records Request.** The Georgia Open Records Act, as provided in O.C.G.A. § 50-18-70 et seq, requires procurement records and all other records received by or prepared or maintained on behalf of the County shall be made open to public inspection unless otherwise provided by law.
B. **Record Retention and Access.** The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the County throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

ARTICLE #115 – ADDITIONAL TERMS AND CONDITIONS

The County shall not be bound by any terms and conditions included in any Contractor's sales orders, literature, packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level agreements, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

ARTICLE #116 – WAIVER

The failure of any Party hereto to seek a remedy for any alleged breach of this Contract shall not constitute a waiver of any claim, cause of action, or remedy allowed by Georgia law for breach thereof.

ARTICLE #117 – CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS

A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment, chemical, material, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County as quickly as possible. In the event of such replacement, Contractor shall (i) notify County of any resulting replacement, (ii) introduce an individual serving as a replacement to County, and/or (iii) provide County with a résumé and any other information regarding an individual that may be reasonably requested by County.
B. The County has the right to require the Contractor to reassign or remove any employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is

not suitable. The County's decision shall be final, and Contractor will remove the employee immediately and replace with a person of at least equivalent training, experience, and requisite qualifications as quickly as possible, subject to the County's approval.

C. Contractor agrees to obtain prior written approval from the County for the use of subcontractors to provide the Services described in Scope of Work prior to subcontractors' performance of work. Such non-disclosure of subcontractors may result in non-payment for Services.

ARTICLE #118 – INSURANCE REQUIREMENTS

The Contractor must procure and maintain insurance policies at the Contractor's own expense and must furnish the County with a certificate of insurance (COI) providing evidence of proof of coverage at least in the amounts indicated in this subsection. The COI must list "Hall County, Georgia" as the certificate holder and as an additional insured under the commercial general, automobile, and umbrella liability policies as follows: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein throughout the duration of the Contract. The Contractor must maintain the following insurance coverage during the term of the Contract, in at least the minimum amounts set forth below, to cover all loss and liability for damages or destruction of property caused by or arising from any and all services carried on and any and all work performed by the Contractor pursuant to this Contract:

Workers' Compensation Insurance: Required for all contracts.

- $500,000 Bodily Injury by Accident – Each Accident
- $500,000 Bodily Injury by Disease – Each Disease
- $500,000 Bodily Injury by Disease – Each Employee

Additional Provisions:

Waiver of Subrogation. The insurer agrees to waive all rights of subrogation against Hall County Board of Commissioners (BOC), its elected or appointed officers, officials, agents, authorized volunteers, and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for Hall County BOC. This provision applies regardless of whether or not Hall County BOC has received a waiver of subrogation from the insurer.

General Liability Insurance: Required for all service contracts.

- $2,000,000 General Aggregate
- $2,000,000 Products & Completed Operations Aggregate
- $1,000,000 Each Occurrence
- $1,000,000 Personal & Advertising Injury
- $500,000 Damages to Premises/Fire/Legal
- $5,000 Medical Payments

Commercial Auto Liability Insurance: Required for all service contracts, except for goods and/or services that are remote in nature and/or are delivered by a professional delivery service.

- $1,000,000 Combined Single Limit Or $500,000 per Person/$1,000,000 per Occurrence
- $100,000 Property Damage
- $1,000 for Medical Payments (no fault coverage)

Additional Provisions:

- Uninsured motorist's coverage should be equal to the per occurrence limit except for contracts with other governmental entities.
- Coverage shall be included for any owned, leased, hired, or non-owned autos.
- For any contracts involving the transportation of hazardous materials, limited pollution endorsement ISO form CA9948 or its equivalent shall be on the policy.

Umbrella Liability Insurance: Required for all contracts.
$1,000,000 per Occurrence

Additional Provisions: Required for all contracts.

- Underlying coverage shall be General Liability, Automobile Liability, and Employers Liability (Workers Compensation).
- Minimum limit of $5,000,000 per occurrence for all contracts over $1,000,000 or involving any special risks or high hazard activities.
- Minimum limit of $5,000,000 for automobile coverage for any transportation contracts involving seniors, special education, transit services, students, or youths.
- Concurrent policy dates with primary liability policies except for workers compensation.

Professional Liability Insurance (Errors & Omissions): Required for all professional service contracts. This shall include any consultants, medical, legal, technical, insurance agents, or other professions that require proper licenses.

- $1,000,000 Each Claim/Wrongful Act
- $2,000,000 General Aggregate
- If written on a claim's made policy, the policy must be maintained for at least two (2) years after the completion of the work and/or contract.

ARTICLE #119 – NO WAIVER

A. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its terms. The representatives of the Parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto.

B. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.

C. **Vehicles and Equipment.** Except for any specified County-owned equipment and vehicles listed herein, Contractor warrants that no Contractor employees, subcontractors or others will operate County-owned vehicles or equipment in the performance of this Contract without express written consent from the County. Contractor shall be responsible for providing all transportation and equipment necessary to deliver the Services under the Contract.

ARTICLE #120 – INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

The Contractor agrees it will not use the name or any intellectual property, including but not limited to, County trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the County.

ARTICLE #121 – COMPENSATION

A. The County will pay the Contractor for the Services provided pursuant to this Contract and in accordance with the prices quoted and conditions set forth in the Bidder's response on *Exhibit C – Cost Proposal Worksheet*, which is attached hereto and incorporated into this Contract as if fully set forth herein. Payments will be made monthly in arrears to the Contractor after acceptance of the Contractor's delivered Services by the County, and after receiving receipt of undisputed invoice to the County.
B. Prices quoted shall be firm and fixed throughout the term of this Contract, unless otherwise amended or modified by mutual agreement.
C. Cost may be prorated for Services added or removed under this Contract to align cost with the remaining term of Contract.
D. It is understood that this bid or proposal is made without collusion or fraud. Contractor understands and acknowledges that collusive bidding is a violation of state and federal law and may result in the cancellation of the Contract.

ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR

A. Upon Contract Execution, the County will issue a Notice to Proceed (NTP) and a Purchase Order (PO) to the Contractor. The terms of this Contract shall be incorporated by reference into any PO issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO by electronic mail (e-mail) to the Contractor's representative in *ARTICLE #103 – NOTICES*.

   The Contractor shall not deliver any Services, equipment, devices, or components thereof until authorized in writing by the County. Any work including, but not limited to, travel, preliminary meetings, planning, etc. performed outside of the terms and conditions of and before the issuance of a NTP will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

   The Scope of Services shall remain in effect from the NTP date to substantial completion of the project. The Parties agree that the County will not pay or otherwise compensate the Contractor for any services, labor, materials, equipment, devices, or components thereof outside of the Scope of Work and/or beyond the term of this Contract, unless specifically authorized in writing as evidenced by an amendment pursuant to *ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION*, a time extension letter, or as otherwise authorized by the County.

B. **Invoice/Payment**
   1. Contractor shall invoice the County via email each month sent solely to accountspayable@hallcounty.org and only after the County inspects and accepts the Services provided. Receipt of the Services and/or materials does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in *Exhibit C – Cost Proposal Worksheet.*
   2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Each invoice shall include the Contractor's current "Remit to" address, a description of the Services provided, the invoice amount, the Contract number, and the associated PO number issued.
   3. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted. The County does not pay for services not yet received but only in arrears except by written acceptance of pre-payment or deposit.
   4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract, including sales and use taxes.

5. Contractor must submit Applications for Payment (Pay Apps) in accordance with the conditions of the Contract.
6. If monthly progress payments are agreed upon, then County will make such payments upon inspection of services completed by the County's Project Manager. Additionally, the County may employ Engineers of Record.
7. Retainage payments shall be paid by County after final acceptance of work.

C. **Unsatisfactory Performance/Delay of Payment**
   1. If the County determines that the quality of the Services provided are deficient, unacceptable, or unsatisfactory the County's Project Manager identified in *ARTICLE #103 – NOTICES* shall issue a written Notice to Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency or deficiencies within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency or deficiencies, the County reserves the right to delay or deny payment pursuant to this *ARTICLE* or terminate the Contract pursuant to *ARTICLE #108 – TERMINATION PROVISIONS*.
   2. **Delay of Payment Due to Contractor's Failure.** If the County determines that the Contractor has failed to perform or deliver any Services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such Services are delivered and accepted. In this event, the County may withhold that portion of the Contractor's compensation, which represents payment for Services that were not delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the County to incur costs, the County may deduct the amount of such incurred costs as liquidated damages from any amounts payable to Contractor. The County's authority to deduct such incurred costs shall not in any way affect the County's authority to terminate the Contract.

D. **Set-Off Against Sums Owed by the Contractor.** If the Contractor owes the County any sum under the terms of this Contract, pursuant to any judgment or pursuant to any law, the County may set off the sum owed by the Contractor against any sum owed to the Contractor, in the County's sole discretion.

E. **Final Payment.** The Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.

F. The Contractor must not factor or assign payments to another entity or a financial institution. The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this bid

ARTICLE #124 – RETAINAGE – N/A for this bid

ARTICLE #125 – VENUE AND GOVERNING LAW

The Parties agree that this Contract shall be interpreted, construed, and enforced in accordance with the laws of the State of Georgia. Should either party bring a legal suit to enforce the terms of this Contract, including suit in equity, the Parties agree and consent to file any such suit in the Superior Court of Hall County, Georgia.

ARTICLE #126 – NOTICE OF INTENT TO LITIGATE

Contractor hereby agrees not to file any civil action of disputes or claims relating to the Contract except after first giving thirty (30) days written notice to the County of the claim and the intent to initiate a civil action.

ARTICLE #127 – GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (E-Verify)

A. By signing this Contract, the Contractor certifies that prior to and throughout the performance of all applicable work under this Contract it will remain in full compliance with all federal and state immigration laws including, but not limited to, 8 U.S.C. § 1324a and the Georgia Security and Immigration Compliance Act (O.C.G.A. §13-10-90 et seq.), as amended by the Illegal Immigration Reform and Enforcement Act of 2011 regarding the verification of employment eligibility of employees under the Immigration Reform and Control Act of 1986. Contractor will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this Contract or any subcontract or sub-subcontract hereunder.

B. Contractor further certifies its compliance with the aforementioned federal and state immigration laws set forth by signing a sworn affidavit, the Georgia Security and Immigration Compliance Act Affidavit (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference providing services pursuant to this Contract.

ARTICLE #128 – ORDER OF PRECEDENCE

In the event of any inconsistency, ambiguity, or conflict among the specific provisions of the Contract and the Contractor's response, the order of precedence shall be as follows:

1. Any amendments to the Contract, including all exhibits thereto.
2. The Contract itself, including all exhibits thereto.
3. Attachments appended to the Contract.
4. All other Contract attachments appended to the Contract.

ARTICLE #129 – CONTRACT EXHIBITS AND ATTACHMENTS

The Parties mutually acknowledge that all exhibits and attachments listed below made a part of this Contract, as though expressly written in the solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

Exhibit A – Bid Response Form
Exhibit B – Contract for Services
Exhibit C – Cost Proposal Worksheet
Exhibit D – W-9 Form
Exhibit E – E-Verify Affidavit
Exhibit F – Ethics Affidavit

ARTICLE #130 – SALES TAX EXEMPTION STATUS

The County is exempt from State of Georgia Local Sales and Use Tax. The Contractor understands and acknowledges that it is responsible for any sales and use tax it may incur. The Contractor will not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

ARTICLE #131 – HOLD HARMLESS AGREEMENT

The Contractor hereby agrees to indemnify, hold free and harmless Hall County Government, County Commissioners, its agents, servants, employees, officers, directors, elected officials, or any other person(s) against any loss or expense. This includes attorney fees because of any liability imposed by law upon the County, except in cases of the County's sole negligence, sustained by any person(s) on account of bodily injury or property damage arising out of or in the consequence of this Contract.

ARTICLE #132 – NOT A JOINT VENTURE

Nothing in the Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, or other association of any kind of agent and principal relationship between the parties thereto. Each party shall be deemed to be an independent contractor contracting for goods and services and acting toward the mutual benefits expected to be derived herefrom. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or contractors shall become or be deemed to become agents, servants, or employees of the County. Contractor shall therefore be responsible for compliance with all laws, rules, and regulations involving its employees and any subcontractors including, but not limited to, employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages.

ARTICLE #133 – CONTRACT TERMS AND CONDITIONS

1. All purchases must comply with the Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the terms and conditions herein and the Official Code of Hall County, the latter will govern.
3. The terms and conditions set herein shall supersede and govern over all vendor's terms and conditions or service level agreements.
4. The County retains the right to "red line" sections of the vendor's terms and conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order (PO) and delivery of goods or services shall be deemed as the vendor's full and complete acceptance of the County's terms and conditions.
6. The terms supplier, vendor, bidder, offeror, contractor, consultant, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one and the same, herein denoted as "supplier" for goods and "contractor" for services.
7. The terms goods, materials, commodities, components, drawings, drafts, renderings, plans (physical or digital), software, SaaS, capital asset equipment, vehicles, heavy earth-moving or other equipment (purchased or leased), or other such deliverables are herein denoted as "goods" and shall mean one and the same.
8. "Services" shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning, or otherwise where services are offered for consideration.
9. The County's payment terms are net 30 days (N30) in arrears. The County does not pay for services not yet rendered or goods not received and accepted. The County holds no obligation to goods delivered or services rendered that were not ordered and specified in writing. The vendor shall only deliver goods and services as described on the PO and within the Scope of Work and the vendor's bid response.
10. The vendor shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
11. The vendor shall not construe any verbal consent to purchase goods or services as valid.
12. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or specifications set forth in the PO, contract, or agreement unless mutually agreed in writing by both Parties.
13. The County does not accept automatic contract renewals except for monthly subscription services.
14. The County does not pay deposits towards goods ordered or services not yet rendered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.

15. The County will accept back orders only if goods are out of stock and with prior written notice. The vendor shall ship all quantities that it has in stock and hold orders for back orders.
16. The County participates in cooperative purchasing agreements, State of Georgia Statewide Contracts, and other state and local intergovernmental agreements, memorandums of understanding, and other such agreements.
17. For all legalities, the jurisdiction shall be the State of Georgia, County of Hall.
18. Deliveries shall be made to the ship-to address(es) listed on the PO and within the specified time. The vendor must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
19. Risk of loss of the goods shall pass to the County upon inspection and acceptance only. Receipt of goods or services does not constitute acceptance. Title to goods shall remain with the vendor until acceptance by the County.
20. The vendor warrants that its goods and services are merchantable, and it has a legal right to deliver the goods and services and as described herein.
21. The County shall have the right to inspect all goods or services at the time and place of delivery.
22. No right or interest in the contract shall be assigned by the vendor without written permission of the County, and no delegation of any obligation owed or the performance of any obligation by the vendor shall be made without the written permission of the County. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
23. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
24. This issuance of a PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 et seq. of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
25. All goods and services supplied pursuant to a PO shall, unless otherwise noted, conform exactly to all the descriptions, specifications, exhibits, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other solicitations upon which the PO is based, and the terms, conditions, and specifications of the solicitation are incorporated herein by reference and made a part hereof.
26. All media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials owned by the County shall become and remain County property and shall be delivered to the County upon request.
27. Invoices should be submitted to the County as described in the PO. Each PO number and/or contract number must be shown on each invoice submitted.
28. A PO issued with an attached contract or agreement, the terms and conditions of the attached contract or agreement shall govern in the event of any conflict with these terms and conditions.
29. The vendor may be suspended, terminated, or debarred if it is determined that it has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein. Thus, the vendor certifies that it and any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
30. The vendor certifies that it is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
31. Goods are Free-On-Board (F.O.B.) destination unless otherwise denoted. Freight, shipping, and delivery shall be pre-paid and added to the invoice as a separate line item. The vendor shall charge the County the exact amount of freight, delivery, handling, and insurance charges.
32. The County does not pay late fees nor interest charges.

33. The County is not bound to any minimum or maximum quantity or dollar amount set by the vendor.
34. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.
35. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

IN WITNESS WHEREOF, said Parties have hereunto affixed their signatures and seals on the day, month, and year below. Bidder must print their company's full legal company name as it appears on their W-9 form below:

Print Contractor's Full Legal Name Below:

Georgia Correctional Industries

By: WSigl

Print Name: Wanda Sigler

Title: Customer Svc Sales Rep

Sworn to and subscribed before me this

6th Day of May, 2026.

Notary Public: Delana Powell

Notary commission expires: 02/02/2029

[Seal or Stamp]

DELANA POWELL
NOTARY PUBLIC
WALTON COUNTY, GA
MY COMMISSION EXPIRES
FEBRUARY 2, 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

Public Works and Utilities

REPORT TO: **Work Session (06/22/26)**

REPORT TO: **Voting Meeting (06/25/26)**

ITEM NO: 391/2026

SUBJECT: Approve the award of RFQ #47-002 Hall County Program Management for Public Works & Utilities to DCCM Infrastructure, Inc. of Gainesville, GA, Ascension Program Management, LLC of Monroe, GA, and Volkert, Inc. of Alpharetta, GA. The estimated annual cost is $600,000.00.

Meetings:

Work Session Date: 06/22/26

Voting Meeting Date: 06/25/26

Executive Summary:

Presenter: JG

Recommendation:
Approve.

Purpose of Request:
Approve the award of RFQ #47-002 Hall County Program Management for Public Works & Utilities to DCCM Infrastructure, Inc. of Gainesville, GA, Ascension Program Management, LLC of Monroe, GA, and Volkert, Inc. of Alpharetta, GA. The estimated annual cost is $600,000.00.

History:

DCCM, Ascension, and Volkert are in good standings with the County.

Facts and Issues:
This is year one (1) of a possible five (5) year contract.

Competitive pricing will be solicited via the issuance of task orders throughout the year.

Options:

Funding Requested	$ 600,000.00
Are funds within current budget?	Yes
Source of Funds	Various
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Buyer	Submit	Approve	Purchasing
CB	JG	JG	AY
Budget	**Finance**	**Attorney**	**Administration**
JM	TS	JL	CR
Clerk			
JR			

Attachments:

Financial Supplement
Signature Request Cover Sheet
Contract - DCCM-Rochester
Contract - Volkert
Contract - Ascension
Bid Tab

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 391/2026

Funds Requested: $ 600,000.00

Request Budgeted: Yes

Proposed Source of Funding:

Various

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2027	TBD	TBD	521000-PROFESSIONAL SERVICES	$600,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: JG

Phone: (770) 531-6800

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 8, 2026

To: David Gibbs, Chairman, BOC

From: Connie Barnes, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: RFQ 47-002

Bid/Contract Name: Hall County Program Management

Department(s) Requesting Contract: Public Works

Award Recipient Name: Rochester / DCCM Infrastructure and Ascension Program Management for Local Program Management. Volkert Inc. for State/Federal Program Management.

Contract Description:

☒ Annual Contract ☒ New ☐ Renewal

FY 2026 Projected Spend: $407,993

☐ Price Increase Requested Increase Percentage: N/A

☐ Project/Service Contract FY 2027 Estimated Amount: $600,000

☐ Product Contract Estimated Amount:

Comment:

Approve a new annual contract for Hall County Program Management to Rochester/DCCM Infrastructure of Gainesville, GA, Ascension Program Management of Monroe, GA, and Volkert Inc. of Alpharetta, GA.
The FY 2027 estimated amount has been reviewed against the proposed FY 2027 budget by Finance.

APPENDIX: EXECUTED CONTRACT

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
Exhibit B – Contract for Services

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT #47-002

For the provision of

Hall County Program Management

ARTICLE #101 – INTRODUCTION

This Contract for the Hall County Program Management (hereinafter "Services") is made and as entered into as of _____ (execution date) and _____ (effective date), and is by-and-between Hall County, Georgia, (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and DCCM Infrastructure, Inc which is principally located at 425 Oak St NW, Gainesville, Georgia 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, agents, into a partner, employee, or agent of the County, nor shall either Party to this Contract have any authority to bind the other in any respect, and,

WHEREAS, Contractor represents that it complies with the State of Georgia requirements for corporations and has signified a willingness to provide Services to the County and the County has relied on such representation, and,

WHEREAS, the Parties mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

WHEREAS, this contract will become legally binding upon signature and execution by both Parties; and,

WHEREAS, any documents, exhibits, attachments, plans, or references are all incorporated herein by reference, and,

NOW THEREFORE, and in consideration of the mutual promises, terms, conditions, covenants, and agreements made as expressed and contained herein, or attached, incorporated, and made a part thereof, 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.

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
Jordan Wallace, PWS, PMP
Assistant County Engineer
Hall County Government
2875 Browns Bridge Rd
Gainesville, GA 30504
jwallace@hallcounty.org

COUNTY ISSUING OFFICER
Connie Barnes
Issuing Officer
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
cbarnes@hallcounty.org
Ph: (770) 535-8263

CONTRACTOR'S CONTACT INFORMATION

Contact Names: Brian Rochester and Sam Phillips

Company Name: DCCM Infrastructure, Inc

Physical Address: 425 Oak Street, NW, Gainesville, GA 30501

REMIT TO ADDRESS (if different): PO Box 2871 Gainesville, Georgia 30503

ARTICLE #104 – NON-EXCLUSIVE RIGHTS

The Contract is not exclusive. The County reserves the right to select other Contractors to provide the Services similar to those described in this Contract during the term of the Contract should the need arise, or the Contractor fail to perform.

ARTICLE #105 – CONTRACT TERM
The term will be for five (5) years: one (1) initial year followed by four (4) one-year renewal options, or until substantial project completion, whichever occurs first.

ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION
This Contract may only be modified, amended, or changed in writing and fully executed by both Parties hereto. This Contract constitutes the sole and entire Contract and understanding between the Parties as to the subject matter hereof, and no verbal promises have been made by either Party in relation hereto.

ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE
In the event that either Party to this Contract breaches this Contract, including failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party shall have thirty (30) days from the date of receipt of the written Notice-to-Cure the breach or to otherwise negotiate a resolution of the breach.

If the breach has not been cured and the Parties hereto have not resolved the issue described in the Notice-to-Cure by thirty (30) days after receipt of the letter, the Party authoring the letter shall be entitled to seek any and all remedies allowed by Georgia law, including damages, equitable relief, declaratory relief, specific performance, and/or relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable control of and without the fault or negligence of the Contractor. If the Services to be provided to the County are interrupted by a force majeure event, as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due to the Contractor under this Contract. If delay results from a third-party's negligent conduct or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract.

   Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Contract for failure or delay in fulfilling or performing any obligation under this Contract when such failure or delay is caused by or results from causes beyond the reasonable control of the affected Party including, but not limited to, fire, floods, embargoes, acts of war, civil unrest, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided, however, that the Party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure.

   Definition: The term "force majeure" as defined in Black's Law Dictionary is "an event or effect that can be neither anticipated nor controlled. It is a contractual provision allocating the risk of loss if performance becomes impossible or impracticable, especially as a result of an event that the Parties could not have anticipated or controlled."

B. **Obligations Beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to *ARTICLE #108 – TERMINATION PROVISIONS*.

C. **Transition Cooperation with the County and Cooperation with Other Contractors.** Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and reasonable cooperation and assistance to the County to ensure an orderly and efficient transition to the County or an alternative Contractor. Further, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such Contractors. Contractor shall not engage in any act that will interfere with the performance of work by any other Contractor(s).

ARTICLE #108 – TERMINATION PROVISIONS

The County may terminate this Contract by providing sixty (60) days written notice to the Contractor at any time. Should the County terminate this Contract prior to the date of automatic termination, Contractor shall provide the County with all deliverables up to the date of termination thirty (30) days after the Notice to Terminate is issued. The County shall pay the Contractor for all work properly performed in compliance with the terms of this Contract up to the date of termination.

A. **Termination for Convenience.** Following sixty (60) days' written notice, the County may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.

B. **Termination for Cause.** The occurrence of any of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:

1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract including, but without limitation, the expressed warranties made by the Contractor.
2. The County determines that Contractor's unsatisfactory performance substantially endangers completion or that default is likely to occur.
3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
4. The Contractor becomes subject to any Bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including Bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
5. The Contractor has failed to comply with applicable federal, state, and local laws, rules, County ordinances, regulations, and orders when performing within the scope of the Contract.
6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such

material breach after written notice thereof has been delivered in accordance with *ARTICLE #108.C* below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.

C. **Notice of Default.** If either Party causes any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the non-breaching Party may:
   1. Immediately terminate the Contract for default without additional written notice; and/or,
   2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
   3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

D. **Termination Due to Non-Availability of Funds.** This Contract will terminate immediately and absolutely if the County determines that adequate funds are de-appropriated such that the County cannot fulfill its obligations under the Contract, such determination being at the County's sole discretion and conclusive. County agrees to provide prompt written notice to Contractor in the event of any de-appropriation.

E. **Termination due to Failure of Contractor to Act.** The County may terminate the Contract for any of the following reasons effective immediately without advance notice:
   1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
   2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees, have caused, or reasonably could cause, life, health, or safety to be jeopardized.
   3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal, or maliciously incorrect.
   4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds (if required) when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS.

F. **Payment Limitation in Event of Termination.** In the event of termination of the Contract for any reason by County, the County shall pay only those amounts, if any, due and owing to the Contractor for Services actually received and accepted by the County up to and including the date of termination of the Contract and for which the County is obligated to pay pursuant to the Contract.

G. **Contractor's Termination Duties.** Upon receipt of a Notice of Termination, the Contractor shall:

1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of Notice of Termination describing the status of all work under the Contract including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
2. Immediately cease use and return to the County any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.
4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the Notification of Termination and the substitution of any replacement Contractor.
5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

ARTICLE #109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY

The Parties agree that the County shall not be responsible for defending or indemnifying any Contractor from any claim brought by any third party against the Contractor.

ARTICLE #110 – ASSIGNMENT AND DELEGATION BY CONTRACTOR

The Contractor shall not assign or delegate this Contract, or any performance required by it, in whole or in part, without the prior expressed written consent of the County.

ARTICLE #111 – USE OF THIRD PARTIES

This Contract is for the benefit of the Parties hereto only and is not intended to benefit any third party or give rise to any duty or causes of action for any third party. All restrictions, obligations, and responsibilities of the Contractor under the Contract shall also apply to third parties, if allowed in writing by the County. Any Contract with a third-party must also preserve the rights of the County.

ARTICLE #112 – ENTIRE CONTRACT

This Contract, as executed and approved, shall constitute the entire agreement between the Parties and supersedes all other prior and contemporaneous statements, agreements, and understandings between the Parties. No written or oral statements, agreements, or understandings that are not set out, referenced, or specifically incorporated in this Contract shall in any way be binding or of effect between the Parties.

ARTICLE #113 – SEVERABILITY

If any paragraph, sub-paragraph, sentence, clause, phrase, or portion of this Contract is declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this Contract as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the remaining portions of this Contract not so held to be invalid or the application of this Contract to other circumstances not so held to be invalid.

ARTICLE #114 – RECORDS

A. **Public Records Request.** The Georgia Open Records Act, as provided in O.C.G.A. § 50-18-70 et seq, requires procurement records and all other records received by or prepared or maintained on behalf of the County shall be made open to public inspection unless otherwise provided by law.
B. **Record Retention and Access.** The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the County throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

ARTICLE #115 – ADDITIONAL TERMS AND CONDITIONS

The County shall not be bound by any terms and conditions included in any Contractor's sales-orders, literature, packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level agreement, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

ARTICLE #116 – WAIVER

The failure of any Party hereto to seek a remedy for any alleged breach of this Contract shall not constitute a waiver of any claim, cause of action, or remedy allowed by Georgia law for breach thereof.

ARTICLE #117 – CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS

A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment, chemical, material, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County as quickly as possible. In the event of such replacement, Contractor shall (i) notify County of any resulting replacement, (ii) introduce the individual serving as the replacement to County, and/or (iii) provide County with a résumé and any other information regarding the individual that may be reasonably requested by County.
B. The County has the right to require the Contractor to reassign or remove any employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is not suitable. The County's decision shall be final, and Contractor will remove the employee immediately and replace with a person of at least equivalent training, experience, and requisite qualifications as quickly as possible, subject to the County's approval.
C. Contractor agrees to obtain prior written approval from the County for the use of sub-contractor(s) to provide the Services described in Scope of Work prior to sub-contractor(s) performance of work. Such non-disclosure of sub-contractors may result in non-payment for Services.

ARTICLE #118 – INSURANCE REQUIREMENTS

The Contractor must procure and maintain insurance policies at the Contractor's own expense and must furnish the County with a certificate of insurance (COI) providing evidence of proof of coverage at least in the amounts indicated in this subsection. The COI must list "Hall County, Georgia" as the certificate holder and as an additional insured under the commercial general, automobile, and umbrella liability policies as follows: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein throughout the duration of the Contract. The Contractor must maintain the following insurance coverage during the term of the Contract, in at least the minimum amounts set forth below, to cover all loss and liability for damages or destruction of property caused by or arising from any and all services carried on and any and all work performed by the Contractor pursuant to this Contract:

Workers Compensation Insurance: Required for all contracts.

- $500,000 Bodily Injury by Accident – Each Accident
- $500,000 Bodily Injury by Disease – Each Disease
- $500,000 Bodily Injury by Disease – Each Employee

Additional Provisions: Waiver of Subrogation. The insurer agrees to waive all rights of subrogation against Hall County Board of Commissioners (BOC), its elected or appointed officers, officials, agents, authorized volunteers, and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for Hall County BOC. This provision applies regardless of whether or not Hall County BOC has received a waiver of subrogation from the insurer.

General Liability Insurance: Required for all service contracts.

- $2,000,000 General Aggregate
- $2,000,000 Products & Completed Operations Aggregate
- $1,000,000 Each Occurrence
- $1,000,000 Personal & Advertising Injury
- $500,000 Damages to Premises/Fire/Legal
- $5,000 Medical Payments

Commercial Auto Liability Insurance: Required for all service contracts, except for goods and/or services that are remote in nature and/or are delivered by a professional delivery service.

- $1,000,000 Combined Single Limit Or $500,000 per Person/$1,000,000 per Occurrence
- $100,000 Property Damage
- $1,000 for Medical Payments (no fault coverage)

Additional Provisions:

- Uninsured motorist's coverage should be equal to the per occurrence limit except for contracts with other governmental entities.
- Coverage shall be included for any owned, leased, hired, or non-owned autos.

- For any contracts involving the transportation of hazardous materials, limited pollution endorsement ISO form CA9948 or its equivalent shall be on the policy.

Umbrella Liability Insurance: Required for all contracts.
$1,000,000 per Occurrence

Additional Provisions: Required for all contracts.
- Underlying coverage shall be General Liability, Automobile Liability, and Employers Liability (Workers Compensation).
- Minimum limit of $5,000,000 per occurrence for all contracts over $1,000,000 or involving any special risks or high hazard activities.
- Minimum limit of $5,000,000 for automobile coverage for any transportation contracts involving seniors, special education, transit services, students, or youths.
- Concurrent policy dates with primary liability policies except for workers compensation.

Professional Liability Insurance (Errors & Omissions): Required for all professional service contracts. This shall include any consultants, medical, legal, technical, insurance agents, or other professions that require proper licenses.
- $1,000,000 Each Claim/Wrongful Act
- $2,000,000 General Aggregate
- If written on a claim's made policy, the policy must be maintained for at least two (2) years after the completion of the work and/or contract.

ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR

A. Upon Contract Execution, the County will issue a Notice to Proceed ("NTP") and a Purchase Order ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) by electronic mail (e-mail) to the Contractor's representative in ARTICLE #103 – NOTICES.

   The Contractor shall not deliver any Services, equipment, devices, or components thereof until authorized in writing by the County. Any work including, but not limited to, travel, preliminary meetings, planning, etc. performed outside of the terms and conditions of and before the issuance of a NTP will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

   The Scope of Services shall remain in effect from the NTP date to substantial completion of the project. The Parties agree that the County will not pay or otherwise compensate the Contractor for any Services, materials, equipment, devices, or components thereof outside of the Scope of Work and/or beyond the term of this Contract, unless specifically authorized in writing as evidenced by an amendment pursuant to ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION, a time extension letter, or as otherwise authorized by the County.

B. **Invoice/Payment**

1. Contractor shall invoice the County via email each month sent solely to accountspayable@hallcounty.org and only after the County inspects and accepts the Services provided. Receipt of the Services and/or materials do not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in Exhibit C – Mandatory Cost Proposal Worksheet.
2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Each invoice shall include the Contractor's current "Remit to" address, a description of the Services provided, the invoice amount, the Contract number, and the associated PO number issued.
3. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted. The County does not pay for services not yet received but only in arrears except by written acceptance of pre-payment or deposit.
4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.
5. Contractor must submit Applications for Payment (Pay Apps) in accordance with the Conditions of the Contract.
6. If monthly progress payments are agreed upon, then County will make such payments upon inspection of services completed by the County's Project Manager. Additionally, the County may employ Engineers of Record.
7. Prior to Substantial Completion, progress payments in an amount equal to 95% of the value of the work completed and 95% percent of the value of materials and equipment not incorporated in the Work but delivered and suitably stored, in each case, the aggregate of payments previously made.
8. Retainage payments shall be paid by County after final acceptance of work.

C. Unsatisfactory Performance/Delay of Payment

1. If the County determines that the quality of the Services provided are deficient, unacceptable, or unsatisfactory the County's Project Manager identified in *ARTICLE #103 – NOTICES* shall issue a written Notice to Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), the County reserves the right to delay or deny payment pursuant to this *ARTICLE* or terminate the Contract pursuant to *ARTICLE #108 – TERMINATION PROVISIONS*.
2. **Delay of Payment Due to Contractor's Failure.** If the County determines that the Contractor has failed to perform or deliver any Services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such Services are delivered and accepted. In this event, the County may withhold that portion of the Contractor's compensation, which represents payment for Services that were not delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the County to incur costs, the County may deduct the amount of such incurred costs as liquidated damages from any amounts payable to Contractor. The County's authority to deduct such incurred costs shall not in any way affect the County's authority to terminate the Contract.

D. **Set-Off Against Sums Owed by the Contractor.** If the Contractor owes the County any sum under the terms of this Contract, pursuant to any judgment or pursuant

to any law, the County may set off the sum owed by the Contractor against any sum owed to the Contractor, in the County's sole discretion.

E. **Final Payment.** Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.

F. The Contractor must not factor or assign payments to another entity or a financial institution. –The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS (if required)
Performance and Payment Bonds are not required for professional services.

ARTICLE #124 – RETAINAGE
Retainage is not permitted for professional services.

ARTICLE #125 – VENUE AND GOVERNING LAW
The Parties agree that this Contract shall be interpreted, construed, and enforced in accordance with the laws of the State of Georgia. Should either party bring a legal suit to enforce the terms of this Contract, including suit in equity, the Parties agree and consent to file any such suit in the Superior Court of Hall County, Georgia.

ARTICLE #126 – NOTICE OF INTENT TO LITIGATE
Contractor hereby agrees not to file any civil action of disputes or claims relating to the Contract except after first giving thirty (30) days written notice to the County of the claim and the intent to initiate a civil action.

ARTICLE #127 – GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (E-Verify)

A. By signing this Contract, the Contractor certifies that prior to and throughout the performance of all applicable work under this Contract it will remain in full compliance with all federal and state immigration laws including, but not limited to, 8 U.S.C. § 1324a and the Georgia Security and Immigration Compliance Act (O.C.G.A. §13-10-90 et seq.), as amended by the Illegal Immigration Reform and Enforcement Act of 2011 regarding the verification of employment eligibility of employees under the Immigration Reform and Control Act of 1986. Contractor will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this Contract or any subcontract or sub-subcontract hereunder.

B. Contractor further certifies its compliance with the aforementioned federal and state immigration laws set forth by signing a sworn affidavit, the Georgia Security and Immigration Compliance Act Affidavit (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference providing services pursuant to this Contract.

ARTICLE #128 – ORDER OF PRECEDENCE
In the event of any inconsistency, ambiguity, or conflict among the specific provisions of the Contract and the Contractor's response, the order of precedence shall be as follows:

1. Any amendments to the Contract, including all exhibits thereto.

2. The Contract itself, including all exhibits thereto.
3. Attachments appended to the Contract.
4. All other Contract attachments appended to the Contract.

ARTICLE #129 – CONTRACT EXHIBITS AND ATTACHMENTS
The Parties mutually acknowledge that all exhibits and attachments listed below made a part of this Contract, as though expressly written in the solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

ARTICLE #130 – SALES TAX EXEMPTION STATUS
The County is exempt from State of Georgia Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur. The Bidder will not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

ARTICLE #131 – HOLD HARMLESS AGREEMENT
The successful respondent hereby agrees to indemnify, hold free and harmless Hall County Government, County Commissioners, its agents, servants, employees, officers, directors, elected officials, or any other person(s) against any loss or expense. This includes attorney fees because of any liability imposed by law upon the County, except in cases of the County's sole negligence, sustained by any person(s) on account of bodily injury or property damage arising out of or in the consequence of this Contract.

ARTICLE #132 – NOT A JOINT VENTURE
The County shall not be bound by any terms and conditions included in any Contractor packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level agreement, or other document which attempts to impose any condition in variance with or in the addition to the terms and conditions contained herein.

ARTICLE #133 - TOTALITY OF CONTRACT DOCUMENTS: The County considers all solicitation documents, exhibits, attachments, and Addenda, as included in the Contract, and incorporated herein by reference.

ARTICLE #134 – CONTRACT TERMS AND CONDITIONS
1. All purchases must comply with the Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the terms and conditions herein and the Official Code of Hall County, the latter will govern.
3. The terms and conditions set forth herein shall supersede and govern over all Contractor's terms and conditions or service level agreements.
4. The County retains the right to "red line" sections of the Contractor's terms and conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order ("PO") and delivery of goods or services serves as the Supplier's full and complete acceptance of the County's terms and conditions.

6. The terms "supplier", "vendor", "bidder", "offeror", "Contractor", "designer", "distributor", "dealer" or "manufacturer" or otherwise purveyor or source of supply or performance of service shall mean one and the same, herein denoted as "supplier" for goods and "Contractor" for services.
7. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, capital asset equipment, vehicles, heavy earth-moving or other equipment (purchased or leased), or other such deliverables are herein denoted as "goods" and shall mean one and the same.
8. "Services" shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning, or otherwise where services are offered for consideration.
9. The Supplier shall transfer and deliver all goods or services described on the respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective PO and within the Scope of Work and the Supplier's bid response.
11. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written PO or a Change Order of such.
12. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
13. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or specifications set forth in the PO, Contract, or Agreement, unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that it has in stock and hold orders for backorders.
17. The County participates in cooperative purchasing agreements, State of Georgia Statewide Contracts, and other state and local intergovernmental agreements, memoranda of understanding and other such agreements.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to addresses exist on the PO.
20. The County shall have the right to inspect all goods or services at the time and place of delivery. The risk of loss of goods shall pass to the County upon completion and final acceptance of the project delivery.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.

23. Contractor agrees not to assign, in full or in part, this Contract to another party without the County's expressed written consent. Any attempted assignment or delegation shall void and make ineffectual this Contract for all intents and purposes.
24. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
25. This issuance of a PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 *et seq.* of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
26. All goods and services supplied pursuant to a PO shall, unless otherwise stated, conform exactly to all the descriptions, specifications, exhibits, and attachments contained in the bid solicitation upon which a PO is based, and all the terms, conditions, and specifications of the bid solicitation are incorporated herein by reference and made a part hereof.
27. All media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials paid for in full by the County are considered County property and shall be delivered to the County upon request.
28. If a PO has an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
29. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein. Thus, the Supplier certifies that it and its sub-Contractors have not been debarred, suspended, or declared ineligible by any agency of the County, State of Georgia, or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
30. The Supplier certifies that it is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
31. Goods are Free-On-Board (F.O.B.) destination and freight. Shipping and delivery shall be pre-paid and added to the invoice as a separate line item. The Supplier shall charge the County the exact amount of freight, delivery, handling, and insurance charges the Supplier incurs.
32. The County does not pay late fees nor interest charges.
33. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier.
34. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

IN WITNESS WHEREOF, said Parties have hereunto affixed their signatures and seals on the day, month, and year below. Bidder must print their company's full legal company name as it appears on their W-9 form below:

Print Contractor's Full Legal Name Below:

DCCM Infrastructure, Inc

By: _____

Print Name: Kedrick Scott

Title: President, Georgia

Sworn to and subscribed before me this

26 Day of May, 2026.

Notary Public _____

Notary commission expires: 9.18.2029

[Locus Sigilli – Seal or Stamp]

HALL COUNTY, GEORGIA

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
Board of Commissioners Clerk

KELLY MOONEY
NOTARY
EXPIRES
GEORGIA
SEPTEMBER 18, 2029
PUBLIC
HALL COUNTY

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
*We have it **all** in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
Exhibit B – Contract for Services

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT #47-002

For the provision of

Hall County Program Management

ARTICLE #101 – INTRODUCTION

This Contract for the Hall County Program Management (hereinafter "Services") is made and as entered into as of _____ (execution date) and _____ (effective date), and is by-and-between Hall County, Georgia, (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Volkert, Inc. which is principally located at 5955 Shiloh Road East, Suite 90, Alpharetta, GA 30005. (hereinafter "Contractor").

WHEREAS, Contractor is an entity that is legally registered and qualified and holding any such licenses and certifications as may be required to render Services to do business in the State of Georgia. County and Contractor are known individually as a "Party" and collectively as the "Parties", and,

WHEREAS, nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, into a partner, employee, or agent of the County, nor shall either Party to this Contract have any authority to bind the other in any respect, and,

WHEREAS, Contractor represents that it complies with the State of Georgia requirements for corporations and has signified a willingness to provide Services to the County and the County has relied on such representation, and,

WHEREAS, the Parties mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

WHEREAS, this contract will become legally binding upon signature and execution by both Parties; and,

WHEREAS, any documents, exhibits, attachments, or plans, specifically referenced herein are all incorporated herein by reference, and,

NOW THEREFORE, and in consideration of the mutual promises, terms, conditions, covenants, and agreements made as expressed and contained herein, or attached, incorporated, and made a part thereof, 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.

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
Jordan Wallace, PWS, PMP
Assistant County Engineer
Hall County Government
2875 Browns Bridge Rd
Gainesville, GA 30504
jwallace@hallcounty.org

COUNTY ISSUING OFFICER
Connie Barnes
Issuing Officer
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
cbarnes@hallcounty.org
Ph: (770) 535-8263

CONTRACTOR'S CONTACT INFORMATION

Contact Names: David McFarlin, PE, PLS, PTOE

Company Name: Volkert, Inc.

Physical Address: 5955 Shiloh Road East, Suite 90, Alpharetta, GA 30005

REMIT TO ADDRESS (if different): _____

ARTICLE #104 – NON-EXCLUSIVE RIGHTS

The Contract is not exclusive. The County reserves the right to select other Contractors to provide the Services similar to those described in this Contract during the term of the Contract should the need arise, or the Contractor fail to perform.

ARTICLE #105 – CONTRACT TERM

The term will be for five (5) years: one (1) initial year followed by four (4) one-year renewal options, or until substantial project completion, whichever occurs first.

ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION

This Contract may only be modified, amended, or changed in writing and fully executed by both Parties hereto. This Contract constitutes the sole and entire Contract and understanding between the Parties as to the subject matter hereof, and no verbal promises have been made by either Party in relation hereto.

ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE

In the event that either Party to this Contract breaches this Contract, including failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party shall have thirty (30) days from the date of receipt of the written Notice-to-Cure the breach or to otherwise negotiate a resolution of the breach.

If the breach has not been cured and the Parties hereto have not resolved the issue described in the Notice-to-Cure by thirty (30) days after receipt of the letter, the Party authoring the letter shall be entitled to seek any and all remedies allowed by Georgia law, including damages, equitable relief, declaratory relief, specific performance, and/or relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable control of and without the fault or negligence of the Contractor. If the Services to be provided to the County are interrupted by a force majeure event, as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due to the Contractor under this Contract. If delay results from a third-party's negligent conduct or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract.

   Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Contract for failure or delay in fulfilling or performing any obligation under this Contract when such failure or delay is caused by or results from causes beyond the reasonable control of the affected Party including, but not limited to, fire, floods, embargoes, acts of war, civil unrest, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided, however, that the Party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure.

   Definition: The term "force majeure" as defined in Black's Law Dictionary is "an event or effect that can be neither anticipated nor controlled. It is a contractual provision allocating the risk of loss if performance becomes impossible or impracticable, especially as a result of an event that the Parties could not have anticipated or controlled."

B. **Obligations Beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to *ARTICLE #108 – TERMINATION PROVISIONS.*

C. **Transition Cooperation with the County and Cooperation with Other Contractors.** Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and reasonable cooperation and assistance to the County to ensure an orderly and efficient transition to the County or an alternative Contractor. Further, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such Contractors. Contractor shall not engage in any act that will interfere with the performance of work by any other Contractor(s).

ARTICLE #108 – TERMINATION PROVISIONS

The County may terminate this Contract by providing sixty (60) days written notice to the Contractor at any time. Should the County terminate this Contract prior to the date of automatic termination, Contractor shall provide the County with all deliverables up to the date of termination thirty (30) days after the Notice to Terminate is issued. The County shall pay the Contractor for all work properly performed in compliance with the terms of this Contract up to the date of termination.

A. **Termination for Convenience.** Following sixty (60) days' written notice, the County may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.

B. **Termination for Cause.** The occurrence of any of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
   1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract including, but without limitation, the expressed warranties made by the Contractor.
   2. The County determines that Contractor's unsatisfactory performance substantially endangers completion or that default is likely to occur.
   3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
   4. The Contractor becomes subject to any Bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including Bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
   5. The Contractor has failed to comply with applicable federal, state, and local laws, rules, County ordinances, regulations, and orders when performing within the scope of the Contract.
   6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such

material breach after written notice thereof has been delivered in accordance with *ARTICLE #108.C* below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.

C. **Notice of Default.** If either Party causes any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the non-breaching Party may:

1. Immediately terminate the Contract for default without additional written notice; and/or,
2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

D. **Termination Due to Non-Availability of Funds.** This Contract will terminate immediately and absolutely if the County determines that adequate funds are de-appropriated such that the County cannot fulfill its obligations under the Contract, such determination being at the County's sole discretion and conclusive. County agrees to provide prompt written notice to Contractor in the event of any de-appropriation.

E. **Termination due to Failure of Contractor to Act.** The County may terminate the Contract for any of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees, have caused, or reasonably could cause, life, health, or safety to be jeopardized.
3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds (if required) when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS.

F. **Payment Limitation in Event of Termination.** In the event of termination of the Contract for any reason by County, the County shall pay only those amounts, if any, due and owing to the Contractor for Services actually received and accepted by the County up to and including the date of termination of the Contract and for which the County is obligated to pay pursuant to the Contract.

G. **Contractor's Termination Duties.** Upon receipt of a Notice of Termination, the Contractor shall:

1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of Notice of Termination describing the status of all work under the Contract including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
2. Immediately cease use and return to the County any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.
4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the Notification of Termination and the substitution of any replacement Contractor.
5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

ARTICLE #109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY

The Parties agree that the County shall not be responsible for defending or indemnifying any Contractor from any claim brought by any third party against the Contractor.

ARTICLE #110 – ASSIGNMENT AND DELEGATION BY CONTRACTOR

The Contractor shall not assign or delegate this Contract, or any performance required by it, in whole or in part, without the prior expressed written consent of the County.

ARTICLE #111 – USE OF THIRD PARTIES

This Contract is for the benefit of the Parties hereto only and is not intended to benefit any third party or give rise to any duty or causes of action for any third party. All restrictions, obligations, and responsibilities of the Contractor under the Contract shall also apply to third parties, if allowed in writing by the County. Any Contract with a third-party must also preserve the rights of the County.

ARTICLE #112 – ENTIRE CONTRACT

This Contract, as executed and approved, shall constitute the entire agreement between the Parties and supersedes all other prior and contemporaneous statements, agreements, and understandings between the Parties. No written or oral statements, agreements, or understandings that are not set out, referenced, or specifically incorporated in this Contract shall in any way be binding or of effect between the Parties.

ARTICLE #113 – SEVERABILITY

If any paragraph, sub-paragraph, sentence, clause, phrase, or portion of this Contract is declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this Contract as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the remaining portions of this Contract not so held to be invalid or the application of this Contract to other circumstances not so held to be invalid.

ARTICLE #114 – RECORDS

A. **Public Records Request.** The Georgia Open Records Act, as provided in O.C.G.A. § 50-18-70 et seq, requires procurement records and all other records received by or prepared or maintained on behalf of the County shall be made open to public inspection unless otherwise provided by law.
B. **Record Retention and Access.** The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the County throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

ARTICLE #115 – ADDITIONAL TERMS AND CONDITIONS

The County shall not be bound by any terms and conditions included in any Contractor's sales-orders, literature, packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level agreement, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

ARTICLE #116 – WAIVER

The failure of any Party hereto to seek a remedy for any alleged breach of this Contract shall not constitute a waiver of any claim, cause of action, or remedy allowed by Georgia law for breach thereof.

ARTICLE #117 – CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS

A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment, chemical, material, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County as quickly as possible. In the event of such replacement, Contractor shall (i) notify County of any resulting replacement, (ii) introduce the individual serving as the replacement to County, and/or (iii) provide County with a résumé and any other information regarding the individual that may be reasonably requested by County.
B. The County has the right to require the Contractor to reassign or remove any employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is not suitable. The County's decision shall be final, and Contractor will remove the employee immediately and replace with a person of at least equivalent training, experience, and requisite qualifications as quickly as possible, subject to the County's approval.
C. Contractor agrees to obtain prior written approval from the County for the use of sub-contractor(s) to provide the Services described in Scope of Work prior to sub-contractor(s) performance of work. Such non-disclosure of sub-contractors may result in non-payment for Services.

D. Any other provision to the contrary notwithstanding, the Contractor's standard of care shall be that same degree of skill and care ordinarily exercised by a

professional of the same type, performing the same or similar services, at the same time and in the same location.

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". To the extent covered by applicable insurance policies, 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, to the extent covered by applicable insurance policies:

Workers Compensation Insurance: Required for all contracts.

- $500,000 Bodily Injury by Accident – Each Accident
- $500,000 Bodily Injury by Disease – Each Disease
- $500,000 Bodily Injury by Disease – Each Employee

Additional Provisions: Waiver of Subrogation. The insurer agrees to waive all rights of subrogation against Hall County Board of Commissioners (BOC), its elected or appointed officers, officials, agents, authorized volunteers, and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for Hall County BOC. This provision applies regardless of whether or not Hall County BOC has received a waiver of subrogation from the insurer.

General Liability Insurance: Required for all service contracts.

- $2,000,000 General Aggregate
- $2,000,000 Products & Completed Operations Aggregate
- $1,000,000 Each Occurrence
- $1,000,000 Personal & Advertising Injury
- $500,000 Damages to Premises/Fire/Legal
- $5,000 Medical Payments

Commercial Auto Liability Insurance: Required for all service contracts, except for goods and/or services that are remote in nature and/or are delivered by a professional delivery service.

- $1,000,000 Combined Single Limit Or $500,000 per Person/$1,000,000 per Occurrence
- $100,000 Property Damage
- $1,000 for Medical Payments (no fault coverage)

Additional Provisions:

- Uninsured motorist's coverage should be equal to the per occurrence limit except for contracts with other governmental entities.
- Coverage shall be included for any owned, leased, hired, or non-owned autos.
- For any contracts involving the transportation of hazardous materials, limited pollution endorsement ISO form CA9948 or its equivalent shall be on the policy.

Umbrella Liability Insurance: Required for all contracts.
$1,000,000 per Occurrence

Additional Provisions: Required for all contracts.
- Underlying coverage shall be General Liability, Automobile Liability, and Employers Liability (Workers Compensation).
- Minimum limit of $5,000,000 per occurrence for all contracts over $1,000,000 or involving any special risks or high hazard activities.
- Minimum limit of $5,000,000 for automobile coverage for any transportation contracts involving seniors, special education, transit services, students, or youths.
- Concurrent policy dates with primary liability policies except for workers compensation.

Professional Liability Insurance (Errors & Omissions): Required for all professional service contracts. This shall include any consultants, medical, legal, technical, insurance agents, or other professions that require proper licenses.
- $1,000,000 Each Claim/Wrongful Act
- $2,000,000 General Aggregate
- If written on a claim's made policy, the policy must be maintained for at least two (2) years after the completion of the work and/or contract.

ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR

A. Upon Contract Execution, the County will issue a Notice to Proceed ("NTP") and a Purchase Order ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) by electronic mail (e-mail) to the Contractor's representative in ARTICLE #103 – NOTICES.

The Contractor shall not deliver any Services, equipment, devices, or components thereof until authorized in writing by the County. Any work including, but not limited to, travel, preliminary meetings, planning, etc. performed outside of the terms and conditions of and before the issuance of a NTP will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Services shall remain in effect from the NTP date to substantial completion of the project. The Parties agree that the County will not pay or otherwise compensate the Contractor for any Services, materials, equipment, devices, or components thereof outside of the Scope of Work and/or beyond the term of this Contract, unless specifically authorized in writing as evidenced by an amendment

pursuant to ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION, a time extension letter, or as otherwise authorized by the County.

B. **Invoice/Payment**

1. Contractor shall invoice the County via email each month sent solely to accountspayable@hallcounty.org and only after the County inspects and accepts the Services provided. Receipt of the Services and/or materials do not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in Exhibit C – Mandatory Cost Proposal Worksheet.
2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Each invoice shall include the Contractor's current "Remit to" address, a description of the Services provided, the invoice amount, the Contract number, and the associated PO number issued.
3. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted. The County does not pay for services not yet received but only in arrears except by written acceptance of pre-payment or deposit.
4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.
5. Contractor must submit Applications for Payment (Pay Apps) in accordance with the Conditions of the Contract.
6. If monthly progress payments are agreed upon, then County will make such payments upon inspection of services completed by the County's Project Manager. Additionally, the County may employ Engineers of Record.
7. Prior to Substantial Completion, progress payments in an amount equal to 95% of the value of the work completed and 95% percent of the value of materials and equipment not incorporated in the Work but delivered and suitably stored, in each case, the aggregate of payments previously made.
8. Retainage payments shall be paid by County after final acceptance of work.

C. **Unsatisfactory Performance/Delay of Payment**

1. If the County determines that the quality of the Services provided are deficient, unacceptable, or unsatisfactory the County's Project Manager identified in *ARTICLE #103 – NOTICES* shall issue a written Notice to Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), the County reserves the right to delay or deny payment pursuant to this *ARTICLE* or terminate the Contract pursuant to *ARTICLE #108 – TERMINATION PROVISIONS*.
2. **Delay of Payment Due to Contractor's Failure.** If the County determines that the Contractor has failed to perform or deliver any Services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such Services are delivered and accepted. In this event, the County may withhold that portion of the Contractor's compensation, which represents payment for Services that were not delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the County to incur costs, the County may deduct the amount of such incurred costs as liquidated damages from any amounts payable to Contractor. The County's authority to deduct such

incurred costs shall not in any way affect the County's authority to terminate the Contract.

D. **Set-Off Against Sums Owed by the Contractor.** If the Contractor owes the County any sum under the terms of this Contract, pursuant to any judgment or pursuant to any law, the County may set off the sum owed by the Contractor against any sum owed to the Contractor, in the County's sole discretion.

E. **Final Payment.** Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.

F. The Contractor must not factor or assign payments to another entity or a financial institution. –The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS (if required)
Performance and Payment Bonds are not required for professional services.

ARTICLE #124 – RETAINAGE
Retainage is not permitted for professional services.

ARTICLE #125 – VENUE AND GOVERNING LAW
The Parties agree that this Contract shall be interpreted, construed, and enforced in accordance with the laws of the State of Georgia. Should either party bring a legal suit to enforce the terms of this Contract, including suit in equity, the Parties agree and consent to file any such suit in the Superior Court of Hall County, Georgia.

ARTICLE #126 – NOTICE OF INTENT TO LITIGATE
Contractor hereby agrees not to file any civil action of disputes or claims relating to the Contract except after first giving thirty (30) days written notice to the County of the claim and the intent to initiate a civil action.

ARTICLE #127 – GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (E-Verify)

A. By signing this Contract, the Contractor certifies that prior to and throughout the performance of all applicable work under this Contract it will remain in full compliance with all federal and state immigration laws including, but not limited to, 8 U.S.C. § 1324a and the Georgia Security and Immigration Compliance Act (O.C.G.A. §13-10-90 et seq.), as amended by the Illegal Immigration Reform and Enforcement Act of 2011 regarding the verification of employment eligibility of employees under the Immigration Reform and Control Act of 1986. Contractor will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this Contract or any subcontract or sub-subcontract hereunder.

B. Contractor further certifies its compliance with the aforementioned federal and state immigration laws set forth by signing a sworn affidavit, the Georgia Security and Immigration Compliance Act Affidavit (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference providing services pursuant to this Contract.

ARTICLE #128 – ORDER OF PRECEDENCE

In the event of any inconsistency, ambiguity, or conflict among the specific provisions of the Contract and the Contractor's response, the order of precedence shall be as follows:

1. Any amendments to the Contract, including all exhibits thereto.
2. The Contract itself, including all exhibits thereto.
3. Attachments appended to the Contract.
4. All other Contract attachments appended to the Contract.

ARTICLE #129 – CONTRACT EXHIBITS AND ATTACHMENTS

The Parties mutually acknowledge that all exhibits and attachments listed below made a part of this Contract, as though expressly written in the solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

ARTICLE #130 – SALES TAX EXEMPTION STATUS

The County is exempt from State of Georgia Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur. The Bidder will not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

ARTICLE #131 – HOLD HARMLESS AGREEMENT

The successful respondent hereby agrees to indemnify, hold free and harmless Hall County Government, County Commissioners, its agents, servants, employees, officers, directors, or elected officials against any loss or expense to the extent caused by a failure of respondent (also referred to herein as "Contractor") to meet the agreed upon standard of care. This includes attorney fees to the extent caused by any liability imposed by law upon the County sustained by any person(s) on account of bodily injury or property damage to the extent caused by failure to meet the standard of care in performance of this Contract.

ARTICLE #132 – NOT A JOINT VENTURE

The County shall not be bound by any terms and conditions included in any Contractor packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level agreement, or other document which attempts to impose any condition in variance with or in the addition to the terms and conditions contained herein.

ARTICLE #133 - TOTALITY OF CONTRACT DOCUMENTS: The County considers all solicitation documents, exhibits, attachments, and Addenda, as included in the Contract, and incorporated herein by reference.

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:

Volkert, Inc.

By: _____

Print Name: David N. McFarlin

Title: Senior Vice President

Sworn to and subscribed before me this

16 Day of June, 2025

Notary Public: Hailey Goldstein

Notary commission expires: 02/12/2029

[Locus Sigilli – Seal or Stamp]

HAILEY GOLDSTEIN
Notary Public-State of Florida
Commission # HH 639740
My Commission Expires
February 12, 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
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
Exhibit B – Contract for Services

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT #47-002

For the provision of

Hall County Program Management

ARTICLE #101 – INTRODUCTION

This Contract for the Hall County Program Management (hereinafter "Services") is made and as entered into as of _____ (execution date) and _____ (effective date), and is by-and-between Hall County, Georgia, (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and **Ascension Program Management, LLC** which is principally located at **2990 Summit Lane, Monroe, GA 30655**. (hereinafter "Contractor").

WHEREAS, Contractor is an entity that is legally registered and qualified and holding any such licenses and certifications as may be required to render Services to do business in the State of Georgia. County and Contractor are known individually as a "Party" and collectively as the "Parties", and,

WHEREAS, nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, into a partner, employee, or agent of the County, nor shall either Party to this Contract have any authority to bind the other in any respect, and,

WHEREAS, Contractor represents that it complies with the State of Georgia requirements for corporations and has signified a willingness to provide Services to the County and the County has relied on such representation, and,

WHEREAS, the Parties mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

WHEREAS, this contract will become legally binding upon signature and execution by both Parties; and,

WHEREAS, any documents, exhibits, attachments, plans, or references are all incorporated herein by reference, and,

NOW THEREFORE, and in consideration of the mutual promises, terms, conditions, covenants, and agreements made as expressed and contained herein, or attached, incorporated, and made a part thereof, 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.

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
Jordan Wallace, PWS, PMP
Assistant County Engineer
Hall County Government
2875 Browns Bridge Rd
Gainesville, GA 30504
jwallace@hallcounty.org

COUNTY ISSUING OFFICER
Connie Barnes
Issuing Officer
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
cbarnes@hallcounty.org
Ph: (770) 535-8263

CONTRACTOR'S CONTACT INFORMATION

Contact Names: **Thomas J. Prine CEO / President**
Aaron St. Pierre, Vice President

Company Name: **Ascension Program Management, LLC**

Physical Address: **HQ: 2990 Summit Lane, Monroe, GA 30655**
N. Metro Office: 8490 Anchor on Lanier Court, Gainesville, GA 30506

REMIT TO ADDRESS (if different):

HQ: 2990 Summit Lane, Monroe, GA 30655

ARTICLE #104 – NON-EXCLUSIVE RIGHTS

The Contract is not exclusive. The County reserves the right to select other Contractors to provide the Services similar to those described in this Contract during the term of the Contract should the need arise, or the Contractor fail to perform.

ARTICLE #105 – CONTRACT TERM

The term will be for five (5) years: one (1) initial year followed by four (4) one-year renewal options, or until substantial project completion, whichever occurs first.

ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION

This Contract may only be modified, amended, or changed in writing and fully executed by both Parties hereto. This Contract constitutes the sole and entire Contract and understanding between the Parties as to the subject matter hereof, and no verbal promises have been made by either Party in relation hereto.

ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE

In the event that either Party to this Contract breaches this Contract, including failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party shall have thirty (30) days from the date of receipt of the written Notice-to-Cure the breach or to otherwise negotiate a resolution of the breach.

If the breach has not been cured and the Parties hereto have not resolved the issue described in the Notice-to-Cure by thirty (30) days after receipt of the letter, the Party authoring the letter shall be entitled to seek any and all remedies allowed by Georgia law, including damages, equitable relief, declaratory relief, specific performance, and/or relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable control of and without the fault or negligence of the Contractor. If the Services to be provided to the County are interrupted by a force majeure event, as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due to the Contractor under this Contract. If delay results from a third-party's negligent conduct or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract.

   Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Contract for failure or delay in fulfilling or performing any obligation under this Contract when such failure or delay is caused by or results from causes beyond the reasonable control of the affected Party including, but not limited to, fire, floods, embargoes, acts of war, civil unrest, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided, however, that the Party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure.

   Definition: The term "force majeure" as defined in Black's Law Dictionary is "an event or effect that can be neither anticipated nor controlled. It is a contractual provision allocating the risk of loss if performance becomes impossible or impracticable, especially as a result of an event that the Parties could not have anticipated or controlled."

B. **Obligations Beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to *ARTICLE #108 – TERMINATION PROVISIONS.*

C. **Transition Cooperation with the County and Cooperation with Other Contractors.** Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and reasonable cooperation and assistance to the County to ensure an orderly and efficient transition to the County or an alternative Contractor. Further, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such Contractors. Contractor shall not engage in any act that will interfere with the performance of work by any other Contractor(s).

ARTICLE #108 – TERMINATION PROVISIONS

The County may terminate this Contract by providing sixty (60) days written notice to the Contractor at any time. Should the County terminate this Contract prior to the date of automatic termination, Contractor shall provide the County with all deliverables up to the date of termination thirty (30) days after the Notice to Terminate is issued. The County shall pay the Contractor for all work properly performed in compliance with the terms of this Contract up to the date of termination.

A. **Termination for Convenience.** Following sixty (60) days' written notice, the County may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.

B. **Termination for Cause.** The occurrence of any of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:

1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract including, but without limitation, the expressed warranties made by the Contractor.
2. The County determines that Contractor's unsatisfactory performance substantially endangers completion or that default is likely to occur.
3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
4. The Contractor becomes subject to any Bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including Bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
5. The Contractor has failed to comply with applicable federal, state, and local laws, rules, County ordinances, regulations, and orders when performing within the scope of the Contract.
6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such

material breach after written notice thereof has been delivered in accordance with *ARTICLE #108.C* below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.

C. **Notice of Default.** If either Party causes any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the non-breaching Party may:

1. Immediately terminate the Contract for default without additional written notice; and/or,
2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

D. **Termination Due to Non-Availability of Funds.** This Contract will terminate immediately and absolutely if the County determines that adequate funds are de-appropriated such that the County cannot fulfill its obligations under the Contract, such determination being at the County's sole discretion and conclusive. County agrees to provide prompt written notice to Contractor in the event of any de-appropriation.

E. **Termination due to Failure of Contractor to Act.** The County may terminate the Contract for any of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees, have caused, or reasonably could cause, life, health, or safety to be jeopardized.
3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds (if required) when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS.

F. **Payment Limitation in Event of Termination.** In the event of termination of the Contract for any reason by County, the County shall pay only those amounts, if any, due and owing to the Contractor for Services actually received and accepted by the County up to and including the date of termination of the Contract and for which the County is obligated to pay pursuant to the Contract.

G. **Contractor's Termination Duties.** Upon receipt of a Notice of Termination, the Contractor shall:

1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of Notice of Termination describing the status of all work under the Contract including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
2. Immediately cease use and return to the County any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.
4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the Notification of Termination and the substitution of any replacement Contractor.
5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

ARTICLE #109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY

The Parties agree that the County shall not be responsible for defending or indemnifying any Contractor from any claim brought by any third party against the Contractor.

ARTICLE #110 – ASSIGNMENT AND DELEGATION BY CONTRACTOR

The Contractor shall not assign or delegate this Contract, or any performance required by it, in whole or in part, without the prior expressed written consent of the County.

ARTICLE #111 – USE OF THIRD PARTIES

This Contract is for the benefit of the Parties hereto only and is not intended to benefit any third party or give rise to any duty or causes of action for any third party. All restrictions, obligations, and responsibilities of the Contractor under the Contract shall also apply to third parties, if allowed in writing by the County. Any Contract with a third-party must also preserve the rights of the County.

ARTICLE #112 – ENTIRE CONTRACT

This Contract, as executed and approved, shall constitute the entire agreement between the Parties and supersedes all other prior and contemporaneous statements, agreements, and understandings between the Parties. No written or oral statements, agreements, or understandings that are not set out, referenced, or specifically incorporated in this Contract shall in any way be binding or of effect between the Parties.

ARTICLE #113 – SEVERABILITY

If any paragraph, sub-paragraph, sentence, clause, phrase, or portion of this Contract is declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this Contract as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the remaining portions of this Contract not so held to be invalid or the application of this Contract to other circumstances not so held to be invalid.

ARTICLE #114 – RECORDS

A. **Public Records Request.** The Georgia Open Records Act, as provided in O.C.G.A. § 50-18-70 et seq, requires procurement records and all other records received by or prepared or maintained on behalf of the County shall be made open to public inspection unless otherwise provided by law.
B. **Record Retention and Access.** The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the County throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

ARTICLE #115 – ADDITIONAL TERMS AND CONDITIONS

The County shall not be bound by any terms and conditions included in any Contractor's sales-orders, literature, packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level agreement, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

ARTICLE #116 – WAIVER

The failure of any Party hereto to seek a remedy for any alleged breach of this Contract shall not constitute a waiver of any claim, cause of action, or remedy allowed by Georgia law for breach thereof.

ARTICLE #117 – CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS

A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment, chemical, material, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County as quickly as possible. In the event of such replacement, Contractor shall (i) notify County of any resulting replacement, (ii) introduce the individual serving as the replacement to County, and/or (iii) provide County with a résumé and any other information regarding the individual that may be reasonably requested by County.
B. The County has the right to require the Contractor to reassign or remove any employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is not suitable. The County's decision shall be final, and Contractor will remove the employee immediately and replace with a person of at least equivalent training, experience, and requisite qualifications as quickly as possible, subject to the County's approval.
C. Contractor agrees to obtain prior written approval from the County for the use of sub-contractor(s) to provide the Services described in Scope of Work prior to sub-contractor(s) performance of work. Such non-disclosure of sub-contractors may result in non-payment for Services.

ARTICLE #118 – INSURANCE REQUIREMENTS

The Contractor must procure and maintain insurance policies at the Contractor's own expense and must furnish the County with a certificate of insurance (COI) providing evidence of proof of coverage at least in the amounts indicated in this subsection. The COI must list "Hall County, Georgia" as the certificate holder and as an additional insured under the commercial general, automobile, and umbrella liability policies as follows: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein throughout the duration of the Contract. The Contractor must maintain the following insurance coverage during the term of the Contract, in at least the minimum amounts set forth below, to cover all loss and liability for damages or destruction of property caused by or arising from any and all services carried on and any and all work performed by the Contractor pursuant to this Contract:

Workers Compensation Insurance: Required for all contracts.

- $500,000 Bodily Injury by Accident – Each Accident
- $500,000 Bodily Injury by Disease – Each Disease
- $500,000 Bodily Injury by Disease – Each Employee

Additional Provisions: Waiver of Subrogation. The insurer agrees to waive all rights of subrogation against Hall County Board of Commissioners (BOC), its elected or appointed officers, officials, agents, authorized volunteers, and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for Hall County BOC. This provision applies regardless of whether or not Hall County BOC has received a waiver of subrogation from the insurer.

General Liability Insurance: Required for all service contracts.

- $2,000,000 General Aggregate
- $2,000,000 Products & Completed Operations Aggregate
- $1,000,000 Each Occurrence
- $1,000,000 Personal & Advertising Injury
- $500,000 Damages to Premises/Fire/Legal
- $5,000 Medical Payments

Commercial Auto Liability Insurance: Required for all service contracts, except for goods and/or services that are remote in nature and/or are delivered by a professional delivery service.

- $1,000,000 Combined Single Limit Or $500,000 per Person/$1,000,000 per Occurrence
- $100,000 Property Damage
- $1,000 for Medical Payments (no fault coverage)

Additional Provisions:

- Uninsured motorist's coverage should be equal to the per occurrence limit except for contracts with other governmental entities.
- Coverage shall be included for any owned, leased, hired, or non-owned autos.

- For any contracts involving the transportation of hazardous materials, limited pollution endorsement ISO form CA9948 or its equivalent shall be on the policy.

Umbrella Liability Insurance: Required for all contracts.
$1,000,000 per Occurrence

Additional Provisions: Required for all contracts.
- Underlying coverage shall be General Liability, Automobile Liability, and Employers Liability (Workers Compensation).
- Minimum limit of $5,000,000 per occurrence for all contracts over $1,000,000 or involving any special risks or high hazard activities.
- Minimum limit of $5,000,000 for automobile coverage for any transportation contracts involving seniors, special education, transit services, students, or youths.
- Concurrent policy dates with primary liability policies except for workers compensation.

Professional Liability Insurance (Errors & Omissions): Required for all professional service contracts. This shall include any consultants, medical, legal, technical, insurance agents, or other professions that require proper licenses.
- $1,000,000 Each Claim/Wrongful Act
- $2,000,000 General Aggregate
- If written on a claim's made policy, the policy must be maintained for at least two (2) years after the completion of the work and/or contract.

ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR

A. Upon Contract Execution, the County will issue a Notice to Proceed ("NTP") and a Purchase Order ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) by electronic mail (e-mail) to the Contractor's representative in ARTICLE #103 – NOTICES.

The Contractor shall not deliver any Services, equipment, devices, or components thereof until authorized in writing by the County. Any work including, but not limited to, travel, preliminary meetings, planning, etc. performed outside of the terms and conditions of and before the issuance of a NTP will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Services shall remain in effect from the NTP date to substantial completion of the project. The Parties agree that the County will not pay or otherwise compensate the Contractor for any Services, materials, equipment, devices, or components thereof outside of the Scope of Work and/or beyond the term of this Contract, unless specifically authorized in writing as evidenced by an amendment pursuant to ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION, a time extension letter, or as otherwise authorized by the County.

B. **Invoice/Payment**

1. Contractor shall invoice the County via email each month sent solely to accountspayable@hallcounty.org and only after the County inspects and accepts the Services provided. Receipt of the Services and/or materials do not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in Exhibit C – Mandatory Cost Proposal Worksheet.
2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Each invoice shall include the Contractor's current "Remit to" address, a description of the Services provided, the invoice amount, the Contract number, and the associated PO number issued.
3. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted. The County does not pay for services not yet received but only in arrears except by written acceptance of pre-payment or deposit.
4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.
5. Contractor must submit Applications for Payment (Pay Apps) in accordance with the Conditions of the Contract.
6. If monthly progress payments are agreed upon, then County will make such payments upon inspection of services completed by the County's Project Manager. Additionally, the County may employ Engineers of Record.
7. Prior to Substantial Completion, progress payments in an amount equal to 95% of the value of the work completed and 95% percent of the value of materials and equipment not incorporated in the Work but delivered and suitably stored, in each case, the aggregate of payments previously made.
8. Retainage payments shall be paid by County after final acceptance of work.

C. Unsatisfactory Performance/Delay of Payment

1. If the County determines that the quality of the Services provided are deficient, unacceptable, or unsatisfactory the County's Project Manager identified in *ARTICLE #103 – NOTICES* shall issue a written Notice to Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), the County reserves the right to delay or deny payment pursuant to this *ARTICLE* or terminate the Contract pursuant to *ARTICLE #108 – TERMINATION PROVISIONS*.
2. **Delay of Payment Due to Contractor's Failure.** If the County determines that the Contractor has failed to perform or deliver any Services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such Services are delivered and accepted. In this event, the County may withhold that portion of the Contractor's compensation, which represents payment for Services that were not delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the County to incur costs, the County may deduct the amount of such incurred costs as liquidated damages from any amounts payable to Contractor. The County's authority to deduct such incurred costs shall not in any way affect the County's authority to terminate the Contract.

D. **Set-Off Against Sums Owed by the Contractor.** If the Contractor owes the County any sum under the terms of this Contract, pursuant to any judgment or pursuant

to any law, the County may set off the sum owed by the Contractor against any sum owed to the Contractor, in the County's sole discretion.

E. **Final Payment.** Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.

F. The Contractor must not factor or assign payments to another entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS (if required)
Performance and Payment Bonds are not required for professional services.

ARTICLE #124 – RETAINAGE
Retainage is not permitted for professional services.

ARTICLE #125 – VENUE AND GOVERNING LAW
The Parties agree that this Contract shall be interpreted, construed, and enforced in accordance with the laws of the State of Georgia. Should either party bring a legal suit to enforce the terms of this Contract, including suit in equity, the Parties agree and consent to file any such suit in the Superior Court of Hall County, Georgia.

ARTICLE #126 – NOTICE OF INTENT TO LITIGATE
Contractor hereby agrees not to file any civil action of disputes or claims relating to the Contract except after first giving thirty (30) days written notice to the County of the claim and the intent to initiate a civil action.

ARTICLE #127 – GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (E-Verify)

A. By signing this Contract, the Contractor certifies that prior to and throughout the performance of all applicable work under this Contract it will remain in full compliance with all federal and state immigration laws including, but not limited to, 8 U.S.C. § 1324a and the Georgia Security and Immigration Compliance Act (O.C.G.A. §13-10-90 et seq.), as amended by the Illegal Immigration Reform and Enforcement Act of 2011 regarding the verification of employment eligibility of employees under the Immigration Reform and Control Act of 1986. Contractor will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this Contract or any subcontract or sub-subcontract hereunder.

B. Contractor further certifies its compliance with the aforementioned federal and state immigration laws set forth by signing a sworn affidavit, the Georgia Security and Immigration Compliance Act Affidavit (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference providing services pursuant to this Contract.

ARTICLE #128 – ORDER OF PRECEDENCE
In the event of any inconsistency, ambiguity, or conflict among the specific provisions of the Contract and the Contractor's response, the order of precedence shall be as follows:

1. Any amendments to the Contract, including all exhibits thereto.

2. The Contract itself, including all exhibits thereto.
3. Attachments appended to the Contract.
4. All other Contract attachments appended to the Contract.

ARTICLE #129 – CONTRACT EXHIBITS AND ATTACHMENTS

The Parties mutually acknowledge that all exhibits and attachments listed below made a part of this Contract, as though expressly written in the solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

ARTICLE #130 – SALES TAX EXEMPTION STATUS

The County is exempt from State of Georgia Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur. The Bidder will not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

ARTICLE #131 – HOLD HARMLESS AGREEMENT

The successful respondent hereby agrees to indemnify, hold free and harmless Hall County Government, County Commissioners, its agents, servants, employees, officers, directors, elected officials, or any other person(s) against any loss or expense. This includes attorney fees because of any liability imposed by law upon the County, except in cases of the County's sole negligence, sustained by any person(s) on account of bodily injury or property damage arising out of or in the consequence of this Contract.

ARTICLE #132 – NOT A JOINT VENTURE

The County shall not be bound by any terms and conditions included in any Contractor packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level agreement, or other document which attempts to impose any condition in variance with or in the addition to the terms and conditions contained herein.

ARTICLE #133 - TOTALITY OF CONTRACT DOCUMENTS: The County considers all solicitation documents, exhibits, attachments, and Addenda, as included in the Contract, and incorporated herein by reference.

ARTICLE #134 – CONTRACT TERMS AND CONDITIONS

1. All purchases must comply with the Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the terms and conditions herein and the Official Code of Hall County, the latter will govern.
3. The terms and conditions set forth herein shall supersede and govern over all Contractor's terms and conditions or service level agreements.
4. The County retains the right to "red line" sections of the Contractor's terms and conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order ("PO") and delivery of goods or services serves as the Supplier's full and complete acceptance of the County's terms and conditions.

6. The terms "supplier", "vendor", "bidder", "offeror", "Contractor", "designer", "distributor", "dealer" or "manufacturer" or otherwise purveyor or source of supply or performance of service shall mean one and the same, herein denoted as "supplier" for goods and "Contractor" for services.
7. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, capital asset equipment, vehicles, heavy earth-moving or other equipment (purchased or leased), or other such deliverables are herein denoted as "goods" and shall mean one and the same.
8. "Services" shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning, or otherwise where services are offered for consideration.
9. The Supplier shall transfer and deliver all goods or services described on the respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective PO and within the Scope of Work and the Supplier's bid response.
11. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written PO or a Change Order of such.
12. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
13. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or specifications set forth in the PO, Contract, or Agreement, unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that it has in stock and hold orders for backorders.
17. The County participates in cooperative purchasing agreements, State of Georgia Statewide Contracts, and other state and local intergovernmental agreements, memoranda of understanding and other such agreements.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to addresses exist on the PO.
20. The County shall have the right to inspect all goods or services at the time and place of delivery. The risk of loss of goods shall pass to the County upon completion and final acceptance of the project delivery.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.

23. Contractor agrees not to assign, in full or in part, this Contract to another party without the County's expressed written consent. Any attempted assignment or delegation shall void and make ineffectual this Contract for all intents and purposes.
24. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
25. This issuance of a PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 *et seq.* of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
26. All goods and services supplied pursuant to a PO shall, unless otherwise stated, conform exactly to all the descriptions, specifications, exhibits, and attachments contained in the bid solicitation upon which a PO is based, and all the terms, conditions, and specifications of the bid solicitation are incorporated herein by reference and made a part hereof.
27. All media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials paid for in full by the County are considered County property and shall be delivered to the County upon request.
28. If a PO has an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
29. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein. Thus, the Supplier certifies that it and its sub-Contractors have not been debarred, suspended, or declared ineligible by any agency of the County, State of Georgia, or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
30. The Supplier certifies that it is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
31. Goods are Free-On-Board (F.O.B.) destination and freight. Shipping and delivery shall be pre-paid and added to the invoice as a separate line item. The Supplier shall charge the County the exact amount of freight, delivery, handling, and insurance charges the Supplier incurs.
32. The County does not pay late fees nor interest charges.
33. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier.
34. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

IN WITNESS WHEREOF, said Parties have hereunto affixed their signatures and seals on the day, month, and year below. Bidder must print their company's full legal company name as it appears on their W-9 form below:

Print Contractor's Full Legal Name Below:

Ascension Program Management, LLC

By: _____

Print Name: **Thomas J. Prine**
Contractor

Title: **CEO / President**

Sworn to and subscribed before me this

12th Day of May, 2025.

Notary Public: Kim G Glanton

Notary commission expires: 2/10/29

[Locus Sigilli – Seal or Stamp]

KIM G GLANTON
NOTARY PUBLIC
My Commission Expires
02-10-2029
NEWTON COUNTY, GEORGIA

HALL COUNTY, GEORGIA

By: _____
David Gibbs, Chairman
Hall County Board of

Date: _____

Attestation: _____
Board of Commissioners Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

RFQ/P #47-002 Hall County Program Management

Bid Tab Summary

SCORES	Volkert Inc.	Rochester/DCCM Infrastructure	TTL	Atlas	Thomas & Hutton Engineering	Gresham Smith	Hoar Program Management	Turner & Townsend Heery LLC	Aanya Group
State and Federally Funded Projects	**Alpharetta, GA**	**Gainesville, GA**	**Atlanta, GA**	**Duluth, GA**	**Savannah, GA**	**Buford, GA**	**Atlanta, GA**	**Atlanta, GA**	**Atlanta, GA**
Average Technical Scores	96.67	93.33333333	82.50	80.00	75.00	73.33	72.50	70.00	65.83
Total Scores	**96.67**	**93.33**	**82.50**	**80.00**	**75.00**	**73.33**	**72.50**	**70.00**	**65.83**
Rank	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**

SCORES	Rochester/DCCM Infrastructure	Volkert Inc.	Ascension Program Management	Hoar Program Management	Gresham Smith	Thomas & Hutton Engineering	Aanya Group
Locally Funded Projects	**Gainesville, GA**	**Alpharetta, GA**	**Monroe, GA**	**Atlanta, GA**	**Buford, GA**	**Savannah, GA**	**Atlanta, GA**
Average Technical Scores	100.00	94.17	84.17	77.50	73.33	73.33	67.67
Total Scores	**100.00**	**94.17**	**84.17**	**77.50**	**73.33**	**73.33**	**67.67**
Rank	**1**	**2**	**3**	**4**	**5**	**5**	**6**

Number of companies emailed	19
Number of Hall Co Companies emailed	1
Total responses	10
Number of Hall Co responses	1
No Bids	0

AGENDA ITEM

Public Works and Utilities

REPORT TO: **Work Session (06/22/26)**

REPORT TO: **Voting Meeting (06/25/26)**

ITEM NO: 369/2026

SUBJECT: Approve the acceptance of streets and sidewalks into Hall County Maintenance in Highland Gates Subdivision. Commission District 3.

Meetings:

Work Session Date: 06/22/26 **Voting Meeting Date:** 06/25/26

Executive Summary:

Presenter: JG

Recommendation:
Approve

Purpose of Request:
Consider Acceptance of Streets and Sidewalks into Hall County Maintenance in Highland Gates Subdivision; all sidewalks are in and roads are completed.

History:

Facts and Issues:

Options:

Funding Requested	$ 0.00
Are funds within current budget?	No
Source of Funds	
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes

Is there a deadline for this item?

Approvals:

Submit	Approve	Budget	Finance
WS	JG	JM	TS

Attorney	Administration	Clerk
JL	CR	AD

Attachments:

Final Plat Information

Final Plat Information

Consider Acceptance of Streets into Hall County Maintenance in Highland Gates Subdivision. All sidewalks are in and roads are complete.

Subject Subdivision is located off Nopone Road.

COMM. DIST.	STREET NAME	SHEET NO.	R/W IN FEET	LENGTH IN MILES	WIDTH IN FEET	TYPE OF SURFACE	STATE REF. NO.
3	Highland Gate Parkway	8	50	0.995	20	P.M.	----
3	Yonah Park	8	50	0.254	20	P.M.	----
3	Chicopee Overlook	8	50	0.053	20	P.M.	----
3	Barefoot Run	8	50	0.178	20	P.M.	----
3	Whitetail Path Cove	8	50	0.057	20	P.M.	----

NOTES:

NUMBER OF LOTS:	142
CURB & GUTTER:	24” Rolled Back
TOTAL ACRES OF S/D:	116.4889 AC

AGENDA ITEM

Sheriff's Office

REPORT TO: **Work Session (06/22/26)**

REPORT TO: **Voting Meeting (06/25/26)**

ITEM NO: 346/2026

SUBJECT: Approve the renewal of the annual contract for IFB #010-46 Uniform Supply for the Sheriff's Office to Uniforms Unlimited of Athens, GA, Strongpoint, LLC of Gainesville, GA, Federal Eastern International, LLC of Jacksonville, FL, Smyrna Police Distributors of Smyrna, GA, and T & T Uniforms, Inc. of Austell, GA. The estimated annual cost is $268,202.00.

Meetings:

Work Session Date: 06/22/26

Voting Meeting Date: 06/25/26

Executive Summary:

Presenter: MFoKA

Recommendation:
Approve.

Purpose of Request:
Approve the renewal of the annual contract for IFB #010-46 Uniform Supply for the Sheriff's Office to Uniforms Unlimited of Athens, GA, Strongpoint, LLC of Gainesville, GA, Federal Eastern International, LLC of Jacksonville, FL, Smyrna Police Distributors of Smyrna, GA, and T & T Uniforms, Inc. of Austell, GA. The estimated annual cost is $268,202.00.

History:

All vendors are in good standing with the County and have serviced the County well over many years.

Facts and Issues:

Options:

This is year two (2) of a possible five (5) year contract.

Federal Eastern requested a twelve percent (12%) increase on one item which has been reviewed and approved by the Sheriff's Department.

T & T has requested a three percent (3%) increase for FY2027. These prices were also reviewed and approved by the Sheriff's Department.

Smyrna Police Distributors has requested price increases on many of their offered items ranging from two percent (2%) to twenty-six (26%), which averages twenty percent (20%) increase. The largest increase will be for the BLAUER uniform items which are the preferred uniforms for the Sheriff's Department. Only a few distributors are permitted to sell these items per the manufacturer. Even with the higher percentage of increase they are still the low-cost provider for these uniforms. The Sheriff's Department has reviewed and approved of these cost increases as well. All spreadsheets for price increases are included for further information.

Strongpoint and Uniforms Unlimited will hold their pricing for FY 2027.

Funding Requested	$ 268,202.00
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
JD	SC	SC	AY
Budget	**Finance**	**Attorney**	**Administration**
JM	TS	JL	CR
Clerk			
JR			

Attachments:

Financial Supplement
Bid Tab
Signature Request Cover Sheet
Contracts
Price Increases - T&T
Price Increases - Smyrna Police
Price Increases - Federal Eastern

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 346/2026

Funds Requested: $ 268,202.00

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	3310-SHERIFFâ€OPERATIONS	531700-UNIFORMS	$268,202.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: MF

Phone: 706-499-4697

BID TAB IFB #010-46 EXHIBIT C - Cost Proposal Worksheet SHERIFF UNIFORM SUPPLY ANNUAL CONTRACT		Uniforms Unlimited Athens, GA	Strongpoint, LLC Gainesville, GA
Item #	**Description**	**PRICE**	PRICE
1	BADGE-1ST LIEUTENANT Blackington B682, GOLD	$92.00	$140.00
2	BADGE-SHERIFF Blackington B682, GOLD	$85.00	$140.00
3	BADGE-CHIEF DEPUTY Blackton B682, GOLD	$85.00	$140.00
4	BADGE-MAJOR Blackington B682, GOLD	$85.00	$140.00
5	BADGE-CAPTAIN Blackington B682, GOLD	$85.00	$140.00
6	BADGE-LIEUTENANT Blackington B682, GOLD	$85.00	$140.00
7	BADGE-SGT Blackington B682, GOLD	$85.00	$140.00
8	BADGE-INVESTIGATOR Blackington B682, GOLD	$85.00	$140.00
9	BADGE- DEPUTY Blackington B682, SILVER/GOLD	$85.00	$140.00
10	NAME PLATE Blackington, GOLD	$17.00	$18.00
11	NAME PLATE Blackington, SILVER	$17.00	$18.00
12	COLLAR BRASS-SO GOLD, Symbo Arts, S.O., GOLD	$14.00	$16.00
13	COLLAR BRASS-HC SILVER Symbo Arts, H.C., SILVER	$14.00	$14.00
14	COLLAR BRASS-HC GOLD Symbol Arts, H.C., GOLD	$14.00	$16.00
15	COLLAR BRASS-SO SILVER Symbol Arts, S.O., SILVER	$14.00	$14.00
16	HAT BADGE-GOLD SYMBOL ARTS, GOLD		
17	HAT BADGE-SILVER, SYMBOL ARTS, SILVER		
18	HAT COVER, Flying Cross, COVER, Black	$10.00	
	Clothing - No exceptions where noted		
19	CLASS A PANTS -MEN'S FLYING CROSS, BLACK POLYESTER 3900-10		
	List prices for sizes: 28-40	$49.50	
	List prices for oversizes: 42-52	$58.00	
20	CLASS A PANTS -WOMEN'S FLYING CROSS, BLACK POLYESTER 3900W-10		
	List prices for sizes: 2-20	$49.50	
	List prices for oversizes: 22-24	$58.00	
21	CLASS A SHIRT - MEN'S L/S, FLYING CROSS, SILVER TAN 33W78Z-04		
	List prices for sizes: 14 - 20	$61.00	
	List prices for oversizes: 20-22	$75.00	
22	CLASS A SHIRT - WOMEN'S L/S, FLYING CROSS, SILVER TAN 126R78Z-04		

22	List prices for sizes: 30 - 48	$61.00	
	List prices for oversizes:	$75.00	
23	CLASS A SHIRT - MEN'S S/S, FLYING CROSS, Silver Tan 85R78Z-04		
	List prices for sizes: 14 -21	$53.00	
	List prices for oversizes:	$63.00	
24	CLASS A SHIRT WOMEN'S, S/S, FILYING CROSS, SILVER TAN 176R78Z-04		
	List prices for sizes: 32 - 48	$53.00	
	List prices for oversizes:	$63.00	
	Ties		
25	CLASS A TIE-20" LENGTH Samual Broome, Black	$8.00	
26	CLASS A TIE-22" LENGTH Samual Broome, Black	$8.00	
27	CLASS A TIE - SIZE 14.5 Samual Broome, Black	$7.00	
28	CLASS C MEN'S BLACK POLO, 5.11, 71049-019		
	List prices for sizes: S - XL	$39.00	$44.00
	List prices for oversizes: 2XL - 4XL	$42.00	$50.00
29	CLASS C WOMEN'S BLACK POLO, 5.11, 61165-019		
	List prices for sizes: S - XL	$39.00	$42.00
	List prices for oversizes: 2XL - 4XL	$42.00	$50.00
30	BLAUER MEN`S TACTICAL PANTS, BLACK , 8666		
	List prices for sizes: 30 - 40		
	List prices for oversizes: 42 - 56		
31	BLAUER WOMEN`S TACTICAL PANTS, BLK 8666W		
	List prices for sizes: 2 -16		
	List prices for oversizes: 18 -20		
32	BLAUER MEN`S L/S FULL SHIRT - SILVER TAN, 8671		
	List prices for sizes: S - XL		
	List prices for oversizes: 2XL - 5XL		
33	BLAUER WOMEN`S L/S FULL SHIRT - SILVER TAN, 8671W		
	List prices for sizes: 30 - 46		
	List all oversize prices		
34	BLAUER MEN`S S/S FULL SHIRT - SILVER TAN, 8676		
	List prices for sizes: Small - XLarge		
	List prices for sizes: 2XL - 5XL		

35	BLAUER WOMEN`S S/S FULL SHIRT - SILVER TAN, 8676W		
	List prices for sizes: 30 -44		
	List prices for sizes:		
36	BLAUER MEN'S S/S SHIRT, 8676, BLACK		
	List prices for Small - Xlarge		
	List prices for sizes 2XL - 5XL		
37	BLAUER MEN'S L/S SHIRT 8671, BLACK		
	List prices for sizes 14.5 - 17.5		
	List prices for sizes 18.0 - 22.5		
38	BLAUER WOMEN'S S/S SHIRT 8676W, BLACK		
	List prices for sizes 30 to 48		
	List all oversize prices		
39	BLAUER WOMEN'S L/S SHIRT 8671W, BLACK		
	List prices for sizes 30 to 48		
	List all oversize prices		
40	BELLEVILLE BOOTS - KHYBER SIDE ZIP, BLACK, TR960Z		
	Shoe Size: 4.0 - 8.5		
	Shoe Size: 9.0 - 12.0	$130.00	
	Shoe Size: 12.5 - 15	$130.00	
		$130.00	
41	CAMPAIGN HAT- STRATTON, 10DB, BLACK		
	Hat Sizes: 6 1/2 - 8	$96.00	
42	CAMPAIGN HAT ACORNS-GOLD, FLYING CROSS, ACORNS, GOLD	$9.50	
43	CAMPAIGN HAT STRAPS, FLYING CROSS, STRAP, BLACK	$9.00	
44	HAT COVER, FLYING CROSS, COVER, BLACK, 475 RHC	$9.00	
45	5.11 SIERRA BRAVO NYLON DUTY BELT - SIERRA BRAVO 59505, BLACK		
	List prices for sizes: Small - XLarge	$47.50	$60.00
	List prices for sizes: 2XL - 5XL	$55.00	$65.00
46	5.11 SIERRA BRAVO REPLACEMENT BUCKLE, SB BUCKLE, BLACK	$6.50	
47	5.11 SIERRA BRAVO REPLACEMENT BELT KEEPERS,	$11.50	$14.00

48	HALTZ TRAFFIC GLOVES FULL FINGER, HighVisibility		
48a	HNT501 - SMALL		
48b	HNT502- MEDIUM		
48c	HNT503- LARGE		
48d	HNT504-XL		
48e	HNT505-XXL		
48f	HNT506-XXXL		
49	TRAFFIC VEST- 2, REFLECTIVE APPAREL, YELLOW	$47.00	
50	HANDCUFFS, SMITH & WESSON, M100, SILVER	$32.00	$22.00
51	HANDCUFF CASE-5.11 NYLON, SIERRA BRAVO, 56246 BLACK	$17.25	$9.00
52	HANDCUFF KEY W/ KEYCHAIN, Zak Tool, ZT11P, BLACK	$7.00	$12.00
53	HANDCUFF KEY W/CLIP, Zak Tool, ZT14, BLACK	$7.00	
54	PATCH REMOVAL	$3.00	$2.00
55	PATCH REPLACEMENT	$4.00	$5.00
56	HEMMING	$7.00	$10.00
57	UNIFORM REPAIR	$10.00	$15.00

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 21, 2026

To: David Gibbs, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 010-46-1

Bid/Contract Name: Uniform Supply Annual Contract

Department(s) Requesting Contract: Sheriff

Award Recipient Name: Uniforms Unlimited, Strongpoint, LLC, Federal Eastern International, LLC, Smyrna Police Distributors, and T & T Uniforms, LLC

Contract Description:

☒ Annual Contract ☐ New ☒ Renewal

FY 2026 Projected Spend: $235,434

☐ Price Increase Requested Increase Percentage: 12%

☐ Project/Service Contract FY 27 Estimated Amount:$0

☒ Product Contract Estimated Amount: $268,202

Comment:

Year two (2) of a possible five (5) year contract.
Uniforms Unlimited and Strongpoint will hold their pricing for FY 2027, Federal Eastern requested a twelve percent (12%) increase on one item which has been reviewed and approved by the Sheriff's Department. T & T has requested a three percent (3%) increase on all of their items for FY2027. These prices were also reviewed and approved by the Sheriff's Department. Smyrna Police Distributors has requested price increases on many of their offered items ranging from two percent (2%) to twenty-six (26%), which averages twenty percent (20%) increase. The largest increase will be for the BLAUER uniform items which are the uniforms of choice for the Sheriff's Department. Only a few distributors are allowed to sell these

items per the manufacturer. Even with the higher percentage of increase they are still the low-cost provider for these uniforms. The Sheriff's Department has reviewed and approved of these cost increases as well. All spreadsheets for price increases are included for further information.
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
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

April 21, 2026

Smyrna Police Distributors
2295 South Cobb Dr.
Smyrna, GA 30080
Attn: Rhonda Jacobs
rondajacobs@spdist.com

RE: RFQ/P #010-46-1, Uniform Supply Annual Contract: Fiscal Year 2027 Renewal

Dear Rhonda,

Attached you will find Contract Renewal #1 extending your present contract through June 30, 2027, as per the same terms and conditions of Bid #010-46.

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 #010-46-1

Contract Renewal #1

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 #010-46, 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.

SMYRNA POLICE DISTRIBUTORS

By: _____

Print Name: Ronda Jacobs

Title: Contracts Manager

Date: 4/23/26

Sworn to and subscribed before me this

23 Day of April, 2026

Notary Public: _____

Notary commission expires: April 16, 2026

M ZANN MOON NOTARY PUBLIC COBB COUNTY, GEORGIA MY COMMISSION EXPIRES APRIL 16, 2026

HALL COUNTY, GEORGIA

By: _____

David Gibbs, Chairman

Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

_____

Nathaniel R. Anderson
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

April 21, 2026

T & T Uniforms, Inc.
3801 Tramore Pointe Pkwy
Suite 100
Austell, GA 30106
Attn: Zach Freise
zach@ttuniforms.com

RE: RFQ/P #010-46-1, Uniform Supply Annual Contract: Fiscal Year 2027 Renewal

Dear Sarah,

Attached you will find Contract Renewal #1 extending your present contract through June 30, 2027, as per the same terms and conditions of Bid #010-46.

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 #010-46-1

Contract Renewal #1

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 #010-46, 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.

T & T UNIFORMS, INC.

By: _____

Print Name: Zach Freise

Title: President

Date: 4/21/26

KAREN NOWAKOWSKI NOTARY PUBLIC COBB COUNTY, GEORGIA

Sworn to and subscribed before me this

22nd Day of April, 2026

Notary Public: Karen Nowakowski

Notary commission expires: 3/31/29

HALL COUNTY, GEORGIA

By: _____

David Gibbs, Chairman

Board of Commissioners

Date: _____

Attestation: _____

County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
*We have it **all** in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

April 21, 2026

Federal Eastern International, LLC
135 W Adams Street
Jacksonville, FL 32202
feicontracts@fedeastintl.com

RE: RFQ/P #010-46-1, Uniform Supply Annual Contract: Fiscal Year 2027 Renewal

Dear Sarah,

Attached you will find Contract Renewal #1 extending your present contract through June 30, 2027, as per the same terms and conditions of Bid #010-46.

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 #010-46-1

Contract Renewal #1

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 #010-46, 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.

Federal Eastern International, LLC

By: Sarah E. Hayes

Print Name: Sarah Hayes

Title: Chief Sales & Customer Service Officer

Date: 05/05/2026

Sworn to and subscribed before me this

5 Day of May, 2026

Notary Public:

Notary commission expires: 10/16/29

HALL COUNTY, GEORGIA

By: _____

David Gibbs, Chairman

Board of Commissioners

Date: _____

Attestation: _____
County Clerk

JESSICA DAVIS DUANE
MY COMMISSION # HH 729156
EXPIRES: October 16, 2029

APPROVED AS TO FORM

Nathaniel R. Anderson
Senior Assistant County Attorney

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

HALL COUNTY
GEORGIA
*We have it **all** in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

April 21, 2026

Strongpoint LLC
2365 Monroe Dr.
Gainesville, GA 30607
Attn: Michael Haefele
strongpointapparel@gmail.com

RE: RFQ/P #010-46-1, 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 #010-46.

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: Frank Michael Haefele

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

HALL COUNTY, GEORGIA

By: _____

David Gibbs, Chairman

Board of Commissioners

Date: _____

Attestation: _____

County Clerk

NOTARY PUBLIC HALL COUNTY, GA MY COMMISSION EXPIRES JULY 27 2026 KELLY W OLSON

APPROVED AS TO FORM

_____

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
*We have it **all** in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

April 21, 2026

Uniforms Unlimited
850 Prince Ave.
Athens, GA 30606
Attn: Wayne Wilson
wayne@uniformsunlimited.com

RE: RFQ/P #010-46-1, Uniform Supply Annual Contract: Fiscal Year 2027 Renewal

Dear Wayne,

Attached you will find Contract Renewal #1 extending your present contract through June 30, 2027, as per the same terms and conditions of Bid #010-46.

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 #010-46-1

Contract Renewal #1

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 #010-46, 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.

UNIFORMS UNLIMITED

By: Wayne Wilson

Print Name: Wayne Wilson

Title: President

Date: 5-5-26

Sworn to and subscribed before me this

5 Day of May, 2026

Notary Public: Krystin M Keller

Notary commission expires:

Krystin M Keller
NOTARY PUBLIC
OCONEE COUNTY, GEORGIA
My Commission Expires 08/29/2029

HALL COUNTY, GEORGIA

By: _____

David Gibbs, Chairman

Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM:

Nathaniel R. Anderson,
Senior Assistant County Attorney

IFB #010-46 SHERIFF UNIFORM SUPPLY ANNUAL CONTRACT		T & T UNIFORMS, INC. AUSTELL, GA		
Item #	Description	FY 2026 PRICING	Requested FY 2027 Price Revisions	% of CHANGE
1	BADGE-1ST LIEUTENANT Blackington B682, GOLD			
2	BADGE-SHERIFF Blackington B682, GOLD			
3	BADGE-CHIEF DEPUTY Blackton B682, GOLD			
4	BADGE-MAJOR Blackington B682, GOLD			
5	BADGE-CAPTAIN Blackington B682, GOLD			
6	BADGE-LIEUTENANT Blackington B682, GOLD			
7	BADGE-SGT Blackington B682, GOLD			
8	BADGE-INVESTIGATOR Blackington B682, GOLD			
9	BADGE- DEPUTY Blackington B682, SILVER/GOLD			
10	NAME PLATE Blackington, GOLD			
11	NAME PLATE Blackington, SILVER			
12	GOLD			
13	SILVER			
14	GOLD			
15	SILVER			
16	HAT BADGE-GOLD SYMBOL ARTS, GOLD			
17	HAT BADGE-SILVER, SYMBOL ARTS, SILVER			
18	HAT COVER, Flying Cross, COVER, Black			
	Clothing - No exceptions where noted			
19	POLYESTER 3900-10			
	List prices for sizes: 28-40	$51.00	$52.53	3%
	List prices for oversizes: 42-52	$60.00	$61.80	3%
20	BLACK POLYESTER 3900W-10			
	List prices for sizes: 2-20	$51.00	$52.53	3%
	List prices for oversizes: 22-24	$60.00	$61.80	3%
21	SILVER TAN 33W78Z-04			
	List prices for sizes: 14 - 20	$54.00	$55.62	3%
	List prices for oversizes: 20-22	$63.00	$64.89	3%
22	CROSS, SILVER TAN 126R78Z-04			
	List prices for sizes: 30 - 48	$54.00	$55.62	3%

	List prices for oversizes:	$63.00	$64.89	3%
23	CLASS A SHIRT - MEN'S S/S, FLYING CROSS, Silver Tan 85R78Z-04			
	List prices for sizes: 14 -21	$50.00	$51.50	3%
	List prices for oversizes:	$60.00	$61.80	3%
24	CLASS A SHIRT WOMEN'S, S/S, FILYING CROSS, SILVER TAN 176R78Z-04			
	List prices for sizes: 32 - 48	$50.00	$51.50	3%
	List prices for oversizes:	$60.00	$61.80	3%
	Ties			
25	CLASS A TIE-20" LENGTH Samual Broome, Black	$8.00	$8.24	3%
26	CLASS A TIE-22" LENGTH Samual Broome, Black	$8.00	$8.24	3%
27	CLASS A TIE - SIZE 14.5 Samual Broome, Black	$8.00	$8.24	3%
28	CLASS C MEN'S BLACK POLO, 5.11, 71049-019			
	List prices for sizes: S - XL	$41.50	$42.75	3%
	List prices for oversizes: 2XL - 4XL	$50.00	$51.50	3%
29	CLASS C WOMEN'S BLACK POLO, 5.11, 61165-019			
	List prices for sizes: S - XL	$39.50	$40.69	3%
	List prices for oversizes: 2XL - 4XL	$47.00	$48.41	3%
30	BLAUER MEN`S TACTICAL PANTS, BLACK , 8666			
	List prices for sizes: 30 - 40	$80.00	$82.40	3%
	List prices for oversizes: 42 - 56	$95.00	$97.85	3%
31	8666W			
	List prices for sizes: 2 -16	$80.00	$82.40	3%
	List prices for oversizes: 18 -20	$95.00	$97.85	3%
32	8671			
	List prices for sizes: S - XL	$74.75	$76.99	3%
	List prices for oversizes: 2XL - 5XL	$88.50	$91.16	3%
33	TAN, 8671W			
	List prices for sizes: 30 - 46	$74.75	$76.99	3%
	List all oversize prices	$88.50	$91.16	3%
34	8676			
	List prices for sizes: Small - XLarge	$69.80	$71.89	3%

	List prices for sizes: 2XL - 5XL	$82.50	$84.98	3%
35	TAN, 8676W			
	List prices for sizes: 30 -44	$69.80	$71.89	3%
	List prices for sizes:	$82.50	$84.98	3%
36	BLAUER MEN'S S/S SHIRT, 8676, BLACK			
	List prices for Small - Xlarge	$69.80	$71.89	3%
	List prices for sizes 2XL - 5XL	$83.00	$85.49	3%
37	BLAUER MEN'S L/S SHIRT 8671, BLACK			
	List prices for sizes 14.5 - 17.5	$74.75	$76.99	3%
	List prices for sizes 18.0 - 22.5	$89.00	$91.67	3%
38	BLAUER WOMEN'S S/S SHIRT 8676W, BLACK			
	List prices for sizes 30 to 48	$69.80	$71.89	3%
	List all oversize prices	$83.00	$85.49	3%
39	BLAUER WOMEN'S L/S SHIRT 8671W, BLACK			
	List prices for sizes 30 to 48	$74.75	$76.99	3%
	List all oversize prices			
40	BELLEVILLE BOOTS - KHYBER SIDE ZIP, BLACK, TR960Z			
	Shoe Size: 4.0 - 8.5			
	Shoe Size: 9.0 - 12.0	$123.00	$126.69	3%
	Shoe Size: 12.5 - 15	$123.00	$126.69	3%
		$123.00	$126.69	3%
41	CAMPAIGN HAT- STRATTON, 10DB, BLACK			
	Hat Sizes: 6 1/2 - 8	$107.00	$110.21	3%
42	CAMPAIGN HAT ACORNS-GOLD, FLYING CROSS, ACORNS, GOLD	$11.00	$11.33	3%
43	CAMPAIGN HAT STRAPS, FLYING CROSS, STRAP, BLACK	$8.00	$8.24	3%
44	475 RHC	$14.00	$14.42	3%
45	5.11 SIERRA BRAVO NYLON DUTY BELT - SIERRA BRAVO 59505, BLACK			
	List prices for sizes: Small - XLarge	$53.00	$54.59	3%
	List prices for sizes: 2XL - 5XL	$60.00	$61.80	3%
46	5.11 SIERRA BRAVO REPLACEMENT BUCKLE, SB BUCKLE, BLACK			
47	5.11 SIERRA BRAVO REPLACEMENT BELT			

47	KEEPERS,	$11.25	$11.59	3%
48	HighVisibility			
48a	HNT501 - SMALL	$35.00	$36.05	3%
48b	HNT502- MEDIUM	$35.00	$36.05	3%
48c	HNT503- LARGE	$35.00	$36.05	3%
48d	HNT504-XL	$35.00	$36.05	3%
48e	HNT505-XXL	$35.00	$36.05	3%
48f	HNT506-XXXL	$35.00	$36.05	3%
49	YELLOW	$24.50	$25.24	3%
50	HANDCUFFS, SMITH & WESSON, M100, SILVER	$33.00	$33.99	3%
51	HANDCUFF CASE-5.11 NYLON, SIERRA BRAVO, 56246 BLACK	$19.18	$19.76	3%
52	HANDCUFF KEY W/ KEYCHAIN, Zak Tool, ZT11P, BLACK	$7.66	$7.89	3%
53	HANDCUFF KEY W/CLIP, Zak Tool, ZT14, BLACK	$11.70	$12.05	3%
54	PATCH REMOVAL	$3.50	$3.61	3%
55	PATCH REPLACEMENT	$3.50	$3.61	3%
56	HEMMING	$10.00	$10.30	3%
57	UNIFORM REPAIR			

IFB #010-46 SHERIFF UNIFORM SUPPLY ANNUAL CONTRACT		Smyrna Police Distributors Smyrna, GA		
Item #	Description	FY 2026 PRICING	Requested FY 2027 Price Revisions	% of CHANGE
1	BADGE-1ST LIEUTENANT Blackington B682, GOLD	$80.00	$82.00	0%
2	BADGE-SHERIFF Blackington B682, GOLD	$80.00	$82.00	2%
3	BADGE-CHIEF DEPUTY Blackton B682, GOLD	$80.00	$82.00	2%
4	BADGE-MAJOR Blackington B682, GOLD	$80.00	$82.00	2%
5	BADGE-CAPTAIN Blackington B682, GOLD	$80.00	$82.00	2%
6	BADGE-LIEUTENANT Blackington B682, GOLD	$80.00	$82.00	2%
7	BADGE-SGT Blackington B682, GOLD	$80.00	$82.00	2%
8	BADGE-INVESTIGATOR Blackington B682, GOLD	$80.00	$82.00	2%
9	BADGE- DEPUTY Blackington B682, SILVER/GOLD	$80.00	$82.00	2%
10	NAME PLATE Blackington, GOLD	$17.00	$19.00	12%
11	NAME PLATE Blackington, SILVER	$17.00	$19.00	12%
12	GOLD	$26.50	$28.00	6%
13	SILVER	$26.50	$28.00	6%
14	GOLD	$26.50	$28.00	6%
15	SILVER	$26.50	$28.00	6%
16	HAT BADGE-GOLD SYMBOL ARTS, GOLD		No bid	
17	HAT BADGE-SILVER, SYMBOL ARTS, SILVER		No Bid	
18	HAT COVER, Flying Cross, COVER, Black	$23.00	$23.00	0%
	Clothing - No exceptions where noted			
19	POLYESTER 3900-10 List prices for sizes: 28-40 List prices for oversizes: 42-52	$56.00	$69.00	23%
20	BLACK POLYESTER 3900W-10 List prices for sizes: 2-20 List prices for oversizes: 22-24	$56.00	$69.00	23%
21	SILVER TAN 33W78Z-04 List prices for sizes: 14 - 20 List prices for oversizes: 20-22	$58.00	$73.00	26%
	Item discontinued: Substitited Item #8681			

22	CROSS, SILVER TAN 126R78Z-04 List prices for sizes: 30 - 48 Substituted Item #8681W	$58.00	$73.00	26%
23	CLASS A SHIRT - MEN'S S/S, FLYING CROSS, Silver Tan 85R78Z-04 Item discontinued Substituted Item #8686 List prices for sizes: 14 -21 List prices for oversizes:	$55.00	$69.00	25%
24	CLASS A SHIRT WOMEN'S, S/S, FILYING CROSS, SILVER TAN 176R78Z-04 SUBSTITED ITEM #8686W List prices for sizes: 32 - 48 List prices for oversizes:	$55.00	$69.00	25%
	Ties			
25	CLASS A TIE-20" LENGTH Samual Broome, Black CLASS A TIE-22" LENGTH Samual Broome, Black CLASS A TIE - SIZE 14.5 Samual Broome, Black	$8.00	$8.00	0%
26		$8.00	$8.00	0%
27		$7.50	$7.50	0%
28	CLASS C MEN'S BLACK POLO, 5.11, 71049-019 List prices for sizes: S - XL List prices for oversizes: 2XL - 4XL	$44.00	$47.00	7%
29	CLASS C WOMEN'S BLACK POLO, 5.11, 61165- 019 List prices for sizes: S - XL List prices for oversizes: 2XL - 4XL	$44.00	$47.00	7%
30	BLAUER MEN`S TACTICAL PANTS, BLACK , 8666 List prices for sizes: 30 - 40 List prices for oversizes: 42 - 56	$69.00	$74.50	8%
31	BLAUER WOMEN`S TACTICAL PANTS, BLK 8666W List prices for sizes: 2 -16 List prices for oversizes: 18 -20	$69.00	$74.50	8%
32	BLAUER MEN`S L/S FULL SHIRT - SILVER TAN, 8671 List prices for sizes: S - XL List prices for oversizes: 2XL - 5XL	$69.00	$76.00	10%

33	TAN, 8671W List prices for sizes: 30 - 46 List all oversize prices	$69.00	$76.00	10%
34	8676 List prices for sizes: Small - XLarge List prices for sizes: 2XL - 5XL	$65.00	$72.00	11%
35	TAN, 8676W List prices for sizes: 30 -44 List prices for sizes:	$65.00	$72.00	11%
36	BLAUER MEN'S S/S SHIRT, 8676, BLACK List prices for Small - Xlarge List prices for sizes 2XL - 5XL	$65.00	$72.00	11%
37	BLAUER MEN'S L/S SHIRT 8671, BLACK List prices for sizes 14.5 - 17.5 List prices for sizes 18.0 - 22.5	$69.00	$76.00	10%
38	BLAUER WOMEN'S S/S SHIRT 8676W, BLACK List prices for sizes 30 to 48 List all oversize prices	$65.00	$72.00	11%
39	BLAUER WOMEN'S L/S SHIRT 8671W, BLACK List prices for sizes 30 to 48 List all oversize prices	$69.00	$76.00	10%
40	BELLEVILLE BOOTS - KHYBER SIDE ZIP, BLACK, TR960Z Shoe Size: 4.0 - 8.5 Shoe Size: 9.0 - 12.0 Shoe Size: 12.5 - 15	$115.00	$120.00	4%
		$115.00	$120.00	4%
		$115.00	$120.00	4%
41	CAMPAIGN HAT- STRATTON, 10DB, BLACK Hat Sizes: 6 1/2 - 8			
		$110.00	$115.00	5%
42	CAMPAIGN HAT ACORNS-GOLD, FLYING CROSS, ACORNS, GOLD	$12.50	$12.50	0%
43	CAMPAIGN HAT STRAPS, FLYING CROSS, STRAP, BLACK	$9.00	$9.00	0%
44	475 RHC	$22.00	$22.00	0%

45	5.11 SIERRA BRAVO NYLON DUTY BELT - SIERRA BRAVO 59505, BLACK List prices for sizes: Small - XLarge List prices for sizes: 2XL - 5XL	$43.00	$60.00	40%
46	5.11 SIERRA BRAVO REPLACEMENT BUCKLE, SB BUCKLE, BLACK	discontinued		
47	5.11 SIERRA BRAVO REPLACEMENT BELT KEEPERS,	$17.00	$20.00	18%
48	HighVisibility			
48a	HNT501 - SMALL	$40.00	$40.00	0%
48b	HNT502- MEDIUM	$40.00	$40.00	0%
48c	HNT503- LARGE	$40.00	$40.00	0%
48d	HNT504-XL	$40.00	$40.00	0%
48e	HNT505-XXL	$40.00	$40.00	0%
48f	HNT506-XXXL	$40.00	$40.00	0%
49	YELLOW	$42.00	$42.00	0%
50	HANDCUFFS, SMITH & WESSON, M100, SILVER	$36.00	$36.00	0%
51	HANDCUFF CASE-5.11 NYLON, SIERRA BRAVO, 56246 BLACK	$22.00	$22.00	0%
52	HANDCUFF KEY W/ KEYCHAIN, Zak Tool, ZT11P, BLACK	$12.00	$12.00	0%
53	HANDCUFF KEY W/CLIP, Zak Tool, ZT14, BLACK	$12.00	$12.00	0%
54	PATCH REMOVAL	$1.25	$1.50	20%
55	PATCH REPLACEMENT	$1.25	$1.50	20%
56	HEMMING		Included with purchase of	
57	UNIFORM REPAIR	$12.00 - $18.00	$15 - $20	
				20%

***** Oversize charges apply

PANTS:

Sized 44 - 50 10% over base price

Sized 52 - 54 additional 20% over base price

Sized 56 - 60 additional 30% over base price

SHIRTS;

size 2XL additional 10% over base price

sizew 3 XL additioal 20% over base price

size 4XL additional 30% over base price

IFB #010-46 SHERIFF UNIFORM SUPPLY ANNUAL CONTRACT		FEDERAL EASTERN INTERNATIONAL, LLC JACKSONVILLE, FL		
Item #	**Description**	FY 2026 PRICING	Requested FY 2027 Price Revisions	% of CHANGE
1	BADGE-1ST LIEUTENANT Blackington B682, GOLD	$75.60		
2	BADGE-SHERIFF Blackington B682, GOLD	$75.60		
3	BADGE-CHIEF DEPUTY Blackton B682, GOLD	$75.60		
4	BADGE-MAJOR Blackington B682, GOLD	$75.60		
5	BADGE-CAPTAIN Blackington B682, GOLD	$75.60		
6	BADGE-LIEUTENANT Blackington B682, GOLD	$75.60		
7	BADGE-SGT Blackington B682, GOLD	$75.60		
8	BADGE-INVESTIGATOR Blackington B682, GOLD	$75.60		
9	BADGE- DEPUTY Blackington B682, SILVER/GOLD	Silver $68.60 / Gold $75.60		
10	NAME PLATE Blackington, GOLD			
11	NAME PLATE Blackington, SILVER			
12	GOLD			
13	SILVER			
14	GOLD			
15	SILVER			
16	HAT BADGE-GOLD SYMBOL ARTS, GOLD			
17	HAT BADGE-SILVER, SYMBOL ARTS, SILVER			
18	HAT COVER, Flying Cross, COVER, Black			
	Clothing - No exceptions where noted			
19	POLYESTER 3900-10 List prices for sizes: 28-40 List prices for oversizes: 42-52			
20	BLACK POLYESTER 3900W-10 List prices for sizes: 2-20 List prices for oversizes: 22-24			
21	SILVER TAN 33W78Z-04 List prices for sizes: 14 - 20 List prices for oversizes: 20-22			

22	CROSS, SILVER TAN 126R78Z-04 List prices for sizes: 30 - 48			
	List prices for oversizes:			
23	CLASS A SHIRT - MEN'S S/S, FLYING CROSS, Silver Tan 85R78Z-04			
	List prices for sizes: 14 -21			
	List prices for oversizes:			
24	CLASS A SHIRT WOMEN'S, S/S, FILYING CROSS, SILVER TAN 176R78Z-04			
	List prices for sizes: 32 - 48			
	List prices for oversizes:			
	Ties			
25	CLASS A TIE-20" LENGTH Samual Broome, Black CLASS A TIE-22" LENGTH Samual Broome, Black			
26	CLASS A TIE - SIZE 14.5 Samual Broome, Black			
27				
	CLASS C MEN'S BLACK POLO, 5.11, 71049-019			
28	List prices for sizes: S - XL	$36.75		
	List prices for oversizes: 2XL - 4XL	$42.50		
	CLASS C WOMEN'S BLACK POLO, 5.11, 61165- 019			
29	List prices for sizes: S - XL	$38.75		
	List prices for oversizes: 2XL - 4XL	$44.50		
	BLAUER MEN`S TACTICAL PANTS, BLACK , 8666			
30	List prices for sizes: 30 - 40			
	List prices for oversizes: 42 - 56			
	8666W			
31	List prices for sizes: 2 -16			
	List prices for oversizes: 18 -20			
	8671			
32	List prices for sizes: S - XL			
	List prices for oversizes: 2XL - 5XL			
	TAN, 8671W			

33	List prices for sizes: 30 - 46 List all oversize prices			
34	8676 List prices for sizes: Small - XLarge List prices for sizes: 2XL - 5XL			
35	TAN, 8676W List prices for sizes: 30 -44 List prices for sizes:			
36	BLAUER MEN'S S/S SHIRT, 8676, BLACK List prices for Small - Xlarge List prices for sizes 2XL - 5XL			
37	BLAUER MEN'S L/S SHIRT 8671, BLACK List prices for sizes 14.5 - 17.5 List prices for sizes 18.0 - 22.5			
38	BLAUER WOMEN'S S/S SHIRT 8676W, BLACK List prices for sizes 30 to 48 List all oversize prices			
39	BLAUER WOMEN'S L/S SHIRT 8671W, BLACK List prices for sizes 30 to 48 List all oversize prices			
40	BELLEVILLE BOOTS - KHYBER SIDE ZIP, BLACK, TR960Z Shoe Size: 4.0 - 8.5 Shoe Size: 9.0 - 12.0 Shoe Size: 12.5 - 15	$98.50 $98.50 $98.50	$110.00 $110.00 $110.00	12% 12% 12%
41	CAMPAIGN HAT- STRATTON, 10DB, BLACK Hat Sizes: 6 1/2 - 8			
42	CAMPAIGN HAT ACORNS-GOLD, FLYING CROSS, ACORNS, GOLD			
43	CAMPAIGN HAT STRAPS, FLYING CROSS, STRAP, BLACK			
44	475 RHC			
45	5.11 SIERRA BRAVO NYLON DUTY BELT - SIERRA BRAVO 59505, BLACK			

	List prices for sizes: Small - XLarge List prices for sizes: 2XL - 5XL	$49.75		
		$54.50		
46	5.11 SIERRA BRAVO REPLACEMENT BUCKLE, SB BUCKLE, BLACK	8		
47	5.11 SIERRA BRAVO REPLACEMENT BELT KEEPERS,	$12.75		
48	HighVisibility			
48a	HNT501 - SMALL			
48b	HNT502- MEDIUM			
48c	HNT503- LARGE			
48d	HNT504-XL			
48e	HNT505-XXL			
48f	HNT506-XXXL			
49	YELLOW			
50	HANDCUFFS, SMITH & WESSON, M100, SILVER	$33.75		
51	HANDCUFF CASE-5.11 NYLON, SIERRA BRAVO, 56246 BLACK	$18.50		
52	HANDCUFF KEY W/ KEYCHAIN, Zak Tool, ZT11P, BLACK	$11.50		
53	HANDCUFF KEY W/CLIP, Zak Tool, ZT14, BLACK	$11.50		
54	PATCH REMOVAL			
55	PATCH REPLACEMENT			
56	HEMMING			
57	UNIFORM REPAIR			

AGENDA ITEM

Sheriff's Office

REPORT TO: **Work Session (06/22/26)**

REPORT TO: **Voting Meeting (06/25/26)**

ITEM NO: 348/2026

SUBJECT: Approve the renewal of the annual contract for RFQ/P# 45-006 Inmate Food Services for the Hall County Jail to Kellwell Food Management of Beattyville, KY. The estimated annual cost is $1,517,418.00.

Meetings:

Work Session Date: 06/22/26 **Voting Meeting Date:** 06/25/26

Executive Summary:

Presenter: MJS

Recommendation:
Approve.

Purpose of Request:
Approve the renewal of the annual contract for RFQ/P# 45-006 Inmate Food Services for the Hall County Jail to Kellwell Food Management of Beattyville, KY. The estimated annual cost is $1,517,418.00.

History:

Kellwell Food Management is the vendor on this contract and is in good standing with the County.

Facts and Issues:
This is year three (3) of a possible five (5) year contract.

Options:

Funding Requested	$ 1,517,418.00
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	Approve	Purchasing

Buyer	Submit	Approve	Purchasing
MH	SC	SC	AY
Budget	**Finance**	**Attorney**	**Administration**
JM	TS	JL	CR
Clerk			
JR			

Attachments:
Financial Supplement
Signature Request Cover Sheet
Contract Renewal

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 348/2026

Funds Requested: $ 1,517,418.00

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	3326-SHERIFFâ€JAIL	531301-PRISONER MEALS	$1,517,418.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: MJS

Phone: 770-531-4959

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andrew 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: 45-006-3

Bid/Contract Name: Inmate Food Service for the Jail Annual Contract Renewal

Department(s) Requesting Contract: Sheriff

Award Recipient Name: Kellwell Food Management

Contract Description:

☒ Annual Contract ☐ New ☒ Renewal

FY 2026 Projected Spend: $1,460,000.00

☐ Price Increase Requested Increase Percentage: N/A

☒ Project/Service Contract FY 2027 Estimated Amount:$1,517,418.00

☐ Product Contract Estimated Amount:

Comment:

Approve the annual contract renewal for Inmate Food Service for the Jail Annual Contract Renewal to Kellwell Food Management of Versailles, KY. The FY 2027 estimated amount has been reviewed against the proposed FY 2027 budget by Finance.

State of Georgia
County of Hall

Contract#: 45-006-3

Contract Renewal

Inmate Food Services for the Hall County Jail

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#: 45-006, Inmate Food Services for the Hall County Jail; and

Whereas, the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the renewal as stated and therefore, the above numbered contract is hereby changed as follows:

1. By extending the Contract term through June 30, 2027,
2. Allow for price adjustments as agreed to and recorded on the New Pricing Table attached herein,
3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved in writing prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved change order. If work is done before approval of a change order, the subsequent change order will be rejected.

Therefore, With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

Kellwell Food Management

By: Kris Walling

Print Name: Kris Walling

Title: President

Sworn to and subscribed before me this

5th Day of June, 2026

Notary Public: Jessi Easter

Notary commission expires: 2/10/30

Hall County, Georgia

By. _____

David Gibbs
Chairman
Hall County Board of Commissioners

Date: _____

JESSICA LYNN EASTER - NOTARY PUBLIC
Comm. # KYNP44852
COMMONWEALTH OF KENTUCKY
MY COMM. EXP. 02/10/2030
COMMONWEALTH OF KENTUCKY

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

New Pricing Table:

Inmate Price With staff included		
To	From	Price Per Tray.
500	524	$2.2559
525	549	$2.2002
550	574	$2.1501
575	599	$2.1042
600	624	$2.0622
625	649	$2.0235
650	674	$1.9878
675	699	$1.9705
700	724	$1.9393
725	749	$1.9105
750	774	$1.8945
775	799	$1.8690
800	+	$1.8453

Hall County

AGENDA ITEM

Tax Assessors

REPORT TO: **Work Session (06/22/26)**

REPORT TO: **Voting Meeting (06/25/26)**

ITEM NO: 305/2026

SUBJECT: Approve the award of RFQ/P #47-005 Reappraisal and Equalization Assistance for Certain Real Property for the Tax Assessors' Office to Georgia Mass Appraisal Solutions & Services, Inc. (GMASS) of Norwood, GA. The estimated annual cost is $408,000.00.

Meetings:

Work Session Date: 06/22/26 **Voting Meeting Date:** 06/25/26

Executive Summary:

Presenter: JS

Recommendation:
Approve.

Purpose of Request:

Approve the award of RFQ/P #47-005 Reappraisal and Equalization Assistance for Certain Real Property for the Tax Assessors' Office to Georgia Mass Appraisal Solutions & Services, Inc. (GMASS) of Norwood, GA. The extimated annual cost is $408,000.00.

History:
GMASS held the previous contract for five (5) years and has proven to be a good and reliable vendor in servicing the contract for the County.

This soliciation received only one proposal and the department is requesting to award as a single source.

Facts and Issues:
Year one (1) of a possible five (5) year contract. After discussion with the Tax Assessors' Department, it is their request to award this to GMASS as a single source vendor. There are only a few companies that provide these services and other vendors that service this area do not have the resources to fulfill the proposed request.

Options:

Funding Requested	$ 408,000.00
Are funds within current budget?	Yes
Source of Funds	General Fund
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes

Is there a deadline for this item? 2026-06-30

Approvals:

Buyer	Submit	Approve	Purchasing
JD	JS	JS	AY
Budget	**Finance**	**Attorney**	**Administration**
JM	TS	JL	CR
Clerk			
JR			

Attachments:
Financial Supplement
Bid Tabulation
Signature Request & Contract

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 305/2026

Funds Requested: $ 408,000.00

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	1550-TAX ASSESSOR	521000-PROFESSIONAL SERVICES	$408,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: JS

Phone: 770-531-6722

RFP #47-007 Reappraisal and Equalization Assistance for Certain Real Property Bid Tabulation	GMASS NORWOOD, GA
Services Cost	

On Site Reviews (per parcel)	$32.00
Limited Field Reviews (per parcel)	$20.00
New Construction (per parcel)	$42.00
Desk Audit (per audit)	$6.00
Appeal Assistance (per appeal)	$125.00
Market Models (per model)	$3,000.00
Technical Support (per hour)	$90.00
Assistance & Expertise in Mass Appraisal Tasks (per day)	$600.00

Services Cost - Ancillary Items	

Per Diem rate (includes expenses)	$650.00
Superior Court and Hearing Officer cases (per day)	$1,000.00

All requested items in bid combined

Bids Mailed: 10 (Hall - 1)
Bids Received: 1 (Hall - 0) No Bid-0

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

CONTRACT EXECUTION SIGNATURE REQUEST

Date: May 5, 2026

To: David Gibbs, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 47-005

Bid/Contract Name: Reappraisal and Equalization Assistance for Certain Real Property

Department(s) Requesting Contract: Tax Assessor

Award Recipient Name: Georgia Mass Appraisal Solutions & Services, Inc. (GMASS)

Contract Description:

☒ Annual Contract ☒ New ☐ Renewal

FY 2026 Projected Spend: $400,000

☐ Price Increase Requested Increase Percentage: 0%

☒ Project/Service Contract FY 27 Estimated Amount:$408,000

☐ Product Contract Estimated Amount:

Comment:
Year one (1) of a possible five (5) year contract.
GMASS held the previous contract for five (5) years and has proven to be a good and reliable vendor in servicing the contract for the County.
This solicitation only received one (1) proposal. After discussion with the Tax Assessor Department, it is their request to award this to GMASS as a single source vendor. There are only a few companies that provide these services and apparently other vendors that services in this area do not have the resources to fulfil the proposed request. The last time this contract was out for bid, there were only two (2) vendors that responded: GMASS and Tyler Technologies with Tyler's pricing much higher than GMASS.

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: 770.531.6711

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 #47-005

For the provision of

Reappraisal and Equalization Assistance for Certain Real Property

ARTICLE #101 – INTRODUCTION

This Contract for Reappraisal and Equalization Assistance for Certain Real Property (hereinafter "Services") is entered into on_____ (effective date) and with a limited term from July 1, 2026 to June 30, 2027 is by and between Hall County, Georgia, (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Georgia Mass Appraisal Solutions & Services Inc. which is principally located at 5040 Ridge Rd, Norwood, GA 30821. (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
John Smith
Deputy Chief Appraiser
Hall County Tax Accessors
2875 Browns Bridge Rd.
Gainesville, GA 30504
jtsmith@hallcounty.org
Ph: (770) 531-6722

COUNTY ISSUING OFFICER
Julie Dorough
Issuing Officer
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
jdorough@hallcounty.org
Ph: (770) 535-8270

CONTRACTOR'S CONTACT INFORMATION

Contact Name(s): Kristi Reese

Email Address(es): Kristi@gmass.Net

Phone Number(s): 706-339-4396

Physical Address: 5040 Ridge Rd

City/State/ZIP: Norwood, GA 30821

REMIT TO ADDRESS (if different): P.O. Box 67
Norwood, GA 30821

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

For multi-year contracts, the term will be for five (5) years, with one (1) initial year followed by four (4) one-year renewal options. Renewals are not automatic nor guaranteed.

ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION

This Contract may only be modified, amended, or changed in writing and fully executed by both Parties hereto. This Contract constitutes the sole and entire Contract and understanding between the Parties as to the subject matter hereof, and no verbal promises have been made by either Party in relation hereto.

ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE

In the event that either Party to this Contract breaches this Contract, including failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice to Cure to the breaching Party which describes the breach of this Contract. The breaching Party shall have thirty (30) days from the date of receipt of the written Notice to cure the breach or to otherwise negotiate a resolution of the breach.

If the breach has not been cured and the Parties hereto have not resolved the issue described in the Notice to Cure by thirty (30) days after receipt of the letter, the Party authoring the letter shall be entitled to seek any and all remedies allowed by Georgia law, including damages, equitable relief, declaratory relief, specific performance, and/or relief as to any bonds issued hereon.

Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable control of and without the fault or negligence of the Contractor. If the Services to be provided to the County are interrupted by a force majeure event, as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due to the Contractor under this Contract. If delay results from a third-party's negligent conduct or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract.

   Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Contract for failure or delay in fulfilling or performing any obligation under this Contract when such failure or delay is caused by or results from causes beyond the reasonable control of the affected Party including, but not limited to, fire, floods, embargoes, acts of war, civil unrest, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided, however, that the Party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure.

   Definition: The term "force majeure" as defined in Black's Law Dictionary is "an event or effect that can be neither anticipated nor controlled. It is a contractual provision allocating the risk of loss if performance becomes impossible or impracticable, especially as a result of an event that the Parties could not have anticipated or controlled."

B. **Obligations Beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to *ARTICLE #108 – TERMINATION PROVISIONS*.

C. **Transition Cooperation with the County and Cooperation with Other Contractors.** Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and reasonable cooperation and assistance to the County to ensure an

orderly and efficient transition to the County or an alternative Contractor. Further, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such Contractors. Contractor shall not engage in any act that will interfere with the performance of work by any other Contractor(s).

ARTICLE #108 – TERMINATION PROVISIONS

The County may terminate this Contract by providing sixty (60) days written notice to the Contractor at any time. Should the County terminate this Contract prior to the date of automatic termination, Contractor shall provide the County with all deliverables up to the date of termination thirty (30) days after the Notice to Terminate is issued. The County shall pay the Contractor for all work properly performed in compliance with the terms of this Contract up to the date of termination.

A. **Termination for Convenience.** Following sixty (60) days' written notice, the County may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.

B. **Termination for Cause.** The occurrence of any of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
   1. The Contractor fails to deliver, or has delivered, nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract including, but without limitation, the expressed warranties made by the Contractor.
   2. The County determines that Contractor's unsatisfactory performance substantially endangers completion or that default is likely to occur.
   3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
   4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
   5. The Contractor has failed to comply with applicable federal, state, and local laws, rules, County ordinances, regulations, and orders when performing within the scope of the Contract.
   6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with *ARTICLE #108.C* below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.

C. **Notice of Default.** If either Party causes any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the non-breaching Party may:
   1. Immediately terminate the Contract for default without additional written notice; and/or,
   2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,

3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

D. **Termination Due to Non-Availability of Funds.** This Contract will terminate immediately and absolutely if the County determines that adequate funds are de-appropriated such that the County cannot fulfill its obligations under the Contract, such determination being at the County's sole discretion and conclusive. County agrees to provide prompt written notice to Contractor in the event of any de-appropriation.

E. **Termination due to Failure of Contractor to Act.** The County may terminate the Contract for any of the following reasons effective immediately without advance notice:
   1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
   2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees, have caused, or reasonably could cause, life, health, or safety to be jeopardized.
   3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal, or maliciously incorrect.
   4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in *ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS.*

F. **Payment Limitation in Event of Termination.** In the event of termination of the Contract for any reason by County, the County shall pay only those amounts, if any, due and owing to the Contractor for Services actually received and accepted by the County up to and including the date of termination of the Contract and for which the County is obligated to pay pursuant to the Contract.

G. **Contractor's Termination Duties.** Upon receipt of a Notice of Termination, the Contractor shall:
   1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of Notice of Termination describing the status of all work under the Contract including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
   2. Immediately cease use and return to the County any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
   3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.
   4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the Notification of Termination and the substitution of any replacement Contractor.
   5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

H. **Liquidated Damages.** N/A for this contract.

ARTICLE #109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY

The Parties agree that the County shall not be responsible for defending or indemnifying any Contractor from any claim brought by any third party against the Contractor.

ARTICLE #110 – ASSIGNMENT AND DELEGATION BY CONTRACTOR

The Contractor shall not assign or delegate this Contract, or any performance required by it, in whole or in part, without the prior expressed written consent of the County.

ARTICLE #111 – USE OF THIRD PARTIES

This Contract is for the benefit of the Parties hereto only and is not intended to benefit any third party or give rise to any duty or causes of action for any third party. All restrictions, obligations, and responsibilities of the Contractor under the Contract shall also apply to third parties, if allowed in writing by the County. Any Contract with a third-party must also preserve the rights of the County.

ARTICLE #112 – ENTIRE CONTRACT

This Contract, as executed and approved, shall constitute the entire agreement between the Parties and supersedes all other prior and contemporaneous statements, agreements, and understandings between the Parties. No written or oral statements, agreements, or understandings that are not set out, referenced, or specifically incorporated in this Contract shall in any way be binding or of effect between the Parties.

ARTICLE #113 – SEVERABILITY

If any paragraph, sub-paragraph, sentence, clause, phrase, or portion of this Contract is declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this Contract as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the remaining portions of this Contract not so held to be invalid or the application of this Contract to other circumstances not so held to be invalid.

ARTICLE #114 – RECORDS

A. **Public Records Request.** The Georgia Open Records Act, as provided in O.C.G.A. § 50-18-70 et seq, requires procurement records and all other records received by or prepared or maintained on behalf of the County shall be made open to public inspection unless otherwise provided by law.
B. **Record Retention and Access.** The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the County throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

ARTICLE #115 – ADDITIONAL TERMS AND CONDITIONS

The County shall not be bound by any terms and conditions included in any Contractor's sales orders, literature, packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level agreements, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

ARTICLE #116 – WAIVER

The failure of any Party hereto to seek a remedy for any alleged breach of this Contract shall not constitute a waiver of any claim, cause of action, or remedy allowed by Georgia law for breach thereof.

ARTICLE #117 – CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS

A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment, chemical, material, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County as quickly as possible. In the event of such replacement, Contractor shall (i) notify County of any resulting replacement, (ii) introduce an individual serving as a replacement to County, and/or (iii) provide County with a résumé and any other information regarding an individual that may be reasonably requested by County.
B. The County has the right to require the Contractor to reassign or remove any employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is not suitable. The County's decision shall be final, and Contractor will remove the employee immediately and replace with a person of at least equivalent training, experience, and requisite qualifications as quickly as possible, subject to the County's approval.
C. Contractor agrees to obtain prior written approval from the County for the use of subcontractors to provide the Services described in Scope of Work prior to subcontractors' performance of work. Such non-disclosure of subcontractors may result in non-payment for Services.

ARTICLE #118 – INSURANCE REQUIREMENTS

The Contractor must procure and maintain insurance policies at the Contractor's own expense and must furnish the County with a certificate of insurance (COI) providing evidence of proof of coverage at least in the amounts indicated in this subsection. The COI must list "Hall County, Georgia" as the certificate holder and as an additional insured under the commercial general, automobile, and umbrella liability policies as follows: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein throughout the duration of the Contract. The Contractor must maintain the following insurance coverage during the term of the Contract, in at least the minimum amounts set forth below, to cover all loss and liability for damages or destruction of property caused by or arising from any and all services carried on and any and all work performed by the Contractor pursuant to this Contract:

Workers' Compensation Insurance: Required for all contracts.

- $500,000 Bodily Injury by Accident – Each Accident
- $500,000 Bodily Injury by Disease – Each Disease
- $500,000 Bodily Injury by Disease – Each Employee

Additional Provisions:

Waiver of Subrogation. The insurer agrees to waive all rights of subrogation against Hall County Board of Commissioners (BOC), its elected or appointed officers, officials, agents, authorized volunteers, and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for Hall County BOC. This provision applies

regardless of whether or not Hall County BOC has received a waiver of subrogation from the insurer.

General Liability Insurance: Required for all service contracts.
- $2,000,000 General Aggregate
- $2,000,000 Products & Completed Operations Aggregate
- $1,000,000 Each Occurrence
- $1,000,000 Personal & Advertising Injury
- $500,000 Damages to Premises/Fire/Legal
- $5,000 Medical Payments

Commercial Auto Liability Insurance: Required for all service contracts, except for goods and/or services that are remote in nature and/or are delivered by a professional delivery service.
- $1,000,000 Combined Single Limit Or $500,000 per Person/$1,000,000 per Occurrence
- $100,000 Property Damage
- $1,000 for Medical Payments (no fault coverage)

Additional Provisions:
- Uninsured motorist's coverage should be equal to the per occurrence limit except for contracts with other governmental entities.
- Coverage shall be included for any owned, leased, hired, or non-owned autos.
- For any contracts involving the transportation of hazardous materials, limited pollution endorsement ISO form CA9948 or its equivalent shall be on the policy.

Umbrella Liability Insurance: Required for all contracts.
$1,000,000 per Occurrence

Additional Provisions: Required for all contracts.
- Underlying coverage shall be General Liability, Automobile Liability, and Employers Liability (Workers Compensation).
- Minimum limit of $5,000,000 per occurrence for all contracts over $1,000,000 or involving any special risks or high hazard activities.
- Minimum limit of $5,000,000 for automobile coverage for any transportation contracts involving seniors, special education, transit services, students, or youths.
- Concurrent policy dates with primary liability policies except for workers compensation.

Crime Insurance: Required for all contracts involving any use, care, custody, or control of any cash, money, securities, and/or wire transfers.
- $1,000,000 Employee Dishonesty
- $1,000,000 Funds Transfer Fraud
- $100,000 Money & Securities
- $1,000,000 Computer Crime
- $100,000 Social Engineering or its equivalent

Cyber Insurance: Required for all software, computer hardware installation, data access, data integrations, data usage, cloud storage, SaaS, and or technology related contracts.
- $1,000,000 Each Claim/Wrongful Act
- $2,000,000 Annual Aggregate

- $1,000,000 Business Interruption
- $1,000,000 Data Recovery
- $500,000 Cyber Extortion Expenses
- $50,000 Cyber Extortion/Ransom Payments
- If written on a claim's made policy, the policy must be maintained for at least two (2) years after the completion of the work and/or contract.

Additional Provisions: Coverage shall include at a minimum:
- Information Security & Privacy Liability
- Regulatory Fines and Penalties
- Payment Card Industry (PCI) – if credit cards and/or Contractoring information is obtained or accessed
- Ransomware

Professional Liability Insurance (Errors & Omissions): Required for all professional service contracts. This shall include any consultants, medical, legal, technical, insurance agents, or other professions that require proper licenses.
- $1,000,000 Each Claim/Wrongful Act
- $2,000,000 General Aggregate
- If written on a claim's made policy, the policy must be maintained for at least two (2) years after the completion of the work and/or contract.

ARTICLE #119 – NO WAIVER

A. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its terms. The representatives of the Parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto.
B. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
C. **Vehicles and Equipment.** Except for any specified County-owned equipment and vehicles listed herein, Contractor warrants that no Contractor employees, subcontractors or others will operate County-owned vehicles or equipment in the performance of this Contract without express written consent from the County. Contractor shall be responsible for providing all transportation and equipment necessary to deliver the Services under the Contract.

ARTICLE #120 – INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

The Contractor agrees it will not use the name or any intellectual property, including but not limited to, County trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the County.

ARTICLE #121 – COMPENSATION

A. The County will pay the Contractor for the Services provided pursuant to this Contract and in accordance with the prices quoted and conditions set forth in the Bidder's response on *Exhibit C – Cost Proposal Worksheet*, which is attached hereto and incorporated into this Contract as

if fully set forth herein. Payments will be made monthly in arrears to the Contractor after acceptance of the Contractor's delivered Services by the County, and after receiving receipt of undisputed invoice to the County.

B. Prices quoted shall be firm and fixed throughout the term of this Contract, unless otherwise amended or modified by mutual agreement.
C. Cost may be prorated for Services added or removed under this Contract to align cost with the remaining term of Contract.
D. It is understood that this bid or proposal is made without collusion or fraud. Contractor understands and acknowledges that collusive bidding is a violation of state and federal law and may result in the cancellation of the Contract.

ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR

A. Upon Contract Execution, the County will issue a Notice to Proceed (NTP) and a Purchase Order (PO) to the Contractor. The terms of this Contract shall be incorporated by reference into any PO issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO by electronic mail (e-mail) to the Contractor's representative in *ARTICLE #103 – NOTICES*.

The Contractor shall not deliver any Services, equipment, devices, or components thereof until authorized in writing by the County. Any work including, but not limited to, travel, preliminary meetings, planning, etc. performed outside of the terms and conditions of and before the issuance of a NTP will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Services shall remain in effect from the NTP date to substantial completion of the project. The Parties agree that the County will not pay or otherwise compensate the Contractor for any services, labor, materials, equipment, devices, or components thereof outside of the Scope of Work and/or beyond the term of this Contract, unless specifically authorized in writing as evidenced by an amendment pursuant to *ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION*, a time extension letter, or as otherwise authorized by the County.

B. **Invoice/Payment**
   1. Contractor shall invoice the County via email each month sent solely to accountspayable@hallcounty.org and only after the County inspects and accepts the Services provided. Receipt of the Services and/or materials does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in *Exhibit C – Cost Proposal Worksheet*.
   2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Each invoice shall include the Contractor's current "Remit to" address, a description of the Services provided, the invoice amount, the Contract number, and the associated PO number issued.
   3. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted. The County does not pay for services not yet received but only in arrears except by written acceptance of pre-payment or deposit.
   4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract, including sales and use taxes.
   5. Contractor must submit Applications for Payment (Pay Apps) in accordance with the conditions of the Contract.

6. If monthly progress payments are agreed upon, then County will make such payments upon inspection of services completed by the County's Project Manager. Additionally, the County may employ Engineers of Record.
7. Retainage payments shall be paid by County after final acceptance of work.

C. **Unsatisfactory Performance/Delay of Payment**
   1. If the County determines that the quality of the Services provided are deficient, unacceptable, or unsatisfactory the County's Project Manager identified in *ARTICLE #103 – NOTICES* shall issue a written Notice to Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency or deficiencies within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency or deficiencies, the County reserves the right to delay or deny payment pursuant to this *ARTICLE* or terminate the Contract pursuant to *ARTICLE #108 – TERMINATION PROVISIONS.*
   2. **Delay of Payment Due to Contractor's Failure.** If the County determines that the Contractor has failed to perform or deliver any Services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such Services are delivered and accepted. In this event, the County may withhold that portion of the Contractor's compensation, which represents payment for Services that were not delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the County to incur costs, the County may deduct the amount of such incurred costs as liquidated damages from any amounts payable to Contractor. The County's authority to deduct such incurred costs shall not in any way affect the County's authority to terminate the Contract.

D. **Set-Off Against Sums Owed by the Contractor.** If the Contractor owes the County any sum under the terms of this Contract, pursuant to any judgment or pursuant to any law, the County may set off the sum owed by the Contractor against any sum owed to the Contractor, in the County's sole discretion.

E. **Final Payment.** The Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.

F. The Contractor must not factor or assign payments to another entity or a financial institution. The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this bid.

The Contractor must furnish to the County both a performance and a payment bond, both equal to one hundred percent (100%) of the Contract's total awarded dollar amount. The County will only issue a Notice to Proceed after the bonds are received. Only surety companies licensed to do business in the State of Georgia are acceptable. The Contractor is required to provide new bonds at the issuance of each renewal option term(s) or extension(s) that may follow.

The Contractor must provide all required bonding instruments to the County prior to the commencement of any work. The County will consider any work done prior to the receipt of bonding instruments as null and void and thus not eligible for compensation.

ARTICLE #124 – RETAINAGE – N/A for this bid.

The County will retain and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage throughout the entire project and will release said retainage at the point of completion and final acceptance by the County.

ARTICLE #125 – VENUE AND GOVERNING LAW

The Parties agree that this Contract shall be interpreted, construed, and enforced in accordance with the laws of the State of Georgia. Should either party bring a legal suit to enforce the terms of this Contract, including suit in equity, the Parties agree and consent to file any such suit in the Superior Court of Hall County, Georgia.

ARTICLE #126 – NOTICE OF INTENT TO LITIGATE

Contractor hereby agrees not to file any civil action of disputes or claims relating to the Contract except after first giving thirty (30) days written notice to the County of the claim and the intent to initiate a civil action.

ARTICLE #127 – GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (E-Verify)

A. By signing this Contract, the Contractor certifies that prior to and throughout the performance of all applicable work under this Contract it will remain in full compliance with all federal and state immigration laws including, but not limited to, 8 U.S.C. § 1324a and the Georgia Security and Immigration Compliance Act (O.C.G.A. §13-10-90 et seq.), as amended by the Illegal Immigration Reform and Enforcement Act of 2011 regarding the verification of employment eligibility of employees under the Immigration Reform and Control Act of 1986. Contractor will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this Contract or any subcontract or sub-subcontract hereunder.
B. Contractor further certifies its compliance with the aforementioned federal and state immigration laws set forth by signing a sworn affidavit, the Georgia Security and Immigration Compliance Act Affidavit (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference providing services pursuant to this Contract.

ARTICLE #128 – ORDER OF PRECEDENCE

In the event of any inconsistency, ambiguity, or conflict among the specific provisions of the Contract and the Contractor's response, the order of precedence shall be as follows:

1. Any amendments to the Contract, including all exhibits thereto.
2. The Contract itself, including all exhibits thereto.
3. Attachments appended to the Contract.
4. All other Contract attachments appended to the Contract.

ARTICLE #129 – CONTRACT EXHIBITS AND ATTACHMENTS

The Parties mutually acknowledge that all exhibits and attachments listed below made a part of this Contract, as though expressly written in the solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

Exhibit A – Bid Response Form
Exhibit B – Contract for Services
Exhibit C – Cost Proposal Worksheet
Exhibit D – W-9 Form
Exhibit E – E-Verify Affidavit
Exhibit F – Ethics Affidavit
Exhibit G – Scored Questions

ARTICLE #130 – SALES TAX EXEMPTION STATUS

The County is exempt from State of Georgia Local Sales and Use Tax. The Contractor understands and acknowledges that it is responsible for any sales and use tax it may incur. The Contractor will not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

ARTICLE #131 – HOLD HARMLESS AGREEMENT

The Contractor hereby agrees to indemnify, hold free and harmless Hall County Government, County Commissioners, its agents, servants, employees, officers, directors, elected officials, or any other person(s) against any loss or expense. This includes attorney fees because of any liability imposed by law upon the County, except in cases of the County's sole negligence, sustained by any person(s) on account of bodily injury or property damage arising out of or in the consequence of this Contract.

ARTICLE #132 – NOT A JOINT VENTURE

Nothing in the Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, or other association of any kind of agent and principal relationship between the parties thereto. Each party shall be deemed to be an independent contractor contracting for goods and services and acting toward the mutual benefits expected to be derived herefrom. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or contractors shall become or be deemed to become agents, servants, or employees of the County. Contractor shall therefore be responsible for compliance with all laws, rules, and regulations involving its employees and any subcontractors including, but not limited to, employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages.

ARTICLE #133 – CONTRACT TERMS AND CONDITIONS

1. All purchases must comply with the Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the terms and conditions herein and the Official Code of Hall County, the latter will govern.
3. The terms and conditions set herein shall supersede and govern over all vendor's terms and conditions or service level agreements.
4. The County retains the right to "red line" sections of the vendor's terms and conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order (PO) and delivery of goods or services shall be deemed as the vendor's full and complete acceptance of the County's terms and conditions.
6. The terms supplier, vendor, bidder, offeror, contractor, consultant, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one and the same, herein denoted as "supplier" for goods and "contractor" for services.
7. The terms goods, materials, commodities, components, drawings, drafts, renderings, plans (physical or digital), software, SaaS, capital asset equipment, vehicles, heavy earth-moving or other equipment (purchased or leased), or other such deliverables are herein denoted as "goods" and shall mean one and the same.
8. "Services" shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning, or otherwise where services are offered for consideration.

9. The County's payment terms are net 30 days (N30) in arrears. The County does not pay for services not yet rendered or goods not received and accepted. The County holds no obligation to goods delivered or services rendered that were not ordered and specified in writing. The vendor shall only deliver goods and services as described on the PO and within the Scope of Work and the vendor's bid response.
10. The vendor shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
11. The vendor shall not construe any verbal consent to purchase goods or services as valid.
12. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or specifications set forth in the PO, contract, or agreement unless mutually agreed in writing by both Parties.
13. The County does not accept automatic contract renewals except for monthly subscription services.
14. The County does not pay deposits towards goods ordered or services not yet rendered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
15. The County will accept back orders only if goods are out of stock and with prior written notice. The vendor shall ship all quantities that it has in stock and hold orders for back orders.
16. The County participates in cooperative purchasing agreements, State of Georgia Statewide Contracts, and other state and local intergovernmental agreements, memorandums of understanding, and other such agreements.
17. For all legalities, the jurisdiction shall be the State of Georgia, County of Hall.
18. Deliveries shall be made to the ship-to address(es) listed on the PO and within the specified time. The vendor must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
19. Risk of loss of the goods shall pass to the County upon inspection and acceptance only. Receipt of goods or services does not constitute acceptance. Title to goods shall remain with the vendor until acceptance by the County.
20. The vendor warrants that its goods and services are merchantable, and it has a legal right to deliver the goods and services and as described herein.
21. The County shall have the right to inspect all goods or services at the time and place of delivery.
22. No right or interest in the contract shall be assigned by the vendor without written permission of the County, and no delegation of any obligation owed or the performance of any obligation by the vendor shall be made without the written permission of the County. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
23. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
24. This issuance of a PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 et seq. of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
25. All goods and services supplied pursuant to a PO shall, unless otherwise noted, conform exactly to all the descriptions, specifications, exhibits, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other solicitations upon which the PO is based, and the terms, conditions, and specifications of the solicitation are incorporated herein by reference and made a part hereof.
26. All media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials owned by the County shall become and remain County property and shall be delivered to the County upon request.

27. Invoices should be submitted to the County as described in the PO. Each PO number and/or contract number must be shown on each invoice submitted.
28. A PO issued with an attached contract or agreement, the terms and conditions of the attached contract or agreement shall govern in the event of any conflict with these terms and conditions.
29. The vendor may be suspended, terminated, or debarred if it is determined that it has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein. Thus, the vendor certifies that it and any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
30. The vendor certifies that it is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
31. Goods are Free-On-Board (F.O.B.) destination unless otherwise denoted. Freight, shipping, and delivery shall be pre-paid and added to the invoice as a separate line item. The vendor shall charge the County the exact amount of freight, delivery, handling, and insurance charges.
32. The County does not pay late fees nor interest charges.
33. The County is not bound to any minimum or maximum quantity or dollar amount set by the vendor.
34. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.
35. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

IN WITNESS WHEREOF, said Parties have hereunto affixed their signatures and seals on the day, month, and year below. Bidder must print their company's full legal company name as it appears on their W-9 form below:

Print Contractor's Full Legal Name Below:

Georgia Mass Appraisal Solutions & Services

By: KReese

Print Name: Kristi Reese

Title: president

Sworn to and subscribed before me this

20 Day of April, 2026.

Notary Public: Heather Stubblefield

Notary commission expires: 04/21/2029

[Seal or Stamp]

HEATHER STUBBLEFIELD NOTARY PUBLIC Comm. Exp. 04/21/29 RICHMOND COUNTY, GA

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

Tax Assessors

REPORT TO: **Work Session (06/22/26)**

REPORT TO: **Voting Meeting (06/25/26)**

ITEM NO: 394/2026

SUBJECT: Approve the 2023, 2024, and 2025 personal property refund in the amount of $2,940.14 for overpayment of Hall County taxes regarding account #142881 to Univision Television Group, Inc.

Meetings:

Work Session Date: 06/22/26 **Voting Meeting Date:** 06/25/26

Executive Summary:

Presenter: JS

Recommendation:
Approval

Purpose of Request:
Approve the 2023, 2024, and 2025 personal property refund in the amount of $2,940.14 for overpayment of Hall County taxes regarding account #142881 to Univision Television Group, Inc.

History:

Facts and Issues:

Options:

Funding Requested	$ 2,940.14
Are funds within current budget?	Yes
Source of Funds	General 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?	2026-06-30

Approvals:

Submit	Approve	Budget	Finance
NG	JS	JM	TS

Attorney	Administration	Clerk

Attorney	Administration	Clerk
JL	CR	JR

Attachments:

Financial Supplement
Supporting Documentation

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 394/2026

Funds Requested: $ 2,940.14

Request Budgeted: Yes

Proposed Source of Funding:

General Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	100-GENERAL FUND	0000 - NOT APPLICABLE	311100-REAL PROPERTYâ€CURRENT	$2,940.14

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: JS

Phone: 770-531-6722

Account 142881

Univision Television Group Inc

Refund request for Tax Years 2023-2024-2025

- Univision had equipment and assets on a tower at 5510 Union Church Rd, Flowery Branch.
- Account was established since at least 2009.
- Taxpayer's agent has filed returns regularly, except for the years of 2021-2023.
- Proper documentation showing sale was not provided in a timely matter, it was only when appealed for 2025 that documentation was provided showing the lease termed and all assets were removed.

- Attached are supporting documents that show the 2023-2025 bills paid in full, the Tax Commissioner's refund spreadsheet, and proof of removal
- Personal Property agrees that the refund request is valid and should be approved.

Archived: Monday, June 1, 2026 8:23:17 AM
From: Michelle Nichols
Sent: Fri, 24 Apr 2026 20:14:26
To: Rebecca Rainey (Tax Assessors)
Subject: TelevisaUnivision GA Hall County PP Account #P142881 - Request for Refunds
Importance: Normal
Sensitivity: None

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, Rebecca,

Per your email dated 04/23/26, this is a request for 2023-2025 Refunds due to Univision Television Group, Inc., account #142881.

Please let me know if you need additional information to start this process with the board.

Thanks again for your assistance.

Sincerely,

Michelle Nichols

Michelle Nichols
Senior Consultant, Complex Property Tax
Ryan LLC
8101 Windrose Avenue, Ste. 2000
Plano, TX 75024

Mobile: 972-974-1187
ryan.com



Account	142881			
Year	Original Value	Corrected Value	Difference	Estimated County Refund
2023	125,086	0	125,086	1234.32
2024	109,382	0	109,382	1041.85
2025	82,036	0	82,036	663.97
			TOTAL	2940.14

Printed: 5/14/2026 4:44:02 PM

Darla EDEN, CPA | TAX COMMISSIONER
PO Box 1579 | Gainesville GA 30503
http://tax.hallcounty.org • propertytax@hallcounty.org

Phone: (770) 531-6950 • Fax: (770) 531-7111

--Online Receipt--

Trans No	Property ID / District Description	Original Due	Interest & Penalty	Amount Due	Amount Paid	Transaction Balance
2023 - 122102	P142881 / 001 WUVG CHANNEL 34 TOWER FMV: 0	$1234.32	$0.00 Fees: $0.00 $0.00	$0.00	$1234.32	$0.00
	Totals:	**$1234.32**	**$0.00**	**$0.00**	**$1234.32**	**$0.00**

Paid Date: 11/20/2023 **Charge Amount:** $1234.32

UNIVISION TELEVISION GROUP, INC

3350 PEACHTREE RD
STE 1250
ATLANTA, GA 30326

Scan this code with your mobile phone to view this bill

Printed: 5/15/2026 9:27:40 AM

Darla EDEN, CPA | TAX COMMISSIONER
PO Box 1579 | Gainesville GA 30503
http://tax.hallcounty.org • propertytax@hallcounty.org

Phone: (770) 531-6950 • Fax: (770) 531-7111

--Online Receipt--

Trans No	Property ID / District Description	Original Due	Interest & Penalty	Amount Due	Amount Paid	Transaction Balance
2024 - 122541	P142881 / 001 WUVG CHANNEL 34 TOWER FMV: 0	$1041.85	$0.00 Fees: $0.00 $0.00	$0.00	$1041.85	$0.00
	Totals:	**$1041.85**	**$0.00**	**$0.00**	**$1041.85**	**$0.00**

Paid Date: 5/15/2025 **Charge Amount:** $1041.85

UNIVISION TELEVISION GROUP, INC

PO BOX 800729

DALLAS, TX 75380

Scan this code with your mobile phone to view this bill

Printed: 5/15/2026 9:33:27 AM

Darla EDEN, CPA | TAX COMMISSIONER
PO Box 1579 | Gainesville GA 30503
http://tax.hallcounty.org • propertytax@hallcounty.org

Phone: (770) 531-6950 • Fax: (770) 531-7111

--Online Receipt--

Trans No	Property ID / District Description	Original Due	Interest & Penalty	Amount Due	Amount Paid	Transaction Balance
2025 - 123607	P142881 / 001 WUVG CHANNEL 34 TOWER FMV: 0	$663.97	$0.00 Fees: $0.00 $0.00	$0.00	$663.97	$0.00
	Totals:	**$663.97**	**$0.00**	**$0.00**	**$663.97**	**$0.00**

Paid Date: 1/16/2026 **Charge Amount:** $663.97

UNIVISION TELEVISION GROUP, INC

PO BOX 800729

DALLAS, TX 75380

Scan this code with your mobile phone to view this bill

AGENDA ITEM

Treatment Services

REPORT TO: **Work Session (06/22/26)**

REPORT TO: **Voting Meeting (06/25/26)**

ITEM NO: 389/2026

SUBJECT: Approve the award of IFB #012-47 Drug Screen Kits & Services for various County departments to Redwood Toxicology Laboratory, Inc. of Santa Rosa, CA. The estimated annual cost is $165,708.00.

Meetings:

Work Session Date: 06/22/26 **Voting Meeting Date:** 06/25/26

Executive Summary:

Presenter: BW

Recommendation:
Approve.

Purpose of Request:
Approve the award of IFB #012-47 Drug Screen Kits & Services for various County departments to Redwood Toxicology Laboratory, Inc. of Santa Rosa, CA. The estimated annual cost is $165,708.00.

History:
Redwood Toxicology Labratory, Inc. holds the current contract and has proven to be a good and reliable vendor for the County in servicing this contract.

Facts and Issues:
This is year one (1) of a five (5) year contract.

Options:

Funding Requested	$ 165,708.00
Are funds within current budget?	Yes
Source of Funds	Grants / Restricted Funds
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Buyer	Submit	Approve	Purchasing
CB	KM	KM	AY

Budget	Finance	Attorney	Administration
JM	TS	JL	CR
Clerk			
JR			

Attachments:
Financial Supplement
Bid Tab
Signature Request Cover Sheet
Contract

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 389/2026

Funds Requested: $ 165,708.00

Request Budgeted: Yes

Proposed Source of Funding:

Grants / Restricted Funds

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2027	250-MULTIPLE GRANT FUND	2163-MENTAL HEALTH COURT	531100-GENERAL SUPPLIES AND MATERIALS	$30,108.00
2027	250-MULTIPLE GRANT FUND	2161-DRUG COURT	531100-GENERAL SUPPLIES AND MATERIALS	$30,800.00
2027	250-MULTIPLE GRANT FUND	2165-FAMILY TREATMENT COURT	531100-GENERAL SUPPLIES AND MATERIALS	$38,250.00
2027	250-MULTIPLE GRANT FUND	2162-DUI COURT	531100-GENERAL SUPPLIES AND MATERIALS	$21,550.00
2027	203-RESTRICTED PROGRAMS FUND	2160-TREATMENT SERVICES	531100-GENERAL SUPPLIES AND MATERIALS	$45,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: BW

Phone: 770-532-1895

	IFB #012-47 Drug Screen Kits and Services			5/29/2026						
Bidders	**Redwood Toxicology Laboratory, Inc.**		**Phamatech Inc.**		**FAIS Reference Labs**		**Pro Med Diagnostics LLC**		**Avertest, LLC dba Averhealth**	
Location	Santa Rosa, CA		San Diego, CA		Bourbonnais, IL		Thomasville, GA		Glen Allen, VA	
	Bid Amount $ Per Kit/Each/Case	**Make or Stock Number of item offered**	**Bid Amount $ Per Kit/Each/Case**	**Make or Stock Number of item**	**Bid Amount $ Per Kit/Each/Case**	**Make or Stock Number of item offered**	**Bid Amount $ Per Kit/Each/Case**	**Make or Stock Number of item**	**Bid Amount $ Per Kit/Each/Case**	**Make or Stock Number of item**
1. 1,000 Kits 5-Panel Drug Screen- Varian # 1986678" or equivalent	$1.10/dip $27.50/kit (box of 25)	iScreen Dip #011020015	$1.75	QS5P-001	$5.04	Alltest DUA-A157C	$3.00	CDOA-654	$2.58	HCDOAV-654
2. 1,000 Kits 8 Panel Drug Screen	$2.15/cup $53.75/kit (box of 25)	iCup #011022129	$2.20	QS8P-001	$6.44	Alltest DUA-A187C	$3.50	HCDOAV-4105	$3.67	HDCOAV-3104A3
3. 1,000 Kits 9-Panel Drug Screen	$1.95/cup $48.75/kit (box of 25)	iCup #011022074	$2.90	QS9P-001	$6.60	Alltest DUA 197	will have to request 12 panel	will likely be a special panel	$5.81	HDLS-114
4. 1,000 Each 12 panel drug screen	$3.35	iScreen Square CLIA-waived Cup #ABTDUAW112702B	$2.95	QS12P-001	$7.76	Alltest DUA-A1127C	$2.95	G-DUD20124N	$3.83	AMP1000
5. 1,000 Each ETG (ethyl glucuronide) Test	$1.00	iScreen dip #ABTETGF11401A	$1.25	QSETG-001	$1.44	HETG 105A	$1.25	DOA-ETGSP	$1.27	HETG-105c
7. 40 Case Urine Collection Cup	$0 if specimen sent to Redwood Toxicology lab $105.00/case if for use with dip devices from Abbott	Abbott #GD5334T1	$180.00/case	101049	$185.00/case	SC1400ST/400 oer Case	$150.00/ case of 400	39405G	$285.00/case	Thermo Scientific #9WHT53-21
8. Case Biohazard Specimen Bag (1000/case)	$0 if specimen sent to Redwood Toxicology lab $100.00/case if for use with dip devices from Abbott	Abbott #AB001	$80.00/case	100807	$115.00/case	MINIGRIP MGIP69BAS	$8.00/pk of 50	SB-69175	Included, No Charge	Cardinal AD6X9BIOA
9. 1,000 Kits -K2 Test Kit	$1.20/dip $30.00/kit (box of 25)	iScreen dip #ABTK2F11401A	$1.25	QSK2-001	$1.44	Healgen scientific HHDK2-114	$1.25/kit	DOA-FENSP	$1.18	HDK2-125, 1panel: K2 (Synthetic Marijuana)
10. Case Fentanyl Single Panel Dip Test (1000/case)	$0.75/dip $750.00/case	iScreen dip #ABTFTYF11401A	$750.00/case	QSFENT-001	$360.00/case	Healgen scientific HDFN-110	$31.25/case	DOA-FENSP	$820.00/case	HDFM-110
11. Case Synthetic Opiates Single Panel Test Kit	$0.75/dip $18.75/Box	iScreen MTD dip #011020020 iScreen OXY dip #011020037	$750/case of 1000	QSSO-001	OXY $175 / NRFYL $215 case/500		$31.25/case	DOA-OPISP	$870.00/case	HDOX-114, 1 Panel OXY
12. Confirmation Test for Antipsychotics Single Panel Test	No Bid	N/A	$20.00	N/A	$16.00	N/A	$30.00	N/A	Panel Options Available	N/A
13. Confirmation Test for Antidepressants Single Panel Dip Test	$14.50	N/A	$20.00	N/A	$24.00	N/A	$30.00	N/A	$120.00/test LC-MS/MS $35.00/test LC-MS/MS confirmation	N/A
14. Confirmation Test for Kratom Single Panel Test	$30.00	N/A	$20.00	N/A	$16.00	N/A	$30.00	N/A	$25.00	N/A
15. Confirmation Test for Dextromethorphan Single Panel Test	$14.25	N/A	$20.00	N/A	$16.00	N/A	$30.00	N/A	$35.00	N/A
16. Confirmation Test for Steroids Single Panel Dip Test	$60.00	N/A	$125.00	N/A	$16.00 lab based testing only, no dip testing	N/A	$30.00	N/A	$150.00	N/A
17. Confirmation Test for Hallucinogenic (PCP, Psilocybin) Single Panel Test	$14.25 (PCP) Psilocybin outsourced pricing upon request	N/A	$20.00	N/A	$45.00	N/A	$30.00	N/A	$25.00/PCP $90.00/ Psylocibin	N/A
18. Confirmation Test for Tianeptine Single Panel Dip Test	$40.00	N/A	$20.00	N/A	$24.00	N/A	$30.00	N/A	$75.00	N/A
19. Confirmation Test for Fentanyl Single Panel Dip Test	$20.00 (standard confirm) $40.00 for Prem Fentanyls urine panel	N/A	$20.00	N/A	$16.00	N/A	$30.00	N/A	$25.00	N/A
20. Comprehensive/Specialty Testing (list all drugs which can be tested and the cost for each).	$55.00	N/A	$40.00	N/A	$13.20 per drug	N/A	$75.00 per test (5-panel)	N/A	Prices vary per test Range of $35-$175/test	N/A
21. Confirmation Test for OTC Medications (list all drugs which can be tested).	$20.00 per drug from comprehensive Testing Panel (P40 or P45	N/A	$40.00	N/A	$13.20 per drug	N/A	$125.00 (5-8 sbustances)	N/A	$25.00 per drug	N/A
22. Confirmation Test for Rx Medications (list all drugs		N/A	$40.00	N/A	$13.20 per drug	N/A	$75.00 per drug	N/A	$25.00 per drug	N/A
	Bid Amount $ Per Swab	**Bid Amount $ Per Confirmation**	**Bid Amount $ Per Swab**	**Bid Amount $ Per Confirmation**	**Bid Amount $ Per Swab**	**Bid Amount $ Per Confirmation**	**Bid Amount $ Per Swab**	**Bid Amount $ Per Confirmation**	**Bid Amount $ Per Swab**	**Bid Amount $ Per Confirmation**

	IFB #012-47 Drug Screen Kits and Services			5/29/2026					
Bidders	**Redwood Toxicology Laboratory, Inc.**		**Phamatech Inc.**		**FAIS Reference Labs**		**Pro Med Diagnostics LLC**		**Avertest, LLC dba Averhealth**	
Location	Santa Rosa, CA		San Diego, CA		Bourbonnais, IL		Thomasville, GA		Glen Allen, VA	
23.Price for Oral Swab tests (include which drugs are included	$4.25	$18.00	$4.10	$20.00	$8-$12 per swab (5-12 panel options per swab)		$4.70	$75.00	$50.00 per drug	
- Turn Around Time		3-4 days		48-72 hours	72 hours		Rapid Results 15-20 min- Lab Conf 24-72		3 days after receipt at lab	
	Bid Amount / Kit	**State Cost**	**Bid Amount / Kit**	**State Cost**	**Bid Amount / Kit**	**State Cost**	**Bid Amount / Kit**	**State Cost**	**Bid Amount / Kit**	**State Cost**
6. 500 Each Drug Screen Confirmation	$14.25/Each	$0.00 telephonic / $800/day in person + Travel expenses	$20.00	$150.00/hr	$13.20	$0.00	$30.00	$30.00	$30.00	$0.00 Video Test $1500.00/ 2-day event if in-person expert witness needed
- State Turnaround Time	48 hours (2 days) from receipt		2-3 Days		48-72 hours from receipt at lab		1-2 Days		3 days after receipt at lab	

Number of companies emailed	51
Number of Hall Co Companies emailed	5
Total responses	5
Number of Hall Co responses	0
No Bids	0

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 10, 2026

To: David Gibbs, Chairman, BOC

From: Connie Barnes, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: IFB # 012-47

Bid/Contract Name: Drug Screen Kits and Services Annual Contract

Department(s) Requesting Contract: Court Administration and Treatment Services

Award Recipient Name: Redwood Toxicology Laboratory, Inc.

Contract Description:

☒ Annual Contract ☒ New ☐ Renewal

FY 2026 Projected Spend: $136,308

☐ Price Increase Requested Increase Percentage: N/A

☐ Project/Service Contract FY 2027 Estimated Amount: $165,708.00

☐ Product Contract Estimated Amount:

Comment:

Approve the award of IFB #012-47 Drug Screen Kits and Services to Redwood Toxicology Laboratory, Inc. of Santa Rosa, CA. 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
Andy Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
Exhibit B – Contract for Services

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT #012-47

For the provision of

Drug Screen Kits and Services Annual Contract

ARTICLE #101 – INTRODUCTION

This Contract for Drug Screen Kits and Services Annual Contract(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
Brad Williams
Director of Court Administration
Hall County Government
1195 Jesse Jewell Pkwy SW
Gainesville, GA 30501
bradford.williams @ nejcga.gov
Ph: (770) 532-1895

COUNTY ISSUING OFFICER
Connie Barnes
Issuing Officer
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
cbarnes@hallcounty.org
Ph: (770) 535-8263

CONTRACTOR'S CONTACT INFORMATION

Contact Name(s): Mary Tardel, General Manager / Gina Mazzocco, Bids & Implementation Manager

Kristin Champion, Contracts Supervisor

Email Address(es): mary.tardel@abbott.com, gina.mazzocco@abbott.com, kristin.champion@abbott.com

Phone Number(s): (800) 255-2159

Physical Address: 3650 Westwind Blvd

City/State/ZIP: Santa Rosa, CA 95403

REMIT TO ADDRESS (if different): P.O. Box 734493, Chicago, IL 60673-4493

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

For multi-year contracts, the term will be for five (5) years, with one (1) initial year followed by four (4) one-year renewal options. Renewals are not automatic nor guaranteed.

ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION

This Contract may only be modified, amended, or changed in writing and fully executed by both Parties hereto. This Contract constitutes the sole and entire Contract and understanding between the Parties as to the subject matter hereof, and no verbal promises have been made by either Party in relation hereto.

ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE

In the event that either Party to this Contract breaches this Contract, including failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice to Cure to the breaching Party which describes the breach of this Contract. The breaching Party shall have thirty (30) days from the date of receipt of the written Notice to cure the breach or to otherwise negotiate a resolution of the breach.

If the breach has not been cured and the Parties hereto have not resolved the issue described in the Notice to Cure by thirty (30) days after receipt of the letter, the Party authoring the letter shall be entitled to seek any and all remedies allowed by Georgia law, including damages, equitable relief, declaratory relief, specific performance, and/or relief as to any bonds issued hereon.

Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable control of and without the fault or negligence of the Contractor. If the Services to be provided to the County are interrupted by a force majeure event, as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due to the Contractor under this Contract. If delay results from a third-party's negligent conduct or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract.

   Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Contract for failure or delay in fulfilling or performing any obligation under this Contract when such failure or delay is caused by or results from causes beyond the reasonable control of the affected Party including, but not limited to, fire, floods, embargoes, acts of war, civil unrest, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided, however, that the Party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure.

   Definition: The term "force majeure" as defined in Black's Law Dictionary is "an event or effect that can be neither anticipated nor controlled. It is a contractual provision allocating the risk of loss if performance becomes impossible or impracticable, especially as a result of an event that the Parties could not have anticipated or controlled."

B. **Obligations Beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to *ARTICLE #108 – TERMINATION PROVISIONS.*

C. **Transition Cooperation with the County and Cooperation with Other Contractors.** Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and reasonable cooperation and assistance to the County to ensure an

orderly and efficient transition to the County or an alternative Contractor. Further, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such Contractors. Contractor shall not engage in any act that will interfere with the performance of work by any other Contractor(s).

ARTICLE #108 – TERMINATION PROVISIONS

The County may terminate this Contract by providing sixty (60) days written notice to the Contractor at any time. Should the County terminate this Contract prior to the date of automatic termination, Contractor shall provide the County with all deliverables up to the date of termination thirty (30) days after the Notice to Terminate is issued. The County shall pay the Contractor for all work properly performed in compliance with the terms of this Contract up to the date of termination.

A. **Termination for Convenience.** Following sixty (60) days' written notice, the County may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.

B. **Termination for Cause.** The occurrence of any of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
   1. The Contractor fails to deliver, or has delivered, nonconforming Services or fails to perform 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 Contractor fails to make substantial and timely progress toward performance of the Contract.
   3. 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.
   4. 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.
   5. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with *ARTICLE #108.C* below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.

C. **Notice of Default.** If either Party causes any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the non-breaching Party may:
   1. Immediately terminate the Contract for default without additional written notice; and/or,
   2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
   3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

D. **Termination Due to Non-Availability of Funds.** This Contract will terminate immediately and absolutely if the County determines that adequate funds are de-appropriated such that the County cannot fulfill its obligations under the Contract, such determination being at the County's sole discretion and conclusive. County agrees to provide prompt written notice to Contractor in the event of any de-appropriation.

E. **Termination due to Failure of Contractor to Act.** The County may terminate the Contract for any of the following reasons effective immediately without advance notice:
   1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
   2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees, have caused, or reasonably could cause, life, health, or safety to be jeopardized.
   3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal, or maliciously incorrect.
   4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in *ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS.*

F. **Payment Limitation in Event of Termination.** In the event of termination of the Contract for any reason by County, the County shall pay only those amounts, if any, due and owing to the Contractor for Services actually received and accepted by the County up to and including the date of termination of the Contract and for which the County is obligated to pay pursuant to the Contract.

G. **Contractor's Termination Duties.** Upon receipt of a Notice of Termination, the Contractor shall:
   1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of Notice of Termination describing the status of all work under the Contract including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
   2. Immediately cease use and return to the County any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
   3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.
   4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the Notification of Termination and the substitution of any replacement Contractor.
   5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

H. **Liquidated Damages – N/A for this contract.**.

ARTICLE #109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY

The Parties agree that the County shall not be responsible for defending or indemnifying any Contractor from any claim brought by any third party against the Contractor.

ARTICLE #110 – ASSIGNMENT AND DELEGATION BY CONTRACTOR

The Contractor shall not assign or delegate this Contract, or any performance required by it, in whole or in part, without the prior expressed written consent of the County.

ARTICLE #111 – USE OF THIRD PARTIES

This Contract is for the benefit of the Parties hereto only and is not intended to benefit any third party or give rise to any duty or causes of action for any third party. All restrictions, obligations, and responsibilities of the Contractor under the Contract shall also apply to third parties, if allowed in writing by the County. Any Contract with a third-party must also preserve the rights of the County.

ARTICLE #112 – ENTIRE CONTRACT

This Contract, as executed and approved, shall constitute the entire agreement between the Parties and supersedes all other prior and contemporaneous statements, agreements, and understandings between the Parties. No written or oral statements, agreements, or understandings that are not set out, referenced, or specifically incorporated in this Contract shall in any way be binding or of effect between the Parties.

ARTICLE #113 – SEVERABILITY

If any paragraph, sub-paragraph, sentence, clause, phrase, or portion of this Contract is declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this Contract as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the remaining portions of this Contract not so held to be invalid or the application of this Contract to other circumstances not so held to be invalid.

ARTICLE #114 – RECORDS

A. **Public Records Request.** The Georgia Open Records Act, as provided in O.C.G.A. § 50-18-70 et seq, requires procurement records and all other records received by or prepared or maintained on behalf of the County shall be made open to public inspection unless otherwise provided by law.
B. **Record Retention and Access.** The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the County throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

ARTICLE #115 – ADDITIONAL TERMS AND CONDITIONS

The County shall not be bound by any terms and conditions included in any Contractor's sales orders, literature, packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level agreements, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

ARTICLE #116 – WAIVER

The failure of any Party hereto to seek a remedy for any alleged breach of this Contract shall not constitute a waiver of any claim, cause of action, or remedy allowed by Georgia law for breach thereof.

ARTICLE #117 – CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS

A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment, chemical, material, etc. reasonably 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.
B. The County has the right to request 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 Contractor will remove the employee promptly and replace with a person of sufficient 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 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 liability policies as follows: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The CGL and Auto policies 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 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. With respect to Works' Compensation Insurance, 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.

- $5,000,000 General Aggregate
- $5,000,000 Products & Completed Operations Aggregate
- $5,000,000 Each Occurrence
- $5,000,000 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.

- $2,000,000 Combined Single Limit
- $100,000 Property Damage
- $1,000 for Medical Payments (no fault coverage)

Additional Provisions:

- 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.

Professional Liability Insurance (Errors & Omissions): Required for all professional service contracts. This shall include any consultants, medical, legal, technical, insurance agents, or other professions that require proper licenses.

- $1,000,000 Each Claim/Wrongful Act
- $2,000,000 General Aggregate
- If written on a claim's made policy, the policy must be maintained for at least two (2) years after the completion of the work and/or contract.

ARTICLE #119 – NO WAIVER

A. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its terms. The representatives of the Parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto.

B. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.

C. **Vehicles and Equipment.** Except for any specified County-owned equipment and vehicles listed herein, Contractor warrants that no Contractor employees, subcontractors or others will operate County-owned vehicles or equipment in the performance of this Contract without express written consent from the County. Contractor shall be responsible for providing all transportation and equipment necessary to deliver the Services under the Contract.

ARTICLE #120 – INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

The Contractor agrees it will not use the name or any intellectual property, including but not limited to, County trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the County.

ARTICLE #121 – COMPENSATION

A. The County will pay the Contractor for the Services provided pursuant to this Contract and in accordance with the prices quoted and conditions set forth in the Bidder's response on *Exhibit C – Cost Proposal Worksheet*, which is attached hereto and incorporated into this Contract as if fully set forth herein. Payments will be made monthly in arrears to the Contractor after acceptance of the Contractor's delivered Services by the County, and after receiving receipt of undisputed invoice to the County.
B. Prices quoted shall be firm and fixed throughout the term of this Contract, unless otherwise amended or modified by mutual agreement.
C. Cost may be prorated for Services added or removed under this Contract to align cost with the remaining term of Contract.
D. It is understood that this bid or proposal is made without collusion or fraud. Contractor understands and acknowledges that collusive bidding is a violation of state and federal law and may result in the cancellation of the Contract.

ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR

A. Upon Contract Execution, the County will issue a Notice to Proceed (NTP) and a Purchase Order (PO) to the Contractor. The terms of this Contract shall be incorporated by reference into any PO issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO by electronic mail (e-mail) to the Contractor's representative in *ARTICLE #103 – NOTICES*.

   The Contractor shall not deliver any Services, equipment, devices, or components thereof until authorized in writing by the County. Any work including, but not limited to, travel, preliminary meetings, planning, etc. performed outside of the terms and conditions of and before the issuance of a NTP will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

   The Scope of Services shall remain in effect from the NTP date to substantial completion of the project. The Parties agree that the County will not pay or otherwise compensate the Contractor for any services, labor, materials, equipment, devices, or components thereof outside of the Scope of Work and/or beyond the term of this Contract, unless specifically authorized in writing as evidenced by an amendment pursuant to *ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION*, a time extension letter, or as otherwise authorized by the County.
B. **Invoice/Payment**
   1. Contractor shall invoice the County via email each month sent solely to accountspayable@hallcounty.org and only after the County inspects and accepts the Services provided. Receipt of the Services and/or materials does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in *Exhibit C – Cost Proposal Worksheet*.
   2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Each invoice shall include the Contractor's current "Remit to" address, a description of the Services provided, the invoice amount, the Contract number, and the associated PO number issued.

3. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted. The County does not pay for services not yet received but only in arrears except by written acceptance of pre-payment or deposit.
4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract, including sales and use taxes.

C. **Unsatisfactory Performance/Delay of Payment**
   1. If the County determines that the quality of the Services provided are deficient, unacceptable, or unsatisfactory the County's Project Manager identified in *ARTICLE #103 – NOTICES* shall issue a written Notice to Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency or deficiencies within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency or deficiencies, the County reserves the right to delay or deny payment pursuant to this *ARTICLE* or terminate the Contract pursuant to *ARTICLE #108 – TERMINATION PROVISIONS*.
   2. **Delay of Payment Due to Contractor's Failure.** If the County determines that the Contractor has failed to perform or deliver any Services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such Services are delivered and accepted. In this event, the County may withhold that portion of the Contractor's compensation, which represents payment for Services that were not delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the County to incur costs, the County may deduct the amount of such incurred costs as liquidated damages from any amounts payable to Contractor. The County's authority to deduct such incurred costs shall not in any way affect the County's authority to terminate the Contract.

D. **Set-Off Against Sums Owed by the Contractor.** If the Contractor owes the County any sum under the terms of this Contract, pursuant to any judgment or pursuant to any law, the County may set off the sum owed by the Contractor against any sum owed to the Contractor, in the County's sole discretion.

E. **Final Payment.** The Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.

F. The Contractor must not factor or assign payments to another entity or a financial institution. The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS — N/A for this bid

The Contractor must furnish to the County both a performance and a payment bond, both equal to one hundred percent (100%) of the Contract's total awarded dollar amount. The County will only issue a Notice to Proceed after the bonds are received. Only surety companies licensed to do business in the State of Georgia are acceptable. The Contractor is required to provide new bonds at the issuance of each renewal option term(s) or extension(s) that may follow.

The Contractor must provide all required bonding instruments to the County prior to the commencement of any work. The County will consider any work done prior to the receipt of bonding instruments as null and void and thus not eligible for compensation.

ARTICLE #124 – RETAINAGE – N/A for this bid

The County will retain and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage throughout the entire project and will release said retainage at the point of completion and final acceptance by the County.

ARTICLE #125 – VENUE AND GOVERNING LAW

The Parties agree that this Contract shall be interpreted, construed, and enforced in accordance with the laws of the State of Georgia. Should either party bring a legal suit to enforce the terms of this Contract, including suit in equity, the Parties agree and consent to file any such suit in the Superior Court of Hall County, Georgia.

ARTICLE #126 – NOTICE OF INTENT TO LITIGATE

Contractor hereby agrees not to file any civil action of disputes or claims relating to the Contract except after first giving thirty (30) days written notice to the County of the claim and the intent to initiate a civil action.

ARTICLE #127 – GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (E-Verify)

A. By signing this Contract, the Contractor certifies that prior to and throughout the performance of all applicable work under this Contract it will remain in full compliance with all federal and state immigration laws including, but not limited to, 8 U.S.C. § 1324a and the Georgia Security and Immigration Compliance Act (O.C.G.A. §13-10-90 et seq.), as amended by the Illegal Immigration Reform and Enforcement Act of 2011 regarding the verification of employment eligibility of employees under the Immigration Reform and Control Act of 1986. Contractor will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this Contract or any subcontract or sub-subcontract hereunder.
B. Contractor further certifies its compliance with the aforementioned federal and state immigration laws set forth by signing a sworn affidavit, the Georgia Security and Immigration Compliance Act Affidavit (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference providing services pursuant to this Contract.

ARTICLE #128 – ORDER OF PRECEDENCE

In the event of any inconsistency, ambiguity, or conflict among the specific provisions of the Contract and the Contractor's response, the order of precedence shall be as follows:

1. Any amendments to the Contract, including all exhibits thereto.
2. The Contract itself, including all exhibits thereto.
3. Attachments appended to the Contract.
4. All other Contract attachments appended to the Contract.

ARTICLE #129 – CONTRACT EXHIBITS AND ATTACHMENTS

The Parties mutually acknowledge that all exhibits and attachments listed below made a part of this Contract, as though expressly written in the solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

Exhibit A – Bid Response Form
Exhibit B – Contract for Services
Exhibit C – Cost Proposal Worksheet
Exhibit D – W-9 Form
Exhibit E – E-Verify Affidavit

Exhibit F – Ethics Affidavit

ARTICLE #130 – SALES TAX EXEMPTION STATUS

The County is exempt from State of Georgia Local Sales and Use Tax. The Contractor understands and acknowledges that it is responsible for any sales and use tax it may incur. The Contractor will not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

ARTICLE #131 – HOLD HARMLESS AGREEMENT

The Contractor hereby agrees to indemnify, hold free and harmless Hall County Government, County Commissioners, its agents, servants, employees, officers, directors, elected officials, or any other person(s) against any loss or expense related to third-party claims. This includes reasonable 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. IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING REPUTATIONAL HARM, LOST PROFITS, LOSS OF BUSINESS, OR OTHER SIMILAR DAMAGES). TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTOR'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS HEREUNDER INCLUDING, BUT NOT LIMITED TO, INDEMNIFICATION, IS LIMITED TO THE AMOUNT PAID TO CONTRACTOR BY COUNTY FOR THE SERVICE OR PRODUCTS THAT GAVE RISE TO THE CLAIM.

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:

Redwood Toxicology Laboratory, Inc.

By: Mary Tardel

Print Name: Mary Tardel

Title: General Manager

Sworn to and subscribed before me this

5th Day of June, 2026 ~~2025~~.

Notary Public: Debra Draper

Notary commission expires: 7/25/2026

[Locus Sigilli - Seal or Stamp]

DEBRA DRAPER
Notary Public - California
Sonoma County
Commission # 2409412
My Comm. Expires Jul 25, 2026

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

Executive Session

REPORT TO: **Work Session (06/22/26)**

REPORT TO: **Voting Meeting (06/25/26)**

ITEM NO: 403/2026

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: 06/22/26 **Voting Meeting Date:** 06/25/26

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
AD	JR

Attachments: